



AGENDA
Town of Atherton
CITY COUNCIL/ATHERTON CHANNEL
DRAINAGE DISTRICT

July, 20, 2005

6:00 p.m.

Meeting Room
Town Administrative Offices

91 Ashfield Road
Atherton, California

Special Meeting

6:00 P.M. ROLL CALL Janz, Marsala, Carlson, Conwell, McKeithen

6:02 P.M. PUBLIC COMMENTS

6:05 P.M. CLOSED SESSION

6:05 P.M. A. CONFERENCE WITH LABOR NEGOTIATOR – Labor negotiations pursuant to Government Code Section 54957.6

Agency Negotiators: James H. Robinson, City Manager; Craig Jory, Jory HR

Employee Organization: Atherton Police Officers Association (APOA)

Agency Negotiator: James H. Robinson, City Manager

Employee Organization: Teamsters Local Union 856

Non-management Miscellaneous Employees

Agency Negotiator: James H. Robinson, City Manager

Employee Organization: Management Employees

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

1 potential case

**C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957.6 (f)**

- 1. City Attorney**
- 2. City Manager**

RECONVENE TO OPEN SESSION

Report of action taken.

ADJOURN

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☛ Please contact the City Clerk's Office at 650.752.0500 with any questions*

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



AGENDA
Town of Atherton
CITY COUNCIL/ATHERTON
CHANNEL DRAINAGE DISTRICT
July 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. **PRESENTATIONS**
- 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)

San Mateo County Mosquito Abatement District

- 7:50 P.M. **CONSENT CALENDAR** (Items 8 - 21)

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

8. **APPROVAL OF MINUTES OF REGULAR AND SPECIAL MEETINGS OF JUNE 15, 2005**
9. **APPROVAL OF BILLS AND CLAIMS FOR JUNE 2005 IN THE AMOUNT OF \$603,210**
10. **ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR JUNE 2005**

11. APPROVAL OF FISCAL YEAR 2005-06 INVESTMENT POLICY
12. ADOPTION OF A RESOLUTION TO APPROVE AN ADJUSTMENT TO BFI FRANCHISE FEES

Recommendation: Adopt the resolution increasing BFI franchise fees for refuse collection and disposal services from 5% to 10% of the franchisee's gross receipts.

13. APPROVAL OF AN AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES BETWEEN THE TOWN OF ATHERTON AND THE CITY OF PALO ALTO FOR FISCAL YEARS 2005-06 AND 2006-07

Recommendation: Approve the Agreement between the Town of Atherton and the City of Palo Alto for Information Technology Services for the period of July 1, 2005 through June 30, 2007, and authorize the Mayor to sign the agreement on behalf of the Town.

14. AWARD OF CONTRACT – STREET RECONSTRUCTION PROJECT, PHASE 2, PROJECT NO. 04-002

Recommendation: Award the contract for Street Reconstruction Project, Phase 2, Project No. 04-002 to the low bidder as determined by the July 19 bids, for an amount to be determined by Council based on the bid results, and authorize the Mayor to sign the contract on behalf of the Town.

15. AWARD OF CONTRACT – CAPE SEAL AND SLURRY SEAL PROJECT, PROJECT NO. 04-005

Recommendation: Award the contract for the Cape Seal and Slurry Seal Project, Project No. 04-005 to Graham Contractors, Inc., the low bidder on the June 28, 2005, bids, for \$255,527.35, and to authorize the Mayor to sign the contract on behalf of the Town.

16. AWARD OF CONTRACT - THE UPPER ATHERTON CHANNEL REPAIR PROJECT, PHASE 1, PROJECT NO. 04-007

Recommendation: Award the contract for the Upper Atherton Channel Repair Project, Phase 1, Project No. 04-007 as determined by the July 19 bids, for an amount to be determined by Council based on the bid results, and authorize the Mayor to sign the contract on behalf of the Town.

17. **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH H. T. HARVEY & ASSOCIATES FOR BIOLOGICAL CONSTRUCTION MONITORING SERVICES FOR THE UPPER ATHERTON CHANNEL REPAIR PROJECT IN AN AMOUNT NOT TO EXCEED \$32,531, PLUS A 10% CONTINGENCY, FOR A TOTAL AUTHORIZATION OF \$35,784.**

Recommendation: Approve the proposal and authorize the Mayor to sign a Professional Services Agreement with H. T. Harvey & Associates, Ecological Consultants, to provide biological construction monitoring services for the Upper Atherton Channel Repair Project .

18. **APPROVAL OF INCORPORATION OF THE LANDSCAPE MASTER PLAN AS AN ELEMENT OF THE STRATEGIC PARK AND RECREATION PLAN**

Recommendation: Adopt a revised Strategic Park and Recreation Plan based on the Park and Recreation Commission recommendation of July 6, 2005, to incorporate the Landscape Master Plan as an element of the Strategic Park and Recreation Plan.

19. **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BKF ENGINEERS FOR CONSTRUCTION SUPPORT SERVICES FOR THE UPPER ATHERTON CHANNEL REPAIR PROJECT IN AN AMOUNT NOT TO EXCEED \$20,000.**

Recommendation: Approve the proposal and authorize the Mayor to sign a Professional Services Agreement with BKF Engineers to provide construction support services for the Upper Atherton Channel Repair Project in an amount not exceed \$20,000.

20. **APPROVAL OF RENEWAL OF INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE TOWN OF ATHERTON AND T.C. BEIER, KCL ASSOCIATES, INC., FOR BUILDING INSPECTION SERVICES FOR FISCAL YEAR 2005-06**

Recommendation: Approve the renewal of Independent Contractor Agreement between the Town of Atherton and T.C. Beier, KCL Associates, Inc., for Building Inspection Services for Fiscal Year 2005-06.

21. **APPROVAL OF RENEWAL OF INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE TOWN OF ATHERTON AND TIM WULFF FOR PLAN CHECKING SERVICES FOR FISCAL YEAR 2005-06**

Recommendation: Approve the renewal of Independent Contractor Agreement between the Town of Atherton and Tim Wulff for Plan Checking Services for Fiscal Year 2005-06.

8:00 P.M. PUBLIC HEARINGS (Item 22)

22. **CONSIDERATION OF AN ORDINANCE AMENDING SPECIAL EVENT REQUIREMENTS**

Recommendation: Open public hearing, hear testimony, and close the public hearing. Introduce an ordinance repealing Chapter 8.52 and adding Chapter 17.38 of the Atherton Municipal Code which contains the Special Event requirements.

REGULAR AGENDA (Items 23-25)

- 8:30 P.M. 23. DISCUSSION AND POSSIBLE DIRECTION TO STAFF RELATED TO MENLO COLLEGE FIELD USE ISSUES**

- 9:00 P.M. 24. CONSIDERATION OF DESIGNATING A VOTING DELEGATE AND ALTERNATE FOR THE 2005 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE**

Recommendation: That Council designates a voting delegate and an alternate to the League of California Cities Annual Conference and the Annual Business Meeting to be held in San Francisco from October 6 through October 8, 2005.

- 9:10 P.M. 25. CONSIDERATION OF CANCELLATION OF THE REGULAR CITY COUNCIL MEETING OF AUGUST 17, 2005**

- 9:15 P.M. 26. PUBLIC COMMENTS**

- 9:20 P.M. 27. ADJOURNMENT**

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

June 15, 2005

6:00 p.m.

Meeting Room
Town Administrative Offices

91 Ashfield Road
Atherton, California

Special Meeting

The meeting was called to order at 6:05 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.

CLOSED SESSION

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

Agency Negotiator: James H. Robinson, City Manager
Employee Organization: Atherton Police Officers Association (APOA)

RECONVENE TO OPEN SESSION

Report of action taken.

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

ADJOURN

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

Respectfully submitted,

William R. Conwell
Mayor

Minutes Prepared by:

Kathi Hamilton



DRAFT MINUTES
Town of Atherton
CITY COUNCIL/ATHERTON
CHANNEL DRAINAGE DISTRICT
June 15, 2005
7:00 p.m.
TOWN COUNCIL CHAMBERS
94 Ashfield Road
Atherton, California

REGULAR MEETING

Mayor Conwell called the meeting to order at 7:06 p.m.

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**

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

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

3. **PRESENTATIONS**

Town-Wide Historical Inventory by Laura Jones

Laura Jones, Historical Consultant and Stanford University Archeologist, introduced her associate, Julie Cane, who would be performing most of the archival work related to the artifact inventory. Ms. Jones reviewed the process by which artifacts would be identified, documented, and evaluated and responded to Council's questions.

William Grindley, Atherton, requested to be part of the community volunteers who would assist in the process.

Mr. Rasmussen, Atherton, requested to be part of the community volunteers who would assist in the process.

Mayor Conwell presented a Certificate of Appreciation to Bob Jenkins for his service on the Audit Committee.

Council Member McKeithen thanked everyone who worked on the successful Measure “W” campaign.

4. COUNCIL REPORTS

- Council Member Janz said a design contract had been awarded for the Menlo-Atherton High School’s Performing Arts Center and noted no one from the Atherton City Council was asked to participate on the design jury. Mayor Conwell and City Manager Jim Robinson were trying to establish better communications with the school. As a result of meetings with the San Mateo County representatives of the Caltrain Joint Powers Board, weekend service for the Atherton Station had been reinstated in the new schedule effective August 1, 2005. The Transportation Authority approved \$3.95 million in funds for the design and construction to make Atherton a non-holdout station. The proposed shuttle program would operate Monday through Friday for 6 hours a day, 3 hours in the morning and 3 hours in the evening. Both Redwood City and Menlo Park were discussed as shuttle destinations. On June 6, 2005, Mike Scanlon, Director of Caltrain and SamTrans; Transit Authority staff; and Supervisor Jerry Hill invited representatives from various cities on the Peninsula and the San Mateo County Economic Development Authority to discuss the concept of marketing the Peninsula as a separate entity from Silicon Valley/San Jose and San Francisco.
- Vice Mayor Marsala was concerned regarding the impacts of the new Performing Arts Center at Menlo-Atherton High School. City Manager Jim Robinson spoke to the Superintendent of the Sequoia Union High School District who said the process would take 2-1/2 years from design to finish and indicated a willingness for Atherton to be a participant in the process. Deputy Town Planner Lisa Costa Sanders said the recommendation from the General Plan Committee was that special events at school facilities continue to be exempt from the Special Events Ordinance and that guidelines be established to require a Special Events permit when a non-school event occurred outside of the guidelines. Vice Mayor Marsala noted the Tennis Committee was holding a fundraiser mixer Thursday, June 23, 2005. He thanked Marion Oster, Bob Huber, and Phil Lively for the success of Measure W. He participated in the DARE Program Graduation for Sacred Heart School where 40-50 students received their certificates. Vice Mayor Marsala presented the State of Town Address for the Atherton Civic Interest League (ACIL) and recorded it for the cable channel. He noted Los Altos Hills would be dedicating its new Town Hall the next evening.
- Council Member Carlson added his appreciation to all those who contributed to the success of Measure W.
- Council Member McKeithen was pleased to announce Phase I of the Upper Atherton Channel work would begin at the end of summer. She also participated in the DARE Program Graduation. She noted the Transportation Committee meeting was scheduled for July 12, 2005, and a Finance Committee meeting would be scheduled in the near future.

- **Mayor Conwell attended the final meeting of the San Mateo County Criminal Justice Commission where it was decided that the annual awards dinner would still be held in the fall. The San Francisco Airport Roundtable meeting was scheduled for June 21, 2005. Area mayors, as well as members of the FAA, were convening to discuss the ongoing issue of airplane noise. Mayor Conwell and Police Chief Bob Brennan attended the Excellence in Education Awards for Menlo Park School District. Additionally, he spoke to students at Los Lomitas School. Mayor Conwell attended a Red Cross breakfast where Masters of Ceremonies David Louey and Helen Houseman recognized local heroes.**

PUBLIC COMMENTS

Bob Huber, Atherton, spoke regarding train service to PacBell Park.

Gregory Conlon, Atherton, Caltrain Corridor Subcommittee Member, submitted a letter to Council and spoke regarding potential safety issues with the high-speed trains. He suggested installation of quad gates, added fencing, and a warning sign at Fair Oaks.

City Manager Jim Robinson asked Public Works Director Duncan Jones to review whether extra signage was necessary and stated the Town was currently pursuing the possibility/feasibility of installing quad gates and enforcing a quiet zone.

Council Member Janz said the Caltrain Corridor Subcommittee was looking into quad gates and a quiet zone. Implementing a quiet zone was dependent upon the Federal Railway Administration finalizing its rules, hopefully in July. Further discussion centered on possible application to the Transportation Authority for separate funding for the projects and/or for a consultant to represent the Town's interests.

Bob Huber, Atherton, spoke regarding parking for the Performing Arts Center at Menlo-Atherton High School.

Bob Jenkins, Atherton, suggested the Council recognize Marion Oster, Phil Lively, and Bob Huber for their work on Measure W. He noted Selby Lane School was awarded the Harvard Club of San Francisco Distinguished Secondary Educator Award. Additionally, the International Baccalaureate program was funded for the next two years.

STAFF REPORTS

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

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

Agency Negotiator: James H. Robinson, City Manager

Employee Organization: Atherton Police Officers Association (APOA)

PLAN IN THE STRATEGIC PARK AND RECREATION PLAN (Direction from the City Council Meeting of April 20, 2005)

Received the report of Park and Recreation Commission action of June 1, 2005, recommendation to incorporate the Landscape Master Plan as an element of the Strategic Park and Recreation Plan.

14. AWARDED CONTRACT – SELBY LANE RECONSTRUCTION PROJECT, PROJECT NO. 04-004

Awarded the contract to the low bidder, Interstate Grading & Paving, Inc., for a total authorization of \$1,471,383.65 as determined by the June 14, 2005, bids.

15. APPROVED AN AGREEMENT WITH THE CITY OF MENLO PARK FOR THE RESURFACING OF LAUREL STREET FOR AN ESTIMATED AMOUNT OF \$19,321, WITH A 10% CONTINGENCY OF \$1,932, FOR A TOTAL AUTHORIZATION OF \$21,253

Approved an agreement with the City of Menlo Park for the overlay of the Atherton portion of Laurel Street.

16. APPROVED PLANS AND SPECIFICATIONS AND AUTHORIZATION TO ADVERTISE THE UPPER ATHERTON CHANNEL REPAIR PROJECT, PHASE 1, PROJECT NO. 04-007

Approved the plans and specifications and authorized advertisement for bids for the Upper Atherton Channel Repair Project, Phase 1, Project No. 04-007.

17. ADOPTED A RESOLUTION RECOMMENDING THAT THE SAN MATEO COUNTY FLOOD CONTROL DISTRICT IMPOSE CHARGES FOR FUNDING THE 2005/06 COUNTYWIDE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PROGRAM

Adopted Resolution No. 05-37 recommending that the San Mateo County Flood Control District impose charges for funding the Fiscal Year 2005/06 Countywide National Pollution Discharge Elimination System (NPDES) General Program.

18. CONTRACT WITH STATE FRANCHISE TAX BOARD FOR SHARING INFORMATION FOR BUSINESS LICENSE PURPOSES

Authorized the City Manager to execute an agreement with the State of California Franchise Tax Board to provide information related to business entities operating within the Town of Atherton.

19. AWARDED THE CONTRACT FOR THE 2005 TREE MAINTENANCE PROJECT, PROJECT NO. 04-006

Awarded the contract for the 2005 Tree Maintenance Project, Project No. 04-006, to The Professional Tree Care Co., the low bidder on the June 10, 2005, bids, for 279.66 crew hours at a crew rate of \$118.00, for a total contract of \$33,000.

20. AGREEMENT WITH VERIZON WIRELESS TO PROVIDE TOWN STAFF CELLULAR PHONE SERVICES

Authorized the City Manager to enter into an agreement with Verizon Wireless for Town cellular phone services.

PUBLIC HEARINGS (Items 21 - 23)

21. ADOPTION OF A RESOLUTION ADOPTING THE FY 2005-06 OPERATING AND CAPITAL BUDGET

Finance Director John Johns presented the staff report. The passage of Measure W would allow the Town to maintain the current level of services, maintain and slightly improve the Town's infrastructure, and prevent spending down the limited reserves. Estimates for revenues were based on recurring revenues and was a conservative approach. Estimates for payroll expenses were based upon an understanding of each department's staffing requirements. Non-payroll expenses were based upon consultation and review with the operating departments and the City Manager. Finance Director Johns responded to Council questions.

In response to Vice Mayor Marsala, Finance Director Johns said ERAF reimbursements amounted to \$159,000 in May as a result of the county controller's audit of 2004-2005 activity. An additional \$159,000 was expected in November.

In response to Council Member McKeithen, City Manager Jim Robinson said events at Holbrook-Palmer Park were monitored. The Park and Recreation Commission reviewed fees during the annual review of the Park Strategic Plan. Some fees were increased two years ago; however, the Town needed to stay competitive.

Regarding Intergovernmental Revenues, Finance Director Johns explained the \$30,000 Federal School Resource Officer Grant was being used to defray the cost of deploying school resource officers to schools for which reimbursement was not received. The grant was in the final year and was not available for renewal. An increase in other revenues resulted in the reduction of \$14,000. Council Member McKeithen suggested the Sequoia Union High School District should be asked to contribute more for the school resource officer. Police Chief Bob Brennan said he was in negotiations with the district at the present time.

Finance Director Johns clarified legal fees were charged on a prorata basis to all departments. Exceptional charges above the retainer and related to building would be charged as such.

Regarding cost of living increases, Finance Director Johns clarified the current labor agreements provided for parity with other governmental agencies. The budget assumed adjustments would be made to maintain parity. An estimate of the additional expense was at the 70th percentile. He agreed to alter the terminology to indicate salary adjustments as a result of labor negotiations.

After discussion regarding theft at construction sites, City Manager Robinson said the cost to install a device to catch persons in the act would be allocated to the Building Department rather than the Police Department. The use of the equipment would be broadened beyond residential construction sites.

City Manager Robinson clarified \$237,000 was to reduce the visibility and impact of the Corporation Yard at Holbrook-Palmer Park and upgrades to the Pavilion and other Town facilities. The Capital Improvement Plan provided information on funding sources for recommended appropriations for projects.

Finance Director Johns clarified the reserve fund was recommended to remain at \$3.7 million which included the additional \$200,000 set aside two years ago from the parcel tax. The money could be returned at any time if necessary. Over the next three years, the draw on the parcel tax to sustain current operations would remain the same. A recommended increase would not occur until Fiscal Year 2008.

Council Member Carlson was pleased with the budget and pleased with the use of the parcel tax. He believed, however, the budgeting process should not start with the assumption of what was spent/budgeted from last year and adjusted by 2-1/2%. He encouraged staff to go back to a zero-based budget by having departments justify their programs.

City Manager Robinson described the Town's budget as a zero-based budget minus \$1.8 million. With the passage of Measure W, the Town was able to continue to allow the parcel tax revenues to fund 10% of operating expenditures and 40% of capital expenditures. The Council would need to cautiously look at the greatest need in the community relative to capital improvements as well as operating expenses.

Mayor Conwell opened the public hearing. No one came forward to speak, and Mayor Conwell closed the public hearing.

MOTION - to adopt Resolution No. 05-38 adopting the Recommended Fiscal Year 2005-06 Operating and Capital Budget.

M/S Janz/McKeithen

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

25. APPROVAL OF JOINT POWERS AGREEMENT WITH PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE

Christine Maley-Grubl, Director of the Peninsula Traffic Congestion Relief Alliance, was pleased the Town was considering becoming a member of the JPA. Additionally, Council was asked to appoint one Council Member as a representative and one as an alternate. The agreement was called a restatement because minor changes had been made and all the member cities were being asked to re-sign. Ms. Grubl said the agency was five years old and did not receive funding from its members at the present time. Funding came from the San Mateo County Transportation Authority and the City/County Association of Governments.

Mayor Conwell recommended joining the Peninsula Traffic Congestion Relief Alliance for one year.

MOTION - to approve the First Amendment and Restatement of Joint Powers Agreement establishing the Peninsula Traffic Congestion Relief Alliance; adopt Resolution No. 05-42 approving the agreement; appoint Council Member Carlson to serve on the Alliance Board; and appoint Council Member McKeithen as the alternate.

M/S Conwell/Janz Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

Mayor Conwell called for a brief recess at 9:32 p.m. The meeting was reconvened at 10:42 p.m.

26. ADOPTION OF RESOLUTION DECLARING THE RESULTS OF THE SPECIAL MUNICIPAL ELECTION HELD ON JUNE 7, 2005

Assistant to the City Manager/Acting City Clerk Linda Kelly presented a brief staff report. The San Mateo County Registrar of Voters completed the counting of the official canvass on Monday, June 19, 2005, and provided the official election results that were handed out that evening. The resolution before Council would adopt the official results that Measure W was approved by a two-thirds vote of the electorate.

Vice Mayor Marsala thanked Mayor Conwell for his work on the passage of Measure W.

MOTION - to adopt Resolution No. 05-41 declaring the results of the Special Municipal Election for Measure “W,” adopted by the voters on June 7, 2005.

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

The following is hereby entered into the official record per California Elections Code Section 10264.

RESOLUTION 05-41

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
DECLARING "MEASURE W" APPROVED BY A TWO-THIRDS VOTE
AT A SPECIAL ELECTION HELD JUNE 7, 2005**

WHEREAS, a Special Municipal Election was held in the Town of Atherton on Tuesday, June 7, 2005; and

WHEREAS, the conduct of said election was duly delegated to the Chief Elections Officer of the County of San Mateo; and

WHEREAS, notice of the election was given in the time, form and manner as provided by law; voting precincts were properly established; election officers were appointed and in all respects the election was held and conducted and the votes were cast, received, and canvassed and the returns made and declared in the time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the Chief Elections Officer has now certified the results of said election, and said results are truly reflected in the Certificate of Chief Elections Officer dated June 13, 2005, a full, true and correct copy of which is attached hereto as Attachment "A" and by this reference incorporated herein.

NOW, THEREFORE, the City Council of the Town of Atherton, California, does hereby resolve, declare, determine and order as follows:

Section 1. The total number of ballots cast in the precincts was 2,219.

Section 2. The measure voted upon at the election was as follows:

Measure W

"Shall an ordinance renewing the current Town of Atherton Parcel Tax which provides funding for Town general purposes such as, but not limited to, police and public safety services and capital improvement projects be adopted?"

Yes _____ No _____

Section 3. The number of votes cast at each precinct and the number of votes cast in the Town for and against the measure were as listed in Attachment "A".

Section 4. The City Council does declare and determine that as a result of the election, Measure W received the necessary two-thirds (2/3rds) "yes" votes of the ballots cast in the election,

which was required for passage, and thus the measure carried and shall be deemed adopted and ratified, and shall be effective ten (10) days from adoption of this Resolution.

Section 5. The City Clerk shall enter on the records of the City Council of the Town a statement of the result of the election showing: (1) the total number of ballots cast in the Town; (2) the measure voted upon; (3) the number of votes given at each precinct for and against the measure; and (4) the total number of votes for and against each measure.

