



CITY COUNCIL MEETING

TUESDAY, NOVEMBER 24, 2020 – 7:00 P.M. – 11:00 PM

Please Note: Per California Executive Order N-29-20, the City Council will meet Telephone/Video Conference only.

Members of the Public may join and participate in the Council meeting at <https://webinar.ringcentral.com/j/1486027656>

TO LISTEN to the City Council Meeting, members of the public may call 1-650-242-4929 (Meeting ID: *148 602 7656*). Please note that members of the public who call in using the telephone number will **NOT** be able to provide public comments.

TO COMMENT DURING THE MEETING members of the public will need to join the meeting using the above link and have a working microphone on their device. To request to speak please use the “Raise hand” feature located at the bottom of the screen. Public testimony will be taken at the direction of the Mayor and members of the public may only comment during times allotted for public comments.

TO SUBMIT WRITTEN COMMENTS, prior to the meeting, on matters listed on the agenda email PublicComment@losaltosca.gov with the subject line in the following format:

PUBLIC COMMENT AGENDA ITEM ## - MEETING DATE.

Correspondence must be received by 2:00 p.m. on the day of the meeting to ensure it can be distributed prior to the meeting. Emails received prior to the meeting will be included in the public record. [Please follow this link for more information on submitting written comments.](#)

CALL MEETING TO ORDER

REPORT ON CLOSED SESSION

ESTABLISH QUORUM

SPECIAL ITEMS

- Proclamation in honor and memory of Maria Gonzalez, owner of longtime Los Altos business, Tom’s Depot
- Proclamation declaring November as Lung Cancer Awareness Month in Los Altos

CHANGES TO THE ORDER OF THE AGENDA

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Members of the audience may bring to the Council's attention any item that is not on the agenda. Speakers are generally given two or three minutes, at the discretion of the Mayor. Please be advised that, by law, the City Council is unable to discuss or take action on issues presented during the Public Comment Period. According to State Law (also known as “the Brown Act”) items must first be noticed on the agenda before any discussion or action.

CONSENT CALENDAR

These items will be considered by one motion unless any member of the Council or audience wishes to remove an item for discussion. Any item removed from the Consent Calendar for discussion will be handled at the discretion of the Mayor.

1. Council Minutes: Approve the Minutes of the November 10, 2020, 2020 Regular Meeting and amended minutes of the October 27, 2020 Regular Meeting. (A. Chelemengos)
2. Quarterly Investment Portfolio Report: Receive the Investment Portfolio Report through September 30, 2020. (T. Dang)
3. Professional Service Agreement for Fremont Avenue Pedestrian Bridge Re-habilitation Project, TS-01055: Authorize the City Manager to execute a professional services agreement between City of Los Altos and Dewberry Engineers, Inc., with the amount not to exceed \$193,234.00 for design, bidding and construction support, construction inspection, and optional engineering and arborist services for unforeseen conditions for CIP project TS-01055. (K. Kim)
4. Los Altos Debt Policy: Adopt Resolution No. 2020-39 Approving Revised Debt Management Policy In Compliance With SB 1029 (S. Etman)
5. Resolution No. 2020-35: Adopt Resolution No. 2020-35 approving a Cost of Living Adjustment for Regular, Full-time, Non-Represented, Management and Executive Staff (C. Jordan)
6. Police Records Management System (RMS): Approve additional funding of \$187,028.58 to the original CIP and approve the use of \$350,000 from the IT reserve (Technology Fund) to fund the RMS project and approval for a one-time additional budget of \$27,505.15 from the Technology Fund. (J. Maloney)
7. Subdivision Improvement Agreement - Final Map Approval – 425 First Street Authorize the City Manager to execute the Subdivision Improvement Agreement and move to approve the Final Map for Tract Map #10544 425 First Street (V.Chen)
8. City Manager Separation Agreement – Appointment of Acting City Manager: Approve Separation Agreement and General Release between the City of Los Altos and City Manager Chris Jordan and Appoint Deputy City Manager Jon Maginot as Acting City Manager

PUBLIC HEARINGS -None

DISCUSSION ITEMS

9. Policing Task Force Final Report and Recommendations: Receive the final recommendations from the Citizens' Police Task Force and discuss next steps to further Task Force members, stakeholders and the community in analyzing the recommendations (J. Maginot)
10. Bocce Ball/Grant Park Master Plan: Acknowledge offer of \$20,000 from the Los Altos Legacies and \$20,000 from the Rotary Endowment Fund to build two bocce ball courts in Grant Park and direct staff to send a letter to the donors deferring a decision to accept or not accept the donation after Grant Park priorities have been identified through a comprehensive public outreach process and authorize staff to proceed with engaging a landscape architect to work with staff and the PARC Grant Park Master Plan Subcommittee to coordinate the public process and a site specific Master Plan for Grant Park per the recommendations of the Parks and Recreation and Senior Commissions. (D. Legge)

INFORMATIONAL ITEMS ONLY

- Copy of Letter to be sent by Los Altos to ABAG regarding RHNA process
- Climate Action Plan Update Consultant Selection and Planned Schedule

- Community Center Monthly Report (October)
- Tentative Council Calendar

COUNCIL/STAFF REPORTS AND DIRECTIONS ON FUTURE AGENDA ITEMS

- Status Report From Council Ad Hoc Subcommittee Regarding Reporting Of City Financial Information (Council Members Bruins and Enander)

ADJOURNMENT – 11:00 PM

(Council Norms: It will be the custom to have a recess at approximately 9:00 p.m. Prior to the recess, the Mayor shall announce whether any items will be carried over to the next meeting. The established hour after which no new items will be started is 11:00 p.m. Remaining items, however, may be considered by consensus of the Council.)

SPECIAL NOTICES TO THE PUBLIC

In compliance with the Americans with Disabilities Act, the City of Los Altos will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Clerk 72 hours prior to the meeting at (650) 947-2610.

Agendas, Staff Reports and some associated documents for City Council items may be viewed on the Internet at <http://www.losaltosca.gov/citycouncil/online/index.html>.

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, and that are distributed to a majority of the legislative body, will be available for public inspection at the Office of the City Clerk's Office, City of Los Altos, located at One North San Antonio Road, Los Altos, California at the same time that the public records are distributed or made available to the legislative body. If you wish to provide written materials, please provide the City Clerk with **10 copies** of any document that you would like to submit to the City Council for the public record.



Proclamation
Of the Mayor
Of the City of Los Altos, California

WHEREAS, lung cancer is the leading cause of cancer death among men and women in the United States and in Los Altos in 2020, accounting for more deaths than colon cancer, breast cancer, and prostate cancer combined;

WHEREAS, according to the CDC, there were 130 new lung cancer cases and 509 deaths because of lung cancer between 2013 and 2017 in Santa Clara County;

WHEREAS, the 5-year survival rate for localized lung cancer is ~59%, yet only ~17% of lung cancers are diagnosed at this stage;

WHEREAS, screening for lung cancer for high-risk individuals using low-dose computed tomography can lead to the earlier detection of lung cancer and save lives, reducing the mortality by 20% when compared to screening by chest x-ray in the National Lung Screening Trial and reducing the risk of death at 10 years by 24% in men and 33% in women as demonstrated by another large randomized trial;

WHEREAS, funding for lung cancer research trails far behind funding for research of many other cancers, and additional research is needed in early diagnosis, screening, and treatment for lung cancer as well as in lung cancer affecting women and lung cancer health disparities;

WHEREAS, women diagnosed with lung cancer are more likely to be younger and never-smokers, lung cancer incidence and mortality rates in women are rising relative to men, more women die from lung cancer than breast cancer every year and by 2035, it is expected that more women will die from lung cancer than men;

WHEREAS, organizations working in the Los Altos community, such as the American Lung Cancer Screening Initiative and Women's Lung Cancer Forum, are committed to educating about lung cancer and lung cancer screening and working to increase lung cancer screening rates in Los Altos.

THEREFORE, I, Mayor Janis C. Pepper, and the Los Altos City Council do hereby proclaim November as Lung Cancer Awareness Month in Los Altos, and recognize the need for research in lung cancer affecting women and lung cancer health disparities, and encourage all citizens, to learn about lung cancer and early detection through lung cancer screening.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Los Altos this 24th day of November 2020.

Janis C. Pepper, MAYOR



**AMENDED MINUTES OF THE REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF LOS ALTOS
TUESDAY, OCTOBER 27, 2020
HELD VIA VIDEO/TELECONFERENCE**

MEETING CALLED TO ORDER

At 7:20 p.m., Mayor Pepper called the meeting to order.

ESTABLISH QUORUM

Present: Mayor Pepper, Vice Mayor Fligor, Council Members Bruins, Enander and Lee Eng
Absent: None

REPORT ON CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: *California Renters Legal Advocacy and Education Fund, San Francisco Bay Area Renters Federation, Victoria Fierve, and Sonja Trauss v. City of Los Altos, et al. Sixth District Court of Appeal Case No HO48270, County of Santa Clara Case No. 19CV350422*
2. Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: *40 Main LLC v City of Los Altos et al. Sixth District Court of Appeal, Case Number H048270 County of Santa Clara Case No. 19CV349845*
3. Conference with Labor Negotiators
Pursuant to Government Code Section 54957.6(a)
Employee organization: Los Altos Municipal Employee Association (LAMEA)
4. Conference with Labor Negotiators
Pursuant to Government Code Section 54957.6(a)
Employee organization: The Los Altos Police Officers Association (LAPOA)

Mayor Pepper reported that the City Council met in closed session prior to this meeting. She stated that there was no action taken and nothing to report.

CHANGES TO THE ORDER OF THE AGENDA

Council Member Bruins moved to removed Item # 3 *Contract Amendment No. 2 to the Agreement between the City of Los Altos and NOVA* from the Consent a Calendar and consider the matter in conjunction with Item #10 *Contract Amendment No. 4 to the Agreement with between the City and Noll & Tam Architects* immediately following agenda Item #8. The motion was seconded by Council Member Enander and the motion passed 5-0 with the following roll call vote:

AYES: Council Members Bruins, Enander, Lee Eng, Vice Mayor Fligor, and Mayor Pepper.
NOES: None
ABSENT: None
ABSTAIN: None

SPECIAL ITEMS

- A. Commission Appointments: Appoint individuals to fill vacancies on the Complete Streets Commission, Historical Commission, and Planning Commission. (A. Chelemengos)

Complete Streets Commission

Council Member Bruins moved to appoint Tom Gschneider to the Complete Streets Commission for a term ending March 31, 2022. The motion was seconded by Council Member Lee Eng and the motion passed 5-0 with the following roll call vote:

AYES: Council Members Bruins, Enander, Lee Eng, Vice Mayor Fligor, and Mayor Pepper.
NOES: None
ABSENT: None
ABSTAIN: None

Planning Commission.

Vice Mayor Fligor moved to appoint Susan Mensinger to the Planning Commission for a term ending September 30, 2024. The motion was seconded by Council Member Enander and the motion passed 5-0 with the following roll call vote:

AYES: Council Members Bruins, Enander, Lee Eng, Vice Mayor Fligor, and Mayor Pepper.
NOES: None
ABSENT: None
ABSTAIN: None

Vice Mayor Fligor moved to appoint Richard Roche to the Planning Commission for a term ending September 30, 2024. The motion was seconded by Council Member Bruins and the motion passed 3-2 with the following roll call vote:

AYES: Council Member Bruins, Vice Mayor Fligor and Mayor Pepper.
NOES: Council Members Enander and Lee Eng
ABSENT: None
ABSTAIN: None

Historical Commission

Council Member Bruins moved to appoint Kirk Paige to the Historical Commission for a term ending September 30, 2024. The motion was seconded by Council Member Enander and the motion passed 5-0 with the following roll call vote:

AYES: Council Members Bruins, Enander, Lee Eng, Vice Mayor Fligor, and Mayor Pepper.
NOES: None
ABSENT: None
ABSTAIN: None

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following members of the public provided comments: Caltrains Rider, Renee Rashid, and Marko Radajicic.

CONSENT CALENDAR

1. Council Minutes: Approve the minutes of the October 13, 2020 Regular Meeting
2. Ordinance No. 2020-473: Hold Second Reading and Adoption of an Ordinance repealing and replacing Chapter 14.14 of the Los Altos Municipal Code (Accessory and Junior Dwelling Units) by adopting Zoning Text Amendment 20-000.
4. Contract Amendment No. 3 to Professional Services Agreement with Traffic Patterns, LLC for Engineering Support: Authorize the City Manager to execute an amendment on behalf of the City with Traffic Patterns, LLC in an amount not to exceed \$283,372 to provide additional consulting services for the Engineering Services Department.

Council Member Bruins noted a numbering error on page 5 of the minutes. The City Clerk stated that the correction would be made.

Vice Mayor Fligor noted that Consent Calendar Item 5 was to be deferred to the next meeting and moved the City Council to approve Consent Calendar Items 1, 2 and 4. The motion was seconded by Council Member Bruins and the motion passed 5-0 with the following roll call vote:

AYES: Council Members Bruins, Enander, Lee Eng, Vice Mayor Fligor, and Mayor Pepper.
NOES: None
ABSENT: None
ABSTAIN: None

PUBLIC HEARINGS

6. APPL 20-0002 – 126 Mt Hamilton-Review of Revised Project :Hold Public Hearing and adopt Resolution No. 2020-34 approving the revised application To Demolish An Existing Residence And Construct A New Two-Story House Consisting Of 2,740 Square Feet On The First Story, 1,206 Square Feet On The Second Story And A 2,704 Square-Foot Basement.

Guido Persicone, Planning Services Director, provided a staff report and answered questions from the Council.

Eugene Sakai, project architect, was called upon to answer questions from the Council.

Mayor Pepper opened the Public Hearing.

The following individuals provide comments: Tom Shoup, Jon Baer, Eugene Hyman, Eugene Sakai (project architect) and Ann Hambly.

Since there was no one else wishing to speak, Mayor Pepper closed the Public Hearing.

Council Member Bruins moved adopt Resolution No. 2020-34 approving the revised application To Demolish the Existing Residence at 126 Mount Hamilton And Construct A New Two-Story House Consisting Of 2,740 Square Feet On The First Story, 1,206 Square Feet On The Second Story And A 2,704 Square-Foot Basement with the added language directing the applicant to minimize the mass and bulk of the chimneys located on either end of the proposed residence. The motion was seconded by Vice Mayor Fligor and the motion passed 4-1 with the following roll call vote:

AYES: Council Members Bruins, Lee Eng, Vice Mayor Fligor, and Mayor Pepper.
NOES: Council Member Enander
ABSENT: None
ABSTAIN: None

7. Ordinance Nos. 2020-470A, 2020-470B, 2020-470C and 2020-471 Building Electrification and Electric Vehicle Infrastructure Reach Codes: Hold Public Hearings, introduce and waive further readings of:
 - Ordinance No. 2020-470A An Ordinance Of The City Council Of The City Of Los Altos Amending Chapter 12.22 Energy Code Of Title 12 Of The Los Altos Municipal Code Relating To Amendments To The 2019 California Energy Code For All-Electric Single-Family Buildings, Multi-Family Buildings Having From Two To Nine Residential Units, And Detached Accessory Dwelling Unit Buildings;
 - Ordinance No. 2020-470B An Ordinance Of The City Council Of The City Of Los Altos Amending Chapter 12.22 Energy Code Of Title 12 Of The Los Altos Municipal Code Relating To Amendments To The 2019 California Energy Code For All-Electric Multi-Family Residential Developments Having Ten (10) Or More Units;
 - Ordinance No.2020-470C An Ordinance Of The City Council Of The City Of Los Altos Amending Chapter 12.22 Energy Code Of Title 12 Of The Los Altos Municipal Code Relating To Amendments To The 2019 California Energy Code For All-Electric Non-Residential Buildings, Scientific Laboratory Buildings, And Public Buildings; and
 - Ordinance 2020-471 - An Ordinance Of The City Council Of The City Of Los Altos Amending Chapter 12.26 Green Building Standards Code Of Title 12 Of The Los Altos Municipal Code Relating To Amendments To The 2019 California Green Building Standards Code For Electric Vehicle (EV) Infrastructure

Community Development Director Biggs provided a staff report and answered questions from the Council.

Mayor Pepper opened the Public Hearing. The following members for the public commented:

Angelo De Giuli, Connie Miller, Paula Zeni, Roberta Phillips, Dashiell Leeds, and Diya Gupta.

Council Member Bruins moved that the City Council introduce, as read by title only, and waive further readings of Ordinance No. 2020-470A An Ordinance Of The City Council Of The City Of Los Altos Amending Chapter 12.22 Energy Code Of Title 12 Of The Los Altos Municipal Code Relating To Amendments To The 2019 California Energy Code For All-Electric Single-Family Buildings, Multi-Family Buildings Having From Two To Nine Residential Units, And Detached Accessory Dwelling Unit Buildings. The motion was seconded by Vice Mayor Fligor and the motion passed 3-2 with the following roll call vote:

AYES: Council Members Bruins, Vice Mayor Fligor, and Mayor Pepper.
NOES: Council Members Enander and Lee Eng
ABSENT: None
ABSTAIN: None

Vice Mayor Fligor moved that the Council Introduce Ordinance No. 2020-470B, as read by title only and waive further reading of An Ordinance Of The City Council Of The City Of Los Altos Amending Chapter 12.22 Energy Code Of Title 12 Of The Los Altos Municipal Code Relating To Amendments To The 2019 California Energy Code For All-Electric Multi-Family Residential Developments Having Ten (10) Or More Units. The motion was seconded by Council Member Bruins and the motion passed 5-0 with the following roll call vote:

AYES: Council Members Bruins, Enander, Lee Eng, Vice Mayor Fligor, and Mayor Pepper.
NOES: None
ABSENT: None
ABSTAIN: None

Council Member Bruins moved that the Council introduce, as read by title only and waive further readings of Ordinance No.2020-470C An Ordinance Of The City Council Of The City Of Los Altos Amending Chapter 12.22 Energy Code Of Title 12 Of The Los Altos Municipal Code Relating To Amendments To The 2019 California Energy Code For All-Electric Non-Residential Buildings, Scientific Laboratory Buildings, And Public Buildings. The motion was seconded by Vice Mayor Fligor and the motion passed 5-0 with the following roll call vote:

AYES: Council Members Bruins, Enander, Lee Eng, Vice Mayor Fligor, and Mayor Pepper.
NOES: None
ABSENT: None
ABSTAIN: None

At 9:00 p.m., Mayor Pepper called for a brief recess. The meeting was reconvened at 9:05 p.m.

Following discussion, Vice Mayor Fligor moved to introduce Ordinance 2020-471 - An Ordinance Of The City Council Of The City Of Los Altos Amending Chapter 12.26 Green Building Standards Code Of Title 12 Of The Los Altos Municipal Code Relating To Amendments To The 2019 California Green Building Standards Code For Electric Vehicle (EV) Infrastructure with the following amendments:

-
- Revise Section 4.106.4 Exception 2. To read “If no additional parking facilities are provided for Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU).”
 - Throughout the ordinance, replace “a”, “one”, and “two” with “at least one” and “at least two”.
 - Section 4.106.4.2 Exception should include definition of “affordable housing”
 - Direct staff to investigate inclusion of language related to EV charging infrastructure in commercial building parking areas
 - Section 5.106.5.3.2 Add definition of Direct Current Fast Charger to the definition section of the ordinance
 - Delete from Section 4.106.4 and Section 5.106.5.3 the following exception language: Spaces accessible only by automated mechanical car parking systems are excepted from providing EV charging infrastructure.
 - Section 5.106.5.3.1 change 1 to read “When 10 or more parking spaces are constructed, 50% of the available parking spaces on site shall be equipped with Level 2 EVCS “
 - Section 5.106.5.3.1 change 2 to read “An additional 20% shall be provided with at least Level 1 EV Ready Spaces.”
 - Section 5.106.5.3.1 change title to Office and Institutional Buildings.
 - Section 5.105.53.1 change the first line to read: “In nonresidential new construction buildings designated primarily for office and nonresidential buildings, such as institutional uses with parking.”

The motion was seconded by Council Member Bruins and the motion passed 4-1 with the following roll call vote:

AYES: Council Members Bruins, Enander, Lee Eng, Vice Mayor Fligor, and Mayor Pepper.
NOES: Council Member Enander
ABSENT: None
ABSTAIN: None

3. Contract Amendment No. 2 to the Agreement between the City of Los Altos and NOVA: Authorize City Manager to execute an amendment to the Agreement for additional Construction Management Services for Hillview Community Center Redevelopment Project (P. Maslo/J. Sandoval)
10. Contract Amendment No. 4: Authorize the City Manager to execute Contract Amendment No. 4 on behalf of the City with Noll & Tam Architects for additional construction services necessary for the Los Altos Community Center construction project in the amount of \$425,863 and up to a 20% contingency amount of \$85,173 on behalf of the City, should additional amendments become necessary to address future unforeseen circumstances that could arise during construction. (CF-01002.) (P. Maslo)

Jim Sandoval Jim Sandoval, Engineering Services Director and Peter Maslo, Project Manager, provided a staff report and answered questions from the Council relative to the Community Center Construction project.

David Mark, Janet Tam and James Gwise of Noll and Tam and NOVA also answered questions from the Council.

Following discussion, Vice Mayor Fligor moved to authorize the City Manager to execute an amendment to the Professional Services agreement with NOVA Partners for additional management services on the Los Altos Community Center construction project in the amount of \$241,768 extending the contract term thru April 30, 2021 and increasing the not to exceed amount of the contract to 1,250, 511. The motion was seconded by Council Member Enander and the motion passed 5-0 by the following roll call vote:

AYES: Council Members Bruins, Enander, Lee Eng, Vice Mayor Fligor, and Mayor Pepper.
NOES: None
ABSENT: None
ABSTAIN: None

Vice Mayor Fligor moved to authorize the City Manager to execute Contract Amendment No. 4 on behalf of the City with Noll & Tam Architects for additional construction services necessary for the Los Altos Community Center construction project increasing the amount of the contract by \$425,863 and extending the contract term thru April 30, 2021 making the total not to exceed amount of the contract \$3,865,041. The motion was seconded by Council Member Bruins and the motion passed 5-0 with the following roll call vote.

AYES: Council Members Bruins, Enander, Lee Eng, Vice Mayor Fligor, and Mayor Pepper.
NOES: None
ABSENT: None
ABSTAIN: None

8. Park-in-Lieu Fees Resolution No. 2020-35 Park In-Lieu Fees: Hold Public Hearing and adopt Resolution No. 2020-35, modifying Park In-Lieu Fee on the FY 2020/21 Fee Schedule for the City of Los Altos. Proposed Los Altos Park In-Lieu Fees were calculated pursuant to Section 13.24.010 of the Los Altos Municipal Code. The updated calculations and the supporting land appraisal report were filed with the City Clerk of the City of Los Altos on September 29, 2020. (J. Sandoval)

Due to the late hour Council Member Enander moved that the Park In lieu Fees be deferred to a future meeting (date to be determined) and public notice reissued. The motion was seconded by Council Member Lee Eng and the motion passed 5-0 with the following roll call vote:

AYES: Council Members Bruins, Enander, Lee Eng, Vice Mayor Fligor, and Mayor Pepper.
NOES: None
ABSENT: None
ABSTAIN: None

3. 330 Distel Circle-Memorandum of Understanding with the County of Santa Clara: Discuss and Authorize City Manager to Execute a Memorandum of Understanding between the City of Los Altos and the County of Santa Clara for an Affordable Housing Project at 330 Distel Circle

Jon Biggs, Community Development Director, provided a staff report and answered questions from the Council.

Mayor Pepper moved to amend paragraph #2 under Now Therefore to include language reflecting that the Project is anticipated to contain a minimum of 90 units, with 100% of the units restricted to occupants earning ~~120%~~ 80% or less of the area medium income (AMI), with a minimum of 5% earning 30% or less of the area medium income (AMI), 50% earning 50% or less of the area medium income (AMI), and 45% earning 80% or less of the area medium income (AMI) and authorize the City Manager to Execute a Memorandum of Understanding between the City of Los Altos and the County of Santa Clara for an Affordable Housing Project at 330 Distel Circle, Los Altos. The motion was seconded by Vice Mayor Fligor and the motion passed 5-0 with the following roll call vote:

AYES: Council Members Bruins, Enander, Lee Eng, Vice Mayor Fligor, and Mayor Pepper.
NOES: None
ABSENT: None
ABSTAIN: None

11. Finance Subcommittee: Discuss City Council Finance Subcommittee

Council discussion commenced. Council Member Enander moved that the City Council establish an ad hoc committee consisting of Council Member Bruins and Council Member Enander, who will meet with members of staff and the financial commission as needed for information and advice. The purpose is to identify more effective processes to compile, present, and evaluate financial information on both routine and exception bases that will improve the quality and timeliness of financial decision-making for the city. A status report will be presented at the November 24 Council meeting, at which time Council may give further direction or disband the committee. The motion was seconded by Council Member Lee Eng and the motion passed 5-0 with the following roll call vote:

AYES: Council Members Bruins, Enander, Lee Eng, Vice Mayor Fligor, and Mayor Pepper.
NOES: None
ABSENT: None
ABSTAIN: None

INFORMATIONAL ITEM

- Tentative City Council Calendar

There was no discussion on the informational item.

COUNCIL/STAFF REPORTS AND DIRECTIONS ON FUTURE AGENDA ITEMS

Council Member Lee Eng expressed an interest in inclusion of a question and answer forum when staff presents month updates on the Community Center Construction project.

Council Member Bruins noted the transition of the Santa Clara County Cities Association to a Joint Powers Authority.

ADJOURNMENT

At 1:17 a.m., October 28, 2020, Mayor Pepper adjourned the meeting.

Janis C. Pepper, MAYOR

Andrea M. Chelemengos MMC, CITY CLERK



**MINUTES OF THE REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF LOS ALTOS
TUESDAY, NOVEMBER 10, 2020
HELD VIA VIDEO/TELECONFERENCE**

MEETING CALLED TO ORDER

At 7:06 p.m., Mayor Pepper called the meeting to order.

ESTABLISH QUORUM

Present: Mayor Pepper, Vice Mayor Fligor, Council Members Bruins, Enander and Lee Eng
Absent: None

REPORT ON CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: *Satish Ramachandran v. City of Los Altos, et al.*
United States District Court, Northern District of California
Case No. 5:18-cv-01223-HRL
2. Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: *Satish Ramachandran v. Best, Best and Krieger, a limited liability Partnership;*
Christopher Diaz; Christina Hickey; Kirk Ballard; David Kornfield; Christopher Jordan; Pamela Jacobs,
and Does 1-20
United States District Court, Northern California District
Case number: 5:20-cv-03963-NC
3. Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: *New Cingular Wireless PCS, LLC d/b/b AT&T Mobility v. City of Los*
Altos; United States District Court, Northern District of California
Case No. 5:20-CV-294-SVK
4. Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: *GTE Mobilnet of California Limited Partnership, a California limited*
partnership d/b/a VERIZON WIRELESS v. City of Los Altos; United States District Court,
Northern District of California Case No. 5:20-CV-386-CV

Mayor Pepper reported that the City Council met in closed session prior to this meeting. She stated that there was no action taken and nothing to report.

CHANGES TO THE ORDER OF THE AGENDA

Council Member Lee Eng requested a continuation of Discussion Item #13 *Bocce Ball/ Grant Park Master Plan* to the meeting of November 24, 2020 to allow time for Fair Political Practices Commission to issue an opinion on whether or not she (Council Member Lee Eng) has a conflict of interest due to the proximity of her residence to the subject park.

Council Member Enander move continuation of Discussion Item #13 *Bocce Ball/ Grant Park Master Plan* to the meeting of November 24, 2020. The motion was seconded by Council Member Lee Eng and the motion passed 4-1 with the following roll call vote:

AYES: Council Members Enander, Lee Eng, Vice Mayor Fligor, and Mayor Pepper.
NOES: Council Member Bruins
ABSENT: None
ABSTAIN: None

SPECIAL ITEMS

- Presentation – Block Action Team Update and Presentation of Proclamation To Sherie Dodsworth

Ann Hepenstal provided a brief update on the Block Action team and introduced Sherie Dodsworth and spoke of her many contributions to the City.

Mayor Pepper read the Proclamation and presented to Ms. Dodsworth.

Harry Guy commented on Ms. Dodsworth's contributions.

Ms. Dodsworth thanked the Mayor for the Proclamation and commented on her involvement with the Los Altos community.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

There were no public comments.

CONSENT CALENDAR

Vice Mayor Fligor removed Consent Calendar Item # 5 *Civic Center Lands Protection* from the Consent Calendar

1. Council Minutes: Approve the minutes of the October 27, 2020 Regular Meeting
2. Design Contract Award: Adobe Creek Sewer Main Replacement Project WW0101221 Appropriate \$192,297.52 from the Sewer Fund to Project WW0101221; and authorize the City Manager to execute an agreement with Schaaf & Wheeler Consulting Civil Engineers (Schaaf & Wheeler) in the not-to-exceed amount of \$573,164.60 and up to a 20% contingency amount of \$114,632.92 on behalf of the City to provide professional design services for the Adobe Creek Sewer Main Replacement Project WW0101221

3. Construction Contract Award: El Monte Avenue Sidewalk Gap Closure Project, TS-01038
Award the Base Bid for the El Monte Sidewalk Gap Closure Project to FBD Vanguard Construction, Inc., and authorize the City Manager to execute a contract in the amount of \$512,315.44 and up to 15% contingency on behalf of the City.
4. Resolution No. 2020-38: Accept vacation of a portion of right-of-way at 2020 El Sereno Avenue: Adopt Resolution Of The City Council Of The City Of Los Altos Approving The Vacation Of An Easement On The Property At 2020 El Sereno Avenue.
7. Ordinance No. 2020-470B Second Reading and Adoption of An Ordinance Of The City Council Of The City Of Los Altos Amending Chapter 12.22 Energy Code Of Title 12 Of The Los Altos Municipal Code Relating To Amendments To The 2019 California Energy Code For All-Electric Multi-Family Residential Developments Having Ten (10) Or More Units.
8. Ordinance No.2020-470C Second Reading and Adoption of An Ordinance Of The City Council Of The City Of Los Altos Amending Chapter 12.22 Energy Code Of Title 12 Of The Los Altos Municipal Code Relating To Amendments To The 2019 California Energy Code For All-Electric Non-Residential Buildings, Scientific Laboratory Buildings, And Public Buildings.

Council Member Bruins moved that the City Council to approve Consent Calendar Items 1, 2, 3, 4, 7 and 8. The motion was seconded by Council Member Enander and the motion passed 5-0 with the following roll call vote:

AYES: Council Members Bruins, Enander, Lee Eng, Vice Mayor Fligor, and Mayor Pepper.
NOES: None
ABSENT: None
ABSTAIN: None

6. Ordinance No. 2020-470A Second Reading and Adoption of An Ordinance Of The City Council Of The City Of Los Altos Amending Chapter 12.22 Energy Code Of Title 12 Of The Los Altos Municipal Code Relating To Amendments To The 2019 California Energy Code For All-Electric Single-Family Buildings, Multi-Family Buildings Having From Two To Nine Residential Units, And Detached Accessory Dwelling Unit Buildings

Council Member Bruins moved the City Council approve Consent Calendar Item #6 Ordinance No. 2020-470A. The motion was seconded by Vice Mayor Fligor and the motion passed 3-2 with the following roll call vote:

AYES: Council Member Bruins, Vice Mayor Fligor, and Mayor Pepper.
NOES: Council Members Enander and Lee Eng
ABSENT: None
ABSTAIN:None

9. Ordinance 2020-471 - Second Reading and Adoption of An Ordinance Of The City Council Of The City Of Los Altos Amending Chapter 12.26 Green Building Standards Code Of Title 12 Of The Los Altos Municipal Code Relating To Amendments To The 2019 California Green Building Standards Code For Electric Vehicle (EV) Infrastructure

Council Member Bruins moved the City Council approve Consent Calendar Item #9 Ordinance 2020-471. The motion was seconded by Mayor Pepper and the motion passed 4-1 with the following roll call vote:

AYES: Council Members Bruins and Lee Eng, Vice Mayor Fligor, and Mayor Pepper.
NOES: Council Member Enander
ABSENT: None
ABSTAIN: None

PUBLIC HEARINGS

10. Ordinance No. 2020-474 Limitations on Non-Reusable Food Service Ware Accessories: Introduce and Hold first Reading of an Ordinance No. 2020-474 - Amending the Los Altos Municipal Code, by Adding Chapter 6.48 Entitled "Limitations on Non-Reusable Food Service Ware Accessories for Litter and Waste Reduction".

Emiko Ancheta, Sustainability Coordinator, provided a staff report and answered questions from the Council.

Mayor Pepper opened the Public Hearing.

The following individuals provided comments: Kim Mosley, Larry Chu, Victoria Breslin, Roberta Phillips, Scot Hunter, and Daniel Muñoz.

Since there was no one else wishing to speak, Mayor Pepper closed the Public Hearing.

Following brief discussion, Council Member Enander moved to refer the matter back to staff and the Environmental Commission to be reviewed and then, if appropriate, brought back to the Council once COVID 19 restrictions have been lifted. The motion was seconded by Council Member Lee Eng and the motion passed 5-0 with the following roll call vote:

AYES: Council Members Bruins, Enander, Lee Eng, Vice Mayor Fligor, and Mayor Pepper.
NOES: None
ABSENT: None
ABSTAIN: None

DISCUSSION ITEMS

11. Policing Task Force Initial Report: Receive an update from the Council ad hoc subcommittee assigned to assist the Citizens' Police Task Force.

Mayor Pepper and Vice Mayor Fligor provided an update.

Deputy City Manager Maginot provided a staff report and answered questions from the Council.

No action was taken.

12. Off leash hours Pilot Program at Hillview Baseball Field and Heritage Oaks Park: Consider and approve recommendations from the Parks and Recreation Commission to host a 9-month pilot off-leash hours program at the Hillview Baseball Field and Heritage Oaks Park beginning

February 2021, to be implemented and evaluated at the discretion of City staff with direction to return to City Council with a status report and long-term recommendation in November 2021.

Donna Legge, Recreation and Community Services Director, acknowledged individuals that assisted with the pilot program proposal and provided a report and answered questions from the Council.

Parks and Recreational Commissioners Morris and Spielman also provided information and answered questions from the Council.

At 9:36 p.m., Mayor Peeper called for a brief recess. The meeting was reconvened at 9:42 p.m.

Mayor Pepper called for public comment.

The following members of the public spoke: Frank Martin, Menashe Shahar, Alex Rubashevsky, Chris, Susan Kearney, Susan Russell, Vladimir Rubashevsky, Daniel Rubashevsky, Millie Squire, Tracy Pirnack, Heather Larkin, Ilona, Carol Stanek, Nancy Perkins, Sarah Agmon, Bill Sheppard, Betty Christopher, Mercedes Hawkins, Yoav Agmon, and Jon Norris.

Discussion commenced. A majority of the Council Members were not supportive of an off leash pilot program in Heritage Oaks. Council Members Enander and Bruins expressed support for off leash hours in all or most Los Altos parks.

Council Member Lee Eng moved that the Council direct staff to develop and bring back to the Council for approval a 6 month, off leash dog pilot program for Hillview Park, including staff and Parks and Recreation Commission's recommendations for program hours and for the pilot program to begin as soon as feasible and return to the Council after 6 months of operation for an update on the program and Council evaluation. The motion was seconded by Mayor Pepper and the motion passed 4-1 with the following roll call vote:

AYES: Council Members Enander, Lee Eng, Vice Mayor Fligor, and Mayor Pepper.
NOES: Council Member Bruins
ABSENT: None
ABSTAIN: None

Staff was also directed to inspect the back of the designated area at Hillview Park and evaluate the need for fencing and proceed with installation.

14. Community Center Art: Approve the commission of murals for the North Lobby and the south entrance seating area and appropriate \$9,500 from the Capital Improvement Reserve to the Annual Public Arts Project, Project CF-01003.

Deputy City Manager Maginot provided a staff report and answered questions from the Council

The following members of the public commented: Teresa Morris, Roberta Phillips, Monica Waldman, and Nancy Ellison.

Council Member Bruins moved to approve the commission of two murals for the North Lobby and the south entrance seating area and appropriate \$9,500 from the Capital Improvement Reserve to the Annual Public Arts Project, Project CF-01003. The motion was seconded by Council Member Enander and the motion passed 4-1 with the following roll call vote:

AYES: Council Members Bruins, Enander, Vice Mayor Fligor, and Mayor Pepper.
NOES: Council Member Lee Eng
ABSENT: None
ABSTAIN: None

Council Member Lee Eng stated that she voted no based on her desire for the final art pieces to be approved by the City Council

15. Association of Bay Area Governments (ABAG) Regional Housing Needs Allocation (RHNA) Update: Discuss and determine whether the City Council wants to submit a letter to ABAG providing the Council's views on the RHNA allocation process.

Council discussion commenced. There was consensus that the Mayor and Vice Mayor work with the City Manager to draft a letter to be sent to Association of Bay Area Governments Executive Board, with a copy to the City's representatives in Sacramento, and to the California Department of Housing & Community Development expressing the Council's concerns relative to the RHNA numbers, and the methodology used to calculate and allocate the number of required units. The Council supported a letter tailored to the specifics of Los Altos.

1. Civic Center Lands Protection: Informational update on the addition of a Public Land Protection (PLP) overlay district to Title 14, Zoning, of the Los Altos Municipal Code that will provide protection of City owned property by requiring voter approval of the sale or transfer of title of any City-owned land to which this overlay designation is applied and voter approval to remove the PLP designation once it has been applied and agreement to proceed with the review of the code amendment through the Planning Commission.

Community Development Director Biggs provided a report and answered questions from the Council.

Mayor Pepper called for public comment. Roberta Phillips commented.

Council provided feedback and direction to the Community Development Director regarding specifics to be incorporated into the Public Land Protection (PLP) overlay district proposal and further consensus for staff to proceed with the process.

INFORMATIONAL ITEM

- Tentative City Council Calendar

There was no discussion on the informational item.

COUNCIL/STAFF REPORTS AND DIRECTIONS ON FUTURE AGENDA ITEMS

Council made general comments.

ADJOURNMENT

At 12:39 a.m., November 11, 2020, Mayor Pepper adjourned the meeting.

Janis C. Pepper, MAYOR

Andrea M. Chelemengos MMC, CITY CLERK

DRAFT



CONSENT CALENDAR

Agenda Item # 2

AGENDA REPORT SUMMARY

Meeting Date: November 24, 2020

Subject: Quarterly Investment Portfolio Report – Quarter Ended September 30, 2020

Prepared by: Thuyet Dang, Financial Services Manager

Reviewed by: Sharif Etman, Administrative Services Director

Approved by: Chris Jordan, City Manager

Attachment(s):

1. Portfolio Mix Charts
2. Investment Policy Compliance Chart
3. Investment Performance Review Quarter Ended September 30, 2020

Initiated by:

Staff

Fiscal Impact:

None

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- None

Summary:

- This report presents the status of the City's investment portfolio through September 30, 2020. The reporting model has been developed in coordination with PFM Asset Management LLC (PFM), the City's investment portfolio managers.

Staff Recommendation:

Receive the Investment Portfolio Report through September 30, 2020.

Reviewed By:

City Manager

CJ

City Attorney

JH

Finance Director

SE



Subject: Quarterly Investment Portfolio Report – Quarter Ended September 30, 2020

Purpose

These quarterly reports are presented to both the City Council and the Financial Commission to keep both bodies apprised as to the status of the City’s investment holding and demonstrate compliance with the City’s Investment Policy.

Background

A review of the Investment Portfolio Report Quarter Ended September 30, 2020 was presented and discussed by the Financial Commission on November 16, 2020. The Financial Commission reviewed the Quarterly Investment Portfolio Report ending September 30, 2020 and had a brief discussion on the LAIF yield, which is currently at 0.62% (for the month of October 2020).

Discussion/Analysis

The summary provided below presents the sum of all City investment holdings. The City’s portfolio book value, excluding operating cash, as of September 30, 2020, was \$54,554,062

As of September 30, 2020, 17.1% of the City’s portfolio was placed in Federal Agency Securities (Fannie Mae, Federal Home Loan Bank, Federal Home Loan Mortgage and Federal Farm Credit), 13.8 in Asset-Backed Securities, 0.8% in Supra-National Agency Bond, 38.7% in US Treasuries, and 18.3% in medium-term Corporate Notes and Commercial Paper, 9.3% in Certificate of Deposits, 0.2% in Money Markets, with the balance of 1.7% in LAIF. This portfolio mix is illustrated as part of Attachment 1.

Full compliance with the City’s Investment Policy is monitored closely and on a per trade basis as illustrated in Attachment 2. In accordance with California Government Code 53646(b)(3), the City of Los Altos has the ability to meet its pool expenditure requirements for the next six months.

As part of these quarterly updates, a status report is prepared by PFM which is included as Attachment 3: Investment Performance Review for the Quarter Ended September 30, 2020. It is important to note that this report highlights the performance of City investments that fall outside its liquid holdings with LAIF. This has been intentionally crafted to isolate the performance of the City’s independently managed investments. The total return of the portfolio since inception is 1.43%, which is highlighted on page 16 of the PFM Investment Performance Review Report (Attachment 3).



Subject: Quarterly Investment Portfolio Report – Quarter Ended September 30, 2020

Options

1. Receive the Investment Portfolio Report Quarter Ended September 30, 2020

Advantages: None

Disadvantages: None

2. Do not receive the Investment Portfolio Report Quarter Ended September 30, 2020

Advantages: None

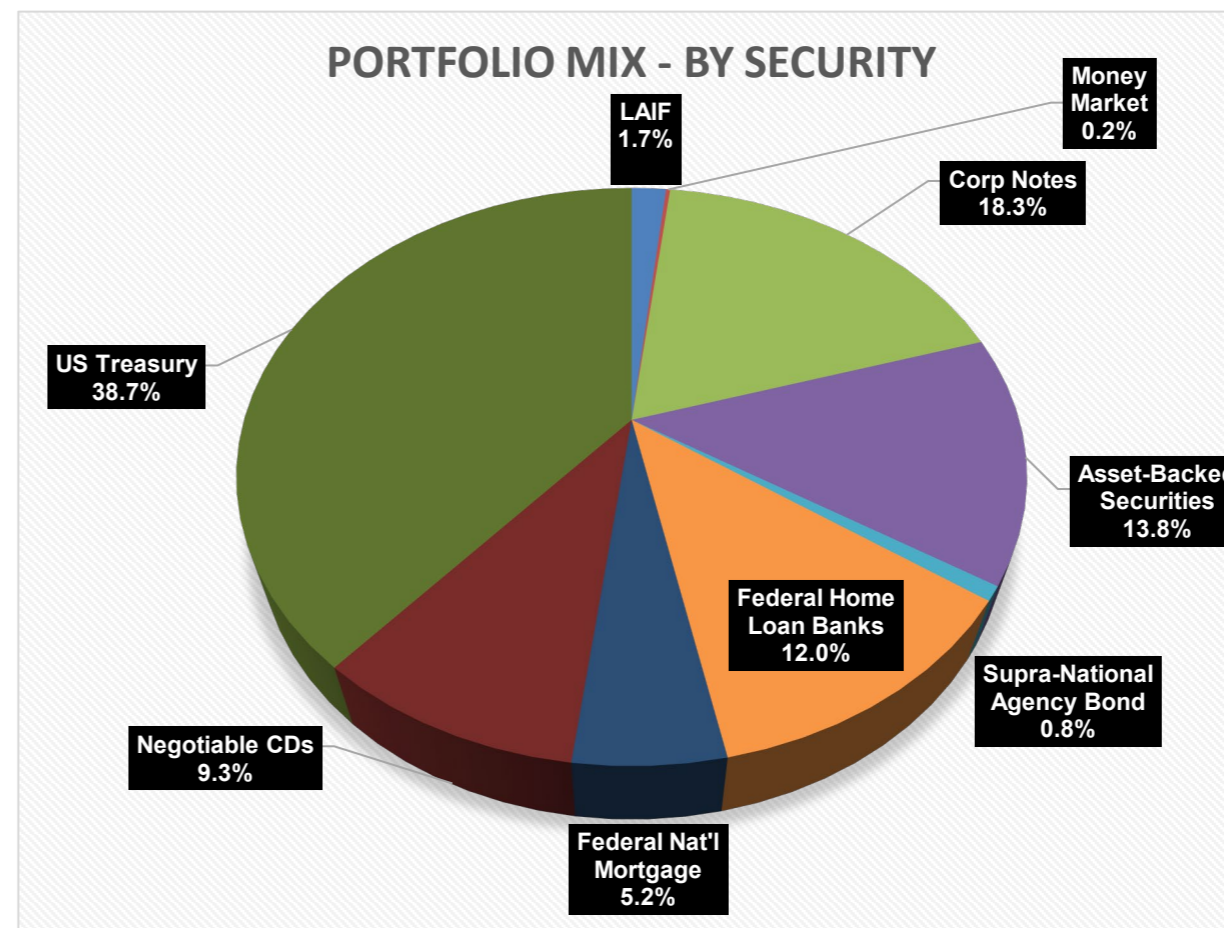
Disadvantages: None

Recommendation

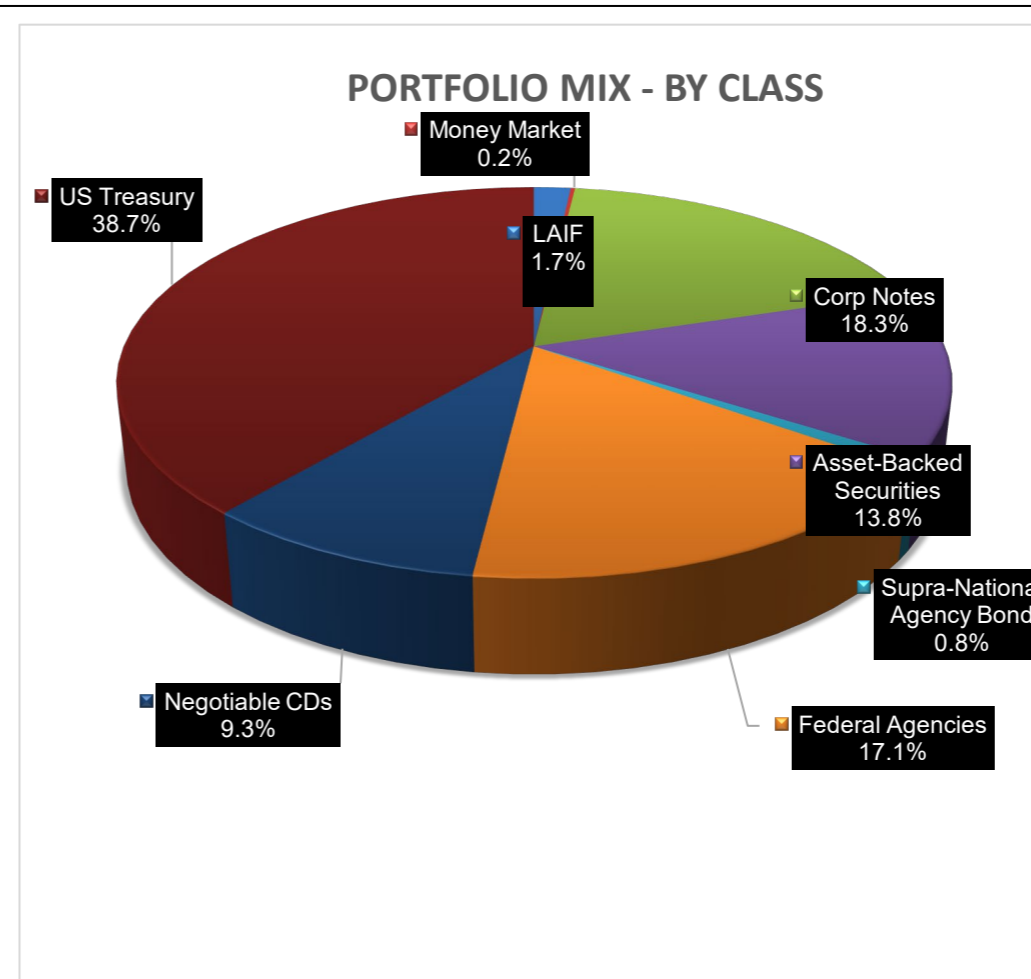
The staff recommends Option 1.

**Attachment 1
Portfolio Mix Charts
September 2020**

Security Type	% of Total	Portfolio Mix By Security
LAIF	1.7%	901,200
Money Market	0.2%	111,752
Corp Notes	18.3%	9,995,000
Asset-Backed Securities	13.8%	7,541,950
Supra-National Agency Bond	0.8%	440,000
Federal Home Loan Banks	12.0%	6,530,062
Federal Nat'l Mortgage	5.2%	2,810,000
Negotiable CDs	9.3%	5,100,000
US Treasury	38.7%	21,125,000
Commercial Paper	0.0%	-
	100%	54,554,964



Security Type	% of Total	Portfolio Mix Par Value	Market Value
LAIF	1.7%	901,200	901,200
Money Market	0.2%	111,752	111,752
Corp Notes	18.3%	9,995,000	10,337,701
Asset-Backed Securities	13.8%	7,541,950	7,666,724
Supra-National Agency Bond	0.8%	440,000	442,585
Federal Agencies	17.1%	9,340,062	9,392,994
Negotiable CDs	9.3%	5,100,000	5,191,203
US Treasury	38.7%	21,125,000	21,733,035
	100%	54,554,964	55,777,194
Corp Notes		9,995,000	10,337,701
Asset-Backed Securities		7,541,950	7,666,724
Supra-National Agency Bond		440,000	442,585
US Treasury/Agencies		30,465,062	31,126,029
Negotiable CDs		5,100,000	5,191,203
Accrued Interest		-	194,259
		53,542,012	54,958,501
Margin Over (Under) Par			1,416,489



Attachment 2
Investment Policy Compliance Chart
September 2020

City Investment	% Mix	Par Value	Earliest Term	City Policy Term Limitation	City Policy \$ Limitation	City Policy % Limitation	CAPACITY	% Compliance Yes/No	Term Compliance Yes/No
LAIF	2%	901,200	09/30/20	No Term	65,000,000	100%	64,098,800	Yes	N/A
Money Market	0%	111,752	09/30/20	Overnight		20%	10,799,241	Yes	N/A
Corp Notes	18%	9,995,000	08/01/21	5 Years		30%	6,371,489	Yes	Yes
Asset-Backed Securities	14%	7,541,950	06/20/21	5 Years		20%	3,369,043	Yes	Yes
Supra-National Agency Bond	1%	440,000	05/24/23	5 Years		20%	10,470,993	Yes	Yes
Federal Agencies	17%	9,340,062	09/01/21	5 Years		100%	45,214,902	Yes	Yes
Commercial Paper	0%	-	-	270 Days		25%	13,638,741	Yes	-
Negotiable CDs	9%	5,100,000	02/26/21	5 Years		30%	11,266,489	Yes	Yes
US Treasury	39%	21,125,000	10/31/21	5 Years		100%	33,429,964	Yes	Yes
	<u>100%</u>	<u>54,554,964</u>							



CITY OF LOS ALTOS

Investment Performance Review For the Quarter Ended September 30, 2020

Client Management Team

Monique Spyke, Managing Director

PFM Asset Management LLC

50 California Street, Suite 2300
San Francisco, CA 94111
415-982-5544

213 Market Street
Harrisburg, PA 17101-2141
717-232-2723

Market Update

Markets Face Many Uncertainties Moving into the Fourth Quarter

◆ Coronavirus

- Spread during **colder months** and flu season
- Development of **vaccines**
- Impact on **economic recovery**

◆ Markets

- **Valuations** of bonds and equities
- Further **fiscal stimulus**
- **Fed** policies

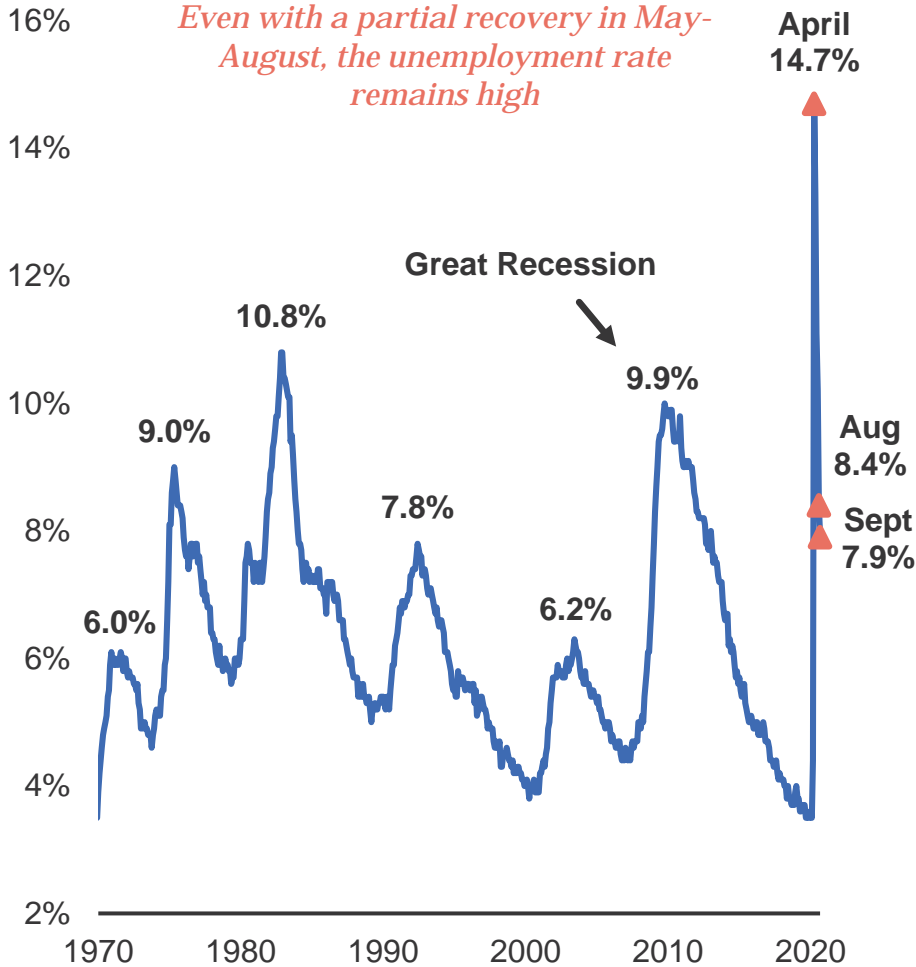
◆ Presidential election

- Priorities of government **spending**
- **Tax law** changes
- **Foreign** and **trade policies**
- Future of **ACA**



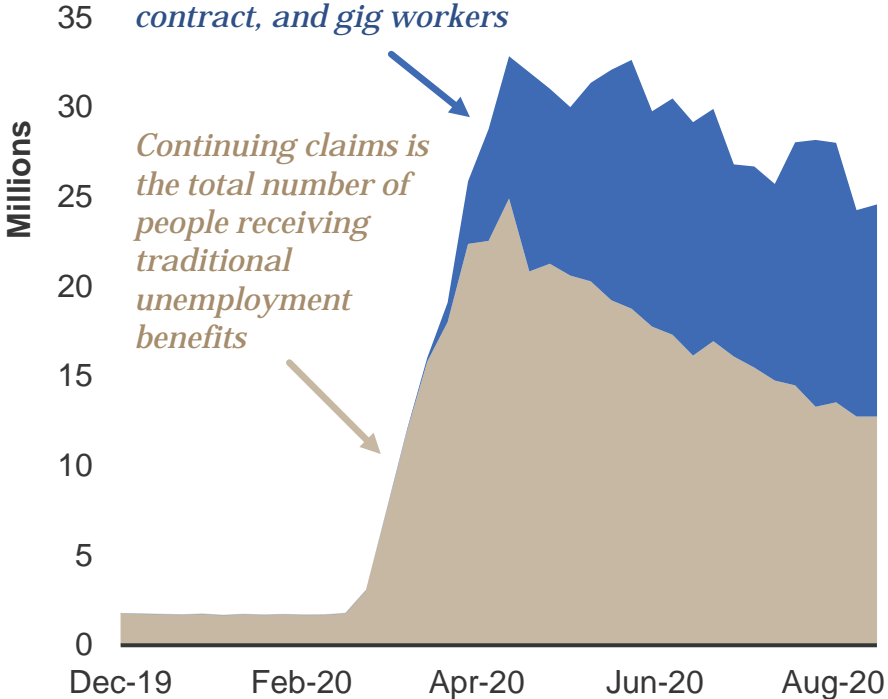
Achieving Pre-Pandemic Employment Levels May Be Challenging

Unemployment Rate



Continuing Claims and Pandemic Unemployment Assistance

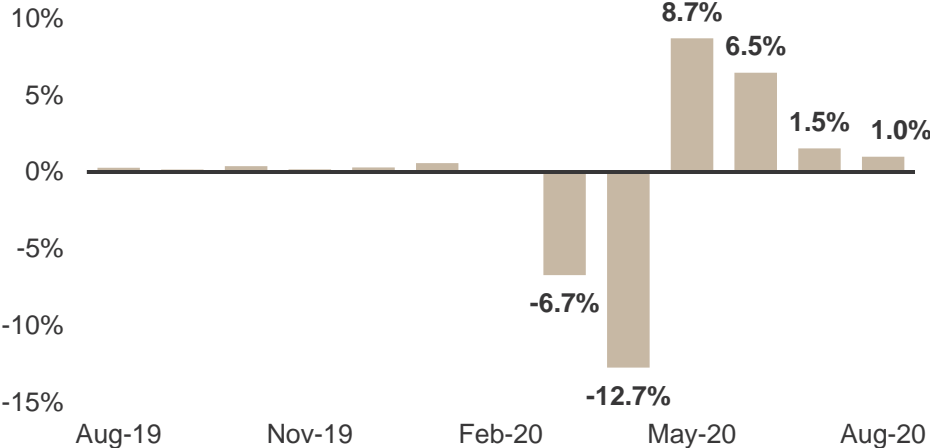
Pandemic Unemployment Assistance is the federal government program that extended benefits for those who have otherwise exhausted traditional benefits, and extended it to individuals out of work due to the pandemic, including formerly self-employed, contract, and gig workers



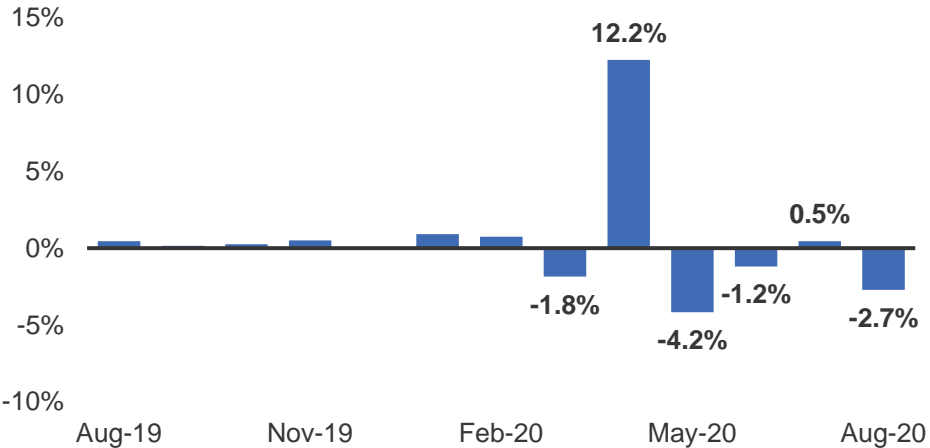
Source: Bloomberg as of 9/30/2020. Data is seasonally adjusted. Source (quote): Department of Labor.

Economic Indicators Show Resilience, but Future Improvement May Slow

Personal Spending (MoM%)

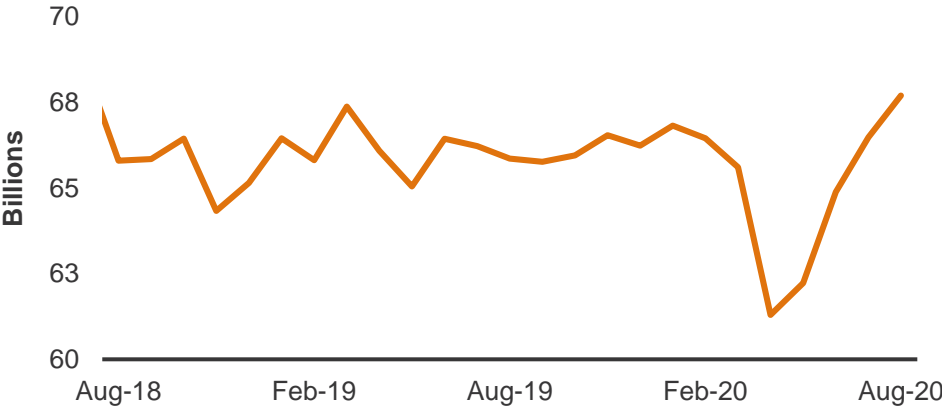


Personal Income (MoM%)

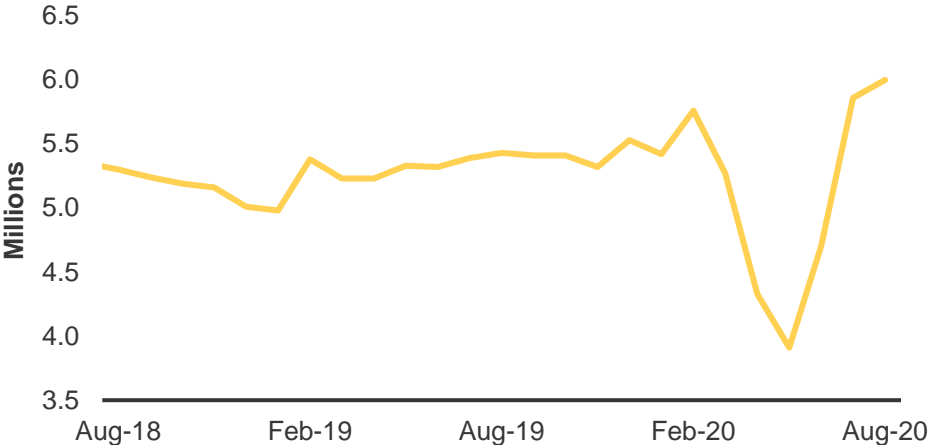


Business Investment

Nondefense Capital Goods Orders Excl. Aircraft, monthly



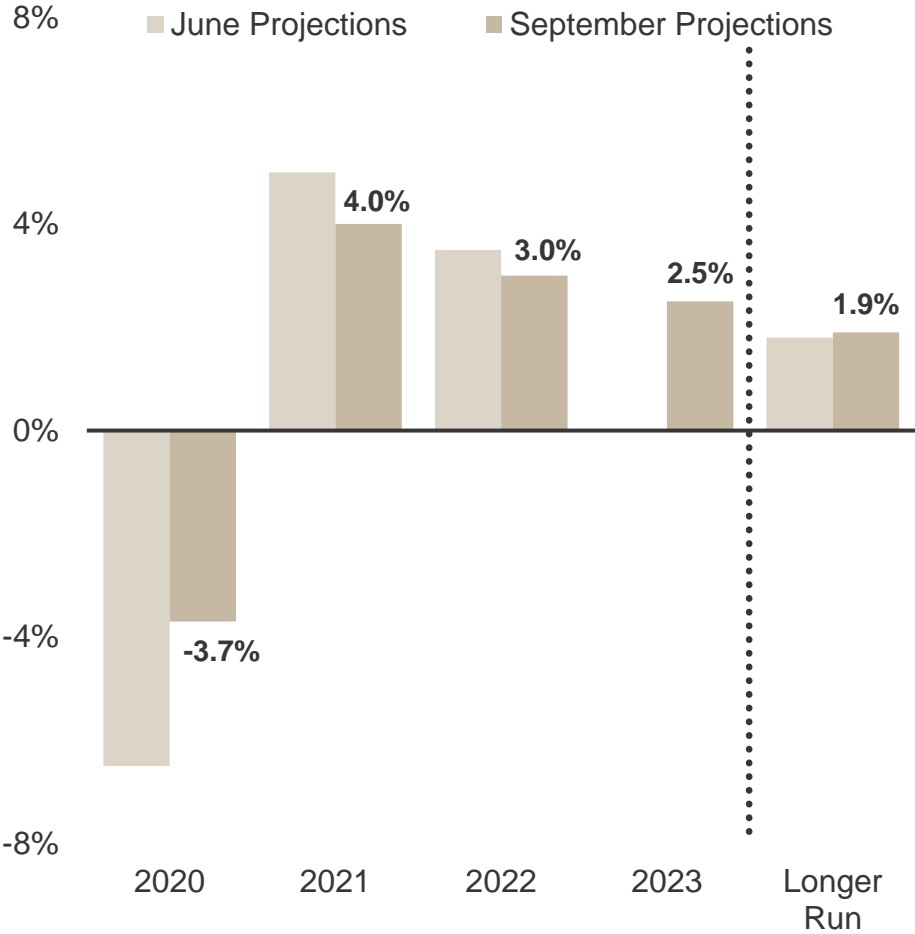
Existing Home Sales (SAAR)



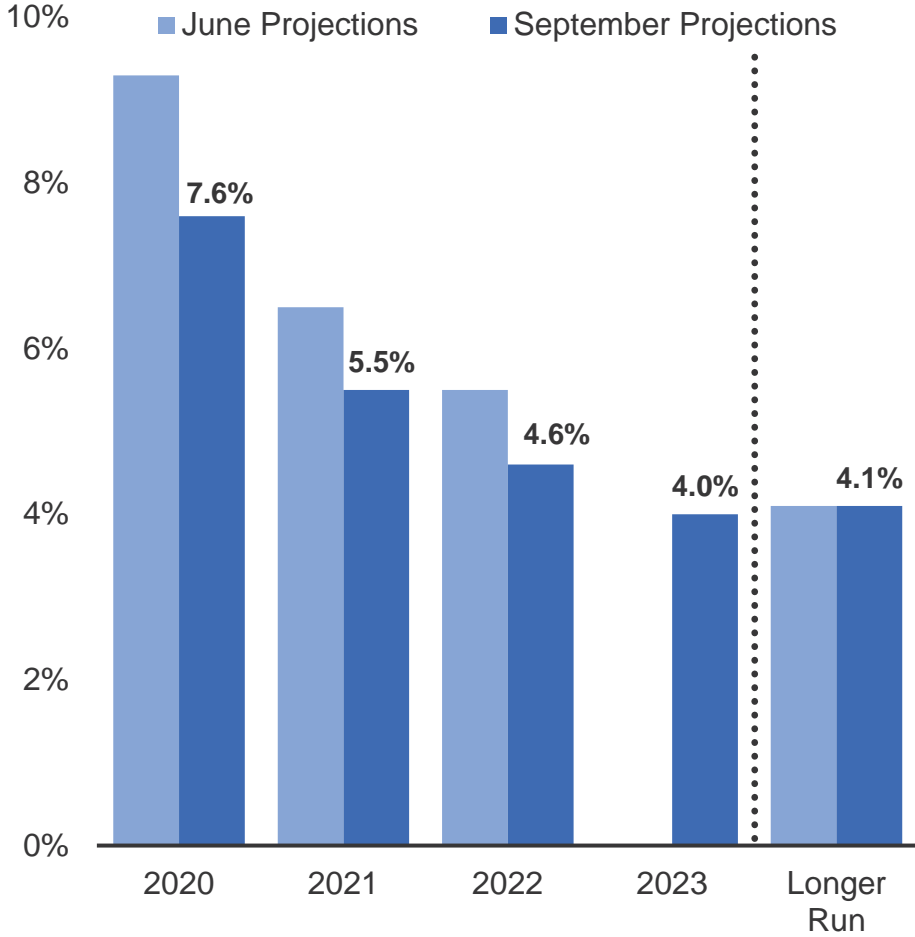
Source: Bloomberg, latest available data as of 10/2/2020.

