



**Town of Atherton
CITY COUNCIL AGENDA**

November 6, 2001

6:00 P.M.  NOTE TIME

**Conference Room
Town Administration Building
91 Ashfield Road
Atherton, California
Special Meeting**

1. **ROLL CALL** McKeithen, Janz, Carlson, Fisher, Conwell

2. **PUBLIC COMMENTS** (limit of three minutes per person)

3. **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: Teamsters Union Local No. 856
Non-management miscellaneous employees**

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

 **Agency Negotiator: James H. Robinson, City Manager
Employee Organization: Management**

4. **RECONVENE TO OPEN SESSION**

 Report of action taken.

5. **ADJOURN**

 ***Please contact the City Clerk's Office at 650.752.0529 with any questions***

Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the City Clerk's Office at (650) 752-0529. Notification of 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (29 CRF 35.104 ADA Title II)



**Town of Atherton
CITY COUNCIL/ATHERTON CHANNEL
DRAINAGE DISTRICT AGENDA**

Tuesday, November 6, 2001

7:00 P.M.

☆ *Note change of*

PAVILION

date and

location

Holbrook-Palmer Park, 150 Watkins Ave.

Atherton, California

REGULAR MEETING

PLEDGE OF ALLEGIANCE

- 7:00 P.M.** 1. **ROLL CALL** McKeithen, Janz, Carlson, Fisher, Conwell
- 7:05 P.M.** 2. **PRESENTATIONS**
- A. **Presentation of Annual Tree Awards - Atherton Tree Committee**
- B. **Proclamation Expressing Support for Our Nation**
- 7:20 P.M.** 3. **COUNCIL REPORTS**
- 7:30 P.M.** 4. **PUBLIC COMMENTS** (only for items which are not on the agenda –
 limit of three minutes per person)
- 7:40 P.M.** 5. **COMMUNITY ORGANIZATION ROUNDTABLE REPORT** (Directed
 by Resolution No. 99-6)
- 7:50 P.M.** **CONSENT CALENDAR** (Items 6 – 17)
6. **APPROVE MINUTES OF SPECIAL MEETINGS OF OCTOBER 10,
 2001 AND OCTOBER 17, 2001, AND REGULAR MEETING OF
 OCTOBER 17, 2001**
7. **APPROVE BILLS AND CLAIMS FOR OCTOBER 11, 2001
 THROUGH OCTOBER 31, 2001 IN THE AMOUNT OF \$351,435.12**
8. **QUARTERLY INVESTMENT REPORT FOR THE QUARTER
 ENDED SEPTEMBER 2001**

9. APPROVAL OF NOTICE OF COMPLETION – 2001 MICRO-SURFACING PROJECT
10. APPROVAL OF AMENDMENT TO AGREEMENT WITH MARC HYNES, CITY ATTORNEY
11. AGREEMENT FOR ROTATION TOW CONTRACTS WITH ALL WEATHER TOWING AND EXOTIC TOWING FOR POLICE TOW SERVICES
12. APPROVAL OF AMENDMENT TO AGREEMENT FOR PROFESSIONAL CITY PLANNING SERVICES FOR FISCAL YEAR 2001/02 – NEAL MARTIN AND ASSOCIATES
13. ADOPTION OF RESOLUTION NO. 01-___ IN SUPPORT OF THE BAY AREA ALLIANCE FOR SUSTAINABLE DEVELOPMENT
14. AUTHORIZATION TO GENERAL PLAN COMMITTEE TO CONSIDER HOME DAY CARE REGULATIONS
15. APPROVAL OF VEHICLE REPLACEMENT – POLICE DEPARTMENT
- ~~15. ADOPTION OF RESOLUTION NO. 01-___, INTENT TO ABANDON PORTION OF McCORMICK LANE~~
- ~~16. ADOPTION OF RESOLUTION NO. 01-___, INTENT TO ABANDON PORTION OF FAXON ROAD~~
16. ADOPTION OF RESOLUTION NO. 01-___ SETTING MANAGEMENT SALARIES AND BENEFITS FOR FISCAL YEAR 2001-02
17. AMICUS BRIEF

Alford v. Superior Court (San Diego County)

REGULAR AGENDA (Items 18-21)

- 8:00 P.M. 18. INTRODUCTION AND FIRST READING OF ORDINANCE AMENDING ATHERTON MUNICIPAL CODE CHAPTER 15.52 RELATING TO RECYCLING AND DIVERSION OF CONSTRUCTION AND DEMOLITION DEBRIS

Recommendation: Introduce Ordinance No. ___, relating to recycling and diversion of construction and demolition debris, and waive further reading.

- 8:15 P.M. 19. **ADOPTION OF URGENCY ORDINANCE REGARDING PROCEDURES FOR REORGANIZATION OF CITY COUNCIL AND SELECTION OF MAYOR AND VICE MAYOR**
- Recommendation: Adopt Ordinance No. ____, amending Section 2.04.030 of the Atherton Municipal Code pertaining to the appointment of Mayor and Vice Mayor.**
- 8:35 P.M. 20. **CONSIDERATION OF KNOX PLAYSCHOOL REQUEST FOR AMENDMENT TO LEASE AGREEMENT REGARDING FUNDING OF ELECTRICAL WORK FOR PLAYSCHOOL EXPANSION**
- Recommendation: Consider request from Knox Playschool for amendment to lease agreement.**
- 8:55 P.M. 21. **DISCUSSION AND POSSIBLE ACTION – CONSIDERATION OF CONTENT AND IMPLEMENTATION OF CAPITAL IMPROVEMENT PLAN**
- Recommendation: Consider content and implementation of Capital Improvement Plan.**
- 9:30 P.M. 22. **PUBLIC COMMENTS**
- 9:40 P.M. 23. **ADJOURN**

 ***Please contact the City Clerk's Office at 650.752.0529 with any questions***

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PROCLAMATION

OF THE CITY COUNCIL OF THE TOWN OF ATHERTON

EXPRESSING SUPPORT FOR OUR NATION

WHEREAS, Our Nation experienced a devastating terrorist attack on September 11, 2001, wherein several thousand people lost their lives in New York, Washington D.C. and Pennsylvania; and

WHEREAS, as a result of these senseless acts, the President of the United States has declared a War on Terrorism, and has pledged to bring those who instigated these events to justice; and

WHEREAS, United States Military troops have been deployed to locate and fight terrorists and those who support them; and

WHEREAS, the United States Postal Service mail delivery system has been compromised by repulsive terrorist acts which have killed American people and continued to put the health of the Nation's Postal workers and others at risk; and

WHEREAS, criminal acts based on a person's color, race, religion, or national origin should not be tolerated.

NOW, THEREFORE, the City Council of the Town of Atherton hereby declares its support for the President of the United States as he works with nations around the world to ensure that those responsible for these heinous and cowardly attacks are brought to justice. Furthermore, the City Council of the Town of Atherton hereby declares that Our Nation is stronger than the atrocity of these acts, and we the American People will move through this united and emerge even stronger.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Atherton to be affixed this 6th day of November, 2001.

Dianne M. Fisher, Mayor
Town of Atherton



Draft Minutes
Town of Atherton
CITY COUNCIL MEETING
October 10, 2001
8:30 A.M.
Town Council Chambers
94 Ashfield Road
Atherton, California
Special Meeting

Mayor Fisher called the meeting to order at 8:30 a.m.

ROLL CALL

PRESENT: Kathy McKeithen
James R. Janz
Dianne M. Fisher
William R. Conwell

ABSENT: Alan B. Carlson

PUBLIC COMMENTS

There were no comments from the public.

REGULAR AGENDA

- 1. RESCHEDULE DATE FOR PUBLIC HEARING FOR APPEAL OF PLANNING COMMISSION DECISION AND CONSIDERATION OF VESTING TENTATIVE MAP – 19 SARGENT LANE**

MOTION – to reschedule the date for a Public Hearing for appeal of Planning Commission decision and consideration of vesting tentative map for 19 Sargent Lane, to the regular meeting of December 19, 2001.

M/S Conwell/McKeithen Ayes: 4 Noes: 0 Abstain: 0 Absent: 1

CLOSED SESSION

MOTION – Ajourn to Closed Session.

M/S Conwell/Janz Ayes: 4 Noes: 0 Abstain: 0 Absent: 1

The Council adjourned to Closed Session at 8:40 a.m.

RECONVENE TO OPEN SESSION

The Council reconvened to open session at 10:20 a.m. The following action was taken:

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

**Agency Negotiator: James H. Robinson, City Manager
Employee Organization: Local Union 856
Non-management miscellaneous employees**

Instructions were given to the City Manager.

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

**Agency Negotiator: James H. Robinson, City Manager
Employee Organization: Management**

Instructions were given to the City Manager.

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

**Town of Atherton v. Thomas E. Bacon
Thomas E. Bacon v. Town of Atherton**

Instructions were given to the City Attorney.

- D. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant to Government Code Section 54956.9(a):**

Patricia O’Neal v. Town of Atherton

Instructions were given to the City Attorney.

- E. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation pursuant to Government Code Section 54956.9(b): One potential case.**

Instructions were given to the City Attorney.

ADJOURN

The meeting adjourned at 10:20 a.m.

Respectfully submitted,

Linda Kelly, Acting City Clerk



Draft Minutes
Town of Atherton
CITY COUNCIL
October 17, 2001
5:30 P.M.
Conference Room
Town Administration Building
91 Ashfield Road
Atherton, California
Special Meeting

Mayor Fisher called the meeting to order at 5:30 p.m.

1. ROLL CALL

PRESENT: Kathy McKeithen
James R. Janz
Alan B. Carlson
Dianne M. Fisher
William R. Conwell

The City Council adjourned to Closed Session at 5:35 p.m. The following actions on the Closed Session items were announced by the City Attorney in open session during the Regular Meeting of October 17, 2001 as follows:

CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
pursuant to Government Code Section 54957
Title: City Attorney

Council conducted the evaluation.

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

**Agency Negotiator: James H. Robinson, City Manager
Employee Organization: Management**

Direction was given to the City Manager.

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

**Town of Atherton v. Thomas E. Bacon
Thomas E. Bacon v. Town of Atherton**

Direction was given to the City Attorney.

D. LIABILITY CLAIM pursuant to Government Code Section 54956.95

**Claimant: Makailah Perkins
Agency claimed against: Town of Atherton**

Direction was given to the City Attorney.

E. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation pursuant to Government Code Section 54956.9(b): One potential case.

Direction was given to the City Attorney.

RECONVENE TO OPEN SESSION

The Council reconvened to open session at 6:55 p.m.

ADJOURN

The meeting adjourned at 6:55 p.m.

Respectfully submitted,

Linda Kelly, Acting City Clerk



Draft Minutes
Town of Atherton
CITY COUNCIL/ATHERTON CHANNEL
DRAINAGE DISTRICT
October 17, 2001
7:00 p.m.
Town Council Chambers
94 Ashfield Road
Atherton, California

Regular Meeting

Mayor Fisher called the meeting to order at 7:00 p.m.

1. ROLL CALL

PRESENT: Kathy McKeithen
James R. Janz
Alan B. Carlson
Dianne M. Fisher
William R. Conwell

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

2. PRESENTATIONS

A. Sustainable San Mateo County – Mary Griffin

Mary Griffin made a presentation regarding the Bay Area Alliance for Sustainable Development and asked for a resolution of support from the City Council.

Following discussion, the Council directed staff to return to the Council with a draft Resolution supporting the tenets of the Draft Compact of the Bay Area Alliance for Sustainable Development, to be consistent with the Town's General Plan.

John Sisson, 26 Belleau Avenue, addressed the Council on this issue.

B. Proclamation for Willie McCovey Day, October 25, 2001 – Field Rededication Project - Selby Lane School

Mayor Fisher will present the Proclamation at the Willie McCovey Day event on October 25, 2001.

At this time the City Attorney reported the following actions out of the Closed Session (Special Meeting) of the Council held at 5:30 p.m. this evening:

- A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
pursuant to Government Code Section 54957
Title: City Attorney**

Council conducted the evaluation.

- B. CONFERENCE WITH LABOR NEGOTIATOR – Labor Negotiations
pursuant to Government Code Section 54957.6
Agency Negotiator: James H. Robinson, City Manager
Employee Organization: Management**

Direction was given to the City Manager.

- D. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant
to Government Code Section 54956.9(a):
Town of Atherton v. Thomas E. Bacon
Thomas E. Bacon v. Town of Atherton**

Direction was given to the City Attorney.

- D. LIABILITY CLAIM pursuant to Government Code Section 54956.95
Claimant: Makailah Perkins
Agency claimed against: Town of Atherton**

Direction was given to the City Attorney.

- E. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
pursuant to Government Code Section 54956.9(b): One potential case.**

Direction was given to the City Attorney.

