



**AGENDA**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON CHANNEL**  
**DRAINAGE DISTRICT**  
**October 15, 2008**  
**5:00 P.M.**  
**Meeting Room**  
**Town Administrative Offices**  
91 Ashfield Road  
Atherton, California  
**Special Meeting**

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

**5:02 P.M.     PUBLIC COMMENTS**

**5:05 P.M.     CLOSED SESSION**

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

**Three (3) potential cases**

**B.     LIABILITY CLAIMS – pursuant to Government Code Section 54956.95**

**Claimant: Pilar Ortiz-Buckley**

**Agency Claimed Against: Town of Atherton**

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

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

**RECONVENE TO OPEN SESSION**

**Report of action taken.**

**ADJOURN**

Agendas and staff reports may be accessed on the Town website at: [www.ci.atherton.ca.us](http://www.ci.atherton.ca.us)

☛ *Please contact the City Clerk's Office at 650.752.0500 with any questions.* Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the City Clerk at (650) 752-0500. Notification of 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting. (29 CRF 35.104 ADA Title II)



**AGENDA**  
**Town of Atherton**  
**CITY COUNCIL**  
**ATHERTON CHANNEL DRAINAGE DISTRICT**  
**OCTOBER 15, 2008**

**7:00 p.m.**  
**TOWN COUNCIL CHAMBERS**  
94 Ashfield Road  
Atherton, California

**REGULAR MEETING**

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

- 7:00 P.M.    1.    **PLEDGE OF ALLEGIANCE**
- 7:03 P.M.    2.    **ROLL CALL**      Dobbie, J. Carlson, Marsala, Janz, McKeithen
- 7:04 P.M.    3    **PRESENTATIONS**
- A.    Proclamation – Robert Jenkins
  - B.    Final 2020 Gateway Report
  - C.    Sustainable San Mateo County
  - D.    Menlo Park Fire Protection District – Evacuation Plan for West Atherton
- 8:15 P.M.    4.    **PUBLIC COMMENTS** *(This portion of the meeting is reserved for persons wishing to address the Council on any matter not on the Agenda that is within the subject matter jurisdiction of the City Council. State law prohibits the Council from acting on items not listed on the Agenda except by special action of the City Council under specified circumstances. Speakers' time is limited to three minutes.)*
- 8:30 P.M.    5.    **REPORT OUT OF CLOSED SESSION**
- 8:35 P.M.    6.    **CITY MANAGER'S REPORT**
- 8:45 P.M.    7.    **COMMUNITY ORGANIZATION ROUNDTABLE REPORT** (Directed by Resolution No. 99-6)
- None.

8:45 P.M.     **CONSENT CALENDAR** (Items 8-25)

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

8.     **APPROVAL OF MINUTES OF THE SPECIAL CLOSED SESSION MEETING OF SEPTEMBER 16, 2008; THE SPECIAL CLOSED SESSION MEETING AND REGULAR CITY COUNCIL MEETING OF SEPTEMBER 17, 2008**

9.     **APPROVAL OF BILLS AND CLAIMS FOR SEPTEMBER IN THE AMOUNT OF \$ 986,862**

10.    **ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR SEPTEMBER 2008**

11.    **ADOPTION OF A RESOLUTION FOR APPROVAL OF CONTINUING APPROPRIATIONS FROM FISCAL YEAR 2007/08**

**Recommendation: Adopt A Resolution for Continuing Appropriations from Fiscal Year 2007-08 into Fiscal Year 2008-09.**

12.    **APPROVAL OF PRIOR ATTENDANCE AT AN OUT-OF-STATE CONFERENCE**

**Recommendation: Approve attendance of Town Arborist Kathy Anderson at the International Society of Arboriculture (ISA) Conference in St. Louis, MO, on July 27-30, 2008**

13.    **APPROVAL OF ATTENDANCE AT AN OUT-OF-STATE CONFERENCE**

**Recommendation: Approve attendance of Finance Director Louise Ho at Harris Computer Customer Conference in Las Vegas.**

14.    **APPROVE TOWN PARTICIPATION IN THE COST OF INSTALLING A TRAFFIC SIGNAL ON MIDDLEFIELD ROAD AT ENCINAL AVENUE**

**Recommendation: Approve participation of up to \$126,667 in the cost of installing a traffic signal on Middlefield Road at Encinal Avenue, provided that the Menlo Park School District and the City of Menlo Park agree to proportionate shares.**

**15. ADOPTION OF A RESOLUTION ENDORSING THE GUIDING PRINCIPLES OF THE GRAND BOULEVARD INITIATIVE**

**Recommendation: Adopt the Resolution endorsing the Guiding Principles of the Grand Boulevard Initiative for the Town of Atherton.**

**16. ADOPTION OF A RESOLUTION APPROVING A NEW POLICY – POLICY AGAINST HARASSMENT AND RETALIATION**

**Recommendation: Staff recommends that the City Council Adopt a Resolution Approving Policy 2.3 Harassment and Retaliation to replace current Town Policy “Zero Tolerance Standards of Behavior to Prevent Discrimination and Harassment.”**

**17. ADOPTION OF A RESOLUTION APPROVING A NO PARKING ANY TIME ZONE ON THE SOUTH SIDE OF OAK GROVE AVENUE BETWEEN MIDDLEFIELD ROAD AND REBECCA LANE**

**Recommendation: Adopt a resolution approving a “No Parking Any Time” zone on the South side of Oak Grove Avenue between Middlefield Road and Rebecca Lane.**

**18. A. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WILSEY HAM FOR CONCEPTUAL DESIGN SERVICES FOR THE MANDARIN, WALSH, MULBERRY, ELENA/FAXON, MACBAIN/ALEJANDRA/BRITTANY AND FAIR OAKS CUL-DE-SAC PROJECTS**

**Recommendation: Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Wilsey Ham to provide conceptual and final design services for the Mandarin, Walsh/Belbrook, Mulberry, Elena/Faxon, MacBain/Alejandra/Brittany and Fair Oaks Cul-De-Sac Projects, in an amount not to exceed \$44,184 plus a ten percent contingency, for a total authorization of \$48,602.**

**B. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WILSEY HAM FOR CONCEPTUAL AND FINAL DESIGN SERVICES FOR THE POLHEMUS AVENUE CUL-DE-SAC PROJECT**

**Recommendation: Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Wilsey Ham to provide conceptual and final design services for the Polhemus Avenue Cul-De-Sac Project in an amount not exceed \$41,771, plus a 10% contingency, for a total authorization of \$45,948.**

**19. APPROVAL OF AN AGREEMENT BETWEEN THE TOWN OF ATHERTON AND MARC G. HYNES TO PROVIDE ATTORNEY SERVICES**

**Recommendation: Review proposal for services attached and take actions deemed appropriate.**

**20. APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF ATHERTON AND MANAGEMENT PARTNERS INCORPORATED FOR SELECTING A CITY ATTORNEY**

**Recommendation: City Council to consider approval between the Town of Atherton and Management Partners incorporated for selecting a City Attorney for \$16,900.**

**21. ADOPT A RESOLUTION APPROVING A NO LEFT TURN FROM 4-6 PM MON-FRI ON WESTBOUND WATKINS AVENUE AT EL CAMINO REAL AND A NO PARKING ANY TIME ZONE ON THE EL CAMINO REAL FRONTAGE OF 1906 EL CAMINO REAL**

**Recommendation: Adopt a resolution approving a “No Left Turn from 4 to 6 PM Mon-Fri” on westbound Watkins Avenue at El Camino Real and a “No Parking Any Time” zone on the El Camino Real frontage of 1906 El Camino Real.**

**22. APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO ADVERTISE HOLBROOK-PALMER PARK TRAIL AND BRIDGE PROJECT, PROJECT NO. 08-004**

**Recommendation: Approve the plans and specifications and authorize advertisement for bids for the Holbrook-Palmer Park Trail and Bridge Project, Project No. 08-004.**

**23. ADOPT A RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY/ COUNTY ASSOCIATION OF GOVERNMENTS (C/CAG), CALTRANS DISTRICT 4, THE COUNTY OF SAN MATEO, CITY OF BELMONT, CITY OF BURLINGAME, CITY OF FOSTER CITY, CITY OF MILLBRAE, CITY OF REDWOOD CITY, CITY OF SAN BRUNO, CITY OF SAN CARLOS, CITY OF SAN MATEO, TOWN OF ATHERTON, CITY OF SOUTH SAN FRANCISCO, CITY OF MENLO PARK, CITY OF EAST PALO ALTO, METROPOLITAN TRANSPORTATION COMMISSION (MTC), AND SAN MATEO COUNTY TRANSPORTATION AUTHORITY (SMCTA) TO ACKNOWLEDGE THE SMART CORRIDORS PROJECT, AND TO AGREE TO WORK COOPERATIVELY TO ASSIST IN DEVELOPMENT OF THE SMART CORRIDORS PROJECT**

**Recommendation: Adopt a resolution approving a Memorandum of Understanding (MOU) between the City/ County Association of Governments (C/CAG), Caltrans District 4, the County of San Mateo, City of Belmont, City of Burlingame, City of Foster City, City of Millbrae, City of Redwood City, City of San Bruno, City of San Carlos, City of San Mateo, Town of Atherton, City of South San Francisco, City of Menlo Park, City of East Palo Alto, Metropolitan Transportation Commission (MTC), and San Mateo County Transportation Authority (SMCTA) to acknowledge the Smart Corridors Project, agreeing to work cooperatively to assist in development of the Smart Corridors project, and directing the City Manager to execute said MOU on behalf of the Town of Atherton.**

**24. ADOPTION OF A RESOLUTION:**

- A. AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH CALTRANS FOR SAFE ROUTES TO SCHOOL PROGRAM FUNDING PROJECTS**
- B. APPROVAL OF GRANT FUNDING AGREEMENT FOR SAFE ROUTES TO SCHOOL GRANT PROJECTS ON VALPARAISO AVENUE AT SACRED HEART SCHOOLS AND ON CAMINO AL LAGO AT LAS LOMITAS ELEMENTARY SCHOOL**

**Recommendation: Adopt a Resolution authorizing the City Manager to execute agreements with Caltrans for Safe Routes to School (SR2S and SRTS) funded projects.**

**PUBLIC HEARINGS (Item 25)**

- 8:55 P.M. 25. APPEAL REGARDING PLANNING COMMISSION DECISION REGARDING 67 MARYMONT AVENUE**

**The appellant has withdrawn the appeal.**

**REGULAR AGENDA (Item 26)**

- 9:00 P.M. 26. TOWN CENTER PROJECT: UPDATE, SURVEY, PUBLIC OUTREACH (Oral Report)**

- 9:15 P.M. 27. COUNCIL REPORTS**

- 9:25 P.M. 28. PUBLIC COMMENTS**

9:30 P.M. 29. ADJOURN

**PLEASE NOTE:**

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

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# 2020 Peninsula Gateway Corridor Study

## Evaluation of Potential Traffic Improvements to the Connections of US-101 and the Dumbarton Bridge

### DEFINITION OF PROBLEM

The existing State highways within the study area all experience substantial traffic demand and poor operating conditions during the peak commute periods.

### STUDY OBJECTIVES

The purpose of the study is to identify short, medium, and long-range roadway improvement options for addressing traffic congestion issues.

The objective was to define and evaluate alternative traffic improvements in the Study area that address the following goals:

- Facilitate access;
- Enhance economic opportunities
- Optimize use of existing infrastructure
- Reduce congestion and local community impacts; and
- Minimize environmental impacts on sensitive resources

This study was prepared in conjunction with other transportation planning efforts.

### STUDY PARTNERS

- C/CAG
- San Mateo County Transportation Authority
- Valley Transportation Authority
- Town of Atherton
- City of East Palo Alto
- City of Menlo Park
- City of Mountain View
- City of Palo Alto
- City of Redwood City
- Caltrans
- MTC
- Midpeninsula Regional Open Space District



The study area encompasses US-101 between SR 84 (Woodside Road) and SR 85 (Stevens Creek Freeway) junction, as well as SR 84 (Bayfront Expressway) from the Dumbarton Bridge landing to US-101 including the connecting streets between the Bayfront Expressway and US-101.

### STUDY ACCOMPLISHMENTS

**Meetings** - Oversight provided by Policy and Technical Advisory Committees. Over 80 meetings total.

**Public Input Process** - Over 300 project ideas and suggestions were received through engagement of key stakeholders and community groups.

**Conceptual Solutions** - 71 potential projects generated for “Universe of Alternatives” from project ideas.

**Assessment of Alternatives** - Performed evaluation of traffic benefits, construction costs, and potential impacts utilizing a “high-medium-low” approach. Completed detailed engineering analysis for eight representative project solutions.

**Comparison of Solutions and Findings** - Compared benefits and costs between alternatives and summarized results.

**Categorization of Alternatives** - Project alternatives were grouped into different categories to determine projects for development and implementation.

**Secured \$84M (SC Co.) and \$60M (SM Co.) in funding from CMIA Program**

Project Sponsors:



For more information: [www.ccag.ca.gov](http://www.ccag.ca.gov)

John Hoang 650-363-4105 [jhoang@co.sanmateo.ca.us](mailto:jhoang@co.sanmateo.ca.us)

## NEXT STEPS

Development of an Action Plan for implementation and additional engineering analysis. The Action Plan should also identify funding strategies and establish a schedule.

- Community Outreach
- Finalize Action Plan
- Approve Action Plan
- Fund Action Plan

## ACTION PLAN (Draft)

Provides a framework for advancing projects to implementation and further project development (engineer analysis).

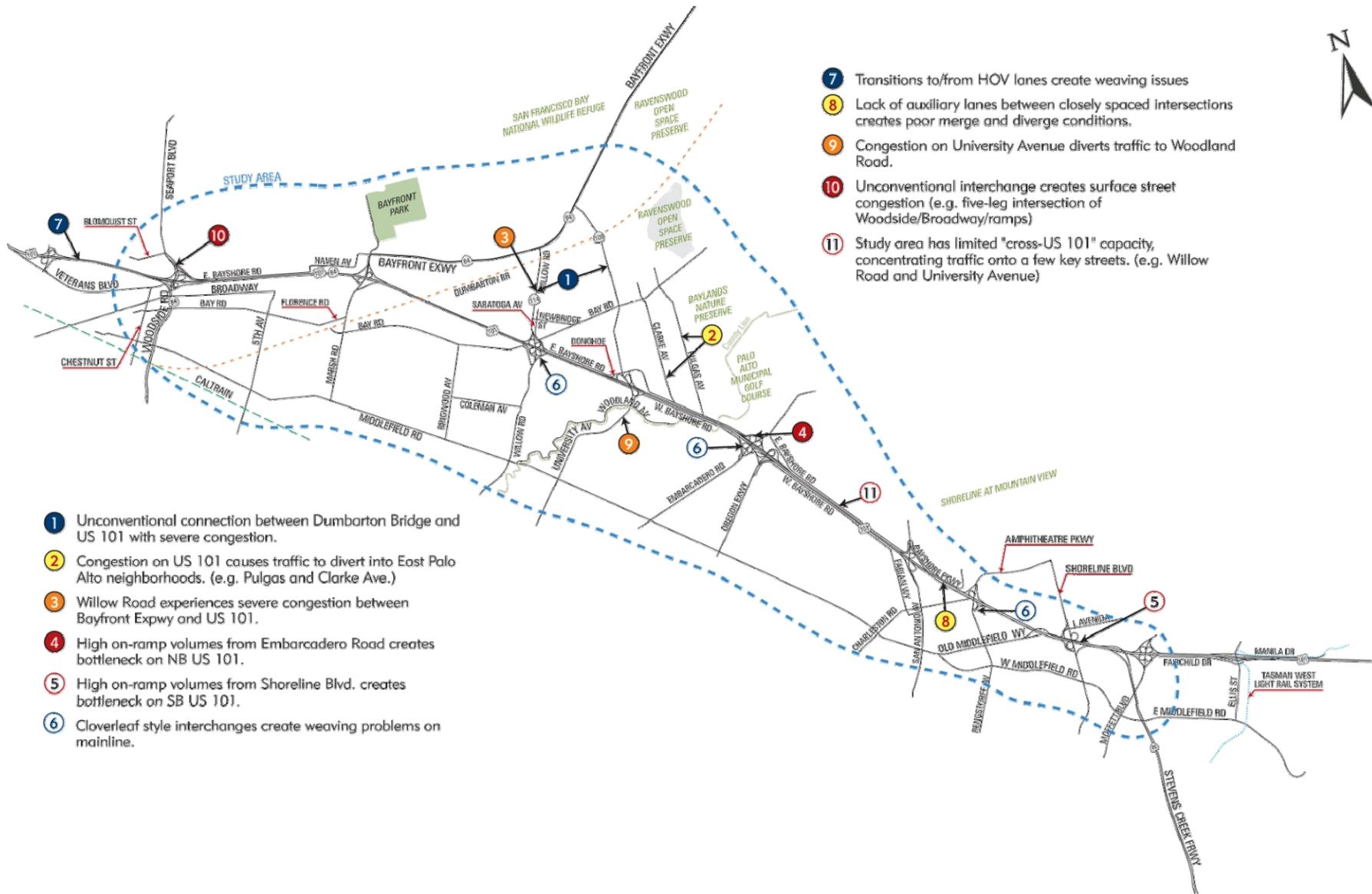
IMPLEMENTATION	City	Traffic Benefits		Cost	Potential Impacts			
		Change in Congestion	Reduce local traffic		Visual	Noise	Env	ROW
<b>Proposed Improvements</b>								
<b>Smart Corridors</b> – Intelligent Transportation Systems (ITS) and Traffic Incident Management	All	●	●	\$ - \$\$\$	●	-	-	-
<b>Willow Road operational improvements and ITS</b> – Signal timing during peak periods, exit/entrance right turn pockets, or prohibit left turn during peak periods	EPA, MP	●	●	\$	-	-	○	●
<b>University Avenue operational improvements and ITS</b> – Signal timing during peak periods, exit/entrance right turn pockets, or prohibit left turn during peak periods	EPA	●	●	\$	-	-	○	●
<b>Hwy 101 / University Interchange improvements (West side)</b> – Phase 2 improvements and bike/pedestrian facility	EPA	●	●	\$\$\$\$	varies	varies	varies	varies
<b>Residential traffic management elements incorporated into capital projects</b> – To be included as part of capital projects	EPA, All	-	●	\$	-	-	●	-

ADDITIONAL ENGINEERING ANALYSIS	City	Traffic Benefits		Cost	Potential Impacts			
		Change in Congestion	Reduce local traffic		Visual	Noise	Env	ROW
<b>Proposed Improvements</b>								
<b>Reconstruct Embarcadero/Oregon interchange.</b> Includes considerations for Bike/Ped lanes	MV, PA	●	●	\$\$\$	●	●	●	●
<b>Reconstruct San Antonio interchange.</b>	MV, PA	●	-	\$\$\$	●	●	●	●
<b>Grade Separations at Bayfront Expwy/Willow and Bayfront Expwy/University</b>	EPA, MP	●	●	\$\$\$\$	●	●	●	●
<b>Direct flyover connection between Bayfront Expwy/Marsh and Hwy 101 north of Marsh</b>	MP, RWC	●	●	\$\$\$	○	●	●	○
<b>Willow Road (east of Hwy 101)</b> – Separate local and regional traffic	EPA, MP	●	varies	\$\$\$\$	varies	varies	varies	varies
<b>University Ave (east of Hwy 101)</b> – Separate local and regional traffic	EPA, MP	varies	●	\$\$\$\$\$	varies	varies	varies	varies
<b>Hwy 101 / University Interchange improvements (East side)</b>	EPA	●	●	\$\$\$\$	varies	varies	varies	varies

City	Traffic Benefits	Construction Cost	Potential Impacts
EPA East Palo Alto	● Improvement	\$\$\$\$\$ > \$500M	● Less-Than-Significant
MP Menlo Park	● Small Improvement	\$\$\$\$ \$200M–\$500M	● Less-Than-Significant (w/ Mitigation)
MV Mountain View	○ Degrade	\$\$\$ \$50M–\$200M	○ Significant
PA Palo Alto	- No Change	\$\$ \$1M–\$50M	- None
RC Redwood City	- No Change	\$ < \$1M	- None

# 2020 PENINSULA GATEWAY CORRIDOR STUDY

## Definition of Problem



- 1 Unconventional connection between Dumbarton Bridge and US 101 with severe congestion.
- 2 Congestion on US 101 causes traffic to divert into East Palo Alto neighborhoods. (e.g. Pulgas and Clarke Ave.)
- 3 Willow Road experiences severe congestion between Bayfront Expy and US 101.
- 4 High on-ramp volumes from Embarcadero Road creates bottleneck on NB US 101.
- 5 High on-ramp volumes from Shoreline Blvd. creates bottleneck on SB US 101.
- 6 Cloverleaf style interchanges create weaving problems on mainline.

- 7 Transitions to/from HOV lanes create weaving issues
- 8 Lack of auxiliary lanes between closely spaced intersections creates poor merge and diverge conditions.
- 9 Congestion on University Avenue diverts traffic to Woodland Road.
- 10 Unconventional interchange creates surface street congestion (e.g. five-leg intersection of Woodside/Broadway/ramps)
- 11 Study area has limited "cross-US 101" capacity, concentrating traffic onto a few key streets. (e.g. Willow Road and University Avenue)





**DRAFT MINUTES**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON CHANNEL**  
**DRAINAGE DISTRICT**  
**SEPTEMBER 16, 2008**  
**6:00 P.M.**  
**Meeting Room**  
**Town Administrative Offices**  
91 Ashfield Road  
Atherton, California  
**Special Meeting**

The meeting was called to order by Mayor Janz at 6:00 p.m.

**ROLL CALL**

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

**PUBLIC COMMENTS**

There were no public comments.

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION – pursuant to  
Government Code Section 54957(b)(1)**

**Title: City Attorney**

**Title: City Manager**

**RECONVENE TO OPEN SESSION**

**Report of action taken.**

**City Attorney Marc Hynes reported out of Closed Session that there was no reportable action taken.**

**ADJOURN**

**The meeting was adjourned by Mayor Janz at 8:55 p.m.**

**Respectfully submitted,**

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

**Minutes Prepared by:**  
**Kathi Hamilton**



**DRAFT MINUTES**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON CHANNEL**  
**DRAINAGE DISTRICT**  
**September 17, 2008**  
**5:30 P.M.**  
**Meeting Room**  
**Town Administrative Offices**  
91 Ashfield Road  
Atherton, California  
**Special Meeting**

The meeting was called to order by Mayor Janz at 5:35 p.m.

**ROLL CALL**

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

**PUBLIC COMMENTS**

There were no public comments.

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

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

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

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

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

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

**Employee Organization: Management Employees**

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

**One (1) potential case**

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

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

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

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

**Three (3) potential cases**

**RECONVENE TO OPEN SESSION**

**Report of action taken.**

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

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

**There was no reportable action taken.**

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

**There was no reportable action taken**

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

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

**There was no reportable action taken.**

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

**There was no reportable action taken.**

**D. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED  
LITIGATION**

**Significant exposure to litigation pursuant to subsection (b) of Government  
Code Section 54956.9:**

**There was no reportable action taken regarding the three potential cases.**

**ADJOURN**

**The meeting was adjourned by Mayor Janz at 6:55 p.m.**

**Respectfully submitted,**

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**James R. Janz  
Mayor**

**Minutes Prepared by:  
Kathi Hamilton**



**DRAFT MINUTES**  
**Town of Atherton**  
**CITY COUNCIL**  
**ATHERTON CHANNEL DRAINAGE DISTRICT**  
**SEPTEMBER 17, 2008**

**7:00 p.m.**  
**TOWN COUNCIL CHAMBERS**  
94 Ashfield Road  
Atherton, California

**REGULAR MEETING**

**Mayor Janz called the meeting to order at 7:08 p.m.**

**1. PLEDGE OF ALLEGIANCE**

**2. ROLL CALL**

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

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

**3. PRESENTATIONS**

**A. Swearing In/Oath of Office for Chief of Police Glenn Nielsen**

**Acting City Clerk Kathi Hamilton administered the Oath of Office for Police Chief Glenn Nielsen. Former Police Chief Richard Moore had the honor of pinning Police Chief Nielsen's badge.**

**B. Swearing In/Oath of Office for Police Lieutenant Michael Guerra Police Sergeant Anthony Kockler, and Communications Supervisor John Mattes**

**Chief of Police Glenn Nielsen introduced Police Lieutenant Michael Guerra, Police Sergeant Anthony Kockler, and Communications Supervisor John Mattes. Acting City Clerk Kathi Hamilton administered the Oath of Office and family members "pinned" the newly promoted officers.**

**C. Kevin McCarthy – SBWMA – RFP Operations, Facilities, and Collection**

Present were Kevin McCarthy, Executive Director, South Bayside Waste Management Authority (SBWMA); Cliff Feldman, Recycling Programs Manager, SBWMA; Hilary Ganz, Facilities Operations Contract Manager, SBWMA; Brian Ponty, Finance Director, Redwood City; Ric Hutchinson, R3 Consulting; Richard Tagore-Erwin, R3 Consulting. Mr. Hutchinson, a member of the Evaluation Team, explained the Request for Proposal process which began in October 2006. Significant changes would take place such as automated weekly curbside service of solid waste, single-stream recycling, and separate organics, as well as a different fee structure. He explained the RFP process as well as the Evaluation and Selection processes and responded to Council's questions. The Selection Committee was recommending Norcal. Each member agency would need to make a decision whether to contract with Norcal. If one or more agencies did not choose Norcal, the cost would change. Each agency would have significant input to negotiating the final scope of services and contract with Norcal. Contracts needed to be completed by the middle of 2009 in order for vendors to order equipment. The contract would go into effect on January 1, 2011.

Mayor Janz stated that the applicant for Item No. 29 regarding Parker Avenue requested a continuance until January 2009. Anyone who was present and wanted to speak to the item would be allowed to address the Council. Mayor Janz announced that a Study Session regarding High-Speed Rail was scheduled for September 24, 2008, at 6 p.m., at the Pavilion in Holbrook-Palmer Park.

**4. PUBLIC COMMENTS**

William Grindley, Atherton, said he attended the City of Menlo Park Study Session regarding High-Speed Rail, which he found it to be deliberative and stimulating. He took exception to comments made by Quentin Kopp.

Elizabeth Lewis Atherton, spoke regarding the Historic Artifact Ordinance and noted she was a stakeholder who had been interviewed. She queried whether workshops had been scheduled. Additionally, she asked whether Council would be informing the public regarding potential refunds/overcharges of the business license tax.

Carol Flaherty, Atherton, spoke regarding a building permit for a property on Adam Way that totaled approximately \$93,000. She compared Building Department costs/fees with surrounding jurisdictions and found Atherton's fees to be much higher. The California Constitution stipulated that a regulatory fee must not exceed the sum reasonably necessary to cover the cost of the purpose sought in order to be considered as a fee rather than a guise for a tax. She cited California Government Code 66014 and California Attorney General's Opinion 92-506. She also noted a nexus study was necessary to substantiate costs. Any fees charged in excess must be returned with interest.

**John Ruggiero, Atherton, noted a different comment included on the agenda under Public Comments.**

**John Postour requested that Item No. 28A be taken out of order.**

**Mayor Janz indicated Item No. 28A would be taken up in order as the items before it were short.**

**5. REPORT OUT OF CLOSED SESSION**

**City Attorney Marc Hynes reported out of a Special Closed Session held on September 16, 2008, as follows:**

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION – pursuant to Government Code Section 54957(b)(1)**

**Title: City Attorney**

**Title: City Manager**

**There was no reportable action taken.**

**City Attorney Marc Hynes reported out of Closed Session held on September 17, 2008, as follows:**

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

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

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

**Agency Negotiators: Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.  
Employee Organization: Atherton Police Officers Association (APOA)**

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

**There was no reportable action taken.**

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

**One (1) potential case**

**There was no reportable action taken.**

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

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

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

**There was no reportable action taken on either case.**

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

**Three (3) potential cases**

**There was no reportable action taken.**

**City Attorney Marc Hynes tendered his resignation in accordance with the agreement between the Town and Marc G. Hynes of Atkinson, Farasyn, LLP, dated August 1, 2000. He gave written 30-day notice that his last day with the Town would be Friday, October 17, 2008.**

**6. CITY MANAGER’S REPORT**

**City Manager Jerry Gruber announced a Joint meeting scheduled for September 23, 2008, at 6:00 p.m., in the Council Chambers, between the City Council, the General Plan Committee, and the Planning Commission regarding the Housing Element Update. Additionally, a Study Session was scheduled for September 24, 2008, at 6 p.m., at the Pavilion in Holbrook-Palmer Park, regarding High-Speed Rail. He introduced the new Assistant City Manager Eileen Wilkerson and Louise Ho, new Finance Director, who would start with the Town on October 7.**

**7. COMMUNITY ORGANIZATION ROUNDTABLE REPORT (**

**San Mateo County Mosquito and Vector Control District - Dr. Sam Lerner**

**Dr. Lerner, Atherton’s representative to the San Mateo County Mosquito and Vector Control District said technicians continually worked to control mosquitoes in the Atherton Channel and salt marshes. The District was an independent special district funded by property taxes. Vector was any animal that could transmit diseases. He reported on services provided by the District and distributed a pamphlet on West Nile Virus.**

**CONSENT CALENDAR** (Items 8-27)

Mayor Janz removed Item Nos. 15 and 26 for discussion. Council Member Marsala removed Item Nos. 11, 16, and 17. Council Member McKeithen removed Item No. 10.

MOTION – to approve the Consent Calendar as presented with the exception of Item Nos. 10, 11, 15, 16, 17, and 26, which were placed on the Regular Agenda for discussion

M/S McKeithen/Marsala

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

8. **APPROVED MINUTES OF THE SPECIAL JOINT CLOSED SESSION MEETING OF THE CITY COUNCIL AND ATHERTON RAIL COMMITTEE OF AUGUST 5, 2008, AND THE SPECIAL CLOSED SESSION MEETING AND REGULAR CITY COUNCIL MEETING OF AUGUST 20, 2008**
9. **APPROVED BILLS AND CLAIMS FOR AUGUST IN THE AMOUNT OF \$1,193,117**
10. ~~ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR AUGUST 2008~~  
*(Removed and placed on the Regular Agenda for discussion.)*
11. ~~ADOPTION OF A RESOLUTION RATIFYING COLLECTION AND ALLOCATION OF BUILDING INSPECTION FEES~~ *(Removed and placed on the Regular Agenda for discussion.)*
12. **APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO ADVERTISE HOLBROOK-PALMER PARK FOUNTAIN LANDSCAPE PROJECT, PROJECT NO. 08-006**  
  
**Approved the plans and specifications and authorized advertisement for bids for the Holbrook-Palmer Park Fountain Landscape Project, Project No. 08-006.**
13. **APPROVAL OF REVISED CITY COUNCIL COMMITTEE ASSIGNMENTS**  
  
**Approved revised Council Committee assignments made by Mayor Janz.**
14. **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KIKUCHI & ASSOCIATES FOR LANDSCAPE DESIGN SERVICES FOR THE HOLBROOK-PALMER PARK IRRIGATION MASTER PLAN PROJECT**  
  
**Accepted the proposal and authorized the City Manager to sign a Professional Services Agreement with Kikuchi & Associates to provide landscape design services for the Holbrook-Palmer Park Irrigation Master Plan Project in an amount not to exceed \$20,200, plus a 10% contingency, for a total authorization of \$22,220.**
15. ~~AUTHORIZATION TO SURVEY TOWN RESIDENTS ABOUT SECOND DWELLING UNIT, GUEST HOUSES AND INTERNAL LIVING UNITS~~ *(Removed and placed on the Regular Agenda for discussion.)*

- ~~16. ADOPTION OF A RESOLUTION APPROVING A NEW POLICY POLICY AGAINST WORKPLACE VIOLENCE (Removed and placed on the Regular Agenda for discussion.)~~

Adopt resolutions amending the City Council Rules of Procedure and the Code of Conduct and Procedures to include provisions regarding statements made regarding City Council policy.

- ~~17. ADOPTION OF RESOLUTIONS REVISING TOWN OF ATHERTON CITY COUNCIL RULES OF PROCEDURE AND TOWN OF ATHERTON CODE OF CONDUCT AND PROCEDURES (Removed and placed on the Regular Agenda for discussion.)~~

18. APPROVAL OF THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT BY AND BETWEEN THE CITY OF PALO ALTO, THE CITY OF MENLO PARK, THE CITY OF EAST PALO ALTO, THE TOWN OF ATHERTON, THE COUNTY OF SAN MATEO AND THE COUNTY OF SANTA CLARA TO PROVIDE FOR A CABLE TELEVISION AND VIDEO FRANCHISING ADMINISTRATION AND ENFORCEMENT PROCESS IN LIGHT OF THE CALIFORNIA DIGITAL INFRASTRUCTURE AND VIDEO COMPETITION ACT

Approved the Amended and Restated Joint Exercise of Powers Agreement (Amended JPA) by and between the City of Palo Alto, the City of Menlo Park, the City of East Palo Alto, the Town of Atherton, the County of San Mateo and the County of Santa Clara to provide for a cable television and video franchising administration and enforcement process relating to state franchise holders under the California Digital Infrastructure and Competition Act (DIVCA). The amended JPA will serve as the substitute for the Joint Exercise of Powers Agreement, dated July 26, 1983, and the Joint Operating Agreement, dated October 13, 1983.

19. RESPONSE TO GRAND JURY RE GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT 45 (GASB) 45 (FINANCE)

Approved the letter in response to the Grand Jury.

20. SET A DATE FOR A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S DECISION REGARDING 67 MARYMONT AVENUE

Set the date for the public hearing for the City Council meeting of October 15, 2008.

21. ADOPTION OF TWO RESOLUTIONS REGARDING AB2544 ANNUITANT MEDICAL INSURANCE – MISCELLANEOUS AND MANAGEMENT GROUPS

Adopted Resolution No. 08-31, "A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON ELECTING TO BE SUBJECT TO PUBLIC EMPLOYEES MEDICAL AND HOSPITAL CARE ACT ONLY WITH RESPECT TO MEMBERS OF A SPECIFIC EMPLOYEE ORGANIZATION; AND FIXING THE EMPLOYER'S CONTRIBUTION FOR EMPLOYEES AND THE EMPLOYER'S

**CONTRIBUTION FOR ANNUITANTS AT DIFFERENT AMOUNTS; AND RESCINDING RESOLUTION 08-05 AND RESOLUTION 92-21.” Adopted Resolution No. 08-32, “A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON ELECTING TO BE SUBJECT TO PUBLIC EMPLOYEES MEDICAL AND HOSPITAL CARE ACT ONLY WITH RESPECT TO MEMBERS OF A SPECIFIC EMPLOYEE ORGANIZATION; AND FIXING THE EMPLOYER’S CONTRIBUTION FOR EMPLOYEES AND THE EMPLOYER’S CONTRIBUTION FOR ANNUITANTS AT DIFFERENT AMOUNTS; AND RESCINDING RESOLUTION 08-07.**

- 22. RECOMMENDATIONS FROM THE SCREENING COMMITTEE REGARDING THE APPOINTMENT PROCESS FOR COMMITTEES/COMMISSIONS IN CONJUNCTION WITH RESOLUTION NO. 08-24**

Approved the recommendations of the Screening Committee on a process to fill those terms that have expired or have been extended and/or recruit for new members on Committees/Commissions.

- 23. ADOPT A RESOLUTION APPROVING A NO STOPPING ZONE ON ENCINAL AVENUE ALONG THE FRONTAGE OF ENCINAL SCHOOL BETWEEN MIDDLEFIELD ROAD AND THE ENCINAL SCHOOL DRIVEWAY**

Adopted Resolution No. 08-33, “A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON GOVERNING TRAFFIC AND PARKING ON ALONG THE FRONTAGE OF ENCINAL SCHOOL BETWEEN MIDDLEFIELD ROAD AND THE ENCINAL SCHOOL DRIVEWAY PURSUANT TO ATHERTON MUNICIPAL CODE, SECTION 10.04.010.”

- 24. UPDATE ON CITY MANAGER’S GOALS AND OBJECTIVES AS IDENTIFIED IN THE 2008/09 BUDGET**

Reviewed and accepted the update of City Manager’s goals and objectives as identified in the 2008/09 Budget.

- 25. RESOLUTION ADOPTING FINDINGS ON APPEAL OF THE PROPERTY OWNERS AT 99 DEBELL DRIVE FROM A DETERMINATION BY THE PUBLIC WORKS DIRECTOR (CHAPTER 17.44 OF THE ATHERTON MUNICIPAL CODE)**

Adopted Resolution No. 08-34, “A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON DENYING APPEAL OF PUBLIC WORKS DIRECTOR’S ISSUANCE OF ENCROACHMENT PERMIT FOR 99 DEBELL DRIVE, ATHERTON.”

- ~~**26. APPROVE AMENDING THE AGREEMENT WITH MENLO ATHERTON LITTLE LEAGUE TO KEEP THE FIELD BACKSTOPS IN PLACE YEAR-ROUND**~~  
*(Removed and placed on the Regular Agenda for discussion.)*

- 27. AWARD OF A SOLE SOURCE CONTRACT TO NOR-CAL COATINGS FOR THE MISCELLANEOUS TOWNHOUSE REPAIRS PROJECT, PROJECT NO. 08-018**

**Awarded the sole source contract for the Miscellaneous Townhouse Repairs Project, Project No. 08-018, to Nor-Cal Coatings for \$48,940, with a 10% construction contingency of \$4,894, for a total authorization of \$53,834; and to authorize the City Manager to sign the contract on behalf of the Town.**

**PUBLIC HEARINGS (Item 28A&B)**

**28A. INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 17.38 REGARDING SPECIAL EVENTS**

**City Attorney Marc Hynes said the Chapter 17.38, as amended, remained essentially the same except for the removal of Parades, Marches and Assemblages which were removed and placed in a new chapter. Additionally, the Non-School Event Guidelines were incorporated into Chapter 17.38.045.**

**Mayor Janz opened the public hearing on both Item No. 28A and 28B.**

**Sandra Dubinsky, Sacred Heart Schools, clarified that neighbors walking on the track or parking in the parking lot when holding events in their homes did not need a permit. Additionally, the school was not limited to the number of events held in a year.**

**John Postour, Menlo Park, Board Member of Menlo-Atherton Pop Warner, encouraged Council to vote against the ordinance because it remained unfair and unjust. Sporting events such as Pop Warner should be removed from the ordinance. He suggested the ordinance be redrafted since it was unworkable with youth sports.**

**Nick Becker, Pop Warner Football Player, said if Pop Warner was unable to use the field at Menlo-Atherton High School, he would have to go to Redwood City or Palo Alto.**

**Carol Flaherty, Atherton, complimented the football players on how well behaved they were.**

**Mel Britton, Atherton, said no one was anti kids. Initially there were concerns about the times and the length of play, amplified sound, etc. Presently, he was happy with the results, there were no complaints, and no one went to the Planning Commission to discuss the issue.**

**Mr. Rodriguez, Pop Warner Football, urged Council to reconsider and redraft the ordinance as it was restrictive to Pop Warner Football. Sports participation included exercise and interactions for kids, as well as learning how to solve problems. Youth athletics needed to be encouraged.**

**P.J. Lopez, Pop Warner Football Player, said he loved to play football, and he really liked the field at Menlo-Atherton High School.**

**Adam Greenlow, Pop Warner Football player, loved to play football. If he didn't play football, he would not get any exercise and would just sit around.**

**Marcus Grecianberg, Pop Warner Football Player, said if he did not play football, he would not have anything else to do. He was better able to concentrate on his homework after playing football.**

**Greg Simonian, Menlo Park, said his son played Pop Warner Football. He asked Council to consider what jurisdiction that Town had to enforce the ordinance on school grounds. He was not sure the Town had standing to enforce the ordinance. He thought Proposition G preempted the ordinance with regard to community use of Menlo-Atherton football fields. He believed applying the ordinance to organized sports was infringing on First Amendment rights. He suggested that Council needed to study the issues because the ordinance, as written, was unconstitutional and vague.**

**Ruben Avilar, East Palo Alto, said his son had played Pop Warner Football for six years. The ordinance would impact East Palo Alto and Menlo Park kids from participating in an organized program such as Pop Warner. He encouraged Council to rethink the ordinance.**

**Greg Baty, Atherton, believed the voice of the community had been heard but not listened to. The ordinance was too restrictive. There was a trickle down effect with soccer teams and Lacrosse teams because Pop Warner was playing on both Saturdays and Sundays. He reiterated treating sports as special events did not make sense. He urged Council to take youth sports out of the Special Events ordinance.**

**Elizabeth Lewis, Atherton, was surrounded by schools and loved to hear the kids playing tennis, softball, soccer, football, etc. She said to remember why the "founding fathers" settled here: the responsibility to educate our children and to live with dignity.**

**Mayor Janz closed the public hearings.**

**Council Member Dobbie said nobody on the Council was suggesting not playing on the fields at Menlo-Atherton High School. For the past two years, generally speaking, everything had worked well. He read an e-mail into the record that was addressed to the residents. He reiterated that the Council was totally in support of youth sports. He recommended sending the item back to the Planning Commission with the comments received that evening to perhaps redraw or change the ordinance.**

**Vice Mayor Carlson agreed.**

**Council Member Marsala said there were two points to the ordinance, indoor activities and outdoor activities. Regarding indoor activities, he suggested all the schools be allowed the same guidelines as Menlo-Atherton's Performing Arts Center, i.e., no permit was required for events under 200 people. He suggested if the item was heard at the Planning Commission that it be heard early on the agenda. He suggested allowing more flexibility to the hours on Saturdays in order to have Sundays free.**

Council Member McKeithen agreed the item needed to go back to the Planning Commission and possibly the General Plan Committee and encouraged everyone to attend.

