

**Draft MINUTES
FAIRFAX TOWN COUNCIL
SPECIAL MEETING**

Fairfax Town Hall
Monday, December 14, 2009
6:00 p.m.

CALL TO ORDER

Convene in Open Session

Mayor Tremaine convened the meeting at 6:00 p.m.

Roll Call:

TOWN COUNCIL: Larry Bragman
 Pam Hartwell-Herrero
 John Reed
 Lew Tremaine
 David Weinsoff

STAFF: Michael Rock, Town Manager
 Jim Karpiak, Town Attorney

Mayor Tremaine adjourned the meeting to Closed Session on the following matter:

CONFERENCE WITH LEGAL COUNSEL pursuant to Government Code Section
54956.9(a), PENDING LITIGATION, Marin Superior Court No. CV 086177, Town of Fairfax
v. John and Marlia Berg

Re-Convene in Open Session

Announcement of Closed Session Action

Nobody from the public was present and no announcement was made.

The meeting adjourned at 7:00 p.m.

Respectfully submitted,

Michael Rock
Town Manager

DRAFT Fairfax Town Council Minutes
Regular Meeting
Fairfax Women's Club
Wednesday, December 2, 2009

The regular meeting was preceded by a special meeting closed session regarding pending litigation.

Call to Order/Roll Call:

COUNCILMEMBERS PRESENT: Larry Bragman
Pam Hartwell-Herrero
John Reed
Lew Tremaine
David Weinsoff

STAFF MEMBERS PRESENT: Michael Rock, Town Manager
Jim Moore, Planning Director
Laurie Ireland-Ashley, Finance Director
Jim Karpiak, Town Attorney
Kathy Wilkie, Public Works Director
Mark Lockaby, Building Official
Maria Baird, Community Resources Coordinator

Mayor Tremaine called the meeting to order at 7:30 pm.

Approval of Agenda and Affidavit of Posting

M/S, Hartwell-Herrero/Reed, Motion to approve the agenda and the Affidavit of Posting.

AYES: All

Announcement of Closed Session Action

Mayor Tremaine announced that the Council had received information from the Town Attorney and had given direction on the pending litigation, Fairfax v. John and Marlia Berg and announced that another closed session on the matter might be held later in the month.

Announcements

Mayor Tremaine announced the openings on the General Plan Advisory Committee, the Youth Commission and the Affordable Housing Committee and announced that the January meeting of the Town Council would be held on January 13th rather than January 6th due to the holiday schedule.

Councilmember Weinsoff announced that he and Town Manager Rock, along with Karen Arnold and Michael Pettit of the Pavilion Restoration Committee, had met with Dr. Peters of the Marin Community Foundation to discuss potential funding for the Pavilion.

Open Time for Public Expression

Sierra Salin, Cascade Drive, presented two dollars to each Council member with a request to "do something nice with it" for someone else. Council conferred with Town Attorney Karpiak to make sure it was okay to accept the gifts. Attorney Karpiak responded that accepting the gift was legal and either had to be donated or declared.

Cindy Ross, Lansdale Avenue, stated that she had submitted a letter to Richard Pedemonte, Festival Chairman, regarding a vendor at the Fairfax Festival and ascertained that the Council had received a

copy of her letter.

Glen DelPorto, Oak Manor Drive, announced that, as of the previous day, there were still animals on Patrice Phillips' property that had previously been the subject of an abatement hearing before the Town Council.

Planning Director Moore reported that the property owner had already been notified of the issue and that staff would pursue the matter.

Bruce Ackerman, Valley Road, announced that Fairfax had been selected by the Marin Municipal Water District for a pilot project on water conservation; thanked Pam Hartwell-Herrero for her instrumental efforts to make the project happen; suggested that the Town publicize the program in every way possible; reported that Sustainable Fairfax would be overseeing the project; that the data would be collected every two months when water meters were read; that Fairfax was the ideal community for such a project; and that the alternative to desalination was conservation.

Councilmember Hartwell-Herrero stated that she would report on the project at the next Council meeting.

Mimi Newton, Chair of the Open Space Committee, distributed copies of a letter to the Ross Valley School Board expressing the Committee's opposition to Marin Town and Country Club as a potential site for a new school. She also congratulated the new Council and expressed pride about the possibility that Fairfax had the first Council with a Green Party majority in place.

Ginger Soders-Mason, Kentfield, Director of Pesticide-Free Zone Project, expressed concern that there was only one sign announcing Fairfax as a pesticide-free community and suggested that each park have such a sign.

Interview and appointment of candidate(s) to fill a vacancy on the Volunteer Board for a full 3-year term to September 30, 2012

M/S, Reed/Bragman, Motion to appoint Efren Alba to serve on the Volunteer Board for a full 3-year term to September 30, 2012.

AYES: All

Adoption and presentation of a Resolution of the Town Council of the Town of Fairfax honoring the Sircoff Family as the Apple Familyworks Volunteer Family of the Year

M/S, Bragman/Weinsoff, Motion to adopt the resolution honoring the Sircoff family as the Apple Familyworks Volunteer Family of the Year.

AYES: All

Mayor Tremaine presented the resolution to Anne-Marie, Jonathan and Olivia Sircoff.

Marin Energy Authority Presentation on Power Purchase Agreement, Dawn Weisz

Dawn Weisz, Interim Director, Marin Energy Authority, presented an overview summarizing the updated Power Purchase Agreement (PPA) documents as approved by the Marin County Board of Supervisors and provided to the Town of Fairfax for the final 90-day required review period. She noted that the Supervisors were expected to consider adoption of the PPA at the February 4, 2010 Board meeting.

In response to a question from Councilmember Weinsoff, Ms. Weisz stated that there was no risk to the General Fund for Fairfax to enter into the agreement. Ms. Weisz also announced that they were

expecting PG&E to put an initiative on the ballot in June to challenge the Authority.

Councilmember Reed stated that he had some concerns about dealing with Shell Oil and Ms. Weisz replied Shell would only be serving in a bridge capacity until the Authority secured its own assets; that they needed to contract with a company like Shell Oil that could provide power at the same or lower prices than the current provider; that could offer fixed pricing; that already had local assets; and that was familiar with California's regulations.

In response to a question about energy efficiency goals from Councilmember Hartwell-Herrero, Ms. Weisz reported that the goal was an 11% decrease in the amount of energy purchased over ten years, 1.1% per year, five times more than the existing program. She further stated that if the program for financing for energy efficiency upgrades could be made available to homeowners to be paid for through property tax bills that they would exceed the 11% goal.

Councilmember Bragman noted that AB 32 required a 25% reduction in greenhouse gas emissions by 2020; stated that \$7 million would be saved through the Authority; that Ms. Weisz had researched other programs including one in Ohio that had been in existence since the mid-90's; and that there was also a program in Massachusetts.

Juliet Anthony, Californians for Renewable Energy, asked why the Authority wouldn't go with SPG Solar, or McQuarry Kirk rather than Shell Oil; stated that Paul Finn of Sempra would also be a good choice; and that if Shell was involved, Californians for Renewable Energy would oppose it.

Vincent D'Amico, Arboledo Circle, also expressed concern about Shell Oil Co. and stated that the Council had a moral responsibility to find another company.

Bruce Ackerman, General Plan Advisory Committee Chair, urged the Council not to let public opinion about Shell Oil keep them from entering into the agreement; that Shell was being considered because they had the capital and the expertise needed; that the contract was critical and included a provision that Shell would stop buying power as soon as green energy sources were available; that the contract was limited to five years; that the goal was to mitigate the risk to make sure that Marin Energy would be successful; and he asked the Council not to let using Shell Oil stop them from going forward with an incredible project.

Lou Vaccaro, Olema Road, stated that he had been told that the Authority wouldn't have to worry about paying shareholders but that Shell Oil had shareholders to pay too; that Sempra would be a good power source; that PG&E had just contracted with Sempra to provide ten megawatts of solar power from Nevada; that it was a fallacy to state that consumers could receive different amounts of green energy since the energy was provided through the same distribution system; that the only way to provide different energy was to construct parallel lines for delivery; and that PG&E recently received an award for providing the cleanest energy in the nation; and stated his opposition to the Marin Energy Authority.

Councilmember Bragman clarified that the electrical generation was what was being separated out; that PG&E was still going to be providing services and paying shareholders; that the Authority would give consumers greater choice; that competition was good; and that it was worth the risk to go forward.

CONSENT CALENDAR

Approval of Town Council minutes of November 4, 9 and 16, 2009

Accept and File Monthly Finance Reports for October, 2009

A Resolution of The Town Council of The Town of Fairfax In Support of the Local Taxpayer, Public Safety and Transportation Protection Act of 2010

Approval of the date of January 30, 2010 for the Community Fire Prevention and Preparedness Forum

Authorize staff to enter into a contract for payroll processing with a new provider

Authorize staff to issue a Request for Proposals for annual audit services for 2009-2010, 2010-2011 and 2011-2012

Accept report on status of Measure K funds and projects

Authorize the Mayor to sign a letter of commitment for the State Energy Program application of the Association of Bay Area Governments (ABAG) regarding the Bay Area Regional Residential Building Retrofit Program – Town Manager

A Resolution of the Town Council of the Town of Fairfax Authorizing the Filing of an Application for Energy Efficiency and Block Grant Program Funding for the Downtown Streetlight Replacement Project – Public Works

Councilmember Weinsoff requested that the item establishing a Finance Committee be heard with the item regarding Committee assignments.

M/S, Weinsoff/ Bragman, Motion to approve the Consent Calendar with the removal of the item establishing a Finance Committee to be heard with the item regarding Committee assignments.

AYES: All

Mayor Tremaine adjourned the meeting for a fifteen-minute break.

Public Hearings

Adoption of a Resolution of the Town Council of the Town of Fairfax establishing an Administrative Citation Fee Schedule – *Building*

Building Official Lockaby presented the staff report. He explained the proposed process and stated that there would be a courtesy notice sent to the violator; that the violator could choose to comply with no penalty; that the proposed system would be more effective than using the court system and had been very successful in other jurisdictions; that the violator would have a right to an administrative hearing; that the Planning Director would serve as the hearing officer; that appeals would be heard by the Council if necessary; and that it would be complaint based.

Mayor Tremaine opened and closed the public hearing when no speakers came forward.

M/S, Weinsoff/Bragman, Motion to adopt a Resolution of the Town Council of the Town of Fairfax establishing an Administrative Citation Fee Schedule as presented.

AYES: All

Introduction and First Reading of Ordinance No. 748, an Ordinance extending a second unit amnesty program for a one-year period by amending chapter 17.048 of the Fairfax code regarding certain existing residential second units – *Planning*

Planning and Building Services Director Moore presented the staff report. He noted that sprinkler installation requirements were preventing some people from applying for amnesty under the program and that the sprinkler issue might well be re-visited after the January Fire Forum at which time the ordinance could be amended.

Councilmember Bragman stated that the Town needed to find money to improve our private infrastructure. He further stated that he would prefer pursuing some kind of public financing for the cost of installing sprinklers or siding, perhaps with a loan program where homeowners could repay loans through their property taxes, rather than trying to avoid the requirements that were developed for health and safety.

Mayor Tremaine opened the public hearing.

Mark Bell, Dominga Ave., stated that he understood why sprinkler systems would be required but questioned why windows/siding needed to be upgraded.

Building Official Lockaby replied that it had to do with fire safety, that tempered glass and composite silicon were less flammable than wood siding; that it also reinforced the possible Fire Department recommendation to "shelter in place" due to difficulty in evacuating hillside neighborhoods; and added that it would take 50-75 years to implement this requirement.

Mayor Tremaine closed the public hearing.

M/S, Weinsoff/Bragman, Motion to waive further reading of Ordinance No. 748, An Ordinance extending a second unit amnesty program for a one-year period by amending chapter 17.048 of the Fairfax code regarding certain existing residential second units.

AYES: All

M/S, Weinsoff/Bragman, Motion to introduce Ordinance No. 748, An Ordinance extending a second unit amnesty program for a one-year period by amending chapter 17.048 of the Fairfax code regarding certain existing residential second units.

AYES: All

Adoption of a Resolution of the Town Council of the Town of Fairfax establishing a Town Finance Committee – Town Manager

Town Manager Rock presented the staff report.

Councilmember Weinsoff suggested that the Council representative on the Committee be the Mayor rotating annually and that the resolution be amended to reflect that change.

M/S, Weinsoff/Hartwell-Herrero, Motion to adopt a Resolution of the Town Council of the Town of Fairfax establishing a Finance Committee with the change to the wording to make the Mayor the Council representative on the Committee.

AYES: All

Town Council Committee Assignments – Tremaine

M/S, Weinsoff/Hartwell-Herrero, Motion to accept the following assignments:

Bragman: ABAG (Assoc of Bay Area Governments) Alternate
Affordable Housing Committee
Marin Energy Authority, Alternate
Marin Telecommunications Agency
Measure "I" Oversight Committee
MERA Alternate (Chief Hughes, representative)
Ross Valley Paramedic Authority (Frank Egger, Alternate)
Safe Routes to School Task Force, Alternate
Solid Waste Committee

TAM (Transportation Authority of Marin) Alternate
Tree Committee

Hartwell-Hererro: Community Development Block Grant Committee - HCDA
Solid Waste Committee
Tree Committee Alternate
Youth Commission Liaison

Reed: Measure K Oversight Committee
Ross Valley School Board Liaison
Ross Valley Fire Authority, Alternate
Safe Routes to School Task Force

Tremaine: Affordable Housing Committee
Citizens' Disaster Council
Chamber of Commerce Liaison
Finance Committee
Flood Zone 9 Advisory Board, Alternate Representative
League of California Cities
Marin Energy Authority
Marin Telecommunications Agency, Alternate
Measure "I" Oversight Committee
Ross Valley Fire Authority
Shared Services Committee
TAM (Transportation Authority of Marin)
Youth Commission Liaison

Weinsoff: ABAG (Assoc of Bay Area Governments) Representative
Flood Zone 9 Advisory Board Representative
Joint Services Authority Oversight Committee
Ross Valley Fire Authority
Ross Valley School Board Liaison, Alternate
Shared Services Committee

AYES: All

Report from outgoing Mayor Weinsoff on list of neighborhood issues – Weinsoff

Councilmember Weinsoff reported on neighborhood issues that had been brought to his attention during the recent campaign and provided a list of those issues that had not yet been addressed including requests for brush clearing in several areas and requests for solutions to traffic safety issues including installation of signs and increased enforcement.

Report on the Broadway Bulb-Out Project – Public Works

Public Works Director Wilkie presented the staff report. She included a history of the project that was put forward and paid for by Ray Martin, the owner of the Scoop, to provide a place for a bench and bike rack that became a Town project because of non-compliance with ADA requirements. She further reported that the existing bulb-out would be removed by joint efforts of the original contractor and Town staff; would be reconstructed by Van Midde and Son Concrete; that the work would be scheduled to begin removal on a Monday with construction completed by Friday of the same week to limit disruptions to the local businesses; that the approximately \$5,500 needed for reconstruction of the bulb-out would be taken from the Street Maintenance operating budget; and that Ray Martin had agreed to discuss contributing additional funds if the cost to the Town exceeded \$5,500.

Discussion of the Draft Circulation Element of the General Plan and report on the status of the General Plan – Planning

Planning Director Moore presented the staff report. He stated that the Council and the public would make comments on the Draft Circulation Element but that no formal action was required until all the remaining elements had been reviewed, at which point all eight elements would be “packaged” for Council adoption pending environmental review. He explained the Marin County Bicycle Coalition (MCBC) suggestions already incorporated into the Element and the minor changes suggested by MCBC that staff considered as friendly amendments. He reviewed the status of the remaining elements and stated that the goal was to have them all completed by the end of 2010.

Councilmember Bragman stated that the right pricing of vehicles and parking were conspicuously absent from the Element. He also suggested that the Town create a sidewalk network expanding out from the commercial area with special attention to problem areas like Bolinas Road, Porteous and Park Road to encourage safe pedestrian circulation. He described the inadequacy of the sidewalk from Bolinas to Creek on Park Road; the advantage to having sidewalks all the way to Deer Park School, a project that could be done in cooperation with the School District; and the lack of safe sidewalk access on Bolinas to Cascade. He noted that there was enough right-of-way on Bolinas and Park to accomplish improved sidewalk access and that funding could be available through the federal government for Bolinas since it was a federally qualified roadway.

Councilmember Reed agreed that pedestrian access was important and recommended that the Draft Circulation Element be posted on the Town’s Web site to encourage public input and noted that the General Plan represented what we wanted to see in our Town so comments from the public should be encouraged and considered.

Mayor Tremaine opened the discussion to the public.

Kim Baenisch, MCBC Executive Director, stated that she had worked with staff and the Planning Commission on the Element and requested two primary adjustments: to add the goal of 20% bike and pedestrian trips by 2020 and compliance with AB1538, the Complete Streets legislation.

There was a consensus of the Council to incorporate the suggested changes.
Mayor Tremaine opened the discussion to the public.

Cindy Ross, Lansdale Ave., stated that it was impossible to cross the street from Bank of America to the Savings and Loan and that the location should be considered with any pedestrian safety improvements the Town might consider.

Report on updates to the Town’s Website and Paperless Office goals – Town Manager

Discussion/Consideration of researching costs of webcasting and/or televising Town Council meetings - Town Manager

At the request of Mayor Tremaine, the two related items were considered together.

Town Manager Rock presented the staff reports. He stated that ABAG could no longer support the existing site, that the site was being converted to a more versatile format, and that the updates to the site would all be working in January. He further reported that the consultant who was implementing the conversion would also be training staff to do most of the maintenance in the future.

Town Manager Rock described the heavy use of paper necessary to produce a Council packet and asked the Council to consider receiving their packets electronically. There was a consensus of the Council to receive their packets on cd or memory stick.

Town Manager Rock stated that staff was working on getting the Women’s Club connected with fiber optics for full webcasting or streaming of meetings.

Councilmember Bragman stated that it was necessary to make the meetings accessible to the public. He described his efforts to get the necessary connections to webstream the meetings and stated that he had been trying to get Comcast to connect the Women's Club to the internet rather than provide cable television as required by the franchise agreement.

There was a consensus of the Council to direct staff to pursue the options available.

There was a consensus of the Council to hear the last item on the agenda regarding the perchlorethylene spill at the Fair Anselm retail center before the other items because there were audience members present to speak to the item.

