



**AGENDA**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON CHANNEL**  
**DRAINAGE DISTRICT**  
**MARCH 17, 2004**

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

**REGULAR MEETING**

- 7:00 P.M.**    1.    **PLEDGE OF ALLEGIANCE**
- 7:03 P.M.**    2.    **ROLL CALL**      Janz, Marsala, Carlson, McKeithen, Conwell
- 7:05 P.M.**    3.    **PRESENTATIONS**
- A. Certificates of Appreciation to outgoing Atherton Arts Committee Members James Martinez and Valerie Gardner.
- 7:10 P.M.**    4.    **COUNCIL REPORTS**
- 7:20 P.M.**    5.    **PUBLIC COMMENTS** (only for items which are not on the agenda – limit of three minutes per person)
- 7:30 P.M.**    6.    **STAFF REPORTS**
- 7:40 P.M.**    7.    **COMMUNITY ORGANIZATION ROUNDTABLE REPORT** (Per Resolution No. 02-31)
- No report.
- 7:40 P.M.**    **CONSENT CALENDAR** (TOWN OF ATHERTON ITEMS 8 – 14)
8.    **APPROVAL OF MINUTES OF REGULAR AND SPECIAL MEETINGS OF FEBRUARY 18, 2004**
9.    **APPROVAL OF BILLS AND CLAIMS FOR FEBRUARY 2004 IN THE AMOUNT OF \$744,194**

**10. ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR FEBRUARY 2004**

**11. ADOPTION OF A RESOLUTION ACCEPTING AN EASEMENT – 19 SARGENT LANE AND AUTHORIZING TRANSFER OF EASEMENT TO THE ATHERTON CHANNEL DRAINAGE DISTRICT**

**Recommendation:** Adopt Resolution No. 04-\_\_ accepting an easement for drainage purposes located on property known as 19 Sargent Lane, Atherton, and transferring said easement to the Atherton Channel Drainage District.

**12. APPROVAL OF PURCHASE OF TWO POLICE PATROL VEHICLES**

**Recommendation:** Authorize the Town to participate in a bid with the City of Redwood City for the purchase of two marked police patrol vehicles for the Fiscal Year 2004/2005 budget cycle for a total cost of \$56,794.

**13. APPROVAL OF PLAN AND SPECIFICATIONS AND AUTHORIZATION TO ADVERTISE THE HOLBROOK-PALMER PARK MAIN HOUSE HANDICAPPED LIFT PROJECT**

**Recommendation:** Approve the plans and specifications and authorize advertisement for bids for the Holbrook-Palmer Park Main House Handicapped Lift Project, Project No. 03-009.

**14. ADOPTION OF A MEMORANDUM OF UNDERSTANDING (MOU) – MISCELLANEOUS EMPLOYEES**

**Recommendation:** Adopt an MOU between the Freight Checkers, Clerical Employees and Helpers, Local Union No. 856 (Teamsters representing Miscellaneous Town Employees) and the Town of Atherton for the period July 1, 2003 through June 30, 2005, and authorize the Mayor to execute an agreement on behalf of the Town.

**7:45 P.M. CONSENT CALENDAR (ATHERTON CHANNEL DRAINAGE DISTRICT ITEM NO. 15)**

**15. ADOPTION OF A RESOLUTION - ACCEPTANCE OF EASEMENT - 19 SARGENT LANE**

**Recommendation:** Adopt Resolution 2004-\_\_, a resolution of the Board of Directors of the Atherton Channel Drainage District, accepting an

easement for drainage purposes located on property known as 19 Sargent Lane.

**REGULAR AGENDA** (Items 16 – 18)

- 7:50 P.M. 16. **REPORT FROM ATHERTON AUDIT COMMITTEE MEETING AND DISCUSSION OF PARCEL TAX**

**Recommendation:** Receive the report pertaining to the results of discussion held by the Audit Committee regarding renewal of the Parcel Tax.

- 8:45 P.M. 17. **ADOPTION OF A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN THE TOWN OF ATHERTON AND BFI WASTE SYSTEMS OF NORTH AMERICA, INC.**

**Recommendation:** Accept the recommendation of the Atherton Waste Reduction Committee and adopt Resolution No. 04-\_\_ approving the Third Amendment to the Franchise Agreement implementing a Commercial Plant Material Collection Program and assessing a quarterly fee under AB 939 to recover the costs associated with administering waste reduction program activities.

- 9:00 P.M. 18. **DISCUSSION AND DIRECTION TO STAFF REGARDING CALTRAIN SERVICE REDUCTION/ SCHEDULE CHANGES**

**Recommendation:** Consider the actions taken to date by the Caltrain Corridor Subcommittee and determine if any additional action is required by staff or the Subcommittee prior to the JPB Board meeting of April 1, 2004.

- 9:20 P.M. 19. **PUBLIC COMMENTS**

- 9:30 P.M. 20. **ADJOURNMENT**

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

*Please contact the City Clerk's Office at 650.752.0529 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)



**Draft Minutes**  
**ATHERTON CITY COUNCIL**  
**February 18, 2004**  
**6:00 P.M.**  
**Meeting Room**  
**Town Administrative Offices**  
91 Ashfield Road  
Atherton, California  
**Special Meeting**

**Mayor McKeithen called the meeting to order at 6:00 p.m.**

**ROLL CALL**

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

**ABSENT:** Alan B. Carlson (excused absence)

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

**PUBLIC COMMENTS**

**There were no public comments.**

**CLOSED SESSION – The Council adjourned to Closed Session at 6:05 p.m.**

**RECONVENE TO OPEN SESSION – The Council reconvened to Open Session at 6:50 p.m.**

**There was no reportable action on the following:**

- A. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation  
pursuant to Government Code Section 54956.9 (a)  
Richard T. LemMon v. Town of Atherton**

**No action.**

- B. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation pursuant to  
Government Code Section 54956.9(c): 1 potential case.**

**No action.**

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

**Agency Negotiator: James H. Robinson, City Manager  
Employee Organization: Teamsters Local Union 856  
Non-management Miscellaneous Employees**

**No action.**

**ADJOURN**

**The meeting adjourned at 6:55 p.m.**

**Respectfully submitted,**

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**Kathy McKeithen, Mayor**



**Draft Minutes  
Town of Atherton  
CITY COUNCIL/ATHERTON CHANNEL  
DRAINAGE DISTRICT  
FEBRUARY 18, 2004  
7:00 p.m.  
TOWN COUNCIL CHAMBERS  
94 Ashfield Road  
Atherton, California**

**REGULAR MEETING**

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

**1. PLEDGE OF ALLEGIANCE**

**2. ROLL CALL**

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

**ABSENT:** Alan B. Carlson (Excused absence)

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

**3. PRESENTATIONS**

**A. Certificate of Appreciation:** Mayor McKeithen presented a Certification of Appreciation to outgoing Atherton Arts Committee Chair Jan Zones.

Mayor McKeithen then called for a moment of silence in memory of Atherton resident Bob Simonds.

**4. COUNCIL REPORTS**

- Council Member Janz reported that the Caltrain Corridor Subcommittee met in January and sponsored a public meeting on January 27, 2004 to obtain input on proposed schedule changes. Several Subcommittee members attended a Caltrain Joint Powers Board public hearing on February 5 and addressed the Board on issues brought up at the January 27 Atherton meeting.
- Council Member Marsala noted that the Library Joint Powers meeting was canceled this month. He announced that Town staff has provided a new e-mail listserve on the Town website. Residents will be able to sign up to receive notification of agendas and other news items. He reported that the Arts Committee ballet event was a great success and thanked the Arts Committee and Jan Zones for their efforts.
- Vice Mayor Conwell reported on the San Francisco Airport Roundtable meeting. A new runway procedure is being implemented to allow for additional landings. The City/County Association of Governments is working on a program to encourage voters to renew Measure A. Vice Mayor Conwell attended a seminar at the San Mateo Performing Arts Center on the subject of bullying in schools, and provided two videos to the Police Department on how to handle bullying. He attended a seminar on elder abuse this past month and an event honoring outgoing

San Mateo County Supervisor Mike Nevin. He also attended a meeting of the Criminal Justice Commission.

- Mayor McKeithen reported that she attended a D.A.R.E. ceremony at Encinal School at the end of January. She also stated that the Office of Emergency Services Council met and they have a new District Coordinator. A protocol for storm emergencies is being developed and information on a new online program dealing with household hazardous waste collection was presented. Mayor McKeithen also mentioned that Public Works Director Duncan Jones is working with Menlo-Atherton High School regarding a possible study for improvements to the Oak Grove intersection. The study may be funded by leftover grant funds from the school. Finance Director John Johns was asked to report back to the Council on sales tax revenue at the next meeting.

## **5. PUBLIC COMMENTS**

Marion Oster, Atherton Heritage Association, gave a brief history of the Atherton Train Station.

## **6. STAFF REPORTS**

- City Manager Jim Robinson reminded Council of the Joint Council / Park and Recreation Commission meeting on March 2, at 7:00 p.m. in the Pavilion. Items to be addressed are: Strategic Park and Recreation Plan, a proposed Landscape Master Plan, possible reconstruction of the Tennis Courts, and improvements to the Pavilion. Council Member Marsala asked the City Manager to check with the Arts Committee for any items they would like addressed at the joint meeting.
- The City Manager also reminded Council that Conflict of Interest forms are due to be submitted to the City Clerk by March 19.
- City Manager Robinson reported on the propositions appearing on the March ballot.
- Public Works Director Duncan Jones informed Council that he has met with representatives of Menlo Atherton High School and the City of Menlo Park regarding mutual interests in intersections around Menlo Atherton High School. He also gave a report on traffic issues surrounding enhancements on Valparaiso Avenue. The Public Works and Police Departments are looking into placing delineators along the double stripe to discourage drivers from making left turns into Blockbuster Video.
- City Attorney Marc Hynes reported that no action was taken on the following items from the 6:00 p.m. Closed Session:
  - A. **CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant to Government Code Section 54956.9 (a) Richard T. LemMon v. Town of Atherton**



**12. APPROVED REJECTION OF BIDS FOR THE HOLBROOK-PALMER PARK MAIN HOUSE ELEVATOR PROJECT NO. 03-009**

**Rejected all bids for the Holbrook-Palmer Park Main House Elevator Project, Project No. 03-009, and authorized redesign of the project.**

**13. APPROVED POLICE VEHICLE PURCHASE**

**Approved the purchase of a new unmarked police vehicle not to exceed the total purchase price of \$20,000 to be funded from the Vehicle Replacement Fund.**

**14. APPROVED RECOMMENDATION OF CITY COUNCIL SCREENING COMMITTEE TO APPOINT A MEMBER TO THE CALTRAIN CORRIDOR AD HOC SUBCOMMITTEE**

**Accepted the recommendation of the City Council Screening Committee to appoint Greg Conlon to the Caltrain Corridor Subcommittee for an indefinite term.**

**15. ACCEPTED WORK AND AUTHORIZED RECORDING OF A NOTICE OF COMPLETION FOR THE STOCKBRIDGE AVENUE PATCH AND OVERLAY PROJECT**

**Accepted the work and authorized staff to record a Notice of Completion for the Stockbridge Avenue Patch and Overlay Project No. 03-002.**

**16. ADOPTION OF A RESOLUTION APPROVING AN AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN THE TOWN OF ATHERTON AND BFI WASTE SYSTEMS OF NORTH AMERICA, INC.**

**Removed from Consent Agenda. Will be placed on March 17, 2004 Agenda.**

**CONSENT CALENDAR (ATHERTON CHANNEL DRAINAGE DISTRICT ITEM NO. 17)**

**17. ADOPTION OF A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATHERTON CHANNEL DRAINAGE DISTRICT ADOPTING A MITIGATED NEGATIVE DECLARATION FOR THE UPPER ATHERTON CHANNEL STABILIZATION PROJECT.**

**MOTION – adopted Resolution No. 04-01 of the Board of Directors of the Atherton Channel Drainage District adopting a Mitigated Negative Declaration for the Upper Atherton Channel Stabilization Project.**

**M/S Conwell/Marsala**

**Ayes: 4 Noes: 0 Absent: 1 (Carlson) Abstain: 0**

**REGULAR AGENDA (Items 18 – 24)**

**18. CONSIDER REQUEST FROM MIDPENINSULA REGIONAL OPEN SPACE DISTRICT TO ADOPT A RESOLUTION SUPPORTING AND ENDORSING THE PROPOSED EXTENSION OF THE DISTRICT’S BOUNDARIES**

The Midpeninsula Regional Open Space District requested that the City Council adopt a resolution in support of their Coastal Protection Program. Mary Davey, President of the Midpeninsula Regional Open Space District, was present and introduced General Manager Craig Litton who provided a Powerpoint presentation outlining the District’s plans to extend its boundaries to provide services to preserve and manage open space on lands west of Skyline Boulevard.