3. COUNCIL REPORTS

- Council Member Conwell reported that no C/CAG meeting was held this month. He stated that he heard a presentation from the manager of San Francisco International Airport (SFO), who stated that the airline industry is in economic jeopardy and that SFO is in a deficit. He also stated that he will be attending the upcoming Criminal Justice awards ceremony in Half Moon Bay. There has been discussion regarding providing a domestic violence habitat in the Town of Atherton, and this issue will need to be discussed at some point in time.**

- **Council Member Janz announced the ABAG Fall General Assembly to be held in Oakland tomorrow. Next week, he will be walking the Atherton Channel, as Mayor Fisher and Council Member McKeithen did a few weeks ago. Council Member Conwell may join him on the walk.**
- **Council Member McKeithen announced that a Creek Workshop will be held in Portola Valley on October 25, 2001 at 7:30 p.m. The workshop will feature environmental and erosion specialists, and may be of interest to individuals concerned about the Atherton Channel, since the issues to be addressed are pertinent to the Channel.**
- **Council Member Janz added that the League of Women Voters and The Almanac are sponsoring a forum on Open Government and the Brown Act tonight, which will be repeated tomorrow night at 7:30 p.m. in the Mountain View Council Chambers.**
- **Mayor Fisher asked that the Council consider adding a Pledge of Allegiance to the Flag at the beginning of each City Council agenda. She further stated that she recently attended a County Library JPA meeting, and that action was taken to hire outside auditors and an outside attorney for the JPA, both of which were seen as positive steps. She stated that there will be increased property tax monies coming to the JPA and has asked the City Manager, as a member of the Library JPA Operations Committee, to find out if the Town will be receiving increased Library funds as a result.**

4. PUBLIC COMMENTS

- **Bob Jenkins, 36 Irving Avenue, suggested that the Council adopt a proclamation supporting the President's war against terrorism.**

Mayor Fisher asked that consideration of this item be placed on the next City Council agenda.

- **John Rugeiro, 10 Stockbridge, on the emergency radio system.**
- **In response to Council questions, Police Chief Robert Brennan stated that he would look into the current status of the emergency radio system, review the Town's disaster preparedness plan as it relates to terrorism, provide further information back to Council, and also place information in the next issue of the Athertonian, perhaps including a response card for residents to inform the Town of resources available in the event of an emergency.**
- **Public Works Director Cliff Temps announced that the Street Micro-surfacing Project is moving forward next week, and it will involve street closures. Signs will be posted and the affected residents will be alerted.**

- **Building Official Mike Hood stated that at the last meeting there was concern regarding the length of time for plan checks to be completed. He reported that 28 major projects were in the pipeline, and that the next project up was submitted 12 weeks ago. He stated that staff would get back to the normal four to six week turnaround time in approximately one month.**
- **City Manager Jim Robinson stated that the Council recently received a letter that California Water Service submitted to the Public Utilities Commission, proposing a rate increase of 12.2% for 2002, 3.52% for 2003, 3.1% for 2004, and 3.2% for 2005. He stated that he could invite a representative from Cal Water to a future meeting to address the City Council regarding this issue if Council so desired. Council then directed the City Manager to pursue having a Cal Water representative speak to Council. Furthermore, Council Member McKeithen asked staff to look into whether the Town has any tax advantage from having Bear Gulch Reservoir in Town.**
- **City Manager Robinson responded to Council Member McKeithen's questions regarding the bills and claims on the consent agenda.**
- **City Manager Robinson asked the Council to consider their calendars in scheduling future City Council meetings. The following dates for meetings were agreed upon:**
 - **Special Meeting – Joint Meeting with Park and Recreation Commission to consider their Holbrook-Palmer Park Study – Thursday, January 10, 2002 at 7:00 p.m., Holbrook-Palmer Park. The City Manager will confirm this with the Commission.**
 - **Regular Meeting of November 6, 2001 – Will include a Capital Improvement Projects Work Session to discuss projects and give direction to staff.**
 - **Special Study Session to Consider Goals and Objectives for the Town – To be included as part of the Regular Meeting of the City Council scheduled for Wednesday, January 16, 2002.**
 - **Special Meeting – Study Session to consider Atherton Channel Drainage District issues – date to be set.**

5. COMMUNITY ORGANIZATION ROUNDTABLE REPORT

Charles Marsala, 33 Emilie, Member of the Arts Committee, reported that the recent "Autumn Stars" fundraiser was a successful event, with about 120 residents in attendance. He also announced the upcoming Villa Montalvo-Fox Theatre events with an Atherton seating section in the Fox Theatre. He further reported as a Member of the Park and Recreation Commission that the Commission recently asked staff to start flying the American flag at the Park. The City Manager stated that staff is working on the lighting for the flag. Mr. Marsala also reported that he attended a Parks and Recreation Association meeting at which grant opportunities were discussed.

CONSENT CALENDAR

MOTION – Approve Consent Agenda as presented.

M/S Conwell/Janz

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

- 8. APPROVED MINUTES OF SPECIAL MEETINGS OF SEPTEMBER 12, 2001 AND SEPTEMBER 19, 2001 AND REGULAR MEETING OF SEPTEMBER 19, 2001 (Approved corrected version of Minutes of Regular Meeting of September 19, 2001 as handed out at City Council meeting.)**
- 9. APPROVED BILLS AND CLAIMS FOR SEPTEMBER 11, 2001 THROUGH OCTOBER 10, 2001 IN THE AMOUNT OF \$900,705.62**
- 8. APPROVED MONTHLY FINANCIAL REPORT FOR SEPTEMBER 2001**
- 9. ADOPTED ORDINANCE NO. 527 AMENDING THE ATHERTON MUNICIPAL CODE RELATED TO ALARM FEES**
- 10. ADOPTED RESOLUTION NO. 01-19 STATING INTENT OF CITY COUNCIL TO VACATE A PORTION OF McCORMICK LANE RIGHT-OF-WAY, WITH RESERVATION OF EASEMENTS FOR PUBLIC ENTITIES AND SANITARY SEWERS, AND SETTING A PUBLIC HEARING FOR DECEMBER 19, 2001**
- 11. SET DECEMBER 19, 2001 AT 7:00 P.M. AS THE DATE AND TIME TO HEAR AN APPEAL OF PLANNING COMMISSION DECISION ON DENIAL OF VARIANCE – 396 SELBY LANE; EXCESSIVE SIDEWALL AND ROOF HEIGHT**

~~**15. ADOPTION OF RESOLUTION NO. 01-___, INTENT TO ABANDON PORTION OF McCORMICK LANE**~~

~~**16. ADOPTION OF RESOLUTION NO. 01-___, INTENT TO ABANDON PORTION OF FAXON ROAD**~~

REGULAR AGENDA

- 12. APPROVAL OF AMENDMENT TO AGREEMENT FOR PROFESSIONAL CITY PLANNING SERVICES FOR FISCAL YEAR 2001-2002 – NEAL MARTIN AND ASSOCIATES**

Council directed staff to integrate the agreement presented along with all pertinent exhibits into one comprehensive document; request \$2 million liability insurance coverage for the agreement (as is recommended by ABAG); spell out the names and titles of who is signing the agreement and in what capacity; and have Neal Martin and Associates bring back the agreement at the next City Council meeting. City Manager Robinson stated that staff would check on whether the Town has a current certificate of liability on file for Neal Martin and Associates.

**13. INTRODUCTION AND FIRST READING OF ORDINANCE AMENDING
ATHERTON MUNICIPAL CODE CHAPTER 15.52 RELATED TO RECYCLING
AND DIVERSION OF CONSTRUCTION AND DEMOLITION DEBRIS**

Building Official Mike Hood responded to Council questions regarding how recycling percentages are calculated.

Following discussion, Council directed staff to clarify the description in the draft ordinance of what is a “covered project” in Section 15.25.020 of the proposed Ordinance, as it relates to the cost of projects over \$50,000 and under \$50,000, and return the Introduction and First Reading of the Ordinance to the next Regular City Council meeting.

**14. APPROVAL OF LETTER COMMENTING ON PHILLIPS BROOKS SCHOOL
REVISED DRAFT ENVIRONMENTAL IMPACT REPORT**

Council commended Public Works Director Cliff Temps on the draft letter and informed him that they are supportive of him obtaining assistance in this effort if he believes he needs it.

MOTION - Approve letter and authorize Mayor/Chair of the Atherton Channel Drainage District to sign the letter on behalf of the District, and direct City Clerk to transmit letter to Town of Woodside.

Dr. Marts Beekley stated that the Atherton Channel cannot accept any more water, and that the Channel should not be subject to any more runoff generated by this project.

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

**15. APPROVAL OF ASSIGNMENT OF A POLICE OFFICER TO THE SAN MATEO
COUNTY RAPID ENFORCEMENT ALLIED COMPUTER TEAM (R.E.A.C.T.)
TASK FORCE**

Council Members expressed concerns with assigning a Police Officer to a two-year full-time assignment, and stated their preference for ensuring that the Town will benefit from this program and that the Town will still have access to the Officer when he is needed for Police Department priorities.

Council Member Conwell made a motion to not approve this assignment at this time, since there are other public safety priorities of the Town. The motion died for lack of a second.

MOTION - Approve request to temporarily reassign one Officer on a half-time basis to the R.E.A.C.T. Task Force for a two-year period of time, with the understanding that

the Town can withdraw from this program at any time, and direct the Police Chief to return with an initial report on the program in six months.

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

16. PUBLIC COMMENTS

There were no comments from the public.

ADJOURN

The meeting adjourned at 9:55 p.m.

Respectfully submitted:

**Linda Kelly
Acting City Clerk**

TOWN OF ATHERTON

CLAIMS LIST

October 11 through October 31, 2001

Payroll Checks	501423 – 501486	\$ 119,219.33
Electronic Transfers		30,098.16
A/P Checks	11415-11576	<u>202,117.63</u>
TOTAL		\$ 351,435.12

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 501423– 501486 (Payroll) and 11415-11576 (Accounts Payable), and Electronic Transfers for Employees Federal Payroll Taxes and fees, inclusive, amount to \$351,435.12 are true and correct, and that there are funds for payment.

James H. Robinson
City Manager

The above claims, Payroll check numbers 501423 – 501486, Accounts Payable check numbers 11415 - 11576 and Electronic Transfers for employees federal payroll taxes and fees, amount to \$351,435.12; and are hereby approved for payment.

Mayor, Town of Atherton

SOURCE OF FUNDS

101	General Fund	\$289,837.93
201	Special Parcel Tax	0
202	Transportation	34,412.68
203	Gas Tax Fund	0
210	Road Construction Impact Fees	0
401	General Capital Projects	0
402	Storm Drainage	0
404	Park Playground Improvement	145.50
610	Vehicle Replacement	0
611	Computer Maint. & Replacement	2,880.00
612	Administrative Services	13,629.99
614	Workers Compensation Insurance	0
715	Evans Estate	10,529.02
730	H-P Park Improvement	0
731	Tree Committee	0
TOTAL		\$351.435.12



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: BILL YEOMANS, INTERIM FINANCE DIRECTOR

DATE: FOR THE MEETING OF NOVEMBER 6, 2001

**SUBJECT: TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDING
SEPTEMBER 30, 2001**

RECOMMENDATION:

Note, receipt and file.

INTRODUCTION:

This is the quarterly status report of the Town's investments in the Local Agency Investment Fund (LAIF) and the San Mateo County Investment Pool (SMCIP) for the quarter ending September 30, 2001.

ANALYSIS

As of September 30, 2001, the Town had a total investment of **\$7,403,217.18**. The total interest earning for the quarter ending September 30 is **\$91,495.73**. The funds are invested in the San Mateo County Investment Pool (SMCIP) and the Local Agency Investment Fund (LAIF).

Investment at SMCIP: San Mateo County Investment Pool is created and managed by the County Treasurer. The Pool has a total portfolio of \$ 1.57 billion in market value as of September 30, 2001. The Town had an investment of **\$3,649,910.35** in the pool at the end of the quarter. The total interest earning on the Town's investment for the quarter is **\$46,444.79**. The copies of the monthly summary report of investments for the quarter are attached herewith for Council review. The reports

reflect the deposits, withdrawals, and the balance of the investment. Month-end balances and net interest earnings rates are as follows:

Month	Month End Balance	Net Earnings Rate
July, 2001	3,883,689.41	4.64%
August, 2001	3,844,662.33	4.77%
September, 2001	3,649,910.35	4.51%

Investment in LAIF: Local Agency Investment Fund is created and managed by the State Treasurer. The fund had a total portfolio of \$ 49.6 billion as of September, 2001. The Town had an investment of **\$4,005,384.70** invested in the fund at the end of the quarter. The total interest earning on the Town’s investment for the quarter is **\$46,922.13**. The copies of the monthly statements of investment are attached herewith for Council review. Month-end balances and the effective yields are as follows:

Month	Month End Balance	Effective Yield
July, 2001	4,188,306.83	4.64%
August, 2001	3,848,306.83	4.50%
September, 2001	3,753,306.83	4.47%

CONCLUSION

The Town’s investment portfolio is down \$1,010,637.97 from the end of the prior quarter. The yields on investment are declining. The interest income for the quarter is \$10,312.71 lower than the previous quarter. All investments are in compliance with law, regulations, and the Town’s Investment Policy. Interest income continues to keep pace with budget projections. All investments are comparatively safe and liquid to meet the Town’s cash flow. The projected cash available is adequate to meet expected obligations over the next six months.