Discussion of the status of the perchlorethylene spill at the Fair Anselm retail center - *Bragman*

Councilmember Bragman stated that he had added the item to the agenda because the town had received news that there was Perchlorethylene (PCE) contamination at the Fair-San Anselm Center; that the Town had received a complaint about the contamination from Broadway Video; that the investigation was pursued by Broadway Video who hired a toxicologist who provided a report about the levels that were present; and that the report suggested that the levels were acceptable according to OSHA standards and that there was no reason for concern. Councilmember Bragman acknowledged that there were different standards and different levels used by different sources, but that the levels detected far exceeded Proposition 65 (a constitutional amendment) standards; reported that he had used a contact at the Environmental Protection Agency (EPA) to determine that the levels at the site were a definite concern under Federal standards; that the EPA source informed him that the testing methodology used was not the most sensitive and that a Suma canister would be the preferable manner for testing. He urged the Town to pursue the matter; reported that he had been approached by people in the community who wanted to know more about what was going on at the site; that he had called toxic substance control and hadn't gotten any satisfaction; and that he wanted to know what human health risks were present at the site.

Town Manager Rock stated that he had been tracking the issue; that an Air Quality Management District person had come out and had taken samples and didn't find any PCE's, but hadn't provided a written report; that his contact at (Department of Toxic Substances Control) DTSC came to the site two weeks previous but hadn't followed up yet; and that EPA also came out, but had not responded yet.

Councilmember Bragman suggested that a follow-up letter be sent and that we shouldn't be left waiting for information.

Eustace De Saint Phalle, counsel for Broadway Video, stated that the matter had been referred to DTSC, and that the site had tested positive for PCE. He asked about what reports the Town had received since he had seen several reports that indicated that the chemical was present; offered to make the information available to the Town Manager; stated that remediation efforts should be underway; noted that the original spill had occurred in 2001, when some remediation took place; that the chemical was airborne; and that other businesses in the plaza should be included in the testing.

Town Manager Rock stated that it was not a Town issue per se, since it was on private property, and that the County Public Health Department had responded and had referred the matter to DTSC.

It was the consensus of the Council to direct staff to stay on top of the situation and to keep them informed of any developments.

Approval of Town Response to the Grand Jury request regarding the Homeless – *Police*

Police Chief Hughes presented the staff report. He stated that the purpose of the report was to evaluate the numbers of homeless in Marin, and the programs and housing available to them, with the intent to improve existing resources while creating new means of help. The Grand Jury report was entitled, "Homeless: The "Invisible" Problem That Won't Disappear." Two of the conclusions of the report were

(1) a recommendation that the Board of Supervisors should appoint a full time coordinator to help the homeless by coordinating the efforts of all the local non-profits and (2) that the municipalities should work together to provide better public awareness of the plight of the homeless. Chief Hughes stated that the Grand Jury's findings and recommendations were all essentially on point and worthy of support by the Town and that the Town's response reflected that concurrence.

Mayor Tremaine asked the Council for agreement to send a letter with his signature to the Board of Supervisors in support of the Grand Jury's findings and urging them to comply with those findings and offering to work on the problem with the other jurisdictions.

Town Manager Rock reported that the County had already hired a homeless coordinator. Mayor Tremaine suggested that the letter be adapted accordingly.

Councilmember Weinsoff reported on a meeting with the Interfaith Council of Marin and suggested that he and another Council member should visit the local churches to begin a dialog about the homeless issue in Fairfax. Councilmember Hartwell-Herrero volunteered to be the other Council member.

M/S, Weinsoff/Reed, Motion to accept the report.

AYES: All

Report on Temporary Homeless Shelters at St. Rita's Church and Christ Lutheran Church – Planning

Planning Director Moore presented the staff report on the temporary homeless shelters at St. Rita's and Christ Lutheran Church to be available from December 9th through March 24th for up to 30 homeless women at each church one night per week, with pre-screening and staffing provided by Ritter Center and the churches. He noted that this was part of a county-wide program involving 15 churches to help house the homeless for the winter. He further reported that Town staff recognized the dire need to house the homeless of Marin County, particularly during winter months and that the underlying mission of religious institutions was to provide for the needy, and that being homeless in the public commons during winter months presented a severe threat to the health and safety of homeless persons.

Councilmember Hartwell-Herrero reported that the parents of students at Cascade Canyon School on the Christ Lutheran site had volunteered to provide food for the shelter

Terry Hamilton, pastor at Christ Lutheran thanked the Town for their cooperation and reported that the community had been responsive and had been positive about the program.

Town Manager Rock reported that other churches in West Marin and Fairfax were also going to be helping with the program.

Town Manager's Report

Town Manager Rock stated that he would be out of the country from December 15 to 28 and that Public Works Director Wilkie would be in charge in his absence and that Town Hall would be closed the week of December 21st.

Community Resources Coordinator Baird reported that a collection bin had been filled at Town Hall to benefit the Food Bank.

Town Council Reports

Councilmember Bragman reported that there had been a meeting of the Affordable Housing subcommittee on November 17th and that they decided to move forward with both sites under consideration and that workshops were being planned to introduce the proposed projects to the public.

M/S, Tremaine/Hartwell-Herrero, Motion to adjourn in memory of Hank LaPorta and Marianne Barberis.

AYES: All

The meeting adjourned at 11:05 p.m.

Respectfully submitted,

Judy Anderson, Town Clerk

DRAFT Fairfax Town Council Minutes
Adjourned Meeting
Fairfax Women's Club
Monday, November 30, 2009

Call to Order/Roll Call:

COUNCILMEMBERS PRESENT: Larry Bragman
Susan Brandborg
Mary Ann Maggiore
Lew Tremaine
David Weinsoff
Pam Hartwell-Herrero, Councilmember Elect
John Reed, Councilmember Elect

STAFF MEMBERS PRESENT: Michael Rock, Town Manager
Jim Moore, Planning Director
Laurie Ireland-Ashley, Finance Director
Kathy Wilkie, Public Works Director
Mark Lockaby, Building Official
Judy Anderson, Town Clerk

Mayor Weinsoff called the meeting to order at 7:40 pm.

Approval of Agenda and Affidavit of Posting

M/S, Bragman/Tremaine, Motion to approve the agenda and the Affidavit of Posting.

AYES: All

Open Time for Public Expression

Jennifer Rienks, Marin General Hospital Board Member, reported on the transition of Sutter Health to Marin General. She stated that it would be a free standing hospital responsive to the public; that the seismic retrofit would also make the hospital green; that the Board wanted to keep healthy reserves; and that the highest quality of care would continue.

Sierra Salin, Cascade Drive, stated that he was addressing the Council and the public to say that the country was about to send troops to Afghanistan despite the lack of money for schools and healthcare and voiced his preference to spend the money in our own country.

Adoption of Resolution No. 09-74, A Resolution of the Town Council of the Town of Fairfax, reciting the fact of the General Election held on November 4, 2009, declaring the result and such other matters as provided by law

M/S, Tremaine/Bragman, Motion to Adopt Resolution No. 09-74, A Resolution of the Town Council of the Town of Fairfax, reciting the fact of the General Election held on November 4, 2009, declaring the result and such other matters as provided by law.

The resolution included the following total number of votes received by the candidates for Council:

AGENDA ITEM # 5

PAM HARTWELL-HERRERO	1263	19.74%
DAVID WEINSOFF	1186	18.54%
JOHN REED	1169	18.27%
WILLIAM B. MADSEN	872	13.63%
SUSAN BRANDBORG	848	13.26%
WENDY BAKER	783	12.24%
CHRISTOPHER LANG	275	4.30%
Write-in Votes	1	0.02%

AYES: All

Adoption and presentation of Resolution No. 09-75, A Resolution of the Town Council of the Town of Fairfax honoring Councilmember Brandborg for her 19 years of service to the Town

M/S, Tremaine/Bragman, Motion to adopt Resolution No. 09-75, A Resolution of the Town Council of the Town of Fairfax honoring Councilmember Brandborg for her 19 years of service to the Town.

AYES: All

Mayor Weinsoff read the resolution and presented it to Councilmember Brandborg.

Adoption and presentation of Resolution No. 09-76, A Resolution of the Town Council of the Town of Fairfax honoring Councilmember Maggiore for her four years of service to the Town as a Council Member

M/S, Tremaine/Bragman, Motion to adopt Resolution No. 09-76, A Resolution of the Town Council of the Town of Fairfax honoring Councilmember Maggiore for her four years of service to the Town as a Council Member.

AYES: All

Mayor Weinsoff read the resolution and presented it to Councilmember Maggiore.

Departing members Brandborg and Maggiore each said a few words.

Councilmember Brandborg stated that it had been a long and interesting journey; thanked her supporters for the years; credited her mentors, Carol Sherman, Gloria Duncan and Gail Wilhelm; and thanked the staff for all of their hard work.

Councilmember Maggiore stated that it was a wild and wonderful ride; that it came out of her work as a peace activist and her work with youth; that she would go back to those passions; and that she had been privileged to work with Council and staff.

Martha Ture, Canyon Road, stated that she wanted to honor the two women who were leaving the Council; that serving required patience, fortitude, generosity of spirit and a deep sense of community; and she thanked Councilmembers Brandborg and Maggiore for serving Fairfax and presented them each with a basket of flowers.

Oath of Office administered to newly elected Council Members

Town Clerk Anderson administered the oath of office to the three newly elected Council members.

The newly elected Council Members, Pam Hartwell-Herrero, John Reed and returning Councilmember Weinsoff took their seats on the dais.

Reorganization of Town Council: Election of Mayor and Vice Mayor

M/S, Weinsoff/Bragman, Motion to elect Councilmember Tremaine as Mayor.

AYES: All

M/S, Weinsoff/Reed, Motion to elect Councilmember Bragman as Vice- Mayor.

AYES: All

Mayor Tremaine opened the meeting to the public.

Niccolo Caldararo, Frustuck Ave., stated that he was proud of the election and the way it was conducted and thanked the Council members for following the rules.

Presentation to outgoing Mayor Weinsoff

Mayor Tremaine presented an engraved gavel plaque to outgoing Mayor Weinsoff in acknowledgment of his service as Mayor for the previous year.

Mayor Tremaine stated that it was a great honor to serve once again as Mayor, especially with the group of people on the Council, all with tremendously high ideals and pragmatism. He further stated that it was going to be a great year; that he wanted to go back to working one Saturday per month to revise the Town's Strategic Plan and the Financial Plan; thanked the community for passing Measure I and showing their faith in the government of the Town; stated that there were two affordable housing projects in the works with cooperative owners that he expected to be completed; that he wanted the Town to be as green as possible; and vowed to live up to the trust of the community for the use of Measure I funds.

M/S, Weinsoff/Bragman, Motion to adjourn the meeting for a reception at 8:07 p.m.

AYES: All

Respectfully submitted,

Judy Anderson, Town Clerk

**TOWN OF FAIRFAX
STAFF REPORT**

To: Mayor, Members of the Town Council

From: Michael Rock, Town Manager
Laurie Ireland-Ashley, Finance Director 

Date: January 13, 2010

Subject: November Financial Statements & Disbursement Register

RECOMMENDATION

Accept and file reports.

DISCUSSION

For your review within the following package the Financial Statements for November. The attached financial reports (Revenue & Expenditure Guidelines) summarize the Town of Fairfax Funds operating results for the period ending November 30, 2009. The monthly financial report is prepared on a "cash" basis. As a result, certain revenue and expenditure accounts may not reflect the actual month due to the timing of when revenue is received or expenditure is paid.

Revenues:

For the four months ended November 30, 2009 the General Fund reported revenue of 15.47%. The Property Taxes were at 10.48% which is to be expected at this time of the year.

Expenditures:

For the four months ended November 30, 2009 the General Fund reported expenditures of 41.31%. This is as expected. Most of the departments are on budget for the year and currently projected to remain that way.

The November Check Register and EFT register are also attached. The largest single check disbursements were to contractors in regards to the Glen Drive Culvert for a combined total of \$115,502.82.

Investments:

As of November 30, 2009, the balance in the Town's general checking account was \$398,791.73 and the balance in the Measure K checking account was \$6,051.80. The two Local Area Investment Funds (LAIF) accounts are interest bearing holding accounts for our general checking and Measure K funds. As of November 30, 2009, the general fund investment fund account had a balance of \$757,709.72 and the Measure K investment fund had a balance of \$117,011.

AGENDA ITEM #6

TOWN OF FAIRFAX
***Revenue Summary**

FUND	Description	09-10 YTD Budget	NOVEMBER 09- 10 Amt	09-10 YTD Amt	Balance	% of Budget
01	GENERAL FUND	\$4,394,841.00	\$116,437.24	\$679,838.49	\$3,715,002.51	15.47%
02	DRY PERIOD FINANCING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
03	EQUIPMENT REPLACEMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
04	BUILDING & PLANNING	\$293,250.00	\$15,354.63	\$130,906.34	\$162,343.66	44.64%
06	RETIREMENT FUND	\$958,913.00	\$0.00	\$5,194.93	\$953,718.07	0.54%
07	SPECIAL POLICE REVENUE	\$0.00	\$0.00	\$45,115.40	-\$45,115.40	0.00%
11	YOUTH RECREATION FUND	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0.00%
12	FAIRFAX FESTIVAL FUND	\$28,000.00	\$0.00	\$20,582.03	\$7,417.97	73.51%
20	MEASURE F TAX FUND	\$465,000.00	\$0.00	\$1,920.25	\$463,079.75	0.41%
21	GAS TAX FUND	\$212,400.00	\$0.00	\$60,858.28	\$151,541.72	28.65%
41	DEBT SERVICE 2000 SERIES	\$489,705.00	\$0.00	\$847.33	\$488,857.67	0.17%
42	DEBT SERVICE 2002 SERIES	\$0.00	\$0.00	\$1,055.32	-\$1,055.32	0.00%
43	DEBT SERVICE 2006 SERIES	\$0.00	\$0.00	\$849.57	-\$849.57	0.00%
49	EMERGENCY WATERSHED P	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
50	FAIRFAX CREEK RESTORATIO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
51	CAPITAL PROJECTS- GRANTS	\$896,188.00	\$0.00	\$0.00	\$896,188.00	0.00%
52	CAPITAL PROJECTS- STORM	\$623,977.00	\$235,481.12	\$446,931.96	\$177,045.04	71.63%
53	CAPITAL PROJECTS - TOWN	\$311,434.00	\$0.00	\$40,479.00	\$270,955.00	13.00%
54	PAVILION RENOVATION FUND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
55	MEASURE K FUND	\$474,000.00	\$0.00	\$0.00	\$474,000.00	0.00%
73	OPEN SPACE FUND	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0.00%
91	INSURANCE FUND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$9,170,708.00	\$367,272.99	\$1,434,578.90	\$7,736,129.10	15.64%

**TOWN OF FAIRFAX
*Revenue Guideline©**

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Current Period: NOVEMBER 09-10

Act Status	Account	Descr	YTD Budget	YTD Amount	MTD Amount	Balance	% of Budget
FUND 01 GENERAL FUND							
PROGRAM 010 TAXES							
		<i>PROGRAM 010 TAXES</i>	\$3,746,841.00	\$392,605.23	\$74,278.90	\$3,354,235.77	10.48%
PROGRAM 020 FRANCHISES							
		<i>PROGRAM 020 FRANCHISES</i>	\$288,000.00	\$97,438.66	\$31,082.79	\$190,561.34	33.83%
PROGRAM 030 LICENSES, PERMITS & FEES							
		<i>PROGRAM 030 LICENSES, PERMITS & FEES</i>	\$75,000.00	\$12,818.79	\$1,774.93	\$62,181.21	17.09%
PROGRAM 040 FINES							
		<i>PROGRAM 040 FINES</i>	\$54,500.00	\$20,560.69	\$2,690.90	\$33,939.31	37.73%
PROGRAM 045 RENTAL & MAINTENANCE FEES							
		<i>PROGRAM 045 RENTAL & MAINTENANCE FEES</i>	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
PROGRAM 050 INVESTMENT EARNINGS							
		<i>PROGRAM 050 INVESTMENT EARNINGS</i>	\$74,000.00	\$8,611.30	\$2,958.30	\$65,388.70	11.64%
PROGRAM 060 REVENUE FROM OTHER AGENCIES							
		<i>PROGRAM 060 REVENUE FROM OTHER AGENCIES</i>	\$125,000.00	\$14,869.37	\$987.00	\$110,130.63	11.90%
PROGRAM 070 GRANTS							
		<i>PROGRAM 070 GRANTS</i>	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
PROGRAM 080 CHARGES FOR CURRENT SERVICES							
		<i>PROGRAM 080 CHARGES FOR CURRENT SERVICES</i>	\$30,500.00	\$132,934.45	\$2,664.42	-\$102,434.45	435.85%
PROGRAM 090 OTHER REVENUE							
		<i>PROGRAM 090 OTHER REVENUE</i>	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
PROGRAM 100 OTHER FINANCING SOURCES - TRSF							
		<i>PROGRAM 100 OTHER FINANCING SOURCES - TRSF</i>	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 01 GENERAL FUND			\$4,394,841.00	\$679,838.49	\$116,437.24	\$3,715,002.51	15.47%

