



**AGENDA**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON**  
**CHANNEL DRAINAGE DISTRICT**  
**April 20, 2005**  
**7:00 p.m.**  
**TOWN COUNCIL CHAMBERS**  
94 Ashfield Road  
Atherton, California

**REGULAR MEETING**

- 7:00 P.M.    1.    **PLEDGE OF ALLEGIANCE**
- 7:03 P.M.    2.    **ROLL CALL**            Janz, Marsala, Carlson, Conwell, McKeithen
- 7:05 P.M.    3.    **PRESENTATION**
- Proclamation Declaring April 25 through May 1, 2005, as “West Nile Virus and Mosquito and Vector Control Awareness Week”
- 7:10 P.M.    4.    **COUNCIL REPORTS**
- 7:20 P.M.    5.    **PUBLIC COMMENTS** (only for items which are not on the agenda – limit of three minutes per person)
- 7:30 P.M.    6.    **STAFF REPORTS**
- 7:40 P.M.    7.    **COMMUNITY ORGANIZATION ROUNDTABLE REPORT**  
(Directed by Resolution Nos. 99-6 and 02-31)
- Atherton Arts Committee
- 7:50 P.M.    **CONSENT CALENDAR** (Items 8 - 14)
8.    **APPROVAL OF MINUTES OF SPECIAL AND REGULAR MEETINGS OF MARCH 16, 2005, AND SPECIAL MEETING OF APRIL 5, 2005**
9.    **APPROVAL OF BILLS AND CLAIMS FOR MARCH 2005 IN THE AMOUNT OF \$760,250**

**10. ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR MARCH 2005**

**11. ACCEPTANCE OF WORK AND AUTHORIZATION TO RECORD NOTICE OF COMPLETION FOR THE BARRY LANE BOX CULVERT PROJECT 04-001**

**Recommendation: Accept work and authorize recordation of a notice of completion for the Barry Lane Box Culvert project.**

**12. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BKF ENGINEERS FOR FINAL DESIGN SERVICES FOR THE UPPER ATHERTON CHANNEL REPAIR PROJECT, IN AN AMOUNT NOT TO EXCEED \$98,415 PLUS A TEN PERCENT CONTINGENCY, FOR A TOTAL AUTHORIZATION OF \$108,257**

**Recommendation: Accept the proposal and authorize the Mayor to sign a Professional Services Agreement with BKF Engineers to provide final design services for the Upper Atherton Channel Repair Project in an amount not exceed \$98,415, plus a 10% contingency, for a total authorization of \$108,257.**

**13. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TRIAD/HOLMES ASSOCIATES FOR TOPOGRAPHIC SURVEYING SERVICES FOR THE VALPARAISO AVENUE RECONSTRUCTION PROJECT, IN AN AMOUNT NOT TO EXCEED \$16,600 PLUS A TEN PERCENT CONTINGENCY, FOR A TOTAL AUTHORIZATION OF \$18,260**

**Recommendation: Accept the proposal and authorize the Mayor to sign a Professional Services Agreement with Triad/Holmes Associates to provide surveying services for the subject Valparaiso Avenue Reconstruction Project in an amount not exceed \$16,600.00, plus a 10% contingency, for a total authorization of \$18,260.00.**

**14. AMENDMENT TO AGREEMENT WITH DENISE KUPPERMAN FOR PARK LANDSCAPE MASTER PLAN**

**Recommendation: Approve the attached contract revision to the Holbrook-Palmer Park Landscape Master Plan design services contract with Denise Kupperman, Joan K. Dolan, and Rosalyn Rubesin-Eigler.**

**7:55 P.M.     PUBLIC HEARINGS (Item 15)**

- 15.     FINAL PARCEL MAP – 64 MOULTON AVENUE (Continued from the City Council Meeting of March 16, 2005)**

**Recommendation: Further continuance of the public hearing on the Final Parcel Map at 64 Moulton to the May 18, 2005, City Council meeting.**

**REGULAR AGENDA (Items 16 - 20)**

- 8:00 P.M.     16.     NEXTG FRANCHISE AGREEMENT (Continued from the City Council meeting of March 16, 2005)**

**Recommendation: Consider right-of-way use agreement authorizing NEXTG Networks of California, Inc. to install and maintain micro-cellular optical repeater equipment on facilities in the Town owned by the Town and/or third parties. Authorize the City Manager or designee to take all necessary action to execute the agreement on behalf of the Town.**

- 8:15 P.M.     17.     ANNUAL APPOINTMENT OF COMMISSION / COMMITTEE MEMBERS**

**Recommendation: Accept the recommendation of the City Council Screening Committee to appoint members to Town commissions and committees, and extend the expansion of the Audit Committee to allow for a total of six resident members.**

- 8:40 P.M.     18.     CONSIDERATION OF A RESOLUTION APPROVING THE FOURTH AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN THE TOWN OF ATHERTON AND BFI WASTE SYSTEMS OF NORTH AMERICA, INC. FOR SOLID WASTE, RECYCLABLE MATERIALS, AND PLANT MATERIAL COLLECTION SERVICES**

**Recommendation: Approve the Resolution approving the Fourth Amendment to the Franchise Agreement with BFI Waste Systems.**

- 8:50 P.M.     19.     APPROVAL OF THE PARK LANDSCAPE MASTER PLAN FOR HOLBROOK-PALMER PARK**

**Recommendation: Approve the Landscape Master Plan for Holbrook-Palmer Park prepared by Denise Kupperman, Joan Dolan, and Rosalyn Rubesin-Eigler.**

**9:10 P.M. 20. DISCUSSION AND POSSIBLE ACTION - URGENCY ORDINANCE REGARDING FLOOD ESTATE ARTIFACTS – PUBLIC HEARING**

**Recommendation: Conduct a public hearing to consider adoption of an urgency Ordinance adopting interim regulations requiring a permit to alter artifacts of the Flood Estate as described in Exhibit A attached to the Ordinance. Interim regulations would require a use permit to remove, alter, or demolish any of the items described in Exhibit A. If adoption of the ordinance is desired, read ordinance by title only, waive further reading, and adopt ordinance. (Requires 4/5 vote.)**

**9:20 P.M. 21. PUBLIC COMMENTS**

**9:30 P.M. 22. ADJOURNMENT**

*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's Office at (650) 752-0500. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting. (29CRF35.104 ADA Title II.)

*Please note:*

**No Closed Session is  
scheduled for this meeting.**



**ADJOURN**

**The Special Meeting adjourned at 6:30 p.m.**

**Respectfully submitted,**

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**James H. Robinson**  
**City Manager**

**Minutes Prepared By,**

**Kathi Hamilton**



**DRAFT MINUTES**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON CHANNEL**  
**DRAINAGE DISTRICT**

**March 16, 2005**

**6:00 P.M.**

**Meeting Room**  
**Town Administrative Offices**

91 Ashfield Road  
Atherton, California

**Special Meeting**

The meeting was called to order at 6:10 p.m.

**ROLL CALL**

**PRESENT:** James R. Janz  
Alan B. Carlson  
William R. Conwell  
Charles E. Marsala  
Kathy McKeithen

**PUBLIC COMMENTS**

There were no public comments.

- A. **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION**  
Pending litigation pursuant to Government Code Section 54956.9(a):  
San Mateo County Superior Court Cast No. CIV440523 – Town of  
Atherton v. Vivek Ranadive
- B. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED  
LITIGATION**  
Initiation of litigation pursuant to Government Code Section 54956.9(c):  
1 potential case
- C. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED  
LITIGATION**  
Significant exposure to litigation pursuant to Government Code Section  
54956.9(b):  
1 potential case

**RECONVENE TO OPEN SESSION**

**Report of action taken.**

**City Attorney Marc Hynes reported during open session that no reportable action was taken by Council.**

**ADJOURN**

**The Special Meeting adjourned at 6:50 p.m.**

**Respectfully submitted,**

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**William R. Conwell**  
**Mayor**

**Minutes Prepared by:**

**Kathi Hamilton**



**DRAFT MINUTES**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON CHANNEL**  
**DRAINAGE DISTRICT**  
**MARCH 16, 2005**

**7:00 p.m.**

**TOWN COUNCIL CHAMBERS**

94 Ashfield Road  
Atherton, California

**REGULAR MEETING**

Mayor Conwell called the meeting to order at 7:03 p.m.

1. **PLEDGE OF ALLEGIANCE**

2. **ROLL CALL**

**PRESENT:**            James R. Janz  
                         Charles Marsala  
                         Alan B. Carlson  
                         William R. Conwell  
                         Kathy McKeithen

City Manager Jim Robinson and City Attorney Marc Hynes were also present.

Mayor Conwell sadly reported that longtime Police Department Dispatcher Glenn Blick passed away. Police Chief Bob Brennan noted Mr. Blick succumbed to a short-term illness and had worked for the department for 18 years. He asked that the meeting be adjourned in his memory.

3. **PRESENTATION**

**Housing Endowment and Regional Trust of San Mateo County (HEART)**

Chris Moore, Executive Director of the Housing Endowment and Regional Trust of San Mateo County (HEART), reported on its progress and plans for the future. The median home prices in San Mateo County (the County) increased dramatically over the last decade with demand for housing continuing to outpace the construction of new homes. HEART was developing solutions by funding new construction of housing. Its vision was “housing attainable for all,” and its mission was to raise and distribute funds to meet critical housing needs. Twelve of the 20 cities in the County had joined the Joint Powers Authority (JPA) along with the County. HEART qualified for a \$2 million matching grant from the State of California (the State) that matched \$2 million from the

County. The \$4 million was available for rental housing development. HEART's goal was to raise \$10 million a year enabling it to construct 400 to 500 units a year. Dues from member jurisdictions were \$.30 cents per person of population that helped fund HEART's staffing. All contributions and grants were allocated to the programs. HEART was grateful to the Town of Atherton for its participation and support.

Council Member Janz noted any proposed development would have to be in compliance with the jurisdiction in which the project was to be built. Since there was no multi-family zoning in Atherton, the current program for rental housing would not be compatible. Additionally, the State required an approved Housing Element before a project could be built in a particular town/city.

#### **4. COUNCIL REPORTS**

- Council Member McKeithen noted that all the permits were in regarding the Atherton Upper Channel, and work was scheduled to begin in late spring. She asked whether the lengthy process was typical. Public Works Director Jones responded whenever endangered species were involved in a project, a yearlong process was typical. Council Member McKeithen said the Office of Emergency Services budget meeting was scheduled for April. A special meeting to set the budget was scheduled for 5:00 p.m., March 30, in the Jury Room of San Mateo County, for anyone who wished to attend.
- Council Member Carlson had a follow-up question from the Transportation Committee regarding the intersections of Encinal/Middlefield Road and Oak Grove/ Middlefield Road. Public Works Director Jones had not heard from the City of Menlo Park regarding the status of the grant. The Police Department had surveyed the area in the morning and found queues of 20 cars on Middlefield Road and 12 cars on Encinal. Menlo Park is conducting a study of intersections from Marsh Road to Ringwood. Mayor Conwell asked whether a change had been made with the traffic light at Atherton Avenue and El Camino Real. Public Works Director Jones said a pot hole affected one of the loops which caused the signal to malfunction. Caltrans had changed the timing on the lights. Staff responded to questions regarding parking signs at Menlo College and the Blockbusters' claim that a "No Left Turn" sign caused it to go out of business.
- Vice Mayor Marsala met with the Tennis Committee, a newly reformed subcommittee of the Park and Recreation Commission. Discussions regarding recent grant applications and ways to raise money to redo the tennis courts were productive. The Easter Egg Hunt, sponsored by the Dames, was scheduled for March 26. At the Library meeting he attended, a new online Library was unveiled. The ability to download books to an MP3 player was possible and the service was dubbed, "the 13<sup>th</sup> Branch in San Mateo County." Additional funds were expected to be returned to the Library due to an overpayment of ERAF funds. Some City of Millbrae residents were interested in a book drop, and the JPA agreed to look into it. Council Member Marsala attended a meeting with citizens who would be working on the Parcel Tax election.
- Council Member Janz announced an Association of Bay Area Governments (ABAG) meeting would be held the next evening and he was unable to attend. The

ABAG Annual General Assembly Meeting was scheduled for April 28 at the Palace Hotel in San Francisco where the annual Proposed Budget Work Program was an item of interest. He noted the Caltrain Corridor Subcommittee did not meet in March. Sadly, Caltrain came to the conclusion it was short of money and an emergency budget workshop was held on Monday morning. City Manager Jim Robinson attended and a discussion was held on whether Atherton would have train service at all. A survey was sent to Atherton residents from the Caltrain Corridor Subcommittee that would hopefully determine how important Caltrain service was to the residents of the Town. A Caltrain Corridor Subcommittee meeting was scheduled for April 5, at 7:00 p.m., at Town Hall; on April 7, at 10:00 a.m., the official public hearing would be held for the JPB regarding the budget crises. A final meeting would be scheduled after the public meeting for the results. Three public meetings would be held: one in San Jose, one in San Francisco, and one in San Carlos. City Manager Robinson announced the San Carlos meeting would be held on March 23, at 6:00 p.m., to accept public comments. He stated that possibly from two to four train stations could be closed, Atherton being one. Members of the subcommittee would attend the April 7 meeting to lobby for Atherton.

- Mayor Conwell attended the San Francisco Airport Noise Roundtable meeting and a C/CAG meeting. The Criminal Justice Commission held its annual retreat that day. Additionally, he and Police Chief Brennan attended a presentation at Encinal School.

## 5. PUBLIC COMMENTS

There were no public comments.

