



AMENDED 06.17.2021

CITY COUNCIL MEETING

AGENDA

TUESDAY, JUNE 22, 2021 – 7:00 P.M.

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

Members of the Public may join and participate in the Council meeting at <https://webinar.ringcentral.com/j/1485054243>

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:148 505 4243). 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.

Emails sent to the above email address are sent to/received immediately by the City Council.

Correspondence submitted in hard copy/paper must be received by 2:00 p.m. on the day of the meeting to ensure it can be distributed prior to the meeting. Correspondence 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

PLEDGE OF ALLEGIANCE TO THE FLAG

REPORT ON CLOSED SESSION

SPECIAL ITEMS

- Introduction of New Los Altos Traffic Manager Marisa Lee
- Proclamation declaring the Month of July as Parks Make Life Better Month (D. Legge)

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 June 8, 2021 Regular Meeting (A. Chelemengos)
2. Youth Commission Appointments: Accept the Youth Commission Interview Subcommittee appointment recommendations and make recommended appointments to the Los Altos Youth Commission (A. Chelemengos)
3. Environmental Commission Endorsement of AB 1346, Prohibiting Small Off-Road Engines (SORE): Support the request of the Environmental Commission and authorize the submission of their letter to Assembly Member Berman (E. Ancheta)
4. Resolution No. 2021-30: Adopt Resolution Accepting Completion of the Sewer System Repair Program, Project WW0100119 & Structural Reach Replacement, and authorize the Engineering Services Director to record a Notice of Completion as required by law. (T. Nguyen)
5. Construction Contract Award: Fremont Avenue Pavement Rehabilitation, Project TS-01056 Award the Base Bid and the Additive Alternate for the Fremont Avenue Pavement Rehabilitation Project to Interstate Grading and Paving, Inc. and authorize the Interim City Manager to execute a contract in the amount of \$1,173,476.35 and authorize the Interim City Manager or his designee to execute change orders up to 15% contingency on behalf of the City. (G. Watanabe)
6. Contract Amendment: Authorize the Interim City Manager to execute a contract Amendment No. 4 on behalf of the City with Nova Partners for additional construction management services on the Los Altos Community Center project through August 31, 2021, in the amount of \$49,560. (J. Sandoval)
7. Contract Amendment: Authorize the Interim City Manager to execute a contract Amendment No. 6 on behalf of the City with Noll & Tam Architects for added scope of services on the Los Altos Community Center Project in the amount of \$43,716. (J. Sandoval)
8. Resolution No. 2021-37: Memorandum of Understanding between the City of Los Altos and the Los Altos Municipal Employees Association: Adopt Resolution No. 2021-37 approving the Memorandum of Understanding between the City of Los Altos and the Los Altos Municipal Employees Association (J. Maginot)
9. Ordinance No. 2021-476 At-Will Employee Urgency Ordinance: Consider and adopt an Urgency Ordinance of The City of Los Altos Amending Chapter 2, Section 2.01.060 Entitled

“City Manager” of the Los Altos Municipal Code by repealing Section 2.01.060 in its entirety and replacing it with a new section 2.010.060 (J. Houston)

PUBLIC HEARINGS – None**DISCUSSION ITEMS**

10. Emergency Measures for Addressing COVID-19: Receive an update from the Deputy City Manager and provide direction on additional potential measures to address COVID-19 (J. Maginot)
11. FY 2021/22 – 2022/23 Operating Budget and FY 2022-2026 Five-Year Capital Improvement Plan: Adopt Resolution No. 2021-31 adopting FY 2021/22 – 2022/23 Operating Budget; adopt Resolution No. 2021-32 adopting the FY 2022-2026 Five-Year Capital Improvement Program; adopt Resolution No. 2021-33 establishing the FY 2021/22 Transient Occupancy Tax; adopt Resolution No. 2021-34 establishing the FY 2021/22 Utility Users Tax; adopt Resolution No. 2021-35 establishing the FY 2021/22 Appropriations Limit; adopt Resolution No. 2021-36 adopting the FY 2021/22 Salary Schedule (J. Maginot)
12. Regional Housing Needs Allocation RHNA: Consider appeal of the City’s ABAG RHNA allocation and provide appropriate direction and share information regarding other legal actions challenging the RHNA numbers.
13. Contract Amendment: Interim City Manager: Approve amendment (Amendment #1) to the Retired Annuitant Agreement by and between the City of Los Altos, a California General Law Municipal Corporation, and Brad Kilger (J. Houston)
14. City Manager Employment Agreement: Approve the City Manager Employment Agreement appointing Gabriel Engeland as Los Altos City Manager based on terms set forth in the City Manager Employment Agreement (Mayor Fligor; Vice Mayor Enander)
15. Council Legislative Subcommittee Update And Potential Council Action: Receive update from the City Council Legislative Subcommittee; discuss pending legislation including, but not limited to: AB 14, AB 68, SB 215, AB 339, AB 473, AB 682, AB 989, AB 1401, AB 1322; SB 4, SB 6, SB 9, SB 10, SB 15, SB 16, SB 278, SB 477, SB 478, SB 556, SB 612, SB 640, SB 785. (Vice Mayor Enander; Council Member Weinberg)

INFORMATIONAL ITEMS ONLY

- Community Center Construction Monthly Update – May 2021
- Tentative Council Calendar

COUNCIL/STAFF REPORTS AND DIRECTIONS ON FUTURE AGENDA ITEMS

ADJOURNMENT

(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.

AMENEDED 06.17.2021

AGENDA

June 22, 2021

City Council Meeting

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Proclamation

Of the Mayor
Of the City of Los Altos, California



WHEREAS, Parks and Recreation *promotes physical, emotional and mental health and wellness* through organized and self-directed fitness, play, and activity; and

WHEREAS, The City of Los Altos Recreation & Community Services Department *creates memorable experiences* through engaging virtual and physically distanced programs, dynamic online events and new learning opportunities designed to keep families active while stay-at-home orders are in place and beyond; and

WHEREAS, Parks and Recreation *fosters social cohesiveness* in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to its benefits; and

WHEREAS, The City of Los Altos Recreation & Community Services Department *supports human development* and endless learning opportunities that foster social, intellectual, physical and emotional growth in people of all ages and abilities; and

WHEREAS, Los Altos Recreation & Community Services Department and Municipal Services Department *strengthens community identity* by providing facilities such as the historic Redwood Grove and services like the Senior Sunshine Calls that reflect and celebrate community character, heritage, culture, history, aesthetics and landscape; and

WHEREAS, Parks and Recreation *facilitates community problem and issue resolution* by providing safe spaces to come together peacefully and serving as key points of service, helping our communities heal both physically and emotionally; and

WHEREAS, Parks and Recreation *sustains and stewards our natural resources* by protecting habitats and open space, connecting people to nature, and promoting the ecological function of parkland; and

WHEREAS, Parks and Recreation *supports safe, vibrant, attractive, progressive communities* that make life better through positive alternatives offered in their recreational opportunities; and

WHEREAS, Parks and Recreation remains *versatile and innovative* in providing vital services to communities through local, national, or global emergencies, all while adhering to guidelines set forth by governing agencies; and

WHEREAS, The California Park & Recreation Society has released a statewide public awareness campaign, “Parks Make Life Better!®” to inform citizens of the many benefits of utilizing parks, facilities, programs, and services; now, therefore, be it resolved that the citizens of California recognize the importance of access to local parks, trails, open space, and facilities for the health, wellness, development, inspiration, and safety of all Californians; and be it further resolved, that we declare the month of July 2021 as “Parks Make Life Better!®” Month.

NOW THEREFORE, I, Neysa Fligor, Mayor of the City of Los Altos, and on behalf of the entire Los Altos City Council, do hereby proclaim July as:

Parks Make Life Better!® Month

In Witness whereof, I have hereunto set my hand and affixed the seal of the City of Los Altos this 22nd day of June 2021.

Neysa Fligor, MAYOR



PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following is public comment received by the City Clerk's Office. Members of the public may bring to the Council's attention any item that is not on the agenda. Please be advised that, according to State law, the City Council is unable to discuss or take action on issues presented during the Public Comment Period.

Individual contact information has been redacted for privacy.

From: [REDACTED]
To: [Public Comment](#)
Cc: [City Council](#); [Andrea Chelemengos](#)
Subject: public comment on items not on the June 22 agenda
Date: Thursday, June 17, 2021 8:59:56 AM

Resolution 2021-24 will not allow Los Altos to recover from the Lee Eng/Moos conflict. The council should have stayed out of the political discourse between one of its members and that member's constituent, discourse that had no bearing on the council's conduct of its business. Instead, the Mayor and council adopted a one-sided resolution that antagonized most of the city's residents and makes a mockery of Resolution 2021-17, which condemned intimidation, aggression and violence against Asian-Americans. Why ignore previous resolutions? Are you just blowing smoke?

Resolution 2021-24 continues to spread misstatements and disingenuous statements. Council Member Lee Eng did not allege that anyone threatened her or mention anybody by name. However, she had every right to be concerned by the texts that were sent to her. Although the final text in the series reads, "I just want to be clear, this is in no way a threat of any kind. This is me expressing my disappointment," one has to ask why this statement was necessary if the texts in question were unambiguously NOT a threat? Considering recent events around the country, it is reasonable to fear doxxing, vandalism or physical harm. Last year, this happened to the mayors of San Jose and Oakland.

People have fanned the flames by demanding Lee Eng apologize but her enemies need to acknowledge that the texts could be interpreted as a threat. The existence of the final text admits that possibility. Lee Eng's enemies owe the city an apology for keeping this issue alive. The council must rescind Resolution 2021-24.

Bill Hough
Los Altos



**MINUTES OF THE REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF LOS ALTOS
7:00 P.M., TUESDAY, JUNE 8, 2021**

Held Via Video/Teleconference Per California Executive Order N-29-20.

MEETING CALLED TO ORDER

At 7:09 p.m., Mayor Fligor called the meeting to order.

ESTABLISH QUORUM

Present: Mayor Fligor, Vice Mayor Enander, Council Members Lee Eng, Meadows, and Weinberg

Absent: None

REPORT ON CLOSED SESSION

Mayor Fligor reported that there was no action taken and nothing to report from the Closed Session held earlier in the evening.

SPECIAL ITEMS

- Mid-Peninsula Regional Open Space District Presentation by Board President Curt Riffle

Board President Curt Riffle along with Yoriko Kishimoto, Board Treasurer, provided a presentation and answered questions from the Council.

- Ending Homelessness Presentation

Community Development Director Biggs introduced Kathryn Kaminski, Consuelo Hernandez and Ray Branson of Santa Clara County who provided a presentation and answered questions.

CHANGES TO THE ORDER OF THE AGENDA

There were no changes.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals commented: Jonathan Blum, Pierre Bedard, Cindy Sidaris, and Patrick Dupuis.

CONSENT CALENDAR

Council Member Meadows removed from the Consent Calendar Item #5 *Resolution No. 2021-26: Debt Management Policy Revisions-*

Mayor Fligor announced that Item #5 would be considered following Item #11.

1. Council Minutes: Approve the (amended) Minutes of the May 25, 2021, Regular Meeting
2. Abandoned Vehicle Abatement Service Authority (AVASA) Program: Adopt Resolution No. 2021-25 to continue participation in the Santa Clara County Abandoned Vehicle Abatement Service Authority (AVASA) Program.
3. Contract Amendment: Authorize the City Manager to execute an amendment to the agreement dated September 13, 2018, with IMPEC Group to extend the agreement for an additional one-year term covering fiscal year 21/22 for janitorial services in the amount of \$376,366 on behalf of the City.
4. Contract Amendment: Authorize the City Manager to execute a second amendment in the amount not to exceed \$234,147 to the original agreement with Contract Sweeping Services for the total agreement amount of \$571,176.35 for the original agreement and the two extensions to provide regular street sweeping services through fiscal year 21/22 and 22/23 for the City of Los Altos.
6. Resolution No 2021-27: Senate Bill 1 (SB-1) Road Repair and Accountability Act: Adopt Resolution No. 2021-27 to incorporate a list of projects planned for funding with the Road Maintenance and Rehabilitation Account revenues created by Senate Bill 1 in Fiscal Year 2021-22.
7. Removal of Youth Commissioner: Remove Youth Commissioner Shay Manor from the Los Altos Youth Commission; declare a vacancy on the Youth Commission; and direct the Youth Commission Interview Committee to bring forth a recommendation to fill the vacancy.

Council commented and staff answered Council's questions relative to Consent Calendar items.

There were no members of the public wishing to comment on the Consent Calendar.

Mayor Fligor moved to approve the Consent Calendar Item 1-4 and 6 and 7. The motion was seconded by Council Member Meadows and the motion passed 5-0 with the following roll call vote:

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

PUBLIC HEARINGS

8. Resolution No. 2021-28: Sewer Service Charges for FY 2021/22: Hold Public Hearing and Adopt Resolution No. 2021-28 approving the Report of Sewer Charges for Fiscal Year 2021/22 and directing the filing of charges for collection by the County Tax Collector.

Engineering Services Manager Fairman provided a staff report and answered questions from the Council.

Mayor Fligor opened the Public Hearing.

Roberta Phillips commented. There were no other public comments.

At 8:19 p.m., Mayor Fligor closed the Public Hearing.

Vice Mayor Enander moved to adopt Resolution No. 2021-28 approving the Report of Sewer Service Charges for Fiscal Year 2021/22 and directing the filing of charges for collection by the County Tax Collector. The motion was seconded by Council Member Meadows and the motion passed 5-0 with the following roll call vote:

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

DISCUSSION ITEMS

9. Emergency Measures for Addressing COVID-19: Receive an update from the Deputy City Manager and provide direction on additional potential measures to address COVID-19 (J. Maginot)

Deputy City Manager Maginot provided an update and answered questions from the Council.

Council Meadows provided additional information.

There were no public comments and no action.

10. Housing Element Update Consultant Agreement and Budget Amendment: Add the Housing Element Update to the list of CIP projects, allocate \$600,228 to the project from the unallocated funds account and authorize the City Manager to execute an agreement with Lisa Wise Consulting (LWC) in an amount not to exceed \$600,228 for the Housing Element Update and amend the budget for the Community Development Department as needed. (G. Persicone)

Community Development Director Biggs and Planning Services Manager Persicone provided a staff report and answered questions from the Council. Mr. Persicone introduced Lisa Wise of Lisa Wise Consulting and her associate David Berman who also answered questions from the Council.

At 9:00 p.m., Mayor Fligor called for a brief recess. At 9:08 p.m., Mayor Fligor reconvened the meeting.

The following individuals commented: Anne Paulson, Roberta, Renee Rashid, Patrick Dupuis, Jeannine Valadez, and Pete Dailey.

Council discussion commenced.

Council Member Weinberg moved to add the Housing Element Update to the list of CIP projects, allocate \$600,228 to the project from the unallocated funds account and authorize the Interim City Manager to execute an agreement with Lisa Wise Consulting (LWC) in an amount not to exceed \$600,228 for the Housing Element Update and amend the budget for the Community Development Department as needed (by adopting Resolution No. 2021-29). The motion was seconded by Council Member Meadows and the motion passed 4-1 with the following roll call vote:

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

In addition, Council Member Weinberg moved that Council direct staff to review the outreach tasks in the contract and bring the outreach tasks portion of the contract back to the Council for comment and review and further direct staff to agendize the formation of a Housing Element Subcommittee. The motion was seconded by Vice Mayor Enander and the motion passed 5-0 with the following roll call vote:

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

11. Lehigh Hansen and Stevens Creek Quarry: Provide direction to the Environmental Commission and staff regarding Lehigh Hansen and Stevens Creek Quarry

Mayor Fligor provided background information on the item.

City Attorney Houston provided a legal history on the subject site.

The following members of the public spoke: Dave Singhal, Rhoda Fry, Pete Dailey, and Renee Rashid.

Council discussion commenced.

Mayor Fligor moved that the Council take a more active role in addressing the concerns of the residents stemming from the Lehigh Hansen and Steven Creek Quarry including, but not limited to providing direction to the Environmental Commission on how the Commission can help the Council

in addressing environmental issues related to quarry expansion, air and water safety, impacts to Permanente Creek, the silos, the face, waste material storage, construction projects on the site, traffic and road impacts, and impacts of industrial uses of the sites. The motion was seconded by Council Member Lee Eng and the motion passed 5-0 with the following roll call vote:

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

For clarification, in response to Council inquiry, the City Attorney Houston, confirmed that should the occasion arise, the motion as stated, would allow for the Mayor to send a letter on behalf of the Council expressing its position with regard to the issues identified.

5. Resolution No. 2021-26: Debt Management Policy Revisions: Adopt a resolution revising the Debt Management Policy.

Council Member Meadows stated that she had removed the matter from the Consent Calendar because she felt it important to incorporate the Finance Commission's recommendations into the policy.

Vice Mayor Enander, as the Council Liaison, commented on the Finance Commission's recommendation.

Mayor Fligor suggested a review of the debt policy every three years.

Council discussion commenced.

Deputy City Manager Maginot answered questions from the Council.

There were no public comments.

Council Member Meadows moved Adopt Resolution No. 2021-26 approving the revised Debt Management Policy and incorporating the recommendations made by the Finance Commission at their April 19, 2021, meeting (included in the June 8, 2021 Staff Report to the City Council) and incorporate language in the "Amendment and Waivers of Debt Policy" section that requires review of the debt policy every three years immediately prior to the Council's three-year review of the policy. The motion was seconded by Vice Mayor Enander and the motion passed 5-0 with the following roll call vote:

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

ABSTAIN: None

12. Council Legislative Subcommittee Update And Potential Council Action: Receive update from the City Council Legislative Subcommittee; discuss pending legislation including, but not limited to: AB 14, AB 68, SB 215, AB 339, AB 473, AB 682, AB 989, AB 1401, AB 1322; SB 4, SB 6, SB 9, SB 10, SB 15, SB 16, SB 278, SB 477, SB 478, SB 556, SB 612, SB 640, SB 785 Vice Mayor Enander, Council Member Weinberg)

Vice Mayor Enander reported that the Legislative Subcommittee was unable to meet, and the materials submitted had not yet been reviewed or commented on by Council Member Weinberg.

Council Member Weinberg stated that his recommended position for the City was not in line with Vice Mayor Enander's recommended position for the City on certain proposed legislation. Council Member Weinberg expressed his position on the various pieces of proposed legislation.

Discussion commenced.

There were no comments from the public.

Vice Mayor Enander moved that the Legislative Subcommittee be give the authority, between now and August 24, 2021, to redirect/address, as appropriate, sign and submit to the appropriate body or members, the proposed position letters relative to the following pending legislation AB215, SB15, SB278, SB556, SB612 SB640 and the State Budget. The motion was seconded by Council Member Weinberg and the motion passed 5-0 with the following roll call vote:

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

Vice Mayor Enander moved that the Legislative Subcommittee be give the authority to minimally modify, and between now and August 24, 2021, to redirect/address, as appropriate, sign and submit to the appropriate body or members, the proposed position letters relative to AB14 and SB4. The motion was seconded by Mayor Fligor and passed 5-0 with the following roll call vote:

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

Council Member Lee Eng moved that the Council take an Opposed position on SB 9. The motion was seconded by Vice Mayor Enander. The motion failed 2-3 with the following roll call vote:

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

INFORMATIONAL ITEMS ONLY

- Tentative Council Calendar:

No comments/No action taken.

COUNCIL/STAFF REPORTS AND DIRECTIONS ON FUTURE AGENDA ITEMS

Council made general comments relative to scheduling of agenda items and agenda titles agenda items absent from the Tentative Council calendar and cyber security.

City Attorney Houston stated that she would provide a memo outlining the legal parameters of agenda titles.

Vice Mayor Enander reported on the recently held “Open Office Hours”.

ADJOURNMENT

At 12:11 a.m., Wednesday, June 9, 2021, Mayor Fligor adjourned the meeting.

ATTEST:

Neysa Fligor, MAYOR

Andrea M. Chelemengos MMC, CITY CLERK



CONSENT CALENDAR

Agenda Item # 2

AGENDA REPORT SUMMARY

Meeting Date: June 22, 2021

Subject: Youth Commission Appointments

Prepared by: Andrea Chelemengos, City Clerk

Approved by: Brad Kilger, Interim City Manager

Attachment(s): None

Initiated by:

City Council Youth Commission Interview Committee

Previous Council Consideration:

None

Fiscal Impact:

None

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- Does the Council concur with the recommended appointments to the Youth Commission?

Summary:

- Youth Commissioners are appointed to one- or two-year terms.
- There are currently six openings on the Youth Commission.

Staff Recommendation:

Move to appoint Lauren Jene, Rohan Parikh, Hanna Mills, and Juliana Stueve to two-year terms on the Youth Commission expiring June 30, 2023, and Vivek Bharati and Caroline (Pixie) Ma to one-year terms expiring June 2022.

Reviewed By:

City Manager

BK

City Attorney

JH

Finance Director

JM



Subject: Youth Commission appointments

Purpose

To appoint individuals to serve on the Youth Commission.

Background

The Council appoints individuals to serve on the Youth Commission. Los Altos residents who are students between grades seven through twelve are eligible to serve on the Youth Commission. Commissioners are appointed to serve to one- or two-year terms and are eligible to be reappointed until they graduate from high school.

Discussion/Analysis

There are six Youth Commission seats to be filled. At the end of this month, terms for four Youth Commissioners will expire. Since the opening of the recruitment, the City received a resignation from one Youth Commissioner whose term expires June 2022 thus creating a fifth, but partial term, vacancy on the Youth Commission and, at the June 8th Council meeting an additional, 6th seat on the Youth Commission became available due to removal of a nonparticipating Commission Member.

Of the four scheduled vacancies, there is only 1 eligible incumbent who has re-applied and is recommended for re-appointment. The other three Commissioners will be graduating from high school and becoming ineligible for reappointment.

On May 20, 2021, the Council Youth Commission Interview Committee interviewed eligible applicants and recommends appointment of Lauren Jene, Rohan Parikh, Hanna Mills, and Juliana Stueve to two-year terms on the Youth Commission expiring June 30, 2023, and Vivek Bharati and Caroline (Pixie) Ma to one-year terms expiring June 2022.

Options

- 1) Accept the recommendation of the Youth Commission Interview Committee and reappoint and appoint the recommended individuals to the Youth Commission.

Advantages: Fills six vacancies on the Youth Commission

Disadvantages: None identified

- 2) Direct the Youth Commission Interview Committee to present an alternate recommendation to the Council.

Advantages: None identified



Subject: Youth Commission appointments

Disadvantages: Delays the seating of six Youth Commissioners

Recommendation

The Youth Commission Interview Committee recommends Option 1.



CONSENT CALENDAR

Agenda Item # 3

AGENDA REPORT SUMMARY

Meeting Date: June 22, 2021

Subject: Environmental Commission Endorsement: AB 1346, Prohibiting Small Off-Road Engines (SORE)

Prepared by: Emiko Ancheta, Sustainability Coordinator, for the Environmental Commission

Reviewed by: Jon Biggs, Community Development Director

Approved by: Brad Kilger, Interim City Manager

Attachment(s):

1. Environmental Commission Endorsement Letter Supporting AB 1346
2. Legislation Text – AB 1346 Small Off-Road Engines Prohibition (SORE)

Initiated by:

Environmental Commission

Previous Council Consideration:

None

Fiscal Impact:

None

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- Does the Council wish to approve and support the Environmental Commission's endorsement of AB 1346 that prohibits the sale of gas-powered small off-road engines (SORE)?

Summary:

- Proposed legislation would prohibit the sale of gas-powered small off-road engines
- Small Off-Road Engines (SORE) are categorized as outdoor lawn, garden and specialty powered equipment
- Support would permit the use the City of Los Altos' name as an endorser of the proposed legislation

Staff Recommendation:

Support the request of the Environmental Commission and authorize the submission of their letter, copy included with this agenda report as Attachment 1, to Assembly Member Berman

Reviewed By:

Interim City Manager

City Attorney

Finance Director

BK

JH

JM

Purpose

Support the request of the Environmental Commission and authorize the submission of their letter, copy included with this agenda report as Attachment 1, to Assembly Member Berman

Background

Since 1991, the City of Los Altos Municipal Code section 6.16.070 prohibits portable gasoline-powered leaf blowers. These small off-road engines contribute to air pollution, noise pollution and various health conditions and exposures. Although the ban has been in place for almost 30 years, it still remains a challenge to enforce.

Discussion/Analysis

Assembly Bill 1346, authored by Assembly Members Marc Berman and Lorena Gonzalez, will prohibit the sale of gas-powered small off-road engines (SORE) at a state level, supporting jurisdictions efforts to eliminate gas-powered lawn and garden equipment. Additionally, the prohibition of SORE will support the City's overall efforts in reducing nitrogen oxides, reactive organic gas, and other greenhouse gas emissions.

The Environmental Commission is asking that the City Council authorize the submittal of the letter attached with this agenda report to Assembly Member Berman.

Options

- 1) Approve the Environmental Commission's endorsement of AB 1346 that prohibits the sale of gas-powered small off-road engines (SORE).

Advantages: AB 1346 supports the City's efforts to reduce air pollution, noise pollution and adverse health exposures.

Disadvantages: None

- 2) Do not approve the Environmental Commission's endorsement of AB 1346 that prohibits the sale of gas-powered small off-road engines (SORE).

Advantages: None

Disadvantages: The City would not provide support to AB 1346, prohibiting Small Off-Road Engines (SORE) legislation potentially allowing air pollution, noise pollution and adverse health exposures associated with the emissions of SORE equipment use.

Recommendation

The staff recommends Option 1.



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

The City of Los Altos Environmental Commission is pleased to endorse AB 1346 which would prohibit the sale of gas-powered small off-road engines (SORE).

As the first community in the Bay Area to prohibit the use of Gas-Powered Leaf Blowers in 1991, Los Altos has been a leader in the effort to reduce the noise and air pollution caused by this equipment. Unfortunately, thirty years later, it is still a struggle to enforce this code at the local level. A state-wide ban would provide a clear path to removing these engines from use in our communities.

SORE devices contribute a disproportionate amount of harmful emissions into our communities, including Nitrogen Oxides and particulate matter. These pollutants pose significant health impacts not only to our residents, but more so to our landscape service providers who are exposed to them for hours a day. NOx and particulates also contribute to the formation of smog which has negative health impacts and is particularly harmful to children.

The City of Los Altos is proud of its residents' efforts to reduce vehicle emissions through their high electric vehicle ownership rates. As a City we have also realized significant emission reductions thanks to the carbon-free electricity provided by our electricity provider, Silicon Valley Community Energy. We are also working to reduce future emission by adopting Reach Codes that limit natural gas and increasing EV Charging capacity in new buildings. The Environmental Commission welcomes the state's leadership in additional ways to substantially reduce our greenhouse gas emissions.

Sincerely,

Laura Teksler, Chair
City of Los Altos Environmental Commission

AMENDED IN ASSEMBLY MARCH 25, 2021

CALIFORNIA LEGISLATURE—2021–22 REGULAR SESSION

ASSEMBLY BILL**No. 1346**

Introduced by Assembly ~~Member Berman~~ Members *Berman and Lorena Gonzalez*

(Coauthors: Assembly Members *Bauer-Kahan, Carrillo, Gabriel, Cristina Garcia, Eduardo Garcia, Low, Mullin, Reyes, Robert Rivas, Ting, and Friedman*)

February 19, 2021

~~An act to add Section 14299.5 to the Elections Code, relating to elections. An act to add Section 43018.11 to the Health and Safety Code, relating to air pollution.~~

LEGISLATIVE COUNSEL'S DIGEST

AB 1346, as amended, Berman. ~~Elections: ballots. Air pollution: small off-road engines.~~

Existing law imposes various limitations on the emissions of air contaminants for the control of air pollution from vehicular and nonvehicular sources. Existing law assigns the responsibility for controlling vehicular sources of air pollution to the State Air Resources Board.

This bill would require the state board, by July 1, 2022, consistent with federal law, to adopt cost-effective and technologically feasible regulations to prohibit engine exhaust and evaporative emissions from new small off-road engines, as defined by the state board. The bill would require the state board to identify and, to the extent feasible, make available funding for commercial rebate or similar incentive funding as part of any updates to existing applicable funding program guidelines to local air pollution control districts and air quality management

districts to implement to support the transition to zero-emission small off-road equipment operations.

~~Existing law requires an elections official to deliver to a precinct additional ballots if the precinct board is unable to furnish a ballot to a qualified voter because there is an insufficient number of ballots. Existing law requires the precinct board to provide each voter with the option of casting a vote immediately using an alternative procedure, as specified. Existing law requires, in the case of an election for a state or federal office, for each polling place using a direct recording electronic voting system, the elections official to also provide paper ballots equivalent to specified percentages of voters depending on the type of election and to establish procedures for the use of the paper ballots in the event the direct recording electronic voting system becomes nonfunctional.~~

~~This bill would require an elections official to establish an alternative procedure for the use of paper ballots in the event that a ballot marking system, a ballot on demand system, or, except as specified, a voting system becomes nonfunctional. The bill would require the elections official to submit the alternative procedure to the Secretary of State for approval. By increasing the duties of local elections officials, the bill would impose a state-mandated local program.~~

~~The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.~~

~~This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.~~

~~Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: *yes-no*.~~

The people of the State of California do enact as follows:

- 1 SECTION 1. (a) *The Legislature finds and declares all of the*
- 2 *following:*
- 3 (1) *Small off-road engines (SORE), which are used primarily*
- 4 *in lawn and garden equipment, emit high levels of air pollutants,*
- 5 *including oxides of nitrogen (NOx), reactive organic gases (ROG),*
- 6 *and particulate matter (PM). NOx and ROG together contribute*
- 7 *to formation of ozone, a criteria pollutant with a national ambient*

1 *air quality standard set by the United States Environmental*
2 *Protection Agency (U.S. EPA) and a California ambient air quality*
3 *standard and that has adverse impacts on health. Currently,*
4 *California exceeds U.S. EPA and state standards for ozone in*
5 *many areas, including the South Coast Air Basin, the San*
6 *Francisco Bay area, and the County of Sacramento. NO_x also*
7 *contributes to formation of PM, which, along with directly emitted*
8 *PM, has direct negative health impacts. PM also has an air quality*
9 *standard set by the U.S. EPA and the state. Many areas in*
10 *California also currently fail to meet PM standards, including the*
11 *South Coast Air Basin and the San Joaquin Valley Air Basin.*

12 *(2) In 2020, California daily NO_x and ROG emissions from*
13 *SORE were higher than emissions from light-duty passenger cars.*
14 *SORE emitted an average of 16.8 tons per day of NO_x and 125*
15 *tons per day of ROG. Without further regulatory action, those*
16 *emission levels are expected to increase with increasing numbers*
17 *of SORE in California. Regulations of emissions from SORE have*
18 *not been as stringent as regulations of other engines, and one hour*
19 *of operation of a commercial leaf blower can emit as much ROG*
20 *plus NO_x as driving 1,100 miles in a new passenger vehicle.*

21 *(3) Currently, there are zero-emission equivalents to all SORE*
22 *equipment regulated by the State Air Resources Board. The battery*
23 *technology required for commercial-grade zero-emission*
24 *equipment is available and many users, both commercial and*
25 *residential, have already begun to transition to zero-emission*
26 *equipment.*

27 *(4) The Governor's Executive Order No. N-79-20 of September*
28 *23, 2020, directs the state board to implement strategies to achieve*
29 *100 percent zero emissions from off-road equipment in California*
30 *by 2035, where feasible and cost-effective. The state will not*
31 *achieve that goal without further regulation of SORE, including*
32 *a mandate to transition all sales of new equipment to zero-emission*
33 *equipment.*

34 *(b) It is the intent of the Legislature to encourage the state board*
35 *to act expeditiously to protect public health from the harmful effects*
36 *of emissions of small off-road engines.*

37 *SEC. 2. Section 43018.11 is added to the Health and Safety*
38 *Code, to read:*

39 *43018.11. (a) By July 1, 2022, the state board shall, consistent*
40 *with federal law, adopt cost-effective and technologically feasible*

1 regulations to prohibit engine exhaust and evaporative emissions
2 from new small off-road engines, as defined by the state board.
3 Those regulations shall apply to engines produced on or after
4 January 1, 2024, or as soon as the state board determines is
5 feasible, whichever is later.

6 (b) Consistent with the regulations adopted pursuant to this
7 section and relevant state law, the state board shall identify, and,
8 to the extent feasible, make available, funding for commercial
9 rebates or similar incentive funding as part of any updates to
10 existing, applicable funding program guidelines for districts to
11 implement to support the transition to zero-emission small off-road
12 equipment operations.

13 SECTION 1. ~~Section 14299.5 is added to the Elections Code,~~
14 ~~to read:~~

15 ~~14299.5. (a) An elections official shall establish an alternative~~
16 ~~procedure for the use of paper ballots in the event that a ballot~~
17 ~~marking system, a ballot on demand system, or, except for a direct~~
18 ~~recording electronic voting system governed by Section 14300, a~~
19 ~~voting system becomes nonfunctional.~~

20 ~~(b) The alternative procedure required by this section shall be~~
21 ~~subject to approval by the Secretary of State. The elections official~~
22 ~~shall submit the alternative procedure to the Secretary of State for~~
23 ~~approval by a date to be determined by the Secretary of State.~~

24 ~~SEC. 2. If the Commission on State Mandates determines that~~
25 ~~this act contains costs mandated by the state, reimbursement to~~
26 ~~local agencies and school districts for those costs shall be made~~
27 ~~pursuant to Part 7 (commencing with Section 17500) of Division~~
28 ~~4 of Title 2 of the Government Code.~~

29

30

31 REVISIONS:

32 Heading—Line 5.

33



CONSENT CALENDAR

Agenda Item # 4

AGENDA REPORT SUMMARY

Meeting Date: June 22, 2021

Subject: Resolution No. 2021-30: Sewer System Repair Program (Project WW-01001) & Structural Reach Replacement (Project WW-01002)

Prepared by: Thanh Nguyen, Senior Civil Engineer

Reviewed by: Jim Sandoval, Engineering Services Director

Approved by: Brad Kilger, Interim City Manager

Attachment:

1. Resolution No. 2021-30

Initiated by:

City Council, Sewer System Repair Program (Project WW-01001) & Structural Reach Replacement (Project WW-01002)

Previous Council Consideration:

September 25, 2018; February 25, 2020

Fiscal Impact:

The following table summarizes the final costs of this project. Total savings of \$556,787 will be distributed to the next Sewer System Repair Program and the next Structural Reach Replacement projects in the amount of \$239,752 and \$317,035 respectively:

| Project Item | Project Budget | Final Cost |
|----------------------------------|-----------------------|--------------------|
| Design | \$187,844 | \$187,844 |
| Construction | \$2,641,457 | \$2,482,838 |
| Inspection and testing services | \$200,000 | \$201,753 |
| Printing/Environmental Doc/Misc. | \$5,500 | \$1,798 |
| Construction contingency (15%) | \$396,219 | \$0 |
| Total | \$3,431,020 | \$2,874,233 |

Environmental Review:

Categorically Exempt pursuant to CEQA Section 15301 (b)

Policy Question(s) for Council Consideration:

Not Applicable

Summary:

Interim City Manager

BK

Reviewed By:

City Attorney

JH

Finance Director

JM



Subject: Resolution No. 2021-30: Sewer System Repair Program (Project WW-01001) & Structural Reach Replacement (Project WW-01002)

- Adopt Resolution No. 2021-30 accepting completion of the Sewer System Repair Program (Project WW-01001) & Structural Reach Replacement (Project WW-01002)
- Authorize the Engineering Services Director to record a Notice of Completion as required by law

Staff Recommendation:

Move to adopt Resolution No. 2021-30 accepting completion of the Sewer System Repair Program (Project WW-01001) & Structural Reach Replacement (Project WW-01002); and authorize the Engineering Services Director to record a Notice of Completion as required by law



Subject: Resolution No. 2021-30: Sewer System Repair Program (Project WW-01001) & Structural Reach Replacement (Project WW-01002)

Purpose

Accept completion of the Sewer System Repair Program (Project WW-01001) & Structural Reach Replacement (Project WW-01002).

Background

On September 25, 2018, the City Manager executed an agreement with Bellecci & Associates for design and construction support services for the Sewer System Repair Program (Project WW-01001) & Structural Reach Replacement (Project WW-01002) in the amount of \$187,844.00. On February 25, 2020, EPS Inc., dba Express Plumbing, was awarded the Total Bid for Project WW-01001 and Project WW-01002 in the amount of \$2,641,457.00.

Discussion/Analysis

EPS Inc., dba Express Plumbing, completed the construction for the Sewer System Repair Program (Project WW-01001) & Structural Reach Replacement (Project WW-01002) per plans and specifications. This project consisted of the replacement of 20 sewer segments at various locations in the city, which ranged in size from 6 to 15 inches in diameter. The lines were replaced with High-Density Polyethylene (HDPE) pipes using trenchless methods.

Sewage bypass and traffic control were carefully planned and implemented to minimize impacts on the community during the project's construction. The replacement of the sewer lines was successfully completed by the end of March. Ten change orders were issued during the construction due to contractor-initiated value engineering proposals, unforeseen conditions, weather restrictions, and COVID-19. Although the project specified open cut methods at six locations and trenchless methods at eight locations, trenchless methods were used at all locations based upon value engineering and due to existing site conditions which resulted in cost savings for the City. The total final construction cost was \$2,482,838.00, which was less than the original contract amount of \$2,641,457.00. The project construction cost savings and additional project savings from unspent construction contingency and miscellaneous/ printing/environmental documents budget categories will be forwarded to the next Sewer System Repair Program and the next Structural Reach Replacement Project.

Options

- 1) Adopt Resolution No. 2021-30 accepting completion of the Sewer System Repair Program (Project WW-01001) & Structural Reach Replacement (Project WW-01002); and authorize the Engineering Services Director to record a Notice of Completion as required by law.

Advantages: The 5% retention due to the Contractor will be released within 35 days after the Notice of Completion is recorded and the savings from this project can be



Subject: Resolution No. 2021-30: Sewer System Repair Program (Project WW-01001) & Structural Reach Replacement (Project WW-01002)

forwarded to the next Sewer System Repair Program and the next Structural Reach Replacement projects and become available for use towards future sewer repair and replacement projects as identified by the Sewer Master Plan.

Disadvantages: None

- 2) Do not adopt Resolution No. 2021-30 accepting completion of the Sewer System Repair Program (Project WW-01001) & Structural Reach Replacement (Project WW-01002); and do not authorize the Engineering Services Director to record a Notice of Completion as required by law.

Advantages: None

Disadvantages: The recordation of the Notice of Completion and the release of the 5% retention due to the Contractor would be delayed.

Recommendation

The staff recommends Option 1.

RESOLUTION NO. 2021-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
ACCEPTING COMPLETION OF AND DIRECTING THE ENGINEERING
SERVICES DIRECTOR TO FILE A NOTICE OF ACCEPTANCE OF
COMPLETION OF
THE SEWER SYSTEM REPAIR PROGRAM, PROJECT WW-0100119, AND
STRUCTURAL REACH REPLACEMENT, PROJECT WW-0100219**

WHEREAS, the Engineering Services Director has filed with the City Clerk of the City of Los Altos an Engineer's Certificate as to completion of all the work provided to be done under and pursuant to the contract between the City of Los Altos and EPS Inc., dba Express Plumbing, dated February 25, 2020; and

WHEREAS, it appears to the satisfaction of this City Council that said work under the contract has been fully completed and done 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 finds and authorizes the following:

1. The acceptance of completion of said work be, and it is hereby, made and ordered.
2. That the Engineering Services Director is directed to execute and file for record 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 22nd day of June, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Neysa Fligor, MAYOR

Attest:

Andrea M. Chelemengos, CITY CLERK

ATTACHMENT 1



CONSENT CALENDAR

Agenda Item # 5

AGENDA REPORT SUMMARY

Meeting Date: June 22, 2021

Subject: Construction Contract Award: Fremont Avenue Pavement Rehabilitation, Project TS-01056

Prepared by: Gaku Watanabe, Assistant Engineer

Reviewed by: Jim Sandoval, Engineering Services Director

Approved by: Brad Kilger, Interim City Manager

Attachment(s):

1. Bid Summary dated April 28, 2021
2. Project Plans

Initiated by:

City Council CIP Project TS-01056

Previous Council Consideration:

July 11, 2017 and July 9, 2019

Fiscal Impact:

The construction project will cost \$1,544,960.80 and there are sufficient funds in the adopted budget for the project. Additional budget is not requested. Based on the lowest responsive and responsible bidder, the estimated project costs are:

Fremont Avenue Pavement Rehabilitation, Project TS-01056

| Project Item | Project Budget |
|--------------------------------------|------------------------|
| Construction | \$ 1,173,476.35 |
| Construction Contingency (15%) | \$ 176,021.45 |
| Inspection | \$ 185,193.00 |
| Printing/Advertising/Mailing/Misc. | \$ 10,000 |
| Estimated Total Cost | \$ 1,544,690.80 |
| Breakdown of Funds to be used | |
| One Bay Area Grant (OBAG) | \$ 336,000 |
| CIP Funds | \$ 1,750,000 |
| Total Project Budget | \$ 2,086,000 |

- Amount already included in approved budget: Y
- Amount above budget requested: 0

Reviewed By:

Interim City Manager

City Attorney

Finance Director

BK

JH

JM



Subject: Construction Contract Award: Fremont Avenue Pavement Rehabilitation, Project TS-01056

Per the project Contract Specifications, the determination of the lowest bid is based on the Total Bid. Staff recommends awarding the construction contract to the lowest responsive bidder and include the Additive Alternative. Per Contract Specifications' bid schedule, select bid items (items 7, 10, 13-19) will be removed from the base bid upon selection of Additive Alternate. The adjusted construction total amount after base bid item reduction is \$1,173,476.35.

Environmental Review:

Categorically Exempt pursuant to CEQA Section 15301(c) consisting of the operation, repair and maintenance of existing facilities such as streets and involves negligible or no expansion of existing or former use.

Policy Question(s) for Council Consideration:

None

Summary:

- The City received a One Bay Area Grant (OBAG) in the amount of \$336,000 for the construction phase of the Fremont Avenue Pavement Rehabilitation Project – Grant Road to Steven Creek in 2017.
- CIP Project TS-01056 was approved in 2017 for this project.
- On February 25, 2021, the Authorization to Proceed for construction was received from the California Department of Transportation (Caltrans) for the OBAG fund (Federal project number: STPL-5309(019)).
- On April 07, 2021, City advertised the Fremont Avenue Pavement Rehabilitation Project.
- On April 28, 2021, City received and opened six (6) bids in a public virtual session.

Staff Recommendation:

Award the Base Bid and Additive Alternate for the Fremont Avenue Pavement Rehabilitation Project to Interstate Grading and Paving Inc. and authorize the Interim City Manager to execute a contract in the amount of \$1,173,476.35 and up to 15% contingency on behalf of the City.

Purpose

Award the Base Bid and Additive Alternate for the Fremont Avenue Pavement Rehabilitation Project to Interstate Grading and Paving Inc. and authorize the Interim City Manager to execute a contract in the amount of \$1,173,476.35 and up to 15% contingency on behalf of the City.

Background

Fremont Avenue Pavement Rehabilitation, Project TS-01056, is dedicated to resurfacing Fremont Avenue with asphalt concrete (AC) from Grant Road to easterly the City Limit near Stevens Creek.



Subject: Construction Contract Award: Fremont Avenue Pavement Rehabilitation, Project TS-01056

This project is partially funded by a federal grant, One Bay Area Grant (OBAG), in the amount of \$336,000. In February 2021, the City received the Authorization to Proceed with the construction phase from the California Department of Transportation (Caltrans) that oversees the release of the federal grant.

The scope of work of the project includes repairing failed AC pavement sections using the dig-out method and overlaying the entire roadway with 1.5-inches of AC. Once the pavement treatment is complete, the City will implement “*complete streets*” bicycle and pedestrian improvements on the newly paved roadway.

City staff held community open houses and several update discussions with the Complete Streets Commission and administered an online community survey to receive inputs and feedback from the public on proposed “*complete streets*” elements to be implemented. After conducting extensive community outreach, the final “*complete streets*” improvements include consistent 11-ft vehicle travel lanes (compared to the existing 15-ft lanes) to help encourage slower vehicle speeds, buffered bicycle lanes (3-ft buffer with 6-ft bicycle lanes), green bike lane enhancements, high-visibility crosswalk markings, and signage. Other signage and pavement marking treatments include “KEEP CLEAR” markings at key intersections for residents to safely turn in and out of streets that bisect Fremont Avenue.

Discussion/Analysis

On April 7, 2021, City advertised Fremont Avenue Pavement Rehabilitation, Project TS-01056 for construction bids. On April 28, 2021, six (6) bids were received and opened in a virtual public bid opening via RingCentral. The bid result summary is provided in Attachment 1. The lowest responsive and responsible bidder is Interstate Grading and Paving, Inc. for \$1,173,476.35.

This project was advertised with a Base Bid and one Additive Alternate to have two different pavement treatment options. Base Bid items included all pavement work for traditional dig-outs and a 1.5-inch AC overlay. Digouts are localized repairs on identified pavement failure areas. Once all digouts are completed, the entire roadway is overlaid with a new 1.5-inch AC.

Additive Alternate items included work associated with the Cold-in-Place Recycling (CIR) street resurfacing method. The CIR method involves grinding 3-inch of the entire roadway surface and mixing the grindings with an asphalt recycling agent as a new subbase for the roadway. A new 1.5-inch AC overlay is then applied on top of this recycled subbase. CIR produces a longer useful life, and it is more environmentally friendly, but its cost is typically higher than the traditional paving method. If the Additive Alternate is awarded, CIR bid items would substitute Revocable Items (Bid Items 7, 10, 13-19) in the Base Bid.



Subject: Construction Contract Award: Fremont Avenue Pavement Rehabilitation, Project TS-01056

The City received Base Bid price of \$1,132,194.40 for the traditional dig-out and AC overlay method and Additive Alternate price of \$339,398.35 for the CIR method. Total construction cost for CIR option, after item reduction per contract specification, will be \$1,173,476.35.

Once the project is awarded, public notices will be sent to residents. Residents will be provided with information to follow the project details, schedule, and updates on the City website. The Contractor will also be required to distribute notification letters to affected residents and post street signages at least 48-hours prior to start of work.

Options

- 1) Award the Base Bid and Additive Alternate for the Fremont Avenue Pavement Rehabilitation Project to Interstate Grading and Paving, Inc. and authorize the Interim City Manager to execute a contract in the amount of \$1,173,476.35 and authorize the Interim City Manager or his designee to execute change orders up to 15% contingency on behalf of the City.

Advantages: Contractor is the lowest responsive and responsible bidder. Project will provide asphalt-concrete repair on Fremont Avenue.

Disadvantages: None

- 2) Reject all bids and re-advertise the project.

Advantages: None

Disadvantages: It is not anticipated that re-advertising the bid will result in lower bids. Repairs on Fremont Avenue will be delayed.

Recommendation

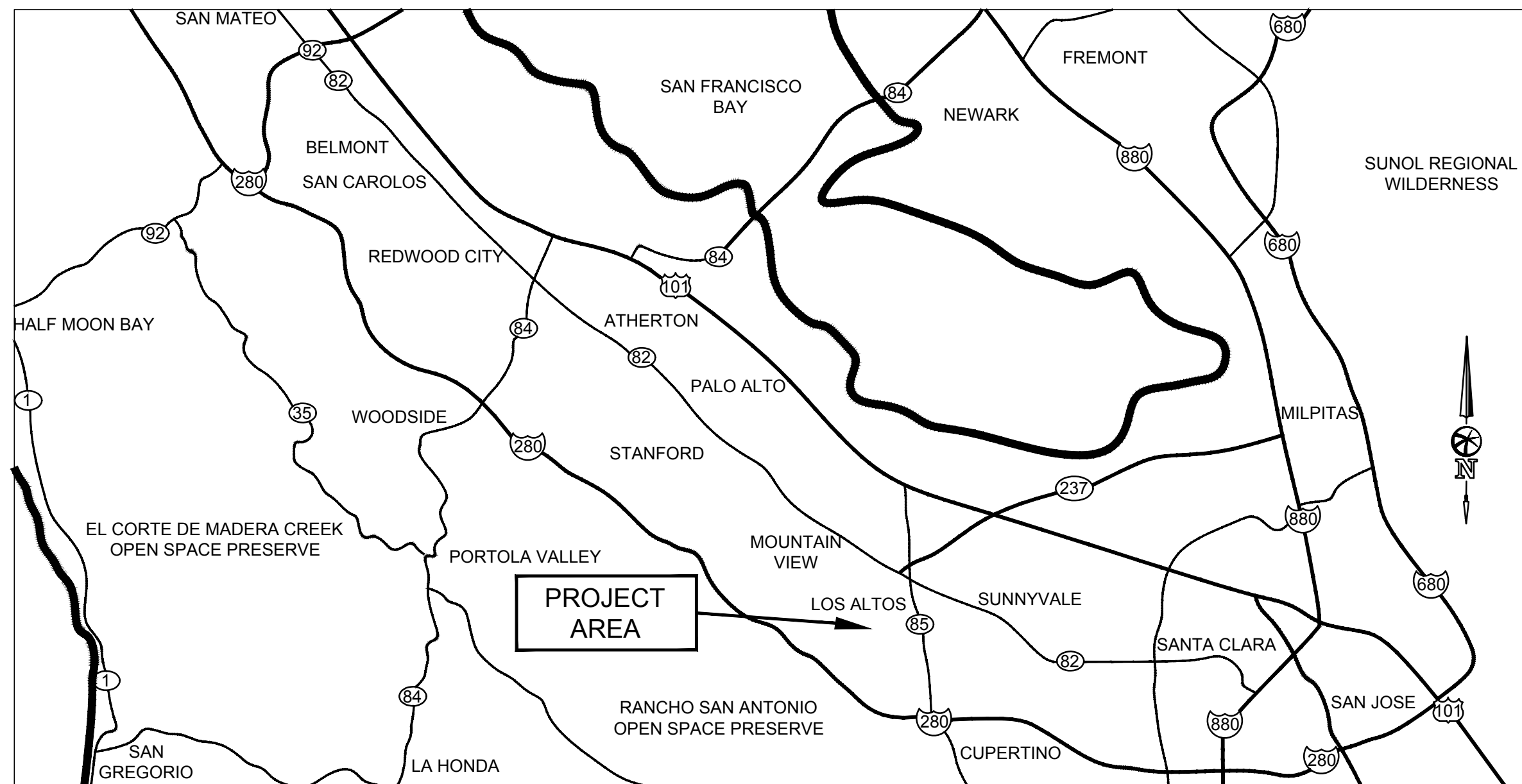
- 1) The staff recommends Option 1. Award the Base Bid and the Additive Alternate for the Fremont Avenue Pavement Rehabilitation Project to Interstate Grading and Paving, Inc. and authorize the Interim City Manager to execute a contract in the amount of \$1,173,476.35 and authorize the Interim City Manager or his designee to execute change orders up to 15% contingency on behalf of the City.

GENERAL NOTES

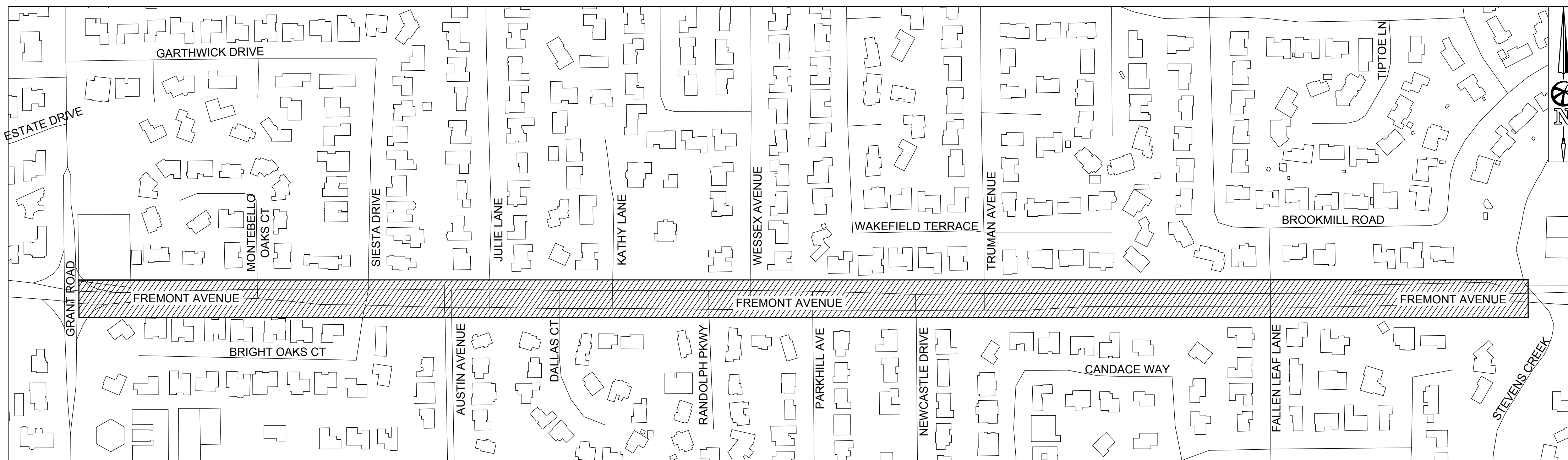
- ALL MATERIAL AND WORKMANSHIP SHALL FULLY CONFORM WITH THE SPECIFICATIONS, STANDARDS, AND ORDINANCES OF THE CITY OF LOS ALTOS.
- THE PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED AT LEAST 72 HOURS IN ADVANCE OF ANY WORK.
- THE LOCATION AND DEPTHS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UTILITIES. THE UNDERGROUND CONTRACTOR SHALL NOTIFY UTILITY COMPANIES AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION TO FIELD LOCATE UTILITIES. CONTACT UNDERGROUND SERVICE ALERT AT 800-227-2600.
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER.
- THE CONTRACTOR SHALL SUBMIT FOR CITY'S REVIEW TRAFFIC CONTROL PLANS AND PHASING PLANS, PREPARED BY A LICENSED TRAFFIC ENGINEER FOR (BUT NOT LIMITED TO) PIPE INSTALLATIONS IN THE STREET OR ANY CONSTRUCTION RESULTING IN LANE CLOSURE.
- ALL EXISTING UTILITIES AND PRIVATE IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE CITY ENGINEER, AT CONTRACTOR'S SOLE EXPENSE.
- THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, AND THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT JUST DURING NORMAL WORKING HOURS.
- SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.
- EXISTING UTILITIES SHALL BE MAINTAINED IN SERVICE AND IN PLACE BY THE CONTRACTOR DURING CONSTRUCTION UNLESS OTHERWISE SHOWN.
- ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS AND STANDARD PLANS AND THE CITY OF SAN BRUNO STANDARD SPECIAL PROVISIONS AND STANDARD PLANS.
- CONTRACTOR SHALL PROTECT ALL SURVEY MONUMENTS. ALL SURVEY SHALL BE REFERENCED PER STATE BUSINESS & PROFESSIONS CODE SECTION 8771.
- CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF SECTION 13 "WATER POLLUTION CONTROL" OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
- CONTRACTOR IS RESPONSIBLE FOR ARRANGING ALL REQUIRED INSPECTIONS. THE PRESENCE OR ABSENCE OF A CITY OR OTHER INSPECTOR WILL NOT RELIEVE THE CONTRACTOR OF FULL RESPONSIBILITY FOR THE PROPER PERFORMANCE OF THE WORK.
- ANY CONFLICTS WITH THE DESIGN OR ANY CHANGES TO THE PLANS SHALL BE SUBMITTED TO THE DESIGN ENGINEER AND AUTHORIZED BY THE CITY BEFORE CONTINUING WITH WORK IN THAT AREA. MAJOR CHANGES SHALL REQUIRE A PLAN REVISION AND MINOR CHANGES SHALL REQUIRE A PLAN CHANGE AUTHORIZATION FROM THE CITY.
- THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL SURPLUS EXCAVATION, MATERIALS AND DEBRIS FROM THE SITE AND SHALL MAINTAIN THE SITE IN A NEAT AND ORDERLY CONDITION AT THE CONTRACTOR'S SOLE EXPENSE.
- A CALTRANS ENCROACHMENT PERMIT IS REQUIRED AND SHALL BE OBTAINED BY THE CONTRACTOR FOR ANY WORK TO BE PERFORMED WITHIN CALTRANS' RIGHT-OF-WAY.
- ALL CONSTRUCTION EQUIPMENT SHALL BE MUFFLED IN ACCORDANCE WITH CALIFORNIA STATE LAW.
- CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PROPERTIES ADJACENT TO THE WORK THROUGHOUT THE PERIOD OF CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY AND WORKER SAFETY IN ACCORDANCE WITH CALTRANS, CAL/OSHA SPECIFICATIONS AND ANY ADDITIONAL REQUIREMENTS OF THE CITY.
- CONTRACTOR SHALL POST EMERGENCY PHONE NUMBERS FOR CITY PUBLIC WORKS, POLICE DEPARTMENT, AND THE CITY OF SAN BRUNO FIRE DEPARTMENT. IN ADDITION, CONTRACTOR SHALL POST HIS/HER CONTACT INFORMATION DURING WORKING HOURS, AFTER WORKING HOURS, AND IN CASE OF AN EMERGENCY.
- CONTRACTOR SHALL COMPLY AND PRACTICE BEST MANAGEMENT PRACTICES THROUGHOUT THE PERIOD OF CONSTRUCTION.
- CONSTRUCTION EQUIPMENT SHALL NOT BE PARKED IN THE PUBLIC RIGHT-OF-WAY FOR MORE THAN 72 HOURS.



CITY OF LOS ALTOS
FREMONT AVENUE PAVEMENT REHABILITATION
 FROM GRANT ROAD TO STEVENS CREEK PROJECT TS-01056
 FEDERAL PROJECT NO. STPL-5309(019)



VICINITY MAP
NTS



LOCATION MAP
NTS

[Hatched Box] APPROXIMATE CONSTRUCTION AREA

SHEET INDEX:

| SHEET NUMBER | DESCRIPTION |
|--------------|--|
| 1 | C1.1 COVER SHEET |
| 2-3 | C2.1-C2.2 SURFACE IMPROVEMENT PLAN |
| 4-5 | C2.1A-C2.2A SURFACE IMPROVEMENT PLAN (CIR ADD ALTERNATIVE) |
| 6 | C3.1 CIVIL DETAILS |
| 7-8 | SS-1-SS-2 SIGNING AND STRIPING PLAN |
| 9 | SS-3 SIGNING AND STRIPING DETAILS |
| 10 | C4.1 BLUEPRINT FOR A CLEAN BAY |

ABBREVIATIONS

| | | | |
|------|---------------------------------|--------|--------------------------------|
| AB | AGGREGATE BASE | NTS | NOT TO SCALE |
| AC | ASPHALT CONCRETE | OD | OUTER DIAMETER |
| BTM | BOTTOM | OH | OVERHEAD UTILITY LINE |
| CIR | COLD-IN-PLACE RECYCLING | PBMH | PACIFIC BELL MANHOLE |
| DI | DRAIN INLET | PG&E | PACIFIC GAS & ELECTRIC COMPANY |
| DIA | DIAMETER | PVC | POLYVINYL CHLORIDE |
| E | ELECTRICAL, EASTING, EAST | R | RADIUS, RIGHT |
| EP | EDGE OF PAVEMENT | R.C. | RELATIVE COMPACTION |
| EX | EXISTING | RCP | REINFORCED CONCRETE PIPE |
| FH | FIRE HYDRANT | R/W | RIGHT-OF-WAY |
| FT. | FEET OR FOOT | S | SOUTH |
| G | GAS | SD | STORM DRAIN |
| HDD | HORIZONTAL DIRECTIONAL DRILLING | SDMH | STORM DRAIN MANHOLE |
| HDPE | HIGH DENSITY POLYETHYLENE PIPE | SDR | STANDARD DIMENSION RATIO |
| HP | HINGE POINT | SF | SQUARE FEET OR FOOT |
| HV | HIGH VOLTAGE | SL | STATION LINE, STREET LIGHT |
| ID | INNER DIAMETER | SNS | SET NAIL SHINER |
| IN. | INCH OR INCHES | SS | SANITARY SEWER |
| INV | INVERT | SSMH | SANITARY SEWER MANHOLE |
| JT | JOINT TRENCH | STA | STATION |
| LAT | LATERAL | STD | STANDARD |
| L | LEFT | SW | SIDEWALK |
| LF | LINEAR FEET OR FOOT | TEL | TELEPHONE, TELECOM |
| MH | MANHOLE | TYP | TYPICAL |
| MISC | MISCELLANEOUS | VCP | VITRIFIED CLAY PIPE |
| MON | MONUMENT | W | WEST |
| N | NORTHING, NORTH | W, WTR | WATER |
| | | WV | WATER VALVE |

STANDARD MITIGATION MEASURES

THE FOLLOWING IS A LIST OF STANDARD MITIGATION MEASURES THAT CITY OF LOS ALTOS HAS COMMITTED TO FOR THIS PROJECT:

- T1.a DURING CONSTRUCTION, AT LEAST ONE LANE IN EACH DIRECTION SHALL BE KEPT OPEN AT ALL TIMES.
- T2 BICYCLE AND PEDESTRIAN ACCESS WILL BE MAINTAINED AT ALL TIMES, USING SHORT SIGNED DETOURS IF NECESSARY.
- T3.b ACCESS TO PROPERTIES WILL BE MAINTAINED AT ALL TIMES, APART FROM EXTREMELY BRIEF PERIODS WHILE CONSTRUCTION WORK IS PASSING THROUGH. THESE EXCEPTIONS WILL BE MINIMIZED AS FAR AS REASONABLY PRACTICABLE.
- T4 THERE WILL BE ADVANCE NOTIFICATION OF CONSTRUCTION WORK TO THE COMMUNITY AND STAKEHOLDERS IN ACCORDANCE WITH LOCAL AGENCY PROCEDURES.
- T5 A TRAFFIC MANAGEMENT PLAN WILL BE PREPARED FOR LOCAL AGENCY REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
- T6 ALL TRAFFIC CONTROL DEVICES WILL COMPLY WITH THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- T7 CONSTRUCTION WORK WILL OCCUR OUTSIDE OF PEAK TRAVEL HOURS.
- T8 ALL LANE CONFIGURATIONS WILL BE RESTORED TO PRE-PROJECT CONDITIONS.
- N1 CONSTRUCTION ACTIVITY WILL ONLY OCCUR DURING THE CITY'S ALLOWABLE DAYTIME CONSTRUCTION HOURS.
- N3 CONSTRUCTION ACTIVITY WILL COMPLY WITH ALL APPLICABLE LOCAL NOISE ORDINANCES AND REGULATIONS.
- H1.a YELLOW PAINT OR THERMOPLASTIC IS PRESENT IN THE PROJECT AREA AND WILL BE REMOVED BY THE PROJECT. SINCE THE DATE OF INSTALLATION IS EITHER UNKNOWN, OR PRIOR TO 1977 (PAINT) OR 2006 (THERMOPLASTIC), THERE WILL BE SAMPLING FOLLOWED BY A LEAD COMPLIANCE PLAN.
- W1 BEST MANAGEMENT PRACTICES WILL BE USED TO PREVENT CONSTRUCTION-RELATED DEBRIS ENTERING DRAINAGE INLETS OR INDIRECTLY INTO ANY OTHER WATER RESOURCES.
- W2 A STORMWATER POLLUTION PREVENTION PLAN OR WATER POLLUTION CONTROL PLAN WILL BE PREPARED FOR LOCAL AGENCY REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
- B3 THERE WILL BE NO TRIMMING OR REMOVAL OF TREES OR VEGETATION.
- B5 ALL WORK WILL BE CONTAINED WITHIN THE EXISTING PAVED AREA.
- A1 IF CULTURAL MATERIALS ARE DISCOVERED DURING CONSTRUCTION, WORK SHALL BE HALTED IN THE AREA UNTIL A QUALIFIED ARCHAEOLOGIST HAS ASSESSED THE POTENTIAL DISCOVERY AND DETERMINED THE NEED FOR FURTHER ACTION.
- E1 EQUIPMENT STAGING WILL BE LEFT TO THE CONTRACTOR. THE SPECIFICATIONS WILL REQUIRE THE FOLLOWING:
 - THE STAGING AREA WILL BE LOCATED ON AN EXISTING ASPHALT OR CONCRETE SURFACE AREA. EXCAVATION BELOW THE ASPHALT OR CONCRETE WILL NOT BE PERMITTED.
 - THE STAGING AREA WILL BE INCLUDED IN THE CONTRACTOR'S SWPPP OR WPCP.
 - THE STAGING AREA WILL NOT BE LOCATED ADJACENT TO ENVIRONMENTALLY OR CULTURALLY SENSITIVE AREAS (E.G., WILDLIFE SITES, WETLANDS, ARCHAEOLOGICAL SITES)
 - THE STAGING AREA WILL NOT BE LOCATED IN A REGULATORY FLOODWAY OR WITHIN THE BASE FLOODPLAIN (100-YEAR)
 - THE STAGING AREA WILL NOT AFFECT ACCESS TO PROPERTIES OR ROADWAYS

Call Two Working Days Before You Dig



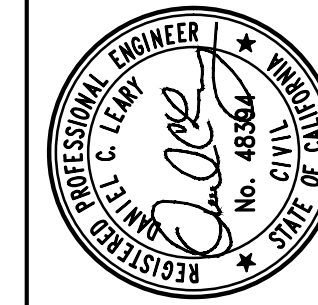
1-800-227-2600

JIM SANDOVAL, P.E.
ENGINEERING SERVICES DIRECTOR / CITY ENGINEER

BID SUBMITTAL
MARCH 15, 2021

Bellecci & Associates, inc.
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7077 Koll Center Pkwy, Suite 210 Pleasanton, CA 94566
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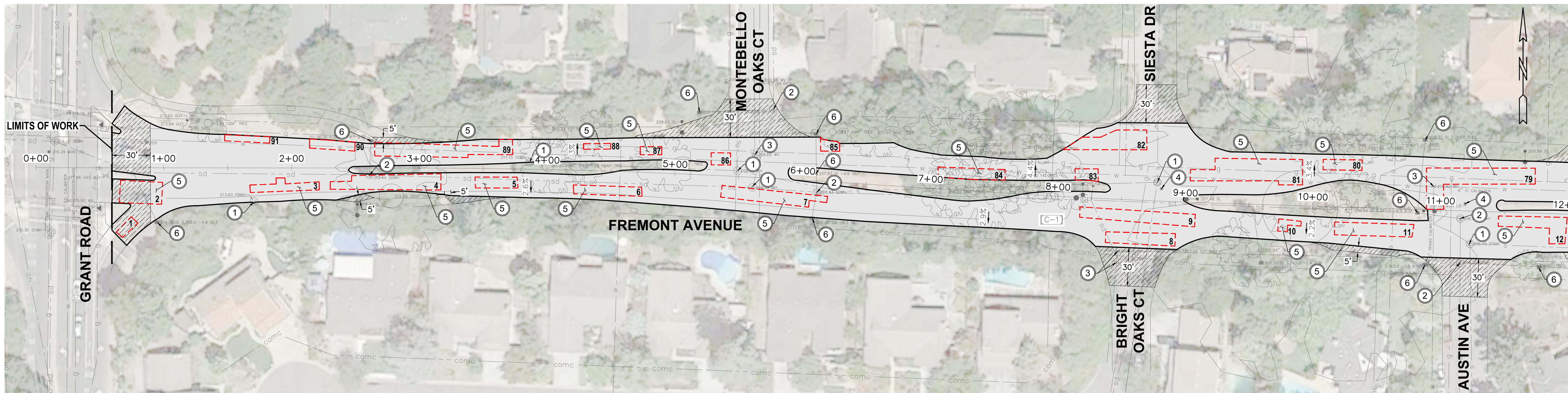
CITY OF LOS ALTOS
1 NORTH SAN ANTONIO ROAD
CALIFORNIA 94022
(650) 947-2700



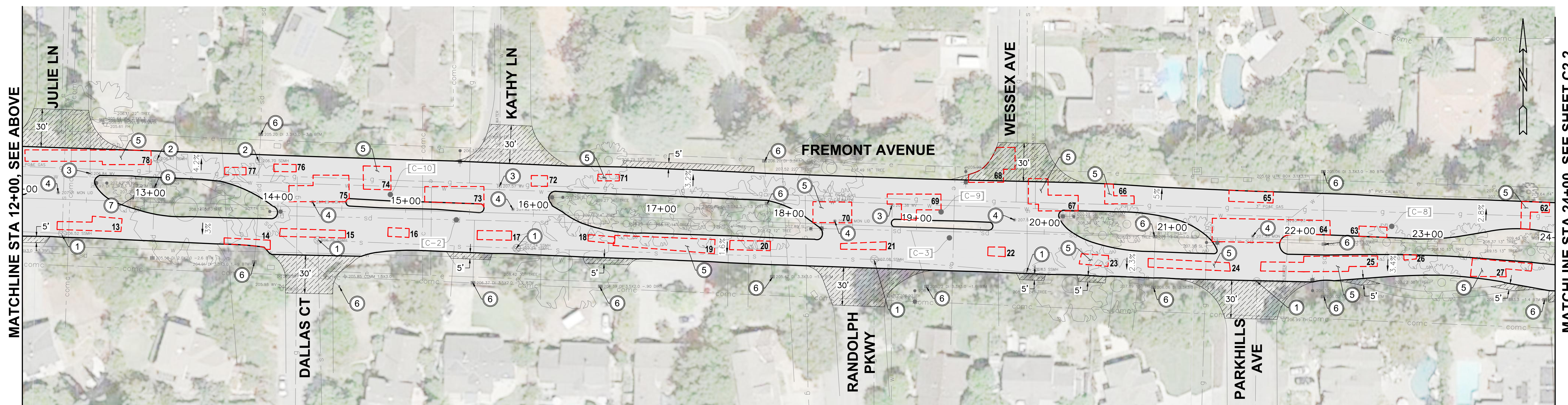
FREMONT AVENUE PAVEMENT REHABILITATION
FROM GRANT ROAD TO STEVENS CREEK PROJECT TS-01056
COVER SHEET
LOS ALTOS SANTA CLARA COUNTY CALIFORNIA

DWG NO. **C1.1**
1 OF 10
JOB NO. 19058

| NO. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
| | | | |



MATCHLINE STA 12+00, SEE BELOW



MATCHLINE STA 12+00, SEE ABOVE

MATCHLINE STA 24+00, SEE SHEET C2.2

DEMOLITION NOTES

- ① ADJUST TO GRADE SEWER MANHOLE. SEE CITY STD DETAILS SS-1, SS-3.
- ② ADJUST TO GRADE STORM DRAIN MANHOLE. SEE CITY STD DETAILS SD-1, SD-2.
- ③ ADJUST TO GRADE WATER VALVE (BY CALWATER)
- ④ ADJUST TO GRADE MONUMENT. SEE CITY STD DETAIL SU-14.
- ⑤ DIGOUT WILL REQUIRE TWO STAGES TO COMPLETE IN ORDER TO MAINTAIN 10' CLEAR ON ONE SIDE OR OTHER FOR TRAFFIC CONTROL
- ⑥ TEMPORARY DRAINAGE INLET PROTECTION PER CALTRANS STANDARD PLAN T62
- ⑦ GRIND AND OVERLAY EXISTING ASPHALT AT PEDESTRIAN REFUGE ISLAND. AT BOTH ENDS OF REFUGE ISLAND, REMOVE 5' WIDE BY 2' LONG OF EXISTING AC AND SUBBASE TO DESIGN SUBGRADE. REPLACE WITH 6" THICK CONCRETE PAD OVER 4" THICK CLASS 2 AB. INSTALL CAST IRON TRUNCATED DOMES ON CONCRETE PAD.

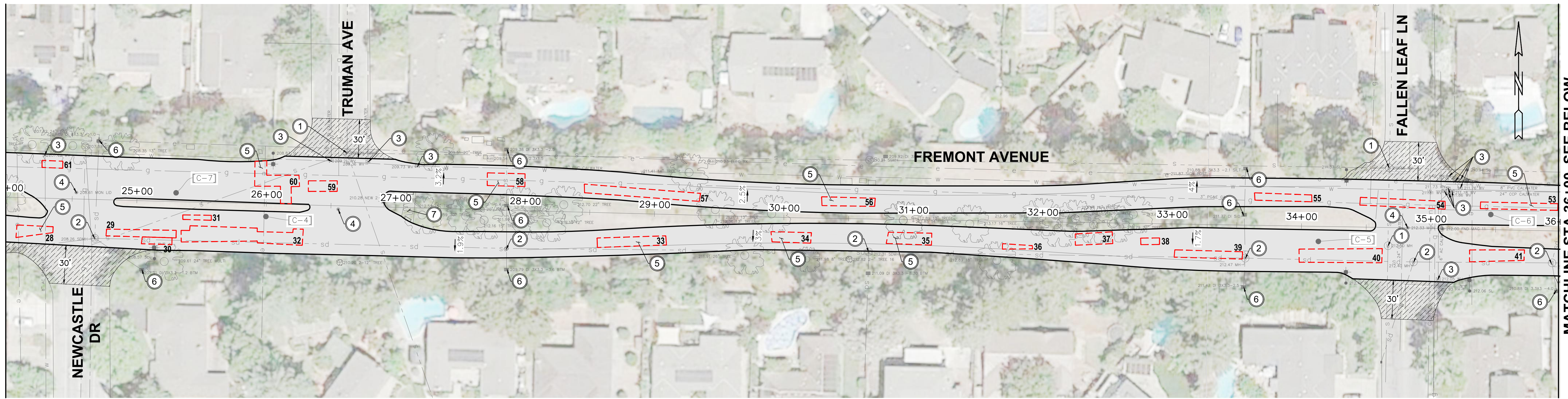
LEGEND

| | | |
|--|---|---|
| <p>1.5" AC OVERLAY</p> <p>6" AC BASE REPAIR. REFERENCE ALLOCATION QUANTITIES TABLE ON THIS SHEET. SEE DETAIL 1 ON SHEET C3.1.</p> <p>1.5' DEEP WEDGE GRIND. SEE DETAIL 4 ON SHEET C3.1</p> <p>Call Two Working Days Before You Dig!</p> | <p>[C-#] CORING LOCATIONS</p> <p>••• STREETLIGHT</p> <p>▽ FIRE HYDRANT</p> <p>⊙ SANITARY SEWER MANHOLE</p> <p>⊙ STORM DRAIN MANHOLE</p> <p>⊙ MANHOLE</p> <p>• MONUMENT</p> <p>• DRAINAGE INLET</p> <p>• WATER VALVE</p> <p>• TRAFFIC SIGNAL</p> <p>• TREE</p> | <p>--- s --- SEWER</p> <p>--- sd --- STORM</p> <p>--- w --- WATER</p> <p>--- g --- GAS</p> <p>--- oh --- OVERHEAD</p> <p>--- e --- ELECTRICAL</p> <p>--- comc --- COMCAST</p> |
|--|---|---|

AC BASE REPAIR ALLOCATION QUANTITIES

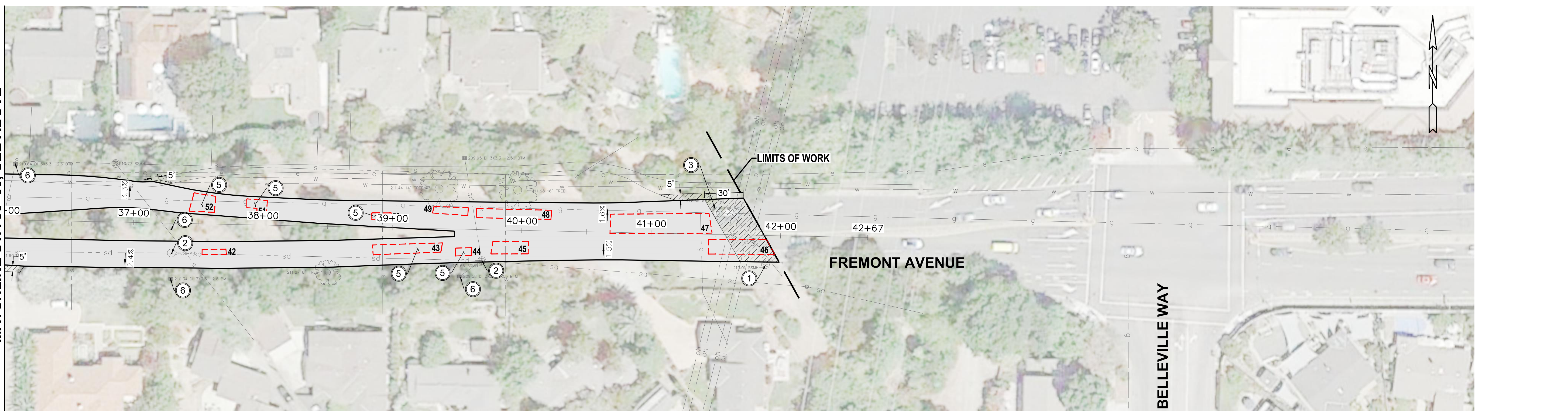
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|----------------------|-----------|----------------------|-----------|----------------------|-----------|
| 1 | 114 | 21 | 191 | 75 | 818 |
| 2 | 572 | 22 | 97 | 76 | 101 |
| 3 | 354 | 23 | 182 | 77 | 97 |
| 4 | 921 | 24 | 424 | 78 | 962 |
| 5 | 282 | 25 | 851 | 79 | 1333 |
| 6 | 377 | 26 | 36 | 80 | 247 |
| 7 | 724 | 27 | 474 | 81 | 1404 |
| 8 | 494 | 28 | 272 | 82 | 737 |
| 9 | 810 | 29 | 175 | 83 | 165 |
| 10 | 110 | 30 | 1421 | 84 | 440 |
| 11 | 608 | 31 | 303 | 85 | 123 |
| 12 | 606 | 32 | 208 | 86 | 143 |
| 13 | 424 | 33 | 636 | 87 | 107 |
| 14 | 190 | 34 | 584 | 88 | 93 |
| 15 | 308 | 35 | 560 | 89 | 1024 |
| 16 | 114 | 36 | 494 | 90 | 252 |
| 17 | 191 | 37 | 84 | 91 | 172 |
| 18 | 107 | 38 | 107 | 92 | 172 |
| 19 | 752 | 39 | 596 | 93 | 172 |
| 20 | 233 | 40 | 393 | 94 | 172 |
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MATCHLINE STA 24+00, SEE SHEET C2.1



MATCHLINE STA 36+00, SEE BELOW

MATCHLINE STA 36+00, SEE ABOVE



DEMOLITION NOTES

- ① ADJUST TO GRADE SEWER MANHOLE. SEE CITY STD DETAILS SS-1, SS-3.
- ② ADJUST TO GRADE STORM DRAIN MANHOLE. SEE CITY STD DETAILS SD-1, SD-2.
- ③ ADJUST TO GRADE WATER VALVE (BY CALWATER)
- ④ ADJUST TO GRADE MONUMENT. SEE CITY STD DETAIL SU-14.

- ⑤ DIGOUT WILL REQUIRE TWO STAGES TO COMPLETE IN ORDER TO MAINTAIN 10' CLEAR ON ONE SIDE OR OTHER FOR TRAFFIC CONTROL.
- ⑥ TEMPORARY DRAINAGE INLET PROTECTION PER CALTRANS STANDARD PLAN T62
- ⑦ GRIND AND OVERLAY EXISTING ASPHALT AT PEDESTRIAN REFUGE ISLAND. AT BOTH ENDS OF REFUGE ISLAND, REMOVE 5' WIDE BY 2' LONG OF EXISTING AC AND SUBBASE TO DESIGN SUBGRADE. REPLACE WITH 6" THICK CONCRETE PAD OVER 4" THICK CLASS 2 AB. INSTALL CAST IRON TRUNCATED DOMES ON CONCRETE PAD.

LEGEND

| | | | |
|--|---|--|------------------------|
| | 1.5" AC OVERLAY | | CORING LOCATIONS |
| | 6" AC BASE REPAIR. REFERENCE ALLOCATION QUANTITIES TABLE ON THIS SHEET. SEE DETAIL 1 ON SHEET C3.1. | | STREETLIGHT |
| | 1.5' DEEP WEDGE GRIND. SEE DETAIL 4 ON SHEET C3.1 | | FIRE HYDRANT |
| | SEWER | | SANITARY SEWER MANHOLE |
| | STORM | | STORM DRAIN MANHOLE |
| | WATER | | MANHOLE |
| | GAS | | MONUMENT |
| | OVERHEAD | | DRAINAGE INLET |
| | ELECTRICAL | | WATER VALVE |
| | COMCAST | | TRAFFIC SIGNAL |
| | | | TREE |

AC BASE REPAIR ALLOCATION QUANTITIES

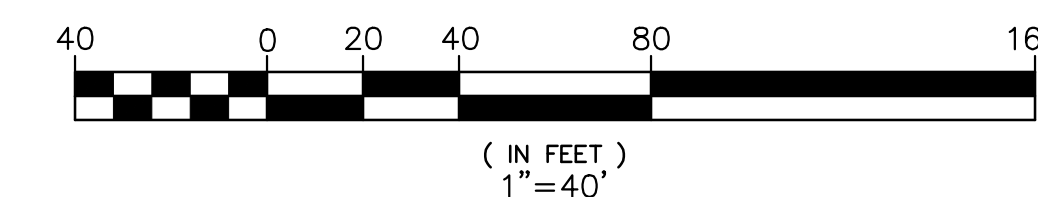
| AC PAVEMENT REPAIR # | AREA (SF) | AC PAVEMENT REPAIR # | AREA (SF) | AC PAVEMENT REPAIR # | AREA (SF) |
|----------------------|-----------|----------------------|-----------|-------------------------|---------------|
| 28 | 201 | 40 | 675 | 52 | 246 |
| 29 | 298 | 41 | 366 | 53 | 309 |
| 30 | 123 | 42 | 77 | 54 | 395 |
| 31 | 81 | 43 | 389 | 55 | 241 |
| 32 | 989 | 44 | 75 | 56 | 269 |
| 33 | 383 | 45 | 271 | 57 | 576 |
| 34 | 244 | 46 | 542 | 58 | 286 |
| 35 | 307 | 47 | 1167 | 59 | 182 |
| 36 | 77 | 48 | 409 | 60 | 506 |
| 37 | 256 | 49 | 151 | 61 | 87 |
| 38 | 73 | 50 | 81 | TOTAL THIS SHEET | 10,772 |
| 39 | 296 | 51 | 144 | | |

GENERAL NOTES

- EXISTING UTILITY LOCATIONS ARE SHOWN IN THEIR APPROXIMATE LOCATION TO THE BEST OF OUR KNOWLEDGE BASED ON RECORD INFORMATION. CONTRACTOR SHALL CONTACT USA PRIOR TO ANY CONSTRUCTION AND SHALL EXERCISE CAUTION WHILE EXCAVATING AND PERFORMING CONSTRUCTION IN THE VICINITY OF THE UNDERGROUND LINES. CONTRACTOR SHALL REPLACE AND REPAIR ANY DAMAGE TO THE EXISTING UTILITY LINES AT THE SOLE EXPENSE OF THE CONTRACTOR. SEE 2018 CALTRANS STANDARD PLANS FOR PAVEMENT TRAFFIC LINE, MARKER, & MARKING DETAILS.
- REFERENCE CURRENT CA MUTCD STANDARDS.
- TEMPORARY FALSE BOTTOM TO BE INSTALLED PRIOR TO ANY MANHOLE WORK, & REMOVED AFTER. CAD FILES TO BE PROVIDED BY ENGINEER. ACTUAL AC BASE REPAIR LOCATIONS TO BE DETERMINED BY THE ENGINEER PRIOR TO CONSTRUCTION.
- INSTALL SHOULDER BACKING ALONG RIGHT EDGE OF ASPHALT, SEE DETAIL 2 ON SHEET C3.1.
- CONTRACTOR SHALL CLEAR PAVEMENT OF DEBRIS ALONG MEDIAN EDGE. CONTRACTOR TO WALK SITE WITH CITY TO DETERMINE LOCATIONS TO RECEIVE MEDIAN SHOULDER BACKING. SEE DETAIL 3 ON SHEET C3.1
- CONTRACTOR TO PROVIDE UP TO 2500 SF OF ADDITIONAL PAVING AT LOCATIONS TO BE DETERMINED IN FIELD.

PAVEMENT CORES

| CORING # | AC THICKNESS (INCHES) |
|----------|-----------------------|
| C-4 | 12 |
| C-5 | 13 |
| C-6 | 14 |
| C-7 | 12 1/2 |

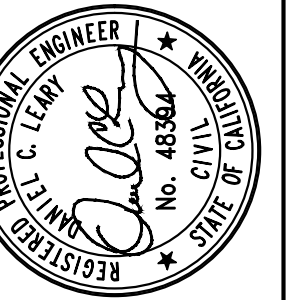


BID SUBMITTAL
MARCH 15, 2021

1-800-227-2600

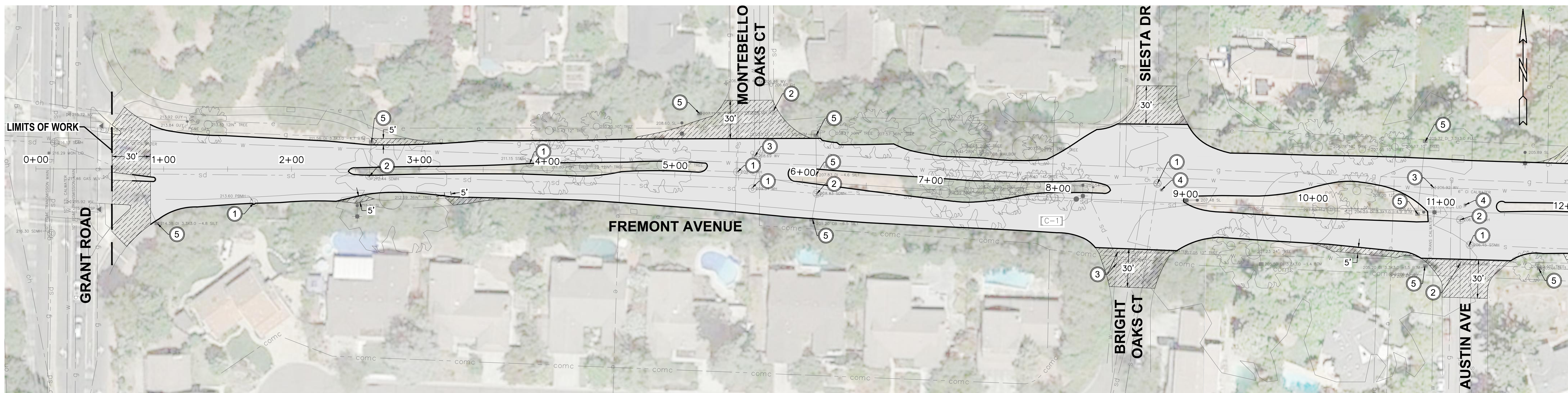
Bellecci & Associates, inc.
Civil Engineering • Land Surveying
7077 Koll Center Pkwy, Suite 210 Pleasanton, CA 94566
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CITY OF LOS ALTOS
1 NORTH SAN ANTONIO ROAD
CALIFORNIA 94022
(650) 947-2700

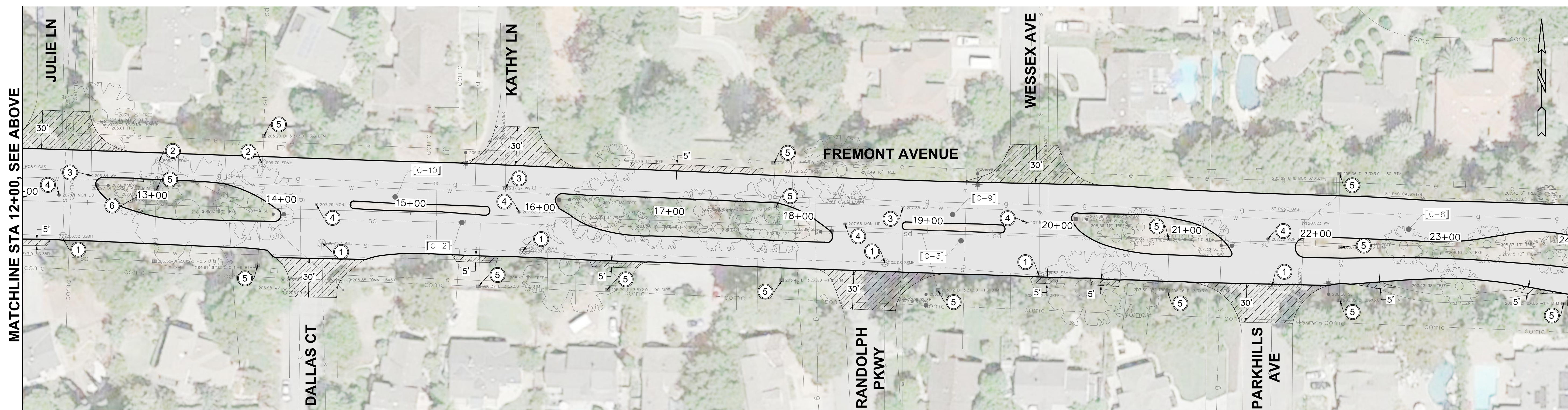


FREMONT AVENUE PAVEMENT REHABILITATION
FROM GRANT ROAD TO STEVENS CREEK PROJECT TS-01056
SURFACE IMPROVEMENT PLAN
LOS ALTOS SANTA CLARA COUNTY CALIFORNIA
DWC NO. C2.2
JOB NO. 19058
3 OF 10

| NO. | DATE | REVISIONS |
|-----|------|-----------|
| | | |
| | | |
| | | |



MATCHLINE STA 12+00, SEE BELOW



MATCHLINE STA 12+00, SEE ABOVE

MATCHLINE STA 24+00, SEE SHEET C2.2A

DEMOLITION NOTES

- ① ADJUST TO GRADE SEWER MANHOLE. SEE CITY STD DETAILS SS-1, SS-3.
- ② ADJUST TO GRADE STORM DRAIN MANHOLE. SEE CITY STD DETAILS SD-1, SD-2.
- ③ ADJUST TO GRADE WATER VALVE (BY CALWATER)
- ④ ADJUST TO GRADE MONUMENT. SEE CITY STD DETAIL SU-14.
- ⑤ TEMPORARY DRAINAGE INLET PROTECTION PER CALTRANS STANDARD PLAN T62
- ⑥ GRIND AND OVERLAY EXISTING ASPHALT AT PEDESTRIAN REFUGE ISLAND. AT BOTH ENDS OF REFUGE ISLAND, REMOVE 5' WIDE BY 2' LONG OF EXISTING AC AND SUBBASE TO DESIGN SUBGRADE. REPLACE WITH 6" THICK CONCRETE PAD OVER 4" THICK CLASS 2 AB. INSTALL CAST IRON TRUNCATED DOMES ON CONCRETE PAD.

ADD ALTERNATIVE COLD-IN-PLACE RECYCLING

AFTER RECEIVING CONSTRUCTION BIDS, CITY MAY CHOOSE TO PURSUE COLD-IN-PLACE RECYCLING INSTEAD OF SPOT RECONSTRUCTION (DIGOUTS). THE 1.5" THICK AC OVERLAY WILL BE APPLIED REGARDLESS OF PAVEMENT TREATMENT OPTION. FOR BIDDING PURPOSES, ASSUME 218,186 SF OF 3" THICK COLD-IN-PLACE RECYCLING. SEE SPECIFICATIONS ON COLD-IN-PLACE RECYCLING.

LEGEND

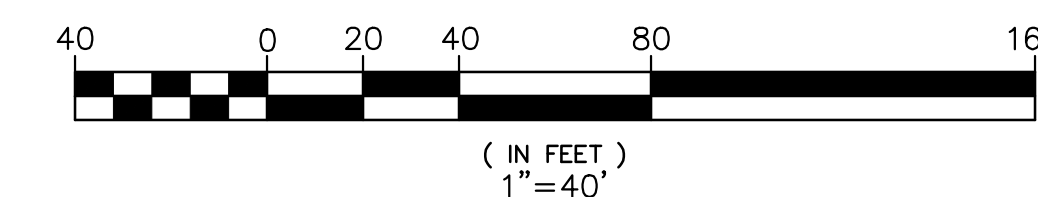
- s --- SEWER
- sd --- STORM
- w --- WATER
- g --- GAS
- oh --- OVERHEAD
- e --- ELECTRICAL
- comc --- COMCAST
- [C-#] CORING LOCATIONS
- STREETLIGHT
- ⊕ FIRE HYDRANT
- ⊙ SANITARY SEWER MANHOLE
- ⊙ STORM DRAIN MANHOLE
- ⊙ MANHOLE
- MONUMENT
- DRAINAGE INLET
- WATER VALVE
- TRAFFIC SIGNAL
- ⊙ TREE
- [Hatched Box] COLD-IN-PLACE RECYCLING AND 1.5" AC OVERLAY. SEE DETAIL 5 ON SHEET C3.1.
- [Hatched Box] 1.5" DEEP WEDGE GRIND. SEE DETAIL 4 ON SHEET C3.1.

GENERAL NOTES

1. EXISTING UTILITY LOCATIONS ARE SHOWN IN THEIR APPROXIMATE LOCATION TO THE BEST OF OUR KNOWLEDGE BASED ON RECORD INFORMATION. CONTRACTOR SHALL CONTACT USA PRIOR TO ANY CONSTRUCTION AND SHALL EXERCISE CAUTION WHILE EXCAVATING AND PERFORMING CONSTRUCTION IN THE VICINITY OF THE UNDERGROUND LINES. CONTRACTOR SHALL REPLACE AND REPAIR ANY DAMAGE TO THE EXISTING UTILITY LINES AT THE SOLE EXPENSE OF THE CONTRACTOR. SEE 2018 CALTRANS STANDARD PLANS FOR PAVEMENT TRAFFIC LINE, MARKER, & MARKING DETAILS.
2. REFERENCE CURRENT CA MUTCD STANDARDS.
3. TEMPORARY FALSE BOTTOM TO BE INSTALLED PRIOR TO ANY MANHOLE WORK, & REMOVED AFTER.
4. INSTALL SHOULDER BACKING ALONG RIGHT EDGE OF ASPHALT, SEE DETAIL 2 ON SHEET C3.1.
5. CONTRACTOR SHALL CLEAR PAVEMENT OF DEBRIS ALONG MEDIAN EDGE. CONTRACTOR TO WALK SITE WITH CITY TO DETERMINE LOCATIONS TO RECEIVE MEDIAN SHOULDER BACKING. SEE DETAIL 3 ON SHEET C3.1.

PAVEMENT CORES

| CORING # | AC THICKNESS (INCHES) |
|----------|-----------------------|
| C-1 | 8 3/4 |
| C-2 | 13 |
| C-3 | 14 |
| C-8 | 12 |
| C-9 | 10 |
| C-10 | 12 |



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MARCH 15, 2021

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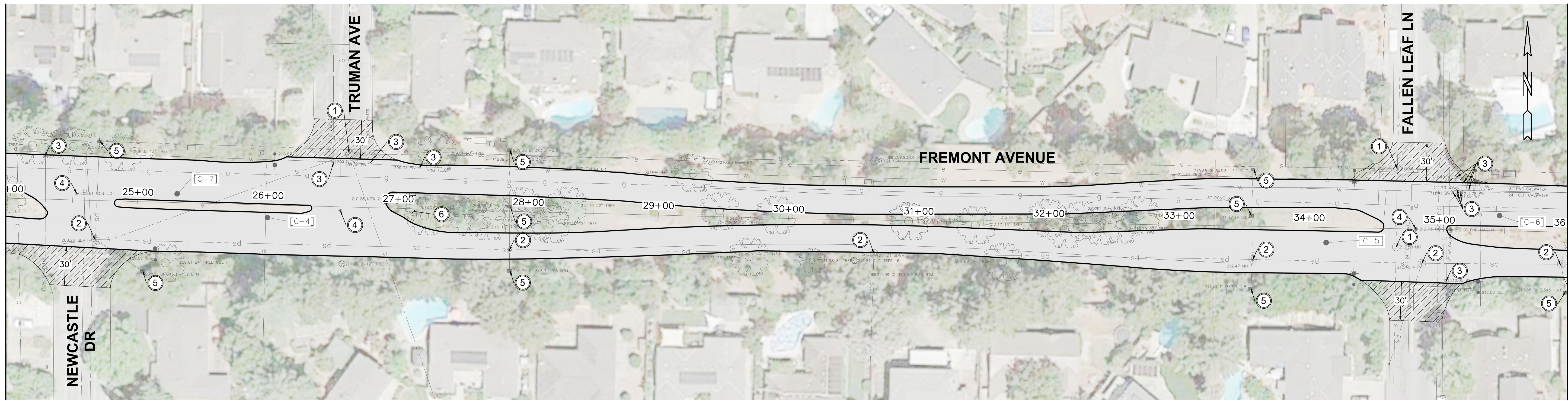
CITY OF LOS ALTOS
1 NORTH SAN ANTONIO ROAD
CALIFORNIA 94022
(650) 947-2700

REGISTERED PROFESSIONAL ENGINEER
No. 46566
Exp. 12/31/2021

FREMONT AVENUE PAVEMENT REHABILITATION FROM GRANT ROAD TO STEVENS CREEK PROJECT TS-010566
SURFACE IMPROVEMENT PLAN
(CIR ADD ALTERNATIVE)
LOS ALTOS SANTA CLARA COUNTY CALIFORNIA

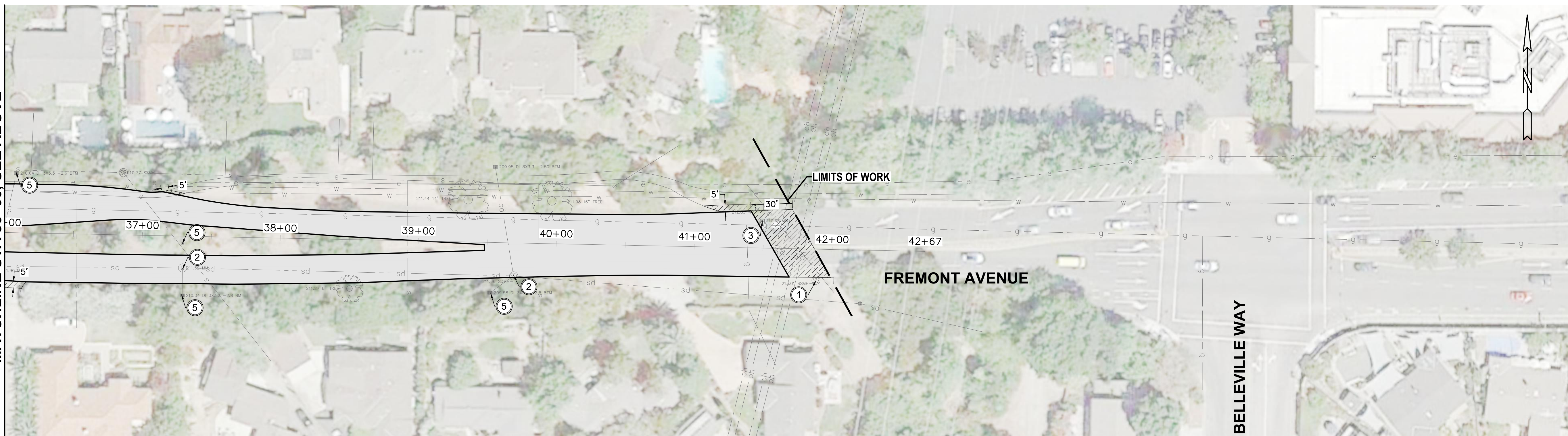
DWG NO. **C2.1A**
JOB NO. 19058
4 OF 10
REVISIONS

MATCHLINE STA 24+00, SEE SHEET C2.1A



MATCHLINE STA 36+00, SEE BELOW

MATCHLINE STA 36+00, SEE ABOVE



DEMOLITION NOTES

- ① ADJUST TO GRADE SEWER MANHOLE. SEE CITY STD DETAILS SS-1, SS-3.
- ② ADJUST TO GRADE STORM DRAIN MANHOLE. SEE CITY STD DETAILS SD-1, SD-2.
- ③ ADJUST TO GRADE WATER VALVE (BY CALWATER)
- ④ ADJUST TO GRADE MONUMENT. SEE CITY STD DETAIL SU-14.
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GRIND AND OVERLAY EXISTING ASPHALT AT PEDESTRIAN REFUGE ISLAND. AT BOTH ENDS OF REFUGE ISLAND, REMOVE 5' WIDE BY 2' LONG OF EXISTING AC AND SUBBASE TO DESIGN SUBGRADE. REPLACE WITH 6" THICK CONCRETE PAD OVER 4" THICK CLASS 2 AB. INSTALL CAST IRON TRUNCATED DOMES ON CONCRETE PAD.

ADD ALTERNATIVE COLD-IN-PLACE RECYCLING

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LEGEND

- s --- SEWER
- sd --- STORM
- w --- WATER
- g --- GAS
- oh --- OVERHEAD
- e --- ELECTRICAL
- comc --- COMCAST
- [Hatched Box] COLD-IN-PLACE RECYCLING AND 1.5" AC OVERLAY. SEE DETAIL 5 ON SHEET C3.1.
- [Solid Box] 1.5" DEEP WEDGE GRIND. SEE DETAIL 4 ON SHEET C3.1.

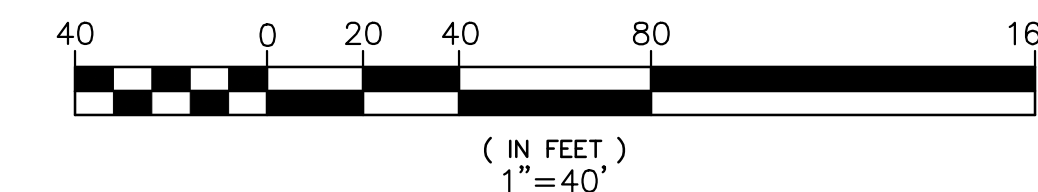
- [C-#] CORING LOCATIONS
- [Star Symbol] STREETLIGHT
- [Fire Hydrant Symbol] FIRE HYDRANT
- [Circle with S] SANITARY SEWER MANHOLE
- [Circle with SD] STORM DRAIN MANHOLE
- [Circle with M] MANHOLE
- [Circle with #] MONUMENT
- [Circle with DI] DRAINAGE INLET
- [Circle with V] WATER VALVE
- [Circle with T] TRAFFIC SIGNAL
- [Tree Symbol] TREE

GENERAL NOTES

1. EXISTING UTILITY LOCATIONS ARE SHOWN IN THEIR APPROXIMATE LOCATION TO THE BEST OF OUR KNOWLEDGE BASED ON RECORD INFORMATION. CONTRACTOR SHALL CONTACT USA PRIOR TO ANY CONSTRUCTION AND SHALL EXERCISE CAUTION WHILE EXCAVATING AND PERFORMING CONSTRUCTION IN THE VICINITY OF THE UNDERGROUND LINES. CONTRACTOR SHALL REPLACE AND REPAIR ANY DAMAGE TO THE EXISTING UTILITY LINES AT THE SOLE EXPENSE OF THE CONTRACTOR.
2. SEE 2018 CALTRANS STANDARD PLANS FOR PAVEMENT TRAFFIC LINE, MARKER, & MARKING DETAILS.
3. REFERENCE CURRENT CA MUTCD STANDARDS.
4. TEMPORARY FALSE BOTTOM TO BE INSTALLED PRIOR TO ANY MANHOLE WORK, & REMOVED AFTER.
5. CAD FILES TO BE PROVIDED BY ENGINEER.
6. INSTALL SHOULDER BACKING ALONG RIGHT EDGE OF ASPHALT, SEE DETAIL 2 ON SHEET C3.1.
7. CONTRACTOR SHALL CLEAR PAVEMENT OF DEBRIS ALONG MEDIUM EDGE. CONTRACTOR TO WALK SITE WITH CITY TO DETERMINE LOCATIONS TO RECEIVE MEDIUM SHOULDER BACKING. SEE DETAIL 3 ON SHEET C3.1.

PAVEMENT CORES

| CORING # | AC THICKNESS (INCHES) |
|----------|-----------------------|
| C-4 | 12 |
| C-5 | 13 |
| C-6 | 14 |
| C-7 | 12 1/2 |



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MARCH 15, 2021

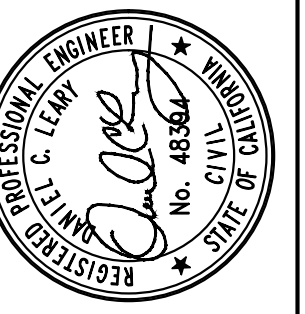
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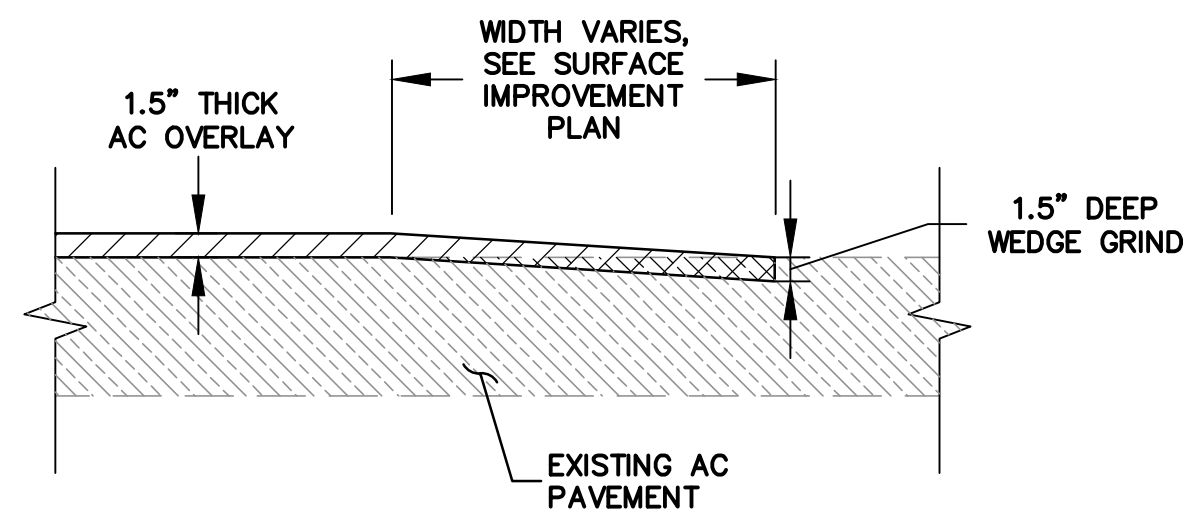
FREMONT AVENUE PAVEMENT REHABILITATION
FROM GRANT ROAD TO STEVENS CREEK PROJECT TS-01056

SURFACE IMPROVEMENT PLAN
(CIR ADD ALTERNATIVE)

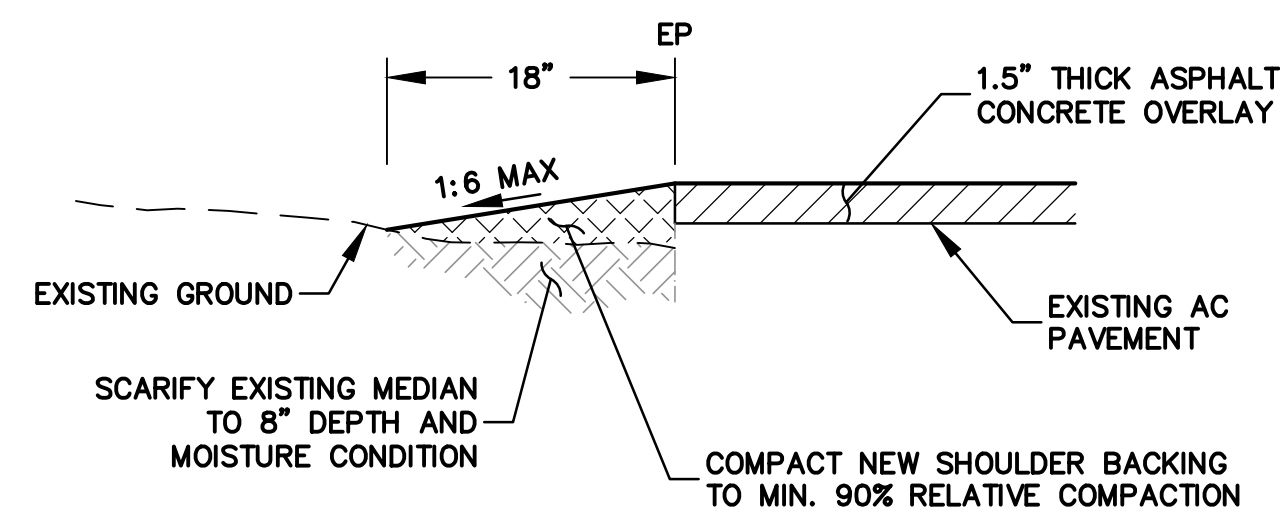
LOS ALTOS SANTA CLARA COUNTY CALIFORNIA

DWG NO. **C2.2A**
5 OF 10
JOB NO. 19058

| NO. | DATE | REVISIONS |
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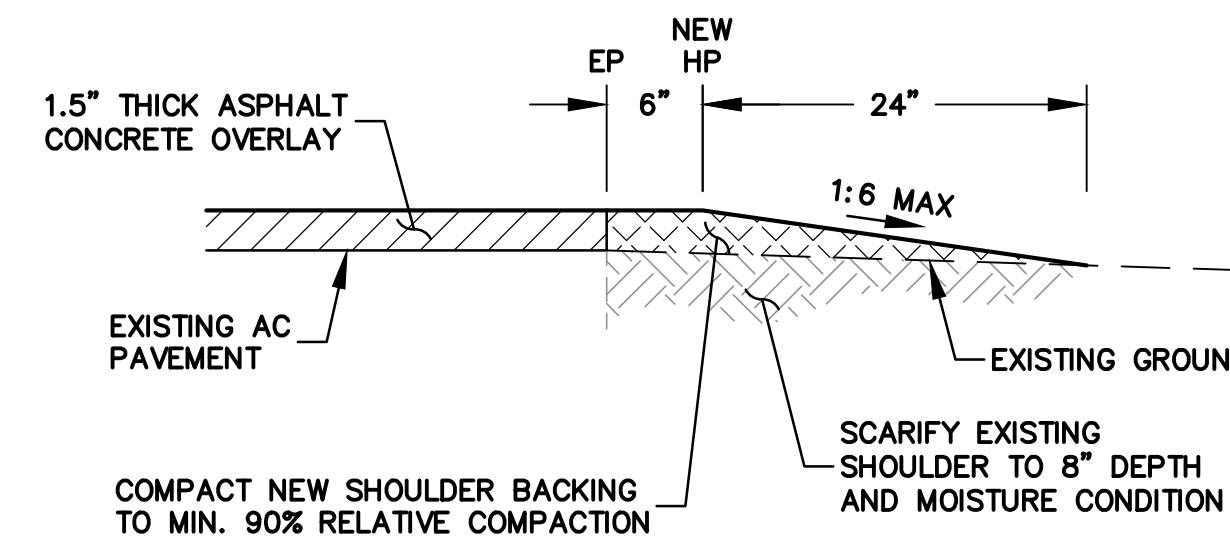


WEDGE CONFORM 4
SCALE: NTS



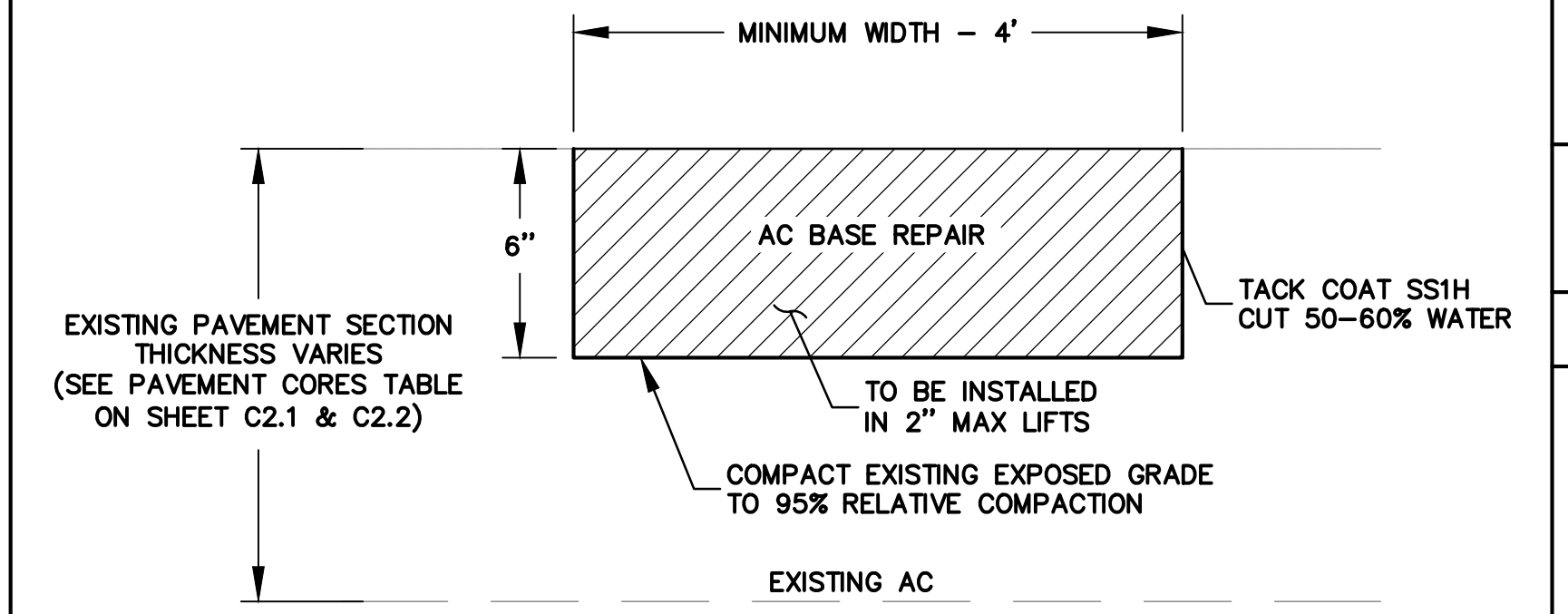
- NOTES:
1. CLEAR PAVEMENT OF DEBRIS ALONG MEDIAN EDGE.
 2. WALK SITE WITH CITY TO DETERMINE LOCATIONS TO RECEIVE MEDIAN SHOULDER BACKING.
 3. REFER TO SECTION 12 "SHOULDER BACKING" OF THE TECHNICAL PROVISIONS FOR SHOULDER BACKING MATERIAL.

SHOULDER BACKING (MEDIAN) 3
SCALE: NTS



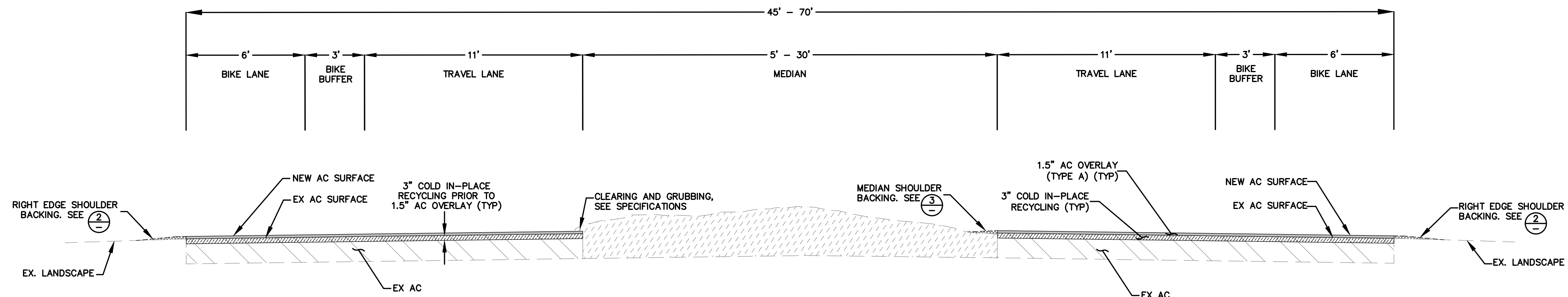
- NOTES:
1. REFER TO SECTION 12 "SHOULDER BACKING" OF THE TECHNICAL PROVISIONS FOR SHOULDER BACKING MATERIAL.

SHOULDER BACKING (RIGHT EDGE) 2
SCALE: NTS



- NOTES:
1. TREE ROOTS GREATER THAN 2-INCH DIAMETER MUST NOT BE CUT WITHOUT ARBORIST SUPERVISION.
 2. FOLLOWING GRINDER PASS, CONTRACTOR SHALL SAWCUT OR JACKHAMMER AC FOR VERTICAL EDGES.

AC BASE REPAIR DETAIL 1
SCALE: NTS

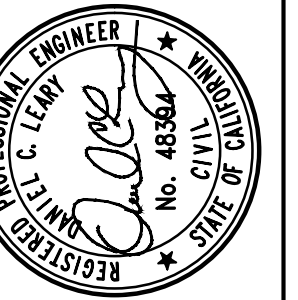


COLD-IN-PLACE RECYCLING (CIR) 5
SCALE: NTS

| NO. | DATE | BY | REVISIONS |
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| | | | |

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FREMONT AVENUE PAVEMENT REHABILITATION
FROM GRANT ROAD TO STEVENS CREEK PROJECT TS-01056
CIVIL DETAIL
SANTA CLARA COUNTY
CALIFORNIA

DWG NO. C3.1
6 OF 10
JOB NO. 19058

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MARCH 15, 2021

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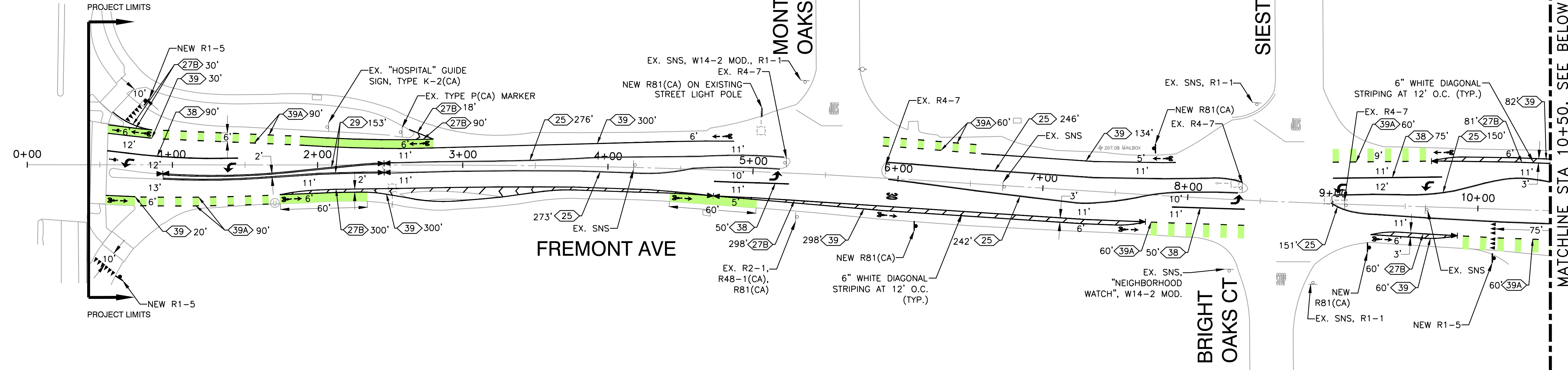


1-800-227-2600

GRANT RD

MONTEBELLO OAKS CT

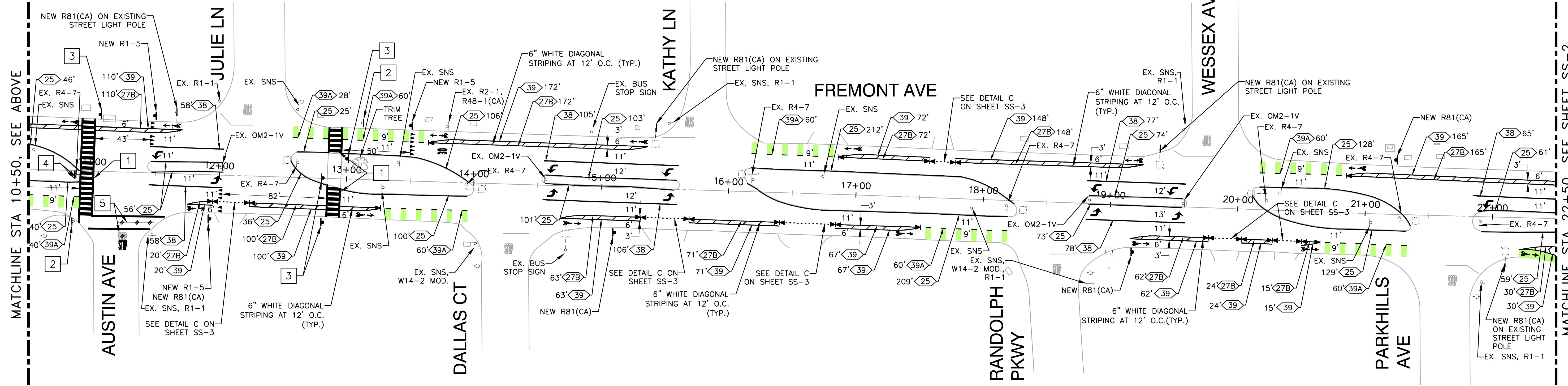
SIESTA DR



FREMONT AVE

BRIGHT OAKS CT

MATCHLINE STA 10+50, SEE BELOW



FREMONT AVE

WESEX AVE

MATCHLINE STA 22+50, SEE SHEET SS-2

GENERAL NOTES:

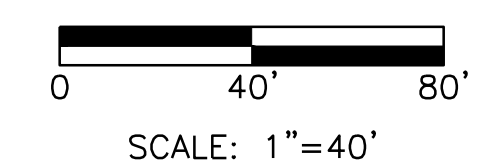
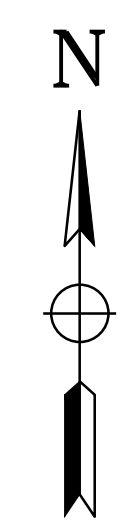
1. ALL NEW CROSSWALK SIGNS SHALL BE FLUORESCENT YELLOW-GREEN.
2. ALL EXISTING SIGNS SHALL BE PROTECTED IN PLACE UNLESS NOTED OTHERWISE.
3. ALL NEW SIGNS SHALL BE PER THE LATEST CAMUTCD STANDARDS. SEE DETAIL D ON SHEET SS-3 FOR DETAILS.