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 15th day of June, 2005, by the following vote:

<i>AYES:</i>	<i>5</i>	<i>COUNCILMEMBERS: Janz, Marsala, Carlson, Conwell, McKeithen</i>
<i>NOES:</i>	<i>0</i>	<i>COUNCILMEMBERS: None</i>
<i>ABSENT:</i>	<i>0</i>	<i>COUNCILMEMBERS: None</i>
<i>ABSTAIN:</i>	<i>0</i>	<i>COUNCILMEMBERS: None</i>

/s/ William R. Conwell, Mayor
William R. Conwell, Mayor
Town of Atherton

ATTEST:

/s/ Linda Kelly
Linda Kelly
Acting City Clerk

APPROVED AS TO FORM:

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

The number of votes given at each precinct for and against each measure:

Precinct	Ballots Cast	Measure W - Yes	Measure W - No
01 0	278	220	58
02 0	569	459	110
04 0	377	286	91
05 0	260	199	61
06 0	232	193	39
07 0	503	419	84

The number of votes given in the city for and against each measure:

Precinct	Ballots Cast	Measure W - Yes	Measure W - No
GRAND TOTALS	2219	1776	443
ABSENTEES	1611	1337	274
VOTING PRECINCTS	608	439	169

27. 50 ASHFIELD ROAD -- CITY ATTORNEY REPORT CONSIDERATION OF FURTHER DIRECTION TO STAFF

City Attorney Marc Hynes presented the staff report. Council was previously provided a report dated June 2, 2005, regarding three Certificates of Compliance issued for three lots commonly referred to as 50 Ashfield Road. An additional three lots on Maple Avenue backed the lots, and one individual owned all six lots in the 1930s. By deed, in conveying the three Ashfield lots, a piece was added to each lot at the expense of the lots on Maple Avenue. Over time, the property at 50 Ashfield Road was used for one single-family dwelling. In 2005, BK Developments purchased the three lots and requested Certificates of Compliance from the Town, a device available under the Subdivision Map Act that allowed someone who owned property which might have been divided in violation of the Subdivision Map Act or a local ordinance to receive a declaration from the agency which had control of the property that the property did in fact comply with the Subdivision Map Act. City Attorney Hynes concluded that in the 1930s, the property owner did violate the Subdivision Map Act. Further violations occurred in 1989 when Mountain South Development first put a Deed of Trust on the Ashfield lots and later attempted to execute Quit Claim Deeds giving the portions back from the Ashfield lots to the lots on Maple. The Town had controls in its Municipal Code, Title 16, Subdivision Ordinance, and controls in the Title 17, Zoning Ordinance. Certificates of Compliance related to issues under the Subdivision Map Act where, under certain circumstances, conditions could be imposed. The Town's Building Official determined there were no conditions under the Town's Subdivision Ordinance that could be imposed. Consequently, Certificates of Compliance with no conditions were issued. City Attorney Hynes concluded the action was appropriate and complied with the Town's Subdivision Ordinance and the

Subdivision Map Act. Regarding any action the Town took in 1989, the Town was obligated to issue a Certificate of Compliance if someone requested one unless a public health or safety threat existed, and none was determined. The three Certificates of Compliance resolved issues related to subdivision of the property, and the Town's zoning regulations would control development on the property.

In response to Council Member Carlson, City Attorney Hynes said Mr. Quinlan's rebuttal stated the Certificate of Compliances were issued in error because the property did not comply and a Certificate of Compliance with conditions should have been issued. City Attorney Hynes said none of the conditions existing under the Town's Subdivision Ordinance or Subdivision Map Act applied to the property.

Discussion centered on what legal course of action the Council could take: 1) take no action (the 90-day statute of limitations to pursue a legal challenge was over, action occurred on January 27, 2005); 2) revoke the certificates (the property owner would have 90 days to take legal action); or 3) approve the action of the Building Official (the 90-day statute of limitations would not be reinstated).

Council Member McKeithen was troubled that an Exception Review before the Planning Commission had not taken place; yet, heritage trees had been removed and the existing home demolished. Many other requirements had not been met, and she was concerned that staff was not following the Town's processes. She had concerns regarding the various dates and timelines regarding the history of the property.

City Attorney Hynes clarified the 2005 action was based upon a 1991 Attorney General opinion regarding a subdivision problem and stated what the Subdivision Map Act prohibited, what the exemptions were, and how data was analyzed. The local ordinances were provided to show that since the Town's inception, the Town desired that Atherton be a large-lot community. The first subdivision ordinance decreed that every lot would be at least one acre in size. In 1927, the ordinance was amended to exempt those lots that were not one-acre in size but were created by a validly recorded map. A 1907 subdivision map validly created the six lots. In 1933, when the little pieces were added to the Ashfield lots, a Subdivision Map Act violation occurred. Additionally, no specific language existed in the deed to merge the lots. In 2005, the Certificates of Compliance were issued to correct the record.

Paul Quinlan, 49 Maple Avenue, Atherton, spoke regarding the actual manner in which the Building Official issued the Certificates of Compliance. According to Mr. Quinlan, they were issued under Subsection A of the Subdivision Map Act. The sole requirement of the section was compliance with the Subdivision Map Act.

Ernie Kirshner, 41 Ashfield Road, Atherton, was concerned that Town processes were not followed and neighbors were not kept informed.

James Vera, 65 Ashfield Road, Atherton, was disappointed and disturbed to find the tree and house were demolished without notification to neighbors.

Julie Quinlan, 49 Maple Avenue, Atherton, was not sure the 90-day statute of limitation applied because the proper entity had to make the actionable decision. She could not find a corresponding position. Case law indicated that a ministerial act was void if done incorrectly.

Amy Torre, 57 Maple Avenue, Atherton, was concerned that a wrong decision was made. She asked Council to refer the issue to the Planning Commission.

Darren Torre, 57 Maple, Atherton, asked the City Council refer the issue to the Planning Commission.

Alice Hanson, Los Gatos, asked the City Council to refer the issue to the Planning Commission.

After a lengthy discussion and clarifications, Council Member Carlson said the neighbors were upset that the house was torn down and concerned a heritage tree was removed without having any input; however, neither issue was part of the process for issuing Certificates of Compliance. Regardless of whether the City Council upheld or invalidated the Certificates of Compliance, the property had to go through the Exception Review process at the Planning Commission based on the Town's Zoning Ordinance. The Planning Commission could impose greater conditions than what the Certificates of Compliance process could impose, neighbors would receive notice, and neighbors would have the opportunity to appear and to recommend conditions be imposed to ensure the development of the property conformed to the character of the neighborhood. All parties concerned would have the ability to appeal the decision of the Planning Commission to the City Council. The City Council would then be responsible for imposing the final conditions on the property.

Mr. Quinlan believed the developer was trying to have things both ways and he needed to make a choice. In order to avoid current zoning rules and build three homes, he needed to comply with the 1907 map and make the lots smaller.

City Attorney Hynes disagreed. The developer owned all the property as described in the 1933 deed. He also owned the three lots because of the Subdivision Map Act. When the property was foreclosed, the foreclosure action confirmed that the property included the little pieces of land added to the three lots. The Town could not under any set of procedures force the owner of that land to give away any land.

Discussion continued regarding whether any benefit would result in overturning the Building Official's decision to issue the Certificates of Compliance.

Mayor Conwell said the Council had a responsibility to provide service to its citizens which was counterbalanced by what was legal and fair to the developer or property owner. He believed the Building Official acted within legal parameters.

No action taken.

28. PUBLIC COMMENTS

There were no public comments.

29. ADJOURNMENT

Mayor Conwell adjourned the meeting at 12:00 a.m.

Respectfully submitted,

Linda Kelly, Acting City Clerk

Minutes Prepared By:

Kathi Hamilton

TOWN OF ATHERTON
CLAIMS LIST
 June 2005

Payroll Checks	6162 - 6237	\$ 29,381
Electronic Transfers		305,571
A/P Checks	20031 – 20182	268,258
TOTAL		\$603,210

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 6162 - 6237 (payroll) and 20031 - 20182 (accounts payable), and electronic transfers for employees federal payroll taxes and fees, inclusive, amount to \$603,210; are true and correct, and that there are sufficient funds for payment.

James H. Robinson
City Manager

The above claims, check numbers 6162 - 6237 (payroll) and 20031 - 20182 (accounts payable), and electronic transfers for employees federal payroll taxes and fees, inclusive, amount to \$603,210; are true and correct, and are authorized for payment.

William R. Conwell

Mayor, Town of Atherton

SOURCE OF FUNDS

101	General Fund	551,091
105	Tennis Fund	
201	Special Parcel Tax	43,553
202	Transportation	
203	Gas Tax Fund	
210	Road Construction Impact Fees	
211	Park Grants Fund	271
213	Library Special Revenue Fund	3,546
401	General Capital Projects	
402	Storm Drainage	
403	Atherton Channel District	
404	Park Playground Improvement	
406	Facilities Construction	
610	Vehicle Replacement	
611	Computer Maint. & Replacement	
612	Administrative Services	4,749
715	Evans Estate	
740	Tree Committee	
TOTAL		\$603,210



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 JULY 20, 2005

SUBJECT: MONTHLY FINANCIAL REPORT, JUNE 2005

RECOMMENDATION:

Receive the Monthly Financial Report for June 2005.

INTRODUCTION:

The attached schedules show revenues and expenditures and fund balance for all funds as of June 30, 2005.

HIGHLIGHTS

General Fund expenditures for the twelve months ended June 30, 2005, have amounted to \$7,630,615, or 95% of the \$8,046,585 appropriated for FY 2004-05. For the twelve months ended June 30, 2005, General Fund revenues have amounted to \$9,107,960, or 112% of the \$8,109,387 in revenues estimated for FY 2004-05.

By comparison, General Fund expenditures for the twelve months ended June 30, 2004, amounted to 93% of FY 2003-04 appropriations. Additionally, for the twelve months ended June 30, 2004, General Fund revenues amounted to 101% of the total revenues estimated for FY 2003-04.

It should be noted that the revenues and expenditures reflect yearend closing entries such as invoices paid in July for materials and supplies received prior to June 30 or certain revenues such as sales taxes that are susceptible to accrual. However, the amount of additional revenues to be realized is expected to be roughly equivalent to the additional expenditures that remain to be recorded. Hence, the reported General fund balance figure of \$7,537,797 represents a fairly close approximation of what we expect to report in our general purpose financial statements for FY 2005-06.

FISCAL IMPACT:

None

Prepared by:

Approved:

John P. Johns
Finance Director

James H. Robinson
City Manager

Attachments: Revenue Summary
Expenditure Summary
Budget Summary

TOWN OF ATHERTON
Revenue Summary
For the Month ended June 30th, 2005

Fund	Revenue Source	2004-05 Estimate	Current Period Revenues	Year to Date Revenues	% Received
	Property Tax	\$ 3,281,033	89,825	\$ 3,794,292	116%
	Sales and Use Tax	120,000	22,197	163,863	137%
	Other Taxes	757,010	53,375	912,495	121%
	Licenses & Permits	1,796,699	136,969	2,026,648	113%
	Fines & Forfeitures	14,700	4,418	52,441	357%
	Revenue from Other Agencies	215,176	112	248,274	115%
	Charges for Services	335,900	21,359	319,520	95%
	Investment & Rental Income	274,622	5,187	244,422	89%
	Other Revenues	13,086	7,184	44,843	343%
	Total General Fund Revenues	6,808,226	340,626	7,806,798	115%
	Interfund (Operating) Transfers In	1,301,161	650,581	1,301,162	100%
101	General Fund Total	8,109,387	991,207	9,107,960	112%
	Special Revenue Funds:				
105	Tennis	7,010	650	12,044	172%
201	Special Parcel Tax	1,858,000	53,297	1,874,750	101%
202	Transportation	178,500	20,915	219,108	123%
203	Street Improvement (Gas Tax)	147,000	24,785	167,541	114%
209	Law Enforcement	100,000	-	100,936	101%
210	Road Construction Impact Fees	400,000	40,726	599,606	150%
211	State Park Grants Fund	220,000	-	54,400	0%
213	Library	200,000	40,885	142,197	71%
	Total	3,110,510	181,258	3,170,582	102%
	Capital Project Funds:				
401	Capital Improvement	-	-	-	
402	Storm Drainage	-	-	-	
403	Channel Drainage District	48,530	1,378	49,513	102%
404	Park Playground Improvement	-	-	-	0%
405	Middlefield Road Grants	-	-	-	
406	Facilities Construction	-	-	-	
	Total	48,530	1,378	49,513	102%
	Internal Service Funds:				
610	Vehicle Replacement	66,000	-	66,000	100%
611	Information Technology	98,661	-	98,642	100%
612	Administrative Services	285,815	-	292,982	103%
614	Workers Compensation Insurance	-	-	-	
	Total	450,476	-	457,624	102%
	Trust and Agency Funds:				
715	Evans Creative Design	45,150	-	5,539	12%
740	Tree Committee	-	1,471	4,617	
	Total	45,150	1,471	10,156	22%
	Total Revenues	11,764,053	1,175,314	12,795,835	109%

TOWN OF ATHERTON
Expenditure Summary
For the Month Ended June 30th, 2005

Fund	Description Department	2004-05 Budget	Current Period Expenditures	Year to Date Expenditures	% Spent
101	General Fund				
	11 City Council	\$ 20,204	\$ 400	\$ 20,392	101%
	12 City Manager	509,226	41,404	501,265	98%
	16 City Attorney	176,228	12,624	136,263	77%
	18 Finance	456,797	35,243	402,707	88%
	25 Building	975,249	102,346	908,125	93%
	40 Police	4,002,909	384,367	4,047,718	101%
	50 Public Works	1,805,972	165,003	1,614,145	89%
	Contingency	100,000	-	-	0%
	Total General Fund Expenditures	<u>8,046,585</u>	<u>741,387</u>	<u>7,630,615</u>	<u>95%</u>
	Interfund (Operating) Transfers Out	-	-	-	0%
101	General Fund Total	<u>\$ 8,046,585</u>	<u>\$ 741,387</u>	<u>\$ 7,630,615</u>	<u>95%</u>
Special Revenue Funds:					
105	Tennis	-	1,235	2,069	
201	Special Parcel Tax	2,591,910	502,970	1,725,230	67%
202	Transportation	211,120	12,000	50,000	24%
203	Street Improvement (Gas Tax)	147,000	50,000	187,929	128%
209	Law Enforcement	100,000	-	99,352	99%
210	Road Impact Fees	400,000	152,481	399,976	100%
211	State Park Grants	80,000	271	64,320	80%
213	Library Fund	-	4,410	25,856	
	Total	<u>3,530,030</u>	<u>723,367</u>	<u>2,554,732</u>	<u>72%</u>
Capital Project Funds:					
401	Capital Improvement	367,902	-	48,925	13%
402	Storm Drainage	21,394	-	2,963	14%
403	Channel Drainage District	48,530	11,399	26,137	54%
404	Park Playground Fund	-	-	-	
405	Middlefield Road Grants	-	-	-	
406	Facilities Construction	-	-	-	
	Total	<u>437,826</u>	<u>11,399</u>	<u>78,025</u>	<u>18%</u>
Internal Service Funds:					
610	Vehicle Replacement	98,853	-	57,189	58%
611	Information Technology	104,625	-	37,990	36%
612	Administrative Services	285,815	18,492	271,991	95%
614	Workers Compensation Insurance	-	-	-	
	Total	<u>489,293</u>	<u>18,492</u>	<u>367,170</u>	<u>75%</u>
Trust and Agency Funds:					
715	Evans Creative Design	43,287	-	9,556	22%
740	Tree Committee	-	580	580	
	Total	<u>43,287</u>	<u>580</u>	<u>10,136</u>	<u>23%</u>
	Total Expenditures	<u>12,547,021</u>	<u>1,495,225</u>	<u>10,640,678</u>	<u>85%</u>

TOWN OF ATHERTON
Budget Summary
Fiscal Year 2004-05
As of June 30th 2005

Fund	Description	Beginning Fund Balance July 1, 2004	Revenues to Date	Transfers to Date	Expenditures To Date	Ending Fund Balance to Date
101	General Fund	6,060,452	7,806,798	1,301,162	7,630,615	7,537,797
	Special Revenue Funds:					
105	Tennis	11,867	12,044		2,069	21,842
201	Special Municipal Tax	963,223	1,874,750		1,725,230	1,112,743
202	Transportation	145,636	219,108		50,000	314,744
203	Street Improvement (Gas Tax)	45,050	167,541		187,929	24,662
209	Law Enforcement	12,174	100,936		99,352	13,758
210	Road Construction Impact Fees	632,420	599,606		399,976	832,050
211	State Park Grants	(5,663)	54,400		64,320	(15,583)
213	Library Special Revenue Fund	1,075,913	142,197		25,856	1,192,254
	Sub Total	<u>2,880,620</u>	<u>3,170,582</u>	-	<u>2,554,732</u>	<u>3,496,470</u>
	Capital Projects Funds:					
401	Capital Improvement	302,895	-		48,925	253,970
402	Storm Drainage	48,225	-		2,963	45,262
403	Channel Drainage District	404,424	49,513		26,137	427,800
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>49,513</u>	-	<u>78,025</u>	<u>795,237</u>
	Internal Service Fund					
610	Vehicle Replacement	449,451	66,000		57,189	458,262
611	Information Technology	106,856	98,642		37,990	167,508
612	Administrative Services	122,618	292,982		271,991	143,609
614	Workers Compensation Insurance	10,871	-		-	10,871
	Sub Total	<u>689,796</u>	<u>457,624</u>	-	<u>367,170</u>	<u>780,250</u>
	Trust and Agency Funds					
715	Evans Creative Design	117,129	5,539		9,556	113,112
740	Tree Committee	1,253	4,617		-	5,870
	Sub Total	<u>118,382</u>	<u>10,156</u>	-	<u>9,556</u>	<u>118,982</u>
	Grand Total	<u>\$ 10,572,999</u>	<u>\$ 11,494,673</u>	<u>\$ 1,301,162</u>	<u>\$ 10,640,098</u>	<u>\$ 12,728,736</u>



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 JULY 20, 2005

SUBJECT APPROVAL OF FY 2005-06 INVESTMENT POLICY

RECOMMENDATION

Approve the investment policy as shown in Attachment A to this staff report.

DISCUSSION

Pursuant to Government Code Section 53600 et seq., each municipality is required to review and, if necessary, update its investment policy at annual intervals. At this time, staff does not recommend any change in the investment policy approved by the City Council in FY 2004-05. However, staff will continue to research investment alternatives during the course of the fiscal year. Should alternatives come to the attention of the Finance Department that better meet the investment objectives of the Town, such opportunities will be communicated to the City Council in the form of a recommended modification to the Town's investment policy.

FISCAL IMPACT

Approval of the attached investment policy will not require any adjustment to appropriations or estimated revenues.

Prepared by:

Approved by:

John P. Johns, CPA
Finance Director

Jim Robinson
City Manager

Attachment: Attachment A

3. **CERTIFICATES OF DEPOSIT:** Negotiable Certificates of Deposit that are issued by a nationally or State chartered bank or a State or Federal Savings and Loan Association. Principal *of* each investment will not exceed \$100,000, or the maximum amount insured by FDIC. The maturity of any certificate of deposit will not exceed 12 months.
4. **INVESTMENT PORTFOLIO COMPOSITION:** No more than two-thirds of available cash balances should be held in deposit with either the State of California Local Agency Investment Fund or the San Mateo County Investment Pool. Additionally, no more than one-third of available cash balances will be held as direct investments with any single bank or other financial institution.
5. **RESTRICTIONS:** No investment will be made directly by staff in financial futures, financial option contracts, derivatives, or repurchase agreements. Repurchase agreements and reverse repurchase agreements will be allowed by third parties (Local Agency Investment Fund and San Mateo County Investment Pool).
6. **ANNUAL UPDATE:** The Town Council will annually review, evaluate, and adopt an investment policy by no later than the quarter ended September 30 of each fiscal year.
7. **CASH FLOW AVAILABILITY:** The Quarterly Investment Report will include a statement that the projected cash available is adequate to meet expected obligations over the next six months.

RESPONSIBILITIES

CITY MANAGER

Has overall responsibility for monitoring investment activity and insuring compliance to the Investment Policy. The City Manager will authorize all investment documents on behalf of the Town and verify that investments are accurately reported to the City Council on a quarterly basis.

FINANCE DIRECTOR

Has responsibility for initiating investments, insuring compliance with the Investment Policy, reporting to the City Manager changes in the financial status of investments and institutions, and executing all investment documents on behalf of the Town.



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 JULY 20, 2005

**SUBJECT: ADOPTION OF A RESOLUTION TO APPROVE AN ADJUSTMENT TO
BFI FRANCHISE FEES**

RECOMMENDATION:

Adopt the attached resolution increasing BFI franchise fees for refuse collection and disposal services from 5% to 10% of the franchisee's gross receipts.

DISCUSSION

In April of 2005, the Town of Atherton executed the fourth amendment to the agreement for refuse collection and disposal services to extend the term of the contract until the year 2010.

In consideration for extending the duration of the refuse collection and disposal contract with BFI, the Town of Atherton received a one-time credit to its balancing account in the amount of \$174,000. This one-time payment represents approximately 11% of BFI's \$1.5 million annual cost of providing refuse collection and disposal services within Atherton. This one-time rebate will be credited to Atherton's balancing account in three equal installments during calendar years 2005 through 2007. As such, these funds will be available to offset anticipated increases in BFI's operating expenses over the next three years.

In addition to the one-time rebate, the SBWMA received as consideration for a contract extension a reduction in waste disposal fees at Ox Mountain landfill, the location where refuse

is disposed of in San Mateo County. Based upon the volume of refuse disposed at Ox Mountain, the discount on disposal fees is expected to result in cost savings of approximately \$70,000 annually.

As a result of the more favorable contract terms that the South Bayside Waste Management Authority was able to derive in exchange for extensions to the refuse collection and disposal fees, the Town of Atherton has an opportunity to increase the amount of franchise fees currently collected from BFI without necessitating an increase in the rates charged to consumers. (Under the terms of the agreement, franchise fees are what are known as a “pass through cost” and, as such, are ultimately recoverable from the ratepayers.)

The following table provides a comparative analysis of franchise fees levied upon BFI by the 12 member agencies.

Jurisdiction	Franchise Fees as of 6/1/05
Atherton	5%
Belmont	10%
Burlingame	8%
East Palo Alto	2.5%
Fair Oaks (unincorporated San Mateo County)	3%
Foster City	5%
Hillsborough	10%
Menlo Park	5%
Redwood City	13%
San Carlos	5%
West Bay Sanitary District	\$5,000 annually

As indicated in the preceding table, franchise fees currently range from a low of 2.5% to a high of 13% of gross receipts. Additionally, if the City Council were to approve the franchise fee increase, Atherton would be one of four SBWMA jurisdictions with franchise fees equivalent to 10% or more of BFI’s gross receipts.

During the Finance Committee meeting of July 13, 2005, the Finance Committee considered staff’s recommendation to adjust BFI franchise fees. The Finance Committee recommends approval of said adjustment. Additionally, as indicated in the June 15 transmittal letter accompanying the FY 2005-06 recommended budget, staff increased its revenue estimate for BFI franchise fees based upon an expectation that the City Council would approve staff’s recommendation to increase such franchise fees.

FISCAL IMPACT:

Increasing BFI franchise fees from 5% to 10% of gross receipts will result in additional revenues of approximately \$70,000 annually.

Prepared by:

Approved:

John P. Johns
Finance Director

James H. Robinson
City Manager

Attachment: Resolution

RESOLUTION 05-__

**A RESOLUTION OF THE TOWN OF ATHERTON
ADJUSTING FRANCHISE FEES FOR REFUSE COLLECTION SERVICES**

WHEREAS, the Town of Atherton and BFI Solid Waste Systems have entered into a March 2000 agreement for refuse collection and disposal services;

WHEREAS, Section 3 of said agreement provides the Town of Atherton the authority to levy franchise fees and to adjust such fees annually; and,

WHEREAS, sufficient savings have been made available through negotiated reductions in refuse collection and disposal fees pursuant to the contract's fourth amendment, dated June 15, 2005, so as to adjust BFI franchise fees without necessitating an immediate increase in refuse collection service charges to Atherton's residential or commercial customers.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of Atherton hereby establishes BFI Franchise Fees to be equivalent to 10% of gross revenues derived by BFI from services provided within the Town of Atherton.