## 6. STAFF REPORTS

- City Manager Jim Robinson noted the Caltrain survey was mailed to residents on March 14 and extra copies were available at the back of the Chambers. The Annual recruitment for Committees/Commissions was in progress. Openings were available on the Planning Commission, General Plan Committee, Park and Recreation Commission, Audit Committee, as well as the MidPeninsula Community Media Center. Applications were available on the website under "Town News," at the back of the Chambers, and were due in the City Clerk's Office by April 1. The spring issue of the *Athertonian* would be available by April 15; articles were due by March 21. The Town's ballot measure qualified for the June 7th ballot and was designated Measure W. Atherton was the only Town with a measure on the ballot.
- Police Chief Brennan announced he would play the winner of the Chess Tournament sponsored by the Library in April.
- City Attorney Marc Hynes reported out of the closed session held at 6:10 p.m.

### A. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION Pending litigation pursuant to Government Code Section 54956.9(a): San Mateo County Superior Court Cast No. CIV440523 – Town of Atherton v. Vivek Ranadive

No action was taken.

- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**  
Initiation of litigation pursuant to Government Code Section 54956.9(c):  
1 potential case

No action was taken.

- C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**  
Significant exposure to litigation pursuant to Government Code Section 54956.9(b):  
1 potential case

No action was taken.

The closed session adjourned at 6:50 p.m.

**7. COMMUNITY ORGANIZATION ROUNDTABLE REPORT**

**The Friends of the Atherton Library**

Joan Sanders, President of Friends of the Atherton Library, reported on changes made in the Library. Vicki Johnson from the City of Sunnyvale was appointed as the new Library Director for San Mateo County. Atherton's Head Librarian, Thom Ball, was leaving to become the head of Pacifica's library. The new Librarian for Atherton was Susan Gotz who would be sharing time among Atherton, Portola Valley, and Woodside. Katie Sanderson was the new Director of Circulation for Atherton's Library. Two new Board Members were recruited, Karen Moore and Jan Swanberg. She further reported on upcoming library activities including Friday Night Flicks, a free Ice Cream Social, Chess for Fun, and the children's summer reading program, entitled Super Heroes. Additionally, on May 1, a guitar concert was scheduled.

Mayor Conwell congratulated Dr. Beekley regarding an article he read about the doctor's daughter. Additionally, the article spoke of Dr. Beekley's notable medical career.

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

**MOTION - to approve the Consent Calendar as presented.**

**M/S Carlson/Janz**

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

- 8. APPROVED MINUTES OF SPECIAL AND REGULAR MEETINGS OF FEBRUARY 16, 2005**

9. **APPROVED BILLS AND CLAIMS FOR FEBRUARY 2005 IN THE AMOUNT OF \$632,274**
10. **ACCEPTED OF MONTHLY FINANCIAL REPORT FOR FEBRUARY 2005**
11. **APPROVED INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE TOWN OF ATHERTON AND TIM WULFF FOR PLAN CHECKING SERVICES FOR FISCAL YEAR 2004-05**

**Approved the Independent Contractor Agreement between the Town of Atherton and Tim Wulff for Plan Checking Services for Fiscal Year 2004-2005.**

**PUBLIC HEARINGS (Items 12 - 13)**

12. **CONSIDERATION OF REVISIONS TO ROAD IMPACT FEE AND EXCAVATION FEE – RECOMMENDATION FROM THE FINANCE COMMITTEE AND PUBLIC HEARING**

**Recommendation: Adopt a resolution adjusting existing road impact fees and extending such fees to excavation and grading.**

**A. DISCUSSION AND CONSIDERATION – LANDSCAPE FEE**

**Recommendation: Receive direction from Council on implementing a surcharge on road impact fees related to landscaping and/or grading.**

**Finance Director John Johns presented the staff report. Staff's recommendation was to increase road impact fees from .5 percent of the permitted value of new construction to .71 percent of the permitted value and to implement a new road impact fee of \$22 per cubic yard of earth removed when construction projects involved excavation for basements or other features. Despite the investment the Town put into roads in the past several years, deterioration continued and was directly attributable to the increased load placed on the roads due to heightened construction activity. Substantially more homes were being built with basements. Excavation activity accounted for more wear and tear on the roadways than residential new construction. Staff was being conservative in recommending the \$22 per cubic yard surcharge because the fee was a new fee and staff would prefer to review the effect on the road impact fee in 12 to 24 months.**

**Council Member McKeithen was concerned with not only excavation/off-hauling materials but also with replacing or bringing in materials, citing a large retaining wall project as an example. Language to that effect had not been included.**

**Finance Director Johns replied that staff's approach was to take the road impact fee one step at a time and continue to study projects that dealt with landscaping. Primarily, the intent was to include activities such as building large retaining walls in the base road impact fees. When material was being brought on site for the home itself or ancillary**

structures, costs should be recovered associated with transportation of materials to the jobsite.

Council Member McKeithen agreed delaying the landscaping element made sense because of the unknowns. However, in the case of retaining walls, it was separate from landscaping, and replacement/or excavating large amounts of materials would be known. She preferred to include retaining walls.

Council Member Carlson questioned how the off-hall/excavation fee would be administered.

Finance Director Johns said staff would know what cubic yard of earth was being removed as a result of just looking at the plans.

Council Member Carlson believed if there was a grading plan, the estimate for removing or importing materials would be a simple matter. If the plans included a basement or retaining wall, it would trigger the inquiry for an estimate. He suggested including language in the resolution to the effect that wherever there was an import or export of materials, a fee of \$22 per cubic yard of earth would be imposed.

City Attorney Marc Hynes suggested inserting language to the last paragraph on Page 1 of the resolution that read, *“Excavation surcharges will be placed upon road impact fees in the amount of \$22 per cubic yard of earth excavated and off-hauled from, as well as any earth delivered to, a construction site when the scope of residential construction projects include the excavation, removal, or addition of earth for the construction of basements or other features requiring such excavation and removal of earth.”*

Council Member Carlson moved to include the language in the resolution.

Council discussion continued on methods of calculating the excavation/off-haul or redistribution of material and how the road impact fees would be distributed to areas impacted by the construction.

Public Works Director Duncan Jones noted the Metropolitan Transportation Commission required the Town to update the Pavement Condition Index every two years. Streets with heavy construction activity would be identified.

Council Member Janz pointed out additional areas in the resolution where language was needed to reflect the proposed changes. He also noted the \$22 per cubic yard fee for bringing materials to the site needed supporting data.

Council Member Carlson stated a severability clause could be added and would prevent the resolution from being invalidated. He suggested Council open the public hearing and defer a vote on the item until the end of the meeting to allow the City Attorney to revise the resolution as appropriate.

Mayor Conwell opened the public hearing at 8:07 p.m. No one came forward to speak, and the public hearing was closed.

MOTION – to continue the item to the end of the agenda to be heard after Item No. 19.

M/S Carlson/McKeithen

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

**A. DISCUSSION AND CONSIDERATION – LANDSCAPE FEE**

**Recommendation: Receive direction from Council on implementing a surcharge on road impact fees related to landscaping and/or grading.**

Direction was given to staff to look into what would be included in a Landscape Fee, to be brought back to the Council at a subsequent meeting.

**13. FINAL PARCEL MAP – 64 MOULTON AVENUE**

**Recommendation: Continue the public hearing on the Final Parcel Map at 64 Moulton to the April 20, 2005, City Council meeting.**

City Manager Jim Robinson stated staff was recommending the item be continued to the City Council Meeting of April 20, 2005.

MOTION – to continue the item regarding a Final Parcel Map for 64 Moulton Avenue to the City Council Meeting of April 20, 2005.

M/S McKeithen/Janz

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

**REGULAR AGENDA (Items 14 - 19 )**

**14. ORDINANCE NO. 556 AMENDING ATHERTON MUNICIPAL CODE SECTION 17.20.040 REGARDING THE USE OF THE HETCH-HETCHY PROPERTY FOR SETBACK PURPOSES**

**Recommendation: Hold first reading of Ordinance amending Atherton Municipal Code Section 17.20.040 regarding the use of the Hetch-Hetchy property for setback purposes, and waive reading of Ordinance beyond title.**

City Attorney Marc Hynes presented the staff report. Before the Council was proposed revised language to Section 17.20.040 of the Atherton Municipal Code relative to calculation of setbacks affecting properties bordering the property owned by the City and County of San Francisco (C/CSF) known as Hetch-Hetchy. At the previous meeting, staff was asked to look at the effects on Hetch-Hetchy property of any accessory structures. Building Official Mike Hood reviewed maps of the area and determined only three properties had additional easements other than the 80-foot wide swath that was entirely owned by the C/CSF. As a result, staff recommended that language be added to Section 17.20.040 which stated, *“Provided, however, that no*

*accessory structure may be erected within ten (10) feet of the Hetch-Hetchy property.”* Additionally, an informational piece was recommended to be added to Section 17.036.050 relative to accessory structures that directed readers to Section 17.20.040 to see the restrictions. City Attorney Hynes forwarded a copy of the staff report to Ms. Hazel Brandt, Deputy City Attorney for the C/CSF, and received an email from her noting the C/CSF was pleased with Council’s concern for the issue.

Council Member McKeithen asked whether Building Official Hood looked at the maps or the deeds and how many accessory structures or homes were actually within 10 feet of the property line.

Building Official Hood replied he reviewed the maps and the copies of eight or nine deeds. He did not know how many structures existed near the property line.

City Attorney Hynes noted any existing structures would become legal, nonconforming structures; however, he did not know how many properties would be affected and suggested going back to identify the number.

**MOTION -- to continue the item to allow staff to identify how many properties would be affected by the change in the ordinance.**

**M/S Carlson/McKeithen**

**Ayes: 5 Noes: 0 Absesnt: 0 Abstain: 0**

Council Member McKeithen requested that staff determine what the legal status was, what would become of the legal status, and whether a “grandfathering” clause was required to make something legal.

City Attorney Hynes said if the zoning was being changed and an existing building or structure did not meet the changed zoning, it would be considered legal under the Town’s code.

Steve Nachtsheim, Atherton, asked for clarification regarding the swimming pool on his property since the 80-foot easement ran through his backyard.

City Attorney Hynes stated the pool would become an existing nonconforming use. However, the requirement would mean that no accessory structure could be built on the 10 feet on either side of the Hetch-Hetchy property line.

Marcelo Mottes, Atherton, asked for clarification on legal, nonconforming use. He noted in the past, the C/CSF negotiated with a property owner and compensated the owner for the use when it needed the extra 10 feet.

Dr. Beekley, Atherton, noted in addition to the 80-foot Hetch-Hetchy property, the Town bought 8 to 10 feet of his property to build a sewer line. Giving another 10 feet on each side would mean another 5,000 square feet of unusable land.

After further discussion, Council Member Carlson suggested letting each case come through the Planning Commission and then to the City Council.

City Attorney Hynes said Council had the authority to adopt the ordinance, adopt separate ordinances, handle each property on a case-by-case basis, or do nothing. He advised looking at each property to determine what was involved and then craft language appropriate to the situation.

Parker Willis, Atherton, noted there were consequences when the C/CSF accessed the properties as there was still top soil that had not been replaced since the last time the C/CSF utilized the easement in the 1970s.

Council discussion continued regarding the C/CSF motives for wanting the setback and the merits of allowing each homeowner to negotiate with the C/CSF.

City Attorney Hynes suggested removing the bold language under Section 1: Section 17.20.040, eliminating Section 2: Section 17.36.050, and by doing so, the Council was back to the original ordinance as presented at the City Council meeting of February 16, 2005. If Council approved the suggestion, it would be considered the second reading of the ordinance.

**MOTION – to remove the bold language under Section 1: Section 17.20.040 that stated, “Provided, however, that no accessory structure may be erected within ten (10) feet of the Hetch Hetchy property;” eliminate Section 2: Section 17.36.050; and consider it the second reading of the original Ordinance No. 556 as presented at the City Council meeting of February 16, 2005.**

M/S Carlson/Janz

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

## 15. NEXTG FRANCHISE AGREEMENT

**Recommendation: Consider right-of-way use agreement authorizing NEXTG Networks of California, Inc. to install and maintain micro-cellular optical repeater equipment on facilities in the Town owned by the Town and/or third parties. Authorize the City Manager or designee to take all necessary action to execute the agreement on behalf of the Town.**

City Attorney Marc Hynes presented the staff report. The Town was being approached by NEXTG Networks of California to enter into a franchise agreement that would authorize NEXTG to install and maintain repeater equipment designed to improve cellular telephone usage. Subsequent to the Town receiving the proposed agreement, NEXTG entered into an agreement with the City of San Diego. After securing a copy of that agreement, staff requested NEXTG to include certain elements favorable to the Town. NEXTG agreed except that NEXTG requested extensions of the agreement for 5-year periods.