Mayor Janz clarified the intent that evening was to not make any changes. However, people clearly wanted a change and he agreed to send the item back to the Planning Commission. He encouraged everyone to attend.

**MOTION – to refer Chapter 17.38 to the Planning Commission for further study and input from the affected groups**

M/S Marsala/McKeithen

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

**28B. INTRODUCTION OF AN ORDINANCE ADDING A NEW CHAPTER 9.06 REGARDING PARADE PERMITS;**

By consensus of the Council, Item No. 28B was continued until Item No. 28A was returned to Council.

**REGULAR AGENDA (Items 29-31)**

**29. REQUEST TO INITIATE REZONING OF PARKER AVENUE FROM R1-A TO R1-B ZONING DISTRICT** (*Continued from the City Council meeting of August 20, 2008.*)

After a brief discussion and by consensus of the Council, the item was continued to January 2009.

**10. ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR AUGUST 2008** (*Removed from the Consent Calendar and placed on the Regular Agenda for discussion.*)

Council Member McKeithen said the Finance Committee asked for a comparison analysis from year to year with regard to expenditures and revenues, which was omitted from the staff report. She asked that it be reinstated. She queried the expenditure of 27% for two months in the City Council budget.

Interim Finance Director Bill Yeomans said it included annual dues and membership fees at the beginning of the fiscal year.

Council Member McKeithen said in addition to comparisons, when expenditure were out of whack, she asked that an explanation be given.

**MOTION – to accept the Monthly Financial Report for August 2008**

M/S McKeithen/Dobbie

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

**11. ADOPTION OF A RESOLUTION RATIFYING COLLECTION AND ALLOCATION OF BUILDING INSPECTION FEES** (*Removed from the Consent Calendar and placed on the Regular Agenda for discussion.*)

**Council Member Marsala said in May 2000, building permit fees were increased from \$110 a square foot to \$250 a square foot, \$146,000 a year was set aside for administrative costs, and savings of \$600,000 a year were set aside for future building inspections. Additionally, funds were set aside to fund a future building for the Building Department. Council Member Marsala continued with a presentation analyzing the surplus throughout the years from 2001. He estimated approximately \$2.3 million should have been set aside as approved with Resolution No. 00-13. He wanted clarity to set aside the money in order to replace the Building Department trailers.**

**A discussion ensued regarding the various analyses that were used. Additionally, there was some confusion as to what Council was being asked to do that evening. City Attorney Marc Hynes clarified that Council was being asked to ratify the original allocation of \$200,000 per year to be set aside for a future facility.**

**Council Member McKeithen concurred. One action was to ratify what had taken place. The other was whether Council wanted to start looking at fees and the reference of the fees to the actual effect of the use of the fees which would require further research.**

**MOTION – to adopt the Resolution to ratify what took place in 2000; request a detailed analysis that covers all the years from 2001 to present day to determine the accuracy of allocations**

**M/S Dobbie/J. Carlson**

**Carol Flaherty, Atherton, said Council needed to look at Marin County in 2001. A Grand Jury investigation of the Building Department revealed the collection of fees in excess of costs which violated the Attorney General’s Opinion 92506. The fees had to be refunded. A reasonable fund for a “rainy day” was okay based on legitimate cost; however, those funds could not be held for a building, which was a capital project. She encouraged Council to table the item until a nexus study was performed.**

**Council Member McKeithen said a real study was needed to know what the actual costs were.**

**Council Member Dobbie withdrew the motion.**

**Mayor Janz believed the intent in 2000 was to set aside the funds and he did not have a problem with ratifying the resolution. He was concerned there might be a larger surplus. He wanted to know what was collected over the expenses.**

**MOTION – to direct the City Manager to work with the new Finance Director to perform a full cost allocation analysis of the Building Department fees from 2001 to the present; to work in conjunction with the City Attorney to determine the legality in terms of the cost allocations; and return to Council with findings and recommendations**

**M/S McKeithen/J.Carlson                      Ayes: 5    Noes: 0    Absent: 0    Abstain: 0**

- 16.    ADOPTION OF A RESOLUTION APPROVING A NEW POLICY – POLICY AGAINST WORKPLACE VIOLENCE *(Removed from the Consent Calendar and placed on the Regular Agenda for discussion.)***

**Council Member Marsala suggested adding verbal harassment to the Policy on Workplace Violence.**

**Assistant City Manager Eileen Wilkerson said staff would be bringing the Policy against Harassment and Retaliation to the Council in October that would include verbal harassment.**

**M/S McKeithen/Dobbie                      Ayes: 5    Noes: 0    Absent: 0    Abstain: 0**

- 17.    ADOPTION OF RESOLUTIONS REVISING TOWN OF ATHERTON CITY COUNCIL RULES OF PROCEDURE AND TOWN OF ATHERTON CODE OF CONDUCT AND PROCEDURES *(Removed from the Consent Calendar and placed on the Regular Agenda for discussion.)***

**Council Member Marsala asked for clarification regarding freedom of speech in relation to the Code of Conduct.**

**City Attorney Marc Hynes stated if Council wished to include requirements as to what could or could not be said, a workshop should be scheduled since First Amendment rights could become an issue.**

**Council Member Dobbie clarified Members of Council were free to say whatever they liked as long as they were clear they were not speaking on behalf of the Town without Council approval.**

**MOTION – to adopt Resolution No. 08-36, “A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON AMENDING TOWN OF ATHERTON CODE OF CONDUCT AND PROCEDURES REGARDING STATEMENTS CONCERNING TOWN POLICY”; adopt Resolution No. 08-37, “A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON AMENDING CITY COUNCIL RULES OF PROCEDURE REGARDING STATEMENTS CONCERNING TOWN POLICY”**

**M/S Marsala/Dobbie                      Ayes: 5    Noes: 0    Absent: 0    Abstain: 0**



26. **APPROVE AMENDING THE AGREEMENT WITH MENLO-ATHERTON LITTLE LEAGUE TO KEEP THE FIELD BACKSTOPS IN PLACE YEAR-ROUND**  
*(Removed from the Consent Calendar and placed on the Regular Agenda for discussion.)*

Mayor Janz, asked that the words “Little League’s” be removed from the insurance provision since Little League agreed to maintain liability insurance year-round for any claims due to the backstop remaining in place.

**MOTION – to approve with the removal of the words, “Little League’s” from Article VI. Insurance on page 1 of the Amendment: “Little League shall maintain public liability insurance covering ~~Little League’s~~ use of the Project Area....”**

M/S Janz/J.Carlson

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

15. **AUTHORIZATION TO SURVEY TOWN RESIDENTS ABOUT SECOND DWELLING UNIT, GUEST HOUSES AND INTERNAL LIVING UNITS**  
*(Removed from the Consent Calendar and placed on the Regular Agenda for discussion.)*

Mayor Janz distributed a red-lined copy of changes he was suggesting to the survey. He believed there was a lack of parallelism between Second Dwelling Units and Guest Houses and Internal Living Units for the questions being asked. He moved the questions under Internal Living Units, skipping question two, pushing the other questions down so there was parallelism across the board. He suggested a cover letter from the Mayor advising what the purpose was. Additionally, an explanation of the difference between a second dwelling unit and guest house was needed.

Council Member McKeithen thought the first paragraph should explain that all residents were being asked to fill out the survey whether they had any of the units or not. A further explanation of occupying a second dwelling unit for up to 30 days was also needed. She thought the letter should be from the City Manager who would be answering all questions.

Council Member Dobbie agreed a cover letter was needed to explain that no one was being forced to rent out the second dwelling unit.

Deputy Town Planner Lisa Costa Sanders indicated the intent was to send the survey out as an insert with the upcoming issue of the *Athertonian*. An article in the *Athertonian* itself would serve as the cover letter.

Mayor Janz asked Council to authorize him to further “tweak” the survey.

William Grindley, Atherton, thought the survey was complicated. He queried whether asking how much was being charged was necessary. He recommended using a professional survey research group.

Deputy Town Planner Costa Sanders said the Town’s survey was modeled after another jurisdiction that experienced a high rate of return. The reason the question

regarding rent was included was to show the State the ability to use them as affordable housing units.

**MOTION – to authorize Mayor Janz to work with Deputy Town Planner Lisa Costa Sanders to make revisions to the survey as discussed**

**J.Carlson/Dobbie**

**Ayes: 5 Noes: 0 Absent: 0 Abstain: 0**

**32. COUNCIL REPORT**

- **Council Member McKeithen attended the Transportation Committee meeting where the following were discussed: 1) installation of a signal at Encinal and Middlefield; 2) consideration of various traffic options at El Camino Real and Watkins Ave. 3) discussion of possible action on the Menlo-Atherton High School Site Access and Circulation Study; 4) discussion of installing a 25 mph speed sign at 101 Isabella and determination it was not appropriate; 5) discussion of installing “No Parking” signs on a dangerous curve on Isabella; 6) discussion of the pedestrian crosswalk at Hoover and Valparaiso; and 7) discussion regarding the traffic calming survey for Fair Oaks which was not funded and a request to add \$20,000 to the budget was made. The Finance Committee discussed the Purchasing Policy.**
- **Mayor Janz said a report from the Silicon Valley Leadership Group and Solar Tech, an initiative of the Leadership Group, regarding solar energy, a renewable energy source for Bay Area cities’ commercial and residential structures would be presented at the ABAG meeting the next evening.**
- **Council Member Marsala updated Council on the Blue Ribbon Task Force meetings and passed out handouts on activities. Open House tours of Town facilities would be conducted in October. Discussion of fundraising issues would be forthcoming.**
- **Vice Mayor Carlson welcomed Louise Ho to the Town. There were many things to do. In response to Vice Mayor Carlson, Acting City Clerk Kathi Hamilton indicated recruitment notices for committees would be going out in the *Almanac*, the *Athertonian*, and on the website the next day.**
- **Council Member Dobbie said the Blue Ribbon Task Force needed to have a logical plan and hold public meetings regarding proposed Town facilities.**

**33. PUBLIC COMMENTS**

**There were no public comments.**

34. **ADJOURN**

**Mayor Janz adjourned the meeting at 11:10 p.m.**

**Respectfully submitted,**

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

**TOWN OF ATHERTON**  
**CLAIMS LIST**  
September 2008

Payroll Checks	12016 – 12149	\$ 10,362
Electronic Transfers		352,374
A/P Checks	26971 – 27134	624,126
		<b>TOTAL \$ 986,862</b>

I, Jerome Gruber, City Manager of the Town of Atherton, do hereby certify under penalty of perjury that the demands listed above, check numbers 12016 - 12149 (payroll) and 26971 – 27134 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$986,862; are true and correct, and that there are sufficient funds for payment.

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

The above claims, check numbers 12016 – 12149 (payroll) and 26971 - 27134 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$986,862; are true and correct, and are authorized for payment.

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

**SOURCE OF FUNDS**

<b>101</b>	General Fund	\$417,564
<b>105</b>	Tennis	-
<b>201</b>	Special Parcel Tax	1,905
<b>202</b>	Transportation	-
<b>203</b>	Gas Tax	158,366
<b>210</b>	Road Construction Impact Fees	29,208
<b>211</b>	Park Grants	-
<b>213</b>	Library	2,077
<b>401</b>	General Capital Projects	-
<b>403</b>	Atherton Channel District	585
<b>610</b>	Vehicle Replacement	-
<b>611</b>	Computer Maint. & Replacement	4,769
<b>612</b>	Administrative Services	7,239
<b>715</b>	Evans Estate	1,423
<b>740</b>	Tree Committee	990
<b>TOTAL</b>		<b>\$624,126</b>



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

**FROM: BILL YEOMANS, INTERIM FINANCE OFFICER**

**DATE: FOR THE MEETING OF OCTOBER 15, 2008**

**SUBJECT: MONTHLY FINANCIAL REPORT, SEPTEMBER 2008**

#### **RECOMMENDATION:**

Receive the Monthly Financial Report for September 2008.

#### **INTRODUCTION:**

The attached schedules show revenues and expenditures for all funds as of September 30, 2008.

#### **HIGHLIGHTS:**

Two format changes were made this month in response to Council suggestions. A Prior Year column has been added to compare data year to year. In order to show three full months on a cash basis, accruals at June 30, 2008, were added to the Year-to-Date Expenditures.

Revenues in the General Fund after three months (25% of the year) are at \$1,308,607, or 10% of estimate. This amount is normal as property tax and other revenues are received in December and April. The prior year comparison shows that revenues are ahead of last year by \$63,738.

General Fund Expenditures are at \$2,670,527, or 25% of budget. This amount is lower than the prior year by \$341,416. However the prior year was running high on budget at that time.

Total revenues for all funds are at 9% and total expenditures are at 19%.

The tennis courts were patched in August, so a budget adjustment will need to be made to the Tennis Fund (105). Administrative Services is high (43%) as the liability insurance deposit is made in July.

**FISCAL IMPACT:**

Revenue and Expenditure Summary schedules for FY 2008-09 are attached.

Prepared by:

Approved by:

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William Yeomans  
Interim Finance Officer

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Jerome Gruber  
City Manager

TOWN OF ATHERTON  
Revenue Summary  
for the Month Ended September 30, 2008  
25%

Fund	Revenue source	2008-09 Budget	Current Period Revenue	Year to date Revenue (Cash Basis)	Prior Year Revenues (Cash Basis)	% Received
	Property Tax	4,731,282	2,650	23,574	182,409	0%
	Sales & Use Tax	238,235	13,698	59,435	66,177	16%
	Other Taxes	1,461,300	69,593	150,353	186,713	8%
	Licenses & Permits	1,870,000	126,251	404,851	395,073	22%
	Fines & Forfeitures	41,000	2,667	5,553	12,865	14%
	Revenue from Other Agencies	782,706	2,530	127,928	152,345	1%
	Charges for Services	723,000	98,580	278,039	91,282	38%
	Investment & Rental Income	511,000	14,689	240,953	152,797	22%
	Other Revenues	34,000	15,394	17,922	5,208	53%
	<b>Total General Fund Revenues</b>	<b>10,392,523</b>	<b>346,052</b>	<b>1,308,607</b>	<b>1,244,869</b>	<b>10%</b>
	Interfund Transfers In	250,000				
101	<b>General Fund Total</b>	<b>10,642,523</b>	<b>346,052</b>	<b>1,308,607</b>	<b>1,244,869</b>	<b>9%</b>
<b>Special Revenue Funds</b>						
105	Tennis	8,000	75	1,057	912	13%
201	Special Parcel Tax	1,858,000	0	26,658	48,705	0%
202	Transportation	280,000	0	43,044	102,454	15%
203	Street Improvement (Gas Tax)	139,000	69,683	70,772	40,407	51%
209	State COPS Grant	100,000	0	162	140	0%
210	Road Construction Impact Fees	1,265,033	80,041	238,796	148,756	19%
211	Grants Fund	247,300	0	1,359	0	1%
213	Library	650,000	0	20,787	25,769	3%
	<b>Total</b>	<b>4,547,333</b>	<b>149,799</b>	<b>402,635</b>	<b>367,143</b>	<b>8%</b>
<b>Capital Project Funds:</b>						
401	Capital Improvement	27,200	0	1,740	3,219	6%
402	Storm Drainage	21,000	0	299	505	1%
403	Channel Drainage District	79,666	33	815	3,004	1%
406	Facilities Construction	4,000	0	527	828	3%
	<b>Total</b>	<b>131,866</b>	<b>33</b>	<b>3,381</b>	<b>7,556</b>	<b>3%</b>
<b>Internal Service Funds:</b>						
610	Vehicle Replacement	59,620	0	2,486	501	4%
611	Information Technology	109,641	0	993	1,100	1%
612	Administrative Services	311,024	0	958	3,809	0%
	<b>Total</b>	<b>480,285</b>	<b>0</b>	<b>4,437</b>	<b>5,410</b>	<b>2%</b>
<b>Trust and Agency Funds:</b>						
715	Evans Creative Design	14,500	625	1,529	0	11%
740	Tree Committee	4,600	0	313	0	7%
	<b>Total</b>	<b>19,100</b>	<b>625</b>	<b>1,842</b>	<b>0</b>	<b>11%</b>
	<b>Total Revenues</b>	<b>15,821,107</b>	<b>496,509</b>	<b>1,720,902</b>	<b>1,624,978</b>	<b>9%</b>

TOWN OF ATHERTON  
Expenditure Summary  
for the Month Ended September 30, 2008  
25%

Fund	Description	2008-09 Budget	Current Period Expenditures	Year to date Cash Basis	Prior Year Expenditures Cash Basis	% Spent
101	General Fund					
11	City Council	37,277	638	12,027	15,860	32%
12	City Manager	737,136	95,595	212,831	213,599	29%
16	City Attorney	206,228	16,662	73,989	83,863	36%
18	Finance	442,256	21,080	66,256	139,265	15%
25	Building	1,544,931	117,367	410,859	365,189	27%
40	Police	5,151,586	375,400	1,093,919	1,518,734	21%
50	Public Works	2,521,151	261,508	800,648	675,433	32%
101	<b>General Fund Total</b>	<b>10,640,565</b>	<b>888,250</b>	<b>2,670,527</b>	<b>3,011,943</b>	<b>25%</b>
	<b>Special Revenue Funds</b>					
105	Tennis	7,176	1,041	9,840	1,316	137%
201	Special Parcel Tax	2,220,000	1,905	110,280	455,881	5%
202	Transportation	464,845	0	24,845	0	5%
203	Street Improvement (Gas Tax)	175,000	158,366	162,286	28,765	93%
209	Law Enforcement (State COPS)	100,000	0	-	0	0%
210	Road Construction Impact Fees	2,020,500	-6,053	8,841	403,414	0%
211	Grants	646,300	22,102	106,017	214	16%
213	Library	203,900	2,919	10,087	3,924	5%
	<b>Total</b>	<b>5,837,721</b>	<b>180,280</b>	<b>432,197</b>	<b>893,514</b>	<b>7%</b>
	<b>Capital Project Funds:</b>					
401	Capital Improvement	96,200	48,929	56,906	0	59%
402	Storm Drainage	20,049	0	-	0	0%
403	Channel Drainage District	110,000	0	1,472	9,387	1%
	<b>Total</b>	<b>226,249</b>	<b>48,929</b>	<b>58,378</b>	<b>9,387</b>	<b>26%</b>
	<b>Internal Service Funds:</b>					
610	Vehicle Replacement	125,000	0	-	16,794	0%
611	Information Technology	112,751	9,353	35,999	22,413	32%
612	Administrative Services	335,480	9,157	145,290	161,687	43%
	<b>Total</b>	<b>573,231</b>	<b>18,510</b>	<b>181,289</b>	<b>200,894</b>	<b>32%</b>
	<b>Trust and Agency Funds:</b>					
715	Evans Creative Design	11,500	2,518	2,518	1,817	22%
740	Tree Committee	17,600	990	17,001	742	97%
	<b>Total</b>	<b>29,100</b>	<b>3,508</b>	<b>19,519</b>	<b>2,559</b>	<b>67%</b>
	<b>Total Expenditures</b>	<b>17,306,866</b>	<b>1,139,477</b>	<b>3,361,911</b>	<b>4,118,297</b>	<b>19%</b>



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

**FROM: BILL YEOMANS, INTERIM FINANCE OFFICER**

**DATE: FOR THE MEETING OF OCTOBER 15, 2008**

**SUBJECT: ADOPTION OF A RESOLUTION FOR APPROVAL OF  
CONTINUING APPROPRIATIONS FROM FISCAL YEAR  
2007/08**

#### **RECOMMENDATION:**

Adopt A Resolution for Continuing Appropriations from Fiscal Year 2007-08 into Fiscal Year 2008-09.

#### **INTRODUCTION:**

Budgeted appropriations sunset at the end of the fiscal year, June 30, unless specific authority is granted by the City Council to carry over the project. Public Works Director Duncan Jones requests, within his Capital Improvement Program, "carryover projects" (continuing appropriations) that will not be completed by yearend.

For the FY 2008-09 Budget that list was comprehensive with two exceptions:

Park Big Turf Remediation (201-00-3165-428)	\$ 50,000
Drainage Design Polhemus (201-00-3165-953)	20,000

The Budget had anticipated that these projects would be spent by June 30, 2008; however, the contracts were not completed by that date. To complete those projects, we are requesting that those project budgets be carried over into Fiscal Year 2008-09.

**FISCAL IMPACT:**

Increases budget for Fiscal Year 2008-09. Equal savings are in the prior year for the unspent funds in FY 2007-08 that had been projected to be spent.

Prepared By:

Approved by:

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Bill Yeomans  
Interim Finance Officer

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Jerry Gruber  
City Manager

Attachment: Resolution

**RESOLUTION NO. 08-**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
CONTINUING APPROPRIATIONS TO THE FY 2008-2009 BUDGET**

**WHEREAS**, capital projects included in the Fiscal Year 2007-2008 Budget were not completed at June 30, 2008,

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

**Section 1. Budget Adjustment.** The Fiscal Year 2008-2009 budget shall be increased in the Parcel Tax Fund by \$70,000 for

Park Big Turf Remediation (201-00-3165-428)	\$ 50,000
Drainage Design Polhemus (201-00-3165-953)	20,000

**Section 2. Effective Date.** This Resolution shall be effective immediately upon adoption.

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

**FROM: BILL YEOMANS, INTERIM FINANCE OFFICER  
MIKE WASMANN, BUILDING OFFICIAL**

**DATE: FOR THE MEETING OF OCTOBER 15, 2008**

**SUBJECT: REQUEST FOR OUT OF STATE CONFERENCE**

#### **RECOMMENDATION:**

Approve attendance of Town Arborist Kathy Anderson at the International Society of Arboriculture (ISA) Conference in St. Louis, MO on July 27-30, 2008

#### **INTRODUCTION:**

The ISA conference is directly associated with Kathy Anderson's job as Town Arborist, and she has been attending the conference since 1995 in locations including Seattle, Los Angeles, Arizona, and Hawaii. Besides technical sessions and networking with peers, the ISA conference provides educational credits towards renewal of her arborist license.

Mike apologizes for his oversight in approving this conference without prior approval from the City Council, as the policy requires.

#### **FINANCIAL IMPACT:**

Registration	\$ 535
Travel	526
Hotel	<u>538</u>
Total	\$1,599

Prepared By:

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Bill Yeomans  
Interim Finance Officer

Approved by:

---

Jerry Gruber  
City Manager

Attachments:  
Conference details

TO: JERRY GRUBER  
FROM: MIKE WASMANN  
SUBJECT: TRAVEL REIMBURSEMENT  
DATE: AUGUST 21, 2008

Jerry,

As you our aware I made an error approving an out of state conference to one of my staff members. I'm aware of the policy; however I forgot to get prior approval by you. Attached is the Town of Atherton expense reimbursement form and documentation for the Conference & Trade Show.

I apologize for this oversight.

Thanks,

Mike

INTERNATIONAL SOCIETY OF ARBORICULTURE

84<sup>th</sup> ANNUAL CONFERENCE & TRADE SHOW

ST. LOUIS, MO

JULY 26-30, 2008

- Continuing educational credits for arborist license renewal
- Western chapter of ISA represented
- Been attending conferences since 1995
- Hawaii, Seattle, Arizona and Los Angeles
- Net working with peers
- Directly associated with job, with specific benefit through attendance



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

**FROM: BILL YEOMANS, INTERIM FINANCE OFFICER**

**DATE: FOR THE MEETING OF OCTOBER 15, 2008**

**SUBJECT: REQUEST FOR OUT OF STATE CONFERENCE**

#### **RECOMMENDATION:**

Approve attendance of Finance Director Louis Ho at Harris Computer Customer Conference in Las Vegas.

#### **INTRODUCTION:**

The Financial software package for the Town is Harris Computer based in Ottawa, Canada. Harris Computer is holding its annual Customer Conference in Las Vegas, Nevada, on November 5-7, 2008, including 40 technical sessions (during 10 time slots).

There are several reasons that this would be a good use of time:

1. Atherton is looking at upgrading our computer system, either through Harris or another vendor.
2. Our new Finance Director Louise Ho is new to the Harris system. She can either learn the system, or send her Assistant.
3. This is most likely as close to California as the annual Customer Conference will get.

**FINANCIAL IMPACT:**

Registration (includes Meals)	\$ 900
Travel	200
Hotel	<u>340</u>
Total	\$1,440

As the Interim Finance Officer did not use conference funds, this can be absorbed within the current budget.

Prepared By:

Approved by:

\_\_\_\_\_  
Bill Yeomans  
Interim Finance Officer

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

Attachments:  
Conference details

# CONFERENCE DETAILS

Each year the Customer Conference brings together staff, customers and business partners from around North America and is an excellent opportunity to exchange ideas, solutions and best-practices.

The 2008 Conference will include many in-depth, informative sessions and our experienced Support Professionals will be on hand to provide one-on-one assistance at our Support Center. The Partner Showcase will provide our customers with a relaxed environment in which to explore the various types of products and services offered and how they might benefit their respective organizations.

Our primary focus this year will be on the customer experience. The conference has been designed around our customer's business needs and expectations.

The 2008 Customer Conference will be held at the **Rio All Suite Hotel & Casino** in Las Vegas, Nevada and will introduce you to some of the latest innovations we have to offer. The workshops and seminars will offer attendees the opportunity to share information, network and form valuable support groups.

Conference sessions will begin on Wednesday, November 5<sup>th</sup>, 2008 and conclude on Friday, November 7<sup>th</sup>, 2008.

## ATTENDEES:

The registration fee includes:

- Admission to all conference sessions and exhibits
- Partner Showcase
- Support Center
- All conference sponsored meal and social functions (as outlined in the Agenda)

The 'Early Bird' registration fee is \$750USD.

## GUESTS:

The guest registration fee includes:

- Admission to the cocktail reception on Wednesday evening
- Admission to the banquet on Thursday evening

This fee is intended for use by registered attendee's spouse or guest and is not for use by co-workers. The 'Early Bird' guest fee is \$150USD.

**Registration forms will not be processed until payment is received.**

Registrations received after July 31<sup>st</sup>, 2008 will be subject to the 'Late' fee. Registrations received after October 31<sup>st</sup>, 2008 will be subject to the 'On-Site' fee.

## CREDIT CARDS ARE NOT ACCEPTED

Please make checks payable to **Harris Computer Systems** and return the completed registration form and payment to:

Harris Computer Systems  
Attn: Terry Valliquette  
1 Antares Drive, Suite 400  
Ottawa, Ontario, Canada  
K2E 8C4

Fax: (613) 226-3377

Email: [tvalliquette@harriscomputer.com](mailto:tvalliquette@harriscomputer.com)

NOTE: you will receive an email confirmation that your registration form was received, if you do not receive an email, please email [tvalliquette@harriscomputer.com](mailto:tvalliquette@harriscomputer.com) to verify we received your registration.

## CANCELLATION POLICY

A full refund will be provided if a written cancellation is received before July 31<sup>st</sup>, 2008.

No refunds will be provided for cancellations received after July 31<sup>st</sup>, 2008.



# CONFERENCE REGISTRATION

## REGISTRANT INFORMATION (one registrant per form)

Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 Registrant Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 I am bringing \_\_\_\_\_ guest(s) - prices below  
 Guest Name(s): \_\_\_\_\_

## SESSIONS

	TRACK 1				TRACK 2				TRACK 3				TRACK 4			
	Sessions				Sessions				Sessions				Sessions			
DAY 1	①	2	3	4	①	2	3	4	①	2	3	4	①	2	3	4
DAY 2	5	6	7	8	5	6	7	8	5	6	7	8	5	6	7	8
DAY 3	9	10	11	9	10	11	9	10	11	9	10	11	9	10	11	

## FEES

	Early Registration Received by July 31 <sup>st</sup>	Late Registration August 1 <sup>st</sup> —October 31 <sup>st</sup>	On-Site Registration After October 31 <sup>st</sup>	TOTAL
ATTENDEE	\$750.00USD	\$900.00USD	\$1,150.00USD	\$ _____
GUEST	\$150.00USD	\$175.00USD	\$200.00USD	\$ _____
DISCOUNT				\$ -100.00
			TOTAL FEES DUE	\$ _____

**SAVE \$100  
GROUP DISCOUNT**

***Any organization that sends more than one employee is entitled to receive  
 \$100 off of the attendee fee for each additional employee***

**CREDIT CARDS NOT ACCEPTED—Please make checks payable to HARRIS COMPUTER SYSTEMS**

Registration forms will not be processed until payment is received. You will not receive an invoice.  
**Attendee** fees include admission to all Sessions, Exhibits, Partner Showcase, Support Center and conference sponsored meals. **Guest** fees include the Cocktail Reception on Wednesday evening and the Banquet on Thursday evening ONLY. Registrations received after July 31<sup>st</sup>, 2008 will not receive conference giveaways.

## HOW TO REGISTER

MAIL: Harris Computer Systems  
 Attn: Terry Valliquette  
 1 Antares Drive, Suite 400  
 Ottawa, Ontario, Canada  
 K2E 8C4

Fax: (613) 226-3377  
 Email: [tvalliquette@harriscomputer.com](mailto:tvalliquette@harriscomputer.com)

# AGENDA

TUESDAY, NOVEMBER 4<sup>TH</sup>, 2008

5:30pm—7:30pm

REGISTRATION

DAY 1—WEDNESDAY, NOVEMBER 5<sup>TH</sup>, 2008

7:30am—8:45am

BREAKFAST & REGISTRATION

**Session 1**

8:45am—10:15am

OPENING ADDRESS

10:15am—10:30am

BREAK

**Session 2**

10:30am—12:00pm

What's New in NorthStar v6 (I)

Pro-Rating & Estimating v6 (I)

v5.2 to v6 Upgrade:  
Customer Perspective (B)

eCARE & On-Line  
Payment Solutions (I)

12:00pm—1:00pm

LUNCH

**Session 3**

1:00pm—2:30pm

NorthStar Key Values v6 (A)

Configuration Management v6 (I)

NorthStar Maintenance (I)

Embedded  
Reporting Engine (B)

2:30pm—2:45pm

BREAK

**Session 4**

2:45pm—4:15pm

Customer Panel:  
Setting Up Security v6 (I)

A Day in the Life of a Utility v6 (I)

Services to Enhance Your  
Business (I)

VCARE IVR (B)

6:00pm—8:00pm

COCKTAIL RECEPTION

7:30am—8:45am

BREAKFAST

**Session 5**

8:45am—10:15am

What's New in NorthStar v6 (I)

Customer Panel: Service Orders  
v5.2 & v6 (B)

Integrated Document  
Management From NorthStar

NorthStar Business Division  
Updates & Initiatives (B)

10:15am—10:30am

BREAK

**Session 6**

10:30am—12:00pm

A Day in the Life of a Utility v6 (I)

Customer Panel: Custom  
Modifications v5.2 & v6 (B)

Select—General System  
Maintenance (I)

Product Extension Portfolio (B)

12:00pm—1:00pm

LUNCH

**Session 7**

1:00pm—2:30pm

DataFlow v6 (A)

Complex Rates v5.2 & v6 (A)

Select—Customer Round Table (B)

Partner Showcase: Loris &  
Systems Innovators (B)

2:30pm—2:45pm

BREAK

**Session 8**

2:45pm—4:15pm

Credit Control & Collections v6 (A)

NorthStar Key Values v5.2 (I)

Select Open Forum (B)

Customer Panel: Automatic  
Meter Reading v6 (B)

6:00pm—10:00pm

BANQUET

7:30am—8:45am

BREAKFAST

**Session 9**

8:45am—10:15am

All About Advanced Find v6 (B)

Credit Control & Collections v5.2  
(A)

Smart Meters: Implementation &  
Rollout (I)

eCARE v2 & the Payment KIOSK  
(B)

10:15am—10:30am

BREAK

**Session 10**

10:30am—12:00pm

Getting the Most Out of v6 (I)

Encryption in v5.2 & v6 (B)

Deregulation Q&A (I)

mCARE & Meter Exchange (B)

12:00pm—1:00pm

LUNCH & CLOSING REMARKS

**Session 11**

1:00pm—2:30pm

NorthStar Open Forum v6 (B)

Customer Panel: MVRS Options  
(B)

Select Payroll: Back to  
Basics (I)

Embedded Reporting Engine (B)

B = Beginner I = Intermediate A = Advanced



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

**FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF OCTOBER 15, 2008**

**SUBJECT: APPROVE TOWN PARTICIPATION IN THE COST OF  
INSTALLING A TRAFFIC SIGNAL ON MIDDLEFIELD ROAD  
AT ENCINAL AVENUE**

#### **RECOMMENDATION:**

Approve participation of up to \$126,667 in the cost of installing a traffic signal on Middlefield Road at Encinal Avenue, provided that the Menlo Park School District and the City of Menlo Park agree to proportionate shares.

#### **BACKGROUND:**

The Town of Atherton and the City of Menlo Park hired traffic engineering consultants (DKS) to study the signals on Middlefield Road from Ringwood Avenue to Marsh Road. A signal at Encinal Avenue is an alternative being considered by the DKS study. Findings of the study are that the Encinal Avenue intersection is currently operating at level of service F during the AM, afternoon and PM peak hours, with an average delay exceeding 60 seconds. The intersection currently meets the standard warrants for installation of a traffic signal.

The Menlo Park School District (MPSD) is expanding the Encinal Elementary School campus to accommodate an increase in enrollment from the current level of approximately 395 students to a new capacity of 704 students. As a part of the traffic studies, MPSD determined that the intersection of Middlefield Road and Encinal Avenue would be significantly degraded by the increased vehicle and pedestrian traffic to and from the school. Traffic projections indicate an increase in peak trips to and from the

school of 115 in the AM (115 in/120 out) and 90 (93 in/90 out) in the afternoon. The result is an increase in average delay per vehicle at the Encinal/Middlefield intersection from 28.6 seconds (Level of Service D) to 50.4 seconds (Level of Service F) in the AM. The mid-afternoon peak trips do not coincide with other peak trips, so the level of service at the intersection remains at B, with delay only increasing from 11.5 seconds to 13 seconds.

The City of Menlo Park has several developments on and near El Camino Real that are projected to increase traffic on Middlefield Road, Encinal Avenue and other streets leading to Middlefield Road. Several of these developments have been or will be charged traffic impact fees. Menlo Park has indicated preliminarily that a portion of these impact fees could be assigned to mitigating traffic impacts on Middlefield Road by contributing towards a signal at Encinal Avenue, and that the City may participate in other way because the signal would benefit Menlo Park residents.

### **ANALYSIS:**

It is clear from the traffic studies that the intersection is already operating at a substandard level of service and would benefit greatly from signalization. The school expansion and the Menlo Park developments will impact this intersection, further degrading the level of service. Not only would a signal allow traffic to move in and out of Encinal Avenue much easier, the signal would create traffic platoons in the currently unsignalized one-mile section of Middlefield Road from Oak Grove Avenue to Marsh Road. These platoons would provide gaps in traffic allowing easier movements at other intersections such as Watkins Avenue, Lane Place, James Avenue, Prior Lane, Surrey Lane, Glenwood Avenue and Linden Avenue. These gaps would benefit Lindenwood residents and Atherton and Menlo Park residents west of Middlefield Road.

This is very similar in concept to the signal installed in 2003 on Valparaiso Avenue at University Avenue. That signal had the dual purpose of improving access to Menlo School and platooning vehicles on Valparaiso Avenue to provide improved access to and from Emilie Avenue and other side streets. The Town of Atherton, the City of Menlo Park, Menlo School and Sacred Heart Academy shared in the cost of installing that signal.

The City Council considered and approved the concept of installing a signal at this intersection, provided an acceptable financial participation agreement could be developed, at their July 18, 2007 meeting. Atherton's renewed support of the signal, and commitment to share the cost, will indicate to the other jurisdictions that the signal is possible (since it is within Atherton's jurisdiction). Their mutual commitment is expected to follow suit.

A survey was conducted of residents on streets potentially affected by the alternatives. The streets surveyed were Encinal Avenue to the tracks, Laurel Street to Oak Grove Avenue and all of Felton Gables. An accompanying letter explained the survey. The letter and survey were reviewed by the Menlo Park School District and the City of Menlo Park.. The survey asked if respondents were in

favor of the signal or not. The results, shown on the attached spreadsheet, are that 78% of those responding (38% of surveys sent out were returned) to the survey are in favor of the traffic signal.

The Transportation Subcommittee considered this issue at their September 11, 2008 meeting and recommended that the Town participate in the signal up to the amount set forth below.

**FISCAL IMPACT:**

The school district has agreed to fund the civil improvements needed for the intersection upgrade, and to share equally in the cost of traffic signal. The current estimate for the traffic signal and intersection improvements is \$440,500. The Menlo Park School District has proposed the following split:

- Menlo Park School District - \$187,167
- Menlo Park - \$126,667
- Atherton - \$126,667

Atherton's portion is currently not budgeted in the current 5-year Capital Improvement Program (CIP), but could be accomplished by deferral of a single street reconstruction or drainage improvement project in next year's budget.

Every effort will be made by all jurisdictions to obtain a grant for the installation of the signal, however, the primary grant for this type of project is the Hazard Elimination Safety (HES) grant. Fortunately for us, but unfortunately for the potential for grant success, there have been very few accidents at this intersection. The grant gives first priority to high accident locations statewide. It is therefore likely that the jurisdictions will need to foot the bill if this signal is to be installed.

Atherton's portion would come from Parcel Tax funds and should be recommended for inclusion in the FY 2009-10 budget.

Prepared by:

Approved by:

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

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Jerome D. Gruber  
City Manager

Attachment: MPD letters with cost estimate and improvement plan study  
Survey letter and survey  
Survey results



**PUBLIC WORKS DEPARTMENT**  
91 Ashfield Road • Atherton, CA 94027  
(650) 752-0570 • Fax (650) 688-6539



DATE: AUGUST 19, 2008  
TO: ENCINAL AVENUE AND SURROUNDING PROPERTY OWNERS  
RE: ENCINAL AVENUE/MIDDLEFIELD ROAD TRAFFIC SIGNAL SURVEY

Dear Atherton and Menlo Park Residents:

The Town of Atherton and the City of Menlo Park are considering the advisability of installing a traffic signal at the intersection of Encinal Avenue and Middlefield Road. A traffic study shows that the intersection currently meets traffic signal warrants in accordance with state requirements, both for the peak AM and PM commute hours and for the highest four-hour traffic volumes.

The traffic signal will reduce delays and improve safety at the intersection and provide better pedestrian and bicycle access to Encinal Elementary School. In addition, the signal will create gaps in traffic that will improve access to Middlefield Road from other nearby intersections, such as Glenwood Avenue, Linden Avenue and James Avenue.

The Menlo Park School District is expanding the enrollment capacity of the Encinal Elementary School campus to meet the demands of a growing school age population in the area. The expansion will increase traffic at the intersection, and the signal will help to mitigate that traffic impact. The three agencies are discussing joint funding of a traffic signal. Your input is desired to assist the agencies in making their decisions.

Please complete and return the enclosed survey postcard with your comments by Tuesday, September 2, 2008. The Atherton Transportation Committee will review and discuss the survey results at their September 9, 2008 meeting and make recommendation to the City Council. The Menlo Park Transportation Commission will review and discuss the survey results and make a recommendation to the City Council. The Menlo Park School District Board will also consider this item, depending on the recommendations of the two cities.

Thanking you in advance for your participation.

Sincerely,  
Town of Atherton

City of Menlo Park

Duncan Jones, P.E.  
Public Works Director

Ruben Nino, P.E.  
Interim Public Works Director

Enclosure: Encinal Avenue/Middlefield Road Traffic Signal Survey postcard



District Office  
 181 Encinal Avenue  
 Atherton, California 94027  
 650-321-7140  
 FAX: 650-321-7184  
 www.mpcsd.org

Board of Education  
 Jeff Child  
 Deborah Fitz  
 Bruce Ives  
 Laura Rich  
 Terry Thygesen

*A Community of educators, scholars, parents and staff working together  
 to inspire, serve, challenge and enrich all students*

Kenneth Ranella  
 Superintendent

Jo Sauer Mitchell  
 Asst.Supt/Curriculum &  
 Instruction

Diane White  
 Chief Business Official

Olivia Mandlik  
 Dir. Of Student Services

Jim Bowlby  
 Dir. Of Technology

Kathryn Tinio  
 Human Resources

Ahmad Shelkholeslami  
 Facility Program Manager

Dennis Hatfield  
 Supervisor Maintenance,  
 Transportation,  
 Operations

October 15, 2007

Glen Rojas, City Manager  
 City of Menlo Park  
 701 Laurel Street  
 Menlo Park, CA 94025

Re: Encinal/Middlefield Intersection

Dear Mr. Rojas:

I am writing this letter as a follow-up to my letter dated September 6, 2007, and our meeting on September 13, 2007, regarding the Encinal/Middlefield intersection. At that meeting, we discussed the Encinal School project and the need for signalization of the intersection.

As indicated in our letter dated September 6, 2007, and further explained at our meeting, the joint study by the City of Menlo Park and the Town of Atherton indicated that the current conditions at the Encinal/Middlefield intersection meet two criteria for signalization. The Atherton Town Council has agreed to the signalization (recommending a shared cost arrangement among the School District, Town of Atherton, and City of Menlo Park). As we discussed, Encinal School needs the signalization to mitigate the traffic impact from its planned project. Given the recent study and the School District's upcoming projects, we have the opportunity to work together to improve our roads creating safer routes for our Community members.