The following members of the audience spoke:

Jerry Carlson, Atherton

Bob Jenkins, Atherton

Council Member Janz stated the program has a broad base of support and is a good idea.

**MOTION – to adopt a resolution supporting and endorsing the Midpeninsula Regional Open Space District’s Coastal Protection Program to extend its boundaries to include a portion of the San Mateo County Coast.**

M/S Janz/McKeithen

**Ayes: 4 Noes: 0 Absent: 1 (Carlson) Abstain: 0**

**19. CONSIDER REQUEST FROM TENNIS COMMITTEE TO DISTRIBUTE LETTER OF SOLICITATION OF DONATIONS**

City Manager Jim Robinson presented the staff report for this item. The Tennis Committee submitted a request to staff to consider allowing the Committee use of the Town bulk mailing permit to distribute a letter soliciting donations for the reconstruction of the Holbrook-Palmer Park Tennis Courts. The City Manager stated that staff is recommending that the City Council consider the authorization of an expenditure from the Tennis Fund and approval of a letter of solicitation. The letter is intended to go out to all Town residents.

Vice Mayor Conwell expressed concerns with soliciting Atherton residents to purchase tennis keys.

The City Manager stated that tennis key money currently collected is going into the Tennis Fund. The Tennis Committee does not have the ability to approve expenditure of those funds. Any donations received would also go into the Tennis Fund and could go toward resurfacing the courts. The letter contains two solicitations: one to ask residents who want to play on the courts to purchase keys and also to solicit funds with the potential

to resurface courts. He noted that Park and Recreation Commissioner Cat Westover has worked on this issue, but that she was unable to attend tonight's meeting.

The following members of the audience spoke:

Shirley Carlson, Atherton  
Jerry Carlson, Atherton

**MOTION – to approve the request of the Tennis Committee to use the Town bulk mailing permit and expenditure from the Town Tennis Fund to distribute a letter of solicitation of donations for the reconstruction of the Holbrook-Palmer Park Tennis Courts.**

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

**20. SECOND READING AND ADOPTION OF AN ORDINANCE RATIFYING AN ORDINANCE OF THE MENLO PARK FIRE PROTECTION DISTRICT PERTAINING TO FIRE SPRINKLER SYSTEM REQUIREMENTS**

Building Official Mike Hood presented the staff report for this item. He stated that the Menlo Park Fire Protection District ordinance regulating residential fire sprinkler systems has been ratified by the City of East Palo Alto and the County of San Mateo.

Fire District Chief Paul Wilson was present and explained that the City of Menlo Park has concerns with ratification of the ordinance and is researching the impact the ordinance may have on redevelopment properties.

Council Member Marsala stated that he had received a letter from a resident who had a negative comment regarding the ordinance, but that he is still in favor of it and considers the sprinkler requirements a modernization of the Town building codes.

In response to a question from Council Member Janz, Fire Chief Wilson stated that new basement construction or existing basement remodels over 250 square feet would be subject to the sprinkler requirement. The District's concerns are that basements are added to existing structures in order to create more residential living space. The 250 square feet figure was determined to be a reasonable amount to accommodate certain storage areas or wine cellars, with anything over that being considered large enough for living space.

Building Official Mike Hood stated that there are approximately two basements added to existing homes per year.



Mayor McKeithen suggested that the Audit Committee be charged with working on a program to inform the residents of the need for the parcel tax. Council Member Janz agreed, stating that the Finance Subcommittee meets with the Audit Committee and that a brainstorming session would be a good idea for a first step in the process.

Vice Mayor Conwell stated his concerns with going out more than four years with the parcel tax.

The following members of the audience spoke:

John Sisson, Atherton

Jerry Carlson, Atherton

Ernie Kirchner, Atherton

John Rugeiro, Atherton

It was agreed that a special meeting will be called by the Audit Committee prior to the March City Council meeting. Mayor McKeithen outlined the following schedule:

1. March (second week of the month) - Audit Committee special meeting
2. March 17, 2004 – Audit Committee will report back to the City Council.
3. April – pamphlet to be developed and provided to residents, article in Spring Athertonian
4. May – possible special City Council meeting prior to publishing the Notice of Election

**22. CONSIDERATION OF AN AMENDMENT TO THE SPECIAL EVENTS ORDINANCE TO RESTRICT THE LENGTH OF TIME SPECIAL EVENTS ARE ALLOWED TO OCCUR WITHIN THE TOWN OF ATHERTON**

City Manager Jim Robinson presented the staff report for this item. The current ordinance does not provide for any restriction or limitation on the number of days that Special Events can occur. Current practice has been for Town staff to provide certain services to mitigate impacts on local neighborhoods where Special Events are being held. Several permits have been issued for events such as House Tours with a period of three to five weeks duration.

In response to Mayor McKeithen, the City Manager stated that most permits are issued for events lasting one day or weekend.

Discussion ensued regarding the exemption for schools and country clubs. Council Member Janz noted that the General Plan Committee had spent time on the ordinance many years ago and that it would be appropriate to refer the issue back to General Plan if the exemptions of schools and country clubs is being considered.



**26. ADJOURNMENT**

**The meeting adjourned at 10:12 p.m.**

**Respectfully submitted,**

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**Sharon Barker, City Clerk**

# TOWN OF ATHERTON

## CLAIMS LIST

February, 2004

Payroll Checks	3673 – 3747	\$ 31,858
Electronic Transfers		289,710
A/P Checks	17017 - 17180	422,626
TOTAL		\$ 744,194

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 3673 - 3747 (payroll) and 17017 through 17180 (accounts payable), and electronic transfers for employees federal payroll taxes and fees, inclusive, amount to \$744,194; are true and correct, and that there are sufficient funds for payment.

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James H. Robinson  
City Manager

The above claims, check numbers 3673 - 3747 (payroll) and 17017 through 17180 (accounts payable), and electronic transfers for employees federal payroll taxes and fees, inclusive, amount to \$744,194; are true and correct, and are authorized for payment.

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Kathy Mc Keithen  
Mayor, Town of Atherton

### SOURCE OF FUNDS

<b>101</b>	General Fund	\$600,211
<b>105</b>	Tennis Fund	601
<b>201</b>	Special Parcel Tax	49,761
<b>202</b>	Transportation	-
<b>203</b>	Gas Tax Fund	-
<b>210</b>	Road Construction Impact Fees	48,440
<b>211</b>	Park Grants Fund	-
<b>213</b>	Library Special Revenue Fund	799
<b>401</b>	General Capital Projects	-
<b>402</b>	Storm Drainage	-
<b>403</b>	Atherton Channel District	4,081
<b>404</b>	Park Playground Improvement	-
<b>406</b>	Facilities Construction	5,155
<b>610</b>	Vehicle Replacement	21,001
<b>611</b>	Computer Maint. & Replacement	4,052
<b>612</b>	Administrative Services	6,584
<b>614</b>	Workers Compensation Insurance	-



# Town of Atherton

## CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**DATE: FOR THE MEETING OF MARCH 17, 2004**

**SUBJECT: MONTHLY FINANCIAL REPORT, FEBRUARY 2004**

### RECOMMENDATION:

**Receive the Monthly Financial Report for February 2004.**

### INTRODUCTION:

The attached schedules show revenues and expenditures and fund balance for all funds as of February 2004.

### HIGHLIGHTS

General Fund expenditures for the first eight months of Fiscal Year 2003-04 have amounted to \$4,547,301 or 60% of the \$7,596,290 budgeted for the fiscal year. For the eight months ending February 29th, 2004, General Fund revenues have amounted to \$4,490,655 or 57% of the amount of the \$7,841,362 estimated for the year. By comparison, General Fund expenditures amounted to 63% of budgeted expenditures for the first eight months of FY 2002-03. Additionally, General Fund revenues amounted to 58% of total budgeted revenues for the eight months of FY 2002-03.

### FISCAL IMPACT:

None

Prepared by:

Approved by:

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John P. Johns  
Finance Director

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James H. Robinson  
City Manager

**TOWN OF ATHERTON**  
**Revenue Summary**  
**For the Month ended February 29th, 2004**

<b>Fund</b>	<b>Revenue Source</b>	<b>2003-04 Estimate</b>	<b>Current Period Revenues</b>	<b>Year to Date Revenues</b>	<b>% Received</b>
	Property Tax	\$ 3,035,934	42,859	\$ 1,979,609	65%
	Sales and Use Tax	200,640	19,623	115,898	58%
	Other Taxes	882,115	60,307	353,932	40%
	Licenses & Permits	1,541,673	163,430	942,007	61%
	Fines & Forfeitures	70,000	4,200	44,609	64%
	Revenue from Other Agencies	139,000	33,781	131,164	94%
	Charges for Services	472,700	12,440	186,940	40%
	Investment & Rental Income	347,300	52,203	149,788	43%
	Other Revenues	3,000	850	12,228	408%
	<b>Total General Fund Revenues</b>	<b>6,692,362</b>	<b>389,693</b>	<b>3,916,175</b>	<b>59%</b>
	Interfund (Operating) Transfers In	1,149,000	-	574,480	50%
<b>101</b>	<b>General Fund Total</b>	<b>7,841,362</b>	<b>389,693</b>	<b>4,490,655</b>	<b>57%</b>
<b>Special Revenue Funds:</b>					
105	Tennis	9,000	2,000	5,100	57%
201	Special Parcel Tax	1,770,000	-	1,105,582	62%
202	Transportation	177,740	20,683	124,574	70%
203	Street Improvement (Gas Tax)	149,309	-	105,328	71%
209	Law Enforcement	100,000	-	100,416	100%
210	Road Construction Impact Fees	340,000	57,858	254,632	75%
211	State Park Grants Fund	93,040	-	-	0%
213	Library	200,000	-	92,550	46%
	<b>Total</b>	<b>2,839,089</b>	<b>80,541</b>	<b>1,788,182</b>	<b>63%</b>
<b>Capital Project Funds:</b>					
401	Capital Improvement	-	-	-	
402	Storm Drainage	-	-	-	
403	Channel Drainage District	46,000	611	26,976	59%
404	Park Playground Improvement	-	-	-	0%
405	Middlefield Road Grants	-	-	1,514	
406	Facilities Construction	-	-	-	
	<b>Total</b>	<b>46,000</b>	<b>611</b>	<b>28,490</b>	<b>62%</b>
<b>Internal Service Funds:</b>					
610	Vehicle Replacement	-	-	-	
611	Information Technology	96,043	-	30,782	32%
612	Administrative Services	283,128	-	64,011	23%
614	Workers Compensation Insurance	-	-	5,436	
	<b>Total</b>	<b>379,171</b>	<b>-</b>	<b>100,229</b>	<b>26%</b>
<b>Trust and Agency Funds:</b>					
715	Evans Creative Design	74,000	1,560	20,297	27%
	<b>Total</b>	<b>74,000</b>	<b>1,560</b>	<b>20,297</b>	<b>27%</b>
<b>Total Revenues</b>		<b>11,179,622</b>	<b>472,405</b>	<b>6,427,853</b>	<b>57%</b>