**Nicole Mason, Government Relations Officer for NEXTG Networks, responded to several questions from the Council. She presented pictures depicting a small box that would attach to existing utility or street light poles, as well as one whip antenna. There were four different types of boxes as described in Exhibit A of the agreement which would be placed no lower than 8 feet from the ground. Given the size of Atherton, an estimate of no more than 10 boxes would be installed, no more than three per square mile. NEXT G was not a cellular phone provider but would be filling in gaps of coverage and augmenting capacity. Before any installation took place, wind and support studies would be performed. Ms. Mason continued that 5 percent of gross revenue was an assumption based on \$500 per pole times 10 poles. The revenue was in addition to the pole rental of \$5,000 based on 10 decorative poles. Five percent of \$5,000 would be \$250 for a total of \$5,250 per year. She said NEXTG was a public utility that had the authority to work in the right-of-way and to attach to P. G. & E. utility poles. NEXTG did not have a right to attach to city/town-owned poles. Ms. Mason further responded that customer's requirements for capacity drove which box was used, as well as which box would be supported by the infrastructure. All equipment was licensed by the Federal Communications Commission (FCC) and had no emissions. All sites were low-powered, approximately 90 to 120 watts. In response to concerns regarding decorative street light poles, Ms. Mason said the Town had full discretion to deny use.**

**After lengthy discussion, staff was asked to review the following in the agreement: 1) the wording in Section 3.1 Attachment to Municipal Facilities, second to last sentence to read, "*Notwithstanding anything to the contrary herein, attachment to Decorative Streetlight Poles shall be fully discretionary and subject to the Town's approval in each instance;*" 2) Section 3.2 Attachment to Third-Party Property needed clarification concerning right to enter the right-of-way; 3) Assignment provision; 4) Insurance; and 5) Omit Section 5.3 Street Furniture Cabinets.**

**MOTION: to adopt right-of-way use agreement authorizing NEXTG Networks of California, Inc. to install and maintain micro-cellular optical repeater equipment on facilities in the Town owned by the Town and/or third parties. Authorize the City Manager or designee to take all necessary action to execute the agreement on behalf of the Town.**

**M/S Marsala/McKeithen**

**Council Member McKeithen believed the best the Town could do was exercise control over the location of the equipment, what type of equipment, and whether the Town was protected from liability.**

**Mayor Conwell noted that San Diego was giving a one 5-year extension option rather than two.**

**Council Member McKeithen requested that the Town grant no more than one 5-year extension.**

**Council Member Carlson did not believe by signing the agreement the Town gained very much control, and the amount of money derived from the project was very small. The Town traditionally maintained a rural atmosphere. He believed the project ran counter to that concept. He would vote against the motion.**

**Council Member Janz said wanted to see a map depicting the dead spots and what problems would be solved for the Town, and perhaps he would be more amenable to approving the agreement.**

**Mr. John Ruggiero, Atherton, questioned how the agreement would affect the poles on Stockbridge in the rear of properties.**

**Ms. Mason said with access to utility easements, the poles would be easily accessed.**

**Mayor Conwell was not interested in pursuing the agreement as he could not see any benefit to the Town of Atherton.**

**Council Member McKeithen seconded the motion in favor previously moved by Council Member Marsala.**

**Council Member McKeithen was not particularly in favor; however, she believed the Town would have some control by making the suggested changes to the agreement.**

**Council Member Marsala noted there were areas of poor cellular phone coverage and that was the benefit for the Town.**

**Council Member Carlson stated that the residents of the Town would not want boxes hanging off poles in the front/back of their homes. He suggested the agreement be referred to the City Attorney to make the suggested changes discussed that evening and returned to the Council for approval.**

**Council Member Janz preferred the boxes be installed on utility poles rather than Town poles. He wanted the agreement to include discretion to do that by removing the provision that said equipment was automatically installed on Town poles if there was a choice.**

**REVISED MOTION: to refer the item to the City Attorney to make suggested revisions to the agreement and to be returned to the City Council for adoption at the April 20, 2005, meeting.**

**Maker and Secunder of the original motion agreed to the revised motion.**

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

**16.    ATHERTON CALTRAIN STATION PARKING LOT FEE ELIMINATION –  
REPORT BACK AFTER SIX MONTH TRIAL PERIOD (Trial period began 10/1/04)**

**Recommendation: Consider a continuation of the free parking and overnight parking at the Caltrain parking lot.**

**City Manager Jim Robinson presented a brief staff report which recommended continuance of the free parking and overnight parking at the Caltrain parking lot indefinitely.**

**Council Member Janz suggested clarifying the long-term parking by adding a requirement to advise the Police Department when parking would be longer than seven days.**

**City Manager Robinson reported that he took a visual view regularly, and 12 to 15 cars a day were parked in the lot months before implementing the policy and during the trial. He did not find a substantial change in parking during the trial period. The real numbers were those who actually get on the train and were being surveyed by Caltrain, not the number of cars in the parking lot.**

**MOTION: to authorize continuation of the free parking and overnight parking at the Caltrain parking lot indefinitely with the addition to notify the Police Department when overnight parking would exceed seven days.**

**M/S McKeithen/Janz**

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

**17. CONSIDERATION OF COUNCIL WRITTEN ARGUMENT IN FAVOR OF JUNE 7, 2005 SPECIAL ELECTION BALLOT MEASURE**

**Recommendation: Consider draft ballot argument, revise if appropriate, and adopt the argument.**

**Mayor Conwell said Council needed to send a message to the voters of Atherton to vote in favor of Measure W, a renewal of the parcel tax.**

**Council discussed the draft arguments presented in the packet and at the meeting and suggested revisions.**

**Phil Lively, Atherton, spoke from the audience and made suggestions.**

**Council continued to discuss and revise the argument. Council Member Carlson read the following argument into the record, "Argument in Favor of Measure W."**

**For more than two decades since enactment of Proposition 13, Atherton's parcel tax has been a critical income source to the Town. Currently \$750 for most parcels of property, and fully tax deductible, it annually raises for the Town approximately \$1.8 million. Unlike other property taxes, of which only 10 percent goes to Atherton, all of the parcel tax goes to the Town. We ask for renewal of Atherton's parcel tax at its present level.**

**Atherton has acted prudently with its residents' tax revenues, and has received four consecutive clean financial audits. Wherever possible, state and federal grants have been sought to supplement Town revenues. Nonetheless, recognizing early the financial crisis enveloping cities state-wide, and faced with increasing costs and shifts of local property taxes to the state, Atherton has made \$1.4 million in budget cuts and adjustments since February 2003. Moreover, in the most recent agreement with employees, no salary increases were given. The Town has continued to reduce staff and outsource work. Atherton has fewer employees today, including in the Police Department, than at any other time in recent years.**

**While a majority of residents supported the parcel tax last November, a two-thirds vote is necessary for passage. Atherton now faces a cumulative \$5.9 million budget deficit by 2009, elimination of nearly all its financial reserves, curtailment of road repair, and further police and other staff reductions. Failure to renew the parcel tax places in jeopardy continued essential city services. These are simply the facts.**

**As The Almanac has editorially observed, while "the town has been managed frugally during the last year," nonetheless "Atherton needs the parcel tax just to keep the doors of local government open."**

**Please support renewal of the parcel tax at its present level and vote Yes for Atherton.**

**MOTION -- Adopt the argument as revised and read into the record by Council Member Carlson.**

**Acting City Clerk Linda Kelly commented that since Council was taking action to adopt the argument at the current meeting, she would make the changes and circulate a copy for Council's signatures.**

**M/S McKeithen/Janz**

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

**18. SELECTION OF A REPRESENTATIVE TO SERVE ON THE BOARD OF THE PENINSULA POLICY PARTNERSHIP**

**Recommendation: Discuss and consider the selection of a Town representative to serve on the Board of the Peninsula Policy Partnership (P<sup>3</sup>) organization.**

**MOTION – to appoint City Manager Jim Robinson as the representative to serve on the Board of the Peninsula Policy Partnership (P<sup>3</sup>) organization.**

**M/S Carlson/McKeithen**

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

**19. CONSIDERATION OF THE ATHERTON HERITAGE ASSOCIATION'S REQUEST REGARDING IDENTIFICATION OF TOWN ARTIFACTS**

**Recommendation: Discuss and consider the Atherton Heritage Association's request to identify and protect heritage artifacts on public and private property.**

Marion Oster, President of the Atherton Heritage Association, reported many Town artifacts were disappearing. Residents and/or contractors were often unaware that artifacts existed on their property and removed them. She suggested the item be brought before the General Plan Committee to discuss and consider a simplified ordinance or way to protect the artifacts as was done with heritage trees.

Council Member McKeithen said in some instances, the property owner might have a right to remove an artifact but could offer it to the Town for relocation.

**MOTION – to refer the item to the General Plan Committee for discussion and consideration to create an ordinance to identify and protect heritage artifacts on public and private property.**

M/S McKeithen/Janz

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

12. *(Continued from earlier in the meeting)* **CONSIDERATION OF REVISIONS TO ROAD IMPACT FEE AND EXCAVATION FEE – RECOMMENDATION FROM THE FINANCE COMMITTEE AND PUBLIC HEARING**

City Attorney Marc Hynes recommended leaving the recitals as they existed and making the following changes to the body of the resolution regarding road impact fees: 1) the first clause remained the same; 2) the second clause would read “Excavation and/or grading surcharges will be placed upon road impact fees in the amount of \$22 per cubic yard of earth excavated and off-hauled from, as well as any earth hauled onto, a construction site when the scope of residential construction projects include the excavation and/or removal from and/or hauling of earth to the construction of basements or other features requiring such excavation and/or removal and/or hauling of earth; 3) the third clause would read, “Road impact fees and excavation and hauling surcharges shall be used to fund roadway projects to maintain and repair local roadways including normal engineering, administrative overhead, and other costs associated therewith. Road impact fees and excavation and hauling surcharges shall be retained in a separate fund with all fund accounting and reporting performed consistent with state law;” 4) The fourth clause would read, “The resolution shall be effective immediately upon adoption; however, the fee established shall become operative 60 days thereafter in accordance with state law. Resolution No. 00-27 is superseded and rescinded as of the operative date of this resolution;” 5) Finally, The City Council declares that it would have passed this Resolution word by word, sentence by sentence, paragraph by paragraph, and section by section, and does hereby declare that any provisions of this Resolution are severable and, if for any reason any word, sentence, paragraph or section of this Resolution shall be held invalid, such decision shall not affect the validity of the remaining parts of this Resolution.”

**MOTION – to adopt the resolution of the City Council of the Town of Atherton adjusting road impact fees to provide for roadway maintenance and repair related to damages caused by construction, excavation, and hauling, as amended.**

**In response to Building Official Hood, City Attorney Hynes clarified in the theoretical case of off-hauling 500 cubic yards from one site and on-hauling to another Atherton site, two impact fees would be charged.**

**M/S McKeithen/Carlson**

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

**20. PUBLIC COMMENTS**

**There were no public comments.**

**ADJOURNMENT**

**The meeting was adjourned in memory of Police Dispatcher Glenn Blick at 10:49 p.m.**

**Respectfully submitted,**

---

**Linda Kelly, Acting City Clerk**

**Minutes Prepared by:**

**Kathi Hamilton**

**TOWN OF ATHERTON**  
**CLAIMS LIST**  
 March 2005

Payroll Checks	5762 - 5890	\$ 30,590
Electronic Transfers		403,350
A/P Checks	19511 - 19539	326,312
<b>TOTAL</b>		<b>\$760,252</b>

I, James H. Robinson, City Manager of the Town of Atherton, do hereby certify under penalty of perjury that the demands listed above, check numbers 5762 - 5890 (payroll) and 19511 - 19539 (accounts payable), and electronic transfers for employees federal payroll taxes and fees, inclusive, amount to \$760,250; are true and correct, and that there are sufficient funds for payment.

\_\_\_\_\_  
 James H. Robinson  
 City Manager

The above claims, check numbers 5762 – 5890 (payroll) and 19511 - 19539 (accounts payable), and electronic transfers for employees federal payroll taxes and fees, inclusive, amount to \$760,250; are true and correct, and are authorized for payment.

\_\_\_\_\_  
 William R. Conwell  
 Mayor, Town of Atherton

**SOURCE OF FUNDS**

<b>101</b>	General Fund	689,691
<b>105</b>	Tennis Fund	105
<b>201</b>	Special Parcel Tax	25,814
<b>202</b>	Transportation	
<b>203</b>	Gas Tax Fund	
<b>210</b>	Road Construction Impact Fees	6,496
<b>211</b>	Park Grants Fund	28,006
<b>213</b>	Library Special Revenue Fund	1,045
<b>401</b>	General Capital Projects	
<b>402</b>	Storm Drainage	
<b>403</b>	Atherton Channel District	1,750
<b>404</b>	Park Playground Improvement	
<b>406</b>	Facilities Construction	
<b>610</b>	Vehicle Replacement	
<b>611</b>	Computer Maint. & Replacement	2,210
<b>612</b>	Administrative Services	3,047
<b>715</b>	Evans Estate	2,086
<b>TOTAL</b>		<b>\$760,252</b>



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JAMES H. ROBINSON, CITY MANAGER**

**FROM: JOHN P. JOHNS, FINANCE DIRECTOR**

**DATE: FOR THE MEETING OF APRIL 20, 2005**

**SUBJECT: MONTHLY FINANCIAL REPORT, MARCH 2005**

#### **RECOMMENDATION:**

Receive the Monthly Financial Report for March 2005.

#### **INTRODUCTION:**

The attached schedules show revenues and expenditures and fund balance for all funds as of March 31, 2005.

#### **HIGHLIGHTS**

General Fund expenditures for the nine months ended March 31, 2005, have amounted to \$5,343,953, or 66% of the \$8,046,585 budgeted for the fiscal year. For the nine months ended March 31, 2005, General Fund revenues amounted to \$5,480,413, or 69% of the \$7,985,565 estimated for the year.

By comparison, General Fund expenditures amounted to 66% of budgeted expenditures for the nine months ended March 31, 2004. Additionally, General Fund revenues amounted to 63% of estimated revenues for the nine months ending March 31, 2004.

