



**AGENDA**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON CHANNEL**  
**DRAINAGE DISTRICT**  
**December 17, 2008**  
**5:00 P.M.**  
**Meeting Room**  
**Town Administrative Offices**  
91 Ashfield Road  
Atherton, California  
**Special Meeting**

**5:00 P.M.     ROLL CALL             Dobbie, J.Carlson, Marsala, Janz, McKeithen**

**5:02 P.M.     PUBLIC COMMENTS**

**5:05 P.M.     CLOSED SESSION**

**A.     CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to subsection (b) of Government Code Section 54956.9:**

**Four (4) potential cases**

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

**Agency Negotiators: Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.**

**Employee Organization: Miscellaneous - Teamsters Local Union 856**

**Agency Negotiators: Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.**

**Employee Organization: Atherton Police Officers Association (APOA)**

**Agency Negotiators: Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.**

**Employee Organization: Management Employees**

**C. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation  
pursuant to Subsection (a) of Government Code Section 54956.9**

**Town of Atherton vs. P.G.&E CIV 471234 Superior Court of  
California, County of San Mateo**

**RECONVENE TO OPEN SESSION**

**Report of action taken.**

**ADJOURN**

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☛ *Please contact the City Clerk's Office at 650.752.0500 with any questions.* Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the City Clerk at (650) 752-0500. Notification of 48 hours prior to the meeting will enable the Town 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**  
**DECEMBER 17, 2008**

**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**
- 7:03 P.M.    2.    **ROLL CALL**      Dobbie, J. Carlson, Marsala, Janz, McKeithen
- 7:04 P.M.    3    **PRESENTATIONS**
- A.    Rebecca Elliot, California League of Cities – Presentation to Council Member Charles Marsala
- B.    Swearing In of New Police Officer Steve Marshall
- C.    Introduction of Building Inspector Joe Aiello and the Promotion of Kevin Cittidini to Senior Building Inspector
- D.    Presentations to Outgoing Mayor/Council Member James R. Janz
- 8:00 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.)*
- 8:15 P.M.    5.    **REPORT OUT OF CLOSED SESSION**
- 8:20 P.M.    6.    **CITY MANAGER'S REPORT**
- 8:30 P.M.    7.    **COMMUNITY ORGANIZATION ROUNDTABLE REPORT** (Directed by Resolution No. 99-6)

None.

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

*(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 MINUTES OF THE SPECIAL CLOSED SESSION MEETING AND REGULAR CITY COUNCIL MEETING OF NOVEMBER 19, 2008**

**9.      APPROVAL OF BILLS AND CLAIMS FOR NOVEMBER IN THE AMOUNT OF \$1,877,721**

**10.     ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR FIVE MONTHS ENDED NOVEMBER 30, 2008**

**11.     ROAD IMPACT FEE REPORT FOR FY 2007-2008 (AB 1600)**

**Recommendation: Approve the Road Impact Fee Report for FY 2007-2008.**

**12.     ADOPTION OF A RESOLUTION APPROVING TOWN POLICY – 1.5 ADMINISTRATION OF PERSONNEL RECORDS**

**Recommendation: Staff recommends that the City Council Adopt a Resolution Approving Policy 1.5 Administration of Personnel Records**

**13.     ADOPTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE FREIGHT CHECKERS, CLERICAL EMPLOYEES AND HELPERS, LOCAL UNION NO. 856 (TEAMSTERS REPRESENTING MISCELLANEOUS TOWN EMPLOYEES) AND THE TOWN OF ATHERTON FOR THE PERIOD OF JULY 1, 2008 THROUGH JUNE 30, 2009**

**Recommendation: Adopt the MOU for the period of July 1, 2008 through June 30, 2009.**

**14.     ADOPTION OF A RESOLUTION ADOPTING SALARIES AND BENEFITS FOR MANAGEMENT STAFF FOR FISCAL YEAR 2008-09 THROUGH June 30, 2009**

**Recommendation: Adopt a resolution adopting salaries and benefits for Management Staff for Fiscal Years 2008-09 through June 30, 2009.**

**15.     ADOPTION OF A RESOLUTION RATIFYING FUNDS IDENTIFIED IN RESOLUTION NO. 00-13 TO BE TRANSFERRED FROM THE**

**GENERAL FUND TO THE BUILDING DEPARTMENT'S FUND FOR A REPLACEMENT BUILDING**

**Recommendation:** Adopt a resolution ratifying funds identified in Resolution No. 00-13 to be transferred from the General Fund to the Building Department's Funds for a replacement building.

**16. CONSIDERATION AND ADOPTION OF A RESOLUTION REGARDING TRENCHING THE RIGHT-OF-WAY FOR HIGH-SPEED RAIL THROUGH ATHERTON**

**Recommendation:** The City Council review, approve and adopt the resolution described above and attached hereto with modifications, if any.

**17. CITY MANAGER'S SECOND QUARTER UPDATE ON GOALS AND OBJECTIVES AS IDENTIFIED IN THE 2008/2009 BUDGET**

**Recommendation:** Review and accept the City Manager's update of Goals and Objectives as identified in the 2008/09 Budget.

**18. CONSIDERATION OF ADDITIONAL FUNDING FOR ATHERTON DISASTER PREPAREDNESS**

**Recommendation:** City Council to consider the following:  
1) Re-appropriate \$ 16,650.00 for disaster preparedness from the fund balance that was not spent but was budgeted as part of the 2007/2008 fiscal year budget; 2) Appropriate an additional \$ 23,350.00 as part of the mid- year budget adjustment for disaster preparedness; and 3) Purchasing disaster preparedness equipment and supplies will abide by the Town of Atherton's purchasing policy.

**19. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH THE CROSBY GROUP FOR TIER II SEISMIC EVALUATION SERVICES FOR THE ATHERTON LIBRARY PROJECT**

**Recommendation:** Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with The Crosby Group to provide Tier II Seismic Evaluation services for the Atherton Library Project in an amount not exceed \$19,500, plus a 10% contingency, for a total authorization of \$21,450.

**20. APPROVE CONSTRUCTION OF A RIGHT-TURN LANE ON ALEJANDRA AVENUE AT EL CAMINO REAL**

**Recommendation: Approve construction of a right-turn lane on Alejandra Avenue at El Camino Real.**

**21. AMEND THE CENTERLINE MARKING LIST TO INCLUDE A RIGHT TURN LANE ON WATKINS AVENUE AT MIDDLEFIELD ROAD**

**Recommendation: Amend the Centerline Marking List to include striping for left- and right-turn lanes on Watkins Avenue at the Middlefield Road intersection.**

**22. APPROVAL OF THE RAILROAD CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE PENINSULA CORRIDOR JOINT POWERS BOARD AND THE TOWN OF ATHERTON FOR THE GRADE CROSSING UPGRADES PROJECTS AT FAIR OAKS LANE AND WATKINS AVENUE**

**Recommendation: Approval of the Railroad Construction and Maintenance Agreement between the Peninsula Corridor Joint Powers Board (JPB) and the Town of Atherton for the Grade Crossing Upgrades Projects at Fair Oaks Lane and Watkins Avenue.**

**PUBLIC HEARINGS (None)**

**REGULAR AGENDA (Items 23-26)**

**8:35 P.M. 23. ADOPTION OF A RESOLUTION DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2008**

**Recommendation: Adopt Resolution declaring the results of the General Municipal held on November 4, 2008.**

**8:40 P.M. 24A. INDUCTION OF REELECTED COUNCIL MEMBER KATHY MCKEITHEN AND NEWLY ELECTED COUNCIL MEMBER ELIZABETH LEWIS – OATHS OF OFFICE**

**Recommendation: Acting City Clerk Kathi Hamilton to administer Oaths of Office to reelected Council Member Kathy McKeithen and newly elected Council Member Elizabeth Lewis.**

**24B. CITY COUNCIL REORGANIZATION – SELECTION OF MAYOR AND VICE MAYOR**

**Recommendation: Hold nominations and vote on the Offices of Mayor and Vice Mayor.**

**9:00 P.M. 25. REORGANIZATION OF THE ADMINISTRATION OFFICE AND FINANCE DEPARTMENT**

**Recommendation: The City Council approves the City Manager’s request for the following: 1)Eliminate the 0.5 FTE City Clerk position; 2) Assign responsibility for the City Clerk duties to the Assistant City Manager; 3) Add 1.0 FTE Deputy City Clerk position per attached Job Description; 4) Eliminate the 1.0 FTE Assistant Finance Director positions; 5) Add 1.0 FTE Accountant position per attached Job Description; 6) Increase the Finance Assistant position from 0.50 FTE to 0.60 FTE; 7) Layoff 0.25 FTE Office Assistant position due to lack of work at that level;7) Approve new funds totaling \$ 21,938.00 to the City Manager’s Department budget.**

**9:30 P.M. 26. APPROVAL OF THE SILICON VALLEY COMMUNITY FOUNDATION TO RECEIVE FUNDS FOR THE NEW TOWN FACILITY**

**Recommendation: 1) Council to consider appropriating \$ 10,000 from the fund balance of the 406 Fund as seed money for the New Town Facility; 2) Enter into an Advised Fund Agreement with the Silicon Valley Community Foundation; 3) Select at least two individuals as the fundraising arm of the Blue Ribbon Task Force who would be responsible for the following areas as outlined in the Advised Fund Agreement: A. Fund Advisor; B. Establishing Donors; C. Primary Contact.**

**9:45 P.M. 27. COUNCIL REPORTS**

**9:55 P.M. 28. PUBLIC COMMENTS**

**10:00 P.M. 29. ADJOURN**

**PLEASE NOTE:**

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

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**DRAFT MINUTES**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON CHANNEL**  
**DRAINAGE DISTRICT**  
**November 19, 2008**  
**5:30 P.M.**  
**Meeting Room**  
**Town Administrative Offices**  
91 Ashfield Road  
Atherton, California  
**Special Meeting**

The meeting was called to order by Mayor Janz at 5:30 p.m.

**ROLL CALL**

**PRESENT:** Jim Dobbie  
Jerry Carlson  
Charles E. Marsala  
James R. Janz

**ABSENT:** Kathy McKeithen (Excused)

**PUBLIC COMMENTS**

There were no public comments.

At the beginning of the Closed Session, pursuant to the City Attorney, two items were added under the topic, **CONFERENCE WITH LEGAL COUNSEL – Existing Litigation** pursuant to Subsection (a) of Government Code Section 54956.9

**Town of Atherton vs. P.G.&E, CIV 471234 Superior Court of California, County of San Mateo**

**Town of Atherton vs. California High-Speed Rail Association, Superior Court of California, County of Sacramento**

**CLOSED SESSION**

**A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Anticipated Litigation, Initiation of Litigation pursuant to Subsection (c) of Government Code Section 54956.9**

**Four (4) potential cases**

- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**  
**Significant exposure to litigation pursuant to subsection (b) of Government Code Section 54956.9:**

**One (1) potential case**

- C. LIABILITY CLAIMS – pursuant to Government Code Section 54956.95**  
**Claimant: Pilar Ortiz-Buckley**  
**Agency Claimed Against: Town of Atherton**

**RECONVENE TO OPEN SESSION**

**Report of action taken.**

**City Attorney Marc Hynes reported out of Closed Session as follows:**

**On the two cases added under Existing Litigation, no reportable action was taken.**

**Regarding Items A and B, no reportable action was taken.**

**Regarding Item C, Liability Claims, on a unanimous vote of those Council Members present (4-1, McKeithen absent), Council denied the claim.**

**ADJOURN**

**The meeting was adjourned by Mayor Janz at 6:35 p.m.**

**Respectfully submitted,**

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**James R. Janz**  
**Mayor**



**DRAFT MINUTES**  
**Town of Atherton**  
**CITY COUNCIL**  
**ATHERTON CHANNEL DRAINAGE DISTRICT**  
**NOVEMBER 19, 2008**

**7:00 p.m.**

**Pavilion**

**Holbrook-Palmer Park, 150 Watkins Avenue**  
**Atherton, California**

**REGULAR MEETING**

**Mayor Janz called the meeting to order at 7:10 p.m.**

**1. PLEDGE OF ALLEGIANCE**

**2. ROLL CALL**

**PRESENT**    **Jim Dobbie**  
                 **Jerry Carlson**  
                 **Charles E. Marsala**  
                 **James R. Janz**

**ABSENT:**    **Kathy McKeithen (Excused)**

**City Manager Jerry Gruber and City Attorney Marc Hynes were also present.**

**3. PRESENTATIONS**

**Annual Red Ribbon Week Presentations**

**Police Chief Glenn Nielsen presented awards to poster contest winners for the D.A.R.E. program from St. Joseph's and Encinal Schools. The theme for the Red Ribbon Week contest was, "I have better things to do than drugs." First place recipients received a D.A.R.E. ball of their choice and \$50 in gold coins. Second place recipients received a D.A.R.E. ball of their choice.**

**4. PUBLIC COMMENTS**

**There were no public comments.**

**5. REPORT OUT OF CLOSED SESSION**

**City Attorney Marc Hynes reported out of Closed Session as follows:**

At the beginning of the Closed Session, pursuant to the City Attorney, two items were added under the topic, CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant to Subsection (a) of Government Code Section 54956.9

**Town of Atherton vs. P.G.&E CIV 471234 Superior Court of California, County of San Mateo**

No reportable action was taken.

**Town of Atherton vs. California High-Speed Rail Association Superior Court of California, County of Sacramento**

No reportable action was taken.

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Anticipated Litigation, Initiation of Litigation pursuant to Subsection (c) of Government Code Section 54956.9**

Four (4) potential cases

No reportable action was taken

- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation pursuant to subsection (b) of Government Code Section 54956.9:**

One (1) potential case

No reportable action was taken.

- C. LIABILITY CLAIMS – pursuant to Government Code Section 54956.9  
Claimant: Pilar Ortiz-Buckley  
Agency Claimed Against: Town of Atherton**

On a unanimous vote of those present, (4-1, McKeithen absent) the Council denied the claim.

**6. CITY MANAGER’S REPORT**

City Manager Jerry Gruber did not have a report that evening. Council Member Marsala noted regarding the Non-School Event Guidelines review, the subcommittee should consider: 1) whether the Civic Center Act needed to be reviewed for any impact on the guidelines; 2) whether the Town could enact ordinances regulating what Menlo School or the City of Menlo Park could or could not do. He also raised questions regarding the curfew.

7. **COMMUNITY ORGANIZATION ROUNDTABLE REPORT**

There was no report scheduled.

8. **CONSENT CALENDAR** (Items 8-22)

Vice Mayor Carlson removed Item Nos. 11 and 16.

Council Member Dobbie removed Item No. 15.

Mayor Janz noted that Item No. 8, the Special City Council Meeting Minutes of September 24, 2008, should indicate he was “recused” not “absent.” Mayor Janz asked for clarification on Item Nos. 13 and 14. Assistant City Manager Eileen Wilkerson noted the responses she received were positive.

**MOTION – to approve the Consent Calendar as presented with the exception of Item Nos. 11, 15, and 16, which were removed and placed on the Regular Agenda for discussion**

M/S Carlson/Dobbie            Ayes: 4    Noes: 0    Absent: 1 (McKeithen)    Abstain: 0

8. **APPROVED MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF SEPTEMBER 24, 2008; THE SPECIAL CLOSED SESSION MEETING AND REGULAR CITY COUNCIL MEETING OF OCTOBER 15, 2008; THE SPECIAL CITY COUNCIL MEETING AND CLOSED SESSION MEETING OF NOVEMBER 1, 2008**

9. **APPROVED BILLS AND CLAIMS FOR OCTOBER IN THE AMOUNT OF \$1,297,791**

10. **ACCEPTANCE OF FINANCIAL REPORT FOR THE FOUR MONTHS ENDED OCTOBER 2008**

Received the General Fund Financial Report for the four months ended October 31, 2008.

~~11. **ADOPTION OF A RESOLUTION APPROVING A BUDGET ADJUSTMENT FOR LEGAL SERVICES**~~

~~**Recommendation: Staff recommends that the City Attorney budget be increased by adding the amount of \$25,000.00 to Account #3103 – Attorney – Other Legal, and \$50,000.00 to Account #3105 – Litigation Services. Further, the City Council adopts a resolution approving a budget adjustment. (Removed and placed on the Regular agenda for discussion.)**~~

12. **ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE OF COMPLETION AND APPROVAL OF CONTRACT CHANGE ORDERS IN THE AMOUNT OF \$20,097.18 FOR THE PROJECT, PROJECT NO. 07-012**

Accepted the work, authorized recording of a notice of completion and approved contract change orders in the amount of \$20,097.18 for the Alameda Cape Seal Project, Project No. 07-012.

13. **ADOPTION OF A RESOLUTION APPROVING A NEW POLICY – POLICY 1.2, TYPES OF EMPLOYMENT AND ELIGIBILITY FOR BENEFITS**

Adopt Resolution No. 08-49, “A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON TO APPROVE TOWN POLICY – 1.2 TYPES OF EMPLOYMENT AND ELIGIBILITY FOR BENEFITS”

14. **ADOPTION OF A RESOLUTION APPROVING A NEW POLICY –POLICY 1.3, EQUAL EMPLOYMENT OPPORTUNITY**

Adopted Resolution No. 08-50, “A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON TO APPROVE TOWN POLICY – 1.3 EQUAL EMPLOYMENT OPPORTUNITY”

- ~~15. **AFFIRM PAYMENT TO OFFICES OF MICHELE S. LANE IN THE AMOUNT OF \$15,936.36 FOR INVESTIGATION OF PERSONNEL ISSUES**~~

~~Recommendation: Affirm payment to the law offices of Michele A. Lane in the amount of \$ 15,936.36.00 for investigation of personnel issues.~~

- ~~16. **APPROVE THE ACCEPTANCE OF A PRIVATE DONATION**~~

~~Recommendation: Staff recommends that Council authorizes the acceptance of a private donation of no more than \$14,000 to offset the 2008/2009 FY approved purchase, training and accessories of a new police K-9. Further, Staff recommends allowing the private donor to directly pay the associated vendors, and in turn, the Town would provide a charitable cost letter to the donor. Further, Staff recommends the \$14,000 budgeted this FY for the new K9 be reallocated to another line item.~~

17. **AWARD OF CONTRACT TO PROFESSIONAL TREE CARE COMPANY FOR THE TREE MAINTENANCE PROJECT, PROJECT NO. 08-009, IN AN AMOUNT NOT TO EXCEED \$60,000**

Awarded a contract for the 2009 Tree Maintenance Project, Project No. 08-009, to PROFESSIONAL TREE CARE COMPANY, the low bidder on the November 12, 2008, bids, for \$60,000 and to authorize the Mayor to sign the contract on behalf of the Town.

**18. APPROVE A 2-YEAR CONTRACT AGREEMENT WITH CONTRACT SWEEPING SERVICES FOR TOWN OF ATHERTON SWEEPING SERVICES**

**Accepted the proposal and authorized the City Manager to sign a 2-year sweeping contract with a 2-year extension option to Contract Sweeping Services to provide Town sweeping services in an amount not exceed \$23,824.80 (\$11,912.40 annually or \$992.70 per month) plus a 10% contingency, for a total authorization of \$26,207.28.**

**19. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR TRAFFIC ENGINEERING SERVICES FOR THE FAIR OAKS LANE TRAFFIC STUDY**

**Accepted the proposal and authorized the City Manager to sign a Professional Services Agreement with Kimley-Horn and Associates, Inc to provide traffic engineering services for the Fair Oaks Lane Traffic Study in an amount not exceed \$16,400, plus a 10% contingency of \$1,640, for a total authorization of \$18,040; further Adopted Resolution No. 08-51, "A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON ADJUSTING THE BUDGET FOR THE FAIR OAKS TRAFFIC STUDY"**

**20. AWARD OF CONTRACT FOR THE PLAYSCHOOL ROOF PROJECT, PROJECT NO. 08-022, IN AN AMOUNT NOT TO EXCEED \$23,731 PLUS A TEN PERCENT CONSTRUCTION CONTINGENCY FOR A TOTAL AUTHORIZATION OF \$26,104**

**Approved the award of a contract to the lowest bidder for re-roofing the old playschool building at Holbrook-Palmer Park at a cost not to exceed \$23,731 with a 10% contingency, bringing the total to \$26,104.00.**

**21. AWARD OF CONTRACT FOR THE MAIN HOUSE ROOF PROJECT, PROJECT NO. 08-023, IN AN AMOUNT NOT TO EXCEED \$28,365.00 PLUS A TEN PERCENT CONSTRUCTION CONTINGENCY FOR A TOTAL AUTHORIZATION OF \$31,201.50**

**Approved the award of a contract to the lowest bidder for re-roofing the Main House at Holbrook-Palmer Park at a cost not to exceed \$28,365.00 with a 10% contingency, bringing the total to \$31,201.50.**

**22. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS & COMPANY, INC. FOR SURVEYING SERVICES FOR THE STREET RECONSTRUCTION PHASE 5 PROJECT**

**Accepted the proposal and authorized the City Manager to sign a Professional Services Agreement with Mark Thomas & Associates, Inc. to provide Surveying services for the Street Reconstruction Phase 5 Project in an amount not exceed \$28,600, plus a 10% contingency, for a total authorization of \$31,460.**

**PUBLIC HEARINGS**

None

**REGULAR AGENDA (Item 23-24)**

11. **ADOPTION OF A RESOLUTION APPROVING A BUDGET ADJUSTMENT FOR LEGAL SERVICES** *(Removed from the Consent Calendar and placed on the Regular Agenda for discussion.)*

Vice Mayor Carlson said the time to approve the budget adjustment would be at the mid-year budget review. He suggested waiting until that time to make any needed adjustments to the budget.

City Manager Jerry Gruber said he spoke with the Finance Director who indicated waiting for the mid-year budget review would not be a problem.

Council Member Marsala presented information regarding previous legal costs as a result of the Phase I and Phase II Audits of the Building Department and thought some of those costs could have been avoided if a consultant reviewed the audits.

No action taken.

16. **APPROVE THE ACCEPTANCE OF A PRIVATE DONATION** *(Removed from the Consent Calendar and placed on the Regular Agenda for discussion.)*

Vice Mayor Carlson was in favor of approving the acceptance of the donation; however, he thought the request for a budget adjustment should be made at the mid-year budget review. Additionally, the City Manager had authority to move monies between line-items in the budget up to \$15,000 and to authorize purchases up to \$15,000.

Council Member Dobbie was in favor of approving the item; however, he thought the name of donor should be made public.

Police Chief Glenn Nielsen said the donor had not asked to remain anonymous. He noted the donor was Ann Ramsey, a longtime Atherton resident who was very supportive of the Police Department and the K-9 program.

**MOTION – to accept the donation and to thank the donor on behalf of the City Council**

**M/S Carlson/Dobbie            Ayes: 4    Noes: 0    Absent: 1 (McKeithen)    Abstain: 0**

15. **AFFIRM PAYMENT TO OFFICES OF MICHELE S. LANE IN THE AMOUNT OF \$15,936.36 FOR INVESTIGATION OF PERSONNEL ISSUES** *(Removed from the Consent Calendar and placed on the Regular Agenda for discussion.)*

Council Member Dobbie was concerned bills were not being scrutinized thoroughly. He believed substantial deductions could be realized by thoroughly scrutinizing invoices. He recommended that legal bills be reviewed more closely.

**MOTION – to affirm payment in the amount of \$15,936.36 to Michele S. Lane**

**M/S Dobbie/Carlson            Ayes: 4    Noes: 0    Absent: 1 (McKeithen)    Abstain: 0**

23. **UPDATE ON THE BLUE RIBBON TASK FORCE MEETING OF NOVEMBER 6, 2008; UPDATE ON THE UPCOMING TOWN MEETINGS AND PRESENTATIONS OF NOVEMBER 20, 2008, AND DECEMBER 9, 2008**

Council Member Marsala updated Council on recent activities of the Blue Ribbon Task Force. Only six surveys were received from the facilities tours. William Grindley, Police Chief Glenn Nielsen, and Council Member Dobbie had toured police facilities in Colma and Redwood City. Council Member Marsala, William Grindley and City Manager Jerry Gruber toured the facility in Orinda. He reviewed the presentation that would take place the next evening.

Council Member Dobbie said a great deal of good work was being done by the BRTF. He received calls from residents who expressed a concern that the decision had already been made as to what would be done. The fact was the only thing the BRTF was trying to do at the current time was to convince everyone the Town needed more space. There was a great deal more work to do on how it would be done. He was hoping for a big turnout the next evening.

Vice Mayor Carlson also acknowledged the amount of work that had been done. He agreed with Council Member Dobbie; however, feared the turnout would be small. He thought High-Speed Rail would have an impact on the plans. The economic situation might really impact the donation side of the equation. The project might need to be a multi-phased project, i.e., not trying to do the whole thing at once.

Mayor Janz concurred with his colleagues and the need to get Town buy-in; however, the condition of the existing facilities was atrocious. If people actually saw the facilities, they would concur. Additional, outreach would probably be necessary. He thanked William Grindley and Council Members Marsala and Dobbie for all their work.

Council Member Marsala said people on the BRTF who toured the facilities said it was a real eye-opener. An effort to get more people to take the tour was necessary. As the economic outlook weakened, stretching every dollar would be necessary.

**In response to Mayor Janz, William Grindley said an Emergency Operations Center (EOC) was needed in the Town. He allocated 700-800 square feet in the dispatch center, which had to be constructed at a specific Building Code requirement with an onsite inspector during construction.**

**Police Chief Glenn Nielsen clarified that Atherton always had an EOC. Recently, the EOC was moved to the Public Works Department because Town Hall was not structurally sound. Typically, every Police Department in the County had its own EOC.**

**City Manager Jerry Gruber clarified the Town's space in the Menlo Park Fire Protection District EOC was in case of a regional emergency. There was a need for a computer and phone that interfaced with the Town's EOC in order to report regional matters as they related to the Town. He recommended budgeting for a representative in the EOC because he/she would be a lifeline to FEMA, Menlo Park Fire Protection District**

**Council Member Jerry Carlson suggested putting the pictures of the Town facilities in the *Athertonian*, as well as doing presentations to civic organizations.**

**Elizabeth Lewis, Atherton, said the BRTF was an excellent committee. She agreed with Council Member Dobbie that incredible marketing was needed. The slide show was well done, and she suggested a web-based e-mail presentation might be effective. Additionally, she suggested contacting key residents who had experience with the type of construction. She mentioned High-Speed Rail and the need for it to be underground.**

**24. DISCUSSION AND POSSIBLE ACTION ON ESTABLISHING A DONOR ACCOUNT WITH A NONPROFIT TO HOLD DONATED FUNDS**

**City Manager Jerry Gruber said the item before the Council was to authorize the BRTF to move forward in finding a nonprofit organization to hold donated funds.**

**Council Member Marsala said both Los Altos Hills and Portola Valley constructed their new facilities with donations. Finding a nonprofit to accept funds would ensure to residents that the funds were restricted for space needs and would provide accountability. Council needed to resolve the issue with the 406 fund and to evaluate the need for a bond measure early in 2009.**

**Council Member Dobbie thought the BRTF should be kept out of it all together. He was not in favor of any discussion regarding a bond measure. The number one goal was to solicit enough money from residents and use no public money to fund the project.**

**Vice Mayor Carlson was in favor of authorizing staff to contact an agency to set up an account for donations. He was not in favor of a bond discussion. The Town needed to put together a long-range financial plan to address the parcel tax, etc.**



mandate to build more housing and scarcity of water. The State would need to find other means of providing water. The Delta water is oversubscribed by contracts 8.4 times what was available from the Delta. Safe Routes to School was progressing. The High-Speed Rail measure was narrowly defeated in Atherton's local vote despite the Council speaking out against it. Selby Lane School won a competitive P.G.&E. grant for solar installation.

- Mayor Janz congratulated Elizabeth Lewis and commended David Henig and others who ran. He could not participate in Town actions regarding High-Speed Rail; however, as a private citizen he could. There was an informal ad-hoc group long opposed to High-Speed Rail that would be meeting the following evening and a follow-up meeting the next week. He was able to participate as a private citizen and would generate interest on how High-Speed Rail would work for Atherton.

26 **PUBLIC COMMENTS**

There were no public comments,

27. **ADJOURN**

Mayor Janz adjourned the meeting at 8:45 p.m.

Respectfully submitted,

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**Kathi Hamilton**  
**Acting City Clerk**

**TOWN OF ATHERTON**  
**CLAIMS LIST**  
November 2008

Payroll Checks #	12298 – 12449	\$ 18,034
Direct Deposit		268,648
Electronic Transfer		106,752
A/P Checks #	27345-27465	1,484,287
		TOTAL \$1,877,721

I, Jerome Gruber, City Manager of the Town of Atherton, do hereby certify under penalty of perjury that the demands listed above, check numbers 12298-12449 (payroll) and 27345 – 27465 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,877,721 are true and correct, and that there are sufficient funds for payment.

\_\_\_\_\_  
Jerome Gruber  
City Manager

The above claims, check numbers 12298-12449 (payroll) and 27345-27465 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,877,721 are true and correct, and are authorized for payment.

\_\_\_\_\_  
James R. Janz  
Mayor, Town of Atherton

**SOURCE OF FUNDS**

<b>101</b>	General Fund	\$1,705,129
<b>105</b>	Tennis	1,126
<b>201</b>	Special Parcel Tax	1,638
<b>202</b>	Transportation	-
<b>203</b>	Gas Tax	-
<b>210</b>	Road Construction Impact Fees	134,549
<b>211</b>	Park Grants	-
<b>213</b>	Library	1,304
<b>401</b>	General Capital Projects	19,606
<b>403</b>	Atherton Channel District	-
<b>610</b>	Vehicle Replacement	-
<b>611</b>	Computer Maint. & Replacement	3,068
<b>612</b>	Administrative Services	10,417
<b>715</b>	Evans Estate	-
<b>716</b>	Flex Spending	884
<b>740</b>	Tree Committee	-
	TOTAL	\$1,877,721

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027345	11/07/08	AT&T PAYMENT CENTER	10/20/08	853-9587/10-	Police	Communication	78.25	PAY PHONE PD/ADMIN LOBBY 10/20-11/19/08
						Check Totals	78.25	
027346	11/07/08	CA STATE DISBURSEMENT UNIT	11/07/08	92772/11-07-	NON-DEPARTMENTAL	Payroll Deducti	100.62	CHILD SUPPORT WITHOLDING 10/19-11/1/08
						Check Totals	100.62	
027347	11/07/08	JERRY CARLSON	10/24/08	10.24.08	City Council	Travel & Meetin	95.00	REIMB ABAG FALL GENERAL ASSEMBLY CONFERE
						Check Totals	95.00	
027348	11/07/08	CHESLER CONSTRUCTION	11/03/08	368 WALSH	NON-DEPARTMENTAL	Building Deposi	2,670.00	REFUND RECYCLING DEPOSIT 368 WALSH RD
						Check Totals	2,670.00	
027349	11/07/08	EMPLOYMENT DEVELOPMENT DEPT	11/07/08	944-0625-3	Police	Unemployment In	5,536.00	REIMB UNEMPLOYMENT INSURANCE BENEFITS P.
						Check Totals	5,536.00	
027350	11/07/08	GOLDFARB & LIPMAN ATTORNEYS	09/16/08	90960	Building	HOUSING ELEMENT	2,820.95	HOUSING ELEMENT ASSISTANCE 8/1-8/31/08
			10/10/08	91436	Building	HOUSING ELEMENT	1,936.37	HOUSING ELEMENT ASSISTANCE 9/1-9/30/08
						Check Totals	4,757.32	
027351	11/07/08	IEDA, INC.	11/01/08	14916	City Manager	Other Contract	1,000.00	LABOR RELATIONS CONSULTING 11/1-11/30/08
						Check Totals	1,000.00	
027352	11/07/08	THE J.P. COOKE CO. MARKING	10/23/08	693245	Finance	Office Supplies	321.61	CUSTOM STAMPS FOR FINANCE, BLDG & P.W. D
						Check Totals	321.61	
027353	11/07/08	LYMAN JUNG	10/04/08	10.04.08	NON-DEPARTMENTAL	Park Deposits	600.00	REFUND WEDDING DEPOSIT 10/04/08
						Check Totals	600.00	
027354	11/07/08	LAW OFFICES OF MICHELE S. L	10/25/08	10.25.08	City Manager	Other Contract	14,538.69	INVESTIGATION-HARASSMENT COMPLAINT OCT

Town of Atherton  
 Check Disbursement by Vendor for the Check Dates 11/01/2008 through 11/30/2008

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	14,538.69	
027355	11/07/08	LEGACY TREASURY DIRECT	11/07/08	11.7.08	NON-DEPARTMENTAL	US Treasury Sec	450,000.00	13-WEEK T BILL
					NON-DEPARTMENTAL	US Treasury Sec	450,000.00	26-WEEK T BILL
						Check Totals	900,000.00	
027356	11/07/08	MAHENDER MOHLLAJEE	10/11/08	10.11.08	NON-DEPARTMENTAL	Park Deposits	1,000.00	REFUND WEDDING DEPOSIT 10/11/08
						Check Totals	1,000.00	
027357	11/07/08	NORCAL COATINGS	10/23/08	10.23.08	NON-DEPARTMENTAL	Other Contract	9,500.00	1 EA 160 WATKINS; REMOVE DOUBLE FRENCH D
						Check Totals	9,500.00	
027358	11/07/08	PUBLIC EMPLOYEES RETIREMENT	11/07/08	11.07.08	NON-DEPARTMENTAL	Payroll Deducti	3,058.13	10/19/08-11/01/08
					NON-DEPARTMENTAL	Payroll Benefit	46,787.90	10/19/08-11/01/08
027358	11/07/08	PUBLIC EMPLOYEES RETIREMENT	11/04/08	11.04.08	NON-DEPARTMENTAL	Payroll Deducti	0.93	PERS WITHOLDING 11/04/08
					NON-DEPARTMENTAL	Payroll Benefit	45.81	PERS 11/04/08
						Check Totals	49,892.77	
027359	11/07/08	SHARP ELECTRONICS CORPORATI	10/28/08	AR143321	Public Works Admin	Other Contract	161.11	COPIER MAINT CONTRACT 10/12-11/11/08
					Public Works Admin	Other Contract	154.24	CONTRACT OVERAGE CHARGE 09/12-10/11/08
						Check Totals	315.35	
027360	11/07/08	TEAMSTERS LOCAL 856 H & W	11/01/08	NOV 08	NON-DEPARTMENTAL	Payroll Benefit	4,614.10	PREMIUMS - NOV 08
						Check Totals	4,614.10	
027361	11/07/08	TEAMSTERS UNION LOCAL 856	11/07/08	11.07.08	NON-DEPARTMENTAL	Payroll Deducti	206.80	DUES WITHOLDING 10/19-11/01/08
						Check Totals	206.80	
027362	11/07/08	DAVID WOLFFS	10/18/08	10.18.08	NON-DEPARTMENTAL	Park Deposits	600.00	REFUND WEDDING DEPOSIT 10/18/08

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027364	11/14/08	A-A LOCK & ALARM INC	10/22/08	190013	Public Works Admin	Check Totals	600.00	
						Facility Repair	376.18	LOCKSMITH SERVICE MALFUNCTIONING FILE CAB
						Check Totals	376.18	
027365	11/14/08	AARONSON, DICKERSON, COHN &	10/22/08	1008163	City Attorney	Attorney - Othe	50.00	APPEAL HEARING 99 DEBELL DRIVE
						Check Totals	50.00	
027366	11/14/08	ALHAMBRA & SIERRA SPRINGS	10/31/08	100827993914	Police	Other Supplies	274.67	WATER PD OCT 08
			10/31/08	100827994806	Building	Office Supplies	28.01	WATER PERMIT CENTER OCT 08
			10/31/08	100827994824	City Manager	Office Supplies	92.05	WATER ADMIN OCT 08
						Check Totals	394.73	
027367	11/14/08	ALLIED WASTE SERVICES	10/31/08	0925-0003509	Police	Other Contract	480.00	DUMPSTER TO CLEAN OUT OLD PD TRAILER
						Check Totals	480.00	
027368	11/14/08	LANCE BAYER	11/02/08	11.02.08	Police	Training & Safe	690.00	TRAINING ON LEGAL UPDATE POLICE DEPT
						Check Totals	690.00	
027369	11/14/08	BETTER SOURCE LIQUIDATORS	11/12/08	5427	Finance	Office Supplies	21.65	METAL DESK LEG L.HO DESK
						Check Totals	21.65	
027370	11/14/08	BMI IMAGING SYSTEMS	09/11/08	282289	Building	Microfilms	3,938.98	DOCUMENTS PERMIT CENTER SEPT 08
			10/23/08	282648	Building	Microfilms	1,726.50	DOCUMENTS PERMIT CENTER OCT 08
						Check Totals	5,665.48	
027371	11/14/08	MELANIE BRABENEC	11/14/08	11.14.08	City Manager	Travel & Meetin	40.70	MILEAGE REIMB 10/24-11/14/08
						Check Totals	40.70	
027372	11/14/08	CDW GOVERNMENT INC.	11/03/08	MHC6523	City Manager	Computer Suppli	26.60	KEYBOARD M. BRABENEC

Town of Atherton  
 Check Disbursement by Vendor for the Check Dates 11/01/2008 through 11/30/2008