Our Facilities Program Manager has spoken to Duncan Jones, Public Works Director of Atherton, regarding the signalization of the intersection and how the project could be implemented. We agree that the best way to implement this project would be that the three entities agree upon a financial arrangement and the Town of Atherton acts as the lead agency on the project. This would allow the Town to hire and supervise the engineers, direct the utility companies to relocate utility poles, and directly supervise the improvement project.

The District has asked its traffic consultant, Mark Crane, P.E., to design the intersection in two ways. The first will address current conditions, and the second will mitigate the effects of the school expansion project. The design for current conditions would be as follows:

**Option A - Encinal School at Approximately 400 Students  
 (Current Conditions)**

		AM Peak Hour 95th Percentile Queue
Northbound Middlefield left turn lane queue	=	270 feet
Eastbound Encinal right turn lane queue	=	30 feet
Southbound Middlefield through/right turn lane queue	=	1,005 feet (no right turn pocket)
Level of Service	=	C

The estimated cost for this project, excluding pole relocation costs, would be approximately \$380,000.

The design to reflect the impact of the school expansion project would be as follows:

**Option C - Encinal School at Approximately 704 Students**

		AM Peak Hour 95th Percentile Queue
SB Middlefield Right Turn Lane	=	125 feet
SB Middlefield Thru Lane	=	1,140 feet
EB Encinal Right Turn Lane	=	160 feet
NB Middlefield Left Turn Lane	=	325 feet
Level of Service	=	D

The estimated cost of these improvements, excluding pole relocation costs, would be approximately \$440,500.

Although the additional cost as a result of the School expansion project is approximately \$60,500, we concur with the proposal from the Town of Atherton that the costs of the intersection signalization at current conditions be divided equally among the three entities and that the District incur the additional improvements cost as a result of the school expansion. Therefore, the contributions would be as follows: City of Menlo Park - \$126,667; Town of Atherton - \$126,667, and Menlo Park City School District - \$187,167.

It is extremely important for the School District to receive a commitment of the financial contributions as soon as possible so the Environmental Review process can be expeditiously completed. The District is preparing to finalize the Initial Study in December 2007 and publish it for public review and comment.

I assume that this request must be considered by the City Council, so please let me know how the District can assist you in this process. If you have any further questions, please feel free to call me (321-7140).

Sincerely,



Kenneth J. Ranella  
Superintendent

c: Board of Education  
Ahmad Sheikholeslami, P.E., Facility Planner/Program Manager  
Kelly Fergusson, Mayor, City of Menlo Park  
Alan B. Carlson, Mayor, Town of Atherton  
Wende C. Protzman, Interim City Manager, Town of Atherton

Encl: Letter of September 6, 2007  
Detailed Cost Estimate



Distric. Office  
181 Encinal Avenue  
Atherton, California 94027  
650-321-7140  
FAX: 650-321-7184  
www.mpcsd.org

Board of Education  
Jeff Child  
Deborah Fitz  
Bruce Ives  
Laura Rich  
Terry Thygesen

*A Community of educators, scholars, parents and staff working together  
to inspire, serve, challenge and enrich all students*

Kenneth Ranella  
Superintendent

September 6, 2007

Jo Sauer Mitchell  
Asst.Supt/Curriculum &  
Instruction

Glen Rojas, City Manager  
City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025

Diane White  
Chief Business Official

Re: Encinal/Middlefield Intersection

Olivia Mandilk  
Dir. Of Student Services

Dear Mr. Rojas:

Jim Bowlby  
Dir. Of Technology

As you are aware, Encinal School is located along the busy Middlefield Road corridor and lies between Marsh Road and Oak Grove. The Encinal Avenue/Middlefield Road intersection was included as part of the City of Menlo Park/Town of Atherton Middlefield Road Signal Coordination Study. According to the draft report prepared by DKS, the current conditions at the Encinal/Middlefield intersection meet two warrants for signalization (four-hour and peak-hour vehicular volume). I am writing this letter to discuss an opportunity for the Menlo Park City School District, Town of Atherton, and City of Menlo Park to work together to improve the Encinal/Middlefield intersection and create safer routes for Community members.

Kathryn Tinio  
Human Resources

Ahmad Sheikholeslami  
Facility Program Manager

The Menlo Park City School District has an interest in signalization of the Encinal Avenue/Middlefield Road intersection. The District is preparing its construction projects at Encinal School to accommodate the growing enrollment of school-age children in the Community. In this planning process the District has been working with its CEQA and traffic consultants, who have identified traffic as an impact for Encinal School.

Dennis Hatfield  
Supervisor Maintenance,  
Transportation,  
Operations

Based on the analyses of our traffic consultants, the best way to mitigate this traffic impact is to support the DKS study to signalize the Encinal/Middlefield intersection. In July 2007, the School District made a presentation regarding its plans to the Town of Atherton Traffic Commission and Town Council. At the Town Council Meeting on July 17, 2007, the Council agreed to the signalization of the intersection, recommending a shared cost arrangement among the School District, Town of Atherton and City of Menlo Park.

The Town of Atherton and the Menlo Park City School District are requesting the City to participate in funding the Encinal/Middlefield intersection based on the following reasons:

1. Approximately 75% of Encinal School students come from City of Menlo Park addresses. This includes students from Suburban Park, the Willows and, areas west of Encinal and east of El Camino Real.

9/13

2. Based on the 2000 Census figures, approximately 71% of the population east of El Camino Real, between Marsh Road and Woodland Avenue (census tracts 6116, 6122, and 6125), are Menlo Park residents.
3. The traffic from Marsh Road to businesses on Middlefield Road within the Menlo Park City limits passes the Encinal Avenue intersection. A signal at this intersection can play a part in controlling the traffic along this corridor and be of benefit to Atherton and Menlo Park residents.
4. Encinal Avenue acts as one of the feeder roads for Menlo Park residents and businesses between the east and west part of the City and as an access to Highway 101.
5. Menlo Park has city limits along Encinal Avenue and next to the School. West from Encinal School to El Camino Real is within Menlo Park City limits. South from the intersection of Encinal Avenue and Laurel Street is in the City of Menlo Park. The area north of Encinal Avenue to Spruce has approximately 265 Menlo Park addresses, with 115 parcels located in the Felton Gables area. To the north of Encinal lie many apartment complexes and residential dwellings that are within the Menlo Park City limits.

The School District believes that based on the inter-relationship of the City and Town boundaries, a cooperative effort is the best approach to solving the traffic issues and creating a safer passage for the Community that includes parents transporting children to school.

The School District is currently estimating the signalization and traffic improvements for the intersection. There is a past practice when three entities have arranged a 3-way split for signalization of intersections. Since the District is in the process of writing its initial study and mitigation measure for the Encinal Project, the District must expediently move forward so we can prepare our school for the projected growth by beginning construction in the spring of 2008. It is important to note that if the School District is unable to attain a reasonable assurance that a signal will be implemented as part of the School District, City and Town effort, the District may have to proceed with a full EIR and identify the traffic as a significant and unavoidable impact. Our goal is to reach an agreement among the parties that fully mitigates the traffic issues as part of a Negative Declaration.

Please feel free to contact me for further clarification and to discuss the process and timeline for the City to consider this matter. Thank you in advance for your support of the Menlo Park City School District.

Sincerely,

Kenneth Ranella  
Superintendent

c: Board of Education  
Ahmad Sheikholeslami, P.E., Facility Planner/Program Manager  
Kelly Fergusson, Mayor, Menlo Park  
Alan B. Carlson, Mayor, Town of Atherton  
Wende C. Protzman, Interim City Manager, Town of Atherton

**Menlo Park City School District  
Construction Breakdown Estimate**

**School:** Encinal - Encinal/Middlefield Intersection  
**Location:** 181 Encinal Ave., Atherton  
**Estimator:** Jalil Bazyar  
**Date:** 10/3/2007

**Estimate Type:**  
**Facility:**  
**Facility SF:**

Code	Description	QUANTITY		UNIT COST	TOTAL
		AMOUNT	UNIT		
<b>DIVISION 2 - SITE CONSTRUCTION</b>					
1	Option A 400 Students - Level C ✓				-
2	Design cost	1.00	ea	45,000.00	45,000.00
3	Northbound left queue(270')/Eastbound right queue (50') (Incl. Striping/Delineation)	1,600.00	sf	30.00	48,000.00
4	Install new SD line	200.00	lf	100.00	20,000.00
5	Relocate AT&T Poles	2.00	ea	90,000.00	180,000.00
6	Remove existing pedestrian signal light	1.00	ea	15,000.00	15,000.00
7	Install new 3-Way Signal	1.00	ea	250,000.00	250,000.00
9	Misc items (Monuments, Signage)	1.00	ls	5,000.00	5,000.00
<b>Subtotal: Division 2</b>					<b>563,000.00</b>

Code	Description	QUANTITY		UNIT COST	TOTAL
		AMOUNT	UNIT		
<b>DIVISION 2 - SITE CONSTRUCTION</b>					
1	Option B 400 students - Level B				-
2					
3	Design cost	1.00	ea	45,000.00	45,000.00
4	Northbound left queue(190')/Eastbound right queue (50') (Incl. Striping/Delineation)	1,200.00	sf	30.00	36,000.00
5	Southbound Middlefield Right Queue (50')	250.00	sf	30.00	7,500.00
6	Southbound Middlefield through lane queue (525') - No add'l AC	1.00	ls	5,000.00	5,000.00
7	Install new SD line	200.00	lf	100.00	20,000.00
8	Relocate AT&T Poles	2.00	ea	90,000.00	180,000.00
9	Remove existing pedestrian signal light	1.00	ea	15,000.00	15,000.00
10	Install new 3-Way Signal	1.00	ea	250,000.00	250,000.00
11	Design cost	1.00	ea	45,000.00	45,000.00
12	Misc items (Monuments, Signage)	1.00	ls	5,000.00	5,000.00
<b>Subtotal: Division 2</b>					<b>608,500.00</b>

Code	Description	QUANTITY		UNIT COST	TOTAL
		AMOUNT	UNIT		
<b>DIVISION 2 - SITE CONSTRUCTION</b>					
1	Option C 700 Student ✓				-
2					
3	Design cost	1.00	ea	45,000.00	45,000.00
4	Left turn queue (325') -(MF to Encinal) No add'l AC	1.00	ls	3,500.00	3,500.00
5	Right queue, Encinal/SB to MF)(160'+125')	1,425.00	sf	30.00	42,750.00
6	Right turn pocket (SB to Encinal) (160'+125')	1,425.00	sf	30.00	42,750.00
7	Relocate AT&T Poles	3.00	ea	90,000.00	270,000.00
8	Relocate CB	1.00	ea	5,000.00	5,000.00
9	Install new SD line	200.00	lf	100.00	20,000.00
10	Remove existing pedestrian signal light	1.00	ea	15,000.00	15,000.00
11	Install new 3-Way Signal	1.00	ea	250,000.00	250,000.00
12	Misc items (Monuments, Signage)	1.00	ls	5,000.00	5,000.00

**Menlo Park City School District  
Construction Breakdown Estimate**

**School:** Encinal - Encinal/Middlefield Intersection  
**Location:** 181 Encinal Ave., Atherton  
**Estimator:** Jalil Bazyar  
**Date:** 10/3/2007

**Estimate Type:**  
**Facility:**  
**Facility SF:**

		QUANTITY		UNIT COST	TOTAL
Code	Description	AMOUNT	UNIT		
<b>Subtotal: Division 2</b>					<b>699,000.00</b>

# CRANE TRANSPORTATION GROUP

545 Burnett Avenue, #101  
San Francisco, CA 94131  
(415) 282-9656 *phone*  
(415) 821-9837 *fax*

6220 Bay View Avenue  
El Sobrante, CA 94806  
(510) 236-9375 *phone*  
(510) 236-5624 *fax*

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## MEMORANDUM

**TO:** Ahmad Sheikholeslami ([asheikholeslami@mpcsd.org](mailto:asheikholeslami@mpcsd.org))

**cc:** Benson Lee ([blflyer45@aol.com](mailto:blflyer45@aol.com))

**FROM:** Mark D. Crane, P.E.

**DATE:** September 12, 2007

**RE:** **IMPROVEMENT PLANS FOR ENCINAL/MIDDLEFIELD INTERSECTION**

---

Ahmad:

We have looked at three alternative plans for the expanded Encinal School to determine which would result in the fewest number of improvements. Plans evaluated were:

- Alt 1: Existing school start time
- Alt 2: Start  $\pm$  half students at 8:00 AM and half at 8:30 AM
- Alt 3: Start all students at 8:30 AM

In determining needed mitigation three major criteria were used. The first was to maintain the City's minimum acceptable level of service (LOS) at the intersection for 2011 conditions with the expanded school attendance. This is LOS D. The second criteria was to eliminate, if possible, the need for an exclusive right turn lane on the southbound Middlefield Road approach to Encinal Avenue. The third criteria was not to back up southbound Middlefield Road traffic to the Marsh Road intersection, which is about 2,650 feet (or half a mile) north of Encinal Avenue. Analysis has only been conducted for AM peak conditions, as this is the critical time period. Results are as follows.

# CRANE TRANSPORTATION GROUP

545 Burnett Avenue, #101  
San Francisco, CA 94131  
(415) 282-9656 *phone*  
(415) 821-9837 *fax*

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El Sobrante, CA 94806  
(510) 236-9375 *phone*  
(510) 236-5624 *fax*

---

## MEMORANDUM

**TO:** Ahmad Sheikholeslami ([asheikholeslami@mpcsd.org](mailto:asheikholeslami@mpcsd.org))

**cc:** Benson Lee ([blflyer45@aol.com](mailto:blflyer45@aol.com))

**FROM:** Mark D. Crane, P.E.

**DATE:** September 25, 2007

**RE:** **ENCINAL SCHOOL TRAFFIC STUDY – ENCINAL/MIDDLEFIELD INTERSECTION TURN LANE REQUIREMENTS WITH SIGNALIZATION, EXISTING VOLUMES AND A 400-STUDENT ENCINAL SCHOOL**

---

Ahmad:

The 95th percentile queuing at a signalized Encinal/Middlefield intersection with existing volumes and  $\pm 400$  students at the Encinal School would be as follows.

**A. WITH NO SOUTHBOUND RIGHT TURN LANE ON MIDDLEFIELD ADJACENT TO THE SCHOOL**

- Northbound Middlefield left turn lane queue = 270 feet
- Eastbound Encinal right turn lane queue = 35 feet (50-foot turn lane recommended)
- Southbound Middlefield through/right turn lane queue = 1,005 feet
- Level of service C AM peak hour operation

**B. WITH A SOUTHBOUND RIGHT TURN LANE ON MIDDLEFIELD ADJACENT TO THE SCHOOL**

- Northbound Middlefield left turn lane queue = 190 feet
- Eastbound Encinal right turn lane queue = 30 feet (50-foot turn lane recommended)
- Southbound Middlefield right turn lane queue = 50 feet
- Southbound Middlefield through lane queue = 525 feet
- Level of service B AM peak hour operation

Mark Crane

**ALT 1: ENTIRE SCHOOL STARTS AT 8:00 AM**

**Option A: With a right turn lane on the southbound Middlefield Road approach**



		AM Peak Hour <u>95th Percentile Queue</u>
SB Middlefield Right Turn Lane	=	125 feet
SB Middlefield Thru Lane	=	1,140 feet
EB Encinal Right Turn Lane	=	160 feet
NB Middlefield Left Turn Lane	=	325 feet
Level of Service	=	D

**Option B: With no right turn lane on the southbound Middlefield Road approach**

		AM Peak Hour <u>95th Percentile Queue</u>
SB Middlefield Thru Lane	=	1,425 feet
EB Encinal Right Turn Lane	=	170 feet
NB Middlefield Left Turn Lane	=	370 feet
Level of Service	=	F

**ALT 2: HALF OF SCHOOL STARTS AT 8:00 AND HALF STARTS AT 8:30**

**Option A: With a right turn lane on the southbound Middlefield Road approach**

		AM Peak Hour <u>95th Percentile Queue</u>
SB Middlefield Right Turn Lane	=	140 feet
SB Middlefield Thru Lane	=	1,115 feet
EB Encinal Right Turn Lane	=	165 feet
NB Middlefield Left Turn Lane	=	315 feet
Level of Service	=	D

**OR (with different signal timing)**

		AM Peak Hour <u>95th Percentile Queue</u>
SB Middlefield Right Turn Lane	=	130 feet
SB Middlefield Thru Lane	=	1,100 feet
EB Encinal Right Turn Lane	=	170 feet
NB Middlefield Left Turn Lane	=	340 feet
Level of Service	=	D

**Option B: With no right turn lane on the southbound Middlefield Road approach**

		AM Peak Hour <u>95th Percentile Queue</u>
SB Middlefield Thru Lane	=	1,390 feet
EB Encinal Right Turn Lane	=	180 feet
NB Middlefield Left Turn Lane	=	375 feet
Level of Service	=	F

**ALT 3: ENTIRE SCHOOL STARTS AT 8:30 AM**

**Option A: With a right turn lane on the southbound Middlefield Road approach**

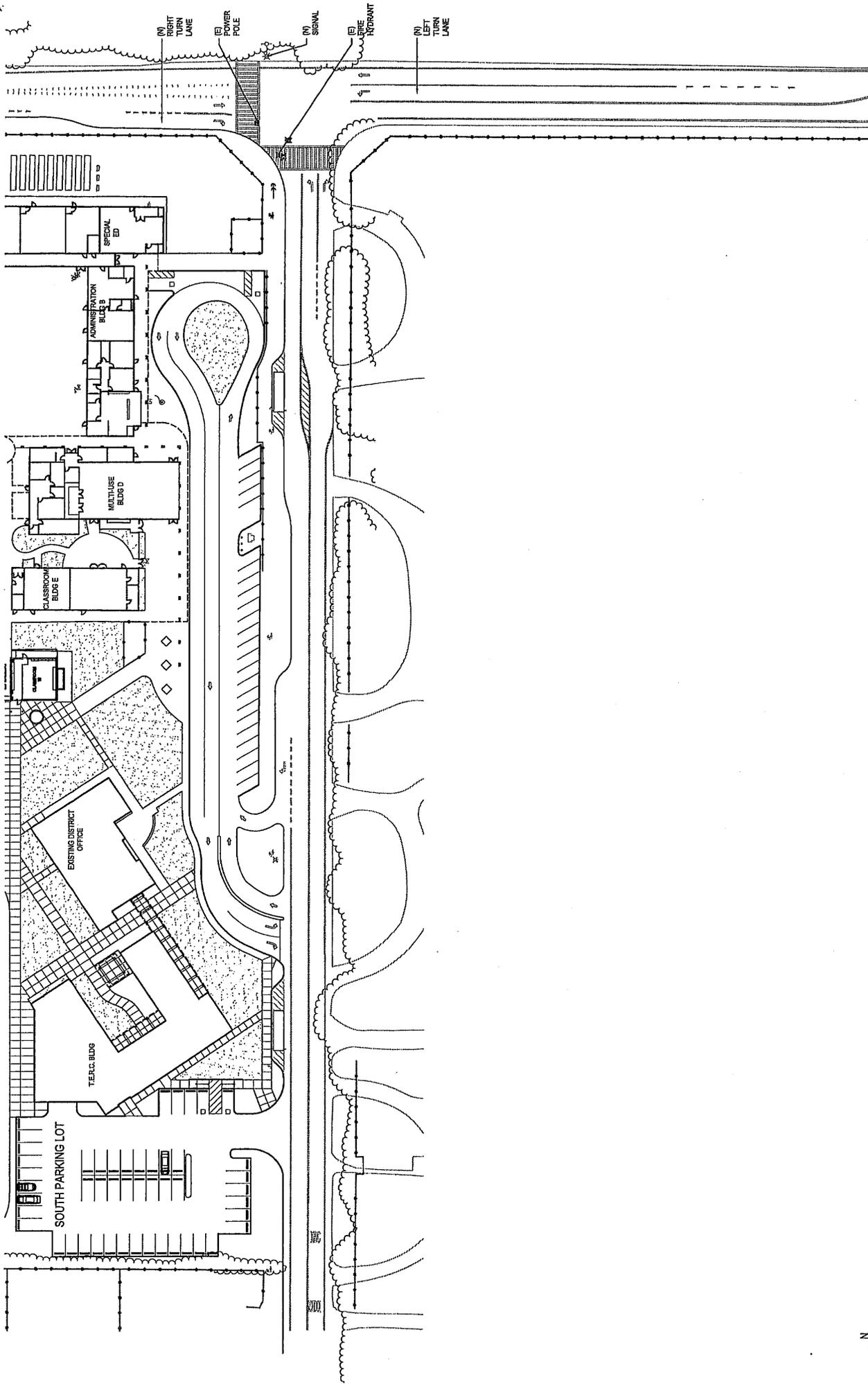
		AM Peak Hour <u>95th Percentile Queue</u>
SB Middlefield Right Turn Lane	=	70 feet
SB Middlefield Thru Lane	=	895 feet
EB Encinal Right Turn Lane	=	175 feet
NB Middlefield Left Turn Lane	=	305 feet
Level of Service	=	C

**Option B: With no a right turn lane on the southbound Middlefield Road approach**

		AM Peak Hour <u>95th Percentile Queue</u>
SB Middlefield Thru Lane	=	1,475 feet
EB Encinal Right Turn Lane	=	225 feet
NB Middlefield Left Turn Lane	=	450 feet
Level of Service	=	E

As you can see, if no right turn lane is provided on the southbound Middlefield Road intersection approach, it is impossible to provide an acceptable level of service at the intersection, no matter what the school start time or the split in start times.

Mark



N  
 SCALE: 1" = 60'-0"

ENCINAL PROPOSED SITE PLAN | MENLO PARK CITY SCHOOL DISTRICT | ATHERTON, CA.

# ENCINAL AVENUE/MIDDLEFIELD ROAD TRAFFIC SIGNAL SURVEY

INCLUDES ATHERTON STREETS: BASSETT, ENCINAL, LAUREL

INCLUDES MENLO'S STREETS: ENCINAL, LAUREL, ARDEN, FELTON, LENNOX, TUDOR

ADDRESS	OWNER/RESIDENT	# SENT	# RETURNS	ARE IN FAVOR	NOT IN FAVOR	COMMENTS
---------	----------------	--------	-----------	--------------	--------------	----------

## ATHERTON

BASSETT 1	DONAHUE, CAROLINE	X				
BASSETT 2	HAMILKTON, DOUGLAS	X				
BASSETT 3	MAIER, TIM/LESLIE	X	X	X		PUT IN NEW LIGHT AND ELIMINATE LIGHT DOWN THE BLOCK. NEW LIGHT WILL HELP WITH CURRENT DANGEROUS CROSSING
BASSETT 4	MALETIS, JAMES	X				
ENCINAL 102	FISHER, LEON	X				
ENCINAL 120	ARATA, DON/ELSA	X	X		X	
ENCINAL 128	OYSTER, ROBERT	X				
ENCINAL 136	NELSON, DON/GERALDINE	X	X		X	SIGNAL WOULD MAKE IT "THE ROUTE OF CHOICE" FOR WEST MP AND PA TO ACCESS HWY 101. INCREASED ENROLLMENT WILL INCREASE TRAFFIC. PRACTICAL SOLUTION IS A SCHOOL BUS SYSTEM
ENCINAL 140	TASHMAN, ERIC/EMILY	X				
ENCINAL 150	SCHNEIDER, H.	X				
ENCINAL 160	MOORE, RUSSELL	X	X	X		LONG OVERDUE! TRIED FOR YRS TO GET LIGHT
ENCINAL 166	BORCHERS, JOHN	X	X	X		A SIGNAL IS DESPERATELY NEED TO EASE TRAFFIC AND PROTECT KIDS. THE SOONER THE BETTER.
ENCINAL 170	ANDERSON, JOHN	X				
ENCINAL 172	MC CRACKEN, THOMAS	X				
ENCINAL 176	LARSON, PHILLIP	X	X		X	
ENCINAL 182	KISTLER, RON/JOYCE	X	X	X		
ENCINAL 190	HINSHAW, SCOTT	X	X	X		ONLY WORKING IN PEAK HOURS
ENCINAL 195	MENLO PARK SCHOOL DIST	X				
ENCINAL 196	DEEG, GORDON	X				
LAUREL 45	HUYNH, VINH	X				
LAUREL 27	MILLAR, HOLLY	X				

<b>ATHERTON</b>	<b>ATHERTON SURVEYS SENT/RETURNED</b>	<b>21</b>	<b>8</b>	<b>5</b>	<b>3</b>	
	<b>PERCENT RETURNED</b>	<b>38%</b>				
	<b>PERCENT - IN FAVOR</b>	<b>63%</b>				
	<b>PERCENT - OPPOSED</b>	<b>37%</b>				

# ENCINAL AVENUE/MIDDLEFIELD ROAD TRAFFIC SIGNAL SURVEY

INCLUDES ATHERTON STREETS: BASSETT, ENCINAL, LAUREL

INCLUDES MENLO'S STREETS: ENCINAL, LAUREL, ARDEN, FELTON, LENNOX, TUDOR

ADDRESS	OWNER/RESIDENT	# SENT	# RETURNS	ARE IN FAVOR	NOT IN FAVOR	COMMENTS
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## MENLO PARK

ENCINAL 133	REYNOLDS NURSERY	X	X	X		
ENCINAL 208	WALTON, STEPHEN	X	X		X	TRAFFIC. ALREADY EXCEEDS SPEED LIMITS
ENCINAL 224	ZIEGLER, PAUL	X	X		X	WILL LOWER PO VALUES, INCR. SMOG. SPEED "BUMPS" INSTEAD?
ENCINAL 248	LORENZINI, ROBERT	X	X	X		WOULD BE BIG IMPROVEMENT
ENCINAL 260	ROWLEY, JENNIE	X				
ENCINAL 304	BOLLO, RENEE	X				
ENCINAL 320	SOFTKY, WILLIAM	X				
ENCINAL 326	HILDEBRANDT, RICHARD	X				
ENCINAL 332	BAYLIS, JOSEPH	X				
ENCINAL 345	HORWITZ, ROGER	X				
ENCINAL 354	BRISEBOIS, KEN	X				
ENCINAL 360	ADAM, FREDERIC	X				
ENCINAL 386	MOSHER, SCOTT	X				
ENCINAL 401	ENGELSON, ERIK	X	X	X		PUT UP A STOP SIGN AT ENCINAL & LAUREL?? CARS BLAST THRU!
ENCINAL 407	METOYERT, CHARLES	X	X	X		DANGEROUS TO BACK OUT DWYS
ENCINAL 409	ALTMAN, RUSS	X	X	X		IT'S A NO BRAINER!
ENCINAL 411	SCHOOOF, CRAIG	X				
ENCINAL 425	SPIEKER, RICHARD	X				
	<b>ENCINAL MP</b>	<b>18</b>	<b>7</b>	<b>5</b>	<b>2</b>	

LAUREL 1401	YOUNG, ROWENA	X				
LAUREL 1409	WETTERMARK, JOACHIM	X				
LAUREL 1425	SHERMAN, CHU	X				
LAUREL 1435	GLARK, GLORIA	X				
LAUREL 1449	HYDE, GREGROY	X				
LAUREL 1465	HENRY, REED	X				
LAUREL 1485	BEREZ, AARON	X	X	X		IT WILL HELP
LAUREL 1517	NELSON, LARRY	X	X	X		
LAUREL 1521	SJOSTROM, DOUG	X				
LAUREL 1525	ANDREWS, GEORGE	X				
LAUREL 1527	DERRY, DANIEL	X				
LAUREL 1529	BELL RON	X				
LAUREL 1531	LOHMANN, WATSON	X	X	X		DESPERATELY NEEDED.
LAUREL 1533	KARP, JEFF	X	X	X		TOO DANGEROUS
LAUREL 1535	PENNA, GARY	X				
LAUREL 1537	ELLIS, JOHN	X	X		X	WILL BRING ADD'L TRAFFIC TO AREA
LAUREL 1539	SMITH, CYNTHIA	X				
LAUREL 1541	TAVAREZ, RAY	X				
LAUREL 1543	BEEGER, CYNTHIA	X	X	X		
LAUREL 1545	BENNING, MARK	X				
LAUREL 1555	TAYLOR, BETTYE	X	X	X		
	<b>LAUREL, MP</b>	<b>21</b>	<b>7</b>	<b>6</b>	<b>1</b>	

# ENCINAL AVENUE/MIDDLEFIELD ROAD TRAFFIC SIGNAL SURVEY

INCLUDES ATHERTON STREETS: BASSETT, ENCINAL, LAUREL

INCLUDES MENLO'S STREETS: ENCINAL, LAUREL, ARDEN, FELTON, LENNOX, TUDOR

ADDRESS	OWNER/RESIDENT	# SENT	# RETURNS	ARE IN FAVOR	NOT IN FAVOR	COMMENTS
ARDEN 260	GARLINGHOUSE	X	X	X		
ARDEN 300	WOODBIDGE	X	X	X		
ARDEN 324	RANDALL	X	X		X	
ARDEN 325	HELMING	X	X		X	
ARDEN 332	NAHMIAS	X	X	X		IMPOSSIBLE TO MAKE LEFT TURN. DON'T BUY ARGUMENTS LESS SAFE
ARDEN 344	FRIEDRICH	X	X		X	WOULD TURN ENCINAL INTO THOROUGHFARE, DANGER TO KIDS
ARDEN 350	WARNER	X	X		X	WOULD INCREASE TRAFFIC AS DRIVERS SEEK HWY 101. NO!
ARDEN 357	KAUFMAN	X	X	X		
ARDEN 372	BOGOMILSKY	X	X	X		
	<b>ARDEN, MP</b>	<b>25</b>	<b>9</b>	<b>5</b>	<b>4</b>	

FELTON 103	LISTON	X	X	X		
FELTON 112	ODOM	X	X	X		
FELTON 119	WONG	X	X	X		
FELTON 156	KING	X	X	X		
FELTON 170	SCOTT	X	X		X	
FELTON 194	HAWKINS	X	X	X		
FELTON 203	BEUTTLER	X	X	X		WOULD LIKE LEFT TURN ARROW N/B MIDDLEFIELD AT ENCINAL. WILL CONTRIBUTE TO COST OF SIGNAL
FELTON 211	O'ROURKE	X	X	X		IT'S CRIMINAL NOT TO HAVE LIGHT WHERE CHILDREN ARE AT RISK
FELTON 212	WOOD	X	X	X		STREET IMPOSSIBLE DURING SCHOOL
FELTON 230	ROBERTS	X	X		X	HAVE KIDS RIDE BIKES/USE BUS. IF DOESN'T WORK, THEN SIGNAL
FELTON 233	ROHN	X	X	X		POSITIVELY IN FAVOR
FELTON 246	ZANOLLI	X	X	X		THANKS FOR CONSIDERING CRITICAL SAFETY ISSUE
FELTON 309	DUGGLEBY	X	X	X		HARD TO MAKE LEFT TURN TO MIDDLEFIELD. SIGNAL WILL HELP
FELTON 311	COMERFORD/SCHNEIDER	X	X	X		STRONGLY IN FAVOR
FELTON 341	GEBHARDT	X	X	X		
FELTON 344	TEDROW	X	X	X		ANYTHING THAT IMPROVES A DIFFICULT TRAFFIC SITUATION
FELTON 346	BOETTCHER	X	X	X		
FELTON 357	SCHRIER	X	X	X		
FELTON 378	PERRI	X	X	X		NECESSARY FOR KIDS SAFETY
FELTON 408	SHIMER	X	X	X		
FELTON 420	FRANKLIN	X	X	X		PLEASE! PRETTY PLEASE!
FELTON 440	MORROW	X	X	X		ADJUST TIMING ON SIGNAL AT LAUREL/OAK GROVE

# ENCINAL AVENUE/MIDDLEFIELD ROAD TRAFFIC SIGNAL SURVEY

INCLUDES ATHERTON STREETS: BASSETT, ENCINAL, LAUREL

INCLUDES MENLO'S STREETS: ENCINAL, LAUREL, ARDEN, FELTON, LENNOX, TUDOR

ADDRESS	OWNER/RESIDENT	# SENT	# RETURNS	ARE IN FAVOR	NOT IN FAVOR	COMMENTS
FELTON 466	PETERSON	X	X	X		MAKE ENCINAL "ONE-WAY" W/B FROM MIDDLEFIELD.
FELTON 478	KOETIN-STUERNEBERG	X	X	X		
<b>FELTON, MP</b>		<b>54</b>	<b>24</b>	<b>22</b>	<b>2</b>	

LENNOX 229	GERTRIDGE	X	X	X		VERY IMPORTANT TO HAVE LIGHT. CORNER VERY DANGEROUS
LENNOX 325	FRAZIER	X	X	X		
LENNOX 330	SLATER	X	X	X		HOUSING GROWTH LIGHTS ARE MANDATORY FOR SAFETY AND TRAFFIC FLOW
LENNOX 339	BUCCIERI	X	X		X	NO...ENCINAL WILL BE MAJOR CUT-THRU IN QUIET NEIGHBORHOOD
LENNOX 360	ABARAMOWITZ	X	X	X		IN FAVOR ONLY IF SPEED BUMPS OR OTHER MEASURES ADDED TO SLOW TRAFFIC.
LENNOX 378	PAYNE	X	X	X		
LENNOX 362	AMUNDSON	X	X	X		HARD TO GET ONTO MIDDLEFIELD IN AM. THIS WOULD HELP
LENNOX 379	KELLY	X	X		X	ENCINAL WOULD END UP WITH DISPROPORTIONATE THRU TRAFFIC.
LENNOX						
<b>LENNOX, MP</b>		<b>23</b>	<b>8</b>	<b>6</b>	<b>2</b>	

TUDOR 1620	SLATE	X	X	X		IN FAVOR ONLY IF SIGNAL OPERATES A SHORT TIME AT START/END OF SCHOOL
OAK GROVE 402	O'NEIL, JAMES	X	X		X	QUIT STRANGLING OUR CITY WITH USELESS, EXPENSIVE, TRAFFIC SIGNALS. A SIGNAL 100 YARDS NORTH ALREADY. RU NUTS???
<b>TUDOR/OAK GROVE, MP</b>		<b>3</b>	<b>2</b>	<b>1</b>	<b>1</b>	

MENLO PARK	MENLO PARK SURVEYS SENT/RETURNED	144	57	45	12
	PERCENT RETURNED	40%			
	PERCENT - IN FAVOR	79%			
	PERCENT - OPPOSED	21%			

	TOTAL SURVEYS RETURNED/COUNTED		65	50	15
	TOTAL MAILED	165			

# ENCINAL AVENUE/MIDDLEFIELD ROAD TRAFFIC SIGNAL SURVEY

INCLUDES ATHERTON STREETS: BASSETT, ENCINAL, LAUREL

INCLUDES MENLO'S STREETS: ENCINAL, LAUREL, ARDEN, FELTON, LENNOX, TUDOR

ADDRESS	OWNER/RESIDENT	# SENT	# RETURNS	ARE IN FAVOR	NOT IN FAVOR	COMMENTS
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TOTAL PERCENT RETURNED	39%
TOTAL PERCENT - IN FAVOR	77%
TOTAL PERCENT - OPPOSED	23%



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

**FROM: LISA COSTA SANDERS, DEPUTY TOWN PLANNER**

**DATE: FOR THE MEETING OF OCTOBER 15, 2008**

**SUBJECT: ADOPTION OF A RESOLUTION ENDORSING THE GUIDING  
PRINCIPLES OF THE GRAND BOULEVARD INITIATIVE**

#### **RECOMMENDATION:**

Adopt the Resolution endorsing the Guiding Principles of the Grand Boulevard Initiative for the Town of Atherton.

#### **BACKGROUND:**

The Grand Boulevard initiative is a collaboration of 19 cities, the counties of San Mateo and Santa Clara, local and regional agencies, private business, labor and environmental organizations united to improve the performance, safety and aesthetics of Highway 82 (El Camino Real) on the Peninsula. The Initiative encompasses 43 miles of El Camino Real from Daly City to Downtown San Jose. The study area boundaries also include ¼ mile on both sides, forming the “El Camino Real corridor.”

The Grand Boulevard Initiative utilizes a committee system to assure widespread participation in developing specifics of the Initiative. The Task Force, made up of elected officials and executive-level staff from regional agencies and CalTrans, sets policies and makes policy decisions. The committee has endorsed ten Guiding Principles of the Grand Boulevard and recommends each jurisdiction endorse the Guiding Principles appropriate to their jurisdiction.

#### **ANALYSIS:**

The ten Guiding Principals of the Grand Boulevard establish goals for the long-term development of El Camino Real. It is important to note that these Guiding Principles are not intended to replace local General Plan and Zoning regulations. Adoption of the Guiding Principles would show Atherton’s support for the Grand Boulevard concepts along the entire corridor, and as noted above, could make Atherton eligible for future funding opportunities.

Town Staff has reviewed the ten Guiding Principles, and working in conjunction with staff from the Grand Boulevard initiative, has customized them for Atherton.

**1. Support housing and job growth in areas along the corridor consistent with the Town's General Plan and Zoning Code.**

*As noted above, the Guiding Principals do not require changing the local General Plan and Zoning designations.*

**2. Support mixed-use development and high quality urban design and construction when consistent with the communities' General Plan and Zoning Code.**

*Adoption of this principal would support mixed-use developments in other communities when consistent with that jurisdiction's General Plan and Zoning regulations. No changes would be made to Atherton's land use pattern.*

**3. Support a pedestrian-oriented environment and improved streetscapes, ensuring access to and between public areas and private developments.**

*With the availability of outside funding sources, Atherton could consider improvements to the landscape standards, fencing standards and pedestrian connections along El Camino Real. This could include a master landscape and fence design program that would be implemented at the will of adjacent property owners as well as improvements to the center median landscaping.*

**4. Support a balanced multimodal corridor appropriate to Atherton that improves mobility of people and vehicles along the corridor.**

*With the availability of outside funding sources, Atherton could improve bike paths and pedestrian paths along El Camino Real, as well as work with SamTrans to improve the bus stops.*

**5. Support the management of parking assets where appropriate.**

*Town Hall and the Train Station are less than ¼ mile from El Camino Real. Atherton will continue to manage the parking assets in the best interest of the Town and its residents.*

**6. Encourage vibrant public spaces and gathering places.**

*The Town may consider improvements to public gathering places with any improvements to Town Hall.*

**7. Preserve and accentuate the unique and desirable community character of Atherton and the existing quality of life in adjacent neighborhoods.**

*Atherton will continue to preserve the unique community character of Atherton.*

**8. Encourage the improvement of safety and public health.**

*With the availability of outside funding sources, Atherton could consider improvements to traffic safety, bike routes as well as pedestrian safety improvements to El Camino Real.*

**9. When possible, strengthen pedestrian and bicycle connections with the corridor.**

*With the availability of outside funding sources, Atherton could consider improvements to bike routes and pedestrian connections along El Camino Real.*

**10. Encourage environmentally sustainable and economically viable development patterns.**

*The Town will continue to implement the National Pollution Discharge Elimination System requirements relating to drainage and storm water protection. If funding becomes available, the Town could improve drainage and flooding conditions along El Camino Real. This requires multi-jurisdictional coordination.*

**FINANCIAL IMPACT:**

None at this time. With the adoption of the Resolution, the Town of Atherton could become eligible for future outside funding to implement aspects of the Grand Boulevard Initiative.

**FORMAL MOTION:**

I move adoption of the Resolution endorsing the Guiding Principles of the Grand Boulevard Initiative.

Prepared by:

Approved by:

/s/ Lisa Costa Sanders

Lisa Costa Sanders  
Deputy Town Planner

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

Attachment: Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
ENDORING THE GUIDING PRINCIPLES OF THE GRAND BOULEVARD  
INITIATIVE**

The City Council of the Town of Atherton hereby resolves as follows:

The City Council of the Town of Atherton endorses the Guiding Principals of the Grand Boulevard Initiative where consistent with the Town's General Plan and Zoning Code as follows;

1. Support housing and job growth in areas along the corridor consistent with the Town's General Plan and Zoning Code.
2. Support mixed-use development and high quality urban design and construction when consistent with the communities' General Plan and Zoning Code.
3. Support a pedestrian-oriented environment and improved streetscapes, ensuring access to and between public areas and private developments.
4. Support a balanced multimodal corridor appropriate to Atherton that improves mobility of people and vehicles along the corridor.
5. Support the management of parking assets where appropriate.
6. Encourage vibrant public spaces and gathering places.
7. Preserve and accentuate the unique and desirable community character of Atherton and the existing quality of life in adjacent neighborhoods.
8. Encourage the improvement of safety and public health.
9. When possible, strengthen pedestrian and bicycle connections with the corridor.
10. Encourage environmentally sustainable and economically viable development patterns.

This Resolution shall be effective immediately upon adoption.

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 15th day of October, 2008, by the following vote.*

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

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James R. Janz, MAYOR  
Town of Atherton

ATTEST:

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Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

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Marc Hynes, City Attorney



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

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

**DATE: CITY COUNCIL MEETING OF OCTOBER 15, 2008**

**SUBJECT: ADOPT A RESOLUTION APPROVING REPLACEMENT POLICY – 2.3  
HARASSMENT AND RETALIATION**

#### **RECOMMENDATION:**

Staff recommends that the City Council Adopt a Resolution Approving Policy 2.3 Harassment and Retaliation to replace current Town Policy “Zero Tolerance Standards of Behavior to Prevent Discrimination and Harassment.”