**FISCAL IMPACT:**

None

Prepared by:

Approved by:

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John P. Johns  
Finance Director

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James H. Robinson  
City Manager

**TOWN OF ATHERTON**  
**Revenue Summary**  
**For the Month ended March 31st, 2005**

<b>Fund</b>	<b>Revenue Source</b>	<b>2004-05 Estimate</b>	<b>Current Period Revenues</b>	<b>Year to Date Revenues</b>	<b>% Received</b>
	Property Tax	\$ 3,060,517	146,134	\$ 2,208,574	72%
	Sales and Use Tax	169,906	15,770	115,624	68%
	Other Taxes	893,010	71,336	581,035	65%
	Licenses & Permits	1,606,949	138,578	1,261,972	79%
	Fines & Forfeitures	50,000	7,313	33,678	67%
	Revenue from Other Agencies	144,500	614	200,424	139%
	Charges for Services	354,622	15,177	234,875	66%
	Investment & Rental Income	401,900	2,663	158,935	40%
	Other Revenues	3,000	11,978	34,715	1157%
	<b>Total General Fund Revenues</b>	<b>6,684,404</b>	<b>409,563</b>	<b>4,829,832</b>	<b>72%</b>
	Interfund (Operating) Transfers In	1,301,161	-	650,581	50%
<b>101</b>	<b>General Fund Total</b>	<b>7,985,565</b>	<b>409,563</b>	<b>5,480,413</b>	<b>69%</b>
	<b>Special Revenue Funds:</b>				
105	Tennis	7,010	1,550	8,244	118%
201	Special Parcel Tax	1,858,000	95,213	1,214,733	65%
202	Transportation	178,500	20,607	165,690	93%
203	Street Improvement (Gas Tax)	147,000	21,781	131,522	89%
209	Law Enforcement	100,000	-	-	0%
210	Road Construction Impact Fees	400,000	45,295	363,744	91%
211	State Park Grants Fund	220,000	-	54,400	0%
213	Library	200,000	-	14,219	7%
	<b>Total</b>	<b>3,110,510</b>	<b>184,446</b>	<b>1,952,552</b>	<b>63%</b>
	<b>Capital Project Funds:</b>				
401	Capital Improvement	-	-	-	
402	Storm Drainage	-	-	-	
403	Channel Drainage District	48,530	2,096	30,039	62%
404	Park Playground Improvement	-	-	-	0%
405	Middlefield Road Grants	-	-	-	
406	Facilities Construction	-	-	-	
	<b>Total</b>	<b>48,530</b>	<b>2,096</b>	<b>30,039</b>	<b>62%</b>
	<b>Internal Service Funds:</b>				
610	Vehicle Replacement	66,000	-	33,000	50%
611	Information Technology	98,661	-	49,321	50%
612	Administrative Services	285,815	-	150,074	53%
614	Workers Compensation Insurance	-	-	-	
	<b>Total</b>	<b>450,476</b>	<b>-</b>	<b>232,395</b>	<b>52%</b>
	<b>Trust and Agency Funds:</b>				
715	Evans Creative Design	45,150	1,000	4,802	11%
740	Tree Committee	-	-	2,785	
	<b>Total</b>	<b>45,150</b>	<b>1,000</b>	<b>7,587</b>	<b>17%</b>
	<b>Total Revenues</b>	<b>11,640,231</b>	<b>597,105</b>	<b>7,702,986</b>	<b>66%</b>

**TOWN OF ATHERTON**  
**Expenditure Summary**  
**For the Month Ended March 31st, 2005**

<b>Fund</b>	<b>Description Department</b>	<b>2004-05 Budget</b>	<b>Current Period Expenditures</b>	<b>Year to Date Expenditures</b>	<b>% Spent</b>
101	General Fund				
	11 City Council	\$ 20,204	\$ 2,256	\$ 14,592	72%
	12 City Manager	509,226	33,490	374,248	73%
	16 City Attorney	176,228	18,540	101,512	58%
	18 Finance	456,797	41,498	292,176	64%
	25 Building	975,249	38,804	597,471	61%
	40 Police	4,002,909	334,323	2,848,510	71%
	50 Public Works	1,805,972	107,149	1,115,444	62%
	Contingency	100,000	-	-	0%
	Total General Fund Expenditures	<u>8,046,585</u>	<u>576,060</u>	<u>5,343,953</u>	<u>66%</u>
	Interfund (Operating) Transfers Out	-	-	-	0%
101	<b>General Fund Total</b>	<u><b>\$ 8,046,585</b></u>	<u><b>\$ 576,060</b></u>	<u><b>\$ 5,343,953</b></u>	<u><b>66%</b></u>
<b>Special Revenue Funds:</b>					
105	Tennis	-	-	-	
201	Special Parcel Tax	2,591,910	25,814	1,151,507	44%
202	Transportation	211,120	-	25,000	12%
203	Street Improvement (Gas Tax)	147,000	-	137,929	94%
209	Law Enforcement	100,000	10,634	99,352	99%
210	Road Impact Fees	400,000	6,496	218,895	55%
211	State Park Grants	80,000	28,006	35,926	45%
213	Library Fund	-	1,045	17,972	
	Total	<u>3,530,030</u>	<u>71,995</u>	<u>1,686,581</u>	<u>48%</u>
<b>Capital Project Funds:</b>					
401	Capital Improvement	367,902	-	48,925	13%
402	Storm Drainage	21,394	-	2,963	14%
403	Channel Drainage District	48,530	1,750	10,888	22%
404	Park Playground Fund	-	-	-	
405	Middlefield Road Grants	-	-	-	
406	Facilities Construction	-	-	-	
	Total	<u>437,826</u>	<u>1,750</u>	<u>62,776</u>	<u>14%</u>
<b>Internal Service Funds:</b>					
610	Vehicle Replacement	98,853	-	57,189	58%
611	Information Technology	104,625	2,210	18,762	18%
612	Administrative Services	285,815	10,979	215,725	75%
614	Workers Compensation Insurance	-	-	-	
	Total	<u>489,293</u>	<u>13,189</u>	<u>291,676</u>	<u>60%</u>
<b>Trust and Agency Funds:</b>					
715	Evans Creative Design	43,287	2,086	9,514	22%
740	Tree Committee	-	-	-	
	Total	<u>43,287</u>	<u>2,086</u>	<u>9,514</u>	<u>22%</u>
	<b>Total Expenditures</b>	<u><b>12,547,021</b></u>	<u><b>665,080</b></u>	<u><b>7,394,500</b></u>	<u><b>59%</b></u>

**TOWN OF ATHERTON**  
**Budget Summary**  
**Fiscal Year 2004-05**  
**As of March 31st 2005**

<b>Fund</b>	<b>Description</b>	<b>Beginning Fund Balance July 1, 2004</b>	<b>Revenues to Date</b>	<b>Transfers to Date</b>	<b>Expenditures To Date</b>	<b>Ending Fund Balance to Date</b>
101	<b>General Fund</b>	6,060,452	4,829,832	650,581	5,343,953	6,196,912
	<b>Special Revenue Funds:</b>					
105	Tennis	11,867	8,244		-	20,111
201	Special Municipal Tax	963,223	1,214,733		1,151,507	1,026,449
202	Transportation	145,636	165,690		25,000	286,326
203	Street Improvement (Gas Tax)	45,050	131,522		137,929	38,643
209	Law Enforcement	12,174	-		99,352	(87,178)
210	Road Construction Impact Fees	632,420	363,744		218,895	777,269
211	State Park Grants	(5,663)	54,400		35,926	12,811
213	Library Special Revenue Fund	1,075,913	14,219		17,972	1,072,160
	Sub Total	<u>2,880,620</u>	<u>1,952,552</u>	<u>-</u>	<u>1,686,581</u>	<u>3,146,591</u>
	<b>Capital Projects Funds:</b>					
401	Capital Improvement	302,895	-		48,925	253,970
402	Storm Drainage	48,225	-		2,963	45,262
403	Channel Drainage District	404,424	30,039		10,888	423,575
404	Park Playground Improvement	1,309	-		-	1,309
405	Middlefield Road Grants	1,514	-		-	1,514
406	Facilities Construction	65,382	-		-	65,382
	Sub Total	<u>823,749</u>	<u>30,039</u>	<u>-</u>	<u>62,776</u>	<u>791,012</u>
	<b>Internal Service Fund</b>					
610	Vehicle Replacement	449,451	33,000		57,189	425,262
611	Information Technology	106,856	49,321		18,762	137,415
612	Administrative Services	122,618	150,074		215,725	56,967
614	Workers Compensation Insurance	10,871	-		-	10,871
	Sub Total	<u>689,796</u>	<u>232,395</u>	<u>-</u>	<u>291,676</u>	<u>630,515</u>
	<b>Trust and Agency Funds</b>					
715	Evans Creative Design	117,129	4,802		9,514	112,417
740	Tree Committee	1,253	2,785		-	4,038
	Sub Total	<u>118,382</u>	<u>7,587</u>	<u>-</u>	<u>9,514</u>	<u>116,455</u>
	<b>Grand Total</b>	<u>\$ 10,572,999</u>	<u>\$ 7,052,405</u>	<u>\$ 650,581</u>	<u>\$ 7,394,500</u>	<u>\$ 10,881,485</u>



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JAMES H. ROBINSON, CITY MANAGER**

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

**DATE: FOR THE MEETING OF APRIL 20, 2005**

**SUBJECT: ACCEPTANCE OF WORK AND AUTHORIZATION TO RECORD  
NOTICE OF COMPLETION FOR THE BARRY LANE BOX CULVERT  
PROJECT 04-001**

### **RECOMMENDATION**

Pass a motion accepting work and authorizing recordation of a notice of completion for the Barry Lane Box Culvert project.

### **INTRODUCTION**

The Council awarded a contract in July 2004 to Bianchi-Amaker Construction for replacing the box culvert where the Atherton Channel crosses under Barry Lane. The authorized contract amount was \$231,781.95, with a construction contingency in the amount of \$23,178.20 for a total authorization of \$254,960.15. There has been one authorized contract change order and minor quantity changes bringing the total contract amount to \$236,116.06. Work under the contract has been completed.

### **ANALYSIS**

The contract price was based on unit prices. The job went very well, and some of the unit quantities were more than the bid estimate. The final cost for all work totaled \$236,116.06.

### **FISCAL IMPACT**

Funding for this project in the amount of \$210,000 was included in the FY 02/03 budget. A budget augmentation of \$44,960.15 was approved with the award of contract, for a total budget

Staff Report  
April 20, 2005  
Page 2 of 2

of \$254,960.15. The cost of this segment of work is \$236,116.06, less than the augmented budget.

**CONCLUSION:**

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

Prepared By:

Approved:

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

\_\_\_\_\_  
James H. Robinson  
City Manager

Attachment: Notice of Completion  
Certificate of Completion

**RECORD REQUESTED BY:**

**TOWN OF ATHERTON**  
**AND WHEN RECORDED MAIL TO:**

**CITY CLERK, TOWN OF ATHERTON**

**91 ASHFIELD ROAD**  
**(Street Address)**  
**ATHERTON, CALIFORNIA 94027**  
**(City, State and Zip Code)**

No fee pursuant to Government Code Section 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**TOWN OF ATHERTON**  
**NOTICE OF COMPLETION**

**BARRY LANE BOX CULVERT REPLACEMENT**  
**PROJECT NO. 04-001**  
**ATHERTON, CALIFORNIA**

NOTICE IS HEREBY GIVEN THAT Duncan L. Jones, Engineer of Work for the Town of Atherton, County of San Mateo, California, on the 20<sup>th</sup> day of April 2005, did file with the City Clerk of said Town a Certificate of Completion, for the work described in the construction contract awarded to George Bianchi Construction Inc. on the 21<sup>st</sup> day of July, 2004, said contract being executed on the 27<sup>th</sup> day of July, 2004.

That said work and improvements were accepted as completed on the 28<sup>th</sup> day of February, 2005, and that acceptance for completion of said work was ordered by Motion of the City Council of said Town, adopted on the 20<sup>th</sup> day of April 2005, and that the name of the surety on the Contractor's bond for performance, labor and materials on said project is Washington International Insurance Company, 205 East Third Avenue #314, San Mateo, CA 94401.

That said work and improvements consisted of removing the box culvert at the Barry Lane crossing of the Atherton Channel and replacing it with a cast-in-place box culvert, repaving Barry Lane for 132.5 feet over the new box culvert at the Atherton Channel, as described in the plans and specifications approved by the City Council of the Town of Atherton pursuant to motion, adopted the 19<sup>th</sup> day of May 2004.

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

BY: \_\_\_\_\_  
City Engineer  
\_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_  
City Clerk  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
(Date and Place)

\_\_\_\_\_  
(Signature)

# CERTIFICATE OF COMPLETION

## TOWN OF ATHERTON

**PROJECT NAME:** BARRY LANE BOX CULVERT REPLACEMENT  
**PROJECT NUMBER:** PROJECT 04-001  
**LOCATION:** BARRY LANE AT THE ATHERTON CHANNEL

### NOTICE IS HEREBY GIVEN:

1. That on February 28, 2005, the Public Works project known as the Barry Lane Box Culvert Replacement project was completed in accordance with the plans and specifications as required by the Town of Atherton.

2. That the name and address of the party filling this notice is:

Town of Atherton  
91 Ashfield Road  
Atherton, California 94027.

3. That the name and address of the Contractor responsible for the construction of the project is:

George Bianchi Construction, Inc.  
777-A Mabury Road  
San Jose, CA 95133

4. That the name and address of the Contractor's surety is:

Washington International Insurance Company  
205 East Third Avenue - #314  
San Mateo, CA 94401

5. The work consists of removing the box culvert at the Barry Lane crossing of the Atherton Channel and replacing it with a cast-in-place box culvert, repaving Barry Lane for 132.5 feet over the new box culvert at the Atherton Channel, as described in the plans and specifications approved by the City Council of the Town of Atherton pursuant to motion, adopted the 19<sup>th</sup> day of May 2004.

**BY:**

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

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

**ATTEST:**

\_\_\_\_\_  
**Linda Kelly**  
**Acting City Clerk**

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



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JAMES H. ROBINSON, CITY MANAGER**

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

**DATE: FOR THE MEETING OF APRIL 20, 2005**

**SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BKF  
ENGINEERS FOR FINAL DESIGN SERVICES FOR THE UPPER  
ATHERTON CHANNEL REPAIR PROJECT, IN AN AMOUNT NOT TO  
EXCEED \$98,415 PLUS A TEN PERCENT CONTINGENCY, FOR A  
TOTAL AUTHORIZATION OF \$108,257**

### **RECOMMENDATION:**

Accept the proposal and authorize the Mayor to sign a Professional Services Agreement with BKF Engineers to provide final design services for the Upper Atherton Channel Repair Project in an amount not exceed \$98,415, plus a 10% contingency, for a total authorization of \$108,257.

### **INTRODUCTION:**

The BKF Engineer team was selected by a qualifications-based selection in 2002 to prepare the planning study and final design for the Upper Atherton Channel Project. A cost proposal was negotiated to prepare the planning study at that time at a cost of \$72,370. Additional work orders totaling \$38,650 have been authorized over the past three years of work, primarily to deal with the red-legged frogs discovered on the project site, and to prepare and submit environmental documents and permits for the project. This includes two years of frog surveys conducted by H.T. Harvey, the team's biological consultant.