TOWN OF FAIRFAX

Revenue Detail by Fund

Current Period: NOVEMBER 09-10

Account Descr	09-10 YTD Budget	09-10 YTD Amt	NOVEMBER 09-10 Amt	% of Budget
FUND 01 GENERAL FUND				
R 01-010-101 PROPERTY TAX - CURRENT SECU	\$1,758,973.00	\$747.51	\$0.00	0.04%
R 01-010-102 PROPERTY TAX CURRENT UNSEC	\$40,400.00	\$46,327.49	\$0.00	114.67%
R 01-010-103 PROPERTY TAX PRIOR YEARS	\$0.00	\$3,496.17	\$0.00	0.00%
R 01-010-104 REAL PROPERTY TRANSFER TAX	\$35,350.00	\$13,059.48	\$2,302.30	36.94%
R 01-010-105 IN-LIEU SALES TAX	\$97,210.00	\$0.00	\$0.00	0.00%
R 01-010-106 SALES AND USE TAX	\$318,150.00	\$133,509.05	\$29,100.00	41.96%
R 01-010-107 \$50 GENERAL SERVICES TAX	\$188,870.00	\$867.50	\$0.00	0.46%
R 01-010-108 UTILITY USERS TAX - TELECOM	\$141,400.00	\$77,306.69	\$13,834.51	54.67%
R 01-010-109 UTILITY USERS TAX - ENERGY	\$227,250.00	\$73,006.06	\$14,516.66	32.13%
R 01-010-110 SUPPLEMENTAL PROPERTY TAXE	\$50,500.00	\$9,544.69	\$1,405.41	18.90%
R 01-010-111 ONE HALF CENT SALES	\$0.00	\$25,892.19	\$7,870.62	0.00%
R 01-010-112 ERAF EXCESS	\$378,720.00	\$0.00	\$0.00	0.00%
R 01-010-114 HOTEL USERS TAX	\$10,100.00	\$8,848.40	\$5,249.40	87.61%
R 01-010-116 ERAF III SHIFT TO STATE	\$0.00	\$0.00	\$0.00	0.00%
R 01-010-117 PROP TAX IN LIEU OF VLF	\$499,918.00	\$0.00	\$0.00	0.00%
R 01-020-201 GARBAGE FRANCHISE	\$165,000.00	\$48,139.00	\$0.00	29.18%
R 01-020-202 GAS AND ELECTRIC FRANCHISE	\$60,000.00	\$0.00	\$0.00	0.00%
R 01-020-203 CABLEVISION FRANCHISE	\$63,000.00	\$49,299.66	\$31,082.79	78.25%
R 01-030-301 BUSINESS LICENSES	\$75,000.00	\$12,818.79	\$1,774.93	17.09%
R 01-040-401 VEHICLE CODE FINES	\$7,500.00	\$5,799.18	\$0.00	77.32%
R 01-040-402 PARKING AND OTHER FINES	\$47,000.00	\$14,761.51	\$2,690.90	31.41%
R 01-045-501 RENTS-WOMENS CLUB AND OTHE	\$0.00	\$0.00	\$0.00	0.00%
R 01-045-503 RENTS - JANITOR MAINT- WC	\$0.00	\$0.00	\$0.00	0.00%
R 01-045-504 CYO RENTAL FEES - PAVILION	\$0.00	\$0.00	\$0.00	0.00%
R 01-045-506 RENTS MISC - PAVILION	\$0.00	\$0.00	\$0.00	0.00%
R 01-045-507 RENTS - JANITOR MAINT-PAVILION	\$0.00	\$0.00	\$0.00	0.00%
R 01-050-500 INTEREST EARNINGS	\$1,000.00	\$0.00	\$0.00	0.00%
R 01-050-501 RENTS-WOMENS CLUB AND OTHE	\$15,000.00	\$5,551.00	\$984.00	37.01%
R 01-050-502 INVESTMENT EARNINGS	\$45,000.00	\$0.00	\$0.00	0.00%
R 01-050-503 RENTS - JANITOR MAINT- WC	\$0.00	\$406.00	\$0.00	0.00%
R 01-050-504 CYO RENTAL FEES - PAVILION	\$8,000.00	\$1,500.00	\$1,500.00	18.75%
R 01-050-505 UNREALIZED GAIN/LOSS LAIF	\$0.00	\$0.00	\$0.00	0.00%
R 01-050-506 RENTS MISC - PAVILION	\$5,000.00	\$864.30	\$358.30	17.29%
R 01-050-507 RENTS - JANITOR MAINT-PAVILION	\$0.00	\$290.00	\$116.00	0.00%
R 01-060-113 RUNOFF CHARGE	\$64,000.00	\$380.44	\$0.00	0.59%
R 01-060-602 MOTOR VEHICLE IN LIEU TAX	\$49,000.00	\$13,683.39	\$987.00	27.93%
R 01-060-603 TRAILER COACH FEES	\$0.00	\$0.00	\$0.00	0.00%
R 01-060-607 SECURED HOMEOWNERS EXEMP	\$7,000.00	\$0.00	\$0.00	0.00%
R 01-060-610 OFF HIGHWAY VEHICLE-IN-LIEU	\$0.00	\$0.00	\$0.00	0.00%
R 01-060-614 STATE AID	\$0.00	\$0.00	\$0.00	0.00%
R 01-060-615 CALIFORNIA POST	\$5,000.00	\$0.00	\$0.00	0.00%
R 01-060-619 SB 90	\$0.00	\$0.00	\$0.00	0.00%
R 01-060-620 WORKERS COMPENSATION	\$0.00	\$0.00	\$0.00	0.00%
R 01-060-699 OTHER	\$0.00	\$805.54	\$0.00	0.00%
R 01-060-705 2005 STORM DAMAGE - FEMA-T.H.	\$0.00	\$0.00	\$0.00	0.00%
R 01-060-706 2005 STORM DAMAGE - FEMA -Y.C.	\$0.00	\$0.00	\$0.00	0.00%
R 01-060-707 2005 STORM DAMAGE - FEMA/INS.	\$0.00	\$0.00	\$0.00	0.00%
R 01-060-708 2005 STORM DAMAGE - FEMA-F.H.	\$0.00	\$0.00	\$0.00	0.00%
R 01-060-709 2005 STORM DAMAGE - FEMA-C.Y.	\$0.00	\$0.00	\$0.00	0.00%
R 01-060-746 2005 - STORM D. - REIMB. - FEMA	\$0.00	\$0.00	\$0.00	0.00%
R 01-060-921 COUNTY - EMER. WARNING SYSTE	\$0.00	\$0.00	\$0.00	0.00%
R 01-070-904 OTHER REVENUES	\$0.00	\$0.00	\$0.00	0.00%
R 01-080-802 SALE MAPS AND PUBLICATIONS	\$500.00	\$162.00	\$37.50	32.40%
R 01-080-803 SPECIAL POLICE SERVICES	\$5,000.00	\$393.75	\$45.00	7.88%
R 01-080-807 PUB WORKS MAINTENANCE SERV	\$0.00	\$1,500.00	\$0.00	0.00%
R 01-080-809 TENNIS COURT	\$0.00	\$0.00	\$0.00	0.00%
R 01-080-814 MISCELLANEOUS	\$25,000.00	\$130,878.70	\$2,581.92	523.51%
R 01-080-819 OCA NET REVENUE	\$0.00	\$0.00	\$0.00	0.00%

TOWN OF FAIRFAX

Revenue Detail by Fund

Current Period: NOVEMBER 09-10

Account Descr	09-10 YTD Budget	09-10 YTD Amt	NOVEMBER 09-10 Amt	% of Budget
R 01-080-903 GENERAL RECREATION	\$0.00	\$0.00	\$0.00	0.00%
R 01-090-699 OTHER	\$1,000.00	\$0.00	\$0.00	0.00%
R 01-090-904 OTHER REVENUES	\$0.00	\$0.00	\$0.00	0.00%
R 01-100-900 OTHER REVENUE	\$0.00	\$0.00	\$0.00	0.00%
R 01-100-932 DRY FUND TRANSFER IN	\$0.00	\$0.00	\$0.00	0.00%
R 01-100-934 BLDNG & PLNGG FUND TRANSFER	\$0.00	\$0.00	\$0.00	0.00%
R 01-100-936 RETIREMENT FUND TRANSFER IN	\$0.00	\$0.00	\$0.00	0.00%
R 01-100-937 SPECIAL POLICE FUND TRANSFER	\$0.00	\$0.00	\$0.00	0.00%
R 01-100-940 FESTIVAL FUND TRANSFER IN	\$0.00	\$0.00	\$0.00	0.00%
R 01-100-941 MEAS F FUND TRANSFER IN	\$0.00	\$0.00	\$0.00	0.00%
R 01-100-942 GAS TAX FUND TRANSFER IN	\$0.00	\$0.00	\$0.00	0.00%
FUND 01 GENERAL FUND	\$4,394,841.00	\$679,838.49	\$116,437.24	15.47%
FUND 02 DRY PERIOD FINANCING				
R 02-090-318 PLAN RETENTION FEES	\$0.00	\$0.00	\$0.00	0.00%
R 02-090-931 GENERAL FUND TRANSFER IN	\$0.00	\$0.00	\$0.00	0.00%
FUND 02 DRY PERIOD FINANCING	\$0.00	\$0.00	\$0.00	0.00%
FUND 03 EQUIPMENT REPLACEMENT				
R 03-090-901 SALE OF PROPERTY	\$0.00	\$0.00	\$0.00	0.00%
FUND 03 EQUIPMENT REPLACEMENT	\$0.00	\$0.00	\$0.00	0.00%
FUND 04 BUILDING & PLANNING				
R 04-030-311 BUILDING PERMITS	\$100,000.00	\$32,260.85	\$3,686.75	32.26%
R 04-030-312 GENERAL PLAN MAINTENANCE FE	\$3,000.00	\$1,006.72	\$42.12	33.56%
R 04-030-313 TECHNOLOGY IMPROVEMENT FEE	\$4,500.00	\$1,604.38	\$181.53	35.65%
R 04-030-314 ENROACHMENT/EXCAVATION	\$250.00	\$39.00	\$0.00	15.60%
R 04-030-315 HOUSING INSPECTION	\$15,000.00	\$5,895.00	\$0.00	39.30%
R 04-030-316 STATE GREEN FEE	\$0.00	\$34.70	\$31.00	0.00%
R 04-030-317 STATE SEISMIC FEES	\$500.00	-\$10.04	\$20.47	-2.01%
R 04-030-318 PLAN RETENTION FEES	\$500.00	\$75.00	\$0.00	15.00%
R 04-030-319 STREET OPENING FEES	\$3,000.00	\$3,210.00	\$500.00	107.00%
R 04-030-320 ROAD IMPACT FEES	\$60,000.00	\$45,282.57	\$5,147.23	75.47%
R 04-030-321 PLANING INFRASTRUCT IMPROV F	\$4,500.00	\$1,604.38	\$181.53	35.65%
R 04-080-801 ZONING AND FILING FEES	\$57,000.00	\$25,988.81	\$3,068.00	45.59%
R 04-080-805 BUILDING PLAN CHECK	\$30,000.00	\$7,277.37	\$1,546.00	24.26%
R 04-080-806 ENGINEERING PLAN CHECK	\$15,000.00	\$6,637.60	\$950.00	44.25%
FUND 04 BUILDING & PLANNING	\$293,250.00	\$130,906.34	\$15,354.63	44.64%
FUND 06 RETIREMENT FUND				
R 06-010-101 PROPERTY TAX - CURRENT SECU	\$940,500.00	\$112.45	\$0.00	0.01%
R 06-010-102 PROPERTY TAX CURRENT UNSEC	\$1,213.00	\$0.00	\$0.00	0.00%
R 06-010-103 PROPERTY TAX PRIOR YEARS	\$0.00	\$0.00	\$0.00	0.00%
R 06-010-110 SUPPLEMENTAL PROPERTY TAXE	\$11,000.00	\$5,082.48	\$0.00	46.20%
R 06-050-502 INVESTMENT EARNINGS	\$0.00	\$0.00	\$0.00	0.00%
R 06-060-607 SECURED HOMEOWNERS EXEMP	\$6,200.00	\$0.00	\$0.00	0.00%
FUND 06 RETIREMENT FUND	\$958,913.00	\$5,194.93	\$0.00	0.54%
FUND 07 SPECIAL POLICE REVENUE				
R 07-070-731 TOBACCO GRANT	\$0.00	\$0.00	\$0.00	0.00%
R 07-070-732 CA 911 EMERG COMM GRANT	\$0.00	\$0.00	\$0.00	0.00%
R 07-070-733 CLEEP GRANT	\$0.00	\$0.00	\$0.00	0.00%
R 07-070-741 K-9 DONATION	\$0.00	\$0.00	\$0.00	0.00%
R 07-070-742 SLESF	\$0.00	\$45,115.40	\$0.00	0.00%
R 07-070-745 STAR PROGRAM	\$0.00	\$0.00	\$0.00	0.00%
R 07-070-814 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	0.00%

TOWN OF FAIRFAX

Revenue Detail by Fund

Current Period: NOVEMBER 09-10

Account Descr	09-10 YTD Budget	09-10 YTD Amt	NOVEMBER 09-10 Amt	% of Budget
FUND 07 SPECIAL POLICE REVENUE	\$0.00	\$45,115.40	\$0.00	0.00%
FUND 11 YOUTH RECREATION FUND				
R 11-080-811 COUNTY YOUTH	\$2,000.00	\$0.00	\$0.00	0.00%
R 11-090-903 GENERAL RECREATION	\$0.00	\$0.00	\$0.00	0.00%
R 11-090-904 OTHER REVENUES	\$0.00	\$0.00	\$0.00	0.00%
R 11-100-900 OTHER REVENUE	\$0.00	\$0.00	\$0.00	0.00%
R 11-100-931 GENERAL FUND TRANSFER IN	\$18,000.00	\$0.00	\$0.00	0.00%
R 11-100-941 MEAS F FUND TRANSFER IN	\$0.00	\$0.00	\$0.00	0.00%
FUND 11 YOUTH RECREATION FUND	\$20,000.00	\$0.00	\$0.00	0.00%
FUND 12 FAIRFAX FESTIVAL FUND				
R 12-080-812 FAIRFAX FESTIVAL	\$28,000.00	\$20,582.03	\$0.00	73.51%
R 12-090-904 OTHER REVENUES	\$0.00	\$0.00	\$0.00	0.00%
FUND 12 FAIRFAX FESTIVAL FUND	\$28,000.00	\$20,582.03	\$0.00	73.51%
FUND 20 MEASURE F TAX FUND				
R 20-010-120 \$125 SPECIAL MUNI SERVICES TA	\$465,000.00	\$1,920.25	\$0.00	0.41%
FUND 20 MEASURE F TAX FUND	\$465,000.00	\$1,920.25	\$0.00	0.41%
FUND 21 GAS TAX FUND				
R 21-060-604 GAS TAX 2106	\$37,500.00	\$45,877.35	\$0.00	122.34%
R 21-060-605 GAS TAX 2107	\$60,000.00	\$0.00	\$0.00	0.00%
R 21-060-606 GAS TAX 2107.5	\$2,000.00	\$0.00	\$0.00	0.00%
R 21-060-608 GAS TAX 2105	\$45,000.00	\$0.00	\$0.00	0.00%
R 21-060-611 PROP 42 REPAYMENT	\$67,900.00	\$14,980.93	\$0.00	22.06%
R 21-070-738 TRAFFIC CONGESTION	\$0.00	\$0.00	\$0.00	0.00%
FUND 21 GAS TAX FUND	\$212,400.00	\$60,858.28	\$0.00	28.65%
FUND 41 DEBT SERVICE 2000 SERIES				
R 41-010-101 PROPERTY TAX - CURRENT SECU	\$452,383.00	\$18.57	\$0.00	0.00%
R 41-010-102 PROPERTY TAX CURRENT UNSEC	\$3,393.00	\$0.00	\$0.00	0.00%
R 41-010-103 PROPERTY TAX PRIOR YEARS	\$0.00	\$0.00	\$0.00	0.00%
R 41-010-110 SUPPLEMENTAL PROPERTY TAXE	\$28,274.00	\$828.76	\$0.00	2.93%
R 41-060-607 SECURED HOMEOWNERS EXEMP	\$5,655.00	\$0.00	\$0.00	0.00%
FUND 41 DEBT SERVICE 2000 SERIES	\$489,705.00	\$847.33	\$0.00	0.17%
FUND 42 DEBT SERVICE 2002 SERIES				
R 42-010-101 PROPERTY TAX - CURRENT SECU	\$0.00	\$23.14	\$0.00	0.00%
R 42-010-102 PROPERTY TAX CURRENT UNSEC	\$0.00	\$0.00	\$0.00	0.00%
R 42-010-103 PROPERTY TAX PRIOR YEARS	\$0.00	\$0.00	\$0.00	0.00%
R 42-010-110 SUPPLEMENTAL PROPERTY TAXE	\$0.00	\$1,032.18	\$0.00	0.00%
R 42-010-112 ERAF EXCESS	\$0.00	\$0.00	\$0.00	0.00%
R 42-010-115 MEASURE K PROCEEDS	\$0.00	\$0.00	\$0.00	0.00%
R 42-060-607 SECURED HOMEOWNERS EXEMP	\$0.00	\$0.00	\$0.00	0.00%
FUND 42 DEBT SERVICE 2002 SERIES	\$0.00	\$1,055.32	\$0.00	0.00%
FUND 43 DEBT SERVICE 2006 SERIES				
R 43-010-100 PROPERTY TAX	\$0.00	\$18.63	\$0.00	0.00%
R 43-010-101 PROPERTY TAX - CURRENT SECU	\$0.00	\$0.00	\$0.00	0.00%
R 43-010-102 PROPERTY TAX CURRENT UNSEC	\$0.00	\$0.00	\$0.00	0.00%
R 43-010-103 PROPERTY TAX PRIOR YEARS	\$0.00	\$0.00	\$0.00	0.00%
R 43-010-110 SUPPLEMENTAL PROPERTY TAXE	\$0.00	\$830.94	\$0.00	0.00%
R 43-050-500 INTEREST EARNINGS	\$0.00	\$0.00	\$0.00	0.00%
R 43-060-607 SECURED HOMEOWNERS EXEMP	\$0.00	\$0.00	\$0.00	0.00%

