



**Atherton  
CITY COUNCIL AGENDA**

**June 13, 2001**

**5:00 P.M.**

**Town Council Chambers**

94 Ashfield Road  
Atherton, California

**Special Meeting**

- 5:00 P.M. 1. ROLL CALL McKeithen, Janz, Carlson, Fisher, Conwell**
- 5:05 P.M. 2. PUBLIC COMMENTS (for items which are not on the agenda - limit of three minutes per person)**
- 5:10 P.M. 3. CLOSED SESSION**
- A. Conference with Legal Counsel – Existing Litigation pursuant to Government Code Section 54956.9 (a)**
- Patricia O’Neal v. Town of Atherton**
- B. Conference with Legal Counsel – Anticipated Litigation Significant exposure to litigation pursuant to Government Code Section 54956.9 (b). One potential case.**
- C. Conference with Labor Negotiator – Labor Negotiations pursuant to Government Code Section 54957.6**
- Agency Negotiator: Ralph Freedman, Interim City Manager  
Employee Organization: Local Union No. 856  
Non-management miscellaneous employees**
- D. Conference with Labor Negotiator – Labor Negotiations pursuant to Government Code Section 54957.6**
- Agency Negotiator: Ralph Freedman, Interim City Manager  
Employee Organization: Management**

**E. Public Employment -pursuant to Government Code Section 54957**

**Title: City Manager**

**6:55 P.M. 4. RECONVENE TO OPEN SESSION**

**Report of action taken.**

**7:00 P.M. 5. ADJOURN**

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)

***☞ Please contact the City Clerk's office at (650) 752-0529 with any questions.***

**Dated and Posted 06/08/01**



**Atherton**  
**CITY COUNCIL AGENDA**  
**June 13, 2001**  
**7:00 P.M.**  
**Town Council Chambers**  
94 Ashfield Road  
Atherton, California  
**Special Meeting**

- 7:00 P.M. 1. ROLL CALL McKeithen, Janz, Carlson, Fisher, Conwell**
- 7:05 P.M. 2. CITY ATTORNEY REPORT ON CLOSED SESSION**
- 7:10 P.M. 3. PUBLIC COMMENTS (for items which are not on the agenda - limit of three minutes per person)**
- 7:20 P.M. 3A. PRESENTATIONS**
- Recognition of Menlo College Football Team, Menlo College Quarterback, Zamir Amin, and Menlo College Wide Receiver, Nate Jackson**
- 7:30 P.M. 4. CITY COUNCIL REPORTS**
- 7:40 P.M. 5. CITY MANAGER REPORT**
- 7:50 P.M. CONSENT CALENDAR (Items 6 through 12)**
- 6. ADOPTION OF RESOLUTION NO. 01-\_\_\_, DECLARING THE RESULTS OF THE JUNE 5, 2001 SPECIAL PARCEL TAX ELECTION**
- 7. ADOPTION OF RESOLUTION NO. 01-\_\_\_ AUTHORIZING THE APPLICATION FOR ALL AVAILABLE GRANTS UNDER THE CALIFORNIA OIL RECYCLING ENHANCEMENT ACT**
- 8. APPROVAL OF TENNIS AGREEMENT WITH ALAN MARGOT FOR FY 2001/02**
- 9. APPROVAL OF INTERIOR LIGHTING IMPROVEMENTS AT ATHERTON LIBRARY**

10. **APPROVAL OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND GOAL FOR FEDERAL FISCAL YEAR 2000/01**
11. **HOLBROOK-PALMER PARK PLAYGROUND – REPLACEMENT OF EQUIPMENT AND EXPANSION OF THE PLAYGROUND AREA**
12. **APPROVAL OF FY 2000/01 BUDGET ADJUSTMENTS**

**REGULAR AGENDA** (Items 13 through 16)

- 7:55 P.M.** 13. **AUTHORIZATION OF VALPARAISO CORRIDOR STUDY TO BE CONDUCTED JOINTLY WITH CITY OF MENLO PARK**
- Recommendation:** Approve the scope of work for the Valparaiso Corridor Study, authorize Staff to work with the Menlo Park Staff to select a consultant to perform the study and authorize the expenditure of up to \$35,000 for the consultant contract for the study.
- 8:25 P.M.** 14. **DISCUSSION – FISCAL YEAR 2001/02 BUDGET**
- 9:40 P.M.** 15. **CONSIDER MODIFICATIONS TO ALARM FEES FOR FISCAL YEAR 2001/02**
- 10:10 P.M.** 16. **CITY MANAGER ANALYSIS OF KOFF AND ASSOCIATES CLASSIFICATION AND COMPENSATION STUDY**
- 10:45 P.M.** 17. **RATIFICATION OF AGREEMENT FOR LEGAL SERVICES – TAX OPINION ON CITY MANAGER’S RESIDENCE**
- Recommendation:** Authorize the Mayor to execute, on behalf of the Town of Atherton, a retainer agreement with the law firm of Coblenz, Patch, Duffy & Bass, LLP, Attorneys at Law, for the services of William T. Hutton, Esq.
- 10:55 P.M.** 18. **PUBLIC COMMENTS (for items which are not on the agenda – limit of three minutes per person)**
- 11:00 P.M.** 19. **ADJOURN**

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## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL  
INTERIM CITY MANAGER, RALPH FREEDMAN**

**FROM: SHARON BARKER, CITY CLERK**

**DATE: FOR THE MEETING OF JUNE 13, 2001**

**SUBJECT: APPROVAL OF RESOLUTION NO. 01-\_\_\_, A RESOLUTION OF  
THE CITY COUNCIL OF THE TOWN OF ATHERTON DECLARING  
THE RESULTS OF THE JUNE 5, 2001 SPECIAL MUNICIPAL  
ELECTION**

### RECOMMENDATION

Adopt Resolution No. 01-\_\_\_, a Resolution of the City Council of the Town of Atherton declaring the results of the June 5, 2001 Special Municipal Election.

### ANALYSIS

Section 10262 of the California Elections Code requires that upon certification of the results of an election by the County Election Department, the City Council shall meet to declare the results of the election. This action may be taken at the next regular or adjourned Council meeting or at a special meeting called for that purpose. The Council is required to adopt a resolution in accordance with Sections 10262 and 10264 of the Elections Code, and the Clerk is required to enter into the minutes a statement of the results.