Agreement has been reached with the regulatory agencies regarding the scope and phasing of the project. The permits are expected to be issued within the next few months for the first phase. The design of the first phase of the project will be completed to be ready for construction this summer after the permits are issued. The first phase includes the retaining wall to protect Walsh Road, the shear pin wall to protect Dr. Beekley's property, the energy reduction modifications to the drop structure and the first frog pool immediately downstream from the drop structure.

The Phase 2 project will be permitted when the frogs successfully adapt to the newly constructed pool. At that time, all other frogs will be relocated to the Phase 1 pool and the remaining bank stabilization and frog pools will be constructed.

**ANALYSIS:**

The cost estimate prepared by BKF before discovering the red-legged frogs included \$110,000 for consultant services. A portion of that cost has been expended for CEQA documentation, Regulatory Agency Permitting and Red-Legged Frog Studies (\$38,650). The current proposal includes \$63,938 for the Phase 1 design scope, plus an additional \$29,477 for special design and the monitoring plan required by the regulatory agencies for the red-legged frogs.

While the cost of the actual construction of the project should not increase significantly due to the red-legged frogs, the relocation of the frogs and the daily monitoring will add a premium for biological services during construction. The adopted Capital Improvement Program includes \$390,600 in funding for the design and construction of the Upper Atherton Channel Repair Project. There is currently an additional \$100,000 in the Channel District Fund, and approximately \$50,000 will be added this summer from assessments. Sufficient funds will therefore be available within the Channel District funds to cover the increased design and construction costs due to the red-legged frogs.

Additionally, an application for \$180,000 of Urban Stream Restoration Grant funds has been submitted for Phase 2 of the project. The presence of red-legged frogs on the project improves the chances that the grant funds will be awarded to this project.

**FISCAL IMPACT:**

Staff recommends that a 10% contingency be included in this authorization to account for unanticipated conditions during design and regulatory approval of the final construction plans and monitoring program. The total authorization will be \$108,257. This amount is included within the budget of \$390,600 for the Atherton Channel Repair Project from Channel District funds budgeted for FY 2004-05.

Prepared By:

Approved:

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

---

James H. Robinson  
City Manager

Attachments: Proposal from BKF Engineers

**EXHIBIT 1****UPPER ATHERTON CHANNEL  
Design of Structural Improvements  
Work Plan**

The following is Work Plans 2, 3 and 4 of the Upper Atherton Creek Stabilization project. As a part of Work Plan 1, improvements were identified for improving Creek stability. During the environmental review, red-legged frogs were observed in the project area. The project was delayed to allow U.S. Fish and Wildlife Service (Service) to review project submittals and identify project permit requirements. One requirement from the Service is that construction be phased to reduce impacts on the red-legged frog habitat, and allow frog relocation during the phased project.

The following three Structural Improvements are identified for the Phase 1 of project construction; (1) Walsh Road Retaining Wall, (2) Wine Shed Slope Support, and (3) Drop Structure Extension and associated Red-legged Frog Pond Relocation. Locations are shown on Exhibit 1.

Three Work Plans are provided. The first work plan is for Structural measures and is independent of red-legged frog work. The second work plan includes measures necessary for mitigation, monitoring and design of measures for frog habitat. The third Work Plan is for force account work related to attendance at Public Meetings.

**Work Plan 2 – Structural Improvements, Phase 1 of Creek Improvements****Task 2a: Kickoff Meeting**

The project team will meet once with Town staff, the adjacent property owners, the Town's Atherton Channel Drainage District City Council Subcommittee, San Francisco Water Department and representatives of permitting agencies to establish, (1) design parameters, (2) access criteria, (3) environmental restrictions, (4) work hour restrictions, and (5) other related constraints.

**Task 2b: Geotechnical Evaluation**

Site specific Geotechnical investigations will be conducted at the three project work areas to establish design parameters for the structural analyses. See the attached Scope of Services by Parikh Consultants (Parikh). Note that the second wall referred to in the Geotechnical Scope of Services is the Wine Shed Slope Support.

Milestone: Delivery of Creek Geotechnical Evaluation to Town Engineer.

Task 2c: Survey of Sites

Site specific survey will be conducted of the project work areas. The survey will supplement the site survey conducted during Work Plan 1. Additional survey needs include details where the proposed Walsh Road wall will conform to the existing wall, specific locations for the Wine Shed slope support, and in-Creek conform points for the drop structure.

Milestone: Delivery of Creek survey to Town Engineer.

Task 2d: Layout and Grading Plan

A layout and grading plan will be prepared that incorporates the site survey and the constraints identified by the adjoining property owners. Grading plans will be provided at Walsh Road Retaining Wall, the Drop Structure Extension, including downstream Red-legged Frog pond, and the Wine Shed Slope Support. Construction of the

Milestone: Delivery of 35 Percent Layout to Town Engineer.

Task 2e: Prepare Riparian Revegetation Plans and Specifications

Riparian revegetation plans and specifications will be prepared for the channel slopes adjacent to the Creek improvements.

Task 2f: Structural Plans, Specifications and Calculations

Structural plans, structural specifications and calculations will be prepared for the three project structural improvements. See the attached scope of services by Biggs Cardosa Associates (BCA).

Milestone: Delivery of Structural Plans, specifications and calculations to Town Engineer.

Task 2g: Erosion Control Plan

BKF will prepare erosion control plans for the three site work areas that include Creek bypass facilities.

Task 2h: General Provisions to Specifications

BKF will prepare General Provisions for the project. The General Provisions will include access requirements, work hour limitations, seasonal restrictions, biologic coordination requirements, dewatering requirements, and other site restrictions.

Task 2i: 95 Percent Design

The submittals from Tasks 2b through 2g will be reviewed for consistency. Town comments and consistency revisions will be incorporated into 95 percent construction documents. BKF will attend one meeting to receive comments on the 95 percent submittal.

Task 2j: Final Construction Documents

Comments from Task 2i. will be incorporated into Final Construction Documents. BKF will attend one meeting to present the final product.

### **Work Plan 3 – Red-Legged Frog Habitat**

Task 3a: Survey of Creek

Site specific survey will be conducted of the Red-legged frog pond downstream of the drop structure. The purpose of the survey is to document changes in pond size with the proposed project.

Task 3b: Pond Design for Red-legged Frog

The pond downstream of the drop structure will be modified to meet Service requirements. The pond design will include replanting of the adjacent Creek bank. A plan sheet will be provide that shows planting plans. The red-legged frog pond will include the vortex weir for establishing the Creek invert. Specifications will be provided for construction monitoring and slope planting.

Task 3c: Restoration and Monitoring Plan

A Final Restoration and Monitoring Plan will be prepared for the three project work areas. The scope of services by H.T. Harvey and Associates (HT Harvey) is attached. The Restoration and Monitoring Plan will incorporate the specific construction information developed in the previous tasks.

### **Work Plan 4 – Public Meetings**

Task 4a: Public Meetings

A total of 40 hours is budgeted for attendance at Public Meetings and coordination with neighbors. This time will be at the direction of the City Engineer.

## **Exclusions**

The following items are excluded from BKF's scope of services:

1. Attendance at meetings, except the ones listed under Tasks 2a, 2i, and Task 2j is included in Work Plan 4. Work Plan 4 will be billed on an as-requested basis.
2. Substantial changes to Improvement Plans that are outside the project team's control are excluded. Changes necessary to make corrections and respond to normal review comments are included within the Work Plan.
3. Preparation of any bid documents or bid processing. Construction services will be a separate project phase.
4. The Scope of Services shall be complete following approval of the Final Construction Documents by the Town Engineer. If additional work is requested, including design modifications after plan submission, inspections, or construction administration, this work is excluded from this Scope of Services, but can be provided as an additional service.
5. Payments to the Town for permits are excluded.
6. Depositions and court appearances related to materials presented in this report, if they should be required, will be billed as an additional service at BKF's rate for Expert Witness testimony.

**EXHIBIT 2**

**BKF Engineers**

**Project Name: Upper Atherton Channel - Design of Structural Improvements**

**Project Number:**

**Proposal Number: 20020170**

**3/24/2005**

Task	Personnel Hours by Task											Subtask Cost
	Jan O'Flaherty	Ed Boscacci	Eric Biland	Survey Crew	Office Survey	BKF Cost	Consultant, PARIKH	Consultant, HT HARVEY	Consultant, BCA	Markup	BKF REIMBURSABLE	
<b>Work Plan 2</b>												
2a. Kickoff Meeting		4	8			\$ 1,328						\$ 1,328
2b. Geotechnical Evaluation		2				\$ 252	\$ 17,235			\$ 1,723		\$ 19,210
2c. Survey of Construction Areas			4	12	12	\$ 4,792						\$ 4,792
2d. Layout and Grading Plan		4	40			\$ 4,624		\$ 463 (1)		\$ 46		\$ 5,133
2e. Revegetation						\$ -		\$ 4,905 (1)				\$ 4,905
2f. Structural Plans and Calculations			2			\$ 206			\$ 20,000	\$ 2,000		\$ 22,206
2g. Erosion Control Plan			8			\$ 824						\$ 824
2h. General Provisions to Specifications			4			\$ 412						\$ 412
2i. 95% Submittal		4	16			\$ 2,152						\$ 2,152
2j. Final Construction Documents		4	24			\$ 2,976						\$ 2,976
Subtotal, Work Plan 2						\$ 17,566	\$ 17,235	\$ 5,368	\$ 20,000	\$ 3,770		\$ 63,938
<b>Work Plan 3</b>												
3a. Creek Survey for Pond				6	6	\$ 2,190						\$ 2,190
3b. Pond Design for Red-legged Frogs		4	40			\$ 4,624		\$ 9,078 (1)		\$ 908		\$ 14,609
3c. Restoration and Monitoring Plan			4			\$ 412		\$ 9,700		\$ 970		\$ 11,082
Subtotal, Work Plan 3						\$ 7,226						\$ 27,881
<b>Work Plan 4</b>												
4a. Public Meetings	4	16	20			\$ 4,596						\$ 4,596
Subtotal, Work Plan 4												\$ 4,596
Reimbursables											\$ 2,000	\$ 2,000
<b>Totals, Work Plans 1 through 4</b>	<b>4</b>	<b>38</b>	<b>170</b>	<b>18</b>	<b>18</b>	<b>\$ 29,388</b>	<b>\$ 17,235</b>	<b>\$ 24,145</b>	<b>\$ 20,000</b>	<b>\$ 5,647</b>	<b>\$ 2,000</b>	<b>\$ 98,415</b>
<b>Technical Assignment</b>	Principal	Senior Hydraulic Engineer	Hydraulic Engineer	Survey Crew	Survey Office		Geotechnical Engineering	Biological Assessment	Structural Engineering	Markup	BKF REIMBURSABLE	

(1) From HT Harvey Scope of Services, 75% of Task 3 and %60 of Task 5 are related to Red-legged Frog discovery.





## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JAMES H. ROBINSON, CITY MANAGER**

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

**DATE: FOR THE MEETING OF APRIL 20, 2005**

**SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH  
TRIAD/HOLMES ASSOCIATES FOR TOPOGRAPHIC SURVEYING  
SERVICES FOR THE VALPARAISO AVENUE RECONSTRUCTION  
PROJECT, IN AN AMOUNT NOT TO EXCEED \$16,600.00 PLUS A TEN  
PERCENT CONTINGENCY, FOR A TOTAL AUTHORIZATION OF  
\$18,260.00**

### **RECOMMENDATION:**

Accept the proposal and authorize the Mayor to sign a Professional Services Agreement with Triad/Holmes Associates to provide surveying services for the subject Valparaiso Avenue Reconstruction Project in an amount not exceed \$16,600.00, plus a 10% contingency, for a total authorization of \$18,260.00.

### **INTRODUCTION:**

The Valparaiso Avenue reconstruction project will receive Federal Surface Transportation Program (STP) grant funding for construction in the summer of 2006. Design needs to begin this year to satisfy the schedule of the federal program. This will enable the Town to be prepared to use those funds when they become available.

The need for reconstruction was determined by the Pavement Management Budget Options Report prepared by Engineering Information Services, Inc. dated December 2003. In addition, Valparaiso Avenue has seen rapid deterioration recently due to several large construction projects at Menlo School and the Sacred Heart campus.

The adopted Capital Improvement Program includes funds for street reconstruction that include the current year's projects and surveying and engineering service for future year's projects, including the subject Valparaiso Avenue Reconstruction Project.

**ANALYSIS:**

Staff received proposals from three civil engineering and land surveying firms out of six requests for proposal that were issued. The following is summary of their proposals:

Triad/Holmes Associates	\$16,600.00
CSG Consultants Inc.	\$21,384.00
Kier & Wright	\$25,000.00

The staff recommends that the Triad/Holmes Associates be awarded this surveying contract. Triad/Holmes Associates recently completed surveying services for other Town street reconstruction projects to the satisfaction of staff. Their proposal is based on charging for the work actually performed, with a cap on the total to be paid for surveying services. The hourly rates are standard. If less time is required than estimated, the cost will be less. The cost for surveying can not be more than called for in the proposal unless the Town authorizes additional work.

**FISCAL IMPACT:**

Three proposals were received for the project. Triad/Holmes Associates was equally qualified and the lowest cost at \$16,600.00. Staff recommends that a 10% contingency be included in this authorization to account for unanticipated field conditions. The total authorization will be \$18,260.00. This amount is included within the budget of \$141,620 for Street Reconstruction Projects from Measure A funds budgeted for FY 2004-05.