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027373	11/14/08	CONNOISSEUR COFFEE	10/30/08	48014	City Manager	Office Supplies	39.50	COFFEE-ADMIN OCT 08
						Check Totals	39.50	
027374	11/14/08	DELL MARKETING L.P. C/O DEL	10/31/08	XCXT6MT87	Finance	Computer Equipm	10.83	OPTICAL MOUSE L.HO
						Check Totals	10.83	
027375	11/14/08	DOUGLAS PRINTERS	10/31/08	7909	City Manager	Office Supplies	52.78	BUSINESS CARDS EILEEN WILKERSON
					Finance	Office Supplies	52.77	BUSINESS CARDS L. HO
					Building	Office Supplies	52.77	BUSINESS CARDS KENNY HOU
					Building	Office Supplies	52.77	BUSINESS CARDS DONYA
						Check Totals	211.09	
027376	11/14/08	EMBARCADERO PUBLISHING CO	10/01/08	ISSUE 40	City Manager	Advertising/Pub	261.00	ALMANAC AD-NOMINEES FOR PUBLIC OFFICE
			10/22/08	ISSUE 43	City Manager	Advertising/Pub	348.00	ALMANAC AD-COMMITTEE RECRUITMENTS
					City Manager	Advertising/Pub	174.00	ALMANAC AD-PUBLIC WORKSHOP HOUSING ELEME
						Check Totals	783.00	
027377	11/14/08	FIRST CHOICE	10/28/08	157696	City Manager	Office Supplies	25.00	COFFEE MAKER RENTAL ADMIN OCT 08
			10/28/08	157697	Building	Office Supplies	25.00	COFFEE MAKER RENTAL PERMT CNTR OCT 08
			10/28/08	156425	Police	Other Supplies	43.50	COFFEE FOR P.D. OCT 08
						Check Totals	93.50	
027378	11/14/08	GOLDFARB & LIPMAN ATTORNEYS	08/15/08	90572	Building	HOUSING ELEMENT	996.50	HOUSING ELEMENT ASSISTANCE JULY 08
						Check Totals	996.50	
027379	11/14/08	I.M.P.A.C. GOVERNMENT SERVI	10/14/08	5408/10-08	Public Works Admin	Membership/Dues	145.00	2009 ISA MEMBERSHIP S.TYLER
			10/22/08	5416/10-08	Finance	Office Supplies	628.22	CHAIR L.HO
					Finance	Membership/Dues	110.00	2009 DUES P.PIERCE
			10/22/08	5440/10-08	Police	Travel & Meetin	45.62	DISASTER LUNCH W/ MENLO FIRE
					Police	Communication	88.95	ENTERSECT ONLINE SEPT 08

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027379	11/14/08	I.M.P.-A.C. GOVERNMENT SERVI	10/22/08	7190/10-08	Finance	Training & Safe	122.63	HARRIS CONFERENCE - LODGING
					Finance	Training & Safe	139.00	HARRIS CONFERENCE - AIRFAIR
027379	11/14/08	I.M.P.-A.C. GOVERNMENT SERVI	10/22/08	0612/10-08	Police	Equipment Maint	24.40	GPS CABLES J.MATTES
					Police	Membership/Dues	120.00	NATIONAL EMERGENCY ASSOC. DUES 2009 J.MA
027379	11/14/08	I.M.P.-A.C. GOVERNMENT SERVI	10/22/08	5432/10-08	Police	Training - POST	307.00	AIRFARE MGMT COURSE - M.GUERRA
					Police	Training - POST	227.00	AIRFARE MGMT COURSE - M.GUERRA
					Police	Office Supplies	83.90	BINDERS
					Police	Training - POST	250.00	PUBLIC RECORDS ACT 12/4-5/08 JTHOMAS-SMI
					Police	Training - POST	50.00	DEPOSIT DISPATCH CONFERENCE - MILLER
					Police	Travel & Meetin	33.25	JUICE,MUFFINS,BREAKFAST ITEMS SGT MEETIN
					Police	Membership/Dues	120.00	IACP MEMBERSHIP - CHIEF NIELSEN
					Police	Special Events	198.68	CHRISTMAS CARDS POLICE CHIEF
027379	11/14/08	I.M.P.-A.C. GOVERNMENT SERVI	10/22/08	4324/10-08	City Manager	Travel & Meetin	365.92	LEAGUE OF CA CITIES CONF - HOTEL
					City Manager	Travel & Meetin	21.43	BREAKFAST CA CITIES CONFERENCE
					City Council	Travel & Meetin	211.69	LEAGUE OF CITIES CONF-HOTEL MARSALA
					NON-DEPARTMENTAL	Other Contract	106.24	LANDSCAPING - CITY MANAGERS HOUSE
					City Manager	Travel & Meetin	535.00	2009 CITY MGRS DEPT MTG. 2/4-2/6/09
					Finance	Equipment Maint	15.00	CONSTANT CONTACT WEBSITE OCT 08
027379	11/14/08	I.M.P.-A.C. GOVERNMENT SERVI	10/22/08	0596/10-08	City Manager	Travel & Meetin	28.25	BREAKFAST W/ CHIEF NIELSEN TO DISCUSS PD
					Police	Uniforms	449.24	MOTORCYCLE SAFETY BOOTS-S.SNIDER
					NON-DEPARTMENTAL	Sales/User Use	-34.24	SALES TAX PAYABLE
027379	11/14/08	I.M.P.-A.C. GOVERNMENT SERVI	10/22/08	4373/10-08	City Manager	Special Events	150.20	EMPLOYEE OF QTR LUNCHEON
					City Manager	Special Events	50.00	EMPLOYEE OF QTR GIFT CERT,
					City Manager	Special Events	12.39	EMPLOYEE OF QTR DRINKS
					City Manager	Office Supplies	3.79	HIDE A KEY
					City Council	Travel & Meetin	20.97	COOKIES FOR COUNCIL 10-7-08
					City Manager	Office Supplies	172.96	BOOKS FOR J.GRUBER
					City Council	Travel & Meetin	109.30	FOOD FOR COUNCIL 10/15/08
					Finance	Computer Equipm	353.91	P3005HP PRINTER FOR L.HO
						Check Totals	5,265.70	
027380	11/14/08	MID-PENINSULA ANIMAL HOSPIT	11/12/08	391026	Police	K-9 Expenses	325.37	K-9 EXAMINATION, SHOTS & TEST NOV 08
						Check Totals	325.37	
027381	11/14/08	MILK PRODUCTIONS, LLC C/O G	10/29/08	07/08-014	Police	Other Contract	244.57	REIMB BALANCE OF DEPOSIT FOR PD SERVICES

Town of Atherton  
 Check Disbursement by Vendor for the Check Dates 11/01/2008 through 11/30/2008

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027382	11/14/08	OFFICE DEPOT	10/23/08	448684294-00	Finance	Check Totals	244.57	
						Office Supplies	48.70	FOOTREST, L.HO
						Check Totals	48.70	
027383	11/14/08	OJO TECHNOLOGY	07/31/08	1820	Police	Computer Equipm	3,197.49	ADDING CAMERA TO EXITING OJO TECH SYSTEM
027383	11/14/08	OJO TECHNOLOGY	10/31/08	1867	Police	Computer Equipm	344.24	CAMERA LICENSE- EXPIRES 8/31/09
						Check Totals	3,541.73	
027384	11/14/08	GARY M. OLSON, PHD.	11/02/08	11.02.08	Police	Other Contract	300.00	PSYCHOLOGICAL EVALUATION P.D. EMPLOYMENT
						Check Totals	300.00	
027385	11/14/08	PENINSULA UNIFORMS & EQUIPM	09/16/08	34197	Police	Uniforms	649.49	BODY ARMOR LEVEL IIIA J. YOAKUM
			10/04/08	34869	Police	Uniforms	140.67	CUSTOM VEST T. MARKS
			10/22/08	35445	Police	Uniforms	649.45	BODY ARMOR LEVEL IIIA T. DENNIS
			10/24/08	35517	Police	Uniforms	10.83	HOLSTER D. METZGER
						Check Totals	1,450.44	
027386	11/14/08	PMC	08/14/08	26391	Building	ZONING CODE UPD	370.27	HISTORIC PRESERVATION ORDINANCE PROF SRV
						Check Totals	370.27	
027387	11/14/08	RECALL SECURE DESTRUCTION S	10/24/08	2303061856	Police	Other Contract	117.63	SHRED PD DOCUMENT 9/23-10/21/08
						Check Totals	117.63	
027388	11/14/08	CITY OF REDWOOD CITY INFORM.	10/31/08	BR22288	Finance	Other Contract	2,800.63	I.T. SERVICES OCT 08
						Check Totals	2,800.63	
027389	11/14/08	RESPONSE LAW, INC. ATTN REG	11/13/08	YOAKUM	Police	Training - POST	198.00	SCHOOL POLICING SEMINAR J. YOAKUM
						Check Totals	198.00	

Town of Atherton  
 Check Disbursement by Vendor for the Check Dates 11/01/2008 through 11/30/2008

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027390	11/14/08	SAN LEANDRO POLICE DEPT K-9	11/14/08	03-26-09	Police	Training - POST	250.00	K-9 LEGAL UPDATE COURSE HILLARD & DEVLUG
						Check Totals	250.00	
027391	11/14/08	S M CO SHERIFF'S OFFICE COU	11/05/08	7926	Police	Other Contract	18.00	LIVE SCAN SERVICE OCT 08
						Check Totals	18.00	
027392	11/14/08	SAN MATEO REGIONAL NETWORK,	11/10/08	17695	Police	Other Contract	385.00	ACCESS FEE NOV 08
						Check Totals	385.00	
027393	11/14/08	SMCPC&SA C/O GERGORY P. ROT	11/03/08	2009-01	Police	Membership/Dues	450.00	2009 MEMBERSHIP DUES G. NIELSEN
						Check Totals	450.00	
027394	11/14/08	SPRINT	10/29/08	130538811-01	Police	Communication	400.51	MOBILE DATA COMPUTERS 9/26-10/25/08
						Check Totals	400.51	
027395	11/14/08	STUBBS & LEONE	11/05/08	11.05.08	City Attorney	Attorney - Othe	1,944.59	OCTOBER 2008
						Check Totals	1,944.59	
027396	11/14/08	LEE BUFFINGTON, TAX COLLECT	11/01/08	060-321-010/	Finance	Utilities	211.05	SANITARY SEWER FEES, LOTS 24,25,26 PARCE
			11/01/08	060-321-130/	Finance	Utilities	0.93	SANITARY SEWER FEES LOTS 1 & 2 PARCEL #0
			11/01/08	060-321-160/	Finance	Utilities	347.12	SANITARY SEWER FEES LOTS 47-52 PARCEL #0
			11/01/08	060-323-180/	Finance	Utilities	609.13	SANITARY SEWER FEES LOT 27 PARCEL #060-3
			11/01/08	061-310-100/	Finance	Utilities	1,088.62	SANITARY SEWER FEES LOTS 5,6,22 PARCEL
			11/01/08	074-140-130/	Finance	Utilities	20.70	SANITARY SEWER FEES PARCEL # 074-140-030
			11/01/08	074-160-100/	Finance	Utilities	20.70	SANITARY SEWER FEES PARCEL #074-160-100
			11/01/08	074-160-120/	Finance	Utilities	20.70	SANITARY SEWER FEES PARCEL #074-160-120
			11/01/08	074-160-140/	Finance	Utilities	20.70	SANITARY SEWER FEES PARCEL #074-160-140
						Check Totals	2,339.65	
027397	11/14/08	TEE'S PLUS	10/28/08	285986	Police	Special Events	97.42	D.A.R.E. BASKETBALL SHIRTS
					NON-DEPARTMENTAL	Sales/User Use	-7.42	SALES TAX PAYABLE TO STATE

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	90.00	
027398	11/14/08	DARYL D. JONES, INC. DBA TE.	11/10/08	39694	Police	Other Contract	934.00	NOV 08 MGMT & MAINT COMM CTR & RADIO EQ
						Check Totals	934.00	
027399	11/14/08	TURBO DATA SYSTEMS INC.	10/31/08	14857	Police	CITATION PROCES	30.30	9/1-9/30/08
						Check Totals	30.30	
027400	11/14/08	VERIZON WIRELESS	10/21/08	0702380597	Police	Communication	575.43	CELL POLICE DEPT 10/22-11/21/08
					Building	Communication	92.33	CELL BLDG DEPT 10/22-11/21/08
					Public Works Admin	Communication	118.19	CELL PUBLIC WORKS 10/22-11/21/08
					Public Works Admin	Communication	206.26	CELL PW STREETS 10/22-11/21/08
					Public Works Admin	Communication	39.24	CELL PW GROUNDS 10/22/11/21/08
					Public Works Admin	Communication	87.45	CELL PW PARKS 10/22-11/21/08
						Check Totals	1,118.90	
027401	11/14/08	VOYAGER	10/24/08	869016477810	Police	Gas & Oil	82.17	POLICE DEPT OCT 08
						Check Totals	82.17	
027402	11/14/08	WATTCO	11/03/08	23349	Police	Other Supplies	693.26	3 EA 4500089-BATTERY, 12-VOLT 50 Ah
						Check Totals	693.26	
027403	11/14/08	WILLIAM YEOMANS	11/10/08	OCT 08	Finance	Other Contract	4,722.00	FINANCIAL CONSULTANT 10/1-10/13/08
						Check Totals	4,722.00	
027405	11/20/08	A-A-A RENTALS INC	10/24/08	497694	Police	Other Contract	59.40	DOLLY FOR MOVING PD FURNITURE
						Check Totals	59.40	
027406	11/20/08	ABAG POWER PURCHASING POOL	11/01/08	8001663	Public Works Admin	Utilities	263.53	H.P. PARK LEVELIZED GAS 9/25-10/23/08
					Public Works Admin	Utilities	98.83	160 WATKINS LEVELIZED GAS 9/25-10/23/08
					Police	Utilities	148.24	POLICE DEPT LEVELIZED GAS 9/24-10/23/08

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
					NON-DEPARTMENTAL	Utilities	131.77	TOWN HALL LEVELIZED GAS 9/24-10/23/08
					NON-DEPARTMENTAL	Utilities	65.88	LIBRARY LEVELIZED GAS 9/24-10/23/08
					Public Works Admin	Utilities	115.30	CORP OFFICE/STORAGE LEVELIZED GAS 9/24-1
						Check Totals	823.55	
027407	11/20/08	ALHAMBRA & SIERRA SPRINGS	10/31/08	100827932066	Public Works Admin	Building Suppli	35.00	OCT 08 WATER PUBLIC WORKS 10/15-10/29/08
					Public Works Admin	Building Suppli	54.64	OCT 08 WATER PUBLIC WORKS 10/15-10/29/08
						Check Totals	89.64	
027408	11/20/08	ALLEGRA PRINT & IMAGING DEA	11/12/08	40206	Police	Office Supplies	445.63	NOTE CARDS POLICE CHIEF
						Check Totals	445.63	
027409	11/20/08	NICOLE AMORE	11/18/08	11.12-13.08	Police	Training - POST	17.63	REIMB MEALS DISPATCH 11/12-11/13/08
					Police	Gas & Oil	22.06	REIMB MILEAGE/PARKING 11/12-11/13/08
						Check Totals	39.69	
027410	11/20/08	C.F. ARCHIBALD PAVING INC.	10/28/08	2	NON-DEPARTMENTAL	Other Contract	105,708.42	ST RECONSTRUCTION PHASE 4 9/24-10/24/02
						Check Totals	105,708.42	
027411	11/20/08	AT&T/MCI	10/29/08	T8665590	Public Works Admin	Communication	82.18	251-1053 9/1-10/6/08
			10/29/08	T8671017	Police	Communication	64.76	252-8343 9/1-10/6/08
			10/29/08	T8672123	Police	Communication	220.89	271-5840 9/1-10/6/08
			10/29/08	T8665732	Police	Communication	118.85	281-1953 9/1-10/6/08
			10/31/08	T8692621	Police	Communication	15.51	322-8691 9/1-10/10/08
			11/07/08	T8710255	Police	Communication	56.02	324-5396 9/1-10/16/08
			11/07/08	T8710271	City Manager	Communication	14.74	327-4866 9/1-10/16/08
			11/07/08	T8710270	Public Works Admin	Communication	55.50	327-4859 9/1-10/16/08
			11/05/08	T8697855	Police	Communication	15.51	330-0686 9/1-10/13/08
			10/29/08	T8673634	Police	Communication	64.76	451-6689 9/1-10/6/08
			10/29/08	T8673635	Police	Communication	64.76	451-6690 9/1-10/6/08
			10/29/08	T8673636	Police	Communication	97.90	451-6691 9/1-10/6/08
			11/05/08	T8697906	Police	Communication	325.77	566-0280 9/1-10/13/08
			11/05/08	T8697974	Building	Communication	3.85	752-0600 BLDG DEPT 9/1-10/13/08
			11/05/08	T8697976	Police	Communication	80.08	752-0600 POLICE 9/1-10/13/08

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
					Public Works Admin	Communication	20.54	752-0600 PARKS 9/1-10/13/08
					Public Works Admin	Communication	4.09	752-0600 P.W. 9/1-10/13/08
					NON-DEPARTMENTAL	Communication	8.17	752-0600 ADMIN 9/1-10/13/08
					Building	Communication	16.17	752-8099 BLDG DEPT 9/1-10/13/08
					Police	Communication	335.98	752-8099 POLICE 9/1-10/13/08
					Public Works Admin	Communication	86.20	752-8099 PARKS 9/1-10/13/08
					Public Works Admin	Communication	17.14	752-8099 P.W. 9/1-10/13/08
					NON-DEPARTMENTAL	Communication	34.28	752-8099 ADMIN 9/1-10/13/08
					Check Totals		1,803.65	
027412	11/20/08	ATHERTON LUXURY HOMES	11/04/08	97 EUCLID	Building	Building Permit	14,912.96	CANCEL BLDG PERMIT 97 EUCLID
					NON-DEPARTMENTAL	Business Licens	14,623.20	CANCEL BUSNISS LICENSE FEE 97 EUCLID
					NON-DEPARTMENTAL	Road Impact Fee	28,840.20	CANCEL ROAD IMPACT FEES 97 EUCLID
					NON-DEPARTMENTAL	Building Deposi	3,468.75	CANCEL DEMOP RECYCLING DEPOSIT
					Check Totals		61,845.11	
027413	11/20/08	ATKINSON-FARASYN	11/14/08	10.20-31.08	City Attorney	Litigation Serv	19,828.06	OCTOBER 20-31, 2008
					Check Totals		19,828.06	
027414	11/20/08	C-BROOK CONSTRUCTION	11/19/08	4 FENWOOD	NON-DEPARTMENTAL	Other Deposits/	2,500.00	REFUND ROAD BOND 4 FENWOOD
					Check Totals		2,500.00	
027415	11/20/08	CALIFORNIA WATER SERVICE	10/30/08	4726166666/1	Building	Utilities	23.57	WATER SERVICE BLDG DEPT 9/25-10/24/08
			11/04/08	0686127445/1	Police	Utilities	39.73	WATER SERVICE POLICE 9/25-10/24/08
			11/04/08	9293092658/1	Public Works Admin	Utilities	10.10	WATER SERVICE P.W. 9/25-10/24/08
					Public Works Admin	Utilities	1,010.46	WATER SERVICE STREETS DEPT 9/25-10/24/08
					Public Works Admin	Utilities	281.28	WATER SERVICE PARKS 9/25-10/24/08
					Public Works Admin	Utilities	57.97	WATER SERVICE P.W. 9/25-10/24/08
					NON-DEPARTMENTAL	Utilities	48.86	WATER SERVICE LIBRARY 9/25-10/24/08
					NON-DEPARTMENTAL	Utilities	51.89	WATER SERVICE ADMIN 9/25-10/24/08
					Check Totals		1,523.86	
027416	11/20/08	CALPERS HEALTH BENEFITS DIV	10/15/08	303	NON-DEPARTMENTAL	Payroll Deducti	1,950.49	NOV 2008
			11/15/08	326	NON-DEPARTMENTAL	Payroll Benefit	51,422.46	NOV 2008

Town of Atherton  
 Check Disbursement by Vendor for the Check Dates 11/01/2008 through 11/30/2008

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
			11/15/08	326a	NON-DEPARTMENTAL	Payroll Deducti	1,950.49	DEC 2008
					NON-DEPARTMENTAL	Payroll Benefit	54,275.79	DEC 2008
					NON-DEPARTMENTAL	Payroll Benefit	69.97	INTEREST
						Check Totals	109,669.20	
027417	11/20/08	CDW GOVERNMENT INC.	11/03/08	MHC7051	NON-DEPARTMENTAL	Computer Softwa	252.09	MS OFFICE 2007 - L.HO
						Check Totals	252.09	
027418	11/20/08	THE CITIES GROUP A JOINT PO	11/12/08	11.12.08	NON-DEPARTMENTAL	Payroll Deducti	9,885.19	WORKERS COMP ASSESSMENT 7/1-12/31/08
					NON-DEPARTMENTAL	Payroll Deducti	642.49	SAFETY/COMPLIANCE PROG. ASSESSMENT 7/1-1
						Check Totals	10,527.68	
027419	11/20/08	CLARK PEST CONTROL	11/07/08	7665917	Public Works Admin	Grounds Mainten	780.00	WEED CONTROL HP PARK 11/7/08
			10/28/08	8029264	Public Works Admin	Grounds Mainten	550.00	AERATION HP PARK 10/28/08
			10/22/08	7501798	Public Works Admin	Grounds Mainten	200.00	QUARTLY ANT SPRAY TOWN HALL/PW/BLDGS 10/2
						Check Totals	1,530.00	
027420	11/20/08	JOE COMARTIN	11/19/08	78 ALEJANDRA	NON-DEPARTMENTAL	Building Deposi	1,000.00	REFUND RECYCLING DEPOSIT 78 ALEJANDRA
						Check Totals	1,000.00	
027421	11/20/08	COMCAST	09/24/08	0166649/10-0	Public Works Admin	Communication	60.00	INTERNET SERVICE HP PARK 10/2-11/1/08
						Check Totals	60.00	
027422	11/20/08	COMMERCIAL ENVIRONMENT LAND	11/03/08	2213-1108	Public Works Admin	Contract Lndscp	2,557.19	MONTHLY LANDSCAPE SRVCE NOV 08
						Check Totals	2,557.19	
027423	11/20/08	COTTON, SHIRES & ASSOCIATES	10/27/08	102573	Public Works Admin	Other Contract	7,898.54	COMPACTION TESTING PHASE IV 8/25-10/19/0
						Check Totals	7,898.54	
027424	11/20/08	MICHAEL DAVENPORT, TTEE	11/19/08	65 ACACIA	NON-DEPARTMENTAL	Other Deposits/	2,500.00	REFUND ROAD BOND 65 ACACIA

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027425	11/20/08	DEPARTMENT OF JUSTICE ACCOU	11/07/08	707357	Police	Check Totals	2,500.00	
						Other Contract	66.00	FINGERPRINT APPS OCT 2008
						Check Totals	66.00	
027426	11/20/08	DEPT. OF TOXIC SUBSTANCES C	11/17/08	CAL000261681	Public Works Admin	Utilities	150.00	2009 CAL EPA FEES S.TYLER
						Check Totals	150.00	
027427	11/20/08	DEAN DE VLUGT	11/18/08	11.12-14.08	Police	Training - POST	20.75	REIMB MEALS DUI DETECTION & TESTING 11/1
					Police	Gas & Oil	102.96	REIMB MILEAGE DUI DETECTION & TESTING 11
						Check Totals	123.71	
027428	11/20/08	DISCOUNT PLUMBING & ROOTER	11/19/08	1 FAIR OAKS	NON-DEPARTMENTAL	Other Deposits/	2,500.00	REFUND ROAD BOND 1 FAIR OAKS LN
						Check Totals	2,500.00	
027429	11/20/08	DIVERSIFIED MAINTENANCE SER	11/01/08	D24343	NON-DEPARTMENTAL	Custodial Servi	433.64	TOWN HALL NOV 08
					Police	Custodial Servi	587.97	POLICE DEPT NOV 08
					Building	Custodial Servi	205.41	PERMIT CENTER NOV 08
					Public Works Admin	Custodial Servi	271.70	PUBLIC WORKS MODULAR NOV 08
					Public Works Admin	Custodial Servi	161.93	CORP YARD MODULAR NOV 08
					NON-DEPARTMENTAL	Custodial Servi	445.58	LIBRARY NOV 08
						Check Totals	2,106.23	
027430	11/20/08	DONALD DUNPHY	11/18/08	10.20-22.08	Police	Training - POST	24.42	REIMB MEALS RADAR COURSE 10/20-10/22/08
					Police	Gas & Oil	33.93	REIMB MILEAGE RADAR COURSE 10/20-10/22/0
						Check Totals	58.35	
027431	11/20/08	FIRST CHOICE	10/28/08	157739	Public Works Admin	Building Suppli	25.00	COFFEE MAKER RENTAL OCT 08 PUBLIC WORKS
						Check Totals	25.00	
027432	11/20/08	FOX LANDSCAPING & IRRIGATIO	11/19/08	90 STOCKBRID	NON-DEPARTMENTAL	Building Deposi	1,207.65	REFUND RECYCLING DEPOSIT 90 STOCKBRIDGE

Town of Atherton  
 Check Disbursement by Vendor for the Check Dates 11/01/2008 through 11/30/2008

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027433	11/20/08	HEALTH EDUCATION SVC	11/10/08	12512	Police	Check Totals	1,207.65	
					Police	Non-Cap Tools &	1,161.31	9 EA AED BATTERIES "FORERUNNER" MODEL
					Police	Non-Cap Tools &	206.97	1 EA AED BATTERY "FR2" MODEL
					Police	Non-Cap Tools &	140.99	1 EA AED "ONSITE" MODEL
					Police	Non-Cap Tools &	112.58	1 EA AED CASE "ONSITE" MODEL
						Check Totals	1,621.85	
027434	11/20/08	KENNETH HUO	11/19/08	11.19.08	Building	Training & Safe	200.00	BLDG INSP SAFETY BOOTS - K. HUO
					Building	Training & Safe	16.00	PARKING & BRIDGE TOLLS FOR CALBO 10/2-10
						Check Totals	216.00	
027435	11/20/08	I.M.P.A.C. GOVERNMENT SERVI	10/22/08	5465/10-22-0	Police	Machinery & Equ	199.00	SCHEDULING SOFTWARE LICENSING
					Police	Machinery & Equ	309.95	SCHEDULING SOFTWARE PD & DISPATCH
					Police	Other Supplies	298.50	VACUUM & KITCHEN SUPPLIES
					Police	Other Supplies	271.47	EVIDENCE SUPPLIES
					Police	Office Supplies	96.95	LABELS FOR BARCODING EVIDENCE
					Police	Office Supplies	29.44	DESK PAD LT GUERRA
					Police	Office Supplies	20.90	COFFEE FOR P.D.
					Police	Training - POST	12.00	COFFEE FOR PD TRAINING
					Police	Equipment Maint	343.51	FLASHLIGHT PARTS FOR PD
						Check Totals	1,581.72	
027436	11/20/08	INFORMATION SERVICES ATTN:	11/10/08	1YAT10810	Police	Other Contract	1,166.33	OCT 08 MICROWAVE MAINT
					NON-DEPARTMENTAL	Other Contract	152.00	OCT 08 MICROWAVE MAINT
						Check Totals	1,318.33	
027437	11/20/08	INTERSTATE TRAFFIC CONTROL	11/06/08	118722	Public Works Admin	Construction Ma	27.06	MARKING STICK PW CORP YARD
						Check Totals	27.06	
027438	11/20/08	IWORQ SYSTEMS	10/21/08	2630	Public Works Admin	Computer Softwa	75.00	PAVEMENT MGMT & SUPPORT NOV 08

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027439	11/20/08	JENSEN LANDSCAPE SERVICE, I	10/25/08	068382	Public Works Admin	Contract Lndscp	2,225.00	MONTHLY MAINT HP PARK NOV 08
						Check Totals	75.00	
027440	11/20/08	KEVIN R. KIELTY KIELTY ARBO	08/18/08	694	Building	Other Contract	800.00	12 SELBY LANNE, OVERSEE BIDS & PLANTING
						Check Totals	800.00	
027441	11/20/08	KIKUCHI & ASSOCIATES	11/04/08	OCT 1-31,200	NON-DEPARTMENTAL	Other Contract	1,637.50	CONSTRUCTION DOCUMENTS HP PARK 10/1-10/3
						Check Totals	1,637.50	
027442	11/20/08	CAMERON LAWRENCE	11/19/08	11.19.08	Police	Liability Claim	443.81	REPLACE DAMAGED CELL PHONE
						Check Totals	443.81	
027443	11/20/08	JOHN MATTES	11/13/08	11/3-7/08	Police	Training - POST	21.98	REIMB RIMS CONF. MEALS
					Police	Gas & Oil	51.23	REIMB RIMS CONF MILEAGE
						Check Totals	73.21	
027444	11/20/08	MAINTENANCE SUPERINTENDENTS	11/19/08	12.04.08	Public Works Admin	Travel & Meetin	125.00	MSA DEC 4, 2008 - TYLER,HENDERSON,BUTLER
						Check Totals	125.00	
027445	11/20/08	NORCAL COATINGS	11/20/08	11.20.08	NON-DEPARTMENTAL	Other Contract	10,000.00	1 EA 160 WATKINS; REMOVE DOUBLE FRENCH D
						Check Totals	10,000.00	
027446	11/20/08	OFFICE DEPOT	10/23/08	448684295-00	City Manager	Office Supplies	7.78	FLASH DRIVE CITY CLERK
			11/06/08	450354223-00	Public Works Admin	Office Supplies	7.79	FLASH DRIVE PUBLIC WORKS
			10/23/08	448684284-00	Public Works Admin	Office Supplies	107.15	TELEPHONE HEADSET P.W.
			11/06/08	450354168-00	Building	Office Supplies	107.15	TELEPHONE HEADSET BLDG DEPT
				NON-DEPARTMENTAL	Office Supplies	214.33	(2) TELEPHONE HEADSETS ADMIN	
				Public Works Admin	Office Supplies	142.14	COPY PAPER/HEADSET AMPLIFIER	
				NON-DEPARTMENTAL	Office Supplies	852.38	COPY PAPER/AMPLIFEIR/TONERS	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027447	11/20/08	HSBC BUSINESS SOLUTIONS	10/14/08	047600001436	NON-DEPARTMENTAL	Office Supplies	366.33	COPY PAPER LTR/HEADSET/PENS/FILES/CALCUL
			10/14/08	428534331	Public Works Admin	Office Supplies	84.98	COPY PAPER LTR/ COPY PAPER 11X17
			10/14/08	047600001435	Building	Office Supplies	200.58	TONERS/COPY PAPER/STAMP PADS
						Check Totals	2,090.61	
027448	11/20/08	PAPE' MACHINERY	10/14/08	047600001436	Police	Office Supplies	59.07	LETTER SZ FOLDERS GREEN
			10/14/08	428534331	Police	Office Supplies	142.87	HP TONERS
			10/14/08	047600001435	Police	Office Supplies	-18.40	RETURN LABELWRITE SHIPPING LABELS
						Check Totals	183.54	
027449	11/20/08	PUBLIC EMPLOYEES RETIREMENT	10/31/08	1033839	Public Works Admin	Equipment Maint	916.37	REPAIR DAMAGE TO DRIVELINE JOHN DEERE 31
						Check Totals	916.37	
027449	11/20/08	PUBLIC EMPLOYEES RETIREMENT	11/14/08	11.14.08	NON-DEPARTMENTAL	Payroll Deducti	0.93	PERS WITHOLDING 11/2-11/08/08
			11/20/08	11.21.08	NON-DEPARTMENTAL	Payroll Benefit	413.31	PERS 11/2-11/08/08
			11/20/08	11.21.08	NON-DEPARTMENTAL	Payroll Deducti	3,137.90	PERS WITHOLDING 11/2-11/15/08
			11/20/08	11.21.08	NON-DEPARTMENTAL	Payroll Benefit	46,342.04	PERS 11/2-11/15/08
						Check Totals	49,894.18	
027450	11/20/08	PG & E	10/29/08	5678831191-0	Building	Utilities	47.87	ELECTRIC BLDG DEPT 9/24-10/22/08
			10/23/08	9531312943-9	Police	Utilities	2,175.31	ELECTRIC POLICE DEPT 9/24-10/22/08
			10/23/08	7457969332-1	Public Works Admin	Utilities	143.60	ELECTRIC P.W. 9/24-10/22/08
			10/23/08	9291302548-9	Public Works Admin	Utilities	4,276.94	ELECTRIC STREET LIGHTS 9/24-10/22/08
			10/23/08	9166302556-6	Public Works Admin	Utilities	286.19	ELECTRIC P.W. 9/24-10/22/08
			10/23/08	3457969588-2	Public Works Admin	Utilities	961.03	ELECTRIC PARKS 9/24-10/22/08
					NON-DEPARTMENTAL	Utilities	739.88	ELECTRIC LIBRARY 9/24-10/22/08
					NON-DEPARTMENTAL	Utilities	425.20	ELECTRIC ADMIN 9/24-10/22/08
						Check Totals	9,056.02	
027451	11/20/08	PMC	11/07/08	26919	Building	ZONING CODE UPD	2,993.75	10/01-10/31/08
						Check Totals	2,993.75	
027452	11/20/08	PURCHASE POWER	11/03/08	15433368881/	Finance	Rent - Tools &	259.80	METER RENTAL 11/16/08-2/15/09

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027453	11/20/08	RAPID NOTIFY	11/12/08	1078	Police	Check Totals	259.80	
						Other Contract	1,650.00	2009 EMERGENCY NOTIFICATION SYSTEM RENEW
						Check Totals	1,650.00	
027454	11/20/08	CITY OF REDWOOD CITY FINANC	10/31/08	BR22252	Police	Gas & Oil	4,449.13	POLICE DEPT 9/16-10/15/08
					Public Works Admin	Gas & Oil	185.38	PARKS 9/16-10/15/08
					Public Works Admin	Gas & Oil	71.33	PUBLIC WORKS 9/16/10/15/08
					Public Works Admin	Gas & Oil	1,275.04	P.W. STREETS 9/16-10/15/08
						Check Totals	5,980.88	
027455	11/20/08	CITY OF REDWOOD CITY FINANC	10/31/08	BR22222	Police	Equipment Maint	2,531.67	POLICE DEPT 9/16-10/15/08
					Public Works Admin	Equipment Maint	253.03	PUBLIC WORKS 9/16-10/15/08
						Check Totals	2,784.70	
027456	11/20/08	REDWOOD PLUMBING	11/11/08	W30530	Public Works Admin	Facility Repair	135.73	NO HEAT SERVICE CALL - TOWN COUNCIL CHAM
						Check Totals	135.73	
027457	11/20/08	REPUBLIC ITS	10/07/08	0809533R1	Public Works Admin	Traffic Mainten	488.39	TRAFFIC SIGNAL REPAIRS SEPT 08
						Check Totals	488.39	
027458	11/20/08	S & T INVESTIGATIONS	11/13/08	37	Police	Other Contract	2,411.44	BACKGROUND CHECK
			11/13/08	38	Police	Other Contract	375.00	PARTIAL BACKGROUND CHECK
						Check Totals	2,786.44	
027459	11/20/08	S.M. CO CITY MGRS ASSOC. C	11/19/08	12.05.08	City Manager	Travel & Meetin	45.00	CITY MGRS ANNUAL HOLIDAY LUNCH 12/5/08
						Check Totals	45.00	
027460	11/20/08	SAN MATEO COUNTY CHAPLAINCY	10/31/08	10.31.08	Police	Other Contract	500.00	OCT 2008 CHAPLAIN SERVICES

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027461	11/20/08	SAN MATEO CO SHERIFF'S OFFI	10/31/08	CL01846	Police	Check Totals	500.00	
						Other Contract	44.00	FORENSICS OCT 2008
						Check Totals	44.00	
027462	11/20/08	TERMINIX PROCESSING CENTER	11/03/08	281646615	NON-DEPARTMENTAL	Other Contract	4.00	PEST CONTROL INCREASE AMOUNT - LIBRARY O
						Check Totals	4.00	
027463	11/20/08	THIRD DEGREE COMMUNICATIONS	11/16/08	1732	Police	Training - POST	225.00	ADVANCED I & I, S.HALL 12/4/08
						Check Totals	225.00	
027464	11/20/08	UNIFIRST CORP.	10/22/08	291993	Public Works Admin	Uniforms	217.36	LAUNDRY STREETS DEPT 10/22-11/5/08
					Public Works Admin	Uniforms	88.48	LAUNDRY PARK GROUNDS 10/22-11/05/08
					Public Works Admin	Uniforms	43.89	LAUNDRY PARKS DEPT 10/22-11/05/08
					Public Works Admin	Custodial Servi	346.93	CLEAN/REPLACE MATS 10/22-11/5/08
						Check Totals	696.66	
027465	11/20/08	WILLIAMS SCOTSMAN	10/31/08	86104774	Public Works Admin	Rent - Faciliti	7,211.04	1 EA TRAILER AND SET-UP
			10/31/08	86081453	Public Works Admin	Rent - Faciliti	4,856.00	1 EA REMOVAL OF OLD TRAILER
					Public Works Admin	Rent - Faciliti	614.00	MONTHLY LEASE PAYMENTS 10/29/08-11/28/08
						Check Totals	12,681.04	
						Grand Totals	1,484,286.93	



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

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

**FROM: LOUISE HO, FINANCE OFFICER**

**DATE: FOR THE MEETING OF DECEMBER 17, 2008**

**SUBJECT: FINANCIAL REPORT FOR FIVE MONTHS ENDED NOVEMBER 2008**

### **RECOMMENDATION**

Receive the General Fund Financial Report for the five months ended November 30, 2008.

### **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 five months ended November 30, 2008, if revenues and expenditures are assumed to be distributed evenly, 41.7% of the annual FY 2008-09 Budget (5/12) should be earned or incurred.

The accrual amounts only reflect data up December 11, 2008. Staff is still in the process of reconciling accounts, and any necessary adjustments will be proposed in subsequent months.

### **General Fund Revenues**

For the five months ended November 30, 2008, the General Fund reported revenues of \$1,784,569, which is 16.8% of annual budgeted revenues for FY 2008-09. The main reason for the low percent is due to the fact that the Town of Atherton receives secured property taxes from the County of San Mateo three times a year.

## General Fund Expenditures

As to the expenditures for the five months ended November 30, 2008, the General Fund reported \$4,179,989, which is 39.3% of annual budgeted expenditures for FY 2008-09. All departments were within budget targets with the exception of the City Manager Department, which includes City Manager, City Clerk, and Human Resources, and the City Attorney Department.