Prepared by:

Approved by:

/s/Sharon Barker  
City Clerk

/s/Ralph Freedman  
Interim City Manager

Attachments: Resolution  
Certified Election Results

**RESOLUTION 01-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE TOWN OF ATHERTON  
DECLARING "MEASURE F" APPROVED BY A TWO-THIRDS VOTE  
AT A SPECIAL ELECTION HELD JUNE 5, 2001**

**WHEREAS**, a Special Municipal Election was held by the Town of Atherton on Tuesday, June 5, 2001; and

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

**WHEREAS**, the County Election Department has canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A".

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the Town of Atherton, that "Measure F", authorizing the levy of a special tax for Municipal Services and Capital Improvements, and for the expenditure of funds derived from such tax is hereby approved and shall be effective ten (10) days from adoption of this resolution.

\* \* \* \* \*

*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 special meeting thereof held on the \_\_\_ day of June, 2001, by the following vote:*

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

\_\_\_\_\_  
Dianne M. Fisher, MAYOR  
TOWN OF ATHERTON

ATTEST:

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

**Item No. 7**



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**DATE: FOR THE MEETING OF JUNE 13, 2001**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
INTERIM CITY MANAGER, RALPH FREEDMAN**

**FROM: CLIFF TEMPS, PUBLIC WORKS DIRECTOR**

**SUBJECT: APPROVAL OF RESOLUTION AUTHORIZING THE APPLICATION  
FOR ALL AVAILABLE GRANTS UNDER THE CALIFORNIA OIL  
RECYCLING ENHANCEMENT ACT**

### **RECOMMENDATION**

Approve Resolution 01-\_\_\_ authorizing the application for all available grants under the California Oil Recycling Enhancement Act

### **INTRODUCTION**

The County is requesting that San Mateo County cities adopt resolutions authorizing submittal of a grant application under the California Oil Recycling Act and empowering the County Director of Environmental Health to administer the grant. A copy of the letter sent by the County describing the program and its success in the County is attached.

### **ANALYSIS**

The program has diverted significant amounts of used oil and hazardous wastes from landfill, and the County should be encouraged to continue to operate it, using Block Grant money.

### **FISCAL IMPACT**

There is no fiscal impact to the Town.

Respectfully submitted:

Reviewed/Approved:

/s/Cliff Temps  
Public Works Director

/s/Ralph Freedman  
Interim City Manager

Attachments: Letter from County  
Resolution

**RESOLUTION NO. 01-\_\_\_\_\_**





## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: RALPH FREEDMAN, INTERIM CITY MANAGER**

**DATE: FOR THE MEETING OF JUNE 13, 2001**

**SUBJECT: TENNIS AGREEMENT WITH ALAN MARGOT**

#### **RECOMMENDATION:**

Approve the one-year agreement with Alan Margot as the Tennis Professional in Holbrook-Palmer Park from July 1, 2001 to June 30, 2002.

#### **INTRODUCTION:**

This agreement is the same agreement that has been in place for the past year between the Town and Alan Margot. Under the terms of this agreement, Mr. Margot has the responsibility to provide tennis lessons, conduct tennis tournaments, conduct camps and clinics, and to work cooperatively with the Tennis Committee and Town staff. The Tennis Committee recommends the renewal of this agreement by the City Council for the upcoming fiscal year. The Park & Recreation Commission, at its June 6<sup>th</sup> meeting, unanimously approved a resolution recommending that the City Council approve this agreement with Alan Margot.

#### **ANALYSIS:**

Our relationship with Alan Margot over the past year has been a good one. He is committed to expanding tennis activities at Holbrook-Palmer Park, and he has developed a good working relationship with the Tennis Committee. New ideas and new programs are being discussed in an effort to expand the utilization of the tennis facilities at Holbrook-Palmer Park, and to generate additional income for the Town of Atherton. In addition, there is a need

to do significant work to the tennis courts to put them into better condition to allow for the generation of greater revenues in the future.

**FISCAL IMPACT:**

During the last fiscal year, the Town received approximately \$3,000 as its share of the total income generated from the various tennis activities of Alan Margot. The Town's share represents 10% of the total income generated.

# TOWN OF ATHERTON

## AGREEMENT FOR SERVICES OF USPTA TEACHING TENNIS PROFESSIONAL ALAN MARGOT

This agreement (the "Contract") is effective as of July 1, 2001 between the Town of Atherton, California, (hereinafter called "Town"), a California Municipal Corporation, and Alan Margot, USPTA "Tennis Professional," (herein-after called "Tennis Pro") on the following terms and conditions:

### 1. NATURE OF EMPLOYMENT

#### Position:

During the term of the Contract, **ALAN MARGOT** shall serve as a Tennis Professional. In his capacity as Tennis Professional, Tennis Pro shall provide top quality services and instruction to members of the Atherton Tennis Club (ATC) and local area residents, and shall actively pursue fulfilling the Town's Tennis Mission Statement. Tennis Pro shall solely support the interests of the Town with undivided loyalties.

#### Mission Statement of Town and Tennis Pro:

- The Town shall provide Atherton residents an affordable tennis facility and program for recreation and to build a sense of community among the residents.
- The tennis operation should be self-supporting and cover the full expenses and capital improvement costs of the tennis facility and programs.
- The tennis facility may be used for tennis instructions to non-residents, providing Atherton Tennis Club members and other Atherton residents have first priority.
- All tennis related revenues and expenses shall be approved annually as part of a tennis program budget, which shall be under the direct supervision of the City Manager.

### 2. INDEPENDENT CONTRACTOR STATUS

The services to be provided, as set forth herein, shall be provided by the Tennis Pro as an independent contractor, as defined in Labor Code Section 3353, under the control of the City Manager as to the results of the work, but not the means by which such results are accomplished, and nothing herein contained shall be construed to make the Tennis Pro an agent or employee of the Town while providing said services; and, Tennis Pro shall be entitled to no other benefits or compensation except as provided herein.

**3. HOLD HARMLESS AND INDEMNITY PROVISIONS -- TENNIS PRO SHALL:**

- A. Hold harmless and indemnify the Town of Atherton and its officers from and against any and all claims, loss, liability, damage and expense arising from performance of this contract, including claims, loss, liability, damage, and expense caused or claimed to be caused by passive negligence of the Town, its officers or employees.
- B. Defend the Town of Atherton, its officers or employees against; provided, however, that this provision does not apply to claims, loss, liability, damage or expense arising from:
  - 1. the sole negligence or willful misconduct of the Town of Atherton,  
or
  - 2. the active negligence of the Town of Atherton.
- C. Liability Insurance: provide general liability and automobile liability insurance for the following minimum limits:
  - 1. \$2 million liability insurance, while on court, for bodily injury to others; and for damage to property not in the tennis professional's care, custody or control.
  - 2. Automobile liability in limits of \$500,000 bodily injury and property damage combined.
  - 3. Workers Compensation Insurance in at least the minimum statutory amounts shall be maintained if Tennis Pro hires any employees to work hereunder.