ADDITIONAL INFORMATION

ATTACHMENTS:

1. Monthly investment account statements from SMCIP and LAIF.

Submitted by:

Reviewed/Approved:

Bill Yeomans
Interim Finance Director

James H. Robinson
City Manager



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: CLIFF TEMPS, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF NOVEMBER 6, 2001

**SUBJECT: ACCEPTANCE OF WORK AND AUTHORIZATION TO RECORD NOTICE
OF COMPLETION – 2001 STREET MICRO-SURFACING PROJECT 01-003**

RECOMMENDATION

Pass a motion accepting work and authorizing recordation of a notice of completion for 2001 Street Micro-Surfacing project.

INTRODUCTION

The Council awarded a contract to Valley Slurry Seal Company for micro-surfacing. The authorized contract amount was \$135,000. Work under the contract was performed on October 24, 25, and 26, and has been completed.

ANALYSIS

There were no additions to or deletions from the work authorized by the Council, and the final contract price was \$131,335.96.

This was the Town's first use of micro-surfacing, and it was used in a variety of street situations to evaluate its effectiveness. First indications are that it is a very acceptable alternative to cape sealing, which was done last year. Other things we learned from this contract are:

1. Where sealing requires street closures for a period of hours and affects more streets than those being sealed, we cannot count on contractors to provide adequate notice. The Town will have to play a much more pro-active role in noticing in the future.

2. Where short drying time is essential, the Town must specify a specific cement content and make excess drying time a basis for payment penalties, instead of using a generic criteria for mix design in our specifications.
3. Where through streets, or streets which are fed by a number of other streets are to be sealed, we should consider “micro-chip” sealing. This product is about twice as expensive as micro-surfacing and requires grinding down existing pavement next to gutters and at joints with other pavement. Its advantages are that it can be driven on as soon as a roller makes a first pass over it, it lends itself to doing one lane at a time (facilitating one-way traffic), and it is twice as thick and has a longer life than micro-surfacing.

FISCAL IMPACT

The project was within budget, and there were no unexpected fiscal impacts

CONCLUSION:

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

Respectfully submitted:

Reviewed/Approved:

Cliff Temps
Public Works Director

James Robinson
City Manager

ATKINSON • FARASYN, LLP

ATTORNEYS AT LAW

660 WEST DANA STREET

P.O. BOX 279

MOUNTAIN VIEW, CALIFORNIA 94042

TELEPHONE (650) 967-6941

FACSIMILE (650) 967-1395

J.M. ATKINSON (1892-1982)

L.M. FARASYN (1915-1979)

LEONARD J. SIEGAL
HAROLD S. TOPPEL
STEVEN G. BAIRD
MARC G. HYNES

MEMORANDUM

TO: Honorable Mayor and City Councilmembers, Town of Atherton
FROM: Marc G. Hynes, City Attorney
RE: Amendment to Contract for Services
DATE: October 30, 2001

Attached is a copy of my existing contract with the Town. I propose to amend the compensation provision of this contract (appearing in paragraph I. B.) to change the monthly retainer from \$6000 per month to \$7000 per month. This latter figure is the amount which was being paid to the City Attorney at the time I was hired by the City Council in August of 2000. I have included an effective date of August 1, 2001.

I propose to amend the contract by the amendment which is also attached. I will be happy to respond to any questions the Council might have on this.

Respectfully,

MARC G. HYNES

MGH:cwb

Attachment

FIRST AMENDMENT TO
CITY ATTORNEY'S SERVICE AGREEMENT
BETWEEN
TOWN OF ATHERTON
AND MARC G. HYNES OF ATKINSON-FARASYN, LLP

This First Amendment to the City Attorney's Service Agreement between the Town of Atherton and Marc G. Hynes, Esq. of Atkinson-Farasyn, LLP dated August 1, 2000, is hereby amended by revising paragraph I. B. to read as follows:

"I. BASIC SERVICES – RETAINER

B. The retainer fee for basic services is \$7,000 per month, effective August 1, 2001. The retainer shall be paid monthly beginning on the fifteenth day of each month."

All other provisions of the agreement between the Town of Atherton and Marc G. Hynes dated August 1, 2000, except as amended above, shall continue to remain in effect.

Dated: _____, 2001.

TOWN OF ATHERTON

By _____
Dianne M. Fisher, Mayor

Marc G. Hynes, City Attorney



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: ROBERT J. BRENNAN, CHIEF OF POLICE

DATE: FOR THE MEETING OF NOVEMBER 6, 2001

SUBJECT: APPROVAL OF TOW COMPANY CONTRACTS

RECOMMENDATION:

Approve the contracts of Exotic Towing as well as All-Weather Towing for addition to the Atherton Police Department Tow Rotation List.

INTRODUCTION:

Representatives from Exotic Towing as well as All-Weather Towing approached the Atherton Police Department, asking that they be added to the Police Department's Rotation Tow List. Each of the representatives was given an application form, as well as a contract to review, complete, sign and return. Both of these items have been returned and reviewed by Staff, who have given initial approval for the addition of these two companies, pending Council approval. In addition, both companies have obtained business licenses with the Town, and have provided Staff with evidence of current Liability Insurance.

The Police Department currently has two openings on the Rotation Tow List, and the addition of these two companies would fill the current vacancies.

ANALYSIS:

Exotic Towing and Auto Body has been in business for 1 ½ years in San Carlos. Although not on any current police department rotation, they are in the application process with Menlo Park Police Department.

All-Weather Towing has been in business for 8 years in Redwood City. They are on the Rotation Tow List of the Menlo Park Police Department.

Each of these tow companies will be subject to a probation period of 3 months, at which time their performance will be evaluated to determine whether their contract will be continued. Approving the contracts of Exotic Towing and Auto Body as well as All-Weather Towing will allow for additional resources to be available to the Atherton Police Department.

FISCAL IMPACT:

None.

Prepared by:

Approved:

Robert J. Brennan
Chief of Police

James Robinson
City Manager



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JAMES ROBINSON, CITY MANAGER

DATE: FOR THE MEETING OF NOVEMBER 6, 2001

SUBJECT: APPROVAL OF AGREEMENT FOR PLANNING SERVICES FOR FISCAL YEAR 2001/02 – NEAL MARTIN AND ASSOCIATES

RECOMMENDATION

That the City Council authorize the Mayor to execute a contract with Neal Martin and Associates to provide professional planning services for the Town of Atherton as identified in EXHIBIT A of the attached agreement. The agreement has been reviewed and approved as to form by Marc Hynes, City Attorney.

BACKGROUND

The agreement for Professional Services with Neal Martin and Associates was continued from the City Council meeting of October 17, 2001. The revised agreement reflects a council request for an increase in comprehensive liability insurance from \$1,000,000 to \$2,000,000, and names the Town and its officials as additional insured. The agreement also identifies the signatory and consultant as Neal Martin, President of Neal Martin and Associates. All other terms of the contract remain the same as previously submitted and retains the same rate schedule as last Fiscal Year.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 2001, by and between the Town of Atherton, hereinafter called "TOWN" and Neal Martin & Associates, hereinafter referred to as the "CONSULTANT."

RECITALS

This Agreement is entered into with reference to the following:

- A. TOWN desires to engage CONSULTANT to render certain professional services in the TOWN.
- B. CONSULTANT is qualified to provide such services to the TOWN.
- C. TOWN engages the services of CONSULTANT upon the following terms and conditions:

1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, incorporated here by reference.

Performance of the work specified in Exhibit A is an obligation of CONSULTANT under this Agreement, subject to any subsequent changes that may be made to this Agreement by the mutual written agreement of the parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term. CONSULTANT'S services shall commence on execution of this Agreement and shall continue until completion of the task set forth in Exhibit A as described in the preceding section, or until terminated upon 30 days written notice by either party.

3. Compensation. Payment under this Agreement shall be at the hourly rates and conditions set forth in Exhibit B incorporated here by reference.

4. Effective Date. This Agreement becomes effective when endorsed by both parties in the space provided.

5. Reliance on Professional Skill of Consultant. CONSULTANT represents that it has the necessary professional skills to perform the services required and the TOWN relies on such skills of the CONSULTANT to do and perform the services.

6. Consultant Independent Contractor. It is understood that the relationship of CONSULTANT to the TOWN is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not the agents or employees of the TOWN.

7. Defense/Hold Harmless: Consultant by Town. TOWN agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability from any third party, for acts or conduct of CONSULTANT while performing CONSULTANT'S obligations under this Agreement, in the ordinary course of business. It is the intent of this paragraph to provide CONSULTANT with the same indemnity and defense an employee of the TOWN would have for performing similar services. In addition, the TOWN agrees to pay CONSULTANT'S hourly fees, as set forth in this Agreement, for the time CONSULTANT may spend (in the event of any third party litigation) with the TOWN assisting legal counsel and staff of the TOWN, and preparing and testifying at deposition or trial.

8. Defense/Hold Harmless: Town by Consultant. CONSULTANT will defend and indemnify TOWN against judgment for any gross negligence or willful misconduct of CONSULTANT in performing services under this Agreement.

9. Liability Insurance Policy. CONSULTANT shall procure and maintain, for the duration of the Agreement, a comprehensive general liability policy of insurance written on an occurrence basis in the amount of \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage which may arise from, or in connection with, the performance of this Agreement. The TOWN and its officials, employees and volunteers are to be named as additional insureds with respect to liability arising out of activities performed by or on behalf of CONSULTANT. The insurance policy required under this paragraph shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the TOWN. Insurance is to be obtained only through insurers with a Best's rating of no less than A+.

10. Certificates/Endorsements. CONSULTANT shall furnish the TOWN with Certificates of Insurance and with original Endorsements showing effective coverage required by paragraphs 8 and 9 above.

11. Non-Assignment. This Agreement is not assignable either in whole or in part.

12. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.

13. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

14. 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.

15. 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.

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

17. Entire Agreement. This Agreement, including Exhibits A and B comprise the entire Agreement.

18. Notice. All notices required by this Agreement shall be given to TOWN and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

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

CONSULTANT: Neal Martin, President
Neal Martin & Associates
1640 Laurel Street
San Carlos, CA 94070

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and intend it to be effective on the date first written by their respective officers duly authorized in that behalf.

TOWN:

Dated: _____, 2001.

By: _____

(signature)

(typed name)

Its: _____
(title)

Approved as to form:

Marc G. Hynes, City Attorney

CONSULTANT

Dated: _____, 2001. By: _____

Neal Martin

EXHIBIT A

NEAL MARTIN & ASSOCIATES

SERVICES

Neal Martin and Associates agrees to provide planning services to the Town of Atherton. In general, those services include the following:

Planning Commission: Completion of staff review and preparation of staff reports for all applications to the Planning Commission. Examples of the applications normally reviewed by the Commission are; Conditional Use Permits, Variances, Subdivisions, Heritage Tree Removal Permits, Ordinance Amendments and other similar applications. Services include attending the Planning Commission meetings, preparation and distribution of public notices, preparation and distribution of agendas, staff reports and packets and completion of case documentation after Planning Commission action. Neal Martin and Associates will also take all meeting minutes.

City Council: Services include preparation of staff reports for items such as Appeals, Subdivisions and Ordinance Amendments.

General Plan Committee: Services include attending the General Plan Committee meetings, preparation and distribution of agendas, staff reports and packets. Neal Martin and Associates will also take all meeting minutes.

Lisa Costa Sanders, Senior Planner, will provide most of the services for items that regularly come before the Planning Commission, General Plan Committee and City Council. Neal Martin, Principal Planner, will provide services for any of the more complex or controversial matters that would be adjoined.

EXHIBIT B

NEAL MARTIN & ASSOCIATES

FY 2001-2002 FEE SCHEDULE

Principal Planner	\$130.00 per hour
Senior Planner	\$ 75.00 per hour
Associate Planner	\$ 65.00 per hour
Assistant Planner	\$ 50.00 per hour
Drafter	\$ 40.00 per hour
Word Processor	\$ 37.00 per hour
Mileage	\$.31 per mile
Expenses	Cost + 15%



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LISA COSTA SANDERS, SENIOR PLANNER

DATE: FOR THE CITY COUNCIL MEETING OF NOVEMBER 6, 2001

**SUBJECT: RESOLUTION IN SUPPORT OF THE BAY AREA ALLIANCE FOR
SUSTAINABLE DEVELOPMENT**

RECOMMENDATION:

Adopt the attached Resolution in support of the Bay Area Alliance for Sustainable Development.