Prepared By:

Approved:

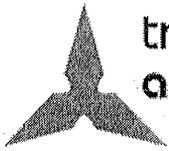
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Duncan L. Jones, P.E.  
Public Works Director

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James H. Robinson  
City Manager

Attachment: Proposal from Triad/Holmes Associates

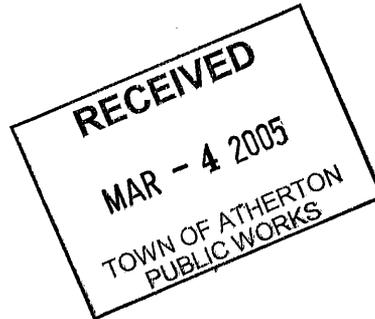


triad/holmes  
associates

civil engineering  
surveying  
public works  
land development

mammoth lakes · bishop · redwood city · napa  
san luis obispo

777 Woodside Road, #2A  
Redwood City, CA 94061  
(650) 366-0216  
(650) 366-0298 Fax  
sf@triadholmes.com



February 22, 2005

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

Fax #: 650-688-6539

**Proposal for Surveying and Mapping**

Project Name: Valparaiso Avenue Reconstruction Project  
Owner: Town of Atherton

Dear: Duncan

Thank you for allowing us to submit this proposal for the surveying and mapping on the above referenced project. Based on the letter we received from you, dated February 14, 2005, we propose the following costs and scope of work.

Our proposed fee for this project on a Lump Sum Basis, per our current wage rate is **\$16 600.**

1. Scope of Work for the following locations:
  - Valparaiso Avenue (northerly portion between El Camino real and Camino Por Arboles)
- 1.1 Establish line and elevation control beyond limits of work that can be used in construction staking.
- 1.2 Locate, identify and tie survey markers found within paved areas with sufficient accuracy to re-establish and file a corner report after reconstruction work is completed.
- 1.3 R/W to R/W section (except for where access blocked by obstacles that are not likely to be removed, such as fences, walls, thick shrubbery, trees, etc.) at 50 feet o.c. and with sufficient information in a cul-de-sac to determine excavation and road section quantities including at minimum the following:

- 1.3.1 From any street and 50 feet from (EP) down all side streets and cul-de-sacs
- 1.3.2 Centerline elevation
- 1.3.3 Elevation of pavement edge (EP)
- 1.3.4 A dirt grade next to EP
- 1.3.5 Shape and location of roadside swales and ditches where they exist
- 1.3.6 Ground elevation at R/W (or obstacles)
- 1.3.7 Centerline of roadways and right-of-way lines on different AutoCAD layers

1.4 Topography, including at a minimum, the following:

- 1.4.1 Scale Mapping: 1" = 20'
- 1.4.2 EP
- 1.4.3 Swales and ditches – flow-lines and edges
- 1.4.4 Culverts (including elevation of ends") and drainage structures, including pipe sizes, invert elevations, v-notch and top elevations
- 1.4.5 Driveway locations and materials
- 1.4.6 Spot elevations at both sides of driveways and hard surface walks where driveways and walks join EP
- 1.4.7 Spot elevations at both sides of driveways and walks at R/W lines or gates
- 1.4.8 Locations and rim or cover elevations of manholes, cleanouts, valve covers, monument covers water meters, etc.
- 1.4.9 Locations of above ground utility facilities
- 1.4.10 Pavement marking locations and layouts
- 1.4.11 Other features which may influence design

1.5 Accuracy required:

- 1.5.1 Horizontal +/- 0.05 feet
- 1.5.2 Vertical +/- 0.02 feet

1.6 Format

- 1.6.1 AutoCAD 2004
- 1.6.2 Section to be plotted at five vertical to one horizontal scale
- 1.6.3 Separate layers for different topographic features and for text related to each

1.7 At the completion of the survey and topographic work, Triad/Holmes Associates will furnish the Town of Atherton with the following products:

- 1.7.1 Two (2) sets of prints of the topographic surveys at a scale of 1" = 2 feet, or other scale requested by the Town on "D-size" (24" X 66") drawing sheets
- 1.7.2 Two (2) sets of cross section at horizontal scale of 1" = 5 feet and vertical scale of 1" = 1 foot, plotted on "D-size" (24" X 66") drawing sheets, or as requested by the Town of Atherton
- 1.7.3 Electronic files of all of the above in AutoCAD 2004 with separate layers for different topographic features and for text related to each

2. General Terms and Conditions

- 2.1 Any re-stake or additional work not stated hereon will be billed on a time and materials basis per our current Fee Schedule.
- 2.2 The contractor shall designate those individuals with authority to request additional work.

2.3 All requests for additional work must be submitted through our designated contact for this project, Mike Nyakina.

If the scope of work described above appears excessive, or deficient, please do not hesitate to call me at (650) 366-0216 for any desired adjustments. Thank you for considering Triad/Holmes Associates for your surveying requirements.

Sincerely,

  
Mike Nyakina  
Triad Holmes & Associates



## Town of Atherton

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JAMES H. ROBINSON, CITY MANAGER**

**DATE: FOR THE MEETING OF APRIL 20, 2005**

**SUBJECT: AMENDMENT TO AGREEMENT WITH DENISE KUPPERMAN FOR  
PARK LANDSCAPE MASTER PLAN**

### **RECOMMENDATION**

That the City Council approve the attached contract revision to the Holbrook Palmer Park Landscape Master Plan design services contract with Denise Kupperman, Joan K. Dolan, and Rosalyn Rubesin-Eigler.

### **BACKGROUND**

Denise Kupperman offered to donate her services for the completion of a Landscape Master Plan for the Holbrook Palmer Park. As part of the offer, Denise requested that she be reimbursed for certain expenses in the amount of \$965.00. It is being requested that the amount of reimbursable expenses be increased to \$1,475.00 to cover the cost of graphic reproductions and supplies that exceed the original estimate .

An amended contract reviewed and approved as to form by the City Attorney is attached .

Attachment 1: Letter from Denise Kupperman Requesting Amendment dated April 1, 2005  
Attachment 2: Original Letter and Contract dated February 4, 2004

**J. K. Dolan, ASLA**  
Landscape · Planning · Design  
12 Garland Place  
Menlo Park, Ca 94025  
650.321.4518

**D. Kupperman, MLA**  
**STUDIO 74**  
Landscape · Planning · Design  
74 Atherton Avenue  
Atherton, Ca 94027  
650.326.1693

**R. Rubesin-Eigler**  
R & D Design  
2100 Redwood Drive  
Santa Cruz, Ca 95060  
831.426.6076

April 1, 2005

Jim Robinson  
City Manager  
Town of Atherton  
91 Ashfield Road  
Atherton, CA 94027

Re: Holbrook-Palmer Park Landscape Master Plan

Dear Jim:

Joan Dolan and I respectfully request revision to our February 4, 2004 contract with the Town of Atherton. The revisions are as follows:

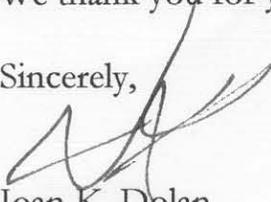
1. Add Rosalyn Rubesin-Eigler as a party to the contract. Rosalyn is and has been an integral member of our team.
2. Increase the estimated reimbursable expenses from \$965.00 to \$1,475.00. The cost of graphic reproductions and supplies exceed our original estimate and we would like to recoup some of the excess expense.

Attached is a copy of the February 4, 2004 contract for your reference.

We thank you for your help and support with this project.

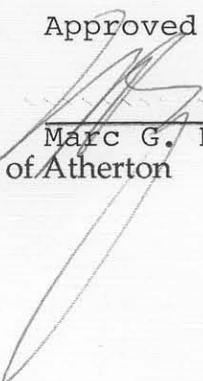
Approved by:

Sincerely,

  
Joan K. Dolan  
Denise Kupperman

~~~~~  
William R. Conwell  
Mayor

Approved as to Form:

  
~~~~~  
Marc G. Hynes, City Attorney

Cc: Mark G. Hynes, City Attorney, Town of Atherton

**STUDIO 74**  
LANDSCAPE ARCHITECTURE  
PLANNING · DESIGN  
74 ATHERTON AVENUE  
ATHERTON, CA 94027  
TEL/FAX: 650 . 326 . 2265

**JOAN K. DOLAN**  
LANDSCAPE ARCHITECTURE  
PLANNING · DESIGN  
12 GARLAND PLACE  
MENLO PARK, CA 94025  
TEL : 650 . 321 . 4518

February 4, 2004

Town of Atherton  
Park and Recreation Commission  
91 Ashfield Road  
Atherton, CA 94027

Re: Holbrook-Palmer Park Landscape Master Plan

To Whom It May Concern:

This proposal outlines our approach to provide landscape design services for the Landscape Master Plan for Holbrook-Palmer Park. The project site is approximately 22 acres. The overall landscape design services to be provided include a schematic Landscape Master Plan and an estimate of costs associated with the implementation of the Landscape Master Plan. The purpose of the Schematic Landscape Master Plan and associated cost estimates is to provide the Town of Atherton a tool with which to make improvements to Holbrook-Palmer Park that will be part of a cohesive design. The Schematic Landscape Master Plan will also provide a tool to determine the priority and timing of future developments in the park. It is not the intent of our landscape design services to provide any construction documents and therefore, all drawings and/or documents are not to be used for construction purposes. Should the Town of Atherton and/or its agents use said documents for construction purposes, Studio 74 and Joan K. Dolan can not be held liable for such use. Any and all documents and/or drawings provided by Studio 74, in conjunction with Joan K. Dolan, may be used for planning purposes by the Town of Atherton but will remain the property of Studio 74 and/or Joan K. Dolan.

Integral to the scope of services is an interactive design process involving collaboration between Studio 74, Joan K. Dolan and the Park and Recreation Commission for the purpose of developing an inspired and cohesive schematic design. It is understood that a design team will be established which will include

Studio 74, Joan K. Dolan and a representative from each of the following community groups will be invited to participate as part of the design team: the Park and Recreation Commission, the Atherton Dames, the Holbrook-Palmer Park Foundation, the Atherton Arts Committee, the Atherton Tree Committee, the Town of Atherton Public Works Department and any other group the Park and Recreation Department warrants necessary to the design process. Studio 74 and Joan K. Dolan will make every effort to complete the work within the time frame of the attached schedule, but do not make any explicit or implied warranties.

## BASIC SCOPE OF SERVICES

### Schematic Design

1. Participation in (5) five design concept sessions with the Design Team to:
  - a) determine the desired usage, requirements and goals for site and art development
  - b) develop and refine a design mission for development of the park spaces.
2. Site visits, as required, to determine the characteristics of the site, existing conditions, use patterns and to identify areas for improvement(s).
3. Analysis of site data, existing studies, surveys, reports, plans and other pertinent information relating, but not limited to geology, soils, demographics, pedestrian and vehicular access, zoning and horticultural conditions.
4. Organize and lead a design workshop "Charette" to include any interested members from the community, as well as other landscape design professionals willing to devote their time on a pro-bono basis.
5. Following the analysis of data and subsequent to the design concept meetings and design workshop "Charette", Studio 74 and Joan K. Dolan will develop and refine a Draft Schematic Design Landscape Master Plan (which may include alternatives) indicating the general concept of site development for the following scope items:
  - a) Location and possible material selections for new and/or improved exterior pedestrian pavements.
  - b) Schematic planting design.
  - c) Location of site and specialty items including, but not limited to, planters, benches, walls, bollards and signage.
  - d) Conceptual grading within scope of landscape design.
  - e) Schematic site lighting layout.

- f) Exterior signage layout.
  - g) Incorporation and layout of art elements, i.e. sculpture(s) and/or water features within the overall site and landscape spaces.
6. Develop Cost Estimate associated with Improvements included in Draft Schematic Landscape Master Plan.
  7. Presentation meeting with Park and Recreation Commission for review and comments on draft plan.
  8. Revised Schematic Design Study Landscape Master Plan and Cost Estimates based on comments from meeting listed as No. 7 above.
  9. Presentation with client and Town of Atherton City Council for review and final comments.
  10. Final revision to Schematic Design Landscape Master Plan and Cost Estimates based on comments from meeting listed as No. 9 above.
  11. Presentation of Schematic Design Landscape Master Plan to Town of Atherton City Council for adoption.

FEE SCHEDULE

The landscape design services for the Schematic Design Landscape Master Plan for Holbrook-Palmer Park are being donated by Studio 74 and Joan K. Dolan. (The value of the donated services do not qualify as a charitable contribution.) The estimated value of the design services for a project of similar scope is approximately \$85,000.00.

The cost of reimbursable expenses, as outlined below, will not be provided on a pro-bono basis, and respectfully request reimbursement for said expenses.

Estimated Reimbursable Costs	<u>\$ 965.00</u>
Total Estimated Cost for Schematic Design Landscape Master Plan	\$ 965.00

The following costs are defined as reimbursable costs:

1. Cost of drawing, xerography, diazo, and photo reproductions of drawings.
2. Cost of delivery and shipping expenses.

3. Photographic services, film and processing.

### ASSUMPTIONS AND EXCLUSIONS TO SCOPE OF BASIC SERVICES

1. The Town of Atherton Public Works Department (to the extent the information is available) shall provide the following information or services as required for performance of the work including: topographic and boundary surveys; legal descriptions of the property; soils testing; infrastructure and base information.
2. Studio 74 and Joan K. Dolan assume no responsibility for the accuracy of such information or services, as listed in 1 above, and shall not be liable for error or omission therein.
3. The following services have been excluded from the proposal: preparation of models; landscape guidelines, detailing of any structures or paving conditions and detailing of planting methods.
4. Special services such as soil testing laboratories will be provided by the Town of Atherton Public Works Department. It is anticipated that the cost of such services would not exceed \$850.00
5. The Park and Recreation Commission and/or Holbrook-Palmer Park Foundation and/or the Town of Atherton will provide refreshments for the design workshop. Various members of the community will be providing their time and efforts at this event.
6. Construction drawings and "as built drawings" are not included in the scope of services.

We are very excited about working on this project and look forward to working with you.