All liability insurance policies shall specify the Town of Atherton, its elective and appointive boards, commissions, officers, agents, and employees as additional named insured. A certificate of insurance shall be provided to the City Manager prior to performance pursuant to this contract, which certificate shall provide that it may not be canceled except after 30 days notice is delivered to the City Manager. Further, any changes in insurance required herein must be approved in writing by the Town of Atherton's legal counsel.

- D. Non-Discrimination: Tennis Pro warrants that he is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither Tennis Pro nor any of his subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to The California Fair Employment and Housing Act.

**4. TERM OF CONTRACT:**

- A. Term: This contract shall commence effective July 1, 2001, and unless terminated sooner per 4.B. below, terminate on June 30, 2002.
- B. Termination by Notice: The City Manager may terminate the Contract without cause by giving at least sixty (60) days prior written notice to "Tennis Pro". "Tennis Pro" may terminate the Contract without cause by giving at least sixty (60) days prior written notice to the City Manager.
- C. Automatic Termination: This agreement shall automatically terminate on June 30, 2002 unless both parties agree in writing to extend the existing terms and conditions for another year. The Tennis Pro will be automatically terminated if convicted of gross misconduct charges.
- D. Termination/Default by Tennis Pro: The City Manager may terminate this agreement if at any time Tennis Pro is in default in the payment of any fees, portion of net revenue or any other monies required to be paid to the Town, or in the performance of any duty, obligation, covenant or agreement contained herein (time expressly declared to be of the essence,) upon five (5) days written notice to Tennis Pro and Tennis Pro fails to correct such default within said five (5) day period.

5. **TENNIS PRO'S DUTIES AND RESPONSIBILITIES ---TENNIS PRO SHALL:**

A. GENERAL DUTIES:

- Provide top quality instruction
- Recruit new Atherton Tennis Club members
- Record teaching schedule in court appointment book a week in advance for regular classes and immediately upon booking for all other lessons
- Record attendance and payments on the day they occur
- Help members satisfy equipment needs and desires
- Set up a meeting with the City Manager to discuss teaching ideas, methods, problems and progress in achieving marketing goals and objectives.

B. SPECIFIC DUTIES AND RESPONSIBILITIES:

Tennis Pro will be required to provide the following services:

1. General management of the Town of Atherton's Tennis Instruction Program, including employment and supervision of all necessary personnel as employees of the Tennis Pro, maintenance of proper records and payments of personnel

hired by Contractors, including any fringe benefits or other compensation required by law.

2. Conduct programs for all age groups, to include, but not be limited to:
  - Large group lessons - 1 to 8 ratio maximum
  - Small group lessons - 1 to 4 ratio maximum
  - Semi-private lessons - 1 to 3 ratio maximum
  - Private lessons - 1 to 1 ratio maximum
  - Camps and Clinics - To be determined
  - Adult Jr. Leagues - To be determined
3. Tennis Pro will work closely with the on-site Park Program Manager and Holbrook-Palmer Park Foundation, staff and Tennis Committee to create and coordinate a minimum of two (2) tournaments per year designed specifically for members, and two (2) open tournaments per year designed for either adults or juniors (ages 8-18). Tennis Pro shall also conduct a minimum of one (1) summer tennis clinic and at least one tennis camp in the spring or summer for adults and/or children (up to the age of 18).
4. Tennis Pro will, at his own expense, provide the necessary quality and quantity equipment to conduct a high-quality Tennis Instruction Program. Tennis Pro may store his equipment in a storage facility at the Holbrook-Palmer Park tennis courts at no cost.
5. Tennis Pro is authorized to utilize space in the Main House at Holbrook-Palmer Park to conduct administrative duties. The space may be used for registration, communications and educational purposes that relate to tennis instruction and recreation. Town will provide routine custodial services for the space. No modifications to area used by Tennis Pro may be made without written approval of the City Manager.
6. Tennis Pro shall not charge personal toll telephone calls to the Town's telephone.
7. Tennis Pro shall work closely with the Park Program Manager and Holbrook-Palmer Park Foundation Secretary to facilitate proper participant enrollment and directly manage participant's transfers and refunds.
8. Marketing: Tennis Pro shall submit to the City Manager, no later than the 15<sup>th</sup> day of August, 2001, a written marketing plan for approval. This plan shall include specific goals, objectives, programs and activities designed to increase the following:
  - A. Sale of tennis keys.

- B. Revenues from individual and group tennis lessons offered by Tennis Pro and his employees, if any, at Holbrook-Palmer Park.
- C. Tennis member's use of, and revenue from the Town's tennis courts at Holbrook-Palmer Park.
- D. Tennis Program enhancements.

9. Registration:

- A. Tennis Pro will be responsible for conducting registration for Town-sponsored group lessons, tournaments, and mini-group participants through the normal Town registration procedures. The Park Program Manager will provide Tennis Pro with complete class lists prior to the start of each teaching session. Tennis Pro will not allow any person to participate in the program who is not registered through the Town's registration procedures; each participant must sign a Town indemnification/hold harmless agreement in order to play or participate in any tennis event or activity.
- B. Tennis Pro may cancel a class if minimum registration is not met.
- C. Tennis Pro shall be responsible for registration of all individuals taking any kind of private, semi-private, group lessons and clinics. Registration shall be done on a Town standard registration form with the participant's signature. Completed registration forms shall be submitted to Park Program Manager within one week of participant's registration, whenever practicable.

A monthly schedule listing all lessons shall be provided to the Park Program Manager by the fifteenth (Covering the 1<sup>st</sup> through 15<sup>th</sup>) and last day of each month (covering the 16<sup>th</sup> through last day of the month,) along with ten percent (10%) of the money collected for all lessons given by Tennis Pro.

Tennis Pro will not allow any person to participate in any tennis lessons unless said person has registered; each participant must sign a Town indemnification/hold harmless agreement in order to play or participate in any tennis event or activity. No person who does not have a tennis key can play on the Holbrook-Palmer Park tennis courts unless they are a guest of an Atherton Tennis Club Member, or they are engaging in activities and programs operated by the Tennis Pro.

- D. Payments for all semi-monthly tennis revenue (10% of gross revenue) shall be paid by check made payable to the "TOWN OF ATHERTON."



All lessons taught for the Atherton Tennis Club by Tennis Pro shall be given at Holbrook-Palmer Park, unless the City Manager gives prior approval.

7. **TENNIS PRO'S DAILY RESPONSIBILITIES -- TENNIS PRO SHALL FOLLOW THE DAILY RULES OF WORK LISTED BELOW:**

A. Promptness:

- Arrive at courts at least ten minutes before lesson time.
- If courts are wet, allow enough time to roll-dry all the puddles prior to lesson time.
- Stay on schedule so all lessons and meetings start and finish on time.