TOWN OF FAIRFAX

Revenue Detail by Fund

Current Period: NOVEMBER 09-10

Account Descr	09-10 YTD Budget	09-10 YTD Amt	NOVEMBER 09-10 Amt	% of Budget
FUND 43 DEBT SERVICE 2006 SERIES	\$0.00	\$849.57	\$0.00	0.00%
FUND 49 EMERGENCY WATERSHED PROTECTION				
R 49-060-900 OTHER REVENUE	\$0.00	\$0.00	\$0.00	0.00%
R 49-090-904 OTHER REVENUES	\$0.00	\$0.00	\$0.00	0.00%
FUND 49 EMERGENCY WATERSHED PROTECTION	\$0.00	\$0.00	\$0.00	0.00%
FUND 50 FAIRFAX CREEK RESTORATION				
R 50-070-875 DWR GRANT	\$0.00	\$0.00	\$0.00	0.00%
R 50-090-699 OTHER	\$0.00	\$0.00	\$0.00	0.00%
R 50-090-904 OTHER REVENUES	\$0.00	\$0.00	\$0.00	0.00%
R 50-100-900 OTHER REVENUE	\$0.00	\$0.00	\$0.00	0.00%
R 50-100-931 GENERAL FUND TRANSFER IN	\$0.00	\$0.00	\$0.00	0.00%
R 50-100-941 MEAS F FUND TRANSFER IN	\$0.00	\$0.00	\$0.00	0.00%
FUND 50 FAIRFAX CREEK RESTORATION	\$0.00	\$0.00	\$0.00	0.00%
FUND 51 CAPITAL PROJECTS- GRANTS				
R 51-010-112 ERAF EXCESS	\$0.00	\$0.00	\$0.00	0.00%
R 51-030-320 ROAD IMPACT FEES	\$0.00	\$0.00	\$0.00	0.00%
R 51-050-500 INTEREST EARNINGS	\$0.00	\$0.00	\$0.00	0.00%
R 51-050-502 INVESTMENT EARNINGS	\$0.00	\$0.00	\$0.00	0.00%
R 51-060-113 RUNOFF CHARGE	\$0.00	\$0.00	\$0.00	0.00%
R 51-060-608 GAS TAX 2105	\$0.00	\$0.00	\$0.00	0.00%
R 51-060-920 MEASURE A-TRANS AUTH OF MAR	\$102,500.00	\$0.00	\$0.00	0.00%
R 51-070-621 STORM DAMAGE - COUNTY	\$0.00	\$0.00	\$0.00	0.00%
R 51-070-699 OTHER	\$286,798.00	\$0.00	\$0.00	0.00%
R 51-070-701 STATE PARK GRANT	\$0.00	\$0.00	\$0.00	0.00%
R 51-070-704 RECYCLING GRANT	\$0.00	\$0.00	\$0.00	0.00%
R 51-070-721 CENTER BLVD REDESIGN	\$0.00	\$0.00	\$0.00	0.00%
R 51-070-724 SFD PAVEMENT REPAIRS	\$0.00	\$0.00	\$0.00	0.00%
R 51-070-738 TRAFFIC CONGESTION	\$0.00	\$0.00	\$0.00	0.00%
R 51-070-858 SAFE ROUTES REV	\$0.00	\$0.00	\$0.00	0.00%
R 51-070-864 2002 PARKS BOND ACT	\$111,374.00	\$0.00	\$0.00	0.00%
R 51-070-865 SFD SIDEWALK IMPROVEMENT	\$144,044.00	\$0.00	\$0.00	0.00%
R 51-070-866 PERI PARK COUNTY GRANT	\$0.00	\$0.00	\$0.00	0.00%
R 51-070-868 BICYCLE RACK INSTALLATION RE	\$0.00	\$0.00	\$0.00	0.00%
R 51-090-699 OTHER	\$60,572.00	\$0.00	\$0.00	0.00%
R 51-090-904 OTHER REVENUES	\$0.00	\$0.00	\$0.00	0.00%
R 51-100-931 GENERAL FUND TRANSFER IN	\$55,000.00	\$0.00	\$0.00	0.00%
R 51-100-941 MEAS F FUND TRANSFER IN	\$68,000.00	\$0.00	\$0.00	0.00%
R 51-100-942 GAS TAX FUND TRANSFER IN	\$67,900.00	\$0.00	\$0.00	0.00%
R 51-100-951 TOWN CIP FUND TRANSFER IN	\$0.00	\$0.00	\$0.00	0.00%
FUND 51 CAPITAL PROJECTS- GRANTS	\$896,188.00	\$0.00	\$0.00	0.00%
FUND 52 CAPITAL PROJECTS- STORM				
R 52-060-746 2005 - STORM D. - REIMB.- FEMA	\$623,977.00	\$446,931.96	\$235,481.12	71.63%
FUND 52 CAPITAL PROJECTS- STORM	\$623,977.00	\$446,931.96	\$235,481.12	71.63%
FUND 53 CAPITAL PROJECTS - TOWN				
R 53-010-112 ERAF EXCESS	\$0.00	\$0.00	\$0.00	0.00%
R 53-010-920 MEASURE A-TRANS AUTH OF MAR	\$76,190.00	\$0.00	\$0.00	0.00%
R 53-030-321 PLANING INFRASTRUCT IMPROV F	\$0.00	\$0.00	\$0.00	0.00%
R 53-060-113 RUNOFF CHARGE	\$0.00	\$0.00	\$0.00	0.00%
R 53-060-608 GAS TAX 2105	\$50,000.00	\$0.00	\$0.00	0.00%
R 53-060-865 SFD SIDEWALK IMPROVEMENT	\$0.00	\$0.00	\$0.00	0.00%
R 53-060-920 MEASURE A-TRANS AUTH OF MAR	\$0.00	\$0.00	\$0.00	0.00%

TOWN OF FAIRFAX

Revenue Detail by Fund

Current Period: NOVEMBER 09-10

Account Descr	09-10 YTD Budget	09-10 YTD Amt	NOVEMBER 09-10 Amt	% of Budget
R 53-060-921 COUNTY - EMER. WARNING SYSTE	\$11,044.00	\$0.00	\$0.00	0.00%
R 53-090-699 OTHER	\$97,000.00	\$15,675.00	\$0.00	16.16%
R 53-090-904 OTHER REVENUES	\$77,200.00	\$24,804.00	\$0.00	32.13%
FUND 53 CAPITAL PROJECTS - TOWN	\$311,434.00	\$40,479.00	\$0.00	13.00%
FUND 54 PAVILION RENOVATION FUND				
R 54-050-500 INTEREST EARNINGS	\$0.00	\$0.00	\$0.00	0.00%
R 54-050-502 INVESTMENT EARNINGS	\$0.00	\$0.00	\$0.00	0.00%
R 54-050-998 PRIOR YEAR	\$0.00	\$0.00	\$0.00	0.00%
R 54-070-736 PAVILION RENOVATION	\$0.00	\$0.00	\$0.00	0.00%
FUND 54 PAVILION RENOVATION FUND	\$0.00	\$0.00	\$0.00	0.00%
FUND 55 MEASURE K FUND				
R 55-010-115 MEASURE K PROCEEDS	\$319,000.00	\$0.00	\$0.00	0.00%
R 55-050-500 INTEREST EARNINGS	\$20,000.00	\$0.00	\$0.00	0.00%
R 55-050-502 INVESTMENT EARNINGS	\$0.00	\$0.00	\$0.00	0.00%
R 55-050-505 UNREALIZED GAIN/LOSS LAIF	\$0.00	\$0.00	\$0.00	0.00%
R 55-050-998 PRIOR YEAR	\$135,000.00	\$0.00	\$0.00	0.00%
R 55-090-911 BOND PROCEEDS	\$0.00	\$0.00	\$0.00	0.00%
FUND 55 MEASURE K FUND	\$474,000.00	\$0.00	\$0.00	0.00%
FUND 73 OPEN SPACE FUND				
R 73-050-500 INTEREST EARNINGS	\$0.00	\$0.00	\$0.00	0.00%
R 73-070-815 COUNTY OPEN SPACE GRANT	\$0.00	\$0.00	\$0.00	0.00%
R 73-070-816 GENERAL DONATIONS	\$3,000.00	\$0.00	\$0.00	0.00%
R 73-070-817 WALL PROPERTY DONATIONS	\$0.00	\$0.00	\$0.00	0.00%
R 73-090-904 OTHER REVENUES	\$0.00	\$0.00	\$0.00	0.00%
FUND 73 OPEN SPACE FUND	\$3,000.00	\$0.00	\$0.00	0.00%
FUND 91 INSURANCE FUND				
R 91-050-502 INVESTMENT EARNINGS	\$0.00	\$0.00	\$0.00	0.00%
R 91-090-991 WORKERS COMP CONTRIB	\$0.00	\$0.00	\$0.00	0.00%
R 91-090-992 LIABILITY CONTRIB	\$0.00	\$0.00	\$0.00	0.00%
R 91-090-993 CHARGES SERVICES	\$0.00	\$0.00	\$0.00	0.00%
R 91-090-994 CLAIM RECOVERIES	\$0.00	\$0.00	\$0.00	0.00%
FUND 91 INSURANCE FUND	\$0.00	\$0.00	\$0.00	0.00%
	\$9,170,708.00	\$1,434,578.90	\$367,272.99	15.64%

TOWN OF FAIRFAX
***Expenditure Summary**

FUND	Description	09-10 YTD Budget	NOVEMBER 09- 10 Amt	09-10 YTD Amt	Enc Current	Balance	% of Budget
01	GENERAL FUND	\$6,938,872.00	\$360,942.39	\$2,866,229.85	\$0.00	\$4,072,642.15	41.31%
02	DRY PERIOD FINANCING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
03	EQUIPMENT REPLACEMENT	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00	0.00%
04	BUILDING & PLANNING	\$293,250.00	\$0.00	\$0.00	\$0.00	\$293,250.00	0.00%
05	COMMUNICATION EQUIP REP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
06	RETIREMENT FUND	\$1,221,689.00	\$0.00	\$0.00	\$0.00	\$1,221,689.00	0.00%
07	SPECIAL POLICE REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
08	OFFICE EQUIPMENT REPLAC	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	0.00%
11	YOUTH RECREATION FUND	\$19,000.00	\$6,000.00	\$8,196.30	\$0.00	\$10,803.70	43.14%
12	FAIRFAX FESTIVAL FUND	\$25,000.00	\$0.00	\$6,193.39	\$0.00	\$18,806.61	24.77%
20	MEASURE F TAX FUND	\$465,000.00	\$0.00	\$0.00	\$0.00	\$465,000.00	0.00%
21	GAS TAX FUND	\$212,400.00	\$0.00	\$0.00	\$0.00	\$212,400.00	0.00%
41	DEBT SERVICE 2000 SERIES	\$146,266.00	\$0.00	\$148,024.80	\$0.00	-\$1,758.80	101.20%
42	DEBT SERVICE 2002 SERIES	\$182,165.00	\$0.00	\$120,282.50	\$0.00	\$61,882.50	66.03%
43	DEBT SERVICE 2006 SERIES	\$150,550.00	\$0.00	\$69,297.95	\$0.00	\$81,252.05	46.03%
44	DEBT SERVICE 2008 SERIES	\$0.00	\$0.00	\$1,220.00	\$0.00	-\$1,220.00	0.00%
49	EMERGENCY WATERSHED P	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
50	FAIRFAX CREEK RESTORATIO	\$0.00	\$37.50	\$37.50	\$0.00	-\$37.50	0.00%
51	CAPITAL PROJECTS- GRANTS	\$798,088.00	\$9,438.14	\$95,390.06	\$0.00	\$702,697.94	11.95%
52	CAPITAL PROJECTS- STORM	\$623,978.00	\$115,408.43	\$164,877.38	\$0.00	\$459,100.62	26.42%
53	CAPITAL PROJECTS - TOWN	\$235,243.00	\$752.22	\$116,420.38	\$0.00	\$118,822.62	49.49%
54	PAVILION RENOVATION FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
55	MEASURE K FUND	\$474,700.00	\$22,860.17	\$109,208.04	\$0.00	\$365,491.96	23.01%
73	OPEN SPACE FUND	\$0.00	\$0.00	\$1,000.00	\$0.00	-\$1,000.00	0.00%
		\$11,854,201.00	\$515,438.85	\$3,706,378.15	\$0.00	\$8,147,822.85	31.27%

TOWN OF FAIRFAX
***Expenditure Guideline©**

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Current Period: NOVEMBER 09-10

Act Status	Account of Budget	YTD Descr	YTD Budget	MTD Amount	Enc Amount	Current	% Balance
Fund 01 GENERAL FUND							
DEPT 111 TOWN COUNCIL							
		<i>DEPT 111 TOWN COUNCIL</i>	\$26,200.00	\$10,726.68	\$2,120.26	\$0.00	\$15,473.32 40.94%
DEPT 112 TREASURER							
		<i>DEPT 112 TREASURER</i>	\$4,935.00	\$2,587.21	\$300.00	\$0.00	\$2,347.79 52.43%
DEPT 116 AUDITOR							
		<i>DEPT 116 AUDITOR</i>	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00 0.00%
DEPT 121 TOWN ATTORNEY							
		<i>DEPT 121 TOWN ATTORNEY</i>	\$90,000.00	\$51,923.47	\$0.00	\$0.00	\$38,076.53 57.69%
DEPT 211 TOWN MANAGER							
		<i>DEPT 211 TOWN MANAGER</i>	\$203,460.00	\$86,478.63	\$16,735.01	\$0.00	\$116,981.37 42.50%
DEPT 216 VOLUNTEERS FOR FAIRFAX							
		<i>DEPT 216 VOLUNTEERS FOR FAIRFAX</i>	\$22,170.00	\$8,259.30	\$1,666.79	\$0.00	\$13,910.70 37.25%
DEPT 217 RECREATION							
		<i>DEPT 217 RECREATION</i>	\$21,440.00	\$8,174.85	\$1,489.13	\$0.00	\$13,265.15 38.13%
DEPT 218 DISASTER COUNCIL							
		<i>DEPT 218 DISASTER COUNCIL</i>	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00 0.00%
DEPT 221 TOWN CLERK							
		<i>DEPT 221 TOWN CLERK</i>	\$133,354.00	\$54,875.68	\$11,121.56	\$0.00	\$78,478.32 41.15%
DEPT 222 ELECTIONS							
		<i>DEPT 222 ELECTIONS</i>	\$8,600.00	\$96.00	\$0.00	\$0.00	\$8,504.00 1.12%
DEPT 231 PERSONNEL							
		<i>DEPT 231 PERSONNEL</i>	\$7,800.00	\$115.98	\$115.98	\$0.00	\$7,684.02 1.49%
DEPT 241 FINANCE							
		<i>DEPT 241 FINANCE</i>	\$245,062.00	\$117,512.75	\$21,017.02	\$0.00	\$127,549.25 47.95%
DEPT 311 PLANNING							
		<i>DEPT 311 PLANNING</i>	\$398,262.00	\$157,174.75	\$29,068.99	\$0.00	\$241,087.25 39.47%
DEPT 321 BUILDING INSPECTION							
		<i>DEPT 321 BUILDING INSPECTION</i>	\$160,308.00	\$51,830.46	\$9,830.33	\$0.00	\$108,477.54 32.33%
DEPT 411 POLICE							
		<i>DEPT 411 POLICE</i>	\$2,560,977.00	\$1,070,981.40	\$202,452.48	\$0.00	\$1,489,995.60 41.82%
DEPT 412 SPECIAL POLICE REV EXPENDITURE							
		<i>DEPT 412 SPECIAL POLICE REV</i>	\$5,300.00	\$0.00	\$0.00	\$0.00	\$5,300.00 0.00%

TOWN OF FAIRFAX
***Expenditure Guideline©**

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Current Period: NOVEMBER 09-10

Act Status	Account of Budget	YTD Descr	YTD Budget	MTD Amount	Enc Amount	Current	% Balance
DEPT 421 FIRE							
		<i>DEPT 421 FIRE</i>	\$1,739,733.00	\$707,420.96	\$267.38	\$0.00	\$1,032,312.04 40.66%
DEPT 510 PUBLIC WORKS ADMINISTRATION							
		<i>DEPT 510 PUBLIC WORKS ADMINISTRATION</i>	\$142,464.00 \$81,952.16	\$16,102.89	\$0.00	\$60,511.84	57.52%
DEPT 511 STREET MAINTENANCE							
		<i>DEPT 511 STREET MAINTENANCE</i>	\$333,843.00	\$102,536.54	\$22,883.97	\$0.00	\$231,306.46 30.71%
DEPT 512 STREET LIGHTING							
		<i>DEPT 512 STREET LIGHTING</i>	\$50,600.00	\$18,288.64	\$0.00	\$0.00	\$32,311.36 36.14%
DEPT 513 STORM DAMAGE - FEMA							
		<i>DEPT 513 STORM DAMAGE - FEMA</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 0.00%
DEPT 514 POLLUTION PREVENTION							
		<i>DEPT 514 POLLUTION PREVENTION</i>	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00 0.00%
DEPT 515 STORM DAMAGE - TOWN HALL							
		<i>DEPT 515 STORM DAMAGE - TOWN HALL</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 0.00%
DEPT 516 STORM DAMAGE - YOUTH CENTER							
		<i>DEPT 516 STORM DAMAGE - YOUTH CENTER</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 0.00%
DEPT 517 STORM DAMAGE - FIRE HOUSE							
		<i>DEPT 517 STORM DAMAGE - FIRE HOUSE</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 0.00%
DEPT 518 STORM DAMAGE - FEMA 4-11-06							
		<i>DEPT 518 STORM DAMAGE - FEMA 4-11-06</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 0.00%
DEPT 520 FEMA CIP PROJECTS							
		<i>DEPT 520 FEMA CIP PROJECTS</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 0.00%
DEPT 611 PARK MAINTENANCE							
		<i>DEPT 611 PARK MAINTENANCE</i>	\$134,867.00	\$48,423.26	\$7,417.24	\$0.00	\$86,443.74 35.90%
DEPT 625 RENTAL FACILITIES-WOMEN'S CLUB							
		<i>DEPT 625 RENTAL FACILITIES-WOMEN'S CLUB</i>	\$48,546.00	\$14,301.31	\$2,224.88	\$0.00	\$34,244.69 29.46%
DEPT 626 RENTAL FACILITIES-PAVILION							
		<i>DEPT 626 RENTAL FACILITIES-PAVILION</i>	\$38,426.00	\$12,312.28	\$2,267.65	\$0.00	\$26,113.72 32.04%
DEPT 711 MEMB. & COMM. PROMOTION							
		<i>DEPT 711 MEMB. & COMM. PROMOTION</i>	\$0.00	\$1,897.00	\$0.00	\$0.00	-\$1,897.00 0.00%
DEPT 715 MISCELLANEOUS							
		<i>DEPT 715 MISCELLANEOUS</i>	\$515,021.00	\$263,382.48	\$13,860.83	\$0.00	\$251,638.52 51.14%
DEPT 911 BUILDING MAINTENANCE							
		<i>DEPT 911 BUILDING MAINTENANCE</i>	\$1,904.00	-\$5,021.94	\$0.00	\$0.00	\$6,925.94 -263.76%
		<i>Fund 01 GENERAL FUND</i>	\$6,938,872.00	\$2,866,229.85	\$360,942.39	\$0.00	\$4,072,642.15 41.31%