PROJECT NOTES (THIS SHEET ONLY):

1. INSTALL 12" WHITE CROSSWALK AT 11' O.C. WITH 24" LADDER STRIPING PER CALTRANS STANDARD A24F.
2. REMOVE EXISTING W11-2 SIGN. FURNISH AND INSTALL NEW W11-2 AND W16-7P SIGNS PER LATEST CAMUTCD STANDARD AND REFLECTIVE POST PANEL ON EXISTING POST PER DETAIL E ON SHEET SS-3.
3. FURNISH AND INSTALL NEW W11-2 SIGN, W16-7P SIGN, AND REFLECTIVE POST PANEL ON NEW POST PER DETAIL E ON SHEET SS-3.
4. FURNISH AND INSTALL NEW W11-2 SIGN, W66B SIGN, AND REFLECTIVE POST PANEL ON EXISTING STREET LIGHT POLE.
5. GRIND EXISTING PAVEMENT MARKING.

LEGEND:


- EXISTING FIRE HYDRANT
- ⊙ EXISTING STREET LIGHT
- ⊙ EXISTING SIGN AND POST
- ⊙ NEW SIGN AND POST
- ⊙ REMOVE EXISTING STRIPING/PAVEMENT MARKING
- ⊙ NEW YIELD LINE PAVEMENT MARKING PER CALTRANS STANDARD A24E
- ⊙ NEW BIKE LANE PAVEMENT MARKING PER CALTRANS STANDARD A24 C
- ⊙ NEW BICYCLE LOOP DETECTOR SYMBOL PER CALTRANS STANDARD A24C
- ⊙ TYPE IV PAVEMENT MARKING ARROW PER CALTRANS STANDARD A24A
- ⊙ CONFORM/CHANGE OF DETAIL
- ⊙ (XX) X' (DETAIL NUMBER PER CALTRANS STANDARD), LENGTH OF DETAIL



100% SUBMITTAL
JANUARY 15, 2021

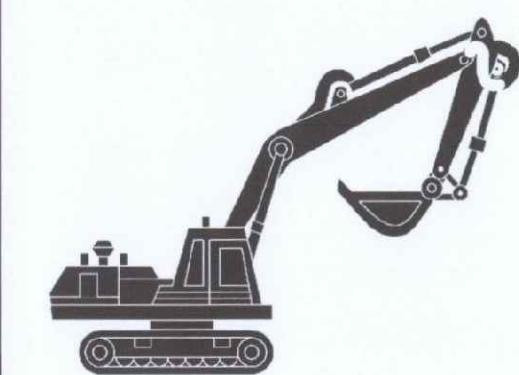


1-800-227-2600

|  <p>4305 Hacienda Drive, Suite 550 Pleasanton, CA 94588 tjm@tjkm.com</p> | | | | | | | | | |
|---|--|-----|-----------|----|-----------|--|--|--|--|
| <p>CITY OF LOS ALTOS 1 NORTH SAN ANTONIO ROAD CALIFORNIA 94022 (650) 947-2700</p> | <p>LOS ALTOS SANTA CLARA COUNTY CALIFORNIA</p> | | | | | | | | |
| <p>FREMONT AVENUE PAVEMENT REHABILITATION FROM GRANT ROAD TO STEVENS CREEK PROJECT TS-01056</p> | <p>SIGNING AND STRIPING PLAN</p> | | | | | | | | |
| <p>DWG NO. SS-1 7 OF 10 JOB NO. 19058</p> | <p>REVISIONS</p> <table border="1"> <tr><th>NO.</th><th>DATE</th><th>BY</th><th>REVISIONS</th></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table> | NO. | DATE | BY | REVISIONS | | | | |
| NO. | DATE | BY | REVISIONS | | | | | | |
| | | | | | | | | | |

Heavy Equipment Operation

Best Management Practices for the Construction Industry



Best Management Practices for the

- Vehicle and equipment operators
- Site supervisors
- General contractors
- Home builders
- Developers

Doing The Job Right

Site Planning and Preventive Vehicle Maintenance

- Maintain all vehicles and heavy equipment. Inspect frequently for and repair leaks.
- Perform major maintenance, repair jobs, and vehicle and equipment washing off site where cleanup is easier.
- If you must drain and replace motor oil, radiator coolant, or other fluids on site, use drip pans or drop cloths to catch drips and spills. Collect all spent fluids, store in separate containers, and properly dispose as hazardous waste (recycle whenever possible).
- Do not use diesel oil to lubricate equipment parts, or clean equipment. Use only water for any onsite cleaning.
- Cover exposed fifth wheel hitch and other oily or greasy equipment during rain events.

Storm Water Pollution from Heavy Equipment on Construction Sites

Poorly maintained vehicles and heavy equipment that leak fuel, oil, antifreeze or other fluids on the construction site are common sources of storm drain pollution. Prevent spills and leaks by inspecting equipment from runoff channels, and by watching for leaks and other maintenance problems. Remove construction equipment from the site as soon as possible.

Spill Cleanup

- Clean up spills immediately when they happen.
- Never hose down "dirty" pavement or impermeable surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags) whenever possible and properly dispose of absorbent materials.
- Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water, or bury them.
- Use as little water as possible for dust control. Ensure water used doesn't leave silt or discharge to storm drains.
- Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- Report significant spills to the appropriate local spill response agencies immediately.
- If the spill poses a significant hazard to human health and safety, property or the environment, you must also report it to the State Office of Emergency Services.

Roadwork and Paving

Best Management Practices for the Construction Industry



Best Management Practices for the

- Road crews
- Driveway/sidewalk/parking lot construction crews
- Seal coat contractors
- Operators of grading equipment, paving machines, dump trucks, concrete mixers
- Construction inspectors
- General contractors
- Home builders
- Developers

Doing The Job Right

General Business Practices

- Develop and implement erosion/sediment control plans for roadway embankments.
- Schedule excavation and grading work during dry weather.
- Check for and repair leaking equipment.
- Perform major equipment repairs at designated areas in your maintenance yard, where cleanup is easier. Avoid performing equipment repairs at construction sites.
- When refueling or when vehicle/equipment maintenance must be done on site, designate a location away from storm drains and creeks.
- Do not use diesel oil to lubricate equipment parts or clean equipment.
- Recycle used oil, concrete, broken asphalt, etc. whenever possible, or dispose of properly.

During Construction

- Avoid paving and seal coating in wet weather, or when rain is forecast, to prevent fresh materials from contacting stormwater runoff.
- Cover and seal catch basins and manholes when applying seal coat, surry seal, fog seal, or similar materials.
- Protect drainage ways by using earth dikes, sand bags, or other controls to divert or trap and filter runoff.

Storm Drain Pollution from Roadwork

Road paving, surfacing and pavement removal happen right in the places where there are numerous opportunities for asphalt, saw-cut slurry, or excavated material to illegally enter storm drains. Extra planning is required to store and dispose of materials properly and guard against pollution of storm drains, creeks, and the Bay.

Doing The Job Right

General Business Practices

- Never wash excess material from exposed aggregate concrete or similar treatments into a street or storm drain. Collect and recycle, or dispose to dirt area.
- Cover stockpiles (asphalt, sand, etc.) and other construction materials with plastic tarp. Protect from rainfall and prevent runoff with temporary roofs or plastic sheets and berms.
- Park paving machines over drip pans or absorbent material (cloth, rags, etc.) to catch drips when not in use.
- Clean up all spills and leaks using "dry" methods with absorbent materials (and/or rags), or dig up, remove, and properly dispose of contaminated soil.
- Collect and recycle or appropriately dispose of excess abrasive gravel or sand.
- Avoid over-application by water trucks for dust control.

Asphalt/Concrete Removal

- Avoid creating excess dust when breaking asphalt or concrete.
- After breaking up old pavement, be sure to remove all chunks and pieces. Make sure broken pavement does not come in contact with rainfall or runoff.
- When making saw cuts, use as little water as possible. Shovel or vacuum saw-cut slurry and remove from the site. Cover or protect storm drain inlets during saw-cutting. Sweep up, and properly dispose of, all residues.
- Sweep, never hose down streets to clean up tracked dirt. Use a street sweeper or vacuum truck. Do not dump vacuumed liquor in storm drains.

Fresh Concrete and Mortar Application

Best Management Practices for the Construction Industry



Best Management Practices for the

- Masons and bricklayers
- Sidewalk construction crews
- Patio construction workers
- Construction inspectors
- General contractors
- Home builders
- Developers
- Concrete delivery/pumping workers

Doing The Job Right

General Business Practices

- Wash out concrete mixers only in designated wash-out areas in your yard, away from storm drains and waterways, where the water will flow into a temporary waste pit in a dirt area. Let water percolate through soil and dispose of settled, hardened concrete as garbage. Whenever possible, recycle washout by pumping back into mixers for reuse.
- Wash out chutes onto dirt areas at site that do not flow to streets or drains.
- Always store both dry and wet materials under cover, protected from rainfall and runoff and away from storm drains or waterways. Protect dry materials from wind.
- Secure bags of cement after they are open. Be sure to keep wind-blown cement powder away from streets, gutters, storm drains, rainfall, and runoff.
- Do not use diesel fuel as a lubricant on concrete forms, tools, or trailers.

Storm Drain Pollution from Fresh Concrete and Mortar Applications

Fresh concrete and cement-related mortars that wash into lakes, streams, or estuaries are toxic to fish and the aquatic environment. Disposing of these materials to the storm drains or creeks can block storm drains, causes serious problems, and is prohibited by law.

During Construction

- Don't mix up more fresh concrete or cement than you will use in a two-hour period.
- Set up and operate small mixers on tarps or heavy plastic drop cloths.
- When cleaning up after driveway or sidewalk construction, wash fines onto dirt areas, not down the driveway or into the street or storm drain.
- Protect applications of fresh concrete and mortar from rainfall and runoff until the material has dried.
- Wash down exposed aggregate concrete only when the wash water can (1) flow onto a dirt area, (2) drain onto a bermed surface from which it can be pumped and disposed of properly, or (3) be vacuumed from a catchment created by blocking a storm drain inlet. If necessary, divert runoff with temporary berms. Make sure runoff does not reach gutters or storm drains.
- When breaking up pavement, be sure to pick up all the pieces and dispose of properly. Recycle large chunks of broken concrete at a landfill.
- Never bury waste material. Dispose of small amounts of excess dry concrete, grout, and mortar in the trash.
- Never dispose of washout into the street, storm drains, drainage ditches, or streams.

Preventing Pollution: It's Up to Us

In the Santa Clara Valley, storm drains transport water directly to local creeks and San Francisco Bay without treatment. Storm water pollution is a serious problem for wildlife dependent on our waterways and for the people who live near polluted streams or bay lands. Some common sources of this pollution include spilled oil, fuel, and fluids from vehicles and heavy equipment; construction debris; sediment created by erosion; landscaping runoff containing pesticides or weed killers; and materials such as used motor oil, antifreeze, and paint products that people pour or spill into a street or storm drain.

Thirteen valley municipalities have joined together with Santa Clara County and the Santa Clara Valley Water District to educate local residents and businesses and fight storm water pollution. TO comply with this program, contractors most comply with the practices described in this drawing sheet.

Spill Response Agencies

DIAL 9-1-1
State Office of Emergency Services Warning Center (24 hours): 800-852-7650
Santa Clara County Environmental Health Services: (408) 299-6930

Local Pollution Control Agencies

County of Santa Clara Pollution Prevention Program: (408) 441-1195
County of Santa Clara Integrated Waste Management Program: (408) 441-1198
County of Santa Clara District Attorney Environmental Crimes Hotline: (408) 299-TIPS

Santa Clara County Recycling Hotline: 1-800-533-8414
Santa Clara Valley Water District: (408) 265-2600
Santa Clara Valley Water District Pollution Hotline: 1-888-510-5151
Regional Water Quality Control Board San Francisco Bay Region: (510) 622-2300
Palo Alto Regional Water Quality Control Plant: (650) 329-2598
Serving East Palo Alto Sanitary District, Los Altos, Los Altos Hills, Mountain View, Palo Alto, Stanford

City of Los Altos

Building Department: (650) 947-2752
Engineering Department: (650) 947-2780

Landscaping, Gardening, and Pool Maintenance

Best Management Practices for the Construction Industry



Best Management Practices for the

- Landscapers
- Gardeners
- Swimming pool/spa service and repair workers
- General contractors
- Home builders
- Developers
- Homeowners

Doing The Right Job

General Business Practices

- Protect stockpiles and landscaping materials from wind and rain by storing them under tarps or secured plastic sheeting.
- Store pesticides, fertilizers, and other chemicals indoors or in a shed or storage cabinet.
- Schedule grading and excavation projects during the wet weather.
- Use temporary check dams or ditches to divert runoff away from storm drains.
- Protect storm drains with sandbags or other sediment controls.
- Re-vegetation is an excellent form of erosion control for any site.

Landscaping/Garden Maintenance

- Use pesticides sparingly, according to instructions on the label. Rinse empty containers, and use rinse water as product. Dispose of rinsed, empty containers in the trash. Dispose of unused pesticides as hazardous waste.
- Collect lawn and garden clippings, pruning waste, and tree trimmings. Chip if necessary, and compost.
- In communities with curbside pick-up of yard waste, place lawn and garden waste at the curb in approved bags or containers. Or, take to a landfill that composts yard waste. No curbside pick-up of yard waste is available for commercial properties.

Storm Drain Pollution from Landscaping and Swimming Pool Maintenance

Many landscaping activities expose soils and increase the likelihood that earth and garden chemicals will run off into the storm drains during irrigation or when it rains. Swimming pool water containing chlorine and copper-based algaecides should never be discharged to storm drains. These chemicals are toxic to aquatic life.

Doing The Right Job

General Business Practices

- Do not blow or rake leaves, etc. into the street, or place yard waste in gutters or on dirt shoulders, unless you are piling them for recycling (allowed by San Jose and unincorporated County only). Sweep up any leaves, litter or residue in gutters or on street.
- In San Jose, leave yard waste for curbside recycling pickup in piles in the street, 18 inches high, and completely out of the flow line to any storm drain.

Pool/Fountain/Spa Maintenance

Draining Pools Or Spas

- When it's time to drain a pool, spa, or fountain, please be sure to call your local wastewater treatment plant before you start for further guidance on flow rate restrictions, backflow prevention, and handling special cleaning waste (such as acid wash). Discharge flows shall not exceed 100 gallon per minute.
- Never discharge pool or spa water to a street or storm drain; discharge to a sanitary sewer instead.
- If possible, when emptying a pool or spa, let chlorine dissipate for a few days and then discharge water by draining it appropriately onto a landscaped area.
- Do not use copper-based algaecides. Control algae with chlorine or other alternatives, such as sodium bromide.

Filter Cleaning

- Never clean a filter in the street or near a storm drain. Rinse cartridge and diatomaceous earth filters onto a dirt area, and spend filter residue into soil. Dispose of spent diatomaceous earth in the garbage.
- If there is no suitable dirt area, call your local wastewater treatment plant for instructions on discharging filter backwash or rinse water to the sanitary sewer.

Painting and Application of Solvents and Adhesives

Best Management Practices for the Construction Industry



Best Management Practices for the

- Homeowners
- Painters
- Paperhangers
- Plasterers
- Dry wall crews
- Floor covering installers
- General contractors
- Home builders
- Developers

Doing The Job Right

Handling Paint Products

- Keep all liquid paint products and wastes away from the gutter, street, and storm drains. Liquid residues from paints, thinners, solvents, glues, and cleaning fluids are hazardous wastes and must be disposed of at a hazardous waste collection facility (contact your local stormwater program listed on the back of this brochure).
- When thoroughly dry, empty paint cans, used brushes, rags, and drop cloths may be disposed of as garbage in a sanitary landfill. Empty, dry paint cans also may be recycled as metal.
- Wash water from painted buildings constructed before 1978 can contain high amounts of lead, even if paint chips are not present. Before you begin stripping paint or cleaning pre-1978 building exteriors with water under high pressure, test paint for lead by taking paint scrapings to a local laboratory. See Yellow Pages for a state-certified laboratory.
- If there is loose paint on the building, or if the paint tests positive for lead, block storm drains. Check with the wastewater treatment plant to determine whether you may discharge water to the sanitary sewer, or if you must send it offsite for disposal as hazardous waste.

Paint Removal

- Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury or tributyl tin must be disposed of as hazardous wastes. Lead-based paint removal requires a state-certified contractor.
- When stripping or cleaning building exteriors with high-pressure water, block storm drains. Direct wash water onto a dirt area and spade into soil. Or, check with the local wastewater treatment authority to find out if you can collect (trap or vacuum) building cleaning water and dispose to the sanitary sewer. Sampling of the water may be required to assist the wastewater treatment authority in making its decision.

Recycle/Reuse Leftover Paints Whenever Possible

- Recycle or donate excess water-based (latex) paint, or return to supplier.
- Reuse leftover oil-based paint. Dispose of non-recyclable thinners, sludge and unwanted paint, as hazardous waste.
- Unopened cans of paint may be able to be returned to the paint vendor. Check with the vendor regarding its "buy-back" policy.

Doing The Job Right

Painting Cleanup

- Never clean brushes or rinse paint containers into a street, gutter, storm drain, French drain, or stream.
- For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
- For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids and residue as hazardous waste.

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Doing The Job Right

General Business Practices

- Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
- Schedule excavation and grading work during dry weather.
- Perform major equipment repairs away from the job site.
- When refueling or vehicle/equipment maintenance must be done on site, designate a location away from storm drains.
- Do not use diesel oil to lubricate equipment parts, or clean equipment.

Practices During Construction

- Remove existing vegetation only when absolutely necessary. Plant temporary vegetation for erosion control on slopes or where construction is not immediately planned.
- Protect down slope drainage courses, streams, and storm drains with wattles, or temporary drainage swales. Use check dams or ditches to divert runoff around excavations. Refer to the Regional Water Quality Control Board's Erosion and Sediment Control Field Manual for proper erosion and sediment control measures.

Storm Drain Pollution from Earth-Moving Activities and Dewatering

Soil excavation and grading operations loosen large amounts of soil that can flow or blow into storm drains when handled improperly. Sediments in runoff can clog storm drains, smother aquatic life, and destroy habitats in creeks and the Bay. Effective erosion control practices reduce the amount of runoff crossing a site and slow the flow with check dams or roughened ground surfaces.

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Practices During Construction

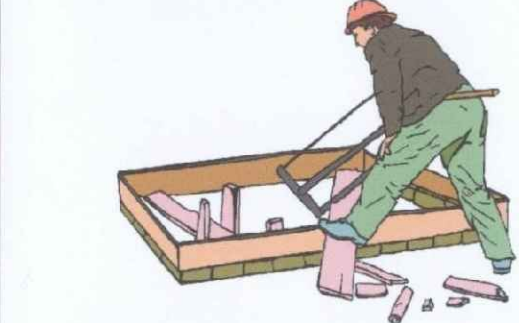
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General Construction And Site Supervision

Best Management Practices For Construction



Best Management Practices for the

- General contractors
- Site supervisors
- Inspectors
- Home builders
- Developers

Storm Drain Pollution from Construction Activities

Construction sites are common sources of storm water pollution. Materials and wastes that blow or wash into a storm drain, gutter, or street have a direct impact on local creeks and the Bay. As a contractor, or site supervisor, owner or operator of a site, you may be responsible for any environmental damage caused by your subcontractors or employees.

Doing The Job Right

General Principles

- Keep an orderly site and ensure good housekeeping practices are used.
- Maintain equipment properly.
- Cover materials when they are not in use.
- Keep materials away from streets, storm drains and drainage channels.
- Ensure dust control water doesn't leave site or discharge to storm drains.

Advance Planning To Prevent Pollution

- Schedule excavation and grading activities for dry weather periods. To reduce soil erosion, plant temporary vegetation or place other erosion controls before rain begins. Use the Erosion and Sediment Control Manual, available from the Regional Water Quality Control Board, as a reference.
- Control the amount of runoff crossing your site (especially during excavation) by using berms or temporary or permanent drainage ditches to divert water flow around the site. Reduce storm water runoff velocities by constructing temporary check dams or berms where appropriate.
- Train your employees and subcontractors. Make these best management practices available to everyone who works on the construction site. Inform subcontractors about the storm water requirements and their own responsibilities.

Good Housekeeping Practices

- Designate one area of the site for auto parking, vehicle refueling, and routine equipment maintenance. The designated area should be well away from streams or storm drain inlets, berms if necessary. Make major repairs off site.
- Keep materials out of the rain - prevent runoff contamination at the source. Cover exposed piles of soil or construction materials with plastic sheeting or temporary roofs. Before it rains, sweep and remove materials from surfaces that drain to storm drains, creeks, or channels.
- Keep pollutants off exposed surfaces. Place trashcans and recycling receptacles around the site to minimize litter.

Doing The Job Right

General Business Practices

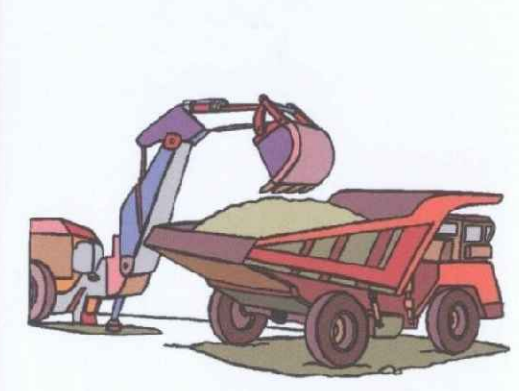
- Clean up leaks, drips and other spills immediately so they do not contaminate soil or groundwater or leave residue on paved surfaces. Use dry cleanup methods whenever possible. If you must use water, use just enough to keep the dust down.
- Cover and maintain dumpsters. Check frequently for leaks. Place dumpsters under roofs or cover with tarps or plastic sheeting secured around the outside of the dumpster. Never clean out a dumpster by hosing it down on the construction site.
- Set portable toilets away from storm drains. Make sure portable toilets are in good working order. Check frequently for leaks.

Materials/Waste Handling

- Practice Source Reduction - minimize waste when you order materials. Order only the amount you need to finish the job.
- Use recyclable materials whenever possible. Arrange for pick-up of recyclable materials such as concrete, asphalt, scrap metal, solvents, degreasers, cleaned vegetation, paper, rock, and vehicle maintenance materials such as used oil, antifreeze, batteries, and tires.
- Dispose of all wastes properly. Many construction materials and wastes, including solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and cleared vegetation can be recycled. Materials that cannot be recycled must be taken to an appropriate landfill or disposed of as hazardous waste. Never bury waste materials or leave them in the street or near a creek or stream bed.
- In addition to local building permits, you will need to obtain coverage under the State's General Construction Activity Storm Water Permit if your construction site disturbs one acre or more. Obtain information from the Regional Water Quality Control Board.

Earth-Moving And Dewatering Activities

Best Management Practices for the Construction Industry



Best Management Practices for the

- Bulldozer, back hoe, and grading machine operators
- Dump truck drivers
- Site supervisors
- General contractors
- Home builders
- Developers

Doing The Job Right

General Business Practices

- Schedule excavation and grading work during dry weather.
- Perform major equipment repairs away from the job site.
- When refueling or vehicle/equipment maintenance must be done on site, designate a location away from storm drains.
- Do not use diesel oil to lubricate equipment parts, or clean equipment.

Practices During Construction

- Remove existing vegetation only when absolutely necessary. Plant temporary vegetation for erosion control on slopes or where construction is not immediately planned.
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- When refueling or vehicle/equipment maintenance must be done on site, designate a location away from storm drains.
- Do not use diesel oil to lubricate equipment parts, or clean equipment.

Practices During Construction

- Remove existing vegetation only when absolutely necessary. Plant

CITY OF LOS ALTOS
FREMONT AVENUE PAVEMENT REHABILITATION
FEDERAL PROJECT NO. STPL-5309(019)
PROJECT TS01056
BID OPENING

April 28, 2021 2:00 PM

Virtual Bid Opening via Ring Central Conference Call

| CONTRACTOR | TOTAL BASE BID | TOTAL ADD ALT Bid | TOTAL BID* |
|-----------------------------|-----------------------|--------------------------|-------------------|
| Interstate Grading & Paving | \$ 1,132,194.40 | \$ 339,398.35 | \$ 1,471,592.75 |
| Teichert & Son | \$ 1,060,088.50 | \$ 416,497.80 | \$1,476,586.30 |
| Radius Earthwork | \$ 1,117,871.40 | \$ 397,828.60 | \$ 1,515,700.00 |
| O'Grady Paving | \$1,064,588.50 | \$ 490,064.10 | \$ 1,554,652.60 |
| G. Bortolotto & Co | \$ 1,250,906.95 | \$ 397,853.60 | \$ 1,648,760.55 |
| Granite Construction | \$ 1,342,049.66 | \$ 371,032.66 | \$ 1,713,082.32 |

**Lowest bid based on TOTAL BID.*



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

M E M O R A N D U M

MEETING DATE: June 22, 2021

TO: City Council

FROM: Gaku Watanabe, Assistant Civil Engineer

SUBJECT: Agenda Item #5 - Construction Contract Award:
Fremont Avenue Pavement Rehabilitation, Project TS-01056

Shortly after the posting of Notice of Intent to Award the Fremont Avenue Pavement Rehabilitation Project to Interstate Grading & Paving, the City Clerk's office received a bid protest letter from Teichert Construction, the second lowest bidder, on June 8, 2021. The Protest letter from Teichert Construction is attached to this memo as Exhibit A. Interstate Grading and Paving submitted their response to the protest letter on June 10, 2021, attached to this memo as Exhibit B.

City staff responded to the protest per City's bid protest procedure on June 17, 2021, attached to this memo as Exhibit C, concluding the bid protest with the decision to proceed with Interstate Grading and Paving as the lowest responsive bidder for Construction Contract Award at the City Council Meeting of June 22, 2021. The City's bid protest procedure, Resolution 2015-36, is attached as Exhibit D.



6/7/2021

Gaku Watanabe
Assistant Engineer
City of Los Altos
Engineering Services Department
1 North San Antonio Rd.
Los Altos, CA 94022-3087
Phone: (650) 947-2780
Fax: (650) 947-2732

RE: Fremont Avenue Rehabilitation Projects
Project No. TS01056, Federal Project No. STPL-5309(019)
Bid Opening: April 28, 2021

Subject: Bid Protest of Apparent Low Bidder, Interstate Grading & Paving Inc.

Dear Mr. Watanabe,

Please consider this letter as A. Teichert & Son, Inc. dba Teichert Construction's (Teichert) formal protest of the bid submitted by Interstate Grading & Paving Inc.(Interstate), the apparent low bidder for City Project Number TS01056. The basis for this protest is as follows.

1. Instructions to Bidders (Attachment L), reads as follows:

A Bid proposal must reach the DBE participation goal of 17% based on the total bid amount.

Item 11 in the Notice to Contractors says that the contract shall be award to the lowest responsive, responsible Bidder on the basis of the Total Bid. This statement establishes that the DBE participation goal of 17% shall be applied to the Total Bid. Interstate's Total Bid was \$1,471,592.75. Interstate committed \$194,925 to their DBE vendors, amounting to a 13.24% of their total bid. Per Public Contract Code 20103.8, a local agency must state how the contract is to be awarded (Item 11 in the NTC).

The Attachment L submitted by Interstate Grading & Paving Inc did not reach the DBE participation goal as it was only 13.24%.

2. Instructions to Bidders (Attachment M), reads as follows:

The City of Los Altos established a DBE goal of 17% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

The Attachment M submitted by Interstate Grading & Paving Inc failed to include any information on the attached sheets. All lines were left blank, and a note was written on top with "goals met". Section 2-1.02 of the projects Federal Provisions states that the bidder must submit the good faith efforts documentation within the specified time to protect their eligibility for award of the contract in the event the DBE goal has not been met. Exhibit 15-H states that the bidders submit their good faith efforts form in case the bidder did not meet the DBE goal for various reasons,

including if the **"bidder made a mathematical error"**. Clearly Interstate made a mathematical error, however, they failed to submit the good faith effort as required. In addition, this same section requires the bidder to submit written confirmation or a copy of the DBE's quote as written confirmation that the DBE is participating in the contract. The lack of written confirmation reduces Interstate's commitment to 0%.

These are not immaterial errors. Teichert incurs considerable costs to conduct good faith efforts in order to maximize DBE usage through the hiring of multiple full-time contract administrators as well as the use of temporary staff to conduct good faith efforts. By not enforcing the required good faith effort as required in the Federal provisions, the City of Los Altos would be giving an unjust bid advantage to vendors who choose not to make a good faith effort. Furthermore, Teichert has an increased cost to our bid in order to make the DBE goal by choosing to use DBE vendors at a higher cost in order to make the DBE goal. Again, by not enforcing the Federal provisions to meet the DBE goal or make a good faith effort, the City of Los Altos would be giving an unjust bid advantage to vendors who choose not to make the DBE goal.

In addition, Title 49, Section 26 of the Code of Federal Regulations states under section 26.53 that the local agency must award the contract only to a bidder that has made the DBE goal or made a good faith effort to meet the goal.

3. Instructions to Bidders (Attachment P), reads as follows:

For each Subcontractor that will perform a portion of the work in an amount in excess of one-half of 1% of the Bidder's total Contract Price, the bidder must list a description of the Work, the name and location of the Subcontractor, item descriptions, subcontract and percentage amounts, its California Contractor license number, its DIR registration number, DBE Certification number, annual gross receipts, and age of firm.

The attachment P submitted by Interstate Grading & Paving Inc as part of the bid documents were incomplete. They did not list any contractor license numbers for any of their subcontractors. They were missing DIR registration numbers and DBE Certification numbers (if applicable), and did not fill out the annual gross receipts, and age of firm, making this bid proposal invalid. Furthermore, Interstate did not even properly list one of the subcontractors. Interstate listed "GRC" as doing CIR work. This is not the name of any subcontractor, furthermore, the lack of a CSLB or DIR Reg # prevents any determination of who "GRC" may be. This would allow Interstate to bid shop and use many different contracts to perform the CIR work if they chose.

Public contract code 4104 states that the CSLB and DIR Registration number must be submitted with the name unless there is an inadvertent error in the CSLB or DIR Reg # (e.g. a typo). There was nothing filled out for these, so it was not a typo or inadvertent error. In addition, a correction to a typo can only be made within 24 hours and can only be made if it matches the Subcontractor's name. No CSLB or DIR Reg # match the "GRC" name listed.

Teichert is requesting that Interstate Grading & Paving Inc bid on the City of Los Altos Project Number TS01056 be declared nonresponsive for the abovementioned reasons and Teichert be awarded the project as the lowest responsive bidder.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Jason Theriault
Chief Estimator – Public Works – Bay Area Region
5200 Franklin Dr. Suite #115
Pleasanton, CA 94588
P (925) 621-5700
F (925) 621-5799
jtheriault@teichert.com

CC:
Interstate Paving and Grading



Engineering Services Department
 One North San Antonio Road
 Los Altos, California 94022-3087
 Tel: (650) 947-2780
 Fax (650) 947-2732

NOTICE OF INTENT TO AWARD CONTRACT

Project Name:
 Fremont Avenue Pavement Rehabilitation

City Project Number:
 TS-01056

Bid Opening Date:
 April 28, 2021

NOI Posting Date:
 June 2, 2021

The City of Los Altos intends to award the Base Bid and Additive Alternate No. 1, to the lowest responsive bidder, Interstate Grading & Paving, Inc., for the above-referenced project.

A bidder who wishes to protest the award shall follow the City's procedures as established by the attached Resolution 2015-36.

| CONTRACTOR | TOTAL BASE BID | TOTAL ADD ALT | TOTAL BID * |
|-----------------------------|-------------------|------------------|-----------------|
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*Determination of lowest bid based on "TOTAL BID" amount.

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: Public Works 2. Contract DBE Goal: 17%
 3. Project Description: Fremont Ave. Street Rehab
 4. Project Location: Los Altos
 5. Bidder's Name: Interstate Grading & Paving Co. Prime Certified DBE: 7. Bid Amount: 4,132,194.40 (Base Bid)
 8. Total Dollar Amount for ALL Subcontractors: 398,484.95 9. Total Number of ALL Subcontractors: 3

| 10. Bid Item Number | 11. Description of Work, Service, or Materials Supplied | 12. DBE Certification Number | 13. DBE Contact Information (Must be certified on the date bids are opened) | 14. DBE Dollar Amount |
|-----------------------|---|------------------------------|---|-----------------------|
| 1, 8, 10, 12 26-40 | Striping | 2003 | Super Seal & stripe P.O. Box 755 Firmore, Ca 93016 | 139,925.- |
| various | Trucking (Partial) | 33465 | 18 Trucking 2417 Dunn Rd Hayward, Ca 94545 | 59,000.- |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| | | | | | |
|---|---|---|-------------|---|--|
| Local Agency to Complete this Section upon Execution of Award | | 15. TOTAL CLAIMED DBE PARTICIPATION | \$194,925.- | | |
| 21. Local Agency Contract Number: _____ | 22. Federal Aid Project Number: _____ | | 17.2 % | | |
| 23. Bid Opening Date: _____ | 24. Contract Award Date: _____ | IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. | | | |
| 25. Award Amount: _____ | Tina-Marie Mason <u>5.3.21</u> 16. Preparer's Signature 17. Date | | | | |
| Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. | | | | Tina-Marie Mason <u>650-952-7333</u> 18. Preparer's Name 19. Phone | |
| 26. Local Agency Representative's Signature _____ | 27. Date _____ | | | Ast. Project Mngc. 20. Preparer's Title | |
| 28. Local Agency Representative's Name _____ | 29. Phone _____ | | | | |
| 30. Local Agency Representative's Title _____ | | | | | |

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

at City Hall, 1 North San Antonio Road, Los Altos, CA. Bids received after this time will be returned unopened. Bids shall be valid for sixty (60) calendar days after the bid opening date. Access to City Hall is currently restricted. Sealed bids must be dropped-off inside the bid box left in front of the City Hall main entrance on April 28 between 9AM and 1:55PM. Please call 650-947-2628 for any assistance locating the bid box. Additionally, sealed bids can be delivered via USPS, FEDEX, UPS, or other carrier to the Engineering Services Department at City Hall prior to the bid due date. Please clearly label the package with the project title and add "ATTN: Kathy Kim". Bids received on time will be publicly opened and read aloud on Wednesday, April 28, 2021, at 2:00 p.m. via RingCentral Meeting's video conference meeting.

10. **Payment & Performance Bonds:** The successful Bidder will be required to furnish the City with a Performance Bond and a Payment Bond, each equal to 100% of the successful Bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California. The cost of said bonds shall be included in the Bid amount.
11. **Award of Contract:** Said bids will be presented to and considered by the City Council at a regularly scheduled meeting. The City shall award the Contract for the Project to the lowest responsive, responsible Bidder on the basis of the Total Bid.
12. **Time of Completion of Work:** The work shall be completed and ready for full use within **150 calendar days**, the first day of which shall be the date specified in the City Engineer's "Notice to Proceed".
13. **Substitution of Securities:** Pursuant to Public Contract Code section 22300, the successful Bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.
14. **Rights of the City:** The City reserves the right to cancel the project, and to reject any or all bids if not satisfied as to the price for the work or the responsibility of the bidder. The City also reserves the right to waive any informalities according to law.
15. **Project Administration:** All questions relative to this project prior to the opening of bids shall be in writing and directed to the City Engineer, City of Los Altos, 1 North San Antonio Road, Los Altos, CA 94022.

Special direction is directed to Section 2 of the General Provisions for full directions as to bidding.

Dated: March 31, 2021

/s/ Kathy Kim, E.I.T.
Assistant Engineer

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date 4.28.21 PE/CE

Federal-aid Project No(s) STPL-5309(019) Bid Opening Date ~~11/30/2020~~ 4.28.21 CON

The City of Los Altos established a Disadvantaged Business Enterprise (DBE) goal of 17% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

| Publications | Dates of Advertisement |
|--------------|------------------------|
| | |
| | |
| | |

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

| Names of DBEs Solicited | Date of Initial Solicitation | Follow Up Methods and Dates |
|-------------------------|------------------------------|-----------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

| Items of Work | Proposer or Bidder Normally Performs Item (Y/N) | Breakdown of Items | Amount (\$) | Percentage Of Contract |
|---------------|---|--------------------|-------------|------------------------|
| | | | | % |
| | | | | % |
| | | | | % |
| | | | | % |

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

| Name of Agency/Organization | Method/Date of Contact | Results |
|-----------------------------|------------------------|---------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

H. Any additional data to support a demonstration of good faith efforts:

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: STPL-5309(019)

| Subcontractor Name and Location | Line Item & Description | Subcontract Amount | Percentage of Bid Item Sub-contracted | Contractor License Number | DBE (Y/N) | DBE Cert Number | Annual Gross Receipts |
|--|-------------------------|--------------------|---------------------------------------|---------------------------|-----------|-----------------|---|
| | | | | DIR Reg Number | | | |
| Name: <u>super seal strip</u> City, State: <u>Simi Valley, CA</u> | <u>Striping</u> | <u>139925</u> | <u>100%</u> | | | | <input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs. |
| Name: <u>GRC</u> City, State: <u>RWC, CA</u> | <u>CR</u> | <u>203509</u> | <u>100%</u> | | | | <input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs. |
| Name: <u>18 Trucking</u> City, State: <u>SF, CA</u> | <u>Trucking partial</u> | <u>55000.-</u> | | <u>9811</u> | | | <input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs. |
| Name: City, State: | | | | | | | <input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs. |
| Name: City, State: | | | | | | | <input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs. |
| Name: City, State: | | | | | | | <input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs. |

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but **were not selected** to participate as a subcontractor on this project. **Photocopy this form for additional firms.** Federal Project Number: _____

| Subcontractor Name and Location | Line Item & Description | Subcontract Amount | Percentage of Bid Item Sub-contracted | Contractor | | DBE (Y/N) | DBE Cert Number | Annual Gross Receipts | | | | |
|---------------------------------|-------------------------|--------------------|---------------------------------------|----------------|----------------|-----------|-----------------|---------------------------------------|---------------------------------------|--|--|-----------------------|
| | | | | License Number | DIR Reg Number | | | <input type="checkbox"/> <\$1 million | <input type="checkbox"/> <\$5 million | <input type="checkbox"/> <\$10 million | <input type="checkbox"/> <\$15 million | Age of Firm: ___ yrs. |
| Name: <i>Chosp</i> | <i>Striping</i> | | | | | | | <input type="checkbox"/> <\$1 million | <input type="checkbox"/> <\$5 million | <input type="checkbox"/> <\$10 million | <input type="checkbox"/> <\$15 million | Age of Firm: ___ yrs. |
| City, State: <i>Fremont</i> | | | | | | | | <input type="checkbox"/> <\$1 million | <input type="checkbox"/> <\$5 million | <input type="checkbox"/> <\$10 million | <input type="checkbox"/> <\$15 million | Age of Firm: ___ yrs. |
| Name: <i>PLS</i> | <i>CIR</i> | | | | | | | <input type="checkbox"/> <\$1 million | <input type="checkbox"/> <\$5 million | <input type="checkbox"/> <\$10 million | <input type="checkbox"/> <\$15 million | Age of Firm: ___ yrs. |
| City, State: <i>Sac</i> | | | | | | | | <input type="checkbox"/> <\$1 million | <input type="checkbox"/> <\$5 million | <input type="checkbox"/> <\$10 million | <input type="checkbox"/> <\$15 million | Age of Firm: ___ yrs. |
| Name: | | | | | | | | <input type="checkbox"/> <\$1 million | <input type="checkbox"/> <\$5 million | <input type="checkbox"/> <\$10 million | <input type="checkbox"/> <\$15 million | Age of Firm: ___ yrs. |
| City, State: | | | | | | | | <input type="checkbox"/> <\$1 million | <input type="checkbox"/> <\$5 million | <input type="checkbox"/> <\$10 million | <input type="checkbox"/> <\$15 million | Age of Firm: ___ yrs. |
| Name: | | | | | | | | <input type="checkbox"/> <\$1 million | <input type="checkbox"/> <\$5 million | <input type="checkbox"/> <\$10 million | <input type="checkbox"/> <\$15 million | Age of Firm: ___ yrs. |
| City, State: | | | | | | | | <input type="checkbox"/> <\$1 million | <input type="checkbox"/> <\$5 million | <input type="checkbox"/> <\$10 million | <input type="checkbox"/> <\$15 million | Age of Firm: ___ yrs. |
| Name: | | | | | | | | <input type="checkbox"/> <\$1 million | <input type="checkbox"/> <\$5 million | <input type="checkbox"/> <\$10 million | <input type="checkbox"/> <\$15 million | Age of Firm: ___ yrs. |
| City, State: | | | | | | | | <input type="checkbox"/> <\$1 million | <input type="checkbox"/> <\$5 million | <input type="checkbox"/> <\$10 million | <input type="checkbox"/> <\$15 million | Age of Firm: ___ yrs. |
| Name: | | | | | | | | <input type="checkbox"/> <\$1 million | <input type="checkbox"/> <\$5 million | <input type="checkbox"/> <\$10 million | <input type="checkbox"/> <\$15 million | Age of Firm: ___ yrs. |
| City, State: | | | | | | | | <input type="checkbox"/> <\$1 million | <input type="checkbox"/> <\$5 million | <input type="checkbox"/> <\$10 million | <input type="checkbox"/> <\$15 million | Age of Firm: ___ yrs. |

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package



INTERSTATE

GRADING & PAVING, INC.

Cont. Lic, No. 366020
DIR #1000000755

EXHIBIT B

By U.S. Mail and Facsimile
(650) 947-2732

Mr. Gaku Watanabe
Assistant Engineer
City of Los Altos
Engineering Services Department
1 North San Antonio Rd.
Los Altos, CA 94022-3087

RE: Fremont Avenue Rehabilitation Projects
Project No. TS01056, Federal Project No. STPL-5309(019)
Bid Opening: April 28, 2021

Subject: Bid Protest by A. Teichert & Son, Inc.

Dear Mr. Watanabe,

We respectfully request that the City deny the protest submitted by A. Teichert & Son, Inc. ("Teichert"). Interstate Grading & Paving Inc. ("Interstate") submitted the lowest responsive bid from a responsible contractor.

DBE Compliance

This project has a set of base bid items and several alternates. The principal alternate, Bid Item No. 41, consists of approximately 224,221 square feet of 3" Thick Cold-in-place-Recycling.

It is not possible to perform many of the base bid items if the City proceeds with Bid Item No. 41. Note 2 on the Proposal Form states that if the City "proceeds with the Add Alternate option of 3" Thick Cold-In-Place- Recycling (CIR), Bid Items 7, 10, 13, 14, 15, 16, 17, 18, and 19 will be removed from the project."

Contrary to Teichert's arguments, the DBE participation language in the City's bidding documents does not state that the DBE goal would be determined by adding the participation amounts for the base bid and for the alternates. Instead, it states that the goal is "17% for this contract." (Emphasis supplied). Attachment M provides as follow:

| |
|---|
| The City of Los Altos established a Disadvantaged Business Enterprise (DBE) goal of 17% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal. |
|---|

Under 49 CFR Part 26, DBE goals and participation are determined in relation to the “contract” to be performed. For example, for purposes of DBE participation, awarding agencies are to “count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces.” 49 CFR Part 26 defines a contract as “a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them.” 49 CFR § 26.5.

Here, the “contract” cannot include all of the base bid items and all of the alternate bid items. Rather than add the amount of work that DBEs would perform on the base bid items to the amount of work that DBEs would perform on alternates, including Bid Item No. 41 – which would not have been consistent with either the City’s bidding documents or applicable law and which would not actually reflect the amount of work that DBEs would actually perform – we identified the DBE participants and amount of work that would be performed on the base bid items. Our DBE documentation establishes that we met the goal with regard to the “contract”, which are the items comprising the base bid. Subsequently, at the City’s request, we provided DBE documentation for both the base bid items and for alternates.

As with any contract provisions, the City’s bidding documents must be construed to avoid a conflict with applicable law. Additionally, in the event of a conflict between bidding documents and applicable law, the provisions of applicable law govern. Thus, the only reasonable reading bidding documents is that that DBE participation for the “contract” would be determined by the base bid items.

Interstate met the DBE goal as determined in accordance with these legal principles.

Subcontractor Information in DBE Documentation

In our subcontractor list of the Los Altos proposal forms, we provided the name, location, portion of the work that would be performed, DIR number and license numbers for our subcontractors. Our subcontractor list fully complied with Public Contract Code Section 4104 and the City’s bidding requirements.

Neither DIR registration numbers nor CSLB license numbers are required under federal DBE regulations. See 49 CFR Part 26, Appendix A. In our original DBE documentation, which was submitted with our bid and before it actually was due, we did not include DIR number and license numbers. That information already was included elsewhere in our bid, however, and easily can be obtained from DIR and CSLB websites.

Under California law, if information missing in one part of a bid can be supplied either from other parts of the bid or ascertained from publicly available information, an awarding agency is entitled to award a contract despite the missing information. *Bay Cities Paving & Grading, Inc. v. City of San Leandro*, 223 Cal. App. 4th 1181, 1185 (2014) (upholding agency’s decision to award a contract; missing first page of bid bond was inconsequential variation); *Menefee v. County of Fresno*, 163 Cal. App. 3d 1175, 1180 (1985) (upholding agency’s right to award contract where bid documents were signed in one location, but was not signed in another).

Teichert also argues that it cannot determine from our DBE documentation who we listed to perform the Cold-in-place-Recycling (CIR) work. In our subcontractor list, another part of our bid, we listed GraniteRock Company by its initials, GRC. This is the same company that Teichert listed in its bid. GraniteRock Company is commonly known in the construction

Interstate Grading & Paving, Inc.
June 10, 2021

Page 3 of 3

industry as GRC, just as International Business Machines is referred to as IBM. There is no other company with the initials GRC in this area that would be capable of performing the CIR work.

“Not every mistake on a bid is sufficiently significant to render the bid nonresponsive.” *DeSilva Gates Construction, LP v. Department of Transportation*, 242 Cal. App. 4th 1409, 1420 (2015). It is “well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential.” *Bay Cities Paving & Grading, Inc. v. City of San Leandro*, 223 Cal. App. 4th 1181, 1188 (2014).

None of the issues raised by Teichert made our bid different from which we intended; we have no basis to withdraw our bid. *See* Pub. Contract Code §§ 5100 & 5103. Interstate does not have the ability to change subcontractors or shop subcontractor prices after the City opened all bids because we clearly identified our subcontractors on our subcontractor list. The items raised by Teichert with respect to our DBE documentation are inconsequential and do not affect the responsiveness of our bid.

Conclusion

For the reasons set forth above, we respectfully request that the City award the project to Interstate Grading & Paving, Inc., the contractor that submitted the lowest responsive bid.

The City is in possession of our original bid proposal and post bid documentation as well as its bidding requirements. However, we have included our copies for your reference. Please feel free to call or email me if you have any questions or would like to discuss this matter.

Sincerely,

INTERSTATE GRADING & PAVING, INC.



Craig Caron
President

Enclosures: Bid proposal and documentation; City bid documents

cc A. Teichert & Son, Inc. (jtheirault@teichert.com)

Bidder's List of Subcontractors (DBE and NON-DBE)

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: _____

| Subcontractor Name and Location | Line Item & Description | Subcontract Amount | Percentage of Bid Item Sub-contracted | Contractor License Number | DBE (Y/N) | DBE Cert Number | Annual Gross Receipts |
|---|---------------------------|--------------------|--|-----------------------------------|-----------|-----------------|---|
| | | | | DIR Reg Number | | | |
| Name: <u>Super Seal & Stripe</u> City, State: <u>Filmore, Ca</u> | <u>striping</u> | <u>139,925.</u> | <u>100%</u> | <u>391662</u> <u>100000752</u> | <u>Y</u> | <u>2003</u> | <input type="checkbox"/> <\$1 million <input checked="" type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u>42</u> yrs. |
| Name: <u>Granite Rock</u> City, State: <u>San Jose, Ca</u> | <u>CIR</u> | <u>203,509</u> | <u>100%</u> | <u>22</u> <u>100000239</u> | <u>N</u> | | <input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input checked="" type="checkbox"/> <\$15 million Age of Firm: <u>01*</u> yrs. |
| Name: <u>18 Trucking</u> City, State: <u>Hayward, Ca</u> | <u>Trucking (Partial)</u> | <u>55,000.-</u> | <u>Various Items of Base Bid and/or Alt.</u> | <u>1000009811</u> | <u>Y</u> | <u>334165</u> | <input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input checked="" type="checkbox"/> <\$15 million Age of Firm: <u>24+</u> yrs. |
| Name: City, State: | | | <u>0% TBD</u> | | | | <input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u> </u> yrs. |
| Name: City, State: | | | | | | | <input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u> </u> yrs. |
| Name: City, State: | | | | | | | <input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u> </u> yrs. |

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Bidder's List of Subcontractors (DBE and NON-DBE)

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but **were not selected** to participate as a subcontractor on this project. **Photocopy this form for additional firms.** Federal Project Number: _____

| Subcontractor Name and Location | Line Item & Description | Subcontract Amount | Percentage of Bid Item Sub-contracted | Contractor License Number | DBE (Y/N) | DBE Cert Number | Annual Gross Receipts |
|------------------------------------|-------------------------|--------------------|---------------------------------------|---------------------------|-----------|-----------------|---|
| | | | | DIR Reg Number | | | |
| Name: Chosp | Striping | 125,449 | 100% | 374600 | N | | <input type="checkbox"/> <\$1 million |
| City, State: Fremont, CA | | | | 100000306 | | | <input type="checkbox"/> <\$5 million |
| | | | | | | | <input checked="" type="checkbox"/> <\$10 million |
| | | | | | | | <input checked="" type="checkbox"/> <\$15 million |
| | | | | | | | Age of Firm: ___ yrs. |
| Name: PRS | CIR | 383,455 | 100% | 569352 | N | | <input type="checkbox"/> <\$1 million |
| City, State: Sacramento, CA | | | | 1000003363 | | | <input type="checkbox"/> <\$5 million |
| | | | | | | | <input type="checkbox"/> <\$10 million |
| | | | | | | | <input checked="" type="checkbox"/> <\$15 million |
| | | | | | | | Age of Firm: ___ yrs. |
| Name: | | | | | | | <input type="checkbox"/> <\$1 million |
| City, State: | | | | | | | <input type="checkbox"/> <\$5 million |
| | | | | | | | <input type="checkbox"/> <\$10 million |
| | | | | | | | <input type="checkbox"/> <\$15 million |
| | | | | | | | Age of Firm: ___ yrs. |
| Name: | | | | | | | <input type="checkbox"/> <\$1 million |
| City, State: | | | | | | | <input type="checkbox"/> <\$5 million |
| | | | | | | | <input type="checkbox"/> <\$10 million |
| | | | | | | | <input type="checkbox"/> <\$15 million |
| | | | | | | | Age of Firm: ___ yrs. |
| Name: | | | | | | | <input type="checkbox"/> <\$1 million |
| City, State: | | | | | | | <input type="checkbox"/> <\$5 million |
| | | | | | | | <input type="checkbox"/> <\$10 million |
| | | | | | | | <input type="checkbox"/> <\$15 million |
| | | | | | | | Age of Firm: ___ yrs. |

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: Public Works 2. Contract DBE Goal: 17%
 3. Project Description: Fremont Ave. Street Rehab
 4. Project Location: Los Altos
 5. Bidder's Name: Interstate Grading & Paving Inc. 6. Prime Certified DBE: 7. Bid Amount: 4,132,194.40 (Base Bid)
 8. Total Dollar Amount for **ALL** Subcontractors: 398,434.95 9. Total Number of **ALL** Subcontractors: 3

| 10. Bid Item Number | 11. Description of Work, Service, or Materials Supplied | 12. DBE Certification Number | 13. DBE Contact Information (Must be certified on the date bids are opened) | 14. DBE Dollar Amount |
|----------------------|---|------------------------------|---|-----------------------|
| 1, 8, 10-12 26-40 | Striping | 2003 | Super Seal & stripe P.O. Box 755 Firmore, Ca 93016 | 139,925.- |
| various | Trucking (Partial) | 33465 | 18 Trucking 2417 Dunn Rd Hayward, Ca 94545 | 59,000.- |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| | | | |
|---|---------------------------------------|---|-------------------------------|
| Local Agency to Complete this Section upon Execution of Award | | 15. TOTAL CLAIMED DBE PARTICIPATION | \$194,925.- |
| 21. Local Agency Contract Number: _____ | 22. Federal-Aid Project Number: _____ | | 17.2 % |
| 23. Bid Opening Date: _____ | 24. Contract Award Date: _____ | <p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.</p> | |
| 25. Award Amount: _____ | | | |
| Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. | | | |
| 26. Local Agency Representative's Signature _____ | 27. Date _____ | | |
| 28. Local Agency Representative's Name _____ | 29. Phone _____ | 16. Preparer's Signature <u>Tina-Marie Mason</u> | 17. Date <u>5.3.21</u> |
| 30. Local Agency Representative's Title _____ | | 18. Preparer's Name <u>Tina-Marie Mason</u> | 19. Phone <u>650-952-7333</u> |
| | | 20. Preparer's Title <u>Asst. Project Mngr.</u> | |

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: Public Works 2. Contract DBE Goal: 17%
 3. Project Description: Fremont Ave Street Rehab
 4. Project Location: Los Altos
 5. Bidder's Name: Interstate Grading & Paving Inc. 6. Prime Certified DBE: 7. Bid Amount: 1,173,476.³⁵(A/H)
 8. Total Dollar Amount for ALL Subcontractors: 405,347.95 9. Total Number of ALL Subcontractors: 3

| 10. Bid Item Number | 11. Description of Work, Service, or Materials Supplied | 12. DBE Certification Number | 13. DBE Contact Information (Must be certified on the date bids are opened) | 14. DBE Dollar Amount |
|--|---|--|---|--|
| 18, 19, 12 26-40 | Striping | 2003 | Super Seal & Strip P.O. Box 755 Fittsboro, GA 3016 | 139,925.- |
| various | Trucking (Partial) | 33465 | 18 Trucking 2417 Dunn Road Hayward, CA 94545 | 61,913.- |
| Local Agency to Complete this Section upon Execution of Award | | | | 15. TOTAL CLAIMED DBE PARTICIPATION \$201,833.- 17.2 % |
| 21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____ | | | | |
| Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. | | | | IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. |
| 26. Local Agency Representative's Signature _____ | | 27. Date _____ | | |
| 28. Local Agency Representative's Name _____ | | 29. Phone _____ | | |
| 30. Local Agency Representative's Title _____ | | | | |
| | | 16. Preparer's Signature <u>Tina-Marie Mason</u> | | 17. Date <u>5.3.21</u> |
| | | 18. Preparer's Name <u>Tina-Marie Mason</u> | | 19. Phone <u>650-952-7333</u> |
| | | 20. Preparer's Title <u>Asst. Project Mnggr.</u> | | |

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date 4.28.21 PE/CE

Federal-aid Project No(s) STPL-5309(019) Bid Opening Date 4.28.21 CON

The City of Los Altos established a Disadvantaged Business Enterprise (DBE) goal of 17% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

| Publications | Dates of Advertisement |
|--------------|------------------------|
|--------------|------------------------|

There was insufficient time between document procurement and bid date to advertise but we were listed in Dodge Network as a bidder

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

| Names of DBEs Solicited | Date of Initial Solicitation | Follow Up Methods and Dates |
|-------------------------|------------------------------|-----------------------------|
|-------------------------|------------------------------|-----------------------------|

| | | |
|--------------------------------|----------------|---|
| <u>18 Trucking</u> | <u>4.20.21</u> | <u>viaphone. Said yes will bid</u> |
| <u>Super Seal & Stripe</u> | <u>4.20.21</u> | <u>via phone then follow up 4.28.21</u> |
| | | |
| | | |
| | | |
| | | |

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

| Items of Work | Proposer or Bidder Normally Performs Item (Y/N) | Breakdown of Items | Amount (\$) | Percentage Of Contract |
|---------------|---|--------------------|-------------|------------------------|
| Striping | No | | | % |
| Trucking | Partial | | | % |
| CIR | No | | | % |
| | | | | % |

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Western Traffic Supply 925.249.1854 - IGP will self perform provide
 All Cities Trucking 510.461.8287 - Listed DBE Contractor has low rates

Names, addresses and phone numbers of firms selected for the work above:

18 Trucking 415.552.1818

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

Plans, Specs and our estimators were made available to any and all subcontractors.
 no requests were made

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

no requests were made

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization

Method/Date of Contact

Results

none

- H. Any additional data to support a demonstration of good faith efforts:

once we downloaded the project documents, we contacted DBE's we know to see if they would bid. We recieved positive responses and felt confident in reaching the goal.



Engineering Services Department
 1 North San Antonio Road
 Los Altos, California 94022-3087
 (650) 947-2780
 Fax (650) 947-2732

June 17, 2021

Teichert Construction
 Attn: Jason Theriault
 5200 Franklin Drive Suite #115
 Pleasanton, CA 94588

Delivered via certified mail and by email to jtheriault@teichert.com

SUBJECT: FREMONT AVENUE PAVEMENT REHABILITATION, PROJECT No. TS-01056 (BID PROTEST)

Dear Mr. Theriault,

Following review of the bids protest received from Teichert Construction on June 8, 2021, and response to bid protest received from Interstate Grading & Paving on June 10, 2021, the City determined Interstate Grading & Paving as responsive bidder, and staff will proceed to recommend acceptance of its bid at City Council meeting on June 22, 2021.

According to Teichert Construction, Interstate Grading & Paving's bid should be rejected for the following reasons:

1. Attachment L for Construction Contract DBE Commitment should meet 17% goal with the "Total Bid".
2. Attachment M for Contractor Good Faith Efforts was incomplete.
3. Attachment P submitted as part of bid proposal was incomplete with missing information.

City Response to bid protest:

1. Attachment L on the bidding document states 17% DBE goal shall be met with the contract amount. This means that the 17% goal should be met with respect to both the base bid and the total bid with item reduction per Note 2 on the proposal form that states "If the City Proceeds with the Add Alternate option of 3" Thick Cold-In-Place Recycling (CIR) Bid Items 7, 10, 13, 14, 15, 16, 17, 18, and 19 will be removed from the project." Interstate Grading & Paving submitted Attachment L for both base bid and additive alternate award scenario meeting the 17% goal.
2. Attachment M for Contractor Good Faith Efforts is used to shows that the bidder made adequate good faith efforts in an event that DBE goal could not be met. The Federal

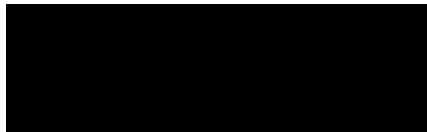
Provision also states “If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.” Interstate has met DBE goals of 17% for both base bid and additive alternate option (with item reduction) and does not need a review of attachment M for good faith efforts.

3. Key information on Attachment P such as contractor name and subcontract amount were filled in while other information such as contractor license number and DBE certification numbers were provided at a later date. The City determined that missing information on attachment P was not material so that the irregularity could be cured.

With the response provided above, the City has determined Interstate Grading & Paving’s is the lowest responsive, responsible bidder.

The City Council is expected to award the project at its meeting of June 22nd, 2021, at [7:00 PM]. A copy of the agenda for the meeting is enclosed for your reference. The meeting will be held online as described in the agenda, and members of the public are entitled to speak on any item on the agenda.

Sincerely,

A solid black rectangular redaction box covering the signature of the Assistant Engineer.

Assistant Engineer
Engineering Services Department

cc: Andrea Chelemengos, City Clerk

RESOLUTION NO. 2015-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS APPROVING A PROCEDURE FOR DETERMINATION ON PROTESTS FOR PUBLIC PROJECTS

WHEREAS, the City of Los Altos ("City") is a general law city of the State of California and is thereby empowered to create its own procedures for the procurement and purchase of City goods and services, consistent with its purchase policies, ordinances and other prevailing law; and

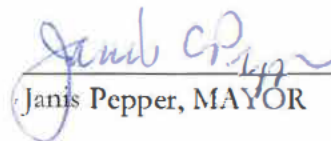
WHEREAS, the City does, in a great many cases, procure goods and services through a competitive bidding process which generally includes a determination of lowest responsive and responsible bidder; and

WHEREAS, it is not uncommon for one or more applicants or bidders to protest a contract to be awarded to another bidder or to protest a determination that it is not qualified to bid on a contract and it would be beneficial to City departments to have available to them a uniform procedure for making final determinations on such matters.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby authorizes the following Bid Protest Procedures, attached hereto as Exhibit "A" and incorporated by this reference. As needed, these Bid Protest Procedures will be implemented by the City Manager, or his or her designee, administering the work, as an alternative to any other existing bid protest or qualification protest procedures available to the City.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution passed and adopted by the City Council of the City of Los Altos at a meeting thereof on the 10th day of November, 2015 by the following vote:

AYES: BRUINS, MORDO, PEPPER, PROCHNOW, SATTERLEE
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE



Janis Pepper, MAYOR

Attest:



Jon Maginot, CMC, CITY CLERK

BID PROTEST PROCEDURES

General

Any bid protest must be in writing and received by the City Clerk's Office at:

City of Los Altos
1 North San Antonio Road
Los Altos, CA 94022

by 5:00 p.m. within five working days of posting a notice of Intent to Award in a place accessible by the general public, including any internet site (the "Bid Protest Deadline") and must comply with requirements set forth in these procedures.

Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. For purposes of these procedures, a "working day" means a day that City is open for normal business, and excludes weekends and holidays observed by City. Material submitted after the Bid Protest Deadline will not be considered.

Protest Contents

The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. The protest must refer to the specific portion or portions of the contract documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder.

Copy to Protested Bidder

A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

Response to Protest by Protested Bidder

The protested bidder may submit a written response to the protest, provided the response is received by the City Clerk's Office before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

Copy to Protesting Bidder

A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

Decision on Bid Protests

Bid Protests shall be decided by the department head, or department head's designee(s) for the City department administering the proposed contract (the "Decision Making Officer"), based upon the materials included with the protest and materials submitted by City staff and protested bidder relevant to the protest. A decision shall be rendered after review of the protest and an investigation of the facts by the Decision Making Officer within five working days after the Response Deadline. Such decision shall be in writing and transmitted to the protesting bidder by U.S. Mail. The City shall also attempt to send by facsimile or email the decision at the same time as mailing if the Fax number or email address of the Protesting Bidder is known.

Review of Decision on Bid Protests

The protesting bidder may seek review of the decision of the Decision Making Officer by filing a request for review ("Request for Review") with the City Clerks' Office within five working days of the date the decision was mailed to the protesting party by U.S. Mail. The Request for Review shall be accompanied by any additional documentary evidence the protesting bidder wishes the City to consider. The review shall be conducted by the City Manager or City Manager's designee(s), (the "Reviewing Officer"). The Reviewing Officer shall conduct the review at least ten working days prior to the proposed contract award date. The review shall be de novo, shall consider all documentary evidence presented to the Decision Making Officer and any new documentary evidence presented to the City. The Reviewing Officer shall render a decision prior to the proposed contract award date. Notice of the decision shall be mailed to the protesting bidder by U.S. Mail. The decision of the Reviewing Officer shall be the final administrative decision of the City. Review of the decision of the Reviewing Officer shall be by a court of competent jurisdiction of the County of Santa Clara.

Exclusive Remedy

The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

Right to Award

The City Council reserves the right to award the contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the work notwithstanding any pending or continuing challenge to its determination.



CONSENT CALENDAR

Agenda Item # 6

AGENDA REPORT SUMMARY

Meeting Date: June 22, 2021

Subject: Amendment No. 4 to the Agreement between the City of Los Altos, California and Nova Partners, Inc. for additional Construction Management Services for Hillview Community Center Redevelopment Project CF-01002

Prepared by: Jim Sandoval, Engineering Services Director

Reviewed by: Brad Kilger, Interim City Manager

Approved by: Brad Kilger, Interim City Manager

Attachment:

1. Nova Partners' June 9, 2021, Proposal

Initiated by:

City Council – CIP Project CF - 01002

Previous Council Consideration:

April 27, 2021; October 27, 2020; October 13, 2020; October 22, 2019; July 30, 2019; July 9, 2019; March 12, 2019

Fiscal Impact:

The following contract amendment will cost up to a not-to-exceed price of \$49,560 and would be funded by approved Los Altos Community Center Project CF – 01002 in the Capital Improvement Program. If approved, funds will be encumbered from available proceeds within the approved \$38.34M project budget. Including this amendment, the project remains under budget and no additional funding to the project is required.

- Breakdown of funds to be used:
 - o \$49,560 General Fund
- Amount already included in approved budget: Y
- Amount above budget requested: \$0

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- None

City Manager

BK

Reviewed By:

City Attorney

JH

Finance Director

JM



Subject: Professional Design Services Agreement Amendment: Community Center Project

Summary:

- Nova Partners is contracted with the City as the Construction Manager of the Los Altos Community Center.
- Nova Partners' Construction Management Services are essential and needed until completion of the Los Altos Community Center.
- A proposed Amendment No. 4 to the Construction Management agreement with Nova Partners would extend the original construction management contract from July 1, 2021 through August 2021.

Staff Recommendation

Authorize the Interim City Manager to execute a contract Amendment No. 4 on behalf of the City with Nova Partners for additional construction management services on the Los Altos Community Center project through August 31, 2021, in the amount of \$49,560.

Purpose

Execute an amendment for \$49,560 to the existing agreement with Nova Partners for the Los Altos Community Center Project.

Background

On July 9, 2019, City Council authorized the execution of a professional services agreement between the City of Los Altos and Nova Partners in an amount not to exceed \$938,525 for construction management services for the Community Project.

Amendment No. 1 was issued on October 22, 2019 to cover the cost for Special Testing and Inspection Services in the amount of \$70,218.

Amendment No. 2 was issued on October 27, 2020 to extend the original construction management contract from November 25, 2020 through April 2021 in the amount of \$241,768 to cover the additional construction management services needed from construction delays caused by COVID-19 and unforeseen conditions. At the time, staff foresaw the potential for further delays to the construction schedule and recommended a longer extension. However, the Council felt more comfortable with staff returning to them once the need for additional time and funding was confirmed.

Amendment No. 3 was approved by the City Council April 27, 2021, and included essential construction management services needed to complete the construction of the Los Altos Community Center due to the project schedule being extended owing to delays caused by COVID-19 and other unforeseen circumstances. The projected dates for Substantial and Final Completion at that time were May 14 and June 21, 2021, respectively.



Subject: Professional Design Services Agreement Amendment: Community Center Project

Discussion/Analysis

Amendment No. 4 to the agreement with Nova Partners includes essential construction management services needed to complete the construction of the Los Altos Community Center due to the project schedule being extended owing to delays caused by COVID-19 and other unforeseen circumstances. Gonsalves and Stronck's (G+S) current anticipated Substantial Completion date is June 18, 2021, with Final Completion anticipated in mid July 2021. The original contract Substantial Completion date was November 25, 2020, and the original Final Completion date was December 20, 2020. **The proposed not-to-exceed cost for these services is \$34,680.** This amount for two months of services is about 29% of Nova Partners' monthly expenditure rate for project construction management services, which has averaged about \$60,000 per month (or \$120,000 every two months).

Nova Partner's proposed scope of work for Amendment No. 4 will include overseeing final closeout of the project, including completion of construction punch-list items; closeout documentation and transfer of ownership; final payments and lien releases; and coordination of 'Day 2' items. 'Day 2' items include projects the City intends to undertake outside of the construction contract, including; signage revisions, IT/Security devices, added security measures at the reception desk, KinderPrep color finish modifications, etc.

Additionally, at the direction of the City Engineer in March, Nova Partners procured the services of professionals to survey, scan and analyze a deformation in the concrete slab subfloor in the Community Room. Meridian Surveying Engineering Inc. was subcontracted to perform Surveying services for a fee of \$3,000. Subsequently, Voss Labs performed concrete scanning work for a fee of \$3,440 and further laboratory analysis of the concrete for a fee of \$8,440. Both consultants' scope and fee were approved in advance by City staff and were required to be procured expeditiously to assist the effort in diagnosing and addressing the issue to prevent further delay in the project completion date.

Further details on the above scope of services are included in Nova Partners' attached proposal, including the proposals of the two subconsultants. **The total fee request for concrete consultant services is \$14,880.**

The total requested fee for the extended construction management services and the concrete investigation is \$49,560.

Options

- 1) Authorize the Interim City Manager to execute an amendment with Nova Partners for professional construction services through August 31, 2021, in the amount of \$49,560.



Subject: Professional Design Services Agreement Amendment: Community Center Project

Advantages: Allows construction management services to continue to manage the remaining construction activities and closeout of the Los Altos Community Center project.

Disadvantages: None.

2) Do not authorize the Interim City Manager to execute an amendment with Nova Partners for professional construction services in the amount of \$49,560.

Advantages: None

Disadvantages: Nova Partners cease to provide services at the end of June 2021 and will not be able to continue supporting the project through the critical construction closeout period and the necessary 'Day 2' tasks.

Recommendation

The staff recommends Option 1.



June 9, 2021

Mr. Peter Maslo
 City of Los Altos
 1 N San Antonio Road
 Los Altos, CA 94022

Subject: Los Altos Community Center Contract Amendment #4 – Community Room Slab Investigation and Time Extension

Peter:

Nova Partners is performing Construction Management of the Los Altos Community Center (Project Number CF-01002). Due to the Covid-19 pandemic and scope modifications impacting project progress, the duration of the project has extended past the original construction contract completion date of November 25, 2020. Contract Amendment #2 and #3 extended Nova's contract through June 2021. The current anticipated substantial completion date is June 18, 2021, with FINAL completion anticipated in July 2021. Our scope of work will include overseeing final closeout of the project including; punchlist, closeout documentation and transfer of ownership, final payments and lien releases and coordination of 'Day 2' items. 'Day 2' items are projects the City intends to undertake outside of the construction contract, including; signage revisions, IT/Security devices, added security gate at reception desk, Kinderprep color finish modifications.

We are requesting to increase our contract by a Not-to-Exceed amount of **\$34,680** to enable us to continue to manage the remaining construction activities and closeout of the project. Please reference the below fee schedule for details of our proposed fee. This amendment would enable us to continue providing services through July and August 2021, including project closeout and any 'Day 2' activities. Below is an estimate of the number of hours to complete the project. Nova's agreement is Time & Materials, and we will only bill for actual hours utilized.

| BREAKDOWN – Fee Extension | | | | | | | |
|---------------------------|-------|------------|----------------|-----------------|------------|------------|-----------------|
| | | Principal | Sr. PM | PM | APM | Admin | |
| 2021 Rate | | \$226 | \$204 | \$187 | \$171 | \$143 | Total |
| July - August | Hours | 0 | 16 | 168 | 0 | 0 | 180 |
| Total Fee | | \$0 | \$3,264 | \$31,416 | \$0 | \$0 | \$34,680 |

Additionally, at the City's request, Nova procured the services of Meridian Surveying Engineering Inc. to perform Surveying services for a fee of \$3,000. Subsequently, Voss Labs performed concrete scanning work for a fee of \$3,440 and further laboratory analysis of the concrete for a fee of \$8,440. Both consultants' scope and fee were

NOVA PARTNERS INCORPORATED

approved in advance by City of Los Altos staff and were required to be procured expeditiously to assist the effort in diagnosing and addressing issues related to the concrete slab in the Community Room.

Consultant proposals are attached for reference. The total fee request for concrete consultant services is **\$14,880**. No markup has been applied to the consultant costs.

Below is summary of Nova's contract and Amendments approved to date. The total request fee for Amendment #3 is **\$49,560**.

| DESCRIPTION | FEE |
|---|---------------------|
| Nova Base Contract (Approved 9/17/19) | \$ 938,525 |
| Amendment #1 - Special Testing & Inspection (Approved 11/18/19) | \$ 70,218 |
| Amendment #2 - Schedule Extension thru April (11/24/20) | \$ 241,768 |
| Amendment #3- Schedule Extension thru June | \$ 120,884 |
| Amendment #4 - Schedule Extension thru August | \$ 34,680 |
| Amendment #4 - Concrete Consultancy Services | \$ 14,880 |
| Amendment #4 - TOTAL ADDITIONAL SERVICE FEE | \$ 49,560 |
| REVISED NOVA CONTRACT VALUE AFTER AMENDMENT #4 | \$ 1,420,955 |

If you have any questions, please do not hesitate to contact us to discuss this request further.



Joe Capps-Jenner
Nova Partners, Inc.
Cc: David Marks



| | |
|--------------|----------------------------|
| File Number: | ATTACHMENT 1 |
| Job APN: | |
| Job Address: | 97 Hillview Ave, Los Altos |

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is made between the following PARTIES:

AND

Meridian Surveying Engineering Inc.

Sam Tooley

Tel: (970) 231-0400

Email: Samt@novapartners.com

Single Point of Contact: Sam Tooley

Hereinafter called "**CLIENT**"

Hereinafter called "**CONSULTANT**"

PROJECT DESCRIPTION:

Research City of Los Altos Benchmark, mobilize crew to site, recover City of Los Altos benchmark, traverse and locate: *elevations of an interior slab-on-grade in 50'x80' room. Include perimeter, 3x Longitudinal passes, 6x Transverse passes.* See Exhibit A.

Client to meet crew onsite. Certified Exhibit with AutoCAD deliverable

This is not a boundary survey.

SCHEDULE & FEES

Option I
 Schedule: 5 Business Days
 Fee:\$3,000.00
 Retainer (50%):\$1,500.00

- Additional (if checked):
 Submittal Fees per Exhibit "A" Reimbursable per Exhibit "C" Final payment due prior to delivery
- Schedule is based on number of working days from receipt of signed contract **and** retainer.
- Contracts signed more than 3 days after being sent may not meet the stated schedule.
- Client agrees that all services not expressly included are excluded from Consultant's Scope of Services.
- Certified payroll required (circle one) yes no Client Initials: _____

DELIVERABLES

Drawing scale: _____ Sheet size: _____ Digital file format (if requested): _____

CLIENT:

CONSULTANT:

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: Friday, March 19, 2021

Attached Exhibits:

- Exhibit "A" Exhibit "B" Exhibit "C" Exhibit "D" Exhibit "E" Exhibit "F"
 (3 pages)

This agreement is valid if executed by Client within **30** calendar days of the date it was signed by Consultant. If executed by client after said date, this agreement is void. This agreement shall be effective when received at Consultant's office, duly signed by both parties. This agreement contains the entire agreement between Client and Consultant relating to the project and the provisions of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant. By execution of this agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the work. In the event Client is not the owner of the property, Client represents that Client has obtained permission from said owner for Consultant to proceed. Client and Consultant acknowledge that each has read and agrees to the General Provisions (Exhibit "D") attached to this document which are incorporated herein and made a part of this agreement and apply to all services performed by Consultant.

NOTE: IF CLIENT CANCELS CONTRACT AFTER SIGNING AND RETURNING SIGNED CONTRACT TO MERIDIAN SURVEY, A MINIMUM \$250.00 ADMINISTRATIVE FEE WILL BE CHARGED.

Notice of Licensure: Licensed by Board for Professional Engineers, Land Surveyors and Geologists.

EXHIBIT "C"

MERIDIAN 2020 FEE SCHEDULE Effective 1/1/2021-12/31/2021
Rates apply to Time & Materials Projects OR Additional Services

ATTACHMENT 1

SURVEY STAFF

| | RATES PER HOUR |
|------------------------------------|----------------|
| Licensed Surveyor | \$275 |
| Project Surveyor/Project Manager | \$225 |
| Technician/CAD Operator | \$170 |
| Office/Project Accounting/Clerical | \$100 |

FIELD SURVEY CREW

| | |
|--|-------------|
| One Person Survey Party (Chief /PLS) | \$195/\$265 |
| Two Person Survey Party (Regular/Prevailing) | \$245/\$310 |

BASIS OF CHARGES

| | MINIMUM CHARGE |
|-------------------|----------------|
| Office Work | One Hour |
| Field Meeting | Two Hours |
| Field Survey Crew | Four Hours |

REIMBURSABLE MISCELLANEOUS CHARGES

| | |
|---|--|
| Trimble GPS Equipment, Base & Rover | \$400 /day (2 units) |
| Robotic/Reflector-less Survey Instrument | \$200 /day |
| High Definition 3D Laser Scanner (Faro S350/330X) | \$900 /day |
| Vehicle/day | \$50 /day (up to 50 miles, \$0.55 / mile thereafter) |
| Field insurance/day | \$125 /day |
| Certified Payroll Accounting for Active PW Job (with or without work) | \$100/week or \$100 per hour |
| Certified hard copy prints (plus office time) | \$25 plus time |
| Notarized Documents | \$100 plus notarization fee |
| Project Restart/File Recovery after 90 days (Minimum Fee) | \$250 |

EXPERT WITNESS

| | |
|--|---------|
| Principal/Sr. Expert Deposition or "On Call" (Four Hour Minimum) * | \$485 |
| Testimony/Arbitration/Mediation/Trial (Eight Hour Minimum)* | \$485 |
| Retainer fee to be charged upon firm member being named an expert witness. | \$2,500 |

*Minimum 4 or 8 hour fee applies unless written cancellation received 24 hours prior.

GENERAL

All fees are standard, non-negotiated and subject to change. Standby time due to unavailability of work, crew lock out or interference from other trades will be billed at hourly rate in half hour increments. Field survey services are charged portal-to-portal and are subject to mileage charges. Surveyor not responsible for standby time or equipment charges from others due to inclement weather, failure by client to provide written staking requests with approved CAD file/plans a minimum of 48 hours in advance (excluding RFI, weekends and calculation time) or inadequate construction plans. Surveyor not liable for accuracy of client provided plans OR client provided digital files. Note that project Scan/Drone data will be permanently erased 90 days after delivery.

OVERTIME/NIGHT WORK/HAZARDOUS CONDITIONS

Overtime and/or night work will be 150% of applicable hourly rates. Sundays and holidays are 200% of applicable rate. Field personnel working in hazardous conditions will be charged at 135% of the applicable rate.

SPECIAL EQUIPMENT AND OTHER COSTS

All fees include use of normal equipment. Special equipment which may be required will be charged at cost plus 15%. Subcontractors, prints, telephone, tolls, and other direct expenses will be charged at cost plus 15%.

RECORD OF SURVEY

Field work may find material discrepancies in boundary that triggers this mandatory requirement - see Exhibit "E" (B&P 8762). Unless explicitly included on Exhibit "A" of this Agreement Client shall pay Consultant (as an additional service) for preparation and County filing fees of a Record of Survey when one is demanded by County or triggered by statute under B&P 8762.

PAYMENT

Payment in full required before release of certified product. Attorney fees or other costs incurred in collecting any delinquent amount shall be paid by client. For active continuing projects reasonable payment terms per CA statutes are NTE 60 days.

ESCALATION

Escalation for future years shall be at a minimum of 3.5% increase per year

Contact MSE, INC before executing this document if you do not understand this fee schedule, exhibits or the terms of this Agreement.

GENERAL PROVISIONS

Exhibit "D"

Client and Consultant agree that the following provisions shall be part of their agreement:

1. **Ownership of Property.** Client agrees to provide Consultant with any and all documents necessary to identify the ownership, location and condition of the property, including, but not limited to, deeds, maps, title information, and permits; and to obtain for Consultant the authorization of the owner to enter upon the property for the purpose of conducting Consultant's work thereon. All surveys shall be based upon a current Policy of Title Insurance (Current means within 30 Days) if such policy is furnished by the Client. If a Policy of Title Insurance is not furnished on a timely basis by the CLIENT, the CONSULTANT will obtain and use a last vesting deed for the survey. CLIENT acknowledges and is hereby aware that last vesting deeds may not disclose many facts which may affect title. The CONSULTANT is not responsible for the undisclosed omission of these facts from the survey if a last vesting deed is used. A Preliminary Title Report is not a Policy of Title Insurance.
2. **Ownership of Work Product.** Client acknowledges that all original papers, documents, maps, surveys, and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant and that Consultant has the unrestricted right to use any such work product for any purpose whatsoever without the consent of Client. Client further acknowledges that its right to utilize the services and work product performed pursuant to this agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this agreement and Client has performed all obligations under this agreement.
3. **Use of Work Product.** Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by Consultant, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by Consultant. Client agrees to be liable and responsible for any such use of non-final plans, drawings, or other work product not signed and stamped or sealed by Consultant and waives liability against Consultant for their use, Client further agrees that final plans, drawings or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work product may not be changed nor used on a different project without the written authorization or approval by Consultant. If Consultant's work product exists in electronic or computerized format, or is transferred in electronic or computerized format, the stamp, seal and signature shall be original and may not be a computer-generated copy, photocopy, or facsimile transmission of the original. In the event that the Client or Client's representative provides an electronic file to the Surveyor for use in calculations of any kind; the Consultant is entitled to rely upon that file as accurate. The Consultant assumes no liability for the accuracy of any such digital file provided to Consultant. If the electronic file is inaccurate the Client assumes all responsibility for any and all resulting problems. In the event that the Consultant releases an electronic file the attached Exhibit "F" Electronic Files Indemnification takes full effect to prevent misuse of electronic data. Costs for preparing electronic media in different formats for export and costs for explaining electronic media are billed Time and Materials.
4. **Changes in Work Product.** In the event the Client agrees to permit or authorizes changes in the documents prepared by Consultant pursuant to this agreement, to which changes Consultant has not previously consented to in writing, Client acknowledges that such changes and the effects thereof are not the responsibility of Consultant and Client agrees that Consultant is automatically released from any and all liability arising therefrom and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising therefrom.
5. **Copyright.** Unless otherwise specified in Exhibit "A", all work product identified in this agreement as within the scope of work of Consultant, shall be deemed protected as if such work product was within the protections against third party use and disclosure of the general copyright law of the United States as well as California including common law and statutory law, whether or not such work product actually is so copyrighted, and without regard to whether or not such copyright law actually applies to such work product.
6. **Billing.** All fees and other charges attributable to this agreement will be billed by Consultant monthly and shall be due and payable by Client at the time of billing unless otherwise specified in Exhibit "B". Client agrees that all billings from Consultant to Client are correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of such billing, notifies Consultant in writing of its objection stating the alleged inaccuracies, discrepancies, or errors in the billing. In the event Client so notifies Consultant of such objection, Client shall nevertheless pay the billed amount and address such objection thereafter.
7. **Payment By Others.** The Client agrees that payment in full is due upon the completion of the services agreed to herein and that said payment is not contingent upon the actions of any party or parties other than the Client and Consultant. Client agrees that Consultant shall not be subject to any retention or "hold back" of any portion of his fees for any purpose. If payment for Consultant's services is to be made on behalf of Client by a third-party, including a lender, Client agrees that Consultant shall not be required to indemnify the third-party in the form of any endorsement or otherwise, as a condition to Consultant's right to receive payment for services. If Consultant's work effort is used for litigation or pro-litigation purposes or if Consultant's work forms a part of a proposal to be submitted by Client to a third party, Client agrees that Consultant's compensation is fully earned and payable despite the outcome of any litigation or despite whether Client was successful with its proposal.
8. **Late Charges.** Client agrees to pay in addition to the billed amount for any payment ten (10) or more days late, a monthly late payment charge of one and one-half percent (1 1/2%) per month on the unpaid balance specified in such billing. In the event the then legal rate for late charges is less than one and one-half percent per month, Client agrees to pay the maximum rate permitted by law.
9. **Suspension or Termination of Performance.** In addition to any other rights Consultant may have for default of Client, if Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this agreement, and, upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement may be suspended or terminated at Consultant's sole option.
10. **Early Termination Release.** Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to pay Consultant the full contract price and that any such termination shall automatically release Consultant from any liability for any work performed.
11. **ALTA Surveys.** Client agrees that in performing requested ALTA surveys in accordance with this agreement, Consultant may be required to sign a statement on the survey documents in a form set forth in Exhibit A attached hereto and incorporated herein by this reference. In the event that Consultant is required to sign a statement or certificate which differs from that contained in the attached Exhibit, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any such different statement.
12. **Government Changes.** If Consultant, pursuant to this agreement, produces work product and/or performs field work, and such work product and/or field work is required by one or more governmental agencies, and such governmental agency changes its ordinances, policies, procedures or requirement after the date of this agreement, any additional office or field work thereby required shall be paid for by Client as extra work.

GENERAL PROVISIONS

Exhibit "D"

13. **Changed Conditions.** In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's work before further activity proceeds. Further, Client agrees that any construction contracts for any project which involves Consultant's work product shall include a provision that requires the contractor to notify Client of any changed field or other conditions after which Client shall timely notify Consultant in writing. In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the project, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's services or work product before construction activities commence or further activity proceeds. Further, Client agrees to have a provision in its construction contracts for the project which requires the contractor to notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.

Client acknowledges that design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions.

14. **Soil Conditions.** Consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement, and Consultant is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing. Consultant responsibilities do not include inspection of or identification of hazardous wastes and or hazardous waste dumps or sites or toxics of any kind.

15. **Additional Services.** Client agrees that if services not specified in this agreement are provided or if Client requests services not specified herein, Client agrees to timely pay for all such services as extra work at the rates set forth in the Fee Schedule attached hereto and by this reference incorporated herein (Exhibit "C").

If the scope of services to be provided by Consultant pursuant to the terms of this agreement include the preparation of grading plans but exclude construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of as-built drawings pursuant to Uniform Building Code Chapter 70 or local grading ordinances and Client will be required to retain such services from another Consultant or pay Consultant pursuant to this agreement for such services as extra work in accordance with Provision 15.

17. **Re-staking.** In the event that Consultant's staking is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of re-staking shall be paid for by Client as extra work. Client acknowledges that the work performed pursuant to this agreement is based upon field and other conditions existing at the time of preparation of Consultant's work. Client further acknowledges that field and other conditions may require clarification, adjustments, modifications and other changes necessary to reflect changed field or other conditions.

18. **Payment of Costs.** Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, and restarts, Client agrees to pay Consultant on demand as extra work for any additional expenses or services required by Consultant as a result of suspension of the work.

19. **Records of Survey.** Client acknowledges and agrees that if Consultant provides surveying services, which require the filing of a Record of Survey in accordance with Business and Professions Code Section 8762, all costs of preparation, examination and filing of such Record of Survey will be paid for by Client as extra work.

20. **Governmental Actions.** Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.

The Client agrees that it is the responsibility of the Client to maintain in good standing all government approvals and permits and to apply for any extensions thereof.

21. **Performance of Others.** Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, engineers, architects, contractors, subcontractors, or suppliers of Client.

22. **Delays.** Consultant is not responsible for delay caused by activities or factors beyond Consultant's control, including but not limited to, delays caused by weather, strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to timely furnish information or approve or disapprove Consultant's work, faulty performance by Client or others, including contractors and governmental agencies. In the event such delays occur, Client agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged, in connection therewith.

23. **Bankruptcy.** Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations under this agreement if Consultant receives notice that Client has filed a voluntary petition for Bankruptcy or if an involuntary Bankruptcy petition is filed against Client, and such petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

24. **Lien Rights.** This agreement shall not be construed to alter, affect or waive any lien or stop notice right which Consultant may have for the performance of services pursuant to this agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which Consultant is to perform its services. Client also agrees to separately provide Consultant with the name and address of any and all persons, including lenders, who are entitled to receive a preliminary notice.

25. **Hold Harmless.** Client agrees to be solely and completely responsible for job site conditions during the course of Consultant's performance, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and Client further agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged, in connection therewith, except liability arising from the sole negligence of Consultant.

26. **Insurance.** For construction projects with Consultant fees greater than ten thousand dollars (\$10,000) Client agrees to purchase and maintain, at no cost to Consultant, during the course of Consultant's services under this agreement, broad form "all risk" insurance, including, but not limited to, workman's compensation insurance where applicable, naming Consultant as an additional insured as its interest appears in amounts related to the potential risk with insurers that are acceptable to Consultant.

27. **Liability Limits.** Client agrees that Consultant's total liability to Client, its agents, employees, contractors, subcontractors, successors and assigns, for professional negligence, acts, errors or omissions of Consultant, shall be limited to ten thousand (\$10,000) or the amount of Consultant's fees, whichever is greater.

GENERAL PROVISIONS

Exhibit "D"

28. **Estimates.** Estimates of areas provided under this agreement are not to be considered precise unless Consultant specifically agrees in writing to provide the precise determination of such areas.
29. **No Representations.** Consultant makes no representation concerning the estimated quantities and probable costs made in connection with maps, plans, specifications, reports or drawings other than that all such costs are estimates only and actual costs will vary. It is the responsibility of Client to verify costs.
30. **No Warranties.** Consultant makes no warranty, either expressed or implied, as to its findings, recommendations, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.
31. **Cooperation.** Client and Consultant agree to cooperate with each other in every way in the performance of this agreement.
32. **Waiver.** Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant, and any such waiver shall not constitute a continuing waiver thereof.
33. **Other and Further Performance.** Upon written request, Client shall timely execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges necessary to this agreement.
34. **Advisory Only.** Consultant shall only act in an advisory capacity to Client in governmental relations. Client shall be responsible for all decision-making activities therein.
35. **Validity.** If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.
36. **Jurisdiction.** This agreement shall be governed by and construed in accordance with the laws of the State of California.
37. **Venue.** Client agrees that in the event Client institutes any action, litigation, arbitration or mediation to enforce or interpret the provisions of this agreement, such action shall be brought and adjudicated in the appropriate court in the county in which Consultant's principal place of business is located, and Client waives the right to bring, try or remove such action to any other county or judicial district.
38. **Attorneys Fees.** In all disputes of any kind or nature, arising out of this agreement, or the work hereunder, or the manner or quality of the services provided hereunder, the prevailing party shall be entitled to receive its reasonable attorney's fees and costs from the non-prevailing party herein. Costs shall include expert witness fees and all costs of defense in addition to court costs as provided by law.
39. **Costs of Dispute Resolution.** In the event that Client instituting a suit against Consultant, either directly by complaint or by way of cross-complaint, including a cross-complaint for indemnity, for alleged negligence, error, omission, or other failure to perform, wherein Client fails to obtain a judgment in Client's favor, the lawsuit is dismissed, or judgment is rendered for Consultant, Client agrees to pay Consultant immediately following dismissal of the case or upon entry of judgment all costs of defense, including, but without limitation, attorneys' fees, expert witness fees, court costs, and any and all other expenses of defense.
40. **Assignment.** This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
41. **Inurement.** This agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
42. The parties agree to mediate all disputes of any kind or nature, arising out of this agreement, or the work hereunder, or the manner or quality of the services provided hereunder. If mediation is not scheduled within 90 days of either a past due invoice or contract termination then binding arbitration is invoked automatically. If client fails to respond to written mediation request within 60 days of a past due invoice and fails to pay for ½ of the mediation and attend mediation within 90 days THEN mediation is deemed to have failed and binding arbitration is invoked after 90 days past due
43. In the event that the mediation provided for in 42 hereof fails, the parties agree to arbitrate all disputes of any kind or nature, arising out of this agreement, or the work hereunder, or the manner or quality of the services provided hereunder in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. Any arbitration award hereunder shall be final and binding. By entering into this agreement, the parties are giving up their right to a trial by court or jury.
44. The agreement to mediate and arbitrate hereunder shall not apply to Small Claims actions brought by Consultant to collect fees or costs.



March 26, 2021

Mr. Sam Tooley
Nova Partners, Inc.
366 Clementina Street
San Francisco, CA 94108

Re: Los Altos Community Room Slab Issues
Los Altos, California

Dear Mr. Tooley:

At your request, Voss Laboratories, Inc. (VL) submits this proposal to provide concrete evaluation services in connection with the above-referenced structure. This proposal includes a brief background, general scope of work and a not-to-exceed budget.

BACKGROUND

The newly constructed community slab room is approximately 1 inch out of level with the high point being located along a transverse joint creating a high ridge along the joint relative to the remainder of the slab.

SCOPE OF WORK

The intent is to perform non-destructive testing to assist in gathering information to assess subgrade conditions as well as location of conduits and reinforcement for upcoming destructive testing (performed by others). The primary focus of the inspection will be:

1. Visual inspection of the slab area near the joint in question.
2. Impulse-Response testing to evaluate potential for loss of subgrade.
3. Surface Penetrating Radar (SPR) to locate conduits and reinforcement.
4. Impact-echo to determine thickness of slab.

Our focus will be assessing the concrete directly adjacent to the transverse joint in question. The transverse joint is approximately 60 feet across. The slab thickness is approximately 5 inches.

1. Field Inspection

- a. Perform visual inspection of concrete surfaces in accordance with ACI 201.1R, "Guide for Making a Condition Survey of Concrete in Service." The intent is to document as-found conditions with the intent of using these findings to assess the condition at the transverse joint.



MR. Sam Tooley
 MARCH 26, 2021
 PAGE 2

- b. Perform non-destructive testing. Non-destructive test methods will include:
- i. Slab Impulse Response (SIR) method detects and defines the extent of good versus void/poor support conditions of the slab. This technique utilizes an instrumented hammer and a velocity transducer (geophone). A triggered data acquisition system records waveforms from both the hammer and the geophone. In a plate-like structure (slab) the mobility factor is calculated as the ratio of the velocity amplitude at the test point to the force amplitude at a given frequency. The mobility is an indicator of the relative flexibility of the structure where an area of voiding will have a higher mobility as compared to areas of sound support beneath the liner. Testing will be performed in accordance with ASTM C1740-*Standard Practice for Evaluating the Condition of Concrete Plates Using the Impulse-Response Method*. Testing will be performed on four-foot centers both ways. An array of 6 rows X 14 tests/row for a total of 84 test points will be performed with 3 rows on either side of the joint. A contour plot will be generated locating possible void areas.
 - ii. Impact-echo testing to determine slab thickness in accordance with ASTM C1383. Testing will be performed at 10 locations across the transverse joint and at selected locations based upon visual inspection.
 - iii. Surface penetrating radar (SPR) to determine spacing and concrete cover of reinforcement as well as presence of conduits.
2. Generate written report including sketches documenting findings of field investigations.

Pricing

| | | |
|----|---|----------------|
| 1. | Prepare for inspection, review applicable reports, telecons and prepare equipment for travel. Travel to/from site. Perform one days of inspection and testing for one engineer (10 hrs X 1 Engineer X \$235/hr) | \$2,350 |
| 2. | Report preparation (allow 4 hours X \$235/hour) | \$940 |
| 3. | Expenses (mileage, misc.) | \$150 |
| | Total | \$3,440 |

We request a budget of \$3,440 for the scope of work described above. Actual charges will be billed on a time and materials basis. We will not exceed this budget without your prior authorization.



VOSS LABORATORIES, INC.

MR. Sam Tooley
MARCH 26, 2021
PAGE 3

If you have any questions, please call.

Very truly yours,

VOSS LABORATORIES, INC.

A handwritten signature in black ink that reads "Thomas A. Voss". The signature is written in a cursive style with a prominent initial 'T'.

Thomas A. Voss
Civil Engineer



April 1, 2021

Mr. Sam Tooley
Nova Partners, Inc.
366 Clementina Street
San Francisco, CA 94108

Re: Los Altos Community Room Slab Issues
Los Altos, California

Dear Mr. Tooley:

At your request, Voss Laboratories, Inc. (VL) submits this proposal to provide concrete evaluation services in connection with the above-referenced structure. This proposal includes a brief background, general scope of work and a not-to-exceed budget.

BACKGROUND

The newly constructed community slab room is approximately 1 inch out of level with the high point being located along a transverse joint creating a high ridge along the joint relative to the remainder of the slab.

SCOPE OF WORK

The intent is to perform non-destructive testing to assist in gathering information to assess subgrade conditions as well as location of conduits and reinforcement for upcoming destructive testing (performed by others). The primary focus of the inspection will be:

1. Visual inspection of the slab area near the joint in question.
2. Impulse-Response testing to evaluate potential for loss of subgrade.
3. Surface Penetrating Radar (SPR) to locate conduits and reinforcement.
4. Impact-echo to determine thickness of slab.

Our focus will be assessing the concrete directly adjacent to the transverse joint in question. The transverse joint is approximately 60 feet across. The slab thickness is approximately 5 inches.

1. Field Inspection

- a. Perform visual inspection of concrete surfaces in accordance with ACI 201.1R, "Guide for Making a Condition Survey of Concrete in Service." The intent is to document as-found conditions with the intent of using these findings to assess the condition at the transverse joint.



MR. Sam Tooley
APRIL 1, 2021
PAGE 2

- b. Perform non-destructive testing. Non-destructive test methods will include:
- i. Slab Impulse Response (SIR) method detects and defines the extent of good versus void/poor support conditions of the slab. This technique utilizes an instrumented hammer and a velocity transducer (geophone). A triggered data acquisition system records waveforms from both the hammer and the geophone. In a plate-like structure (slab) the mobility factor is calculated as the ratio of the velocity amplitude at the test point to the force amplitude at a given frequency. The mobility is an indicator of the relative flexibility of the structure where an area of voiding will have a higher mobility as compared to areas of sound support beneath the liner. Testing will be performed in accordance with ASTM C1740-*Standard Practice for Evaluating the Condition of Concrete Plates Using the Impulse-Response Method*. Testing will be performed on four-foot centers both ways. An array of 6 rows X 14 tests/row for a total of 84 test points will be performed with 3 rows on either side of the joint. A contour plot will be generated locating possible void areas.
 - ii. Impact-echo testing to determine slab thickness in accordance with ASTM C1383. Testing will be performed at 10 locations across the transverse joint and at selected locations based upon visual inspection.
 - iii. Surface penetrating radar (SPR) to determine spacing and concrete cover of reinforcement as well as presence of conduits.

2. Laboratory Testing

1. Perform Petrographic examination on 2 sections of extracted concrete (concrete samples will be extracted by others). Concrete samples will be analyzed from each side of the construction joint in question. Petrographic examination is subcontracted to others. Examination is performed in accordance with ASTM C856-18a: *Standard Practice for Petrographic Examination of Hardened Concrete*. Sections of concrete cores are attached to glass slides and then ground very thin to allow light to pass through. The concrete is examined for a variety of features including: ASR, microcracking, cement hydration, presence of pozzolans and an estimate of water to cement ratio.

3. Generate written report including sketches documenting findings of field investigations.
-

VOSS LABORATORIES, INC.

MR. Sam Tooley

APRIL 1, 2021

PAGE 3

Pricing

| | | |
|----|---|----------------|
| 1. | Prepare for inspection, review applicable reports, telecons and prepare equipment for travel. Travel to/from site. Perform one days of inspection and testing for one engineer (10 hrs X 1 Engineer X \$235/hr) | \$2,350 |
| 2. | Petrographic examination on 2 samples (allow \$2,500/samples X 2 samples) | \$5,000 |
| 3. | Report preparation (allow 4 hours X \$235/hour) | \$940 |
| 4. | Expenses (mileage, misc.) | \$150 |
| | <u>Total</u> | \$8,440 |

We request a budget of \$8,440 for the scope of work described above. Actual charges will be billed on a time and materials basis. We will not exceed this budget without your prior authorization.

If you have any questions, please call.

Very truly yours,

VOSS LABORATORIES, INC.

Thomas A. Voss
Civil Engineer



CONSENT CALENDAR

Agenda Item # 7

AGENDA REPORT SUMMARY

Meeting Date: June22, 2021

Subject: Amendment No. 6 to the Agreement between the City of Los Altos, California and Noll and Tam Architects, Inc. for extended Construction Administration and additional Professional Consulting Services for Hillview Community Center Redevelopment Project CF-01002

Prepared by: Jim Sandoval, Engineering Services Director

Reviewed by: Brad Kilger, Interim City Manager

Approved by: Brad Kilger, Interim City Manager

Attachment:

1. Noll and Tam's Architects Proposal (ASR #20)

Initiated by:

City Council – CIP Project CF - 01002

Previous Council Consideration:

July 9, 2019; March 12, 2019; September 11, 2018; July 10, 2018; March 13, 2018; December 12, 2017; September 26, 2017; August 22, 2017, May 23, 2017; April 25, 2017; July 30, 2019; October 13, 2020; October 27, 2020; April 27, 2021

Fiscal Impact:

The following contract amendment will cost up to \$43,716 and is funded by the approved Los Altos Community Center Project CF – 01002 in the Capital Improvement Program. Funds would be encumbered from available proceeds within the approved \$38.34M project budget. Including this amendment, the project remains under budget and no additional funding to the project is required.

- Breakdown of funds to be used:
 - o \$43,716 General Fund
- Amount already included in approved budget: Y
- Amount above budget requested: \$0

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- None

City Manager

BK

Reviewed By:

City Attorney

JH

Finance Director

JM



Subject: Professional Design Services Agreement Amendment: Community Center Project

Summary:

- Noll & Tam’s Design and Architectural Services are essential and needed until completion of the Los Altos Community Center.
- Noll & Tam is contracted with the City as the Architect for the design and construction administration services of the Los Altos Community Center.
- Proposed Amendment No. 6 allows Noll and Tam to be compensated for construction administration services between May 22, 2021, and Final Completion in July, in addition to technical support they provided in investigating the cause of the Community Room slab deformation.

Staff Recommendation:

Authorize the Interim City Manager to execute a contract amendment on behalf of the City with Noll & Tam Architects for added scope of services on the Los Altos Community Center Project in the amount of \$43,716.

Purpose

Execute an amendment for \$43,716 to the existing agreement with Noll & Tam Architects for the Los Altos Community Center Project.

Background

On August 22, 2017, Council authorized the execution of a professional services agreement between the City of Los Altos and Noll & Tam Architects in an amount not to exceed \$2,804,597 for design services for the Community Center Project. Subsequent Amendment Nos. 1-3 were approved by the Council on June 4, 2018, August 7, 2018, and July 30, 2019, respectively.

Amendment Nos.4 and 5 were approved by the Council on October 27, 2020, and April 27, 2021, respectively, for design updates and consulting services that were unforeseen and necessary during construction, and to enable continued construction administration that aligned with the construction completion schedule delays from COVID-19 and other unforeseen conditions. Amendment No. 4 extended the term of the contract by three months to March 20, 2021, and Amendment No. 5 extended the term from March 21st to May 21st, 2021.

Discussion/Analysis

The attached proposal provides the scope of serves for Amendment No. 6. In summary, these services include:

- 1) Construction Administration for extended construction completion schedule **(\$27,420):**



Subject: Professional Design Services Agreement Amendment: Community Center Project

-
- a) Extended construction administration services from May 22nd through an anticipated Substantial Completion¹ date of June 18, 2021, for ongoing construction administration support and to address a detailed punch list and review of the corrected work. (*\$18,420 of the \$27,420*)
 - b) Construction administration services for construction work completed after Substantial Completion. General contractor Gonsalves and Stronck (G+S) have advised that portions of the work will not be complete by the anticipated Substantial Completion date, including the metal roofing at the canopy owing to materials supply chain delays caused by COVID-19. (*\$9,000 of the \$27,420*)
 - 2) Technical support that occurred for an investigation on a deformity in the concrete slab in the Community Room, which was undertaken at the request of City engineering staff with the purpose of determining the cause of Community Room slab deformation reported by G+S. Noll and Tam and its subject matter expert sub-consultants visited the site to review conditions and gather data, analyzed data, reviewed project documentation (submittals and contract documents), attended multiple zoom conferences and developed a proposed course of action to determine cause of slab deformation and mitigation measures. (**\$3,520 + \$8,376**)
 - 3) Set-aside for subject matter expert sub-consultants as a contingency for unforeseen circumstances. (**\$4,400**)

Services provided with this proposal will be invoiced on a Fee and Expenses basis as accrued, not to exceed the stated values without prior written authorization.

Options

- 1) Authorize the Interim City Manager to execute an amendment with Noll and Tam Architects for professional services in the amount of \$43,716.

Advantages: Allows the design team to continue to provide construction support services through project completion and closeout the Los Altos Community Center and allows Noll and Tam to be compensated for construction administration services between May 22, 2021, and Final Completion in July and technical support they provided in investigating the cause of the Community Room slab deformation.

Disadvantages: None

¹ Substantial Completion is the date that construction is sufficiently complete to the point that the city can take ownership of the facility and begin using it for its intended purpose. Minor construction tasks and completion of commissioning and punch list items typically occur between Substantial Completion and Final Completion.



Subject: Professional Design Services Agreement Amendment: Community Center Project

- 2) Do not authorize the Interim City Manager to execute an amendment with Noll and Tam Architects for professional services in the amount of \$43,716.

Advantages: None

Disadvantages: Noll and Tam Architects will be unable to be compensated for construction administration services between May 22, 2021, and Final Completion in July and for the technical support they provided in investigating the cause of the Community Room slab deformation.

Recommendation

The staff recommends Option 1.

Los Altos Community Center

ASR #20

June 9, 2021

Peter Maslo

Project Manager

City of Los Altos

1 N. San Antonio Rd Los Altos, CA 94022

Re: Construction Administration Schedule Extension and Community Room Concrete Investigation.

Dear Mr. Maslo,

We respectfully submit this additional service request for the Community Room Slab Investigation and a fee extension for delayed substantial completion.

The Construction Administration schedule extension is requested because G+S's latest schedule pushes Substantial Completion to June 18thst, roughly four weeks later than stated in G+S's February schedule. G+S has advised that some construction activities will extend beyond the substantial completion date, so we've included fee to cover a roughly 2 week period in July for RFI's, punch list and back check. The fee request reflects a roughly 40% reduction in level of effort compared to previous 2 months. For June, design staff is scheduled for 80 hours and NT's project manager at 40 hours; for July design staff is scheduled for 40 hours and PM for 20 hours. The proposal includes \$4,400 fee set aside for consultants as a contingency for unforeseen circumstances.

The Community Room Slab Investigation was undertaken at the request of Nova and The City with the purpose of determining the cause of Community Room slab deformation reported by the contractor. Noll and Tam and Consultants visited the site to review conditions and gather data, analyzed data, reviewed project documentation (submittals and contract documents), attended multiple zoom conferences and developed a proposed course of action to determine cause of slab deformation and mitigation measures. Fees stated for the Community Room Slab Investigation are for hours already consumed.

Fees to be invoiced hourly + expenses, not to exceed \$34,716.00 without prior written approval.

Sincerely,



Approved:

James Gwise

Project Manager

date

06/09/2021

Peter Maslo

Project Manager City of Los Altos

date

| NT Schedule Extension | | | | | |
|--|----------------|-------------|------------------|-------------|--------------------|
| Noll and Tam | Hrs/Mth | Mths | Total Hrs | Rate | Fee |
| Dora Pollak | 120 | 1 | 120 | 140 | 16,800.00 |
| James Gwise | 60 | 1 | 60 | 170 | 10,200.00 |
| Janet Tam | 2 | 1 | 2 | 210 | 420.00 |
| Subtotal | | | | | \$27,420.00 |
| Consultants | | | | | |
| Daedalus - Community Room Slab Investigation | | | | | \$3,520.00 |
| Cal Engineering- Community Room Slab Investigation | | | | | \$8,376.00 |
| Consultant Schedule Extension (fee and expenses invoiced hourly) | | | | | \$4,400.00 |
| Subtotal (includes Noll and Tam 10% markup) | | | | | \$16,296.00 |
| Total Fee Authorization Requested | | | | | \$43,716.00 |

Attached:
 Cal Engineering Time by Job Detail
 Daedalus Fee Request



CONSENT CALENDAR

Agenda Item # 8

AGENDA REPORT SUMMARY

Meeting Date: June 22, 2021

Subject: Resolution No. 2021-37: Memorandum of Understanding between the City of Los Altos and the Los Altos Municipal Employees Association

Prepared by: Jon Maginot, Deputy City Manager

Approved by: Brad Kilger, Interim City Manager

Attachment(s):

1. Resolution No. 2021-37
2. July 1, 2021 – June 30, 2024 Memorandum of Understanding between City of Los Altos and Los Altos Municipal Employees Association

Initiated by:

Staff

Previous Council Consideration:

Multiple Closed Sessions held during 2021

Fiscal Impact:

FY 2021/22: \$145,600

FY 2022/23: \$320,000

FY 2023/24: \$500,000

Costs for FY 2021/22 and FY 2022/23 will be incorporated into the FY 2021/22 and FY 2022/23 adopted budget

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- Does the Council wish to approve a three-year Memorandum of Understanding with the Los Altos Municipal Employees Association?

Summary:

- The current Memorandum of Understanding (MOU) between the City of Los Altos and the Los Altos Municipal Employees Association (LAMEA) will expire on June 30, 2021
- LAMEA members ratified the successor agreement on June 10, 2021
- If approved by Council, the successor MOU will commence on July 1, 2021

Reviewed By:

City Manager

BK

City Attorney

JH

Finance Director

JM



Subject: Resolution No. 2021-37: Memorandum of Understanding between the City of Los Altos and the Los Altos Municipal Employees Association

Staff Recommendation:

Move to adopt Resolution No. 2021-37 approving the Memorandum of Understanding between the City of Los Altos and the Los Altos Municipal Employees Association



Subject: Resolution No. 2021-37: Memorandum of Understanding between the City of Los Altos and the Los Altos Municipal Employees Association

Purpose

To adopt a three-year Memorandum of Understanding between the City of Los Altos and the Los Altos Municipal Employees Association

Background

The Memorandum of Understanding (MOU) between the City of Los Altos and the Los Altos Municipal Employees Association (LAMEA) will expire on June 30, 2021. Representatives from the City and LAMEA met and conferred in good faith to reach a successor MOU. A tentative agreement was reached by the parties pending ratification by LAMEA members and final approval by the City Council. On June 10, 2021, the LAMEA membership successfully ratified the tentative agreement for a three-year MOU. Final approval is now before the City Council.

Discussion/Analysis

The successor MOU will take effect July 1, 2021 and will last through June 30, 2024. A clean and a redlined version of the MOU is attached. Note, staff will update the Table of Contents and Appendices following Council action.

Options

- 1) Adopt Resolution No. 2021-37 approving a successor three-year MOU between the City and LAMEA

Advantages: Successor MOU will be effective on July 1, 2021 upon the June 30, 2021 expiration of the current MOU

Disadvantages: None identified

- 2) Do not approve the successor MOU and direct City representatives to continue negotiations with LAMEA

Advantages: None identified

Disadvantages: Overturns the tentative agreement by the negotiating parties and ratification from LAMEA membership. Will not achieve a timely successor MOU

Recommendation

The staff recommends Option 1.

RESOLUTION NO. 2021-37

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
TO ADOPT THE MEMORANDUM OF UNDERSTANDING WITH LOS ALTOS
MUNICIPAL EMPLOYEES ASSOCIATION**

WHEREAS, the current Memorandum of Understanding (MOU) between the City of Los Altos (City) and the Los Altos Municipal Employees Association (LAMEA) will expire on June 30, 2021; and

WHEREAS, representatives from the City and LAMEA met and conferred in good faith to reach a successor MOU; and

WHEREAS, on June 10, 2021, LAMEA members completed voting and successfully ratified the terms of a three-year successor MOU.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby approves and adopts the Memorandum of Understanding with LAMEA for a term from July 1, 2021 through June 30, 2024.

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 22nd day of June, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Neysa Fligor, MAYOR

Attest:

Andrea Chelemengos, MMC, CITY CLERK

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF LOS ALTOS
AND
LOS ALTOS MUNICIPAL EMPLOYEE ASSOCIATION

JULY 1, 2021 - JUNE 30, 2024



PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between the City of Los Altos (CITY) and the LOS ALTOS MUNICIPAL EMPLOYEE ASSOCIATION (ASSOCIATION). This MOU constitutes the results of discussions between the City Representatives and Association representatives on all matters within the scope of representation. The term of this MOU shall be from July 1, 2021 through June 30, 2024.

ARTICLE 1. RECOGNITION

The City recognizes the Association as the exclusive representative all full-time employees in the classifications listed in Appendix A.

ARTICLE 2. NO DISCRIMINATION

The City and Association agree that no person covered by this MOU shall be discriminated against because of race, religious creed, political affiliation, color, national origin, ancestry, union activity, disability, medical condition, genetic condition, marital status, sex, age, gender identify, gender expression, sexual orientation, or any other basis protected by law, unless such factor is a bona fide occupational qualification or such action is required to comply with Federal or State law.

ARTICLE 3. DUES DEDUCTION

Upon written notification to the Human Resources Manager by the Association representative, the City shall implement Association dues deductions within thirty (30) days as follows:

- 3.1 The City will deduct Association dues upon written certification from the Association that it has and will maintain employees' written authorization to be a dues-paying member of the Association.
- 3.2 Payroll deductions shall be for a specified amount set by the Association and shall not include fines. The Association may change the fixed uniform dollar amount by giving the City thirty (30) days notice of any such change.
- 3.3 If an employee requests to cancel, change, or otherwise modify their dues deductions, the City shall direct the employee to the Association.
- 3.4 The City shall transmit withheld dues deductions to the Association on a periodic basis and by method agreed upon by the Parties.
- 3.5 When an employee is in a non-pay status for an entire pay period (currently two weeks), no withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status

during that pay period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding no deduction shall be made. In this connection, all required deductions have priority over the Association dues deduction.

- 3.6 The Association shall refund to the City an amount paid to it in error upon presentation of supporting evidence.
- 3.7 The Association shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City for the purpose of complying with the provisions of this Section.

ARTICLE 4. UNION RIGHTS

4.1 Meet and Confer

The Association will be notified and given the opportunity to meet and confer prior to changes in terms and conditions of employment, which are within the scope of representation as defined by the Meyers Milias Brown Act. The City retains the right to act on matters within the scope of representation after discharging all of its obligations under the Meyers Milias Brown Act.

4.2 New Employee Notification

The City will provide a written statement to each new employee hired into a classification represented by the Association that the employee's classification is represented by the Association and the name of a representative of the Association. If the Association provides the City with a packet of information to share with such employees upon hire, the City will provide eligible employees with that packet of information.

4.3 New Employee Orientation

- 4.3.1 The City will notify the Association, in writing, no less than fifteen (15) calendar days in advance of a new employee orientation that will be attended by an individual newly-hired into a classification represented by the Association. If the City cannot provide fifteen (15) business day advance notice of a new employee orientation due to an urgent need critical to the employer's operations, the City shall provide as much advanced notice as practicable and must provide the Association with a written statement as to why it did not provide fifteen (15) business days advance notice.
- 4.3.2 The new employee orientation notice provided to the Association will include the date, time and location of the orientation. The City agrees that it will not disclose the date, time, or place of any such new employee orientation(s) to anyone other than the employees who are to attend the orientation, the Association, or a vendor that is contracted to provide a service for purposes of orientation.

4.3.3 The City shall allow two (2) bargaining unit representatives designated by the Association to meet with the new employee(s) during new employee orientation. It is anticipated that this meeting would require approximately thirty (30) minutes in order to provide information about the MOU and related matters. Management representatives will excuse themselves during the Association portion of the orientation.

4.3.4 Employees attending an orientation as the Association representatives shall be given paid release time sufficient to cover the Association's presentation and travel time.

4.4 Employee Contact Information

Within thirty (30) days from the date of hire, promotion, or appointment of an employee into a classification represented by the Association, the City will provide the Association with the below information for such an employee:

- (a) Employee name
- (b) Job title
- (c) Department
- (d) Work location
- (e) Work phone number
- (f) Personal/cell phone number
- (g) Home address
- (h) Personal email address (if on file with the City)

The City will provide the Association with the above-listed information for all employees working in classifications represented by the Association every one hundred and twenty (120) calendar days, which will be established as every September, January, and May. If an employee's contact information has changed since the City last provided the Association with employee contact information, the City will provide the updated information to the Association at the next scheduled submission date.

4.5 Disclosure of Employee Contact Information to Third Party

The City shall not disclose employee contact information to a third party other than the Association unless required by law. The City shall provide the Association with reasonably immediate notice of any third party request for such information prior to disclosing the information to the third party.

Upon written request by an employee, the City shall not disclose the employee's home address, personal/cell phone number, or personal email address to the Association.

4.6 **Bulletin Board**

The City provides bulletin board space for Association postings at City Hall, the Police Station, Hillview Community Center and the Maintenance Service Center. The Association postings shall only be for the following: a) the Association election materials and election results; b) the Association official business reports of the Board of Directors or Committees, or Stewards' reports and notices; c) the Association news bulletins and meeting notices; d) the Association membership benefits and programs; and e) other written materials approved for posting by the City of Los Altos.

The Association may not post material on the bulletin boards that contain derogatory, defamatory, or inflammatory statements concerning the City or City employees, volunteers, or contractors, nor any material that disrupts the operations of the City. Forty-eight hours prior to posting of any notice on the designated bulletin board, the Association shall file one (1) copy of said notice or material with the Human Resources Manager or designee.

4.7 **Access to Association Representatives**

Membership meetings, organizing activities, membership campaigns, or dues collecting by Association or their representative on City premises or at work locations/sites during regular hours of work shall not be permitted.

Association representatives shall be granted reasonable access to employee work locations/sites to investigate matters relating to employer-employee relations, unless such access would constitute a safety hazard or would interfere with the operations of the City. Access to work locations/sites shall not constitute a safety hazard or interfere with operations of the City, as determined by the City. Association representatives shall not enter a work location/site without advance notification to the Human Resources Manager or designee.

4.8 **Representatives for Disciplinary or Grievance Matters**

The Association shall have the right to designate members to represent other members in disciplinary or grievance matters. Each such representative may have one (1) alternate whose sole purpose shall be to serve in the absence of the representative.

The Association shall notify the City in writing of the name of such representatives. The representatives shall conduct their representation activities on their own time and on the employee's own time, unless prior approval has been received from the Department Head or designee. Time off without loss of compensation shall be allowed for management-approved meetings.