**TOWN OF ATHERTON**  
**Expenditure Summary**  
**For the Month Ended February 29th, 2004**

<b>Fund</b>	<b>Description</b>	<b>2003-04</b>	<b>Current Period</b>	<b>Year to Date</b>	<b>%</b>
	<b>Department</b>	<b>Budget</b>	<b>Expenditures</b>	<b>Expenditures</b>	<b>Spent</b>
101	General Fund				
	11 City Council	\$ 20,174	\$ 374	9,765	48%
	12 City Manager	497,895	36,685	336,474	68%
	16 City Attorney	175,551	9,962	68,890	39%
	18 Finance	434,137	26,329	232,846	54%
	25 Building	952,873	54,908	495,223	52%
	40 Police	3,629,233	259,694	2,385,519	66%
	50 Public Works	1,786,427	128,282	1,009,485	57%
	Contingency	100,000	9,605	9,099	9%
	Total General Fund Expenditures	<u>7,596,290</u>	<u>525,839</u>	<u>4,547,301</u>	<u>60%</u>
	Interfund (Operating) Transfers Out	-	-	-	0%
101	<b>General Fund Total</b>	<u><b>\$ 7,596,290</b></u>	<u><b>\$ 525,839</b></u>	<u><b>\$ 4,547,301</b></u>	<u><b>60%</b></u>
<b>Special Revenue Funds:</b>					
105	Tennis	22,936	880	10,421	45%
201	Special Parcel Tax	1,986,917	49,761	961,392	48%
202	Transportation	177,740	-	123,789	70%
203	Street Improvement (Gas Tax)	180,080	-	37,107	21%
209	Law Enforcement	100,000	8,339	72,485	72%
210	Road Impact Fees	588,682	48,440	303,992	52%
211	State Park Grants	81,660	-	6,429	8%
213	Library Fund	<u>15,720</u>	<u>1,301</u>	<u>29,498</u>	<u>188%</u>
	Total	<u>3,153,735</u>	<u>108,721</u>	<u>1,545,113</u>	<u>49%</u>
<b>Capital Project Funds:</b>					
401	Capital Improvement	284,451	-	38,092	13%
402	Storm Drainage	25,713	-	-	0%
403	Channel Drainage District	411,554	4,081	43,624	11%
404	Park Playground Fund	-	-	637	-
405	Middlefield Road Grants	-	-	-	-
406	Facilities Construction	<u>287,267</u>	<u>5,155</u>	<u>43,647</u>	<u>15%</u>
	Total	<u>1,008,985</u>	<u>9,236</u>	<u>126,000</u>	<u>12%</u>
<b>Internal Service Funds:</b>					
610	Vehicle Replacement	10,000	21,001	73,249	732%
611	Information Technology	107,500	4,052	30,007	28%
612	Administrative Services	328,151	11,979	193,270	59%
614	Workers Compensation Insurance	-	-	-	-
	Total	<u>445,651</u>	<u>37,032</u>	<u>296,526</u>	<u>67%</u>
<b>Trust and Agency Funds:</b>					
715	Evans Creative Design	<u>62,100</u>	<u>3,689</u>	<u>17,814</u>	<u>29%</u>
	Total	<u>62,100</u>	<u>3,689</u>	<u>17,814</u>	<u>29%</u>
	<b>Total Expenditures</b>	<u><b>12,266,761</b></u>	<u><b>684,517</b></u>	<u><b>6,532,754</b></u>	<u><b>53%</b></u>

**TOWN OF ATHERTON**  
**Budget Summary**  
**Fiscal Year 2003-04**  
**As of February 29th, 2004**

<b>Fund</b>	<b>Description</b>	<b>Beginning Fund Balance July 1, 2003</b>	<b>Revenues to Date</b>	<b>Transfers to Date</b>	<b>Expenditures To Date</b>	<b>Ending Fund Balance to Date</b>
101	<b>General Fund</b>	5,284,633	3,916,175	574,480	4,547,301	5,227,987
	<b>Special Revenue Funds:</b>					
105	Tennis	10,543	5,100		10,421	5,222
201	Special Municipal Tax	895,443	1,105,582		961,392	1,039,633
202	Transportation	14,728	124,574		123,789	15,513
203	Street Improvement (Gas Tax)	126,605	105,328		37,107	194,826
209	Law Enforcement	22,911	100,416		72,485	50,842
210	Road Construction Impact Fees	650,346	254,632		303,992	600,986
213	Library Special Revenue Fund	723,832	-		29,498	694,334
	Sub Total	<u>2,444,408</u>	<u>1,695,632</u>	<u>-</u>	<u>1,538,684</u>	<u>2,601,356</u>
	<b>Capital Projects Funds:</b>					
401	Capital Improvement	358,152	-		38,092	320,060
402	Storm Drainage	48,225	-		-	48,225
403	Channel Drainage District	405,865	26,976		43,624	389,217
404	Park Playground Improvement	28,958	-		637	28,321
405	Middlefield Road Grants	-	1,514		-	1,514
406	Facilities Construction	274,654	-		-	274,654
	Sub Total	<u>1,115,854</u>	<u>28,490</u>	<u>-</u>	<u>82,353</u>	<u>1,061,991</u>
	<b>Internal Service Fund</b>					
610	Vehicle Replacement	402,633	-		73,249	329,384
611	Information Technology	78,723	30,782		30,007	79,498
612	Administrative Services	134,052	64,011		193,270	4,793
614	Workers Compensation Insurance	-	5,436		-	5,436
	Sub Total	<u>615,408</u>	<u>100,229</u>	<u>-</u>	<u>296,526</u>	<u>419,111</u>
	<b>Trust and Agency Funds</b>					
715	Evans Creative Design	<u>116,028</u>	<u>20,297</u>		<u>17,814</u>	<u>118,511</u>
	Sub Total	<u>116,028</u>	<u>20,297</u>	<u>-</u>	<u>17,814</u>	<u>118,511</u>
	<b>Grand Total</b>	<u>\$ 9,576,331</u>	<u>\$ 5,760,823</u>	<u>\$ 574,480</u>	<u>\$ 6,482,678</u>	<u>\$ 9,428,956</u>



## 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: MARCH 17, 2004**

**SUBJECT: ACCEPTANCE OF EASEMENT  
19 SARGENT LANE**

#### RECOMMENDATION:

Adopt a resolution authorizing the City Manager to accept, on behalf of the Town of Atherton, easements for drainage purposes located on property known as 19 Sargent Lane. As a separate action the Town of Atherton will transfer the easements to the Atherton Channel Drainage District.

#### ANALYSIS:

On January 17, 2002, a four-lot vesting parcel map was approved for property known as 19 Sargent Lane. One of the conditions of that parcel map was that drainage easements be offered for dedication to the Town of Atherton. The easements are shown on the parcel map and can therefore be located with precision. The attached instrument, Grant of Easement and Certificate of Acceptance, formally offers those easements to the Town. The Town may accept or reject the offer.

The wording of the Grant of Easement was developed by our previous Public Works Director, Mr. Cliff Temps and has been reviewed by our City Attorney. Acceptance of the Grant of Easement does not obligate the Town to improve or maintain the easement.

Respectfully submitted:

Reviewed/Approved:

Michael A. Hood  
Building Official

James H. Robinson  
City Manager



**RESOLUTION NO. 04-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON TO ACCEPT EASEMENT AND TO TRANSFER SAID EASEMENT TO THE ATHERTON CHANNEL DRAINAGE DISTRICT (19 SARGENT LANE)**

**RESOLVED**, that the City Manager is authorized and directed to execute, on behalf of the Town of Atherton, a municipal corporation, an easement for the purpose of providing storm water drainage, as described in Grant of Easement and Certificate of Acceptance from:

THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

and, thereafter, to execute all documents required to transfer said easements to the

ATHERTON CHANNEL DRAINAGE DISTRICT

and the Clerk is directed to record said Grant of Easement and Certificate of Acceptance with the Recorder of San Mateo County, State of California.

\* \* \* \* \*

*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 17<sup>th</sup> day of March, 2004, by the following vote:*

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

\_\_\_\_\_  
Kathy McKeithen, Mayor  
Town of Atherton

ATTEST:

\_\_\_\_\_  
Sharon Barker, City Clerk

APPROVED AS TO FORM:

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



## Town of Atherton

### City Council Staff Report

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: CHIEF ROBERT BRENNAN**

**DATE: FOR THE MEETING OF MARCH 17, 2004**

**SUBJECT: BLACK AND WHITE PATROL CAR PURCHASE**

### RECOMMENDATION:

Staff recommends that Council authorize the Town to “piggy back” on the City of Redwood City’s bid in order to purchase two marked patrol vehicles for the Fiscal Year 2004-2005 Budget cycle, for a total cost of **\$56,794.00**.

### INTRODUCTION:

The history of replacing vehicles in the Police Department over the past few years has been to rotate the vehicle with the highest mileage or maintenance cost. The mileage mark of replacing vehicles has been at approximately 75,000 miles. This standard has required the replacement of three marked cars per year. During the 2003-2004-Budget cycle, the Police Department was asked by the City Council not to purchase or replace any marked patrol vehicles in the fleet. One marked car was added in January that had been ordered and purchased during the 2002-2003 Budget cycle. The car was received from the manufacturer in September, and equipped and placed into service during the month of November 2003. During the last three years, the Police Department has reduced the number of vehicles in the fleet by 6. The vehicles that were eliminated had been for special service, but seldom used. They included two pool cars, an evidence van, and a traffic trailer tow vehicle. A training motorcycle and a spare motorcycle were also eliminated from the fleet.

### ANALYSIS:

Because of reduction in the fleet and not purchasing marked patrol vehicles during the 2003-2004 Fiscal Year, the mileage and maintenance costs of the existing patrol fleet has

been mounting. Excluding the Sergeant's car with 83,276 miles, and the K-9 vehicle with 30,679, there are 4 cars available for patrol officers. With four months left in this fiscal year, the two cars in most need of replacing are Car #5 with 102,000 miles, and Car #12 with 91,000 miles on the odometer. The other two are Car #4 with 70,100 miles and the newest addition, Car 6# with over 10,000 miles in five months. By allowing the Police Department to place our order during the last quarter of this fiscal year, we assure ourselves of vehicle delivery during the summer of 2004. There would not be any cost increase for FY 2004-2005 cars, and we would avoid the plant shutdown for re-tooling and subsequent late fall delivery. Even with a summer delivery, it is not expected the vehicles will be equipped for service until September. This will still put these vehicles in service three or four months sooner, and decrease the risk of loss of service to the residents of Atherton because of a shortage of vehicles due to breakdowns of the current over-extended fleet.

**FISCAL IMPACT:**

With the ability to "piggy back" on Redwood City's bid for 6 vehicles, we should see a cost savings by adding our additional two. The cost to the Town of Atherton for two 2004 Ford Police Interceptors is \$21,600.00 each, plus tax, for a vehicle total cost of \$46,794.00. An additional expense of approximately \$5,000 per vehicle is required for purchase and/or installation of required equipment. Total replacement cost is \$56,794.00. Much of the equipment is reused from the vehicles that will be retired, but in some cases, it is less expensive to replace than recycle. The funds are available from the Vehicle Replacement Fund. There is no requirement to augment the current budget. Delivery of the vehicles is scheduled to be after June 30, 2004.