TOWN OF FAIRFAX

Expenditure Detail By Fund

Current Period: NOVEMBER 09-10

OBJECT	OBJECT Descr	09-10 YTD Budget	09-10 YTD Amt	NOVEMBER 09-10 Amt	Balance	% of Budget
FUND 01 GENERAL FUND						
401	REGULAR SALARIES - MISC	\$1,374,821.00	\$565,010.25	\$117,561.39	\$809,810.75	41.10%
402	REGULAR SALARIES - SAFETY	\$927,823.00	\$361,917.40	\$74,383.48	\$565,905.60	39.01%
411	REG PART TIME SALARIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
415	ACCRUED VACATION AND CO	\$9,000.00	\$0.00	\$0.00	\$9,000.00	0.00%
421	TEMP. EMPLOYEES	\$67,286.00	\$59,031.19	\$18,185.43	\$8,254.81	87.73%
431	GRANT EMPLOYEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
441	SOLO PAY	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
461	OVERTIME PAY	\$126,988.00	\$78,309.35	\$15,661.87	\$48,678.65	61.67%
481	HOLIDAY PAY	\$47,000.00	\$0.00	\$0.00	\$47,000.00	0.00%
491	HEALTH INSURANCE	\$388,312.00	\$142,475.58	\$35,240.09	\$245,836.42	36.69%
492	WORKERS COMPENSATION	\$49,385.00	\$0.00	\$0.00	\$49,385.00	0.00%
493	RETIREMENT	\$1,221,690.00	\$444,248.89	\$61,504.33	\$777,441.11	36.36%
494	MEDICARE MATCH	\$31,816.00	\$14,050.70	\$2,810.14	\$17,765.30	44.16%
495	SOCIAL SECURITY	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
496	UNEMPLOYMENT INSURANCE	\$0.00	\$996.00	\$996.00	-\$996.00	0.00%
497	PAYROLL TRANSFER	-\$29,100.00	\$0.00	\$0.00	-\$29,100.00	0.00%
498	WORKERS COMP REIMBURSE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
511	TRAVEL/CONF/COUR	\$3,000.00	\$275.78	\$0.00	\$2,724.22	9.19%
521	MEMBERSHIP/DUES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
611	AUTO ALLOWANCE	\$4,200.00	\$1,750.00	\$350.00	\$2,450.00	41.67%
621	RESERVE FOR VEHICLE REPL	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
631	RESERVE FOR COMM EQUIP	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
636	RESERVE FOR OFF EQUIP RE	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
637	RESERVE COMPUTER REPLA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
641	EQUIPMENT RENTAL	\$1,500.00	\$73.03	\$0.00	\$1,426.97	4.87%
651	RENTAL NON EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
711	OFFICE EQUIPMENT MAINTEN	\$4,400.00	\$440.00	\$0.00	\$3,960.00	10.00%
712	COMP EQUIP MAINT	\$15,500.00	\$6,943.24	\$363.74	\$8,556.76	44.80%
721	FIELD EQUIPMENT MAINTENA	\$3,800.00	\$561.96	\$128.53	\$3,238.04	14.79%
722	VEHICLE MAINTENANCE	\$57,500.00	\$16,934.60	\$3,484.92	\$40,565.40	29.45%
723	COMM. EQUIPMENT MAINTEN	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
724	FIRE DEPT DEBT SERVICE	\$28,916.00	\$28,915.87	\$0.00	\$0.13	100.00%
725	MERA DEBT SERVICE	\$52,000.00	\$47,256.95	\$0.00	\$4,743.05	90.88%
726	MERA MEMBERSHIP FEE	\$35,000.00	\$32,874.00	\$0.00	\$2,126.00	93.93%
731	BUILDING AND GROUNDS MAI	-\$19,859.00	\$532.00	\$135.00	-\$20,391.00	-2.68%
801	WATER	\$17,700.00	\$8,825.01	\$73.94	\$8,874.99	49.86%
802	POWER GAS & ELECTRIC	\$54,525.00	\$13,949.50	\$0.00	\$40,575.50	25.58%
803	DUMP FEES	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
804	TELEPHONE	\$28,250.00	\$9,411.08	\$799.88	\$18,838.92	33.31%
811	POSTAGE	\$7,900.00	\$2,091.89	\$35.19	\$5,808.11	26.48%
812	REPRODUCTION	\$2,600.00	\$2,089.43	\$0.00	\$510.57	80.36%
813	OFFICE SUPPLIES	\$9,770.00	\$3,625.92	\$783.79	\$6,144.08	37.11%
814	LEGAL PUBS & ADS	\$1,450.00	\$96.00	\$0.00	\$1,354.00	6.62%
815	PRINTING	\$6,300.00	\$1,225.59	\$0.00	\$5,074.41	19.45%
821	OUTSIDE CONSULTING SERVI	\$362,428.00	\$136,076.51	\$14,106.33	\$226,351.49	37.55%
822	CONTRACTED SVCS/MEMBER	\$380,523.00	\$281,519.44	\$5,159.13	\$99,003.56	73.98%
827	CONSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
841	SMALL TOOLS	\$4,600.00	\$94.87	\$9.80	\$4,505.13	2.06%
842	SPECIAL DEPT SUPPLIES	\$97,481.00	\$15,216.96	\$3,194.79	\$82,264.04	15.61%
851	CLOTHING/PERSONAL ITEMS	\$14,150.00	\$562.85	\$411.59	\$13,587.15	3.98%
861	BUS MTGS/CONFERENCES/TR	\$10,450.00	\$353.02	\$0.00	\$10,096.98	3.38%
862	DUES AND SUBSCRIPTIONS	\$11,265.00	\$6,258.40	\$53.15	\$5,006.60	55.56%
871	INSURANCE	\$84,873.00	\$247.46	\$0.00	\$84,625.54	0.29%
881	SPECIAL SERVICES	\$1,306,329.00	\$541,379.95	\$0.00	\$764,949.05	41.44%
882	FAIRFAX FESTIVAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
883	P.O.S.T.	\$7,000.00	\$1,054.70	\$0.00	\$5,945.30	15.07%
889	BOOKING FEES	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0.00%
890	MISCELLANEOUS	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0.00%

TOWN OF FAIRFAX

Expenditure Detail By Fund

Current Period: NOVEMBER 09-10

OBJECT	OBJECT Descr	09-10 YTD Budget	09-10 YTD Amt	NOVEMBER 09-10 Amt	Balance	% of Budget
891	CLAIMS SETTLEMENTS	\$25,000.00	\$29,044.60	\$0.00	-\$4,044.60	116.18%
895	TRAN INTEREST EXPENSE	\$10,000.00	\$10,509.88	\$5,509.88	-\$509.88	105.10%
902	TRANSFER TO 02-DRY PERIO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
903	TRANSFER TO 03-EQUIP. REP	\$60,000.00	\$0.00	\$0.00	\$60,000.00	0.00%
911	OFFICE EQUIPMENT - CAPITAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
919	SLESF 98/99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
921	FIELD EQUIPMENT - CAPITAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
926	CLEEP	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
927	SLESF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
929	RACIAL PROFILING GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
931	BUILDINGS AND LANDS - CAPI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
932	STAR PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
933	COMM.EMERGENCY R. T.	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
950	TRANSFER TO 50-CREEK RES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
951	TRANSFER TO 51-CIP GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
952	TRANSFER TO 52-CIP STORM	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
953	TRANSFER TO 53-CIP ROAD I	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
955	TRANSFER TO 55-MEASURE K	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
961	TRANSFER TO 11-RECREATIO	\$18,000.00	\$0.00	\$0.00	\$18,000.00	0.00%
998	PRIOR YEAR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 01 GENERAL FUND		\$6,938,872.00	\$2,866,229.85	\$360,942.39	\$4,072,642.15	41.31%
FUND 02 DRY PERIOD FINANCING						
971	TRANSFER TO 01-GENERAL F	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 02 DRY PERIOD FINANCING		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 03 EQUIPMENT REPLACEMENT						
921	FIELD EQUIPMENT - CAPITAL	\$60,000.00	\$0.00	\$0.00	\$60,000.00	0.00%
FUND 03 EQUIPMENT REPLACEMENT		\$60,000.00	\$0.00	\$0.00	\$60,000.00	0.00%
FUND 04 BUILDING & PLANNING						
451	CONTRACT EMPLOYEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
821	OUTSIDE CONSULTING SERVI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
822	CONTRACTED SVCS/MEMBER	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
951	TRANSFER TO 51-CIP GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
953	TRANSFER TO 53-CIP ROAD I	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
971	TRANSFER TO 01-GENERAL F	\$293,250.00	\$0.00	\$0.00	\$293,250.00	0.00%
FUND 04 BUILDING & PLANNING		\$293,250.00	\$0.00	\$0.00	\$293,250.00	0.00%
FUND 05 COMMUNICATION EQUIP REPLACE						
910	COMM EQUIPMENT - CAPITAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 05 COMMUNICATION EQUIP REPLACE		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 06 RETIREMENT FUND						
971	TRANSFER TO 01-GENERAL F	\$1,221,689.00	\$0.00	\$0.00	\$1,221,689.00	0.00%
FUND 06 RETIREMENT FUND		\$1,221,689.00	\$0.00	\$0.00	\$1,221,689.00	0.00%
FUND 07 SPECIAL POLICE REVENUE						
842	SPECIAL DEPT SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
971	TRANSFER TO 01-GENERAL F	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 07 SPECIAL POLICE REVENUE		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 08 OFFICE EQUIPMENT REPLACEMENT						
911	OFFICE EQUIPMENT - CAPITAL	\$8,000.00	\$0.00	\$0.00	\$8,000.00	0.00%

TOWN OF FAIRFAX

Expenditure Detail By Fund

Current Period: NOVEMBER 09-10

OBJECT	OBJECT Descr	09-10 YTD Budget	09-10 YTD Amt	NOVEMBER 09-10 Amt	Balance	% of Budget
FUND 08	OFFICE EQUIPMENT REPLACEMENT	\$8,000.00	\$0.00	\$0.00	\$8,000.00	0.00%
FUND 11	YOUTH RECREATION FUND					
804	TELEPHONE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
821	OUTSIDE CONSULTING SERVI	\$18,000.00	\$7,500.00	\$6,000.00	\$10,500.00	41.67%
842	SPECIAL DEPT SUPPLIES	\$1,000.00	\$696.30	\$0.00	\$303.70	69.63%
FUND 11	YOUTH RECREATION FUND	\$19,000.00	\$8,196.30	\$6,000.00	\$10,803.70	43.14%
FUND 12	FAIRFAX FESTIVAL FUND					
497	PAYROLL TRANSFER	\$11,000.00	\$506.52	\$0.00	\$10,493.48	4.60%
815	PRINTING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
882	FAIRFAX FESTIVAL	\$14,000.00	\$5,686.87	\$0.00	\$8,313.13	40.62%
998	PRIOR YEAR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 12	FAIRFAX FESTIVAL FUND	\$25,000.00	\$6,193.39	\$0.00	\$18,806.61	24.77%
FUND 20	MEASURE F TAX FUND					
950	TRANSFER TO 50-CREEK RES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
951	TRANSFER TO 51-CIP GRANTS	\$68,000.00	\$0.00	\$0.00	\$68,000.00	0.00%
953	TRANSFER TO 53-CIP ROAD I	\$49,000.00	\$0.00	\$0.00	\$49,000.00	0.00%
971	TRANSFER TO 01-GENERAL F	\$348,000.00	\$0.00	\$0.00	\$348,000.00	0.00%
FUND 20	MEASURE F TAX FUND	\$465,000.00	\$0.00	\$0.00	\$465,000.00	0.00%
FUND 21	GAS TAX FUND					
951	TRANSFER TO 51-CIP GRANTS	\$67,900.00	\$0.00	\$0.00	\$67,900.00	0.00%
953	TRANSFER TO 53-CIP ROAD I	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
971	TRANSFER TO 01-GENERAL F	\$144,500.00	\$0.00	\$0.00	\$144,500.00	0.00%
FUND 21	GAS TAX FUND	\$212,400.00	\$0.00	\$0.00	\$212,400.00	0.00%
FUND 41	DEBT SERVICE 2000 SERIES					
822	CONTRACTED SVCS/MEMBER	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
871	INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
995	BOND PRINCIPAL	\$35,000.00	\$55,000.00	\$0.00	-\$20,000.00	157.14%
996	BOND INTEREST	\$111,266.00	\$93,024.80	\$0.00	\$18,241.20	83.61%
998	PRIOR YEAR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 41	DEBT SERVICE 2000 SERIES	\$146,266.00	\$148,024.80	\$0.00	-\$1,758.80	101.20%
FUND 42	DEBT SERVICE 2002 SERIES					
871	INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
995	BOND PRINCIPAL	\$45,000.00	\$40,000.00	\$0.00	\$5,000.00	88.89%
996	BOND INTEREST	\$137,165.00	\$80,282.50	\$0.00	\$56,882.50	58.53%
FUND 42	DEBT SERVICE 2002 SERIES	\$182,165.00	\$120,282.50	\$0.00	\$61,882.50	66.03%
FUND 43	DEBT SERVICE 2006 SERIES					
994	BOND ISSUE & ADMIN COSTS	\$0.00	\$500.00	\$0.00	-\$500.00	0.00%
995	BOND PRINCIPAL	\$60,000.00	\$35,000.00	\$0.00	\$25,000.00	58.33%
996	BOND INTEREST	\$90,550.00	\$33,797.95	\$0.00	\$56,752.05	37.33%
FUND 43	DEBT SERVICE 2006 SERIES	\$150,550.00	\$69,297.95	\$0.00	\$81,252.05	46.03%
FUND 44	DEBT SERVICE 2008 SERIES					
871	INSURANCE	\$0.00	\$1,220.00	\$0.00	-\$1,220.00	0.00%
FUND 44	DEBT SERVICE 2008 SERIES	\$0.00	\$1,220.00	\$0.00	-\$1,220.00	0.00%
FUND 49	EMERGENCY WATERSHED PROTECTION					
826	ENGINEERING & DESIGN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

TOWN OF FAIRFAX

Expenditure Detail By Fund

Current Period: NOVEMBER 09-10

OBJECT	OBJECT Descr	09-10 YTD Budget	09-10 YTD Amt	NOVEMBER 09-10 Amt	Balance	% of Budget
827	CONSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
890	MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 49 EMERGENCY WATERSHED PROTECTI		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 50 FAIRFAX CREEK RESTORATION						
497	PAYROLL TRANSFER	\$0.00	\$37.50	\$37.50	-\$37.50	0.00%
821	OUTSIDE CONSULTING SERVI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
825	ENVIRONMENTAL & PERMITS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
826	ENGINEERING & DESIGN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
827	CONSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
828	CONSTRUCTION ENGINEERIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 50 FAIRFAX CREEK RESTORATION		\$0.00	\$37.50	\$37.50	-\$37.50	0.00%
FUND 51 CAPITAL PROJECTS- GRANTS						
401	REGULAR SALARIES - MISC	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
421	TEMP. EMPLOYEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
495	SOCIAL SECURITY	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
497	PAYROLL TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
821	OUTSIDE CONSULTING SERVI	\$79,809.00	\$46,886.42	\$0.00	\$32,922.58	58.75%
825	ENVIRONMENTAL & PERMITS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
826	ENGINEERING & DESIGN	\$79,809.00	\$6,884.53	\$151.89	\$72,924.47	8.63%
827	CONSTRUCTION	\$638,470.00	\$41,619.11	\$9,286.25	\$596,850.89	6.52%
828	CONSTRUCTION ENGINEERIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
842	SPECIAL DEPT SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
881	SPECIAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
921	FIELD EQUIPMENT - CAPITAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
923	CLETEP	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
931	BUILDINGS AND LANDS - CAPI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
999	SUSPENSE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 51 CAPITAL PROJECTS- GRANTS		\$798,088.00	\$95,390.06	\$9,438.14	\$702,697.94	11.95%
FUND 52 CAPITAL PROJECTS- STORM						
497	PAYROLL TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
821	OUTSIDE CONSULTING SERVI	\$62,398.00	\$76,939.08	\$27,484.43	-\$14,541.08	123.30%
826	ENGINEERING & DESIGN	\$62,398.00	\$14.30	\$0.00	\$62,383.70	0.02%
827	CONSTRUCTION	\$499,182.00	\$87,924.00	\$87,924.00	\$411,258.00	17.61%
842	SPECIAL DEPT SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
871	INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 52 CAPITAL PROJECTS- STORM		\$623,978.00	\$164,877.38	\$115,408.43	\$459,100.62	26.42%
FUND 53 CAPITAL PROJECTS - TOWN						
401	REGULAR SALARIES - MISC	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
821	OUTSIDE CONSULTING SERVI	\$23,524.00	\$21,597.20	\$0.00	\$1,926.80	91.81%
825	ENVIRONMENTAL & PERMITS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
826	ENGINEERING & DESIGN	\$23,524.00	\$2,000.00	\$0.00	\$21,524.00	8.50%
827	CONSTRUCTION	\$188,195.00	\$56,526.86	\$752.22	\$131,668.14	30.04%
828	CONSTRUCTION ENGINEERIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
842	SPECIAL DEPT SUPPLIES	\$0.00	\$19,696.32	\$0.00	-\$19,696.32	0.00%
881	SPECIAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
931	BUILDINGS AND LANDS - CAPI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
996	BOND INTEREST	\$0.00	\$16,600.00	\$0.00	-\$16,600.00	0.00%
FUND 53 CAPITAL PROJECTS - TOWN		\$235,243.00	\$116,420.38	\$752.22	\$118,822.62	49.49%
FUND 54 PAVILION RENOVATION FUND						
821	OUTSIDE CONSULTING SERVI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
842	SPECIAL DEPT SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

TOWN OF FAIRFAX

Expenditure Detail By Fund

Current Period: NOVEMBER 09-10

OBJECT	OBJECT Descr	09-10 YTD Budget	09-10 YTD Amt	NOVEMBER 09-10 Amt	Balance	% of Budget
994	BOND ISSUE & ADMIN COSTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 54 PAVILION RENOVATION FUND		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 55 MEASURE K FUND						
497	PAYROLL TRANSFER	\$47,470.00	\$0.00	\$0.00	\$47,470.00	0.00%
821	OUTSIDE CONSULTING SERVI	\$0.00	\$30,810.17	\$22,860.17	-\$30,810.17	0.00%
825	ENVIRONMENTAL & PERMITS	\$47,470.00	\$0.00	\$0.00	\$47,470.00	0.00%
826	ENGINEERING & DESIGN	\$379,760.00	\$1,200.31	\$0.00	\$378,559.69	0.32%
827	CONSTRUCTION	\$0.00	\$77,197.56	\$0.00	-\$77,197.56	0.00%
828	CONSTRUCTION ENGINEERIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
871	INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
951	TRANSFER TO 51-CIP GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
994	BOND ISSUE & ADMIN COSTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
995	BOND PRINCIPAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 55 MEASURE K FUND		\$474,700.00	\$109,208.04	\$22,860.17	\$365,491.96	23.01%
FUND 73 OPEN SPACE FUND						
811	POSTAGE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
812	REPRODUCTION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
871	INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
890	MISCELLANEOUS	\$0.00	\$1,000.00	\$0.00	-\$1,000.00	0.00%
931	BUILDINGS AND LANDS - CAPI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 73 OPEN SPACE FUND		\$0.00	\$1,000.00	\$0.00	-\$1,000.00	0.00%
		\$11,854,201.00	\$3,706,378.15	\$515,438.85	\$8,147,822.85	31.27%