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 20th day of July, 2005 by the following vote:

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

William R. Conwell, Mayor
TOWN OF ATHERTON

ATTEST:

Linda Kelly
Acting City Clerk

APPROVED TO FORM:

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



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 JULY 20, 2005

**SUBJECT: APPROVAL OF AN AGREEMENT FOR INFORMATION
TECHNOLOGY SERVICES BETWEEN THE TOWN OF ATHERTON
AND THE CITY OF PALO ALTO FOR FISCAL YEARS 2005-06 AND
2006-07**

RECOMMENDATION:

Approve an Agreement between the Town of Atherton and the City of Palo Alto for Information Technology Services for the period of July 1, 2005 through June 30, 2007, and authorize the Mayor to sign the agreement on behalf of the Town.

BACKGROUND:

Since 2002, the City of Palo Alto has been providing Information Technology (IT) services for the Town. This intergovernmental relationship was undertaken in order to consolidate the Town's information technology needs through a nearby agency that had the resources to provide for such needs and understands the local government technology environment. Staff has found that over the past three years, Palo Alto's service has provided the Town with comprehensive, quality, and reliable assistance for the Town's computer needs. The initial agreement entered into in 2002 was extended for 2003 and 2004. Staff is now recommending that a new two-year agreement with Palo Alto be approved for the current and next Fiscal Years, 2005-06 and 2006-07.

Last fiscal year (2004-05), the contract amount for Palo Alto IT services was \$38,000, an increase of 8% over the previous fiscal year. For the proposed new agreement covering FY 2005-06 and 2006-07, the proposed contract amount is \$41,000 for each of the two years. This represents an increase of \$3,000, or approximately eight percent (8%) over last year. By

entering into a two-year agreement, the Town will benefit from a secured rate that will not increase in the second year of the agreement. The 8% increase is the result of adding one (1) additional hour of IT on-site staff time per week, plus an increase in the service rates charged by Palo Alto as a result of an increase in the cost of its staffing and benefits. All other terms of the contract and scope of work remain the same from the original agreement. Palo Alto will still provide Help-desk services and web site maintenance.

The additional hour each week was requested by Town staff, since it is more reflective of current needs for computer support. Significantly, additional time has been required over the past year to handle preventative and corrective measures related to the interference of “Spam” (unsolicited e-mail that may contain viruses) and “spyware” and “adware” which is software that becomes installed on a computer without the user’s knowledge, gathers personal information about that user, and uses that information for advertising purposes or for sending the information to a third party. Examples of how this can infect the Town’s system include slowing down a computer to the point that it cannot be used (Palo Alto had to re-build several computers due to “spyware” infections this year) and annoying “pop-up” ads that interrupt the normal workflow and display objectionable images on the computer screen.

In addition to taking a preventative approach to combat the above computer threats and protect the integrity of the Town’s data, Palo Alto has completed other improvements to the Town’s computer network over the past year. These include the connection of staff at Holbrook-Palmer Park to a wireless network for access to Town e-mail and the Town network and the installment of computers at the new Corp Yard facility.

FISCAL IMPACT:

The fiscal impact of the attached agreement is \$41,000 for each fiscal year (2005-06 and 2006-07). Funds for this expense have been appropriated in the FY 2005-06 Adopted Operating Budget.

Prepared by:

Approved by:

Linda Kelly
Assistant to the City Manager/
Acting City Clerk

James H. Robinson
City Manager

Attachment: Proposed Agreement

EXHIBIT B

City of Palo Alto 250 Hamilton Ave Palo Alto, CA 94301 ITSP Fee Summary Sheet			
(Effective July 1, 2005 to June 30, 2007)			
Contact:	Linda Kelly Assistant to the City Manager	Contact:	Leif Peterson Acting IT Manager, External Services
Address:	Town of Atherton 91 Ashfield Road Atherton, CA 94027	Phone:	650-329-2447
		Date:	June 2005
Services	Availability	Contract Period	
<u>IT Support Services</u>			
Help Desk	8am-5pm	\$8,880	
On-Site Technician (5 hours per week; \$100/hr)	2:30pm-5pm	<u>\$26,000</u>	
Total IT Support Services		\$34,880	
On-call and Project Rates			
Standard	8am-5pm	\$100/hr (1hr minimum)	
After Hours	5pm-8am	\$100/hr (1hr minimum)	
<u>Website Services</u>			
Website maintenance (6 hours per month billed hourly at \$85/hour)		\$6,120	
Total Costs for Services		\$41,000 X 2 years = Total \$82,000	
<u>Extra Consulting Services</u>			
Website Maintenance	8am-5pm	\$85/hr	
Technology Consulting Services	8am-5pm	\$100/hr	
IT Project Management Services	8am-5pm	\$100/hr	

EXHIBIT "A"
SCOPE OF SERVICES
"Basic Services"

Palo Alto shall provide information technology services to the Town of Atherton ("Agency"), as hereinafter set forth. The services to be provided are described as Help Desk Services and On-Site Support Services.

1. Help Desk Services. Palo Alto shall provide Help Desk Services to cover the Agency, as follows:
 - a. Palo Alto shall provide IT help desk coverage, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.
 - b. Palo Alto shall provide a single contact number for all help desk related requests.
 - c. Palo Alto shall provide to Agency quarterly reports of all help desk requests for needs and trends analysis.
2. On-Site Support Services. Palo Alto shall provide On-Site Support Services to the Agency as follows:
 - a. Palo Alto shall schedule an IT Technologist to provide on-site support and coverage, on a "request for service" basis, Tuesday and Thursday, between the hours of 2:30 p.m. and 5:00 p.m.
 - b. Palo Alto shall provide on-site support on an on-call basis between the hours of 8:00 a.m. and 2:30 p.m. Tuesday and Thursday, and on an on-call basis Monday, Wednesday and Friday between 8:00 a.m. and 5:00 p.m. at the regular hourly rate. After hours support shall be billed at an "after hours" rate after 5:00 p.m. Friday and before 8:00 a.m. Monday.
3. Website Services. Palo Alto shall provide website maintenance services to the Agency as follows:
 - a. Palo Alto will provide website maintenance up to 6 hours per month at the hourly rate set forth in Exhibit B.
 - b. Additional website maintenance beyond the 6 hours per month will be provided as agreed at the hourly rate set forth in Exhibit B.
4. Personnel. Palo Alto shall provide the necessary Information Technology personnel to service Agency as set out in Section 1 and 2 of this Exhibit "A". Information Technology personnel are employees of Palo Alto. Agency agrees to not hire or attempt to hire these Information Technology personnel.
5. Facilities. Agency shall provide on-site office space as necessary for Information Technology personnel to service Agency as set out in Section 1 and 2 of this Exhibit "A".
6. Equipment. Palo Alto shall provide its staff use of a vehicle and personal office equipment as needed.



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 JULY 20, 2005

**SUBJECT: AWARD OF CONTRACT FOR STREET RECONSTRUCTION
PROJECT, PHASE 2, PROJECT NUMBER 04-002**

RECOMMENDATION:

Pass a motion to award the contract for Street Reconstruction Project, Phase 2, Project No. 04-002 to the low bidder to be determined by the July 19 bids, for an amount to be determined by Council based on the bid results, and authorize the Mayor to sign the contract on behalf of the Town.

INTRODUCTION:

The adopted Capital Improvement Program (CIP) includes funds for constructing the Street Reconstruction, Phase 2 Project. The need for this project resulted from the pavement condition surveys conducted in the summer of 2003. The following streets are included in the project:

Flood Circle
Magnolia Drive

Linden Avenue
Prior Lane cul-de-sac

Luburnum Road

ANALYSIS:

The project was delayed pending the outcome of the Parcel Tax election. Now that the Parcel Tax has been approved, the project can proceed.

FISCAL IMPACT:

Because this project will not start until August, the project was re-budgeted in 2005-2006 with a budget of \$900,000 based on the Engineer's Estimate current at the time of budget preparation. The most recent Engineer's Estimate for the project is \$1,134,771. This is an increase above the budget estimate due to drainage solutions incorporated in the plans as a result of comments received from residents at the public meeting for the project. These drainage improvements are also shown on the Townwide Drainage Study prepared by Nolte Associates in 2001 (Projects BB and KK estimated in 2001 to cost \$121,000). The additional budget for this project will be reallocated, if necessary after bids are received, from cost savings on the Selby Lane Reconstruction Project (\$162,379 under budget), and from the Street Reconstruction Phase 3 Project.

Bids will be received for the project on July 19, 2005. A separate staff report will be prepared for distribution at the City Council meeting to convey the bid results.

Prepared By:

Approved By:

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

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 JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF JULY 20, 2005

**SUBJECT: AWARD OF CONTRACT FOR THE CAPE SEAL AND SLURRY
SEAL PROJECT NUMBER 04-005**

RECOMMENDATION:

Pass a motion to award the contract for the Cape Seal and Slurry Seal Project, Project No. 04-005 to Graham Contractors, Inc., the low bidder on the June 28, 2005, bids, for \$255,527.35, and to authorize the Mayor to sign the contract on behalf of the Town.

INTRODUCTION:

This project is for rehabilitative maintenance on a specified group of streets in Atherton. The 2003 MTC Street Condition Survey was used along with staff field inspections to identify the appropriate streets for this type of application.

The streets that will receive this treatment are as follows:

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Area (sf)</u>
Almendral	Selby Lane	El Camino Real	126,288
Alta Vista Dr	Fletcher Dr	Ridgeview Dr	13,504
Austin Ave	Almendral Ave	Stockbridge Ave	23,920
Barry cul de sacs	addresses	(33-54)	13,212
Camino al Lago	Monte Vista Ave	Park Lane	26,400
Camino al los Cerros	Camino al Lago	Valparaiso	13,920
Clay Dr.	Atherton Ave	End	10,040
Edwards Lane	Atherton Ave	End	9,840

Elizabeth Way	Shearer	End	3,640
Marymont Ave	Polhemus Ave	Stockbridge Ave	21,728
Mesa Ct.	Ridgeview Dr	End	14,720
Reservoir Rd	Walsh Rd	Cal Water	41,352
Reservoir Rd	Cal Water	End	5,616
Ridgeview Dr	Fletcher Dr	Past Alta Vista	40,528
Santiago Ave	Valparaiso Ave	Park Lane	23,152
Sargent Lane	Reservoir Rd	End	24,064
Shearer Dr	Stockbridge Ave	Selby Lane	37,392
Stern Lane	Atherton Ave	End	23,080
Stockbridge Ave	Selby Lane	Serrano Dr	33,792
Valley Rd	Walsh Rd	Valley Ct	13,936
Walsh cul-de-sac	Walsh Rd	End	6,952
TOTAL			527,076 SQ FT

ANALYSIS:

Two bids were received for the Cape Seal and Slurry Seal Project as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BID</u>
1. Graham Contractors, Inc.	San Jose	\$255,527.35
2. Western States Surfacing	Modesto	\$366,542.64

Graham Contractors, Inc. performed the Cape Seal project last year with satisfactory results. Their bid price for the Cape Seal portion is slightly lower than their bid price for last years bid project, probably due to the larger project, resulting in a bid substantially below our estimate.

FISCAL IMPACT:

Gas Tax and Road Impact Fee funds in the amount of \$150,000 are budgeted for this project in FY 2005-06. In addition, approximately \$250,000 in Parcel Tax funds budgeted for Patch, Seal and Overlay in 2004-05 remained unspent at the end of the year due to delay awaiting the passage of Measure W. Bids were received for the project on June 28, 2005. Graham Contractors, Inc. was the low bidder at \$255,527.35. This bid was 16.2% below the engineer's estimate prepared by staff of \$305,000.

Prepared By:

Approved:

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

James H. Robinson
City Manager

Attachments: Bid Results



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 JULY 20, 2005

**SUBJECT: AWARD OF CONTRACT FOR THE UPPER ATHERTON
CHANNEL REPAIR PROJECT, PHASE 1, PROJECT NO. 04-007**

RECOMMENDATION:

Pass a motion to award the contract for Upper Atherton Channel Repair Project, Phase 1, Project No. 04-007 to the low bidder to be determined by the July 19 bids, for an amount to be determined by Council based on the bid results, and authorize the Mayor to sign the contract on behalf of the Town.

INTRODUCTION:

The Upper Atherton Channel Repair project is located between Reservoir Road and the Hetch-Hetchy pipeline crossing. It is located behind 75 Reservoir Road and 400, 410, and 420 Walsh Road. The Phase 1 project will construct the extension of the drop structure to create an energy dissipator to reduce erosion in the project reach, a retaining wall to shore up Walsh Road, a shear pin wall to shore up Dr. Beekley's shed, and the upstream frog habitat pool adjacent to the drop structure. The need for this project resulted from the non-completion of the channel upgrade project decades ago and the continued erosion of the channel bottom and banks in the intervening years.

ANALYSIS:

The project bid opening was delayed to correct an error in the bid package discovered by the bidders and brought to staff's attention on July 12. BKF Engineer's corrected the error on July 13. The contractor's were given additional time to incorporate the corrections into their bids.

FISCAL IMPACT:

Atherton Channel District funds in the amount of \$390,000 are budgeted for this project in FY 2005-06. In addition to construction, these funds cover construction support services and biological monitoring during construction, which will be a separate contract with BKF Engineers, our engineering consultant, and H.T. Harvey, our environmental consultant. The project was re-budgeted from FY 2004-05 because the project would only be able to start in August due to the timing of state and federal permits required to begin the project. The engineer's estimate prepared by BKF Engineers, the designer of the project, is \$213,000.

Bids will be received for the project on July 19, 2005. A separate staff report will be prepared for distribution at the City Council meeting to convey the bid results.

Prepared By:

Approved:

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

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 JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF JULY 20, 2005

SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH H. T. HARVEY & ASSOCIATES FOR BIOLOGICAL CONSTRUCTION MONITORING SERVICES FOR THE UPPER ATHERTON CHANNEL REPAIR PROJECT IN AN AMOUNT NOT TO EXCEED \$32,531, PLUS A 10% CONTINGENCY, FOR A TOTAL AUTHORIZATION OF \$35,784.

RECOMMENDATION:

Approve the proposal and authorize the Mayor to sign a Professional Services Agreement with H. T. Harvey & Associates, Ecological Consultants, to provide biological construction monitoring services for the Upper Atherton Channel Repair Project in an amount not to exceed \$32,531, plus a 10% contingency, for a total authorization of \$35,784.

INTRODUCTION:

H. T. Harvey & Associates has been a part of the BKF Engineer team that was selected by a qualifications-based selection in 2002 to prepare the planning study and final design for the Upper Atherton Channel Project. The work to date has included two years of frog surveys conducted by H.T. Harvey, the team's biological consultant.

The design of the first phase of the project is complete and ready for construction. 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. Agreement has been reached with the regulatory agencies regarding the scope and requirements for the first phase of the project. The permits that have been issued for the first phase require extensive biological monitoring, primarily related to the red-legged frog, but also for nesting raptors.

The permits require two pre-construction surveys for red-legged frogs, daily monitoring for the presence of frogs in the worksite, training of contractor's staff (including a full time biological monitor), and detailed inspection of the construction and vegetation related to provision of a new habitat for red-legged frogs.

ANALYSIS:

H. T. Harvey & Associates is one of only two firms in the Bay Area certified by the US Fish & Wildlife Service to provide red-legged frog monitoring. Because H. T. Harvey is intimately familiar with the project, the site and the design of the project, they are recommended to be the sole source provider of the biological construction monitoring services for this project.

FISCAL IMPACT:

Staff recommends that a 10% contingency be included in this authorization to account for unanticipated conditions during construction and regulatory approval of the final constructed project and monitoring program. The total authorization will be \$35,784. This amount is included within the budget of \$390,000 for the Atherton Channel Repair Project from Channel District funds budgeted for FY 2005-06 for the Phase 1 project.

Prepared By:

Approved:

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

James H. Robinson
City Manager

Attachments: Proposed Scope and Fee Estimate



PROPOSED SCOPE OF SERVICES

**UPPER ATHERTON CHANNEL BANK STABILIZATION PROJECT
PHASE 1
BIOLOGICAL CONSTRUCTION MONITORING**

July 11, 2005

Proposal # 4497

H. T. Harvey & Associates proposes to provide ecological consulting services to the Town of Atherton to conduct the biological construction monitoring for Phase 1 of the Upper Atherton Channel Bank Stabilization Project (project). The project site is a 1200-foot long reach of Atherton Channel located adjacent to Walsh Road in Atherton, California. Phase 1 includes construction of concrete retaining wall at Walsh Road, a wooden retaining wall at the wine shed and improvements to a concrete drop structure and in-stream pool at the upstream end.

Attached is a fee estimate; all charges will be billed on a time and charges, not-to-exceed basis. This scope and fee estimate is valid for a period of 60 days from the time of submittal.

The tasks associated with this scope of services are as follows:

TASK 1. CALIFORNIA RED-LEGGED FROG CONSTRUCTION MONITORING

H. T. Harvey & Associates will serve as the Service-approved biologist (herpetologist) in accordance with the conditions of the project's Biological Opinion (BO) (U.S. Fish and Wildlife Service, February 24, 2005). The construction monitoring for special-status aquatic species will be performed in accordance with the both the BO and the project's CEQA Initial Study/Mitigated Negative Declaration. The BO requires extensive monitoring for California red-legged frog (*Rana aurora draytonii*) and the Initial Study requires pre-construction surveys for both red-legged frogs and western pond turtles (*Clemmys marmorata*).

1.1 Worker Awareness Training Program (Conditions 11 and 13 of BO). H. T. Harvey & Associates' Service-approved biologist will provide a worker-awareness program to the contractor's construction crew. This task includes preparation of a project-specific handout that summarizes the biology of the red-legged frog and the conditions of the permits. Up to two programs will be given, one for the Walsh Road and wine shed retaining wall sites and one for the drop structure site.

1.2 Pre-construction Monitoring of Existing Pool Conditions. In accordance with the project's Restoration and Monitoring Plan, H. T. Harvey & Associates will measure

maximum water depths and photodocument the existing pools throughout the 1200-foot project reach. The water depth sampling and photopoint locations will be marked on a topography base map to facilitate post-construction monitoring from the same points. These data will be included in the project's as-built report.

1.3 Walsh Road and Wine Shed Sites Pre-construction Surveys and Red-Legged Frog/Western Pond Turtle Relocation (Conditions 3-8 and 10 of BO). H. T. Harvey & Associates' Service-approved biologist will conduct a pre-construction survey for red-legged frogs and western pond turtles prior to installation of the exclusion fencing and cofferdam. The Service-approved biologist will then monitor the installation of cofferdam and exclusion fencing. Any tadpoles on-site will be captured and relocated during dewatering of the Walsh Road construction area. It is understood that the wine shed site will not require dewatering.

Following installation of the exclusion fencing, our Service-approved biologist will conduct a pre-construction survey for the California red-legged frog. This survey will include 1 daytime and 3 nighttime surveys. Any red-legged frogs detected within the construction areas will be relocated to suitable habitat outside the construction area(s) and within the project reach. In accordance with the project's CEQA document, this work will include a survey for western pond turtles and relocation of western pond turtles if found.

1.4 Drop Structure Site Pre-construction Surveys and Red-Legged Frog/Western Pond Turtle Relocation (Conditions 3-8 and 10 of BO). The scope for this task is identical to Task 1.3 above with the following exception. Extensive groundcover (English ivy and periwinkle) is present at this site and requires manual removal. Therefore, this task includes monitoring of groundcover removal for red-legged frogs.

1.5 Daily Monitoring (Condition 10 of BO). This task includes site monitoring by the Service-approved biologist all day during the first two days of construction. In addition, this task includes 1 inspection of the exclusion fencing before work begins each morning.

This task includes preparation of a letter summarizing the findings of the pre-construction surveys and daily monitoring once construction monitoring is complete.

TASK 2. PRE-CONSTRUCTION NESTING RAPTOR/SHRIKE SURVEY PER CEQA INITIAL STUDY

H. T. Harvey & Associates ornithologist will conduct a pre-construction survey for nesting raptors and Loggerhead Shrike in accordance with the project's Initial Study. All trees on and adjacent to the three construction areas will be inspected. If an active raptor or shrike nest is found close enough to the construction area to be disturbed, the ornithologist (in consultation with CDFG if appropriate) will determine the extent of a construction-free buffer zone necessary to protect the nest. We will prepare a letter summarizing the results of the survey.

TASK 3. REVEGETATION INSTALLATION INSPECTIONS

H. T. Harvey & Associates' restoration ecologist will inspect and approve the following revegetation work per the project's plans and specifications:

- Broadcast seeding (1 site visit)
- Contractor flagged plant installation locations, plant materials (container plants and willow cuttings) and plant installation (1 site visit)

ASSUMPTIONS

1. Assume that USFWS will concur that the Walsh Road and Wine Shed sites can be constructed simultaneously. This would be a deviation from Condition #9 of the BO.
2. The Town will schedule the worker awareness program between the contractor and H. T. Harvey & Associates to ensure attendance of the construction crew.
3. Total duration of construction for all three sites is 6 continuous weeks.
4. Level of effort for red-legged frog capture and relocation (Tasks 1.2 and 1.3) is a best estimate. If large numbers of red-legged frog are present within the work area, H. T. Harvey & Associates will require additional budget to relocate frogs and ensure that the work area is clear of red-legged frogs.
5. Condition # 11 of the BO calls for a full-time biological monitor (not a Service-approved biologist) on-site during the entire duration of construction. This scope includes HTH's Service-approved biologist providing training to the designated biological monitor, but does not include provision of a full-time biological monitor. It is assumed that the Town or Contractor will provide the full-time biological monitor.
6. Dewatering is not required at the wine shed site.
7. Groundcover vegetation removal will only occur at the drop structure site and will take 2 days. HTH will monitor vegetation removal and relocate any frogs found, but the vegetation removal will be performed by others.
8. Exclusion fencing installation and dewatering will take 1.5 days at each of the three sites.



Project Name: Upper Atherton Channel Phase 1 Biological Construction Monitoring

Proposal Number: 4497

Project Number:

Date: July 11, 2005

Task	Personnel Hours by Task								Subtask Cost	
	Dan Stephens	Julie Klingman	Max Busardo	Jeff Wilkinson	Steve Carpenter	Matt Quinn	Laird Henkel	Graphics		Support
1. California Red-Legged Frog Construction Monitoring										
1.1 Worker Awareness Program (BO Conditions 11 and 13)		1	8	8		4		4	2	\$ 2,855
1.2 Pre-Construction Monitoring of Existing Pools			1			6				\$ 695
1.3 Walsh Road and Wine Shed Sites Pre-Construction Surveys and Relocation (BO Conditions 3-8 and 10)	1	2	8	24	48					\$ 7,785
1.4 Drop Structure Site Pre-Construction Surveys and Relocation (BO Conditions 3-8 and 10)	1	2	8	24	48					\$ 7,785
1.5 Daily Monitoring (BO Condition 10)	1	2	8	8	100					\$ 10,265
2. Pre-Construction Nesting Raptor/Shrike Survey	0.5	0.5	2				8			\$ 1,200
3. Revegetation Installation Inspections (2)	1		1						8	\$ 1,060
Totals	4.5	7.5	36	64	196	18	8	4	2	\$ 31,645
Technical Assignment										
	Principal	Senior Wildlife Ecologist	Project Manager	Herpetologist (Service Approved)	Herpetologist	Restoration Ecologist	Omithologist			



H. T. HARVEY & ASSOCIATES
ECOLOGICAL CONSULTANTS

**Project Name: Upper Atherton Channel Phase 1 Biological
Construction Monitoring**

Proposal Number: 4497

Project Number:

Date: July 11, 2005

PROJECT BUDGET

I. Personnel Costs			
Professional Staff	Hours	Rate	Total
Dan Stephens	4.5	\$ 175.00	\$ 788
Julie Klingman	7.5	\$ 125.00	\$ 938
Max Busnardo	36	\$ 125.00	\$ 4,500
Jeff Wilkinson	64	\$ 105.00	\$ 6,720
Steve Carpenter	196	\$ 80.00	\$ 15,680
Matt Quinn	18	\$ 95.00	\$ 1,710
Laird Henkel	8	\$ 100.00	\$ 800
Graphics	4	\$ 90.00	\$ 360
Support	2	\$ 75.00	\$ 150
		Subtotal	\$ 31,645
Subcontractual Services			
		\$ -	\$ -
		\$ -	\$ -
General Administrative Expense Percentage:		10%	\$ -
		Subtotal	\$ -
II. Direct Costs			
	Miles/Days	Rate	
Travel (\$0.405/mile) (54 miles round trip)	1890	\$ 0.405	\$ 765
Per Diem (days x rate)		\$ 145	\$ -
GIS (per hour surcharge)		\$ 10	\$ -
Equipment			\$ -
Expendable Supplies (red-legged frog brochure copies)			\$ 40
Biological Data Base Searches			\$ -
Service Fees (10%)			\$ 81
		Subtotal:	\$ 886
III. Total Budget			\$ 32,531



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 JULY 20, 2005

**SUBJECT: ADOPT A REVISED 2005 STRATEGIC PARK AND RECREATION
PLAN TO INCORPORATE THE HOLBROOK-PALMER PARK
LANDSCAPE MASTER PLAN**

RECOMMENDATION:

Adopt a revised Strategic Park and Recreation Plan based on the Park and Recreation Commission recommendation of July 6, 2005, to incorporate the Landscape Master Plan as an element of the Strategic Park and Recreation Plan.