4.9 **Meeting Places**

The Association shall have the same right as any other private organization to reserve City meeting rooms and facilities during non-working hours. Use of such meeting rooms and facilities shall be subject to established city policies and procedures for rental of such facilities.

ARTICLE 5. MANAGEMENT RIGHTS

5.1 Rights Retained

The City reserves all rights with respect to matters of general legislative, managerial and financial policy including, among others: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards and the levels of service; determine the procedure and standards of selection for employment; direct and schedule its employees; establish and enforce performance standards; take disciplinary action; relieve its employees of duties because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which governmental operations are to be conducted; require overtime; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and technology of performing its work. These rights shall be limited only as specified in the Agreement.

Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by and law regulating, authorizing or empowering the City to act or refrain from acting.

5.2 Impact on Bargaining Unit

The exercise of such rights shall not preclude the Association from meeting and conferring with City representatives about the impact that decisions on these matters may have on wages, benefits, and other terms and conditions of employment.

5.3 Emergency

Except in an emergency, City decisions shall not supersede the provisions of this Agreement. Emergency shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, earthquake, or other conditions, including conditions resulting from war or imminent threat of war. Action taken by the City to meet such emergency that are not in compliance with this Agreement shall be in effect only for the duration of the emergency.

ARTICLE 6. LAYOFF AND RECALL

6.1 Definition of Layoff

Layoff means the elimination of an employee's classification or position.

6.2 Reason for Layoff

The City in its discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work, material change in duties or organization, and/or lack of funds.

6.3 Notification of Layoff

Employees laid off due to the above reasons will be given written notice, either by certified mail or hand delivery, at least thirty (30) calendar days before the effective date of the layoff. A copy of such notice will be given to the Association.

6.4 Order of Layoff

An employee with permanent seniority in a classification shall have the right to displace an employee with less permanent seniority in the same classification in any department.

If it is determined that layoffs are necessary, employees in the affected classifications will be laid off in the following order:

- a) Temporary employees;
- b) Probationary employees;
- c) In the event of further reductions in force are necessary, an employee with permanent seniority in a classification shall have the right to displace an employee with less permanent seniority in the same classification in any department, if the employee is able to perform the remaining work available without further training.

All bumping and displacement shall first occur within the department that affected the layoff in question prior to City-wide bumping.

6.5 Reassignment

In lieu of layoff, the City may at its discretion (after consulting with the department head concerned) offer the employee(s) whose position is subject to elimination, the opportunity to transfer to a current vacant position.

6.6 Reemployment Rights

Employees who are laid off and whose last performance review was satisfactory or better shall be placed on a recall list for a period of one (1) year. An employee's name will remain on the list for one (1) year, or until he/she/they is offered an equal or comparable position in the laid off class, whichever comes first. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided he/she/they is presently qualified to perform the work in the job classification to which he/she/they is recalled without further training.

If an employee is recalled to a position in a lower rated job classification, he/she/they shall have the right to return to the job classification he/she/they held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. The City shall not hire new employees in bargaining

unit positions so long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

6.6.1 Employees, who accepted demotions in lieu of layoff, will be granted the same reemployment right as laid off employees.

6.6.2 Employees on reemployment lists shall have the right to apply for promotional positions.

6.6.3 Employees on reemployment lists eligible for recall shall be given written notice of recall. The notice may be hand-delivered or sent by certified mail or registered mail with a copy to the Association, provided that the employee must notify the City of his/her/their intention to return within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the City with his/her/their latest mailing address.

6.7 Full Rights

Employees who are laid off and are subsequently rehired within the one (1) year reemployment period will have their vacation accrual rate, and accumulated sick leave balance restored to the level they were upon separation.

ARTICLE 7. SENIORITY

7.1 Definition of Seniority

Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous full-time service for the City of Los Altos since his/her/their last date of hire, less any adjustments due to layoff, approved leaves of absence greater than sixty (60) days, unless otherwise specified by law.

7.2 Application for Seniority

In all applications of seniority under this Agreement the ability of the employee shall mean having at least a satisfactory rating or better from his/her/their last performance review, the qualifications and ability (including physical fitness) of an employee to perform the required work. Where the last performance review is satisfactory or better, ability and qualifications to perform the required work are, among the employees concerned, relatively equal seniority as defined above shall govern.

ARTICLE 8. BASE SALARY

8.1 Salary Increases

8.1.1 Effective the first full pay period after Association ratification and subsequent Council approval of this MOU, or the pay period that includes July 1, 2021, whichever is later, base

salary (defined as base pay only) for all classifications shall be increased three percent (3%).

8.1.2 Effective the pay period that includes July 1, 2022, base salary for all classifications shall be increased by the April 2022 year-over-year Consumer Price Index (CPI) for the San Francisco Bay Area, from the U.S. Department of Labor Bureau of Labor Statistics (DOL BLS) (minimum of 3%, maximum of 3.5%).

8.1.3 Effective the pay period that includes July 1, 2023, base salary for all classifications shall be increased by the April 2023 year-over-year CPI for the San Francisco Bay Area, from the U.S. DOL BLS (minimum of 2%, maximum of 3%).

Salaries for all represented classifications during the term of this MOU are listed in Appendix A.

8.2 Salary Survey

The City will complete a market salary survey for successor MOU negotiations. No later than September 2023, the City and the Association will meet to discuss appropriate comparator agencies to include in the market salary survey. The survey will evaluate total compensation and the City will endeavor to survey all classifications represented by the Association. The City will target sharing the completed market salary survey with the Association in March 2024.

8.3 Step Increases

Pay increases within the established pay range shall not be automatic, but shall depend upon increased service value of an employee to the City as shown by recommendations of the supervisor, performance, and length of service, special training taken, or other pertinent evidence.

The first [A] step is the minimum rate and should normally be the hiring rate for the classification. The City Manager or designee may hire above this step in case of an unusually well qualified person or in a tight labor market, or when such action in his/her/their opinion clearly appears to be in the best interests of the City.

The second [B] step is an incentive adjustment to encourage an employee to improve his/her/their work. An employee shall be eligible for consideration of a merit increase to second step after six (6) months of continuous service. Such merit increase shall be given only if recommended by the department head and approved by the City Manager or designee. Normally, an employee whose performance does not justify a merit increase to the second step should be released.

The third [C] step is the rate at which an employee should be paid after satisfactory performance in a given classification with not less than one (1) years' service at second [B] step. A merit increase to third [C] step shall be granted only upon recommendation of the department head and approval of the City Manager or designee.

The fourth [D] step should be granted only after the employee has served a minimum of one (1) year at the third step and upon recommendation of the department head that the employee's work is fully satisfactory and upon approval of the City Manager or designee.

The fifth [E] Step is the rate for a fully qualified and experienced employee. An employee should be eligible for consideration for adjustment to this step only after serving a minimum of one (1) year at the fourth [D] step and upon recommendation of his/her/their department head and the approval of the City Manager or designee.

8.4 Salary Review

An employee's salary rate shall be reviewed annually on the salary review date.

If an employee is appointed at the first [A] step, the employee's salary review date shall be the date of completion of six months of continuous full-time service at the first [A] step.

If an employee is appointed at the second [B] step or higher, the employee's salary review date shall be the date of completion of twelve (12) months of continuous full-time service.

An employee's salary review date shall change under the following conditions:

- a) Transfer. The salary review date of an employee transferred to a position of similar duties, responsibilities and salary range shall not be altered.
- b) Promotion. The salary review date of an employee promoted to a position, which involves either an increase in responsibilities or a change in duties and an increase in salary range, shall be altered to coincide with the effective date of such promotion.
- c) Demotion. The salary review date of an employee demoted to a position, which involves either a reduction in responsibilities or a change in duties and a reduction in salary range shall be altered to coincide with the effective date of such demotion.
- d) Leave of Absence. The salary review date of an employee whose service is interrupted by a leave of absence without pay, for whatever reason, for more than thirty (30) calendar days shall be adjusted by the total number of days, unless otherwise required by law.

8.5 Promotion (Non Flexibly-Staffed Positions)

Promotion is the appointment of an employee to a position in another classification with a higher top step base salary. An employee shall receive a minimum five percent (5%) increase to their base salary when they are promoted.

8.6 Flexibly Staffed Positions

Certain positions in the Association will be flexibly staffed to promote qualified incumbents from lower classifications to higher classifications without conducting a competitive recruitment process. Flexibly staffed positions also provide managers the flexibility to make appointments at either the lower or higher classification, depending on the needs of the department and the candidates' qualifications.

- 8.6.1 The flexibly staffed Association positions are as follows:
 Junior Engineer /Assistant Engineer /Associate Engineer
 Office Assistant I/II
 Assistant Planner / Associate Planner
 Management Analyst I/II
 Accounting Technician I/II

8.6.2 Promotion

To be eligible for promotion within a flexibly staffed position, the incumbent must have sustained satisfactory performance in the lower classification and must meet the minimum qualifications of the higher classification.

Employees who satisfy the criteria will be promoted upon recommendation of the Department Head. Employees who move from a lower classification into a higher classification within a flexibly staffed position will be on promotional probation for six (6) months.

The promotional probationary period may be extended an additional six (6) months at the discretion of the City Manager or designee. An employee rejected during the probationary period from the higher classification will be reinstated to his or her previous lower classification unless the employee is dismissed for cause.

ARTICLE 9. WORK PERFORMED IN A HIGHER CLASSIFICATION

If an employee is assigned to temporarily perform duties of another classification with a higher salary range because of a temporary vacancy in that position, and the assignment is for a minimum duration of 40 consecutive work hours, the employee's salary will be adjusted to the first [A] step of the higher classification or will be increased by 5%, whichever is greater. The compensation for the higher class work shall take effect at the outset of the assignment.

The Parties agree that to the extent permitted by law, pay for work performed in a higher classification is special compensation for Classic members only and shall be reported as such pursuant to Title 2 CCR Section 571(a)(3) Temporary Upgrade Pay.

The Parties agree that this provision does not provide employees with an entitlement to temporary assignment pay that would violate Government Code section 20480.

ARTICLE 10. BILINGUAL PREMIUM PAY

The City shall pay thirty-four dollars and sixty two cents (\$34.62) per pay period to employees approved to receive bilingual pay. To receive this pay, employees must demonstrate the ability to both understand and effectively communicate in a language other than English that the Department Head has determined is necessary for the effective or efficient operation of the City. Approval of both the Department Head and the City Manager or designee is required for an employee to receive bilingual pay. The Department Head and City Manager or designee maintain the right to determine the number of employees eligible to receive this pay.

Employees receiving this pay are required to speak the second language in the course and scope of their employment when it is necessary and may be asked to assist in translating.

The Parties agree that to the extent permitted by law, bilingual premium pay is special compensation and shall be reported as such pursuant to Title 2 CCR Sections 571(a)(4) and 571.1(b)(3).

ARTICLE 11. WORK SCHEDULES, OVERTIME, CALL-OUT PAY

11.1 Work Schedule

Employees shall be assigned to regularly-scheduled work shifts with standard daily start and stop times. Should it be necessary, in the interest of efficient operations, or due to a special event or circumstances, to modify an employee's regular work schedule, the City shall give at least five (5) working days notice of such change to the affected employee(s), unless such notice is not feasible. Nothing herein shall prohibit the City from adjusting an employee's work hours or days as needed. Work schedules shall not be unjustly changed.

11.2 Ten Hour Off-Duty Period

If an employee's supervisor requires the employee to work more than fourteen (14) hours in one work day (measured from the time the employee begins their shift on that workday), upon the employee's request, the employee's supervisor shall adjust the employee's schedule on the following day so the employee has at least a ten hour off-duty period before beginning their next shift, except in the event of an emergency or if the schedule adjustment will unduly disrupt City operations.

11.3 Alternative Work Schedules

Upon written request by an employee, the Department Head or designee and the employee's immediate supervisor/manager shall consider allowing the employee to work an alternative work schedule. This schedule will only be approved if it maintains established levels of service and is transparent to the public. In addition, this scheduling will be subject to the conditions, limitations and procedures outlined in the City's Administrative Policies.

Work schedules have been and will continue to be determined by the Department Head based upon the need to provide service to the public. These schedules will continue to be administered by the Department Head. The Department Head or designee will work with the employee's immediate supervisor/manager and the employee to determine the appropriate alternative work schedule and break time(s).

11.3.1 Alternative Work Schedule Options

(a) 4/10 Work Schedule

A 4/10 work schedule consists of four (4) workdays of ten (10) hours within a seven (7) day work week. For this schedule, the workweek begins Sunday at 12:00 AM and ends Saturday at 11:59 PM.

(b) 9/80 Work Schedule

A 9/80 is a work schedule of eighty (80) work hours, scheduled over the course of nine (9) workdays during a single biweekly pay period. The typical 9/80 schedule consists of eight (8) work days of nine (9)-hours, Monday through Thursday of each week, with one eight (8)-hour day on one of the Fridays. For this schedule, the workweek shall begin exactly four (4) hours after the start time of the day of the week that the employee's eight (8) hour work day is scheduled.

(c) Defined 9/80 Work Schedule

A Defined 9/80 Work Schedule consists of employees working 80 hours over nine days in a two week pay period. Employees work nine hours Monday through Thursday both weeks, and work one defined Friday of eight hours. With this schedule, City Hall and MSC are closed on the same Friday to both staff and the public. Police Department employees represented by LAMEA are exempt from the Defined 9/80 Work Schedule but may continue to have an alternate work schedule as defined in the policy.

11.3.2 Alternative Work Schedule Procedure

(a) An employee scheduled to work an alternative work schedule or an employee requesting to work an alternative work schedule shall submit an "Alternative Work Schedule Form" to his or her immediate supervisor and to the Department Head for approval. Human Resources must receive a copy of the approved form.

(b) Upon receipt of an employee's written request to work an alternative schedule, the Department Head will work with the employee's immediate supervisor/manager to determine whether the department can approve the employee's alternative work request.

1. In determining whether the department can approve the request, the department shall first consider its obligation to the public.
 2. If the department head determines that the alternative work schedule will not cause harm to the public service, he or she shall next consider whether the department can adequately manage the requested alternative schedule.
 3. Finally, the Department Head will consider an allow the requested alternative schedules as long as it does not diminish the quality of the employee's work, the availability of City services, or result in increased costs.
- (c) In certain circumstances, and depending on workload and department initiatives, the department head or designee may take the employee off their alternative work schedule unless an employee's labor agreement specifies otherwise. This may occur due to public service needs, the department's ability to manage the employee, the employee's performance or productivity, or for any other lawful reasons. In such instances, the department head or designee will make an effort to notify the employee ahead of time of any scheduling change.
- (d) Employees working an alternative work schedule cannot move their regular day off or "flex" or adjust work hours forward or backward on the alternating regular work day without written approval by their supervisor.
- (e) Starting and ending times for the work day for an employee working an alternative work schedule continue to be subject to approval by the employee's supervisor / manager. The supervisor/manager may adjust the employee's start and end times from time to time, as necessary to provide adequate staffing and coverage.

11.4 Meal Periods

Employees shall be entitled to a one (1) hour unpaid, duty-free meal period per shift. Whenever possible, the meal period shall be scheduled at the mid-point of each shift. Employees are relieved of responsibilities and restrictions during their meal period. If an employee is assigned to work an on-duty meal period, the work time will be paid time.

11.5 Rest Periods

Employees shall be entitled to a paid fifteen (15) minute rest period during each four (4) hours of work. Rest periods not taken shall be waived. The morning rest period shall be taken near the middle of the first four (4) hour period of the day whenever feasible.

11.6 Overtime

Employees may work overtime hours only with prior approval from the department head or designee. Paid time off due is included as “time worked” for purposes of computing contractual overtime.

Overtime shall be defined as follows:

- a) 8-hour shift employees – Employees assigned to an 8-hour shift shall receive 1.5 rate overtime compensation for all hours worked more than 8 hours per workday or 40 hours per workweek.
- b) 9-hour shift employees – Employees assigned to work an 9-hour shift shall receive 1.5 rate overtime compensation for all hours worked more than 9 hours per workday or 40 hours per workweek.
- c) 10-hour shift employees – Unit employees assigned to work a 10-hour shift shall receive 1.5 rate overtime compensation for all hours worked more than 10 hours per workday or 40 hours per workweek.

11.7 Compensatory Time Off

11.7.1 In lieu of overtime pay in cash, an employee may request to accrue compensatory time off (CTO), which will accrue at the rate of one and one-half (1 ½) times each overtime hour worked. The Department Head or designee has sole discretion to grant a request for CTO in lieu of cash overtime. The maximum hours of CTO an employee may accrue is 80. Once an employee has reached the CTO cap of 80 hours, overtime shall be compensated in cash.

11.7.2 All earned and unused CTO will be cashed out in the first pay period in December of every year. CTO will be cashed out at the employee’s regular rate of pay at the time of the cash out.

11.7.3 An employee wanting to use his/her/their CTO shall provide his/her/their Department Head with reasonable notice of such request. Reasonable notice is defined as at least ten (10) calendar days in advance. If reasonable notice is provided, the employee’s request may not be denied unless it is unduly disruptive to the department. A request to use CTO without reasonable notice may still be granted within the discretion of the Department Head or designee responsible for considering the request.

11.7.4 At separation, any accrued and unused CTO will be cashed out at the employee’s regular rate at time of separation, or as otherwise required by law.

11.8 Call-Out Pay

Call back compensation shall be a minimum of three (3) hours at 1.5 rate overtime compensation. Callbacks between the hours of 9:00 p.m. and 5:00 a.m. will be compensated at a minimum of four (4) hours at 1.5 rate overtime compensation.

ARTICLE 12. UNIFORMS, SAFETY EQUIPMENT, AND MILEAGE REIMBURSEMENT**12.1 Uniforms**

The City shall be responsible for provision and maintenance of all required uniforms and safety equipment.

12.2 Safety Equipment

The City shall provide safety equipment as follows. This safety equipment shall remain the property of the City.

12.2.1 Building Division

The City will provide high quality, non-steel-toed safety/work boots to Building Inspectors, Senior Building Inspectors, Construction Inspectors, and other individuals in classifications in the Building Division that visit construction sites. Safety/work boots will be replaced at the City's expense when they are unserviceable, not more than twice per employee per year. Total cost to the City shall not exceed two hundred fifty dollars (\$250) per pair of safety/work boots.

12.2.2 Engineering Department

The City will provide non-steel-toed safety/work boots and rain coats to GIS Technicians, Junior Civil Engineers, Assistant Civil Engineers, Associate Civil Engineers, Senior Engineers, and other individuals in classifications in the Engineering Department that visit construction sites. Safety/Work boots and/or raincoats will be replaced at the City's expense when they are unserviceable, not more than twice per employee per year. Total cost to the City shall not exceed two hundred fifty dollars (\$250) per pair of work boots and raincoat.

12.2.3 Planning Division

The City will provide non-steel-toed safety/work boots for Assistant Planners, Associate Planners, Senior Planners and other individuals in classifications in the Planning Division that visit construction sites. Safety/work boots will be replaced at the City's expense when they are unserviceable, not more than once per employee per year. Total cost to the City shall not exceed two hundred and fifty dollars (\$250) per fiscal year.

12.2.4 Maintenance Service Center

The City will provide high quality, steel-toed safety/work boots for Maintenance Supervisors. Safety/work boots will be replaced at the City's expense when they are unserviceable, not more than twice per employee per year. Total cost to the City shall not exceed two hundred fifty dollars (\$250) per pair of work boots.

12.3 Uniforms for Records Personnel

The Police Department will furnish Records Personnel with uniforms as authorized by the Chief of Police, excluding socks, turtlenecks, and t-shirts. Issued uniforms will include one long sleeve shirt, one short sleeve shirt, four polo shirts, 2 sweaters and/or sweatshirts, three pairs of pants or skirts, and one tie on an annual basis if the item is unserviceable. The Police Department will provide dry cleaning services through a specified company for Department issued articles and wash services for the polo shirt and sweatshirt. The Department will furnish each Records staff with a badge, one metal nametag and shoulder patches. The Chief shall reserve the right to repair equipment rather than replace equipment or repair shall be routed through the employee's supervisor, the Records Lead.

12.4 Appearance

Employees shall be responsible for ensuring that uniforms are maintained and work in a neat and professional manner. Supervisors shall be responsible for ensuring that employees maintain a proper appearance and take appropriate actions as required.

12.5 Mileage Reimbursement

Employees required to travel on City business shall either be provided with a City vehicle or reimbursed for transportation expenses. City business does not include travel from home to work.

Employees required to use their private automobiles for City related business shall be reimbursed for all such authorized travel at the current IRS rate. Employees using their private vehicles must maintain appropriate automobile insurance coverage.

ARTICLE 13. HOLIDAYS**13.1 Observed Holidays**

The following are City-observed holidays:

| | |
|------------------------|-------------------------------|
| New Year's Day | January 1 |
| Martin Luther King Day | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veterans Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day After Thanksgiving | Friday after Thanksgiving Day |
| Christmas Day | December 25 |

Holidays that fall on Saturday will be observed the Friday before. Holidays that fall on Sunday will be observed the following Monday. Holidays that fall on a non-working Friday will be observed the prior Thursday.

13.2 Paid Time Off for Holidays

13.2.1 When an observed holiday falls on an employee's regularly scheduled ten (10) hour work day, the employee shall receive nine (9) hours of paid holiday. When an observed holiday falls on an employee's regularly scheduled nine (9) hour work day, the employee shall receive nine (9) hours of paid holiday. When a holiday falls on an employee's regularly scheduled eight (8) hour work day, the employee shall receive eight (8) hours of paid holiday.

13.2.2 If a holiday falls on a non-working Friday and the Thursday before is also a holiday, the employee shall receive holiday pay the Wednesday before the holiday in accordance with the employee's regularly scheduled hours for those days. (For example, if a non-working Friday falls on the day after Thanksgiving, employees would maintain their non-working Friday and receive nine (9) hours of holiday pay on Wednesday and Thursday instead of receiving holiday pay on Thursday and Friday).

13.2.3 Employees on a 4/10 Schedule will need to use either floating holiday, vacation or compensatory time to cover the difference between their regularly scheduled hours and the compensated time received for holidays. Employees who take a full day off on a ten (10) hour workday will be charged ten (10) hours of leave. Employees who take a full day off on a nine (9) hour workday will be charged nine (9) hours of leave. Employees who take a full day off on an eight (8) hour workday will be charged eight (8) hours of leave.

13.3 Floating Holidays

13.3.1 Records personnel in the Police Department are entitled to two eight-hour floating holidays. One eight-hour floating holiday accrues on April 1. The other eight-hour floating holiday accrues on October 1.

13.3.2 All other employees are entitled to one nine-hour floating holiday that accrues on July 1.

13.3.3 Floating holidays may be taken anytime upon approval of the Department Head or designee.

ARTICLE 14. VACATIONS

14.1 Vacation Accrual

Full-time employees shall accrue vacation hours up to a maximum as follows:

| <u>Years of Continuous Service</u> | <u>Annual Vacation Accrual</u> | <u>Maximum Accrual</u> |
|------------------------------------|--------------------------------|------------------------|
| Less than 5 years | 112 hours | 264 hours |
| 5 years | 152 hours | 384 hours |
| 6 years | 160 hours | 408 hours |
| 8 years | 168 hours | 432 hours |
| 10 years | 176 hours | 456 hours |
| 12 years | 184 hours | 480 hours |
| 14 years | 192 hours | 504 hours |
| 20 years | 212 hours | 564 hours |

For the purposes of this section, years of continuous service shall mean an employee's length of continuous full-time service for the City since his/her/their last date of hire, less any adjustments due to layoff or approved leaves of absence greater than (30) days, unless otherwise required by law.

Vacation accrual changes will begin the first full pay period following the employee's anniversary date.

14.2 Vacation Eligibility Requirements

An employee shall be eligible to take paid vacation after six (6) months employment with the City, not to exceed the amount of vacation leave earned up to that time. However, employees shall accumulate vacation upon employment with the City.

Employees shall not accrue vacation leave for any pay period during which they are on leaves of absence without pay.

14.3 Scheduling Vacations

The times during a calendar year at which an employee may take his/her/their vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service.

14.4 Maximum Vacation Accumulation

No vacation shall be earned or accrued above the maximum. Exceptions to the accrual maximum, in extraordinary circumstances, may be granted with written approval of the City Manager. Any such decision shall not be subject to the grievance procedure.

14.5 Holiday Falling During Vacation

In the event a City-observed holiday falls during an employee's vacation, the employee shall not be charged a vacation day for the holiday.

14.6 Illness During Vacation

If an employee becomes ill while on vacation, cancels the remaining vacation, and returns home, the employee must immediately notify their supervisor to have the period of illness charged against sick leave and not against vacation leave.

14.7 Vacation Cash Out

Any employee who separates from the service of the City, shall receive pay for all accrued vacation upon their separation from employment with the City. Payment for all unused vacation hours shall be at the employee's base hourly rate at the time of separation.

ARTICLE 15. LEAVE PROVISIONS**15.1 Time Off to Vote**

If an employee does not have sufficient time outside of working hours to vote at a state-wide election, the employee may, without loss of pay, take off enough working time which when added to the voting time available outside of working hours will enable the employee to vote.

No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on Election Day, the employee shall give the City at least two working days' notice that time off for voting is desired, in accordance with the provisions of this section.

Employees who are registered voters who need time off to vote should make arrangements with their immediate supervisor.

15.2 Bereavement Leave

In the event of a death in the immediate family member, up to five (5) days of paid bereavement leave will be allowed for personal matters relating to the death. Immediate family is defined as wife, husband, domestic partner, mother (in-law), father (in-law), sister (in-law), brother (in-law), son (in-law), daughter (in-law), grandparent (in-law), grandchild (in-law), stepchild, or stepparent. Special circumstances beyond this policy (such as other relatives residing within the employee's household) may be considered on a case-by-case basis and must be approved by the City Manager.

15.3 Perfect Attendance

Effective July 1, 2021, employees no longer accumulate perfect attendance hours and are not entitled to perfect attendance payouts during employment or at separation.

The City will cash out each employee's accumulated and unused perfect attendance hours in the first full pay period in December 2021. Each hour of accumulated perfect attendance will be cashed-out at the employee's base hourly rate as taxable wages.

See also option to cash out sick leave at separation and increase to employees' vacation accruals.

15.4 Leave of Absence Without Pay

Upon written request by an employee, the City Manager may grant an employee up to sixty (60) days of leave without pay if the City Manager or designee determines such leave is in the best interest of the City.

Failure of an employee on leave without pay to report to work promptly at the expiration of the leave, or within reasonable time after notice to return to duty, shall be cause for discharge.

15.5 Family Medical Leave

Family care, medical, and pregnancy disability leave shall be provided according to applicable law.

15.6 Sick Leave

Employees accrue sick leave at a rate of 3.69 hours per bi-weekly pay period in paid status. Use of sick leave use is governed by City Administrative Instruction HR-12, the current version of which is attached to this MOU as Appendix B. From time to time, and consistent with the City's bargaining obligations (if any), the City will update Administrative Instruction HR-12 to comply with new developments in the laws governing sick leave.

Accrued sick leave carries over from year to year. No accrual limit applies.

Unused sick leave may be converted to retirement service credit as permitted by the City's contract with CalPERS and applicable CalPERS laws and regulations.

15.7 Sick Leave Pay Out at Honorable Separation

Upon honorable separation from the City (retirement, death, or resignation with no accompanying investigation or disciplinary matter), employees with five (5) or more years of continuous service with the City may elect to receive cash payment of their accumulated and unused sick leave hours, up to 100 hours. Each hour of cashed-out sick leave will be paid at the employee's base hourly rate at the time of separation.

Federal taxation law governs this section and the City may require employees to submit an irrevocable election form the calendar year prior to separation to take advantage of this benefit.

15.8 Administrative Leave

The City provides eighty (80) hours of paid administrative leave per fiscal year to employees in the classifications of Senior Engineer and Senior Planner. The eighty (80) hours of administrative leave accrues the first full pay period of each fiscal year. Administrative leave does not carry over from year to year and administrative leave balances remaining in the last pay period of the fiscal year will be reduced to zero. The annual administrative leave amount will be prorated for employees who are hired or promoted into eligible classifications during a fiscal year.

Employees who separate from City employment shall be paid for each hour of their accumulated and unused administrative leave at their base hourly rate.

The City may remove reference to Senior Engineer and Senior Planner from City Administrative Leave Policy HR-05 Management Leave, last updated April 27, 2021.

ARTICLE 16. BENEFIT PROGRAMS**16.1 Workers' Compensation Insurance / Industrial Temporary Disability:**

Any employee incurring an injury or disability in the course and scope of his/her/their employment shall be entitled to injury leave to the extent provided by the State Workers' Compensation and Insurance Act. Any employee on Workers' Compensation injury leave shall receive full salary for up to ninety (90) calendar days after the injury, provided medical documentation substantiates the disability. After 90 days, if the employee is still disabled he/she/they may opt to continue receiving the difference between full salary and Workers' Compensation benefits to the extent earned vacation leave and/or sick leave is available.

16.2 Long Term Disability Insurance

To the extent that long-term disability (LTD) programs continue to be available, the City will continue to provide the kinds and types of coverage currently offered. The employee shall pay the full premium for this insurance with a post-tax deduction, which means the employee will pay for coverage out of their post-tax earnings. The current coverage provides for income protection up to sixty-six and two-thirds per cent (66 2/3%) of monthly salary up to \$10,000 maximum per month following a ninety (90) day elimination period, which begins on the date of illness or injury.

The City maintains the right to select or change carriers, and also to modify the long-term disability plans so long as the level of benefits shall remain substantially the same. Employees should refer to the plan documents for a complete description of benefits, coverage and limitations. If, during the term of this Agreement a change in insurance plans or coverage is necessary, the City shall provide notice and, upon request, meet with representatives of the Association.

The City integrates leave balances with LTD benefits, starting with sick leave, upon employee request.

16.3 Tuition Reimbursement Program

Tuition Reimbursement Program shall be consistent with the City's Education Reimbursement Program, as set forth in Administrative Instruction HR-11.

16.4 Health and Medical Benefits:**16.4.1 Active Employees – PEMHCA Contribution**

The City currently provides medical benefits through the California Public Employees' Retirement System (CalPERS) Health Program under the Public Employees' Medical and Hospital Care Act (PEMHCA). Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and PEMHCA.

The City will contribute the minimum monthly amount required by PEMHCA for medical insurance benefits (PEMHCA Minimum Contribution). The City pays this contribution directly to CalPERS. This amount is established annually by CalPERS and is the minimum amount the City must pay on behalf of employees for medical insurance. This contribution is required only to the extent mandated by law and only as long as the City participates in the PEMHCA plan.

16.4.2 Section 125 Cafeteria Plan and Administrative Fees

The City will maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing members with access to various health benefits.

The City pays the CalPERS health care administrative fees and the cafeteria plan administrative fees.

The City maintains the right to select or change medical plans and providers, and also to modify the medical plans so long as the level of benefits shall remain substantially the same.

16.4.3 "Unequal Contribution" Method for CalPERS Annuitants

The City uses the "unequal contribution" method for the City's contribution to medical insurance benefits for CalPERS Annuitants pursuant to Government Code Section 22892. Under this method, the City is required annually to increase the total monthly annuitant medical insurance benefit contribution to equal an amount not less than the number of years the City has been in the PEMHCA program multiplied by 5% of the current monthly employer contribution for active employees until the time the City's contribution for annuitants equals the PEMHCA Contribution paid for active employees.

16.4.4 CalPERS Annuitants – PEMHCA Health Benefits

In accordance with PEMHCA, eligible retirees shall receive the PEMHCA Minimum Contribution if they elect to continue health benefits with CalPERS.

16.4.5 Additional Employee Contribution

In addition to the PEMHCA Minimum Contribution, the City shall provide an additional contribution to eligible employees to offset the cost of participation in City sponsored medical benefits available through an IRS Section 125 cafeteria plan (Additional Contribution). The Additional Contribution is based on the employee's medical insurance plan participation level. The PEMHCA Minimum Contribution, when added to the Additional Contribution, will equal the City's total monthly contribution toward an employee's medical election (Total Contribution).

16.4.6 Total Contribution

The City's total contribution will increase each calendar year by 3% as follows:

| | |
|------|---------|
| 2021 | \$2,527 |
| 2022 | \$2,603 |
| 2023 | \$2,681 |
| 2024 | \$2,761 |

The City will continue the practice of paying the January premium in December at the increased rate.

16.4.7 Employee Contribution

If an employee chooses Flexible Benefit Plan benefits whose aggregate cost exceeds the City's total contribution to the Cafeteria Plan, the City will automatically deduct the excess amount on a pre-tax basis from the employee's bi-weekly payroll.

16.4.8 Cash In Lieu of Medical Benefits**16.4.8.1 Employees Hired After October 1, 2013**

Employees who provide proof of alternative minimum essential coverage for themselves and their tax family shall receive \$350 per month, beginning the first full pay period after sufficient proof is provided.

16.4.8.2 Employees Hired On or Before October 1, 2013

Employees who provide proof of alternative minimum essential coverage for themselves and their tax family shall receive \$1,096.59 per month, beginning the first full pay period after sufficient proof is provided.

Employees who elect a medical plan but do not use the entirety of their cafeteria plan allowance shall receive a monthly cash payment equal to the difference between the cafeteria plan allowance and the cost of their medical election minus the least expensive rate for the elected medical insurance tier for a single employee. The maximum amount of unused allowance shall be \$1096.59 per month, which is subject to taxation as wages.

16.5 Dental and Vision Reimbursement Plan

The City's maximum employee dental and vision reimbursement per fiscal year is one thousand and thirty nine dollars (\$1,939.00) per employee and one thousand two hundred and ninety one dollars (\$1,291.00) per dependent. Based on City Council Resolution 2008-45, the annual reimbursement maximum for employees and dependents will be adjusted annually using the September 12-month Consumer Price Index for the San Francisco Bay Area from the U.S. Department of Labor, Bureau of Labor Statistics (maximum 3%) and becomes effective January 1 of the following year.

The annual benefit is pooled such that the employee and their eligible dependent(s)' annual maximum benefit amounts are combined and the employee or the eligible dependent(s) may incur eligible expenses up to the pooled maximum annual benefit.

If, during the term of this Agreement a change in dental plans or coverage is necessary, the City shall provide notice and, upon request, to meet with representatives of the Association. Employees should refer to the dental plan documents for a complete description of benefits, coverage and limitations.

The Dental Plan shall provide the ability to shift dental dollars to vision care up to maximum dental reimbursement designated for the year for vision care for the unit member and dependent to include prescriptive lenses and frames, contact lenses, optometry or eye care appointments which are not covered by unit member or dependents medical insurance.

16.6 Flexible Spending Arrangements

The City maintains a Flexible Benefit Plan pursuant to Section 125 of the Internal Revenue Code to provide eligible active employees with access to various health and welfare benefits, including a Health Care Flexible Spending Arrangement and a Day Care Flexible Spending Arrangement.

16.7 State of California Short Term Disability Insurance (SDI)

Employees participate in the State of California Short Term Disability Insurance (SDI) Program. The program shall be at the employee's cost.

The City integrates leave balances with SDI benefits, starting with sick leave, upon employee request.

16.8 Medical Insurance While on LTD or SDI

Employees receiving benefits under the City’s LTD Insurance Plan or under the State Disability Insurance may continue their health benefits while still employed by the City by paying the full premium directly to CalPERS, unless otherwise required by law.

16.9 Retiree Health Savings Plan

The City will make available to all employees a retiree health savings plan (RHSP) administered by ICMA-RC. Effective January 1, 2022, the City will contribute to each employee’s RHSP account an amount based on continuous years of service at the City as follows:

| <u>Years of Service</u> | <u>Pay Period Contribution</u> |
|-------------------------|--------------------------------|
| 0-5 | \$25.00 |
| 5-10 | \$35.00 |
| 10+ | \$45.00 |

For probationary employees, the City’s contribution will vest upon successful completion of probation.

16.10 Deferred Compensation Plan

The City shall continue to make available deferred compensation plans for voluntary employee participation. If permitted by the plan(s), the City shall establish a brokerage link option for the plans no later than sixty (60) days after Association ratification and City Council approval of this MOU.

16.11 Basic Life and AD&D Insurance

The City provides Basic Life and Accidental Death and Dismemberment (AD&D) insurance to full time employees. Employees are enrolled on their date of hire. The current benefit is one and one half (1 ½) times the employee’s Basic Annual Earnings, up to a \$150,000 annual maximum.

The City maintains the right to select or change carriers, and also to modify the life insurance plan as long as the level of benefits remains substantially the same. Employees should refer to the plan documents for a complete description of benefits, coverage and limitations.

ARTICLE 17. RETIREMENT PLANS

The City contracts with CalPERS to provide the following retirement benefits.

17.1 2.7% at Age 55 Plan

For “Classic” employees hired on or before December 31, 2011, the City provides the CalPERS 2.7% at age fifty-five (55) retirement plan for miscellaneous employees. Each employee shall pay the full eight percent (8%) employee contribution rate to maintain such benefits. Additional benefits currently provided include:

- a) Single highest year (California Government Code section 20042)
- b) Credit for unused sick leave (California Government Code section 20965)
- c) 3rd Level 1959 Survivor Benefit (California Government Code section 21573)
- d) Military Service Credit (California Government Code sections 21024, 21027)
- e) Annual 2% COLA (California Government Code section 21329)

A comprehensive list of additional benefits is available by viewing the City’s contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

17.2 2.0% at Age 60 Plan

For “Classic” employees hired on or after January 1, 2012, the City provides the CalPERS 2.0% at age sixty (60) retirement plan for miscellaneous employees. Each employee shall pay the full seven percent (7%) employee contribution rate to maintain such benefits. Additional benefits currently provided include:

- a) Three year average final compensation (California Government Code section 20037)
- b) Credit for unused sick leave (California Government Code section 20965)
- c) 3rd Level 1959 Survivor Benefit (California Government Code section 21573)
- d) Military Service Credit (California Government Code sections 21024, 21027)
- e) Annual 2% COLA (California Government Code section 21329)

A comprehensive list of additional benefits is available by viewing the City’s contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

17.3 2.0% at Age 62 Plan

For “New Member” employees, the City provides the CalPERS 2.0% at age sixty-two (62) retirement plan. New Member employees shall pay the retirement contributions as required by law, which is currently fifty percent (50%) of the normal cost rate set forth in the annual CalPERS valuation report. Additional benefits currently provided include:

- a) Three year average final compensation (California Government Code section 20037)
- b) Credit for unused sick leave (California Government Code section 20965)
- c) 3rd Level 1959 Survivor Benefit (California Government Code section 21573)
- d) Military Service Credit (California Government Code sections 21024, 21027)
- e) Annual 2% COLA (California Government Code section 21329)

A comprehensive list of additional benefits is available by viewing the City’s contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

As used here, the term “New Member” is defined by the Public Employees’ Pension Reform Act of 2013 (PEPRA).

ARTICLE 18. SAFETY

The City and the Association have a mutual interest in providing safe and healthful working conditions for its employees, in protecting City property from damage and loss and in ensuring the safety of the public when using City facilities. To this end both parties will work actively to adhere to the provisions of the City’s Injury and Illness Prevention Program.

18.1 Health and Safety Provisions

Health and safety provisions are covered under the City’s Injury and Illness Prevention Program.

18.2 City Safety Committees

One City employee, who is a member of the Association, shall be a member of the City’s Safety Committee.

18.3 Outstanding Safety Issues

Any outstanding safety issues or concerns should be addressed to the employee’s immediate supervisor.

ARTICLE 19. GRIEVANCE PROCEDURE

The Grievance Procedure is established to provide a consistent process for the fair and expeditious resolution of grievances.

19.1 Definition of a Grievance

A grievance is an allegation by one or more employees or the Association that there has been a misinterpretation, misapplication or violation of this MOU. However, Article 2 of this MOU (Discrimination) is not within the scope of the grievance procedure.

19.2 Time Limitations

Should a decision not be rendered within the time limits set forth below, the grievant may immediately appeal to the next step of this procedure. Should the grievant fail to appeal a decision within the time limits set forth below, the grievance will be considered resolved and the grievant will have waived all rights to appeal.

19.3 Grievant

An employee, a group of employees, or the Association may file a grievance. If an employee(s) is the grievant, they must initiate their grievance at Step One. If the Association is the grievant, it must initiate the grievance at Step Two. The Association may represent an employee(s) grievant at Step Two or higher in the grievance process.

19.4 Steps in the Grievance Process

19.4.1 Step One (Immediate Supervisor)

An employee(s) who alleges a violation of the MOU must present the grievance to their immediate supervisor. If the Association is the grievant, it must submit the grievance at Step Two. The grievance must be presented to the immediate supervisor within ten (10) calendar days of the occurrence giving rise to the grievance or the time within which the grievant knew or should have known of the occurrence.

The supervisor will investigate the alleged grievance. The supervisor shall provide a decision on the grievance within ten (10) calendar days from the date the employee presented the grievance.

19.4.2 Step Two (Department Head)

If the employee(s) is not satisfied with the decision on the Step One, the employee(s) or their representative must present the grievance to the Department Head within ten (10) calendar days from the response from the supervisor at Step One.

The Step Two grievance must in writing and must (1) state the section(s) of the MOU alleged to be violated; (2) provide sufficient facts to establish that a violation of the identified section(s) of the MOU has occurred; and (3) state the desired remedy to resolve the grievance.

If the Association is the grievant, the written grievance must be submitted within ten (10) calendar days of the date of the occurrence giving rise to the grievance or the time within which the Association knew or should have known of the occurrence.

The Department Head or designee will investigate the alleged grievance. The investigation will include a meeting with the grievant. The Department Head or designee shall provide a written decision on the grievance to the grievant within ten (10) calendar days from the Step Two written grievance.

19.4.3 Step Three (Personnel Review)

If the grievant is not satisfied with the decision on the Step Two grievance, the grievant must present the grievance in writing to the Human Resources Manager within ten (10) calendar days of the grievant's receipt of the decision from the Department Head at Step Two.

The Step Three grievance must (1) state the section(s) of the MOU alleged to be violated; (2) provide sufficient facts to establish that a violation of the identified section(s) of the MOU has occurred; (3) provide as much narrative as possible as to why the employee is not satisfied with the decision on the Step Two grievance; and (4) state the desired remedy to resolve the grievance. The Step Three grievance must attach the written decision of the Department Head at Step Two.

The Human Resources Manager or designee shall investigate the alleged grievance. The Human Resources Manager or designee shall provide a written decision on the grievance to the grievant within fifteen (15) calendar days from receipt of the Step Three written grievance.

19.4.4 Step Four (Arbitration)

Should the grievance remain unresolved through the preceding steps, the Association may request binding arbitration as the final step in the grievance process, by notifying the City Manager in writing of their intent to proceed to arbitration. Such notice shall be provided to the City Manager within fifteen (15) calendar days from the employee's receipt of the Human Resources Manager's decision at Step Three.

19.4.4.1 Selection of the Arbitrator: Upon notice of intent to arbitrate, the Association and the City Manager or designee shall meet to select an arbitrator. If unable to mutually agree on the selection of an arbitrator, then a list of seven (7) available arbitrators shall be obtained from the State of California Mediation and Conciliation Services. Upon receipt of such list, the parties shall meet (in person, by phone or virtually) and if unable to mutually select an arbitrator from such list then a coin shall be flipped and the party correctly calling the coin flip shall strike a name from the list. The parties shall then alternately strike names from the list until only one name remains and that individual shall be the arbitrator.

19.4.4.2 Decision of the Arbitrator: The decision, opinion, and award of the arbitrator shall be final and binding upon all parties, subject to review only under the provisions of California Code of Civil Procedure Section 1280 et seq., as amended. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this MOU.

19.4.4.3 If the question of arbitrability is raised, the arbitrator shall make his/her/their determination on arbitrability prior to hearing the merits of the grievance, unless the parties mutually agree otherwise.

19.4.4.4 The City shall prepare in blank and deliver to the arbitrator subpoenas for issuance by him/her. The arbitrator may, in his/her/their discretion, require a showing of good cause prior to the issuance of any subpoena.

19.4.4.5 The Association and the City agree to share equally all costs of the arbitrator and to be responsible for their own respective costs of making their presentation to the arbitrator.

19.4.4.6 If by mutual agreement or requirement of the arbitrator, services of a court reporter are utilized, the parties agree to equally share the cost of such service. Any cost for transcription shall be borne by the party requesting it.

19.5 Extension of Time Limits

The Step One time limits set forth above may be extended with prior written approval from the City Manager. The remaining time limits set forth above may be extended by mutual agreement.

19.6 General Provisions

19.6.1 Nothing in these procedures shall be construed to prevent discussion or meetings between parties at any time to clarify the facts to conclude any matter as promptly as possible.

19.6.2 Nothing in these procedures shall be construed to prevent the parties from mutually agreeing to other alternative dispute procedures, such as voluntary mediation, at any point during the grievance procedure.

19.6.3 Concurrent grievances alleging violation of the same provision and/or based on the same occurrence may be consolidated upon the agreement of the City and the Association. Consolidated grievances or appeals shall be determined in one proceeding.

19.6.4 Once a Step Two grievance has been submitted, no other grievance concerning the issue, incident, or action upon which the grievance is based may be initiated.

ARTICLE 20. APPEAL PROCEDURE FOR FINAL DISCIPLINARY ACTION

The following administrative appeal process shall apply to all appeals of final disciplinary actions. For purposes of this section “final disciplinary action” means disciplinary actions involving a loss of compensation, e.g. discharge, demotion, unpaid suspension, or reduction in salary.

20.1 Notice of Appeal

Within seven (7) calendar days of receipt by an employee of Notice of Final Discipline, the employee shall notify the City Manager in writing of the employee’s intent to appeal the final disciplinary action. The Notice of Appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

20.2 Hearing Officer

Upon receipt of the employee’s Notice of Appeal, the parties will select a neutral Hearing Officer who will hear the employee’s appeal and provide a written advisory decision to the City Manager. The Hearing Officer shall conduct the formal hearing in accordance with the procedures set forth herein.

The parties may mutually agree upon a Hearing Officer, or the parties will jointly select a Hearing Officer from a list of seven (7) arbitrators provided by the State of California Mediation and Conciliation Service (SCMCS). If the parties cannot reach mutual agreement regarding an arbitrator

to serve as Hearing Officer, they shall strike names from the SCMCS list. The parties shall flip a coin to determine who strikes first. If the Association is representing the employee in the appeal, the Hearing Officer's fee and expenses shall be borne equally by the parties. Otherwise, the City will pay the Hearing Officer's fee and expenses.

20.3 Burden of Proof

The City shall bear the burden of proof at the hearing. The City must prove the facts which form the basis for the charge(s) by a preponderance of the evidence. The City must also prove that the punitive action was reasonable in consideration of the gravity of the offense and any history of prior discipline.

20.4 Conduct of Hearing

20.4.1 The hearing shall be conducted in the manner most conducive to determination of the truth, and the Hearing Officer shall not be bound by technical rules of evidence. The Hearing Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

20.4.2 Each side will be permitted an opening statement. The City shall first present its witnesses and evidence to sustain the charges and the employee will then present his/her witnesses and evidence in defense.

20.4.3 Witnesses shall testify under oath. The oath may be administered by the Hearing Officer.

20.4.4 Each side will be allowed to call and examine witnesses, to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him or her to testify; and to rebut the evidence against him or her.

20.4.5 The Hearing Officer shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence.

20.4.6 The Hearing Officer may, prior to or during a hearing, grant a continuance for any reason he/she believes to be important to his/her reaching a fair and proper decision.

20.4.7 Following the presentation of evidence, the parties may submit oral and/or written closing arguments for consideration by the Hearing Officer.

20.5 Representation

The employee may be represented by an Association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation, and any other costs the employee incurs in association with the appeal hearing, shall be borne by the employee. The City/Department shall also be entitled to representation at all stages of the proceedings.

20.6 Recommended Decision

The Hearing Officer shall prepare and issue a Recommended Decision in writing within thirty (30) calendar days of the submission of the case by the parties for decision. The Hearing Officer's written Recommended Decision shall set forth whether the charge(s) are sustained, and shall contain findings regarding the facts which form the basis for the charge(s), and a determination on the reasonableness of the penalty in consideration of the gravity of the offense and any history of prior discipline.

The Hearing Officer shall serve the Recommended Decision on the parties.

20.7 Final Decision

The Hearing Officer's Recommended Decision is advisory to the City Council. After the City receives the Recommended Decision, the City Council will consider the Recommended Decision and will thereafter sustain, modify or revoke the disciplinary action.

The City shall serve the City Council's Final Decision on the employee as well as his/her/their attorney or representative, and shall advise the employee that the time within which judicial review of the decision may be sought is governed by California Code of Civil Procedure section 1094.5.

ARTICLE 21. WORK STOPPAGE AND LOCKOUTS

During the term of this agreement, no work stoppage, slowdown, strikes, or picketing shall be caused or sanctioned by the Association, and the City agrees that it will not lock out employees.

ARTICLE 22. CONTRACTING OUT

The City will notify the Association if it contemplates contracting or subcontracting work customarily performed by members of the Association. The Association shall be given an opportunity to discuss the effect of the proposed action upon its members and, upon request, to propose an effective and economical alternative way in which such services could continue to be provided by the City's own employees. In the event that the City decides to contract or subcontract work the City will:

- a) Follow the layoff procedure stated in Article 6;
- b) Pursue in a reasonable manner obtaining employment for affected employees with the proposed contractor or subcontractor

- c) Consider attrition or other similar alternatives if practical or feasible, however, the City does not guarantee employment.

ARTICLE 23. MISCELLANEOUS

23.1 Use of City Facilities for Private Purposes:

Employees shall be entitled to rent City facilities for private use by the employee or his/her/their immediate family according to established City policy. The terms and conditions of the policy will be subject to review and revision during the term of this contract.

23.2 Americans with Disabilities Act:

The City reserves the right to take all necessary actions to comply with the Americans with Disabilities Act and other State and Federal laws protecting disabled employees, including determining the need for defining and making available reasonable accommodations to disabled employees who are otherwise qualified to perform the essential job functions of their position. The City agrees to meet and confer with the Association to discuss any actions which impact wages, hours and other terms and conditions of employment of any member of this bargaining unit.

23.3 Personnel Regulations:

During the term of this MOU the City will be reviewing and updating, where needed, the City's Personnel Regulations. The City shall meet and confer with the Association on revisions that are within the scope of representation. Where there are conflicts or differences between the Personnel Regulations and this MOU, the language in this MOU shall supersede the procedure in the City's Personnel Regulations.

23.4 Probationary Appointments:

The probationary period for all newly hired employees to the City or newly-promoted employees shall be twelve (12) months.

All newly hired employees to the City may be dismissed during the probationary period at any time without right of appeal.

An employee rejected during promotional probation shall be reinstated to the position from which employee was promoted, unless the employee is dismissed for cause.

The probationary period may be extended by the City Manager, upon recommendation of the department head, for not more than six (6) months.

23.5 Outside Employment:

Employees shall seek prior approval of any outside employment with an employer that is providing contract services through a City awarded contract related to services performed by the Department. Additionally, any time an employee's outside employer bids or is awarded a contract with the City, the

employee shall notify the Department Head within five (5) working days so the Department may review the appropriateness of continued employment to ensure transparency and avoidance of conflict.

ARTICLE 24. AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this MOU the City’s principal authorized agent shall be the Human Resources Manager or designee. The Association’s principal authorized agent shall be the Association President. The Association shall update Human Resources upon the selection of a new Association President as soon as possible.

ARTICLE 25. SAVINGS CLAUSE

This MOU is subject to all current and future applicable Federal and State laws and regulations and the Constitution of the State of California. If any part or provision of this agreement is in conflict or inconsistent with such applicable laws, or regulation, or it is rendered or declared invalid by reason of any State or Federal legislation, such invalidation of such part or portion of this MOU shall not invalidate the remaining portions hereof, and the remaining portions shall remain in full force and effect, insofar as such remaining portions shall remain in full force and effect, insofar as such remaining portions are severable. Parties shall meet and confer to the extent required to address the impacts Federal or State laws have upon matters within the scope of employment.

ARTICLE 26. TERM

The term of this MOU is July 1, 2021 through June 30, 2024. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This MOU shall become effective after Association ratification and subsequent City Council approval.

FOR THE LOS ALTOS MUNICIPAL EMPLOYEE ASSOCIATION

Sean Gallegos, Association President

Date

Bridget Matheson, Association Vice President

Date

FOR THE CITY OF LOS ALTOS

Jon Maginot, Deputy City Manager

Date

Lisa S. Charbonneau, Chief Negotiator

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF LOS ALTOS
AND
LOS ALTOS MUNICIPAL EMPLOYEE ASSOCIATION

JULY 1, 20~~17~~21 - JUNE 30, 20~~20~~24

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PREAMBLE

This Memorandum of ~~Understanding (MOU) Agreement was made and~~ is entered into by and between the City of Los Altos (~~hereinafter referred to as the~~ CITY) and the ~~designated representatives of the~~ LOS ALTOS MUNICIPAL EMPLOYEE ASSOCIATION (~~hereinafter referred to as the~~ ASSOCIATION). This ~~agreement~~ MOU constitutes the results of discussions between the City ~~Management Staff~~ Representatives and ~~the~~ Association representatives on all matters within the scope of representation. The term of this ~~agreement~~ MOU shall be from July 1, 2021~~17~~ through June 30, 2024~~40~~.

ARTICLE 1. RECOGNITION

~~Pursuant to City policies and procedures in Section 3500-3510 of the government Code of the State of California, the~~ The City recognizes the Association as the exclusive representative ~~of a representation unit consisting of all regular~~ full-time employees in the classifications listed in Appendix A ~~attached. This unit shall, for purposes of identification, be entitled the Association.~~

ARTICLE 2. NO DISCRIMINATION

The City and Association agree that no person covered by this ~~agreement hereto~~ MOU shall be discriminated against because of race, religious creed, political affiliation, color, national origin, ancestry, union activity, disability, medical condition, genetic condition, marital status, sex, age, gender identify, gender expression, ~~or~~ sexual orientation, or any other basis protected by law, unless such factor is a bona fide occupational qualification or such action is required to comply with Federal or State law.

ARTICLE 3. ~~SECURITY PROVISIONS—(To be revisited once complete.)~~ DUES DEDUCTION

Upon written notification to the Human Resources Manager by the Association representative, the City shall implement Association dues deductions within thirty (30) days as follows:

3.1—Agency Shop:

~~Pursuant to Government Code section 3502.5, on ___m/d/the Association___, bargaining unit members voted to adopt an agency shop. The City neither encouraged nor discouraged this action by bargaining unit members. Any language in this agreement relating to an agency shop is included solely in response to the vote by a majority of bargaining unit members that:~~

~~It shall be a condition of continued employment for an employee who chooses not to be an Association member to pay to the Association a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments imposed by the Association. The amount of the service fee shall be the percentage of such dues, initiation fee and assessments that the Association's expenditures for representation of employees in collective bargaining bears to the total expenditures of the Association. This fee shall be referred to as a "representation service fee."~~

~~The requirement that non-members pay this representation service fee shall remain in effect until the earlier of: (1) expiration of this Agreement; (2) termination of the Agency Shop clause by action of the bargaining unit; or (3) legislation invalidating the manner in which Agency Shop was adopted.~~

3.2 — Religious Exception:

~~An exception to the requirements in Section 3.1 and 3.2 exists for an employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations. An employee who invokes this exception shall be exempt from paying dues and shall not be considered part of the Association, relinquishing all rights and privileges afforded to those included in the Association membership.~~

3.3 — Dues Deduction:

~~The City shall grant payroll deductions for membership dues and representation service fees to the Association. The following procedures shall be observed in the withholding of employee earnings.~~

~~3.1 The City will deduct Association dues upon written certification from the Association that it has and will maintain employees' written authorization to be a dues-paying member of the Association.~~

~~3.2 Payroll deductions shall be for a uniform-specified amount set by the Association for all Association members and a separate uniform-specified amount for representation service fee payers, and shall not include fines. The Association may change the fixed uniform dollar amount by giving once each calendar year during the life of this Agreement. The Association will give the City thirty (30) days notice of any such change. Dues deductions shall be made only upon the employee's voluntary signed written authorization on a payroll deduction request form approved by the City.~~

~~a)~~

~~b) If an employee requests to cancel, change, or otherwise modify their dues deductions, the City shall direct the employee to the Association. The amount of any representation service fee required under this Article shall be determined by the Association and communicated to the City and non-members annually, concurrently with or immediately following the filing of the Association's LM-2 forms with the United States Department of Labor, but no later than sixty (60) days after the end of the Association's fiscal year. Failure by the Association to timely provide information regarding the amount of any representation service fee may result in the City's suspension of payroll deductions for service payers until the next payroll after which representation service information is provided to the City. The City will begin the payroll deductions of any representation service fees required under this Article in the first complete payroll period following receipt of information from the Association about the amount of the representation service fee. No retroactive agency fee deductions will be made.~~

~~e) 3.3 Any dispute regarding payment of a representation service fee, including but not limited to any objection regarding the requirement to pay a fee or the amount of fee charge must be submitted~~

~~directly to the Association.~~

~~d) — The Association shall make available, at its expense, an expeditious administrative appeals procedure to any non-member unit employee who objects to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made and the impartial decision maker to be jointly selected by the Association and the objecting employee. The Association shall make available a copy of such procedure to nonmember unit employees and the City prior to the time that any non-member unit employee becomes subject to the payment of representation service fees. The Association agrees to provide a copy of any revisions to this procedure to the City and any non-member unit employee within five (5) business days of when such revisions are adopted by the Association. The Association agrees that this procedure and revisions shall comply with all relevant legal requirements, including but not limited to any regulations promulgated by the Public Employment Relations Board.~~

~~e) 3.4 The City shall transmit withheld dues ~~Amounts deducted~~ and withheld by the City shall be transmitted to the Association on a periodic basis and by method agreed upon by the Parties, at the address specified.~~

3.5 When an employee is in a non-pay status for an entire pay period (currently two weeks), no withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that pay period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding no deduction shall be made. In this connection, all required deductions have priority over the Association dues deduction.

~~f)~~

3.6 The Association shall refund to the City an amount paid to it in error upon presentation of supporting evidence.

3.7 The Association shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City for the purpose of complying with the provisions of this Section.

~~g) —~~

ARTICLE 4. UNION RIGHTS

4.1 Meet and Confer:

The Association will be notified and given the opportunity to meet and confer prior to changes in terms and conditions of employment, which are within the scope of representation as defined by the Meyers Milias Brown Act. The City retains the right to act on matters within the scope of representation after discharging all of its obligations under the Meyers Milias Brown Act.

4.2 **New Employee Notification:**

The City will provide a written statement to each new employee hired into a classification represented by the Association that the employee's classification is represented by the Association and the name of a representative of the Association. If the Association provides the City with a packet of information to share with such employees upon hire, the City will provide eligible employees with that packet of information.

~~When an employee is hired in any of the covered job classifications, the City shall notify the Association President and the employee that the Association is the exclusive recognized bargaining representative for that classification in said unit.~~

4.3 New Employee Orientation

4.3.1 The City will notify the Association, in writing, no less than fifteen (15) calendar days in advance of a new employee orientation that will be attended by an individual newly-hired into a classification represented by the Association. If the City cannot provide fifteen (15) business day advance notice of a new employee orientation due to an urgent need critical to the employer's operations, the City shall provide as much advanced notice as practicable and must provide the Association with a written statement as to why it did not provide fifteen (15) business days advance notice.

~~(a) 4.3.2 The new employee orientation notice provided to the Association will include the date, time and location of the orientation. The City agrees that it will not disclose the date, time, or place of any such new employee orientation(s) to anyone other than the employees who are to attend the orientation, the Association, or a vendor that is contracted to provide a service for purposes of orientation.~~

4.3.3 The City shall allow two (2) bargaining unit representatives designated by the Association to meet with the new employee(s) during new employee orientation. It is anticipated that this meeting would require approximately thirty (30) minutes in order to provide information about the MOU and related matters. Management representatives will excuse themselves during the Association portion of the orientation.

4.3.4 Employees attending an orientation as the Association representatives shall be given paid release time sufficient to cover the Association's presentation and travel time.

4.4 Employee Contact Information

Within thirty (30) days from the date of hire, promotion, or appointment of an employee into a classification represented by the Association, the City will provide the Association with the below information for such an employee:

- (a) Employee name
- (b) Job title
- (c) Department
- (d) Work location
- (e) Work phone number
- (f) Personal/cell phone number
- (g) Home address
- (h) Personal email address (if on file with the City)

The City will provide the Association with the above-listed information for all employees working in classifications represented by the Association every one hundred and twenty (120) calendar days, which will be established as every September, January, and May. If an employee's contact information has changed since the City last provided the Association with employee contact information, the City will provide the updated information to the Association at the next scheduled submission date.

4.5 Disclosure of Employee Contact Information to Third Party

The City shall not disclose employee contact information to a third party other than the Association unless required by law. The City shall provide the Association with reasonably immediate notice of any third party request for such information prior to disclosing the information to the third party.

Upon written request by an employee, the City shall not disclose the employee's home address, personal/cell phone number, or personal email address to the Association.

4.36 Bulletin Board:

~~The Association proposes the City provides a workplace bulletin board that conveys federal and state policies and provide sufficient~~ bulletin board space for ~~the~~ Association postings. ~~The City and the Association shall mutually agree upon a reasonable location (i.e. lunchroom or breakroom) where employees regularly stop and visit in at~~ City Hall, the Police Station, Hillview Community Center and the Maintenance Service Center. The Association postings shall only be for the following: a) the Association election materials and election results; b) the Association official business reports of the Board of Directors or Committees, or Stewards' reports and notices; c) the Association news bulletins

and meeting notices; d) the Association membership benefits and programs; and e) other written materials approved for posting by the City of Los Altos.

~~The Association may not post material on the Said bulletin boards shall not that contain any derogatory, defamatory, or inflammatory statements concerning the City or City personnel employees, volunteers, or contractors, nor any material that, which impair disrupts the operations of the City. Forty-eight hours prior to posting of any notice on the designated bulletin board, the Association shall file one (1) copy of said notice or material with the Human Resources Manager or designee his/her duly authorized representative.~~

4.47 Access to Association Representatives:

Membership meetings, organizing activities, membership campaigns, or dues collecting by Association or their representative on City premises or at work locations/sites during regular hours of work shall not be permitted.

~~Association Representatives of the Union shall be granted reasonable access to employee work locations/sites to investigate matters relating to employer-employee relations, unless such access to given work locations/sites would constitute a safety hazard or would interfere with the operations of the City. Access to work locations/sites shall be regulated by the City so as not to constitute a safety hazard or to interfere with operations of the City, as determined by the City. Association Representatives of the Association shall not enter a work location/site without advance notification to the Human Resources Manager or designee Assistant City Manager or Administrative Services Director or his/her duly authorized representative.~~

4.58 Stewards: Representatives for Disciplinary or Grievance Matters

The Association shall have the right to ~~certify two (2) stewards~~ designate members to represent other member employees in disciplinary or grievance matters. Each such representative Steward may have one (1) alternate steward whose sole purpose shall be to serve in the absence of the representative steward.

The Association shall notify the City in writing of the name of such representatives the steward. The representatives Stewards shall conduct their representation activities on their own time and on the employee's own time, unless prior approval has been received from the Department Head or designee appropriate supervisor, or manager in order to leave the job site. Time off without loss of compensation shall be allowed for management-approved meetings.

4.96 Meeting Places:

The Association shall have the same right as any other private organization to reserve City meeting rooms and facilities during non-working hours. Use of such meeting rooms and facilities shall be subject to established city policies and procedures for rental of such facilities.

ARTICLE 5. MANAGEMENT RIGHTS

5.1 **Rights Retained:**

The City reserves all rights with respect to matters of general legislative, managerial and financial policy including, among others: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards and the levels of service; determine the procedure and standards of selection for employment; direct and schedule its employees; establish and enforce performance standards; take disciplinary action; relieve its employees of duties because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which governmental operations are to be conducted; require overtime; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and technology of performing its work. These rights shall be limited only as specified in the Agreement.

Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by and law regulating, authorizing or empowering the City to act or refrain from acting.

5.2 **Impact on Bargaining Unit:**

The exercise of such rights shall not preclude the Association from meeting and conferring with City representatives about the impact that decisions on these matters may have on wages, benefits, and other terms and conditions of employment.

5.3 **Emergency:**

Except in an emergency, City decisions shall not supersede the provisions of this Agreement. Emergency shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, earthquake, or other conditions, including conditions resulting from war or imminent threat of war. Action taken by the City to meet such emergency that are not in compliance with this Agreement shall be in effect only for the duration of the emergency.

ARTICLE 6. LAYOFF AND RECALL

6.1 **Definition of Layoff:**

Layoff means the elimination of an employee's classification or position.

6.2 **Reason for Layoff:**

The City in its discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work, material change in duties or organization, and/or lack of funds.

6.3 Notification of Layoff:

Employees laid off due to the above reasons will be given written notice, either by certified mail or hand delivery, at least thirty (30) calendar days before the effective date of the layoff. A copy of such notice will be given to the Association.

6.4 Order of Layoff:

An employee with permanent seniority in a classification shall have the right to displace an employee with less permanent seniority in the same classification in any department.

If it is determined that layoffs are necessary, employees in the affected classifications will be laid off in the following order:

- a) Temporary employees;
- b) Probationary employees;
- c) In the event of further reductions in force are necessary, an employee with permanent seniority in a classification shall have the right to displace an employee with less permanent seniority in the same classification in any department, if the employee is able to perform the remaining work available without further training.

All bumping and displacement shall first occur within the department that affected the layoff in question prior to City-wide bumping.

6.5 Reassignment

In lieu of layoff, the City may at its discretion (after consulting with the department head concerned) offer the employee(s) whose position is subject to elimination, the opportunity to transfer to a current vacant position.

6.6 Reemployment Rights

Employees who are laid off and whose last performance review was satisfactory or better shall be placed on a recall list for a period of one (1) year. An employee's name will remain on the list for one (1) year, or until he/she/they is offered an equal or comparable position in the laid off class, whichever comes first. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided he/she/they is presently qualified to perform the work in the job classification to which he/she/they is recalled without further training.

If an employee is recalled to a position in a lower rated job classification, he/she/they shall have the right to return to the job classification he/she/they held prior to being laid off in the event it

subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. The City shall not hire new employees in bargaining unit positions so long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

6.6.1 Employees, who accepted demotions in lieu of layoff, will be granted the same reemployment right as laid off employees.

6.6.2 Employees on reemployment lists shall have the right to apply for promotional positions.

6.6.3 Employees on reemployment lists eligible for recall shall be given written notice of recall. The notice may be hand-delivered or sent by certified mail or registered mail with a copy to the Association, provided that the employee must notify the City of his/her/their intention to return within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the City with his/her/their latest mailing address.

6.7 Full Rights

Employees who are laid off and are subsequently rehired within the one (1) year reemployment period will have their vacation accrual rate, and accumulated sick leave balance restored to the level they were upon separation.

ARTICLE 7. SENIORITY

7.1 Definition of Seniority

Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous full-time service for the City of Los Altos since his/her/their last date of hire, less any adjustments due to layoff, approved leaves of absence greater than sixty (30-60) days, unless otherwise specified by law.

7.2 Application for Seniority

In all applications of seniority under this Agreement the ability of the employee shall mean having at least a satisfactory rating or better from his/her/their last performance review, the qualifications and ability (including physical fitness) of an employee to perform the required work. Where the last performance review is satisfactory or better, ability and qualifications to perform the required work are, among the employees concerned, relatively equal seniority as defined above shall govern.

ARTICLE 8. ~~BASE SALARY PAY RATES AND PRACTICES~~

8.1 ~~Salary Increases~~Salaries:

~~The Association proposes the following wage increases:~~

- 8.1.1 Effective ~~the first full pay period after Association ratification and subsequent Council approval of this MOU, or the pay period that includes July 1, 2017~~²¹, whichever is later, base salary (defined as base pay only) ~~for all classifications shall be increased three percent (3%) following adoption of this agreement by the Council.~~
- 8.1.2 Effective the ~~pay period that includes July 1, 2018~~²², base salary ~~for all classifications shall be increased by the between 3.0% and 4.0%, depending on inflation, and calculated as (3.0% ≤ CPI-U ≤ 4.00%), which is equivalent to the CPI-U, but no less than 3% and no greater than 4%. The April 2022 year-over-year Consumer Price Index (CPI) for the San Francisco Bay Area, shall be based the on San Francisco-Oakland-San Jose, CA, Consumer Price Index from the U.S. Department of Labor, Bureau of Labor Statistics (DOL BLS) (minimum of 3%, maximum of 3.5%), using the April 2018 index.~~
- 8.1.3 Effective the ~~pay period that includes July 1, 2019~~²³, base salary ~~for all classifications shall be increased between 2.5% and 4.0%, depending on inflation, and calculated as (2.50% ≤ CPI-U ≤ 4.00%), which is equivalent to the CPI-U, but no less than 2.5% and no greater than 4%. The by the April 2023 year-over-year CPI for the San Francisco Bay Area, from the U.S. DOL BLS (minimum of 2%, maximum of 3%). Consumer Price Index (CPI) shall be based on the San Francisco-Oakland-San Jose, CA, Consumer Price Index from the U.S. Department of Labor, Bureau of Labor Statistics using the April 2019 index.~~

Salaries for all represented classifications during the term of this ~~agreement~~^{MOU} are listed in Appendix A.

8.2 Salary Survey

~~The City will complete a market salary survey for successor MOU negotiations. No later than September 2023, the City and the Association will meet to discuss appropriate comparator agencies to include in the market salary survey. The survey will evaluate total compensation and the City will endeavor to survey all classifications represented by the Association. The City will target sharing the completed market salary survey with the Association in March 2024.~~

8.23 Step Increases

Pay increases within the established pay range shall not be automatic, but shall depend upon increased service value of an employee to the City as shown by recommendations of the supervisor, performance, and length of service, special training taken, or other pertinent evidence.

The first [A] ~~S~~^{step} is the minimum rate and should normally be the hiring rate for the classification. The City Manager or designee may hire above this step in case of an unusually well qualified person or in a tight labor market, or when such action in his/her/~~their~~ opinion clearly appears to be in the best interests of the City.

The second [B] ~~S~~step is an incentive adjustment to encourage an employee to improve his/her/~~their~~ work. An employee shall be eligible for consideration of a merit increase to second step after six (6) months of continuous service. Such merit increase shall be given only if recommended by the department head and approved by the City Manager or designee. Normally, an employee whose performance does not justify a merit increase to the second step should be released.

The third [C] ~~S~~step is the rate at which an employee should be paid after satisfactory performance in a given classification with not less than one (1) years' service at ~~second Step~~ [B] ~~step~~.

A merit increase to third [C] step shall be granted only upon recommendation of the department head and approval of the City Manager or ~~designee~~his/her ~~designee~~.

The fourth [D] ~~S~~step should be granted only after the employee has served a minimum of one (1) year at the third step and upon recommendation of the department head that the employee's work is fully satisfactory and upon approval of the City Manager or ~~his/her~~ designee.

The fifth [E] Step is the rate for a fully qualified and experienced employee. An employee should be eligible for consideration for adjustment to this step only after serving a minimum of one (1) year at the fourth [D] step and upon recommendation of his/her/~~their~~ department head and the approval of the City Manager or ~~his/her~~ designee.

8.24 Salary Review ~~Date:~~

An employee's salary rate shall be reviewed annually on the salary review date.

If an employee is appointed at the first [A] sStep ~~A~~, the employee's salary review date shall be the date of completion of six month's of continuous full-time service at the first [A] step.

If an employee is appointed at the second [B] Sstep ~~B~~ or higher, the employee's salary review date shall be the date of completion of twelve ~~(12)~~ month's of continuous full-time service.

~~An employee's salary rate shall be reviewed annually on the salary review date~~An employee's salary review, which date shall ~~be changed~~ under the following conditions:

- a) Transfer. The salary review date of an employee transferred to a position of similar duties, responsibilities and salary range shall not be altered.
- b) Promotion. The salary review date of an employee promoted to a position, which involves either an increase in responsibilities or a change in duties and an increase in salary range, shall be altered to coincide with the effective date of such promotion. ~~[L]~~
~~[SEP]~~

- c) Demotion. The salary review date of an employee demoted to a position, which involves either a reduction in responsibilities or a change in duties and a reduction in salary range shall be altered to coincide with the effective date of such demotion.
- d) Leave of Absence. The salary review date of an employee whose service is interrupted by a leave of absence without pay, for whatever reason, for more than thirty ~~[(30)~~ calendar days shall be adjusted by the total number of days, unless otherwise required by law. ~~Provided, however, that the adjustment of the salary review date of an employee subject to military leave shall be consistent with the provisions of Section 395 of the Military and Veterans Code of the State of California. ^[1]~~

8.35 ~~Promotion:~~ (Non Flexibly-Staffed Positions)

Promotion is the appointment of an employee to a position in another classification with a higher top step base salary. An employee shall receive a minimum five percent (5%) increase to their base salary when they are promoted.

8.6 Flexibly Staffed Positions

Certain positions in the Association will be flexibly staffed to promote qualified incumbents from lower classifications to higher classifications without conducting a competitive recruitment process. Flexibly staffed positions also provide managers the flexibility to make appointments at either the lower or higher classification, depending on the needs of the department and the candidates' qualifications.

8.6.1 The flexibly staffed Association positions are as follows:

Junior Engineer / Assistant Engineer / Associate Engineer

Office Assistant I/II

Assistant Planner / Associate Planner

Management Analyst I/II

Accounting Technician I/II

8.6.2 Promotion

To be eligible for promotion within a flexibly staffed position, the incumbent must have sustained satisfactory performance in the lower classification and must meet the minimum qualifications of the higher classification.

Employees who satisfy the criteria will be promoted upon recommendation of the Department Head. Employees who move from a lower classification into a higher classification within a flexibly staffed position will be on promotional probation for six (6) months.

The promotional probationary period may be extended an additional six (6) months at the discretion of the City Manager or designee. An employee rejected during the probationary period from the higher classification will be reinstated to his or her previous lower classification unless the employee is dismissed for cause.

ARTICLE 9.8.4 ~~Salary for~~ WORK PERFORMED IN A HIGHER CLASSIFICATION

If an employee is assigned ~~In the event Association members are assigned by Management to~~ temporarily perform duties of another classification with a higher salary range because of a temporary vacancy in that position, and the assignment is for a minimum duration of 40 consecutive work hours, the employee's salary will be adjusted to ~~the first [A] Step "A"~~ of the higher classification or will be increased by 5%, whichever is greater. The compensation for the higher class work shall take effect at the outset of the assignment.

The Parties agree that to the extent permitted by law, pay for work performed in a higher classification is special compensation for Classic members only and shall be reported as such pursuant to Title 2 CCR Section 571(a)(3) Temporary Upgrade Pay.

The Parties agree that this provision does not provide employees with an entitlement to temporary assignment pay that would violate Government Code section 20480.

ARTICLE 10. BILINGUAL PREMIUM PAY

The City shall pay thirty-four dollars and sixty two cents (\$34.62) per pay period to employees approved to receive bilingual pay. To receive this pay, employees must demonstrate the ability to both understand and effectively communicate in a language other than English that the Department Head has determined is necessary for the effective or efficient operation of the City. Approval of both the Department Head and the City Manager or designee is required for an employee to receive bilingual pay. The Department Head and City Manager or designee maintain the right to determine the number of employees eligible to receive this pay.

Employees receiving this pay are required to speak the second language in the course and scope of their employment when it is necessary and may be asked to assist in translating.

The Parties agree that to the extent permitted by law, bilingual premium pay is special compensation and shall be reported as such pursuant to Title 2 CCR Sections 571(a)(4) and 571.1(b)(3).

ARTICLE 11.9. WORK ~~SCHEDULES~~WEEK, HOURS OF WORK, OVERTIME, CALL-OUT PAY

11.1 Work Schedule:

~~All offices of the City, except those for which special regulations are required, shall be kept open for business on all days of the year except Saturdays, Sundays and Holidays, continuously from 8:00 A.M. until 5:00 P.M. on week days. Departments for which necessity requires a different schedule from that generally applied, shall work according to regulations prepared by the respective department head and approved by the City Manager~~

Employees shall be assigned to regularly-scheduled work shifts with standard daily start and stop ~~scheduled starting and quitting~~ times. Should it be necessary, in the interest of efficient operations, or due to a special event or circumstances, to modify an employee's regular work schedule, establish daily or weekly work schedules departing from the normal work day or the normal work week, the City shall give at least five (5) working days notice of such change to the affected employee(s), unless such notice is not feasible. Nothing herein shall prohibit the City from adjusting an employee's work hours or days as needed. ~~days.~~ Work schedules shall not be unjustly changed.

11.2 Ten Hour Off-Duty Period

~~If an employee's supervisor requires the employee to work more than fourteen (14) hours in one work day (measured from the time the employee begins their shift on that workday), upon the employee's request, the employee's supervisor shall adjust the employee's schedule on the following day so the employee has at least a ten hour off-duty period before beginning their next shift, except in the event of an emergency or if the schedule adjustment will unduly disrupt City operations. is required to return to work more than sixteen (16) hours in a twenty-four (24) hour period, the employee shall have at least eight (8) hours rest between shifts, except in the case of emergencies.~~

~~Attachment C provides the City of Los Altos Administrative Instruction for the 9/80 Work Schedule for employees interested and eligible to participate in a 9/80 program. It is mutually agreed that the intention is to try the schedule on a year round basis. All parties acknowledge, however, the City's right to revert to a standard 10/80 schedule if needed for efficient municipal management. The Administrative Instruction for 9/80 Work Schedule will provide guidance for the change in work schedules.~~

11.3 Alternative Work Schedules

~~Upon written request by an employee, the Department Head or designee and the employee's immediate supervisor/manager shall consider allowing the employee to work an alternative work schedule. This schedule will only be approved if it maintains established levels of service and is transparent to the public. In addition, this scheduling will be subject to the conditions, limitations and procedures outlined in the City's Administrative Policies.~~

Work schedules have been and will continue to be determined by the Department Head based upon the need to provide service to the public. These schedules will continue to be administered by the Department Head. The Department Head or designee will work with the employee's immediate supervisor/manager and the employee to determine the appropriate alternative work schedule and break time(s).

11.3.1 Alternative Work Schedule Options

(a) 4/10 Work Schedule

A 4/10 work schedule consists of four (4) workdays of ten (10) hours within a seven (7) day work week. For this schedule, the workweek begins Sunday at 12:00 AM and ends Saturday at 11:59 PM.

(b) 9/80 Work Schedule

A 9/80 is a work schedule of eighty (80) work hours, scheduled over the course of nine (9) workdays during a single biweekly pay period. The typical 9/80 schedule consists of eight (8) work days of nine (9)-hours, Monday through Thursday of each week, with one eight (8)-hour day on one of the Fridays. For this schedule, the workweek shall begin exactly four (4) hours after the start time of the day of the week that the employee's eight (8) hour work day is scheduled.

(c) Defined 9/80 Work Schedule

A Defined 9/80 Work Schedule consists of employees working 80 hours over nine days in a two week pay period. Employees work nine hours Monday through Thursday both weeks, and work one defined Friday of eight hours. With this schedule, City Hall and MSC are closed on the same Friday to both staff and the public. Police Department employees represented by LAMEA are exempt from the Defined 9/80 Work Schedule but may continue to have an alternate work schedule as defined in the policy.

11.3.2 Alternative Work Schedule Procedure

(a) An employee scheduled to work an alternative work schedule or an employee requesting to work an alternative work schedule shall submit an "Alternative Work Schedule Form" to his or her immediate supervisor and to the Department Head for approval. Human Resources must receive a copy of the approved form.

(b) Upon receipt of an employee's written request to work an alternative schedule, the Department Head will work with the employee's immediate supervisor/manager to determine whether the department can approve the employee's alternative work request.

1. In determining whether the department can approve the request, the department shall first consider its obligation to the public.

2. If the department head determines that the alternative work schedule will not cause harm to the public service, he or she shall next consider whether the department can adequately manage the requested alternative schedule.

3. Finally, the Department Head will consider and allow the requested alternative schedules as long as it does not diminish the quality of the employee's work, the availability of City services, or result in increased costs.

(c) In certain circumstances, and depending on workload and department initiatives, the department head or designee may take the employee off their alternative work schedule unless an employee's labor agreement specifies otherwise. This may occur due to public service needs, the department's ability to manage the employee, the employee's performance or productivity, or for any other lawful reasons. In such instances, the department head or designee will make an effort to notify the employee ahead of time of any scheduling change.

(d) Employees working an alternative work schedule cannot move their regular day off or "flex" or adjust work hours forward or backward on the alternating regular work day without written approval by their supervisor.

(e) Starting and ending times for the work day for an employee working an alternative work schedule continue to be subject to approval by the employee's supervisor / manager. The supervisor/manager may adjust the employee's start and end times from time to time, as necessary to provide adequate staffing and coverage.

11.4 Meal Periods

Employees shall be entitled to a one (1) hour unpaid, duty-free meal period per shift. Whenever possible, the meal period shall be scheduled at the mid-point of each shift.

Employees are relieved of responsibilities and restrictions during their meal period. If an employee is assigned to work an on-duty meal period, the work time will be paid time.

11.5 Rest Periods

Employees shall be entitled to a paid fifteen (15) minute rest period during each four (4) hours of work. Rest periods not taken shall be waived. The morning rest period shall be taken near the middle of the first four (4) hour period of the day whenever feasible.

911.26 Overtime Work:

Employees may work overtime hours only with ~~Upon prior approval authorization from~~ of the department head or designee, or due to unusual emergencies, overtime or compensatory time off may be approved and compensated for as determined by the department head. Overtime shall be paid at time and one-half times the hourly rate, or by compensatory time off at the time and one-half rate.

Paid time off due ~~to sick leave, holidays, vacation or other paid leaves~~ is included as “time worked” ~~for purposes of in~~ computing contractual overtime. ~~the forty (40) hour per week requirement.~~

Overtime ~~work for all employees~~ shall be defined as follows~~the following~~:

- a) 8-hour shift employees – ~~Unit eE~~ employees assigned to an 8-hour shift shall receive 1.5 rate overtime compensation for all hours worked more than 8 hours per workday or ~~80-40~~ hours per ~~pay period~~workweek.
- b) 9-hour shift employees – ~~Unit eE~~ employees assigned to work an 9-hour shift shall receive 1.5 rate overtime compensation for all hours worked more than 9 hours per workday or ~~80-40~~ hours per ~~pay period~~workweek.
- c) 10-hour shift employees – Unit employees assigned to work a 10-hour shift shall receive 1.5 rate overtime compensation for all hours worked more than 10 hours per workday or ~~80-40~~ hours per ~~workweek~~pay period.

11.7 Compensatory Time Off

11.7.1 In lieu of overtime pay in cash, an employee may request to accrue compensatory time off (CTO), which will accrue at the rate of one and one-half (1 ½) times each overtime hour worked. The Department Head or designee has sole discretion to grant a request for CTO in lieu of cash overtime. The maximum hours of CTO an employee may accrue is 80. Once an employee has reached the CTO cap of 80 hours, overtime shall be compensated in cash.

- a) 11.7.2 All earned and unused CTO will be cashed out in the first pay period in December of every year. CTO will be cashed out at the employee’s regular rate of pay at the time of the cash out.

b)

- e) 11.7.3 An employee wanting to use his/her/their CTO shall provide his/her/their Department Head with reasonable notice of such request. Reasonable notice is defined as at least ten (10) calendar days in advance. If reasonable notice is provided, the employee’s request may not be denied unless it is unduly disruptive to the department. A request to use CTO without reasonable notice may still be granted within the discretion of the Department Head or designee responsible for considering the request.

11.7.4 At separation, any accrued and unused CTO will be cashed out at the employee’s regular rate at time of separation, or as otherwise required by law.

~~The parties agree that during the term of this agreement the City and the Association representatives will, at the City's request, meet to address FLSA compliance issues.~~

911.38 Call-Out Pay:

Call back compensation shall be a minimum of three (3) hours at ~~1.5 rate overtime compensation time and a half (1 1/2)~~. Callbacks between the hours of 9:00 p.m. and 5:00 a.m. will be compensated at a minimum of four (4) hours at ~~1.5 rate overtime compensation time and a half (1 1/2)~~.

9.4 — Salary Survey Language

~~The City will target a completion date of January 2020 for a comprehensive compensation survey of classifications, benefits and salary ranges. The City and the Association will meet by the end of June 2019 identify the agencies to be surveyed agencies and classifications included in the survey shall only be changed upon agreement between the Association and the City.~~

ARTICLE 120. UNIFORMS, SAFETY EQUIPMENT, BOOTS, TOOLS, AND LICENSE MILEAGE REIMBURSEMENT

102.1 Uniforms:

The City shall be responsible for provision and maintenance of all required uniforms and safety equipment.

102.2 Safety Equipment:

The City shall provide ~~the safety equipment as follows. following employees who conduct field work with the following safety equipment. This safety equipment will be replaced upon presentation to the appropriate supervisor that it is unusable due to wear or damage.~~ This safety equipment shall remain the property of the City.

102.2.1 Building Division

~~The City will provide For employees in the Building Division, the City will provide high quality, (non-steel-toed) safety/work boots to for individuals occupying the positions of Building Inspectors, Senior Building Inspectors, Construction Inspectors, and or other individuals in classifications in the Building Division that visit construction sites. position visiting construction sites. Safety/Work boots will be replaced at the City's expense when they are unserviceable, but in any event, not more than twice per employee per year shall be issued. Total cost to the City of this provision shall not exceed two hundred fifty dollars (\$250) per pair of safety/work boots.~~

102.2.2 Engineering Department

~~The City For employees in the Engineering Department, the City will provide (non-steel-toed) safety/work boots and rain coats to for individuals occupying the positions of Engineering GIS Technicians, Junior Civil Engineers, Assistant Civil Engineers, Associate Civil Engineers, Senior Engineers, and other individuals in classifications in the Engineering Department or~~

~~other positions visiting~~that visit construction sites. Safety/Work boots and/or raincoats will be replaced at the City's expense when they are unserviceable, ~~but in any event,~~ not more than twice per employee per year ~~shall be issued~~. Total cost to the City ~~of this provision~~ shall not exceed two hundred fifty dollars (\$250) per pair ~~of~~ work boots and raincoat ~~as needed~~.

102.2.3 Planning Division

~~For employees in the Planning Division,~~ The City will provide ~~(non-steel-toed)~~ safety/work boots for ~~individuals occupying the positions of~~ Assistant Planners, Associate Planners, Senior Planners and other individuals in classifications in the Planning Division that ~~or other positions occupying~~visit construction sites. Safety/~~W~~work boots will be replaced at the City's expense when they are unserviceable, ~~but in any event,~~ not more than once per employee per year ~~shall be issued~~. Total cost to the City ~~of this provision~~ shall not exceed two hundred and fifty dollars (\$250) per fiscal year ~~in each year of this agreement~~.

102.2.4 Maintenance Service Center

~~The City will provide~~ ~~For employees in the Maintenance Service Center,~~ the City will provide high quality, ~~(steel-toed)~~ safety/work boots for Maintenance Supervisors. ~~individuals occupying the position of Maintenance Supervisor.~~ Safety/~~W~~work boots will be replaced at the City's expense when they are unserviceable, ~~but in any event,~~ not more than twice per employee per year ~~shall be issued~~. Total cost to the City ~~of this provision~~ shall not exceed two hundred fifty dollars (\$250) per pair ~~of~~ work boots.

102.3 Uniform Allowances for Records Personnel

~~10.3.1~~ The Police Department will furnish Records Personnel with uniforms as authorized by the Chief of Police, excluding socks, turtlenecks, and t-shirts. Issued uniforms will include one long sleeve shirt, one short sleeve shirt, four polo shirts, 2 sweaters and/or sweatshirts, three pairs of pants or skirts, and one tie on an annual basis if the item is unserviceable. The Police Department will provide dry cleaning services through a specified company for Department issued articles and wash services for the polo shirt and sweatshirt. The Department will furnish each Records staff with a badge, one metal nametag and shoulder patches. The Chief shall reserve the right to repair equipment rather than replace equipment or repair shall be routed through the employee's supervisor, the Records Lead.

120.4 Appearance:

Employees shall be responsible for ensuring that uniforms are maintained and work in a neat and professional manner. Supervisors shall be responsible for ensuring that employees maintain a proper appearance and take appropriate actions as required.

12.58.5- Mileage Reimbursement

Employees required to travel on City business shall either be provided with a City vehicle or reimbursed for transportation expenses. City business does not include travel from home to work.

Employees required to use their private automobiles for City related business shall be reimbursed for all such authorized travel at the current IRS rate. Employees using their private vehicles must maintain appropriate automobile insurance coverage.

ARTICLE 143. HOLIDAYS

143.1 ~~Scheduled-Observed~~ Holidays:

~~The following shall be paid holidays for all eligible employees:~~The following are City-observed holidays:

| | |
|--|--------------------------------------|
| New Year's Day | <u>January 1</u> |
| Martin Luther King Day | <u>Third Monday in January</u> |
| President's Day | <u>Third Monday in February</u> |
| Memorial Day | <u>Last Monday in May</u> |
| Independence Day | <u>July 4</u> |
| Labor Day | <u>First Monday in September</u> |
| Veterans Day | <u>November 11</u> |
| Thanksgiving Day | <u>Fourth Thursday in November</u> |
| <u>Day After Thanksgiving</u> | <u>Friday after Thanksgiving Day</u> |
| Christmas Day | <u>December 25</u> |
| Floating Holiday (accrues on April 1) | |
| Floating Holiday (accrues on October 1) | |

~~Floating holidays may be taken anytime upon approval of the Department Head or his/her designee.~~

~~Additional holidays may be taken anytime upon approval of City Council.~~

~~Holidays, that which~~ fall on Saturday; will be observed the Friday before. ~~Holidays day before on Friday, and holidays, which that~~ fall on Sunday; will be observed the following Monday. ~~Holidays that fall on a non-working Friday will be observed the prior Thursday.~~

143.2 Paid Time Off for Holidays

~~13.2.1~~ When an observed holiday falls on an employee's regularly scheduled ten (10) hour work day, the employee shall receive nine (9) hours of paid holiday. When an observed holiday falls on an employee's regularly scheduled nine (9) hour work day, the employee shall receive nine (9) hours of paid holiday. When a holiday falls on an employee's regularly scheduled eight (8) hour work day, the employee shall receive eight (8) hours of paid holiday.

~~13.2.2~~ If a holiday falls on a non-working Friday and the Thursday before is also a holiday, the employee shall receive holiday pay the Wednesday before the holiday in accordance with the employee's regularly scheduled hours for those days. (For example, if a non-working Friday falls on the day after Thanksgiving, employees would maintain their non-working Friday and receive nine (9) hours of holiday pay on Wednesday and Thursday instead of receiving holiday pay on Thursday and Friday).

13.2.3 Employees on a 4/10 Schedule will need to use either floating holiday, vacation or compensatory time to cover the difference between their regularly scheduled hours and the compensated time received for holidays. Employees who take a full day off on a ten (10) hour workday will be charged ten (10) hours of leave. Employees who take a full day off on a nine (9) hour workday will be charged nine (9) hours of leave. Employees who take a full day off on an eight (8) hour workday will be charged eight (8) hours of leave.

~~day after on Monday.~~

~~11.213.3~~ -Floating Holidays~~Holiday Pay~~

~~143.32.1~~ Records personnel in the Police Department are entitled to two eight-hour floating holidays. One eight-hour floating holiday accrues on April 1. The other eight-hour floating holiday accrues on October 1.

~~143.23.2~~ All other employees are entitled to one nine-hour floating holiday that accrues on July 1.

~~134.23.3~~ Floating holidays may be taken anytime upon approval of the Department Head or designee.

~~Records personnel in the Police Department required to work an alternative work schedule will receive hourly compensation for the holiday based on the employees current regularly scheduled work shift assignment. For holidays that do not fall on a regularly scheduled workday, the holiday compensation will be 8 hours.~~

ARTICLE 142. VACATIONS

124.1 Vacation Accrual:

~~Annual paid vacations shall be required for the good of the service. Regular full-time Full-time employees shall be entitled to accrue vacation hours time in accordance with the following schedule up to a maximum as follows:~~

| <u>Years of Continuous Service</u> | <u>Hours of Annual Vacation Accrued</u> | <u>Maximum</u> |
|------------------------------------|---|----------------------------------|
| <u>Accrual</u> | | |
| Less than 5 years | 112 80 hours | 264 hours (40 days) |
| 5 years | 120 52 hours | 384 hours (45 days) |
| 6 years | 160 28 hours | 408 hours (46 days) |
| 8 years | 136 8 hours | 432 hours (47 days) |
| 10 years | 144 76 hours | 456 hours (48 days) |
| 12 years | 152 84 hours | 480 hours (49 days) |
| 14 years | 160 92 hours | 504 hours (50 days) |
| 20 years | 180 212 hours | 564 hours (52.5 days) |

For the purposes of this ~~s~~Section, years of continuous service shall mean an employee’s length of continuous full-time service for the City since his/her/their last date of hire, less any adjustments due to layoff or approved leaves of absence greater than (30) days, unless otherwise required by law. “seniority” as that term is set forth and defined in Article 7.1 [Definition of Seniority].

Vacation accrual changes will begin the first full of the pay period following ~~when~~ the employee’s anniversary date ~~occurs~~.

142.2 Vacation Eligibility Requirements:

An employee shall be eligible to take paid vacation after six (6) months employment with the City, not to exceed the amount of vacation leave earned up to that time. However, employees shall ~~start to~~ accumulate vacation upon credit as of their date of employment with the City.

Employees shall not accrue vacation leave for any pay period during which they are on leaves of absence without pay.

142.3 Scheduling Vacations:

The times during a calendar year at which an employee may take his/her/their vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service.

124.4 Maximum Vacation Accumulation:

~~An employee shall be allowed to accumulate vacation time a maximum of three times (3X) their annual vacation accrual.~~ No vacation shall be earned or accrued above ~~the~~ his maximum. Exceptions to the accrual maximum, in extraordinary circumstances, may be granted with written approval of the City Manager. Any such decision shall not be subject to the grievance procedure.

124.5 Holiday Falling During Vacation:

In the event a ~~fixed-City-observed~~ holiday ~~as defined in Article 11~~ falls during an employee's vacation, the employee shall not be charged a vacation day for the holiday.

124.6 Illness During Vacation:

If an employee becomes ill while on vacation, ~~and immediately notifies their supervisor~~ cancels the remaining vacation, and returns home, the employee ~~must immediately notify their supervisor to~~ shall have the period of illness charged against sick leave and not against vacation leave.

124.7 Vacation at Termination Cash Out:

Any employee who ~~is laid off, resigns, retires, or is otherwise separated~~ is separated from the service of the City, shall receive ~~vacation~~ pay for all accrued vacation upon their separation from employment with the City. ~~The amount of p~~Payment for all unused vacation hours shall be ~~at calculated based upon the~~ employee's base hourly rate at the time of separation. ~~regular straight time hourly rate of pay in effect for the employee's regular job, on the last workday of the employee's employment.~~

ARTICLE 135. LEAVE PROVISIONS

135.1 Time Off to Vote:

If an employee does not have sufficient time outside of working hours to vote at a state-wide election, the employee may, without loss of pay, take off enough working time which when added to the voting time available outside of working hours will enable the employee to vote.

No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on Election Day, the employee shall give the City at least two working days' notice that time off for voting is desired, in accordance with the provisions of this section.

Employees who are registered voters who need time off to vote should make arrangements with their immediate supervisor.

135.2 Bereavement Leave:

In the event of a death in the immediate family member, up to five (5) days of paid bereavement leave will be allowed for personal matters relating to the death. Immediate family is defined as wife, husband, domestic partner, mother (in-law), father (in-law), sister (in-law), brother (in-law), son (in-law), daughter (in-law), grandparent (in-law), grandchild (in-law), stepchild, or stepparent. Special circumstances beyond this policy (such as other relatives residing within the employee's household) may be considered on a case-by-case basis and must be approved by the City Manager.

135.3 Perfect Attendance:

Effective July 1, 2021, employees no longer accumulate perfect attendance hours and are not entitled to perfect attendance payouts during employment or at separation.

The City will cash out each employee's accumulated and unused perfect attendance hours in the first full pay period in December 2021. Each hour of accumulated perfect attendance will be cashed-out at the employee's base hourly rate as taxable wages.

See also option to cash out sick leave at separation and increase to employees' vacation accruals.

For every six (6) consecutive months of perfect attendance by employees, one (1) additional day shall be added to the employee's vacation credit. For every twelve (12) consecutive months of perfect attendance, one (1) additional "bonus day", (making a total of three (3) extra vacation days for the twelve (12) consecutive months of perfect attendance) shall be added to the employee's vacation credit.

Each six (6) months or twelve (12) month period shall begin on the date the employee returns to work following an illness.

In the event of an industrial injury or disability, an employee shall be eligible for the use of inactive time to maintain his/her perfect attendance record as it pertains to bonus vacation days. To be eligible for "inactive time", an employee must have completed a minimum of one (1) year of employment with perfect attendance immediately prior to the date of the industrial injury or disability. An employee can only utilize "inactive time" once within a six-month time period. The six-month period begins when the employee returns to work following the "inactive time" period.

"Inactive time" is defined as a time period in which an employee is absent due to an industrial injury or disability. Upon the employee's return to full or limited duty, the employee will only have to complete the time of perfect attendance which remained prior to such absence to obtain the additional vacation credit.

153.4 Leave of Absence Without Pay:

Upon written request by an employee, the City Manager may grant an employee up to As much as thirtysixty (360) days of special leave without pay may be granted an employee by the City Manager whenever he/she if the City Manager or designee considers determines such leave is to be in the best interest of the City.

~~The City Council may grant an employee leave of absence (other than extended active military duty) for as much as one (1) year whenever such leave is considered to be in the best interest of the service.~~

Failure of an employee on leave without pay to report to work promptly at ~~its~~ the ~~expiration~~ of the leave, or within reasonable time after notice to return to duty, shall be cause for discharge.

15.5 Family Medical Leave:

Family care, medical, and pregnancy disability leave shall be provided according to applicable law. ~~the California Family Rights Act and the Family and Medical Leave Act.~~

135.6- Sick Leave

~~Employees accrue sick leave at a rate of 3.69 hours per bi-weekly pay period in paid status. Use of sick leave use is governed by City Administrative Instruction HR-12, the current version of which is attached to this MOU as Appendix B. From time to time, and consistent with the City's bargaining obligations (if any), the City will update Administrative Instruction HR-12 to comply with new developments in the laws governing sick leave.~~

~~Accrued sick leave carries over from year to year. No accrual limit applies.~~

~~Unused sick leave may be converted to retirement service credit as permitted by the City's contract with CALPERS and applicable CALPERS laws and regulations.~~

15.7 Sick Leave Pay Out at Honorable Separation

~~Upon honorable separation from the City (retirement, death, or resignation with no accompanying investigation or disciplinary matter), employees with five (5) or more years of continuous service with the City may elect to receive cash payment of their accumulated and unused sick leave hours, up to 100 hours. Each hour of cashed-out sick leave will be paid at the employee's base hourly rate at the time of separation.~~

~~Federal taxation law governs this section and the City may require employees to submit an irrevocable election form the calendar year prior to separation to take advantage of this benefit.~~

15.8 Administrative Leave

~~The City provides eighty (80) hours of paid administrative leave per fiscal year to employees in the classifications of Senior Engineer and Senior Planner. The eighty (80) hours of administrative leave accrues the first full pay period of each fiscal year. Administrative leave does not carry over from year to year and administrative leave balances remaining in the last pay period of the fiscal year will be reduced to zero. The annual administrative leave amount will be prorated for employees who are hired or promoted into eligible classifications during a fiscal year.~~

Employees who separate from City employment shall be paid for each hour of their accumulated and unused administrative leave at their base hourly rate.

The City may remove reference to Senior Engineer and Senior Planner from City Administrative Leave Policy HR-05 Management Leave, last updated April 27, 2021.

~~13.6.1 Sick leave is paid leave from work that can be used for the following purposes:~~

- ~~a) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members:~~
- ~~b) Child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling (each a "Family Member" and collectively "Family Members") (Labor Code §§ 233(b)(2); 245.5(e); 246.5(a)(1)); or~~
- ~~c) For an employee who is a victim of domestic violence, sexual assault, or stalking to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter, program or crisis center; or participate in safety planning or other actions to increase safety. (Labor Code §§ 230(c); 233(b)(3)(A); 246.5(a)(2).~~

~~13.6.2 Terms of Sick Leave~~

~~13.6.2.1 Regular full-time employees accrue 3.69 hours of sick leave for each pay period of paid status. Accrued sick leave carries over from year to year. No accrual limit applies.~~

~~13.6.2.2 Sick Leave Use: An employee may use accrued sick leave, in a minimum increment of two hours; at any time after the first day of employment subject to the limits and request provisions in this Administrative Instruction. (Labor Code § 246(c) & (j).)~~

~~13.6.2.3 Protected Sick Leave: One-half of a full-time employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated in this Administrative Instruction. (Labor Code §§ 233(b)(2); 233(b)(3)(A); 246(d).)~~

~~13.6.2.4 Procedure for Sick Leave Requests and Certification Requirements: The following procedures and requirements apply to requests for use of sick leave:~~

- ~~a) Foreseeable Sick Leave: If the need for sick leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice. (Labor Code §§ 246(f); 246.5(a).)~~
- ~~b) Unforeseeable Sick Leave: If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable. (Labor Code § 246(f).)~~
- ~~c) Sick Leave Use of More than One Day: If the employee is required to be absent on sick leave for more than one day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave.~~

~~13.6.3.4 Certification Required After Three Days of Leave and Leave Related to Domestic Violence and Abuse: Regular full time employees must provide a physician's certification for any sick leave absence that occurs after the employee has used 24 hours, or three days, whichever is greater, that involves the illness of the employee or family member. All employees, who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter. (Labor Code § 230(d)(2).)~~

~~13.6.3.5 Limitations on Use of Sick Leave to Care for a Family Member and Additional Certification Requirements: The maximum amount of sick leave that can be used by an employee in any calendar year to care for a Family Member is limited to the hours of sick leave accrued by the employee and is not to exceed one half of the total number of hours that could be accrued by the employee during the calendar year (47.97 hours); unless the employee provides a medical certification and/or recertification to support the need for leave in excess of 47.97 hours in advance of taking such leave (in addition to the certification required in paragraph 4 above) in accordance with the additional procedures described below:~~

- ~~a) Employees who request leave to care for a Family Member after using up 47.97 hours of accrued leave must provide written certification from the health care provider of the Family Member requiring care that contains all the following:~~

- ~~b) The date, if known, on which the health condition necessitating care commenced;~~
- ~~e) The probable duration of the health condition;~~
- ~~d) An estimate of the amount of time which the health care provider believes the employee needs to care for the family member; and~~
- ~~e) A statement that the health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the family member. The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care.~~

~~Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered Family Member, the employer must obtain recertification if additional leave is requested in order for the employee to take the requested leave.~~

~~If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification after the employee has used accrued leave amounting to 47.97 hours, the City may delay the taking of sick leave to care for a Family Member until the required certification is provided, or deny sick leave following the expiration of the time period originally estimated by the health care provider.~~

~~To request use of accrued paid leave in excess of 47.97 hours for the purposes of caring for a Family Member, please contact Human Resources for the appropriate physician certification or re-certification form, which must be completed in advance of taking such leave.~~

~~**13.6.3.6 Sick Leave on Separation from Employment:** Unused sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment. (Labor Code § 246(f)(1).) Unused sick leave may be converted to retirement service credits only as permitted under applicable retirement system laws and regulations.~~

~~**13.6.3.7 Sick Leave Reinstatement:** If an employee separates and is rehired within one year from separation, accrued and unused sick leave, to a maximum of 6 days or 48 hours, whichever is greater, will be reinstated. (Labor Code § 246(f)(2).) An employee~~

~~who worked at least 90 days in the initial employment with the City of Los Altos may immediately use reinstated sick leave. An employee who had not worked 90 days in the initial employment with the City of Los Altos must work the remaining amount of the 90-day qualifying period to be able to use accrued sick leave. (Labor Code § 246(c).)~~

~~**13.6.3.8 Discipline for Sick Leave Abuse:** Failure to request sick leave as required by this Administrative Instruction, without good reason, may result in the employee being treated as absent without leave. Violation of the sick leave provisions in this Administrative Regulation will result in disciplinary action.~~

~~**13.6.3.9 Paid Sick Leave Not Calculated As Overtime:** Paid sick leave will not be considered hours worked for purposes of overtime calculation.~~

13.7 Retirement

~~Upon retirement, for any reason, an employee who has served twenty [20] years with the City of Los Altos will be granted one-half [1/2] day's pay or terminal leave for each full month of perfect attendance during the employee's last five [5] years of service. This formula shall apply only to employees in the service of the City of Los Altos as of July 1, 1975.~~

~~As an alternate for employees employed July 1, 1975 and for all future employees, the following schedule shall apply upon retirement, for any reason (including disability retirement), honorable separation prior to retirement, or death, providing that at least 3/4 of the total months of employment shall have been months of perfect attendance:~~

~~SICK LEAVE PAYOUT EFFECTIVE JULY 1, 2016-JUNE 30, 2017~~

| Years of Service | Per Month of Perfect Attendance |
|-----------------------------|--|
| After 10 | \$15.29 |
| After 15 | \$20.43 |
| After 20 | \$27.09 |
| After 25 | \$30.65 |
| After 30 | \$35.77 |
| After 35 | \$40.77 |

~~All dollar amounts shall be adjusted annually on July 1st in accordance with the United States Department of Labor, Consumer Price Index, All Items Category, average of the two index figures for the San Francisco Bay Area, for the prior year from May 1 through April 30. Violation of sick leave provisions will result in disciplinary action.~~

ARTICLE 146. ~~WORKERS' COMPENSATION INSURANCE~~ BENEFIT PROGRAMS**146.1 Workers' Compensation Insurance / Industrial Temporary Disability:**

Any employee incurring an injury or disability in the course and scope of his/her/their employment shall be entitled to injury leave to the extent provided by the State Workers' Compensation and Insurance Act. Any employee on Workers' Compensation injury leave shall receive full salary for up to ninety (90) calendar days after the injury, provided medical documentation substantiates the disability. After 90 days, if the employee is still disabled he/she/they may opt to continue receiving the difference between full salary and Workers' Compensation benefits to the extent earned vacation leave and/or sick leave is available.

~~ARTICLE 15. BENEFIT PROGRAMS~~**156.12 Long Term Disability Insurance:**

To the extent that long-term disability (LTD) programs continue to be available, the City will continue to provide the kinds and types of coverage currently offered. The employee shall pay the full premium for this insurance with a post-tax deduction, which means the employee will pay for coverage out of their post-tax earnings. The current coverage provides for income protection up to sixty-six and two-thirds per cent (66 2/3%) of monthly salary up to \$10,000 maximum per month following a ninety (90) day elimination period, which begins on the date of illness or injury.

The City maintains the right to select or change carriers, and also to modify the long-term disability plans so long as the level of benefits shall remain substantially the same. Employees should refer to the plan documents for a complete description of benefits, coverage and limitations. If, during the term of this Agreement a change in insurance plans or coverage is necessary, the City shall provide notice and, upon request, meet with representatives of the Association.

The City integrates leave balances with LTD benefits, starting with sick leave, upon employee request.

156.23 Tuition Reimbursement Program:

Tuition Reimbursement Program shall be consistent with the City's Education Reimbursement Program, as set forth in Administrative Instruction HR-11. ~~tuition reimbursement policy.~~

165.34 Health and Medical Benefits:**156.34.1-Active Employees – PEMHCA Contribution:**

The City currently provides medical benefits through the California Public Employees' Retirement System (CalPERS) Health Program under the Public Employees' Medical and Hospital Care Act (PEMHCA). Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and PEMHCA.

The City will contribute the minimum monthly amount required by PEMHCA for medical insurance benefits (PEMHCA Minimum Contribution). The City pays this contribution directly to CalPERS. This amount is established annually by CalPERS and is the minimum amount the City must pay on behalf of employees for medical insurance. ~~For 2017, the PEMHCA Minimum Contribution is \$128.00 per month.~~ This contribution is required only to the extent mandated by law and only as long as the City participates in the PEMHCA plan.

~~165.34.2-~~ _____ Section 125 Cafeteria Plan and Administrative Fees:

The City will maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing members with access to various health benefits.

The City ~~pays~~will pay for the CalPERS health care administrative fees and the cafeteria plan administrative fees.

The City ~~will~~maintains the right to select or change medical plans and providers, and also to modify the medical plans so long as the level of benefits shall remain substantially the same.

~~156.34.3-~~ _____ “Unequal Contribution” Method for CalPERS Annuitants:

The City uses the “unequal contribution” method for the City’s contribution to medical insurance benefits for CalPERS Annuitants pursuant to Government Code Section 22892. Under this method, the City is required annually to increase the total monthly annuitant medical insurance benefit contribution to equal an amount not less than the number of years the City has been in the PEMHCA program multiplied by 5% of the current monthly employer contribution for active employees until the time the City’s contribution for annuitants equals the PEMHCA Contribution paid for active employees.

~~165.43.4-~~ _____ CalPERS Annuitants – PEMHCA Health Benefits:

~~In accordance with the PEMHCA provisions, eligible retirees shall if a retired employee is a CalPERS Annuitant as defined in Subsection f above, the retired employee is eligible to receive the PEMHCA Minimum Contribution if they elect to continue health benefits with CalPERS, specified in Subsection g above.~~

~~156.4.54~~ _____ Additional Employee Contribution

In addition to the PEMHCA Minimum Contribution, the City ~~shall~~will provide an ~~additional contribution to monthly supplemental allowance to all~~ eligible employees to

offset the cost of participation in City sponsored medical benefits available through an IRS Section 125 cafeteria plan (Additional Contribution). The Additional Contribution is based on the employee’s medical insurance plan participation level.

The PEMHCA Minimum Contribution, when added to the Additional Contribution, will equal the City’s total monthly contribution toward an employee’s medical election (Total Contribution).

16.4.6 Total Contribution

~~The City’s total contribution will increase each calendar year by 3% as follows:
The Total Contribution is as follows:~~

~~The City contributes up to \$2,527 per month toward employee medical.~~

~~Effective January 1, 2022, the City’s maximum contribution will increase by~~

~~Effective January 1, 2023, the City’s maximum contribution will increase by~~

~~Effective January 1, 2024, the City’s maximum contribution will increase by~~

| | |
|-----------------|--------------------|
| 2021 | \$2,527 |
| 2022 | \$2,603 |
| 2023 | \$2,681 |
| 2024 | \$2,761 |

| Level of Coverage | 2018 | 2019 | 2020 |
|--------------------------|--|--|--|
| Employee Only | The amount equal to the monthly premium for the least expensive employee only plan | The amount equal to the monthly premium for the least expensive employee only plan | The amount equal to the monthly premium for the least expensive employee only plan |
| Employee Plus One | \$1,830 | \$1,968 | \$2,117 |
| Family | \$2,186 | \$2,350 | \$2,527 |

Effective January 2018

- ~~1. City will pay the full cost of employee only coverage in the least expensive plan.~~
- ~~2. City will provide an additional 7.5% above the 2017 contribution towards medical premiums for the category of “employee plus one” coverage.~~

~~3. City will provide an additional 7.5% above the 2017 contribution towards medical premiums for the category of “family” coverage.~~

~~Effective January 2019~~

~~1. City will pay the full cost of employee only coverage in the least expensive plan.~~

~~2. City will provide an additional 7.5% above the 2018 contribution towards medical premiums for the category of “employee plus one” coverage.~~

~~3. City will provide an additional 7.5% above the 2018 contribution towards medical premiums for the category of “family” coverage.~~

~~Effective January 2020~~

~~1. City will pay the full cost of employee only coverage in the least expensive plan.~~

~~2. City will provide an additional 7.5% above the 2019 contribution towards medical premiums for the category of “employee plus one” coverage.~~

~~3. City will provide an additional 7.5% above the 2019 contribution towards medical premiums for the category of “family” coverage.~~

~~The City will be responsible for shall pay paying the CalPERS health care administrative fees and the cafeteria plan administrative fees.~~

~~The City will continue the practice of paying the January premium in December at the increased rate.~~

~~The City will continue to havehas the right to select or change medical plans or providers, and to modify the medical plans so long as the level of benefits shall remain substantially the same.~~

156.4.74.1 Employee Contributions for Benefit Options:

~~-If an employee chooses optional Flexible Benefit Plan benefits whose aggregate cost exceeds the total City’s total contributions to the Cafeteria Plan, the City will automatically deduct the excess amount on a pre-tax basis from the employee’s bi-weekly payroll.~~

16.4.8 Cash In Lieu of Medical Benefits

16.4.8.1 Employees Hired After October 1, 2013

~~Employees who provide proof of alternative minimum essential coverage for themselves and their tax family shall receive \$350 per month, beginning the first full pay period after sufficient proof is provided.~~**15.4.2 Benefit Option**

and Monthly Stipend:

16.4.8.2 Employees Hired On or Before October 1, 2013

Employees who provide proof of alternative minimum essential coverage for themselves and their tax family shall receive \$1,096.59 per month, beginning the first full pay period after sufficient proof is provided.

Employees who elect a medical plan but do not use the entirety of their cafeteria plan allowance shall receive~~15.4.2.1 Cash Benefit Option: For Employees hired on or before October 1, 2013, if an employee chooses optional health benefit that does not cost as much as the maximum dollar amount they receive through the plan, the employees will be eligible to receive a monthly cash payment equal to the difference between the cafeteria plan allowance and the cost of their medical election minus the least expensive rate for the elected medical insurance tier for a single employee. The maximum amount of unused allowance shall be \$1096.59 per month employer contribution rate minus their health insurance cost (i.e. employee, employee +1, employee + family), which is subject to taxation as wages.~~

~~15.4.2.2 Cash In-Lieu of Benefit Option: For Employees hired on or before October 1, 2013, if waiving coverage, employees may be eligible for a monthly stipend of \$1,096.59 per month, which is subject to taxation as wages.~~

~~15.4.2.3 Cash In-Lieu of Benefit Option: For "New Member" Employees hired after October 1, 2013, if waiving coverage, employees may be eligible for a monthly stipend of \$350.00 per month, which is subject to taxation as wages.~~

156.5 Dental and Vision Reimbursement Plan

The City's ~~will maintain the~~ maximum employee dental and vision reimbursement per fiscal year is one thousand and thirty nine dollars (\$1,939.00) at \$1,756 per employee and dependents at \$1,170 one thousand two hundred and ninety one dollars (\$1,291.00) per dependent per fiscal year. based Based on ~~City Council resolution Resolution~~ 2008-45, ~~the~~ annual reimbursement maximum for employees and dependents will be adjusted annually using the September 12-month Consumer Price Index for the San Francisco Bay Area from the U.S. Department of Labor, Bureau of Labor Statistics (using the September index, not to exceed maximum 3%) and becomes effective January 1st of the following year.

The annual benefit is pooled such that the employee and their eligible dependent(s)' annual maximum benefit amounts are combined and the employee or the eligible dependent(s) may incur eligible expenses up to the pooled maximum annual benefit.

If, during the term of this Agreement a change in dental plans or coverage is necessary, the City shall provide notice and, upon request, to meet with representatives of the Association. Employees should refer to the dental plan documents for a complete description of benefits, coverage and limitations.

The Dental Plan shall provide the ability to shift dental dollars to vision care up to maximum dental reimbursement designated for the year for vision care for the unit member and dependent to include prescriptive lenses and frames, contact lenses, optometry or eye care appointments which are not covered by unit member or dependents medical insurance.

156.6 Flexible ~~Benefits Plan: Spending Arrangements~~

The City maintains a ~~Association is eligible to participate in the Section 125-Flexible Benefit Plan pursuant to Section 125 of the Internal Revenue Code to provide eligible active employees with access to various health and welfare benefits, including a Health Care Flexible Spending Arrangement and a Day Care Flexible Spending Arrangement.~~ offered by the City. The employee shall be responsible for paying any monthly maintenance fees.

156.7 State of California Short Term Disability Insurance (~~/SDI~~):

During the term of this MOU, the Administrative Services Department and the Association shall coordinate implementation of ~~Employees participate in~~ the State of California Short Term Disability Insurance (SDI) Program. ~~by June 30, 2018.~~ The program shall be at the employee's cost.

The City integrates leave balances with SDI benefits, starting with sick leave, upon employee request.

16.8 Medical Insurance While on LTD or SDI

Employees receiving benefits under the City's LTD Insurance Plan or under the State Disability Insurance may continue their health benefits while still employed by the City by paying the full premium directly to CalPERS, unless otherwise required by law.

16.9 Retiree Health Savings Plan

The City will make available to all employees a retiree health savings plan (RHSP) administered by ICMA-RC. Effective January 1, 2022, the City will contribute to each employee's RHSP account an amount based on continuous years of service at the City as follows:

| <u>Years of Service</u> | <u>Pay Period Contribution</u> |
|-------------------------|--------------------------------|
| <u>0-5</u> | <u>\$25.00</u> |
| <u>5-10</u> | <u>\$35.00</u> |
| <u>10+</u> | <u>\$45.00</u> |

For probationary employees, the City's contribution will vest upon successful completion of probation.

16.10 Deferred Compensation Plan

The City shall continue to make available deferred compensation plans for voluntary employee participation. If permitted by the plan(s), the City shall establish a brokerage link option for the plans no later than sixty (60) days after Association ratification and City Council approval of this MOU.

16.11 Basic Life and AD&D Insurance

The City provides Basic Life and Accidental Death and Dismemberment (AD&D) insurance to full time employees. Employees are enrolled on their date of hire. The current benefit is one and one half (1 ½) times the employee's Basic Annual Earnings, up to a \$150,000 annual maximum.

The City maintains the right to select or change carriers, and also to modify the life insurance plan as long as the level of benefits remains substantially the same. Employees should refer to the plan documents for a complete description of benefits, coverage and limitations.

ARTICLE 176. RETIREMENT PLANS

The City contracts with CalPERS to provide the following retirement benefits.

176.1 2.7% at Age 55 Plan~~PERS Retirement and Employee Contributions:~~

~~16.1.1 2.7% at Age 55 Retirement Plan:~~ For "Classic" employees hired on or ~~after the first full pay period in July 2003 or on or before June 30 2010~~before December 31, 2011, the City provides the CalPERS 2.7% at age fifty-five (55) retirement plan for miscellaneous employees. Each ~~E~~employee shall pay the full eight percent (8%) employee's contribution rate to maintain such benefits. Additional benefits currently provided include:

- a) Single highest year (California Government Code section 20042)
- b) Credit for unused sick leave (California Government Code section 20965)
- c) 3rd Level 1959 Survivor Benefit (California Government Code section 21573)
- d) Military Service Credit (California Government Code sections 21024, 21027)
- e) Annual 2% COLA (California Government Code section 21329)

A comprehensive list of additional benefits is available by viewing the City's contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

176.2 2.0% at Age 60 Plan

~~16.1.2~~ 2.0% at Age 60 Retirement Plan: For ~~“Classic”~~ Employees hired on or after on or after January 1, 2012~~July 1, 2010 or on or before December 31, 2012~~, the City provides the CalPERS 2.0% at age sixty (60) retirement plan for miscellaneous employees ~~with retirement formula of three years of highest compensation~~. Each employee shall pay the full seven percent (7%) employee's contribution rate of the PERS miscellaneous employee's contribution to maintain such benefits. Additional benefits currently provided include:

- a) Three year average final compensation (California Government Code section 20037)
- b) Credit for unused sick leave (California Government Code section 20965)
- c) 3rd Level 1959 Survivor Benefit (California Government Code section 21573)
- d) Military Service Credit (California Government Code sections 21024, 21027)
- e) Annual 2% COLA (California Government Code section 21329)

A comprehensive list of additional benefits is available by viewing the City's contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

167.3 2.0% at Age 62 Plan

~~16.1.3~~ PEPRA 2.0% at Age 62 Retirement Plan: For ~~“New Member”~~ Employees hired on or after January 1, 2013, the City provides the CalPERS 2.0% at age sixty-two (62) retirement plan. New Member ~~Employees~~ shall pay the retirement contributions as required by law, under provisions of the PEPRA retirement law and any subsequent amendments thereto which is currently fifty percent (50%) of the normal cost rate set forth in the annual CalPERS valuation report. Additional benefits currently provided include:

- a) Three year average final compensation (California Government Code section 20037)
- b) Credit for unused sick leave (California Government Code section 20965)
- c) 3rd Level 1959 Survivor Benefit (California Government Code section 21573)
- d) Military Service Credit (California Government Code sections 21024, 21027)
- e) Annual 2% COLA (California Government Code section 21329)

A comprehensive list of additional benefits is available by viewing the City's contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

As used here, the term “New Member” is defined by the Public Employees’ Pension Reform Act of 2013 (PEPRA).