The Fed's Economic Projections Pull Improvement Forward

Change in Real GDP



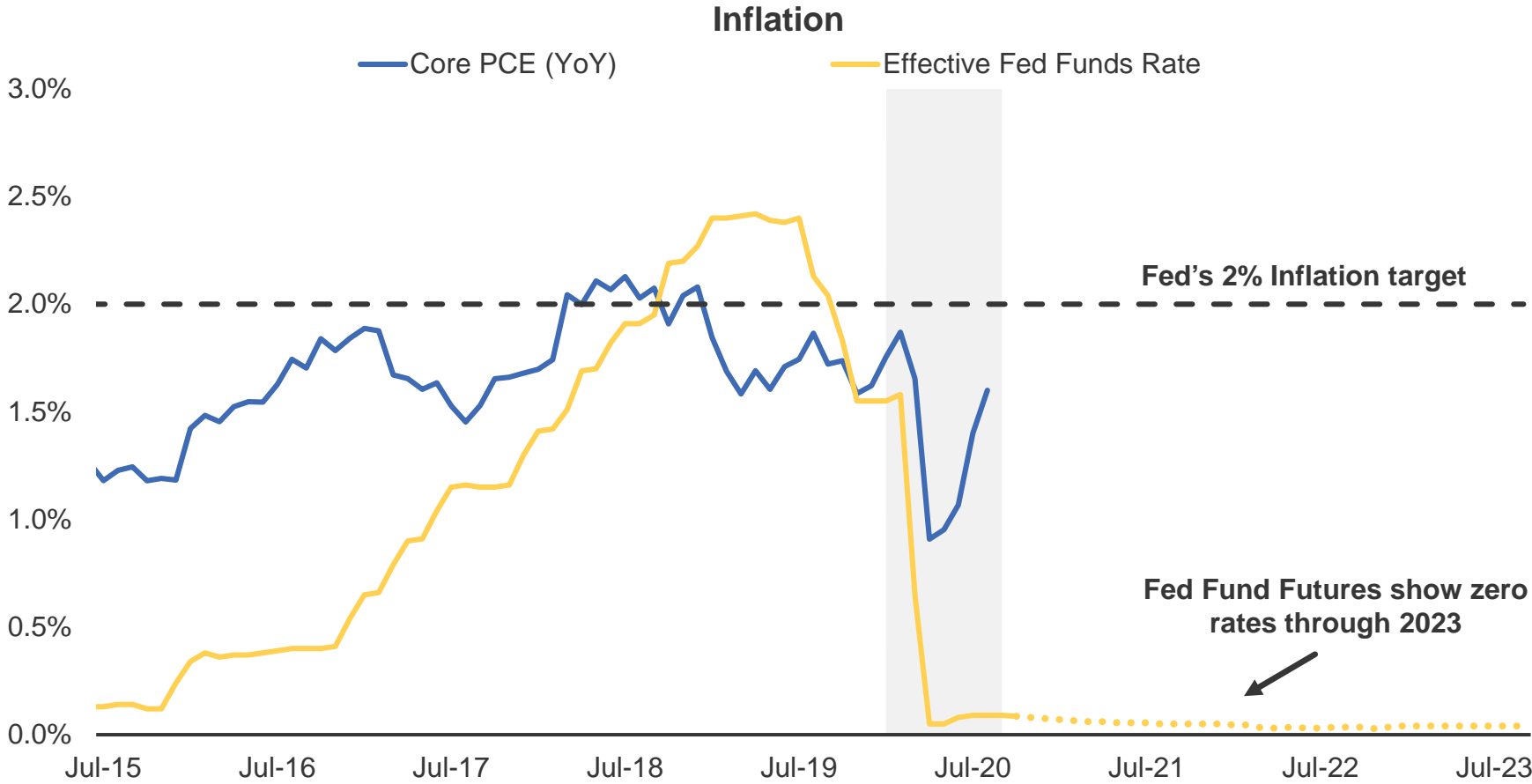
Unemployment Rate



Source: Federal Reserve, economic projections as of June and September 2020.

Federal Reserve’s New Inflation Policy Means Rates May Be Lower for Longer

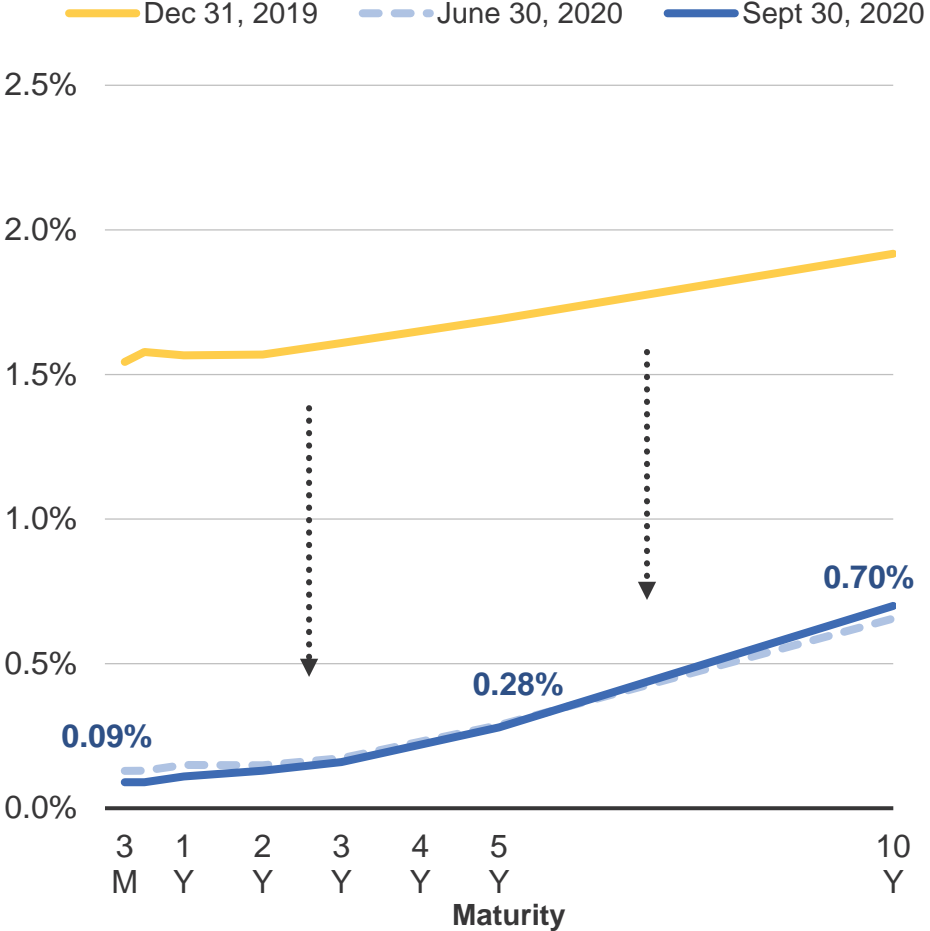
“...the Committee seeks to achieve inflation that averages 2 percent over time... following periods when inflation has been running persistently below 2 percent, appropriate monetary policy will likely aim to achieve inflation moderately above 2 percent for some time.”



Source: Federal Reserve as of 8/27/2020 (quote); Bloomberg as of 10/2/2020 (chart). Fed Funds Futures projections as of 10/5/2020.

Interest Rates Remain Stable Near Historic Lows

US Treasury Yield Curve



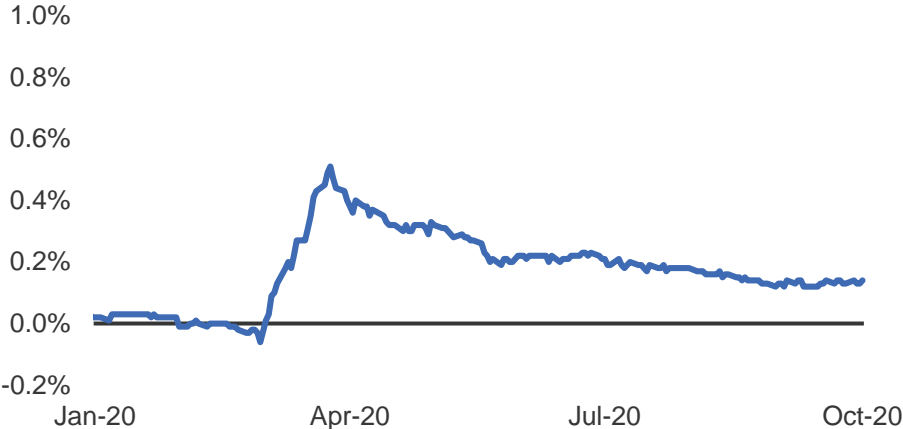
3-Year Treasury Yield



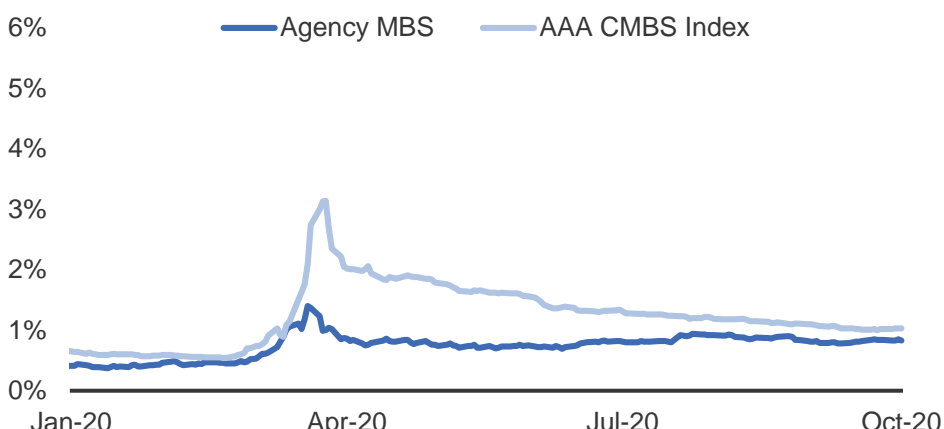
Source: Bloomberg as of 10/2/2020.

Yield Spread Narrowing Slows in the Third Quarter 1-5 Year Indices

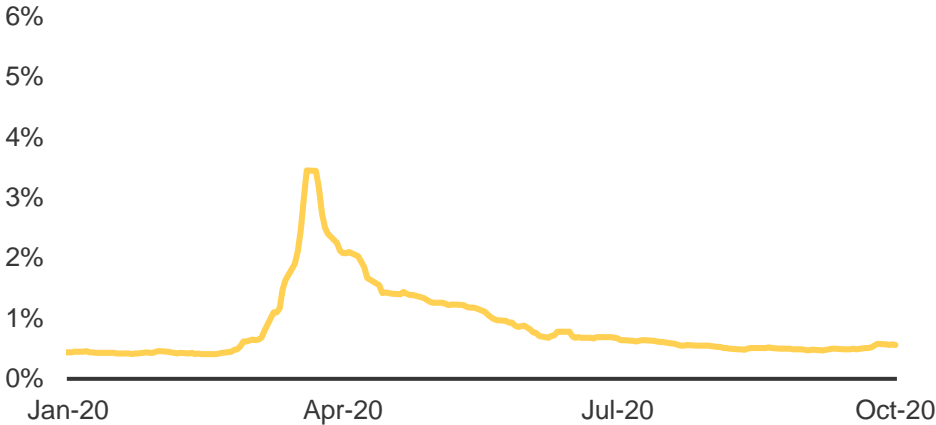
Federal Agency Yield Spreads



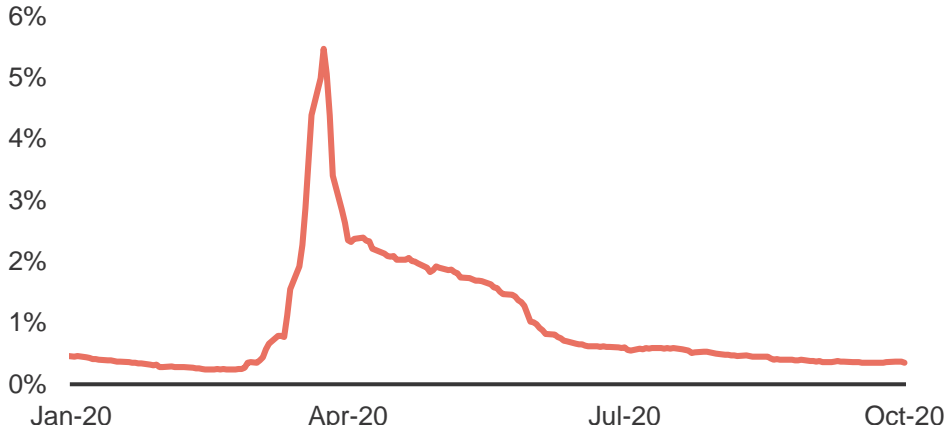
Mortgage-Backed Securities Yield Spreads



Corporate Notes A-AAA Yield Spreads



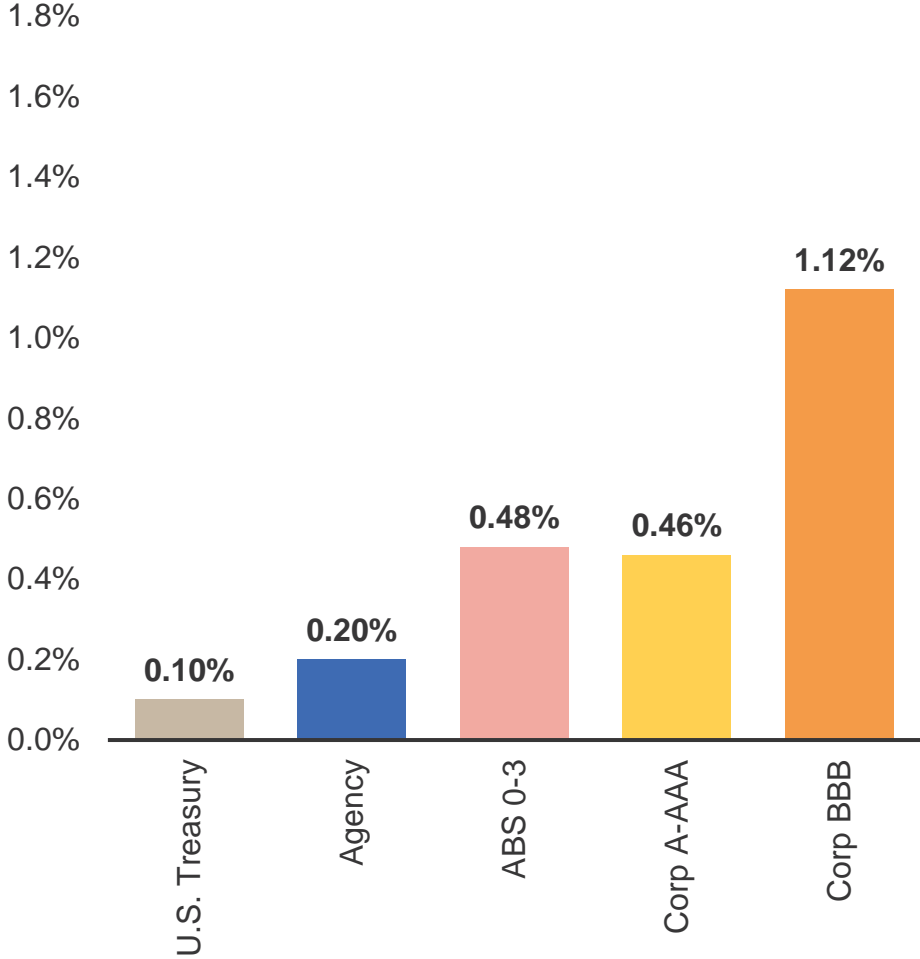
Asset-Backed Securities Yield Spreads



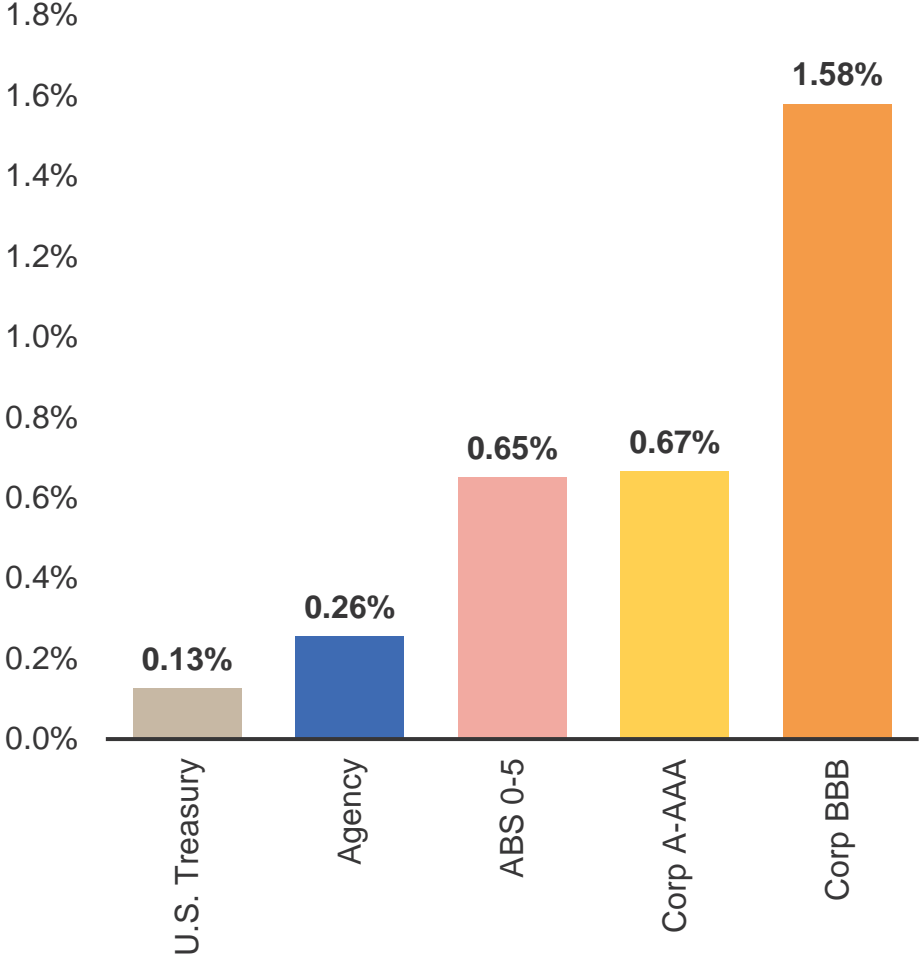
Source: ICE BofAML 1-5 year Indices via Bloomberg, MarketAxess, and PFM as of 10/2/2020. Spreads on ABS and MBS are option-adjusted spreads of 0-5 year indices based on weighted average life; spreads on agencies are relative to comparable maturity Treasuries. CMBS is Commercial Mortgage-Backed Securities.

Credit Sectors Outperform in the Third Quarter

1-3 Year Indices



1-5 Year Indices



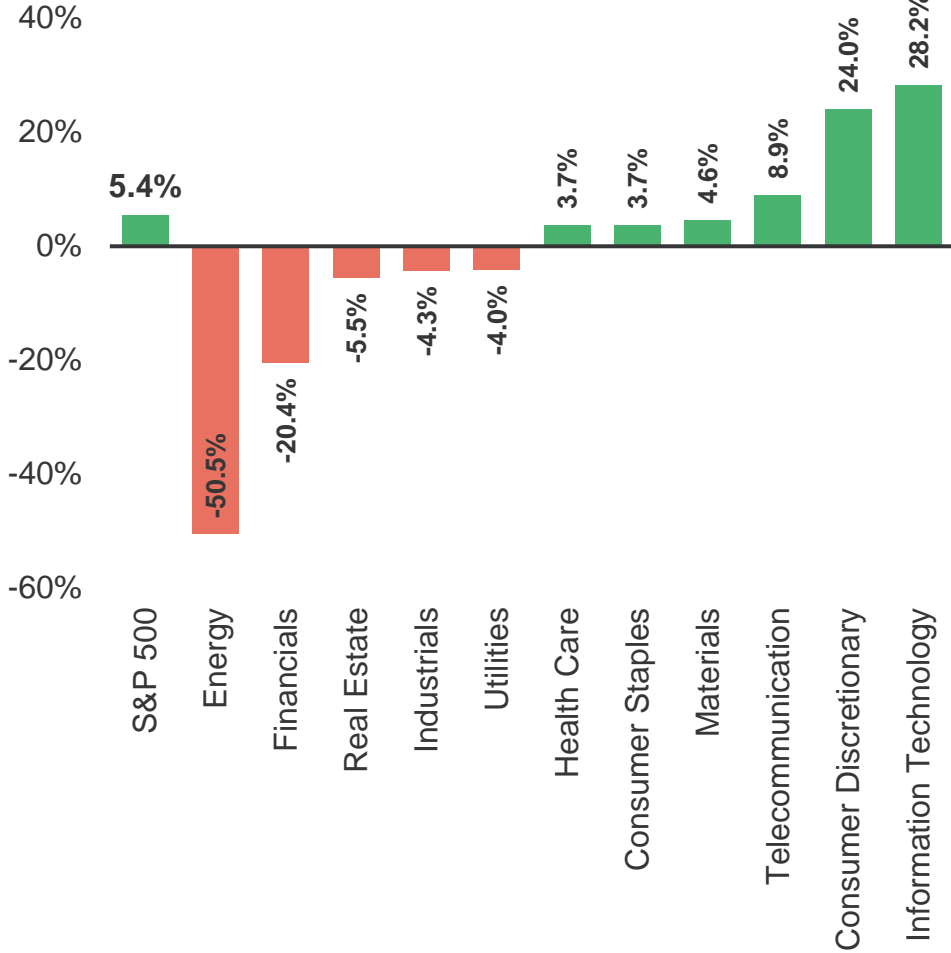
Source: Bloomberg as of 9/30/2020.

Equity Market Reaches New High Before Pullback

S&P 500 Price Change



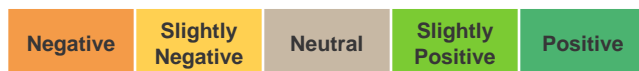
S&P 500 YTD Sector Performance



Source: Bloomberg as of 10/2/2020.

Fixed-Income Sector Outlook – October 2020

Sector	Our Investment Preferences	Comments
COMMERCIAL PAPER / CD		<ul style="list-style-type: none"> Front end credit spreads are close to historic tights; however, investor appetite remains strong; selectively add exposure.
TREASURIES		
T-Bill		<ul style="list-style-type: none"> T-Bills remain attractive relative to other short-term options. Renewed fiscal stimulus may result in elevated supply and drive the continued value in this sector.
T-Note		<ul style="list-style-type: none"> Treasury yields decreased over the month as Treasury volatility fell. Uncertainty around the path of the virus, additional fiscal support, and the November elections have offset the record level of treasury coupon issuance in moving yields lower.
FEDERAL AGENCIES		
Bullets		<ul style="list-style-type: none"> Agency spreads remained mostly range bound over the month. Current valuations remain attractive in the 3- and 5-year area, which have benefited the most from supply and should continued to be targeted.
Callables		<ul style="list-style-type: none"> Callable spreads tightened and new-issue coupons continued to fall as Treasury volatility hit a record low. Value remains on a structure-by-structure basis.
SUPRANATIONALS		<ul style="list-style-type: none"> Supranational spreads softened across the curve in response to robust issuance, which is expected to slow given annual funding targets are nearly met. New issue opportunities should continue to be evaluated.
CORPORATES		
Financials		<ul style="list-style-type: none"> We remain cautious with valuations on high-quality corporate bonds near record tight levels while fundamentals remain highly uncertain. New issue supply will likely decline after the record pace seen so far this year, a positive factor for the sector.
Industrials		<ul style="list-style-type: none"> The Fed's unprecedented support should help anchor spreads, but we have concerns around consumer finances and corporate balance sheets. Another surge in COVID-19 cases, rising geopolitical tensions and the Presidential election could be catalysts for another spike in volatility.
SECURITIZED		
Asset-Backed		<ul style="list-style-type: none"> ABS yield spreads tightened even as the sector experienced an elevated level of issuance in September. Credit enhancements on some new issue auto ABS deals have increased in response to concerns regarding consumer stress.
Agency Mortgage-Backed		<ul style="list-style-type: none"> The Fed continues "to support the smooth functioning" of the MBS market through its ongoing purchase program. However, spreads are narrow, and prepayments will stay elevated over the near-term as refinancings remain robust.
Agency CMBS		<ul style="list-style-type: none"> Agency CMBS spreads moved slightly wider in September and remain above historical averages as concerns regarding the ability of renters to pay remain.
MUNICIPALS		<ul style="list-style-type: none"> Taxable supply continues to come to market while spreads continue to tighten due to increased investor demand. We remain focused on the largest issuers while exercising caution on many sub-sectors given the fiscal impact from COVID-19.



Investment Strategy & Portfolio Review

Sector Allocation & Compliance

- The portfolio is in compliance with the City's Investment Policy and California Government Code.

Security Type	Market Value	% of Portfolio	% Change vs. 6/30/20	Permitted by Policy	In Compliance
U.S. Treasury	\$21,733,035	39.6%	-0.8%	100%	✓
Federal Agency	\$7,785,641	14.2%	+1.9%	100%	✓
Federal Agency CMOs	\$1,607,353	2.9%	-	100%	✓
Supranationals	\$442,585	0.8%	+0.1%	10%	✓
Negotiable CDs	\$5,191,203	9.5%	+1.3%	30%	✓
Corporate Notes	\$10,337,701	18.8%	-3.9%	30%	✓
Asset-Backed Securities	\$7,666,724	14.0%	+1.3%	20%	✓
Securities Sub-Total	\$54,764,243	99.8%			
Accrued Interest	\$194,259				
Securities Total	\$54,958,502				
Money Market Fund	\$111,752	0.2%	+0.1%	20%	✓
Total Investments	\$55,070,254	100.0%			

Market values, excluding accrued interest. Detail may not add to total due to rounding. Current investment policy as of June 2019.

Portfolio Recap

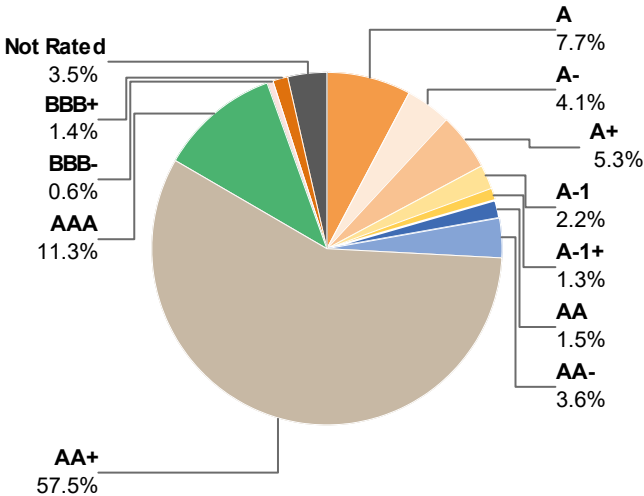
- Our third quarter strategy encompassed the following:
 - We maintained a sharp focus on portfolio safety with robust due diligence on credit and securitized products given the backdrop of a fragile economic environment.
 - The portfolio's duration was targeted to match its benchmark as few catalysts were present to push yields meaningfully higher over the near term.
 - U.S. Treasury allocation was reduced further as financial markets stabilized and other sectors presented better investment opportunities to enhance portfolio earnings. Increased allocations to other investment-grade sectors boosted performance for the second consecutive quarter.
 - We continued to increase allocation to the federal agency sector as yield spreads on new issue bonds remained elevated from a historical perspective, especially for maturities of three years and longer. Value in callable structures was limited as spreads narrowed noticeably on most structures.
 - In the supranational sector, heavy issuance was met with increased global demand, driving yield spreads narrower. In some cases, supranational spreads compressed to levels below those on comparable-maturity federal agencies, making them unattractive.
 - Investment-grade corporate notes were, once again, a significant benefit for portfolio performance during the quarter. Supply was robust as corporations continued to take advantage of the low borrowing rate environment by issuing new bonds at a rapid pace. However, investor demand was strong and pressured spreads lower. While narrower spreads benefited third quarter performance, they also reduced future earnings potential. As a result, we modestly decreased allocations in the sector with a focus on reducing exposure to industries that face significant headwinds and locking in gains on issuers with very tight spreads.
 - AAA-rated ABS offered fair value, so we increased the portfolio's allocation. After pausing new purchases in the second quarter, we reevaluated underlying risks in the sector by conducting robust stress testing under a wide range of adverse scenarios, which affirmed the ability of most ABS to weather the current economic downturn. In the third quarter, we once again became selective buyers of new issues, focusing on those issues with increased credit enhancements.

Portfolio Statistics

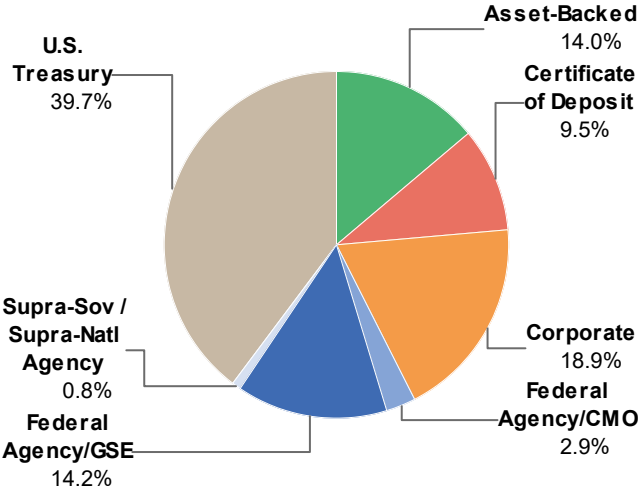
As of September 30, 2020

Par Value:	\$53,542,012
Total Market Value:	\$55,070,254
Security Market Value:	\$54,764,243
Accrued Interest:	\$194,259
Cash:	\$111,752
Amortized Cost:	\$53,638,027
Yield at Market:	0.50%
Yield at Cost:	1.72%
Effective Duration:	1.82 Years
Average Maturity:	2.15 Years
Average Credit: *	AA

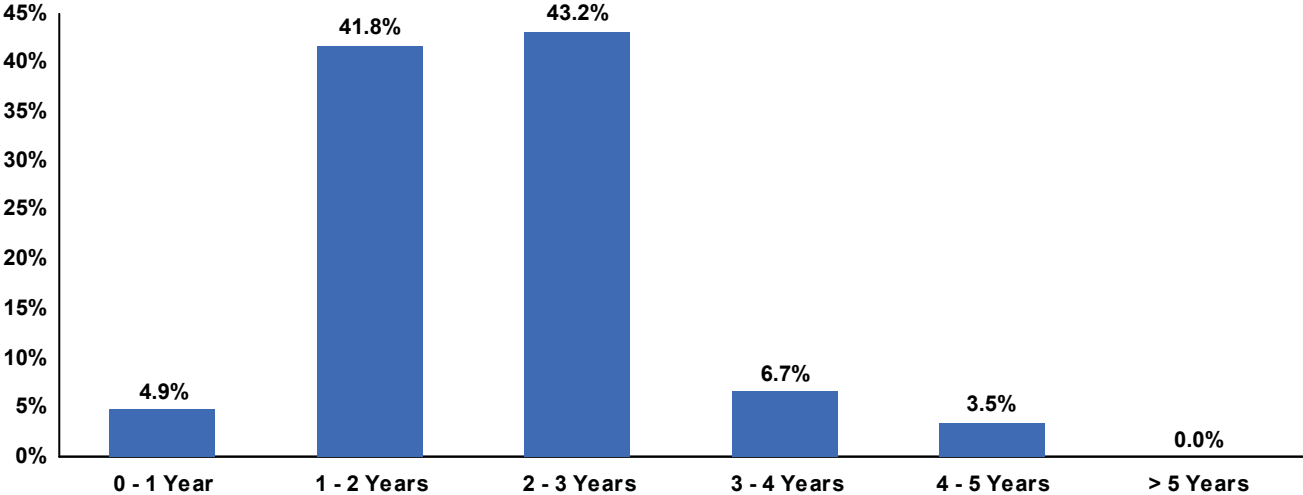
Credit Quality (S&P Ratings)**



Sector Allocation



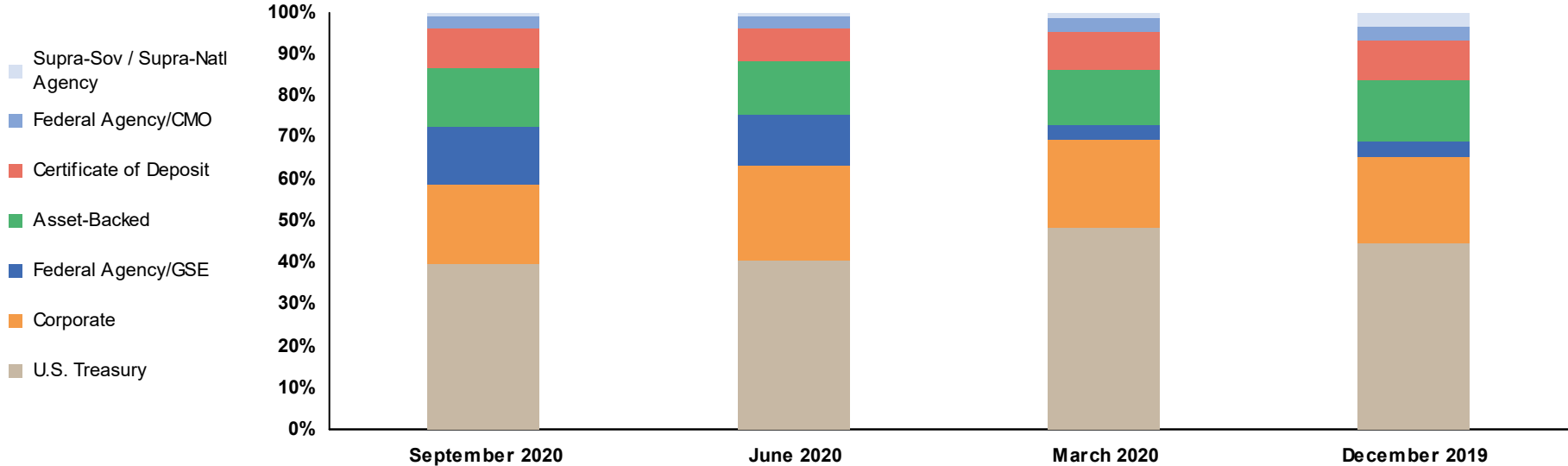
Maturity Distribution



*An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.
 **Securities held in the City's portfolio are in compliance with California Government Code and the City's investment policy dated June 2019.

Sector Allocation

Sector	September 30, 2020		June 30, 2020		March 31, 2020		December 31, 2019	
	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
U.S. Treasury	21.7	39.7%	24.1	40.5%	28.4	48.4%	25.7	44.6%
Corporate	10.3	18.9%	13.5	22.7%	12.2	20.9%	11.8	20.4%
Federal Agency/GSE	7.8	14.2%	7.3	12.3%	2.3	3.9%	2.2	3.9%
Asset-Backed	7.7	14.0%	7.5	12.7%	7.7	13.1%	8.6	15.0%
Certificate of Deposit	5.2	9.5%	4.9	8.2%	5.4	9.2%	5.3	9.3%
Federal Agency/CMO	1.6	2.9%	1.7	2.9%	1.8	3.1%	1.9	3.3%
Supra-Sov / Supra-Natl Agency	0.4	0.8%	0.4	0.7%	0.8	1.4%	2.0	3.5%
Total	\$54.8	100.0%	\$59.5	100.0%	\$58.5	100.0%	\$57.5	100.0%

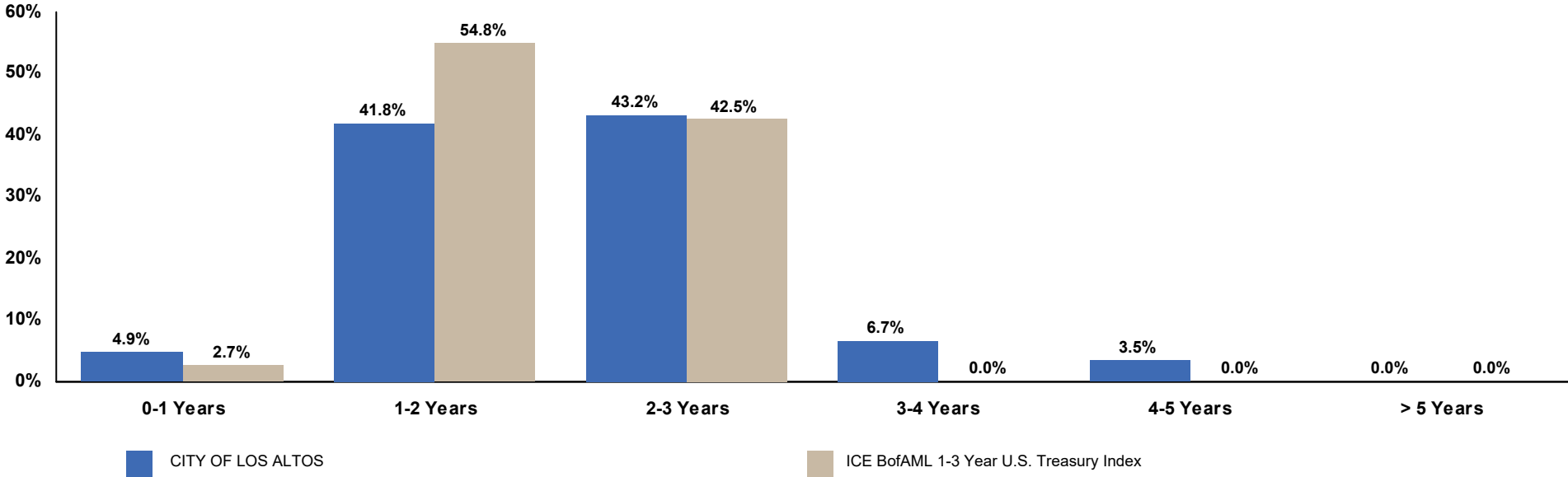


Detail may not add to total due to rounding.

Maturity Distribution

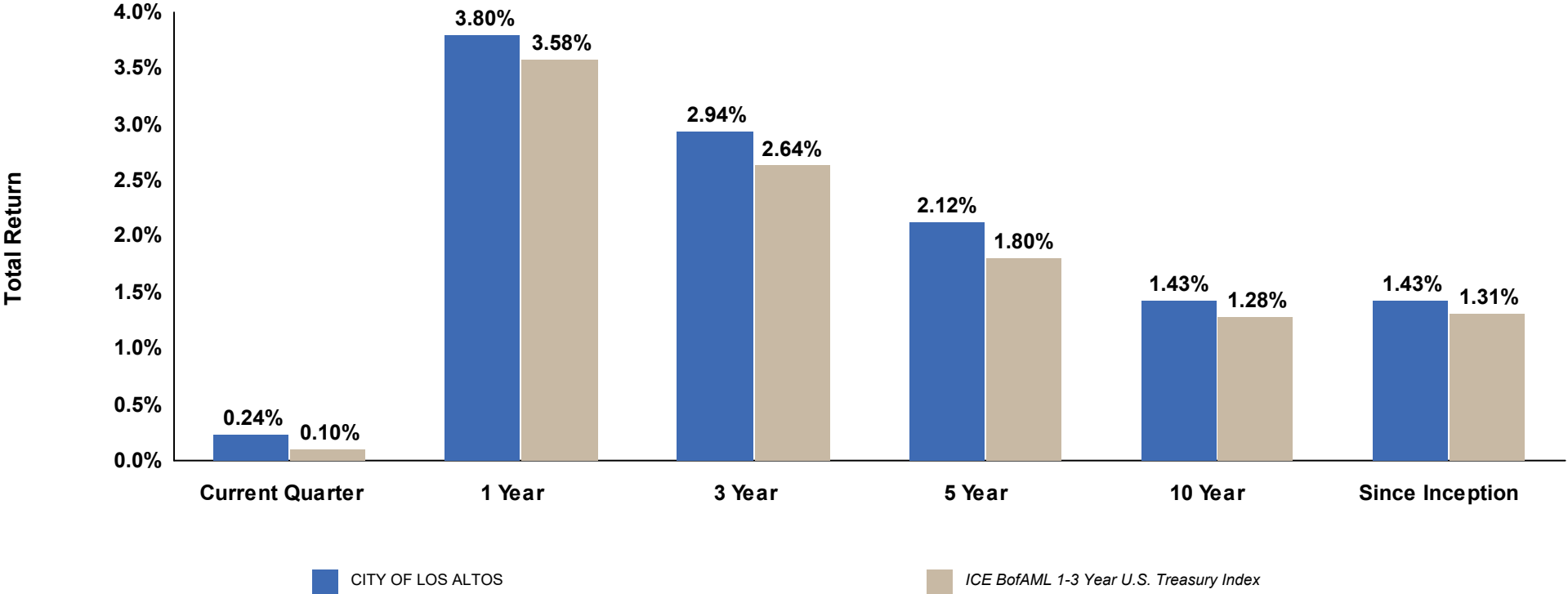
As of September 30, 2020

Portfolio/Benchmark	Yield at Market	Average Maturity	0-1 Years	1-2 Years	2-3 Years	3-4 Years	4-5 Years	>5 Years
CITY OF LOS ALTOS	0.50%	2.15 yrs	4.9%	41.8%	43.2%	6.7%	3.5%	0.0%
ICE BofAML 1-3 Year U.S. Treasury Index	0.13%	1.94 yrs	2.7%	54.8%	42.5%	0.0%	0.0%	0.0%



Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Current Quarter	Annualized Return				Since Inception (06/30/10)
			1 Year	3 Year	5 Year	10 Year	
CITY OF LOS ALTOS	1.82	0.24%	3.80%	2.94%	2.12%	1.43%	1.43%
ICE BofAML 1-3 Year U.S. Treasury Index	1.83	0.10%	3.58%	2.64%	1.80%	1.28%	1.31%
Difference		0.14%	0.22%	0.30%	0.32%	0.15%	0.12%



Portfolio performance is gross of fees unless otherwise indicated.

Portfolio Earnings
Quarter-Ended September 30, 2020

	Market Value Basis	Accrual (Amortized Cost) Basis
Beginning Value (06/30/2020)	\$59,459,581.31	\$58,013,931.89
Net Purchases/Sales	(\$4,568,995.37)	(\$4,568,995.37)
Change in Value	(\$126,342.60)	\$193,090.50
Ending Value (09/30/2020)	\$54,764,243.34	\$53,638,027.02
Interest Earned	\$270,921.01	\$270,921.01
Portfolio Earnings	\$144,578.41	\$464,011.51

Investment Strategy Outlook

- The U.S. and global economic recoveries have been stronger than expected. In the U.S., however, the pace of recovery appears to be slowing. Getting back to pre-pandemic growth and employment levels will likely be challenging.
- Considering the economic uncertainties that remain, we plan on maintaining the portfolio's neutral duration position relative to the benchmark.
- Our outlook for major investment-grade sectors includes the following:
 - Agencies – The continued reach for yield and safety should pressure agency spreads back to pre-COVID levels. Given this backdrop, we plan to continue to add to allocations at current yield spreads, which remain historically wide. Value is concentrated in maturities of three years and longer.
 - Supranationals – Agencies are also more attractive than supranationals, whose spreads have tightened dramatically. Supply is expected to be light and value significantly limited as we head towards year end.
 - Corporates – Corporate liquidity is strong, and debt servicing costs are low, but we have concerns about the slowing of the economic recovery and the longer-term effects of increased leverage on corporate balance sheets. Another surge in COVID-19 cases, a stock market sell-off, rising geopolitical tensions, and the presidential election could be catalysts for a potential spike in volatility. Further, a global slowdown, trade conflicts, and a weaker dollar may continue to pressure industrial profits. On the other hand, rating agency downgrades have slowed materially, which is a positive, and the Fed's unprecedented support should help anchor spreads. As a result, corporates will remain a core, long-term holding in the portfolio and we will continue to exercise caution.
 - Agency MBS – Given the high level of prepayments and potential for heightened market volatility through the rest of the year, the sector is likely to trail Treasuries as long as the 10-year Treasury remains below 1%. At present, there are more than 19 million high-quality mortgages that are at risk for refinancing. Picking amongst structures and the coupon stack is vital to performance. We are cautious in our choice of sector and very selective, avoiding coupons on the cusp of potential refinancing.
 - Taxable Municipals – The taxable municipal sector remains attractive even though valuations have increased. We remain focused on the largest issuers while exercising caution on many subsectors given the fiscal impact from COVID-19. Purchases in the sector will likely be made in new issues, which are expected to remain elevated.

Issuer Distribution

Sector/Issuer Distribution

As of September 30, 2020

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
Asset-Backed			
ALLY AUTO RECEIVABLES TRUST	163,185	2.1%	0.3%
BMW FINANCIAL SERVICES NA LLC	56,672	0.7%	0.1%
BMW VEHICLE OWNER TRUST	130,332	1.7%	0.2%
CAPITAL ONE FINANCIAL CORP	590,785	7.7%	1.1%
CAPITAL ONE PRIME AUTO REC TRUST	178,946	2.3%	0.3%
CARMAX AUTO OWNER TRUST	806,255	10.5%	1.5%
DISCOVER FINANCIAL SERVICES	227,320	3.0%	0.4%
FIFTH THIRD AUTO TRUST	219,694	2.9%	0.4%
FORD CREDIT AUTO LEASE TRUST	89,627	1.2%	0.2%
FORD CREDIT AUTO OWNER TRUST	134,804	1.8%	0.2%
GM FINANCIAL AUTO LEASING TRUST	159,815	2.1%	0.3%
GM FINANCIAL SECURITIZED TERM	653,358	8.5%	1.2%
HARLEY-DAVIDSON MOTORCYCLE TRUST	437,996	5.7%	0.8%
HONDA AUTO RECEIVABLES	406,222	5.3%	0.7%
HYUNDAI AUTO RECEIVABLES	450,301	5.9%	0.8%
JOHN DEERE OWNER TRUST	38,213	0.5%	0.1%
MERCEDES-BENZ AUTO LEASE TRUST	321,627	4.2%	0.6%
MERCEDES-BENZ AUTO RECEIVABLES	226,403	3.0%	0.4%
NISSAN AUTO LEASE TRUST	97,923	1.3%	0.2%
NISSAN AUTO RECEIVABLES	584,019	7.6%	1.1%
TOYOTA MOTOR CORP	200,318	2.6%	0.4%

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
VERIZON OWNER TRUST	827,497	10.8%	1.5%
VOLKSWAGEN AUTO LEASE TRUST	147,575	1.9%	0.3%
VOLKSWAGEN OF AMERICA	342,034	4.5%	0.6%
WORLD OMNI AUTO REC TRUST	175,804	2.3%	0.3%
Sector Total	7,666,724	100.0%	14.0%
Certificate of Deposit			
CREDIT AGRICOLE SA	607,860	11.7%	1.1%
CREDIT SUISSE GROUP RK	450,384	8.7%	0.8%
DNB ASA	596,320	11.5%	1.1%
mitsubishi UFJ FINANCIAL GROUP INC	606,925	11.7%	1.1%
NORDEA BANK ABP	591,989	11.4%	1.1%
ROYAL BANK OF CANADA	714,895	13.8%	1.3%
SKANDINAVISKA ENSKILDA BANKEN AB	592,098	11.4%	1.1%
SOCIETE GENERALE	580,244	11.2%	1.1%
SUMITOMO MITSUI FINANCIAL GROUP INC	450,487	8.7%	0.8%
Sector Total	5,191,203	100.0%	9.5%
Corporate			
3M COMPANY	196,196	1.9%	0.4%
ADOBE INC	206,029	2.0%	0.4%
AMAZON.COM INC	315,403	3.1%	0.6%
AMERICAN HONDA FINANCE	283,147	2.7%	0.5%
APPLE INC	356,288	3.4%	0.7%
BANK OF AMERICA CO	215,947	2.1%	0.4%

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
BOEING COMPANY	298,816	2.9%	0.5%
CATERPILLAR INC	459,381	4.4%	0.8%
CHEVRON CORPORATION	380,679	3.7%	0.7%
CITIGROUP INC	461,356	4.5%	0.8%
CLOROX COMPANY	234,819	2.3%	0.4%
COMCAST CORP	220,769	2.1%	0.4%
DEERE & COMPANY	384,468	3.7%	0.7%
EXXON MOBIL CORP	436,357	4.2%	0.8%
GENERAL DYNAMICS CORP	241,847	2.3%	0.4%
GOLDMAN SACHS GROUP INC	304,098	2.9%	0.6%
HOME DEPOT INC	161,519	1.6%	0.3%
HONEYWELL INTERNATIONAL	404,275	3.9%	0.7%
IBM CORP	312,159	3.0%	0.6%
JP MORGAN CHASE & CO	623,428	6.0%	1.1%
MERCK & CO INC	282,938	2.7%	0.5%
NATIONAL RURAL UTILITIES CO FINANCE CORP	127,383	1.2%	0.2%
NORTHERN TRUST	285,882	2.8%	0.5%
PACCAR FINANCIAL CORP	444,158	4.3%	0.8%
PEPSICO INC	151,515	1.5%	0.3%
PFIZER INC	181,211	1.8%	0.3%
PNC FINANCIAL SERVICES GROUP	296,034	2.9%	0.5%
THE BANK OF NEW YORK MELLON CORPORATION	597,543	5.8%	1.1%
THE WALT DISNEY CORPORATION	153,334	1.5%	0.3%
TOYOTA MOTOR CORP	489,453	4.7%	0.9%
TRUIST FIN CORP	520,416	5.0%	1.0%

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
US BANCORP	310,855	3.0%	0.6%
Sector Total	10,337,701	100.0%	18.9%
Federal Agency/CMO			
FANNIE MAE	504,297	31.4%	0.9%
FREDDIE MAC	1,103,056	68.6%	2.0%
Sector Total	1,607,353	100.0%	2.9%
Federal Agency/GSE			
FANNIE MAE	2,812,191	36.1%	5.1%
FREDDIE MAC	4,973,450	63.9%	9.1%
Sector Total	7,785,641	100.0%	14.2%
Supra-Sov / Supra-Natl Agency			
INTER-AMERICAN DEVELOPMENT BANK	442,585	100.0%	0.8%
Sector Total	442,585	100.0%	0.8%
U.S. Treasury			
UNITED STATES TREASURY	21,733,035	100.0%	39.7%
Sector Total	21,733,035	100.0%	39.7%
Portfolio Total	54,764,243	100.0%	100.0%

Portfolio Transactions

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
BUY									
7/6/20	7/8/20	150,000	14913R2D8	CATERPILLAR FINL SERVICE CORPORATE NOTES	0.65%	7/7/23	149,916.00	0.67%	
7/8/20	7/10/20	1,135,000	3135G05G4	FANNIE MAE NOTES	0.25%	7/10/23	1,132,559.75	0.32%	
7/8/20	7/15/20	130,000	09661RAD3	BMWOT 2020-A A3	0.48%	10/25/24	129,990.19	0.48%	
7/10/20	7/14/20	450,000	86565CKU2	SUMITOMO MITSUI BANK NY CERT DEPOS	0.70%	7/8/22	450,000.00	0.70%	
7/14/20	7/22/20	195,000	44933FAC0	HART 2020-B A3	0.48%	12/16/24	194,963.50	0.48%	
7/21/20	7/27/20	200,000	89237VAB5	TAOT 2020-C A3	0.44%	10/15/24	199,984.60	0.44%	
8/4/20	8/12/20	310,000	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	309,934.90	0.47%	
8/5/20	8/7/20	450,000	22549L6F7	CREDIT SUISSE NEW YORK CERT DEPOS	0.52%	2/1/22	450,000.00	0.52%	
8/11/20	8/19/20	205,000	362590AC5	GMCAR 2020-3 A3	0.45%	4/16/25	204,953.10	0.45%	
8/17/20	8/19/20	280,000	438516CC8	HONEYWELL INTERNATIONAL CORPORATE NOTES	0.48%	8/19/22	280,000.00	0.48%	
8/19/20	8/21/20	1,075,000	3137EAEV7	FREDDIE MAC NOTES	0.25%	8/24/23	1,073,903.50	0.28%	
9/2/20	9/4/20	735,000	3137EAEW5	FREDDIE MAC NOTES	0.25%	9/8/23	734,757.45	0.26%	
9/2/20	9/4/20	465,000	3137EAEW5	FREDDIE MAC NOTES	0.25%	9/8/23	465,084.91	0.24%	
9/15/20	9/23/20	75,000	58769EAC2	MBALT 2020-B A3	0.40%	11/15/23	74,996.20	0.40%	
9/22/20	9/29/20	135,000	362569AC9	GMALT 2020-3 A3	0.45%	8/21/23	134,987.07	0.45%	
9/22/20	9/29/20	180,000	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/24	179,973.56	0.37%	
9/28/20	10/1/20	200,000	06051GHL6	BANK OF AMERICA CORP NOTES	3.86%	7/23/24	218,289.73	1.58%	
Total BUY		6,370,000					6,384,294.46		
INTEREST									
7/1/20	7/1/20	0	MONEY0002	MONEY MARKET FUND				1.01	
7/1/20	7/25/20	46,712	3137FKK70	FHMS KJ23 A1	3.17%	3/1/22	123.55		
7/1/20	7/25/20	339,487	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	645.03		
7/1/20	7/25/20	208,033	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	647.05		

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
7/1/20	7/25/20	275,000	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	539.69		
7/1/20	7/25/20	275,000	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	575.21		
7/1/20	7/25/20	132,523	3137FKK39	FHMS KP05 A	3.20%	7/1/23	353.73		
7/1/20	7/25/20	300,000	3137BLUR7	FHLMC MULTIFAMILY STRUCTURED P	2.71%	6/1/22	679.00		
7/1/20	7/25/20	114,826	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	200.18		
7/11/20	7/11/20	1,100,000	3135G0U92	FANNIE MAE NOTES	2.62%	1/11/22	14,437.50		
7/15/20	7/15/20	195,580	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	519.92		
7/15/20	7/15/20	250,000	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	554.17		
7/15/20	7/15/20	182,414	65478BAD3	NISSAN AUTO LEASE TRUST	3.25%	9/15/21	494.04		
7/15/20	7/15/20	275,000	65479JAD5	NAROT 2019-C A3	1.93%	7/15/24	442.29		
7/15/20	7/15/20	175,000	98163WAC0	WOART 2020-B A3	0.63%	5/15/25	64.31		
7/15/20	7/15/20	575,000	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	824.17		
7/15/20	7/15/20	220,000	254683CM5	DCENT 2019-A3 A	1.89%	10/15/24	346.50		
7/15/20	7/15/20	257,181	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	670.81		
7/15/20	7/15/20	69,796	44891KAD7	HART 2018-A A3	2.79%	7/15/22	162.28		
7/15/20	7/15/20	175,000	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	366.04		
7/15/20	7/15/20	295,000	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	712.92		
7/15/20	7/15/20	176,876	34528FAD0	FORDO 2018-A A3	3.03%	11/15/22	446.61		
7/15/20	7/15/20	419,439	58769LAC6	MBALT 2018-B A3	3.21%	9/15/21	1,122.00		
7/15/20	7/15/20	130,000	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	202.58		
7/15/20	7/15/20	57,947	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	128.45		
7/15/20	7/15/20	205,000	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	457.83		
7/15/20	7/15/20	215,000	31680YAD9	FIFTH THIRD AUTO TRUST	2.64%	12/15/23	473.00		
7/15/20	7/15/20	1,600,000	912828Z29	UNITED STATES TREASURY NOTES	1.50%	1/15/23	12,000.00		
7/15/20	7/15/20	160,000	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/24	252.00		
7/15/20	7/15/20	288,729	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	729.04		
7/15/20	7/15/20	160,000	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	388.00		
7/15/20	7/15/20	3,100,000	9128285V8	US TREASURY NOTES	2.50%	1/15/22	38,750.00		
7/15/20	7/15/20	393,116	89238TAD5	TAOT 2018-B A3	2.96%	9/15/22	969.69		
7/15/20	7/15/20	125,000	63743HET5	NATIONAL RURAL UTIL COOP CORP NOTE	1.75%	1/21/22	972.22		

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
7/15/20	7/15/20	210,000	14315EAC4	CARMAX AUTO OWNER TRUST	3.36%	9/15/23	588.00		
7/15/20	7/15/20	300,000	41284WAC4	HDMOT 2019-A A3	2.34%	2/15/24	585.00		
7/16/20	7/16/20	216,116	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	543.89		
7/16/20	7/16/20	305,000	36256XAD4	GMCAR 2019-1 A3	2.97%	11/16/23	754.88		
7/18/20	7/18/20	71,194	43814UAG4	HAROT 2018-2 A3	3.01%	5/18/22	178.58		
7/18/20	7/18/20	170,000	43814WAC9	HAROT 2019-1 A3	2.83%	3/20/23	400.92		
7/20/20	7/20/20	400,000	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	1,083.33		
7/20/20	7/20/20	140,000	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	215.83		
7/20/20	7/20/20	365,000	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/24	590.08		
7/20/20	7/20/20	101,341	05586CAC8	BMWLT 2018-1 A3	3.26%	7/20/21	275.31		
7/20/20	7/20/20	90,985	36256GAD1	GMALT 2018-3 A3	3.18%	6/20/21	241.11		
7/20/20	7/20/20	145,000	92867XAD8	VWALT 2019-A A3	1.99%	11/21/22	240.46		
7/27/20	7/27/20	75,000	06406RAM9	BANK OF NY MELLON CORP NOTES	1.85%	1/27/23	689.90		
7/31/20	7/31/20	3,000,000	9128282P4	US TREASURY NOTES	1.87%	7/31/22	28,125.00		
7/31/20	7/31/20	2,250,000	912828V72	US TREASURY NOTES	1.87%	1/31/22	21,093.75		
7/31/20	7/31/20	1,500,000	912828P38	US TREASURY NOTES	1.75%	1/31/23	13,125.00		
8/1/20	8/1/20	135,000	097023CL7	BOEING CO NOTES	2.30%	8/1/21	1,552.50		
8/1/20	8/1/20	200,000	00724PAA7	ADOBE INC CORP NOTE	1.70%	2/1/23	1,681.11		
8/1/20	8/25/20	132,281	3137FKK39	FHMS KP05 A	3.20%	7/1/23	353.08		
8/1/20	8/25/20	275,000	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	575.21		
8/1/20	8/25/20	114,611	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	269.91		
8/1/20	8/25/20	46,069	3137FKK70	FHMS KJ23 A1	3.17%	3/1/22	378.65		
8/1/20	8/25/20	338,771	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	643.67		
8/1/20	8/25/20	300,000	3137BLUR7	FHLMC MULTIFAMILY STRUCTURED P	2.71%	6/1/22	679.00		
8/1/20	8/25/20	192,931	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	578.10		
8/1/20	8/25/20	275,000	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	539.69		
8/2/20	8/2/20	275,000	665859AN4	NORTHERN TRUST COMPANY CORP NOTES	2.37%	8/2/22	3,265.63		
8/3/20	8/3/20	0	MONEY0002	MONEY MARKET FUND			1.79		
8/8/20	8/8/20	120,000	438516BT2	HONEYWELL INTERNATIONAL (CALLABLE) NOTE	2.15%	8/8/22	1,290.00		
8/10/20	8/10/20	275,000	58933YQA8	MERCK & CO INC CORP NOTES	2.35%	2/10/22	3,231.25		

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
8/14/20	8/14/20	575,000	83369XDL9	SOCIETE GENERALE NY CERT DEPOS	1.80%	2/14/22	5,031.25		
8/15/20	8/15/20	200,000	89237VAB5	TAOT 2020-C A3	0.44%	10/15/24	44.00		
8/15/20	8/15/20	195,000	44933FAC0	HART 2020-B A3	0.48%	12/16/24	59.80		
8/15/20	8/15/20	250,000	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	554.17		
8/15/20	8/15/20	152,378	65478BAD3	NISSAN AUTO LEASE TRUST	3.25%	9/15/21	412.69		
8/15/20	8/15/20	162,246	34528FAD0	FORDO 2018-A A3	3.03%	11/15/22	409.67		
8/15/20	8/15/20	2,150,000	912828Z86	UNITED STATES TREASURY NOTES	1.37%	2/15/23	14,781.25		
8/15/20	8/15/20	130,000	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	202.58		
8/15/20	8/15/20	159,679	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	424.48		
8/15/20	8/15/20	220,000	254683CM5	DCENT 2019-A3 A	1.89%	10/15/24	346.50		
8/15/20	8/15/20	295,000	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	712.92		
8/15/20	8/15/20	215,000	31680YAD9	FIFTH THIRD AUTO TRUST	2.64%	12/15/23	473.00		
8/15/20	8/15/20	175,000	98163WAC0	WOART 2020-B A3	0.63%	5/15/25	91.88		
8/15/20	8/15/20	1,850,000	9128286C9	US TREASURY NOTES	2.50%	2/15/22	23,125.00		
8/15/20	8/15/20	160,000	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	388.00		
8/15/20	8/15/20	160,000	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/24	252.00		
8/15/20	8/15/20	300,000	41284WAC4	HDMOT 2019-A A3	2.34%	2/15/24	585.00		
8/15/20	8/15/20	357,321	58769LAC6	MBALT 2018-B A3	3.21%	9/15/21	955.83		
8/15/20	8/15/20	275,000	65479JAD5	NAROT 2019-C A3	1.93%	7/15/24	442.29		
8/15/20	8/15/20	210,000	14315EAC4	CARMAX AUTO OWNER TRUST	3.36%	9/15/23	588.00		
8/15/20	8/15/20	205,000	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	457.83		
8/15/20	8/15/20	242,082	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	631.43		
8/15/20	8/15/20	51,961	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	115.18		
8/15/20	8/15/20	175,000	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	366.04		
8/15/20	8/15/20	575,000	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	824.17		
8/15/20	8/15/20	266,704	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	673.43		
8/16/20	8/16/20	202,846	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	510.49		
8/16/20	8/16/20	299,625	36256XAD4	GMCAR 2019-1 A3	2.97%	11/16/23	741.57		
8/18/20	8/18/20	170,000	43814WAC9	HAROT 2019-1 A3	2.83%	3/20/23	400.92		
8/18/20	8/18/20	64,625	43814UAG4	HAROT 2018-2 A3	3.01%	5/18/22	162.10		

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
8/20/20	8/20/20	145,000	92867XAD8	VWALT 2019-A A3	1.99%	11/21/22	240.46		
8/20/20	8/20/20	365,000	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/24	590.08		
8/20/20	8/20/20	388,402	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	1,051.92		
8/20/20	8/20/20	85,707	05586CAC8	BMWLT 2018-1 A3	3.26%	7/20/21	232.84		
8/20/20	8/20/20	140,000	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	215.83		
8/20/20	8/20/20	71,622	36256GAD1	GMALT 2018-3 A3	3.18%	6/20/21	189.80		
8/23/20	8/23/20	505,000	06406RAK3	BANK OF NY MELLON CORP CORP NOTES	1.95%	8/23/22	4,923.75		
8/25/20	8/25/20	130,000	09661RAD3	BMWOT 2020-A A3	0.48%	10/25/24	69.33		
8/25/20	8/25/20	175,000	89236THA6	TOYOTA MOTOR CREDIT CORP CORPORATE NOTES	1.35%	8/25/23	584.06		
8/26/20	8/26/20	575,000	65558TLL7	NORDEA BANK ABP NEW YORK CERT DEPOS	1.85%	8/26/22	5,377.85		
8/26/20	8/26/20	575,000	83050PDR7	SKANDINAV ENSKILDA BANK LT CD	1.86%	8/26/22	5,406.92		
8/31/20	8/31/20	1,500,000	9128282S8	US TREASURY NOTES	1.62%	8/31/22	12,187.50		
9/1/20	9/1/20	150,000	254687FJ0	WALT DISNEY COMPANY/THE	1.65%	9/1/22	1,237.50		
9/1/20	9/1/20	155,000	437076BV3	HOME DEPOT INC	3.25%	3/1/22	2,518.75		
9/1/20	9/1/20	190,000	88579YBF7	3M COMPANY BONDS	2.75%	3/1/22	2,612.50		
9/1/20	9/1/20	0	MONEY0002	MONEY MARKET FUND			2.56		
9/1/20	9/1/20	130,000	69371RP75	PACCAR FINANCIAL CORP NOTE	2.85%	3/1/22	1,852.50		
9/1/20	9/25/20	300,000	3137BLUR7	FHLMC MULTIFAMILY STRUCTURED P	2.71%	6/1/22	679.00		
9/1/20	9/25/20	111,552	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	194.47		
9/1/20	9/25/20	132,050	3137FKK39	FHMS KP05 A	3.20%	7/1/23	352.46		
9/1/20	9/25/20	39,133	3137FKK70	FHMS KJ23 A1	3.17%	3/1/22	103.51		
9/1/20	9/25/20	338,086	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	753.78		
9/1/20	9/25/20	169,009	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	502.89		
9/1/20	9/25/20	275,000	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	539.69		
9/1/20	9/25/20	275,000	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	575.21		
9/6/20	9/6/20	225,000	24422ETG4	JOHN DEERE CAPITAL CORP	2.80%	3/6/23	3,150.00		
9/6/20	9/6/20	300,000	14913Q3A5	CATERPILLAR FINANCIAL SERVICES CORP NOTE	1.90%	9/6/22	2,850.00		
9/6/20	9/6/20	275,000	30231GAJ1	EXXON MOBIL CORP (CALLABLE) NOTE	2.39%	3/6/22	3,295.88		
9/8/20	9/8/20	300,000	89236TEC5	TOYOTA MOTOR CREDIT CORP NOTES	2.15%	9/8/22	3,225.00		
9/11/20	9/11/20	160,000	037833DL1	APPLE INC	1.70%	9/11/22	1,360.00		

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
9/11/20	9/11/20	175,000	717081ER0	PFIZER INC CORP BONDS	2.80%	3/11/22	2,450.00		
9/15/20	9/15/20	160,000	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/24	252.00		
9/15/20	9/15/20	226,504	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	590.80		
9/15/20	9/15/20	130,000	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	202.58		
9/15/20	9/15/20	175,000	98163WAC0	WOART 2020-B A3	0.63%	5/15/25	91.88		
9/15/20	9/15/20	220,000	254683CM5	DCENT 2019-A3 A	1.89%	10/15/24	346.50		
9/15/20	9/15/20	122,552	65478BAD3	NISSAN AUTO LEASE TRUST	3.25%	9/15/21	331.91		
9/15/20	9/15/20	225,000	189054AT6	CLOROX COMPANY CORP NOTE (CALLABLE)	3.05%	9/15/22	3,431.25		
9/15/20	9/15/20	147,148	34528FAD0	FORDO 2018-A A3	3.03%	11/15/22	371.55		
9/15/20	9/15/20	210,000	14315EAC4	CARMAX AUTO OWNER TRUST	3.36%	9/15/23	588.00		
9/15/20	9/15/20	44,413	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	98.45		
9/15/20	9/15/20	195,000	44933FAC0	HART 2020-B A3	0.48%	12/16/24	78.00		
9/15/20	9/15/20	300,000	41284WAC4	HDMOT 2019-A A3	2.34%	2/15/24	585.00		
9/15/20	9/15/20	295,000	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	712.92		
9/15/20	9/15/20	120,408	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	320.09		
9/15/20	9/15/20	205,000	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	457.83		
9/15/20	9/15/20	296,308	58769LAC6	MBALT 2018-B A3	3.21%	9/15/21	792.62		
9/15/20	9/15/20	175,000	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	366.04		
9/15/20	9/15/20	275,000	65479JAD5	NAROT 2019-C A3	1.93%	7/15/24	442.29		
9/15/20	9/15/20	215,000	31680YAD9	FIFTH THIRD AUTO TRUST	2.64%	12/15/23	473.00		
9/15/20	9/15/20	250,000	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	554.17		
9/15/20	9/15/20	575,000	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	824.17		
9/15/20	9/15/20	300,000	91159HHC7	US BANCORP (CALLABLE) NOTE	3.00%	3/15/22	4,500.00		
9/15/20	9/15/20	244,044	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	616.21		
9/15/20	9/15/20	160,000	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	388.00		
9/15/20	9/15/20	200,000	89237VAB5	TAOT 2020-C A3	0.44%	10/15/24	73.33		
9/16/20	9/16/20	205,000	362590AC5	GMCAR 2020-3 A3	0.45%	4/16/25	69.19		
9/16/20	9/16/20	189,277	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	476.35		
9/16/20	9/16/20	282,043	36256XAD4	GMCAR 2019-1 A3	2.97%	11/16/23	698.06		
9/18/20	9/18/20	58,054	43814UAG4	HAROT 2018-2 A3	3.01%	5/18/22	145.62		

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
9/18/20	9/18/20	170,000	43814WAC9	HAROT 2019-1 A3	2.83%	3/20/23	400.92		
9/20/20	9/20/20	140,000	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	215.83		
9/20/20	9/20/20	70,032	05586CAC8	BMWLT 2018-1 A3	3.26%	7/20/21	190.25		
9/20/20	9/20/20	145,000	92867XAD8	VWALT 2019-A A3	1.99%	11/21/22	240.46		
9/20/20	9/20/20	45,470	36256GAD1	GMALT 2018-3 A3	3.18%	6/20/21	120.50		
9/20/20	9/20/20	362,116	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	980.73		
9/20/20	9/20/20	365,000	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/24	590.08		
9/21/20	9/21/20	310,000	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	157.84		
9/25/20	9/25/20	130,000	09661RAD3	BMWOT 2020-A A3	0.48%	10/25/24	52.00		
Total INTEREST		51,250,356					299,937.38		