As explained in the October 2008 financial report, the higher than expected expenditures in the City Manager and City Attorney Departments were due to costs incurred on personnel matters which were not originally budgeted.

## **FISCAL IMPACT**

Revenues and expenditures budget for FY 2008-09 for the General Fund will be reviewed and mid-year adjustments will be presented in February 2009.

Prepared by:

Approved by:

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Louise Ho  
Finance Director

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Jerome Gruber  
City Manager

Attachment: Financial Report

Town of Atherton  
General Fund

Financial Report for the Five Months Ended November 30, 2008

(Excl. Encumbrances)

Dept	Description	Budget FY08/09	5/12 of Budget	Actual Jul 08 thru Nov 08	Accrual	Adj. Actual Jul 08 thru Nov 08	% of 5/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual Jul 07 thru Nov 07
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	<b>Revenues</b>									
	Secured	4,299,782	1,791,576	224,307		224,307	12.5%	4,075,475	5.2%	205,805
	Unsecured	250,000	104,167	272,634		272,634	261.7%	(22,634)	109.1%	240,835
	SB813 Redemption	150,000	62,500	28,140		28,140	45.0%	121,860	18.8%	26,771
	Home Owners Prop Tax Re	31,500	13,125			-	0.0%	31,500	0.0%	
	Local Sales & Use Tax	115,000	47,917	45,898		45,898	95.8%	69,102	39.9%	38,507
	Public Safety Sales Tax	69,000	28,750	11,776		11,776	41.0%	57,224	17.1%	29,395
	IN LIEU SALES TAX/TRIPLE FLI	54,235	22,598			-	0.0%	54,235	0.0%	
	Franchise Taxes-PG&E	225,000	93,750			-	0.0%	225,000	0.0%	
	Franchise Tax-Cal Water	84,000	35,000			-	0.0%	84,000	0.0%	
	Franchise Tax-BFI	173,000	72,083	37,007		37,007	51.3%	135,993	21.4%	36,440
	Franchise Taxes-Cable	88,000	36,667	49,597		49,597	135.3%	38,403	56.4%	39,666
	Document Trsf Tax	250,000	104,167	92,558		92,558	88.9%	157,442	37.0%	105,121
	Motor Vehicle In-Lieu	641,300	267,208	11,163		11,163	4.2%	630,137	1.7%	15,641
	Business Licenses	450,000	187,500	132,128		132,128	70.5%	317,872	29.4%	179,252
	Home Occupation	6,000	2,500	1,600		1,600	64.0%	4,400	26.7%	5,770
	Building Permit	1,300,000	541,667	250,631		250,631	46.3%	1,049,369	19.3%	410,729
	Encroachment	110,000	45,833	108,582		108,582	236.9%	1,419	98.7%	36,840
	Other Licenses & Permit	-	-	300		300	100.0%	(300)	100.0%	175
	Landscape Fee	4,000	1,667	(5,000)		(5,000)	-300.0%	9,000	-125.0%	1,700
	Vehicle Code Fines	30,000	12,500	5,396		5,396	43.2%	24,604	18.0%	
	Other Fines & Forfeit	11,000	4,583	3,890		3,890	84.9%	7,110	35.4%	18,184
	ERAF Subvention	468,206	195,086			-	0.0%	468,206	0.0%	
	Ca State 911 Reimb	54,500	22,708			-	0.0%	54,500	0.0%	

Town of Atherton  
General Fund

Financial Report for the Five Months Ended November 30, 2008

(Excl. Encumbrances)

Dept	Description	Budget FY08/09	5/12 of Budget	Actual Jul 08 thru Nov 08	Accrual	Adj. Actual Jul 08 thru Nov 08	% of 5/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual Jul 07 thru Nov 07
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
			41.7%							
	POST Reimb	20,000	8,333	4,537		4,537	54.4%	15,463	22.7%	2,964
	Other Reimbursements	60,000	25,000	16,400		16,400	65.6%	43,600	27.3%	30,360
	SB 90 reimbursement	-	-	-		-	0.0%	-	0.0%	8,575
	Grants	40,000	16,667	7,530		7,530	45.2%	32,470	18.8%	89,711
	React Task Force Reimb	140,000	58,333	27,485		27,485	47.1%	112,515	19.6%	
	Elections Processing Fee	-	-	2,000		2,000	100.0%	(2,000)	100.0%	
	Document/Research Fee	400	167			-	0.0%	400	0.0%	370
	Photocopy Fee	4,000	1,667	2,770		2,770	166.2%	1,230	69.2%	920
	Alarm Sign Fees	600	250	60		60	24.0%	540	10.0%	150
	Vehicle Release	1,500	625	840		840	134.4%	660	56.0%	660
	Police Report	3,000	1,250	800		800	64.0%	2,200	26.7%	945
	Special Service Fee	4,500	1,875	372		372	19.9%	4,128	8.3%	1,830
	Post Office	55,000	22,917	17,254		17,254	75.3%	37,746	31.4%	21,568
	SMIP Fees	11,000	4,583	4,005		4,005	87.4%	6,995	36.4%	3,529
	Application Fee	35,000	14,583	7,725		7,725	53.0%	27,275	22.1%	12,866
	Zoning & Planning Fees	37,000	15,417	20,250		20,250	131.4%	16,750	54.7%	1,500
	Plan Check	365,000	152,083	158,362		158,362	104.1%	206,638	43.4%	22,725
	Social Fees	125,000	52,083	64,893		64,893	124.6%	60,108	51.9%	43,725
	Meeting Fees	65,000	27,083	22,294		22,294	82.3%	42,706	34.3%	22,813
	Class Fees	16,000	6,667	5,116		5,116	76.7%	10,885	32.0%	7,792
	WEDDINGS	-	-	25,073		25,073	100.0%	(25,073)	100.0%	
	PARK DAY USE FEE	-	-	299		299	100.0%	(299)	100.0%	
	Interest Income	400,000	166,667	82,093		82,093	49.3%	317,907	20.5%	119,714
	Cellular One	36,000	15,000	11,858		11,858	79.1%	24,142	32.9%	14,102

Town of Atherton  
General Fund

Financial Report for the Five Months Ended November 30, 2008

(Excl. Encumbrances)

Dept	Description	Budget FY08/09	5/12 of Budget	Actual Jul 08 thru Nov 08	Accrual	Adj. Actual Jul 08 thru Nov 08	% of 5/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual Jul 07 thru Nov 07
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	Property Rental-Playscl	75,000	31,250	26,119		26,119	83.6%	48,881	34.8%	30,000
	Sale of Property	-	-	1,514		1,514	100.0%	(1,514)	100.0%	720
	Donations/Contributions	24,000	10,000	(1,086)		(1,086)	-10.9%	25,086	-4.5%	1,588
	Miscellaneous Income	10,000	4,167	5,402		5,402	129.7%	4,598	54.0%	16,851
	Transfers in from Gas Tax	100,000	41,667			-	0.0%	100,000	0.0%	
	Transfers in from GFCLP	150,000	62,500			-	0.0%	150,000	0.0%	
	<b>Total Revenues</b>	<b>10,642,523</b>	<b>4,434,385</b>	<b>1,784,569</b>	<b>-</b>	<b>1,784,569</b>	<b>40.2%</b>	<b>8,857,954</b>	<b>16.8%</b>	<b>1,846,811</b>
	<b>EXPENDITURES</b>									
City Council	Advertising/Publishing	500	208			-	0.0%	500	0.0%	
	Other Contract Services	9,000	3,750	80		80	2.1%	8,920	0.9%	
	Office Supplies	600	250	1,299		1,299	519.6%	(699)	216.5%	
	Membership/Dues	18,000	7,500	9,447		9,447	126.0%	8,553	52.5%	12,454
	Travel & Meetings	6,000	2,500	1,571	55	1,626	65.1%	4,374	27.1%	5,172
	Boards & Commissions	1,000	417			-	0.0%	1,000	0.0%	
	Special Events & Awards	1,000	417	119	400	519	124.6%	481	51.9%	
	Administrative Services	381	159			-	0.0%	381	0.0%	
	Computer-Services Charge	796	332	332			0.0%	796	0.0%	
	City Council Totals:	37,277	15,532	12,848	455	12,972	83.5%	24,306	34.8%	17,626
City Manager	Salaries & Benefits	555,121	231,300	172,183	19,850	192,033	83.0%	363,088	34.6%	205,480
City Clerk	Contract Services	84,000	35,000	113,995	5,818	119,813	342.3%	(35,813)	142.6%	19,334
Personnel	Supplies & Materials	7,700	3,208	4,335	802	5,137	160.1%	2,564	66.7%	3,386
	General Expenses	60,000	25,000	25,381	531	25,912	103.6%	34,088	43.2%	2,974

Town of Atherton  
General Fund

Financial Report for the Five Months Ended November 30, 2008

(Excl. Encumbrances)

Dept	Description	Budget FY08/09	5/12 of Budget	Actual Jul 08 thru Nov 08	Accrual	Adj. Actual Jul 08 thru Nov 08	% of 5/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual Jul 07 thru Nov 07
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	Reimbursements	30,315	12,631	12,631		12,631	100.0%	17,684	41.7%	
	City Manager Totals:	737,136	307,140	328,525	27,000	355,526	115.8%	381,610	48.2%	231,174
City Attorney	Contract Services	198,000	82,500	104,729	19,734	124,463	150.9%	73,537	62.9%	139,961
Legal Services	General Expenses	2,000	833			-	0.0%	2,000	0.0%	
	Reimbursements	6,228	2,595	2,595		2,595	100.0%	3,633	41.7%	
	City Attorney Totals:	206,228	85,928	107,324	19,734	127,058	147.9%	79,170	61.6%	139,961
Finance	Salaries & Benefits	348,040	145,017	144,346	9,241	153,587	105.9%	194,453	44.1%	140,509
Post Office	Contract Services	50,000	20,833	2,324	2,470	4,794	23.0%	45,206	9.6%	41,559
	Supplies & Materials	11,000	4,583	3,357		3,357	73.2%	7,643	30.5%	1,654
	General Expenses	3,600	1,500	526	291	817	54.5%	2,783	22.7%	548
	Rents & Leases			590		590	100.0%	(590)	100.0%	
	Facility & Equipment	10,000	4,167			-	0.0%	10,000	0.0%	
	Reimbursements	19,616	8,173	8,173		8,173	100.0%	11,443	41.7%	
	Finance Totals:	442,256	184,273	159,316	12,002	171,318	93.0%	270,938	38.7%	184,270
Building	Salaries & Benefits	864,441	360,184	271,812	32,149	303,961	84.4%	560,480	35.2%	276,506
Planning	Contract Services	569,954	237,481	122,072	84,722	206,794	87.1%	363,161	36.3%	379,439
	Supplies & Materials	43,000	17,917	24,148	671	24,819	138.5%	18,181	57.7%	6,963
	General Expenses	11,000	4,583	2,737	1,600	4,337	94.6%	6,663	39.4%	789
	Facility & Equipment	5,500	2,292			-	0.0%	5,500	0.0%	501
	Reimbursements	48,358	20,149	20,149		20,149	100.0%	28,209	41.7%	
	Building Totals:	1,542,253	642,605	440,918	119,141	560,060	87.2%	982,193	36.3%	664,198

Town of Atherton  
General Fund

Financial Report for the Five Months Ended November 30, 2008

(Excl. Encumbrances)

Dept	Description	Budget FY08/09	5/12 of Budget	Actual Jul 08 thru Nov 08	Accrual	Adj. Actual Jul 08 thru Nov 08	% of 5/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual Jul 07 thru Nov 07
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
Police	Salaries & Benefits	4,307,040	1,794,600	1,549,339	158,247	1,707,586	95.2%	2,599,454	39.6%	1,749,573
	Contract Services	260,670	108,613	94,439	54,792	149,231	137.4%	111,439	57.2%	139,505
	Supplies & Materials	185,002	77,084	44,991	3,866	48,857	63.4%	136,145	26.4%	89,147
	General Expenses	157,983	65,826	32,542	5,277	37,819	57.5%	120,164	23.9%	14,462
	Facility & Equipment	99,005	41,252	17,384	5,413	22,797	55.3%	76,209	23.0%	23,533
	Reimbursement	141,886	59,119	59,119		59,119	100.0%	82,767	41.7%	
	Police Totals:	5,151,586	2,146,494	1,797,814	227,594	2,025,408	94.4%	3,126,178	39.3%	2,016,220
Public Works	Salaries & Benefits	1,481,828	617,428	581,613	52,799	634,412	102.8%	847,416	42.8%	605,309
Parks & Recr	Contract Services	638,150	265,896	128,838	21,845	150,683	56.7%	487,467	23.6%	163,341
	Supplies & Materials	113,200	47,167	21,290	17,921	39,211	83.1%	73,989	34.6%	48,883
	General Expenses	106,500	44,375	41,446	22,959	64,405	145.1%	42,095	60.5%	14,581
	Rent & Leases	47,068	19,612	14,185		14,185	72.3%	32,883	30.1%	11,078
	Facility & Equipment	75,700	31,542	(866)	932	66	0.2%	75,634	0.1%	14,922
	Reimbursements	58,705	24,460	24,685		24,685	100.9%	34,020	42.0%	375
	Public Works Totals:	2,521,151	1,050,480	811,191	116,456	927,647	88.3%	1,593,504	36.8%	858,489
	Total Expenditures	10,637,887	4,432,453	3,657,937	522,383	4,179,989	94.3%	6,457,898	39.3%	4,111,938
	Excess (Deficiency) of Revenues over Expenditures	4,636	1,932	(1,873,368)	(522,383)	(2,395,419)	-124007.9%	2,400,055	-51670.0%	(2,265,128)



## 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 DECEMBER 17, 2008**

**SUBJECT: ROAD IMPACT FEE REPORT FOR FY 2007-2008 (AB 1600)**

#### **RECOMMENDATION:**

Approve the Road Impact Fee Report for FY 2007-2008.

#### **INTRODUCTION:**

The Town of Atherton currently has one Development Impact Fee (DIF), a Road Impact Fee, (Resolution 05-34 passed on March 16, 2005). The intent of this fee is to allow mitigation of the impacts of private construction which includes accelerated wear and tear to the City's roads due to numerous heavy loads brought on by construction activity.

Because the City collects a DIF, Government Code Section 66006 (b)(1) requires the preparation of a report to disclose the financial activity associated with the fee. This staff report and attachments provide the Council and public the opportunity to review the status of the Town's DIF as it pertains to Fiscal Year 2007-08 and comply with State Law.

#### **ANALYSIS:**

Government Code Section 66006 (b)(1) requires a local agency, within 180 days after the last day of each fiscal year, to make available to the public the following information for the fiscal year:

- A) A brief description of the type of fee in the account or fund.
- B) The amount of the fee.
- C) The beginning and ending balance of the account or fund.

- D) The amount of the fees collected and the interest earned.
- E) An identification of each public improvement on which the fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, and the public improvement remains incomplete.
- G) A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- H) The amount of refunds made.

The Town's DIF was established on September 20, 2000, and was put into effect on December 18, 2000. A budget was created to spend these monies.

For Fiscal Year 2007 Road Impact funds amounting to \$158,221.61 were expended as follows:

2007-08 Street Patch, Seal & Overlay Project	\$60,478.34
2007-08 Slurry Sealing	\$68,863.30
Surveying for 2008-09 Street Reconstruction	\$28,880.00

As illustrated in the FY2007/2008 Road Impact Fund expenditure budget (part of the Capital Improvement Plan), the funds budgeted was sufficient to complete the budgeted street repair with a balance remaining. The current FY2008/2009 Road Impact Fund budget (part of the Capital Improvement Plan) uses most of the DIF fund balances and supplements it with funds from other funds to allow full funding of all the programmed projects:

No inter-fund transfers or loans were made from the DIF Fund. Refunds and cancellations of projects amounted to a total of \$88,421.67.

### **FISCAL IMPACT:**

The Building Department collected this money for the sole purpose of repairing Town streets. The fund balance, as of June 30, 2008, is \$777,562. The fee revenue and expenditure plan is included in the current 2008-2009 CIP Budget. Anticipated total fund available in FY 2008-09 is \$1,727,562. Budgeted expenditures are \$1,706,667.

Prepared By:

Approved:

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

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Jerome D. Gruber  
City Manager

Attachments: FY 2007-08 Road Impact Fee Report





**Town of Atherton**

**CITY COUNCIL STAFF REPORT**

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

**FROM: EILEEN WILKERSON, ASSISTANT CITY MANAGER**

**DATE: CITY COUNCIL MEETING OF DECEMBER 17, 2008**

**SUBJECT: ADOPTION OF A RESOLUTION APPROVING TOWN POLICY – 1.5  
ADMINISTRATION OF PERSONNEL RECORDS**

**RECOMMENDATION:**

Staff recommends that the City Council Adopt a Resolution Approving Policy 1.5 Administration of Personnel Records

**INTRODUCTION:**

Town Policy 1.5 Administration of Personnel Records is needed to establish procedures and responsibilities for the maintenance of employee Personnel Records.

In October 2008 staff began preparing Draft Town Policy 1.5 Administration of Personnel Records. During the past two months the draft policy has undergone revisions due to review by the Town's City Manager, Management Team, Union Business Representatives and Shop Stewards, and District legal and labor counsel. The draft policy was emailed to all Atherton employees for comment.

The draft policy presented to the Council for action on December 17<sup>th</sup> was emailed on November 18, 2008 to all appropriate Union representatives for both Atherton Police Officers' Association (APOA) and Teamsters Local Union No. 856. APOA, the City Manager, and Assistant City Manager met and conferred regarding the draft Policy on December 9, 2008. The draft policy was emailed and posted on December 10, 2008 for staff comment.

Prepared by:

Approved by:

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Eileen Wilkerson  
Assistant City Manager

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Jerry Gruber  
City Manager

Attachment:

- Draft Town Policy – 1.5 Administration of Personnel Records
- Resolution

# TOWN OF ATHERTON

<b>DRAFT Policy</b>	<b>Number:</b> 1.5	<b>Date of Approval:</b>	<b>Adopted By:</b> Resolution
<b>Title:</b> Administration of Personnel Records	<b>Prepared By:</b> E. Wilkerson	<b>Revised By:</b>	<b>Page:</b> Page 1 of 3
<b>Purpose:</b> To establish procedures and responsibilities for the maintenance of employee Personnel Records.			

## 1. STATEMENT OF POLICY

It is the policy of the Town that the personnel records of the Town shall be administered and maintained in a manner consistent with Law, while maintaining the privacy rights of the employee. The Town is the owner and custodian of each personnel record and file.

## 2. DESCRIPTION OF PROCEDURES

### 2.1 The Personnel Officer

The Personnel Officer is responsible for establishing and maintaining an Official Personnel File for each employee of the Town. The City Manager is designated as the Personnel Officer of the Town. The Personnel Officer may designate the Assistant City Manager (Human Resource Manager) or any other Department Head or clerical employee to assist with any and all duties.

Personnel information includes salary information, merit increases, information contained in performance evaluations, job applications, hiring dates and anniversary dates.

#### 2.1.1 Official Personnel Files

Department Heads are responsible for the forwarding of documents for inclusion in the Official Personnel Files of those employees assigned to their department.

Each employee may review information contained in the Official Personnel File at reasonable intervals and at reasonable times.

An administration representative must be present when an employee reviews his or her file. The Assistant City Manager shall schedule all inspection of records by employees. The purpose of the inspection is to ensure accuracy and completeness of the file. Only the Personnel Officer or Assistant City Manager may remove items from the respective files with notification to the respective Department Head.

##### 2.1.1.1 Contents of Official Personnel File

The official personnel file will contain only information that is necessary and relevant to the administration of the Town's personnel program.

<b>DRAFT Policy</b>	<b>Number:</b> 1.5	<b>Date of Approval:</b>	<b>Adopted By:</b> Resolution
<b>Title:</b> Administration of Personnel Records	<b>Prepared By:</b> E. Wilkerson	<b>Revised By:</b>	<b>Page:</b> Page 2 of 3

### **2.1.1.2 Duty to Notify Town of Changes in Personnel Information**

- Mailing address
- Telephone number
- Emergency contact
- Number and names of dependents

## **2.2 Procedures For The Release And Accessibility Of Information In The Personnel Files**

### **2.2.1 Confidentiality**

The Personnel Officer and all other Town employees with access to personnel records shall treat as confidential all personnel information from personnel, finance and accounting, or any other Town file. Only the Personnel Officer, Assistant City Manager or his or her designee shall have the authority to release personnel information as authorized by law.

### **2.2.2 Access to Information**

Access to information contained in an employee's personnel file will be limited to the City Manager, Personnel Officer, Assistant City Manager, respective Department Heads, designated clerical employees whose job duties include file maintenance, and the individual employee who is the subject of the file. Files pertaining to employees who are bonafide candidates of interdepartmental transfer will be accessible by the prospective gaining Department Head.

Each employee file will contain an entry log for recording every person's access to the records and purpose with an exception of personnel file maintenance by the Personnel Officer, Assistant City Manager, and designated clerical employees whose job duties include file maintenance.

## **2.3 Procedures For The Administration, Release And Accessibility of Personnel Information Maintained In Town Finance And Accounting Files and Records**

### **2.3.1 Confidentiality**

The Personnel Officer, Assistant City Manager, and all other Town employees whose job duties require access to personnel records or other personnel information maintained in Town Finance and Accounting Files and Records shall treat as confidential all such

<b>DRAFT Policy</b>	<b>Number:</b> 1.5	<b>Date of Approval:</b>	<b>Adopted By:</b> Resolution
<b>Title:</b> Administration of Personnel Records	<b>Prepared By:</b> E. Wilkerson	<b>Revised By:</b>	<b>Page:</b> Page 3 of 3

personnel information. The Personnel Officer and Assistant City Manager shall have the authority to release such information to the public or other employees

### **2.3.2 Access to Information**

Access to information contained in Town Finance and Accounting Files and Records will be limited to the City Manager, Personnel Officer, Assistant City Manager, respective Department Heads and individual employees whose job duties require such access. Files pertaining to employees who are bonafide candidates of interdepartmental transfer will be accessible by the prospective gaining Department Head.

**RESOLUTION NO. 08-**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON TO APPROVE TOWN POLICY – 1.5 ADMINISTRATION OF PERSONNEL RECORDS**

**WHEREAS**, the City Council of the Town of Atherton has determined that Town Policy – 1.5 “Administration of Personnel Records” is needed to establish procedures and responsibilities for the maintenance of employee Personnel Records;

**NOW, THEREFORE**, the City Council of the Town of Atherton hereby resolves as follows:

The City Council approves Town Policy – 1.5 Administration of Personnel Records as presented in Town Policy 1.5 attached to this Resolution and incorporated by reference herein.

This Resolution shall be effective immediately upon adoption.

*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 meeting thereof held on the 17<sup>th</sup> day of December, 2008, by the following vote:*

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

---

James R. Janz  
MAYOR, Town of Atherton

ATTEST:

---

Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

---

Marc G. Hynes, City Attorney

**ITEM 13**

**ADOPTION OF A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE FREIGHT CHECKERS, CLERICAL  
EMPLOYEES AND HELPERS, LOCAL UNION NO. 856  
(TEAMSTERS REPRESENTING MISCELLANEOUS  
TOWN EMPLOYEES) AND THE TOWN OF ATHERTON  
FOR THE PERIOD OF JULY 1, 2008 THROUGH JUNE 30,  
2009**

*The staff report for this item will be delivered to the Council  
under separate cover on Monday, December 15, 2008.*

**ITEM 14**

**ADOPTION OF A RESOLUTION ADOPTING SALARIES  
AND BENEFITS FOR MANAGEMENT STAFF FOR  
FISCAL YEAR 2008-09 THROUGH June 30, 2009**

*The staff report for this item will be delivered to the Council  
under separate cover on Monday, December 15, 2008.*

**ITEM 15**

**ADOPTION OF A RESOLUTION RATIFYING FUNDS  
IDENTIFIED IN RESOLUTION NO. 00-13 TO BE  
TRANSFERRED FROM THE GENERAL FUND TO THE  
BUILDING DEPARTMENT'S FUND FOR A  
REPLACEMENT BUILDING**

*The staff report for this item will be delivered to the Council on  
separate cover on Monday, December 15, 2008.*



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: MARC G. HYNES, CITY ATTORNEY**

**DATE: FOR THE CITY COUNCIL MEETING OF DECEMBER 17, 2008**

**SUBJECT: CONSIDERATION AND ADOPTION OF A RESOLUTION REGARDING TUNNELING/TRENCHING THE RIGHT-OF-WAY FOR HIGH-SPEED RAIL THROUGH ATHERTON**

### **RECOMMENDATION:**

It is recommended that the City Council review, approve and adopt the resolution described above and attached hereto with modifications, if any.

### **BACKGROUND:**

The Town has actively followed proposed developments of a high-speed rail project on a route which was previously expressed as a possibility, and now is being pursued as an actual site. The Town has joined a lawsuit challenging the adequacy of the environmental impact report which has considered a project for construction of a high-speed rail project running from San Francisco to Los Angeles.

Since the Proposition IA regarding high-speed rail bonds passed on November 4, 2008, the City Council wants the Town to go on record stating that high-speed rail be mitigated through Atherton by tunneling/trenching the right-of-way.

The resolution which accompanies this report carries this action forward.

### **FISCAL IMPACT:**

None.

Prepared By:

Approved By:

/s/ Marc Hynes  
Marc G. Hynes  
City Attorney

\_\_\_\_\_  
Jerry Gruber  
City Manager

Attachments: Resolution

**RESOLUTION NO. 08-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
REGARDING MITIGATION OF HIGH-SPEED RAIL BY TUNNELING/TRENCHING  
THE RIGHT-OF-WAY FOR HIGH-SPEED RAIL THROUGH THE TOWN OF  
ATHERTON**

**WHEREAS**, the Town of Atherton has carefully monitored proposals for high-speed rail from San Francisco to Los Angeles; and

**WHEREAS**, the Town has submitted numerous recommendations regarding the best route for high-speed rail, which comments neither have been recognized or properly addressed;

**NOW, THEREFORE**, the City Council of the Town of Atherton hereby resolves as follows:

The City Council declares its position that because high-speed rail bonds were approved by voters at the election on November 4, 2008, the project when implemented through the Town of Atherton be constructed in a tunnel or trench below grade. Construction in this fashion, while not avoiding all negative impacts including, particularly, noise, will at least be mitigated.

This Resolution shall be effective immediately upon adoption.

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 17th day of December, 2008, by the following vote:*

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

\_\_\_\_\_  
James R. Janz, MAYOR  
Town of Atherton

ATTEST:

\_\_\_\_\_  
Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Marc G. Hynes, City Attorney



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JERRY GRUBER CITY MANAGER**

**DATE: FOR THE MEETING OF DECEMBER 17, 2008**

**SUBJECT: CITY MANAGER'S SECOND QUARTER UPDATE ON GOALS AND OBJECTIVES AS IDENTIFIED IN THE 2008/2009 BUDGET**

#### **RECOMMENDATION:**

Review and accept the City Manager's update of Goals and Objectives as identified in the 2008/09 Budget.

#### **INTRODUCTION:**

Every three months I will be updating the City Council on my Goals and Objectives as identified in the 2008/09 Budget. If any changes occur with regard to those Goals and Objectives, I will keep the Council informed.

- 1. Investigate long-term financing mechanisms well in advance of the parcel tax sunset date of June 30, 2010.**

The City Manager has hired a new Finance Director. One of the highest priorities is to establish a consensus with the new City Council on the specific direction regarding a long-term financing mechanism, including renewing the existing parcel tax or the consideration of implementing a utility user tax (UUT) in the future. The Finance Committee met on December 8, 2008, where the item was on the agenda for discussion.

**2. Determine the feasibility (politically, economically, and operationally) of a new or remodeled Atherton Town Center and implement recommendations from the Facility Study.**

The feasibility study, at least from a space evaluation standpoint, has been completed and two presentations have been made to the public. Tours of the Town facilities have been initiated, and a staff report has been prepared as part of this agenda asking that a donor fund be set up with the Silicon Valley Community Foundation in order to solicit donations for the Town Center.

**3. Pursue options of obtaining Town of Atherton Housing Element State Certification.**

Significant progress is being made with regard to obtaining a State Certified Housing Element. Surveys have been sent to all Atherton residents and a workshop was conducted at the Jennings Pavilion that solicited input from the residents regarding the Housing Element. Discussion regarding second dwelling units to meet the Town's Housing Element requirements was held and, after the first of the year, additional meetings will be scheduled.

**4. Determine feasibility of annexation, commercial and residential, and, if feasible, pursue annexation of designated areas.**

I met with Lisa Costa Sanders, the Town's Deputy Town Planner, and Martha Poyatos from LAFCO regarding annexation and to learn more about the process. I have asked Martha to prepare a memorandum outlining the challenges associated with annexation for the Town.

**5. Fund and build quad gates at train crossings, implement quiet zones, and get Caltrain to accommodate Atherton's concerns regarding High-Speed Rail.**

With the recent passing of Proposition 1A in November, the willingness for Caltrain to install quad gates has significantly diminished. Public Works Director Duncan Jones and I met with representatives from Caltrain to discuss this matter and were told that quad gates would only be installed at Fair Oaks Avenue. Caltrain did, however, agree to prepare a cost estimate with regard to the installation of quad gates on Watkins Avenue in order to see if the Town of Atherton was willing to pay for those gates. Significant improvements have been made to the crossing at Watkins Avenue, and Fair Oaks is scheduled for upgrades next.

**6. Recruit and hire Police Chief, Assistant City Manager, and Finance Director.**

Glenn Nielsen has been hired as the Town's new Police Chief and has not missed a beat. The transition for the Town's new Police Chief has been smooth. Eileen

Wilkerson, the Town's first Assistant City Manager, has been a breath of fresh air for the Town of Atherton. Louise Ho is the Town's new Finance Director and has brought a level of expertise to the Town that has not been experienced in the past. The Management Team is in place and I am excited about the future

**7. Recruit and hire Atherton's next part-time City Clerk.**

Interviews for the Position of Part-Time City Clerk were conducted. Unfortunately, the Town could not find the right fit for the organization. I will be bringing a recommendation to the City Council that the position be made full-time in order to support the City Council; the Administrative functions for the Town; and records management, retrieval, and destruction.

**8. Mentor current and future department heads and staff in order to develop a strong management team that shares the City Manager's philosophy of management while supporting the goals and objectives of the City Council.**

I have thoroughly enjoyed working with the Senior Management Team for the Town of Atherton. I believe that significant improvements have been made by each department manager in areas of Human Resources, Employee Evaluations, Budgeting, and overall fiscal accountability. I will continue to work with each department manager and encourage and develop strong managerial skills that will enable his/her department to operate more efficiently and effectively.

**9. Be responsive to residents of Atherton and their concerns in a timely manner.**

I answer all phone calls and emails within a twenty-four hour period and make sure that I follow up with concerns from our residents. I encourage all department managers to personally handle residents' complaints and concerns within the same time frame. We continually strive to improve customer service while making every effort to resolve conflicts with litigation.

**10. Evaluate and implement additional resources to improve communications between the Town and residents of Atherton.**

Staff has significantly improved the *Athertonian* quarterly newsletter. The Town's website has been improved, and we have started an email signup for residents to be informed of news about Atherton. To date, we have approximately 400 Atherton residents signed up for the Town's emails. Additional articles in *The Almanac* relating to Building, Planning, and workshop activities are posted. A willingness exists by all department managers to go the extra mile when communicating with the Town's residents.

**11. Stay informed and involved with regional issues that impact Atherton.**

The City Manager sits on the SBWMA Board and continues to provide the City Council with information in a timely manner regarding the Norcal Contract, the Shoreline Recycling Facility, the overall status of the JPA, and how neighboring communities' decisions impact Atherton residents. The City Manager also sits on the San Mateo County Library JPA Library Operational Board. The City Manager attends monthly meetings of the San Mateo County City Managers' Association and meets on a regular basis with city managers throughout the area. The City Manager stays informed on events relating to High-Speed Rail.

**12. Develop an honest and respectful relationship with the City Council of Atherton.**

The City Manager is committed to treating each Council Member with respect and will continue to spend one-on-one time with each Council Member in order to develop a healthy professional relationship. Over the past 11 months, I have worked hard to build the trust of the City Council and will continue to do so with the new Mayor, Vice Mayor, and the newest member of the City Council.

**13. Complete labor negotiations with Atherton Police Officers Group, Miscellaneous Group and Management Group.**

A tentative agreement with the Atherton Police Group, Miscellaneous Group and the Management Group has been reached and will be brought to the City Council on December 17, 2008.

**14. Maintained fiscal responsibility by adhering to the 2008/09 Budget.**

Expenditures within the individual departments are within the budget amount other than legal expenses that have been incurred due to unanticipated legal matters. The Budget for fiscal year 2008/2009 was balanced with no additional funds being taken from reserves. The City Manger's discretionary fund was eliminated as part of the fiscal year 2008/2009. This fund historically has covered unexpected expenses that arise during the year.

**15. Complete the annual financial statement.**

Caporicci & Larson will be doing our audit this year and a contract has been signed. Audit Committee members need to be selected for the Audit Committee. Louise Ho and I have been working on a RFP for a new audit firm to represent the Town for next year's audit. Staff is assuming additional responsibilities that in the past have been contracted out as part of the audit process. The new Finance Director will be working closely with Caporicci & Larson to ensure that the audit process continues to move forward.

**16. Complete a Memorandum of Understanding between the Town of Atherton and the Menlo Park Fire Protection District.**

The Walsh Road Evacuation Plan is moving forward and two Memorandums of Understanding have been drafted: one for the Circus Club, and the other for California Water. Unfortunately, little progress has been made with regards to this matter. It is unclear what the Memorandum of Understanding would entail. A clear understanding between the Town of Atherton, CERTS , and the Menlo Park Fire Protection District needs to be established before any agreement can be reached.

**17. Minimize legal costs by working closely with the Town's legal counsel, other legal counsel, and stakeholders.**

**Legal costs continue to be more than originally anticipated due to the Town's legal counsel based on hours worked versus a contract price. Additional legal costs have been incurred due to two independent investigations and numerous personnel-related matters that the City Manager inherited.**

**18. Develop professionally through CAL-ICMA and local and regional organizations.**

I attended the League of California Cities Annual Conference in Long Beach, California, and continue to be actively involved in serving on Preparing the Next Generation Committee. I will be attending the League of Cities City Managers' Workshop in February and continue to receive CAL-ICMA information via email everyday.

**19. Being a strong leader with emphasis on restoring a sense of pride and professionalism to the Town of Atherton and to the position of City Manager.**

The City Manager will continue to lead the senior management team while promoting staff development, organizational efficiency and effectiveness, and a lead-by-example culture.

**20. Work with Caltrans and local and regional stakeholders to improve drainage on El Camino Real.**

The Public Works Department has cleaned all excess vegetation and debris off the fences of residents along El Camino Real. By doing so, drainage has improved along the highway. The Public Works Director has met with Caltrans' representatives to discuss funding for resolving flooding issues along El Camino Real and to develop a work plan that will include specific projects that will help reduce flooding.

The City Manager has met with the city manager of Redwood City and the economic development director to discuss drainage on El Camino Real.

The City Manager is involved in the Gran Boulevard Initiative and has met with Mike Garvey to discuss improving drainage along El Camino Real as part of the initiative. The City Manager will be bringing a resolution to the City Council in October in support of the Gran Boulevard Initiative.

The City Manager will be meeting with representatives from CCAG to discuss drainage on El Camino Real.

**21. Support all department heads on achieving their Goals and Objectives.**

The City Manager continues to support all department heads on achieving their Goals and Objectives as outlined in the 2008/09 budget. The City Manager meets weekly with all department heads to ensure that each department is operating efficiently. The City Manager will have the Assistant City Manager and Finance Director establish Goals and Objectives, and I will bring those Goals and Objectives back to the City Council in January of 2009 as an informational staff report as part of the consent calendar.

**ANALYSIS:**

Significant progress has been made with regard to the City Manger's Goals and Objectives. I will continue to update the City Council on a quarterly basis

**FISCAL IMPACT:**

The fiscal impact for the City Manager's Goals and Objectives for 2008/09 Budget has been minimal and fall within the limits of the budget.



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JERRY GRUBER CITY MANAGER**

**DATE: FOR THE MEETING OF DECEMBER 17, 2008**

**SUBJECT: CONSIDERATION OF ADDITIONAL FUNDING FOR  
ATHERTON DISASTER PREPAREDNESS**

#### **RECOMMENDATION:**

City Council to consider the following:

1. Re-appropriate \$ 16,650.00 for disaster preparedness from the fund balance that was not spent but was budgeted as part of the 2007/2008 fiscal year budget;
2. Appropriate an additional \$ 23,350.00 as part of the mid- year budget adjustment for disaster preparedness;
3. Purchasing disaster preparedness equipment and supplies will abide by the Town of Atherton's purchasing policy.

#### **INTRODUCTION:**

At the October 30, 2008, Finance Committee meeting, Mr. Bob Jenkins and Mr. Doug DeVivo requested additional funds in order to better prepare the Town of Atherton in the event of a major catastrophic disaster. The Finance Committee recommended that this matter be brought to the City Council for consideration in December. Mr. Bob Jenkins and Mr. Doug DeVivo have been actively involved with CERTS training for the Town and for organizing and partially implementing approximately 16 neighborhood teams throughout Atherton in preparation for a natural disaster. As part of the 2007/2008 fiscal year budget, the Council approved \$23,000 for disaster preparedness. Originally a larger amount of funding was discussed but never acted upon. During the 2007/2008 fiscal year, \$6350 was spent on disaster preparedness and the unspent appropriated funds of \$16,650 were rolled over at the end of the fiscal year into the Town's fund balance. As part of the

2008/2009 fiscal year budget, Council approved an additional \$10,000 for disaster preparedness and, to date, none of the appropriated funds for the 2008/2009 fiscal year budget have been spent. Mr. Jenkins and Mr. DeVivo addressed the Finance Committee on October 30, 2008, and formally requested \$ 50,000 in order to complete additional disaster preparedness tasks throughout the Town of Atherton. They include but are not limited to the following items:

1. A communication and medical supply van outfitted with multiple radio equipment capable of all communication for all disasters with the capability to correspond with Police, Fire, CHP, and the County emergency frequency.
2. Additional portable battery operated solar capable VHF/UHF radio kits.
3. Basic disaster supply kits including trauma kits and escape tools such as bolt cutters.