BACKGROUND:

At its April 20, 2005 meeting, the City Council directed the Park and Recreation Commission to report back on how it intends to review and implement the Park Landscape Master Plan. On June 15, 2005, the Park and Recreation Commission recommended that the Strategic Park and Recreation Plan be revised to include the Landscape Master Plan.

ANALYSIS:

At its July 6, 2005 meeting, the Park and Recreation Commission approved a recommendation to incorporate the Park Landscape Master Plan by revising the Strategic Park and Recreation Plan by adding a new Paragraph 7 to the Planning Assumptions, Goals and Objectives (see Page 7 of the Strategic Park and Recreation Plan). The Landscape Master Plan is referenced as Attachment "C." At its July meeting, the Park and Recreation Commission also updated Attachment "A" to

the Strategic Plan, now titled “The 2005 Action Plan Master List”, to reflect those projects that have been completed, to modify the Pavilion upgrades description, and to add all of the projects on the Landscape Master Plan “First Steps” list (see Page 9 of Attachment “C”) except for Project 9, which will require a significant capital expenditure. Project 9 will instead be added to Phase A of the Project List of the Landscape Master Plan. In addition, the Commission recommends that Project 6 (see Page 9 of Attachment “C”) have the words “lawn and” deleted because adding lawn behind the restroom at this time would be a major capital expenditure for irrigation, and the current irrigation system may not have the capacity for significant lawn additions. All of these revisions have been prepared as recommendations to Council for approval of a revised Strategic Plan.

FISCAL IMPACT:

There is no fiscal impact at this time. Many of the projects recommended for implementation will have costs associated with them. These costs will be determined in detail at the time of implementation of each project.

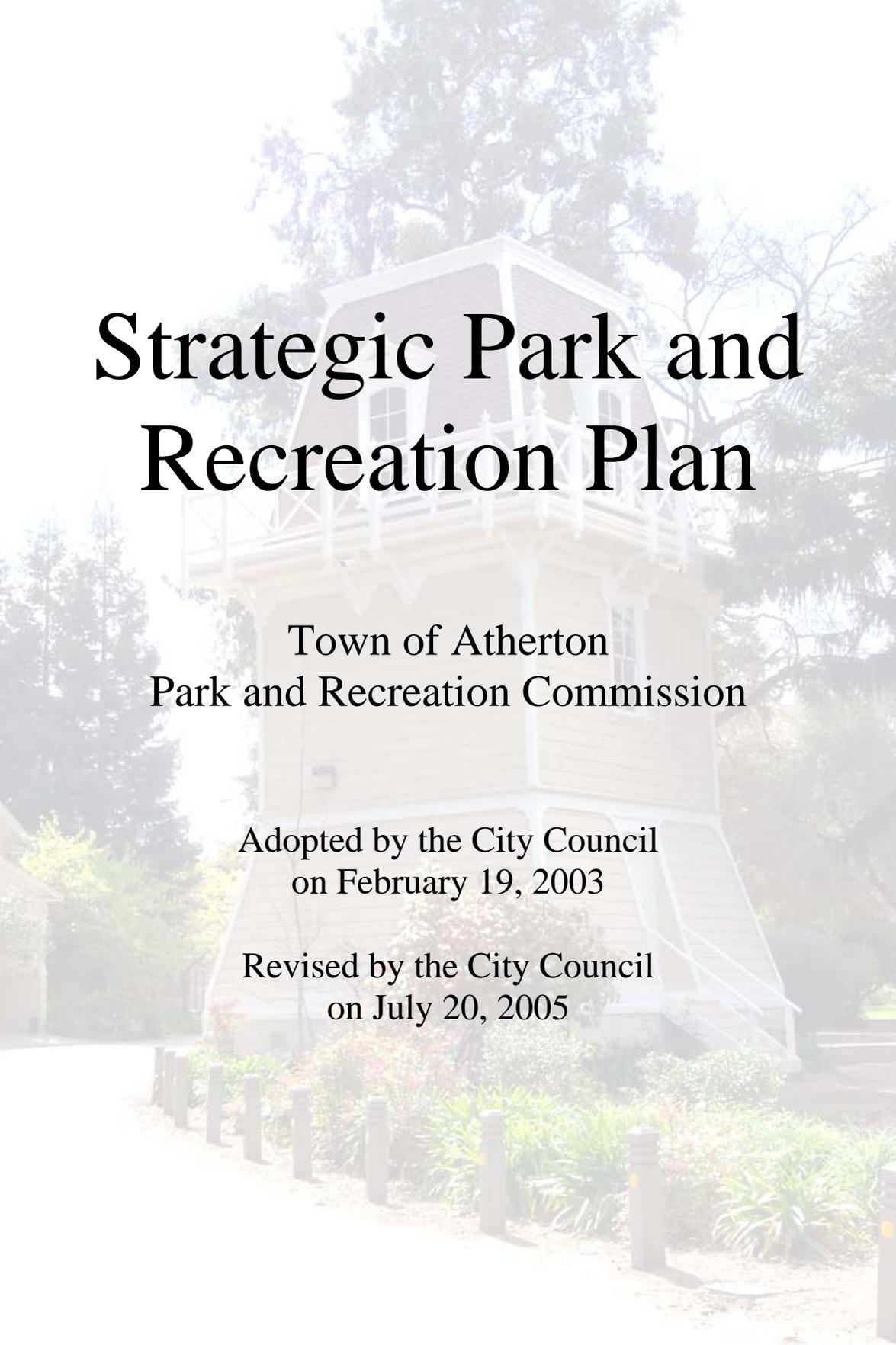
Prepared by:

Approved:

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

James H. Robinson
City Manager

Attachments: Strategic Park and Recreation Plan Dated July 20, 2005
Attachment “C” Holbrook-Palmer Landscape Master Plan



Strategic Park and Recreation Plan

Town of Atherton
Park and Recreation Commission

Adopted by the City Council
on February 19, 2003

Revised by the City Council
on July 20, 2005

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III. Mission Statement

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1. Enhancement to the Natural Arboretum Environment
2. Park Facilities and Their Uses
3. Program Enhancement
4. Development of Action Plan Master List of Needs
5. Finances
6. Development of Parks Policies and Procedures Manual
7. Incorporate the Landscape Master Plan
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9. Evaluation and Update

Appendix 1: Strategic Plan Origination and Evolution

Attachment "A": Action Plan Master List

Attachment "B": Maintenance and Improvement List

Attachment "C": Landscape Master Plan

This 5-year Strategic Plan is the Park and Recreation Commission's blueprint for systematic Parks planning. It will be reviewed and revised again in 2008. It is anticipated that the Park and Recreation Commission, Town of Atherton leadership and citizens will use this document as a guide to identify maintenance, improvement projects and activities that will complement the Plan's substance. Citizens can review the document and gain a sense of the direction the Park and Recreation Commission is pursuing. The Plan represents the interested community's collective efforts. This Strategic Park and Recreation Plan is submitted in accordance with Chapter 2.40, Section 2.40.080, of the Atherton Municipal Code. Appendix 1 relates to the origination and evolution of this Plan's development.

- I. **Vision:** Atherton's Parks shall be centers of community activities, valuable open space, and recreational assets for the Town.

- II. **Purpose:** The Town of Atherton is entrusted to provide for the collective well being of its citizens to include intellectual, social, recreational, cultural and educational interaction.

- III. **Mission Statement:**
The mission of Holbrook-Palmer Park and the Reading Park is to provide venues for those community activities and programs consistent with citizen needs. In bequeathing the Elmwood property to the Town of Atherton, the Olive Holbrook-Palmer Will decreed that the "Town shall, at its own cost and expense, keep, maintain and operate said property in proper order and condition and in a manner suitable for a high class public recreational park" to benefit the community. This Mission Statement serves as a basis for strategic planning, goal setting, short and long-term objectives, and associated action plans that will benefit the citizens and the property.

- IV. **Planning Assumptions, Goals and Objectives:** Planning assumptions are general concepts that the Park and Recreation Commission will pursue in fulfilling the policies of the City Council and the wishes of Atherton residents.

1. **Enhancements to the Natural Arboretum Environment:** The Parks' open space environment is a valued asset.
 - A. Goals:
 1. To preserve the natural beauty of the Town of Atherton.
 2. To increase the attractiveness of the Parks' environment.
 3. To encourage Park users to enjoy the open space environment consistent with the preservation of that space.
 - B. Objective:

To develop improvements and programs that preserve, enhance and facilitate enjoyment of the Parks' beautiful, natural arboretum. Open fields, with extensive walking paths, seating and unstructured play areas shall be emphasized.

2. **Park Facilities and Their Uses:** Holbrook-Palmer Park and the Reading Park have existing facilities that require improvements to meet citizen needs.
 - A. Goal:
 1. To foster a sense of community among Town residents by providing Park facilities for social, cultural, recreational, educational, and meeting uses.
 2. To preserve the character of the historic structures in the Park.
 3. To foster the collaborative relationship among the Holbrook-Palmer Park Foundation/Atherton Dames, Atherton Arts Committee, Tree Committee, Tennis Committee, and other community organizations and individuals to ensure the Park facilities and activities meet the needs of the entire community to the extent possible.
 - B. Objectives:
 1. To develop policies and procedures governing Park use that shall give appropriate priority to uses by Atherton residents and community organizations, and to review annually the Master Calendar for Park Events to ensure opportunity exists for Atherton resident use.
 2. To encourage Park use by individuals, families and small groups of the Atherton community.
 3. To encourage Park use by civic organizations and local schools whose activities serve the Atherton community.
 4. To exclude large groups exceeding two hundred and fifty (250) people and organized sports activities with the

exception of Little League and AYSO Soccer. The Park and Recreation Commission may consider recommending a conditional exception to the policy, on a case-by-case basis, after a Commission public hearing. Any recommendations for an exception to this policy must be formally approved by the City Council.

5. To maintain the current user limits on Park facilities concurrent with the improvement of facilities to meet the community needs.
6. To solicit input from neighbors living adjacent to the Parks. The Park and Recreation Commission and Town staff will attempt to mitigate uses adversely affecting neighbors.
7. To annually review tennis key membership policies and programs and make recommendations to the City Council.
8. To periodically evaluate regional non-park rental facilities that offer services competitive with Holbrook-Palmer Park.
9. To enhance and expand existing Park facilities, i.e. existing buildings and other physical structures, to meet identified needs of the community.
10. To promote activities, such as weddings and other social functions, to financially support Park operation and maintenance of recreational activities.
11. To exclude Park facilities use for large events by firms or individuals for the purpose of selling objects and/or services that do not benefit the Town of Atherton. The Park and Recreation Commission may consider recommending a conditional exception to this policy, on a case-by-case basis, after a Commission public hearing. Any recommendations for an exception to this policy must be formally approved by the City Council.
12. To approve facilities use by fund-raisers benefiting the Town of Atherton and for cultural events fulfilling the Atherton Arts Committee Charter after receiving a formal written proposal and subject to meeting conditions set by the Park and Recreation Commission.
13. To maintain and upgrade facilities in accordance with available Town budgetary resources.

3. **Program Enhancement:**

A. Goal:

To foster a variety of recreational classes and programs being provided that will meet the needs of the multi-faceted, broad age spectrum Atherton community.

B. Objectives:

1. To evaluate and explore community needs and solicit resident feedback on the effectiveness of Park management, infrastructure maintenance, recreational programs, and events, the Park and Recreation Commission will:
 - i. sponsor an annual “State of the Park” Public Forum with the Atherton Arts Committee, Tree Committee, Tennis Committee, Little League, Playschool Management, and other community-interest groups (Atherton Civic Interest League, Homeowner Associations, etc).
 - ii. encourage citizen communication with the Commission (i.e., via Town website, *Athertonian* newsletter, and during Public Comments at Park and Recreation monthly meetings, etc.).
2. To encourage the development and promotion of recreational classes and programs (i.e., seasonal sports activities, etc.) that cater to community needs. Tennis program development that expands court use will be a priority.
3. To encourage the development and promotion of all types of Park usage by Atherton residents and their families, i.e., Town functions, national, state and local civic interest events, lectures and educational events, concerts, celebrations, etc.
4. To keep abreast of facilities and programs at public and private schools and regional parks within the immediate area and to evaluate the extent of their use by Atherton residents.

4. **Development of Action Plan Master List of Needs:**

A. Goal:

The Park and Recreation Commission will work with the Town staff to develop an Action Plan Master List for its inclusion in the Annual Capital Outlay/Improvement Program. See Attachment “A”. Contained therein are projects that directly

relate to the Parks' grounds and buildings that should be considered and/or implemented, if feasible. Prioritized, certain projects are identified for 2003 implementation and others will require longer-term implementation. As the priority projects are completed or deferred, other listed projects will be advanced and re-prioritized.

B. Objectives:

1. The members of the Park and Recreation Commission shall conduct semi-annual maintenance inspections with the Public Works Director, Park Program Manager, or a Town staff designee in April and October of each calendar year and submit a written report to the City Manager after each inspection with a copy furnished to the City Council. See Attachment "B".
2. Prioritize the Master List Action Plan annually.
3. Promote staff development of a scheduled buildings and grounds maintenance program that avoids an accumulation of deferred projects.

5. **Finances:**

A. Goals:

1. Relative to Park expenditures, The Town of Atherton shall implement sound financial planning and fiscal restraint.
2. The City Manager will continue to work in concert with the Holbrook-Palmer Park Foundation/Atherton Dames, Atherton Arts Committee, Tree Committee, Tennis Committee, interested organizations and private groups to fund capital projects as needed for the Park system, bearing in mind the priorities the City Council has established for use of Town resources.

B. Objectives:

1. The Park Program Manager will submit monthly to the Park and Recreation Commission the Park activities and revenue report. The City Manager and the Park Program Manager shall submit a proposed capital projects budget to the Park and Recreation Commission no later than their May meeting each year.
2. The City Manager and City Council, in concert with the Park and Recreation Commission, will review additional

budget requests and make appropriate recommendations to implement the proposed Strategic Plan, or portions thereof, which may require allocation of additional resources over a five-year planning period.

3. The City Manager and Park Program Manager shall present annually to the Park and Recreation Commission a review of Park rental and user fee policies to assure they are contributing to the overall financial health of the Park.
4. To support fund-raising activities of the Holbrook-Palmer Park Foundation/Atherton Dames, Atherton Arts Committee, Tree Committee, and Tennis Committee for Park betterment.
5. To support privately instigated fund-raising activities that will provide direct Town or Park betterment.
6. To investigate grants and other sources of private funds that might offer additional revenue for Park improvements.
7. To promote rentals of facilities for business meetings and social events.
8. To require all Parks hardscape projects to have an integrated landscape design plan and funding for long-term maintenance.

6. **Development of Parks Policies and Procedures Manual:**

The Park and Recreation Commission and Town staff shall develop in 2003 a Parks Policies and Procedures Manual governing the use of the Parks, subject to approval of the City Council. The policies and procedures shall give appropriate priorities to uses by Atherton community organizations.

7. **Incorporate the Landscape Master Plan**

The Landscape Master Plan approved by the City Council on April 20, 2005 is now incorporated into this Park Strategic Plan. All of the above goals, assumptions and objectives shall be implemented in accordance with the Landscape Master Plan. The Action Plan Master List has been updated in 2005 to include a priority listing of project needs to implement the Landscape Master Plan. The Landscape Master Plan is included in this Park Strategic Plan as Attachment "C".

8. **Governmental Compliance:**

The Park and Recreation Commission will act within the California Environmental Quality Act (CEQA) and all other appropriate Federal, State and Municipal laws prior to approval of any project or program. The Park and Recreation Commission will cooperate in implementing any noise control measures and any other ordinances and rules adopted by the City Council.

9. **Evaluation and Update:**

- A. Throughout the Strategic Planning process, the Park and Recreation Commission's efforts will be evaluated by community members and the City Council.
- B. Attachment "A" will be reviewed, updated and re-prioritized annually in May, beginning in 2004, by the Park and Recreation Commission and approved by the City Council at a public meeting. This planning document should be reviewed and revised in 2008.

Appendix 1: Strategic Plan Origination and Evolution

The development of this plan is based upon the following factors:

1. The Park and Recreation Commission serves the Atherton City Council in an advisory role on parks and recreational issues.
2. The Holbrook-Palmer Park Foundation/Atherton Dames, Atherton Arts Committee, Tree Committee, and Tennis Committee volunteer their services to foster fund-raising efforts in support of the Park and provide community outreach through recreational, social, educational, and cultural activities within the Town of Atherton.
3. An Advisory Committee consisting of members from the Park and Recreation Commission, Holbrook-Palmer Park Foundation/Atherton Dames, Watkins Avenue, and Felton Gables neighborhood formed the nucleus of the revisions to the 1997 Strategic Plan, and is given recognition here.
4. Citizens participated through a series of public sessions.
5. A comprehensive public review and discussion regarding the plan document was held first by the Park and Recreation Commission prior to consideration by the City Council for adoption.
6. The City Attorney has reviewed current Park uses, and will continue to review future uses, to assure that they meet the obligations established by the Olive Holbrook Palmer Will, by Federal, State, and Municipal laws, contractual and grant requirements, and the Atherton General Plan.
7. Demographic profiles of Atherton families were considered throughout the plan.
8. Reports from previous long-range planning efforts and other documentation were reviewed and considered:
 - a) Olive Holbrook Palmer Will, 1959.
 - b) Atherton Interest in a Community Park and Recreation Report for the City Council prepared by Louis Kroeger & Assoc., February 1959.
 - c) Council Policy Committee White Paper Report: Holbrook-Palmer Park to a Self-Funding Status, February 1979.
 - d) Holbrook-Palmer Park Foundation Committee's Long-Range Plan Report, August 1989.
 - e) Park and Recreation Commission's Strategic Outline Report for Holbrook-Palmer Park, February 1991.
 - f) City Council adopted Park Strategic Plan, September 1992.
 - g) City Council adopted Park Strategic Plan, July 1997.

- h) Park and Recreation Commission Report to Council dated August 30, 2001.
- i) Atherton Town-wide Survey on Holbrook-Palmer Park Use, 2002.
- j) Public Meetings of Park and Recreation Commission in Summer and Fall 2002.
- k) Joint Public Meeting of the City Council and Park and Recreation Commission of November 19, 2002.

Attachment "A"

Park and Recreation Commission
2005 Action Plan Master List

A. Pavilion And Rear Patio

1. Improve the rear patio and front plantings.
2. Provide the City Council with the requested improvement options such as renovating lights, carpets, and expanding the floor area by adding French doors and sunrooms to accommodate larger group use. Implement the most feasible renovation option.
3. Clear Pavilion entrance adjacent to the Parking lot of mixed up and difficult to maintain plant materials. Replace with Camellia sasanqua 'White Doves' and/ or Camellia sasanqua 'Stars and Strips', Trachelosperum (Star Jasmine), and Ceratostigma plumbaginoides (Dwarf Plumbago). The aforementioned plant materials are handsome all year round, offer seasonal color and scent and may be obtained at nominal cost.

B. Tennis Courts/Covered Shelter/Practice Wall

1. Renovate the six courts as recommended.
2. Expand and improve or replace the adjacent covered shelter and explore additional seating area.
3. Clear poorly performing plant material on the west edge of the tennis courts. Replace with Populus fremontii.

C. Main House/Rita Corbett Evans Art Center/Front Patio

1. Explore the feasibility of developing a new Arts Center within existing Park structures.
2. Remove tired hedge and ornamental plant materials bordering the walkway to the Historic Fountain. Replace with lawn. Fall/winter 2005 transplant the existing Washington thorn trees in a bosc formation to frame the Historic Water Fountain as shown on the plan.

D. Carriage House And Water Tower

(protect and preserve the historical building's unique exterior/interior character)

1. Renovate the Carriage House kitchen.
2. Renovate the Carriage House bathrooms.
3. Develop the downstairs and upstairs interiors of both buildings into functional space.
4. Stabilize and renovate the Tower exterior.
5. Encourage citizens and groups to financially contribute towards this endeavor.

E. Restrooms

1. Clear Restroom area of overgrown, tired and inappropriate hedge materials. Replace with a few trees as specified in the Master Tree list. Paint the Restroom with a color complementary to the other buildings. Add climbing ornamental vines such as Morning Glory.

F. Corporation Yard

1. Explore future yard options, i.e. relocate and build smaller, downsize current buildings, use current structures and architecturally enhance the exterior.
2. Clear and clean-up the Corporation Yard of debris. Organize tools and equipment.
3. Complete walking path behind corporation yard

G. North Meadow

1. Remove ivy and clear overgrown plant materials in the area adjacent to the walking path behind the north meadow (east edge perimeter).
2. Clean up and clear overgrown plant materials at the south edge of the park (south perimeter adjacent to the railway tracks).
3. Prune young oak trees at south perimeter. Arborists are required for this work.

H. Park Entrance

1. Clear park entrance of mixed-up and difficult to maintain ornamental plant materials. Replace with a few elms and lawn.

I. Other Infrastructure

1. Prioritize projects in the Town Home.
2. Improve the irrigation system.

Attachment “B”

TOWN OF ATHERTON – PARK AND RECREATION COMMISSION

MAINTENANCE AND IMPROVEMENT LIST

PARK AND RECREATION COMMISSION'S
VISUAL MAINTENANCE REVIEW OF HOLBROOK-PALMER PARK

(COMPLETED BY PARK AND RECREATION COMMISSION AND TOWN STAFF
IN APRIL AND OCTOBER OF EACH YEAR)

ITEM/AREA REVIEWED	DATE REVIEWED	CORRECTIVE ACTION RECOMMENDED AS APPLICABLE
Entry Gates – Watkins Avenue		
South Meadow		
North Meadow		
Fountain Area		
Children’s Playground		
Parking Area – Main House		
Parking Area – Pavilion		
Parking Area – City Manager’s House		
Main House – Interior		
Main House – Exterior		
Main House – Patio Area		
Gazebo		
Pavilion and Patio Area		
Tennis Courts		
Playschool – Interior		

Playschool – Exterior		
Carriage House – Interior		
Carriage House – Exterior		
Corporation Yard – Interior		
Corporation Yard – Exterior		
Water Tower – Interior		
Water Tower – Exterior		
Park Lighting		
Trees and Shrubs		
Drinking Water Fountains		
Walking/Fitness Paths/ Fitness Station		
Restrooms		
Little League Field		
Overall Condition of Park/ Park Roads		

SIGNATURE OF CITY MANAGER
OR HIS/HER DESIGNEE: _____ DATE: _____

SIGNATURE OF CHAIR OF
PARK & RECREATION COMM.
OR HIS/HER DESIGNEE _____ DATE: _____

COPY TO: 1) Town of Atherton City Clerk/Central Files
 2) Park and Recreation Commission File

Attachment "C"

HOLBROOK-PALMER PARK
150 Watkins Avenue
Atherton, CA 94027

SCHEMATIC LANDSCAPE MASTER PLAN

April 15, 2005

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We would like to express our gratitude to the Atherton City Council, Park and Recreation Commission, the Design Working Group (Atherton Foundation, The Dames, Arts Committee, Public Works, Town Arborist, Tree Committee, Civic Interest League, and Atherton Garden Guild). Their continued participation in the year-long public process is greatly appreciated.