PAYDOWNS

7/1/20	7/25/20	642	3137FKK70	FHMS KJ23 A1	3.17%	3/1/22	642.36		0.00
7/1/20	7/25/20	215	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	215.08		0.00
7/1/20	7/25/20	407	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	406.59		0.00
7/1/20	7/25/20	309	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	309.24		0.00
7/1/20	7/25/20	15,102	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	15,102.05		0.00
7/1/20	7/25/20	242	3137FKK39	FHMS KP05 A	3.20%	7/1/23	241.69		0.00
7/15/20	7/15/20	15,099	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	15,098.81		0.00
7/15/20	7/15/20	62,118	58769LAC6	MBALT 2018-B A3	3.21%	9/15/21	62,117.95		0.00
7/15/20	7/15/20	35,900	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	35,900.45		0.00
7/15/20	7/15/20	30,036	65478BAD3	NISSAN AUTO LEASE TRUST	3.25%	9/15/21	30,035.84		0.00
7/15/20	7/15/20	32,411	89238TAD5	TAOT 2018-B A3	2.96%	9/15/22	32,410.53		0.00
7/15/20	7/15/20	22,025	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	22,025.40		0.00
7/15/20	7/15/20	5,986	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	5,986.21		0.00
7/15/20	7/15/20	14,630	34528FAD0	FORDO 2018-A A3	3.03%	11/15/22	14,629.89		0.00
7/15/20	7/15/20	6,691	44891KAD7	HART 2018-A A3	2.79%	7/15/22	6,690.58		0.00
7/16/20	7/16/20	13,270	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	13,269.99		0.00

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
7/16/20	7/16/20	5,375	36256XAD4	GMCAR 2019-1 A3	2.97%	11/16/23	5,374.64		0.00
7/18/20	7/18/20	6,569	43814UAG4	HAROT 2018-2 A3	3.01%	5/18/22	6,568.98		0.00
7/20/20	7/20/20	19,363	36256GAD1	GMALT 2018-3 A3	3.18%	6/20/21	19,363.32		0.00
7/20/20	7/20/20	11,598	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	11,597.57		0.00
7/20/20	7/20/20	15,635	05586CAC8	BMWLT 2018-1 A3	3.26%	7/20/21	15,634.63		0.00
8/1/20	8/25/20	231	3137FKK39	FHMS KP05 A	3.20%	7/1/23	231.49		0.00
8/1/20	8/25/20	389	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	389.23		0.00
8/1/20	8/25/20	6,936	3137FKK70	FHMS KJ23 A1	3.17%	3/1/22	6,936.40		0.00
8/1/20	8/25/20	296	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	296.03		0.00
8/1/20	8/25/20	23,922	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	23,921.62		0.00
8/1/20	8/25/20	3,059	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	3,058.76		0.00
8/15/20	8/15/20	39,271	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	39,271.21		0.00
8/15/20	8/15/20	15,578	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	15,577.66		0.00
8/15/20	8/15/20	15,098	34528FAD0	FORDO 2018-A A3	3.03%	11/15/22	15,098.33		0.00
8/15/20	8/15/20	7,548	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	7,548.35		0.00
8/15/20	8/15/20	22,659	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	22,659.47		0.00
8/15/20	8/15/20	61,013	58769LAC6	MBALT 2018-B A3	3.21%	9/15/21	61,012.84		0.00
8/15/20	8/15/20	29,825	65478BAD3	NISSAN AUTO LEASE TRUST	3.25%	9/15/21	29,825.42		0.00
8/16/20	8/16/20	13,569	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	13,568.97		0.00
8/16/20	8/16/20	17,582	36256XAD4	GMCAR 2019-1 A3	2.97%	11/16/23	17,582.42		0.00
8/18/20	8/18/20	6,571	43814UAG4	HAROT 2018-2 A3	3.01%	5/18/22	6,571.14		0.00
8/20/20	8/20/20	26,152	36256GAD1	GMALT 2018-3 A3	3.18%	6/20/21	26,152.00		0.00
8/20/20	8/20/20	26,286	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	26,286.30		0.00
8/20/20	8/20/20	15,674	05586CAC8	BMWLT 2018-1 A3	3.26%	7/20/21	15,674.28		0.00
9/1/20	9/25/20	563	3137FKK70	FHMS KJ23 A1	3.17%	3/1/22	562.90		0.00
9/1/20	9/25/20	193	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	193.21		0.00
9/1/20	9/25/20	58,939	3137FKK39	FHMS KP05 A	3.20%	7/1/23	58,939.48		0.00
9/1/20	9/25/20	5,738	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	5,737.99		0.00
9/1/20	9/25/20	4,971	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	4,971.05		0.00
9/1/20	9/25/20	4,364	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	4,364.10		0.00

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
9/15/20	9/15/20	51,031	58769LAC6	MBALT 2018-B A3	3.21%	9/15/21	51,030.55		0.00
9/15/20	9/15/20	13,997	34528FAD0	FORDO 2018-A A3	3.03%	11/15/22	13,997.35		0.00
9/15/20	9/15/20	6,415	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	6,414.75		0.00
9/15/20	9/15/20	25,058	65478BAD3	NISSAN AUTO LEASE TRUST	3.25%	9/15/21	25,058.16		0.00
9/15/20	9/15/20	31,119	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	31,118.60		0.00
9/15/20	9/15/20	21,021	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	21,020.76		0.00
9/15/20	9/15/20	14,371	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	14,370.71		0.00
9/16/20	9/16/20	17,596	36256XAD4	GMCAR 2019-1 A3	2.97%	11/16/23	17,596.14		0.00
9/16/20	9/16/20	13,700	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	13,699.96		0.00
9/18/20	9/18/20	5,962	43814UAG4	HAROT 2018-2 A3	3.01%	5/18/22	5,961.81		0.00
9/20/20	9/20/20	26,949	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	26,949.14		0.00
9/20/20	9/20/20	20,580	36256GAD1	GMALT 2018-3 A3	3.18%	6/20/21	20,580.28		0.00
9/20/20	9/20/20	13,621	05586CAC8	BMWLT 2018-1 A3	3.26%	7/20/21	13,620.70		0.00
Total PAYDOWNS		981,471					981,471.36		0.00
SELL									
7/6/20	7/8/20	150,000	14913Q2N8	CATERPILLAR FINANCIAL SERVICES CORP CORP	3.15%	9/7/21	156,349.13		4,805.89
7/8/20	7/10/20	320,000	911312BP0	UNITED PARCEL SERVICE CORPORATE BOND	2.05%	4/1/21	325,823.20		4,135.58
7/8/20	7/10/20	230,000	63743HER9	NATIONAL RURAL UTIL COOP NOTE	2.90%	3/15/21	236,203.99		4,130.19
7/8/20	7/10/20	100,000	05531FAZ6	BRANCH BANKING & TRUST (CALLABLE) NOTES	2.15%	2/1/21	101,816.58		958.63
7/9/20	7/9/20	550,000	87019U6D6	SWEDBANK (NEW YORK) CERT DEPOS	2.27%	11/16/20	555,838.25		3,965.50
7/10/20	7/14/20	100,000	717081EM1	PFIZER INC CORP NOTE	3.00%	9/15/21	104,133.67		3,194.34
7/10/20	7/14/20	325,000	3130AF5B9	FEDERAL HOME LOAN BANKS NOTES	3.00%	10/12/21	338,837.42		11,425.83
7/22/20	7/27/20	240,000	717081EM1	PFIZER INC CORP NOTE	3.00%	9/15/21	250,149.60		7,631.39
8/5/20	8/7/20	360,706	89238TAD5	TAOT 2018-B A3	2.96%	9/15/22	366,571.46		5,215.94
8/5/20	8/7/20	63,105	44891KAD7	HART 2018-A A3	2.79%	7/15/22	63,883.50		674.83
8/11/20	8/12/20	70,000	808513AW5	CHARLES SCHWAB CORP NOTES	3.25%	5/21/21	71,940.58		1,429.24
8/17/20	8/19/20	200,000	808513AW5	CHARLES SCHWAB CORP NOTES	3.25%	5/21/21	205,584.89		3,997.51

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
8/18/20	8/19/20	135,000	88579YBA8	3M COMPANY	3.00%	9/14/21	140,367.15		3,722.13
8/20/20	8/21/20	550,000	61746BEA0	MORGAN STANLEY CORP NOTES	2.50%	4/21/21	562,668.33		10,018.95
8/20/20	8/21/20	550,000	025816CB3	AMERICAN EXPRESS CO CORP NOTES	3.00%	2/22/21	564,441.17		6,376.19
9/2/20	9/4/20	775,000	9128285F3	UNITED STATES TREASURY NOTES	2.87%	10/15/21	807,227.65		22,718.61
9/2/20	9/4/20	205,000	12189LAF8	BURLINGTN NORTH SANTA FE CORP NOTES	3.45%	9/15/21	213,361.10		2,525.76
9/14/20	9/15/20	550,000	3135G0U92	FANNIE MAE NOTES	2.62%	1/11/22	570,623.17		18,231.01
9/14/20	9/15/20	550,000	3135G0U92	FANNIE MAE NOTES	2.62%	1/11/22	570,623.17		17,992.31
9/14/20	9/15/20	300,000	9128285F3	UNITED STATES TREASURY NOTES	2.87%	10/15/21	312,488.34		8,557.27
9/14/20	9/15/20	1,100,000	9128285V8	US TREASURY NOTES	2.50%	1/15/22	1,139,180.03		35,263.78
9/14/20	9/15/20	1,475,000	3137EAEQ8	FREDDIE MAC NOTES	0.37%	4/20/23	1,484,440.61		10,401.85
9/14/20	9/16/20	325,000	02665WCP4	AMERICAN HONDA FINANCE CORP NOTES	3.37%	12/10/21	339,716.00		11,851.67
9/14/20	9/16/20	550,000	06051GGS2	BANK OF AMERICA CORP (CALLED OMD 10/01/2	2.32%	10/1/20	556,308.50		477.47
Total SELL		9,773,811					10,038,577.49		199,701.87

Portfolio Holdings

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 10/31/2016 1.250% 10/31/2021	912828T67	975,000.00	AA+	Aaa	11/8/2019	11/12/2019	966,773.44	1.69	5,100.20	970,480.54	986,730.42
US TREASURY NOTES DTD 01/15/2019 2.500% 01/15/2022	9128285V8	2,000,000.00	AA+	Aaa	2/4/2019	2/4/2019	1,998,671.88	2.52	10,597.83	1,999,418.64	2,060,937.60
US TREASURY NOTES DTD 01/31/2017 1.875% 01/31/2022	912828V72	2,250,000.00	AA+	Aaa	1/7/2019	1/9/2019	2,209,042.97	2.50	7,107.68	2,232,159.15	2,302,031.25
US TREASURY NOTES DTD 02/15/2019 2.500% 02/15/2022	9128286C9	1,850,000.00	AA+	Aaa	3/1/2019	3/5/2019	1,847,976.56	2.54	5,906.93	1,849,057.73	1,909,836.03
UNITED STATES TREASURY NOTES DTD 04/15/2019 2.250% 04/15/2022	9128286M7	1,250,000.00	AA+	Aaa	5/1/2019	5/3/2019	1,250,878.91	2.23	12,986.68	1,250,457.39	1,290,625.00
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	1,875,000.00	AA+	Aaa	6/3/2019	6/5/2019	1,876,538.09	1.85	5,923.06	1,875,891.88	1,934,472.75
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	250,000.00	AA+	Aaa	6/11/2019	6/13/2019	249,941.41	1.88	789.74	249,965.79	257,929.70
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	875,000.00	AA+	Aaa	7/1/2019	7/3/2019	877,973.63	1.76	2,764.10	876,767.25	902,753.95
US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022	9128282S8	1,500,000.00	AA+	Aaa	10/3/2019	10/4/2019	1,512,304.69	1.34	2,087.36	1,508,098.85	1,542,656.25
UNITED STATES TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	550,000.00	AA+	Aaa	12/2/2019	12/4/2019	546,218.75	1.62	3,491.97	547,310.47	563,835.91
UNITED STATES TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	300,000.00	AA+	Aaa	12/20/2019	12/20/2019	297,562.50	1.67	1,904.71	298,239.32	307,546.86
UNITED STATES TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	1,350,000.00	AA+	Aaa	12/2/2019	12/4/2019	1,340,507.81	1.63	8,571.21	1,343,248.38	1,383,960.87
UNITED STATES TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	850,000.00	AA+	Aaa	10/31/2019	11/4/2019	846,845.70	1.50	5,396.69	847,818.96	871,382.77
UNITED STATES TREASURY NOTES DTD 01/15/2020 1.500% 01/15/2023	912828Z29	1,600,000.00	AA+	Aaa	2/3/2020	2/5/2020	1,607,875.00	1.33	5,086.96	1,606,124.19	1,649,500.00
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	1,500,000.00	AA+	Aaa	1/2/2020	1/6/2020	1,506,093.75	1.61	4,422.55	1,504,631.47	1,556,015.70

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
UNITED STATES TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	2,150,000.00	AA+	Aaa	3/2/2020	3/4/2020	2,187,373.05	0.78	3,775.65	2,180,057.92	2,212,820.42
Security Type Sub-Total		21,125,000.00					21,122,578.14	1.82	85,913.32	21,139,727.93	21,733,035.48
Supra-National Agency Bond / Note											
INTER-AMERICAN DEVEL BK CORPORATE NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	440,000.00	AAA	Aaa	4/17/2020	4/24/2020	439,850.40	0.51	776.11	439,871.68	442,585.44
Security Type Sub-Total		440,000.00					439,850.40	0.51	776.11	439,871.68	442,585.44
Federal Agency Collateralized Mortgage Obligation											
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	164,038.37	AA+	Aaa	4/11/2018	4/30/2018	167,301.26	2.93	486.65	164,934.33	165,163.19
FHMS KJ23 A1 DTD 12/01/2018 3.174% 03/01/2022	3137FKK70	38,569.92	AA+	Aaa	12/7/2018	12/14/2018	38,569.61	3.17	102.02	38,569.78	38,569.92
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	300,000.00	AA+	Aaa	3/13/2019	3/18/2019	299,626.76	2.76	679.00	299,806.21	306,894.59
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	275,000.00	AA+	Aaa	6/12/2019	6/17/2019	275,859.38	2.25	539.69	275,493.95	281,566.45
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	275,000.00	AA+	Aaa	8/13/2019	8/16/2019	279,554.69	1.98	575.21	277,954.92	285,359.63
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGQ4	141,689.09	AA+	Aaa	9/11/2019	9/16/2019	142,571.96	2.08	269.21	142,284.95	146,505.81
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGQ4	186,294.92	AA+	Aaa	9/4/2019	9/9/2019	188,735.55	1.86	353.96	187,932.36	192,628.02
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	73,110.46	AA+	Aaa	12/7/2018	12/17/2018	73,110.24	3.20	195.14	73,110.33	75,724.89
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FQ3V3	111,358.97	AA+	Aaa	11/20/2019	11/26/2019	111,356.29	2.09	194.14	111,356.78	114,940.39

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		1,565,061.73					1,576,685.74	2.36	3,395.02	1,571,443.61	1,607,352.89
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	500,000.00	AA+	Aaa	6/3/2020	6/4/2020	500,400.00	0.35	750.00	500,355.31	502,045.00
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	1,110,000.00	AA+	Aaa	5/5/2020	5/7/2020	1,109,533.80	0.39	1,665.00	1,109,596.50	1,114,539.90
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	1,175,000.00	AA+	Aaa	5/20/2020	5/22/2020	1,171,463.25	0.35	1,052.60	1,171,889.60	1,176,026.95
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	500,000.00	AA+	Aaa	6/3/2020	6/4/2020	498,380.00	0.36	447.92	498,558.17	500,437.00
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	1,080,000.00	AA+	Aaa	6/24/2020	6/26/2020	1,076,846.40	0.35	712.50	1,077,125.76	1,080,682.56
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	1,135,000.00	AA+	Aaa	7/8/2020	7/10/2020	1,132,559.75	0.32	638.44	1,132,744.72	1,135,727.54
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	1,075,000.00	AA+	Aaa	8/19/2020	8/21/2020	1,073,903.50	0.28	298.62	1,073,944.44	1,075,719.18
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	735,000.00	AA+	Aaa	9/2/2020	9/4/2020	734,757.45	0.26	137.81	734,763.41	735,283.71
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	465,000.00	AA+	Aaa	9/2/2020	9/4/2020	465,084.91	0.24	87.19	465,082.82	465,179.49
Security Type Sub-Total		7,775,000.00					7,762,929.06	0.33	5,790.08	7,764,060.73	7,785,641.33
Corporate Note											
BOEING CO NOTES DTD 07/31/2019 2.300% 08/01/2021	097023CL7	135,000.00	BBB-	Baa2	7/29/2019	7/31/2019	134,994.60	2.30	517.50	134,997.76	136,735.29
BOEING COMPANY NOTE DTD 10/31/2014 2.350% 10/30/2021	097023BG9	160,000.00	BBB-	Baa2	5/21/2019	5/23/2019	158,358.40	2.79	1,577.11	159,274.08	162,080.64
CITIGROUP INC CORP (CALLABLE) NOTE DTD 12/08/2016 2.900% 12/08/2021	172967LC3	300,000.00	BBB+	A3	3/13/2019	3/15/2019	299,079.00	3.02	2,730.83	299,600.81	307,854.90

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
NATIONAL RURAL UTIL COOP CORP NOTE DTD 02/05/2020 1.750% 01/21/2022	63743HET5	125,000.00	A	A2	1/22/2020	2/5/2020	124,890.00	1.79	461.81	124,926.72	127,383.00
MERCK & CO INC CORP NOTES DTD 02/10/2015 2.350% 02/10/2022	58933YQA8	275,000.00	AA-	A1	1/14/2019	1/16/2019	269,890.50	2.99	915.52	272,734.68	282,938.43
PACCAR FINANCIAL CORP NOTE DTD 03/01/2019 2.850% 03/01/2022	69371RP75	130,000.00	A+	A1	2/22/2019	3/1/2019	129,885.60	2.88	308.75	129,946.14	134,623.19
HOME DEPOT INC DTD 12/06/2018 3.250% 03/01/2022	437076BV3	155,000.00	A	A2	11/27/2018	12/6/2018	154,575.30	3.34	419.79	154,814.44	161,518.84
3M COMPANY BONDS DTD 02/22/2019 2.750% 03/01/2022	88579YBF7	190,000.00	A+	A1	2/12/2019	2/22/2019	189,910.70	2.77	435.42	189,958.22	196,196.28
EXXON MOBIL CORP (CALLABLE) NOTE DTD 03/06/2015 2.397% 03/06/2022	30231GAJ1	275,000.00	AA	Aa1	11/26/2018	11/28/2018	266,651.00	3.38	457.76	271,356.93	282,185.75
PFIZER INC CORP BONDS DTD 03/11/2019 2.800% 03/11/2022	717081ER0	175,000.00	AA-	A1	3/4/2019	3/11/2019	174,989.50	2.80	272.22	174,994.96	181,211.45
US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022	91159HHC7	300,000.00	A+	A1	6/14/2019	6/18/2019	305,295.00	2.33	400.00	302,731.85	310,855.20
GOLDMAN SACHS GROUP INC (CALLABLE) NOTE DTD 01/26/2017 3.000% 04/26/2022	38141GWC4	300,000.00	BBB+	A3	2/13/2019	2/15/2019	296,706.00	3.36	3,875.00	298,384.08	304,098.30
PACCAR FINANCIAL CORP CORP NOTES DTD 05/10/2019 2.650% 05/10/2022	69371RP83	250,000.00	A+	A1	5/3/2019	5/10/2019	249,865.00	2.67	2,594.79	249,927.82	259,059.25
IBM CORP DTD 05/15/2019 2.850% 05/13/2022	459200JX0	300,000.00	A	A2	11/1/2019	11/5/2019	306,726.00	1.93	3,277.50	304,306.10	312,158.70
BRANCH BANKING & TRUST CORP NOTES DTD 03/18/2019 3.050% 06/20/2022	05531FBG7	500,000.00	A-	A3	3/11/2019	3/18/2019	499,985.00	3.05	4,278.47	499,992.10	520,415.50
AMERICAN HONDA FINANCE DTD 06/27/2019 2.200% 06/27/2022	02665WCY5	275,000.00	A-	A3	6/24/2019	6/27/2019	274,747.00	2.23	1,579.72	274,853.65	283,147.15

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
NORTHERN TRUST COMPANY CORP NOTES DTD 08/02/2012 2.375% 08/02/2022	665859AN4	275,000.00	A+	A2	8/9/2019	8/13/2019	278,338.50	1.95	1,070.40	277,061.56	285,882.30
HONEYWELL INTERNATIONAL (CALLABLE) NOTE DTD 08/08/2019 2.150% 08/08/2022	438516BT2	120,000.00	A	A2	7/30/2019	8/8/2019	119,878.80	2.19	379.83	119,925.25	123,859.08
HONEYWELL INTERNATIONAL CORPORATE NOTES DTD 08/19/2020 0.483% 08/19/2022	438516CC8	280,000.00	A	A2	8/17/2020	8/19/2020	280,000.00	0.48	157.78	280,000.00	280,415.80
BANK OF NY MELLON CORP CORP NOTES DTD 08/23/2019 1.950% 08/23/2022	06406RAK3	325,000.00	A	A1	9/3/2019	9/5/2019	325,897.00	1.85	668.96	325,572.32	334,722.05
BANK OF NY MELLON CORP CORP NOTES DTD 08/23/2019 1.950% 08/23/2022	06406RAK3	180,000.00	A	A1	8/20/2019	8/23/2019	179,942.40	1.96	370.50	179,963.68	185,384.52
WALT DISNEY COMPANY/THE DTD 09/06/2019 1.650% 09/01/2022	254687FJ0	150,000.00	A-	A2	9/3/2019	9/6/2019	149,674.50	1.72	206.25	149,791.15	153,333.60
CATERPILLAR FINANCIAL SERVICES CORP NOTE DTD 09/06/2019 1.900% 09/06/2022	14913Q3A5	300,000.00	A	A3	9/3/2019	9/6/2019	299,583.00	1.95	395.83	299,731.77	308,544.30
TOYOTA MOTOR CREDIT CORP NOTES DTD 09/08/2017 2.150% 09/08/2022	89236TEC5	300,000.00	A+	A1	7/19/2019	7/23/2019	299,760.00	2.18	412.08	299,851.55	309,910.80
APPLE INC DTD 09/11/2019 1.700% 09/11/2022	037833DL1	160,000.00	AA+	Aa1	9/4/2019	9/11/2019	159,972.80	1.71	151.11	159,982.38	164,351.36
CLOROX COMPANY CORP NOTE (CALLABLE) DTD 09/13/2012 3.050% 09/15/2022	189054AT6	225,000.00	A-	Baa1	5/7/2020	5/11/2020	235,287.00	1.07	305.00	233,364.07	234,818.78
BANK OF NY MELLON CORP NOTES DTD 01/28/2020 1.850% 01/27/2023	06406RAM9	75,000.00	A	A1	1/21/2020	1/28/2020	74,947.50	1.87	246.67	74,959.34	77,435.93
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	65,000.00	A	A2	1/22/2020	2/3/2020	64,910.95	1.75	184.17	64,930.57	66,959.36

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	135,000.00	A	A2	1/23/2020	2/3/2020	134,981.10	1.70	382.50	134,985.26	139,069.44
JOHN DEERE CAPITAL CORP DTD 03/04/2016 2.800% 03/06/2023	24422ETG4	225,000.00	A	A2	5/12/2020	5/14/2020	236,452.50	0.96	437.50	234,889.78	238,299.75
JPMORGAN CHASE & CO BONDS DTD 03/22/2019 3.207% 04/01/2023	46647PBB1	600,000.00	A-	A2	3/15/2019	3/22/2019	600,000.00	3.21	9,621.00	600,000.00	623,427.60
EXXON MOBIL CORPORATION CORPORATE NOTES DTD 04/15/2020 1.571% 04/15/2023	30231GBL5	150,000.00	AA	Aa1	5/11/2020	5/13/2020	151,935.00	1.12	1,086.61	151,679.30	154,170.90
PEPSICO INC CORPORATE NOTES DTD 05/01/2020 0.750% 05/01/2023	713448EY0	150,000.00	A+	A1	4/29/2020	5/1/2020	149,703.00	0.82	468.75	149,744.50	151,515.15
APPLE INC CORPORATE NOTES DTD 05/11/2020 0.750% 05/11/2023	037833DV9	190,000.00	AA+	Aa1	5/4/2020	5/11/2020	189,483.20	0.84	554.17	189,550.69	191,936.29
CHEVRON CORP CORPORATE NOTES DTD 05/11/2020 1.141% 05/11/2023	166764BV1	85,000.00	AA	Aa2	5/7/2020	5/11/2020	85,000.00	1.14	377.16	85,000.00	86,572.93
GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	225,000.00	A	A2	5/8/2020	5/12/2020	240,777.00	1.00	2,868.75	238,679.31	241,846.65
AMAZON.COM INC CORPORATE NOTES DTD 06/03/2020 0.400% 06/03/2023	023135BP0	315,000.00	AA-	A2	6/1/2020	6/3/2020	314,559.00	0.45	413.00	314,607.33	315,403.20
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 06/08/2020 0.800% 06/08/2023	69371RQ82	50,000.00	A+	A1	6/1/2020	6/8/2020	49,930.50	0.85	125.56	49,937.80	50,475.60
CHEVRON CORP DTD 06/24/2013 3.191% 06/24/2023	166764AH3	275,000.00	AA	Aa2	2/25/2020	2/27/2020	288,950.75	1.62	2,364.44	286,455.03	294,106.45
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/04/2020 0.700% 07/05/2023	24422EVH9	145,000.00	A	A2	6/1/2020	6/4/2020	144,881.10	0.73	329.87	144,893.67	146,168.41

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 07/08/2020 0.650% 07/07/2023	14913R2D8	150,000.00	A	A3	7/6/2020	7/8/2020	149,916.00	0.67	224.79	149,922.53	150,836.25
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 05/26/2020 1.350% 08/25/2023	89236THA6	175,000.00	A+	A1	5/20/2020	5/26/2020	174,935.25	1.36	236.25	174,942.24	179,541.78
COMCAST CORP (CALLABLE) CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCR0	200,000.00	A-	A3	5/7/2020	5/11/2020	219,118.00	1.20	3,412.22	217,170.80	220,769.20
CITIGROUP INC CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	150,000.00	BBB+	A3	5/7/2020	5/14/2020	150,000.00	1.68	957.86	150,000.00	153,500.70
BANK OF AMERICA CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	200,000.00	A-	A2	9/28/2020	10/1/2020	216,830.00	1.58	1,459.73	216,830.00	215,946.80
Security Type Sub-Total		9,720,000.00					9,802,193.45	2.04	53,970.93	9,797,222.22	10,041,666.85
Certificate of Deposit											
MUFG BANK LTD/NY CERT DEPOS DTD 02/28/2019 2.970% 02/26/2021	55379WZT6	600,000.00	A-1	P-1	2/27/2019	2/28/2019	600,000.00	2.94	10,791.00	600,000.00	606,925.20
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 04/04/2019 2.830% 04/02/2021	22535CDU2	600,000.00	A-1	P-1	4/3/2019	4/4/2019	600,000.00	2.83	8,395.67	600,000.00	607,860.00
ROYAL BANK OF CANADA NY CD DTD 06/08/2018 3.240% 06/07/2021	78012UEE1	700,000.00	A-1+	P-1	6/7/2018	6/8/2018	700,000.00	3.24	7,182.00	700,000.00	714,895.30
CREDIT SUISSE NEW YORK CERT DEPOS DTD 08/07/2020 0.520% 02/01/2022	22549L6F7	450,000.00	A+	A1	8/5/2020	8/7/2020	450,000.00	0.52	357.50	450,000.00	450,383.85
SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	575,000.00	A	A1	2/14/2020	2/19/2020	575,000.00	1.80	1,351.25	575,000.00	580,244.00

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKU2	450,000.00	A	A1	7/10/2020	7/14/2020	450,000.00	0.70	691.25	450,000.00	450,486.90
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	575,000.00	AA-	Aa3	8/27/2019	8/29/2019	575,000.00	1.84	1,063.75	575,000.00	591,988.95
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	575,000.00	A+	Aa2	8/29/2019	9/3/2019	575,000.00	1.85	1,069.50	575,000.00	592,098.20
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	575,000.00	AA-	Aa2	12/4/2019	12/6/2019	575,000.00	2.03	3,942.58	575,000.00	596,320.43
Security Type Sub-Total		5,100,000.00					5,100,000.00	2.08	34,844.50	5,100,000.00	5,191,202.83
Bank Note											
PNC BANK NA CORP NOTES DTD 06/08/2018 3.500% 06/08/2023	69353RFL7	275,000.00	A	A2	2/11/2020	2/13/2020	289,891.25	1.81	3,021.18	284,474.12	296,034.48
Security Type Sub-Total		275,000.00					289,891.25	1.81	3,021.18	284,474.12	296,034.48
Asset-Backed Security											
GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021	36256GAD1	24,889.67	AAA	Aaa	9/18/2018	9/26/2018	24,887.70	3.18	24.18	24,889.15	24,931.02
BMWLT 2018-1 A3 DTD 10/17/2018 3.260% 07/20/2021	05586CAC8	56,411.73	AAA	Aaa	10/10/2018	10/17/2018	56,403.89	3.27	56.19	56,409.46	56,672.12
MBALT 2018-B A3 DTD 11/20/2018 3.210% 09/15/2021	58769LAC6	245,277.36	AAA	NR	11/15/2018	11/20/2018	245,271.87	3.21	349.93	245,275.50	246,624.30
NISSAN AUTO LEASE TRUST DTD 10/24/2018 3.250% 09/15/2021	65478BAD3	97,494.10	AAA	Aaa	10/16/2018	10/24/2018	97,485.58	3.25	140.82	97,491.29	97,922.61
FORDL 2018-B A3 DTD 09/21/2018 3.190% 12/15/2021	34531LAD2	89,289.59	NR	Aaa	9/18/2018	9/21/2018	89,282.04	3.19	126.59	89,286.78	89,626.61

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
JDOT 2018-A A3 DTD 02/28/2018 2.660% 04/15/2022	47788CAC6	37,998.15	NR	Aaa	2/21/2018	2/28/2018	37,995.41	2.66	44.92	37,997.13	38,212.84
HAROT 2018-2 A3 DTD 05/30/2018 3.010% 05/18/2022	43814UAG4	52,092.03	AAA	NR	5/22/2018	5/30/2018	52,090.90	3.01	56.62	52,091.57	52,690.04
FORDO 2018-A A3 DTD 05/22/2018 3.030% 11/15/2022	34528FAD0	133,150.46	AAA	NR	5/15/2018	5/22/2018	133,128.92	3.03	179.31	133,140.27	134,804.08
VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022	92867XAD8	145,000.00	AAA	NR	10/1/2019	10/4/2019	144,997.71	1.99	88.17	144,998.44	147,574.87
MBART 2018-1 A3 DTD 07/25/2018 3.030% 01/15/2023	58772RAD6	223,023.44	AAA	Aaa	7/17/2018	7/25/2018	223,014.89	3.03	300.34	223,019.07	226,402.62
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	170,000.00	AAA	NR	2/19/2019	2/27/2019	169,995.44	2.83	173.73	169,997.23	173,588.26
VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	335,166.99	AAA	Aaa	11/15/2018	11/21/2018	335,152.91	3.25	332.84	335,158.85	342,034.43
GMCAR 2018-3 A3 DTD 07/18/2018 3.020% 05/16/2023	36255JAD6	175,576.64	AAA	NR	7/11/2018	7/18/2018	175,535.69	3.03	220.93	175,554.41	178,508.30
CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	212,133.44	AAA	NR	7/18/2018	7/25/2018	212,104.52	3.13	295.10	212,117.46	216,064.76
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	250,000.00	AAA	NR	4/3/2019	4/10/2019	249,967.10	2.66	295.56	249,978.73	255,069.75
GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	135,000.00	AAA	Aaa	9/22/2020	9/29/2020	134,987.07	0.45	3.38	134,987.09	134,884.31
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	160,000.00	NR	Aaa	2/5/2019	2/13/2019	159,980.67	2.91	206.93	159,987.55	163,185.09
CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	210,000.00	AAA	NR	10/17/2018	10/24/2018	209,998.07	3.36	313.60	209,998.83	215,324.95
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	295,000.00	NR	Aaa	2/5/2019	2/13/2019	294,955.31	2.90	380.22	294,970.93	302,021.65
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	175,000.00	AAA	Aaa	5/21/2019	5/30/2019	174,964.55	2.51	195.22	174,975.21	178,945.73

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	75,000.00	AAA	NR	9/15/2020	9/23/2020	74,996.20	0.40	6.67	74,996.23	75,002.25
GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	264,446.80	NR	Aaa	1/8/2019	1/16/2019	264,417.53	2.97	327.25	264,427.88	269,691.57
FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	215,000.00	AAA	Aaa	4/30/2019	5/8/2019	214,952.74	2.65	252.27	214,967.13	219,693.62
HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	300,000.00	NR	Aaa	6/19/2019	6/26/2019	299,976.78	2.34	312.00	299,983.12	305,412.09
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	205,000.00	AAA	NR	4/9/2019	4/17/2019	204,979.05	2.68	244.18	204,985.27	210,661.32
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	365,000.00	AAA	NR	10/1/2019	10/8/2019	364,971.86	1.94	216.36	364,977.95	373,764.53
NAROT 2019-C A3 DTD 10/23/2019 1.930% 07/15/2024	65479JAD5	275,000.00	AAA	Aaa	10/16/2019	10/23/2019	274,985.48	1.93	235.89	274,988.37	281,997.79
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	140,000.00	AAA	Aaa	1/21/2020	1/29/2020	139,983.61	1.85	79.14	139,986.07	143,566.22
COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024	14041NFU0	575,000.00	AAA	NR	8/28/2019	9/5/2019	574,855.22	1.73	439.56	574,886.65	590,785.42
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	130,000.00	AAA	Aaa	1/21/2020	1/29/2020	129,971.65	1.87	108.04	129,975.70	132,584.15
TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	200,000.00	AAA	Aaa	7/21/2020	7/27/2020	199,984.60	0.44	39.11	199,985.26	200,317.88
DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	220,000.00	NR	Aaa	10/24/2019	10/31/2019	219,952.74	1.89	184.80	219,961.51	227,319.80
HAROT 2020-3 A3 DTD 09/29/2020 0.370% 10/18/2024	43813KAC6	180,000.00	AAA	NR	9/22/2020	9/29/2020	179,973.56	0.37	3.70	179,973.60	179,943.57
BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	130,000.00	AAA	NR	7/8/2020	7/15/2020	129,990.19	0.48	10.40	129,990.68	130,331.81
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	160,000.00	AAA	NR	1/14/2020	1/22/2020	159,968.61	1.89	134.40	159,973.05	164,203.79

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	195,000.00	AAA	NR	7/14/2020	7/22/2020	194,963.50	0.48	41.60	194,965.11	195,230.80
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	310,000.00	NR	Aaa	8/4/2020	8/12/2020	309,934.90	0.47	40.47	309,936.87	310,166.32
GMCAR 2020-3 A3 DTD 08/19/2020 0.450% 04/16/2025	362590AC5	205,000.00	NR	Aaa	8/11/2020	8/19/2020	204,953.10	0.46	38.44	204,954.29	205,158.47
WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	175,000.00	AAA	NR	6/16/2020	6/24/2020	174,986.28	0.63	49.00	174,987.04	175,804.30
Security Type Sub-Total		7,541,950.40					7,540,997.84	2.13	6,547.86	7,541,226.73	7,666,724.04
Managed Account Sub Total		53,542,012.13					53,635,125.88	1.72	194,259.00	53,638,027.02	54,764,243.34
Securities Sub-Total		\$53,542,012.13					\$53,635,125.88	1.72%	\$194,259.00	\$53,638,027.02	\$54,764,243.34
Accrued Interest											\$194,259.00
Total Investments											\$54,958,502.34

Bolded items are forward settling trades.

IMPORTANT DISCLOSURES

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

GLOSSARY

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO DURATION:** Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **EFFECTIVE DURATION:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **INTEREST RATE:** Interest per year divided by principal amount and expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.
- **PASS THROUGH SECURITY:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

GLOSSARY

- **REPURCHASE AGREEMENTS:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **SETTLE DATE:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- **TRADE DATE:** The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- **UNSETTLED TRADE:** A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- **U.S. TREASURY:** The department of the U.S. government that issues Treasury securities.
- **YIELD:** The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- **YTM AT COST:** The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- **YTM AT MARKET:** The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.



CONSENT CALENDAR

Agenda Item # 3

AGENDA REPORT SUMMARY

Meeting Date: November 24, 2020

Subject: Professional Service Agreement for Fremont Avenue Pedestrian Bridge Rehabilitation Project, TS-01055

Prepared by: Kathy Kim, Assistant Civil Engineer

Reviewed by: Jim Sandoval, Engineering Services Director

Approved by: Chris Jordan, City Manager

Attachment(s):

1. Consultant Proposal
2. Fremont Avenue Pedestrian Bridge Feasibility Study

Initiated by:

City Council – CIP Project CF-01027, Fremont Avenue Pedestrian Bridge Feasibility Study

Previous Council Consideration:

None

Fiscal Impact:

The proposed agreement has a not-to-exceed price of \$193,234.00.

- Breakdown of funds to be used:
 - o \$193,234 General Fund
- Amount already included in approved budget: No
- Amount above budget requested: \$193,234

Staff recommends utilizing \$193,234 from the General Fund to replenish project TS-01055 in FY-2020-21 to carry out engineering work for this unforeseen safety project.

Environmental Review:

Not applicable.

Policy Question(s) for Council Consideration:

None

Summary:

- Fremont Avenue Pedestrian Feasibility Study was conducted in 2016 and the bridge was found to be in fair to good condition with isolated areas of recommended repair.

Reviewed By:

City Manager

CJ

City Attorney

JH

Finance Director

SE



Subject: Professional Service Agreement for Fremont Avenue Pedestrian Bridge Rehabilitation Project, TS-01055

-
- City released a request for proposal for engineering design services three times on 12/05/17, 04/24/18, and 09/27/18. But City did not receive any proposals from design firms.
 - Staff contracted Drake Haglan and Associates who prepared the feasibility study for design and obtained the attached proposal. Drake Haglan and Associates was acquired by Dewberry Engineers, Inc., in 2019.
 - Staff recommends awarding the agreement to Dewberry Engineers, Inc. Their lead engineer Dennis Haglan is intimately familiar with the bridge design and its maintenance issues since he did the 2016 feasibility study before his company was acquired by Dewberry.

Staff Recommendation:

Move to authorize the City Manager to execute a professional services agreement between City of Los Altos and Dewberry Engineers, Inc., with the amount not to exceed \$193,234.00 for design, bidding and construction support, construction inspection, and optional engineering and arborist services for unforeseen conditions for CIP project TS-01055.

Purpose

Authorize the City Manager to execute a professional service agreement between City of Los Altos and Dewberry Engineers, Inc., with the amount not to exceed \$193,234.00 for design and construction support services for CIP project TS-01055.

Background

A community outreach for Fremont Avenue Bridge Replacement project (i.e., the concrete vehicular bridge adjacent to the wooden pedestrian bridge) was held in 2009 to discuss the option of replacing the existing wood pedestrian/bicycle bridge with a concrete sidewalk and a bike lane on the north side of the new Fremont Avenue concrete bridge. The community was in favor of keeping the existing wood pedestrian/bicycle bridge and adding a new bike lane on the north side of the new concrete bridge. As result of the community outreach, the City committed to evaluating Fremont Avenue Pedestrian bridge as a follow up to the Fremont Avenue Bridge Replacement project.

On September 28, 2016, a community meeting was held for Fremont Avenue Pedestrian Bridge Feasibility Study. Following this community meeting, Drake Haglan and Associates conducted the feasibility study and concluded that rehabilitation is the most cost effective and recommended alternative. As a result, Fremont Ave Pedestrian Bridge Rehabilitation Project, TS-01055 was funded in Fiscal Year 2017/2018. The recommended rehabilitation includes but is not limited to replacement of timber decking, replacement of the end-spans middle glulam strings in-kind, replacement of structural blocking and cross bracing, replacement of timber railing, installation of a drainage system, and back filling of the first span to repair scour damaged and loss of backfill material. Existing bridge abutments are in good shape and will remain.



Subject: Professional Service Agreement for Fremont Avenue Pedestrian Bridge Rehabilitation Project, TS-01055

\$250,000 in funding was originally available in the approved 5-year CIP under project TS-01055. During the FY 2020/21 budget process, the Council approved staff's recommendation to defer the design project because the overall structure of the bridge was confirmed to be in good condition. However, upon reports this past summer from a local resident regarding loose planks, staff did a more thorough investigation and discovered isolated areas of deterioration of the ledger-blocking timbers supporting some of the planks on the west end of the bridge, which need replacement and repair. For economies of scale, staff recommends hiring a bridge engineer to address all the long-range maintenance issues associated with the bridge, not just the immediate safety issue. For budget reasons, construction may need to occur in phases over several years, beginning with the immediate safety concerns.

Discussion/Analysis

City staff attempted to solicit proposals from engineering design firms three different times in the past. Request for proposals were released in December 2017, April 2018, and September 2018. However, the City did not receive any proposals.

Staff requested a proposal from Drake Haglan and Associates who prepared the Fremont Avenue Pedestrian Bridge Feasibility Study and negotiated a contract amount. Drake Haglan and Associates was acquired by Dewberry Engineers, Inc., in 2019. Based on the firm's experience with similar projects and Dennis Haglan's intimate familiarity with the wooden bridge's design and maintenance issues, staff recommends awarding the project to Dewberry Engineers, Inc., for the not-to-exceed amount of \$193,234.00. Drake Haglan and Associates also served as the consultant engineer for two related City projects: Fremont Avenue Pedestrian Feasibility Study Project and Fremont Avenue Bridge Replacement Project (Construction Administration).

Dewberry's proposed scope of work and cost estimate is attached. The feasibility study completed by Drake Haglan and Associates is also attached for reference.

Options

- 1) Authorize the City Manager to execute a professional service agreement between City of Los Altos and Dewberry Engineers, Inc., with the amount not to exceed \$193,234.00 for design, bidding and construction support, construction inspection, and optional engineering and arborist services for CIP Project TS-01055.

Advantages: The design and permitting phase of this project would start soon after the agreement is executed, and the construction of the first phase of this project (i.e., the more immediate repair of deteriorated areas of the bridge) is estimated to be completed by October 2021.



Subject: Professional Service Agreement for Fremont Avenue Pedestrian Bridge Rehabilitation Project, TS-01055

Disadvantages: None

2) Option #2

Advantages: Do not authorize the execution of the agreement for the design.

Disadvantages: Not authorizing the execution of the contract will result in a delay to the repair of the pedestrian safety issues

Recommendation

The staff recommends Option 1.

EXHIBIT A

SCOPE OF SERVICES

11/04/2020

Fremont Pedestrian Bridge Rehabilitation

SCOPE OF SERVICES – OUTLINE WITH BRIEF DISCUSSION

DEWBERRY has developed the following responsibility matrix to ensure that there is a clear understanding between the City and DEWBERRY on who has what responsibility.

CONSULTANT AND CITY RESPONSIBILITIES			
Work item	CITY RESPONSIBILITIES	Consultant	CONSULTANT RESPONSIBILITIES
Project Management and Review Meetings	✓ Process Invoices	✓ DEWBERRY	✓ Project Delivery, Schedule Management & Submit Invoices ✓ Kickoff Meeting, Meeting Minutes
Public Hearing/ Workshop	✓ Stakeholder database ✓ Notices ✓ Schedule and attend Meeting	✓ DEWBERRY	✓ Prepare Meeting materials and presentation ✓ Meeting Summary
CEQA Clearance and Permitting	✓ Council Approval/Circulation	✓ DEWBERRY	✓ Prepare and submit CEQA CE and Permits
PS&E	✓ Draft and Final PS&E Review	✓ DEWBERRY	✓ Prepare draft and final construction plans, specifications and estimate
Bidding and Construction Support	✓ Advertise Project ✓ Select Construction contractor	✓ DEWBERRY	✓ Assist with bid and construction questions, clarifications and submittals
Construction Inspection	✓ Resident Engineer, Administration	✓ DEWBERRY	✓ field inspections at 70% time
Bridge Lighting	✓ Review and Comment on Lighting Layout	✓ Y&C	✓ Design additional lighting for bridge deck
Utility Coordination	✓ Coordination and Review ✓ Contact Utility Owner and coordinate relocations/temporary shutdowns	✓ DEWBERRY ✓ Y&C	✓ Utility PS&E

Assumptions and Clarifications

1. Any and all Agency fees outside of scope shall be the sole responsibility of client.
2. It is assumed that a topographic survey is not needed.
3. All right of way and property boundaries will be mapped from readily available recorded maps and deed documents. No title reports are expected to be provided, which may include additional easements. It is assumed that the City of Los Altos will provide the title reports if a thorough property survey is required.
4. It is assumed that the condition of the inaccessible portions of the main glulam stringers are of a similar condition to the accessible portions DEWBERRY inspected. If the conditions of the glulam stringers vary, additional work will be required on a time and material basis.
5. Any additional work required in addition to those specifically mentioned in the scope of work will be made on a time and materials basis.
6. Hydraulic Analysis and rock slope protection sizing are not included in the scope and fee. RSP provided around the abutments will be a backing class size similar to what is used on drainage outlets.
7. City will provide the Wetland Delineation Map and Biological survey for the Fremont Ave Vehicular bridge to expedite the Wetland Delineation Map and Biological Survey required for the FWS Permit.

EXHIBIT A

SCOPE OF SERVICES

11/04/2020

Fremont Pedestrian Bridge Rehabilitation

Task 1: Project Management and Kickoff Meeting**Project Management**

Dewberry Engineers Inc (DEWBERRY) will perform the activities necessary to plan, direct, and coordinate the work of the project.

Project Schedule: DEWBERRY will prepare a project schedule from the Notice to Proceed through construction completion.

Meetings (2 meetings):

Two meetings are scoped for this project.

Task Deliverables:

- Meeting Agendas
- Meeting Minutes
- Project Schedule
- Project Invoices

Task 2: Public Outreach

DEWBERRY will attend up to 1 meeting with the public. The DEWBERRY Project Manager will lead the workshop and DEWBERRY will prepare the presentation and/or Exhibits.

Task Deliverables:

- Public meeting Exhibits and/or presentations
- Outreach meeting summary

Task 3: CEQA Clearance & Permitting

This project would be exempt under the California Environmental Quality Act (CEQA). The following permits are expected to be required:

1. Fish and Wildlife Service: This is expected to also include Regional Water Quality Control Board Permits. The Army Corps of Engineers permit isn't anticipated since there is no work in the creek. This will require a revalidation of the existing Wetland delineation map and biological survey that was prepared for the construction of the Fremont Ave Vehicular Bridge.
2. Santa Clara Valley Water District (SCVWD)

Task Deliverables

- CEQA Categorical Exemption
- SCVWD permit application
- FWS Permit Application

Task 4a: Prepare PS&E

DEWBERRY will prepare the PS&E for the Full Rehabilitation Option outlined in the Feasibility Study dated November 18th, 2016. This includes:

EXHIBIT A

SCOPE OF SERVICES

11/04/2020

Fremont Pedestrian Bridge Rehabilitation

1. Replacing the timber decking
2. Replacing all of the structural blocking and cross bracing used to support timber decking
3. Replace the end-spans middle glulam stringers (tot 2) in kind
4. Replacing the timber railing with a rail system that meets the current design code and can accommodate the preferred deck lighting alternative
5. Installing a drainage system
6. Backfilling the first span(west) to repair scour damage and loss of backfill material with backfill and a backing class rock to prevent the soil from scouring.
7. Backfilling and placing RSP on the south-east corner of east Abutment to protect against undermining.

Task Deliverables:

- a. Draft Plans and Estimate (including Lighting and Barrier alternatives with associated cost estimates)
- b. Draft Final Plans, Specifications and Estimate (incorporating the preferred Lighting and Barrier alternative)
- c. Final Plans, Specifications and Estimate

Task 4b: Bridge Lighting

In response to the comments received from the public outreach meetings, additional bridge lighting was requested. DEWBERRY will coordinate with our traffic engineering subconsultant to provide additional bridge lighting to increase visibility along the deck without disrupting the adjacent traffic or creek below.

Our team will identify 2-3 lighting alternatives which will include the types of lighting available, cost, constructability and required maintenance.

Task Deliverables:

- a. Lighting Alternatives and associated cost estimates
- b. Draft Final Plans, Specifications and Estimate (incorporating the preferred Lighting alternative)
- c. Final Plans, Specifications and Estimate

Task 5: Bidding & Construction Support

DEWBERRY will assist the City during the pre-bid opening by:

- Suggesting any pre-qualification criteria for the construction bidder
- Provide assistance to the City with responding to plans, specifications, and quantity estimates during the advertising process
- Preparing any required addenda to clarify the scope of the project for review and approval by the County and distribution to the bidders

During construction, DEWBERRY will:

EXHIBIT A

SCOPE OF SERVICES

11/04/2020

Fremont Pedestrian Bridge Rehabilitation

- Respond to Contractor inquiries through City request and prepare drawings and review change orders requested by the City.
- Make up to two (2) field visits to the construction site as requested by the City to answer questions regarding ongoing construction activities

DEWBERRY will provide bidding and construction support on a time and material basis.

Task 6: Construction Inspection

DEWBERRY will provide Construction Management and Inspection of field construction activities, on a time and material basis. It is anticipated that the project will run approximately 6 weeks to complete the rehabilitation work with some start-up/close-out activities. DEWBERRY anticipates contract management and project field activities can be managed primarily on a part-time basis. Administrative and contract management activities (project set-up, meeting coordination, schedule review, changes, issue management, submittal approvals, pay estimates, etc.) can be handled by the Resident Engineer with support from an Admin Assistant. Majority of field activities can be managed by a field inspector on a prioritized coverage basis. DEWBERRY estimates a level of effort of 70% coverage for a Senior Inspector.

Task Deliverables:

- Meeting Agendas/Minutes
- Submittal Logs
- Schedule review comments
- RFI responses/Logs
- Change Order Logs
- Field Reports/photos
- Material testing results/Logs
- Pay estimates for client processing

Task 7: Optional Tasks

DEWBERRY has assumed some costs in the event additional services will be required during design or construction. These funds will not be authorization until approval from the City's Engineering Director.

1. **As-Needed Engineering:** Additional hours have been provided in the event additional engineering services are required during design or construction due to unforeseen conditions.
2. **Licensed Arborist Services:** Dewberry has assumed \$8000 in the event a licensed arborist is required as a subconsultant.

The actual costs of these Optional Tasks will be discussed with the City in the event the services are required.

FEE SCHEDULE
for the
Design and Construction Inspection
Fremont Pedestrian Bridge Rehabilitation

ATTACHMENT 1

City of Los Altos - Fremont Avenue Pedestrian Bridge Feasibility Study Project, TS-01027

Dewberry | Drake Haglan

Task	Task Description	Prime															Subconsultants				Total Project Fee by Task	
		Dewberry Drake Haglan																				
		DESIGN							ENVIRONMENTAL					CONSTRUCTION			Admin	Sub - consultants				
		Name	D. Haglan	L. Kinnebrew	K. Ross	K.Lundblom	B. Schoppe		E.Cisneros	L. Tisch	L.Haglan	A. Manz	C. Redd	A. Piazoni	R. Shackelford	TBD	TBD					
		Project Assignment	Principal In Charge/Constructability	Project Manager	QA/QC	Designer	Designer	Technician	CADD		Env. Project Manager	Public Outreach	Environmenta	QA/QC								
Classification	Principal	Engineer VI	Principal	Engineer II	Engineer V	Designer IV	CADD Technical IV	Professional III	Professional VII	Professional IV	Professional VI	Professional I	Construction Professional VI	Inspector VI	Office Engineer	Admin Assistant	Total Dewberry Task Hours	Dewberry Task Amount	Y&C	TBD		
1	Project Management		24														0	\$ -			\$ -	
2	Public Outreach	12	12				16									2	42	\$ 8,622			\$ 8,622	
3	CEQA Clearance & Permitting							68	24		8	40					140	\$ 20,516			\$ 20,516	
4	Prepare PS&E																					
4.1	Design		80	6	120	24											230	\$ 39,684			\$ 39,684	
4.2	Drafting		8		12		100										120	\$ 16,744			\$ 16,744	
4.3	Specifications	4	12	6													22	\$ 5,704			\$ 5,704	
4.4	Estimate				10	8											18	\$ 2,868			\$ 2,868	
4.5	Bridge Lighting		4		4		4									2	14	\$ 2,094	\$ 12,500		\$ 14,594	
5	Bidding & Construction Support	2	32		24		12										70	\$ 12,388			\$ 12,388	
6	Construction Inspection												40	148	45		233	\$ 43,088			\$ 43,088	
7	Optional Tasks																					
7.1	As-Needed Engineering	2	15		45		38										100	\$ 14,997			\$ 14,997	
7.2	Arborist																0	\$ -		\$ 8,000	\$ 8,000	
Total Hours:		18	172	12	170	32	0	132	68	24	0	8	40	40	148	45	4	680	\$ 114,028	\$ 12,500	0	\$ 169,616
2020 Labor Rate:		\$ 310.00	\$ 217.00	\$ 310.00	\$ 134.00	\$ 191.00	\$ 48.00	\$ 134.00	\$ 139.00	\$ 232.00	\$ 160.00	\$ 192.00	\$ 99.00	\$ 263.00	\$ 186.00	\$ 112.00	\$ 77.00					

Discipline Breakdown:	Base Cost	Optional	Total
Design	\$ 79,651	\$ 14,997	\$ 94,648
Environmental	\$ 20,516	\$ -	\$ 20,516
Lighting	\$ 14,594	\$ -	\$ 14,594
Design Subtotal			\$ 129,758
Construction	\$ 55,476	\$ 8,000	\$ 63,476
Total	\$ 170,237	\$ 22,997.00	\$ 193,234

Other Direct Costs	\$ 621.00
Total Costs (w/o Optional)	\$ 170,237.00
Optional Services Costs	\$ 22,997.00
Total Combined Costs (With Optional)	\$ 193,234.00

**REHABILITATION VERSUS REPLACEMENT
FEASIBILITY STUDY
FOR
FREMONT AVENUE PEDESTRIAN BRIDGE OVER
PERMANENTE CREEK**



Prepared for:

**City of Los Altos
Department of Public Works
Engineering Division**

NOVEMBER 18, 2016

Prepared by:



**11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670
(916) 363-4210**

Registered Civil Engineer Stamp

This Type Selection Report has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.



Dennis Haglan, P.E.

Drake Haglan and Associates

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APPENDICES

Appendix A: Cost Estimates

Appendix B: Rehabilitation Design Life

Appendix C: As-Built Plan

Appendix D: Photographs of Site

Appendix E: Preliminary Environmental Analysis Report (PEAR)

LOCATION MAP



EXECUTIVE SUMMARY

SCOPE OF STUDY

The purpose of this study is to assess the condition and approximate remaining life of the existing Fremont Avenue Pedestrian Bridge over Permanente Creek and determine whether rehabilitation or replacement is more cost effective. As part of this study, public outreach will be conducted prior to conducting the study.

SUMMARY AND CONCLUSIONS

Community Input and Consensus:

A community meeting was held on September 28, 2016 with approximately 20 community members in attendance. In addition, the community members attending were encouraged to bring comment cards to their neighbors and any interested that were unable to attend the meeting. A total of 17 comment cards were received. The community meeting was well received and there appeared to be consensus on the following:

1. Very strong desire to preserve (rehabilitate) the existing bridge with replacement in kind (i.e. timber deck, railing, etc....). All comment cards received also preferred rehabilitation with timber.
2. Desire to keep the railing as close as possible to the existing railing.
3. Recommended that the City implement a maintenance program for the bridge.

Study Conclusions and Recommendations

1. Based on a visual bridge inspection, a cost comparison of rehabilitating the bridge vs. replacing the bridge, and a strong community desire to preserve the bridge, rehabilitation is the recommended alternative.
2. It is expected that with rehabilitation and regular maintenance the existing structure's service life will be another 25 to 35 years.
3. To preserve the existing bridge look and feel, it is recommended to replace the railing with a timber railing and deck, which again, was a strong desire of the community. However, in order to keep future maintenance to a minimum, the design should also consider other deck and rail materials for due diligence. All beneath deck elements replaced, are recommended to be pressure treated wood.
4. Rehabilitation is a more cost effective alternative than replacement. The cost of rehabilitation is approximately 40% of the cost of replacement, based on construction costs only (i.e., without design, environmental costs, etc....).
5. The costs to rehabilitate the structure is estimated to be from \$160,000 to \$200,000, which includes design and environmental, construction, and construction inspection. Alternative, replacement costs are estimated to be from \$470,000 to \$515,000 inclusive.
6. The rehabilitation alternative was limited to include the work necessary to rehabilitate the existing structure in kind. Rehabilitation of the existing bridge includes:
 - Replacing timber decking

-
- Replacing structural blocking used to support timber decking
 - Replacing timber railing
 - Installing drainage system
 - Backfilling first span to repair scour damage and loss of backfill material.

COMMUNITY INPUT – HISTORY AND SEPTEMBER 28, 2016 COMMUNITY MEETING

Chronology of Community Input and/or Design Development related to the Pedestrian Bridge

1. Council held a study session on September 16, 2008
2. Recently completed Fremont Avenue Bridge Replacement

The recently replaced roadway bridge included widening of bridge to meeting current standards which include wider lane, shoulder and sidewalk on both sides.

- As sidewalk would be provided on the new bridge, the existing wooden bridge was planned to be removed as part of the project.
 - Residents raised concerns that a wider bridge would increase speeding and opposed the removal of the wooden bridge.
 - Council directed staff to revisit the design of the bridge to make it narrower and the possibility of keeping the wooden bridge
3. Staff provided answers to the questions raised at the regular meeting of November 10, 2008
 - Based on consultation with Caltrans and bridge design consultant, it was believed that the new bridge design could be narrowed to eliminate sidewalk on one side (north side) and keeping the wooden bridge for pedestrian access
 4. A public workshop was held on January 7, 2009
 - Keeping the wooden bridge was high priority for meeting attendees
 5. At the regular meeting on March 24, 2009
 - Council approved the new roadway bridge design without sidewalk on the north side
 - The existing wooden pedestrian bridge will remain
 - The City committed to develop a follow-up capital improvement project to rehabilitate or replace the wooden bridge
 6. A Community Meeting was held on September 28, 2016 to discuss the development of this feasibility study to assess the condition of the timber pedestrian bridge and the cost of rehabilitation (if possible) vs. replacement.

Approximately 20 community members in attendance. The community members attending were encouraged to bring comment cards to their neighbors and any interested that were unable to attend the meeting. A total of 17 comment cards were received. The community meeting was well received and there appeared to be consensus on the following:

1. Very strong desire to preserve (rehabilitate) the existing bridge
2. If it is possible to rehabilitate the bridge:
 - o Replacement in kind (i.e. timber deck, railing, etc....) is preferred. All comment cards received also preferred rehabilitation with timber to maintain the existing look and feel of the bridge.
 - o Desire to keep the railing as close as possible to the existing railing.
3. If the bridge has to be replaced:
 - o Replacement in kind is preferred

Other comments received include:

1. Recommend that the City implement a maintenance program for the bridge – especially since the City will be investing money into this bridge.
2. A question was raised if bicyclist will be allowed to use the bridge and there is a concern for the safety of pedestrians if bicyclist also use the bridge.
3. Keep the bridge as is; changing the railing and the deck will have a very different look and feel.
4. Preference is to refurbish the bridge in kind. An alternative deck material (i.e. trex, etc..) is generally not preferred
5. It was discussed that the railing had to change somewhat in order to meet current codes. The general preference is to keep the railing as a timber railing as close to the look of the current railing as possible.
6. Timber deck boards should be transverse (perpendicular) to the length of the bridge.
7. Protect and preserve the existing trees and shrubs.
8. Consider meeting the illumination standards with lights along the railing instead of lights on poles.
9. A question was raised should bicyclists be allowed to use the bridge. The intention is that the bridge is for pedestrians, but should be designed for bicyclists as well, since it is likely some bicyclists will use the bridge. There is no City code preventing bicyclists on sidewalks.
10. Need to make sure the rehabilitated or replaced bridge meets ADA requirements.

EXISTING BRIDGE CONDITION ASSESSMENT

GENERAL DESCRIPTION

Fremont Avenue is a principle collector urban road within Los Altos, California. The Fremont Avenue Bridge was just replaced and a sidewalk on the north side was omitted given the existing timber pedestrian bridge located just north of the new bridge carries pedestrian and bicycle traffic crossing over Permanente Creek from East to West. The timber pedestrian bridge was constructed in the mid-1970's. The superstructure consists of three spans of timber stringers with timber decking and a curb-to-curb width of 11'. The main span consists of 3'-9" deep glulam beams. The two end spans consist of 6x12 timber stringers. The substructure consists of a single CIDH pile supporting a concrete cap beam which the glulam and timber stringers sit on. The end spans are supported on bin type abutments.



The structure is considered to be in overall good condition, but has isolated areas that need repair. No as-built drawings are available so DHA performed a site inspection of the bridge to identify potential damaged members and to estimate member sizes that were not accessible.

EXISTING STRUCTURAL MEMBER ASSESSMENT

Glulam Beams – The glulam beams were field measured to be approximately 3'-9" deep. They are in good condition per DHA's field review on June 1st, 2016.

Decking – The last 25' of timber decking shows signs of significant deterioration and requires replacing. The remainder of the timber decking shows various levels of deterioration and although does not need to be replaced currently, it will need to be replaced in the near future thus DHA recommends completely replacing the existing timber decking.

Blocking – The existing blocking is in various states of deterioration, with the tapered sections on each end showing significant deterioration, see Figures 4 and 5 in Appendix D. Due to the various stages of deterioration and how significantly the tapered blocking is deteriorated, DHA recommends replacing all of the existing blocking. It may be possible to salvage some of the blocking from the center of the bridge, once the members can be inspected with the deck removed.

Railing – The railing is heavily weathered and some significant deterioration was found below the deck where water runoff is running down the posts. Due to the deterioration of the posts, and weathering of the railing, DHA recommends replacing the entire railing system to insure the structural integrity, allow for a proper drainage system to be put in place, meet the California Building Code (CBC) Specification that prohibits railing openings from being large enough to allow a 4-inch sphere to pass through, and to match the aesthetics of the replacement deck.

Deck Drainage – The existing structure drains down the length of the handrail posts, which is causing significant deterioration at the bottom of the posts. DHA recommends implementing a drainage system to carry water runoff, off of the bridge to protect the handrail posts and glulam members from future deterioration.

Backfill – There is a large amount of scour at the west abutment which has resulted in minor settling, see Figure 8 in Appendix D. DHA recommends backfilling the abutment with rock during the bridge deck replacement to prevent future scour and settlement.

Footings/Foundations – There are no signs of distress in the existing pile and concrete bent caps or abutment walls.

Hardware/Connections/Lateral Supports – The existing metal brackets, connections and lateral supports, see Figure 3 in Appendix D, are all in good condition per DHA's field review on June 1st, 2016.

REHABILITATION VS. REPLACEMENT ASSESSEMENT

REHABILITATION

The rehabilitation alternative was limited to include the work necessary to rehabilitate the existing structure in kind. Based on the existing bridge condition assessment, the rehabilitation alternative includes the following items:

1. Replacing the timber decking
2. Replacing all of the structural blocking and cross bracing used to support timber decking
3. Replace the end-spans middle glulam stringer (tot 2)
4. Replacing the timber railing
5. Installing a drainage system
6. Backfilling the first span to repair scour damage and loss of backfill material

For costs purposes, it was assumed that all of the structural blocking, middle glulam beam, and cross bracing would be replaced. However, several of the cross bracing members and the middle glulam beam are in good enough condition to remain, if a minimal rehabilitation is desired. It was necessary to assume complete rehabilitation since we could not see the condition of the top of these structural elements that support the deck boards. When the deck boards are removed, dry rot may be discovered at this connection that would require replacement of these structural supports.

COMPLETE REHABILITATION

A brief discussion follows describing which elements of the existing bridge would require replacement/modifications for the full rehabilitation alternative:

1. Timber Deck Replacement: For the purposes of the rehabilitation vs. replacement comparison, a complete deck replacement is assumed in order to have a more conservative cost estimate. However, the design phase should consider partial deck replacement vs. full deck replacement. While a composite deck could be considered in order to reduce future maintenance costs, the initial costs would be higher and the community will strongly prefer a timber deck, based on the September 2016 community meeting.

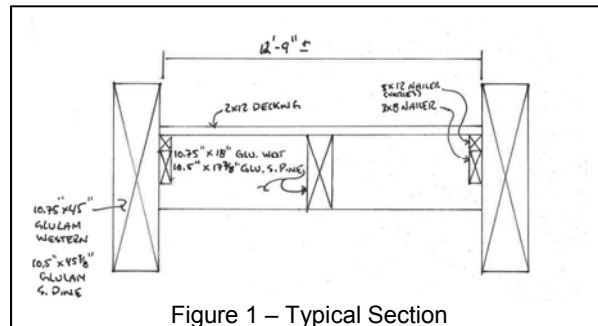


Figure 1 – Typical Section



Figure 2 – Deck Underside

2. **Structural Blocking and Cross Bracing Replacement:** For the purposes of the rehabilitation vs. replacement comparison, all of the structural blocking and cross bracing is assumed to be replaced. Figure 2 shows the level of extent of the dry rot that exist in several of the lateral decking supports. It should be noted, however, that many of the cross bracing is in relatively good condition and may not necessarily need to be replaced.
3. **Timber Railing Replacement:** The timber railing needs to be replaced in its entirety as there are several railing supports that have dry rot and the railing does not meet current design codes. Specifically, the railing cannot pass over a 4" sphere through the rail. Figure 4 shows the existing rail configuration where the transverse members
4. **Drainage System:** Based on a visual inspection, much of the water drains along the deck to the south abutment. The water intrusion is causing severe dry rot at some of the railing posts and blocking beneath the structure. The design will need to address drainage in order to prevent this from occurring in the future.
5. **Backfill for Scour:** Both abutments are similar to bin type abutments which have a front wall and a back wall. In this case, the front wall is protecting the abutment backwall from erosion and scour until the water in the creek is high enough to overtop the front wall. This has occurred and the dirt area between the wall and back abutment on the south abutment is scouring. For rehabilitation, it is recommended to fill this void with rock to prevent future scour.

Minimal Rehabilitation

The costs for both the minimal rehabilitation and full rehabilitation are presented in the construction cost comparison, but the costs for the full rehabilitation are used when considering if rehabilitation or replacement is recommended. The minimal rehabilitation would entail the same scope of work as the full rehabilitation, with the exception that if there is not dry rot at the connection of the middle glulam beam and the cross bracing that is in good condition, these members would not need to be replaced. Quantities for the rehabilitation alternatives are shown in Appendix A.



Figure 3 – Structural Blocking Dry Rot

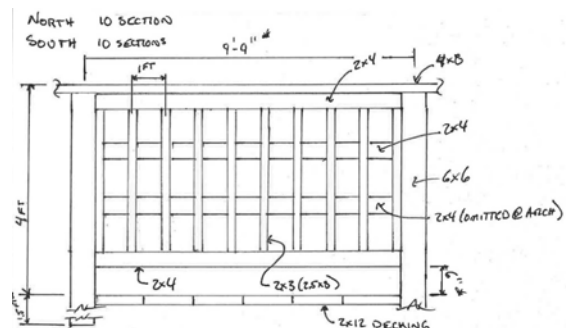


Figure 4 – Existing Railing Configuration

COMPLETE REPLACEMENT

Several replacement structure type were presented at the Community Meeting held on September 28th, 2016.

BRIDGE REPLACEMENT TYPES




In-Kind Replacement – Timber



Steel Prefabricated Bridge with Timber Decking – Rusted Look



Timber Suspension Bridge



Fiberglass Truss Bridge



OTHER BRIDGE REPLACEMENT TYPES



Overall the community preferred replacement in kind with a timber bridge. Other cost-effective replacement alternatives would include a prefabricated “Corten Steel” Truss bridge (the steel has a sacrificial thickness that is allowed to rust with no future maintenance required) and a fiberglass truss bridge with a timber finish. In order to take the most conservative approach when comparing rehabilitation to replacement, the cheapest replacement alternative (the fiberglass truss) and the community preferred alternative (replacement in-kind) were used to compare whether rehabilitation or replacement is more cost-effective.

The replacement structure would be constructed on the existing alignment, with a single-span, prefabricated fiberglass truss bridge. The following is a brief summary of two replacement options considered:

- A. Pre-fabricated fiberglass truss bridge: A new single span fiberglass truss bridge, with pressure treated 3x12 timber decking meeting current AASHTO and Caltrans standards. The fiberglass structure would be able to sufficiently span the creek in a single span, preventing intermediate supports within the creek.



Hiking Trail Bridge – 85' x 4' located in Loysburg, PA

The fiberglass can be colored in order to meet the desired aesthetics. During design, it can be determined if the existing abutments can be used completely or partially to support the fiberglass structure. The benefits of the fiberglass structure are the lightweight materials and simple design allowing the bridge to be delivered unassembled and constructed by City staff or an outside contractor. The design life of the fiberglass structure is far superior to any of the equivalent timber options.

- B. Timber Bridge: A completely new single span timber bridge, similar to the existing structure that meets current AASHTO and Caltrans criteria. A new timber bridge will most likely require new abutments on pile foundations in order to meet the current design codes. This structure will look similar to the existing structure, utilizing large glulam stringers, pressure treated timber decking and timber handrails.