ANALYSIS:

At the October 17, 2001 City Council meeting, Mary Griffin gave a presentation on the Bay Area Alliance and the preparation of their "Draft Compact for a Sustainable Bay Area". At the conclusion of the presentation, Council directed Staff to prepare a resolution of the next meeting in support of the Draft Compact. The attached resolution states that the Town of Atherton "supports those values and tenets of the Draft Compact that are consistent with the General Plan of the Town of Atherton".

Prepared by:

Reviewed/Approved by:

s/Lisa Costa Sanders
Lisa Costa Sanders
Senior Planner

James Robinson
City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
IN SUPPORT OF THE BAY AREA ALLIANCE FOR
SUSTAINABLE DEVELOPMENT**

WHEREAS, Bay Area Alliance for Sustainable Development is a multi-stakeholder coalition established in 1997 to develop and implement a sustainability action plan for the Bay Area; and

WHEREAS, the City Council of the town of Atherton recognizes that the Bay Area is a unique and special place that is undergoing rapid change and is facing serious challenges; and

WHEREAS, among the challenges facing the region are traffic, congestion, the loss of open space, and various forms of pollution; and

WHEREAS, the Bay Area Alliance has developed the “Draft Compact for a Sustainable Bay Area” in a concerted effort to invite and encourage a regional conversation about how the Bay Area can grow in a more sustainable manner; and

WHEREAS, the Draft Compact is based upon the three E’s of Sustainable Development; prosperous economy, quality environment, and social equity; and

WHEREAS, the Bay Area Alliance defines sustainable development as the ability “to meet the needs of the present without compromising the ability of future generations to meet their own needs”; and

WHEREAS, the General Plan of the Town of Atherton includes many of the principles of sustainability and regional growth management, it also includes many goals to preserve the Town’s character as a scenic, rural, thickly wooded residential area with abundant open space; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Town of Atherton, that it acknowledges the work of the Bay Area Alliance for Sustainable Development and its efforts in developing the Draft Compact for Sustainable Bay Area and that it supports those values and tenets of the Draft Compact that are consistent with the General Plan of the Town of Atherton.

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City council of the Town of Atherton at a regular meeting thereof held on the 9th day of November, 2001, by the following vote:

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

Dianne Fisher, Mayor
Town of Atherton

ATTEST:

Sharon Barker, City Clerk



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LISA COSTA SANDERS, SENIOR PLANNER

DATE: FOR THE CITY COUNCIL MEETING OF NOVEMBER 6, 2001

**SUBJECT: GENERAL PLAN COMMITTEE REQUEST TO DISCUSS DAY CARE
FACILITIES**

RECOMMENDATION

It is recommended that the City Council request the General Plan Committee discuss the issue of day care facilities.

INTRODUCTION/ANALYSIS

Staff has received a complaint regarding a day care facility being operated within Town limits. There are apparently 13 children in this day care facility. State Law exempts local regulations on day care facilities with 6 or fewer children in residential areas and allows limited regulations on “large day care centers” (7 to 14 children). If directed to the General Plan Committee, Staff will provide the Committee with examples of regulations in other jurisdictions and information on State Law from City Attorney Marc Hynes. City Attorney Marc Hynes has already provided some information on this issue as attached in his memo dated September 21, 2001.

Prepared by:

Reviewed/Approved by:

s/Lisa Costa Sanders

Lisa Costa Sanders
Senior Planner

James Robinson
City Manager



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: ROBERT J. BRENNAN, CHIEF OF POLICE

DATE: FOR THE MEETING OF NOVEMBER 6, 2001

SUBJECT: APPROVAL OF POLICE MOTORCYCLE PURCHASE

RECOMMENDATION:

Approve A&S BMW as the sole-source vendor (State Contract) for purchase of two (2) 2002 BMW Police Motorcycles in the amount of \$30,918.68, which would be taken from the vehicle budget.

INTRODUCTION:

The Town of Atherton Police Department currently has four police motorcycles in the fleet. Three of these motorcycles are in excess of five years old, including one motorcycle that is thirteen years old. The intent is to replace three older motorcycles with two new motorcycles. One of the motorcycles that will be removed from active service will still be utilized as a trainer for new riders, as well as for periodic refresher training. The other two remaining motorcycles would be surplus.

The use of police motorcycles by the Police Department has already been proven to be a valuable and necessary component of traffic enforcement and education within the Town. It is important that motorcycle-riding officers are given equipment that is not only reliable and up-to-date, but incorporates the most recent updates in safety features. It is the intent of this staff report to obtain Council approval to formally accept A&S BMW of Roseville as the sole source vendor for this purchase.

ANALYSIS:

There are currently three companies that manufacture police motorcycles. These companies are Kawasaki, Harley-Davidson, and BMW. All three companies produce quality motorcycles, however certain safety features have given BMW the edge in this area. The California Highway Patrol has recognized this also, and only uses BMW motorcycles in their fleet. BMW motorcycles come equipped with a front and rear anti-lock braking system, commonly known as ABS. This feature, which is also available on most cars, greatly enhances the stopping ability of the motorcycle. With this feature, an officer could make an emergency stop in a shorter distance, greatly reducing the chance of a collision should the situation arise.

A&S BMW of Roseville is the sole-source vendor for the California Highway Patrol BMW motorcycles. This makes them the logical choice to handle the needs of the Town of Atherton Police Department.

The purchase of equipment for the motorcycles, labor, additional vendors, etc. will be brought to the Council's attention per policy should any of the expenditures exceed \$15,000.00. Current Atherton purchasing procedures within the Municipal Code authorizes the use of State and County cooperative contracts.

CONCLUSION:

Approving A&S BMW of Roseville as the sole-source vendor for this purchase will allow for a professional, well-experienced vendor to handle this transaction. A&S BMW of Roseville was the low bid for the State, and meet all of the California Highway Patrol requirements, which was the reason for them being chosen.

FISCAL IMPACT:

The amount required, \$30,918.68, would be taken from the current vehicle budget. This amount has been placed in the 2001-2002 budget for police department vehicle replacement.

Prepared by:

Approved:

Robert J. Brennan
Chief of Police

James Robinson
City Manager



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JAMES H. ROBINSON, CITY MANAGER

DATE: FOR THE MEETING OF NOVEMBER 6, 2001

SUBJECT: ADOPTION OF RESOLUTION ADOPTING SALARIES AND BENEFITS FOR MANAGEMENT STAFF FOR FISCAL YEAR 2001-02

RECOMMENDATION

Adopt the attached Resolution setting salaries and benefits for Management staff for Fiscal Year 2001-02.

INTRODUCTION:

Currently, there is no one document that exists in Town records that identifies the full salary and benefit package afforded to Management employees. In addition, Management salaries and benefits were last adjusted by the City Council on December 20, 2000, and no current salary schedule is in effect for the current Fiscal Year, 2001-02. The purpose of the attached Resolution is to address the issue of Management salaries and benefits in one comprehensive document, in order to uniformly apply benefits to all managers as well as provide public and official action of the City Council authorizing such salaries and benefits.

ANALYSIS:

Covered Employees

The Management positions that staff is proposing be covered by the attached Resolution are as follows:

Assistant Finance Director
Assistant to the City Manager
City Clerk
Finance Director
Park Program Administrator
Planning Administrator/Building Official
Police Chief
Police Lieutenant
Public Works Director
Public Works Superintendent

These have traditionally been considered the Town's Management positions, and is not a change from past practice. These positions are not covered by the Miscellaneous or Police Officers Association MOUs.

Salaries

The last time Council took action on Management salaries was at its meeting of December 20, 2000. At that time, Management salaries were set at the 60th percentile for salary based on the agencies used as comparators in the Classification and Compensation Study prepared for the Town by Koff and Associates in 2000. Those agencies were Menlo Park, Hillsborough, Millbrae, San Carlos, Los Gatos, Belmont, Brisbane, San Bruno, Los Altos, Woodside, and Saratoga, with the exception of the Police Lieutenant position, which was benchmarked using the agency benchmarks in the Atherton Police Officers Association Memorandum of Understanding (APOA MOU). The APOA MOU agencies are Palo Alto, Redwood City, San Mateo County Sheriff's Department, Menlo Park, Hillsborough, Millbrae, San Carlos, Los Gatos, Belmont, Brisbane, San Bruno, and Los Altos.

Subsequently, the City Council authorized the increase for two existing Management positions to the 70th percentile for salary based on the agencies used as comparators in the Classification and Compensation Study prepared for the Town by Koff and Associates. This increase was authorized to assist in attracting qualified candidates to the Town. This authorization took place at the City Council meeting of February 8, 2001 and was applied to the positions of Assistant to the City Manager and Public Works Superintendent. In addition, at this same meeting, the City Council authorized advertising above the 70th percentile for the position of Assistant Finance Director.

Under the proposed Resolution, Management salaries are set at the 70th percentile for salary and Public Employees Retirement System (PERS) contribution, with the exception of the Park Program Administrator position. Due to the unique duties of the Park Program Administrator position and

the inability to locate comparator positions, the salary for this position is not proposed to be set at the 70th percentile as described above. Instead, the salary for the Park Program Administrator position is proposed to be set at 1% above the Public Works Supervisor position, in order to maintain internal equity.

Adoption of the Resolution would implement salary adjustments for Management employees, effective July 1, 2001, and represents an average annual increase of 5.96%.

The advantages of using the “percentile formula” for comparator agencies, as was used by the Town for setting last fiscal year’s salaries, are that Management salaries will maintain competitive with like positions in similar local agencies. It is also felt that the beneficial impact of this formula will assist the Town with attraction and retention of qualified Management employees, higher morale among Management employees, and strengthened Management employee commitment to the Town.

Benefits:

In preparing the proposed Resolution, all current benefits provided by the Town to Management employees were reviewed. As mentioned previously, some of these benefits are contained in the Miscellaneous employees’ MOU, others were in individual Management Contracts, and others were not stated in an officially adopted document. Benefits were summarized, standardized if necessary, and are hereby contained in the attached resolution. Changes to current practice are highlighted below.

Provision	Current Practice	Provision in Proposed Resolution
Overtime	Management employees exempt from overtime	No change
Holidays	11 Town holidays plus 1 personal holiday	No change
Vacation Leave	3 Tiers of Vacation: Less than 3 yrs. of service – 80 hours per year; 3 yrs. to 8 yrs. of service – 120 hours per year; 8 yrs. of service and above – 160 hours per year. Maximum accrual of 800 hours.	No change to Tiers or maximum accrual. Proposal defines “years of service” as full-time employment with the Town plus full-time employment with other public or private agencies. Years with other agencies credited on a two-for-one basis.
Sick Leave	Accrual rate of 3.69 hours per pay period, cap of 1,080 hours. Conversion of sick leave to vacation (for every 8 hours of sick leave not used, automatically converted to 2 hours vacation at the end of the calendar year).	No change, except deletion of Conversion of sick leave to vacation hours.

Provision	Current Practice	Provision in Proposed Resolution
Bereavement Leave	5 working days for death of relative	No change
Military Leave	Granted in accordance with applicable laws	No change
Leave for Pregnancy Disability	Maximum unpaid leave of 4 months	No change
Family and Medical Leave Act	Granted in accordance with applicable laws	No change
Jury Duty	Absent with pay	No change
Health/Dental/Vision	Premiums paid by Town; Police Lieutenant entitled to 80% of unused portion of Police cafeteria plan	No change
Life Insurance	Tier 1: Police Chief, Police Lieutenant - \$140,000 Tier 2: Finance Director, Planning Admin./Building Official, Public Works Director - \$100,000 Tier 3: Assistant Finance Director, Assistant to the City Manager, City Clerk, Park Program Administrator, Public Works Superintendent - \$50,000	Change Tier 3 to \$75,000
Employee Assistance Plan	Counseling program not to exceed \$3,000 for all employees per fiscal year	No change
Long Term Disability Insurance	67% of monthly earnings to a maximum of \$6,000 per month	No change
Deferred Compensation	Employees have option to participate at their own expense	No change
Short Term Disability Insurance	70% of weekly earnings to a maximum of \$500 per week	No change
Flexible Spending Plan	Employees have option to participate at their own expense	No change
Public Employees Retirement System	Managers at 2% at 55 formula; Police Management at 3% at 50% formula as of July 1, 2002	No change
Performance Reviews	Past practice has not been consistent	All management employees shall have their performance reviewed at least once prior to the end of the fiscal year in June.