*Check Summary Register©

NOVEMBER 09-10

Name	Check Date	Check Amt	
001105 CHECKING - GENERAL			
Paid Chk# 057086	JUDY ANDERSON	9/30/2008	(\$46.92) Reimbursement 9-27-08 Town Co
Paid Chk# 058508	AT & T MOBILITY (IL)	11/5/2009	\$291.77 PD Wireless Acc#833938520
Paid Chk# 058509	AT & T(CALNET 2)	11/5/2009	\$209.61 M.E.R.A. 2343410303107
Paid Chk# 058510	CARDIAC SCIENCE	11/5/2009	\$291.37 PD Supplies
Paid Chk# 058511	CVS PHARMACY	11/5/2009	\$9.80 PD Supplies Acc#60054320470540
Paid Chk# 058512	GOOD EARTH NATURAL FOODS	11/5/2009	\$400.00 Refund WC 10-29-09 Deposit
Paid Chk# 058513	J.P. COOKE COMPANY	11/5/2009	\$194.68 Daters and Stamp Pads
Paid Chk# 058514	JUDY ANDERSON	11/5/2009	\$91.99 Reimbursement
Paid Chk# 058515	KATHRYN E. PETERSEN	11/5/2009	\$112.07 Refund Permit Fees 181 Toyon D
Paid Chk# 058516	KIT P. KRAUSS	11/5/2009	\$51.00 Refund 2009 Holly Fair Banner
Paid Chk# 058517	LEAH THEDFORD	11/5/2009	\$210.00 Refund Resale Inspection 435 S
Paid Chk# 058518	MARIN CO. HEALTH & HUMAN S	11/5/2009	\$1,250.00 C-Sart Services 10-6-09
Paid Chk# 058519	MARK HOWLETT	11/5/2009	\$411.59 Reimbursement Department Issue
Paid Chk# 058520	OFFICE DEPOT	11/5/2009	\$429.30 Office Supplies
Paid Chk# 058521	PACIFIC DIVERSIFIED SERVICE	11/5/2009	\$400.00 Refund WC Deposit 10-29-09
Paid Chk# 058522	SKYTERRA	11/5/2009	\$73.22 Acc# 1000156901 PD Mobile Acce
Paid Chk# 058523	CAPITAL SOLUTIONS	11/5/2009	\$1,000.00 TH Conference Area Furniture
Paid Chk# 058524	PAIGE HALL	11/10/2009	\$6,345.20 Final Check thru 11/10/09
Paid Chk# 058525	ALHAMBRA & SIERRA SPRINGS	11/13/2009	\$144.32 PD Office Supplies
Paid Chk# 058526	ART'S AUTO REPAIR	11/13/2009	\$814.66 #7 Brakes & Service
Paid Chk# 058527	CHEVRON & TEXACO CARD SER	11/13/2009	\$51.84 Acc#7898191700 Fuel
Paid Chk# 058528	COASTLAND CIVIL ENGINEERIN	11/13/2009	\$32,496.42 Professional Services
Paid Chk# 058529	COMTECH21 (PRESCIENT)	11/13/2009	\$225.28 Long Distance Service 10/20/09
Paid Chk# 058530	CSW/STUBER -STROEH ENGINE	11/13/2009	\$27,578.82 FEMA-Glen Dr Culvert
Paid Chk# 058531	ESRI	11/13/2009	\$8.25 Office Supplies
Paid Chk# 058532	FAIRFAX LUMBER	11/13/2009	\$1,485.57 Maintenance Supplies
Paid Chk# 058533	G NEIL COMPANIES	11/13/2009	\$115.98 Poster Guard Protection 12 Mon
Paid Chk# 058534	GALLS, AN ARAMARCK CO	11/13/2009	\$38.94 PD Supplies
Paid Chk# 058535	GOLDEN GATE PETROLEUM	11/13/2009	\$1,190.59 Fuel
Paid Chk# 058536	GREAT AMERICA LEASING COR	11/13/2009	\$123.18 TH Postage Meter Agr# 025-0323
Paid Chk# 058537	GUY CROW	11/13/2009	\$996.19 Medical Benefit November 2009
Paid Chk# 058538	HOME DEPOT CREDIT SERVICE	11/13/2009	\$210.47 Youth Center Sink
Paid Chk# 058539	HUDA AL-JAMAL	11/13/2009	\$30.00 Merchant Permit Fee Overpaymen
Paid Chk# 058540	INTOXIMETERS, INC.	11/13/2009	\$119.04 PD Supplies
Paid Chk# 058541	J.L. BURKE	11/13/2009	\$8,280.00 Professional Services
Paid Chk# 058542	JOANNE OHEHIR	11/13/2009	\$227.50 PC Workshop Minutes 11-5-09
Paid Chk# 058543	JOE MURPHY	11/13/2009	\$407.30 Medical Retirement November 20
Paid Chk# 058544	JUDY ANDERSON	11/13/2009	\$46.92 Reimbursement 9-27-08 Town Cou
Paid Chk# 058545	MARIN COUNTY TAX COLLECTO	11/13/2009	\$194.00 Injured Animal Program Acc#120
Paid Chk# 058546	MARIN SANITARY SERVICE	11/13/2009	\$4,250.00 October 2009 Street Sweeping
Paid Chk# 058547	MICHAEL PAUL COMPANY INC.	11/13/2009	\$87,924.00 FEMA - Glen DR Culvert
Paid Chk# 058548	MIKE O'REILLY	11/13/2009	\$407.30 Medical Retirement November 20
Paid Chk# 058549	MISSION WOOD PRODUCTS INC	11/13/2009	\$2,157.15 Fire Dept Doors
Paid Chk# 058550	NORMAN W. BUCK	11/13/2009	\$1,995.00 Soundproof Town Manager Office
Paid Chk# 058551	NORTHBAY LIGHTING & ELECTR	11/13/2009	\$201.04 Street Lights and Sensors
Paid Chk# 058552	NOVATO FORD	11/13/2009	\$1,041.43 PD Vehicle Parts & Labor
Paid Chk# 058553	PACIFIC TECHNOLOGY	11/13/2009	\$363.74 CCTV System Services PD
Paid Chk# 058554	PREFERRED BENEFIT INS ADM	11/13/2009	\$3,139.72 Adams, November 2009
Paid Chk# 058555	PURSUIT NORTH	11/13/2009	\$358.90 Radar Trailer Parts & Labor
Paid Chk# 058556	RIO AND ASSOCIATES	11/13/2009	\$630.00 Center BL Landscape Maintenanc
Paid Chk# 058557	SAN RAFAEL BUILDING MAINTE	11/13/2009	\$2,135.00 Janitorial Services October 20
Paid Chk# 058558	SEIU LOCAL 1021	11/13/2009	\$1,001.72 95 Adams, Jack
Paid Chk# 058559	TAMALPAIS PAINT & COLOR	11/13/2009	\$880.75 Town Hall Painting
Paid Chk# 058560	URBAN FORESTRY ASSOCIATE	11/13/2009	\$95.00 FEMA - Glen DR Culvert
Paid Chk# 058561	URETHANE ENGINEERING INC.	11/13/2009	\$915.00 Roof Repairs Youth Center, Fir
Paid Chk# 058562	US BANK (ST. LOUIS, MO)	11/13/2009	\$656.79 TH KYOCERA Copier 620

***Check Summary Register©**

NOVEMBER 09-10

Name	Check Date	Check Amt	
Paid Chk# 058563	WATER COMPONENTS	11/13/2009	\$654.29 75 Canyon
Paid Chk# 058564	STUART BAKER	11/16/2009	\$2,500.00 November 2009 Pay
Paid Chk# 058565	AMITY PRESS	11/20/2009	\$48.35 Council Nameplates Reed & Hart
Paid Chk# 058566	CSAC EXCESS INSURANCE AUT	11/20/2009	\$271.32 Employee Assistance Program Oc
Paid Chk# 058567	EMPLOYMENT DEVELOPMENT D	11/20/2009	\$996.00 Period End June 30 2009 - Ann
Paid Chk# 058568	FAIRFAX YOUTH PROGRAM	11/20/2009	\$6,000.00 July 1, 2009-August 31, 2009 F
Paid Chk# 058569	FERRARO FAIRFAX SERVICE	11/20/2009	\$27.50 PD Unit #3
Paid Chk# 058570	GALLS, AN ARAMARCK CO	11/20/2009	\$63.96 PD Supplies
Paid Chk# 058571	JUDY ANDERSON	11/20/2009	\$70.95 Reimbursement
Paid Chk# 058572	LAK ASSOCIATES, LLC	11/20/2009	\$2,198.30 Fairfax Planning October 2009
Paid Chk# 058573	MARIN COUNTY TAX COLLECTO	11/20/2009	\$11.56 PD Acc#120587
Paid Chk# 058574	MARIN IJ PROCESSING CENTER	11/20/2009	\$53.15 Subscription Renewal 13 Weeks
Paid Chk# 058575	MUNISERVICES, LLC	11/20/2009	\$500.00 STARS - 2nd QTR 2009
Paid Chk# 058576	PREFERRED BENEFIT INS ADM	11/20/2009	\$6,589.58 September 2009
Paid Chk# 058577	STEAM N TEMEN CARPET CLEA	11/20/2009	\$135.00 PD Offices
Paid Chk# 058578	TOWN OF TIBURON	11/20/2009	\$509.88 TRAns
Paid Chk# 058579	WULFF, HANSEN & CO.	11/20/2009	\$5,000.00 TRAns
	Total Checks		\$220,292.33

TOWN OF FAIRFAX

ELECTRONIC FUND TRANSFER REGISTER

November 1, 2009 - November 30, 2009

REF #	DESCRIPTION	AMOUNT
1	Bank charges	
	E 01-241-821 OUTSIDE CONSULTING SERVICES	200.33
		<u>200.33</u>
2	Lincoln National Life Insurance	
	E- 01-000-491 HEALTH INSURANCE	539.50
		<u>539.50</u>
3	Aflac Payment	
	G 01-005559 ACC. PAY. - OTHER	547.71
		<u>547.71</u>
4	POA Union Dues	
	G 01-005554 ACC. PAY. - UNION DUES	795.00
		<u>795.00</u>
5	To record Deferred Comp	
	G 01-005560 ACC. PAY. - DEFERRED COMP	2,425.87
		<u>2,425.87</u>
7	CAL Pers - Health	
	E- 01-000-491 HEALTH INSURANCE	20,590.47
		<u>20,590.47</u>
8	Retirement payment - cash	
	G 01-005552 ACC. PAY. - P E R S	72,050.14
		<u>72,050.14</u>
9	Record Payroll Expense	
	G 01-005558 ACC. PAY. - 15TH PAY	3,000.00
	G 01-005558 ACC. PAY. - 15TH PAY	23,850.00
	E 01- 000-401 SALARIES	156,527.24
	E 01-000- 000 TAXES	54,281.62
		<u>237,658.86</u>
10	Record Payroll Fees	
	E 01-241-821 OUTSIDE CONSULTING SERVICES	431.94
		<u>431.94</u>
12	Analysis Charges	
	E 01-241-821 OUTSDIE CONSULTING	294.57
		<u>294.57</u>
		294.57
	FUND	AMOUNT
	01 GENERAL FUND	335,534.39
		\$ 335,534.39

**TOWN OF FAIRFAX
STAFF REPORT**

TO: Mayor, Members of the Town Council

FROM: Michael Rock, Town Manager 
Jim Moore, Planning and Building Services Director

DATE: January 13, 2010

SUBJECT: Report on the Status of the General Plan Update

DISCUSSION

The Town Council has now received, reviewed and made comments and/or final editing recommendations to staff on two of the eight elements that will comprise the updated General Plan upon final adoption; those two being the Draft Town Center Element and the Draft Circulation Element.

Overall progress to date on each of the remaining six individual elements of Town's General Plan being updated is as follows:

- The Planning Commission is still in the process of reviewing and editing the **Draft Safety Element**; and the prime and sub-consultant at the request of the Planning Commission have drafted an additional chapter to the Safety Element regarding ongoing "community preparedness" - including identifying evacuation routes with signage to those routes, and community based communication networks in each of the evacuation enclaves.
- The General Plan Advisory Committee (GPAC) is reviewing the work of an ad-hoc subcommittee that is drafting the **Land Use Element**.
- The GPAC subcommittee along with ad-hoc members from the Open Space Committee and a Planning Commissioner have been meeting regularly and making great progress on drafting the **Open Space** and **Conservation Elements**.
- The prime consultant and staff are in the process of drafting the **Housing Element**; and the Affordable Housing Committee will be holding a second round of "site capacity studies" for senior housing on the Lutheran Church site on January 20, 2010.
- The prime and sub-consultants have completed the background study for the **Noise Element**, and will eventually begin drafting this element.

Please note: after all six remaining elements have been reviewed by the Town Council, all eight drafted elements of the updated General Plan will be "packaged" for Council's final review and adoption pending environmental review.

**TOWN OF FAIRFAX
STAFF REPORT**

To: Mayor, Members of the Town Council

From: Michael Rock, Town Manager 

Date: January 13, 2010

Subject: Adopt a Resolution Approving, Authorizing, and Directing the Execution of a Restated Project Operating Agreement, Approving the Issuance of Refunding Bonds, and Directing certain related actions in connection with the Marin Emergency Radio System Project.

RECOMMENDATION

Adopt a resolution approving, authorizing, and directing the execution of a restated project operating agreement, approving the issuance of refunding bonds, and directing certain related actions in connection with the Marin Emergency Radio System Project.

DISCUSSION

The Town of Fairfax, together with other public agencies, entered into a Joint Powers Agreement, dated as of February 28, 1998, as amended establishing the Marin Emergency Radio Authority (MERA) for the purpose, among others, of having MERA issue its bonds to be used to finance the acquisition, construction and improvement of certain public capital improvements, including a public safety radio system.

The Authority and participating agencies entered into a Project Operating Agreement, dated as of February 1, 1999, whereby the Authority owns and operates a County-wide emergency radio system (the "Project") for the benefit of the participating agencies, and the participating agencies agreed to pay, on a pro rata basis, the cost of the Project and its annual operation (Service Payments).

MERA issued its MERA 1999 Revenue Bonds (Marin Public Safety and Emergency Radio System), in the original principal amount of \$26,940,000 (the "1999 Bonds"), which 1999 Bonds are secured by the Service Payments, for the purpose of providing money to acquire the Project.

On February 1, 2007, the Authority entered into a Loan Agreement with Citizens Business Bank for the purpose of funding improvements to the County-wide emergency radio system, and pursuant to which MERA has issued its note to Citizens in the original principal amount of \$2,250,000.

Economic conditions are currently favorable to allow MERA to refund the 1999 Bonds through the issuance of refunding bonds (the "2010 Bonds"). In order to issue such 2010 Bonds and provide debt service savings to MERA it is necessary to execute a Restated Operating Agreement (the "Restated Agreement") to secure repayment of such obligations, the terms of which incorporate the provisions of the Operating Agreement, except as otherwise provided in the Restated Agreement.

MERA's Executive and Finance Committees have recommended proceeding with the refunding, and the full MERA Board approved the proposal at a special meeting on December 9, 2009. The current estimated present

value of the savings from issuing the refunding bonds is approximately \$1.3 million, which will be used for future capital projects to be approved by the MERA Board.

The refunding of the Bonds will not change annual payments by the Town of Fairfax and the final maturity date on the 2010 Bonds will be the same as the 1999 Bonds.

The current economic conditions which allow for debt service savings require immediate action by the participating agencies. If the 2010 Bonds are not sold in January they cannot be issued again until August 2010, at which time interest rates may have risen and eliminated the savings.

The Loan Agreement with Citizens Business Bank, in the original principal amount of \$2,250,000, will not be affected by the refunding of the 1999 Bonds.

The Restated Agreement will only become effective if the 2010 Bonds are issued and the 1999 Bonds refunded.

FISCAL IMPACT

The net present value savings associated with the issuance of the 2010 Bonds are currently projected to be approximately \$1.3 million, which will be used for future capital projects to be approved by the MERA Board. The debt service allocated to the Town of Fairfax will not change.

ATTACHMENTS

1. Resolution 10-
2. Restated Project Operating Agreement Dated as of February 1, 2010

RESOLUTION 10-

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX APPROVING,
AUTHORIZING AND DIRECTING THE EXECUTION OF A RESTATED PROJECT
OPERATING AGREEMENT, APPROVING THE ISSUANCE OF REFUNDING BONDS,
AND DIRECTING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE MARIN
EMERGENCY RADIO SYSTEM PROJECT**

WHEREAS, the Town of Fairfax (the "Member") has, together with certain other public agencies (or their predecessors in interest) (such public agencies and the Member being referred to herein as the "Participating Agencies"), entered into a Joint Powers Agreement dated as of February 28, 1998, as amended (the "Agreement"), establishing the Marin Emergency Radio Authority ("MERA") for the purpose, among others, of having MERA issue its bonds to be used to finance the acquisition, construction and improvement of certain public capital improvements, including a public safety radio system (the "Project"); and

WHEREAS, MERA and the Participating Agencies have previously entered into that certain Project Operating Agreement, dated as of February 1, 1999 (the "Operating Agreement"), whereby MERA owns and operates the Project for the benefit of the Participating Agencies, and the Participating Agencies agree to pay, on a pro rata basis, the cost of the Project (the "Service Payments") and its annual operation (the "Operating Payments") (collectively, the "Member Payments"); and

WHEREAS, pursuant to the provisions of Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), and for the purpose of providing money to acquire the Project, MERA has previously issued its MERA 1999 Revenue Bonds (Marin Public Safety and Emergency Radio System), in the original principal amount of \$26,940,000 (the "1999 Bonds"), which 1999 Bonds are secured by the Service Payments; and

WHEREAS, MERA has previously entered into that certain Loan Agreement with Citizens Business Bank ("Citizens"), dated as of February 1, 2007 (the "Loan Agreement"), for the purpose of funding certain improvements to the Project, and pursuant to which MERA has issued its note to Citizens in the original principal amount of \$2,250,000 (the "2007 Note"), which 2007 Note is secured by Operating Payments; and

WHEREAS, Section 2.03 of the Operating Agreement provides that the Operating Agreement terminates upon payment or defeasance of the 1999 Bonds; and

WHEREAS, in order to allow MERA to refund the 1999 Bonds through the issuance of refunding bonds (the "2010 Bonds"), provide for the refunding of the 2007 Note upon favorable economic conditions, and obtain additional funding for improvements to the Project, is necessary to execute a Restated Project Operating Agreement, dated as of February 1, 2010 (the "Restated Operating Agreement"), to secure repayment of such obligations, the terms of which will incorporate the provisions of the Operating Agreement, except as otherwise provided in the Restated Operating Agreement; and

WHEREAS, there have been presented at this meeting a form of the Restated Operating Agreement; and

WHEREAS, the Member has duly considered such transactions and wishes at this time to approve said transactions in the public interest of the Member.

NOW, THEREFORE, BE IT RESOLVED, that the Fairfax Town Council approves the following:

Section 1. The proposed form of the Restated Operating Agreement, as presented to this meeting, is hereby approved. The Town of Fairfax Town Council or any other officers duly designated by the Member (the "Authorized Officers"), each acting alone, are hereby authorized and directed, for and on behalf of the Member, to execute, acknowledge and deliver the Restated Operating Agreement, in substantially the form presented to this meeting, with such changes therein as such Authorized Officer may require or approve, with the advice and approval of counsel to the Member, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 2. The issuance of the 2010 Bonds by MERA is hereby approved, provided that the total debt service of any refunding component allocated to the Member is no more than the total debt service currently allocated to the Member with respect to the 1999 Bonds.