REHABILITATION VS. REPLACEMENT COMPARISON1. Cost Analysis

A comparison of estimated construction costs for the various alternatives is provided in the following table.

Construction Cost Comparison				
Item	Option A Complete Rehabilitation	Option A1 Minimal Rehabilitation	Option B Pre-fabricated Fiberglass Truss	Option C Timber Bridge
Construction				
Removal	\$ 7,000	\$ 7,000	\$ 12,000	\$ 12,000
Bridge	\$ 130,000	\$ 90,000	\$ 237,000	\$ 225,000
Foundation	\$ 0	\$ 0	\$ 105,000	\$ 105,000
Scour Repair	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
Total Construction	\$ 145,000	\$ 105,000	\$ 365,000	\$ 350,000

Notes:

- 1) Costs include 10% mobilization and 20% contingency.
- 2) Costs do not include escalation (for the construction year), since the costs are for comparison purposes only.
- 3) Costs DO NOT include Design costs, or Right of Way costs

Overall Cost Comparison				
Item	Option A Complete Rehabilitation	Option A1 Minimal Rehabilitation	Option B Replacement: Pre-fabricated Fiberglass Truss	Option C Replacement: Timber Bridge
Design & Environmental	\$40,000	\$40,000	\$60,000	\$120,000
Construction				
Construction	\$121,000	\$88,000	\$305,000	\$292,000
Contingency (20%)	\$24,000	\$17,000	\$60,000	\$58,000
Construction Engineering (15%)	\$18,000	\$13,200	\$46,000	\$44,000
Total Costs	\$203,000	\$160,000	\$471,000	\$514,000

Notes:

- 1) Costs assume no right of way.
- 2) Rehabilitation design costs assume no hydraulic or geotechnical studies needed with adjacent bridge project information available. Replacement design costs assume geotechnical memo only needed.
- 3) Costs assume no federal funds (i.e. NEPA not required)

2. Rehabilitation vs. Replacement Alternative Comparison

Based on the cost analysis, rehabilitation is considered a more cost effective alternative than replacement and is the recommended alternative. The following is a summary of the various advantages and disadvantages of rehabilitation compared to replacement.

Rehabilitation Alternative:

Advantages:

- Approximately 60% lower construction cost than the replacement alternative (see above).
- Shorter construction period.
- Based on the existing deterioration, once the rehabilitation is complete an additional 40+ year life span is reasonable.
- Redwood or composite (wood/plastic materials) members could be used for the decking to increase the service life.
- No need to update or modify the existing foundation.

Disadvantages:

- The existing structure is approximately 40 years old, and the remaining life of the “rehabilitated” structure would be much less than that of a new structure.
- It can be expected that in another 40 years, the decking and hand railing will need to be completely replaced.
- Upgrading to Redwood decking would increase the service life by 30-50% and upgrading to a composite decking will provide a service life past the life of the existing glulam stringers, however these upgrades can cost as much as 2-4 times the cost of the pressure treated decking respectively.
- Drainage on a timber structure will always be an issue, and deterioration of exposed surfaces will require periodic inspections and potential replacement of specific members.

Replacement Alternative:

Advantages

- Fiberglass Truss Bridge:

- The main structure and handrail will have a minimum service life of 100+ years.
- Due to the light structure weight, standard decking is 3x12 pressure treated members which will have a longer service life than the 2x12 members of the timber bridge.
- Meets all current design standards.
- Structural system with current seismic detailing and reliable ductile performance.
- Single span configuration eliminates piers within the creek, reducing environmental impacts during construction and hydraulic impacts from debris snags.
- Will reduce annual maintenance costs considerably.

-
- Simple construction allows for construction to be performed by City staff or an outside contractor.
 - Can be colored to meet aesthetic requirements.
 - All or part of the existing substructure maybe usable due to the light weight of the structure.
- Replacement Timber Bridge:
- A new timber structure should have a minimum 75-year life span for its structural components.
 - The aesthetics will match the existing timber structure.
 - Meets all current design standards.
 - Structural system with current seismic detailing and reliable ductile performance.
 - Single span configuration eliminates piers within the creek, reducing environmental impacts during construction and hydraulic impacts from debris snags.
 - Can reduce annual maintenance costs.
 - New abutments on pile foundations are likely to be required.

Disadvantages:

- Fiberglass Truss Bridge:
- Approximately 60% higher construction cost than the rehabilitation alternative (see above).
 - The width of the bridge will need to be reduced to 10-feet (clear opening) or additional costs will be required for a special design.
 - Longer construction period than the rehabilitation option, yet shorter than the replacement timber option.
 - The City will need to obtain Caltrans approval to replace the existing structure.
 - Pressure treated decking will need to be inspected and may need replaced as soon as 20-years although it can be expected that the 3x12 members will have a longer service life than the 2x12 decking of the timber option.
 - If new abutments are required, pile installation will be difficult due to the existing utilities and trees.
- Replacement Timber Bridge:
- Approximately 60% higher construction cost than the rehabilitation alternative (see above).
 - Longer construction period than the rehabilitation option.
 - New abutments on pile foundations are likely to be required.
 - Pile installation will be difficult with the existing utilities and trees.

-
- The City will need to obtain Caltrans approval to replace the existing structure.
 - Pressure treated decking and handrail will need to be inspected and may need partially replaced as soon as 20-years, and expected to be fully replaced in 40-years.

3. Replacement Alternative Comparison

The main considerations of the replacement alternatives are construction costs and design life. The following consideration is a comparison of the replacement structures:

- The construction cost of the fiberglass structure is about 3% more than the replacement timber structure.
- The weight of the fiberglass structure should be significantly less than the replacement timber structure, which can significantly affect substructure costs.
- The design life of the fiberglass structure will far exceed the replacement timber structure.
- The design life of the 3x12 timber deck on the fiberglass structure should have a longer service life than the 2x12 timber deck of the replacement timber structure.
- Scaffolding will be required within the channel in order to construct both alternatives.
- It will be difficult to get the new glulam members across the channel for the replacement timber bridge due to the site constraints created by utility lines and trees.

Due to the presence and location of existing utility and existing trees, a replacement precast-prestressed concrete girder or steel girder structure wouldn't be feasible due to the site constraints. See Appendix D for the relative location of existing trees and utilities.

OTHER CONSIDERATIONS

Preliminary Environmental Analysis

Rehabilitation: The rehabilitation structure will have minimal environmental impacts (see the Preliminary Environmental Assessment Report in Appendix E. Bridge demolition activities will have to stay outside the limits of the creek and efforts will have to be taken to protect the existing trees and foliage. This project would be exempted under the California Environmental Quality Act (CEQA) and would be a Categorical Exclusion (CE) for NEPA (if federal funds are involved). No work will be done in the creek and minimal work will be done at the top of the creek banks to repair the scour between abutment walls. It should be noted that the adjacent bridge replacement project was also completed with a CE, and construction was completed in 2016. For NEPA, no technical studies are anticipated and a Preliminary Environment Study signed by Caltrans should suffice since there will be no excavation, no work in the creek, and the area has already been disturbed. The environmental process is expected to take 3 months.

Replacement: For the replacement option will result in a more significant environmental impacts to the surrounding biological resources, particularly due to having to excavate within the channel banks to construct new abutments. However, the project would also be exempted under the California Environmental Quality Act (CEQA) and would be a Categorical Exclusion (CE), with technical studies, for NEPA (if federal funds are involved). The environmental process is expected to take 6 months, and there is significant environmental information available with the recently completed (2016) bridge replacement project adjacent to the site.

Existing Utilities

An existing 2"φ steel utility line is attached to the inside face of the north glulam stringer. The utility line will have to be temporarily shut down during the rehabilitation. If a replacement bridge alternative was selected the utility line can be accommodated, but will have to be temporarily relocated to construct the replacement bridge. Existing overhead utility lines will make placing large stringers and piles more difficult. See Figures 1, 2 and 3 in Appendix D.

Impact on Roadways

Fremont Avenue, adjacent to the pedestrian bridge, may require temporary closures or traffic control in order to get the replacement members into the construction site and finish construction, depending on the selected alternative. The impacts to traffic on Fremont Avenue will be minimal. Pedestrian traffic will need to use the South side of the Fremont Avenue during construction.

Geotechnical

There shouldn't be any geotechnical issues unless a replacement structure is chosen, in which a geotechnical investigation will need to be conducted in order to design the new abutments.

Maintenance

Regardless of the selected alternative, the ease of future maintenance should be considered in the design. Additionally, it is recommended that the City develop a maintenance program for the bridge. At minimum, if the bridge is rehabilitated, the timber deck should be treated on a regular basis.

Pedestrian and Bicycle Design and Safety

Pedestrian and Bicycle design safety should be considered in the design of the project. If lighting is included, consideration should be given to deck lighting in order to minimize light pollution and glare. Documents such as "Vision Zero San Jose" and the "Santa Clara County Interjurisdictional Trail design, Use and Management Guidelines" should be consulted.

CONCLUSIONS

The existing structure is in generally fair condition with select areas in need of repair. The deficiencies noted include deteriorating decking and handrail and severely deteriorated blocking.

Based on the condition of the existing structure, the above structural deficiencies and the high cost of replacement, rehabilitating the existing structure is the most cost effective alternative. The estimated rehabilitation construction cost is 40% of the bridge replacement construction cost and will minimize construction difficulties, environmental effects and construction impacts to Fremont Avenue, compared to the replacement options.

Appendix A: Cost Estimates

GENERAL PLAN ESTIMATE**TIMBER REHABILITATION**

CHARGE		EX. AUTH.		BR. NO.	16C-0077		
BRIDGE		Fremont Ave Pedestrian Bridge			TYPE	Timber	
DISTRICT	4	COUNTY	SCL	ROUTE		KILO. POST	
LENGTH	80'-0"	WIDTH	11'-9"	DEPTH	3'-9"	AREA	940 SF
LONG SPAN	65'-0"	SPANS	3	SKEW	0		

Quantities by:	L. Kinnebrew	Date: 2016-06-30
Checked by:		Date:
Revised by:		Date:

No.	BID ITEM No.	BID ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	157550	BRIDGE REMOVAL	LS	1	\$ 5,100.00	\$ 5,100.00
2	193003	STRUCTURE BACKFILL (BRIDGE)	CY	19.44	\$ 275.00	\$ 5,346.00
3	570120	TREATED LUMBER AND LAGGING	MFBM	10.44	\$ 9,000.00	\$ 93,960.00
4						\$ -
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -
11						\$ -
12						\$ -
13						\$ -

SUBTOTAL	\$ 104,406.00
MOBILIZATION (Incl)	\$ 10,440.60
SUBTOTAL	\$ 114,846.60
CONTINGENCIES (@ 25%)	\$ 28,711.65
PROJECT COST	\$ 143,558.25
GRAND TOTAL	\$ 143,558.25
FOR BUDGET PURPOSES - SAY	\$ 144,000.00

COMMENTS:

Unit Costs from Caltrans District 8 Cost Data Website

Hardware costs built into lumber cost

GENERAL PLAN ESTIMATE

PREFABRICATED FIBERGLASS BRIDGE



CHARGE		EX. AUTH.		BR. NO.	16C-0077		
BRIDGE		Fremont Ave Pedestrian Bridge			TYPE	Timber	
DISTRICT	4	COUNTY	SCL	ROUTE		KILO. POST	
LENGTH	80'-0"	WIDTH	11'-9"	DEPTH	3'-9"	AREA	940 SF
LONG SPAN	65'-0"	SPANS	3	SKEW	0		

Quantities by:	L. Kinnebrew	Date: 2016-06-30
Checked by:		Date:
Revised by:		Date:

No.	BID ITEM No.	BID ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	157550	BRIDGE REMOVAL	LS	1	\$ 8,160.00	\$ 8,160.00
2	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	28.5	\$ 450.00	\$ 12,825.00
3	193003	STRUCTURE BACKFILL (BRIDGE)	CY	33	\$ 275.00	\$ 9,075.00
4	510053	STRUCTURAL CONCRETE, BRIDGE	CY	15	\$ 3,900.00	\$ 58,500.00
5	XXXXXX	PREFABRICATED FIBERGLASS BRIDGE	EA	1	\$ 171,875.00	\$ 171,875.00
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -
11						\$ -
12						\$ -
13						\$ -

SUBTOTAL	\$ 260,435.00
MOBILIZATION (Incl)	\$ 26,043.50
SUBTOTAL	\$ 286,478.50
CONTINGENCIES (@ 25%)	\$ 71,619.63
PROJECT COST	\$ 358,098.13
GRAND TOTAL	\$ 358,098.13
FOR BUDGET PURPOSES - SAY	\$ 359,000.00

COMMENTS:

Unit Costs from Caltrans District 8 Cost Data Website

Bridge costs includes assumed labor cost

GENERAL PLAN ESTIMATE

REPLACEMENT TIMBER BRIDGE



CHARGE		EX. AUTH.		BR. NO.	16C-0077		
BRIDGE		Fremont Ave Pedestrian Bridge			TYPE	Timber	
DISTRICT	4	COUNTY	SCL	ROUTE		KILO. POST	
LENGTH	80'-0"	WIDTH	11'-9"	DEPTH	3'-9"	AREA	940 SF
LONG SPAN	65'-0"	SPANS	3	SKEW	0		

Quantities by:	L. Kinnebrew	Date: 2016-06-30
Checked by:		Date:
Revised by:		Date:

No.	BID ITEM No.	BID ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	157550	BRIDGE REMOVAL	LS	1	\$ 8,160.00	\$ 8,160.00
2	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	28.5	\$ 450.00	\$ 12,825.00
3	193003	STRUCTURE BACKFILL (BRIDGE)	CY	33	\$ 275.00	\$ 9,075.00
4	510053	STRUCTURAL CONCRETE, BRIDGE	CY	15	\$ 3,900.00	\$ 58,500.00
5	570120	TREATED LUMBER AND LAGGING	MFBM	18.2	\$ 9,000.00	\$ 163,800.00
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -
11						\$ -
12						\$ -
13						\$ -

SUBTOTAL	\$ 252,360.00
MOBILIZATION (Incl)	\$ 25,236.00
SUBTOTAL	\$ 277,596.00
CONTINGENCIES (@ 25%)	\$ 69,399.00
PROJECT COST	\$ 346,995.00
GRAND TOTAL	\$ 346,995.00
FOR BUDGET PURPOSES - SAY	\$ 347,000.00

COMMENTS:

Unit Costs from Caltrans District 8 Cost Data Website

Hardware costs built into lumber cost

Summary of Timber Quantities

Existing Timber Inventory:

Existing Timber Deck, Railing and Major Blocking Quantities

Board	Number	Length	Volume	Description
2x 3	200	4.00 ft	57600 ci	(Railing Spindle)
2x 4	12	10.00 ft	11520 ci	(Horizontal Railing Bottom Half)
2x 4	20	10.00 ft	19200 ci	(Horizontal Railing under Handrail)
2x 4	20	10.00 ft	19200 ci	(Horizontal Railing Top Half)
2x 4	20	10.00 ft	19200 ci	(Horizontal Railing Bottom)
2x 12	85	12.75 ft	312120 ci	(Decking)
3x 8	20	9.75 ft	56160 ci	(Blocking / Nailer)
3x 12	4	14.00 ft	24192 ci	(Blocking / Nailer)
4x 8	20	9.75 ft	74880 ci	(Railing handrail)
6x 6	22	5.50 ft	52272 ci	(Railing Posts)

Existing Glulam Quantities

Glulam	Number	Length	Volume	Description
10.75x 18	6	12.75 ft	177633 ci	(Cross Member)
10.75x 18	6	14.00 ft	195048 ci	(Middle Stringer)
10.75x 18	4	14.00 ft	130032 ci	(Bin Abutment span Girder)
10.75x 45	2	80.00 ft	928800 ci	(Main Girder)*

*Main girders only replaced in option 3

Additional Timber Required to Meet railing code:

New Timber Railing

Board	Number	Length (ft)	Volume	Description
2x 3	360	4.00 ft	103680 ci	(Addit verticals for 4" rule)

Timber/Glulam Rehabilitation and Replacement Quantities**

Option A - Full Rehabilitation (replace all timber members except main glulam beams)

(some additional glulam members may be salvageable upon inspection after deck removal)

Vol = 1252737 ci
 MFBM = 8.70 MFBM
 20% Increase = 1.74 MFBM
Total = 10.44 MFBM

Option B - Prefabricated Fiberglass Truss Bridge Replacement

NA - Costs included in bridge costs as timber decking is shipped with fiberglass bridge members from the

Option C - Timber Bridge Replacement

Vol = 2181537 ci
 MFBM = 15.15 MFBM
 20% Increase = 3.03 MFBM
Total = 18.18 MFBM

**Timber rehabilitation/replacement quantities reflect replacing the existing members, additional railing for 4" sphere rule and 20% overall increase to account for additional railing horizontal and handrail members, and flared end sections of bridge.

Additional Bridge Rehabilitation and Replacement Quantities:

Option A - Full Rehabilitation (replace all timber members except main glulam beams)

Description	Locations	Length	Width	Depth	Volume
Structure Backfill (Bridge)	1	14.00 ft	12.50 ft	3.00 ft	19.44 cy

Option B - Prefabricated Fiberglass Truss Bridge Replacement

Description	Locations	Length	Width	Depth	Volume
Structure Excavation (Bridge)	2	17.00 ft	5.00 ft	4.50 ft	28.33 cy
Structural Concrete, Bridge	2	15.00 ft	3.00 ft	4.50 ft	15.00 cy

Description	Locations	Length	Width	Depth	Volume
Structure Backfill (Bridge) (new Abuts)	2	20.00 ft	2.00 ft	4.50 ft	13.33 cy
Structure Backfill (Bridge) (Scour)	1	14.00 ft	12.50 ft	3.00 ft	19.44 cy
Structure Backfill (Bridge)					32.78 cy

Option C - Timber Bridge Replacement

Description	Locations	Length	Width	Depth	Volume
Structure Excavation (Bridge)	2	17.00 ft	5.00 ft	4.50 ft	28.33 cy
Structural Concrete, Bridge	2	15.00 ft	3.00 ft	4.50 ft	15.00 cy

Description	Locations	Length	Width	Depth	Volume
Structure Backfill (Bridge) (new Abuts)	2	20.00 ft	2.00 ft	4.50 ft	13.33 cy
Structure Backfill (Bridge) (Scour)	1	14.00 ft	12.50 ft	3.00 ft	19.44 cy
Structure Backfill (Bridge)					32.78 cy

Notes:

1. Concrete for the abutments of the replacement structures is assumed to be 15'L x 3'W x 4.5'H.
2. Backfilling the scour hole at the existing abutment is assumed to be 14'L x 12.5'W x 3'H.
3. Bridge Removal and the Prefabricated Fiberglass Bridge are lump sum items.

Appendix B: Rehabilitation Design Life

Existing Lifespan - 45" Glulam Loading: (Length = 65ft)

Glulam Properties:

- L = 65.00 ft
- d = 3.75 ft
- b = 0.90 ft
- M = 433.07 k-ft
- V = 26.65 k
- x = 20 (20 for S. Pine, else 10)
- $S_x = 2.085 \text{ ft}^3$ (NDS Table 1D)
- $I_u = 14.00 \text{ ft}$ (NDS 3.3.3)
- Curved Radius: 300.00 ft (Assumed)
- $t_{\text{laminated layer}} = 1.50 \text{ in}$ (Assumed)
- $F_b = 2400 \text{ psi}$ (Assumed - NDS Table 5A)
- $F_v = 265 \text{ psi}$ (Assumed - NDS Table 5A)
- $E_{\text{min}} = 950000 \text{ psi}$ (Assumed - NDS Table 5A)

Wt On Glulam Stringers:

Sawn Lumber	Number	Length	Wt (plf) (NDS T. 1B)	wt (lbs)
2x3	160	4	0.911	583.04
2x4	8	10	1.276	102.08
2x4	16	10	1.276	204.16
2x4	16	10	1.276	204.16
2x4	16	10	1.276	204.16
2x12	80	12.75	4.102	4184.04
3x8	16	9.75	4.405	687.18
3x12	4	14	6.836	382.816
4x8	16	9.75	6.168	962.208
6x6	14	5.5	7.352	566.104

Glulam Depth	Number	Length	(S. Pine) Wt (plf)	wt (lbs)
18	4	12.75	46.9	2391.9
18	6	14	46.9	3939.6
45	2	80	119.1	19056

Total Load:	33467.45 lbs
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Ex Load on Glulam: 33467.45 lbs
 + 10% (Hardware, add'l members...): 3346.74 lbs
 Total: 36.81 k

Add 2 - 2x3 members per railing space - CBC 1013.3: 288
 Wt: 1.05 k
 Total Combined: 37.86 k

DL on Glulam: 18.93 k/beam
 Ped LL on Glulam - 90psf: 34.37 k/beam

NDS Adjustment Factors:

ASD? Y

 $C_D = 0.9$ (NDS T2.3.2) $C_{vr} = 0.72$ (NDS 5.3.10)

Wet Service? Y

Sustained High Temps? Y $T \leq 100^\circ \text{ F}$ N $100^\circ \text{ F} < T \leq 125^\circ \text{ F}$ N $125^\circ \text{ F} < T \leq 150^\circ \text{ F}$

Wet/ Dry Service Cond? Wet

Curved? Y

 $C_c = 1.00$

$$C_L = \frac{1 + (F_{bE} / F_b^*)}{1.9} - \sqrt{\left[\frac{1 + (F_{bE} / F_b^*)}{1.9} \right]^2 - \frac{F_{bE} / F_b^*}{0.95}}$$

 $l_e = 28.84 \text{ ft}$ (Assumes Single Span, distributed load)

$$R_b = (l_e d / b^2)^{0.5}$$

$$= 11.609$$

$$F_b^* = 1728.000$$

$$F_{bE} = \frac{1.20 E_{\min}'}{R_b^2}$$

$$= 7046.570$$

$$C_L = 0.984$$

Use $C_L = 0.984$ (NDS 3.3.3)

$$C_v = \left(\frac{21}{L} \right)^{1/x} \left(\frac{12}{d} \right)^{1/x} \left(\frac{5.125}{b} \right)^{1/x} \leq 1.0$$

$$= 1.093$$

Use $C_v = 1.0$

	F	C _D	C _M	C _t	C _L	C _V	C _c	C _{vr}	Total
F _b '	2400	0.900	0.800	1.000	0.984*	1.000	1.000	-	1699.76 psi
F _v '	265	0.900	0.875	1.000	-	-	-	0.720	150.26 psi
E _{min} '	950000	-	0.833	1.000	-	-	-	-	791350.00 psi

*See NDS 3.3.3 for additional conditions that may not be accounted for.

Check Bending:

$$\begin{aligned}
 f_b &= M/S_x \\
 &= 207.70 \text{ ksf} \\
 &= 1442 \text{ psi}
 \end{aligned}$$

$$\begin{aligned}
 f_b &\leq F_b' \\
 1442 \text{ psi} &\leq 1699.76 \text{ psi} \quad \text{OK}
 \end{aligned}$$

Check Shear:

$$\begin{aligned}
 f_v &= 1.5V/A \\
 &= 11.90 \text{ ksf} \\
 &= 83 \text{ psi}
 \end{aligned}$$

$$\begin{aligned}
 f_v &\leq F_v' \\
 83 \text{ psi} &\leq 150.26 \text{ psi} \quad \text{OK}
 \end{aligned}$$

Check Reduced Section Properties based on aging deterioration:

$$t_{\text{deterioration}} = 0.375 \text{ in} \quad (\text{Glulam deterioration over last 40 years})$$

$$t_{\text{Expected Deterioration}} = 0.500 \text{ in} \quad (\text{Expected deterioration over next 40 years})$$

$$S_{x \text{ Expected}} = 1.854 \text{ ft}^3$$

Check Bending:

$$\begin{aligned}
 f_b &= M/S_{x \text{ Exp}} \\
 &= 233.53 \text{ ksf} \\
 &= 1622 \text{ psi}
 \end{aligned}$$

$$\begin{aligned}
 f_b &\leq F_b' \\
 1622 \text{ psi} &\leq 1699.76 \text{ psi} \quad \text{OK}
 \end{aligned}$$

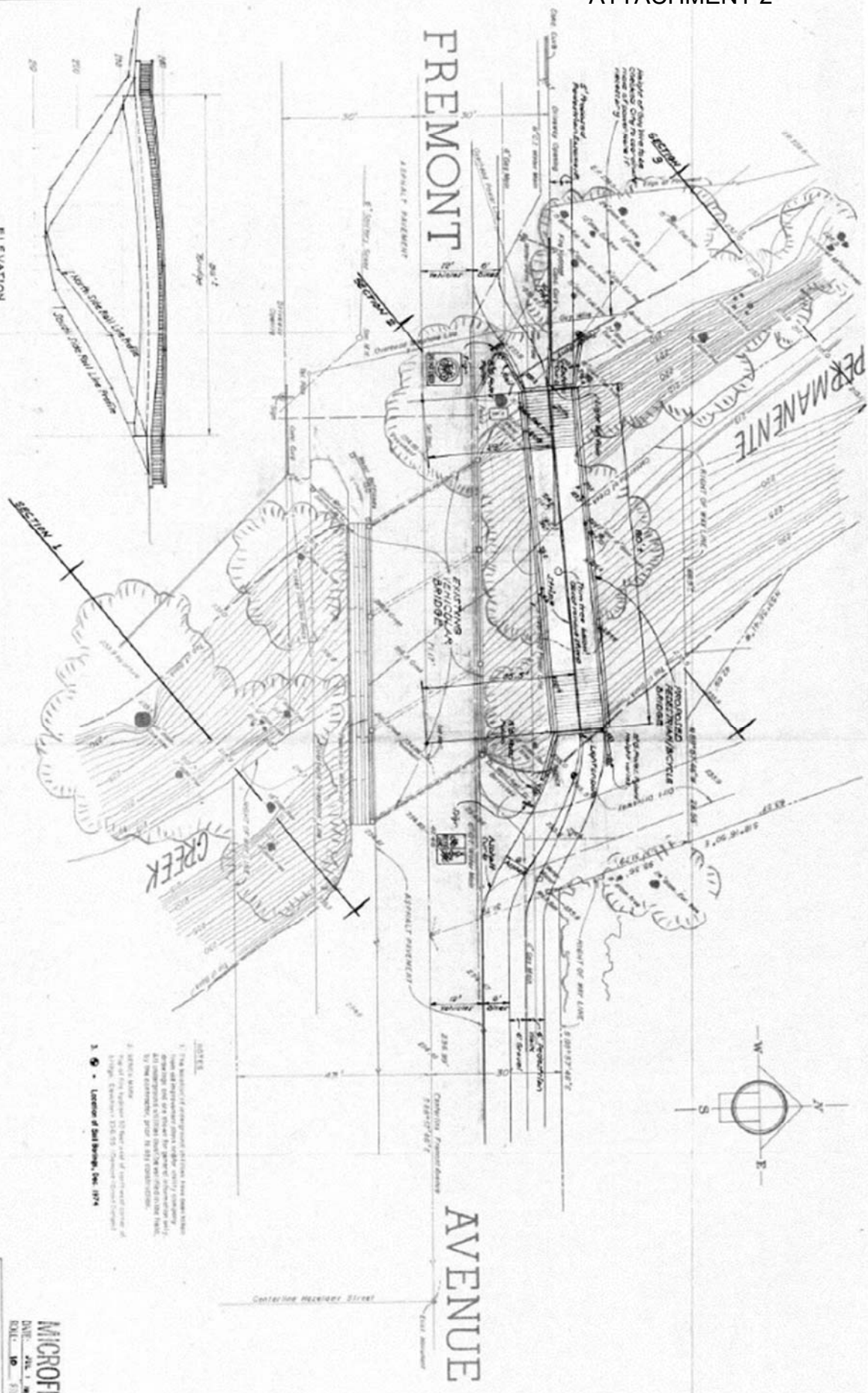
Check Shear:

$$\begin{aligned}
 f_v &= 1.5V/A_{\text{reduced}} \\
 &= 13.21 \text{ ksf} \\
 &= 92 \text{ psi}
 \end{aligned}$$

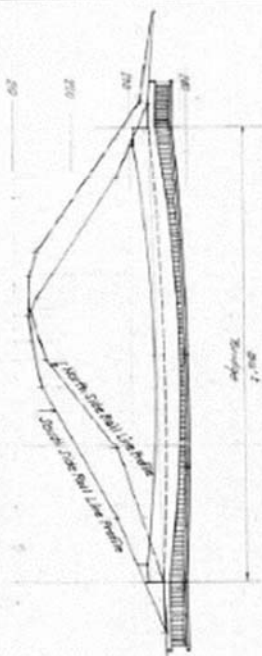
$$\begin{aligned}
 f_v &\leq F_v' \\
 92 \text{ psi} &\leq 150.26 \text{ psi} \quad \text{OK}
 \end{aligned}$$

***Glulam Stringers should be structurally sound for an additional 40-years**

Appendix C: As-Built Plan



ELEVATION
Scale: 1" = 10'



DMJM
DANIEL, MANN, JOHNSON, & MENDENHALL
 611 VETERANS BLVD. • FREMONT CITY • CALIF. 94539 • PHONE 365-3900
 PLANNING & ARCHITECTURE & ENGINEERING SYSTEMS & ECONOMICS

PERMANENTE CREEK BRIDGE
FREMONT - GRANT IMPROVEMENTS
 LOG A170J
 CALIFORNIA

- NOTES
1. The location of proposed structure has been determined and the river has been surveyed and all improvements within limits are shown on this plan. BY THE CONTRACTOR, PRIOR TO CONSTRUCTION.
 2. SEE PLAN AND SPECIFICATIONS FOR LOCATION OF BRIDGE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RIGHTS OF WAY.
 3. • - Location of Soil Bore, See 1974

MICROFILMED
 DATE: FEB. 1 1974
 ROLL: 10 FRAME: 219

DATE	1974	1
ROLL	10	219
FRAME	1	5
30806		

1 Existing Timber Pedestrian Bridge As-Built

Appendix D: Photographs of Site



Figure 1 - Pedestrian Bridge looking east with close proximity to utilities



Figure 2 - Pedestrian Bridge looking west with close proximity to trees and overhead utility



Figure 3 - Pedestrian Bridge soffit looking east, with bracing and attached utility line



Figure 4 - Pedestrian Bridge blocking with severe deterioration



Figure 5 - Soffit of Pedestrian Bridge with blocking and handrail post deterioration and repaired section



Figure 6 - South side of Pedestrian Bridge with close proximity to vehicular bridge



Figure 7 - Northwest corner of Pedestrian Bridge with close proximity to existing trees and utility pole



Figure 8 - Pedestrian Bridge bin abutment with scour

Appendix E: Preliminary Environmental Analysis Study

Mini-Preliminary Environmental Analysis Report

Project Information

District: **04** County: **SCI** Route: **N/A** PM: **N/A**
 EA: **N/A** EFIS Project ID:
 Project Title: **Fremont Avenue Bridge Feasibility Study**
 Project Manager: **Victor Chen** Phone # **(650) 947-2623**
 Project Engineer: Phone #
 Environmental Office Chief: Phone #

Project Description

Purpose and Need

The purpose is to rehabilitate the existing pedestrian bridge to ensure the safety of the public and users, and to improve the service life of the structure.

Description of work

Work includes replacing the timber deck and timber railing, replacing some timber blocking (cross stringers below the deck), providing deck drainage, and backfilling behind the bin-abutment wall with rock.

Anticipated Environmental Approval¹

CEQA

- Categorical Exemption
- Statutory Exemption
- Initial Study/Negative Declaration
- Initial Study/Mitigated Negative Declaration
- Environmental Impact Report (EIR)

NEPA

- Categorical Exclusion
- "Routine" EA/FONSI
- "Complex" EA/FONSI
- Environmental Impact Statement (EIS)

Summary Statement (this statement will go directly into the PSR)

In order to identify environmental issues, constraints, costs, and resource needs, a Mini-PEAR was prepared for the project. Potential disposal, staging, and borrow sites will need to be identified in the PA&ED phase for complete environmental review. Field studies were not conducted and technical studies have been deferred to the PA&ED phase.

This project falls under the category of a Categorical Exemption for CEQA and a Categorical Exclusion (CE) for NEPA. No work will be done in the creek and minimal work will be done at the top of the creek banks to repair the scour between abutment walls. It should be noted that the adjacent bridge replacement project was also completed with a CE, and construction was completed in 2016. For NEPA, no technical studies are anticipated and a Preliminary Environment Study signed by Caltrans should suffice since there will be no excavation, no work in the creek, and the area has already been

¹ If the anticipated environmental document is an EIR and/or EIS, the preparation of a standard PEAR is recommended to avoid unanticipated costs and project delays.

disturbed by urban development in the area. The environmental process is expected to take 3 months.

Special Considerations

No special considerations exist at the site, other than the public desire to keep the timber bridge as close as possible to the existing bridge today.

Disclaimer

This report is not an environmental document or determination. The above information and recommendations are based on the project description provided in this report. The discussion and conclusions provided by this Mini-PEAR are approximate and based on a *cursory* review of existing records, databases, and mapping tools to estimate the potential for probable environmental effects. The purpose of this report is to provide a preliminary level of environmental analysis to support the Project Initiation Document. Changes in project scope, alternatives, existing environmental conditions, and/or environmental laws or regulations will require a re-evaluation of this report.

Approval

Project Manager

Date: _____

ATTACHMENTS:

[Attachment D: PEAR Environmental Commitments Cost Estimate](#)

OPTIONAL ATTACHMENTS:

[Attachment A: PEAR Environmental Studies Checklist](#)

Attachment C: Schedule (Gantt Chart)

Attachment A: PEAR Environmental Studies Checklist

Rev. 11/08

Environmental Studies for PA&ED Checklist					
	Not anticipated	Memo to file	Report required	Risk* L M H	Comments
Land Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Growth	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Farmlands/Timberlands	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Community Impacts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	May be required if not rehabilitated with a timber.
Community Character and Cohesion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Relocations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Environmental Justice	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Utilities/Emergency Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Visual/Aesthetics	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	May be required if not rehabilitated with a timber.
Cultural Resources:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Archaeological Survey Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Historic Resources Evaluation Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Historic Property Survey Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Historic Resource Compliance Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Section 106 / PRC 5024 & 5024.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Native American Coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Finding of Effect	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Data Recovery Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Memorandum of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Hydrology and Floodplain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Water Quality and Stormwater Runoff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Geology, Soils, Seismic and Topography	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Paleontology	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
PER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
PMP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Hazardous Waste/Materials:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ISA (Additional)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
PSI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Noise and Vibration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Energy and Climate Change	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Biological Environment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Natural Environment Study	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Section 7:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Formal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Informal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
No effect	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Section 10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
USFWS Consultation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NMFS Consultation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Environmental Studies for PA&ED Checklist					
	Not anticipated	Memo to file	Report required	Risk* L M H	Comments
Species of Concern (CNPS, USFS, BLM, S, F)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
Wetlands & Other Waters/Delineation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
404(b)(1) Alternatives Analysis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
Invasive Species	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
Wild & Scenic River Consistency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
Coastal Management Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
HMMP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
DFG Consistency Determination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
2081	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
Cumulative Impacts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
Context Sensitive Solutions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
Section 4(f) Evaluation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
Permits:	<input checked="" type="checkbox"/>				
401 Certification Coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>L</u>	
404 Permit Coordination, IP, NWP, or LOP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
1602 Agreement Coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
Local Coastal Development Permit Coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
State Coastal Development Permit Coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
NPDES Coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>L</u>	
US Coast Guard (Section 10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
TRPA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
BCDC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	



CONSENT CALENDAR

Agenda Item # 4

AGENDA REPORT SUMMARY

Meeting Date: November 24, 2020

Subject: Debt Management Policy

Prepared by: Sharif Etman, Administrative Services Director

Approved by: Chris Jordan, City Manager

Attachments:

1. Resolution approving Debt Management Policy
2. Draft Debt Management Policy (November 2020)

Initiated by:

Staff

Previous Council Consideration:

None

Fiscal Impact:

None

Environmental Review:

Not applicable.

Policy Question(s) for Council Consideration:

Not applicable

Summary:

- Effective January 1, 2017, local agencies are required to have a debt management policy in place prior to approving any debt financing transactions
- City staff have worked with bond counsel (Jones Hall), municipal advisor (NHA Advisors, LLC) and the Finance Commission to develop and review the debt management policy
- The revised debt management policy will be necessary for the proposed Community Center

Staff Recommendation:

Approve resolution for the revised debt management policy in compliance with SB 1029.

Reviewed By:

City Manager

CJ

City Attorney

JH

Finance Director

SE



Subject: Debt Management Policy

Purpose

It is recommended that the City Council, by resolution, approve a revised debt management policy in compliance with SB 1029.

Background

Senate Bill 1029 requires that local agencies adopt a comprehensive written debt management policy pursuant to the recommendations of the Government Finance Officers Association (GFOA). The City is committed to fiscal sustainability by employing long-term financial planning efforts, maintaining appropriate reserve levels and employing prudent practices of governance, management and budget administration, and finance reporting. The attached revised debt management policy is intended to improve the quality of decisions, assist with the determination of the structure of debt issuance, identify policy goals, demonstrate a commitment to long-term financial planning and complies with SB 1029.

Discussion/Analysis

The City is contemplating a loan to partially fund the Community Center Project. Prior to any formal approval of the financing, a debt management policy must be in place. The proposed revised debt management policy has been developed with the assistance of bond counsel (Jones Hall), the City's municipal advisor (NHA Advisors, LLC), the City Attorney and the Finance Committee.

Options

- 1) Approve resolution related to the revised debt management policy.

Advantages: The City can move forward with financing for the Community Center project as planned.

Disadvantages: None

- 2) Do not approve the resolution.

Advantages: None

Disadvantages: The City will not have authority to enter into any financing.

Recommendation

The staff recommends that the City Council, by resolution, approve a revised debt management policy in compliance with SB 1029.

ATTACHMENT 1

RESOLUTION NO. 2020-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS APPROVING REVISED DEBT MANAGEMENT POLICY IN COMPLIANCE WITH SB 1029

WHEREAS, SB 1029 (amending California Government Code section 8855) has been signed into law and imposes a new requirement on local government agencies who will issue debt in 2017 and thereafter.

WHEREAS, the City Council desires to adopt a "Debt Management Policy" to facilitate and better manage the City's existing and future debt, and to comply with the requirements of the new law.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby determines as follows:

Section 1. Recitals. Each of the above recitals is true and correct and is adopted by the City Council.

Section 2. Debt Policy Approved. The "Debt Management Policy" attached hereto as Exhibit "A" is hereby approved and adopted as the debt management policy of the City, and supersedes all prior debt management policies of the City.

Section 3. Effective Date. This Resolution shall take effect upon its adoption by the City Council of the City.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution passed and adopted by the City Council of the City of Los Altos at a meeting thereof on the 24th day of November, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Janis C. Pepper, MAYOR

Attest:

Andrea M. Chelemengos, MMC, CITY CLERK



CITY OF LOS ALTOS

DEBT MANAGEMENT POLICY

NOVEMBER 2020

DEBT MANAGEMENT POLICY

This Debt Management Policy (the “Debt Policy”) of the City of Los Altos (the “Issuer”) was approved by the Issuer’s City Council on November 24, 2020. The Debt Policy may be amended by the City Council as it deems appropriate from time to time in the prudent management of the debt of the Issuer. This Debt Policy applies to the Issuer and all subordinate entities of the Issuer for which the City Council serves as the governing board.

1. Findings

This Debt Policy is intended to comply with Government Code Section 8855(i), effective on January 1, 2017, and shall govern all debt undertaken by the Issuer.

The Issuer hereby recognizes that a fiscally prudent debt policy is required in order to:

- Maintain the Issuer’s sound financial position.
- Ensure the Issuer has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses.
- Protect the Issuer’s credit-worthiness.
- Ensure that all debt is structured in order to protect both current and future taxpayers, ratepayers and constituents of the Issuer.
- Ensure that the Issuer’s debt is consistent with the Issuer’s planning goals and objectives and capital improvement program or budget, as applicable.

2. Policies

A. Purposes For Which Debt May Be Issued

(i) Long-Term Debt. Long-term debt may be issued to finance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and operated by the Issuer.

(a) Long-term debt financings are appropriate when the following conditions exist:

- When the project to be financed is necessary to provide basic services.
- When the project to be financed will provide benefit to constituents over multiple years.
- When total debt does not constitute an unreasonable burden to the Issuer and its taxpayers and ratepayers.
 - When the debt is used to refinance outstanding debt in order to produce debt service savings or to realize the benefits of a debt restructuring.

(b) Long-term debt financings will not generally be considered appropriate for current operating expenses and routine maintenance expenses. However, the Issuer may consider issuance of debt for working capital purposes on a case-by-case basis.

(c) The Issuer may use long-term debt financings subject to the following conditions:

- The project to be financed must be approved by the City Council.
- The weighted average maturity of the debt (or the portion of the debt allocated to the project) will not exceed the average useful life of the project to be financed by more than 20%.
- The Issuer estimates that sufficient revenues will be available to service the debt through its maturity.
- The Issuer determines that the issuance of the debt will comply with the applicable state and federal law.

(ii) Short-term debt. Short-term debt may be issued to provide financing for the Issuer's operational cash flows in order to maintain a steady and even cash flow balance. Short-term debt may also be used to finance short-lived capital projects; for example, the Issuer may undertake lease-purchase financing for equipment.

(iii) Financings on Behalf of Other Entities. The Issuer may also find it beneficial to issue debt on behalf of other governmental agencies or private third parties in order to further the public purposes of Issuer. In such cases, the Issuer shall take reasonable steps to confirm the financial feasibility of the project to be financed and the financial solvency of any borrower and that the issuance of such debt is consistent with the policies set forth herein.

B. Types of Debt

For purposes of this Debt Policy, "debt" shall be interpreted broadly to mean bonds, notes, certificates of participation, financing leases, or other financing obligations. The use of the term "debt" in this Debt Policy shall be solely for convenience and shall not be interpreted to characterize any such obligation as an indebtedness or debt in contravention of any statutory or constitutional debt limitation.

The following types of debt are allowable under this Debt Policy:

- general obligation bonds
- bond or grant anticipation notes
- lease revenue bonds, certificates of participation and lease-purchase and lease-leaseback transactions
- other revenue bonds and certificates of participation
- tax and revenue anticipation notes

- land-secured financings, such as special tax revenue bonds issued under the Mello-Roos Community Facilities Act of 1982, as amended, and limited obligation bonds issued under applicable assessment statutes
- tax increment financing to the extent permitted under state law
- conduit financings, such as financings for affordable housing and qualified 501c3 organizations

The Issuer may from time to time find that other forms of debt would be beneficial to further its public purposes and may approve such debt without an amendment of this Debt Policy.

Debt shall be issued as fixed rate debt unless the Issuer makes a specific determination as to why a variable rate issue would be beneficial to the Issuer in a specific circumstance.

C. Relationship of Debt to Capital Improvement Program and Budget

The Issuer is committed to long-term capital planning. The Issuer intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the Issuer's capital budget and the capital improvement plan.

The Issuer shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The Issuer shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear.

The Issuer shall integrate its debt issuances with the goals of its capital improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of the Issuer's public purposes.

The Issuer shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.

D. Policy Goals Related to Planning Goals and Objectives

The Issuer is committed to long-term financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The Issuer intends to issue debt for the purposes stated in this Policy and to implement policy decisions incorporated in the Issuer's annual operations budget.

It is a policy goal of the Issuer to protect taxpayers, ratepayers and constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

The Issuer will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and

charges.

When refinancing debt, it shall be the policy goal of the Issuer to realize, whenever possible, and subject to any overriding non-financial policy considerations, (i) minimum net present value debt service savings equal to or greater than 3.0% of the refunded principal amount, and (ii) present value debt service savings equal to or greater than 100% of any escrow fund negative arbitrage.

E. Internal Control Procedures

When issuing debt, in addition to complying with the terms of this Debt Policy, the Issuer shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

The Issuer will periodically review the requirements of and will remain in compliance with the following:

- any continuing disclosure undertakings under SEC Rule 15c2-12 or annual disclosure obligations under Government Code section 8855(k),
- any federal tax compliance requirements, including without limitation arbitrage and rebate compliance, related to any prior bond issues, and
- the Issuer's investment policies as they relate to the investment of bond proceeds.

Proceeds of debt will be held either (a) by a third-party trustee, which will disburse such proceeds to the Issuer upon the submission of one or more written requisitions, or (b) by the Issuer, to be held and accounted for in a separate fund or account, the expenditure of which will be carefully documented by the Issuer.



CONSENT CALENDAR

Agenda Item # 5

AGENDA REPORT SUMMARY

Meeting Date: November 24, 2020

Prepared by: Chris Jordan, City Manager

Attachment(s):

1. Resolution 2020-35, with Attachment A

Initiated by:
City Manager

Previous Council Consideration:

Fiscal Impact:

\$37,450 for FY 21 (including benefits), most from the General Fund

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

2. Does the City Council wish to approve salary adjustments based on the Consumer Price Index for Management staff that did not receive a cost of living adjustment during this calendar year?

Summary:

3. Each fiscal year, compensation ranges for non-represented staff is reviewed for possible adjustments which typically take effect July 1.
4. Due to the pandemic, cost of living adjustments for management staff was deferred in June.
5. CPI for the San Francisco area for the 12-month period ending August 31, 2020 is 1.6%.
6. A list of all staff positions to receive this cost of living adjustment is included in the resolution and that list excludes the City Manager position

Recommended Motion:

Move to approve Resolution 2020-35

Reviewed By:

City Manager

CJ

City Attorney

JH

Finance Director

SE



Subject: Resolution 2020-35: Approving a Cost of Living Adjustment for Regular, full-time, Non-Represented, Management and Executive Staff

Purpose

Resolution 2020-35 provides salary range increases for management and executive staff that did not receive cost of living increases in July 2020.

Background

Each year, prior to July 1, the City Manager reviews compensation ranges for all non-represented staff and makes a recommendation to the City Council concerning possible adjustments. In 2020, due to the pandemic, the City Manager recommended that non-represented, confidential staff positions received an increase of 2% effective July 1, 2020. Increases were deferred until later in 2020 for all other non-represented, full-time staff positions.

For the 12-month period ending August 31, 2020, the Consumer Price Index for the San Francisco Bay Area is 1.6%.

Analysis

In May 2020, at the City Manager's recommendation, the City Council approved Resolution 2020-17 which deferred pay increases for management and executive staff to allow for more time to analyze revenue reductions associated with the pandemic. As reported In October to the City Council, as of June 30, 2020, the City appears to have a balance of approximately \$900,000 more than originally estimated. Given this increase in City resources, and the need to maintain appropriate gaps in salary between staff positions, the City Manager is now recommending that management and executive staff receive a cost of living adjustment of 1.6% effective the first full pay period that includes January 1, 2021.

Options

- 1) Approve the Resolution providing cost of living adjustments to salary ranges for management and executive staff, not including the City Manager.
- 2) Do not approve the Resolution.

Recommendation

Option 1, approve Resolution 2020-35.

RESOLUTION NO. 2020-35

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
APPROVING A COST OF LIVING ADJUSTMENT FOR REGULAR, FULL-
TIME, NON-REPRESENTED, MANAGEMENT AND EXECUTIVE STAFF
FOR FISCAL YEAR 2020/2021**

WHEREAS, the City annually reviews and may revise employee compensation and salary schedule ranges; and

WHEREAS, the City benefits from a highly qualified, municipal workforce; and

WHEREAS, to assist in retaining such a workforce, it is critical that the City's compensation levels are competitive in the marketplace; and

WHEREAS, to remain competitive, the City should adjust salaries to reflect changes in the region's cost of living; and

WHEREAS, each year the City Council approves salary range increases for this staff group effective July 1, however, this year, the City Council adopted Resolution 2020-17 which deferred salary increases for management staff; and

WHEREAS, to maintain an appropriate separation in pay levels, an increase in salary levels for the subject group of employees is necessary; and

WHEREAS, the Consumer Price Index for Urban Consumers (CPI-U) for the San Francisco Oakland-Hayward region increase by 1.6% for the twelve-month period ending the August 2020, and

WHEREAS, compensation levels were increased by 2% for confidential staff July 1, 2020 and therefore these positions are not included in this Resolution; and

WHEREAS, these salary increases are scheduled to take effect in the first full pay period that includes January 1, 2021; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby:

1. Increases salary ranges for the following regular full-time, non-represented, management and executive positions by 1.6% effective the first full pay period that includes January 1, 2021:
 - a. Deputy City Manager
 - b. City Clerk
 - c. Public Information Officer
 - d. Community Development Director
 - e. Building Official
 - f. Planning Services Manager

- g. Engineering Services Director
- h. Special Projects Manager
- i. Engineering Services Manager
- j. Transportation Services Manager
- k. Project Manager
- l. Administrative Services Director
- m. Finance Manager
- n. Human Resources Manager
- o. Information Technology Manager
- p. Police Chief
- q. Police Captain
- r. Police Services Manager
- s. Recreation & Community Services Director
- t. Recreation Manager
- u. Maintenance Services Director

2. Adopts the salary schedule at Exhibit A reflecting these pay adjustments.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution passed and adopted by the City Council of the City of Los Altos at a meeting thereof on the 24th day of November, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Janis C. Pepper, MAYOR

Attest:

Andrea Chelemengos, MMC, CITY CLERK

City of Los Altos -- Salary Schedule FY 20/21
 Resolution 2020-35

			Biweekly					Monthly					Annual				
<i>Legislative & Executive</i>	<i>Union</i>	<i>Salary Range</i>	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
City Manager	N/A		\$9,426.73					\$20,424.58					\$245,095.00				
Assistant City Manager	N/A	56	\$6,993.28	Open Range			\$8,500.33	\$15,152.11	Open Range			\$18,417.39	\$181,825.28	Open Range			\$221,008.62
Deputy City Manager	N/A	48	\$5,739.68	\$6,026.66	\$6,328.00	\$6,644.40	\$6,976.62	\$12,435.98	\$13,057.77	\$13,710.66	\$14,396.20	\$15,116.01	\$149,231.70	\$156,693.29	\$164,527.95	\$172,754.35	\$181,392.07
Assistant to the City Manager	N/A	40	\$4,710.82	\$4,946.36	\$5,193.68	\$5,453.37	\$5,726.04	\$10,206.78	\$10,717.12	\$11,252.98	\$11,815.63	\$12,406.41	\$122,481.41	\$128,605.48	\$135,035.75	\$141,787.54	\$148,876.92
City Clerk	N/A	41	\$4,828.59	\$5,070.02	\$5,323.52	\$5,589.70	\$5,869.19	\$10,461.95	\$10,985.05	\$11,534.30	\$12,111.02	\$12,716.57	\$125,543.44	\$131,820.62	\$138,411.65	\$145,332.23	\$152,598.84
Public Information Officer	N/A		\$4,688.31	\$4,922.73	\$5,168.86	\$5,427.31	\$5,698.67	\$10,158.01	\$10,665.91	\$11,199.20	\$11,759.16	\$12,347.12	\$121,896.10	\$127,990.91	\$134,390.45	\$141,109.98	\$148,165.48
Public Information Coordinator	LAMEA		\$3,604.60	\$3,784.83	\$3,974.07	\$4,172.77	\$4,381.41	\$7,809.96	\$8,200.46	\$8,610.48	\$9,041.01	\$9,493.06	\$93,719.56	\$98,405.54	\$103,325.81	\$108,492.10	\$113,916.71
Executive Assistant to the City Manager	N/A	25	\$3,265.47	\$3,428.74	\$3,600.18	\$3,780.19	\$3,969.20	\$7,075.18	\$7,428.94	\$7,800.38	\$8,190.40	\$8,599.92	\$84,902.14	\$89,147.25	\$93,604.61	\$98,284.84	\$103,199.09
Deputy City Clerk	LAMEA		\$2,937.36	\$3,084.22	\$3,238.43	\$3,400.36	\$3,570.37	\$6,364.27	\$6,682.48	\$7,016.61	\$7,367.44	\$7,735.81	\$76,371.24	\$80,189.80	\$84,199.29	\$88,409.25	\$92,829.71
<i>Administrative Services</i>	<i>Union</i>	<i>Salary Range</i>	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
Administrative Services Director	N/A	56	\$6,993.28	Open Range			\$8,500.33	\$15,152.11	Open Range			\$18,417.39	\$181,825.28	Open Range			\$221,008.62
Financial Services Manager	N/A	48	\$5,739.68	\$6,026.66	\$6,328.00	\$6,644.40	\$6,976.62	\$12,435.98	\$13,057.77	\$13,710.66	\$14,396.20	\$15,116.01	\$149,231.70	\$156,693.29	\$164,527.95	\$172,754.35	\$181,392.07
Senior Accountant	N/A	34	\$4,078.12	\$4,282.03	\$4,496.13	\$4,720.93	\$4,956.98	\$8,835.93	\$9,277.73	\$9,741.61	\$10,228.69	\$10,740.13	\$106,031.14	\$111,332.70	\$116,899.34	\$122,744.30	\$128,881.52
Management Analyst II	LAMEA		\$3,858.13	\$4,051.04	\$4,253.59	\$4,466.27	\$4,689.58	\$8,359.28	\$8,777.24	\$9,216.11	\$9,676.91	\$10,160.76	\$100,311.37	\$105,326.94	\$110,593.28	\$116,122.95	\$121,929.10
Management Analyst I	LAMEA		\$3,508.07	\$3,683.47	\$3,867.64	\$4,061.02	\$4,264.08	\$7,600.81	\$7,980.85	\$8,379.89	\$8,798.89	\$9,238.83	\$91,209.71	\$95,770.19	\$100,558.70	\$105,586.64	\$110,865.97
Accounting Technician II	LAMEA		\$2,925.69	\$3,071.97	\$3,225.57	\$3,386.85	\$3,556.19	\$6,338.99	\$6,655.94	\$6,988.73	\$7,338.17	\$7,705.08	\$76,067.85	\$79,871.24	\$83,864.80	\$88,058.04	\$92,460.94
Accounting Technician I	LAMEA		\$2,540.62	\$2,667.65	\$2,801.03	\$2,941.08	\$3,088.13	\$5,504.67	\$5,779.90	\$6,068.90	\$6,372.34	\$6,690.96	\$66,056.02	\$69,358.82	\$72,826.76	\$76,468.10	\$80,291.50
Accounting Office Assistant I	LAMEA		\$2,234.04	\$2,345.75	\$2,463.03	\$2,586.19	\$2,715.50	\$4,840.43	\$5,082.45	\$5,336.57	\$5,603.40	\$5,883.57	\$58,085.16	\$60,989.42	\$64,038.89	\$67,240.84	\$70,602.88
Information Technology Manager	N/A	48	\$5,739.68	\$6,026.66	\$6,328.00	\$6,644.40	\$6,976.62	\$12,435.98	\$13,057.77	\$13,710.66	\$14,396.20	\$15,116.01	\$149,231.70	\$156,693.29	\$164,527.95	\$172,754.35	\$181,392.07
Network Systems Administrator	LAMEA		\$4,299.42	\$4,514.39	\$4,740.11	\$4,977.12	\$5,225.97	\$9,315.42	\$9,781.19	\$10,270.25	\$10,783.76	\$11,322.95	\$111,784.98	\$117,374.23	\$123,242.94	\$129,405.09	\$135,875.34
Information Technology Analyst	LAMEA		\$4,094.69	\$4,299.42	\$4,514.39	\$4,740.11	\$4,977.12	\$8,871.82	\$9,315.42	\$9,781.19	\$10,270.25	\$10,783.76	\$106,461.89	\$111,784.98	\$117,374.23	\$123,242.94	\$129,405.09
Information Technology Technician	LAMEA		\$3,109.20	\$3,264.67	\$3,427.90	\$3,599.29	\$3,779.26	\$6,736.61	\$7,073.44	\$7,427.11	\$7,798.47	\$8,188.39	\$80,839.32	\$84,881.29	\$89,125.36	\$93,581.62	\$98,260.70
Human Resources Manager	N/A	48	\$5,739.68	\$6,026.66	\$6,328.00	\$6,644.40	\$6,976.62	\$12,435.98	\$13,057.77	\$13,710.66	\$14,396.20	\$15,116.01	\$149,231.70	\$156,693.29	\$164,527.95	\$172,754.35	\$181,392.07
Human Resources Analyst	N/A	31	\$3,786.94	\$3,976.29	\$4,175.10	\$4,383.86	\$4,603.05	\$8,205.04	\$8,615.29	\$9,046.05	\$9,498.36	\$9,973.28	\$98,460.46	\$103,383.48	\$108,552.65	\$113,980.29	\$119,679.30
Human Resources Technician	N/A	23	\$3,108.12	\$3,263.52	\$3,426.70	\$3,598.04	\$3,777.94	\$6,734.26	\$7,070.97	\$7,424.52	\$7,795.74	\$8,185.53	\$80,811.08	\$84,851.64	\$89,094.22	\$93,548.93	\$98,226.38
<i>Police Services</i>	<i>Union</i>	<i>Salary Range</i>	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
Police Chief	N/A	56	\$6,993.28	Open Range			\$8,500.33	\$15,152.11	Open Range			\$18,417.39	\$181,825.28	Open Range			\$221,008.62
Police Captain	N/A	52	\$6,335.53	\$6,652.31	\$6,984.93	\$7,334.17	\$7,700.88	\$13,726.99	\$14,413.34	\$15,134.01	\$15,890.71	\$16,685.24	\$164,723.88	\$172,960.07	\$181,608.08	\$190,688.48	\$200,222.90
Police Services Manager	N/A	45	\$5,329.86	\$5,596.36	\$5,876.18	\$6,169.98	\$6,478.48	\$11,548.04	\$12,125.44	\$12,731.71	\$13,368.30	\$14,036.71	\$138,576.47	\$145,505.30	\$152,780.56	\$160,419.59	\$168,440.57
Executive Assistant	LAMEA		\$2,761.26	\$2,899.33	\$3,044.29	\$3,196.51	\$3,356.33	\$5,982.74	\$6,281.87	\$6,595.97	\$6,925.76	\$7,272.05	\$71,792.82	\$75,382.46	\$79,151.59	\$83,109.17	\$87,264.62
Police Records Supervisor	LAMEA		\$3,378.65	\$3,547.58	\$3,724.96	\$3,911.21	\$4,106.77	\$7,320.40	\$7,686.42	\$8,070.75	\$8,474.28	\$8,898.00	\$87,844.85	\$92,237.09	\$96,848.94	\$101,691.39	\$106,775.96
Lead Records Specialist	LAMEA		\$2,577.74	\$2,706.63	\$2,841.96	\$2,984.06	\$3,133.26	\$5,585.11	\$5,864.37	\$6,157.59	\$6,465.47	\$6,788.74	\$67,021.34	\$70,372.41	\$73,891.03	\$77,585.58	\$81,464.86
Records Specialist	LAMEA		\$2,341.19	\$2,458.24	\$2,581.16	\$2,710.21	\$2,845.73	\$5,072.57	\$5,326.20	\$5,592.51	\$5,872.13	\$6,165.74	\$60,870.83	\$63,914.37	\$67,110.09	\$70,465.59	\$73,988.87
Police Sergeant	POA		\$4,705.26	\$4,940.52	\$5,187.55	\$5,446.93	\$5,719.27	\$10,194.73	\$10,704.47	\$11,239.69	\$11,801.67	\$12,391.76	\$122,336.76	\$128,453.60	\$134,876.28	\$141,620.09	\$148,701.10
Police Agent	POA		\$4,186.08	\$4,395.38	\$4,615.15	\$4,845.91	\$5,088.21	\$9,069.84	\$9,523.33	\$9,999.50	\$10,499.47	\$11,024.45	\$108,838.08	\$114,279.98	\$119,993.98	\$125,993.68	\$132,293.37
Police Officer	POA		\$3,987.18	\$4,186.54	\$4,395.87	\$4,615.66	\$4,846.44	\$8,638.89	\$9,070.83	\$9,524.38	\$10,000.60	\$10,500.62	\$103,666.68	\$108,850.01	\$114,292.51	\$120,007.14	\$126,007.50
Lead Communications Officer	POA		\$3,942.30	\$4,139.42	\$4,346.39	\$4,563.71	\$4,791.89	\$8,541.65	\$8,968.73	\$9,417.17	\$9,888.03	\$10,382.43	\$102,499.80	\$107,624.79	\$113,006.03	\$118,656.33	\$124,589.15
Police Officer Trainee	POA		\$3,796.44	\$3,986.26	\$4,185.58	\$4,394.85	\$4,614.60	\$8,225.62	\$8,636.90	\$9,068.75	\$9,522.18	\$9,998.29	\$98,707.44	\$103,642.81	\$108,824.95	\$114,266.20	\$119,979.51
Communications Officer	POA		\$3,582.24	\$3,761.35	\$3,949.42	\$4,146.89	\$4,354.24	\$7,761.52	\$8,149.60	\$8,557.08	\$8,984.93	\$9,434.18	\$93,138.24	\$97,795.15	\$102,684.91	\$107,819.16	\$113,210.11
Community Service Officer	POA		\$2,874.36	\$3,018.08	\$3,168.98	\$3,327.43	\$3,493.80	\$6,227.78	\$6,539.17	\$6,866.13	\$7,209.43	\$7,569.91	\$74,733.36	\$78,470.03	\$82,393.53	\$86,513.21	\$90,838.87

City of Los Altos -- Salary Schedule FY 20/21

Resolution 2020-35

			Biweekly					Monthly					Annual						
<i>Engineering Services</i>	<i>Union</i>	<i>Salary Range</i>	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E		
Engineering Services Director/City Engineer	N/A	56	Open Range				\$8,500.33	\$15,152.11	Open Range				\$18,417.39	\$181,825.28	Open Range				\$221,008.62
Engineering Services Manager	N/A	48	\$5,739.68	\$6,026.66	\$6,328.00	\$6,644.40	\$6,976.62	\$12,435.98	\$13,057.77	\$13,710.66	\$14,396.20	\$15,116.01	\$149,231.70	\$156,693.29	\$164,527.95	\$172,754.35	\$181,392.07		
Transportation Services Manager	N/A	45	\$5,329.86	\$5,596.36	\$5,876.18	\$6,169.98	\$6,478.48	\$11,548.04	\$12,125.44	\$12,731.71	\$13,368.30	\$14,036.71	\$138,576.47	\$145,505.30	\$152,780.56	\$160,419.59	\$168,440.57		
Senior Engineer	LAMEA		\$4,818.15	\$5,059.06	\$5,312.01	\$5,577.62	\$5,856.50	\$10,439.33	\$10,961.30	\$11,509.36	\$12,084.83	\$12,689.07	\$125,271.99	\$131,535.59	\$138,112.37	\$145,017.99	\$152,268.89		
Project Manager	N/A	42	\$4,949.31	\$5,196.77	\$5,456.61	\$5,729.44	\$6,015.92	\$10,723.50	\$11,259.68	\$11,822.66	\$12,413.79	\$13,034.48	\$128,682.03	\$135,116.13	\$141,871.94	\$148,965.54	\$156,413.81		
Special Projects Manager	N/A	42	\$4,949.31	\$5,196.77	\$5,456.61	\$5,729.44	\$6,015.92	\$10,723.50	\$11,259.68	\$11,822.66	\$12,413.79	\$13,034.48	\$128,682.03	\$135,116.13	\$141,871.94	\$148,965.54	\$156,413.81		
Associate Civil Engineer	LAMEA		\$4,205.01	\$4,415.26	\$4,636.02	\$4,867.83	\$5,111.22	\$9,110.86	\$9,566.40	\$10,044.72	\$10,546.96	\$11,074.30	\$109,330.29	\$114,796.81	\$120,536.65	\$126,563.48	\$132,891.65		
Assistant Civil Engineer	LAMEA		\$3,717.04	\$3,902.90	\$4,098.04	\$4,302.94	\$4,518.09	\$8,053.59	\$8,456.27	\$8,879.09	\$9,323.04	\$9,789.19	\$96,643.12	\$101,475.28	\$106,549.04	\$111,876.50	\$117,470.32		
Junior Engineer	LAMEA		\$3,378.65	\$3,547.58	\$3,724.96	\$3,911.21	\$4,106.77	\$7,320.40	\$7,686.42	\$8,070.75	\$8,474.28	\$8,898.00	\$87,844.85	\$92,237.09	\$96,848.94	\$101,691.39	\$106,775.96		
GIS Technician	LAMEA		\$3,378.65	\$3,547.58	\$3,724.96	\$3,911.21	\$4,106.77	\$7,320.40	\$7,686.42	\$8,070.75	\$8,474.28	\$8,898.00	\$87,844.85	\$92,237.09	\$96,848.94	\$101,691.39	\$106,775.96		
Construction Inspector	LAMEA		\$3,217.41	\$3,378.28	\$3,547.19	\$3,724.55	\$3,910.78	\$6,971.05	\$7,319.60	\$7,685.58	\$8,069.86	\$8,473.35	\$83,652.57	\$87,835.19	\$92,226.95	\$96,838.30	\$101,680.22		
Engineering Technician	LAMEA		\$3,217.41	\$3,378.28	\$3,547.19	\$3,724.55	\$3,910.78	\$6,971.05	\$7,319.60	\$7,685.58	\$8,069.86	\$8,473.35	\$83,652.57	\$87,835.19	\$92,226.95	\$96,838.30	\$101,680.22		
Executive Assistant	LAMEA		\$2,761.26	\$2,899.33	\$3,044.29	\$3,196.51	\$3,356.33	\$5,982.74	\$6,281.87	\$6,595.97	\$6,925.76	\$7,272.05	\$71,792.82	\$75,382.46	\$79,151.59	\$83,109.17	\$87,264.62		
<i>Maintenance Services</i>	<i>Union</i>	<i>Salary Range</i>	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E		
Maintenance Services Director	N/A	56	Open Range				\$8,500.33	\$15,152.11	Open Range				\$18,417.39	\$181,825.28	Open Range				\$221,008.62
Maintenance Supervisor	LAMEA		\$3,605.66	\$3,785.94	\$3,975.24	\$4,174.00	\$4,382.70	\$7,812.26	\$8,202.87	\$8,613.02	\$9,043.67	\$9,495.85	\$93,747.14	\$98,434.50	\$103,356.22	\$108,524.03	\$113,950.23		
Senior Maintenance Technician	Teamsters		\$3,104.99	\$3,260.24	\$3,423.25	\$3,594.41	\$3,774.13	\$6,727.47	\$7,063.84	\$7,417.04	\$7,787.89	\$8,177.28	\$80,729.65	\$84,766.13	\$89,004.44	\$93,454.66	\$98,127.39		
Executive Assistant	LAMEA		\$2,761.26	\$2,899.33	\$3,044.29	\$3,196.51	\$3,356.33	\$5,982.74	\$6,281.87	\$6,595.97	\$6,925.76	\$7,272.05	\$71,792.82	\$75,382.46	\$79,151.59	\$83,109.17	\$87,264.62		
Equipment Mechanic	Teamsters		\$2,822.72	\$2,963.85	\$3,112.04	\$3,267.65	\$3,431.03	\$6,115.88	\$6,421.68	\$6,742.76	\$7,079.90	\$7,433.89	\$73,390.59	\$77,060.12	\$80,913.13	\$84,958.78	\$89,206.72		
Maintenance Leadworker	Teamsters		\$2,822.72	\$2,963.85	\$3,112.04	\$3,267.65	\$3,431.03	\$6,115.88	\$6,421.68	\$6,742.76	\$7,079.90	\$7,433.89	\$73,390.59	\$77,060.12	\$80,913.13	\$84,958.78	\$89,206.72		
Maintenance Technician	Teamsters		\$2,822.72	\$2,963.85	\$3,112.04	\$3,267.65	\$3,431.03	\$6,115.88	\$6,421.68	\$6,742.76	\$7,079.90	\$7,433.89	\$73,390.59	\$77,060.12	\$80,913.13	\$84,958.78	\$89,206.72		
Maintenance Worker II	Teamsters		\$2,560.99	\$2,689.04	\$2,823.49	\$2,964.67	\$3,112.90	\$5,548.82	\$5,826.26	\$6,117.57	\$6,423.45	\$6,744.62	\$66,585.79	\$69,915.08	\$73,410.84	\$77,081.38	\$80,935.45		
Maintenance Worker I	Teamsters		\$2,264.66	\$2,377.89	\$2,496.79	\$2,621.63	\$2,752.71	\$4,906.77	\$5,152.10	\$5,409.71	\$5,680.19	\$5,964.20	\$58,881.19	\$61,825.25	\$64,916.51	\$68,162.33	\$71,570.45		
<i>Community Development</i>	<i>Union</i>	<i>Salary Range</i>	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E		
Community Development Director	N/A	56	Open Range				\$8,500.33	\$15,152.11	Open Range				\$18,417.39	\$181,825.28	Open Range				\$221,008.62
Building Official	N/A	45	\$5,329.86	\$5,596.36	\$5,876.18	\$6,169.98	\$6,478.48	\$11,548.04	\$12,125.44	\$12,731.71	\$13,368.30	\$14,036.71	\$138,576.47	\$145,505.30	\$152,780.56	\$160,419.59	\$168,440.57		
Planning Services Manager	N/A	45	\$5,329.86	\$5,596.36	\$5,876.18	\$6,169.98	\$6,478.48	\$11,548.04	\$12,125.44	\$12,731.71	\$13,368.30	\$14,036.71	\$138,576.47	\$145,505.30	\$152,780.56	\$160,419.59	\$168,440.57		
Economic Development Manager	N/A	44	\$5,199.87	\$5,459.86	\$5,732.85	\$6,019.50	\$6,320.47	\$11,266.38	\$11,829.70	\$12,421.18	\$13,042.24	\$13,694.36	\$135,196.56	\$141,956.39	\$149,054.21	\$156,506.92	\$164,332.26		
Senior Planner	LAMEA		\$4,706.77	\$4,942.11	\$5,189.21	\$5,448.67	\$5,721.11	\$10,198.00	\$10,707.90	\$11,243.30	\$11,805.46	\$12,395.73	\$122,376.01	\$128,494.81	\$134,919.55	\$141,665.53	\$148,748.80		
Associate Planner	LAMEA		\$3,971.64	\$4,170.22	\$4,378.73	\$4,597.66	\$4,827.55	\$8,605.21	\$9,035.47	\$9,487.24	\$9,961.61	\$10,459.69	\$103,262.52	\$108,425.64	\$113,846.92	\$119,539.27	\$125,516.23		
Senior Building Inspector	LAMEA		\$3,917.53	\$4,113.41	\$4,319.08	\$4,535.04	\$4,761.79	\$8,487.99	\$8,912.39	\$9,358.01	\$9,825.91	\$10,317.21	\$101,855.89	\$106,948.69	\$112,296.12	\$117,910.93	\$123,806.48		
Economic Development Coordinator	LAMEA		\$3,604.60	\$3,784.83	\$3,974.07	\$4,172.77	\$4,381.41	\$7,809.96	\$8,200.46	\$8,610.48	\$9,041.01	\$9,493.06	\$93,719.56	\$98,405.54	\$103,325.81	\$108,492.10	\$113,916.71		
Sustainability Coordinator	LAMEA		\$3,604.60	\$3,784.83	\$3,974.07	\$4,172.77	\$4,381.41	\$7,809.96	\$8,200.46	\$8,610.48	\$9,041.01	\$9,493.06	\$93,719.56	\$98,405.54	\$103,325.81	\$108,492.10	\$113,916.71		
Assistant Planner	LAMEA		\$3,595.05	\$3,774.80	\$3,963.54	\$4,161.72	\$4,369.81	\$7,789.28	\$8,178.74	\$8,587.68	\$9,017.06	\$9,467.92	\$93,471.33	\$98,144.90	\$103,052.14	\$108,204.75	\$113,614.99		
Building Inspector	LAMEA		\$3,544.13	\$3,721.34	\$3,907.41	\$4,102.78	\$4,307.92	\$7,678.95	\$8,062.90	\$8,466.05	\$8,889.35	\$9,333.82	\$92,147.45	\$96,754.83	\$101,592.57	\$106,672.20	\$112,005.80		
Permit Technician	LAMEA		\$2,847.19	\$2,989.55	\$3,139.02	\$3,295.98	\$3,460.77	\$6,168.91	\$6,477.35	\$6,801.22	\$7,141.28	\$7,498.34	\$74,026.87	\$77,728.21	\$81,614.62	\$85,695.35	\$89,980.12		
Executive Assistant	LAMEA		\$2,761.26	\$2,899.33	\$3,044.29	\$3,196.51	\$3,356.33	\$5,982.74	\$6,281.87	\$6,595.97	\$6,925.76	\$7,272.05	\$71,792.82	\$75,382.46	\$79,151.59	\$83,109.17	\$87,264.62		
<i>Recreation & Community Services</i>	<i>Union</i>	<i>Salary Range</i>	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E		
Recreation & Community Services Director	N/A	56	Open Range				\$8,500.33	\$15,152.11	Open Range				\$18,417.39	\$181,825.28	Open Range				\$221,008.62
Recreation Manager	N/A	36	\$4,267.77	\$4,481.16	\$4,705.22	\$4,940.48	\$5,187.51	\$9,246.84	\$9,709.18	\$10,194.64	\$10,704.38	\$11,239.60	\$110,962.11	\$116,510.22	\$122,335.73	\$128,452.51	\$134,875.14		
Senior Recreation Supervisor	LAMEA		\$3,676.73	\$3,860.57	\$4,053.60	\$4,256.28	\$4,469.09	\$7,966.25	\$8,364.57	\$8,782.80	\$9,221.94	\$9,683.03	\$95,595.05	\$100,374.81	\$105,393.55	\$110,663.22	\$116,196.38		
Recreation Supervisor	LAMEA		\$3,497.46	\$3,672.33	\$3,855.95	\$4,048.74	\$4,251.18	\$7,577.82	\$7,956.72	\$8,354.55	\$8,772.28	\$9,210.89	\$90,933.90	\$95,480.59	\$100,254.62	\$105,267.35	\$110,530.72		
Recreation Coordinator	LAMEA		\$2,656.24	\$2,789.06	\$2,928.51	\$3,074.93	\$3,228.68	\$5,755.19	\$6,042.95	\$6,345.10	\$6,662.36	\$6,995.47	\$69,062.32	\$72,515.44	\$76,141.21	\$79,948.27	\$83,945.69		
Facilities Coordinator	LAMEA		\$2,656.24	\$2,789.06	\$2,928.51	\$3,074.93	\$3,228.68	\$5,755.19	\$6,042.95	\$6,345.10	\$6,662.36	\$6,995.47	\$69,062.32	\$72,515.44	\$76,141.21	\$79,948.27	\$83,945.69		
Office Assistant II	LAMEA		\$2,225.56	\$2,336.84	\$2,453.68	\$2,576.36	\$2,705.18	\$4,822.04	\$5,063.15	\$5,316.30	\$5,582.12	\$5,861.22	\$57,864.52	\$60,757.74	\$63,795.63	\$66,985.41	\$70,334.68		
Office Assistant I	LAMEA		\$1,998.55	\$2,098.47	\$2,203.40	\$2,313.57	\$2,429.25	\$4,330.19	\$4,546.69	\$4,774.03	\$5,012.73	\$5,263.37	\$51,962.23	\$54,560.34	\$57,288.36	\$60,152.77	\$63,160.41		

LAMEA: 2% COLA effective 06/28/20

Non-rep Confidential: 2% COLA effective 06/28/20

POA: 2% COLA effective 06/28/20

Non-rep Management & Department Heads: 1.6% COLA effective 12/27/20

Teamsters: 3% increase effective 06/28/20



CONSENT CALENDAR

Agenda Item # 6

AGENDA REPORT SUMMARY

Meeting Date: November 24, 2020

Subject: Police Records Management System (RMS)

Prepared by: Judy Maloney, Police Services Manager

Reviewed by: Andrew Galea, Police Chief

Approved by: Chris Jordan, City Manager

Attachment(s):

1. Tri-Cities Projected Costs Sharing
2. Sunridge Systems Inc Software and Services Contract

Initiated by:

Police Department Staff

Previous Council Consideration:

2012 - CIP 00923

Fiscal Impact:

Total cost is \$1,440,054.00 for the Cities of Los Altos, Mountain View, and Palo Alto. Los Altos' portion based on the cost-sharing formula is \$377,505.15. Hardware and licensing costs are pending and estimated not to exceed \$100,000. Los Altos' portion of hardware and licensing costs will not exceed \$35,000. Annual maintenance for the city after the first year (years 2-5) will be \$37,490.89.