### **ANALYSIS:**

Council should analyze if additional funding for disaster preparedness is a priority with consideration given to the overall needs of the community.

### **FISCAL IMPACT:**

- In 2007/2008 funds budgeted for disaster preparedness = \$ 23,000.
- The total amount spent in 2007/2008 on disaster preparedness = \$ 6350.
- The total amount that was rolled over to the fund balance as unspent funds at the beginning of the 2008/2009 fiscal year = \$ 16,650.
- The total amount appropriated for disaster preparedness as part of the 2008/2009 fiscal year = \$ 10,000.
- Additional funding requested as part of the 2008/2009 mid-year budget adjustment = \$23,350.



## 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 DECEMBER 17, 2008**

**SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH THE  
CROSBY GROUP FOR TIER II SEISMIC EVALUATION SERVICES  
FOR THE ATHERTON LIBRARY PROJECT**

#### **RECOMMENDATION:**

Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with The Crosby Group to provide Tier II Seismic Evaluation services for the Atherton Library Project in an amount not exceed \$19,500, plus a 10% contingency, for a total authorization of \$21,450.

#### **BACKGROUND:**

The Atherton Library is a 1920's era structure and has not been seismically retrofitted. As a public building, it should be. The library requested that the Town use library funds to perform the preliminary evaluation of the building to determine the seismic retrofit needs.

#### **ANALYSIS:**

The San Mateo County Library uses the Crosby Group to perform their structural evaluations. The Crosby Group was selected by qualifications based selection procedures by the library. The library has agreed that the Library funds should be spent on this work.

**FISCAL IMPACT:**

Library funds in the amount of \$75,600 are budgeted for this project in FY 2008-09. The Scope of Services and Fee Estimate were negotiated with the selected firm. The final negotiated fee estimate is \$19,500. A 10% contingency of \$1,950 would bring the total authorization to \$21,450, which is within the approved budget.

Prepared By:

Approved:

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

---

Jerome D. Gruber  
City Manager

Attachments: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT FOR  
ATHERTON LIBRARY SEISMIC EVALUATION

THIS AGREEMENT is entered into between the Town of Atherton, a municipal corporation, hereinafter referred to as "the City", and Crosby Group, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform Preliminary Tier II Seismic Evaluation services in connection with the project designated as the Atherton Library.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.
3. Time for Performance. Work under this contract shall commence upon the giving of written notice by the City to the Consultant to proceed. Consultant receipt of a Purchase Order shall constitute said notice. Consultant shall perform all services and provide all work product required pursuant to this agreement within 90 calendar days from the date written notice is given to proceed, unless an extension of such time is granted in writing by the City.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$19,500 without express written modification of the agreement signed by the City.
  - b. The consultant may submit vouchers to the City once per month during the progress of the work for partial payment for project completed to date, up to 85% of total project costs. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and state for a period of three (3) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is

executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.

6. Compliance with laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.
7. Indemnification. Consultant shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Consultant's own employees, or damage to property to the extent caused by a negligent act, omission or failure of the Consultant.
8. Insurance. The Consultant shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence and \$2,000,000 aggregate for personal injury, and \$500,000 per occurrence/aggregate for property damage. Said general liability policy shall name the Town of Atherton as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.
9. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
10. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

12. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

13. Termination.

- a. The City reserves the right to terminate this agreement at any time by giving thirty (30) days written notice to the Consultant.
- b. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this agreement between surviving members of the Consultant and the City, if the City so chooses.

14. Notices. Notices to the Town of Atherton shall be sent to the following address:

Duncan Jones, Atherton Public Works Director  
91 Ashfield Road  
Atherton, CA 94027

Notices to Consultant shall be sent to the following address:

Dan Petruc-Naum, Principal  
The Crosby Group  
726 Main Street  
Redwood City, CA 94063

15. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Town of Atherton

Consultant

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

By \_\_\_\_\_

Approved as to Form

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

EXHIBIT "A"  
SCOPE OF SERVICES

EXHIBIT "B"  
PAYMENT

1. Consultant shall be paid up to \$19,500 as per Exhibit B-1 to complete the scope of work as outline in Exhibit "A".
2. The consultant may submit vouchers to the City once per month during the progress of the work for partial payment for project completed to date, up to 85% of total project costs. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved.
3. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.

October 23, 2008

Mr. Jerry Gruber  
Atherton City Manager  
2 Dinkelspiel Station Lane  
Atherton, CA 94027

**Subject: Proposal for Preliminary Tier II Evaluation of the Atherton Library, Atherton, California.**

Dear Mr. Gruber,

I am pleased to present our proposal and the associated fee for the above referenced project. This proposal is based on the understanding that the structure is a 1920 two-story building with a wood-framed roof with a total plan area of approximately 5000sq.ft and an one story wood building (+/- 1500 sq.ft). It is our understanding that there are some as-built structural drawings available for review.

The scope for this project is as follows:

1. Perform a site observation of the structures. Due to site constraints, it is expected that only a limited number of existing conditions will be observed. The main emphasis of the structural observation will be to ensure that the structure generally conforms to the as-built drawings.
2. Review the as-built drawings.
3. Using ASCE 31 perform a qualitative Tier II evaluation of the structural system. The evaluation will consist of completing available checklists and will include performance of structural engineering calculations.
4. Provide an evaluation report signed and stamped by a registered California Professional Engineer.
5. We will develop a schematic design indicating the extend of the proposed structural retrofit together with an estimate of probable cost of the proposed retrofit scheme.

For the above-defined scope, we propose a lump-sum fee of \$19,500. Any additional work outside of the above scope of work will be billed separately as per our standard rate schedule.



Excluded from our scope is any Geotechnical Investigation that may be required to validate/provide the final design. Also excluded are any other investigations to establish properties of building materials (including any investigation for any potential hazardous materials).

If the scope of services and fee structure meet with your approval, please sign the attached *Agreement* and send it back to us as your earliest convenience. If you have any questions regarding this proposal, please feel free to call me.

Regards,

A handwritten signature in black ink, consisting of several overlapping loops and lines, positioned below the text "Regards,".

Dan Petruc-Naum, P.E.  
Principal  
Crosby Group

**An Agreement for the Provision of Limited Professional  
Services  
Between Client and Crosby Group**



**Design Professional**

**Firm:** The Crosby Group  
726 Main Street  
Redwood City, CA 94063

**Client:**

Town of Atherton  
2 Dinkelspiel Station Lane  
Atherton, CA 94027

**Date:** October 23, 2008

**Project Name/Location:**

Atherton Library Tier II Evaluation

**Scope/Intent and Extent of Services:**

See Attached proposal letter dated 10/23/2008

**Fee Arrangement:** Lump sum \$19,500

**Offered by:**

A handwritten signature in black ink, appearing to be 'Dan Petruc-Naum'.

\_\_\_\_\_  
*Signature*                      *Date*

Dan Petruc-Naum P.E.  
*Name/Title*

**Accepted by:**

\_\_\_\_\_  
*Signature*                      *Date*

\_\_\_\_\_  
*Name/Title*



## 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 DECEMBER 17, 2008**

**SUBJECT: APPROVE CONSTRUCTION OF A RIGHT-TURN LANE  
ON ALEJANDRA AVENUE AT EL CAMINO REAL**

#### **RECOMMENDATION:**

Approve construction of a right turn lane on Alejandra Avenue at El Camino Real.

#### **INTRODUCTION:**

Paul Getty of Brittany Meadows requested a “No Left Turn or U-Turn Mon-Fri 7-9 AM” sign on northbound El Camino Real at Alejandra. The street backs up in the morning because there is so much traffic on El Camino Real and any gaps are used by traffic turning in. Often the drivers on El Camino Real stopped at the Encinal Avenue light do not leave the intersection clear. Drivers trying to get out from Alejandra Avenue don’t get a chance. With one car trying to make a left turn, no vehicles can make a right turn because they cannot get by.

The mater was considered by the Transportation Committee at its April 2008 meeting and directed staff to do the following:

1. Discuss with Caltrans and Menlo Park for their input
2. Repaint the “Keep Clear” zones
3. Evaluate adding a third (turning ) lane on Alejandra
4. Evaluate widening the El Camino Real median to make left turning easier

**ANALYSIS:**

Staff evaluated the four options directed by the Transportation Committee with the following results:

1. Discussion with Caltrans and Menlo Park, and staff recommendation, is that this is not a good idea. Traffic making the left turn movement does not have a good alternative route to access Menlo College, the primary destination of the traffic making this move.
2. Caltrans has been asked to repaint the "Keep Clear" legend.
3. Staff recommends that a small amount of widening and restriping can improve the intersection and allow right-turn vehicles to get around the queue of left turning vehicles. See attached plan.
4. There is insufficient space for median widening at this location.

The mater was considered again at the November 6, 2008, Transportation Committee meeting. The Committee recommended that the City Council approve the addition of the third right-turning lane on Alejandra Avenue approaching El Camino Real.

The project can be included with the Street Patching project where it will receive the economy of the contract competitive bid environment.

**FISCAL IMPACT:**

Gas Tax funds in the amount of \$175,000 are budgeted for this project in FY 2008-09. The estimated cost of the project is \$25,000. The project is scheduled for bidding in January 2009.

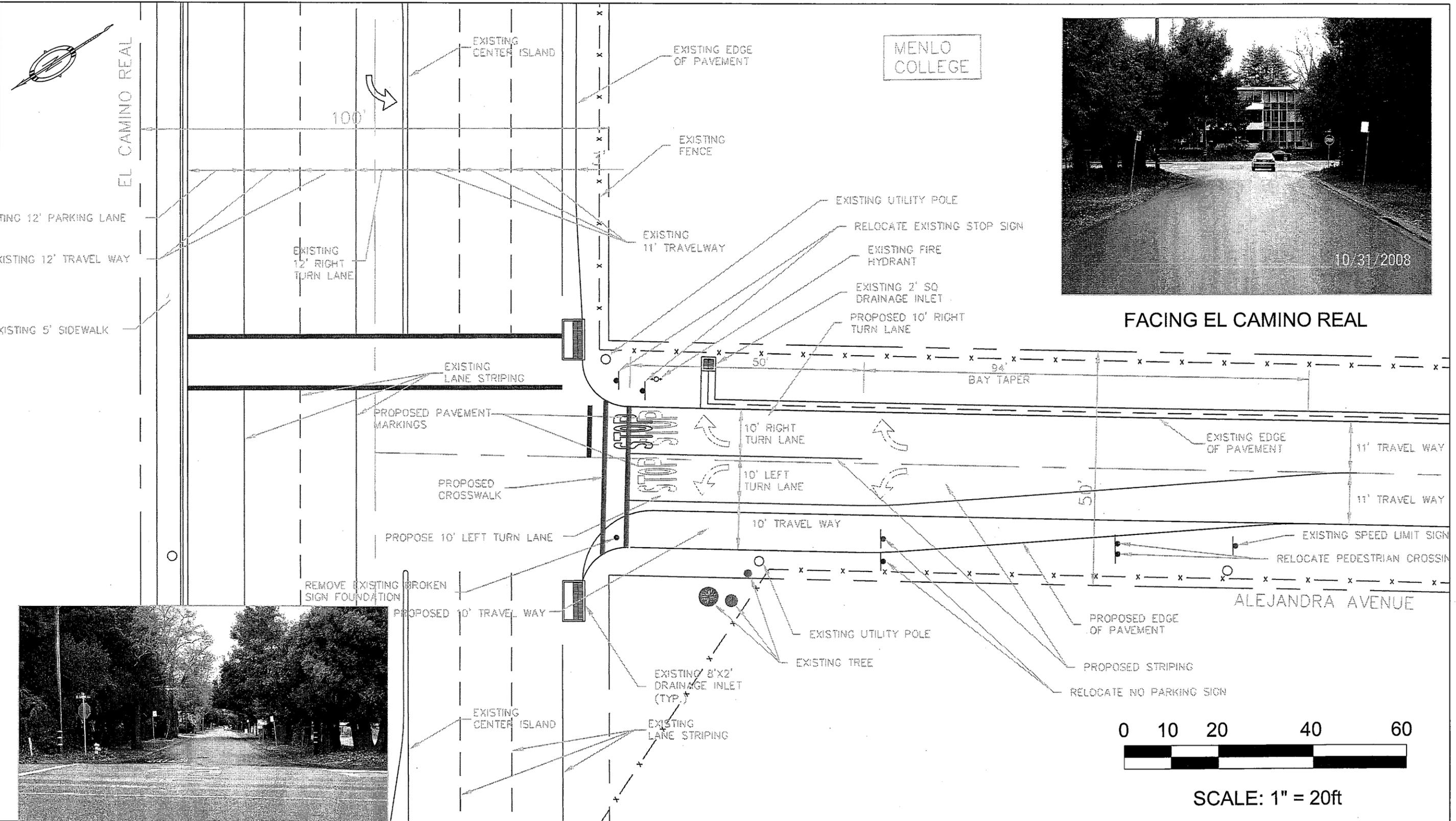
Prepared By:

Approved:

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

\_\_\_\_\_  
Jerome D. Gruber  
City Manager

Attachments: Plan & Pictures



FACING ALEJANDRA AVENUE



FACING EL CAMINO REAL

# ALEJANDRA AVENUE AT EL CAMINO REAL



TOWN OF ATHERTON  
 ALEJANDRA AVE. AT  
 EL CAMINO REAL INTERSECTION  
 STUDIES



## 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 DECEMBER 17, 2008**

**SUBJECT: AMEND THE CENTERLINE MARKING LIST TO  
INCLUDE A RIGHT TURN LANE ON WATKINS AVENUE  
AT MIDDLEFIELD ROAD**

#### **RECOMMENDATION:**

Amend the Centerline Marking List to include striping for left- and right-turn lanes on Watkins Avenue at the Middlefield Road intersection.

#### **INTRODUCTION:**

A resident requested that an additional stripe be placed on the Watkins Avenue approach to Middlefield Road to delineate left- and right-turn lanes. This would encourage vehicles turning left to move to the left side of the road and give right turning vehicles a fighting chance to turn right.

The resident also requested that the roadway be widened to create a longer right-turn lane. This would make more right turns possible when the left-turn lane is backed up during peak hours.

#### **ANALYSIS:**

When vehicles are waiting to turn left from Watkins Avenue to Middlefield Road, they often have a significant wait for clearance in both directions. During this wait, traffic desiring to turn right is often blocked if the left turning vehicle does not stay to the left side of the lane.

Staff evaluated potential modifications to the striping and to the pavement at the intersection. The existing geometry is sufficient to allow a white stripe to be placed to create two lanes in advance of the crosswalk. By moving the centerline striping over and placing the stripe between the lanes, drivers will be encouraged to stay to the left, leaving room for a right turning vehicle to get past on the right side while up to two vehicles wait to turn left. Turn arrows would reinforce that left turning vehicles should stay to the left.

Staff also evaluated extending the right-turn lane but determined that the area that could be used for this lane would adversely impact the pedestrian walkway, the maintenance area, and the gate that provides access to the Atherton Channel box culvert. Additional right-turning lane pavement would not be possible without first extending the box culvert, which would be very costly.

The Transportation Committee considered this item at the November 2008 meeting and recommended that the City Council approve this amendment to the Centerline Marking Policy.

**FISCAL IMPACT:**

The installation of the required striping will be performed by Public Works crews during routine striping at minimal cost. In the future, the striping will be placed in thermoplastic by the next thermoplastic striping contract at an estimated cost of \$700.

Prepared By:

Approved:

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

\_\_\_\_\_  
Jerome D. Gruber  
City Manager

Attachments: Plan and Pictures  
Centerline Marking Policy

## APPROVED CENTERLINE MARKING LIST

**Street centerlines within the Town of Atherton shall be marked only at the locations listed and shall be of the specific type indicated.**

DOUBLE YELLOW STRIPES WITH REFLECTORS AT STANDARD 24' SPACING  
(\* = stripes done with combination of "bott dots" and reflectors)

Alameda de las Pulgas - all\*

Atherton Avenue - El Camino Real to 100 feet west of El Camino Real

Barry Lane - Atherton to Faxon, exclusive of areas with raised median barriers

Fair Oaks - Station Lane to east side of RR tracks

James Avenue - Middlefield to nearest Heather

Marsh Road - all within Town Limits

Middlefield Road - all\*

Oak Grove Avenue - Middlefield to High School Driveway

SPLIT DOUBLE YELLOW STRIPES WITH REFLECTORS AT STANDARD 24'  
SPACING (One yellow line on each side of raised median barrier)

Atherton Avenue - Inglewood to Mercedes

Barry Lane - at Atherton

Barry Lane - at Faxon

Elena Avenue - at Elena/Faxon

Fair Oaks Lane - at El Camino Real

Fair Oaks Lane - at Middlefield

DOUBLE YELLOW STRIPES WITHOUT REFLECTORS

Emilie Avenue - Park to Valparaiso - (School zone)

Encinal Avenue - All (School Zone)

Selby Lane - 190/196 Selby Lane Cul-de-sac to Serrano - (School zone)

Stockbridge - Alameda de las Pulgas to 50 feet west of Alameda de las Pulgas

Valparaiso - all (Shared responsibility with Menlo Park)

Walsh Road - Alameda de las Pulgas to 50 feet west of Alameda de las Pulgas

Watkins - El Camino Real to 100 feet east of El Camino Real

#### SINGLE YELLOW STRIPES WITHOUT REFLECTORS

Alta Vista Drive - Ridgeview to Fletcher

Atherton Avenue - Alameda de las Pulgas to Inglewood and Mercedes to 100 feet west of El Camino Real

Britton Avenue - Across the frontages of numbers 131 through 191 Britton - Also paint white stripes across private driveways forming triangle at hairpin turn. White stripes to be 8" wide, parallel to and 12 feet from the centerline.

Camino al Lago - Park Lane to west side of number 228, except in intersection

DeBell Drive - Middlefield Road through 11 DeBell Drive

Elena Avenue - Atherton to Elena/Isabella and Elena/Faxon to Valparaiso, exclusive of areas with raised median barrier

Fair Oaks Lane - El Camino Real to Station Lane and east side of railroad tracks to Middlefield, exclusive of areas with raised median barrier

Fletcher Drive - Ridgeview to Alta Vista

Glenwood Avenue - Middlefield to Laurel

Greenoaks Drive - Oak Grove Avenue to 170 Greenoaks Drive

James Avenue - Heather closest to Middlefield to Lilac

Melanie Lane - Stockbridge to end

Oak Grove - High School Driveway to Greenoaks

Oak Grove - Middlefield to Menlo Park jurisdiction

Polhemus Avenue - Alameda de las Pulgas to Euclid

Ridgeview Drive - Fletcher to Alta Vista

Ridgeview Drive/Atherton Avenue - Number 7 Ridgeview through number 397  
Atherton - Ridgeview/Atherton curve

Selby Lane - Atherton to E/W Selby

Selby Lane - N/S Selby to 190/196 Selby Lane Cul-de-sac and Serrano to El  
Camino Real

Stockbridge - Alameda de las Pulgas to El Camino Real

Walsh Road - 100 feet west of Reservoir to 50 feet east of Belbrook

Watkins - 100 feet east of El Camino Real to Middlefield

#### SINGLE WHITE STRIPES FOR RIGHT/LEFT TURN LANES WITH TURN ARROWS

Alejandra - 50 feet west of El Camino Real to El Camino Real

Watkins - 20 feet west of Middlefield to Middlefield

### **POLICY REGARDING CHANGES TO APPROVED CENTERLINE MARKING LIST**

This list shall be adopted by majority vote of the Atherton City Council

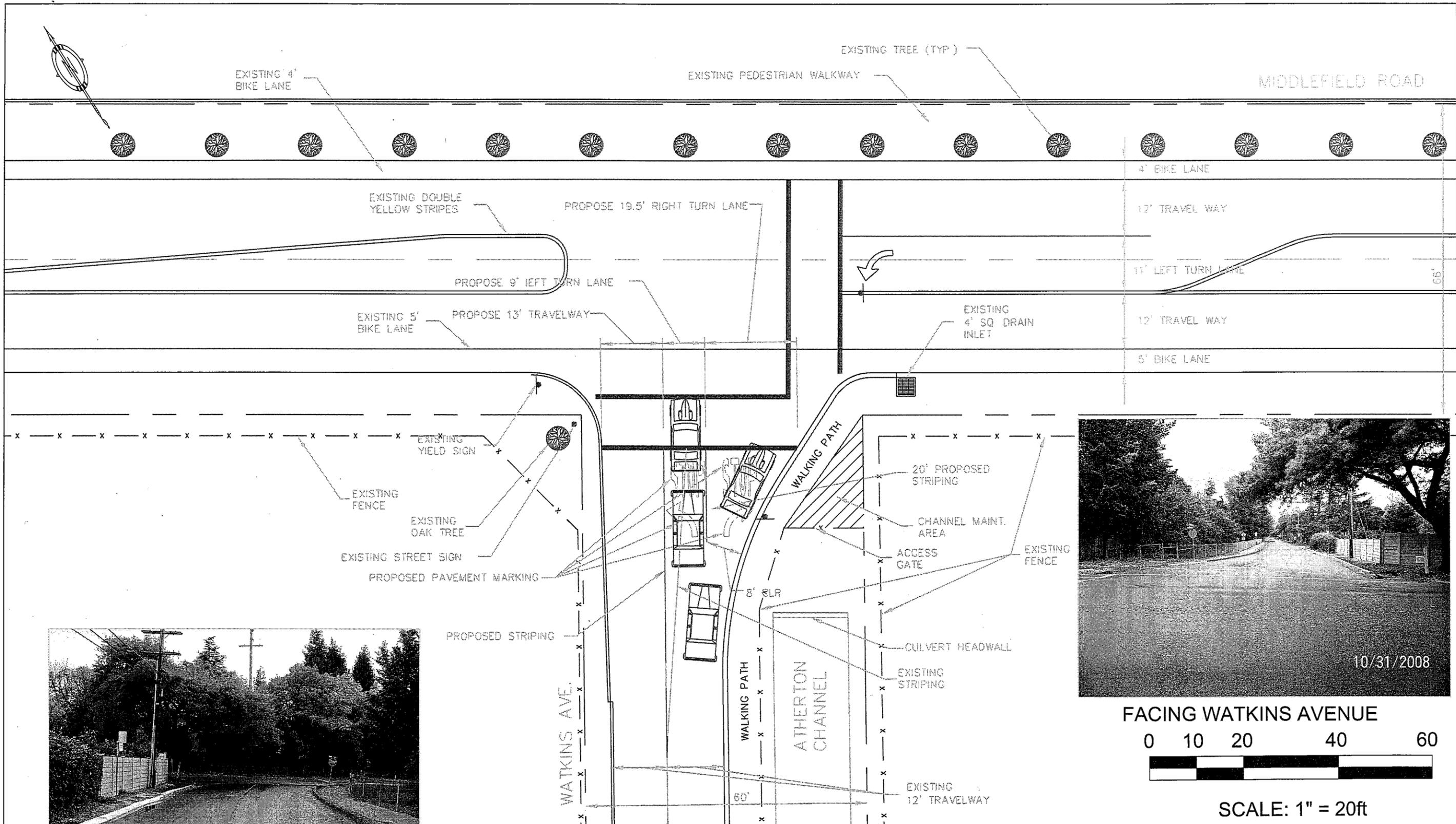
Additions, deletions and changes may be proposed or requested by members of the public, Town staff or members of the Transportation Committee or City Council, and shall be reviewed and reported upon by the Transportation Committee to the City Council, which shall have final authority to change the list.

The City Council may amend the list by a motion approved by a majority vote of its members.

Amended May 19, 2004

Amended September 15, 2004

Amended December 17, 2008



FACING MIDDLEFIELD ROAD



10/31/2008

FACING WATKINS AVENUE



SCALE: 1" = 20ft

# WATKINS AVENUE AT MIDDLEFIELD ROAD



TOWN OF ATHERTON  
WATKINS AVE. AT  
MIDDLEFIELD RD. INTERSECTION  
STUDIES

DRAWN BY: D.H.	CHECKED BY: D.J.	DATE: AUGUST 2008	DWG. 1 OF 4	REV. 0
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## 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 DECEMBER 17, 2008**

**SUBJECT: APPROVAL OF THE RAILROAD CONSTRUCTION AND  
MAINTENANCE AGREEMENT BETWEEN THE  
PENINSULA CORRIDOR JOINT POWERS BOARD AND  
THE TOWN OF ATHERTON FOR THE GRADE  
CROSSING UPGRADES PROJECTS AT FAIR OAKS LANE  
AND WATKINS AVENUE**

#### **RECOMMENDATION:**

Approval of the Railroad Construction and Maintenance Agreement between the Peninsula Corridor Joint Powers Board (JPB) and the Town of Atherton for the Grade Crossing Upgrades Projects at Fair Oaks Lane and Watkins Avenue.

#### **INTRODUCTION:**

The JPB is planning to upgrade the crossings at Fair Oaks Lane and Watkins Avenue as a part of a San Mateo County Transportation Authority (TA) funded safety upgrade project that will upgrade crossings throughout San Mateo County. The Fair Oaks Lane crossing will have four-quadrant vehicle and pedestrian gates and new vehicle and sidewalk track crossings. Watkins Avenue will have pedestrian gates on both sides of the tracks along the channel side to match the Town's proposed walkway and railings to discourage people from walking across the tracks on the other side. Watkins Avenue already has new vehicle and pedestrian track crossings.

In order to install portions of the improvements outside the JPB right-of-way on Town right-of-way, a Construction and Maintenance Agreement is needed.

**ANALYSIS:**

The improvements proposed will benefit the Town by improving the crossings to make them smoother and safer for both vehicles and pedestrians. The four-quadrant gates at Fair Oaks Lane are a demonstration project by the JPB, the first such installation on its system.

**FISCAL IMPACT:**

There will be no fiscal impact to the Town from this agreement because the JPB has agreed to construct and maintain the improvements.

Prepared By:

Approved:

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

\_\_\_\_\_  
Jerome D. Gruber  
City Manager

Attachments: C&M Agreement  
Improvement Plans (2)

**RAILROAD CONSTRUCTION AND MAINTENANCE AGREEMENT**  
**SAN MATEO COUNTY GRADE CROSSING IMPROVEMENTS PROJECT**

This Railroad Construction and Maintenance Agreement (the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Peninsula Corridor Joint Powers Board, a public agency (“JPB” or “Railroad”), and the Town of Atherton, a municipal corporation (“City”).

**RECITALS**

- A. City is a duly established municipal corporation organized and existing under the laws of the State of California.
- B. JPB is a public agency organized and existing under the laws of the State of California.
- C. Railroad, in conjunction with the San Mateo County Transportation Authority (“SMCTA”), is the owner of the Peninsula Corridor Railroad right-of-way, and specifically that certain real property and fixtures located in the Town of Atherton between MP 27.7 and MP 28.0 (the “Right-of-Way”), as depicted prior to improvements being made that are identified in this agreement on **Exhibit A**, which is attached to this agreement and incorporated into it by this reference.
- D. The City wishes to cooperate with Railroad in Railroad’s design, construction and maintenance of safety improvements to the grade crossings at Fair Oaks Lane, and Watkins Avenue (the “Crossings”). The project, Contract No. 07-PCJPB-C-01777 San Mateo County Grade Crossing Improvements (the “Project”) includes:

- Safety improvements at grade crossings including,
  - Clearing and grubbing and removal of existing curb and gutter and/or fence/guardrail where required
  - Additional guardrail to discourage trespassing on JPB Right-of-Way
  - Installation of tactile warning squares
  - Widening of sidewalks.
  - Construction of one (1) new median at Watkins Avenue.
  - Placement of new concrete panels (and AC ramps where required) at each intersection listed.
  - Striping and curve markings
  - Placement of new PVC conduit for signal lines
  - Construction of pedestrian gates where required and installation of new pedestrian swing gates.

E. For purposes of the Agreement, the term “Improvements” shall describe the construction activities for the Project, and shall include all necessary changes to telephone, telegraph, signal, electrical lines and appurtenances, relocation of all utilities and pipelines of any kind, all temporary and permanent track work (if necessary), grading, drainage, access roadways to railroad right-of-way, preliminary and construction engineering, and any and/or all other work of every kind and character necessary to build the Project.

F. The parties now desire to set forth herein their understandings and agreements relating to construction of the Project and maintenance of the Improvements.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. **Construction Costs.** Railroad shall furnish, or cause to be furnished, at its sole cost and expense, all labor, materials, tools, and equipment needed to complete the

Improvements and shall pay for the design, construction, construction management and indirect project costs it incurs for the Project. Notwithstanding the above, however, City shall bear its own costs related to the Project, including time that its staff or consultants spend on review of design or inspections. City shall waive all City permit or other fees with regard to the Project and the Improvements as well as any other type of fee for any and all work associated with the Project.

2. **Construction Standards/Design.** The Railroad is designing and constructing the Project. The design and construction of the Improvements shall comport with Railroad's adopted standards, specifically JPB Standards, dated April 15, 2007, except when they involve city streets that are located outside of the Right-of-Way, which shall be designed to City standards. If no City standards exist for particular features of the work, the improvements shall be designed to applicable Caltrans standards, or if no Caltrans standards apply, to such standards as JPB shall reasonably determine to apply. JPB shall consult with City and accommodate reasonable City comments and suggestions on any changes that affect work outside the Right-of-Way or in areas that City will be responsible to maintain. JPB to have the right to make changes during construction subject to the terms of this agreement.

3. **Schedule.** The contract for the construction of the Project is expected to be awarded by JPB prior to the end of December 2008 and the work is to be completed within 24 months from the issuance to the contractor of a notice to proceed ("NTP"). It is understood, however, that JPB's contract shall contain its standard provisions providing contractors with time extensions for excusable delays.

4. **Real Property Conveyances.** No real property acquisitions are anticipated to be required from private parties for the construction of the Project.

5. **City Improvements/Access to Right-of-Way.** For the purpose of maintaining City-owned Improvements located on the Right-of-Way, no later than 30 days following its final acceptance of the Project, Railroad shall grant to City a license in standard form. The License Agreement shall require that the City shall follow JPB Roadway Worker Protection and other safety protocols when working within 16' of the tracks. JPB will provide annual Railroad Worker Protection training to the City public works and engineering personnel at no cost to the City.

6. **Utility Relocations.** The project is being designed to avoid utility relocations. However, in the event that a utility is required to be relocated, the Railroad shall be solely responsible, at its own cost and expense, for identifying the location of all pipelines (including, without limit, high pressure petrol pipelines, gas and water pipelines), fiber optic lines and all other utilities of whatever nature ("Facilities") on Railroad's Right-of-Way in the vicinity of the Project, and for relocating or arranging for the relocation of all such Facilities that would interfere with construction of the Improvements. Railroad shall be responsible for contacting and shall work with the owners of these Facilities to identify their exact location and arrange for relocation as needed. Nothing herein shall preclude the Railroad from seeking reimbursement for Facilities relocation costs and liabilities from third parties such as the Facilities owners themselves. Notwithstanding the above, to the extent that Facilities are owned by City, City shall accomplish their relocation at its own cost. City and JPB will work cooperatively to minimize the cost of utility relocations.

7. **Permitting, Approvals and Contract Requirements.**

a. **Environmental Review.** JPB will be the lead agency under CEQA and will obtain any required environmental clearance for the project. JPB's Contractor will be subject to all applicable Storm Water Pollution Prevention Plan (SWPPP) requirements, including current standard best management practices, including control of run-off, dust, mud, etc.

b. **Inspections and Reporting.** Railroad or its contractor shall provide all flagging and engineering inspection required in connection with construction of said Improvements, but City shall have the right to inspect any Improvements to be owned or operated by the City. JPB will allow City to inspect work that City will maintain. JPB Resident Engineer and/or inspector shall coordinate with City on inspection schedule. JPB will keep City informed of progress of construction and will coordinate public outreach with City. City will designate point of contact for construction coordination. JPB will consult with City on any changes to the contract plans that affect work outside the Right-of-Way, areas that City will be responsible to maintain, or which the City has had substantial input (including but not limited to, temporary traffic plans and public outreach).

c. **City Permits and Approvals.** To facilitate the construction of the Improvements, City shall grant to Railroad a temporary encroachment permit in the form attached to this Agreement as **Exhibit A**. The City confirms that to the best of its knowledge, it has the ability to issue and enforce encroachment permits over all public properties not owned by railroad as required to effect reconstruction of the streets as contemplated in the project design. City will provide pre-approval, upon due review and comment, of the Encroachment for the

Project prior to the JPB advertising for bids. To allow Railroad to incorporate them in its plans and specifications, City will provide JPB with its forms of Encroachment for the project prior to bid. City agrees to issue Encroachment Permit to Contractor after contract award in the form provided prior to bid. The form of Encroachment Permit will contain reasonable conditions and restrictions including specifying normal work hours Monday-Friday 8:00 PM-8:00 AM, but allowing day and weekend work. City will issue a Haul Route Permit, if required, for routes along City streets between work areas and State highways.

8. **Maintenance.** Upon completion of construction, the parties shall have be responsible to maintain the following Improvements (except, in the case of the City, as otherwise set forth by City code, ordinance, regulation or statute):

a. City shall maintain and maintain at its expense (including electric power for lighting):

i. City streets and pavement up to the crossing panels (the ground markers that demarcate the Railroad right-of-way) but not between the crossing panels.

b. Railroad shall maintain be responsible to maintain the following Improvements except as otherwise set forth by, regulation or statute at its sole expense:

i. The Crossings, including but not limited to all track, track grade crossing panels, pavement between the panels, railroad signals, crossing gates, and fencing on Railroad property, guardrails, and sidewalks and pedestrian grade crossings including gates, emergency

exit gate, signalized crossing arm, and pavement markings.

9. **Indemnity**. The following indemnity provisions shall be applicable and binding upon the parties only for incidents occurring prior to the notice of completion being filed. Once the notice of completion for this project is filed or the project is completed (as defined in the Public Contract Code), the indemnity provisions set forth herein below shall terminate.

a. **City's Indemnity**. City shall fully release, indemnify, hold harmless and defend the JPB, SamTrans, the National Railroad Passenger Corporation ("Amtrak"), Union Pacific Railroad Company, and/or their respective officers, directors, employees, contractors and agents (collectively, "JPB Indemnitees") from and against all liability, claims, suits, sanctions, costs or expenses for injuries to or death of any person (including, but not limited to, the passengers, employees and contractors of Railroad), and damage to or loss of property arising out of or resulting from any negligent act or omission by City, its agents, employees, contractors or subcontractors in the performance of any other obligation in this Agreement. City's obligation to defend shall include the payment of all reasonable attorney's fees and all other costs and expenses of suit, and if any judgment is rendered against any JPB Indemnatee, City shall, at its expense, satisfy and discharge the same, so long as said claim has been timely tendered to the City without prejudice to City's rights and/or abilities to undertake a defense of said claim.

b. **JPB's Indemnity.** JPB shall fully release, indemnify, hold harmless and defend the City and its respective officers, directors, employees, contractors and agents (collectively, "City Indemnitees") from and against all liability, claims, suits, sanctions, costs or expenses for injuries to or death of any person (including, but not limited to, passengers, employees and contractors of City and Railroad) and damage to or loss of property arising out of or resulting from any negligent act or omission by the JPB, its agents, employees, contractors or subcontractors in performance of its obligations under this Agreement. JPB's obligation to defend shall include the payment of all reasonable attorney's fees and all other costs and expenses of suit, and if any judgment is rendered against City Indemnitee's or any one of them, JPB shall, at its expense, satisfy and discharge the same, so long as said claim has been timely tendered to the JPB without prejudice to JPB's rights and/or abilities to undertake a defense of said claim.

c. **Severability.** It is the intention of the parties that should any term of this indemnity provision be found to be void or unenforceable, the remainder of the provision shall remain in full force and effect.

10. **Insurance.** JPB will require its contractor to provide insurance in the amounts of \$ 2 million and will require its contractor to name City as an additional insured. Such endorsements must provide that the insurance required to be furnished by JPB and its contractors will be primary as regards the City, and that the City's insurance will be in excess of and not contribute to the insurance required to be furnished by JPB and/or its contractors; that the City will receive 30 day written notice of any reduction

or cancellation or alteration of coverage of such insurance required to be furnished by JPB and/or its contractors; and include a severability of interest clause acceptable to the City.

11. **Performance Bond.** JPB will require its contractor to provide performance and payment bonds in the full amount of the contract and will require a one-year warranty period. City agrees to not require additional bonds of JPB's contractor. Each bond shall name City as a beneficiary thereon. The bond shall be maintained in full force and effect during the entire period that work is performed by the Contractor until such work is accepted by City or JPB. With respect to City facilities, Railroad shall not accept the work related to such facilities for purposes of this Section until it has received notice from City that such work is acceptable.
  
12. **Dispute Resolution.** Prior to commencement of any formal litigation arising out of this litigation, the parties shall submit the matters in controversy to a neutral mediator jointly selected by the parties. The costs of said mediator shall be borne evenly by the parties involved in said dispute. To the extent the disputes remain outstanding following completion of mediation, any claim, controversy, action or proceeding arising out of or relating to this Agreement or to any document, instrument or exhibit executed pursuant to this Agreement shall be tried by a judge pro tem appointed pursuant to Article VI, Section 21 of the California Constitution and Title 3, Division 9, Chapter 1 of the California Rules of Court. Said judge is to be selected by counsel for the parties from a list of retired judges furnished by the presiding judge of the County of San Mateo. If counsel are unable to select a judge pro tem said judge will be selected by the presiding judge from the list provided.

Each party shall pay its pro rata share of the fee for the judge pro tem. Each party shall bear its own fees and expenses in such proceedings and the prevailing party shall not be entitled to reimbursement from the losing party for any such fees or expenses.

