



CITY COUNCIL MEETING

TUESDAY, DECEMBER 15, 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/1482811559>

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 LISTEN to the City Council Meeting, members of the public may call 1-650-242-4929 (Meeting ID: **148 281 1559**). Please note that members of the public who call in using the telephone number will **NOT** be able to provide 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

ESTABLISH QUORUM

REPORT ON CLOSED SESSION

SPECIAL ITEMS

- Presentation of Proclamation to Community Services Agency (CSA)
- Community Center Update

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 December 8, 2020 Regular Meeting. (A. Chelemengos)
2. 2021 City Council meeting schedule: Approve the 2021 City Council meeting schedule (A. Chelemengos)
3. Halsey House Maintenance Funding Request: Approve allocation of \$25,000 from the City's General Fund for roof repairs, exterior wall waterproofing and perimeter groundwork of the Halsey House in Redwood Grove. (M. Hernandez)
4. Resolution No. 2020-41: Adopt Resolution No. 2020-41 accepting completion of the Fiscal Year 2019/20 Annual Street Slurry Seal Project and authorize the Engineering Services Director to record a Notice of Completion as required by law. FY-19/20 Annual Street Slurry Seal, Project TS-01004 (G. Watanabe)
5. Resolution No. 2020-42: Opposing The Valley Transportation Authority's 2016 Measure B 10-Year Outlook Base Scenario (J. Maginot)

PUBLIC HEARINGS -None

DISCUSSION ITEMS

6. 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)
7. Community Center Project Financing: Adopt Resolution authorizing the lease/leaseback financing in the maximum principal amount of \$10 million to finance a portion of the costs of the Community Center. (S. Etman)
8. 2021 City Council Assignments: Accept the Mayor's appointments to local and regional boards and Council Committees for 2021 (A. Chelemengos)
9. Emergency Measures for Addressing COVID-19: Receive an update from the Acting City Manager and provide direction on additional potential measures to address COVID-19 (J. Maginot)

INFORMATIONAL ITEMS ONLY

- 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 Member 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 **Community Services Agency (CSA)** was founded in 1957 and for over 60 years has provided food, housing and other important social services for low-income, homeless, seniors and other vulnerable populations of the Mountain View, Los Altos and Los Altos Hills communities; and

WHEREAS, in March 2020 the world experienced an unprecedented health pandemic, COVID 19, impacting every CSA program and service resulting in both an increase in the number of requests for services and requiring new safety protocols; and

WHEREAS CSA in response to the increased number of clients and their needs recruited hundreds of new volunteers to assist in meeting the needs; and

WHEREAS CSA over the last nine months has provided rental assistance to nearly 1,000 households, over 700 having been provided with a second month of rental assistance, bringing the total amount spent on this effort to \$3.4 million; and

WHEREAS CSA in order to ensure the health and safety of the elderly population implemented a Senior Nutrition Drive through program which has served approximately 30,000 meals (nearly 200 a day) to seniors since the start of the pandemic in addition to continuing to provide other senior services such as case management and home food delivery; and

WHEREAS, CSA in the wake of the COVID-19 crisis had over 800 new households register for their Homeless Prevention Services (HPS) and Homeless Services Program between March and June 2020, where this program serves approximately 5,000 people in total in a typical year; and

WHEREAS CSA also continues to operate food pantry services in the parking lot to provide nutritious groceries to the general public serving nearly 1,400 individuals in the month of November alone and in addition to delivering groceries, 7 day a week to those diagnosed with COVID 19 so they may quarantine safely and avoid spreading the virus;

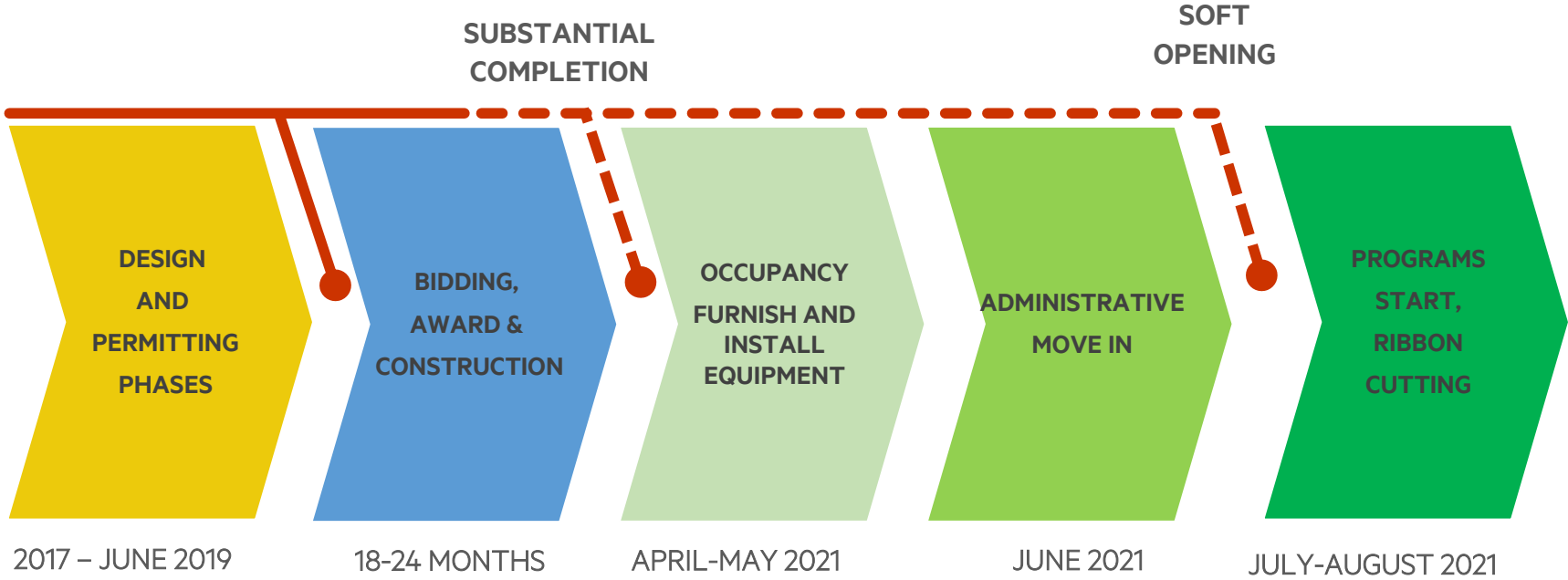
NOW, THEREFORE, I, Neysa Fligor, Mayor of the City of Los Altos, and on behalf of the entire Los Altos City Council, do hereby thank and expresses sincere appreciation for the services and contributions CSA provides to the community especially during this crucial time.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of the City of Los Altos this 15th day of December 2020.

Neysa Fligor, MAYOR

**Los Altos
Community Center
City Council**

PROJECT SCHEDULE & MILESTONES



DATES SUBJECT TO COVID-19 CONDITIONS



EXISTING AERIAL CONTEXT OVERVIEW



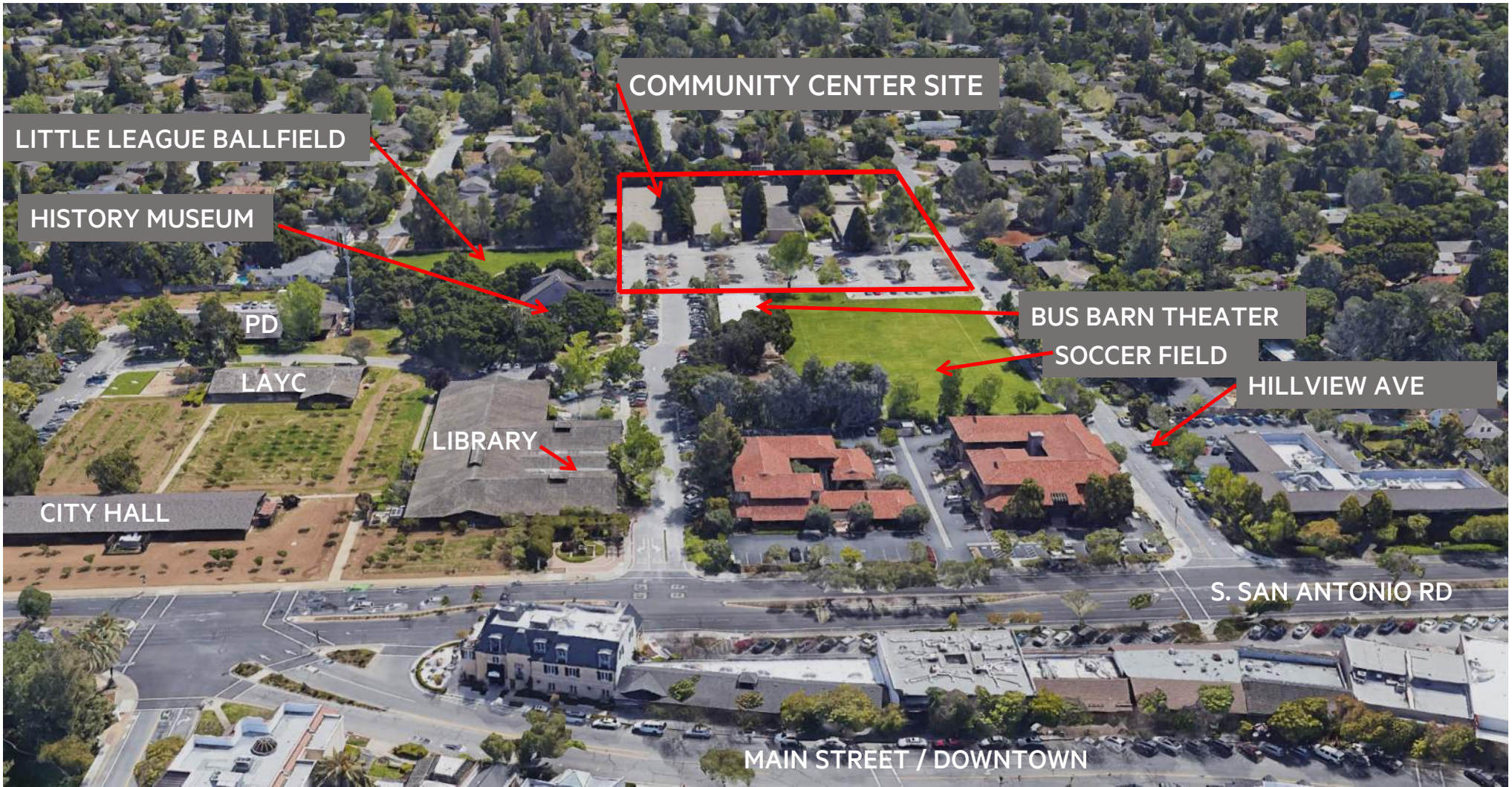


The mission of our staff, council, commissions, committees and volunteers is to foster and maintain the City of Los Altos as a great place to live and to raise a family.





EXISTING AERIAL CONTEXT OVERVIEW



NEW AERIAL VIEW FROM ABOVE LIBRARY



NEW
COMMUNITY
CENTER

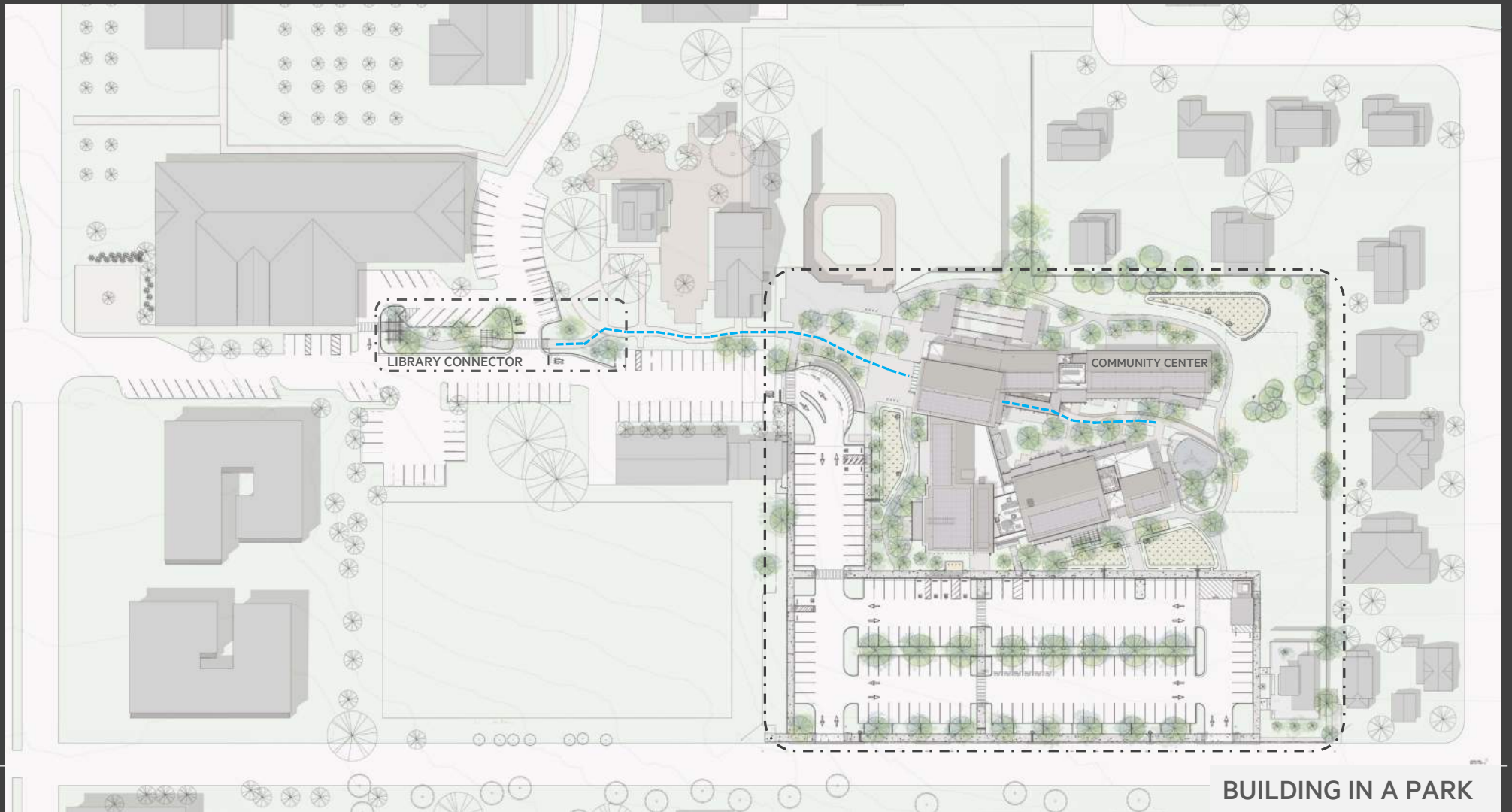
HILLVIEW
AVE

LITTLE LEAGUE
BALLFIELD

HISTORY
MUSEUM

SOCCER
FIELD

SITE PLAN - LANDSCAPE



BUILDING IN A PARK



ARCHITECTURAL CHARACTER: PRECEDENTS AND CONTEXT

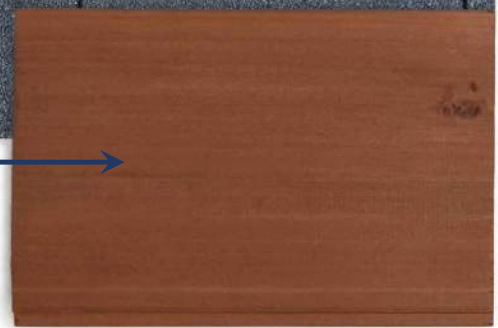


MATERIALS

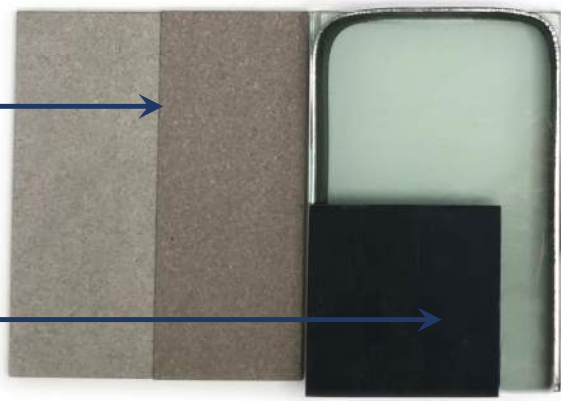
ASPHALT SHINGLE ROOFING



NATURAL WOOD ACCENT WALLS



FIBER CEMENT PANELS



WINDOW GLAZING W/ ALUMINUM FRAMES

STUCCO



NATURAL WOOD SOFFITS AND TRELLIS

SCORED CONCRETE PLAZA PAVING

BOCCE COURT



COURTYARD RIVER ROCK



DG WALKING PATH







Los Altos
Community
Center



Los Altos Hillview Community Center

LEED-NC v4 Equivalency Scorecard - Points as of 6/13/2019



61 8 2 41 Total Project Score Certified 40-49 points Silver 50-59 points **Gold 60-79 points** Platinum 80 or more points

Yes	Y	YN	No			
				1	Credit 1	Integrative Process

7 9 Location and Transportation 16 Points Possible

Yes	Y	YN	No			
				1	Credit 2	Sensitive Land Protection
				1	Credit 3	High Priority Site
				2	Credit 4	Surrounding Density and Diverse Uses
				5	Credit 5	Access to Quality Transit
				1	Credit 6	Bicycle Facilities
				1	Credit 7	Reduced Parking Footprint
				1	Credit 8	Green Vehicles

9 1 Sustainable Sites 10 Points Possible

Yes	Y	YN	No			
					Prereq 1	Construction Activity Pollution Prevention
				1	Credit 1	Site Assessment
				2	Credit 2	Site Development - Protect or Restore Habitat
				1	Credit 3	Open Space
				2	Credit 4	Rainwater Management
				2	Credit 5	Heat Island Reduction
				1	Credit 6	Light Pollution Reduction

6 5 Water Efficiency 11 Points Possible

Yes	Y	YN	No			
					Prereq 1	Outdoor Water Use Reduction, 30%
					Prereq 2	Indoor Water Use Reduction, 20%
					Prereq 3	Building-Level Water Metering
				1	Credit 1	Outdoor Water Use Reduction, 50% - 100%
				4	Credit 2	Indoor Water Use Reduction, 25% - 50%
				2	Credit 3	Cooling Tower Water Use
				1	Credit 4	Water Metering

19 4 10 Energy & Atmosphere 33 Points Possible

Yes	Y	YN	No			
					Prereq 1	Fundamental Commissioning and Verification
					Prereq 2	Minimum Energy Performance
					Prereq 3	Building-Level Energy Metering
					Prereq 4	Fundamental Refrigerant Management
				4	Credit 1	Enhanced Commissioning
				10	Credit 2	Optimize Energy Performance
				1	Credit 3	Advanced Energy Metering
				2	Credit 4	Demand Response
				3	Credit 5	Renewable Energy Production
				1	Credit 6	Enhanced Refrigerant Management
				2	Credit 7	Green Power and Carbon Offsets

2 2 1 8 Materials & Resources 13 Points Possible

Yes	Y	YN	No			
					Prereq 1	Storage & Collection of Recyclables
					Prereq 2	Construction & Demolition Waste Mgmt. Planning
				5	Credit 1	Building Life-Cycle Impact Reduction
				1	Credit 2	Building Products: EPD's
				1	Credit 3	Building Products: Sourcing of Raw Materials
				1	Credit 4	Building Products: Material Ingredients
				1	Credit 5	Construction & Demolition Waste Management

9 2 5 Indoor Environmental Quality 16 Points Possible

Yes	Y	YN	No			
					Prereq 1	Minimum IAQ Performance
					Prereq 2	Environmental Tobacco Smoke (ETS) Control
				2	Credit 1	Enhanced Indoor Air Quality Strategies
				1	Credit 2	Low-Emitting Interiors
				1	Credit 3	Construction Indoor Air Quality Management Plan
				1	Credit 4	Indoor Air Quality Assessment
				1	Credit 5	Thermal Comfort
				1	Credit 6	Interior Lighting
				1	Credit 7	Daylight
				1	Credit 8	Quality Views
				1	Credit 9	Acoustic Performance

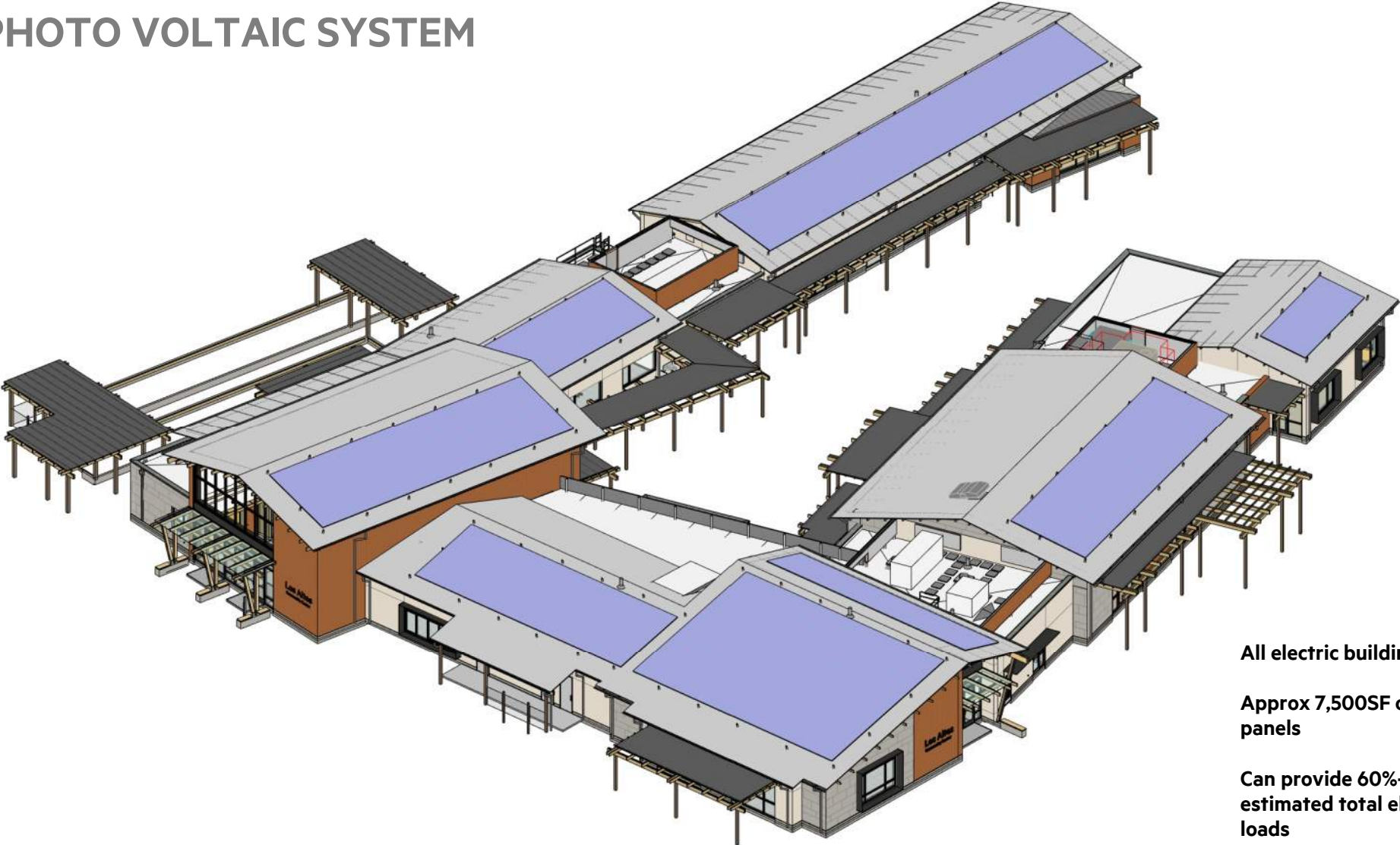
6 Innovation & Design Process 6 Points Possible

Yes	Y	YN	No			
				1	Credit 1.1	Exemplary Performance or Innovation: TBD
				1	Credit 1.2	Innovation: Low Mercury Lighting
				1	Credit 1.3	Innovation: Green Building Education
				1	Credit 1.4	Innovation: Green O+M Policies
				1	Credit 1.5	Pilot Credit: Social Equity
				1	Credit 2	LEED™ Accredited Professional

2 1 3 Regional Credits 4 Points Possible

Yes	Y	YN	No			
				94022	←	zip code
				1	Credit 1.1	Regional Credit: Access to Quality Transit, 5 points
				1	Credit 1.2	Regional Credit: Rainwater Management, 98th Percentile
				1	Credit 1.3	Regional Credit: Outdoor Water Use Reduction, 100%
				1	Credit 1.4	Regional Credit: Indoor Water Use Reduction, 40%
				1	Credit 1.5	Regional Credit: Optimize Energy Performance, 24%
				1	Credit 1.6	Regional Credit: BPDO Sourcing of Raw Materials

PHOTO VOLTAIC SYSTEM



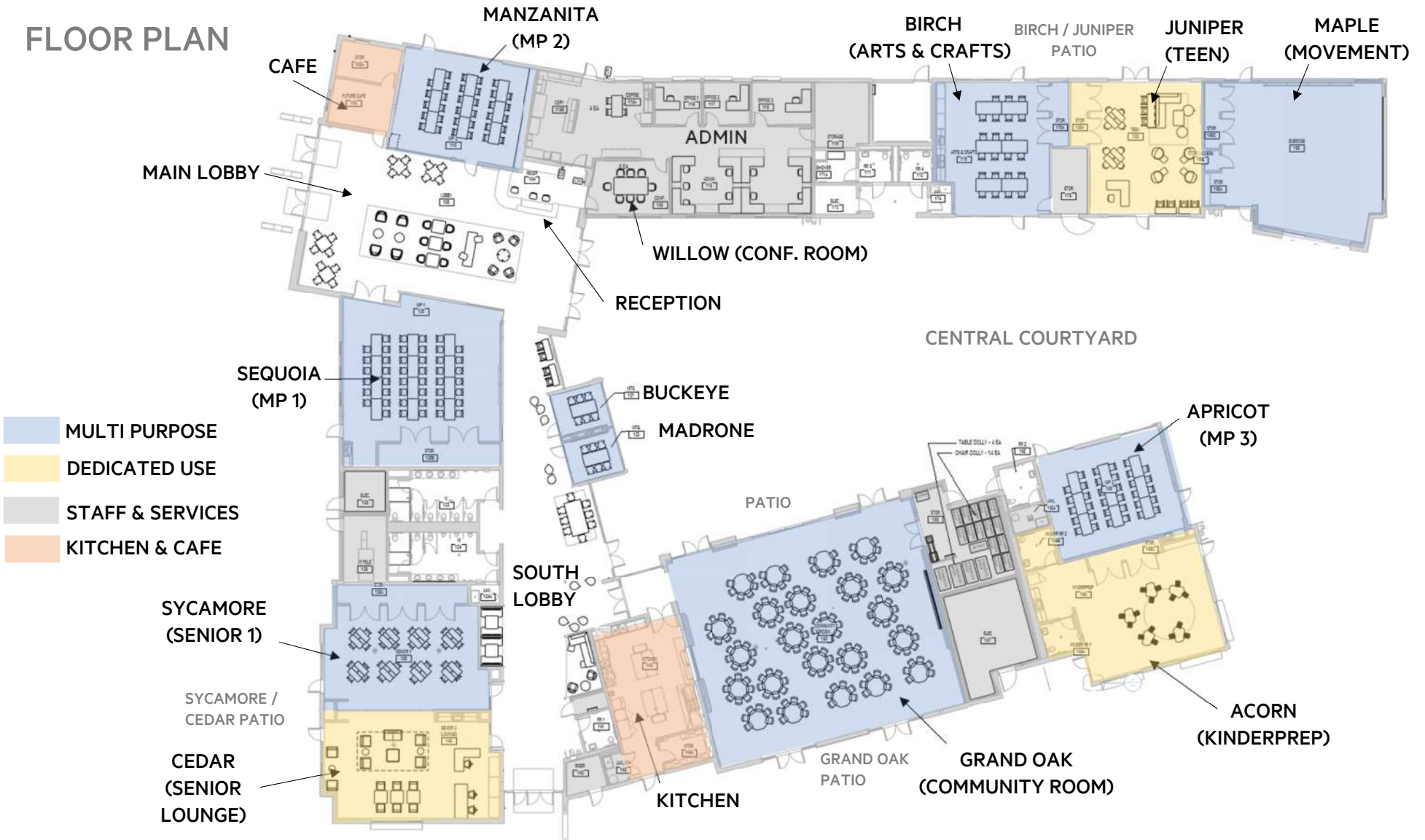
All electric building

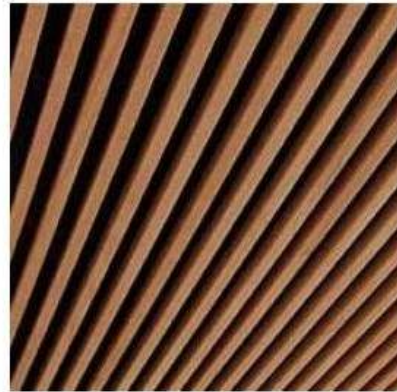
Approx 7,500SF of PV panels

Can provide 60%-90% of estimated total electrical loads

INTERIOR SPACES

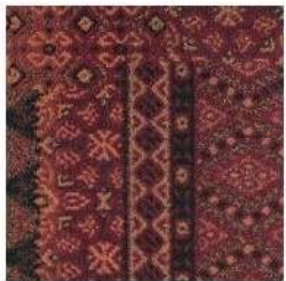
FLOOR PLAN





Wood at ceiling

Eurospan



Accent carpet

Accent carpet

Acoustic deck

Wall tile



Main carpet

Concrete flooring

Metal accents

Wood-look resilient flooring

Resilient Flooring

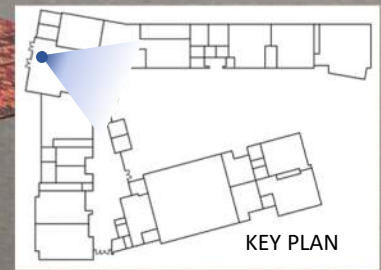
Porcelain floor tile

Lobby and public spaces

Community Room

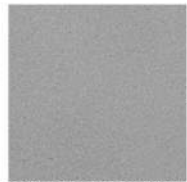
Multi-Purpose Rooms

Restrooms





FABRIC WRAPPED ACOUSTIC PANELS



SOLID SURFACE COUNTERTOP



CEDAR SIDING



WOOD GRILLE



ACOUSTIC PLANKS



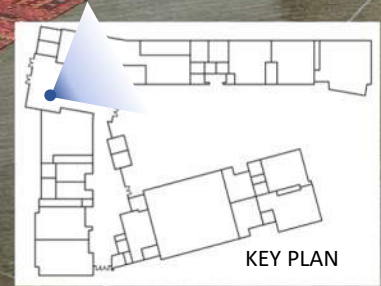
ACCENT PAINT - COLOR TBD

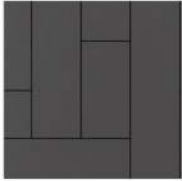


POLISHED CONCRETE



CARPET TILE





EQUITONE



WOOD GRILLE



WOOD GRILLE



CARPET TILE



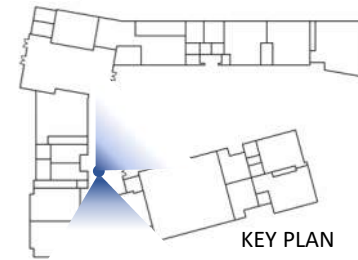
POLISHED CONCRETE



CEDAR



CARPET TILE



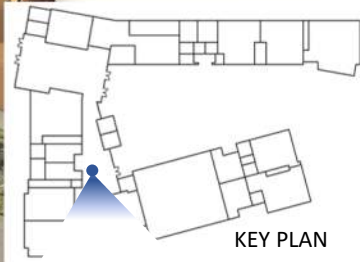
KEY PLAN

LOS ALTOS COMMUNITY CENTER

SOUTH LOBBY



LOS ALTOS COMMUNITY CENTER



SOUTH LOBBY



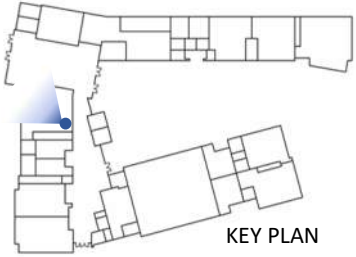
EXPOSED ACOUSTICAL DECKING



LOS ALTOS COMMUNITY CENTER



WOOD GRILLE



KEY PLAN

SEQUOIA (MP1)