- Breakdown of funds to be used (Technology Fund):
 - o \$342,505.15 software and services (implementation plus first year maintenance included)
 - o Hardware and licensing costs pending but not to exceed \$35,000 (25.12% of total cost for three cities)
 - o 37,490.89 annual maintenance for year 2 - 5 (included in General Fund Budget)
- Amount already included in approved budget: \$350K (RMS and CAD projects)
- Amount above budget requested: not to exceed \$27,505.15 from Technology Fund

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

Not applicable

City Manager

CJ

Reviewed By:

City Attorney

JH

Finance Director

SE



Subject: Police Records Management System (RMS)

Summary:

- Our current Records Management System (RMS) was implemented in 1999.
- The new RMS will allow for paperless reporting and automated in-filed reporting for officers.
- Purchasing the system as part of the virtual consolidation project will allow us to share implementation and support costs and data between the three cities.

Staff Recommendation:

Staff recommends approval for additional funding of \$187,028.58 to the original approved project from the Technology Fund. \$150K is from existing CAD project dollars within the Technology Fund.

Staff recommends that Council approves the use of existing \$350,000 in IT reserve (Technology Fund) to fund the RMS project due to the urgency of replacing our 20+ year old RMS system. Prior to the start of upgrading the existing CAD, staff will bring funding recommendation/request to Council for consideration and approval. Staff requests approval for a one-time additional budget of \$27,505.15 from the Technology Fund.

Purpose

Replace outdated existing RMS and complete the last phase of the virtual consolidation project between the three cities of Los Altos, Mountain View and Palo Alto.

Background

In 2012, the City Council authorized CIP funding of \$1,000,000 for the joint CAD and RMS project between the three Cities of Los Altos, Mountain View, and Palo Alto. In March of 2014, the three cities went live with the Hexagon CAD system. In October 2014, we started the second phase of the CIP and began our efforts in implementing the Hexagon WebRMS product. After several years, the three cities concluded that the system will not be able to deliver and meet the needs of our three agencies. The three cities terminated the contract with Hexagon and their WebRMS product in March 2019. The total cost to terminate the contract was \$150,000 and Los Altos' portion was \$37,000.

In July 2019, the City of Los Altos issued a Request for Proposals (RFP) for all three cities for a new RMS. A committee consisting of employees at all levels and positions within the three city police departments was created. The committee was tasked with identifying RMS companies, coordinating demonstrations, and conducting site visits to other agencies. The committee sought vendors with excellent reputations of customer service and support and that provided a proven superior product.

In November 2019, in response to the published RFP, five companies submitted proposals. Staff assessed each proposal via an assessment point rating scale based on system costs, compliance to interface needs and essential functions as defined in the RFP, completeness of proposal, level of



Subject: Police Records Management System (RMS)

service, general experience, qualifications, and years of experience. The committee also assessed the financial stability, resources of the proposer, proof of successful implementation in similar projects, sample timeliness based on prior project experience, responsiveness the proposer commits to the committee, economic feasibility and justification of all project costs, and proposer's willingness and ability to negotiate a contract acceptable to the committee's city councils. Sun Ridge Systems, Inc. (RIMS) was the only vendor that passed all categories and was recommended by the selection committee as the preferred solution. The cities of Los Altos, Palo Alto, and Mountain View's executives and legal counsel have approved the content of the agreement.

Total joint system cost is \$1,440,054.00. The City's portion, based on the proposed cost-sharing formula between the Cities of Los Altos, Palo Alto, and Mountain View is \$342,505.15. Maintenance for the first year is included in the implementation price. Years 2-5 will be 37,490.89 annually and funds will be requested as part of the police department's operational budget. The original CIP 00923 totaled \$1,000,000 for the joint CAD and RMS project in 2012. \$190,476.42 was encumbered. In June 2020, \$100,000 of the Information Technology funds were set aside for RMS and \$250,000 was set aside for a CAD upgrade. The \$250,000 approved for the CAD upgrade will be shifted to complete the RMS project.

Discussion/Analysis

Our current RMS system was implemented in 1999 and is outdated. The current system does not allow for us to do automated in-field reporting or paperless reporting. This is the final phase of the virtual consolidation between the three cities. We currently share our 9-1-1 phone equipment and CAD.

Options

- 1) Purchase the SunRidge Records Management System

Advantages:

The three cities will have a modern records management system capable of sharing data.

Disadvantages:

None

- 2) Continue with the current RMS system.

Advantages:

None



Subject: Police Records Management System (RMS)

Disadvantages:

Our current system has been acquired by another company. The new company will not be providing any future updates and the system does not comply with federal mandated crime statistical reporting requirements (NBIRS).

Recommendation:

The staff recommends Option 1.

RMS Initial Cost

(For RMS-FBR Related Costs Only - Excludes Stanford University Community)

\$1,191,840.00

	Los Altos	Mountain View	Palo Alto	
50% Equally Shared	16.67% \$198,640.00	16.67% \$198,640.00	16.67% \$198,640.00	
50% Based on Population	8.454% \$100,758.15	23.087% \$275,160.10	18.459% \$220,001.75	
Agency totals	\$299,398.15	\$473,800.10	\$418,641.74	\$1,191,840.00
	25.12%	39.75%	35.13%	
PA specific (includes RIMS CAD)			\$202,607.00	
MV specific (Laserfische link)		\$2,500.00		
LA specific (Data Conversion)	\$43,107.00			
	\$342,505.15	\$476,300.10	\$621,248.74	\$1,440,054.00

Annual Support (For RMS-FBR Related Costs Only Support Annually - Excludes Stanford University Community)

	Los Altos		Mountain View		Palo Alto		
Annual Support	\$153,144.00						
50% Equally Shared	16.67%	\$25,524.00	16.67%	\$25,524.00	16.67%	\$25,524.00	
50% Based on Population	8.454%	\$12,947	23.087%	\$35,356.36	18.459%	\$28,268.85	
Agency totals		\$38,470.79		\$60,880.36		\$53,792.85	\$153,144.00
		25.12%		39.75%		35.13%	
PA specific CAD		\$37,490.89		\$59,329.44		\$76,292.85	

SUN RIDGE SYSTEMS, INC. SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement (this "Agreement") is executed in counterparts as of November 9, 2020, between Sun Ridge Systems, Inc., a California corporation ("Sun Ridge"), and the City of Los Altos, a municipal corporation; the City of Mountain View, a California charter city and municipal corporation; and the City of Palo Alto, a California charter city (collectively referred to herein as the "City," or sometimes as the "Cities"), located c/o the City of Los Altos Police Department at 1 N. San Antonio Road, Los Altos, CA 94022.

Section 1. Agreement. That for and in consideration of payments and agreements hereinafter mentioned to be made and performed by the City, and under the conditions set forth in this Agreement, Sun Ridge agrees to provide computer software ("Software") and services ("Services") to the City as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. The Software support and maintenance services to be provided by Sun Ridge as part of the Services are more specifically described in Exhibit C attached hereto and incorporated herein ("Software Support Services Agreement").

Section 2. City Project Manager. Sun Ridge shall work under the general direction of Judy Maloney, Los Altos Police Services Manager (the "City Project Manager"), in fulfilling this Agreement. Notwithstanding the foregoing and provisions for giving notices as set forth in Section 13e below, Sun Ridge and the Cities acknowledge and agree that Sun Ridge will communicate directly with personnel of one or more of the Cities from time to time to address issues that may be specific to a particular city's as deemed necessary in connection with the installation and testing of the Software ("Project-Level Communications").

Section 3. Scope of Work. The project that is the subject of this Agreement shall consist of the delivery by Sun Ridge to the City of the Software and Services (the "Project") described in Exhibit A.

Section 4. Payment Schedule. In consideration for the Software and Services to be provided by Sun Ridge under this Agreement, the City agrees to pay Sun Ridge the Total Contract Amount ("Contract Amount") given in Exhibit B according to the following schedule ("Payment Schedule"):

<u>Milestone</u>	<u>Amount of Payment</u>
Contract Signing	25% of Contract Amount
Software Installation Complete	25% of Contract Amount
Training Complete	25% of Contract Amount
Final Acceptance	25% of Contract Amount

The City shall not be entitled to withhold or delay payments due to Sun Ridge pursuant to the above Payment Schedule due to delay in the delivery, installation, or testing of Software items described in Exhibit A where the delay is the result of action or inaction or breach of this Agreement by the City, its agents or employees or the action or inaction of a third party which is not within Sun Ridge's reasonable control. Notwithstanding the foregoing, no payment shall be due from the City if Sun Ridge has not performed to the City's reasonable satisfaction or is otherwise in default hereunder; provided, however, that payment shall be due promptly upon Sun Ridge's cure of such default to the City's reasonable satisfaction.

Section 5. Invoices. Invoices shall be sent to:

Mountain View Police Department

ATTN: Jennifer Copeland, Support Services Manager
1000 Villa Street
Mountain View, CA 94041

Upon receipt of the invoice, the City shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the payment conditions have been fulfilled, the invoice shall be processed and paid by the City within thirty (30) days after the City's receipt thereof.

In addition to any other amounts for which City is liable under this Agreement, City agrees to pay to Sun Ridge a late charge equal to one percent (1%) of the amount due if City fails to pay Sun Ridge any amount that is due and owing pursuant to this Agreement within sixty (60) days after City's receipt of an invoice from Sun Ridge. In addition, any invoiced amounts that are due and owing under this Agreement which City fails to pay to Sun Ridge within ninety (90) days after City's receipt of an invoice from Sun Ridge shall thereafter bear simple interest at the rate of ten percent (10%) per annum or the highest interest rate allowed by applicable law, whichever is less.

Section 6. Term of Agreement. Unless terminated earlier in accordance with the provisions of this Agreement or applicable law, the term of this Agreement ("Term") shall be from the date shown on the first page of this Agreement through completion of the Project. Completion of the Project means the installation by Sun Ridge of all of the Software to the City's reasonable satisfaction, the completion by Sun Ridge of all training and other Services to the City's reasonable satisfaction, and the payment by the City to Sun Ridge of the entire Contract Amount. The Project schedule is to be separately generated and agreed to between the parties. Notwithstanding the foregoing, (i) the License described in Section 9 below will remain in effect until it is terminated pursuant to Section 9, (ii) the obligations set forth in Section 10(a) shall survive this Agreement, and (iii) the Software Support Services Agreement attached as Exhibit C hereto shall remain in effect until it is terminated pursuant to its terms.

Section 7. Warranty/Disclaimer of Liability.

a. Sun Ridge warrants that upon delivery the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. The City's sole and exclusive remedy for breach of this warranty will be repair or replacement of the Software. Sun Ridge will make reasonable efforts to correct errors in the Software but does not warrant that the Software is error-free or will perform without interruption. The City has relied solely upon its own investigation and judgment in selecting the Software and not upon any representations or promises of Sun Ridge except as may be expressly stated in this Agreement.

b. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES PERTAINING TO THE SOFTWARE, EXPRESS OR IMPLIED, AND SUN RIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR LOST BUSINESS, DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE OR ANY OTHER PART OF THE PRODUCT. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE CITY FOR THE PRODUCT.

Section 8. Final Acceptance. For thirty (30) days from the beginning of Agency's Operational Use of the Software or forty (40) days after the completion of installation and training by Sun Ridge, whichever comes first (the "Initial Test Period"), the City shall test the system for defects and anomalies. For purposes of this Agreement, "Operational Use" means the use of the Software in the course of any one of the Cities' daily business activities. The City shall thereafter accept or reject the Software as follows:

a. If, at the end of the Initial Test Period, the City determines that the Software is performing to the City's satisfaction, then a notice of final acceptance of the Software ("Final Acceptance") and authorization of final payment to Sun Ridge will be processed by the City. If the City fails to provide written Final Acceptance prior to the termination of the Initial Test Period, the Software shall nonetheless be deemed accepted by the City unless prior to the termination of the Initial Test Period the City notifies Sun Ridge in writing of, (i) any remaining problems with the Software, or (ii) the City's decision not to accept the Software (in which case the parties shall proceed as described in Section 8.b.ii below). Upon Final Acceptance or deemed acceptance of the Software by the City, the parties shall proceed as described in Section 8.b.i below. However, if during the Initial Test Period it is determined that the Software is not performing satisfactorily, then the City shall identify problems in writing to Sun Ridge no later than the last day of the Initial Test Period, and shall work with Sun Ridge for the next forty-five (45) days to resolve those problems (the "Second Test Period").

b. At the end of the Second Test Period, one of the following shall occur as applicable:

i. If the City determines that the Software is performing to its satisfaction, it shall immediately provide written Final Acceptance of the Software and, upon receipt of a valid invoice, shall process and pay the Final Acceptance milestone payment. Any remaining issues with the Software shall be covered as part of the original cost of the system and handled as maintenance items under the Software Support Services Agreement attached hereto as Exhibit C.

ii. If the City decides not to accept the Software, then it must so notify Sun Ridge within five (5) business days of the end of the Second Test Period. This Agreement shall be terminated (except as to the obligations of Section 10(a) and all other provisions of this Agreement that expressly survive its termination), as of the date of such notice and all payments already made by the City to Sun Ridge, less the reasonable cost of project management, installation, data conversion, and training services provided up to the date of termination, shall be returned to the City within thirty (30) calendar days, and the City immediately shall cease to use the Software and erase all copies thereof.

iii. If the City fails to provide written Final Acceptance or to notify Sun Ridge that it will not accept the Software, then the Software shall be deemed accepted by the City, and the City shall proceed as described in Section 8.b.i above as if written Final Acceptance had been given.

Section 9. Software License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Sun Ridge grants to the City a nonexclusive and non-transferable license, effective upon the City's Final Acceptance of the Software pursuant to Section 8 above, to use the Software in connection with the City's normal and customary daily operations substantially as they exist as of the date of commencement of the Term as described below (the "License"). The City shall acquire no ownership or other rights in or to the Software except for the License granted hereunder, and title to the Software shall at all times remain with Sun Ridge.

a. The following additional terms, conditions and limitations apply to the License:

i. The City may use the Software on all computers in the City's possession and control, or in any other agencies' possession and control if explicitly agreed to in writing by Sun Ridge;

ii. The City may make a copy of the Software for backup or modification purposes only in support of the City's authorized use of the Software hereunder as Sun Ridge has expressly authorized;

iii. No one using the Software, and no one for whose benefit the Software is being used, shall sublicense, resell, distribute, market, provide or otherwise make available the Software or any part or copies thereof to any third party;

iv. The City shall not transfer, use, or export the Software in violation of any applicable laws, rules, or regulations of any government or governmental agency;

v. The City and its employees and agents shall not cause the use of the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component;

vi. The City shall not embed the Software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of Sun Ridge;

vii. The License granted under this Agreement shall apply only to the object code for the Software. No one using the Software, and no one for whose benefit the Software is being used, shall have the right to use or have access to the source code for the Software, and neither the City nor anyone using the Software pursuant to this License will modify, change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software; and

viii. The City acknowledges that the Software and the Documentation (as defined below) constitute trade secrets of Sun Ridge. The City agrees to maintain the confidentiality of the Software and the Documentation, and shall take commercially reasonable steps to preserve that confidentiality pursuant to Section 12 of this Agreement.

b. The term of the License shall commence upon Final Acceptance or deemed acceptance of the Software by the City, and shall continue until the License is terminated as provided below (provided, however, that the City's use and testing of the Software prior to Final Acceptance or deemed acceptance of the Software in accordance with this Agreement shall not constitute unlicensed use of the Software):

i. Sun Ridge may immediately terminate the License in the event of any failure by the City to comply with the terms or conditions of this Agreement by giving written notice of such termination to the City. In the event the City has leased the Software from Sun Ridge, the License will terminate automatically upon termination of the lease. Upon such termination, the City shall immediately cease further use of the Software and will cause all copies of the Software to be destroyed or returned to Sun Ridge.

damage personal injury; coverage includes products and completed operations. Said insurance shall provide (1) that the City, its officers, and employees shall be included as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and non-contributory.

iii. Automobile Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement business automobile liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Said insurance shall provide that the policy shall operate as primary insurance, and shall be non-contributory.

iv. Certificates of Insurance. Sun Ridge shall file with City upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City prior to the effective date of such cancellation, or change in coverage.

Section 11. Termination Rights. This Agreement may be terminated as set forth in Section 8 or 9 or in Section 7 of Exhibit C, as applicable. Upon Termination, each party will return, delete, or destroy any copies, whether tangible or electronic, of Confidential Information obtained from the other party pursuant to this Agreement, including but not limited to any Documentation and any Confidential Information stored on any equipment that may be returned, and certify to the other party in writing within five (5) business days of the termination date that it has done so.

Section 12. Confidential Information. "Confidential Information" means any and all confidential information of a party to this Agreement that is not generally known to or by members of the public, including but not limited to businesses that compete with such a party, including the Software source code, the Documentation pertaining thereto, any data or information stored or managed by the City using the Software, and any other information clearly identified in writing by either party as a trade secret pursuant to the Uniform Trade Secrets Act, Civil Code Section 3426, et seq. Confidential Information shall not include information that is now or becomes part of the public domain, is required by applicable law (including the California Public Records Act) to be disclosed, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of Confidential Information, or is lawfully obtained from a third party. "Documentation" means those visually readable materials, developed by or for Sun Ridge and clearly identified by Sun Ridge to the City in writing as confidential, for use in connection with the Software, in either written or electronic form.

Each party agrees to protect the other party's Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a "need to know" basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality.

If a party or any party acting on its behalf is required to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law (including the California Public Records Act), rule or regulation, or by applicable regulatory or professional standards to produce Confidential Information, that party shall promptly (and prior to such disclosure) notify the other party in writing of such demand or requirement whereupon the parties shall cooperate and take all reasonable acts (without significant cost or expense to the notifying party) to exhaust the legal avenues available to maintain the confidentiality of such Confidential Information, unless the party whose Confidential Information is at issue consents to the production and disclosure of such Confidential Information. In all events, only that portion of the Confidential Information specifically requested by the tribunal or person compelling such disclosure shall be provided and no interpretation or analysis of such

data prepared for the purpose of such disclosure shall be disclosed unless approved the party whose Confidential Information is at issue or required by law. To the extent that the City withholds any of Sun Ridge's Confidential Information that is responsive to a request for records pursuant to the California Public Records Act, unless Sun Ridge specifically authorizes the City in writing to disclose such Confidential Information, Sun Ridge shall indemnify and defend the City (with counsel reasonably acceptable to the City) in any action or proceeding to compel disclosure, including, without limitation, for costs of suit, attorneys' fees, and other litigation expenses reasonably incurred by the City.

Section 13. General Terms.

a. Governing Law. This Agreement will be construed by and enforced in accordance with the laws of the state of California.

b. Arbitration. If a dispute arises from or related to this Agreement or the breach of this Agreement and if such dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation to be held in Sacramento, California, under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this Agreement, or breach of this Agreement, shall be settled in arbitration to be held in Sacramento, California. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association, and the parties shall be allowed discovery in accordance with California Code of Civil Procedure Sections 94 and 95, as though the arbitration were a limited civil proceeding, and with all references to the "court" therein construed to refer to the arbitrator. If Sun Ridge and the City cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of Sun Ridge and the City (or, if a party fails to make a choice, by the American Arbitration Association on behalf of such party) and the two arbitrators so chosen will select one additional arbitrator. The decision of the single arbitrator jointly selected by Sun Ridge and the City, or, if three arbitrators are selected, the decision of any two of them will be final and binding on the parties and the judgment of a court of competent jurisdiction may be entered on such decision. The prevailing party shall be entitled to recover reasonable fees and expenses resulting from any arbitration proceeding.

c. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions.

d. Assignment. Parties may not transfer, assign, or sublicense this Agreement, any license hereunder, or any of its rights or duties hereunder to any other person, site or corporation without the prior written consent of the other party. Any attempted transfer, assignment, or sublicense made without prior written consent shall be completely void.

e. Notice. Any notice requested or permitted to be given hereunder shall be sent prepaid, certified mail, return receipt requested, and shall be deemed to have been given on the third (3rd) business day after mailing to the other party as follows: to the City Project Manager at the address indicated in the initial paragraph of this Agreement or to Facsimile No. (650) 947-2704; to Sun Ridge Systems at P.O. Box 5071, El Dorado Hills, CA 95762, Facsimile No. (530) 672-2385. Notices may be given by facsimile transmission to such number as may be specified by the party for such purpose and shall be deemed to have been given when transmitted to such number with confirmation of a successful transmission. For purposes of this Agreement (including the attached Support Services Agreement), notices or communications relating to approvals, disapprovals, Final Acceptance, non-acceptance, termination, and all other types of notices or communications during or relating to installation, testing and use of the Software (other than Project-Level Communications), to or from the Cities, or any of them, shall only be given by

SUN RIDGE SYSTEMS, INC.

City of Los Altos, a California municipal corporation

By:

Anthony B. Richards
Its: President

By:

Its:

Approved as to form by:

City Attorney

City of Palo Alto, a California charter city

City of Mountain View, a California charter city and municipal corporation

By:

Its:

By:

Its:

Approved as to form by:

Approved as to form by:

City Attorney

City Attorney

Exhibit A Scope of Work

Section 1 – Software Licenses

The Cities have purchased licenses for the following RIMS software applications:

- RIMS Computer Aided Dispatch Software (Palo Alto only)
- RIMS Records Management Software
- RIMS Mobile Computer Software
- RIMS In-Station Mapping Software
- RIMS Property Room Bar Coding Software
- Citizen RIMS Public Access Software
- iRIMS Law Mobile App Software
- RIMS Officer Training Management Software
- RIMS CA-IBRS Reporting Software
- RIMS Collaborate Data Sharing Software

The Cities have purchased licenses for the following RIMS interfaces.

- RIMS State (CLETS) Link Software
- RIMS e-Citation Link Software
- RIMS CopLogic Link Software
- RIMS Laserfiche Link Software (Mountain View only)
- RIMS Hexagon CAD Link Software
- RIMS - Additional CAD Transfer Software (Palo Alto only)
- RIMS Crossroads Collision Export Software
- RIMS Dataworks Link Software

Section 2 - Project Schedule. Upon execution of the Agreement, Sun Ridge and the Cities shall define a mutually agreed on project schedule by task. Sun Ridge and the Cities will do their best to meet task completion dates; however, the schedule is flexible and subject to mutually agreed to changes.

Section 3 – Hardware. Sun Ridge shall provide three (3) Worth Data Bar Code scanning units.

Section 4 - Installation. Sun Ridge shall instruct Cities IT on how to install the RIMS client (in-station and mobile) software as well as other RIMS products on Cities provided workstations.

Section 5 – Configuration. Sun Ridge shall provide the following sessions to the Cities' designated RIMS Administrators:

Initial Setup: Consists of two (2) sessions, not to exceed four (4) hours per session instruction on the preliminary configuration of RIMS. Initial Setup is conducted over the phone and via remote access to the Cities' RIMS via remote access. The Cities will be given specific assignments to be completed at the conclusion of the sessions.

RIMS Configuration and Setup: Consists of two (2) contiguous days onsite. This session continues the system setup that was started with the Initial Setup sessions. The RIMS Administrators will be instructed on how to configure RIMS to most closely meet the desired operational procedures of the Cities. In some cases, the RIMS Administrators may find that modifying existing procedures may be desired in order to take full advantage of RIMS functionality. The RIMS Administrators will additionally be instructed/assisted in setting up the

remaining tables and values needed for the modules the Cities are sharing. Discussions will include:

- Customization of drop-down menu choices for 200+ fields
- The Cities' records management operational decisions
- Paper flow vs paperless vs less paper for records
- Selection of case format type
- Review of data conversion processes and implementation, including reviewing data and starting data translations if converted data is available at the time the session is scheduled.

Section 6 - Data Conversion. (Los Altos PD Only). The services listed in the price chart include converting data only from your existing records management system. Converting any other data, including data from third party products, is not included. You are responsible for extracting that data and providing it to us for conversion. Once we receive the extracted data, we will evaluate it to determine which items may be converted into RIMS. As part of our standard data conversion, we attempt to convert the following items. In some instances, not all data may be available or suitable for conversion.

- **People:** Including person name, DOB, contact info, description, ID#'s, officer safety notifications, log entries for connections to cases, for citations and for field contacts
- **Arrest:** Arrestee, date, time, charges, counts, offense level, disposition, booked/cited out
- **Vehicles:** License, state, year, color, type, log entries for connections to case and for field contacts
- **Cases:** Location, date report and data occurred, classification/type, offenses, case disposition and date of disposition, persons, vehicles, narratives, and supplements
- **Property in cases:** category, article, status, description, brand, model, item #, property code, locations, value-stolen, recovered, damaged and officer.
- **Premises:** Common place name, address, contact person, contact phone number, alarm
- **Streets:** (if electronic street file is available), street name, intersections with block ranges
- **Officers:** Name, ID
- **Users:** Name, ID

CAD and Property Room data will not be converted.

This also includes 2-days of onsite conversion review with a Sun Ridge trainer.

Section 7 - Map Engineering Services. Sun Ridge will provide map engineering services assuming an ESRI-based map source file.

In-Station Mapping Software. The Cities shall provide the ESRI ArcView maps source data file. Sun Ridge will load the Cities supplied ESRI-based maps into RIMS. Sun Ridge is NOT responsible for the accuracy of the Cities' map source. The Cities are responsible for licensing cost for ESRI ArcView. The Cities will need one copy of ArcView GIS v10.1 (or later) that can

be used for the first position, and then a copy of ArcGIS 10.1 (or later) Runtime Engine for each additional in-station unit that will use RIMS Mapping.

Section 8 - Integration. Sun Ridge shall provide RIMS sided interfaces for all third-party software applications listed above. The Cities must coordinate with third-party vendors to complete and test each interface.

Section 9 - Training. Sun Ridge is providing a combination of “end user” and “train the trainer” training all of which shall be conducted on-site at a City provided location(s). Training days are contiguous, including weekends. Class times are 0800 to no later than 1700. Sun Ridge will provide a training plan at least 30 days prior to the first training session.

End User Training

Training Description	Number of Days	Number of Students	Max Per Class
CAD Configuration (PAPD only)	1.5 Days (1 session)	TBD	5
CAD Navigation (PAPD Only)	1.5 Days (1 session)	1 student/workstation	10
System Admin/Follow-Up	1 Day (1 session)	1 student/workstation	10
System Maintenance Training	.5 Day (1 session)	1 student per workstation	10

Train the Trainer

Training Description	Number of Days	Number of Students	Max Per Class
Officers/Field Reporting	3 Days (1 session)	2 students/workstation	20
Records*	1 Day (1 session)	1 student/workstation	10
Property Room*	1 Day (1 session)	1 student/workstation	10
Officer Training Management*	1 Day (1 session)	1 student per workstation	10
Post Go-Live Refresher	3 Days (1 session)	TBD	TBD

*Must Attend Day 1 of Officer/Field Reporting Training

If the Cities determine that additional training sessions/classes are requested, regardless of reason, additional costs will apply and the project schedule will be revised accordingly to accommodate the requested training.

Section 10 - Go Live Support. Four (4) Sun Ridge staff will be on site for Day 1 of Go Live and three (3) staff onsite the day after Go Live to answer questions and to address any system problems.

Section 11 - The Cities' Responsibilities. The Cities are responsible for the following:

- Installation of all remaining client workstations
- Installation of all remaining mobile computers
- Coordinate and schedule resources of the Cities to include IT staff

- Identify RIMS Administrators from each police department
- Provide system and other third-party software including SQL, ERSI Licenses, Windows Server 2019+ (64 bit)
- Provide data communications infrastructure (network, wireless, internet, intranet)
- Coordinate testing of the CLETS Message Switch
- Complete, submit and gain approval of updated DOJ CLETS application
- Contact third party vendors (E911 provider, DOJ and any other necessary third-parties) and coordinate their schedules and costs they may charge the Cities to provide their portion of the interface to RIMS.
- Provide Geofile (aka “street file”) source and build-out
- Ensure accuracy of the geofile
- Provide initial map source file
- Ensure accuracy of the map source
- Ensure all user-maintained configuration and data validation tables are completed prior to the start of training
- Provide training facilities, workstations and ensure access to RIMS training database from the training location
- Schedule the City staff into requisite classes
- Provide end user training schedule to Sun Ridge
- Provide training facilities, workstations and ensure access to RIMS training database from the training location
- Purchase a minimum of one (1) DYMO LabelWriter 450 Turbo Label Printer and minimum one (1) month supply of Dymo Labels # 30256 per City Property Room
- Provide all hardware, with the exception of Property Room bar code scanners. The Cities represent it has adequate dedicated space on an SQL database server (“Main”) and a second server (“Communications”) and that these servers meet the minimum requirements outlined below. Moreover, servers have network connectivity and appropriate security containing virus protection software and firewalls. The Cities will provide remote access to Sun Ridge using Sun Ridge’s Bomgar remote access software to allow Sun Ridge to meet its responsibilities under this Agreement.

Main Server		Communications Server
Minimum	Recommended	Minimum
Intel 2.0 GHZ	≥ i7, Xeon or AMD equivalent CPU	Intel 2.0 GHZ
≥ Windows 2012 Server +	Windows 2016 Server +	≥ Windows Server 2012+
8 GB Memory	32 GB Memory	16 GB Memory
3 x current system DB size	3 or more x current system DB size	≥ 100 GB Disk
≥ Microsoft SQL Server 2012+	Microsoft SQL Server 2019	

Monitor Resolution 1920x1080 or greater	Monitor Resolution 1920x1080 or greater	
--	--	--

The Cities further represents it has personal computers and mobile in-car computers that meet the minimum requirements outlined below:

Personal Computer Workstations		Mobile In-Car Computers
Minimum	Recommended	Minimum
Intel 2.0 GHZ	≥ Intel 2.0 GHZ	Intel 2.0 GHZ
≥ Windows 7+	Windows 10	≥ Windows 7+
4 GB Memory	8 GB Memory	8 GB Memory
Any Size Disk	Any Size Disk	Any Size Disk
1680x1050 monitor resolution 1920x1080 for dispatchers	1920x1080 monitor resolution	1280X1024 monitor resolution
		Wireless-based modem
		≥ 2 USB ports
		Internet Access (if using Google Maps)
		Optional <ul style="list-style-type: none"> • Touch screen • Magnetic Stripe Reader • Microphone for voice recognition • Fingerprint Reader

Exhibit B – Contract Amount

Items	Total
RIMS Records Management Software	\$366,400
RIMS Computer Aided Dispatch (Hexagon Transfer PAPD Only)	\$150,000
RIMS Mobile Computer Software	\$120,000
RIMS State Link Software (CLETS)	\$29,600
RIMS In Station Mapping Software	\$65,000
RIMS Mobile Mapping Software	\$0
RIMS Property Room Bar Coding Software	\$44,800
Citizen RIMS Public Access Software	\$22,960
iRIMS Law Mobile App Software	\$51,200
RIMS Officer Training Management Software	\$12,800
RIMS Collaborate Data Sharing Software	\$26,000
RIMS e-Citation Link Software	\$6,400
RIMS CopLogic Link Software	\$9,300
RIMS CopLink Link Software	\$0
RIMS Laserfiche Link Software (MVPD Only)	\$2,500
RIMS CA-IBRS Reporting Software	\$39,000
RIMS Tyler Warrants Link Software	\$0
RIMS CJIC-ISE Link Software	\$0
RIMS Hexagon CAD Link Software	\$25,000
RIMS - Additional CAD Transfer Software (PAPD Only)	\$12,000
RIMS Crossroad Collision Export Software	\$18,000
RIMS Dataworks Link Software	\$20,000
Installation and Training	\$176,377
Installation and Training CAD (PAPD Only)	\$18,107
Data Conversion – (LAPD RMS Only)	\$43,107
Bar Code Scanner (3 Units)	\$5,100
First Year Support	\$153,144
First Year Support (CAD - PAPD Only)	\$22,500
Sales Tax (9%)	\$459

Total Contract Amount**\$1,440,054**

Annual Support – Years 2 – 5* (Per Year)	\$153,144
Annual Support – Years 2 – 5 (CAD- PAPD Only)(Per Year)	\$ 22,500

*Price would be adjusted if Cities purchase additional modules during this time-period.



CONSENT CALENDAR

Agenda Item # 7

AGENDA REPORT SUMMARY

Meeting Date: November 24, 2020

Subject: Authorize the City Manager to execute the Subdivision Improvement Agreement and move to approve the Final Map for Tract Map #10544 425 First Street

Prepared by: Victor Chen, Senior Civil Engineer

Reviewed by: Jim Sandoval, Engineering Services Director

Approved by: Chris Jordan, City Manager

Attachment(s):

1. Tract Map #10544
2. Subdivision agreement

Initiated by:

425 First Street development

Previous Council Consideration:

June 25, 2019

Fiscal Impact:

None

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

None

Summary:

- Tentative map was approved on June 25, 2019
- Council to approve Tract Map #10544

Staff Recommendation:

Authorize the City Manager to execute the Subdivision Improvement Agreement and move to approve the Tract Map #10544 of 425 First Street

Reviewed By:

City Manager

CJ

City Attorney

JH

Finance Director

SE



Subject: Approve the Final Map for Tract Map #10544, 425 First Street

Purpose

Authorize the City Manager to execute the Subdivision Improvement Agreement and move to approve Tract Map #10544

Background

On June 25, 2019, Council approved the multi-family design review application and the associated Tentative Map for the new development at 425 First Street. The recommended action will finalize the tentative final map for the project.

A Tentative Map (AKA, Tentative Parcel Map or Tentative Tract Map) is a map showing the layout of a proposed Subdivision, including the general description of the associated infrastructure. The approved Tentative Map also sets conditions such as access, frontage, grading improvements, stormwater protection, and so forth which must be met before the final Parcel Map or Tract Map can be filed. An approved Tentative Map does not divide the property, rather it sets the conditions under which the division can occur. To actually divide the property one must file a Parcel Map or Tract Map.

The attached Tract Map is the instrument that actually divides the property. It must conform to and incorporate all of the Tentative Map conditions and must also comply with the standards for Parcel Maps or Tract Maps as set forth in the State Subdivision Map Act. It must also include plans describing the various improvements to the project site and to all other affected properties, including public roadways and public and private utilities.

Discussion/Analysis

Tract Map #10544 for the development at 425 First Street conforms to the Tentative Map approved on June 25, 2019. The map and survey have been checked and found satisfactory. All conditions of approval have been complied with and appropriate controls to ensure compliance have been established. All required fees and deposits have been received. The Tract Map is available in the Engineering Services Department office for inspection.

Options

- 1) Authorize the City Manager to execute the subdivision improvement agreement and move to approve Tract Map #10544

Advantages: Developer complies with the conditions of approval and can complete the building permit application



Subject: Approve the Final Map for Tract Map #10544, 425 First Street

Disadvantages: None

- 2) Do not authorize the City Manager to execute the subdivision improvement agreement and move to not approve Tract Map #10544

Advantages: None

Disadvantages: Developer will not be able to continue construction. Council must provide reasons for disapproval.

Recommendation

The staff recommends Option 1.

TRACT NO. 10544

FOR CONDOMINIUM PURPOSES
20 CONDOMINIUM UNITS
425 FIRST STREET

CONSISTING OF 2 SHEETS

BEING LOTS 17 AND 19 AS SHOWN ON THAT MAP ENTITLED
"MAP NO. 1 OF THE TOWN OF LOS ALTOS", FILED FOR RECORD
ON OCTOBER 25, 1907 IN BOOK L OF MAPS AT PAGE 99,
RECORDS OF SANTA CLARA COUNTY.

LYING ENTIRELY WITHIN
CITY OF LOS ALTOS, SANTA CLARA COUNTY, CALIFORNIA

DATE: JUNE 2020



OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP; AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY; AND WE HEREBY CONSENT TO THE MAKING AND RECORDING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

PUBLIC STREET EASEMENT AS SHOWN ON SHEET TWO AND DESIGNATED AS A S.E. THEREON.

PUBLIC ACCESS EASEMENT AS SHOWN ON SHEET TWO AND DESIGNATED AS P.A.E. THEREON.

PUBLIC UTILITY EASEMENT AS SHOWN ON SHEET TWO AND DESIGNATED AS P.U.E. THEREON.

AS OWNER:
425 FIRST LOS ALTOS, L.L.D. A CALIFORNIA LIMITED LIABILITY COMPANY

BY: [Signature]
NAME: JEFFREY A. WARMOTH
TITLE: MANAGER

BY: [Signature]
NAME: STEVE JOHNSON
TITLE: MANAGER

OWNER ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF California J.S.S.
COUNTY OF Santa Clara
ON 7/21 20 20 BEFORE ME, Loei Cole A NOTARY PUBLIC,

PERSONALLY APPEARED Jeffrey A. Warmoth WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

NOTARY'S SIGNATURE: [Signature]
PRINTED NAME: Loei Cole
COUNTY OF PRINCIPAL PLACE OF BUSINESS: Santa Clara
COMMISSION No.: 2289458
COMMISSION EXPIRATION DATE: 5/20/2023

OWNER ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF California J.S.S.
COUNTY OF Santa Clara
ON July 9 20 20 BEFORE ME, Marissa Bala Gutierrez A NOTARY PUBLIC,

PERSONALLY APPEARED Steve Johnson WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

NOTARY'S SIGNATURE: [Signature]
PRINTED NAME: Marissa Bala Gutierrez
COUNTY OF PRINCIPAL PLACE OF BUSINESS: Santa Clara
COMMISSION No.: 2290138
COMMISSION EXPIRATION DATE: 05/26/2023

SOILS/GEOTECHNICAL REPORT NOTE

A GEOTECHNICAL REPORT ENTITLED "PROPOSED MIXED-USE BUILDING 425 1ST STREET LOS ALTOS, CALIFORNIA" AND DATED NOVEMBER 29, 2018 WAS PREPARED BY SILICON VALLEY SOIL ENGINEERING. PROJECT NO. SV1847 AND SIGNED MEN VO, P.E. NO. 32296.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LOS ALTOS FIELDS, LLC, ON AUGUST 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; AND THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THEY WILL BE SET IN SUCH POSITIONS ON OR BEFORE DECEMBER 31, 2022; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: 6-29-2020

[Signature]
DAVIS THRESH
P.L.S. NO. 6868



CITY LAND SURVEYORS STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREON FINAL MAP AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: 7-21-20

[Signature]
SCOTT A. SHORTLIDGE, LS 6441
CITY OF LOS ALTOS, CALIFORNIA



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREON FINAL MAP OF TRACT NO. 10544; THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____

JAMES SANDOVAL RCE#55160
CITY OF LOS ALTOS, CALIFORNIA
REG. EXPIRES _____



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THIS MAP, DESIGNATED AS TRACT NO. 10544, CONSISTING OF TWO (2) SHEETS WAS APPROVED BY THE CITY COUNCIL OF LOS ALTOS, STATE OF CALIFORNIA, AT A DULY AUTHORIZED MEETING OF SAID CITY COUNCIL HELD ON THE _____ DAY OF _____, 2020 AND ACCEPTED ON BEHALF OF THE PUBLIC ALL EASEMENTS OFFERED FOR DEDICATION TO PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

JON MAGNOT, CITY CLERK
CITY OF LOS ALTOS, CALIFORNIA

DATE: _____

RECORDER'S STATEMENT

FILE NO. _____ FEE \$ _____ PAID _____
FILED IN BOOK _____ OF MAPS, AT PAGES _____
SANTA CLARA COUNTY RECORDS, THIS _____ DAY OF _____, 20____
AT _____ M., AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

REGINA ALCOMENDRAS, COUNTY RECORDER
SANTA CLARA COUNTY, CALIFORNIA

BY: _____
DEPUTY

TRACT NO. 10544

FOR CONDOMINIUM PURPOSES
 20 CONDOMINIUM UNITS
 425 FIRST STREET
 CONSISTING OF 2 SHEETS

BEING LOTS 17 AND 19 AS SHOWN ON THAT MAP ENTITLED
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 RECORDS OF SANTA CLARA COUNTY.

LYING ENTIRELY WITHIN
 CITY OF LOS ALTOS, SANTA CLARA COUNTY, CALIFORNIA

SCALE: 1" = 40'

DATE: JUNE 2020



ENGINEERS-SURVEYORS-PLANNERS
 1730 N. FIRST STREET, SUITE 600
 SAN JOSE, CALIFORNIA 95112

BASIS OF BEARINGS

THE BEARING NORTH 32°03'00" WEST BETWEEN FOUND
 IRON PIPE MONUMENTS, AS SHOWN ON THAT CERTAIN
 PARCEL MAP, FILED FOR RECORD ON FEBRUARY 14, 1980,
 IN BOOK 458 OF MAPS AT PAGES 51 AND 52, SANTA
 CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS OF
 BEARINGS FOR THIS SURVEY.

NOTES

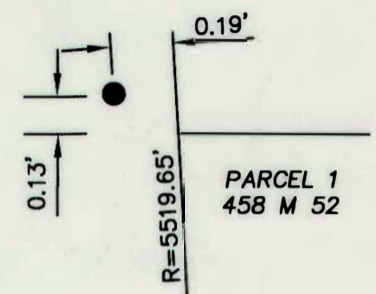
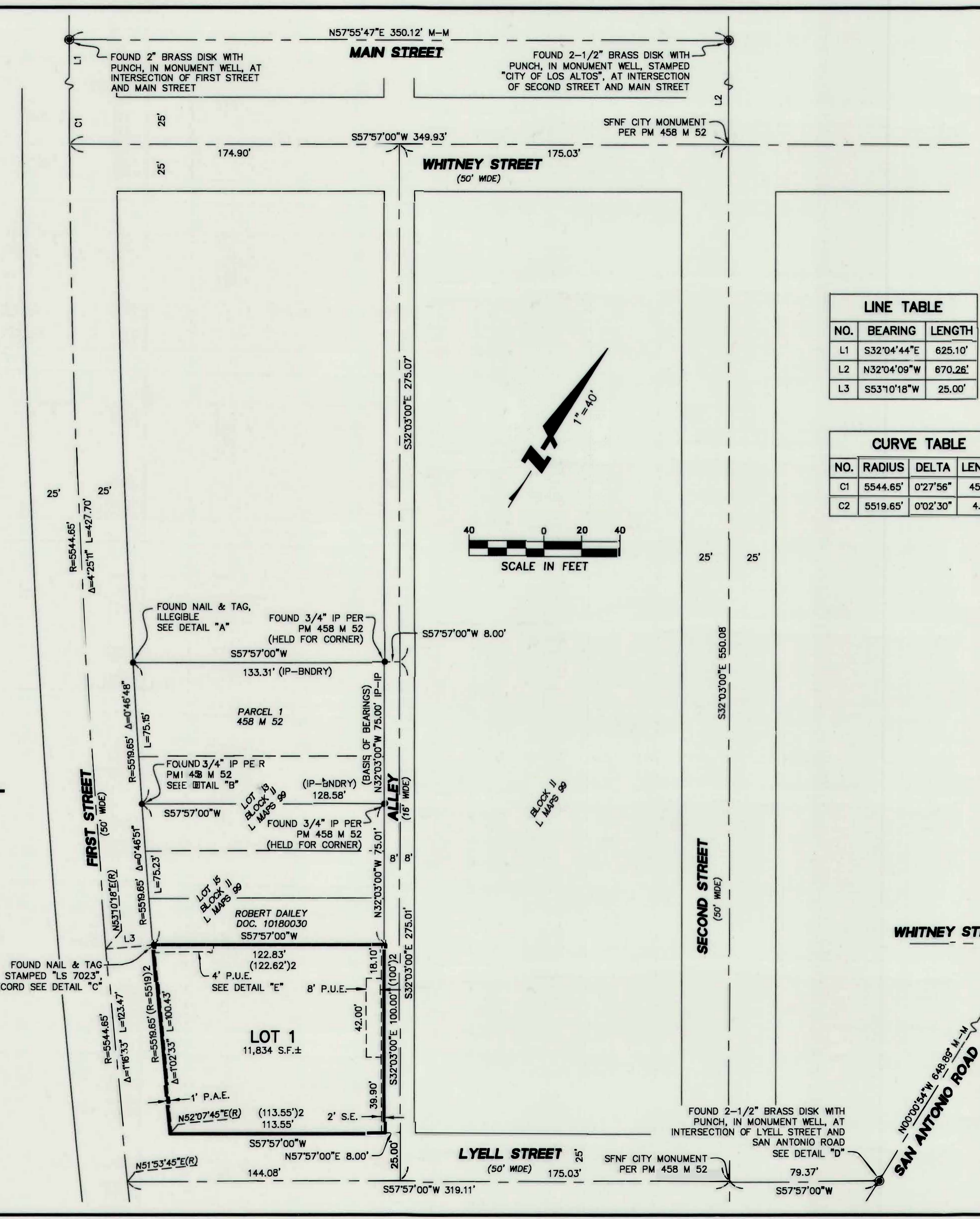
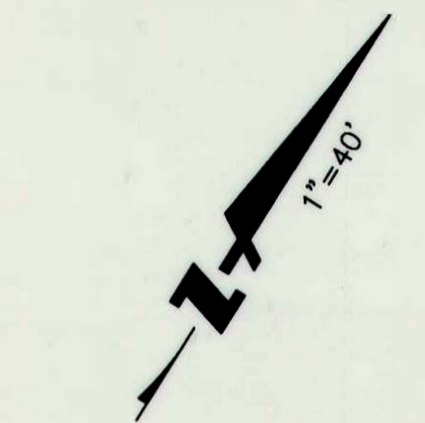
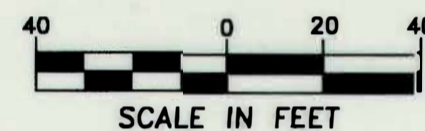
1. ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. ALL EASEMENT LINES WITHOUT BEARINGS ARE PARALLEL WITH AND/OR PERPENDICULAR TO THE BOUNDARY AND/OR LOT LINE

LEGEND

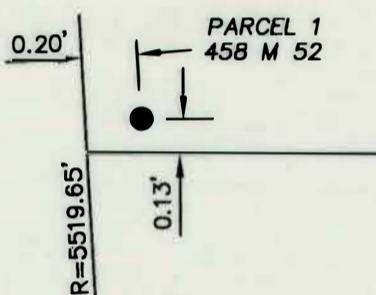
- FOUND MONUMENT, AS NOTED ON MAP
- FOUND IRON PIPE, UNLESS OTHERWISE NOTED ON MAP
- DISTINCTIVE PROPERTY LINE
- - - L MAPS 99 LOT LINES
- - - CENTER LINE
- - - EASEMENT LINE
- LOT LINE
- IP IRON PIPE
- P.A.E. PUBLIC ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- S.E. STREET EASEMENT
- S.F. SQUARE FEET
- SFNF SEARCHED FOR NOT FOUND
- M-M MONUMENT TO MONUMENT DISTANCE
- ()1 RECORD DATA PER PM 458 M 52
- ()2 RECORD DATA PER L MAPS 99

LINE TABLE		
NO.	BEARING	LENGTH
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L2	N32°04'09"W	670.26'
L3	S53°10'18"W	25.00'

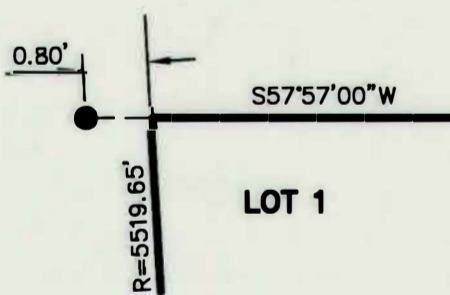
CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
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C2	5519.65'	0°02'30"	4.01'



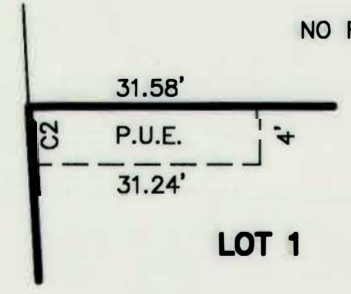
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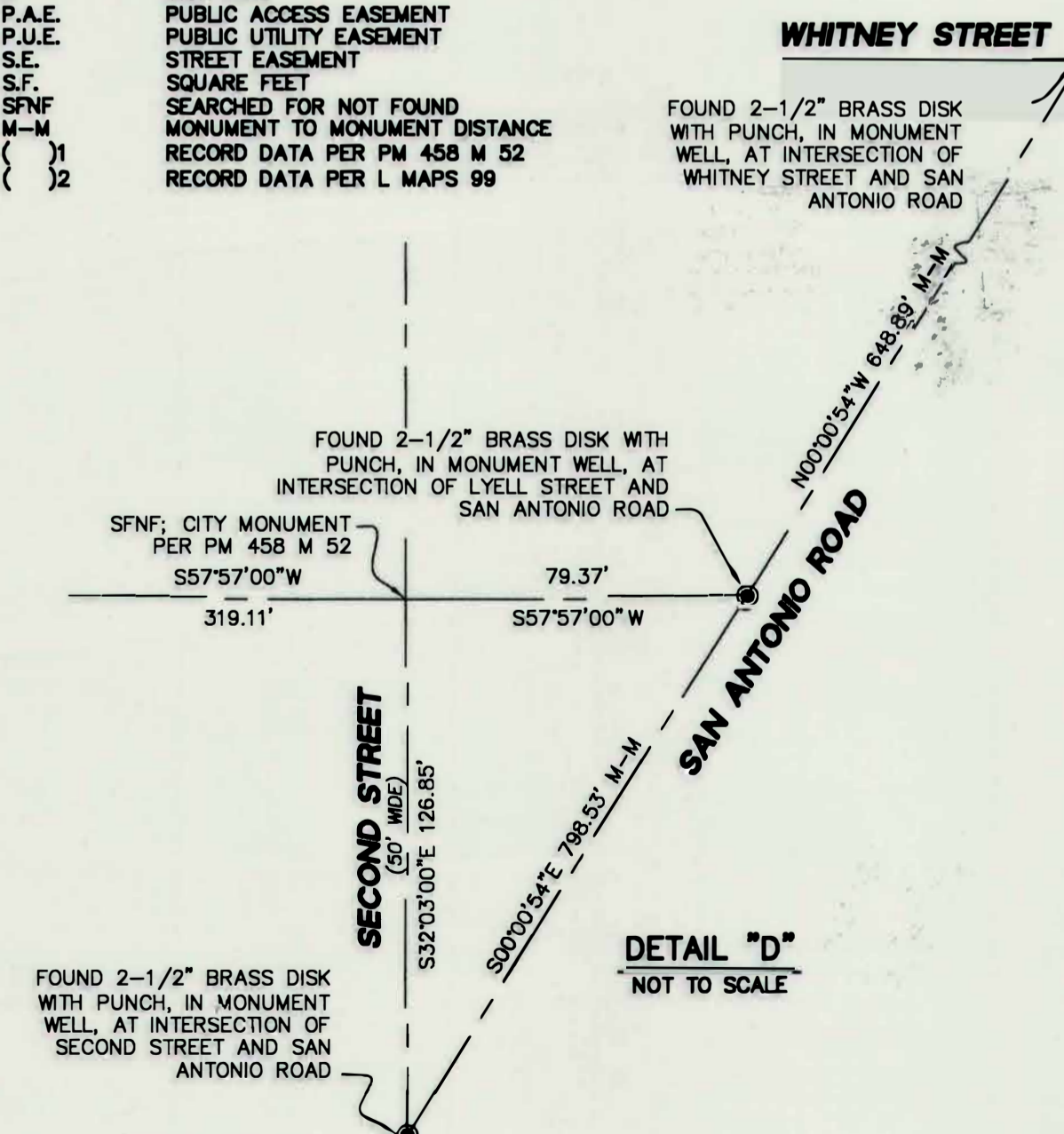
DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE



DETAIL "E"
NOT TO SCALE



DETAIL "D"
NOT TO SCALE

RECORDING REQUESTED BY:

City of Los Altos

WHEN RECORDED, MAIL TO:

City of Los Altos

City Clerk

1 North San Antonio Road

Los Altos, CA 94022

RECORD WITHOUT FEE UNDER
§§ 27383 & 27388.1 GOVERNMENT CODE

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Improvement Agreement No. 20##-##
PROJECT TITLE – Tract 10544
APN: 167-41-019
425 First Los Altos, LLC

SUBDIVISION IMPROVEMENT AGREEMENT

This Improvement Agreement (this “Agreement”) is made and entered into by and between the CITY OF Los Altos, a municipal corporation (hereinafter "City"), and 425 First Los Altos LLC("Developer"). City and Developer may be collectively referred to herein as the “parties.”

RECITALS

- A. In accordance with the Subdivision Map Act (California Government Code Sections 66410, *et seq.*), and the Subdivision Ordinance (Los Altos Municipal Code, Title 13), and the Street Ordinance (Los Altos Municipal Code, Title 9), the Developer has submitted to the City a Final Map (hereinafter “Final Map”) for the project known as 425 First Street (“Project”).
- B. The Project is geographically located within the boundaries of the Tentative Subdivision Map approved on June 25, 2019 by the [approval authority, e.g., City Council or Planning Commission] as (hereinafter “Tentative Map”). The Tentative Map is on file with the City Engineer, and is incorporated herein by reference.
- C. The City’s approval of the Tentative Map was subject to specified conditions of approval (hereinafter “Conditions”). The Conditions are attached hereto as **Exhibit A** and incorporated herein by reference.
- D. As required by the Conditions, the Tentative and Final Maps, and the other Project entitlements, Developer shall construct public improvements in connection with the Project including along First Street and Lyell Street, including but not limited to the following: installation of approximately 210 lineal feet of concrete vertical curb, installation of approximately 1,050 square feet of concrete sidewalk, installation of approximately 200 lineal feet of concrete vertical curb and gutter, installation of approximately 530 square feet of concrete paving at parking bays, installation of approximately 1,500 square feet of micro-surfacing treatment in the alley, installation of approximately 380 square feet of AC grind and overlay, installation of approximately 350 square feet of AC deep lift (12”), installation of three each curb ramps with truncated domes, installation of approximately 20 lineal feet of concrete channel with open grate, installation of two each street lights, installation of street signs, installation of landscaping and street trees, installation of striping and curb marking, and installation of all appurtenances associated with above listed improvements (collectively, the “Work”).

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. **PLANS AND SPECIFICATIONS.** The Work shall be designed and installed in accordance with City Standard Details and Specifications. The plans and specifications for the Work (the “Plans and Specifications”) shall be subject to the City Engineer’s review and approval as a condition of building permit issuance.
- 2. **SCOPE OF WORK.** The Developer shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions, to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Developer’s sole cost and expense. No change shall be made to the scope of Work unless authorized in writing by the City Engineer. The Work shall be completed within times set forth herein, and shall accepted by the City Engineer as set forth herein prior to final occupancy.

CITY OF LOS ALTOS – SUBDIVISION IMPROVEMENT AGREEMENT

3. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Developer shall, at the Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. The Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement. *WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DEVELOPER HEREBY AGREES TO BE BOUND BY THE LABOR CODE PROVISIONS ATTACHED HERETO AT **EXHIBIT C**.*
4. **DEVELOPER'S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent (hereinafter "Authorized Representative") on site with authority to act on behalf of the Developer. The Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. The Developer shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.
5. **IMPROVEMENT SECURITY.** The Developer shall furnish faithful performance and labor and material security concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work. The Developer shall furnish warranty security prior to the City's acceptance of the Work. The form of the security shall be as authorized by the Subdivision Map Act (including Government Code Sections 66499, *et seq.*) and Section 13.20.210 the Los Altos Municipal Code, and as set forth below:
 - 4(a). **Faithful Performance** security in the amount of \$95,653.00 (which amount is equal to the estimated cost to construct the Work in accordance with the Plans and Specifications) to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.
 - 4(b). **Labor and Material** security in the amount of \$47,826.50 (which amount is equal to fifty (50) percent of the estimated cost to construct the Work in accordance with the Plans and Specifications) to secure payment by the Developer to laborers and materialmen pursuant to Government Code Sections 66499.2, 66499.3, and 66499.4.
 - 4(c). **Warranty** security in the amount of \$9,565.30 (which amount is equal to ten (10) percent of the estimated cost to construct the Work in accordance with the Plans and Specifications) to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.
5. **BUSINESS TAX.** The Developer shall apply for and pay the business license tax for a business license, in accordance with Los Altos Municipal Code Chapter 4.04.
6. **INSURANCE.** Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer (including its agents, representatives, contractors, subcontractors, and employees) in connection with the performance of services under this Agreement. **Exhibit B** of this Agreement identifies the minimum insurance levels with which Developer shall comply; however, the minimum insurance levels shall not relieve Developer of any other performance responsibilities under this Agreement (including the indemnity requirements), and Developer may carry, at its own expense, any additional insurance it deems necessary or prudent. The general liability and automobile policies required under **Exhibit B** shall contain, or be endorsed to contain, provision for the City, its officers, officials, employees, agents and volunteers, to be covered as additional insureds as respects alleged

CITY OF LOS ALTOS – SUBDIVISION IMPROVEMENT AGREEMENT

liability arising out of activities performed by or on behalf of the Developer under this Agreement. Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any services, the Developer shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Developer shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.

7. **REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Developer shall immediately notify the City Risk Manager's office by telephone at 650-947-2609, and Developer shall promptly submit to the City's Risk Manager and the City Manager or designee, a written report (in a form acceptable to the City) with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of the damaged property), (b) name and address of witnesses, and (c) name and address of any potential insurance companies.
8. **INDEMNIFICATION.** Developer shall indemnify, hold harmless, and defend (with counsel reasonably acceptable to the City) the City and its elected officials, officers, agents and employees from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorneys' fees) resulting or arising from performance, or failure to perform, under this Agreement (with the exception of the gross negligence or willful misconduct of the City).
9. **TIME OF PERFORMANCE.** Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

9(a). Commencement of Work. No later than fifteen (15) days prior to the commencement of Work, the Developer shall provide written notice to the City Engineer of the date on which the Developer shall commence Work. The Developer shall not commence Work until after the notice required by this section is properly provided, and the Developer shall not commence Work prior to the date specified in the written notice.

9(b). Schedule of Work. Concurrently with the written notice of commencement of Work, the Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect the Developer's prosecution of the Work.

9(c). Completion of Work. The Developer shall complete all Work by no later than three hundred sixty-five (365) days after the City's execution of this Agreement.

10. **INSPECTION BY THE CITY.** In order to permit the City to inspect the Work, the Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation. Developer shall reimburse the City for the costs of the City Engineer's inspections of the Work, as required by Los Altos Municipal Code Section 13.20.190.

11. **DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall

CITY OF LOS ALTOS – SUBDIVISION IMPROVEMENT AGREEMENT

give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten (10) days of the notice. If: (a) the defaulting party fails to cure the default within ten (10) days of the notice, or, (b) if more than ten (10) days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten (10) days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

11(a). The Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:

11(a)(1). The Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

11(a)(2). The Developer abandons the Project site.

11(a)(3). The Developer fails to perform one or more requirements of this Agreement.

11(a)(4). The Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

11(a)(5). The Developer violates any legal requirement related to the Work.

11(b). In the event that the Developer fails to cure the default, the City may, in the discretion of the City Engineer, take any or all of the following actions:

11(b)(1). Cure the default and charge the Developer for the costs therefor, including administrative costs and interest in an amount equal to seven percent (7%) per annum from the date of default.

11(b)(2). Demand the Developer to complete performance of the Work.

11(b)(3). Demand the Developer's surety (if any) to complete performance of the Work.

- 12. ACCEPTANCE OF WORK.** Prior to acceptance of the Work by the City Engineer, the Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. Neither the final certificate of payment, nor any provision in this Agreement, nor partial or entire use or occupancy of the improvements by the City shall constitute an acceptance of the Work not done in accordance with this Agreement or relieve Developer of liability pursuant to Section 13, below. The Developer's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, the City Engineer has accepted the Work as complete, and the City Council has authorized the release of the security for faithful performance as described in Government Code Section 66499.7.
- 13. WARRANTY PERIOD.** The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one (1) year after acceptance of the Work by the City. In the event that (during the one (1) year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Developer under this Agreement, the Developer shall be in default.
- 14. RELATIONSHIP BETWEEN THE PARTIES.** Developer is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, contractors, or subcontractors, including any negligent acts or omissions. Developer is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

CITY OF LOS ALTOS – SUBDIVISION IMPROVEMENT AGREEMENT

15. **CONFLICTS OF INTEREST PROHIBITED.** Developer (including its employees, agents, contractors, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Developer maintains or acquires a conflicting interest, any contract with the City (including this Agreement) involving Developer’s conflicting interest may be terminated by the City.
16. **NONDISCRIMINATION.** Developer shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Developer shall not discriminate against any employee or applicant because of race, color, ancestry, ethnicity, religious creed, national origin, physical disability, mental disability, medical condition, marital or family status, sexual orientation, gender or gender identification, age (over 40), veteran status, or sex.
17. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt (or refusal) by a party, or (b) actual receipt (or refusal) at the address designated below, or (c) three (3) working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. Either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City

Attn: Andrea Chelemengos
1 N. San Antonio Road
Los Altos, CA 94022

To: Developer

Attn: Jeff Warmoth_
425 First Los Altos LLC
PO Box 1001
Los Altos, CA 94022

18. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
19. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties’ intent under this Agreement.
20. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara.
21. **ATTORNEYS’ FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney’s fees, costs, and expenses incurred.
22. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Developer’s duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent

CITY OF LOS ALTOS – SUBDIVISION IMPROVEMENT AGREEMENT

of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

23. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
24. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
25. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
26. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Work described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
27. **COVENANT RUNNING WITH THE LAND.** This Agreement is entered into as a condition of the Tentative Map, is an instrument affecting the title or possession of the real property, and is intended to run with the land. All the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of City, Developer, the successors in interest of Developer, their respective successors and permitted assigns, and all subsequent owners of a fee interest in the Property or of a beneficial interest substantially equivalent to a fee interest. The obligations of the Developer under this Agreement shall be the joint and several obligations of each and all of the parties comprising Developer, if Developer consists of more than one individual and/or entity. Upon the sale or division of the Property, the terms of this Agreement shall apply separately to each parcel and the fee owners of each parcel shall succeed to the obligations imposed on Developer by this Agreement.
28. **MISCELLANEOUS.** This Agreement may be executed in counterparts, each of which shall be deemed an original. There are no third-party intended beneficiaries of this Agreement. This Agreement represents the contributions of both parties, each of whom has had the opportunity to be represented by competent counsel, and the rule stated in Civil Code Section 1654 that ambiguities in a contract be construed against the drafter shall have no application hereto.
29. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Developer and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City and Developer do hereby agree to the full performance of the terms set forth herein.