Sincerely,

Denise E. Kupperman  
Principal

Joan K. Dolan  
Principal

Accepted by:



Printed Name:

Kathy McKeithen, Mayor, Town of Atherton

Dated:

May 12, 2004

APPROVED AS TO FORM:

Marc G. Hynes, City Attorney



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JAMES H. ROBINSON, CITY MANAGER**

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

**DATE: FOR THE MEETING OF APRIL 20, 2005**

**SUBJECT: 64 MOULTON AVENUE (APN 061-350-020)  
TENTATIVE AND FINAL PARCEL MAP**

#### **RECOMMENDATION:**

Staff recommends the City Council continue the public hearing to the City Council meeting on May 18, 2005.

#### **INTRODUCTION:**

This item was reviewed by the Planning Commission at its March 23, 2005, meeting. Unfortunately, there was a clerical error on the public notice that invalidated the public hearing. Staff must re-notice the item for a new public hearing at the April 27, 2005, Planning Commission meeting. This item can then be considered by the City Council at its May 18, 2005, meeting.

#### **FORMAL MOTION:**

I move that the City Council continue the public hearing on 64 Moulton Avenue to the May 18, 2005, City Council meeting.

Prepared by:

Approved by:

/s/ Lisa Costa Sanders  
Lisa Costa Sanders  
Deputy Town Planner

\_\_\_\_\_  
James H. Robinson  
City Manager



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JAMES H. ROBINSON, CITY MANAGER**

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

**DATE: FOR THE MEETING OF APRIL 20, 2005**

**SUBJECT: NEXTG FRANCHISE AGREEMENT**

#### **RECOMMENDATION:**

Consider right-of-way use agreement authorizing NEXTG Networks of California, Inc. to install and maintain micro-cellular optical repeater equipment on facilities in the Town owned by the Town and/or third parties. Authorize the City Manager or designee to take all necessary action to execute the agreement on behalf of the Town.

#### **BACKGROUND/ANALYSIS:**

NEXTG, a Delaware corporation, has approached the Town with the request for a non-exclusive franchise to place micro-cellular optical repeater equipment on Town-owned street light poles or other Town-owned structures in the public right-of-way. Permission is also sought to use property owned by third parties (with their consent) for property located in the public right-of-way. Persons who use NEXTG's equipment reportedly receive better cell phone transmissions.

The agreement was presented for review by the City Council at the regular meeting on March 16, 2005. At that time, several issues were raised relative to the franchise agreement. The agreement has been revised in response to these concerns. For ease of reference, the attached agreement has been color coded. Deletions are shown in yellow, additions in green. The "red-lined" program used by NEXTG shows in the right hand margin by black lines. Additions are shown in black underline, deletions in black strike-out. In some cases, the NEXTG computer program has identified "reference source errors," that is, paragraphs identified by number in some part of the agreement which the program does not recognize. These references have been checked and are correct. Accordingly, they have not been color coded. See, for example, paragraphs 5.8, 5.9, 7.1 and 7.2.

A "clean" version of the agreement is also provided to show that formatting errors in the red-lined version are not carried forward (Note signature block on page 12).

The term of the agreement (paragraph 2) has been revised by deleting language on page 3 of the agreement, so as to not allow a second five-year term. The term of the agreement is now 10 years with the possibility of one five-year renewal.

Paragraph 3, Scope of Use, confirms that the agreement covers only RF transport telecommunications services provided by NEXTG. This responds to concerns that NEXTG's business might change as a result of a corporate merger or sale.

Section 3.1 is revised to confirm the Town's control over use of decorative street light poles. The word "reasonable" is deleted.

Section 3.2 is clarified regarding NEXTG's use of third party property. NEXTG must obtain permission from a third-party owner for attachment to the third-party owned structure. Assuming the equipment meets specifications set forth in Exhibit A, Town approval for that equipment in the public right of way on third property would follow.

Section 3.3 has been revised to confirm that the Town has the option to approve attachment to municipal facilities unless it prefers that third party property be used.

Paragraph 5.3 is revised to show that NEXTG will not install above-ground cabinets without written permission from the Town.

**FISCAL IMPACT:**

This agreement should result in a positive cash flow to the Town.

Prepared by:

Approved by:

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Marc G. Hynes  
City Attorney

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James H. Robinson  
City Manager

Attachments:

Color-coded Right-of-Way Use Agreement

"Clean" version of Right-of-Way Use Agreement



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JAMES H. ROBINSON, CITY MANAGER**

**FROM: LINDA KELLY, ASSISTANT TO THE CITY MANAGER/  
ACTING CITY CLERK**

**DATE: FOR THE CITY COUNCIL MEETING OF APRIL 20, 2005**

**SUBJECT: ANNUAL APPOINTMENT OF COMMISSION/COMMITTEE MEMBERS**

#### **RECOMMENDATION:**

Accept the recommendation of the City Council Screening Committee to appoint members to Town commissions and committees, and extend the expansion of the Audit Committee to allow for a total of six resident members.

#### **BACKGROUND:**

Each April, the City Council Screening Committee interviews applicants and makes recommendations to the City Council to fill the vacancies created when terms expire on Town Commissions and Committees. This year, the Screening Committee, consisting of Mayor Bill Conwell and Vice Mayor Charels Marsala, has recommended the residents listed below to fill vacancies that will occur April 30, 2005.

If approved, the following appointments are to commence May 1, 2005:

Audit Committee: (Three-year terms)	Alfred M. Dau Monica Ip
General Plan Committee: (Two-year terms)	James Ransohoff Barbara Shoor

Park and Recreation Commission:  
(Two-year terms for Dames and  
Foundation Representatives)

Etta Mae Bauer  
(Atherton Dames Representative) (reappointment)  
Jim Massey  
(Holbrook-Palmer Recreation Park Foundation  
Representative) (reappointment)

Planning Commission:  
(Four-year term)

Marion E. Oster (reappointment)

Media Center Representative  
(Three-year term)

Michael DiBattista

Regarding the Audit Committee, the City Council originally authorized the creation of the Audit Committee on May 17, 2000, consisting of two Council Members and five resident members. At the City Council meeting of April 21, 2004, the number of resident members was expanded to six on a temporary basis. In order to appoint the two residents currently being recommended by the Screening Committee, Council authorization to extend the expansion of the Audit Committee to six resident members is required.

Prepared by:

Approved by:

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Linda Kelly  
Asstant to the City Manager/  
Acting City Clerk

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James H. Robinson  
City Manager



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JAMES H. ROBINSON, CITY MANAGER**

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

**DATE: FOR THE MEETING OF APRIL 20, 2005**

**SUBJECT: RESOLUTION APPROVING THE FOURTH AMENDMENT TO THE  
FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLABLE  
MATERIALS AND PLANT MATERIALS COLLECTION SERVICES  
BETWEEN THE TOWN OF ATHERTON AND BFI WASTE SYSTEMS OF  
NORTH AMERICA, EXTENDING THE AGREEMENT UNTIL DECEMBER  
31, 2010.**

### RECOMMENDATION:

Staff recommends that the City Council approve the attached Resolution approving the Fourth Amendment to the Franchise Agreement with BFI Waste Systems.

### INTRODUCTION:

Along with all member agencies of the South Bayside Waste Management Authority (SBWMA), the Town entered into the Uniform Franchise Agreement for Solid Waste, Recyclable Materials and Plant Materials Collection Services with BFI Waste Systems of North America, Inc. effective March 1, 2000, with an initial term of seven years (terminating December 31, 2006). Member agencies have since approved three Amendments, the first for on-call cleanups, the second for commercial plant material collection, and the third for commercial organics (food waste) collection.

In order to create an incentive to provide a high level of service, the Franchise Collection Agreement provided for an automatic three-year extension of its term based on BFI's performance related to diversion, liquidated damages, delinquent payments, criminal behavior, customer satisfaction, and the competitiveness of rates charged customers. The SBWMA conducted a Performance Hearing of BFI on November 10, 2004. The Hearing Board found that BFI achieved the above-listed standards, except for the diversion of commercial waste and, in a few instances, the competitiveness of rates. With regard to commercial waste diversion, BFI was able to achieve the diversion standard established for 2000 and 2001 but was not able to achieve the diversion standard

established for 2002 and 2003. BFI substantially complied with five of the six requirements of the Collection Agreement.

**ANALYSIS:**

SBWMA member agencies have the ability to waive BFI's non-performance of any standards, allowing for the automatic three-year extension of the Franchise Collection Agreement. Member agencies also have the option to extend the term beyond this initial extension for a period of one to seven years in increments of at least 12 months. The proposed Fourth Amendment to the Franchise Collection Agreement would grant the initial three-year extension and one additional year, thereby extending the term to December 31, 2010. The SBWMA voted to recommend this four-year extension of the Franchise Collection Agreement to all member agencies.

At the April 5, 2005, Board meeting, the SBWMA voted to enter into a new 15-year Solid Waste Disposal Agreement with BFI for use of Ox Mountain landfill in exchange for a disposal rate decrease of \$12.49 per ton off the ten current rate of \$43.56 (retroactive to January 1, 2005) and a payment of \$11.6 million dollars to the SBWMA over the first three years of the Agreement. At the same meeting, the SBWMA also granted BFI a restated Operating Agreement for the Transfer Station and Recyclery, with a termination date of December 31, 2010. The Disposal Agreement and the payment of the \$11.6 million are dependent on the approval by each member agency of a four-year extension of its Franchise Collection Agreement.

The SBWMA also approved a Resolution directing SBWMA staff to begin planning and work necessary to prepare a request for proposal for solid waste and recycling services to be issued in a timely manner so that a new Agreement for services can commence on January 1, 2011.

The SBWMA Board will soon address the question of how the \$11.6 million payment will be utilized, either for improvement to the SBWMA owned transfer and recycling station, and/or implementation of recycling services to increase diversion of materials from the landfill. Another possibility is that a portion of the payment be allocated to each member agency.

**CONCLUSION:**

The extension of the Collection Agreement is tied to the Disposal Agreement. Staff feels that the reduced disposal rate and the payment of \$11.6 million contained in the Disposal Agreement has a significant financial benefit to the garbage ratepayers in the Town.

**ALTERNATIVES:**

The City Council has the following options relating to the Collection Agreement with BFI:

- The City Council could grant the initial extension of the Collection Agreement though December 31, 2009, and not grant the additional one year;
-

- The City Council could refuse to waive the diversion requirement and the rate comparability requirement and terminate the Collection Agreement effective December 31, 2006.

The two options listed above would jeopardize the SBWMA-wide Disposal Agreement which contains the reduced disposal rate and the payment of \$11.6 million.

**FISCAL IMPACT:**

There are not additional costs associated with the extension of the Collection Agreement. There will be cost savings on the Ox Mountain disposal charges with the new Disposal Agreement.

Prepared By:

Approved:

*/s/ Lisa Costa Sanders*

\_\_\_\_\_  
Lisa Costa Sanders  
Deputy Town Planner

\_\_\_\_\_  
James H. Robinson  
City Manager

Attachments:

1. Resolution
2. Fourth Amendment to Collection Agreement

**RESOLUTION No. 05-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF ATHERTON APPROVING THE FOURTH AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN THE TOWN OF ATHERTON AND BFI WASTE SYSTEMS OF NORTH AMERICA, INC. FOR SOLID WASTE, RECYCLABLE MATERIALS, AND PLANT MATERIALS COLLECTION SERVICES**

WHEREAS, the Franchise Agreement Between the Town of Atherton and BFI Waste Systems of North America, Inc. for solid waste, recyclable materials, and plant materials collection services was approved by the Town of Atherton and became effective on January 1, 2000; and

WHEREAS, the Town of Atherton approved the First Amendment to the Agreement establishing the on-call collection clean-up program; and

WHEREAS, the Town of Atherton approved the Second Amendment to the Agreement establishing the commercial plant material collection program; and

WHEREAS, the Town of Atherton approved the Third Amendment to the Agreement establishing the commercial organics collection program, and

WHEREAS, the South Bayside Waste Management Authority recommends Town of Atherton approve the Fourth Amendment to the Franchise Agreement extending the term of the Agreement through December 31, 2010, as set forth in Exhibit "A" to this Resolution.

NOW, THEREFORE, BE IT RESOLVED that City Council of the Town of Atherton enters into the Fourth Amendment to the Franchise Agreement between Town of Atherton and BFI Waste Systems of North America to extend the term of the Agreement through December 31, 2010.

\* \* \* \* \*

*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 20<sup>th</sup> day of April, 2005, by the following vote:*

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

\_\_\_\_\_  
William R. Conwell, Mayor  
Town of Atherton

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Linda Kelly, Acting City Clerk

/s/ Marc G. Hynes  
Marc G. Hynes, City Attorney

**EXHIBIT "A"**

**Fourth Amendment to the Franchise Agreement between the Town of Atherton and BFI Waste Systems of North America, Inc. for Solid Waste, Recyclable Materials, and Plant Material Collection Services**

This FOURTH AMENDMENT to the Franchise Agreement between the Town of Atherton and BFI Waste Systems of North America, Inc. for Solid Waste, Recyclable Materials, and Plant Material Collection Services (Agreement) of March 1, 2000 is made by and between BFI Waste Systems of North America, Inc. (Contractor) and the Town of Atherton (Agency).

**RECITALS**

Whereas, Agency and Contractor entered into the Agreement; and,

Whereas, the parties contemplated that the Agreement should be extended from December 31, 2006 to December 31, 2009, conditioned on the Agency's affirmative evaluation of the Contractor's performance in certain areas; and,

Whereas, the Agency has found that Contractor's performance has been reviewed and determined to be satisfactory; and,

Whereas, the Agreement contemplated that the Agency may wish to extend the term of the Agreement beyond the December 31, 2009 termination date of the initial contract extension, for a period of one to seven years in increments of at least 12 months; and,

Whereas, the Agency has determined that the benefits offered by the Contractor in exchange for granting its request are in the best interest of the agency and its residents and businesses;

**NOW THEREFORE, BE IT AGREED AS FOLLOWS:**

1. The term of the Agreement shall be extended from December 31, 2006 to December 31, 2009, in accordance with Section 2.04 of the Agreement, in recognition of the Contractor's satisfactory performance with certain exceptions, namely: not having achieved the diversion program guarantees described in Section 4.05.A.1 of the Agreement and not having achieved the comparability for rates described in Section 4.05.C of the Agreement and Agency has agreed to waive Contractor's failure to perform to the above standard established in the Agreement.
2. The term of the Agreement shall be extended an additional 12 months, from December 31, 2009 to December 31, 2010, through the exercise of the Agency's right under Section 2.05 of the Agreement. Any extension of the Agreement thereafter shall be at the sole discretion of the Agency.
3. This agreement shall be effective on the date on which the last of the following agreements is executed.