Section 3. The Authorized Officers and staff of the Member are hereby authorized and directed, jointly and severally, to do any and all things, to execute and deliver any and all documents which, in consultation with MERA's Bond Counsel and counsel to the Member, they may deem necessary or advisable in order to effectuate the purposes of this Resolution, including but not limited to providing MERA any material with respect to the Member necessary for proper disclosure with respect to the 2010 Bonds, and executing a continuing disclosure agreement if required. Any and all such actions previously taken by such Authorized Officers or staff members are hereby ratified and confirmed.

Section 4. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution 10- was duly and regularly passed and adopted at a Regular meeting of the Town Council of the Town of Fairfax held in said Town on the 13th day of January 2010 by the following vote, to wit:

AYES:
NOES:
ABSENT:

Lew Tremaine, Mayor

ATTEST:

Town Clerk

RESTATED PROJECT OPERATING AGREEMENT

Dated as of February 1, 2010

Relating to:

**MARIN EMERGENCY RADIO AUTHORITY
PUBLIC SAFETY AND EMERGENCY RADIO SYSTEM**

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RESTATED PROJECT OPERATING AGREEMENT

This RESTATED PROJECT OPERATING AGREEMENT, made and entered into as of February 1, 2010 (the "Restated Agreement"), among the MARIN EMERGENCY RADIO AUTHORITY, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California (the "Authority"), and the public agencies set forth on the signature pages hereof (each a "Member" and collectively, the "Members");

WITNESSETH:

WHEREAS, the Authority is a joint exercise of powers authority duly organized and existing under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), formed by the Members pursuant to a Joint Powers Agreement dated as of February 28, 1998, as amended (the "Agreement"), and is authorized pursuant to Article 4 of the Act (the "Bond Law") to borrow money for the purpose of paying the cost of public capital improvements within the State of California, including a public safety radio system (the "Project"); and

WHEREAS, the Members of the Authority (or their predecessors in interest) have previously entered into that certain Project Operating Agreement, dated as of February 1, 1999 (the "Operating Agreement") with the Authority, whereby the Authority owns and operates the Project for the benefit of the Members, and the Members agree to pay, on a pro rata basis, the cost of the Project (the "Service Payments") and its annual operation (the "Operating Payments") (collectively, the "Member Payments"); and

WHEREAS, the Authority has issued its Marin Emergency Radio Authority 1999 Revenue Bonds (Marin Public Safety and Emergency Radio System), in the original principal amount of \$26,940,000 (the "1999 Bonds"), which 1999 Bonds are secured by the Service Payments, for the purpose of providing money to acquire the Project; and

WHEREAS, the Authority has previously entered into that certain Loan Agreement with Citizens Business Bank ("Citizens"), dated as of February 1, 2007 (the "Loan Agreement"), for the purpose of funding certain improvements to the Project, and pursuant to which the Authority has issued its note to Citizens in the original principal amount of \$2,250,000 (the "2007 Note"), which 2007 Note is secured by Operating Payments; and

WHEREAS, Section 2.03 of the Operating Agreement provides that the Operating Agreement terminates upon payment or defeasance of the 1999 Bonds; and

WHEREAS, in order to allow the Authority to refund the 1999 Bonds through the issuance of refunding bonds (the "2010 Bonds"), to refund the 2007 Note at such time as acceptable economic conditions dictate, and obtain additional funding for improvements to the

Project, is necessary to execute this Restated Agreement to secure repayment of such obligations, the terms of which incorporate the provisions of the Operating Agreement, except as otherwise provided herein.

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the Authority and the Members agree as follows:

Section 1. Terms of this Restated Agreement.

Notwithstanding its termination upon defeasance of the 1999 Bonds, the terms and provisions of the Operating Agreement, except as otherwise altered herein, are hereby incorporated as the terms and provisions of this Restated Agreement.

Section 2. Revision of Section 1.01 of the Operating Agreement.

(a) The definition of “Bond Insurer” contained in Section 1.01 of the Operating Agreement is hereby replaced with the following:

“Bond Insurer” means any insurer of a series of Bonds, and their respective successors and assigns, but only with respect to the particular obligations insured by such Bond Insurer.

(b) The definition of “Bonds” contained in Section 1.01 of the Operating Agreement is hereby replaced with the following:

“Bonds” means the 2010 Bonds, any Additional Bonds, and any obligations issued to refund such Bonds or Additional Bonds in whole or in part.

(c) The definition of “Continuing Disclosure Agreements” contained in Section 1.01 of the Operating Agreement is hereby replaced with the following:

“Continuing Disclosure Agreements” means the obligation of the Authority under a continuing disclosure agreement, and the obligation of the Members pursuant to Section 4.20 or, as applicable, a continuing disclosure agreement, to provide ongoing disclosure with respect to the Bonds.

(d) The definition of “Indenture” contained in Section 1.01 of the Operating Agreement is hereby replaced with the following:

“Indenture” means the Indenture of Trust, dated as of February 1, 2010, entered into by the Authority with the Trustee relating to the 2010 Bonds, and any indenture entered into by the Authority with respect to Additional Bonds, or obligations issued to refund the 2010 Bonds or Additional Bonds, as amended or supplemented.

(e) The definition of “Insurance Policy” contained in Section 1.01 of the Operating Agreement is hereby replaced with the following:

“Insurance Policy” means a municipal bond insurance policy issued by a Bond Insurer unconditionally guaranteeing the regularly scheduled payment of principal of and interest on a series of Bonds when due.

(f) The definition of “Project” contained in Section 1.01 of the Operating Agreement is hereby replaced with the following:

“Project” means that certain public safety radio system originally financed with the proceeds of the 1999 Bonds and improved with proceeds of the 2007 Note, and the acquisition, construction, improvement, repair or modification of any portion of the Project and related equipment as determined by the Authority.

(g) The definition of “Service Payments” contained in Section 1.01 of the Operating Agreement is hereby replaced with the following:

“Service Payments” means the annual payments by each Member for the service provided by the Project in the applicable Operating Period and used by the Authority to pay principal of and interest on the Bonds, calculated as set forth in Section 4 hereof.

(h) The definition of “Trustee” contained in Section 1.01 of the Operating Agreement is hereby replaced with the following:

“Trustee” means any trustee appointed by the Authority pursuant to an Indenture, its successors and assigns, and any other corporation or association which may at any time be substituted in its place.

(i) The following definitions are hereby added to this Restated Agreement, in addition to the other defined terms contained in Section 1.01 of the Operating Agreement:

“Additional Bonds” means all obligations with a lien on Revenues on a parity with the 2010 Bonds, issued in accordance with the Indenture.

“Debt Service” means the principal of and interest due on the Bonds on the next succeeding February 15 and August 15 following the calculation date, plus the amount required to increase the Reserve Fund to the Reserve Requirement as provided in the Indenture.

“1999 Bonds” means the Marin Emergency Radio Authority 1999 Revenue Bonds (Marin Public Safety and Emergency Radio System).

“2010 Bonds” means the Marin Emergency Radio Authority 2010 Refunding Revenue Bonds (Marin Public Safety and Emergency Radio System), or such other designation as may be determined by the Authority, issued to refund the 1999 Bonds.

Section 3. Revision of Section 2.03 of the Operating Agreement.

Section 2.03 of the Operating Agreement is hereby replaced with the following provision:

“The term of this Restated Agreement shall commence on the date of delivery of the 2010 Bonds to the initial purchaser thereof, and terminate (subject to such other termination events as provided in this Restated Agreement) on the date on which no Bonds are Outstanding.”

Section 4. Revision of Section 4.20 of the Operating Agreement.

Section 4.20 of the Operating Agreement is hereby replaced with the following provision:

“The Authority shall comply with and carry out all of its duties under the Continuing Disclosure Agreement. In addition, each Member hereby covenants to provide the Authority, by physical or electronic delivery, and by not later than the March 1 immediately following the end of the Member’s Fiscal Year, commencing with Fiscal Year 2008/09, the audited financial statements of the Member for the Fiscal Year most recently ended, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board and reporting standards as set forth by the State Controller. If the Member’s audited financial statements are not available by such date, the Member shall provide unaudited financial statements, and the audited financial statements shall be filed with the Authority when they become available.

Notwithstanding any other provisions of this Restated Agreement, failure of the Authority or the Members to comply with the provisions of this Section 4.20 shall not be considered an Event of Default; provided, however, that the Trustee or Authority, as applicable, may take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.”

Section 5. Revision of Section 6.13 of the Operating Agreement.

Section 6.13 of the Operating Agreement is hereby replaced with the following provision:

“The Authority and the Members shall not amend this Restated Agreement without first obtaining (i) if an Insurance Policy is in effect, and so long as a Bond Insurer is not in default of its obligation under its Insurance Policy, the prior written consent of the Bond Insurer (except with respect to any amendment relating to the issuance of Additional Bonds), and (ii) an opinion of nationally recognized bond counsel to the effect that such amendment will not materially adversely affect the security of the Bond owners; provided, however, that the Members and the Authority may at any time amend or modify Exhibit A of this Restated Agreement to provide for the financing of additional components to the Project, in connection with the issuance of any Additional Bonds, or in any other respect whatsoever as the Authority and Members may deem necessary or desirable, provided that such modification or amendment

does not materially adversely affect the interests of the Bond Owners hereunder, without the consent of the Trustee, the Bond Insurer or any of the Bond Owners. In addition, the Members and the Authority may at any time amend or modify any of the provisions of this Restated Agreement with the prior written consent of the Owners of a majority in aggregate principal amount of the Outstanding Bonds.

No such amendment shall adversely affect the rights, obligations, immunities or indemnities of the Trustee hereunder without the Trustee's written consent. The Authority shall obtain and cause to be filed with the Trustee an opinion of Bond Counsel with respect to any amendment or modification hereof, stating that all conditions precedent to such amendment have been satisfied."

Section 6. Calculation of Service Payment.

The annual Service Payment of each Member shall be the amount determined by multiplying Debt Service by the percentage allocated to each Member as set forth in Exhibit A hereto. In the event a Member has prepaid its Service Payment as provided in Section 6.01 of this Restated Agreement, the Authority shall adjust the allocations set forth in Exhibit A so that the allocated percentage relating to such Member is distributed pro-rata to the remaining Members. Notwithstanding Section 6.13 of this Restated Agreement, such adjustment shall not require an amendment to this Restated Agreement, and the Authority shall provide written notice of such re-allocation to each Member, the Trustee and any Bond Insurer.

Section 7. Rights of Bond Insurer.

Anything in this Restated Agreement to the contrary notwithstanding, the rights and obligations of any Bond Insurer shall apply only with respect to the series of Bonds to which the Insurance Policy issued by such Bond Insurer applies, and only to the extent such Insurance Policy is in force and effect. The rights of such Bond Insurer to direct or consent to any actions under this Restated Agreement shall be suspended during any period in which such Bond Insurer is in default in its payment obligations under the related Insurance Policy and shall be of no force or effect in the event the Insurance Policy is no longer in effect.

Section 8. Representations, Covenants and Warranties of the Authority.

The Authority represents, covenants and warrants to the Members as follows:

(a) Due Organization and Existence. The Authority is a joint powers authority duly organized and validly existing under the Agreement and the laws of the State of California, has full legal right, power and authority under the laws of the State of California to enter into this Restated Agreement and to carry out and consummate all transactions contemplated hereby, and by proper action the Authority has duly authorized the execution and delivery of this Restated Agreement.

(b) Due Execution. The representatives of the Authority executing this Restated Agreement have been fully authorized to execute the same pursuant to a resolution duly adopted by the Board of the Authority, and this Restated Agreement has been duly executed and

delivered by the Authority and constitutes the legal, valid and binding agreement of the Authority enforceable against the Authority in accordance with its terms.

(c) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Authority after reasonable investigation, threatened against or affecting the Authority or the assets, properties or operations of the Authority which, if determined adversely to the Authority or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Restated Agreement, or upon the financial condition, assets, properties or operations of the Authority, and the Authority is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Restated Agreement or the financial conditions, assets, properties or operations of the Authority.

Section 9. Representations, Covenants and Warranties of the Members.

Each of the Members represents, covenants and warrants to the Authority as follows:

(a) Due Organization and Existence. Each of the Members is a public agency duly organized and validly existing under the laws of the State of California, has full legal right, power and authority to enter into this Restated Agreement and to carry out and consummate all transactions contemplated hereby and thereby, and by proper action each of the Members has duly authorized the execution and delivery of this Restated Agreement.

(b) Due Execution. The representatives of the Members executing this Restated Agreement are fully authorized to execute the same pursuant to official action taken by the governing body of the Members, and this Restated Agreement has been duly executed and delivered by the Members and constitutes the legal, valid and binding agreement of the Members, enforceable against the Members in accordance with its terms.

(c) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of a Member after reasonable investigation, threatened against or affecting such Member or the assets, properties or operations of such Member which, if determined adversely to the Member or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Restated Agreement, or upon the financial condition, assets, properties or operations of the Member, and no Member is in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Restated Agreement or the financial conditions, assets, properties or operations of the Members.

Section 10. Entire Agreement

This Restated Agreement constitutes the entire agreement between the parties. Except where altered by a specific provision of this Restated Agreement, all other terms and conditions of the Operating Agreement are incorporated herein.

Section 11. California Law.

This Restated Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 12. Effective Date.

Upon its execution and delivery, this Restated Agreement shall become effective immediately on the issuance and original delivery of the 2010 Bonds, and shall terminate as set forth herein.

Section 13. Execution in Counterparts.

This Restated Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and attested the Restated Agreement by their officers thereunto duly authorized as of the day and year first written above.

MARIN EMERGENCY RADIO AUTHORITY

By: _____
Executive Director

CITY OF BELVEDERE

BOLINAS FIRE PROTECTION DISTRICT

By: _____
Title: _____

By: _____
Title: _____

TOWN OF CORTE MADERA

TOWN OF FAIRFAX

By: _____
Title: _____

By: _____
Title: _____

INVERNESS PUBLIC UTILITY DISTRICT

KENTFIELD FIRE PROTECTION DISTRICT

By: _____
Title: _____

CITY OF LARKSPUR

By: _____
Title: _____

MARIN COMMUNITY COLLEGE
DISTRICT

By: _____
Title: _____

MARIN MUNICIPAL WATER DISTRICT

By: _____
Title: _____

CITY OF MILL VALLEY

By: _____
Title: _____

NOVATO FIRE PROTECTION DISTRICT

By: _____
Title: _____

By: _____
Title: _____

COUNTY OF MARIN

By: _____
Title: _____

MARIN COUNTY TRANSIT DISTRICT

By: _____
Title: _____

MARINWOOD COMMUNITY SERVICES
DISTRICT

By: _____
Title: _____

CITY OF NOVATO

By: _____
Title: _____

TOWN OF ROSS

By: _____
Title: _____

ROSS VALLEY FIRE PROTECTION
AGENCY

By: _____
Title: _____

CITY OF SAN RAFAEL

By: _____
Title: _____

SOUTHERN MARIN FIRE PROTECTION
DISTRICT

By: _____
Title: _____

TOWN OF TIBURON

By: _____
Title: _____

TWIN CITIES POLICE AGENCY

By: _____
Title: _____

TOWN OF SAN ANSELMO

By: _____
Title: _____

CITY OF SAUSALITO

By: _____
Title: _____

STINSON BEACH FIRE PROTECTION
DISTRICT

By: _____
Title: _____

TIBURON FIRE PROTECTION DISTRICT

By: _____
Title: _____

EXHIBIT A
ANNUAL SERVICE PAYMENT ALLOCATION

<u>Member</u>	<u>Percentage of Service Payments</u>
City of Belvedere	0.772%
Bolinas Fire Protection District	0.601
Town of Corte Madera	1.575
Town of Fairfax	2.010
Inverness Public Utility District	0.565
Kentfield Fire Protection District	0.679
City of Larkspur	1.873
County of Marin	35.151
Marin Community College District	0.000
Marin County Transit District	1.180
Marin Municipal Water District	0.957
Marinwood Community Services District	0.856
City of Mill Valley	4.271
City of Novato	10.432
Novato Fire Protection District	4.894
Town of Ross	0.813
Ross Valley Fire Protection Agency	1.614
Town of San Anselmo	3.023
City of San Rafael	16.913
City of Sausalito	2.829
Southern Marin Fire Protection District	1.657
Stinson Beach Fire Protection District	0.615
Town of Tiburon	1.849
Tiburon Fire Protection District	1.090
Twin Cities Police Authority	<u>3.781</u>
TOTAL	100.000%

**TOWN OF FAIRFAX
STAFF REPORT**

To: Mayor, Members of the Town Council

From: Michael Rock, Town Manager 
Kathy Wilkie, Public Works Director

Date: January 13, 2010

Subject: Award a Consultant Services Agreement to California Infrastructure Consultancy, Inc. for preparation of the Request for Proposals for the Creek Road Bridge Seismic Upgrade Design

RECOMMENDATION

Staff recommends that the Town Council Award a Consultant Services Agreement to California Infrastructure Consultancy, Inc. not to exceed \$12,960 for preparation of the Request for Proposals (RFP) for the Creek Road Bridge Seismic Upgrade Design.

DISCUSSION

Creek Road Bridge has a long history of the need for a seismic retrofit. In 1998, 100% federal funding was available to complete the work and Caltrans prepared plans. It is unclear why the project did not move forward at that time. In January 2005, former Public Works Director, Bill Whitney wrote a memo to Council indicating that the requirements had changed and the Town would have to put up a 20% match to obtain federal funding and that the project could not move forward until the existing scour problem had been addressed. Subsequently, the winter storm of 2005/06 further eroded the bank under Creek Road Bridge and the Town was able to correct the scour problem with FEMA funding in the summer of 2008.

In August 2008, the Town Manager entered an Agreement with Caltrans to proceed with the Creek Road Bridge Seismic Retrofit construction. The first phase of the project requires that the Town issue an RFP for the preparation of Preliminary Specifications and Engineering. Due to the complexity of bridge design work, it has been determined that the most cost effective means to prepare the RFP is to enter an Agreement with California Infrastructure Consultancy, Inc. to complete the work.

FISCAL IMPACT

This Agreement will not exceed \$12,960 and will be paid out of the Public Works Street Department Consultant Services budget. The cost of future funding needs for the Creek Road Bridge seismic retrofit will be determined as part of this Agreement. Failure to move forward with the RFP at this time will delay the project and may result in the loss of \$195,000 in state and federal funding.

Future funding for this project include a 20% local match by the Town of Fairfax for the Preliminary Engineering phase. The remaining 80% will be funded by Caltrans. The construction will be funded 88.53% federal funds, 11.47% through State of California Proposition 1B for Local Bridge Seismic Retrofit funds, and 0% local funds.