~~16.1.4 Benefits Currently Provided:~~

- ~~a) Single highest year compensation~~
- ~~b) Sick leave credit~~
- ~~c) 3rd Level 1959 Survivor~~

~~d) Military Service Credit~~

ARTICLE 18. SAFETY

The City and the Association have a mutual interest in providing safe and healthful working conditions for its employees, in protecting City property from damage and loss and in ensuring the safety of the public when using City facilities. To this end both parties will work actively to adhere to the provisions of the City’s Injury and Illness Prevention Program.

18.1 Health and Safety Provisions:

Health and safety provisions are covered under the City’s Injury and Illness Prevention Program.

18.2 City Safety Committees:

One City employee, who is a member of the Association, shall be a member of the City’s Safety Committee.

~~18.3 Outstanding Safety Issues:~~

Any outstanding safety issues or concerns should be addressed to the employee’s immediate supervisor.

ARTICLE 19. GRIEVANCE PROCEDURE

~~The Grievance Procedure is established to provide a consistent process for the fair and expeditious resolution of grievances.~~

~~19.1 Purpose:~~

~~The following procedure is intended to be the exclusive remedy for resolving grievances regarding contract language disputes, excluding issues related to disciplinary actions.~~

~~The City and the Association recognize that early settlement of grievances is essential to sound employee-employer relations. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination, retaliation or reprisal.~~

~~19.12 Definition of a Grievance, Scope and Right to File:~~

A grievance is an allegation by one or more employees or the Association that there has been a misinterpretation, misapplication or violation of this MOU. However, Article 2 of this MOU (Discrimination) is not within the scope of the grievance procedure.

19.2 Time Limitations

A grievance may be filed by an individual employee in the bargaining unit or by the Association on behalf of an employee. Should a decision not be rendered within the stipulated time limits set forth below, the grievant aggrieved employee may immediately appeal to the next step of this procedure. Should the grievant fail to appeal a decision within the time limits set forth below, the grievance will be considered resolved and the grievant will have waived all rights to appeal.

A grievance may be considered settled if the decision at any level is not appealed within the specified time limit. A summary of the grievance procedure and application time requirements is described below.

All grievances shall be filed in accordance with this procedure. A grievance is defined as any dispute involving the interpretation, application or alleged violation of this memorandum of understanding.

19.3 Grievant

An employee, a group of employees, or the Association may file a grievance. If an employee(s) is the grievant, they must initiate their grievance at Step One. If the Association is the grievant, it must initiate the grievance at Step Two. The Association may represent an employee(s) grievant at Step Two or higher in the grievance process.

19.34 Steps in the Grievance Process

1—Informal Grievance Procedure:

19.4.1 Step One (Immediate Supervisor)

An employee(s) who alleges a violation of the MOU must present the grievance to their immediate supervisor. If the Association is the grievant, it must submit the grievance at Step Two. The grievance must be presented to the immediate supervisor ~~W~~within ten (10) calendar days of the occurrence giving rise to the grievance or the time within which the grievant knew or should have known of the occurrence.

discovery of an event giving rise to a dispute, the employee and/or the employee representative shall present the dispute informally to the supervisor, manager or division head as appropriate. Where the dispute involves the relationship with the supervisor or manager they have a mutual responsibility to make a good faith effort to resolve the matter at the lowest possible level. The supervisor will investigate the alleged grievance. The supervisor or manager shall provide a decision on the grievance respond to the employee within ten (10) calendar days from the date the employee presented the grievance. of the informal meeting with the employee and/or employee representative.

Presentation of an informal grievance shall be necessary prior to filing of a Formal Grievance.

19.4.2 Step Two (Department Head)2—Formal Grievance Procedure:

If the employee(s) is not satisfied with the decision on the Step One, the employee(s) or their representative must present the grievance to the Department Head believes that the issue in dispute was not resolved informally, a formal grievance may be filed with the Department Head within ten (10) calendar days from the response from the supervisor at Step One.

The Step Two grievance must in writing and must (1) state the section(s) of the MOU alleged to be violated; (2) provide sufficient facts to establish that at violation of the identified section(s) of the MOU has occurred; and (3) state the desired remedy to resolve the grievance. employee's receipt of the decision of the supervisor or manager. A formal grievance shall only be initiated in writing and shall contain information which:

- d) — Identifies the aggrieved;
- e) — Specifies the nature of the grievance, including a description of the time and place of relevant events;
- f) — Delineates the rule, law, regulation, or policy alleged to have been violated, improperly interpreted, applied or misapplied;
- g) — Describes the consideration given and steps taken to secure informal resolution of the problem;
- h) — Describes the corrected action desired; and

Gives the names of the employee representative.

If the Association is the grievant, the written grievance must be submitted within ten (10) calendar days of the date of the occurrence giving rise to the grievance or the time within which the Association knew or should have known of the occurrence.

- i) — The Department Head or designee will investigate the alleged grievance. The investigation will include a meeting with the grievant. The Department Head or designee shall provide a written decision on the grievance to the grievant wWithin ten (10) calendar days from the Step Two written grievance.
after receipt of the written grievance, the Department Head or designee shall investigate the matter, confer with persons affected, (and their representatives) to the extent deemed necessary and render a decision in writing.

19.45.3 Step Three (3—Personnel Review):

If the grievant is not satisfied with the decision on the Step Two grievance, the grievant of the Department Head or designee does not resolve the dispute to the satisfaction of the employee, the Association must present the grievance in writing has the right to submit and advance the grievance to the Human Resources Manager within ten (10) calendar days of the grievant's receipt of the

~~decision from the Department Head at Step Two. If the Association chooses to advance the grievance to the Human Resources Manager, the Association shall notify the Human Resources Manager in writing within thirty (30) calendar days of receipt of the Step 2 response.~~

~~The Step Three grievance must (1) state the section(s) of the MOU alleged to be violated; (2) provide sufficient facts to establish that a violation of the identified section(s) of the MOU has occurred; (3) provide as much narrative as possible as to why the employee is not satisfied with the decision on the Step Two grievance; and (4) state the desired remedy to resolve the grievance. The Step Three grievance must attach the written decision of the Department Head at Step Two. The Human Resources Manager or designee shall investigate the alleged grievance. The Human Resources Manager or designee shall provide a written decision on the grievance to the grievant within fifteen (15) calendar days from receipt of the Step Three written grievance.~~

~~Within ten (10) calendar days after the request for review, the Human Resources Manager or designee shall investigate the matter, confer with persons affected (and their representatives) to the extent deemed necessary and render a decision in writing.~~

~~19.4.46 Step Four (Arbitration)4—Alternative Grievance Appeal Resolution.~~

~~Any other dispute resolving mechanism may be substituted upon mutual agreement between the parties.~~

~~19.7 Step 5—Appeal to Arbitration.~~ Should the grievance remain unresolved through the preceding steps, the Association ~~or the City~~ may request binding arbitration as the final step in the grievance process, by notifying the ~~City Manager other party~~ in writing of their intent to proceed to arbitration. Such notice shall be provided to the ~~City Manager within fifteen (15) calendar days from the employee's receipt of the Human Resources Manager's decision at Step Three. other party within ten (10) working days from the date of the decision rendered under Step 4, above, unless otherwise agreed to by the parties~~

~~19.74.44.1 Selection of the Arbitrator: Upon notice of intent to arbitrate, the Association and the City Manager or designee shall meet to select an arbitrator. If unable to mutually agree on the selection of an arbitrator, then a list of seven (7) available arbitrators shall be obtained from the State of California Mediation and Conciliation Services ~~or, if by mutual consent, from the American Arbitration Association.~~ Upon receipt of such list, the parties shall meet ~~(in person, by phone or virtually) by phone or in person~~ and if unable to mutually select an arbitrator from such list then a coin shall be flipped and the party correctly calling the coin flip shall strike a name from the list. The parties shall then alternately strike names from the list until only one name remains and that individual shall be the arbitrator.~~

~~19.74.24.2 Decision of the Arbitrator: The decision, opinion, and award of the arbitrator shall be final and binding upon all parties, subject to review only under the provisions of~~

California Code of Civil Procedure Section 1280 et seq., as amended. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this ~~MOU.emorandum of Understanding.~~

~~19.74.2.14.3~~ If the question of arbitrability ~~of an issue~~ is raised ~~by either the employee, the Association, or the City,~~ the arbitrator shall make his/her/their determination on arbitrability such questions shall be determined in the first instance by the arbitrator who shall, upon request of any party, make his/her determination prior to hearing the merits of the ~~grievance, unless the parties mutually agree otherwise.~~

~~19.7.2.2~~ All arbitration proceedings under this part shall be governed by the California Arbitration Act (C.C.P. Section 1280 et seq.), and any action brought by any party to enforce the provisions hereof shall be brought solely and exclusively under said part.

~~19.74.2.34.4~~ The City shall prepare in blank and deliver to the arbitrator subpoenas for issuance by him/her. The arbitrator may, in his/her/their discretion, require a showing of good cause prior to the issuance of any subpoena.

~~19.74.4.2.45~~ The ~~affected employee~~Association and the City agree to share equally all costs of the arbitrator and to be responsible for their own respective costs of making their presentation to the arbitrator.

~~19.74.42.56~~ If by mutual agreement or requirement of the arbitrator, services of a court reporter are utilized, the parties agree to equally share the cost of such service. Any cost for transcription shall be borne by the party requesting it.

19.5 Extension of Time Limits

The Step One time limits set forth above may be extended with prior written approval from the City Manager. The remaining time limits set forth above may be extended by mutual agreement.

19.67.3- General Provisions:

~~19.67.3.1-~~ Nothing in these procedures shall be construed to prevent discussion or meetings between parties at any time to clarify the facts to conclude any matter as promptly as possible.

19.6.2 Nothing in these procedures shall be construed to prevent the parties from mutually agreeing to other alternative dispute procedures, such as voluntary mediation, at any point during the grievance procedure.

~~19.7.3.2 The time limitations established herein may be extended by mutual consent for valid reasons, such as legitimate absence of one or more parties or because of injury, illness, official obligations, or unavoidable personal obligations.~~

~~19.7.3.4.3~~ 19.7.3.4.3 Concurrent grievances ~~or appeals~~ alleging violation of the same provision and/or based on the same occurrence may be consolidated upon the agreement of the City and the Association, ~~for the purpose of these procedures.~~ Consolidated grievances or appeals shall ~~and~~ be determined in one proceeding.

~~19.7.4.5~~ 19.7.4.5 While ~~either the employee or the Association may initiate a grievance under the formal procedure (or they may join together in the procedure), once~~ Once a Step Two grievance has been submitted, the issue identified by the grievance has been presented, no other grievance concerning the issue, incident, or action upon which the grievance is based may be initiated.

~~19.7.3.6 The Association, when the initiating party, shall be subject to all policies and assume all rights and responsibilities of the grievance procedure which are granted to or required of the employee.~~

ARTICLE 20. APPEAL PROCEDURE FOR FINAL DISCIPLINARY ACTION

20.1—Formal Procedure:

~~An employee in the municipal service holding a regular appointment who is suspended for more than three [3] working days, demoted or dismissed by the City Manager, or who alleges that those sections of the Personnel Ordinance or Rules relating to promotion, demotion, reduction, suspension, and dismissal have been violated by the City Manager shall be entitled to be heard before the City Council provided a written request therefor has been filed with the City Clerk within ten [10] working days from the effective date of the action from which the employee seeks exception. The written request for a hearing before the City Council shall be processed as follows:~~

- ~~a. Within twenty [20] days after the filing of a written request for hearing, the City Council shall investigate the charges and may call on independent consultants as it considers necessary, and shall conduct a hearing.~~
- ~~b. The hearing before the City Council may be public or private at the option of the employee, and the employee may be represented by legal council or other representative.~~
- ~~c. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose~~

- ~~of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.~~
- ~~d. The City Council shall within ten [10] days of the hearing render its decision in writing and the City Clerk shall direct copies thereof to the City Manager, the employee requesting said hearing, and the department head concerned.~~
- ~~e. The decision of the City Council may sustain, revoke, or modify the suspension, demotion, reduction in pay, or dismissal, and shall be final and conclusive in all respects and shall not be subject to appeal.~~
- ~~f. In the event the City Council revokes or modifies a suspension, demotion, reduction in pay, or dismissal and orders the employee reinstated to his former position, it shall direct the payment of salary to the employee for the period of the time that the City Council rescinds the action.~~

The following administrative appeal process shall apply to all appeals of final disciplinary actions. For purposes of this section “final disciplinary action” means disciplinary actions involving a loss of compensation, e.g. discharge, demotion, unpaid suspension, or reduction in salary.

20.1 Notice of Appeal

Within seven (7) calendar days of receipt by an employee of Notice of Final Discipline, the employee shall notify the City Manager in writing of the employee’s intent to appeal the final disciplinary action. The Notice of Appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

20.2 Hearing Officer

Upon receipt of the employee’s Notice of Appeal, the parties will select a neutral Hearing Officer who will hear the employee’s appeal and provide a written advisory decision to the City Manager. The Hearing Officer shall conduct the formal hearing in accordance with the procedures set forth herein.

The parties may mutually agree upon a Hearing Officer, or the parties will jointly select a Hearing Officer from a list of seven (7) arbitrators provided by the State of California Mediation and Conciliation Service (SCMCS). If the parties cannot reach mutual agreement regarding an arbitrator to serve as Hearing Officer, they shall strike names from the SCMCS list. The parties shall flip a coin to determine who strikes first. If the Association is representing the employee in the appeal, the

Hearing Officer's fee and expenses shall be borne equally by the parties. Otherwise, the City will pay the Hearing Officer's fee and expenses.

20.3 Burden of Proof

The City shall bear the burden of proof at the hearing. The City must prove the facts which form the basis for the charge(s) by a preponderance of the evidence. The City must also prove that the punitive action was reasonable in consideration of the gravity of the offense and any history of prior discipline.

20.4 Conduct of Hearing

20.4.1 The hearing shall be conducted in the manner most conducive to determination of the truth, and the Hearing Officer shall not be bound by technical rules of evidence. The Hearing Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

20.4.2 Each side will be permitted an opening statement. The City shall first present its witnesses and evidence to sustain the charges and the employee will then present his/her witnesses and evidence in defense.

20.4.3 Witnesses shall testify under oath. The oath may be administered by the Hearing Officer.

20.4.4 Each side will be allowed to call and examine witnesses, to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him or her to testify; and to rebut the evidence against him or her.

20.4.5 The Hearing Officer shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence.

20.4.6 The Hearing Officer may, prior to or during a hearing, grant a continuance for any reason he/she believes to be important to his/her reaching a fair and proper decision.

20.4.7 Following the presentation of evidence, the parties may submit oral and/or written closing arguments for consideration by the Hearing Officer.

20.5 Representation

The employee may be represented by an Association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation, and any other costs the employee incurs in association with the appeal hearing, shall be borne by the employee. The City/Department shall also be entitled to representation at all stages of the proceedings.

20.6 Recommended Decision

The Hearing Officer shall prepare and issue a Recommended Decision in writing within thirty (30) calendar days of the submission of the case by the parties for decision. The Hearing Officer's written Recommended Decision shall set forth whether the charge(s) are sustained, and shall contain findings regarding the facts which form the basis for the charge(s), and a determination on the reasonableness of the penalty in consideration of the gravity of the offense and any history of prior discipline.

The Hearing Officer shall serve the Recommended Decision on the parties.

20.7 Final Decision

The Hearing Officer's Recommended Decision is advisory to the City Council. After the City receives the Recommended Decision, the City Council will consider the Recommended Decision and will thereafter sustain, modify or revoke the disciplinary action.

The City shall serve the City Council's Final Decision on the employee as well as his/her/their attorney or representative, and shall advise the employee that the time within which judicial review of the decision may be sought is governed by California Code of Civil Procedure section 1094.5.

ARTICLE 21. WORK STOPPAGE AND LOCKOUTS

During the term of this agreement, no work stoppage, slowdown, strikes, or picketing shall be caused or sanctioned by the Association, and the City agrees that it will not lock out employees.

ARTICLE 22. CONTRACTING OUT

The City will notify the Association if it contemplates contracting or subcontracting work customarily performed by members of the Association. The Association shall be given an opportunity to discuss the effect of the proposed action upon its members and, upon request, to propose an effective and economical alternative way in which such services could continue to be provided by the City's own employees. In the event that the City decides to contract or subcontract work the City will:

- a) Follow the layoff procedure stated in Article 6;
- b) Pursue in a reasonable manner obtaining employment for affected employees with the proposed contractor or subcontractor

- c) Consider attrition or other similar alternatives if practical or feasible, however, the City does not guarantee employment.

ARTICLE 23. MISCELLANEOUS

~~23.1~~ ~~Meal Breaks:~~

~~All employees shall be entitled to a one (1) hour non-paid meal period during each eight (8) hour work shift. Whenever possible, this meal period shall be scheduled at the middle of each shift.~~

~~23.2~~ ~~Rest Periods:~~

~~All employees shall be granted a rest period or coffee break limited to fifteen (15) minutes during each four (4) hours of work. Rest periods not taken shall be waived. The morning and afternoon rest period shall be granted near the middle of each four hour shift whenever this is feasible.~~

~~Employees are entirely relieved of responsibilities and restrictions during their meal period, unless they are assigned to work an on-duty meal period, which will be treated as paid time.~~

23.31 **Use of City Facilities for Private Purposes:**

Employees shall be entitled to rent City facilities for private use by the employee or his/her/their immediate family according to established City policy. The terms and conditions of the policy will be subject to review and revision during the term of this contract.

23.42 **Americans with Disabilities Act:**

The City reserves the right to take all necessary actions to comply with the Americans with Disabilities Act and other State and Federal laws protecting disabled employees, including determining the need for defining and making available reasonable accommodations to disabled employees who are otherwise qualified to perform the essential job functions of their position. The City agrees to meet and confer with the Association to discuss any actions which impact wages, hours and other terms and conditions of employment of any member of this bargaining unit.

23.53 **Personnel Regulations:**

~~It is understood that d~~During the term of this ~~Memorandum of Understanding~~MOU the City will be reviewing and updating, where needed, the City's Personnel Regulations ~~of the City~~. The City shall meet and confer with the Association on revisions, ~~which that~~ are within the scope of representation. Where there are conflicts or differences between the Personnel Regulations and this MOU, e ~~Memorandum of Understanding~~, the language in this MOU e ~~Memorandum of Understanding~~ shall supersede, the procedure in the City ~~of Los Alto's~~' Personnel Regulations.

23.64 **Probationary Appointments:**

The probationary period for all newly hired employees to the City or newly-promoted employees shall be twelve (12) months.

All newly hired employees to the City may be dismissed during the probationary period at any time without right of appeal.

An employee rejected ~~edion~~ during ~~promotional the probationary period from a position that the employee has been promoted~~ shall be reinstated to the position from which employee was promoted ~~from~~, unless the employee is dismissed for cause.

The probationary period may be extended by the City Manager, upon recommendation of the department head, for not more than six (6) months.

23.75- Outside Employment:

~~Effective July 1, 2017, Unit employees shall provide written notification of current outside employment employee has been engaged in prior to June 30, 2016 and will continue to be engaged in after July 1, 2017 that is providing contract services through a City awarded contract related to services performed by the Department.~~

~~Effective July 1, 2017, employee~~ Employees shall seek prior approval of any outside employment with an employer that is providing contract services through a City awarded contract related to services performed by the Department. Additionally, ~~at~~ any time ~~an~~ that employee's outside employer bids or is awarded a contract with the ~~City of Los Altos~~, the employee shall notify the Department Head within five (5) working days ~~so for~~ the Department ~~to may~~ review the appropriateness of continued employment to ensure transparency and avoidance of conflict.

ARTICLE 24. AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this ~~Memorandum of Understanding~~ MOU the following will apply:

~~The City's principal authorized agent shall be the the Administrative Services Director or duly authorized representative.~~

Human Resources Manager or designee. City of Los Altos
1 North San Antonio Road
Los Altos, CA 94022
(650) 948-1491

~~The Association's Los Altos Municipal Employee Association~~ principal authorized agent shall be the Association President ~~or duly authorized representative.~~ The Association shall update Human Resources upon the selection of a new Association President as soon as possible.

ARTICLE 25. PROVISIONS OF THE LAWSAVINGS CLAUSE

This ~~Memorandum of Understanding~~MOU is subject to all current and future applicable Federal and State laws and regulations and the Constitution of the State of California. If any part or provision of this agreement is in conflict or inconsistent with such applicable laws, or regulation, or it is rendered or declared invalid by reason of any State or Federal legislation, such invalidation of such part or portion of this ~~Memorandum of Understanding~~MOU shall not invalidate the remaining portions hereof, and the remaining portions shall remain in full force and effect, insofar as such remaining portions shall remain in full force and effect, insofar as such remaining portions are severable. Parties shall meet and confer to the extent required to address the impacts Federal or State laws have upon matters within the scope of employment.

ARTICLE 26. TERM

~~The term of this MOU is July 1, 2021 through June 30, 2024.~~ This ~~Memorandum of Understanding~~MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This MOU shall become effective after Association ratification and subsequent City Council approval. ~~in full force and effect on July 1, 2017 (date City Council approves successor MOU), unless otherwise noted, and shall continue in full force until midnight June 30, 2020.~~

FOR THE LOS ALTOS MUNICIPAL EMPLOYEE ASSOCIATION

DATE: _____

Sean Gallegos, Association President _____ Date _____

~~Chris Costanzo~~Bridget Matheson, Association Vice President, ~~Association Representative~~ _____ Date _____

FOR THE CITY OF LOS ALTOS

DATE: _____

~~Phil Stanhope~~ _____
~~Jon Maginot, Acting Human Resources Manager~~ _____
~~Deputy City Manager~~ _____ Date

~~Phil Stanhope~~ _____
~~Lisa S. Charbonneau, Acting Human Resources Manager~~ _____
~~Chief Negotiator~~ _____ Date

~~Sharif Etman, Administrative Services Director~~

~~Chris Jordan, City Manager~~

APPENDIX A**SALARY SCHEDULE: First pay period in July 2017—June 30, 2018**

| LAMEA—Salary Schedule FY 17/18 | Biweekly FY 17/18 | | | | |
|---|------------------------------|---------------|---------------|---------------|---------------|
| <i>Legislative & Executive</i> | Step A | Step B | Step C | Step D | Step E |
| Public Information Coordinator | \$3,293 | \$3,458 | \$3,630 | \$3,812 | \$4,003 |
| Economic Development Coordinator | \$3,293 | \$3,457 | \$3,630 | \$3,812 | \$4,003 |
| <i>Administrative Services</i> | Step A | Step B | Step C | Step D | Step E |
| Management Analyst II | \$3,525 | \$3,701 | \$3,886 | \$4,080 | \$4,284 |
| Management Analyst I | \$3,204 | \$3,364 | \$3,533 | \$3,709 | \$3,895 |
| Accounting Technician II | \$2,673 | \$2,807 | \$2,947 | \$3,094 | \$3,249 |
| Accounting Technician I | \$2,321 | \$2,437 | \$2,559 | \$2,687 | \$2,821 |
| Accounting Office Assistant I | \$2,041 | \$2,143 | \$2,250 | \$2,363 | \$2,481 |
| Information Technology Analyst | \$3,740 | \$3,927 | \$4,123 | \$4,330 | \$4,546 |
| Information Technology Technician | \$2,840 | \$2,982 | \$3,131 | \$3,287 | \$3,452 |
| <i>Police Services</i> | Step A | Step B | Step C | Step D | Step E |
| Executive Assistant | \$2,523 | \$2,649 | \$2,781 | \$2,920 | \$3,067 |
| Lead Records Specialist | \$2,354 | \$2,472 | \$2,596 | \$2,725 | \$2,862 |
| Records Specialist | \$2,138 | \$2,244 | \$2,356 | \$2,474 | \$2,597 |
| <i>Public Works—Engineering</i> | Step A | Step B | Step C | Step D | Step E |
| Associate Civil Engineer | \$3,841 | \$4,033 | \$4,235 | \$4,446 | \$4,669 |
| Assistant Civil Engineer | \$3,396 | \$3,565 | \$3,744 | \$3,931 | \$4,127 |
| Construction Inspector | \$2,939 | \$3,086 | \$3,241 | \$3,403 | \$3,573 |
| Engineering Technician | \$2,939 | \$3,086 | \$3,241 | \$3,403 | \$3,573 |
| Executive Assistant | \$2,523 | \$2,649 | \$2,781 | \$2,920 | \$3,067 |
| <i>Public Works—Maintenance</i> | Step A | Step B | Step C | Step D | Step E |
| Maintenance Supervisor | \$3,293 | \$3,458 | \$3,631 | \$3,813 | \$4,003 |
| Executive Assistant | \$2,523 | \$2,649 | \$2,781 | \$2,920 | \$3,067 |
| <i>Community Development</i> | Step A | Step B | Step C | Step D | Step E |
| Senior Building Inspector | \$3,578 | \$3,757 | \$3,945 | \$4,143 | \$4,349 |
| Building Inspector | \$3,237 | \$3,399 | \$3,569 | \$3,748 | \$3,936 |
| Assistant Planner | \$3,284 | \$3,448 | \$3,620 | \$3,801 | \$3,990 |
| Permit Technician | \$2,601 | \$2,731 | \$2,868 | \$3,011 | \$3,161 |
| Executive Assistant | \$2,523 | \$2,649 | \$2,781 | \$2,920 | \$3,067 |
| <i>Recreation & Community Services</i> | Step A | Step B | Step C | Step D | Step E |
| Senior Recreation Supervisor | \$3,359 | \$3,526 | \$3,703 | \$3,888 | \$4,082 |

| | | | | | |
|---|---------------|---------------|---------------|---------------|---------------|
| Recreation Supervisor | \$3,195 | \$3,355 | \$3,522 | \$3,698 | \$3,884 |
| Recreation Coordinator | \$2,426 | \$2,547 | \$2,675 | \$2,808 | \$2,949 |
| Facilities Coordinator | \$2,426 | \$2,547 | \$2,675 | \$2,808 | \$2,949 |
| Office Assistant II | \$2,033 | \$2,135 | \$2,242 | \$2,354 | \$2,471 |
| Office Assistant I | \$1,826 | \$1,917 | \$2,013 | \$2,113 | \$2,219 |
| <i>New Positions for 2017-18</i> | Step A | Step B | Step C | Step D | Step E |
| Associate Planner | 3,628 | 3,809 | 3,999 | 4,199 | 4,409 |
| Junior Engineer | 3,087 | 3,241 | 3,403 | 3,573 | 3,752 |
| Senior Engineer | 4,401 | 4,621 | 4,852 | 5,095 | 5,350 |
| Senior Planner | 4,299 | 4,514 | 4,740 | 4,977 | 5,226 |

SALARY SCHEDULE: First pay period in July 2018—June 30, 2019
To be determined—Will range between 3.00% and 4.00%

SALARY SCHEDULE: First pay period in July 2019—June 30, 2020
To be determined—Will range between 2.50% and 4.00%



CONSENT CALENDAR

Agenda Item # 9

AGENDA REPORT SUMMARY

Meeting Date: June 22, 2021

Subject: At-Will Employee Urgency Ordinance

Prepared by: Jolie Houston, City Attorney

Reviewed by: Jon Maginot, Deputy City Manager

Approved by: Brad Kilger, Interim City Manager

Attachment(s):

1. Urgency Ordinance No. 2021-476

Initiated by:

City Attorney and Staff

Previous Council Consideration:

None

Fiscal Impact:

None

Environmental Review:

Not applicable.

Policy Question(s) for Council Consideration:

Does the Council wish to adopt an ordinance that will clarify the City Manager's power to establish at-will employment at the City??

Summary:

- From time to time, the City hires at-will employees. The term "at-will" means employees that may be released without cause, have no right to appeal dismissal or any other disciplinary action, and otherwise do not have a property interest in continued employment.
- This ordinance clarifies the category of at-will employment at the City and the City Manager's right to establish at-will employment.
- This ordinance will be followed by a comprehensive revise of the City's 2012 personnel rules and the City's 1962 personnel ordinance.

Staff Recommendation:

Approve.

Reviewed By:

City Manager

City Attorney

Finance Director

4831-3015-35111
JH/27697004

9677884.1 LO086-062

JH

JM



Subject: At-Will Employee Urgency Ordinance

Purpose

This ordinance will clarify the City Manager’s power to establish at-will employment at the City and supports the category of at-will employment at the City.

Background

Currently, the City’s municipal code does not address the City Manager’s power to appoint at-will employees, even though, from time-to-time the City hires at-will employees. The term “at-will” means employees that may be released without cause, have no right to appeal dismissal or any other disciplinary action, and otherwise do not have a property interest in continued employment.

Discussion/Analysis

This ordinance clarifies the category of at-will employment at the City and the City Manager’s right to establish at-will employment. This ordinance will be followed by a comprehensive revise of the City’s 2012 personnel rules and 1962 personnel ordinance, which will come before the Council later in the year.

Options

- 1) Approve

Advantages: The City’s municipal code will address the existence of at-will employment at the City.

Disadvantages: None.

- 2) Reject

Advantages: None.

Disadvantages: The City’s municipal code will be silent as to the existence of at-will employment at the City.

Recommendation

The staff recommends Option 1. As an Urgency Ordinance it will require 4/5 vote of the entire Council.

ORDINANCE NO. 2021- 476

**AN URGENCY ORDINANCE OF THE CITY OF LOS ALTOS
AMENDING CHAPTER 2, SECTION 2.01.060 ENTITLED “CITY
MANAGER.” OF THE LOS ALTOS MUNICIPAL CODE (“LAMC”) BY
REPEALING SECTION 2.01.060 IN ITS ENTIRETY AND REPLACING
IT WITH A NEW SECTION 2.010.060**

WHEREAS, the City Council finds that it is the intent of this Ordinance to be interpreted in a manner compatible with the California Constitution, the laws of the State of California, the Los Altos Municipal Code and the Los Altos Personnel Ordinances, Rules and Regulations; and

WHEREAS, the City complied with all local and state laws concerning the public notice of its intent to adopt this Ordinance; and

WHEREAS, the Ordinance amendments set forth below have been reviewed and considered by the City Council in accordance with the provisions of the California Environmental Quality Act of 1970, as amended (“CEQA”), and the guidelines promulgated thereunder and, further, said Council finds that it can be seen with certainty that there is no possibility that said amendments may have a significant effect on the environment and said amendments are therefore exempt from the requirements of the CEQA pursuant to the provisions of Section 15061(b)(3) of Division 6 of Title 14 of the California Code of Regulations.

The City Council of the City of Los Altos does hereby ordain as follows:

SECTION 1. AMENDMENT OF CODE: Chapter 2, Section 2.01 of the Los Altos Municipal Code (“LAMC”) entitled “City Manager” is hereby amended by repealing Section 2.01.060 in its entirety and replacing it with a new section 2.010.060 to read as follows:

“2.01.060 - Powers and duties.

The city manager shall be the administrative head of the government of the city under the direction and control of the council except as otherwise provided in this chapter. The city manager shall be responsible for the efficient administration of all affairs of the city which are under his or her control. In addition to his or her general powers as administrative head, and not as a limitation thereon, and except as otherwise provided for in a written agreement for services with the city, he or she shall be expected to, and shall have the power to:

- A. Enforce all laws and ordinances of the city and to see that all franchises, contracts, permits and privileges granted by the council are faithfully observed;
- B. Appoint, remove, promote, demote, evaluate and manage any and all officers and employees of the city, except elective officers and the city attorney, subject to all applicable personnel rules and regulations which the city manager amends, revises and administers and, on behalf of the city, prepare and enter into separation agreements with officers and employees;

- C. Serve as the personnel officer as defined in the Personnel System Ordinance and resolutions;
- D. Control, order and give direction to all department heads who are subject to his or her appointment and removal authority, and to employees of the city under his or her jurisdiction through their department heads;
- E. Establish at-will positions that serve at the pleasure of the City Manager. Incumbents in such positions have no probationary period, may be dismissed without cause, and have no right to appeal their dismissal or any other disciplinary action. This section expressly supersedes and replaces any conflicting terms or provisions in the City's Personnel Ordinance No. 260;
- F. Conduct studies and effect such organization and reorganization of offices, positions or units under his or her direction as may be indicated in the interest of efficient, effective and economical conduct of the city's business;
- G. Recommend to the council for adoption such measures and ordinances as he or she deems necessary;
- H. Attend all regular meetings of the council unless excused therefrom by the mayor or the council;
- I. Prepare and submit a proposed annual, biennial or longer term budget and a proposed annual salary plan to the council for its approval;
- J. Direct and supervise all the purchasing activities of the city;
- K. Keep the council at all times fully advised as to the financial condition and needs of the city;
- L. Make investigations into the affairs of the city and any department or division thereof and any contract or the proper performance of any of the obligations of the city; and further, to investigate all complaints in relation to matters concerning the administration of the city government and in regard to the service maintained by public utilities in the city;
- M. Exercise general supervision over all public buildings, public parks and all other public properties which are under the control and jurisdiction of the council;
- N. Have the same authority as the mayor, as conveniences to the parties may dictate, to sign documents specified in Section 40602 of the Government Code of the state whenever such documents have been approved by the council for execution by resolution, motion, minute order or other appropriate action; and
- O. Perform such other responsibilities and exercise such other powers as may be delegated to him or her from time to time by ordinance or resolution or other official action of the council.”

SECTION 2. CONSTITUTIONALITY / SEVERANCE. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Los Alto hereby declares that it would have passed and adopted this

Ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 3. PUBLICATION. This Ordinance shall be published as provided in Government Code section 36933.

SECTION 4. EFFECTIVE DATE: This Ordinance, pursuant to Government Code section 36937, is hereby declared to be necessary as an urgency measure for the preservation of the public peace, health, safety and property in the City, and as such shall take effect immediately and be in full force and effect after its adoption after publication at least once in an official newspaper of the City for the following reasons:

The City Council finds that this Ordinance must be adopted as an urgency ordinance and is necessary (1) to correct any conflicts between existing City Personnel Ordinance, Rules and Regulations and this Ordinance and (2) to avoid confusion and to assure the City employees and public what rules, regulations and procedures will apply to certain “at will” employees.

In order to accomplish these goals, Los Altos Municipal Code Chapter 2.01, as amended, must adopted by means of this Urgency Ordinance.

PASSED FOR THE PURPOSE OF PUBLICATION this 22nd day of June 2021, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Neysa Fligor, MAYOR

Attest:

Andrea Chelemengos, CITY CLERK

Date: _____



DISCUSSION ITEM

AGENDA ITEM #10

AGENDA REPORT SUMMARY

Meeting Date: June 22, 2021

Subject: 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)

PRESENTATION TO BE MADE AT MEETING

City Manager

CJ

Reviewed By:

City Attorney

JH

Finance Director

SE



DISCUSSION ITEM

Agenda Item # 11

AGENDA REPORT SUMMARY

Meeting Date: June 22, 2021

Subject: FY 2021/22 – 2022/23 Operating Budget and FY 2022-2026 Five-Year Capital Improvement Plan

Prepared by: Jon Maginot, Interim Administrative Services Director and Richard Martinez, Finance Consultant

Approved by: Brad Kilger, Interim City Manager

Attachment(s):

1. FY 2021/22 – 2022/23 Operating Budget and FY 2022-2026 Five-Year Capital Improvement Plan
2. Resolution No. 2021-31
3. Resolution No. 2021-32
4. Resolution No. 2021-33
5. Resolution No. 2021-34
6. Resolution No. 2021-35
7. Resolution No. 2021-36
8. Email from Community Services Agency dated June 4, 2021
9. Analysis of FY 2021/22 Capital Improvement Projects
10. Los Altos City Council 2021 Goals and Objectives Program/Task Matrix

Initiated by:

Staff

Previous Council Consideration:

May 18, 2021 and June 1, 2021

Fiscal Impact:

Adoption of the FY 2021/22 – 2022/23 Operating Budget and FY 2022-2026 Five-Year Capital Improvement Plan will appropriate those funds needed for the City's operating and capital needs.

FY 2021/22 Operating Budget Expenditures: \$47.3 Million

FY 2021/22 Capital Improvement Plan Appropriations: \$12.8 Million

Environmental Review:

Not applicable

Reviewed By:

City Manager

BK

City Attorney

JH

Finance Director

JM



Subject: FY 2021/22 – 2022/23 Operating Budget and FY 2022-2026 Five-Year Capital Improvement Plan

Policy Question(s) for Council Consideration:

- Does the Council approve the proposed FY 2021/22 – 2022/23 Operating Budget and FY 2021-26 Capital Improvement Plan and corresponding resolutions?

Summary:

- The proposed Operating Budget and CIP represent a base budget that begins to return to pre-COVID-19 levels of service and includes certain of the City Council's objectives that staff feels can be accomplished during the upcoming two-year period

Staff Recommendation:

1. Move to adopt Resolution No. 2021-31 adopting FY 2021/22 – 2022/23 Operating Budget
2. Move to adopt Resolution No. 2021-32 adopting the FY 2022-2026 Five-Year Capital Improvement Program
3. Move to adopt Resolution No. 2021-33 establishing the FY 2021/22 Transient Occupancy Tax
4. Move to adopt Resolution No. 2021-34 establishing the FY 2021/22 Utility Users Tax
5. Move to adopt Resolution No. 2021-35 establishing the FY 2021/22 Appropriations Limit
6. Move to adopt Resolution No. 2021-36 adopting the FY 2021/22 Salary Schedule
7. Move to approve the City Council 2021 Objectives



Subject: FY 2021/22 – 2022/23 Operating Budget and FY 2022-2026 Five-Year Capital Improvement Plan

Purpose

To adopt the FY 2021/22 – 2022/23 Operating Budget and FY 2022-2026 Five-Year Capital Improvement Plan and the City Council 2021 Objectives

Background

The two-year Operating Budget and the Five-Year Capital Improvement Plan (CIP) are adopted by the City Council and set the direction of the City Council for use of City funds. Through the Budget and CIP, the City Council sets the City's annual plan for allocating resources to meet the mission of the City and to accomplish the priorities of the City Council.

On May 18, 2021 and June 1, 2021, the City Council reviewed the draft Operating Budget and CIP and provided feedback and direction to staff.

Discussion/Analysis

As first reported during the May 18, 2021 Budget Study Session, the Operating Budget and CIP have been structured to achieve the goals and priorities of the City Council and to fulfill the mission of the City. The Operating Budget represents the base budget of services provided by the City at pre-COVID-19 levels.

General Fund Revenues

The City Council's Priorities for 2021 include several items related to City revenues that are incorporated into the proposed budget, including: seeking federal and state funding to assist in recovering funds expended due to COVID-19; conducting a review of the City's user fee schedule including updating the City's Cost Allocation Study; and establishing a cost recovery policy for the Recreation and Community Services Department.

The proposed Operating Budget includes maintaining six positions as frozen. These positions remain critical to accomplishing the mission of the City and providing services to the community. As they remain frozen, services provided will be reduced by some measure, including potentially advancement of capital improvement projects.



Subject: FY 2021/22 – 2022/23 Operating Budget and FY 2022-2026 Five-Year Capital Improvement Plan

| | FY2018/19 Actual | FY2019/20 Actual | FY2020/21 Budget | FY2020/21 Projected | FY2021/22 Proposed Budget | FY2022/23 Proposed Budget | % Change Over Projected FY2020/21 |
|--|----------------------|----------------------|----------------------|------------------------|---------------------------------|---------------------------------|--|
| GENERAL FUND | | | | | | | |
| Property Tax | 23,791,531 | 25,786,599 | 27,287,029 | 27,256,236 | 28,713,170 | 29,568,955 | 5.3% |
| Sales Tax | 3,461,299 | 3,373,391 | 2,641,120 | 2,860,000 | 3,053,000 | 3,114,060 | 6.7% |
| Utility Users Tax | 2,743,570 | 2,838,663 | 2,464,430 | 2,650,000 | 2,729,500 | 2,811,385 | 3.0% |
| Motor VLF | 15,054 | 24,686 | - | - | - | - | - |
| Transient Occupancy Tax | 3,166,067 | 2,359,762 | 582,200 | 580,000 | 1,000,000 | 1,310,000 | 72.4% |
| Business License Tax | 540,262 | 517,818 | 468,180 | 470,000 | 479,400 | 488,988 | 2.0% |
| Construction Tax | 113,588 | 115,994 | 190,600 | 110,000 | 110,000 | 110,000 | 0.0% |
| Documentary Transfer Tax | 679,424 | 579,948 | 551,157 | 600,000 | 580,000 | 580,000 | -3% |
| Total Taxes | 34,510,795 | 35,596,861 | 34,184,716 | 34,526,236 | 36,665,070 | 37,983,388 | 6.2% |
| Interest Income | 1,908,805 | 2,233,470 | 381,045 | 341,000 | 335,000 | 332,300 | -1.8% |
| Rental Income | 24,106 | 24,106 | 24,000 | 24,000 | 24,000 | 24,000 | - |
| Total Income | 1,932,911 | 2,257,576 | 405,045 | 365,000 | 359,000 | 356,300 | -1.7% |
| Recreation Fees | 1,963,119 | 846,586 | 38,500 | 83,300 | 568,000 | 1,352,000 | 581.9% |
| Community Development Fees | 3,775,495 | 3,383,733 | 3,311,240 | 3,195,671 | 3,791,300 | 3,802,300 | 18.6% |
| Franchise Fees | 2,222,235 | 2,286,957 | 2,353,077 | 2,295,000 | 2,317,500 | 2,340,225 | 1.0% |
| Administrative Fees | 690,600 | 1,148,700 | 918,500 | 918,500 | 918,500 | 918,500 | 0.0% |
| Police Fees | 425,329 | 280,732 | 329,440 | 136,733 | 253,200 | 283,200 | 85.2% |
| Total Fees | 9,076,778 | 7,946,708 | 6,950,757 | 6,629,204 | 7,848,500 | 8,696,225 | 18.4% |
| Miscellaneous Revenue | 195,369 | 235,603 | 616,752 | 105,293 | 99,000 | 99,000 | -6.0% |
| Total General Fund Revenue | 45,715,853 | 46,036,748 | 42,157,270 | 41,625,733 | 44,971,570 | 47,134,913 | 8.0% |
| One-Time Revenues: | | | | | | | |
| Community Center Loan | - | - | 10,000,000 | 10,001,300 | - | - | - |
| Federal CARES Act | - | - | - | 381,230 | - | - | - |
| Federal ARP Act | - | - | - | - | 3,598,964 | 3,598,964 | - |
| Transfers In | 166,430 | 111,850 | 160,000 | 100,000 | 230,000 | 230,000 | - |
| Total General Fund Revenue/Transfers In | \$ 45,882,283 | \$ 46,148,598 | \$ 42,317,270 | \$ 52,108,263 | \$ 48,800,534 | \$ 47,364,913 | -6.3% |

NOTE: The One-Time Revenue includes the loan of \$10M for the Los Altos Community Center



Subject: FY 2021/22 – 2022/23 Operating Budget and FY 2022-2026 Five-Year Capital Improvement Plan

General Fund Expenditures

| PROGRAM EXPENDITURES | FY2018/19 Actual | FY2019/20 Actual | FY2020/21 Budget | FY2020/21 Projected | FY2021/22 Proposed Budget | FY2022/23 Proposed Budget | % Change Over Projected FY2020/21 |
|------------------------------------|---------------------|---------------------|---------------------|------------------------|---------------------------------|---------------------------------|--|
| LEGISLATIVE | | | | | | | |
| City Council | 281,850 | 369,547 | 298,684 | 297,547 | 368,572 | 369,875 | 23.9% |
| Total City Council | 281,850 | 369,547 | 298,684 | 297,547 | 368,572 | 369,875 | 23.9% |
| EXECUTIVE | | | | | | | |
| City Manager | 824,092 | 784,830 | 719,578 | 1,052,748 | 938,379 | 947,108 | -10.9% |
| City Attorney | 769,763 | 2,702,718 | 2,212,000 | 2,640,892 | 2,912,000 | 2,912,000 | 10.3% |
| City Clerk | 676,665 | 635,106 | 724,816 | 824,664 | 725,956 | 822,491 | -12.0% |
| Human Resources | 689,737 | 791,918 | 835,043 | 840,881 | 903,729 | 881,242 | 7.5% |
| Information Technology | 974,804 | 1,080,401 | 1,102,867 | 1,082,024 | 1,113,265 | 1,163,580 | 2.9% |
| Total Executive | 3,935,061 | 5,994,973 | 5,594,304 | 6,441,209 | 6,593,329 | 6,726,421 | 2.4% |
| Finance | | | | | | | |
| Finance | 1,306,238 | 1,461,069 | 1,225,212 | 1,446,234 | 1,710,301 | 1,444,182 | 18.3% |
| Non-Departmental | 150,101 | 689,729 | 223,500 | 174,132 | 339,000 | 309,000 | 94.7% |
| Total Finance | 1,456,339 | 2,150,798 | 1,448,712 | 1,620,366 | 2,049,301 | 1,753,182 | 26.5% |
| COMMUNITY DEVELOPMENT | | | | | | | |
| Planning | 1,407,702 | 1,511,972 | 1,596,216 | 1,488,730 | 1,830,852 | 1,835,209 | 23% |
| Building | 1,528,765 | 1,460,663 | 1,765,369 | 1,432,467 | 2,158,255 | 2,166,839 | 50.7% |
| Economic Development | 196,478 | 184,786 | 201,995 | 216,398 | 250,448 | 257,665 | 15.7% |
| Environmental-Sustainability | - | - | - | - | 38,450 | 38,450 | 0.0% |
| Total Community Development | 3,132,945 | 3,157,421 | 3,563,580 | 3,137,595 | 4,278,005 | 4,298,163 | 36.3% |
| ENGINEERING | | | | | | | |
| Engineering | 1,909,795 | 2,241,013 | 2,415,219 | 2,196,440 | 2,859,508 | 2,950,953 | 30.2% |
| Stormwater Maintenance | 171,435 | 123,036 | 248,198 | 204,780 | 257,276 | 259,718 | 26% |
| Traffic | 252,222 | 300,902 | 455,000 | 455,000 | 731,200 | 770,630 | 60.7% |
| Total Engineering | 2,333,452 | 2,664,951 | 3,118,417 | 2,856,220 | 3,847,984 | 3,981,301 | 34.7% |
| MAINTENANCE SERVICES | | | | | | | |
| Maintenance Administration | 598,058 | 551,234 | 578,239 | 546,661 | 544,945 | 553,360 | -0.3% |
| Fleet Maintenance | 178,017 | 171,256 | 193,507 | 175,727 | 199,053 | 202,550 | 13% |
| Street Maintenance | 881,350 | 876,553 | 888,590 | 788,223 | 1,067,832 | 1,093,321 | 35% |
| Parks and Street Landscaping | 2,498,745 | 2,384,868 | 2,265,370 | 2,321,030 | 2,399,039 | 2,442,897 | 3% |
| Facility Maintenance | 1,126,837 | 1,184,105 | 1,395,073 | 1,286,683 | 1,610,360 | 1,634,671 | 25.2% |
| Total Maintenance Services | 5,283,007 | 5,168,016 | 5,320,779 | 5,118,324 | 5,821,229 | 5,926,799 | 13.7% |

*Vacancy Savings factored into each department in FY22 and FY23



Subject: FY 2021/22 – 2022/23 Operating Budget and FY 2022-2026 Five-Year Capital Improvement Plan

| PROGRAM EXPENDITURES | FY2018/19 Actual | FY2019/20 Actual | FY2020/21 Budget | FY2020/21 Projected | FY2021/22 Proposed Budget | FY2022/23 Proposed Budget | % Change Over Projected FY2020/21 |
|--|----------------------|----------------------|----------------------|------------------------|---------------------------------|---------------------------------|--|
| PUBLIC SAFETY | | | | | | | |
| Administration | 1,461,888 | 1,509,943 | 1,540,743 | 1,488,549 | 1,552,716 | 1,573,781 | 4% |
| Support Services | 2,021,981 | 1,926,747 | 2,277,563 | 2,034,027 | 2,464,735 | 2,535,578 | 21.2% |
| Investigation Services | 1,639,951 | 1,585,262 | 1,602,411 | 1,446,436 | 1,724,682 | 1,801,013 | 19.2% |
| Traffic Operations | 1,427,231 | 1,321,107 | 1,415,828 | 1,236,247 | 1,715,787 | 1,771,614 | 38.8% |
| Patrol Services | 4,505,713 | 5,077,727 | 5,700,850 | 5,094,099 | 6,121,237 | 6,332,567 | 20.2% |
| Emergency Preparedness | 49,979 | 44,521 | 81,500 | 34,500 | 83,500 | 83,500 | 142.0% |
| Fire Services | 7,011,100 | 7,330,193 | 7,725,000 | 7,700,000 | 8,000,000 | 8,820,000 | 3.9% |
| Total Public Safety | 18,117,843 | 18,795,500 | 20,343,895 | 19,033,858 | 21,662,657 | 22,918,053 | 13.8% |
| RECREATION & COMMUNITY SERVICES | | | | | | | |
| Administration | 565,365 | 764,947 | 772,201 | 842,762 | 807,256 | 847,854 | -4.2% |
| Facilities | 447,037 | 436,336 | 334,153 | 327,821 | 671,870 | 687,120 | 105.0% |
| Community Events | 93,606 | 84,695 | 17,850 | 9,700 | 33,450 | 33,450 | 244.8% |
| Classes and Camps | 567,092 | 414,413 | 91,155 | 151,152 | 251,725 | 400,780 | 66.5% |
| Tiny Tots | 267,569 | 210,728 | 110,242 | 121,670 | 184,021 | 185,776 | 51.2% |
| Athletics | 131,834 | 104,899 | 42,735 | 39,161 | 180,905 | 185,957 | 362.0% |
| Senior Programs | 333,347 | 255,655 | 423,858 | 201,475 | 335,511 | 343,824 | 66.5% |
| Teen Programs | 63,044 | 41,574 | 2,830 | 1,300 | 7,000 | 7,000 | 438.5% |
| Theater | - | - | - | - | - | - | - |
| Total Recreation & Community Services | 2,468,894 | 2,313,247 | 1,795,024 | 1,695,041 | 2,471,738 | 2,691,761 | 45.8% |
| Total General Fund Expenditures | 37,009,391 | 40,614,453 | 41,483,395 | 40,200,160 | 47,092,815 | 48,665,555 | 17.15% |
| Transfers Out | | | | | | | |
| Capital Improvement Program/Equipment Purchase** | 6,351,918 | 17,639,318 | 10,000,000 | 10,000,000 | - | - | |
| Federal Grant Fund-ARP Act | | | | | 918,229 | 1,504,357 | |
| Community Center Loan | | | 700,000 | 622,090 | 622,090 | 622,090 | |
| 2004 COP Debt Service | 171,880 | 167,200 | 167,400 | 167,400 | 167,400 | 171,875 | - |
| Total Transfers Out | 6,523,798 | 17,806,518 | 10,867,400 | 10,789,490 | 1,707,719 | 2,298,322 | - |
| General Fund Expenditures | \$ 43,533,189 | \$ 58,420,971 | \$ 52,350,795 | \$ 50,989,650 | \$ 48,800,534 | \$ 50,963,877 | - |

*Vacancy Savings factored into each department in FY22 and FY23

**Actual transfer made at year end close

During the June 1, 2021 Study Session, the City Council considered funding requests from outside organizations and directed staff to include the following in the Operating Budget:

- WOMENSV - \$40,000 (\$20,000 annual contribution + \$20,000 one-time contribution)
- CHAC - \$49,000 (annual contribution)
- History Museum - \$75,000 (\$65,000 annual contribution + \$10,000 one-time contribution)

These funds have been included in the proposed Operating Budget. In addition, the Council directed that consideration of additional contributions to CHAC and History Museum, as well as a potential contribution to Community Services Agency (CSA) be included as part of the discussion regarding American Rescue Plan Act (ARPA) dollars. Following the June 1 meeting, staff reached out to CSA regarding a potential City contribution. The response from CSA is included as Attachment 8.



Subject: FY 2021/22 – 2022/23 Operating Budget and FY 2022-2026 Five-Year Capital Improvement Plan

Since the May 18, 2021 Study Session, staff has continued to evaluate and refine both General Fund Revenues and Expenditures. In addition, the first draft of the FY 2021/22 – 2022/23 Operating Budget presented on May 18, 2021 only included known personnel costs and did not include salary increases for two bargaining groups. As negotiations have progressed and these costs have become known, the Operating Budget has been updated to include these costs.

Capital Improvement Program

At the June 1, 2021 Study Session, City Council took an extended look at the draft FY 2022-2026 Capital Improvement Plan (CIP). As part of the presentation of the draft CIP, staff recommended removal of the following projects from the CIP:

- Feasibility Study for Community Pool (Project CF-01020)
- Lincoln Park Utility Undergrounding (Project CD-01015)
- Foothill Expressway Improvement between El Monte Ave & San Antonio Rd (Project TS-01018)
- El Monte Ave Sidewalk Gap Closure – Edith Ave to Almond Ave (School Route Project) (Project TS-01038)
- Fremont Ave/Truman Ave Intersection Improvements (Project TS-01040)
- Traffic Signal Control Upgrades (Project TS-01049)
- El Monte/Springer Intersection Improvements (Project TS-01030)
- San Antonio Road/West Portola Avenue Improvements (Project TS-01037)
- Los Altos Avenue/Santa Rita School Crossing Improvements (Project TS-01041)
- Carmel Terrace Sidewalk Gap Closure Project (Project TS-01050)

Council did not provide direction to keep the remaining projects in the CIP and so they have been removed from the recommended document.

Council requested staff provide an analysis of the various capital projects proposed for FY 2021/22 and provide recommendations on what could potentially be delayed. Staff has evaluated the proposed projects and indicated on Attachment 9 which projects meet certain criteria including whether the project is State mandated and/or has a matching requirement to receive State funding; whether the project is a Council identified priority; whether the project is to address public health and safety; and whether the project reduces future deferred maintenance costs.

Carmel Terrace Sidewalk Gap Closure Project (Project TS-01050)

Following the June 1, 2021 meeting, staff researched the history of this project given that the original project manager left the City in early 2019 prior to initiating concept design and public outreach.



Subject: FY 2021/22 – 2022/23 Operating Budget and FY 2022-2026 Five-Year Capital Improvement Plan

Under direction from Council in 2010, staff produced the Blach Neighborhood Study Recommendations as part of a comprehensive study of the Blach area. The goal of the study was to identify traffic patterns and infrastructure improvements for bicycles and pedestrians, and aimed to address congestion issues in the Blach area due to high volume drop-off and pick-up.

The recommendations in the study were categorized into three tiers based on impact, with high impact projects as Tier 1. Carmel Terrace was classified as a Tier 1 project, with no consensus on the alternatives of Class I, Class II or Class III bicycle facility options resulting from the public outreach process or Council discussion. The Sidewalk Gap Closure was part of both Class II and Class III alternatives, so despite the lack of consensus for bike facilities, with Council approval, City Staff adopted a sidewalk gap closure project, and CIP for the sidewalk gap closure was initiated. Following the 2010 Blach Neighborhood Study Recommendations, Council had been holding off on making further decisions on this area due to the potential for shifting enrollment boundaries or a new site for Bullis Charter School (which has facilities at Blach).

Carmel Terrace (and intersecting Altamead Drive) had been suggested as recommended routes in a *safe routes to school* (SRTS) analysis in 2015 as part of the Pedestrian Master Plan. In 2016, staff presented three conceptual plans for Carmel Terrace Bicycle and Pedestrian improvements to the Blach PTA and at the former Bicycle and Pedestrian Advisory Commission.

The topic was revisited at a Council meeting on December 11, 2018, in attempt to end the previous “wait and see” approach, per the request of three Councilmembers. Pertaining to the Carmel Terrace area, discussion included whether the back gate of Blach School should be open or closed, whether drop-off at the back gate would be permitted or restricted, and three options for Carmel Terrace including Class I, Class II, and Class III bicycle facilities. All three options for Carmel Terrace included sidewalk gap closure for the 550 feet of sidewalk gap on the west side of Carmel Terrace. The sidewalk gap closure project was considered a current project at the time of the 2018 Council meeting. An RFP for the project was written in December of 2018. It appears the bid was never advertised.

As a result of this Council meeting, Council decided they would like to have a joint study session with the Complete Streets Commission (CSC). The Council directed staff to coordinate a facilitated joint study session with the CSC and Council that included Law Enforcement staff, PTA groups, neighborhood and school district representatives at Blach School. The goal of the study session was to collect input to help identify and develop potential options. Council further directed staff to engage a consultant to provide renderings and drawings at the meeting to help guide the discussion and provide opportunity for input.

The special joint study session between the CSC and Council was conducted on May 28, 2019. At the time of this study session, the sidewalk gap closure was still considered an active project but had not yet been initiated. Due to staff turnover and continued resource limitations, Interim Transportation



Subject: FY 2021/22 – 2022/23 Operating Budget and FY 2022-2026 Five-Year Capital Improvement Plan

Services Manager Jaime Rodriguez recommended deferral of the Carmel Terrace Sidewalk Gap Closure Project at the meeting until vacant staff positions could be filled. The Councilmembers and Commissioners agreed that the “low hanging fruit” items resulting from the study session should be prioritized and moved forward. These items included maintenance, signage, and other easy items to implement. One Council member suggested that the low-hanging fruit include the sidewalk gap closure as well. Specifically, *Councilmembers and Commissioners provided feedback on additional data they would like to see collected to assist in planning for traffic and parking circulation around Blach Intermediate School. There was general support for moving forward with: 1) maintenance improvements along the Miramonte Avenue pathway; 2) creation of a Complete Streets Master Plan; and 3) minor improvements which may improve existing conditions throughout the neighborhood, such as consistent signage, which can be implemented quickly by staff.*

Since this meeting, the following work has been implemented by staff:

- 1) Maintenance Services has done maintenance work on the Miramonte Avenue pathway. Most of the pathway repairs have to be done by hand because it is not easily accessible by trucks. Staff inspect the path regularly and respond to public feedback.
- 2) The Complete Streets Master Plan has been underway since Fall 2020 and will be completed by Fall 2021.
- 3) Maintenance Services staff continues to do annual SRTS maintenance around Blach Intermediate School and all schools.

As part of the current budgeting process, staff is recommending reducing the previously appropriated budget of \$350,000 to \$100,000. This will allow the City to hire a consultant to develop concept plans, host community meetings, finalize design and develop an engineer's cost estimate. The designed project would then be included in the ranking of Complete Streets Master Plan projects. The remaining \$250,000 is recommended to be returned to the CIP Fund for use on other projects.

Sewer Fund Balance

The Sewer Capital Program expenditures for the fiscal year 2022/23 were revised from \$2,256,000 to \$4,256,000 to include a budget request of \$2M to construct the initial phase of the Adobe Creek Sewer Replacement Project. Therefore, the total Sewer Expenditures for FY 2022/23 increased from \$8,000,916 to \$10,894,182. The ending fund balance has been reduced from \$9.27M to \$6.4M for June 30, 2023.

On April 28, 2020, City Council approved the creation of the Adobe Creek Sewer Replacement Project. On November 10, 2020, City Council awarded the design contract for this project to Schaaf & Wheeler. However, staff did not request funds for the construction at that time. The first budget request to initiate the construction of this project is \$2M for FY 2022/23.



Subject: FY 2021/22 – 2022/23 Operating Budget and FY 2022-2026 Five-Year Capital Improvement Plan

Annual Pathway Rehabilitation

The Annual Pathway Rehabilitation, Project CF-01009 is recommended to be funded using in-Lieu Park Funds. The City Council requested clarification as to whether these funds could be used for this project. The City Attorney has reviewed the issue. If the pathway is located within a park or is identified in the City's Parks Plan, then in-Lieu Park funds can be used for the construction and/or rehabilitation of the pathway, provided that the pathway provides a service to the subdivision from which the in-Lieu funds were collected. Staff is currently evaluating those sub-projects identified as part of the overall project to determine whether they each qualify for in-Lieu Park funds.

Annual Public Arts Projects, Project CD-01003

At the June 8, 2021 Public Arts Commission (PAC) meeting, the PAC recommended appropriating an additional \$35,000 from the CIP Fund to the Annual Public Arts Projects, Project CD-01003 for the refurbishment of the existing sculpture *Musical Gambol*, located in Lincoln Park. *Musical Gambol* is owned by the City and is in need of repairs to remove rust and other damage. While the PAC recommends using CIP dollars for this purpose, staff recommends using Public Art Fund dollars. As the City is looking to balance the CIP Fund and potentially reduce other projects funded using General Fund dollars, staff's analysis is that whenever possible, the City should use restricted funds for projects. Should Council agree with the PAC recommendation, Council should provide direction to staff to appropriate dollars from the CIP Fund to this project.

City Council 2021 Goals and Objectives

As part of the budgeting process, the City Council discussed its 2021 Goals and Objectives. At the May 18 Study Session, Council provided feedback on the draft goals and objectives. The amendments provided have been incorporated. As the Council finalizes the budget and the CIP, these objectives may be further amended to reflect direction provided by Council. Upon finalization of the goals and objectives, staff will develop an implementation plan to be discussed by Council at a future date.

Requested Council Actions

As part of the adoption of the Operating Budget and CIP, Council is requested to take the following actions:

- Adopt the FY 2021/22 – 2022/23 Operating Budget – this action will allocate resources and approve expenditures to provide services to the community
- Adopt the FY 2022-2026 Five-Year Capital Improvement Program – this action will appropriate all funds for the first year of the CIP and set the plan for future capital projects
- Establish the FY 2021/22 Transient Occupancy Tax rate – each year the Council is required by the City's Municipal Code to determine the rate to be charged for the Transient Occupancy Tax



Subject: FY 2021/22 – 2022/23 Operating Budget and FY 2022-2026 Five-Year Capital Improvement Plan

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- Establish the FY 2021/22 Utility Users Tax – each year the Council is required by the City’s Municipal Code to determine the rate to be charged for the Utility Users Tax
 - Establish the FY 2021/22 Appropriations Limit – the Council is required by State Law to set the appropriations limit for each year
 - Adopt the FY 2021/22 Salary Schedule – this action updates the City’s Salary Schedule based on approved salary increases
 - Approve the City Council 2021 Objectives

Recommendation

The staff recommends Council adopt the six proposed resolutions approving the FY 2021/22 – 2022/23 Operating Budget and FY 2022-2026 Five-Year Capital Improvement Plan.



PROPOSED

FY 2022 & 2023
Operating Budgets

FY 2022 - 2026
Five-Year Capital Improvements



City of Los Altos

BUDGET MESSAGE



DATE: June 22, 2021

TO: City Council

FROM: Brad Kilger, Interim City Manager

SUBJECT: Budget Message for FY 2021/22 and FY 2022/23 Operating Budget and 5-year FY 2022-2026 Capital Improvement Plan (CIP)

Dear Mayor Fligor and members of the Los Altos City Council:

Traditionally, the Los Altos City Manager provides a theme for the proposed budget. As the City's Interim City Manager, I feel after the last 18 months in dealing with the COVID-19 pandemic, an appropriate theme would be "Transitions and New Beginnings".

The pandemic had a major impact on the way the City did its business. It required that the City and community adjust in ways never thought of before. The City Council and staff should be congratulated on the exceptional and professional way they responded to the pandemic and kept the City moving forward. As well, the community should be commended in their response to the pandemic and keeping each other and Los Altos safe during the last 18 months.

In addition to adjusting to the impacts and now the aftermath of the pandemic, the City has and will experience significant transitions in the organization. In November of last year, the City welcomed two new Council members and the appointment of a new Mayor. With the resignation of the Administrative Services Director, the City Council agreed to restructure its financial services division into a new Department of Finance and hire the new position of Finance Director. This will provide more direct oversight of the City's budget and accounting divisions and improve the effectiveness and timeliness of the City's financial management and reporting processes. Last, but not least, the City will soon be welcoming a new City Manager in July.

One of the most important events of the coming year will be the completion and opening of the new Community Center. This has been one of the largest and most significant projects the City has undertaken in decades. This will be the center piece of the City's recreation activities and be a wonderful community gathering place for our residents. Coupled with that, in coming year the Recreation and Community Services Department staff will be presenting a proposed implementation plan based on the soon to be completed Organizational and Community Center Assessment, which will look at the long-term development of the City's Recreation program and staffing, including the level of operation within the new Community Center.

In addition, as the result of prudent fiscal management and the recent allocation of Federal American Rescue Plan Act funding the City will be able to undertake some very important and long overdue capital projects as outlined in the Council's strategic priorities, these include construction of a new Emergency Operations Center, full funding of the City's transportation

BUDGET MESSAGE

and bikeway improvement plan, and continued resurfacing and treatment of City streets.

It is very encouraging that the projects, programs and services outlined in this budget and the Council's strategic priorities will be accomplished within the confines of a balanced budget. However, it is very important that until the City's revenue streams recover to pre-pandemic levels the City monitor expenditures closely and use caution in making commitments to long-term programs or new services.

REVENUES

Like many other cities across California and the nation, the City's revenues have been impacted by the COVID-19 crisis. During the Fiscal Year 2020/21 budgeting process, revenue estimates were lowered due to anticipated loss in revenue. As part of the mid-year budget update, some revenue estimates were lowered even further. As the City begins to recover from the COVID-19 pandemic, we anticipate that revenues will start the long process of recovery.

The City's largest source of revenues, property taxes, remains strong. Despite the pandemic, we anticipate an increase in property tax of \$1.5 million, or 5.81% from FY 2019/20 to FY 2020/21. As the City comes out of the COVID-19 pandemic, we anticipate property tax revenues to continue to show a modest growth of 5.1% in FY 2021/22 and 3% in FY 2022/23. While these numbers may be conservative in nature, they reflect the unknown that the City (and the world) is entering into post-COVID-19.

The revenue source in which the City saw the greatest loss due to COVID was transient occupancy tax (TOT). In FY 2019/20, the City realized \$3.4 million in TOT revenue. For FY 2020/21, the City anticipates receiving approximately \$580,000 in TOT. As travel resumes, tourism should increase, however, we anticipate that TOT revenues will take the longest amount of time to fully recover. The budget shows very modest increases in TOT for both FY 2021/22 and FY 2022/23. Until we receive actual dollar amounts, we anticipate that TOT revenues won't fully recover until FY 2023/24 or FY 2024/25.

The other revenue source heavily affected by COVID-19 was recreation fees. At the start of the pandemic, the City cancelled all recreation programming and facility rentals. As such, revenues dropped from \$1.9 million in FY 2018/19 to an estimated \$83,000 in FY 2020/21. As recreation programming resumes, and with the completion of the new community center in summer 2021, we anticipate that the City will start to receive an increase in recreation fees. How quickly these fees increase will be dependent upon community members' willingness and desire to return to in-person recreation programs.

Other revenue areas which have been affected by COVID-19 include sales tax, which saw an anticipated decrease of \$500,000 in FY 2020/21, and utility users tax (UUT), which saw anticipated decrease of \$200,000 in FY 2020/21. As with other revenue sources, we anticipate that these two revenues will start to recover, but it is unknown how quickly and to what level they will recover.

One area of revenue that has remained strong despite the COVID pandemic is community development fees. With the continued robust construction and development in the Silicon Valley, the City continues to see many construction and other development activity. We anticipate a nearly \$600,000, or 18.6%, increase in revenues for FY 2021/22 over projected revenues in FY 2020/21.

One other aspect affecting the City's revenues in FY 2021/22 and FY 2022/23 are funds from the American Rescue Plan Act (ARPA). This federal program outlines that the City will receive designated funds in both FY 2021/22 and FY 2022/23. These funds are intended to aide the City in

BUDGET MESSAGE

recovering lost revenues due to the COVID-19 pandemic.

As the City begins the recovery from the COVID-19 crisis, we will need to continue to monitor all sources of revenues and in particular, the recovery of those revenue sources mentioned.

In total, the City's anticipated General Fund revenue for FY 2021/22 is \$48.8 million, and \$50.96 million for FY 2022/23. Across all funds, total anticipated revenue for FY 2021/22 is \$66.33 million and \$65.36 million for FY 2022/23.

OPERATING EXPENDITURES

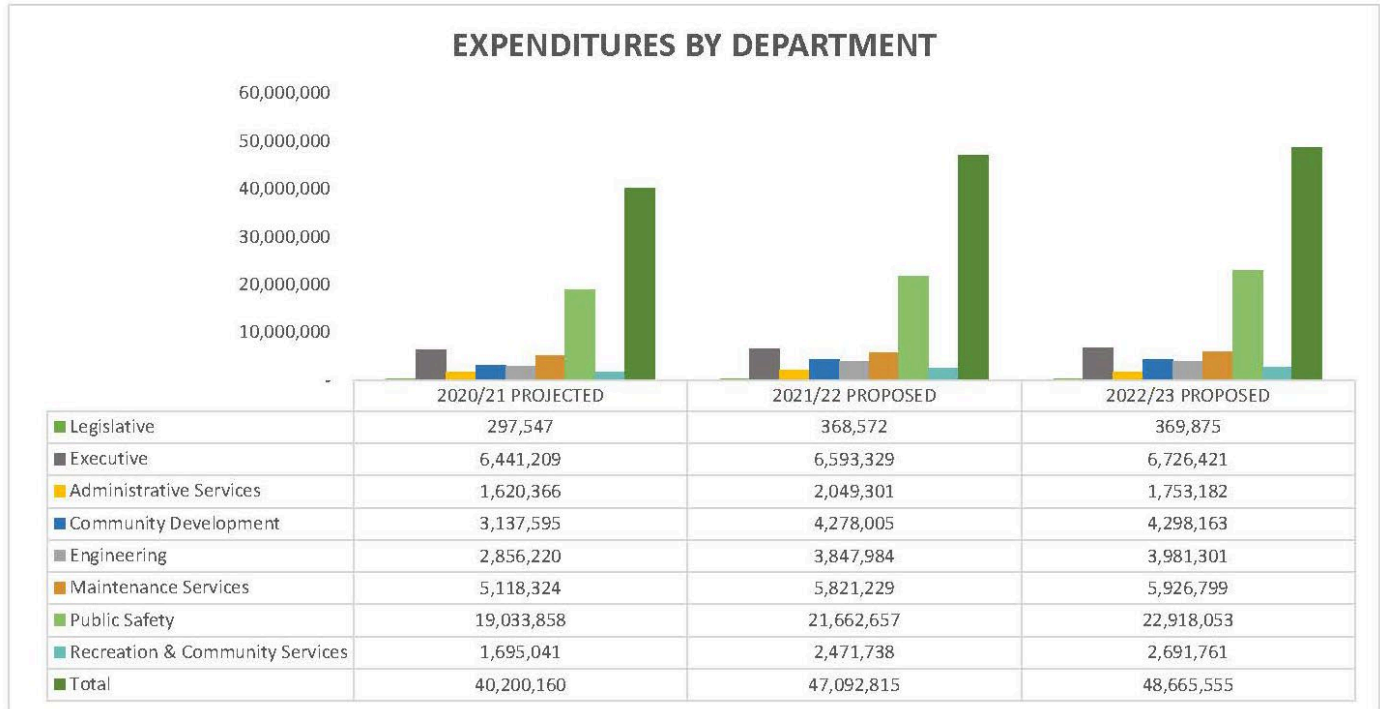
The Budget includes increases in General Fund Operating Expenses of \$6.8 million above the projected amount for FY 2021/22, and another \$1.9 million above that for FY 2022/23. These increases are primarily focused in these areas:

- Legal costs continue to increase year over year. In FY 2018/19, the City's legal services (including litigation) was approximately \$800K. For FY 2021/22, the budget proposes \$2.9M for legal services. This increase is based on historic trends and analysis for the coming years.
- Community Development: as mentioned above, the City continues to realize significant revenue increases for Planning and Building. Therefore, expenditures in the Community Development and Engineering Services Departments continue to increase at the same rate.
- The City's contract with Santa Clara County Fire Department for fire protection services will increase \$300k in year one and \$800k in year two. These increases are built into the approved contract with Santa Clara County Fire which expires December 2026.
- As we emerge from the COVID-19 pandemic, Recreation and Community Services expenditures will increase as we resume many programs that were cancelled for the last 15 months.

Also, the City will be seeing increases for the foreseeable future in the amount paid to CalPERS annually due to the City's unfunded liability.

The Budget anticipates a total of \$48.8 million in operating expenditures in FY 2021/22, and \$50.96 million for FY 2022/23.

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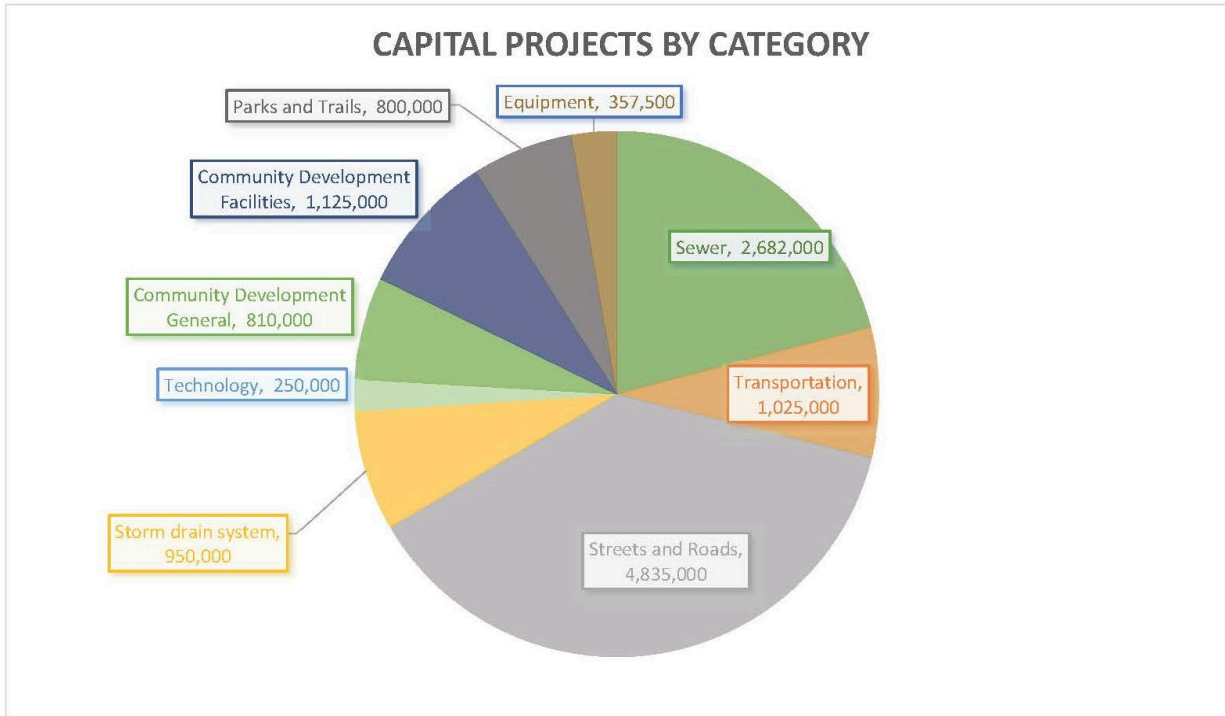
PERSONNEL

As part of the FY 2020/21 Budget process, the City held six positions frozen as a cost saving measure. This Budget continues to hold six positions vacant. The freezing of these six positions represents a cost savings of between \$600,000 and \$700,000. These positions remain critical to accomplishing the mission of the City and providing services to the community. While these positions are critical to providing the essential services of the City and to achieving the City Council priorities, we are not recommending unfreezing any of these positions at this time. As revenues recover, staff will recommend unfreezing positions as appropriate.

THE CAPITAL IMPROVEMENT PLAN

Despite the region and state-wide shutdowns seen during the COVID-19 pandemic, the City's capital needs have not slowed down. We continue to see needs to address our aging infrastructure to continue providing excellent essential services to the community.

BUDGET MESSAGE



ROADWAY MAINTENANCE

The City Council has set a goal to increase the City's pavement condition index (PCI) to 75 by the year 2026. To meet this goal, \$3.5 million is needed each year to address the City's roadways and pavement. This CIP includes the full \$3.5 million using a combination of General Fund, SB1 dollars, Measure B funds, and Gas Tax dollars. If the City can continue to provide this funding, we should start to see the City's PCI rise and meet the goal of 75 by 2026.

FACILITIES

In 2016, the City completed a thorough assessment of all its facilities. This resulted in millions of dollars of deferred and future maintenance needs. Since then, we have completed several capital maintenance projects – new roofs at both the Police Station and City Hall; numerous improvements to the Grant Park community center; HVAC and bathrooms at City Hall as well as some improvements to comply with the Americans with Disabilities Act (ADA). We are also nearing completion for the state-of-the-art new community center which we plan to open in summer/fall of 2021.

In 2018, the City Council directed how to allocate \$1.2 million annually for facility maintenance and improvements. The first project identified is the addition of an emergency operations center (EOC) at the Police Station. The CIP includes \$3 million for the design and construction of the EOC. Finally, the City is utilizing over \$1 million of Public, Education, and Government (PEG) fees from our cable franchise agreement to upgrade the Council Chambers.

SANITARY SEWERS

The City's Sanitary Sewer Fund continues to be adequately funded and allows the City to maintain the collection and distribution system. Overall, the Proposed CIP includes \$2.682 million for sewer capital projects.

BUDGET MESSAGE

CITY COUNCIL STRATEGIC PRIORITIES

Annually, the City Council adopts a list of Strategic Priorities. These are the initiatives and projects where the Council expects to focus its attention, including the City's finances, for the next year. These Strategic Priorities are listed elsewhere in the Budget, but various funding aspects and initiatives are discussed here.

HOUSING

The City of Los Altos will support the creation of housing that is diverse, equitable, and affordable for all income levels in the Community and support funding and legislation that will help the City to do so and retain its flexibility in zoning decisions.

The Capital Improvement Plan includes funding for an update to the City's Housing Element. This update will be developed in partnership with the community and will ensure the Housing Element is certified by the State Department of Housing and Community Development within statutory deadlines.

LAND USE

The City of Los Altos will implement policies that support a land-use mix and density that reflect the values of the Community, including seeking to protect and increase its green space, while ensuring compliance with any applicable laws and regulations.

As mentioned, the CIP includes funding for the Housing Element Update. As well, the CIP includes dollars for updating the City's General Plan.

FISCAL SUSTAINABILITY

The City of Los Altos will continue to be responsible financial stewards of its resources and assets to ensure long-term fiscal sustainability by practicing sound financial management and fiscal transparency, while providing fiscally sustainable government services that address the needs of the community.

The City's Operating Budget and Capital Improvement Plan are the most visible methods for ensuring that the City provides essential services and functions in a fiscally responsible manner. As mentioned previously, we as a City must continually monitor revenues and expenditures outside of the annual budgeting and mid-year budget review processes.

COMMUNITY SAFETY

The City of Los Altos will continue to implement plans, strategies, and educational opportunities to ensure public safety, traffic safety, and emergency preparedness services are done in a responsive, equitable, professional, socially responsible, and trustworthy manner.

Community safety has long been a top priority for the City in maintaining Los Altos as a great place to live and raise a family. We are in the process of developing a Complete Streets Master Plan which will outline projects and programs intended to improve safety for pedestrians, cyclists and motorists. The \$3.5 million identified to improve the City's PCI will also provide safer roadways throughout the City.

ASSET MANAGEMENT

The City of Los Altos will set clear expectations and allocate the necessary funding to maintain and improve City facilities and infrastructure that are necessary to provide high-quality services for the well-being of residents.

As mentioned, the City has been in the process of constructing a new community center. This new center will provide meeting spaces, recreation programming, Senior activities, and other community

BUDGET MESSAGE

gathering opportunities. We have also been developing a design for a new Emergency Operations Center which will provide a safe and secure location for the City to address emergency situations and protect the community. The proposed CIP includes funding for updating the 2016 Facilities Assessment and for developing a study of the police and fire buildings.

Not included in the budget or CIP are funds for addressing the Halsey House and the City-owned property at 999 Fremont Avenue. The City Council will need to provide direction on how we want to move forward with these two projects prior to funds being identified.

ENVIRONMENTAL SUSTAINABILITY

The City of Los Altos will be a leader on environmental sustainability through education, and adopting and embracing policies, initiatives, and practices that advance this effort.

The City's Climate Action & Adaptation Plan (CAAP) was adopted in 2013. Since then, the City has undertaken a number of measures identified therein to address climate issues within Los Altos. We are currently in the process of updating the CAAP. As well, we continue to identify ways to address other environmental sustainability issues, including water conservation measures.

COMMUNITY ENGAGEMENT

The City of Los Altos will continue to improve its community engagement process to ensure all community members are heard, informed, and included.

City staff has undertaken the process to standardize the City's community engagement processes, tools and platforms. These efforts are intended to ensure that the City hears from the community and incorporates community input into the decision-making process.

TRANSITIONING THROUGH CHANGE

The City Council will proactively address the impact of COVID-19 and other consequential changes on the community during 2020 and 2021 to ensure Los Altos successfully navigates these transitions to be an even stronger community.

As we all know, 2020 and 2021 have been a unique time in the history of Los Altos and the world. We have seen unprecedented circumstances and events that have challenged us as individuals and as a community. As we emerge from the COVID-19 pandemic, we are committed to ensuring that we recover safely as a community. As well, in 2020 the City formed a Citizen's Police Task Force to explore how the City intakes feedback regarding police officers and the role of the School Resource Officer at Los Altos High School. The City adopted the recommendations of the Task Force and City staff has implemented those recommendations. The Council has committed to reviewing the various recommendations and determining whether changes should be made and whether additional measures should be undertaken.

CONCLUSION

Over the last six months I have worked to assist the City Council and staff in continuing to move the community forward during a period of significant transitions and financial challenges. What I have learned in that time is that Los Altos is very fortunate to have a very capable and talented staff and a very dedicated City Council who have the best interests of the community at heart. Though few in number, the City staff have done an excellent job of adjusting to the demands of the pandemic, while continuing to provide essential services.

Thanks to the American Rescue Plan funds the City of Los Altos will be able to have a balanced budget, continue to provide critical public services, and undertake needed infrastructure projects, while maintaining a 20% reserve balance. However, there remains many unknowns on the horizon,

BUDGET MESSAGE

including how long it will take for the economy to recover from the negative effects of the pandemic on the City's General Fund revenues, particularly sales tax and transient occupancy tax from our retail and hospitality businesses. In addition, the City's pension obligations continue to grow and must be accounted for in future budgets. There is also a growing backlog of facility maintenance and replacement needs, particularly the police department building, which must be addressed sooner than later.

Notwithstanding past fiscal challenges and those that lay ahead, the City is in a good financial position to deal with them. It is important that this time is used wisely and that the City take a long-term view of what programs, services and infrastructure projects it wants to continue or undertake and the fiscal obligations they entail. I strongly encourage the City Council and community members to focus on the basics and work to find common ground on key issues that facilitate the efficient and effective deployment of City resources.

In closing I want to thank the City staff, particularly Deputy City Manager Jon Maginot, for the work done on putting this budget together. He and his staff did an exceptional job in developing this document in spite of the transition of the City Manager position and the loss of the Administrative Services Director. I also want to thank the City Council for allowing me this short time to work in the City of Los Altos. It is an amazing community that I know you are all very proud of and should be.

Respectfully submitted,

Brad Kilger, AICP
Interim City Manager

BUDGET PROCESS

BUDGET PROCESS OVERVIEW

The City of Los Altos adopts a two year Operating and five-year Capital Plan. The budgets are prepared with detail revenue and expenditure appropriations for the fiscal year beginning July 1st and ending June 30th, and is presented as a summary level budget document. Budget schedules are prepared on the same basis as the city's financial statements, and in accordance with generally accepted accounting principles (GAAP).

BUDGET PURPOSE

The Operating Budget and the Capital Improvement Plan serve as the city's financial plan, as well as a policy document, a communications tool, and an operations guide. Developed with an emphasis on long term financial stewardship, sustainability, service delivery, and program management, a fundamental purpose of these documents is to provide a linkage between the services and projects the city intends to accomplish, and the resources committed to get the work done. The format of the budget facilitates this linkage by clearly identifying program purpose, key projects, and workplan goals, in relation to revenue and expenditures appropriations.

BASIS OF BUDGETING AND ACCOUNTING

Developed on a program basis with fund level authority, the operating budget represents services and functions provided by the City in alignment with the resources allocated during the fiscal year. The Capital Budget is funded and defined by its' approved projects, with ongoing or incomplete projects re-appropriated into the following fiscal year.

Basis of Accounting and Budget refers to the timing factor concept in recognizing transactions. This basis is a key component of the overall financial system because the budget determines the accounting system. For example, if the budget anticipates revenues on a cash basis, the accounting system must record only cash revenues as receipts. If the budget uses an accrual basis, accounting must do likewise. This consistency is also reflected in the City's Comprehensive Annual Financial Report (CAFR), the State Controller's Annual Cities Report, and all other report documents.



Government budgets and accounting uses a mix of accounting methods. A hybrid cash and accrual accounting system known as 'Modified Accrual Basis' recognizes revenues when measurable and available.

The City considers all revenues reported in the governmental funds to be available if the revenues are collected within 45 days after fiscal year-end.

Licenses, property taxes and taxpayer assessed tax revenues (e.g., franchise taxes, sales taxes, and transient occupancy tax) are all considered susceptible to accrual and so are recognized as revenues in the period earned/collected. Revenues from grants and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

Expenditures are recorded when the liability is incurred. Claims, judgments, compensated absences, and principal and interest on general long-term debt are recognized as expenditures to the extent they have matured.

The Modified Accrual Basis is used for governmental types of funds, while the full accrual basis accounting method is used for proprietary funds. Governmental Funds consist of the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds.



Under this basis, revenues are estimated for the period if they are susceptible to accrual, e.g. amounts can be determined and will be collected within the current period. Principal and interest on general long-term debt are budgeted as expenditures when due, whereas other expenditures are budgeted for liabilities expected to be incurred during the current period.

Proprietary fund budgets are adopted using the full accrual basis of accounting whereby revenue budget projections are developed recognizing revenues expected to be earned during the period, and expenditures are developed for expenses anticipated to be incurred in the fiscal year.

While not commonly used in Los Altos, Fiduciary Funds are also budgeted using the modified accrual basis. This includes Trust Funds, which are subject to trust agreement guidelines, and Agency Funds, which are held in a custodial capacity involving only the receipt, temporary investment, and remittance of resources.

SUMMARY OF BUDGET DEVELOPMENT

The City develops its budgets in collaboration with departments and department heads as a team. The City Manager and Administrative Services Director guides the process through budget development; however program budgets and workplans are developed with each department's director and program manager's oversight and expertise. This approach allows for hands-on planning and creates a clear understanding for both management and staff of a program's goals and functions to be accomplished in the next budget year.

THE DEVELOPMENT PROCESS

Typically, both the Operating and Capital Budget and Capital Improvement Plan (CIP) annual development processes begin in late December / early January as the City Manager works with the City Council to develop and refine goals and directives for the upcoming budget year. The CIP is also reviewed during this time to determine funding capabilities, project priorities, and to refine project workplans. Although the CIP Budget is a stand-alone body of work, CIP projects impact the City's ongoing operations and are therefore incorporated into the Operating and Capital Summary Budget document through the resulting financial appropriations and service level requirements.

Budget assumptions, directives and initiatives are provided to set the City's overall objectives and goals. From January through April, staff identifies and analyzes program revenue and expenditure projections in coordination with Finance staff and City management. Capital improvement projects are assessed and refined, and CIP funding and appropriation requirements are finalized.

BUDGET PROCESS

Through rounds of budget meetings and revisions, operational and capital workplans are reviewed and compiled, and staff finalizes the proposed program and capital budgets. Financial summary information is finalized, and the proposed budget document is produced for City Manager and City Council review. Finally, a summary level Public Hearing presentation is prepared to highlight the notable budget impacts in the forthcoming year.

BUDGET ADOPTION

The City Council reviews the proposed two-year Operating and five-year Capital Improvement Plan in a public hearing at the Council meeting in late-May as a study session. Notice of the hearing is published prior to the Council's public hearing date.

The public is invited to participate and summaries of the proposed budgets are available for review on the City's website, in the City Manager's office and at the budget hearing. Under requirements established in Section 65401 of the State Government Code, the City's Planning Commission (and other City Commissions) also reviews the proposed Capital Improvement Plan and reports back to the City Council as to the conformity of the plan with the City's Adopted General Plan.

Final council-directed revisions to the proposed budget are made and the budget documents are resubmitted to the Council for adoption, again in a publicized public hearing prior to the beginning of the fiscal year, typically in late June.

The City of Los Altos City Code requires the City Manager to prepare and submit an annual budget to the City Council. This is accomplished in June, when the final proposed budget is formally submitted to the Council in the subsequent public hearing. The approved resolutions to adopt the CIP and operating budgets and the appropriation limitation (Gann Limit) follow later in this section.

BUDGET AMENDMENTS

During the course of the fiscal year, financial and workplan changes or unanticipated needs may necessitate adjustments to the adopted budgets. The City Manager is authorized to transfer appropriations between categories, departments, projects, and programs within a fund in the changes to capital projects in the Capital Budget adopted Operating Budget, whereas the City Council holds the authority for Operating Budget appropriation increases and decreases, and transfers between funds, and for both scope and funding.

BUDGET CALENDAR

DECEMBER

- Finance prepares worksheets, gathers information, and begins development of financial forecast and budgets for following fiscal year including analysis of mid-year operating revenue and expenditures
- Run CIP expenditures and Program Managers to provide updates

JANUARY

- Finance Department prepares Mid-Year Budget Report and CIP update for Council review
- Finance builds preliminary budget information and budget assumptions
- Finance and Program Managers begin discussions regarding Internal Service Funds and Equipment Replacement Fund
- Finance prepares operating budget worksheets for updates, including departmental/program narratives, staffing and financial worksheets, asset and supplemental budget requests.

FEBRUARY

- Finance to prepare budget worksheets for departments, including staffing and internal service program costs
- Departments to prepare draft revenue expenditure workplans and anticipated program updates
- Departments draft prior year accomplishments and goals for upcoming budget cycle
- Project Managers to prepare funding, scope of work, and cost estimates for new CIP proposed projects



MARCH

- Departments turn in proposed budget work plans and supplemental budget requests
- Review proposed budgets with Administrative Services
- Departments and Finance submit changes for Capital Budget
- Project Managers to determine year end CIP project estimates
- City Manager begins to review new proposed CIP projects

APRIL

- Departments to finalize program narratives
- Finance compiles final program narratives, financial and supplemental schedules, and financial budget summaries and charts for City Manager review and discussion
- Project Managers to finalize new project information for CIP submittal
- Public Works Director to bring new projects to Planning Commission meeting for General Plan conformance review and feedback
- Gather feedback from City Commissions on new CIP project requests

MAY

- Final budget briefing with City Manager
- Study Session with City Council for discussion and feedback
- Finance Department to incorporate Council directed changes into proposed budgets and prepare final documents for Public Hearing presentation

JUNE

- City Council revisions incorporated into budget documents
- City Council adoption of Operating Budget(s) and Capital Budget
- City Council adoption of updated User Fee Schedule when applicable
- City Council adoption of Gann Appropriation Limit

JULY – SEPTEMBER

- Finance Department finalizes prior fiscal year revenue and expenditures
- Determine operating budget carryforwards (encumbrances)
- Finalize capital project expenditures and roll-over amounts
- Finalize detail budgets and distribute to City departments
- Prepare final financial and supplemental schedules, charts, and reference materials for budget documents
- Finalize the Adopted Operating & Capital Summary Budget documents
- Post Adopted Operating and Capital Budget document on website
- Submit for Budget Award

FINANCIAL POLICY

OVERVIEW

This document establishes policies of overall financial management, budget development, and fiscal administration for the City of Los Altos. Included herein are statements and principles designed to guide the City in maintaining its financial stability.

Formal adopted financial policies assist elected officials and staff in the development of fiscal management practices, save time and energy in making financial decisions, promote public confidence, and provide continuity over time. While these policies will be updated periodically, they provide the basic framework for many of the financial decisions that the City will address. They support long-term planning and enhance the City's effectiveness.

This document discusses the most important elements of financial management in one comprehensive centralized format and is organized into the following areas of discussion:

- General Financial Principles
- Operating Budget
- Capital Improvements Program
- Revenues
- Expenditures
- Cash Management
- Debt Management
- Fund Balances
- Financial Reporting
- Annual Review and Update
- Exhibits



GENERAL FINANCIAL PRINCIPLES

It is the overall policy of the City of Los Altos to:

- Provide financial information in a relevant, thorough, timely fashion, and in a format that effectively communicates financial status to Council, citizens, and City employees.
- Manage its financial resources in a responsible and planned manner.
- Establish and maintain prudent fund balance levels.
- Maintain financial reporting in compliance with current governmental accounting standards.
- Promote and implement a relevant and strong system of internal financial controls to manage significant risks and monitor the reliability and integrity of financial and operating reporting.
- Promote constructive and proactive financial decision making.
- Integrate long-term operating and capital resources planning.
- Allow for uncertainties and maintain a posture of financial flexibility.

- Develop programs in a manner that supports the City's long-term ability to cover costs and provide the level and quality of service required by its citizens.
- Manage debt responsibly.
- Establish and maintain investment policies in accordance with State law.

OPERATING BUDGET

- The budget will be adopted by the City Council no later than June 30th of each year.
- The City Manager may develop and present a biennial budget.
- The City should strive to develop a multi-year financial plan (a five-year forecast) that is updated as part of the periodic budget process.
- A balanced provisional operating budget will be presented to City Council for review and adoption with total projected expenditures not exceeding total estimated revenues. Should it be necessary, City Council may approve a planned use of accumulated fund balances in prior years for inclusion in the budget.
- Funds may not be expended for a new fiscal year until the budget for that fiscal year has been adopted by City Council.
- One-time revenue sources are not to be relied upon to fund ongoing operations.
- Budgetary control is maintained at the fund level:
 - The City Manager may make budget transfers between departments or programs as long as those changes do not increase overall appropriations within any one given fund. Transfers between funds, overall increases in fund appropriations, and overall increases in project budgets can only be made through City Council action. Transfers between departments should be reported to the City Council as part of the budget update process, either at mid-year or at the proposal of a new budget term
 - Department heads are held directly responsible and accountable for developing and managing their operational budgets. Their level of control is held at the department level. Departments that operate programs among different funds are limited to the appropriation levels within any one fund.
- Operating expenditure appropriations not spent during the fiscal year lapse at year- end, except for:
 - Encumbrances or commitments, as in the form of finalized Purchase Orders, made during the fiscal year that have not been completed at year- end.
 - Appropriations for capital improvement projects and ongoing grants with a life-cycle beyond one year.
- Governmental funds use the modified accrual basis of accounting while proprietary and fiduciary fund types are budgeted on a full accrual basis of accounting. The Comprehensive Annual Financial Report (CAFR) presents City's finances on a generally accepted accounting principles (GAAP) basis and the City's budget is prepared in conformance with these standards.
- The City budget must comply with the annual determination of the City's appropriations limit calculated in accordance with Article XIII B of the Constitution of the State of California and adopt an annual resolution to this effect.

CAPITAL IMPROVEMENTS PROGRAM

- The City will develop and maintain a five-year capital improvement project plan (CIP) to be updated annually in conjunction with the operating budget. The CIP should reflect the current and changing needs of the community as well as enhance the quality of the community's quality of life.
- All projects within the CIP are to be tracked systematically and reported to management quarterly. CIP tracking reports should clearly display budget-to-actual performance by project, fund category and project status.
- Capital improvements that specifically benefit a select group of users and/or are fee-for-service based are to be financed through user fees, service charges, special assessments and taxes, or development impact fees.
- Capital improvements that specifically benefit a fee-for-service enterprise operation (such as Sewer) are to be financed through the service fees generated within that operation and fund. Such fees should be supported by periodic updates to the related utility master plan.
- Transfers of resources into the CIP fund will be evaluated on an annual basis dependent upon the existence of available surplus dollars.
- The City should strive to maximize the use of capital grants and state subventions in funding capital improvements before tapping general revenue sources.

REVENUES

- The City will strive to maintain a diversified and stable revenue base to minimize the impact of economic fluctuation.
- The City will seek out, apply for, and effectively administer federal, state, and other grants that address the City's current operating and capital priorities.
- Independent user-fee studies should be performed and updated periodically (three to five years) to ensure the proper balance of costs and service charges. The City should strive to cover the full cost of providing non-tax and discretionary fee-based service operations except to the extent that City Council approves defined subsidy levels by program area.
- Operating departments are to review public services to identify and determine those appropriate for fee collection. Recommendations for new fees are to be presented to the City Council as fees are periodically updated.
- Operating departments are to review existing fees periodically and recommend adjustments, if necessary, to ensure they reflect all direct and reasonable indirect costs of providing such services.
- Enterprise operations will be self-supporting and shall reimburse the General Fund for any and all material and services provided on their behalf.

EXPENDITURES

- Expenditures are to be budgeted and controlled so as to not exceed estimated revenues plus the approved and planned use of fund balances accumulated in prior years.
- The City will conduct a mid-year financial status review to determine if projected revenues and expenditures meet target levels. If an operating deficit is projected at year-end, the City

should evaluate the need for immediate corrective and/or mitigating actions, including operating or capital expenditure reductions and/or activate the use of established contingency balances. The deferral of essential and scheduled operational expenditures into the following fiscal year or the use of short- term loans and transfers to balance the budget should be avoided.

- The City should implement a formal purchasing system, principles, and guidelines to ensure that expenditure levels are kept in check in the course of any fiscal year.

CASH MANAGEMENT

- The Financial Commission will review the City's investment policy annually and make recommendations to the City Council when appropriate.
- The responsibility of investing City funds rests with the Finance Director who is to exercise due diligence to adhere to the investment policy. The Finance Director will present to the City Council quarterly investment reports presenting a summary of the portfolio status and compliance with the conditions set forth in the investment policy.

DEBT MANAGEMENT

- The City should plan the use of debt in a manner that sustains financing payments at manageable levels.
- The City will seek to maintain a high credit rating through sound financial practices as a basis for minimizing borrowing costs.
- The City will make every effort to use pay-as-you-go financing for capital improvement projects. Debt financing for a project can be used if the overall project cost exceeds anticipated available resources and/or if the cost of financing is favorable as compared to the use of City investment holdings over the financing term.
- The City will monitor all forms of debt annually in conjunction with the budget preparation process and report concerns and remedies, if necessary, to City Council.

The City will diligently monitor its compliance with bond covenants.

- The City will not issue long-term debt to finance current operations. Debt financing should only be used for long-term capital improvement projects with a useful life exceeding the term of the financing and for which the project revenues or specific identified revenue sources are sufficient to service the long-term debt.
- The City will use a lease-purchase method of financing for equipment if the lease rates are more favorable than the City's expected overall investment rate of return.
- The City will not incur general obligation indebtedness for public improvements which exceed in aggregate 15% of the assessed value of all real and personal property of the City as specified in the California Government Code Section 43605.

FUND BALANCE

Government Fund Definitions

Governmental Fund Type Definitions

Governmental fund types include the general fund, special revenue funds, capital projects funds, debt service funds and permanent funds. GASB has clarified the definitions of these funds as follows:

General Fund

The General Fund should be used to account for and report all financial resources not accounted for and reported in another fund.

Special Revenue Funds

Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The restricted or committed proceeds of specific revenue sources should be expected to continue to comprise a substantial portion of the inflows reported in the fund. Other resources (investment earnings and transfers from other funds, for example) also may be reported in the fund if those resources are restricted, committed, or assigned to the specified purpose of the fund. Governments should discontinue reporting a special revenue fund, and instead report the fund's remaining resources in the general fund, if the government no longer expects that a substantial portion of the inflows will derive from restricted or committed revenue sources

Capital Projects Funds

Capital projects funds are used to account for and report financial resources that are restricted, committed or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital projects funds exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations or other governments.

Debt Service Funds

Debt service funds are used to account for and report financial resources that are restricted, committed or assigned to expenditure for principal and interest, even if it is being accumulated for future years' payments. Debt service funds should be used to report resources if legally mandated.

Permanent Funds

Permanent funds should be used to account for and report resources that are restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs. Permanent funds do not include private-purpose trust funds, which should be used to report situations in which the government is required to use the principal or earnings for the benefit of individuals, private organizations, or other governments.

Fund Balance Classifications

Fund balance is defined as the difference between assets and liabilities. Beginning in FY2010-2011, the City is required to reclassify fund balances into the following five categories to comply with

the Governmental Accounting Standards Board Statement (GASB) No. 54, Fund Balance and Governmental Fund Types.

Nonspendable: This is a portion of fund balance not available for appropriations by its nature or external restriction. Examples are inventories and donations that require intact principal values.

Spendable: Restricted: The restricted portion of fund balance is subject to externally enforceable legal restrictions. Examples are Gas Tax revenues and grant proceeds.

Committed: The committed portion of fund balance is constrained by the limitations imposed through formal City Council action. Only formal City Council action can remove or modify a previously committed amount.

Assigned: The Assigned portion of fund balance is established for intended use by either the City Council or its designee, such as the City Manager. No formal City Council action is needed to remove the intended use. GAAP required reserves, such as the Other Post-Employment Benefits (OPEB) reserve, belong to this category. The Fiscal Policy and State Revenue Stabilization policy balances belong to this category.

Unassigned: The Unassigned portion of fund balance is that remaining after the non-spendable, the restricted, the committed, and the assigned fund balances are identified and recorded.

Governing Body Order of Fund Utilization and Special Revenue Classifications

Order of Utilization

The City of Los Altos will use GASB's definitions of fund balance for the annual financial reports (audits) and for all other financial reporting. For all financial planning purposes, the term Budgetary Fund Balance will be used and will include any portion of the fund balance that is available for appropriation. Portions of the fund balance not available for appropriation will be identified as follows.

The City of Los Altos policy establishes the order of use of unrestricted resources as follows:

The City shall strive to use the most restricted fund balances prior to utilizing those that are less restricted. The following order of use reflects this guideline:

- Nonspendable (if funds become spendable)
- Restricted
- Committed
- Assigned
- Unassigned.

Special Revenue Classifications

Only the General Fund has an unassigned category since money remaining in any other fund is automatically designated or assigned to the purposes of that fund. Under the new GASB 54 rules, if the balance of a Special Revenue Fund is not formally restricted or committed by fiscal year end, then it must be reported as part of the General Fund for fiscal year end audited financial statement purposes. For some of the City's special revenue funds, this necessitates the City Council to provide

direction on the intended use of resources for the future. Staff recommends that the City Council adopt the following list of the City's Special Revenue Funds and their expected fund balance classifications:

Vehicle Impound Fund - Restricted to Public Safety Use
Supplemental Law Enforcement Fund - Restricted by State Statute
Gas Tax Funds - Restricted by State Statute
Proposition 1B - Restricted by State Statute
Storm Drain Deposits – Restricted to Storm Drain Use
Community Development Block Grants - Restricted by Federal/State Statute
Downtown Parking Fund - Restricted by Council Action
In-Lieu Park Fee - Restricted by State Statute
Traffic Impact Fee - Restricted by State Statute Estate
Donation Fund - Restricted by Council Intent
Transportation Development Act (TDA) Funds - Restricted by State Statute

In addition, GASB 54 allows the City Council authority to "assign" ending fund balances or bestow this authority to a City officer or designee. To provide the City with the most flexibility in financial reporting, the City Manager is given authority to assign resources and ending fund balances.

Fund Balance Policy Levels

Purpose

The City of Los Altos (City) has enacted the Fund Balance policies in an effort to ensure financial security through the maintenance of a healthy fund contingency balance that guides the creation, maintenance, and use of resources for financial stabilization purposes. The City's primary objective is to maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees due to temporary revenue shortfalls or unpredicted one-time expenditures. The City also seeks to maintain the highest possible credit ratings which are dependent, in part, on the City's maintenance of a healthy fund balance.

General Fund

The City's fiscal goal is to maintain annual expenditure increases at a sustainable growth rate, and to limit expenditures to anticipated revenue in order to maintain a balanced budget. The Council directed target is to maintain an unrestricted fund balance within the range of not less than 17% of annual operating expenditures for the fiscal year with a multi-year goal of achieving a 20% unrestricted fund balance level for the reasons noted below. This level of coverage includes General Fund balance amounts specifically assigned for annual Emergency and Operating Reserve as discussed and defined further below:

- To provide funding to cover approximately two (2) months of operating expenses with the goal of achieving three months coverage in the long term.
- To provide the liquidity necessary to accommodate the City's uneven cash flow, which is inherent in its periodic tax collection schedule.
- To provide the liquidity to respond to contingent liabilities.

- To adhere to Government Finance Officers Association (GFOA) recommendation that a minimum General Fund unrestricted fund balance to be maintained of no less than either two (2) months of regular operating revenues or expenditures.

Emergency and Operating Reserve

These balances are hereby defined as assigned by the City Council to allow the City to weather unpredicted cyclical and rapid downturns in the economy. These funds would be available for use in such conditions to mitigate negative economic fiscal impacts or State takeaways and can be activated within any one budget cycle through Council action. An economic downturn would entail a projected and/or sudden drop in core revenues (major tax and service revenue loss) of equal to or greater than 5% (including the impact of inflation) and/or a change in economic parameters (such as interest rates, debt service rates, commodity prices, pension rates) that cause a material change in expenditures of 5% or more, or the occurrence of a local natural disaster or unexpected financial claim requiring the immediate use of cash balances.

General Fund Other Post-Employment Benefits Balances

The City conducted an actuarial study to comply with GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Post-Employment Benefits* and to determine the City's obligation for the other post-employment benefits (OPEB). The study concluded that the City should set aside annual funding for this obligation and the City has maintained internal funding of OPEB obligations for this purpose. Additionally, the City will conduct an actuarial update every two to three years to maintain the current status of this valuation.

Sewer Fund Balances

The City should maintain the balances in the Sewer Fund at a level sufficient to accommodate operating and capital needs. The Sewer Master Plan has set this reserve at 25% of annual expenditures, including estimated capital improvements. This level of funding should be established pursuant to the performance of a utility fund rate-study and/or master plan and are to be used for unanticipated operating and capital needs, and to level future rate increases. Multi-year fee studies for this fund should be updated periodically as a basis for defining the revenue sources necessary to maintain system infrastructure and required services levels. As a result of the periodic fee or master plan studies, adjustments to user charges may be necessary to maintain recommended fund balance levels.

Workers' Compensation and Liability Insurance Funding

Periodic actuarial studies of self-insured workers' compensation and general liabilities will be conducted to ensure that proper levels of liabilities are accrued for claims and that rates charged to operating departments are appropriate.

Equipment Replacement Funding

An equipment replacement fund will be maintained to provide for the timely replacement of vehicles and other operating capital equipment. This fund is to be reviewed on an annual basis and rates charged to the using departments based on the depreciation guidelines established in this policy.

FINANCIAL REPORTING

- The City's accounting and financial reports are to be maintained in conformance with GAAP.
- An annual financial audit will be performed by an independent public accounting firm familiar with municipal government activities. The independent auditor will issue an audit opinion to be included in the City's Comprehensive Annual Financial Report (CAFR). Additionally, the auditor will present the CAFR and discuss audit findings to the Financial Commission. The City encourages the rotation of audit service providers on a periodic basis.
- The City is encouraged to submit the Annual CAFR to State and/or National Government Finance Professional organizations (Government Finance Officers' Association's Certification of Achievement for Excellence in Financial Reporting - California Society of Municipal Finance Officers CAFR Award) for independent review and evaluation.
- Internal financial status reports are to be issued on a periodic and timely basis – no less than quarterly and be made readily available citywide.
- The City is to record the depreciation equipment, buildings and facilities, and infrastructure as follows and in line with internally established capitalization guidelines:

Capitalization Thresholds

- Land purchases at any value
- Equipment - \$5,000
- Buildings and facility improvements - \$25,000
- Infrastructure - \$100,000

Depreciation

- Depreciation will be recorded on a straight-line basis over the following estimated useful lives:
- Equipment 3 - 10 years
- Site Improvements other than buildings 30 - 50 years
- Buildings 50 years
- Infrastructure 30 - 100 years

CITY INFORMATION

Location

Los Altos, incorporated as a general law city in December of 1952, is located 37 miles south of San Francisco. Los Altos covers 7 square miles and is bordered by Los Altos Hills, Palo Alto, Mountain View, Sunnyvale and Cupertino.

Los Altos City Hall

1 North San Antonio Road

Phone: (650) 947-2700

Fax: (650) 947-2701

administration@losaltosca.gov

www.losaltosca.gov

The City of Los Altos, is seven square miles with seven distinct commercial areas and is home to approximately 30,000 people. The city incorporated to preserve the rural atmosphere and small town feel and to prevent annexation from neighboring cities. The commercial districts are bustling neighborhood retail areas, characterized by tree-lined streets and a village atmosphere. Los Altos will celebrate its 65th anniversary in 2017 and since 1952 has successfully preserved its rural roots, maintained spacious lot sizes for single-family homes and established policies for commercial development.

The City of Los Altos operates as a Council-Manager form of government. Council Members are elected at-large to four-year terms and are responsible for determining City policies and service standards. The City Council in turn appoints the City Manager, to oversee the daily operation of the city organization.

Demographics:

| | |
|--------------------------|------------------------|
| Population | 31,190 ¹ |
| Total Households | 10,591 ² |
| Median Family Income | \$208,309 ² |
| Average Household Size | 2.86 ² |
| Median Age | 47.7 ² |
| Population aged 65+ | 19.9% ² |
| Total Businesses | 1,451 ³ |
| School Enrollment (K-8) | 4,243 ⁴ |
| School Enrollment (9-12) | 4,076 ⁵ |

Sources:

(1) CA Department of Finance, January 2019 (2) U.S. Census Bureau, 2013-2017 (3) City-Data (4) Los Altos Unified School District (5) Mountain View Los Altos Unified High School District (6) Zillow Home Value Index

ELECTED OFFICIALS



| ELECTED OFFICIALS | TERM EXPIRATION |
|--|-----------------|
| Neysa Fligor <i>Mayor</i> | November 2022 |
| Anita Enander <i>Vice Mayor</i> | November 2022 |
| Lynette Lee Eng <i>Councilmember</i> | November 2024 |
| Sally Meadows <i>Councilmember</i> | November 2024 |
| Jonathan Weinberg <i>Councilmember</i> | November 2024 |

The mission of the City Council, staff, 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.



EXECUTIVE TEAM

| | |
|---------------------------|--|
| Brad Kilger | Interim City Manager |
| Jolie Houston | City Attorney |
| Jon Maginot | Deputy City Manager |
| Andy Galea | Police Chief |
| Jim Sandoval | Engineering Services Director |
| Manuel Hernandez | Municipal Services Director |
| Andrea Chelemengos | City Clerk |
| Donna Legge | Recreation & Community Services Director |
| Jon Biggs | Community Development Director |

2021 COUNCIL PRIORITIES



HOUSING

The City of Los Altos will support the creation of housing that is diverse, equitable, and affordable for all income levels in the Community and support funding and legislation that will help the City to do so and retain its flexibility in zoning decisions.

LAND USE

The City of Los Altos will implement policies that support a land-use mix and density that reflect the values of the Community, including seeking to protect and increase its green space, while ensuring compliance with any applicable laws and regulations.

FISCAL SUSTAINABILITY

The City of Los Altos will continue to be responsible financial stewards of its resources and assets to ensure long-term fiscal sustainability by practicing sound financial management and fiscal transparency, while providing fiscally sustainable government services that address the needs of the community.

COMMUNITY SAFETY

The City of Los Altos will continue to implement plans, strategies, and educational opportunities to ensure public safety, traffic safety, and emergency preparedness services are done in a responsive, equitable, professional, socially responsible, and trustworthy manner.

ASSET MANAGEMENT

The City of Los Altos will set clear expectations and allocate the necessary funding to maintain and improve City facilities and infrastructure that are necessary to provide high-quality services for the well-being of residents.

ENVIRONMENTAL SUSTAINABILITY

The City of Los Altos will be a leader on environmental sustainability through education, and adopting and embracing policies, initiatives, and practices that advance this effort.

COMMUNITY ENGAGEMENT

The City of Los Altos will continue to improve its community engagement process to ensure all community members are heard, informed, and included.

TRANSITIONING THROUGH CHANGE

The City Council will proactively address the impact of COVID-19 and other consequential changes on the community during 2020 and 2021 to ensure Los Altos successfully navigates these transitions to be an even stronger community.