#### **INTRODUCTION:**

The current Town policy “Zero Tolerance Standards of Behavior to Prevent Discrimination and Harassment” is in need of additional language to comply with Federal and State law, to reaffirm the Town’s strong commitment to prohibit harassment and retaliation, and to provide a safe work environment that is free of harassment and retaliation. Language changes were significant and staff determined that a replacement policy would provide the most clarity.

In August 2008, staff began preparing Draft Town 2.3 Harassment and Retaliation. During the past two months, the draft policy has undergone revisions due to review by the Town’s City Manager, Management Team, Union Business Representatives and Shop Stewards, and District legal and labor counsel. In addition, the draft policy was emailed to all Atherton employees for comment.

The draft policy presented to the Council for action on October 15 was emailed on October 3 to all appropriate Union representatives for both Atherton Police Officers’ Association (APOA) and Teamsters Local Union No. 856. The draft policy was emailed and posted on October 3, 2008, for staff comment.

Prepared By:

Approved By:

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Eileen Wilkerson  
Assistant City Manager

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Jerry Gruber  
City Manager

- Draft Town Policy – 2.3 Harassment and Retaliation
- Town Policy Zero Tolerance Standards of Behavior to Prevent Discrimination and Harassment
- Resolution 08-xx

# TOWN OF ATHERTON

<b>DRAFT Policy</b>	<b>Number:</b> 2.3	<b>Date of Approval:</b>	<b>Adopted By:</b> Resolution 08-xx
<b>Title:</b> Harassment and Retaliation	<b>Prepared By:</b> E. Wilkerson	<b>Revised By:</b>	<b>Page:</b> Page 1 of 6
<b>Purpose:</b> To reaffirm the Town's strong commitment to prohibit harassment as defined below and retaliation against those who report or oppose harassment.			

## Statement of Purpose

This policy applies to and protects applicants for Town employment, Town officers and employees, elected representatives and contractors. This policy:

- A. States and defines the Town's Policy against harassment and retaliation.
- B. Sets forth the procedure to be used to report, investigate, and remedy violations of the Policy.

## Policy

1. **Prohibition Against Harassment:** It is the policy of the Town to prohibit any form of harassment, as defined below. To that end, this Policy establishes a Complaint Procedure that applicants, elected representatives, officers, employees or contractors can use to report potential violations. Disciplinary action, up to and including termination, will be taken against an employee or officer who is found to have engaged in harassment in violation of this Policy. Any elected representative or contractor who has been found to have engaged in harassment in violation of this Policy shall be subject to appropriate sanctions.
2. **Prohibition Against Retaliation:** In order to deter harassment and to support the integrity of the Complaint Procedure described below, the Town also prohibits retaliation. Any employee found to have retaliated against an applicant, elected representative, officer, employee, or contractor because of a complaint of harassment or because of participation in the Complaint Procedure, shall be subject to disciplinary action up to and including termination. Any elected representative or contractor who has been found to have retaliated in violation of this Policy shall be subject to appropriate sanctions.
3. **Definitions**
  - A. **Protected Classifications:** This Policy prohibits harassment because of an individual's protected classification. "Protected classification" includes sex, gender, race, religious creed, color, national origin or ancestry, medical condition, marital status, age, or perceived or actual sexual orientation, physical or mental disability. "Sexual orientation" includes heterosexuality, homosexuality, transgender and bisexuality.
  - B. **Policy Coverage:** This Policy prohibits Town elected representatives, officers, employees, or contractors from harassing applicants, elected representatives, officers, employees, or contractors because:

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1. Of an individual's protected classification
2. Of the perception that an individual has a protected classification, or
3. The individual associates with a person who has or is perceived to have a protected classification.

4. **Harassment:** Depending upon the circumstances, a single act of harassment, as defined below, can violate this Policy:

- A. **Verbal Harassment**—includes epithets, jokes, inappropriate comments or slurs that identify a person on the basis of his or her protected classification, intimate or other nicknames, comments on appearance—including dress or physical features—or stories that tend to disparage those with a protected classification.
- B. **Visual Forms of Harassment**—includes gestures, posters, notices, bulletins, cartoons, photography, or drawings that tend to disparage those with a protected classification.
- C. **Physical Harassment**—includes the following conduct taken because of an individual's protected classification: assault, impeding or blocking movement, physically interfering with normal work or movement, pinching, grabbing, patting, propositioning, leering, making express or implied job threats or promises in return for submission of physical acts, mimicking, stalking, or taunting.
- D. **Sexual Harassment**—In addition to the foregoing verbal, and physical harassment, sexual harassment includes sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that are an express or implied condition of continued employment or other term and condition of employment.

5. **Guidelines for Identifying Harassment:** To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:

- A. Harassment includes any conduct that would be “unwelcome” to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.
- B. It is no defense that the recipient appears to have voluntarily “consented” to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.
- C. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is not harassment. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.
- D. Even visual, verbal, and/or physical conduct between two persons subject to this policy who appear to welcome it can constitute harassment of a third person subject to the Policy who

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observes the conduct or learns about the conduct later.

- E. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct has no intention to harass. The Town recognizes that it is legitimate for those in protected classifications to have heightened sensitivities to harassment as a result of their life experiences. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).
  - F. A single act can violate this Policy and provides grounds for discipline or other appropriate sanctions. Therefore, if one is in doubt as to whether any particular conduct may violate this Policy, the conduct should be avoided and guidance from a supervisor sought.
6. **Retaliation:** Retaliation is any adverse conduct taken because an applicant, elected representative, officer, employee or contractor has reported harassment, or has participated in the Complaint Procedure described below. Retaliation is prohibited. "Adverse Conduct" or "Retaliation" includes, but is not necessarily limited to the following types of conduct: taking sides because an individual has reported harassment, spreading rumors about a complaint, shunning and avoiding an individual who reports harassment, and real or implied threats of intimidation to prevent an individual from reporting harassment. The following individuals are protected from retaliation: those who make good faith reports that harassment occurred, those who are accused of harassment, and those who associate with an individual who is involved in reporting harassment or participating in a harassment complaint procedure.
7. **Confidentiality:**
- A. The Town recognizes that confidentiality is important to all parties involved in a harassment investigation. Because complete confidentiality is not possible owing to the need to fully investigate harassment incidents and the duty to take effective remedial action because of harassment incidents, confidentiality will be maintained to the maximum extent possible.
  - B. An individual who is interviewed during the course of an investigation should not discuss the substance of the interview, except as may be otherwise directed by a supervisor. Any individual who discusses the content of an investigatory interview will be subject to discipline.
  - C. The Town will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or a court order.
8. **Complaint Procedure:**

An applicant, elected representative, officer, employee, or contractor who feels he or she has been harassed or retaliated against in violation of this Policy should report the conduct immediately and according to the following procedure so that the complaint can be resolved quickly and fairly.

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- A. **Reporting to the Offending Individual:** The Town strongly encourages any person subject to this Policy who feels that he or she has been harassed in violation of this Policy to let the offending person know immediately and firmly that the conduct at issue in unwelcome, offensive, in violation of the proscriptions of this Policy, and must stop.
- B. **Reporting to Management:** If a person described above who has been harassed prefers not to confront the offending person, he or she need not do so. Instead, the Town strongly encourages that person to immediately report the conduct to any supervisor, department head, or the Assistant City Manager (Human Resource Manager). The person should provide all details of the incident or incidents, names of individuals involved, and the names of any witnesses. This report can be made orally or in writing.
- C. **Interim Relief:** Any person subject to this Policy who receives a complaint or learns of a potential violation of this Policy must promptly report the information to any supervisor or to the Assistant City Manager (Human Resources Manager), who, should assess whether any interim actions should be taken to stabilize the situation while the investigation is pending, including, but not limited to, placing the accused on paid administrative leave.
- Elected representatives who receive a complaint or learn of a potential violation of this Policy must promptly report the information to the Assistant City Manager.
- D. **Investigation:** The Assistant City Manager or designee will immediately either direct an investigation by an independent investigator or undertake an effective, discreet, thorough and objective investigation of the allegations at issue. All complaints will be investigated to the extent that the Assistant City Manager or designee deems appropriate. The investigation should normally include interviews with the reporting individual, the person charged with harassment, and any other person who may have relevant knowledge concerning the allegations.
- The investigator will remind all witnesses to maintain the confidentiality of the content of the interview, and that retaliation against those who report alleged harassment or who participate in the complaint procedure is prohibited.
- E. **Investigation into Unreported Potential Violations:** The Town will investigate if any of its elected representatives, officers, supervisors or managers become aware that harassment has occurred, regardless of whether the recipient or third party reports a potential violation.
- F. **Remedial and Disciplinary Action:** If the investigation concludes that harassment or retaliation in violation of this Policy has occurred, the Town will notify the involved parties of the general conclusion(s) of the investigation and will take remedial action designed to end the violation(s). Any officer, or employee found responsible for violating this policy will be subject to appropriate disciplinary action, up to and including

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termination. Disciplinary action may also be taken against any officer, supervisor, or manager who condones or ignores violations of this policy or otherwise fails to take appropriate action to enforce this policy. Any elected representative, or contractor found to be responsible for violating this Policy will be subject to appropriate sanctions.

G. **Option to Report to Outside Administrative Agencies. Persons subject to this Policy may report harassment or retaliation to the U.S. EQUAL Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH)."**

9. **Individual Responsibilities:**

A. **Individual Employee/Contractor:** A Town employee or contractor is required to:

1. Conduct himself or herself consistently with this policy.
2. Report any act he or she in good faith believes constitutes harassment or retaliation as defined here to his or her immediate supervisor, department head, or Assistant City Manager (Human Resource Manager).
3. Maintain the confidentiality of any investigation the Town conducts under this Policy by not disclosing the substance of any investigatory interview, except as directed by the immediate supervisor, department head, or Assistant City Manager (Human Resource Manager).
4. Cooperate fully with the Town's investigation into alleged violations of this Policy by responding fully and truthfully to all questions posed during the investigation.

B. **Management and Supervisory Employees, including Elected Representatives (Council Members):** In addition to the responsibilities listed above for individual employees, and/or contractors, management and supervisory personnel, including elected representatives, all persons subject to this policy are responsible to help prevent harassment in their departments or areas of responsibility by:

1. Knowing this Policy and conducting themselves in accordance with it.
2. Informing all employees under their direction of this Policy and Complaint Procedure and providing training as appropriate.
3. Receiving complaints of harassment in a fair and serious manner.
4. Reporting the complaint to the appropriate person designated in paragraph 8.C. above.

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5. Documenting steps taken to resolve the problem, and following up with the complaining applicant, elected representative, officer, employee or contractor to ensure that the behavior has stopped and that there have been no reprisals based on the findings of the investigation.
6. Implementing appropriate disciplinary and remedial action.
7. Informing one who complains of harassment of his or her option to contact the EEOC and DFEH regarding any alleged harassment or retaliation.
8. Regularly monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures and correcting inappropriate language.

C. **Assistant City Manager:**

The Assistant City Manager is responsible for administering the complaint procedure, authorizing and/or conducting an investigation.

Note: Questions and/or clarification of this Policy should be directed to the Assistant City Manager.

**Appeal**

If the complaining party is not satisfied with the general conclusion of the investigation, he or she may appeal to the City Manager. The City Manager shall decide the appeal within (3) days of the filing of the appeal. The City Manager's decision shall be final.

**RESOLUTION NO. 08-**

**RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON TO  
APPROVE TOWN POLICY 2.3 HARASSMENT AND RETALIATION  
TO REPLACE  
ZERO TOLERANCE STANDARDS OF BEHAVIOR TO PREVENT  
DISCRIMINATION AND HARASSMENT**

**WHEREAS**, the City Council has determined that a Town policy against harassment and retaliation is needed to comply with Federal and State law, to reaffirm the Town's strong commitment to prohibit harassment and retaliation against those who report or oppose harassment; and

**WHEREAS**, The City Council desires to update the language of and incorporate current laws into the current Zero Tolerance Standards of Behavior to Prevent Discrimination and Harassment;

**THEREFORE, BE IT RESOLVED** that the City Council does hereby approve Town Policy 2.3 Harassment and Retaliation to replace Zero Tolerance Standards of Behavior to Prevent Discrimination and Harassment as presented in the attachment to this Resolution and incorporated by reference herein; and

**FURTHER, BE IT RESOLVED** that the City Council does hereby adopt this Resolution 08.-xx

This Resolution shall be effective immediately upon adoption.

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 15<sup>th</sup> day of October, 2008, by the following vote:*

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

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James Janz, MAYOR  
TOWN OF ATHERTON

ATTEST:

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Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

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Marc G. Hynes, City Attorney

## TOWN OF ATHERTON

### ZERO TOLERANCE STANDARDS OF BEHAVIOR TO PREVENT DISCRIMINATION AND HARASSMENT

Whenever human beings work together, social interaction occurs. Some social behaviors are acceptable, some are inappropriate, and still others are illegal. Under the Town's Zero Tolerance Policy, any behavior which discriminates against or harasses an employee or officer based upon any protected status, such as race, religion, national origin, ancestry, disability, sex, age, or sexual orientation will not be tolerated.

These Standards of Behavior are to help clarify what social behaviors are acceptable and unacceptable on the job. The list below enumerates some social behaviors that are prohibited on the job. If you have questions, please talk with your supervisor.

- ◆ Disparaging or offensive comments, jokes, or suggestions about an employee's protected status;
- ◆ Any and all behaviors, practices, actions or pranks which treat individuals differently based on protected status as to the terms and conditions of employment, such as: systematic exclusion of an individual employee or a group of employees; negative or derisive comments on performance, skills; refusal to grant overtime or special assignments or training; any threatening behavior such as phone calls, destruction, theft, or defacing of personal or Town property;
- ◆ Comments, jokes, or suggestions that are directed toward an employee's protected status;
- ◆ Slang, names, or labels such as "honey", "sweetie", "boy", "girl", "bitch" or "bastard," or racial or religious slang;
- ◆ Calling attention to another employee's physical appearance, race, national origin, disability, sex sexual orientation or religion;
- ◆ Laughing at, ignoring, or not taking seriously an employee who reports or complains of harassment;
- ◆ Blaming the persons who complain about harassment or discrimination for causing the problem;
- ◆ Continuing certain behavior directed to an individual's protected status after a coworker has objected to that behavior;
- ◆ Displaying nude or sexual pictures, cartoons, or calendars on or about any Town property;
- ◆ Any other similar acts or actions directed toward an individual's protected status which are not specifically described above.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Sexual harassment may include, but is not limited to:

- ◆ Explicitly or implicitly making sexual conduct a term or condition of an individual's employment;
- ◆ An employment decision based on the submission to or rejection of a sexual advance;
- ◆ Sexual or physical conduct that interferes with an individual's work environment or creates an intimidating or hostile work environment.

Conduct that is undertaken to harass based upon a person's race, national origin, sex, sexual orientation, religion or disability is also strictly prohibited.

TOWN OF ATHERTON

DISCRIMINATION OR HARASSMENT COMPLAINT FORM

This form is to be used to complain about a violation of the Town of Atherton's **Zero Tolerance Policy Against Discrimination and Harassment**. This form must be filed with the City Manager's Office or other supervisory employee as soon as possible after an alleged violation of the Policy. Upon filing of this form, the Town will investigate.

Date submitted: \_\_\_\_\_

Complainant's Name: \_\_\_\_\_

Job Title: \_\_\_\_\_ Dept: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_ Dept. Head: \_\_\_\_\_

Complaint Reported to: \_\_\_\_\_

Name

Title

Date Complaint First Reported: \_\_\_\_\_

Date of Incident: \_\_\_\_\_

Describe Incident: (Give details, person(s) involved, location, specifics of harassment; witnesses to harassment.) Use additional page if necessary.

Has an attempt been made to resolve incident formally?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Date: \_\_\_\_\_ Describe Informal Resolution Process:

Complainant's Signature: \_\_\_\_\_

Print Name of Complainant: \_\_\_\_\_



Town of Atherton

**"TOWN OF ATHERTON ZERO TOLERANCE POLICY  
AGAINST DISCRIMINATION AND HARASSMENT"**

**AND**

**"TOWN OF ATHERTON ZERO TOLERANCE STANDARDS OF  
BEHAVIOR TO PREVENT DISCRIMINATION AND HARASSMENT"**

**EMPLOYEE ACKNOWLEDGMENT**

I have received a copy of the "**TOWN OF ATHERTON ZERO TOLERANCE POLICY AGAINST DISCRIMINATION AND HARASSMENT**" and the "**TOWN OF ATHERTON ZERO TOLERANCE STANDARDS OF BEHAVIOR TO PREVENT DISCRIMINATION AND HARASSMENT**." I have read these documents, understand them, and I agree to adhere to them. If I need further clarification about my responsibilities under the Policy and Standards, I will make an appointment to review them with the City Manager.

PRINTED NAME  
OF EMPLOYEE:

\_\_\_\_\_

SIGNATURE OF  
EMPLOYEE:

\_\_\_\_\_

DATE:

\_\_\_\_\_



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

**FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF JUNE 18, 2008**

**SUBJECT: ADOPT A RESOLUTION APPROVING A NO PARKING  
ANY TIME ZONE ON THE SOUTH SIDE OF OAK GROVE  
AVENUE BETWEEN MIDDLEFIELD ROAD AND  
REBECCA LANE**

#### **RECOMMENDATION:**

Adopt a resolution approving a “No Parking Any Time” zone on the South side of Oak Grove Avenue between Middlefield Road and Rebecca Lane.

#### **INTRODUCTION:**

Residents of 198 Oak Grove Avenue and 1 Rebecca Lane requested a “No Parking” zone on Oak Grove Avenue, extending the existing “No Parking Any Time” zones at the corners to cover the entire block in front of their properties. The matter was heard by the Transportation Subcommittee at its September 11, 2008, meeting and recommended for approval.

#### **ANALYSIS:**

There is a parking issue in this location where students from Menlo-Atherton High School (MAHS) park in this block and obstruct sight distance and pedestrian traffic and create a nuisance by leaving trash in residents’ yards. In 2004, the “No Parking” zone on the east side of Middlefield Road was extended to Edge Road. Parking west of Middlefield Road has now become a similar problem. The situation has been exacerbated by the displacement of parking due the construction at MAHS.

There are existing “No Parking Any Time” zones at the intersections with Middlefield Road and with Rebecca Lane but not in between. There seems to be confusion with cars parked legally between the existing signs and others parked illegally in the “No Parking” zones.

Public Works staff evaluated the request and recommended that extending the “No Parking” through the entire block would be beneficial for vehicular and pedestrian traffic and would alleviate the other issues related to student parking in the area.

**FISCAL IMPACT:**

The cost will be two signs with posts and staff time to install them. The signs will cost approximately \$300 each and 2 additional signs will be needed, for a total cost of \$600.

Prepared By:

Approved by:

---

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

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Jerry Gruber  
City Manager

Attachment:   Resolution  
                  Request emails  
                  Pictures



3 3:43 PM







3 3:43 PM

**RESOLUTION 08-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
GOVERNING TRAFFIC AND PARKING ON THE SOUTH SIDE OF OAK GROVE  
AVENUE FROM THE MIDDLEFIELD ROAD TO REBECCA LANE PURSUANT TO  
ATHERTON MUNICIPAL CODE, SECTION 10.04.010**

**WHEREAS**, in the Atherton Municipal Code, Section 10.04.010, the City Council of the Town of Atherton was given authority to adopt by resolution such rules and regulations as it finds necessary for the governing of traffic and parking on various streets and highways within and under the jurisdiction of said Town; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the Town of Atherton, California does hereby order, authorize and adopt the following regulations governing traffic and parking:

Establishment of a “NO PARKING ANY TIME” zone, on the south side of Oak Grove Avenue for that portion extending from the intersection of Middlefield Road to the intersection of Rebecca Lane.

**IT IS FURTHER ORDERED AND DIRECTED**, that pursuant to the provisions of the Vehicle Code of the State of California, proper signs shall be erected as hereinabove provided before these regulations shall be effective.

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 15<sup>th</sup> day of October, 2008 by the following vote:*

<i>AYES:</i>	<i>COUNCIL MEMBERS:</i>
<i>NOES:</i>	<i>COUNCIL MEMBERS:</i>
<i>ABSENT:</i>	<i>COUNCIL MEMBERS:</i>
<i>ABSTAIN:</i>	<i>COUNCIL MEMBERS:</i>

ATTEST:

\_\_\_\_\_  
James R. Janz, MAYOR  
TOWN OF ATHERTON

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

APPROVED AS TO FORM:

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

**From:** Duncan Jones  
**Sent:** Tuesday, July 29, 2008 2:22 PM  
**To:** Judy Bellmont  
**Subject:** FW: parking in front of 198 Oak Grove Ave.  
[For September Transportation Committee.](#)

Duncan L. Jones, P.E.  
Public Works Director  
Town of Atherton  
91 Ashfield Road  
Atherton, CA 94027  
650.752.0532  
FAX 650.688.6539

---

**From:** cince@aol.com [mailto:cince@aol.com]  
**Sent:** Tuesday, July 29, 2008 10:40 AM  
**To:** Duncan Jones  
**Subject:** parking in front of 198 Oak Grove Ave.

Dear Mr. Jones,

As the owner of 198 Oak Grove Avenue in Atherton located at the intersection of Oak Grove and Middlefield Avenues, I am writing to you to respectfully request that the City of Atherton deny parking on the south side of Oak Grove. As you know this corner is a major intersection controlled by a traffic light and is heavily trafficked. Cars, mainly driven by students of the Menlo-Atherton High School have been allowed to park on the dirt curb between street trees in front of my property.

It seems to me that this constitutes a real traffic hazard in that it creates another lane of cars added to the three existing lanes (left turn lane, straight ahead lane and a right turn lane). This intersection has had major problems with accidents in the past and I believe street parking so close to the intersection exacerbates the situation. On some occasions it has been difficult to get in or out of the driveway because of cars partially blocking the access.

In addition, I believe that parking on the dirt between the street trees is environmentally detrimental to the health of the trees with oil and gasoline dripping onto their roots.

I am hopeful that you and your colleagues can see your way to honor my request. You may contact me by E Mail at [cince@aol.com](mailto:cince@aol.com).

Respectfully,

Charles Ince

From: Chisato Loo [ctomotsune@yahoo.com]  
Sent: Tuesday, September 09, 2008 3:28 PM  
To: Duncan Jones  
Cc: lvimoche@sbcglobal.net  
Subject: Any meeting about Oak Grove Ave Parking issue?

Hi Mr. Jones,

I was informed that there is a meeting about Oak Grove Ave Street parking on Thursday, September 11. Unfortunately, we have to attend a function on Thursday night, so I cannot attend the meeting.

In regards to parking issue, My husband and I completely agree that there should be NO PARKING on Oak Grove Avenue along the property of Rebecca Lane houses; our house side (1 Rebecca Lane) and Mrs. Bauer's house side(2 Rebecca Lane).

Would you please let me know what can I do to have NO Parking on the Oak Grove Avenue; other than attending a meeting on Thursday.

Wade and Chisato Loo  
1 Rebecca Lane  
(650) 321-8688



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

**FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF OCTOBER 15, 2008**

**SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH  
WILSEY HAM FOR CONCEPTUAL DESIGN SERVICES FOR THE  
MANDARIN, WALSH, MULBERRY, ELENA/FAXON,  
MACBAIN/ALEJANDRA/BRITTANY AND FAIR OAKS CUL-DE-SAC  
PROJECTS**

### **RECOMMENDATION:**

Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Wilsey Ham to provide conceptual and final design services for the Mandarin, Walsh/Belbrook, Mulberry, Elena/Faxon, MacBain/Alejandra/Brittany and Fair Oaks Cul-De-Sac Projects, in an amount not to exceed \$44,184 plus a ten percent contingency, for a total authorization of \$48,602.

### **BACKGROUND:**

The project description is:

To design storm drainage systems that will redirect the existing flow path to avoid flows through private property and alleviate flooding by installing new systems connecting to the existing storm drain system.

To avoid increasing the runoff to the Atherton Channel from the more direct routing, which would cause increased potential for downstream flooding, the time of concentration for the new system will need to be increased by the use of in-line detention, using

oversized pipes for storage with low flow outlets calibrated to match the undeveloped condition and high flow weirs for rainfall events in excess of the design event.

Wilsey Ham was chosen by Qualifications Based Selection and approved by Council in February 2008 to be the Town's on-call drainage design consultant. The first task was to develop a Basis of Design (BOD). The BOD is the basis for this proposal for the conceptual design of these projects.

**ANALYSIS:**

These projects are not well defined in the Nolte Study. They need to be further developed by a conceptual design study to determine the scope of the project before a final design proposal can be prepared.

**FISCAL IMPACT:**

Parcel Tax funds in the amount of \$165,000 were budgeted for drainage design in FY 2008-09. The Scope of Services and Fee Estimate were negotiated with the selected firm. The final negotiated fee estimate is \$44,184. A 10% contingency of \$4,418 would bring the total authorization to \$48,602, which is within the approved budget.

When conceptual design is completed, the scope of work and fee estimate for the second phase of work (Final Design) will be negotiated with the selected firm and brought to Council for approval.

Prepared By:

Approved:

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

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Jerome D. Gruber  
City Manager

Attachments: Professional Services Agreement  
Scope of Work  
Fee Estimate

PROFESSIONAL SERVICES AGREEMENT FOR  
Mandarin, Walsh/Belbrook, Mulberry, Elena/Faxon, MacBain/Alejandra/Brittany  
and Fair Oaks Cul-De-Sac Projects Conceptual Design

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

1. Project Designation. The Consultant is retained by the City to perform Municipal Storm Drain System Conceptual Design services in connection with the project designated as the Mandarin, Walsh/Belbrook, Mulberry, Elena/Faxon, MacBain/Alejandra/Brittany and Fair Oaks Cul-De-Sac Projects.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.
3. Time for Performance. Work under this contract shall commence upon the giving of written notice by the City to the Consultant to proceed. Consultant receipt of a Purchase Order shall constitute said notice. Consultant shall perform all services and provide all work product required pursuant to this agreement within 90 calendar days from the date written notice is given to proceed, unless an extension of such time is granted in writing by the City.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$44,184 without express written modification of the agreement signed by the City.
  - b. The consultant may submit vouchers to the City once per month during the progress of the work for partial payment for project completed to date, up to 85% of total project costs. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and state for a period of three (3) years after final payments. Copies shall be made available upon request.

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

11. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

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

13. Termination.

a. The City reserves the right to terminate this agreement at any time by giving thirty (30) days written notice to the Consultant.

b. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this agreement between surviving members of the Consultant and the City, if the City so chooses.

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

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

Notices to Consultant shall be sent to the following address:

Jeff Peterson, PE, Principal, Wilsey Ham  
393 Vintage Parkway, Suite 100  
Foster City, CA 94404

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

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

Town of Atherton

Wilsey-Ham, Consultant

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

By \_\_\_\_\_

Approved as to Form

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

EXHIBIT "A"  
SCOPE OF SERVICES

EXHIBIT "B"  
PAYMENT

1. Consultant shall be paid up to \$44,184 as per Exhibit B-1 to complete the scope of work as outline in Exhibit "A".
2. The consultant may submit vouchers to the City once per month during the progress of the work for partial payment for project completed to date, up to 85% of total project costs. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved.
3. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

**FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF OCTOBER 15, 2008**

**SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH  
WILSEY HAM FOR CONCEPTUAL AND FINAL DESIGN SERVICES  
FOR THE POLHEMUS AVENUE CUL-DE-SAC PROJECT**

#### **RECOMMENDATION:**

Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Wilsey Ham to provide conceptual and final design services for the Polhemus Avenue Cul-De-Sac Project in an amount not exceed \$41,771, plus a 10% contingency, for a total authorization of \$45,948.

#### **BACKGROUND:**

The project description is:

To design a storm drainage system that will redirect the existing flow path to avoid flows through private property and alleviate flooding by installing a new system connecting the Polhemus Avenue cul-de-sac to the existing storm drain in Polhemus Avenue.

To avoid increasing the runoff to Redwood Creek from the more direct routing, which would cause increased potential for downstream flooding, the time of concentration for the new system will need to be increased by the use of in-line detention, using oversized pipes for storage with low flow outlets calibrated to match the undeveloped condition and high flow weirs for rainfall events in excess of the design event.

Wilsey Ham was chosen by Qualifications Based Selection and approved by Council in February 2008 to be the Town's on-call drainage design consultant. The first task was to develop a Basis of Design (BOD). The BOD is the basis for this proposal for the conceptual and final design and construction bid package preparation.

**ANALYSIS:**

The Polhemus project is a well defined project that can have both conceptual and final design incorporated into one scope. This will allow the final design and bid to catch up with the Fletcher-Ridgeview project so that the two projects can be bid with construction starting next spring

**FISCAL IMPACT:**

Parcel Tax funds in the amount of \$165,000 were budgeted for drainage design in FY 2008-09. The Scope of Services and Fee Estimate were negotiated with the selected firm. The final negotiated fee estimate is \$41,771. This includes \$3,150 for surveying that would normally be included in CIP support, but it was felt it would be more efficient for Wilsey Ham, who has their own survey crews, to perform this work. A 10% contingency of \$4,177 would bring the total authorization to \$45,478, which is within the approved budget.

Prepared By:

Approved:

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

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Jerome D. Gruber  
City Manager

Attachments: Professional Services Agreement  
Scope of Work  
Fee Estimate

PROFESSIONAL SERVICES AGREEMENT FOR  
Polhemus Avenue Cul-De-Sac Storm Drain Project  
Conceptual and Final Design

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

1. Project Designation. The Consultant is retained by the City to perform Municipal Storm Drain System Conceptual and Final Design services in connection with the project designated as Polhemus Avenue Cul-De-Sac Storm Drain Project.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.
3. Time for Performance. Work under this contract shall commence upon the giving of written notice by the City to the Consultant to proceed. Consultant receipt of a Purchase Order shall constitute said notice. Consultant shall perform all services and provide all work product required pursuant to this agreement within 120 calendar days from the date written notice is given to proceed, unless an extension of such time is granted in writing by the City.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$41,771 without express written modification of the agreement signed by the City.
  - b. The consultant may submit vouchers to the City once per month during the progress of the work for partial payment for project completed to date, up to 85% of total project costs. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and state for a period of three (3) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this

agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.

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

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

13. Termination.

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

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

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

Notices to Consultant shall be sent to the following address:

Jeff Peterson, PE, Principal, Wilsey Ham  
393 Vintage Parkway, Suite 100  
Foster City, CA 94404

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

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

Town of Atherton

Wilsey-Ham, Consultant

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

By \_\_\_\_\_

Approved as to Form

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

EXHIBIT "A"  
SCOPE OF SERVICES

EXHIBIT "B"  
PAYMENT

1. Consultant shall be paid up to \$41,771 as per Exhibit B-1 to complete the scope of work as outline in Exhibit "A".
2. The consultant may submit vouchers to the City once per month during the progress of the work for partial payment for project completed to date, up to 85% of total project costs. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved.
3. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.

October 7, 2008

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

Re: Proposal for Polhemus Avenue Storm Drainage Improvement Project

Dear Duncan:

Based on our meeting on August 27, 2008; we are pleased to provide you with this proposal for engineering and survey services for Polhemus Avenue Storm Drainage Improvement Project.

### **Background**

The Town of Atherton commissioned a Townwide Drainage Study in 2000 (Nolte Study). This study identified numerous drainage improvement projects throughout the Town, made general drainage improvement recommendations and assigned a priority to each project.

The Polhemus Avenue project was determined to be a high priority project by the Public Works Department. The Nolte Study recommends installation of a public storm drain in Polhemus Avenue and Polhemus Court and discharging to the existing ditch. This proposal is for the preparation of preliminary design and construction documents for the storm drain improvements in Polhemus Court only (approximately 300 lf).

As residences redevelop and incorporate stormwater treatment measures into their site design, public storm drain infrastructure must be provided for points of connection. Several properties in the project area have stormwater detention facilities that pump to the public streets. This project will provide the storm drain system for these systems and future systems to connect to. In addition, flooding areas will be addressed as part of this project.

The preliminary design phase will include Wilsey Ham's review of existing conditions, solicitation of input from local residents, assessment of the improvements recommended in the Nolte Study, and preliminary design of storm drain improvements. Preliminary designs will utilize the County record topographic data. Designs will take into consideration the Town's Drainage Criteria as established during the Fletcher/Ridgeview Drive Project. Rough order of magnitude cost estimates will be prepared at this time.

Wilsey Ham will meet with the Town to review preliminary designs and define the project scope to be carried through forward to preparation of construction documents.

October 7, 2008

Duncan Jones

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In light of the foregoing, Wilsey Ham proposes the following scope of work to prepare the construction improvement plans and bid package for the Polhemus Avenue Storm Drainage Improvement Project.

## **Scope of Services**

### **Task 1 – Preliminary Design**

In light of the fact that the project will go directly into CD level design, the preliminary design phase will be abbreviated. The following tasks will be included:

- Site visit to review existing conditions, confirm drainage boundaries and evaluate flow paths.
- Prepare for and attend neighborhood meeting with the Public Works Director.
- As a result of the neighborhood meeting, the project engineer will meet onsite with residents, as requested.
- Prepare preliminary design concepts. Conceptual designs will be hand drawn sketches on 11x17 sheets using the County topo as a background.
- Prepare rough order of magnitude construction cost estimate.
- Meet with Public Works Director and review design concepts. Define project scope for next phase of design.

### **Task 2 – Underground Utility Detection and Supplemental Topographic Survey**

The utility locator service will field mark existing utilities prior to the topographic survey. Once existing utilities have been marked, a supplemental topographic survey will be performed to pick up the additional detail needed to prepare the improvement plans. This will include information within the public right-of-way and in areas on private property where improvements will be located such as:

- Edge of pavement and curbs,
- Horizontal location of utility markings,
- Surface evidence of utilities,
- Inverts of existing gravity facilities,
- Conform grades, swales.

One day of field survey has been budgeted for this task.

**Deliverables:** Preparation of/update of project topographic base map.

### **Task 2 – 65% Construction Documents**

The construction documents will be developed to approximately 65% complete stage and then submitted to the Town for review and comment. The following tasks will be included:

- Prepare hydrology study for project catchment area.
- Prepare Drainage Area Map.

October 7, 2008

Duncan Jones

Page 3

- Design stormwater storage facility using Pondpack.
- Prepare storm drain plan and profiles.
- Prepare detail sheets.
- Prepare preliminary construction specifications.
- Update Engineer's Estimate.
- Meetings and coordination. (1 meeting assumed)

**Deliverables:** Two sets of 24" x 36" design plans developed to the 65% complete stage, preliminary construction specifications and updated construction cost estimate.

### **Task 3 – 95%, 100%, Final Construction Documents, Bid Package Preparation**

After receipt of the 65% review comments from the Town of Atherton, the construction documents will be developed to the 95% complete stage and submitted for the Town's review. Revisions will be incorporated into the 95% package based on the Town's review comments. The technical specifications will be fully developed and the full bid package will be prepared using the Town's General Conditions, bid schedule and other standard documents. The construction details will be fully developed and the engineer's estimate will be revised as necessary. The 95% complete plans will be submitted to the Town for their review and comment. After receipt of the Town's comments from the review of the 95% complete package, Wilsey Ham will incorporate the Town's comments, finalize the plans, specifications and engineer's estimate to the 100% level and submit for the Town's review. Any comments from this review will be incorporated into the final package and the full bid package will be stamped, signed and submitted for the Town's use in bidding the project. Development of the 95%, 100% and final construction document and bid package preparation will include the following tasks:

- Incorporate the Town's 65% review comments.
- Develop the plan and profile sheets to the 95% level.
- Develop the detail sheets to the 95% level.
- Develop the construction specifications to the 95% level and prepare the full bid package.
- Develop the Engineer's Estimate to the 95% level.
- Perform quality control check and submit package to Town.
- Make revisions to address the Town's 95% review comments. Submit 100% drawings and documents for review and final approval.
- Make final revisions and submit reproducible documents for bidding.
- One meeting with the Town and/or residents is budgeted.

**Deliverables:** Two sets of 24" x 36" plans, specifications and estimates (PS&E) developed to the 95% complete stage. Two sets of PS&E developed to the 100% complete stage. One set of final bid documents.

October 7, 2008

Duncan Jones

Page 4

### **Assumptions and Exclusions**

The following assumptions and exclusions were made in the preparation of this proposal:

1. It is assumed that all storm drains will be gravity mains in roadways, and therefore no pump stations or force mains are included in this proposal.
2. Preparation of easements is not anticipated and therefore has not been included in this proposal.
3. Property lines will be shown per record maps. No property surveys will be performed as part of this work.
4. Potholing of utilities has not been included in this proposal.
5. All permit costs and agency/utility fees will be paid by others.
6. It is assumed that no geotechnical investigation or recommendations will be required for this project.
7. No formal survey monuments will be set as part of the proposed work.
8. Bidding and construction services have not been included in this proposal.

### **Fee and Schedule**

Wilsey Ham's Total Not-To-Exceed Fee for the tasks described above is \$41,771. Billings will be monthly based and will be charged on a time and materials basis to the maximum shown above, in accordance with the attached Charge Rate Fee Schedule.

### **Authorization**

You may authorize Wilsey Ham to proceed in accordance with this proposal and the Town of Atherton's Contract Provisions upon execution of a contract.

October 7, 2008  
Duncan Jones  
Page 5

We appreciate the opportunity to participate on your project.

Very truly yours,

WILSEY HAM  
A California Corporation

Amy Dunning, P.E.  
Project Manager  
RCE #69,658

Accepted: Duncan Jones  
Public Works Director/City Engineer

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Jeff Peterson  
Principal  
RCE #41,385

Attached: Standard Contract Provisions  
Fee Estimate

Town of Atherton  
 Polhemus Avenue Storm Drain Improvement Project  
 Fee Estimate  
 October 7, 2008

Description/Task	SUPERVISING ENGINEER		SENIOR ENGINEER		ASSOCIATE ENGINEER		ASSISTANT ENGINEER		DESIGNER TECHNICIAN II		WORD PROCESS ADMIN SUPPORT		2 PERSON SURVEY CREW		Sub Consultants	REIM-BURSABLE EXPENSES	TOTAL WH LABOR \$	TOTAL ALL \$	TOTAL WH LABOR HOURS
	\$190	HRS	\$150	HRS	\$136	HRS	\$109	HRS	\$112	HRS	\$60	HRS	\$225	HRS					
<b>1 Preliminary Design</b>																			
1. Site visit.			300	2	136	1										100	436	536	3
2. Collect record data and add to base maps.			600	4					448	4							1,048	1,048	8
3. Prepare for and attend neighborhood mtg.	570	3			544	4											1,114	1,114	7
4. Meet with residents at project site.			900	6												100	900	1,000	6
5. Prepare preliminary design concepts.			1,200	8	544	4			672	6						200	2,416	2,616	18
6. Prepare ROM cost estimate.			600	4	136	1											736	736	5
7. Meet with Town and review design concepts.			450	3	408	3										100	858	958	6
Subtotal	570	3	4,050	27	1,768	13			1,120	10						500	7,508	8,008	53
<b>2 UG Util Detec/Supp Topo Survey</b>																			
1. Setup project control.	190	1	150	1					112	1			1,350	6			1,802	1,802	9
2. Supplmntl Surveys/Base Mapping/Ug ED	380	2	300	2					896	8			1,800	8	1,459	250	3,376	5,085	20
Subtotal	570	3	450	3					1,008	9			3,150	14	1,459	250	5,178	6,887	29
<b>3 65% Complete Plan Prep</b>																			
1. Prepare hydrology study.			600	4	136	1											736	736	5
2. Prepare Drainage Area Map.			600	4					672	6							1,272	1,272	10
3. Design stormwater storage.	190	1	1,200	8	272	2											1,662	1,662	11
4. Prep sd plan and profile views.			1,500	10	136	1			896	8							2,532	2,532	19
5. Prep prelim detail sheets.			1,200	8	272	2			896	8							2,368	2,368	18
6. Prep prelim specifications.			1,800	12	272	2											2,072	2,072	14
7. Update constr cost estimate.			300	2	136	1											436	436	3
8. Meetings and coordination.			450	3	408	3										250	858	1,108	6
Subtotal	190	1	7,650	51	1,632	12			2,464	22						250	11,936	12,186	86
<b>4 95% &amp; Final Design+Bid Pkg Prep</b>																			
1. Incorp Town 65% comments			600	4	272	2			448	4							1,320	1,320	10
2. Devel plan & profile sheets- 95%	190	1	1,200	8					896	8							2,286	2,286	17
3. Develop detail sheets to 95%			600	4					448	4							1,048	1,048	8
4. Devel specs-95% + full bid pkg.			1,200	8	544	4			896	8							2,640	2,640	20
5. Devel construction estim to 95%			300	2	136	1											436	436	3
6. Qual Contr Chck-submit to Tw	570	3	600	4	544	4			448	4							2,162	2,162	15
7. Devel 100% pkg and submit.			900	6	272	2			448	4						500	1,620	2,120	12
8. Final revs per comments-submit			600	4	272	2			448	4						500	1,320	1,820	10
9. Meetings			450	3	408	3											858	858	6
Subtotal	760	4	6,450	43	2,448	18			4,032	36						1,000	13,690	14,690	101
<b>GRAND TOTAL</b>	<b>2,090</b>	<b>11</b>	<b>18,600</b>	<b>124</b>	<b>5,848</b>	<b>43</b>			<b>8,624</b>	<b>77</b>			<b>3,150</b>	<b>14</b>	<b>1,459</b>	<b>2,000</b>	<b>38,312</b>	<b>41,771</b>	<b>269</b>

- Notes:**
- The amounts may vary between tasks and individuals but the Grand Total amount will not be exceeded without approval of the Client.
  - Total All includes subconsultants and reimbursable costs
  - Hourly rates effective through December 31, 2008 and subject to revision annually thereafter.
  - All positions may not be shown. If a position is not shown the Charge Rate Fee Schedule will govern



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**DATE: FOR THE CITY COUNCIL MEETING OF OCTOBER 15, 2008**

**SUBJECT: AGREEMENT FOR HOURLY SERVICES**

#### **RECOMMENDATION:**

Review proposal for services attached and take actions deemed appropriate.