The judge pro tem shall have the authority to try and decide any or all of the issues in the claim, controversy, action or proceeding, whether of fact or of law, and to report a statement of decision thereon. In any proceedings before the judge pro tem, the issues are to be determined under the statutory and decisional law of the State of California. All local and California Rules of Court shall be applicable to any proceeding before the judge pro tem. All proceedings shall be conducted on consecutive dates without postponement or adjournments.

13. **Notices.** All notices, payments, requests, demands and other communications to be made or given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally or on the second day after mailing if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid and properly addressed as follows:

CITY: Town of Atherton  
91 Ashfield Road  
Atherton CA 94027  
Attn: City Manager

SMCTA: San Mateo County Transportation Authority  
1250 San Carlos Avenue  
San Carlos, CA 94070  
Attn: Executive Director

JPB: Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070  
Attn: Executive Director

14. **Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California as applied to contracts that are made and performed entirely in California.
15. **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.
16. **No Third Party Beneficiaries:** Nothing herein shall be considered as creating any rights and/or obligations by any of the parties to this Agreement to any third parties. Specifically, none of the duties to inspect or maintain shall in any way be construed as creating or expanding any additional obligations to any third party beyond those required and established under the applicable statutes, regulations, ordinances or law.
17. **Amendments.** This Agreement may be amended only in a writing that is executed by all the parties hereto.
18. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any prior or contemporaneous oral or

written understandings on the same subject. The parties intend this Agreement to be an integrated agreement.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute a single Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above with the intent to be intentionally bound.

**PENINSULA CORRIDOR JOINT POWERS BOARD**

By: \_\_\_\_\_  
Michael J. Scanlon  
Executive Director

Approved as to Form:

\_\_\_\_\_  
Attorney

**TOWN OF ATHERTON**

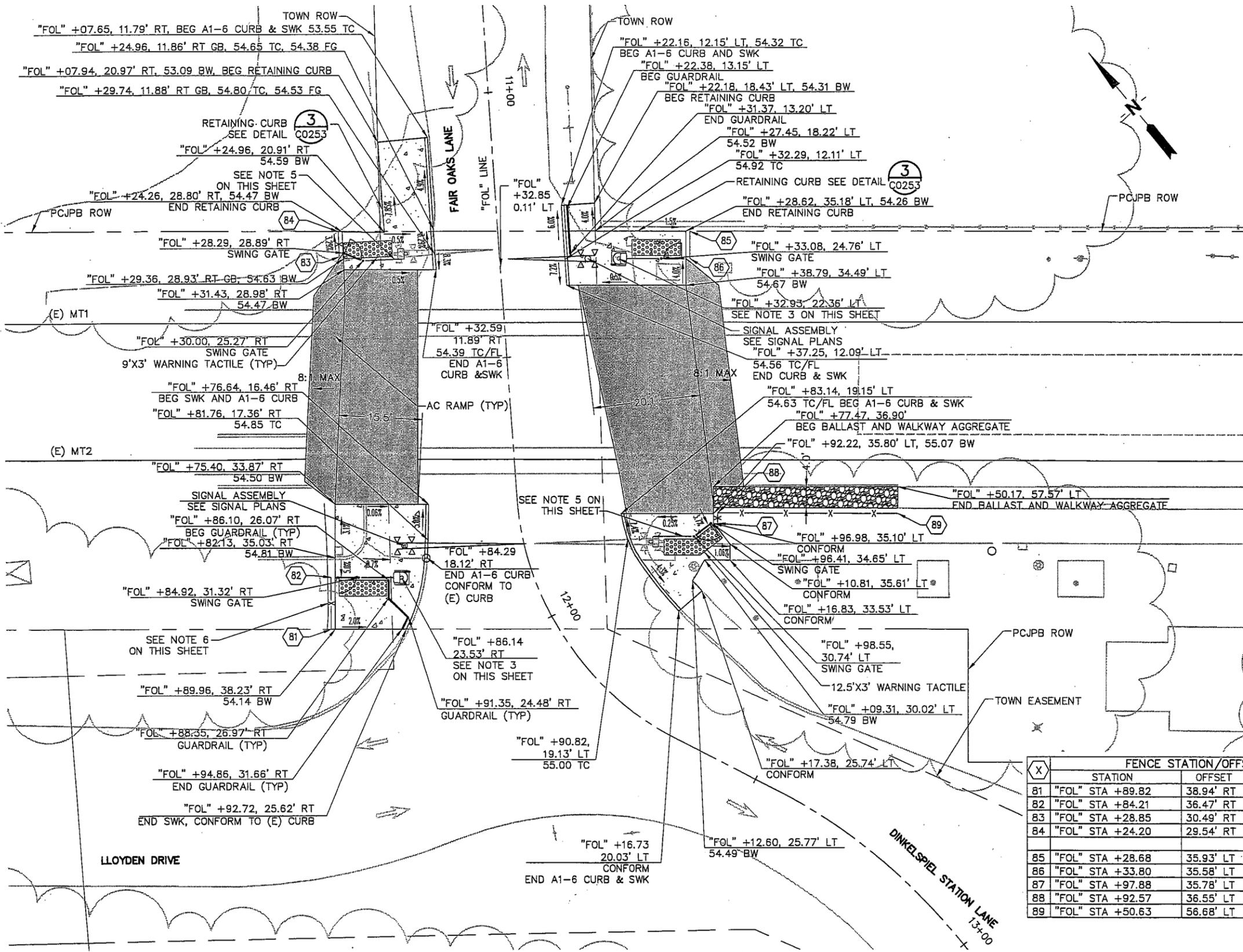
By: \_\_\_\_\_  
City Manager

Approved as to Form:

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

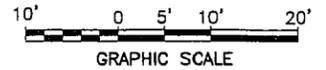
NOTES:

- SEE DRAWING C0001 FOR SUPPLEMENTAL NOTES, ABBREVIATIONS, SYMBOLS AND PATTERNS.
- CURB DETAILS PER CALTRANS STD PLAN A87A. SIDEWALK SECTION SHALL BE 4" PCC, 4" CLASS 2 AB.
- CONSTRUCT FOUNDATION FOR PED ASSEMBLY PER PCJPB STANDARD DETAIL SD-5115. SEE SIGNAL PLANS.
- REMOVE EXISTING ASPHALT ON STATION PLATFORM AND REPLACE WITH 4" LANDSCAPING ROCK ON TRACK SIDE.
- MOVE EXISTING PED ARM TO TRACK SIDE.
- FILL SLOPE 2:1 MAXIMUM.



FENCE STATION/OFFSET TABLE			
(X)	STATION	OFFSET	DESCRIPTION
81	"FOL" STA +89.82	38.94' RT	BEGIN 3.5' WWM FENCE
82	"FOL" STA +84.21	36.47' RT	END 3.5' WWM FENCE
83	"FOL" STA +28.85	30.49' RT	BEGIN 3.5' WWM FENCE
84	"FOL" STA +24.20	29.54' RT	END 3.5' WWM FENCE, TIE TO (E) FENCE
85	"FOL" STA +28.68	35.93' LT	BEGIN 3.5' WWM FENCE
86	"FOL" STA +33.80	35.58' LT	END 3.5' WWM FENCE
87	"FOL" STA +97.88	35.78' LT	BEGIN 3.5' WWM FENCE
88	"FOL" STA +92.57	36.55' LT	ANGLE PT
89	"FOL" STA +50.63	56.68' LT	END 3.5' WWM FENCE

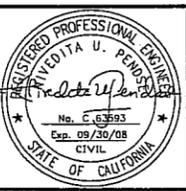
PLAN



Jun 12, 2014 4:47pm N:\jobs\37929\WD\3689\_SM\_Grade\_Xing\CADD\CIVIL\Atherton\SMCC0220-0.dwg  
 CONTROL POINT:  
 CITY: ATHERTON  
 COUNTY: SAN MATEO

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
0	061308	RR	NP	LA	ISSUED FOR BID						

DESIGNED  
**R. RHOADS**  
 DRAWN  
**M. MELENDEZ**  
 CHECKED  
**N. PENDSE**  
 IN CHARGE  
**L. AL-JAMAL**  
 DATE  
 061308



**HNTB**  
 HNTB Corporation  
 Engineers Architects Planners  
 1735 Technology Drive, Suite 250  
 San Jose, California 95110  
 APPROVED: *[Signature]*



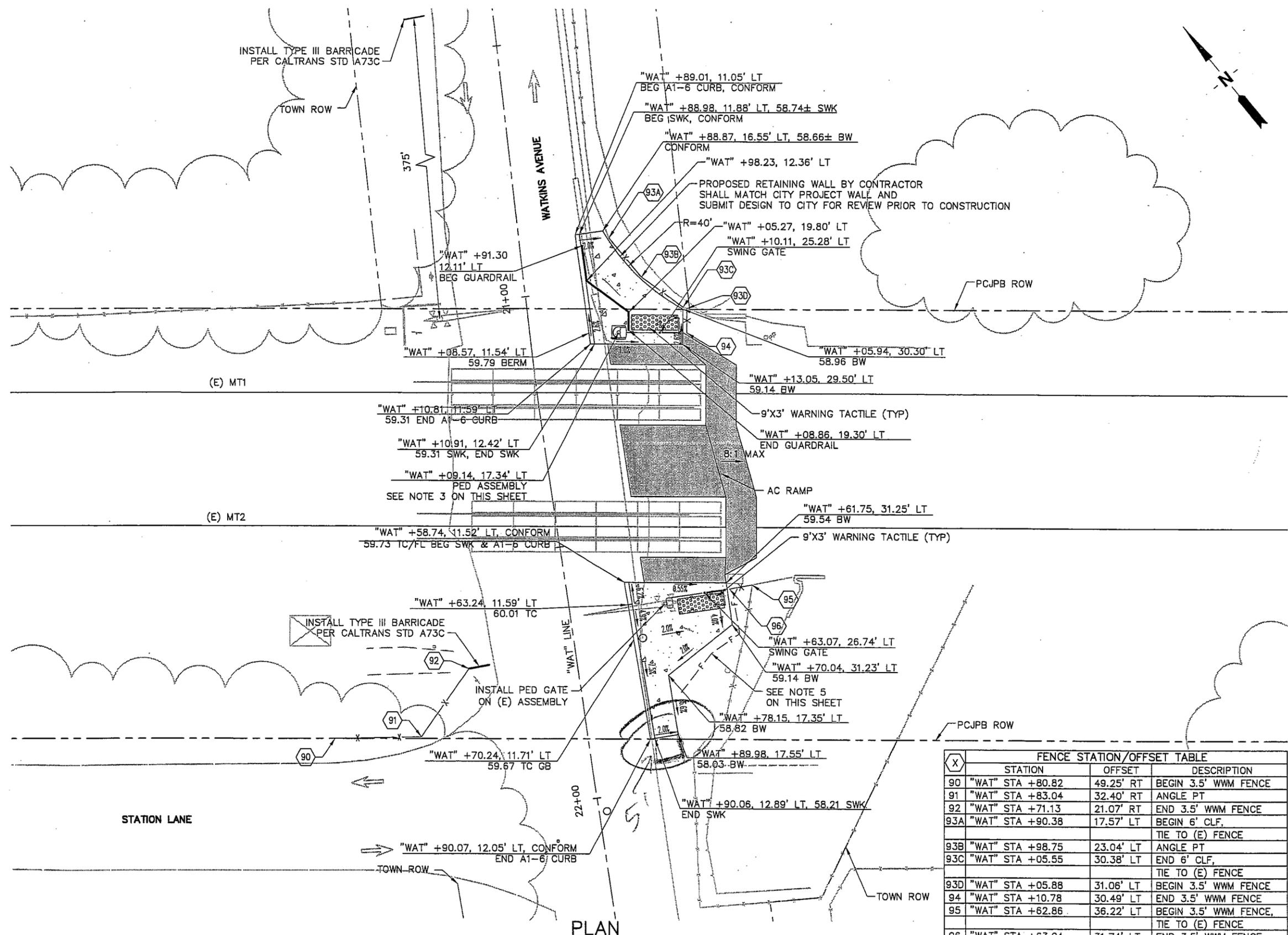
CHIEF ENGINEER  
**S. CHAO**  
 PROJECT MANAGEMENT  
**R. BOLON**  
 GRADE CROSSINGS  
**S. HILL**  
 TRACK/CIVIL  
**S. HILL**

**PENINSULA CORRIDOR JOINT POWERS BOARD**  
 SAN MATEO COUNTY  
 GRADE CROSSING IMPROVEMENTS  
 LAYOUT, GRADING & DRAINAGE PLAN  
 FAIR OAKS LANE, TOWN OF ATHERTON

CADD FILE NAME	SMCC0220	CADD DATE	061108
SCALE	1"=10'	MILEPOST	MP 27.75
CONTRACT NO	07-PCJPB-C-077	REV	0
DWG NO	C0220	PAGE NO	103

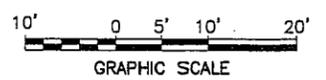
**NOTES:**

1. SEE DRAWING C0001 FOR SUPPLEMENTAL NOTES, ABBREVIATIONS, SYMBOLS AND PATTERNS.
2. CURB DETAILS PER CALTRANS STD PLAN A87A. SIDEWALK SECTION SHALL BE 4" PCC, 4" CLASS 2 AB.
3. CONSTRUCT FOUNDATION FOR PED ASSEMBLY PER PCJPB STANDARD DETAIL SD-5115. SEE SIGNAL PLANS.
4. CONTRACTOR SHALL COORDINATE WORK AT WATKINS AVENUE WITH WORK DONE BY TOWN OF ATHERTON.
5. FILL SLOPE 1:1 MAXIMUM WITH EROSION CONTROL.



**PLAN**

FENCE STATION/OFFSET TABLE			
X	STATION	OFFSET	DESCRIPTION
90	"WAT" STA +80.82	49.25' RT	BEGIN 3.5' WWM FENCE
91	"WAT" STA +83.04	32.40' RT	ANGLE PT
92	"WAT" STA +71.13	21.07' RT	END 3.5' WWM FENCE
93A	"WAT" STA +90.38	17.57' LT	BEGIN 6' CLF,
			TIE TO (E) FENCE
93B	"WAT" STA +98.75	23.04' LT	ANGLE PT
93C	"WAT" STA +05.55	30.38' LT	END 6' CLF,
			TIE TO (E) FENCE
93D	"WAT" STA +05.88	31.06' LT	BEGIN 3.5' WWM FENCE
94	"WAT" STA +10.78	30.49' LT	END 3.5' WWM FENCE
95	"WAT" STA +62.86	36.22' LT	BEGIN 3.5' WWM FENCE,
			TIE TO (E) FENCE
96	"WAT" STA +63.04	31.74' LT	END 3.5' WWM FENCE



Jun 12, 2006  
 s:48pm N: \Jobs\37929\WD3689\_SM\_Grade\_Xing\CADD\CIVIL\Atherton\SMCC0220-0.dwg  
 CONTROL POINT:  
 CITY: ATHERTON  
 COUNTY: SAN MATEO

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
0	061308	RR	NP	LA	ISSUED FOR BID						

DESIGNED  
**R. RHOADS**  
 DRAWN  
**M. MELENDEZ**  
 CHECKED  
**N. PENDSE**  
 IN CHARGE  
**L. AL-JAMAL**  
 DATE  
**061308**



**HNTB**  
 HNTB Corporation  
 Engineers Architects Planners  
 1755 Technology Drive, Suite 650  
 San Jose, California 95110  
*Approved*

**Caltrain**  
 1250 San Carlos Avenue  
 San Carlos, CA 94070

CHIEF ENGINEER  
**S. CHAO**  
 PROJECT MANAGEMENT  
**R. BOLON**  
 GRADE CROSSINGS  
**S. HILL**  
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**PENINSULA CORRIDOR JOINT POWERS BOARD**  
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 LAYOUT, GRADING & DRAINAGE PLAN  
 WATKINS AVENUE, TOWN OF ATHERTON

CADD FILE NAME	SMCC0220	CADD DATE	061108
SCALE	1"=10'	MILEPOST	MP 28.05
CONTRACT NO	07-PCJPB-C-077	REV	0
DWG NO	C0221	PAGE NO	107



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

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

**FROM: KATHI HAMILTON, ACTING CITY CLERK**

**DATE: FOR THE CITY COUNCIL MEETING OF DECEMBER 17, 2008**

**SUBJECT: ADOPTION OF A RESOLUTION DECLARING THE RESULTS OF THE  
GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2008, TO  
FILL TWO FULL-TERM COUNCIL SEATS**

### **RECOMMENDATION**

Adopt a Resolution declaring the results of the General Municipal Election held on November 4, 2008. The Official Certification of the Results by the San Mateo County Election Officer is attached.

### **ANALYSIS**

The General Municipal Election was held on November 4, 2008, and the San Mateo County Election Officer canvassed the election. On December 2, 2008, Chief Elections Officer Warren Slocum certified the results of the election. The Official Certification of the Results is attached. Section 10262 of the California Elections Code requires that upon certification of the results of an election by the County Election Department, the City Council shall meet to declare the results of the election. This action may be taken at the next regular Council meeting or at a Special meeting called for that purpose. The Council is required to adopt a resolution in accordance with Sections 10262 and 10264 of the Elections Code, and the City Clerk is required to enter into the minutes a statement of the results.

Prepared by:

Approved by:

---

Kathi Hamilton  
Acting City Clerk

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Jerry Gruber  
City Manager

Attachments: Resolution  
Certification of Results

**RESOLUTION NO. 08-**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION  
HELD ON NOVEMBER 4, 2008**

**WHEREAS**, a General Municipal Election was held within the Town of Atherton on November 4, 2008; and

**WHEREAS**, the conduct of said election was duly delegated to the County Election Officer/Clerk of the County of San Mateo, and

**WHEREAS**, the said County Election Officer/Clerk has now certified the results of said election, and said results are truly reflected in the Certificate of the County Clerk dated December 2, 2008, a full, true and correct copy of which is attached hereto and by this reference incorporated herein,

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the Town of Atherton, acting pursuant to Section 10262 of the California Election Code, that the City Council hereby finds and declares the following named persons received the highest number of votes for the office, Member of the City Council, and further declares said persons to be elected to a full-term Member of the City Council, to wit:

Kathy McKeithen  
Elizabeth Lewis

**BE IT FURTHER RESOLVED** that the City Clerk is hereby authorized and directed to enter a certified copy of this Resolution and its attachment, reflecting all the matters specified in California Elections Code Section 10264, in the official records of the Town of Atherton.

\* \* \* \* \*

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 17th day of December, 2008, by the following vote:*

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

\_\_\_\_\_  
James R. Janz, MAYOR  
Town of Atherton

ATTEST:

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Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

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Marc Hynes, City Attorney

## CERTIFICATE OF THE CHIEF ELECTIONS OFFICER

In the Matter of the CANVASS OF VOTE CAST )  
at the PRESIDENTIAL GENERAL ELECTION )  
held on November 4, 2008 )

I, **WARREN SLOCUM**, Chief Elections Officer of the County of San Mateo, State of California hereby certify;

**THAT** an election was held within the boundaries of the TOWN OF ATHERTON on Tuesday, November 4, 2008 for the purpose of electing two (2) Members to the Town Council for four (4) year terms; and I caused to have processed and recorded the votes from the canvass of all ballots cast at said election within the boundaries of the TOWN OF ATHERTON.

I **HEREBY FURTHER CERTIFY** that the record of votes cast at said election are set forth in Exhibit "A" attached hereto and incorporated herein by reference as though fully set forth at length.

**IN WITNESS WHEREOF**, I hereunto affix my hand and seal this 2<sup>nd</sup> day of December, 2008 and file this date with the Interim City Clerk of the Town of Atherton.



**WARREN SLOCUM**  
Chief Elections Officer &  
Assessor-County Clerk-Recorder

TOWN OF ATHERTON, MEMBERS, TOWN COUNCIL												
13	Registration	Ballots Cast	Turnout (%)	TOWN OF ATHERTON MEMBERS, TOWN COUNCIL Vote for 2 KATHY MCKEITHEN	RICHARD 'DICK' MOORE	ELIZABETH LEWIS	DAVID HENIG	SAM R. GOODMAN				
3001	608	510	83.9	247	192	172	166	51				
3002	1,276	1,067	83.2	490	384	404	272	90				
3004	213	186	87.3	80	54	76	61	9				
3005	954	793	83.1	316	253	367	220	102				
3006	568	470	82.7	193	128	191	151	42				
3007	558	478	85.7	182	85	204	196	46				
3008	1,110	738	66.5	266	192	298	203	117				
3009	194	165	85.1	82	31	63	62	13				
<b>Voting Center Totals</b>	5,481	72	1.3	21	12	34	25	15				
<b>Vote By Mail Totals</b>	5,481	2,430	44.3	1086	773	989	742	258				
<b>Election Day Totals</b>	5,481	1,899	34.6	749	534	752	564	198				
<b>Grand Totals</b>	5,481	4,401	80.3	1856	1319	1775	1331	471				

Voting Center Totals 13	TOWN OF ATHERTON, MEMBERS, TOWN COUNCIL												
	Registration	Ballots Cast	Turnout (%)	TOWN OF ATHERTON MEMBERS, TOWN COUNCIL Vote for 2 KATHY MCKEITHEN	RICHARD 'DICK' MOORE	ELIZABETH LEWIS	DAVID HENIG	SAM R. GOODMAN					
14TH CONGRESSIONAL	5,481	72	1.3	21	12	34	25	15					
DISTRICT	5,481	72	1.3	21	12	34	25	15					
21ST ASSEMBLY	5,481	72	1.3	21	12	34	25	15					
DISTRICT	5,481	72	1.3	21	12	34	25	15					
3RD SUPERVISORIAL	5,481	72	1.3	21	12	34	25	15					
DISTRICT	5,481	72	1.3	21	12	34	25	15					
11TH SENATORIAL	5,481	72	1.3	21	12	34	25	15					
DISTRICT	5,481	72	1.3	21	12	34	25	15					
BOARD OF	5,481	72	1.3	21	12	34	25	15					
EQUALIZATION	5,481	72	1.3	21	12	34	25	15					
SAN MATEO COUNTY	5,481	72	1.3	21	12	34	25	15					
SEQUOIA HEALTHCARE	5,481	72	1.3	21	12	34	25	15					
DISTRICT	5,481	72	1.3	21	12	34	25	15					
STATEWIDE DISTRICT	5,481	72	1.3	21	12	34	25	15					
TOWN OF ATHERTON	5,481	72	1.3	21	12	34	25	15					
<b>Voting Center Totals</b>	<b>5,481</b>	<b>72</b>	<b>1.3</b>	<b>21</b>	<b>12</b>	<b>34</b>	<b>25</b>	<b>15</b>					

Vote By Mail Totals 13	TOWN OF ATHERTON, MEMBERS, TOWN COUNCIL												
	Registration	Ballots Cast	Turnout (%)		TOWN OF ATHERTON MEMBERS, TOWN COUNCIL Vote for 2 KATHY MCKEITHEN	RICHARD DICK MOORE	ELIZABETH LEWIS	DAVID HENIG	SAM R. GOODMAN				
14TH CONGRESSIONAL DISTRICT	5,481	2,430	44.3		1086	773	989	742	258				
21ST ASSEMBLY DISTRICT	5,481	2,430	44.3		1086	773	989	742	258				
3RD SUPERVISORIAL DISTRICT	5,481	2,430	44.3		1086	773	989	742	258				
11TH SENATORIAL DISTRICT	5,481	2,430	44.3		1086	773	989	742	258				
BOARD OF EQUALIZATION	5,481	2,430	44.3		1086	773	989	742	258				
SAN MATEO COUNTY SEQUOIA HEALTHCARE DISTRICT	5,481	2,430	44.3		1086	773	989	742	258				
STATEWIDE DISTRICT	5,481	2,430	44.3		1086	773	989	742	258				
TOWN OF ATHERTON	5,481	2,430	44.3		1086	773	989	742	258				
<b>Vote By Mail Totals</b>	<b>5,481</b>	<b>2,430</b>	<b>44.3</b>		<b>1086</b>	<b>773</b>	<b>989</b>	<b>742</b>	<b>258</b>				

Grand Totals 13	TOWN OF ATHERTON, MEMBERS, TOWN COUNCIL											
	Registration	Ballots Cast	Turnout (%)	TOWN OF ATHERTON MEMBERS, TOWN COUNCIL Vote for 2 KATHY MCKEITHEN	RICHARD 'DICK' MOORE	ELIZABETH LEWIS	DAVID HENIG	SAM R. GOODMAN				
14TH CONGRESSIONAL DISTRICT	5,481	4,401	80.3	1856	1319	1775	1331	471				
21ST ASSEMBLY DISTRICT	5,481	4,401	80.3	1856	1319	1775	1331	471				
3RD SUPERVISORIAL DISTRICT	5,481	4,401	80.3	1856	1319	1775	1331	471				
11TH SENATORIAL DISTRICT	5,481	4,401	80.3	1856	1319	1775	1331	471				
BOARD OF EQUALIZATION	5,481	4,401	80.3	1856	1319	1775	1331	471				
SAN MATEO COUNTY SEQUOIA HEALTHCARE DISTRICT	5,481	4,401	80.3	1856	1319	1775	1331	471				
STATEWIDE DISTRICT	5,481	4,401	80.3	1856	1319	1775	1331	471				
TOWN OF ATHERTON	5,481	4,401	80.3	1856	1319	1775	1331	471				
<b>Voting Center Totals</b>	5,481	72	1.3	21	12	34	25	15				
<b>Vote By Mail Totals</b>	5,481	2,430	44.3	1086	773	989	742	258				
<b>Election Day Totals</b>	5,481	1,899	34.6	749	534	752	564	198				
<b>Grand Totals</b>	5,481	4,401	80.3	1856	1319	1775	1331	471				



## Town of Atherton

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

**FROM: KATHI HAMILTON, ACTING CITY CLERK**

**DATE: FOR THE MEETING OF DECEMBER 17, 2008**

**SUBJECT: INDUCTION OF REELECTED COUNCIL MEMBER MCKEITHEN AND  
NEWLY ELECTION ELIZABETH LEWIS – OATHS OF OFFICE**

### **RECOMMENDATION**

The City Clerk is to administer Oaths of Office to reelected Council Member Kathy McKeithen and newly elected Council Member Elizabeth Lewis.

### **BACKGROUND**

Subsequent to the City Council adopting the results of the General Municipal Election, it is appropriate for the City Clerk to administer the Oath of Office to reelected Council Member Kathy McKeithen and newly elected Council Member Elizabeth Lewis, as required by the California State Constitution.

Prepared by:

Approved by:

---

Kathi Hamilton  
Acting City Clerk

---

Jerry Gruber  
City Manager



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: CITY MANAGER JERRY GRUBER**

**DATE: FOR THE MEETING OF DECEMBER 17, 2008**

**SUBJECT: REORGANIZATION OF THE ADMINISTRATIVE OFFICE AND FINANCE DEPARTMENT.**

#### **RECOMMENDATION:**

That the City Council approves the City Manager's request for the following:

- 1) Eliminate the 0.5 FTE City Clerk position.
- 2) Assign responsibility for the City Clerk duties to the Assistant City Manager.
- 3) Add 1.0 FTE Deputy City Clerk position per attached Job Description.
- 4) Eliminate the 1.0 FTE Assistant Finance Director positions.
- 5) Add 1.0 FTE Accountant position per attached Job Description.
- 6) Increase the Finance Assistant position from 0.50 FTE to 0.60 FTE
- 7) Layoff 0.25 FTE Office Assistant position due to lack of work at that level.
- 8) Approve new funds totaling \$ 21,938.00 to the City Manager's Department budget.

Note: Approve new funds totaling \$ 21,938.00 will be brought to the Council as part of the 2008/2009 Mid- Year Budget Adjustment in February 2009.

#### **FISCAL IMPACT:**

The Fiscal impact for the reorganization of the Administrative Office and Finance Department will be \$ 21,938. The City Manager will request that this amount be appropriated as part of the Mid-Year budget process for Council approval in February 2009.

Attachment:



## Town of Atherton

December 9, 2008

**TO: JERRY GRUBER, CITY MANAGER**

**FROM: EILEEN WILKERSON, ASSISTANT CITY MANAGER** *Eileen*

**SUBJECT: REORGANIZATION OF THE ADMINISTRATION OFFICE AND  
FINANCE DEPARTMENT**

### **RECOMMENDATION:**

That the City Manager approves the following:

- 1) Eliminate the 0.5 FTE City Clerk position
- 2) Assign responsibility for City Clerk duties to the Assistant City Manager
- 3) Add 1.0 FTE Deputy City Clerk position per attached Job Description
- 4) Eliminate the 1.0 FTE Assistant Finance Director position
- 5) Add 1.0 FTE Accountant position per attached Job Description
- 6) Increase the Finance Assistant position from 0.50 FTE to 0.60 FTE
- 7) Layoff 0.25FTE Office Assistant position due to a lack of work at that level
- 8) Approve new funds totaling \$21,938 to the City Manager Department's budget

### **BACKGROUND:**

The City Manager's Office and Finance Department currently have two vacancies: Assistant Finance Director and Office Assistant. In addition, the current 0.5 Full Time Equivalent (FTE) City Clerk position is filled with a temporary employee. An opportunity exists to reorganize the positions and functions of the City Manager's Office and the Finance Department to provide more effective and efficient service to the Town.

The City Manager, Assistant City Manager, and Finance Director have met formally twice to discuss a potential reorganization in addition to numerous informal meetings over the past three months.

#### **City Clerk Part-time to Deputy City Clerk Full-time**

After extensive review of the duties associated to the City Clerk position staff has concluded that it is most effective and efficient to assign the responsibilities of the City Clerk position to the Assistant City Manager and the general duties to a full-time Deputy City Clerk.

Currently the City Clerk is a mid-management position under the general supervision of the City Manager. The Deputy City Clerk would be an unrepresented "at-will" position under the general supervision of the Assistant City Manager.

During the past four years the part-time City Clerk position has been filled on a temporary basis. The duties have included responsibilities for elections, Public Records Act, Public Support

Services, and Council support in the form of agendas, minutes, and scheduling. The incumbent wishes to retire.

In addition to the above duties staff urgently needs to put in place a Records Retention and Destruction Program (RRD). The additional duties attributed to RRD are both time consuming and meticulous records management.

Staff has also verified a need to have personnel on site full-time to assist in customer service related to City Clerk duties. Assigning responsibility to the Assistant City Manager and having a Deputy City Clerk on site full-time provides increased customer service to the Council and public; the Deputy City Clerk being the daily contact.

#### Assistant Finance Director to Accountant:

After review of the duties associated to the Assistant Finance Director, staff has concluded that the Department is too small to have an Assistant Finance Director. It would be more effective and efficient to have a position designated as Accountant with appropriately assigned duties.

Currently the Assistant Finance Director position is a mid management position under the general supervision of the City Manager and direct supervision of the Finance Director. The Accountant would be an unrepresented, "at-will," "non-exempt," "confidential" position under the general supervision of the Finance Director. The "confidential" distinction is for negotiation purposes.

The Accountant incumbent applies principles of accounting to analyze financial data and prepare financial reports. The position has a moderate degree of independence in handling fiscal maintenance operations such as general ledger, fixed assets, financial reporting, annual audit, budget preparation, treasury, and related work as required. The position is under the general supervision of the Finance Director.

#### Finance Assistant Increase from 0.50 FTE to 0.60 FTE

The Finance Assistant position is a single classification in the Teamsters bargaining unit. Currently this position is under the general supervision of the Finance Director and direct supervision of the Assistant Finance Director. If the position of Accountant is implemented the Finance Assistant will be under the direct supervision of the Finance Director. An increase in FTE will require the Town to meet and confer with Teamsters on the effects of the increase.

Finance Assistant duties include responsible accounting clerical work including payroll and accounts payable. Staff has concluded through monitoring and observation that the tasks that fall into this position have sufficient volume to warrant an increase in time.

#### Office Assistant Layoff from 1.0 FTE to 0.75 FTE (6 hours per day)

The Office Assistant position is a single classification in the Teamsters bargaining unit. Currently this position is under the direct supervision of the City Manager. Effective January 1, 2009 the position will be directly supervised by the Assistant City Manager. The Town will meet and confer with Teamsters on the effects of the layoff.

Office Assistant is an experienced office support classification with duties that include word processing, use of computers, and contact with the public. This classification is distinguished from the higher position of Office Specialist in that the latter performs difficult, technical,

complex, and/or specialized office support duties with a larger base of technical knowledge and skills in addition to standard office support skills. The Office Assistant position duties currently include copying, filing, scheduling, assisting the City Clerk with Council packets, and providing back up support for cashier services and the Post Office. Staff has concluded through monitoring and observation that the tasks that fall into this position have sufficient volume to warrant a decrease in time

The Office Specialist position is currently vacant.

**ALTERNATIVES:**

Alternatives for consideration may include:

- 1) Keeping the staffing at status quo, do nothing
- 2) Approve the proposed plan as presented
- 3) Approve and/or delay any part of the proposed plan

**FISCAL IMPACT:**

Cost Comparison

Position	2008-09	New	Difference	Total w/payroll costs (21.652%)
City Clerk to Deputy City Clerk	\$75,000	\$109,735	\$34,735	\$42,256
Assistant Finance Director to Accountant	\$121,830	\$101,557	(\$20,273)	(\$24,663)
Increase in Finance Assistant from 0.5 FTE to 0.6 FTE	\$32,862	\$43,662	\$10,800	\$13,138
Decrease in Office Assistant	\$66,609	\$61,302	(\$5,307)	(\$6,792.96)
<b>Total</b>				\$21,938 increase

All figures are rounded up to the nearest dollar throughout this report and based on the maximum potential salary and benefits.

Full-Time Equivalent Comparison

Position	July 1, 2008	January 1, 2009
City Clerk to Deputy City Clerk	0.5 FTE	1.0 FTE
Assistant Finance Director to Accountant	1.0 FTE	1.0 FTE
Increase in Finance Assistant	0.5 FTE	0.6 FTE
Decrease in Office Assistant	1.0 FTE	0.75 FTE
<b>Total</b>	3.0 FTE	3.35 FTE

Health Benefits

Benefit	7/1/2008			1/1/2009		
	Single	2-Pty	Family	Single	2-Pty	Family
<b>CalPERS Medical – Blue Shield</b>	\$532.93	\$1,065.86	\$1,385.62	\$560.57	\$1,121.14	\$1,457.48
<b>Teamsters Dental</b>	\$110.02	\$110.02	\$110.02	\$110.02	\$110.02	\$110.02
<b>VSP Vision</b>	\$10.01	\$14.51	\$26.02	\$10.01	\$14.51	\$26.02
<b>The Cities Group* – Life, AD&amp;D, LTD</b>	\$575	\$575	\$575	\$575	\$575	\$575

\*Dependent upon salary - \$575 is based on the Finance Assistant maximum salary

City Clerk Part-time to Deputy City Clerk Full-time

The City Clerk position current salary is \$75,000 for 0.50 FTE. The Temporary Part-time position does not include benefits.

Eliminating the City Clerk position from the mid management unit and reducing the position to Deputy City Clerk using the standard 70<sup>th</sup> percentile of comparable cities provides a top salary of \$80,760. This is an unrepresented “at will” position and would receive health benefits totaling a maximum of \$28,975 for Family at 100% coverage for Blue Shield medical, Dental, and Vision. Total estimated expense not including payroll costs is \$109,735.

To implement the change effective January 1, 2009, new funding totaling \$42,256 is needed (\$34,735 plus payroll costs of 21.651%).

The fiscal impacts above include potential increases to salary and medical benefits effective January 1, 2009. The information is based on the top step of the salary schedule and health benefit coverage for a family. Single or employee plus one dependent health benefit coverage would reduce the total cost. Initial salary placement at Steps A, B, or C would reduce the total cost.

Assistant Finance Director to Accountant:

The Assistant Finance Director position current top salary is \$106,392 for 1.0 FTE including management health benefits for the employee only, totaling \$15,438. Total estimated expense not including payroll costs is \$121,830.

Eliminating the Assistant Finance Director position from the mid management unit and reducing the position to Accountant using the standard 70<sup>th</sup> percentile of comparable cities provides a top salary of \$72,582. This is an unrepresented “at-will” position and would receive benefits totaling \$28,975 for Family at 100% coverage for Blue Shield medical, Dental, and Vision. Total estimated expense not including payroll costs is \$101,557.

To implement the change effective January 1, 2009, a savings of \$24,662 is realized (\$20,273 plus payroll costs of 21.651%).

The fiscal impacts above include potential increases to salary and medical benefits effective January 1, 2009. The information is based on the top step of the salary schedule and health

benefit coverage for a family. Single or employee plus one dependent health benefit coverage would reduce the total cost. Initial salary placement at Steps A, B, or C would reduce the total cost.

#### Finance Assistant Increase from 0.50 FTE to 0.60 FTE

The 0.50FTE Finance Assistant position current top salary is \$31,964 ( $\$63,929 \times 0.50$  FTE) annually or \$2,664 per month. There is an estimated salary increase effective July 1, 2008 that will place the current top salary at \$32,862 or \$2,738 per month. Regular Part-time positions are eligible for pro-rated leaves and health benefits per the Memorandum of Understanding with Teamsters Local Union No. 856.

Effective January 1, 2009, increasing the Finance Assistant hours to 0.60 FTE provides a top salary estimated to be \$39,434 ( $\$65,723 \times .60$ ) through June 30, 2009 (including the potential negotiated raise to \$3,286 per month).

The incumbent in this position does not currently have health benefits. Enrollment in medical insurance is optional if employees can show they have alternative medical insurance. If alternative insurance is verified, Teamster members are allowed \$300 per month cash in lieu of medical benefits per the MOU. The cost of benefits from July 1, 2008 through December 31, 2008 is \$900 (50% of \$1,800). The Town pays 95% of Blue Shield Medical. The cost of providing 95% medical insurance from January 1, 2009 through June 30, 2009 is \$4988 ( $\$1,385 \times 6 \times .6$ ) maximum benefit. In addition, the Town requires the employee to participate in the non-voluntary dental, insurance, Life, Short and Long Term Disability plans totaling a maximum of \$2,526 ( $\$701 \times 6 \text{ months} \times .60$ ). Total cost of benefits is \$7514.