We would also like to thank all the landscape architects, architects and design professionals who so generously donated their time and expertise for an intensive all-day design charette. Their insight and experience has been invaluable in the realization of a new vision for Holbrook Palmer Park.

Lastly, we thank all the interested citizens of Atherton who participated in the charette or otherwise provided their interest and support throughout the year.

Charette Participants

(Landscape Architects, Architects, Design Professionals)

Antonia Bava
David Schellenger
David Meyer
Lynn Harrison
Sarah Kuehl
Robert Waterman
Marilee Rossi
Cathy Blake
Courtney Behm
Jakob Trconic
Christian Werthmann

Design Working Group

Kathy Hughes Anderson
Shirley Carlson
Rachel Croft
Duncan Jones
Thormund A. Miller
Dick Nippes
Betty Ogawa
Marguerette Paponis
Joan Sanders
Steve Tyler

April 15, 2005

Joan K. Dolan
Denise Kupperman
Roslyn Rubesin-Eiger

Holbrook Palmer Park Landscape Master Plan

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Master Tree List

Estimated Project Costs

Holbrook Palmer Park Landscape Master Plan

Mission Statement

March 2, 2004

The Holbrook Palmer Park Master Landscape Plan is an overall layout plan describing potential future improvements to Holbrook-Palmer Park.

The Mission of the Landscape Master Plan is to provide the Town of Atherton with a clear, cohesive vision, embraced by the community, for the development and preservation of the Park.

The Landscape Master Plan will define the Park's Recreational, Garden, and Open Spaces within its historical context and the Strategic Park and Recreation Plan 2003. Additional considerations include the Town budget and staff's maintenance capabilities.

The Landscape Master Plan will:

1. Reaffirm the cultural and civic spirit of the Park.
2. Preserve and enhance the Park's tree collection 'Arboretum'.
3. Clarify and strengthen Park entrances and edges.
4. Provide a unified plan and program for elegant and sustainable garden areas.
5. Improve pedestrian and vehicular circulation.
6. Integrate civic, rental, and recreation uses.
7. Provide ways to allow for concurrent active and passive recreation.
8. Visually enhance the Corporation Yard.
9. Keep maintenance levels within the realm of normal park maintenance.
10. Provide a design language for signage, lighting, benches, trash receptacles and other site furnishings that enhance the visual and practical aspects of the Park.

The intention of the landscape master plan process is to provide a long-term guideline for the organization of Park spaces, and create a beautiful and memorable experience for all visitors to Holbrook Palmer Park.

Joan K. Dolan
Denise Kupperman
Roslyn Rubesin-Eigler

March 2, 2004, Town of Atherton City Council and Park and Recreation Commission Joint Meeting

Holbrook Palmer Park Landscape Master Plan

Design Concept Statement

The pastoral qualities and grand scale of the existing trees and lawn of Holbrook Palmer Park are, by far, the most important attributes that set this place apart from other parks in the area. The residents of Atherton are in the enviable position of creating a singularly special park by merely enhancing these inherent qualities. The goal of the new landscape master plan is to build on the existing character of the park to make a place that the community will use and enjoy while serving the diverse needs of its residents. The park has been organized into three main areas: Civic, Recreational and Pastoral. Implementing this landscape master plan will result in a glorious park and a vibrant center for community life.

Civic

A civic core was created around the Main House and other structures by designing a variety of integrated new outdoor rooms.

- An Event Garden central to both the Main House and Pavilion will expand the garden experience associated with these buildings.
- The Water Tower Green, patios and an enclosed garden adjoining the Pavilion will bring new places for gathering or quiet relaxation.
- New Courtyards at the Carriage House further enhance the building's historical character and reclaims lost garden spaces while integrating the Corporation Yard building into the overall park setting.

These 'garden rooms' recapture unused space, and will provide flexible rentable spaces that serve public or private events.

A formal, tree lined Grand Promenade will provide a gracious means of finding one's way to the Main House, Great Lawn or Children's Playground. Reworking the entrance drive, driveways and parking lots, adding sidewalks, providing appropriate paving, tree lined paths and fire truck access benefitted the circulation. A gated service yard sited at the Pavilion provides convenient space for catering vehicles and shields garbage cans from view. The reorganized Corporation Yard, no longer an eye sore, has been screened by robust and beautiful plantings. This reorganization of the Corporation Yard also resulted in reclaimed space for a courtyard adjacent to the Carriage House. The Front Lawn has been cleared of overgrown hedges, and other tired plant materials. The historical fountain has been framed by a bosc of trees. The existing buildings and new landscape spaces are now unified into a coherent civic core.

Park furnishings (benches, picnic tables, trash receptacles, signage, drinking fountains, bicycle racks, seating and bulletin boards) have been selected and sited.

Recreational

All currently existing recreational activities have been maintained on the Great Lawn. The tennis facilities have gained tournament viewing bleachers integrated with the courts so that the tennis fencing may be screened from view. A shaded picnic space is an added amenity to the tennis area. The walking path has been extended behind the Carriage House to provide a complete loop around the park. A small informal amphitheater has been set-up in the existing swale, framed by a spiral of elm trees and block benches. The amphitheater links many of the Park features; the Elm Forest, the Playground and the Great Lawn. New plantings screen the Great Lawn from the railroad tracks.

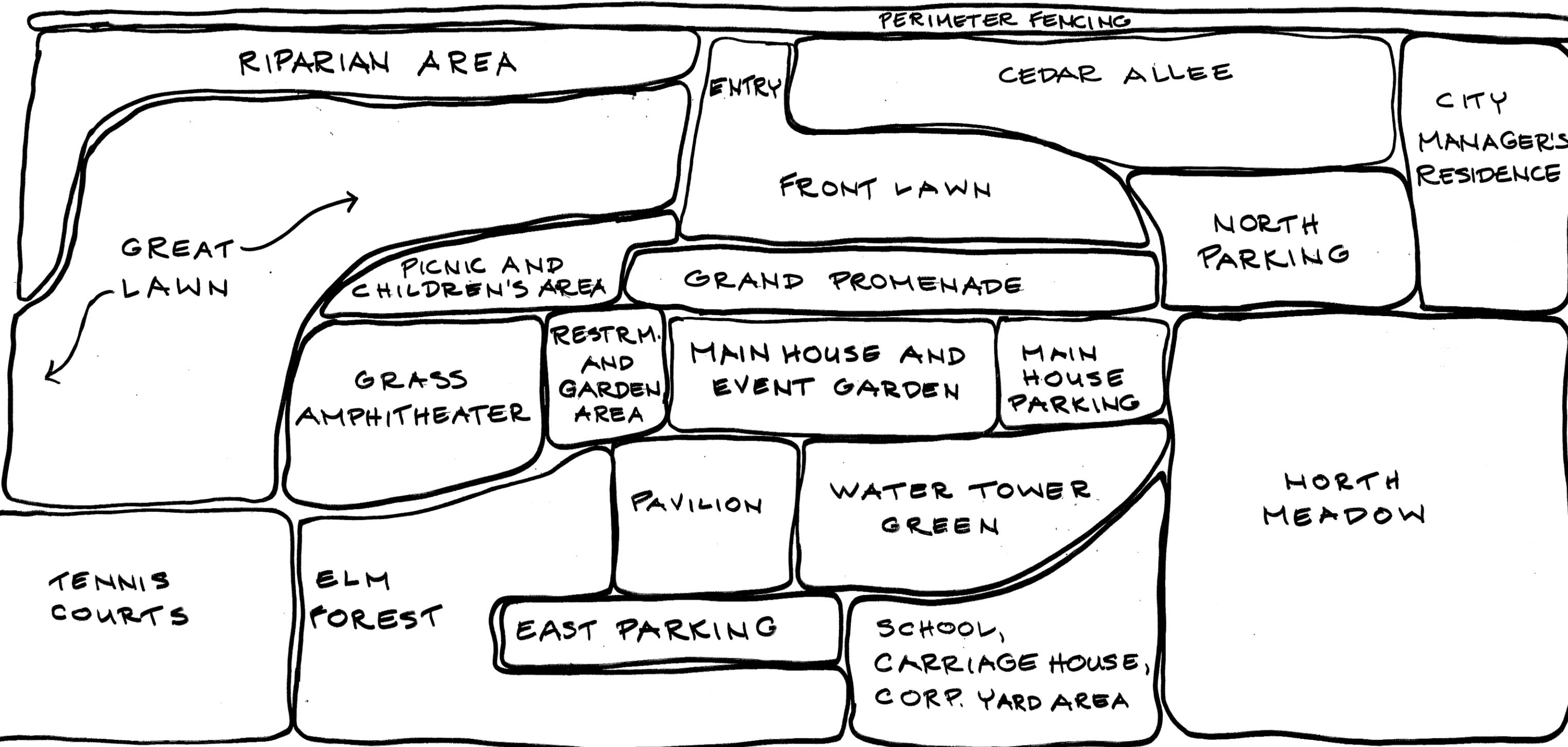
Pastoral

The plan provides a means to bring the Park more closely in line with the classical definition of an Arboretum. Through guidelines for future plantings and selective removal, the trees evolve into collections of elms, oaks, conifers and ornamentals enabling horticultural study. The underlying principle of the plan is to recognize the Park's historical context and build upon the inherently picturesque nature of the place.

Edge conditions along the creek bank have been improved by restoring a section to a natural habitat, which, in addition, functions as a storm water retention site. With the addition of a pedestrian bridge entrance along Watkins Avenue, better fencing and a refurbished gate, all entries into the Park will be more inviting. Site elements include three water features in the Water Tower Green, in addition to the historic fountain framed by trees.

Numerous opportunities for art are identified. The Amphitheatre is delineated by art blocks for seating and play. Other artistic seating may be commissioned as sculptural objects and the Arts Committee may sponsor competitions for inventive and creative elements.

Holbrook Palmer Park is alive with places for the entire community: to meet, to play and to enjoy the beauty of the 'Arboretum'. Visitors have the opportunity to experience a myriad of activities. Grandparents stroll along the path while their grandchildren run through the forested canopy. Meanwhile, a wedding is joyously held in the Event Garden. In the Pavilion and surrounding patios, the caterers set up the evening's feast. Little League teams compete on Saturday mornings on the Great Lawn, while a garden club sets up their meeting in the Carriage House courtyard. Families with picnics in hand enter the Park across the bridge overlooking a natural riparian habitat. Signs declare an upcoming Music and Arts Festival to be held in the North Meadow. Joggers exercise at the Par Course outposts. Friends meet by the Water Tower Green and chat on a bench by the fountain. The Park is a recognized Arboretum with a class of horticulture students studying various tree specimens. Holbrook Palmer Park has become a truly gracious setting for formal functions, informal play, gatherings, physical activities, the Arts and celebrations.

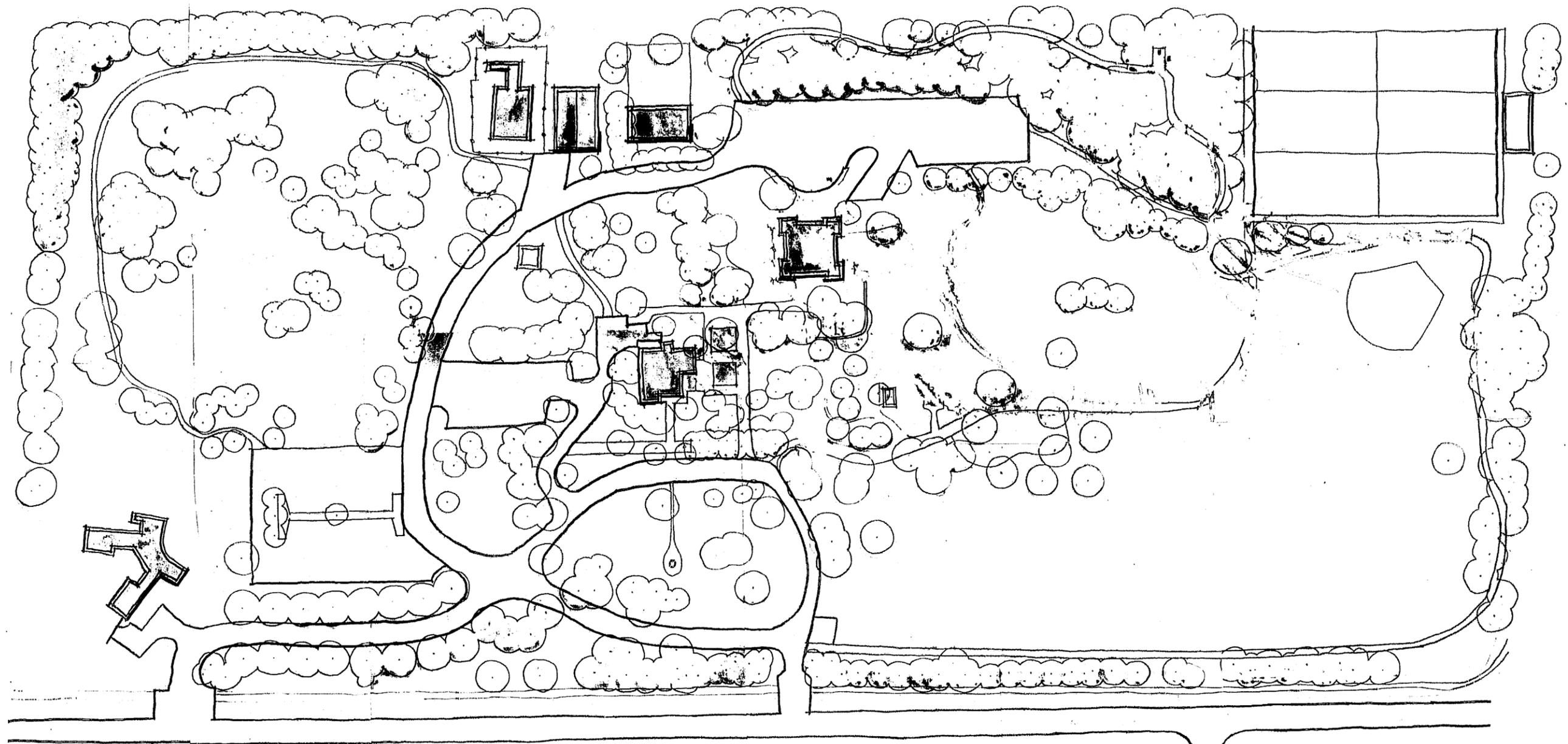


HOLBROOK PALMER PARK
 150 WATKINS AVENUE
 ATHERTON CA 94027

PARK SPACES DIAGRAM

APRIL 15, 2005



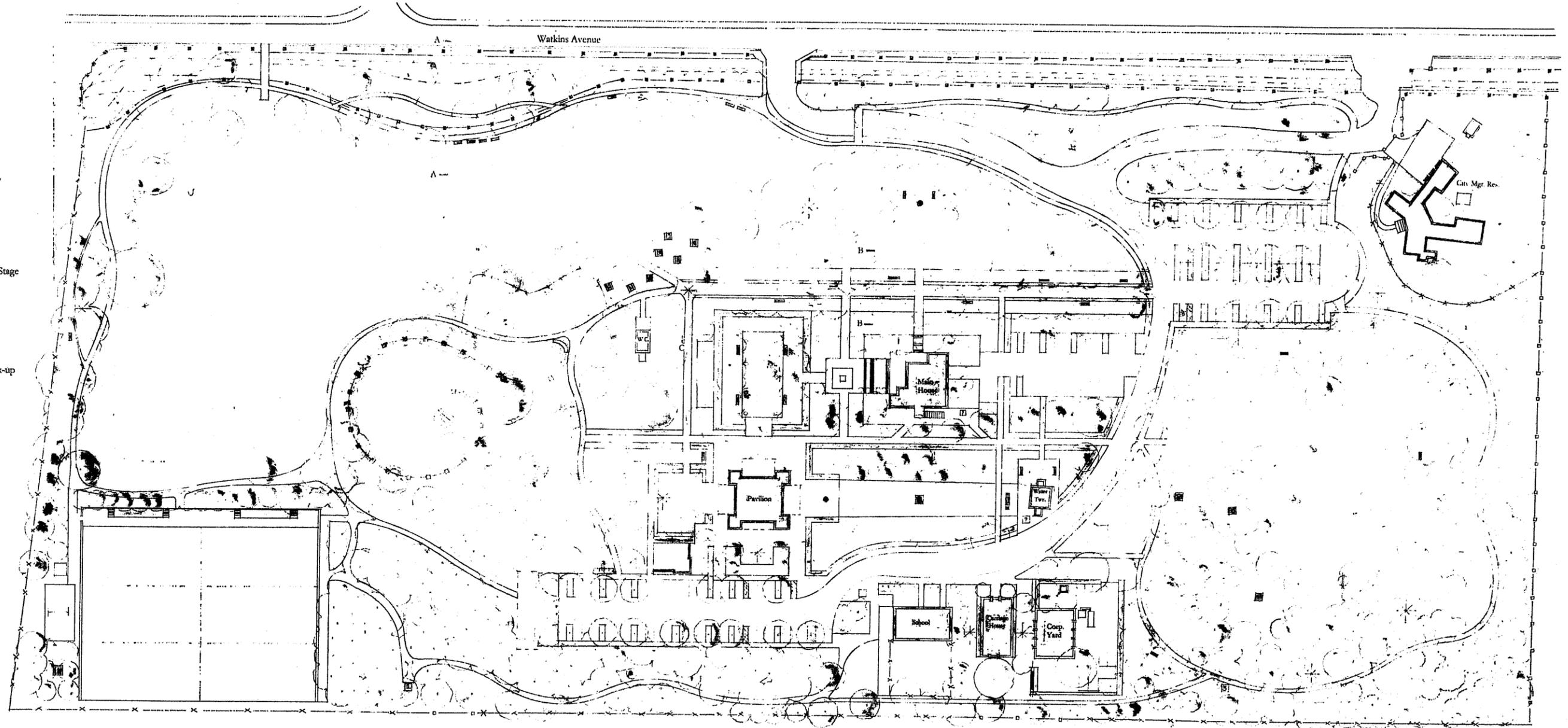


Atherton
Holbrook - Palmer Park
EXISTING CONDITIONS
MARCH 2, 2004

N.T.S.
PENISE KUPPERMAN - JOAN K. DOLAN

KEY

- * = Art Element
- = Seating Block/
Art Bench
- = Bench
- ≡ = Bike Racks
- ⊙ = Informal
Amphitheatre Stage
- ? = Information/
Bulletin Board
- ⊞ = Pat Course
- ⊞ = Picnic Tables
- ⊕ = Electrical Hook-up
- ⊙ = Existing Tree
- ⊙ = Proposed Tree

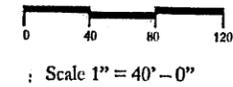


HOLBROOK PALMER PARK
150 Watkins Avenue, Atherton California

**SCHEMATIC
LANDSCAPE MASTER PLAN**

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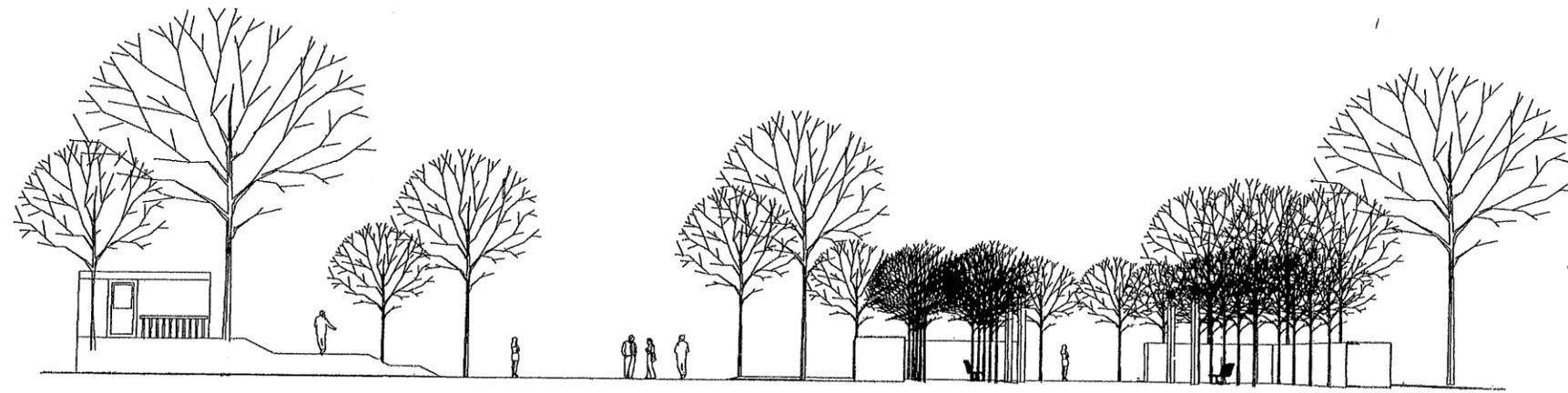
April 15, 2005



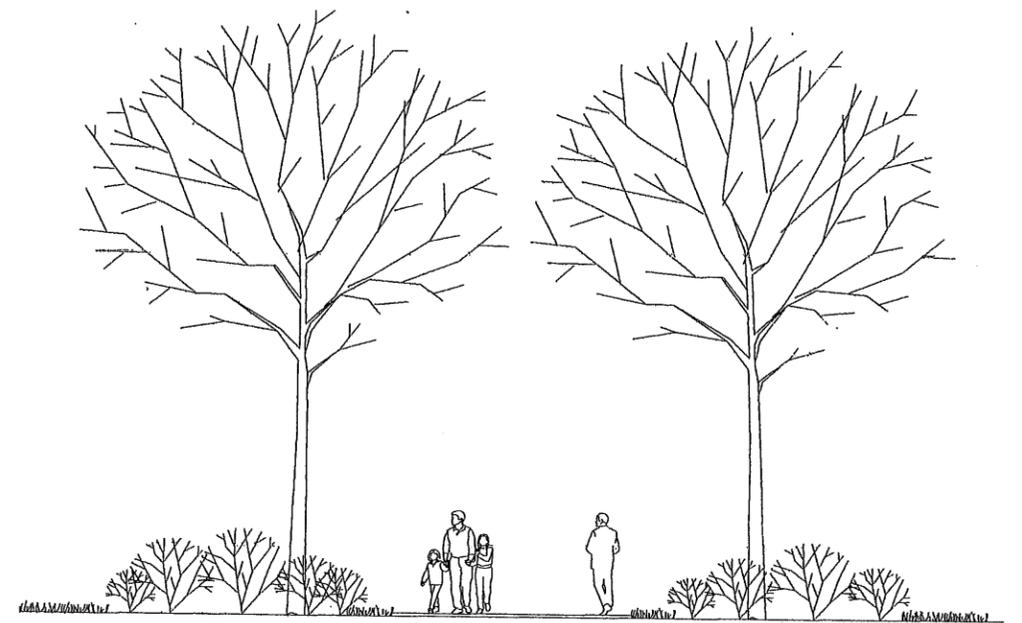
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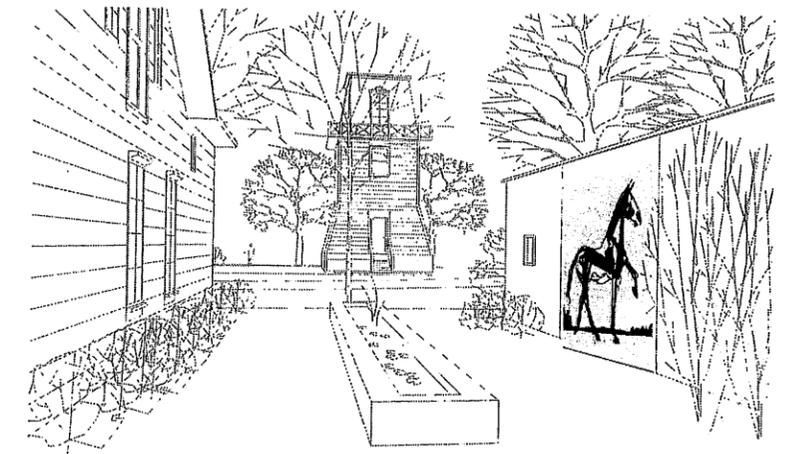
Section C – Main House and Event Garden