COMMISSIONS & COMMITTEES

COMPLETE STREETS COMMISSION

| | Term | Term Expiration |
|--------------------|-----------------|-----------------|
| Suzanne Ambiel | 2 nd | March 2024 |
| Stacy Banerjee | 1 st | March 2022 |
| Tom Gschneider | Partial | March 2022 |
| Steve Katz | Partial | March 2024 |
| Nadim Maluf | 1 st | March 2022 |
| Cynthia O'Yang | 1 st | March 2024 |
| Suresh Venkatraman | 1 st | March 2024 |

Staff Liaison: Jamie Rodriguez (Public Works)

DESIGN REVIEW COMMISSION

| | Term | Term Expiration |
|----------------|-----------------|-----------------|
| Frank Bishop | 1 st | September 2022 |
| David Blockhus | 1 st | September 2024 |
| Samuel Harding | 2 nd | September 2024 |
| Jude Kirik | 2 nd | September 2022 |
| Michael Ma | 1 st | September 2024 |

Staff Liaison: Guido Persicone (Planning)

ENVIRONMENTAL COMMISSION

| | Term | Term Expiration |
|------------------|-----------------|-----------------|
| Bruno Delagneau | 1 st | March 2024 |
| Raashina Humayan | 1 st | March 2024 |
| David Klein | 1 st | March 2022 |
| Shiaoping Lu | Partial | March 2022 |
| Laura Tekslar | 2 nd | March 2024 |
| Don Weiden | 1 st | March 2022 |
| Lei Yuan | 2 nd | March 2022 |

Staff Liaison: Emiko Ancheta (Community Development)



FINANCIAL COMMISSION

| | Term | Term Expiration |
|-------------------------|-----------------|------------------------|
| John Claras | Partial | September 2021 |
| Mark Frey | 1 st | September 2023 |
| Gary Kalbach | 1 st | September 2021 |
| Kuljeet Kalkat | 2 nd | September 2023 |
| Martha McClatchie | 2 nd | September 2023 |
| Anthony “Tony” Richmond | 1 st | September 2021 |
| Vacant | | September 2023 |

Staff Liaison: Jon Maginot (Executive)

HISTORICAL COMMISSION

| | Term | Term Expiration |
|-------------------|-----------------|------------------------|
| Russell Bartlett | 2 nd | September 2024 |
| Margo Horn | 2 nd | September 2022 |
| Larry Lang | 2 nd | September 2024 |
| David Moore | 1 st | September 2022 |
| Kirk Paige | 1 st | September 2024 |
| Nomi Trapnell | 2 nd | September 2022 |
| Sepideh Zoufonoun | 1 st | September 2022 |

Staff Liaison: Sean Gallegos (Planning)

LIBRARY COMMISSION

| | Term | Term Expiration |
|-----------------|-----------------|------------------------|
| Pierre Bedard | Partial | September 2021 |
| Carolle Carter | Partial | September 2021 |
| Reginia Chan | 1 st | September 2024 |
| Julie Crane | Partial | September 2021 |
| Nelvin Gee | 1 st | September 2023 |
| Ying Liu | 1 st | August 2024 |
| Freddie Wheeler | 1 st | September 2023 |

Staff Liaison: Jaime Chew (Recreation)

PARKS & RECREATION COMMISSION

| | Term | Term Expiration |
|-------------------|-----------------|------------------------|
| John Corrigan | Partial | March 2023 |
| Pete Dailey | 1 st | March 2023 |
| Tanya Lindermeier | 2 nd | March 2025 |
| Teresa Morris | 1 st | March 2025 |
| Jeanine Valadez | 1 st | March 2025 |
| Cyndie Wang | 1 st | March 2025 |
| Yong Yeh | 1 st | March 2023 |

Staff Liaison: Donna Legge (Recreation)

PLANNING COMMISSION

| | Term | Term Expiration |
|-----------------|-----------------|-----------------|
| Mehruss Ahi | 1 st | September 2022 |
| Ronit Bodner | 2 nd | September 2022 |
| Shelley Doran | 1 st | September 2024 |
| David Marek | Partial | September 2022 |
| Susan Mensinger | 1 st | September 2024 |
| Richard Roche | 1 st | September 2024 |
| Eric Steinle | 1 st | September 2024 |

Staff Liaison: Jon Biggs (Planning)

PUBLIC ARTS COMMISSION

| | Term | Term Expiration |
|-----------------|-----------------|-----------------|
| Nancy Ellickson | 2 nd | September 2021 |
| David Horine | 1 st | September 2023 |
| Hilary King | Partial | September 2021 |
| Paula Rini | 2 nd | September 2021 |
| Ginny Strock | 1 st | September 2023 |
| Monica Waldman | 2 nd | September 2023 |
| Vacant | | September 2021 |

Staff Liaison: William Wells (Recreation)

SENIOR COMMISSION

| | Term | Term Expiration |
|------------------|-----------------|-----------------|
| Jim Basiji | 2 nd | March 2023 |
| William Buchholz | 2 nd | March 2023 |
| Jayne Cohen | 1 st | March 2022 |
| Tony Lee | 1 st | March 2023 |
| Chris Nagao | 2 nd | March 2022 |
| Kevin O'Reilly | 2 nd | March 2022 |
| Zee Yu | 1 st | March 2022 |

Staff Liaison: Bridget Matheson (Recreation)

YOUTH COMMISSION

| | Term | Term Expiration |
|--------------------|-----------------|-----------------|
| Vivek Bharati | 1 st | June 2021 |
| Boladale Erogbogbo | 3 rd | June 2022 |
| Tom Harpaz | 2 nd | June 2021 |
| Connie Hong | 2 nd | June 2021 |
| Aastha Mangla | 1 st | June 2022 |
| Anna Morokutti | 1 st | June 2022 |
| Ashlynn Tusneem | 1 st | June 2022 |
| Aarthi Venkatraman | 1 st | June 2022 |
| Sander Vonk | 1 st | June 2022 |
| Jessica Young | 1 st | June 2021 |
| Vacant | | June 2021 |

Staff Liaison: William Wells (Recreation)

JOINT COMMUNITY VOLUNTEER SERVICE AWARDS COMMITTEE

| | Term | Term Expiration |
|-------------------------------------|-----------------|------------------------|
| Anita Enander (Los Altos) | | Council Representative |
| Cheryl Caligaris (Los Altos) | 1 st | March 2023 |
| Laurel Iverson (Los Altos) | 1 st | March 2023 |
| Rebecca Lowell (Los Altos) | 1 st | March 2025 |
| Rita Patel (Los Altos) | 1 st | March 2025 |
| Dannis Young (Los Altos) | 2 nd | March 2023 |
| Linda Swan (LAH) | | Council Representative |
| Benjamin Gilkis (LAH) | 2 nd | March 2022 |
| Donald Mattson (LAH) | 1 st | March 2023 |
| Sandy Mingia (LAH) | 1 st | March 2023 |
| Lakshmi Ramgopal (LAH) | 1 st | March 2024 |
| Vacant (LAH) | | March 2023 |

NORTH COUNTY LIBRARY AUTHORITY

| | Representing Agency | Term Expiration |
|------------------------|----------------------------|------------------------|
| Suzanne Epstein | Los Altos Hills | March 2023 |
| Neysa Fligor | Los Altos City Council | December 2022 |
| Cindy Hill | Library Commission | December 2024 |
| Sally Meadows | Los Altos City Council | December 2024 |
| Lisa Schmidt | Los Altos Hills | December 2024 |
| Marcie Scott | Commission Liaison | |



PERSONNEL ALLOCATIONS

| EXECUTIVE | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY22/23 |
|-----------------------------------|------------------|------------------|------------------|------------------|----------------|
| City Manager | 1 | 1 | 1 | 1 | 1 |
| Assistant City Manager | 1 | 1 | 1 | 1 | 1 |
| City Clerk/Deputy City Manager | 1 | -- | -- | -- | -- |
| City Clerk | -- | 1 | 1 | 1 | 1 |
| Deputy City Clerk | 1 | -- | -- | -- | -- |
| Deputy City Manager | -- | 1 | 1 | 1 | 1 |
| Executive Assistant | 1 | 1 | 1 | 1 | 1 |
| Human Resources Manager | 1 | 1 | 1 | 1 | 1 |
| Human Resources Analyst | -- | -- | 1 | 1 | 1 |
| Human Resources Technician | 1 | 1 | -- | -- | -- |
| Information Technology Manager | 1 | 1 | 1 | 1 | 1 |
| Information Technology Analyst | 1 | 1 | 1 | 1 | 1 |
| Information Technology Technician | 1 | 1 | 1 | -- | -- |
| Network Systems Administrator | -- | -- | -- | 1 | 1 |
| Public Information Officer | 1 | 1 | 1 | 1 | 1 |
| TOTAL | 11 | 11 | 11 | 11 | 11 |

| FINANCE | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY22/23 |
|----------------------------|------------------|------------------|------------------|------------------|----------------|
| Finance Director | 1 | 1 | 1 | 1 | 1 |
| Financial Services Manager | 1 | 1 | 1 | 1 | 1 |
| Senior Accountant | 1 | 1 | 1 | 1 | 1 |
| Accounting Technician I/II | 3 | 3 | 3 | 3 | 3 |
| TOTAL | 6 | 6 | 6 | 6 | 6 |



| PUBLIC SAFETY | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY22/23 |
|---------------------------|------------------|------------------|------------------|------------------|----------------|
| Police Chief | 1 | 1 | 1 | 1 | 1 |
| Police Captain | 2 | 2 | 2 | 2 | 2 |
| Police Services Manager | 1 | 1 | 1 | 1 | 1 |
| Executive Assistant | 1 | 1 | 1 | 1 | 1 |
| Police Sergeant | 6 | 6 | 6 | 6 | 6 |
| Police Agent | 6 | 6 | 6 | 6 | 6 |
| Police Officer | 16 | 17 | 17 | 17 | 17 |
| Community Serv Offer | 3 | 3 | 3 | 3 | 3 |
| Lead Communications Offer | 1 | 1 | 1 | 1 | 1 |
| Communications Offer | 5 | 5 | 5 | 5 | 5 |
| Lead Record Specialist | 1 | 1 | 1 | 1 | 1 |
| Records Specialists | 3 | 3 | 3 | 3 | 3 |
| TOTAL | 46 | 47 | 47 | 47 | 47 |

| COMMUNITY DEVELOPMENT | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY22/23 |
|--------------------------------|------------------|------------------|------------------|------------------|----------------|
| Community Development Director | 1 | 1 | 1 | 1 | 1 |
| Planning Services Manager | 2 | 1 | 1 | 1 | 1 |
| Senior Planner | 1 | 1 | 1 | 1 | 1 |
| Assistant Planner | -- | 2 | 2 | 2 | 2 |
| Associate Planner | 2 | 1 | 1 | 1 | 1 |
| Econ Development Coordinator | 1 | 1 | 1 | 1 | 1 |
| Sustainability Coordinator | -- | 1 | 1 | 1 | 1 |
| Executive Assistant | 2 | 2 | 2 | 2 | 2 |
| Building Official | 1 | 1 | 1 | 1 | 1 |
| Building Inspector | 3 | 3 | 3 | 3 | 3 |
| Sr Building Inspector | 1 | 1 | 1 | 1 | 1 |
| Building Technician | 1 | 1 | 1 | 1 | 1 |
| TOTAL | 15 | 16 | 16 | 16 | 16 |

| ENGINEERING | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY22/23 |
|---------------------------------|------------------|------------------|------------------|------------------|----------------|
| Public Works Director | 1 | -- | -- | -- | -- |
| Engineering Services Director | -- | 1 | 1 | 1 | 1 |
| Special Projects Manager | 1 | 1 | 1 | 1 | 1 |
| Project Manager | 1 | 1 | 1 | 1 | 1 |
| Executive Assistant | 1 | 1 | 1 | 1 | 1 |
| Assoc Civil Engineer | -- | -- | -- | 1 | 1 |
| Asst Civil Engineer | 3 | 4 | 4 | 3 | 3 |
| Construction Inspector | 1 | 1 | 1 | 1 | 1 |
| GIS Technician | -- | -- | -- | 1 | 1 |
| Junior Civil Engineer | 1 | -- | -- | -- | -- |
| Engineering Technician | 1 | 1 | 1 | -- | -- |
| Engineering Services Manager | 1 | 1 | 1 | 1 | 1 |
| Senior Engineer | 2 | 2 | 2 | 2 | 2 |
| Transportation Services Manager | 1 | 1 | 1 | 1 | 1 |
| TOTAL | 14 | 14 | 14 | 14 | 14 |

| MAINTENANCE SERVICES | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY22/23 |
|-------------------------------|------------------|------------------|------------------|------------------|----------------|
| Maintenance Services Director | -- | 1 | 1 | 1 | 1 |
| Maintenance Services Manager | 1 | -- | -- | -- | -- |
| Executive Assistant | 1 | 1 | 1 | 1 | 1 |
| Maintenance Supervisor | 4 | 4 | 4 | 4 | 4 |
| Equipment Mechanic | 1 | 1 | 1 | 1 | 1 |
| Maintenance Lead Worker | 6 | 6 | 6 | 6 | 6 |
| Maintenance Worker I | 8 | 8 | 8 | 7 | 7 |
| Maintenance Worker II | 11 | 11 | 11 | 12 | 12 |
| Maintenance Technician | 2 | 2 | 2 | 2 | 2 |
| TOTAL | 34 | 34 | 34 | 34 | 34 |



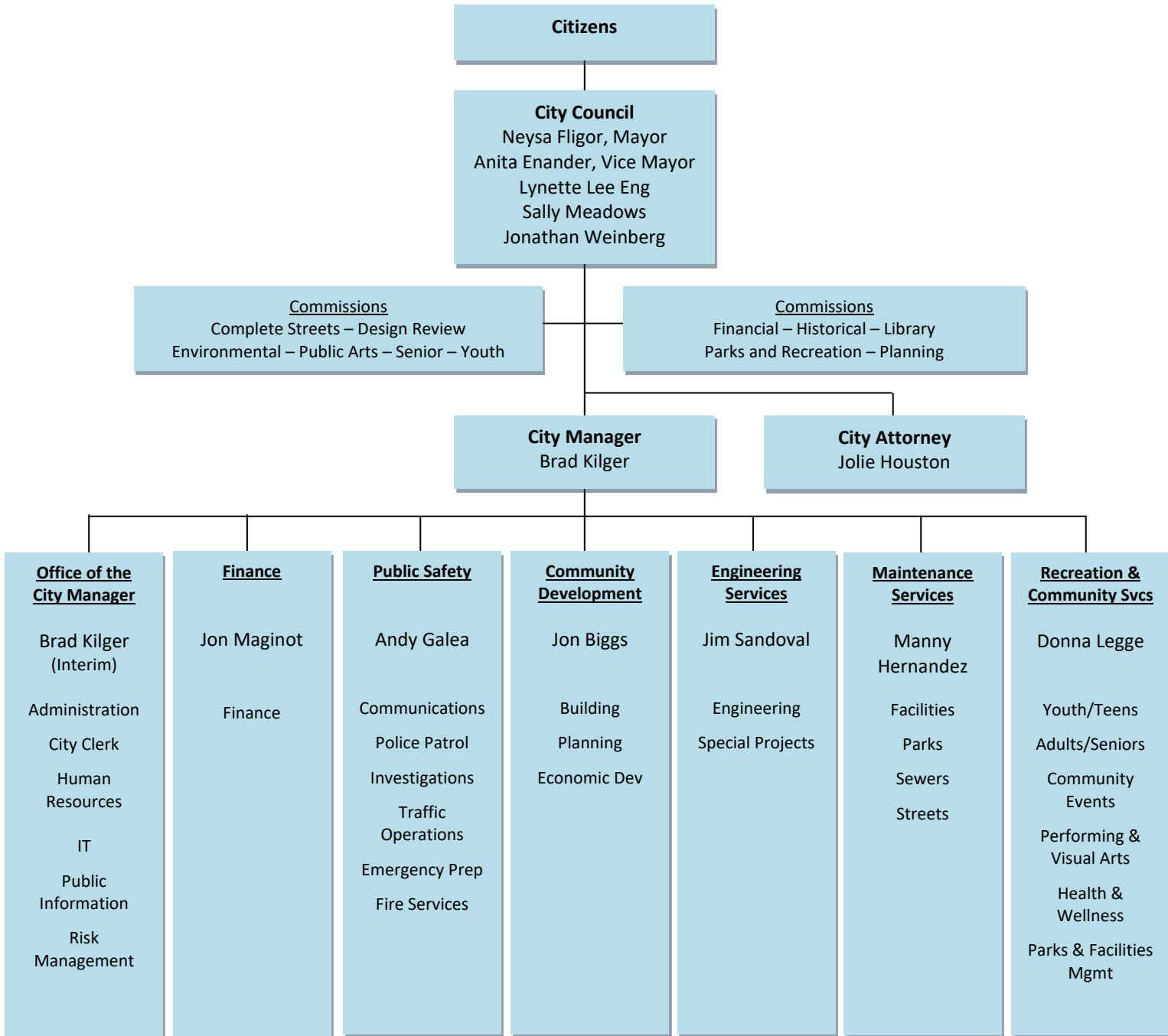
| RECREATION & COMMUNITY SERVICES | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY22/23 |
|--|------------------|------------------|------------------|------------------|----------------|
| Recreation Director | 1 | 1 | 1 | 1 | 1 |
| Recreation Manager | 1 | 1 | 1 | 1 | 1 |
| Recreation Supervisor | 1 | 1 | 1 | 2 | 2 |
| Office Assistant II | 1 | 1 | 1 | 1 | 1 |
| Recreation Coordinator | 3 | 3 | 3 | 3 | 3 |
| Facility Coordinator | 1 | 1 | 1 | -- | -- |
| TOTAL | 8 | 8 | 8 | 8 | 8 |

| LOS ALTOS TOTAL | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY22/23 |
|---------------------------------|------------------|------------------|------------------|------------------|----------------|
| Executive | 11 | 11 | 11 | 11 | 11 |
| Finance | 6 | 6 | 6 | 6 | 6 |
| Public Safety | 46 | 47 | 47 | 47 | 47 |
| Community Development | 15 | 16 | 16 | 16 | 16 |
| Public Works | 48 | | | | |
| Recreation & Community Services | 8 | 8 | 8 | 8 | 8 |
| Engineering | | 14 | 14 | 14 | 14 |
| Maintenance Services | | 34 | 34 | 34 | 34 |
| TOTAL | 134 | 136 | 136 | 136 | 136 |





City of Los Altos



2021/22 Budget Summary

| FUND | Beginning Balance* 7/1/2021 | Revenue | Expenditures | Transfer In/(Out) | Ending Balance 6/30/2022 |
|--|--|----------------------|------------------------|------------------------------|---|
| GENERAL FUND | | | | | |
| Unreserved Fund Balance | 1,118,613 | 48,570,534 | (47,092,815) | (1,477,719) | 1,118,613 |
| Operating Reserve | 8,693,607 | - | - | - | 8,693,607 |
| OPEB Reserve | 1,500,000 | - | - | - | 1,500,000 |
| PERS Reserve | 5,000,000 | - | - | - | 5,000,000 |
| Technology Reserve | 1,412,090 | - | (250,000) | - | 1,162,090 |
| Total General Fund: | 17,724,310 | 48,570,534 | (47,342,815) | (1,477,719) | 17,474,310 |
| ENTERPRISE FUND | | | | | |
| Sewer Fund | 9,587,866 | 8,420,000 | (9,280,754) | - | 8,727,112 |
| Solid Waste Fund | 5,430,033 | 888,913 | (794,941) | - | 5,524,005 |
| Total Enterprise Fund: | 15,017,899 | 9,308,913 | (10,075,695) | - | 14,251,117 |
| CAPITAL IMPROVEMENT FUNDS | | | | | |
| Capital Projects Fund | 8,564,438 | - | (5,550,000) | - | 3,014,438 |
| Equipment Replacement Fund | 359,590 | - | (357,500) | - | 2,090 |
| Total Capital Improvement Fund: | 8,924,028 | - | (5,907,500) | - | 3,016,528 |
| INTERNAL SERVICE FUNDS | | | | | |
| Dental/Vision Fund | 608 | 269,595 | (269,595) | - | 608 |
| Unemployment Fund | 544,292 | - | (15,000) | - | 529,292 |
| Workers Compensation Fund | 1,871,934 | 291,003 | (791,003) | - | 1,371,934 |
| Liability Fund | 238,246 | 500,000 | (700,000) | - | 38,246 |
| Total Internal Service Fund: | 2,655,080 | 1,060,598 | (1,775,598) | - | 1,940,080 |
| SPECIAL REVENUE FUNDS | | | | | |
| Road Maintenance (SB1) | 757,260 | 609,599 | (500,000) | - | 866,859 |
| CDBG Fund | 4,617 | - | - | - | 4,617 |
| Grants Fund-ARP Act | - | - | - | 918,229 | 918,229 |
| Downtown Parking Fund | 928,715 | 40,000 | - | (40,000) | 928,715 |
| Estate Donation Fund | 16,941 | - | - | - | 16,941 |
| Gas Tax Fund | 2,013,793 | 800,054 | (1,350,000) | - | 1,463,847 |
| Prop 1B Road Maintenance Measure B | 44,428 | - | - | - | 44,428 |
| In Lieu Park Fund | - | 550,000 | (550,000) | - | - |
| Supplemental Law Enforcement Fund | 5,764,582 | 5,319,000 | (800,000) | - | 10,283,582 |
| TDA Fund | 89,281 | 100,000 | - | (100,000) | 89,281 |
| Traffic Impact Fee Fund | - | 50,000 | (50,000) | - | - |
| Traffic Impact Fee Fund | 471,504 | 411,693 | (550,000) | - | 333,197 |
| Vehicle Registration Fund | 382,384 | - | - | - | 382,384 |
| PEG Fees | 173,662 | 100,000 | (100,000) | (70,000) | 103,662 |
| Public Art Fund | 166,127 | - | (60,000) | - | 106,127 |
| Storm Drain Deposits | 56,086 | - | - | - | 56,086 |
| Vehicle Impound Fund | - | 20,000 | - | (20,000) | - |
| Total Special Revenue Funds: | 10,869,380 | 8,000,346 | (3,960,000) | 688,229 | 15,597,955 |
| DEBT SERVICE FUNDS | | | | | |
| General Debt Service | 364,179 | - | (789,490) | 789,490 | 364,179 |
| Total Debt Service Fund: | 364,179 | - | (789,490) | 789,490 | 364,179 |
| ALL FUNDS TOTAL | \$ 55,554,876 | \$ 66,330,792 | \$ (69,351,098) | - | \$ 51,777,310 |

* Beginning Balance excludes Non-Spendable and Reserved for Capital Assets fund balances

2022/23 Budget Summary

| FUND | Beginning Balance* 7/1/2022 | Revenue | Expenditures | Transfer In/(Out) | Ending Balance 6/30/2023 |
|--|--|----------------------|------------------------|------------------------------|---|
| GENERAL FUND | | | | | |
| Unreserved Fund Balance | 1,118,613 | 50,733,877 | (48,665,555) | (2,068,322) | 1,118,613 |
| Operating Reserve | 8,693,607 | - | - | - | 8,693,607 |
| OPEB Reserve | 1,500,000 | - | - | - | 1,500,000 |
| PERS Reserve | 5,000,000 | - | - | - | 5,000,000 |
| Technology Reserve | 1,162,090 | - | (350,000) | - | 812,090 |
| Total General Fund: | 17,474,310 | 50,733,877 | (49,015,555) | (2,068,322) | 17,124,310 |
| ENTERPRISE FUND | | | | | |
| Sewer Fund | 8,727,112 | 8,570,000 | (10,894,182) | - | 6,402,930 |
| Solid Waste Fund | 5,524,005 | 914,828 | (801,803) | - | 5,637,030 |
| Total Enterprise Fund: | 14,251,117 | 9,484,828 | (11,695,985) | - | 12,039,960 |
| CAPITAL IMPROVEMENT FUNDS | | | | | |
| Capital Projects Fund | 3,014,438 | - | (6,050,000) | - | (3,035,562) |
| Equipment Replacement Fund | 2,090 | - | (376,500) | - | (374,410) |
| Total Capital Improvement Fund: | 3,016,528 | - | (6,426,500) | - | (3,409,972) |
| INTERNAL SERVICE FUNDS | | | | | |
| Dental/Vision Fund | 608 | 277,695 | (277,695) | - | 608 |
| Unemployment Fund | 529,292 | - | (15,000) | - | 514,292 |
| Workers Compensation Fund | 1,371,934 | - | (809,582) | - | 562,352 |
| Liability Fund | 38,246 | 809,582 | (800,000) | - | 47,828 |
| Total Internal Service Fund: | 1,940,080 | 1,087,277 | (1,902,277) | - | 1,125,080 |
| SPECIAL REVENUE FUNDS | | | | | |
| Road Maintenance (SB1) | 866,859 | 615,000 | (500,000) | - | 981,859 |
| CDBG Fund | 4,617 | - | - | - | 4,617 |
| Grants Fund-ARP Act | 918,229 | - | - | 1,504,357 | 2,422,586 |
| Downtown Parking Fund | 928,715 | 40,000 | - | (40,000) | 928,715 |
| Estate Donation Fund | 16,941 | - | - | - | 16,941 |
| Gas Tax Fund | 1,463,847 | 840,057 | (800,000) | - | 1,503,904 |
| Prop 1B Road Maintenance | 44,428 | - | - | - | 44,428 |
| Measure B | - | 550,000 | (550,000) | - | - |
| In Lieu Park Fund | 10,283,582 | 927,200 | (1,050,000) | - | 10,160,782 |
| Supplemental Law Enforcement Fund | 89,281 | 100,000 | - | (100,000) | 89,281 |
| TDA Fund | - | 50,000 | (50,000) | - | - |
| Traffic Impact Fee Fund | 333,197 | 812,055 | (450,000) | - | 695,252 |
| Vehicle Registration Fund | 382,384 | - | - | - | 382,384 |
| PEG Fees | 103,662 | 100,000 | - | (70,000) | 133,662 |
| Public Art Fund | 106,127 | - | (50,000) | - | 56,127 |
| Storm Drain Deposits | 56,086 | - | - | - | 56,086 |
| Vehicle Impound Fund | - | 20,000 | - | (20,000) | - |
| Total Special Revenue Funds: | 15,597,955 | 4,054,312 | (3,450,000) | 1,274,357 | 17,476,624 |
| DEBT SERVICE FUNDS | | | | | |
| General Debt Service | 364,179 | - | (793,965) | 793,965 | 364,179 |
| Total Debt Service Fund: | 364,179 | - | (793,965) | 793,965 | 364,179 |
| ALL FUNDS TOTAL | \$ 52,644,169 | \$ 65,360,294 | \$ (73,284,282) | \$ - | \$ 44,720,181 |

* Beginning Balance excludes Non-Spendable and Reserved for Capital Assets fund balances

| GENERAL FUND | FY2018/19 Actual | FY2019/20 Actual | FY2020/21 Budget | FY2020/21 Projected Actual | FY2021/22 Proposed Budget | FY2022/23 Proposed Budget |
|--|-------------------------|-------------------------|-------------------------|-----------------------------------|----------------------------------|----------------------------------|
| Revenues | | | | | | |
| Taxes | 34,510,795 | 35,596,861 | 34,184,716 | 34,526,236 | 36,665,070 | 37,983,388 |
| Interest/Rental Income | 1,932,911 | 2,257,576 | 405,045 | 365,000 | 359,000 | 356,300 |
| Fees | 9,076,778 | 7,946,708 | 6,950,757 | 6,629,204 | 7,848,500 | 8,696,225 |
| Miscellaneous Revenue | 195,369 | 235,603 | 616,752 | 105,293 | 99,000 | 99,000 |
| Total General Fund Revenue | 45,715,853 | 46,036,748 | 42,157,270 | 41,625,733 | 44,971,570 | 47,134,913 |
| One-Time Revenues: | | | | | | |
| Community Center Loan | | | 10,000,000 | 10,001,300 | - | - |
| Federal CARES Act | | | - | 381,230 | - | - |
| Federal ARP Act | | | - | - | 3,598,964 | 3,598,964 |
| Transfers In | 166,430 | 111,850 | 160,000 | 100,000 | 230,000 | 230,000 |
| Total General Fund Revenue/Transfers In | \$ 45,882,283 | \$ 46,148,598 | \$ 52,317,270 | \$ 52,108,263 | \$ 48,800,534 | \$ 50,963,877 |
| Expenditures | | | | | | |
| Legislative | 281,850 | 369,547 | 298,684 | 297,547 | 368,572 | 369,875 |
| Executive | 3,935,061 | 5,994,973 | 5,594,304 | 6,441,209 | 6,593,329 | 6,726,421 |
| Finance | 1,456,339 | 2,150,798 | 1,448,712 | 1,620,366 | 2,049,301 | 1,753,182 |
| Community Development | 3,132,945 | 3,157,421 | 3,563,580 | 3,137,595 | 4,278,005 | 4,298,163 |
| Engineering | 2,333,452 | 2,664,951 | 3,118,417 | 2,856,220 | 3,847,984 | 3,981,301 |
| Maintenance Services | 5,283,007 | 5,168,016 | 5,320,779 | 5,118,324 | 5,821,229 | 5,926,799 |
| Public Safety | 18,117,843 | 18,795,500 | 20,343,895 | 19,033,858 | 21,662,657 | 22,918,053 |
| Recreation & Community Services | 2,468,894 | 2,313,247 | 1,795,024 | 1,695,041 | 2,471,738 | 2,691,761 |
| Total General Fund Expenditures | 37,009,391 | 40,614,453 | 41,483,395 | 40,200,160 | 47,092,815 | 48,665,555 |
| Transfers Out | 6,523,798 | 17,806,518 | 10,867,400 | 10,789,490 | 1,707,719 | 2,298,322 |
| Total General Fund Expenditures/Transfers Out | \$ 43,533,189 | \$ 58,420,971 | \$ 52,350,795 | \$ 50,989,650 | \$ 48,800,534 | \$ 50,963,877 |
| Revenues over Expenditures | \$ 2,349,094 | \$ (12,272,373) | \$ (33,525) | \$ 1,118,613 | \$ - | \$ - |

| | FY2018/19 Actual | FY2019/20 Actual | FY2020/21 Budget | FY2020/21 Projected | FY2021/22 Proposed Budget | FY2022/23 Proposed Budget | % Change Over Projected FY2020/21 |
|--|----------------------|----------------------|----------------------|------------------------|---------------------------------|---------------------------------|--|
| GENERAL FUND | | | | | | | |
| Property Tax | 23,791,531 | 25,786,599 | 27,287,029 | 27,256,236 | 28,713,170 | 29,568,955 | 5.3% |
| Sales Tax | 3,461,299 | 3,373,391 | 2,641,120 | 2,860,000 | 3,053,000 | 3,114,060 | 6.7% |
| Utility Users Tax | 2,743,570 | 2,838,663 | 2,464,430 | 2,650,000 | 2,729,500 | 2,811,385 | 3.0% |
| Motor VLF | 15,054 | 24,686 | - | - | - | - | - |
| Transient Occupancy Tax | 3,166,067 | 2,359,762 | 582,200 | 580,000 | 1,000,000 | 1,310,000 | 72.4% |
| Business License Tax | 540,262 | 517,818 | 468,180 | 470,000 | 479,400 | 488,988 | 2.0% |
| Construction Tax | 113,588 | 115,994 | 190,600 | 110,000 | 110,000 | 110,000 | 0.0% |
| Documentary Transfer Tax | 679,424 | 579,948 | 551,157 | 600,000 | 580,000 | 580,000 | -3% |
| Total Taxes | 34,510,795 | 35,596,861 | 34,184,716 | 34,526,236 | 36,665,070 | 37,983,388 | 6.2% |
| Interest Income | 1,908,805 | 2,233,470 | 381,045 | 341,000 | 335,000 | 332,300 | -1.8% |
| Rental Income | 24,106 | 24,106 | 24,000 | 24,000 | 24,000 | 24,000 | - |
| Total Income | 1,932,911 | 2,257,576 | 405,045 | 365,000 | 359,000 | 356,300 | -1.7% |
| Recreation Fees | 1,963,119 | 846,586 | 38,500 | 83,300 | 568,000 | 1,352,000 | 581.9% |
| Community Development Fees | 3,775,495 | 3,383,733 | 3,311,240 | 3,195,671 | 3,791,300 | 3,802,300 | 18.6% |
| Franchise Fees | 2,222,235 | 2,286,957 | 2,353,077 | 2,295,000 | 2,317,500 | 2,340,225 | 1.0% |
| Administrative Fees | 690,600 | 1,148,700 | 918,500 | 918,500 | 918,500 | 918,500 | 0.0% |
| Police Fees | 425,329 | 280,732 | 329,440 | 136,733 | 253,200 | 283,200 | 85.2% |
| Total Fees | 9,076,778 | 7,946,708 | 6,950,757 | 6,629,204 | 7,848,500 | 8,696,225 | 18.4% |
| Miscellaneous Revenue | 195,369 | 235,603 | 616,752 | 105,293 | 99,000 | 99,000 | -6.0% |
| Total General Fund Revenue | 45,715,853 | 46,036,748 | 42,157,270 | 41,625,733 | 44,971,570 | 47,134,913 | 8.0% |
| One-Time Revenues: | | | | | | | |
| Community Center Loan | - | - | 10,000,000 | 10,001,300 | - | - | - |
| Federal CARES Act | - | - | - | 381,230 | - | - | - |
| Federal ARP Act | - | - | - | - | 3,598,964 | 3,598,964 | - |
| Transfers In | 166,430 | 111,850 | 160,000 | 100,000 | 230,000 | 230,000 | - |
| Total General Fund Revenue/Transfers In | \$ 45,882,283 | \$ 46,148,598 | \$ 42,317,270 | \$ 52,108,263 | \$ 48,800,534 | \$ 47,364,913 | -6.3% |

NOTE: The One-Time Revenue includes the loan of \$10M for the Los Altos Community Center

| PROGRAM EXPENDITURES | FY2018/19 Actual | FY2019/20 Actual | FY2020/21 Budget | FY2020/21 Projected | FY2021/22 Proposed Budget | FY2022/23 Proposed Budget | % Change Over Projected FY2020/21 |
|------------------------------------|-----------------------------|-----------------------------|-----------------------------|--------------------------------|--|--|--|
| LEGISLATIVE | | | | | | | |
| City Council | 281,850 | 369,547 | 298,684 | 297,547 | 368,572 | 369,875 | 23.9% |
| Total City Council | 281,850 | 369,547 | 298,684 | 297,547 | 368,572 | 369,875 | 23.9% |
| EXECUTIVE | | | | | | | |
| City Manager | 824,092 | 784,830 | 719,578 | 1,052,748 | 938,379 | 947,108 | -10.9% |
| City Attorney | 769,763 | 2,702,718 | 2,212,000 | 2,640,892 | 2,912,000 | 2,912,000 | 10.3% |
| City Clerk | 676,665 | 635,106 | 724,816 | 824,664 | 725,956 | 822,491 | -12.0% |
| Human Resources | 689,737 | 791,918 | 835,043 | 840,881 | 903,729 | 881,242 | 7.5% |
| Information Technonogy | 974,804 | 1,080,401 | 1,102,867 | 1,082,024 | 1,113,265 | 1,163,580 | 2.9% |
| Total Executive | 3,935,061 | 5,994,973 | 5,594,304 | 6,441,209 | 6,593,329 | 6,726,421 | 2.4% |
| Finance | | | | | | | |
| Finance | 1,306,238 | 1,461,069 | 1,225,212 | 1,446,234 | 1,710,301 | 1,444,182 | 18.3% |
| Non-Departmental | 150,101 | 689,729 | 223,500 | 174,132 | 339,000 | 309,000 | 94.7% |
| Total Finance | 1,456,339 | 2,150,798 | 1,448,712 | 1,620,366 | 2,049,301 | 1,753,182 | 26.5% |
| COMMUNITY DEVELOPMENT | | | | | | | |
| Planning | 1,407,702 | 1,511,972 | 1,596,216 | 1,488,730 | 1,830,852 | 1,835,209 | 23% |
| Building | 1,528,765 | 1,460,663 | 1,765,369 | 1,432,467 | 2,158,255 | 2,166,839 | 50.7% |
| Economic Development | 196,478 | 184,786 | 201,995 | 216,398 | 250,448 | 257,665 | 15.7% |
| Environmental-Sustainability | - | - | - | - | 38,450 | 38,450 | 0.0% |
| Total Community Development | 3,132,945 | 3,157,421 | 3,563,580 | 3,137,595 | 4,278,005 | 4,298,163 | 36.3% |
| ENGINEERING | | | | | | | |
| Engineering | 1,909,795 | 2,241,013 | 2,415,219 | 2,196,440 | 2,859,508 | 2,950,953 | 30.2% |
| Stormwater Maintenance | 171,435 | 123,036 | 248,198 | 204,780 | 257,276 | 259,718 | 26% |
| Traffic | 252,222 | 300,902 | 455,000 | 455,000 | 731,200 | 770,630 | 60.7% |
| Total Engineering | 2,333,452 | 2,664,951 | 3,118,417 | 2,856,220 | 3,847,984 | 3,981,301 | 34.7% |
| MAINTENANCE SERVICES | | | | | | | |
| Maintenance Administration | 598,058 | 551,234 | 578,239 | 546,661 | 544,945 | 553,360 | -0.3% |
| Fleet Maintenance | 178,017 | 171,256 | 193,507 | 175,727 | 199,053 | 202,550 | 13% |
| Street Maintenance | 881,350 | 876,553 | 888,590 | 788,223 | 1,067,832 | 1,093,321 | 35% |
| Parks and Street Landscaping | 2,498,745 | 2,384,868 | 2,265,370 | 2,321,030 | 2,399,039 | 2,442,897 | 3% |
| Facility Maintenance | 1,126,837 | 1,184,105 | 1,395,073 | 1,286,683 | 1,610,360 | 1,634,671 | 25.2% |
| Total Maintenance Services | 5,283,007 | 5,168,016 | 5,320,779 | 5,118,324 | 5,821,229 | 5,926,799 | 13.7% |

*Vacancy Savings factored into each department in FY22 and FY23

| PROGRAM EXPENDITURES | FY2018/19 Actual | FY2019/20 Actual | FY2020/21 Budget | FY2020/21 Projected | FY2021/22 Proposed Budget | FY2022/23 Proposed Budget | % Change Over Projected FY2020/21 |
|--|-----------------------------|-----------------------------|-----------------------------|--------------------------------|--|--|--|
| PUBLIC SAFETY | | | | | | | |
| Administration | 1,461,888 | 1,509,943 | 1,540,743 | 1,488,549 | 1,552,716 | 1,573,781 | 4% |
| Support Services | 2,021,981 | 1,926,747 | 2,277,563 | 2,034,027 | 2,464,735 | 2,535,578 | 21.2% |
| Investigation Services | 1,639,951 | 1,585,262 | 1,602,411 | 1,446,436 | 1,724,682 | 1,801,013 | 19.2% |
| Traffic Operations | 1,427,231 | 1,321,107 | 1,415,828 | 1,236,247 | 1,715,787 | 1,771,614 | 38.8% |
| Patrol Services | 4,505,713 | 5,077,727 | 5,700,850 | 5,094,099 | 6,121,237 | 6,332,567 | 20.2% |
| Emergency Preparedness | 49,979 | 44,521 | 81,500 | 34,500 | 83,500 | 83,500 | 142.0% |
| Fire Services | 7,011,100 | 7,330,193 | 7,725,000 | 7,700,000 | 8,000,000 | 8,820,000 | 3.9% |
| Total Public Safety | 18,117,843 | 18,795,500 | 20,343,895 | 19,033,858 | 21,662,657 | 22,918,053 | 13.8% |
| RECREATION & COMMUNITY SERVICES | | | | | | | |
| Administration | 565,365 | 764,947 | 772,201 | 842,762 | 807,256 | 847,854 | -4.2% |
| Facilities | 447,037 | 436,336 | 334,153 | 327,821 | 671,870 | 687,120 | 105.0% |
| Community Events | 93,606 | 84,695 | 17,850 | 9,700 | 33,450 | 33,450 | 244.8% |
| Classes and Camps | 567,092 | 414,413 | 91,155 | 151,152 | 251,725 | 400,780 | 66.5% |
| Tiny Tots | 267,569 | 210,728 | 110,242 | 121,670 | 184,021 | 185,776 | 51.2% |
| Athletics | 131,834 | 104,899 | 42,735 | 39,161 | 180,905 | 185,957 | 362.0% |
| Senior Programs | 333,347 | 255,655 | 423,858 | 201,475 | 335,511 | 343,824 | 66.5% |
| Teen Programs | 63,044 | 41,574 | 2,830 | 1,300 | 7,000 | 7,000 | 438.5% |
| Theater | - | - | - | - | - | - | - |
| Total Recreation & Community Services | 2,468,894 | 2,313,247 | 1,795,024 | 1,695,041 | 2,471,738 | 2,691,761 | 45.8% |
| Total General Fund Expenditures | 37,009,391 | 40,614,453 | 41,483,395 | 40,200,160 | 47,092,815 | 48,665,555 | 17.15% |
| Transfers Out | | | | | | | |
| Capital Improvement Program/Equipment Purchase** | 6,351,918 | 17,639,318 | 10,000,000 | 10,000,000 | - | - | |
| Federal Grant Fund-ARP Act | | | | | 918,229 | 1,504,357 | |
| Community Center Loan | | | 700,000 | 622,090 | 622,090 | 622,090 | |
| 2004 COP Debt Service | 171,880 | 167,200 | 167,400 | 167,400 | 167,400 | 171,875 | - |
| Total Transfers Out | 6,523,798 | 17,806,518 | 10,867,400 | 10,789,490 | 1,707,719 | 2,298,322 | - |
| General Fund Expenditures | \$ 43,533,189 | \$ 58,420,971 | \$ 52,350,795 | \$ 50,989,650 | \$ 48,800,534 | \$ 50,963,877 | - |

*Vacancy Savings factored into each department in FY22 and FY23

**Actual transfer made at year end close

| SEWER FUND | FY2018/19 Actual | FY2019/20 Actual | FY2020/21 Budget | FY2021/22 Proposed Budget | FY2022/23 Proposed Budget |
|--|-----------------------------|-----------------------------|-----------------------------|--|--|
| Beginning Unrestricted Fund Balance | - | - | \$ 10,399,180 | \$ 9,587,866 | \$ 8,727,112 |
| Interest Income | 322,238 | 379,718 | 37,183 | 40,000 | 40,000 |
| Sewer Charges | 6,467,104 | 7,941,618 | 6,416,000 | 8,375,000 | 8,525,000 |
| Sewer Connection Fees | 475 | 475 | 30,000 | 5,000 | 5,000 |
| Sewer Revenues | 6,789,817 | 8,321,811 | 6,483,183 | 8,420,000 | 8,570,000 |
| Sewer Maintenance | 4,827,199 | 5,153,845 | 5,513,696 | 6,598,754 | 6,638,182 |
| Sewer Capital Program | 445,413 | 373,431 | 2,248,000 | 2,682,000 | 4,256,000 |
| Sewer Equipment Purchase | - | - | - | - | - |
| Sewer Expenditures | 5,272,612 | 5,527,276 | 7,761,696 | 9,280,754 | 10,894,182 |
| Ending Unrestricted Fund Balance | - | - | - | \$ 8,727,112 | \$ 6,402,930 |

| SOLID WASTE FUND | FY2018/19 Actual | FY2019/20 Actual | FY2020/21 Budget | FY2021/22 Proposed Budget | FY2022/23 Proposed Budget |
|--|-----------------------------|-----------------------------|-----------------------------|--|--|
| Beginning Unrestricted Fund Balance | - | - | \$ 5,125,024 | \$ 5,430,033 | \$ 5,524,005 |
| Interest Income | \$ 154,463 | \$ 199,030 | \$ 13,905 | \$ 25,000 | \$ 25,000 |
| Administrative Charges | 806,086 | 826,171 | 814,135 | 838,559 | 863,716 |
| AB 939 Fees | 34,565 | 20,930 | 24,613 | 25,354 | 26,112 |
| Solid Waste Revenues | 995,114 | 1,046,131 | 852,653 | 888,913 | 914,828 |
| Solid Waste Administration | 465,528 | 426,097 | 605,881 | 794,941 | 801,803 |
| Ending Unrestricted Fund Balance | - | - | - | \$ 5,524,005 | \$ 5,637,030 |

LEGISLATIVE

The City Council serves as the elected body representing the residents of Los Altos. The City Council is responsible for determining City policies and service standards. Adoption of the two-year Financial Plan by Council allocates the City's financial and human resources to support its goals and objectives for the two-year cycle.



ACCOMPLISHMENTS FOR FY2020-21

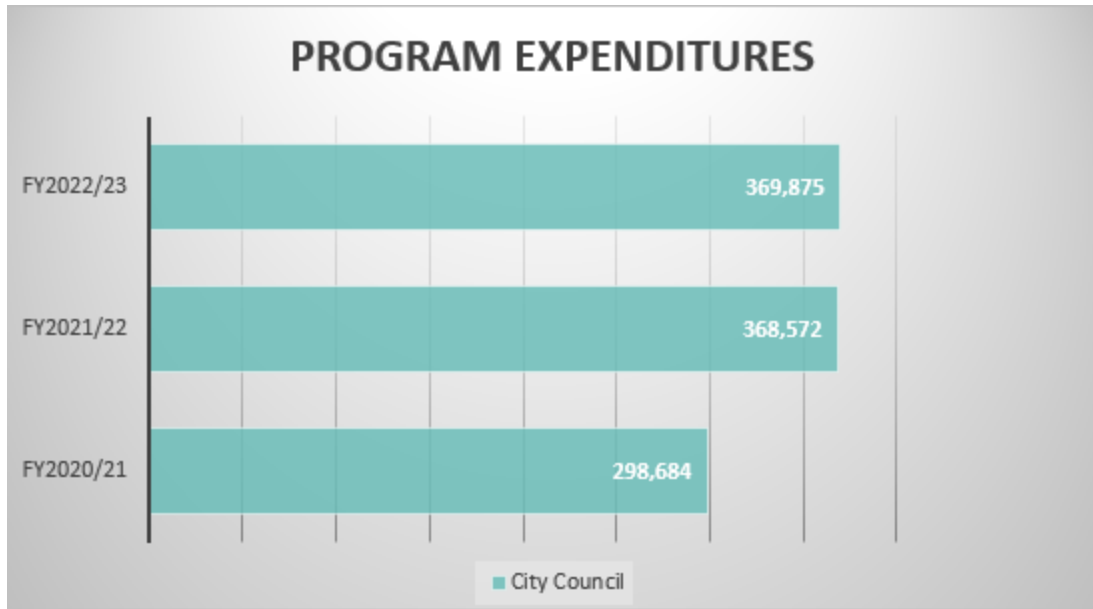
- ❑ The City Council successfully passed the Reach codes, which banned natural gas in new construction.
- ❑ Passed a Tobacco Retailer License to help prevent youth vaping in Los Altos.
- ❑ Denounced Xenophobia and Anti-Asian hate in our community
- ❑ Provided community organizations with \$75,000 to better help residents during the COVID-19 pandemic.
- ❑ Provided Los Altos small businesses with funds to assist them during the COVID-19 pandemic.
- ❑ Approved the Downtown Parklet Program to provide more outdoor dining for residents.
- ❑ Approved the construction contract for and completed construction of the new Los Altos Community Center.

GOALS FOR FY2022-23

- ❑ Update the Housing Element consistent with the housing needs identified in the final Regional Housing Needs Allocation (RHNA)
- ❑ Ensure zoning codes and other land use documents provide objective standards as required by state law while maintaining maximum City discretion.
- ❑ Open the new Los Altos Community Center.
- ❑ Update the City's Climate Action Plan.
- ❑ Provide the community with multiple chances to engage with the Council and ensure that it is a regular part of City activities.
- ❑ Continue to implement recommendations from the Police Taskforce.
- ❑ Recruit a new City Manager to ensure that the City has effective leadership.

LEGISLATIVE

| EXPENDITURES | Fund | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | % Change |
|--------------|---------|-----------|-----------|-----------|-----------|-----------|--------------|
| | | Actual | Actual | Budget | Proposed | Proposed | Over 2020/21 |
| City Council | General | 281,850 | 369,547 | 298,684 | 368,572 | 369,875 | 23.4% |
| | | 281,850 | 369,547 | 298,684 | 368,572 | 369,875 | 23.4% |



| EXPENSE ALLOCATION | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | % Change |
|-----------------------|-----------|-----------|-----------|-----------|-----------|--------------|
| | Actual | Actual | Budget | Proposed | Proposed | Over 2020/21 |
| Salaries and Benefits | 37,242 | 31,000 | 32,684 | 47,572 | 48,875 | 45.6% |
| Services and Supplies | 244,608 | 338,547 | 266,000 | 321,000 | 321,000 | 20.7% |
| | 281,850 | 369,547 | 298,684 | 368,572 | 369,875 | 23.4% |

EXECUTIVE

The Executive Department, led by the City Manager, who is the chief administrative officer of the City, is accountable to the City Council for the performance of the organization. The Executive Department includes the City Attorney, City Clerk, Public Information, Risk Management, Human Resources, and Information Technology.

The City Attorney, appointed by the City Council, is the chief legal advisor to the City Council, City Manager, operating departments and all appointed boards and commissions. Providing a full range of legal services, the City Attorney drafts necessary legal documents, and reviews ordinances, resolutions, contracts, and other documents pertaining to the City's business.

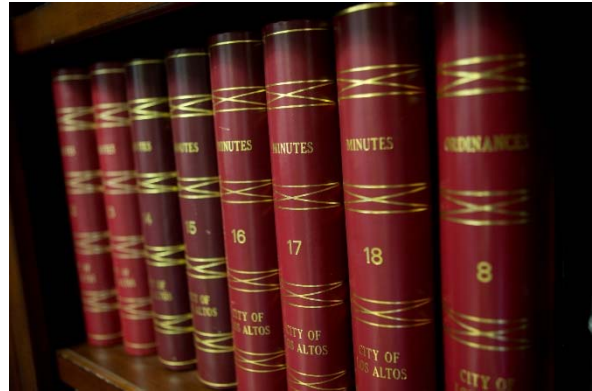
The City Clerk's Office facilitates City Council functions, fulfills legal requirements as set forth in the City Code and State law, and is the historian of the City government, recording official actions and legislation of the Council, documenting meetings, and retaining legal and historical records. The City Clerk also conducts all City elections and serves as the compliance officer for campaign and financial disclosure filings as part of the Political Reform Act.

The Public Information Division works with all City departments to provide proactive communications to the Los Altos community and local media regarding City projects and activities. The Division produces digital, video, and print material about the City of the Los Altos for dissemination to the public. Lastly, they engage the community to allow residents to voice their opinions and for leaders to have a better understanding of resident's wants.

The Risk Management Division works closely with the City Attorney and across departments to mitigate risk and incorporate best practices in risk management programs.

The Human Resources Division oversees the City's employment process including recruitment, employee development and training, payroll support and benefit administration. The division ensures compliance with applicable laws and coordinates the employee evaluation process.

The Information Technology Division maintains the City's network infrastructure and applications to ensure that critical city operations are able to operate 24/7. The division supports technology initiatives within departments to enable greater efficiency through the use of technology.



EXECUTIVE

ACCOMPLISHMENTS FOR FY2020-21

- ❑ Informed the public effectively of changing health policies during the COVID-19 pandemic.
- ❑ Transitioned the City of Los Altos from an in-person workplace to a mostly work from home workplace during the COVID-19 pandemic.
- ❑ Collaborated with the Los Altos Police Department to manage the Police Taskforce.
- ❑ Worked to address the issue of youth vaping by creating a tobacco retailer license and banning electronic cigarette products in Los Altos retailers.
- ❑ Continued to engage with the community about important issues such as the Reach codes, City Council Open Office Hours, and Town Halls.
- ❑ Engaged 300 residents about their opinions on a Fenced-In Dog Park or Off-Leash Dog Area.
- ❑ Implemented best practices in risk management programs.
- ❑ Continued to have a 90% satisfaction rate on OpenGov and hosted two surveys with over 200 responses.
- ❑ Increased City Manager Weekly Update open rate by an average of 10% every week.
- ❑ Increased Twitter followers to 2,294, Nextdoor followers to 16,876 and Facebook followers to 1,436
- ❑ Transitioned the City's Life & Disability Insurance Carrier to provide a greater benefit to employees at no additional cost.
- ❑ Reworked the City's recruitment and onboarding process to allow for virtual options to mitigate the spread of COVID-19.
- ❑ Implemented a new Telework policy as a response to COVID-19.
- ❑ Implemented various Federal & State COVID-19 related laws, including implementation of a COVID Prevention Program and new paid leave benefits.
- ❑ Negotiated new bargaining group contracts with the Los Altos Municipal Employee Association and Los Altos Peace Officers' Association.
- ❑ Quickly implemented technology solutions, including cloud-based communications and VPN gateways, to allow effective and efficient work from home solutions to allow City services to resume shortly after start of COVID-19 Emergency Stay Home orders.
- ❑ Worked with Finance Division on the Financial Enterprise system implementation to upgrade from the old financial system.

EXECUTIVE

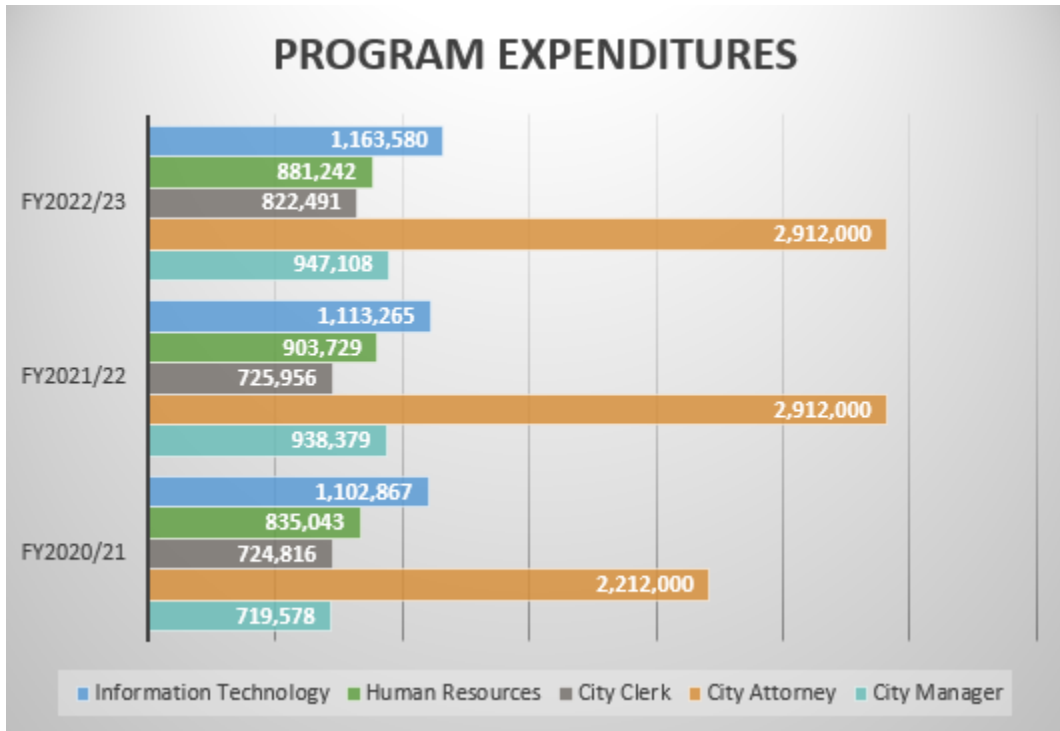
GOALS FOR FY2022-23

- Continue sound management of City resources.
- Continue to inform our residents about the latest COVID-19 regulations and guidelines.
- Improve the City’s website to ensure that residents can stay informed.
- Continue to promote employee professional development opportunities.
- Through the leadership of the Risk Management Committee, continue best practices in risk management programs.
- Support and advance the City Council’s priorities
- Implement new community engagement techniques, while ensuring that our current engagement practices become a way that the City does business.
- Continue to improve communications between City staff, City Council and the community
- Update the City’s Personnel Regulation Manual.
- Implement new employee evaluation process.
- Negotiate a new Teamsters bargaining group contract.
- Continue enhancing the City’s technology infrastructure, including the expansion of door access system, backup capacity, hyperconverged server nodes and desktop virtualization.
- Introduce new tools and technologies to streamline processes and improve productivity.

| POSITIONS | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 |
|------------------------|-----------|-----------|-----------|-----------|-----------|
| City Manager | 4 | 5 | 5 | 5 | 5 |
| City Attorney | - | - | - | - | - |
| City Clerk | 2 | 1 | 1 | 1 | 1 |
| Human Resources | 2 | 2 | 2 | 2 | 2 |
| Information Technology | 3 | 3 | 3 | 3 | 3 |
| Economic Development | - | - | - | - | - |
| | 11 | 11 | 11 | 11 | 11 |

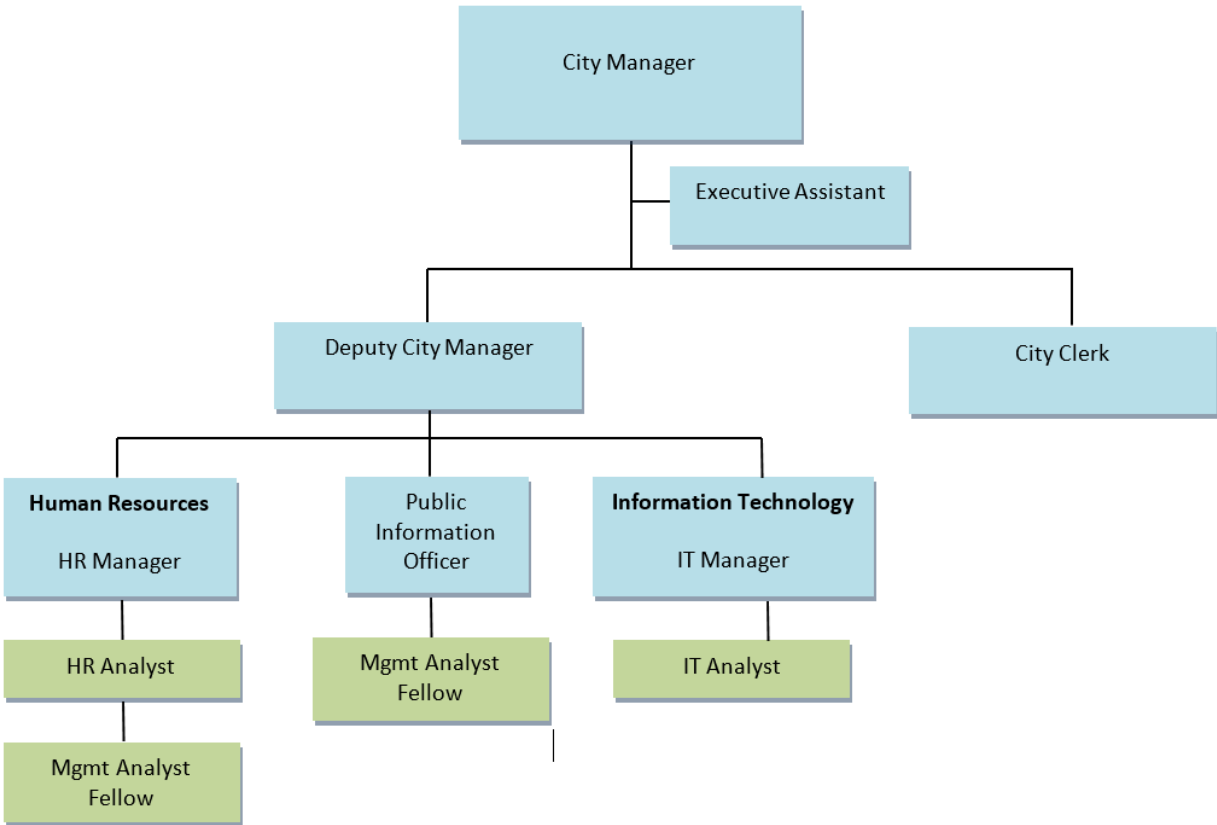
| PROGRAM | | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | % Change |
|------------------------|---------|------------------|------------------|------------------|------------------|------------------|--------------|
| EXPENDITURES | Fund | Actual | Actual | Budget | Proposed | Proposed | Over 2020/21 |
| City Manager | General | 824,092 | 784,828 | 719,578 | 938,379 | 947,108 | 30.4% |
| City Attorney | General | 769,763 | 2,702,717 | 2,212,000 | 2,912,000 | 2,912,000 | 41.6% |
| City Clerk | General | 676,665 | 635,105 | 724,816 | 725,956 | 822,491 | 0.2% |
| Human Resources | General | 689,373 | 157,617 | 835,043 | 903,729 | 881,242 | 8.2% |
| Information Technology | General | 974,804 | 1,080,400 | 1,102,867 | 1,113,265 | 1,163,580 | 0.9% |
| Executive | | 3,934,697 | 5,360,667 | 5,594,304 | 6,593,329 | 6,726,421 | 17.9% |

EXECUTIVE



| EXPENSE ALLOCATION | FY2018/19 Actual | FY2019/20 Actual | FY2020/21 Budget | FY2021/22 Proposed | FY2022/23 Proposed | % Change Over 2020/21 |
|-----------------------|------------------|------------------|------------------|--------------------|--------------------|-----------------------|
| Salaries and Benefits | 2,005,289 | 1,896,212 | 2,270,819 | 2,443,544 | 2,489,044 | 7.6% |
| Services and Supplies | 1,830,719 | 3,335,681 | 3,230,485 | 4,149,785 | 4,237,377 | 28.5% |
| Capital Outlay | 98,689 | 128,774 | 93,000 | - | - | - |
| | 3,934,697 | 5,360,667 | 5,594,304 | 6,593,329 | 6,726,421 | 17.9% |

EXECUTIVE



FINANCE

The Financial Services Department is responsible for meeting the needs of internal City departments and staff, as well as external customers. The Department provides City departments, City Council, and Commissions with the financial resources, policies, and protocols they need to operate effectively.

This department is responsible for the safeguarding of and accounting for the City's financial assets. This includes the development and management of the City's budgets, reporting of financial information to the City Council and various regulatory agencies, completion of the annual audit process, and investment of the City's assets in accordance with the City's investment policy. The department also handles payroll, accounts payable, accounts receivable, cash receipts, and the City's business license office.



ACCOMPLISHMENTS FOR FY2020-21

- ❑ Implemented a new Citywide Financial System that provides the city with more transparency and internal controls. The new system streamlines operations and allows for better tracking of financial data and accessibility to financial data.
- ❑ Successfully onboarded City staff to the new financial software system by providing a series of interactive trainings and tutorial guides.
- ❑ Implemented new Accounts Payable internal procedures to streamline and increase the efficiency of AP processes, resulting in the reduction of the total wait time for vendor payments.
- ❑ Launched new protocols and procedures to increase timely processing of Business Licenses during COVID-19 Stay Home orders.
- ❑ Adopted a Financial Debt Policy to ensure that all loans and debt adopted by the City will be properly regulated.
- ❑ Secured a \$10 million dollar loan for the completion of the Los Altos Community Center.
- ❑ Integrated the Los Altos' Police Department's cash receipt process into the new Citywide financial system, allowing for easier tracking of funds.
- ❑ Improved and reorganized the internal cash receipt process to provide better tracking and oversight of funds.
- ❑ Introduced paperless procedures and processes to several internal accounting activities to encourage the reduction of paper waste.
- ❑ Completed the annual audit process and produced the City's Comprehensive Annual Financial Report for the fiscal year ended June 30, 2020.
- ❑ Received the GFOA's Certificate of Achievement for Excellence in Financial Reporting award for fiscal year ended June 30, 2019.

FINANCE

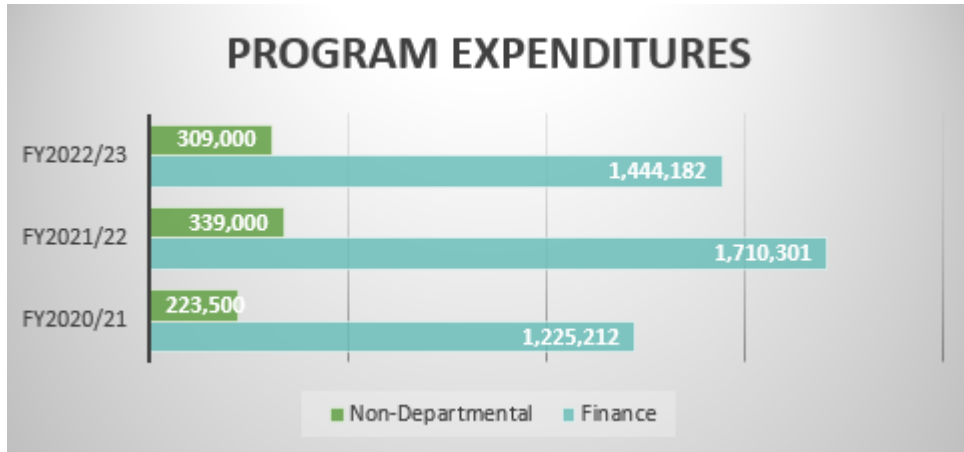
GOALS FOR FY2022-23

- Implement real time dashboard solutions for the City’s website to allow for more public accountability and transparency regarding the City’s financial wellbeing.
- Review and update City financial protocols and procedures to better align with the City’s operations and needs, promote public confidence and provide continuity over time.
- Streamline and update business license webpages, policies and procedures to align with best practices. The process will help ensure that external customers and residents are receiving quality customer service and operations are efficient.
- Develop an online portal for residents and business owners to renew business licenses allowing for faster processing and reduced staffing hours.
- Implement a Cost Allocation Plan and User Fee Study to update the City’s fee schedule.
- Update the financial policies regarding the use of and funding to the Park in Lieu fund.
- Increase the speed and efficiency of the Account Payable process to reduce unnecessary late fees.
- Increase cross training among the Finance staff.

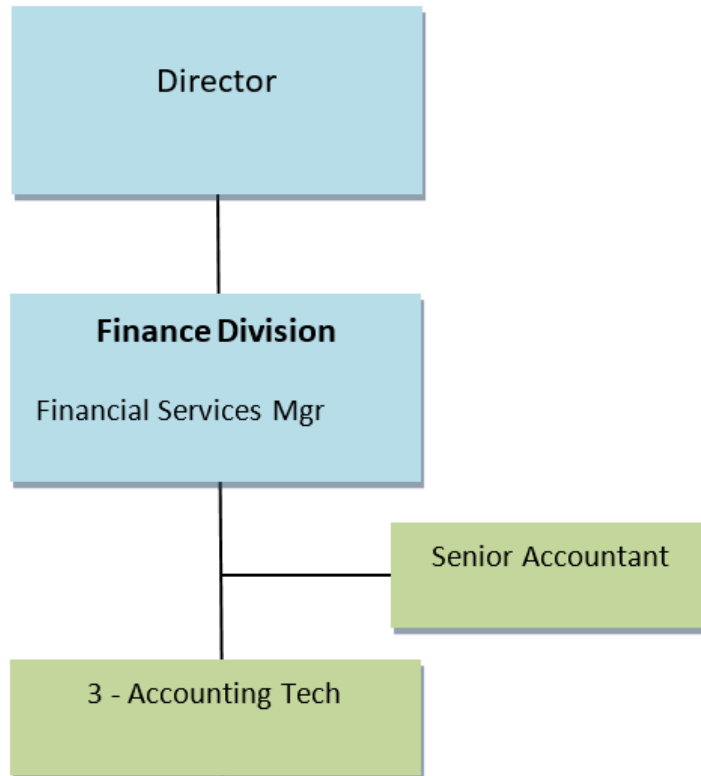
| POSITIONS | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 |
|------------------|------------------|------------------|------------------|------------------|------------------|
| Finance | 6 | 6 | 6 | 6 | 6 |
| | 6 | 6 | 6 | 6 | 6 |

| PROGRAM | | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | % Change |
|---------------------|-------------|------------------|------------------|------------------|------------------|------------------|-----------------|
| EXPENDITURES | Fund | Actual | Actual | Budget | Proposed | Proposed | Over |
| | | | | | | | 2020/21 |
| Finance | General | 1,306,238 | 1,461,069 | 1,225,212 | 1,710,301 | 1,444,182 | 39.6% |
| Non-Departmental | General | 150,101 | 477,079 | 223,500 | 339,000 | 309,000 | 51.7% |
| Finance | | 1,456,339 | 1,938,148 | 1,448,712 | 2,049,301 | 1,753,182 | 41.5% |

FINANCE



| EXPENSE ALLOCATION | FY2018/19 Actual | FY2019/20 Actual | FY2020/21 Budget | FY2021/22 Proposed | FY2022/23 Proposed | % Change Over 2020/21 |
|-----------------------|------------------|------------------|------------------|--------------------|--------------------|-----------------------|
| Salaries and Benefits | 959,279 | 951,566 | 860,697 | 1,047,281 | 1,085,157 | 21.7% |
| Services and Supplies | 497,059 | 986,582 | 588,015 | 1,002,020 | 668,025 | 70% |
| TOTAL | 1,456,338 | 1,938,148 | 1,448,712 | 2,049,301 | 1,753,182 | 41.5% |



COMMUNITY DEVELOPMENT

The Community Development Department is comprised of the Building, Economic Development, Environmental and Planning Divisions in an integrated effort responsibly manage physical and economic change as it occurs in the City.

The Building Division is responsible for performing architectural and structural plan checks, scheduling and performing building inspections, and providing general customer information services, in addition to updating and administering the California Building Code and amendments to this code that are specific to the City of Los Altos.



The Economic Development Division serves as a liaison between businesses, commercial districts, and city government; providing support and assistance to both existing businesses and prospective businesses looking to locate or improve their services in the City. The goal of this Division is to preserve and enhance the business climate, which helps support the overall financial stability of the City so that befitting levels of service can be provided across the community.

The Environmental Division is committed to maintaining the City as a sustainable and healthy place to live, learn, work and play for all the community members. The Environmental Division is responsible for managing and tracking progress on the City's Climate Action Plan, which defines strategies to reduce greenhouse gas emissions, and provides residents, businesses and schools with programs and services focused on energy efficiency, renewable energy, water conservation, alternative transportation and other sustainable actions. It also assists in the management of the City's waste disposal services and takes steps to help ensure state and federal requirements are met to protect the creeks that run through the City and prevent stormwater runoff pollutants from entering storm drain systems which drain to these local creeks and the San Francisco Bay.

The Planning Division is responsible for the development, administration, and application of programs guiding the physical development of Los Altos, using the General Plan goals, policies, and implementation measures to develop regulations that provide a framework for land use decisions and development review, neighborhood and business district Specific Plans, policy documents such as Architectural Design Guidelines, and the City's Zoning Ordinance. The Division also performs land use and environmental review of development proposals and public information services, including front counter, telephone and email support, staff-level project management, and pre-application development review. The Division supports the Historical, Design Review, and Planning Commissions, as well as the City Council. Division staff further administers the affordable housing, tree protection, historic preservation, flood plain, sign ordinance, and Climate Action Plan programs.

COMMUNITY DEVELOPMENT

ACCOMPLISHMENTS FOR FY2020-21

- Provided continued assistance and entitlement processing for Los Altos Community Center
- Implement and support adopted City priorities
- Continue evaluation/implementation of the permit tracking software system
- Maintain pace with current development application levels
- Maintain full staffing levels
- Incorporated an Environmental Division into the Community Development Department, assumed staffing responsibilities for the Environmental Commission and hired an environmental coordinator to manage this Division
- Maintain fully-allocated cost recovery for the Department Developed and received approval for the following zoning code and general plan amendments:
 - 2019 California Uniform Building Codes with provisions specific to City
 - Updated to accessory dwelling unit regulations
 - Short-term rental prohibition regulations
 - Cannabis regulations
- Developed an ordinance that will help preserve public park lands
- Updated tree removal notification policy
- Implemented new permit tracking software
- Achieved full staffing levels in all three divisions of the department
- Provided continued assistance and construction permit processing for the Los Altos Community Center
- Processed the entitlement applications for the Emergency Operations Center structure
- Identified and finalized an agreement with a consultant team to develop objective standards and worked with the Planning Commission in its review of these standards and development of a recommendation to the City Council
- Coordinated with County Office of Supportive Housing on an affordable housing project at 330 Distel Circle and assisted in the selection of an affordable housing developer
- Assisted in the drafting of reach codes and obtaining approval of these codes, which require the use of electric appliances
- Developed on-line submittal processes and requirements for the Building and Planning Divisions of the Department
- Developed and obtained City Council approval of a parklet program
 - In conjunction with the Engineering Department developed outdoor dining program to address needs of businesses during the pandemic

COMMUNITY DEVELOPMENT

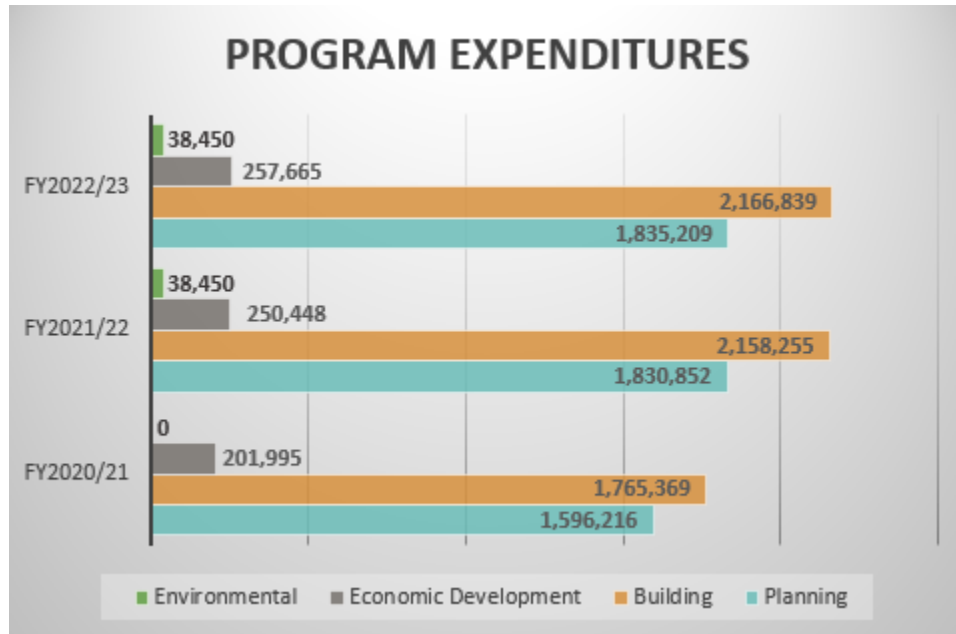
GOALS FOR FY2022-23

- Develop new building code regulations in line with State updates
- Implement and support adopted City priorities
- Continue evaluation/implementation of the permit tracking software system
- Maintain pace with current development application levels
- Maintain full staffing levels
- Maintain fully-allocated cost recovery for the Department
- Complete the Housing Element update
- Release a Request for Proposals (RFP) for the Los Altos General Plan Update
- Work with the Finance Department to prepare a fee study to create an advance planning fee.

| POSITIONS | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 |
|----------------------|-----------|-----------|-----------|-----------|-----------|
| Planning | 7 | 8 | 8 | 8 | 8 |
| Building Inspection | 7 | 7 | 7 | 7 | 7 |
| Economic Development | 1 | 1 | 1 | 1 | 1 |
| | 15 | 16 | 16 | 16 | 16 |

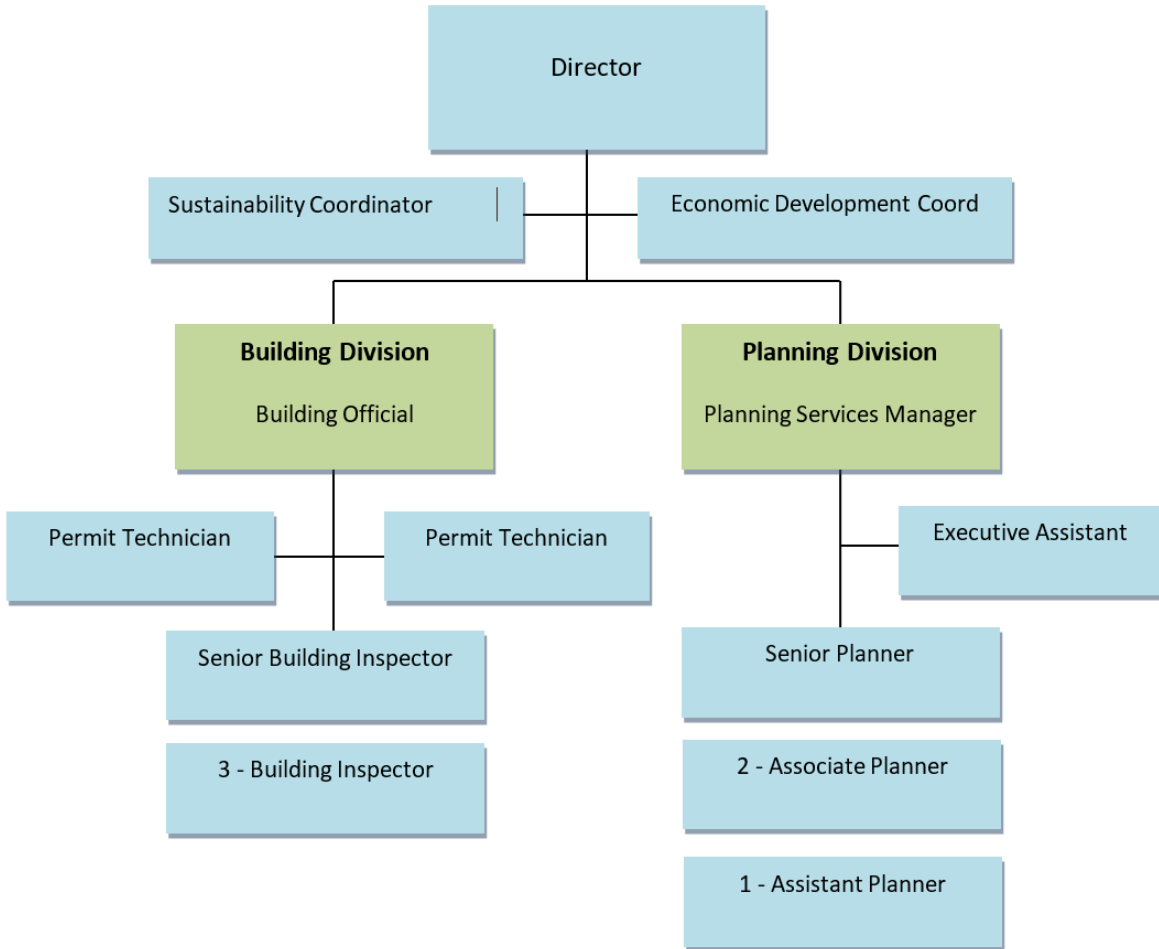
| PROGRAM | | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | % Change Over 2020/21 |
|-----------------------|---------|-----------|-----------|-----------|-----------|-----------|-----------------------------|
| EXPENDITURES | Fund | Actual | Actual | Budget | Proposed | Proposed | |
| Planning | General | 1,407,702 | 1,511,972 | 1,596,216 | 1,830,852 | 1,835,209 | 14.7% |
| Building | General | 1,528,765 | 1,460,662 | 1,765,369 | 2,158,255 | 2,166,839 | 22.3% |
| Environmental | General | 0 | 0 | 0 | 38,450 | 38,450 | #DIV/0! |
| Economic Development | General | 196,478 | 184,785 | 201,995 | 250,448 | 257,665 | 24.0% |
| Community Development | | 3,132,945 | 3,157,419 | 3,563,580 | 4,278,005 | 4,298,163 | 20.0% |

COMMUNITY DEVELOPMENT



| EXPENSE ALLOCATION | FY2018/19 Actual | FY2019/20 Actual | FY2020/21 Budget | FY2021/22 Proposed | FY2022/23 Proposed | % Change Over 2020/21 |
|-----------------------|------------------|------------------|------------------|--------------------|--------------------|-----------------------|
| Salaries and Benefits | 2,313,267 | 2,453,052 | 2,727,945 | 2,680,945 | 2,777,703 | -1.7% |
| Services and Supplies | 807,367 | 704,367 | 835,635 | 1,592,060 | 1,515,460 | 90.5% |
| Capital Outlay | 12,311 | - | - | 5,000 | 5,000 | - |
| Total | 3,132,945 | 3,157,419 | 3,563,580 | 4,278,005 | 4,298,163 | 20.0% |

COMMUNITY DEVELOPMENT



ENGINEERING SERVICES

The Engineering Services Department provides stewardship of the City's infrastructure through its four divisions: Facilities and Special Projects, Transportation Services, Utilities & Environment, and Development Engineering, including initiatives and infrastructure improvements related to the Council goals and objectives.

The Facilities and Special Projects Division is responsible for the planning, design and construction of new facilities and the repair and rehabilitation of existing facilities and other special projects.



The Transportation Services Division provides multi-modal transportation solutions that enable safe access and travel for pedestrians, bicyclists, transit users, and motorists; coordinates connectivity across jurisdictional boundaries; and oversees transportation-related capital improvements.

The Utilities & Environment Division oversees the City's solid waste, sewer and stormwater programs, including the planning, design, permitting and construction of new infrastructure and the repair and rehabilitation of existing infrastructure. They also manage all permitting, environmental monitoring, reporting, and rate setting for the programs.

The Development Engineering Division reviews development and renovation plans for private property; reviews and issues excavation permits for utility work and encroachment permits for various types of work in the public right-of-way, inspects construction work on private property and the public right-of-way, and provides knowledgeable counter service at City Hall and service via Ring Central video meetings and telephone calls.

ACCOMPLISHMENTS FOR FY2020-21

- ❑ Successfully launched Open Streets Los Altos in response to COVID-19, which enabled Downtown businesses to operate outdoors and provided a safe walking environment for customers and the general public
- ❑ Launched a Temporary Parklet Program, which allows Los Altos restaurants to safely serve patrons outdoors per the COVID-19 health order restrictions
- ❑ Substantially completed construction of the new Los Altos Community Center
- ❑ Substantially completed the Lincoln Park Utility Undergrounding Project along University Avenue
- ❑ Completed the new signs and furnishings installation at Veteran's Community Plaza at Main and State Streets
- ❑ Kicked off the Complete Streets Master Plan and conducted community outreach meetings in neighborhoods around Los Altos that are targeted for pedestrian and bicycling safety improvements and safer routes to schools

ENGINEERING SERVICES

- ❑ Completed the Annual Street Resurfacing and Slurry Seal Projects that improved streets around Los Altos
- ❑ Completed the Cuesta Drive Traffic Calming Project
- ❑ Completed the El Monte Sidewalk Gap Closure Project
- ❑ Installed bike lane improvements on Almond Avenue, Covington Road, and Homestead Road
- ❑ Supported the County of Santa Clara in its completion of the Foothill Expressway Widening Project between El Monte Avenue and San Antonio Road
- ❑ Replaced 5,100 lineal feet of sanitary sewer pipelines, and made numerous spot repairs, to maintain healthy conveyance of wastewater to the Regional Water Quality Control Plant in Palo Alto
- ❑ Performed video inspections of over 20 miles of sanitary sewer pipelines
- ❑ Performed 700 plan checks, inspected 1,300 construction sites, and issued 660 excavation permits

GOALS FOR FY2022-23

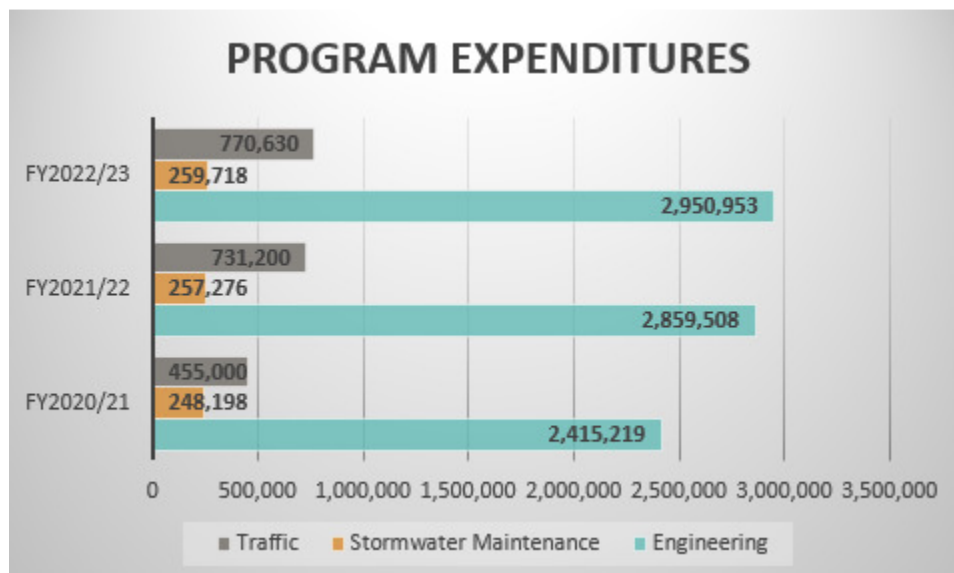
- ❑ Furnish and commission the new Los Altos Community Center
- ❑ Complete the Complete Streets Master Plan and begin to carry out implementation of its recommendations
- ❑ Implement the Annual Street Resurfacing and Slurry Seal Projects to maintain streets and alleyways around Los Altos, along with the Fremont Avenue Pavement Rehabilitation Project
- ❑ Develop a plan to address long-term cumulative traffic impacts from development projects
- ❑ Award a contract to construct a new Emergency Operations Center
- ❑ Award a contract to rehabilitate the Fremont Pedestrian Bridge
- ❑ Award a contract to rehabilitate the lighted pedestrian crosswalks
- ❑ Implement stormwater Municipal Regional Permit requirements and continue efforts to meet the goal of 100% trash load reduction or no adverse impact to receiving waters from trash by July 1, 2022
- ❑ Continue implementation of Sanitary Sewer Master and Management Plans to maintain serviceability of the sewer system and reduce Sanitary Sewer Overflows
- ❑ Continue to work with the solid waste collection service provider to maintain a high level of service and exceed state waste diversion mandates

ENGINEERING SERVICES

| POSITIONS | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 |
|----------------------------|-----------|-----------|-----------|-----------|-----------|
| Engineering/Traffic | 12.75 | 11.75 | 13 | 13 | 13 |
| Stormwater Maintenance | - | 0.75 | 0.25 | 0.25 | 0.25 |
| Solid Waste Administration | - | - | 0.25 | 0.25 | 0.25 |
| Sewer Administration | 1.25 | 1.5 | 0.5 | 0.5 | 0.5 |
| | 14 | 14 | 14.0 | 14.0 | 14.0 |

| PROGRAM | | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | % Change Over 2020/21 |
|----------------------------|------------|-----------|-----------|-----------|-----------|-----------|-----------------------|
| EXPENDITURES | Fund | Actual | Actual | Budget | Proposed | Proposed | |
| Sewer Maintenance | Enterprise | 5,323,245 | 5,030,208 | 5,513,696 | 5,803,813 | 5,836,379 | 5.3% |
| Solid Waste Administration | Enterprise | 465,528 | 426,098 | 605,881 | 794,941 | 801,803 | 31.2% |
| | | 5,788,773 | 5,456,306 | 6,119,577 | 6,598,754 | 6,638,182 | 7.8% |

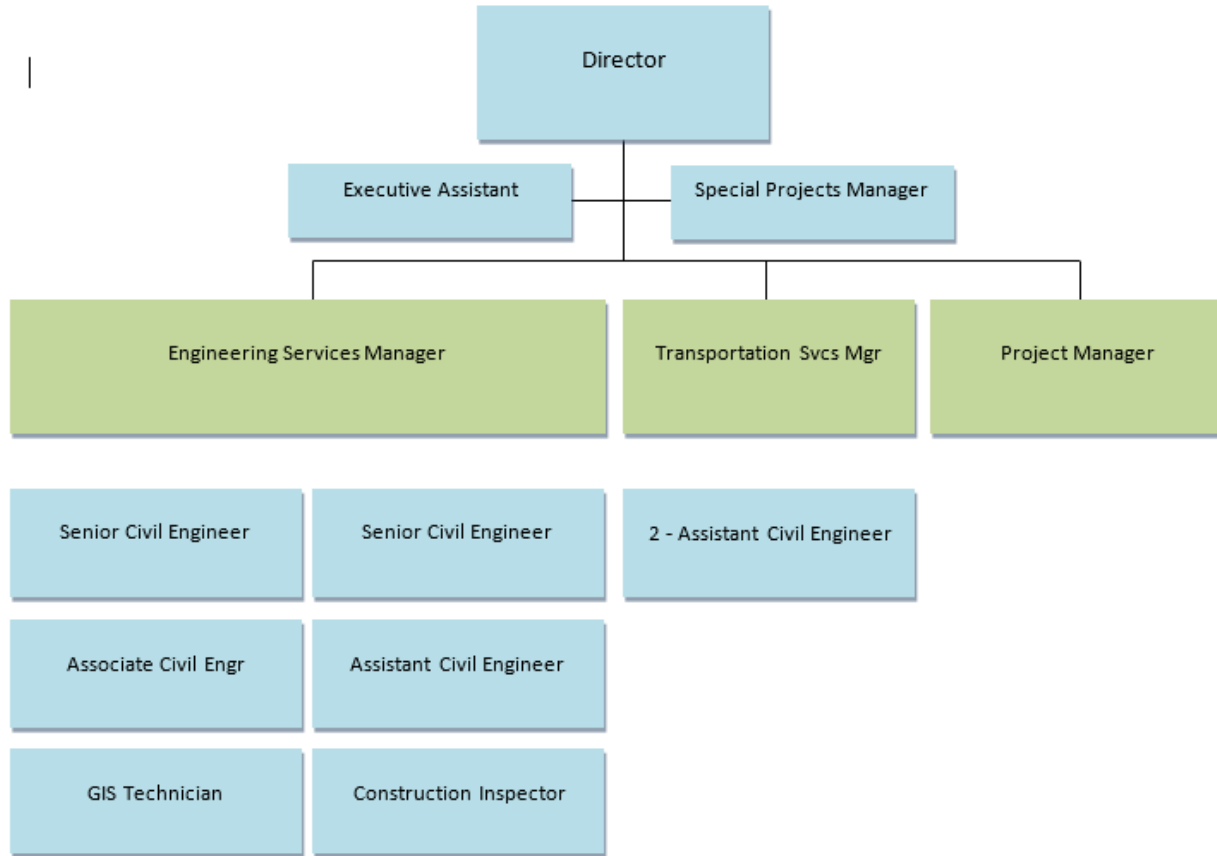
| PROGRAM | | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | % Change Over 2020/21 |
|------------------------|---------|-----------|-----------|-----------|-----------|-----------|-----------------------|
| EXPENDITURES | Fund | Actual | Actual | Budget | Proposed | Proposed | |
| Engineering | General | 1,909,795 | 2,241,013 | 2,415,219 | 2,859,508 | 2,950,953 | 18.4% |
| Stormwater Maintenance | General | 171,435 | 123,036 | 248,198 | 257,276 | 259,718 | 41.6% |
| Traffic | General | 252,222 | 300,902 | 455,000 | 731,200 | 770,630 | 60.7% |
| Engineering | | 2,333,452 | 2,664,951 | 3,118,417 | 3,847,984 | 3,981,301 | 23.4% |



ENGINEERING SERVICES

| EXPENSE ALLOCATION | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | % Change Over 2020/21 |
|-----------------------|-----------|-----------|-----------|-----------|-----------|-----------------------------|
| | Actual | Actual | Budget | Proposed | Proposed | |
| Salaries and Benefits | 1,759,939 | 2,090,570 | 2,391,267 | 2,652,394 | 2,736,556 | 10.9% |
| Services and Supplies | 572,989 | 574,381 | 727,150 | 1,195,590 | 1,244,745 | 64.4% |
| Capital Outlay | 524 | - | - | - | - | - |
| | 2,333,452 | 2,664,951 | 3,118,417 | 3,847,984 | 3,981,301 | 23.4% |

ENGINEERING SERVICES



MAINTENANCE SERVICES

The Maintenance Services Department provides preventative and on-call maintenance services to the City's streets, parks, trees wastewater collection/storm drainage collection systems, building facilities, fleet and equipment.

The Maintenance Services Department responsibilities include:

The Streets Division inspects and maintains 104 miles of City streets to ensure safe conditions for motorists, bicyclists and pedestrians; responds to roadway issues, such as potholes; installs, repairs and replace street name and regulatory signs; inspects and cleans all storm drain catch basins, locates and clears storm water outfalls into creeks and addresses flow line and drainage problems. Repairs and maintains City owned street lighting.

The Parks Division maintains 52.5 acres of City Parks and 42 acres of City landscape boulevards.

Sewer Division maintains 108 miles of sewage collection system and responds on a 24-hour basis to all sewer related residential and business calls; maintains 6.3 miles of creeks and 55 miles of storm drainpipes & 3 lift stations.

Facility Maintenance maintains 136,000 square feet of City buildings/facilities; regular maintenance and inspection to ensure buildings meet Fire Department and Health Department requirements.

Fleet provides automotive/equipment maintenance and repairs for 71 City-owned or leased vehicles.

All Divisions of the Department work together to manage and complete maintenance projects as well as assisting Engineering in major Capital Improvement Projects.



MAINTENANCE SERVICES

ACCOMPLISHMENTS FOR FY2020-21

- Inspected and certified 70 city owned backflows in-house.
- Assisted County with Foothill Expressway Project. (on-going)
- Responded and repaired 15 emergency irrigation repairs caused by vehicle accidents and or contractors.
- Responded to 52 emergency tree calls during and after hours.
- Removal of 36 diseased or dead trees.
- Planted 26 trees as replacements or new locations.
- Working together with CANOPY organization in planting new residential street trees.
- Responded to 283 sewer lateral calls.
- Flushed 623,128 ft of sewer line.
- Root Foamed 118,536 ft. of sewer line to mitigate root infiltration.
- Responded to 13,128 Underground Service Alerts (USA) tickets.
- Implemented a new paperless Dig Alert system allowing staff to more efficiently mark the large number of USA tickets and eliminate the heavy use of paper.
- Managed the On-call Spot Repair contract in which 654' of sewer line was televised, 4 laterals were replaced, and one of the City pump stations was cleaned and inspected.
- Crack sealed 14 lane miles of City roads, reducing asphalt deterioration and prolonging the life of the roads.
- Located and cleared 146 storm water outfalls into City Creeks, eliminating major flooding during severe storms.
- Cleaned and inspected 1,950 storm water catch basins.
- Installed French drain around the perimeter of the Historic Halsey House to prevent water infiltration and protect against future flooding in that area.
- Installed physical signs and road striping for Safe Routes to School and Traffic Calming projects.
- Installed and maintained sanitizing stations, personal protective barriers and other COVID-19 related items in compliance with County workplace and public facility guidelines related to the pandemic.
- Replaced furnaces at Grant Park facilities and the Underground at Shoup Park.
- Completed LED lighting conversions at the History Museum and Grant Park facilities
- Installed new flooring in Youth Center restrooms.
- Installed rain shield at the Main Library outdoor walkway in response to County pandemic restrictions on indoor gathering.
- Did repair work on the Halsey House roof to eliminate water intrusion, enabling the removal of tarps.
- Worked with Recreation and Community Services Department to roll out the Park Memorial Bench program.

MAINTENANCE SERVICES

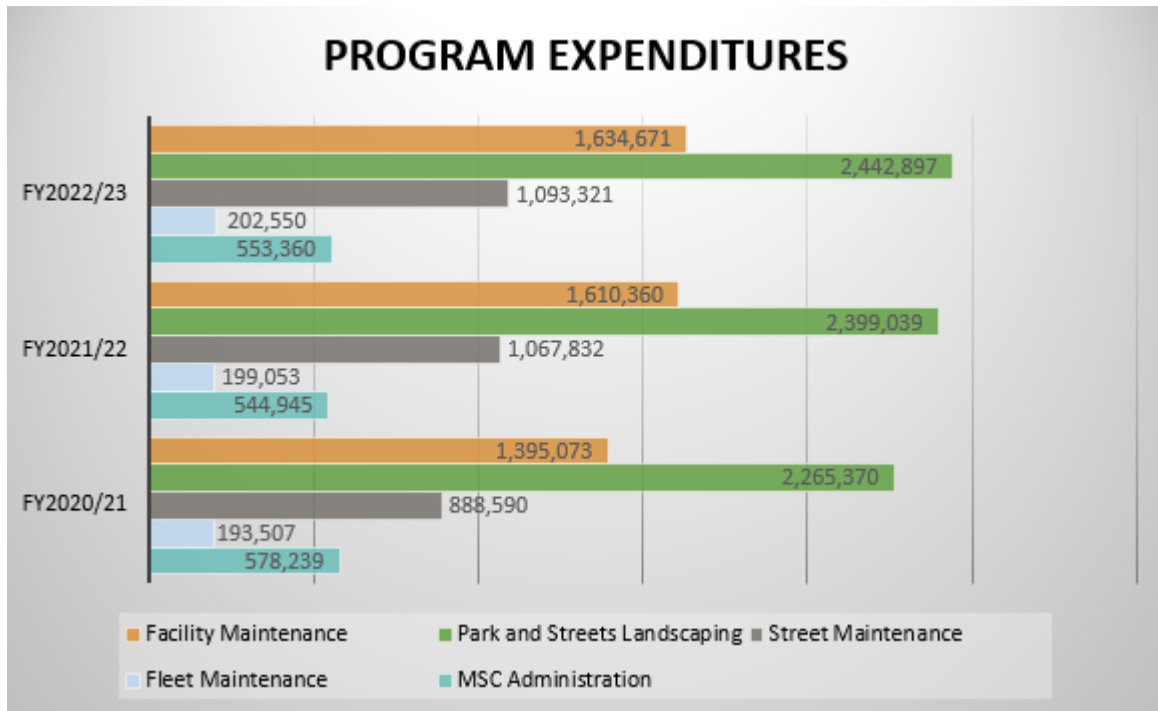
GOALS FOR FY2022-23

- Continue as part of the project management team for the new Los Altos Community Center, scheduled for opening in Summer 2021 consistent with City Council priority
- Update the City Facilities Assessment and implement Facility Maintenance equipment Replacement Program, consistent with Council objectives.
- Continue implementation of Sanitary Sewer Master Plan and Sanitary Sewer Management Plan to maintain serviceability of the sewer system and reduce Sanitary Sewer Overflows.
- Implement a new asset management computer system to better manager city-owned facilities and infrastructure.
- Continue efforts to maximize tree plantings as appropriate and keep all City owned trees in the healthiest condition.
- Improve the condition and extend the life of City Roadways through continued crack sealing and asphalt repairs where possible.
- Continue to thoroughly clean and inspect the City’s Storm Water System, eliminating major flooding and reducing pooling.
- Clean unnecessary brush and dead trees in Redwood Grove to reduce fire hazards.

| POSITIONS | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 |
|------------------------------|-----------|-----------|-----------|-----------|-----------|
| MSC Administration | 2 | 2 | 2 | 2 | 2 |
| Fleet Maintenance | 1 | 1 | 1 | 1 | 1 |
| Street Maintenance | 7 | 7 | 7 | 7 | 7 |
| Park and Streets Landscaping | 13 | 13 | 13 | 13 | 13 |
| Facility Maintenance | 5 | 5 | 5 | 5 | 5 |
| Sewer Maintenance | 6 | 6 | 6 | 6 | 6 |
| | 34 | 34 | 34 | 34 | 34 |

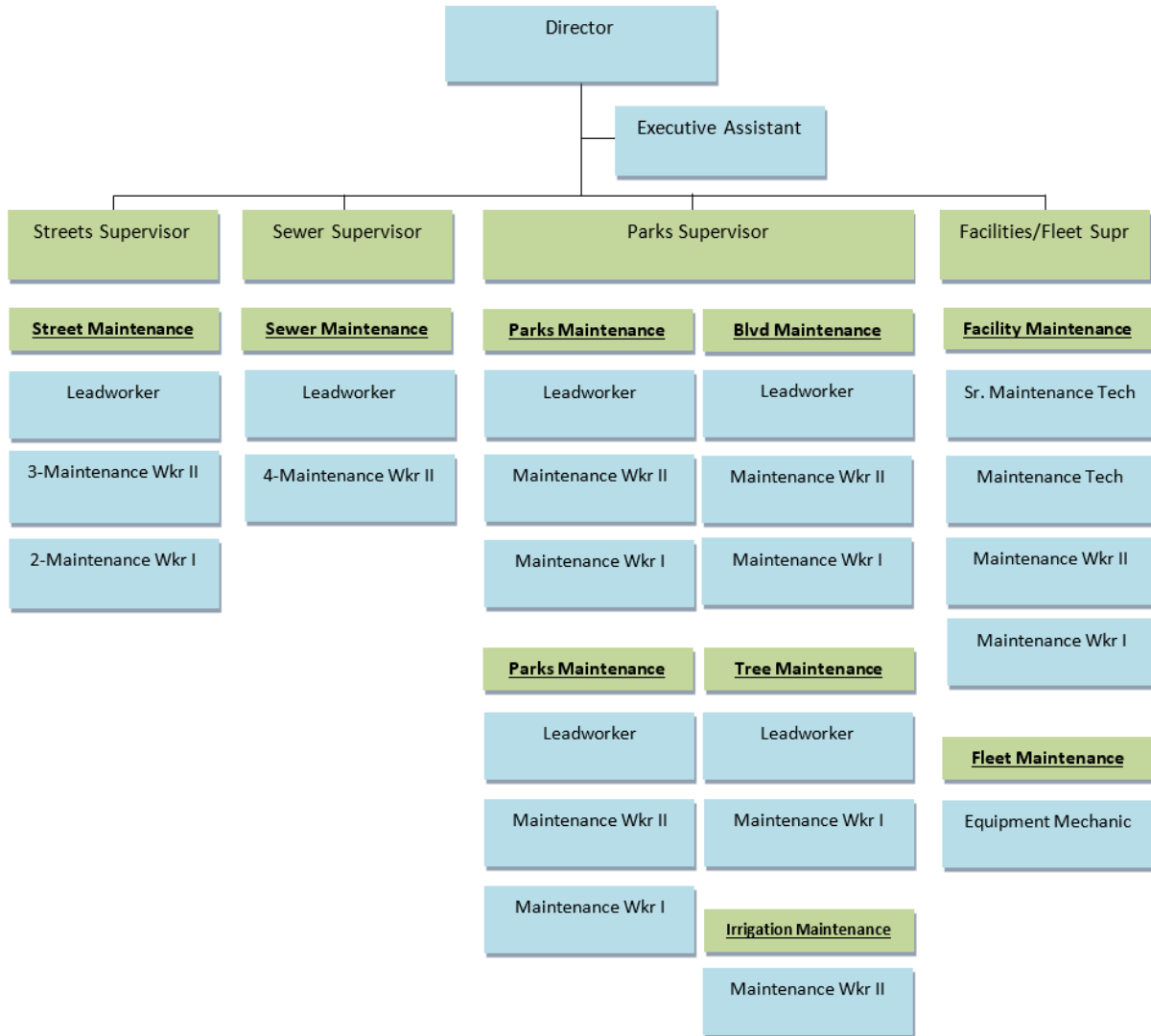
| PROGRAM EXPENDITURES | Fund | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | % Change |
|---------------------------------|---------|------------------|------------------|------------------|------------------|------------------|-----------------|
| | | Actual | Actual | Budget | Proposed | Proposed | Over 2020/21 |
| MSC Administration | General | 598,058 | 551,235 | 578,239 | 544,945 | 553,360 | -5.8% |
| Fleet Maintenance | General | 178,017 | 171,257 | 193,507 | 199,053 | 202,550 | 41.6% |
| Street Maintenance | General | 881,350 | 876,553 | 888,590 | 1,067,832 | 1,093,321 | 41.6% |
| Park and Streets Landscaping | General | 2,498,745 | 2,384,869 | 2,265,370 | 2,399,039 | 2,442,897 | 41.6% |
| Facility Maintenance | General | 1,126,836 | 1,184,105 | 1,395,073 | 1,610,360 | 1,634,671 | 15.4% |
| Maintenance Services | | 5,283,006 | 5,168,019 | 5,320,779 | 5,821,229 | 5,926,799 | 9.4% |

MAINTENANCE SERVICES



| EXPENSE ALLOCATION | FY2018/19 Actual | FY2019/20 Actual | FY2020/21 Budget | FY2021/22 Proposed | FY2022/23 Proposed | % Change Over 2020/21 |
|-----------------------|------------------|------------------|------------------|--------------------|--------------------|-----------------------|
| Salaries and Benefits | 3,326,159 | 3,367,741 | 3,486,019 | 3,810,993 | 3,916,563 | 9.3% |
| Services and Supplies | 1,956,847 | 1,800,278 | 1,834,760 | 2,010,236 | 2,010,236 | 9.6% |
| Total | 5,283,006 | 5,168,019 | 5,320,779 | 5,821,229 | 5,926,799 | 9.4% |

MAINTENANCE SERVICES



PUBLIC SAFETY

The Police Department is a vibrant, progressive, and professional organization dedicated to fostering and maintaining community partnerships. These partnerships promote an enhanced quality of life for our community and ensure that the City of Los Altos remains a great place to live and raise a family. We are committed to our community's public safety priorities - Child and School Safety, Traffic Safety, Safe and Secure Neighborhoods, Safe Shopping Districts, and Emergency Preparedness.



The core services provided by the Department are: response to emergency and non-emergency calls for service; proactive identification of criminal activity, traffic safety, investigation of crime and prosecution of criminals, 911 call taking and emergency dispatch services, training of personnel, crime prevention and community outreach, code enforcement, maintenance of records, property and evidence control and emergency preparedness.

ACCOMPLISHMENTS FOR FY2020-21

Continued to focus on our Community Priorities

□ Child and School Safety

- The SRO continued to instruct school staff on “Run, Hide, Defend,” a curriculum designed and approved by the Santa Clara County Police Chiefs Association and the Santa Clara County Office of Education. The program is designed to show participants how to react and protect themselves during an "active shooter" or "active assailant" event.
- The School Resource Officer also implemented portions of the Stanford Toolkit curriculum to educate young people on dangers of tobacco use.

□ Traffic Safety

- Traffic Division worked with Engineering to assist with the resurfacing and striping of Almond Avenue and the reconfiguration of Cuesta Drive; and worked with County Roads and Airports for the Foothill/El Monte expansion project (El Monte Avenue to Edith Avenue).
- The Traffic Division worked with city Engineering to address enforcement of left turns, U-turns and educational outreach during the city’s Open Streets event.
- The Traffic Division supported the 2020 Farmer’s Market and the adjusted 2020 Festival of Lights Parade.

PUBLIC SAFETY

ACCOMPLISHMENTS CONTINUED

- Safe and Secure Neighborhoods
 - Overall, there was nearly a 34% decrease in burglaries and a 30% decrease in vehicle thefts between 2019 and 2020.
 - The Department continues to offer crime prevention tips through the monthly Crime Prevention newsletter, City Manager weekly updates, social media platforms and Neighborhood Watch meetings, upon request. The department continues to offer trainings and meetings live, in a virtual format.
- Safe Shopping Districts
 - The Department has been working with local business organizations to strengthen crime prevention and emergency preparedness efforts within the business community. Department members presented at both LAVA and Chamber of Commerce meetings.
 - The Department teamed up with City personnel, LAVA, and the Chamber of Commerce to design and implement Open Streets Los Altos and the parklet program to allow for the safe reopening of businesses during the pandemic.
- Emergency Preparedness
 - The Department, along with the City's Community Emergency Preparedness Coordinator, has worked closely with the community as the Los Altos PREPARES Program continues to develop.
 - In FY 2019/20 the City offered a second round of the Community and Emergency Preparedness Grant Program. The program generated a variety of creative ideas surrounding Neighborhood Watch and Emergency Preparedness. In FY 20/21, the program was offered in a new format to encourage preparedness during challenges presented by the COVID-19 pandemic.
 - Through the Los Altos PREPARES program, department members offered webinars on Crime Prevention and emergency preparedness to residents, business owners and faith-based organizations.
 - The program continued to offer virtual training opportunities to community volunteers (Hams, CERTs and BATs) to engage residents and keep the community prepared.

PUBLIC SAFETY

ACCOMPLISHMENTS CONTINUED

- Enhanced Community Policing and Customer Service efforts
 - Not to be sidetracked by the pandemic, the department continued community outreach efforts with its first ever “*Chat with the Chief*” event. This was one of our most successful webinars. Chief Galea was able to address the community on common concerns including COVID-19 response, social unrest and crime trends. This was a facilitated discussion in a public webinar format. More than 100 residents signed in for the event.
 - The prior success of our *Pumpkin Carving with a Cop* event continued in 2020 with a virtual offering. Young people tuned in to the live event and were still able to carve their pumpkins alongside the officers, who were competing for the best carved pumpkin. After community voting, the winning officer was later announced on our social media channels.
 - A Pack the Patrol Car event netted two vehicles full of school supplies for low-income students. A second event during the Christmas Tree lighting ceremony collected warm jackets for students in need.
 - Furthering transparency, the department has made several enhancements to the website, bringing the most critical information of public interest to the forefront.
 - The department began collecting data designated by the *Racial and Identity Profiling Act* (RIPA) of 2015. In response to community concerns generated by events across the nation, the Police Chief directed the implementation of equipment and technology to collect the data one year earlier than required by the state. The data will be made available in an annual report provided by the state.

ACCOMPLISHMENTS CONTINUED

□ Citizens' Police Task Force

- In September of 2020, Los Altos City Council members formed the Citizens Police Task Force to review specified police practices in the interest of further building trust, transparency, and accountability within the police department. The task force met for a period of 6 weeks and worked with police department staff to understand policies and practices related to the School Resource Officer Program, as well as the police complaint intake process. The task force heard testimonies from members of the public and ultimately provided recommendations to City Council. City Council directed the Police Department to initiate the following changes, all of which have been implemented:
 - The School Resource Officer program has been removed from the Los Altos High School.
 - Intake of personnel complaints against police officers was enhanced:
 - Online intake options are prominently displayed on the department's website.
 - The complaint process is explained on the website, as well as in a downloadable complaint brochure.
 - Brochures & complaint forms are available at alternate locations, such as City Hall and libraries and prominently displayed in the department's holding facility.
 - Complaint forms are available in WEBFORM or fillable PDF.
 - Complaints may be submitted via email PoliceFeedback@losaltosca.gov, webform, in person, via phone or via a 3rd party..
 - Police complaints may be submitted to an independent intake official (IIO), who contracts with the city of Los Altos.
 - The IIO can receive complaints via email.
 - Complaints are shared between the independent intake official (IIO) and the police department administrative staff.
 - Complaint demographic data is collected and stored in a database, which tracks both [INFORMAL](#) and [FORMAL](#) complaints.
 - The IIO will summarize complaints in an annual report.

PUBLIC SAFETY

ACCOMPLISHMENTS CONTINUED

- Expanded outreach and strengthened community partnerships related to Mental Health and Domestic Violence Issues
 - The Police Department has 100% of sworn Police Officers trained in CIT (Crisis Intervention). This training provides officers with necessary skills to mediate incidents involving mentally ill persons. The program also provides valuable de-escalation techniques to enhance the safety of officers and the public alike.
 - The Department continues to build on its relationship with WomenSV in providing resources to assist victims of domestic violence. Ruth Darlene of WomenSV provided training to department members surrounding recognition and prevention of domestic violence.
- Continued implementation of the Tri-City virtual consolidation Project
 - The cities have selected a vendor to replace the current Records Management. This system will enhance the department's record management capabilities and provide additional tools for officers in the field, included field-based report writing.

GOALS FOR FY2022-23

- Maintain focus on our Community Priorities:
 - Child and School Safety
 - Traffic Safety
 - Safe and Secure Neighborhoods
 - Safe Shopping Districts
 - Emergency Preparedness
- Implement Enhancements to the department's training program, specifically focused on diversity, fair and impartial policing, de-escalation and hate crimes.
- The Traffic Division will continue to coordinate with City Engineering and the Complete Streets Commission to improve overall pedestrian/bicycle safety for travel to/from schools. The city is currently evaluating different areas to add a "cycle track" (2-way bicycle lane) in front of various school routes, including Grant (frontage) Road. This includes evaluation of existing flow, consideration of the schools' hybrid schedules, etc.
- Work with Information Technology to enhance the technological capabilities of public safety in Los Altos.
 - Finalize implementation of the Tri-City virtual consolidation Records Management System (RMS) Project
 - Complete an upgrade to the Computer Aided Dispatch (CAD) system and in car Mobile Data Terminals (MDT) including new hardware.
 - Implement online reporting feature for Code Enforcement issues and selected property crimes.

PUBLIC SAFETY

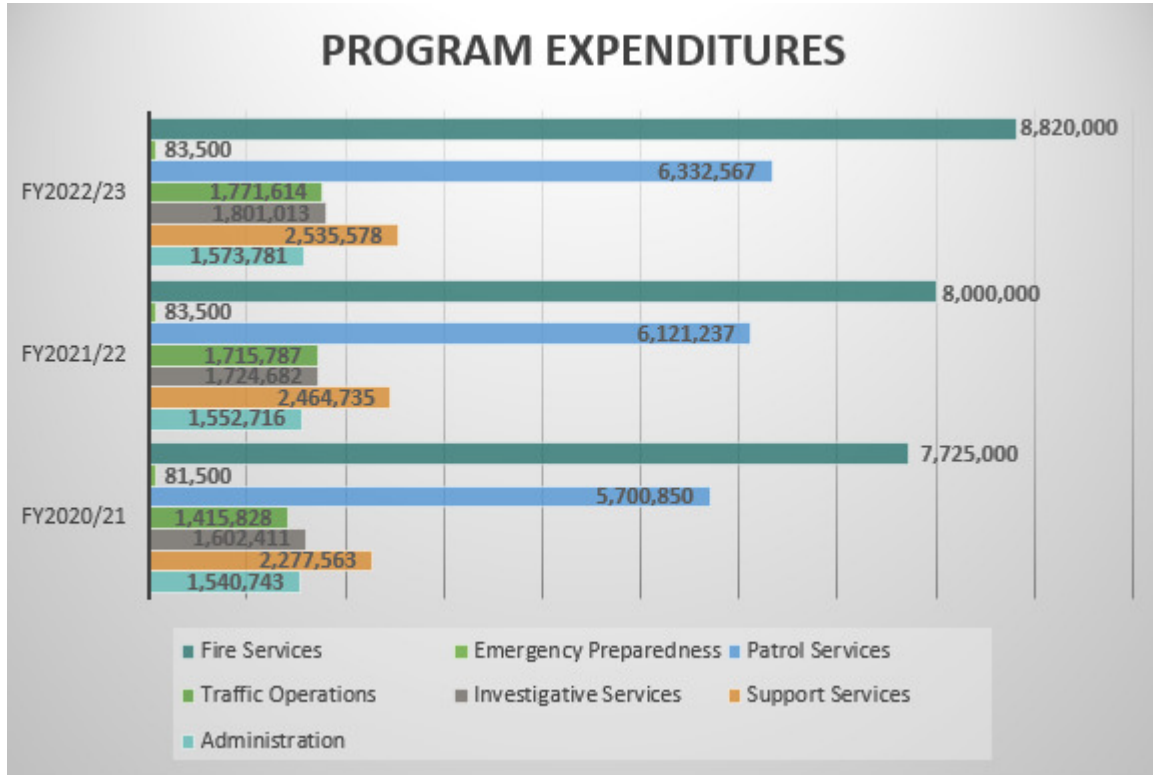
GOALS CONTINUED

- Emergency Preparedness program enhancements
 - The Community Emergency Preparedness Coordinator will continue to work under the direction of the Police Department to enhance emergency preparedness and crime prevention. The Department will seek to facilitate a stronger partnership between the community BAT and Neighborhood Watch programs.
 - The city is exploring new technology to integrate the city’s GIS system with communications between DSW volunteers and city staff during emergencies.
 - Efforts to further engage the business community in both emergency preparedness and crime prevention will continue.

| POSITIONS | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 |
|------------------------|-----------|-----------|-----------|-----------|-----------|
| Administration | 5 | 5 | 5 | 5 | 5 |
| Patrol Services | 19 | 19 | 19 | 19 | 19 |
| Support Services | 11 | 11 | 11 | 11 | 11 |
| Investigative Services | 7 | 8 | 8 | 8 | 8 |
| Traffic Operations | 4 | 4 | 4 | 4 | 4 |
| Emergency Preparedness | - | - | - | - | - |
| | 46 | 47 | 47 | 47 | 47 |

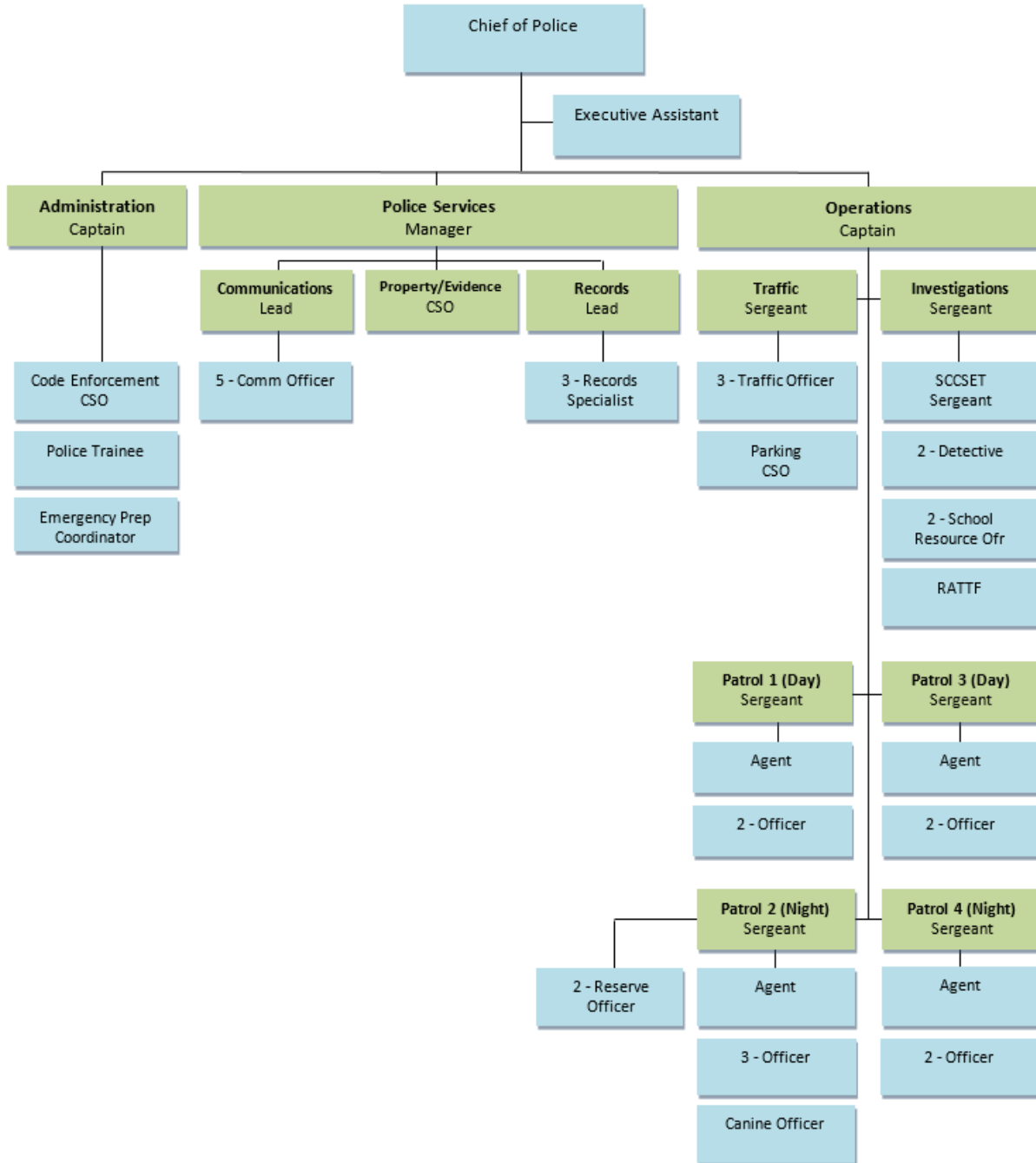
| PROGRAM | FUND | FY2018/19 Actual | FY2019/20 Actual | FY2020/21 Budget | FY2021/22 Proposed | FY2022/23 Proposed | % Change |
|------------------------|---------|---------------------|---------------------|---------------------|-----------------------|-----------------------|-----------------|
| | | | | | | | Over 2020/21 |
| Administration | General | 1,461,888 | 1,509,942 | 1,540,743 | 1,552,716 | 1,573,781 | 0.8% |
| Support Services | General | 2,021,981 | 1,926,748 | 2,277,563 | 2,464,735 | 2,535,578 | 8.2% |
| Investigative Services | General | 1,639,951 | 1,585,263 | 1,602,411 | 1,724,682 | 1,801,013 | 7.6% |
| Traffic Operations | General | 1,427,231 | 1,321,107 | 1,415,828 | 1,715,787 | 1,771,614 | 21.2% |
| Patrol Services | General | 4,505,772 | 5,077,725 | 5,700,850 | 6,121,237 | 6,332,567 | 7.4% |
| Emergency Preparedness | General | 49,978 | 44,521 | 81,500 | 83,500 | 83,500 | 2.5% |
| Fire Services | General | 7,011,100 | 7,330,193 | 7,725,000 | 8,000,000 | 8,820,000 | 3.6% |
| Public Safety | | 18,117,901 | 18,795,499 | 20,343,895 | 21,662,657 | 22,918,053 | 6.5% |

PUBLIC SAFETY



| EXPENSE | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | % Change |
|-----------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------|
| ALLOCATION | Actual | Actual | Budget | Proposed | Proposed | Over |
| | | | | | | 2020/21 |
| Salaries and Benefits | 9,632,097 | 10,162,719 | 10,938,645 | 12,003,957 | 12,454,503 | 9.7% |
| Services and Supplies | 8,485,804 | 8,632,780 | 9,405,250 | 9,658,700 | 10,463,550 | 2.7% |
| | 18,117,901 | 18,795,499 | 20,343,895 | 21,662,657 | 22,918,053 | 6.5% |

PUBLIC SAFETY



RECREATION & COMMUNITY SERVICES

The Recreation & Community Services Department offers a wide variety of recreational opportunities for the Los Altos community. This includes: classes, programs, and activities for all ages, interests and abilities—pre-k, youth, teen, adults and adult 50+; park and facility rental reservations; a robust volunteer program (MVP); a recreation based preschool program; and an array of free community events. The department supports five City Commissions: Library, Parks & Recreation, Public Arts, Senior, and Youth.



Recreation & Community Service's budget for 2022/23 reflects a balanced approach to department expenditures—utilizing internal and contracted classes, programs and services. The budget reflects funding for supplies, facility requirements and needs, and the use of full and part-time staff. The department operates in a friendly, professional manner with a strong focus on providing the Los Altos community with outstanding customer service. The department endeavors to anticipate, adapt, and keep pace with the ever-changing trends, community needs, and priorities.

Through innovation and with a strong sense of teamwork, the Recreation & Community Services Department successfully responded to the COVID-19 Pandemic beginning in March 2020 by continuing to offer recreational opportunities through virtual events, programs, community engagement, and commission meetings. In addition to offering a Virtual Recreation Center, the limited staff assisted the community with access to vital information and referral resources through a general community and adult 50+ phone hotlines.

As the department transitions from the COVID-19 pandemic, to the opening of a modern, state-of-the-art, sustainable community center, the department will optimize equal access and will continue to create community through people, parks and programs.

ACCOMPLISHMENTS FOR FY2020-21

- ❑ Launched new recreation registration and facility rental software.
- ❑ Continued participation on the Project Management Team for the new community center construction.
- ❑ Transitioned recreation operations to the Grant Community Center and The Underground during construction of the new community center.
- ❑ Successfully transitioned to virtual programs and events during the COVID-19 Pandemic, and assisted the Los Altos community by providing Information and Adult 50+ referral hotlines.
- ❑ Completed an Organizational and Community Center assessment, with the assistance of Blue Point Planning, to prepare for the opening and operation of the new Los Altos Community Center.
- ❑ Halsey House review including joint meeting with Historical Commission.
- ❑ Review of Bocce Ball donation leading to scheduling a Grant Park Master Plan process.

RECREATION & COMMUNITY SERVICES

- Reaffirmed Resolution no. 2017-07, supporting the City’s commitment to a diverse, supportive, inclusive, and protective community.
- Community center update and virtual tour with the Youth, Senior, Library, Parks & Recreation Commissions, and Design Development Working Group.
- Launched Hillview Baseball Field Off-Leash Dog Pilot Program on April 1, 2021.
- Review of 2012 Park Plan update leading to recommendation to conduct a comprehensive parks and recreation master plan update.
- Hosted an environment themed youth art competition in March 2021, funded by a Silicon Valley Clean Energy Education Grant.