B. Opening and Closing:

- When opening, get out all carts, ball machines, and ball pick-up devices to be used that day.
- When closing, be sure all equipment is put away and storage facility door is locked.

C. Attire:

- Proper tennis attire shall be worn at all times, and includes tennis shoes, tennis shorts, tennis skirts, tennis dresses, collared tennis shirts, "classy" T-shirts, and tennis warm-ups, and does not include black-soled running shoes, running shorts, and swim suits.

D. Balls:

- Pick up balls and retrieve any that went over the fence (but not on Felton Gables Property) after each lesson, or at least at the end of teaching for the day.

8. **CLIENTS:**

All tennis class lists and records originally acquired through association with the Atherton Tennis Club shall remain the confidential property of the Atherton Tennis Club for the term of this agreement, regardless of location at which lesson is given, and shall not be used or taken by Tennis Pro for any other purpose other than for the sole use of the Atherton Tennis Club.

Atherton Tennis Club Members, followed by Atherton residents, shall have priority over non-members in registration for instruction.

Tennis Pro shall be responsible for the behavior of all participants in the Town's Tennis Instruction Program while in the tennis area. Tennis Pro shall ensure that all participants in the Town's Tennis Instruction Program comply with:

Club rules, including noise, regarding use of courts and other facilities.

**9. TENNIS PRO'S RATES AND FEE SCHEDULE:**

Hour	<u>Rates: (per hour):</u>	Private Lessons:	\$65.00	Per
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Clinics, tournaments and lessons of less than one hour shall be less than the hourly rate (pro rata).

**10. RESPONSIBILITIES OF TOWN --- TOWN SHALL BE RESPONSIBLE FOR:**

- A. Publication of all Town-sponsored tennis programs, clinics and events in brochures, the Atherton Tennis Club Newsletter, or in local newspapers.
- B. Maintenance of tennis courts, fencing, nets, wind screens, water fountains, shelters, benches, pathway landscaping, trees, ball machine, and electrical service affecting the Atherton Tennis Courts.
- C. Provide office space, desk, miscellaneous furniture, electricity, ball machine and use of Town photocopier, rollers and/or squeegees.
- D. Installation, maintenance and monthly fees associated with a telephone or pager, and for telephone answering machine or voice mail.

**11. PAYMENT BY TENNIS PRO: TENNIS PRO SHALL PAY THE TOWN TEN PERCENT (10%) OF HIS GROSS REVENUES ON THE FIFTEENTH AND LAST DAY OF EACH MONTH.**

Tennis Pro shall submit a record of all lessons, clinics, etc. taught or held, and include the names of each person, date of lesson, etc., and time expended for each lesson, amount charged/collected, with a summary sheet showing total hours taught and total (100%) of the money collected.

Tennis Pro shall include, with the above records, a check for ten percent (10%) of the total income made payable to: "Town of Atherton" and submit all information to the Holbrook-Palmer Park Program Manager at 150 Watkins Avenue, Main House, Atherton. Said payments shall be made on the fifteenth (for the period of the 1<sup>st</sup> through 15<sup>th</sup>,) and last day of each month (for the period of the 16<sup>th</sup> through last day of the month).

**12. AUDIT**

Once during each year of the term of this agreement, and at any one time in the year following the termination of this agreement, the City Manager may cause an audit of Tennis Pro's business within the Town, by an independent accountant selected by the

City Manager. If any monthly or annual statement of gross revenues submitted by Tennis Pro to the Park Program Manager is found to be more than ten percent (10%) less than the amount of Tennis Pro's actual gross revenue for the same period, Tennis Pro shall immediately pay to Town the cost of the audit plus ten percent (10%) of the difference together with interest thereon computed at the rate of ten percent (10%) per annum. Otherwise, the cost of the audit shall be paid by the Town.

**13. FORCE MAJEURE:**

If the facilities at Holbrook-Palmer Park are damaged or made unusable due to a natural disaster or causes beyond the control of the Town, both parties will be relieved of their mutual obligations under this Contract. When the affected facilities are again deemed to be useable by the City Manager, the contract will be considered to be resumed.

**14. PERFORMANCE REVIEWS:**

Tennis Pro shall be given an annual evaluation by May, 2002, by the City Manager, to review the performance of this agreement. Other reviews may be scheduled as agreed upon or as necessary by either party. Any notice given pursuant to this Agreement shall be considered complete upon hand delivery or three days after mailing, postage pre-paid as follows:

**TOWN:**

Ralph Freedman, Interim City Manager  
Town of Atherton  
91 Ashfield Road  
Atherton, CA 94027

**TENNIS PRO:**

Alan Margot  
325 M Sharon Park Dr.  
  
Menlo Park, CA 94025

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

By: \_\_\_\_\_  
Ralph Freedman  
Interim City Manager

Town of Atherton

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

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

Alan Margot  
Tennis Professional



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: RALPH FREEDMAN, INTERIM CITY MANAGER**

**DATE: FOR THE MEETING OF JUNE 13, 2001**

**SUBJECT: LIGHTING IMPROVEMENTS AT THE ATHERTON LIBRARY**

#### **RECOMMENDATION:**

Approve the use of donor city monies to improve the lighting at the Atherton Library.

#### **INTRODUCTION:**

The need for improvements to the lighting at the Atherton Library is detailed in the letter that was sent to me by Thom Ball, the Branch Manager of the Atherton Library. Despite the improvements that were made to the library last year, there is the need to improve the lighting in certain areas.

#### **ANALYSIS:**

The improvements that are needed are based upon estimates that have been made by electricians from San Mateo County. The County Library System has a long-standing contract for electrical work of this type with San Mateo County.

#### **FISCAL IMPACT:**

The cost of the materials and the labor for these improvements is \$1,282 to install track lighting that matches the lighting that is in the library. There will be no fiscal impact to the Town, since the funds for this project would come from the Atherton's donor city monies. In the past, all requests to utilize these monies have been presented to the City Council for their approval.

**Item No. 10**



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**DATE: FOR THE MEETING OF JUNE 13, 2001**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
INTERIM CITY MANAGER, RALPH FREEDMAN**

**FROM: CLIFF TEMPS, PUBLIC WORKS DIRECTOR**

**SUBJECT: APPROVAL OF DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
PROGRAM AND GOAL FOR FEDERAL FISCAL YEAR 2000/2001**

### RECOMMENDATION

Pass a motion to approve the Disadvantaged Business Enterprise Program and goal for Federal Fiscal Year 2000/2001.