CITY OF LOS ALTOS

LIMITED LIABILITY COMPANY
425 First Street, LLC,
a California Limited Liability Company

CITY OF LOS ALTOS – SUBDIVISION IMPROVEMENT AGREEMENT

By: _____

Its: Managing Member

By: [***INSERT ***]_____
Title: [***INSERT ***]_____
Date: [***INSERT ***]_____

Date: [***INSERT ***]_____

APPROVED AS TO FORM:

By: Jolie Houston
Title: City Attorney

CITY OF LOS ALTOS – SUBDIVISION IMPROVEMENT AGREEMENT

EXHIBIT A

CONDITIONS OF APPROVAL

GENERAL

1. Approved Plans

The project approval is based upon the plans dated April 16, 2019 and the support materials and technical reports, except as modified by these conditions.

2. Affordable Housing

The applicant shall offer the City three (3) below market rate units as follows:

- a. One (1) two-bedroom unit at the moderate income level for sale;
- b. One (1) one-bedroom unit at the moderate income level for sale; and
- c. One (1) studio unit at the low income level for sale.

3. Upper Story Lighting

Any exterior lighting above the ground floor of the building shall be shrouded and/or directed down to minimize glare.

4. Encroachment Permit

An encroachment permit and/or an excavation permit shall be obtained prior to any work done within the public right-of-way and it shall be in accordance with plans to be approved by the City Engineer.

5. Public Utilities

The applicant shall contact electric, gas, communication and water utility companies regarding the installation of new utility services to the site.

6. Americans with Disabilities Act

All improvements shall comply with Americans with Disabilities Act (ADA).

7. Municipal Regional Stormwater Permit

The project shall be in compliance with the City of Los Altos Municipal Regional Stormwater (MRP)NPDES Permit No. CA S612008, Order No. R2-2015-0049 dated November 19, 2015.

8. Sewer Lateral

Any proposed sewer lateral connection shall be approved by the City Engineer.

9. Transportation Permit

A Transportation Permit, per the requirements specified in California Vehicle Code Division 15, is required before any large equipment, materials or soil is transported or hauled to or from the construction site.

10. Indemnity and Hold Harmless

CITY OF LOS ALTOS – SUBDIVISION IMPROVEMENT AGREEMENT

The applicant/owner agrees to indemnify, defend, protect, and hold the City harmless from all costs and expenses, including attorney’s fees, incurred by the City or held to be the liability of the City in connection with the City’s defense of its actions in any proceedings brought in any State or Federal Court, challenging any of the City’s action with respect to the applicant’s project.

PRIOR TO SUBMITTAL OF BUILDING PERMIT

11. Green Building Standards

The applicant shall provide verification that the project will comply with the City’s Green Building Standards (Section 12.26 of the Municipal Code) from a qualified green building professional.

12. Property Address

The applicant shall provide an address signage plan as required by the Building Official.

13. Water Efficient Landscape Plan

Provide a landscape documentation package prepared by a licensed landscape professional showing how the project complies with the City’s Water Efficient Landscape Regulations.

14. Climate Action Plan Checklist

The applicant shall implement and incorporate the best management practices (BMPs) into the plans as specified in the Climate Action Compliance Memo prepared by Illingsworth & Rodin, Inc., dated October 4, 2018.

15. Pollution Prevention

The improvement plans shall include the “Blueprint for a Clean Bay” plan sheet in all plan submittals.

16. Storm Water Management Plan

The Applicant shall submit a Storm Water Management Plan (SWMP) in compliance with the MRP. The SWMP shall be reviewed and approved by a City approved third party consultant at the Applicant’s expense. The recommendations from the Storm Water Management Plan (SWMP) shall be shown on the building plans.

17. Noise Mitigation

The applicant shall implement and incorporate the noise mitigation measures into the plans as required by the report by Illingsworth & Rodin, Inc., dated August 16, 2018.

18. Electric Vehicle Charging Station Infrastructure

The building’s electrical service shall be designed to support the required load necessary for installation of electric vehicle charging stations in all parking spaces in the underground parking garage.

PRIOR TO FINAL MAP RECORDATION

CITY OF LOS ALTOS – SUBDIVISION IMPROVEMENT AGREEMENT

19. Covenants, Conditions and Restrictions

The applicant shall include the following provisions in the Covenants, Conditions and Restrictions (CC&Rs):

- a. Long-term maintenance and upkeep of the landscaping and street trees, as approved by the City, shall be a duty and responsibility of the property owners.
- b. Both parking spaces in a tandem space shall be owned by the same unit and cannot be owned or used by separate units.

20. Public Access Easement Dedication

The applicant shall dedicate public access easements for the purpose of providing vehicle and pedestrian access shall be dedicated as follows:

- a. An easement of two feet along the rear alley for use as a public right-of-way; and
- b. An easement of one-foot along the First Street frontage to allow for pedestrian access.

21. Public Utility Dedication

The applicant shall dedicate public utility easements as required by the utility companies to serve the site.

PRIOR TO ISSUANCE OF BUILDING PERMIT

22. Final Map Recordation

The applicant shall record the final map. Plats and legal descriptions of the final map shall be submitted for review by the City Land Surveyor. Applicant shall provide a sufficient fee retainer to cover the cost of the map review by the City.

23. Payment of Fees

The applicant shall pay all applicable fees, including but not limited to sanitary sewer connection and impact fees, parkland dedication in lieu fees, traffic impact fees, affordable housing impact fee, public art impact fee and map check fee plus deposit as required by the City of Los Altos Municipal Code.

24. Affordable Housing Agreement

The Applicant shall execute and record an Affordable Housing Agreement, in a form approved and signed by the Community Development Director and the City Attorney, that offers three (3) below market rate units, for a period of at least 55-years, as defined in Condition No. 2. The below market rate units shall be constructed concurrently with the market rate units, shall be provided at the location on the approved plans, and shall not be significantly distinguishable with regard to design, construction or materials.

25. Sidewalk Lights

The applicant shall replace the existing light fixture along First Street and install new light fixture(s) along First Street and Lyell Street as directed by the City Engineer.

26. Storm Water Filtration Systems

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The Applicant shall insure the design of all storm water filtration systems and devices are without standing water to avoid mosquito/insect infestation.

27. Cost Estimate and Performance Bonds

The applicant shall submit a cost estimate for the improvements in the public right-of-way and shall submit a 100 percent performance bond or cash deposit (to be held until acceptance of improvements) and a 50 percent labor and material bond (to be held 6 months after acceptance of improvements) for the work in the public right-of-way.

28. Grading and Drainage Plan

The Applicant shall submit on-site grading and drainage plans that include (i.e. drain swale, drain inlets, rough pad elevations, building envelopes, drip lines of major trees, elevations at property lines, all trees and screening to be saved) for approval by City Engineer. No grading or building pads are allowed within two-thirds of the drip line of trees unless authorized by a certified arborist and the Planning Department.

29. Sewage Capacity Study

The applicant shall submit calculations showing that the City's existing sewer line will not exceed two-thirds full due to the project's sewer loads. For any segment that is calculated to exceed two-thirds full for average daily flow or for any segment that the flow is surcharged in the main due to peak flow, the applicant shall replace the sewer line with a larger sewer line.

30. Construction Management Plan

The Applicant shall submit a construction management plan for review and approval by the Community Development Director and the City Engineer. The construction management plan shall address any construction activities affecting the public right-of-way, including but not limited to excavation, traffic control, truck routing, pedestrian protection, material storage, earth retention and construction vehicle parking. The plan shall provide specific details with regard to how construction vehicle parking will be managed to minimize impacts on nearby single-family neighborhoods. A Transportation Permit, per the requirements in California Vehicle Code Division 15, is required before any large equipment, materials or soil is transported or hauled to or from the site. Applicant shall pay the applicable fees before the transportation permit can be issued by the Traffic Engineer.

31. Solid Waste Ordinance Compliance

The Applicant shall be in compliance with the City's adopted Solid Waste Collection, Remove, Disposal, Processing & Recycling Ordinance (LAMC Chapter 6.12) which includes a mandatory requirement that all multi-family dwellings provide for recycling and organics collection programs.

32. Solid Waste and Recyclables Disposal Plan

The Applicant shall contact Mission Trail Waste Systems and submit a solid waste and recyclables disposal plan indicating the type, size and number of containers proposed, and the frequency of pick-up service subject to the approval of the Engineering Division. The Applicant shall also submit evidence that Mission Trail Waste Systems has reviewed and approved the size

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and location of the proposed trash enclosure. The enclosure shall be designed to prevent rainwater from mixing with the enclosure's contents and shall be drained into the City's sanitary sewer system. The enclosure's pad shall be designed to not drain outward, and the grade surrounding the enclosure designed to not drain into the enclosure. In addition, Applicant shall show on plans the proposed location of how the solid waste will be collected by the refusal company. Include the relevant garage clearance dimension and/or staging location with appropriate dimensioning on to plans.

PRIOR TO FINAL OCCUPANCY

33. Condominium Map

The applicant shall record the condominium map as required by the City Engineer.

34. Landscape and Irrigation Installation

All on- and off-site landscaping and irrigation shall be installed and approved by the Community Development Director and the City Engineer. Provide a landscape Certificate of Completion, signed by the project's landscape professional and property owner, verifying that the trees, landscaping and irrigation were installed per the approved landscape documentation package.

35. Signage and Lighting Installation

The applicant shall install all required signage and on-site lighting per the approved plan.

36. Green Building Verification

The applicant shall submit verification that the structure was built in compliance with the California Green Building Standards pursuant to Section 12.26 of the Municipal Code.

37. Acoustical Report

The applicant shall submit a report from an acoustical engineer ensuring that the rooftop mechanical equipment meets the City's noise regulations.

38. Public Alleyway

The Applicant shall improve the entire width of the alleyway along the rear of the project with the treatment approved by the City Engineer.

39. First Street Sidewalk Replacement

The Applicant shall remove and replace entire sidewalk and curb and gutter along the frontage of First Street and Lyell Street as shown on the approved plans and as directed by the City Engineer.

40. New ADA Ramps and Crosswalks

The applicant shall provide two new ADA ramps and crosswalk stripping per the City standards on First Street on the north side of the intersection with Lyell Street, on Lyell Street at the intersection with First Street and on the alley where it connects with Lyell Street.

41. Public Infrastructure Repairs

The Applicant shall repair any damaged right-of-way infrastructures and otherwise displaced curb, gutter and/or sidewalks and City's storm drain inlet shall be removed and replaced as

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directed by the City Engineer or his designee. The Applicant is responsible to resurface (grind and overlay) half of the street along the frontage of First Street if determined to be damaged during construction, as directed by the City Engineer or his designee.

42. Maintenance Bond

A one-year, ten-percent maintenance bond shall be submitted upon acceptance of improvements in the public right-of-way.

43. SWMP Certification

The Applicant shall have a final inspection and certification done and submitted by the Engineer who designed the SWMP to ensure that the treatments were installed per design. The Applicant shall submit a maintenance agreement to City for review and approval for the stormwater treatment methods installed in accordance with the SWMP. Once approved, City shall record the agreement.

44. Label Catch Basin Inlets

The Applicant shall label all new or existing public and private catch basin inlets which are on or directly adjacent to the site with the “NO DUMPING - FLOWS TO ADOBE CREEK” logo as required by the City.

EXHIBIT B**INSURANCE REQUIREMENTS**

Developer's performance of Work under this agreement shall not commence until Developer shall have obtained all insurance required under this Exhibit and such insurance shall have been reviewed and approved by the Risk Manager. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Developer shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for alleged injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Developer, the Contractor it's agents, representatives, employees and contractors.

INSURANCE COVERAGE AND LIMITS RESTRICTIONS

1. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage:
 - a. Blanket contractual liability
 - b. Broad form property coverage
 - c. Personal injury
2. Insurance Services Office form covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Such other insurance coverages and limits as may be required by the City.

B. MINIMUM LIMITS OF INSURANCE

Developer shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and a \$2,000,000 aggregate. If Commercial General Liability insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability:
 - Bodily Injury by Accident - \$1,000,000 each accident.
 - Bodily Injury by Disease - \$1,000,000 policy limit.
 - Bodily Injury by Disease - \$1,000,000 each employee.

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4. Such other insurance coverages and limits as may be required by the City of.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

1. Any deductibles or self-insured retentions must be declared to and approved by the City of. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of ****CITY****, its officers, officials, employees, and volunteers; or the Developer shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
2. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.
3. The City reserves the right to obtain a full certified copy of any insurance policy and endorsement. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. ADDITIONAL INSURED REQUIREMENTS:

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

- a. The City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects alleged: liability arising out of activities performed by or on behalf of the Developer; products and completed operations of the Developer; premises owned, occupied or used by the Developer; or automobiles owned, leased, hired or borrowed by the Developer. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
- b. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
- c. The Developer's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
- d. Developer shall furnish properly executed Certificates of Insurance from insurance companies acceptable to the City and signed copies of the specified endorsements for each policy prior to commencement of work under this agreement. Such documentation shall clearly evidence all coverages required above including specific evidence of separate endorsements naming the City and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been filed with the City Clerk.
Such insurance shall be maintained from the time work first commences until completion of the work under this agreement. Developer shall replace such certificates for policies expiring prior to completion of work under this agreement.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

F. COMPLETED OPERATIONS

Developer shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event the Developer fails to obtain or maintain completed operations coverage as required by this

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agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by the Developer.

G. CROSS-LIABILITY

The Liability policy shall include a cross-liability or severability of interest endorsement.

H. FAILURE TO MAINTAIN INSURANCE COVERAGE

If Developer, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The City, at its sole option, may terminate this agreement and obtain damages from the Developer resulting from said breach.

Alternatively, the City may purchase such required insurance coverage, and Developer shall reimburse the City for any premium costs advanced by the City for such insurance.

I. PRIMARY AND NON-CONTRIBUTORY

For any claims related to this project, the Developer's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Developer's insurance and shall not contribute with it.

The additional insured coverage under the Developer's policy shall be primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

J. SUBCONTRACTORS

Developer shall require its contractors to maintain the same levels of insurance and provide the same indemnity that the Developer is required to provide under this Agreement. A contractor is anyone who is under contract with the Developer or any of its contractors to perform work contemplated by this Agreement. The Developer shall require all contractors to provide evidence of valid insurance and the required endorsements prior to the commencement of any work.

K. SUBROGATION WAIVER

Developer agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Contractors, subcontractors or others involved in any way with the services to do likewise.

L. VERIFICATION OF COVERAGE

Developer shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before the services commence.

EXHIBIT B

LABOR CODE PROVISIONS

1. This Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.
2. The Work is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
3. Developer shall not enter into a contract with a contractor for the performance of the Work unless the contractor and its subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.



CONSENT CALENDAR

Agenda Item # 8

AGENDA REPORT SUMMARY

Meeting Date: November 24, 2020

Subject: Approve Separation Agreement and General Release between the City of Los Altos and City Manager Chris Jordan and Appoint Deputy City Manager Jon Maginot as Acting City Manager

Prepared by:

Attachment(s)

1. Separation Agreement and General Release

Requested By:
City Council

Previous Council Consideration: None

Fiscal Impact:

Funding for the City Manager position, which includes salary and benefits, is authorized in the General Fund of the City's Annual Budget. A supplemental appropriation may be necessary later in the fiscal year. The severance and benefits are equal to 9 months at current rate.

Environmental Review:

Not applicable

Discussion/Summary:

On November 11, 2020, City Manager Chris Jordan executed a Separation Agreement and General Release resigning his position as of December 5, 2020. The City Council approval of the agreement will serve to accept his resignation subject to the terms and conditions of the Separation Agreement and General Release. The City Council intends to appoint the Deputy City Manager, Jon Maginot, as Acting City Manager. The City further intends to recruit for an Interim City Manager while an extensive recruitment for the new City Manager is conducted.

Recommended Motion:

Approve the Separation Agreement and General Release between the City of Los Altos and City Manager Chris Jordan and appoint Deputy City Manager, Jon Maginot, as Acting City Manager effective December 6, 2020.

Reviewed By:

City Manager

CJ

City Attorney

JH

Finance Director

SE

SEPARATION AGREEMENT AND GENERAL RELEASE

This SEPARATION AGREEMENT AND GENERAL RELEASE (hereinafter referred to as the "Agreement") is made and entered into between the City of Los Altos ("City") and Christopher A. Jordan ("Jordan") for the following purposes and with reference to the following facts (City and Jordan are collectively hereinafter referred to as the "Parties"). The effective date ("Effective Date") of the Agreement shall be the date on which it is fully executed and approved by the Los Altos City Council.

This Agreement arises out of Jordan's employment with the City as City Manager under the Agreement for Employment of City Manager, as amended in 2017 and 2019 (hereinafter, "Employment Agreement") entered into between the parties on August 23, 2016 and incorporated herein as Exhibit 1. The purpose of this Agreement is to settle and compromise any and all possible present and future disputes and controversies existing or which in the future may exist between the City and Jordan related to Jordan's employment relationship with the City and/or arising from any other facts or causes existing on or prior to the date each party signs this Agreement, whether known or unknown, including but not limited to those described herein.

WHEREAS, Jordan and the CITY now desire to compromise and settle all claims, demands, complaints, actions, charges, litigation and causes of action, whether now known or unknown that arise from Jordan's employment with the City;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties agree as follows:

1. Jordan shall tender his resignation, effective December 5, 2020 (hereinafter, the "Resignation Date"), which shall be irrevocable after the time period set

forth in Paragraph 12 has elapsed. On the Effective Date of the Agreement, Jordan shall tender his resignation and the City shall accept such resignation. A copy of said resignation (Resignation Letter) is attached hereto as Exhibit 2 and is a material term of this Agreement. The City and Jordan shall announce the resignation no later than November 18, 2020.

2. The City will pay Jordan a lump sum severance payment equal to nine (9) months' base salary (in addition to any accrued leave balances that are compensable per City policy upon the ending of employment), provided that Jordan has not exercised his revocation rights laid on in Paragraph 12 herein. This payment will be made no sooner than January 1, 2021 and no later than January 13, 2021.

3. The City will reimburse Jordan for the full amount of his COBRA premiums for him (and any dependents currently on his health insurance) through the earlier of nine (9) months after Jordan's last day in City employment, or the date Jordan becomes eligible for health insurance with another employer, provided that Jordan has not exercised his revocation rights laid on in Paragraph 12 herein. The reimbursement will be made upon submission of documentation reflecting the COBRA payments made by Jordan.

4. Regarding the loan that the City made to Jordan to purchase a residence in the City of Los Altos, Jordan shall have until December 5, 2021 to repay the loan in full, (provided that Jordan has not exercised his revocation rights laid on in Paragraph 12 herein), it being the parties' intent that the terms and conditions of the Promissory Note between Jordan and the City are still in effect, aside from the December 5, 2021,

Accelerated Maturity Date date stated herein. This provision amends Section 4.b of the Employment Agreement attached hereto as Exhibit 1.

5. Jordan releases the City, members of the City Council, officers, agents, deputies, representatives, servants, employees, successors, assigns, predecessors, divisions, branches, or attorneys from any and all complaints, charges of discrimination, claims, lawsuits, requests for information, or grievances that are based on facts that occurred up to the date he executes this Agreement, except for (1) any claims based on the lawsuit entitled *Satish Ramachandran v. Best, Best and Krieger et al.*, United States District Court case number 5:20-cv-03963 or any claims based on the lawsuit entitled *Satish Ramachandran v. City of Los Altos et al.*, United States District Court Case No. 5:18-cv-01223 (“the non-released claims”). Nothing in this Agreement shall be construed to release or undermine Jordan’s rights and/or the City’s responsibilities under the statutory and common law regarding the rights afforded to public employees to defense and indemnification. Jordan agrees to withdraw or dismiss, with prejudice, any complaint, claim, lawsuit, request for information or grievance (except the non-released claims) that he has filed against the City that is based upon facts that occurred up to the date he executes this Agreement. This Agreement extends to any such complaint, claim, request for information, lawsuit, grievance or charge filed in any state or federal court, with any administrative body, agency, board, commission, or entity whatsoever, except the excluded claims. This release does not include claims arising from or pertaining to each party’s obligation to perform under this Agreement.

This Agreement does not limit Jordan’s ability to bring an administrative charge with an administrative agency, but Jordan expressly waives and releases any right to

recover any type of personal relief from the City, including monetary damages, in any administrative action or proceeding, whether state or federal, and whether brought by Jordan or on his behalf by an administrative agency, related in any way to the matters released herein. Furthermore, nothing in this Agreement prohibits Jordan from reporting possible violations of law or regulation to any government agency or entity, including but not limited to the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, the Department of Labor and/or the Department of Justice, or making other disclosures that are protected under the whistleblower provisions of law. Jordan does not need prior authorization of the City to make any such reports or disclosures and is not required to notify the City that he has made such reports or disclosures.

6. Jordan agrees and understands that the CITY is not providing him with any tax or legal advice and makes no representations regarding tax obligations or consequences, if any, related to this Agreement, and no other representations as to the legal effect of this Agreement.

7. Jordan hereby fully, irrevocably and unconditionally releases and discharges the City from any and all claims, actions, causes of action, judgments, liens, indebtedness, damages, obligations, losses, liabilities, costs, claim for attorneys' fees or costs, and all other claims and rights of action of all kinds and descriptions, which they have or may have, whether known or unknown, suspected or unsuspected, which were raised or might have been raised, or arise out of, or are connected with, Jordan's employment, except for the non-released claims.

8. Jordan agrees, to the fullest extent permitted by law, that he will not initiate or file a lawsuit to assert any claim released herein. If any such action is brought, this Agreement will constitute an affirmative defense thereto.

9. Jordan agrees that he enters into this Agreement voluntarily, and also expressly acknowledge that he has been informed of and is familiar with California Civil Code § 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.

Jordan expressly waives the provisions of California Civil Code § 1542, and further waives any rights he might have to invoke said provisions now or in the future with respect to the releases set out in this Agreement. Jordan hereby agrees to accept and assume the risk that any fact with respect to any matter in this Agreement may hereafter be found to be other than or different from the facts he believes at the time of this Agreement to be true, and agrees that this Agreement shall be and will remain effective notwithstanding any such differences in fact.

10. Jordan understands and expressly agrees that this Agreement shall bind and benefit his spouse, children, heirs, agents, attorneys, representatives, and assigns.

11. Each party bears its own costs and attorneys' fees.

12. WAIVER OF RIGHTS OR CLAIMS PURSUANT TO TITLE 29 OF THE CODE OF THE LAWS OF THE UNITED STATES OF AMERICA AND CHAPTER 14, ENTITLED "AGE DISCRIMINATION IN EMPLOYMENT." Jordan specifically acknowledges that pursuant to Title 29 of the U.S. Code, entitled "AGE DISCRIMINATION IN EMPLOYMENT," 1) it shall be unlawful for an employer to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his/her compensation, terms, conditions, or privileges of employment, because of such individual's age; 2) to limit, segregate, or classify employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his/her status as an employee, because of such individual's age; or 3) to reduce the wage rate of any employee in order to comply with said Chapter. Jordan hereby acknowledges and agrees that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that Jordan has or may claim to have under the Age Discrimination in Employment Act (ADEA) for acts or omissions up to the date she executes this Agreement. EMPLOYEE acknowledges that:

a. the consideration provided through this Agreement is the sole consideration he will receive from the City or its members of the City Council, officers, agents, deputies, representatives, servants, employees, successors, assigns, predecessors, divisions, branches, or attorneys;

b. he has been and is hereby advised in writing to consult with an attorney prior to signing this Agreement;

c. he has been provided a full and ample opportunity to study this Agreement, including a period of at least 21 days within which to consider entering into this Agreement;

d. to the extent that Jordan takes less than 21 days to consider this Agreement prior to execution, Jordan acknowledges that he had sufficient time to consider this Agreement with his legal counsel and that he expressly, voluntarily and knowingly waives any additional time; and

e. he is aware of his right to revoke this Agreement at any time within the seven-day period following the date he signs the Agreement and that the Agreement shall not become effective or enforceable until the seven-day revocation period expires. Notice of revocation must be made in writing and must be received by City no later than the seventh day after Jordan executes this Agreement.

13. Jordan represents that he has had the opportunity to thoroughly discuss the terms of this Agreement with representatives of his own choosing, that he has carefully read and fully understands all of the provisions of this Agreement, and that he is voluntarily entering into this Agreement without coercion. Jordan understands that the waiver he has made and the terms he has agreed to herein are knowing, conscious, and with the full appreciation that he is forever foreclosed from pursuing any of the rights so waived. No promise, inducement, or agreement not expressed herein has been made to Jordan in connection with this Agreement.

14. The City agrees that the current members of the City Council will not make any public statement about Jordan that is both false and injurious. Jordan agrees

not to make any public statement about the City or its employees or elected officials that is both false and injurious.

15. The City agrees that Jordan may retain the Microsoft Surface tablet that he has been issued by the City.

16. This Agreement is executed and delivered in the State of California and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with the laws of the State of California.

17. No waiver by any party of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any preceding, concurrent or succeeding breach of the same or any other term or provision of this Agreement.

18. This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any party based upon attribution of drafting to any party.

19. This Agreement shall be admissible in counterparts. All executed copies are duplicate originals and are equally admissible in evidence.

By:  _____
CHRISTOPHER JORDAN

Dated: 11/11/20

By: _____
CITY OF LOS ALTOS

Dated: _____

EXHIBIT 1

CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement for Employment of City Manager ("Agreement") is made and entered on this 23rd day of August, 2016, by and between the City of Los Altos ("City"), a California general law municipal corporation, and Christopher A. Jordan ("Jordan").

RECITALS

WHEREAS, the City Council of the City of Los Altos desires to appoint Jordan to the position of City Manager of the City of Los Altos on September 1, 2016.

WHEREAS, it is the desire of the City Council to establish the terms and conditions of employment of Jordan to the position of City Manager of the City of Los Altos, including the duties, salary and benefits of employment; and

WHEREAS, Jordan desires to accept employment as City Manager of the City of Los Altos under the terms set forth herein; and

WHEREAS, as of the date of this Agreement, the Interim Employment Agreement dated April 26, 2016, shall be of no force and effect; and

WHEREAS, the City is best served by a City Manager who establishes and maintains a strong partnership with the City Council and the community, and such a partnership is best achieved by the City Manager's involvement in a broad spectrum of community activities and by having a personal stake and interest in the quality of life shared by those who live in the community; and

WHEREAS, the City Manager is an integral part of the City's Emergency Services Team and the City Council has developed a heightened awareness of the value of having the City Manager available during the critical hours immediately following catastrophic events; and

WHEREAS, the City Council believes, therefore, that it is in the best interest of the community for the City Manager to reside within the geographic boundaries of the City, and recognizing the high cost of housing in the City (as of August 15, 2016, the median home value in the City is \$2,818,700 according to Zillow) determines that it is in the City's best interest to provide assistance in securing such housing; and

WHEREAS, the assistance shall be in the form of a Housing Loan, subject to terms of this Agreement, accessible for the entirety of the Jordan's tenure with the City; and

WHEREAS, the City council finds that above stated reasons for the home loan constitute legitimate "public purposes" for making the loan; and

NOW, THEREFORE, in consideration of the respective and mutual covenants hereinafter contained and made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and subject to all the terms and conditions hereof, the parties agree as follows:

SECTION 1. EMPLOYMENT, DUTIES AND RESPONSIBILITIES

A. **Appointment of City Manager.** City does hereby agree to employ Jordan in the capacity of City Manager effective September 1, 2016 ("Effective Date"). Jordan's employment is "at-will" and Jordan serves at the pleasure of the City Council.

B. **Duties.** Jordan shall perform the functions and duties specified under the Government Code of the State of California, the Los Altos Municipal Code, and Ordinances and Resolutions of the City, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

C. **Term of Agreement.** This Agreement shall commence upon execution by parties and become effective on the Effective Date (i.e. September 1, 2016) and continue for a period expiring three (3) years after the Effective Date ("Expiration Date"), or until this Agreement is otherwise terminated pursuant its terms.

This Agreement shall automatically renew as provided herein unless City gives Jordan timely notice of non-renewal. The City must give Jordan written notice of non-renewal at least six (6) calendar months prior to the initial Expiration Date (i.e. March 1) and any succeeding Expiration Date. Unless such notice of non-renewal is timely given, this Agreement shall automatically renew on the terms and conditions set forth herein (as such may be amended from time to time) for an additional one (1) year term.

D. **Hours of Work.** Jordan is expected to devote necessary time outside normal office hours to business of the City. To that end, Jordan shall be allowed flexibility in setting his own office hours, provided that Jordan shall work as necessary during customary business hours to satisfactorily perform his City Manager duties and responsibilities and be available to other City staff during customary business hours. This position is exempt from FSLA overtime pay requirements therefore Jordan shall not be entitled to additional compensation for any work performed in excess of the City's regular workweek.

Jordan shall keep the Administration Office Staff aware of his office schedule.

Jordan shall provide reasonable written notice to the City Council when he anticipates an absence from the City for two or more business days.

E. **Exclusive Employment.** The employment provided for by this Agreement shall be Jordan's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, subject to prior approval by the City Council, Jordan may elect to accept limited teaching, consulting or other business opportunities which do not interfere with or create a conflict of interest (or the appearance of a conflict of interest) with the performance of his duties or obligations under this Agreement, or place the City, the City Council or Jordan in an unfavorable light.

SECTION 2. COMPENSATION – SALARY AND BENEFITS

A. Salary.

1. Initial Base Salary. City shall pay Jordan an annual base salary of Two Hundred Twenty Thousand Dollars (\$220,000) ("Base Salary"). Salary shall be paid in bi-weekly installments at the same time as other employees of City are paid. Base salary specifically includes cash benefits of vehicle and cell phone allowances.
2. Changes to Compensation. Should the City Council, upon completion of its annual review of Jordan's performance pursuant to this Agreement, determine that Jordan has met City's performance expectations, the City Council shall consider an increase in Jordan's compensation. Said consideration may include employee performance level, salary survey data and compensation increases granted to other City management employees. Jordan understands and agrees that he has no entitlement to an increase in compensation. City Council will inform Jordan of its decision. Changes to compensation may include adjustment to base salary, bonus or other discretionary benefits.

B. Benefits.

1. CalPERS. Jordan will be enrolled into the California Public Employees Retirement System (CalPERS). As a new member, retirement benefits are pursuant to the California Public Employee's Retirement Reform Act of 2013 (PEPRA) Section 7522.10, employees hired on or after January 1, 2013 will have a retirement formula of 2% @ 62 and will pay up to 50% of the normal CalPERS retirement cost. Employee contribution is currently set at 6.25% and is subject to change based on CalPERS actuarial. CalPERS formula and benefit are subject to change based on future CalPERS law modifications and City policy. The City does not participate in Social Security nor is it currently enrolled for State Disability Insurance.
2. Benefits. Except as otherwise set forth in this Agreement, in addition to the benefits specified herein, Jordan shall be eligible to participate in any and all employee benefits otherwise accorded to City's unrepresented employees, and not covered under a Memorandum of Understanding, including without limitation to participation in health, dental, vision and other supplemental benefits, and those benefits may be subject to change.
3. Vacation. As of the Effective Date, Jordan shall be credited with eighty (80) hours of vacation and with the equivalent of 14 years of continuance service for purpose of setting a vacation accrual schedule, thus providing an effective rate of one hundred sixty (160) hours per year. Jordan shall be entitled to accrue, use or redeem vacation leave in whatever manner is permitted pursuant to City policy, as same may be amended from time to time by action of the City Council.
4. Sick Leave. As of the Effective Date, Jordan shall be credited with forty (40) hours of sick leave and accrue sick leave at a rate of ninety-six (96) hours per year. Jordan shall be entitled to accrue, use or redeem sick leave in whatever manner is permitted pursuant to City policy, as same may be amended from time to time by action of the City Council.

5. Management Leave. As of the Effective Date, Jordan shall be credited with eighty (80) hours of Management Leave and shall thereafter be entitled to accrue Management Leave in the amount of eighty (80) hours per fiscal year. Jordan shall be entitled to accrue, use or redeem Management Leave in whatever manner is permitted pursuant to City policy, as same may be amended from time to time by action of the City Council.

SECTION 3. ADDITIONAL EXPENSES

A. Professional Development, Dues and Subscriptions. City agrees to pay for the professional dues, subscriptions, and other costs of Jordan deemed necessary for his participation in national, state, regional, and local associations and organizations and in meetings, conferences, and training related thereto, including but not limited to the International City/County Management Association, League of California Cities, and County City Managers' Association, which are considered mutually desirable for his continued professional participation and growth and for the good of the City, subject to budgetary approval and City Council oversight.

B. Business Expenses. City shall reimburse Jordan for all necessary and appropriate business expenses, including, but not limited to, the costs of business meetings, business meals, staff functions and special events attended in an official capacity, subject to any guidelines the City Council may impose.

C. Vehicle and Cell Phone Expenses. Notwithstanding Section 2.A, Jordan: (1) is not entitled to allowance or reimbursement of expenses associated with use of his personal vehicle, including no mileage reimbursement; (2) shall have access to pool cars consistent with City policies, else subject to Council approval; (3) is required to have cell phone for business use, however he is not entitled to allowance or reimbursement of expenses associated with use of that cell phone.

SECTION 4. RELOCATION AND HOUSING ALLOWANCE

A. Relocation Assistance. City shall provide up to \$30,000 reimbursement to Jordan for expenses associated with moving, temporary storage of household goods, and up to three (3) months lodging pending his acquisition of permanent housing. Reimbursement will be made upon presentation to City of receipt(s) for reasonable costs.

B. Housing Loan. Should Jordan purchase a residence and property ("Property") within the City of Los Altos no later than August 31, 2017, City agrees to make available to Jordan a housing loan of up to Two Million Dollars (\$2,000,000 ("City Loan") providing that said City Loan shall not exceed ninety percent (90%) of the Property purchase price. City Loan shall be limited to purchase of Property within City limits and shall be Jordan's primary residence. Said loan shall be evidenced by a Promissory Note made by Jordan payable to the City and secured by a First Deed of Trust on the Property. The principal amount of the loan shall bear interest at the 5 Year Treasury Rate as of the Effective Date (i.e. September 1, 2016) amortized over a thirty (30) year period and recalculated to the 5 Year Treasury Rate every five years of the original date of the loan.

Jordan shall pay principal and interest for the loan amount which shall be amortized and payable in equal bi-weekly installments through an automatic payroll deduction with the entire balance due in thirty (30) years.

Jordan shall be responsible to pay all applicable taxes, insurance and homeowners fees and be responsible at his expense to maintain the Property in good and habitable conditions at all times.

The loan may be prepaid earlier without penalty.

The Promissory Note shall be due and payable in full:

(i) within twelve (12) months of Jordan's termination by the City pursuant to Section 6.A.1 herein; or Jordan's death; or the date on which the City delivers notice of non-renewal of this Agreement to Jordan (Section 1.C) or

(ii) within six (6) months of the effective date of Jordan's termination if such termination is the result of Termination by Manager (Section 6.B); or termination with cause (Section 6.A.2); or the date on which the City determines, in its reasonable discretion, that the Property is no longer Jordan's primary residence for any reason other than his death.

SECTION 5. PERFORMANCE REVIEW

The intent of the parties is that there be open and constructive communication between the City Council and City Manager regarding the City Manager's performance and City Council expectations regarding such performance. As such,

A. **Initial Performance Expectations.** Within sixty (60) days of the Effective Date, the City Council will establish performance expectations for Jordan.

B. **Annual Review.** The City Council shall conduct annual reviews of Jordan's performance on or around the anniversary of the Effective Date. The objective of such review shall be to maintain an optimal working relationship and a mutual understanding and agreement on duties, responsibilities, and priorities between Jordan and the City Council. Performance expectations are an integral part of the evaluation and may be updated from time to time throughout the year.

C. **Use of Facilitator.** Either the City Council or Jordan may request the involvement of an outside facilitator in such annual reviews. Jordan will arrange for such services with a mutually agreed upon facilitator in a manner that ensures the completion of the review process by the second regular meeting in September.

SECTION 6. TERMINATION AND SEVERANCE

A. **Termination by City.** The following provisions apply to any termination of Jordan's employment by the City:

1. Jordan is an at-will employee who may be terminated for any or no reason. In the event Jordan is terminated for any reason prior to the expiration of the employment term, or any extension, except as set forth in subsection 6.A.2, City shall pay Jordan a severance payment described herein, provided, however, that such severance payment shall be contingent on Jordan first executing a release and waiver of all rights to sue the City or any city employee or official, which release and waiver shall be drafted by the city attorney. The severance payment that Jordan shall be entitled to shall be as follows:

- (a) If termination occurs within first full year of Effective Date of the Agreement and Jordan is willing and able to perform his duties under this Agreement, City shall provide (i) a lump sum payment equal to six (6) months base salary less reimbursed relocation assistance (Section 4.A), (ii) cashout of any accrued leave balances that are compensable (per City policy) upon termination of employment, and (iii) pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), the City shall reimburse Jordan for COBRA eligible benefits, subject to presentation of receipts, for a six-month period after termination, or until Jordan either secures full-time employment or obtains other health insurance coverage, whichever of these events occurs first. Jordan shall notify City within five (5) days of securing new full-time employment or acquiring health insurance coverage.
- (b) If termination occurs any time after the first full year of the Agreement and Jordan is willing and able to perform his duties under the Agreement, City shall provide (i) a lump sum payment equal to six (6) months base salary, (ii) cashout of any accrued leave balances that are compensable (per City policy) upon termination of employment, and (iii) pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), the City shall reimburse Jordan for COBRA eligible benefits, subject to presentation of receipts, for a six-month period after termination, or until Jordan either secures full-time employment or obtains other health insurance coverage, whichever of these events occurs first. Jordan shall notify City within five (5) days of securing new full-time employment or acquiring health insurance coverage.

In the event that, at the time of termination, Jordan is under investigation by any law enforcement agency for any reason that would meet the definition of a "for cause termination" as defined in Section 6.2, City may withhold all or part of such severance pay until it is determined if charges will be filed, and if charges are filed, until final judgment is rendered.

This Section shall not apply to non-renewal of this Agreement as set forth in Section 1.C.

2. The City may terminate this Agreement immediately for Jordan's willful negligence, dishonesty, fraud or because of his conviction of any felonious act, any other illegal act involving use of Jordan's position for personal gain, any crime involving moral turpitude, or any material breach of this Agreement, which breach is not cured within 30 days after written notice being given of such breach. City shall have no obligation to pay the severance or the other benefits set forth in Section 6.A of this Agreement. Such termination shall herein be referred to as a termination "for cause."

3. Termination of this Agreement shall require three affirmative votes of the City Council at a lawfully called meeting, as provided by the provisions of the Ralph M. Brown Act (California Government Code §54950 et seq.). Effective date of Termination is at the discretion of the City Council. Except for a "for cause" termination pursuant to Section 6.A.2, the City shall take no action to terminate the services of Jordan before the second Tuesday of March immediately following a regular election at which one or more new members are elected to the City Council, thereby allowing new Councilmembers adequate time to assess Jordan's performance.

4. In the event that the City Council formally asks Jordan to resign and he is willing and able to perform his duties under this Agreement and the Los Altos Municipal Code, then Jordan shall be entitled to resign and still receive the severance benefits outlined in section 6.A, provided he agrees to the release and waiver requirements in section 6.A.

B. Termination by Manager. Due to the important nature of Jordan's duties to the City, Jordan shall not terminate this Agreement during the initial three (3) year Term of this Agreement, unless City agrees to such termination in writing. Thereafter, Jordan may terminate this Agreement through a resignation by giving the City notice of his intent to resign and providing an effective date for his resignation that is at least thirty (30) days' after he provides notice of his intent to resign. Jordan and the City agree that the City has discretion to select an effective date for the resignation that is earlier than the effective date stated by Jordan. If Jordan terminates this agreement through a resignation, he is not entitled to receive any severance payment.

SECTION 7. GENERAL PROVISIONS

A. Indemnification. City agrees to defend, hold harmless and indemnify Jordan against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Jordan's duties. City is not required to indemnify Jordan for any illegal acts committed by Jordan but may agree to do so, in its discretion.

B. Bonding Requirements. City shall bear full cost of the fidelity bond required of Jordan under any law or ordinance in connection with his duties hereunder. This Agreement shall be deemed void and of no effect if Jordan is unable to qualify for any such fidelity bond prior to the Effective Date.

C. Other Terms and Conditions. The Council, in consultation with Jordan shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Jordan provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement or State law.

All provisions of the City Code and regulations and rules of City relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions pertaining to City Department Heads as they now exist or hereafter may be amended, except as otherwise set forth herein also shall apply to Jordan.

D. **Severability.** If any provision, or portion thereof, contained in the Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed servable and shall remain in full force and effect.

E. **Notices.** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Mayor and City Council
City of Los Altos
One North San Antonio Road
Los Altos, CA 94022

Christopher A. Jordan, City Manager
City of Los Altos
One North San Antonio Road
Los Altos, CA 94022
(or to Jordan's home address on file)

Notices also may be personally served in the same manner as applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission by the United States Postal Service. Either party hereto may change their respective address of record by providing written notice thereof in accordance with this Section.

F. **General Provisions.** The text herein shall constitute the entire Agreement between the parties.

1. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by the City and Jordan. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement shall be deemed a waiver of other provisions or conditions hereof.

2. This Agreement contains the entire agreement and understanding between the parties and contains all of the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements; provided, however that the Promissory Note referenced in Section 4.B above, and other security instruments related thereto (including, without limitation, a deed of trust and loan agreement) are hereby incorporated by reference into this Agreement. Jordan acknowledges that he has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

3. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties, provided, however, that Jordan may not assign his obligations hereunder.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and venue for any action concerning this Agreement shall be limited to the Superior Court for the County of Santa Clara.


5. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

6. The parties hereto acknowledge and agree that, although this Agreement has been drafted by City's legal counsel, Jordan has reviewed, or had an opportunity to review, the terms of this Agreement with his legal counsel. Consequently, the doctrine that ambiguities in an agreement should be resolved against the drafting party shall not be employed in connection with this Agreement and this Agreement shall be interpreted in accordance with its fair meaning.


7. Unless provided for otherwise by this Agreement, all provisions of the Los Altos Municipal Code Chapter 2.01 entitled "City Manager," which are applicable to the City Manager shall remain in full force and effect.

8. Required provisions of California Government Code 53243-53243.4 (and as subsequently amended) are hereby agreed to and expressly made a part of this Agreement.


Christopher A. Jordan


CITY OF LOS ALTOS:


By: Jannie Bruins, Mayor

ATTEST:


Jos Magnot, City Clerk

APPROVED AS TO FORM:


Jolie Houston, City Attorney

**AMENDMENT NO. 1 TO THE CITY
MANAGER EMPLOYMENT AGREEMENT**

This Amendment No. 1 ("Amendment") to the City Manager Employment Agreement ("Agreement") is entered into as of the 28th day of November 2017, by and between the City of Los Altos, a California general law municipal corporation, hereinafter referred to as "City" and Chris Jordan, hereinafter referred to as "Jordan".

RECITALS

WHEREAS, it is the desire of the City Council to establish the terms and conditions of employment of Jordan to the position of City Manager of the City of Los Altos, including the duties, salary and benefits of employment; and

WHEREAS, on August 23, 2016, City and Jordan entered into an agreement entitled "City Manager Employment Agreement" ("Agreement"); and

WHEREAS, pursuant to Section 2(A)(2), the City desires to amend the Agreement to increase the base salary for Jordan by 3.8% from \$220,000 to \$228,360; and

WHEREAS, Jordan is agreeable to this change in compensation and to continuing employment with the City; and

NOW THEREFORE, in consideration of the respective and mutual covenants hereinafter contained and made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and subject to all the terms and conditions hereof, the parties hereby amend the following sections of the Agreement as follows:

1. Section 2(A)(1) is hereby deleted and replaced with the following new section:

Initial Base Salary. City shall pay Jordan an annual base salary of Two Hundred Twenty-Eight Thousand Three Hundred Sixty Dollars (\$228,360) ("Base Salary"). Salary shall be paid in bi-weekly installments at the same time as other employees of City are paid. Base salary specifically includes cash benefits of vehicle and cell phone allowances.

2. All remaining sections and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed and is made effective as of the date set forth above.

CHRISTOPHER JORDAN



CITY OF LOS ALTOS



By: Mary Prochnow, Mayor

ATTEST:



Jon Maginot, City Clerk

APPROVED AS TO FORM:



Christopher Diaz, City Attorney

**AMENDMENT NO. 2 TO THE CITY
MANAGER EMPLOYMENT AGREEMENT**

This Amendment No. 2 ("Amendment") to the City Manager Employment Agreement ("Agreement") is entered into as of ~~17~~ day of December 2019, by and between the City of Los Altos, a California general law municipal corporation, hereafter referred to as "City" and Chris Jordan, hereafter referred to as "Jordan."

RECITALS

WHEREAS, it is the desire of the City Council to establish the terms and conditions of employment of Jordan to the position of City Manager of the City of Los Altos, including the duties, salary, and benefits of employment; and

WHEREAS, on August 23, 2016, City and Jordan entered into an agreement entitled "City Manager Employment Agreement" ("Agreement"); and

WHEREAS, on November 28, 2017, City and Jordan approved Amendment No. 1 to the City Manager Employment Agreement; and

WHEREAS, in March 2019, the Council appointed an ad hoc committee to negotiate an amended Agreement with Jordan; at or around that time, the Council agreed that the Agreement (and Jordan's appointment as City Manager) would continue and desired to increase Jordan's compensation to account, in part, for cost of living increases and make other appropriate adjustments to the Agreement at the commencement of the current fiscal year;

WHEREAS, the ad hoc committee met in March and received requests from Jordan for continuation of his employment and possible amendments to the Agreement; the intent of the committee was to negotiate an amendment to the Agreement by the commencement of the City's fiscal year in July 1, 2019; due to ongoing discussions and negotiations between Jordan and the committee, as well as the press of City business, Jordan's salary and leave benefits became indefinite as of the commencement of the present fiscal year on July 1, 2019; and

WHEREAS, pursuant to Subsection 2.A.1, the City desires to amend the Agreement to increase the base salary for Jordan by 7.3% from \$228,360 to \$245,095 as of the commencement of this fiscal year; and

WHEREAS, the City desires to amend Subsection 2.B.5 to increase the management leave for Jordan from eighty (80) hours per fiscal year to one hundred twenty (120) hours per fiscal year; and

WHEREAS, the City desires to amend Subsection 4.B to include an interest rate cap of 5% on Jordan's housing loan terms; and

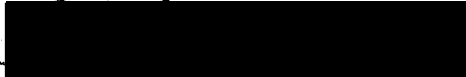
4. Subsection 6.A.1 is hereby deleted and replaced with the following new section:

Jordan is an at-will employee who may be terminated for any or no reason. In the event Jordan is terminated for any reason prior to the expiration of the employment term, or any extension, except as set forth in subsection 6.A.2, City shall provide Jordan with a minimum of thirty (30) days' notice in writing. Further, except as set forth in subsection 6.A.2, City shall pay Jordan a severance payment described herein, provided, however, that such severance payment shall be contingent on Jordan first executing a release and waiver of all rights to sue the City or any city employee or official, which release and waiver shall be drafted by the city attorney. The severance payment that Jordan shall be entitled to shall be as follow:

5. Except as expressly modified by this Amendment, all remaining sections and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed and is made effective as of the date set forth above.

CHRISTOPHER JORDAN

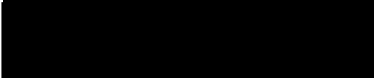


CITY OF LOS ALTOS



By: Jan Pepper, Mayor

ATTEST:

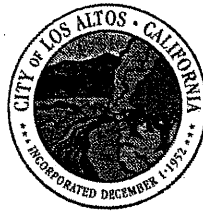


Dennis Hawkins, City Clerk

APPROVED AS TO FORM:

Christopher Diaz, City Attorney

EXHIBIT 2



1 North San Antonio Road
Los Altos, California 94022-3087

MEMORANDUM

DATE: November __, 2020

TO: Jan Pepper, Mayor
Members, Los Altos City Council

FROM: Chris Jordan, City Manager

SUBJECT: RESIGNATION

I hereby provide my resignation as the City Manager of Los Altos, effective December 5, 2020.

When I was hired, first as the Interim City Manager in April 2016 and then for the permanent position 4 months later, the main goal of the Council and the organization was to enhance the City's investment in its facilities and infrastructure after years of neglect. After 4 years of dedicated work by the community, Council and staff, we are now on the cusp of successfully completing the construction of a new community center that will be the heart of the community. We are also moving forward with numerous other projects that will improve the long-term livability for all Los Altos residents.

The Los Altos community is fortunate to have some of the most dedicated, community-minded individuals I have met during my public service career. People in this community have dedicated their full support to the City over the decades, forming such organizations as the Los Altos Community Foundation and other groups that only have one agenda: making Los Altos the finest community it can be. I thank them for their support of me, my family, and the community.

Finally, throughout these 4+ years, the City staff has taken on numerous challenges with a positive, can-do attitude. Even during the pandemic, our staff has tackled each project with the objective of making sure that residents and businesses are given every opportunity to thrive in this beautiful community. I have an infinite amount of respect for our staff and pride in my role in leading such an outstanding group of public servants. I thank them for their dedication and support.



DISCUSSION ITEMS

Agenda Item # 9

AGENDA REPORT SUMMARY

Meeting Date: November 24, 2020

Subject: Policing Task Force Final Report and Recommendations

Prepared by: Jon Maginot, Deputy City Manager

Approved by: Chris Jordan, City Manager

Attachment(s):

1. Recommendations from Citizens' Police Task Force
2. School Resource Officer description

Initiated by:

City Council

Previous Council Consideration:

July 28, 2020 – Police Town Hall

September 8, 2020

September 22, 2020

October 13, 2020 – Appointment of Task Force Members

November 10, 2020

Fiscal Impact:

None at this time. Should Council wish to implement any of the recommendations of the Task Force, there may be additional costs to the City

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- Does the Council wish to implement any of the recommendations of the Citizens' Police Task Force?

Summary:

- The Citizens' Police Task Force began meeting on October 14, 2020 to look at two topics: 1) the role of the School Resource Officer at Los Altos High School and 2) the City's intake process for complaints and feedback of Police Officers.
- The Citizens' Police Task Force held its final meeting on November 21, 2020.

Reviewed By:

City Manager

CJ

City Attorney

JH

Finance Director

SE



Subject: Policing Task Force Final Report and Recommendations

Staff Recommendation:

Receive the final recommendations from the Citizens' Police Task Force and discuss next steps to further Task Force members, stakeholders and the community in analyzing the recommendations



Subject: Policing Task Force Final Report and Recommendations

Purpose

To receive the final update of the Citizens' Police Task Force

Background

On September 22, 2020, the City Council created an ad hoc Citizens' Police Task Force (PTF) with the goal of looking at two topics: 1) the role of the School Resource Officer at Los Altos High School and 2) the City's intake process for complaints and feedback of Police Officers. On October 13, 2020, the City Council appointed nine community members to serve on the Task Force, plus one alternate member.

The PTF began meeting on October 14, 2020. Meetings were held virtually and were open to the public. PTF meetings were facilitated by Judge LaDoris Cordell and attended by City staff.

Discussion/Analysis

On November 10, 2020, the City Council received a preliminary update on the progress of the PTF. Following the final meeting of the PTF, any recommendations developed by the PTF will be distributed for consideration by the City Council.

Materials provided and considered by the Task Force can be found at the following links:

October 14 <https://www.losaltosca.gov/citycouncil/page/citizens-police-task-force>
October 21 <https://www.losaltosca.gov/citycouncil/page/citizens-police-task-force-0>
October 28 <https://www.losaltosca.gov/citycouncil/page/citizens-police-task-force-1>
November 4 <https://www.losaltosca.gov/citycouncil/page/citizens-police-task-force-2>
November 16 <https://www.losaltosca.gov/citycouncil/page/citizens-police-task-force-3>
November 18 <https://www.losaltosca.gov/citycouncil/page/citizens-police-task-force-4>
November 20 <https://www.losaltosca.gov/citycouncil/page/citizens-police-task-force-5>

Options

1. Adopt all or a portion of the recommendations of the Citizens' Police Task Force and direct staff to begin implementation
2. Defer decision on any of the recommendations to following the seating of the new City Council
3. Take no action on any of the recommendations

Recommendation

The staff recommends the City Council receive the recommendations from the Citizens' Police Task Force and discuss next steps to further Task Force members, stakeholders and the community in analyzing the recommendations



1 North San Antonio Road
Los Altos, California 94022-3087

MEMORANDUM

DATE: November 24, 2020

TO: City Council

FROM: Citizens' Police Task Force

SUBJECT: TASK FORCE RECOMMENDATIONS ON POLICE OFFICER COMPLAINT/COMMENDATION INTAKE AND FEEDBACK PROCESS AND SCHOOL RESOURCE OFFICER PROGRAM AT LOS ALTOS HIGH SCHOOL

The objectives of the Citizens' Police Task Force are to develop recommendations to the City Council regarding the City's Police Officer complaint/commendation intake process and the School Resource Officer Program at Los Altos High School. Below are the Task Force's recommendations.

Police Officer Feedback Process

It should be noted that these recommendations are not in any prioritized order and are only numbered for ease of reference during discussion.

Additional options for submission

1. *Recommendation: Implement an online complaint/commendation submission form, submitted to both Police Department and an independent third-party auditor*
2. *Recommendation: In addition to the Police Department, submissions of hard-copy, online complaints and phone calls may be made to an independent third-party auditor. Police Department and independent third-party auditor will immediately (within one or two business days) share complaints received with the other*

Tracking of complaints

1. *Recommendation: An independent third-party auditor will be retained by the City to do intake for informal and formal complaints about Los Altos Police Officers. The independent third-party auditor will share all informal and formal complaints received with the Police Department within one or two business days and will also receive informal and formal complaints that are initiated at the Police Department. This third party auditor will track all informal and formal complaints*. All formal complaints shall not exceed one-year from the submission date. The independent third-party auditor will receive copies of all reports from the Police Department of the results of their investigation, and produce an annual report of informal and formal complaints to the City Council and available online that will include demographic information. The Police Department will collect additional data about the complainants and the nature of their complaints.*

*A list of those items to be tracked is attached

Outreach

1. Recommendation: Consider modifications to the complaint brochure
 - a. Recommend that the City Attorney and police department review the language in the "Civilian Complaint & Commendation Procedure" brochure to determine whether or not it is appropriate to change "may" to "will" in the following sentences under the heading "The Complaint Procedure":
 - i. "An investigator will be assigned to investigate the complaint."
 - ii. "If the investigation proves that the employee violated any laws or policy of the Los Altos Police Department, he/she **may** (will?) be subject to the Department's discipline process*. In addition, investigations that disclose potential criminal activity **may** (will?) be referred to the District Attorney for criminal prosecution." (*explanation of why behavior would not be subject to discipline)
2. Recommendation: Provide outreach education to the community on how to file a complaint and prominently display information on how to file a complaint
 - a. Deliver information/education about the existing complaint process to LAHS students, parents, staff and faculty
 - b. Prominently display of information on the complaints procedure in all police premises, particularly in custody areas
 - c. Display of information in non-police public spaces: city hall, community center, library, high school
 - d. Display clearly on the city website the complaint process with a flow chart of all of the steps involved in different circumstances (Attached)
 - e. At every traffic stop and pedestrian stop, officers give information about how to file a complaint/commendation on a business card and/or brochure, unless the officer is unable to do so

SRO PROGRAM AT LAHS

Elimination of SRO Program at Los Altos High School

1. Recommendation: Eliminate the SRO program at Los Altos High School and the City encourage MVLA to investigate and implement other non-police models to foster overall student well-being and create a safe and equitable environment

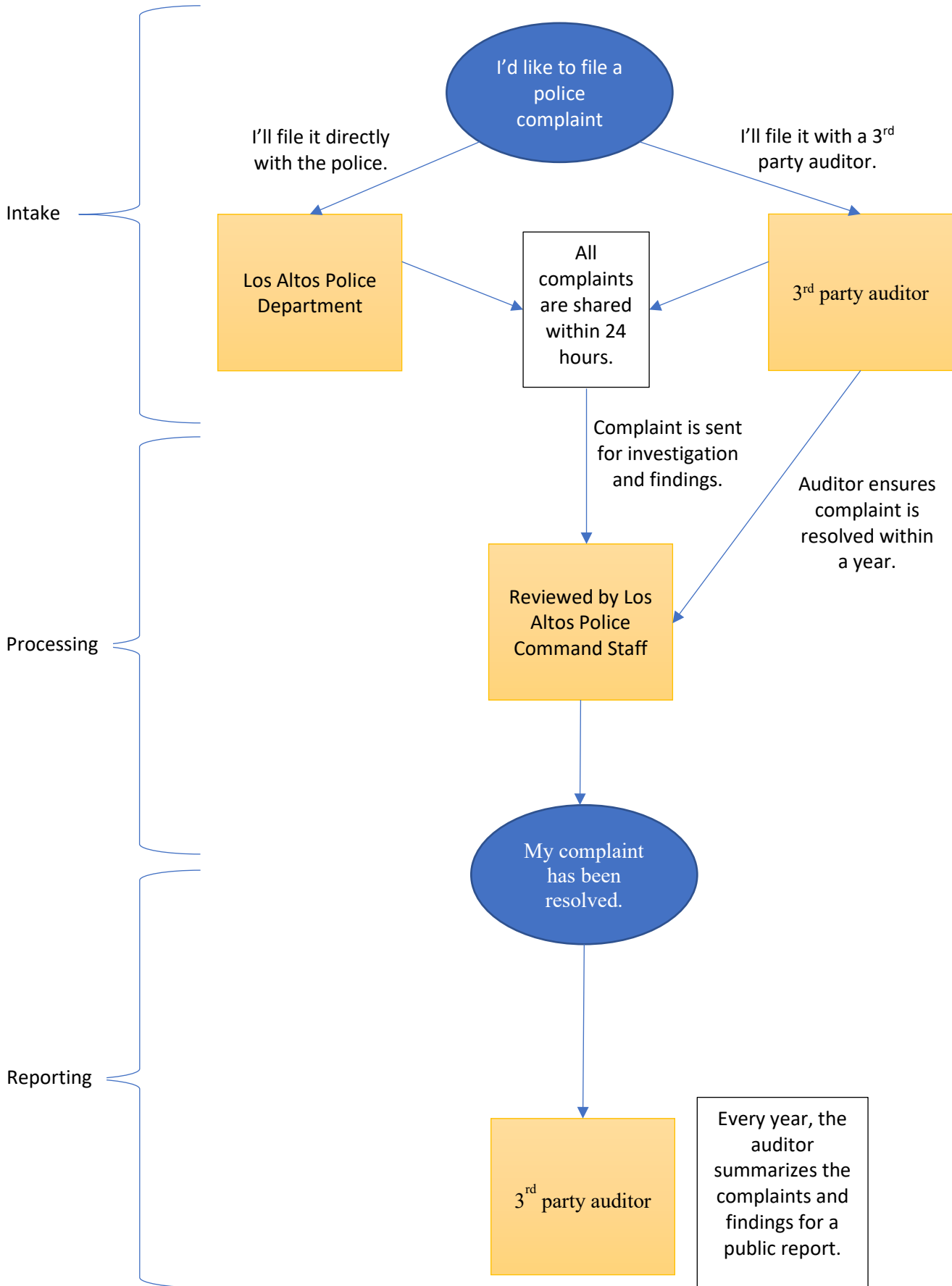
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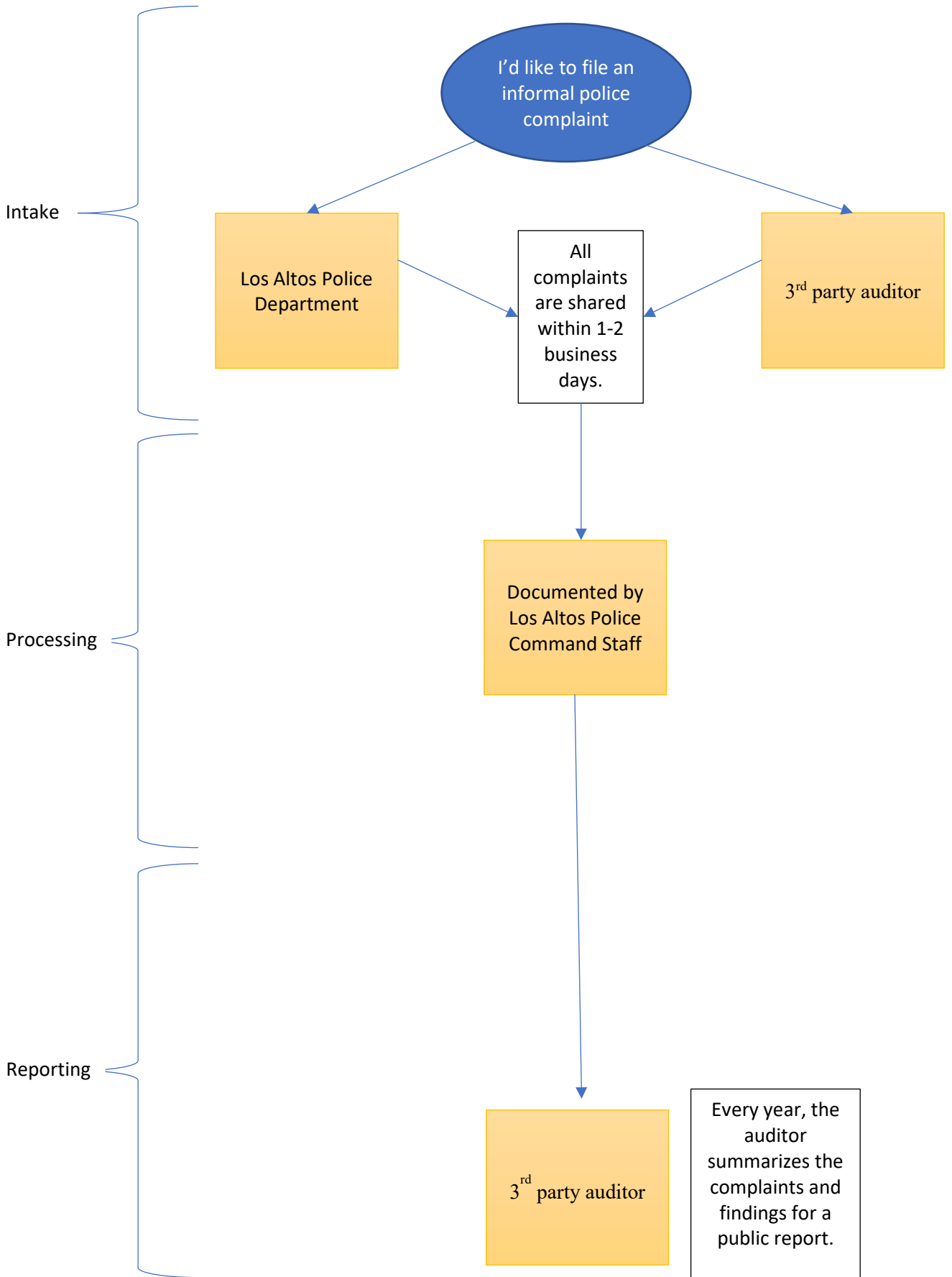
1. List of information to be tracked for complaints
2. Draft complaint process flow charts for City website

Complaint Information to be tracked

1. Ethnicity of complainants
2. Gender of complainants
3. Age of complainants
4. Whether complainants are residents or non-residents
5. Types of complaints (force, procedure, courtesy, search & seizure, arrest & detention, conduct unbecoming, neglect of duty, and bias-based policing)
6. Gender of subject officers
7. Years of experience of subject officers
8. Discipline imposed on subject officers by the Department
9. Force complaints: type of force used, level of injuries, location of force applied
10. Number of complaints previously received against subject officers
11. Dispositions of all complaints (sustained, not sustained, exonerated, unfounded)
12. Ethnicity of subject officers
13. If an Informal Complaint is escalated to a Formal Complaint or otherwise assigned by PD to an Investigation, record who made the decision to escalate and record the date that decision was made. Include a reference in the tracking for the informal complaint to the subsequent formal investigation and continue to track as a formal complaint
14. Name and contact information of complainant*
15. Name and badge number of subject officer(s)*
16. Format in which Complaint was submitted; e.g., online, webform, paper copy, emergency call, non-emergency call, in person.
17. Whether the complaint was submitted to PD or to 3rd party auditor
18. Name(s) of assigned investigating personnel and whether they are internal to PD or an outside (contracted) entity
19. Annotate if the complaint is escalated to the District Attorney (DA) for further processing.
20. Record these process milestones (doing so insures the 3rd party auditor is staying atop the task of timely resolution of complaints/investigations):
 - a. Date of complaint submission to PD and/or 3rd party Auditor
 - b. Date complaint shared between PD and 3rd party Auditor
 - c. Date complaint assigned to investigative personnel
 - d. All Date(s) the 3rd party auditor contacts PD for status of ongoing complaint
 - e. Date complaint resolved
 - f. Date complainant is informed and given copy of resolution
 - g. If applicable, record the date the complaint is escalated to the DA

*NOTE: Neither names and/or badge numbers of Complainants and Subject Officers shall be included in the Annual Report generated by the 3rd party auditor.





Note: At any time, an informal complaint can become a formal complaint



SCHOOL RESOURCE OFFICER POSITION DESCRIPTION

The School Resource Officer (SRO) serves as a liaison position between local schools and the police department. The SRO functions as a police officer in the school setting, developing a positive relationship with the schools, students, parents, and the community.

The SRO balances the role of a law enforcement officer with that of a counselor and an educator and is also trained as a certified D.A.R.E. instructor to handle public speaking events. The SRO is also highly trained in internet predator safety and cyber bullying.

The goals of the SRO are to:

- Develop positive relationships with schools, students, parents, and community
- Serve as a resource, counselor, and educator
- Deliver D.A.R.E. (Drug Abuse Resistance Education)
- Deliver education on cyber bullying prevention
- To divert students from entering the criminal justice system by providing alternative options
- To intervene in crisis situations so students are, e.g., transported to mental health facilities and not juvenile hall
- To train school staff on campus threat response

The SRO serves for a period of three-years.



DISCUSSION ITEM

Agenda Item # 10

AGENDA REPORT SUMMARY

Meeting Date: November 24, 2020

Subject: Commission Recommendations Regarding Bocce Ball Donation and Grant Park Master Plan

Prepared by: Donna Legge, Recreation and Community Services Director

Approved by: Chris Jordan, City Manager

Attachment(s):

1. Park and Facility Improvements Identified for Grant Park

Initiated by:

Senior Commission

Parks and Recreation Commission (PARC)

Previous Council Consideration:

None

Fiscal Impact:

The following project will cost approximately \$75,000 and is included in FY 2020-21 operational park budget for professional consultant services, funded by the General Fund. Breakdown of funds to be used:

- o \$75,000 General
 - Amount already included in approved budget: Yes
 - Amount above budget requested: 0

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- Does Council want to consider the recommendation from staff, Senior Commission and Parks and Recreation Commission to engage a landscape architect consultant to facilitate a comprehensive public outreach process, including the PARC Grant Park Master Plan Subcommittee and develop a Grant Park Master Plan?
- Does Council want to consider the recommendation from staff, Senior Commission and Parks and Recreation Commission to defer the acceptance of a donation of \$20,000 from the Rotary Endowment Fund and \$20,000 from the Los Altos Legacies for the construction of two bocce ball courts, until a Master Plan is completed and priorities are determined for Grant Park?

Reviewed By:

City Manager

CJ

City Attorney

JH

Finance Director

SE



Subject: Commission Recommendations Regarding Bocce Ball Donation and Grant Park Master Plan

- Does Council want to request the Los Altos Legacies and Rotary Endowment Fund to be flexible in the allocation of monies offered [to the City], based on the priorities of the Grant Park Master Plan?
- Does Council want to respectfully decline the donation offer from the Rotary Endowment Fund and Los Altos Legacies?