Section B – Promenade



Section A – Creek Restoration



Sketch – Carriage House Courtyard

HOLBROOK PALMER PARK
150 Watkins Avenue, Atherton California

**SCHEMATIC
LANDSCAPE MASTER PLAN**

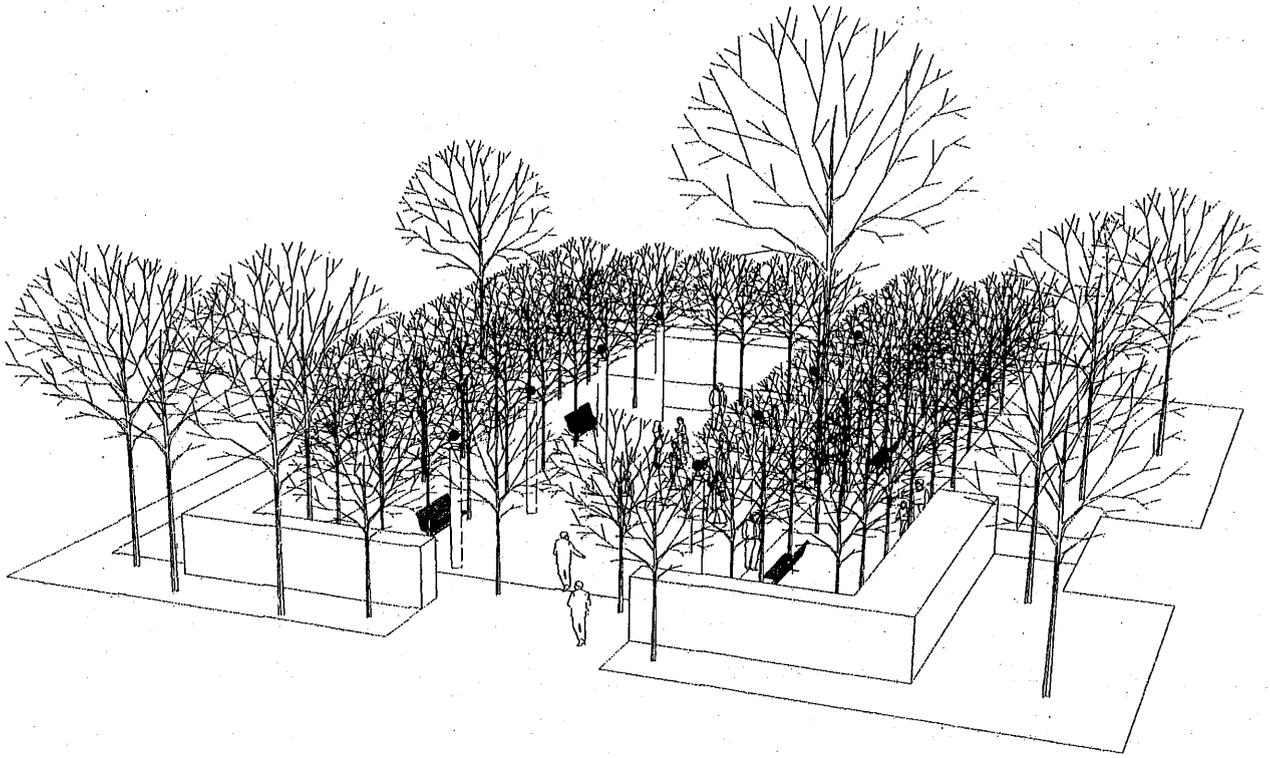
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April 15, 2005

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Perspective Sketches- Event Garden

Holbrook Palmer Park Landscape Master Plan

First Steps

There are a number of simple clean-up steps that, if done will improve the look of the park significantly. These first steps would cost little, if anything, particularly if Work Furlough Crews are utilized effectively.

1. Remove ivy and clear overgrown plant materials in the area adjacent to the walking path behind the north meadow (east edge perimeter).
2. Clean up and clear overgrown plant materials at the south edge of the park (south perimeter adjacent to the railway tracks).
3. Prune young oak trees at south perimeter. Arborists are required for this work.
4. Clear park entrance of mixed-up and difficult to maintain ornamental plant materials. Replace with a few elms and lawn.
5. Clear Pavilion entrance adjacent to the Parking lot of mixed up and difficult to maintain plant materials. Replace with *Camellia sasanqua* 'White Doves' and/ or *Camellia sasanqua* 'Stars and Strips', *Trachelosperum* (Star Jasmine), and *Ceratostigma plumbaginoides* (Dwarf Plumbago). The aforementioned plant materials are handsome all year round, offer seasonal color and scent and may be obtained at nominal cost.
6. Clear Restroom area of overgrown, tired and inappropriate hedge materials. Replace with lawn and a few trees as specified in the Master Tree list. Paint the Restroom with a color complementary to the other buildings. Add climbing ornamental vines such as Morning Glory.
7. Remove tired hedge and ornamental plant materials bordering the walkway to the Historic Fountain. Replace with lawn. Fall/winter 2005 transplant the existing Washington thorn trees in a bosc formation to frame the Historic Water Fountain as shown on the plan.
8. Clear poorly performing plant material on the west edge of the tennis courts. Replace with *Populus fremontii*.
9. Clear out some of the plant material between the Pavilion and Water Tower. Plant a lawn as shown on the Schematic Plan.
10. Clear and clean-up the Corporation Yard of debris. Organize tools and equipment.

Holbrook Palmer Park Landscape Master Plan

Project Phasing

Criteria for Project Phases

The phases are ranked, independent of cost factors, in order of their dramatic visual and civic impact, and enhancement of pure park enjoyment.
All projects enhance and build upon the park's arboretum.

Phase A

- Establishes circulation patterns and defines a Civic Core.
- Augments potential for increased income from civic and rental spaces.
- Integrates Corporation Yard into the beautiful park setting.
 1. Grand Promenade
 2. Event Garden
 3. Pavilion Garden
 4. Corporation Yard
 5. Great Lawn Perimeter Tree Planting

Phase B

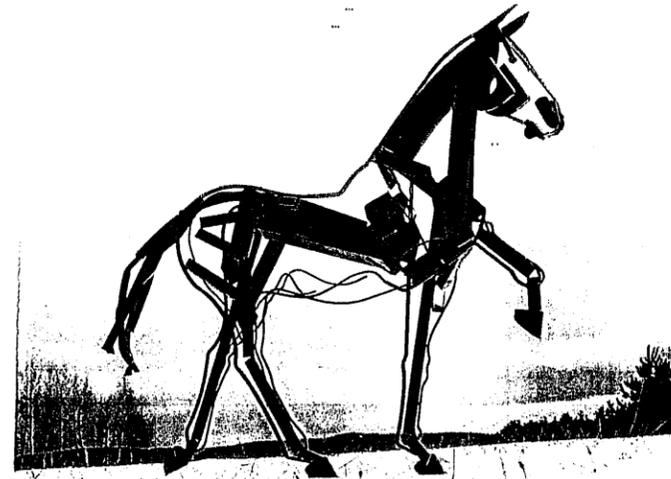
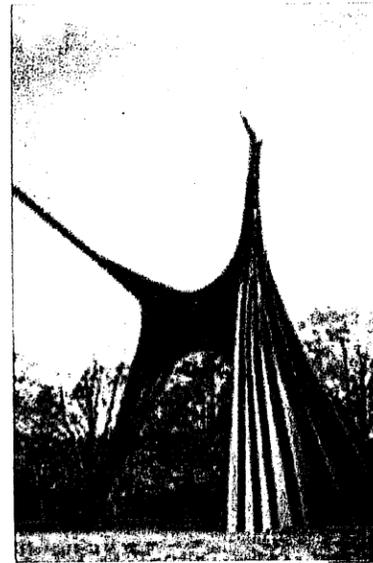
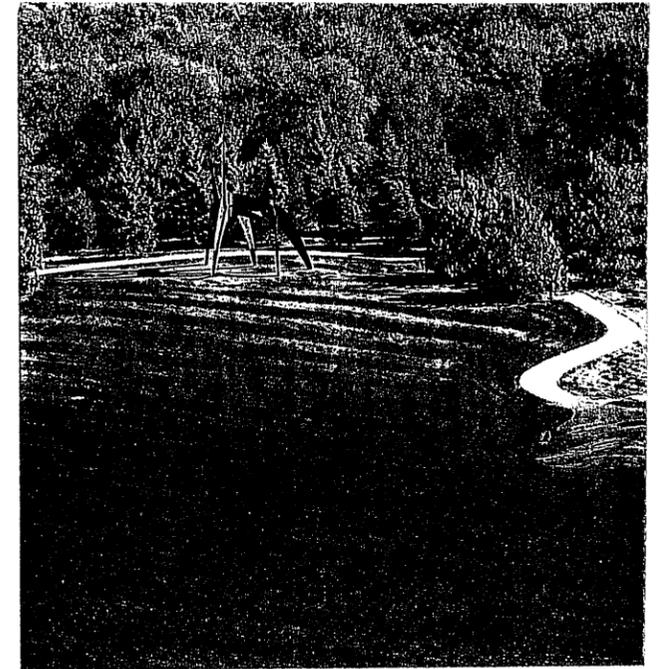
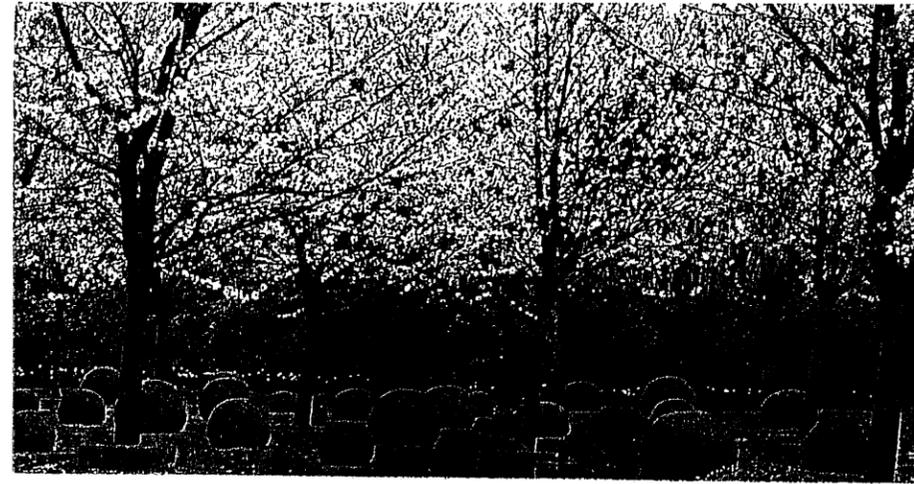
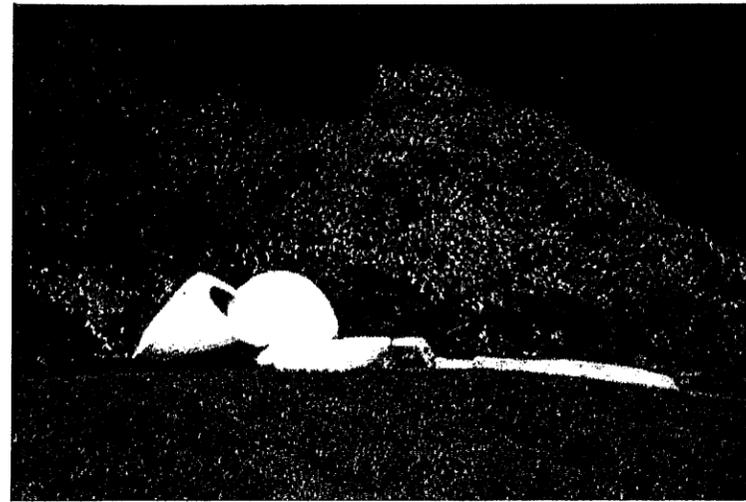
- Makes existing areas more beautiful and adds possible new uses.
- Integrates Parking Lots and Restroom into a park setting.
 1. Water Tower Green
 2. Parking Lots
 3. Amphitheater and Picnic/Children's Playground
 4. Entry, Front Lawn and Historical Fountain

Phase C

- Improves edge conditions.
- Provides storm water drainage and retention.
- Increases native habitat.
- Improves Tennis Facility and City Manager's Residence.
 1. Riparian Area
 2. North Meadow
 3. City Manager's Residence

Phase D

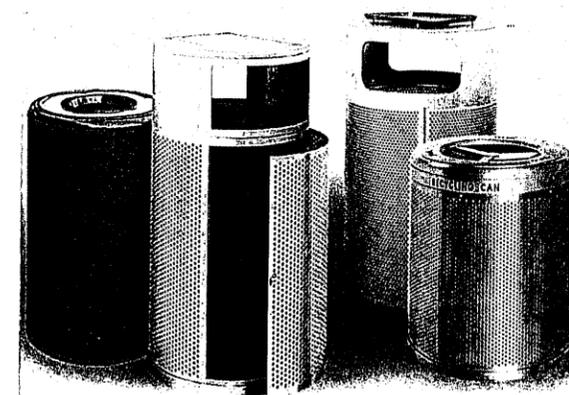
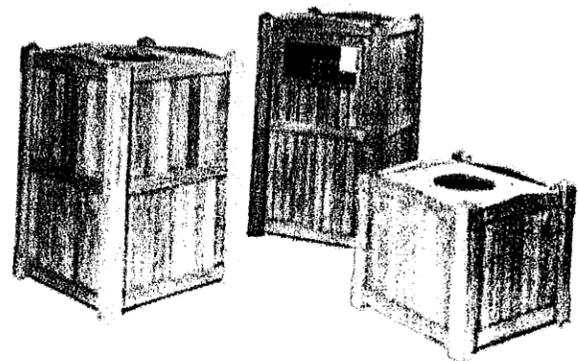
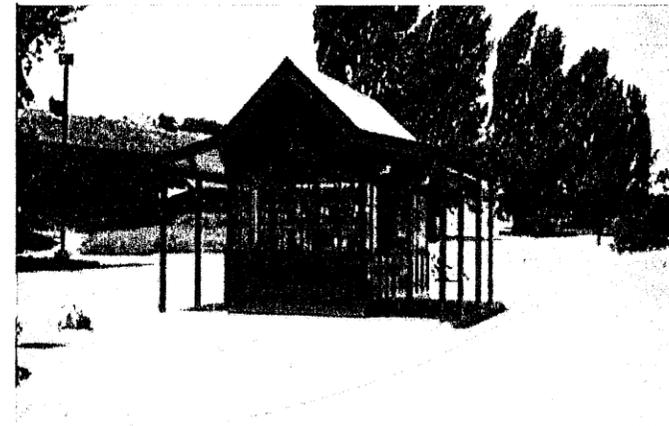
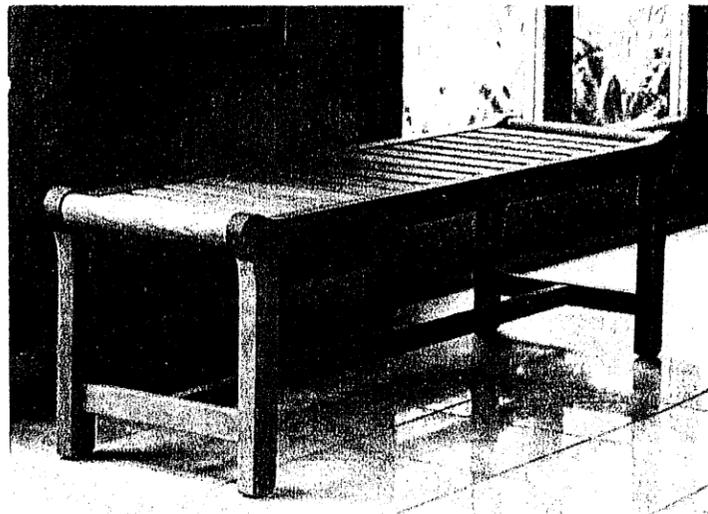
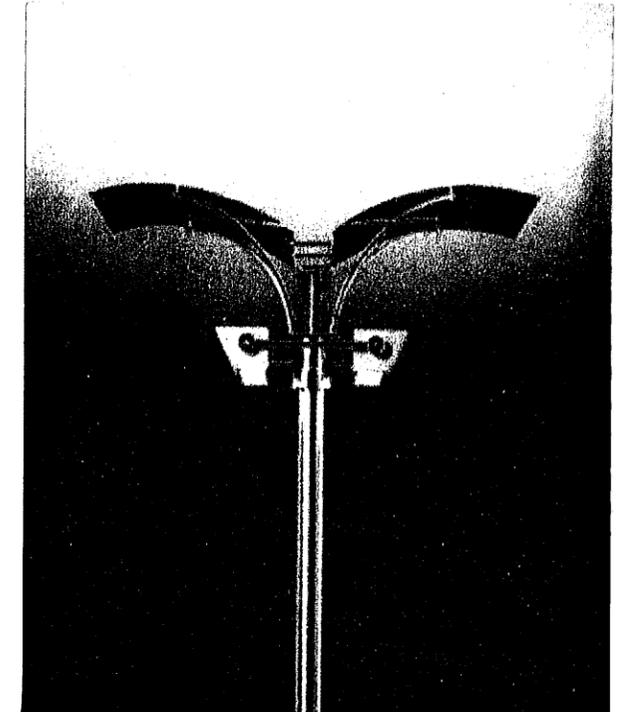
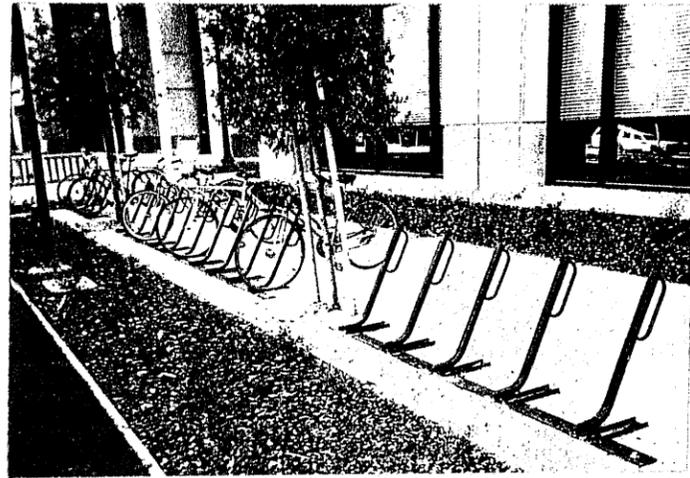
- Builds on existing forest and lawn areas.
- Improves visual impact of park edge fencing.
- Lowers irrigation and maintenance costs associated with the Great Lawn.
 1. Great Lawn
 2. Elm Forest
 3. Cedar Allee
 4. Perimeter Fencing

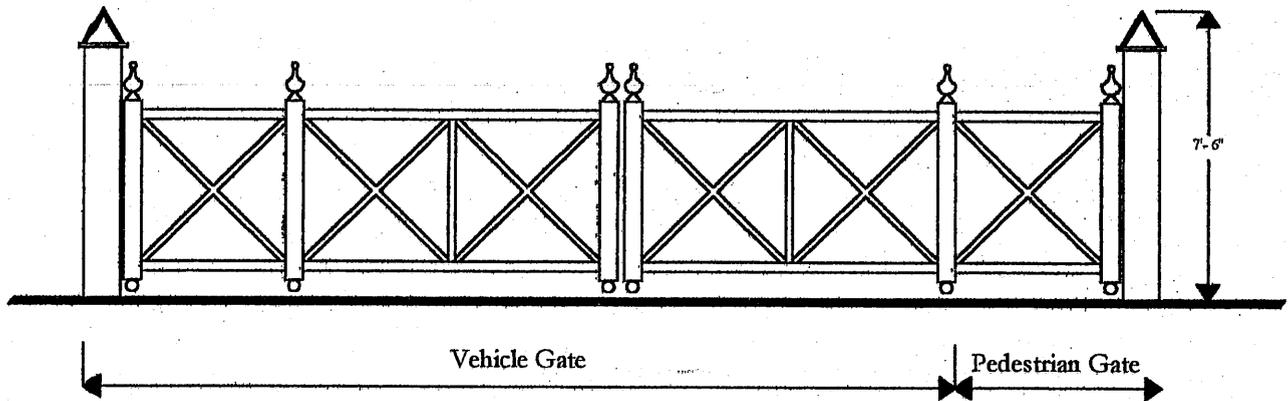


HOLBROOK – PALMER PARK
150 Watkins Avenue
Atherton, Ca 94027

SCHEMATIC LANDSCAPE MASTER PLAN
SITE FURNISHINGS AND DECORATIVE ELEMENTS

April 15, 2005





Conceptual Drawing - Entrance Gate

Holbrook Palmer Park

150 Watkins Avenue Atherton, California

Schematic drawing, not to be used for construction purposes.

Holbrook Palmer Park Landscape Master Plan

Master Tree List

Key

NCN = no common name

RR = recommend removal

Great Lawn

Existing trees-

Acer rubrum, Red Maple
Crataegus laevigata, English Hawthorne
Crataegus phaenopyrum, Washington Thorn
Eucalyptus globulus, Blue Gum
Eucalyptus sideroxylon, Red Ironwood
Fraxinus americana, American Ash
Fraxinus excelsior, NCN
Fraxinus Pennsylvania, Pennsylvania Ash
Liriodendron tulipifera, Tulip Tree
Malus spp., Crabapple species
Olea europaea, Olive
Pinus radiata, Monterey Pine
Prunus serrulata, Flowering Cherry
Sequoia sempervirens, Coast Redwood
Ulmus americana, American Elm

Proposed additions near Children's Playground and Restroom -

Ulmus spp., Elm species
Acer rubrum, Red Maple
Quercus virginiana, Southern Live Oak
Buxus sempervirens (topiary near Children's Playground), Boxwood
Lawn around restroom area

Great Lawn

Existing Oaks-

Quercus agrifolia, Coast Live Oak
Quercus ilex, Holly Oak
Quercus lobata, Valley Oak
Quercus palustris, Pin Oak
Quercus rubra, Red Oak
Quercus suber, Cork Oak

Holbrook Palmer Park Landscape Master Plan

Master Tree List

Proposed Oaks-

Quercus chrysolepis, Canyon Oak
Quercus douglasii, Blue Oak
Quercus engelmannii, Engelmann Oak
Quercus gambellii, Gambell Oak
Quercus garryana, Garry Oak
Quercus kelloggii, California Black Oak
Quercus tomentella, Island Oak
Quercus virginiana, Southern Live Oak
Quercus phellos, Willow Oak
Quercus robur, English Oak
Quercus shumardii, Shumard Red Oak
Quercus wislizenii, Interior Live Oak

Note: Check water requirements of each Oak species before planting. Include additional plantings of existing species

Front Lawn

Proposed Oranamentals

Crataegus phaenopyrum, Washington Thorn, (framing fountain)

Riparian-

Existing-

Cedrus deodara, Deodar Cedar
Eucalyptus globulus, Blue Gum
Quercus paustris, Pin Oak
Quercus rubra, Red Oak
Sequoia sempervirens, Coast Redwood

Proposed -

Riparian zone trees and plants to be reviewed and approved by qualified habitat restoration specialist.