### INTRODUCTION

Atherton has been awarded Federal funds in the amount of \$1,147,000 for the rehabilitation of a substantial part of Middlefield Road. A condition of the grant is the Town's adoption of a Disadvantaged Business Enterprise Program, applicable to all Federal Department of Transportation assisted contracts. This requirement has recently been extended to apply to FEMA disaster money the Town may become eligible to receive in the future. The plan that is attached was developed to satisfy the Federal requirement. It has been reviewed and approved by Caltrans, which is responsible for Statewide administration of the program.

### ANALYSIS

The DBE goal established for Federal Fiscal Year (FFY) 2000/2001 is 5 percent. The methodology used to arrive at this figure is outlined in the last section of the program document. A new analysis will be required for each Federal Fiscal Year. The process for FFY 2001/2002, which starts in October, is already underway. The FFY 2000/2001 figure will apply to the Middlefield Road design contract that Staff expects to recommend awarding at the June 20, 2001 Council meeting. The FFY 2001/2002 figure, which isn't expected to change, will apply to the project's construction contract. To maintain eligibility for FEMA funding, the goal review and adoption process will become an annual activity.

**FISCAL IMPACT**

The 5 percent goal is a target. Any contractor hired to perform Federally assisted work for the Town, must demonstrate good faith effort to achieve or exceed that goal. This isn't expected to present any problem or to affect costs. The consulting firm most likely to be awarded the contract for designing Middlefield Road Rehabilitation plans to work with a highly qualified pavement testing and design sub-consultant, whose work will represent substantially more than 5 percent of the total amount that will be paid under the contract.

**CONCLUSION**

A notice of the DBE program, inviting comments, was published as required by law. The 45-day comment period has passed, and no comments were received. The Council is now free to adopt the program.

Respectfully submitted:

Reviewed/Approved:

/s/Cliff Temps  
Public Works Director

/s/Ralph Freedman  
Interim City Manager

Attachments:            Disadvantaged Business Enterprise Program



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: RALPH FREEDMAN, INTERIM CITY MANAGER**

**DATE: FOR THE MEETING OF JUNE 13, 2001**

**SUBJECT: HOLBROOK-PALMER PARK PLAYGROUND - REPLACEMENT OF EQUIPMENT AND EXPANSION OF THE PLAYGROUND AREA**

#### **RECOMMENDATION:**

Approve the modifications to the Holbrook-Palmer Playground Project that was originally approved by the City Council in January, 2001.

#### **INTRODUCTION:**

The Park and Recreation Commission approved the original playground proposal at their January 3<sup>rd</sup> meeting by a vote of 6-0-1, and recommended acceptance by the City Council. The City Council approved this request in January, which included 4,000 square feet for the playground areas and 2,600 square feet for picnic, patio, and plantings. The City Council at that time indicated that the Playground Project final plans would need final approval by the Park & Recreation Commission.

Over the past several months, Michelle Dollinger, Dorothea Collins, and Alison Ross have made presentations to the Park and Recreation Commission on various facets of this project. As planning continued on the siting alternatives and concepts, the size of the playground area increased beyond what was approved by the Park & Recreation Commission and the City Council.

At the June 6<sup>th</sup> meeting of the Park & Recreation Commission, Michelle Dollinger and Alison Ross presented two alternative plans for the Commission's consideration. Ms. Dollinger and Ms. Ross indicated that they favored Option "B" because it included a larger play structure for the older kids, and all of the swings were in one location. They also asked

the Commission to allow for the Sand and Water Play Area to be increased to 300 square feet, and for four (4) shade trees. These additional requests would increase the project size to 6,600 square feet.

In May, the Commission had approved a reallocation of the 6,600 square feet to allow 4,400 square feet of playground areas, and 2,200 square feet of picnic, patio, and plantings. At the June 6<sup>th</sup> meeting, the Commission unanimously approved (7-0) Option "B" with approval for the added square footage for the Sand Play Area and the four (4) trees. The final playground area with all of its components, was not to exceed 6,600 square feet. Copies of the modified proposal are attached to this Staff Report.

**ANALYSIS:**

This project will address the inadequacy of the existing playground as it relates to ADA standards, distance between the pieces of equipment, materials under the equipment, separation of equipment based upon age groupings, state of the art equipment, etc. The increase in the playground space size is due to the fact that the playground equipment will be segregated by age groupings, the need for better spacing between playground equipment for safety reasons, and the allocation of space for picnic and seating areas.

**FISCAL IMPACT:**

There will be no fiscal impact to the Town because the Playground Committee has raised over \$300,000 to fund the proposed improvements. There will be increased maintenance costs associated with the new playground, but the liability exposure to the Town will be greatly reduced.



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**DATE: FOR THE MEETING OF JUNE 13, 2001**

**SUBJECT: FISCAL YEAR 2000-2001 BUDGET ADJUSTMENTS**

#### RECOMMENDATION:

Approve adjustments to the fiscal year 2000-2001 budget.

#### INTRODUCTION:

A review of expenditures for the current fiscal year shows certain transactions approved by the City Council have not included corresponding actions to adjust the approved budget. This agenda item tries to identify areas where these budget adjustments are needed in order to align the current year budget and actual figures.

#### ANALYSIS:

1. State COPS Grant \$100,000

The Town received \$100,000 from the State. The City Council took action to hire two police officers from these funds.

2. Special Election June 5, 2001 \$15,000

The City Council took action to hold this election.

3. Town Contribution to Colley Reward \$25,000

The City Council committed \$25,000 to this purpose.

4. Legal Settlement \$32,000

The City Council agreed to pay \$33,200 in settlement of a lawsuit.

5. Vehicle for Public Works Superintendent \$18,000

This fund is supported by charges to departments of \$143,000 annually. This action would increase the vehicles budget from \$83,600 to \$101,600.

6. Interim City Manager Contract \$15,000

The City Council approved adjustments to the Interim City Manager contract.

7. City Manager House Repairs \$26,000

This item covers various repairs over the last year per the Interim City Manager contract.

8. City Manager Recruitment \$4,700

The City Council hired a consultant to assist in the recruitment for the new City Manager.

9. Walsh Road Bridge \$145,000

This is the second year of this project, which is entirely reimbursable by the Federal Emergency Management Agency (FEMA)

10. Animal Control Services \$83,000

City Council approved the contract with San Mateo County.

11. Park Playground \$20,000

Planning for this project is now underway, and funds for this project will be coming from donations by residents.

12. Compensation Adjustments \$340,000

The adopted budget contains an item for anticipated compensation adjustments. This action would allocate that budget to separate departmental salaries.

**FISCAL IMPACT:**

A list of the impact by fund, account and program is attached. In the General Fund the total increase is \$142,700, which will be taken from contingency.