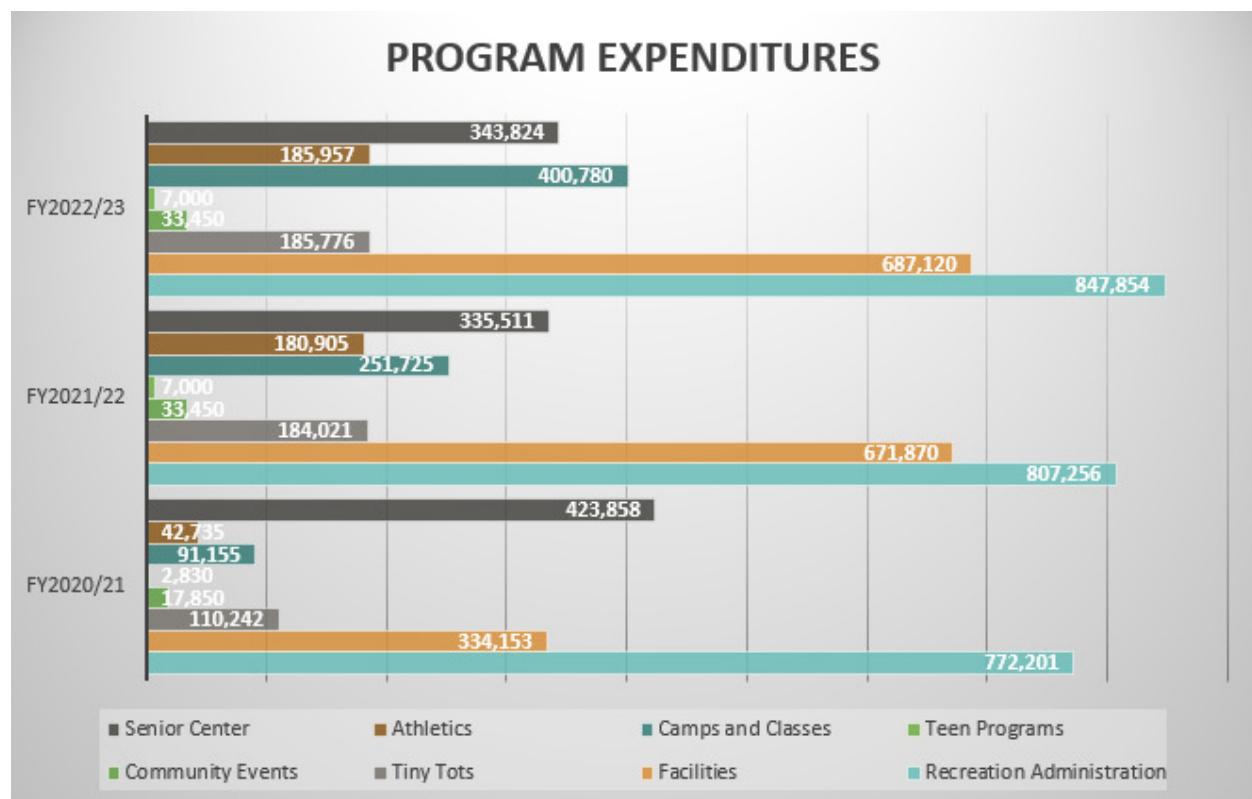
GOALS FOR FY2022-23

- Host a Grand Opening and successfully open the new Los Altos Community Center, with consideration to implementing transitional change as it relates to the COVID-19 Pandemic.
- Rebrand the teen and adult programs and events to increase participation.
- Increase park and facility rental reservations by 15%.
- Collaborate with Police Department to offer joint programs and events.
- Evaluate Off-Leash Pilot Program and forward recommendation to City Council including possible expansion of program.
- Work with Engineering Services and Maintenance Services Departments to prioritize and execute Capital Improvement Program, including future scheduling of the Grant Park Master Plan and a comprehensive Parks & Recreation Master Plan Update.

| POSITIONS | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 |
|---------------------------|-----------|-----------|-----------|-----------|-----------|
| Recreation Administration | 2.5 | 2.5 | 2.5 | 2.5 | 2.5 |
| Facilities | 2 | 2 | 2 | 2 | 2 |
| Tiny Tots | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 |
| Community Events | - | - | - | - | - |
| Performing Visual Arts | - | - | - | - | - |
| Teen Programs | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 |
| Camps and Classes | 0.75 | 0.75 | 0.75 | 0.75 | 0.75 |
| Athletics | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| Senior Center | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 |
| | 8 | 8 | 8 | 8 | 8 |

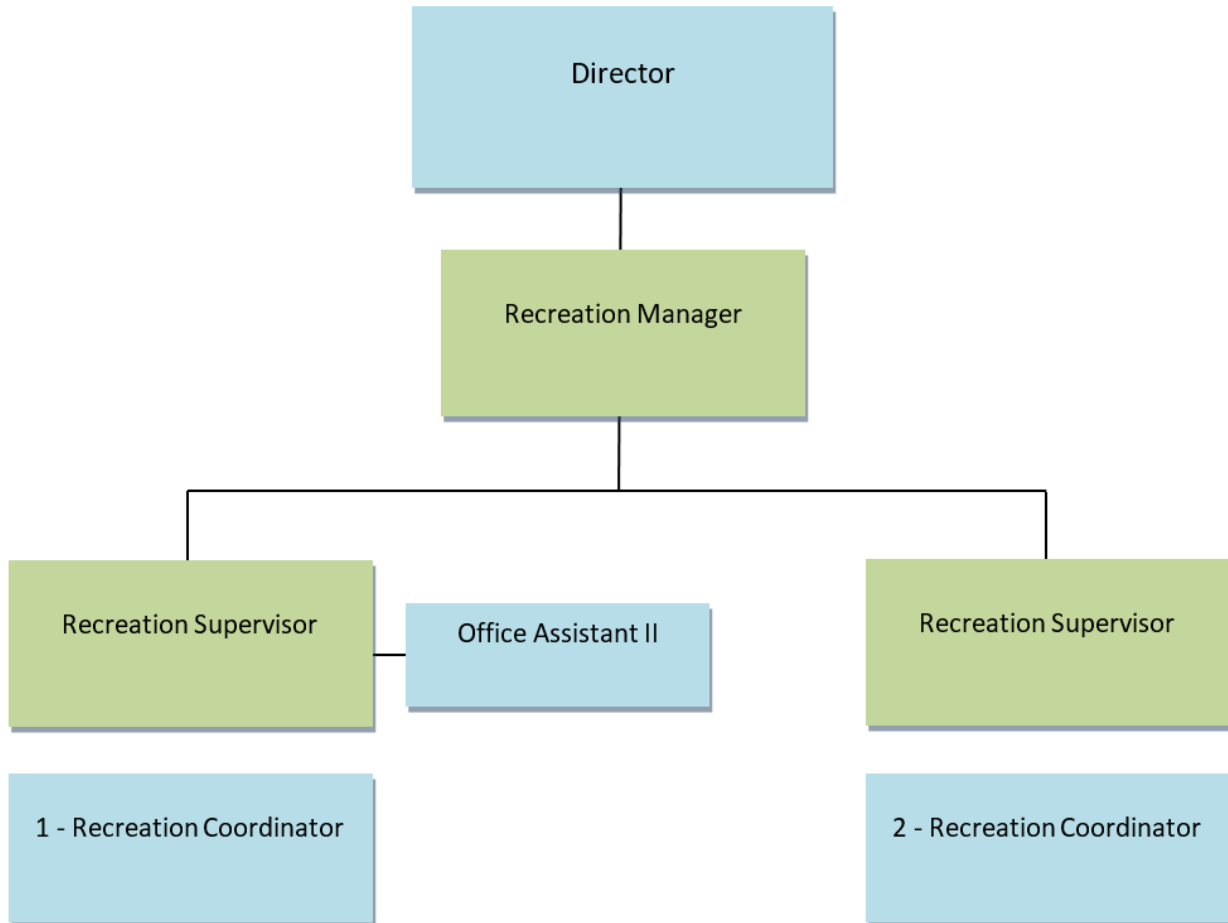
RECREATION & COMMUNITY SERVICES

| PROGRAM EXPENDITURES | Fund | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | % Change Over 2020/21 |
|---------------------------|---------|-----------|-----------|-----------|-----------|-----------|-----------------------------|
| | | Actual | Actual | Budget | Proposed | Proposed | |
| Recreation Administration | General | 565,365 | 764,947 | 772,201 | 807,256 | 847,854 | 4.5% |
| Facilities | General | 447,038 | 436,336 | 334,153 | 671,870 | 687,120 | 101.1% |
| Tiny Tots | General | 267,569 | 210,727 | 110,242 | 184,021 | 185,776 | 66.9% |
| Community Events | General | 93,606 | 84,696 | 17,850 | 33,450 | 33,450 | 87.4% |
| Teen Programs | General | 63,044 | 41,574 | 2,830 | 7,000 | 7,000 | 147.3% |
| Camps and Classes | General | 567,092 | 414,412 | 91,155 | 251,725 | 400,780 | 176.2% |
| Athletics | General | 131,834 | 104,899 | 42,735 | 180,905 | 185,957 | 323.3% |
| Senior Center | General | 333,347 | 255,658 | 423,858 | 335,511 | 343,824 | -20.8% |
| | | 2,468,895 | 2,313,249 | 1,795,024 | 2,471,738 | 2,691,761 | 37.7% |



| EXPENSE ALLOCATION | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | % Change Over 2020/21 |
|-----------------------|-----------|-----------|-----------|-----------|-----------|-----------------------------|
| | Actual | Actual | Budget | Proposed | Proposed | |
| Salaries and Benefits | 1,354,503 | 1,518,355 | 1,369,324 | 1,753,173 | 1,800,833 | 28.0% |
| Services and Supplies | 1,114,393 | 794,894 | 425,700 | 718,565 | 890,928 | 68.8% |
| | 2,468,896 | 2,313,249 | 1,795,024 | 2,471,738 | 2,691,761 | 37.7% |

RECREATION & COMMUNITY SERVICES





**5-YEAR CAPITAL
IMPROVEMENT PLAN (CIP)**

Heritage Orchard

GUIDE TO THE 5-YEAR CIP

INTRODUCTION

The Capital Improvement Program (CIP) identifies the City’s capital investments over a five-year term. It is both a fiscal and strategic device that allows for the planning, scoping, prioritization and monitoring of all capital projects. The document quantifies and defines costs, funding sources, departmental responsibilities, project phases and timing. Each year the CIP is reviewed and updated as part of the City-wide financial planning and goal-setting process. At the same time, it sets a vision for long-term planning. It is also valuable as a community outreach and communications tool as it speaks to major tax dollar investments that are placed in direct and very visible City-wide infrastructure improvements. Such projects involve larger dollar expenditures that normally have a long useful life cycle.

The CIP includes five years of projected capital needs, the first year of which will be appropriated within the annual budget process. Dollars in the first year of the five-year CIP will be authorized for spending in the project planning, bidding and award process. The remaining four years of the CIP serve as a proposed financial plan subject to annual review.

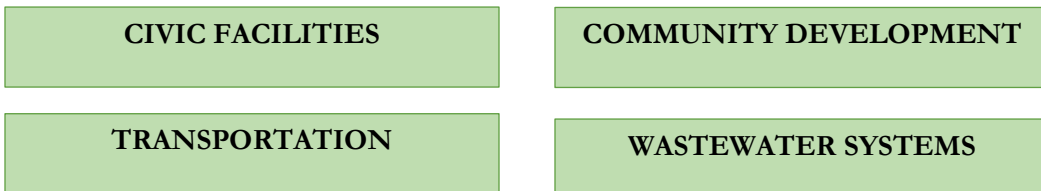
HOW THIS DOCUMENT IS ORGANIZED

The CIP is broken down into three major sections. The first section is a high-level overview that describes projects from a variety of informational perspectives. In this section, projects are presented by year, by category and by funding source. Each project has been assigned a categorical priority designed to support the City’s overall goals. In doing so, capital projects have been assigned one of the four following priority classifications:

- Health & Safety
- Asset Preservation
- Efficiencies/Cost Savings
- Quality of Life

Guide to The Five-Year CIP

The second section provides a detailed description for each capital project within an improvement area or category. These categories are designed to emphasize the particular infrastructure needs of Los Altos, as noted below:



GUIDE TO THE 5-YEAR CIP

Civic Facilities: Includes general upkeep, repair and replacement of parks, buildings and associated infrastructure and amenities in support of the wide variety of services the City provides to the community.

Community Development: Includes general infrastructure, civic planning, storm drain, technology enhancements and facilities of a general service nature. Examples include bridges, lighting and median landscaping, technology, communications, master plan and special project studies.

Transportation: Includes roadway enhancements and improvements geared towards pedestrian and bicycle safety, and efficient traffic flow. Upgrade and maintenance is a core part of this category, as well as signal lighting, street striping, traffic calming measures and intersection improvements

Wastewater Systems: Includes improvements to maintain and improve essential sewer systems vital in the preservation of health and safety. This is a highly regulated and environmentally-sensitive area and exists in a self-sustaining fee-based model.

Each of the project descriptions within the various service areas display projected costs for each of the next five years including the proposed allocation for FY 2017/18, planned costs for the following four years, a brief description of each project, the identified area of priority/benefit and a brief commentary of the status of ongoing and current expenditures. For projects where the operational cost impact is known, this information is also included in the description. Inflationary factors are also included where appropriate. All active and proposed projects are developed into individual five-year project formats.

The Capital Improvement Program is an invaluable component of the City’s effort to provide a safe, healthy and attractive community.

HEALTH & SAFETY

Transportation Improvements
 Streets & Roadways
 Pedestrian & Pathway
Wastewater System Improvements
Safety Communications

ENSURING QUALITY OF LIFE

Community Development
 Technology & Infrastructure
 Public Safety Communications
Civic Facilities
 Recreation/Parks/Trails
 Municipal Facilities

ASSET PRESERVATION

Road Resurfacing
Slurry Seal
Facility Maintenance

EFFICIENCY

Technology
Geographic Mapping
Long Term Planning

GUIDE TO THE 5-YEAR CIP

CIP REVENUE SOURCES

HOW CIP PROJECTS ARE FINANCED

When it comes to CIP projects, many cities like Los Altos, have had to develop a series of internal and external funding mechanisms. This is because local government resources are limited in nature. Many funding sources are restricted in use and subject to discretionary State subventions. Furthermore, local government revenues are highly sensitive to economic movement and prospects for increases are few and far between. As a result, Los Altos has funded a core percentage of general service improvements from its General Fund, placing such resources in direct competition with operational needs.

Wherever possible, the City seeks out external funding sources. These sources, which are restricted to specific application areas, are defined below:

RESTRICTED REVENUE FUNDS

Roadways & Traffic

- Gas Tax - Financing is provided by the City's share of the State tax on gasoline, which can only be used for the research, planning, construction, improvement, maintenance, and operation of public streets and highways or public mass transit corridors.
- Transportation Grants - Grant funding from State and Federal sources that can only be used for transportation improvement projects in the City's rights-of-way. Grants of this type in the Silicon Valley have originated from such agencies as the Valley Transit Authority, Federal Stimulus Funds, and the Metropolitan Transit Commission, among others.
- Traffic Impact Fees - Developer fees in the form of Traffic Impact Fees (TIF) can assist in the area of traffic capacity and flow. TIF funds are generated through the increase in residential housing living units and can be applied to traffic impacts with a focus on enhancing traffic flow and calming measures. Such fees are designed to have developers contribute towards the impact of growth in the local jurisdiction.
- State Traffic Development Act Funds - The Transportation Development Act (TDA) provides two major sources of funding for public transportation: the Local Transportation Fund (LTF) and the State Transit Assistance fund (STA). These funds are for the development and support of public transportation needs that exist in California and are allocated to areas of each County based on population, taxable sales and transit performance. The allocation of these funds is discretionary at the State level.

Community Facilities

- Park-In-Lieu Fees - Funding for open space and parks and recreation facilities can be derived from State and Federal grants and/or mostly developer fees. Developer fees in this area, referred to as Park-in-lieu Fees (PIL), are generated based on the growth in the number of livable housing units and can be applied to the acquisition, design, construction or repair of parks and recreation properties and facilities.

Enterprise Funds

- Wastewater - Funding from the services rendered on a user surcharge basis to residents and businesses located in Los Altos and municipal service charges to Los Altos Hills for their

■ GUIDE TO THE 5-YEAR CIP

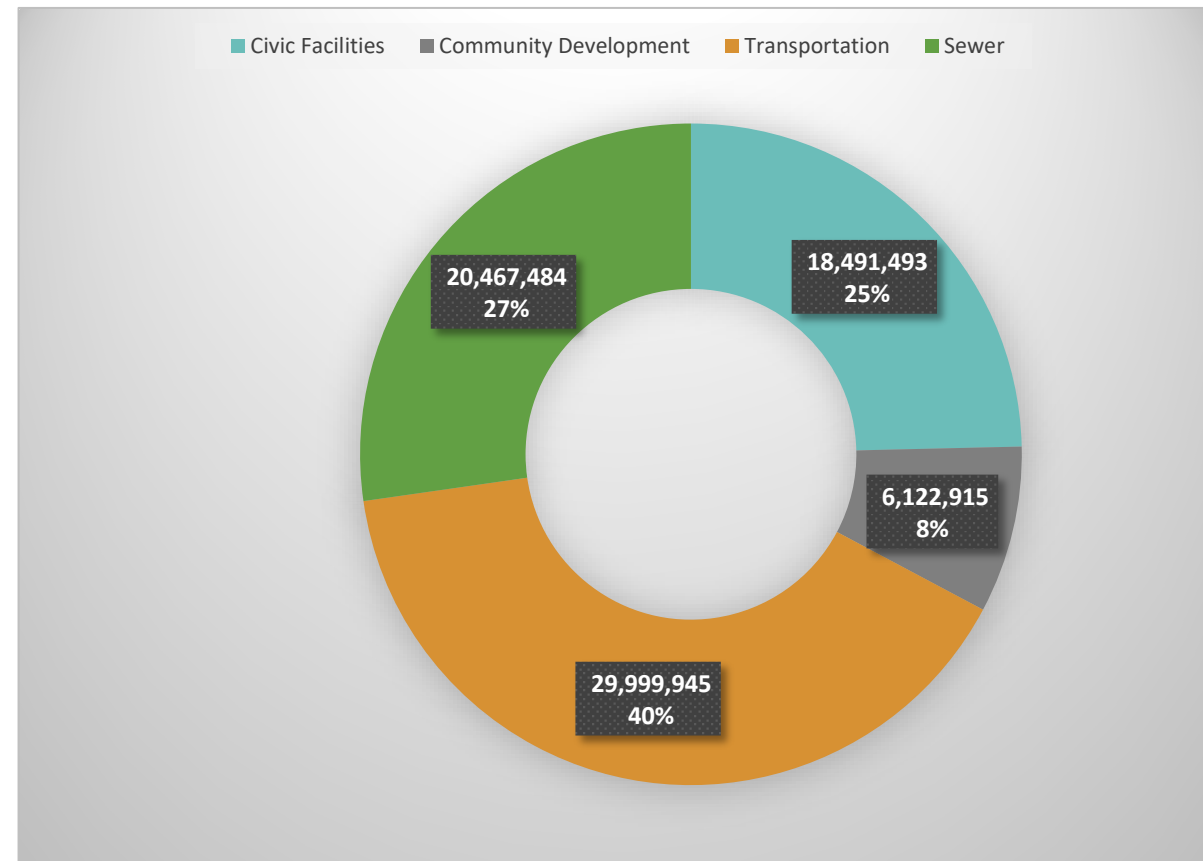
pass-through use of the City's system. These revenues also support operation and maintenance of the utility systems. The capital portion is used for underground pipelines, diversion systems, pump stations and distribution channels. CIP project costs in this area are supported by a multi-year Master Plan for this substantial utility system.

Although the City also maintains storm water systems, those utility costs are not fee-based funded at this time and rely on General Fund transfers.

5-YEAR CIP PROJECTS BY TYPE

| | |
|-------------------------------|---------------------------------|
| Sewer | 20,467,484 |
| Transportation | 7,711,936 |
| Streets and Roads | 22,288,009 |
| Storm drain system | 962,492 |
| Technology | 1,777,041 |
| Community Dept General | 2,922,139 |
| Community Dept Infrastructure | 461,243 |
| Building | 12,177,097 |
| Parks and Trails | 6,314,396 |
| Subtotal | <u>75,081,837</u> |
| Equipment | <u>734,000.00</u> |
| Total | <u><u>75,815,837</u></u> |

| | | |
|-----------------------|---------------------------------|-----|
| Civic Facilities | 18,491,493 | 49% |
| Community Development | 6,122,915 | 7% |
| Transportation | 29,999,945 | 27% |
| Sewer | 20,467,484 | 17% |
| Total | <u><u>75,081,838</u></u> | |



5-YEAR CIP PROJECTS BY TYPE

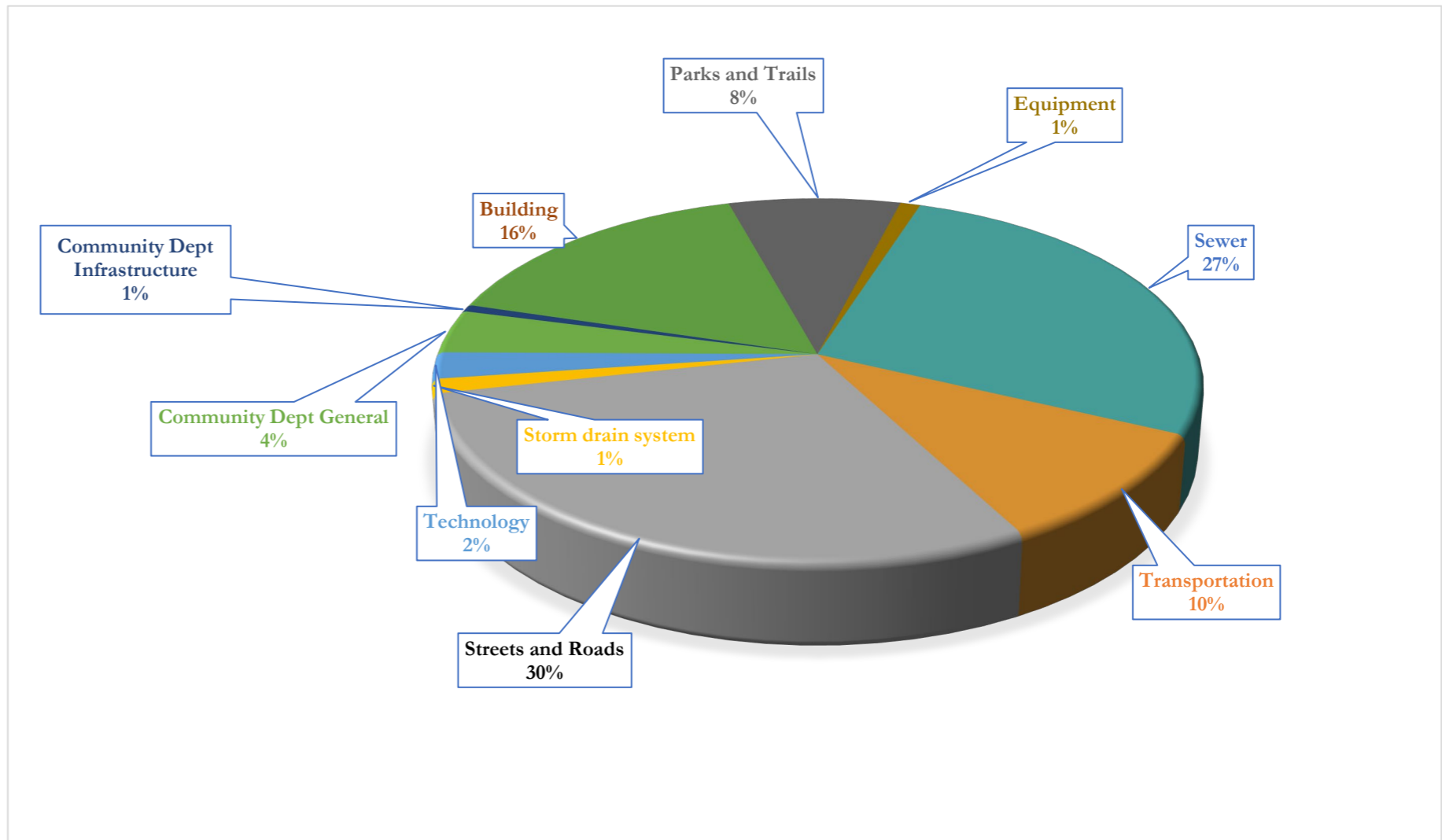
| CATEGORY | BUDGET | NUMBER OF PROJECTS |
|--------------------------------|----------------------|--------------------|
| Sewer | \$ 20,467,484 | 9 |
| Pedestrian and Bicycle | \$ 7,711,936 | 12 |
| Streets and Roads | \$ 22,288,009 | 7 |
| Storm Drain System | \$ 962,492 | 1 |
| Technology | \$ 1,777,041 | 5 |
| Community Dept. General | \$ 2,922,139 | 5 |
| Community Dept. Infrastructure | \$ 461,243 | 2 |
| Building | \$ 12,177,097 | 11 |
| Parks and Trails | \$ 6,314,396 | 4 |
| Equipment Replacement | \$ 734,000 | 11 |
| TOTAL | \$ 75,815,837 | 67 |

*NOTE: Equipment replacement is a general fund expense and is not a part of CIP

5-YEAR CIP PLAN BREAKDOWN BY CATEGORY

| | | |
|-------------------------------|--------------------------|-------------|
| Sewer | 20,467,484 | 27% |
| Transportation | 7,711,936 | 10% |
| Streets and Roads | 22,288,009 | 29% |
| Storm drain system | 962,492 | 1% |
| Technology | 1,777,041 | 2% |
| Community Dept General | 2,922,139 | 4% |
| Community Dept Infrastructure | 461,243 | 1% |
| Building | 12,177,097 | 16% |
| Parks and Trails | 6,314,396 | 8% |
| Equipment | 734,000 | 1% |
| Total | <u>75,815,837</u> | 100% |

| | | |
|-----------------------|--------------------------|-------------|
| Civic Facilities | 18,491,493 | 25% |
| Community Development | 6,122,915 | 8% |
| Transportation | 29,999,945 | 40% |
| Sewer | 20,467,484 | 27% |
| Total | <u>75,081,837</u> | 100% |



*NOTE: Equipment replacement is a general fund expense and is not a part of CIP

Proposed Five-Year FY 2022-26 Capital Improvement Program Summary

| FUNDING SOURCE | Prior Appropriations | FY2021/22 Budget | FY2022/23 Budget | FY2023/24 Budget | FY2024/25 Budget | FY2025/26 Budget | Total Project Funding |
|-----------------------------------|-----------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|------------------------------|
| CIP/General Fund | 6,407,137 | 5,550,000 | 6,050,000 | 6,350,000 | 3,925,000 | 3,925,000 | 32,207,137 |
| Community Development Block Grant | 280,000 | - | - | - | - | - | 280,000 |
| Equipment Replacement | 560,332 | 357,500 | 376,500 | - | - | - | 1,294,332 |
| Gas Tax | - | 1,350,000 | 800,000 | 800,000 | 800,000 | 800,000 | 4,550,000 |
| In-Lieu Park Fund | 379,872 | 800,000 | 1,050,000 | 1,150,000 | 1,530,000 | 1,450,000 | 6,359,872 |
| Measure B | - | 550,000 | 550,000 | 550,000 | 550,000 | 550,000 | 2,750,000 |
| Other Funding | 2,164,864 | 695,000 | 550,000 | 510,000 | 510,000 | 510,000 | 4,939,864 |
| Sewer Fund | 4,047,484 | 2,682,000 | 4,256,000 | 2,730,000 | 4,324,000 | 2,428,000 | 20,467,484 |
| TDA Article III Grant | - | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 250,000 |
| Technology Reserve | 214,160 | 250,000 | 350,000 | - | - | - | 814,160 |
| Traffic Impact Fees | 97,988 | 550,000 | 450,000 | 250,000 | 250,000 | 250,000 | 1,847,988 |
| Vehicle Registration Fee | - | - | - | - | - | - | - |
| Total | \$ 14,151,837 | \$ 12,834,500 | \$ 14,482,500 | \$ 12,390,000 | \$ 11,939,000 | \$ 9,963,000 | \$ 75,760,837 |

Proposed Five-Year FY 2022-26 Capital Improvement Program Summary

| Project # | Project Name | Funding Sources | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Budget | 2023/24 Budget | 2024/25 Budget | 2025/26 Budget | Total |
|------------------------------|--|-------------------|--|----------------|----------------|----------------|----------------|----------------|--------------|
| <i>Civic Facilities</i> | | | | | | | | | |
| <i>Parks and Trails</i> | | | | | | | | | |
| CF-01009 | Annual Pathway Rehabilitation | in-Lieu Park Fund | \$ - | \$ 50,000 | \$ 250,000 | \$ 250,000 | \$ 250,000 | \$ 250,000 | \$ 1,050,000 |
| CF-01017 | Annual Park Improvement Project | in-Lieu Park Fund | \$ 334,396 | \$ 750,000 | \$ 650,000 | \$ 900,000 | \$ 980,000 | \$ 1,200,000 | \$ 4,814,396 |
| | Grant Park Master Plan | in-Lieu Park Fund | \$ - | | \$ 150,000 | | | | \$ 150,000 |
| | City-wide Parks and Recreation Master Plan | in-Lieu Park Fund | \$ - | | | | \$ 300,000 | | \$ 300,000 |
| <i>Buildings</i> | | | | | | | | | |
| CF-01002 | Los Altos Community Center Redevelopment | CIP | \$ 970,509 | | | | | | \$ 970,509 |
| CF-01003 | Annual Civic Facilities Improvement | CIP | \$ - | \$ 750,000 | \$ 1,200,000 | \$ 1,200,000 | \$ 1,200,000 | \$ 1,200,000 | \$ 5,550,000 |
| | Halsey House Redevelopment | | \$ - | | | | | | \$ - |
| | Emergency Operations Center | CIP | \$ 2,718,677 | \$ 300,000 | | | | | \$ 3,018,677 |
| CF-01010 | Annual ADA Improvements (Facilities) | CIP | \$ 317,000 | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ 692,000 |
| CF-01011 | City Hall Emergency Backup Power Generator | CIP | \$ - | | \$ 150,000 | | | | \$ 150,000 |
| CF-01013 | MSC Fuel-Dispensing Station Overhead Canopy | CIP | \$ - | | | \$ 300,000 | | | \$ 300,000 |
| CF-01016 | Waterline Backflow Preventers | CIP | \$ 80,435 | | | | | | \$ 80,435 |
| CF-01018 | MSC Parking Lot Resurfacing | CIP | \$ - | | \$ 1,300,000 | | | | \$ 1,300,000 |
| CF-01019 | Veterans Community Plaza Shade Structure | in-Lieu Park Fund | \$ 45,476 | | | | | | \$ 45,476 |
| | City Hall and Maintenance Services Building Security Systems | Technology Fund | \$ - | \$ 70,000 | | | | | \$ 70,000 |
| <i>Community Development</i> | | | | | | | | | |
| <i>Infrastructure</i> | | | | | | | | | |
| CD-01017 | First Street Streetscape Design -- Phase II | CIP | \$ 261,243 | | | | | | \$ 261,243 |
| CD-01018 | Downtown Lighting Cabinet Replacement | CIP | \$ - | | \$ 200,000 | | | | \$ 200,000 |
| | 999 Fremont Avenue | | \$ - | | | | | | \$ - |
| <i>General</i> | | | | | | | | | |
| CD-01003 | Annual Public Arts Projects | Public Art Fund | \$ - | \$ 60,000 | \$ 50,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 140,000 |
| CD-01009 | Walter Singer Bust Relocation | CIP | \$ 10,000 | | | | | | \$ 10,000 |
| CD-01020 | Climate Action Plan Implementation Program | CIP | \$ 75,000 | | | | \$ 55,000 | | \$ 130,000 |
| | Housing Element Update | CIP | \$ 42,139 | \$ 565,000 | | | | | \$ 642,139 |
| | | REAP | \$ - | \$ 35,000 | | | | | |
| | General Plan | CIP | \$ - | | | \$ 2,000,000 | | | \$ 2,000,000 |

Proposed Five-Year FY 2022-26 Capital Improvement Program Summary

| Project # | Project Name | Funding Sources | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Budget | 2023/24 Budget | 2024/25 Budget | 2025/26 Budget | Total |
|--------------|--|-----------------------|--|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| TS-01022 | Annual Collector Street Traffic Calming | Traffic Impact Fees | \$ 24,700 | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 524,700 |
| TS-01051 | University Ave/Milverton Rd Sidewalk Gap Closure Project | CIP | \$ 65,000 | | \$ 100,000 | | | | \$ 165,000 |
| TS-01052 | Annual Bicycle/Pedestrian Access Improvements | CIP | \$ 336,506 | \$ 350,000 | \$ 350,000 | \$ 350,000 | \$ 350,000 | \$ 350,000 | \$ 2,086,506 |
| | Annual Bicycle/Pedestrian Access Improvements | TDA Article III Grant | \$ - | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 250,000 |
| | Annual Bicycle/Pedestrian Access Improvements | Traffic Impact Fees | \$ - | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 500,000 |
| TS-01055 | Fremont Ave Pedestrian Bridge Rehabilitation | CIP | \$ 193,234 | \$ 260,000 | | | | | \$ 453,234 |
| TS-01057 | In-Road Light System Maintenance | CIP | \$ 75,000 | \$ 300,000 | | | | | \$ 375,000 |
| TS-01058 | Intersection Access Barrier Removal | CDBG | \$ 280,000 | | | | | | \$ 280,000 |
| TS-01060 | SR2S Improvement Projects | Traffic Impact Fees | \$ - | \$ 300,000 | \$ 200,000 | | | | \$ 500,000 |
| TS-01061 | Foothill Expressway Widening from Homestead Rd to I-280 | CIP | \$ - | | \$ 250,000 | | | | \$ 250,000 |
| TOTAL | | | \$ 10,104,353 | \$ 9,795,000 | \$ 9,850,000 | \$ 9,660,000 | \$ 7,670,000 | \$ 7,535,000 | \$ 54,614,353 |

Proposed Five-Year FY 2022-26 Capital Improvement Program Summary

| Project # | Project Name | Funding Sources | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Budget | 2023/24 Budget | 2024/25 Budget | 2025/26 Budget | Total |
|------------------------------|---|----------------------------|--|----------------------|----------------------|----------------------|----------------------|---------------------|----------------------|
| <i>Wastewater</i> | | | | | | | | | |
| <i>Sewer</i> | | | | | | | | | |
| WW-01001 | Annual Sewer System Repair Program | Sewer | \$ 859,418 | \$ 630,000 | \$ 640,000 | \$ 650,000 | \$ 660,000 | \$ 670,000 | \$ 4,109,418 |
| WW-01002 | Annual Structural Reach Replacement | Sewer | \$ 1,117,369 | \$ 800,000 | \$ 800,000 | \$ 800,000 | \$ 800,000 | \$ 800,000 | \$ 5,117,369 |
| WW-01003 | Annual Root Foaming | Sewer | | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 1,000,000 |
| WW-01005 | Annual CIPP Corrosion Rehabilitation | Sewer | \$ 473,925 | \$ 465,000 | \$ 480,000 | \$ 500,000 | \$ 520,000 | \$ 535,000 | \$ 2,973,925 |
| WW-01006 | Annual Fats, Oils, Grease Program (FOG) | Sewer | \$ 66,566 | \$ 66,000 | \$ 68,000 | \$ 70,000 | \$ 72,000 | \$ 74,000 | \$ 416,566 |
| WW-01008 | Annual GIS Updates | Sewer | \$ 319,911 | \$ 66,000 | \$ 68,000 | \$ 70,000 | \$ 72,000 | \$ 74,000 | \$ 669,911 |
| WW-01009 | Sewer System Management Plan Update | Sewer | \$ 50,000 | \$ 25,000 | | | | \$ 75,000 | \$ 150,000 |
| WW-01011 | Sanitary Sewer Video Inspection | Sewer | \$ 467,997 | \$ 430,000 | | \$ 440,000 | | | \$ 1,337,997 |
| WW-01012 | Adobe Creek Sewer Main Replacement | Sewer | \$ 692,298 | \$ - | \$ 2,000,000 | \$ - | \$ 2,000,000 | | \$ 4,692,298 |
| TOTAL | | | \$ 4,047,484 | \$ 2,682,000 | \$ 4,256,000 | \$ 2,730,000 | \$ 4,324,000 | \$ 2,428,000 | \$ 20,467,484 |
| <i>Equipment Replacement</i> | | | | | | | | | |
| | Streets Division Bucket Truck | Equipment Replacement Fund | | | \$ 65,000 | | | | \$ 65,000 |
| | Parks Divison Utility Truck | Equipment Replacement Fund | | \$ 45,000 | | | | | \$ 45,000 |
| | Parks Division Van | Equipment Replacement Fund | | \$ 40,000 | | | | | \$ 40,000 |
| | Passenger Car (EV) | Equipment Replacement Fund | | | \$ 37,000 | | | | \$ 37,000 |
| | Patrol Vehicle Automated License Plate Reader Replacement | Equipment Replacement Fund | | \$ 25,000 | | | | | \$ 25,000 |
| | Police Radio/Phone Recording Equipment | Equipment Replacement Fund | | \$ 60,000 | | | | | \$ 60,000 |
| | Patrol Vehicles (2) | Equipment Replacement Fund | | \$ 122,000 | | | | | \$ 122,000 |
| | Unmarked Police Vehicle | Equipment Replacement Fund | | \$ 42,500 | | | | | \$ 42,500 |
| | Patrol Vehicles (3) | Equipment Replacement Fund | | | \$ 187,500 | | | | \$ 187,500 |
| | Unmarked Police Vehicles (2) | Equipment Replacement Fund | | | \$ 87,000 | | | | \$ 87,000 |
| | Traffic Division RIPA Collection Devices | Equipment Replacement Fund | | \$ 23,000 | | | | | \$ 23,000 |
| TOTAL | | | | \$ 357,500 | \$ 376,500 | \$ - | \$ - | \$ - | \$ 734,000 |
| GRAND TOTAL | | | \$ 14,151,837 | \$ 12,834,500 | \$ 14,482,500 | \$ 12,390,000 | \$ 11,994,000 | \$ 9,963,000 | \$ 75,815,837 |

Proposed Five-Year FY 2022-26 Capital Improvement Program Summary

| Project # | Project Name | Funding Sources | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Budget | 2023/24 Budget | 2024/25 Budget | 2025/26 Budget | Total |
|-----------|--------------|----------------------------|--|----------------|----------------|----------------|----------------|----------------|---------------|
| | | Funding Source | | | | | | | |
| | | CDBG | \$ 280,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 280,000 |
| | | CIP | \$ 6,407,137 | \$ 5,550,000 | \$ 6,050,000 | \$ 6,350,000 | \$ 3,925,000 | \$ 3,925,000 | \$ 32,207,137 |
| | | Equipment Replacement Fund | \$ 560,332 | \$ 357,500 | \$ 376,500 | \$ - | \$ - | \$ - | \$ 1,294,332 |
| | | Gas Tax | \$ - | \$ 1,350,000 | \$ 800,000 | \$ 800,000 | \$ 800,000 | \$ 800,000 | \$ 4,550,000 |
| | | in-Lieu Park Fund | \$ 379,872 | \$ 800,000 | \$ 1,050,000 | \$ 1,150,000 | \$ 1,530,000 | \$ 1,450,000 | \$ 6,359,872 |
| | | Measure B | \$ - | \$ 550,000 | \$ 550,000 | \$ 550,000 | \$ 550,000 | \$ 550,000 | \$ 2,750,000 |
| | | OBAG | \$ 2,064,864 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,064,864 |
| | | PEG Fees | \$ - | \$ 100,000 | \$ - | \$ - | \$ - | \$ - | \$ 100,000 |
| | | Public Art | \$ - | \$ 60,000 | \$ 50,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 140,000 |
| | | REAP | \$ - | \$ 35,000 | \$ - | \$ - | \$ - | \$ - | \$ 35,000 |
| | | Resident Contribution | \$ 100,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 100,000 |
| | | Road Maint & Acct Act | \$ - | \$ 500,000 | \$ 500,000 | \$ 500,000 | \$ 500,000 | \$ 500,000 | \$ 2,500,000 |
| | | Sewer | \$ 4,047,484 | \$ 2,682,000 | \$ 4,256,000 | \$ 2,730,000 | \$ 4,324,000 | \$ 2,428,000 | \$ 20,467,484 |
| | | TDA Article III Grant | \$ - | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 250,000 |
| | | Technology Fund | \$ 214,160 | \$ 250,000 | \$ 350,000 | \$ - | \$ - | \$ - | \$ 814,160 |
| | | Traffic Impact Fees | \$ 97,988 | \$ 550,000 | \$ 450,000 | \$ 250,000 | \$ 250,000 | \$ 250,000 | \$ 1,847,988 |
| | | VRF | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | Total | \$ 14,151,837 | \$ 12,834,500 | \$ 14,482,500 | \$ 12,390,000 | \$ 11,939,000 | \$ 9,963,000 | \$ 75,760,837 |

FUNDING SOURCE

CIP Fund

| Project # | Project Name | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Budget | 2023/24 Budget | 2024/25 Budget | 2025/26 Budget | Total |
|--------------|--|--|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| CD-01009 | Walter Singer Bust Relocation | \$ 10,000 | | | | | | \$ 10,000 |
| CD-01012 | Annual Storm Drain Improvements | \$ 12,492 | \$ 950,000 | | | | | \$ 962,492 |
| CD-01017 | First Street Streetscape Design -- Phase II | \$ 261,243 | | | | | | \$ 261,243 |
| CD-01018 | Downtown Lighting Cabinet Replacement | \$ - | | \$ 200,000 | | | | \$ 200,000 |
| CD-01019 | Public Works Electronic Document Management | \$ 105,949 | | | | | | \$ 105,949 |
| CD-01020 | Climate Action Plan Implementation Program | \$ 75,000 | | | | \$ 55,000 | | \$ 130,000 |
| CD-01021 | Community Chamber AV Equipment | \$ 216,600 | \$ (100,000) | | | | | \$ 116,600 |
| CD-01022 | Asset Management System | \$ - | \$ 150,000 | | | | | \$ 150,000 |
| CF-01002 | Los Altos Community Center Redevelopment | \$ 970,509 | | | | | | \$ 970,509 |
| CF-01003 | Annual Civic Facilities Improvement | \$ - | \$ 750,000 | \$ 1,200,000 | \$ 1,200,000 | \$ 1,200,000 | \$ 1,200,000 | \$ 5,550,000 |
| CF-01010 | Annual ADA Improvements (Facilities) | \$ 317,000 | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ 692,000 |
| CF-01011 | City Hall Emergency Backup Power Generator | \$ - | | \$ 150,000 | | | | \$ 150,000 |
| CF-01013 | MSC Fuel-Dispensing Station Overhead Canopy | \$ - | | | \$ 300,000 | | | \$ 300,000 |
| CF-01016 | Waterline Backflow Preventers | \$ 80,435 | | | | | | \$ 80,435 |
| CF-01018 | MSC Parking Lot Resurfacing | \$ - | | \$ 1,300,000 | | | | \$ 1,300,000 |
| TS-01001 | Annual Street Resurfacing | \$ 142,448 | \$ 1,050,000 | \$ 1,050,000 | \$ 1,050,000 | \$ 1,050,000 | \$ 1,050,000 | \$ 5,392,448 |
| TS-01003 | Annual Street Striping | \$ - | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 500,000 |
| TS-01004 | Annual Street Slurry Seal | \$ - | \$ 250,000 | \$ 800,000 | \$ 800,000 | \$ 800,000 | \$ 800,000 | \$ 3,450,000 |
| TS-01005 | Annual Concrete Repair | \$ 118,074 | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 1,118,074 |
| TS-01006 | Annual Traffic Sign Replacement | \$ 94,821 | \$ 200,000 | | | | | \$ 294,821 |
| TS-01008 | Annual ADA Improvements (Streets and Roadways) | \$ 136,697 | \$ 75,000 | \$ 200,000 | \$ 200,000 | \$ 75,000 | \$ 75,000 | \$ 761,697 |
| TS-01013 | Annual Transportation Enhancements | \$ 216,313 | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ 591,313 |
| TS-01051 | University Ave/Milverton Rd Sidewalk Gap Closure Project | \$ 65,000 | | \$ 100,000 | | | | \$ 165,000 |
| TS-01052 | Annual Bicycle/Pedestrian Access Improvements | \$ 336,506 | \$ 350,000 | \$ 350,000 | \$ 350,000 | \$ 350,000 | \$ 350,000 | \$ 2,086,506 |
| TS-01055 | Fremont Ave Pedestrian Bridge Rehabilitation | \$ 193,234 | \$ 260,000 | | | | | \$ 453,234 |
| TS-01056 | Fremont Avenue Pavement Rehabilitation | \$ 119,000 | | | | | | \$ 119,000 |
| TS-01057 | In-Road Light System Maintenance | \$ 75,000 | \$ 300,000 | | | | | \$ 375,000 |
| TS-01059 | Diamond Court Reconstruction | \$ 100,000 | | | | | | \$ 100,000 |
| TS-01061 | Foothill Expressway Widening from Homestead Rd to I- | \$ - | | \$ 250,000 | | | | \$ 250,000 |
| | Emergency Operations Center | \$ 2,718,677 | \$ 300,000 | | | | | \$ 3,018,677 |
| | Housing Element Update | \$ 42,139 | \$ 565,000 | | | | | \$ 607,139 |
| | General Plan | \$ - | | | \$ 2,000,000 | | | \$ 2,000,000 |
| TOTAL | | \$ 6,407,137 | \$ 5,550,000 | \$ 6,050,000 | \$ 6,350,000 | \$ 3,980,000 | \$ 3,925,000 | \$ 32,262,137 |

FUNDING SOURCE

CDBG

| Project # | Project Name | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Budget | 2023/24 Budget | 2024/25 Budget | 2025/26 Budget | Total |
|--------------|-------------------------------------|--|----------------|----------------|----------------|----------------|----------------|-------------------|
| TS-01058 | Intersection Access Barrier Removal | \$ 280,000 | | | | | | \$ 280,000 |
| TOTAL | | \$ 280,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 280,000 |

Equipment Replacement Fund

| Project # | Project Name | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Budget | 2023/24 Budget | 2024/25 Budget | 2025/26 Budget | Total |
|--------------|---|--|-------------------|-------------------|----------------|----------------|----------------|---------------------|
| CD-01006 | Police Records Management & Dispatch System | \$ 560,332 | | | | | | \$ 560,332 |
| | Parks Divison Utility Truck | | \$ 45,000 | | | | | \$ 45,000 |
| | Parks Division Van | | \$ 40,000 | | | | | \$ 40,000 |
| | Patrol Vehicle Automated License Plate Reader Replacement | | \$ 25,000 | | | | | \$ 25,000 |
| | Police Radio/Phone Recording Equipment | | \$ 60,000 | | | | | \$ 60,000 |
| | Patrol Vehicles (2) | | \$ 122,000 | | | | | \$ 122,000 |
| | Unmarked Police Vehicle | | \$ 42,500 | | | | | \$ 42,500 |
| | Traffic Division RIPA Collection Devices | | \$ 23,000 | | | | | \$ 23,000 |
| | Passenger Car (EV) | | | \$ 37,000 | | | | \$ 37,000 |
| | Patrol Vehicles (3) | | | \$ 187,500 | | | | \$ 187,500 |
| | Unmarked Police Vehicles (2) | | | \$ 87,000 | | | | \$ 87,000 |
| | Streets Division Bucket Truck | | | \$ 65,000 | | | | \$ 65,000 |
| TOTAL | | \$ 560,332 | \$ 357,500 | \$ 376,500 | \$ - | \$ - | \$ - | \$ 1,294,332 |

Gas Tax

| Project # | Project Name | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Budget | 2023/24 Budget | 2024/25 Budget | 2025/26 Budget | Total |
|--------------|-------------------------------|--|---------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| TS-01001 | Annual Street Resurfacing | \$ - | \$ 350,000 | \$ 350,000 | \$ 350,000 | \$ 350,000 | \$ 350,000 | \$ 1,750,000 |
| TS-01003 | Annual Street Striping | \$ - | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 500,000 |
| TS-01004 | Annual Street Slurry Seal | \$ - | \$ 800,000 | \$ 250,000 | \$ 250,000 | \$ 250,000 | \$ 250,000 | \$ 1,800,000 |
| TS-01009 | Annual City Alley Resurfacing | \$ - | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 500,000 |
| TOTAL | | \$ - | \$ 1,350,000 | \$ 800,000 | \$ 800,000 | \$ 800,000 | \$ 800,000 | \$ 4,550,000 |

FUNDING SOURCE

in-Lieu Park Fund

| Project # | Project Name | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Budget | 2023/24 Budget | 2024/25 Budget | 2025/26 Budget | Total |
|--------------|--|--|-------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| CF-01009 | Annual Pathway Rehabilitation | \$ - | \$ 50,000 | \$ 250,000 | \$ 250,000 | \$ 250,000 | \$ 250,000 | \$ 1,050,000 |
| CF-01017 | Annual Park Improvement Project | \$ 334,396 | \$ 750,000 | \$ 650,000 | \$ 900,000 | \$ 980,000 | \$ 1,200,000 | \$ 4,814,396 |
| CF-01019 | Veterans Community Plaza Shade Structure | \$ 45,476 | | | | | | \$ 45,476 |
| | Grant Park Master Plan | \$ - | | \$ 150,000 | | | | \$ 150,000 |
| | City-wide Parks and Recreation Master Plan | \$ - | | | | \$ 300,000 | | |
| TOTAL | | \$ 379,872 | \$ 800,000 | \$ 1,050,000 | \$ 1,150,000 | \$ 1,530,000 | \$ 1,450,000 | \$ 6,359,872 |

Measure B

| Project # | Project Name | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Budget | 2023/24 Budget | 2024/25 Budget | 2025/26 Budget | Total |
|--------------|---------------------------|--|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| TS-01001 | Annual Street Resurfacing | \$ - | \$ 550,000 | \$ 550,000 | \$ 550,000 | \$ 550,000 | \$ 550,000 | \$ 2,750,000 |
| TOTAL | | \$ - | \$ 550,000 | \$ 550,000 | \$ 550,000 | \$ 550,000 | \$ 550,000 | \$ 2,750,000 |

OBAG

| Project # | Project Name | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Budget | 2023/24 Budget | 2024/25 Budget | 2025/26 Budget | Total |
|--------------|--|--|----------------|----------------|----------------|----------------|----------------|---------------------|
| TS-01056 | Fremont Avenue Pavement Rehabilitation | \$ 2,064,864 | | | | | | \$ 2,064,864 |
| TOTAL | | \$ 2,064,864 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,064,864 |

PEG Fees

| Project # | Project Name | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Budget | 2023/24 Budget | 2024/25 Budget | 2025/26 Budget | Total |
|--------------|--------------------------------|--|-------------------|----------------|----------------|----------------|----------------|-------------------|
| CD-01021 | Community Chamber AV Equipment | | \$ 100,000 | | | | | \$ 100,000 |
| TOTAL | | \$ - | \$ 100,000 | \$ - | \$ - | \$ - | \$ - | \$ 100,000 |

FUNDING SOURCE

Sewer Fund

| Project # | Project Name | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Budget | 2023/24 Budget | 2024/25 Budget | 2025/26 Budget | Total |
|--------------|---|--|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| WW-01001 | Annual Sewer System Repair Program | \$ 859,418 | \$ 630,000 | \$ 640,000 | \$ 650,000 | \$ 660,000 | \$ 670,000 | \$ 4,109,418 |
| WW-01002 | Annual Structural Reach Replacement | \$ 1,117,369 | \$ 800,000 | \$ 800,000 | \$ 800,000 | \$ 800,000 | \$ 800,000 | \$ 5,117,369 |
| WW-01005 | Annual CIPP Corrosion Rehabilitation | \$ 473,925 | \$ 465,000 | \$ 480,000 | \$ 500,000 | \$ 520,000 | \$ 535,000 | \$ 2,973,925 |
| WW-01006 | Annual Fats, Oils, Grease Program (FOG) | \$ 66,566 | \$ 66,000 | \$ 68,000 | \$ 70,000 | \$ 72,000 | \$ 74,000 | \$ 416,566 |
| WW-01008 | Annual GIS Updates | \$ 319,911 | \$ 66,000 | \$ 68,000 | \$ 70,000 | \$ 72,000 | \$ 74,000 | \$ 669,911 |
| WW-01009 | Sewer System Management Plan Update | \$ 50,000 | \$ 25,000 | | | | \$ 75,000 | \$ 150,000 |
| WW-01011 | Sanitary Sewer Video Inspection | \$ 467,997 | \$ 430,000 | | \$ 440,000 | | | \$ 1,337,997 |
| WW-01012 | Adobe Creek Sewer Main Replacement | \$ 692,298 | \$ - | \$ 2,000,000 | \$ - | \$ 2,000,000 | | \$ 4,692,298 |
| WW-01003 | Annual Root Foaming | \$ - | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 1,000,000 |
| TOTAL | | \$ 4,047,484 | \$ 2,682,000 | \$ 4,256,000 | \$ 2,730,000 | \$ 4,324,000 | \$ 2,428,000 | \$ 20,467,484 |

TDA Article III

| Project # | Project Name | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Budget | 2023/24 Budget | 2024/25 Budget | 2025/26 Budget | Total |
|--------------|---|--|------------------|------------------|------------------|------------------|------------------|-------------------|
| TS-01052 | Annual Bicycle/Pedestrian Access Improvements | \$ - | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 250,000 |
| TOTAL | | \$ - | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 250,000 |

Technology Fund

| Project # | Project Name | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Budget | 2023/24 Budget | 2024/25 Budget | 2025/26 Budget | Total |
|--------------|--|--|-------------------|-------------------|----------------|----------------|----------------|-------------------|
| CD-01008 | IT Initiatives | \$ 214,160 | \$ 180,000 | \$ 350,000 | | | | \$ 744,160 |
| | City Hall and Maintenance Services Building Security Systems | \$ - | \$ 70,000 | | | | | \$ 70,000 |
| TOTAL | | \$ 214,160 | \$ 250,000 | \$ 350,000 | \$ - | \$ - | \$ - | \$ 814,160 |

FUNDING SOURCE

Traffic Impact Fees

| Project # | Project Name | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Budget | 2023/24 Budget | 2024/25 Budget | 2025/26 Budget | Total |
|--------------|---|--|----------------------|----------------------|----------------------|----------------------|---------------------|----------------------|
| TS-01007 | Annual Neighborhood Traffic Management | \$ 73,288 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 323,288 |
| TS-01022 | Annual Collector Street Traffic Calming | \$ 24,700 | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 524,700 |
| TS-01052 | Annual Bicycle/Pedestrian Access Improvements | \$ - | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 500,000 |
| TS-01060 | SR2S Improvement Projects | \$ - | \$ 300,000 | \$ 200,000 | | | | \$ 500,000 |
| TOTAL | | \$ 97,988 | \$ 550,000 | \$ 450,000 | \$ 250,000 | \$ 250,000 | \$ 250,000 | \$ 1,847,988 |
| <hr/> | | | | | | | | |
| TOTAL | | \$ 14,151,837 | \$ 12,834,500 | \$ 14,482,500 | \$ 12,390,000 | \$ 11,994,000 | \$ 9,963,000 | \$ 75,815,837 |

Previously Appropriated

| Project # | Project Name | CIP Fund | Sewer Fees | Traffic Impact Fee | in-Lieu Park | Dedicated Road Funds* | Other | Total |
|--------------|--|---------------------|---------------------|--------------------|-------------------|-----------------------|---------------------|----------------------|
| CD-01006 | Police Records Management & Dispatch System | | | | | | \$ 560,332 | \$ 560,332 |
| CD-01008 | IT Initiatives | | | | | | \$ 214,160 | \$ 214,160 |
| CD-01009 | Walter Singer Bust Relocation | \$ 10,000 | | | | | | \$ 10,000 |
| CD-01012 | Annual Storm Drain Improvements | \$ 12,492 | | | | | | \$ 12,492 |
| CD-01017 | First Street Streetscape Design -- Phase II | \$ 261,243 | | | | | | \$ 261,243 |
| CD-01019 | Public Works Electronic Document Management | \$ 105,949 | | | | | | \$ 105,949 |
| CD-01020 | Climate Action Plan Implementation Program | \$ 75,000 | | | | | | \$ 75,000 |
| CD-01021 | Community Chamber AV Equipment | \$ 216,600 | | | | | | \$ 216,600 |
| CF-01002 | Los Altos Community Center Redevelopment | \$ 970,509 | | | | | | \$ 970,509 |
| CF-01010 | Annual ADA Improvements (Facilities) | \$ 317,000 | | | | | | \$ 317,000 |
| CF-01016 | Waterline Backflow Preventers | \$ 80,435 | | | | | | \$ 80,435 |
| CF-01017 | Annual Park Improvement Project | | | | \$ 334,396 | | | \$ 334,396 |
| CF-01019 | Veterans Community Plaza Shade Structure | | | | \$ 45,476 | | | \$ 45,476 |
| TS-01001 | Annual Street Resurfacing | \$ 142,448 | | | | | | \$ 142,448 |
| TS-01005 | Annual Concrete Repair | \$ 118,074 | | | | | | \$ 118,074 |
| TS-01006 | Annual Traffic Sign Replacement | \$ 94,821 | | | | | | \$ 94,821 |
| TS-01007 | Annual Neighborhood Traffic Management | | | \$ 73,288 | | | | \$ 73,288 |
| TS-01008 | Annual ADA Improvements (Streets and Roadways) | \$ 136,697 | | | | | | \$ 136,697 |
| TS-01013 | Annual Transportation Enhancements | \$ 216,313 | | | | | | \$ 216,313 |
| TS-01022 | Annual Collector Street Traffic Calming | | | \$ 24,700 | | | | \$ 24,700 |
| TS-01051 | University Ave/Milverton Rd Sidewalk Gap Closure Project | \$ 65,000 | | | | | | \$ 65,000 |
| TS-01052 | Annual Bicycle/Pedestrian Access Improvements | \$ 336,506 | | | | | | \$ 336,506 |
| TS-01055 | Fremont Ave Pedestrian Bridge Rehabilitation | \$ 193,234 | | | | | | \$ 193,234 |
| TS-01056 | Fremont Avenue Pavement Rehabilitation | \$ 119,000 | | | | \$ 2,064,864 | | \$ 2,183,864 |
| TS-01057 | In-Road Light System Maintenance | \$ 75,000 | | | | | | \$ 75,000 |
| TS-01058 | Intersection Access Barrier Removal | | | | | | \$ 280,000 | \$ 280,000 |
| TS-01059 | Diamond Court Reconstruction | \$ 100,000 | | | | | \$ 100,000 | \$ 200,000 |
| WW-01001 | Annual Sewer System Repair Program | | \$ 859,418 | | | | | \$ 859,418 |
| WW-01002 | Annual Structural Reach Replacement | | \$ 1,117,369 | | | | | \$ 1,117,369 |
| WW-01005 | Annual CIPP Corrosion Rehabilitation | | \$ 473,925 | | | | | \$ 473,925 |
| WW-01006 | Annual Fats, Oils, Grease Program (FOG) | | \$ 66,566 | | | | | \$ 66,566 |
| WW-01008 | Annual GIS Updates | | \$ 319,911 | | | | | \$ 319,911 |
| WW-01009 | Sewer System Management Plan Update | | \$ 50,000 | | | | | \$ 50,000 |
| WW-01011 | Sanitary Sewer Video Inspection | | \$ 467,997 | | | | | \$ 467,997 |
| WW-01012 | Adobe Creek Sewer Main Replacement | | \$ 692,298 | | | | | \$ 692,298 |
| | Emergency Operations Center | \$ 2,718,677 | | | | | | \$ 2,718,677 |
| | Housing Element Update | \$ 42,139 | | | | | | \$ 42,139 |
| TOTAL | | \$ 6,407,137 | \$ 4,047,484 | \$ 97,988 | \$ 379,872 | \$ 2,064,864 | \$ 1,154,492 | \$ 14,151,837 |

Fiscal Year 2021/22

| Project # | Project Name | CIP Fund | Sewer Fees | Traffic Impact Fee | in-Lieu Park | Dedicated Road Funds* | Other | Total |
|--------------|--|---------------------|---------------------|--------------------|-------------------|-----------------------|-------------------|----------------------|
| CD-01003 | Annual Public Arts Projects | | | | | | \$ 60,000 | \$ 60,000 |
| CD-01008 | IT Initiatives | | | | | | \$ 180,000 | \$ 180,000 |
| CD-01012 | Annual Storm Drain Improvements | \$ 950,000 | | | | | | \$ 950,000 |
| CD-01021 | Community Chamber AV Equipment | \$ (100,000) | | | | | \$ 100,000 | \$ - |
| CD-01022 | Asset Management System | \$ 150,000 | | | | | | \$ 150,000 |
| CF-01003 | Annual Civic Facilities Improvement | \$ 750,000 | | | | | | \$ 750,000 |
| CF-01009 | Annual Pathway Rehabilitation | | | | \$ 50,000 | | | \$ 50,000 |
| CF-01010 | Annual ADA Improvements (Facilities) | \$ 75,000 | | | | | | \$ 75,000 |
| CF-01017 | Annual Park Improvement Project | | | | \$ 750,000 | | | \$ 750,000 |
| TS-01001 | Annual Street Resurfacing | \$ 1,050,000 | | | | \$ 1,400,000 | | \$ 2,450,000 |
| TS-01003 | Annual Street Striping | \$ 100,000 | | | | \$ 100,000 | | \$ 200,000 |
| TS-01004 | Annual Street Slurry Seal | \$ 250,000 | | | | \$ 800,000 | | \$ 1,050,000 |
| TS-01005 | Annual Concrete Repair | \$ 200,000 | | | | | | \$ 200,000 |
| TS-01006 | Annual Traffic Sign Replacement | \$ 200,000 | | | | | | \$ 200,000 |
| TS-01007 | Annual Neighborhood Traffic Management | | | \$ 50,000 | | | | \$ 50,000 |
| TS-01008 | Annual ADA Improvements (Streets and Roadways) | \$ 75,000 | | | | | | \$ 75,000 |
| TS-01009 | Annual City Alley Resurfacing | | | | | \$ 100,000 | | \$ 100,000 |
| TS-01013 | Annual Transportation Enhancements | \$ 75,000 | | | | | | \$ 75,000 |
| TS-01022 | Annual Collector Street Traffic Calming | | | \$ 100,000 | | | | \$ 100,000 |
| TS-01052 | Annual Bicycle/Pedestrian Access Improvements | \$ 350,000 | | \$ 100,000 | | \$ 50,000 | | \$ 500,000 |
| TS-01055 | Fremont Ave Pedestrian Bridge Rehabilitation | \$ 260,000 | | | | | | \$ 260,000 |
| TS-01057 | In-Road Light System Maintenance | \$ 300,000 | | | | | | \$ 300,000 |
| TS-01060 | SR2S Improvement Projects | | | \$ 300,000 | | | | \$ 300,000 |
| WW-01001 | Annual Sewer System Repair Program | | \$ 630,000 | | | | | \$ 630,000 |
| WW-01002 | Annual Structural Reach Replacement | | \$ 800,000 | | | | | \$ 800,000 |
| WW-01003 | Annual Root Foaming | | \$ 200,000 | | | | | \$ 200,000 |
| WW-01005 | Annual CIPP Corrosion Rehabilitation | | \$ 465,000 | | | | | \$ 465,000 |
| WW-01006 | Annual Fats, Oils, Grease Program (FOG) | | \$ 66,000 | | | | | \$ 66,000 |
| WW-01008 | Annual GIS Updates | | \$ 66,000 | | | | | \$ 66,000 |
| WW-01009 | Sewer System Management Plan Update | | \$ 25,000 | | | | | \$ 25,000 |
| WW-01011 | Sanitary Sewer Video Inspection | | \$ 430,000 | | | | | \$ 430,000 |
| | Emergency Operations Center | \$ 300,000 | | | | | | \$ 300,000 |
| | Housing Element Update | \$ 565,000 | | | | | \$ 35,000 | \$ 600,000 |
| | Various Equipment Replacement | | | | | | \$ 357,500 | \$ 357,500 |
| | City Hall and Maintenance Services Building Security Systems | | | | | | \$ 70,000 | \$ 70,000 |
| TOTAL | | \$ 5,550,000 | \$ 2,682,000 | \$ 550,000 | \$ 800,000 | \$ 2,450,000 | \$ 802,500 | \$ 12,834,500 |

Fiscal Year 2022/23

| Project # | Project Name | CIP Fund | Sewer Fees | Traffic Impact Fee | in-Lieu Park | Dedicated Road Funds* | Other | Total |
|--------------|--|---------------------|---------------------|--------------------|---------------------|-----------------------|-------------------|----------------------|
| CD-01003 | Annual Public Arts Projects | | | | | | \$ 50,000 | \$ 50,000 |
| CD-01008 | IT Initiatives | | | | | | \$ 350,000 | \$ 350,000 |
| CD-01018 | Downtown Lighting Cabinet Replacement | \$ 200,000 | | | | | | \$ 200,000 |
| CF-01003 | Annual Civic Facilities Improvement | \$ 1,200,000 | | | | | | \$ 1,200,000 |
| CF-01009 | Annual Pathway Rehabilitation | | | | \$ 250,000 | | | \$ 250,000 |
| CF-01010 | Annual ADA Improvements (Facilities) | \$ 75,000 | | | | | | \$ 75,000 |
| CF-01011 | City Hall Emergency Backup Power Generator | \$ 150,000 | | | | | | \$ 150,000 |
| CF-01017 | Annual Park Improvement Project | | | | \$ 650,000 | | | \$ 650,000 |
| CF-01018 | MSC Parking Lot Resurfacing | \$ 1,300,000 | | | | | | \$ 1,300,000 |
| TS-01001 | Annual Street Resurfacing | \$ 1,050,000 | | | | \$ 1,400,000 | | \$ 2,450,000 |
| TS-01003 | Annual Street Striping | \$ 100,000 | | | | \$ 100,000 | | \$ 200,000 |
| TS-01004 | Annual Street Slurry Seal | \$ 800,000 | | | | \$ 250,000 | | \$ 1,050,000 |
| TS-01005 | Annual Concrete Repair | \$ 200,000 | | | | | | \$ 200,000 |
| TS-01007 | Annual Neighborhood Traffic Management | | | \$ 50,000 | | | | \$ 50,000 |
| TS-01008 | Annual ADA Improvements (Streets and Roadways) | \$ 200,000 | | | | | | \$ 200,000 |
| TS-01009 | Annual City Alley Resurfacing | | | | | \$ 100,000 | | \$ 100,000 |
| TS-01013 | Annual Transportation Enhancements | \$ 75,000 | | | | | | \$ 75,000 |
| TS-01022 | Annual Collector Street Traffic Calming | | | \$ 100,000 | | | | \$ 100,000 |
| TS-01051 | University Ave/Milverton Rd Sidewalk Gap Closure Project | \$ 100,000 | | | | | | \$ 100,000 |
| TS-01052 | Annual Bicycle/Pedestrian Access Improvements | \$ 350,000 | | \$ 100,000 | | \$ 50,000 | | \$ 500,000 |
| TS-01060 | SR2S Improvement Projects | | | \$ 200,000 | | | | \$ 200,000 |
| TS-01061 | Foothill Expressway Widening from Homestead Rd to I-280 | \$ 250,000 | | | | | | \$ 250,000 |
| WW-01001 | Annual Sewer System Repair Program | | \$ 640,000 | | | | | \$ 640,000 |
| WW-01002 | Annual Structural Reach Replacement | | \$ 800,000 | | | | | \$ 800,000 |
| WW-01003 | Annual Root Foaming | | \$ 200,000 | | | | | \$ 200,000 |
| WW-01005 | Annual CIPP Corrosion Rehabilitation | | \$ 480,000 | | | | | \$ 480,000 |
| WW-01006 | Annual Fats, Oils, Grease Program (FOG) | | \$ 68,000 | | | | | \$ 68,000 |
| WW-01008 | Annual GIS Updates | | \$ 68,000 | | | | | \$ 68,000 |
| WW-01012 | Adobe Creek Sewer Main Replacement | | \$ 2,000,000 | | | | | \$ 2,000,000 |
| | Various Equipment Replacement | | | | | | \$ 376,500 | \$ 376,500 |
| | Grant Park Master Plan | | | | \$ 150,000 | | | \$ 150,000 |
| TOTAL | | \$ 6,050,000 | \$ 4,256,000 | \$ 450,000 | \$ 1,050,000 | \$ 1,900,000 | \$ 776,500 | \$ 14,482,500 |

Fiscal Year 2023/24

| Project # | Project Name | CIP Fund | Sewer Fees | Traffic Impact Fee | in-Lieu Park | Dedicated Road Funds* | Other | Total |
|--------------|--|---------------------|---------------------|--------------------|---------------------|-----------------------|------------------|----------------------|
| CD-01003 | Annual Public Arts Projects | | | | | | \$ 10,000 | \$ 10,000 |
| CF-01003 | Annual Civic Facilities Improvement | \$ 1,200,000 | | | | | | \$ 1,200,000 |
| CF-01009 | Annual Pathway Rehabilitation | | | | \$ 250,000 | | | \$ 250,000 |
| CF-01010 | Annual ADA Improvements (Facilities) | \$ 75,000 | | | | | | \$ 75,000 |
| CF-01013 | MSC Fuel-Dispensing Station Overhead Canopy | \$ 300,000 | | | | | | \$ 300,000 |
| CF-01017 | Annual Park Improvement Project | | | | \$ 900,000 | | | \$ 900,000 |
| TS-01001 | Annual Street Resurfacing | \$ 1,050,000 | | | | \$ 1,400,000 | | \$ 2,450,000 |
| TS-01003 | Annual Street Striping | \$ 100,000 | | | | \$ 100,000 | | \$ 200,000 |
| TS-01004 | Annual Street Slurry Seal | \$ 800,000 | | | | \$ 250,000 | | \$ 1,050,000 |
| TS-01005 | Annual Concrete Repair | \$ 200,000 | | | | | | \$ 200,000 |
| TS-01007 | Annual Neighborhood Traffic Management | | | \$ 50,000 | | | | \$ 50,000 |
| TS-01008 | Annual ADA Improvements (Streets and Roadways) | \$ 200,000 | | | | | | \$ 200,000 |
| TS-01009 | Annual City Alley Resurfacing | | | | | \$ 100,000 | | \$ 100,000 |
| TS-01013 | Annual Transportation Enhancements | \$ 75,000 | | | | | | \$ 75,000 |
| TS-01022 | Annual Collector Street Traffic Calming | | | \$ 100,000 | | | | \$ 100,000 |
| TS-01052 | Annual Bicycle/Pedestrian Access Improvements | \$ 350,000 | | \$ 100,000 | | \$ 50,000 | | \$ 500,000 |
| WW-01001 | Annual Sewer System Repair Program | | \$ 650,000 | | | | | \$ 650,000 |
| WW-01002 | Annual Structural Reach Replacement | | \$ 800,000 | | | | | \$ 800,000 |
| WW-01003 | Annual Root Foaming | | \$ 200,000 | | | | | \$ 200,000 |
| WW-01005 | Annual CIPP Corrosion Rehabilitation | | \$ 500,000 | | | | | \$ 500,000 |
| WW-01006 | Annual Fats, Oils, Grease Program (FOG) | | \$ 70,000 | | | | | \$ 70,000 |
| WW-01008 | Annual GIS Updates | | \$ 70,000 | | | | | \$ 70,000 |
| WW-01011 | Sanitary Sewer Video Inspection | | \$ 440,000 | | | | | \$ 440,000 |
| | General Plan | \$ 2,000,000 | | | | | | \$ 2,000,000 |
| TOTAL | | \$ 6,350,000 | \$ 2,730,000 | \$ 250,000 | \$ 1,150,000 | \$ 1,900,000 | \$ 10,000 | \$ 12,390,000 |

Fiscal Year 2024/25

| Project # | Project Name | CIP Fund | Sewer Fees | Traffic Impact Fee | in-Lieu Park | Dedicated Road Funds* | Other | Total |
|--------------|--|---------------------|---------------------|--------------------|---------------------|-----------------------|------------------|----------------------|
| CD-01003 | Annual Public Arts Projects | | | | | | \$ 10,000 | \$ 10,000 |
| CD-01020 | Climate Action Plan Implementation Program | \$ 55,000 | | | | | | \$ 55,000 |
| CF-01003 | Annual Civic Facilities Improvement | \$ 1,200,000 | | | | | | \$ 1,200,000 |
| CF-01009 | Annual Pathway Rehabilitation | | | | \$ 250,000 | | | \$ 250,000 |
| CF-01010 | Annual ADA Improvements (Facilities) | \$ 75,000 | | | | | | \$ 75,000 |
| CF-01017 | Annual Park Improvement Project | | | | \$ 980,000 | | | \$ 980,000 |
| TS-01001 | Annual Street Resurfacing | \$ 1,050,000 | | | | \$ 1,400,000 | | \$ 2,450,000 |
| TS-01003 | Annual Street Striping | \$ 100,000 | | | | \$ 100,000 | | \$ 200,000 |
| TS-01004 | Annual Street Slurry Seal | \$ 800,000 | | | | \$ 250,000 | | \$ 1,050,000 |
| TS-01005 | Annual Concrete Repair | \$ 200,000 | | | | | | \$ 200,000 |
| TS-01007 | Annual Neighborhood Traffic Management | | | \$ 50,000 | | | | \$ 50,000 |
| TS-01008 | Annual ADA Improvements (Streets and Roadways) | \$ 75,000 | | | | | | \$ 75,000 |
| TS-01009 | Annual City Alley Resurfacing | | | | | \$ 100,000 | | \$ 100,000 |
| TS-01013 | Annual Transportation Enhancements | \$ 75,000 | | | | | | \$ 75,000 |
| TS-01022 | Annual Collector Street Traffic Calming | | | \$ 100,000 | | | | \$ 100,000 |
| TS-01052 | Annual Bicycle/Pedestrian Access Improvements | \$ 350,000 | | \$ 100,000 | | \$ 50,000 | | \$ 500,000 |
| WW-01001 | Annual Sewer System Repair Program | | \$ 660,000 | | | | | \$ 660,000 |
| WW-01002 | Annual Structural Reach Replacement | | \$ 800,000 | | | | | \$ 800,000 |
| WW-01003 | Annual Root Foaming | | \$ 200,000 | | | | | \$ 200,000 |
| WW-01005 | Annual CIPP Corrosion Rehabilitation | | \$ 520,000 | | | | | \$ 520,000 |
| WW-01006 | Annual Fats, Oils, Grease Program (FOG) | | \$ 72,000 | | | | | \$ 72,000 |
| WW-01008 | Annual GIS Updates | | \$ 72,000 | | | | | \$ 72,000 |
| WW-01012 | Adobe Creek Sewer Main Replacement | | \$ 2,000,000 | | | | | \$ 2,000,000 |
| | City-wide Parks and Recreation Master Plan | | | | \$ 300,000 | | | \$ 300,000 |
| TOTAL | | \$ 3,980,000 | \$ 4,324,000 | \$ 250,000 | \$ 1,530,000 | \$ 1,900,000 | \$ 10,000 | \$ 11,994,000 |

Fiscal Year 2025/26

| Project # | Project Name | CIP Fund | Sewer Fees | Traffic Impact Fee | in-Lieu Park | Dedicated Road Funds* | Other | Total |
|--------------|--|----------------------|----------------------|---------------------|---------------------|-----------------------|---------------------|----------------------|
| CD-01003 | Annual Public Arts Projects | | | | | | \$ 10,000 | \$ 10,000 |
| CF-01003 | Annual Civic Facilities Improvement | \$ 1,200,000 | | | | | | \$ 1,200,000 |
| CF-01009 | Annual Pathway Rehabilitation | | | | \$ 250,000 | | | \$ 250,000 |
| CF-01010 | Annual ADA Improvements (Facilities) | \$ 75,000 | | | | | | \$ 75,000 |
| CF-01017 | Annual Park Improvement Project | | | | \$ 1,200,000 | | | \$ 1,200,000 |
| TS-01001 | Annual Street Resurfacing | \$ 1,050,000 | | | | \$ 1,400,000 | | \$ 2,450,000 |
| TS-01003 | Annual Street Striping | \$ 100,000 | | | | \$ 100,000 | | \$ 200,000 |
| TS-01004 | Annual Street Slurry Seal | \$ 800,000 | | | | \$ 250,000 | | \$ 1,050,000 |
| TS-01005 | Annual Concrete Repair | \$ 200,000 | | | | | | \$ 200,000 |
| TS-01007 | Annual Neighborhood Traffic Management | | | \$ 50,000 | | | | \$ 50,000 |
| TS-01008 | Annual ADA Improvements (Streets and Roadways) | \$ 75,000 | | | | | | \$ 75,000 |
| TS-01009 | Annual City Alley Resurfacing | | | | | \$ 100,000 | | \$ 100,000 |
| TS-01013 | Annual Transportation Enhancements | \$ 75,000 | | | | | | \$ 75,000 |
| TS-01022 | Annual Collector Street Traffic Calming | | | \$ 100,000 | | | | \$ 100,000 |
| TS-01052 | Annual Bicycle/Pedestrian Access Improvements | \$ 350,000 | | \$ 100,000 | | \$ 50,000 | | \$ 500,000 |
| WW-01001 | Annual Sewer System Repair Program | | \$ 670,000 | | | | | \$ 670,000 |
| WW-01002 | Annual Structural Reach Replacement | | \$ 800,000 | | | | | \$ 800,000 |
| WW-01003 | Annual Root Foaming | | \$ 200,000 | | | | | \$ 200,000 |
| WW-01005 | Annual CIPP Corrosion Rehabilitation | | \$ 535,000 | | | | | \$ 535,000 |
| WW-01006 | Annual Fats, Oils, Grease Program (FOG) | | \$ 74,000 | | | | | \$ 74,000 |
| WW-01008 | Annual GIS Updates | | \$ 74,000 | | | | | \$ 74,000 |
| WW-01009 | Sewer System Management Plan Update | | \$ 75,000 | | | | | \$ 75,000 |
| TOTAL | | \$ 3,925,000 | \$ 2,428,000 | \$ 250,000 | \$ 1,450,000 | \$ 1,900,000 | \$ 10,000 | \$ 9,963,000 |
| TOTAL | | \$ 32,262,137 | \$ 20,467,484 | \$ 1,847,988 | \$ 6,359,872 | \$ 12,114,864 | \$ 2,763,492 | \$ 75,815,837 |

*Gas Tax, Measure B, OBAG, Road Maint & Acct Act, TDA Article III

Annual Civic Facilities Improvement Project



This is a capital project for the repair, non-routine maintenance and improvements of civic facilities throughout Los Altos. Projects will include deferred and ongoing maintenance identified in the 2016 Comprehensive Civic Facilities Condition Assessment as well as facility improvements and upgrades to better serve the community. This project will also fund initial study or preliminary engineering for larger scale projects. FY 2021/22 will include an update to the 2016 Comprehensive Civic Facilities Condition Assessment and a facilities assessment for the Police Station and two Fire Stations.

| Civic Facilities-Buildings | | |
|--|---------------------------------------|--|
| CF - 01003 | Priority: Asset Preservation | Project Lead: P. Maslo |
| Initial Funding Year: Annual | Planned Start Date: Annual | Target Completion Date: Annual |
| Project Status: Annual | Expended as of March 31, 2021: | Operating Budget Impact: Decreased Emergency Repairs |

| Project | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 | | Total |
|--------------------------|--|-------------------|--------------------|--------------------|------------------|--------------------|------------------|
| | | | | | Planned | 2025/26 Planned | |
| Project Estimates | | | | | | | |
| Annual Civic Facilities | - | 750,000 | 1,200,000 | 1,200,000 | 1,200,000 | 1,200,000 | 5,550,000 |
| Funding Sources | | | | | | | |
| CIP | - | 750,000 | 1,200,000 | 1,200,000 | 1,200,000 | 1,200,000 | 5,550,000 |
| Total | - | 750,000 | 1,200,000 | 1,200,000 | 1,200,000 | 1,200,000 | 5,550,000 |

Emergency Operations Center



The Purpose of an EOC is to provide a centralized location where emergency management coordination and decision making can be supported during a critical incident, major emergency, or disaster. The EOC will provide essential services to the public after a natural disaster as well as support a number of critical tasks such as monitoring activities related to emergency preparedness and provide a location for collecting and analyzing data to help make decisions that protect the City of Los Altos.

| Civic Facilities-Buildings | | |
|----------------------------|---|---|
| CF - 01003A | Priority: | Project Lead: P. Maslo |
| Initial Funding Year: | Planned Start Date: | Target Completion Date: |
| Project Status: | Expended as of March 31, 2021: \$301,653 | Operating Budget Impact: Decreased Emergency Repairs |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/2025 Planned | 2025/26 Planned | Total |
|-----------------------------|--|-------------------|--------------------|--------------------|----------------------|--------------------|-----------|
| Project Estimates | | | | | | | |
| Emergency Operations Center | 2,718,677 | 300,000 | - | - | - | - | 3,018,677 |

| Funding Sources | | | | | | | |
|------------------------|------------------|----------------|----------|----------|----------|----------|------------------|
| CIP | 2,718,677 | 300,000 | - | - | - | - | 3,018,677 |
| Technology Fund | | | - | | | | |
| Total | 2,718,677 | 300,000 | - | - | - | - | 3,018,677 |

Annual Pathway Rehabilitation



The project provides for rehabilitation or replacement of existing bicycle and pedestrian pathway infrastructure that is not on the street system. Improvements will be based on condition assessment, the City's Pedestrian Master Plan, Bicycle Transportation Master Plan, and Parks Plan. The funds in FY2021/22 will be used for a condition and cost assessment study.

| Civic Facilities-Parks and Trails | | |
|--|--|--|
| CF - 01009 | Priority: Asset Preservation | Project Lead: Trans. Svcs. Mgr. |
| Initial Funding Year: Annual | Planned Start Date: Annual | Target Completion Date: Annual |
| Project Status: Annual | Expended as of March 31, 2021: - | Operating Budget Impact: Decreased Maintenance Costs |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|--|--|-------------------|--------------------|--------------------|--------------------|--------------------|-------|
|--|--|-------------------|--------------------|--------------------|--------------------|--------------------|-------|

Project Estimates

| | | | | | | | |
|----------------------------------|---|--------|---------|---------|---------|---------|-----------|
| Annual Pathway Rehabilitation | - | 50,000 | 250,000 | 250,000 | 250,000 | 250,000 | 1,050,000 |
|----------------------------------|---|--------|---------|---------|---------|---------|-----------|

Funding Source

| | | | | | | | |
|-------------------|----------|---------------|----------------|----------------|----------------|----------------|------------------|
| In-Lieu Park Fund | - | 50,000 | 250,000 | 250,000 | 250,000 | 250,000 | 1,050,000 |
| Total | - | 50,000 | 250,000 | 250,000 | 250,000 | 250,000 | 1,050,000 |

City Hall Emergency Back-up Power Generator



The existing stand-by generator at City Hall was installed in 1998 and was brought over from the Police Department. The City has been required by Bay Area Air Quality Management District (BAAQMD) and California Air Resources Board (CARB) to register the emergency generator under the Portable Equipment Registration Program. The generator is subject to unscheduled inspections by the State for compliance with emission requirements. While the existing generator is meeting the current emission requirements, it is aging and at risk of exceeding emission standards soon. The new more energy-efficient Cummings generator will meet all BAAQMD requirements and will be more cost-effective to operate.

| Civic Facilities-Buildings | | |
|---|--|--|
| CF - 01011 | Priority: Asset Preservation | Project Lead: M. Hernandez |
| Initial Funding Year: FY2017/18 | Planned Start Date: 2022/23 | Target Completion Date: 2023 |
| Project Status: Not Started | Expended as of March 31, 2021: - | Operating Budget Impact: Decreased Maintenance Costs |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|--------------------------------------|--|-------------------|--------------------|--------------------|--------------------|--------------------|----------------|
| Project Estimates | | | | | | | |
| City Hall Emergency Back-up Power | 0 | - | 150,000 | - | - | - | 150,000 |
| Funding Source | | | | | | | |
| CIP | 0 | - | 150,000 | - | - | - | 150,000 |
| Total | 0 | - | 150,000 | - | - | - | 150,000 |

MSC Fuel-Dispensing Station Overhead Canopy



The fuel dispensing island at the Municipal Services Center (MSC) has an above ground holding tank with containment wall around it. It is necessary to build a canopy to limit storm water entering the contained area and to provide cover for the fueling station to prevent excessive weathering of the electronic screens and keypads.

| Civic Facilities-Buildings | | |
|---|--|--|
| CF - 01013 | Priority: Asset Preservation | Project Lead: M. Hernandez |
| Initial Funding Year: FY2017/18 | Planned Start Date: FY2023/24 | Target Completion Date: 2023/24 |
| Project Status: Not Started | Expended as of March 31, 2021: - | Operating Budget Impact: Decreased Maintenance Costs |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|-----------------------------|--|-------------------|--------------------|--------------------|--------------------|--------------------|----------------|
| Project Estimates | | | | | | | |
| MSC Fuel-Dispensing Station | - | - | - | 300,000 | - | - | 300,000 |
| Funding Source | | | | | | | |
| CIP | - | - | - | - | - | - | - |
| Total | - | - | - | 300,000 | - | - | 300,000 |

Annual Park Improvements



This annual project provides for the design and construction and matching grant fund contributions for repair and improvements of parks throughout the City. Park improvement projects will be guided by the Parks Plan as well as the Parks and Recreation Commission. Projects for the FY 21/22 will include a Community Center pickleball and basketball court, designated picnic areas at Heritage Oaks and Grant Park, nativescape construction, and updating of the kitchen at Grant Park.

| Civic Facilities-Parks and Trails | | |
|--|---------------------------------------|--|
| CF - 01017 | Priority: Asset Preservation | Project Lead: M. Hernandez |
| Initial Funding Year: Annual | Planned Start Date: Annual | Target Completion Date: Annual |
| Project Status: Annual | Expended as of March 31, 2021: | Operating Budget Impact: Decreased Maintenance Costs |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|--------------------------|--|-------------------|--------------------|--------------------|--------------------|--------------------|------------------|
| Project Estimates | | | | | | | |
| Annual Park Improvements | 334,396 | 750,000 | 650,000 | 900,000 | 980,000 | 1,200,000 | 4,814,396 |
| Funding Source | | | | | | | |
| In-Lieu Park Fund | 334,396 | 750,000 | 650,000 | 900,000 | 980,000 | 1,200,000 | 4,814,396 |
| Total | 334,396 | 750,000 | 650,000 | 900,000 | 980,000 | 1,200,000 | 4,814,396 |

MSC Parking Lot Resurfacing



The pavement at the City's Municipal Services Center (MSC) is deteriorating and in need of repair. This project will include the design and construction of pavement rehabilitation and improvement of the current drainage system. The design will also incorporate the green infrastructure features into the project to comply with the current stormwater permit requirements.

| Civic Facilities-Facilities | | |
|---|--|--|
| CF - 01018 | Priority: Asset Preservation | Project Lead: V. Chen |
| Initial Funding Year: FY2018/19 | Planned Start Date: 2022 | Target Completion Date: 2023 |
| Project Status: In Progress | Expended as of March 31, 2021: \$0 | Operating Budget Impact: Decreased Maintenance Costs |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|-----------------------------|--|--------------------|--------------------|--------------------|--------------------|--------------------|------------------|
| Project Estimates | | | | | | | |
| MSC Parking Lot Resurfacing | 0 - | 1,300,000 - | - | - | - | - | 1,300,000 |
| Funding Source | | | | | | | |
| CIP | 0 - | 1,300,000 - | - | - | - | - | 1,300,000 |
| Total | 0 - | 1,300,000 - | - | - | - | - | 1,300,000 |

Parks and Recreation Master Plan



Update and expand the 2012 Parks Plan to include recreation facilities and programs as a comprehensive Parks and Recreation Master Plan update. Council to approve timing with preceded General Plan Update. Includes staff facilitating a consultant hiring process. Scope of work includes but is not limited to an extensive public outreach process, park and recreation standards, inventory, inclusivity, sustainability, analysis of operations and maintenance, long-term planning and implementation plan.

| | | |
|--|---|--|
| Civic Facilities | | |
| CF-XX | Priority: 16 (CC Coals and Objectives) | Project Lead: D. Legge |
| Initial Funding Year: FY 24-25 | Planned Start Date: Jul-24 | Target Completion Date: FY 26-27 |
| Project Status: Pending | | Operating Budget Impact: 300,000 |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/2025 Planned | 2025/26 Planned | Total |
|----------------------------------|--|-------------------|--------------------|--------------------|----------------------|--------------------|----------------|
| Project Estimates | | | | | | | |
| Parks and Recreation Master Plan | 300,000 | - | - | - | 300,000 | - | 300,000 |
| Funding Sources | | | | | | | |
| Park in Lieu Func | 300,000 | - | - | - | - | - | 300,000 |
| Total | 300,000 | - | - | - | 300,000 | - | 300,000 |

City Hall and Maintenance Services Building Security Systems



The monitored electronic security alarm systems at City Hall/Council Chambers and the Municipal Services Center are outdated and no longer supported by the manufacturer. An upgraded system that is supported is needed for seamless security monitoring of these two vital facilities.

| Civic Facilities-Buildings | | |
|--|--------------------------------------|--|
| CF - XX | Priority: Asset Preservation | Project Lead: M. Hernandez |
| Initial Funding Year: FY 21/22 | Planned Start Date: Sep-21 | Target Completion Date: Oct-21 |
| Project Status: Pending | | Operating Budget Impact: None |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/2025 Planned | 2025/26 Planned | Total |
|--|--|-------------------|--------------------|--------------------|----------------------|--------------------|---------------|
| Project Estimates | | | | | | | |
| City Hall and Maintenance Services Building Security | | 70,000 | - | - | - | - | 70,000 |
| Funding Sources | | | | | | | |
| Technology Fund | | 70,000 | - | - | - | - | 70,000 |
| Total | | 70,000 | - | - | - | - | 75,000 |

Public Arts Program



The Annual Arts project provides for the recruitment, acquisition, installation, identification and maintenance costs of the City's public art program. The primary purpose of the project is to bring new art to Los Altos and to maintain the public art currently in place in the City. Project funds could be utilized for construction of pedestals for sculptures, plaques identifying pieces of art, stipends for artists and maintenance of pieces of art owned by the City. Future allocations will be proposed as identified in the upcoming years.

| | | |
|--|---------------------------------------|--|
| Community Development-General | | |
| CD - 01003 | Priority: Quality of Life | Project Lead: Recreation Services |
| Initial Funding Year: Annual | Planned Start Date: Annual | Target Completion Date: Annual |
| Project Status: Ongoing | Expended as of March 31, 2021: | Operating Budget Impact: None |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|--|--|-------------------|--------------------|--------------------|--------------------|--------------------|-------|
|--|--|-------------------|--------------------|--------------------|--------------------|--------------------|-------|

Project Estimates

| | | | | | | | |
|---------------------|---|--------|--------|--------|--------|--------|---------|
| Public Arts Program | 0 | 60,000 | 50,000 | 10,000 | 10,000 | 10,000 | 140,000 |
|---------------------|---|--------|--------|--------|--------|--------|---------|

Funding Source

| | | | | | | | |
|-----------------|----------|---------------|---------------|---------------|---------------|---------------|----------------|
| Public Art Fund | 0 | 60,000 | 50,000 | 10,000 | 10,000 | 10,000 | 140,000 |
| Total | 0 | 60,000 | 50,000 | 10,000 | 10,000 | 10,000 | 140,000 |

IT Initiatives



As of 2021 Q2, the first two phases of the City's IT strategic roadmap have been completed. These phases were to replace outdated devices and services, virtualize and centralize server management to have a reliable hardware as the foundation for business continuity. Several server hardware have been consolidated using high-density hyperconverged servers; New high-availability firewalls, UPS (uninterruptible power supply), backup appliance and message archiver have also been added to the reconfigured server racks.

The third phase of the IT strategic roadmap targets the business applications utilized by all departments. This phase will have the greatest impact on the services provided to the public. TRAKiT (Community Development), CivicRec (Recreation) and Finance Enterprise (Finance) are some examples.

As technology evolves, plus the impact of COVID-19 pandemic, the final phase will target a complete and continuous hardware and software refresh, to meet the needs of both in-office and remote works. More mobile devices and remote management tools are expected to be added, and this will allow IT staff to respond quickly with more flexibilities.

| Community Development-Technology | | |
|---|---|--|
| CD - 01008 | Priority: Asset Preservation | Project Lead: A. Tseng |
| Initial Funding Year: FY2015/16 | Planned Start Date: FY2015/16 | Target Completion Date: 2020 |
| Project Status: In Progress | Expended as of March 31, 2021: \$1,040,667.74 | Operating Budget Impact: Improved Staff Productivity |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|--------------------------|--|-------------------|--------------------|--------------------|--------------------|--------------------|----------------|
| Project Estimates | | | | | | | |
| IT Initiatives | 214,160 | 180,000 | 350,000 - | - | - | - | 744,160 |
| Funding Source | | | | | | | |
| Technology Fund | | 180,000 | 350,000 - | - | - | - | 744,160 |
| Total | 214,160 | 180,000 | 350,000 - | - | - | - | 744,160 |

Annual Storm Drain Improvements



An important element of the Los Altos infrastructure is the network of storm water conveyance facilities that deliver storm water runoff to the four creeks in Los Altos which terminate at San Francisco Bay. These facilities include curbs and gutters, drainage swales, drain inlets and catch basins, underground pipes ranging from 12 inches to 66 inches in diameter, manholes, and outfalls at the creeks.

This project provides for rehabilitation or replacement of existing infrastructure, installation of new infrastructure, and professional services as they relate to special studies or reports needed to remain in compliance with the San Francisco Regional Permit (MRP under the National Pollutant Discharge Elimination System (NPDES) permit, and FEMA requirements. FY 2021/22 funds will be used for improvements along Milverton Road.

Community Development-Storm Drain System

CD - 01012

Priority: Asset Preservation

Project Lead: A. Trese

| | | |
|--|--|--|
| Initial Funding Year: Annual | Planned Start Date: Annual | Target Completion Date: Annual |
| Project Status: Ongoing | Expended as of March 31, : \$560,821 | Operating Budget Impact: Increased Maintenance Costs |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|---------------------------------|--|-------------------|--------------------|--------------------|--------------------|--------------------|----------------|
| Project Estimates | | | | | | | |
| Annual Storm Drain Improvements | 12,492 | 950,000 | - | - | - | - | 962,492 |
| Funding Source | | | | | | | |
| CIP | 12,492 | 950,000 | - | - | - | - | 962,492 |
| Total | 12,492 | 950,000 | - | - | - | - | 962,492 |

Downtown Lighting Cabinet Replacement



Some of the downtown lighting cabinets have reached the end of their useful life and need replacement. This project will replace three lighting cabinets in downtown and provide additional outlets in locations of need.

Community Development-General

CD - 01018 **Priority:** Asset Preservation **Project Lead:** T. Quach

| | | |
|---|---|---|
| Initial Funding Year: FY2017/18 | Planned Start Date: FY2022/23 | Target Completion Date: 2023/24 |
|---|---|---|

| | | |
|---------------------------------------|--|--|
| Project Status: Not Started | Expended as of March 31, 2021: - | Operating Budget Impact: Decreased Maintenance Costs |
|---------------------------------------|--|--|

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|---------------------------------------|--|-------------------|--------------------|--------------------|--------------------|--------------------|---------|
| Project Estimates | | | | | | | |
| Downtown Lighting Cabinet Replacement | - | - | 200,000 | - | - | - | 200,000 |

Funding Source

| | | | | | | | |
|--------------|---|---|---------|---|---|---|---------|
| CIP | - | - | 200,000 | - | - | - | 200,000 |
| Total | - | - | 200,000 | - | - | - | 200,000 |

Climate Action Plan Implementation Program



Climate Action Plan Implementation: Climate Action Plan has been developed and implemented. An update to the Climate Action Plan will be needed in 2021. The update to the 2013 CAP began in 2020/2021- the CAAP (Climate Action and Adaptation Plan) is currently being developed with a target completion by the end of 2021/beginning 2022.

| Community Development-General | | |
|---|---|---|
| CD - 01020 | Priority: Quality of Life | Project Lead: E. Ancheta |
| Initial Funding Year: FY2017/18 | Planned Start Date: FY2020/21 | Target Completion Date: 2021/2022 |
| Project Status: Started | Expended as of March 31, 2021: \$8,202.40 | Operating Budget Impact: None |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|---|--|-------------------|--------------------|--------------------|--------------------|--------------------|----------------|
| Project Estimates | | | | | | | |
| Climate Action Plan Implementation CAAP Updates | 75,000 | - | - | - | 55,000 | - | 130,000 |
| Funding Source | | | | | | | |
| CIP | 75,000 | - | - | - | 55,000 | - | 130,000 |
| Total | 75,000 | - | - | - | 55,000 | - | 130,000 |

Los Altos General Plan Update



A Community engagement effort that will result in the update to all the elements, save the Housing Element, of the Los Altos General Plan.

| Community Development | | |
|--|---|---|
| CD-XX | Priority: Goal 2, Objective 6 | Project Lead: J. Biggs |
| Initial Funding Year: FY 23/24 | Planned Start Date: Beginning of FY 23/24 | Target Completion Date: End of FY 25/26 |
| Project Status: Pending | | Operating Budget Impact: 2,000,000 Estimate |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/2025 Planned | 2025/26 Planned | Total |
|----------------------------------|--|-------------------|--------------------|--------------------|----------------------|--------------------|------------------|
| Project Estimates | | | | | | | |
| Los Altos General Plan Update | | - | - | 2,000,000 | - | - | 2,000,000 |
| Funding Sources | | | | | | | |
| General Fund | | - | - | 2,000,000 | - | - | 2,000,000 |
| | | | | - | | | - |
| Total | | - | - | 2,000,000 | - | - | 2,000,000 |

Los Altos Housing Element Update



An update to the Housing Element of the Los Altos General Plan.

| Community Development | | |
|--|---|--|
| CD-XX | Priority: Goal 1: Objective No. 1 | Project Lead: J. Biggs |
| Initial Funding Year: FY 22/23 | Planned Start Date: Beginning of FY 22/23 | Target Completion Date: Early FY 23/24 |
| Project Status: Underway | | Operating Budget Impact: 600,228 |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/2025 Planned | 2025/26 Planned | Total |
|----------------------------------|--|-------------------|--------------------|--------------------|----------------------|--------------------|----------------|
| Project Estimates | | | | | | | |
| Update to the Housing Element | 42,139 | 600,000 | - | - | - | - | 642,139 |
| Funding Sources | | | | | | | |
| CIP | 42,139 | 565,000 | - | - | - | - | 607,139 |
| REAP | - | 35,000 | - | - | - | - | 35,000 |
| Total | 42,139 | 600,000 | - | - | - | - | 642,139 |

Annual Traffic Sign Replacement



There are approximately 8,000 standard roadway traffic signs throughout the City, including street name signs.

The City plans to conduct a GIS Inventory of signs around the City and measure their condition to help develop a maintenance plan to replace old or damaged signs in a 5-year period.

Transportation-Pedestrian/Bicycle Safety

TS - 01006

Priority: Health & Safety

Project Lead: Trans. Svcs. Mgr.

Initial Funding Year:

Annual

Planned Start Date:

Annual

Target Completion Date:

Annual

Project Status:

Annual

Expended as of March 31, 2021:

\$2,600.46

Operating Budget Impact:

Decreased Maintenance Costs

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|--|--|-------------------|--------------------|--------------------|--------------------|--------------------|-------|
|--|--|-------------------|--------------------|--------------------|--------------------|--------------------|-------|

Project Estimates

| | | | | | | | |
|---------------------------------|--------|---------|---|---|---|---|---------|
| Annual Traffic Sign Replacement | 94,821 | 200,000 | - | - | - | - | 294,821 |
|---------------------------------|--------|---------|---|---|---|---|---------|

Source

| | | | | | | | |
|--------------|---------------|----------------|----------|----------|----------|----------|----------------|
| CIP | 94,821 | 200,000 | - | - | - | - | 294,821 |
| Total | 94,821 | 200,000 | - | - | - | - | 294,821 |

Annual ADA Improvements (Streets and Roadways)



The project will continue efforts to improve Americans with Disabilities Act (ADA) accessibility within the public right of way (ROW) throughout the City. This would include ramps at various intersections throughout the City, correcting existing sidewalks that have inadequate access, ADA compliant pedestrian push buttons at City street intersections and also improve accessibility by replacing pedestrian paths of travel that are uplifted, cracked, too narrow, or otherwise out of compliance with current ADA requirements. Improvements will be based on the City's ADA transition plan and in conjunction with the Bicycle and Pedestrian Advisory Commission's recommendations. ADA compliance is a federal requirement.

| Transportation-Streets/Roadways | | |
|--|--|--|
| TS - 01008 | Priority: Asset Preservation | Project Lead: Trans. Svcs. Mgr. |
| Initial Funding Year: Annual | Planned Start Date: Annual | Target Completion Date: Annual |
| Project Status: Annual | Expended as of March 31, 2021: - | Operating Budget Impact: None |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|--|--|-------------------|--------------------|--------------------|--------------------|--------------------|----------------|
| Project Estimates | | | | | | | |
| Annual ADA Improvements (Streets and Roadways) | 136,697 | 75,000 | 200,000 | 200,000 | 75,000 | 75,000 | 761,697 |
| Source | | | | | | | |
| CIP | 136,697 | 75,000 | 200,000 | 200,000 | 75,000 | 75,000 | 761,697 |
| Total | 136,697 | 75,000 | 200,000 | 200,000 | 75,000 | 75,000 | 761,697 |

University Ave & Milverton Rd Sidewalk Gap Closure Project



This project will fund the design phase of a sidewalk gap closure along the west side of University Ave to Milverton Road.

Transportation-Pedestrian/Bicycle Safety

TS - 01051

Priority: Asset Preservation

Project Lead: Trans. Svcs. Mgr.

| | | |
|---|--|--|
| Initial Funding Year: FY2018/19 | Planned Start Date: FY2021/22 | Target Completion Date: 2022/23 |
| Project Status: Not Started | Expended as of March 31, 2019: - | Operating Budget Impact: Increased Maintenance Costs |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|--|--|-------------------|--------------------|--------------------|--------------------|--------------------|-------|
|--|--|-------------------|--------------------|--------------------|--------------------|--------------------|-------|

Project Estimates

| | | | | | | | |
|---|--------|---|---------|---|---|---|---------|
| University Ave & Milverton Rd Sidewalk Gap Closure Project | 65,000 | - | 100,000 | - | - | - | 165,000 |
|---|--------|---|---------|---|---|---|---------|

Source

| | | | | | | | |
|--------------|---------------|----------|----------------|----------|----------|----------|----------------|
| CIP | 65,000 | - | 100,000 | - | - | - | 165,000 |
| Total | 65,000 | - | 100,000 | - | - | - | 165,000 |

Fremont Ave Pedestrian Bridge Rehabilitation



The existing pedestrian bridge was constructed in the mid-1970s and provides access to residents and commuters crossing Permanente Creek at Fremont Avenue. As a result of the community outreach efforts in 2009 for the Fremont Avenue vehicular bridge replacement project, concerns were voiced over this structure. In 2016, the feasibility study was conducted and concluded rehabilitation to be the most cost-effective and recommended alternative. Rehabilitation would include replacement of timber decking, replacement of structural blocking and cross bracing, replacement of endspans middle glulam stringers, replacement of timber railing, installation of a drainage system, and backfilling of the first span to repair scour damage and loss of backfill material. The existing bridge abutment will remain.

The design phase of bridge rehabilitation began in March 2021, and construction is anticipated to complete in Spring 2022.

| Transportation-Streets/Roadways | | |
|---|--|--|
| TS - 01055 | Priority: Asset Preservation | Project Lead: Trans. Svcs. Mgr. |
| Initial Funding Year: FY2017/18 | Planned Start Date: FY2020/21 | Target Completion Date: Spring 2022 |
| Project Status: In Design | Expended as of March 31, 2021: \$0 | Operating Budget Impact: Decreased Maintenance Costs |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|--|--|-------------------|--------------------|--------------------|--------------------|--------------------|----------------|
| Project Estimates | | | | | | | |
| Fremont Ave Pedestrian Bridge Rehabilitation | 193,234 | 260,000 | - | - | - | - | 453,234 |
| Source | | | | | | | |
| CIP | 193,234 | 260,000 | - | - | - | - | 453,234 |
| Total | 193,234 | 260,000 | - | - | - | - | 453,234 |

Fremont Ave Pavement Rehabilitation



Fremont Avenue provides a direct east-west connection between the city between Sunnyvale and Foothill Expressway. Fremont Avenue also serves as a priority corridor for bicyclists and pedestrians due to adjacent schools in the area.

This project will repair pavement failure areas on Fremont Avenue between Grant Road and the westerly city limit near the Stevens Creek Bridge. Repairs along adjacent multi-use pathways may be provided as well to help improve pedestrian and bicycle facilities.

| Transportation-Streets/Roadways | | |
|---|---|---|
| TS - 01056 | Priority: Asset Preservation | Project Lead: Trans. Svcs. Mgr. |
| Initial Funding Year: FY2018/19 | Planned Start Date: FY2019/20 | Target Completion Date: Fall 2021 |
| Project Status: Bid Advertisement | Expended as of March 31, 2021 : - | Operating Budget Impact: Decrease Maintenance Costs |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|-------------------------------------|--|-------------------|--------------------|--------------------|--------------------|--------------------|------------------|
| Project Estimates | | | | | | | |
| Fremont Ave Pavement Rehabilitation | 2,183,864 | - | - | - | - | - | 2,183,864 |
| Funding Sources | | | | | | | |
| CIP | 119,000 | - | - | - | - | - | 119,000 |
| OBAG | 2,064,864 | - | - | - | - | - | 2,064,864 |
| Total | 2,183,864 | - | - | - | - | - | 2,183,864 |

In-Road Light System Maintenance



The City has existing pedestrian-activated in-pavement warning light systems in and around Downtown. The existing systems are past their useful life and failures in the equipment are starting to occur. This project will replace failed in-pavement lights and adjacent signs with flashing lights at the following locations:

- San Antonio Road & Loucks Avenue
- San Antonio Road & Pine Street
- San Antonio Road & Mt Hamilton Avenue
- San Antonio Road & Hillview Avenue
- San Antonio Road & Hawthorne Avenue
- San Antonio Road & Pepper Drive
- San Antonio Road & Lyell Street
- Almond Avenue & N Gordon Way

| Transportation-Streets/Roadways | | |
|---|--|---|
| TS - 01057 | Priority: Asset Preservation | Project Lead: Trans. Svcs. Mgr. |
| Initial Funding Year: FY2018/19 | Planned Start Date: TBD | Target Completion Date: TBD |
| Project Status: In Design | Expended as of March 31, 2021: - | Operating Budget Impact: Decrease Maintenance Costs |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|-------------------------------------|--|-------------------|--------------------|--------------------|--------------------|--------------------|----------------|
| Project Estimates | | | | | | | |
| In-Road Light System Maintenance | 75,000 | 300,000 | - | - | - | - | 375,000 |
| Source | | | | | | | |
| CIP | 75,000 | 300,000 | - | - | - | - | 375,000 |
| Total | 75,000 | 300,000 | - | - | - | - | 375,000 |

SR2S Improvements Map Recommendations



The Complete Streets Master Plan is developing a list of school-focused signage and striping improvements along Suggested Routes to Schools in the City. This project will be used to implement signage and striping improvements identified as part of the Complete Streets Master Plan - safe routes to school planning efforts. Improvements will be built over a two-year period following adoption of the Complete Streets Master Plan.

Transportation-Pedestrian/Bicycle Safety

TS-01060

Priority: Health & Safety

Project Lead: Trans. Svcs. Mgr.

| | | |
|---|--|--|
| Initial Funding Year: FY2021/22 | Planned Start Date: TBD | Target Completion Date: TBD |
| Project Status: Not Started | Expended as of March 31, 2021: \$0 | Operating Budget Impact: Increased Maintenance Costs |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|---|--|-------------------|--------------------|--------------------|--------------------|--------------------|---------|
| Project Estimates | | | | | | | |
| SR2S Improvements Map Recommendations | - | 300,000 | 200,000 | - | - | - | 500,000 |

Source

| | | | | | | | |
|---------------------|---|----------------|----------------|---|---|---|----------------|
| Traffic Impact Fees | - | 300,000 | 200,000 | - | - | - | 500,000 |
| Total | - | 300,000 | 200,000 | - | - | - | 500,000 |

Foothill Expwy Widening From Homestead Road To I-280 Overpass (Design)



The Valley Transportation Authority – 2016 Measure B Program includes a recommended project to widen Foothill Expressway between Homestead Road and I-280. This project will help the County of Santa Clara partially fund the design phase for the widening project, so the project is shovel-ready and more competitive for the use of future Measure B 2016 construction funds.

| Transportation-Pedestrian/Bicycle Safety | | |
|---|--|--|
| TS-01061 | Priority: Health & Safety | Project Lead: Trans. Svcs. Mgr. |
| Initial Funding Year: FY2021/22 | Planned Start Date: FY2022/23 | Target Completion Date: TBD |
| Project Status: Not Started | Expended as of March 31, 2021: \$0 | Operating Budget Impact: Increased Maintenance Costs |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|--|--|-------------------|--------------------|--------------------|--------------------|--------------------|----------------|
| Project Estimates | | | | | | | |
| Foothill Expy. Widening Between Homestead & I- 280 | - | - | 250,000 | - | - | - | 250,000 |
| Funding Source | | | | | | | |
| CIP | - | - | 250,000 | - | - | - | 250,000 |
| Total | - | - | 250,000 | - | - | - | 250,000 |

Annual Sewer System Repair Program



The 2013 Sanitary Sewer Master Plan Update recommended replacement of segments of pipes located at various locations throughout the City that are included in the 30-day focused cleaning schedule that have severe sags. Such sags can cause accumulation of debris and grease which necessitates frequent cleaning.

Wastewater Systems--Sewer

WW - 01001

Priority: Asset Preservation

Project Lead: T. Nguyen

Initial Funding Year:

Planned Start Date:

Target Completion Date:

Annual

Annual

Annual

Project Status:

Expended as of March 31, 2021:

Operating Budget Impact:

Annual

Decreased Emergency Repairs

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|--|--|-------------------|--------------------|--------------------|--------------------|--------------------|-------|
|--|--|-------------------|--------------------|--------------------|--------------------|--------------------|-------|

Project Estimates

| | | | | | | | |
|---------------------------------------|---------|---------|---------|---------|---------|---------|-----------|
| Annual Sewer System Repair Program | 859,418 | 630,000 | 640,000 | 650,000 | 660,000 | 670,000 | 4,109,418 |
|---------------------------------------|---------|---------|---------|---------|---------|---------|-----------|

Source

| | | | | | | | |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|------------------|
| Sewer | 859,418 | 630,000 | 640,000 | 650,000 | 660,000 | 670,000 | 4,109,418 |
| Total | 859,418 | 630,000 | 640,000 | 650,000 | 660,000 | 670,000 | 4,109,418 |

Annual CIPP Corrosion Rehabilitation



This project consists of work to repair pipe corrosion using the cured-in-place pipe (CIPP) repair method for the trunk sewer. The pipe sizes range from 24-inches to 42-inches, which are the largest pipe diameter sections in the system that deliver sewage to the Palo Alto Regional Water Quality Control Plant. The trunk sewer rehabilitation is prioritized to rehabilitate the reaches that are most corroded as determined from inspections of the trunk sewer pipe.

| Wastewater Systems--Sewer | | |
|--|---------------------------------------|--|
| WW - 01005 | Priority: Asset Preservation | Project Lead: A. Trese |
| Initial Funding Year: Annual | Planned Start Date: Annual | Target Completion Date: Annual |
| Project Status: Annual | Expended as of March 31, 2021: | Operating Budget Impact: Decreased Emergency Repairs |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|--|--|-------------------|--------------------|--------------------|--------------------|--------------------|------------------|
| Project Estimates | | | | | | | |
| Annual CIPP Corrosion Rehabilitation | 473,925 | 465,000 | 480,000 | 500,000 | 520,000 | 535,000 | 2,973,925 |
| Source | | | | | | | |
| Sewer | 473,925 | 465,000 | 480,000 | 500,000 | 520,000 | 535,000 | 2,973,925 |
| Total | 473,925 | 465,000 | 480,000 | 500,000 | 520,000 | 535,000 | 2,973,925 |

Annual Fats, Oils, Grease Program (FOG)



A fats, oil and grease (FOG) program is critical to the operation of a sewer system. This project provides funding for inspections and follow-up and to educate customers on best management practices to prevent sewer back-ups resulting from FOG being deposited into drains and ultimately to the sewage collection system.

Wastewater Systems--Sewer

WW - 01006

Priority: Asset Preservation

Project Lead: A. Trese

Initial Funding Year:

Planned Start Date:

Target Completion Date:

Annual

Annual

Annual

Project Status:

Expended as of March 31, 2021:

Operating Budget Impact:

Annual

Decreased Maintenance Costs

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|---|--|-------------------|--------------------|--------------------|--------------------|--------------------|----------------|
| Project Estimates | | | | | | | |
| Annual Fats, Oils, Grease Program (FOG) | 66,566 | 66,000 | 68,000 | 70,000 | 72,000 | 74,000 | 416,566 |
| Source | | | | | | | |
| Sewer | 66,566 | 66,000 | 68,000 | 70,000 | 72,000 | 74,000 | 416,566 |
| Total | 66,566 | 66,000 | 68,000 | 70,000 | 72,000 | 74,000 | 416,566 |

Annual GIS Updates



Current and updated maps are critical to the operation and maintenance of the collection system. The maps are used when maintenance crews respond to sewer problem calls and by engineers designing capital projects. This project will update the City's GIS with information from new capital projects, inspection and maintenance data.

Wastewater Systems--Sewer

WW - 01008

Priority: Efficiency/Cost Savings

Project Lead: V. Woo

Initial Funding Year:

Planned Start Date:

Target Completion Date:

Annual

Annual

Annual

Project Status:

Expended as of March 31, 2021:

Operating Budget Impact:

Annual

\$13,297.35

Improved Staff Productivity

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|--|--|-------------------|--------------------|--------------------|--------------------|--------------------|-------|
|--|--|-------------------|--------------------|--------------------|--------------------|--------------------|-------|

Project Estimates

| | | | | | | | |
|--------------------|---------|--------|--------|--------|--------|--------|---------|
| Annual GIS Updates | 319,911 | 66,000 | 68,000 | 70,000 | 72,000 | 74,000 | 669,911 |
|--------------------|---------|--------|--------|--------|--------|--------|---------|

Source

| | | | | | | | |
|--------------|----------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Sewer | 319,911 | 66,000 | 68,000 | 70,000 | 72,000 | 74,000 | 669,911 |
| Total | 319,911 | 66,000 | 68,000 | 70,000 | 72,000 | 74,000 | 669,911 |

Sewer System Management Plan Update

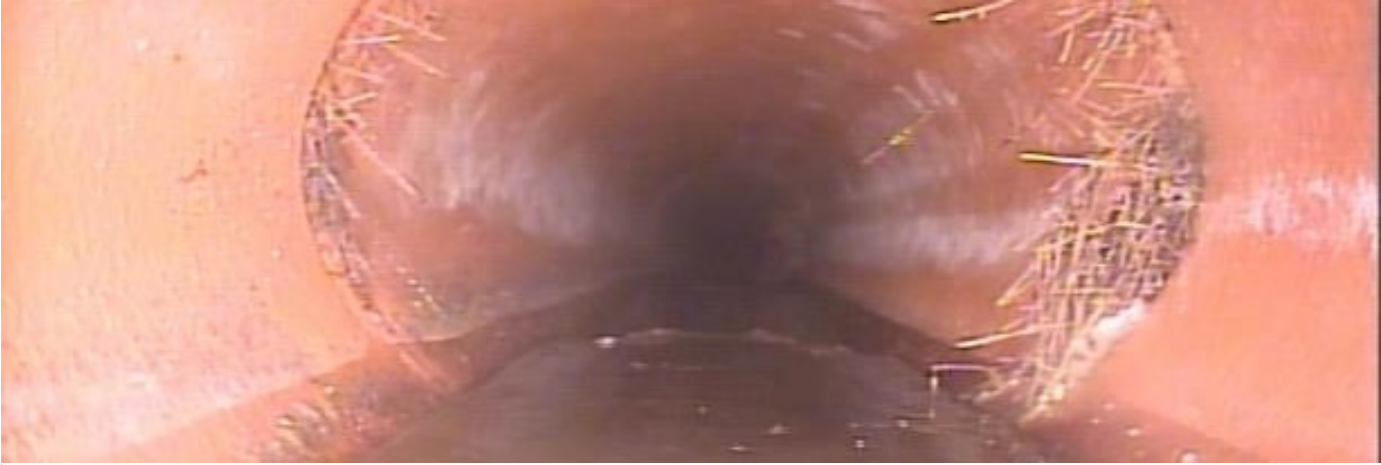


In accordance with State requirements, this project will update the City of Los Altos Sewer System Management Plan. The updating is typically done by a sewer management consultant. Update of the SSMP will be based on State Water Resources Control Board (SWRCB) general waste discharge requirements.

| Wastewater Systems--Sewer | | |
|---|--|---|
| WW - 01009 | Priority: Asset Preservation | Project Lead: T. Nguyen |
| Initial Funding Year: FY2021/22 | Planned Start Date: 2021/22 | Target Completion Date: 2021 |
| Project Status: Not Started | Expended as of March 31, 2019: - | Operating Budget Impact: None |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|---|--|-------------------|--------------------|--------------------|--------------------|--------------------|----------------|
| Project Estimates | | | | | | | |
| Sewer System Management Plan Update | 50,000 | 25,000 | - | - | - | 75,000 | 150,000 |
| Source | | | | | | | |
| Sewer | 50,000 | 25,000 | - | - | - | 75,000 | 150,000 |
| Total | 50,000 | 25,000 | - | - | - | 75,000 | 150,000 |

Sanitary Sewer Video Inspection



As sewer system networks age, the risk of deterioration, blockages, and collapses becomes a major concern. Cleaning and inspecting sewer lines are essential to maintaining a properly functioning system; these activities further a community's reinvestment into its wastewater infrastructure. Inspection programs are required to determine current sewer conditions and to aid in planning a maintenance strategy. Video inspections are the most frequently used, most cost efficient, and most effective method to inspect the internal condition of a sewer.

The 2013 Sanitary Sewer Master Plan Update recommends full video inspection of the sanitary sewer system every 5 years. Current video inspection data was last collected between 2002 and 2012.

| Wastewater Systems--Sewer | | |
|---|---|--|
| WW - 01011 | Priority: Asset Preservation | Project Lead: T. Nguyen |
| Initial Funding Year: FY2018/19 | Planned Start Date: FY2020/21 | Target Completion Date: 2024 |
| Project Status: Not Started | Expended as of March 31, : - | Operating Budget Impact: Decreased Emergency Repairs |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|---------------------------------|--|-------------------|--------------------|--------------------|--------------------|--------------------|------------------|
| Project Estimates | | | | | | | |
| Sanitary Sewer Video Inspection | 467,997 | 430,000 | - | 440,000 | - | - | 1,337,997 |
| Source | | | | | | | |
| Sewer | 467,997 | 430,000 | - | 440,000 | - | - | 1,337,997 |
| Total | 467,997 | 430,000 | - | 440,000 | - | - | 1,337,997 |

Adobe Creek Sewer Main Replacement



This project scope includes replacing, and for some segments realigning, 53 sewer main segments, located along or near Adobe Creek. This comprises a total of 6,580 linear feet of pipe replacement. The existing 6-inch and 8-inch pipes will be replaced with new 8-inch pipe to increase capacity. The sewer line segments identified for this project are located near the City's border with the Town of Los Altos Hills, north of Manresa Avenue and south of Edith Avenue.

| Wastewater Systems--Sewer | | |
|---|--|--|
| WW - 01012 | Priority: Asset Preservation | Project Lead: T. Nguyen |
| Initial Funding Year: FY2020/21 | Planned Start Date: | Target Completion Date: Annual |
| Project Status: Design | Expended as of March 31, 2021: - | Operating Budget Impact: Decreased Emergency Repairs |

| | Estimated Appropriated Project Balance | 2021/22 Budget | 2022/23 Planned | 2023/24 Planned | 2024/25 Planned | 2025/26 Planned | Total |
|---------------------------------------|--|----------------|--------------------|--------------------|--------------------|--------------------|------------------|
| Project Estimates | | | | | | | |
| Adobe Creek Sewer Main Replacement | 692,298 | - | 2,000,000 | - | - | 2,000,000 | 4,692,298 |
| Source | | | | | | | |
| Sewer | 692,298 | - | 2,000,000 | - | - | 2,000,000 | 4,692,298 |
| Total | 692,298 | - | 2,000,000 | - | - | 2,000,000 | 4,692,298 |

RESOLUTION NO. 2021-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
ADOPTING THE FY 2021/22 – 2022/23 OPERATING BUDGET**

WHEREAS, it has been determined that the adoption of a biennial Operating Budget is an effective and prudent management tool; and

WHEREAS, the City Council reviewed the FY 2021/22 – 2022/23 Operating Budget at public study sessions held on May 18, 2021 and June 1, 2021; and

WHEREAS, increases in salary ranges are to take effect in the first full pay period of July 1, 2021.