#### **BACKGROUND:**

The existing contract between the Town and Atkinson-Farasyn, LLP (Marc G. Hynes) will end on Friday, October 17, 2008.

A continuation of services based on an hourly rate of \$275.00 per hour for Atkinson-Farasyn, LLP and Marc G. Hynes to serve as City Attorney is attached to this report.

The City Council has the opportunity to have the proposed agreement reviewed by a separate attorney of their choosing. This has previously been brought to the attention of the City Manager by letter dated October 3, 2008.

#### **FISCAL IMPACT:**

Dependent upon the number of hours of services required at the stated rate.

Prepared By:

Approved By:

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

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

Attachment

**ATKINSON • FARASYN, LLP**

ATTORNEYS AT LAW

REPLY TO:  
MARC G. HYNES

660 WEST DANA STREET  
P.O. BOX 279  
MOUNTAIN VIEW, CALIFORNIA 94042  
TELEPHONE (650) 967-6941  
FACSIMILE (650) 967-1395

J.M. ATKINSON (1892-1982)  
L.M. FARASYN (1915-1979)

October 3, 2008

Jerome Gruber, City Manager  
Town of Atherton  
91 Ashfield Road  
Atherton, CA94027

Re: Hourly Service Agreement

Dear Jerry:

I have previously supplied a proposed contract to the Mayor with a copy to you regarding my services, at an hourly rate, following the termination of my agreement with the Town on October 17, 2008.

I point out to you that the Town has a right to have my proposed agreement reviewed by independent counsel of the Town's choosing.

As you have requested, I have prepared a staff report regarding the proposed agreement which is submitted for inclusion on the regular City Council agenda for October 15, 2008.

Very truly yours,

MARC G. HYNES

MGH:cwb  
Enclosure

## AGREEMENT

This Agreement is made between the TOWN OF ATHERTON (hereafter "client") and MARC G. HYNES of ATKINSON-FARASYN, L.L.P. (hereafter "attorney") and sets forth the terms under which the attorney will represent the client in the client's legal matter. The legal matter shall consist of representation of client in connection with performing the following services at an hourly rate of \$275.00 per hour:

1. Representation of and advice to the Council, Town Boards and Commissions, and all Town officials in legal matters of municipal government.

This includes

- a. Attendance at all City Council meetings unless excused by the Mayor or Council;
- b. Attendance at all regular Planning Commission meetings;
- c. Consultation with the City Manager and department heads or authorized representatives;
- d. Telephone and correspondence with members of the public and press;
- e. Preparation and review of all proposed ordinances, resolutions, contracts and other documents pertaining to the Town's business;
- f. Code enforcement;
- g. Litigation on behalf of the Town as plaintiff or defendant except for personnel matters and workers' compensation, in which case the City Council shall retain outside counsel to represent the Town, and further excepting matters covered by insurance or liability pool agreements.

"Litigation" includes court or administrative proceedings of every type or nature, and includes client conferences, file and report review, interviews, legal research, site visits and discussions with witnesses and experts prior to formal commencement of proceedings.

Attorney shall be compensated at the stated hourly rate, plus actual expenses for filing fees, process service, transcripts, copying, expert consultants and facsimile transmission charges.

2. The client is responsible for paying the fees and costs incurred under this Agreement.

3. The hourly rate is \$ 275.00.

4. The sums to be charged for services under this Agreement are based upon the amount of time actually worked by the attorney on the matter. Time will be charged in increments of 1/10 (.1) of an hour.

5. The attorney cannot guarantee a particular result or outcome and the fee to be charged does not depend on the result obtained. The client specifically acknowledges that no promises have been made by the attorney as to what result can or will be achieved for the client.

6. Billable time includes reviewing materials, drafting letters and pleadings, telephone calls, consultations, travel, attendance at court and at depositions, waiting for the case to be called at court and any other time required to represent the client in the matters described in paragraph 1 above.

7. Costs include filing fees, process server fees, appraisal fees, investigation fees, deposition fees, express mail and other delivery charges, transcripts, FAX charges, toll and long distance telephone calls, photocopies at 15 cents per page when in excess of 20 pages per month, and any other direct costs.

8. Statements are rendered monthly and are due and payable within 30 days of the statement date; any amounts not paid within 30 days of the statement date accrue interest at ten percent (10%) per annum from the statement date until paid. The attorney shall have the right to discontinue rendering services to the client for nonpayment of fees.

9. Client further agrees to pay Attorney an hourly rate of Two Hundred Seventy-Five Dollars (\$275.00) per hour for professional services. THIS IS AN HOURLY FEE, NOT A FLAT FEE.

The client further agrees that if the attorney is required to participate in any arbitration or any other legal proceeding to establish or collect the fees and costs due under this Agreement, the client will pay the reasonable attorney's fees and costs incurred by the attorney in connection with such proceeding.

This Agreement is entered into in the Town of Atherton, San Mateo County, California; the parties agree that any legal proceeding of any kind concerning this

Agreement, the services performed hereunder, and/or the fees and costs due hereunder, whether in court or in arbitration, shall be brought in San Mateo County.

IN WITNESS WHEREOF, the client and the attorney have executed this Agreement on October \_\_\_\_\_, 2008, at Atherton, California.

**Client:**

**Attorney:**

TOWN OF ATHERTON

ATKINSON-FARASYN, LLP

By: \_\_\_\_\_  
Mayor James R. Janz

By: \_\_\_\_\_  
Marc G. Hynes



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

**FROM: JERRY GRUBER CITY MANAGER**

**DATE: FOR THE MEETING OF OCTOBER 15, 2008**

**SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE TOWN OF ATHERTON  
AND MANAGEMENT PARTNERS INCORPORATED FOR  
SELECTING A CITY ATTORNEY**

#### **RECOMMENDATION:**

City Council to consider approval between the Town of Atherton and Management Partners incorporated for selecting a City Attorney for \$16,900.

#### **INTRODUCTION:**

The City Council instructed Jan Perkins from Management Partners Incorporated to prepare a proposal for selecting a City Attorney for the Town of Atherton. Attached to the staff report is a proposal and a timeline from Management Partners Incorporated for Council consideration.

#### **ANALYSIS:**

The proposal is outlined in five parts:

- Activity 1** – Set the foundation for the process
- Activity 2** – Prepare requests for qualifications
- Activity 3** – Develop evaluation and selection process
- Activity 4** – Distribute request for qualifications
- Activity 5** – Coordinate interview and selection process

A task and timeline for selecting a City Attorney for the Town of Atherton is included as part of the staff report.

**FISCAL IMPACT:**

Jan Perkins, Partner is currently working on the selection process and is charging the Town of Atherton \$225 per hour. If this proposal is approved, her hourly rate for work completed will be deducted from the cost of the proposal. Management Partners Incorporated will complete the plan of work for a fixed fee of \$16,900 which includes all expenses. This amount was not included within the Fiscal Year 08/09 budget and will have to be allocated as part of the midyear budget adjustment.

Attachments:



# **MANAGEMENT PARTNERS**

INCORPORATED

September 25, 2008

The Honorable James R. Janz  
Mayor  
Town of Atherton  
91 Ashfield Road  
Atherton, CA 94027

Dear Mayor Janz:

Thank you for the opportunity to submit a proposal to assist the Town of Atherton with the process of selecting a City Attorney. The attorney is appointed by the City Council and fulfills a critical role for the Town, City Council and staff. Therefore, selecting the right person for the job requires a thoughtful and thorough process. Management Partners has the skills and abilities to assist the Council in selecting a City Attorney and we would be pleased to do so.

First, we'd like to tell you about our firm. Management Partners is a professional management consulting firm specializing in helping local government leaders. We are comprised of former city and county managers and other professionals providing expertise in specialty areas such as public works, public safety, finance, development, and human resources. Our consultants carry out a full range of projects for local government leaders, including strategic planning and goal setting, teambuilding, organization reviews, feasibility studies, performance evaluations, project management, executive coaching, performance management, and development process reviews. We have a track record of quality service to numerous local governments throughout the United States. Each assignment we undertake receives careful, professional attention, and we take pride in the quality of our work.

## **Our Approach**

The process we have outlined below has five major activities. The following describes the plan of work anticipated for this engagement.

### **Activity 1 – Set the Foundation for the Process**

At the outset of the project, Management Partners will discuss the overall approach with representatives designated by the Council to guide this process. We will establish a project plan and schedule based on the City's objectives for the process. In our initial discussions, we will ascertain who from the City will be reviewing and approving items prepared by Management Partners and learn the preferred methods of communicating with Council about the process.

### **Activity 2 – Prepare Request for Qualifications**

During this activity, we will create a description of the responsibilities of the City Attorney and the City's expectations for the person serving in that role (and the law firm that engages the attorney). Do to so, we will gather information about responsibilities and City expectations by conducting telephone interviews with members of the Council and seeking input from the City

Manager and key managers. We will also gather information about city attorney position descriptions from other sources such as the League of California Cities.

We will prepare a request for qualifications (RFQ) for distribution to municipal law firms in California. The RFQ will include items such as information about the Town of Atherton (e.g., services provided, population, budget, employees, square miles, etc.), responsibilities of the City Attorney and the City Council's expectations, a list of information that must be submitted by interested firms (e.g., understanding of responsibilities, resume of designated City Attorney, description of firm's expertise, current municipal clients, fees, copy of typical contract with other cities, case management processes), required submittal format and deadline, a description of the selection process and interview date for finalists.

### **Activity 3 – Develop Evaluation and Selection Process**

Management Partners will propose an evaluation process and suggest criteria for evaluating RFQ responses. We will review the process and criteria with the City's designated representatives and finalize it based on their input. We will coordinate with City staff to schedule key dates well in advance so the process can proceed in a timely manner.

### **Activity 4 – Distribute Request for Qualifications and Review Submittals**

During Activity 4, we will identify municipal law firms and send them the RFQ. We will also advise the City about placing an announcement in one or more relevant publications so that any firm with an interest will have an opportunity to submit a response to the RFQ. After the deadline for submittals, we will prepare a summary of the responses and distribute them and our summary to the City's reviewers.

### **Activity 5 – Coordinate Interview and Selection Process**

Management Partners will manage the evaluation process, including coordinating discussions with City reviewers to determine the finalists to be interviewed, creating interview questions, scheduling interviews with the finalists, and notifying firms of the results of the process. We will conduct reference checks for the City, and will advise about other types of background checks to be performed. We will also suggest a process for the Council to use in negotiating a contract with the selected firm.

## **Project Hours and Cost**

Management Partners estimates 93 hours will be required for the project. We will complete the plan of work described above for a fixed fee of \$16,900, which includes our expenses.

## **Project Team**

Jan Perkins will manage this project, and will be assisted by Fay Dupuis and Emily Baker. Brief qualifications for each team member are provided below.

**Jan Perkins**, Partner, has 30 years of management experience in local government. Before joining Management Partners she served in several California jurisdictions, including as city manager in Fremont and Morgan Hill. She also served the cities of Santa Ana, California; Grand Rapids, Michigan; and Adrian, Michigan. She provides assistance to government leaders in leadership development, facilitation, coaching, strategic planning, visioning and goal setting,



community engagement, teambuilding, organizational analysis, policy board/staff effectiveness, and executive performance evaluation. Jan has authored a number of articles, including "Successful Leadership," which appeared in the March 2005 issue of *Public Management Magazine*, and "The Value of Going Back to the Basics," co-authored with former Fremont Mayor Gus Morrison which appeared in the June 2005 issue of *Western City Magazine*. Jan is an ICMA Credentialed Manager. Among her clients are the cities of Santa Ana, Cypress, La Palma, Huntington Beach, Long Beach, Orange, Santa Cruz, San Jose, Sunnyvale, Novato, Livermore, Garden Grove, Stanton, Gilroy, Rancho Cordova, Vista, and Modesto, the counties of Orange and San Mateo, Orange County Cemetery District, Contra Costa Transportation Authority, and the Alameda County Congestion Management Agency.

**Fay Dupuis**, Special Advisor, served as city solicitor of Cincinnati, Ohio, for 12 years and has more than three decades of experience overall in municipal law. As chief legal officer, she provided legislative service to the city council, legal representation of the city in all civil and criminal justice proceedings, served as general counsel to all departments, and was responsible for the administration of the law department. She has practiced municipal law for 34 years, with extensive experience in supervision of attorneys in local government. She has served as president of the Ohio Municipal Attorneys Association and as a director of the International Municipal Lawyers Association. Fay has assisted the firm in conducting organizational analyses and performance reviews of city attorney offices and municipal court functions in Reno, Nevada; Lenexa and Topeka, Kansas.

**Emily Baker**, Senior Management Advisor, is an experienced technical analyst and writer who has worked in the public, private and non-profit sectors. She is skilled in all types of comparative research, benchmarking, database development and performance measurement. Since joining Management Partners in 2005, Emily has assisted with a number of projects, including organization reviews for the cities of Santa Clara, San Bernardino and Modesto, California; as well as Salt Lake County, Utah. She has worked on development review improvement projects for the cities of Bothell, SeaTac and Sammamish, Washington; and Surprise, Arizona. Emily has administered numerous online and written surveys on topics like employee effectiveness and customer satisfaction. She also has assisted in Management Partners' executive search efforts. As a focus group facilitator, Emily has worked with an array of public employees to gather opinions about their jobs and processes.

We look forward to working with the Town of Atherton. Please feel free to contact either Jan Perkins (949-202-8870) or me if you have any questions.

Sincerely,



Andrew S. Belknap  
Regional Vice President

Accepted for the Town of Atherton by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





# MANAGEMENT PARTNERS

INCORPORATED

To: Mayor and City Council  
City Manager  
Town of Atherton

From: Jan Perkins, Management Partners

Subject: Outline of City Attorney Selection Process

Date: September 19, 2008

This memorandum outlines a process for selecting a City Attorney for the Town of Atherton. Each step in the process requires careful attention to ensure that the final outcome will meet the City's long-term interests.

Task	Timeline
1. Prepare description of responsibilities and expectations <ul style="list-style-type: none"><li>Gather input from City Council, City Manager, department heads</li><li>Gather information from other sources (such as the League of California Cities, other city attorneys)</li></ul>	Sept 29 – Oct 17
2. Create request for qualifications (RFQ) containing the following items: <ul style="list-style-type: none"><li>Information on the Town of Atherton (e.g., services provided, population, budget, employees, square miles)</li><li>City Attorney responsibilities and expectations</li><li>Required information from interested firms (e.g., understanding of City Attorney responsibilities; resume of designated City Attorney, description of firm's expertise, current municipal clients; fees, copy of typical contract with other cities, case management processes)</li><li>Required submittal format and deadline</li><li>Selection process and interview date for finalists</li><li>Other items</li></ul>	Sept 29 – Oct 24
3. Create list of firms to be sent the RFQ; notice to firms alerting them to upcoming RFQ process	Sept 29 – Oct 10

4. Review evaluation process with designated City representative(s) to ensure it meets the City's objectives (e.g., proposal screening subcommittee, types of reference and background checks to be conducted, interview panels, interview schedule)	Sept 29 – Oct 24
5. Send RFQ to firms; place notice in legal publication for attention by firms not on the list	Oct 27
6. Close RFQ process	Dec 2
7. Compile responses and distribute to reviewers	Dec 3 – 5
8. Review responses and determine finalists to interview	Dec 8 – 19
9. Notify finalists selected for interviews	Dec 22
Holiday Period	Dec 23 – Jan 2
10. Conduct interviews; select finalist firm with whom to negotiate contract	Jan 5 - 16
11. Negotiate contract	Jan 19 - 30
12. Approve contract at Council meeting	February

Management Partners will provide a separate letter proposal for managing this process. Please let me know if you have any questions.

Jan Perkins, Partner  
Management Partners  
jperkins@managementpartners.com  
949-202-8870





## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

**FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF JUNE 18, 2008**

**SUBJECT: ADOPT A RESOLUTION APPROVING A NO LEFT TURN  
FROM 4-6 PM MON-FRI ON WESTBOUND WATKINS  
AVENUE AT EL CAMINO REAL AND A NO PARKING  
ANY TIME ZONE ON THE EL CAMINO REAL  
FRONTAGE OF 1906 EL CAMINO REAL**

#### **RECOMMENDATION:**

Adopt a resolution approving a “No Left Turn from 4 to 6 PM Mon-Fri” on westbound Watkins Avenue at El Camino Real and a “No Parking Any Time” zone on the El Camino Real frontage of 1906 El Camino Real.

#### **INTRODUCTION:**

The Acorn Restaurant site at 1906 El Camino Real is being redeveloped into a medical/dental office building. The property is located in Menlo Park. Menlo Park required the developer to conduct a traffic study to mitigate traffic impacts from the development.

The traffic study was prepared by DKS Associates. The study showed that the project would have an impact to the level of service, due to increased delay, at the Watkins Avenue intersection with El Camino Real. The report studied six improvement alternatives:

1. Restricted PM Peak Period Left Turns from Watkins Avenue

This alternative reduces delay by eliminating the queue on Watkins Avenue, with all traffic turning right onto El Camino Real, and u-turning at one of many intersections to the north to go southbound.

2. Signalization of the Watkins Avenue intersection with El Camino Real

This alternative would provide the best level of service. It would require Caltrans approval and coordination with the adjacent Encinal Avenue signal.

3. Median Refuge Improvements to allow traffic to make left turns in two steps

The alternative studied was a bi-directional turn lane. This would probably not be approved by Caltrans because it would permit unrestricted left turns into the property. The better alternative would widen the median by shifting through lanes, and provide a raised median on both sides of the refuge area and an acceleration lane.

Delay is reduced because drivers can cross the northbound lanes into the median without waiting for the southbound lanes to be clear, and stop until they find a space in southbound traffic to merge into. This can be done now, but the median is so narrow most drivers are afraid to make the movement for fear they will be hit by a southbound vehicle.

4. Watkins driveway: inbound only with right-in/right-out access on El Camino Real

This alternative did not improve delay because vehicles exiting the site northbound increased the traffic in the intersection, making it more difficult for other drivers to make the left turns.

5. Reduce El Camino Real to two through lanes with a right turn only lane

This alternative extended the two-lane northbound through the Watkins Avenue intersection. This eliminated the safety concern of through motorists conflicting with motorists turning right. It reduces the distance to be crossed by the left turns, but still has the same traffic volumes resulting in increased delay. This would also not be approved by Caltrans because of a recent policy decision that no through lanes would be removed to provide for turn lanes on SR 82 El Camino Real.

6. Watkins Driveway: outbound only with inbound only from El Camino Real

This alternative sends the traffic into Atherton instead of to the Watkins/El Camino intersection. Traffic seeking to go to El Camino Real will use other streets, including Station Lane, Maple Avenue, Walnut Avenue, Ashfield Road or Fair Oaks Lane. Traffic may choose to u-turn in a driveway, or disobey the restriction and turn left anyway.

Only alternatives 1-3 and 6 were sufficient to mitigate the traffic impacts, but only alternatives 1 and 2 reduce delay to an acceptable level.

The plan was approved by Menlo Park with the following relevant conditions:

- 8a. That applicant apply to the Town of Atherton for approval of "No Parking" on El Camino Real and Watkins Avenue.
- 8n. That traffic exit the site onto Watkins Avenue with a "Right Turn Only" restriction, i.e., heading east on Watkins only. This was alternative 6 in the study, and did not reduce delay to an acceptable level. The applicant could change this condition if mitigation alternatives 1, 2, or 3 were implemented in its place.

8p That the applicant work with the Town of Atherton and Caltrans to implement alternatives 1, 2, or 3 and deposit \$100,000 in escrow with the City of Menlo Park, to be used to pay for the completion of the condition.

The developer applied to the Town for “No Parking” on El Camino Real and Watkins Avenue, and to be allowed to implement improvement alternative 1, the “No Left Turn from 4 to 6 PM” restriction.

### **ANALYSIS:**

A survey was conducted of residents on streets potentially affected by the alternatives. The survey contained alternatives 1-3 and 6, asking for respondents to prioritize their preference of alternative. It was assumed that if an alternative was not prioritized, that the respondent did not want that alternative. Of those who responded to the survey, the larger majority did not favor alternative 6, the “Right Turn Only”(11 to 23); next was alternative 1, the “No Left Turn from 4-6 PM” restriction (16 to 18); followed by alternative 2, the traffic signal (18 to 16); and finally alternative 3, the increased median (24 to 10).

While alternative 3 is the favorite of the residents, it does not improve the delay even as much as alternative 1, and has a significantly higher cost than alternative 1. Alternative 2 does improve the delay, but at an even higher cost, and would result in significant traffic increase on Watkins Avenue in the morning commute from cut-through traffic from Marsh Road (although it may help with the traffic congestion on Middlefield Road). Both alternatives 2 and 3 would have substantial cost to the Town of Atherton, because the developer can only be charged for the development’s contribution to the traffic delay. There is already delay at the intersection.

Staff considers alternative 1, the “No Left Turn from 4 to 6 PM” as being a workable and low cost solution to a short term (less than 2 hours daily) problem. The survey of residents was essentially split. Staff recommends that the restriction be only Monday through Friday. The cost is indicated to also require enforcement. This would be the case for alternative 6 as well. However, drivers would be much less likely to violate a “No Left” restriction onto a very visible State Highway (with other drivers honking behind) where there is a viable alternative (right and u-turn) than to violate a restriction at a property driveway (where they may be the only vehicle) onto a residential street. The “No Left” sign will be relatively self enforcing, sufficient to reduce delay, and will be relatively easy to enforce if there is a violation problem in the future, as compared to enforcing a sign on a driveway (in Menlo Park).

### **ALTERNATIVES:**

1. Approve the request to add a “No Left Turn from 4-6 PM Mon-Fri” restriction on westbound Watkins Avenue at El Camino Real.
2. Approve the Menlo Park condition of “Right Turn Only” from the project to Watkins Avenue
3. Approve increasing the El Camino Real median width, including a raised median separator
4. Approve installation of a traffic signal at the intersection of El Camino Real and Watkins Avenue

In addition, “No Parking” on the property’s El Camino Real frontage is recommended to improve sight distance for vehicles entering El Camino Real from Watkins Avenue.

The matter was considered by the Transportation Committee at their September 2008 meeting and Alternative 1 and the “No Parking” zone were recommended for approval by the City Council.

**FISCAL IMPACT:**

There will be no fiscal impact to the Town of Atherton. The cost for the recommended alternative, a left turn restriction, and the “No Parking” zone is estimated at \$1,000. The developer would pay the entire cost of the installation. The developer would also bear all costs to revise their site plan to allow left turns from the site to Watkins Avenue.

Prepared By:

Approved by:

---

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

---

Jerry Gruber  
City Manager

Attachment:   Resolution  
                  Menlo Park Condition  
                  Traffic Study  
                  Survey Results

**RESOLUTION 08-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
GOVERNING TRAFFIC AND PARKING PURSUANT TO ATHERTON MUNICIPAL  
CODE, SECTION 10.04.010**

**WHEREAS**, in the Atherton Municipal Code, Section 10.04.010, the City Council of the Town of Atherton was given authority to adopt by resolution such rules and regulations as it finds necessary for the governing of traffic and parking on various streets and highways within and under the jurisdiction of said Town; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the Town of Atherton, California does hereby order, authorize and adopt the following regulations governing traffic and parking:

Establishment of a “NO LEFT TURN FROM 4 TO 6 PM MONDAY THROUGH FRIDAY” on westbound Watkins Avenue at the intersection with El Camino Real.

Establishment of a “NO PARKING ANY TIME” zone, on the east side of El Camino Real for that portion extending south from the intersection of Watkins Avenue across the frontage of 1906 El Camino Real.

**IT IS FURTHER ORDERED AND DIRECTED**, that pursuant to the provisions of the Vehicle Code of the State of California, proper signs shall be erected as hereinabove provided before these regulations shall be effective.

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 15<sup>th</sup> day of October, 2008 by the following vote:*

<i>AYES:</i>	<i>COUNCIL MEMBERS:</i>
<i>NOES:</i>	<i>COUNCIL MEMBERS:</i>
<i>ABSENT:</i>	<i>COUNCIL MEMBERS:</i>
<i>ABSTAIN:</i>	<i>COUNCIL MEMBERS:</i>

ATTEST:

\_\_\_\_\_  
James R. Janz, MAYOR  
TOWN OF ATHERTON

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

APPROVED AS TO FORM:

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







April 14, 2008

Duncan Jones  
Town of Atherton

Re: 1906 El Camino Real

Dear Mr. Jones,

Per your request, I have attached a set of conditions of approval from the City of Menlo Park for a new office building to be constructed at 1906 El Camino Real, Menlo Park. As we discussed, there are a few conditions that relate directly to the Town of Atherton – conditions #8a, b, c, n, and p. In compliance with those conditions, the applicant has submitted a letter requesting the Town to consider placing a no-left-turn sign at the corner of Watkins and El Camino Real. Additionally, we have submitted a grading and drainage application along with improvement plans and a hydrology report.

In response to conditions #8n, and p, the applicant has elected to pursue a new traffic control sign at the corner of Watkins and El Camino Real that would prohibit left turns from Watkins south onto El Camino during the P.M. peak period only. We have also asked the town to confirm the preexisting parking restrictions along the site's frontage of Watkins and El Camino Real.

As we discussed, the project has been approved and can be constructed as designed with a right turn only from the Watkins driveway. It is at the applicant's discretion that we are asking the Town for the no-left-turn sign. If the sign is approved by the Town, we would modify our driveway to allow both left and right turns from the Watkins driveway. We look forward to further processing of our request for the no-left sign. Please let me know if I can help move that process along.

In addition, the applicant has submitted a grading and drainage application including improvement plans and a hydrology report in compliance with conditions #8a, b, and c. Please review the plans and approve the storm drainage system, El Camino Real frontage improvements, and the proposed turning radius for the Watkins/El Camino corner. A copy of the Caltrans response to our encroachment permit application is attached. Also, please verify the number of Town encroachments permits required for the proposed improvements.

Thank you for your consideration. Please let me know if you have any questions or comments about this letter or the information contained in our request for the no-left sign or in the grading and drainage application.

Sincerely,



Joe Colonna for  
1906 ECR, LLC

Cc: Deanna Chow

Attachments

ANDY COHEN  
MAYOR  
  
HEYWARD ROBINSON  
VICE MAYOR  
  
JOHN BOYLE  
COUNCIL MEMBER  
  
RICHARD CLINE  
COUNCIL MEMBER  
  
KELLY FERGUSSON  
COUNCIL MEMBER



701 LAUREL STREET, MENLO PARK, CA 94025-3483  
www.menlopark.org

January 11, 2008

Joe Colonna  
1908 Deodara Drive  
Los Altos, CA 94024

**RE: 1906 El Camino Real, Menlo Park - Medical/Dental Office Building**

Dear Mr. Colonna:

This letter serves to inform you of the decision of the City Council on January 8, 2008 to deny the appeal and approve the Mitigated Negative Declaration, and your request for a use permit, architectural control, tentative parcel map and heritage tree removal permit subject to the findings and conditions in the attached document.

A formal copy of the recorded action and condition is enclosed. Please be aware that specific conditions attached to your approval must be met before a building permit can be issued. Some of your conditions require approval from other jurisdictions, which could affect the timing of permit issuance. It is important to review all the conditions carefully for the timing and necessary items required to meet each of the conditions. Please note that you are required to apply for a building permit within one year from the date of approval for the use permit to remain in effect.

If you have any questions regarding the action taken, please call me at (650) 330-6733.

Sincerely,

Deanna Chow  
Senior Planner

Attachment: Action and Conditions

cc:  
1906 ECR, LLC. 1906 El Camino Real Menlo Park, CA 94025  
Bob Peterson 975 High Street Palo Alto, CA 94301

**Building**  
TEL 650.330.6704  
FAX 650.327.5403  
  
**City Clerk**  
TEL 650.330.6620  
FAX 650.328.7935  
  
**City Council**  
TEL 650.330.6630  
FAX 650.328.7935  
  
**City Manager's Office**  
TEL 650.330.6610  
FAX 650.328.7935  
  
**Community Services**  
TEL 650.330.2200  
FAX 650.324.1721  
  
**Engineering**  
TEL 650.330.6740  
FAX 650.327.5497  
  
**Environmental**  
TEL 650.330.6763  
FAX 650.327.5497  
  
**Finance**  
TEL 650.330.6640  
FAX 650.327.5391  
  
**Housing & Redevelopment**  
TEL 650.330.6706  
FAX 650.327.1759  
  
**Library**  
TEL 650.330.2500  
FAX 650.327.7030  
  
**Maintenance**  
TEL 650.330.6780  
FAX 650.327.1953  
  
**Personnel**  
TEL 650.330.6670  
FAX 650.327.5382  
  
**Planning**  
TEL 650.330.6702  
FAX 650.327.1653  
  
**Police**  
TEL 650.330.6300  
FAX 650.327.4314  
  
**Transportation**  
TEL 650.330.6770  
FAX 650.327.5497

**CITY COUNCIL ACTION**

**APPLICANT:** Joe Colonna

**LOCATION:** 1906 El Camino Real

**REQUEST:** Request for a use permit, architectural control, tentative parcel map, heritage tree removal permit, and environmental review to demolish an existing one-story, 5,750 square-foot commercial building (formerly The Acorn Restaurant) and construct a new two-story, 9,825 square-foot office building for medical/dental office use and the related site improvements at 1906 El Camino Real located in the C-4 (General Commercial applicable to El Camino Real) zoning district. The applicant also requests 49 parking spaces based on the use-based parking guidelines where 59 parking spaces would otherwise be required in the C-4 zoning district. The proposed project would require the following approvals: 1) Use Permit for construction of a new building and the number of parking spaces based on the use-based parking guidelines; 2) Architectural Control for design review of the new building and related site improvements; 3) Tentative Parcel Map for the creation of four medical/office condominium units within the buildings; 4) Heritage Tree Permit for the removal of two heritage trees, and 5) Mitigated Negative Declaration to analyze the potential environmental impacts of the proposed project.

**DECISION ENTITY:** City Council

**MEETING DATE:** January 8, 2008

**VOTE: COMMISSION MEMBERS**

**APPROVED**

**DENIED**

**FOR** Cline, Cohen, Fergusson, Robinson

**AGAINST** Boyle

**ABSTAIN** None

**ABSENT** None

**COUNCIL ACTION**

1. Make the following findings relative to the environmental review of the proposal and adopt the Mitigated Negative Declaration:
  - a. A Mitigated Negative Declaration has been prepared and circulated for public review in accordance with current State CEQA Guidelines;
  - b. The City Council has considered the Mitigated Negative Declaration prepared for the proposal and any comments received during the public review period; and
  - c. Based on the Initial Study prepared for the Mitigated Negative Declaration and any comments received on the document, there is no substantial evidence that the proposed project will have a significant effect on the environment.
2. Make the finding that the mitigation monitoring and reporting requirements found in the Initial Study dated November 14, 2007 have been incorporated into the conditions of approval.
3. Make findings, as per Section 16.82.030 of the Zoning Ordinance pertaining to the granting of use permits, that the proposed use will not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood of such proposed use, and will not be detrimental to property and improvements in the neighborhood or the general welfare of the City.

4. Make the following findings, as per Section 16.68.020 of the Zoning Ordinance, pertaining to architectural control approval:
  - a. The general appearance of the structure is in keeping with the character of the neighborhood.
  - b. The development will not be detrimental to the harmonious and orderly growth of the City.
  - c. The development will not impair the desirability of investment or occupation in the neighborhood.
  - d. The development provides adequate parking as required in all applicable City Ordinances and has made adequate provisions for access to such parking.
5. Make findings that the proposed minor subdivision is technically correct and in compliance with the Subdivision Ordinances and the State Subdivision Map Act.
6. Make findings per Chapter 13.24 of the Municipal Code regarding heritage tree removal.
7. Approve the use permit, architectural control, heritage tree permit, and minor subdivision subject to the following **standard** conditions:
  - a. Development of the project shall be substantially in conformance with the plans prepared by Peterson Architects and BKF Engineers, consisting of 19 plan sheets, dated received December 11, 2007, except as modified by the conditions contained herein subject to review and approval by the Planning Division.
  - b. Prior to building permit issuance, the applicants shall comply with all Sanitary District, Menlo Park Fire Protection District, and utility companies' regulations that are directly applicable to the project.
  - c. Prior to building permit issuance, the applicants shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the project.
  - d. Prior to demolition or building permit issuance, the applicant shall comply with the requirements of Chapter 12.48 (Salvaging and Recycling of Construction and Demolition Debris) of the City of Menlo Park Municipal Code, and is subject to review and approval by the Public Works Department.
  - e. Concurrent with the submittal of a complete demolition permit application, the applicant shall submit a plan for 1) construction safety fences around the periphery of the construction area, 2) protection measures for the pittosporum hedge to remain on the site, 3) dust control, and 4) erosion and sedimentation control. The fences and erosion and sedimentation control measures shall be installed according to the plan prior to commencing demolition. The plans shall be subject to review and approval by the Building and Engineering Divisions prior to issuance of a demolition permit.
  - f. Concurrent with the submittal of a complete building permit application, the applicant shall submit a plan for any new utility installations or upgrades for review and approval of the Planning, Engineering and Building Divisions. All utility equipment that is installed outside of a building and that cannot be placed

underground shall be properly screened by landscaping. The plan shall show exact locations of all meters, back flow prevention devices, transformers, junction boxes, relay boxes, and other equipment boxes.

- g. Concurrent with the submittal of a complete building permit application, the applicant shall submit a Grading and Drainage Plan and Hydrology Report for review and approval of the Engineering Division. The Grading and Drainage Plan shall be prepared based on the City's Grading and Drainage Plan Guidelines and Checklist and the Project Applicant Checklist for the National Pollution Discharge Elimination System (NPDES) Permit Requirements. The Grading and Drainage Plan shall be approved prior to issuance of a building permit.
  - h. Concurrent with the submittal of a complete building permit application, the applicant shall submit a detailed landscape and irrigation plan demonstrating compliance with Chapter 12.44 (Water-Efficient Landscaping) of the City of Menlo Park Municipal Code. This plan shall be subject to review and approval of the Planning Division. The landscaping shall be installed prior to final inspection of the building.
  - i. Prior to the building permit issuance, the applicant shall pay the applicable Building Construction Street Impact Fee.
  - j. Prior to final building inspection, the applicant shall enter into a "Stormwater Treatment Measures and Operation Maintenance (O&M) Agreement" with the City subject to review and approval of the Engineering Division. With the executed agreement, the property owner is responsible for the operation and maintenance of stormwater treatment measures for the project. The agreement shall run with the land and shall be recorded by the applicant with the San Mateo County Recorder's Office.
  - k. Within two years of the date of approval of the tentative map, the applicant shall submit a final map for review and approval of the City Engineer. If the applicant intends to sell the condominium units upon obtaining final building inspection, the applicant shall submit a complete final map application prior to building permit issuance. Concurrent with the submittal of the final map, the applicant shall submit CC & R's (covenants, conditions and restrictions) to the Engineering Division for the approval of the City Engineer and the City Attorney. The final subdivision map and the CC & Rs shall be recorded concurrently.
8. Approve the use permit, architectural control, heritage tree permit, and minor subdivision subject to the following **project-specific** conditions:
- a. Concurrent with the submittal of a complete building permit application, the applicant shall apply for the necessary approvals consistent with the City of Menlo Park approved plans from the Town of Atherton related to the storm drainage system and any frontage improvements, and require no parking in the Watkins Avenue right-of-way and the Caltrans right-of-way along El Camino Real in the Town of Atherton's jurisdiction. The applicant shall pursue no parking with the Town of Atherton along the property frontage along Watkins Avenue and El Camino Real. The applicant is responsible for all conditions imposed by the Town of Atherton. Any modifications to the plans, as required by the Town of Atherton, shall be subject to review and approval of the Transportation and Planning Divisions. The applicant shall submit documentation of necessary approvals from the Town of Atherton to the Building and Engineering Divisions for

review prior to issuance of a building permit.

- b. Prior to building permit issuance, the applicant shall submit improvement plans for new curb, gutter and landscaping along the El Camino Real property frontage to Caltrans. The submittal shall include a complete application for an encroachment permit for work performed within Caltrans' jurisdiction. A complete application includes review and approval by the City of Menlo Park and the Town of Atherton. The applicant shall construct the improvements as applied for prior to final building inspection. If Caltrans approval is not received prior to building permit issuance, the applicant shall provide written acknowledgement that construction of the building is proceeding at the applicant's own risk, and that any revisions or conditions required by Caltrans is the applicant's responsibility and may require further City review.
- c. The turning radius for the corner of Watkins Avenue and El Camino Real shall be 25 feet unless otherwise approved by the City of Menlo Park and the Town of Atherton. Prior to building permit issuance, the applicant shall verify and show this radius on the plans, which is subject to review and approval of the Town of Atherton. Documentation of approval from the Town of Atherton shall be submitted.
- d. The applicant shall deed an approximate 20 square foot area at the property corner of El Camino Real and Watkins Avenue to the City of Menlo Park as part of the final map approval or shall offer dedication of this land area as right-of-way to the City of Menlo Park prior to building permit issuance, whichever process comes first. The acceptance of the deed or dedication shall be reviewed by the Menlo Park City Council prior to building permit issuance.
- e. Concurrent with the submittal of a building permit application, the applicant shall submit documentation to dedicate a public access easement for the proposed sidewalk along Watkins Avenue and El Camino Real. The acceptance of the deed or dedication requires Menlo Park City Council approval prior to building permit issuance or final map approval, whichever process comes first.
- f. Concurrent with the submittal of a complete building permit submittal, the applicant shall submit a parking lot signage, striping and circulation plan for review and approval of the Transportation Division.
- g. Prior to issuance of a grading or building permit, the applicant shall obtain the necessary approvals to merge the four legal lots into a single lot and submit documentation of the recordation to the Building Division.
- h. Prior to issuance of a grading or building permit, the applicant shall submit documentation demonstrating that the existing pittosporum hedge adjacent to the property line at the rear of the parking lot has been trimmed to 20 feet to 25 feet in height.
- i. After installing the landscaping along Watkins Avenue frontage, the property owner shall maintain the shrubs at a maximum height of 3 feet.
- j. The applicant shall apply for a separate Sign Permit for the proposed monument sign at the driveway on El Camino Real, subject to review and approval of the

Planning Division.

- k. Prior to building permit issuance, the applicant is encouraged to work with Allied waste regarding changing the garbage pick-up hours to occur during business hours and shall provide documentation regarding correspondence with Allied Waste on this issue to the Planning Division for review.
- l. Concurrent with a complete building permit submittal, the plans shall show an increase in the depth of the sunshades on the Watkins Avenue building elevation, subject to review and approval of the Planning Division.
- m. Concurrent with a complete building permit submittal, the landscape plan shall be revised for final selection of tree type/species and size, subject to review and approval of the Planning Division.
- n. Concurrent with a complete building submittal package, the plans shall be modified to show the project vehicular access as inbound traffic only from El Camino and outbound traffic to eastbound Watkins Avenue (right-turn only), as shown on Attachment B4 (Option 2), subject to review and approval of the Transportation and Planning Divisions. Proper signage and striping shall be shown on the plans.

If, in the future, the applicant would like to modify the project circulation to allow left turns from the site onto Watkins Avenue, one of the mitigation alternatives (#1, #2, or #3) could be implemented in-lieu of TRANS-1. These measures, however, require review and approval from another jurisdiction and agency, including the Town of Atherton and Caltrans. By making one of these alternative improvements, the right-turn only egress restriction onto Watkins Avenue could be eliminated and the potential impact would continue to be reduced to less than significant level as indicated in the traffic study. If one of the mitigation alternatives (#1, #2, or #3) occurs in the future, a revised Watkins Avenue driveway configuration would be required to be submitted and is subject to review and approval by the Planning and Transportation Divisions. (Mitigation Measure TRANS-1)

- o. Concurrent with Final Map submittal, the applicant shall submit covenants, conditions and restrictions (CC&Rs) subject to review and approval of the City Engineer and the City Attorney. The Final Map and the CC&Rs shall be recorded concurrently. The CC&R's shall include language that the parking spaces provided in the parking lot on the subject site shall be shared amongst occupants of the building. No assigned parking spaces shall be allowed in order to allow for better utilization of the parking spaces for occupants of the building. (Mitigation Measure TRANS-2)
- p. The applicant shall work with affected Atherton residents and Menlo Park staff and use its best efforts to seek approval from the Town of Atherton and Caltrans for either Alternative #1, #2 or #3 as described on page 31 of the DKS Associates Transportation Impact Analysis Report dated November 8, 2007. One of these approved alternatives can be implemented in lieu of the designated mitigation measure (Alternative #6).

p1: Prior to building permit issuance, the applicant shall post either a bond or place \$100,000 in an escrow account with the City of Menlo Park, whichever is acceptable to City staff, for a period of up to four years from January 8, 2008 to be used to pay for completion of condition 8p. At that time, the bond will be released or the deposit refunded if the Town of Atherton or Caltrans has not approved implementation of one of the alternative measures. However, if it is determined prior to the end of four years that the applicant has used its best efforts to seek such approval, but approval cannot be obtained for any of these alternatives or that the cost of implementing one of these alternative mitigation measure is less than the \$100,000 deposit/bond, the applicant may seek approval from the City of Menlo Park City Council for return of any unused portion of these monies.

p2: Prior to occupancy of the building, the applicant shall submit documentation of a complete application submittal with the applicable agency for one of these alternatives, subject to review and approval of the Planning and Transportation Divisions.

q. Concurrent with a complete building permit submittal, the applicant shall submit revised plans that show an increased building setback to provide for a five foot wide sidewalk along the Watkins Avenue frontage of the project, while retaining the landscaping as shown on the plans, subject to review and approval of the Planning Division.