Alnus rhombifolia, White alder
Fraxinus dipetala, NCN
Fraxinus anomala, NCN
Fraxinus latifolia, Oregon Ash
Fraxinus velutina, Arizona Ash
Platanus racemosa, California Sycamore
Populus fremontii, Western Cottonwood (Male trees only)
Populus trichocarpa, Black Cottonwood (Male trees only)
Quercus lobata, Valley Oak
Salix gooddingii, NCN

Holbrook Palmer Park Landscape Master Plan

Master Tree List

North Meadow

Existing-

Acer platanoides, Norway maple
Alnus rhombifolia, White Alder
Calocedrus decurrens, Incense Cedar
Cedrus atlantica 'Glauca', Blue Atlas Cedar
Cedrus deodara, Deodar Cedar
Chamaecyparis lawsoniana, Lawson's Cedar
Cinnamomum champhora, Camphor Tree (RR)
Maytenus boaria, Mayten (RR)
Malus, spp., & cvs.
Morus alba, Mulberry
Nyssa sylvatica, Tupelo (RR)
Juglans californica hindsii, California Black Walnut
Platanus racemosa, California Sycamore
Picea pungens 'Glauca', Colorado Blue Spruce
Pinus radiata, Monterey Pine
Prunus x blireiana, Flowering Plum
Prunus serrulata, Flowering Cherry
Prunus yedoensis, Yoshino Flowering Cherry
Pseudotsuga menziesii, Douglas Fir
Quercus agrifolia, Coast Live Oak
Sambucus caerulea, Elderberry
Sequoiadendron giganteum, Giant Sequoia
Sequoia sempervirens, Coast Redwood
Sapium sebiferum, Chinese Tallow (RR)

Proposed Conifers-

Abies amabilis, Silver Fir
Abies concolor, White Fir
Abies lasiocarpa, Alpine Fir
Abies procera, Noble Fir
Cupressus abramsiana, Santa Cruz Cypress
Cupressus arizonica, Arizona Cypress
Cupressus macrocarpa, Monterey Cypress
x Cupressocyparis leylandii, Leyland Cypress
Metasequoia glyptostroboides, Dawn Redwood
Pinus attenuata, Knobcone Pine
Pinus bungeana, Lacebark Pine
Pinus canariensis, Canary Island Pine
Pinus coulteri, Coulter Pine

Holbrook Palmer Park Landscape Master Plan

Master Tree List

Proposed conifers cont'd. -

Pinus contorta contorta, Beach Pine
Pinus densiflora, Japanese Red Pine
Pinus edulis, Pinon Pine
Pinus flexilis, Limber Pine ('Vanderwolf's Pyramid')
Pinus muricata, Bishop Pine
Pinus nigra, Austrian Black Pine
Pinus patula, Jellecote Pine
Pinus pinea, Italian Stone Pine
Pinus ponderosa, Ponderosa Pine
Pinus sabiniana, Foothill Pine
Pinus sylvestris, Scotch Pine
Pinus thunbergii, Japanese Black Pine
Pinus torreyana, Torrey Pine
Taxus brevifolia, Pacific Yew
Tsuga mertensiana, Mountain Hemlock

Ornamental Crabapples

Malus 'Adams'
Malus 'Adirondack'
Malus 'Callaway'
Malus 'Centurion'
Malus 'Donald Wyman', Crabapples'
Malus 'Harvest Gold'
Malus 'Indian Summer'
Malus 'Madonna'
Malus 'Narragansett'
Malus 'Prairiefire'
Malus 'Robinson'
Malus 'Snow Drift'
Malus 'Stawberry Parfait'
Malus 'Sugar Tyme'
Malus 'Weeping Candied Apple'

Elm Forest-

This area includes Experimental Elm Forest, and Amphitheater.

Only Elms to be planted in this area. New trees to be determined by the University of California Agricultural Extension, unless otherwise noted.

Existing Elms-

Ulmus americana, American Elm
Ulmus parvifolia x carpinifo, Chinese Elm

Holbrook Palmer Park Landscape Master Plan

Master Tree List

Elm Forest cont'd. -

Ulmus pumila, Siberian Elm
Ulmus wilsoniana, Prospector Elm

Existing other species-

Acer platanoides, Norway Maple
Cedrus deodara, Deodar Cedar
Calocedrus decurrens, Incense Cedar
Celtis sinensis, Chinese Hackberry
Pinus radiata, Monterey Pine
Pistachia chinensis, Chinese Pistache
Pseudotsuga menziesii, Douglas Fir
Quercus agrifolia, Coast Live Oak
Quercus lobata, Valley Oak
Salix babylonica, Weeping Willows (located in drainage swale)
Sequoiadendron giganteum, Giant Sequoia
Sequoia sempervirens, Coast Redwood

Proposed-

Additional Ulmus spp. & cvs., Elm spp. & cvs. (UC Extension will advise)

East Parking Lot-

Platanus acerifolia, London Plane Tree

Tennis Courts-

Existing-

Crataegus laevigata, English Hawthorne
Cedrus deodara, Deodar Cedar
Pinus radiata, Monterey Pine
Prunus domestica, Flowering Plum (RR)
Quercus lobata, Valley Oak

Proposed-

Populus fremontii, Western Cottonwood, male plants only, (at west side of tennis court fencing – drainage is poor here so Populus will work well)
Pittosporum tenuifolium, NCN (screen against fences)

Holbrook Palmer Park Landscape Master Plan

Master Tree List

North Parking Lot -

Fagus sylvatica, European beech (at edge for barrier between Manager's house)
Cedrus deodara, Deodar Cedar
Platanus acerifolia, London Plane Tree
Zelkova serrata, Sawleaf Zelkova

Proposed parking lot planting-

Platanus acerifolia, London Plane Tree

Grand Promenade-

Recommended choices – select one species only

Catalpa bignonioides, Common Catalpa
Gleditsia triacanthos inermis, Honey Locust
Ulmus parvifolia, Chinese Elm

Flowering shrubs as underplanting:

Camellia sasanqua spp. & cvs., (pink flowering)
Cornus stolonifera, Redtwig Dogwood
Hydrangea spp.
Loropetalum chinense, (white flowering)
Prunus laurocerasus 'Nana' or 'Otto Luyten', Dwarf English Laurel
Sarcococca ruscifolia, Sweet Box
Viburnum, Doublefile Viburnum

City Manager's House

Existing-

Sequoia sempervirens, Coast Redwood
Cedrus deodara, Deodar Cedar

Proposed-

Fruit trees, various
Magnolia denudata, Yulan Magnolia
Magnolia 'Elizabeth', Elizabeth Magnolia
Magnolia cambellii, Campbell Magnolia
Magnolia 'Butterflies', Butterfly Magnolia
Magnolia liliiflora, Lily Magnolia
Magnolia Kosar-De-Vos, Little Girl Magnolia
Magnolia salicifolia, Anise Magnolia

Holbrook Palmer Park Landscape Master Plan

Master Tree List

Civic-

Pavilion and Water Tower-

Existing-

Acer palmatum, Japanese Maple, (recommend moving to Event/Formal Garden area or City Manager's Residence)

Acer rubrum, Red Maple

Araucaria bidwillii, Bunya-Bunya

Arbutus unedo, Strawberry Tree

Betula pendula, European White Birch (RR)

Cedrus deodara, Deodar Cedar

Chioanthus retusus, Chinese Fringe Tree

Cinnamomum champhora, Camphor Tree

Citrus spp.

Cornus florida, Flowering Dogwood

Diospyros kaki, Japanese Persimmon

Eucalyptus globulus, Blue Gum

Feijoa sellowiana, Pineapple Guava

Ginkgo biloba, Maidenhair Tree (recommend moving to Pavilion Lawn Garden)

Ilex altacrerensis. 'Wilsonii', Wilson Holly

Ligustrum lucidum, Glossy Privet (RR)

Liriodendron tulipifera, Tulip Tree

Liquidambar styraciflua, Sweet Gum (RR)

Magnolia grandiflora, Southern Magnolia

Malus spp. & cv., Flowering Crabapple

Maytenus boaria, Mayten

Olea europaea, Olive

Quercus agrifolia, Coast Live Oak

Quercus ilex, Holly Oak

Acer rubrum, Red Maple

Plantanus x acerifolia, London Plane Tree

Photinia serrulata, Chinese Photinia

Pistacia chinensis, Chinese Pistache

Prunus cerasifera, Cherry Plum

Prunus serrulata, Japanese Flowering Cherry

Prunus yedoensis, Yoshino Flowering Cherry

Osmanthus fragrans, Sweet Olive

Syringa vulgaris, Common Lilac

Ulmus Americana, American Elm

Vitex lucens, Chaste Tree

Holbrook Palmer Park Landscape Master Plan

Master Tree List

Proposed-

Quercus agrifolia, Coast Live Oak
Magnolia grandiflora, Southern Magnolia
Paulownia tomentosa, Empress Tree
Arctostaphylos, spp., Manzanita (as groundcovers)
Hydrangea spp. (near Water Tower)
Iris spp.

Main House and Formal/Event Garden

Existing-

Acer palmatum, Japanese Maple
Acer rubrum, Red Maple
Betula pendula, Birch (RR)
Chamaecyparis lawsoniana, Port Orford Cedar (RR)
Cinnamomum camphora, Camphor Tree
Cornus florida, Flowering Dogwood
Ilex altaclerensis 'Wilsonii', Wilson Holly
Magnolia grandiflora, Southern Maple
Prunus cerasifera, Cherry Plum
Prunus serrulata, Japanese Flowering Cherry
Quercus agrifolia, Coast Live Oak
Sequoia sempervirens, Coast Redwood
Vitex lucens, Chaste Tree

Proposed-

Magnolia x soulangeana, Saucer Magnolia
Magnolia campbellii, Campbell Magnolia
Magnolia denudata, Yulan Magnolia
Liriodendron tulipifera, Tulip Tree
Cornus alternifolia, Pagoda Dogwood
Cornus controversa, Giant Dogwood
Cornus florida, Flowering Dogwood
Cornus kousa, Kousa Dogwood

Holbrook Palmer Park Landscape Master Plan

Master Tree List

Corporation Yard/ Carriage House/School

Existing-

Cedrus deodara, Deodar Cedar
Eucalyptus sideroxylon, Red Ironwood
Magnolia grandiflora, Southern Magnolia
Melaleuca linariifolia, Flaxleaf Paperbark
Pyrus kawakamii, Evergreen Pear
Quercus agrifolia, Coast Live Oak
Sequoia sempervirens, Coast Redwood

Proposed-

Aesculus x carnea, Red Horse Chestnut
Apple, edible, TDB, (maybe California Delicious)
Magnolia liliiflora, Lily Magnolia
Calocedrus decurrens, Incense Cedar

Hedge around Corporation Yard fence –

Laurus nobilis, Grecian Bay
Ilex spp., Holly
Pittosporum tenuifolium, NCN

Vine on Corporation Yard Building –

Wisteria sinensis cvs., Chinese Wisteria cvs.

Cedar Allee-

Cedrus deodar, Deodar Cedar
Malus spp., Crabapple
Prunus serrulata, Flowering Cherry
Prunus yedoensis, Yoshino Flowering Cherry
Sequoia sempervirens, Coast Redwood
Ulmus americana, American Elm

Parking Lot behind the Main House

Quercus agrifolia, Coast Live Oak

NOTES:

Before each specimen is chosen, specific site conditions must match the growing needs of the tree. The Town of Atherton Arborist must be consulted to choose a specific tree for a specific park site.

Holbrook Palmer Park Landscape Master Plan

Estimated Project Costs

Phase A

Grand Promenade	\$ 450,000
A 14 foot wide tree lined promenade, (with reinforced edges to support fire trucks) edged with ornamental planting and benches.	
Event Garden and areas surrounding the Main House	405,000
An enclosed lawn garden with decorative columns enclosed by deciduous flowering magnolias and an outer edge composed of a camellia hedge.	
Pavilion Garden and Entrance Patio	236,000
An enclosed lawn surrounded by a holly (Ilex) hedge, edged with ornamental plants. The existing Live Oak (<i>Quercus agrifolia</i>), an additional specimen tree, and the existing statue of Diana are the focal points.	
Corporation Yard.	
The Corporation Yard is cleaned up, reconfigured. Hedge materials, climbing plants and trees screen the building, driveway and path to Corp. Yard.	80,000
Carriage House Courtyards	131,000
A new courtyard between the Corp. building and the Carriage House composed of decomposed granite. Water trough feature and sculpture or mural painting on the side of the Corp. Yard building.	
Total Phase A	\$ 1,302,000

Holbrook Palmer Park Landscape Master Plan

Estimated Project Costs

Phase B

Water Tower Green	404,000
<p>A rectangular lawn with a series of water features surrounded by a collection of existing large and new specimen trees underplanted with a collection of iris. Informal seating and small tables placed under the tree canopy patio garden with a collection of hydrangea adjacent to the Water Tower.</p>	
Parking Lots	680,000
<p>Gravel paving for the car stalls, the drive area paved with asphalt. Regularly spaced London Plane Trees in gravel covered planting areas.</p>	
Amphitheater and Picnic/Children's Playground	150,000
<p>Existing swale is regraded to improve retention and drainage. The slope is configured as a lawn amphitheater surrounded by a spiral of elms and art seats. Additional trees surround the children's playground, ornamental vines added to the arbor. The restroom is cleared of the overgrown shrubbery and replaced with lawn, low ground cover and trees.</p>	
Entry, Front Lawn and Historical Fountain	212,000
<p>Difficult to maintain ornamentals are removed and replaced with trees. Elms are added along the drive. Historic fountain is placed in a bosc of Washington Thorn trees. Existing hedge to the water fountain removed to open up the space. Specified lawn areas composed of reinforced lawn for fire truck access and special event parking.</p>	
Total Phase B	\$ 1,446,000

April 15, 2005

Holbrook Palmer Park Landscape Master Plan

Estimated Project Costs

Phase C

Riparian Area \$ 650,000

Southwest boundary edged by the existing channel restored to naturalized stream to improve habitat and mitigate town run-off and drainage issues. A pedestrian bridge connecting the park to the community at the south west edge is added.

North Meadow 320,000

Additional crab apple trees are added to the existing small grove to improve visual connection to the surrounding trees. New lawn with improved drainage and irrigation with a few shade trees for the lawn . Existing collection of conifers is improved with the addition of rare and unusual species.

City Manager's House 250,000

Park edge is cleared and replanted with hedge material and trees for privacy. Garden space improved with fruit trees, flower beds and a few flowering magnolias as lawn trees.

Great Lawn 730,000

New irrigation system, drainage and lawn.

Total Phase C \$ 1,950,000

Holbrook Palmer Park Landscape Master Plan

Estimated Project Costs

Phase D

Elm Forest	\$ 55,000
Existing elm forest is expanded to include the walkway between the parking lot and the Children's Playground. Seasonal flowering groundcover added.	
Cedar Allee	20,000
Trees are replaced as required, seasonal flowering groundcover added.	
Perimeter Fencing	60,000
Watkins Avenue edge - part will be redone with Riparian project. Inside park new simple wood fencing with wire mesh.	
Fence on Watkins Avenue - replaced with black chain link.	30,000
Total Phase D	\$ 165,000

Cost Summary by Phase:

Phase A	\$ 1,302,000
Phase B	1,446,000
Phase C	1,950,000
Phase D	<u>165,000</u>
Total	<u>\$ 4,863,000</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 JULY 20, 2005

**SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BKF
ENGINEERS FOR CONSTRUCTION SUPPORT SERVICES FOR THE
UPPER ATHERTON CHANNEL REPAIR PROJECT IN AN AMOUNT
NOT TO EXCEED \$20,000.**

RECOMMENDATION:

Approve the proposal and authorize the Mayor to sign a Professional Services Agreement with BKF Engineers to provide construction support services for the Upper Atherton Channel Repair Project in an amount not exceed \$20,000.

INTRODUCTION:

During construction, the designer of the project, BKF Engineers, and their sub-consultants, Biggs Cardoza for structural and H. T. Harvey for ecological, will need to review contractor submittals, provide surveying support services, and be available for resolution of field issues as they arise. The contract will be on a time-and-materials basis.

ANALYSIS:

Staff recommends that hiring the designer of the project is the most efficient method of construction support because the designer knows the background of the project and the reasons why the design is the way it is. Often the contractor requests to make changes in the design, or proposes a solution to an unanticipated field condition. The designer's involvement is essential to assure that the original intent of the design is maintained. This is especially critical where federal permits are involved, and the design must meet the restrictions of the permits.

FISCAL IMPACT:

Staff recommends that the total authorization for construction support services on a time-and-materials basis should be \$20,000, determined at 10% of the estimated construction costs. This amount is included within the budget of \$390,000 for the Atherton Channel Repair Project from Channel District funds budgeted for FY 2005-06 for the Phase 1 project.

Prepared By:

Approved:

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

James H. Robinson
City Manager

Attachments: Consultant rate sheets

**BIGGS CARDOSA
ASSOCIATES INC**
STRUCTURAL ENGINEERS

1671 The Alameda, Suite 200
San Jose, CA 95125-1752
Telephone 408-296-5515
Facsimile 408-296-8114

CHARGE RATE SCHEDULE

Principal	\$150.00/hr.
Associate	130.00
Construction Manager	130.00
Engineering Manager	112.00
Senior Structural Representative	112.00
Project Administrator	96.00
Senior Engineer	96.00
Structural Representative	92.00
Project Engineer	86.00
Staff Engineer	78.00
Assistant Engineer	70.00
Junior Engineer	62.00
Senior Computer Drafter	76.00
Computer Drafter	66.00
Junior Computer Drafter	60.00
Secretarial Services	52.00
Subconsultants	Cost Plus 10%
Expenses	Cost Plus 15%
In-House CADD Plots	
Prints	\$0.30/ sq. ft.
Plots	\$1.50/ sq. ft.
Mylar Plots	\$3.00/ sq. ft.

Charge Rates Applicable October 1, 2004 Thru October 2005



**PROFESSIONAL PERSONNEL SERVICE FEES
JANUARY 1, 2005 - DECEMBER 31, 2005**

PERSONNEL

HOURLY RATES

ENGINEERING

Project Manager	\$ 137.00
Engineer IV	\$ 126.00
Engineer I, II, III	\$90.00 - \$103.00 - \$ 116.00

PLANNING

Senior Planner	\$ 106.00
Associate Planner	\$ 100.00

SURVEYING

Project Manager	\$ 137.00
Surveyor I, II, III, IV	\$90.00 - \$103.00 - \$ 116.00 - \$126.00
Field Surveyor	\$ 114.00
Survey Party Chief	\$ 114.00
Survey Chainman	\$90.00
Apprentice I, II, III, IV	\$47.00- \$65.00- \$74.00- \$83.00

DESIGN AND DRAFTING

Technician I, II, III	\$ 86.00 - \$ 93.00 - \$100.00
Drafter I, II, III, IV	\$ 67.00 - \$ 73.00 - \$ 81.00 - \$ 89.00
Student Engineer/Surveyor	\$50.00

CONSTRUCTION ADMINISTRATION

Senior Construction Administrator	\$135.00
Resident Engineer	\$101.00
Field Engineer I, II, III	\$90.00 - \$ 99.00 - \$ 115.00

SERVICES AND EXPENSES

Project Assistant	\$ 57.00
Clerical/Administrative Assistant	\$50.00
Computer Plotter	\$9.00

Principals' time on projects is chargeable at \$167.00 - \$185.00 per hour.

Charges for outside services, equipment, and facilities not furnished directly by BKF Engineers will be billed at cost plus 10%. Such charges may include, but shall not be limited to printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; special fees, permits, and insurance; transportation on public carriers, meals, and lodging; and consumable materials. Mileage will be charged at \$0.405 per mile.

Monthly invoices are due within 30 days from invoice date. Interest will be charged at 0.833% per month on past due accounts.

Expert witness/litigation rates are available upon request.



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: MICHAEL A. HOOD, BUILDING OFFICIAL

DATE: FOR THE MEETING OF JULY 20, 2005

**SUBJECT: APPROVAL OF INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN THE TOWN OF ATHERTON AND KCL ASSOCIATES
INC. FOR BUILDING INSPECTION SERVICES FOR FISCAL
YEAR 2005-06**

RECOMMENDATION:

City Council to approve the Independent Contractor Agreement between the Town of Atherton and KCL Associates Inc. for Building Inspection Services for Fiscal Year 2005-06.

BACKGROUND:

For the Fiscal Year of 2004-05, KCL Associates has provided Building Inspection Services for the Town of Atherton. The performance of KCL Associates has been excellent.

The demand for contract Building Inspection services will continue for the 2005-06 fiscal year. Construction activity in the Town is at an all-time high. Staff recommends that the contract for Building Inspection Services be continued with KCL Associates.

The billing rate for KCL Associates will continue at \$65.00 per hour; no increase from last year. This rate is at or below the charge for comparable services from other inspection services.

One advantage of using the services of KCL Associates is that they provide inspection and plan check services at the same rate. Other service providers charge a substantially higher rate for plan check services.

KCL Associates provides liability insurance to meet the town minimum standards of \$2,000,000.

A copy of the contract with KCL Associates for 2005-2006 is attached. The contract has been reviewed as to form by the City Attorney.

Prepared by:

Approved by:

Michael A. Hood
Building Official

James H. Robinson
City Manager

Attachment: Contract Agreement

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE TOWN OF ATHERTON AND
KCL ASSOCIATES, INC.

This Independent Contractor Agreement ("Agreement") is entered into between the Town of Atherton ("Town") and KCL ASSOCIATES, INC. ("Contractor").

1. Services of Contractor. Contractor agrees to perform the services described in Exhibit A ("the Services") attached to this Agreement. Contractor will determine the method, details, and means of performing the Services.

2. Compensation. The Town agrees to pay Contractor \$65.00 per hour based upon a monthly itemized invoice Contractor provides to the Town. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation, including all estimated taxes, and shall provide the Town with proof of payment on demand. Contractor indemnifies Town for any claims, losses, costs, fees, liabilities, damages or injuries suffered by Town arising out of Contractor's breach of this provision. Contractor shall be responsible for all expenses incurred in association with the performance of Services.

3. Term of Agreement. This Agreement will be effective as of July 1, 2005. This Agreement will terminate on June 30, 2006, at which time, it may be renewed annually by action by the City Council after receipt and review of responses to a request for proposals, if any. Prior to the termination date, either party may terminate this Agreement by giving 30 days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination shall be effective on receipt of the notice, or 5 days from mailing the notice, whichever comes first. "Material breach" shall include, but not be limited to, the following: a) Town's failure to pay compensation for 20 days after a demand for payment; or b) failure of Contractor to perform the Services to the satisfaction of the Town.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor look to Town as his/her employer, or as a partner, agent or principal. Contractor shall not be entitled to any benefits accorded to Town employees, such as workers' compensation, disability insurance, vacation, sick pay, holiday pay, medical insurance, retirement benefits, or any other employee benefit. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, disability, workers' compensation or other insurance as well as licenses and permits usual or necessary for performing the Services. Contractor agrees to perform the Services as needed, but that no more than 1,000 hours will be devoted to performance of the Services in any Town fiscal year (e.g., July 1 to June 30). Consistent with this requirement, Contractor may represent, perform services for, or be employed by any additional persons, or companies as Contractor sees fit.