Summary:

- The Senior Commission recommends that Council support the pursuit of a Grant Park Master Plan to include bocce ball
- The PARC established a Grant Park Master Plan Subcommittee
- The PARC recommends that Council authorize [to produce] a Grant Park Master Plan
- The PARC recommends that Council request that the Legacies and Rotary are flexible in the allocation of monies offered based on the priorities of the Grant Park Master Plan

Staff Recommendation:

Staff recommends that City Council acknowledge the most recent offer of \$20,000 from the Los Altos Legacies and \$20,000 from the Rotary Endowment Fund to build two bocce ball courts in Grant Park, including the deferral of a decision to accept or not accept the donation after Grant Park priorities have been identified through a comprehensive public outreach process.

It is recommended that City Council authorize staff to proceed with engaging a landscape architect to work with staff and the PARC Grant Park Master Plan Subcommittee to coordinate the public process and a site specific master plan for Grant Park.

Purpose

Consider recommendations from the Senior Commission and the PARC to engage a landscape architect to prepare a Grant Park Master Plan including a comprehensive public process.

Background

Prior to programs being vacated from the Hillview Community Center in March 2019, there was an average of 56 participants that utilized two bocce ball courts on Monday, Wednesday, Thursday, and Friday, on an informal, drop-in basis. After Hillview closed and prior to the COVID -19 shelter-in-place orders, an average of 20 bocce ball participants, each week, utilized available courts at Cuesta Park located in the city of Mountain View – 2.4 miles or a 5-minute drive from Grant Park.

The Los Altos Legacies representative King Lear spoke during the public comment portion of the Senior Commission meeting on October 7, 2019, proposing to fund the development of two



Subject: Commission Recommendations Regarding Bocce Ball Donation and Grant Park Master Plan

permanent bocce ball courts at Grant Park with a \$20,000 contribution. In addition, King spoke during the public comment portions of the Parks and Recreation Commission meeting on October 16, 2019 and the City Council meeting on October 22, 2019.

During the public comment portion of the Senior Commission meeting on December 2, 2019, King announced that the Los Altos Rotary Club Endowment Fund (Rotary) matched the Legacies' donation of \$20,000, proposing a \$40,000 donation for new bocce ball courts at Grant Park.

Per the Donation Policy, any contribution made to the City of Los Altos valued to be greater than \$10,000, the acceptance (or not) of the contribution shall be placed upon the agenda of the City Council for its consideration. A letter to the donor(s) shall be sent following the Council's action, informing the person(s) of the Council's decision. Due to the nature of the offer, staff recommended that the Parks and Recreation Commission, as well as the Senior Commission, review the donation proposal and forward both recommendations to City Council.

At its regular meeting of December 11, 2019, the PARC recommended that the Senior Commission review the bocce ball proposal first and share their recommendation with the Parks and Recreation Commission at a future meeting.

On January 6, 2020, staff presented an analysis of the bocce ball proposal to the Senior Commission, including six optional locations for placement in Grant Park with an estimated cost of \$56,925. This includes public outreach, Commission and City Council meetings, design, construction, grading, drainage, and a contingency. The estimate was based on the cost of the two bocce ball courts being built at the new Los Altos Community Center. The estimate did not include costs associated with surveying, soil testing or shade structures.

The Senior Commission continued its discussion of bocce ball at its regular meetings on February 3 and March 2, 2020. Based on opposition and comments from the public, staff recommended that the Senior Commission consider a comprehensive public outreach process to determine the interest in bocce ball compared to other desirable amenities and priorities. Staff shared the park and facility improvements for Grant Park, that have already been identified by the City (Attachment 1). In consideration of the various improvements and the uncertainty that bocce ball was a preference, staff is recommended that the Senior Commission consider the pursuit of a site-specific master plan for Grant Park.



Subject: Commission Recommendations Regarding Bocce Ball Donation and Grant Park Master Plan

Definition of a Site Master Plan

The National Recreation and Park Association (NRPA) produces research, education and policy initiatives including Park and Recreation Standards for operations and maintenance as well as accreditation and certification. According to the NRPA publication of “Management of Park and Recreation Agencies”

A site master plan refers to a drawing that is completed or contemplated, with all the physical modifications shown or proposed. A site master plan shows all the facilities, the vegetation (existing and proposed), circulation routes (roads, paths, trails), service and maintenance areas, parking, playgrounds, and all appropriate accommodations. A preliminary cost estimate will be prepared to see how the planned park documents work within an existing or proposed budget. Community input will help ensure that the plan is comprehensive and fair. This includes an ongoing strategy or process that encourages the residents to contribute suggestions and communicate ideas and concepts. The steps in a design process may vary by designer but generally includes research, inventory, synthesis, preliminary design, final design, implementation, and evaluation.

At its regular meeting of March 2, 2020, the Senior Commission recommended that the bocce ball courts be included in a greater [Grant Park] master plan process.

Discussion/Analysis

A regular discussion by the PARC includes exploring park improvements and amenities that can be flexible, multi-use and serves the greater population in the least amount of space. Parkland is a valuable commodity given the limited acreage (45 acres) the City has available.

The Hillview Community Center included a City Senior Program and was combined with the Grant Park Senior Program (volunteer-based) when Hillview was closed in March 2019. The Grant Park Community Center is intended to be a shared attraction for the community, to include all ages, interests, and ability levels. The original Grant Park Senior Program that was initiated five years ago, will remain at Grant Park once the new Community Center opens.

At its regular meeting of July 8, 2020, the PARC appointed Commissioners Dailey, Morris and Yeh to serve on a Grant Park Master Plan Subcommittee to evaluate Grant Park and conduct a preliminary



Subject: Commission Recommendations Regarding Bocce Ball Donation and Grant Park Master Plan

needs assessment, working with staff if/when a recommendation for a consultant is deemed appropriate.

At the regular PARC meeting of August 12, 2020, staff presented a revised offer from the Legacies committing to a \$30,000 donation for two bocce ball courts at Grant Park with a condition that the donation be accepted by City Council, prior to December 31, 2020. Should the City not accept the offer by that date, the conditional offer would expire. This was not the case with the \$20,000 donation offered by the Rotary Endowment Fund. After much deliberation, the PARC tabled the discussion to the next regular meeting.

At the September 9, 2020, meeting, staff shared the following update from King Lear:

The Los Altos Legacies board has decided to go back to our original letter offer of \$20K with no expiration date. Both charitable fund offers are now back to being the same for a total of \$40K [including \$20K from the Rotary Endowment Fund].

The bocce idea was excellent, timely, and generous a year ago and may be a good idea in the future. But now we have a continuing pandemic and other issues complicating life for the City. There is a reduction in city revenues, a large hit on our city recreation programs and fees, staff has to plan on moving into the new community center, and we are electing three council members. Bocce is a low priority compared with all this.

In a year or so when it is clear if and how senior programs will be staffed at Grant Park, then the City can check in with us, if you are interested in the bocce gift idea. It is possible that the gift amount could be increased above \$40K total, depending on the estimated project cost.

King further advised staff and the PARC to table the issue until sometime later, probably in 2021 when the recreation department finds a new normal or when a Grant Park Master Plan is completed.

Due to the late hour and reports that the Grant Park neighborhood experienced a power outage, the PARC recommended tabling the agenda item to the next meeting.

On October 14, 2020, the PARC made the following recommendations to City Council:

- 1) Authorize [staff] to produce a Grant Park Master Plan.
- 2) City Council request that Legacies and Rotary are flexible in the allocation of monies offered based on the priorities of the Grant Park Master Plan.



Subject: Commission Recommendations Regarding Bocce Ball Donation and Grant Park Master Plan

Options

- 1) Direct staff to draft a letter on behalf of the City Council to acknowledge the most recent offer of \$20,000 from the Los Altos Legacies and \$20,000 from the Rotary Endowment Fund to build two bocce ball courts in Grant Park, including the deferral of a decision to accept or not accept the donation after Grant Park priorities have been identified through a comprehensive public outreach process.

It is recommended that City Council authorize staff to proceed with engaging a landscape architect to work with staff and the PARC Grant Park Master Plan Subcommittee to coordinate the public process and a site specific master plan for Grant Park.

Advantages: Grant Park priorities are determined in a fair and inclusive public process. The City will obtain a professional and carefully planned park design for Grant Park including priorities, funding options, cost estimates, proposed phases and coordinated efforts with community input.

Disadvantages: The Grant Park Master Plan process will take time and careful planning in response to the pandemic.

- 2) Direct staff draft a letter on behalf of the City Council to acknowledge the most recent donation offer and request that the Los Altos Legacies and Rotary Endowment Fund be flexible in the allocation of monies offered, based on the priorities of the Grant Park Master Plan?

Advantages: Confirm commitment from donors to consider funding a park or facility improvement based on public input and priorities. Receive an alternative funding source for a future Grant Park project. Continue to foster positive relationships with local non-profits that support the City and community programs and services. Know in advance the commitment from the Legacies and Rotary Endowment Fund.

Disadvantages: The legacies and the rotary Endowment Fund may be offended by the request or may not be able to be flexible.

- 3) Direct staff to draft a letter on behalf of the City Council to respectfully decline the donation offer from the Legacies and Rotary Endowment Fund for two bocce ball courts in Grant Park?



Subject: Commission Recommendations Regarding Bocce Ball Donation and Grant Park Master Plan

Advantages: Recognize significant opposition from concerned neighbors and residents.

Disadvantages: Legacies and Rotary Endowment Fund may be offended.

- 4) Do not authorize staff to proceed with engaging a landscape architect to work with staff and the PARC Grant Park Master Plan Subcommittee to coordinate the public process and a site-specific master plan for Grant Park.

Advantages: None

Disadvantages: Lack of a strategic plan based on public input.

Recommendation

The staff recommends Option 1.

Park and Facility Improvements Identified for Grant Park

2002 General Plan – Open Space, Conservation & Community Facilities Element

OCC 6: RECREATION PLAN

Develop and periodically update a Recreation Plan, which addresses existing and future facilities and services. In implementing and updating the plan, focus on retrofitting and improving the existing facilities and constructing new facilities in the most cost-effective manner. Improvements and new construction will implement requirements of the ADA.

- 6) Encourage use of community parks and facilities for cultural activities, special events and programs.
- 7) Adopt and maintain a capital improvement program for parkland acquisitions, improvements, existing park retrofits and recreational facilities, and a phasing schedule for commitment of resources including the design and construction of facilities.

OCC 8: RECREATION PROGRAMS AND FACILITIES

Provide a full range of recreational opportunities to serve the community.

- 6) Continuing work with the Hillview Senior Center and Garden House [Grant Park Seniors] to identify the available programs and facilities for seniors, and looking for ways to augment them where appropriate.
- 8) Developing new recreation programs to reflect the changing needs and interests of Los Altos residents.

2012 Parks Plan

Grant Park recommendations:

- Look for opportunities to provide shaded seating through planting of trees
- Complete the Grant Park Renovation CIP which includes replacing lighting, benches, and the pathway
- Complete the Grant Park Jogging Trail CIP

* The Parks Plan does not address recreation facilities, programs or events.

PARC Capital Improvement Program Recommendations

During the FY 2020-21 Budget & the Five-year (FY 2020-21 to FY 2023-24) Capital Improvement Program process, the PARC recommended the replacement of the Grant Park playground.

The playground equipment at Grant Park will be at the end of its 15-year expected life span. Pour in Place rubber should be considered as an addition to the playground to increase safety, increase inclusion for children with disabilities, and reduce maintenance costs.

The Grant Park playground renovation is scheduled for consideration in FY 2021-22. Park-in-lieu Funds in the amount of \$350,000 are allocated but require City Council approval.

City Council Capital Improvement Plan Priorities

At its regular meeting on September 24, 2019, staff facilitated the prioritization of the Capital Improvement Program with City Council. The following projects are listed as tabulated and approved by Council:

1. Police Department Renovation
2. Annual Pavement Improvement
3. ***Grant Park Community Center**
4. Los Altos Youth Center
5. Parks Renovation
6. City Hall Renovation
7. Garden House Renovation
8. Public Pool Study
9. Halsey House

*Staff has identified the following Grant Park Community Center and Park improvements that include, but are not limited to electrical upgrades, sustainable and efficient heating and cooling system, shade canopies, preschool room features, expansion of basketball courts, access to hot water (post COVID-19), storage, parking and consideration of a catering kitchen.

Parks and Recreation Commission Work Plan

At a special meeting on April 22, 2020, the PARC approved the FY 2020-21 Work Plan and shared it with City Council at their joint annual meeting on May 5, 2020. The following playground projects could be considered at Grant Park:

Goal: Aim for high quality parks and facilities:

Project: Inclusive Playground Features - Explore additional inclusive features (1 or 2) at each playground.

Project: Outdoor Adult Fitness - Determine placement for inclusive outdoor fitness components and equipment for adults.

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: Letter in opposition of Grant Park Bocce Ball
Date: Monday, November 9, 2020 8:16:18 AM

From: Bahi Oreizy [REDACTED]
Sent: Monday, November 9, 2020 7:35 AM
To: City Council <council@losaltosca.gov>
Subject: Letter in opposition of Grant Park Bocce Ball

To City Council:

I am a resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration,

Bahi Oreizy, Architect.Principal

360 Design Studio



From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: City Council Meeting Nov 10; Grant Park
Date: Monday, November 9, 2020 9:43:57 AM

From: Becky sarabia [REDACTED]
Sent: Monday, November 9, 2020 9:25 AM
To: City Council <council@losaltosca.gov>
Subject: City Council Meeting Nov 10; Grant Park

To City Council:

I am a resident of South Los Altos and use Grant Park frequently. I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

This is similar to the same issues we had at Mckenzie Park! Why does the council continuously want to take away precious green space in favor of small groups?

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

I wholeheartedly agree with the above. There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration,

Rafael and Becky Sarabia

1427 Miramonte Ave

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: Bocce Ball courts still a *BAD* Idea
Date: Sunday, November 8, 2020 2:39:47 PM

Sent from my iPad

Begin forwarded message:

From: Big Wave_Dave [REDACTED]
Date: November 8, 2020 at 2:29:25 PM PST
To: City Council <council@losaltosca.gov>
Subject: Bocce Ball courts still a *BAD* Idea

I live near Grant park and my family has been here since 1960. I wrote to the council a few weeks ago detailing why I do not want to waste precious land resources on the pet project of a greedy few.

Given how strong the opposition is to this project it makes me wonder if there is some quid-pro-quo with council members as it appears that outsiders from our neighborhood are conspiring against the neighbors and would like to impose their selfish desires upon us, the Grant Park neighbors.

A Bocce Ball court is still a bad idea for the following reasons I've mentioned in earlier correspondence:

- The park is incredibly well used by the neighborhood as is. Basketball courts, playground, the field next to the basketball court, the main 'soccer' field and tree'd forest area are fully utilized along with the walking path. I walk my dog in that tree'd area nearly every day.
- Stealing land from the proposed areas impacts existing users of the park negatively. Grant park is too tiny for such a development.
- Bocce Ball only serves a few individuals and will not be used. Witness the already under-used Bocce Ball courts at Cuesta and Blackberry Farm parks nearby. You can go play Bocce ball right now with no waiting!
- A new court is already planned at Hillview - It's sheer lunacy to waste precious resources on a *redundant*, pointless project. It's a waste of city revenue when we could be spending it on something useful. Donated funds will be insufficient to complete the project and our city gets to pick up the recurring cost when we should be using funds to maintain well-used facilities.
- Having the courts encourages non-neighbors to use tiny neighborhood Grant Park as a destination -- It can't handle it as there is already insufficient parking and degrades the neighborhood with additional traffic.

Sincerely,
David Munoz

Alford Avenue, Los Altos

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: Grant Park Bocce Ball Courts
Date: Monday, November 9, 2020 1:28:20 PM

From: Brenda Blanchar [REDACTED]
Sent: Monday, November 9, 2020 12:56 PM
To: City Council <council@losaltosca.gov>
Subject: Grant Park Bocce Ball Courts

To City Council:

I am a resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

Thank you for listening to the neighbors of Grant Park!

Brenda Blanchar

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: Bocce Ball Court at Grant Park
Date: Sunday, November 8, 2020 6:28:33 PM

Sent from my iPad

Begin forwarded message:

From: c fen [REDACTED]
Date: November 8, 2020 at 5:43:20 PM PST
To: City Council <council@losaltosca.gov>
Subject: Bocce Ball Court at Grant Park
Reply-To: c fen [REDACTED]

Dear City Council:

I am a resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- remodeling of the kitchen so seniors can have their lunches at the Grant Park Senior Center.

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come

together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration,

...

Best regards,
Carol Fenwick

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: Oppose to GRANT PARK BOCCE BALL COURT
Date: Sunday, November 8, 2020 6:28:22 PM

Sent from my iPad

Begin forwarded message:

From: carmen chan [REDACTED]
Date: November 8, 2020 at 5:31:07 PM PST
To: City Council <council@losaltosca.gov>
Subject: **Oppose to GRANT PARK BOCCE BALL COURT**

To City Council:

I am a resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come

together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration,

Carmen Chan

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: Your Support is Greatly Appreciated
Date: Sunday, November 8, 2020 2:38:41 PM

Sent from my iPad

Begin forwarded message:

From: [REDACTED]
Date: November 8, 2020 at 1:33:47 PM PST
To: City Council <council@losaltosca.gov>
Subject: **Your Support is Greatly Appreciated**

To City Council:

I am a resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration,
June & Aram Darmanian
1595 Ben Roe Drive

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: Bocce ball courts
Date: Sunday, November 8, 2020 2:40:42 PM

Sent from my iPad

Begin forwarded message:

From: Lindy Davis [REDACTED] >
Date: November 8, 2020 at 1:38:44 PM PST
To: City Council <council@losaltosca.gov>
Subject: **Bocce ball courts**

Los Altos City Council,

I have been a resident on Middleton Ave since 1995. I have raised three children here, and now am a foster mother to little ones. Grant Park was, and remains, a place to run free and be joyous in a sweet and easily accessible neighborhood spot.

I feel so strongly that Bocce Ball Courts NOT be put in. I feel that this is not a collective neighborhood endeavor, rather it entitles a few with the very narrow interest of bocce ball to take away a spot that so many can now use in wonderfully varied ways.

It is also my understanding that the donation does not cover the full costs of construction, let alone ongoing maintenance. This strikes me as truly unfair to burden us collectively for something that will be desired by very few.

In talking with neighbors, it is my personal observation that a huge majority are dismayed at the thought of Grant Park being altered so greatly by bocce ball courts.

I respectfully ask that you all hear our voices and vote to maintain Grant Park as the neighborhood oasis that it is.

Most sincerely,
Elizabeth Davis
1860 Middleton Avenue
Los Altos 94024

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: No on Bocce Ball Courts @ Grant Park. C. Douglas / Los Altos
Date: Monday, November 9, 2020 10:52:52 AM

From: Chet Douglas [REDACTED]
Sent: Monday, November 9, 2020 10:44 AM
To: City Council <council@losaltosca.gov>
Subject: No on Bocce Ball Courts @ Grant Park. C. Douglas / Los Altos

To Los Altos City Council:

I am a 25 year resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meeting space all year long, rain or shine
- Build / Repair or add new walking path around the park (part of which is dirt)
- Fix existing infrastructure that is old and needing replacing, like fence near front walk-way, sprinklers that don't work, night lighting - none of which are bocce ball courts

>> Add seating and benches near the buildings and at the playground

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, picnics spaced during pandemic, frisbee, football, baseball, cricket, or just free play. Families, local small businesses and students use the space for meetings or studying. The overflow grass area by hoops courts is ONLY place for kids / dogs (on leash) to play when main field is being used by

leased organizations.....like soccer clubs. The city may benefit from club team leases, but citizens/kids need a place to recreate if main field being used.

Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration,
Chet Douglas

Chet M. Douglas
Los Altos, Ca.



From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: Bocce Ball Courts at Grant Park
Date: Sunday, November 8, 2020 2:38:57 PM

Sent from my iPad

Begin forwarded message:

From: Stephen Flynn [REDACTED]
Date: November 8, 2020 at 1:36:15 PM PST
To: City Council <council@losaltosca.gov>
Subject: **Bocce Ball Courts at Grant Park**

To City Council:

I am a resident of the Highlands neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the Grant Park neighborhood are asking for the donations be used to:

- Maintain the neglected buildings at Grant Park and provide South Los Altos with meeting space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

The bocce ball courts will take up lots of valuable useable green space in the park and will actually benefit very few Los Altos residents. There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is

focused on maintaining the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you,
Steve Flynn
924 St. Joseph Ave.
Los Altos, CA 94024



From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: Grant Park Master Plan
Date: Sunday, November 8, 2020 2:39:13 PM

Sent from my iPad

Begin forwarded message:

From: Freddie Park [REDACTED]
Date: November 8, 2020 at 2:05:47 PM PST
To: City Council <council@losaltosca.gov>
Subject: Grant Park Master Plan

Dear Council Members,

I am writing to urge you to vote to proceed with a Master Plan for Grant Park and to defer the donations to a date uncertain after the completion of the Master Plan. Should bocce ball courts be of interest to the majority of residents who frequent Grant Park, then the Council could ask the Legacies and the Rotary Club if they are still interested in funding the courts. It's important that the majority of residents that frequent Grant Park have their voices heard and that the Council abide by their wishes.

Respectfully,

Freddie Park Wheeler
[REDACTED]

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: Grant Park Bocce ball court - dissenting vote
Date: Monday, November 9, 2020 6:13:59 AM

Sent from my iPad

Begin forwarded message:

From: "V. Chandrasekaran" [REDACTED]
Date: November 8, 2020 at 9:07:50 PM PST
To: City Council <council@losaltosca.gov>
Subject: Grant Park Bocce ball court - dissenting vote
Reply-To: "V. Chandrasekaran" [REDACTED]

To City Council:

I am a resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant

Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration,

[Sent from AT&T Yahoo Mail on Android](#)

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: No to Bocce Ball court at Grant Park
Date: Monday, November 9, 2020 6:13:34 AM

Sent from my iPad

Begin forwarded message:

From: Geetha CHANDRASEKARAN [REDACTED]
Date: November 8, 2020 at 10:45:53 PM PST
To: City Council <council@losaltosca.gov>
Subject: No to Bocce Ball court at Grant Park

To City Council:

I am a resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in

camaraderie and learning in 2021 and beyond.

Thank you for your consideration!

Geetha(Grant Park neighborhood resident)

Get [Outlook for iOS](#)

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: ABSOLUTE NO to ruining GRANT PARK with a Bocce Ball Court!!!
Date: Sunday, November 8, 2020 3:21:48 PM

Sent from my iPad

Begin forwarded message:

From: Reena Kapoor [REDACTED]
Date: November 8, 2020 at 2:42:55 PM PST
To: City Council <council@losaltosca.gov>
Subject: **ABSOLUTE NO to ruining GRANT PARK with a Bocce Ball Court!!!**

Hello Los Altos City Council:

I am a resident of the Grant Park neighborhood and I am expressing my STRONG OPPOSITION to the construction of bocce ball courts in the green space at Grant Park. HOW IS THIS EVEN A PRIORITY?

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for OFF LEASH DOG HOURS which would require MINIMAL investment (in a few signs perhaps) AND a few other priorities such as:

- Renew the neglected buildings at Grant Park
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

There is resounding, **overwhelming resident opposition to bocce ball courts** in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration!

Thanks!

Reena

[My book of Poetry is here! Arrivals & Departures on Amazon!](#)
[Latest Reviews: "What moves you?" in India Currents and "Women crossing borders" in NRI Pulse!](#)



Reena Kapoor

[Redacted]

[Redacted]

From: [Donna Legge](#)
To: [Public Comment](#)
Subject: FW: [External Sender]Bocce court funding offer for Grant Park
Date: Saturday, November 7, 2020 6:00:46 PM

FYI

Donna Legge
City of Los Altos
Recreation & Community Services Director
Office: 650.947.2889

----- Original message -----

From: King Lear [REDACTED]
Date: 11/7/20 5:16 PM (GMT-08:00)
To: City Council <council@losaltosca.gov>
Cc: Paul Gonella [REDACTED], Ellen Akerlund-Gonella [REDACTED], Sue Pierce <[REDACTED]>, Gabrielle Tiemann [REDACTED], Tanya DeMare [REDACTED], Donna Verna [REDACTED], Donna Legge <dlegge@losaltosca.gov>
Subject: [External Sender]Bocce court funding offer for Grant Park

Dear Mayor and members of the City Council:

The offers from the Los Altos Legacies and Los Altos Rotary Endowment Fund do not have an expiration date. There is no need to decide at this time whether to accept the offers.

The idea behind the offers was to provide outdoor recreation for seniors in Grant Park similar to and concurrent with the new bocce courts at Hillview. Not only does this treat south Los Altos seniors equitably, but it also opens the possibility of forming a N/S Los Altos bocce league for even more fun and socialization for seniors throughout the city. There are no outdoor recreation facilities in Grant Park appropriate for seniors in their 70's and 80's.

Bocce is recognized nationwide as a very successful outdoor recreation for seniors. It is physical, outdoors, social for men and women, and fun. Most of our players are in their 80's, but the game is fun for all ages. Bocce is very successful here in Los Altos if associated with a senior center where there is a staffed senior lounge. The lounge keeps the equipment, enforces reservations, and provides an after game club room. Seniors playing bocce would become customers for other senior programming at Grant Park and participants drawn to senior programs would be tempted to try out bocce. The benches beside the courts help people get started as observers. This is a form of social engineering. 1 + 1 can equal 3.

If there is no staffed senior lounge during weekdays, then bocce courts may be a waste of money. So this is an important consideration at Grant Park.

We hear commissioners saying that maybe seniors would prefer outdoor exercise structures in Grant Park rather than bocce courts. This would be similar to telling bridge players that the city has decided they should start doing push-ups instead of playing bridge. Exercise is good, but it is not fun and it is not social. A park design expert knows this. You can do both, but exercise is not a substitute for a fun game.

So, here are our recommendations:

1. Decide if the city is going to staff a senior lounge at Grant Park on weekdays with employees and/or volunteers.
2. If and when the answer is yes, then tell this to the park designer you hire and state that the City has an offer of \$40K or more to help pay for bocce courts if an acceptable location can be found and if bocce is accepted as a good idea for the park.
3. If the city should decide that bocce would be a good idea, then cost it out and let us know the cost. Our charitable funds might individually consider increasing our offers, if appropriate, at that time.

I will not be participating in your meeting, but if anyone has questions, please email me.

Best Regards, King Lear

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: No on Bocce Courts
Date: Sunday, November 8, 2020 2:40:14 PM

Sent from my iPad

Begin forwarded message:

From: Marji Karlgaard [REDACTED]
Date: November 8, 2020 at 1:39:40 PM PST
To: City Council <council@losaltosca.gov>
Subject: No on Bocce Courts

Please read before November 10 City Council Meeting.
On October 14, the Parks & Rec Commission recommended asking the bocce ball donors to consider allowing their donation to be used for other improvements at Grant Park besides bocce ball – I support their recommendation in the following letter.

November 9, 2020

To Los Altos City Council:

I am a resident adjoining the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos who use the park every day.

Residents of the neighborhood are asking that the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts.

There is resounding and overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space.

Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. The current setting is ideal for families of all ages, with the playground equipment for younger children and wide open space for other activities for

older kids or adults.

Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation. However, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration,

Marji and Rich Karlgaard

1250 Montclair Way

Los Altos, CA 94024

...

Marji Karlgaard



From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: Grant Park
Date: Sunday, November 8, 2020 2:41:14 PM

Sent from my iPad

Begin forwarded message:

From: [REDACTED] >
Date: November 8, 2020 at 2:40:40 PM PST
To: City Council <council@losaltosca.gov>
Subject: Grant Park
Reply-To: [REDACTED]

To City Council:

I am a resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in

camaraderie and learning in 2021 and beyond.

Thank you for your consideration,

Marti Gibeau...

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: GRANT PARK BOCCE BALL COURT PROPOSAL
Date: Monday, November 9, 2020 11:09:34 AM

From: Peter Mehring <[REDACTED]>
Sent: Monday, November 9, 2020 11:04 AM
To: City Council <council@losaltosca.gov>
Subject: Re: GRANT PARK BOCCE BALL COURT PROPOSAL

To City Council:

I am a resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day. While I appreciate funds have been donated for the bocce ball courts, they are not a desired addition to Grant park.

Grant Park is a great neighborhood “watering hole” as it offers wide open green space for families to picnic, play and visit with their neighbors. The green space is often used for ad hoc games with neighborhood children, spanning from tag football, catch, frisbee, cricket, tag and other games. If anything, the fields would benefit from improved drainage, as the area near the basketball court can get rather muddy during the cooler months.

A dedicated, fixed function facility such as a bocce ball court is not needed, as it directly detracts from the open green space that can be flexible in use for a large variety of activities. Improvements should be targeted at multi-use projects that would be flexible in their use, and preserve the beautiful green spaces our neighborhood enjoys at Grant Park.

Thank you,
Peter Mehring
1936 Colleen Drive

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: Grant Park Bocce Ball Court Proposal
Date: Monday, November 9, 2020 12:16:29 PM

From: Cori Mehring <[REDACTED]>
Sent: Monday, November 9, 2020 12:13 PM
To: City Council <council@losaltosca.gov>
Subject: RE: Grant Park Bocce Ball Court Proposal

To Council Members:

I am a 25-year-resident of the Grant Park neighborhood, and would like to express my opposition to the donor proposal to build 2 bocce ball courts at Grant Park, in the green field space adjacent to the blacktop area.

I support the development of the previously proposed "Master Plan for Grant Park", and ask that the Subcommittee studying this plan seek input from the residents of our neighborhood who use and cherish this rare open space, daily!

While a monetary donation is welcome, the "strings attached" to this one appear to be designed to skip the normal protocol, sway the Council and push through a project whose impact has not been fully thought through, much less accepted by the surrounding neighbors. There is a LOT of history with interest in modifying/improving Grant Park, and this request should be folded in with the past requests - NOT given a free pass to the top of the agenda! Is it now a "Pay to Play" system in Los Altos?

Please consider the needs & desires of the residents in the Grant Park neighborhood, who have asked for Grant Park to be improved in ways the majority of its users would benefit from, such as, but not limited to:

- Adopt Off-Leash Hours for dogs, per the OLH Pilot recommended by PARC, in addition to other city parks
- Renew the neglected buildings at Grant Park and provide South Los Altos with meeting space thru all

seasons

- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items - NONE of which are bocce ball courts

I thank the Council for it's consideration.

Sincerely,
Cori Mehring

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: ABSOLUTE NO to ruining GRANT PARK with a Bocce Ball Court!!!
Date: Sunday, November 8, 2020 6:57:26 PM

Sent from my iPad

Begin forwarded message:

From: Anusuya Rao [REDACTED] m>
Date: November 8, 2020 at 6:45:37 PM PST
To: City Council <council@losaltosca.gov>
Subject: Re: ABSOLUTE NO to ruining GRANT PARK with a Bocce Ball Court!!!

I support this email below. We need a dog park to a Bocce Ball court, please!

Thanks
Anu - Los Altos Resident.

On Sun, Nov 8, 2020 at 2:42 PM Reena Kapoor [REDACTED] > wrote:

Hello Los Altos City Council:

I am a resident of the Grant Park neighborhood and I am expressing my STRONG OPPOSITION to the construction of bocce ball courts in the green space at Grant Park. HOW IS THIS EVEN A PRIORITY?

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for OFF LEASH DOG HOURS which would require MINIMAL investment (in a few signs perhaps) AND a few other priorities such as:

- Renew the neglected buildings at Grant Park
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

There is resounding, **overwhelming resident opposition to bocce ball**

courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

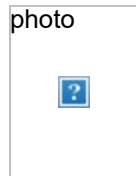
We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration!

Thanks!

Reena

[My book of Poetry is here! Arrivals & Departures on Amazon!](#)
[Latest Reviews: "What moves you?" in India Currents and "Women crossing borders" in NRI Pulse!](#)



Reena Kapoor

[Redacted]

[Redacted]

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: Grant Park \$75K expense
Date: Sunday, November 8, 2020 3:21:14 PM

Sent from my iPad

Begin forwarded message:

From: David Roode <[REDACTED]>
Date: November 8, 2020 at 2:56:41 PM PST
To: City Council <council@losaltosca.gov>
Subject: Grant Park \$75K expense

The council is considering whether to spend \$75K for an architect to draw up new plans for Grant Park. This is under the item about "Bocce Ball" on the council agenda and more information was provided Friday in the usual places for agenda publication.

To me, relative to Los Altos parks, this is arranging deck chairs on a docked ship that is not going to sale for a while, if not a sinking one. City revenues are headed down and we don't know how far yet. Bocce Ball isn't the issue. The Parks Commission has asked to have \$75K spent on a consultant. There's also talk of spending \$400K to fix up the kitchen at the old Grant Park buildings. I think both expenditures are inconsistent with the city's position. If Bocce Ball is provided even with a donation of \$40K it will cost the city an extra \$15K. Programs at Grant Park are suspended due to Covid-19.

To me, the message to the council ought to be that this is a nice idea but the time is not right.

It's even possible that Grant Park Community Center might need to be shut down. As is the case for Bocce Ball, we already have a community center opening up soon at Hillview. We don't need to make any reaction now about Grant Park. Let's wait and see what happens.

Why should Grant Park have a master plan when there is no master plan for McKenzie Park, Rosita Park, Marymeade Park, Heritage Oaks Park, etc.? Most of the localized parks in the city are in South Los Altos. Why favor Grant Park over the others?

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: Grant Park Bocce Court Proposal
Date: Sunday, November 8, 2020 3:21:36 PM

Sent from my iPad

Begin forwarded message:

From: Steve Smith [REDACTED] >
Date: November 8, 2020 at 2:47:42 PM PST
To: City Council <council@losaltosca.gov>
Subject: **Grant Park Bocce Court Proposal**

To City Council:

PART 1 of 2--NO BOCCE COURT PLEASE

=====

I am a resident of South Los Altos. For those of you who are not intimately familiar with our town, that is the poor part of Los Altos. Just sayin'. More germane is that I actually live across the street (Holt Ave.) from Grant Park, which gives me a tad more perspective on this situation.

I strongly oppose the construction of bocce ball courts in the green space at Grant Park and furthermore ask that the city of Los Altos develop a Master Plan for Grant Park ***that incorporates the input from the residents of South Los Altos that use the park every day.***

The reasons that I am opposed to bocce ball courts are twofold:

1. Grant Park offers a place where the local residents can come and socialize and increase their sense of community. This ideal was unsurpassed back in the days when dogs ran leash free (and people ran mask free). For the past score of years soccer, summer concerts, the play structures, and basketball courts have been well used by my neighbors. A bocce court impinges on that utilization.
2. Additionally, on the economic front, it is fairly cheap to build anything, but can be expensive to maintain it. In many cases, over the life of a project/capital outlay, the present value of the expected maintenance cost stream far outweighs the initial cost. So please don't be fooled by free money now that will require our city to ANNUALLY spend money later.

PART 2 OF 2--HISTORICAL NOTE

I also want to make you aware of the fact that the tree zone that runs along the fence perpendicular to Holt Ave was planted by the then parents of Grant School to represent each of California's native trees. So one area that looks like a swath of green space actually has some historical/educational perspective that should be factored in to any decision.

Thank you for your consideration of these points. I encourage you to make decisions of commission rather than decisions of omission.

Stephen J. Smith

1914 Annette Ln

Los Altos, CA 94024

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: Grant Park Proposal
Date: Sunday, November 8, 2020 6:27:35 PM

Sent from my iPad

Begin forwarded message:

From: Geoff Sonn [REDACTED]
Date: November 8, 2020 at 3:36:46 PM PST
To: City Council <council@losaltosca.gov>
Subject: Grant Park Proposal

To City Council:

I am a resident of the Grant Park neighborhood and I am expressing my opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration,

Geoff Sonn

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: Opposition to the construction of bocce ball at Grant Park
Date: Monday, November 9, 2020 11:58:28 AM

From: Jim Strawbridge [REDACTED]
Sent: Monday, November 9, 2020 11:27 AM
To: City Council <council@losaltosca.gov>
Cc: Susan Strawbridge [REDACTED]
Subject: Opposition to the construction of bocce ball at Grant Park

Dear Members of the City Council:

I am a resident of the Grant Park neighborhood, and on behalf of myself and my wife, I am expressing my **strong opposition** to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and that the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Finally, I suspect there would be far more support for a dog park at Grant Park than there is for bocce ball courts. No doubt I could find many people willing to donate to that, though I am not asking for that. I simply mention that because I would hope that the wishes of a majority of the residents would dictate what is done at Grant Park, not someone's willingness to donate funds to a pet project that caters to a few interested people. **I have lived in this neighborhood for almost 30**

years, and I have never heard anyone ever express a desire for bocce balls courts.

Thank you for your consideration,

Jim and Susan Strawbridge

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: Input Regarding Grant Park
Date: Monday, November 9, 2020 1:27:16 PM

From: Alison Takata [REDACTED]
Sent: Monday, November 9, 2020 12:48 PM
To: City Council <council@losaltosca.gov>
Subject: Input Regarding Grant Park

Dear Los Altos City Council,

I've lived in the Grant Park neighborhood for more than 25 years, and I don't remember sending input to the council -- other than voting in elections. Yet, you're receiving this email from me now because Grant Park is close to my home. Features you decide for the park will affect me and my family directly -- it matters to me.

I walk through Grant Park 2-3 times a day and during the last few years, I've noticed an increase in the number of families with young children on the play structures and on the large and small grass areas playing catch, kicking soccer balls, throwing a frisbee or just running around. You see people with blankets on the greens of the park -- not just families, but also -- believe it or not, teenagers and young adults.

I've heard, there's a donation to install 2 bocce ball courts. I do not understand why this donation does not need to be considered with other requests made for Grant Park by our community. Are there special interests that enable this item to move to the top of the agenda? There isn't much open space in the park, and dedicating a portion of it to bocce courts would limit the available space for multiple casual uses.

I request that City Council consider the wants and needs to the Grant Park community, and improve or modify the park based upon their input, especially when the donation covers only a portion of the cost.

Sincerely,
Alison Takata

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: In Opposition to Grant Park Bocce Ball Court
Date: Monday, November 9, 2020 10:54:05 AM

From: Craig Thompson [REDACTED]
Sent: Monday, November 9, 2020 10:19 AM
To: City Council <council@losaltosca.gov>
Subject: In Opposition to Grant Park Bocce Ball Court

To City Council:

I am a resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration,

Craig Thompson
1925 Kay Drive, Los Altos

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: Grant Park Bocce Ball
Date: Monday, November 9, 2020 10:53:49 AM

-----Original Message-----

From: Stephanie Vargo [REDACTED] <[REDACTED]>
Sent: Monday, November 9, 2020 10:26 AM
To: City Council <council@losaltosca.gov>
Subject: Grant Park Bocce Ball

Dear Los Altos Council Members,

I am writing today regarding your consideration of spending for a landscape plan for Grant Park that would include a bocce ball court.

I am a long time, tax paying resident of Los Altos and a registered and active voter.

I appreciate the consideration to make investments in Los Altos parks as these do create more vibrant communities.

I am concerned, however, that now is not the time to be spending this money. I believe the economic situation is far from settled and it is wise to be conservative in spending until things improve.

This might be a great idea for future consideration and I respectfully request that this be put on hold for now.

Best Regards,
-Stephanie

Sent from my iPad

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: Concern re Bocce Ball court in Grant Park
Date: Sunday, November 8, 2020 6:27:41 PM

Sent from my iPad

Begin forwarded message:

From: Vikram Visweswaraiah [REDACTED]
Date: November 8, 2020 at 3:44:27 PM PST
To: City Council <council@losaltosca.gov>
Subject: **Concern re Bocce Ball court in Grant Park**

To City Council:

I am a resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration,

-Vik and Radha

1670 Ben Roe Dr

Los Altos CA 94024

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: Grant Park Bocce ball court
Date: Sunday, November 8, 2020 6:28:12 PM

Sent from my iPad

Begin forwarded message:

From: Vimal [REDACTED]
Date: November 8, 2020 at 4:04:38 PM PST
To: City Council <council@losaltosca.gov>
Subject: **Grant Park Bocce ball court**

To the members of the city council,

I am a resident of Grant Park living on Newcastle Dr. This is my email expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I am very much in favour of keeping **as much open green space** at Grant Park. If the donation money needs to be used, based on my discussions with residents and neighbours, I think they can be used for a variety of purposes:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

My discussions with neighbours all indicate a resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. We want to keep the open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. We've seen families and students use the space for picnics or studying. While we appreciate this donation, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together.

Thank you,

--

Vimal

[REDACTED]
1939 Newcastle Dr

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: Grant Park - bocce ball court opposition
Date: Monday, November 9, 2020 8:20:14 AM

From: Waas, Previn [REDACTED] >
Sent: Monday, November 9, 2020 8:09 AM
To: City Council <council@losaltosca.gov>
Subject: Grant Park - bocce ball court opposition

Hello Los Altos City Council:

I am a resident of the Grant Park neighborhood (specifically 1951 Annette Lane, los Altos) and am expressing my OPPOSITION to the construction of bocce ball courts in the green space at Grant Park.

There is resounding, **overwhelming resident opposition to bocce ball courts** in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. I personally use the current space with my 2 young kids to play frisbee and to throw a football.

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration!

Previn Waas

1951 Annette Lane, Los Altos, CA

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v.E.1

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: Bocce Ball Court
Date: Monday, November 9, 2020 10:53:08 AM

From: Joya Whitford [REDACTED]
Sent: Monday, November 9, 2020 10:34 AM
To: City Council <council@losaltosca.gov>
Subject: Bocce Ball Court

I am against Bocce Ball Court....just because someone donates money does not allow you to proceed without regard to residents views. Very disappointed by the City Council's approach. See below....

To City Council:

I am a resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and

learning in 2021 and beyond.

Thank you for your consideration,

Joya Whitford
1613 Parkhills Avenue
Los Altos

Sent from my iPad

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: Bocce ball field in Grant Park
Date: Monday, November 9, 2020 11:59:35 AM

From: Beatrice Zelenko [REDACTED]
Sent: Monday, November 9, 2020 11:43 AM
To: City Council <council@losaltosca.gov>
Subject: Bocce ball field in Grant Park

To City Council:

I am a resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration,

Regards,

Beatrice Zelenko

[REDACTED]

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: Objection to Bocce Ball courts in Grant park
Date: Sunday, November 8, 2020 6:57:11 PM

Sent from my iPad

Begin forwarded message:

From: Dong Zheng [REDACTED] >
Date: November 8, 2020 at 6:35:25 PM PST
To: City Council <council@losaltosca.gov>
Cc: Vivian Yang [REDACTED]
Subject: **Objection to Bocce Ball courts in Grant park**

Dear Los Altos City Council members;

We (Vivian Yang and Dong Zheng, with our two children) live at 1306 Morton Ave, 1/2 mile from Grant park. I walk my dog to Grant park almost everyday, and we have two kids in Montclair. The kids and I used to go to the Grant park play structure almost everyday during summer time before Covid shut down the structure. With the recent re-opening of the Grant park playing structure, we started coming back to Grant park during day light.

I would like to express our strong opposition to the construction of bocce ball courts in the green space at Grant Park.

- 1) Don't know how many people playing Bocce ball. My family don't play it, and we are not aware of any acquaintances playing Bocce Ball either. There are two Bocce ball courts in Cuesta park, but they appear to be rarely used. Besides, Cuesta Park (2.4 miles from Grant Park) is 25 acres, Grant Park is 4 acres – it is too small for bocce ball courts.
- 2) The L-shape piece of grass in Grant park is next to the basket ball courts. In summer time, there are families with small kids playing in that area, because it is outside the soccer field, so small kids don't collide with bigger kids. It is a nice secluded area for families who don't want to mix with bigger kids. There is no reason to convert a nice piece of family grass area to an area only beneficial to few people.
- 3) Grant park is a community park to the local residents, we don't want to convert it to a place holding Bocce ball tournaments and attract crowds outside Los Altos area, we prefer it as a park for the kids living near by, so that they can walk/bike to the park and play, without worrying about crowds driving to the park.

We appreciate the donation to the park, however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration!

Best regards

Dong Zheng & Vivian Yang

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: no on bocce ball proposal
Date: Monday, November 9, 2020 4:09:05 PM

From: Yumi Ando [REDACTED]
Sent: Monday, November 9, 2020 4:03 PM
To: City Council <council@losaltosca.gov>
Subject: no on bocce ball proposal

To City Council:

I am a resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day. We feel that this process has not been democratic in that our input has not been solicited. Much of the decisions seem to have happened behind closed-door sessions. I tried to dial in to the last community meeting, but was unsuccessful.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

Cuesta Park (2.4 miles from Grant Park) is 25 acres and has bocce ball courts. Grant Park is 4 acres – it is too small for bocce ball courts. We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration,
Yumi Ando, MD

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: No Bocce courts at Grant park
Date: Tuesday, November 10, 2020 7:42:09 AM

From: Terri Catalano <[REDACTED]m>
Sent: Tuesday, November 10, 2020 4:29 AM
To: City Council <council@losaltosca.gov>
Subject: No Bocce courts at Grant park

To City Council:

I am a resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

Teresa Catalano
1391 Holt Avenue
Los Altos

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: No Bocce Balls in Grant Park
Date: Tuesday, November 10, 2020 7:42:59 AM

From: Vani Kane [REDACTED]
Sent: Monday, November 9, 2020 6:05 PM
To: City Council <council@losaltosca.gov>
Subject: No Bocce Balls in Grant Park

To the City Council:

I am a resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

Cuesta Park (2.4 miles from Grant Park) is 25 acres and has bocce ball courts. Grant Park is 4 acres – it is too small for bocce ball courts.

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration,
Vani Kane

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: Opposition to Potential Bocce Ball Court
Date: Monday, November 9, 2020 4:14:25 PM

From: Jennifer Kremen [REDACTED]
Sent: Monday, November 9, 2020 4:13 PM
To: City Council <council@losaltosca.gov>
Subject: Opposition to Potential Bocce Ball Court

To City Council:

I am a resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground (THIS IS SORELY NEEDED. WHERE ARE PARENTS SUPPOSED TO SIT TO SUPERVISE THEIR KIDS WHILE THEY PLAY, THE GROUND??)
- And several other items, none of which are bocce ball courts

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration,
Jennifer Kremen

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: Grant Park Bocce Ball
Date: Monday, November 9, 2020 4:09:20 PM

From: Harry and Rhoda Lee [REDACTED]
Sent: Monday, November 9, 2020 4:04 PM
To: City Council <council@losaltosca.gov>
Subject: Grant Park Bocce Ball

To City Council:

I am a resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration,

Sincerely Yours,
Rhoda Chung
Harry Lee
1501 Ben Roe Drive,
Los Altos, CA 94024
[REDACTED]

From: [Donna Legge](#)
To: [Public Comment](#)
Subject: FW: BOCCE BALL POLL REPORT
Date: Monday, November 9, 2020 3:37:42 PM
Attachments: [GP Bocce Ball Poll Report 10-14-20.pptx](#)

From: Frank Martin [REDACTED]
Sent: Monday, November 9, 2020 2:57 PM
To: Donna Legge <dlegge@losaltosca.gov>; Frank Martin <apfrank42@gmail.com>
Subject: BOCCE BALL POLL REPORT

Donna,

Please pass this report to city council. I will be a public speaker and talke about these results. If you need pdf version let me know.

Thanks,

Frank Martin

Grant Park Bocce Ball Conclusions

UNNECESSARY - Bocce Ball is a niche activity that serves very few Los Altos Seniors - already served by Hillview courts. 60.23% of poll residents believe that two Hillview courts are enough for Los Altos. Most towns do not have any courts and the few that do have one such as Blackberry Farm & Cuesta Park. Moreover, only Hillview has 28 active players that play an average of 56 times each week. And, the 2015 senior commission found that 10 nearby downs do not have any Bocce Ball courts at their senior centers or community centers.

TOO BIG - Bocce Ball requires dedicated space that does not fit any of our tiny parks other than Hillview where shared open space is in high demand. A primary reason that Parks and Recreation commissioners voted 7-0 against having dedicated dog parks is because they would need to take away shared open space at existing Los Altos parks.

UNWANTED – 78.1% of Grant Park Residents oppose Bocce Ball. What makes any one believe that a Grant Park Master Plan will find a different result?

Recommendation - A Grant Park Master Plan makes the most sense to determine whether residents have a different vision on the dedication plaque that calls for preserving Grant Park open space. **But, many residents do not want to have to continue to fight back against Bocce Ball – it should not be part of the equation!**

Grant Park Bocce Ball Poll Results

This Monkey-Survey poll has 430 individual responses. Here are the key findings:

336 (78.59%) of residents oppose dedicated space for Grant Park Bocce Ball location(s) at open shared play grass space near the basketball courts that is used by many instead of the few players.

329 (76.52%) want 100% of grass areas, land, and trees preserved. Meaning other Grant Park locations are opposed by residents as well. Most say Grant Park is too tiny for Bocce Ball.

363 (84.41%) want a GP Master Plan before considering Bocce Ball as a competing idea. But, most want Bocce Ball stopped now because this result is unlikely to change.

259 (60.23%) do not want Bocce Ball anyplace other than Hillview. One set of courts is enough for Los Altos. And most other towns have no courts or just one set.

347 (84.22%) do not play Bocce Ball.

330 (76.73%) use Grant Park at least once a week or more often.

367 (86.95%) believe that maintaining or improving the GP CC buildings and existing playground, basketball court, grass fields, and opens spaces should be the highest priority. Why can't donations be used for these needs instead?

Grant Park Bocce Ball Discussion

Introduction:

PARC Staff reports that 28 active players used Hillview Bocce Ball courts prior to new Hillview Community Center construction. Past usage over the last few decades is about 56 times each week – a very low usage rate for our large senior population.

A 2015 Senior Commission Survey shows there are not any Bocce Ball courts at dedicated Senior Centers at Cupertino, Menlo Park, Mountain View, Santa Clara, or Sunnyvale or for community centers at Almaden, Campbell, Foster City, Los Gatos or Saratoga. The inference suggests that Bocce Ball is not popular for most seniors. It is more like a niche activity like Rugby that has avid players but few in number.

There are few if any nearby cities that have any Bocce Ball courts located at parks at all – let alone more than one. And, most of these parks are more than 3 times as large as tiny Grant Park.

Bocce Ball uses dedicated park space that does not fit other tiny Los Altos park locations other than Hillview because the available shared space is in high demand. Bocce Ball is played by the few and does not benefit the many that used shared open space.

Moreover, fenced in dog parks have been unanimously rejected by the parks and recreation in part for this reason.

Discussion:

This poll was created to gather missing community resident input concerning whether or not Bocce Ball is needed, wanted, or necessary at Grant Park or anyplace other than Hillview. The poll included land use questions raised by Park and Recreation Commissioners after feedback received by resident emails and public speakers. The poll link was intentionally sent to a much wider area than the typical alert sent by the city to residents within 1,000 ft of a park like Grant Park. There are 430 poll responses.

This poll is not intended to address other competing programming ideas for Grant Park that may be evaluated during the process to create an updated Grant Park Master Plan other than to mention whether this might be a good idea or not.

The Monkey-Survey personal subscription limited the poll questions to 9 - not including personal information to record the names and addresses for residents 18 years. No attempt was made to verify the names and addresses match. But 4 records were eliminated because of duplicates or missing personal data.

Grant Park Bocce Ball Discussion

Discussion continued:

Each of these questions were tested in advance by a few residents to make sure the poll was easy to understand and not biased. One expert was consulted in advance to insure the poll met these criteria.

Afterward, two poll experts were consulted who concluded the poll addressed the stated needs and is unbiased. Moreover, Godbe Research says that a poll needs to have 400-500 responses in order to be valid for a city of the size of Los Altos. Given, that the count is 430 – this poll should be as valid as if Godbe Research has conducted it for the City and need not be repeated.

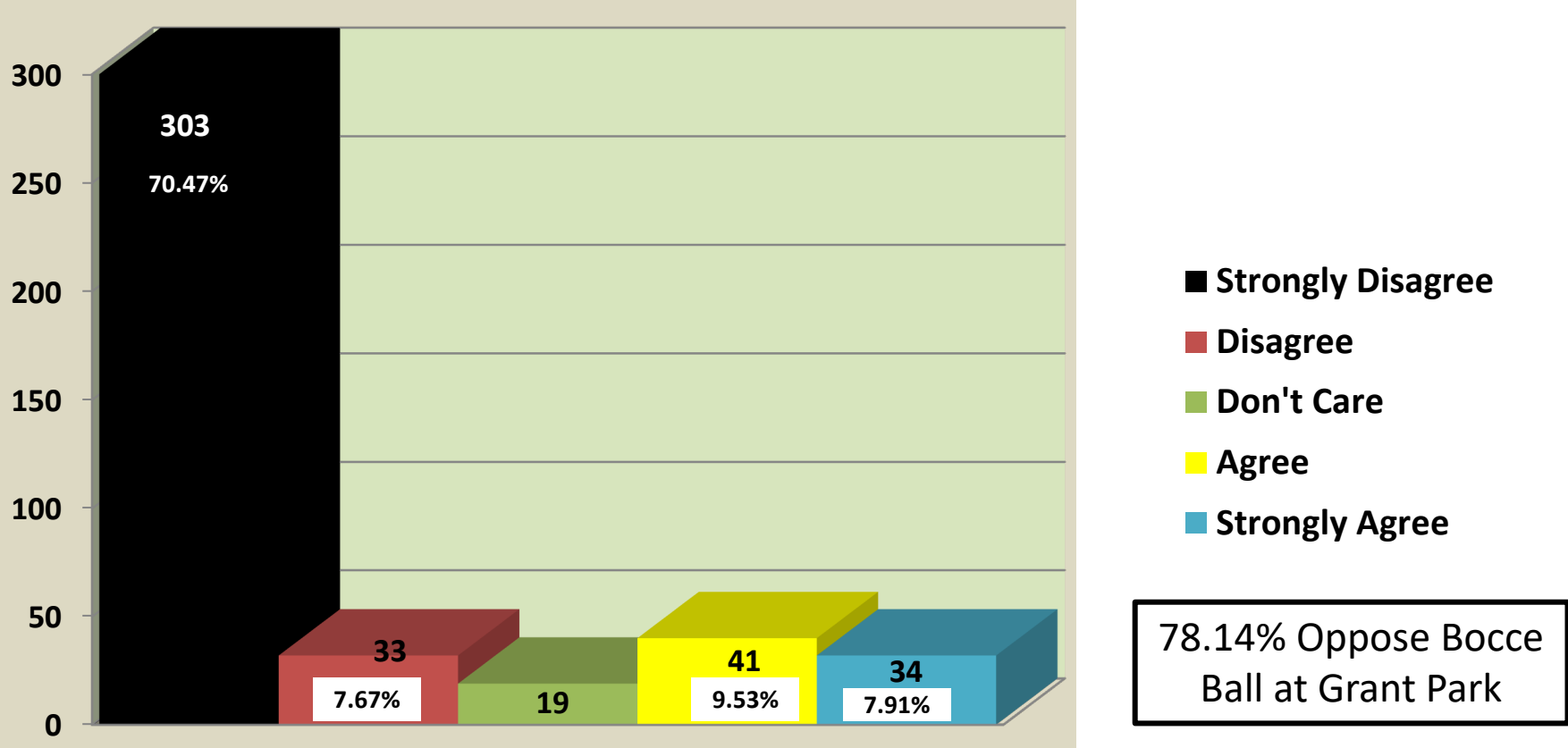
The poll was designed to take about 3 minutes to complete – the results show the average time to complete actually as 4 minutes. Each question allowed residents to offer comments as well. Most of the questions use a standard 1-5 scale.

The poll was announced to residents by posting a link and explanation to a Next Door group list of 1,827 residents that have identified themselves as Grant Park neighbors and later expanded to all other Next Door neighborhood groups later.

There many captured comments that have yet to be tallied. These comments will be sorted and reported on a later time if needed.

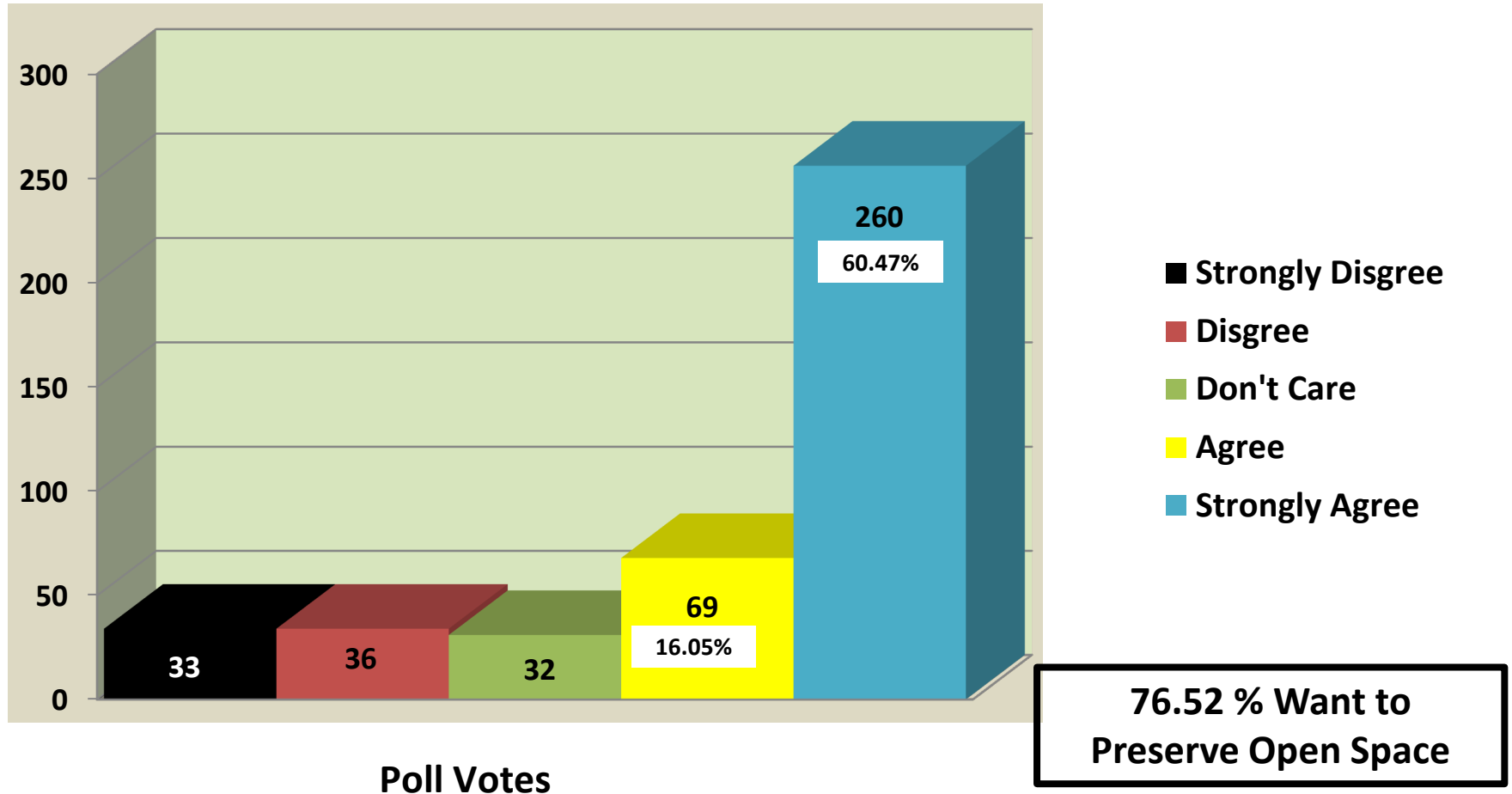
What follows is a presentation of each of the nine poll questions as bar graphs for easy viewing.

Q2 – I want Bocce Ball Courts at Grant Park [85 ft x29 ft] or 2,465 sq ft.

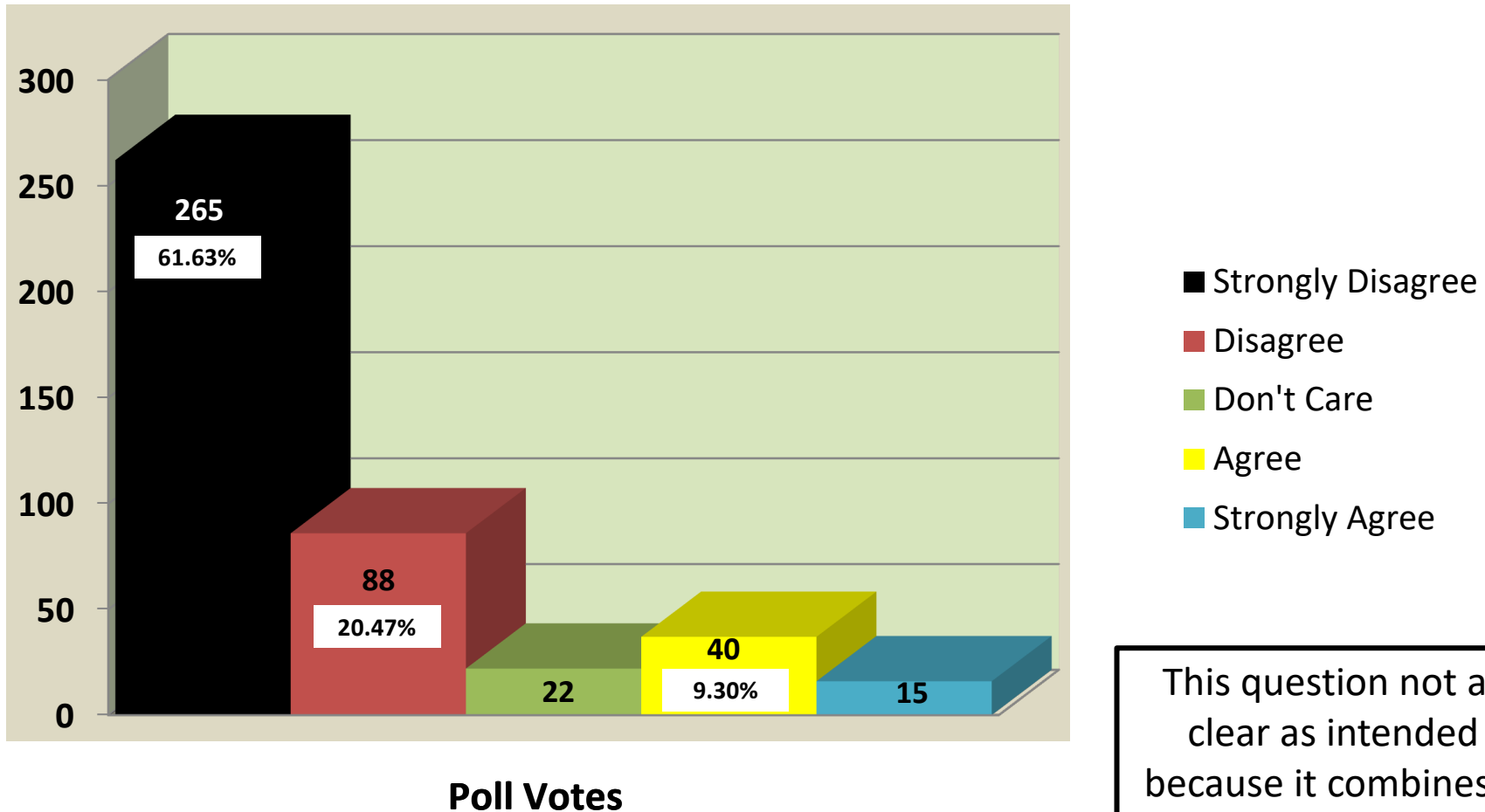


Poll Votes

Q3 – I want 100% of GP grass areas, land, and trees preserved as open space.

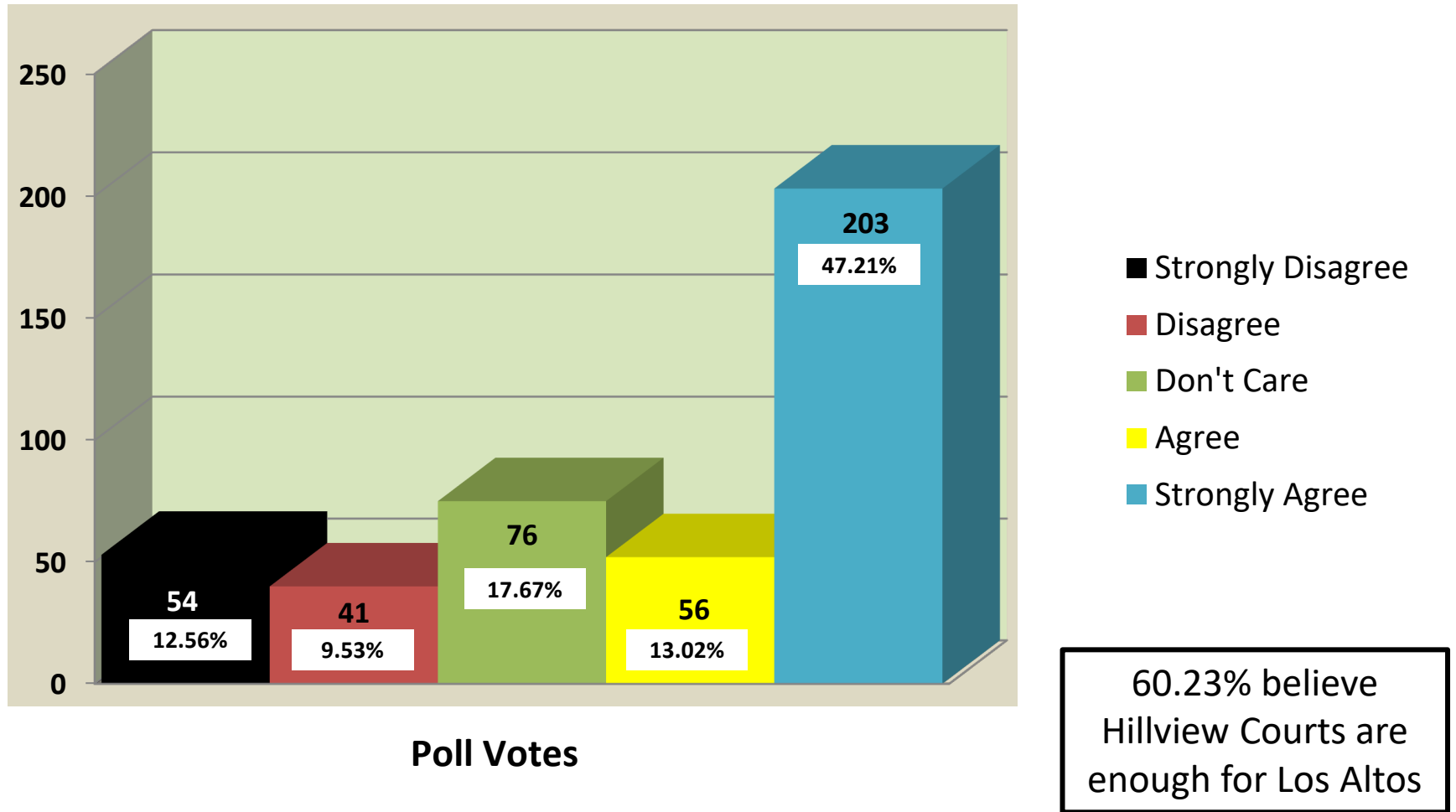


Q4 – It is okay to remove GP trees or use bare land for other purposes.