**1906 El Camino Real Medical Offices  
Transportation Impact Analysis**

***Final Report***

Prepared for

**City of Menlo Park**

*By*

***DKS Associates***

1000 Broadway  
Suite 450  
Oakland, CA 94607-4039

**November 8, 2007**

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## Executive Summary

This study provides an evaluation of traffic issues related to the proposed medical office development site located at 1906 El Camino Real in the City of Menlo Park, California. The proposed project consists a medical office building consisting of approximately 9,825 square feet of medical office space. The project site is currently occupied by 5,742 square feet of vacant restaurant space.

The proposed project is bounded by El Camino Real to the west and Watkins Avenue to the north. Vehicular access to the site would be provided via a driveway along Watkins Avenue, east of El Camino Real. An ingress only driveway would allow right-turn ingress only access off El Camino Real.

This report provides a description of the transportation facilities in the project vicinity and summarizes existing, near-term, near-term plus project, and long range cumulative conditions at the study intersection. In addition, this report analyzes six potential improvement alternatives at the study intersection. Particular attention is given to alternatives that reduce project related impacts to less than significant levels, and alternatives that improve safety.

The proposed project is estimated to generate 32 net AM peak hour trips and 48 net PM peak hour trips. Under the City of Menlo Park traffic impact analysis guidelines, the proposed project would result in a potentially significant impact at the study intersection of El Camino Real/Watkins Avenue during the PM peak hour of the near-term plus project scenario.

Six mitigation alternatives are analyzed and they include:

- 1) Prohibiting left turns from Watkins Avenue to El Camino Real during the PM peak hour.
- 2) Signalized traffic control at the intersection of Watkins Avenue and El Camino Real.
- 3) Enlarging the refuge area in the center of El Camino Real. This would allow left turns from Watkins Avenue to make the turn in two steps, removing the southbound through movements as a conflicting movement during the first step.
- 4) Modifying the project access as to allow inbound traffic only off of Watkins and two-way access from El Camino Real (right-in/right-out).
- 5) Reducing northbound El Camino Real to two through lanes and one right-turn only lane. While this would likely increase delays by decreasing the number of gaps, left turn movements would cross fewer conflicting lanes.
- 6) Modifying the project access as to allow inbound traffic only from El Camino and outbound traffic to eastbound Watkins Avenue (right-turn only).

Alternatives 1, 2, 3 and 6 are shown to reduce potential impacts to less than significant levels. However, only Alternatives 1 and 2 reduce average delays to an acceptable LOS. Alternative 4 reduces the delays to the project related trips. However the existing traffic

would experience a potentially significant impact. Alternative 5 increases delay to the Watkins approach, but would also reduce the crossing distance and the number of conflicting lanes for left turn vehicles from Watkins Avenue as well as the southbound direction of El Camino Real.

Under the long range cumulative conditions, AM peak hour level of service would fall from LOS C to LOS D with the addition of project related traffic. However, this is not considered a potentially significant impact. During the PM peak hour, the addition of cumulative traffic would result in a potentially significant increase in delay to the already deficient intersection.

A review of the site plan for access and circulation shows that adequate sight distance for vehicles onto Watkins Avenue may be limited due to existing on-street parking within the residential areas. On-street parking should not be allowed along the project's frontage on Watkins Avenue. Similarly, vehicles turning onto El Camino Real from Watkins Avenue may have restricted sight distances, and on-street parking on El Camino Real along the project frontage should be prohibited.

## 1. INTRODUCTION

This study provides an evaluation of traffic and transportation issues related to the proposed 9,825 square feet of medical office use at 1906 El Camino Real. Particular attention is given to alternative improvement measures at the intersection of Watkins Avenue and El Camino Real, which is located adjacent to the project site.

### **Project Description**

The proposed project involves replacing a vacant 5,742 square foot former restaurant with 9,825 square feet of medical office space at 1906 El Camino Real. The project site is bounded by El Camino Real to the west and Watkins Avenue to the north. Vehicular access to the site would be provided via a driveway along El Camino Real and a driveway along Watkins Avenue. The Watkins Avenue driveway would allow for both left- and right-turn ingress and egress. The driveway along El Camino Real would be restricted to right-turn ingress and no egress access.

### **Study Methodology**

This study was prepared according to the methodology recommended in the City of Menlo Park Transportation Impact Analysis (TIA) Guidelines. The analysis was limited to one intersection based on Menlo Park City Council direction – the unsignalized intersection at El Camino Real and Watkins Street – as this intersection would potentially be impacted by the proposed development.

The San Mateo County Congestion Management Program (CMP) Land Use Analysis Program guidelines require that Routes of Regional Significance be evaluated to determine the impact of added project-generated trips for projects that create more than 100 PM peak hour trips. Since the proposed project is projected to generate fewer than 100 peak hour trips, a CMP analysis was not conducted.

The analysis of the study intersection concentrated on the primary commute periods of the day - the weekday AM (7:00 to 9:00 AM) and PM (4:00 to 6:00 PM) peak hours. The following analysis scenarios were evaluated as part of this study:

- Existing Conditions. This scenario represents traffic conditions that exist today. Existing conditions at the study intersection were based on counts collected in August, 2007. Since the counts were conducted in the summer, when traffic is generally less, through movements along El Camino Real have been scaled up to more typical levels by comparing summer counts at El Camino Real and Encinal Avenue to fall and winter counts taken at El Camino Real and Encinal Avenue. A scale factor was derived from these counts and applied to the summer 2007 counts at Watkins Avenue.
- Near Term Conditions. This scenario assumes full occupancy of planned/approved developments near the project vicinity that would be completed in the near term future. Near Term conditions at the study intersection were based on projected volumes provided by City of Menlo Park staff in the City's

Circulation System Assessment (CSA). Traffic conditions for the Near Term scenario are based on the year 2007.

- Near-Term plus Project Conditions. This scenario represents traffic conditions that would exist in the near term future, plus the addition of project generated traffic from the proposed development. Project conditions were analyzed for a project scenario based on the proposed land use. Because the site is currently vacant, no credit was applied for the former restaurant use on the project site.
- Cumulative Analysis. This scenario represents traffic conditions based on a 10-year horizon (year 2017) with an assumed ambient growth of one percent per year plus the addition of near term development traffic.
- Cumulative plus Project Conditions. This scenario represents traffic conditions based on a 10-year horizon with an assumed ambient growth of one percent per year plus the addition of near term developments and project generated traffic from the proposed development.

## **Approved/Planned Developments**

A complete list of planned developments in Menlo Park is included in **Appendix B**. The current list (August 2007) was provided by City of Menlo Park staff and includes projects that are currently planned or approved but have not yet been occupied. It is anticipated that these projects would be fully implemented and occupied as part of the Near Term Scenario. These future near-term projects are anticipated to add traffic to the Menlo Park roadway network and, in some cases, would add traffic to the intersection studied in this analysis. The peak hour trips assigned to the local roadway network based on trip distribution patterns outlined by the City of Menlo Park in the CSA TRAFFIX analysis:

## **Programmed/Planned Transportation Facility Improvements**

There are no programmed or planned physical improvements to transportation facilities within the study area.

## **Level of Service Significance Criteria**

Levels of service for this study were calculated based on the San Mateo City/County Association of Governments Congestion Management Program (CMP) Traffic Impact Guidelines. Per the CMP guidelines, a project will be considered to have a CMP impact if the project will cause the intersection to operate at a level of service that violates the standard adopted in the current CMP. If an intersection operates at a level of service that violates the standard and the proposed project increases average control delay at the intersection by four (4) seconds or more, then a potentially significant impact may occur.

## **Directional Convention**

For the purpose of this study, it is assumed that El Camino Real provides travel in the north-south direction, and Watkins Avenue provides travel in the east-west direction.

## 2. EXISTING CONDITIONS

This section summarizes existing conditions in the project vicinity including a description of the existing project site, the roadway network, vehicular traffic conditions, and bicycle, pedestrian, and transit facilities within the project vicinity.

### Project Site

The project site is located on El Camino Real at Watkins Avenue. The existing building consists of 5,742 square feet of restaurant space. At the time data were collected, the building was vacant. The proposed project site consists of an entrance and exit driveway along Watkins Avenue, and a right-turn in only driveway off of El Camino Real.

### Roadway Network

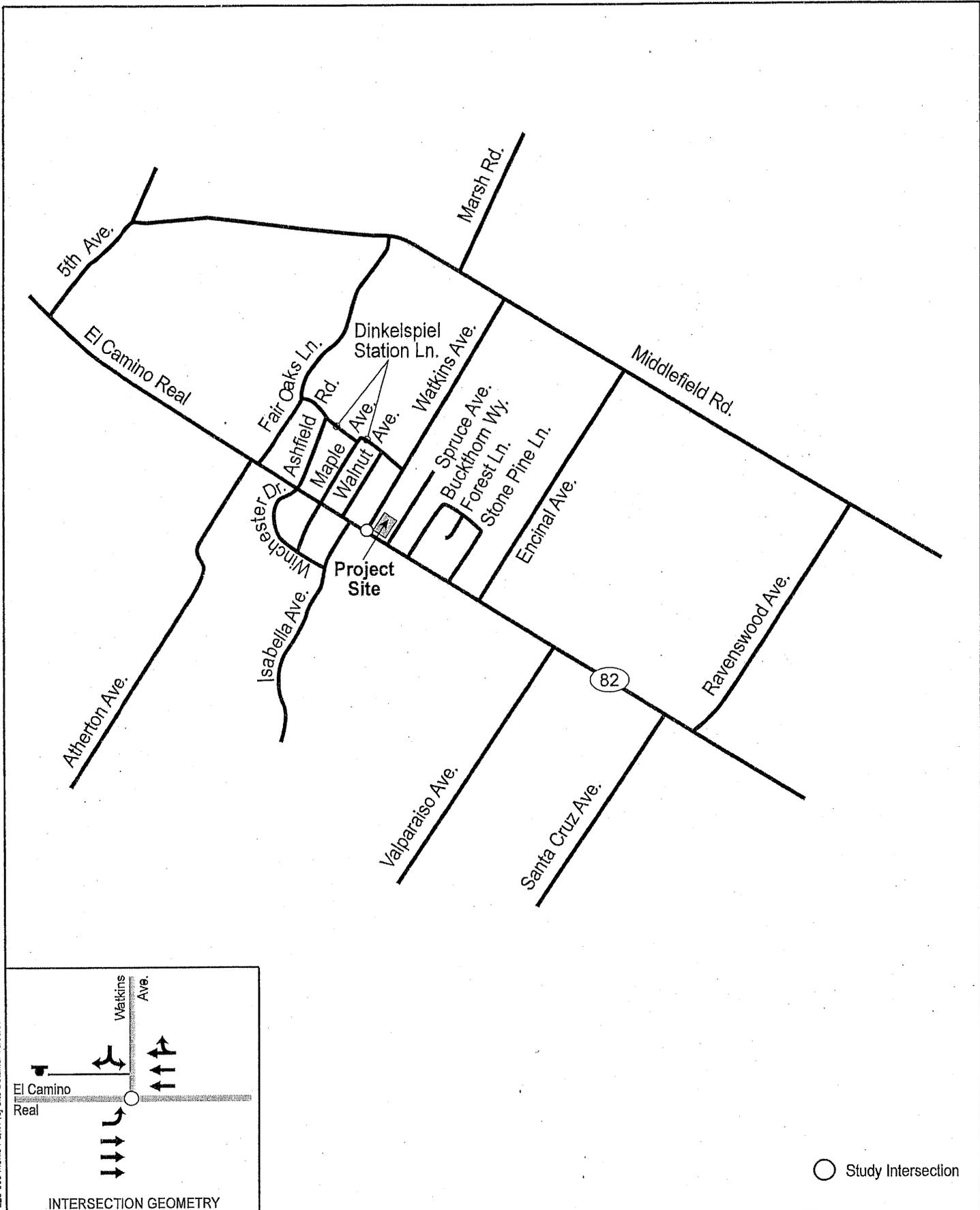
The existing roadway network within the project vicinity is illustrated in **Figure 1**. Arterial streets within the project area include Middlefield Road, El Camino Real, and Valparaiso Avenue. A number of collector streets serve the project vicinity, which includes Encinal Street and Watkins Avenue.

**Middlefield Road.** Middlefield Road is a two- to four-lane, north-south minor arterial that stretches across Menlo Park and Atherton. Middlefield Road is two lanes wide as it approaches Watkins Avenue. Middlefield Road provides access mainly to residential and school areas in the project vicinity. In the vicinity of the project, there is one left turn lane onto Watkins Avenue. There are bike lanes along Middlefield Road.

**El Camino Real.** El Camino Real is a north-south state-controlled facility (State Route 82), which extends through San Mateo County and Santa Clara County. In the project vicinity it is six lanes wide with numerous unsignalized intersections and left-turn bays. The land uses abutting El Camino Real are mostly commercial and residential. El Camino Real is classified as a primary arterial.

**Valparaiso Avenue.** Valparaiso Avenue is an east-west minor arterial connecting downtown Menlo Park to West Menlo Park. In the vicinity of the project, Valparaiso Avenue is a two-lane roadway with left-turn bays. Land use along Valparaiso Avenue is mostly residential in nature, with several schools located on the north side of the roadway (on the Atherton side of the street).

**Watkins Avenue.** Watkins Avenue is an east-west collector street primarily traveling through the Town of Atherton, connecting El Camino Real and Middlefield Road. Land use consists primarily of residential single-family homes and a public park along this two-lane roadway. Watkins Avenue is adjacent to the project site at the El Camino Real intersection in the Town of Atherton.



07223-000-Memo Park Proj Site Detail.dwg-10/30/07

**Figure 1**  
**Project Study Area**

**Level of Service Significance Threshold**

Referring to the Town of Atherton and C/CAG Regional LOS significance criteria and the designations of the project roadways, the LOS significance threshold for each study intersection is presented below in **Table 1**. Refer to the previous section on LOS significance criteria for a more detailed description of the C/CAG guidelines.

**Table 1 Intersection LOS Thresholds**

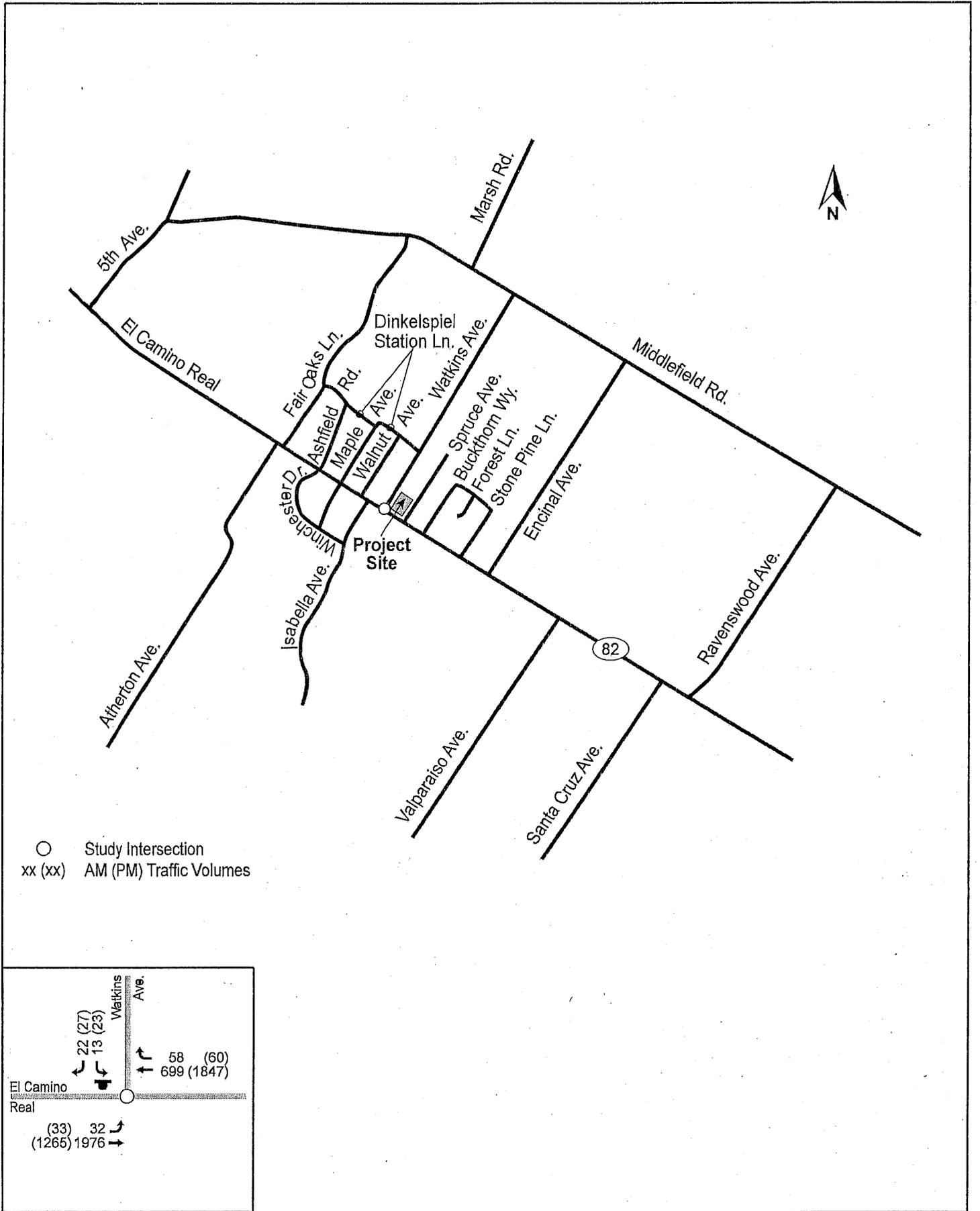
Study Intersection	Jurisdiction	Acceptable LOS Criteria	Significance Threshold for Unacceptable LOS
El Camino Real/Watkins Avenue	State/Atherton	D	LOS becomes E or F <u>OR</u> 4.0 second increase to critical <u>worst</u> approach if LOS is currently E or F

**Traffic Demand and Levels of Service**

Existing conditions at the study intersection were based on traffic counts taken in August 2007. The traffic volumes traveling along El Camino Real were increased to reflect peak fall season traffic conditions by applying a seasonal growth factor. The growth factor was based on the differences between counts taken during the fall of 2006 and summer of 2007 at the intersection of El Camino Real and Encinal Avenue. Analysis of the unsignalized intersection was based on the analysis methodologies and assumptions used in the Highway Capacity Manual (Transportation Research Board, 2000) and the City's Circulation System Assessment Document (February, 2005) (CSA). **Figure 2** illustrates the existing AM and PM peak hour traffic volumes and the current intersection geometry at the study intersection of Watkins Avenue and El Camino Real. These volumes represent the adjusted turning movement counts.

Existing peak hour intersection levels of service are summarized in **Table 2**. For two-way (or one-way) stop controlled intersections, the average delay is calculated for each of the minor street approaches and the reported level of service is based on the worst approach.

The study intersection at El Camino Real and Watkins Avenue operates at acceptable conditions during the AM peak hour but operates at LOS F during the PM peak hour. Detailed calculations are provided in the **Appendix C**.



07223-000-Mentio Park Exst Vols.ar-10/3/07

**Figure 2**  
**Existing Peak Hour Traffic Volumes**

**Table 2 Intersection Existing Levels of Service**

Study Intersection	AM Peak Hour		PM Peak Hour	
	Delay <sup>a</sup>	LOS <sup>b</sup>	Delay	LOS
El Camino Real/Watkins Avenue	21.4	C	>90 sec. <sup>c</sup>	F

Notes: a. Delay = worst approach for 2-way stop controlled intersections.  
 b. LOS = Level of service, represents worst approach for 2-way stop controlled intersections.  
 c. Delay values greater than 90 seconds are not considered precise due to the boundaries of the analysis equation and should only be used to compare whether delays have increased or decreased from another scenario.

**Regional Access Routes**

Because the proposed project is anticipated to generate less than 100 peak hour trips, an analysis of regional routes of significance is not included in this analysis. However, the following discussion is provided for informational purposes only. The project site is located at the intersection of El Camino Real and Watkins Avenue and is accessible to regional origins and destinations by various routes including US Route 101, Interstate 280, and State Route 82 (El Camino Real). Access from US Route 101 is via Marsh Road to the east of the project site. Trips coming from or going toward Interstate 280 would travel on El Camino Real to Valparaiso Avenue, south of the project site. Vehicles accessing the site from State Route 82 (El Camino Real) would turn east onto Watkins Avenue.

### 3. NEAR TERM CONDITIONS

A list of near-term developments as of June 2007 was provided by City of Menlo Park staff and includes developments that are currently planned (i.e., applied for a development permit) or approved in Menlo Park and adjacent cities. A complete list of approved or planned projects is included in **Appendix B**. Traffic related to each of the approved or planned developments that would travel through the study intersection were estimated. These trips were added to the study area for to make up the Near-Term Scenario.

#### Traffic Volumes and Levels of Service

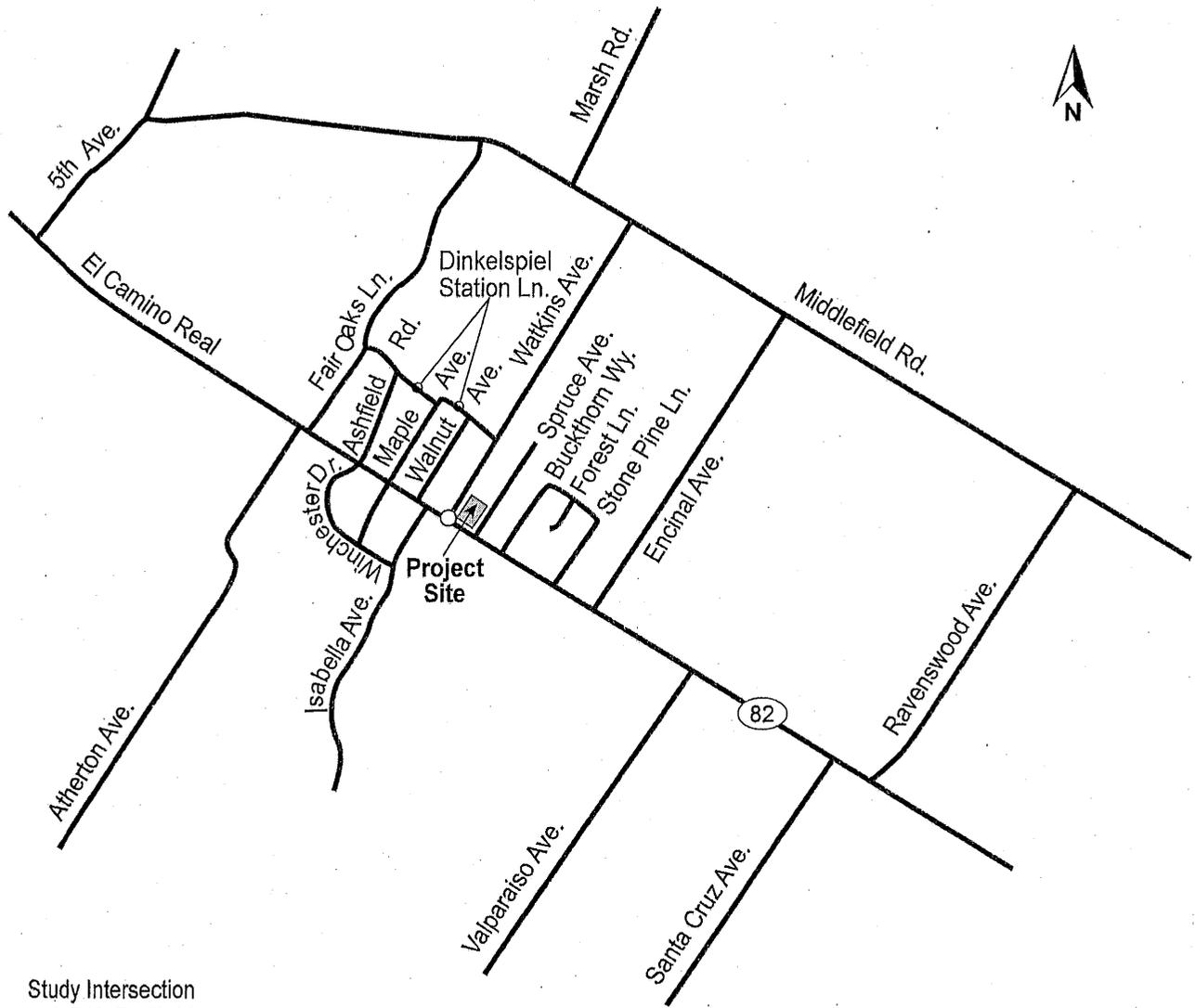
Peak Hour traffic volumes for the Near-Term Conditions were estimated by adding the estimated trips from planned or approved developments to the existing traffic volumes. AM and PM peak hour traffic volumes for the Near-Term Conditions are illustrated in **Figure 3**. During the AM peak hour, it is estimated that the planned and approved projects would add approximately 28 and 30 trips to the northbound and southbound directions of El Camino Real respectively. During the PM peak hour, the planned and approved projects would add approximately 37 and 45 trips to the northbound and southbound directions respectively. No planned/programmed mitigation measures are anticipated for the study intersection. Intersection geometrics would remain the same as with existing conditions. Intersection levels of service for the Near-Term scenario are summarized in **Table 3**.

**Table 3 Near Term Conditions Levels of Service**

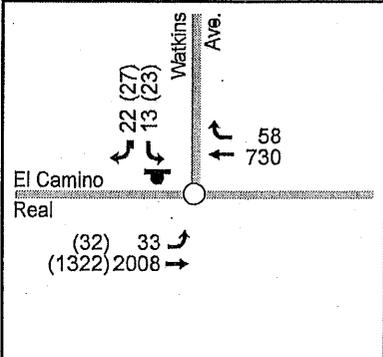
Study Intersection	AM Peak Hour		PM Peak Hour	
	Delay <sup>a</sup>	LOS <sup>b</sup>	Delay	LOS
El Camino Real/Watkins Avenue	22.6	C	>90 sec. <sup>c</sup>	F

Notes: a. Delay = worst approach for 2-way stop controlled intersections.  
 b. LOS = Level of service, represents worst approach for 2-way stop controlled intersections.  
 c. Delay values greater than 90 seconds are not considered precise due to the boundaries of the analysis equation and should only be used to compare whether delays have increased or decreased from another scenario.

During the AM Peak hour, the study intersection would continue to operate at LOS C. During the PM peak period, the study intersection would see an increase in delays for the left turn approach of Watkins Avenue to El Camino Real (the worst case approach). This occurs as conflicting northbound and southbound traffic movements increase with the addition of near-term project trips.



○ Study Intersection  
 xx (xx) AM (PM) Traffic Volumes



07223-000-Mento Park Near Term Vols.dwg 10/30/07

**Figure 3**  
**Near Term Peak Hour Traffic Volumes**

## 4. NEAR TERM PLUS PROJECT CONDITIONS

The proposed project involves replacing a vacant 5,742 square foot restaurant building at 1906 El Camino Real with a medical office building.

### Project Trip Generation

Trip generation for the proposed medical office facility is based upon the *ITE Trip Generation Manual* (7<sup>th</sup> Edition, 2003). In general, the calculated area for trip generation purposes includes outdoor areas such as corridors, mezzanines and other ground-level areas that are not enclosed, but within the principal outside faces of the exterior walls.

The proposed development would generate 32 net-new AM peak hour trips and 48 net-new PM peak hour trips. During the AM peak hour, there would be 25 inbound trips and 7 outbound trips. During the PM peak hour, there would be 13 inbound trips and 35 outbound trips. No traffic is currently generated by the project site as the site is currently vacant. **Table 4** further illustrates the trip generation by land use at the project site.

**Table 4 Project Trip Generation**

ITE Trip Generation Rates:	Size	AM Peak Hour			PM Peak Hour			Daily
		In	Out	Total	In	Out	Total	Total
Medical Offices – SF (ITE Code 720)	Ksf	79%	21%	2.48	27%	73%	3.72	36.13
Total Net New Trips	13.0	25	7	32	13	35	48	422

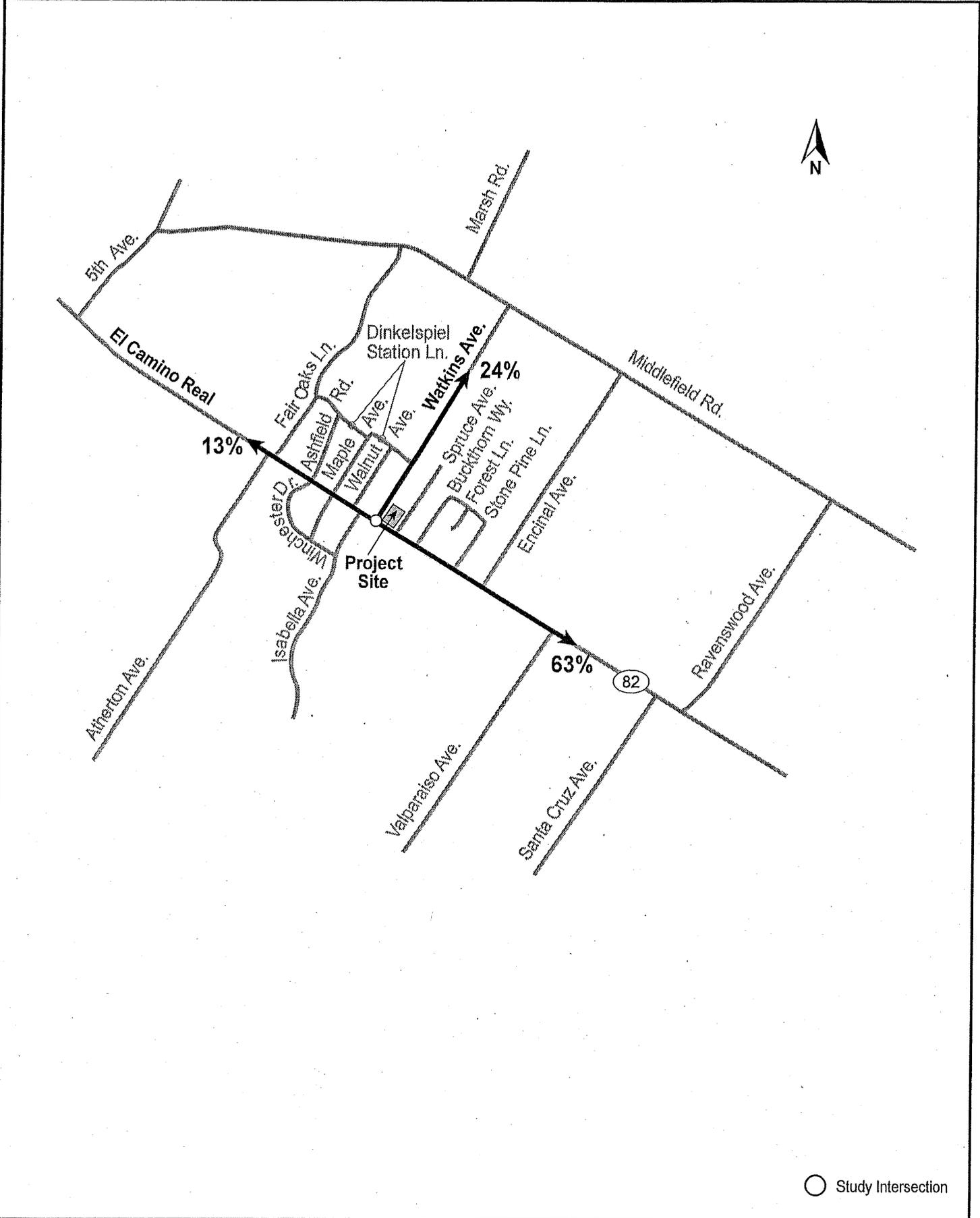
Notes: Trip generation rate is in trips per 1,000 square feet (ksf = thousand square feet). Approximately 13,000 square feet of gross floor area is estimated for the proposed project based on the ITE Trip Generation Manual Handbook.

### Traffic Volumes and Levels of Service

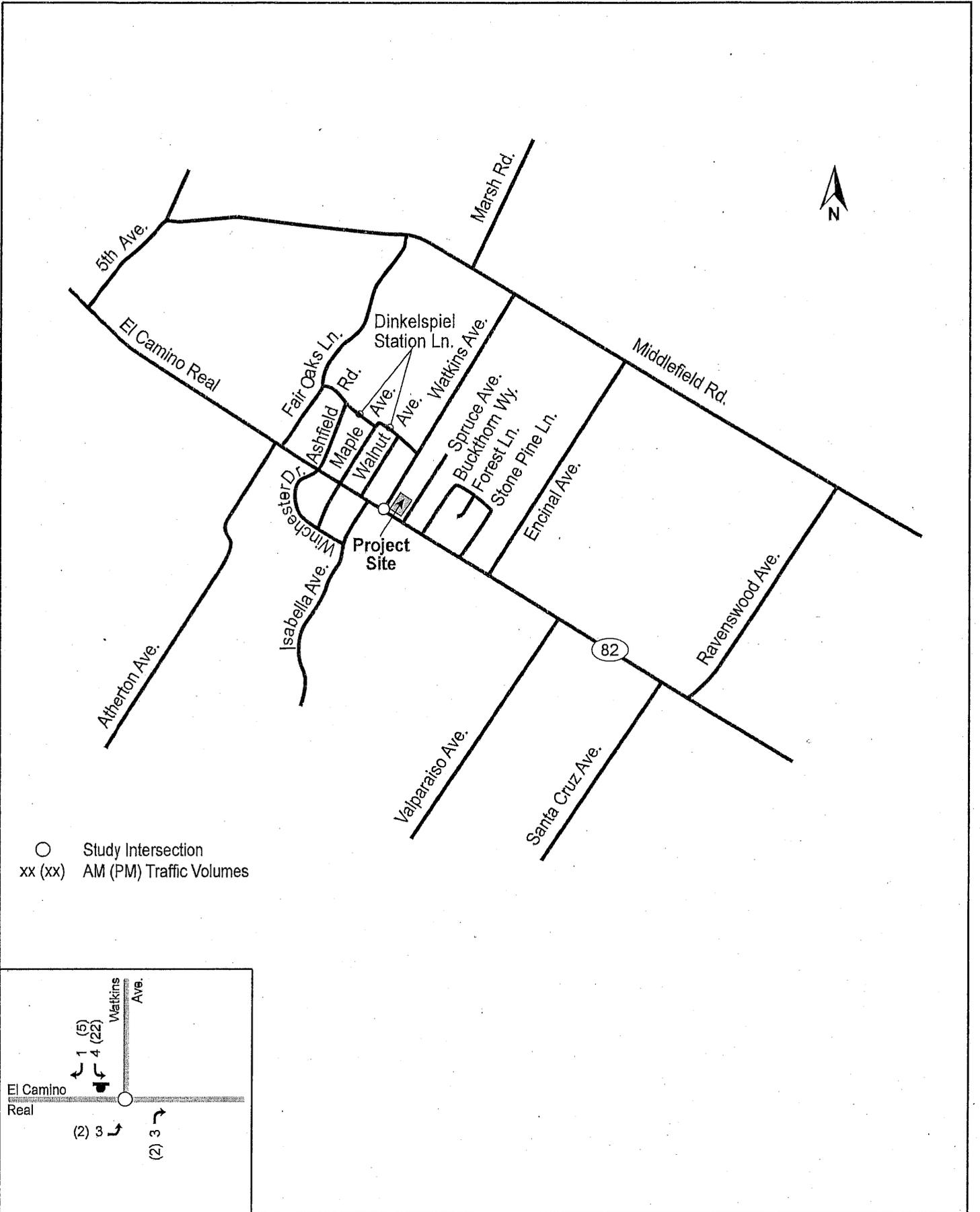
New trips that would be generated by the proposed project were distributed to the local street network based on information provided by the City of Menlo Park in Table 6 of the Circulation System Assessment Document (See **Appendix B**). It is anticipated that the majority of trips related to the medical office uses would be made by patients. For patient trips, a distribution pattern similar to commercial uses was presumed, and therefore the proposed medical office land uses were assumed to use commercial distribution patterns. **Figure 4** illustrates the trip distribution patterns that were used in this analysis. The add project related trips are illustrated in **Figure 5**, and the Near-Term plus Project Conditions peak hour intersection turning movement volumes are illustrated in **Figure 6**.

Intersection levels of service for Existing Conditions, Near-Term Conditions, and Project Conditions are provided in **Table 5** for comparison.

07223-000-Memo Park Trip Dist.Lat-10/3/07

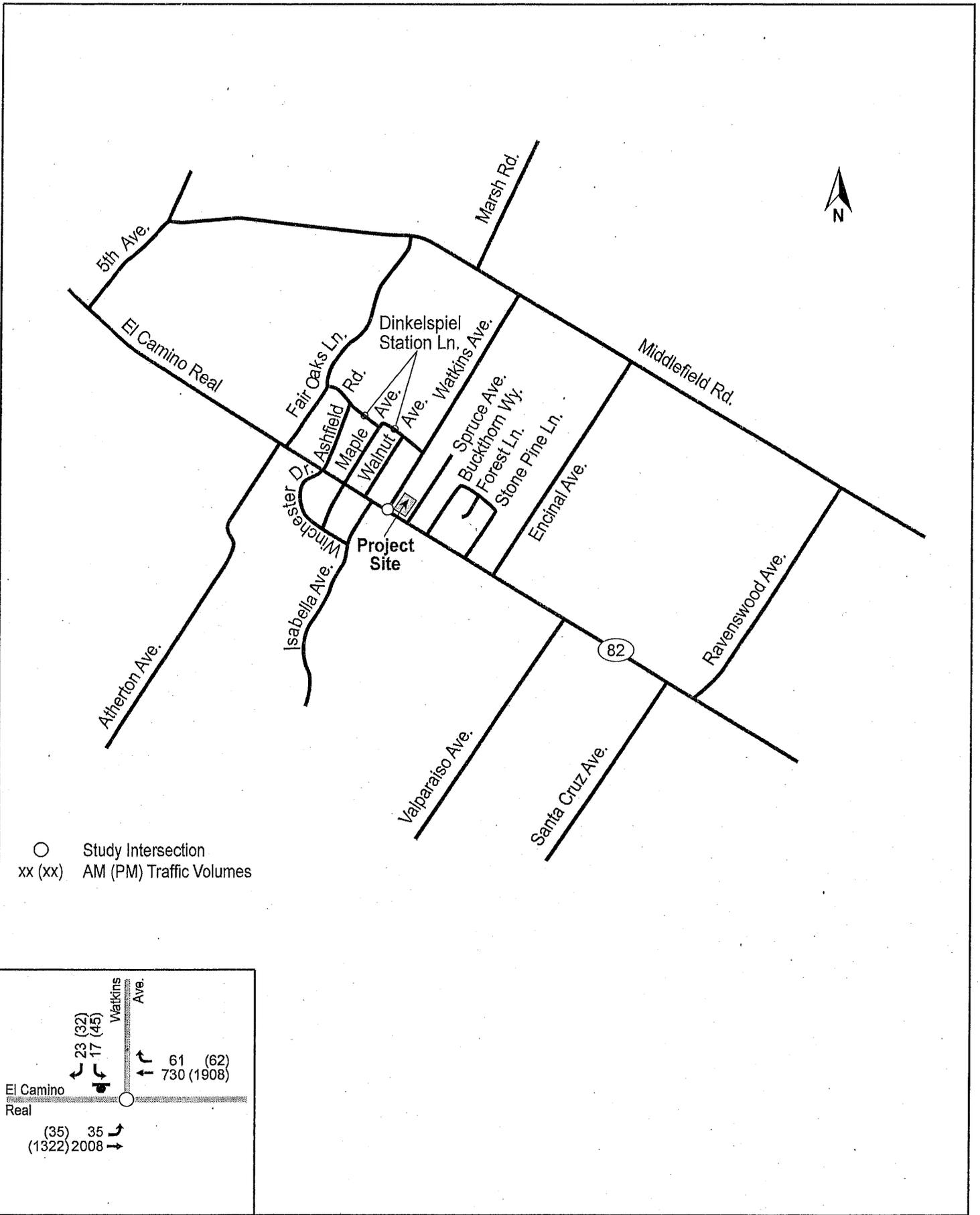


**Figure 4**  
**Trip Distribution Patterns**



07223-000-Mentlo Park Proj Trips.ai-10/30/07

**Figure 5**  
**Project Trips**



07223-000-Memo Park Near Term+Proj Vols.ar-10/30/07

**Figure 6**  
**Near Term Plus Project Peak Hour Traffic Volumes**

**Table 5 Near Term plus Project Conditions Levels of Service Comparison**

Study Intersection	Existing Conditions		Near-Term Conditions		Project Conditions	
	Delay <sup>a</sup>	LOS <sup>b</sup>	Delay	LOS	Delay	LOS
<b>AM Peak Hour</b>						
El Camino Real/Watkins Avenue	21.4	C	22.5	C	25.5	D
<b>PM Peak Hour</b>						
El Camino Real/Watkins Avenue	>90 sec. <sup>c</sup>	F	>90 sec. <sup>c</sup>	F	>90 sec. <sup>c</sup>	F

Notes: a. Delay = worst approach for 2-way stop controlled intersections.  
 b. LOS = Level of service, represents worst approach for 2-way stop controlled intersections.  
 c. Delay values greater than 90 seconds are not considered precise due to the boundaries of the analysis equation and should only be used to compare whether delays have increased or decreased from another scenario.