5. Contractor's Representations. Contractor represents that he/she has the qualifications and ability to perform Services in a professional manner, without the advice, control or supervision of the Town. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from the Town. Contractor shall have sole discretion and control of Contractor's services and the manner in which performed.

6. Indemnities. Except as set forth below, Contractor shall and does hereby indemnify, defend and hold harmless Town, and Town's Council members, managers, and department heads from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that

Town may incur or suffer and that result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties and agreements contained in this Agreement.

Town shall provide legal defense to Contractor in connection with claims related to the exercise of discretion by Contractor in the performance of duties hereunder to the same extent as a regular employee of the Town under the provisions of California Government Code sections 810 through 825.6.

Contractor agrees to maintain minimum limits of insurance no less than the following amounts during the term of this agreement:

- General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$2,000,000 per accident for bodily injury and property damage (~f an automobile is driven in the scope of providing services as part of this Agreement.)
- Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

Any deductibles or self-insured retentions must be declared to and approved by the town. The Town may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

7. Notices. All notices to Town shall be directed to: City Clerk, Town of Atherton, 91 Ashfield Road, Atherton, California, 94027. All notices to Contractor shall be directed to: T. C. BEIER, President, KCL ASSOCIATES, INC., 181 Goodwin Drive, San Bruno, CA 94066.

8. Mediation. Should any dispute rise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached, neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs and fees. Neither party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

9. Attorneys' Fees. In the event of litigation between the parties to enforce any provision of the Agreement, the unsuccessful party shall pay the costs of litigation including reasonable attorneys' fees of the successful party.

10. Conflict of Interest. Contractor may serve other clients, but none who are active within the Town or who conduct business that would place Contractor in a "conflict of interest" as the term is defined and understood in State law.

11. Entire Agreement. This Agreement and Exhibit A hereto constitute the entire agreement between the parties. All prior agreements, written or oral, are hereby superseded by this Agreement.

12. Amendment. This Agreement can only be amended by a writing that is signed and dated by both parties and approved by the Town's City Council.

The foregoing is agreed to by:

TOWN:

Dated:

William R. Conwell, Mayor

CONTRACTOR:

DATED: _____

T. C. Beier, President
KCL Associates, Inc.

Approved as to Form:

Dated: July 20, 2005

Marc Hynes, City Attorney

EXHIBIT A

Contractor KCL Associates, Inc. agrees to provide BUILDING INSPECTION SERVICES for the Town of Atherton. Services include the inspection of construction projects to verify conformance with the provisions of the Atherton Municipal Code and the 200 1 California Building Code. Services shall include meeting with contractors, homeowners, and engineers and maintaining a courteous and professional relationship. Inspection assignments and general direction will be coordinated by the Building Official.



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: MICHAEL A. HOOD, BUILDING OFFICIAL

DATE: FOR THE MEETING OF JULY 20, 2005

**SUBJECT: APPROVAL OF INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE TOWN OF ATHERTON AND TIM WULFF FOR PLAN CHECKING
SERVICES FOR FISCAL YEAR 2005-06**

RECOMMENDATION:

Approve the Independent Contractor Agreement between the Town of Atherton and Tim Wulff for Plan Checking Services for Fiscal Year 2005-2006.

BACKGROUND:

Building construction activity continues at a rate far in excess of our permanent staff's ability to respond in a timely manner. We have been utilizing the services of Tim Wulff, an independent contractor, for plan checking on a month-to-month basis since November 2004. Mr. Wulff's performance has been excellent and, with the new fiscal year, it is now time to renew his contract.

In accordance with Town requirements, Mr. Wulff has provided proof of General Liability insurance in the amount of \$2 million dollars (see attached).

Funds for this expense are budgeted in the adopted Fiscal Year 2005-06 Operating Budget, Building Department, Plan Reviewer Account, in the amount of \$31,775

Prepared by:

Approved by:

Michael A. Hood
Building Official

James H. Robinson
City Manager

Attachment: Agreement

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE TOWN OF ATHERTON AND
TIM WULFF

This Independent Contractor Agreement ("Agreement") is entered into between the Town of Atherton ("Town") and TIM WULFF ("Contractor").

1. Services of Contractor. Contractor agrees to perform the services described in Exhibit A ("the Services") attached to this Agreement. Contractor will determine the method, details, and means of performing the Services.

2. Compensation. The Town agrees to pay Contractor \$45.00 per hour based upon a monthly itemized invoice Contractor provides to the Town. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation, including all estimated taxes, and shall provide the Town with proof of payment on demand. Contractor indemnifies Town for any claims, losses, costs, fees, liabilities, damages or injuries suffered by Town arising out of Contractor's breach of this provision. Contractor shall be responsible for all expenses incurred in association with the performance of Services.

3. Term of Agreement. This Agreement will be effective as of July 1, 2005. This Agreement will terminate on June 30, 2006, at which time it may be renewed annually by action by the City Council after receipt and review of responses to a request for proposals, if any. Prior to the termination date, either party may terminate this Agreement by giving 30 days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination shall be effective on receipt of the notice, or 5 days from mailing the notice, whichever comes first. "Material breach" shall include, but not be limited to, the following: a) Town's failure to pay compensation for 20 days after a demand for payment; or b) failure of Contractor to perform the Services to the satisfaction of the Town.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor look to Town as his/her employer, or as a partner, agent or principal. Contractor shall not be entitled to any benefits accorded to Town employees, such as workers' compensation, disability insurance, vacation, sick pay, holiday pay, medical insurance, retirement benefits, or any other employee benefit. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, disability, workers' compensation or other insurance as well as licenses and permits usual or necessary for performing the Services. Contractor agrees to perform the Services as needed, but that no more than 1,000 hours will be devoted to performance of the Services in any Town fiscal year (e.g., July 1 to June 30). Consistent with this requirement, Contractor may represent, perform services for, or be employed by any additional persons, or companies as Contractor sees fit.

5. Contractor's Representations. Contractor represents that he/she has the qualifications and ability to perform Services in a professional manner, without the advice, control or supervision of the Town. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from the Town. Contractor shall have sole discretion and control of Contractor's services and the manner in which performed.

6. Indemnities. Except as set forth below, Contractor shall and does hereby indemnify, defend and hold harmless Town, and Town's Council members, managers, and department heads from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that Town may incur or suffer and that result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties and agreements contained in this Agreement.

Town shall provide legal defense to Contractor in connection with claims related to the exercise of discretion by Contractor in the performance of duties hereunder to the same extent as a regular employee of the Town under the provisions of California Government Code sections 810 through 825.6.

Contractor agrees to maintain minimum limits of insurance no less than the following amounts during the term of this agreement:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Any deductibles or self-insured retentions must be declared to and approved by the town. The Town may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

7. Notices. All notices to Town shall be directed to: City Clerk, Town of Atherton, 91 Ashfield Road, Atherton, California, 94027. All notices to Contractor shall be directed to: Tim Wulff, 166 Monroe Street #10, Santa Clara, CA 95050.

8. Mediation. Should any dispute rise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached, neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs and fees. Neither party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

9. Attorneys' Fees. In the event of litigation between the parties to enforce any provision of the Agreement, the unsuccessful party shall pay the costs of litigation including reasonable attorneys' fees of the successful party.

10. Conflict of Interest. Contractor may serve other clients, but none who are active within the Town or who conduct business that would place Contractor in a "conflict of interest" as the term is defined and understood in State law.

11. Entire Agreement. This Agreement and Exhibit A hereto constitute the entire agreement between the parties. All prior agreements, written or oral, are hereby superseded by this Agreement.

12. Amendment. This Agreement can only be amended by a writing that is signed and dated by both parties and approved by the Town's City Council.

The foregoing is agreed to by:

TOWN:

Dated: _____

William R. Conwell, Mayor

CONTRACTOR:

Dated: _____

Tim Wulff

Approved as to Form:

/s/ Marc Hynes

Marc Hynes, City Attorney

EXHIBIT A

Contractor Tim Wulff, agrees to provide PLAN CHECKING SERVICES for the Town of Atherton. Services include the review of construction plans and projects to verify conformance with the provisions of the Atherton Municipal Code and the 2001 California Building Code. Services shall include meeting with contractors, homeowners, and engineers and maintaining a courteous and professional relationship. Plan checking assignments and general direction will be coordinated by the Building Official.



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LISA COSTA SANDERS, DEPUTY TOWN PLANNER

DATE: FOR THE MEETING OF JULY 20, 2005

**SUBJECT: CONSIDERATION OF AN ORDINANCE AMENDING SPECIAL EVENT
REQUIREMENTS**

RECOMMENDATION:

Staff recommends that the City Council conduct the public hearing and introduce for first reading the attached Ordinance repealing Chapter 8.52 and adding Chapter 17.38 of the Atherton Municipal Code, which contains the Special Event requirements, based on the following finding for the reasons outlined in this staff report:

1. The ordinance is necessary to achieve the objectives of the Zoning Plan and the General Plan.

INTRODUCTION:

Staff requested the City Council consider modifying the Special Events Ordinance after receiving neighborhood concern over a house tour that continued for several weeks.

The City Council, at its February 18, 2004, meeting, referred the discussion of the Special Events Ordinance to the General Plan Committee. Specifically, the Council requested the Committee consider the possibility of amending the code including;

- Additional costs incurred by the Town for processing Special Event permits
- The definition of a Special Event
- The length of events
- Exemptions of schools and country clubs

The General Plan Committee discussed the requirements at six meetings and established a sub-committee to work with staff on modifications. The Committee, at its April 13, 2005, meeting, voted to recommend the modifications to the Special Events requirements to the Planning Commission and City Council.

The Planning Commission reviewed the recommended changes to the Special Events Ordinance at its May 25, 2005, meeting. At that meeting, the Commission voted to recommend the City Council adopt the Ordinance.

ANALYSIS:

Based on advice from the City Attorney, the General Plan Committee recommends the Special Events requirements be placed within the zoning section of the Atherton Municipal Code. It is the opinion of the City Attorney that the public schools must comply with local zoning requirements and are exempt from other Municipal Code requirements. The Special Events regulations are currently contained in Chapter 8.52, and it is recommended that it be moved to Chapter 17.38 of the Municipal Code (zoning section). Other recommended changes to the requirements are summarized as follows:

- Change the definition of Special Events so as not to regulate an event that would occur on one day only on private property.
- Continue to require a Special Event permit for events held in the public right-of-way regardless of the length of the event.
- Continue to exempt school-related events that are held on the school property (public or private schools). They would continue to notify the Town of larger events.
- Establish “guidelines” for non-school-related events that are held on school property (public or private schools). They would continue to notify the Town of larger events.
 - If the non-school-related event meets the “guidelines,” it would not be required to obtain a permit.
 - If the non-school-related event planned to occur outside the “guidelines,” it would be required to obtain a permit.
- Add an exemption for Open House tours, for the purpose of selling real estate.
- As recommended by the City Attorney, the revised Ordinance established the amount of insurance.
- Add a requirement for public notice ten days prior to permit issuance.
- Throughout the Ordinance, reference is made to the City Manager or designee rather than the Building Official. Special Event permits are currently processed by the City Clerk.
- The length of special events is limited to no more than two consecutive weeks, including two consecutive weekends. Any event for a longer period of time would be required to obtain a Conditional Use Permit from the Planning Commission.

The proposed regulations have been reviewed by the City Clerk, Police Chief, Building Official, City Manager, and City Attorney.

Public Comments:

Staff has received the following public comments since the May 2005 Planning Commission meeting:

- Neighbor of Menlo College/Menlo School field requested the guidelines for non-school-related events contain a later start time for field use on weekends. The resident suggested

9:00 a.m. on Saturday and 10:00 a.m. on Sundays.

- Menlo School requested the guidelines for non-school-related events have a later end time for both field use and the indoor events. They indicate that they would need to end the actual event one hour prior to the “end time” to allow for facility cleanup and time for people to leave the event.

CONCLUSION:

It is Planning staff’s professional opinion that the proposed ordinance would not be contrary to the purpose and intent of the General Plan and the Zoning Code.

ALTERNATIVES:

The City Council could modify the ordinance.

FISCAL IMPACT:

Cost of preparing the ordinance is paid for by the Town of Atherton.

ENVIRONMENTAL IMPACT:

The proposed Ordinance Amendment is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15305, Minor Alterations in Land Use Limitations of the CEQA guidelines.

FORMAL MOTION:

I move that the City Council adopt the attached Ordinance amending the regulations for Special Events within the Town of Atherton based on the finding and for the reasons incorporated in the Staff Report.

Prepared By:

Approved By:

Lisa Costa Sanders
Deputy Town Planner

James H. Robinson
City Manager

Attachments:

1. Draft Ordinance
2. Draft Guidelines

ORDINANCE NO. 05-

**AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF
ATHERTON REPEALING CHAPTER 8.52 AND ADDING CHAPTER
17.38 OF THE ATHERTON MUNICIPAL CODE REGULATING
SPECIAL EVENTS WITHIN THE TOWN OF ATHERTON**

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

SECTION 1: Chapter 8.52 is hereby entirely repealed.

SECTION 2: Chapter 17.38 is hereby added as follows:

17.38 SPECIAL EVENTS

17.38.010 Title.

This chapter shall be known as the “Special Event Ordinance” and may be so cited.

17.38.020 Purpose and intent.

A. The purpose of this chapter is to insure the comfort, safety and general welfare of the town citizens by controlling the number of special events and impacts of such events on the community and by providing a simplified permit process. It is also the purpose of this chapter to defray the costs of processing applications for these events.

B. The intent of this chapter is to protect the residents from excessive noise, traffic and other intrusions upon their privacy.

17.38.030 Definitions.

~~“Special events” means and includes motion picture filming, house tours, fundraiser, auction, antique show, concert, processions (walks, road races, bicycle rides, skate-a-thons) or other similar activity. (Ord. 499 § 1 (part), 1999).~~

A "special event" is an activity sponsored by one or more organizations, individuals, or other entities, held at one or more locations within the Town of Atherton to which the general public is invited.

17.38.040 Permit required.

- A. *All special events held in the public right-of-way shall obtain a special event permit. Activities include but are not limited to;* processions such as: walks, road races, bicycle rides, skate-a-thons and similar activities.
- B. A special event permit is required for any *special event held on private property, occurring on two or more consecutive days where members of the general public are invited.* ~~of the following listed activities:~~ *Activities requiring a permit include, but are not limited to the following;*
1. Motion picture filming;
 2. House *and garden* tours;
 3. Fundraisers

4. Auctions;
5. Antique shows;
6. Concerts;
7. Other similar activities.

C. The following provisions shall apply to special events held at private and public schools and country clubs:

- 1. A permit is not required for on-site school related events. Responsible parties shall notify the Town of school events that may result in additional traffic or parking.***
- 2. A permit is not required for non-school related events held at schools and country clubs that meet the School Event Guidelines as prepared by the City Manager and accepted by the City Council. Responsible parties shall notify the Town of events that may result in additional traffic or parking.***
- 3. A special event permit is required for non-school related events that are planned to occur outside of the School Event guidelines.***

D. Open house tours for the purpose of selling property under the regular course of a real estate transaction shall be exempt.

17.38.050 Application submittal requirements.

The following items and information shall be submitted to the ~~Building and Zoning Official~~ ***City Manager or designee***:

- A. Completed application (application form supplied by the town) submitted to the town at least two months prior to the event;
- B. Detailed description of the event;
- C. Contact person available prior to and during the event;
- D. Application fee, (as set by resolution of the city council);
- ~~E. One composite assessor's map with a circle showing all properties within a five hundred foot radius of the subject site;~~
- ~~F. Copies of the assessor's roll pages listing such owners of the aforementioned properties as shown on the latest equalized assessment roll;~~
- ~~G. Plain No. 10 envelopes, stamped, addressed to each owner, in order by parcel number;~~
- ~~H. Notices suitable for area wide posting describing the event;~~
- I. The anticipated number ***of attendees and number*** of vehicle trips per day;
- J. An on- and off-site parking plan including the placement of barricades, etc.;
- K. A deposit as determined by the ~~Building and Zoning official~~ ***Police Chief*** for the funding of any additional security measures not provided by the applicant;
- L. A hold harmless agreement, ~~holding~~ ***naming*** the Town, its employees and agents; ~~harmless~~ and certificate of insurance, naming the Town as additional insured. ***A form of hold harmless agreement, and insurance in the amount of \$1,000,000 and insurance provider shall be reviewed and approved by the City Attorney.*** ~~in amounts determined sufficient by the City Attorney, and from a company approved by the City Attorney.~~

17.38.060 Permit issuance.

A. The ~~Building and Zoning Official~~ ***City Manager or designee*** may issue a special event permit when in the opinion of the ~~Building and Zoning Official~~ ***City Manager or designee*** the event meets all of the requirements of this code and the Atherton General Plan. The ~~Building and~~

~~Zoning Official~~ **City Manager or designee** may refer items to the Planning Commission when, in his or her opinion, the public interest would be better ~~serviced~~ **served** by the Planning Commission conducting a public hearing. The ~~Building and Zoning Official~~ **City Manager or designee** shall issue, deny or refer a special event permit within a ~~timely manner~~ **thirty (30) days** of receipt of a completed application. If ~~there is a possibility that~~ the event will not be in conformance with either this code or the Atherton General Plan the application shall be denied.

B. If a special event permit is issued by the ~~Building and Zoning Official~~ **City Manager or designee**, such official may impose any reasonable conditions to insure the event will have a minimal impact on the community. Such conditions may include, but are not limited to, any of the following:

1. Adequate arrangements to prevent:
 - a. Violation of Chapter 8.16 Noise Control,
 - b. Violation of 8.20 Nuisance Abatement,
 - c. Amplified sound,
 - d. Violation of any traffic laws,
 - e. Violation of any other section of this code;
2. Posting of docents at key/dangerous locations;
3. Events, including setup and tear down, will be done during daylight hours if feasible;
4. Signs on public property shall be kept to a minimum and shall not be displayed for longer than one hour prior to or after the end of the event;
5. Other materials or mitigation measures deemed necessary by the ~~Building and Zoning Official~~ **City Manager or designee**;
6. Parking barricades shall be set back a minimum distance as required by the City Manager or his or her designee to insure site distance clearance from special event site driveways and neighboring driveways.

17.38.070 Permit requirements.

A. All special events held on private property shall be limited to no more than two consecutive weeks, including no more than two consecutive weekends. Any event for a longer period of time requires a Conditional Use Permit from the Planning Commission.

B. All special events shall be publicly noticed at least ten days prior to the issuance of a permit, pursuant to the process outlined in State Planning and Zoning Law section 65091, with a five hundred foot radius notification. However, if the event is not conducted on a single site, or ~~would~~ **is to be** conducted within the public right-of-way, the applicant shall ~~instead place~~ **pay for the cost associated with the publication of** the notice in a newspaper of general circulation **at least ten days prior to the event to issuance of a permit.**

C. The applicant shall ~~submit~~ **execute** an ~~written statement consenting to the~~ **agreement acknowledging obligations to comply with all** required conditions of the special event permit.

D. No more than two special event permits shall be issued in ~~each calendar year~~ **a twelve month period** for special events on any **private residential** property.

17.38.080 Permit revocation.

A special event permit may be revoked by the City Manager or his or her designee in the event of any violation of the special events permit or this code.

17.38.090 Violation as a public nuisance.

Each violation of this chapter *is a misdemeanor and* shall constitute a public nuisance and be subject to abatement as such.

SECTION 3: That the City Council hereby declares that it would have passed this Ordinance 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 sentence, paragraph or section of this Ordinance shall be held invalid, such decision shall not effect the validity of the remaining parts of this Ordinance.

SECTION 4: This Ordinance shall be posted in at least three public places according to law and shall take affect and be in force from and after 30 days after its passage and adoption.

Introduced this ____ day of _____, 2005

Passed and adopted as an Ordinance of the Town of Atherton at a regular meeting thereof held on the _____ day of _____, 2005, by the following vote:

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

William R. Conwell, Mayor
Town of Atherton

ATTEST:

APPROVED AS TO FORM:

/s/ Marc G. Hynes

Marc G. Hynes, City Attorney

Linda Kelly, Acting City Clerk

SCHOOL EVENT GUIDELINES

GUIDELINES FOR SPECIAL EVENTS HELD AT PRIVATE AND PUBLIC SCHOOLS WITHIN THE TOWN OF ATHERTON

The Town of Atherton requests public and private schools enforce the following special events guidelines with regards to non-school-related special events held on school property within the Town of Atherton;

1. Field use and outdoor functions shall be limited to the hours of 8:00 a.m. until 7:00 p.m. unless further limited by the school. Field use shall include setup, breakdown, warmup, and practice sessions.
2. Indoor activities shall cease at 9:00 p.m.
3. No amplified noise equipment shall be used in conjunction with any outdoor activity.
4. Any lighting associated with field or outdoor functions use shall be shielded or downlit so the source of light shall not shine onto adjacent properties.

A responsible school contact person shall be made available to immediately enforce any violation of the above-listed guidelines.

Any non-school-related event that is planned to occur outside of the above-listed guidelines (i.e., earlier/later than the specified hours, use of amplified noise, spill overlighting) would be required to obtain a special events permit pursuant to section 17.38 of the Atherton Municipal Code.



Town of Atherton

City Council Staff Report

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JAMES H. ROBINSON, CITY MANAGER

DATE: FOR THE MEETING OF JULY 20, 2005

SUBJECT: DISCUSSION RELATED TO FIELD ACTIVITIES AT MENLO COLLEGE

RECOMMENDATION:

That the City Council consider and take appropriate action regarding issues related to field activities at Menlo College.

BACKGROUND:

The Town has been asked to respond to complaints of adjoining neighbors regarding noise generated from field activities at Menlo College. Currently, athletic fields that adjoin the Brittany Meadows neighborhood provide space for football, baseball, soccer, and lacrosse practice. In addition, the adjoining fields have been utilized for Sports Camps during the spring and summer months. As a result, the Town of Atherton has received complaints from adjoining neighbors regarding the noise levels that occur throughout the day and into the evening hours.



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JAMES H. ROBINSON, CITY MANAGER

DATE: FOR THE MEETING OF JULY 20, 2005

SUBJECT: CONSIDERATION OF DESIGNATING A VOTING DELEGATE AND ALTERNATE FOR THE 2005 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

RECOMMENDATION

That Council designates a voting delegate and an alternate to the League of California Cities Annual Conference and Annual Business Meeting to be held in San Francisco from Thursday, October 6 through Saturday, October 8, 2005.

BACKGROUND:

The League's 2005 Annual Conference is scheduled for October 6 through October 8, 2005. An important aspect of the Annual Conference is the Annual Business Meeting where the membership takes action on conference resolutions. This year's Annual Business Meeting will be held on Saturday, October 8, at 10:30 a.m., at the San Francisco Moscone Convention Center West. In order for the Town to be represented at the meeting, Council should designate a voting representative and an alternate who will be registered at the Conference and present at the Annual Business Meeting.

A voting card will be given to the city official who is designated. The voting delegate may pick up a voting card at the Voting Card desk located in the League registration area. The desk will be open on October 6, 7, and 8, and the voting card should be picked up before 10:30 a.m. on October 8. Attached are the Annual Conference Voting Procedures.

Attachment: Annual Conference Voting Procedures



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JAMES H. ROBINSON, CITY MANAGER

DATE: FOR THE MEETING OF JULY 20, 2005

SUBJECT: CANCELLATION OF AUGUST CITY COUNCIL MEETING

RECOMMENDATION:

It is recommended that if the City Council desires to cancel its regularly scheduled meeting of August 17, 2005, that a motion be made to cancel the August meeting.

BACKGROUND :

In 2001, 2003, and 2004, the City Council has cancelled its August meeting. If the August 17, 2005, meeting is cancelled, the next regularly scheduled meeting of the City Council is scheduled for September 21, 2005. Formal City Council action for cancellation of the meeting should also provide for public comment.