Provision	Current Practice	Provision in Proposed Resolution
Automobile Provision/Mileage Reimbursement	Police Chief - Provision of an automobile to take home Police Lieutenant - Provision of an automobile to take home Planning Administrator/Building Official - \$200/month Public Works Director - \$200/month Public Works Superintendent - Provision of an automobile during work hours	No change
Educational Reimbursement	Maximum of \$400 per employee per fiscal year; \$1,000 fund to be shared among Management and Miscellaneous employees	Maximum of \$600 per employee per fiscal year; \$2,000 fund to be shared among Management employees
Severance Pay	One manager has a 3 months' severance pay provision in his employment contract	No severance pay for any managers

In addition, the Resolution proposes that during the Fiscal Year 2001-02, the Town shall request an actuarial study of the cost of implementing the single-highest year Public Employees Retirement System (PERS) program and final year conversion of employee-paid member contributions. Currently, the Town's Management and Miscellaneous employees are covered by the PERS program which provides for an average of the three highest years' of salary for calculation of retirement benefits. There is no cost to the Town for requesting such a study.

Implementation of Resolution

If adopted, the salary and benefits afforded by the Resolution would be retroactive to July 1, 2001. In addition, each manager who currently has a Management Contract with the Town has agreed to sign a statement (Exhibit B to the Resolution) stating that he or she will give up the provisions and benefits of his or her previous Management Contract in order to accept the terms and conditions of employment contained in the proposed Resolution. These signed "Addendums to Employment Agreements with the Town of Atherton" will be placed in the employees' personnel files and will supercede existing terms and conditions of employment.

Through the adoption of this Resolution, the Town will no longer enter into any Management Contracts or employment agreements, whether written or verbal, with regular Management employees, unless approved by the City Council. This does not pertain to individuals who are

RESOLUTION NO. 01-___

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON ADOPTING SALARIES AND BENEFITS FOR MANAGEMENT STAFF FOR FISCAL YEAR 2001-02

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

WHEREAS, the City Council has determined that it is in the best interests of the Town to bring uniformity to the salaries and benefits of Management employees in the form of a resolution, and

WHEREAS, Attachment A to this Resolution specifies terms and conditions of employment for Management employees for the Fiscal Year 2001-02.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the Town of Atherton that the salaries and benefits of the Management Employees of the Town of Atherton shall be as stated in Attachment A.

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the ___ day of _____, 2001, by the following vote.

*AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:*

Dianne M. Fisher, Mayor
Town of Atherton

ATTEST:

Sharon Barker, City Clerk

ATTACHMENT A

The purpose of this Fiscal Year 2001-02 Management Resolution is to provide salary and benefit information for Management Employees of the Town of Atherton in one document rather than in multiple, individual agreements with various employees.

(Currently, there are several individual employee agreements for managers in effect.)

1. COVERED CLASSIFICATIONS:

City Clerk	Public Works Superintendent
Park Program Administrator	Planning Administrator/Building Official
Assistant to the City Manager	Finance Director
Assistant Finance Director	Police Chief
Public Works Director	Police Lieutenant

2. **SALARY:** The Atherton City Council recognizes the importance of maintaining a competitive salary and benefit package for its management employees. In order for this to be possible, it is necessary to establish a list of those municipalities that should be used as benchmark agencies. The following agencies are hereby used as a benchmark for management employees' salaries and benefits: Menlo Park, Hillsborough, Millbrae, San Carlos, Los Gatos, Belmont, Brisbane, San Bruno, Los Altos, Woodside, and Saratoga, with the exception of the Police Lieutenant position, which shall be benchmarked against those agencies utilized as benchmarks in the Atherton Police Officers Association Memorandum of Understanding (MOU).

For the term of this Resolution, July 1, 2001 through June 30, 2002, the City Council authorizes compensation of management employees at the 70th percentile for salary and Public Employees Retirement System (PERS) contribution as compared to like positions with the benchmark agencies (Per Exhibit "A" – Town of Atherton Management Salary Schedule - Fiscal Year 2001-02). Due to the unique duties of the Park Program Administrator position and the inability to locate comparator positions, the salary for this position will not be set at the 70th percentile as described above. Instead, the salary for the Park Program Administrator position will be set at 1% above the Public Works Supervisor position, in order to maintain internal equity.

(Currently, most Management salaries are set at the 60th percentile for salary only. Exceptions are the Assistant Finance Director, Assistant to the City Manager, and Public Works Superintendent, which are set at the 70th percentile for salary only)

(Currently, the Park Program Administrator salary is set at 10% below the 60th percentile for the Assistant to the City Manager salary. This is no longer applicable since the Assistant to the City Manager salary range was raised to the 70th percentile as authorized by the City Council on February 8, 2001.)

3. **OVERTIME:** All management employees are exempt from overtime compensation in accordance with the provisions of the Fair Labor Standards Act. No management employee is entitled to receive overtime compensation.

4. **HOLIDAYS:** The following holidays will be observed by all Management employees:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veterans' Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving Day
December 25	Christmas Day

In addition, a personal holiday on a date to be determined by the employee subject to the approval of the City Manager. This holiday will be credited to the employee each January.

If any of the holidays falls on a Saturday, the Friday preceding shall be observed as the holiday. If the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

5. **VACATION LEAVE:** Except as limited by this section, all Management employees shall accrue Vacation Leave at the following rates:

Less than three years of service – 80 hours per year.

Three years of service to eight years of service – 120 hours per year.

Eight years of service and above – 160 hours per year.

For purposes of this resolution, "years of service" shall include full-time employment with the Town of Atherton, plus full-time service with other public or private agencies prior to Town employment. Full-time years of service with other agencies shall be credited on a two-for-one basis as follows: credit for one year of service for every two years of service outside the Town. Partial years shall not be rounded up to the next year. Employees covered by this provision include all current Management employees and all Management employees hired during the term of this Management Resolution.

(Currently, there is no provision for prior years of service for calculating vacation accrual.)

The maximum vacation accrual is 800 hours. Vacation accrual in excess of the maximum allowed will be liquidated by monetary payment during the month of November. Those employees with vacation balances in excess of the maximum accrual stated herein at the time

this Resolution is adopted, are required to meet with the City Manager to arrange a schedule for liquidation or use of the excess time.

6. **SICK LEAVE:** The Town shall provide each Management employee in paid status with paid sick leave at the rate of 3.69 hours per pay period. There is a cap of 1,080 hours of sick leave accrual.

An employee may only use sick leave that has accrued prior to the current pay period. Sick leave is not cashed out upon separation. Probationary employees can earn and use sick leave.

Sick Leave shall be allowed and used in cases of actual personal sickness or disability, medical or dental treatment, or as authorized for other health-related reasons. Up to six (6) days per year of sick leave may be used in cases of actual sickness or disability, medical or dental treatment of members of the employee's immediate family. The City Manager may require an employee who uses sick leave to provide an original doctor's certificate to support the sick leave claimed. An employee who claims sick leave of three consecutive days or more may be required to submit a statement from a physician that the employee is fit to return to work with or without reasonable accommodation.

Unless he or she has submitted a doctor's note stating the length of absence, each employee on sick leave shall personally call in each day prior to the beginning of scheduled work hours to his or her immediate supervisor stating the following:

1. Non-detailed nature of the illness;
2. Estimated length of absence; and
3. Any necessary information about work which needs attention during the employee's absence.

(Currently, there is a provision for converting every 8 hours of unused sick leave to 2 hours of vacation time every December. This provision has been deleted.)

7. **BEREAVEMENT LEAVE:** Management employees shall be allowed paid leave for not more than five working days when absent because a death has occurred in his/her immediate family. For the purpose of bereavement leave, members of the immediate family include mother, stepmother, father, stepfather, mother-in-law, father-in-law, child, grandparent, grandchild of the employee, or spouse, brother, stepbrother, sister, stepsister, cohabitant or dependent of the employee. Bereavement Leave because of a death of someone who is not a member of the employee's immediate family is limited to one day per request. Bereavement Leave cannot be accumulated and is not part of the sick leave benefit. Bereavement Leave cannot be used on a Town holiday.

In order to receive Bereavement Leave, a Management employee must make a written request to the City Manager that identifies the relationship of the deceased to the employee.

8. **MILITARY LEAVE:** Military leave of absence shall be granted and compensated in accordance with all applicable laws upon satisfactory proof of the need to report to active duty. Management employees must give the City Manager advance notice, to the greatest extent possible, when military duty is scheduled.
9. **LEAVE FOR PREGNANCY DISABILITY:** A pregnant Management employee shall be entitled to an unpaid leave of absence for the duration of disability due to pregnancy to a maximum of four months. The employee may use her accumulated sick or vacation leave for all or part of the leave. The employee's request for Pregnancy Disability Leave must be supported by a physician's statement that sets forth the anticipated duration of the disability.
10. **FAMILY AND MEDICAL ACT LEAVE:** Provided that the Town's workforce consists of at least 50 full-time employees, leave of absence shall be granted in accordance with the State and Federal Family and Medical Leave Acts.
11. **JURY DUTY:** A Management employee required to report for jury duty or to answer a subpoena as a witness shall be granted a leave of absence with pay from his/her assigned duties until released by the court, provided the employee remits to the Town all fees received for such duties, other than mileage or subsistence allowances, as soon as the employee receives such fees. The employee must report to work for any portion of the work day that the employee is not required to be absent due to jury duty or to answer a subpoena.
12. **BENEFITS PROGRAMS:** The following benefits are provided to Management employees. Benefits are not vested and are subject to change or to being discontinued.

A. HEALTH/DENTAL/VISION INSURANCE: The Town of Atherton currently contracts with the Public Employees Retirement System for health insurance benefits. The Town will pay the full cost of the health insurance for the employee and his/her family for any health plan currently offered through PERS. Health insurance offered by PERS commences on the first day of the month following employment, and remains in effect for one month after one terminates employment with the Town. The City Manager may contract with different health care insurers/providers, with City Council approval, at the beginning of a calendar year, as long as the new contract does not reduce the level of benefits.

Exempt from the Management health insurance program is the Police Lieutenant, who is covered by the cafeteria benefit plan as stated in the Atherton Police Officers Association (APOA) MOU. The Police Lieutenant shall be entitled to 80% of any unused portion of his allocated cafeteria plan amount, subject to appropriate tax withholding as provided for in the APOA MOU.

The Town will pay the full cost of the employee's and his/her family dental and vision insurance with insurers/providers as determined by the City Council based upon a recommendation of the City Manager.

B. LIFE INSURANCE: The Town will provide management employees with Town-paid life and accidental death and dismemberment insurance policies in the following amounts:

Police Chief, Police Lieutenant: \$140,000

Finance Director,
Planning Administrator/Building Official,
Public Works Director: \$100,000

Assistant Finance Director,
Assistant to the City Manager,
City Clerk,
Park Program Administrator,
Public Works Superintendent: \$75,000

(Currently, the life insurance policies for Assistant Finance Director, Assistant to the City Manager, City Clerk, Park Program Administrator, Public Works Superintendent are \$50,000.)

- C. EMPLOYEE ASSISTANCE PLAN:** The Town will continue its program for psychological counseling to employees and dependents, with total Town expenditures not to exceed \$3,000 in any fiscal year, for payment of professional psychological counseling fees. Employee family groups are entitled to attend up to six sessions each year when he/she/they determine(s) that psychological counseling is needed to ensure continued good mental health.
- D. LONG TERM DISABILITY INSURANCE (LTD):** Coverage for this insurance is 67% of monthly earnings to a maximum of \$6,000.00. This insurance becomes effective the first day of the month following date of employment subject to the terms and provisions contained in the policy. The waiting period following a disability is sixty (60) days. An employee does not accrue sick or vacation leave while on Long Term Disability Leave.
- E. DEFERRED COMPENSATION:** Management employees are eligible to participate in the ICMA Retirement Corporation 457 Deferred Compensation Plan.
- F. SHORT TERM DISABILITY INSURANCE (STD):** Short Term Disability Insurance can only be utilized after an employee has exhausted all of his/her available sick leave. The benefit is an amount equal to 70% of the employee's weekly earnings to a maximum of \$500.00 per week.
- G. FLEXIBLE SPENDING PLAN:** Full-time management may enroll in this plan and take advantage of tax benefits as they pertain to medical and dependent care. Employees enroll upon employment and once a year thereafter in the month of January.
- H. PUBLIC EMPLOYEES' RETIREMENT SYSTEM:** All full-time management employees are covered by California's PERS in lieu of Social Security coverage. The Town pays both the employer's and the employee's portion of PERS under the 2% @55 program

for non-sworn management employees and 3% @50 program, as of July 1, 2002, (calculated at single-highest year) for sworn management employees.