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

1. The City of Los Altos FY 2021/22 – 2022/23 Operating Budget has been presented and reviewed by City Council with regard to the approval of estimated revenues, appropriations, capital projects, and transfers for all City funds in accordance with adopted Financial and Investment Policies; and
2. City programs, services and activities will be provided and maintained within the confines of this Financial Plan/Biennial Operating Budget in a manner consistent with adopted Financial Policies; and
3. Funds are deemed appropriated for those purposes and in amounts contained in said Financial Plan/Biennial Operating Budget and the City Manager is authorized to approve appropriations and transfers of these funds to the extent allowed by law and Financial Policies in implementing the work programs incorporated within the adopted budget; and
4. This budget includes the maintenance of an Operating Reserve of 20%; and
5. Encumbrances (obligated contract commitments), active capital improvement projects, and active grant awards that have not been completed or received at the end of each fiscal year shall be carried forward and re-appropriated into the next fiscal year.

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 ____ day of ____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Neysa Fligor, MAYOR

Attest:

Andrea Chelemengos, MMC, CITY CLERK

RESOLUTION NO. 2021-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
ADOPTING THE FY 2022-2026 FIVE-YEAR CAPITAL IMPROVEMENT
PROGRAM**

WHEREAS, the City Council reviewed the FY 2022-2026 Capital Improvement Program at a public study session held on June 1, 2021; and

WHEREAS, modifications and/or adjustments identified in the aforementioned public meeting are incorporated within the five-year CIP before the Council.

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

1. Adopts the FY 2022-2026 Five-Year Capital Improvement Program submitted as presented for those respective fiscal years and appropriates funds, for all respective funds, for the projects identified within FY 2021/22; and
2. Authorizes the City Manager to proceed with those FY 2021/22 projects identified for implementation or the commencement of planning for them.

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 ____ day of ____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Neysa Fligor, MAYOR

Attest:

Andrea Chelemengos, MMC, CITY CLERK

RESOLUTION NO. 2021-33

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
REAFFIRMING THE FY 2021-22 TRANSIENT OCCUPANCY TAX RATE**

WHEREAS, on November 6, 2018 the voters of the City of Los Altos approved an increase in the Transient Occupancy Tax from 11% to a maximum of 14%; and

WHEREAS, the Los Altos Municipal Code requires that each year, following adoption of the City's budget, the City Council will determine the rate to be charged for the Transient Occupancy Tax, and shall set that rate in an amount no to exceed the rate authorized by the ordinance; and

WHEREAS, the City Council adopted the budget on June 22, 2021.

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

1. Adopt the Transient Occupancy Tax of 14% pursuant to Section 3.36.020; and
2. Maintain this rate to fund general governmental operational expenses as necessary.

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 ____ day of ____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Neysa Fligor, MAYOR

Attest:

Andrea Chelemengos, MMC, CITY CLERK

RESOLUTION NO. 2021-34

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
REAFFIRMING THE FY 2021/22 UTILITY USERS TAX RATE**

WHEREAS, the rate of tax for each of the Utility Users Taxes imposed in Section 3.40.070, 3.40.090, and 3.40.110 of the Los Altos Municipal Code does hereby remain fixed and levied at 3.5 percent until further action of the City Council; and

WHEREAS, the Los Altos Municipal Code requires that each year, following adoption of the City's budget, the City Council will determine the rate to be charged for the Utility Users Tax and shall set that rate in an amount not to exceed the rate authorized by the ordinance; and

WHEREAS, the City Council adopted the budget on June 22, 2021.

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

1. The rate of tax for each of the utility users taxes imposed in Sections 3.40.070, 3.40.090, and 3.40.110 of the Los Altos Municipal Code does hereby remain fixed and levied at 3.5 percent until further action of the City Council; and
2. Maintain this rate to fund general governmental operational expenses as necessary.

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 ____ day of ____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Neysa Fligor, MAYOR

Attest:

Andrea Chelemengos, MMC, CITY CLERK

RESOLUTION NO. 2021-35

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
ESTABLISHING THE FY 2021-22 APPROPRIATIONS LIMIT**

WHEREAS, California Constitutional Article 13B limits the total annual appropriations of cities; and

WHEREAS, it is the desire of this Council to establish its appropriations limit pursuant to Article 13B.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby determines that said City's appropriations limit, pursuant to Article 13B of the California Constitution using the annual percent change in population for Santa Clara County and the percent change in California for per capita personal income, is as follows:

| | |
|------------|---------------------|
| FY 2021/22 | \$40,319,225 |
|------------|---------------------|

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 ____ day of ____, 2021 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Neysa Fligor, MAYOR

Attest:

Andrea Chelemengos, MMC, CITY CLERK

RESOLUTION NO. 2021-36

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
APPROVING THE SALARY SCHEDULE FOR EMPLOYEES FOR FISCAL
YEAR 2021/22**

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

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

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

WHEREAS, for the 12-month period through April 2021, the Consumer Price Index for Urban Consumers (CPI-U) for the San Francisco Area, set by the U.S. Department of Labor Bureau of Labor Statistics is 3.8%; and

WHEREAS, changes to salary should be accomplished at the beginning of the fiscal year.

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

1. Approves the salary ranges in Exhibit A, effective the first full pay period including July 1, 2021, which includes contractually required pay adjustments for the Los Altos Peace Officers Association, Los Altos Municipal Employees Association and Teamsters.

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 ____ day of ____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Neysa Fligor, MAYOR

Attest:

Andrea Chelemengos, MMC, CITY CLERK

City of Los Altos -- Salary Schedule FY 21/22
Resolution 2021-XX

| | | | Biweekly | | | | | Monthly | | | | | Annual | | | | |
|---|--------------|---------------------|------------|------------|------------|------------|------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|
| <i>Legislative & Executive</i> | <i>Union</i> | <i>Salary Range</i> | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E |
| City Manager | N/A | | \$9,426.73 | | | | | \$20,424.58 | | | | | \$245,095.00 | | | | |
| Assistant City Manager | N/A | 56 | \$6,993.28 | Open Range | | | \$8,500.33 | \$15,152.11 | Open Range | | | \$18,417.39 | \$181,825.28 | Open Range | | | \$221,008.62 |
| Deputy City Manager | N/A | 48 | \$5,739.68 | \$6,026.66 | \$6,328.00 | \$6,644.40 | \$6,976.62 | \$12,435.98 | \$13,057.77 | \$13,710.66 | \$14,396.20 | \$15,116.01 | \$149,231.70 | \$156,693.29 | \$164,527.95 | \$172,754.35 | \$181,392.07 |
| Assistant to the City Manager | N/A | 40 | \$4,710.82 | \$4,946.36 | \$5,193.68 | \$5,453.37 | \$5,726.04 | \$10,206.78 | \$10,717.12 | \$11,252.98 | \$11,815.63 | \$12,406.41 | \$122,481.41 | \$128,605.48 | \$135,035.75 | \$141,787.54 | \$148,876.92 |
| City Clerk | N/A | 41 | \$4,828.59 | \$5,070.02 | \$5,323.52 | \$5,589.70 | \$5,869.19 | \$10,461.95 | \$10,985.05 | \$11,534.30 | \$12,111.02 | \$12,716.57 | \$125,543.44 | \$131,820.62 | \$138,411.65 | \$145,332.23 | \$152,598.84 |
| Public Information Officer | N/A | | \$4,688.31 | \$4,922.73 | \$5,168.86 | \$5,427.31 | \$5,698.67 | \$10,158.01 | \$10,665.91 | \$11,199.20 | \$11,759.16 | \$12,347.12 | \$121,896.10 | \$127,990.91 | \$134,390.45 | \$141,109.98 | \$148,165.48 |
| Public Information Coordinator | LAMEA | | \$3,712.74 | \$3,898.37 | \$4,093.29 | \$4,297.96 | \$4,512.85 | \$8,044.26 | \$8,446.48 | \$8,868.80 | \$9,312.24 | \$9,777.85 | \$96,531.15 | \$101,357.70 | \$106,425.59 | \$111,746.87 | \$117,334.21 |
| Executive Assistant to the City Manager | N/A | 25 | \$3,265.47 | \$3,428.74 | \$3,600.18 | \$3,780.19 | \$3,969.20 | \$7,075.18 | \$7,428.94 | \$7,800.38 | \$8,190.40 | \$8,599.92 | \$84,902.14 | \$89,147.25 | \$93,604.61 | \$98,284.84 | \$103,199.09 |
| Deputy City Clerk | LAMEA | | \$2,937.36 | \$3,084.22 | \$3,238.43 | \$3,400.36 | \$3,570.37 | \$6,364.27 | \$6,682.48 | \$7,016.61 | \$7,367.44 | \$7,735.81 | \$76,371.24 | \$80,189.80 | \$84,199.29 | \$88,409.25 | \$92,829.71 |
| <i>Administrative Services</i> | <i>Union</i> | <i>Salary Range</i> | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E |
| Administrative Services Director | N/A | 56 | \$6,993.28 | Open Range | | | \$8,500.33 | \$15,152.11 | Open Range | | | \$18,417.39 | \$181,825.28 | Open Range | | | \$221,008.62 |
| Finance Director | N/A | 56 | \$6,993.28 | Open Range | | | \$8,500.33 | \$15,152.11 | Open Range | | | \$18,417.39 | \$181,825.28 | Open Range | | | \$221,008.62 |
| Financial Services Manager | N/A | 48 | \$5,739.68 | \$6,026.66 | \$6,328.00 | \$6,644.40 | \$6,976.62 | \$12,435.98 | \$13,057.77 | \$13,710.66 | \$14,396.20 | \$15,116.01 | \$149,231.70 | \$156,693.29 | \$164,527.95 | \$172,754.35 | \$181,392.07 |
| Senior Accountant | N/A | 34 | \$4,078.12 | \$4,282.03 | \$4,496.13 | \$4,720.93 | \$4,956.98 | \$8,835.93 | \$9,277.73 | \$9,741.61 | \$10,228.69 | \$10,740.13 | \$106,031.14 | \$111,332.70 | \$116,899.34 | \$122,744.30 | \$128,881.52 |
| Management Analyst II | LAMEA | | \$3,973.87 | \$4,172.57 | \$4,381.20 | \$4,600.26 | \$4,830.27 | \$8,610.06 | \$9,040.56 | \$9,492.59 | \$9,967.22 | \$10,465.58 | \$103,320.71 | \$108,486.75 | \$113,911.08 | \$119,606.64 | \$125,586.97 |
| Management Analyst I | LAMEA | | \$3,613.31 | \$3,793.97 | \$3,983.67 | \$4,182.86 | \$4,392.00 | \$7,828.83 | \$8,220.27 | \$8,631.29 | \$9,062.85 | \$9,516.00 | \$93,946.00 | \$98,643.30 | \$103,575.46 | \$108,754.23 | \$114,191.95 |
| Accounting Technician II | LAMEA | | \$3,013.46 | \$3,164.13 | \$3,322.34 | \$3,488.45 | \$3,662.88 | \$6,529.16 | \$6,855.61 | \$7,198.40 | \$7,558.32 | \$7,936.23 | \$78,349.88 | \$82,267.38 | \$86,380.74 | \$90,699.78 | \$95,234.77 |
| Accounting Technician I | LAMEA | | \$2,616.83 | \$2,747.68 | \$2,885.06 | \$3,029.31 | \$3,180.78 | \$5,669.81 | \$5,953.30 | \$6,250.96 | \$6,563.51 | \$6,891.69 | \$68,037.70 | \$71,439.58 | \$75,011.56 | \$78,762.14 | \$82,700.25 |
| Accounting Office Assistant I | LAMEA | | \$2,301.07 | \$2,416.12 | \$2,536.93 | \$2,663.77 | \$2,796.96 | \$4,985.64 | \$5,234.93 | \$5,496.67 | \$5,771.51 | \$6,060.08 | \$59,827.72 | \$62,819.11 | \$65,906.06 | \$69,258.06 | \$72,720.97 |
| Information Technology Manager | N/A | 48 | \$5,739.68 | \$6,026.66 | \$6,328.00 | \$6,644.40 | \$6,976.62 | \$12,435.98 | \$13,057.77 | \$13,710.66 | \$14,396.20 | \$15,116.01 | \$149,231.70 | \$156,693.29 | \$164,527.95 | \$172,754.35 | \$181,392.07 |
| Network Systems Administrator | LAMEA | | \$4,428.41 | \$4,649.83 | \$4,882.32 | \$5,126.43 | \$5,382.75 | \$9,594.88 | \$10,074.62 | \$10,578.35 | \$11,107.27 | \$11,662.63 | \$115,138.53 | \$120,895.46 | \$126,940.23 | \$133,287.24 | \$139,951.61 |
| Information Technology Analyst | LAMEA | | \$4,217.53 | \$4,428.41 | \$4,649.83 | \$4,882.32 | \$5,126.43 | \$9,137.98 | \$9,594.88 | \$10,074.62 | \$10,578.35 | \$11,107.27 | \$109,655.74 | \$115,138.53 | \$120,895.46 | \$126,940.23 | \$133,287.24 |
| Information Technology Technician | LAMEA | | \$3,202.48 | \$3,362.60 | \$3,530.74 | \$3,707.27 | \$3,892.64 | \$6,938.71 | \$7,285.64 | \$7,649.93 | \$8,032.42 | \$8,434.04 | \$83,264.50 | \$87,427.73 | \$91,799.12 | \$96,389.07 | \$101,208.53 |
| Human Resources Manager | N/A | 48 | \$5,739.68 | \$6,026.66 | \$6,328.00 | \$6,644.40 | \$6,976.62 | \$12,435.98 | \$13,057.77 | \$13,710.66 | \$14,396.20 | \$15,116.01 | \$149,231.70 | \$156,693.29 | \$164,527.95 | \$172,754.35 | \$181,392.07 |
| Human Resources Analyst | N/A | 31 | \$3,786.94 | \$3,976.29 | \$4,175.10 | \$4,383.86 | \$4,603.05 | \$8,205.04 | \$8,615.29 | \$9,046.05 | \$9,498.36 | \$9,973.28 | \$98,460.46 | \$103,383.48 | \$108,552.65 | \$113,980.29 | \$119,679.30 |
| Human Resources Technician | N/A | 23 | \$3,108.12 | \$3,263.52 | \$3,426.70 | \$3,598.04 | \$3,777.94 | \$6,734.26 | \$7,070.97 | \$7,424.52 | \$7,795.74 | \$8,185.53 | \$80,811.08 | \$84,851.64 | \$89,094.22 | \$93,548.93 | \$98,226.38 |
| <i>Police Services</i> | <i>Union</i> | <i>Salary Range</i> | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E |
| Police Chief | N/A | 56 | \$6,993.28 | Open Range | | | \$8,500.33 | \$15,152.11 | Open Range | | | \$18,417.39 | \$181,825.28 | Open Range | | | \$221,008.62 |
| Police Captain | N/A | 52 | \$6,335.53 | \$6,652.31 | \$6,984.93 | \$7,334.17 | \$7,700.88 | \$13,726.99 | \$14,413.34 | \$15,134.01 | \$15,890.71 | \$16,685.24 | \$164,723.88 | \$172,960.07 | \$181,608.08 | \$190,688.48 | \$200,222.90 |
| Police Services Manager | N/A | 45 | \$5,329.86 | \$5,596.36 | \$5,876.18 | \$6,169.98 | \$6,478.48 | \$11,548.04 | \$12,125.44 | \$12,731.71 | \$13,368.30 | \$14,036.71 | \$138,576.47 | \$145,505.30 | \$152,780.56 | \$160,419.59 | \$168,440.57 |
| Executive Assistant | LAMEA | | \$2,844.10 | \$2,986.31 | \$3,135.62 | \$3,292.40 | \$3,457.02 | \$6,162.22 | \$6,470.33 | \$6,793.84 | \$7,133.54 | \$7,490.21 | \$73,946.61 | \$77,643.94 | \$81,526.13 | \$85,602.44 | \$89,882.56 |
| Police Records Supervisor | LAMEA | | \$3,480.01 | \$3,654.01 | \$3,836.71 | \$4,028.54 | \$4,229.97 | \$7,540.02 | \$7,917.02 | \$8,312.87 | \$8,728.51 | \$9,164.94 | \$90,480.19 | \$95,004.20 | \$99,754.41 | \$104,742.13 | \$109,979.24 |
| Lead Records Specialist | LAMEA | | \$2,655.08 | \$2,787.83 | \$2,927.22 | \$3,073.58 | \$3,227.26 | \$5,752.67 | \$6,040.30 | \$6,342.31 | \$6,659.43 | \$6,992.40 | \$69,031.98 | \$72,483.58 | \$76,107.76 | \$79,913.15 | \$83,908.81 |
| Records Specialist | LAMEA | | \$2,411.42 | \$2,531.99 | \$2,658.59 | \$2,791.52 | \$2,931.10 | \$5,224.75 | \$5,485.98 | \$5,760.28 | \$6,048.30 | \$6,350.71 | \$62,696.95 | \$65,831.80 | \$69,123.39 | \$72,579.56 | \$76,208.54 |
| Police Sergeant | POA | | \$4,705.26 | \$4,940.52 | \$5,187.55 | \$5,446.93 | \$5,719.27 | \$10,194.73 | \$10,704.47 | \$11,239.69 | \$11,801.67 | \$12,391.76 | \$122,336.76 | \$128,453.60 | \$134,876.28 | \$141,620.09 | \$148,701.10 |
| Police Agent | POA | | \$4,186.08 | \$4,395.38 | \$4,615.15 | \$4,845.91 | \$5,088.21 | \$9,069.84 | \$9,523.33 | \$9,999.50 | \$10,499.47 | \$11,024.45 | \$108,838.08 | \$114,279.98 | \$119,993.98 | \$125,993.68 | \$132,293.37 |
| Police Officer | POA | | \$3,987.18 | \$4,186.54 | \$4,395.87 | \$4,615.66 | \$4,846.44 | \$8,638.89 | \$9,070.83 | \$9,524.38 | \$10,000.60 | \$10,500.62 | \$103,666.68 | \$108,850.01 | \$114,292.51 | \$120,007.14 | \$126,007.50 |
| Lead Communications Officer | POA | | \$3,942.30 | \$4,139.42 | \$4,346.39 | \$4,563.71 | \$4,791.89 | \$8,541.65 | \$8,968.73 | \$9,417.17 | \$9,888.03 | \$10,382.43 | \$102,499.80 | \$107,624.79 | \$113,006.03 | \$118,656.33 | \$124,589.15 |
| Police Officer Trainee | POA | | \$3,796.44 | \$3,986.26 | \$4,185.58 | \$4,394.85 | \$4,614.60 | \$8,225.62 | \$8,636.90 | \$9,068.75 | \$9,522.18 | \$9,998.29 | \$98,707.44 | \$103,642.81 | \$108,824.95 | \$114,266.20 | \$119,979.51 |
| Communications Officer | POA | | \$3,582.24 | \$3,761.35 | \$3,949.42 | \$4,146.89 | \$4,354.24 | \$7,761.52 | \$8,149.60 | \$8,557.08 | \$8,984.93 | \$9,434.18 | \$93,138.24 | \$97,795.15 | \$102,684.91 | \$107,819.16 | \$113,210.11 |
| Community Service Officer | POA | | \$2,874.36 | \$3,018.08 | \$3,168.98 | \$3,327.43 | \$3,493.80 | \$6,227.78 | \$6,539.17 | \$6,866.13 | \$7,209.43 | \$7,569.91 | \$74,733.36 | \$78,470.03 | \$82,393.53 | \$86,513.21 | \$90,838.87 |

City of Los Altos -- Salary Schedule FY 21/22

Resolution 2021-XX

| | | | Biweekly | | | | | Monthly | | | | | Annual | | | | | | |
|---|--------------|---------------------|------------|------------|------------|------------|------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|--|--------------|
| <i>Engineering Services</i> | <i>Union</i> | <i>Salary Range</i> | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E | | |
| Engineering Services Director/City Engineer | N/A | 56 | Open Range | | | | \$8,500.33 | \$15,152.11 | Open Range | | | | \$18,417.39 | \$181,825.28 | Open Range | | | | \$221,008.62 |
| Engineering Services Manager | N/A | 48 | \$5,739.68 | \$6,026.66 | \$6,328.00 | \$6,644.40 | \$6,976.62 | \$12,435.98 | \$13,057.77 | \$13,710.66 | \$14,396.20 | \$15,116.01 | \$149,231.70 | \$156,693.29 | \$164,527.95 | \$172,754.35 | \$181,392.07 | | |
| Transportation Services Manager | N/A | 45 | \$5,329.86 | \$5,596.36 | \$5,876.18 | \$6,169.98 | \$6,478.48 | \$11,548.04 | \$12,125.44 | \$12,731.71 | \$13,368.30 | \$14,036.71 | \$138,576.47 | \$145,505.30 | \$152,780.56 | \$160,419.59 | \$168,440.57 | | |
| Senior Engineer | LAMEA | | \$4,962.70 | \$5,210.83 | \$5,471.37 | \$5,744.94 | \$6,032.19 | \$10,752.51 | \$11,290.14 | \$11,854.65 | \$12,447.38 | \$13,069.75 | \$129,030.15 | \$135,481.66 | \$142,255.74 | \$149,368.53 | \$156,836.96 | | |
| Project Manager | N/A | 42 | \$4,949.31 | \$5,196.77 | \$5,456.61 | \$5,729.44 | \$6,015.92 | \$10,723.50 | \$11,259.68 | \$11,822.66 | \$12,413.79 | \$13,034.48 | \$128,682.03 | \$135,116.13 | \$141,871.94 | \$148,965.54 | \$156,413.81 | | |
| Special Projects Manager | N/A | 42 | \$4,949.31 | \$5,196.77 | \$5,456.61 | \$5,729.44 | \$6,015.92 | \$10,723.50 | \$11,259.68 | \$11,822.66 | \$12,413.79 | \$13,034.48 | \$128,682.03 | \$135,116.13 | \$141,871.94 | \$148,965.54 | \$156,413.81 | | |
| Associate Civil Engineer | LAMEA | | \$4,331.16 | \$4,547.72 | \$4,775.11 | \$5,013.86 | \$5,264.55 | \$9,384.18 | \$9,853.39 | \$10,346.06 | \$10,863.37 | \$11,406.53 | \$112,610.20 | \$118,240.71 | \$124,152.75 | \$130,360.38 | \$136,878.40 | | |
| Assistant Civil Engineer | LAMEA | | \$3,828.55 | \$4,019.98 | \$4,220.98 | \$4,432.03 | \$4,653.63 | \$8,295.20 | \$8,709.96 | \$9,145.46 | \$9,602.73 | \$10,082.87 | \$99,542.42 | \$104,519.54 | \$109,745.51 | \$115,232.79 | \$120,994.43 | | |
| Junior Engineer | LAMEA | | \$3,480.01 | \$3,654.01 | \$3,836.71 | \$4,028.54 | \$4,229.97 | \$7,540.02 | \$7,917.02 | \$8,312.87 | \$8,728.51 | \$9,164.94 | \$90,480.19 | \$95,004.20 | \$99,754.41 | \$104,742.13 | \$109,979.24 | | |
| GIS Technician | LAMEA | | \$3,480.01 | \$3,654.01 | \$3,836.71 | \$4,028.54 | \$4,229.97 | \$7,540.02 | \$7,917.02 | \$8,312.87 | \$8,728.51 | \$9,164.94 | \$90,480.19 | \$95,004.20 | \$99,754.41 | \$104,742.13 | \$109,979.24 | | |
| Construction Inspector | LAMEA | | \$3,313.93 | \$3,479.63 | \$3,653.61 | \$3,836.29 | \$4,028.10 | \$7,180.18 | \$7,539.19 | \$7,916.15 | \$8,311.95 | \$8,727.55 | \$86,162.14 | \$90,470.25 | \$94,993.76 | \$99,743.45 | \$104,730.62 | | |
| Engineering Technician | LAMEA | | \$3,313.93 | \$3,479.63 | \$3,653.61 | \$3,836.29 | \$4,028.10 | \$7,180.18 | \$7,539.19 | \$7,916.15 | \$8,311.95 | \$8,727.55 | \$86,162.14 | \$90,470.25 | \$94,993.76 | \$99,743.45 | \$104,730.62 | | |
| Executive Assistant | LAMEA | | \$2,844.10 | \$2,986.31 | \$3,135.62 | \$3,292.40 | \$3,457.02 | \$6,162.22 | \$6,470.33 | \$6,793.84 | \$7,133.54 | \$7,490.21 | \$77,643.94 | \$81,526.13 | \$85,602.44 | \$89,882.56 | | | |
| <i>Maintenance Services</i> | <i>Union</i> | <i>Salary Range</i> | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E | | |
| Maintenance Services Director | N/A | 56 | Open Range | | | | \$8,500.33 | \$15,152.11 | Open Range | | | | \$18,417.39 | \$181,825.28 | Open Range | | | | \$221,008.62 |
| Maintenance Supervisor | LAMEA | | \$3,713.83 | \$3,899.52 | \$4,094.50 | \$4,299.22 | \$4,514.18 | \$8,046.63 | \$8,448.96 | \$8,871.41 | \$9,314.98 | \$9,780.73 | \$96,559.55 | \$101,387.53 | \$106,456.91 | \$111,779.75 | \$117,368.74 | | |
| Senior Maintenance Technician | Teamsters | | \$3,254.03 | \$3,416.73 | \$3,587.56 | \$3,766.94 | \$3,955.29 | \$7,050.39 | \$7,402.91 | \$7,773.05 | \$8,161.71 | \$8,569.79 | \$84,604.67 | \$88,834.91 | \$93,276.65 | \$97,940.48 | \$102,837.51 | | |
| Executive Assistant | LAMEA | | \$2,844.10 | \$2,986.31 | \$3,135.62 | \$3,292.40 | \$3,457.02 | \$6,162.22 | \$6,470.33 | \$6,793.84 | \$7,133.54 | \$7,490.21 | \$73,946.61 | \$77,643.94 | \$81,526.13 | \$85,602.44 | \$89,882.56 | | |
| Equipment Mechanic | Teamsters | | \$2,958.21 | \$3,106.12 | \$3,261.42 | \$3,424.49 | \$3,595.72 | \$6,409.44 | \$6,729.92 | \$7,066.41 | \$7,419.73 | \$7,790.72 | \$76,913.34 | \$80,759.01 | \$84,796.96 | \$89,036.80 | \$93,488.64 | | |
| Maintenance Leadworker | Teamsters | | \$2,958.21 | \$3,106.12 | \$3,261.42 | \$3,424.49 | \$3,595.72 | \$6,409.44 | \$6,729.92 | \$7,066.41 | \$7,419.73 | \$7,790.72 | \$76,913.34 | \$80,759.01 | \$84,796.96 | \$89,036.80 | \$93,488.64 | | |
| Maintenance Technician | Teamsters | | \$2,958.21 | \$3,106.12 | \$3,261.42 | \$3,424.49 | \$3,595.72 | \$6,409.44 | \$6,729.92 | \$7,066.41 | \$7,419.73 | \$7,790.72 | \$76,913.34 | \$80,759.01 | \$84,796.96 | \$89,036.80 | \$93,488.64 | | |
| Maintenance Worker II | Teamsters | | \$2,683.92 | \$2,818.12 | \$2,959.02 | \$3,106.97 | \$3,262.32 | \$5,815.16 | \$6,105.92 | \$6,411.21 | \$6,731.77 | \$7,068.36 | \$69,781.91 | \$73,271.01 | \$76,934.56 | \$80,781.28 | \$84,820.35 | | |
| Maintenance Worker I | Teamsters | | \$2,373.36 | \$2,492.03 | \$2,616.63 | \$2,747.47 | \$2,884.84 | \$5,142.29 | \$5,399.40 | \$5,669.37 | \$5,952.84 | \$6,250.49 | \$61,707.48 | \$64,792.86 | \$68,032.50 | \$71,434.12 | \$75,005.83 | | |
| <i>Community Development</i> | <i>Union</i> | <i>Salary Range</i> | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E | | |
| Community Development Director | N/A | 56 | Open Range | | | | \$8,500.33 | \$15,152.11 | Open Range | | | | \$18,417.39 | \$181,825.28 | Open Range | | | | \$221,008.62 |
| Building Official | N/A | 45 | \$5,329.86 | \$5,596.36 | \$5,876.18 | \$6,169.98 | \$6,478.48 | \$11,548.04 | \$12,125.44 | \$12,731.71 | \$13,368.30 | \$14,036.71 | \$138,576.47 | \$145,505.30 | \$152,780.56 | \$160,419.59 | \$168,440.57 | | |
| Planning Services Manager | N/A | 45 | \$5,329.86 | \$5,596.36 | \$5,876.18 | \$6,169.98 | \$6,478.48 | \$11,548.04 | \$12,125.44 | \$12,731.71 | \$13,368.30 | \$14,036.71 | \$138,576.47 | \$145,505.30 | \$152,780.56 | \$160,419.59 | \$168,440.57 | | |
| Economic Development Manager | N/A | 44 | \$5,199.87 | \$5,459.86 | \$5,732.85 | \$6,019.50 | \$6,320.47 | \$11,266.38 | \$11,829.70 | \$12,421.18 | \$13,042.24 | \$13,694.36 | \$135,196.56 | \$141,956.39 | \$149,054.21 | \$156,506.92 | \$164,332.26 | | |
| Senior Planner | LAMEA | | \$4,847.97 | \$5,090.37 | \$5,344.89 | \$5,612.13 | \$5,892.74 | \$10,503.94 | \$11,029.14 | \$11,580.59 | \$12,159.62 | \$12,767.61 | \$126,047.29 | \$132,349.65 | \$138,967.14 | \$145,915.49 | \$153,211.27 | | |
| Associate Planner | LAMEA | | \$4,090.78 | \$4,295.32 | \$4,510.09 | \$4,735.59 | \$4,972.37 | \$8,863.37 | \$9,306.53 | \$9,771.86 | \$10,260.45 | \$10,773.48 | \$106,360.39 | \$111,678.41 | \$117,262.33 | \$123,125.45 | \$129,281.72 | | |
| Senior Building Inspector | LAMEA | | \$4,035.06 | \$4,236.81 | \$4,448.65 | \$4,671.09 | \$4,904.64 | \$8,742.63 | \$9,179.76 | \$9,638.75 | \$10,120.69 | \$10,626.72 | \$104,911.57 | \$110,157.15 | \$115,665.01 | \$121,448.26 | \$127,520.67 | | |
| Economic Development Coordinator | LAMEA | | \$3,712.74 | \$3,898.37 | \$4,093.29 | \$4,297.96 | \$4,512.85 | \$8,044.26 | \$8,446.48 | \$8,868.80 | \$9,312.24 | \$9,777.85 | \$96,531.15 | \$101,357.70 | \$106,425.59 | \$111,746.87 | \$117,334.21 | | |
| Sustainability Coordinator | LAMEA | | \$3,712.74 | \$3,898.37 | \$4,093.29 | \$4,297.96 | \$4,512.85 | \$8,044.26 | \$8,446.48 | \$8,868.80 | \$9,312.24 | \$9,777.85 | \$96,531.15 | \$101,357.70 | \$106,425.59 | \$111,746.87 | \$117,334.21 | | |
| Assistant Planner | LAMEA | | \$3,702.90 | \$3,888.05 | \$4,082.45 | \$4,286.57 | \$4,500.90 | \$8,022.96 | \$8,424.10 | \$8,845.31 | \$9,287.57 | \$9,751.95 | \$96,275.47 | \$101,089.24 | \$106,143.71 | \$111,450.89 | \$117,023.44 | | |
| Building Inspector | LAMEA | | \$3,650.46 | \$3,832.98 | \$4,024.63 | \$4,225.86 | \$4,437.15 | \$7,909.32 | \$8,304.79 | \$8,720.03 | \$9,156.03 | \$9,613.83 | \$94,911.88 | \$99,657.47 | \$104,640.34 | \$109,872.36 | \$115,365.98 | | |
| Permit Technician | LAMEA | | \$2,932.60 | \$3,079.23 | \$3,233.19 | \$3,394.85 | \$3,564.60 | \$6,353.97 | \$6,671.67 | \$7,005.25 | \$7,355.52 | \$7,723.29 | \$76,247.67 | \$80,060.06 | \$84,063.06 | \$88,266.21 | \$92,679.52 | | |
| Executive Assistant | LAMEA | | \$2,844.10 | \$2,986.31 | \$3,135.62 | \$3,292.40 | \$3,457.02 | \$6,162.22 | \$6,470.33 | \$6,793.84 | \$7,133.54 | \$7,490.21 | \$77,643.94 | \$81,526.13 | \$85,602.44 | \$89,882.56 | | | |
| <i>Recreation & Community Services</i> | <i>Union</i> | <i>Salary Range</i> | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E | | |
| Recreation & Community Services Director | N/A | 56 | Open Range | | | | \$8,500.33 | \$15,152.11 | Open Range | | | | \$18,417.39 | \$181,825.28 | Open Range | | | | \$221,008.62 |
| Recreation Manager | N/A | 36 | \$4,267.77 | \$4,481.16 | \$4,705.22 | \$4,940.48 | \$5,187.51 | \$9,246.84 | \$9,709.18 | \$10,194.64 | \$10,704.38 | \$11,239.60 | \$110,962.11 | \$116,510.22 | \$122,335.73 | \$128,452.51 | \$134,875.14 | | |
| Senior Recreation Supervisor | LAMEA | | \$3,787.03 | \$3,976.39 | \$4,175.21 | \$4,383.97 | \$4,603.16 | \$8,205.24 | \$8,615.50 | \$9,046.28 | \$9,498.59 | \$9,973.52 | \$98,462.90 | \$103,386.05 | \$108,555.35 | \$113,983.12 | \$119,682.28 | | |
| Recreation Supervisor | LAMEA | | \$3,602.38 | \$3,782.50 | \$3,971.63 | \$4,170.21 | \$4,378.72 | \$7,805.16 | \$8,195.42 | \$8,605.19 | \$9,035.45 | \$9,487.22 | \$93,661.91 | \$98,345.01 | \$103,262.26 | \$108,425.37 | \$113,846.64 | | |
| Recreation Coordinator | LAMEA | | \$2,735.93 | \$2,872.73 | \$3,016.36 | \$3,167.18 | \$3,325.54 | \$6,227.85 | \$6,524.24 | \$6,835.45 | \$7,162.23 | \$7,505.34 | \$71,134.19 | \$74,690.90 | \$78,425.45 | \$82,346.72 | \$86,464.06 | | |
| Facilities Coordinator | LAMEA | | \$2,735.93 | \$2,872.73 | \$3,016.36 | \$3,167.18 | \$3,325.54 | \$6,227.85 | \$6,524.24 | \$6,835.45 | \$7,162.23 | \$7,505.34 | \$71,134.19 | \$74,690.90 | \$78,425.45 | \$82,346.72 | \$86,464.06 | | |
| Office Assistant II | LAMEA | | \$2,292.33 | \$2,406.94 | \$2,527.29 | \$2,653.65 | \$2,786.34 | \$4,966.70 | \$5,215.04 | \$5,475.79 | \$5,749.58 | \$6,037.06 | \$59,600.45 | \$62,580.48 | \$65,709.50 | \$68,994.98 | \$72,444.72 | | |
| Office Assistant I | LAMEA | | \$2,058.50 | \$2,161.43 | \$2,269.50 | \$2,382.98 | \$2,502.12 | \$4,460.09 | \$4,683.10 | \$4,917.25 | \$5,163.11 | \$5,421.27 | \$53,521.09 | \$56,197.15 | \$59,007.01 | \$61,957.36 | \$65,055.22 | | |

LAMEA: 3% increase effective 06/27/21
 Teamsters: 4.8% increase effective 06/27/21

POA (Sworn): No Increase
 POA (Non-Sworn): No Increase

Non-rep Management & Department Heads: No Increase
 Non-rep Confidential: No Increase

Jon Maginot

Subject: FW: CSA Info

----- Original message -----

From: Tom Myers <tmyers@csacares.org>

Date: 6/4/21 10:10 AM (GMT-08:00)

To: Donna Legge <dlegge@losaltosca.gov>

Cc: Simone Berkowitz <sberkowitz@csacares.org>, Ronit Bryant <ronit.bryant@gmail.com>

Subject: Los Altos Budget Item

Dear Donna,

Thank you for reaching out to Community Services Agency (CSA) regarding a city budget item. A generous allocation from the city would allow CSA to continue the important work we are doing in Los Altos, which is less visible to many who don't realize the need that exists in the city, in addition to our work in other communities.

According to data from 2018, 3.41% of the population, translating to over 1,000 people, live below the poverty line in Los Altos. Women in Los Altos between the ages of 25-54 have a 9% poverty rate. There are 235 students on the Free and Reduced Lunch program in Los Altos schools.

Over the last 3 years, CSA has provided case management to over 100 clients living in Los Altos, nearly all of whom are extremely or very low income. Our Senior Case Management program currently includes 23 clients from Los Altos and our Senior Nutrition Program serves 47 Los Altos clients weekday lunches at the Senior Center. In previous years, we have served close to 100 Los Altos residents through our Senior Lunch program

Thank you very much. A generous budget allocation will help us continue to serve our neighbors in need.

Please let me know if you need any more information from me.

Sincerely,

Tom

--

Tom Myers

Executive Director

Community Services Agency

204 Stierlin Road

Mountain View CA 94043

www.CSAcares.org |

Email: TMyers@CSAcares.org

Phone: 650.968.0836 x 119 or 650-968-5427

Fax: 650.938.2728

We are the community's safety net, providing critical support services that preserve and promote stability, self-reliance and dignity.

The information contained in this message may be privileged, confidential, and protected from disclosure. If the reader of this message is not the intended recipient, or any employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you.

| Project | Funding Source | Council Priority | General Fund Dollars | State Mandate and/or Funding | Substantially Obligated Financially to Project | Protects Public Health & Safety | Reduces Future Deferred Maintenance Costs | Potentially qualifies for ARPA | GF Projects that can be delayed 6 mo. w/o inc. costs or harming Pub. Safety | Overall Project Budget (incl. prior appropriations + FY21/22) | GF amount that could be Deferred in 2021/22 | Remaining budget for FY 2021/22 |
|--|----------------|------------------|----------------------|------------------------------|--|---------------------------------|---|--------------------------------|---|---|---|---------------------------------|
| Asset Management System | CIP | | | | | | | | Yes | \$150,000 | \$150,000 | \$0 |
| Annual Civic Facilities Improvement (Police/Fire Buildings Study; City Facility Study; Emergency Facilities Maintenance) | CIP | | | | | | | | No | \$750,000 | \$0 | \$750,000 |
| Annual Storm Drain Improvements (Milverton Storm Drain) | CIP | | | | | | | | No | \$962,492 | \$0 | \$962,492 |
| Annual ADA Improvements (Facilities) | CIP | | | | | | | | No | \$392,000 | \$0 | \$392,000 |
| Annual Concrete Repair | CIP | | | | | | | | Partially | \$318,074 | \$118,074 | \$200,000 |
| Annual Traffic Sign Replacement | CIP | | | | | | | | Partially | \$294,821 | \$200,000 | \$94,821 |
| Annual ADA Improvements (Streets and Roadways) | CIP | | | | | | | | No | \$211,697 | \$0 | \$211,697 |
| Annual Transportation Enhancements | CIP | | | | | | | | Partially (after CSMP) | \$291,313 | \$150,000 | \$141,313 |

| Project | Funding Source | Council Priority | General Fund Dollars | State Mandate and/or Funding | Substantially Obligated Financially to Project | Protects Public Health & Safety | Reduces Future Deferred Maintenance Costs | Potentially qualifies for ARPA | GF Projects that can be delayed 6 mo. w/o inc. costs or harming Pub. Safety | Overall Project Budget (incl. prior appropriations + FY21/22) | GF amount that could be Deferred in 2021/22 | Remaining budget for FY 2021/22 |
|---|---|------------------|----------------------|------------------------------|--|---------------------------------|---|--------------------------------|---|---|---|---------------------------------|
| Fremont Ave Pedestrian Bridge Rehabilitation | CIP | | | | | | | | No | \$453,234 | \$0 | \$453,234 |
| In-Road Light System Maintenance | CIP | | | | | | | | No | \$375,000 | \$0 | \$375,000 |
| Emergency Operations Center | CIP | | | | | | | | Partially | \$3,018,677 | \$2,618,677 | \$400,000 |
| Housing Element Update | CIP, REAP | | | | | | | | No | \$600,000 | \$0 | \$600,000 |
| Annual Street Striping | CIP, Gas Tax | | | | | | | | No | \$200,000 | \$0 | \$200,000 |
| Annual Street Slurry Seal | CIP, Gas Tax | | | | | | | | No | \$1,050,000 | \$0 | \$1,050,000 |
| Annual Street Resurfacing | CIP, Gas Tax, Road Maint Act, Measure B | | | | | | | | No | \$2,592,448 | \$0 | \$2,592,448 |
| Annual Bicycle/Pedestrian Access Improvements | CIP, TDA Article III, TIF | | | | | | | | Partially (after CSMP) | \$836,506 | \$500,000 | \$336,506 |
| Carmel Terrace Sidewalk Gap Closure Project | CIP | | | | | | | | Partially | \$350,000 | \$250,000 | \$100,000 |
| Various Equipment Replacement | Equipment Replacement | | | | | | | | No | \$357,500 | \$0 | \$357,500 |

| Project | Funding Source | Council Priority | General Fund Dollars | State Mandate and/or Funding | Substantially Obligated Financially to Project | Protects Public Health & Safety | Reduces Future Deferred Maintenance Costs | Potentially qualifies for ARPA | GF Projects that can be delayed 6 mo. w/o inc. costs or harming Pub. Safety | Overall Project Budget (incl. prior appropriations + FY21/22) | GF amount that could be Deferred in 2021/22 | Remaining budget for FY 2021/22 |
|--------------------------------------|-----------------|------------------|----------------------|------------------------------|--|---------------------------------|---|--------------------------------|---|---|---|---------------------------------|
| Annual City Alley Resurfacing | Gas Tax | | | | | | | | | \$100,000 | \$0 | \$100,000 |
| Annual Pathway Rehabilitation | Park in-Lieu | | | | | | | | | \$50,000 | \$0 | \$50,000 |
| Annual Park Improvement Project | Park in-Lieu | | | | | | | | | \$1,084,396 | \$0 | \$1,084,396 |
| Community Chamber AV Equipment | PEG | | | | | | | | | \$216,600 | \$0 | \$216,600 |
| Annual Public Arts Projects | Public Art Fund | | | | | | | | | \$25,000 | \$0 | \$25,000 |
| Annual Sewer System Repair Program | Sewer Fund | | | | | | | | | \$1,489,418 | \$0 | \$1,489,418 |
| Annual Structural Reach Replacement | Sewer Fund | | | | | | | | | \$1,917,369 | \$0 | \$1,917,369 |
| Annual Root Foaming | Sewer Fund | | | | | | | | | \$200,000 | \$0 | \$200,000 |
| Annual CIPP Corrosion Rehabilitation | Sewer Fund | | | | | | | | | \$938,925 | \$0 | \$938,925 |
| Annual Fats, Oils, Grease Program | Sewer Fund | | | | | | | | | \$132,566 | \$0 | \$132,566 |
| Annual GIS Updates | Sewer Fund | | | | | | | | | \$385,911 | \$0 | \$385,911 |
| Sewer System Management Plan Update | Sewer Fund | | | | | | | | | \$75,000 | \$0 | \$75,000 |

| Project | Funding Source | Council Priority | General Fund Dollars | State Mandate and/or Funding | Substantially Obligated Financially to Project | Protects Public Health & Safety | Reduces Future Deferred Maintenance Costs | Potentially qualifies for ARPA | GF Projects that can be delayed 6 mo. w/o inc. costs or harming Pub. Safety | Overall Project Budget (incl. prior appropriations + FY21/22) | GF amount that could be Deferred in 2021/22 | Remaining budget for FY 2021/22 |
|--|-----------------|------------------|----------------------|------------------------------|--|---------------------------------|---|--------------------------------|---|---|---|---------------------------------|
| Sanitary Sewer Video Inspection | Sewer Fund | | | | | | | | | \$897,997 | \$0 | \$897,997 |
| IT Initiatives | Technology Fund | | | | | | | | | \$394,160 | \$0 | \$394,160 |
| City Hall and Maintenance Services Building Security Systems | Technology Fund | | | | | | | | | \$70,000 | \$0 | \$70,000 |
| Annual Neighborhood Traffic Management | TIF | | | | | | | | | \$123,288 | \$0 | \$123,288 |
| Annual Collector Street Traffic Calming | TIF | | | | | | | | | \$124,700 | \$0 | \$124,700 |
| SR2S Improvement Projects | TIF | | | | | | | | | \$300,000 | \$0 | \$300,000 |

\$3,986,751

LOS ALTOS CITY COUNCIL 2021 GOALS AND OBJECTIVES

Program/Task Matrix

Revised June 14, 2021

| GOAL 1: HOUSING The City of Los Altos will support the creation of housing that is diverse, equitable, and affordable for all income levels in the Community and support funding and legislation that will help the City to do so and retain its flexibility in zoning decisions. | | | | | | |
|--|--|---|--|---|---|--|
| OBJECTIVES | FY TERM | DEPT PRIORITY | TASKS | RESOURCE NEEDS | BELOW WATER LINE | LEAD DEPT. |
| Objective No. 1: Update the Housing Element in partnership with the community through a constructive, collaborative, and efficient process, consistent with the housing needs identified in the final Regional Housing Needs Allocation (RHNA) and have the Housing Element certified by the California Department of Housing and Community Development (HCD) within the required statutory deadlines. An evaluation of existing zoning regulations and development of amendments that support a land use mix and density needed to achieve the RHNA allocation but that reflect the values of the Community need to be undertaken as part of this update. (CIP PROJECT)* | 21-22 | 2* *Indicates CDD Priority Ranking | In process | Housing Consultant | No | CDD |
| Objective No. 2: Collaborate with the County of Santa Clara and support the development of 330 Distel Circle for a rental housing project with significant focus on supportive and very low/low-income housing. | 21-22 | 4* | In process. | Existing Staffing | No | CDD |
| Objective No. 3: Collaborate with Alta Housing to establish a prequalification process focused on accessibility of housing opportunities for below market rate units. | 21 | 5* | In process | Existing Staffing | No | CDD |
| Objective No. 4 Analyze the feasibility of developing an affordable housing in-lieu fee and affordable housing impact fee. (CIP PROJECT) | 21-22 | 2c | Consider incorporating into Housing Element scope of work | Housing Consultant | No | CDD |
| Objective No. 5: For housing projects in the CT Zone District, explore opportunities with developers to increase the number of affordable housing units in their development. | 22 | 7* | Evaluate housing development applications in the CT zone for opportunities to increase the number of affordable units. | Existing Staffing | No | CDD |

* Yellow highlights indicate edits in response to Council direction at 5/18 5/25 meetings.

Black Font – Can be implemented with existing resources.

Green Font – Funding included in draft budget.

Red Font – Additional funding/staffing needed.

| | | | | | | |
|---|--------------|------------|--------------------------------------|---|-----------|------------|
| <p>Objective No. 6: Support legislation to increase funding for affordable and workforce housing and associated infrastructure. Ensure cities retain flexibility for zoning and approval of housing based on the land-use needs of each community.</p> | <p>21-22</p> | <p>12*</p> | <p>CC Legislative Sub-committee.</p> | <p>Provide support as needed – existing staff</p> | <p>No</p> | <p>CDD</p> |
|---|--------------|------------|--------------------------------------|---|-----------|------------|

* **Yellow highlights** indicate edits in response to Council direction at 5/18 5/25 meetings.

Black Font – Can be implemented with existing resources.
Green Font – Funding included in draft budget.
Red Font – Additional funding/staffing needed.

| GOAL 2: LAND USE The City of Los Altos will implement policies that support a land-use mix and density that reflect the values of the Community, including seeking to protect and increase its green space, while ensuring compliance with any applicable laws and regulations. | | | | | | |
|--|----------------|---------------|--|---|------------------|-----------|
| OBJECTIVES | FY TERM | DEPT PRIORITY | TASKS | RESOURCE NEEDS | BELOW WATER LINE | LEAD DEPT |
| Objective No. 1: Ensure zoning codes and other land use documents provide objective standards as required by State law while maintaining maximum City discretion. | 21-22 | 1* | In process | In-process. Consultant team is developing objective standards | No | CDD |
| Objective No. 2: Reevaluate land use mix and density for each of the City's commercial districts and take into consideration elements such as economic vitality, neighborhood context, character, RHNA requirements, inclusionary zoning, and updated zoning codes/objective standards to achieve desired results. (CIP PROJECT) | 22 | 2b* | Review in conjunction with housing consultant develop goals, objectives and programs through the housing element update and implement | Housing Element Consultant. | No | CDD |
| Objective No. 3: Proactively endeavor to increase and protect the City's parkland with an emphasis on the acquisition and preservation of green space or open space. | 21 | 6* | Complete and present to CC a Public Land Preservation Ord. and identify a site and funding source for the acquisition, planning and development of a parkland site in North Los Altos. | Existing Staff | No | CDD |
| Objective No. 4: Update the Housing Element consistent with the housing needs identified in the final Regional Housing Needs Allocation (RHNA) and have the Housing Element certified by the California Department of Housing and Community Development (HCD) within the required statutory deadlines. (CIP PROJECT) | 21-22 22-23 | 2a* | Incorporate into Housing Element | Housing consultant team and staff | No | CDD |
| Objective No. 5: Evaluate existing zoning regulations and develop amendments that support a land-use mix and density that reflects the values of the community (Incorporated into Housing Element scope of work) | 21-22 | 2d | Implement in conjunction with Housing Element update. | Housing Consultant team and staff | No | CDD |
| Objective No. 6: Develop scope of work and funding for a comprehensive update to the City's General Plan (CIP PROJECT - YEAR 3) | 22 | 13* | Develop scope of work for an update to the general plan and cost estimates to accomplish | Existing Staff | No | CDD |

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Red Font – Additional funding/staffing needed.

| GOAL 3: FISCAL SUSTAINABILITY | | | | | | |
|--|------------------|----------------------|---|--|-------------------------|--------------------|
| The City of Los Altos will continue to be responsible financial stewards of its resources and assets to ensure long-term fiscal sustainability by practicing sound financial management and fiscal transparency, while providing fiscally sustainable government services that address the needs of the community. | | | | | | |
| OBJECTIVES | FY TERM | DEPT PRIORITY | TASKS | RESOURCE NEEDS | BELOW WATER LINE | LEAD DEPT |
| Objective No. 1: Closely monitor the economic recovery and financial impacts associated with the ongoing COVID-19 pandemic and update the City Council and the community on a timely basis. | 21-22 | 1b | Provide mid-year budget update to Council no later than February 8, 2022, which will include updated revenue projections and continue to monitor Sales Tax and Property Tax revenues to ensure accurate revenue projections | Existing Staff and Financial Consultant | No | Finance |
| Objective No. 2: Seek federal and state grant funding available through FEMA, CARES and others for City resources expended in response to COVID-19. | 21-22 | 1c | Approve a plan for use of American Rescue Plan Act (ARPA) dollars along with necessary budget adjustments | Existing Staff and Financial Consultant | No | Finance |
| Objective No. 3: Evaluate the staffing and resource needs of the Finance Division. | 21 | 4 | In process | Existing Staff and Financial Consultant | Yes | Finance |
| Objective No. 4: Through the biennial budget development process, continue to control and/or reduce costs to achieve a fiscally sustainable budget, while maintaining adequate fund balance reserves, and continue to keep the City Council informed on a regular basis. | 21-22 | 1a | In process, adopt two-year budget by June 30, 2021 | Existing Staff and Financial Consultant | No | Finance |
| Objective No. 5: Annually evaluate the City's existing user fee schedules to ensure reasonable costs of providing services are appropriately assessed. | 21-22 | 2 | Update Cost Allocation Study and associated Fee Schedule | Hire consultant to update the Cost Allocation Study | No | Finance |
| Objective No. 6: Continue to develop and implement plans at minimum biannually to ensure effective and sustainable maintenance of City utilities, transportation infrastructure, buildings, and properties (e.g., CIP, facility assessment, equipment replacement, infrastructure master plans) | 21-22 | 7 | In process | Existing Staff | Yes | Finance |

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| Objective No. 7: Proactively pursue ways to make financial information publicly available, accessible, and easy to understand to the community (e.g., fully utilize financial enterprise system) | 21 | 6 | Implement financial dashboard on City website | Existing Staff and Financial Consultant | Yes | Finance |
| Objective No. 8: Discuss with Finance Commission ways to proactively identify and monitor long-term financial liabilities, including unfunded pension obligations, and take actions to manage these commitments that prioritize the City's long-term financial sustainability. (Finance Commission workplan) | 21 | 3 | Financial Commission to provide recommendations to Council on how to utilize pension reserves. | Existing staff | No | Finance |
| Objective No. 9: Review the recommendations of the City Council's Ad-Hoc Subcommittee on Financial Practices for policy and procedural changes that are desired by the City Council. | 21 | 8 | Financial Commission to review following hiring of new Finance Director | Existing Staff | No | Finance |
| Objective No. 10: Year 1 - Establish a cost recovery policy for the Recreation and Community Services Department based on Operational and Community Center assessments, findings and feedback provided by City Council (Parks and Recreation Commission and Recreation and Community Services Department Operational Assessment recommendations) | 21/22 | 1d | In process. Staff will provide recommendations to City Council for approval. | Existing staff and consultant | No | Recreation |

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| GOAL 4: COMMUNITY SAFETY | | | | | | |
|--|----------------|---------------|--|--|------------------|-------------|
| The City of Los Altos will continue to implement plans, strategies, and educational opportunities to ensure public safety, traffic safety, and emergency preparedness services are done in a responsive, equitable, professional, socially responsible, and trustworthy manner. | | | | | | |
| OBJECTIVES | FY TERM | DEPT PRIORITY | TASKS | RESOURCE NEEDS | BELOW WATER LINE | LEAD DEPT |
| Objective No. 1a: Strengthen Code Enforcement effectiveness by updating and revising the Los Altos Municipal Code language | 21-22 22-23 | 4 | <ul style="list-style-type: none"> Identify Muni Code Sections in need of review and update. | <ul style="list-style-type: none"> Consultants as needed. Current staff City Attorney | No | PD |
| Objective No. 2: Create safe multi-modal transportation and safer routes to schools, solutions that align Community needs with city priorities through public engagement, engineering, education, and enforcement. (CIP PROJECT) | 21-22 22-23 | 2 | <ul style="list-style-type: none"> Finish CSMP Priorities ped/bike and SR2S improvements | <ul style="list-style-type: none"> CSMP underway. Funding from TIF, grants, GF | No | Engineering |
| Objective No. 3: Achieve an overall PCI (Pavement Condition Index) of 75 by 2026 by maintaining an annual resurfacing budget of \$3.5 million. For economies of scale, integrate multi-modal safety amenities into resurfacing projects when feasible (Staff budget recommendation). (CIP PROJECT) | 21-22 22-23 | 1 | <ul style="list-style-type: none"> Continue annual street resurfacing projects Do biannual analysis to track PCI to measure progress towards 75 | <ul style="list-style-type: none"> \$3.5M/yr. funding presented as part of CIP | No | Engineering |
| Objective No. 4: To maximize pedestrian and bicycling safety and minimize traffic congestion resulting from new development projects, assess and address long-term cumulative impacts through established environmental review processes (CEQA), including the newly required Vehicle Miles Traveled (VMT) analysis, and the traffic impact fee (TIF) program. | 21-22 22-23 | 8* | <ol style="list-style-type: none"> Semi-annual citywide traffic count (88 locations) Develop VMT/LOS Policy Use CSMP to develop Bike-Ped Stress Measures Contract consultant team to develop VMT/LOS policy and checklist Develop a Traffic Study Checklists for Transportation Consultants by Land Use Type Develop a VMT/LOS policy and checklist Develop a City policy on telecommuting strategies Overhaul TIF Program to Help Fund Priority Transportation Projects | <ul style="list-style-type: none"> 3-4 transportation consultants Eng. has funding in 20/21 for Items 1-4 Due to staff resource limitations, Items 5-6 cannot be implemented until FY 22/23. (Budget \$50K) | No | Eng/CDD |

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| GOAL 5: ASSET MANAGEMENT | | | | | | |
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| The City of Los Altos will set clear expectations and allocate the necessary funding to maintain and improve City facilities and infrastructure that are necessary to provide high-quality services for the well-being of residents. | | | | | | |
| OBJECTIVE | FY TERM | DEPT PRIORITY | TASKS | RESOURCE NEEDS | BELOW WATER LINE | LEAD DEPT |
| Objective No. 1a: Complete construction of the Community Center and begin phased re-opening due to COVID. (CIP PROJECT) | 21-22 | 1 | <ul style="list-style-type: none"> Complete construction Commission & furnish Grand Opening event | <ul style="list-style-type: none"> PIO support Marketing | No | Eng/ Recreation |
| Objective No. 1b: Develop an Operational Implementation Plan for the City's recreation services and the new Community Center that will include a staffing plan, policies and procedures, fee schedule and funding sources. | 21-22 | | <ul style="list-style-type: none"> Develop Operational Implementation Plan | <ul style="list-style-type: none"> GF funding for staff and marketing | No | Recreation |
| Objective No. 2: Award a construction contract to build a new Emergency Operations Center. (CIP PROJECT) | 21-22 | 2 | <ul style="list-style-type: none"> Council approves budget Council design review Complete design Bid project Hire construction manager | <ul style="list-style-type: none"> Option C-CIP funding Option D-Grant &/or CIP funding Construction manager and architectural support | No | Engineering |
| Objective No. 3: Develop a Needs Assessment & Options Analysis Plan for improving the police and fire stations, including but not limited to options for constructing new facilities versus renovation and increased maintenance measures on existing facilities. (CIP PROJECT) | 22-23 | 4 | <ul style="list-style-type: none"> Develop RFP & hire consultant | <ul style="list-style-type: none"> Funding (\$200-250K) Staff or consultant to write the RFP | No | Engineering |
| Objective No. 4: Implement City Council policy decision on the future of the Halsey House. (CIP PROJECT) | 21-22 22-23 | 3 | <ul style="list-style-type: none"> Complete Options Analysis and HRE Obtain recommendations of commissions and Council decision on an option Develop funding plan | <ul style="list-style-type: none"> Funding for the studies and the development of the selected option Staff and funding to implement Council's recommended Option after the Options Analysis and HRE | No | Engineering |

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| <p>Objective No. 5: Develop final plans for 999 Fremont Ave. site (Staff recommendation: Year 1, engage the community to provide guidance on the development of the plan for 999 Fremont Avenue consistent with the Loyola Corners Specific Plan and evaluate if any amendments to the specific plan are needed to accomplish the plan.</p> | 22-23 | 17* | <ul style="list-style-type: none"> • Conduct Community Outreach for input on a plan for the site • Develop amendments to specific plan, if needed, based on community input | <ul style="list-style-type: none"> • Meeting Facilitator • Staff/funding for design | No | CDD/Eng |
| <p>Objective No. 6: Update the facilities assessment and deferred maintenance report on all City buildings (including Grant Park buildings) and create a Facilities Equipment Replacement program for funding. (Staff recommendation: Year 1: fund a facilities assessment update, Year 2 align the Facilities Equipment Replacement program with regular and deferred maintenance of facilities) (CIP PROJECT)</p> | 21-22 22-23 | 5 | <ul style="list-style-type: none"> • Hire a consultant to do a facilities assessment of all City buildings with recommendations for repairs and improvements. • Create a detailed Facilities Equipment Replacement listing that identifies and tracks facility component useful life to keep facilities in top condition. | <ul style="list-style-type: none"> • Funding for consultant to do facility assessment (managed by Maintenance Services) • Maintenance Services and Engineering staff will prepare plan that will drive initial prioritization and future maintenance. | No | Maintenance/ Engineering |
| <p>Objective No. 7: Update the 2012 Parks Plan to include recreation facilities and programs as a comprehensive Parks and Recreation Master Plan (Staff, PARC, and Recreation and Community Services Department Operational Assessment recommendations- in CIP Year 24-25, paralleling General Plan Update) (CIP PROJECT)</p> | 24-25 | 16* | <ul style="list-style-type: none"> • Council approve timing with General Plan Update • Council approves budget • Staff develop RFP/Scope & hire consultant, including extensive public outreach | <ul style="list-style-type: none"> • Need approx. \$300K to fund Plan in 24-25 | No | Recreation/ CDD |
| <p>Objective No 8: Grant Park Master Plan (exterior improvements). (CIP PROJECT)</p> | 22-23 | 4 | <ul style="list-style-type: none"> • Prepare scope of work and budget w/Task Force to be approved by City Council • Staff develop RFP & hire consultant, including extensive public outreach | <ul style="list-style-type: none"> • \$150K included in CIP to fund plan in FY 22-23 | No | Recreation/ Engineering/ Maintenance |

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| GOAL 6: ENVIRONMENTAL SUSTAINABILITY | | | | | | |
|--|----------------|----------------------|--|---|-------------------------|------------------|
| The City of Los Altos will be a leader on environmental sustainability through education, and adopting and embracing policies, initiatives, and practices that advance this effort. | | | | | | |
| OBJECTIVES | FY TERM | DEPT PRIORITY | TASKS | RESOURCE NEEDS | BELOW WATER LINE | LEAD DEPT |
| Objective No. 1: Update the Climate Action & Adaptation Plan to include a menu of goals and objectives that establish and carry forward the City's climate policy. | 21 | 3* | In process. | Existing staff in conjunction with existing consultant | No | CDD |
| Objective No. 2: Explore public/private partnerships (PPP) with clear roles and expectations to help educate the community on important environmental issues such as reach codes and the Climate Action & Adaptation Plan (Staff recommendation – below water line). | 22 | 3a* | Review recommendations of Climate Action & Adaptation Plan | Existing staff | No | CDD |
| Objective No. 3: Create a water conservation strategy and implementation plan after the completion of the Climate Action & Adaptation Plan (Staff recommendation: – year 1). | 21-22 | 14* | Review | Existing staff | No | CDD |
| Objective No 4: Create an energy conservation strategy and implementation plan after the completion of the Climate Action & Adaptation Plan, specific to park and recreation facilities (PARC Work Plan) | 21-22 | 9* | Review recommendations of Climate Action & Adaptation Plan | <ul style="list-style-type: none"> Existing staff in conjunction with consultant. Additional funding will be needed to update and monitor progress towards meeting the Plan | No | CDD |
| Objective No. 5: Work with other jurisdictions to help keep the community safe by taking actions to strive for clean water and air and addressing or challenging activities that threaten these such as those being generated by operations at the Lehigh cement plant and quarry. | 21-22 | 15* | Monitor activities of County of Santa Clara and Lehigh Quarry and Cement Plant | Existing staff | No | CDD |

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| GOAL 7: COMMUNITY ENGAGEMENT | | | | | | |
|--|------------------------|----------------------|--|-----------------------|-------------------------|------------------|
| The City of Los Altos will continue to improve its community engagement process to ensure all community members are heard, informed, and included. | | | | | | |
| OBJECTIVE | FY TERM | DEPT PRIORITY | TASKS | RESOURCE NEEDS | BELOW WATER LINE | LEAD DEPT |
| Objective No. 1: Continue to improve our community engagement tools and platforms to enable the City to reach the different segments of our population. | 21/22 22/23 | 1 | (e.g., website, social media, community meetings, mailers) | Existing staff | No | Exec Team |
| Objective No. 2: Continue to standardize our community engagement processes. | 21/22 22/23 | 4 | (e.g., subject specific process documents, e.g., surveys) | Existing staff | No | Exec Team |
| Objective No. 3: Continue to provide the community with multiple relevant engagement opportunities | 21/22 22/23 | 3 | (e.g., neighborhood engagement meetings, explore different methods to engage difficult-to-reach populations) | Existing staff | No | Exec Team |
| Objective No. 4: Continue to communicate with the community in a transparent manner. | 21/22 22/23 | 2 | See above | Existing staff | No | Exec Team |
| Objective 5: Ensure our CE tools/platforms meet regulations, statutes, etc., while meeting the various needs of the community | 21/22 22/23 | | See above | Existing staff | No | Exec Team |

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| GOAL 8: TRANSITIONING THROUGH CHANGE | | | | | | |
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| The City Council will proactively address the impact of COVID-19 and other consequential changes on the community during 2020 and 2021 to ensure Los Altos successfully navigates these transitions to be an even stronger community. | | | | | | |
| OBJECTIVE | FY TERM | PRIORITY | TASKS | RESOURCE NEEDS | BELOW WATER LINE | LEAD DEPT |
| Objective No. 1: Support efforts to keep the Community and City staff safe, including supporting County efforts on vaccine rollout, community communication, mask wearing, and other public health measures. | 21/22 | 1 | Develop and implement Return to In-person Plan | Existing staff | No | Exec Team |
| Objective No. 2: Evaluate and support/implement adopted policies and guidance documents that support economic recovery across the City. This includes evaluating and implementing, as appropriate, improvements that will increase the number of parking stalls available for public use and the recommendations of the City's Downtown Vision Plan and the Downtown Buildings Committee's recommendations. Develop a Streetscape Plan for the segment of First Street between South San Antonio Road and Main Street. | 21/22 22/23 | 3* | <ul style="list-style-type: none"> Develop and implement an Econ Dev recovery plan based on adopted policy and guidance documents. Consult and support business organizations in their economic recovery efforts 1st Streetscape Plan | <ul style="list-style-type: none"> Existing staff Consultants | No | CDD |
| Objective No. 3: Seek out grants that will assist the economic recovery of businesses, property owners, and residents. | 21/22 | 3a* | <ul style="list-style-type: none"> Identify grant opportunities. Begin applying for grants. | Existing staff, however, a grant facilitator may be useful. | No | CDD |
| Objective No. 4: Review the measures put in place because of the work of the Public Safety Taskforce. Debrief what is working, what is not, and if any other best practices should be initiated in building on the taskforce, while at the same time considering staff capacity to undertake new initiatives in 2021. | 21/22 | 3 | <ul style="list-style-type: none"> Reconfigure Department webpage Implement complaint tracking software. Modify complaint brochure. Regularly review policies and procedures -Collect and release RIPA data -Continual engagement with the community emphasizing education, transparency, and accountability | Existing staff | No | PD |

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| | | | <ul style="list-style-type: none"> -Work in partnership with surrounding agencies to address law enforcement's role in mental health response | | | |
| Objective No. 5: Complete recruitment of the City's next City Manager | 21 | 2 | Conduct recruitment | <ul style="list-style-type: none"> City Council Consultants | No | CC |
| Objective No. 6: Review the City Council's code of conduct/norms and ethics and reevaluate Council's relationship with Commissions, including the appropriateness of Council commission liaisons. | 21/22 | 4 | Conduct study sessions, adopt revisions | Existing staff | No | CA/Exec Team |
| Objective No 7: Diversity, Equity & Access – Continue to create a culture that is welcoming for the community, employees, volunteers and visitors through respect, inclusion, equity, and cultural awareness considerations when providing access to programs, services, parks, and facilities. (PARC Work Plan recommendation). | 21-22 22-23 | 5 | <ul style="list-style-type: none"> Implement best practices Consider City-wide approach Establish Policies & Procedures | Existing staff | No | Exec Team |

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DISCUSSION ITEM
AGENDA ITEM # 12

AGENDA REPORT SUMMARY

Meeting Date: June 22, 2021

Subject: Regional Housing Needs Allocation RHNA: Consider appeal of the City’s ABAG RHNA allocation and provide appropriate direction and share information regarding other legal actions challenging the RHNA number

From: Vice Mayor Enander

The following can each potentially affect the final RHNA for Los Altos. This report updates council on each item and asks council to consider action regarding item 1 and possibly to give direction to staff for 2.

1. RHNA appeal process

The City of Los Altos received its draft RHNA from ABAG. There now follows a formal appeals period, after which the numbers may be adjusted and will then be finalized. Based on appeals from other cities, the numbers for Los Altos may change as well – irrespective of our appeal. If the city chooses to appeal, the filing must be done by July 9, 2021.

The official process for a jurisdiction to appeal the RHNA from ABAG is at:

https://abag.ca.gov/sites/default/files/documents/2021-05/ABAG_2023-2031_RHNA_Appeals_Procedures.pdf

The form which shows the basis/bases for appeal is on p. 10 of the document. Some of the bases refer to the Local Jurisdiction Survey, which Los Altos did not submit. Nevertheless, we believe the data relied on are in the report, “Housing Needs Data Report: Los Altos” dated April 2, 2021.

Copies of the Local Jurisdiction Survey as completed by other cities are available at:

https://abag.ca.gov/sites/default/files/documents/2021-05/ABAG_RHNA_Local_Jurisdiction_Surveys_Received.pdf

Possible bases for appeal include the significantly changed circumstances arising from the pandemic and/or further analysis of the data relied on.

Action: Does Council want to direct staff to file an appeal?

2. Litigation against California Department of Housing and Community Development (HCD) regarding RHNA methodology.

A suit was filed in Superior Court, Alameda County by two non-profit corporations and five individual against HCD and Does 1-25. The suit challenges the method used by HCD to determine the numbers for the 6th housing element cycle for ABAG. Some jurisdictions are discussing the issue that the cities and counties, which would be most impacted by the suit, are not parties. Therefore, there is believed to be potential for HCD to negotiate a settlement to the suit without involving the affected jurisdictions. Some cities are considering filing amicus briefs, raising the issue that cities would be affected but are not parties to the suit.

Question: Does Council wish to agendize this matter for possible action, meanwhile directing the City Attorney to evaluate the matter?

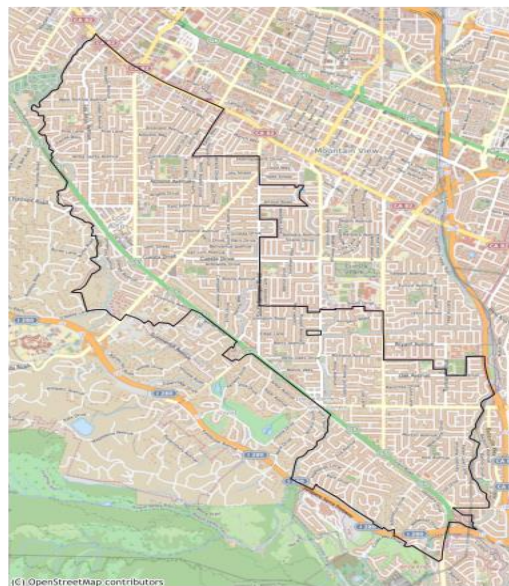
3. Litigation by the Orange County Council of Governments against HCD.

On May 27, 2021, the Orange County Council of Governments voted to direct staff to file a writ of mandamus against HCD. The writ is not yet available for review. It is too soon to know whether or to what extent the action might impact Los Altos, given that the 6th cycle process is much farther along in southern California than for ABAG jurisdictions.

HOUSING NEEDS DATA REPORT: LOS ALTOS

ABAG/MTC Staff and Baird + Driskell Community Planning

2021-04-02



ASSOCIATION OF BAY AREA GOVERNMENTS
METROPOLITAN TRANSPORTATION COMMISSION



Technical Assistance
for Local Planning
HOUSING

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1 INTRODUCTION

The Bay Area continues to see growth in both population and jobs, which means more housing of various types and sizes is needed to ensure that residents across all income levels, ages, and abilities have a place to call home. While the number of people drawn to the region over the past 30 years has steadily increased, housing production has stalled, contributing to the housing shortage that communities are experiencing today. In many cities, this has resulted in residents being priced out, increased traffic congestion caused by longer commutes, and fewer people across incomes being able to purchase homes or meet surging rents.

The 2023-2031 Housing Element Update provides a roadmap for how to meet our growth and housing challenges. Required by the state, the Housing Element identifies what the existing housing conditions and community needs are, reiterates goals, and creates a plan for more housing. The Housing Element is an integral part of the General Plan, which guides the policies of Los Altos.

2 SUMMARY OF KEY FACTS

- **Population** - Generally, the population of the Bay Area continues to grow because of natural growth and because the strong economy draws new residents to the region. The population of Los Altos increased by 11.5% from 2000 to 2020, which is below the growth rate of the Bay Area.
- **Age** - In 2019, Los Altos's youth population under the age of 18 was 7,869 and senior population 65 and older was 6,102. These age groups represent 25.8% and 20.0%, respectively, of Los Altos's population.
- **Race/Ethnicity** - In 2020, 58.1% of Los Altos's population was White while 0.5% was African American, 31.4% was Asian, and 4.4% was Latinx. People of color in Los Altos comprise a proportion below the overall proportion in the Bay Area as a whole.¹
- **Employment** - Los Altos residents most commonly work in the *Financial & Professional Services* industry. From January 2010 to January 2021, the unemployment rate in Los Altos decreased by 3.4 percentage points. Since 2010, the number of jobs located in the jurisdiction increased by 3,470 (41.5%). Additionally, the jobs-household ratio in Los Altos has increased from 0.8 in 2002 to 1.06 jobs per household in 2018.
- **Number of Homes** - The number of new homes built in the Bay Area has not kept pace with the demand, resulting in longer commutes, increasing prices, and exacerbating issues of displacement and homelessness. The number of homes in Los Altos increased, 4.2% from 2010 to 2020, which is *below* the growth rate for Santa Clara County and *below* the growth rate of the region's housing stock during this time period.
- **Home Prices** - A diversity of homes at all income levels creates opportunities for all Los Altos residents to live and thrive in the community.
 - **Ownership** The largest proportion of homes had a value in the range of \$2M+ in 2019. Home prices increased by 106.3% from 2010 to 2020.
 - **Rental Prices** - The typical contract rent for an apartment in Los Altos was \$3,100 in 2019. Rental prices increased by 56.7% from 2009 to 2019. To rent a typical apartment without cost burden, a household would need to make \$124,120 per year.²
- **Housing Type** - It is important to have a variety of housing types to meet the needs of a community today and in the future. In 2020, 81.0% of homes in Los Altos were single family detached, 4.8% were single family attached, 2.2% were small multifamily (2-4 units), and 12.1% were medium or large multifamily (5+ units). Between 2010 and 2020, the number of multi-

¹ The Census Bureau's American Community Survey accounts for ethnic origin separate from racial identity. The numbers reported here use an accounting of both such that the racial categories are shown exclusive of Latinx status, to allow for an accounting of the Latinx population regardless of racial identity. The term Hispanic has historically been used to describe people from numerous Central American, South American, and Caribbean countries. In recent years, the term Latino or Latinx has become preferred. This report generally uses Latinx, but occasionally when discussing US Census data, we use Hispanic or Non-Hispanic, to clearly link to the data source.

² Note that contract rents may differ significantly from, and often being lower than, current listing prices.



family units increased more than single-family units. Generally, in Los Altos, the share of the housing stock that is detached single family homes is above that of other jurisdictions in the region.

- **Cost Burden** - The U.S. Department of Housing and Urban Development considers housing to be affordable for a household if the household spends less than 30% of its income on housing costs. A household is considered “cost-burdened” if it spends more than 30% of its monthly income on housing costs, while those who spend more than 50% of their income on housing costs are considered “severely cost-burdened.” In Los Altos, 15.4% of households spend 30%-50% of their income on housing, while 12.5% of households are severely cost burden and use the majority of their income for housing.
- **Displacement/Gentrification** - According to research from The University of California, Berkeley, 0.0% of households in Los Altos live in neighborhoods that are susceptible to or experiencing displacement, and 0.0% live in areas at risk of or undergoing gentrification. 99.9% of households in Los Altos live in neighborhoods where low-income households are likely excluded due to prohibitive housing costs. There are various ways to address displacement including ensuring new housing at all income levels is built.
- **Neighborhood** - 100.0% of residents in Los Altos live in neighborhoods identified as “Highest Resource” or “High Resource” areas by State-commissioned research, while 0.0% of residents live in areas identified by this research as “Low Resource” or “High Segregation and Poverty” areas. These neighborhood designations are based on a range of indicators covering areas such as education, poverty, proximity to jobs and economic opportunities, low pollution levels, and other factors.³
- **Special Housing Needs** - Some population groups may have special housing needs that require specific program responses, and these groups may experience barriers to accessing stable housing due to their specific housing circumstances. In Los Altos, 5.7% of residents have a disability of any kind and may require accessible housing. Additionally, 10.4% of Los Altos households are larger households with five or more people, who likely need larger housing units with three bedrooms or more. 6.7% of households are female-headed families, which are often at greater risk of housing insecurity.

Note on Data

Many of the tables in this report are sourced from data from the Census Bureau’s American Community Survey or U.S. Department of Housing and Urban Development’s Comprehensive Housing Affordability Strategy (CHAS) data, both of which are samples and as such, are subject to sampling variability. This means that data is an estimate, and that other estimates could be possible if another set of

³ For more information on the “opportunity area” categories developed by HCD and the California Tax Credit Allocation Committee, see this website: <https://www.treasurer.ca.gov/ctcac/opportunity.asp>. The degree to which different jurisdictions and neighborhoods have access to opportunity will likely need to be analyzed as part of new Housing Element requirements related to affirmatively furthering fair housing. ABAG/MTC will be providing jurisdictions with technical assistance on this topic this summer, following the release of additional guidance from HCD.



respondents had been reached. We use the five-year release to get a larger data pool to minimize this “margin of error” but particularly for the smaller cities, the data will be based on fewer responses, and the information should be interpreted accordingly.

Additionally, there may be instances where there is no data available for a jurisdiction for particular data point, or where a value is 0 and the automatically generated text cannot perform a calculation. In these cases, the automatically generated text is “NODATA.” Staff should reword these sentences before using them in the context of the Housing Element or other documents.

Note on Figures

Any figure that does not specify geography in the figure name represents data for Los Altos.



3 LOOKING TO THE FUTURE: REGIONAL HOUSING NEEDS

3.1 Regional Housing Needs Determination

The Plan Bay Area 2050⁴ Final Blueprint forecasts that the nine-county Bay Area will add 1.4 million new households between 2015 and 2050. For the eight-year time frame covered by this Housing Element Update, the Department of Housing and Community Development (HCD) has identified the region's housing need as 441,176 units. The total number of housing units assigned by HCD is separated into four income categories that cover housing types for all income levels, from very low-income households to market rate housing.⁵ This calculation, known as the Regional Housing Needs Determination (RHND), is based on population projections produced by the California Department of Finance as well as adjustments that incorporate the region's existing housing need. The adjustments result from recent legislation requiring HCD to apply additional adjustment factors to the baseline growth projection from California Department of Finance, in order for the regions to get closer to healthy housing markets. To this end, adjustments focus on the region's vacancy rate, level of overcrowding and the share of cost burdened households, and seek to bring the region more in line with comparable ones.⁶ These new laws governing the methodology for how HCD calculates the RHND resulted in a significantly higher number of housing units for which the Bay Area must plan compared to previous RHNA cycles.

3.2 Regional Housing Needs Allocation

A starting point for the Housing Element Update process for every California jurisdiction is the Regional Housing Needs Allocation or RHNA - the share of the RHND assigned to each jurisdiction by the Association of Bay Area Governments (ABAG). State Housing Element Law requires ABAG to develop a methodology that calculates the number of housing units assigned to each city and county and distributes each jurisdiction's housing unit allocation among four affordability levels. For this RHNA cycle, the RHND increased by 135%, from 187,990 to 441,776. For more information on the RHNA process this cycle, see ABAG's website: <https://abag.ca.gov/our-work/housing/rhna-regional-housing-needs-allocation>

Almost all jurisdictions in the Bay Area are likely to receive a larger RHNA this cycle compared to the last cycle, primarily due to changes in state law that led to a considerably higher RHND compared to previous cycles.

In January 2021, ABAG adopted a Draft RHNA Methodology, which is currently being reviewed by HCD. For Los Altos, the proposed RHNA to be planned for this cycle is 1,958 units, a stated increase from the last cycle. **Please note that the previously stated figures are merely illustrative, as ABAG has yet to issue Final RHNA allocations. The Final RHNA allocations that local jurisdictions will use for their**

⁴ Plan Bay Area 2050 is a long-range plan charting the course for the future of the nine-county San Francisco Bay Area. It covers four key issues: the economy, the environment, housing and transportation

⁵ HCD divides the RHND into the following four income categories:

Very Low-income: 0-50% of Area Median Income

Low-income: 50-80% of Area Median Income

Moderate-income: 80-120% of Area Median Income

Above Moderate-income: 120% or more of Area Median Income

⁶ For more information on HCD's RHND calculation for the Bay Area, see this letter sent to ABAG from HCD on June 9, 2020: [https://www.hcd.ca.gov/community-development/housing-element/docs/abagrhna-final060920\(r\).pdf](https://www.hcd.ca.gov/community-development/housing-element/docs/abagrhna-final060920(r).pdf)



Housing Elements will be released at the end of 2021. The potential allocation that Los Altos would receive from the Draft RHNA Methodology is broken down by income category as follows:

Table 1: Illustrative Regional Housing Needs Allocation from Draft Methodology

| Income Group | Los Altos Units | Santa Clara County Units | Bay Area Units | Los Altos Percent | Santa Clara County Percent | Bay Area Percent |
|--------------------------------------|-----------------|--------------------------|----------------|-------------------|----------------------------|------------------|
| Very Low Income (<50% of AMI) | 501 | 32316 | 114442 | 25.6% | 24.9% | 25.9% |
| Low Income (50%-80% of AMI) | 288 | 18607 | 65892 | 14.7% | 14.4% | 14.9% |
| Moderate Income (80%-120% of AMI) | 326 | 21926 | 72712 | 16.6% | 16.9% | 16.5% |
| Above Moderate Income (>120% of AMI) | 843 | 56728 | 188130 | 43.1% | 43.8% | 42.6% |
| Total | 1958 | 129577 | 441176 | 100.0% | 100.0% | 100.0% |

Source: Association of Bay Area Governments Methodology and tentative numbers were approved by ABAG's Executive board on January 21, 2021 (Resolution No. 02-2021). The numbers were submitted for review to California Housing and Community Development in February 2021, after which an appeals process will take place during the Summer and Fall of 2021. THESE NUMBERS SHOULD BE CONSIDERED PRELIMINARY AND SUBJECT TO CHANGE PER HCD REVIEW

4 POPULATION, EMPLOYMENT AND HOUSEHOLD CHARACTERISTICS

4.1 Population

The Bay Area is the fifth-largest metropolitan area in the nation and has seen a steady increase in population since 1990, except for a dip during the Great Recession. Many cities in the region have experienced significant growth in jobs and population. While these trends have led to a corresponding increase in demand for housing across the region, the regional production of housing has largely not kept pace with job and population growth. Since 2000, Los Altos's population has increased by 11.5%; this rate is below that of the region as a whole, at 14.8%. In Los Altos, roughly 10.2% of its population moved during the past year, a number 3.2 percentage points smaller than the regional rate of 13.4%.

Table 2: Population Growth Trends

| Geography | 1990 | 1995 | 2000 | 2005 | 2010 | 2015 | 2020 |
|--------------------|---------|---------|---------|---------|---------|---------|---------|
| Los Altos | 26599 | 26993 | 27693 | 27513 | 28976 | 30346 | 30876 |
| Santa Clara County | 1497577 | 1594818 | 1682585 | 1752696 | 1781642 | 1912180 | 1961969 |
| Bay Area | 6020147 | 6381961 | 6784348 | 7073912 | 7150739 | 7595694 | 7790537 |

Universe: Total population

Source: California Department of Finance, E-5 series

For more years of data, please refer to the Data Packet Workbook, Table POPEMP-01.

In 2020, the population of Los Altos was estimated to be 30,876 (see Table 2). From 1990 to 2000, the population increased by 4.1%, while it increased by 4.6% during the first decade of the 2000s. In the most recent decade, the population increased by 6.6%. The population of Los Altos makes up 1.6% of Santa Clara County.⁷

⁷ To compare the rate of growth across various geographic scales, Figure 1 shows population for the jurisdiction, county, and region indexed to the population in the year 1990. This means that the data points represent the population growth (i.e. percent change) in each of these geographies relative to their populations in 1990.

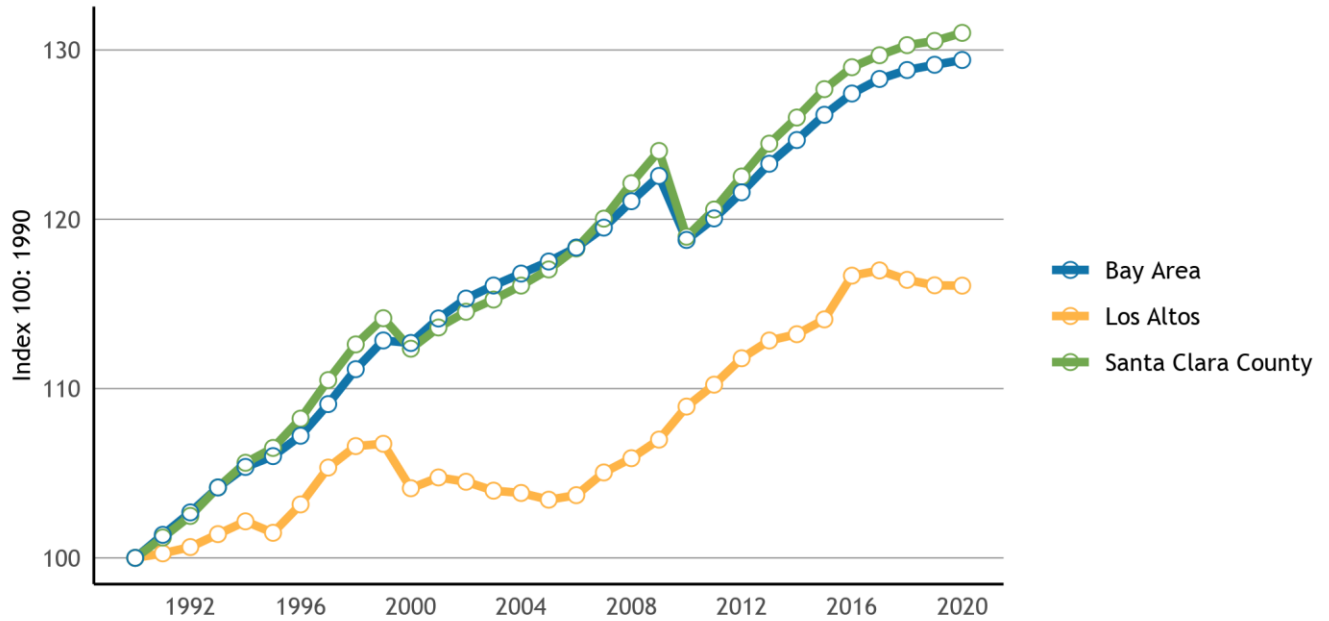


Figure 1: Population Growth Trends

Source: California Department of Finance, E-5 series Note: The data shown on the graph represents population for the jurisdiction, county, and region indexed to the population in the first year shown. The data points represent the relative population growth in each of these geographies relative to their populations in that year. For some jurisdictions, a break may appear at the end of each decade (1999, 2009) as estimates are compared to census counts. DOF uses the decennial census to benchmark subsequent population estimates. For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-01.

4.2 Age

The distribution of age groups in a city shapes what types of housing the community may need in the near future. An increase in the older population may mean there is a developing need for more senior housing options, while higher numbers of children and young families can point to the need for more family housing options and related services. There has also been a move by many to age-in-place or downsize to stay within their communities, which can mean more multifamily and accessible units are also needed.

In Los Altos, the median age in 2000 was 43.1; by 2019, this figure had increased, landing at around 46 years. More specifically, the population of those under 14 has increased since 2010, while the 65-and-over population has increased (see Figure 2).

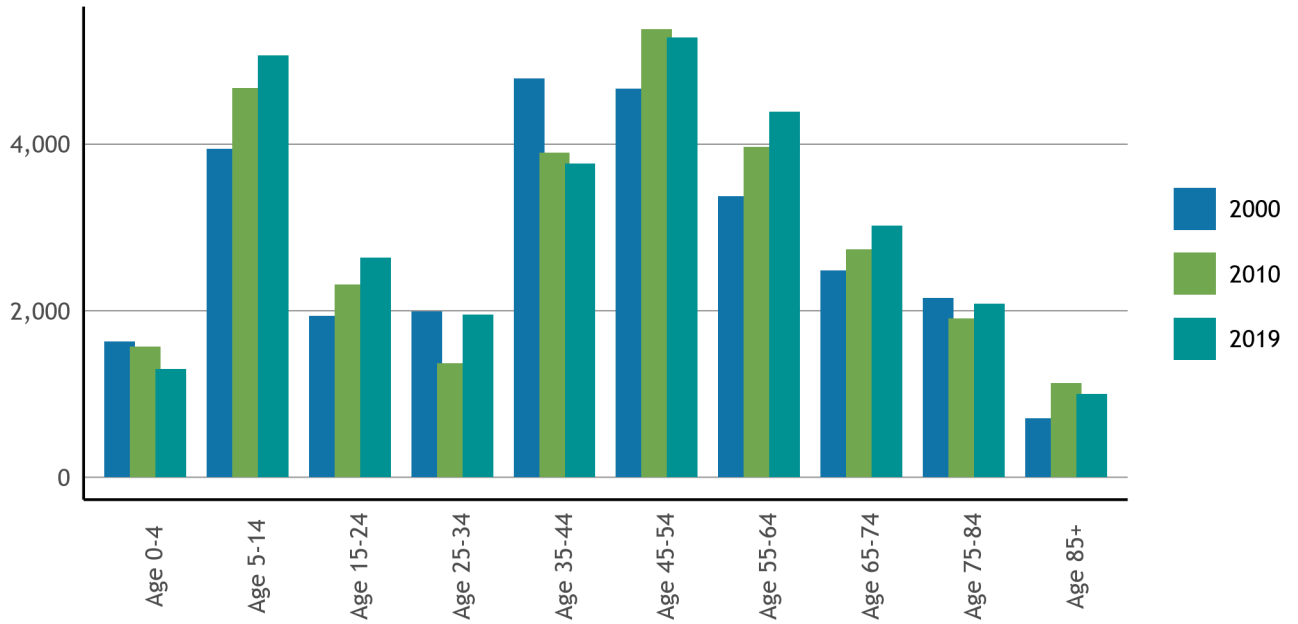


Figure 2: Population by Age, 2000-2019

Universe: Total population

Source: U.S. Census Bureau, Census 2000 SF1, Table P12; U.S. Census Bureau, Census 2010 SF1, Table P12; U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B01001

For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-04.

Looking at the senior and youth population by race can add an additional layer of understanding, as families and seniors of color are even more likely to experience challenges finding affordable housing. People of color⁸ make up 24.3% of seniors and 49.2% of youth under 18 (see Figure 3).

⁸ Here, we count all non-white racial groups

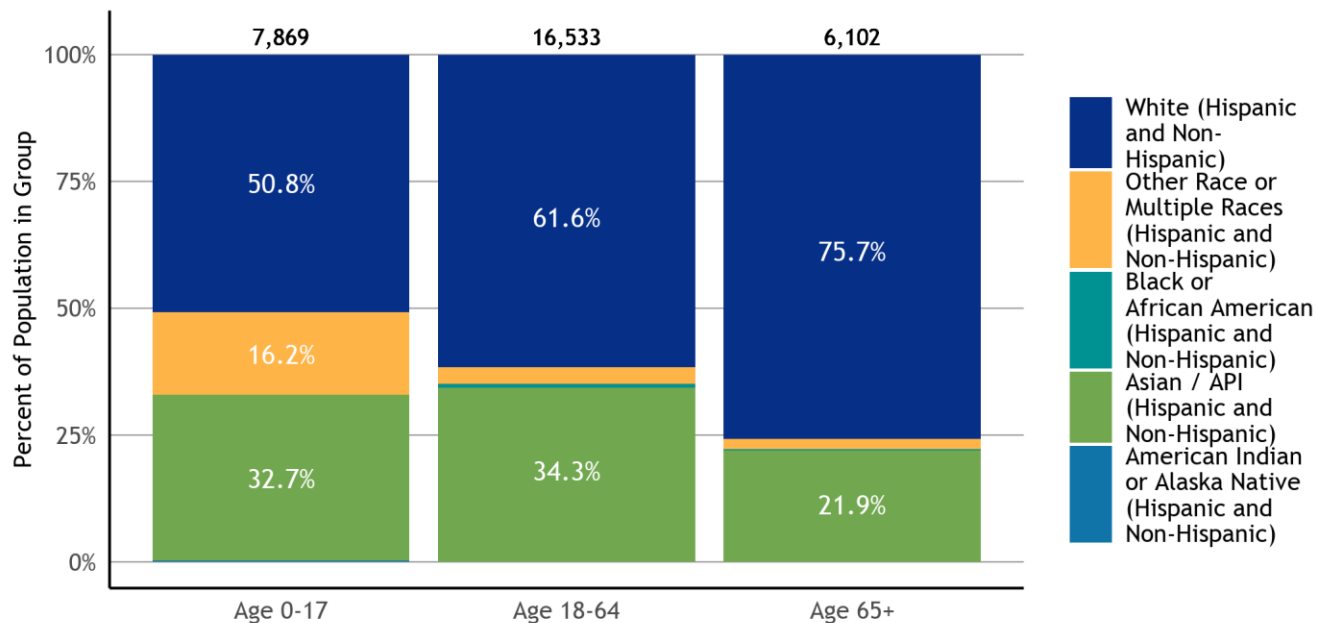


Figure 3: Senior and Youth Population by Race

Universe: Total population

Notes: In the sources for this table, the Census Bureau does not disaggregate racial groups by Hispanic/Latinx ethnicity, and an overlapping category of Hispanic / non-Hispanic groups has not been shown to avoid double counting in the stacked bar chart.

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B01001(A-G)

For the data table behind this figure, please refer to the Data Packet Workbook, Table SEN-02.

4.3 Race and Ethnicity

Understanding the racial makeup of a city and region is important for designing and implementing effective housing policies and programs. These patterns are shaped by both market factors and government actions, such as exclusionary zoning, discriminatory lending practices and displacement that has occurred over time and continues to impact communities of color today⁹. Since 2000, the percentage of residents in Los Altos identifying as White has decreased - and by the same token the percentage of residents of all *other* races and ethnicities has *increased* - by 22.1 percentage points, with the 2019 population standing at 17,735 (see Figure 4). In absolute terms, the *Asian / API, Non-Hispanic* population increased the most while the *White, Non-Hispanic* population decreased the most.

⁹ See, for example, Rothstein, R. (2017). *The color of law : a forgotten history of how our government segregated America*. New York, NY & London, UK: Liveright Publishing.

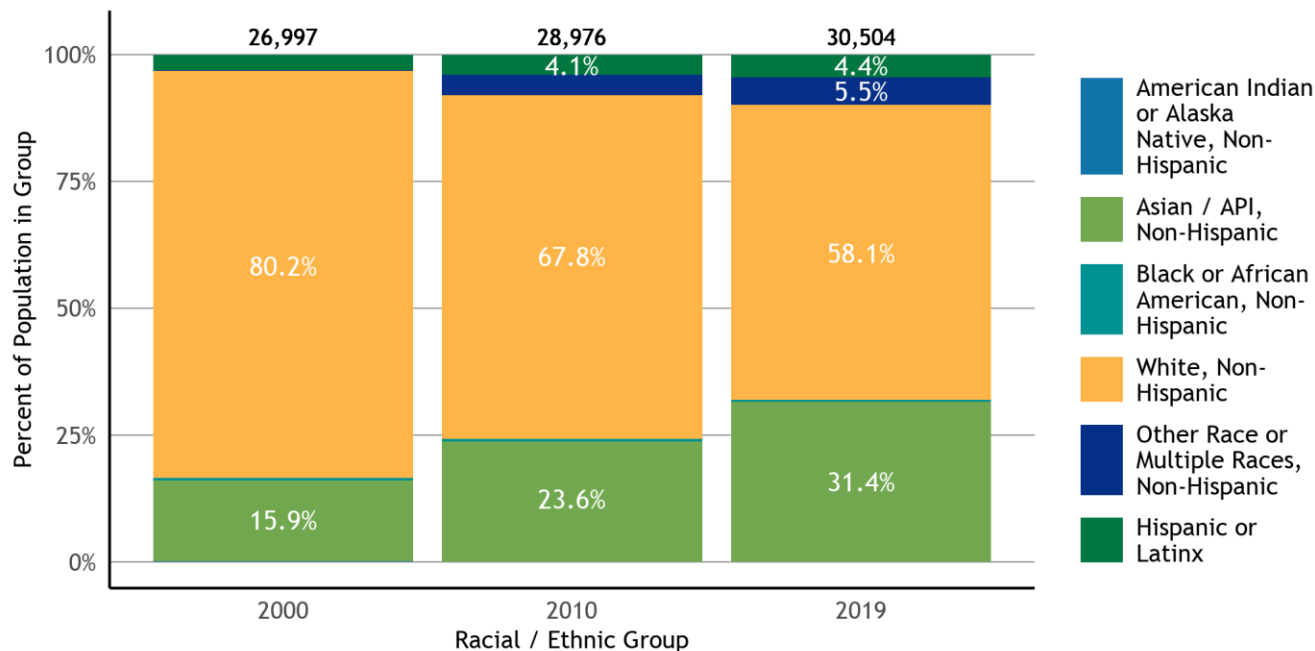


Figure 4: Population by Race, 2000-2019

Universe: Total population

Notes: Data for 2019 represents 2015-2019 ACS estimates. The Census Bureau defines Hispanic/Latinx ethnicity separate from racial categories. For the purposes of this graph, the “Hispanic or Latinx” racial/ethnic group represents those who identify as having Hispanic/Latinx ethnicity and may also be members of any racial group. All other racial categories on this graph represent those who identify with that racial category and do not identify with Hispanic/Latinx ethnicity.

Source: U.S. Census Bureau, Census 2000, Table P004; U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B03002

For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-02.

4.4 Employment Trends

4.4.1 Balance of Jobs and Workers

A city houses employed residents who either work in the community where they live or work elsewhere in the region. Conversely, a city may have job sites that employ residents from the same city, but more often employ workers commuting from outside of it. Smaller cities typically will have more employed residents than jobs there and export workers, while larger cities tend to have a surplus of jobs and import workers. To some extent the regional transportation system is set up for this flow of workers to the region’s core job centers. At the same time, as the housing affordability crisis has illustrated, local imbalances may be severe, where local jobs and worker populations are out of sync at a sub-regional scale.

One measure of this is the relationship between *workers* and *jobs*. A city with a surplus of workers “exports” workers to other parts of the region, while a city with a surplus of jobs must conversely “import” them. Between 2002 and 2018, the number of jobs in Los Altos increased by 40.9% (see Figure 5).

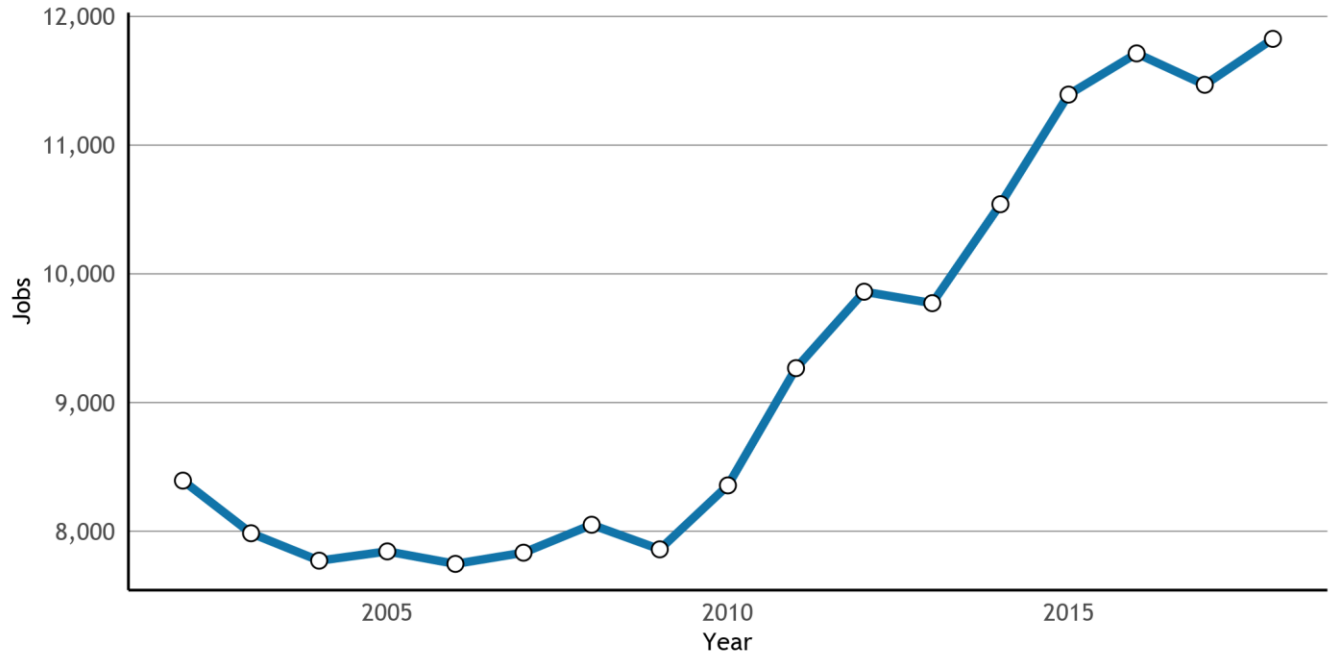


Figure 5: Jobs in a Jurisdiction

Universe: Jobs from unemployment insurance-covered employment (private, state and local government) plus United States Office of Personnel Management-sourced Federal employment

Notes: The data is tabulated by place of work, regardless of where a worker lives. The source data is provided at the census block level. These are crosswalked to jurisdictions and summarized.

Source: U.S. Census Bureau, Longitudinal Employer-Household Dynamics, Workplace Area Characteristics (WAC) files, 2002-2018 For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-11.

There are 13,370 employed residents, and 14,257 jobs¹⁰ in Los Altos - the ratio of jobs to resident workers is 1.07; Los Altos is a *net importer of workers*.

Figure 6 shows the balance when comparing jobs to workers, broken down by different wage groups, offering additional insight into local dynamics. A community may offer employment for relatively low-income workers but have relatively few housing options for those workers - or conversely, it may house residents who are low wage workers but offer few employment opportunities for them. Such relationships may cast extra light on potentially pent-up demand for housing in particular price categories. A relative *surplus* of jobs relative to residents in a given wage category suggests the need to import those workers, while conversely, surpluses of workers in a wage group relative to jobs means the community will export those workers to other jurisdictions. Such flows are not inherently bad, though over time, sub-regional imbalances may appear. Los Altos has more low-wage *jobs* than low-wage *residents* (where low-wage refers to jobs paying less than \$25,000). At the other end of the wage

¹⁰ Employed *residents* in a jurisdiction is counted by place of residence (they may work elsewhere) while *jobs* in a jurisdiction are counted by place of work (they may live elsewhere). The jobs may differ from those reported in Figure 5 as the source for the time series is from administrative data, while the cross-sectional data is from a survey.

spectrum, the city has more high-wage *residents* than high-wage *jobs* (where high-wage refers to jobs paying more than \$75,000) (see Figure 6).¹¹

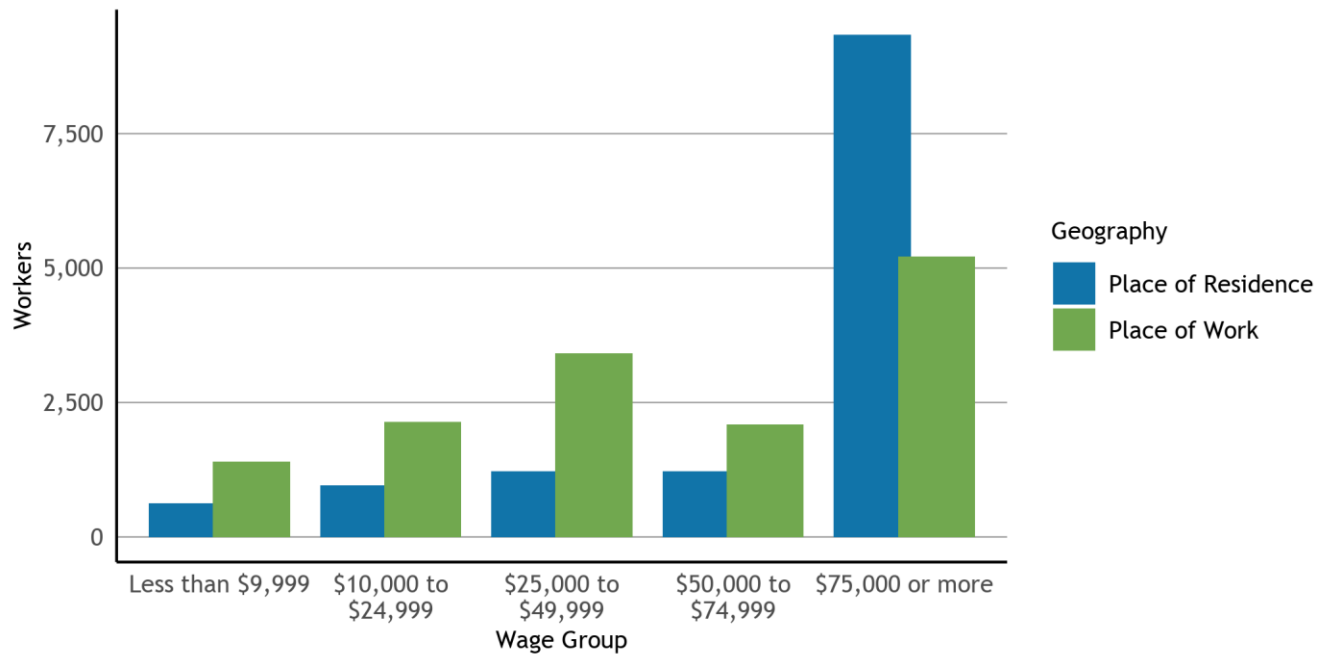


Figure 6: Workers by Earnings, by Jurisdiction as Place of Work and Place of Residence

Universe: Workers 16 years and over with earnings

Source: U.S. Census Bureau, American Community Survey 5-Year Data 2015-2019, B08119, B08519

For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-10.

Figure 7 shows the balance of a jurisdiction’s resident workers to the jobs located there for different wage groups as a ratio instead - a value of 1 means that a city has the same number of jobs in a wage group as it has resident workers - in principle, a balance. Values above 1 indicate a jurisdiction will need to import workers for jobs in a given wage group. At the regional scale, this ratio is 1.04 jobs for each worker, implying a modest import of workers from outside the region (see Figure 7).

¹¹ The source table is top-coded at \$75,000, precluding more fine grained analysis at the higher end of the wage spectrum.

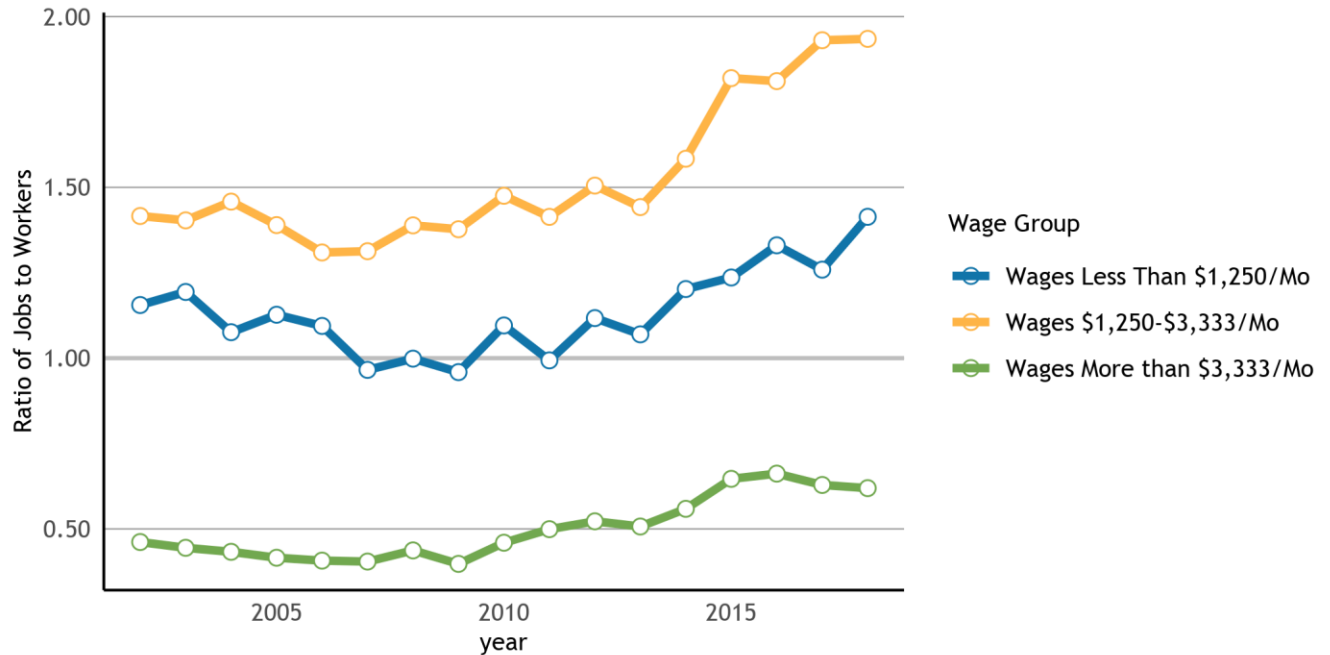


Figure 7: Jobs-Worker Ratios, By Wage Group

Universe: Jobs in a jurisdiction from unemployment insurance-covered employment (private, state and local government) plus United States Office of Personnel Management-sourced Federal employment

Notes: The ratio compares job counts by wage group from two tabulations of LEHD data: Counts by place of work relative to counts by place of residence. See text for details.

Source: U.S. Census Bureau, Longitudinal Employer-Household Dynamics, Workplace Area Characteristics (WAC) files (Jobs); Residence Area Characteristics (RAC) files (Employed Residents), 2010-2018

For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-14.

Such balances between jobs and workers may directly influence the housing demand in a community. New jobs may draw new residents, and when there is high demand for housing relative to supply, many workers may be unable to afford to live where they work, particularly where job growth has been in relatively lower wage jobs. This dynamic not only means many workers will need to prepare for long commutes and time spent on the road, but in the aggregate it contributes to traffic congestion and time lost for all road users.

If there are more jobs than employed residents, it means a city is relatively jobs-rich, typically also with a high jobs to household ratio. Thus bringing housing into the measure, the *jobs-household ratio* in Los Altos has increased from 0.8 in 2002, to 1.06 jobs per household in 2018 (see Figure 8).

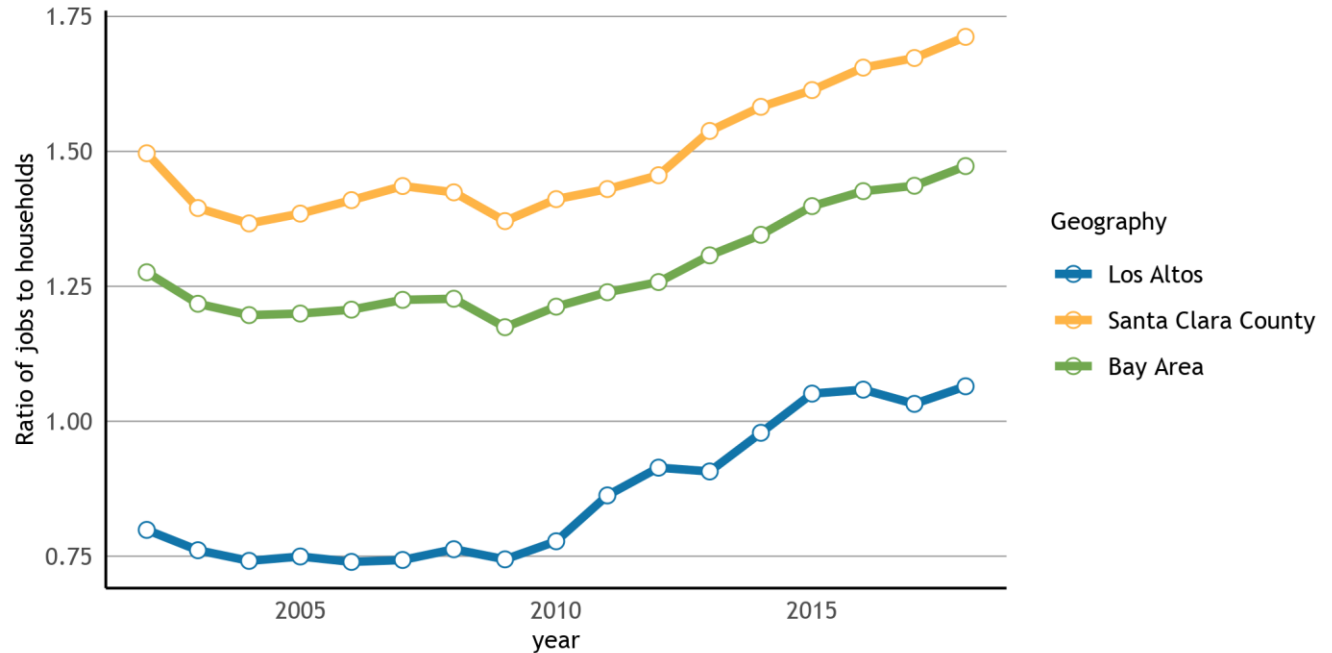


Figure 8: Jobs-Household Ratio

Universe: Jobs in a jurisdiction from unemployment insurance-covered employment (private, state and local government) plus United States Office of Personnel Management-sourced Federal employment; households in a jurisdiction

Notes: The data is tabulated by place of work, regardless of where a worker lives. The source data is provided at the census block level. These are crosswalked to jurisdictions and summarized. The ratio compares place of work wage and salary jobs with households, or occupied housing units. A similar measure is the ratio of jobs to housing units. However, this jobs-household ratio serves to compare the number of jobs in a jurisdiction to the number of housing units that are actually occupied. The difference between a jurisdiction’s jobs-housing ratio and jobs-household ratio will be most pronounced in jurisdictions with high vacancy rates, a high rate of units used for seasonal use, or a high rate of units used as short-term rentals.

Source: U.S. Census Bureau, Longitudinal Employer-Household Dynamics, Workplace Area Characteristics (WAC) files (Jobs), 2002-2018; California Department of Finance, E-5 (Households)

For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-13.

4.4.2 Sector Composition

In terms of sectoral composition, the largest industry in which Los Altos residents work is *Financial & Professional Services*, and the largest sector in which Santa Clara residents work is *Health & Educational Services* (see Figure 9). For the Bay Area as a whole, the *Health & Educational Services* industry employs the most workers.

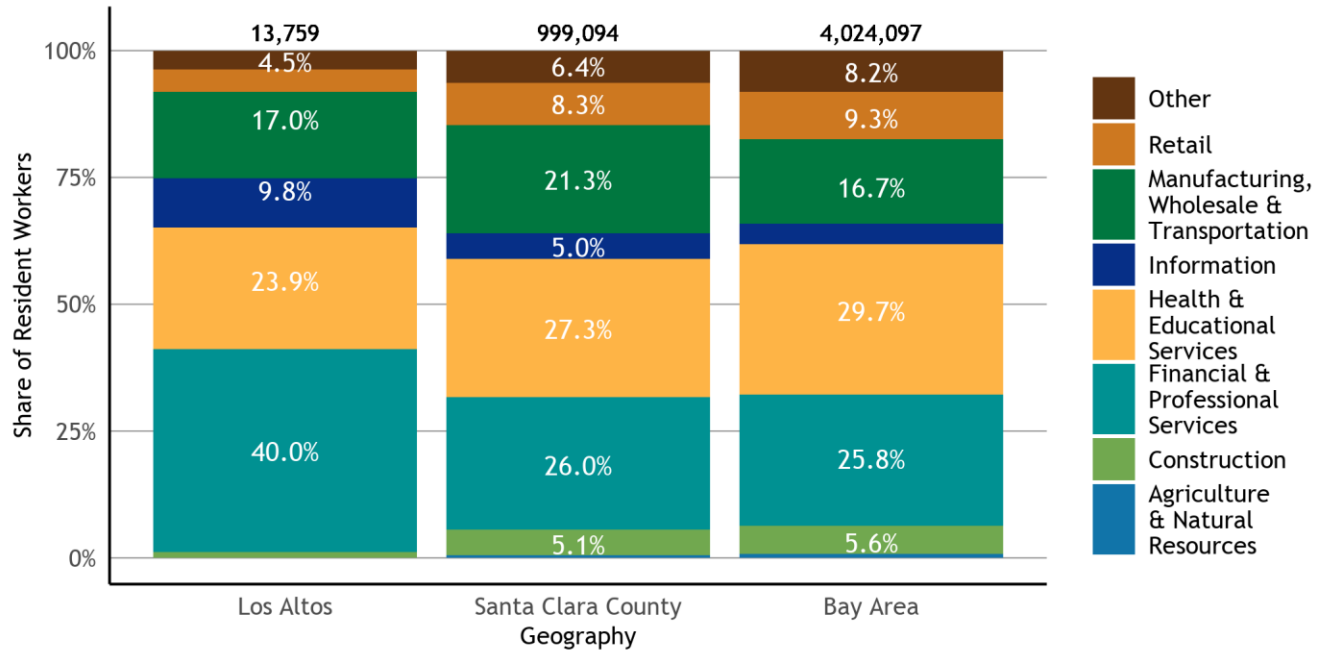


Figure 9: Resident Employment by Industry

Universe: Civilian employed population age 16 years and over

Notes: The data displayed shows the industries in which jurisdiction residents work, regardless of the location where those residents are employed (whether within the jurisdiction or not). Categories are derived from the following source tables: Agriculture & Natural Resources: C24030_003E, C24030_030E; Construction: C24030_006E, C24030_033E; Manufacturing, Wholesale & Transportation: C24030_007E, C24030_034E, C24030_008E, C24030_035E, C24030_010E, C24030_037E; Retail: C24030_009E, C24030_036E; Information: C24030_013E, C24030_040E; Financial & Professional Services: C24030_014E, C24030_041E, C24030_017E, C24030_044E; Health & Educational Services: C24030_021E, C24030_024E, C24030_048E, C24030_051E; Other: C24030_027E, C24030_054E, C24030_028E, C24030_055E

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table C24030

For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-06.

4.4.3 Unemployment

In Los Altos, there was a 3.4 percentage point decrease in the unemployment rate between January 2010 and January 2021. Jurisdictions through the region experienced a sharp rise in unemployment in 2020 due to impacts related to the COVID-19 pandemic, though with a general improvement and recovery in the later months of 2020.

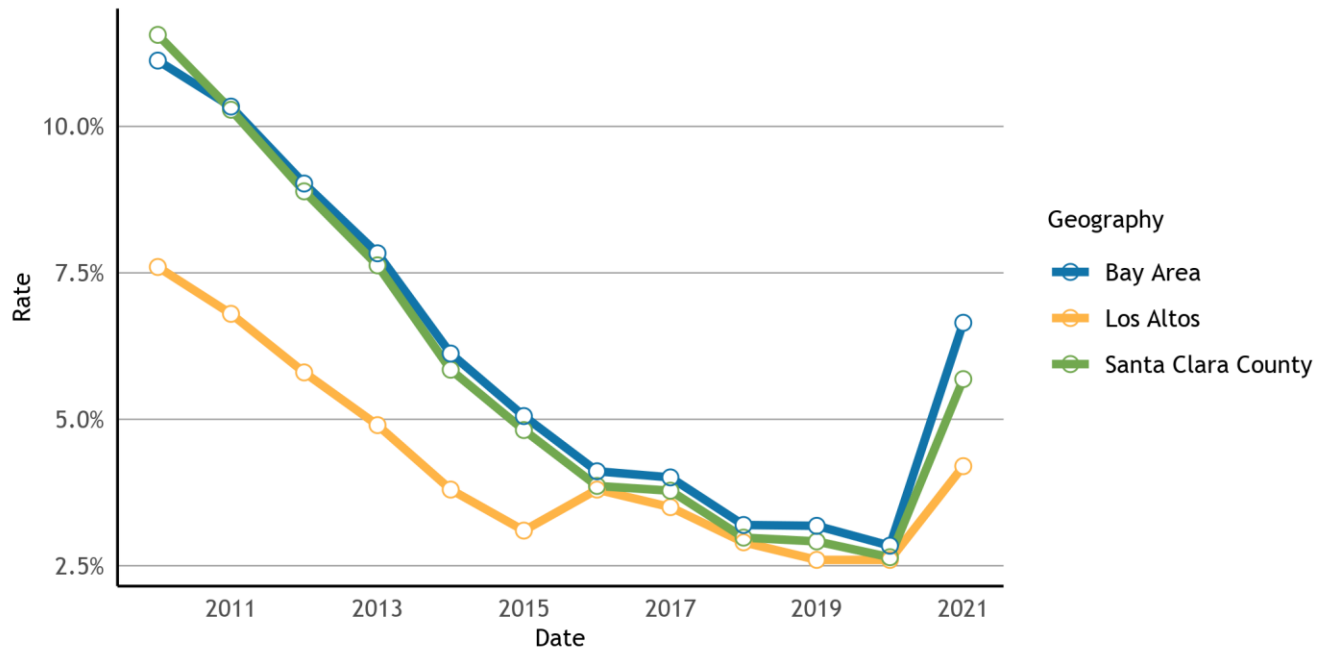


Figure 10: Unemployment Rate

Universe: Civilian noninstitutional population ages 16 and older

Notes: Unemployment rates for the jurisdiction level is derived from larger-geography estimates. This method assumes that the rates of change in employment and unemployment are exactly the same in each sub-county area as at the county level. If this assumption is not true for a specific sub-county area, then the estimates for that area may not be representative of the current economic conditions. Since this assumption is untested, caution should be employed when using these data. Only not seasonally-adjusted labor force (unemployment rates) data are developed for cities and CDPs.