As shown in Table 5, the addition of the proposed project's net-new trips would result in a potentially significant impact at the study intersections when compared to the Near-Term Conditions. The Near-Term Conditions also would have a potentially significant impact at the study intersections when compared to the existing conditions. Under the near term scenario, the study intersection would continue to operate at LOS F during the peak hour and would experience an increase in worst approach delay. This is also true for the near-term plus project scenario.

During the AM peak hour, there would be a net increase of 5 vehicle trips in the westbound approach of Watkins Avenue at El Camino Real, and an increase of 6 vehicle trips in the northbound and southbound directions of El Camino Real due to the proposed development. The increase in traffic results in an increase in delay of approximately 2.8 seconds to the westbound left-turn approach from Watkins Avenue to El Camino Real. The level of service, however, would remain at an acceptable LOS D.

During the PM Peak hour, there would be an increase of 48 net new trips due to the proposed development with 27 added to the westbound approach of Watkins Avenue at El Camino Real (22 turning left, 5 turning right), 4 added to northbound and southbound El Camino Real (inbound), and the remaining trips added either on Watkins Avenue east of the study intersection, or onto the projects driveway off of El Camino Real. The addition of project generated trips would result in the critical delay for this intersection increasing to potentially significant impact levels. While the Highway Capacity Manual analysis equation may not be able to precisely calculate delay increases above 90 seconds, the addition of 22 vehicles to the worst approach of the intersection (the left turn from Watkins Avenue to El Camino Real) can comfortably be assumed to result in a potentially significant impact based on the magnitude of delay increases as reported by the model.

## **Site Access and Circulation**

The project site is currently proposed with one two-way access driveway on Watkins Avenue and a one-way ingress only driveway to El Camino Real, south of Watkins Avenue. **Figure 7** illustrates the proposed site plan. The proposed driveways for the project site are anticipated to provide adequate width for office type developments. Based on the proposed layout, a majority of vehicles exiting the site would use Watkins Avenue, and then turn onto El Camino Real. Based on the sight distances on El Camino Real, a minimum 250 feet of stopping sight distance is recommended. Based on the recommended sight distances, on-street parking along the project's frontage between the entry driveway and Watkins Avenue should be prohibited. Similarly, on-street parking along the project's frontage on Watkins Avenue should also be prohibited.

## **Transit**

With a transit mode share of less than ten percent, the number of net-new transit riders would be minimal. The relatively low number of potential transit trips is not expected to have an adverse impact on transit service or load factors. Due to the relatively low number of transit trips, a reduction to the vehicle trip generation estimates was not included in this analysis.

An existing bus stop is located along El Camino Real in front of the project site. The proposed project is not anticipated to impact the existing operations of the bus route.

## **Pedestrians and Bicyclists**

The proposed project is not anticipated to impact the existing bicycle and pedestrian facilities in the vicinity of the project site. The proposed project would enhance the existing pedestrian walkway along the building's frontage to El Camino Real. With a bicycle and pedestrian mode share of less than ten percent, the number of pedestrians and bicyclists would be minimal. The relatively low number of these trips is not expected to have an adverse impact on pedestrian or bicycle facilities. Due to the relatively low number of bicycle and pedestrian trips, a reduction to the vehicle trip generation estimates was not included in this analysis.



## 5. LONG RANGE CUMULATIVE CONDITIONS

The long range no project scenario is based on future peak hour traffic at the study intersection. The projected traffic volumes presented in this section are based on a 10-year horizon with an assumed ambient growth of one percent per year. Analysis for potentially significant transportation related impacts was conducted for a long range plus project scenario. Similar to the near term plus project scenario, the long range plus project scenario adds the net-new traffic projected for the proposed project.

### Traffic Volumes and Levels of Service

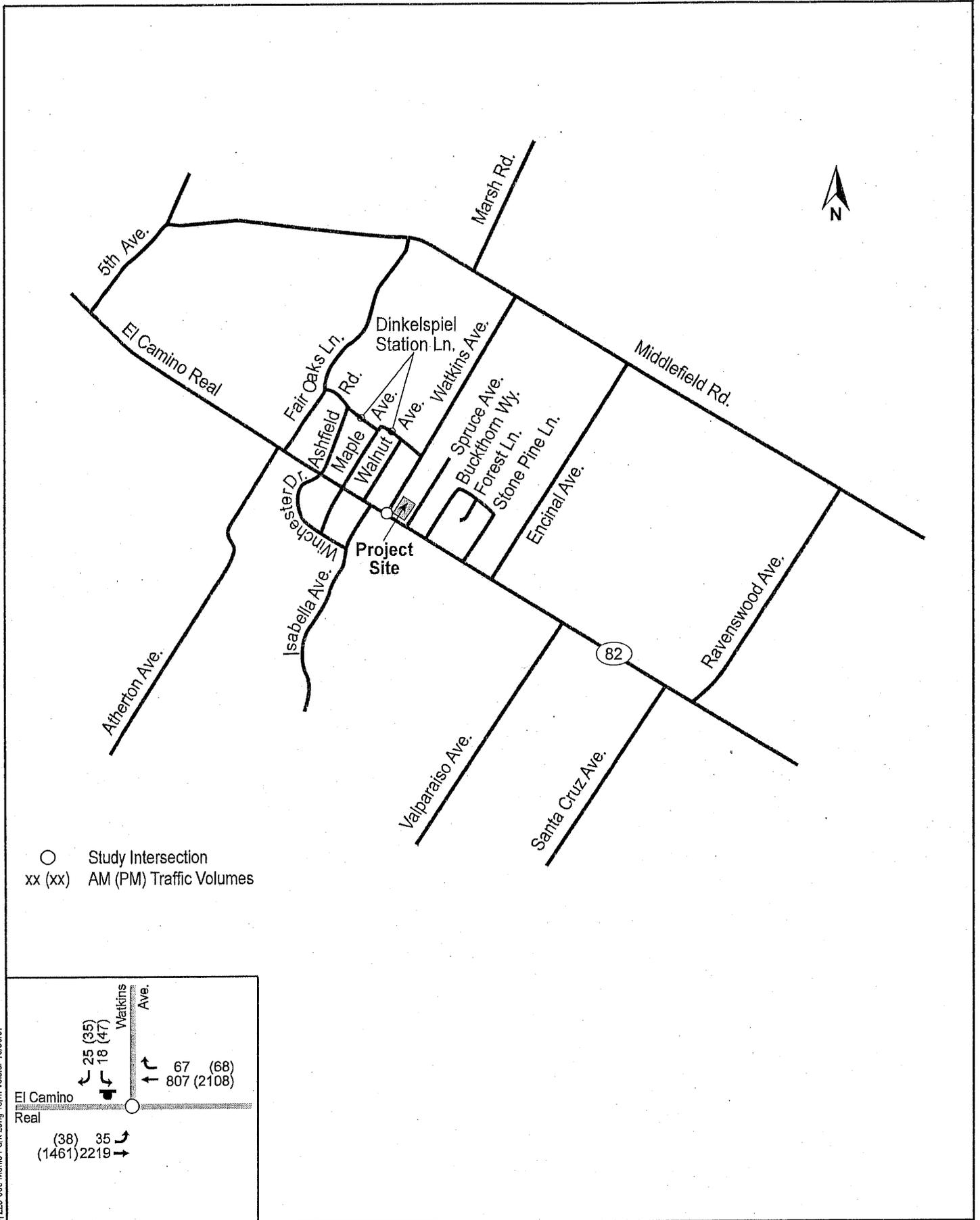
To obtain long range traffic volumes, the near-term traffic volumes were assumed to increase with an ambient growth of one percent per year over ten years (approximately 10.5% total growth) to estimate long range base traffic conditions. The planned and approved projects that were discussed previously in **Section 3** were also included in the Long Range scenarios. **Figure 8** illustrates the Long Range No Project as well as the Long Range Project peak hour traffic volumes.

**Table 6** summarizes the intersection operating conditions for the Long Range No Project and Long Range plus Project intersection operating conditions at the study intersection. As shown in Table 6, the intersection of Watkins Avenue and El Camino Real would operate at LOS D during the AM peak hour and at LOS F during the PM peak hour of the Long Range No Project Scenario. The westbound approach would continue to operate at an acceptable LOS D during the AM peak hour; therefore, the addition of project related trips would not trigger a potentially significant impact. During PM peak hour, the addition of project related trips would result in an increase of delay to the westbound approach of more than four seconds, triggering a potentially significant cumulative impact.

**Table 6 Long Term plus Project Conditions Levels of Service Comparison**

Study Intersection	Long Term No Project Conditions		Long Term plus Project Conditions	
	Delay <sup>a</sup>	LOS <sup>b</sup>	Delay	LOS
<b>AM Peak Hour</b>				
El Camino Real/Watkins Avenue	27.8	D	31.9	D
<b>PM Peak Hour</b>				
El Camino Real/Watkins Avenue	> 90 sec. <sup>c</sup>	F	> 90 sec. <sup>c</sup>	F

Notes: a. Delay = worst approach for 2-way stop controlled intersections.  
 b. LOS = Level of service, represents worst approach for 2-way stop controlled intersections.  
 c. Delay values greater than 90 seconds are not considered precise due to the boundaries of the analysis equation and should only be used to compare whether delays have increased or decreased from another scenario.



0723-000-Memio Park Long Term Vols. ar 10/30/07

**Figure 8**  
 Long Term Peak Hour Traffic Volumes

## **6. IMPROVEMENT ALTERNATIVES**

As part of this analysis, the City of Menlo Park staff and DKS Associates have developed six alternatives for the investigation of operational and safety improvements. This section describes the significance of the potential impacts for each of the alternatives. The mitigation and improvement measures discussed below are based on the Near Term and Near Term plus Project Conditions. Each of the improvement alternatives would require encroachment permits, review, and approval from Caltrans and Town of Atherton staff when implementing.

### **Intersection Impact 1 (Near Term plus Project Conditions, Long Range plus Project Conditions)**

The westbound approach from Watkins Avenue to El Camino Real would operate at LOS F during the PM peak hour under each of the analysis scenarios. With the proposed project, there would be an increase of average delay to the northbound approach of greater than four seconds during the PM peak hour. This is considered a potentially significant impact under the City's and County's Transportation Impact Analysis Guidelines. During the AM peak hour, the intersection operates at acceptable levels of service under the Project Scenario.

The following describes six improvement alternatives that were determined based on discussions with City of Menlo Park staff.

#### **Improvement Alternative #1**

The first improvement alternative includes restricting westbound left-turns from Watkins Avenue to El Camino Real during the PM Peak period. This restriction may be limited to the PM Peak hour only, and would require new signage to be installed. In addition, in order to be effective, such a restriction would require enforcement from local or state law enforcement. A conceptual level plan view of Improvement Alternative #1 is illustrated in **Figure 9**. Such a requirement would only affect the westbound left turn movement, and require those vehicles to make right turns instead. After turning right, these vehicles would make a U-turn at Isabella Avenue, Maple Avenue, Fair Oaks Lane, Atherton Avenue or 5<sup>th</sup> Avenue (signalized). Based on the amount of southbound traffic on El Camino Real, it is anticipated that U-turns could be made at the unsignalized intersections with acceptable operating conditions.

Based on the estimated operating conditions, similar turn restrictions during the AM peak hour is possible, but is not necessary due to the approach operating at acceptable levels of service.

#### **Significance after Mitigation**

The impact would be reduced to a less than significant level at the intersection of Watkins Avenue and El Camino Real with either installing appropriate signage (and enforcement) to restrict the left and through movements during the PM peak period. Detailed calculations of the operating conditions are included in **Appendix C**.

In addition to a reduction in average vehicle delays, this alternative would inherently improve the safety conditions for vehicles making the westbound left turn movement. Collisions

between the westbound left-turn movement and the southbound left-turn or with northbound through movements would be eliminated.

### **Improvement Alternative #2**

The second improvement alternative is to install a traffic control signal. Installing a traffic control signal would require significant improvements to all approaches of the intersection. For this alternative, it was assumed that the current lane configuration would remain unchanged and the southbound left-turn approach would operate with a protected left-turn. A conceptual level plan view of Improvement Alternative #2 is illustrated in **Figure 10**.

In comparison to the other alternatives, installation of a traffic control signal would require the highest costs.

Based on the amount of estimated traffic with the proposed project in the long term scenario, the westbound (Watkins Avenue) approach would have less than 100 vehicles during either the AM or PM peak hour. Therefore, this intersection would not trigger a peak hour signal warrant.

### **Significance after Mitigation**

With implementation of this improvement measure, the intersection of Watkins Avenue and El Camino Real would improve to an acceptable LOS A during the AM and LOS B during the PM peak hours. It should be noted that increases in delay along El Camino Real would occur, and that the average vehicle delay for signalized intersections is based on all approaches (not limited to worst approach).

This improvement may also improve safety by reducing the severity and/or number of collisions between vehicles turning in opposing movements. However an increase in rear end collisions along both directions may occur as drivers adapt to the new traffic control signal.

### **Improvement Alternative #3**

The third improvement alternative includes modifying the El Camino Real median island to provide a more defined refuge area. Vehicles turning left from Watkins Avenue would have to contend with northbound through traffic and southbound left-turning traffic only. Once in the refuge area, these vehicles would be in a pseudo two-way left turn lane between Watkins Avenue and Spruce Avenue, and would then switch lanes and merge into the southbound traffic flow. Due to the close proximity of Watkins Avenue to Spruce Avenue, the existing southbound left turn lane and median configuration for the approach to Spruce Avenue would also need to be modified to incorporate this improvement. The existing through lanes for the northbound and southbound movements on El Camino Real would not be modified. A conceptual level plan view of Improvement Alternative #3 is illustrated in **Figure 11**. Based on preliminary site observations, pavement delineators are expected to fit within the existing lane configuration, and the existing landscaped island is wide enough to provide a center lane.

To prevent southbound traffic on El Camino Real from turning left into the site's driveway on El Camino Real (south of Watkins Avenue), a raised median may be necessary. Raised medians along turn lanes typically have a minimum width requirement of two feet, which may

conflict with the existing lane striping. A more detailed survey and design plan would be necessary to confirm the adequacy of available width and potential shifting of lanes within the existing right-of-way.

For the analysis purposes of this alternative, the westbound approach delay is based solely on the conflicting movements with the northbound through movement and the southbound left turn movement. The merging of traffic with the southbound through movement was assumed to occur as a separate movement. The potential for collisions between westbound left turning vehicles and the northbound through or southbound left turning vehicles would remain unchanged. The likelihood of westbound left turning vehicles colliding with southbound through vehicles would be reduced due to splitting the left-turn movement into two separate movements.

### **Significance after Mitigation**

With implementation of this improvement measure, the intersection of Watkins Avenue and El Camino Real would continue to operate at a deficient LOS F. However, it is estimated that the average delays would be less than under the Near-Term No Project conditions; therefore, the impact would be reduced to less than significant levels.

### **Improvement Alternative #4**

The fourth improvement alternative focuses on modifying the proposed circulation pattern such that the driveway on Watkins Avenue would be a one-way ingress only driveway. The second driveway along El Camino Real would be the primary access driveway and would allow ingress and egress via right-in/right-out movements (i.e., for northbound direction only). Vehicles exiting the site that want to head south on El Camino Real would need to pass Watkins Avenue and make a U-turn at Isabella Avenue, Maple Avenue, Fair Oaks Lane, Atherton Avenue or 5<sup>th</sup> Avenue (signalized). Due to the proximity of Watkins Avenue to Spruce Avenue, reconstructing the median to allow left turns out of the driveway would create safety concerns and is not recommended. A conceptual level plan view of Improvement Alternative #4 is illustrated in **Figure 12**.

### **Significance after Mitigation**

With implementation of this improvement measure, the intersection of Watkins Avenue and El Camino Real would continue to operate at a deficient LOS F. The average delays for vehicles exiting the proposed project site would be less than under the Near-Term plus Project conditions. However, it is anticipated that the delays experienced by existing and background traffic would experience an increase in delay greater than four seconds. Because the existing and background related traffic would continue to make the westbound left turn movement from Watkins Avenue, the addition of project related traffic to the northbound through movement would reduce the number of available gaps, resulting in an increase in delay to vehicles on the Watkins Avenue approach. Therefore the impact would not be reduced to less than significant levels with this improvement alternative.

### **Improvement Alternative #5**

The fifth improvement alternative involves reducing the number of northbound through lanes on El Camino Real from three to two lanes, and creating a northbound right-turn only lane

onto Watkins Avenue. The intent of this improvement is to reduce the number of lanes with opposing traffic needed to cross for vehicles making left-turns. A conceptual level plan view of Improvement Alternative #5 is illustrated in **Figure 13**.

### **Significance after Mitigation**

With implementation of this improvement measure, the intersection of Watkins Avenue and El Camino Real would continue to operate at a deficient LOS F. It is anticipated that the delays experienced by vehicles turning left from Watkins Avenue and from southbound El Camino Real would experience an increase in delay greater than four seconds. Therefore the impact would not be reduced to less than significant levels with this improvement alternative. The reduction from three lanes to two lanes would result in less capacity and a higher average density for the northbound through movement. The higher density would result in fewer gaps for left-turning vehicles.

### **Improvement Alternative #6**

Similar to Alternative #4, this improvement alternative involves restricting the inbound traffic to an inbound only driveway on El Camino Real. Entering vehicles traveling southbound on El Camino Real would need to make a U-turn at Spruce Avenue, then enter the project driveway on El Camino Real. Vehicles exiting the site would be restricted to a right-turn only movement onto the eastbound direction of Watkins Avenue. Exiting vehicles that want to access El Camino Real would proceed west on Watkins Avenue, then turn left (north) onto Dinkelspiel Station Lane, then left onto (westbound) Fair Oaks Lane, where they would then reach El Camino at a signalized intersection. A conceptual level plan view of Improvement Alternative #6 is illustrated in Figure 14.

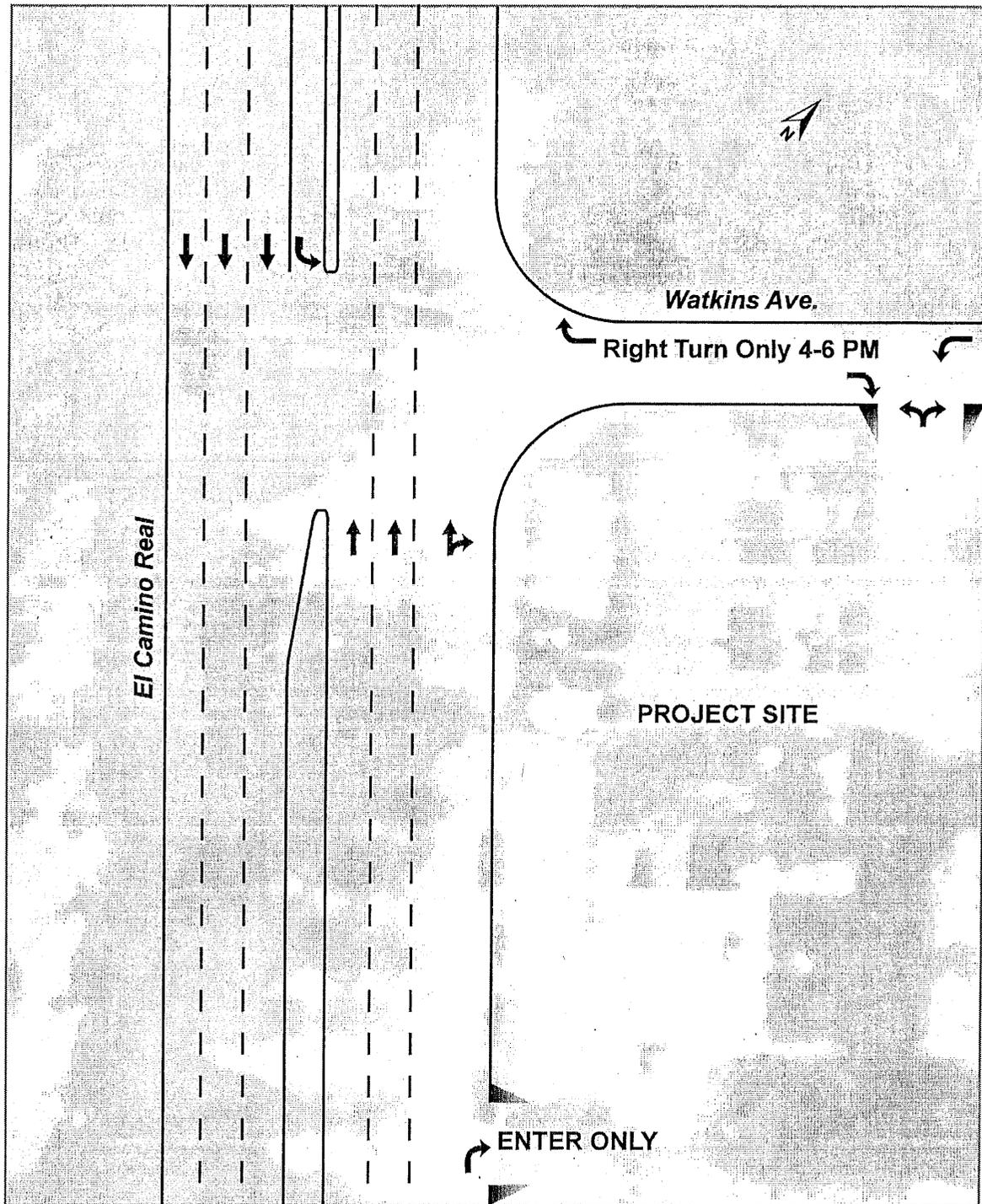
The effectiveness of this alternative may be limited by vehicles that would make three-point or U-turns on Watkins Avenue prior to, or at Dinkelspiel Station Lane, as well as enforcement of the right-turn only restrictions at the project site's exit driveway.

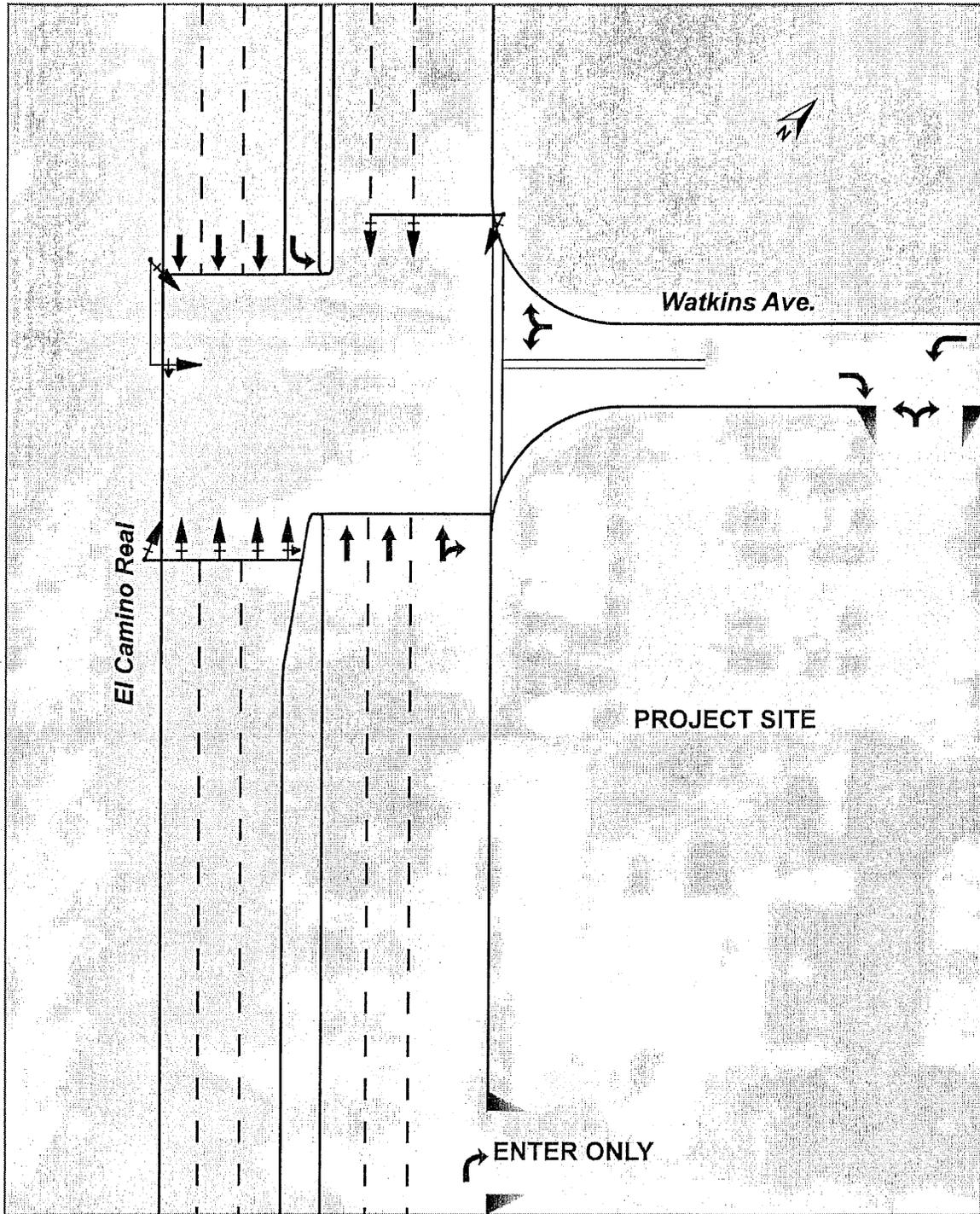
### **Significance after Mitigation**

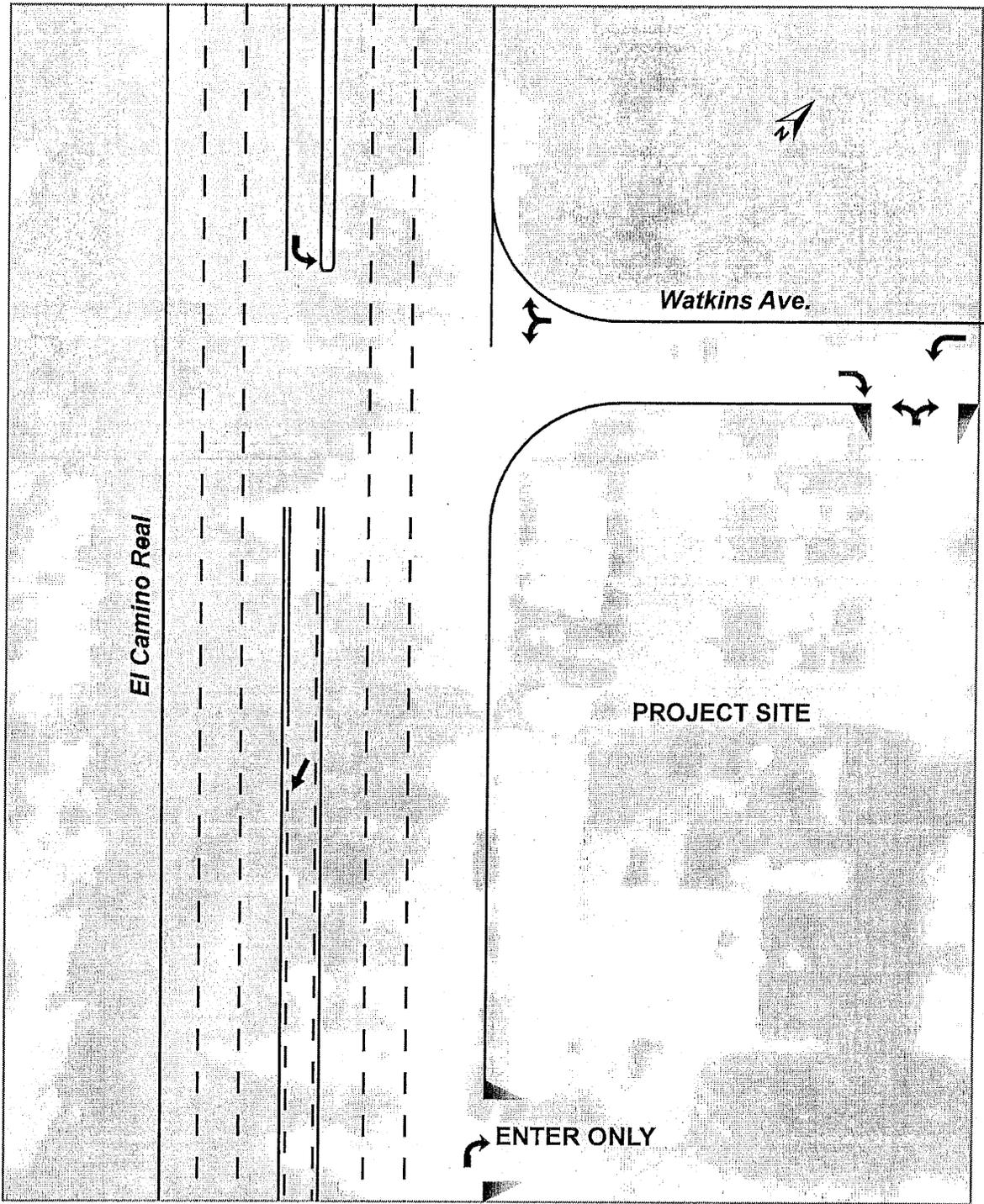
With implementation of this improvement measure, most project traffic would be diverted away from the intersection of El Camino Real and Watkins Avenue. The existing traffic approaching El Camino Real would experience negligible amounts of delay increases, and therefore the impact would be reduced to a less than significant level with this improvement alternative.

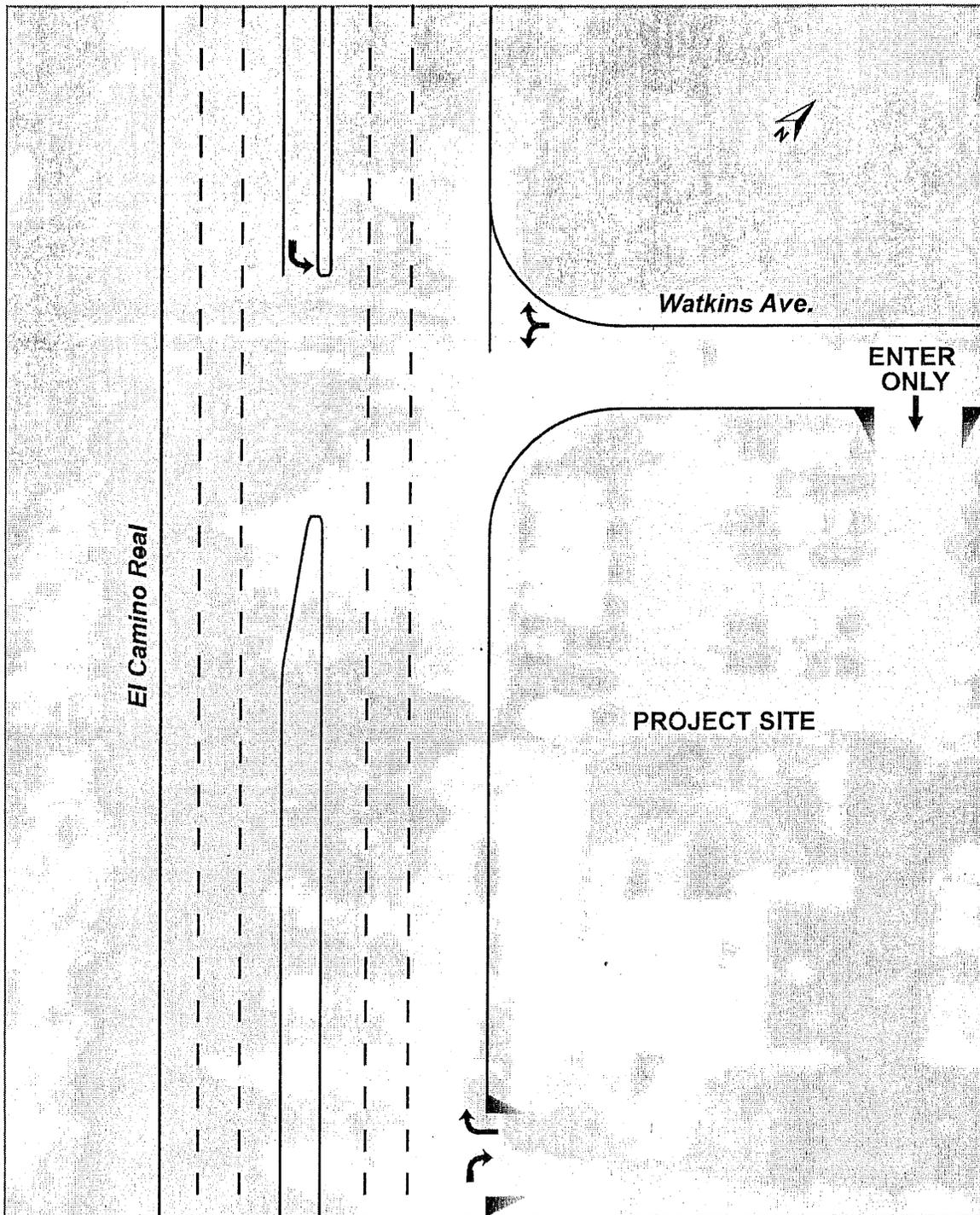
**Table 7** summarizes each of the improvement alternatives, and describes if the improvement would reduce the potentially significant impact to less than significant levels and if the intersection of Watkins Avenue and El Camino Real would improve to an acceptable LOS during the PM peak hour. **Table 8** summarizes the intersection operating conditions for each of the study scenarios and improvement alternatives.

07223-000-Memo Park Imprmnt Alt 1.dwg 10/04/07

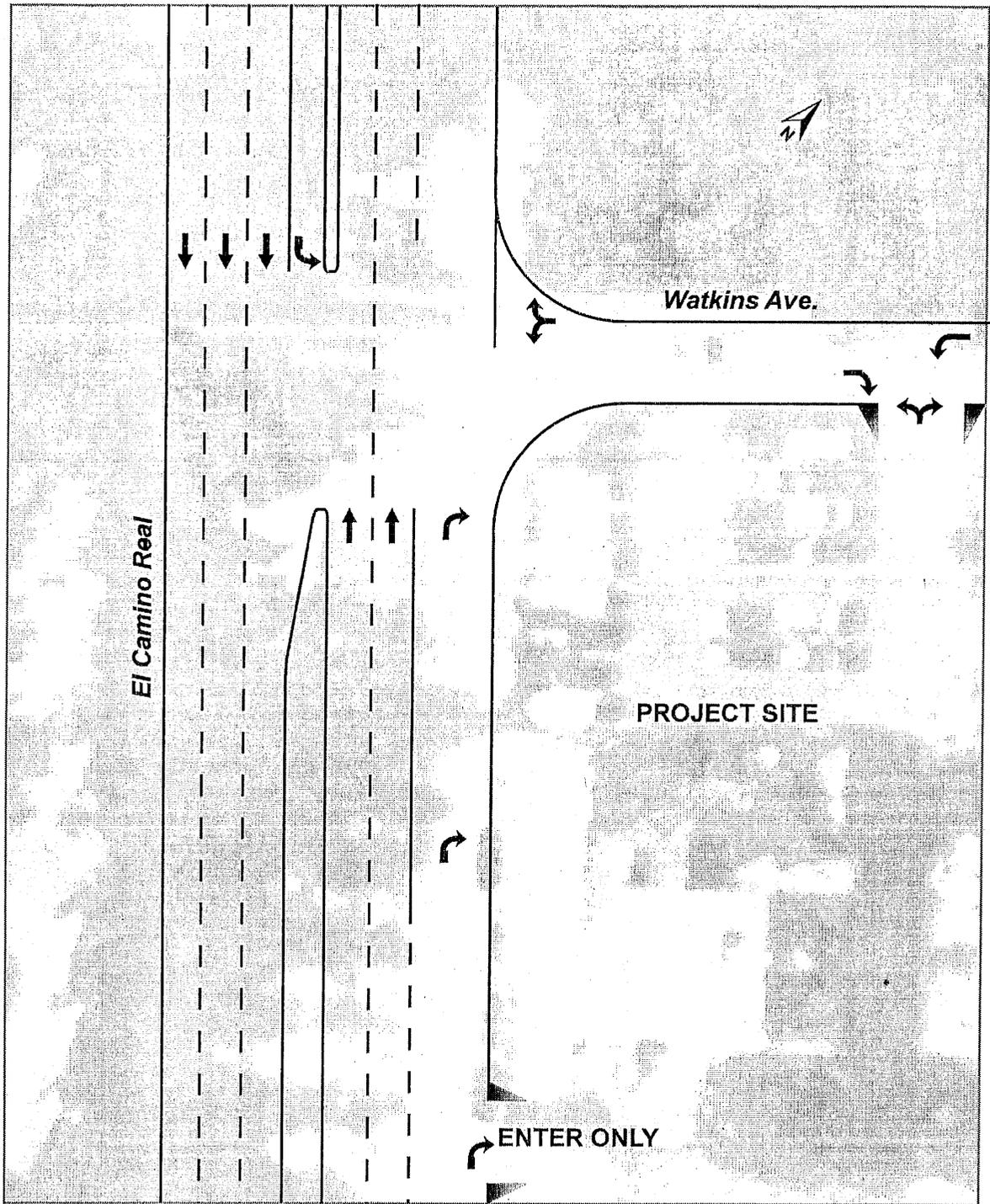




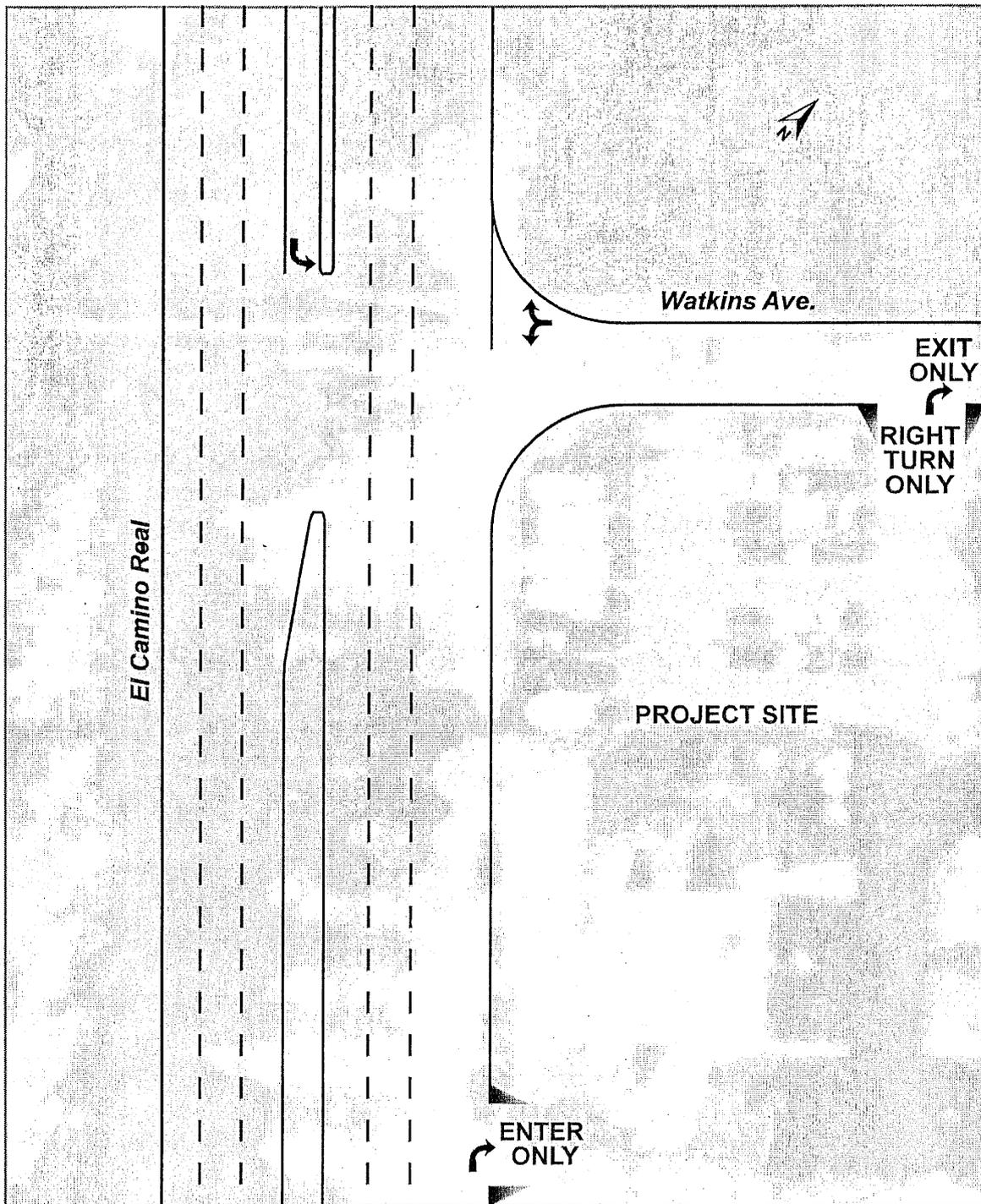




**Figure 12**  
**Improvement Alternative #4**  
**Watkins Driveway: Inbound Only**



**Figure 13**  
**Improvement Alternative #5**  
**Reduce Northern El Camino Real To Two Through Lanes**  
**and One Right Turn Only Lane**



**Figure 14**  
**Improvement Alternative #6**  
**Watkins Driveway: Inbound Only**

**Table 7 Improvement Alternatives Comparison**

Improvement Alternative Description	Approximate Cost <sup>a</sup>	Safety Improvement	Improves Approach to Acceptable LOS?		Reduces Impact to Less than Significant?	
			Near Term plus Project	Cumulative plus Project	Near Term plus Project	Cumulative plus Project
1 Peak hour left-turn restriction (signage only)	~\$1,000 + Enforcement	Improves several conflicting movements	Yes	Yes	Yes	Yes
2 Installation of a Traffic Control Signal	~\$200,000 - \$300,000	Eliminates conflicting movements, may increase rear-end collisions	Yes	Yes	Yes	Yes
3 Improve Median Island and Refuge/Merge Area (assumes no utility relocation)	~\$50,000 - \$100,000	Improves westbound left movement	No	No	Yes	Yes
4 Modification of project access driveways to require all egress trips to exit via El Camino Real only	\$0 <sup>b</sup>	Improves safety to movements related to project trips only	No	No	No	No
5 Reduce the number of northbound through lanes on El Camino Real to 2 lanes and one right-turn only lane.	~\$10,000 - \$20,000	Slight improvement by reducing the number of conflicting lanes to cross	No	No	No	No
6 Modification of access driveways to require ingress trips to enter via El Camino Real, and all egress trips to exit to eastbound Watkins.	\$0 <sup>b</sup>	Adds minimal traffic to El Camino / Watkins Intersection	No	No	Yes	Yes

a- Approximate costs are planning level estimates only and are based on relatively similar improvement projects. Estimates do not reflect actual engineer's cost estimates. Costs do not reflect cost of enforcement.

b- Costs assumed to be included in typical pre-construction site development costs. No additional costs are anticipated.