Prepared By:

Approved:

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Robert J. Brennan, Police Chief

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James H. Robinson, City Manager



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**DATE: FOR THE MEETING OF MARCH 17, 2004**

**SUBJECT: APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO ADVERTISE THE HOLBROOK-PALMER PARK MAIN HOUSE HANDICAPPED LIFT PROJECT**

#### **RECOMMENDATION:**

Pass a motion to approve the plans and specifications and authorize advertisement for bids for the Holbrook-Palmer Park Main House Handicapped Lift Project, Project No. 03-009.

#### **INTRODUCTION:**

The adopted Capital Improvement Program includes funds for constructing the Holbrook-Palmer Park Main House Handicapped Lift Project. The need for this project resulted from the need to provide Americans with Disabilities Act (ADA) access to the facility. Previously a freight elevator was proposed to provide capacity for use by caterers for functions at the Main House. The bids for the elevator were too costly and all bids were rejected. The project has been scaled back to provide only a handicapped lift.

The Park and Recreation Commission considered the design modifications to use a handicapped lift instead of an elevator at their February 4, 2004 meeting. The Commission recommended that all bids for the elevator be rejected and the project be redesigned with a handicapped lift.

#### **ANALYSIS:**

All of the facilities at Holbrook-Palmer Park need to be accessible to all residents according to the ADA. Currently only the Main House is not accessible to wheelchairs. This project will complete compliance with the provisions of the ADA for Holbrook-Palmer Park.

Staff evaluated the use of handicapped accessible ramps but the Park and Recreation Commission determined that the long ramps required would detract from the aesthetics and use of the Main House and surrounding areas. The original design was for a freight elevator connected to the back entrance of the Main House. The elevator would have provided 2500-pound capacity and take approximately 15-20 seconds to reach the second floor. The elevator required a large hoistway structure with a pit, a separate machine room and a new power service. The handicapped lift can also be tucked in behind the house at the service entrance, and will be much smaller than the elevator building with no machine room. The lift will have a 750-pound capacity and will take approximately one minute to reach the second floor. The lift will operate from an upgraded electric panel within the Main House.

The lift will be a self-supporting structure, separate from the Main House but connected at the second floor by an extension of the porch. The existing porch and entrance doorway are too narrow for ADA compliance, so the entire porch will be reconstructed and the doorway will be widened. The existing stairs do not comply with the current building code. Because the stairs must be moved to expand the porch, they will be reconstructed to comply with the code.

The lift will be housed in an enclosed structure with sides and a roof to protect users from the elements. One side of the structure will have plexiglass panels to allow light into the hoistway. The other sides will be metal panels painted to match the color of the Main House. The stairway will be moved to the face of the lift structure to help hide the lift. Trees and shrubs to the rear of the elevator building will also help it blend into the park.

The Holbrook-Palmer Park Main House Handicapped Lift Project is budgeted for construction in FY 2003-04. CSG Consultants prepared the design for the original elevator project, and has redesigned the project for the handicapped lift at no cost to the Town. The Holbrook-Palmer Park Main House Handicapped Lift Project plans and specifications are ready to be advertised for construction.

### **FISCAL IMPACT:**

The engineer's estimate for the Holbrook-Palmer Park Main House Handicapped Lift Project is \$100,000. Additionally, we believe that it is prudent to establish an appropriation for construction contingencies and construction support services (such as submittal reviews by the consultant and materials testing) in the amount of \$10,000. We therefore recommend appropriations for this project be increased to \$110,000, an increase of \$10,000 from the \$100,000 that was appropriated within the FY 2003-04 operating and capital budget.

Subsequent to the adoption of the FY 2003-04 budget an additional \$19,564 in FY 2002 Roberti-Z'Berg-Harris Grant funds have become available. Accordingly, we recommend

that \$10,000 of the additional Roberti-Z'Berg-Harris grant funds be used as a source of funding to accommodate this appropriation increase request.

The project is scheduled to receive bids in April and award the contract at the April 2004 City Council meeting. Construction of the relocated stairway will be completed first to provide access for upcoming Main House events. The lift will have a longer lead time and will be installed when it arrives.

Prepared By:

Approved:

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Duncan L. Jones, PE  
Public Works Director

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James Robinson  
City Manager



## Town of Atherton

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

**FROM: LINDA KELLY, ASSISTANT TO THE CITY MANAGER**

**DATE: FOR THE MEETING OF MARCH 17, 2004**

**SUBJECT: ADOPTION OF MEMORANDUM OF UNDERSTANDING BETWEEN  
THE FREIGHT CHECKERS, CLERICAL EMPLOYEES AND HELPERS,  
LOCAL UNION NO. 856 (TEAMSTERS REPRESENTING  
MISCELLANEOUS TOWN EMPLOYEES) AND THE TOWN OF  
ATHERTON FOR THE PERIOD OF JULY 1, 2003 THROUGH  
JUNE 30, 2005**

### **RECOMMENDATION**

Adopt the attached Memorandum of Understanding between the Town of Atherton and the Teamsters Local No. 856, for the period of July 1, 2003 through June 30, 2005, and authorize the Mayor to execute the agreement on behalf of the Town.

### **INTRODUCTION:**

The last Memorandum of Understanding (MOU) between the Town and the Union covered the period of July 1, 2001 through June 30, 2003. The Town's management negotiating team has met and conferred with Union representatives regarding reaching a new agreement. The attached Memorandum of Understanding reflects the proposed agreement which has been reached between the negotiators on behalf of the Town and the Union. The MOU, if adopted by Council, would be effective July 1, 2003 through June 30, 2005.

The Union's general membership met on March 5, 2004 and voted unanimously to accept the provisions of this proposal.

The proposed MOU has been reviewed by the Union, the City Attorney and the Town's labor relations counsel.

**ANALYSIS:**

*Salary:*

Adoption of the MOU would implement salary adjustments for Miscellaneous employees, effective July 1, 2003, representing an average annual increase for Fiscal Year 2003-04 of 2.1%. The salary adjustment represents the 70<sup>th</sup> percentile pay range of comparator positions with comparator agencies for Miscellaneous positions for salary and Public Employees Retirement System (PERS) contribution, using the salaries in effect for comparator positions as of July 1, 2003 (with the removal of the top and bottom salaries in the array for calculation purposes).

As the proposed MOU is a two-year agreement, the proposed MOU provides that for the second year (beginning July 1, 2004), the Town will implement a salary freeze for Miscellaneous positions.

Other than changes to salary, the table below explains the remainder of the proposed changes to the MOU.

<b>Provision</b>	<b>Current MOU</b>	<b>Provision in Proposed MOU</b>
Term of Agreement	2 years	2 years (Page 20)
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, employee may convert to 2 hours vacation leave at the end of the calendar year).	Removal of the cap on the hours of sick leave accrual. (Page 11)  Removal of reference to part-time employees reaching a sick leave cap. In practice, the Town does not provide sick leave to part-time employees. (Page 12)
Health Insurance	Premiums paid by Town	Implement a cap on the medical premium effective November 1, 2004 as follows: \$819.57 (3+ party rate), \$630.44 (2 party rate) and \$315.22 (1 party rate). Effective January 1, 2004 the cap is to increase the then-prevailing Blue Shield HMO rate for each of the three plans (3+ party, 2 party, 1 party). (Page 15)
Use of Private Automobile – Mileage Reimbursement	\$300 per month for Building Inspector/Plan Checker	\$300 a month for Building Inspector/Plan Checker and Senior Building Inspector/Plan Checker. The latter position was approved by the Council on February 19, 2003 and resulted in an internal promotion of a

Provision	Current MOU	Provision in Proposed MOU
		Building Inspector/Plan Checker, whose auto allowance has been continued as a requisite of the position. (Page 16) (This is an existing cost, not a new cost to the Town.)
Retirement	During the Fiscal Year 2001-2002, the Town will request an actuarial study from PERS for the cost of implementing the 3% at 60 retirement program and allowing retirement compensation to be calculated at the single highest year. The results of the study shall be reported to the Union.	This section is deleted, as the study was completed in 2002 and no longer needs to be referenced. (Page 16)
Listing of covered positions (Appendix A)		Adds clarification of actual titles used in positions (see Page 21 for details)
Salary Listing (Appendix C)		New salary listing (Page 25)

**FISCAL IMPACT:**

The total fiscal impact of implementing the adjustments set forth in the proposed resolution is \$15,665. This amount includes adjustments as follows:

Salary Increases:	\$13,000
PERS Contribution Increase*	910
Workers Compensation Premium Increase*	35
Long Term Disability Premium Increase*	130
Medicare Contribution Increase*	<u>190</u>
Subtotal	<u>\$14,265</u>
Offset of estimated cost savings through implementation of Medical Premium Cap 11/1/04 through 12/31/04 (2 mos.)	(\$1,440)
Cost of estimated increase in Medical Premium Cap effective 1/1/05 through 6/30/05 (6 mos.) (estimated 15% increase)**	\$2,840
<u>Estimated Total Cost to Town</u>	<u>\$15,665</u>

\*These premiums are tied to salary and are automatically adjusted whenever there is a change in salary.

\*\*Note that if no cap were implemented it is estimated that the increase in cost of Medical Premiums to the Town would total \$8,463.74 for 11/1/04 through 6/30/05.

This expenditure increase can be absorbed within the existing budget.

Prepared by:

Approved by:

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Linda Kelly  
Assistant to the City Manager

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James H. Robinson  
City Manager

Attachment: Proposed Memorandum of Understanding (with changes highlighted in shaded text and deletions in strikeout text)

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**FREIGHT CHECKERS, CLERICAL EMPLOYEES  
AND HELPERS, LOCAL UNION NO. 856**

**and**

**TOWN OF ATHERTON**

**For the period of July 1, 2001 **2003** through June 30, 2003 **2005****

**\*\*\*NOTE: Revisions from  
the FY 2001-03 MOU are  
shown in shaded text with  
deletions in ~~strikeout text~~\*\*\***

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## **PREAMBLE**

This Memorandum of Understanding ("MOU") is entered into by and between Teamsters Local 856, ("Union") and the Town of Atherton ("Town"). This MOU is entered into pursuant to the Meyers-Milias-Brown Act (Government Code §§ 3500-3510).

## **ARTICLE 1: RECOGNITION**

Pursuant to Municipal Code § 2.52.070(A), the Union is recognized as the exclusive representative for the purpose of meeting and conferring on matters within the scope of representation for employees assigned to the classifications and within the three bargaining units listed in Appendix A of this MOU.

## **ARTICLE 2: REPRESENTATION**

It is agreed that, as long as there is no disruption of work, one Union representative shall be allowed reasonable release time away from work duties without loss of pay, to represent a Unit employee or employees on grievances or other matters within the scope of representation. The Union shall designate the one representative under this section, except that members of the Supervisor/Confidential Unit can only represent or be represented by another member of the Supervisor/Confidential Unit. Release time shall be granted for the following types of activities: 1) a meeting of the representative and the employee or employees in the unit related to a grievance; and 2) a meeting with Management relating to disciplinary matters.

Three Union representatives (one from each of the three collective bargaining units covered by this MOU), shall be allocated a reasonable amount of time without loss of pay for formal negotiation purposes. Preparation time for negotiations shall not be on release time without approval of the City Manager.

## **ARTICLE 3: MANAGEMENT RIGHTS**

Pursuant to Municipal Code § 2.52.010(B), the Town has exclusive and inherent management rights with respect to matters of policy, which include among others: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. Nothing in this Article relieves the Town of its obligation to meet and confer as required by the MMBA.

## **ARTICLE 4: LAYOFF AND RE-EMPLOYMENT**

### **Definitions**

A “per diem” employee is an employee who is employed on an intermittent basis who receives no benefits or leaves.

A “temporary” employee is an employee who is employed for a term of less than one year who receives no benefits or leaves.

A “probationary” employee is an employee who has not yet completed the probationary period and who receives benefits and sick leave. Probationary employees are subject to a six-month probationary period that can be extended by mutual agreement of the employee and the Department Head and approved by the City Manager. Probationary employees have no right to continued employment and may be separated from employment at any time during the probationary period or any extension thereof.