Prepared by:

Approved by:

/s/Bill Yeomans  
Interim Finance Director

/s/Ralph Freedman  
Interim City Manager

**Fiscal Year 2000-01 Budget  
Increases**

Police Grant- State	209-40-3001-141	\$ 100,000
CM House	401-00-3122-403	26,000
Election	101-12-3351-122	15,000
Truck for PW Superintendent	610-18-3512-184	18,000
Park Playground Project	404-00-3165-515	20,000
City Share of Colley Reward Settlement	transfer from fund 101 to 727 612-18-3322-183	25,000 32,000
Animal Control Services	101-40-3165-140	83,000
CM Contract Adjustment	101-12-3001-121	15,000
CM	101-11-3615-000	4,700
Recruitment Walsh Road Bridge	203-00-3165-231	145,000
	Total	\$ 483,700

Impact by Fund	from Contingency	101	\$ 142,700
	from Grant	209	100,000
	from Vehicle Fund	610	18,000
	from Capital Improvements	401	26,000
	from Playground Donations	404	20,000
	from Insurance Fund	612	32,000
	from FEMA	203	145,000
	Total		\$ 483,700

**Allocation of Compensation  
Adjustment**

Police	Administration	101-40-3001-140	\$ 23,207
	Patrol	101-40-3001-141	127,793
	Dispatch	101-40-3001-143	26,288
	Investigations	101-40-3001-142	9,091
City Manager	Administration	101-12-3001-121	9,649
	Personnel	101-12-3001-123	5,376
	City Clerk	101-12-3001-122	6,488
Public Works	Traffic	101-50-3001-550	4,698
	Capital Projects	101-50-3001-551	3,066
	Permits	101-50-3001-552	5,519
	Trees	101-50-3001-553	2,825

	Weeds	101-50-3001-554	4,139
	Streets	101-50-3001-555	12,067
	Drains	101-50-3001-556	6,525
	Parks	101-50-3001-557	13,726
	Parks Programs	101-50-3001-558	12,997
	Buildings	101-50-3001-559	2,825
Building	Building	101-25-3001-125	32,989
	Planning	101-25-3001-126	2,121
Finance	Finance	101-18-3001-181	28,611
	Total	from Compensation Adjustment	\$ 340,000



Town of Atherton

## **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
INTERIM CITY MANAGER, RALPH FREEDMAN**

**FROM: CLIFF TEMPS, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF JUNE 13, 2001**

**SUBJECT: AUTHORIZATION OF VALPARAISO CORRIDOR STUDY TO BE  
CONDUCTED JOINTLY WITH CITY OF MENLO PARK**

### **RECOMMENDATION**

Approve the scope of work for the Valparaiso Corridor Study, authorize staff to work with Menlo Park Staff to select a consultant to perform the Study, and authorize the expenditure of up to \$35,000 toward the consultant contract for the Study. The authorizations will be contingent upon the City of Menlo Park's timely concurrent approval of same.

### **INTRODUCTION**

As the result of the Town of Atherton's approval of a new driveway on the Sacred Heart property connecting to Valparaiso Avenue opposite Arbor Drive. Menlo Park Officials received considerable negative feedback from citizens on Arbor Drive. Atherton Staff proposed to Menlo Park Staff the possibility of looking globally at the Valparaiso Corridor, rather than continue to look at projects on Valparaiso individually. The proposal is for both communities to jointly conduct a Corridor Study. The Study is viewed as a means of addressing traffic and development issues affecting this boundary area between the two communities. Menlo Park and Atherton Staffs have worked together to develop the attached work scope for such a joint Study.

### **ANALYSIS**

Subsequent to discussions concerning the Sacred Heart driveway, Sacred Heart has circulated a draft institutional master plan that considers, among other items, the possibility of

increasing enrollment at the high school from the current 965 to about 1250 students, construction of a 650 seat performing arts facility and construction of a running track, stadium seating and field house facility at the football field. Also, Menlo College and Menlo School are becoming entirely separate corporate entities, an event which presages revision of facilities within those campuses. Menlo College is also understood to be likely to seek increased enrollment. Menlo Park Staff has indicated a willingness to consider installing a traffic signal at the University-Valparaiso intersection, if found warranted in an impartial study, and has expressed hope that Atherton will be willing to consider alternatives to the already approved Sacred Heart driveway to Valparaiso at Arbor, provided that the alternatives afford at least as much traffic relief to Emilie Avenue as the already approved driveway. The Scope of Study work also includes consideration of traffic calming and congestion relief measures that could improve conditions on Valparaiso and the impacts of such measures on local streets that might become alternative routes.

Sacred Heart has proceeded with having its engineer prepare plans for the driveway connection to Valparaiso, opposite Arbor, and would be in a position to build the driveway this summer. The school has temporarily put starting work on hold, until they learn if the Atherton City Council accepts or rejects participating in the Study.

### **FINANCIAL IMPACT**

Menlo Park Staff estimates that the Study Scope can be completed for a price on the order of \$70,000. Informal discussion with some of the schools in the corridor suggests a willingness on their part to financially participate in the Study. Any contribution from schools in Atherton would reduce Atherton's contribution. Hence, Atherton's maximum financial participation in the Study is not expected to exceed \$35,000 and may be less.

### **CONCLUSION**

The proposed Study would be a positive step in resolving Valparaiso-related frictions between Atherton and Menlo Park and would assist both public agencies and the schools in assessing impacts and identifying possible mitigations relating to future school expansions. If both cities and the schools are inclined to take a coordinated look at corridor wide traffic relief possibilities, this would be an opportune time to do so.

Respectfully submitted:

Reviewed/Approved

*/s/Cliff Temps*  
Public Works Director

*/s/Ralph Freedman*  
Interim City Manager

### **ATTACHMENTS**

Valparaiso Corridor Study Scope of Work

## **Valparaiso Corridor Study**

The work scope Valparaiso Corridor study is a joint effort by the Town of Atherton and the City of Menlo Park to resolve traffic circulation issues that affect both communities. The study focuses on Valparaiso Avenue, which forms the border between the two jurisdictions, but also includes intersecting streets, generally in the area between Park Avenue in Atherton and Santa Cruz Avenue in Menlo Park. Among the concerns are brief concentrations of traffic and consequent congestion at the assembly and dismissal times of the five schools in the corridor, perception of increasing thru traffic use in the corridor, concerns for bicyclist and pedestrian safety, concerns about traffic speed, concerns about difficulty in exiting residential driveways at busy times, and concerns about traffic impacts on the quality of the residential environment.