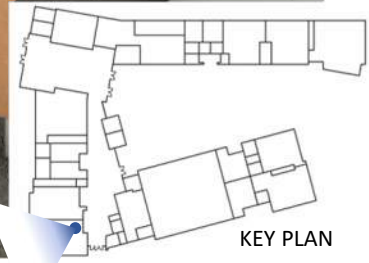


LOS ALTOS COMMUNITY CENTER

GRAND OAK (COMMUNITY ROOM)



LOS ALTOS COMMUNITY CENTER



KEY PLAN

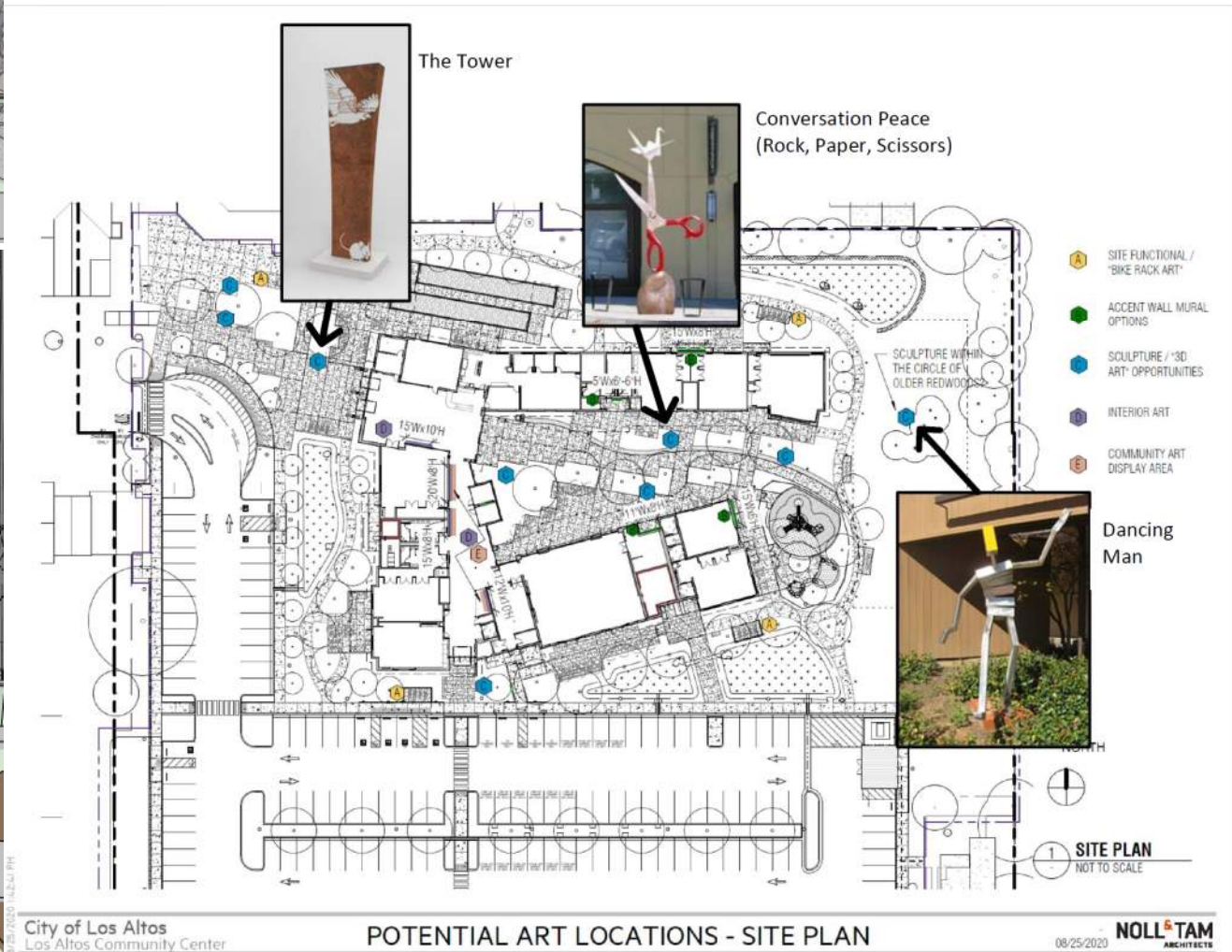
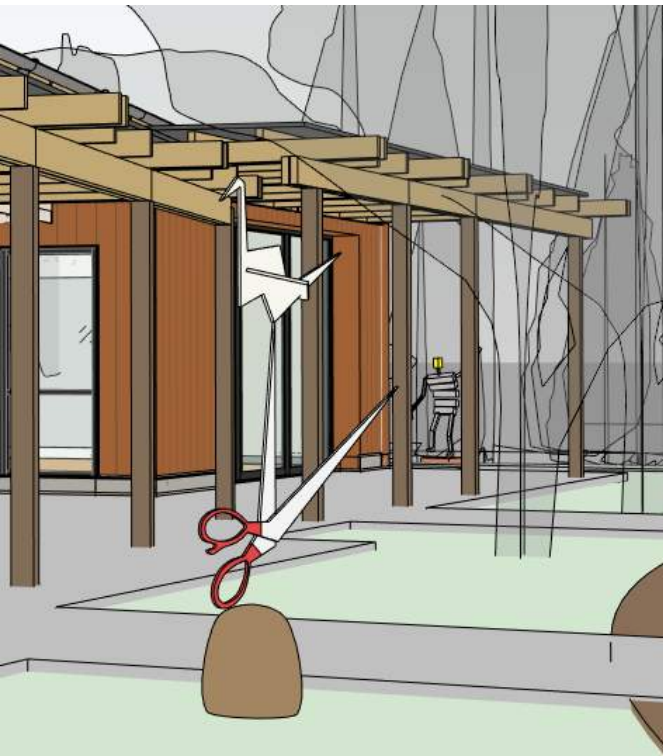
CEDAR (SENIOR'S LOUNGE)

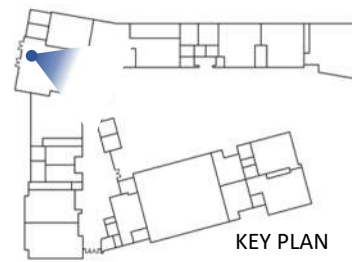


LOS ALTOS COMMUNITY CENTER

CEDAR (SENIOR'S LOUNGE)

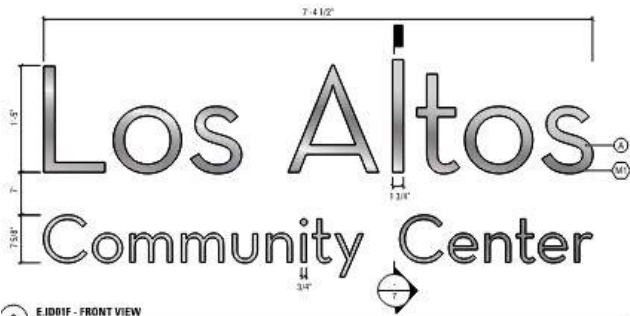
ART





KEY PLAN

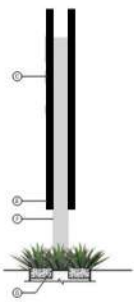
IDENTITY



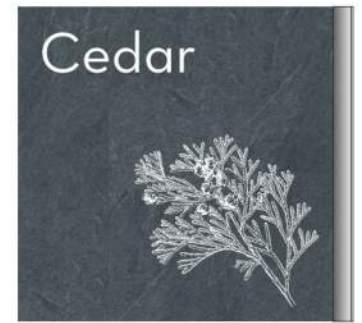
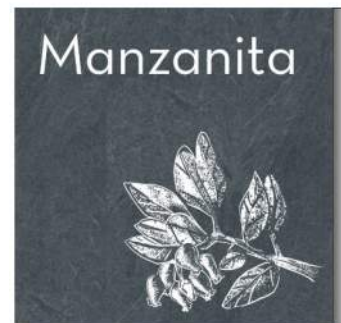
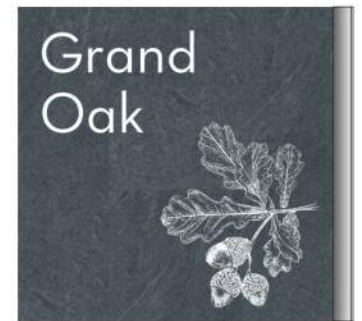
6 EDDIF - FRONT VIEW
Scale: 1/4\"/>



7 EDDIF - OPTION B - CONTEXT ELEVATION
Scale: 1/4\"/>



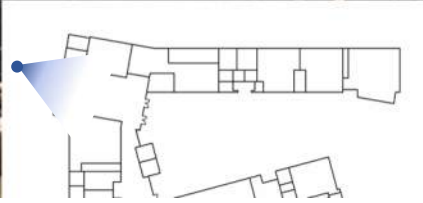
8 EDDIF - PEDESTRIAN VIEW (WITH FOOTING SECTION)
Scale: 1/4\"/>



CONSTRUCTION PROGRESS

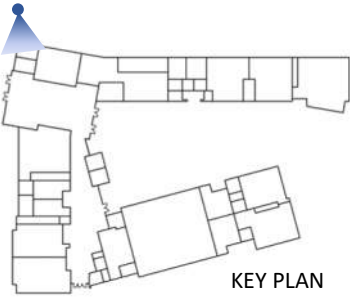




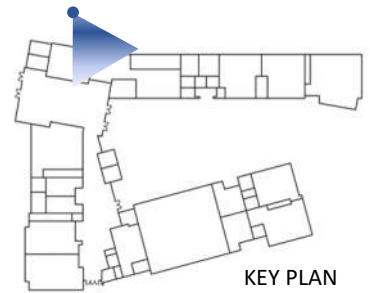


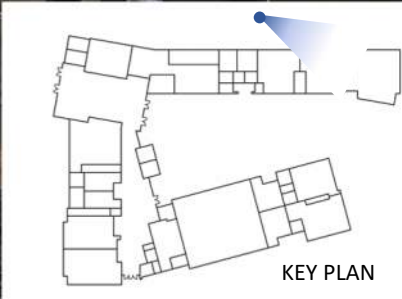


**NORTH BAR PROGRESS/
EQUITONE MOCKUP**

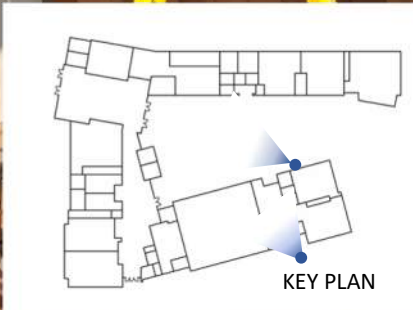


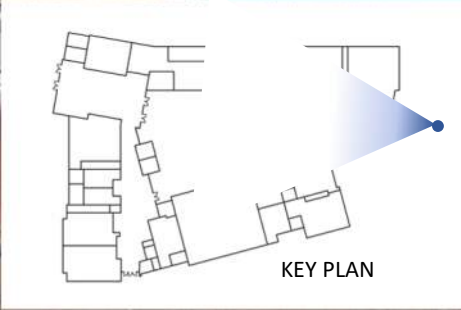
KEY PLAN

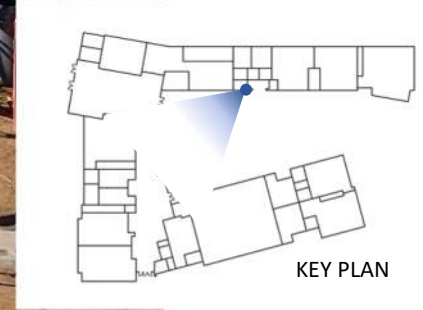


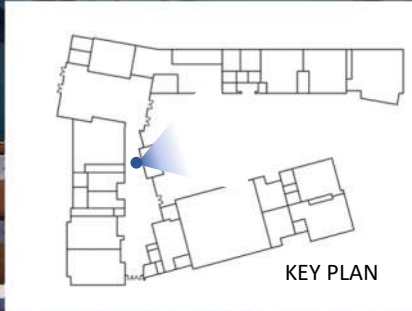


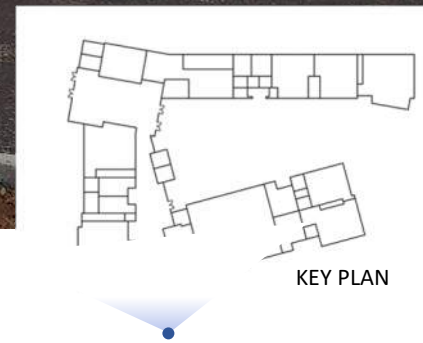
EXTERIOR PROGRESS

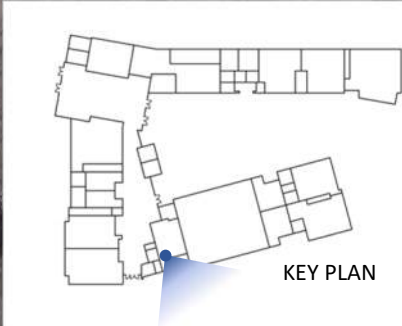






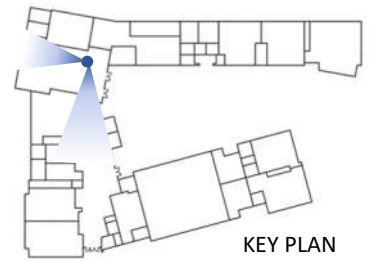


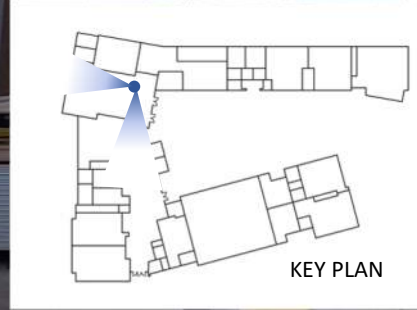






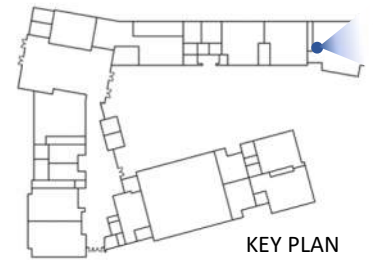
KEY PLAN







MAPLE ROOM



KEY PLAN



MAPLE ROOM



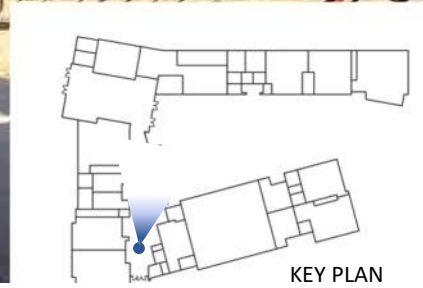
KEY PLAN



FINISHING -WALL BOARD AND PAINT BIRCH AND APRICOT ROOMS



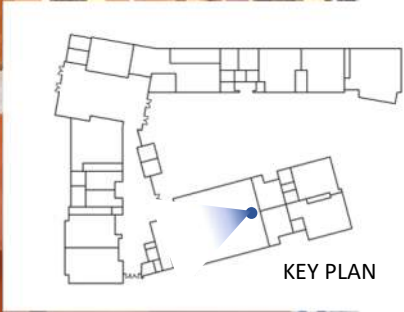
**SOUTH ENTRY
BUCKEYE AND MADRONE MEETING ROOMS**



KEY PLAN



GRAND OAK



KEY PLAN





City of Los Altos

Los Altos Community Center



MONTHLY REPORT #15

NOVEMBER 2020

PREPARED BY NOVA PARTNERS, INC.

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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 November 2020, installation of mechanical and electrical systems continues. On the exterior, the building is beginning to take shape. Substantial progress was made on the roof and the building exterior. Drywall and other interior finished continue to be installed.

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 April, 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

November 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.
- Continued Drywall installation.
- Continued progress on roofing waterproofing, shingles, PV and Fall Protection equipment.
- Curb and gutter progress at Hillview Parking lot.

Upcoming Activities:

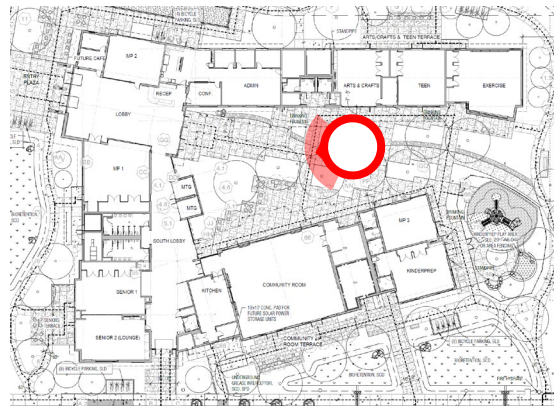
During November 2020, Gonsalves & Stronck Construction expects to perform the following activities:

- Continued COVID-19 implementation of health and safety protocols in accordance with Santa Clara County.
- Continued electrical installation and drywall
- Continued building exterior finishes and windows.
- 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.



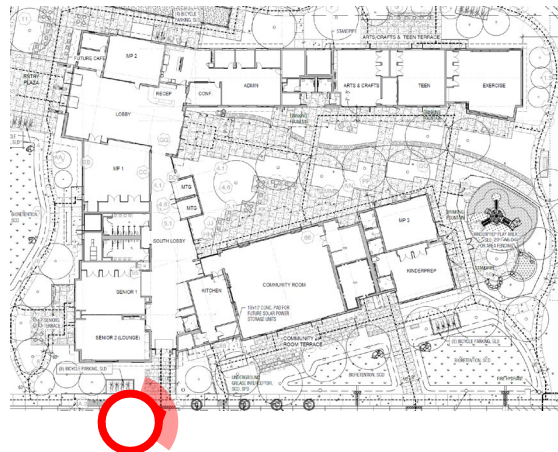
Exterior at Main Courtyard



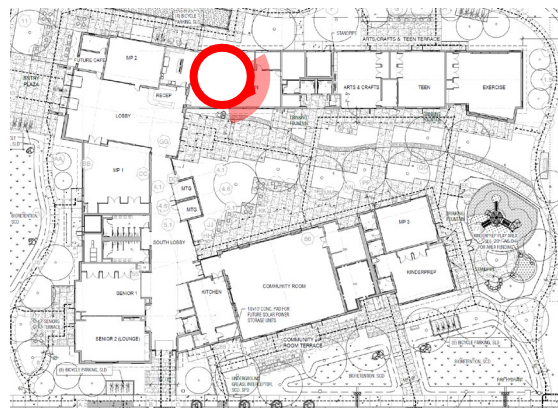
Exterior Progress along Hillview Ave.

Project Photos

Progress photographs from October, 2020.



Curb and Gutter progress at Hillview Parking Lot



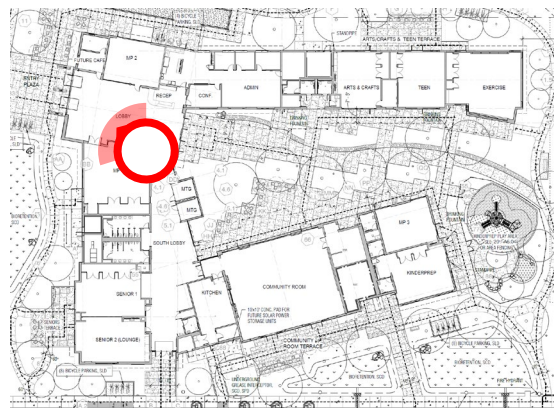
Interior Progress at Admin Wing

Project Photos

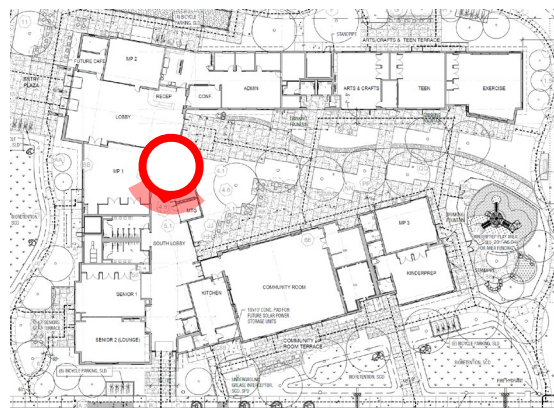
Progress photographs from October, 2020.



Interior at Main Lobby



Interior Progress at South Lobby

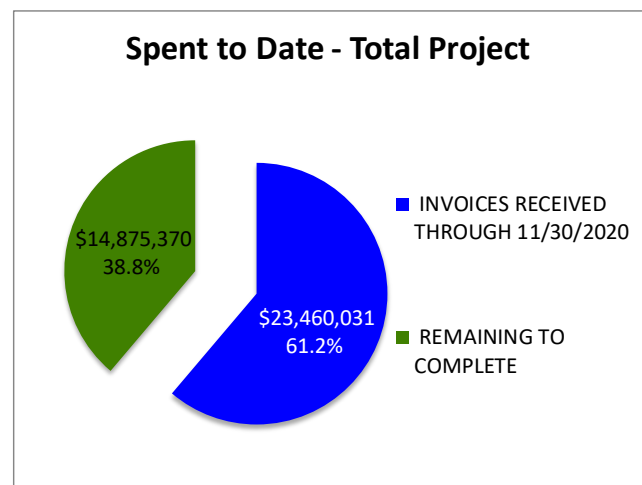
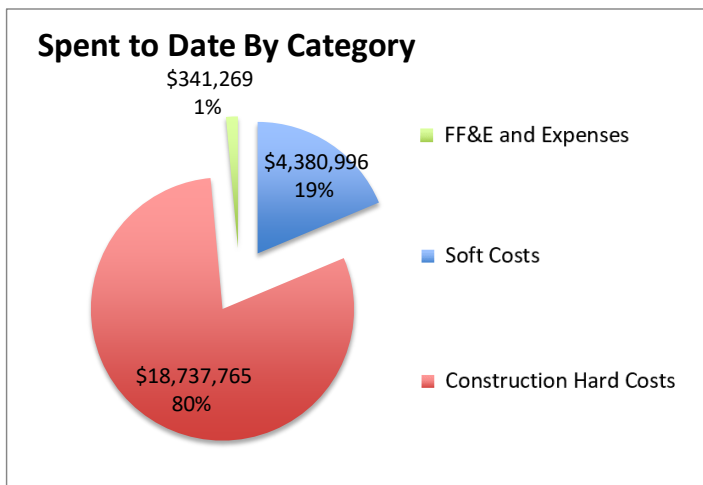


Project Budget: November Status



LOS ALTOS COMMUNITY CENTER
97 Hillview Avenue, Los Altos
Project Dashboard - Executive Summary
Nov 2020

BUDGET LINE DESCRIPTION	APPROVED PROJECT BUDGET AUG 2019	BUDGET REALLOCATIONS	CURRENT FORECAST	INVOICES RECEIVED THROUGH 11/30/2020	REMAINING TO COMPLETE	PERCENT COMPLETE
Soft Costs	\$ 5,535,443	\$ -	\$ 5,535,443	\$ 4,380,996	\$ 1,154,447	79.1%
Construction Hard Costs	\$ 31,035,400	\$ -	\$ 31,035,400	\$ 18,737,765	\$ 12,297,635	60.4%
FF&E and Expenses	\$ 1,764,557	\$ -	\$ 1,764,557	\$ 341,269	\$ 1,423,288	19.3%
Total Project Costs	\$ 38,335,400	\$ -	\$ 38,335,400	\$ 23,460,031	\$ 14,875,370	61.2%



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	11/2/2020
13	Roofing Shingles/Flat Roof Membrane	231	5/27/2020	1/13/2021	5/27/2020	
14	Exterior Wall Finishes	232	5/18/2020	1/5/2021	6/1/2020	
15	Interior Finishes	371	3/9/2020	3/15/2021	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	63	10/26/2020	12/28/2020	10/26/2020	
18	Exterior Sitework; Landscape/Lights	61	12/23/2020	2/22/2021		
19	Concrete Sidewalk & Trellis Systems	91	11/6/2020	2/5/2021		
20	Commissioning of Systems	43	1/13/2021	2/25/2021		
21	Substantial Completion	9	4/7/2021	4/16/2021		
22	Temporary Certificate of Occupancy	23	3/15/2021	4/7/2021		
23	Furniture Move-in	25	4/16/2021	5/11/2021		
24	Final Occupancy	16	5/11/2021	5/27/2021		

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 April, 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
 Nov 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 11/30/2020	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	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	\$ 12,976	43.3%	\$ 17,024	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	\$ 4,380,996	79.7%	\$ 1,117,596	
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	\$ 4,380,996	79.1%	\$ 1,154,447	
CONSTRUCTION HARD COSTS													
H-200	Construction	Gonsalves & Stronck	\$ 28,214,000	\$ 508,834	\$ 28,722,834	\$ 1,172	\$ 28,214,000	\$ 508,834	\$ 28,722,834	\$ 18,737,765	65.2%	\$ 9,985,069	G&S contract plus approved Change Orders
SUBTOTAL			\$ 28,214,000	\$ 508,834	\$ 28,722,834	\$ 1,172	\$ 28,214,000	\$ 508,834	\$ 28,722,834	\$ 18,737,765	65.2%	\$ 9,985,069	
Construction/Owner Contingency		10%	\$ 2,821,400	\$ (508,834)	\$ 2,312,566	\$ 94						\$ 2,312,566	
CONSTRUCTION HARD COST TOTAL			\$ 31,035,400	\$ -	\$ 31,035,400	\$ 1,267	\$ 28,214,000	\$ 508,834	\$ 28,722,834	\$ 18,737,765	60.4%	\$ 12,297,635	
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	\$ 65,267	34.4%	\$ 124,733	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	\$ 317,026	24.3%	\$ 986,496		
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	\$ 317,026	18.3%	\$ 1,412,531		
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	\$ 1,809,613	\$ 35,008,106	\$ 23,460,031	61.2%	\$ 14,875,369	



LOS ALTOS COMMUNITY CENTER
97 Hillview Avenue, Los Altos
Construction Cost Breakdown
Nov 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	\$3,526,547.00	\$219,387.00	\$0.00	\$3,745,934.00	80%	\$917,472.00	\$374,593.40
DIVISION 2 - DEMO	\$612,000.00	\$583,790.00	\$16,120.00	\$0.00	\$599,910.00	98%	\$12,090.00	\$59,991.00
DIVISION 3 - CONCRETE	\$896,325.00	\$830,872.00	\$1,434.00	\$0.00	\$832,306.00	93%	\$64,019.00	\$83,230.60
DIVISION 5 - METALS	\$1,348,650.00	\$1,331,985.00	\$7,495.00	\$0.00	\$1,339,480.00	99%	\$9,170.00	\$133,948.00
DIVISION 6 - WOOD AND PLASTICS	\$3,742,780.00	\$2,856,540.00	\$48,205.00	\$0.00	\$2,904,745.00	78%	\$838,035.00	\$290,474.50
DIVISION 7 - THERMAL AND MOISTURE PROTECTION	\$2,075,083.00	\$1,192,820.00	\$112,623.00	\$0.00	\$1,305,443.00	63%	\$769,640.00	\$130,544.30
DIVISION 8 - WINDOWS AND DOORS	\$1,356,606.00	\$809,636.00	\$103,500.00	\$0.00	\$913,136.00	67%	\$443,470.00	\$91,313.60
DIVISION 9 - FINISHES	\$2,133,086.00	\$364,332.00	\$120,341.00	\$0.00	\$484,673.00	23%	\$1,648,413.00	\$48,467.30
DIVISION 10 - SPECIALTIES	\$261,659.00	\$7,425.00	\$25,878.00	\$0.00	\$33,303.00	13%	\$228,356.00	\$3,330.30
DIVISION 11 - EQUIPMENT	\$255,116.00	\$85,960.00	\$43,283.00	\$48,880.00	\$178,123.00	70%	\$76,993.00	\$17,812.30
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	\$189,630.00	\$0.00	\$0.00	\$189,630.00	97%	\$5,870.00	\$18,963.00
DIVISION 22 - PLUMBING	\$624,726.00	\$493,531.00	\$24,989.00	\$0.00	\$518,520.00	83%	\$106,206.00	\$51,852.00
DIVISION 23 - HVAC	\$1,744,176.00	\$1,377,898.00	\$69,767.00	\$0.00	\$1,447,665.00	83%	\$296,511.00	\$144,766.50
DIVISION 26 - ELECTRICAL	\$5,043,346.00	\$2,451,382.00	\$421,650.00	\$0.00	\$2,873,032.00	57%	\$2,170,314.00	\$287,303.20
DIVISION 31 - EARTHWORK	\$872,300.00	\$151,793.00	\$32,882.00	\$0.00	\$184,675.00	21%	\$687,625.00	\$18,467.50
DIVISION 32 - EXTERIOR IMPROVEMENTS	\$1,671,720.00	\$167,800.00	\$22,754.00	\$0.00	\$190,554.00	11%	\$1,481,166.00	\$19,055.40
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	\$17,042,213.00	\$1,270,308.00	\$48,880.00	\$18,361,401.00	65%	\$9,852,599.00	\$1,836,140.10
CHANGE ORDERS	\$508,834.00	\$331,676.00	\$44,688.00	\$0.00	\$376,364.00	74%	\$132,470.00	\$37,636.40
GRAND TOTAL	\$28,722,834.00	\$17,373,889.00	\$1,314,996.00	\$48,880.00	\$18,737,765.00	65%	\$9,985,069.00	\$1,873,776.50