A "part-time regular" employee is an employee who has satisfactorily completed the probationary period, and who receives pro-rated leaves and benefits, but whose regularly scheduled work hours are less than 40 hour per work week.

A “regular” employee is an employee who has satisfactorily completed the probationary period, and who receives leaves and benefits and who is regularly scheduled to work 40 hours per work week.

**Layoff.** Whenever the City Manager determines that it is necessary in the interests of economy or because the need for a position no longer exists, the Town may abolish any position(s) in any of the three Units covered by this MOU. The Town’s decision to abolish a position shall not be subject to either the duty to meet and confer or the grievance procedure contained in this MOU. Upon request, the Union shall be afforded an opportunity to meet and confer with the Town to discuss any impacts of the Town’s decision to layoff.

**Seniority.** For the limited purposes of this article, “seniority” means all hours in paid status, including holiday, vacation, or other paid leave, but does not include time spent on standby or any hours compensated at an overtime rate or on unpaid leave time. Time spent on unpaid military leave will be treated in the manner required by law. No seniority credit shall be earned during periods of separation from service with the Town, including suspension without pay as a result of disciplinary action or during unpaid leave of absence.

## **Order of Layoff**

Employees shall be laid off in the following order:

1. All per diem employees.
2. All temporary employees.
3. All probationary employees.
4. All part-time regular employees.
5. All full-time regular employees.

Layoffs will be made in reverse order of seniority within each category described above. The employees with the least seniority in a classification shall be laid off first, with ensuing layoffs occurring in reverse order of seniority in the classification. Then, as between those two employees, the layoff will be based on total seniority with the Town. If total seniority with the Town is the same, then, as between those two employees, the layoff will be determined by a lottery.

**Notification of Layoff.** Employees subject to layoff will be given at least 30 days written notice of the layoff from the Town. The layoff notice shall contain a statement of the effective date of layoff. For full-time regular employees, the notice shall also contain a statement of "bumping rights", including the specific positions into which the employee may bump, and a statement of re-employment rights. The Town will give notice of layoff to employees by personal service or by certified mail, and to the Union by regular mail.

## **Bumping Rights of Full-time Regular Employees**

A full-time regular employee who is designated for layoff may elect, in lieu of layoff, to be reassigned to a position in a lateral or lower, related classification within his/her department, provided that in order to displace the employee with less seniority, the employee noticed for layoff must have held regular status in the classification into which he/she is bumping.

Employees who choose to bump into a position in a lateral or lower, related classification must accept the salary, hours and working conditions of that position.

An employee requesting to bump into a classification must make such request to the City Manager in writing within 14 days after his/her receipt of written notice or layoff. Failure to comply with this deadline waives bumping rights.

## **Re-employment Rights of Full-Time Regular Employees**

Only the names and addresses of full-time regular employees who are laid off have the right to be placed on a re-employment list in inverse order of seniority for a period of two years from the date of layoff. The employee with the greatest seniority on the re-employment list shall be offered reinstatement when a vacancy occurs in a classification in which the employee held regular status, or for which the employee meets the minimum qualifications.

A laid off employee may refuse an offer of re-employment to a position for which he/she is qualified, however, refusal of one offer of re-employment to the classification from which laid off shall cause removal of the employee's name from the re-employment list and loss of any re-employment rights.

Any employee who accepts an offer of re-employment will be removed from the re-employment list.

An employee who has been laid off and has been placed on a re-employment list shall be eligible, during the time the employee is on the re-employment list, to take promotional exams.

Offers of re-employment shall be made via certified mail to the address listed on the re-employment list with a copy to the Union via regular mail, and shall include the specific position and/or hours being offered, the rate of pay, level of benefits, a current job description, and a place for the laid off employee's signature. Failure to deliver the signed employment offer to the Town within ten days from the date of service of offer of re-employment shall be deemed a refusal of that offer of re-employment. "Date of service" is defined as the date marked on the certified mail return card, or the date the notice is returned by the postal service as undeliverable.

## **Miscellaneous Provisions Regarding Article 4 Layoff and Reinstatement**

Regular full-time employees appointed from a re-employment eligibility list shall have accrued sick leave and seniority restored. No laid off employee accrues benefits or seniority while on a lay off status. The fact that laid off employees do not accrue Town benefits or seniority while on layoff status, however, does not undermine whatever eligibility they may have for benefits under federal or state mandates.

## **ARTICLE 5: WAGES, STANDBY AND CALL BACK PAY**

### **Wages**

Wages will be increased on the dates and in the amounts as follows:

July 1, 2004<sup>3</sup>: The Town will implement the 70<sup>th</sup> percentile pay range of comparator positions with comparator agencies for all positions covered by this MOU. Those agencies shall be as follows: Menlo Park, Hillsborough, Millbrae, San Carlos, Los Gatos, Belmont, Brisbane, San Bruno, Los Altos, Woodside, and Saratoga. For purposes of the 70<sup>th</sup> percentile calculation, the top and bottom salaries in the ranking of comparator positions in the comparator agencies shall be eliminated. The 70<sup>th</sup> percentile shall be calculated for salary and Public Employees Retirement System (PERS) contribution. The 70<sup>th</sup> percentile shall be calculated using the salaries in effect for comparator positions as of ~~November 15, 2004~~ July 1, 2003. Appendix C to this MOU states the 70<sup>th</sup> percentile salary ranges to be utilized.

July 1, 2002<sup>4</sup>: All positions covered by this MOU shall have their salaries frozen at the salary ranges implemented on July 1, 2003.

### **Working In a Higher Classification**

Upon specific assignments by the Department Head or his/her designated representative, an employee may be required to perform duties of a higher classification. Such assignments shall be made only to existing authorized positions which are not actively occupied due to the temporary absence of the regularly appointed employee. Such assignments shall not be made to vacant positions except in accordance with the rules pertaining to temporary appointments.

Employees specifically assigned to duties of a higher classification shall be compensated at the rate of 5% over their regular rate of pay; however, the employee shall not receive any additional compensation unless the assignment is for over 8 hours in a higher class in a work week. In the event such assignment is for such period of time specified, the employee shall be compensated at the appropriate rate retroactive to the first workday of the assignment and thereafter. Higher classification compensation of 5% over an employee's regular rate of pay for working over 8 hours in a higher class in a work week shall be effective as of the effective date of this MOU.

### **Standby Assignment and Pay**

An employee on standby will receive \$2.00 for each hour spent standing by for call backs after hours on work days (Monday through Friday) and \$60.00 per day for standing by for call backs on Saturday, Sunday, or Town Holidays. Call back pay will be at a minimum of 3

hours. The effective date for the implementation of these amounts shall be the effective date of this MOU. The Town retains the sole discretion to discontinue the standby program at any time thereafter if the Town determines, after meeting with the Union and considering the Union's position, that the program does not meet its needs. The parties agree that standby time is not considered to be compensable work time under the Fair Labor Standards Act.

Employees who are on standby assignment are subject to the Public Works Department Standby Rules that are attached to this MOU as Appendix B. Although the Public Works Department Standby Rules are not a part of this MOU, the Town has met and conferred with the Union and the Union has agreed that these rules will become effective with the implementation of the MOU.

Employees on standby assignment agree to do the following:

1. Request mileage reimbursement for call back responses performed in non-Town vehicles within one month after mileage costs are incurred.
2. Accept \$2.00 for each hour spent standing by for call backs after hours on work days (Monday through Friday) and \$60.00 a day for standing by waiting for call backs on Saturday, Sunday, or Town Holidays. The parties agree that standby time is not considered to be compensable work time for purposes of the Fair Labor Standards Act.

**Call Back Pay.** Any employee who is called back to work by the Town for emergency work after completion of his or her regularly-scheduled work day shall receive a minimum of three hours pay at the overtime rate specified in Article 6B. This call back pay is in addition to Holiday pay, if applicable.

## **ARTICLE 6: HOURS AND OVERTIME**

### **A. Hours of Work:**

**Work Week.** The work week shall consist of 40 hours of work or time spent in any paid leave status except sick leave within a regularly recurring period of seven consecutive days. Unless the employee is on a flexible schedule to which the employee and the Town have otherwise agreed and that the City Manager has approved, the work week begins Sunday midnight and ends Saturday at 11:59 p.m. An employee who has a 9/80 or other flexible schedule will acknowledge the start of his or her workweek in writing. This written acknowledgment will be kept in the employee's personnel file.

**Work Day.** The regular work day for all employees who work in the Town Hall is 8:00 a.m. to 5:00 p.m. The regular work day for Public Works field employees in the classifications of Public Works Supervisor and Public Works Maintenance Worker I and II may be a 9/80 schedule that will begin at 7:30 a.m. and continue for eight or nine hours thereafter as provided in the 9/80 schedule. Employees not otherwise mentioned in this paragraph will retain their current reporting and quitting times, except that an

employee may request or a Department Head may assign a flexible schedule, such as a 9/80 schedule, which will be subject to approval by the City Manager. The City Manager will not approve any flexible schedule that includes more than 40 hours of work or time spent in any paid leave status (except sick leave) within a work week.

**Part-time Employees.** Employees who work less than the work week defined above are part-time and work hours that are scheduled by the appropriate Department Head.

**Lunch Periods.** All employees shall be assigned to an unpaid lunch period of not less than 30 minutes nor more than 60 minutes. The lunch period shall be scheduled with the approval of the Department Head.

**Use of Rest Periods.** Employees may use one 15 minute rest break with pay during each four hours of service. Unused rest periods may be added to extend the lunch period to a total of 60 minutes, with prior approval from the Department Head. Unused rest periods may not be used to adjust reporting or quitting time. Rest breaks not used during each four hours of service are forfeited.

**Clothes Changing Time.** Employees who are required to work in uniform agree to arrive at work in uniform or to arrive at work sufficiently ahead of their scheduled work time so that they will be in uniform and ready to work by the beginning of their scheduled work time. Failure to be in uniform and ready to work at the scheduled work time constitutes tardiness and is grounds for discipline. Employees may not use work time to change into or out of uniform.

## **B. Overtime:**

**“Overtime” Defined.** Overtime is hours actually worked in excess of the employee’s regularly-scheduled work day. Time spent in either paid or unpaid leave does not count toward overtime. All overtime must be assigned on a required basis or requested by an employee and approved by a Department Head. Overtime shall be compensated at the rate of 1.5 times the employee’s regular rate of pay, or in the form of compensatory time off at the rate of 1.5 hours for each hour worked, at the employee’s option, but subject to the compensatory time off accrual caps listed below.

### **Compensatory Time Off**

A regular or probationary employee may receive compensatory time off for a maximum of 160 hours worked (or 240 earned). Once an employee has reached the maximum accrual, he/she is no longer eligible to receive compensatory time off and shall receive cash at the overtime rate for all overtime worked. The employee may receive compensatory time off again once his or her balance drops below the maximum accrual.

The Town acknowledges that prior to the adoption of this MOU, some employees may have accumulated compensatory time off in excess of the maximum accrual listed above. Such employees must cash out all compensatory time off that exceeds the maximum accrual during the month of December at the employee’s regular rate at the

time. Upon termination, all unused compensatory time off shall be paid off at either the average regular rate the employee received during the last three years of employment, or the final regular rate, whichever is higher.

## **ARTICLE 7: UNIFORMS**

The Town will continue to provide special work clothing as needed, and to repair and replace such clothing as needed, with the approval of the Department Head.

The Town will reimburse employees for their own clothing that has been damaged on the job. The employee must first show the damaged clothing to the employee's supervisor so that the supervisor can determine whether any replacement is necessary and the amount to be expended on the replacement.

On presentation of appropriate receipts, the Town shall reimburse employees who are required by the Town to wear safety shoes/boots for up to \$200 Dollars per year toward the cost of no more than 1 pair of OSHA approved safety shoes/boots per year. Shoe repair is reimbursable under this provision. Shoes/boots purchased under this provision are for the exclusive use of the employee.

## **ARTICLE 8: HOLIDAYS**

### **Designated Holidays**

The Town's designated holidays are:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

**Pay for Designated Holidays.** All probationary and regular employees shall be paid a full day's pay at their regular rate for all designated holidays as defined herein.

**Work on Designated Holidays.** Any regular or probationary employee required to complete emergency work on a designated holiday shall be compensated at double and one-half time his or her regular rate.

**Floating Day Off.** All probationary and regular employees receive one floating day off with pay at the beginning of each calendar year. Employees who join the Town mid-

year will receive a pro-rated portion of the one floating day off. Employees can use the floating day off in accordance with normal vacation time off request procedures.

## **ARTICLE 9: VACATIONS**

Each regular employee in paid status earns and accrues vacation time during the 12 months following the anniversary date of his or her employment at the rate stated below. An employee earns and accrues this total annual vacation benefit on a biweekly basis.

For regular full-time employees:

Less than three years of service - 10 working days per year;

Three years of service to eight years of service - 15 working days per year; and

Eight years of service and above - 20 working days per year.

For regular part-time employees:

A proportional equivalent based on the assigned number of hours worked per week as compared to those worked by a full-time regular employee.

**Vacation Earning and Accrual Cap.** An employee stops earning and accruing vacation once his/her balance reaches 800 hours. Employees may cash out vacation during the month of November only, at their current rate of pay. Upon separation, all earned and unused vacation pay shall be paid off at the final rate of pay.

**Effect of Probationary Period.** Probationary employees accrue vacation time, but cannot use it until they successfully complete probation or any extension of probation, except with the approval of the City Manager in exceptional circumstances.

**Scheduling.** The Department Head shall determine the vacation schedule considering the needs of the department, the employee's assigned duties, and the employee's desires. Vacation time requested shall not be unreasonably denied. No more than 15 consecutive work days of vacation may be taken at one time, except with City Manager approval.

## **ARTICLE 10: LEAVE PROVISIONS**

### **A. Sick Leave**

#### **Accrual Rates**

The Town shall provide each regular or probationary employee in paid status with paid sick leave at the rate of 3.69 hours per pay period., ~~except that:~~

**There is no cap on the hours of sick leave accrual.**

~~Full-time employees stop earning and accruing sick leave once they have accumulated a maximum of 1080 hours.~~

~~Part-time employees stop earning and accruing sick leave once they have accumulated a proportional equivalent based on the assigned number of hours worked per week as compared to those worked by a full-time employee.~~

### **Use of Sick Leave**

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 five 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 must 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 illness.
2. Estimated length of absence.
3. Any necessary information about work which needs attention during the employee's absence.

### **Award for Non-Use**

Provided that the following conditions are met, regular full-time employees may receive two hours of vacation leave on December 31 of any calendar year for every eight hours of sick leave earned but not used during that calendar year:

1. The employee must have completed one year of service by December 31 of the calendar year;
2. The employee must have received a satisfactory overall rating on his/her most recent performance review for work done during that calendar year; and

3. The employee only earns the Award for Non-Use to the extent that the Award does not exceed the vacation accrual cap.

Sick leave is not diminished as a result of an Award for Non-Use.

### **Long-Term Disability (“LTD”)**

Should any covered illness or injury extend beyond 60 days, the Town will insure payment to the employee at 67% of monthly earnings, to a maximum benefit of \$6,000.

During the LTD benefit period, which commences 60 days following the inception of a covered disability, a regular employee may integrate available accrued leaves and LTD benefit in a combined amount not to exceed the full salary which would have been paid had no disability been incurred. An employee does not accrue sick or vacation leave while on long-term disability leave.

### **B. Leave Without Pay**

Upon request of a regular employee and recommendation of the Department Head, the City Manager may grant a regular employee a leave of absence without pay for good cause shown in cases of personal emergency or when such absences would not be contrary to the best interest of the Town.

Requests for leaves of absence without pay must be written and submitted to the Department Head for review. The Department Head will give his or her recommendation to grant or deny the leave to the City Manager, who may grant a leave of absence without pay for a period not to exceed one year, during which time no benefits and no seniority credit will accrue. Upon expiration of an approved leave, or within five working days after written notice to return to duty, the employee shall be reinstated in the position held at the time the leave was granted. An employee's failure to report promptly at the expiration of a leave, or within five working days after notice to report to duty, may be deemed notice of resignation and/or cause for disciplinary action.

During unpaid leaves of absence, the employee may elect to use accrued vacation time.

### **C. Jury Duty and Subpoenas**

An 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.

### **D. 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. Employees must give the City Manager advance notice, to the greatest extent possible, when military duty is scheduled.

#### **E. Bereavement Leave**

A regular employee shall be allowed paid leave for not more than five working days when absent because a death has occurred in the 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, grandmother, grandfather, 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, an employee must make a written request to the appropriate Department Head that identifies the relationship of the deceased to employee. The Department Head will forward his or her recommendation regarding the leave to the City Manager for a final decision.

#### **F. Leave for Pregnancy Disability**

A pregnant 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.

#### **G. 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. The parties agree to meet and confer if compliance with these acts requires modifying any provision in this MOU. The parties acknowledge that the Town may unilaterally develop forms for administering Family and Medical Act Leave.

#### **H. Rules Applicable to Leave Provisions**

Leaves of absence without pay shall not be counted for purposes of determining seniority.

At the conclusion of an authorized leave of absence, an employee shall be returned to an equivalent position within his/her classification.

No sick leave, vacation leave, medical or dental insurance benefits accrue during an unpaid leave of absence except for Family and Medical Leave Act Leave, but the employee may elect to continue medical, vision or dental insurance coverage for up to the duration of his/her leave of absence at his/her own expense. For any paid leave of absence, all benefits continue to accrue.

Only accrued sick leave and vacation leave and compensatory time off that has been earned as of the prior pay period is available for the employee's use.

In consultation with the Department Head, the City Manager and his/her designee may designate the specific beginning and ending dates of a leave to meet the needs of the employee and the Town. Failure to return to work at the designated return date will be deemed a resignation.

At the conclusion of a paid or unpaid leave of absence due to any sickness or disability of three days or more, the employee may be required to submit a physician's statement certifying that he/she is medically qualified to resume work as a condition to returning to work.

## **ARTICLE 11: BENEFIT PROGRAMS**

### **Insurance**

**From July 1, 2003 through October 31, 2004,** ~~During the term of this MOU, the Town will pay the monthly premium contributions for employees and eligible dependents for health, dental and vision insurance. The employees agree to retain the same health insurance that they were enrolled in as of the beginning of the term of this MOU throughout the term of this MOU.~~ **Effective November 1, 2004, the Town-paid medical premium is to be capped at \$819.57 (3+ party rate), \$630.44 (2 party rate), and \$315.22 (1 party rate). Employees selecting a health plan whose premium exceeds the above stated amounts will be required to pay the difference.**

**Effective January 1, 2005, the Town-paid medical premium cap is to increase to the then-prevailing Blue Shield HMO rate for 3+ party, 2 party and 1 party plans.**

The City Manager may contract with different health care insurers/providers, at his sole discretion, during the term of this MOU, so long as any new contract does not reduce the level of benefits.

**Employee Assistance Program.** The Town shall establish a program for psychological counseling to employees and their dependents, with total Town expenditures not to exceed \$3,000, for payment of professional psychological counseling fees. Employee family groups are entitled to attend up to six sessions with the Town sponsored counselors during the term of this agreement when he/she/they determine(s) that psychological counseling is needed to ensure continued good mental health.

**Life Insurance.** The Town will provide all regular employees life/accidental death and dismemberment insurance of \$50,000.

**Educational Reimbursement.**

The Town shall establish a \$1,000 annual educational reimbursement plan. An employee who successfully completes courses that have been approved by the City Manager may receive up to \$400 reimbursement for each fiscal year of the term of this MOU until the funds are depleted. At the end of the calendar year, any unused amount in the plan shall be distributed to 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.

**Building Inspector and Notary Public License.**

Employees who are assigned to perform the duties of Building Inspector and who have permission to take the examination(s) for certificates issued by the International Conference of Building Officials, the International Association of Electrical Inspectors, or the International Association of Plumbing and Mechanical Officials, will receive a 100% reimbursement of the examination fee or certificate renewal fee. Employees in any classification who have permission to take the Notary Public License examination will receive a 100% reimbursement of the examination fee or certificate renewal fee. Reimbursement will be made only upon submission of proof of either successful completion of the examination(s) or payment of the renewal fee(s).

Employees who are required by State or Federal agencies or by job description to be licensed or certificated in order to perform Town job duties shall be reimbursed for the fees for such license or certificate, including other DMV licenses above Class "C".

**Use of Private Automobile — Mileage Reimbursement.**

The City Manager authorizes monthly vehicle allowance as follows: \$300 for those in the classification of Building Inspector/Plan Checker and Senior Building Inspector/Plan Checker. The purpose of the allowance is to compensate persons employed in this classification for having his/her private automobile available for use or for actually using his/her private automobile in the performance of the duties of his/her employment with the Town. All other employees who sporadically use their private vehicle in the performance of Town duties (excluding normal home to work commuting) will receive a mileage reimbursement for actual miles driven and reported at the current IRS rate.

**ARTICLE 12: RETIREMENT**

Beginning on July 1, 1999, the Town will provide the PERS 2% at 55 retirement program and pay the full 7% PERS employee contribution.

~~During the Fiscal Year 2001-2002, the Town will request an actuarial study from PERS for the cost of implementing the 3% at 60 retirement program and allowing retirement~~

~~compensation to be calculated at the single highest year. The results of the study shall be reported to the Union.~~

### **ARTICLE 13: EMPLOYEE RECOGNITION PROGRAM**

The Town will form a joint management and labor committee to establish a recognition program.

### **ARTICLE 14: GRIEVANCE PROCEDURE**

#### **A. Definition**

Except as stated otherwise in this MOU, a grievance is any dispute between the Town and an employee regarding the interpretation or application of this MOU. A grievance may be filed by an employee on his/her own behalf, or by the Union.

#### **B. Grievance Steps**

Step 1. An employee must present the grievance in writing to the Department Head within 15 days following the event upon which the grievance is based.

The written grievance shall contain a complete statement of the alleged facts upon which the grievance is based, the remedy requested, and the sections of the MOU claimed to have been violated. The grievance shall be signed and dated by the employee. The Department Head may refer the grievance to the appropriate supervisor for investigation, if necessary. The Department Head, or appropriate supervisor to whom the grievance has been referred, will arrange a meeting in an attempt to resolve the grievance. The Department Head, or his/her designated representative, will give a written decision to the employee within 15 days following the receipt of the grievance.

Step 2. If the employee desires to appeal the grievance to Step 2, the employee must present a written appeal to the City Manager within 15 days following receipt of the written decision of Step 1.

Within 15 days after the receipt of the appeal to Step 2, the City Manager shall hold a meeting with the employee, the Union representative, and the appropriate supervisor to discuss the matter. A written decision shall be given to the employee within 30 days following the meeting.

Step 3. If the grievance has been properly processed through the previous steps of the procedure and is not resolved, the employee may present the grievance to an Advisory Arbitrator for a proposed decision. The employee or the Union representative shall notify the City Manager of the request to present the grievance to an Advisory Arbitrator, in writing, within 15 days following the receipt of the written answer at Step 2.

The Advisory Arbitrator shall be selected from a list of five available arbitrators provided by the State Mediation and Conciliation Service. The parties shall alternate striking names from the list until only one arbitrator remains.

The Advisory Arbitrator shall hold a hearing on the issue or issues submitted, or as determined by the Advisory Arbitrator, if the parties have not mutually agreed upon the issue or issues. Every effort will be made to schedule the hearing within 45 days after the selection date of the Advisory Arbitrator. Each party will prepare a statement of the issue or issues, as well as a position statement thereon, and submit such to the Advisory Arbitrator and other party at least five days prior to the hearing.

The hearing shall be informal. Hearsay evidence is admissible, but hearsay alone will not support an allegation. Witnesses shall be sworn, testimony given under oath, and documentary evidence will be received as appropriate. A complete stenographic record of the proceedings will be made.

The Advisory Arbitrator should render his/her proposed decision in writing within 60 days after the conclusion of the hearing. The Advisory Arbitrator's proposed decision shall be sent to the City Manager and the employee. The Advisory Arbitrator has jurisdiction only to render a proposed decision. The Advisory Arbitrator's proposed decision is not final and binding.

Each party shall bear its own respective attorneys' fees and costs. The fees of the Advisory Arbitrator, as well as the cost of the stenographic record of the hearing, shall be equally divided between and paid by the Town and Union.

Step 4. The City Manager has 15 days after receiving the Advisory Arbitrator's proposed decision to either adopt the proposed decision as the Town's final decision, or to refer the matter to the City Council. In the latter case, the City Manager shall present the Advisory Arbitrator's proposed decision to the City Council for its consideration and final decision at its next regular session. The City Council shall render, in closed session, if appropriate, a final decision by adopting, rejecting or modifying the proposed decision of the Advisory Arbitrator.

### **C. General Provisions**

Grievances may only be processed during normally scheduled non-overtime working hours. The Union agrees that the time spent by its designated Union representative shall be kept to a reasonable minimum and that no Union representative shall be entitled to any additional compensation or premium pay for any time spent in processing grievances outside such representative's regularly scheduled hours.

All time limits herein refer to calendar days. Any of the time limits specified in Steps 1-4 may be extended by written mutual agreement of the parties.

Copies of the resolution of all grievances, including the grievance, shall be sent to the Union.

#### **ARTICLE 15: DISCIPLINARY ACTION**

Although verbal or written reprimands shall not be subject to appeal through the Article 14 Grievance Procedure, regular employees may appeal other disciplinary actions beginning at Step 3 of the Grievance Procedure. Probationary employees have no right to either pre-disciplinary procedures or post-disciplinary appeal procedures.

#### **ARTICLE 16: FULL UNDERSTANDING, MODIFICATION AND WAIVER**

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing MOU's, understandings, or agreements that conflict with the matters set forth herein, whether formal or informal are hereby superceded and terminated in their entirety. Existing policies, rules, ordinances and resolutions that do not conflict with the matters set forth herein remain in effect.

During the term of this MOU, the parties shall meet and confer at the request of either party pertaining to matters that are not covered herein and within the scope of representation.

Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter addressed in this MOU. It is the intent of the parties that this MOU be administered and observed in good faith.

#### **ARTICLE 17: NONDISCRIMINATION**

The parties agree that they, and each of them, shall not discriminate against any employee because of race, religion, national origin, political affiliation, age, disability, sex, sexual orientation, union membership or lack of union membership.

#### **ARTICLE 18: SEPARABILITY**

Notwithstanding any other provision in this MOU, in the event any article, or subsection thereof, of this MOU shall be declared invalid by any court of competent jurisdiction, or by any applicable state or federal law or regulation, or should a decision by any court of competent jurisdiction or any applicable state or federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the Town, the parties agree to meet and confer on the article or subsections thereof affected. In such an event, all other provisions of this MOU not affected shall continue in full force and effect.

#### **ARTICLE 19: FITNESS FOR DUTY**

The parties agree that the provisions of this MOU are to be interpreted and applied by both parties in a manner that is consistent with the state and federal laws that prohibit discrimination against those with disabilities. The Town shall have the right to request an employee to undergo a physical or mental fitness for duty examination when the City Manager concludes that an employee's health has had, or in reasonable probability will have an impact upon the employee's job performance or the health or safety of other employees. The examination will be designed to determine the employee's ability to safely perform the essential functions of the job.

**ARTICLE 20: TERM**

The term of this MOU shall be July 1, 2004<sup>3</sup> through June 30, 2003<sup>5</sup>.

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

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

TOWN OF ATHERTON

TEAMSTERS LOCAL 856

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Union Representative

Approved as to Form:

/s/ Marc Hynes  
City Attorney

Adopted by the City Council on \_\_\_\_\_.

## APPENDIX A

Units shall be comprised of individuals employed in the following classifications.

### THE UNITS

#### PUBLIC WORKS-PARKS EMPLOYEES UNIT

Public Works Maintenance Worker I / Parks/Facilities Maintenance Worker I  
Public Works Maintenance Worker II / Parks/Facilities Maintenance Worker II

Town Arborist/Public Works Specialist

Assistant Engineer

#### MISCELLANEOUS EMPLOYEES UNIT

Office Specialist

Building Inspector/Plan Checker

Public Services Assistant

#### SUPERVISOR/CONFIDENTIAL UNIT

##### SUPERVISOR

Park Supervisor\*\*

Public Works Supervisor

Senior Building Inspector/Plan Checker\*\*\*

##### CONFIDENTIAL

Finance Assistant

\*Titles listed separately for clarification. Formerly listed as Public Works Maintenance Worker.

\*\*Title listed separately for clarification. Formerly listed as Public Works Supervisor.

\*\*\* Approved by City Council on February 19, 2003.

## APPENDIX B

### PUBLIC WORKS DEPARTMENT STANDBY ASSIGNMENT RULES

All employees who have been employed in the Public Works Department for at least one year are required to participate in the standby program that is referenced in the Memorandum of Understanding between Local Union No. 856 and the Town of Atherton. Other employees who meet the qualifications as may be established by the Public Works Director may also participate. An employee on standby agrees to:

1. Review and approve his or her assignment on the yearly standby assignment schedule that is posted in the Public Works Department. Standby assignments are for one-week periods and include all hours when the Town is not open for business (except during lunch hours on workdays).
2. Keep the Town's cellular phone, beeper, storm drainage maps, and telephone numbers of the Atherton Police Department Watch Commander with him or her at all times during standby assignment. Protect the cellular phone from loss or damage. Return the cellular phone to the Public Works Director at the end of the standby assignment.
3. Respond to all call backs that occur during scheduled standby time unless he/she has previously notified the Public Works Director of the name of another employee who meets the qualifications and who has agreed to respond. The employee who seeks a substitute is responsible for ensuring that the substitute employee has the standby equipment listed in Item 2 above.
4. Respond to a page or cellular phone call promptly and without delay after being paged or called. Respond to the call back location within 30 minutes after answering a page or call back to service.
5. Do not consume alcohol or drugs during standby assignment that may impair his/her ability to perform call back duties.
6. Acquire as much information as possible regarding a call back before responding. Use good judgment in determining the need to call out to employees to assist with a call back. Log all information regarding each call back on appropriate forms.
7. Make safety the highest priority and inform the Public Works Director of any major incident that results in the loss of life, injury or property loss.

The Fair Labor Standards Act (29 U.S.C. Section 201 and following) requires that a covered employee receive overtime compensation at the rate of one and one-half times the employee's regular rate of pay for each hour worked over forty (40) in the employee's designated workweek. The Fair Labor Standards Act regulations require employers to keep a record of the particular workweek designated for each employee. (29 C.F.R. Section 516.2(a)(5).) The Fair Labor Standards Act workweek designated for \_\_\_\_\_ [employee name] shall be the seven consecutive day period that begins on \_\_\_\_\_ [day of the week and time] and ends on \_\_\_\_\_ [day of the week and time].

Acknowledged: \_\_\_\_\_ [employee signature]

## APPENDIX C

Fiscal Year 2001-2002

### Salary Ranges (70<sup>th</sup> Percentile)

Position	Step A	Step B	Step C	Step D
Assistant Engineer*	5,061.00	5,358.60	5,656.30	5,954.00
Building Inspector/Plan Checker	5,123.25	5,302.56	5,597.14	5,891.73
Finance Assistant	4,273.60	4,524.00	4,776.38	5,027.77
Office Specialist	3,728.93	3,859.44	4,073.86	4,288.27
Public Services Assistant	3,123.94	3,233.28	3,412.90	3,592.53
Public Works Maintenance Worker I	3,402.85	3,521.95	3,717.62	3,913.28
Public Works Maintenance Worker II	3,742.75	3,873.74	4,088.95	4,304.16
Public Works Supervisor	5,309.22	5,495.04	5,800.32	6,105.60
Town Arborist/Public Works Specialist	5,123.25	5,302.56	5,597.14	5,891.73

\*Limited term position approved by Council on January 16, 2002.

\*\*Salary reflects one-time equity adjustment for Finance Assistant.

\*\*\*Salary reflects equity adjustment matching the salary to that of the Building Inspector/Plan Checker (to retain internal equity and due to lack of comparator positions for 70<sup>th</sup> percentile calculation).

## APPENDIX C

Fiscal Year 2003-2004

### Salary Ranges (70<sup>th</sup> Percentile)

Position	Step A	Step B	Step C	Step D
Assistant Engineer*	5,407.69	5,653.50	5,922.71	6,218.85
Building Inspector/Plan Checker	5,377.20	5,621.62	5,889.32	6,183.78
Finance Assistant	4,632.54	4,843.11	5,073.73	5,327.42
Office Specialist	3,910.03	4,087.76	4,282.41	4,496.54
Park Supervisor**	5,415.85	5,662.02	5,931.64	6,228.23
Public Services Assistant	3,351.90	3,504.26	3,671.13	3,854.69
Public Works Maintenance Worker I/ Parks/Facilities Maintenance Worker I	3,495.16	3,654.03	3,828.03	4,019.43
Public Works Maintenance Worker II/ Parks/Facilities Maintenance Worker II	3,844.27	4,019.01	4,210.39	4,420.91
Public Works Supervisor	5,415.85	5,662.02	5,931.64	6,228.23
Senior Building Inspector/Plan Checker***	5,914.92	6,210.66	6,506.41	6,802.16
Town Arborist/Public Works Specialist	5,377.20	5,621.62	5,889.32	6,183.78

\*Limited term position approved by Council on January 16, 2002.

\*\*Salary range same as Public Works Supervisor. Position previously was not delineated separately and was listed as same title as Public Works Supervisor.

\*\*\* Approved by City Council on February 19, 2003.

\*\*Salary reflects one-time equity adjustment for Finance Assistant.

~~\*\*\*Salary reflects equity adjustment matching the salary to that of the Building Inspector/Plan Checker (to retain internal equity and due to lack of comparator positions for 70<sup>th</sup> percentile calculation).~~



## Town of Atherton

**TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS**

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

**DATE: CITY COUNCIL MEETING OF MARCH 17, 2004**

**SUBJECT: ACCEPTANCE OF EASEMENT  
19 SARGENT LANE**

### **RECOMMENDATION.**

Authorize the City Manager, in his capacity of District Manager, on behalf of the Atherton Channel Drainage District, to accept easements for drainage purposes located on property known as 19 Sargent Lane.

### **BACKGROUND:**

As a condition of a parcel map approved for the 19 Sargent Lane project, drainage easements were offered for dedication to the Town. By an earlier agenda item on the regular City Council agenda, the City Council has received a recommendation from the Building Official to authorize the City Manager to accept these easements. That acceptance also includes a further act authorizing transfer of these easements to the Atherton Channel Drainage District.

### **FISCAL IMPACT:**

None.