### **Conduct Traffic Counts, Traffic Speed Surveys and Intersection Turning Counts**

The City of Menlo Park has initiated counts and speed studies. Supplement data collected by the City as necessary including am and pm data. At key locations impacted by school traffic, pm counts should be taken at dismissal hour rather than pm commute period. Among the analysis to be conducted, to the extent practical from available before-and-after traffic counts, consider whether trial implementation of San Mateo County's Alameda de las Pulgas Streetscape Plan has diverted significant amounts of daily or peak period traffic to Valparaiso Avenue or to local streets in the Valparaiso corridor.

### **Evaluate Schools' Contributions To Corridor Traffic Needs**

Obtain enrollments, times of operations, student, faculty and staff residence distributions, transportation modal data, institutional plans, access/circulation/parking and other transportation needs and characteristics of current traffic management and TDM efforts for Sacred Heart, St. Josephs, Menlo College, Menlo School, and St. Raymonds. Observe operational characteristics of traffic during assembly and dismissal periods.

### **Identify and Evaluate Access/Circulation Improvement Alternatives For Each School**

Observe operations and suggest physical and operational improvements (including conceptual engineering sketches) for each school's access/egress points to bounding public streets. Consider future development plans of the schools and general future traffic growth (see note below re available traffic forecast) in developing recommendations. Considering internal circulation alternatives for the school campuses is **not** included in the work scope except in the case of the Sacred Heart campus, although the Consultant would be expected to consider the external consequences of internal circulation or parking revisions the schools themselves may currently propose. For the Sacred Heart campus, evaluate whether there are feasible alternative circulation arrangements that could provide traffic relief to Emilie Avenue at least equivalent to that offered by the approved driveway from the Montessori School to Valparaiso at Arbor and that are acceptable to the school and Menlo Park

neighbors. Determine whether the schools are individually taken appropriate TDM actions and whether there are joint TDM approaches that could have synergistic effects.

#### **Evaluate Traffic Safety Record And Safety Improvement Needs**

Review traffic accident records for the corridor. If high accident concentrations or patterns exist, suggest countermeasures. Otherwise, use the accident information as background input to the other analyses undertaken herein. The City of Menlo Park is able to provide accident data since 1996 in *Intersection Magic* output for purposes of this analysis. The Town of Atherton is able to provide accident data in **SWITRS** format.

#### **Evaluate Intersection Operations**

Evaluate intersection LOS using TRAFFIX-based 1997 Highway Capacity Manual procedures. Add professional observation of operational problem causes and recommendations for remedies.

#### **Evaluate Signal Warrants at University – Valparaiso Intersection**

Conduct a signal warrant study for this location. Include consideration of school dismissal periods as well as commute peak hours.

#### **Evaluate Traffic Calming Needs and Alternatives –Local Streets**

This evaluation would focus on local streets north and south of Valparaiso that may be impacted by school access/egress traffic or traffic avoiding congestion points along Valparaiso. The emphasis would be on measures that engender responsible driving behavior and may possibly discourage unnecessary through traffic rather than on devices that positively divert traffic. Also consider whether there is justification for and practical possibility of providing some measure of traffic calming on Valparaiso, recognizing that this street is classified an arterial in Atherton and a collector in Menlo Park.

#### **Evaluate Valparaiso-El Camino Intersection**

The concern here is that, with the long signal cycle at El Camino and the prevailing traffic levels on Valparaiso, traffic queues build past the intersection with Victoria Drive. The queues make it difficult to get in and out of Victoria. In addition, there is a somewhat transition of the eastbound bike lane from a curbside positioning to a positioning between the right turn and through lanes. This transitioning takes place within the segment where traffic commonly queues during peaks. Some members of the public perceive the transitioning alignment as awkward although the more significant concern may be traffic that uses the bike lane to bypass the queue of through and left turn vehicles to access the right turn lane. Some of the public also perceive left turns into and out of a video store driveway as a cause of congestion, although this may be a case of blaming the congestion caused by fundamental capacity deficiency on an incidental nuisance factor.

The City of Menlo Park and Caltrans are jointly undertaking a study of *adaptive signal control* along El Camino Real including its intersection with Valparaiso. That study will determine if signal timing changes that would reduce the congestion and queues on Valparaiso are feasible. The task for the corridor study is to determine if there are possible changed lane alignments or related operational matters that would produce less operational conflicts.

### **Consider Future Traffic Forecasts**

Menlo Park has a current TRANPLAN forecast that considers development of its General Plan to year 2020. Consider the implications of future traffic as forecast by the City on all of the foregoing.

### **Participant Input, Public Input and Study Presentations**

- Meet individually or in small groups with public officials in both jurisdictions, officials of the five schools and neighborhood leaders from both communities to gain initial input and concerns.
- Conduct a public meeting noticed in both communities as a general forum for initial public input. Consultant participants at this meeting should include a skilled meeting facilitator.
- Meet with officials of the Menlo Fire Protection District to invite initial input to the planning and again to obtain comment on preliminary findings and recommendations.
- Present preliminary findings and recommendations at a joint meeting which will be noticed as a public hearing of the Atherton Council Transportation Committee and the Menlo Park Transportation Commission, to give the public and the Commission the opportunity to comment on and influence study results. The Committee/Commission will take responsibility for facilitation of this meeting. Present final findings and recommendations to a joint session of the two Councils.
- Individual neighborhood traffic calming proposals may require focused meetings. The scope and extent of these meetings will be specified as the location and nature of proposed calming programs becomes evident.

### **Report**

Prepare final report summarizing analyses and recommendations.

### **Conduct Through Traffic Surveys**

The Cities have considered the possibility of conducting license plate matching surveys to identify through traffic in the Valparaiso corridor for the am, pm and school dismissal peaks.

However, the number of stations that would have to be observed makes it seem impractical to survey the full range of movement patterns through the corridor. On a more limited survey of through trips between Alameda de las Pulgas and El Camino Real, the possibility of counting as through trips those vehicles that stop to pick-up or drop-off students at one of the schools in the corridor makes the value of data collected by such a survey questionable. That is true unless data for license plate matches qualify as representing through trips can be compiled by quite brief "time windows" that are short enough to distinguish between vehicles traveling through at commonplace driving times between the survey stations versus those that take a moment or two more to pause and pick-up or drop-off a student at one of the schools.

The consultant is requested to consider whether there is a practical approach to collecting through traffic data and, if convinced that is the case, to propose a through traffic survey as an optional task.



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: RALPH FREEDMAN, INTERIM CITY MANAGER**

**DATE: FOR THE MEETING OF JUNE 13, 2001**

**SUBJECT: CONSIDER MODIFICATION TO ALARM FEES FOR FISCAL YEAR 2001-02**

#### RECOMMENDATION:

Consider the modification of the Alarm Fee per the alternatives presented below, or retain the fee structure in its current form.