The total cost for FY 2008-09 is estimated to be \$43,662 ( $\$32,862 \times 0.50\text{FTE}$  (\$16,431) plus  $\$39,434 \times 0.60\text{FTE}$  (\$19,717)) not including payroll costs plus 6 months maximum health benefits of \$7,514.

To implement the change effective January 1, 2009, new funding totaling \$13,138 is needed (\$40,354 plus payroll costs of 21.651%).

#### Office Assistant Layoff from 1.0 FTE to 0.75 FTE (6 hours per day)

The Office Assistant position is currently budgeted at a top salary of \$51,171 for 1.0 FTE plus Teamsters health benefits for the employee only, totaling \$15,438. Total budgeted expense not including payroll costs is \$66,609.

Effective January 1, 2009, reducing the Office Assistant hours to 0.75 FTE provides a top salary estimated to be \$3,253.82 ( $\$4338.42 \times .75$ ) per month through June 30, 2009 totaling \$19,523. The total cost for FY 2008-09 is estimated to be \$25,586 ( $\$51,171/2$ ) plus \$7,719 for health benefits plus \$19,523 ( $\$4338.42 \times .75 \times 6 \text{ months}$ ) and \$8,473.50 for pro-rated health benefits totaling \$61,302 not including payroll costs.

To implement the change effective January 1, 2009, a savings of \$5,307 is realized plus payroll costs of 21.651%.

Assumptions

The fiscal impacts above include potential increases to salary and medical benefits effective January 1, 2009. The information is based on the top step of the salary schedule and health benefit coverage for a family. Single or employee plus one dependent health benefit coverage would reduce the total cost. Initial salary placement at Steps A, B, or C would reduce the total cost.

Attachments:

New Job Description – Accountant  
New Job Description – Deputy City Clerk



# ACCOUNTANT

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

## DEFINITION:

Performs technical support including the maintenance of fiscal records and preparation of complex financial reports and analyses to assist in financial management of the Town's resources.

## DISTINGUISHING CHARACTERISTICS, FEATURES, REQUIREMENTS:

This is a full-time, unrepresented position that requires significant administrative, analytical and technical skills to provide analytical support to senior staff members.

## SUPERVISION EXERCISED AND RECEIVED:

Receives general supervisory direction and control intended to define objectives and problems from the Finance Director, with occasional instruction or assistance as new or unusual situations arise. Supervises the work of the Finance Assistant.

## IMPORTANT AND ESSENTIAL DUTIES:

- Participates in the design, control, operation and enhancement of manual and computerized systems established for municipal accounting functions including budget/general ledger control, contracts/accounts payable, revenue/utilities billing, bank investments, payroll and fixed assets
- Prepares a variety of financial statements, reports and analyses
- Prepares required financial reports to other government agencies and financial institutions
- Prepares fund balance projections and reviews with operating departments
- Participates in the annual audit process
- Monitors various funds and town-wide projects for financial purposes
- Prepares and issues journal entries and verifies financial data
- Supports senior staff on large or complex accounting projects
- Answers inquiries and coordinates operations with other Town departments
- Analyzes and reconciles expenditure and revenue accounts and coordinates various accounting records with information received from accounting systems and departmental records
- Reviews and audits entries made to various financial records for proper coding and maintenance of proper accounting procedures

#### OTHER JOB-RELATED DUTIES

- Analyzes, calculates and allocates inter-departmental charges for various expenditures, performs comprehensive financial activity studies and assures compliance with reporting requirements.

#### JOB-RELATED QUALIFICATIONS:

##### Knowledge, Skills and Abilities:

##### Knowledge of:

- Generally accepted accounting principles (GAAP), techniques and practices of governmental accounting and government accounting standards board (GASB) pronouncements, auditing and fiscal management
- Accounting systems and data processing interrelationships
- Modern office methods, procedures and equipment
- Financial administration, budgeting and reporting
- Financial research and report preparation methods and techniques

##### Ability to:

- Analyze data and draw conclusions
- Accurately and thoroughly maintain a wide variety of records
- Prepare clear, concise, comprehensive and accurate reports
- Understand, interpret and apply complex regulations or procedures;
- Learn and effectively use accounting systems to store and retrieve data;
- Clearly communicate orally and in writing with all levels of departmental staff
- Provide accurate information and elicit cooperative working relationship
- Prepare complex financial statements, reports and analyses
- Examine, verify and prepare financial information
- Learn and apply federal, state and local laws, ordinances and regulations to accounting and auditing work
- Make sound decisions and recommendations consistent with essential functions

#### EDUCATION AND TRAINING GUIDELINES:

Any combination equivalent to experience and education that could likely provide the required knowledge, skills and abilities would be qualifying. A typical way would be:

**Education:** Possession of a Bachelor's degree in Accounting or Finance or a closely related field with coursework in Accounting.

**Experience:** Two years of progressively responsible accounting experience, preferably in a municipal accounting function.

**SPECIAL REQUIREMENTS:**

Ability to communicate clearly orally and in writing; ability to sit for long periods of time; understand and interpret complex accounting procedures; work as needed during non-business hours; attend conferences and seminars to receive updated information on new laws and regulations.

**LICENSES, CERTIFICATES, REGISTRATION:**

None



## DEPUTY CITY CLERK

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

### DEFINITION:

Under general direction, provides statutory and administrative functions as delegated by the City Clerk. Assists in the administration of municipal elections, Fair Political Practices Commission reporting, records and data management, and statutory obligations; provides information and service to the public and City/District departments; performs related duties as required.

### DISTINGUISHING CHARACTERISTICS, FEATURES, REQUIREMENTS:

This is a full time, non-represented position reporting to the City Clerk. Methods of performing tasks are the responsibility of the incumbent so long as performed within established policies or as prescribed by rules and regulations. Work is reviewed periodically to assure conformance and to measure results.

### SUPERVISION EXERCISED AND RECEIVED:

Receives general direction from the City Clerk and exercises supervision over volunteers and part-time staff as assigned.

### IMPORTANT AND ESSENTIAL DUTIES:

The duties listed below are illustrative only. They are not meant to be a complete and exhaustive listing of all of the duties and responsibilities of the classification.

- Assists in the planning and organizing of official Town/District/CDA documents and records including agendas, minutes, ordinances, resolutions, contracts, agreements, deeds and other legal documents and official records.
- Participates in the development, implementation and monitoring of goals and objectives of the City Clerk's Office.
- Ensures compliance with government codes for records retention and destruction; assists with the preparation of records retention schedules and administers the storage, retrieval and destruction of documents; coordinates the town-wide document imaging program and maintenance of electronic records and records storage systems; analyzes and evaluates records management technology.
- Administers oaths and notarizes Town/District/CDA and public documents.
- Researches and compiles information from various sources; prepares reports and correspondence.
- Interprets and explains ordinances, policies and procedures and ensures the appropriate distribution and release of information.

- Assists in the development and administration of the City Clerk's budget; obtains, compiles and develops data and summaries; monitors budget expenditures; prepares department payroll.
- Trains, and directs assigned temporary and volunteer staff; reviews work in progress and upon completion.
- Represents the Town/District in inter-departmental, community and professional meetings.
- Acts as the City Clerk in his/her absence; attends City Council/District/CDA meetings as necessary; acts as recording secretary.
- Assists in the planning and conduct of municipal elections.
- Plans and organizes the City Council/Atherton Channel Drainage District/Community Development Agency meetings.

#### JOB-RELATED QUALIFICATIONS:

##### Knowledge, Skills and Abilities:

##### Knowledge of:

- The organization and function of a multi-jurisdictional municipal agency, including the role of the City Clerk/Board Secretary, elected City/District Officials and appointed commissions and committees
- Laws affecting the operation of the City Clerk's function, including public information, municipal elections, and records retention and destruction
- Modern office practices
- Use and applicability of personal and on-line computer systems and related software applications
- Applicable records and file storage and management systems
- Correct English usage, including spelling, grammar and punctuation
- Effective methods of supervision

##### Skill in:

- The safe and efficient operation of office equipment including, multi-line business phones, copiers/scanners/printers, calculators, personal and on-line computers
- Database management, including filing and records management systems
- Creating clear concise written correspondence
- Making effective oral presentations

##### Ability to:

- Make accurate arithmetic calculations
- Understand and carry out verbal and written instructions
- Effectively communicate verbally and in writing
- Establish and maintain effective working relationship with others
- Provide courteous and efficient service to the public
- ability to learn, retain and use technical terminology, equipment, and computer applications
- Ability to respond professionally and effectively to changing priorities

- Review and analyze processes, procedures and policies and make effective recommendations for change
- Function independently and make decisions based on sound judgment affecting areas of responsibility within established guidelines and consistent with applicable law or code
- Direct and review the work of assigned staff

**EDUCATION AND TRAINING GUIDELINES:**

Any combination equivalent to experience and education that could likely provide the required knowledge, skills and abilities would be qualifying. A typical way would be:

**Education:**

Equivalent to completion of High School supplemented by course work in public administration or a closely related field.

**Experience:**

Five years of increasingly responsible clerical experience in a municipal organization of which at least two years experience in a City Clerk's department or equivalent.

**SPECIAL REQUIREMENTS:**

Ability to move boxes and light equipment weighing up to 40 pounds.

**LICENSES, CERTIFICATES, REGISTRATION:**

**Licenses:** Possession of a valid Class C California Driver's License. Notary Public License is desirable.

**Certificates:** Certified Municipal Clerk certificate is desirable.



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: CITY MANAGER JERRY GRUBER**

**DATE: FOR THE CITY COUNCIL MEETING ON DECEMBER 17, 2008**

**SUBJECT: APPROVAL OF THE SILICON VALLEY COMMUNITY FOUNDATION TO RECEIVE FUNDS FOR THE NEW TOWN FACILITY**

#### **RECOMMENDATION:**

1. Council to consider appropriating \$ 10,000 from the fund balance of the 406 Fund as seed money for the New Town Facility.
2. Enter into an Advised Fund Agreement with the Silicon Valley Community Foundation.
3. Select at least two individuals as the fundraising arm of the Blue Ribbon Task Force who would be responsible for the following areas as outlined in the Advised Fund Agreement:
  - A. Fund Advisor
  - B. Establishing Donors
  - C. Primary Contact.

#### **INTRODUCTION:**

At the November 19, 2008, City Council meeting, the Council directed the City Manager to solicit information regarding the selection of a nonprofit organization in order to set up a mechanism to receive donations for the new Town Center. Recently, the Town of Portola Valley completed a New Town Facility and successfully used the Silicon Valley Community Foundation for receiving donations. On December 1, 2008, I spoke with Catherine Gowen, Senior Director of Business Services for the Silicon Valley Community Foundation, regarding the steps that are necessary to set up an account.

Attached for your review is the necessary documentation that will need to be completed in order to move forward with the process. These forms are as follows:

- A. Advised Fund Agreement, total of four pages
- B. Support Fees And Minimums, total of two pages
- C. Fund Terms and Conditions, total of four pages
- D. Investment Options Information, total of two pages

I have also included for your review an email from Catherine Gowen, Senior Director of Business Services for the Silicon Valley Community Foundation that provides additional information regarding the creation of a “designated fund” for the Town of Atherton.

**ANALYSIS:**

No additional analysis is required at this time other than reading and reviewing the documentation that is attached to the Staff Report.

**FISCAL IMPACT:**

The Fund Balance will be reduced by \$ 10,000 if the City Council approves appropriating funds From the 406 account. I have attached a memorandum for the Council’s review dated December 6, 2005, from Steve Toben, Portola Valley, referencing Cost of Fund Raising for the Town Center Project. As part of the 2009/2010 budget process the City Manager and Finance Director will work with the fundraising arm of the Blue Ribbon Task Force to develop a budget for the successful implementation for fundraising for the new Town Facility. Although the Budget for Portola Valley was approximately \$157,000, the Town of Atherton should not rely of this amount and focus on a number that is conducive in scope to the Town of Atherton’s project that is being proposed.

# ADvised FUND AGREEMENT

SILICON VALLEY | community<sup>SM</sup> foundation  
SERVING SAN MATEO AND SANTA CLARA COUNTIES

- Establish a New Fund
- Update Fund Information

### Name of Fund

e.g., Smith Family Fund or Eucalyptus Fund

### Contact Information

Role: Check all that apply. (See Terms and Conditions document for definitions.)

- Fund Advisor(s)
- Establishing Donor(s)
- Primary Contact (Please select only one primary contact on this form.)

Name(s)  Mr.  Ms.

---

Mailing Address  Home  Business

---

City State Zip

---

Home Phone Mobile Phone

---

Business Phone Fax

---

Email #1 Email #2

---

Company Name

---

Title

---

Date of Birth

**DonorConnect – Online Services**  
Would you like online access to your fund?  Yes  No  
(Online access varies by the role of each contact.)

### Type of Fund

Please indicate a fund type below:

- Donor Advised
- Memorial
- Field of Interest
- Scholarship:
- Donor Involved or  Foundation Managed
- Committee Advised
- Named Endowed Fund
- Designated

### Contact Information

Role: Check all that apply. (See Terms and Conditions document for definitions.)

- Fund Advisor
- Secondary Advisor
- Fund Representative
- Primary Contact (Please select only one primary contact on this form.)

Name  Mr.  Ms.

---

Mailing Address  Home  Business

---

City State Zip

---

Home Phone Mobile Phone

---

Business Phone Fax

---

Email #1 Email #2

---

Company Name

---

Title

---

Date of Birth

**DonorConnect – Online Services**  
Would you like online access to your fund?  Yes  No  
(Online access varies by the role of each contact.)



# ADVISED FUND AGREEMENT



## Referral Information

Referred to Silicon Valley Community Foundation by \_\_\_\_\_

Relationship \_\_\_\_\_

If Professional Advisor, Mailing Address		
City	State	Zip
Professional Advisor's Phone		Email
Professional Advisor's Company and Title		
<input type="checkbox"/> My Professional Advisor may receive information about the fund.		

## Donor Advised Fund Successor Election (Optional)

Fund Advisors establishing a donor advised fund may create a succession plan for the fund.

Individuals named as advisors are authorized to recommend grants and investment allocation changes, change the fund name or appoint additional advisors and successor advisors. The donor and any advisor may designate any person within one generation to be a successor advisor and assign the rights and duties associated with the fund upon an advisor's death or resignation. A successor advisor is authorized to recommend grants from the fund (subject to Silicon Valley Community Foundation's variance power) in the event the fund advisor(s) named above dies, resigns or is otherwise unable or unwilling to act in this capacity. Please indicate a maximum of two successor advisors. Successor advisors must be at least 18 years old to recommend a grant. If the successor advisor is under 18 years of age, Silicon Valley Community Foundation will work with the minor's guardian to facilitate grants from the fund.

## Successor #1 Information

Name \_\_\_\_\_  Mr.  Ms.

Mailing Address \_\_\_\_\_  Home  Business

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_

Business Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Relationship to Fund Advisor(s) \_\_\_\_\_

## Successor #2 Information

Name \_\_\_\_\_  Mr.  Ms.

Mailing Address \_\_\_\_\_  Home  Business

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_

Business Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Relationship to Fund Advisor(s) \_\_\_\_\_

I do not wish to name successor advisor(s).  
*In the event that the initial donor(s) and/or advisor(s) to this fund dies, resigns or is otherwise unable or unwilling to act in this capacity and no successor advisors are named, the balance of the fund will be transferred to the Community Endowment Fund to support community needs.*

**ADVISED FUND AGREEMENT**

**Acknowledgement & Signatures**

I acknowledge that I have read the Silicon Valley Community Foundation Fund Support Fees and Minimums and Fund Terms and Conditions and agree to the terms, fees and conditions described therein. I understand any contribution, once accepted by the Silicon Valley Community Foundation board of directors, represents an irrevocable contribution to Silicon Valley Community Foundation. The community foundation board of directors has variance power under IRS regulations, and this gift is not refundable to me.

I hereby certify, to the best of my knowledge, all information presented in connection with this form is accurate, and I will notify Silicon Valley Community Foundation promptly of any changes.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Silicon Valley Community Foundation Signature**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Please mail this form to:**

**Silicon Valley Community Foundation**

Attention: Development Department

2440 West El Camino Real, Suite 300

Mountain View, CA 94040-1498

Phone: 650.450.5400 | Fax: 650.450.5401 | [www.siliconvalleycf.org](http://www.siliconvalleycf.org)

Please contact the development department at [donate@siliconvalleycf.org](mailto:donate@siliconvalleycf.org) or call 650.450.5444 if you have questions.

**Special Instructions:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Initial Gift to Establish a Fund: \$ \_\_\_\_\_**

- Check made payable to Silicon Valley Community Foundation
- Wire\*
- Stock: # of shares \_\_\_\_\_  
 Name of Company (list all if more than one): \_\_\_\_\_

- We will be transferring stock via a financial firm.
- We will be delivering stock certificates.\*
- Please complete the gift transfer instructions
- Publicly Traded     Privately Held\*
- Restricted
- Other\* Please describe the gift (Real Estate, Personal Property, Testamentary, Credit Card): \_\_\_\_\_

\* Additional information will be required. Please contact the community foundation at 650.450.5444.

**Anonymity and Publicity**

The community foundation includes information about fund advisors, grantees and funds in our e-newsletters, magazine, website and other printed and online materials. If you would like anonymity, please indicate below.

- Do not list my name on donor or fund advisor listings.
- Do not include the name of the fund I advise on fund listings.
- I am willing to be featured in the community foundation's print and online publications.
- I am willing to be interviewed for media stories.

**Grantmaking**

**Custom Grant Letter**

Each grant made from an advised fund is mailed with a custom grant letter. This letter's header displays the name of the fund while the fund's advisors are indicated within the body. Please specify below how you would like the advisor(s) to be indicated. e.g., Mr. and Mrs. Mark Smith, Mark and Jane Smith, The Smith Family, The Eucalyptus Fund

- Please make all grants from the fund anonymous.

**Contact Options by Nonprofits**

An organization that has received grants from the fund may wish to send information to you. Please indicate your contact preference for the custom grant letter. (Please select one.)

- Provide my home address.
- Provide my business address.
- Do not provide my address.

Mail the community foundation receives for the fund will not be forwarded.

**Investment Allocation**

- I have completed the attachment regarding investment pool information and allocation.

**Special instructions and explanations for named endowed funds, field of interest and designated funds:**

**Named Endowed Fund**

Minimum Initial Gift: \$50,000  
A permanent endowed named fund may be created for \$50,000. These funds support the Community Endowment Fund, a permanent charitable resource for the region.

**Field of Interest Fund**

Minimum Initial Gift: \$10,000  
These funds support an area of interest about which the founder or honoree cares deeply. Please describe your field of interest below.

**Designated Fund**

Minimum Initial Gift: \$10,000  
Designated funds are created to support one specific nonprofit and may be endowed or non-endowed. The designated charitable organization must have 501(c)(3) status (or equivalent) and cannot be a private non-operating foundation. Should the organization cease to exist, the community foundation will direct the fund's payout to another organization serving like needs.

Select one:

- Endowed:** the annual payout of 5% of the fund balance will be used to support the following organization: \_\_\_\_\_
- Expendable:** The annual payout of the dollar amount OR percentage determined below will be used to support the following charitable organization. Distributions will cease to occur if/when assets are expended from the designated fund.

Select distributions of exact dollar amounts OR fund percentage amounts for annual distribution:

\$ \_\_\_\_\_ to \_\_\_\_\_ (Name of Organization)

OR

\_\_\_\_\_ % to \_\_\_\_\_ (Name of Organization)

# SUPPORT FEES AND MINIMUMS

SILICON VALLEY | community foundation  
SERVING SAN MATEO AND SANTA CLARA COUNTIES

## Support Fees and Minimums

Silicon Valley Community Foundation assesses support fees to cover the cost of administration and to continue the community foundation's important work in our community. Fees provide the necessary resources to operate efficiently and effectively, ensuring fiscal responsibility in grant due diligence, donor and nonprofit education, research and other activities. Annual fees are assessed monthly based on average fund balance. Funds are required to maintain a \$1,000 minimum balance and are subject to a minimum annual fee of \$250 unless noted otherwise.

### Donor Advised, Committee Advised and Field of Interest Funds

\$10,000 minimum initial gift  
\$250 minimum fee

### Support Fees

1.0% on the first \$3 million  
0.75% on amounts over \$3 million  
0.50% on amounts over \$10 million  
0.25% on amounts over \$25 million

### Supporting Organizations

\$10,000,000 minimum initial gift  
\$2,500,000 minimum balance  
\$25,000 minimum fee

1.0% on the first \$15 million  
0.65% on amounts over \$15 million  
0.25% on amounts over \$25 million  
0.10% on amounts over \$30 million



## SUPPORT FEES AND MINIMUMS

### Scholarship Funds

Community Foundation Managed  
\$250,000 minimum initial gift

Donor Involved  
\$50,000 minimum initial gift

### Support Fees

4.0% on all balances

2.0% on all balances

### Designated Fund

\$10,000 minimum initial gift

0.5% on all balances

### Nonprofit Endowment Fund

\$25,000 minimum initial gift

0.5% on all balances

### Nonprofit Investment Fund

\$100,000 minimum initial gift

1.0% on funds up to \$1 million  
0.75% flat rate on funds over \$1 million  
0.50% flat rate on funds over \$5 million

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Other fees may apply under special circumstances. For more information about support fees and minimums contact [donate@siliconvalleycf.org](mailto:donate@siliconvalleycf.org) or call 650.450.5444.

# FUND TERMS AND CONDITIONS

SILICON VALLEY | community foundation  
SERVING SAN MATEO AND SANTA CLARA COUNTIES

## Tax Status of Contribution

Funds established at Silicon Valley Community Foundation (the "community foundation") are component funds of the community foundation, a Section 501(c)(3) public charity. Contributions other than cash or marketable securities must first be approved by the community foundation. All contributions to the community foundation's funds are treated as gifts to a public charity and are generally tax deductible, subject to individual limitations. The community foundation does not provide tax or legal advice; we recommend consulting a professional advisor if you have questions about a gift to the community foundation.

## Variance Power

All assets contributed to funds become irrevocable gifts to the community foundation and legal control and responsibility for the funds rest with the community foundation. All funds established at the community foundation are subject to the community foundation's "variance power," as set forth in the community foundation's bylaws. Variance power gives the community foundation the authority to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if, in the sole judgment of the community foundation's board of directors, such restriction or condition becomes unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community served.

## Investment of Assets

In making a gift to the community foundation, donors give up all right, title and interest to the assets contributed. In particular, donors give up the right to choose investments, investment managers, brokers, or to veto investment choices for their gifts. Therefore, the board and investment committee of the community foundation have the right to make any or all investment decisions regarding gifts received, except that fund advisors have advisory privileges with respect to fund

investments. All assets contributed to funds will be managed in the community foundation's investment pools. Investment allocations among the community foundation's investment pools can be changed no more than once per calendar year, unless a significant change to grantmaking or fund balance occurs and prudence requires a change. The community foundation may hold up to five percent (5%) of fund assets in non-interest bearing cash at any time. All income and capital gains or losses will be allocated to the fund on a monthly basis

## Fees and Minimums

Funds established at the community foundation are required to maintain a \$1,000 minimum balance and are subject to support and investment fees. A list of current fees and minimums is available upon request. The community foundation reserves the right to change its fee or minimum policies at any time.

## Role of Advisors

Donors establishing an advised fund may designate themselves or any person in the immediate succeeding generation to be an advisor on the fund. Fund advisors must be at least 18 years of age. A fund can have more than one advisor but preferably no more than three. Individuals named as "fund advisors" are designated to recommend grants and investment allocation changes, change the fund name or appoint advisors and successor advisors. If a fund is advised jointly, upon the death of one advisor, the remaining advisor(s) retains the rights associated with the fund.

## Successor Advisors

The donor and any advisor may designate any person within one generation to be a successor advisor to exercise the rights and duties of an advisor upon an advisor's death or resignation. Successor advisors may assume the right to advise the fund only after the deaths or resignations of all initial advisors named on the fund. The successor advisor(s) may be required to provide written notification and sufficient proof of the donor's or

## FUND TERMS AND CONDITIONS

advisor's death prior to assuming the rights and duties of an advisor. Successor advisors may not appoint further successors but may appoint a co-advisor as long as they are in the same generation as the successor advisor. If the successor advisor is a minor, the board reserves the right to require that grant recommendations be made by the minor's legal guardian.

All requests to modify or appoint additional advisors and successor advisors to a fund must be communicated to the community foundation in writing. If the community foundation has not received the names of an additional advisor(s) or successor advisor(s) to the fund, or other special instructions, in writing, the community foundation will use the fund's balance to support the community grantmaking program.

The following Fund Advisory Privileges and Fund Relationship definitions further explain the role of advisors and other interested parties to funds at the community foundation. These terms correlate to the Advised Fund Agreement form and will help you determine your fund contacts and advisors.

### Fund Advisory Privileges Definitions:

**Fund Advisor:** this individual has full advisory privileges over a fund, including grant recommendations, investment recommendations and other fund administration advisory privileges.

**Secondary Advisor:** this individual also has full advisory privileges over grant recommendations but has no other fund administration advisory privileges. (This is an intermediate level of authority.)

**Fund Representative:** this individual has access to fund information only but no fund administration advisory privileges to change anything about the fund. (This is the lowest level of authority.)

### Fund Relationship Definitions:

**Primary Contact:** One person per fund who should be contacted first for anything concerning the fund. This individual may or may not have full fund advisory privileges.

**Founder:** The first generation fund advisor. This may be an establishing donor but not always. (Primarily for donor advised funds, committee advised funds and scholarship funds.)

**Establishing Donor:** The individual that gave the first or endowment gift to the fund. This may be a founder but not always and may have no advisory privileges over a fund. (Primarily for donor advised funds, committee advised funds, scholarship funds, designated funds and field of interest funds.)

**Successor Advisor:** The second generation fund advisor; he or she has no advisory privileges until the cessation to act of all fund advisors. (Primarily for donor advised funds, committee advised funds and scholarship funds.)

**Professional Advisor:** Financial or other advisors such as certified public accountants, lawyers or investment managers. These individuals may or may not have any fund advisory privileges, depending on their status as a fund advisor, secondary advisor or fund representative.

**Board Member:** For corporate, nonprofit and supporting organization funds that specify board members with direct access to funds. This individual may or may not have any fund authority.

### Recommended Spending Policy

Although not required, the community foundation recommends a minimum five percent (5%) annual distribution rate for all funds. For endowed funds, the community foundation's board of directors sets and monitors a required annual distribution rate that is calculated as a percentage of fund assets. This rate is currently five percent (5%) based on 12 trailing quarter balances, but is subject to change based on community needs, investment performance and the long-term preservation of endowment funds principal.

### Grant Disbursement

Grants must be for charitable purposes, and those grants may be recommended to any 501(c)(3) organization or verified charitable entity (e.g., schools, religious institutions) located in the United States or any nongovernmental organization outside of the United States having a verifiable charitable purpose. However, grants directed outside of the United States must comply with federal government regulations, and the prospective grantee must be verified as the equivalent of a public benefit organization within the United States and must otherwise conform to all relevant U.S. federal and state law. Grants may also be given for charitable purposes to non-501(c)(3) organizations if the charitable



expenditure can be verified through a process called expenditure responsibility. Expenditure responsibility is required for any organization not described in IRS Section 170(b)(1)(A), including for-profit companies, private operating foundations and new public charities that do not yet have 501(c)(3) status and disqualifying supporting organizations.

Grants given to all 501(c)(3) public charities within the United States must be for a minimum of \$200. Grants given outside the United States or requiring expenditure responsibility within the United States must be for a minimum of \$1,000. Grant checks sent to organizations are accompanied by a community foundation letter specifying the name of the fund and the advisor's name(s) unless requested otherwise, by the donor or fund advisor and as approved by the community foundation. The advisor's address may also be included on all letters if requested by the advisor. Mail which the community foundation receives for the fund will not be forwarded. Approved grants are typically sent within 10 working days of the recommendation being received or the advisor will be notified as to the reason for a delay. However, any fund submitting 20 or more grant recommendations should allow up to two weeks for processing. Grants made from funds at the community foundation are issued on checks with the name and logo of the community foundation.

The community foundation shall assume responsibility for check writing, bookkeeping, investment management, tax reporting, auditing and evaluation of projects, and for making available to the advisor reports of fund income, expenses and grantmaking, as appropriate.

### **Restrictions on Grants**

Grants to individuals are not allowed. In compliance with the Internal Revenue Code, grants are not permitted to private non-operating foundations or for non-charitable purposes; for political contributions or to support political campaign activities; or for any purpose that would provide benefits, goods or services to the advisor recommending the grant. An advisor is subject to IRS penalties if the advisor receives benefits, goods or services in connection with a grant recommended by the advisor. This includes grants to satisfy pledges and non-deductible (or partially tax deductible) memberships, event tickets, sponsorships, registration fees in tournaments and cause-related marketing activities. Please contact the community foundation if you have questions about the exclusion of benefits from grant recommendations and/or multiple-year payments.

### **Expense Reimbursement**

The community foundation does not permit expense reimbursements from an advised fund to any donor, fund advisor or related party. All expenses must be paid by the community foundation directly after appropriate review of the expenses and their payees and must be preapproved by the CEO, CFO or controller of the community foundation prior to being incurred. Legislation regulating these payments is currently being clarified and each arrangement will be reviewed individually in light of these evolving policies. The expense submitted for review must be charitable in nature or support a charitable purpose.

### **Fundraising Policy**

The community foundation cannot assist event organizers with any kind of public fundraising event to benefit a fund at the community foundation. However, a memorial fund can be established in honor of someone who has passed away, and requests for donations in the name of the deceased to the community foundation are required to use the following language in obituaries or solicitations for gifts: "Funds raised will be added to the [insert name] Fund at Silicon Valley Community Foundation, a 501(c)(3) organization. All checks should be made payable to the [insert name] Fund/Silicon Valley Community Foundation."

### **Scholarship Funds**

For any scholarship fund established at the community foundation, the scholarship selection committee must be appointed by the community foundation; however members may be recommended by the donor. The donor and parties related to the donor may serve on the selection committee but they cannot directly or indirectly control the committee. The scholarship selection process must be approved annually by the community foundation's board. The community foundation disburses scholarship funds to the institution the recipient attends and will not disburse a grant to a specific individual.

### **Fund Inactivity**

If an advisor is no longer willing or able to advise the fund's distribution, and no successor advisor is named, the community foundation's board will assume responsibility for grantmaking. If grant recommendations are not received for a period of two consecutive years, the community foundation's staff will attempt to contact

the fund advisor at least three times via certified mail and allow 30 days for a response. If contact cannot be made, the community foundation's board will advise an annual payout to support the community grantmaking program in accordance with the community foundation spending policies. If two more years pass with no contact from the advisor, the fund in its entirety will be transferred to the Community Endowment Fund. A fund must have advisor inactivity for a total of four years before being transferred to the Community Endowment Fund.

### Fund Closure

An advisor may recommend closing a fund by granting up to 100 percent (100%) of the fund balance to a qualified public benefit organization, including any of the community foundation's funds (e.g., field of interest funds, Community Endowment Fund, operating fund). Such recommendations must be received in writing and, if approved, funds will be disbursed in accordance with the community foundation's articles of incorporation and bylaws, current agreements, laws and regulations. Endowed funds are permanent and cannot be closed. Closing a fund by recommending a grant to another public benefit corporation which is approved will occur as follows: 80 percent (80%) of the current balance will be granted within 10 business days of the request date, barring any issues with the organization's status as a qualified public charity or equivalent. The remaining balance of the fund, including any residual net earnings, will be granted within the following 45 days.

### Conflict of Terms

In the event of an inconsistency between these terms and conditions and any terms and conditions appearing elsewhere in connection with any fund, these terms and conditions, as interpreted by the community foundation, shall govern, and the community foundation reserves the right to take any actions at any time which, in its discretion, it deems reasonably necessary or desirable for the proper administration of any fund or the community foundation or to comply with applicable law.

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Please contact the community foundation at [donate@siliconvalleycf.org](mailto:donate@siliconvalleycf.org) or 650.450.5444 if you have questions about these terms and conditions.

## Frequently Asked Questions

### What is a donor advised fund?

A donor advised fund is not a separate legal entity like a trust or a corporation. It is a fund that a sponsoring charity, like Silicon Valley Community Foundation, creates through a written agreement with a donor. The donor contributes assets to the community foundation which agrees to treat those assets as a separate fund on its books. The assets belong to the community foundation, but the donor retains the privilege of recommending charitable grants from the fund and recommending how the community foundation should invest the fund's assets. The law requires the community foundation to make clear in the agreement, and to obtain the donor's written acknowledgement, that the assets in a donor advised fund are the property of the community foundation and that the community foundation has discretion and control over the use and investment of the donor advised fund assets.

### Why is discretion and control an issue?

In order for a donor to take advantage of the tax benefits that flow from a charitable gift, the gift has to be complete – that is, the donor has to part with control over the donated assets. The appearance of donor control could put the donor's tax deduction in jeopardy. Donors can only make non-binding recommendations about grants from their donor advised fund; they cannot control when and how the community foundation will make grants nor control decisions about which grantees will receive funding.

### What are the limits on donor benefits in connection with donor advised fund grants?

Donors, fund advisors and related parties (such as family members or business interests) may receive only "incidental" benefits from a grant or investment of a donor advised fund. If a donor, fund advisor or related party receives more than an incidental benefit in connection with a donor advised grant, the IRS will assess a penalty of 125% of the amount of the improper benefit. The penalty may be assessed against either the person who recommended the grant or the person who received the benefit. (There is a separate penalty if a donor, fund advisor or related party receives a direct benefit from the donor advised fund, such as having the fund pay the conference fee for the advisor to attend a conference.)

# INVESTMENT OPTIONS INFORMATION

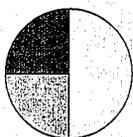
SILICON VALLEY | community foundation  
SERVING SAN MATEO AND SANTA CLARA COUNTIES

Silicon Valley Community Foundation offers a variety of investment options designed to meet a range of philanthropic goals and time horizons. Each of our investment pools are carefully constructed and diversified across global investment opportunities to maximize return and minimize volatility. With \$1.9 billion in charitable assets, we gain access to world-class investment managers and alternative investment strategies only available to large institutional investors. Investments are monitored regularly by the community foundation's experienced investment committee, investment consultant and staff.

As a fund advisor, you may allocate to one or more investment pools, and you may change the investment allocation once per year or upon a significant change in charitable goals and time horizon for depleting the fund. The community foundation will maintain your fund's investment allocation through regular monthly rebalancing.

## Long-Term Growth

7 years or more

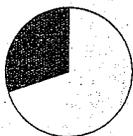


## Diversified portfolio of global stocks and bonds

50% equity, 25% alternatives and 25% fixed income  
9.0% average annual expected return  
0.68% annual investment expense

## Social Impact

7 years or more

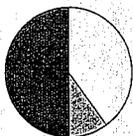


## Diversified portfolio of global stocks and bonds from companies with strong financial and social records

70% equity and 30% fixed income  
8.7% average annual expected return  
0.79% annual investment expense

## Balanced

3 to 7 years

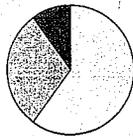


## Balanced portfolio of global stocks and bonds

50% fixed income, 40% equity and 10% alternatives  
7.7% average annual expected return  
0.70% annual investment expense

## Short-Term

1 to 3 years

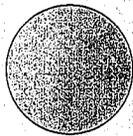


## Portfolio of short and intermediate-term bonds

60% short-term, 30% intermediate and 10% global  
5.2% average annual expected return  
0.35% annual investment expense

## Capital Preservation

1 year or less



## Portfolio of short-term, high quality securities

100% money market securities  
4% average annual expected return  
0.13% annual investment expense

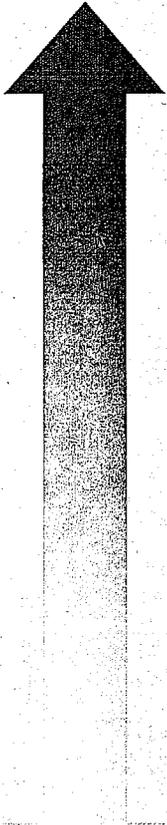
Average annual expected returns are net of fees over full market cycles of seven years or more. Actual returns will fluctuate and may be negative from year to year for some pools. Alternative investments include venture capital, hedge funds and real assets; they are included to enhance returns and dampen volatility. Expenses include investment management, consulting and custody, and do not include performance-based fees or expenses of managers within fund-of-funds.

The community foundation is not engaged in rendering legal, financial or tax advice. Please see the community foundation's materials on fees and minimums and terms and conditions for more information. This publication is a service to provide general information. Please consult your financial or legal advisor.

## INVESTMENT OPTIONS INFORMATION

### INVESTMENT POOL DESCRIPTIONS

Greater  
Volatility



Lower  
Volatility

#### For funds with long-term grantmaking goals

**Long-Term Growth:** This pool seeks maximum growth and controlled risk through a diversified portfolio of global stocks, bonds and alternative investment strategies. It is appropriate for assets that will remain invested for at least **seven years** to benefit from long-term opportunities that can only be realized from a patient investment strategy. The average annual expected return is between 8% and 10% over full market cycles. Assets are exposed to market risks and may experience significant volatility and principal loss over the short term. The projected near worst-case return per annum over three years is approximately -10%.

**Social Impact:** This pool seeks long-term growth through a diversified portfolio of global stocks and bonds from companies with strong financial and social records. Investment managers consider positive and negative social factors when evaluating companies, including environmental sustainability, governance, human rights, animal testing, nuclear power production, involvement with gaming and the manufacture of weapons, tobacco and alcohol. This pool is appropriate for assets that will remain invested for at least **seven years**. The average annual expected return is between 7% and 9% over full market cycles. Assets are exposed to market risks and may experience principal loss from year to year. The projected near worst-case return per annum over three years is approximately -13%.