ATTACHMENTS

1. Consultant Services Agreement with California Infrastructure Consultancy, Inc.



TOWN OF FAIRFAX
142 BOLINAS ROAD, FAIRFAX, CALIFORNIA 94930
PHONE (415) 453-1584 / FAX (415) 453-1618

**PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES
INCLUDING PRELIMINARY AND CONSTRUCTION ENGINEERING ON FEDERAL
AID PROJECTS**

ARTICLE I INTRODUCTION

- A. This AGREEMENT, made and entered into _____, 2010, between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the CONSULTANT is as follows:

California Infrastructure Consultancy, Inc.
930 Alhambra Boulevard, Suite 220
Sacramento, California 95816

The Project Manager for the "CONSULTANT" will be Nader Tamannaie, P.E.

The name of the "LOCAL AGENCY" is as follows:

Town of Fairfax
142 Bolinas Road
Fairfax, CA 94930

The Contract Manager for the LOCAL AGENCY will be Kathleen S. Wilkie

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Proposal dated _____. The approved CONSULTANT's Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Proposal and this contract, this contract shall take precedence.
- C. When the services to be provided under this Agreement are "design professional" services to be performed by a design professional CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless LOCAL AGENCY, and its employees, officials, agents and volunteers ("Indemnified Parties") for all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of LOCAL AGENCY.

Other than in the performance of professional services by a design professional and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless LOCAL AGENCY and any Indemnified Parties, from and against any liability, (including liability for claims, suits, actions,

arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, reasonable attorneys fees and expert witness fees), where same arises out of the performance of this Agreement by CONSULTANT, its officers, employees, agents, and sub-consultants, excepting only that resulting from the sole negligence, active negligence or intentional misconduct of LOCAL AGENCY, its employees, officials, or agents.

- D. The CONSULTANT and the agents and employees of CONSULTANT, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the LOCAL AGENCY.
- E. The LOCAL AGENCY may terminate this agreement with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the LOCAL AGENCY may proceed with the work in any manner deemed proper by the LOCAL AGENCY. If the LOCAL AGENCY terminates this agreement with the CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due the CONSULTANT under this agreement prior to termination, unless the cost of completion to the LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due the CONSULTANT under this agreement and the balance, if any, shall be paid the CONSULTANT upon demand.
- F. Without the written consent of the LOCAL AGENCY, this agreement is not assignable by CONSULTANT either in whole or in part.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

A. Consultant Services

Detailed services which the CONSULTANT shall provide under this agreement are described in the approved CONSULTANT's Proposal (Attachment I).

ARTICLE III PERFORMANCE PERIOD

- A. This contract shall go into effect on January 20, 2010, contingent upon approval by the LOCAL AGENCY, and the CONSULTANT shall commence work after notification to proceed by the LOCAL AGENCY'S Contract Manager. The contract shall end on April 20, 2010, unless extended by contract amendment.
- B. The CONSULTANT is advised that any recommendation for contract award is not binding on the LOCAL AGENCY until the contract is fully executed and approved by the LOCAL AGENCY.

ARTICLE IV ALLOWABLE COSTS AND PAYMENTS

- A. For the full performance of the services described herein by CONSULTANT, the LOCAL AGENCY shall reimburse the CONSULTANT either on a Lump Sum or a Time and Materials basis for services rendered in accordance with the rates shown in the attached CONSULTANT's Cost Proposal. The determination of payment method will be based on the type of project and shall be determined in advance of work performed on each project.
- B. The CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that the LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time and/or actual costs reimbursable by the LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved CONSULTANT's Proposal.
- D. CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Manager before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the LOCAL AGENCY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Article V Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. The CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the LOCAL AGENCY's Contract Manager of itemized invoices. Invoices shall be submitted no later than 45-calendar days after the performance of work for which the CONSULTANT is billing. Invoices shall detail the work performed on each milestone as applicable. Invoices shall reference this contract number and project title. The final invoice must contain the final cost and all credits due the LOCAL AGENCY including any equipment purchased under the provisions of Article XVII Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of the CONSULTANT's work. Invoices shall be mailed to the LOCAL AGENCY's Contract Manager at the following address:

Town of Fairfax/Kathleen S. Wilkie
142 Bolinas Road
Fairfax, CA 94930
- H. The total amount LOCAL AGENCY shall pay to CONSULTANT shall not exceed \$12,960.00.

ARTICLE V TERMINATION

- A. Discretionary. Either party may terminate this agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.
- B. Cause. Either party may terminate this agreement for cause upon ten (10) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination notice, to the reasonable satisfaction of the party giving such notice, within thirty (30) days of the receipt of said notice.
- C. Effect of Termination. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this agreement without the prior written consent of the other.
- D. Return of Documents. Upon termination, any and all LOCAL AGENCY documents or materials provided to CONSULTANT and any and all of CONSULTANT's documents and materials prepared for or relating to the performance of its duties under this agreement, shall be delivered to the LOCAL AGENCY as soon as possible, but not later than thirty (30) days after termination.

ARTICLE VI DELAYS AND EXTENSIONS

As described in Article VIII, this agreement provides for an appropriate extension of time in case of unavoidable delays and for consideration of corresponding warranted adjustments in payment.

ARTICLE VII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.
- B. This agreement is valid and enforceable only, if sufficient funds are made available to the LOCAL AGENCY for the purpose of this contract. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. The LOCAL AGENCY has the option to void the contract under the thirty (30) day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE VIII CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.

- B. The CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the LOCAL AGENCY's Contract Manager.
- C. There shall be no change in the CONSULTANT's Project Manager or members of the project team, as listed in the approved Proposal, which is a part of this contract without prior written approval by the LOCAL AGENCY's Contract Manager.
- D. This agreement contains provisions that permit mutually acceptable changes in the scope, character or complexity of the work; if such changes become desirable or necessary as the work progresses. Adjustments to the basis of payment and to the time for performance of the work shall be established by a written contract amendment to accommodate the changes in work.

ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

CONSULTANT must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR Part 26, and in Exhibit 10-I "*Notice to Bidders/Proposers Disadvantaged Business Enterprise Information*" and in Exhibit 10-J "*Standard Agreement For Subcontractor/DBE Participation*".

**Exhibit 10-I
NOTICE TO BIDDERS/PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE INFORMATION**

A. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "bidder" also means "proposer" or "offerer."
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

B. AUTHORITY AND RESPONSIBILITY

1. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
2. Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

C. SUBMISSION OF DBE INFORMATION

1. "Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information" form will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

D. DBE PARTICIPATION GENERAL INFORMATION

It is the bidder's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

1. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
2. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
3. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
4. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
5. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
6. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

E. RESOURCES

1. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.
2. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>
 - Click on the link in the left menu titled Find a Certified Firm
 - Click on Query Form link, located in the first sentence
 - Click on Certified DBE's (UCP) located on the first line in the center of the page
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - "Start Search," "Requery," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form
3. How to Obtain a List of Certified DBEs without Internet Access **DBE Directory**: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

F. WHEN REPORTING DBE PARTICIPATION, MATERIAL OR SUPPLIES PURCHASED FROM DBES MAY COUNT AS FOLLOWS:

1. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
2. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies toward DBE participation. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
3. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
4. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

G. WHEN REPORTING DBE PARTICIPATION, PARTICIPATION OF DBE TRUCKING COMPANIES MAY COUNT AS FOLLOWS:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
2. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
3. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
6. For the purposes of this Section 4, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute

priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

Exhibit 10-J

STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

A. Subcontractors

1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
2. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
3. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
4. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

B. Disadvantaged Business Enterprise (DBE) Participation

1. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
2. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
3. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

C. Performance of DBE Contractors and other DBE Subcontractors/Suppliers

1. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
3. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

D. Prompt Payment of Funds Withheld to Subcontractors

1. No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.
2. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

E. DBE Records

1. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
2. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Contract Manager.
 - a. Prior to the fifteenth of each month, the Contractor shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.
 - b. The Contractor shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This

documentation shall be submitted on the Caltrans' Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Contractor by the Agency's Contract Manager.

F. DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
2. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
3. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
4. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

ARTICLE X RETENTION

- A. No retainage will be withheld by the Agency from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subcontractors is prohibited, and no retainage will be held by the CONSULTANT from progress due subcontractors. Any violation of this provision shall subject the violating CONSULTANT or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the CONSULTANT or subcontractor in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subcontract performance, or noncompliance by a

subcontractor. This provision applies to both DBE and non-DBE CONSULTANTS and subcontractors.

- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

ARTICLE XI COST PRINCIPLES

- A. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the LOCAL AGENCY.

ARTICLE XII CONTINGENT FEE

The CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the LOCAL AGENCY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE XIV DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the LOCAL AGENCY's Contract Manager and LOCAL AGENCY's Public Works Director and CONSULTANTS's Managing Principal, who may consider written or verbal information submitted by the CONSULTANT.
- B. Not later than thirty (30) days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONSULTANT may request review by the LOCAL AGENCY GOVERNING BOARD of unresolved claims of disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XV AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the LOCAL AGENCY'S CHIEF FINANCIAL OFFICER.
- B. Not later than thirty (30) days after issuance of the final audit report, the CONSULTANT may request a review by the LOCAL AGENCY'S CHIEF FINANCIAL OFFICER of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the LOCAL AGENCY will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this contract.

ARTICLE XVI SUBCONTRACTING

- A. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the LOCAL AGENCY'S Contract Manager, except that, which is expressly identified in the approved Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
- C. Any substitution of sub-contractors must be approved in writing by the LOCAL AGENCY's Contract Manager.

ARTICLE XVII EQUIPMENT PURCHASE

- A. Prior authorization in writing, by the LOCAL AGENCY's Contract Manager shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service or consulting work not covered in the CONSULTANT's Proposal and exceeding \$5,000 prior authorization by the LOCAL AGENCY's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit the LOCAL AGENCY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the LOCAL AGENCY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the LOCAL AGENCY."

All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XVIII INSPECTION OF WORK

The CONSULTANT and any subcontractor shall permit the LOCAL AGENCY, the state, and the FHWA to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XIX SAFETY

- A. The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XX INSURANCE

- A. During the term of this agreement, CONSULTANT, shall maintain, at no expense to LOCAL AGENCY, the following insurance policies:
1. A commercial general liability insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence for death, bodily injury, personal injury, or property damage.
 2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence.
 3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million (\$1,000,000) dollars to cover any claims arising out of the CONSULTANT's performance of services under this Agreement.
- B. The insurance coverage required of the CONSULTANT by Article XX, Section A, shall also meet the following requirements:
1. The insurance shall be primary with respect to any insurance or coverage maintained by LOCAL AGENCY and shall not call upon LOCAL AGENCY's insurance or coverage for any contribution.
 2. Except for professional liability insurance, the insurance policies shall be endorsed for contractual liability and personal injury.
 3. Except for professional liability insurance, the insurance policies shall be specifically endorsed to include the LOCAL AGENCY, its officers, agents, and employees as additionally named insureds under the policies.
 4. CONSULTANT shall provide to LOCAL AGENCY, (a) Certificates of Insurance evidencing the insurance coverage required herein, and (b) specific endorsements naming LOCAL AGENCY, its officers, agents and employees, as additional insureds under the policies.
 5. The insurance policies shall provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance policies except upon thirty (30) days written notice to LOCAL AGENCY.
 6. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five (5) years.
 7. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.
 8. The insurance shall be approved as to form and sufficiency by LOCAL AGENCY and the City Attorney.
- C. If it employs any person, CONSULTANT shall maintain worker's compensation and employer's liability insurance, as required by the State Labor Code and other applicable laws and regulations, and as necessary to protect both CONSULTANT and LOCAL AGENCY against all liability for injuries to CONSULTANT 's officers and employees.

ARTICLE XXI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to the LOCAL AGENCY. The CONSULTANT shall furnish the LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. The CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the LOCAL AGENCY of the machine-readable information and data provided by the CONSULTANT under this agreement; further, the CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by the LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by the CONSULTANT.
- D. Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the Agreements as appropriate.
- E. The CONSULTANT is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by the LOCAL AGENCY of the machine readable information and data provided by the CONSULTANT under this agreement; further, the CONSULTANT is not liable for claims, liabilities or losses arising out of, or connected with, any use by the LOCAL AGENCY of the project documentation on other projects; for additions to this project, or for the completion of this project by others, except only such use as may be authorized, in writing, by the CONSULTANT.
- F. The LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- G. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by the LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from the CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with the LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that the LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the CONSULTANT's personnel services under this agreement.

- C. Services of the CONSULTANT's personnel in connection with the LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this agreement in order to finally resolve the claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the LOCAL AGENCY's operations, which are designated confidential by the LOCAL AGENCY and made available to the CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by the LOCAL AGENCY relating to the contract, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. The CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the LOCAL AGENCY's actions on the same, except to the LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. The CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the LOCAL AGENCY, and receipt of the LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by the CONSULTANT to any entity other than the LOCAL AGENCY.

ARTICLE XXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, the CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the CONSULTANT within the immediately preceding two-year period, because of the CONSULTANT's failure to comply with an order of a federal court that orders the CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXV EVALUATION OF CONSULTANT

The CONSULTANT's performance shall be evaluated by the LOCAL AGENCY. A copy of the evaluation will be sent to the CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXVI STATEMENT OF COMPLIANCE

The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

ARTICLE XXVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

ARTICLE XXVIII STATE PREVAILING WAGE RATES

- A. The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1775, and all federal, state, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XXIX CONFLICT OF INTEREST

- A. The CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

- D. The CONSULTANT hereby certifies that neither the CONSULTANT, its employees, nor any firm affiliated with the CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimates for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- E. The CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- F. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing service on this contract shall have provided services on the design of any project included within this contract.

ARTICLE XXX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XXXI PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to

file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

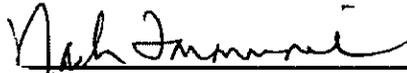
CONSULTANT:
Nader Tamannaie, P.E.
California Infrastructure Consultancy, Inc.
930 Alhambra Boulevard, Suite 220
Sacramento, California 95816

LOCAL AGENCY:
Kathleen S. Wilkie
Town of Fairfax
142 Bolinas Road
Fairfax, CA 94930

ARTICLE XXXIII AGREEMENT

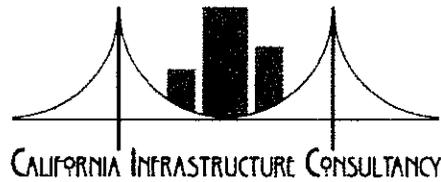
The two parties to this agreement, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this agreement constitutes the entire agreement which is made and concluded in triplicate between the two parties. Both of these parties for and in consideration of the payments to made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this agreement as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

By , for CALIFORNIA INFRASTRUCTURE CONSULTANCY, INC.
Title PRESIDENT
Date 12/29/09

TOWN OF FAIRFAX, a municipal corporation

By _____, Mayor
By _____, Town Manager
By _____, Clerk



ATTACHMENT 1

RECEIVED

DEC 31 2009

TOWN OF FAIRFAX

December 29, 2009

Ms. Kathleen Wilkie
Public Works Director
Town of Fairfax
142 Bolinas Road
Fairfax, CA 94930

RE: Proposal to Secure Highway Bridge Program (HBP) Funding for Seismic Retrofit of the Creek Road Bridge (Caltrans Br. No. 27C-0144)

Dear Ms. Wilkie:

It is a pleasure to submit this proposal to assist the Town of Fairfax with obtaining HBP funding for the aforementioned bridge. Knowing of the Town's limited resources for developing this fairly complicated project, our services will be turnkey and specific but will maintain the lead role your agency will play in the process.

As part of our tasks we will assist the Public Works Department with programming the project through Caltrans, secure the funds for its Preliminary Engineering (PE) phase and establish its eligibility for construction funding. We will also make available to you a complete template for a Request For Proposal (RFP) and assist you with publicizing it. We will stay on as your consultant during the process until the project is advertised for proposals.

Creek Road Bridge has been identified as eligible for seismic retrofit by Caltrans. Funding for the PE phase of the bridge, including Design and Environmental, falls under the preceding agreement between Caltrans and Fairfax since the project presumably began a few years ago. As such, the project's costs in this phase will be eligible for 80% reimbursement by the federal HBP, leaving the remaining 20% as the responsibility of Fairfax. The construction phase of the project (CON), including new right-of-way (if any) and construction engineering (CE), will be eligible for the more current funding levels of 88.53% federal and 11.47% State (through Proposition 1B). The State's portion is conditional and the limited funds are disbursed on a first-come-first-served basis when the project is advertised for construction bid. Maintaining eligibility for the State funds makes the project time-critical.

Following is the scope of our services for the funding and pre-proposal phases of the project:

1. Contact Caltrans District 4 Local Assistance on behalf of Fairfax to make known the Town's intention to begin the project. Establish a cooperative and partnering type relationship with the State.

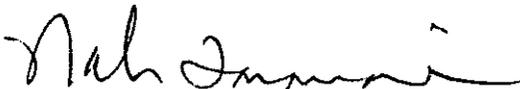
2. Complete all the necessary Local Assistance Exhibits required by Caltrans for the PE phase. These forms, along with a cover letter, will be prepared and forwarded for your review, signature and final submittal to the office of Local Assistance of Caltrans District 4. As part of the input for these exhibits, the complete cost of the project, for both the PE and CON phases, will be identified, facilitating your look-ahead budgetary needs.
3. Stay in touch with Caltrans as to the status of the application and provide additional information, as required. The final goal will be to obtain the E-76 Authorization for Preliminary Engineering. Please note, it is assumed that the Fairfax has already established its Disadvantaged Business Enterprises (DBE) goals for its projects.
4. Provide a typical, complete electronic template for a Request For Proposal (RFP). This document may be edited by Fairfax, as necessary, and used for a call to the consulting community for proposals on the PE phase of the bridge. We will also assist with publicizing the RFP through the typical electronic venues and local publications to receive multiple proposals.
5. Assist the Public Works with compliance with the HBP and Caltrans Local Assistance rules. Stay available to consult with Fairfax on the process during the period leading to project advertisement.
6. Attend two meetings in Marin County (San Rafael) and Fairfax, each attended by one of our Principals (Nader Tamannaie and John Moe).

For these services Nader Tamannaie and John Moe of Moe Engineering will be assisting you as a team. We are proposing a lump sum fee of \$12,960. Invoices will be submitted monthly and based on the progress made on the above tasks. Upon receiving the Notice to Proceed, we plan on having the funding application sent to Caltrans in four weeks' time, followed by submitting the RFP template to you. Although we don't have a control over the time Caltrans will need to issue the E-76, we will stay in contact with the District to maintain the momentum of the process.

We appreciate having this opportunity to be of service to Fairfax again and look forward to working closely with you on the project. A space has been provided below for your signature and acceptance of this proposal. Please do not hesitate to contact me if you have any questions.

Sincerely,

CALIFORNIA INFRASTRUCTURE CONSULTANCY, INC.



Nader Tamannaie, P.E.
President