13. PERFORMANCE REVIEWS: All management employees shall have their performance reviewed at least once prior to the end of the fiscal year in June. These reviews provide a planned and orderly means to evaluate individual performance in the areas of program responsibility, management of personnel, accountability, and teamwork with other staff members.

(Past practice has not been consistent in the area of management performance reviews.)

14. AUTOMOBILE PROVISION/MILEAGE REIMBURSEMENT: The City Council recognizes different needs of management employees regarding automobile use. All management employees will be compensated for mileage at the current Internal Revenue Service rate in the performance of his/her job except for the following positions as provided herein:

- a. Police Chief - Provision of an automobile to take home
- b. Police Lieutenant - Provision of an automobile to take home
- c. Planning Administrator/Building Official - \$200/month
- d. Public Works Director - \$200/month
- e. Public Works Superintendent - Provision of an automobile during work hours

The specific policy for use of Town-owned automobiles will be established by the City Manager.

15. EDUCATIONAL REIMBURSEMENT: The Town shall establish a \$2,000 annual educational reimbursement plan for Management employees. A Management employee who successfully completes courses that have been approved by the City Manager may receive up to \$600 reimbursement for each fiscal year of the term of this MOU until the funds are depleted. At the end of the fiscal year, any unused amount in the plan shall be distributed to Management participants in the plan during that year on an equal basis provided that such additional payments to participants shall be based on actual expenditures incurred by the participants.

(Current amounts for educational reimbursement are a maximum of \$400 per employee per fiscal year and a maximum fund of \$1,000 to be shared among Management and Miscellaneous employees.)

16. PERS ACTUARIAL STUDY: During the Fiscal Year 2001-02, the Town shall request an actuarial study of the cost of implementing the single-highest year Public Employees Retirement System (PERS) program and final year conversion of employee-paid member contributions.

17. The provisions of this Management Resolution supercede and terminate any and all prior or existing MOUs, understandings, rules, policies, agreements, resolutions or correspondence, whether formal or informal, regarding the compensation, benefits and terms and conditions of employment, to the extent that those items are inconsistent with the terms of this Management

Resolution. Existing MOUs, understandings, rules, policies, agreements, resolutions or correspondence that do not conflict with the matters set forth herein remain in effect.

(Note: currently one manager has a 3 months' severance pay provision in his employment contract. This resolution will make severance pay null and void for all managers.)

**TOWN OF ATHERTON
MANAGEMENT SALARY SCHEDULE
Fiscal Year 2001-02**

<u>Position</u>	<u>Bottom Step</u>	<u>Top Step</u>
Assistant Finance Director	6,038	7,103
Assistant to the City Manager	5,511	6,484
City Clerk	5,785	6,806
Finance Director	8,600	10,118
Park Program Administrator*	4,535	5,335
Planning Administrator/ Building Official	8,565	10,076
Police Chief	9,151	10,766
Police Lieutenant	7,302	8,591
Public Works Director	9,012	10,603
Public Works Superintendent	6,916	8,136

*Park Program Administrator salary is current salary. Salary is to be adjusted 1% higher than Public Works Supervisor once Miscellaneous Memorandum of Understanding for FY 2001-02 is adopted by City Council.

ADDENDUM TO EMPLOYMENT AGREEMENT WITH TOWN OF ATHERTON

WHEREAS, [NAME] was the recipient of employment compensation and benefits as described in [name of agreement with Town] on [date signed agreement] regarding [his/her] at-will employment with the Town of Atherton;

WHEREAS, the TOWN and [NAME] desire to replace that [name of agreement] with the terms and conditions of an annual Management Resolution that is applicable to all at-will employees of the Town;

THE PARTIES AGREE AS FOLLOWS:

1. The [name of agreement] between [NAME] and the Town of Atherton is hereby terminated in its entirety and is null and void as of the date that the City Council adopts the Management Resolution that is attached hereto; and

2. As of the date of the City Council's adoption of the Management Resolution, the terms and conditions of employment for [Name] will be governed by: the Management Resolution attached hereto and as amended from time to time; Town rules, resolutions, ordinances and Municipal Code provisions; and all applicable state and federal laws.

Date

Date

[Name of Employee]

[City Manager]



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: MICHAEL A. HOOD, BUILDING OFFICIAL

DATE: FOR THE COUNCIL MEETING OF NOVEMBER 6, 2001

**SUBJECT: AMENDMENTS TO ORDINANCE NO. 506;
RELATING TO RECYCLING AND DIVERSION OF CONSTRUCTION AND
DEMOLITION DEBRIS;
INTRODUCTION AND FIRST READING**

RECOMMENDATION:

Introduce Ordinance No. ____ amending Ordinance No. 506, Recycling and Diversion of Debris from Construction and Demolition, and waive further reading.

INTRODUCTION:

Ordinance 506, Recycling and Diversion of Debris from Construction and Demolition, was adopted by the City Council on September 29, 1999. The Town of Atherton Waste Reduction Committee has recommended several minor changes to this ordinance.

ANALYSIS:

In 1995 the State of California mandated a 50% reduction in the waste-stream going to landfills by January 1, 2000. On September 29, 1999 the Town of Atherton adopted Ordinance 506 and implemented a new program that regulated the practice of disposing of construction and demolition debris that had previously been going to those landfills. The program has led to a dramatic reduction in the landfill waste-stream and, therefore, the Town of Atherton is in compliance with the state mandate.

The Town of Atherton Waste Reduction Committee, which prepared Ordinance 506, has reviewed the program after approximately two years of operation. The following are recommended changes in the Ordinance that would allow the program to operate more efficiently and more closely reflect actual practice.

FISCAL IMPACT:

The cost related to the Recycling and Diversion of Construction and Demolition Debris program is paid for by demolition permit fees.

Respectfully submitted:

Reviewed/Approved:

Michael A. Hood
Building Official

James H. Robinson
City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
AMENDING CHAPTER 15.52 OF THE ATHERTON MUNICIPAL CODE,
RELATING TO RECYCLING AND DIVERSION OF
CONSTRUCTION AND DEMOLITION DEBRIS

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

Section 1. Chapter 15.52 of the Atherton Municipal Code is hereby amended to read as follows:

Chapter 15.52
RECYCLING AND DIVERSION OF DEBRIS FROM
CONSTRUCTION AND DEMOLITION

Sections:

- 15.52.010 Findings and Purpose
- 15.52.020 Definitions
- 15.52.030 Deconstruction and Salvage and Recovery
- 15.52.040 Diversion Requirements
- 15.52.050 Information Required Before Issuance of Permit
- 15.52.060 Deposit Required
- 15.52.070 Administrative Fee
- 15.52.080 On Site Practices
- 15.52.090 Reporting
- 15.52.100 Violation a Public Nuisance
- 15.52.110 Penalties
- 15.52.120 Exemption from Diversion Requirements
- 15.52.130 Designation of Approved Mixed C&D Recycling Facility

15.52.10 Findings and Purpose

The City Council of the Town of Atherton hereby finds and determines that the Town is committed to protecting the public health, safety, welfare and environment; that in order to meet these goals it is necessary that the Town promote the reduction of solid waste and reduce the stream of solid waste going to landfills; that under California law as embodied in the California Waste Management Act (California Public Resources Code Sections 40000 et seq.), Atherton is required to prepare, adopt and implement source reduction and recycling elements to reach reduction goals, and is required to make substantial reductions in the volume of waste materials going to landfill, under the threat of penalties of \$10,000 per day; that debris from demolition and construction of buildings represents a large portion of the volume presently coming from Atherton, and that much of said debris is particularly suitable for recycling; that Atherton's commitment to the reduction of waste and to compliance with state law requires the establishment of programs for recycling and salvaging construction and demolition materials; the City Council recognizes that requiring demolition and construction debris to be recycled and reused may in some respects add modestly to the cost of demolition and in other respects may make possible some cost recovery and cost reduction; and that it is necessary in order to protect the public health, safety and welfare that the following regulations be adopted.

15.52.020 Definitions

For purposes of this chapter the following definitions apply:

A. "Contractor" means any person or entity holding, or required to hold, a contractor's license of any type under the laws of the State of California, or who performs (whether as contractor, subcontractor or owner-builder) any construction, demolition, remodeling, or landscaping service relating to buildings or accessory structures in Atherton.

B. "Covered Project" means any project that has an estimated cost above \$50,000 or will generate more than ten tons of construction and demolition debris.

"Covered Project" shall not include:

- | | | |
|-------------------------|-------------------------|------------------------|
| 1. accessory structures | 6. foundation | 11. tree removal |
| 2. drainage | 7. grading | 12. new pools and spas |
| 3. electrical | 8. mechanical | |
| 4. encroachment | 9. plumbing | |
| 5. excavation | 10. landscape screening | |

C. "Demolition and Construction Debris" means:

1. Discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum, wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure and/or landscaping, and

including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing, landscaping and development operations for a construction project.

2. Clean cardboard, paper, plastic, wood, and metal scraps from any construction and/or landscape project.
 3. Non-construction and demolition debris wood scraps.
 4. De-minimis amounts of other non hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the industry.
 5. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.
- D. "Designated Recyclable and Reusable Materials" means:
1. Masonry building materials including all products generally used in construction including, but not limited to asphalt, concrete, rock, stone and brick.
 2. Wood materials including any and all dimensional lumber, fencing or construction wood that is not chemically treated, creosoted, CCA pressure treated, contaminated or painted.
 3. Vegetative materials including trees, tree parts, shrubs, stumps, logs, brush or any other type of plants that are cleared from a site for construction or other use.
 4. Metals including all metal scrap such as, but not limited to, pipes, siding, window frames, door frames and fences.
 5. Roofing Materials including wood shingles as well as asphalt, stone and slate based roofing material.
 6. Salvageable Materials includes all salvageable materials and structures Including, but not limited to wallboard, doors, windows, fixtures, toilets, sinks, bath tubs and appliances.
- E. "Mixed C&D Recycling Facility" means: a facility that accepts mixed construction and demolition debris for the purpose of manually and/or mechanically sorting the material into recyclable components for the purpose of recycling a portion of the total material entering the facility.
- F. "Approved Mixed C&D Recycling Facility" means: a facility which has been identified by the Building Official as having diversion rates, reporting mechanisms, and sorting systems which have the highest potential for helping the Town achieve its diversion goals and policies.

15.52.030 Deconstruction and Salvage and Recovery

Every structure planned for demolition shall be made available for deconstruction, salvage and recovery prior to demolition. No demolition shall commence until a period of 10 working days has elapsed from the date of issuance of the demolition permit, in order to facilitate de-construction, salvage and recovery prior to demolition. It shall be the responsibility of the owner, the general contractor and all subcontractors to recover the maximum feasible amount of salvageable

designated recyclable and reusable materials prior to demolition. Recovered and salvaged designated recyclable and reusable materials from the deconstruction phase shall qualify to be counted in meeting the diversion requirements of this chapter. Recovered or salvaged materials may be given or sold on the premises, or may be removed to reuse warehouse facilities for storage or sale. Title to recyclable materials forwarded to the operator of recycling facilities or of a landfill that is under contract to the cities in southern San Mateo County will transfer to the service provider upon departure of materials from the site.

15.52.040 Diversion Requirements

It is required that at least the following specified percentages of the waste tonnage of demolition and construction debris generated from the following categories of covered projects shall be diverted from landfills by using recycling, reuse and diversion programs:

A. Demolition:

Sixty percent (60%) of total waste tonnage including source-separated dirt, concrete, brick, cinderblock and/or asphalt, and twenty-five percent (25%) of waste tonnage excluding source-separated dirt, concrete, brick, cinderblock and/or asphalt. For example, if total tonnage generated is one hundred (100) tons, the total diverted tonnage shall be at least sixty (60) tons. Of this amount, the total tonnage diverted through materials excluding soil, concrete and asphalt shall be at least twenty-five (25) tons.

B. Full residential Reroofing projects:

Fifty percent (50%) of waste tonnage.

C. New Construction :

Sixty percent (60%) of waste tonnage.

D. Alteration and Additions:

Fifty (50%) percent of total waste tonnage including source-separated dirt, concrete, asphalt, brick and cinderblock and twenty-five percent of waste excluding source-separated dirt, concrete, asphalt, brick and cinderblock.

Separate calculations and reports will be required for the demolition and for the construction portion of projects involving both demolition and construction.

15.52.050 Information Required Before Issuance of Permit

Every applicant shall submit a properly completed "Recycling and Waste Reduction Plan", on a form as prescribed by the Building Official

. The form shall contain an accurate estimate of the tonnage or other specified units of construction and/or demolition debris to be generated from construction and demolition on the site. Approval of the form as complete and accurate shall be a condition precedent to issuance of any building or demolition permit.