**Table 8 Improvement Alternatives LOS Comparison**

Scenario	AM Peak Hour		PM Peak Hour	
	Delay	LOS	Delay	LOS
Existing	21.4	C	>90 sec. <sup>c</sup>	F
Near Term	22.5	C	>90 sec. <sup>c</sup>	F
Near Term plus Project	25.3	D	>90 sec. <sup>c</sup>	F
Alternative 1	25.3	D	18.7	C
Alternative 2	7.4	A	18.3	C
Alternative 3	13.7	B	>90 sec. <sup>c</sup>	F
Alternative 4	22.9	C	>90 sec. <sup>c</sup>	F
Alternative 5	26.1	D	>90 sec. <sup>c</sup>	F
Alternative 6	22.5	C	>90 sec. <sup>c</sup>	F
Cumulative (No Project)	27.8	D	>90 sec. <sup>c</sup>	F
Cumulative plus Project	31.9	D	>90 sec. <sup>c</sup>	F
Alternative 1	31.9	D	22.2	C
Alternative 2	7.4	A	18.2	C
Alternative 3	14.7	B	>90 sec. <sup>c</sup>	F
Alternative 4	28.5	D	>90 sec. <sup>c</sup>	F
Alternative 5	33.0	D	>90 sec. <sup>c</sup>	F
Alternative 6	27.8	D	>90 sec. <sup>c</sup>	F

Notes: a. Delay = worst approach for 2-way stop controlled intersections.  
 b. LOS = Level of service for worst approach at 2-way stop controlled intersections.  
 c. Delay values greater than 90 seconds are not considered precise due to the boundaries of the analysis equation and should only be used to compare whether delays have increased or decreased from another scenario.

**Other Improvement Alternatives**

Although not quantitatively analyzed, additional alternative improvements should also be considered. These alternatives would include:

- Modifying and extend the existing median island to prevent left turns out of Watkins Avenue full time. Vehicles would then be required to turn north on El Camino Real and make U-turns at Isabella Avenue, Maple Avenue, or Fair Oaks Lane. This would provide a similar, but permanent, improvement similar to Improvement Alternative #1.
- Removing the southbound left-turn movement from El Camino Real could be considered as an additional option for a median reconfiguration, but would require southbound left-turning traffic to make U-turns at Buckthorn Way, south of Watkins Avenue.

## 7. CONCLUSION

This proposed project includes a medical office development located at 1906 El Camino Real (at Watkins Avenue) in the City of Menlo Park, California. The proposed project consists of approximately 9,825 square feet of medical office space, and would replace approximately 5,742 square feet of vacant restaurant space. The proposed project is located on the southeast corner of El Camino Real and Watkins Avenue. Vehicular access to the site would be provided via a two-way driveway along Watkins Avenue, and an ingress only driveway would allow right-turn access off of northbound El Camino Real.

The proposed project is estimated to generate 32 net AM peak hour trips and 48 net PM peak hour trips. Under the Near Term plus Project Scenario, the proposed project would result in a potentially significant impact at the study intersection during the PM peak hour. Six mitigation alternatives are analyzed as part of this analysis and include:

- 1) Prohibiting left turns from Watkins Avenue to El Camino Real during the PM peak hour with signage and enforcement.
- 2) Signalized traffic control at the intersection of Watkins Avenue and El Camino Real.
- 3) Enlarging the refuge area in the center of El Camino Real. This would allow left turns from Watkins Avenue to make the turn in two steps, removing the southbound through movements as a conflicting movement during the first step.
- 4) Modifying the project access as to allow inbound traffic only off of Watkins and two-way access from El Camino Real (right-in/right-out).
- 5) Reducing northbound El Camino Real to two through lanes and one right-turn only lane. While this would likely increase delays by decreasing the number of gaps, left turn movements would cross fewer conflicting lanes.
- 6) Modifying the project access as to allow inbound traffic only from El Camino and outbound traffic to eastbound Watkins Avenue (right-turn only).

Alternatives 1, 2, 3 and 6 are shown to reduce the potential impact to less than significant levels. However, only Alternatives 1 and 2 would reduce the operating conditions to an acceptable LOS D or better. Alternatives 4 and 5 would not reduce the potential impact to less than significant levels. Alternative 5 increases delay to the Watkins approach, but also reduces the crossing distance and the number of conflicting lanes for left turn vehicles from Watkins Avenue as well as the southbound direction of El Camino Real.

Under the long range cumulative conditions, the project continues to result in a potentially significant impact at the study intersection during the PM peak hour. In addition, AM peak hour LOS falls from LOS C to LOS D. However this is not considered a potentially significant impact.

A review of the site plan for access and circulation shows that adequate sight distance for vehicles onto Watkins Avenue may be limited due to existing on-street parking within the residential areas. On-street parking should not be allowed along the project's frontage on Watkins Avenue. Similarly, vehicles turning onto El Camino Real from Watkins Avenue may have restricted sight distances, and on-street parking on El Camino Real along the project frontage should be prohibited.



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

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

**FROM: DUNCAN JONES, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF OCTOBER 15, 2008**

**SUBJECT: APPROVAL OF PLANS AND SPECIFICATIONS AND  
AUTHORIZATION TO ADVERTISE HOLBROOK-PALMER  
PARK TRAIL AND BRIDGE PROJECT, PROJECT NO. 08-004**

#### **RECOMMENDATION:**

Approve the plans and specifications and authorize advertisement for bids for the Holbrook-Palmer Park Trail and Bridge Project, Project No. 08-004.

#### **INTRODUCTION:**

The FY 2008-09 adopted Capital Improvement Program includes funds for constructing the Holbrook-Palmer Park Trail and Bridge Project. The need for this project resulted from the Landscape Master Plan for Holbrook-Palmer Park including a bridge over the Atherton Channel to the park. The project also includes a trail connecting the walking path at the west end the park with the upgraded pedestrian crossing of the Caltrain tracks, as well as a trail connection on the west side of the tracks to get pedestrians past the steep banks adjacent to the open Atherton Channel segment.

#### **ANALYSIS:**

Staff was successful in applying for a federal Regional Trails Program (RTP) grant for 80% of the funding for this project. That grant has made this previously unfunded project possible. The project was delayed pending receipt of the Caltrain plans for the grade crossing upgrade. those plans have been received and incorporated into the design.

The Holbrook-Palmer Park Trail and Bridge Project is budgeted for construction in FY 2008-09. Biggs Cardosa Associates, Inc. prepared the design for the project. The

Holbrook-Palmer Park Trail and Bridge Project plans and specifications are ready to be advertised for construction.

**FISCAL IMPACT:**

There is no fiscal impact anticipated for this project. RTP Grant funds in the amount of \$104,800 are budgeted for this project in FY 2008-09. The Atherton Dames have committed to providing the 20% match for the project in the amount of \$26,200.

The Engineer's Estimate for the Holbrook-Palmer Park Trail and Bridge Project is \$119,000. In addition, a 10% construction contingency of \$12,000 would bring the total estimate to \$131,000. The project is scheduled to receive bids in December and award the contract at the December 17, 2008 City Council meeting.

Prepared By:

Approved:

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

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Jerome D. Gruber  
City Manager



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

**FROM:** DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

**DATE:** FOR THE MEETING OF OCTOBER 15, 2008

**SUBJECT:** ADOPT A RESOLUTION TO APPROVE A  
MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE CITY/ COUNTY ASSOCIATION OF  
GOVERNMENTS (C/CAG), CALTRANS DISTRICT 4, THE  
COUNTY OF SAN MATEO, CITY OF BELMONT, CITY OF  
BURLINGAME, CITY OF FOSTER CITY, CITY OF  
MILLBRAE, CITY OF REDWOOD CITY, CITY OF SAN  
BRUNO, CITY OF SAN CARLOS, CITY OF SAN MATEO,  
TOWN OF ATHERTON, CITY OF SOUTH SAN  
FRANCISCO, CITY OF MENLO PARK, CITY OF EAST  
PALO ALTO, METROPOLITAN TRANSPORTATION  
COMMISSION (MTC), AND SAN MATEO COUNTY  
TRANSPORTATION AUTHORITY (SMCTA) TO  
ACKNOWLEDGE THE SMART CORRIDORS PROJECT,  
AND TO AGREE TO WORK COOPERATIVELY TO  
ASSIST IN DEVELOPMENT OF THE SMART  
CORRIDORS PROJECT.

### **RECOMMENDATION:**

Adopt a resolution approving a Memorandum of Understanding (MOU) between the City/ County Association of Governments (C/CAG), Caltrans District 4, the County of San Mateo, City of Belmont, City of Burlingame, City of Foster City, City of Millbrae, City of Redwood City, City of San Bruno, City of San Carlos, City of San Mateo, Town of Atherton, City of South San Francisco, City of Menlo Park, City of East Palo Alto, Metropolitan Transportation Commission (MTC), and San Mateo County Transportation

Authority (SMCTA) to acknowledge the Smart Corridors Project, agreeing to work cooperatively to assist in development of the Smart Corridors project, and directing the City Manager to execute said MOU on behalf of the Town of Atherton.

The City Manager and Public Works Director have already expressed informal support for the Smart Corridor concept.

The purpose of this MOU is to acknowledge the agreement of the City to work cooperatively and to provide input during the development of the Smart Corridors project. This MOU also defines the vision and goals and general roles and responsibilities associated with the development of the Smart Corridor project.

It is expected and acknowledged that future agreements will be executed which address details related to the maintenance and operations of the Smart Corridors Project.

### **INTRODUCTION:**

The San Mateo County Smart Corridors Project is a cooperative effort by the San Mateo City/County Association of Governments (C/CAG), SMCTA, multiple local jurisdictions, Caltrans, and countywide and regional transportation agencies to implement an incident management program.

An Incident Management Committee (IMC) was established to evaluate and strategize programs that can be implemented in San Mateo County to manage traffic congestion during incidents. The program focused on increasing the coordination between Caltrans, CHP, local agency public safety, and local agency public works staff during freeway incidents when it is desirable to direct traffic that is expected to leave the freeway onto an alternative route on local streets.

The Town of Atherton has been involved with the development of the San Mateo County Incident Management Alternative Route Plan (currently in draft), which can be viewed at:

[http://www.ccag.ca.gov/pdf/incident%20management/docs/DRAFT%20ALTERNATIVE%20ROUTE%20PLAN\\_070629\\_a.pdf](http://www.ccag.ca.gov/pdf/incident%20management/docs/DRAFT%20ALTERNATIVE%20ROUTE%20PLAN_070629_a.pdf).

This plan identified parallel arterial streets that are the best candidates as alternative routes for moving a higher demand of traffic during incidents and seek to contain and/or minimize the impacts of the diverted traffic onto the local street network. The San Mateo County Smart Corridors Program builds upon the foundation identified in the Incident Management - Alternative Route Plan.

### **ANALYSIS:**

The San Mateo County Smart Corridors Project will implement traffic management strategies by deploying Intelligent Transportation System (ITS) elements along

conventional state highway routes and major local streets such that these designated routes will have the tools to manage traffic congestion and improve mobility. C/CAG is funding the design and initial capital of the Smart Corridors Project.

The Smart Corridors Project is utilizing a committee system to assure widespread participation in addressing specifics of the project development. A Steering Committee, made up of executive-level staff from regional agencies and Caltrans, is established which resolves administrative issues and disagreements between the participants surrounding design and implementation of the Smart Corridors project.

A Stakeholder Committee, made up of technical staff from the member agencies, is responsible for providing technical review of the design and providing recommendations to the project consultant. The Stakeholder committee is also responsible for communicating local issues affecting the project and ensures that the project is reflecting the needs of their jurisdiction. The Public Works Director represents the Town of Atherton on the Stakeholders Committee.

**FISCAL IMPACT:**

Staff time would be required to attend meetings and review plans.

**NEXT STEPS FOR THE SMART CORRIDORS PROJECT:**

Agreements that address details related to the maintenance and operations of the Smart Corridors Project will be developed with the Cities and other affected agencies in the near future and will be presented to Board for execution in a separate agreement.

Prepared By:

Approved:

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

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

Attachments: Resolution  
Memorandum of Understanding

**RESOLUTION NO. 08-**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY/ COUNTY ASSOCIATION OF GOVERNMENTS (C/CAG), CALTRANS DISTRICT 4, THE COUNTY OF SAN MATEO, CITY OF BELMONT, CITY OF BURLINGAME, CITY OF FOSTER CITY, CITY OF MILLBRAE, CITY OF REDWOOD CITY, CITY OF SAN BRUNO, CITY OF SAN CARLOS, CITY OF SAN MATEO, TOWN OF ATHERTON, CITY OF SOUTH SAN FRANCISCO, CITY OF MENLO PARK, CITY OF EAST PALO ALTO, METROPOLITAN TRANSPORTATION COMMISSION (MTC), AND SAN MATEO COUNTY TRANSPORTATION AUTHORITY (SMCTA) TO ACKNOWLEDGE THE SMART CORRIDORS PROJECT, AND TO AGREE TO WORK COOPERATIVELY TO ASSIST IN DEVELOPMENT OF THE SMART CORRIDORS PROJECT**

**WHEREAS**, C/CAG is the sponsor agency for the development and implementation of the Smart Corridors Project in San Mateo County; and

**WHEREAS**, C/CAG seeks to enter into a Memorandum of Understanding (MOU) with the Town of Atherton to acknowledge the Smart Corridors Project, and to agree to provide input and work cooperatively in the development of the Smart Corridors Project; and

**WHEREAS**, the agencies shown on the signatory page of the MOU and C/CAG are currently working together to finalize the Memorandum of Understanding;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the Town of Atherton approves the Memorandum of Understanding (MOU) between the City/ County Association of Governments (C/CAG), Caltrans District 4, the County of San Mateo, City of Belmont, City of Burlingame, City of Foster City, City of Millbrae, City of Redwood City, City of San Bruno, City of San Carlos, City of San Mateo, Town of Atherton, City of South San Francisco, City of Menlo Park, City of East Palo Alto, Metropolitan Transportation Commission (MTC), and San Mateo County Transportation Authority (SMCTA) to acknowledge the Smart Corridors Project, agrees to work cooperatively to assist in development of the Smart Corridors project and directs the City Manager to execute said MOU on behalf of the Town of Atherton.

\* \* \* \* \*

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on this 15<sup>th</sup> day of October, 2008, by the following vote:*

*AYES:*  
*NOES:*  
*ABSENT:*  
*ABSTAIN:*

*COUNCIL MEMBERS:*  
*COUNCIL MEMBERS:*  
*COUNCIL MEMBERS:*  
*COUNCIL MEMBERS:*

ATTEST:

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James R. Janz, MAYOR  
TOWN OF ATHERTON

---

Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

---

Marc G. Hynes, City Attorney

**MEMORANDUM OF UNDERSTANDING  
FOR  
SAN MATEO COUNTY  
SMART CORRIDORS PROJECT**

This memorandum of understanding (MOU) by and between the City/ County Association of Governments (C/CAG), Caltrans District 4, County of San Mateo, City of Belmont, City of Burlingame, City of Foster City, City of Millbrae, City of Redwood City, City of San Bruno, City of San Carlos, City of San Mateo, Town of Atherton, City of South San Francisco, City of Menlo Park, City of East Palo Alto, Metropolitan Transportation Commission (MTC), and San Mateo County Transportation Authority (SMCTA), known as “Parties,” is to acknowledge agreement between the agencies for the development of the Smart Corridors Project.

The purpose of this MOU is to acknowledge agreement of all Parties to work cooperatively to develop and implement the Smart Corridors project within the Parties’ jurisdiction. It is solely a guide to the intentions of the participating agencies.

This MOU is only intended to address the general objectives and framework of the Smart Corridors Project. This MOU is not intended to commit any agency to funding, or maintenance and operations responsibilities. It is the intent that the operations and maintenance of the Smart Corridor’s unique equipment will be fully funded by C/CAG and other parties (MTC and Caltrans) with no cost to the participating cities and County.

**Applicability of the Alternative Route**

The alternative routes will only be activated during a major traffic incident on US 101. It is not the intent nor does this document authorize use of the alternate routes for routine congestion management.

Separate future agreements will define and address specifics regarding hardware and software components for installation, information sharing and restrictions, signal and sign control/ location, phase plan initiation and overriding authority, cost sharing, specific maintenance and operation responsibilities, and other related issues.

**Vision and Goal of the Smart Corridors Project**

The Parties agree on the vision and goals articulated in the San Mateo County, Intelligent Transportation Systems, Strategic Plan, 20- Year ITS Strategic Plan.

“improve mobility, improve travel time reliability, and enhance the transportation system safety for all travelers in San Mateo County through the integrated and strategic use of advanced technologies and interagency cooperation”

The Parties agree that this vision will guide the implementation of the Smart Corridors project, guide the development of associated Smart Corridors agreements and, guide any future expansion or revisions to the Smart Corridors infrastructure by any agency.

The Parties also agree that the Smart Corridors project, in concept, will support the following incident management strategies, as described on ITS strategic planning document.

- Provide reliable and timely information to all travelers to support informed decision-making – Installing remote cameras and control systems will provide visual information of real time traffic conditions to assist transportation agencies and Traffic Management Centers in making informed decisions. The Parties will agree upon any information to be released to the public.
- Enhance roadway network operations to ensure safe and reliable travel – Installing new communication and control structures will enhance and expedite traffic communication between jurisdictions, and facilitate the conveyance of reliable alternate route information to the traveling public in the event of a major traffic incident on US 101.
- Enhance the ability to respond to emergencies and incidents to improve safety and reduce impacts to the transportation system – The main focus of the Smart Corridors project is to provide a focused alternate route on appropriate local streets and state highways during major traffic incidents on US 101. Installation of new communication and detection devices are anticipated to facilitate communication between jurisdictions and facilitate conveyance of reliable alternate route information to the traveling public in the event of a major traffic incident on US 101.
- Enhance the efficiency, safety and attractiveness of transit to increase transit mode share – Addressing local congestion on alternate routes during major traffic incidents on US 101, has the potential to benefit transit travel time as it is intended to facilitate overall traffic flow in general.
- Enhance and support interagency operability and coordination to support efficient system management –Implementation of a regional Traffic Management Center serving the Smart Corridors project is expected to directly support communications and coordination among the Parties. The ability of a single entity to activate devices, during a major traffic incidents on US 101, directly supports efficient system management.

The Smart Corridors project directly addresses the following 3 of the 7 goals listed on Incident Management section (Section 9) of the San Mateo County ITS Strategic Plan.

- Develop and implement Countywide Incident Management Plans
- Install CCTV cameras at key locations throughout San Mateo County

- Implement Incident Management Support software to support efficient incident response

## **General Objectives of the Smart Corridors**

The Smart Corridors Project will serve as a vehicle, which allows the Parties to work cooperatively together to promote safe and effective transportation management and operations on local arterials and highways within San Mateo County during major traffic incidents. It is hereby agreed that the Smart Corridors Project will provide participants to this MOU with the following items:

- The ability to quickly identify the location of major traffic incidents in San Mateo County;
- The ability to share real-time traveler information and video among agencies in accordance with individual agency guidelines;
- The ability to share cross-jurisdictional signal timing data and operations to manage non-recurring traffic congestion on El Camino Real and local streets due to major traffic incidents;
- The ability to promote safe and orderly flow of traffic that are diverted due to a major traffic incident through the use of cameras, signal timing, dynamic signs, and other traffic control devices;
- The ability to coordinate and communicate traffic management plans among emergency service providers, cities, the county, state agencies;
- The ability to safely direct the public and emergency responders on local streets and highways during a major traffic incident; and
- The ability to implement proactive traffic management and restore the roadway network to full capacity as soon as possible following a major traffic incident.

The Alternate Routes for Traffic Incident (ARTI) Guide addresses the effects of non-recurring traffic congestion caused by major freeway incidents within San Mateo County. The document identifies emergency alternate routes, establishes general traffic management response guidelines, and facilitates interagency traffic management communication and coordination. The Guide is intended to be a “resource guide” for emergency responders to use concurrently with existing agency procedures, practices, communication structure, and chain of command.

## **General Roles and Responsibilities**

The Parties commit to work together to implement traffic management strategies and alternate routes to mitigate non-recurring traffic congestion on local streets and state highways, utilizing the pre-determined negotiated routes.

When there is a major traffic incident that diverts traffic into their jurisdiction or a nearby jurisdiction, the parties associated with this MOU agree on the following general statements:

- Cooperate with the identification and designation of routes within their jurisdiction for use as alternate routes during major traffic incidents on US 101.
- Collaborate to develop and implement a Smart Corridor in their jurisdiction including the deployment of Smart Corridor devices on the agreed upon Alternate route.
- Provide technical resources to help design and achieve a Smart Corridor that includes their jurisdiction.
- During major traffic incidents, to allow control of the Smart Corridors by the Traffic Management Center.
- During non-incidents, the local segments of the Smart Corridors will be operated and controlled by respective jurisdiction with no limitations. For the conventional state highway segments, pre-approved scenarios for special events can be negotiated between Caltrans and the cities that can then be implemented upon local request.

## **Stakeholders Committee**

- Role – Stakeholder committee will provide technical review of the design, communicate local issues affecting the project, and ensure that the project reflects the needs of the local jurisdictions. The Stakeholder Committee will also provide technical guidance and recommendations to the project consultant.
- Members – The members of the Stakeholders committee will be comprised of technical staff members, with one member representing each of the participating Parties. Each Party will ensure that their representative attends regularly scheduled meetings. Technical staff from jurisdictions not currently funded but who may be affected by future phases of the program and other interested agencies may also be included as members of the Stakeholders committee.

## **Steering Committee**

- Role - Steering Committee will serve as project managers responsible for maintaining high-level support for the Smart Corridors Project and conveying the project status and policy issues to the Parties' governing boards, as necessary. The Steering committee will also resolve administrative issues and disagreements

between the Parties surrounding the design and implementation of the Smart Corridors project. The Steering committee will have the authority to modify this MOU to add new Parties that execute this MOU, as amended and make other minor changes as deemed necessary.

- **Members** – The members of the Steering Committee will consist of executive level staff from the following agencies: San Mateo County Transportation Authority (SMCTA), C/CAG, City of San Mateo, Caltrans District 4 – Operations, MTC – Operations.

### **Term of the MOU**

This MOU is effective until the Smart Corridors is either replaced with another regional communications and/or control system or the regional communication and control system is no longer needed.

### **Parties to the MOU**

Initial Parties to the MOU include all agencies as shown on the signatory page. These agencies are affected by the currently funded project. As the Smart Corridors obtain funding and other jurisdictions are added to the Smart Corridors, it may be advantageous for those additional agencies to become party to the MOU. The participating agencies acknowledge that, upon an amendment to this MOU, additional participating agencies may subsequently join the Smart Corridors and become signatory to this MOU. Amendments to the MOU adding a new agency shall be effective once it is properly executed by the new agency and approved by the Steering Committee on behalf of all other participating agencies.

All jurisdictions along US 101, in the County of San Mateo, that have the potential to be included in the Smart Corridors are included as a signatory to this MOU. Signing of this MOU allows the Smart Corridors Project to be implemented within in the signatory's jurisdiction.

### **Other Agreements**

Future cooperative agreements between certain parties designating responsibilities for design, construction, operations, maintenance, and cost sharing will be negotiated separately and on an as-needed basis.

AGREED AND EXECUTED BY:

\_\_\_\_\_ Date: \_\_\_\_\_  
City of Belmont

\_\_\_\_\_ Date: \_\_\_\_\_  
City of South San Francisco

\_\_\_\_\_ Date: \_\_\_\_\_  
City of Burlingame

\_\_\_\_\_ Date: \_\_\_\_\_  
City of Menlo Park

\_\_\_\_\_ Date: \_\_\_\_\_  
City of Foster City

\_\_\_\_\_ Date: \_\_\_\_\_  
City of East Palo Alto

\_\_\_\_\_ Date: \_\_\_\_\_  
City of Millbrae

\_\_\_\_\_ Date: \_\_\_\_\_  
County of San Mateo

\_\_\_\_\_ Date: \_\_\_\_\_  
City of Redwood City

\_\_\_\_\_ Date: \_\_\_\_\_  
Caltrans District 4

\_\_\_\_\_ Date: \_\_\_\_\_  
City of San Bruno

\_\_\_\_\_ Date: \_\_\_\_\_  
C/CAG

\_\_\_\_\_ Date: \_\_\_\_\_  
City of San Carlos

\_\_\_\_\_ Date: \_\_\_\_\_  
San Mateo County Transportation Authority

\_\_\_\_\_ Date: \_\_\_\_\_  
City of San Mateo

\_\_\_\_\_ Date: \_\_\_\_\_  
Metropolitan Transportation Commission  
(MTC)

\_\_\_\_\_ Date: \_\_\_\_\_  
Town of Atherton



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

**FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF OCTOBER 15, 2008**

**SUBJECT: ADOPTION OF A RESOLUTION AUTHORIZING THE CITY  
MANAGER TO EXECUTE AGREEMENTS WITH CALTRANS FOR  
SAFE ROUTES TO SCHOOL PROGRAM FUNDING PROJECTS**

#### RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute agreements with Caltrans for Safe Routes to School (SR2S and SRTS) funded projects.

#### BACKGROUND:

The Town has been awarded two SR2S grants, one for in-street lighted crosswalks on Valparaiso Avenue at Sacred Heart Schools for \$34,200 and one for sidewalk improvements and a crosswalk on Camino Al Lago at Las Lomitas Elementary School for \$102,600. In order to receive reimbursement under these grants, various funding agreements must be signed by the Town. Caltrans requires a resolution specifically authorizing the City Manager to sign these agreements.

#### FISCAL IMPACT:

There is no fiscal impact of this action.

Prepared by:

Approved by:

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

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Jerome D. Gruber  
City Manager

Attachments: Agreement  
Resolution



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

**FROM:** DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

**DATE:** FOR THE MEETING OF OCTOBER 15, 2008

**SUBJECT:** APPROVAL OF GRANT FUNDING AGREEMENT FOR  
SAFE ROUTES TO SCHOOL GRANT PROJECTS ON  
VALPARAISO AVENUE AT SACRED HEART SCHOOLS  
AND ON CAMINO AL LAGO AT LAS LOMITAS  
ELEMENTARY SCHOOL

#### **RECOMMENDATION:**

Approve accepting the state Safe Routes to School (SR2S) grants for:

- in-street lighted crosswalk on Valparaiso Avenue at Sacred Heart Schools and
- sidewalk improvements and a crosswalk on Camino Al Lago at Las Lomitas Elementary School

Approve Master Administering Agency - State Agreement for State Funded Project No. 00049S and Program Supplement Nos. F12 and F13 to Administering Agency - State Agreement for State Funded Project No. 00049S, and authorize the City Manager to execute the agreement, the two program supplements and all agreements and documents necessary to accomplish the grant purposes.

#### **INTRODUCTION:**

The Town of Atherton submitted two state Safe Routes to School (SR2S) grant application in November 2007. The applications were granted in March 2008 and staff applied for funding allocation in August 2008. Funding allocation and approval to proceed with the projects was received on August 27, 2008.

The state has now submitted a Master Agreement and two Program Supplements that need to be approved and signed by an authorized official. A companion staff report recommends adoption of a resolution designating the City manager to sign all agreements related to the Safe Routes to School grants.

**ANALYSIS:**

These agreements are necessary to receive state SR2S grant funds.

**FISCAL IMPACT:**

There will be no fiscal impact to the Town of Atherton. One grant will provide \$34,200 of the \$38,000 estimated project cost for the Valparaiso Avenue project. Sacred Heart Schools will provide the remaining \$3,800. The other grant will provide \$102,600 of the \$114,000 estimated project cost. The Las Lomitas School District will provide the remaining \$11,400.

Prepared By:

Approved:

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

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Jerome D. Gruber  
City Manager

Attachments: Master Agreement  
Program Supplements (2)

**RESOLUTION 08-**

**AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH CALTRANS FOR SAFE ROUTES TO SCHOOLPROGRAM PROJECTS**

**WHEREAS**, the Town of Atherton is eligible to receive Federal and State funding for certain Transportation Projects through the California Department of Transportation (Caltrans); and

**WHEREAS**, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and Fund Transfer Agreements need to be executed with Caltrans before such funds could be claimed, and;

**WHEREAS**, the Town of Atherton wishes to delegate authorization to execute these agreements and any amendments thereto to the City Manger:

**NOW, THEREFORE, BE IT RESOLVED** by the City Council that the Town of Atherton that the City Manager be authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with Caltrans for Safe Routes to School projects.

\* \* \* \* \*

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on this 15<sup>th</sup> day of October, 2008, by the following vote:*

AYES:                      COUNCIL MEMBERS:  
NOES:                      COUNCIL MEMBERS:  
ABSENT:                    COUNCIL MEMBERS:  
ABSTAIN:                   COUNCIL MEMBERS:

ATTEST:

\_\_\_\_\_  
James R. Janz, MAYOR  
TOWN OF ATHERTON

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

APPROVED AS TO FORM:

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

MASTER AGREEMENT  
ADMINISTERING AGENCY-STATE AGREEMENT FOR  
STATE-FUNDED PROJECTS

04 City of Atherton

-----  
District     Administering Agency

Agreement No. 00049S

This AGREEMENT, is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Atherton, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from either the State Transportation Improvement Program (STIP), or other State-funded programs (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG), for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

## ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation letter designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on-going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of the executed PROGRAM SUPPLEMENT for said PROJECT.
7. Projects allocated with STATE FUNDS from the STIP will be administered in accordance with the current CTC STIP Guidelines, as adopted or amended and in accordance with Chapter 23 of the Local Assistance Program Guidelines (LAPG) published by STATE.
8. Projects allocated with STATE FUNDS not programmed in the STIP will be administered in accordance with the applicable chapter of the LAPG and/or any other instructions published by STATE.
9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering includes actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its sub-contractor engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the Local Assistance Procedures Manual (LAPM) that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its' contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. The Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.
19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.
20. ADMINISTERING AGENCY shall submit PROJECT-specific award information, using Exhibit 23-A of the LAPG, to STATE's District Local Assistance Engineer, within sixty (60) days after contract award. A copy of Exhibit 23-A shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY to: Department of Transportation, Division of Accounting Local Programs Accounting Branch, MS #33, PO Box 942874, Sacramento, California 94274-0001.
21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance Chapters 17 and 19 of the Local Assistance Procedures Manual.
22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.
23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.
24. ADMINISTERING AGENCY shall include in all subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

## ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT, including, but not limited to, being clear as certified or if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

### ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

## ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.
2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed duplicate invoices in arrears for reimbursement of allowable PROJECT costs on a monthly or quarterly progress basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with Chapter 5 of the LAPM.
6. Invoices must have at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. An indirect cost allocation plan and related documentation are to be provided to STATE (Caltrans Audits & Investigations) annually for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. The indirect cost allocation plan must be prepared in accordance with the requirements set forth in Office of Management and Budget Circular A-87 and Chapter 4 of the Local Assistance Procedures Manual.
9. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
10. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with an allocation letter and finance letter. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

11. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

12. ADMINISTERING AGENCY shall use its own non STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

13. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

14. STATE FUNDS allocated from the STIP are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

15. STATE FUNDS encumbered for PROJECT are available for liquidation only for five (5) years from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

16. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

17. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

18. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items and (b) those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. ADMINISTERING AGENCY agrees to comply with the provisions set

forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under OMB Circular A-87, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE.

20. Upon written demand by STATE, any overpayment to ADMINISTERING AGENCY of amounts invoiced to STATE shall be returned to STATE.

21. Should ADMINISTERING AGENCY fail to refund any moneys due STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

22. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 21, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

23. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

## ARTICLE V

### AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. For the purpose of determining compliance with Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable, and other matters connected with the performance and costs of ADMINISTERING AGENCY's contracts with third parties pursuant to Government Code section 8546.7, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to ADMINISTERING AGENCY under any PROGRAM SUPPLEMENT. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions and ADMINISTERING AGENCY shall furnish copies thereof if requested.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of OMB Circular A-133 if it receives a total of \$500,000 or more in STATE FUNDS in a single fiscal year. The STATE FUNDS received under PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning and Research.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY'S annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with OMB Circular A-133.
6. ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with LOCAL ASSISTANCE PROCEDURES.

## ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.
3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.
5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.
6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
7. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT 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 ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer, who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

13. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING

AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

City of Atherton

By \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_

Chief, Office of Project Implementation  
Division of Local Assistance

City of Atherton  
Representative Name & Title  
(Authorized Governing Body Representative)

Date \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, age, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code section 1426 which has become final or has obtained an injunction under Labor Code section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due

or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.



PROGRAM SUPPLEMENT NO. F12  
to  
ADMINISTERING AGENCY-STATE AGREEMENT  
FOR STATE FUNDED PROJECTS NO. 00049S

Date: September 09, 2008  
Location: 04-SM-0-ATN  
Project Number: SR2SL-5261(004)  
E.A. Number: 04-925330  
Locode: 5261

This PROGRAM SUPPLEMENT, effective / / , hereby incorporates into the Administering Agency - State Agreement No. 00049S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of / / and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, it accepts and will comply with the Special Covenants and Remarks set forth on the following pages.

**PROJECT LOCATION:**

North side of Camino Al Lago from Barney Ave. to the entrance of the school parking lot

**TYPE OF WORK:** Construct and improve sidewalks and curb ramps; install crosswalks, signs,

Estimated Cost	State Funds		Matching Funds		
	STATE		LOCAL		OTHER
\$114,000.00		\$102,600.00	\$11,400.00	\$0.00	\$0.00

TOWN OF ATHERTON

STATE OF CALIFORNIA  
Department of Transportation

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Chief, Office of Project Implementation  
Division of Local Assistance

Title \_\_\_\_\_

Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Caleb Kwong Date 9-9-08 \$102,600.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
47	2006	2660-102-042	2006-2007	20.30.010.535	C	262040	042-T	102,600.00

## SPECIAL COVENANTS OR REMARKS

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2.
  1. This Program Supplement Agreement (PSA) is intended for Safe Route to School (SR2S) Program funded with State-only funding. Separate agreements are needed if PROJECT is also funded with any other STATE administered State or Federal funds.
  2. The PROJECT will be administered in accordance with the SR2S Program Guidelines (LPP 02-01 effective March 11, 2002), as approved and amended, and the PROJECT Application.
  3. This PSA allows reimbursement of eligible PROJECT expenditures to the ADMINISTERING AGENCY for which State funds are allocated. The effective State allocation date establishes eligibility for the ADMINISTERING AGENCY to start reimbursable work and seek reimbursement of funds. Any work done prior to the effective allocation date is not eligible for reimbursement from the SR2S funds.
  4. The STATE and ADMINISTERING AGENCY agree that SR2S funds available for reimbursement to the ADMINISTERING AGENCY by the STATE will be limited to the amount allocated and encumbered by the STATE. Any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved Allocation Letter and Finance Letter.
  5. The ADMINISTERING AGENCY agrees to submit to the STATE, Exhibit 24-B "Project Status Report" as required by the SR2S Program Guidelines.
  6. The ADMINISTERING AGENCY agrees to encumber the funds under agreement and award the construction contract by June 30th of the fiscal year in which funds are programmed. For projects unable to meet this deadline, the ADMINISTERING AGENCY may request, in writing, a time extension from the District Local Assistance Engineer (DLAE). A one-time extension, for a maximum period of one year, may be granted by the DLAE. Projects unable to meet

## SPECIAL COVENANTS OR REMARKS

the new deadline may be dropped from the program.

7. The ADMINISTERING AGENCY agrees to provide contract award information to the STATE when submitting first invoice for this PROJECT. Attachment I of this PSA may be used for providing the necessary contract award information.
8. The ADMINISTERING AGENCY agrees to submit the "Report of Expenditures" to the DLAE within six (6) months after the project completion in accordance with Section 17.5 of the Local Assistance Procedures Manual (LAPM).
9. The ADMINISTERING AGENCY agrees to follow all relevant State laws and requirements including the California Environmental Quality Act (CEQA).
3. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with

SR2SL-5261(004)

SPECIAL COVENANTS OR REMARKS

the current Local Assistance Procedures Manual.

**ITEM 25**

**APPEAL REGARDING PLANNING COMMISSION  
DECISION REGARDING 67 MARYMONT AVENUE**

*The appellant has withdrawn the appeal.*

# Jon Venverloh

67 Marymont Avenue ■ Atherton, California 94027 ■ 650-366-1663 ■ venverloh@gmail.com

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Date: October 3, 2008

To: City Clerk  
Town of Atherton

10-03-08P02:02 RCVD

Cc: Lisa Costa-Sanders, Deputy Planner  
Andrea Mardesich, Planner

RE: Withdrawal of Appeal of Conditions attached to Approval of Conditional Use Permit for a  
Basement under an Accessory Structure.  
The Venverloh Residence  
67 Marymont Ave., Atherton, CA  
APN #: 070-021-090

On September 24, 2008 the Planning Commission issued a favorable interpretation that a wing wall connecting the proposed guest house to the proposed garage will meet the conditions of designating the guest house light well as drawn to be on the "interior side" and thus satisfies the requirements of ordinance 17.36.190.

Accordingly, we hereby withdraw our appeal to the Town Council, submitted September 8, 2008, to the Conditions decided by the Planning Commission on August 27, 2008.

Having submitted the appeal fee of \$750, we would be grateful for a refund of the fee.

Thank you.

Warmly,



Jon Venverloh

**ITEM 26**

**TOWN CENTER PROJECT: UPDATE, SURVEY, PUBLIC  
OUTREACH (Oral Report)**

*Survey Attached.*

## **Survey Of Visitors To Atherton's Town Center**

This brief, anonymous form is to gain your feedback after having toured our Town's public services facilities. It will help us think about both priorities and the perceived degree of urgency in preparing to report to Council on the need for additional space for the Town's public services.

**1. Do you now have a better grasp of how and where the Town's services are provided in the spaces used by employees ? (circle one)**

Yes

No

Need to know more

**2 What degree of importance do you place on the need for additional space for the Town's public services facilities ? (circle one)**

Severe

Clearly needed

Needed In Certain Areas

Not needed at all

**3. What is your perception of the priority for creating additional space for the Town's public services facilities ? (please circle one)**

Needed ASAP

Can be Briefly Postponed

Not a Town Priority

**4. IF the decision is made to create additional space for the Town's public services facilities, how willing are you to pay either a special, limited time tax or the debt servicing on a loan or bond for these facilities ? (circle one)**

Will support the Council's decisions after hearings and their deliberations

Not willing to support any new charges for those facilities

**5. If the decision is made to create additional public services facilities, how willing are you to either personally make a tax-deductible contribution or help find private donations for these facilities – or both ? (circle one or more)**