- a. The Amendment to the Franchise Agreements between the SBWMA Member Agencies and BFI waste Systems of North America, Inc. for solid waste, recyclable materials and plant material collection services extending those agreements to December 31, 2010; and,
- b. Fifteen-year Agreement between the South Bayside Waste Management Authority and Browning-Ferris Industries of California, Inc. for Solid Waste Disposal Services at most-favored disposal rates and with payments by Contractor to the Authority.

4. In all other respects the Agreement shall remain the same.

In witness thereof, the parties hereto have executed this Amendment to the Agreement on the date indicated below.

Dated: \_\_\_\_\_

BFI Waste Systems of North America, Inc.

By: \_\_\_\_\_  
Bill Jones, District Manager

Town of Atherton

By: \_\_\_\_\_  
James H. Robinson, City Manager



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JAMES H. ROBINSON, CITY MANAGER**

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

**DATE: FOR THE MEETING OF APRIL 20, 2005**

**SUBJECT: APPROVAL OF THE PARK LANDSCAPE MASTER PLAN FOR  
HOLBROOK-PALMER PARK**

#### **RECOMMENDATION:**

Recommend approval of the Landscape Master Plan for Holbrook-Palmer Park prepared by Denise Kupperman, Joan Dolan and Rosalyn Rubesin-Eigler.

#### **BACKGROUND:**

Denise Kupperman, Joan Dolan, and Rosalyn Rubesin-Eigler volunteered their time to prepare a Landscape Master Plan for Holbrook-Palmer Park. These are all professional landscape architects. The Master Plan was developed through a series of meetings of the Master Plan Committee, an all-day design charette held at the Carriage House and sponsored by the Atherton Dames, and several iterations of review of the draft plan by the committee, city staff, and the Park and Recreation Commission. The final Draft Schematic Landscape Master Plan was presented to the Park and Recreation Commission at their April 6, 2005, meeting. There were some minor comments and unanimous approval of the Master Plan by the Commission.

#### **ANALYSIS:**

The Schematic Landscape Master Plan for Holbrook-Palmer Park is primarily designed to guide future development of the Park. The Master Plan will serve as a guide for future improvements, including applications for grant funds. The Master Plan includes a Master Tree List that will assist in the placement of new trees from donations and grants. It also shows a few trees that should be removed. Donated Elm trees have already been planted according to the plan, and

additional Elm trees are expected to be donated for use in front of the Main House, possibly as early as this spring.

The Master Plan also includes a page titled "First Steps" that list items that park staff can accomplish in the short term. Upon approval of the Master Plan, staff will proceed with these steps. One early step is to remove the hedge at the fountain at the Main House to make way for the new Elm trees.

**FISCAL IMPACT:**

While the Master Plan contains a cost estimate of \$4,858,000, no funds are being committed by the approval of the Master Plan. In order to be constructed, individual projects shown on the Mater Plan will need to be funded by combinations of grants, donations and Town funds. The extent of Town funding will be determined at the time of the grant applications.

Prepared by:

Approved by:

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

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James H. Robinson  
City Manager

Attachments:

Landscape Master Plan (will be delivered separately to Council members Friday evening)



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL  
JAMES H. ROBINSON, CITY MANAGER**

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

**DATE: FOR THE MEETING OF APRIL 20, 2005**

**SUBJECT: URGENCY ORDINANCE REGARDING FLOOD ESTATE ARTIFACTS**

**RECOMMENDATION:** It is recommended that the City Council conduct a public hearing to consider adoption of the attached ordinance adopting interim regulations requiring a permit to alter artifacts of the Flood Estate as described in Exhibit A attached to the Ordinance. Interim regulations will require use permit to remove, alter, or demolish any of the items described in Exhibit A.

**BACKGROUND:** At the regular meeting of the City Council on March 16, 2005, an inventory of artifacts from the Flood Estate was presented to the City Council, along with the request that the Town consider taking action to protect and preserve these items. The City Council directed the General Plan Committee to study the issue and to make recommendations for the protection and preservation of these items.

**ANALYSIS:** Pending the results of the study, a proposed moratorium requiring a permit prior to the removal, alteration or demolition of any of the items will ensure that the items which are the subject of the study will be protected. Presently, there are no regulations which prohibit removal, alteration or demolition of these items. This could result in the elimination of the very things which are the subject of the study prior to enactment of regulations to protect them.

The interim regulations will achieve the objectives of the General Plan. Section 4.230 relative to open space and conservation policies states in Section 4.232 that: "the Town shall endeavor to protect scenic resources, significant stands of natural vegetation, wildlife habitat, public safety and significant archaeological resources, both publicly and privately held." The Flood Estate artifacts qualify as scenic and archaeological resources.

Analysis, continued:

The Ordinance requires a 4/5ths vote of the Council and will be effective immediately. Under state law, interim regulations initially adopted may extend only for a period of 45 days. State law provides for an extension of interim regulations following a noticed public hearing for an additional period of 10 months and 15 days. An interim ordinance may be extended for an additional 12 months thereafter. Alternatively, the City Council may, by a 4/5ths vote, extend the interim ordinance for 22 months and 15 days, following the initial expiration.

**FISCAL IMPACT:** None.

Prepared by:

Approved by:

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Marc G. Hynes  
City Attorney

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James H. Robinson  
City Manager

Attachments:

ORDINANCE NO. \_\_\_\_\_

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF  
ATHERTON REGULATING ALTERATION OF HISTORIC ARTIFACTS FROM THE  
FORMER FLOOD ESTATE PENDING CONTEMPLATED GENERAL PLAN AND  
ZONING AMENDMENTS RELATING TO SAID ARTIFACTS**

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The City Council of the Town of Atherton does ordain as follows:

**SECTION 1:** The City Council hereby finds and determines that there is a current and immediate threat to the public health, safety, or welfare and that the approval of permits for alterations of artifacts from the former Flood Estate is required to further the purpose and intent of existing General Plan provisions and contemplated General Plan and zoning amendments that the Town's General Plan Committee will be studying related to the protection of artifacts from the former Flood Estate as more completely described below. The City Council finds that said artifacts may be historical resources as envisioned by Section 21084.1 of the Public Resources Code.

**SECTION 2:** The City Council has referred this matter to the General Plan Committee for study further to the Town's conservation policies to protect scenic resources and significant archaeological resources. The Council finds that the time required to review this matter along with the necessary time required for implementation of any amendments to the General Plan and/or Town Zoning Ordinances requires a moratorium prohibiting any uses that may be in conflict with the protections of Flood Estate artifacts envisioned by the proposed amendments under study which will assure appropriate environmental analysis under the provisions of Public Resources Code section 21084.1.

**SECTION 3:** Any of the items described in Exhibit A attached here and incorporated by this reference which are generally referred to as Flood Estate artifacts shall be considered accessory structures and shall not be moved, altered, or demolished without a conditional use permit obtained in compliance with the provisions of Chapter 17.52 of the Atherton Municipal Code, and appropriate environmental analysis pursuant to Public Resources Code Section 21084.1.

**SECTION 4:** This ordinance is categorically exempt from the provisions of Chapter 3 (commencing with Section 21100) of Division 13 of the public Resources Code (California Environmental Quality Act (CEQA)) pursuant to the State CEQA Guidelines Section 15305, minor alterations and land use limitations of the CEQA Guidelines as an action that assures the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

**SECTION 5:** The City Council hereby declares that it would have passed this Ordinance word by word, sentence by sentence, paragraph by paragraph, and section by section, and does hereby declare that any provisions of this Ordinance are severable and, if for any reason any word, sentence, paragraph or section of this Ordinance shall be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

**SECTION 6:** This Ordinance shall be posted in at least three public places according to law and shall take effect and be in force immediately from the date of adoption, for a period of 45 days.

\* \* \* \* \*

*I hereby certify that the foregoing urgency ordinance was adopted at a regular meeting of the City Council of the Town of Atherton held on April 20, 2005, by the following vote:*

<i>AYES:</i>	<i>Councilmembers:</i>
<i>NOES:</i>	<i>Councilmembers:</i>
<i>ABSTAIN:</i>	<i>Councilmembers:</i>
<i>ABSENT:</i>	<i>Councilmembers:</i>

\_\_\_\_\_  
William R. Conwell, Mayor

ATTEST:

\_\_\_\_\_  
Linda Kelly, Acting City Clerk

APPROVED AS TO FORM:

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

Atherton Heritage Association  
91 Ashfield Road  
Atherton, Ca 94027

February 28, 2005

Artifacts in Atherton

On Private Property

197 Glenwood Avenue Fence – On the corner of Middlefield and Glenwood is a fence that came from San Francisco. In 1872 David Colton built a mansion on Nob Hill and in 1877 pictures show this fence around the house. The home was sold in the 1890's to Collis P. Huntington. The iron fence survived the earthquake and fire of 1906 though some parts were destroyed and were replaced. Around 1914 it was dismantled, placed on flat cars, and shipped to Menlo Park (Atherton). The fence was installed around the Walter H. Linforth property. This property also contains the large dining room buffet from the James Flood Estate.

400 Selby Lane --- These were the gates to the Louis and Louise Stern Estate – “Byde-a-Whyle” – built in 1909. The wall and gates are all that remain of the estate

420 Selby Lane – This is the rest of the Stern Estate wall and gates

81 Atherton Avenue – a low stucco, scalloped wall dates from 1904 and was originally part of the property now numbered 44 Inglewood

133 Atherton Avenue – The gates at this address were made in France and were formerly located at the Merrill residence at Washington and Van Ness in San Francisco and date to approximately 1909.

101 Fair Oaks – The gates at this address were formerly the gates to what is now 45 Mt. Vernon.

66 Acacia – part of one of the original Flood Estate street lights with a modern light fixture on it.

127 Catalpa – Part of one of the Flood Estate original street lights with one globe

42 Flood Circle – 2 of the original Flood Estate street lights in perfect condition. There is also the very large, 5 full figure fountain with a 4' deep pond. It was restored in 1989 and the water flows from the urn and cattails.

There were two urns on the property but the owner gave them to a brother in 1975 and they were moved to southern California. The granite base from one of the urns remains in the front of the property.

82 Flood Circle – There is one of the original Flood Estate street lights in perfect condition. There is also a lovely urn from the Flood Estate in the back yard. Inside there are two chandeliers from the estate.

#1 Toyon – two of the original Flood Estate street lights in good condition

51 Laburnum – one of the original Flood Estate street lights in good condition. In the back yard are two large Flood Estate urns.

79 Flood Circle – Part of one of the original Flood Estate street lights

38 Flood Circle – a Carrara marble statue from the Flood Estate. There are also two metal bases that once held the urns that appear at 28 Flood Circle on top of the wall.

48 Linden Avenue – a granite bench from the Flood Estate

55 Flood Circle – wall and steps from the Flood Estate. This wall extends to 43 and 69 Flood Circle. On top of the wall are original urns

43 Flood Circle has one of the original JWFiske urns in the front yard and part of the Flood Estate wall with an original light fixture on it.

#1 Juniper has a large Flood urn in the front yard.

42 Catalpa has a large Flood Estate urn in the front yard.

130 Greenoaks – There are two Flood Estate lamp posts with altered tops. They are in the front yard.

74 Juniper has the concrete bench from the pool of the Flood Estate. It was at this parcel that there the Flood Estate Swimming pool was located.

60 Flood Circle has part of the original concrete wall.

### On Public Property

The Atherton Train Station was built before 1909

The Lindenwood wall and gates at James and Linden Avenues were built around 1908 and are listed as a "point of Historic Interest" for the state of California. They are maintained by the Lindenwood Homes Association.

#1 Flood Circle has a 5 lamp antique lamp connected to the Town's lights.

At Acacia and Flood Circle a 5 lamp antique lamp connected to the Town's lights

At Flood and Juniper – a large bronze statue on a granite base that is maintained by the Lindenwood Homes Association

At Catalpa and Acacia – a large metal urn that is maintained by the LHA

The gates at Lloyd Park on Fair Oaks Lane. – These were built when the Coryell property was developed and there are pineapples on top of the entrance columns.

Maple Manor entrance gates are from the James Leroy Nickel Estate and are now maintained by the Lindenwood Homes Association. There are also 4 brick columns on Oak Grove that belonged to the Nickels and they have decorative gates between them.

Inglewood Drive – There is a cement column that was part of the wall at 81 Atherton Avenue

Stockbridge and Selby at Serrano, Stockbridge and Selby at Austin and Stockbridge at Patricia are six brick columns with lights and street names that marked the streets of the Atherton Oaks subdivision. They are painted white but have not been taken care of.

Gresham Lane – has side entrance fences from the original subdivision. One side has been altered.

Lane Place at Middlefield Road has brick side entrance fences from the subdivision.

Jennings Lane at Middlefield Road has brick side entrance fences from the subdivision

The "Diana" Statue in Holbrook Palmer Park was restored and is from the Holbrook Palmer Estate.

The small white fountain at Holbrook Palmer Park is from the Estate

There is a cement column from the Holbrook Palmer Estate

There are sofas and chairs from the HP Estate that need to be restored and placed in the Main House. Mirrors also

In the Carriage House at Holbrook Palmer Park is a very large mirror from the James Flood Estate. It was given back to the Town by the City of Menlo Park and installed in the Carriage House by the Lindenwood Homes Association.