15.52.060 Deposit Required

As a condition precedent to issuance of any permit that involves the production of solid waste destined to be delivered to a landfill and is identified as a covered project needing to comply with the diversion requirements of this Ordinance, the applicant shall post a cash deposit in the amount of fifty dollars (\$50.00) for each estimated ton of construction and/or demolition debris to be recycled, but not less than One thousand dollars (\$1,000.00) for all covered projects except residential reroofing projects, which shall be required to post a cash deposit of not less than five hundred dollars (\$500). The deposit or cash bond shall be returned, without interest, in total or in proportion, upon proof to the satisfaction of the building official, that no less than the required percentages or proven proportion of those percentages of the tons of debris generated by the demolition and /or construction project have been diverted from landfills and have been recycled or reused. If a lesser percentage of tons or cubic yards than required is diverted, a proportionate share of the deposit will be returned. The deposit shall be forfeited entirely if there is a failure to comply with the requirements of this chapter.

15.52.070 Administrative Fee

As a condition precedent to issuance of any permit for a covered project that involves the production of solid waste destined to be delivered to a landfill, the applicant shall pay to the Town a cash fee sufficient to compensate the Town for all expenses incurred in administering the permit. The amount of this fee shall be determined in accordance with the then current resolution of the City Council.

15.52.080 On Site Practices

During the term of the covered project, the contractor shall recycle or divert the required percentages of materials, and keep records thereof in tonnage or in other measurements approved by the Building Official that can be converted to tonnage. The Building Official will evaluate and monitor each project to gauge the percentage of materials recycled, salvaged and disposed from the project. The required diversion of a minimum of the required percentages of the demolition and construction debris will be measured separately with respect to the demolition segment and the construction segment of a project where both demolition and construction are involved. To the maximum extent feasible on-site separation of scrap wood and clean green waste in a designated debris box or boxes shall be arranged, in order to permit chipping and mulching for soil enhancement or land cover purposes. In order to protect chipping and grinding machinery, metal and other materials which cannot be chipped or ground shall not be placed in such boxes. On-site separation shall be undertaken for wallboard to the extent feasible on new construction.

15.52.090 Reporting

Within sixty (60) days following the completion of any covered project, the contractor shall, as a condition precedent to the return of any cash deposits, submit documentation to the Building Official which proves compliance with the requirements of Section 15.52.040. Separate reports shall be required for the demolition and new construction phases of a covered project. The documentation shall consist of a final completed "Recycling and Waste Reduction Report" showing actual data of tonnage of materials recycled and diverted, supported by originals or certified photocopies of receipts and weight tags or other records of measurement from recycling companies, deconstruction contractors and/or landfill and disposal companies. Receipts and weight tags will be used to verify whether materials generated from the site have been or are to be recycled, reused, salvaged or otherwise disposed of. If a project involves both demolition and construction, the report and documentation for the demolition project must be submitted and approved by the Building Official before issuance of a building permit for the construction project. Alternately, the permittee may submit a letter stating that no waste or recyclable materials were generated from the project, in which case this statement shall be subject to verification by the Building Official. Any deposit posted pursuant to Section 15.52.060 shall be forfeited if the permittee does not meet the timely reporting requirements of this section.

As required, the Building Official shall prepare a report that describes the number and type of permit issued; the number and type of projects covered by diversion requirements; the amount of deposit received; and the total tonnage generated and diverted from completed projects.

15.52.100 Violation a Public Nuisance

Each violation of the provisions of this chapter shall constitute a public nuisance and be subject to abatement as such, pursuant to the provisions of Chapter 8.20 of this Code. The costs of abatement of any such nuisance shall be a lien upon the property involved.

15.52.110 Penalties

Each violation of the provisions of this chapter shall constitute a misdemeanor, and shall be punishable by imprisonment in the county jail for not to exceed six (6) months, or by fine not exceeding one thousand dollars (\$1,000.00), or by both such fine and imprisonment. Each day that a violation continues shall be deemed a new and separate offense.

15.52.120 Exemption from Diversion Requirements

A permit applicant may apply to the Building Official for an exemption to the diversion requirements of this Ordinance at the time of the submittal of the Recycling and Waste Reduction Plan. The Recycling and Waste Reduction Plan must still be filled out, with data indicating what diversion percentage the applicant considers feasible. In addition, a Waiver Request Form must be completed that indicates the reasons the applicant is requesting an exemption from the diversion requirements. Exemptions will be considered based on contamination by hazardous materials and low recyclability of specific materials.

15.52.130 Designation of Approved Mixed C&D Recycling Facility

The Building Official may identify individual facilities as an Approved Mixed C&D Recycling Facility and require contractors working on projects covered by the diversion requirements of this Ordinance to deliver non-source-separated construction and demolition materials to these facilities for the purpose of helping to increase Town diversion rates and achievement of AB939 goals.

Section 2. Except as hereby amended, said Atherton Municipal Code as amended shall be and remain in full force and effect.

Section 3. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or the application thereof to any person or circumstances is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof nor other applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 4. This Ordinance shall be posted in at least three public places within the Town of Atherton and shall be effective from and after thirty (30) days following its adoption.

* * * * *

I hereby certify that the foregoing ordinance was introduced at a regular meeting of the City Council of the Town of Atherton held on _____, 2001 and was adopted by said City Council at a regular meeting held on _____, 2001 by the following roll call vote:

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

Dianne M. Fisher, Mayor
Town of Atherton

ATTEST:

Sharon Barker, City Clerk



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: MARC HYNES, CITY ATTORNEY

DATE: FOR THE CITY COUNCIL MEETING OF NOVEMBER 6, 2001

**SUBJECT: ADOPTION OF ORDINANCE PERTAINING TO THE APPOINTMENT OF
MAYOR AND VICE MAYOR**

RECOMMENDATION:

Adopt Ordinance No. ____ amending Section 2.04.030 of the Atherton Municipal Code pertaining to the appointment of the mayor and vice mayor.

INTRODUCTION/ANALYSIS:

Section 2.04.030 of the Atherton Municipal Code presently provides that on the first Tuesday following municipal elections in even numbered years, the City Council shall appoint one of its members as mayor and one of its members as vice mayor. This section reflects the former two year mayoral term. As a practical matter, appointment of the mayor and vice mayor has occurred at the December City Council meeting following the November municipal election. This is because the official canvass of the votes may take up to thirty days after election day.

The attached ordinance has been prepared for adoption as an urgency measure. If passed by a 4/5 vote, the ordinance will go into effect immediately. Appointment of the mayor and vice mayor can take place at that time. Otherwise, the ordinance may be introduced for first reading with adoption at a subsequent meeting (at least five days after the introduction) and an effective date thirty days thereafter. At that time, the appointment of the mayor and vice mayor may be made.

s/Marc Hynes
City Attorney

**AN URGENCY ORDINANCE OF THE CITY COUNCIL
OF THE TOWN OF ATHERTON
AMENDING SECTION 2.04.030 OF THE ATHERTON MUNICIPAL CODE
PERTAINING TO THE APPOINTMENT OF THE MAYOR AND VICE MAYOR**

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

SECTION 1. Findings - Purpose - Declaration of Urgency. The City Council of the Town of Atherton hereby finds that selection by the City Council of one of its members to serve as mayor and one of its members to serve as vice mayor has been made at a regular meeting of the City Council in the month of December. This practice has recognized the practical reality that in years during which municipal elections are held the official canvass of votes at the November election may not be available until at least thirty days following election day. In order to confirm existing practice for election years, codify an appointment procedure for annual mayoral and vice mayoral terms, ensure the continuity of government, and protect the public health, safety, and general welfare; amendment of the Atherton Municipal Code, as set out in Section 2 below, is appropriate as an urgency measure.

SECTION 2. Amendment of Code. Section 2.04.030 of the Atherton Municipal Code is hereby amended to read as follows:

"2.04.030 Mayor and vice mayor – Appointment.

The city council shall meet at least annually to choose one of its members as mayor and one of its members as vice mayor."

SECTION 3. Adoption. 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 affect the validity of the remaining parts of this Ordinance.

SECTION 4. Publication/Posting. This Ordinance shall be posted in at least three public places according to law and shall take effect and be in force immediately upon its passage and adoption.

Passed and adopted as an Ordinance of the Town of Atherton at a regular meeting thereof held on the _____ day of _____, 2001, by the following vote:

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

Dianne M. Fisher
Mayor, Town of Atherton

ATTEST:

Sharon Barker, City Clerk



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JAMES H. ROBINSON, CITY MANAGER

DATE: FOR THE MEETING OF NOVEMBER 6, 2001

SUBJECT: CONSIDERATION OF KNOX PLAYSCHOOL REQUEST FOR AMENDMENT TO LEASE AGREEMENT REGARDING FUNDING OF ELECTRICAL WORK FOR PLAYSCHOOL EXPANSION

RECOMMENDATION:

Staff is seeking Council direction on this matter.

INTRODUCTION:

The Town of Atherton entered into a lease (see attached) with Knox Playschool in May of 2001. The terms provide for a five-year lease ending on June 30, 2006. There is also an option to extend the lease for one five-year period following the expiration of the initial term. Base rent for the site was established at \$2,071.00 per month plus an additional sum of \$500.00 per month for the new modular building. The Lease anticipated the construction of a new modular building on the Holbrook Palmer Park property.

ANALYSIS:

The Lease agreement (as shown in Exhibit B) included a descriptive detail of the proposed expansion which included the need for sewer and electrical connections. The expansion has since been completed and the Knox Playschool has received a bill from PG&E for \$11,496.87 to provide permanent electrical service.

The attached letters from Susan Knox describe the expenses incurred for the new electrical service and a request for assistance by the Town of Atherton. Susan Knox has requested that the Town consider several options. These include either payment of the bill by the Town of Atherton or a reduction of the rent over a fixed period of time.

Alternatives:

1. Amend the existing agreement to provide for payment of the PG&E bill in the amount of \$11,496.87.
2. Amend the existing agreement and provide some relief through rent reduction over a period of time prescribed the City Council.
3. Direct the City Manager to negotiate a settlement of this request.
4. Deny the request.

FISCAL IMPACT:

The fiscal impact would vary depending upon the option chosen by Council from the above alternatives.



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: CLIFF TEMPS, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF NOVEMBER 6, 2001

**SUBJECT: CONSIDERATION OF CONTENT AND IMPLEMENTATION OF CAPITAL
IMPROVEMENT PLAN**

RECOMMENDATIONS

4. Identify changes, if any, to make in the FY 2001-2002 segment of the Recommended CIP and tentatively approve that segment.
5. Discuss and provide direction to staff regarding changes the Council wants in the FY 2002-2005 segments of the Recommended CIP.
6. Consider and provide staff with direction regarding soliciting property owner input on discretionary street reconstruction projects.
7. Authorize staff to proceed with selection and retention of consultants to perform surveying/base mapping, soils investigation and specialized design services for tentatively approved FY 2001-2001 projects.
8. Authorize the City Manager to augment Town engineering staff by the method he and the City Engineer determine to be the most cost and quality of service efficient means.

INTRODUCTION

The draft CIP is intended to be a starting point for discussing and planning the use of available financial resources to meet public infrastructure needs. The draft recommended plan reflects staff's view of priorities and includes a section listing additional projects for the Council to consider in place of those that are recommended. The Council, of course, can

propose other projects, and staff will develop estimates and funding scenarios for them. Before the CIP is formally adopted, it needs to be referred to the Planning Commission for a finding that the projects it includes are consistent with the Town's General Plan. Park and Recreation Commission concurrence with park project components of the plan should also be sought.

This draft CIP spans 4 years, to coincide with the parcel tax authorization, and incorporates all known capital funding sources, including Parcel Tax, County State and Federal ongoing, special and grant funding, contributions and special reserves the Town set aside in previous years. Exceptions are funds being generated by the net proceeds from the sale of tennis court keys (after deducting court maintenance expenses) and funds from the Facilities Construction element of Town permit fees. Use of these two sources of funds needs to be addressed, but in the interest of not delaying other CIP projects, they were not included at this time. An adopted CIP should be reviewed each year and adjusted as appropriate to address changes in needs, priorities, costs and revenues. As changes occur, projects can be added, deleted and rescheduled.

DESCRIPTION OF THE DRAFT PLAN

The Recommended CIP groups projects into the following categories:

Streets, broken down into Patch, Seal and Overlay, Reconstruction (Mandatory and Discretionary) and Other

Drainage

Facilities, broken down into Parks and General Government

The first table in the Recommended 4-Year CIP Project lists each project, its programmed year for funding and its cost in that year. The second table, Recommended 4-Year CIP Fund Use Summary, shows how money from each of the available fund sources is programmed to be spent in the different project categories. Pages describing details of projects and their funding follow the summaries. Details of alternative projects are near the end of the document. The last page is a map that shows where overlay and reconstruction projects are located.