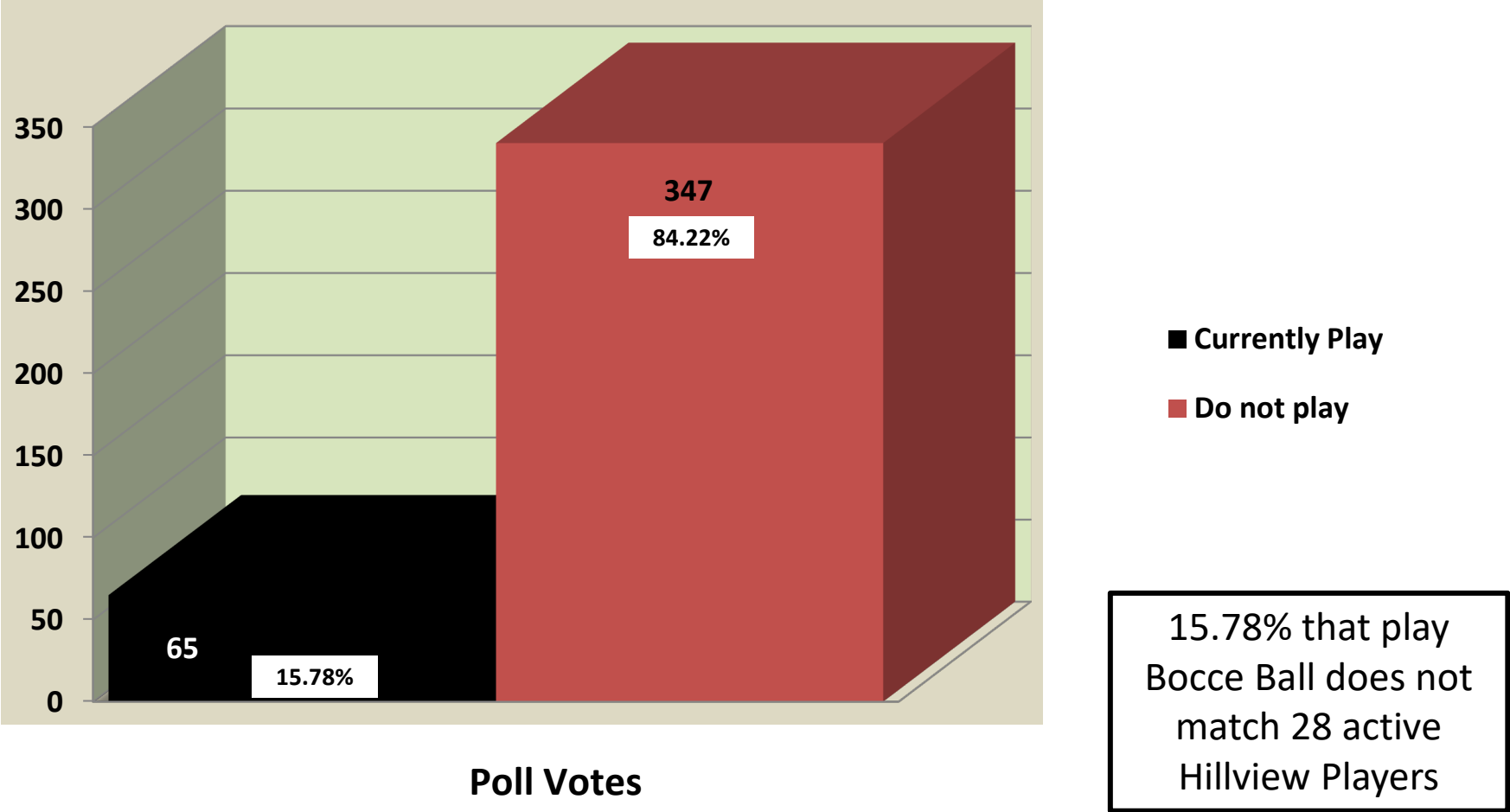


This question not as clear as intended because it combines 2 questions.

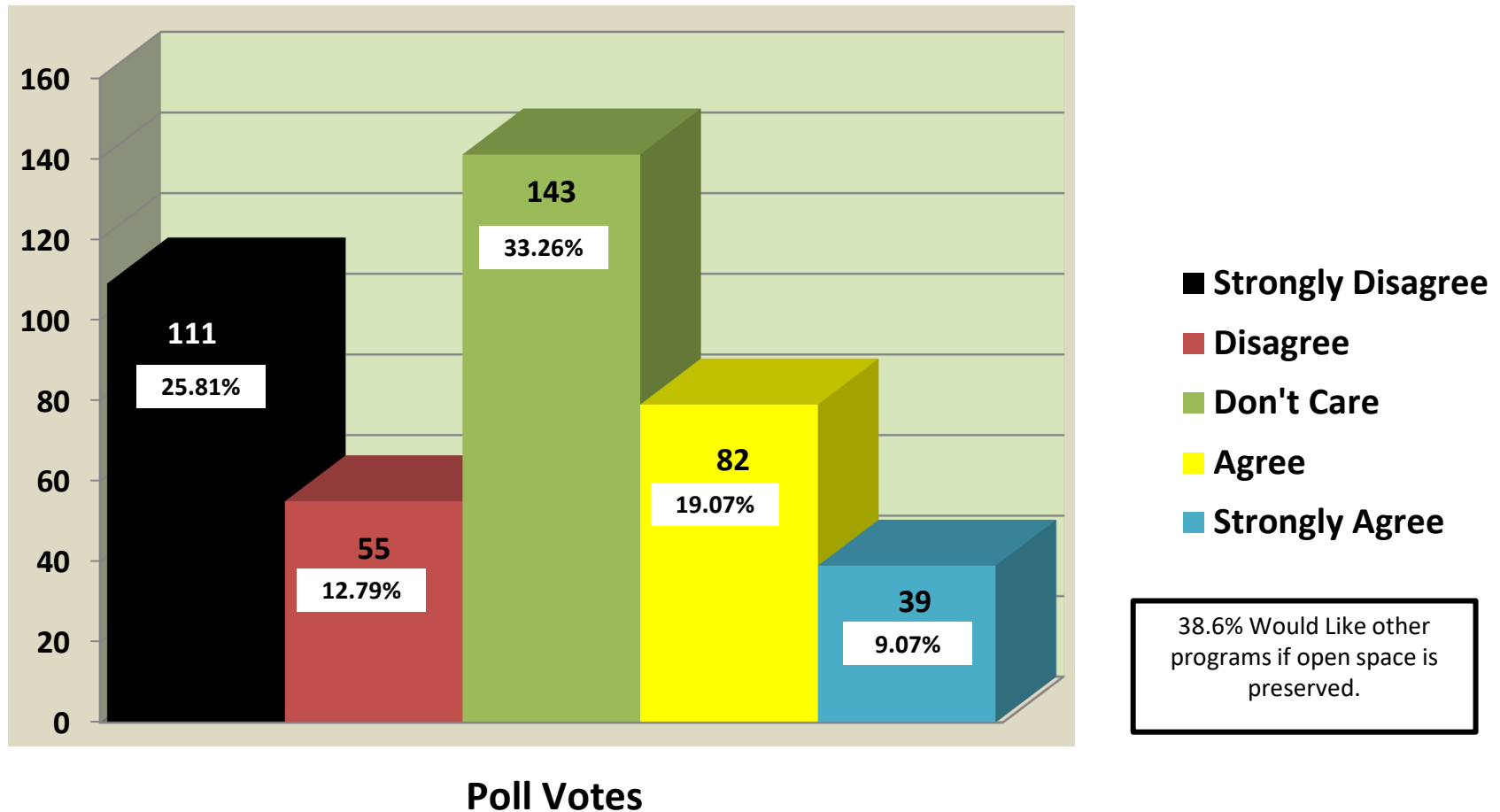
Q5 – I do not want Bocce Ball courts anywhere other than Hillview Community Center.



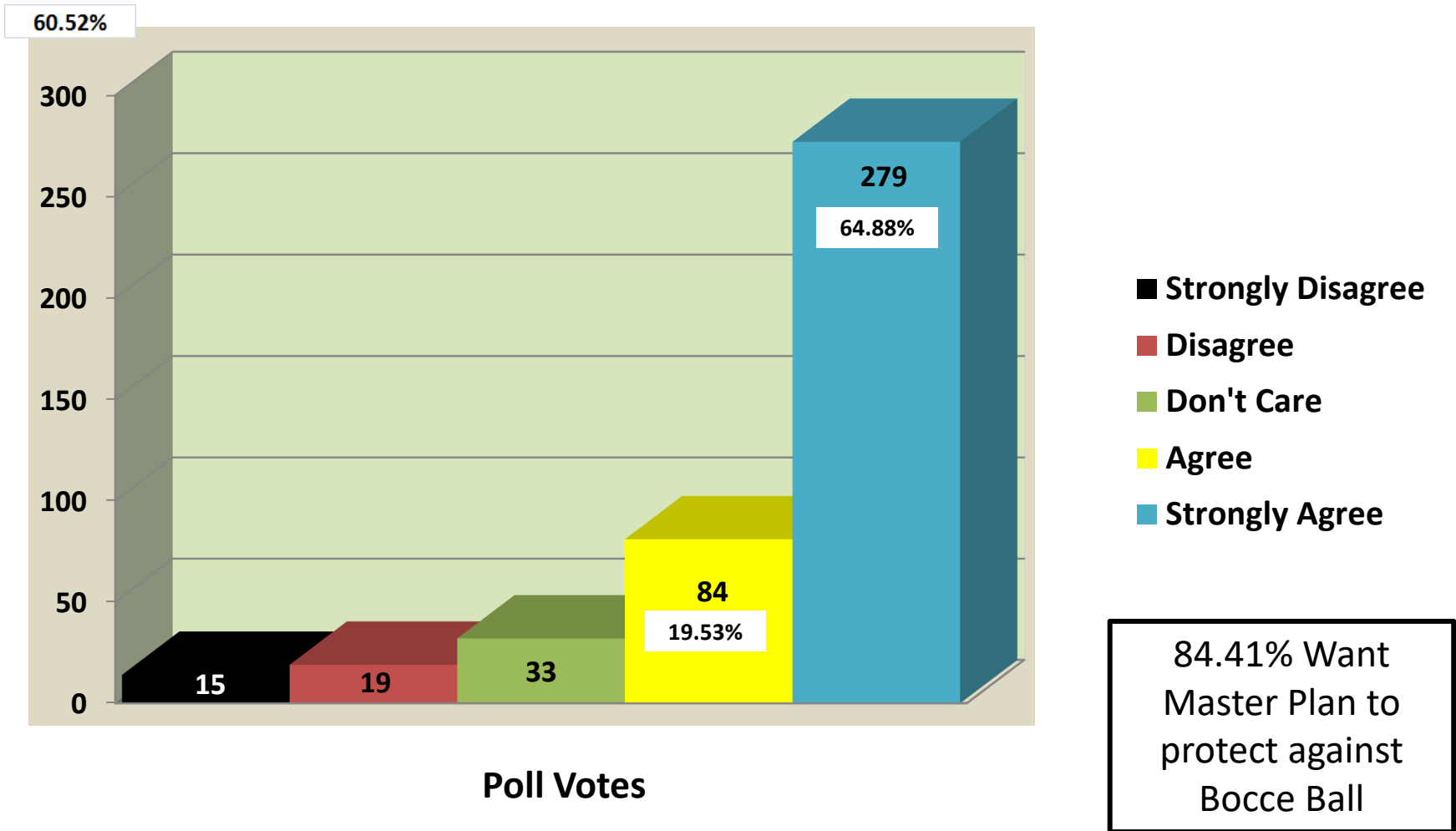
Q6 – I currently play Bocce Ball.



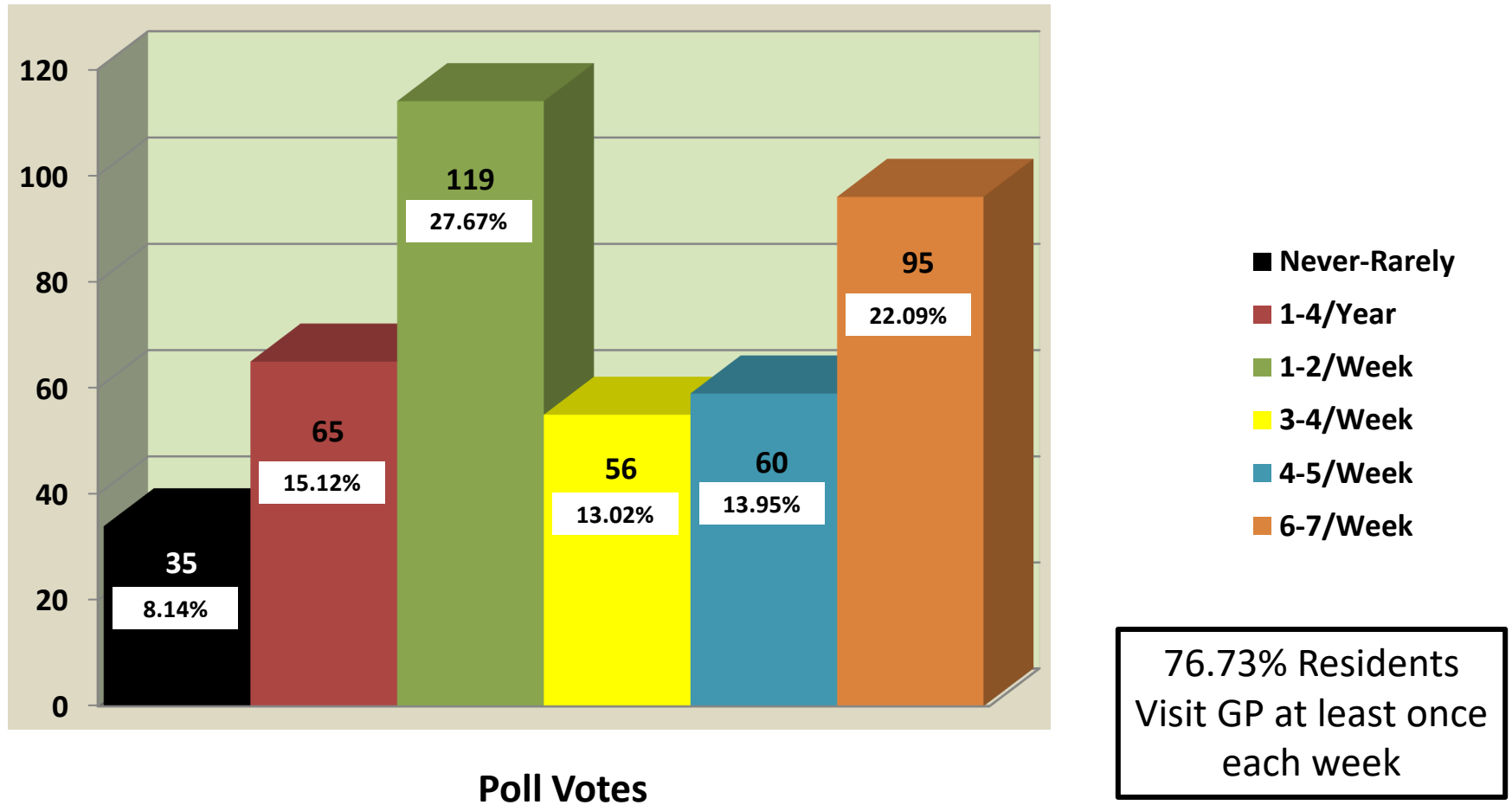
Q7 – I would like to see new activities like Pickle Ball or something else [add comment] if open space is preserved.



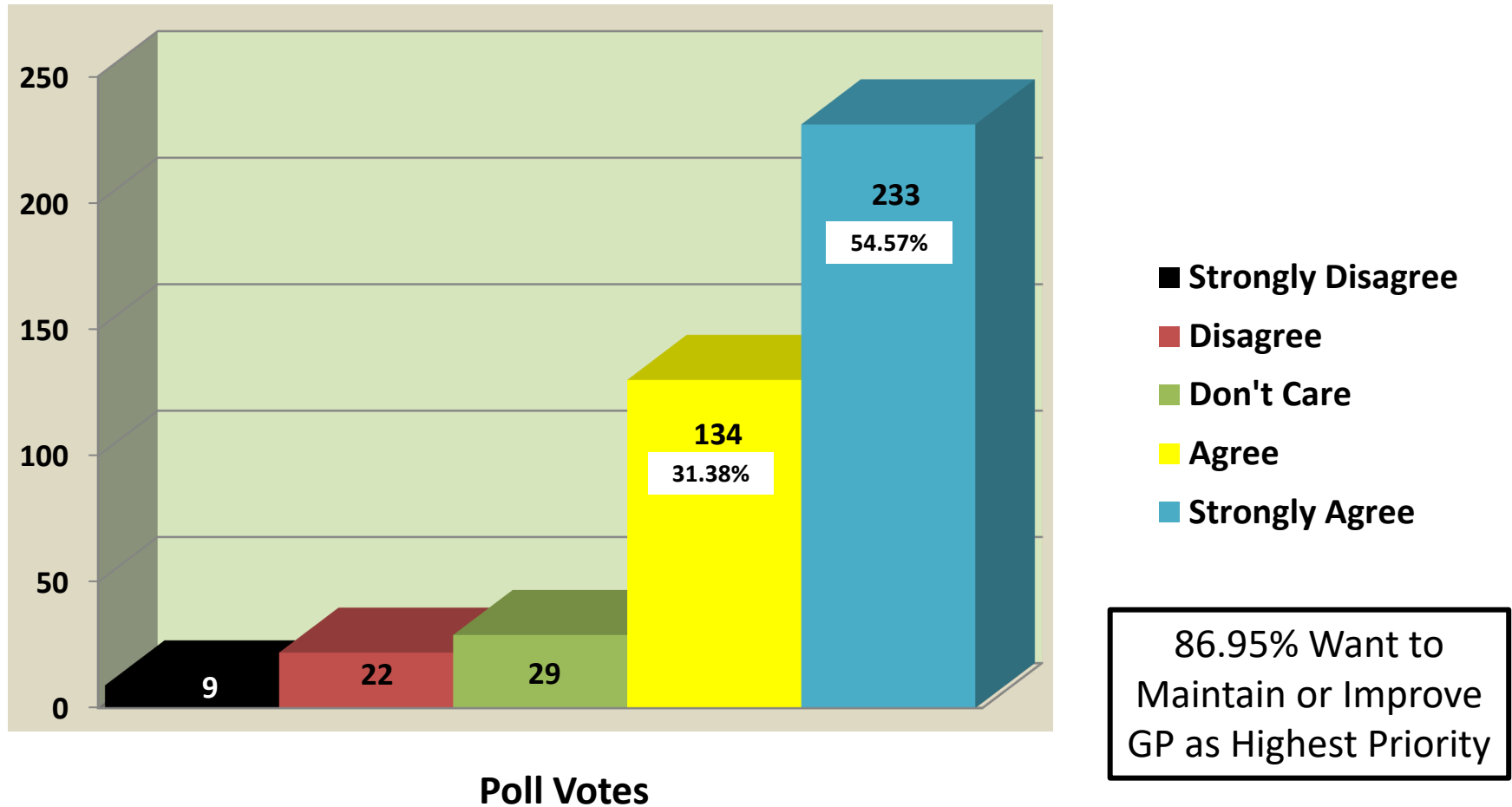
Q8 – I want a GP Master Plan with valid resident input before making any decision on whether Bocce Ball is included or not.



Q9 – How often do you visit GP or the GP Community Center?



Q10 – Maintaining or improving the GP CC buildings & existing playground, basketball court, grass fields, and open spaces should be the highest priority.



From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: Grant Park Bocce Ball - need for local community input
Date: Monday, November 9, 2020 5:50:33 PM

From: Weeks, Mark [REDACTED]
Sent: Monday, November 9, 2020 4:31 PM
To: City Council <council@losaltosca.gov>
Subject: Grant Park Bocce Ball - need for local community input

To City Council:

We are residents of the Grant Park neighborhood and we are expressing our strong opposition to the construction of bocce ball courts in the green space at Grant Park.

We ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meeting space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000). Furthermore and as you probably know, there are existing bocce ball courts that are available and underutilized.

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond. If the donation is not available without the requirement that it be used for bocce ball courts, then we recommend you turn it down.

Mark and Cynthia Weeks
1664 Fallen Leaf Lane,
Los Altos.

Mark Weeks

Cooley LLP
3175 Hanover Street
Palo Alto, CA 94304-1130



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From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: Item #13: Bocce another day
Date: Tuesday, November 10, 2020 1:10:40 PM

From: Maria Bautista [REDACTED]
Sent: Tuesday, November 10, 2020 12:49 PM
To: City Council <council@losaltosca.gov>
Subject: Item #13: Bocce another day

Dear City Council Members,

I believe the Bocce Ball question is another “not this, not now” item.

The city received a generous offer for in-part funding of bocce ball courts at Grant Park, but the donation offer should not drive the agenda for capital improvements.

Moreover, the city should not allocate monies (\$75,000) to further study recreational amenities at this time.

King Lear himself states

“The bocce idea was excellent, timely, and generous a year ago and may be a good idea in the future. But now we have a continuing pandemic and other issues complicating life for the City. There is a reduction in city revenues, a large hit on our city recreation programs and fees, staff has to plan on moving into the new community center, and we are electing three council members. Bocce is a low priority compared with all this.”

Please simply acknowledge the offer, looking forward to future discussions about Grant Park amenities and funding sources when the time less rife with greater concerns.

Thank you,

Maria Bautista
27 Sunkist Lane, Los Altos
[REDACTED]

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: Oppose Bocce Ball Court Grant Park
Date: Tuesday, November 10, 2020 1:30:07 PM

From: Carol T [REDACTED]
Sent: Tuesday, November 10, 2020 1:28 PM
To: City Council <council@losaltosca.gov>
Cc: caroltracht@gmail.com
Subject: Oppose Bocce Ball Court Grant Park

To City Council:

I am a resident of the Grant Park neighborhood, and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

I respectfully ask for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground

It is very important to me to have green open space at Grant Park, Los Altos.

I want to keep the open, green space.

My neighbors & myself want to use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying.

Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration,

CAROL NOLLER TRACHT

1451 Hollidale Ct, Los Altos, CA 94024



From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: Fwd: Please No Bocce Ball Courts at Grant Park
Date: Tuesday, November 10, 2020 2:47:55 PM

Sent from my iPad

Begin forwarded message:

From: Malley Malley [REDACTED]
Date: November 10, 2020 at 2:41:27 PM PST
To: City Council <council@losaltosca.gov>
Subject: Please No Bocce Ball Courts at Grant Park

To City Council:

I am a resident of the Grant Park neighborhood and I am expressing my strong opposition to the construction of bocce ball courts in the green space at Grant Park.

I ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
- Build a new walking path around the park (part of which is dirt)
- Add seating and benches near the buildings and at the playground
- And several other items, none of which are bocce ball courts

There is resounding, overwhelming resident opposition to bocce ball courts in the green space at Grant Park. Residents want to keep the open, green space. Many residents use the park's open, green space for soccer warm-ups during games, pickup tag, frisbee, football, baseball, cricket, or just free play. Families and students use the space for picnics or studying. Additionally, the donation does not cover the cost of building and maintaining the courts or the planned overhead shade structure (up to an additional \$80,000).

Our park is too small for 85x27' bocce ball court: Cuesta Park (2.4 miles from Grant Park) is 25 acres and has bocce ball courts. Grant Park is 4 acres – it is too small for bocce ball courts. A dedication site stands in the center of Grant Park, from the City of Los Altos that reads as follows: “Through the foresight and the efforts of Friends of Grant, city officials and the citizens of our community, these five acres of open space are dedicated to the people of Los Altos FOR ALL GENERATIONS on this day June 8, 1991.”

We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration,
Melissa Malley

From: [Chris Jordan](#)
To: [Public Comment](#); [Donna Legge](#)
Subject: FW: Grant Park proposed Bocce Ball courts
Date: Tuesday, November 10, 2020 4:53:30 PM

From: Rosemary Peters [REDACTED] >
Sent: Tuesday, November 10, 2020 4:44 PM
To: City Council <council@losaltosca.gov>
Subject: Grant Park proposed Bocce Ball courts

To City Council:

We are residents of the Grant Park neighborhood and we are expressing our strong opposition to the construction of bocce ball courts in the green space at Grant Park.

We ask that the city of Los Altos develop a Master Plan for Grant Park and the Grant Park Master Plan Subcommittee ask for input from the residents of South Los Altos that use the park every day.

Residents of the neighborhood are asking for the donations be used to:

- Renew the neglected buildings at Grant Park and provide South Los Altos with meet space all year long, rain or shine
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We appreciate this donation however, we ask that the City Council ensure it is dedicated to renewing the existing buildings and amenities at Grant Park so residents can have a well-functioning, comfortable place to come together in camaraderie and learning in 2021 and beyond.

Thank you for your consideration,

...

Rosemary Peters and Carlos Shaw at 1730 Lantis Lane

DRAFT LETTER FOR REVIEW AND DISCUSSION

[INSERT ADDRESS]

RE: Public Comment on Proposed RHNA Methodology

Dear _____:

On behalf of the City of Los Altos, we would like to thank ABAG's leadership and staff for all of your hard work and dedication over the course of the past year through the Housing Methodology Committee (HMC) process.

The City of Los Altos, in agreement with the Cities Association of Santa Clara County, objects to a methodology that allocates the largest share to Santa Clara County and unreasonable shares to the City of Los Altos. We further agree with the Cities Association that the RHNA process should be delayed until the State has a better understanding of the impact of COVID, including but not limited to the impact on job and household growth based on the increase in the number of employers allowing employees to telecommute. Additionally, we share the concerns of the the Cities Association that a significant portion of the underlying data used in Plan Bay Area 2050 is inaccurate, incomplete and/or outdated.

Like many cities, Los Altos has struggled to meet the much lower numbers that were assigned to us in the previous RHNA process. Assigning even higher numbers, that are completely unrealistic for our city to meet, serves no purpose. We are open and willing to work with ABAG staff to identify the areas where we can expect future development and provide some estimates of what is achievable. We recommend that a realistic approach be used, and support be provided, to identify barriers to building more housing and help local communities like Los Altos tackle those barriers that we can realistically address.

Finally, we understand that the total number of units for the nine Bay Area region was determined by the California Department of Housing and Community Development (HCD). Therefore, we strongly urge ABAG to join us in advocating against moving forward with the RHNA process at this time. Proceeding now will only set local communities up to fail, like Los Altos, and still not help to solve the problem. Instead, we recommend that the HCD, ABAG and representatives from all cities be invited to partner on developing housing solutions that are realistic and achievable. Thank you for hearing our voice and taking appropriate action.

Jan Pepper, Mayor

Neysa Fligor, Vice Mayor



**1 North San Antonio Road
Los Altos, California 94022-3087**

M E M O R A N D U M

DATE: November 20, 2020

TO: Jan Pepper, Mayor
Members, Los Altos City Council

FROM: Chris Jordan, City Manager

SUBJECT: CLIMATE ACTION PLAN STATUS REPORT

In addition to developing the Reach Code ordinance amendments (adopted by the Council at its November 10 meeting) and reviewing the prohibition on single-use plastics (considered by the Council at the November 10 meeting), the City's Sustainability Coordinator, Community Development Director and members of the Environmental Commission have also been moving forward on the process of updating the City's Climate Action Plan.

Earlier this Fall, staff issued a Request for Proposals to accomplish this task. The City received 6 proposals. The proposals were reviewed by a team including Sustainability Coordinator Emiko Ancheta, Community Development Director Jon Biggs, and Environmental Commission members Don Weiden, Raashina Humayun, and Bruno Delagneau. Additional information was requested from the top 4 consultants and references checked on 3. The committee has identified the top consultant and staff is currently negotiating contract terms. Provided those negotiations are successful, the City will sign a contract with the selected consultant before the end of the year.



City of Los Altos

Los Altos Community Center



MONTHLY REPORT #14

OCTOBER 2020

PREPARED BY NOVA PARTNERS, INC.

Contents

Los Altos Community Center Background	3
Project Summary	4
Activities Summary	5
Project Photos	6
Project Budget Status	9
Milestone Schedule	10
Appendix A. Budget Details	11
Appendix B. Construction Schedule Details	15

Los Altos Community Center

OWNER

City of Los Altos
Chris Jordan
Donna Legge
Manuel Hernandez
Peter Maslo
James Sandoval

ARCHITECT

Noll & Tam
Architects, Inc.
Janet Tam
James Gwise
Dora Pollak
Gavin Ross
Trina Goodwin

GENERAL CONTRACTOR

Gonsalves & Stronck
Construction, Inc.
Keith Gonsalves
Ken Gendotti
Lance Zurfluh
Craig Muhlenhaupt
Kyle Walker
Melanie Rivera

CONSTRUCTION MANAGER

Nova Partners, Inc.
David Marks
Joe Capps-Jenner
Saul Flores
Sam Tooley

The Los Altos Community Center will support play, learning and community gatherings and will be configured to maximize connections to existing amenities on the Civic Center campus and downtown.

The building will contain modern amenities, be sustainably designed and provide facilities that are both adequate and useful to the community. The architecture will be inviting and showcase the unique character of the City of Los Altos, with the building located in a beautiful park-like setting.



Project Summary

The Hillview Community Center located at 97 Hillview Avenue, Los Altos was constructed in the 1940s and 1950s as an elementary school and has served as a community center since 1975. The buildings were originally constructed as wood-frame and steel structures and had undergone numerous additions, renovations, and upgrades over more than 70 years. The scope of this project is to demolish the existing 30,362 square-foot community center, re-designing the site, retaining 71 existing trees, and constructing a new one-story 24,500 square-foot community center building occupying a location at the north end of the present community center site. Pedestrian pathways and crosswalks will be provided throughout the site to connect the parking lots and existing sidewalks to the new buildings, recreational facilities, and existing buildings surrounding the site such as the History Museum and Library. The driveway connections to Hillview Avenue will be realigned, with a total of two driveway connections rather than the existing four driveway entrances. The site will function more efficiently and provide a better connection to the existing buildings within the Civic Center.

The construction phase of the project began with bidding and subsequent City Council approval of the construction contract in July 2019. The project budget approved by City Council for the entire project is \$38,335,400 which includes all soft costs, hard costs and furniture for the new building.

The construction work is being performed by Gonsalves & Stronck Construction Company, Inc. Demolition of the site began in September 2019 and the buildings were demolished in October 2019. Through October 2020, installation of mechanical and electrical systems continues. On the exterior, building cladding continues to be installed, and site grading work began.

In accordance with the shelter-in-place order issued by Santa Clara County, on March 31, 2020, in response to COVID-19, work on-site was suspended until the revised County order on April 29, 2020. Work resumed, with new health and safety requirements, on May 4, 2020. Following a confirmed case of COVID-19, the site was voluntarily closed for sanitization on September 11, 2020 and reopened September 15, 2020 in accordance with the contractor's protocols.

The original November 25, 2020 substantial completion date reflected in the bid will be extended. Substantial completion is currently anticipated in March, 2021. The completion date may continue to be adjusted as impacts from COVID-19 are realized. For more details on the budget and schedule, see pages 9 & 10 and Appendices A & B enclosed.

Activities Summary

October 2020 Activities:

Construction activities performed by Gonsalves & Stronck Construction in October 2020 include:

- Continued implementation of COVID-19 health and safety plan protocols in accordance with Santa Clara County.
- Continued building exterior waterproofing, insulation, finishes, and windows.
- Continued installation of mechanical ductwork and plumbing.
- Inspection of the electrical room, and successfully obtained green-tag.
- Site fire water utility installation.
- Grading and compaction at Hillview Parking lot.
- Removed Stop Striping at Library Connector.

Upcoming Activities:

During November 2020, Gonsalves & Stronck Construction expects to perform the following activities:

- Continued COVID-19 implementation of health and safety protocols in accordance with Santa Clara County.
- Continued electrical installation.
- Continued building exterior waterproofing, insulation, finishes, and windows.
- Waterproofing vapor barrier installation.
- Install building exterior finishes: cement board, plaster, and cedar siding.
- Construction of courtyard canopies.
- Install conduits for phone and fiber connections.

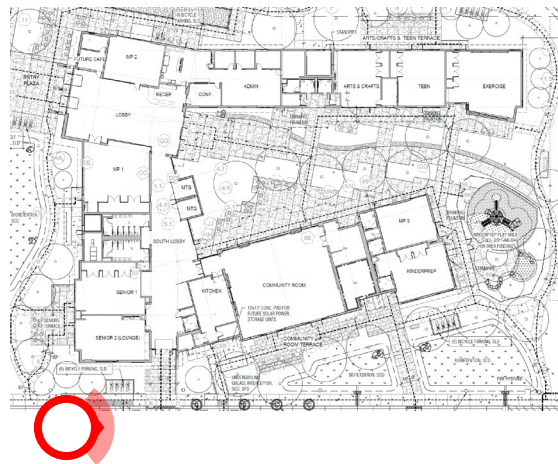
A detailed construction schedule is included in Appendix B. Please note, further adjustments may be required due to COVID-19 and other unforeseen circumstances.

Project Photos

Progress photographs from October, 2020.



Exterior at Main Lobby



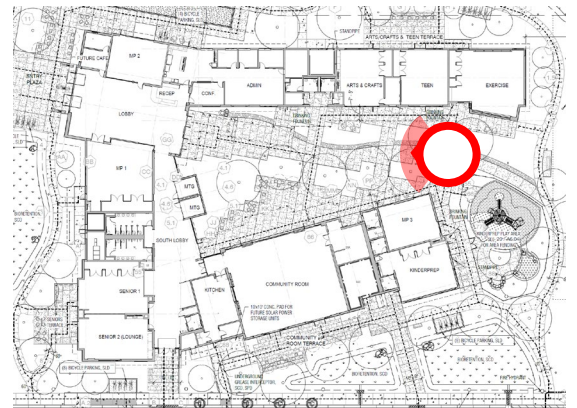
Grading Operation at Hillview Parking Lot

Project Photos

Progress photographs from October, 2020.



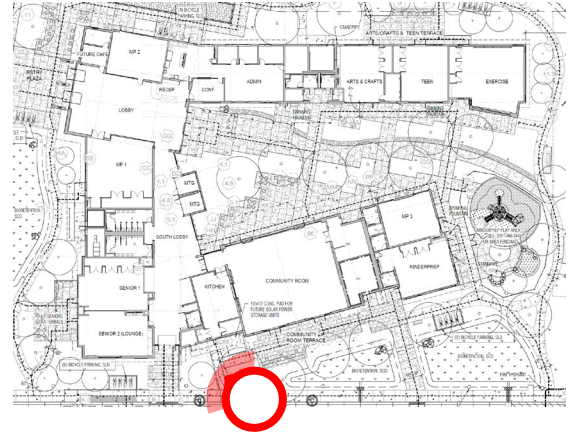
Grading Operation at Hillview Parking Lot



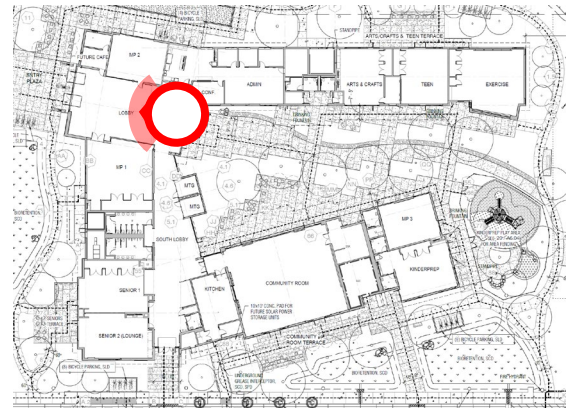
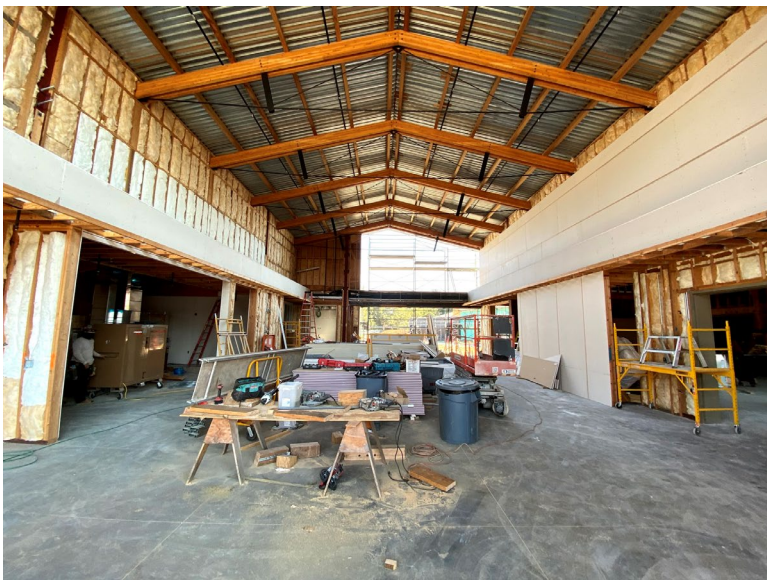
Exterior Progress at Main Courtyard

Project Photos

Progress photographs from October, 2020.



Exterior at South Lobby



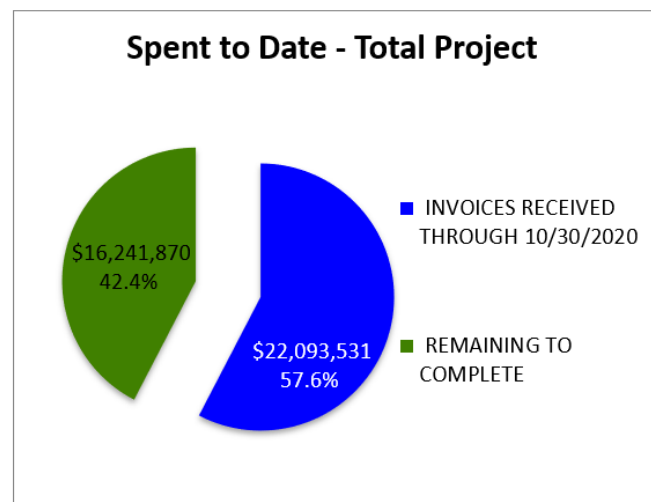
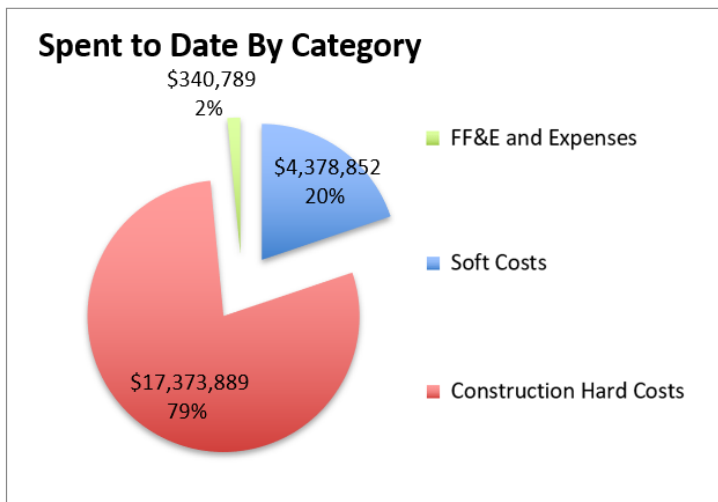
Interior Progress at North Lobby

Project Budget: October Status



LOS ALTOS COMMUNITY CENTER
97 Hillview Avenue, Los Altos
Project Dashboard - Executive Summary
Oct 2020

BUDGET LINE DESCRIPTION	APPROVED PROJECT BUDGET AUG 2019	BUDGET REALLOCATIONS	CURRENT FORECAST	INVOICES RECEIVED THROUGH 10/30/2020	REMAINING TO COMPLETE	PERCENT COMPLETE
Soft Costs	\$ 5,535,443	\$ -	\$ 5,535,443	\$ 4,378,852	\$ 1,156,591	79.1%
Construction Hard Costs	\$ 31,035,400	\$ -	\$ 31,035,400	\$ 17,373,889	\$ 13,661,511	56.0%
FF&E and Expenses	\$ 1,764,557	\$ -	\$ 1,764,557	\$ 340,789	\$ 1,423,768	19.3%
Total Project Costs	\$ 38,335,400	\$ -	\$ 38,335,400	\$ 22,093,531	\$ 16,241,870	57.6%



Total project cost of \$38,335,400 approved by Los Altos City Council on July 30, 2019.

Refer to Appendix A for budget details:

- Project Budget Details
- Construction Cost Details
- Contingency Transfers (approved to date)

Milestone Schedule

Item	Description	Duration	Scheduled Start	Scheduled Finish	Actual Start	Actual Finish
1	Execute Contract	0	8/3/2019	8/3/2019	8/3/2019	8/19/2019
2	Notice to Proceed	0	8/21/2019	8/21/2019	8/21/2019	8/21/2019
3	Start of Construction	0	9/3/2019	9/3/2019	9/3/2019	9/3/2019
4	Building Abatement	23	9/9/2019	10/2/2019	9/9/2019	10/2/2019
5	Building & Site Demolition	22	10/3/2019	10/25/2019	10/11/2019	11/25/2019
6	Site Preparation and Layout for Building	13	10/25/2019	11/7/2019	12/11/2019	12/20/2019
7	Excavate for Site Utilities: Storm/Bio-ret.	24	10/25/2019	11/18/2019	12/13/2019	1/20/2020
8	Excavate for Site Utilities: Sanitary	12	11/8/2019	11/20/2019	1/27/2020	2/26/2020
9	Footings/Slab: North Portion; New Bldg.	67	11/8/2019	1/14/2020	12/23/2019	02/21/2020
10	Footings/Slab: South Portion; New Bldg.	74	11/15/2019	1/28/2020	1/2/2020	2/21/2020
11	Frame Walls/Roof Structures	154	2/3/2020	7/6/2020	2/4/2020	7/6/2020
12	Roof Decking and Gables/Flat Roofs	228	2/28/2020	10/13/2020	02/13/2020	
13	Roofing Shingles/Flat Roof Membrane	226	5/27/2020	1/8/2021	5/27/2020	
14	Exterior Wall Finishes	205	5/18/2020	12/9/2020	6/1/2020	
15	Interior Finishes	354	3/9/2020	2/26/2021	3/9/2020	
16	Library Connector Sitework	105	5/26/2020	9/8/2020	5/26/2020	9/8/2020
17	Parking Lot Construction/Paving	132	10/1/2020	2/10/2021		
18	Exterior Sitework; Landscape/Lights	57	12/3/2020	1/29/2021		
19	Concrete Sidewalk & Trellis Systems	70	11/6/2020	1/15/2021		
20	Commissioning of Systems	40	1/13/2021	2/22/2021		
21	Substantial Completion	10	3/20/2021	3/30/2021		
22	Temporary Certificate of Occupancy	22	2/26/2021	3/20/2021		
23	Furniture Move-in	23	3/30/2021	4/22/2021		
24	Final Occupancy	18	4/22/2021	5/10/2021		

To date, four issues have been encountered that delayed progress:

1. PG&E delay in capping off the gas line in the street delayed progress by **7 working days**.
2. Unforeseen below-grade conditions encountered during demolition delayed progress by an additional **7 working days**.
3. Due to the COVID-19 Pandemic, the construction site was closed between March 30th 2020 and May 4th 2020. Ongoing impacts to construction productivity, material and equipment fabrication, deliveries, manpower availability, and external organizations such as Cal Water, PG&E, Santa Clara County Fire Department that are required for reviews and inspections, are all being impacted. Schedules are being evaluated and adjusted in accordance with the construction contract.
4. Following a confirmed case of COVID-19, the site was voluntarily closed for sanitization on September 11, 2020 and reopened on September 15, 2020 in accordance with the contractor's protocols. This closure resulted in a delay of **2 working days**.

Dates, durations and sequence indicated for each activity are subject to a variety of factors including weather, construction timing, and phasing of the construction and may be adjusted as the project progresses. The baseline schedule assumes 20 weather delay days. Accordingly, rain days do not push-out the overall completion date. The project has encountered 8 inclement weather delay days to date. The substantial completion date is currently anticipated to be late March, 2021, and the completion date may be further revised as impacts related to COVID-19 are experienced, evaluated, and addressed. A detailed construction schedule is included in Appendix B.

The original contractual completion for the project was 450 calendar days from Start of Construction date, with anticipated completion in November, 2020. Currently, executed change orders have extended the contract duration 19 days. A contract extension to address delays due to COVID-19 is under negotiation.

Appendix A. Budget Details

- Project Budget Details
- Construction Cost Details
- Contingency Transfers
(approved to date)



LOS ALTOS COMMUNITY CENTER
 97 Hillview Avenue, Los Altos
 Project Budget Report
 Oct 2020



Building Square Footage: 24,500 sq. ft.		BUDGET STATUS				COMMITTED COSTS			SPENDING			COMMENTS	
BUDGET LINE DESCRIPTION	VENDOR	A APPROVED PROJECT BUDGET AUG 2019	B TRANSFERS & CONTINGENCY USAGE	C (A+B) TOTAL FORECASTED FINAL BUDGET	COST PER SF	D ORIGINAL CONTRACT AMOUNT	E CHANGE ORDERS	F (D+E) REVISED CONTRACT AMOUNT	G INVOICES RECEIVED THROUGH 10/30/2020	H (G/C) % COMPLETE	I REMAINING TO BE SPENT		
SOFT COSTS													
PERMITS, FEE & UTILITIES													
S-105*	Plan Check Fees	3rd Party Plan Check	\$ 108,104	\$ (38,104)	\$ 70,000	\$ 3	\$ 70,000	\$ 70,000	\$ 40,925	58.5%	\$ 29,075	3rd party review by Structech. 10/29: Per City, no more invoices expected.	
S-125	Utility Fees	Cal Water/PG&E	\$ 200,000	\$ (101,760)	\$ 98,240	\$ 4	\$ 98,240	\$ 98,240	\$ 91,973	93.6%	\$ 6,267	Cal Water, PG&E	
S-145	Title Reports	City of Los Altos	\$ 500	\$ -	\$ 500	\$ 0	\$ 500	\$ 500	\$ 400	80.0%	\$ 100		
ARCHITECT & ENGINEER													
S-200	Architect	Noll & Tam	\$ 3,440,178	\$ 425,863	\$ 3,866,041	\$ 158	\$ 2,878,977	\$ 987,064	\$ 3,866,041	\$ 3,190,900	82.5%	\$ 675,141	
S-245	CEQA Consultant	EMC Planning		\$ 38,194	\$ 38,194	\$ 2	\$ 38,194	\$ 38,194	\$ 38,194	100.0%	\$ 0	Initial CEQA Study	
OTHER CONSULTANTS													
S-315	Phase I ESA	Ninyo & Moore	\$ 3,400	\$ -	\$ 3,400	\$ 0	\$ 3,400	\$ 3,400	\$ 3,400	100.0%	\$ -		
S-340	Hazardous Material Survey	Znapfly	\$ 75,000	\$ (36,165)	\$ 38,835	\$ 2	\$ 37,106	\$ 1,729	\$ 38,835	\$ 38,835	100.0%	\$ -	Includes abatement monitoring
S-350	Construction Management	Nova	\$ 1,013,475	\$ 311,986	\$ 1,325,461	\$ 54	\$ 1,013,475	\$ 311,986	\$ 1,325,461	\$ 939,401	70.9%	\$ 386,060	"Spending" Column includes PreCon Contract
S-380	Biologist	Rincon	\$ 23,520	\$ (17,611)	\$ 5,909	\$ 0	\$ 5,909	\$ 5,909	\$ 5,279	89.3%	\$ 630	Bat/Bird surveys for Mitigated Neg Dec	
TESTING & INSPECTION													
S-510	Special Inspections	Nova	\$ 74,876	\$ (74,876)	\$ -			\$ -	\$ -	-	\$ -		
S-570	Abatement Monitoring		\$ 68,000	\$ (68,000)	\$ -				\$ -	-	\$ -	Moved to soft cost contingency	
S-580	Commissioning	Interface	\$ 30,000	\$ -	\$ 30,000	\$ 1	\$ 28,580	\$ 28,580	\$ 10,832	36.1%	\$ 19,168	Total Contract Sum \$28,580, for (3) different services.	
S-590	City Utility Inspections	Bellecci	\$ -	\$ 22,012	\$ 22,012	\$ 1	\$ 22,012	\$ 22,012	\$ 18,713	85.0%	\$ 3,299	Storm Drain and Sanitary Sewer inspections	
SUBTOTAL			\$ 5,037,053	\$ 461,539	\$ 5,498,592	\$ 224	\$ 4,196,393	\$ 1,300,779	\$ 5,497,172	\$ 4,378,852	79.6%	\$ 1,119,740	
Soft Cost Contingency		~10%	\$ 498,390	\$ (461,539)	\$ 36,851	\$ 2						\$ 36,851	
SOFT COST TOTAL			\$ 5,535,443	\$ -	\$ 5,535,443	\$ 226	\$ 4,196,393	\$ 1,300,779	\$ 5,497,172	\$ 4,378,852	79.1%	\$ 1,156,591	
CONSTRUCTION HARD COSTS													
H-200	Construction	Gonsalves & Stronck	\$ 28,214,000	\$ 426,939	\$ 28,640,939	\$ 1,169	\$ 28,214,000	\$ 426,939	\$ 28,640,939	\$ 17,373,889	60.7%	\$ 11,267,050	G&S contract plus approved Change Orders
SUBTOTAL			\$ 28,214,000	\$ 426,939	\$ 28,640,939	\$ 1,169	\$ 28,214,000	\$ 426,939	\$ 28,640,939	\$ 17,373,889	60.7%	\$ 11,267,050	
Construction/Owner Contingency		10%	\$ 2,821,400	\$ (426,939)	\$ 2,394,461	\$ 98						\$ 2,394,461	
CONSTRUCTION HARD COST TOTAL			\$ 31,035,400	\$ -	\$ 31,035,400	\$ 1,267	\$ 28,214,000	\$ 426,939	\$ 28,640,939	\$ 17,373,889	56.0%	\$ 13,661,511	
FURNITURE, FIXTURES & EQUIPMENT													
F-130	Interior/ Exterior Furniture	Multi	\$ 920,000	\$ (290,236)	\$ 629,764	\$ 26	\$ 629,764	\$ 629,764	\$ 206,948	32.9%	\$ 422,817	Interior Motions, KBM, KI and One Workplace	
F-160	Move / Relocation	JKA	\$ 200,000	\$ -	\$ 200,000	\$ 8	\$ 49,009	\$ 49,009	\$ 44,811	22.4%	\$ 155,189	Cost for moving into new facility	
IT & A/V EQUIPMENT													
F-200	IT		\$ 190,000	\$ -	\$ 190,000	\$ 8	\$ 74,327	\$ 74,327	\$ 64,787	34.1%	\$ 125,213	AMS Fiber connection to LAPD to be funded	
F-210	Security		\$ 113,000	\$ -	\$ 113,000	\$ 5			\$ -	-	\$ 113,000	Intrusion Detection alarm system	
F-220	AV		\$ 170,757	\$ -	\$ 170,757	\$ 7			\$ -	-	\$ 170,757	Owner furnished Audio-visual hardware / equipment	
SUBTOTAL			\$ 1,593,757	\$ (290,236)	\$ 1,303,521	\$ 53	\$ 753,100	\$ 753,100	\$ 316,546	24.3%	\$ 986,976		
FF&E Contingency		~8.5%	\$ 135,800	\$ 290,236	\$ 426,036	\$ 17						\$ 426,036	
FF&E TOTAL			\$ 1,729,557	\$ -	\$ 1,729,557	\$ 71	\$ 753,100	\$ 753,100	\$ 316,546	18.3%	\$ 1,413,011		
EXPENSES													
E-120	Reimbursables		\$ 10,000	\$ -	\$ 10,000	\$ 0	\$ 10,000	\$ 10,000	\$ 9,485	94.8%	\$ 515		
E-130	Blueprinting/FedEx/Etc.		\$ 10,000	\$ -	\$ 10,000	\$ 0	\$ 10,000	\$ 10,000	\$ 7,065	70.7%	\$ 2,935		
E-140	Travel		\$ 5,000	\$ -	\$ 5,000	\$ 0	\$ 5,000	\$ 5,000	\$ -	-	\$ 5,000		
E-150	Miscellaneous Expenses		\$ 10,000	\$ -	\$ 10,000	\$ 0	\$ 10,000	\$ 10,000	\$ 7,694	76.9%	\$ 2,306		
E-160	Other		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		
EXPENSES TOTAL			\$ 35,000	\$ -	\$ 35,000	\$ 1	\$ 35,000	\$ 35,000	\$ 24,244	69.3%	\$ 10,756		
Project Totals			\$ 38,335,400	\$ -	\$ 38,335,400	\$ 1,565	\$ 33,198,493	\$ 1,727,718	\$ 34,926,211	\$ 22,093,531	57.6%	\$ 16,241,869	



LOS ALTOS COMMUNITY CENTER
97 Hillview Avenue, Los Altos
Construction Cost Breakdown
Oct 2020



	BASE CONTRACT	WORK PREVIOUSLY COMPLETED	COMPLETED THIS PERIOD	MATERIALS STORED	TOTAL COMPLETED AND STORED	% COMPLETE	BALANCE TO FINISH	RETENTION (10%)
DIVISION 1 - GENERAL CONDITIONS & FEE	\$4,663,406.00	\$3,276,449.00	\$250,098.00	\$0.00	\$3,526,547.00	76%	\$1,136,859.00	\$352,654.70
DIVISION 2 - DEMO	\$612,000.00	\$583,790.00	\$0.00	\$0.00	\$583,790.00	95%	\$28,210.00	\$58,379.00
DIVISION 3 - CONCRETE	\$896,325.00	\$826,571.00	\$4,301.00	\$0.00	\$830,872.00	93%	\$65,453.00	\$83,087.20
DIVISION 5 - METALS	\$1,348,650.00	\$1,328,055.00	\$3,930.00	\$0.00	\$1,331,985.00	99%	\$16,665.00	\$133,198.50
DIVISION 6 - WOOD AND PLASTICS	\$3,742,780.00	\$2,805,788.00	\$50,752.00	\$0.00	\$2,856,540.00	76%	\$886,240.00	\$285,654.00
DIVISION 7 - THERMAL AND MOISTURE PROTECTION	\$2,075,083.00	\$991,203.00	\$201,617.00	\$0.00	\$1,192,820.00	57%	\$882,263.00	\$119,282.00
DIVISION 8 - WINDOWS AND DOORS	\$1,356,606.00	\$780,805.00	\$28,831.00	\$0.00	\$809,636.00	60%	\$546,970.00	\$80,963.60
DIVISION 9 - FINISHES	\$2,133,086.00	\$213,262.00	\$151,070.00	\$0.00	\$364,332.00	17%	\$1,768,754.00	\$36,433.20
DIVISION 10 - SPECIALTIES	\$261,659.00	\$6,600.00	\$825.00	\$0.00	\$7,425.00	3%	\$254,234.00	\$742.50
DIVISION 11 - EQUIPMENT	\$255,116.00	\$85,960.00	\$0.00	\$0.00	\$85,960.00	34%	\$169,156.00	\$8,596.00
DIVISION 12 - FURNISHINGS	\$158,711.00	\$72,639.00	\$0.00	\$0.00	\$72,639.00	46%	\$86,072.00	\$7,263.90
DIVISION 21 - FIRE SUPPRESSION	\$195,500.00	\$175,950.00	\$13,680.00	\$0.00	\$189,630.00	97%	\$5,870.00	\$18,963.00
DIVISION 22 - PLUMBING	\$624,726.00	\$474,790.00	\$18,741.00	\$0.00	\$493,531.00	79%	\$131,195.00	\$49,353.10
DIVISION 23 - HVAC	\$1,744,176.00	\$1,168,597.00	\$209,301.00	\$0.00	\$1,377,898.00	79%	\$366,278.00	\$137,789.80
DIVISION 26 - ELECTRICAL	\$5,043,346.00	\$1,883,032.00	\$568,350.00	\$0.00	\$2,451,382.00	49%	\$2,591,964.00	\$245,138.20
DIVISION 31 - EARTHWORK	\$872,300.00	\$151,793.00	\$0.00	\$0.00	\$151,793.00	17%	\$720,507.00	\$15,179.30
DIVISION 32 - EXTERIOR IMPROVEMENTS	\$1,671,720.00	\$137,461.00	\$30,339.00	\$0.00	\$167,800.00	10%	\$1,503,920.00	\$16,780.00
DIVISION 33 - UTILITIES	\$558,810.00	\$547,633.00	\$0.00	\$0.00	\$547,633.00	98%	\$11,177.00	\$54,763.30
SUB-TOTAL	\$28,214,000.00	\$15,510,378.00	\$1,531,835.00	\$0.00	\$17,042,213.00	60%	\$11,171,787.00	\$1,704,221.30
CHANGE ORDERS	\$426,939.00	\$321,266.00	\$10,410.00	\$0.00	\$331,676.00	78%	\$95,263.00	\$33,167.60
GRAND TOTAL	\$28,640,939.00	\$15,831,644.00	\$1,542,245.00	\$0.00	\$17,373,889.00	61%	\$11,267,050.00	\$1,737,388.90



LOS ALTOS COMMUNITY CENTER
 97 Hillview Avenue, Los Altos
 Budget Transfer and Contingency Log
 Oct 2020



DATE	DESCRIPTION OF CHANGE	PROJECT BUDGET LINE NUMBER*	AMOUNT	TYPE OF CHANGE	INTER BUDGET TRANSFER	SOFT COST CONTINGENCY	HARD COST CONTINGENCY	FF&E CONTINGENCY	COMMENTS
*Project Budget Line Numbers are an internal NOVA tracking tool.					Inter-Budget Transfer	Soft Cost Conting.	Hard Cost Conting.	FF&E Conting.	
Beginning Contingency Balance:						\$ 498,390	\$ 2,821,400	\$ 135,800	
11/18/2019	Removal of Special Inspections Testing as separate budget line item	S-510	\$ (74,876)	Soft Cost Conting.	\$ -	\$ (74,876)	\$ -	\$ -	Special Testing & Inspection added to Nova's contract
11/18/2019	Special Inspection & Testing added to Nova's contract	S-350	\$ 70,218	Soft Cost Conting.	\$ -	\$ 70,218	\$ -	\$ -	Special Testing & Inspection added to Nova's contract (Amendment #1)
10/4/2019	Removal of Abatement Monitoring as separate budget line item because already captured in Znapfly contract	S-570	\$ (68,000)	Soft Cost Conting.	\$ -	\$ (68,000)	\$ -	\$ -	
11/13/2019	Move funds from Contingency to CEQA Consultant	S-245	\$ 38,194	Soft Cost Conting.	\$ -	\$ 38,194	\$ -	\$ -	
10/30/2019	Move funds from Contingency to G&S contract	H-200	\$ 103,713	Hard Cost Conting.	\$ -	\$ -	\$ 103,713	\$ -	COR-001 - Shoup Park renovation for relocated staff
11/30/2019	Move funds from Contingency to G&S contract	H-200	\$ 9,545	Hard Cost Conting.	\$ -	\$ -	\$ 9,545	\$ -	COR-002 - Analysis of soils prior to haul-off / disposal
1/7/2020	Move funds from Contingency to G&S contract	H-200	\$ 17,347	Hard Cost Conting.	\$ -	\$ -	\$ 17,347	\$ -	COR-003 - Pitzl Hangers. Improved aesthetic at exposed beam connections @ 48 locations
1/21/2020	Move funds from Contingency to G&S contract	H-200	\$ 9,005	Hard Cost Conting.	\$ -	\$ -	\$ 9,005	\$ -	COR-005 - Design clarification at Café for under-slab grease waste and vent pipe
2/13/2020	Move funds from Contingency to G&S contract	H-200	\$ 9,867	Hard Cost Conting.	\$ -	\$ -	\$ 9,867	\$ -	COR-006 - Added Sprinklers at Trash Enclosure
2/20/2020	Move funds from Contingency to G&S contract	H-200	\$ 18,919	Hard Cost Conting.	\$ -	\$ -	\$ 18,919	\$ -	COR-004 - Bulletin 1: Design clarification structural and plumbing for PV panel maintenance
2/20/2020	Move funds from Contingency to G&S contract	H-200	\$ 41,395	Hard Cost Conting.	\$ -	\$ -	\$ 41,395	\$ -	COR-008 - Overtime Schedule Acceleration Efforts Nov to Jan
2/23/2020	Move funds from Contingency to G&S contract	H-200	\$ 90,492	Hard Cost Conting.	\$ -	\$ -	\$ 90,492	\$ -	COR-007 - Demo Unforeseen Conditions
3/6/2020	Move funds from Contingency to G&S contract	H-200	\$ 8,788	Hard Cost Conting.	\$ -	\$ -	\$ 8,788	\$ -	COR-009 - Utility Changes
3/12/2020	Move funds from Contingency to G&S contract	H-200	\$ 3,612	Hard Cost Conting.	\$ -	\$ -	\$ 3,612	\$ -	COR-010 - Rebar Changes
3/30/2020	Move funds from Contingency to G&S contract	H-200	\$ 3,322	Hard Cost Conting.	\$ -	\$ -	\$ 3,322	\$ -	COR-011 - Coiling Door Changes
5/26/2020	Reduction of Utility Fees and balance placed back in Soft Cost Contingency. Cal Water doing less work.	S-125	\$ (101,760)	Soft Cost Conting.	\$ -	\$ (101,760)	\$ -	\$ -	Cal Water doing less work
5/27/2020	Reduction of Haz Mat Survey and balance placed back in Soft Cost Contingency.	S-340	\$ (36,165)	Soft Cost Conting.	\$ -	\$ (36,165)	\$ -	\$ -	No other haz mat work expected
5/27/2020	Reduction of Biologist and balance placed back in Soft Cost Contingency.	S-380	\$ (17,611)	Soft Cost Conting.	\$ -	\$ (17,611)	\$ -	\$ -	No other biologist work expected
5/27/2020	Move funds from Contingency to City Utility Inspections	S-590	\$ 22,012	Soft Cost Conting.	\$ -	\$ 22,012	\$ -	\$ -	5/27: Requested by the City. Could not do in house
5/27/2020	Move funds from Contingency to G&S contract	H-200	\$ 2,008	Hard Cost Conting.	\$ -	\$ -	\$ 2,008	\$ -	COR-012 - Wood Door Veneer
5/27/2020	Move funds from Contingency to G&S contract	H-200	\$ 2,940	Hard Cost Conting.	\$ -	\$ -	\$ 2,940	\$ -	COR-013 - Soils
5/27/2020	Move funds from Contingency to G&S contract	H-200	\$ 16,012	Hard Cost Conting.	\$ -	\$ -	\$ 16,012	\$ -	COR-014 - 2" Rat Slab
5/27/2020	Move funds from Contingency to G&S contract	H-200	\$ 1,994	Hard Cost Conting.	\$ -	\$ -	\$ 1,994	\$ -	COR-015 - Floor Boxes and Recep
5/27/2020	Move funds from Contingency to G&S contract	H-200	\$ 4,991	Hard Cost Conting.	\$ -	\$ -	\$ 4,991	\$ -	COR-016 - Light Pole
7/8/2020	Move funds from Contingency to G&S contract	H-200	\$ (3,668)	Hard Cost Conting.	\$ -	\$ -	\$ (3,668)	\$ -	COR-017 - Remove VGA
9/25/2020	Move funds from Contingency to G&S contract	H-200	\$ 76,247	Hard Cost Conting.	\$ -	\$ -	\$ 76,247	\$ -	COR-018 - Schedule Ex #1
9/25/2020	Move funds from Contingency to G&S contract	H-200	\$ 10,410	Hard Cost Conting.	\$ -	\$ -	\$ 10,410	\$ -	COR-019 - Concrete Blockouts
9/29/2020	Reduction of Furniture and balance placed back in FF&E Cost Contingency.	F-130	\$ (290,236)	FF&E Conting.	\$ -	\$ -	\$ -	\$ (290,236)	No other furniture work expected
10/21/2020	Reduction of Plan Check Fees and balance placed back in Soft Cost Contingency.	S-105	\$ (38,104)	Soft Cost Conting.	\$ -	\$ (38,104)	\$ -	\$ -	No additional plan check fees anticipated
11/10/2020	Move funds from Contingency to Construction Management	S-350	\$ 241,768	Soft Cost Conting.	\$ -	\$ 241,768	\$ -	\$ -	Per City, Amendment #2R1 is approved.
11/10/2020	Move funds from Contingency to Architect	S-200	\$ 425,863	Soft Cost Conting.	\$ -	\$ 425,863	\$ -	\$ -	Per City, ASR 8 to ASR 16, Amendment #4 Approved
					\$ -	\$ -	\$ -	\$ -	
				Subtotal	\$ -	\$ 461,539	\$ 426,939	\$ (290,236)	
				Remaining Contingency Balance:		\$ 36,851	\$ 2,394,461	\$ 426,036	

Appendix B. Construction Schedule Details



Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	Activity % Complete	2020												2021											
							Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Los Altos Sept 30-2020-1							Los Altos Sept 30																							
MILESTONES							MILESTONES																							
Milestones							Milestones																							
PROJECT START							PROJECT START																							
A10000	Notice of Award	0	06-Aug-19 A	03-Sep-19 A		100%	Notice of Award																							
A10010	Contract Signed Aug 19, 2019	0	19-Aug-19 A			100%	Contract Signed Aug 19, 2019																							
A10020	Notice to Proceed	0	03-Sep-19 A			100%	Notice to Proceed																							
COVID 19 - VIRUS - PANDEMIC							COVID 19 - VIRUS - PANDEMIC																							
A10022	Start of Covid 19 Virus March 15, 2020	0	16-Mar-20 A			100%	Start of Covid 19 Virus March 15, 2020																							
A10023	Covid 19 Virus - Delay - Impacted Work Pe	63	16-Mar-20 A	17-May-20 A		100%	Covid 19 Virus - Delay - Impacted Work Period																							
A10024	Completion of Covid 19 Delay	0		17-May-20 A		100%	Completion of Covid 19 Delay																							
PROJECT COMPLETION							PROJECT COMPLETION																							
A10030	Final Completion - Contract	0		25-Nov-20	-18	0%	Final Completion - Contract																							
A10040	Change Orders Including Time (#18 19cd)	19	25-Nov-20	23-Dec-20	-18	0%	Change Orders Including Time (#18 19cd)																							
A10050	Revised Final Completion LD's \$4000/day	0		23-Dec-20*	-18	0%	Revised Final Completion LD's \$4000/day																							
A10055	SUBSTANTIAL COMPLETION	0		30-Mar-21	-113	0%	SUBSTANTIAL COMPLETION																							
A10060	Close Out	0		10-May-21*	-113	0%	Close Out																							
Permits							Permits																							
Permits							Permits																							
A10070	Apply for Air Quality Permit - Hazmat	10	06-Aug-19 A	19-Aug-19 A		100%	Apply for Air Quality Permit - Hazmat																							
A10080	Obtain Hazmat Permit	0	19-Aug-19 A			100%	Obtain Hazmat Permit																							
A10090	Demolition & Site Permit - City Issued	0	21-Oct-19 A			100%	Demolition & Site Permit - City Issued																							
A10100	Building Permit - City Issued	0	21-Oct-19 A			100%	Building Permit - City Issued																							
PG & E Service							PG & E Service																							
PG & E Service							PG & E Service																							
A10110	PG & E Design Service	88	16-Aug-19 A	23-Dec-19 A		100%	PG & E Design Service																							
A10120	PG & E Order Transformer	97	24-Dec-19 A	14-May-20 A		100%	PG & E Order Transformer																							
A10122	Green Tag Issued for Elec Room	5	26-Oct-20	02-Nov-20	-110	0%	Green Tag Issued for Elec Room																							
A10124	PG&E Mobilize - 8 Weeks	40	02-Nov-20	06-Jan-21	-110	0%	PG&E Mobilize - 8 Weeks																							
A10130	Pull Electrical Service Wire	15	10-Dec-20	06-Jan-21	90	0%	Pull Electrical Service Wire																							
A10140	PG & E Electrical Service	5	06-Jan-21	13-Jan-21	-110	0%	PG & E Electrical Service																							
CONSTRUCTION							CONSTRUCTION																							
RAIN & MUD DAYS							RAIN & MUD DAYS																							
R10000	Nov 28-2019 Rain	1	28-Nov-19 A	28-Nov-19 A		100%	Nov 28-2019 Rain																							
R10010	Dec 2-6, 2019 Rain	5	02-Dec-19 A	06-Dec-19 A		100%	Dec 2-6, 2019 Rain																							
R10020	Dec 7 - 10, Mud Days	2	07-Dec-19 A	10-Dec-19 A		100%	Dec 7 - 10, Mud Days																							
R10030	Dec 18, 2019	1	18-Dec-19 A	18-Dec-19 A		100%	Dec 18, 2019																							
R10040	Jan 16-2020	1	16-Jan-20 A	16-Jan-20 A		100%	Jan 16-2020																							
R10050	March 25, 2020	1	25-Mar-20 A	25-Mar-20 A		100%	March 25, 2020																							
HAZMAT & DEMO							HAZMAT & DEMO																							
HAZMAT & DEMO							HAZMAT & DEMO																							
A20000	START MOBILIZATION & HAZMAT	0	20-Aug-19 A			100%	START MOBILIZATION & HAZMAT																							
A20010	Mobilization	10	20-Aug-19 A	03-Sep-19 A		100%	Mobilization																							
A20020	Set Trailer & Toilets	10	20-Aug-19 A	03-Sep-19 A		100%	Set Trailer & Toilets																							
A20030	Temp Electrical	14	28-Aug-19 A	17-Sep-19 A		100%	Temp Electrical																							
A20040	Fencing	10	20-Aug-19 A	03-Sep-19 A		100%	Fencing																							
A20050	Survey Site	5	04-Sep-19 A	10-Sep-19 A		100%	Survey Site																							
A20060	Disconnect Power, Gas & Water (Owner)	30	30-Aug-19 A	11-Oct-19 A		100%	Disconnect Power, Gas & Water (Owner)																							
A20070	Hazmat Existing Buildings	19	09-Sep-19 A	03-Oct-19 A		100%	Hazmat Existing Buildings																							
A20080	Demolish Buildings & Remove Footings	25	22-Oct-19 A	26-Nov-19 A		100%	Demolish Buildings & Remove Footings																							
A20081	Remove Unforeseen Footings/Top Slab 7	25	22-Oct-19 A	26-Nov-19 A		100%	Remove Unforeseen Footings/Top Slab 7 days																							
A20090	Site Demolition	10	13-Nov-19 A	26-Nov-19 A		100%	Site Demolition																							
A20095	Site Survey	1	27-Nov-19 A	27-Nov-19 A		100%	Site Survey																							

█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone