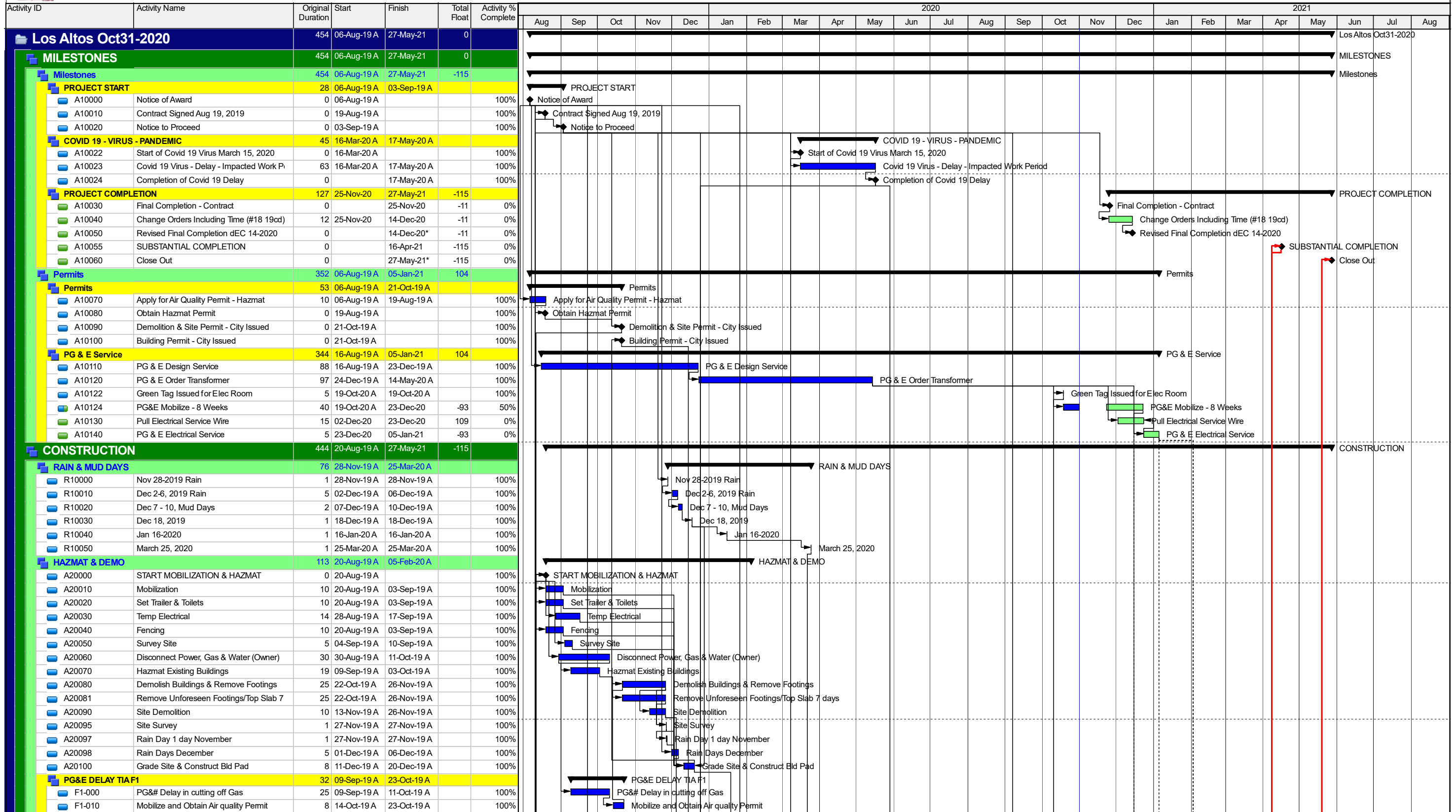


LOS ALTOS COMMUNITY CENTER
 97 Hillview Avenue, Los Altos
 Budget Transfer and Contingency Log
 Nov 2020

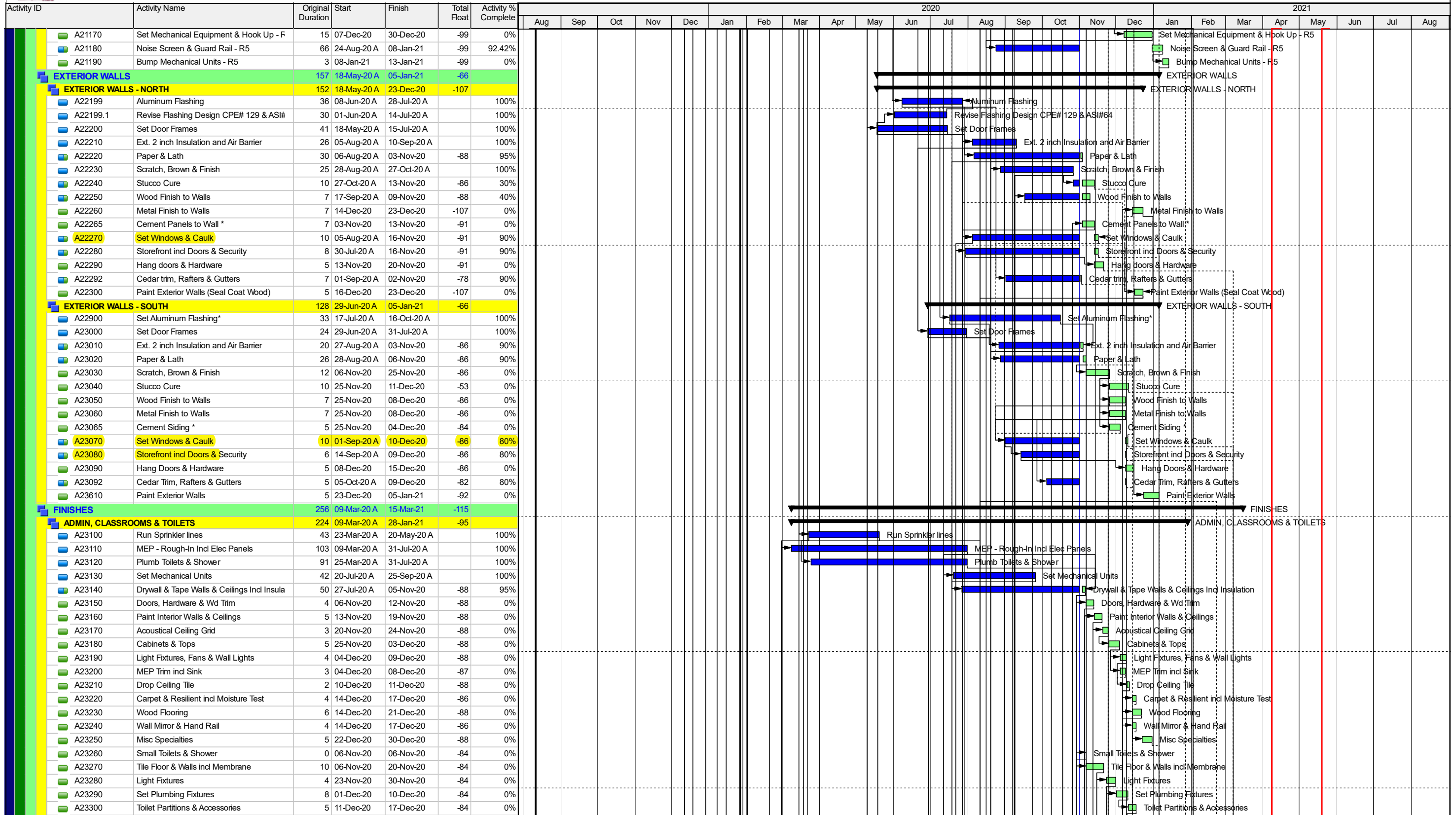


DATE	DESCRIPTION OF CHANGE	PROJECT BUDGET LINE NUMBER*	AMOUNT	TYPE OF CHANGE	INTER BUDGET TRANSFER	SOFT COST CONTINGENCY	HARD COST CONTINGENCY	FF&E CONTINGENCY	COMMENTS
*Project Budget Line Numbers are an internal NOVA tracking tool.					Inter-Budget Transfer	Soft Cost Conting.	Hard Cost Conting.	FF&E 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
11/17/2020	Move funds from Contingency to G&S contract	H-200	\$ 10,324	Hard Cost Conting.	\$ -	\$ -	\$ 10,324	\$ -	COR-020 - Utility Boxes
11/17/2020	Move funds from Contingency to G&S contract	H-200	\$ 4,872	Hard Cost Conting.	\$ -	\$ -	\$ 4,872	\$ -	COR-021 - Kitchen Door
11/17/2020	Move funds from Contingency to G&S contract	H-200	\$ 4,175	Hard Cost Conting.	\$ -	\$ -	\$ 4,175	\$ -	COR-022 - Roof Screen Doors
11/17/2020	Move funds from Contingency to G&S contract	H-200	\$ 35,538	Hard Cost Conting.	\$ -	\$ -	\$ 35,538	\$ -	COR-023 - Timber Pro Coatings
11/17/2020	Move funds from Contingency to G&S contract	H-200	\$ (12,711)	Hard Cost Conting.	\$ -	\$ -	\$ (12,711)	\$ -	COR-024 - Door Hardware +
11/17/2020	Move funds from Contingency to G&S contract	H-200	\$ 7,680	Hard Cost Conting.	\$ -	\$ -	\$ 7,680	\$ -	COR-025 - RR and Flooring Changes
11/17/2020	Move funds from Contingency to G&S contract	H-200	\$ (1,302)	Hard Cost Conting.	\$ -	\$ -	\$ (1,302)	\$ -	COR-026 - Storefront Revs
11/17/2020	Move funds from Contingency to G&S contract	H-200	\$ 20,252	Hard Cost Conting.	\$ -	\$ -	\$ 20,252	\$ -	COR-027 - AC Grinding
11/17/2020	Move funds from Contingency to G&S contract	H-200	\$ 2,802	Hard Cost Conting.	\$ -	\$ -	\$ 2,802	\$ -	COR-028 - Tree Removal
11/17/2020	Move funds from Contingency to G&S contract	H-200	\$ 10,265	Hard Cost Conting.	\$ -	\$ -	\$ 10,265	\$ -	COR-029 - OT Thru Feb 2020
					\$ -	\$ -	\$ -	\$ -	
Subtotal					\$ -	\$ 461,539	\$ 508,834	\$ (290,236)	
Remaining Contingency Balance:						\$ 36,851	\$ 2,312,566	\$ 426,036	

Appendix B. Construction Schedule Details



█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone



█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone



**MINUTES OF THE MEETING OF
THE CITY COUNCIL OF THE CITY OF LOS ALTOS
TUESDAY, DECEMBER 8, 2020
Held Via Video/Teleconference**

MEETING CALLED TO ORDER

At 7:01 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 – Potential Litigation
Pursuant to Government Code Section 54956.9(d)(2)

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 other than the Closed Session scheduled for later in the evening had been cancelled.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following members of the public commented: Pete Daily, Salim, Govind, The Beryls, Joe Beninato, Josh Becker, Rahul, Jeff Bryon, Marc Berman, Kim Mosley, Teresa Morris, and Christophe Mosby.

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 24, 2020 regular meeting
2. Resolution No. 2020-40: Declaration of election results and canvass of returns: Adopt Resolution No. 2020-40 declaring the results of the November 3, 2020 General Municipal Election and declaring the results to be final.

Mayor Pepper moved that the City Council to approve the Consent Calendar. 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

SPECIAL ITEMS

3. Remarks from Council Member Bruins and Mayor Pepper

Council Member Bruins and Mayor Pepper provided individual remarks. Vice Mayor Fligor provided individual remarks.

A. Presentation of plaque to outgoing Mayor

Vice Mayor Fligor presented Mayor Pepper a plaque in appreciation of her service.

4. Administration of Oath of Office to new Council Members

City Clerk Chelemengos administered the Oath of Office to Council Members Meadows, Lee Eng and Weinberg. Each provided brief, individual remarks.

5. Council Reorganization

A. Election of Mayor

Council Member Enander nominated Vice Mayor Fligor to serve as Mayor for 2021. The nomination was seconded by Council Member Lee Eng. Vice Mayor Fligor was elected to serve as Mayor by the following roll call vote:

AYES: Council Members Enander, Lee Eng, Meadows, Weinberg, and Vice Mayor Fligor
NOES: None
ABSENT: None
ABSTAIN: None

B. Election of Vice Mayor

Mayor Fligor nominated Council Member Enander to serve as Vice Mayor for 2021. The nomination was seconded by Council Member Lee Eng and Council Member Enander was unanimously elected to serve as Vice Mayor by the following roll call vote:

AYES: Council Members Enander, Lee Eng, Meadows, Weinberg, and Mayor Fligor
NOES: None
ABSENT: None
ABSTAIN: None

C. Administration of Oath of Office to new Mayor and Vice Mayor

Santa Clara County Supervisor Simitian administered the Oath of Office to Mayor Fligor.

City Clerk Chelemengos administered the Oath of Office to Vice Mayor Enander.

D. Presentation of Medal to Incoming Mayor

Former Mayor Pepper presented Mayor Fligor with the Incoming Mayor Medal.

- E. Remarks from new Vice Mayor
- F. Remarks from new Mayor

Vice Mayor Enander and Mayor Fligor each provided individual remarks.

ADJOURNMENT

Mayor Fligor adjourned the meeting at 8:23 p.m.

Neysa Fligor, MAYOR

Andrea M. Chelemengos MMC, CITY CLERK

DRAFT



CONSENT CALENDAR

Agenda Item #2

AGENDA REPORT SUMMARY

Meeting Date: December 15, 2020

Subject: 2021 City Council meeting schedule

Prepared by: Andrea Chelemengos, City Clerk

Approved by: Jon Maginot, Acting City Manager

Attachment(s):

None

Initiated by:

City Council

Previous Council Consideration:

None

Fiscal Impact:

None

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- Does the Council wish to approve the 2021 City Council meeting schedule?

Summary:

- The City Council regularly meets on the second and fourth Tuesdays of each month

Staff Recommendation:

Approve the 2021 City Council meeting schedule



Subject: 2021 City Council meeting schedule

Purpose

To set the City Council meeting schedule for 2021.

Background

The City Council holds its regular meetings on the second and fourth Tuesdays of each month, beginning at 7:00 p.m. and sets its meeting schedule in December of the year prior.

Discussion/Analysis

The following is proposed as the City Council 2021 regular meeting schedule:

- January 12, 2021
- January 26, 2021
- February 9, 2021
- February 23, 2021
- March 9, 2021
- March 23, 2021
- April 13, 2021
- April 27, 2021
- May 11, 2021
- May 25, 2021
- June 8, 2021
- June 22, 2021
- July 13, 2021
- August 24, 2021
- September 14, 2021
- September 21, 2021 (in place of the Regular meeting that falls on a holiday)
- October 12, 2021
- October 26, 2021
- November 9, 2021
- November 30, 2021 (in place of the Regular meeting the week of Thanksgiving)
- December 14, 2021

In addition, the following Special City Council Meetings are proposed:

- February 2, 2021 Joint with Commission (makeup from cancelled fall meeting)
- March 2, 2021 Commission Interviews
- May 4, 2021 Joint meetings with Commissions
- August 31, 2021 Commission interviews



Subject: 2021 City Council meeting schedule

- November 2, 2021 Joint meetings with Commissions
- December 7, 2021 Council reorganization

The proposed schedule includes cancelling the second regular meeting in July and the first regular meeting in August for a summer break, the second regular meeting in September which falls on Shemini Atzeret and Simchat Torah, the second regular meeting in November (which is the Tuesday before Thanksgiving) and the second regular meeting in December.

Options

- 1) Approve the 2021 City Council meeting schedule

Advantages: Sets the calendar for City Council meetings in 2021

Disadvantages: None identified

- 2) Modify and approve the 2021 City Council meeting schedule

Advantages: Sets the calendar for City Council meetings in 2021

Disadvantages: None identified

Recommendation

The staff recommends Option 1.



CONSENT CALENDAR

Agenda Item # 3

AGENDA REPORT SUMMARY

Meeting Date: December 15, 2020

Subject: Halsey House Maintenance Funding Request

Prepared by: Manny Hernandez, Municipal Services Director

Approved by: Jon Maginot, Acting City Manager

Attachment(s):

1. None

Initiated by:

Maintenance Services Department

Previous Council Consideration:

January 23, 2018

Fiscal Impact:

The following maintenance project will cost approximately \$25,000 for roof repairs, exterior wall waterproofing and groundwork on west side of building.

- Breakdown of funds to be used:
 - o \$25,000 General Fund
- Amount already included in approved budget: Yes
- Amount above budget requested: 0

Environmental Review:

The funding for the Halsey House repairs and maintenance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15331 as a project limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation, or reconstruction of historical resources.

Policy Question(s) for Council Consideration:

- Does Council want to invest operating funds for a longer term, more extensive waterproofing and preservation of the Halsey House beyond the current measures?

Summary:

- Although there is a tarp currently on the roof of the Halsey House, roof repairs can be made by a professional roofer that will improve keeping water out of the building.

Reviewed By:

City Manager

CJ

City Attorney

JH

Finance Director

SE



Subject: Halsey House Update and Request for Funding

- Additional waterproofing measures can be done by a professional water proofing company that will reduce water intrusion into the building.

Staff Recommendation:

Staff recommends Council approve allocation of \$25,000 for roof repairs, exterior wall waterproofing and perimeter groundwork of the Halsey House in Redwood Grove.

Purpose

Receive an update on staff's protection measures of the Halsey House and direct staff on recommendations for further measures to protect the house.

Background

The Halsey House is located at 482 University Avenue in what is now the City-owned 6.12 acre Redwood Grove Nature Preserve. It was constructed in 1923 for Theodore Vail Halsey and Emma Wright Halsey. An addition to the house was made in 1928 to accommodate Emma's mother, Myra E. Wright, and later, dozens of redwood trees were transplanted to the site from the Santa Cruz Mountains.

The Halsey House property was purchased by the City in 1974 as a nature preserve and for recreation programs and, on May 26, 1981, was designated as a local historic resource by the Los Altos City Council. The Halsey House in Redwood Grove has served as a Nature Center for summer camps, school tours, and interpretive programs. Due to its state of disrepair, it was closed for public use in spring 2008.

At its January 23, 2018 meeting, City Council approved the allocation of \$25,000 for temporary measures to protect the Halsey House. With that funding City staff has spent approximately \$14,000 on the following protective measures.

- Fencing: Protecting the house from vandals entering the house.
- Rodent control
- Roof tarps: Measure to protect the house from water intrusion through the roof

The balance remaining in the \$25,000 allocated for protective measures will be used for keeping the fencing around the house in 2021 as well as additional rodent control services that will likely need to be done again.



Subject: Halsey House Update and Request for Funding

Discussion/Analysis

The Maintenance Services Department researched longer lasting measures to protect the Halsey House. Staff consulted a roofing company to see what might need to be done to make repairs that would reduce water intrusion through the roof. Staff also consulted with a professional waterproofing company to see what additional measures could be taken to reduce water intrusion.

The roofing professional inspected the Halsey House roof as extensively as possible and acknowledged that although a full roof replacement would be the best protection for the building, there can be some repairs made to reduce water intrusion. The cost for the recommended repairs is estimated to not exceed \$5,000. This would include repairs to the roof, gutters and downspouts.

A waterproofing professional inspected the house as extensively as possible and made a few recommendations to possibly reduce additional water intrusion. The first part of the recommendation would be to seal any visible exterior openings that could take in water through the outside walls. The waterproofer also recommended a clear sealant that could be applied to the walls of the house. This would create a water-resistant seal on the outer stucco. The final recommendation from the waterproofer was to build a sub-surface drain on the west side of the house to redirect water running down the hillside toward the house. The cost for these services was estimated not to exceed \$20,000. The cost estimate is inclusive of all measures described above.

Additional/recurring protective measure costs include the annual fence rental and likely rodent control services. The fence has proven useful in reducing vandalism inside the house. It is more difficult to enter the house with the fence up. Rodent control was done over 18 months ago. In the time since it was done, staff estimates it will need to be done again soon.

Both the fencing and rodent control combined is not expected to exceed \$11,000. The cost for these two items would be paid out of the remaining balance in the \$25,000 that was allocated in 2018.

Options

1) Option #1

Approve the allocation of \$25,000 from the Maintenance Services operating budget for roof repairs and waterproofing measures on the Halsey House.

Advantages: Roof repairs and waterproofing done by professionals are expected to decrease the water intrusion into the Halsey House that does damage to the interior of the house.



Subject: Halsey House Update and Request for Funding

Disadvantages: None

2) Option #2

Do not approve the allocation of funding for roof repairs and recommended waterproofing measures.

Advantages: None

Disadvantages: Staff would continue to utilize tarps and other various protective measures.

Recommendation

The staff recommends Option 1.



CONSENT CALENDAR

Agenda Item # 4

AGENDA REPORT SUMMARY

Meeting Date: December 15, 2020

Subject: Resolution No. 2020-41: FY-19/20 Annual Street Slurry Seal, Project TS-01004

Prepared by: Gaku Watanabe, Assistant Engineer

Reviewed by: Jim Sandoval, Engineering Services Director

Approved by: Chris Jordan, City Manager

Attachment(s):

1. Project Map
2. Resolution No. 2020-41

Initiated by:

City Council CIP Projects TS-01004

Previous Council Consideration:

Construction Contract Award: May 12, 2020

Fiscal Impact:

Following table summarizes the final cost of this project:

Project Item	Project Budget	Final Costs
Construction + Contingency (15%)	\$ 270,087.60	\$ 269,152.31
Inspection	\$ 44,843.50	\$ 11,439.99
Printing/Advertising/Mailing/Misc.	\$ 10,000.00	\$ 50.00 *
Total Cost:	\$ 324,931.10	\$ 280,642.30

*Final cost of printing/advertising/ mailing/misc. is approximate.

The total project saving of \$ 44,288.80 shall be returned to FY 2020/2021 project budget for the Street Slurry Seal Project TS-01004.

Environmental Review:

Categorically Exempt pursuant to CEQA Section 15301(c).



Subject: Resolution No. 2020-41 FY-19/20 Annual Street Slurry Seal Project TS-01004 Acceptance

Policy Question(s) for Council Consideration:

None

Summary:

- The Construction Contract was awarded to Bond Blacktop Inc. on May 2020.
- The project is complete. Staff recommends the City Council to accept the Project.
- Additional work not part of the original contract included striping modifications on Covington Road and additional micro-surfacing on the Rosita Park parking lot.

Staff Recommendation:

Move to adopt Resolution No. 2020-41 accepting completion of the Fiscal Year 2019/20 Annual Street Slurry Seal Project and authorize the Engineering Services Director to record a Notice of Completion as required by law.

Purpose:

Accept the project as complete.

Background:

City-wide Street Pavement Maintenance Project TS-01004 (Annual Street Slurry Seal) included micro-surfacing and striping on selected street segments. 21 streets were selected this past year to receive micro-surfacing treatment. Attachment 1 depicts all streets and one parking lot that received treatment. Selected streets were prepared for treatment by asphalt concrete spot repairs and crack seals, then a thin layer of micro-surface, a mixture of oil and aggregate was applied on top to finish the surface. Asphalt concrete spot repairs necessary to prepare for this project were completed by the Annual Street Resurfacing Project (TS-01001). A portion of Rosita Park parking lot was used as a staging area for the contractor to store equipment and stockpile material for the duration of the project. Contractor agreed to micro-surface the portion used as staging area at their own cost. City staff used a portion of remaining contingency funds to resurface the remaining area of the parking lot.

Discussion/Analysis:

Project TS-01004 was completed in accordance with the contract plans and specifications and complies with the Standard Specifications of the City of Los Altos. The final cost of the construction contract with Bond Blacktop Inc. is \$ 269,152.31. All work was completed and is acceptable.

Recording of the Notice of Completion shortens the time for subcontractors and material providers to file stop payment notices on the project and triggers the timeline to release withheld retention in accordance with state prompt payment laws. Attachment 2 is the proposed resolution of acceptance.



Subject: Resolution No. 2020-41 FY-19/20 Annual Street Slurry Seal Project TS-01004 Acceptance

Options

1. Adopt Resolution No. 2020-41

Advantages: The City can close Project TS-01004 for FY 2019/2020

Disadvantages: None identified

2. Do not adopt Resolution No. 2020-41

Advantages: None identified

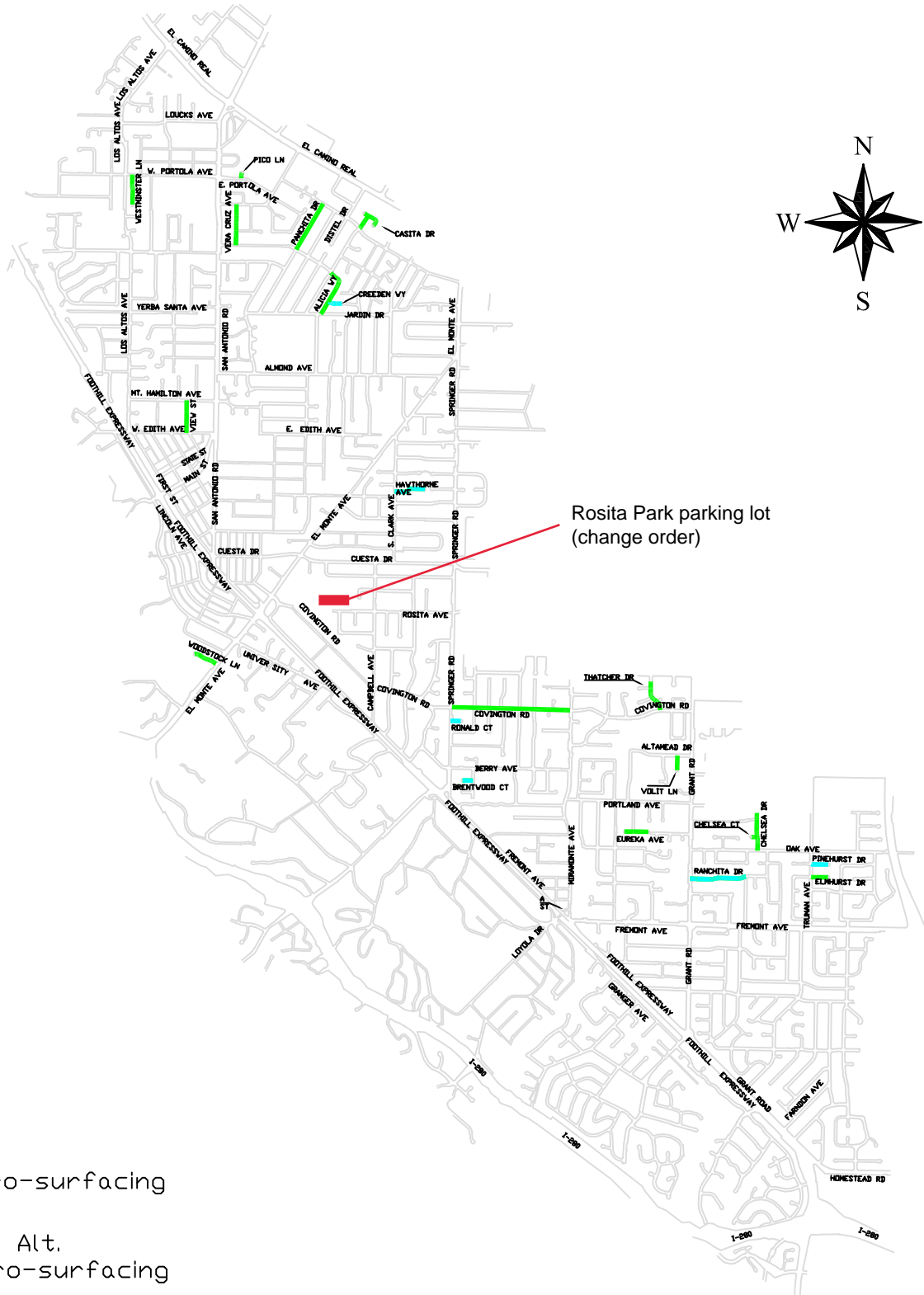
Disadvantages: This option is not recommended since the projects have been completed in accordance with the contract plans and specification.

Recommendation

City staff recommends Option 1.



2019 Annual Street Resurfacing Project TS-01004



LEGEND:

- Micro-surfacing
- Add Alt. Micro-surfacing

CITY OF LOS ALTOS
ENGINEERING SERVICES DEPARTMENT
SANTA CLARA COUNTY, CALIFORNIA

EXHIBIT B PROJECT MAP

DRAWN BY:	GW
CHECKED BY:	KK
APPROVED BY:	VC
DATE:	JAN. 3, 2020
SCALE:	NTS
DWG NO.:	E-3

RESOLUTION NO. 2020-41

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
ACCEPTING COMPLETION AND DIRECTING THE ENGINEERING
SERVICES DIRECTOR TO FILE A NOTICE OF ACCEPTANCE OF
COMPLETION OF THE FISCAL YEAR 2019/20 ANNUAL STREET SLURRY
SEAL PROJECT TS-01004**

WHEREAS, the Los Altos Engineering Services Director has filed with the City Clerk of Los Altos an Engineer's Certificate for the completion of all work provided within and pursuant to the contract between said City and Bond Blacktop Inc., dated October 26, 2020; and

WHEREAS, it appears to the satisfaction of this City Council that work under said contract has been fully installed and completed as provided in said contract and the plans and specifications therein referred to.

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

1. That acceptance of completion of said work is hereby made and ordered; and
2. That the Engineering Services Director is directed to execute and file for recording with the County Recorder of the County of Santa Clara, Notice of Acceptance of Completion thereof, as required by law.

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 15th day of December 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Neysa Fligor, MAYOR

Attest:

Andrea Chelemengos, CITY CLERK



CONSENT CALENDAR

Agenda Item # 5

AGENDA REPORT SUMMARY

Meeting Date: December 15, 2020

Subject: Resolution No. 2020-42: Opposing Valley Transportation Authority (VTA) 2016 Measure B 10-Year Outlook Base Scenario

Prepared by: Jon Maginot, Acting City Manager

Attachment(s):

1. Memo from Supervisor Simitian
2. Resolution No. 2020-42

Initiated by:

Santa Clara County Supervisor Simitian

Previous Council Consideration:

None

Fiscal Impact:

None

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- Does the City Council wish to adopt a Resolution in response to VTA's proposed 10-year use of Measure B funds?

Summary:

- In 2016, County voters approved Measure B, a 30-year, one-half cent sales tax, with the primary goals of providing meaningful congestion relief throughout the County and improving road pavement conditions
- VTA administration has proposed a 10-year outlook base scenario that does not include Measure B funding for local streets and roads

Staff Recommendation:

Adopt Resolution No. 2020-42 opposing the Valley Transportation Authority's 2016 Measure B 10-Year Outlook Base Scenario

Reviewed By:

City Manager

JM

City Attorney

JH

Finance Director

SE

S. JOSEPH SIMITIAN

SUPERVISOR, FIFTH DISTRICT
SANTA CLARA COUNTY

COUNTY GOVERNMENT CENTER, EAST WING
70 WEST HEDDING STREET, 10TH FLOOR
SAN JOSE, CALIFORNIA 95110
TEL: (408) 299-5050 or (650) 965-8737 FAX: (408) 280-0418
supervisor.simitian@bos.sccgov.org • www.supervisorsimitian.com



MEMORANDUM

To: Interested Parties
From: S. Joseph Simitian, Supervisor
Re: VTA 2016 Measure B Funding Proposal/Scenario
Date: November 25, 2020

In 2016, the Valley Transportation Authority (VTA) Board of Directors placed before the voters of Santa Clara County Measure B, a one-half cent sales tax measure operative for 30 years that would fund nine program categories, with the primary goals to provide meaningful congestion relief throughout the County and improve road pavement conditions. Measure B was approved by the voters by over a two-thirds vote.

The nine program categories of transportation projects authorized in Measure B are: Local Streets and Roads; BART Phase II; Bicycle and Pedestrian; Caltrain Grade Separation; Caltrain Capacity Improvements; Highway Interchanges; County Expressways; State Route 85 Corridor; and Transit Operations.

Measure B expressly caps the allocation for BART Phase II at a maximum of 25 percent of Program Tax Revenues, estimated to be about \$1.5 Billion. The \$1.5 Billion estimate is based on the April 2017 total Measure B revenues forecast of \$6.3 Billion as stated in Measure B.

This year VTA administration is proposing to establish a 10-year revenue and expenditure outlook exclusively for the Measure B program to include in its budget process. For Measure B, VTA administration have indicated that a combination of revenue shortfalls and the need to prioritize cash spending on the BART Phase II project may require spending deferrals in other Measure B program categories.

In November 2020, VTA administration began presenting VTA Board of Directors' advisory committees with a proposed 2016 Measure B 10-Year Outlook Base Scenario (attached), covering program allocations for Fiscal Year 2022 to Fiscal Year 2032. Among others, presentations were made to the Technical Advisory Committee (TAC) and the Policy Advisory Committee (PAC).

The TAC is comprised of one senior staff member (usually the public works or planning director) from each of the county's 15 cities, the County of Santa Clara, and various other local government jurisdictions. The TAC advises the VTA Board on technical aspects of transportation-related policy issues and initiatives. At its November 10 meeting, and in response to the presentation of the 2016 Measure B 10-Year Outlook Base Scenario, the TAC formed an Ad Hoc Committee to work with VTA administration to propose alternate 10-Year Outlook scenarios that balance the funding for BART Phase II with the needs of the other Measure B programs, to ensure Measure B continues to provide countywide benefits, and advise the TAC on a preferred scenario to recommend to the VTA Board of Directors.

The PAC is comprised of representatives from each of the 15 cities and the County of Santa Clara. The PAC is intended to ensure that all jurisdictions within the county have access to the development of VTA's policies. **At its November 12 meeting, the PAC voted 10-0 to refuse receipt of the informational presentation of the 2016 Measure B 10-Year Outlook Base Scenario.**

Both the TAC and PAC reacted negatively to the 2016 Measure B 10-Year Outlook Base Scenario containing built-in assumptions that result in little to no Measure B funding being available for the majority of the other Measure B programs during the 10-year period. **The six program areas that are currently identified for zero Measure B funding over the ten-year period are Local Streets and Roads, Caltrain Grade Separation, Caltrain Corridor Capacity Improvements, Highway Interchanges, County Expressways, and State Route 85 Corridor.**

These assumptions underlying the Base Scenario include placing the BART Phase II project as the highest priority for the next ten years, providing it with first call on Measure B revenues, and proposing minimal bonding to fund BART Phase II.

Prioritizing BART Phase II funding over the next 10 years in a way that eliminates and/or significantly reduces investments in the other programs creates significant challenges and risks. These challenges and risks include worsening congestion throughout the entire County, worsening pavement conditions throughout the entire county; increased costs due to project delay; and increased delays for long lead-time projects.

The 2016 Measure B 10-Year Outlook Base Scenario programs the BART Phase II project to receive nearly \$2 billion in Program Tax Revenues (presumably in inflation-adjusted year of expenditure dollars), without providing similar inflation-adjusted funding for other programs, and notwithstanding the fact that anticipated tax revenues are down (thereby reducing the 25 percent share).

The 2016 Measure B 10-Year Outlook Base Scenario also includes debt servicing and financing costs for Fiscal Year 2028 through Fiscal Year 2032 totaling \$20 million. These costs are solely attributable to the BART Phase II project, yet they are presented in a separate line item. This approach results in the BART Phase II debt servicing financing costs being charged against overall Program revenues effectively reducing the amount of funding available for the other eight program categories.

It is understood that Measure B is a 30-year program and not all projects can be delivered in the first 10 to 15 years. However, the Measure B 10-Year Outlook needs to serve the entire County to the greatest extent possible, including by avoiding or minimizing reductions in the annual formula programs (Local Streets and Roads, Bicycle/Pedestrian, and Transit Operations) and maintaining progress for the capital projects in the other programs which are already under way. In short, the 10-Year Outlook cannot be focused on a single project to the exclusion of the other Measure B programs.

The attached resolution is designed to serve as a vehicle for those who wish to formally oppose the 2016 Measure B 10-Year Outlook Base Scenario and urge the VTA Board of Directors to reject the Base Scenario. The resolution also calls on the VTA Board to support a Measure B 10-Year Outlook that balances the investments among the nine Measure B programs, thereby ensuring Countywide benefits as promised in the 2016 ballot measure. Finally, the resolution encourages the VTA Board of Directors to consider options for the BART Phase II project so other Measure B programs also receive funding during the 10-year period, including approaches such as more aggressive bonding, borrowing other funds, and/or using other funding sources for BART Phase II, as well as the possibility of further phasing or slowing the BART Phase II project.

Base Scenario

Version date: 11.10.20

2016 Measure B Ten-Year Outlook Base Scenario
 DRAFT - For Illustrative and Discussion Purposes ONLY

2016 MEASURE B	Fiscal Year										
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Administrative	1.60	1.60	3.30	3.30	3.30	3.30	3.50	3.60	3.60	3.75	3.75
Debt Servicing & Financing*							4.09	4.03	3.99	3.99	3.99
Formula Programs											
Local Streets and Roads											
Bicycle & Pedestrian	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	
Transit Operations**	16.66	16.66									
Subtotal Formula Programs	24.99	24.99	8.33	8.33	8.33	8.33	8.33	8.33	8.33	-	-
Need/Capacity Based Programs											
BART Phase II***	-	-	174.96	661.62	340.94	200.28	259.65	179.64	138.17	-	-
Caltrain Grade Separation	-	-	-	-	-	-	-	-	-	-	-
Caltrain Corridor Capacity	-	-	-	-	-	-	-	-	-	-	-
SR 85 Corridor	-	-	-	-	-	-	-	-	-	-	-
County Expressways	-	-	-	-	-	-	-	-	-	-	-
Highway Interchanges	-	-	-	-	-	-	-	-	-	-	-
Subtotal Need/Capacity Based Programs	-	-	174.96	661.62	340.94	200.28	259.65	179.64	138.17	-	-
Available to distribute	20.30	21.84	38.45	47.16	47.55	39.61	39.61	69.87	111.19	262.58	267.65
TOTAL 2016 MEASURE B ALLOCATION	46.89	48.43	225.04	720.41	400.12	251.52	315.18	265.48	265.28	270.32	275.39

*Preliminary - Reflects current financing plan & is subject to change
 **Subject to Board approval of Transit Service Plan and FY22/FY23 Biennial Budget
 ***FY24 includes \$150 million allocated in FY20/FY21

DRAFT

RESOLUTION NO. 2020-42

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
OPPOSING THE VALLEY TRANSPORTATION AUTHORITY'S 2016
MEASURE B 10-YEAR OUTLOOK BASE SCENARIO**

WHEREAS, in 2016, the Valley Transportation Authority (VTA) Board of Directors placed before the voters of Santa Clara County Measure B, a one-half cent sales tax measure operative for 30 years that would fund nine program categories, with the primary goals to provide meaningful congestion relief throughout the County and improve road pavement conditions; and

WHEREAS, the nine program categories included in 2016 Measure B are: Local Streets and Roads, BART Phase II, Bicycle/Pedestrian, Caltrain Grade Separation, Caltrain Corridor Capacity Improvements, Highway Interchanges, County Expressways, State Route 85 Corridor, and Transit Operations; and

WHEREAS, BART Phase II is just one of the nine programs authorized in the Measure and is limited to a maximum of 25 percent of the total Measure B revenues; and

WHEREAS, in November 2020, VTA administration began presenting VTA Board of Directors' advisory committees with a proposed 2016 Measure B 10-Year Outlook Base Scenario, covering program allocations for Fiscal Year 2022 to Fiscal Year 2032, that contain built-in assumptions that are unacceptable to the City of Los Altos; and

WHEREAS, the built-in assumptions are that the BART Phase II project is the highest priority for the next ten years, providing it with first call on the Measure B revenues, and that minimal bonding will be used to fund BART Phase II, which results in little to no Measure B funding being available for the majority of the other Measure B programs during this 10-year period; and

WHEREAS, under the Base Scenario, the six program areas that are currently identified for zero Measure B funding over the ten-year period are Local Streets and Roads, Caltrain Grade Separation, Caltrain Corridor Capacity Improvements, Highway Interchanges, County Expressways, and State Route 85 Corridor; and

WHEREAS, this approach is inconsistent with the promises made to the voters in 2016 because it will not result in meaningful progress being made for all nine programs over the first fifteen years of the measure; rather, progress will be deferred on most programs until the second fifteen years of the measure which violates voters' and taxpayers' trust and expectations in approving the Measure; and

WHEREAS, in approving Measure B, voters countywide agreed to pay an increased half cent sales tax for thirty years, thereby instituting one of the highest sales tax rates in the Bay Area and State, yet under the proposed 2016 Measure B 10-Year Outlook Base Scenario only a small portion of the County will benefit and the bulk of county taxpayers will be paying increased taxes and see few significant benefits for a ten-year period; and

WHEREAS, eliminating and/or significantly reducing investments in the other programs will result in worsening congestion throughout the entire County, worsening pavement conditions throughout the entire county, increased costs due to project delays, and increased delays for long lead-time projects; and

WHEREAS, front-loading BART Phase II as proposed in the 2016 Measure B 10-Year Outlook Base Scenario programs the project to receive nearly \$2 billion in tax revenues (presumably in inflation-adjusted year of expenditure dollars), without providing similar inflation-adjusted funding for other programs, and notwithstanding the fact that anticipated tax revenues are down (thereby reducing the 25 percent share); and

WHEREAS, it is imperative that the Measure B 10-Year Outlook serve the needs of the entire county to the greatest extent possible and not be focused on a single project to the exclusion of the other essential Measure B programs; and

WHEREAS, the VTA Board of Directors should consider a range of options for the BART Phase II project so other Measure B programs also receive funding during this 10-year period, including approaches such as more aggressive bonding, borrowing other funds, and/or using other funding sources for BART Phase II, as well as the possibility of further phasing or slowing the BART Phase II project.

NOW, THEREFORE, BE IT RESOLVED that the City of Los Altos opposes the VTA's proposed 2016 Measure B 10-Year Outlook Base Scenario and urges the VTA Board of Directors to reject the proposal/scenario; and

BE IT FURTHER RESOLVED that the City of Los Altos urges the VTA Board of Directors to support a Measure B 10-Year Outlook that balances investments among all nine Measure B programs, including avoiding or minimizing reductions in the annual formula programs (Local Streets and Roads, Bicycle/Pedestrian, and Transit Operations) and maintaining progress for the capital projects in the other programs that are already under way during this 10-year period, thereby ensuring countywide benefits as promised in the 2016 ballot measure.

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 15th day of December, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Neysa Fligor, MAYOR

Attest:

Andrea Chelemengos, MMC, CITY CLERK



DISCUSSION ITEM

Agenda Item #6

AGENDA REPORT SUMMARY

Meeting Date: December 15, 2020

Subject: Commission Recommendations Regarding Bocce Ball Donation and Grant Park Master Plan

Prepared by: Donna Legge, Recreation and Community Services Director

Approved by: Jon Maginot, Acting 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 Fund
 - 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:

Acting City Manager

JM

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 a comprehensive public process and an exterior site-specific master plan for Grant Park.

Purpose

Consider recommendations from the Senior Commission and the PARC to engage a landscape architect to prepare an exterior 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.

As part of the Fiscal Year 2015-16 Capital Improvement Program, \$475,000 was allocated for the Grant Park Community Center Improvement Project. In addition, a Citywide Facility Condition Assessment was completed in August 2016, including recommendations for the Grant Park Community Center including the classroom building as well as the multi-purpose room and kitchen.

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,



Subject: Commission Recommendations Regarding Bocce Ball Donation and Grant Park Master Plan

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 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.



Subject: Commission Recommendations Regarding Bocce Ball Donation and Grant Park Master Plan

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.

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 a comprehensive public process and an exterior 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 to 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.



Subject: Commission Recommendations Regarding Bocce Ball Donation and Grant Park Master Plan

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?

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.

2016 Facility Condition Assessment Report

- Classroom Building
- Multi-purpose Room and Kitchen
- Parking

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 contact information]

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:

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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,

Sincerely Yours,
Rhoda Chung
Harry Lee
1501 Ben Roe Drive,
Los Altos, CA 94024
[REDACTED] [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.

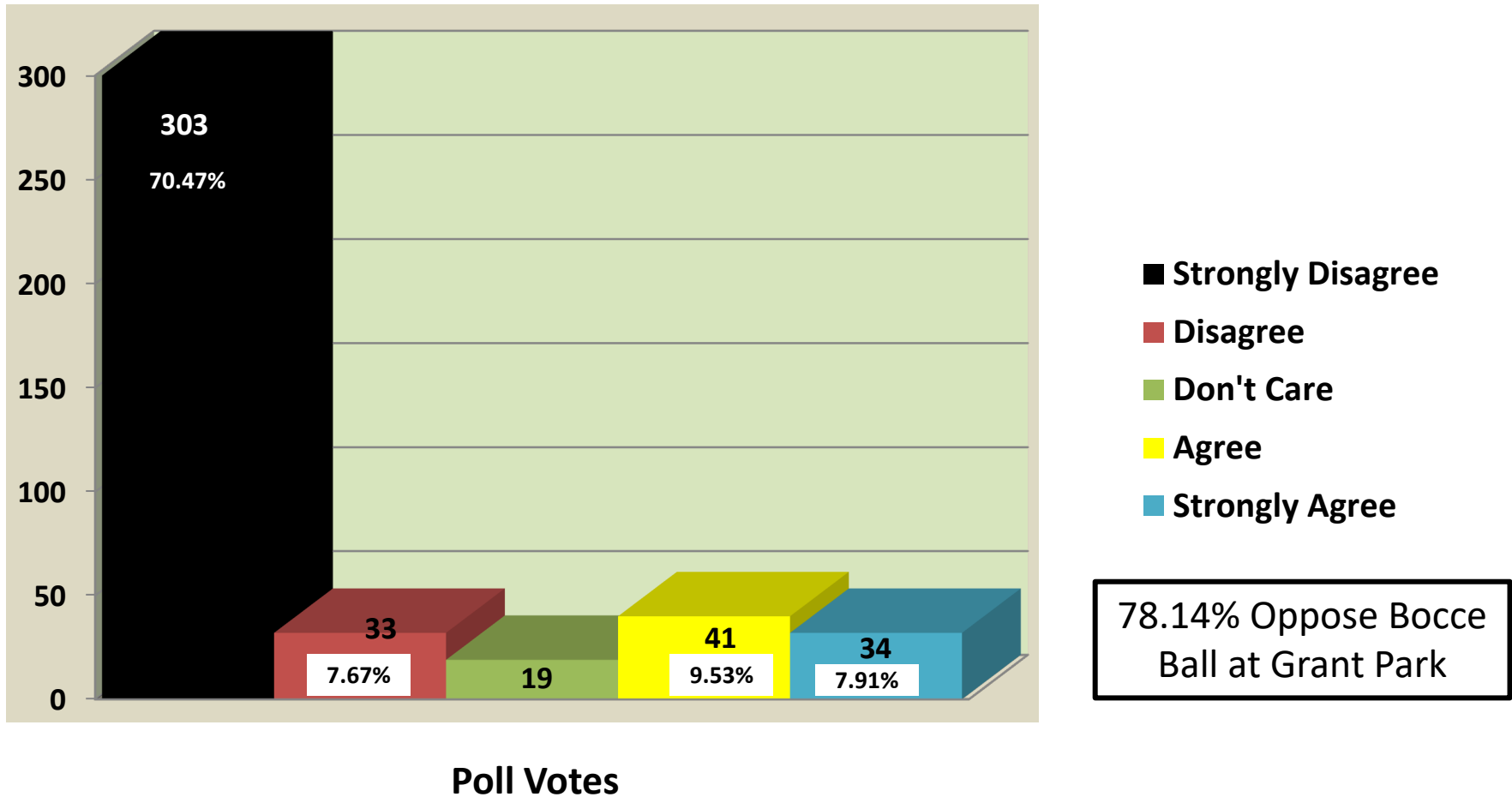
The poll was designed to take about 3 minutes to complete – the results show the average time to complete actually as 4 minutes. Each question allowed residents to offer comments as well. Most of the questions use a standard 1-5 scale.

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.

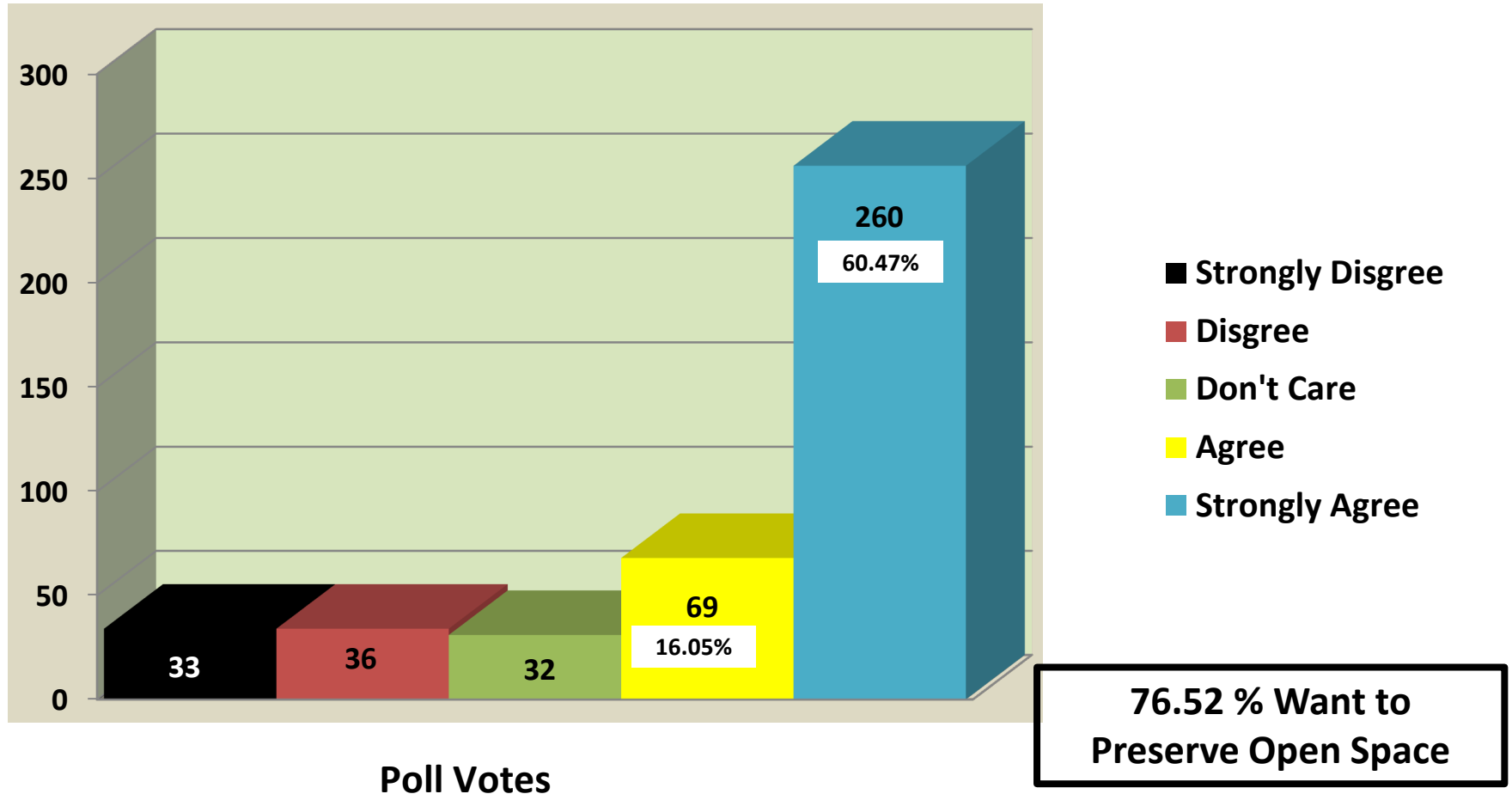
There many captured comments that have yet to be tallied. These comments will be sorted and reported on a later time if needed.

What follows is a presentation of each of the nine poll questions as bar graphs for easy viewing.

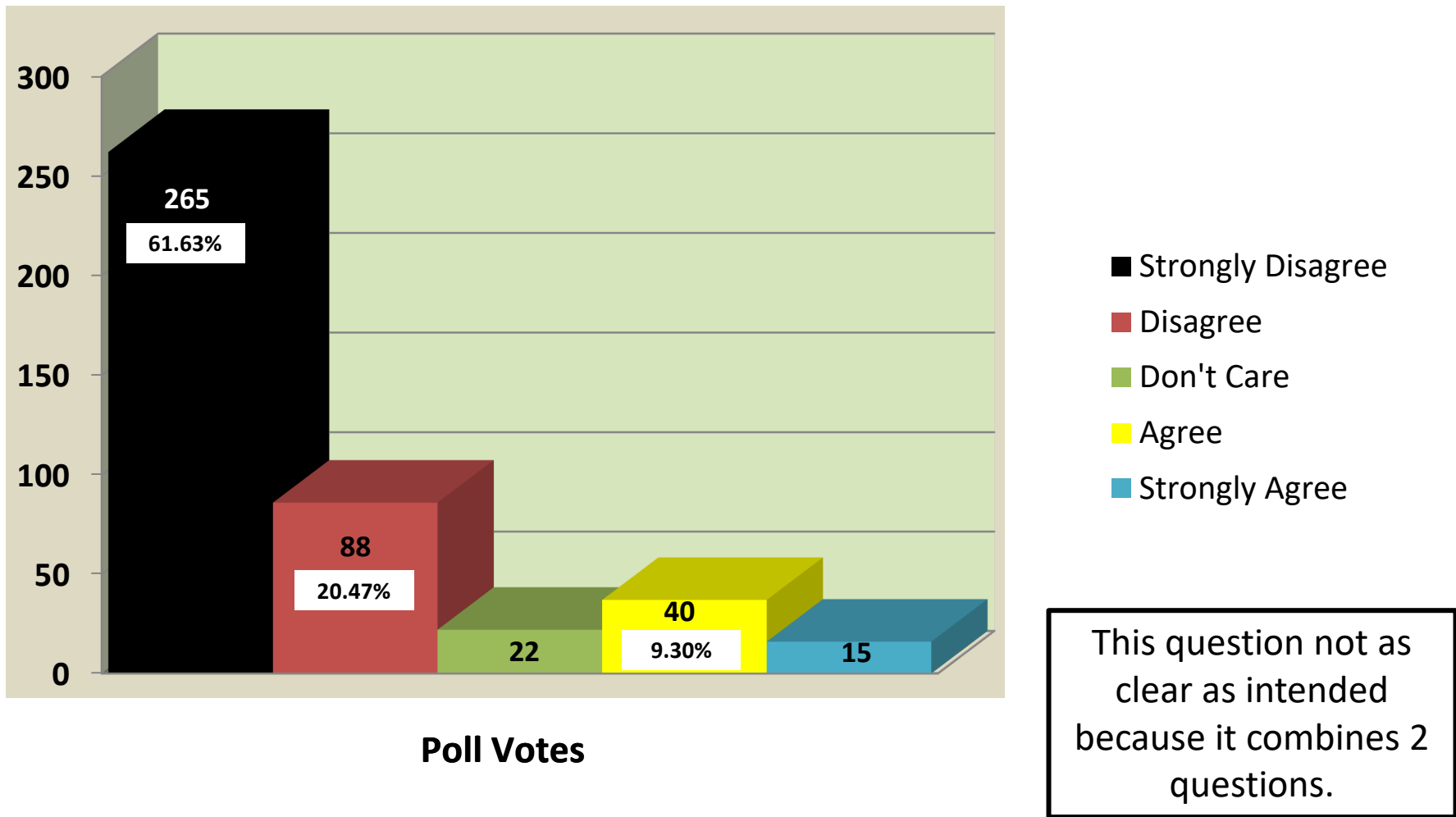
Q2 – I want Bocce Ball Courts at Grant Park [85 ft x29 ft] or 2,465 sq ft.



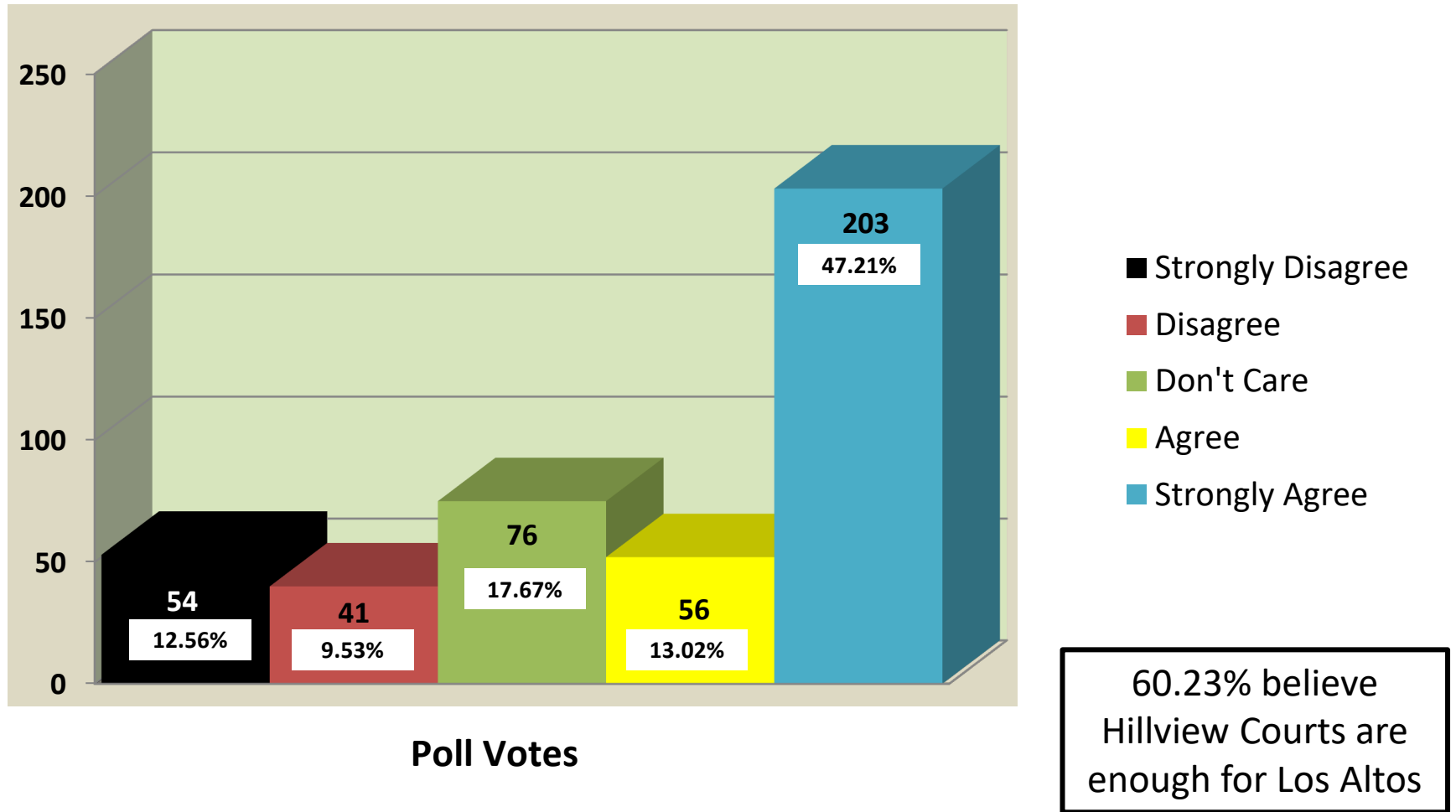
Q3 – I want 100% of GP grass areas, land, and trees preserved as open space.



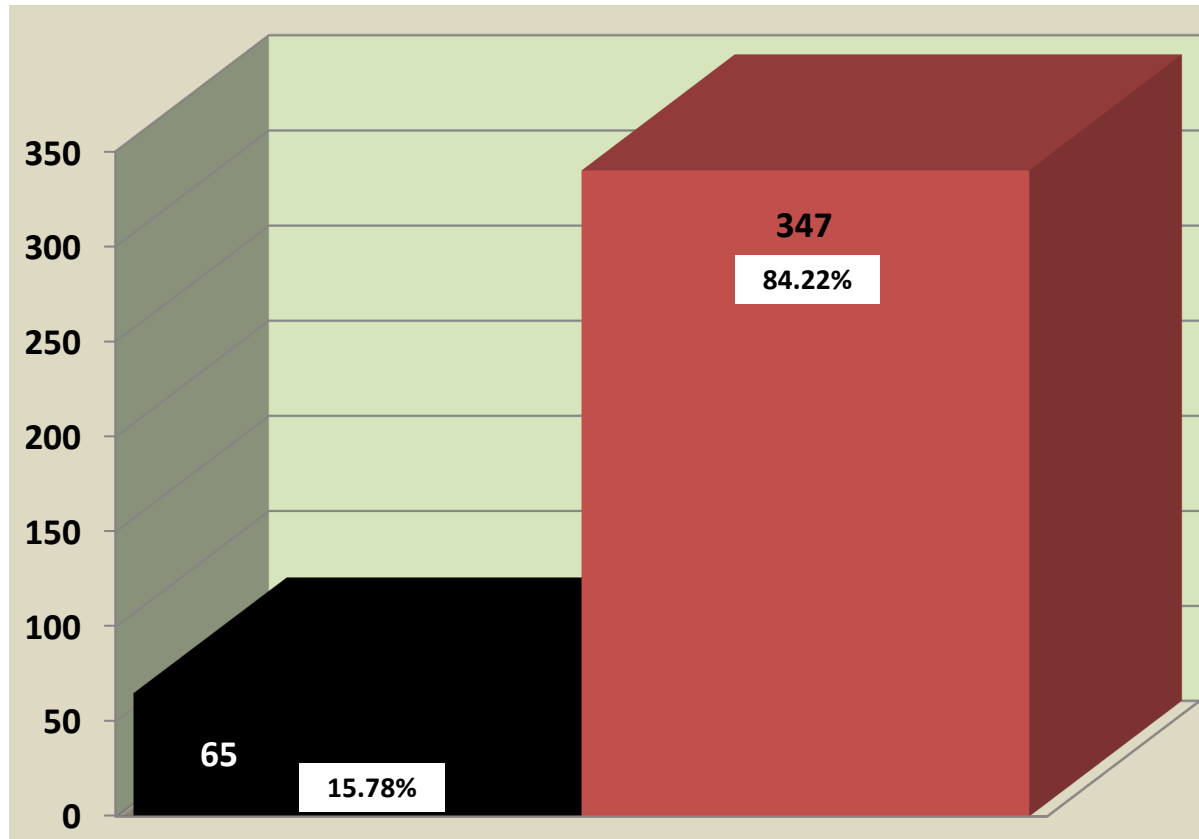
Q4 – It is okay to remove GP trees or use bare land for other purposes.



Q5 – I do not want Bocce Ball courts anywhere other than Hillview Community Center.



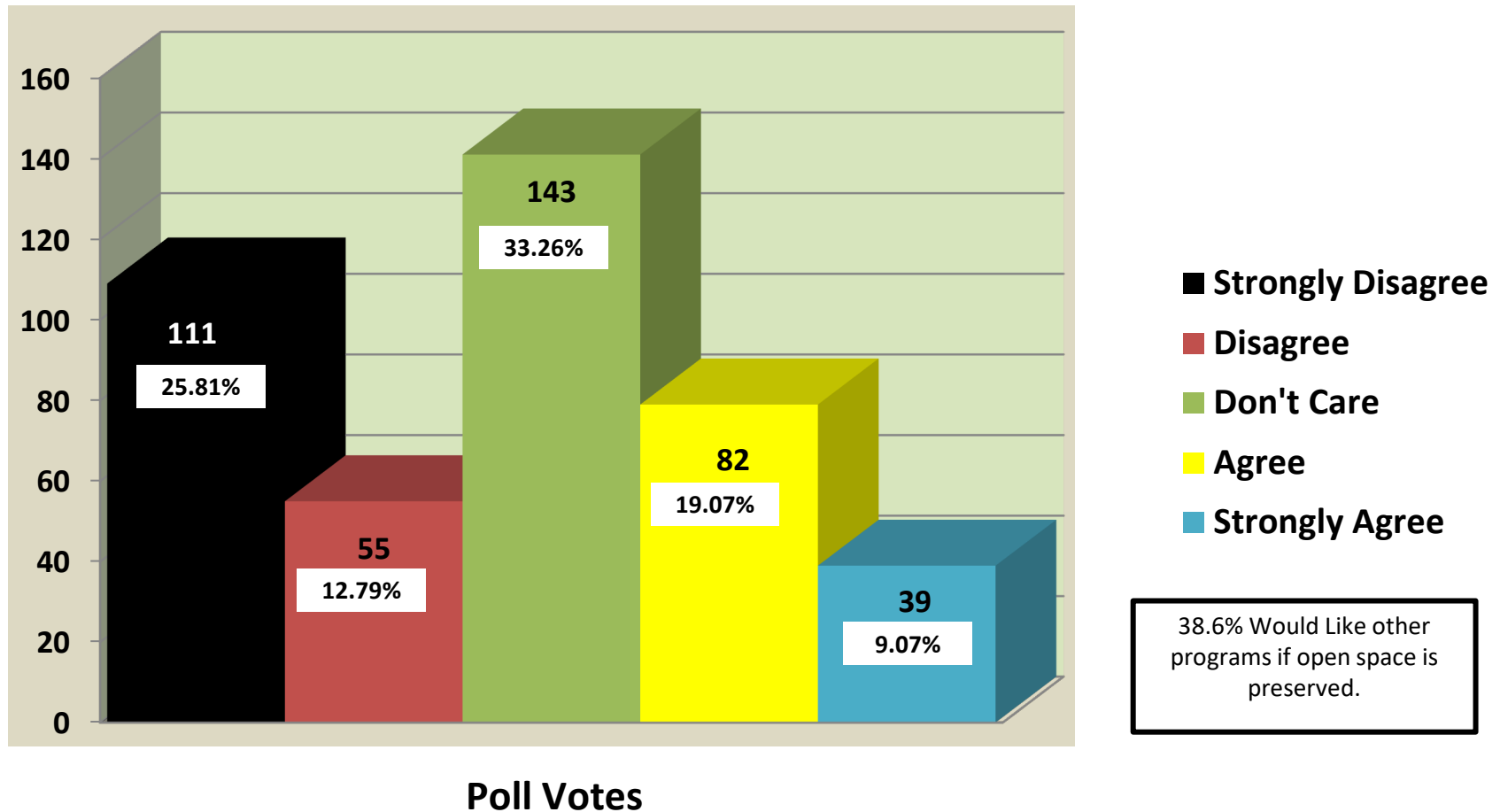
Q6 – I currently play Bocce Ball.



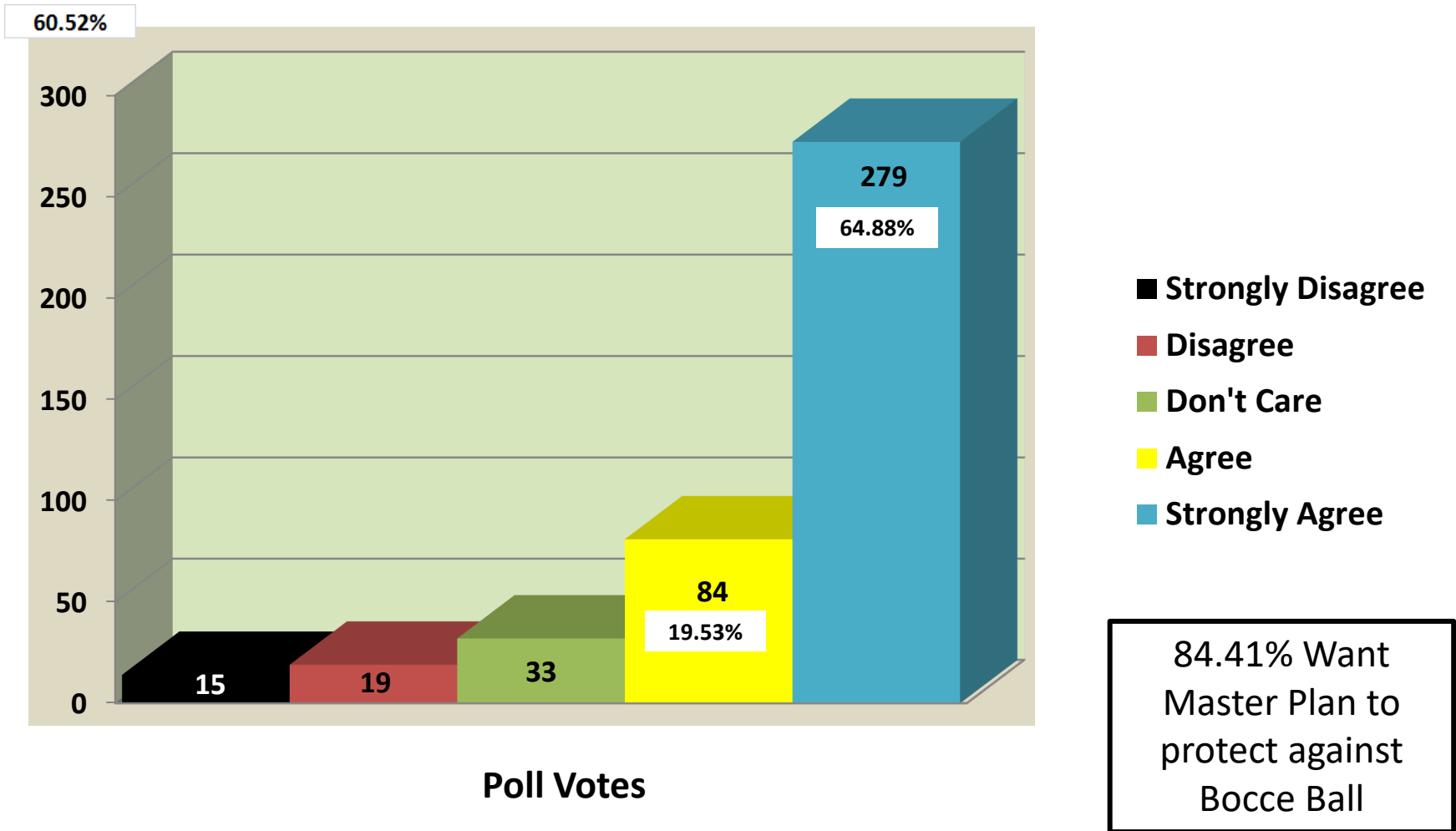
Poll Votes

15.78% that play Bocce Ball does not match 28 active Hillview Players

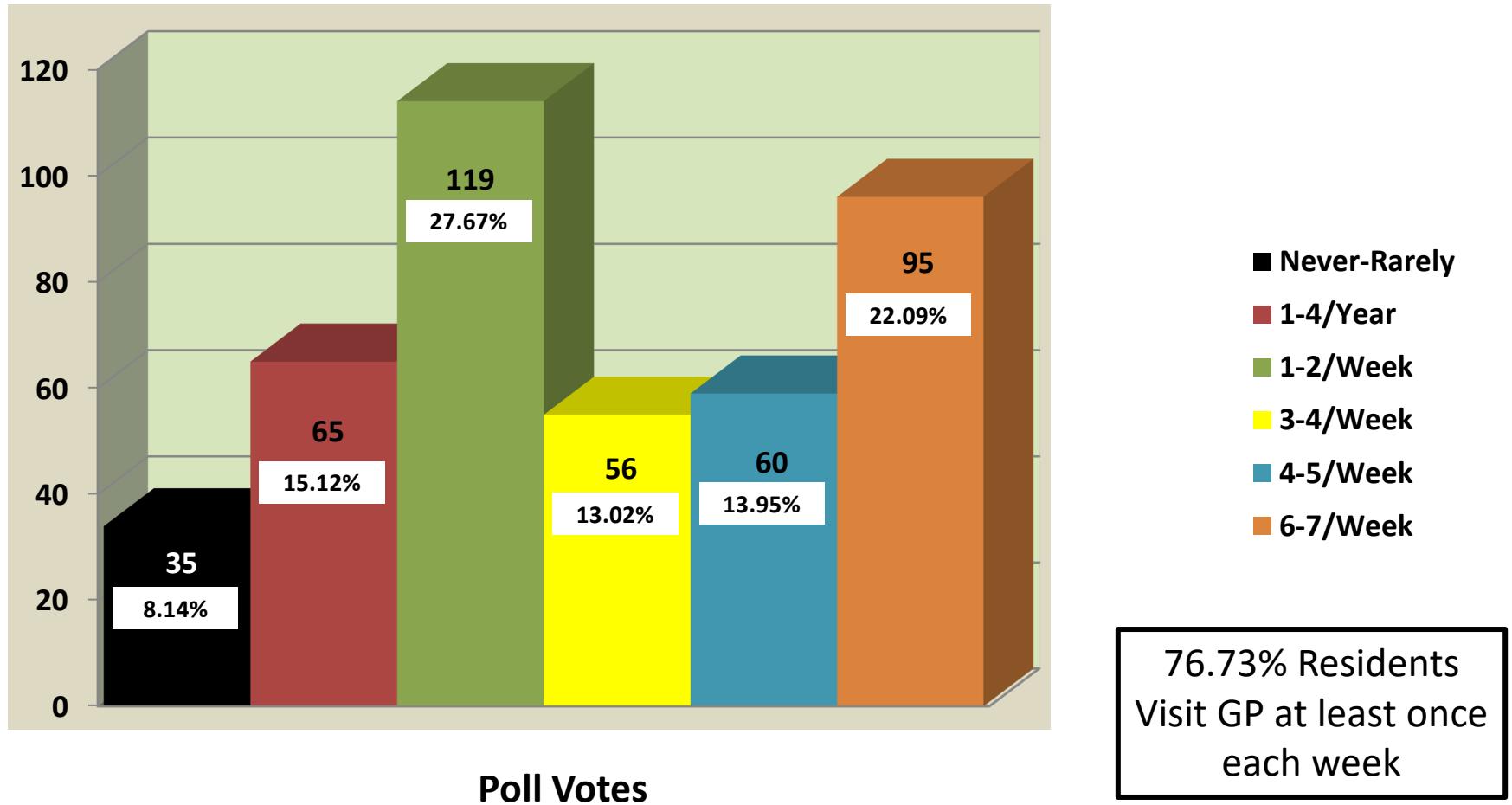
Q7 – I would like to see new activities like Pickle Ball or something else [add comment] if open space is preserved.



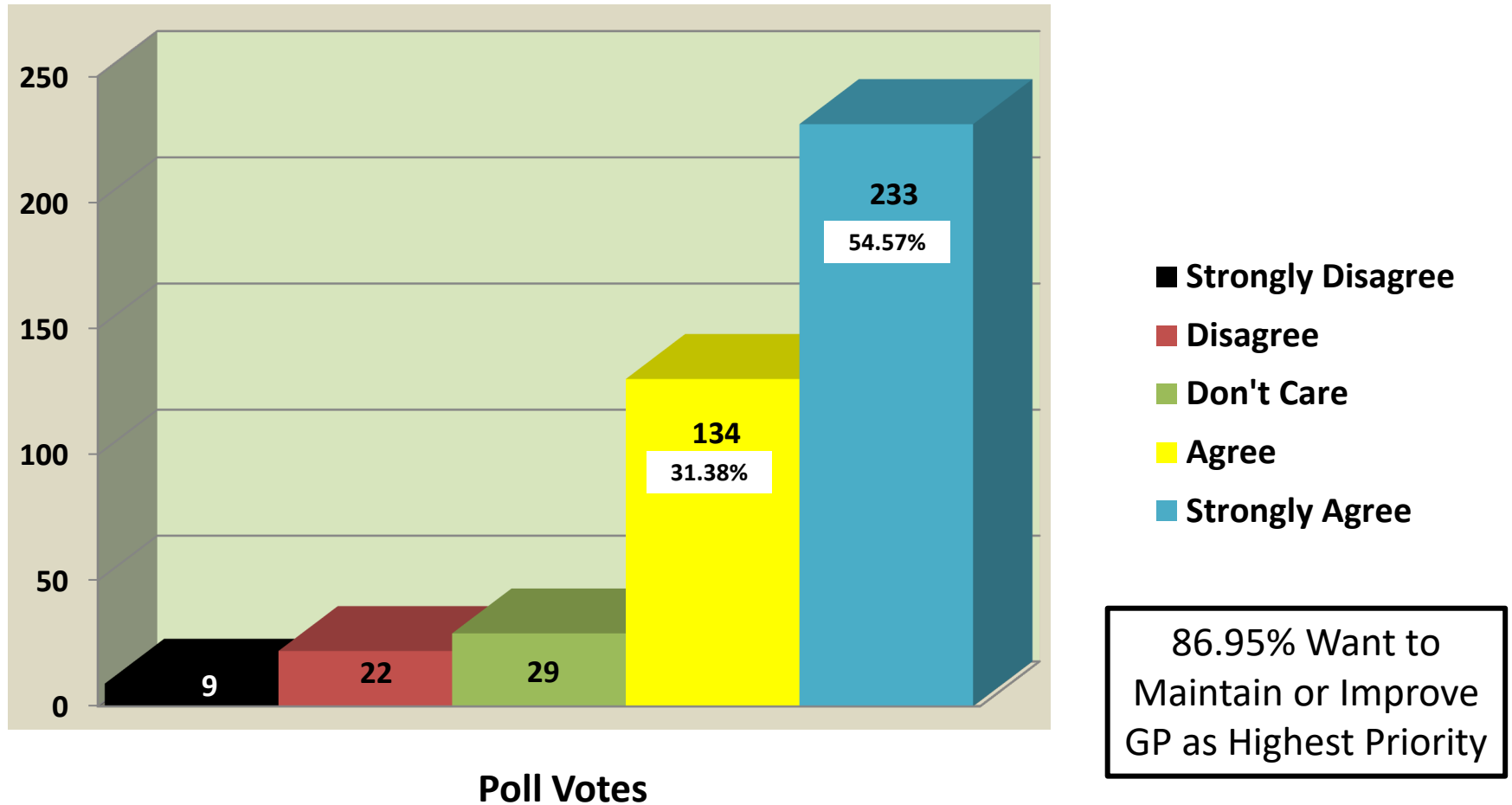
Q8 – I want a GP Master Plan with valid resident input before making any decision on whether Bocce Ball is included or not.



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

[REDACTED]
[REDACTED]

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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
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- 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:

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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

From: [REDACTED]
To: [Public Comment](#)
Subject: bocce Ball Courts
Date: Monday, November 23, 2020 5:30:26 PM

To whom it may concern:

I am opposed to construction of Bocce Ball courts at Grant Park.
There is already too little green open space at the park.
Before proceeding with any park changes, there should be a General Plan review with an opportunity for input from adjacent property owners and the general neighborhood surrounding Grant Park.

Thank you for your consideration,

Gordon Snedigar
1965 Churton Avenue
Los Altos, CA 94024

[REDACTED]
[REDACTED]



DISCUSSION ITEM

Agenda Item # 7

AGENDA REPORT SUMMARY

Meeting Date: December 15, 2020

Subject: Community Center Project Financing

Prepared by: Sharif Etman, Administrative Services Director

Approved by: Jon Maginot, Acting City Manager

Attachments:

1. Sterling National Bank (SNB) Updated Term Sheet
2. Amortization Schedule
3. Resolution Approving Financing
4. Site Lease
5. Lease Agreement

Initiated by:

Staff

Previous Council Consideration:

None

Fiscal Impact:

Starting in FY 2020/21, the annual debt service will be \$622,090

- Loan Amount: \$10,000,000
- Interest Rate: 2.29%
- Payment dates June 30th every fiscal year (beginning on June 30, 2021)
 - Amount already included in approved budget: Y
 - Amount above budget requested: 0
- Final Payment June 30, 2040
- Loan Proceeds Breakdown
 - \$9,900,000 Project Funds
 - \$100,000 Financing Costs

Environmental Review:

Not applicable.

Policy Question(s) for Council Consideration:

Not applicable

Reviewed By:

City Manager

CJ

City Attorney

JH

Finance Director

SE



Subject: Community Center Project Financing

Summary:

- City staff have worked with bond counsel (Jones Hall) and municipal advisor (NHA Advisors, LLC) to finalize Los Altos Community Center project loan terms with Sterling National Bank.
- The Financial Commission and its subcommittee met on November 16th to review the revised term sheet and approve the draft debt management policy that is required as part of the loan financing. At the special meeting on November 16th, the Financial Commission made a motion to recommend approval of the debt management policy and also discussed the revised term sheet from Sterling National Bank for City Council's consideration.
- The loan will be structured as a lease/leaseback financing between the City and the Public Property Financing Corporation of California, a nonprofit corporation, which will assign its right to receive lease payments to Sterling National Bank.
- The loan is anticipated to fund on December 22nd with proceeds of \$9,905,000 to be deposited with the City for the Community Center project fund.
- The first debt service payment will be June 30, 2021 for \$622,090.

Staff Recommendation:

Adopt the attached Resolution authorizing the lease/leaseback financing in the maximum principal amount of \$10 million to finance a portion of the costs of the Community Center.



Subject: Community Center Project Financing

Purpose

Approve the lease/leaseback financing with the Public Property Financing Corporation of California to evident a loan from Sterling National Bank, and related documents and actions.

Background

The City of Los Altos is currently building a new Community Center. The overall approved budget for the project is \$38.3M. Included in the budget is the financing of \$10M for a portion of the project costs. The financed amount will be repaid over a 20-year period at a rate of 2.29%. Annual debt service payments are expected to be approximately \$622,090 with a first payment date on June 30, 2021 and each subsequent December 30th and June 30th through June 30, 2040. The City Council included in the first payment in its Budget approval for FY 2020/21. The financing is crucial to manage cash flow and complete the Community Center project in early 2021.

Discussion/Analysis

The City Council has approved a financing for \$10M as part of its funding for the Community Center project. The financing proposal from Sterling National Bank will allow the City to proceed with the completion of the project as planned. Terms of the financing include a fixed interest rate and the ability to prepay all or a portion of the outstanding principal on any scheduled payment date. Total annual debt payments of \$622,090 will begin in FY 2020/21. Currently the FY 2021 Approved Budget included \$700,000 for the proposed financing debt service. The term sheet from Sterling National Bank is attached to this report.

The financing will be structured as a lease/leaseback financing between the City and the Public Property Financing Corporation of California, a nonprofit corporation that regularly serves as counterparty to lease/leaseback financings by California municipalities. Under this structure, the City will lease certain property consisting of the City's Main Library to the Corporation under the Site Lease. Simultaneously, the Corporation will lease the Main Library back to the City under the Lease Agreement in return for semi-annual payments to be made by the City. The Corporation will assign its right to receive those lease payments to Sterling National Bank. The City will be required to maintain standard casualty insurance to protect against fire, lightning, and other casualties, as well as 24 months' rental interruption insurance.

The Main Library was chosen as the leased asset for the financing. Ownership of the library will remain with the City, the City will still have the ability to make renovations and modifications to the Library so long as those modification don't impair the value or municipal use of the Library. If, in the future, the City decides to rebuild or demolish the Main Library, the lease documents permit the substitution of an alternative asset. The Library is not collateral and would not be subject to foreclosure. Staff has notified the Library Joint Powers Authority that their existing lease of the Library will be subordinated to the lease/leaseback financing. It is important to note that Library operations will not be impacted in any way.



Subject: Community Center Project Financing

Options

- 1) Adopt the Resolution approving the \$10 million lease/leaseback financing and related documents and actions to provide financing for the Community Center.

Advantages: The City can move forward with adequate cash flow and funding for the Community Center project as planned.

Disadvantages: None

- 2) Do not adopt the Resolution approving the \$10 million lease/leaseback financing and related documents and actions to provide financing for the Community Center.

Advantages: None

Disadvantages: The City will not have adequate cash flow and funding to complete the Community Center project as planned.

Recommendation

Adopt the Resolution approving the \$10 million lease/leaseback financing and related documents and actions to provide financing for the Community Center.



John Riddle
Managing Director-West Region
Sterling National Bank
999 Corporate Drive Suite 100
Ladera Ranch, CA 92694
949.373.0568 | Office
949.370.2907 | Cell
Email: jriddle@snb.com
Website: www.snb.com

November 5, 2020
City of Los Altos
1 North San Antonio Road
Los Altos, CA 94022
LoanRFP@losaltosca.gov

Subject: **CITY OF LOS ALTOS FINANCE OF LOS ALTOS COMMUNITY CENTER**

To the City of Los Altos, California:

Sterling National Bank (“SNB”) is pleased to present this proposal (the “Term Sheet”) to City of Los Altos in connection with the above referenced financing request. Working with SNB has several major advantages, including:

- **Experience and Expertise:** Each member of the SNB Public Finance team has significant experience regarding the financing of essential governmental equipment and projects, and can help you document your financing in a manner that complies with applicable local laws.
- **Financial Capability:** The SNB Public Finance team is part of Sterling National Bank, a publicly traded commercial bank, which has the capability of funding tax-exempt financings on a nationwide basis.
- **Reliability:** The SNB Public Finance team prides itself on excellent customer service and the prompt closing of awarded transactions.
- **Simplified Financing Structure:** SNB is proposing to finance the remaining cost of the buildout of the Los Altos Community Center.

We look forward to working with you and your team on this transaction. Should you have any questions, please do not hesitate to contact me.

Respectfully -

John Riddle
John Riddle
Managing Director
jriddle@snb.com



John Riddle
Managing Director-West Region
Sterling National Bank
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 Ladera Ranch, CA 92694
 949.373.0568 | Office
 949.370.2907 | Cell
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 Website: www.snb.com

TERM SHEET

TYPE OF FINANCING:	Tax-exempt abatement, lease-leaseback structure, to be treated as a tax exempt fixed rate loan by Sterling National Bank
LESSEE/BORROWER:	City of Los Altos (the "City")
LESSOR/LENDER:	Sterling National Bank, or its designee or Lessor 500 Seventh Avenue, 3 rd Floor New York, NY 10018
PROJECT:	The facilities required for the City to build and complete the Los Altos Community Center and other related facilities and expenditures.
SECURITY:	Library, situated on Civic Center campus adjacent to the new Civic Center Facility on City property (with fair market value equal or greater than amount to be financed).
BOND COUNSEL:	Jones Hall LLP
COUNSEL TO THE LENDER:	Gilmore & Bell, P.C. - At no cost to the Lessee
CLOSING DATE:	December 22, 2020
AMOUNT TO BE FINANCED:	\$10,000,000
LEASE TERM:	19 years, 6 months
INTEREST RATE:	2.29% Locked through Closing
TAX STATUS:	Tax-Exempt and Non-Bank Qualified
FINAL MATURITY:	TBD (06/30/2040 assumed)
PRINCIPAL PAYMENT STRUCTURE:	Due annually, commencing on 06/30/2021 through final maturity and as further outlined in the District's request for proposal dated 9/16/2020
INTEREST PAYMENT STRUCTURE:	Due semi-annually, commencing on 06/30/2021 through final maturity. Based on a 30/360 calculation.
PURCHASE OPTION:	The Lessee shall have the right to pre-pay the Lease in whole, but not in part, on any payment date by paying the Redemption

Price, provided that Lessee gives Lessor at least thirty (30) days prior written notice of its intent to do so. The Redemption Price, as a percentage of the then-outstanding Lease balance, shall be equal to:

Year	Percentage
1 – 5	102%
6- 10	101%
Thereafter	100%

PARTIAL PREPAYMENT OPTION:

Upon at least (30) days' prior written notice to the Lender (unless otherwise waived by the Lender), the Lessee may prepay in part the outstanding principal component of the lease payments on any payment date, at par. Any prepayment in part of the principal component of the lease payments pursuant to this section shall be applied in inverse order of the outstanding principal components of the lease payments unless otherwise agreed to by the Lender. The Lessee may exercise its right of partial prepayment no more than once during any consecutive 12-month period, and any such partial prepayment shall not be in an amount of more than \$500,000.

DOCUMENTATION:

This financing is subject to the execution of mutually acceptable documentation expected to be prepared by Bond Counsel. Documents will include those that are normal and customary for a transaction of this type and size and may include, but are not limited to:

- Site Lease, Lease Purchase Agreement, Assignment Agreement to Lender
- Lessee's Closing Certificate with evidence of authorization
- Corporation's Closing Certificate with evidence of authorization
- Validity & Enforceability Opinions of Lessee's Counsel and Corporation's Counsel (at Lessee's expense)
- Opinion of Lessee's Bond Counsel (at Lessee's expense)
- Tax Certificate and IRS Form 8038-G
- Evidence of Insurance
- Title Insurance Policy in form reasonably acceptable to Lessor

FEES OF THE LESSOR:

None

Any costs of issuance incurred by the Lessee such as financial advisory, and legal counsel shall be the responsibility of the Lessee and can be included in the Amount to be Financed.

ASSIGNMENT BY THE LESSOR:

The Lessor shall have the right at any time to further assign its interest in this financing, but no such assignment shall be effective unless and until a notice has been delivered to the Lessee that discloses the name and address of the Lessor. Such assignment, transfer or conveyance shall be made only to (i) an affiliate of the Lessor or (ii) banks, insurance companies or other financial institutions or their affiliates.

IRS CIRCULAR 230 DISCLOSURE:

The Lessor and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not written or intended to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with the Lender of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

ADVISORY DISCLOSURE:

The Lessor is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and its related rules and regulations. In providing this Term Sheet, the Lessor is not providing any advice, advisory services, or recommendations with respect to the structure, timing, terms, or similar matters concerning an issuance of municipal securities. This Term Sheet is a commercial, arms-length proposal that does not create a fiduciary duty by Lessor to the City or the Corporation. The City may engage, separately and at its own cost, an advisor to review this Term Sheet and the proposed transaction on the City's behalf.

CREDIT APPROVAL:

This Term Sheet is subject to formal credit approval by Lender and the execution of mutually acceptable documentation.

PROPOSAL EXPIRATION:

Unless accepted by the Lessee or extended in writing by Lessor at its sole discretion, this Term Sheet shall expire on November 19, 2020. Once accepted, this Term Sheet shall expire if the financing is not completed by December 22, 2020.

Upon receipt of the signed Term Sheet, we will endeavor to provide you with a timely commitment and we will use good faith efforts to close on the financing based on the terms herein. It is a pleasure to offer this financing proposal to the Lessee, and we look forward to your favorable review.

Respectfully –

John Riddle

John Riddle
Managing Director
jriddle@snb.com
www.snb.com

Agreed to and Accepted by:
City of Los Altos, CA.

_____ (Name)

_____ (Title)

_____ (Date)

City of Los Altos

2020 Certificates of Participation
(Community Center Project)

Sources & Uses

Dated 12/22/2020 | Delivered 12/22/2020

Sources Of Funds

Par Amount of Bonds	\$10,000,000.00
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Total Sources	\$10,000,000.00
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Uses Of Funds

Deposit to Project Construction Fund	9,900,000.00
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Costs of Issuance	100,000.00
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Total Uses	\$10,000,000.00
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City of Los Altos

2020 Certificates of Participation
(Community Center Project)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
06/30/2021	502,501.00	2.290%	119,588.89	622,089.89
06/30/2022	404,597.00	2.290%	217,492.72	622,089.72
06/30/2023	413,862.00	2.290%	208,227.46	622,089.46
06/30/2024	423,340.00	2.290%	198,750.02	622,090.02
06/30/2025	433,034.00	2.290%	189,055.54	622,089.54
06/30/2026	442,951.00	2.290%	179,139.06	622,090.06
06/30/2027	453,094.00	2.290%	168,995.48	622,089.48
06/30/2028	463,470.00	2.290%	158,619.62	622,089.62
06/30/2029	474,083.00	2.290%	148,006.16	622,089.16
06/30/2030	484,940.00	2.290%	137,149.66	622,089.66
06/30/2031	496,045.00	2.290%	126,044.54	622,089.54
06/30/2032	507,404.00	2.290%	114,685.10	622,089.10
06/30/2033	519,024.00	2.290%	103,065.54	622,089.54
06/30/2034	530,910.00	2.290%	91,179.90	622,089.90
06/30/2035	543,068.00	2.290%	79,022.06	622,090.06
06/30/2036	555,504.00	2.290%	66,585.80	622,089.80
06/30/2037	568,225.00	2.290%	53,864.76	622,089.76
06/30/2038	581,237.00	2.290%	40,852.40	622,089.40
06/30/2039	594,548.00	2.290%	27,542.08	622,090.08
06/30/2040	608,163.00	2.290%	13,926.94	622,089.94
Total	\$10,000,000.00	-	\$2,441,793.73	\$12,441,793.73

Yield Statistics

Bond Year Dollars	\$106,628.55
Average Life	10.663 Years
Average Coupon	2.2900000%
Net Interest Cost (NIC)	2.2900000%
True Interest Cost (TIC)	2.2899671%
Bond Yield for Arbitrage Purposes	2.2899671%
All Inclusive Cost (AIC)	2.4005157%

IRS Form 8038

Net Interest Cost	2.2900000%
Weighted Average Maturity	10.663 Years

City of Los Altos

2020 Certificates of Participation
(Community Center Project)

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I
12/22/2020	-	-	-	-
06/30/2021	502,501.00	2.290%	119,588.89	622,089.89
12/30/2021	-	-	108,746.36	108,746.36
06/30/2022	404,597.00	2.290%	108,746.36	513,343.36
12/30/2022	-	-	104,113.73	104,113.73
06/30/2023	413,862.00	2.290%	104,113.73	517,975.73
12/30/2023	-	-	99,375.01	99,375.01
06/30/2024	423,340.00	2.290%	99,375.01	522,715.01
12/30/2024	-	-	94,527.77	94,527.77
06/30/2025	433,034.00	2.290%	94,527.77	527,561.77
12/30/2025	-	-	89,569.53	89,569.53
06/30/2026	442,951.00	2.290%	89,569.53	532,520.53
12/30/2026	-	-	84,497.74	84,497.74
06/30/2027	453,094.00	2.290%	84,497.74	537,591.74
12/30/2027	-	-	79,309.81	79,309.81
06/30/2028	463,470.00	2.290%	79,309.81	542,779.81
12/30/2028	-	-	74,003.08	74,003.08
06/30/2029	474,083.00	2.290%	74,003.08	548,086.08
12/30/2029	-	-	68,574.83	68,574.83
06/30/2030	484,940.00	2.290%	68,574.83	553,514.83
12/30/2030	-	-	63,022.27	63,022.27
06/30/2031	496,045.00	2.290%	63,022.27	559,067.27
12/30/2031	-	-	57,342.55	57,342.55
06/30/2032	507,404.00	2.290%	57,342.55	564,746.55
12/30/2032	-	-	51,532.77	51,532.77
06/30/2033	519,024.00	2.290%	51,532.77	570,556.77
12/30/2033	-	-	45,589.95	45,589.95
06/30/2034	530,910.00	2.290%	45,589.95	576,499.95
12/30/2034	-	-	39,511.03	39,511.03
06/30/2035	543,068.00	2.290%	39,511.03	582,579.03
12/30/2035	-	-	33,292.90	33,292.90
06/30/2036	555,504.00	2.290%	33,292.90	588,796.90
12/30/2036	-	-	26,932.38	26,932.38
06/30/2037	568,225.00	2.290%	26,932.38	595,157.38
12/30/2037	-	-	20,426.20	20,426.20
06/30/2038	581,237.00	2.290%	20,426.20	601,663.20
12/30/2038	-	-	13,771.04	13,771.04
06/30/2039	594,548.00	2.290%	13,771.04	608,319.04
12/30/2039	-	-	6,963.47	6,963.47
06/30/2040	608,163.00	2.290%	6,963.47	615,126.47
Total	\$10,000,000.00	-	\$2,441,793.73	\$12,441,793.73

City of Los Altos

2020 Certificates of Participation
(Community Center Project)

Debt Service Schedule

Part 2 of 2

Yield Statistics

Bond Year Dollars	\$106,628.55
Average Life	10.663 Years
Average Coupon	2.2900000%
Net Interest Cost (NIC)	2.2900000%
True Interest Cost (TIC)	2.2899671%
Bond Yield for Arbitrage Purposes	2.2899671%
All Inclusive Cost (AIC)	2.4005157%

IRS Form 8038

Net Interest Cost	2.2900000%
Weighted Average Maturity	10.663 Years

City of Los Altos

2020 Certificates of Participation
(Community Center Project)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
06/30/2040	Term 1 Coupon	2.290%	2.290%	10,000,000.00	100.000%	10,000,000.00
Total	-	-	-	\$10,000,000.00	-	\$10,000,000.00

Bid Information

Par Amount of Bonds	\$10,000,000.00
Gross Production	\$10,000,000.00
Bid (100.000%)	10,000,000.00
Total Purchase Price	\$10,000,000.00
Bond Year Dollars	\$106,628.55
Average Life	10.663 Years
Average Coupon	2.2900000%
Net Interest Cost (NIC)	2.2900000%
True Interest Cost (TIC)	2.2899671%

City of Los Altos

2020 Certificates of Participation
(Community Center Project)

Bond Summary Statistics

Maturity	Type	Par Value	Price	Average Coupon	Average Life
06/30/2040	Term 1	10,000,000.00	100.000%	2.290%	10.663 Years
Total	-	\$10,000,000.00	-	-	-

Bond Statistics

Dated	12/22/2020
Delivery Date	12/22/2020
Last Maturity	6/30/2040

Arbitrage Yield	2.2899671%
True Interest Cost (TIC)	2.2899671%
Net Interest Cost (NIC)	2.2900000%
All Inclusive Cost (AIC)	2.4005157%

Average Coupon	2.2900000%
Average Life (years)	10.663 Years

Par Amount	10,000,000.00
Bond Proceeds	10,000,000.00
Total Interest	2,441,793.73
Net Interest	2,441,793.73
Bond Years from Dated Date	106,628,546.22
Bond Years from Delivery Date	106,628,546.22
Total Debt Service	12,441,793.73
Maximum Annual Debt Service	622,090.08
Average Annual Debt Service	622,089.69

Bid (100.000%)	10,000,000.00
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Derivation of True Interest Cost

Par Amount of Bonds	\$10,000,000.00
Total Purchase Price	\$10,000,000.00
True Interest Cost (TIC)	2.2899671%

Derivation of All Inclusive Cost

Par Amount of Bonds	\$10,000,000.00
Costs of Issuance	(100,000.00)
Net Issue Proceeds	\$9,900,000.00
All Inclusive Cost (AIC)	2.4005157%

Derivation of Arbitrage Yield

Par Amount of Bonds	\$10,000,000.00
Original Issue Proceeds	\$10,000,000.00
Bond Yield for Arbitrage Purposes	2.2899671%

11/16/2020 | 11:20 AM

City of Los Altos

2020 Certificates of Participation
(Community Center Project)

Detail Costs Of Issuance

Dated 12/22/2020 | Delivered 12/22/2020

COSTS OF ISSUANCE DETAIL

Bond Counsel	\$55,500.00
Financial Advisor	\$17,500.00
Title Insurance/Opinion	\$11,000.00
Debt Policy Work	\$5,000.00
Counter-Party	\$4,500.00
Counter-Party Legal	\$1,500.00
CDIAC	\$2,500.00
Contingency	\$2,500.00
TOTAL	\$100,000.00

RESOLUTION NO. 2020-43

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
APPROVING A LEASE FINANCING IN AN AGGREGATE PRINCIPAL
AMOUNT NOT TO EXCEED \$10,000,000 TO FINANCE A PORTION OF THE
CONSTRUCTION OF THE NEW COMMUNITY CENTER, AND APPROVING
RELATED DOCUMENTS AND ACTIONS**

WHEREAS, the City of Los Altos (the “City”) has determined to acquire and construct a new community center in the City (the “Project”); and

WHEREAS, in order to finance a portion of the cost of the Project, the City has agreed to lease the real property consisting of the Los Altos Main Library located at 13 South San Antonio Road in the City (the “Leased Property”), to the Public Property Financing Corporation of California (the “Corporation”) under a Site Lease (the “Site Lease”) in consideration of the payment by the Corporation of an upfront rental payment (the “Site Lease Payment”) which is sufficient to provide financing for the costs of the Project; and

WHEREAS, the Corporation has agreed to sublease the Leased Property back to the City pursuant to a Lease Agreement (the “Lease Agreement”) in consideration of the payment by the City of lease payments (the “Lease Payments”) for the use and occupancy of the Leased Property; and

WHEREAS, in order to raise the funds needed to pay the Site Lease Payment to the City, the Corporation has agreed to assign certain of its rights under the Site Lease and the Lease Agreement, including the right to receive and enforce payment of the Lease Payments, to Sterling National Bank (the “Assignee”), which will provide financing for the Project in the principal amount of not to exceed \$10,000,000; and

WHEREAS, the City Council finds that it is in the best interest of the City to enter into the Site Lease and the Lease Agreement; and

WHEREAS, in accordance with Government Code Section 5852.1, the City has obtained and wishes to disclose the information set forth in Appendix A hereto; and

WHEREAS, there has been presented to this meeting proposed forms of the Site Lease and Lease Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Los Altos as follows:

Section 1. Recitals. The City Council hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Approval of Financing Agreements. The City Council hereby approves each of the following agreements required for the financing a portion of the costs of the Project, in substantially the respective forms on file with the City Clerk together with any changes therein or additions thereto deemed advisable by the City Manager, any acting, interim, deputy or assistant City Manager, or Administrative Services Director, or the written designee of any of them (each, an “Authorized Officer”), whose execution thereof shall be conclusive evidence of the approval of any such changes or additions. An

Authorized Officer is hereby authorized and directed for and on behalf of the City to execute, and the City Clerk is hereby authorized and directed to attest, the final form of each such agreement, as follows:

- Site Lease, between the City as lessor and the Corporation as lessee, under which the City leases the Leased Property to the Corporation in consideration of the payment of the Site Lease Payment.
- Lease Agreement, between the Corporation as lessor and the City as lessee, under which the Corporation leases the Leased Property back to the City and the City agrees to pay semiannual Lease Payments which are sufficient to pay debt service in respect of the financing, in a principal amount not to exceed \$10,000,000, and at an annual interest rate not to exceed 2.29%.

Section 3. Assignment of Rights. The City Council hereby approves the assignment by the Corporation of certain of its rights under the Site Lease and the Lease Agreement, including the right to receive and enforce the payment of the Lease Payments, to the Assignee, pursuant to an Assignment Agreement between the Corporation and the Assignee, under which the Assignee agrees to provide the funds equal to the Site Lease Payment.

Section 4. Official Actions. The Authorized Officers are hereby authorized and directed, for and on behalf of the City, to do any and all things and take any and all actions and execute any and all certificates, agreements, and other documents, including without limitation a term sheet with the Assignee, and to take any and all other actions, in furtherance of and consistent with the transactions contemplated by this Resolution. All actions previously taken by an Authorized Official and the other officers and agents of the City with respect to the transactions contemplated by this Resolution are hereby approved, confirmed and ratified.

Section 5. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

I hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the City Council of the City of Los Altos at a meeting thereof held on the 15th day of December, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Neysa Fligor, Mayor

ATTEST

Andrea M. Chelemengos, MMC, City Clerk

APPENDIX A

Government Code Section 5852.1 Disclosure

The following information consists of estimates that have been provided in good faith by the municipal advisor to the City:

- (A) True interest cost of the Lease Payments: 2.29%
- (B) Finance charge related to the Lease (sum of all costs of issuance and fees/charges paid to third parties): \$95,000
- (C) Net proceeds to be received (net of finance charges, reserves and capitalized interest, if any): \$9,905,000
- (D) Total payment amount through maturity: \$12,441,793.73

RECORDING REQUESTED BY:
Stewart Title Guaranty Company

AND WHEN RECORDED

RETURN TO:

Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Scott R. Ferguson, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE LEASE

This SITE LEASE (this "Site Lease"), dated as of December 1, 2020, is between the CITY OF LOS ALTOS, a municipal corporation and general law city organized and existing under the laws of the State of California (the "City"), as lessor, and the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California ("Corporation"), as lessee.

B A C K G R O U N D :

1. The City has determined to acquire and construct a new community center in the City (the "Project").

2. In order to finance a portion of the cost of the Project, the City has agreed to lease the real property consisting of the Los Altos Main Library located at 13 South San Antonio Road in the City (the "Leased Property"), which is described more fully in Appendix A attached hereto and made a part hereof, to the Corporation under this Site Lease in consideration of the payment by the Corporation of an upfront rental payment (the "Site Lease Payment") which is sufficient to provide financing for a portion of the costs of the Project.

3. The Corporation has agreed to sublease the Leased Property back to the City pursuant to the Lease Agreement dated as of December 1, 2020 (the "Lease"), which has been recorded concurrently herewith, in consideration of the payment by the City of lease payments (the "Lease Payments") for the use and occupancy of the Leased Property thereunder, in the exercise of the common powers of its members.

4. In order to raise the funds needed to pay the Site Lease Payment to the City, the Corporation has assigned certain of its rights under this Site Lease and the Lease, including the right to receive and enforce payment of the Lease Payments, to Sterling National Bank, a national banking association (together with its successors and assigns,

the "Assignee"), under an Assignment Agreement dated as of December 1, 2020 (the "Assignment Agreement"), which has been recorded concurrently herewith.

A G R E E M E N T :

In consideration of the foregoing and the material covenants hereinafter contained, the City and the Corporation formally covenant, agree and bind themselves as follows:

SECTION 1. *Lease of Leased Property.* The City hereby leases to the Corporation, and the Corporation hereby leases from the City, the Leased Property on the terms and conditions hereinafter set forth. The City represents and covenants that it is the owner in fee of the Leased Property described on Exhibit A subject only to Permitted Encumbrances and that the Leased Property is properly zoned or approved for the uses contemplated by this Site Lease and the Lease.

SECTION 2. *Term; Possession.* The term of this Site Lease commences, and the Corporation becomes entitled to possession of the Leased Property, as of the date of recordation hereof. This Site Lease ends, and the right of the Corporation hereunder to possession of the Leased Property thereupon ceases, on the date on which all of the outstanding Lease Payments are paid in full, or provision is made for such payment in accordance with the Lease, and the Lease has been terminated in accordance with its terms.

SECTION 3. *Site Lease Payment.* The Corporation shall pay to the City as and for rental of the Leased Property hereunder, the Site Lease Payment in the amount of \$10,000,000 to be paid on the date of execution and delivery hereof. The Corporation shall cause the amount required for such purpose to be provided from the Assignee in accordance with the Assignment Agreement. No other amounts of rental will be due and payable by the Corporation for the use and occupancy of the leased property under this Site Lease.

SECTION 4. *Purpose of this Site Lease; Sublease Back to City.* The purpose for which the City agrees to lease the Leased Property to the Corporation hereunder is to enable the City to finance the Project. The Corporation hereby agrees to sublease the Leased Property back to the City under the Lease.

SECTION 5. *Assignments and Subleases.* The Corporation may not assign its rights under this Site Lease or sublet all or any portion of the Leased Property, except as provided in the Lease and the Assignment Agreement, without the prior written consent of the Assignee. Under the Lease, the City has consented to the assignment of this Site Lease to the Assignee.

SECTION 6. *Right of Entry.* The City reserves the right for any of its duly authorized representatives to enter upon the Leased Property, or any portion thereof, at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 7. *Termination.* The Corporation agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property in the same good order and condition as the Leased Property was in at the time of commencement of the term hereof,

reasonable wear and tear excepted, and agrees that all buildings, improvements and structures then existing upon the Leased Property will remain thereon and title thereto will vest thereupon in the City for no additional consideration.

SECTION 8. *Default.* If the Corporation defaults in the performance of any obligation on its part to be performed under the terms of this Site Lease, and such default continues for 30 days following notice and demand for correction thereof to the Corporation, the City may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease shall be deemed to occur as a result thereof and this Site Lease may not be terminated by the City as a remedy for such default.

Notwithstanding the foregoing, so long as the Lease remains in effect, the City shall continue to pay the Lease Payments to the Assignee in accordance with the Assignment Agreement. In the event of the occurrence of an Event of Default under the Lease, the Corporation may (i) exercise the remedies provided in the Lease, (ii) use the Leased Property for any lawful purpose, subject to any applicable legal limitations or restrictions and (iii) exercise all options provided herein.

SECTION 9. *Amendments.* The Corporation and the City may at any time amend or modify any of the provisions of this Site Lease, but only with the prior written consent of the Assignee.

SECTION 10. *Quiet Enjoyment.* The Corporation at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Leased Property, subject to the provisions of the Lease and other Permitted Encumbrances.

SECTION 11. *Waiver of Personal Liability.* All liabilities under this Site Lease on the part of the Corporation are solely liabilities of the Corporation, and the City hereby releases each and every director and officer of the Corporation of and from any personal or individual liability under this Site Lease. No director or officer of the Corporation is at any time or under any circumstances individually or personally liable under this Site Lease for anything done or omitted to be done by the Corporation hereunder.

SECTION 12. *Taxes.* The City will pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property and any improvements thereon.

SECTION 13. *Eminent Domain.* If the whole or any part of the Leased Property, or any improvements thereon, are taken by eminent domain proceedings, the interest of the Corporation will be the aggregate amount of the then unpaid principal components of the Lease Payments payable under the Lease and the balance of the award, if any, will be paid to the City. The City hereby waives any and all rights that it has or may hereafter have to acquire the interest of the Corporation in and to the Leased Property through the eminent domain powers of the City.

SECTION 14. *Notices.* Any notice, request, complaint, demand or other communication under this Site Lease shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below.

Notice shall be effective either (a) upon transmission by facsimile transmission or

other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Corporation, the City and the Assignee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the City:	City of Los Altos 1 North San Antonio Road Los Altos, CA 94022 Attention: Administrative Services Director Email: _____
If to the Corporation:	Public Property Financing Corporation of California 2945 Townsgate Road, Suite 200 Westlake Village, CA 91361 Attention: Chief Executive Officer Email: bmorton@munifinance.com
If to the Assignee:	Sterling National Bank 500 Seventh Avenue, 3rd Floor New York, NY 10018 Attention: Public Sector Finance Email: [coyomba@snb.com]

SECTION 15. *Governing Law.* This Site Lease is governed by the laws of the State of California.

SECTION 16. *Third Party Beneficiary.* The Assignee is hereby made a third party beneficiary hereunder with all rights of a third party beneficiary.

SECTION 17. *Binding Effect.* This Site Lease inures to the benefit of and is binding upon the Corporation, the City and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 18. *Severability of Invalid Provisions.* If any one or more of the provisions contained in this Site Lease are for any reason held to be invalid, illegal or unenforceable in any respect, then such provision or provisions will be deemed severable from the remaining provisions contained in this Site Lease and such invalidity, illegality or unenforceability shall not affect any other provision of this Site Lease, and this Site Lease shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Corporation and the City each hereby declares that it would have entered into this Site Lease and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Site Lease may be held illegal, invalid or unenforceable.

SECTION 19. *Section Headings.* All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

SECTION 20. *Execution in Counterparts.* This Site Lease may be executed in any number of counterparts, each of which is an original but all together constitute one and the same instrument. It is also agreed that separate counterparts of this Site Lease may be separately executed by the Corporation and the City, all with the same force and effect as though the same counterpart had been executed by both the Corporation and the City.

SECTION 21. *Defined Terms.* All capitalized terms used herein and not otherwise defined have the respective meanings given those terms in the Lease.

IN WITNESS WHEREOF, the City and the Corporation have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF LOS ALTOS, as Lessor

By _____
[NAME]
[TITLE]

Attest:

By: _____
Andrea M. Chelemengos, MMC
City Clerk

**PUBLIC PROPERTY FINANCING
CORPORATION OF
CALIFORNIA, as Lessee**

By _____
Stefan A. Morton, Treasurer

FORM OF NOTARY ACKNOWLEDGMENT

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of the following described land located in County of Santa Clara, State of California, together with all buildings, facilities and other improvements constituting real property that are located thereon, and together with the right of ingress and egress:

(End of Legal Description)

RECORDING REQUESTED BY:
Stewart Title Guaranty Company

AND WHEN RECORDED
RETURN TO:
Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Scott R. Ferguson, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease"), dated as of December 1, 2020, is between the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation"), as lessor, and the CITY OF LOS ALTOS, a municipal corporation and general law city organized and existing under the laws of the State of California (the "City"), as lessee.

BACKGROUND:

1. The City has determined to acquire and construct a new community center in the City (the "Project").
2. In order to finance a portion of the cost of the Project, the City has agreed to lease the real property consisting of the Los Altos Main Library located at 13 South San Antonio Road in the City (the "Leased Property"), which is described more fully in Appendix A attached hereto and made a part hereof, to the Corporation under a Site Lease dated as of December 1, 2020 (the "Site Lease"), which has been recorded concurrently herewith, in consideration of the payment by the Corporation of an upfront rental payment (the "Site Lease Payment") which is sufficient to provide financing for the costs of the Project.
3. The Corporation has agreed to sublease the Leased Property back to the City pursuant to this Lease in consideration of the payment by the City of lease payments (the "Lease Payments") for the use and occupancy of the Leased Property hereunder, in the exercise of the common powers of its members.
4. In order to raise the funds needed to pay the Site Lease Payment to the City, the Corporation has assigned certain of its rights under the Site Lease and this Lease, including the right to receive and enforce payment of the Lease Payments, to Sterling National Bank, a national banking association (together with its successors and assigns,

the “Assignee”), under an Assignment Agreement dated as of December 1, 2020 (the “Assignment Agreement”), which has been recorded concurrently herewith.

A G R E E M E N T :

In consideration of the foregoing and the material covenants hereinafter contained, the City and the Corporation formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

SECTION 1.1. *Definitions.* All terms defined in this Section 1.1 have the respective meanings herein specified for all purposes of this Lease. Terms defined in the recitals of this Lease and not otherwise defined in this Section 1.1 have the respective meanings given such terms in the recitals.

“Additional Payments” means any and all amounts payable by the City hereunder (other than Lease Payments), including rebate payments to the federal government.

“Applicable Environmental Laws” means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC Sections 9601 et seq.; the Federal Water Pollution Control Act, 33 USC Sections 1251 et seq.; the Clean Air Act, 42 USC Sections 7401 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001, et seq.; the Clean Water Act, 33 U.S.C. Section 1321 et seq.; the Resource Conservation and Recovery Act, 42 USC Sections 6901 et seq.; the California Hazardous Waste Control Law, California Health & Safety Code Sections 25100 et seq.; the Hazardous Substance Account Act, California Health & Safety Code sections 25300 et seq.; the Porter-Cologne Water Quality Control Act (the “Porter-Cologne Act”), California Water Code Sections 1300 et seq.; the Air Resources Act, California Health & Safety Code Sections 3900 et seq.; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 et seq.; the Toxic Substances Control Act (“TSCA”), 15 U.S.C. Section 2601 et seq.; the Asbestos Hazard Emergency Response Act and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, and any so called local, state or federal “superfund” or “superlien” law, in each case, as each of the foregoing may be amended and in each case including the regulations under each of the foregoing, whether currently in existence or hereafter enacted, that govern:

- (a) the existence, cleanup, and/or remedy of contamination on property;
- (b) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;
- (c) the control of hazardous wastes; or
- (d) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

“Assignee” means Sterling National Bank, a national banking association and its successors and assigns as assignee of certain rights of the Corporation hereunder, and its successors and assigns.

“Assignment Agreement” means the Assignment Agreement dated as of December 1, 2020, between the Corporation, as assignor, and the Assignee, as assignee, as originally executed or as thereafter amended under any duly authorized and executed amendments thereto.

“Bond Counsel” means Jones Hall, A Professional Law Corporation, or any attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Tax Code.

“Business Day” means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State of California.

“City” means the City of Los Altos, a municipal corporation and general law city organized and existing under the laws of the State of California.

“Closing Date” means the date of execution and delivery of this Lease by the parties hereto, being December ____, 2020.

“Corporation” means the Public Property Financing Corporation of California, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California.

“Event of Default” means any of the events of default as defined in Section 8.1.

“Federal Securities” means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

“Fiscal Year” means each twelve-month period during the Term of this Lease commencing on July 1 in any calendar year and ending on June 30 in the next succeeding calendar year, or any other twelve-month period selected by the City as its fiscal year period.

“Hazardous Substance” any substance that is, at any time, listed as “hazardous” or “toxic” in any Applicable Environmental Law or that has been or is determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the facilities, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 et seq.).

“Interest Rate” means an interest rate of 2.29% per annum applicable to the Lease Payments.

“Lease” means this Lease Agreement dated as of December 1, 2020, between the Corporation, as lessor, and the City, as lessee, as originally executed or as thereafter amended under any duly authorized and executed amendments hereto.

“Lease Payment” means all payments required to be paid by the City under Section 4.3, including any prepayment thereof under Sections 9.2 or 9.3.

“Lease Payment Date” means June 30 and December 30 of each year, commencing June 30, 2021, and continuing to and including the date on which the Lease Payments are paid in full.

“Leased Property” means the real property more particularly described in Appendix A, including the structures situated thereon. From and after the date of any substitution of property under Section 4.6 or release of property under Section 4.7, the term “Leased Property” means the real property that remains subject to this Lease following such substitution or release.

“Net Proceeds” means amounts derived from any policy of casualty insurance or title insurance with respect to the Leased Property, or the proceeds of any taking of the Leased Property or any portion thereof in eminent domain proceedings (including sale under threat of such proceedings), to the extent remaining after payment therefrom of all expenses incurred in the collection and administration thereof.

“Permitted Encumbrances” means, as of any time:

- (a) liens for general *ad valorem* taxes and assessments, if any, not then delinquent, or which the City may permit to remain unpaid under Article VI of this Lease;
- (b) the Site Lease, this Lease and the Assignment Agreement;
- (c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law;
- (d) an unrecorded lease entitled “Lease Agreement” entered into in May 1991 between the City, as lessor, and the County of Santa Clara (the “County”), as lessee, the County’s rights under which has been assigned to the Santa Clara County Library Joint Powers Authority;
- (e) the exceptions disclosed in the title insurance policy issued by Stewart Title with respect to the Leased Property in connection with this Lease, which the City certifies in writing to the Corporation and the Assignee will not interfere with the City’s beneficial use and enjoyment of, or otherwise adversely affect the intended use of, the Leased Property, or adversely affect the rights and interests of the Corporation or the Assignee under this Lease, the Site Lease or the Assignment Agreement; and
- (f) any easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record.

“Rental Period” means each period during the Term of the Lease commencing on and including June 30 in each year and extending to and including the next succeeding June 29. The first Rental Period begins on the Closing Date and ends on June 29, 2021.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

“Taxable Equivalent Rate” means [3.05]%.

“Term of this Lease” or “Term” means the time during which this Lease is in effect, as provided in Section 4.2.

SECTION 1.2. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

SECTION 2.1. *Covenants, Representations and Warranties of the City.* The City makes the following covenants, representations and warranties to the Corporation as of the date of the execution and delivery of this Lease:

- (a) Due Organization and Existence. The City a municipal corporation and general law city organized and existing under the laws of the State of California, has full legal right, power and authority under the laws of the State of California to enter into the Site Lease and this Lease and to carry out and consummate all transactions contemplated thereby and hereby, and by proper action the City has duly authorized the execution and delivery of the Site Lease and this Lease.

- (b) Due Execution. The representatives of the City executing the Site Lease and this Lease have been fully authorized to execute the same under a resolution duly adopted by the City Council of the City.
- (c) Valid, Binding and Enforceable Obligations. The Site Lease and this Lease have each been duly authorized, executed and delivered by the City and each constitutes the legal, valid and binding agreement of the City enforceable against the City in accordance with its terms.
- (d) No Conflicts. The execution and delivery of the Site Lease and this Lease, the consummation of the transactions therein and herein contemplated, and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease or this Lease or the financial condition, assets, properties or operations of the City.
- (e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery by the City of the Site Lease and this Lease, or the consummation of any transaction therein or herein contemplated, except as have been obtained or made and as are in full force and effect, or except as would not materially adversely affect the transactions contemplated hereby.
- (f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the City after reasonable investigation, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site Lease or this Lease or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated

by the Site Lease or this Lease, or the financial condition, assets, properties or operations of the City.

- (g) Essential Purpose. The Leased Property and the financing pursuant to this Lease and the Assignment Agreement are essential to the City's efficient and economic operation, and are in the best interests of the City. During the term of this Lease, the Leased Property will be used by the City only for the purpose of performing one or more essential functions of the City consistent with the permissible scope of the City's authority.
- (h) Available Funds. The City has funds available for the payment of Lease Payments due during the current Fiscal Year and reasonably believes that sufficient funds can be obtained to make all Lease Payments and payments of other amounts required to be paid hereunder.
- (i) No Defaults. The City has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease, or under any of its bonds, notes, or other debt obligations.
- (j) Title to Leased Property; Encumbrances. The City is the owner in fee of the Leased Property and title to the Leased Property shall remain in the City, subject to the rights of the Corporation hereunder and under the Site Lease and subject to Permitted Encumbrances.
- (k) No lien or encumbrance on the Leased Property materially impairs the City's use of the Leased Property for the purposes for which it is, or may reasonably be expected to be, held. This Lease is the only lease that encumbers the Leased Property. The Leased Property is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the District's use of the Leased Property as contemplated in this Lease.
- (l) Flood Hazard. The Leased Property is not located in a "Special Flood Hazard Area" shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map used in connection with the National Flood Insurance Program and has not been subject to material damage from flooding.
- (m) Insured Value. The insured value of the Leased Property, based on replacement cost, is not less than the aggregate principal component of all of the Lease Payments.
- (n) Useful Life. The buildings located on the Leased Property have a remaining useful life that extends to at least June 30, 2040.
- (o) Hazardous Materials. To the best of the City's knowledge, the Leased Property is free of all hazardous materials that would impair

the City's use of the Leased Property for the purposes for which it is, or may reasonably be expected to be, held or that will materially adversely affect the ability of the City to perform its obligations under this Lease.

- (p) Financial Statements. The financial statements of the City for the year ended June 30, 2019, supplied to the Assignee fairly present the City's financial condition as of the date of the statements. Other than as described in such financial statements or otherwise disclosed to the Assignee, there has been no material adverse change in the City's financial condition subsequent to June 30, 2019.
- (q) Taxes and Assessments. All taxes, assessments or impositions of any kind with respect to the Leased Property, except current taxes, have been paid.
- (r) The Leased Property. The City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the Assignee's interest in any property now or hereafter included in the Leased Property shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Lease.

SECTION 2.2. *Covenants, Representations and Warranties of the Corporation*. The Corporation makes the following covenants, representations and warranties to the City as of the date of the execution and delivery of this Lease:

- (a) Due Organization and Existence. The Corporation is a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, has full legal right, power and authority to enter into the Site Lease, this Lease and the Assignment Agreement and to carry out and consummate all transactions contemplated hereby and thereby, and by proper action the Corporation has duly authorized the execution and delivery of the Site Lease, this Lease and the Assignment Agreement.
- (b) Due Execution. The representatives of the Corporation executing the Site Lease, this Lease and the Assignment Agreement are fully authorized to execute the same under official action taken by the governing board of the Corporation.
- (c) Valid, Binding and Enforceable Obligations. The Site Lease, this Lease and the Assignment Agreement have been duly authorized, executed and delivered by the Corporation and constitute the legal, valid and binding agreements of the Corporation, enforceable against the Corporation in accordance with their respective terms.
- (d) No Conflicts. The execution and delivery of the Site Lease, this Lease and the Assignment Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, do not

and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Corporation is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease, this Lease or the Assignment Agreement or the financial condition, assets, properties or operations of the Corporation.

- (e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the Corporation, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery by the Corporation of the Site Lease, this Lease or the Assignment Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect, or except as would not materially adversely effect the transactions contemplated hereby.

- (f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Corporation after reasonable investigation, threatened against or affecting the Corporation or the assets, properties or operations of the Corporation which, if determined adversely to the Corporation or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site Lease, this Lease or the Assignment Agreement, or upon the financial condition, assets, properties or operations of the Corporation, and the Corporation is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease, this Lease or the Assignment Agreement or the financial condition, assets, properties or operations of the Corporation.

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS

SECTION 3.1. *Deposit of and Application of Funds.* On the Closing Date, the Corporation shall cause the amount of \$10,000,000, constituting the full amount of the Site Lease Payment, to be applied as follows:

- (a) \$95,000 shall be transferred to the Assignee and used by the Assignee to pay the costs of the financing pursuant to written instructions provided by the City.
- (b) \$9,905,000, constituting the remainder of the Site Lease Payment, shall be deposited into the Project Fund, to be applied to pay the costs of the Project.

SECTION 3.2. *Construction of Project.* The City will enter into, administer and enforce all purchase orders or other contracts relating to the acquisition, construction and installation of the Project. The City will pay the costs of the Project from amounts held by it in the Project Fund. All contracts for, and all work relating to, the acquisition and construction of the Project shall be subject to all applicable provisions of law relating to the acquisition, construction, improvement, and installation of like facilities and property by the City.

SECTION 3.3. *Completion of Project; Certification of Completion.* The City expects that the Project will be substantially completed by _____, 20____. The failure to complete the Project by such date will not constitute an Event of Default hereunder or a grounds for termination of this Lease.

Upon the completion of the acquisition and construction of the Project, but in any event not later than 30 days following such completion, the City shall execute and deliver to the Assignee a written certificate that:

- (a) states that the acquisition, construction and installation of the Project has been substantially completed, and
- (b) identifies the amounts, if any, to remain on deposit in the Project Fund for payment of costs of the Project thereafter.

All amounts in the Project Fund in excess of the amounts retained therein for payment of future costs of the Project (as identified in such written certificate of the City, if any) (the "Excess Project Funds") will be transferred to the Assignee and applied to pay or prepay the Lease Payments under Section 9.2(b).

ARTICLE IV

LEASE OF LEASED PROPERTY; LEASE PAYMENTS

SECTION 4.1. *Lease of Leased Property by City to Corporation.* For and in consideration of the application by the Corporation of funds in accordance with Section

3.1, the City has leased the Leased Property to the Corporation under the Site Lease. For and in consideration of the Lease Payments to be made by the City hereunder, the Corporation hereby leases the Leased Property to the City and the City hereby leases the Leased Property from the Corporation, upon the terms and provisions hereof.

SECTION 4.2. *Term.* The Term of this Lease commences on the Closing Date and ends on the date on which all of the Lease Payments have been paid in full. If the obligation of the City to pay Lease Payments is abated for any period under Section 6.3 hereof, the term of this Lease shall extend until such time as all Lease Payments have been paid in full, provided that the term of this Lease shall not extend more than ten years following the last Lease Payment Date shown on Appendix B.

SECTION 4.3. *Lease Payments.*

(a) Obligation to Pay. Subject to the provisions of Section 6.3 and the provisions of Article IX, the City agrees to pay to the Corporation, its successors and assigns, the Lease Payments (denominated into components of principal and interest) in the respective amounts specified in Appendix B attached hereto and by this reference incorporated herein, to be due and payable in immediately available funds on each of the respective Lease Payment Dates specified in Appendix B.

The Lease Payments payable in any Rental Period with respect to the Leased Property shall be for the use of the Leased Property during such Rental Period.

The interest components of the Lease Payments have been calculated based on the unpaid principal components of the Lease Payments and an interest rate of [2.290]% per annum, on the basis of a 360-day year of twelve 30-day months.

(b) Effect of Prepayment. If the City prepays all Lease Payments in full under Sections 9.2(a) or 9.3, the City's obligations under this Section will thereupon cease and terminate. If the City prepays the Lease Payments in part but not in whole under Sections 9.2(b) or 9.3, the remaining Lease Payments will be reduced such that approximately level Lease Payments prevail following such prepayment, as set forth in a revised schedule of Lease Payments which is provided to the City by the Assignee and shall supersede and replace the existing schedule of Lease Payments set forth on Appendix B hereto without the need for further amendment to this Lease.

(c) Rate on Overdue Payments. If the City fails to make any of the payments required in this Section 4.3, the payment in default will continue as an obligation of the City until the amount in default has been fully paid, and the City agrees to pay the same with interest thereon, from the date of default to the date of payment at the rate of [5.00]% per annum.

(d) Taxable Equivalent Rate. If it is determined that any of the interest components of Lease Payments may not be excluded from gross income for purposes of federal income taxation due to any action or inaction by the City, the Interest Rate shall be adjusted to the Taxable Equivalent Rate for the remainder of the term of this Lease.

(e) Fair Rental Value. The Lease Payments coming due and payable during each Rental Period constitute the total rental for the Leased Property for such Rental Period, and will be paid by the City in each Rental Period for and in consideration of the

right of the use and occupancy of, and the continued quiet use and enjoyment of the Leased Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments represent the fair rental value of the Leased Property. In making this determination, consideration has been given to the estimated fair market value of the Leased Property, the replacement cost of the Leased Property, the costs of financing the deposit required to be made under Section 3.1, other obligations of the City and the Corporation under this Lease, the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the City and the general public.

(f) Source of Payments; Budget and Appropriation. The Lease Payments are payable from any source of legally available funds of the City, subject to the provisions of Sections 6.3 and 9.1. The City covenants to take such action as may be necessary to include all Lease Payments in each of its annual budgets during the Term of this Lease and to make the necessary annual appropriations for all such Lease Payments. The covenants on the part of the City herein contained constitute duties imposed by law and it is the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the City.

(g) Assignment. The City understands and agrees that all Lease Payments have been assigned by the Corporation to the Assignee under the Assignment Agreement, and the City hereby assents to such assignment. The Corporation hereby directs the City, and the City hereby agrees, to pay to the Assignee all payments payable by the City under this Section 4.3 and all amounts payable by the City under Article IX.

SECTION 4.4. *Quiet Enjoyment.* Throughout the Term of this Lease, the Corporation will provide the City with quiet use and enjoyment of the Leased Property and the City will peaceably and quietly have and hold and enjoy the Leased Property, without suit, trouble or hindrance from the Corporation, except as expressly set forth in this Lease. The Corporation will, at the request of the City and at the City's cost, join in any legal action in which the City asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation has the right to inspect the Leased Property as provided in Section 7.2.

SECTION 4.5. *Title.* At all times during the Term of this Lease, the Corporation shall hold leasehold title to the Leased Property, including all additions which comprise fixtures, repairs, replacements or modifications thereto, subject to Permitted Encumbrances and subject to the provisions of Section 7.2.

Upon the termination of this Lease (other than under Section 8.2(b) hereof), all right, title and interest of the Corporation in and to the Leased Property shall be transferred to and vested in the City. Upon the payment in full of all Lease Payments allocable to the Leased Property, or upon the deposit by the City of security for such Lease Payments as provided in Section 9.1, all right, title and interest of the Corporation in and to the Leased Property shall be transferred to and vested in the City. The Corporation agrees to take any and all steps and execute and record any and all documents reasonably required by the City to consummate any such transfer of title.

SECTION 4.6. *Substitution of Property.* With the prior written consent of the Assignee (which shall not be unreasonably withheld), the City may substitute other unencumbered real property (the "Substitute Property") for the Leased Property or any portion thereof (the "Former Property"), provided that the City has satisfied all of the following requirements which are hereby declared to be conditions precedent to such substitution:

- (a) No Event of Default has occurred and is continuing.
- (b) The City has filed with the Corporation and the Assignee, and caused to be recorded in the Office of the Santa Clara County Recorder sufficient memorialization of, an amended Appendix A to this Lease which adds thereto a description of such Substitute Property and deletes therefrom the description of such Former Property.
- (c) The City has obtained a CLTA policy of title insurance insuring the City's leasehold estate hereunder in the Substitute Property, in an amount at least equal to the aggregate unpaid principal components of the Lease Payments and naming the Assignee as an additional insured.
- (d) The City has certified in writing to the Corporation and the Assignee that such Substitute Property serves the governmental purposes of the City and constitutes property which the City is permitted to lease under the laws of the State of California.
- (e) The Substitute Property does not cause the City to violate any of its covenants, representations and warranties made herein. No event giving rise to an abatement of Lease Payments has occurred or is continuing with respect to the Substitute Property.
- (f) The City has certified in writing to the Corporation and the Assignee that the estimated value and the estimated fair rental value of the Leased Property, after giving effect to the proposed substitution, are no less than the maximum annual Lease Payments remaining unpaid hereunder at the time of the proposed substitution.
- (g) The City has delivered to the Corporation and the Assignee an Opinion of Bond Counsel to the effect that such substitution of Leased Property will not, in and of itself, cause the interest component of Lease Payments to be included in gross income for federal income tax purposes.
- (h) No event giving rise to an abatement of Lease Payments has occurred or is continuing with respect to the Substitute Property.

SECTION 4.7. *Release of Property.* With the prior written consent of the Assignee, the City may release any portion of the Leased Property from this Lease (the "Released Property") provided that the City has satisfied all of the following requirements which are hereby declared to be conditions precedent to such release:

- (a) No Event of Default has occurred and is continuing.
- (b) The City has filed with the Corporation and the Assignee, and caused to be recorded in the Office of the Santa Clara County Recorder sufficient memorialization of, an amendment hereof which removes the Released Property from this Lease.
- (c) The City has certified in writing to the Corporation and the Assignee that the value of the property that remains subject to this Lease following such release is at least equal to the aggregate unpaid principal components of the Lease Payments, and the fair rental value of the property which remains subject to this Lease following such release is at least equal to the Lease Payments thereafter coming due and payable hereunder.
- (d) The City has delivered to the Corporation and the Assignee an Opinion of Bond Counsel to the effect that such release of Leased Property will not, in and of itself, cause the interest portion of Lease Payments to be included in income for federal income tax purposes.
- (e) No event giving rise to an abatement of Lease Payments has occurred or is continuing with respect to the property that remains subject to this Lease following such release.

Upon written consent of the Assignee and the satisfaction of all such conditions precedent, the Term of this Lease will thereupon end as to the Released Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release. The Corporation and the City shall execute, deliver and cause to be recorded all documents required to discharge this Lease and the Assignment Agreement of record against the Released Property.

SECTION 4.8. *No Merger.* It is the express intention of the Corporation and the City that this Lease and the obligations of the parties hereunder are separate and distinct from the Site Lease and the obligations of the parties thereunder, and that during the term of the Site Lease and this Lease no merger of title or interest may occur or be deemed to occur as a result of the respective positions of the Corporation and the City thereunder and hereunder.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

SECTION 5.1. *Maintenance, Utilities, Taxes and Assessments.* Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all improvement, repair and maintenance of the Leased Property are the sole responsibility of the City, and the City will pay for or otherwise arrange for the payment of all utility services supplied to the Leased Property, which may include, without limitation: janitor service, security, power, gas, telephone, internet, television, light, heating, water, sewer and all other utility services; and the City shall pay for or otherwise arrange for the payment

of the cost of the repair and replacement of the Leased Property resulting from ordinary wear and tear or want of care on the part of the City or any assignee or sublessee thereof on the part of the City or any assignee.

In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Leased Property, as hereinbefore more specifically set forth. The City waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the City under the terms of this Lease.

The City will pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Corporation or the City affecting the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City is obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation notifies the City that, in its reasonable opinion, by nonpayment of any such items the interest of the Corporation in the Leased Property will be materially endangered or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the City will promptly pay such taxes, assessments or charges or provide the Corporation with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation.

SECTION 5.2. *Modification of Leased Property.* The City has the right, at its own expense, to make additions, modifications and improvements to the Leased Property or any portion thereof. All additions, modifications and improvements to the Leased Property will thereafter comprise part of the Leased Property and become subject to the provisions of this Lease. Such additions, modifications and improvements may not in any way damage the Leased Property, or cause the Leased Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Leased Property, upon completion of any additions, modifications and improvements made thereto under this Section, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements.

SECTION 5.3. *Public Liability Insurance.* The City shall maintain or cause to be maintained throughout the Term of this Lease a standard comprehensive general insurance policy or policies in protection of the City, the Corporation and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Leased Property. Such policy or policies shall provide coverage in such amount, and may be subject to such deductibles, as the City deems adequate and prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing

pooled insurance. The City will apply the proceeds of such liability insurance toward extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

SECTION 5.4. *Casualty Insurance.*

(a) Requirement to Maintain Casualty Insurance. The City will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, casualty insurance against loss or damage to the buildings and other improvements at any time situated on the Leased Property by fire and lightning, with extended coverage insurance, vandalism and malicious mischief insurance and sprinkler system leakage insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance.

Such insurance shall be in an amount at least equal to the aggregate unpaid principal components of the Lease Payments, and may be subject to such deductibles as the City deems adequate and prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance. The City will apply the Net Proceeds of such insurance as provided in Article VI.

(b) Self-Insurance. As an alternative to providing the insurance required by this Section, the City may provide a self-insurance method or plan of protection if and to the extent such self-insurance method or plan of protection (i) affords reasonable coverage for the risks required to be insured against, in light of all circumstances, giving consideration to cost, availability and similar plans or methods of protection adopted by public entities in the State of California other than the City, and (ii) has been approved in writing by the Assignee.

Before such other method or plan may be provided by the City, and annually thereafter so long as such method or plan is being provided to satisfy the requirements of this Lease, there shall be filed with the Corporation and the Assignee a certificate of an actuary, insurance consultant or other qualified person (who may be an employee of the City), stating that, in the opinion of the signer, the substitute method or plan of protection is in accordance with the requirements of this Section and, when effective, would afford reasonable coverage for the risks required to be insured against. There shall also be filed a certificate of the City setting forth the details of such substitute method or plan. In the event of loss covered by any such self-insurance method, the liability of the City hereunder shall be limited to the amounts in the self-insurance reserve fund or funds created under such method.

SECTION 5.5. *Rental Interruption Insurance.* The City will, at its own expense, procure and maintain, throughout the Term of this Lease, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Leased Property and the improvements situated thereon as a result of any of the hazards covered in the insurance required by Section 5.4, in an amount at least equal to the maximum Lease Payments coming due and payable during any future 24-month period.

Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance. Such rental interruption or use and occupancy insurance shall not be self-insured and the City acknowledges that this requirement may limit its ability to self-insure under Section 5.4. The City will apply the Net Proceeds of such insurance towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

SECTION 5.6. *Worker's Compensation Insurance.* If required by applicable California law, the City shall carry worker's compensation insurance covering all employees on, in, near or about the Leased Property and, upon request, shall furnish to the Corporation certificates evidencing such coverage throughout the Term of this Lease.

SECTION 5.7. *Recordation Hereof; Title Insurance.* On or before the Closing Date, the City shall, at its expense, (a) cause the Assignment Agreement, the Site Lease and this Lease, or a memorandum hereof or thereof, to be recorded in the Office of the Santa Clara County Recorder with respect to the Leased Property, and (b) obtain a CLTA title insurance policy insuring the Corporation's interests in the estate established hereunder in the Leased Property, subject only to Permitted Encumbrances, in an amount equal to the original principal components of the Lease Payments. The City will apply the Net Proceeds received under such title insurance policy to prepay the remaining Lease Payments under Section 9.3.

SECTION 5.8. *Form of Policies.* All insurance policies (or riders) required by this Article V shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States of America and qualified to do business in the State of California, and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten days before the cancellation or revision becomes effective.

Each insurance policy or rider required by Sections 5.3, 5.4 and 5.5 shall name the City and the Assignee as insured parties and the Assignee as loss payee and shall include a lender's loss payable endorsement for the benefit of the Assignee. Prior to the Closing Date, the City will deposit with the Assignee policies (and riders and endorsements, if applicable) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), the City will furnish to the Assignee evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V unless such insurance is no longer obtainable, in which event the City shall notify the Assignee of such fact.

SECTION 5.9. *Installation of City's Personal Property.* The City may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Leased Property. All such items shall remain the sole property of the City, in which the Corporation has no interest, and may be modified or removed by the City at any time. The City must repair and restore any and all damage to the Leased Property resulting from the installation, modification or removal of any such items.

Nothing in this Lease prevents the City from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest may attach to any part of the Leased Property.

SECTION 5.10. *Liens.* The City will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than as herein contemplated and except for such encumbrances as the City certifies in writing to the Corporation do not materially and adversely affect the leasehold estate in the Leased Property hereunder and for which the Assignee approves in writing.

Except as expressly provided in this Article V, the City will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The City will reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

SECTION 5.11. *Advances.* If the City fails to perform any of its obligations under this Article V, the Corporation may take such action as may be necessary to cure such failure, including the advancement of money, and the City shall be obligated to repay all such advances as additional rental hereunder, with interest at the rate set forth in Section 4.3(c).

ARTICLE VI

DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF PROCEEDS; ABATEMENT OF LEASE PAYMENTS

SECTION 6.1. *Deposit of Net Proceeds.* The Net Proceeds of any taking of the Leased Property or any portion thereof in eminent domain proceedings, and the Net Proceeds of any policy of insurance maintained under Section 5.4, shall be paid to the City or the Corporation to be applied as set forth in Section 6.2.

SECTION 6.2. *Application of Net Proceeds.* If the Leased Property is taken in eminent domain proceedings at any time during the Term of this Lease, or if the Leased Property is damaged due to an insured casualty which is covered by a policy of insurance or a program of self-insurance maintained under Section 5.4, the City shall as soon as practicable after such event, with the prior written consent of the Assignee, apply the Net Proceeds resulting therefrom either to:

- (a) repair the Leased Property to full use;
- (b) replace the Leased Property, at the City's sole cost and expense, with property of equal or greater value to the Leased Property immediately prior to the time of the such destruction or damage, such replacement Leased Property to be subject to the Assignee's

reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement;

- (c) substitute additional property as provided in Section 4.6; or
- (d) prepay the Lease Payments in accordance with Section 9.3.

The City will notify the Corporation and the Assignee of which course of action it has elected to take within a reasonable time not to exceed 30 days after the occurrence of such eminent domain proceedings or such destruction or damage. Such repair, replacement, substitution or prepayment shall commence not later than 60 days after the occurrence of such taking, destruction or damage and be pursued diligently to completion. The Corporation may (but is not required to) in its own name or in the City's name execute and deliver proofs of claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy, and the City hereby grants to the Corporation a power of attorney coupled with an interest to accomplish all or any of the foregoing.

SECTION 6.3. *Abatement Due to Damage or Destruction.* The Lease Payments are subject to abatement during any period in which by reason of damage or destruction (other than by eminent domain which is hereinbefore provided for) there is substantial interference with the use and occupancy by the City of the Leased Property or any portion thereof.

The Lease Payments are subject to abatement in an amount determined jointly by the City and the Assignee such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property not damaged or destroyed. Such abatement will continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction.

In the event of any such damage or destruction, this Lease will continue in full force and effect and the City waives any right to terminate this Lease by virtue of any such damage and destruction.

Notwithstanding the foregoing, the Lease Payments are not subject to abatement to the extent that rental interruption insurance proceeds are available to pay Lease Payments which would otherwise be abated under this Section 6.3, it being hereby declared that such amounts constitute special funds for the payment of the Lease Payments.

ARTICLE VII

OTHER COVENANTS OF THE CITY

SECTION 7.1. *Disclaimer of Warranties.* THE CORPORATION MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE

CITY OF THE LEASED PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PORTION THEREOF. THE CITY ACKNOWLEDGES THAT THE CORPORATION IS NOT A MANUFACTURER OF ANY PORTION OF THE LEASED PROPERTY OR A DEALER THEREIN, THAT THE CITY LEASES THE LEASED PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE CITY.

In no event is the Corporation liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease for the existence, furnishing, functioning or use of the Leased Property by the City.

SECTION 7.2. *Access to the Leased Property.* The City agrees that the Corporation, and the Corporation's successors or assigns, has the right at all reasonable times, following at least 48 hours' written notice provided to the City, to enter upon and to examine and inspect the Leased Property or any part thereof. The City further agrees that the Corporation, and the Corporation's successors or assigns, shall have such rights of access to the Leased Property or any component thereof, following at least 48 hours written notice provided to the City, as may be reasonably necessary to cause the proper maintenance of the Leased Property if the City fails to perform its obligations hereunder. Neither the Corporation nor any of its assigns has any obligation to cause such proper maintenance.

SECTION 7.3. *Release and Indemnification Covenants.* The City hereby agrees to indemnify the Corporation, the Assignee and their respective directors, officers, employees, agents, successors and assigns against all claims, losses and damages, including legal fees and expenses, arising out of

- (a) the use, maintenance, condition or management of, or from any work or thing done on the Leased Property by the City,
- (b) any breach or default on the part of the City in the performance of any of its obligations under this Lease,
- (c) any negligence or willful misconduct of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Property,
- (d) any intentional misconduct or negligence of any sublessee of the City with respect to the Leased Property,
- (e) the acquisition, construction, improvement and equipping of the Leased Property,
- (f) the use, presence, storage, disposal or clean-up of any Hazardous Substances or toxic wastes on the Leased Property,
- (g) the failure to comply with any Applicable Environmental Laws, or
- (h) any loss of the federal income tax exemption of the interest portion of Lease Payments and any interest or penalties imposed by the Internal Revenue

Service on the Assignee in connection therewith, any such amount with respect to past Lease Payments to be paid to the Assignee in a single lump sum payment upon demand of the Assignee, and any such amount with respect to future Lease Payments to be paid as an increase in the interest component of Lease Payments such that the after tax yield to the Assignee shall remain the same following the loss of the federal income tax exemption as it was before such loss of tax exemption.

No indemnification is made under this Section or elsewhere in this Lease for willful misconduct or gross negligence under this Lease by the Corporation, the Assignee, or their respective officers, agents, employees, successors or assigns.

SECTION 7.4. *Assignment by the Corporation.* The Corporation's rights under this Lease, including the right to receive and enforce payment of the Lease Payments to be made by the City hereunder, have been assigned to the Assignee under the Assignment Agreement. The City hereby consents to such assignment. Whenever in this Lease any reference is made to the Corporation and such reference concerns rights that the Corporation has assigned to the Assignee, such reference shall be deemed to refer to the Assignee.

The Corporation and the Assignee may make additional assignments of their interests herein in whole or in part to one or more assignees or subassignees, but no such assignment will be effective as against the City unless and until the Corporation or the Assignee has filed with the City written notice thereof; *provided*, that any such assignment, transfer or conveyance

- (a) shall be made only to investors each of whom the transferor Assignee reasonably believes is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act or an "*accredited investor*" as defined in Sections 501(a)(1), (2), (3) and (7) of Regulation D promulgated under the Securities Act and is purchasing this Lease (or any interest therein) for its own account with no present intention to resell or distribute this Lease (or interest therein), subject to each investor's right at any time to dispose of this Lease or any interest therein as it determines to be in its best interests,
- (b) shall not result in more than 35 owners of this Lease or the creation of any interest in this Lease in an aggregate principal component that is less than \$100,000 and
- (iii) shall not require the City to make Lease Payments, send notices or otherwise deal with respect to matters arising under this Lease with or to more than one trustee, owner, servicer or other fiduciary or agent.

The City shall pay all Lease Payments hereunder under the written direction of the Corporation or the assignee named in the most recent assignment or notice of assignment filed with the City. During the Term of this Lease, the City will keep a complete and accurate record of all such notices of assignment.

SECTION 7.5. *Assignment and Subleasing by the City.* This Lease may not be assigned by the City. With the prior written consent of the Assignee, the City may sublease the Leased Property, or any portion thereof, subject to all of the following conditions:

- (a) This Lease and the obligation of the City to make Lease Payments hereunder shall remain obligations of the City.
- (b) The City shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Corporation and the Assignee a true and complete copy of such sublease.
- (c) Any sublease shall be expressly subject and subordinate to this Lease.
- (d) No such sublease by the City may cause the Leased Property to be used for a purpose other than as may be authorized under the provisions of the laws of the State of California.
- (e) The City shall furnish the Corporation and the Assignee with a written opinion of Bond Counsel stating that such sublease does not cause the interest components of the Lease Payments to become includable in gross income for purposes of federal income taxation or to become subject to personal income taxation by the State of California.

SECTION 7.6. *Amendment Hereof.* The Corporation and the City may at any time amend or modify any of the provisions of this Lease, but only with the prior written consent of the Assignee. Prior to the effective date of any such amendment, and as a condition precedent to the effectiveness thereof, the City at its expense shall obtain an opinion of Bond Counsel stating that such amendment will not adversely affect the exclusion from gross income of the interest component of the Lease Payments.

SECTION 7.7. *Tax Covenants.*

(a) Generally. The City will not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Lease Payments to become includable in gross income for federal income tax purposes.

(b) Private Activity Bond Limitation. The City will ensure that the proceeds of the Lease Payments are not so used as to cause the City's obligations hereunder to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(c) Federal Guarantee Prohibition. The City will not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Lease Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(d) No Arbitrage. The City will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Lease Payments which, if such action had been

reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Lease Payments to be “arbitrage bonds” within the meaning of Section 148(a) of the Tax Code.

(e) Arbitrage Rebate. The City will take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Lease Payments.

(f) Record Retention. The City will retain its records of all accounting and monitoring it carries out with respect to this Lease for at least three years after this Lease matures or all Lease Payments are prepaid (whichever is earlier); however, if the Lease Payments are prepaid, the City will retain its records of accounting and monitoring at least three years after the earlier of the maturity or prepayment of the obligations that prepaid the Lease Payments.

(g) Compliance with Tax Certificate. The City will comply with the provisions of the Tax Certificate and the Use of Proceeds Certificate which are part of the transcript of the proceedings with respect to this Lease, which are incorporated herein as if fully set forth herein.

The covenants of this Section shall survive payment in full or defeasance of the Lease Payments.

SECTION 7.8 *Environmental Covenants.*

(a) Compliance with Laws; No Hazardous Substances. The City will comply with all Applicable Environmental Laws with respect to the Leased Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Leased Property.

(b) Notification of Assignee. The City will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Leased Property and any operations conducted thereon or any conditions existing thereon to the Assignee, and the City will notify the Assignee in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substances that has occurred or is occurring that in any way affects or threatens to affect the Leased Property, or the people, structures, or other property thereon, provided that no such notifications shall create any liability or obligation on the part of the Assignee.

(c) Access for Inspection. The City shall permit the Assignee, its agents, or any experts designated by the Assignee to have full access to the Leased Property during reasonable business hours for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Assignee has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

SECTION 7.9 *Financial Statements; Budgets*. Within nine months following the end of each Fiscal Year of the City during the Term of this Lease, the City shall provide

the Assignee with a copy of its audited financial statements for such Fiscal Year. Such audited financial statements shall include a balance sheet, a statement of revenues, expenses and changes in fund balances for budget and actual, a statement of cash flows, notes, schedules and any attachments to the financial statements and such other financial information as the Assignee may reasonably request. At the request of the Assignee, the City will provide the Assignee with a copy of its annual budget for any Fiscal Year and any interim updates or modifications to such budget.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.1. *Events of Default Defined.* Any one or more of the following events constitutes an Event of Default hereunder:

- (a) Failure by the City to pay any Lease Payment, Additional Payment or other payment required to be paid hereunder at the time specified herein.
- (b) Failure by the City to maintain insurance in form and substance as required by Article V, provided that the City shall be permitted a grace period of five days before such failure constitutes an Event of Default.
- (c) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in the preceding clauses (a) and (b) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Corporation or the Assignee. However, if in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such 30-day period, the Corporation and the Assignee shall not unreasonably withhold their consent to an extension of such time (for a period not to exceed 60 days) if corrective action is instituted by the City within such 30-day period and diligently pursued until the default is corrected.
- (d) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.
- (e) Any representation, warranty or certification made by the City hereunder or in connection herewith was incorrect or misleading when made.

SECTION 8.2. *Remedies on Default.* Whenever any Event of Default has happened and is continuing, the Corporation may exercise any and all remedies available under law or granted under this Lease; *provided, however,* that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable.

Each and every covenant hereof to be kept and performed by the City is expressly made a condition and upon the breach thereof the Corporation may exercise any and all rights granted hereunder; provided, that no termination of this Lease shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided.

Upon the occurrence and during the continuance of any Event of Default, the Corporation may exercise any one or more of the following remedies:

- (a) Enforcement of Payments Without Termination. If the Corporation does not elect to terminate this Lease in the manner hereinafter provided for in subparagraph (b) hereof, the City agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained, and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Leased Property, or, if the Corporation is unable to re-lease the Leased Property, then for the full amount of all Lease Payments to the end of the Term of this Lease, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Corporation or any suit in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Leased Property or the exercise of any other remedy by the Corporation. The City hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the City to enter upon and re-lease the Leased Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Leased Property, to place such property in storage or other suitable place located as close as possible to the City in the City for the account of and at the expense of the City, and the City hereby exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Leased Property and the removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained.

The City agrees that the terms of this Lease constitute full and sufficient notice of the right of the Corporation to re-lease the Leased Property in the event of such re-entry without effecting a surrender of this Lease, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of this Lease irrespective of the term for which such re-leasing is

made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Lease shall vest in the Corporation to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof.

The City agrees to surrender and quit possession of the Leased Property upon demand of the Corporation for the purpose of enabling the Leased Property to be re-let under this paragraph (a), and the City further waives the right to any rental obtained by the Corporation in excess of the Lease Payments and hereby conveys and releases such excess to the Corporation as compensation to the Corporation for its services in re-leasing the Leased Property.

- (b) Termination of Lease. If an Event of Default occurs and is continuing hereunder, the Corporation at its option may terminate this Lease and re-lease all or any portion of the Leased Property. If the Corporation terminates this Lease at its option and in the manner hereinafter provided due to a default by the City (and notwithstanding any re-entry upon the Leased Property by the Corporation in any manner whatsoever or the re-leasing of the Leased Property), the City nevertheless agrees to pay to the Corporation all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments and Additional Payments. Any surplus received by the Corporation from such re-leasing shall be applied by the Corporation to Lease Payments due under this Lease.

Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Corporation shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the City shall be or become effective by operation of law, or otherwise, unless and until the Corporation has given written notice to the City of the election on the part of the Corporation to terminate this Lease. The City covenants and agrees that no surrender of the Leased Property, or of the remainder of the Term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

- (c) Proceedings at Law or In Equity. If an Event of Default occurs and continues hereunder, the Corporation may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.
- (d) Remedies under the Site Lease. If an Event of Default occurs and continues hereunder, the Corporation may exercise its rights under the Site Lease.

SECTION 8.3. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article VIII it shall not be necessary to give any notice, other than such notice as may be required in this Article VIII or by law.

SECTION 8.4. *Agreement to Pay Attorneys' Fees and Expenses.* If either party to this Lease defaults under any of the provisions hereof and the nondefaulting party or the Assignee should employ attorneys (including in-house legal counsel) or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting or the Assignee, as applicable, party the reasonable fees of such attorneys (including allocable costs and expenses of in-house legal counsel, if any) and such other expenses so incurred by the nondefaulting party or the Assignee, as applicable.

SECTION 8.5. *No Additional Waiver Implied by One Waiver.* If any agreement contained in this Lease is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

SECTION 8.6. *Assignee to Exercise Rights.* Such rights and remedies as are given to the Corporation under this Article VIII have been assigned by the Corporation to the Assignee, to which assignment the City hereby consents. Such rights and remedies shall be exercised solely by the Assignee.

ARTICLE IX

PREPAYMENT OF LEASE PAYMENTS

SECTION 9.1. *Security Deposit.*

(a) Notwithstanding any other provision of this Lease, the City may on any date secure the payment of the Lease Payments in whole or in part by depositing with a fiduciary acceptable to the Assignee, in trust, an amount of cash which is either

- (i) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Appendix B, or
- (ii) with the prior written consent of the Assignee, invested in whole in non-callable Federal Securities maturing not later than the dates such funds will be required to make Lease Payments, in an amount which is sufficient, in the opinion of an independent certified public accountant acceptable to the Assignee, together with interest to accrue thereon and together with any

cash which is so deposited, without reinvestment, to pay such Lease Payments when due under Section 4.3(a) or when due on any optional prepayment date under Section 9.2(a), as the City instructs at the time of said deposit; *provided, however*, that at or prior to the date on which any such security deposit is established, the City shall deliver to the Assignee an opinion of Bond Counsel (in form and substance acceptable to the Assignee) to the effect that any such security deposit will not adversely affect the excludability of the interest component of Lease Payments from gross income of the owners thereof for federal income tax purposes.

- (b) In the event of a security deposit under this Section with respect to all unpaid Lease Payments,
 - (i) the Term of this Lease shall continue,
 - (ii) all obligations of the City under this Lease, and all security provided by this Lease for said obligations, shall thereupon cease and terminate, excepting only the obligation of the City to make, or cause to be made all of the Lease Payments from such security deposit and the obligation of the City to cure any deficiency in the security deposit, and
 - (iii) under Section 4.5, title to the Leased Property will vest in the City on the date of said deposit automatically and without further action by the City or the Corporation.

The City hereby grants a first priority security interest in and the lien on said security deposit and all proceeds thereof in favor of the Corporation and the Assignee. Said security deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease.

SECTION 9.2 *Optional Prepayment.*

(a) Prepayment in Whole. The City may prepay the unpaid principal components of the Lease Payments, in whole, on any Lease Payment Date, by paying a prepayment price equal to the principal components of the Lease Payments to be prepaid, plus accrued interest on such prepaid principal components to the prepayment date, plus the prepayment premium set forth below:

<u>Prepayment Date</u>	<u>Prepayment Premium</u>
June 30, 2021 through December 30, 2025	2.00%
June 30, 2026 through December 30, 2030 –	1.00%
June 30, 2031 and thereafter	0.00%

The City shall give the Corporation and the Assignee written notice of its intention to exercise its option to prepay the Lease Payments under this Section 9.2(a) not less than 30 days in advance of the date of exercise.

(b) Prepayment in Part. The City may exercise its option to prepay the principal components of the Lease Payments, in part, on any Lease Payment Date, from any source including any Net Proceeds to be used for such purpose under Section 6.2, by paying a prepayment price equal to the principal components of the Lease Payments to be prepaid, plus accrued interest on such prepaid principal components to the prepayment date, without premium, with such prepayment to be applied in inverse order of the outstanding principal components of the Lease Payments unless otherwise agreed to by the Lender. The City may exercise its right of partial prepayment no more than once during any consecutive 12-month period, and any such partial prepayment shall not be in an amount of more than \$500,000.

The City shall give the Corporation and the Assignee (unless otherwise waived by the Assignee) written notice of its intention to exercise its option to prepay the Lease Payments under this Section 9.2(b) not less than 30 days in advance of the date of exercise.

ARTICLE X

MISCELLANEOUS

SECTION 10.1. *Notices.* Any notice, request, complaint, demand or other communication under this Lease shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below.

Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Corporation, the City and the Assignee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the City:	City of Los Altos 1 North San Antonio Road Los Altos, CA 94022 Attention: Administrative Services Director Email: _____
If to the Corporation:	Public Property Financing Corporation of California 2945 Townsgate Road, Suite 200 Westlake Village, CA 91361 Attention: Chief Executive Officer Email: bmorton@munifinance.com
If to the Assignee:	Sterling National Bank 500 Seventh Avenue, 3rd Floor New York, NY 10018 Attention: Public Sector Finance Email: [coyomba@snb.com]

SECTION 10.2. *Binding Effect.* This Lease inures to the benefit of and is binding upon the Corporation, the City and their respective successors and assigns.

SECTION 10.3. *Severability.* If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

SECTION 10.4. *Net-net-net Lease.* This Lease is a “net-net-net lease” and the City hereby agrees that the Lease Payments are an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 10.5. *Further Assurances and Corrective Instruments.* The Corporation and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or

incorrect description of the Leased Property hereby leased or intended so to be or for carrying out the expressed intention of this Lease.

SECTION 10.6. *Execution in Counterparts.* This Lease may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

SECTION 10.7. *Applicable Law.* This Lease is governed by and construed in accordance with the laws of the State of California.

SECTION 10.8. *Captions.* The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Lease.

SECTION 10.9. *Third Party Beneficiary.* The Assignee is made a party beneficiary hereunder with all rights of a third party beneficiary.

IN WITNESS WHEREOF, the Corporation and the City have caused this Lease to be executed in their respective names by their duly authorized officers, all as of the date first above written.

**PUBLIC PROPERTY FINANCING
CORPORATION OF CALIFORNIA,**
as Lessor

By _____
Stefan A. Morton, Treasurer

CITY OF LOS ALTOS, as Lessee

By _____
[NAME]
[TITLE]

Attest:

By: _____
Andrea M. Chelemengos, MMC
City Clerk

FORM OF NOTARY ACKNOWLEDGMENT

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of the following described land located in County of Santa Clara, State of California, together with all buildings, facilities and other improvements constituting real property that are located thereon, and together with the right of ingress and egress:

(End of Legal Description)

APPENDIX B

SCHEDULE OF LEASE PAYMENTS

<u>Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Payment</u>
June 30, 2021	\$502,501.00	\$119,588.89	\$622,089.89
Dec. 30, 2021	-	108,746.36	108,746.36
June 30, 2022	404,597.00	108,746.36	513,343.36
Dec. 30, 2022	-	104,113.73	104,113.73
June 30, 2023	413,862.00	104,113.73	517,975.73
Dec. 30, 2023	-	99,375.01	99,375.01
June 30, 2024	423,340.00	99,375.01	522,715.01
Dec. 30, 2024	-	94,527.77	94,527.77
June 30, 2025	433,034.00	94,527.77	527,561.77
Dec. 30, 2025	-	89,569.53	89,569.53
June 30, 2026	442,951.00	89,569.53	532,520.53
Dec. 30, 2026	-	84,497.74	84,497.74
June 30, 2027	453,094.00	84,497.74	537,591.74
Dec. 30, 2027	-	79,309.81	79,309.81
June 30, 2028	463,470.00	79,309.81	542,779.81
Dec. 30, 2028	-	74,003.08	74,003.08
June 30, 2029	474,083.00	74,003.08	548,086.08
Dec. 30, 2029	-	68,574.83	68,574.83
June 30, 2030	484,940.00	68,574.83	553,514.83
Dec. 30, 2030	-	63,022.27	63,022.27
June 30, 2031	496,045.00	63,022.27	559,067.27
Dec. 30, 2031	-	57,342.55	57,342.55
June 30, 2032	507,404.00	57,342.55	564,746.55
Dec. 30, 2032	-	51,532.77	51,532.77
June 30, 2033	519,024.00	51,532.77	570,556.77
Dec. 30, 2033	-	45,589.95	45,589.95
June 30, 2034	530,910.00	45,589.95	576,499.95
Dec. 30, 2034	-	39,511.03	39,511.03
June 30, 2035	543,068.00	39,511.03	582,579.03
Dec. 30, 2035	-	33,292.90	33,292.90
June 30, 2036	555,504.00	33,292.90	588,796.90
Dec. 30, 2036	-	26,932.38	26,932.38
June 30, 2037	568,225.00	26,932.38	595,157.38
Dec. 30, 2037	-	20,426.20	20,426.20
June 30, 2038	581,237.00	20,426.20	601,663.20
Dec. 30, 2038	-	13,771.04	13,771.04
June 30, 2039	594,548.00	13,771.04	608,319.04
Dec. 30, 2039	-	6,963.47	6,963.47
June 30, 2040	608,163.00	6,963.47	615,126.47
	<u>\$10,000,000.00</u>	<u>\$2,441,793.73</u>	<u>\$12,441,793.73</u>



CONSENT CALENDAR

Agenda Item # 8

AGENDA REPORT SUMMARY

Meeting Date: December 15, 2020

Subject: 2021 City Council Assignments

Prepared by: Andrea Chelemengos, City Clerk

Approved by: Jon Maginot, Acting City Manager

Attachment(s):

1. Council assignments descriptions

Initiated by:

City Council

Previous Council Consideration:

None

Fiscal Impact:

None

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- Does the Council wish to accept the Mayor's appointments for 2021?

Summary:

- The Mayor annually appoints Councilmembers to serve on regional boards and Council Committees

Staff Recommendation:

Accept the Mayor's appointments to local and regional boards and Council Committees for 2021



Subject: 2021 City Council assignments

Purpose

To accept the list of appointments to Council Committees and regional boards.

Background

Per the City's Council Norms and Procedures, the Mayor appoints Councilmembers to serve on various Council Committees and regional boards. These appointments are done at the beginning of each year with the exception of certain, multi-year appointments. The appointments are subject to affirmation by the full Council.

Discussion/Analysis

For calendar year 2020, Mayor Fligor has made the following assignments:

Mayor Fligor

- CUSD/City Subcommittee
- LASD/City Subcommittee
- CHAC
- Association of Bay Area Governments (ABAG)
- Santa Clara County Cities Association Board
- Santa Clara County Cities Association Selection Committee
- Santa Clara County Cities Association Legislative Committee
- North County Library Authority
- Silicon Valley Clean Energy
- Senior Commission
- Library Commission

Vice Mayor Enander

- Council Legislative Subcommittee
- Open Government
- Joint Community Volunteer Awards Committee
- Alternate - Santa Clara County Cities Association
- Alternate – Santa Clara County Cities Association Selection Committee
- Alternate – Santa Clara County Cities Association Legislative Action Committee
- Airport Roundtable
- Financial Commission
- Public Arts Commission



Subject: 2021 City Council assignments

Council Member Sally Meadows

Youth Commission Interview
North County Library Authority
Housing and Community Development Advisory Committee
Grand Blvd Task Force
LASD/City Subcommittee
Environmental Commission
Historical Commission
Parks and Rec Commission
Alternate – Silicon Valley Clean Energy

Council Member Lynette Lee Eng

Youth Commission Interview
Santa Clara County Library District JPA
VTA State Route 85 Corridor
Santa Clara County Water Commission
Planning Commission
Design Review Commission

Council Member Jonathan Weinberg

Council Legislative Subcommittee
Open Government
VTA Policy Advisory Committee
Silicon Valley Regional Interoperability Authority (SVRIA)
Santa Clara County Expressway Policy Advisory Board
CUSD/City Subcommittee
Complete Streets Commission
Youth Commission



Subject: 2021 City Council assignments

Options

- 1) Accept the Mayor's appointments to local and regional boards and Council Committees for 2021

Advantages: Confirms those appointments which have been made thus far, allowing those individuals to begin or continue their service on those bodies

Disadvantages: None identified

- 2) Modify or continue the acceptance of the Mayor's appointments

Advantages: None identified

Disadvantages: None identified

Recommendation

The staff recommends Option 1.

Committee	Description	Meeting Schedule
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City/LASD Schools Issues Standing	Facilitates communication between the Council and the School Board on issues of mutual concern Achelemengos@losaltosca.gov	Quarterly
City/CUSD Schools Issues Standing	Facilitates communication between the Council and the School Board on issues of mutual concern Achelemengos@losaltosca.gov	Quarterly
Open Government Committee	Advise City Council and provide information to City Manager on potential ways in which to implement the Open Government Policy and report to City Council on any practical or policy problems encountered in administration of Open Government Policy Achelemengos@losaltosca.gov	As needed
Youth Commission Interview Committee	Conducts interviews of applicants for the Youth Commission and makes recommendations to the Council regarding the appointments Achelemengos@losaltosca.gov	As needed
CHAC	CHAC exists to provide alternatives to self-destructive behavior and to help create healthy lives for the children and families of Mountain View, Los Altos, Los Altos Hills, and surrounding communities 650-965-2020	Monthly
Los Altos/Los Altos Hills Joint Community Volunteer Awards Committee	Selects community members to be recognized for their volunteer service and organizes a luncheon in their honor each December Achelemengos@losaltosca.gov	As needed during second half of year
Association of Bay Area Governments	Determines policy matters for the Association, including adoption of the annual general budget and summary work program; reviews major policy actions and recommendations of the Executive Board; establishes the annual membership fee for all members of the Association upon adoption of the annual budget; reviews and adopts amendments to the Bylaws of the Association; any official representative may, at any meeting, propose a subject of consideration by the Association; the General Assembly may take action upon such proposals, determine whether a study will be made, or refer the matter to the Executive Board Fred Castro fredc@abag.ca.gov	Biannually, (Spring and Fall)
Santa Clara County Cities Association – Board	1) reviews, studies, and develops consensus positions, and recommends on issues of interest to Santa Clara County cities; 2) develops a	Typically 2 nd Thursday of

Committee	Description	Meeting Schedule
Santa Clara County Cities Association – Board (continued)	<p>common agenda for Santa Clara County cities; 3) serves as a source of education, information and networking for officials from all cities in Santa Clara County; 4) provides a forum for non-City individuals, organizations, and the private sector to address items of interest to Santa Clara County cities; 5) monitors legislative activities at the state and federal level through its Legislative Action Committee; and 6) serves as the City Selection Committee pursuant to Government Code Section 50270 et seq., making appointments to regional and local bodies as provided by law.</p> <p>Andi Jordan executive_director@citiesassociation.org</p>	each month, 7:00 p.m.
Santa Clara County Cities Association – Selection Committee	See above	As needed
County Library JPA	<p>Responsible for the development, administration and operation of an integrated public library system</p> <p>Cynthia Rios Garcia criosgarcia@sccl.org</p>	As needed, at least four times each year
North County Library Authority	<p>Plan, support, acquire, maintain and operate programs and facilities for the extension of public library services for the benefit of the inhabitants within the collective boundaries of the Member Entities</p> <p>Achelemengos@losaltosca.gov</p>	January and May of each year and as needed
Valley Transportation Authority - Policy Advisory Committee	<p>Advise the Board of Directors on: Policy issues referred to the Committee by either the Board or the General Manager; and the County-wide transportation plan (Valley Transportation Plan), the Short-Range Transit Plan (SRTP), development of the annual or biennial budget, and tariff and service modifications. May also advise the Board of Directors with respect to any policy matter the members determine to be relevant to their Member Agency or to VTA.</p> <p>board.secretary@vta.org</p>	2 nd Thursday of each month, 4:00 p.m.
Valley Transportation Authority - State Route 85 Corridor Policy Advisory Board	<p>Ensure the stakeholder cities in the SR 85 corridor are involved in the development of existing and potential transportation capital projects along the corridor and have the opportunity to provide input and recommendations to the VTA Board of Directors</p> <p>board.secretary@vta.org</p>	At least quarterly

Committee	Description	Meeting Schedule
Santa Clara Valley Water Commission	Assist the Board with policies and issues pertaining to water supply and water quality as well as in the annual review of groundwater production charges Glenna Brambill gbrambill@valleywater.org	Quarterly
County Housing & Community Development Advisory Committee (HCDAC)	Serves as the policy recommending body to the Housing and Community Development Council Committee	5 times per year
Silicon Valley Regional Interoperability Authority <i>*Represented by delegate from Mountain View</i>	Identify, coordinate and implement communications interoperability solutions to its member agencies William McCammon bmccammon@svria.org	At least twice per year, Wednesdays at 6:30 p.m.
Grand Boulevard Initiative Task Force	Improve the performance, safety and aesthetics of El Camino Real. The Task Force is comprised of policy makers from the public and private sector. Kristen Johnson-Oyoo johnsonk@samtrans.com	4 th Wednesday of March, June, September and 3 rd Wednesday of November at 10:00 a.m.
Silicon Valley Clean Energy Authority Board	Makes policy decisions related to providing a Community Choice Energy program through the joint powers authority Tom Habashi info@svcleanenergy.org	2 nd Wednesday of each month at 7:00 p.m.
Santa Clara / Santa Cruz Counties Airport / Community Roundtable	Bring together the region to foster collaboration and resolution regarding aircraft noise	To be determined

Committee

Description

Meeting
Schedule

Committee	Description	Meeting Schedule
Commission	Meeting schedule	
Complete Streets	4 th Wednesday of each month	
Design Review	1 st and 3 rd Wednesday of each month	
Environmental	2 nd Monday of each month	
Financial	3 rd Monday of each month	
Historical	4 th Monday of each month	
Library	2 nd Thursday of each month	
Parks and Recreation	2 nd Wednesday of each month	
Planning	1 st and 3 rd Thursdays of each month	
Public Arts	4 th Thursday of each month	
Senior	1 st Monday of each month	
Youth	1 st Monday of each month	



City of Los Altos Status of Response to COVID-19 Emergency

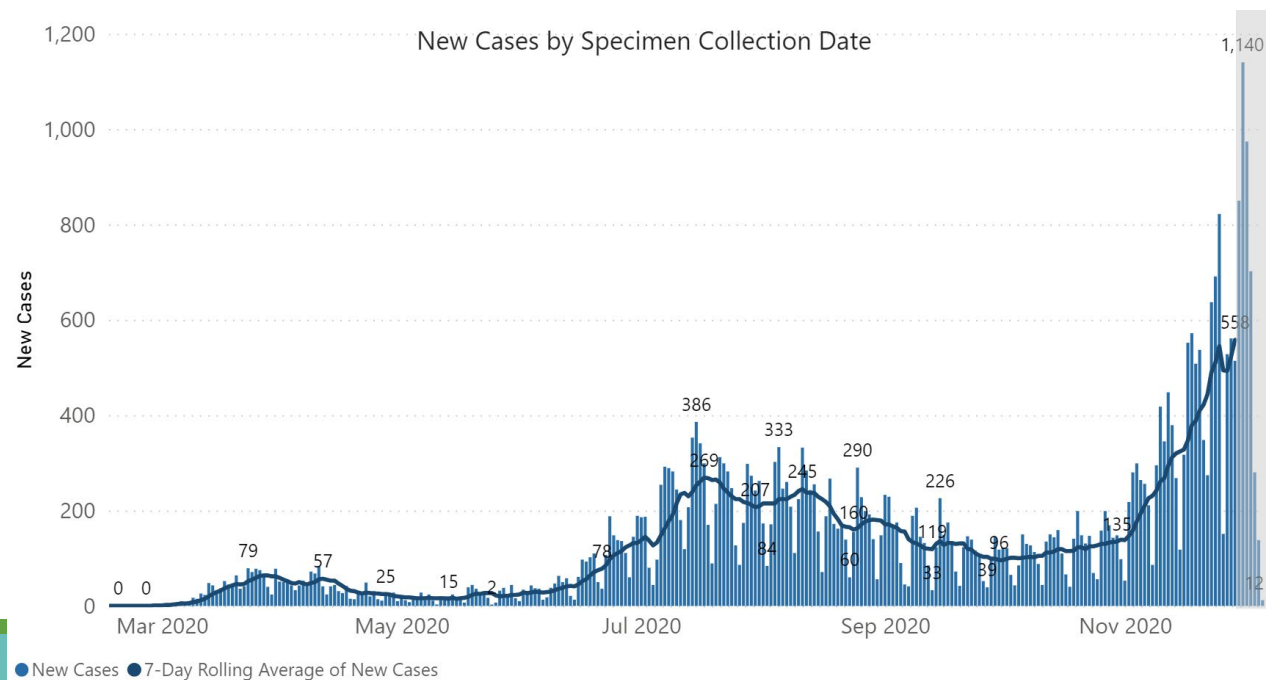
DECEMBER 15, 2020

County, Governor and Local Orders

- March 12: City Manager issues Emergency Proclamation, ratified by the City Council March 17
- March 16: Santa Clara County Public Health Officer issues Shelter-in-Place Order; extended and modified several times since
- July 2: Santa Clara County Health Officer issues Risk Reduction Order
- August 11: Santa Clara County issues order making violations of any Health Order subject to administrative fines
- August 28: Governor releases “Blueprint for a Safer Economy”

County Case History

- *April 7:*
 - *41 new cases*
 - *52 deaths*
- *May 7:*
 - *16 new cases*
 - *131 deaths*
- *July 7:*
 - *292 new cases*
 - *182 deaths*
- *November 7:*
 - *211 new cases*
 - *444 deaths*
- *November 25:*
 - *822 new cases*
 - *486 deaths*
- *December 1:*
 - *1,140 new cases*
 - *506 deaths*



County, Governor and Local Orders

- November 16: State moves County back into “Purple Tier” – most restrictive
- November 28: Santa Clara County Public Health Officer issues order restricting certain activities, certain outdoor gatherings and travel (including 14-day quarantine)
- December 3: Governor announces that regions of State that meet certain criteria will be placed in mandatory Stay Home conditions
- December 4: Santa Clara County issues order implementing State Stay Home order not waiting for State

Regional Stay Home Order

- All gatherings with members of other households prohibited
- All individuals are to stay home, except to perform activities as permitted by Order
- Retail allowed at 20% capacity; no personal services, salons, etc.; no indoor or outdoor dining; take-out, curbside, delivery allowed
- Remains in place for at least three weeks – four-week projections of ICU beds must be equal to or greater than 15% to lift order
- All restrictions from County Health Order (including 14-day quarantine) remain in effect

City of Los Altos Emergency Response Status

- All Facilities remain closed to the public
- Playgrounds and restrooms are open, but gatherings are prohibited
- Construction projects and landscape maintenance are allowed
- Police and Maintenance services continue to operate as normal
- Building inspections continue with increased vigilance toward protecting staff and community
- Staff that do not need to be in the office do not come in
- Staff continues to monitor what services can continue to be safely provided to the public

County emphasis: Enforcement

- County severely understaffed for enforcement
- Requested additional help from Cities
- Code Enforcement and Police will issue administrative citations for violations

- To report concerns regarding potential violations, visit www.scccovidconcerns.org

Upcoming Testing Opportunities

December 17: Los Altos Youth Center

December 22: Assistance League (169 State Street)

7 days/week: County Fairgrounds (344 Tully Road, San Jose)

Everyone has the right to be tested, regardless of if you are experiencing symptoms or not

Questions





**1 North San Antonio Road
Los Altos, California 94022-3087**

M E M O R A N D U M

DATE: December 10, 2020

TO: Honorable Mayor and Members of the City Council

FROM: Los Altos Community Development Department, Economic Development Division

SUBJECT: RESTAURANT ASSISTANCE MEMO

City of Los Altos staff connected with the Chamber of Commerce, Los Altos Village Association, and restaurants owners to identify programs and policies that could assist while they are limited under the latest Public Health Order to take-out or delivery only.

As of December 10, 2020, the City of Los Altos, along with the assistance of the Chamber of Commerce and Los Altos Village Association, has implemented the following initiatives for restaurants already:

- Established WhatsOpenLosAltos.org for restaurants to advertise their menu, hours of operation, contact information, order methods, and their own GoFundMe campaigns
- Supported Chamber of Commerce's Gifted Gift Card program for restaurants to set up a way for individuals to buy gift cards for their favorite restaurants
- Provided \$5,000 grants to 14 restaurants for a total of \$70,000 through the Los Altos Small Business Relief Fund
- Implemented the Open Streets Los Altos program allowing outdoor dining in the public right-of-way through summer months
- Created the COVID-19 Parklet Program allowing restaurants to build parklets in adjacent parking spaces for outdoor dining with no fees attached
- Released weatherization guidelines for restaurants to adjust their parklets for the winter months with no fees attached
- Developed Trim-A-Tree program giving free holiday trees to interested restaurants that will encourage residents to visit our business districts and support them
- Installed banners encouraging residents to "Shop, Dine, Be Local @LosAltos" across Main Street, at El Camino Real & San Antonio, and Grant & Fremont
- Radio advertisement encouraging visitors to take dining to-go through holiday season
- Continually update restaurants through direct contact and email updates



**1 North San Antonio Road
Los Altos, California 94022-3087**

M E M O R A N D U M

After discussions about ways to assist restaurants moving forward, here are some policies and programs that could assist restaurants moving forward:

- Temporary cap on commissions and fees charged by third-party food delivery services (Santa Clara County aiming to approve at December 15 meeting)
- Implement City Commercial Eviction Moratorium (Santa Clara County has extended their eviction moratorium through March 31, 2021)
- Grant more money through a second wave of the Los Altos Small Business Relief Fund (Santa Clara County allocated \$100 million for loan program & State of California recently allocated \$500 million for an assistance program)
- Create a campaign encouraging shoppers to “Shop & Takeout” through the holiday season when visiting our business districts
- Encourage collaborative relationships between retailers and restaurants
- Create a community-wide “Shop Local” Pledge program marketed to residents and visitors
- Assist restaurants and personal service businesses with setting up staff holiday GoFundMe for their employees
- Establish the inaugural Los Altos Restaurant Week
 - Take out deals for one week
 - Cross-collaborations across different restaurants
- Allocate additional funds for marketing efforts advertising our business support efforts across social media, radio, television, or newspaper



City of Los Altos Tentative Council Agenda Calendar
 As of December 15, 2020

All items and dates are tentative and subject to change unless a specific date has been noticed for a legally required Public Hearing. Items may be added or removed from the shown date at any time and for any reason prior to the publication of the agenda eight days prior to the next Council meeting.

Date	A	R	Agenda Item (Date identified by Council)	Agenda Section (Consent, Discussion/Action - note in red if Public Hearing)	Department
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<h2>2021 Regular Meetings</h2>					
January 12, 2021			REGULAR COUNCIL MEETING		
			<ul style="list-style-type: none"> LAMEA Contract (?) 		
			<ul style="list-style-type: none"> POA? 		
			<ul style="list-style-type: none"> <u>Donation from Rotary Club of Los Altos</u>: Accept the in-kind donation of a new electrical service in Lincoln Park and thank the Rotary Club of Los Altos for the donation (D. Brees) 		
			<ul style="list-style-type: none"> Approve the Final Map for Tract Map #____, 831 Arroyo Road 	CC	
			<ul style="list-style-type: none"> Approve the Final Map for Tract Map #____, 450 1st St. Final Map 	CC	
			<ul style="list-style-type: none"> Approve the Final Map for Tract Map #____, 389 1st St. Final Map 	CC	
			Cut the Commute Resolution		
January 26, 2021			REGULAR COUNCIL MEETING		
			461 Orange Ave (CUP for school)	Public Hearing	
			Exception request to the City's Story Pole policy for a proposed multi-family residential project at 4350 El Camino Real.		
			Proposed City policy that modifies the environmental analysis standard for circulation impacts from a Level of Service (LOS) analysis to a Vehicle Miles Traveled (VMT) analysis.		

		Community Center Construction Monthly Update		
February 9, 2021		REGULAR COUNCIL MEETING		
		Hillview Off Leash Pilot Program Ord.		
February 23, 2021		REGULAR COUNCIL MEETING		
		Mid Year report		
		Community Center Construction Monthly Update		
March 9, 2021		REGULAR COUNCIL MEETING		
March 23, 2021		REGULAR COUNCIL MEETING		
		Community Center Construction Monthly Update		
April 13, 2021		REGULAR COUNCIL MEETING		
April 27, 2021		REGULAR COUNCIL MEETING		
		Community Center Construction Monthly Update		
May 11, 2021		REGULAR COUNCIL MEETING		
		3rd Quarter Report		
May 25, 2021		REGULAR COUNCIL MEETING		
		Community Center Construction Monthly Update		
June 8, 2021		REGULAR COUNCIL MEETING		
		Adopt Resolution No. 2021-XX approving the Report of Sewer Service Charges and directing the Filing of Charges for Collection by the Tax Collector	Public Hearing 5/12/2021 & 5/19/2021- not less than 10 days - published once a week for two consecutive weeks	
June 22, 2021		REGULAR COUNCIL MEETING		
July 13, 2021		REGULAR COUNCIL MEETING		
July 27, 2021		REGULAR COUNCIL MEETING		
August 10, 2021		REGULAR COUNCIL MEETING		
August 24, 2021		REGULAR COUNCIL MEETING		
September 14, 2021		REGULAR COUNCIL MEETING		
September 28, 2021		REGULAR COUNCIL MEETING		
		Year End tentative report – September (if needed)		
October 12, 2021		REGULAR COUNCIL MEETING		
October 26, 2021		REGULAR COUNCIL MEETING		
November 9, 2021		REGULAR COUNCIL MEETING		

			1st Quarter report FY 2021/2022		
November 23, 2021			REGULAR COUNCIL MEETING		
December 14, 2021			REGULAR COUNCIL MEETING		
			CAFR and Year End – 1st meeting December		
December 28, 2021			REGULAR COUNCIL MEETING		

Future Agenda Topics

To be scheduled	Agenda Item (Date identified by Council)	Agenda Section (Consent, Discussion/Action - note in red if Public Hearing)	Department
	5150 El Camino Road - Modification	Public Hearing ?	
	831 Arroyo Road final map (Tentative)	Consent item	
	See Me Flags		Engineering
	Pavement Management Program Update – 2019 Pavement Condition Index - The staff recommends Scenario 5 – Increase Current PCI to 75 by 2026	Discussion Item	James Sandoval, Engineering Services Director
	440 First Street Design Review		Community Development
	4350 El Camino Real Design Review		Community Development
	Climate Action Plan update		Community Development
	Healthy Cities Initiative		Recreation & Community Services
	Housing Impact vs. Housing in-Lieu Discussion		Community Development
	BAT/Neighborhood Watch program expansion		PD/CMO
	Complete Streets Master Plan		Engineering Services
	Community Engagement program		CMO
	Comprehensive multi-modal traffic study (analysis of recent projects projected parking, trip generation, & traffic impacts to actuals; ECR impacts should include adjacent streets)		Engr. Svcs/Planning
	Off-street EV charging stations in front of homes – include in Reach Codes; refer to Environmental Commission?		Planning
	Schedule City/LASD meeting		
	Reschedule City/CUSD meeting (April/May)		
	Schedule Joint Los Altos/Los Altos Hills Council meeting (6-9 months: August – October)		
	Housing Element Update		Community Development
	San Francisco PUC permit		Engineering Services