Street and drainage elements of the plan were developed using the latest Pavement Condition Index (PCI) survey, done for the Town in 2000, staff's own evaluation of street conditions, recommendations from the Nichols Pavement Study for pavement repair and replacement strategies, and drainage project recommendations from the Nolte Town Wide Drainage Study.

The PCI is a way of rating the condition of a street's pavement. A new street has a PCI of 100. Any street with a PCI of 70 or better is in good condition. A PCI of 20 or lower is about as bad as a gravel road, and a PCI of 50 or less for a heavily traveled street indicates that it is in need of serious repair or reconstruction. The PCI for each street recommended

for overlay or reconstruction is noted in the project list and in project details.

Nolte's drainage study indicated that the Town's greatest deficiencies, amounting to nearly \$25,000,000, are on the Atherton Channel. The recommended program starts to address those deficiencies. It also includes lesser Nolte Study recommended projects where they are occur on streets that will be reconstructed.

STEP BY STEP THROUGH THE RECOMMENDATIONS

1. Identify changes, if any, to be made in the FY 2001-2002 segment of the Recommended CIP and tentatively approve that segment.

Staff suggests that the Council go through the rest of the recommended list for FY 2001-2002, one-by-one and give each a thumbs up or down for proceeding at this time. The Council should also add or advance projects it chooses to replace projects it rejects. Finally, it should give tentative approval to the program it wants staff to pursue for construction next summer. The reason for seeking definitive action at the November meeting is the short time left to collect survey and soils information and to prepare plans and specifications needed to get these projects out to bid for the coming construction season.

Note that some of the first year projects were included in the budget adopted in June and have already been started or completed. These are:

- Middlefield Road Design (under way)
- Middlefield Road Construction (scheduled to go to bid within 2 months)
- 2001-Crack seal, Patch and Overlay (completed)
- Valparaiso Corridor Study (under way)
- Atherton Channel Repairs-North of Reservoir Road (no work yet)
- Park Play Structure (under construction)

2. Discuss and provide direction to staff regarding changes the Council wants in FY 2002-2005 segments of the Recommended CIP

Staff suggests that the Council go through the list of projects for these years and ask questions it has regarding them. After that, the Council can discuss and hopefully develop a consensus regarding changes it wants and let staff know what additional information it needs before taking further action.

3. Consider and provide staff with direction regarding soliciting property owner input on discretionary street reconstruction projects

A number of recommended street reconstruction projects are classified as "discretionary." Nearly all of the streets in this category are cul-de-sacs or short connecting streets with light traffic. All are so badly deteriorated that overlays or other surface treatments would not last long enough to justify their cost. It is also true that allowing them to further deteriorate will not increase the cost of their ultimate construction, except for inflation. Staff is aware that

some property owners may not want the streets they live on reconstructed. For this reason, it is suggested that the Council consider polling property owners before it makes final decisions regarding whether or not to reconstruct specific streets that are in the discretionary category. The polls can be conducted through a post card response survey and the results for FY 2001-2002 projects brought back to the Council in December.

4. Authorize staff to proceed with selection and retention of consultants to perform surveying/base mapping, soils investigation and specialized design services for tentatively approved FY 2001-2001 projects.

The street reconstruction projects proposed for FY 2001-2002 require surveying, base map preparation and soils investigation work that can be done most efficiently by consultants and is estimated to cost approximately \$31,000. These costs are built into individual project estimates. Staff plans to spread the work among two or three surveying firms and one or more soils consultants. This is so it can be done more quickly than by one firm and to enable us to evaluate the accuracy and quality of the finished products produced by a number of firms that we may want to consider using in the future. This is work that must be done before work can start on plans, and if not started very soon, will hamper our ability to get projects to construction next summer. The total amount of work will exceed the \$15,000 amount that requires Council approval, but no individual contract will exceed \$15,000.

5. Authorize the City Manager to augment Town engineering staff by the method he and the City Engineer determine to be the most cost and quality of service efficient means.

A CIP can not be carried out without plans and specifications prepared by engineers. Project cost estimates in the Recommended 4-Year plan include \$326,000 for supplementing present staff. This is roughly the equivalent of 8000 hours of a mid-level engineer's time. It is about half enough to cover the cost of hiring consultants to do the same work.

Staff believes that best way to address CIP engineering needs would be to hire an Assistant or Associate Civil Engineer and to assign that person, full time, to design and inspection. Two things working against this solution are the exceedingly tight market for Civil Engineers and the question of what the Town does with that person when parcel tax funds are depleted. The former could cause a significant delay in finding someone and difficulty in getting FY 2001-2002 projects out to construction next season. The latter would be partially offset by the natural growth of street and drainage revenue, to \$830,000 a year in FY 2005-2006, and the need for engineering to put that money to work.

The traditional alternative to hiring someone in-house is to turn project responsibility over to consultants. The two disadvantages of this approach are cost and loss of direct involvement with citizens. The minimum cost for Assistant Engineer level work charged by consultants is \$75/ hour, and there is always Project Manager's and Principal's time charged to the work. Using consultants for work that could be done in-house would at least double its cost, thereby reducing the amount of construction that can be done with available funds. The loss of direct staff involvement resulting from using consultants is felt most where

projects affect a number of homeowners directly. Consultants are not equipped to address all the driveway and frontage improvement interface concerns that surface when residential streets are rebuilt. Close communication with residents and attention to small details that concern them is essential and can best be achieved by staff engineers.

Staff is currently exploring a third option, that could be the permanent answer or allow engineering to get started while we are finding the right person for the Town to hire. That solution is to “rent-an-engineer” from a local firm and have that person work in the Town’s office, under the direct supervision of the City Engineer. Staff is aware of only one firm that might be willing to consider loaning us staff at a discount rate, in exchange for the Town furnishing the work space, supervision and training on a day-to-day basis. Staff is meeting with the head of that firm after the November Council meeting to discuss the personnel the firm has available and cost.

If the rent-an-engineer approach works out from cost and personnel qualifications standpoints, it would be the best way to get started and could offer a long-term advantage in more closely matching talents and scheduling of people from a rental pool to the changing needs for project design and inspection services. Staff requests the authority to proceed on this basis, unless and until it finds it can’t work, and to start recruiting for an in-house mid-level engineer if the rent-an-engineer approach doesn’t pan out.

FISCAL IMPACT

Sufficient funds appear to be available to carry out the recommended program. Revenue and cost estimates should be reviewed each year and the CIP adjusted to match reality

CONCLUSION:

Following this meeting, staff will make changes in the draft CIP that the Council directs and transmit it to the Planning Commission for a determination of its conformity with the General Plan and to the Park and Recreation Commission for its concurrence with proposed park projects. With the Council’s approval, staff will also initiate discretionary street polls, solicit proposals from surveying, mapping and soils consultants for work needed to expedite the first construction year’s work and take Authorize staff to proceed with selection and retention of consultants to perform surveying/base mapping, soils investigation and specialized design services for tentatively approved FY 2001-2001 projects.

Respectfully submitted:

Reviewed/Approved:

Cliff Temps
Public Works Director

James Robinson
City Manager

RECOMMENDED 4-YEAR CIP PROJECT LIST

TYPE/PROJECT	*	PCI	P	FY2001-	FY2002-	FY2003-	FY2004-	TOTAL
			G	02	03	04	05	
STREETS								
SPECIFIC PATCH & OVERLAY								
Middlefield Road Design	*		1	250,314				250,314
Middlefield Road Construction	*		2	1,476,581	706,500			2,183,081
Stockbridge, Alameda to Selby	*	34/4	3		321,276			321,276
		5						
Selby, 134-136 Cul-de-sac, to Austin		55	4			91,736		91,736
Selby, Austin to El Camino		34/4	4			299,855		299,855
		9						
								3,146,262
GENERAL PATCH, SEAL & OVERLAY								
2001 Crack Seal, Patch & Micro-Seal			5	490,000				490,000
2002-2005 Patch, Seal & Overlay			6	100,000	46,104	49,609	200,000	395,713
								885,713
MANDATORY RECONSTRUCTION								
San Benito, Middlefield to Oak			19	7	97,222			97,222
Bassett Lane, Laurel to end			16	7	39,463			39,463
Lane Place, Middlefield to both ends			22	7	215,868			215,868
Atherton, Linda Vista to Stern			42	8		437,140		437,140
James, Magnolia to Lilac	*		31	8		354,343		354,343
Selby, n/s Selby to 134-136 Cul-de-sac			35	9			396,417	396,417
Camino al Lago, Alameda to Barney			32	9			94,902	94,902
Linden, Laburnum to Hawthorn	*		37	10			479,949	479,949
Laburnum. Hawthorn to Magnolia	*		39	10			234,817	234,817
Austin, Almendral to Atherton	*		50	10			479,054	479,054
								2,829,175
DISCRETIONARY RECONSTRUCTION								
Irving, Irving to end	*		14	11	58,360			58,360
Spencer, Isabella to end			17	11	105,734			105,734
James, James to end			24	11	55,483			55,483
Magnolia, Magnolia to end			21	11	48,513			48,513
Magnolia, Irving to James	*		37	11	214,186			214,186
Lowery, Edge to end			25	11	120,249			120,249
Lilac, Lilac to end			28	11	49,495			49,495
Lilac, James to Greenoaks			50	11	124,243			124,243
228-230 Atherton, Atherton to end			18	12		59,310		59,310
216-222 Atherton, Atherton to end	*		18	12		158,884		158,884
215-219 Atherton, Atherton to end			19	12		92,890		92,890
Greenoaks, James to Rosewood		40/4	13				432,049	432,049
		9						
Barry, 70-74 Cul-de-sac			26	14			76,689	76,689
Tallwood, 350' from Walsh to end			28	14			129,114	129,114
								1,725,199
OTHER								
Valparaiso Corridor Study			15		35,000			35,000
Valparaiso Signal Contingency			16		65,000			65,000
								100,000

DRAINAGE

Middlefield Extra Drainage Contingency	17	152,000			152,000
Atherton Channel Repairs (No. of Reservoir)	18	100,000			100,000
Atherton Channel - Elena Box Repl.	19		240,120		240,120
Atherton Channel - Barry Box Repl.	20			248,472	248,472
Unspecified Atherton Chan. WS Project	21				36,500
					<u>777,092</u>

FACILITIES**PARK & PARK BUILDINGS**

Play Structure	22	333,000			333,000
Wedding/Play Path Landscape Screen	23	15,000			15,000
Main House Handicapped Lift	24	50,000			50,000
Unspecified Grant Project	25		34,300		34,300
Corporation Yard Remodel	26				49,905
					<u>482,205</u>

GENERAL GOVERNMENT

Town Hall Entry & RR Disabled Imps.	27	28,000			28,000
Police Equipment Storage Building	28	64,000			64,000
Post Office Ergonomic Modifications	29	12,500			12,500
Street Corp Yard Remodel Design	30		36,225		36,225
Street Corp Yard Remodel	31			487,305	487,305
					<u>628,030</u>

ANNUAL/PROGRAM TOTALS

4,300,211 2,487,092 2,100,345 1,686,028 10,573,676

* = Includes drainage work in project cost

RECOMMENDED 4-YEAR CIP FUND USE SUMMARY

MONEY Source	Amount	RECOMMENDED SPENDING				
		Street Seal, Patch & Overlay	Street Reconstructio n & Other	Major & Minor Drainage	Park Facilities	Building Facilities
Parcel Tax-Trans to GF	3,650,000	447,735	2,231,733	670,431	49,905	238,429
Measure A	1,323,513	1,031,013	279,100	13,400		
Carried over	227,213					
New	1,096,300					
Gas Tax -Trans to GF	419,919	341,950	77,969			
Carried over	203,969					
New	215,950					
Traffic Cong. Relief	153,331	118,936	34,395			
Carried over	53,700					
New - GF Transfers	99,631					
Road Impact	2,220,528	450,000	1,770,528			
Carried over	378,028					
New	1,842,500					
State Park Grants	89,910				89,910	
Capital Improvement	395,861				6,260	389,601
Carried Over	373,861					
New (interest)	22,000					
Drainage	159,373			159,373		
Carried over	152,373					
New (interest)	7,000					
Atherton Chan Dist	530,378			530,378		
Carried over	373,878					
New	156,500					
Contributions	343,630	7,500			336,130	
Grants	1,299,000	1,299,000				
Tennis Keys (Net)	39,291		SPENDING NOT INCLUDED IN RECOMMENDATIONS			
Carried over	19,291					
New	20,000					
Facilities Const Fund	1,099,500		SPENDING NOT INCLUDED IN RECOMMENDATIONS			
Carried over	220,000					

new	879,500					
TOTALS	11,724,234	3,696,134	4,393,725	1,373,582	482,205	628,030
Total not including Tennis & Facilities						
Construction	10,585,443					
Funds						