Respectfully submitted:

Reviewed/Approved:

*s/Marc G. Hynes*

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

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

Attachments: Resolution  
Grant of Easement

**RESOLUTION NO. 2004-\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
ATHERTON CHANNEL DRAINAGE DISTRICT  
ACCEPTING EASEMENT**

**RESOLVED**, that the District Manager is authorized and directed to execute, on behalf of the Atherton Channel Drainage District, a public agency, an easement for the purpose of providing storm water drainage, as described in Grant of Easement and Certificate of Acceptance from:

THE CITY COUNCIL OF THE TOWN OF ATHERTON

and the Clerk is directed to record said Grant of Easement and Certificate of Acceptance with the Recorder of San Mateo County, State of California.

\* \* \* \* \*

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Board of Directors of the Atherton Channel Drainage District at a regular meeting thereof held on the 17<sup>th</sup> day of March, 2004, by the following vote:*

AYES: Board Members:  
NOES: Board Members:  
ABSENT: Board Members:  
ABSTAIN: Board Members:

\_\_\_\_\_  
Kathy McKeithen, Chair  
Atherton Channel Drainage District

ATTEST:

\_\_\_\_\_  
Sharon Barker, Clerk  
Atherton Channel Drainage District

APPROVED AS TO FORM:

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



Town of Atherton

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## CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**DATE: FOR THE CITY COUNCIL MEETING OF MARCH 17, 2004**

**SUBJECT: AUDIT COMMITTEE MEETING RESULTS  
PARCEL TAX DISCUSSION**

**RECOMMENDATION:**

Receive the report transmitted herein pertaining to the results of the Audit Committee meeting of March 9, 2004.

**DISCUSSION**

Pursuant to the request of the City Council, the Audit Committee met on March 9<sup>th</sup>, 2004 to discuss the prospect of assisting the City Council in evaluating the Town's requirements relative to a renewal of the Parcel Tax.

During the March 9<sup>th</sup>, 2004 meeting, the Audit Committee discussed how it might be involved in the initiative to renew the Parcel Tax. The Audit Committee noted that its involvement in the 2000 Parcel Tax initiative was informal in nature and was limited to evaluating the projections of the Finance Department over the intermediate-range planning horizon. Nonetheless, the Audit Committee expressed a willingness to consider extending its involvement beyond evaluating staff's financial projections.

The Audit Committee reached no firm conclusion as to how its role might be expanded. However, the Audit Committee discussed the prospect of exploring opportunities to enhance revenues and reduce expenses. Additionally, the Audit Committee discussed the prospect of preparing some form of communiqué that might be used to increase the level of awareness

within the community of the financial and service-level implications of approving or not approving a renewal of the parcel tax.

The Audit Committee agreed to meet either formally as a full committee or informally as a subset of the Committee at weekly intervals during the next several weeks, depending upon the availability of each member, to continue discussions on how to shape its role in a Parcel Tax renewal effort.

**FISCAL IMPACT:**

Information Only

Respectfully Submitted

Reviewed/Approved By:

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John P. Johns, Finance Director

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James H. Robinson, City Manager



Town of Atherton

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## CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JOHN P. JOHNS, FINANCE DIRECTOR  
KATHY HUGHES ANDERSON**

**DATE: FOR THE CITY COUNCIL MEETING OF FEBRUARY 18, 2004**

**SUBJECT: RESOLUTION APPROVING THE THIRD AMENDMENT TO THE  
FRANCHISE AGREEMENT BETWEEN THE TOWN OF ATHERTON  
AND BFI WASTE SYSTEMS OF NORTH AMERICA, INC.**

### **RECOMMENDATION:**

Approve the attached Resolution implementing a third amendment to the franchise agreement between BFI Solid Waste Systems and the Town of Atherton to:

- Extend the plant material program to commercial accounts within the Town of Atherton and to establish fees for the collection of such materials at 75 percent of the rates charged for commercial refuse; and,
- Assess a quarterly AB 939 fee of \$3,500 to recover the costs associated with administering waste reduction program activities performed by Town of Atherton staff.

### **INTRODUCTION:**

In calendar year 1998 BFI initiated a program to collect separately from residential accounts discarded plant materials such as trimmings of trees and shrubs and grass clippings and to compost such refuse rather than deposit into a landfill. The primary objective of establishing the "green-waste" collection program was to help the South Bayside Water Management Joint Powers Authority member agencies to achieve the mandatory diversion goals set forth by AB 939.

In 2000, BFI extended the green-waste collection program offering to commercial accounts, contingent upon the acceptance of individual SBWMA jurisdiction. At the time BFI extended

this program offering, Atherton chose not to participate. The reasons that Atherton declined to participate in the commercial green-waste collection program in 2000 included:

- Concerns about the impact on rates, particularly in light of the substantial increases that had recently been absorbed by Atherton ratepayers; and,
- The demonstrated ability of Atherton to meet and even exceed AB 939 diversion goals with its residential green-waste program.

In early 2004, the Town of Atherton waste reduction committee reconsidered the prospect of participating in the commercial green-waste program. Additionally, the firm of Hilton Farnkhopf and Hobson (HFH), consultants to the SBWMA, provided a high-level analysis of the revenues, expenses and impact on Atherton's balancing account that would result from the program. In summary, HFH concluded that by offering the commercial green-waste program at a discounted rate of 75 percent of the normal charge for refuse collection services the Town would generate revenues amounting to \$14,000 in excess of BFI's costs of commercial green-waste collection services. HFH's analysis is included as Attachment 1 to this report.

Additionally, the Waste Reduction Committee concluded that offering a discount of 25 percent would be a sufficient incentive for commercial entities to provide separate green-waste from other refuse and to provide additional storage space necessary to accommodate separate containers for yard waste.

Since the revenues associated with extending green-waste collection services will exceed BFI's costs of providing such services, an extension of the green-waste collection program to commercial accounts will also provide the Town with the opportunity to recover \$14,000 annually in administrative costs associated with administering recycling without impacting the Town's balancing account. Such a fee is permitted pursuant to the provisions of AB 939 and Article 3, Section 3.02 of the franchise agreement between the Town of Atherton and BFI.

### **FISCAL IMPACT:**

Extending green-waste collection services to commercial enterprises at a discounted rate of 75 percent of commercial refuse charges would provide the Town of Atherton with the opportunity to recover \$14,000 annually in administrative costs related to the waste reduction and recycling while fully recovering BFI's direct costs of providing such collection and disposal services.

Respectfully Submitted

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John P. Johns, Finance Director

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James H. Robinson, City Manager

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Kathy Hughes Anderson

**Attachments:**

1. Resolution
2. Third Amendment to the Franchise Agreement
3. Hilton Farnkopf & Hobson Analysis

**RESOLUTION NO. 04 - \_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
APPROVING THE THIRD AMENDMENT TO THE  
AGREEMENT FOR SOLID WASTE, RECYCLABLE MATERIALS, AND PLANT  
MATERIALS COLLECTION SERVICES**

WHEREAS, Town of Atherton (“Agency”) and BFI Waste Systems of North America, Inc. (“Contractor”) entered into the Agreement for Solid Waste, Recyclable Materials, and Plant Materials Collection Services (“Agreement”), dated March 1, 2000; and,

WHEREAS, the Agreement anticipates that the Agency may request additional services or the modification of existing services there under; and,

WHEREAS, the Agreement provides that the Agency may direct Contractor to submit proposals from time to time to provide additional or expanded services; and

WHEREAS, the Agency is a Member Agency of the South Bayside Waste Management Authority (“Authority”), and the Authority, on behalf of the Agency, has requested a proposal from Contractor for a Commercial Plant Material Collection Program; and,

WHEREAS, Contractor has prepared a proposal in response to the Authority’s request; and,

WHEREAS, Contractor and the Agency now desire to amend the Agreement to incorporate the Commercial Plant Material Collection Program;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS that the City Council of the Town of Atherton hereby approves the Third Amendment to the Uniform Franchise Agreement with BFI Waste Systems of North America, Inc. for the Commercial Plant Material Collection Program as attached.

\* \* \* \* \*

*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 17<sup>th</sup> day of March, 2004, by the following vote:*

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

ATTEST

\_\_\_\_\_  
Kathy McKeithen  
Mayor

\_\_\_\_\_  
Sharon Barker, City Clerk

APPROVED AS TO FORM:

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Marc G. Hynes, City Attorney

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

#### RECITALS

Whereas, Town of Atherton and Contractor entered into on March 1, 2000 the Agreement; and,

Whereas Agreement contemplated that the Town of Atherton might desire additional services or the modification of existing services, and, the Agreement requires Contractor to submit a proposal describing additional or expanded diversion services; and,

Whereas, the Town of Atherton desires to increase diversion by providing collection of plant materials, as that term is defined in the Agreement, to commercial, industrial and institutional service recipients; and,

Whereas, in accordance with the Agreement, Contractor has prepared a proposal in response to the Town of Atherton's request; and,

Whereas, Contractor and the Town of Atherton have agreed to amend the Agreement to incorporate this modification to existing services;

NOW, THEREFORE, BE IT AGREED THAT THE AGREEMENT IS AMENDED AS FOLLOWS:

1. Section 3.02.2 is amended to change the quarterly AB 939 fee from \$ 0.00 to \$3,500.
2. Section 4.03.2 is amended to add: "Contractor shall also offer commercial plant material collection to Commercial, Industrial and Institutional Service Recipients (the Recipients) with a 25% rate reduction incentive. Initially, collection shall only be provided to those Recipients who have a minimum of two cubic yards of plant material available for collection per week."
3. Section 4.04.1 is amended to add: "Contractor shall collect Plant Materials from Commercial, Industrial and Institutional Service Recipients as provided in Section 4.03.2."
4. Section 8.03.5 is added to the Agreement as follows: "BFI shall submit a "90 day Progress Report" to the Recycling Committee and jurisdiction to provide tons collected, program costs, participating accounts and any issues requiring discussion."
5. In all other respects the Agreement is reaffirmed.

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

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

Approved to as to form

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

BFI Waste Systems of North America, Inc.

By: \_\_\_\_\_  
District Manager

Town of Atherton

By \_\_\_\_\_  
Kathy McKeithen, Mayor



## Town of Atherton

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**DATE: FOR THE MEETING OF MARCH 17, 2004**

**SUBJECT: DISCUSSION AND DIRECTION TO STAFF REGARDING CALTRAIN SERVICE REDUCTION/SCHEDULE CHANGES**

### **RECOMMENDATION**

Consider the actions to date by the Caltrain Corridor Committee and determine if any additional action is required by staff or the Committee prior to the JPB Board meeting of April 1, 2004.

### **BACKGROUND**

In November 2003, the City Council formed a Caltrain Corridor Committee to evaluate the many issues related to the existing Caltrain Corridor and recommend appropriate actions to the City Council. The Caltrain Corridor Committee is to evaluate proposed changes to service, implementation of Baby Bullet, the possibility of High Speed Rail, evaluating the necessity of Grade Separations at Fair Oaks and Watkins and coordinating Rail Issues with neighboring communities.

In February 2004, representatives of the Caltrain Corridor Committee attended and spoke at the JPB Public Hearing regarding the proposed reduction of service in weekday service and the elimination of weekend service. The Committee requested that the JPB consider providing "Limited" or Express service for Atherton riders and raised the CEQA issue of the proposed reduction of service and whether the impacts have been fully mitigated. The JPB Board stated they would have their legal counsel review the CEQA issue. The Caltrain Corridor Committee also presented in excess of 500 signatures on a petition requesting that the JPB:

1. Retain the existing level of Caltrain service for Atherton;

2. Provide weekend service for Atherton; and
3. Provide “limited service” for Atherton for morning and evening peak hours.

The JPB has indicated that a revised schedule will be presented at their April 1, 2004 meeting. The meeting agenda will be available on March 25, 2004. The JPB comment period for the proposed Caltrain schedule closed on February 4, 2004 at 4:30 p.m. Therefore, Committee members and Town staff will be present at the April 1, 2004 meeting to comment on the revised schedule and any response to the CEQA issues raised at the February 5<sup>th</sup> JPB meeting.