**Balanced:** This pool is designed for growth at more moderate levels of risk. It is appropriate for assets that will remain invested for at least **three years**. The average annual expected return is between 7% and 8.4% over three to seven year market cycles. Assets are exposed to market risks and may experience principal loss from year to year. The projected near worst-case return per annum over three years is approximately -6%.

#### For funds with short-term grantmaking goals

**Short-Term:** This pool is designed to outperform money market returns and provide a high degree of liquidity for near-term grant distributions. This pool is appropriate for assets that will remain invested for periods of **one year or more**. The average annual expected return is between 5% and 5.5%. Market values should be relatively stable from year to year, but may experience periodic declines. The projected near worst-case return per annum over three years is approximately -2%.

**Capital Preservation:** This pool is designed to preserve principal and provide current income and liquidity by investing in high quality, short-term financial instruments including institutional money market mutual funds and bank certificate of deposits. It is appropriate for fund advisors seeking stability or for that portion of a fund that is to be distributed as grants within **12 months or less**. The average annual expected return is 4% over full market cycles of seven years or more.

#### Important Information

A small portion of each pool may be held in cash at all times to provide liquidity for grant distributions. Investment expenses are in addition to an administrative support fee charged by the community foundation. The investment return and principal value will fluctuate such that investments, when redeemed for grantmaking, may be worth more or less than their original cost.

Contact Silicon Valley Community Foundation at [donate@siliconvalleycf.org](mailto:donate@siliconvalleycf.org) or 650.450.5444 for additional information regarding investment options or historical performance.

**Jerry Gruber**

---

**From:** Catherine M. Gowen [CMGowen@siliconvalleycf.org]  
**Sent:** Monday, December 01, 2008 5:34 PM  
**To:** Jerry Gruber  
**Cc:** CMarsalaForward; James Dobbie; william grindley; Catherine M. Gowen  
**Subject:** RE: Atherton's New Town Center.  
**Importance:** High  
**Attachments:** SVCF-Fees & Minimums.pdf; SVCF-Investment Allocation.pdf; SVCF-Terms & Conditions.pdf; SVCF-Investment Options.pdf; SVCF-Donor Advised Fund Agreement.pdf

Hello Jerry,

Thank you so much for your interest in Silicon Valley Community Foundation. We'd be happy to help you create a "designated fund" for the Town of Atherton.

A designated fund can either help endow a donor's favorite charitable organization in perpetuity or assist it over a set number of years. If the designated fund is established in perpetuity, the payout is reviewed and set annually by the Investment Committee, based on the community foundation's payout policy. If the designated fund is established for a set number of years, the annual payout calculation is based on the fund size divided by the number of years. (The time-frame on these funds is flexible, and the donor can change the time period on distributions. However, if the fund is established in perpetuity, the designated charity cannot be changed by the donor.)

The designated charity can be any eligible grant recipient under the policies of the community foundation. If an organization ceases to exist or changes its mission and no longer serves the donor's intentions, the community foundation has variance power and can redirect the grant dollars to an organization meeting the donor's charitable intent.

For designated funds, the community foundation issues one check/payout per year to the nonprofit. A designated fund can be established with \$10,000, and our annual fee is .50%. It is assessed monthly, based on average fund balance.

I have attached some additional information for you, including our investment options information, our fee sheet and our terms and conditions.

Along with the minimum \$10,000 to open the fund, we also require the attached "Advised Fund Agreement" and "Investment Allocation" forms be completed.

We have a similar fund set-up with Portola Valley for the "Portola Valley Town Hall Fund." It's a designated fund for their town hall, and many donors contributed to the fund.

I hope this initial information is helpful, and I'd be happy to talk with you tomorrow and answer any questions you might have.

Jerry, I have a couple of meetings on Tuesday, but I'm free in the morning and then later in the afternoon. I hope we can talk tomorrow. Thanks again for your interest in the community foundation, and we look forward to working with you on this fund:

Take good care,  
Catherine

Catherine Gowen  
Senior Director of Business Services  
Silicon Valley Community Foundation, *Serving San Mateo and Santa Clara Counties*  
2440 West El Camino Real, Suite 300 | Mountain View, California 94040  
Direct: 650.450.5512 | Main: 650.450.5400 | Fax: 650.450.5401  
[cmgowen@siliconvalleycf.org](mailto:cmgowen@siliconvalleycf.org)

12/2/2008

## MEMORANDUM

To: Portola Valley Town Council  
From: Steve Toben  
Re: Costs of Fundraising for the Town Center Project  
Date: December 6, 2005

---

The Portola Valley Community Fund (PVCF) was established last July to raise private donations for the Town Center project. PVCF's goal is to raise \$16 million in gifts for the new library, activity rooms, community hall, recreational facilities, and other amenities desired by residents at Town Center. PVCF has been set up as a fund of the Peninsula Community Foundation, a distinguished Bay Area charity. The PCF board of directors has legal authority for the management and disbursement of funds to the Town of Portola Valley for the Town Center project.

A Steering Committee of Town residents co-chaired by SallyAnn Reiss and Jocelyn Swisher directs the day-to-day operations of the PVCF. Other committee members are Gary Nielsen, Chip McIntosh, Beth Rabuczewski, and Ron Walter. There is an eleven-member advisory board. Ted Driscoll and I presently serve as Council liaisons.

Since the summer, the PVCF has been in a donor cultivation phase, approaching individuals who may be willing to consider major gifts. As recently reported in the media, this cultivation has begun to bear fruit. The "quiet phase" will continue into the winter and spring, followed by a public phase later next year.

In the process of conducting the fundraising campaign, the PVCF will incur operating costs. Typically, fundraising costs for a capital project of this scale run as much as 10 percent of the total campaign goal. However, due to the substantial volunteer commitments of the highly skilled Steering Committee, the PVCF expenses on behalf of the Town Center project will be limited to \$157,000, which is less than 1% of the campaign goal. Attached is the budget breakdown.

Most of the costs for contracted administrative support and consultants are likely to come when the current "quiet phase" of the campaign (which is focused on major gifts) is completed next year and the public phase gets underway. The public phase will be more labor intensive than the quiet phase.

The PVCF Steering Committee has already been able to secure the underwriting of approximately \$30,000 of its projected operating costs through generous contributions from members of the Steering Committee. The PVCF Steering Committee expects to raise other funds reserved for operations, and donors will be informed that no more than 1 percent of their gifts may be reserved for fundraising expenses.

The issue at hand is how to process these expenses. Policies of the Peninsula Community Foundation do not permit the payment of PVCF project funds for operating costs such as expense reimbursements and consultants. Instead, on a regular basis PCF will disburse to the Town of Portola Valley all funds accumulated in the PVCF account.

Since PCF will only disburse funds to the Town, the Town will need to assume responsibility for processing the operating expenses of the PVCF. The proposed procedure that provides oversight and the mechanism for disbursement of operating expenses is attached. The Town Attorney has approved this procedure.

Since July 1, some members of the PVCF Steering Committee have already incurred expenses related to the fundraising effort for which they have not yet been reimbursed. Following the attached process, receipts for these expenses and a narrative explanation will be submitted to Town Staff and to the Council for review and decision regarding reimbursement.

The PVCF Steering Committee requests the Council's approval of the attached budget and mechanism for paying the operating expenses of the Town Center fundraising campaign.

# PVTC Budget

July 1, 2005 through December 31, 2006

(Campaign to be completed by 12/31/2006)

Document design and printing	\$10,000.00
Supplies (binders, folder, paper)	\$ 2,500.00
Photocopying	\$ 2,500.00
Four catered donor cultivation events	\$20,000.00
Donor event documentation	\$ 5,000.00
Town handling fee	\$ 2,000.00
Contracted administrative support	\$50,000.00
Consultants	\$65,000.00
<b>Total</b>	<b>\$157,000.00</b>

December 6, 2005

## Procedure for approval and disbursement of the Portola Valley Community Fund (PVCF) operating expenses

1. Town Council approves PVCF operating budget at December 14, 2005 meeting.
2. At the beginning of each quarter (Jan/Apr/Jul/Oct), the PVCF Steering Committee will provide the Council with a narrative describing projected fundraising expenses by category for the next quarter. The Council will review and approve these projected expenses in advance.
3. In conformance with this pre-approved authorization of quarterly expenditures, the PVCF Steering Committee will approve and submit monthly expenses for payment in their behalf by the Town. A brief narrative explanation will be provided for any payment or reimbursement request over \$1,000, and the total payments shall not exceed the total amount pre-approved by the Council for that quarter. All Requests for Reimbursement must be accompanied by receipts, and all requests for direct payment must include original invoices. Payments made by the Town in behalf of PVCF will be incorporated into a regularly scheduled warrant list and existing warrant list procedures followed.
4. The Town will be responsible for contracting for supporting services to assist the PVCF.
5. All transactions related to PVCF operating expenses shall be recorded with their own accounting code(s) and within a separate accounting "agency fund". They will be available for public review and will be reported to the Council on a quarterly and cumulative basis.
6. The Town may retain a nominal fee for costs necessitated by the administration of PVCF operating expenses. This fee shall closely approximate the actual cost of staff time required to manage the PVCF account and review and process disbursements.

*December 6, 2005*



## Town of Atherton

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JERRY GRUBER, CITY MANAGER**

**DATE: FOR THE CITY COUNCIL MEETING OF DECEMBER 17, 2008**

**SUBJECT: ADOPTION OF MEMORANDUM OF UNDERSTANDING BETWEEN THE FREIGHT CHECKERS, CLERICAL EMPLOYEES AND HELPERS, LOCAL UNION NO. 856 (TEAMSTERS REPRESENTING MISCELLANEOUS TOWN EMPLOYEES) AND THE TOWN OF ATHERTON FOR THE PERIOD OF JULY 1, 2008 THROUGH JUNE 30, 2009**

### **RECOMMENDATION**

Adopt the attached Memorandum of Understanding between the Town of Atherton and the Teamsters Local No. 856, for the period of July 1, 2008 through June 30, 2009, and authorize the Mayor to execute the agreement on behalf of the Town.

### **INTRODUCTION:**

The last Memorandum of Understanding (MOU) between the Town and the Union covered the period of July 1, 2005 through June 30, 2008. The Town's management negotiating team has met and conferred with Union representatives regarding reaching a new agreement. The attached Memorandum of Understanding reflects the proposed agreement which has been reached between the negotiators on behalf of the Town and the Union. The MOU, if adopted by Council, would be effective July 1, 2008 through June 30, 2009.

The Union's general membership met and ratified the provisions of this proposal.

The proposed MOU has been reviewed by the Union, the City Attorney, Town's labor relations counsel, Finance Director, Assistant City Manager, and City Manager.

**ANALYSIS:**

*Salary:*

Adoption of the MOU would implement salary adjustments for Miscellaneous Employees, effective July 1, 2008, representing an average annual increase for Fiscal Year 2008-09 of 2.36%. The salary adjustment represents the 70<sup>th</sup> percentile pay range of comparator positions with comparator agencies for Miscellaneous positions for salary and Public Employees Retirement System (PERS) contribution, using the salaries in effect for comparator positions as of July 1, 2008 (with the removal of the top and bottom salaries in the array for calculation purposes).

The attached Memorandum of Terms of Settlement provides a summary of the proposed changes to the existing MOU.

**FISCAL IMPACT:**

The fiscal impact for FY 2008-2009 represents a 2.36% increase in salary effective July 1, 2008 for Miscellaneous. These adjustments to salary represent a total dollar cost of \$25,314.

**Attachment:**

- 1) Tentative Agreement between Town of Atherton and Teamsters Local 856 Salary Schedule
- 2) Draft 2008-09 MOU

Town of Atherton  
Tentative Agreement  
To  
Teamster Local 856

September 4, 2008

- Article 21: Term – July 1, 2008 – June 30, 2009
- Article 5: Wages, Standby and Call Back Pay – Effective July 1, 2008 the Town will implement the 70<sup>th</sup> percentile pay range of the comparator positions with comparator agencies for all positions covered by this MOU.
- Article 11: Benefit Programs – Effective January 1, 2009 the Town-paid medical premium cap is to increase to reflect 95% of the then prevailing Blue Shield HMO rate for 3+party, 2-party, and 1-party.
- Article 12: Retirement – The Town proposes that the agreement be reopened upon written request of either party to discuss a modified retirement program. During the reopener the parties may discuss, but not be limited to opening the following Articles of the MOU: Article 5, Article 11, Article 12 and Article 21. The exercise of the reopener does not guarantee that agreement will be reached on a modified retirement formula.
- Article 14: Grievance Procedure B. Grievance Steps – The Town's proposal regarding this Article will be withdrawn.
- Article New Agency Shop – As mutually agreed upon

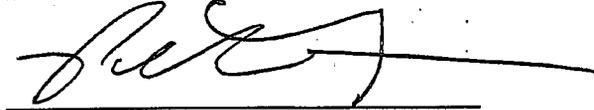
All other Articles of the MOU will not be modified, except for housekeeping items.

Date: September 4, 2008

For the Town

A handwritten signature in cursive script, appearing to read "Glenn Beck", written over a horizontal line.

For Local 856

A handwritten signature in cursive script, written over a horizontal line.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**FREIGHT CHECKERS, CLERICAL EMPLOYEES  
AND HELPERS, LOCAL UNION NO. 856**

**and**

**TOWN OF ATHERTON**

**For the period of July 1, 2008 through June 30, 2009**

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**PREAMBLE**

This Memorandum of Understanding ("MOU") is entered into by and between Teamsters Local 856, ("Union") and the Town of Atherton ("Town") for the period July 1, 2008 through June 30, 2009. This MOU is entered into pursuant to the Meyers-Millias-Brown Act (Government Code §§ 3500-3510).

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**ARTICLE 1: RECOGNITION**

Pursuant to Municipal Code § 2.52.070(A), the Union is recognized as the exclusive representative for the purpose of meeting and conferring on matters within the scope of representation for employees assigned to the classifications and within the three bargaining units listed in Appendix A of this MOU.

**ARTICLE 2: REPRESENTATION**

It is agreed that, as long as there is no disruption of work, one Union representative shall be allowed reasonable release time away from work duties without loss of pay, to represent a Unit employee or employees on grievances or other matters within the scope of representation. The Union shall designate the one representative under this section, except that members of the Supervisor/Confidential Unit can only represent or be represented by another member of the Supervisor/Confidential Unit. Release time shall be granted for the following types of activities: 1) a meeting of the representative and the employee or employees in the unit related to a grievance; and 2) a meeting with Management relating to disciplinary matters.

Three Union representatives (one from each of the three collective bargaining units covered by this MOU), shall be allocated a reasonable amount of time without loss of pay for formal negotiation purposes. Preparation time for negotiations shall not be on release time without approval of the City Manager.

**ARTICLE 3: AGENCY SHOP**

The Union agrees that it has a duty to provide fair and non-discriminatory representation to everyone in the Bargaining Unit regardless of whether they are members of Union or not.

This Agency Shop provision shall be implemented in accordance with Government Code Section 3502.5, except as noted below.

All members of the Bargaining Unit, as a condition of employment shall:

- 1) Become and remain a member of Union; or
- 2) Pay to the Union an Agency Shop fee in an amount that does not exceed an amount that may be lawfully collected under applicable laws (it shall be the sole responsibility of Union to determine an agency shop fee which meets the criteria above); or
- 3) Do all of the following:
  - a. Upon satisfactory demonstration that the employee is a member of a bona fide religion, body or sect which has historically held an

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conscientious objections to joining or financially supporting any public employee organization as a condition of employment; and

- b. Pay a sum, through payroll deduction, equal to the agency shop fee described above to a non-religious, non-labor, charitable fund chosen by the employee from among the following charities:
- c. Provide proof of such payments to the Union.

The Union shall provide the City Manager with a copy of the Union agency fee procedure and each revision thereof, and shall provide notice of said procedure to bargaining unit employees as required by all applicable laws. Failure by an employee to invoke the said procedure within one (1) month after actual notice shall be a waiver by the employee of his/her right to contest the amount of the agency fee, unless otherwise required by the law.

Annually, the Union shall provide the City Manager with copies of the financial report required pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to employees, who are members of the union, within sixty (60) days after the end of the fiscal year.

Such dues or Agency Shop fees shall, as a condition of continued employment, be deducted from the Bargaining Unit employee's paycheck on a monthly basis starting the first day of the month following the completion of thirty (30) days of employment

The bargaining unit employee's earnings must be sufficient after required deductions are made to cover the amount of the dues or agency shop fees. When a bargaining unit employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. All required deductions have priority over Union dues and agency shop fees.

The Agency Shop provision may be rescinded in accordance with Government Code Section 3502.5.

The Union shall provide the Town with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payer covered by this Agency Shop Agreement.

The Union shall indemnify, defend, and hold the Town harmless against any and all claims, demands, suits, orders or judgments or other forms of liability that arise out of or by reason of this Agency Shop Agreement, or action taken or not taken by the Town under this Agency Shop Agreement. This includes, but is not limited to, the Town Attorneys' fees and costs.

In no event shall the Town be required to pay from its own funds Union dues, service fees, or charitable contributions, which the Employee was obligated to pay, but failed to pay, regardless of the reasons.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

Pursuant to Municipal Code § 2.52.010(B), the Town has exclusive and inherent management rights with respect to matters of policy, which include among others: the

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exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. Nothing in this Article relieves the Town of its obligation to meet and confer as required by the MMBA.

**ARTICLE 5: LAYOFF AND RE-EMPLOYMENT**

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**Definitions**

A "per diem" employee is an employee who is employed on an intermittent basis who receives no benefits or leaves.

A "temporary" employee is an employee who is employed for a term of less than one year who receives no benefits or leaves.

A "probationary" employee is an employee who has not yet completed the probationary period and who receives benefits and sick leave. Probationary employees are subject to a six-month probationary period that can be extended by mutual agreement of the employee and the Department Head and approved by the City Manager. Probationary employees have no right to continued employment and may be separated from employment at any time during the probationary period or any extension thereof.

A "part-time regular" employee is an employee who has satisfactorily completed the probationary period, and who receives pro-rated leaves and benefits, but whose regularly scheduled work hours are less than 40 hour per work week.

A "regular" employee is an employee who has satisfactorily completed the probationary period, and who receives leaves and benefits and who is regularly scheduled to work 40 hours per work week.

**Layoff.** Whenever the City Manager determines that it is necessary in the interests of economy or because the need for a position no longer exists, the Town may abolish any position(s) in any of the three Units covered by this MOU. The Town's decision to abolish a position shall not be subject to either the duty to meet and confer or the grievance procedure contained in this MOU. Upon request, the Union shall be afforded an opportunity to meet and confer with the Town to discuss any impacts of the Town's decision to layoff.

**Seniority.** For the limited purposes of this article, "seniority" means all hours in paid status, including holiday, vacation, or other paid leave, but does not include time spent on standby or any hours compensated at an overtime rate or on unpaid leave time. Time spent on unpaid military leave will be treated in the manner required by law. No seniority

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credit shall be earned during periods of separation from service with the Town, including suspension without pay as a result of disciplinary action or during unpaid leave of absence.

**Order of Layoff**

Employees shall be laid off in the following order:

1. All per diem employees.
2. All temporary employees.
3. All probationary employees.
4. All part-time regular employees.
5. All full-time regular employees.

Layoffs will be made in reverse order of seniority within each category described above. The employees with the least seniority in a classification shall be laid off first, with ensuing layoffs occurring in reverse order of seniority in the classification. Then, as between those two employees, the layoff will be based on total seniority with the Town. If total seniority with the Town is the same, then, as between those two employees, the layoff will be determined by a lottery.

**Notification of Layoff.** Employees subject to layoff will be given at least 30 days written notice of the layoff from the Town. The layoff notice shall contain a statement of the effective date of layoff. For full-time regular employees, the notice shall also contain a statement of "bumping rights", including the specific positions into which the employee may bump, and a statement of re-employment rights. The Town will give notice of layoff to employees by personal service or by certified mail, and to the Union by regular mail.

**Bumping Rights of Full-time Regular Employees**

A full-time regular employee who is designated for layoff may elect, in lieu of layoff, to be reassigned to a position in a lateral or lower, related classification within his/her department, provided that in order to displace the employee with less seniority, the employee noticed for layoff must have held regular status in the classification into which he/she is bumping.

Employees who choose to bump into a position in a lateral or lower, related classification must accept the salary, hours and working conditions of that position.

An employee requesting to bump into a classification must make such request to the City Manager in writing within 14 days after his/her receipt of written notice or layoff. Failure to comply with this deadline waives bumping rights.

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## Re-employment Rights of Full-Time Regular Employees

Only the names and addresses of full-time regular employees who are laid off have the right to be placed on a re-employment list in inverse order of seniority for a period of two years from the date of layoff. The employee with the greatest seniority on the re-employment list shall be offered reinstatement when a vacancy occurs in a classification in which the employee held regular status, or for which the employee meets the minimum qualifications.

A laid off employee may refuse an offer of re-employment to a position for which he/she is qualified, however, refusal of one offer of re-employment to the classification from which laid off shall cause removal of the employee's name from the re-employment list and loss of any re-employment rights.

Any employee who accepts an offer of re-employment will be removed from the re-employment list.

An employee who has been laid off and has been placed on a re-employment list shall be eligible, during the time the employee is on the re-employment list, to take promotional exams.

Offers of re-employment shall be made via certified mail to the address listed on the re-employment list with a copy to the Union via regular mail, and shall include the specific position and/or hours being offered, the rate of pay, level of benefits, a current job description, and a place for the laid off employee's signature. Failure to deliver the signed employment offer to the Town within ten days from the date of service of offer of re-employment shall be deemed a refusal of that offer of re-employment. "Date of service" is defined as the date marked on the certified mail return card, or the date the notice is returned by the postal service as undeliverable.

### Miscellaneous Provisions Regarding Article 4 Layoff and Reinstatement

Regular full-time employees appointed from a re-employment eligibility list shall have accrued sick leave and seniority restored. No laid off employee accrues benefits or seniority while on a lay off status. The fact that laid off employees do not accrue Town benefits or seniority while on layoff status, however, does not undermine whatever eligibility they may have for benefits under federal or state mandates.

## ARTICLE 6: WAGES, STANDBY AND CALL BACK PAY

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### Wages

Wages will be increased at the beginning of the pay periods immediately following the dates listed below, as follows:

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July 1, 2008. The Town will implement the 70<sup>th</sup> percentile pay range of comparator positions with comparator agencies for all positions covered by this MOU. Those agencies shall be as follows: ~~Menlo Park, Hillsborough, Millbrae, San Carlos, Los Gatos, Belmont, Brisbane, San Bruno, Los Altos, Woodside, and Saratoga.~~ For purposes of the 70<sup>th</sup> percentile calculation, the top and bottom salaries in the ranking of comparator positions in the comparator agencies shall be eliminated. The 70th percentile shall be calculated for salary and Public Employees Retirement System (PERS) contribution. The 70<sup>th</sup> percentile shall be calculated using the salaries in effect for comparator positions as of July 1, 2009. Appendix C to this MOU states the salary ranges to be utilized.

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### Wages - Progression within Steps

- A. Employees may progress from Step A to Step B six (6) months after their hire date or date of entry into the job classification, provided they have received a satisfactory performance evaluation conducted by the Town. Employees may progress from Step B to Step C twelve (12) months after the date of entry into Step B provided they have received a satisfactory performance evaluation conducted by the Town. Employees may progress from Step C to Step D on the anniversary date following their entry into Step C. Progression between Steps is not automatic, but is based upon such factors as experience, certifications, etc., and a satisfactory performance evaluation conducted by the Town.
- B. Changes between ranges and/or steps shall be made at the beginning of the pay period immediately following the above dates.

Deleted: July 1, 2006 and July 1, 2007, the Town will implement the 70<sup>th</sup> percentile pay range of comparator positions with comparator agencies for all positions covered by this MOU, as specified above, using data available as of July 1, 2006 and July 1, 2007, respectively.¶

### Working in a Higher Classification

Upon specific assignments by the Department Head or his/her designated representative, an employee may be required to perform duties of a higher classification. Such assignments shall be made only to existing authorized positions which are not actively occupied due to the temporary absence of the regularly appointed employee. Such assignments shall not be made to vacant positions except in accordance with the rules pertaining to temporary appointments.

Employees specifically assigned to duties of a higher classification shall be compensated at the rate of 5% over their regular rate of pay; however, the employee shall not receive any additional compensation unless the assignment is for over 8 hours in a higher class in a work week. In the event such assignment is for such period of time specified, the employee shall be compensated at the appropriate rate retroactive to the first workday of the assignment and thereafter. Higher classification compensation of 5% over an employee's regular rate of pay for working over 8 hours in a higher class in a work week shall be effective as of the effective date of this MOU.

### Standby Assignment and Pay

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An employee on standby will receive \$2.00 for each hour spent standing by for call backs after hours on work days (Monday through Friday) and \$60.00 per day for standing by for call backs on Saturday, Sunday, or Town Holidays. Call back pay will be at a minimum of 3 hours. The effective date for the implementation of these amounts shall be the effective date of this MOU. The Town retains the sole discretion to discontinue the standby program at any time thereafter if the Town determines, after meeting with the Union and considering the Union's position, that the program does not meet its needs. The parties agree that standby time is not considered to be compensable work time under the Fair Labor Standards Act.

Employees who are on standby assignment are subject to the Public Works Department Standby Rules that are attached to this MOU as Appendix B. Although the Public Works Department Standby Rules are not a part of this MOU, the Town has met and conferred with the Union and the Union has agreed that these rules will become effective with the implementation of the MOU.

Employees on standby assignment agree to do the following:

1. Request mileage reimbursement for call back responses performed in non-Town vehicles within one month after mileage costs are incurred.
2. Accept \$2.00 for each hour spent standing by for call backs after hours on work days (Monday through Friday) and \$60.00 a day for standing by waiting for call backs on Saturday, Sunday, or Town Holidays. The parties agree that standby time is not considered to be compensable work time for purposes of the Fair Labor Standards Act.

**Call Back Pay.** Any employee who is called back to work by the Town for emergency work after completion of his or her regularly-scheduled work day shall receive a minimum of three hours pay at the overtime rate specified in Article 6B. This call back pay is in addition to Holiday pay, if applicable.

## ARTICLE 7: HOURS AND OVERTIME

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### A. Hours of Work:

**Work Week.** The work week shall consist of 40 hours of work or time spent in any paid leave status except sick leave within a regularly recurring period of seven consecutive days. Unless the employee is on a flexible schedule to which the employee and the Town have otherwise agreed and that the City Manager has approved, the work week begins Sunday midnight and ends Saturday at 11:59 p.m. An employee who has a 9/80 or other flexible schedule will acknowledge the start of his or her workweek in writing. This written acknowledgment will be kept in the employee's personnel file.

**Work Day.** The regular work day for all employees who work in the Town Hall is 8:00 a.m. to 5:00 p.m. The regular work day for Public Works field employees in the classifications of Public Works Supervisor and Public Works Maintenance Worker I and II may be a 9/80 schedule that will begin at 7:30 a.m. and continue for eight or nine hours

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thereafter as provided in the 9/80 schedule. Employees not otherwise mentioned in this paragraph will retain their current reporting and quitting times, except that an employee may request or a Department Head may assign a flexible schedule, such as a 9/80 schedule, which will be subject to approval by the City Manager. The City Manager will not approve any flexible schedule that includes more than 40 hours of work or time spent in any paid leave status (except sick leave) within a work week.

**Part-time Employees.** Employees who work less than the work week defined above are part-time and work hours that are scheduled by the appropriate Department Head.

**Lunch Periods.** All employees shall be assigned to an unpaid lunch period of not less than 30 minutes nor more than 60 minutes. The lunch period shall be scheduled with the approval of the Department Head.

**Use of Rest Periods.** Employees may use one 15 minute rest break with pay during each four hours of service. Unused rest periods may be added to extend the lunch period to a total of 60 minutes, with prior approval from the Department Head. Unused rest periods may not be used to adjust reporting or quitting time. Rest breaks not used during each four hours of service are forfeited.

**Clothes Changing Time.** Employees who are required to work in uniform agree to arrive at work in uniform or to arrive at work sufficiently ahead of their scheduled work time so that they will be in uniform and ready to work by the beginning of their scheduled work time. Failure to be in uniform and ready to work at the scheduled work time constitutes tardiness and is grounds for discipline. Employees may not use work time to change into or out of uniform.

#### **B. Overtime:**

**"Overtime" Defined.** Overtime is hours actually worked in excess of the employee's regularly-scheduled work day. Time spent in either paid or unpaid leave does not count toward overtime. All overtime must be assigned on a required basis or requested by an employee and approved by a Department Head. Overtime shall be compensated at the rate of 1.5 times the employee's regular rate of pay, or in the form of compensatory time off at the rate of 1.5 hours for each hour worked, at the employee's option, but subject to the compensatory time off accrual caps listed below.

#### **Compensatory Time Off**

A regular or probationary employee may receive compensatory time off for a maximum of 160 hours worked (or 240 earned). Once an employee has reached the maximum accrual, he/she is no longer eligible to receive compensatory time off and shall receive cash at the overtime rate for all overtime worked. The employee may receive compensatory time off again once his or her balance drops below the maximum accrual.

The Town acknowledges that prior to the adoption of this MOU, some employees may have accumulated compensatory time off in excess of the maximum accrual listed above. Such employees must cash out all compensatory time off that exceeds the maximum accrual

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during the month of December at the employee's regular rate at the time. Upon termination, all unused compensatory time off shall be paid off at either the average regular rate the employee received during the last three years of employment, or the final regular rate, whichever is higher.

**ARTICLE 8: UNIFORMS**

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The Town will continue to provide special work clothing as needed, and to repair and replace such clothing as needed, with the approval of the Department Head.

The Town will reimburse employees for their own clothing that has been damaged on the job. The employee must first show the damaged clothing to the employee's supervisor so that the supervisor can determine whether any replacement is necessary and the amount to be expended on the replacement.

On presentation of appropriate receipts, the Town shall reimburse employees who are required by the Town to wear safety shoes/boots for up to \$200 Dollars per year toward the cost of no more than 1 pair of OSHA approved safety shoes/boots per year. Shoe repair is reimbursable under this provision. Shoes/boots purchased under this provision are for the exclusive use of the employee.

**ARTICLE 9: HOLIDAYS**

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**Designated Holidays**

The Town's designated holidays are:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

**Pay for Designated Holidays.** All probationary and regular employees shall be paid a full day's pay at their regular rate for all designated holidays as defined herein.

**Work on Designated Holidays.** Any regular or probationary employee required to complete emergency work on a designated holiday shall be compensated at double and one-half time his or her regular rate.

**Floating Day Off.** All probationary and regular employees receive one floating day off with pay at the beginning of each calendar year. Employees who join the Town mid-year

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will receive a pro-rated portion of the one floating day off. Employees can use the floating day off in accordance with normal vacation time off request procedures.

## ARTICLE 9: VACATIONS

Each regular employee in paid status earns and accrues vacation time during the 12 months following the anniversary date of his or her employment at the rate stated below. An employee earns and accrues this total annual vacation benefit on a biweekly basis.

For regular full-time employees:

Less than three years of service - 10 working days per year;

Three years of service to eight years of service - 15 working days per year; and

Eight years of service and above - 20 working days per year.

For regular part-time employees:

A proportional equivalent based on the assigned number of hours worked per week as compared to those worked by a full-time regular employee.

**Vacation Earning and Accrual Cap.** An employee stops earning and accruing vacation once his/her balance reaches 800 hours. Employees may cash out vacation during the month of November only, at their current rate of pay. Upon separation, all earned and unused vacation pay shall be paid off at the final rate of pay.

**Effect of Probationary Period.** Probationary employees accrue vacation time, but cannot use it until they successfully complete probation or any extension of probation, except with the approval of the City Manager in exceptional circumstances.

**Scheduling.** The Department Head shall determine the vacation schedule considering the needs of the department, the employee's assigned duties, and the employee's desires. Vacation time requested shall not be unreasonably denied. No more than 15 consecutive work days of vacation may be taken at one time, except with City Manager approval.

## ARTICLE 11: LEAVE PROVISIONS

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### A. Sick Leave

#### Accrual Rates

The Town shall provide each regular or probationary employee in paid status with paid sick leave at the rate of 3.69 hours per pay period.

There is no cap on the hours of sick leave accrual.

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## Use of Sick Leave

An employee may only use sick leave that has accrued prior to the current pay period. Sick leave is not cashed out upon separation. Probationary employees can earn and use sick leave.

Sick leave shall be allowed and used in cases of actual personal sickness or disability, medical or dental treatment, or as authorized for other health-related reasons. Up to five days per year of sick leave may be used in cases of actual sickness or disability, medical or dental treatment of members of the employee's immediate family. The City Manager may require an employee who uses sick leave to provide an original doctor's certificate to support the sick leave claimed. An employee who claims sick leave of three consecutive days or more may be required to submit a statement from a physician that the employee is fit to return to work with or without reasonable accommodation.

Unless he or she has submitted a doctor's note stating the length of absence, each employee on sick leave must personally call in each day prior to the beginning of scheduled work hours to his or her immediate supervisor stating the following:

1. Non-detailed nature of illness.
2. Estimated length of absence.
3. Any necessary information about work which needs attention during the employee's absence.

## Award for Non-Use

Provided that the following conditions are met, regular full-time employees may receive two hours of vacation leave on December 31 of any calendar year for every eight hours of sick leave earned but not used during that calendar year:

1. The employee must have completed one year of service by December 31 of the calendar year;
2. The employee must have received a satisfactory overall rating on his/her most recent performance review for work done during that calendar year; and

3. The employee only earns the Award for Non-Use to the extent that the Award does not exceed the vacation accrual cap.

Sick leave is not diminished as a result of an Award for Non-Use.

#### **Long-Term Disability ("LTD")**

Should any covered illness or injury extend beyond 60 days, the Town will insure payment to the employee at 67% of monthly earnings, to a maximum benefit of \$6,000.

During the LTD benefit period, which commences 60 days following the inception of a covered disability, a regular employee may integrate available accrued leaves and LTD benefit in a combined amount not to exceed the full salary which would have been paid had no disability been incurred. An employee does not accrue sick or vacation leave while on long-term disability leave.

#### **B. Leave Without Pay**

Upon request of a regular employee and recommendation of the Department Head, the City Manager may grant a regular employee a leave of absence without pay for good cause shown in cases of personal emergency or when such absences would not be contrary to the best interest of the Town.

Requests for leaves of absence without pay must be written and submitted to the Department Head for review. The Department Head will give his or her recommendation to grant or deny the leave to the City Manager, who may grant a leave of absence without pay for a period not to exceed one year, during which time no benefits and no seniority credit will accrue. Upon expiration of an approved leave, or within five working days after written notice to return to duty, the employee shall be reinstated in the position held at the time the leave was granted. An employee's failure to report promptly at the expiration of a leave, or within five working days after notice to report to duty, may be deemed notice of resignation and/or cause for disciplinary action.

During unpaid leaves of absence, the employee may elect to use accrued vacation time.

#### **C. Jury Duty and Subpoenas**

An employee required to report for jury duty or to answer a subpoena as a witness shall be granted a leave of absence with pay from his/her assigned duties until released by the court, provided the employee remits to the Town all fees received for such duties, other than mileage or subsistence allowances, as soon as the employee receives such fees. The employee must report to work for any portion of the work day that the employee is not required to be absent due to jury duty or to answer a subpoena.

**D. Military Leave**

Military leave of absence shall be granted and compensated in accordance with all applicable laws upon satisfactory proof of the need to report to active duty. Employees must give the City Manager advance notice, to the greatest extent possible, when military duty is scheduled.

**E. Bereavement Leave**

A regular employee shall be allowed paid leave for not more than five working days when absent because a death has occurred in the immediate family. For the purpose of bereavement leave, members of the immediate family include mother, stepmother, father, stepfather, mother-in-law, father-in-law, child, grandmother, grandfather, grandchild of the employee or spouse, brother, stepbrother, sister, stepsister, cohabitant or dependent of the employee. Bereavement Leave because of a death of someone who is not a member of the employee's immediate family is limited to one day per request. Bereavement Leave cannot be accumulated and is not part of the sick leave benefit. Bereavement Leave cannot be used on a Town holiday.

In order to receive bereavement leave, an employee must make a written request to the appropriate Department Head that identifies the relationship of the deceased to employee. The Department Head will forward his or her recommendation regarding the leave to the City Manager for a final decision.

**F. Leave for Pregnancy Disability**

A pregnant employee shall be entitled to an unpaid leave of absence for the duration of disability due to pregnancy to a maximum of four months. The employee may use her accumulated sick or vacation leave for all or part of the leave. The employee's request for Pregnancy Disability Leave must be supported by a physician's statement that sets forth the anticipated duration of the disability.

**G. Family and Medical Act Leave**

Provided that the Town's workforce consists of at least 50 full time employees, leave of absence shall be granted in accordance with the state and federal Family and Medical Leave Acts. The parties agree to meet and confer if compliance with these acts requires modifying any provision in this MOU. The parties acknowledge that the Town may unilaterally develop forms for administering Family and Medical Act Leave.

**H. Rules Applicable to Leave Provisions**

Leaves of absence without pay shall not be counted for purposes of determining seniority.

At the conclusion of an authorized leave of absence, an employee shall be returned to an equivalent position within his/her classification.

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No sick leave, vacation leave, medical or dental insurance benefits accrue during an unpaid leave of absence except for Family and Medical Leave Act Leave, but the employee may elect to continue medical, vision or dental insurance coverage for up to the duration of his/her leave of absence at his/her own expense. For any paid leave of absence, all benefits continue to accrue.

Only accrued sick leave and vacation leave and compensatory time off that has been earned as of the prior pay period is available for the employee's use.

In consultation with the Department Head, the City Manager and his/her designee may designate the specific beginning and ending dates of a leave to meet the needs of the employee and the Town. Failure to return to work at the designated return date will be deemed a resignation.

At the conclusion of a paid or unpaid leave of absence due to any sickness or disability of three days or more, the employee may be required to submit a physician's statement certifying that he/she is medically qualified to resume work as a condition to returning to work.

**I. Short-Term Disability ("STDI")**

Short Term Disability Insurance can only be utilized after an employee has exhausted all of his/her available sick leave. The benefit is an amount equal to 70% of the employee's weekly earnings to a maximum of \$500.00 per week.

**ARTICLE 12: BENEFIT PROGRAMS**

**Insurance**

Effective January 1, 2008, the Town-paid medical premium cap is to increase to reflect 95% of the then-prevailing Blue Shield HMO rate for 3+-party, 2-party and 1-party plans. An employee whose health plan premium exceeds the above stated amounts will be required to pay the difference. In addition, the Town will pay for 95% of the Dental and Vision plan costs.

Effective January 1, 2009, the Town-paid medical premium cap is to reflect 95% of the then-prevailing Blue Shield HMO rate for 3+-party, 2-party and 1-party plans. An employee whose health plan premium exceeds the above stated amounts will be required to pay the difference. In addition, the Town will pay for 95% of the Dental and Vision plan costs.

An employee who elects no medical coverage through the Town will receive \$300 per month, paid quarterly.

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Deleted: Effective January 1, 2006, the Town-paid medical premium cap is to increase to the then-prevailing Blue Shield HMO rate for 3+-party, 2-party and 1-party plans. Employees selecting a health plan whose premium exceeds the above stated amounts will be required to pay the difference. In addition, the Town will pay for 100% of the Dental and Vision plan costs. Effective January 1, 2007, the Town-paid medical premium cap is to increase to the then-prevailing Blue Shield HMO rate for 3+-party, 2-party and 1-party plans. Employees selecting a health plan whose premium exceeds the above stated amounts will be required to pay the difference. In addition, the Town will pay for 100% of the Dental and Vision plan costs.

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The City Manager may contract with different health care insurers/providers, at his sole discretion, during the term of this MOU, so long as any new contract does not reduce the level of benefits.

**Employee Assistance Program.** The Town shall establish a program for psychological counseling to employees and their dependents, with total Town expenditures not to exceed \$3,000, for payment of professional psychological counseling fees. Employee family groups are entitled to attend up to six sessions with the Town sponsored counselors during the term of this agreement when he/she/they determine(s) that psychological counseling is needed to ensure continued good mental health.

**Life Insurance.** The Town will provide all regular employees life/accidental death and dismemberment insurance of \$50,000.

**Educational Reimbursement.**

The Town shall establish a \$1,000 annual educational reimbursement plan. An employee who successfully completes courses that have been approved by the City Manager may receive up to \$400 reimbursement for each fiscal year of the term of this MOU until the funds are depleted. At the end of the calendar year, any unused amount in the plan shall be distributed to participants in the plan during that year on an equal basis provided that such additional payments to participants shall be based on actual expenditures incurred by the participants.

**Building Inspector and Notary Public License.**

Employees who are assigned to perform the duties of Building Inspector and who have permission to take the examination(s) for certificates issued by the International Conference of Building Officials, the International Association of Electrical Inspectors, or the International Association of Plumbing and Mechanical Officials, will receive a 100% reimbursement of the examination fee or certificate renewal fee. Employees in any classification who have permission to take the Notary Public License examination will receive a 100% reimbursement of the examination fee or certificate renewal fee. Reimbursement will be made only upon submission of proof of either successful completion of the examination(s) or payment of the renewal fee(s).

Employees who are required by State or Federal agencies or by job description to be licensed or certificated in order to perform Town job duties shall be reimbursed for the fees for such license or certificate, including other DMV licenses above Class "C".

**Use of Private Automobile — Mileage Reimbursement.**

The City Manager authorizes monthly vehicle allowance as follows: \$300 for those in the classification of Building Inspector/Plan Checker, and effective February 1, 2006, \$425 for those in the classification of Senior Building Inspector/Plan Checker. The purpose of the allowance is to compensate persons employed in this classification for having his/her private automobile available for use or for actually using his/her private automobile in the performance of the duties of his/her employment with the Town. All other employees who sporadically use their private vehicle in the performance of Town duties (excluding normal home to work commuting) will receive a mileage reimbursement for actual miles driven and

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reported at the current IRS rate. At its discretion, the Town may choose to provide an automobile in lieu of the allowance.

**ARTICLE 13: RETIREMENT**

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Beginning on July 1, 1999, the Town will provide the PERS 2% at 55 retirement program and pay the full 7% PERS employee contribution. The Town will provide for unused sick leave to be credited toward PERS service time at retirement.

This MOU may be reopened upon written request of either party to discuss a modified retirement program. During the reopener, the parties may discuss but not be limited to, opening the following Articles of the MOU: Article 5, Article 11, Article 12 and Article 21. Exercising of the reopener does not guarantee that agreement will be reached on a modified retirement formula.

**ARTICLE 14: EMPLOYEE RECOGNITION PROGRAM**

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The Town will form a joint management and labor committee to establish a recognition program.

**ARTICLE 15: GRIEVANCE PROCEDURE**

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**A. Definition**

Except as stated otherwise in this MOU, a grievance is any dispute between the Town and an employee regarding the interpretation or application of this MOU. A grievance may be filed by an employee on his/her own behalf, or by the Union.

**B. Grievance Steps**

Step 1. An employee must present the grievance in writing to the Department Head within 15 days following the event upon which the grievance is based.

The written grievance shall contain a complete statement of the alleged facts upon which the grievance is based, the remedy requested, and the sections of the MOU claimed to have been violated. The grievance shall be signed and dated by the employee. The Department Head may refer the grievance to the appropriate supervisor for investigation, if necessary. The Department Head, or appropriate supervisor to whom the grievance has been referred, will arrange a meeting in an attempt to resolve the grievance. The Department Head, or his/her designated representative, will give a written decision to the employee within 15 days following the receipt of the grievance.

Step 2. If the employee desires to appeal the grievance to Step 2, the employee must present a written appeal to the City Manager within 15 days following receipt of the written decision of Step 1.

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Within 15 days after the receipt of the appeal to Step 2, the City Manager shall hold a meeting with the employee, the Union representative, and the appropriate supervisor to discuss the matter. A written decision shall be given to the employee within 30 days following the meeting.

**Step 3.** If the grievance has been properly processed through the previous steps of the procedure and is not resolved, the employee may present the grievance to an Advisory Arbitrator for a proposed decision. The employee or the Union representative shall notify the City Manager of the request to present the grievance to an Advisory Arbitrator, in writing, within 15 days following the receipt of the written answer at Step 2.

The Advisory Arbitrator shall be selected from a list of five available arbitrators provided by the State Mediation and Conciliation Service. The parties shall alternate striking names from the list until only one arbitrator remains.

The Advisory Arbitrator shall hold a hearing on the issue or issues submitted, or as determined by the Advisory Arbitrator, if the parties have not mutually agreed upon the issue or issues. Every effort will be made to schedule the hearing within 45 days after the selection date of the Advisory Arbitrator. Each party will prepare a statement of the issue or issues, as well as a position statement thereon, and submit such to the Advisory Arbitrator and other party at least five days prior to the hearing.

The hearing shall be informal. Hearsay evidence is admissible, but hearsay alone will not support an allegation. Witnesses shall be sworn, testimony given under oath, and documentary evidence will be received as appropriate. A complete stenographic record of the proceedings will be made.

The Advisory Arbitrator should render his/her proposed decision in writing within 60 days after the conclusion of the hearing. The Advisory Arbitrator's proposed decision shall be sent to the City Manager and the employee. The Advisory Arbitrator has jurisdiction only to render a proposed decision. The Advisory Arbitrator's proposed decision is not final and binding.

Each party shall bear its own respective attorneys' fees and costs. The fees of the Advisory Arbitrator, as well as the cost of the stenographic record of the hearing, shall be equally divided between and paid by the Town and Union.

**Step 4.** The City Manager has 15 days after receiving the Advisory Arbitrator's proposed decision to either adopt the proposed decision as the Town's final decision, or to refer the matter to the City Council. In the latter case, the City Manager shall present the Advisory Arbitrator's proposed decision to the City Council for its consideration and final decision at its next regular session. The City Council shall render, in closed session, if appropriate, a final decision by adopting, rejecting or modifying the proposed decision of the Advisory Arbitrator.

### C. General Provisions

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Grievances may only be processed during normally scheduled non-overtime working hours. The Union agrees that the time spent by its designated Union representative shall be kept to a reasonable minimum and that no Union representative shall be entitled to any additional compensation or premium pay for any time spent in processing grievances outside such representative's regularly scheduled hours.

All time limits herein refer to calendar days. Any of the time limits specified in Steps 1-4 may be extended by written mutual agreement of the parties.

Copies of the resolution of all grievances, including the grievance, shall be sent to the Union.

**ARTICLE 16: DISCIPLINARY ACTION**

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Although verbal or written reprimands shall not be subject to appeal through the Article 14 Grievance Procedure, regular employees may appeal other disciplinary actions beginning at Step 3 of the Grievance Procedure. Probationary employees have no right to either pre-disciplinary procedures or post-disciplinary appeal procedures.

**ARTICLE 17: FULL UNDERSTANDING, MODIFICATION AND WAIVER**

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This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing MOU's, understandings, or agreements that conflict with the matters set forth herein, whether formal or informal are hereby superceded and terminated in their entirety. Existing policies, rules, ordinances and resolutions that do not conflict with the matters set forth herein remain in effect.

During the term of this MOU, the parties shall meet and confer at the request of either party pertaining to matters that are not covered herein and within the scope of representation.

Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter addressed in this MOU. It is the intent of the parties that this MOU be administered and observed in good faith.

**ARTICLE 18: NON DISCRIMINATION**

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The parties agree that they, and each of them, shall not discriminate against any employee because of race, religion, national origin, political affiliation, age, disability, sex, sexual orientation, union membership or lack of union membership.

**ARTICLE 19: SEPARABILITY**

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Notwithstanding any other provision in this MOU, in the event any article, or subsection thereof, of this MOU shall be declared invalid by any court of competent jurisdiction, or by any applicable state or federal law or regulation, or should a decision by any court of competent jurisdiction or any applicable state or federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the Town,

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~~2008-2009 MOU~~

the parties agree to meet and confer on the article or subsections thereof affected. In such an event, all other provisions of this MOU not affected shall continue in full force and effect.

**ARTICLE 20: FITNESS FOR DUTY**

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The parties agree that the provisions of this MOU are to be interpreted and applied by both parties in a manner that is consistent with the state and federal laws that prohibit discrimination against those with disabilities. The Town shall have the right to request an employee to undergo a physical or mental fitness for duty examination when the City Manager concludes that an employee's health has had, or in reasonable probability will have an impact upon the employee's job performance or the health or safety of other employees. The examination will be designed to determine the employee's ability to safely perform the essential functions of the job.

**ARTICLE 21: TERM**

The term of this MOU shall be July 1, 2008 through June 30, 2009.

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In 2007, the Town will study the following classifications, looking at job duties and salary: Arborist; Office Specialist, and P.W. Supervisor. Following completion of the study the parties will meet and confer over the results.

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Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

TOWN OF ATHERTON TEAMSTERS LOCAL 856

\_\_\_\_\_  
Mayor Union Representative

Approved as to Form:

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

Adopted by the City Council on January 18, 2006

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**APPENDIX A**

Units shall be comprised of individuals employed in the following classifications.

THE UNITS

PUBLIC WORKS-PARKS EMPLOYEES UNIT

Public Works Maintenance Worker I / Parks/Facilities Maintenance Worker I  
Public Works Maintenance Worker II / Parks/Facilities Maintenance Worker II

Town Arborist/Public Works Specialist

Assistant Engineer

MISCELLANEOUS EMPLOYEES UNIT

Office Specialist

Building Inspector/Plan Checker

Public Services Assistant

SUPERVISOR/CONFIDENTIAL UNIT

SUPERVISOR

Park Supervisor\*\*  
Public Works Supervisor  
Senior Building Inspector/Plan Checker\*\*\*

CONFIDENTIAL

Finance Assistant

\*Titles listed separately for clarification. Formerly listed as Public Works Maintenance Worker.

\*\*Title listed separately for clarification. Formerly listed as Public Works Supervisor.

\*\*\*Approved by City Council on February 19, 2003.

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## APPENDIX B

### PUBLIC WORKS DEPARTMENT STANDBY ASSIGNMENT RULES

All employees who have been employed in the Public Works Department for at least one year are required to participate in the standby program that is referenced in the Memorandum of Understanding between Local Union No. 856 and the Town of Atherton. Other employees who meet the qualifications as may be established by the Public Works Director may also participate. An employee on standby agrees to:

1. Review and approve his or her assignment on the yearly standby assignment schedule that is posted in the Public Works Department. Standby assignments are for one-week periods and include all hours when the Town is not open for business (except during lunch hours on workdays).
2. Keep the Town's cellular phone, beeper, storm drainage maps, and telephone numbers of the Atherton Police Department Watch Commander with him or her at all times during standby assignment. Protect the cellular phone from loss or damage. Return the cellular phone to the Public Works Director at the end of the standby assignment.
3. Respond to all call backs that occur during scheduled standby time unless he/she has previously notified the Public Works Director of the name of another employee who meets the qualifications and who has agreed to respond. The employee who seeks a substitute is responsible for ensuring that the substitute employee has the standby equipment listed in Item 2 above.
4. Respond to a page or cellular phone call promptly and without delay after being paged or called. Respond to the call back location within 30 minutes after answering a page or call back to service.
5. Do not consume alcohol or drugs during standby assignment that may impair his/her ability to perform call back duties.
6. Acquire as much information as possible regarding a call back before responding. Use good judgment in determining the need to call out to employees to assist with a call back. Log all information regarding each call back on appropriate forms.
7. Make safety the highest priority and inform the Public Works Director of any major incident that results in the loss of life, injury or property loss.

The Fair Labor Standards Act (29 U.S.C. Section 201 and following) requires that a covered employee receive overtime compensation at the rate of one and one-half times the employee's regular rate of pay for each hour worked over forty (40) in the employee's designated workweek. The Fair Labor Standards Act regulations require employers to keep a record of the particular workweek designated for each employee. (29 C.F.R. Section 516.2(a)(5).) The Fair Labor Standards Act workweek designated for \_\_\_\_\_ [employee name] shall be the seven consecutive day period that begins on \_\_\_\_\_ [day of the week and time] and ends on \_\_\_\_\_ [day of the week and time].

Acknowledged: \_\_\_\_\_ [employee signature]

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**APPENDIX C**

**Fiscal Year 2008-2009**

**Salary Ranges (70<sup>th</sup> Percentile)**

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Position	Step A	Step B	Step C	Step D
Assistant Engineer*				
Building Inspector/Plan Checker				
Finance Assistant				
Office Specialist				
Park Supervisor**				
Public Services Assistant				
Public Works Maintenance Worker I/ Parks/Facilities Maintenance Worker I				
Public Works Maintenance Worker II/ Parks/Facilities Maintenance Worker II				
Public Works Supervisor				
Senior Building Inspector/Plan Checker***				
Town Arborist/Public Works Specialist				

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\*Limited term position approved by Council on January 16, 2002.

\*\*Salary range same as Public Works Supervisor. Position previously was not delineated separately and was listed as same title as Public Works Supervisor.

\*\*\*Approved by City Council on February 19, 2003.

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## APPENDIX C

Fiscal Year 2008-2009

### Salary Ranges (70<sup>th</sup> Percentile)

Position	Step A	Step B	Step C	Step D
Assistant Engineer*	6204.48	6514.70	6840.44	7182.46
Building Inspector/Plan Checker	5869.78	6163.27	6471.43	6765.00
Finance Assistant	4731.14	4967.69	5216.08	5476.88
Office Specialist	4402.85	4623.00	4854.15	5096.85
Park Supervisor**	6266.77	6580.10	6909.11	7254.56
Office Assistant (was Public Services Assistant)	3747.73	3935.11	4131.87	4338.46
Permit Technician	4887.00	5131.35	5387.35	5657.31
Public Works Maintenance Worker I/ Parks/Facilities Maintenance Worker I	3917.09	4112.94	4318.59	4534.52
Public Works Maintenance Worker II/ Parks/Facilities Maintenance Worker II	4308.80	4524.24	4750.45	4987.97
Public Works Supervisor	6266.77	6580.10	6909.11	7254.56
Senior Building Inspector/Plan Checker***	6163.27	6471.43	6795.00	7134.75
Town Arborist/Public Works Specialist	5869.78	6163.27	6471.43	6795.00

\*Limited term position approved by Council on January 16, 2002.

\*\*Salary range same as Public Works Supervisor. Position previously was not delineated separately and was listed as same title as Public Works Supervisor.



## Town of Atherton

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JERRY GRUBER, CITY MANAGER**

**DATE: FOR THE CITY COUNCIL MEETING OF DECEMBER 17, 2008**

**SUBJECT: ADOPTION OF RESOLUTION 08-xx - A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON ADOPTING SALARIES AND FOR MANAGEMENT STAFF FOR FISCAL YEAR 2008-09**

### **RECOMMENDATION**

Adopt Resolution 08-XX – A Resolution of the City Council of the Town of Atherton Adopting Salaries and Benefits for Management Staff for Fiscal Year 2008-09

### **INTRODUCTION:**

Resolution 05-47 – A Resolution of the City Council of the Town of Atherton Adopting Salaries and Benefits for Management Staff for Fiscal Year 2007-08 covered the period of July 1, 2005 through June 30, 2008. The Town's management negotiating team has met with mid management representatives regarding reaching a new agreement.

Resolution 08-XX reflects the proposed agreement which has been reached between the negotiators on behalf of the Town and mid management. Resolution 08-XX, if adopted by Council, would be effective July 1, 2008 through June 30, 2009.

The proposed agreement has been reviewed by mid management, the City Attorney, Town's labor relations counsel, Finance Director, Assistant City Manager, and City Manager.

**ANALYSIS:**

*Salary:*

Adoption of Resolution 08-XX would implement salary adjustments for Mid Management Employees, effective July 1, 2008, representing an average annual increase for Fiscal Year 2008-09 of 5.05%. The salary adjustment represents the 70<sup>th</sup> percentile pay range of comparator positions with comparator agencies for Mid Management positions for salary and Public Employees Retirement System (PERS) contribution, using the salaries in effect for comparator positions as of July 1, 2008 (with the removal of the top and bottom salaries in the array for calculation purposes).

**FISCAL IMPACT:**

The fiscal impact for FY 2008-2009 represents a 5.05% increase in salary effective July 1, 2008 for Mid Management Employees. These adjustments to salaries represent a total dollar cost of \$53,399.

RESOLUTION NO. 08-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
ADOPTING SALARIES AND BENEFITS FOR MANAGEMENT STAFF  
FOR FISCAL YEAR 2008-09**

The City Council of the Town of Atherton hereby resolves as follows:

**WHEREAS**, the City Council has determined that it is in the best interests of the Town to bring uniformity to the salaries and benefits of Management employees in the form of a resolution, and

**WHEREAS**, Attachment A to this Resolution specifies terms and conditions of employment for Management employees for the Fiscal Year 2008-09.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the Town of Atherton that the salaries and benefits of the Management Employees of the Town of Atherton shall be as stated in Attachment A.

\* \* \* \* \*

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 17<sup>th</sup> day of December 2008, by the following vote.*

AYES: 5 Councilmembers:  
NOES: 0 Councilmembers:  
ABSENT: 0 Councilmembers:  
ABSTAIN: 0 Councilmembers:

\_\_\_\_\_  
Jim Janz, Mayor  
Town of Atherton

ATTEST:

\_\_\_\_\_  
Kathi Hamilton, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Marc Hynes, City Attorney

## ATTACHMENT A

The purpose of this Management Resolution is to provide salary and benefit information for Management Employees of the Town of Atherton in one document rather than in multiple, individual agreements with various employees.

1. **TERM:** The term of this Resolution is July 1, 2008 through June 30, 2009 (Fiscal Year 2008-09).
2. **COVERED CLASSIFICATIONS:**

Assistant Finance Director	Planning Administrator/Building Official
Assistant City Manager	Police Chief
Associate Engineer*	Police Lieutenant
City Clerk	Public Works Director
Finance Director	Public Works Superintendent
Park Program Manager	

\* Position not filled FY 2008-09

3. **SALARY:** The Atherton City Council recognizes the importance of maintaining a competitive salary and benefit package for its management employees. In order for this to be possible, it is necessary to establish a list of those municipalities that should be used as benchmark agencies. The following agencies are hereby used as a benchmark for management employees' salaries and benefits: Menlo Park, Hillsborough, Millbrae, San Carlos, Los Gatos, Belmont, Brisbane, San Bruno, Los Altos, Woodside, and Saratoga, with the exception of the Police Lieutenant position, which shall be benchmarked against those agencies utilized as benchmarks in the Atherton Police Officers Association Memorandum of Understanding (MOU).

For the term of this Resolution, July 1, 2008 through June 30, 2009, the City Council authorizes compensation of management employees at the 70<sup>th</sup> percentile for salary and Public Employees Retirement System (PERS) contribution as compared to like positions with the benchmark agencies. The salary ranges for this Resolution are as shown in Exhibit "A" – Town of Atherton Management Salary Schedule - Fiscal Year 2008-09. Any 70<sup>th</sup> percentile calculation made pursuant to this Resolution shall have the highest and lowest salaries in the survey array removed.

Due to the unique duties of the Park Program Manager position and the inability to locate comparator positions, the salary for this position will not be set at the 70<sup>th</sup> percentile as

described above. Instead, the salary for the Park Program Administrator position will be set at 1% above the Public Works Supervisor position for each Fiscal Year covered by this Resolution, in order to maintain internal equity. In order to establish internal equity for the position of City Clerk, the salary range shall match that of the Assistant Finance Director for each Fiscal Year covered by this Resolution.

4. **OVERTIME:** All management employees are exempt from overtime compensation in accordance with the provisions of the Fair Labor Standards Act. No management employee is entitled to receive overtime compensation.

5. **HOLIDAYS:** The following holidays will be observed by all Management employees:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veterans' Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving Day
December 25	Christmas Day

In addition, a personal holiday on a date to be determined by the employee subject to the approval of the City Manager. This holiday will be credited to the employee each January.

If any of the holidays falls on a Saturday, the Friday preceding shall be observed as the holiday. If the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

6. **VACATION LEAVE:** Except as limited by this section, all Management employees shall accrue Vacation Leave at the following rates:

Less than three years of service – 80 hours per year.

Three years of service to eight years of service – 120 hours per year.

Eight years of service and above – 160 hours per year.

For purposes of this resolution, "years of service" shall include full-time employment with the Town of Atherton, plus full-time service with other public or private agencies prior to Town employment. Full-time years of service with other agencies shall be credited on a two-for-one basis as follows: credit for one year of service for every two years of service outside the Town. Partial years shall not be rounded up to the next year. Employees covered by this

provision include all current Management employees and all Management employees hired during the term of this Management Resolution.

The maximum vacation accrual is 800 hours. Vacation accrual in excess of the maximum allowed will be liquidated by monetary payment during the month of November. Those employees with vacation balances in excess of the maximum accrual stated herein at the time this Resolution is adopted, are required to meet with the City Manager to arrange a schedule for liquidation or use of the excess time.

7. **ADMINISTRATIVE LEAVE:** In recognition of the hours required to accomplish the requirements of each Management position, including attendance at numerous meetings outside normal working hours, each Management employee shall be granted forty (40) hours of Administrative Leave per fiscal year. Management employees may accumulate a maximum of 60 hours of Administrative Leave. No cash out of Administrative Leave shall be allowed. Administrative Leave shall accrue at the rate of 1.53 hours per pay period. Managers employed by the Town as of the adoption of this Resolution shall be credited with a pro-rata share of Administrative Leave hours applicable from July 1, 2005 to the present time.
8. **SICK LEAVE:** The Town shall provide each Management employee in paid status with paid sick leave at the rate of 3.69 hours per pay period. There is no cap on the hours of sick leave accrual.

An employee may only use sick leave that has accrued prior to the current pay period. Sick leave is not cashed out upon separation. Probationary employees can earn and use sick leave.

Sick Leave shall be allowed and used in cases of actual personal sickness or disability, medical or dental treatment, or as authorized for other health-related reasons. Up to six (6) days per year of sick leave may be used in cases of actual sickness or disability, medical or dental treatment of members of the employee's immediate family, or as otherwise provided by law. The City Manager may require an employee who uses sick leave to provide an original doctor's certificate to support the sick leave claimed. An employee who claims sick leave of three consecutive days or more may be required to submit a statement from a physician that the employee is fit to return to work with or without reasonable accommodation.

Unless he or she has submitted a doctor's note stating the length of absence, each employee on sick leave shall personally call in each day prior to the beginning of scheduled work hours to his or her immediate supervisor stating the following:

1. Non-detailed nature of the illness;
2. Estimated length of absence; and

3. Any necessary information about work which needs attention during the employee's absence.

### **Award for Non-Use**

Provided that the following conditions are met, regular full-time employees may receive two hours of vacation leave on December 31 of any calendar year for every eight hours of sick leave earned but not used during that calendar year:

1. The employee must have completed one year of service by December 31 of the calendar year;
2. The employee must have received a satisfactory overall rating on his/her most recent performance review for work done during that calendar year; and
3. The employee only earns the Award for Non-Use to the extent that the Award does not exceed the vacation accrual cap.

Sick leave is not diminished as a result of an Award for Non-Use.

9. **BEREAVEMENT LEAVE:** Management employees shall be allowed paid leave for not more than five working days when absent because a death has occurred in his/her immediate family. For the purpose of bereavement leave, members of the immediate family include mother, stepmother, father, stepfather, mother-in-law, father-in-law, child, grandparent, grandchild of the employee, or spouse, brother, stepbrother, sister, stepsister, cohabitant or dependent of the employee. Bereavement Leave because of a death of someone who is not a member of the employee's immediate family is limited to one day per request. Bereavement Leave cannot be accumulated and is not part of the sick leave benefit. Bereavement Leave cannot be used on a Town holiday.

In order to receive Bereavement Leave, a Management employee must make a written request to the City Manager that identifies the relationship of the deceased to the employee.

10. **MILITARY LEAVE:** Military leave of absence shall be granted and compensated in accordance with all applicable laws upon satisfactory proof of the need to report to active duty. Management employees must give the City Manager advance notice, to the greatest extent possible, when military duty is scheduled.
11. **LEAVE FOR PREGNANCY DISABILITY:** A pregnant Management employee shall be entitled to an unpaid leave of absence for the duration of disability due to pregnancy to a maximum of four months. The employee may use her accumulated sick or vacation leave for all or part of the leave. The employee's request for Pregnancy Disability Leave must be supported by a physician's statement that sets forth the anticipated duration of the disability.

**12. FAMILY AND MEDICAL ACT LEAVE:** Provided that the Town's workforce consists of at least 50 full-time employees, leave of absence shall be granted in accordance with the State and Federal Family and Medical Leave Acts.

**13. JURY DUTY:** A Management employee required to report for jury duty or to answer a subpoena as a witness shall be granted a leave of absence with pay from his/her assigned duties until released by the court, provided the employee remits to the Town all fees received for such duties, other than mileage or subsistence allowances, as soon as the employee receives such fees. The employee must report to work for any portion of the work day that the employee is not required to be absent due to jury duty or to answer a subpoena.

**14. LEAVE WITHOUT PAY:** Upon the written request of a management employee and recommendation of the Department Head (if applicable), the City Manager may grant a leave of absence without pay for good cause shown in cases of personal emergency or when such absences would not be contrary to the best interest of the Town.

The City Manager may grant a leave of absence without pay for a period not to exceed one year, during which time no benefits and no seniority credit will accrue. Upon expiration of an approved leave, or within five working days after written notice to return to duty, the employee shall be reinstated in the position held at the time the leave was granted. An employee's failure to report promptly at the expiration of a leave, or within five working days after notice to report to duty, may be deemed notice of resignation and/or cause for disciplinary action.

During unpaid leaves of absence, the employee may elect to use accrued vacation time.

**15. BENEFITS PROGRAMS:** The following benefits are provided to Management employees. Benefits are not vested and are subject to change or to being discontinued.

**A. HEALTH/DENTAL/VISION INSURANCE:** The Town of Atherton currently contracts with the Public Employees Retirement System for health insurance benefits. The Town will pay the full cost of the health insurance for the employee and his/her family for any health plan currently offered through PERS. Health insurance offered by PERS commences on the first day of the month following employment, and remains in effect for one month after one terminates employment with the Town. The City Manager may contract with different health care insurers/providers, with City Council approval, at the beginning of a calendar year, as long as the new contract does not reduce the level of benefits.

The Town will pay the full cost of the employee's and his/her family dental and vision insurance with insurers/providers as determined by the City Council based upon a recommendation of the City Manager.

**B. LIFE INSURANCE:** The Town will provide management employees with Town-paid life and accidental death and dismemberment insurance policies in the following amounts:

Assistant City Manager	\$150,000
Police Chief, Police Lieutenant:	\$140,000
Finance Director, Planning Administrator/Building Official, Public Works Director:	\$100,000
Assistant Finance Director, City Clerk, Park Program Administrator, Public Works Superintendent:	\$75,000

**C. EMPLOYEE ASSISTANCE PLAN:** The Town will continue its program for psychological counseling to employees and dependents, with total Town expenditures not to exceed \$3,000 in any fiscal year, for payment of professional psychological counseling fees. Employee family groups are entitled to attend up to six sessions each year when he/she/they determine(s) that psychological counseling is needed to ensure continued good mental health.

**D. LONG TERM DISABILITY INSURANCE (LTD):** Coverage for this insurance is 67% of monthly earnings to a maximum of \$6,000.00. This insurance becomes effective the first day of the month following date of employment subject to the terms and provisions contained in the policy. The waiting period following a disability is sixty (60) days. An employee does not accrue sick or vacation leave while on Long Term Disability Leave.

**E. DEFERRED COMPENSATION:** Management employees are eligible to participate in Deferred Compensation Plans offered by the Town.

**F. SHORT TERM DISABILITY INSURANCE (STD):** Short Term Disability Insurance can only be utilized after an employee has exhausted all of his/her available sick leave. The benefit is an amount equal to 70% of the employee's weekly earnings to a maximum of \$500.00 per week.

**G. FLEXIBLE SPENDING PLAN:** Full-time management may enroll in this plan and take advantage of tax benefits as they pertain to medical and dependent care. Employees enroll upon employment and once a year thereafter in the month of January.

**H. PUBLIC EMPLOYEES' RETIREMENT SYSTEM:** All full-time management employees are covered by California's PERS in lieu of Social Security coverage. The

Town pays both the employer's and the employee's portion of PERS under the 2% @55 program for non-sworn management employees and 3% @50 program, as of July 1, 2002, (calculated at single-highest year) for sworn management employees.

**16. PERFORMANCE REVIEWS:** All management employees shall have their performance reviewed at least once prior to the end of the fiscal year in June. These reviews provide a planned and orderly means to evaluate individual performance in the areas of program responsibility, management of personnel, accountability, and teamwork with other staff members.

**17. AUTOMOBILE PROVISION/MILEAGE REIMBURSEMENT:** The City Council recognizes different needs of management employees regarding automobile use. All management employees will be compensated for mileage at the current Internal Revenue Service rate in the performance of his/her job except for the following positions as provided herein:

- a. Police Chief - Provision of an automobile to take home
- b. Police Lieutenant - Provision of an automobile to take home
- c. Planning Administrator/Building Official - \$300/month
- d. Public Works Director - \$300/month
- e. Public Works Superintendent - Provision of an automobile during work hours

The specific policy for use of Town-owned automobiles will be established by the City Manager.

**18. EDUCATIONAL REIMBURSEMENT:** The Town shall establish a \$2,000 annual educational reimbursement plan for Management employees. A Management employee who successfully completes courses that have been approved by the City Manager may receive up to \$600 reimbursement for each fiscal year of the term of this MOU until the funds are depleted. At the end of the fiscal year, any unused amount in the plan shall be distributed to Management participants in the plan during that year on an equal basis provided that such additional payments to participants shall be based on actual expenditures incurred by the participants.

**19. UNIFORM ALLOWANCE:** The positions of Police Chief and Police Lieutenant shall receive a uniform allowance in the amount of \$675 per fiscal year, payable in equal amounts of \$168.75 on the first payday at the beginning of each quarter. The amount advanced is subject to all withholding taxes, but is not dependent on remaining in service for the entire quarter. Positions covered by this allowance are required to purchase and maintain uniforms in accordance with Atherton Police Department Rules and Regulations.

**20. SAFETY SHOE ALLOWANCE:** The position of Public Works Superintendent shall receive a safety shoe allowance of \$200 per fiscal year. On presentation of appropriate receipts, the Town shall reimburse the Public Works Superintendent for up to \$200 per fiscal

year toward the cost of no more than one pair of OSHA approved safety shoes/boots per year. Shoe repair is reimbursable under this provision. Shoes/boots purchased under this provision are for the exclusive use of the employee.

- 21. FLEXIBLE SCHEDULING:** At the request of the Department Head and following review and approval by the City Manager, a flexible work schedule may be implemented for Management employees covered by this Resolution. The City Manager's evaluation shall give consideration to the needs of the Department/Employee as well as the desire of the City Council to continue to provide all Town services on a schedule that is conducive to providing uninterrupted service to its residents throughout the week.

Each flexible schedule approved shall be evaluated by the City Manager no later than six months following its implementation. The purpose of the evaluation will be to determine if it is in the best interests of the Town of Atherton to continue the flexible schedule, or any modifications to the schedule that would be necessitated by the City Manager's evaluation.

- 22. MILITARY BUY-BACK OF SERVICE CREDIT:** Eligible management employees are able to participate in the Military Buy Back of Service Credit program available through the Public Employees Retirement System (PERS).

- 23.** The provisions of this Management Resolution supercede and terminate any and all prior or existing MOUs, understandings, rules, policies, agreements, resolutions or correspondence, whether formal or informal, regarding the compensation, benefits and terms and conditions of employment, to the extent that those items are inconsistent with the terms of this Management Resolution. Existing MOUs, understandings, rules, policies, agreements, resolutions or correspondence that do not conflict with the matters set forth herein remain in effect.

**TOWN OF ATHERTON  
MANAGEMENT SALARY SCHEDULE  
Fiscal Year 2008-09**

<u>Position</u>	<u>Bottom Step</u>	<u>Top Step</u>
Assistant Finance Director	7993.75	9253.76
Assistant City Manager	11485.49	13295.89
Associate Engineer*	7133.10	8257.45
City Clerk**	7993.75	9253.76
Finance Director	11253.96	13027.86
Park Program Manager	6329.43	7327.11
Planning Administrator/ Building Official	10758.39	12454.18
Police Chief	11644.37	13479.82
Police Lieutenant	9795.77	11339.83
Public Works Director	11513.42	13328.22
Public Works Superintendent	8980.2	10395.70

\* Position not filled FY 2008-09

\*\*The City Clerk position is budgeted for 0.50FTE for FY 2008-09



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

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

**FROM: LOUISE HO, FINANCE OFFICER**

**DATE: FOR THE MEETING OF DECEMBER 17, 2008**

**SUBJECT: ADOPTION OF A RESOLUTION RATIFYING FUNDS IDENTIFIED IN  
RESOLUTION No. 00-13 TO BE TRANSFERRED FROM THE  
GENERAL FUND TO THE FACILITIES CONSTRUCTION FUND FOR  
A REPLACEMENT BUILDING FOR THE BUILDING DEPARTMENT**

### **RECOMMENDATION**

Approve the resolution ratifying funds identified in resolution No. 00-13 to be transferred from the General Fund to the Facilities Construction Fund (Fund 406) for a replacement building for the Building Department.

### **DISCUSSION**

On May 9, 2000, the City Council approved a resolution raising the valuation basis from \$110 per square foot to \$250 per square foot for building permit fees. The additional revenues generated from the increase was to reimburse administrative departments for their costs associated with supporting the building inspection function, to pay for inspection services on projects that take longer than one year to construct, and to pay for the Building Department's portion of a new permanent structure. Based on the analysis of the set aside requirement, it is determined that the amount required to be set aside each year was not consistently followed. From Fiscal Year 2000-01 to Fiscal Year 2007-08, \$1,600,000 should have been set aside for this purpose together with interest earnings. To correct the discrepancy, staff is seeking City Council approval to transfer \$1,805,144 (\$1,600,000 plus \$205,144 interest income accrued at 3%) to the Facilities Construction Fund (Fund 406). The transfer, if approved, will be booked in Fiscal Year 2007-08.

For Fiscal Year 2008-09, staff will be proposing a \$200,000 transfer during the mid-year budget review in February 2009. Any amount transferred to the Fund 406 prior to this resolution will be credited against the FY 2008-09 amount.

**FISCAL IMPACT**

The \$1,805,144 will be an appropriation coming from the General Fund fund balance.

Prepared by:

Approved by:

\_\_\_\_\_  
Louise Ho  
Finance Director

\_\_\_\_\_  
Jerome Gruber  
City Manager

Attachment: Resolution  
Adjustment to Facilities Construction Fund

**RESOLUTION NO. 08-**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
RATIFYING THE TRANSFER OF FUNDS IDENTIFIED IN RESOLUTION NO. 00-13  
FROM THE GENERAL FUND TO A DESIGNATED FUND FOR BUILDING  
REPLACEMENT**

**WHEREAS**, the City Council has previously adopted Resolution No. 00-13 and approved certain amounts of revenues from building fees as funds to be used to provide a replacement building for the Town's Building Department; and

**WHEREAS**, revenues have been received for the years 2000-01 through 2007-08, and it is appropriate they be placed in a fund designated for building replacement as described above;

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

Funds in the amount of \$1,805,144 shall be transferred from the Town's General Fund to Facilities Construction Fund which is a fund designated for replacement of the building which is utilized by the Town's Building Department.

This Resolution shall be effective immediately upon adoption.

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 17th day of December, 2008, by the following vote:*

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

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James R. Janz, MAYOR  
Town of Atherton

ATTEST:

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Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

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Marc G. Hynes, City Attorney