#### INTRODUCTION:

At the City Council meeting of May 16<sup>th</sup>, I presented an overview of the number of false alarms received, charged, and cancelled over the past five years. I also presented three alternatives to the present alarm fee system: (1) charge for all false alarms; (2) the "Hillsborough Model"; and (3) a blended system. As requested, provided here is more detailed information regarding the number of false alarm calls received per residence.

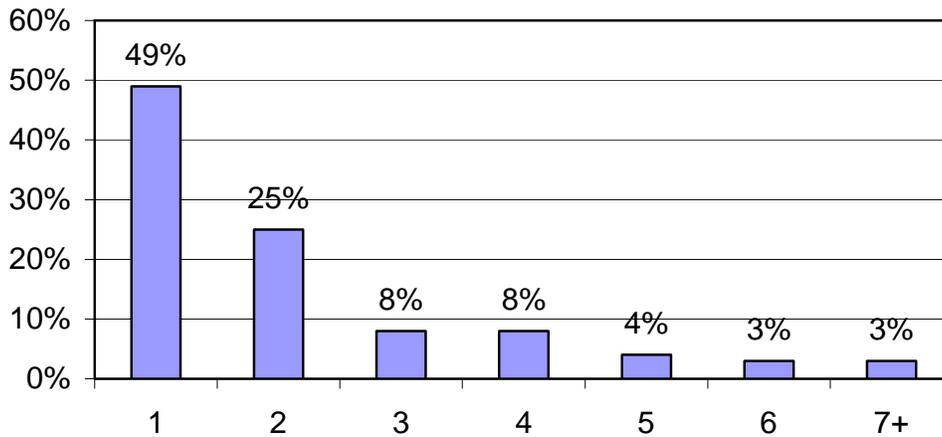
#### ANALYSIS:

Due to the limitations of the computer system, which captures alarm call information, we are not able to produce a comprehensive report of all alarm calls received. Staff has taken the data, which was available for the Calendar Year 1999, and used it as an example of the range of the number of repetitive false alarm calls received per residence.

1999 Sample Data of 747 Calls  
(Out of a total of 2,399 Alarm Calls for 1999)

Number of Alarm Calls at the Same Address	Number of Addresses	Percentage
1	183	49%
2	96	25%
3	32	8%
4	30	8%
5	17	4%
6	10	3%
7+	11	3%

Percentage of Multiple Alarm Calls at the Same Address



Using the 1999 sample data of 747 alarm calls, 51% of these were “first time calls” that year, and 49% were second through seventh calls from the same address.

***CURRENT SYSTEM***

Under the current system which allows for the first three false alarm calls at no charge, approximately 82% of alarm calls are “free” (adding the first, second, and third calls from the sample data). Thus, the remaining 18% of calls constitute the “fourth-plus” false alarm call, which are billed at \$50 per call. The average number of false alarm calls received for

calendar years 1997 through 2000 was approximately 2,500 per year. Assuming that approximately 18% of these were "fourth-plus" calls, this amounts to approximately 450 calls per year that represent the fourth, fifth, sixth, seventh, etc., call to the same residence. Charging these 450 calls at \$50 per call would generate \$22,500 per year.

At this time, it is estimated that approximately 700-750 addresses have a direct alarm connection to the Police Department. Each of these property owners is currently charged an annual \$300 alarm assessment. We have projected that the current assessment method will generate approximately \$200,000 in this fiscal year. With the proposed improvements to our monitoring equipment, there is the potential for increasing the number of homes that are directly connected to the Dispatch Center.

### ***CHARGE FOR ALL FALSE ALARMS***

Over the past four (4) calendar years, 1997-2000, the Dispatch Center has received an average of 2,500 false alarms per year. Of this number, an average of approximately 655 calls were cancelled prior to the police arriving at the residence. These cancelled calls are considered a false alarm for billing purposes. If you subtract these cancelled calls from the total number of calls, the four year average would be 1845 false alarm calls per year. If the Town were to assess a \$50 charge for each of these calls, the Town would generate \$92,250 each year based upon historical figures. This method charges everyone in Town with a charge based upon their need for police response.

### ***"HILLSBOROUGH MODEL"***

Under this model, all homeowners with an alarm system pay a permit fee of \$60 per year. Homeowners get two free false alarms, and then they pay \$100 per false alarm for the next three (3) calls, and \$200 per false alarm thereafter. Utilizing our historical data and our sample data cited above, I estimate the following:

Permit Fee Revenue (1250 @ \$60/each)	\$75,000
False Alarm Revenue (per formula)	\$59,000
<b>TOTAL</b>	<b>\$134,000</b>

The cost for false alarms under these numbers is considerably higher than the historical assessments for false alarms in Atherton.

### ***BLENDED MODEL***

Under this model, I would propose a permit fee of \$25 to \$50 for all homeowners with an alarm system, and \$50 for all false alarms. Using the data previously presented, I estimate the following:

Permit Fee Revenue (1250 @ \$25 to \$50/each)	\$31,250 to \$62,500
-----------------------------------------------	----------------------

False Alarm Revenue (1845 @ \$50/each)	\$92,250
TOTAL	\$123,500 to \$154,750

**FISCAL IMPACT:**

There are negative financial consequences if the Town modifies the current fee structure for any of the alternatives cited above. There are pros and cons of each alternative, and impacts on the proposed FY 2001/02 Budget if the City Council modifies the current fee structure.



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**DATE: CITY COUNCIL MEETING OF JUNE 13, 2001**

**SUBJECT: RATIFICATION OF AGREEMENT FOR LEGAL SERVICES  
Tax Opinion - Atherton City Manager's Residence**

### RECOMMENDATION:

It is recommended that the City Council authorize the Mayor to execute, on behalf of the Town of Atherton, a retainer agreement with the law firm of Coblenz, Patch, Duffy & Bass, LLP, Attorneys at Law, for the services of William T. Hutton, Esq.

### ANALYSIS:

Mr. Hutton has provided an opinion regarding the tax consequences of occupancy by the Atherton City Manager of the house located in Holbrook-Palmer Park. Mr. Hutton concludes that the past practice of the Town regarding the occupancy of the house by city managers in context with the provisions of the Will of Olive H. Palmer and their duties as required by the Town is such that the fair rental value of that residence, including utilities and ancillary services, is properly excluded from the City Manager's federal gross income. A similar result is obtained with respect to California tax law.

The attached agreement for services has been executed on behalf of Coblenz, Patch, Duffy & Bass, LLP. It is appropriate for this agreement to be executed by the Mayor on behalf of the Town.

### FISCAL IMPACT:

Payment for services rendered which will be the subject of an invoice to be received.