Source: California Employment Development Department, Local Area Unemployment Statistics (LAUS), Sub-county areas monthly updates, 2010-2021.

For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-15.

4.5 Extremely Low-Income Households

Despite the economic and job growth experienced throughout the region since 1990, the income gap has continued to widen. California is one of the most economically unequal states in the nation, and the Bay Area has the highest income inequality between high- and low-income households in the state¹².

In Los Altos, 77.5% of households make more than 100% of the Area Median Income (AMI)¹³, compared to 7.2% making less than 30% of AMI, which is considered extremely low-income (see Figure 11).

¹² Bohn, S. et al. 2020. Income Inequality and Economic Opportunity in California. *Public Policy Institute of California*.

¹³ Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located. Households making between 80 and 120 percent of the AMI are moderate-income, those making 50 to 80 percent are low-income, those making 30 to 50

Regionally, more than half of all households make more than 100% AMI, while 15% make less than 30% AMI. In Santa Clara County, 30% AMI is the equivalent to the annual income of \$39,900 for a family of four. Many households with multiple wage earners - including food service workers, full-time students, teachers, farmworkers and healthcare professionals - can fall into lower AMI categories due to relatively stagnant wages in many industries.

Note on Estimating the Projected Number of Extremely Low-Income Households

Local jurisdictions are required to provide an estimate for their projected extremely low-income households in their Housing Elements. HCD's official Housing Element guidance notes that jurisdictions can use their RHNA for very low-income households (those making 0-50% AMI) to calculate their projected extremely low-income households. For more information, visit HCD's Building Blocks page on Extremely Low-Income Housing Needs.

This document does not contain the required data point of projected extremely low-income households, as Bay Area jurisdictions have not yet received their final RHNA numbers. Once Los Altos receives its 6th Cycle RHNA, staff can estimate the projected extremely low-income households using one of the following three methodologies:

Option A: Assume that 59.8% of Los Altos's very low-income RHNA is for extremely low-income households.

According to HCD's Regional Housing Need Determination for the Bay Area, 15.5% of the region's housing need is for 0-30% AMI households while 25.9% is for 0-50% AMI households. Therefore, extremely low-income housing need represents 59.8% of the region's very low-income housing need, as 15.5 divided by 25.9 is 59.8%. This option aligns with HCD's guidance to use U.S. Census data to calculate the percentage of very low-income RHNA that qualifies for extremely low-income households, as HCD uses U.S. Census data to calculate the Regional Housing Need Determination.

Option B: Assume that 63.2% of Los Altos's very low-income RHNA is for extremely low-income households.

According to the data shown below (Figure 11), 1,208 of Los Altos's households are 0-50% AMI while 764 are extremely low-income. Therefore, extremely low-income households represent 63.2% of households who are 0-50% AMI, as 764 divided by 1,208 is 63.2%. This option aligns with HCD's guidance to use U.S. Census data to calculate the percentage of very low-income RHNA that qualifies for extremely low-income households, as the information in Figure 11 represents a tabulation of Census Bureau Data.

Option C: Assume that 50% of Los Altos's very low-income RHNA is for extremely low-income households.

HCD's guidance notes that instead of using U.S. Census data to calculate the percentage of very low-income RHNA that qualifies for extremely low-income households, local jurisdictions can presume that 50% of their RHNA for very low-income households qualifies for extremely low-income households.

percent are very low-income, and those making less than 30 percent are extremely low-income. This is then adjusted for household size.

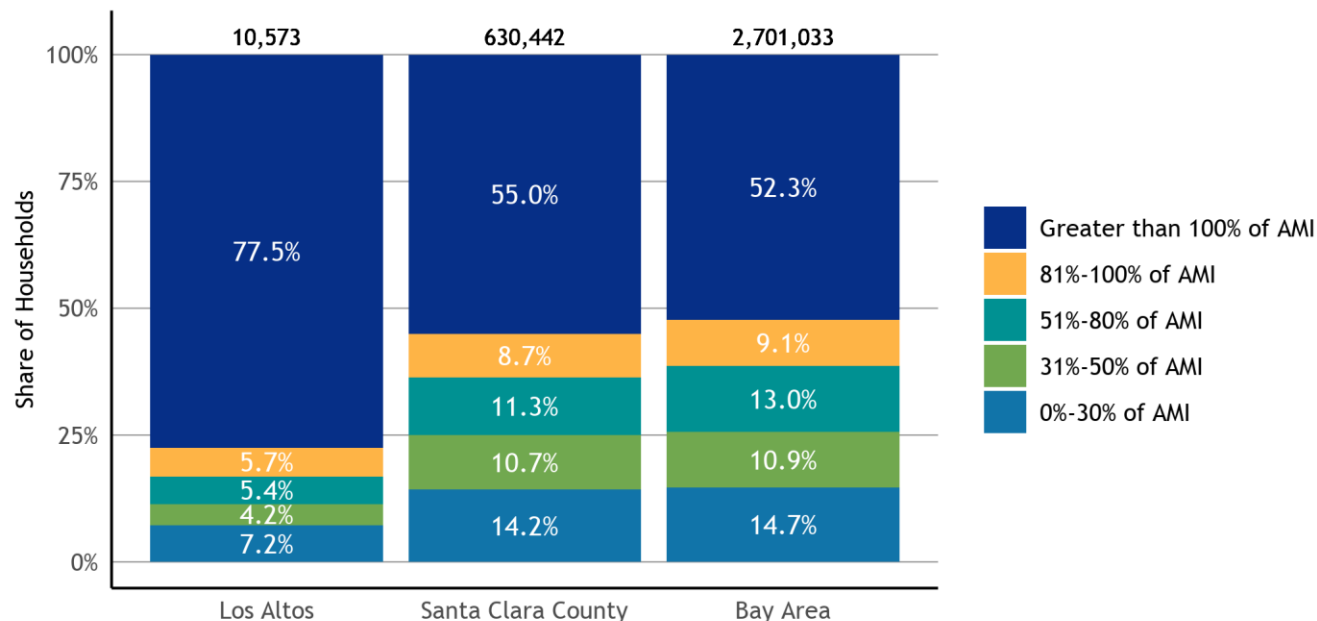


Figure 11: Households by Household Income Level

Universe: Occupied housing units

Notes: Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located. The data that is reported for the Bay Area is not based on a regional AMI but instead refers to the regional total of households in an income group relative to the AMI for the county where that household is located. Local jurisdictions are required to provide an estimate for their projected extremely low-income households (0-30% AMI) in their Housing Elements. HCD's official Housing Element guidance notes that jurisdictions can use their RHNA for very low-income households (those making 0-50% AMI) to calculate their projected extremely low-income households. As Bay Area jurisdictions have not yet received their final RHNA numbers, this document does not contain the required data point of projected extremely low-income households. The report portion of the housing data needs packet contains more specific guidance for how local staff can calculate an estimate for projected extremely low-income households once jurisdictions receive their 6th cycle RHNA numbers.

Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release

For the data table behind this figure, please refer to the Data Packet Workbook, Table ELI-01.

Throughout the region, there are disparities between the incomes of homeowners and renters. Typically, the number of low-income renters greatly outpaces the amount of housing available that is affordable for these households.

In Los Altos, the largest proportion of renters falls in the *Greater than 100% of AMI* income group, while the largest proportion of homeowners are found in the *Greater than 100% of AMI* group (see Figure 12).

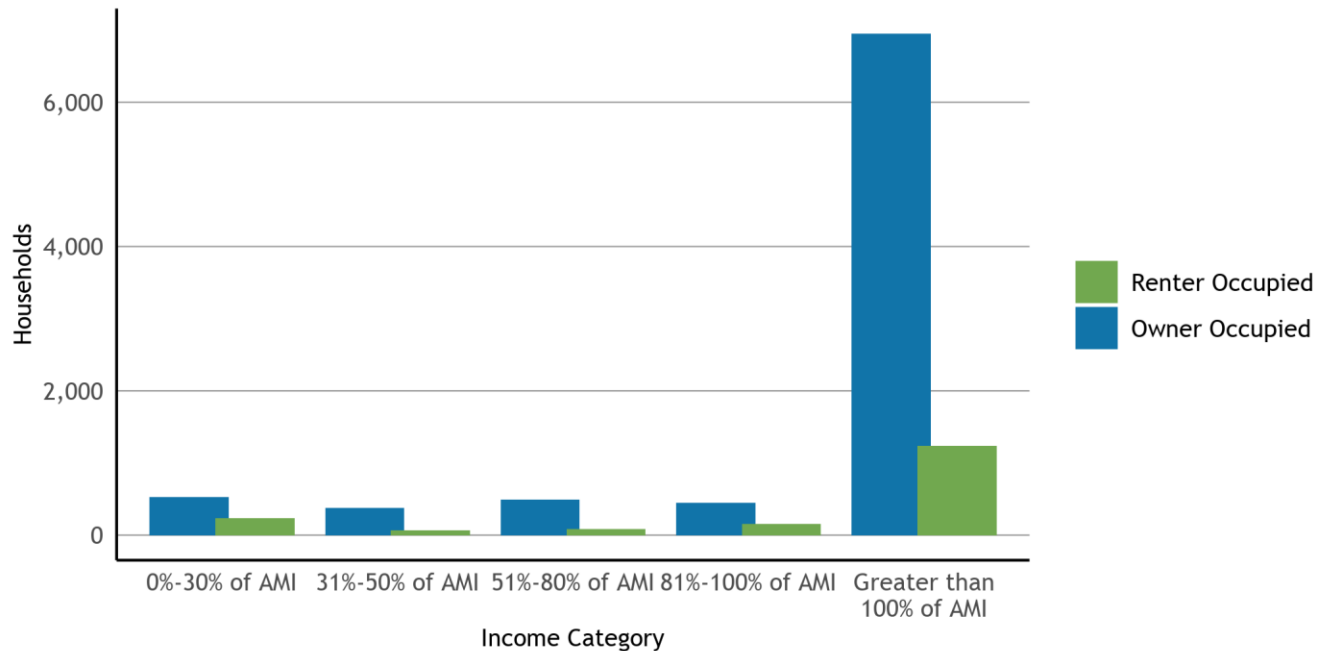


Figure 12: Household Income Level by Tenure

Universe: Occupied housing units

Notes: Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located.

Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release

For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-21.

Currently, people of color are more likely to experience poverty and financial instability as a result of federal and local housing policies that have historically excluded them from the same opportunities extended to white residents.¹⁴ These economic disparities also leave communities of color at higher risk for housing insecurity, displacement or homelessness. In Los Altos, Other Race or Multiple Races (Hispanic and Non-Hispanic) residents experience the highest rates of poverty, followed by American Indian or Alaska Native (Hispanic and Non-Hispanic) residents (see Figure 13).

¹⁴ Moore, E., Montojo, N. and Mauri, N., 2019. *Roots, Race & Place: A History of Racially Exclusionary Housing the San Francisco Bay Area.* Hass Institute.

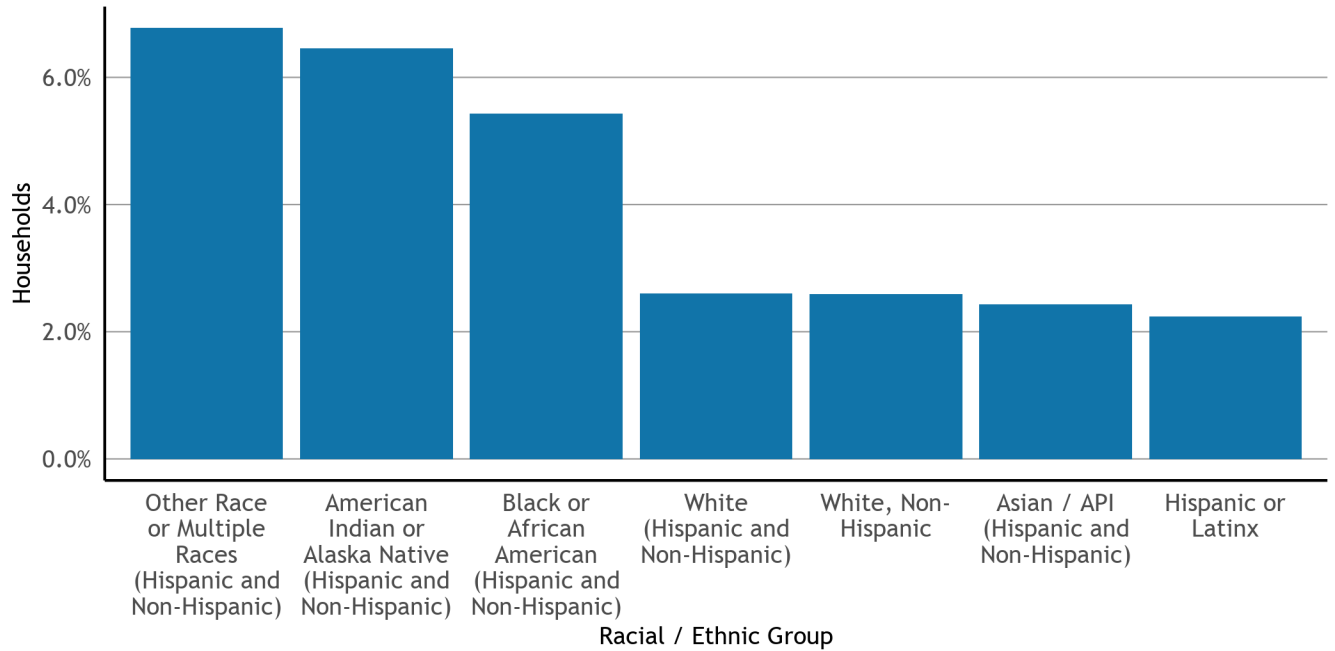


Figure 13: Poverty Status by Race

Universe: Population for whom poverty status is determined

Notes: The Census Bureau uses a federally defined poverty threshold that remains constant throughout the country and does not correspond to Area Median Income. For this table, the Census Bureau does not disaggregate racial groups by Hispanic/Latinx ethnicity. However, data for the white racial group is also reported for white householders who are not Hispanic/Latinx. Since residents who identify as white and Hispanic/Latinx may have very different experiences within the housing market and the economy from those who identify as white and non-Hispanic/Latinx, data for multiple white sub-groups are reported here. The racial/ethnic groups reported in this table are not all mutually exclusive. Therefore, the data should not be summed as the sum exceeds the population for whom poverty status is determined for this jurisdiction. However, all groups labelled “Hispanic and Non-Hispanic” are mutually exclusive, and the sum of the data for these groups is equivalent to the population for whom poverty status is determined.

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B17001(A-I)

For the data table behind this figure, please refer to the Data Packet Workbook, Table ELI-03.

4.6 Tenure

The number of residents who own their homes compared to those who rent their homes can help identify the level of housing insecurity - ability for individuals to stay in their homes - in a city and region. Generally, renters may be displaced more quickly if prices increase. In Los Altos there are a total of 10,652 housing units, and fewer residents rent than own their homes: 19.0% versus 81.0% (see Figure 14). By comparison, 43.6% of households in Santa Clara County are renters, while 44% of Bay Area households rent their homes.

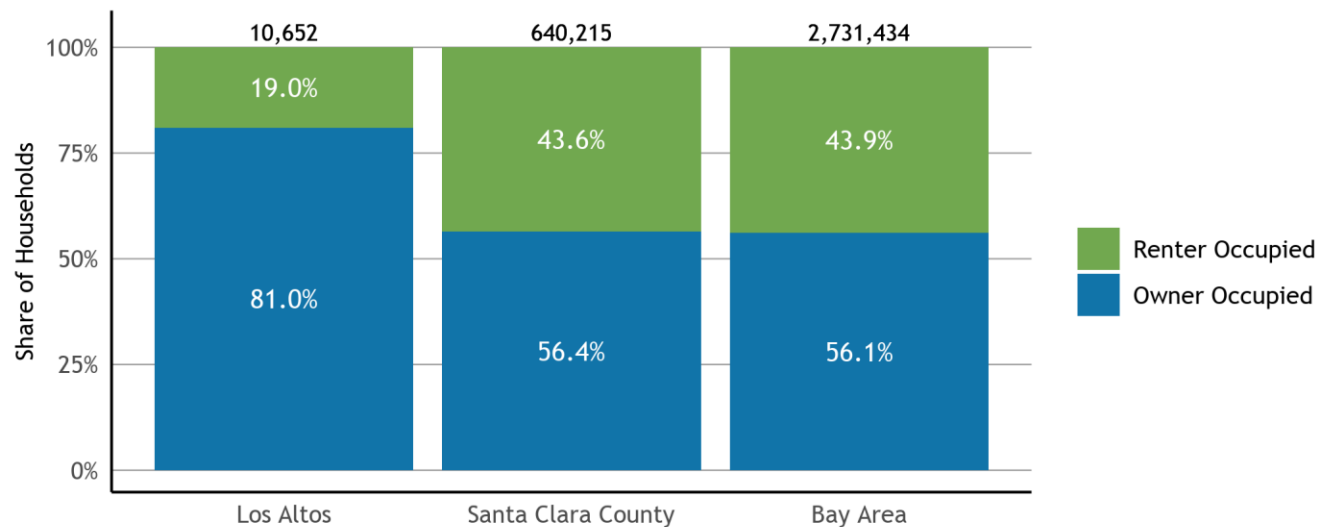


Figure 14: Housing Tenure

Universe: Occupied housing units

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25003

For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-16.

Homeownership rates often vary considerably across race/ethnicity in the Bay Area and throughout the country. These disparities not only reflect differences in income and wealth but also stem from federal, state, and local policies that limited access to homeownership for communities of color while facilitating homebuying for white residents. While many of these policies, such as redlining, have been formally disbanded, the impacts of race-based policy are still evident across Bay Area communities.¹⁵ In Los Altos, 22.5% of Black households owned their homes, while homeownership rates were 84.1% for Asian households, 55.4% for Latinx households, and 80.8% for White households. Notably, recent changes to state law require local jurisdictions to examine these dynamics and other fair housing issues when updating their Housing Elements.

¹⁵ See, for example, Rothstein, R. (2017). *The color of law : a forgotten history of how our government segregated America*. New York, NY & London, UK: Liveright Publishing.

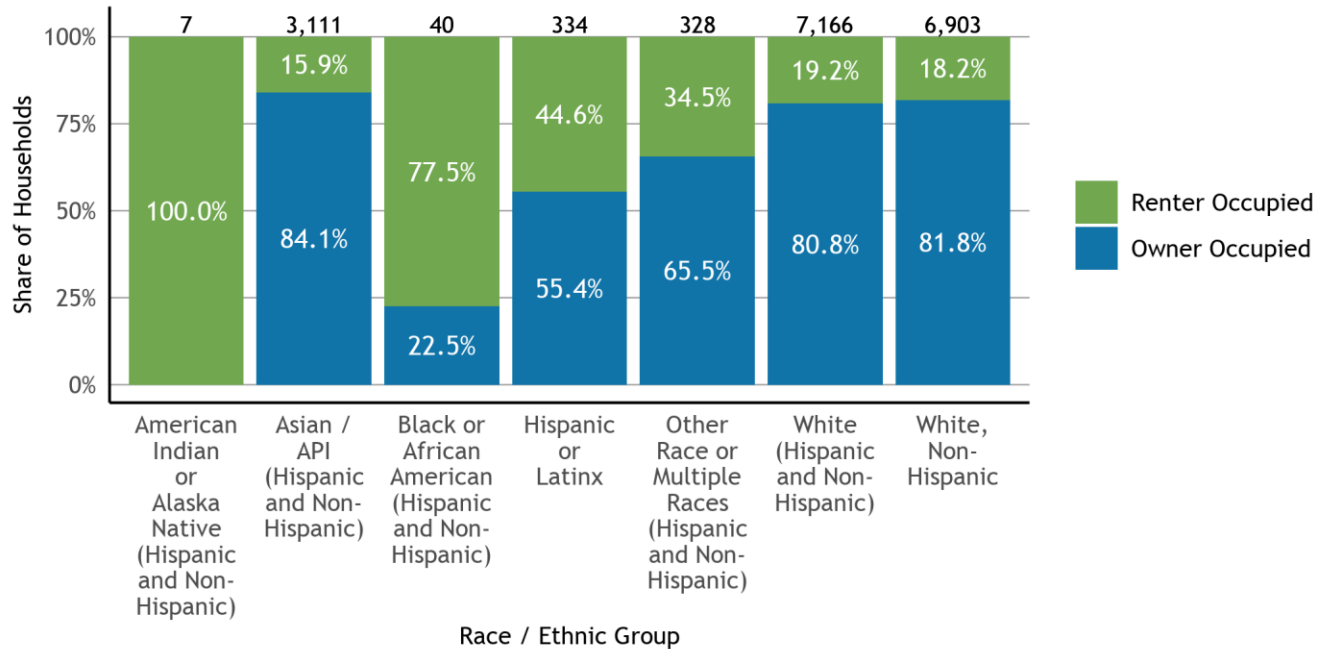


Figure 15: Housing Tenure by Race of Householder

Universe: Occupied housing units

Notes: For this table, the Census Bureau does not disaggregate racial groups by Hispanic/Latinx ethnicity. However, data for the white racial group is also reported for white householders who are not Hispanic/Latinx. Since residents who identify as white and Hispanic/Latinx may have very different experiences within the housing market and the economy from those who identify as white and non-Hispanic/Latinx, data for multiple white sub-groups are reported here. The racial/ethnic groups reported in this table are not all mutually exclusive. Therefore, the data should not be summed as the sum exceeds the total number of occupied housing units for this jurisdiction. However, all groups labelled “Hispanic and Non-Hispanic” are mutually exclusive, and the sum of the data for these groups is equivalent to the total number of occupied housing units.

*Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25003(A-I)
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-20.*

The age of residents who rent or own their home can also signal the housing challenges a community is experiencing. Younger households tend to rent and may struggle to buy a first home in the Bay Area due to high housing costs. At the same time, senior homeowners seeking to downsize may have limited options in an expensive housing market.

In Los Altos, 45.4% of householders between the ages of 25 and 44 are renters, while 10.6% of householders over 65 are (see Figure 16).

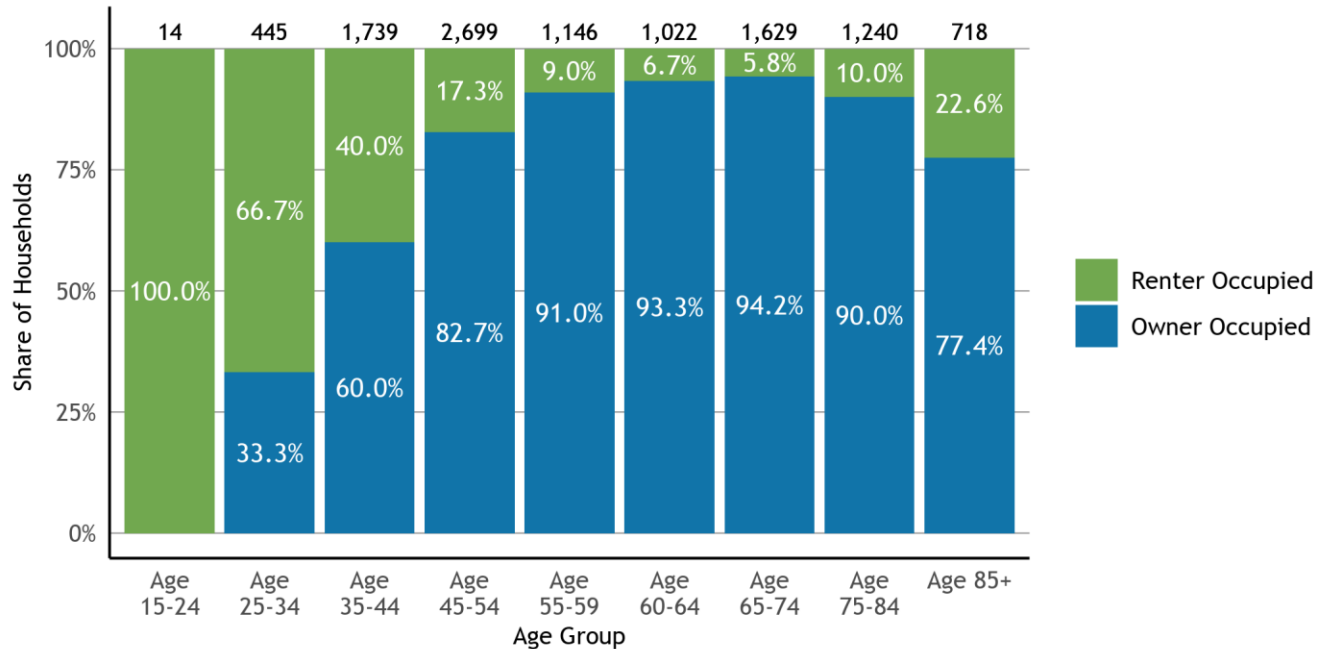


Figure 16: Housing Tenure by Age

Universe: Occupied housing units

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25007

For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-18.

In many cities, homeownership rates for households in single-family homes are substantially higher than the rates for households in multi-family housing. In Los Altos, 91.3% of households in detached single-family homes are homeowners, while 23.8% of households in multi-family housing are homeowners (see Figure 17).

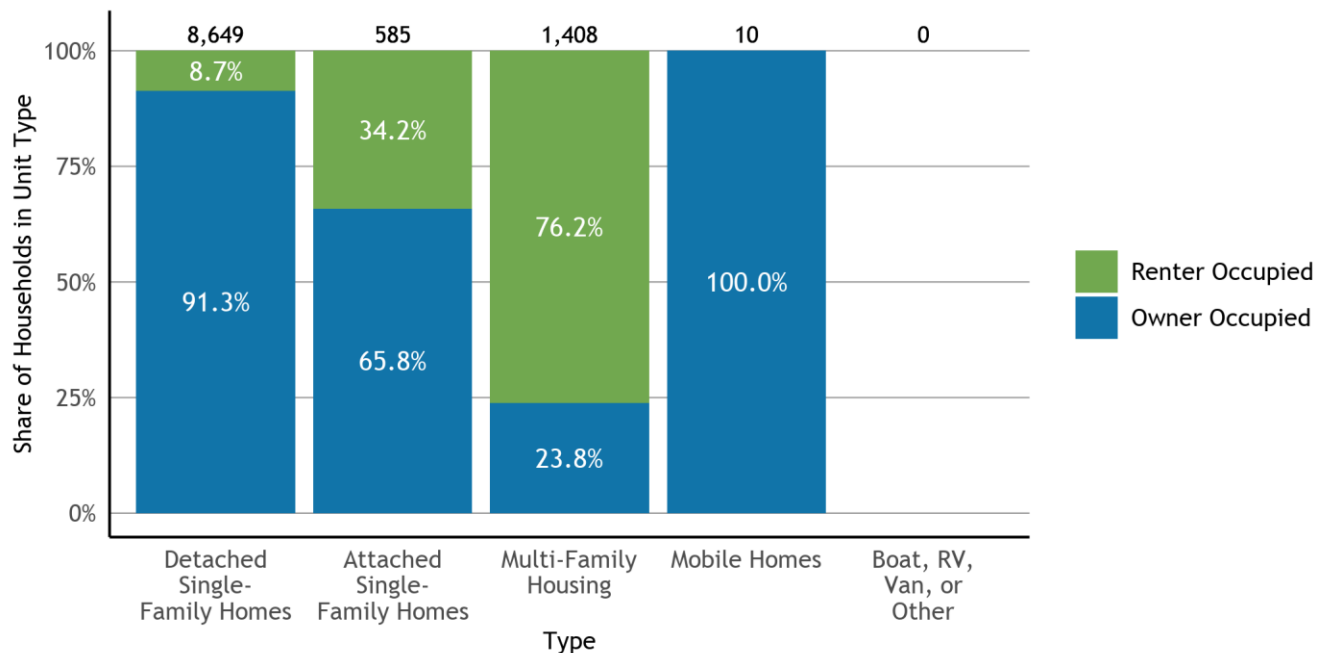


Figure 17: Housing Tenure by Housing Type

Universe: Occupied housing units

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25032

For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-22.

4.7 Displacement

Because of increasing housing prices, displacement is a major concern in the Bay Area. Displacement has the most severe impacts on low- and moderate-income residents. When individuals or families are forced to leave their homes and communities, they also lose their support network.

The University of California, Berkeley has mapped all neighborhoods in the Bay area, identifying their risk for gentrification. They find that in Los Altos, 0.0% of households live in neighborhoods that are susceptible to or experiencing displacement and 0.0% live in neighborhoods at risk of or undergoing gentrification.

Equally important, some neighborhoods in the Bay Area do not have housing appropriate for a broad section of the workforce. UC Berkeley estimates that 99.9% of households in Los Altos live in neighborhoods where low-income households are likely to be excluded due to prohibitive housing costs.¹⁶

¹⁶ More information about this gentrification and displacement data is available at the Urban Displacement Project's webpage: <https://www.urbandisplacement.org/>. Specifically, one can learn more about the different gentrification/displacement typologies shown in Figure 18 at this link: https://www.urbandisplacement.org/sites/default/files/typology_sheet_2018_0.png. Additionally, one can view maps that show which typologies correspond to which parts of a jurisdiction here: <https://www.urbandisplacement.org/san-francisco/sf-bay-area-gentrification-and-displacement>



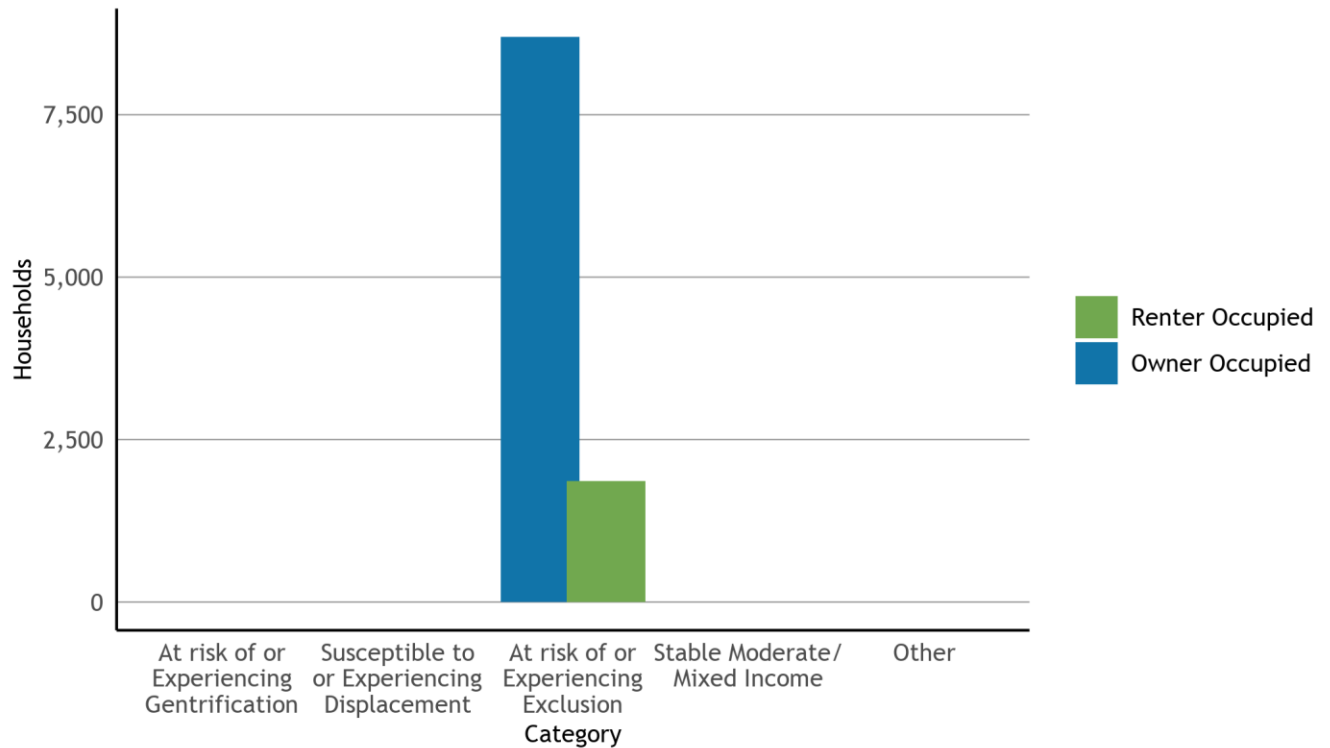


Figure 18: Households by Displacement Risk and Tenure

Universe: Households

Notes: Displacement data is available at the census tract level. Staff aggregated tracts up to jurisdiction level using census 2010 population weights, assigning a tract to jurisdiction in proportion to block level population weights. Total household count may differ slightly from counts in other tables sourced from jurisdiction level sources. Categories are combined as follows for simplicity: At risk of or Experiencing Exclusion: At Risk of Becoming Exclusive; Becoming Exclusive; Stable/Advanced Exclusive At risk of or Experiencing Gentrification: At Risk of Gentrification; Early/Ongoing Gentrification; Advanced Gentrification Stable Moderate/Mixed Income: Stable Moderate/Mixed Income Susceptible to or Experiencing Displacement: Low-Income/Susceptible to Displacement; Ongoing Displacement Other: High Student Population; Unavailable or Unreliable Data Source: Urban Displacement Project for classification, American Community Survey 5-Year Data (2015-2019), Table B25003 for tenure.

For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-25.

5 HOUSING STOCK CHARACTERISTICS

5.1 Housing Types, Year Built, Vacancy, and Permits

In recent years, most housing produced in the region and across the state consisted of single-family homes and larger multi-unit buildings. However, some households are increasingly interested in “missing middle housing” - including duplexes, triplexes, townhomes, cottage clusters and accessory dwelling units (ADUs). These housing types may open up more options across incomes and tenure, from young households seeking homeownership options to seniors looking to downsize and age-in-place.

The housing stock of Los Altos in 2020 was made up of 81.0% single family detached homes, 4.8% single family attached homes, 2.2% multifamily homes with 2 to 4 units, 12.1% multifamily homes with 5 or more units, and 0.0% mobile homes (see Figure 19). In Los Altos, the housing type that experienced the most growth between 2010 and 2020 was *Multifamily Housing: Five-plus Units*.

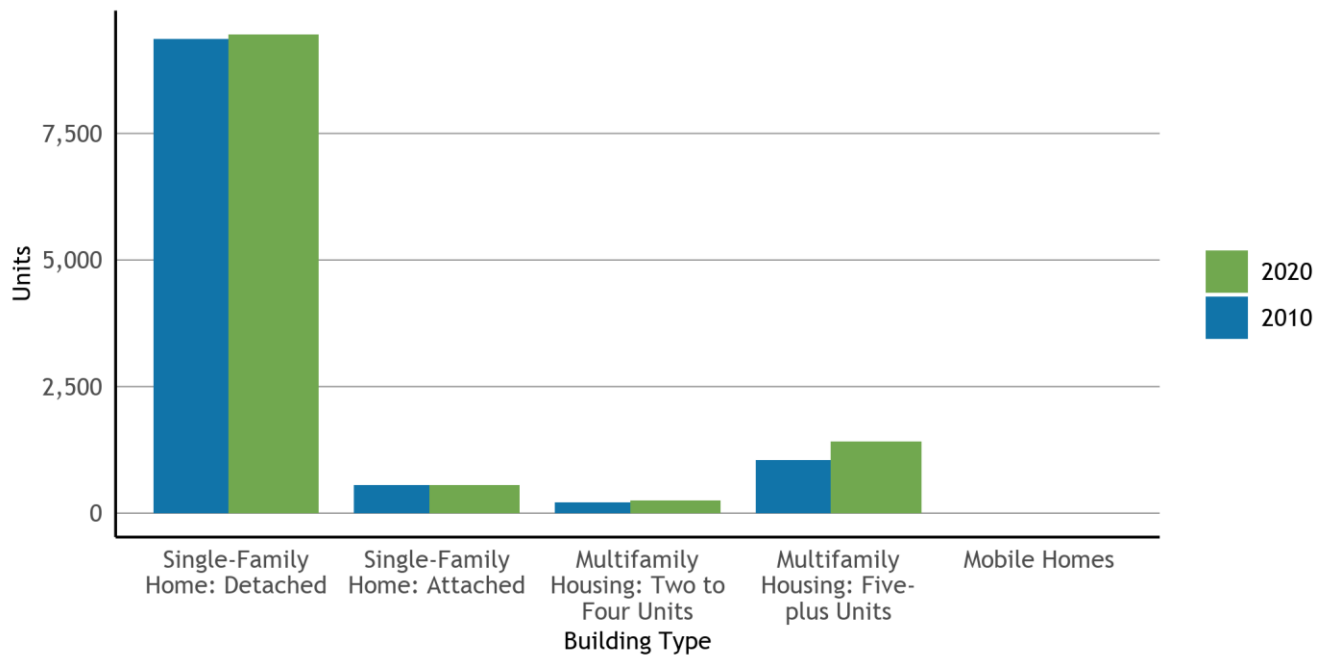


Figure 19: Housing Type Trends

Universe: Housing units

Source: California Department of Finance, E-5 series

For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-01.

Production has not kept up with housing demand for several decades in the Bay Area, as the total number of units built and available has not yet come close to meeting the population and job growth experienced throughout the region. In Los Altos, the largest proportion of the housing stock was built 1940 to 1959, with 4,732 units constructed during this period (see Figure 20). Since 2010, 5.6% of the current housing stock was built, which is 624 units.

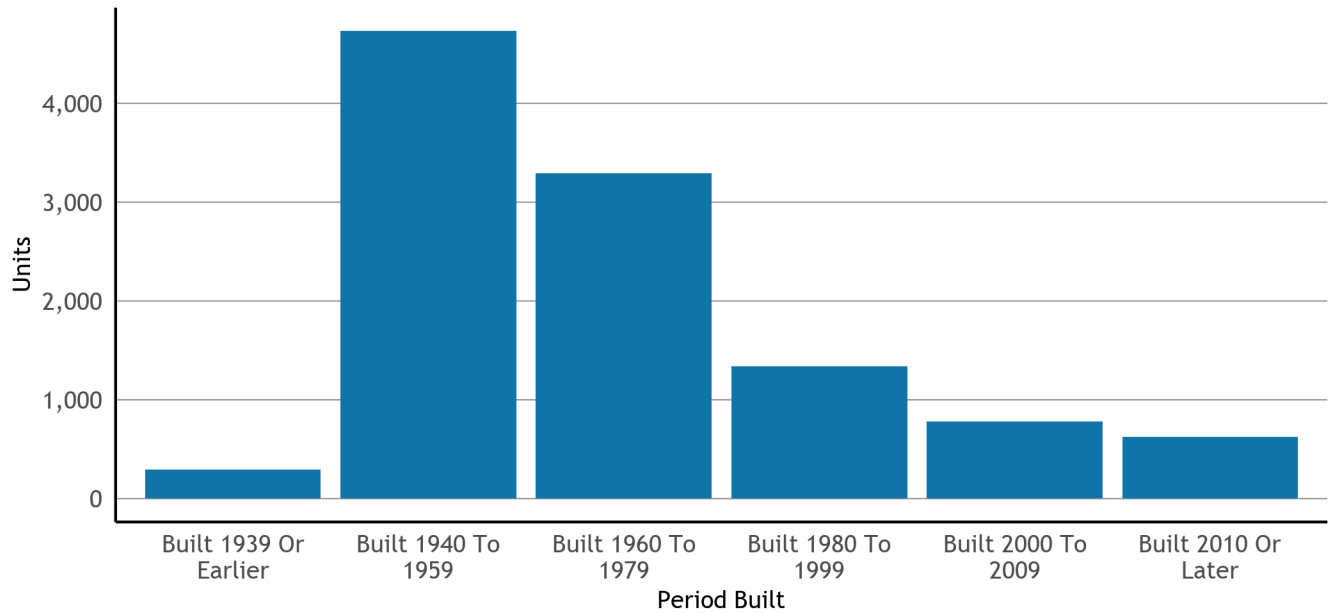


Figure 20: Housing Units by Year Structure Built

Universe: Housing units

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25034

For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-04.

Vacant units make up 3.7% of the overall housing stock in Los Altos. The rental vacancy stands at 3.1%, while the ownership vacancy rate is 1.0%. Of the vacant units, the most common type of vacancy is *Other Vacant* (see Figure 21).¹⁷

Throughout the Bay Area, vacancies make up 2.6% of the total housing units, with homes listed for rent; units used for *recreational or occasional use*, and units not otherwise classified (*other vacant*) making up the majority of vacancies. The Census Bureau classifies a unit as vacant if no one is occupying it when census interviewers are conducting the American Community Survey or Decennial Census. Vacant units classified as “for recreational or occasional use” are those that are held for short-term periods of use throughout the year. Accordingly, vacation rentals and short-term rentals like AirBnB are likely to fall in this category. The Census Bureau classifies units as “other vacant” if they are vacant due to foreclosure, personal/family reasons, legal proceedings, repairs/renovations, abandonment, preparation for being rented or sold, or vacant for an extended absence for reasons such as a work assignment, military duty, or incarceration.¹⁸ In a region with a thriving economy and housing market like the Bay Area, units being renovated/repared and prepared for rental or sale are likely to represent a large portion of the “other vacant” category. Additionally, the need for seismic retrofitting

¹⁷ The vacancy rates by tenure is for a smaller universe than the total vacancy rate first reported, which in principle includes the full stock (3.7%). The vacancy by tenure counts are rates relative to the rental stock (occupied and vacant) and ownership stock (occupied and vacant) - but exclude a significant number of vacancy categories, including the numerically significant *other vacant*.

¹⁸ For more information, see pages 3 through 6 of this list of definitions prepared by the Census Bureau: <https://www.census.gov/housing/hvs/definitions.pdf>.

in older housing stock could also influence the proportion of “other vacant” units in some jurisdictions.¹⁹

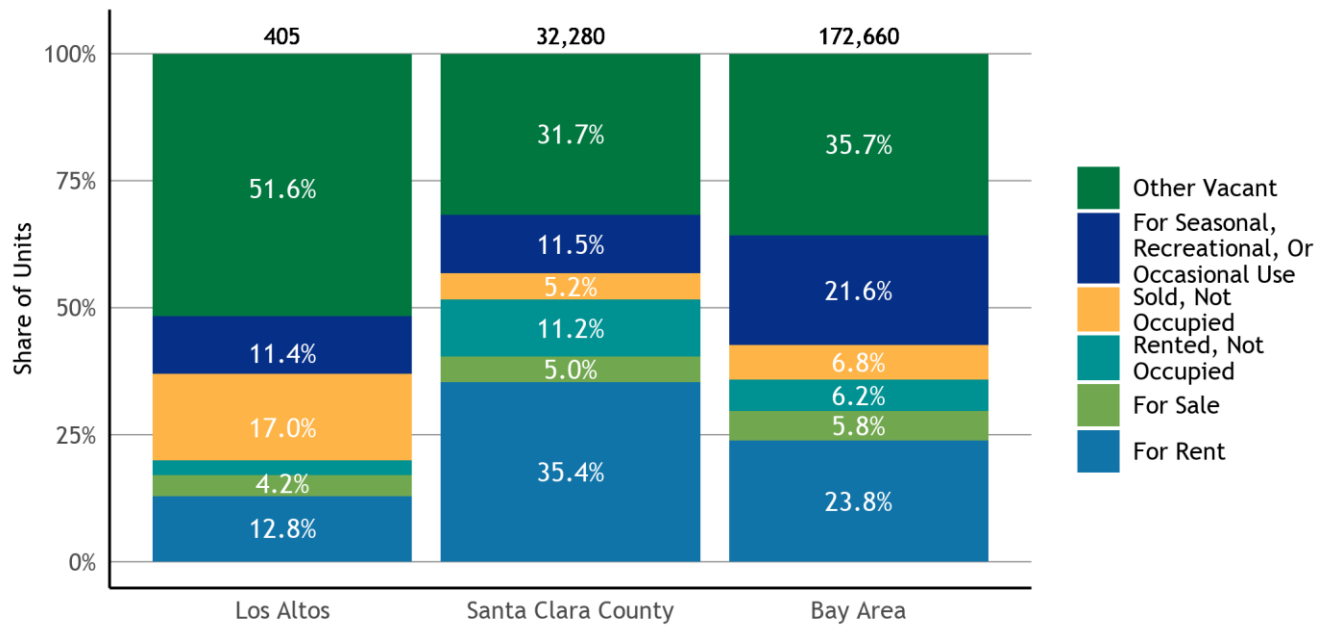


Figure 21: Vacant Units by Type

Universe: Vacant housing units
 Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25004
 For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-03.

Between 2015 and 2019, 567 housing units were issued permits in Los Altos. 94.4% of permits issued in Los Altos were for above moderate-income housing, 0.4% were for moderate-income housing, and 5.3% were for low- or very low-income housing (see Table 3).

Table 3: Housing Permitting

| Income Group | value |
|-------------------------------|-------|
| Above Moderate Income Permits | 535 |
| Low Income Permits | 28 |
| Moderate Income Permits | 2 |
| Very Low Income Permits | 2 |

Universe: Housing permits issued between 2015 and 2019
 Notes: HCD uses the following definitions for the four income categories: Very Low Income: units affordable to households making less than 50% of the Area Median Income for the county in which the jurisdiction is located. Low Income: units affordable to households making between 50% and 80% of the Area Median Income for the county in which the jurisdiction is located. Moderate Income: units affordable to households making between 80% and 120% of the Area Median Income for the

¹⁹ See Dow, P. (2018). Unpacking the Growth in San Francisco’s Vacant Housing Stock: Client Report for the San Francisco Planning Department. University of California, Berkeley.

county in which the jurisdiction is located. Above Moderate Income: units affordable to households making above 120% of the Area Median Income for the county in which the jurisdiction is located.
 Source: California Department of Housing and Community Development (HCD), 5th Cycle Annual Progress Report Permit Summary (2020)
 This table is included in the Data Packet Workbook as Table HSG-11.

5.2 Assisted Housing Developments At-Risk of Conversion

While there is an immense need to produce new affordable housing units, ensuring that the existing affordable housing stock remains affordable is equally important. Additionally, it is typically faster and less expensive to preserve currently affordable units that are at risk of converting to market-rate than it is to build new affordable housing.

The data in the table below comes from the California Housing Partnership’s Preservation Database, the state’s most comprehensive source of information on subsidized affordable housing at risk of losing its affordable status and converting to market-rate housing. However, this database does not include all deed-restricted affordable units in the state, so there may be at-risk assisted units in a jurisdiction that are not captured in this data table. There are 0 assisted units in Los Altos in the Preservation Database. Of these units, 0.0% are at *High Risk* or *Very High Risk* of conversion.²⁰

Note on At-Risk Assisted Housing Developments

HCD requires that Housing Elements list the assisted housing developments at risk of converting to market-rate uses. For more information on the specific properties that are at Moderate Risk, High Risk, or Very High Risk of conversion, local jurisdiction staff should contact Danielle Mazzella, Preservation & Data Manager at the California Housing Partnership, at dmazzella@chpc.net.

Table 4: Assisted Units at Risk of Conversion

| Income | Los Altos | Santa Clara County | Bay Area |
|----------------------------------|-----------|--------------------|----------|
| Low | 0 | 28001 | 110177 |
| Moderate | 0 | 1471 | 3375 |
| High | 0 | 422 | 1854 |
| Very High | 0 | 270 | 1053 |
| Total Assisted Units in Database | 0 | 30164 | 116459 |

Universe: HUD, Low-Income Housing Tax Credit (LIHTC), USDA, and CalHFA projects. Subsidized or assisted developments that do not have one of the aforementioned financing sources may not be included.

²⁰ California Housing Partnership uses the following categories for assisted housing developments in its database: Very-High Risk: affordable homes that are at-risk of converting to market rate within the next year that do not have a known overlapping subsidy that would extend affordability and are not owned by a large/stable non-profit, mission-driven developer.

High Risk: affordable homes that are at-risk of converting to market rate in the next 1-5 years that do not have a known overlapping subsidy that would extend affordability and are not owned by a large/stable non-profit, mission-driven developer.

Moderate Risk: affordable homes that are at-risk of converting to market rate in the next 5-10 years that do not have a known overlapping subsidy that would extend affordability and are not owned by a large/stable non-profit, mission-driven developer.

Low Risk: affordable homes that are at-risk of converting to market rate in 10+ years and/or are owned by a large/stable non-profit, mission-driven developer.

Notes: While California Housing Partnership's Preservation Database is the state's most comprehensive source of information on subsidized affordable housing at risk of losing its affordable status and converting to market-rate housing, this database does not include all deed-restricted affordable units in the state. Consequently, there may be at-risk assisted units in a jurisdiction that are not captured in this data table. Per HCD guidance, local jurisdictions must also list the specific affordable housing developments at-risk of converting to market rate uses. This document provides aggregate numbers of at-risk units for each jurisdiction, but local planning staff should contact Danielle Mazzella with the California Housing Partnership at dmazzella@chpc.net to obtain a list of affordable properties that fall under this designation. California Housing Partnership uses the following categories for assisted housing developments in its database: Very-High Risk: affordable homes that are at-risk of converting to market rate within the next year that do not have a known overlapping subsidy that would extend affordability and are not owned by a large/stable non-profit, mission-driven developer. High Risk: affordable homes that are at-risk of converting to market rate in the next 1-5 years that do not have a known overlapping subsidy that would extend affordability and are not owned by a large/stable non-profit, mission-driven developer. Moderate Risk: affordable homes that are at-risk of converting to market rate in the next 5-10 years that do not have a known overlapping subsidy that would extend affordability and are not owned by a large/stable non-profit, mission-driven developer. Low Risk: affordable homes that are at-risk of converting to market rate in 10+ years and/or are owned by a large/stable non-profit, mission-driven developer. Source: California Housing Partnership, Preservation Database (2020)
This table is included in the Data Packet Workbook as Table RISK-01.

5.3 Substandard Housing

Housing costs in the region are among the highest in the country, which could result in households, particularly renters, needing to live in substandard conditions in order to afford housing. Generally, there is limited data on the extent of substandard housing issues in a community. However, the Census Bureau data included in the graph below gives a sense of some of the substandard conditions that may be present in Los Altos. For example, 4.2% of renters in Los Altos reported lacking a kitchen and 0.4% of renters lack plumbing, compared to 0.0% of owners who lack a kitchen and 0.1% of owners who lack plumbing.

Note on Substandard Housing

HCD requires Housing Elements to estimate the number of units in need of rehabilitation and replacement. As a data source for housing units in need of rehabilitation and replacement is not available for all jurisdictions in the region, ABAG was not able to provide this required data point in this document. To produce an estimate of housing needs in need of rehabilitation and replacement, staff can supplement the data below on substandard housing issues with additional local information from code enforcement, recent windshield surveys of properties, building department data, knowledgeable builders/developers in the community, or nonprofit housing developers or organizations. For more information, visit HCD's Building Blocks page on Housing Stock Characteristics.



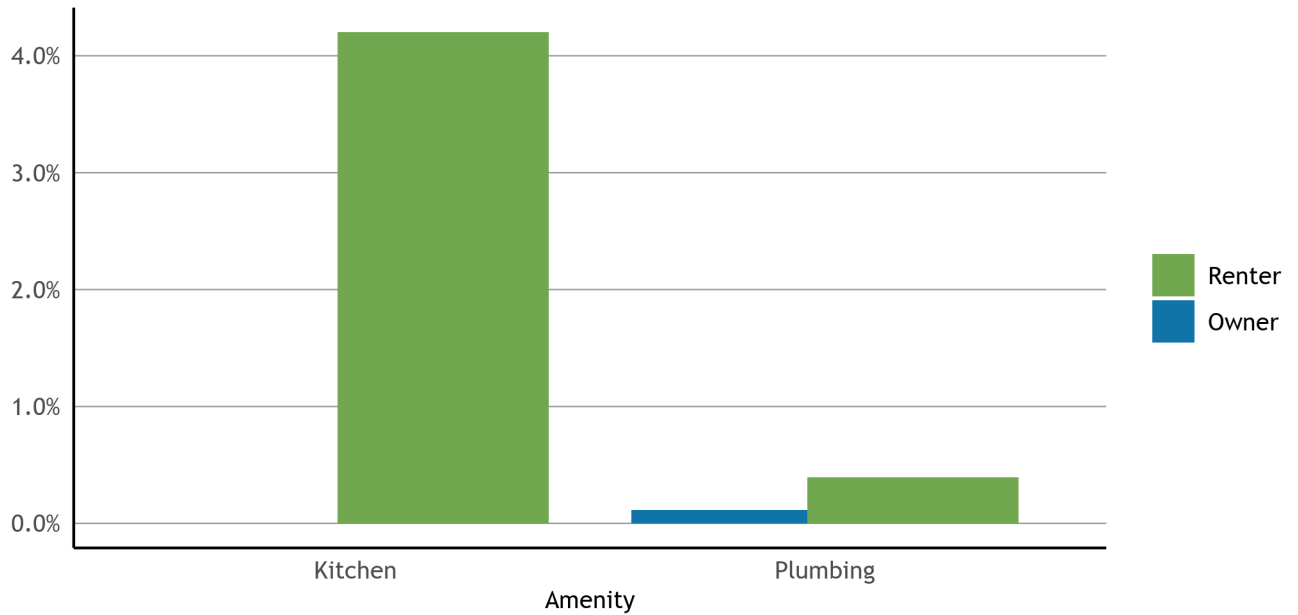


Figure 22: Substandard Housing Issues

Universe: Occupied housing units

Notes: Per HCD guidance, this data should be supplemented by local estimates of units needing to be rehabilitated or replaced based on recent windshield surveys, local building department data, knowledgeable builders/developers in the community, or nonprofit housing developers or organizations.

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25053, Table B25043, Table B25049 For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-06.

5.4 Home and Rent Values

Home prices reflect a complex mix of supply and demand factors, including an area’s demographic profile, labor market, prevailing wages and job outlook, coupled with land and construction costs. In the Bay Area, the costs of housing have long been among the highest in the nation. The typical home value in Los Altos was estimated at \$3,358,590 by December of 2020, per data from Zillow. The largest proportion of homes were valued between \$2M+ (see Figure 23). By comparison, the typical home value is \$1,290,970 in Santa Clara County and \$1,077,230 the Bay Area, with the largest share of units valued \$1m-\$1.5m (county) and \$500k-\$750k (region).

The region’s home values have increased steadily since 2000, besides a decrease during the Great Recession. The rise in home prices has been especially steep since 2012, with the median home value in the Bay Area nearly doubling during this time. Since 2001, the typical home value has increased 159.0% in Los Altos from \$1,296,780 to \$3,358,590. This change is below the change in Santa Clara County, and above the change for the region (see Figure 24).

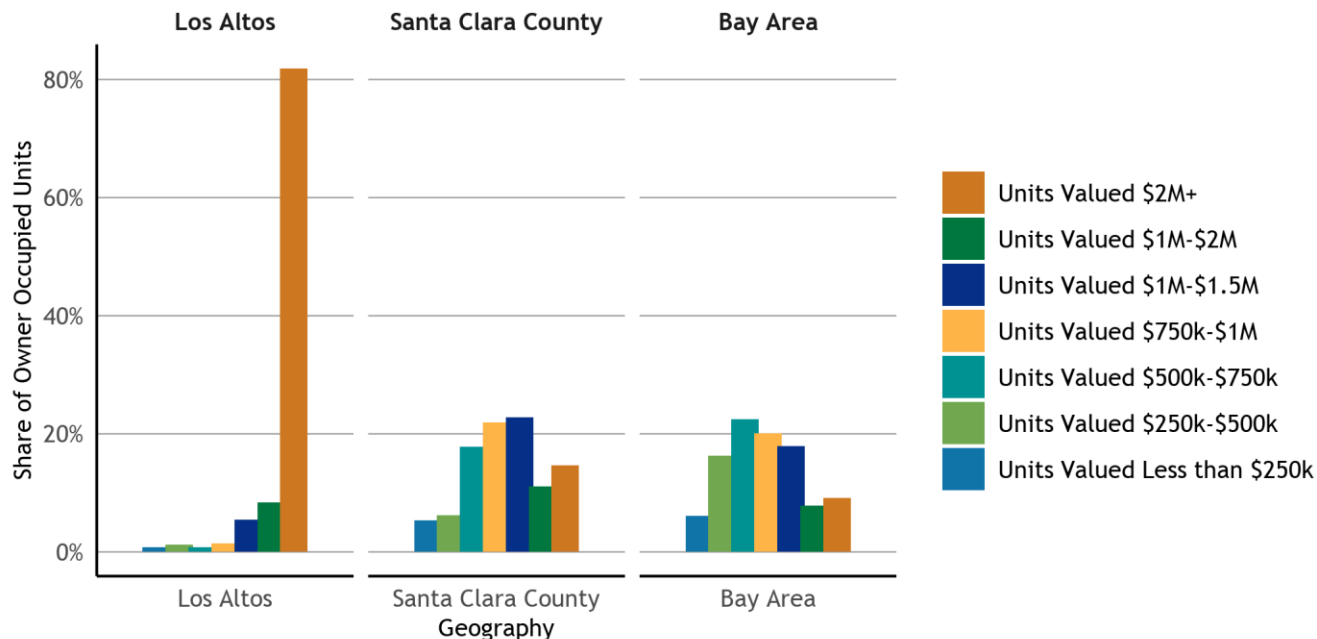


Figure 23: Home Values of Owner-Occupied Units

Universe: Owner-occupied units

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25075

For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-07.

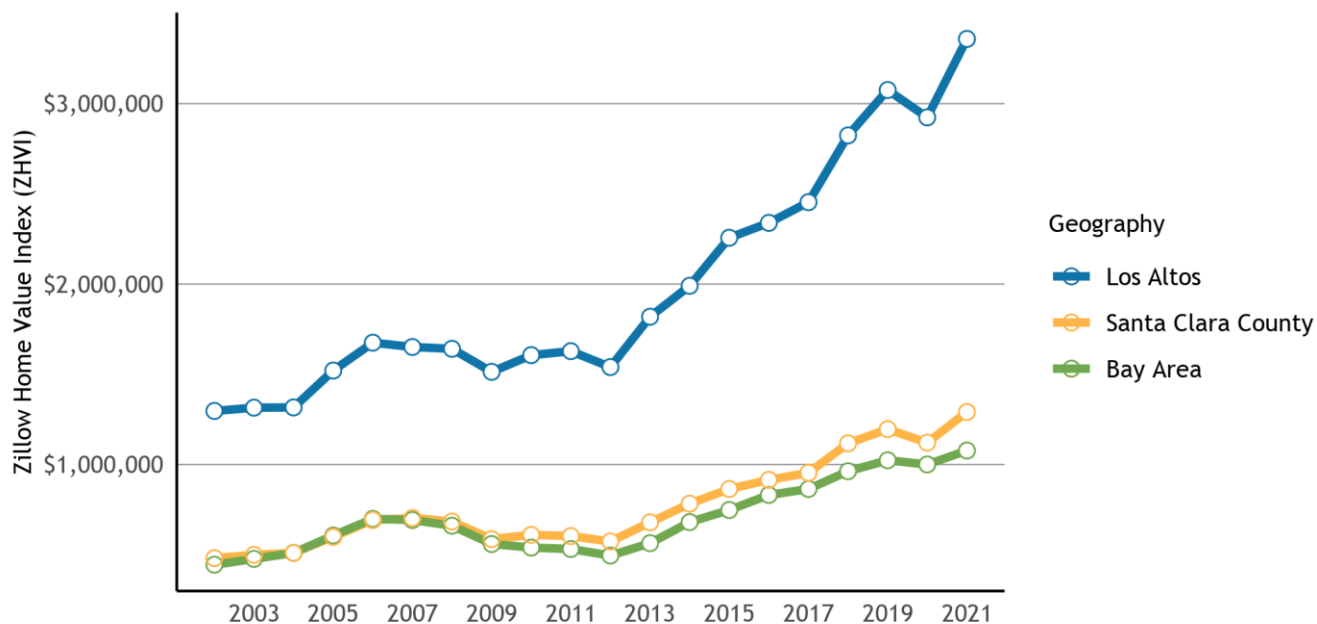


Figure 24: Zillow Home Value Index (ZHVI)

Universe: Owner-occupied housing units

Notes: Zillow describes the ZHVI as a smoothed, seasonally adjusted measure of the typical home value and market changes across a given region and housing type. The ZHVI reflects the typical value for homes in the 35th to 65th percentile range. The



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ZHVI includes all owner-occupied housing units, including both single-family homes and condominiums. More information on the ZHVI is available from Zillow. The regional estimate is a household-weighted average of county-level ZHVI files, where household counts are yearly estimates from DOF's E-5 series. For unincorporated areas, the value is a population weighted average of unincorporated communities in the county matched to census-designated population counts.

Source: Zillow, Zillow Home Value Index (ZHVI)

For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-08.

Similar to home values, rents have also increased dramatically across the Bay Area in recent years. Many renters have been priced out, evicted or displaced, particularly communities of color. Residents finding themselves in one of these situations may have had to choose between commuting long distances to their jobs and schools or moving out of the region, and sometimes, out of the state.

In Los Altos, the largest proportion of rental units rented in the *Rent \$3000 or more* category, totaling 55.7%, followed by 12.0% of units renting in the *Rent \$2500-\$3000* category (see Figure 25). Looking beyond the city, the largest share of units is in the *\$2000-\$2500* category (county) compared to the *\$1500-\$2000* category for the region as a whole.

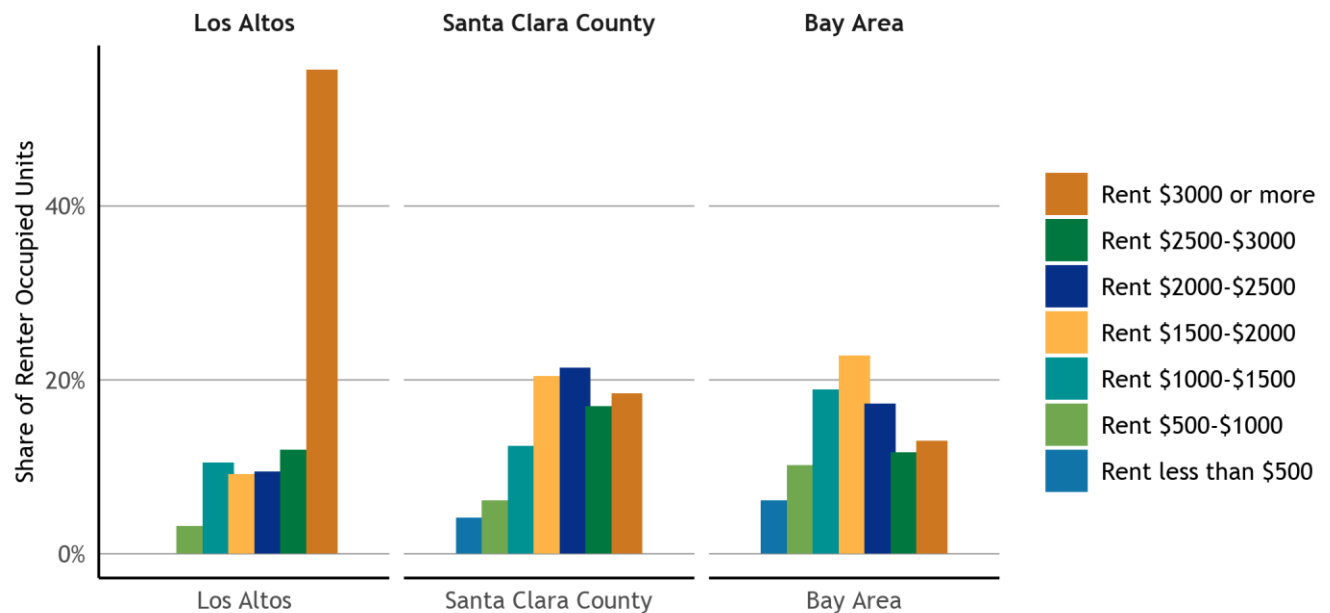


Figure 25: Contract Rents for Renter-Occupied Units

Universe: Renter-occupied housing units paying cash rent

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25056

For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-09.

Since 2009, the median rent has increased by 56.7% in Los Altos, from \$1,990 to \$3,100 per month (see Figure 26). In Santa Clara County, the median rent has increased 39.4%, from \$1,540 to \$2,150. The median rent in the region has increased significantly during this time from \$1,200 to \$1,850, a 54% increase.²¹

²¹ While the data on home values shown in Figure 24 comes from Zillow, Zillow does not have data on rent prices available for most Bay Area jurisdictions. To have a more comprehensive dataset on rental data for the region, the

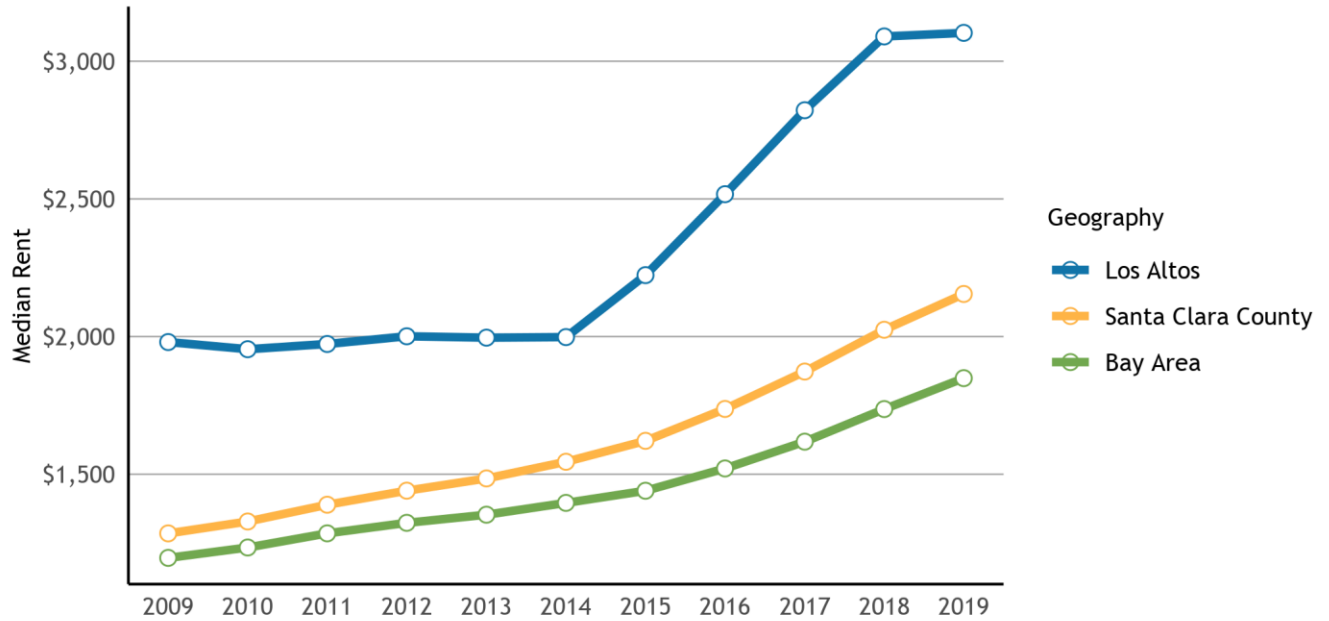


Figure 26: Median Contract Rent

Universe: Renter-occupied housing units paying cash rent

Notes: For unincorporated areas, median is calculated using distribution in B25056.

Source: U.S. Census Bureau, American Community Survey 5-Year Data releases, starting with 2005-2009 through 2015-2019, B25058, B25056 (for unincorporated areas). County and regional counts are weighted averages of jurisdiction median using B25003 rental unit counts from the relevant year.

For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-10.

5.5 Overpayment and Overcrowding

A household is considered “cost-burdened” if it spends more than 30% of its monthly income on housing costs, while those who spend more than 50% of their income on housing costs are considered “severely cost-burdened.” Low-income residents are the most impacted by high housing costs and experience the highest rates of cost burden. Spending such large portions of their income on housing puts low-income households at higher risk of displacement, eviction, or homelessness.

rent data in this document comes from the U.S. Census Bureau’s American Community Survey, which may not fully reflect current rents. Local jurisdiction staff may want to supplement the data on rents with local realtor data or other sources for rent data that are more current than Census Bureau data.

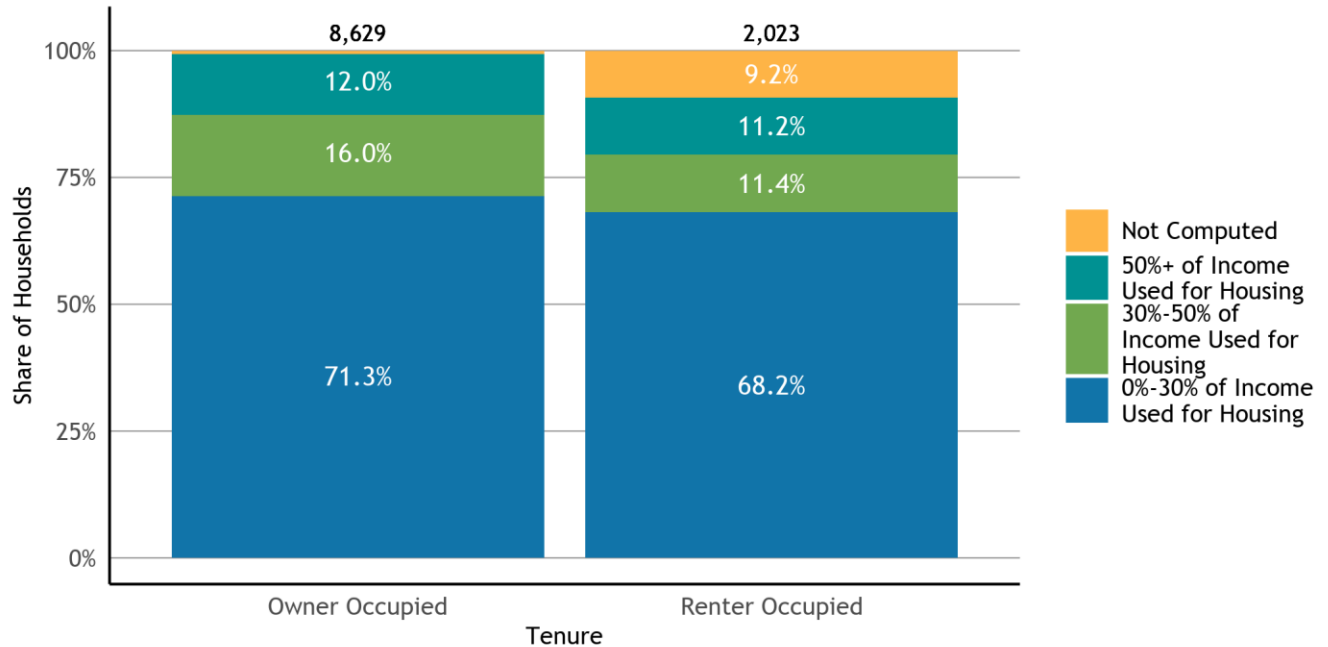


Figure 27: Cost Burden by Tenure

Universe: Occupied housing units

Notes: Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is “select monthly owner costs”, which includes mortgage payment, utilities, association fees, insurance, and real estate taxes. HUD defines cost-burdened households as those whose monthly housing costs exceed 30% of monthly income, while severely cost-burdened households are those whose monthly housing costs exceed 50% of monthly income.

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25070, B25091

For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-06.

Renters are often more cost-burdened than owners. While the housing market has resulted in home prices increasing dramatically, homeowners often have mortgages with fixed rates, whereas renters are more likely to be impacted by market increases. When looking at the cost burden across tenure in Los Altos, 11.4% of renters spend 30% to 50% of their income on housing compared to 16.0% of those that own (see Figure 27). Additionally, 11.2% of renters spend 50% or more of their income on housing, while 12.0% of owners are severely cost-burdened.

In Los Altos, 12.5% of households spend 50% or more of their income on housing, while 15.4% spend 30% to 50%. However, these rates vary greatly across income categories (see Figure 28). For example, 82.7% of Los Altos households making less than 30% of AMI spend the majority of their income on housing. For Los Altos residents making more than 100% of AMI, just 3.8% are severely cost-burdened, and 83.2% of those making more than 100% of AMI spend less than 30% of their income on housing.

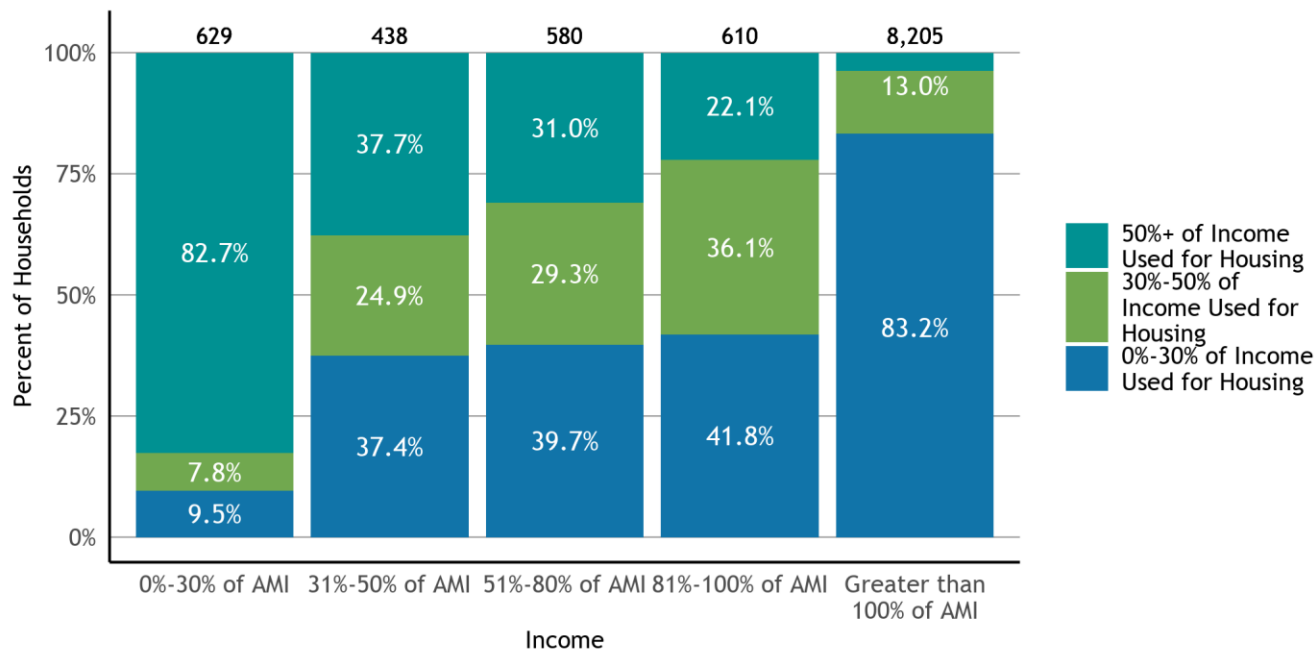


Figure 28: Cost Burden by Income Level

Universe: Occupied housing units

Notes: Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is “select monthly owner costs”, which includes mortgage payment, utilities, association fees, insurance, and real estate taxes. HUD defines cost-burdened households as those whose monthly housing costs exceed 30% of monthly income, while severely cost-burdened households are those whose monthly housing costs exceed 50% of monthly income. Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located.

Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release

For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-05.

Currently, people of color are more likely to experience poverty and financial instability as a result of federal and local housing policies that have historically excluded them from the same opportunities extended to white residents. As a result, they often pay a greater percentage of their income on housing, and in turn, are at a greater risk of housing insecurity.

Black or African American, Non-Hispanic residents are the most cost burdened with 25.0% spending 30% to 50% of their income on housing, and *Other Race or Multiple Races, Non-Hispanic* residents are the most severely cost burdened with 16.7% spending more than 50% of their income on housing (see Figure 29).

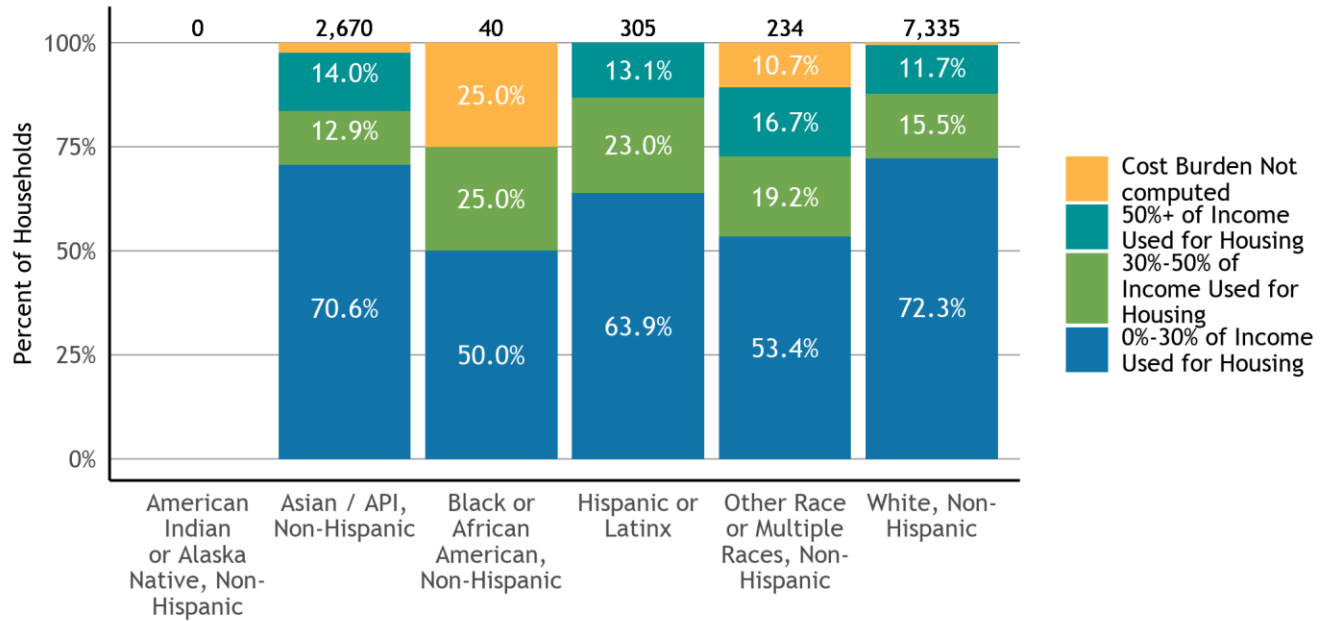


Figure 29: Cost Burden by Race

Universe: Occupied housing units

Notes: Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is “select monthly owner costs”, which includes mortgage payment, utilities, association fees, insurance, and real estate taxes. HUD defines cost-burdened households as those whose monthly housing costs exceed 30% of monthly income, while severely cost-burdened households are those whose monthly housing costs exceed 50% of monthly income. For the purposes of this graph, the “Hispanic or Latinx” racial/ethnic group represents those who identify as having Hispanic/Latinx ethnicity and may also be members of any racial group. All other racial categories on this graph represent those who identify with that racial category and do not identify with Hispanic/Latinx ethnicity.

Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release

For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-08.

Large family households often have special housing needs due to a lack of adequately sized affordable housing available. The higher costs required for homes with multiple bedrooms can result in larger families experiencing a disproportionate cost burden than the rest of the population and can increase the risk of housing insecurity.

In Los Altos, 12.9% of large family households experience a cost burden of 30%-50%, while 8.3% of households spend more than half of their income on housing. Some 15.7% of all other households have a cost burden of 30%-50%, with 12.9% of households spending more than 50% of their income on housing (see Figure 30).

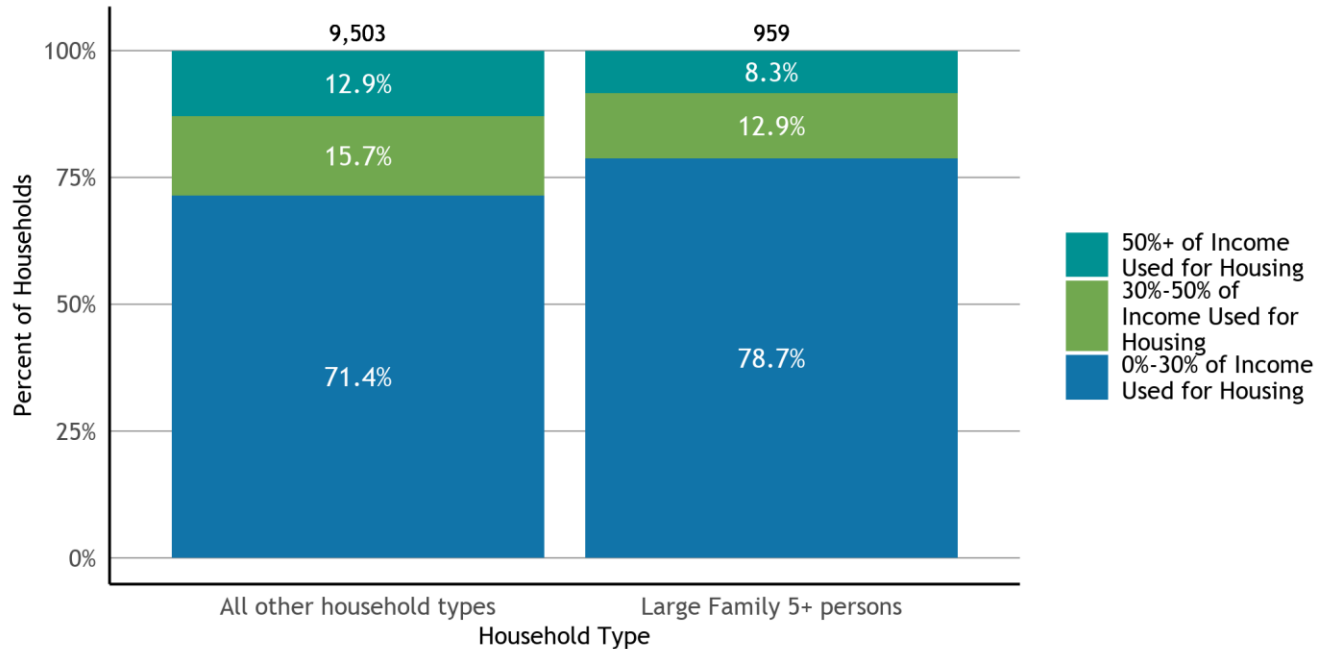


Figure 30: Cost Burden by Household Size

Universe: Occupied housing units

Notes: Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is “select monthly owner costs”, which includes mortgage payment, utilities, association fees, insurance, and real estate taxes. HUD defines cost-burdened households as those whose monthly housing costs exceed 30% of monthly income, while severely cost-burdened households are those whose monthly housing costs exceed 50% of monthly income.

Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release

For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-09.

When cost-burdened seniors are no longer able to make house payments or pay rents, displacement from their homes can occur, putting further stress on the local rental market or forcing residents out of the community they call home. Understanding how seniors might be cost-burdened is of particular importance due to their special housing needs, particularly for low-income seniors. 81.9% of seniors making less than 30% of AMI are spending the majority of their income on housing. For seniors making more than 100% of AMI, 79.9% are not cost-burdened and spend less than 30% of their income on housing (see Figure 31).

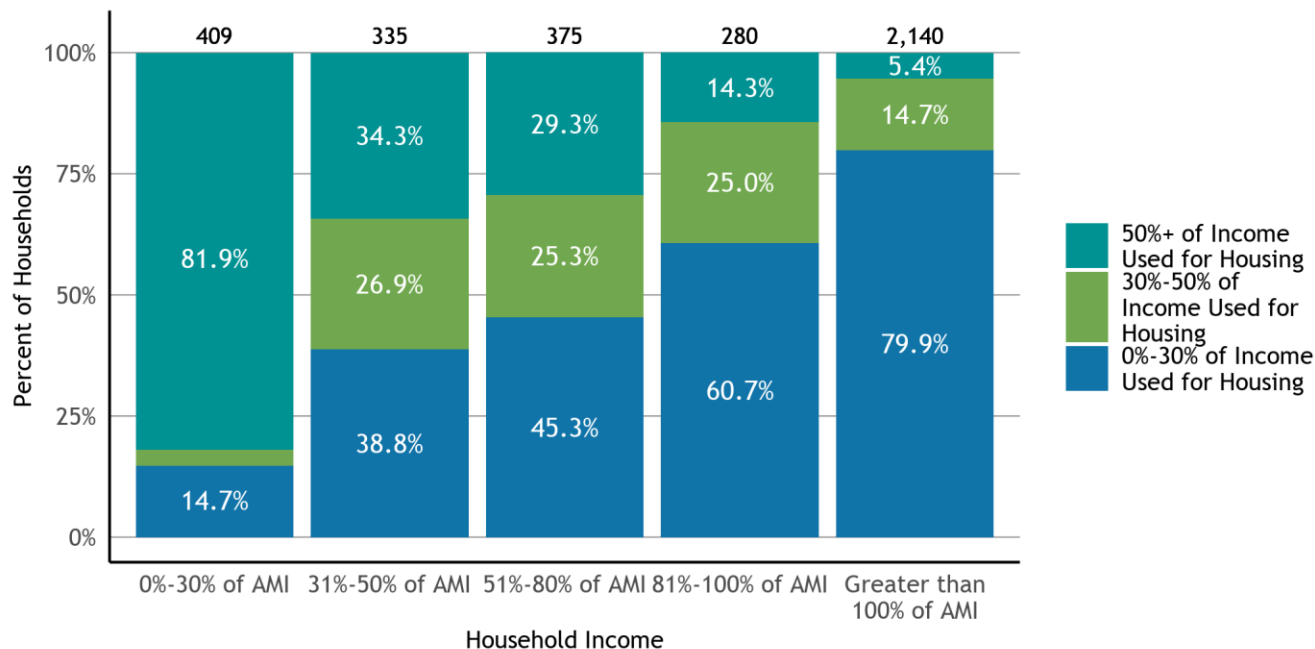


Figure 31: Cost-Burdened Senior Households by Income Level

Universe: Senior households

Notes: For the purposes of this graph, senior households are those with a householder who is aged 62 or older. Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is “select monthly owner costs”, which includes mortgage payment, utilities, association fees, insurance, and real estate taxes. HUD defines cost-burdened households as those whose monthly housing costs exceed 30% of monthly income, while severely cost-burdened households are those whose monthly housing costs exceed 50% of monthly income. Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located. Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release

For the data table behind this figure, please refer to the Data Packet Workbook, Table SEN-03.

Overcrowding occurs when the number of people living in a household is greater than the home was designed to hold. There are several different standards for defining overcrowding, but this report uses the Census Bureau definition, which is more than one occupant per room (not including bathrooms or kitchens). Additionally, the Census Bureau considers units with more than 1.5 occupants per room to be severely overcrowded.

Overcrowding is often related to the cost of housing and can occur when demand in a city or region is high. In many cities, overcrowding is seen more amongst those that are renting, with multiple households sharing a unit to make it possible to stay in their communities. In Los Altos, 0.6% of households that rent are severely overcrowded (more than 1.5 occupants per room), compared to 0.0% of households that own (see Figure 32). In Los Altos, 1.5% of renters experience moderate overcrowding (1 to 1.5 occupants per room), compared to 0.4% for those own.



Figure 32: Overcrowding by Tenure and Severity

Universe: Occupied housing units

Notes: The Census Bureau defines an overcrowded unit as one occupied by 1.01 persons or more per room (excluding bathrooms and kitchens), and units with more than 1.5 persons per room are considered severely overcrowded.

Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release

For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-01.

Overcrowding often disproportionately impacts low-income households. 0.0% of very low-income households (below 50% AMI) experience severe overcrowding, while 0.0% of households above 100% experience this level of overcrowding (see Figure 33).

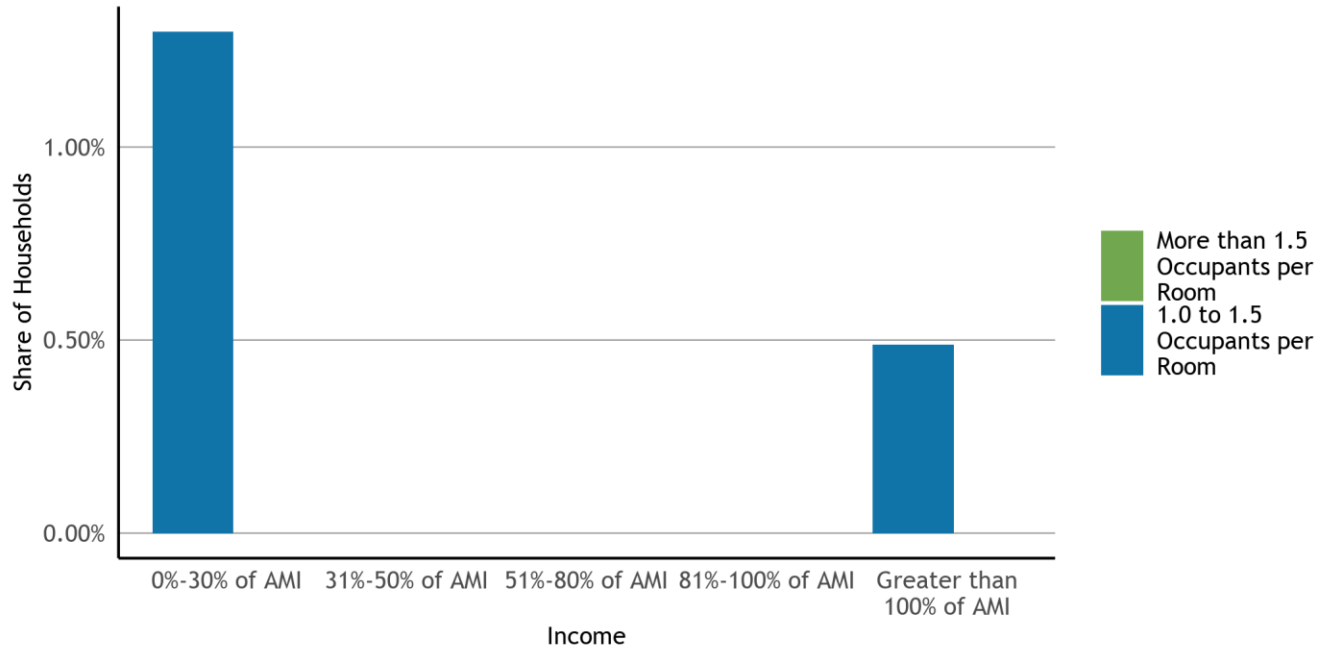


Figure 33: Overcrowding by Income Level and Severity

Universe: Occupied housing units

Notes: The Census Bureau defines an overcrowded unit as one occupied by 1.01 persons or more per room (excluding bathrooms and kitchens), and units with more than 1.5 persons per room are considered severely overcrowded. Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located.

Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release

For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-04.

Communities of color are more likely to experience overcrowding similar to how they are more likely to experience poverty, financial instability, and housing insecurity. People of color tend to experience overcrowding at higher rates than White residents. In Los Altos, the racial group with the largest overcrowding rate is *Other Race or Multiple Races (Hispanic and Non-Hispanic)* (see Figure 34)

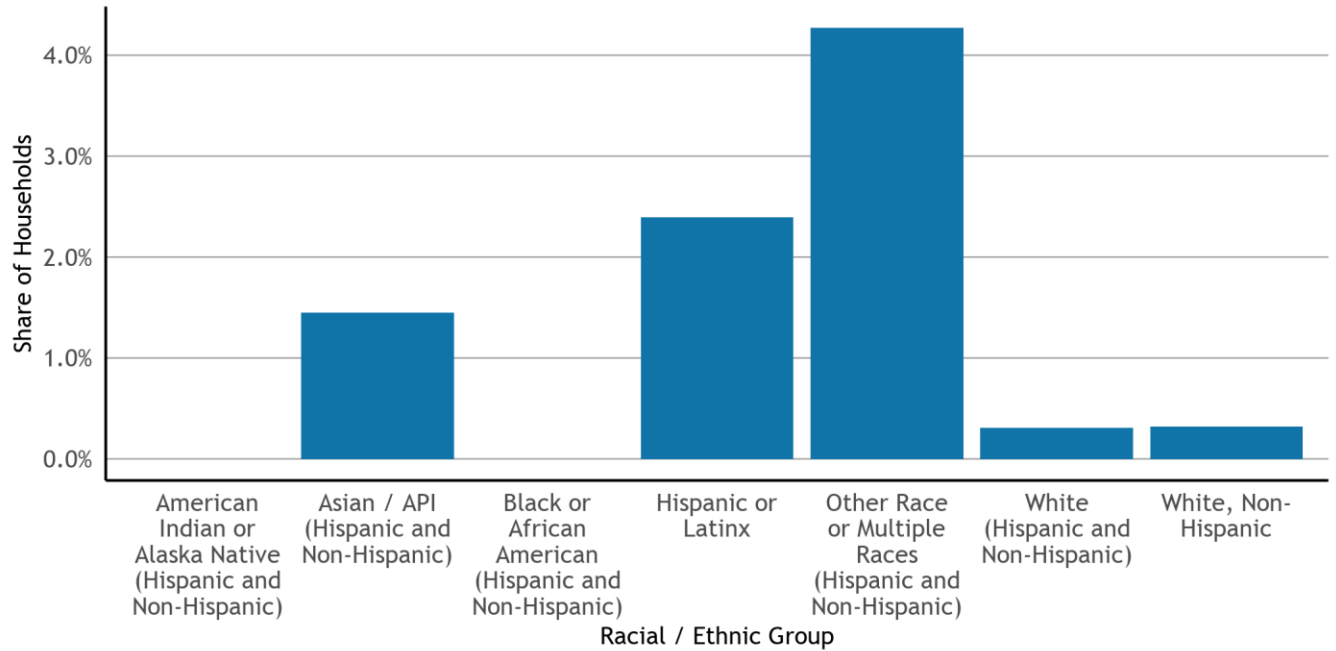


Figure 34: Overcrowding by Race

Universe: Occupied housing units

Notes: The Census Bureau defines an overcrowded unit as one occupied by 1.01 persons or more per room (excluding bathrooms and kitchens), and units with more than 1.5 persons per room are considered severely overcrowded. For this table, the Census Bureau does not disaggregate racial groups by Hispanic/Latinx ethnicity. However, data for the white racial group is also reported for white householders who are not Hispanic/Latinx. Since residents who identify as white and Hispanic/Latinx may have very different experiences within the housing market and the economy from those who identify as white and non-Hispanic/Latinx, data for multiple white sub-groups are reported here. The racial/ethnic groups reported in this table are not all mutually exclusive. Therefore, the data should not be summed as the sum exceeds the total number of occupied housing units for this jurisdiction. However, all groups labelled “Hispanic and Non-Hispanic” are mutually exclusive, and the sum of the data for these groups is equivalent to the total number of occupied housing units.

*Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25014
For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-03.*

6 SPECIAL HOUSING NEEDS

6.1 Large Households

Large households often have different housing needs than smaller households. If a city's rental housing stock does not include larger apartments, large households who rent could end up living in overcrowded conditions. In Los Altos, for large households with 5 or more persons, most units (84.4%) are owner occupied (see Figure 35). In 2017, 2.5% of large households were very low-income, earning less than 50% of the area median income (AMI).

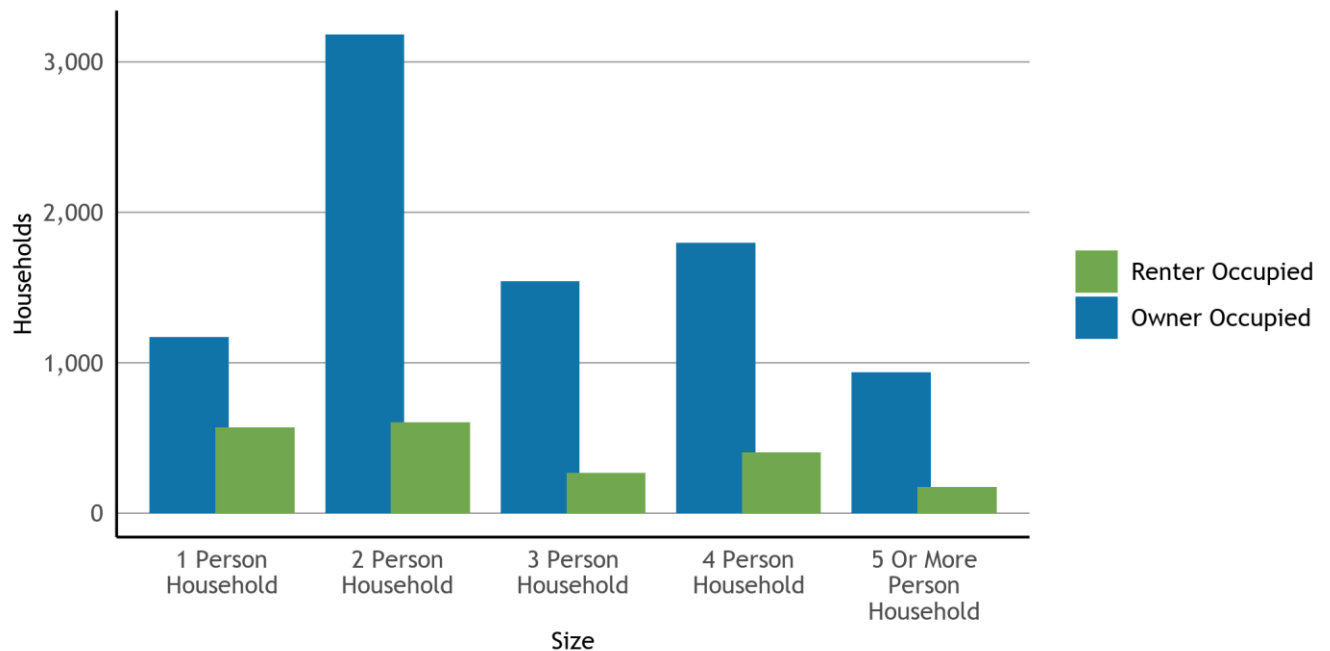


Figure 35: Household Size by Tenure

Universe: Occupied housing units

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25009

For the data table behind this figure, please refer to the Data Packet Workbook, Table LGFEM-01.

The unit sizes available in a community affect the household sizes that can access that community. Large families are generally served by housing units with 3 or more bedrooms, of which there are 8,646 units in Los Altos. Among these large units with 3 or more bedrooms, 9.3% are owner-occupied and 90.7% are renter occupied (see Figure 36).

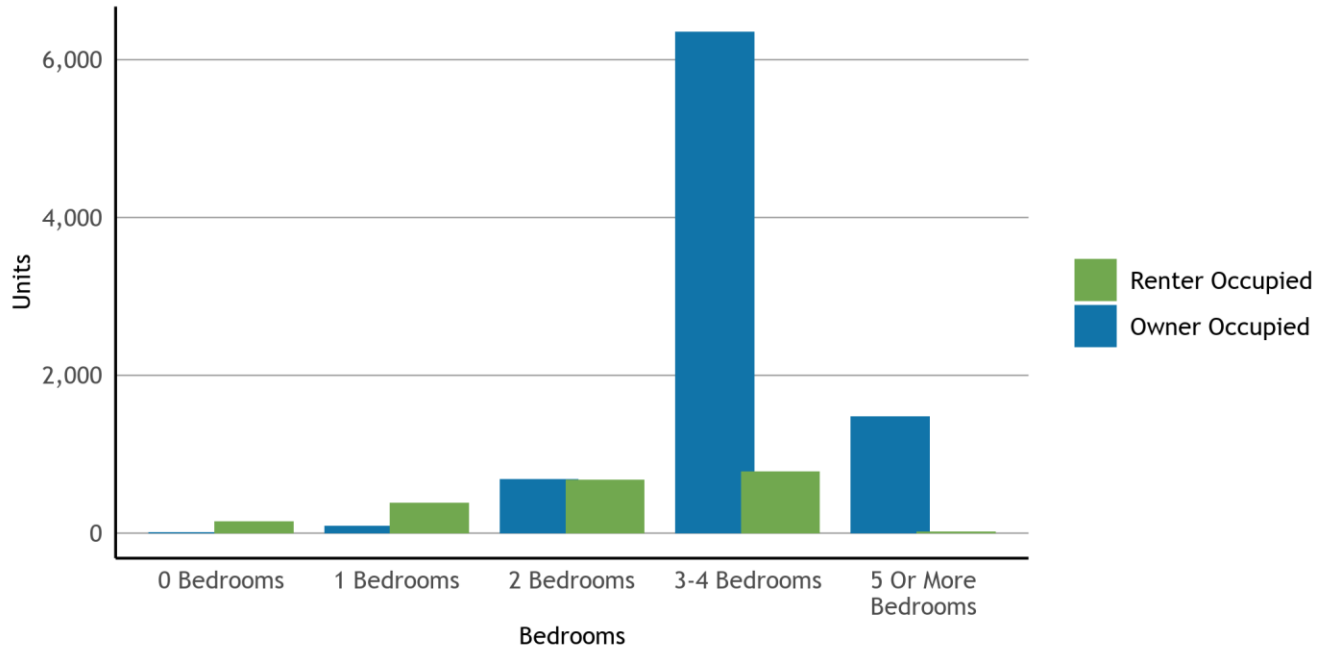


Figure 36: Housing Units by Number of Bedrooms

Universe: Housing units

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25042

For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-05.

6.2 Female-Headed Households

Households headed by one person are often at greater risk of housing insecurity, particularly female-headed households, who may be supporting children or a family with only one income. In Los Altos, the largest proportion of households is *Married-couple Family Households* at 72.9% of total, while *Female-Headed Households* make up 6.7% of all households.

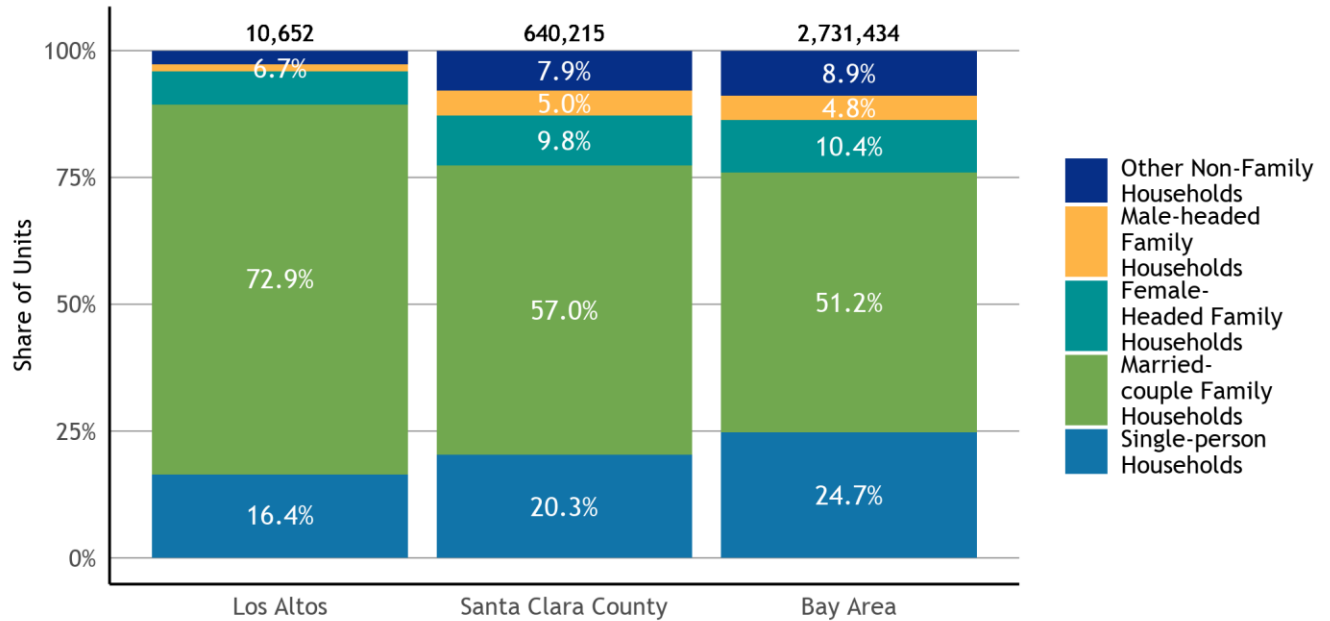


Figure 37: Household Type

Universe: Households

Notes: For data from the Census Bureau, a “family household” is a household where two or more people are related by birth, marriage, or adoption. “Non-family households” are households of one person living alone, as well as households where none of the people are related to each other.

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B11001

For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-23.

Female-headed households with children may face particular housing challenges, with pervasive gender inequality resulting in lower wages for women. Moreover, the added need for childcare can make finding a home that is affordable more challenging.

In Los Altos, 12.5% of female-headed households with children fall below the Federal Poverty Line, while 2.4% of female-headed households *without* children live in poverty (see Figure 38).

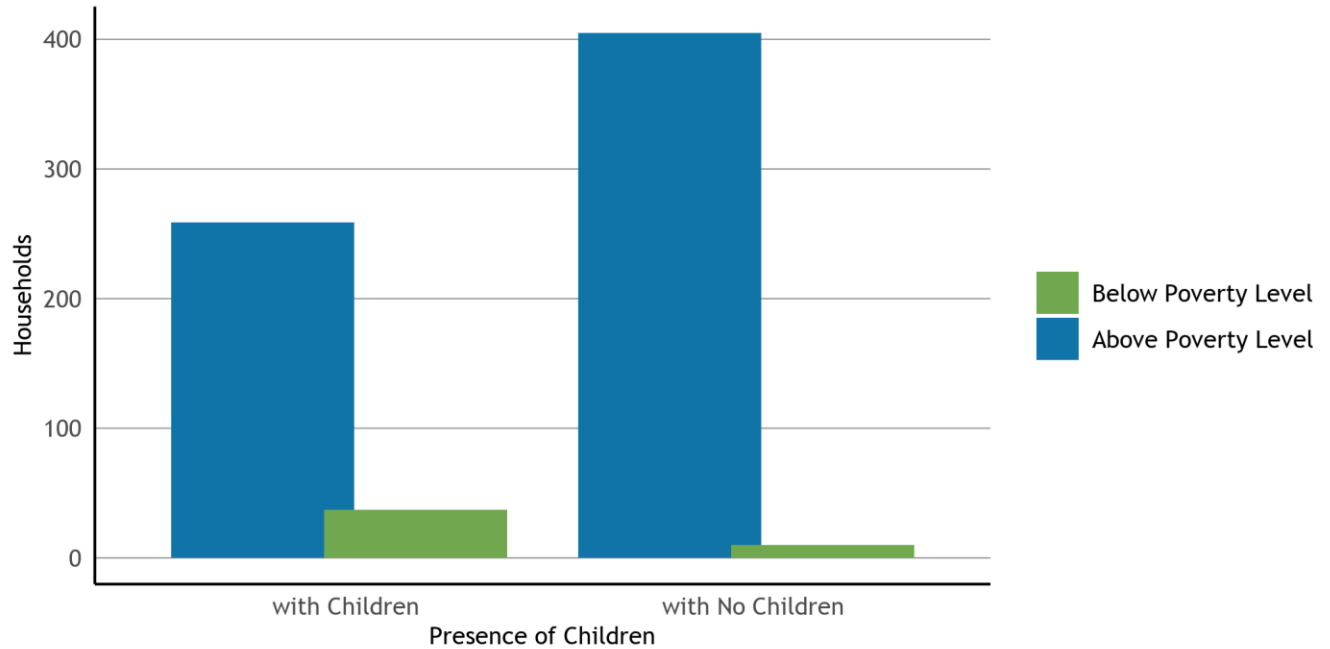


Figure 38: Female-Headed Households by Poverty Status

Universe: Female Households

Notes: The Census Bureau uses a federally defined poverty threshold that remains constant throughout the country and does not correspond to Area Median Income.

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B17012

For the data table behind this figure, please refer to the Data Packet Workbook, Table LGFEM-05.

6.3 Seniors

Senior households often experience a combination of factors that can make accessing or keeping affordable housing a challenge. They often live on fixed incomes and are more likely to have disabilities, chronic health conditions and/or reduced mobility.

Seniors who rent may be at even greater risk for housing challenges than those who own, due to income differences between these groups. The largest proportion of senior households who rent make *Greater than 100% of AMI*, while the largest proportion of senior households who are homeowners falls in the income group *Greater than 100% of AMI* (see Figure 39).

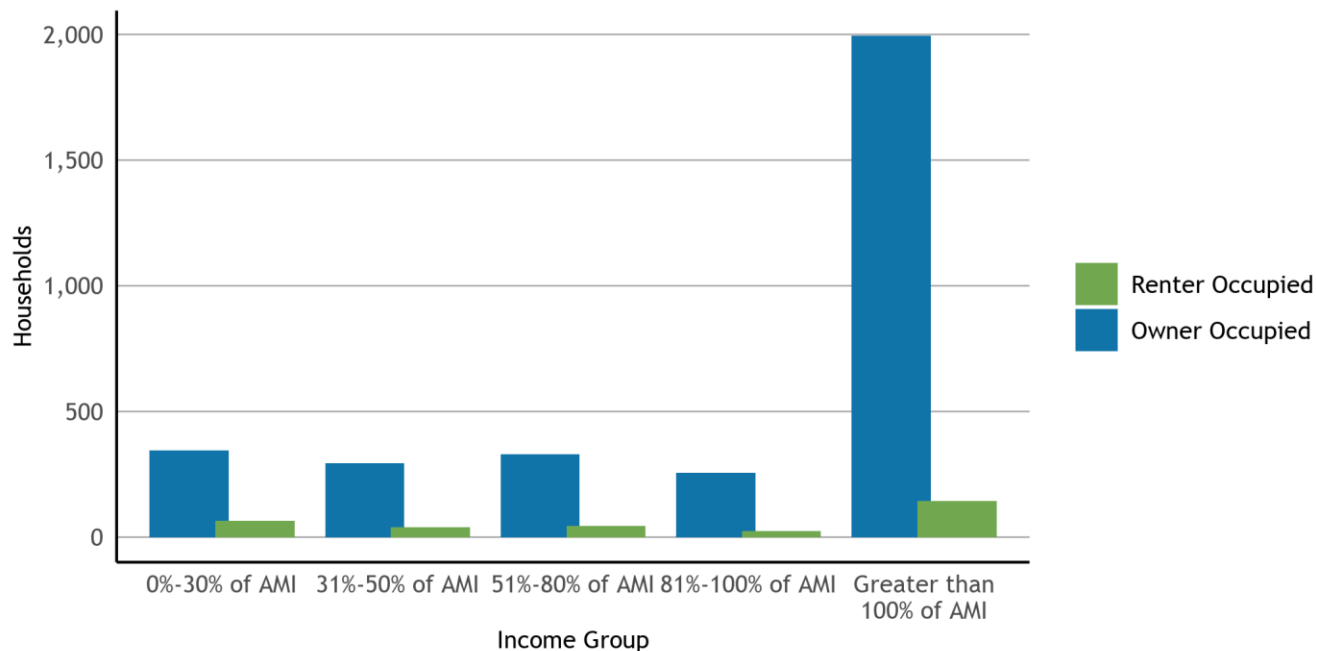


Figure 39: Senior Households by Income and Tenure

Universe: Senior households

Notes: For the purposes of this graph, senior households are those with a householder who is aged 62 or older. Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located.

Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release

For the data table behind this figure, please refer to the Data Packet Workbook, Table SEN-01.

6.4 People with Disabilities

People with disabilities face additional housing challenges. Encompassing a broad group of individuals living with a variety of physical, cognitive and sensory impairments, many people with disabilities live on fixed incomes and are in need of specialized care, yet often rely on family members for assistance due to the high cost of care.

When it comes to housing, people with disabilities are not only in need of affordable housing but accessibly designed housing, which offers greater mobility and opportunity for independence. Unfortunately, the need typically outweighs what is available, particularly in a housing market with such high demand. People with disabilities are at a high risk for housing insecurity, homelessness and institutionalization, particularly when they lose aging caregivers. Figure 40 shows the rates at which different disabilities are present among residents of Los Altos. Overall, 5.7% of people in Los Altos have a disability of any kind.²²

²² These disabilities are counted separately and are not mutually exclusive, as an individual may report more than one disability. These counts should not be summed.

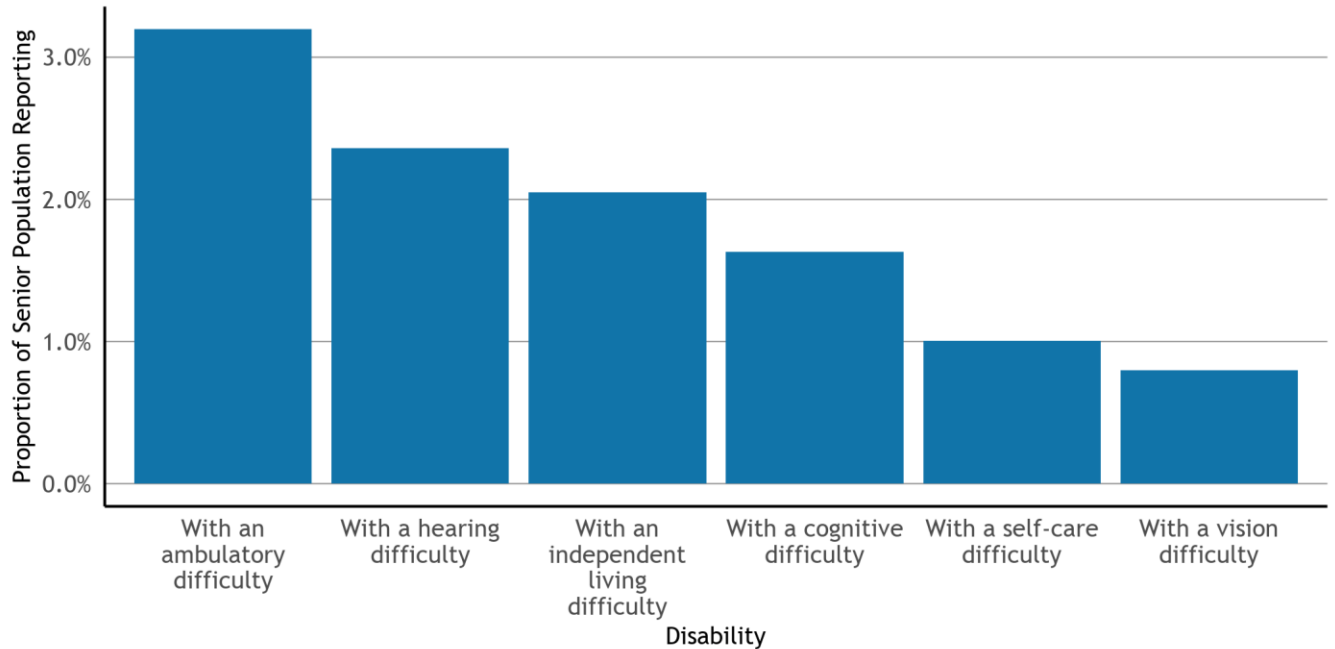


Figure 40: Disability by Type

Universe: Civilian noninstitutionalized population 18 years and over

Notes: These disabilities are counted separately and are not mutually exclusive, as an individual may report more than one disability. These counts should not be summed. The Census Bureau provides the following definitions for these disability types: Hearing difficulty: deaf or has serious difficulty hearing. Vision difficulty: blind or has serious difficulty seeing even with glasses. Cognitive difficulty: has serious difficulty concentrating, remembering, or making decisions. Ambulatory difficulty: has serious difficulty walking or climbing stairs. Self-care difficulty: has difficulty dressing or bathing. Independent living difficulty: has difficulty doing errands alone such as visiting a doctor’s office or shopping.

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B18102, Table B18103, Table B18104, Table B18105, Table B18106, Table B18107.

For the data table behind this figure, please refer to the Data Packet Workbook, Table DISAB-01.

State law also requires Housing Elements to examine the housing needs of people with developmental disabilities. Developmental disabilities are defined as severe, chronic, and attributed to a mental or physical impairment that begins before a person turns 18 years old. This can include Down’s Syndrome, autism, epilepsy, cerebral palsy, and mild to severe mental retardation. Some people with developmental disabilities are unable to work, rely on Supplemental Security Income, and live with family members. In addition to their specific housing needs, they are at increased risk of housing insecurity after an aging parent or family member is no longer able to care for them.²³

In Los Altos, of the population with a developmental disability, children under the age of 18 make up 47.4%, while adults account for 52.6%.

²³ For more information or data on developmental disabilities in your jurisdiction, contact the Golden Gate Regional Center for Marin, San Francisco and San Mateo Counties; the North Bay Regional Center for Napa, Solano and Sonoma Counties; the Regional Center for the East Bay for Alameda and Contra Costa Counties; or the San Andreas Regional Center for Santa Clara County.

Table 5: Population with Developmental Disabilities by Age

| Age Group | value |
|--------------|-------|
| Age 18+ | 50 |
| Age Under 18 | 45 |

Universe: Population with developmental disabilities

Notes: The California Department of Developmental Services is responsible for overseeing the coordination and delivery of services to more than 330,000 Californians with developmental disabilities including cerebral palsy, intellectual disability, Down syndrome, autism, epilepsy, and related conditions. The California Department of Developmental Services provides ZIP code level counts. To get jurisdiction-level estimates, ZIP code counts were crosswalked to jurisdictions using census block population counts from Census 2010 SF1 to determine the share of a ZIP code to assign to a given jurisdiction.

Source: California Department of Developmental Services, Consumer Count by California ZIP Code and Age Group (2020)

This table is included in the Data Packet Workbook as Table DISAB-04.

The most common living arrangement for individuals with disabilities in Los Altos is the home of parent /family /guardian.

Table 6: Population with Developmental Disabilities by Residence

| Residence Type | value |
|----------------------------------|-------|
| Home of Parent /Family /Guardian | 93 |
| Community Care Facility | 4 |
| Independent /Supported Living | 4 |
| Other | 0 |
| Foster /Family Home | 0 |
| Intermediate Care Facility | 0 |

Universe: Population with developmental disabilities

Notes: The California Department of Developmental Services is responsible for overseeing the coordination and delivery of services to more than 330,000 Californians with developmental disabilities including cerebral palsy, intellectual disability, Down syndrome, autism, epilepsy, and related conditions. The California Department of Developmental Services provides ZIP code level counts. To get jurisdiction-level estimates, ZIP code counts were crosswalked to jurisdictions using census block population counts from Census 2010 SF1 to determine the share of a ZIP code to assign to a given jurisdiction.

Source: California Department of Developmental Services, Consumer Count by California ZIP Code and Residence Type (2020)

This table is included in the Data Packet Workbook as Table DISAB-05.

6.5 Homelessness

Homelessness remains an urgent challenge in many communities across the state, reflecting a range of social, economic, and psychological factors. Rising housing costs result in increased risks of community members experiencing homelessness. Far too many residents who have found themselves housing insecure have ended up unhoused or homeless in recent years, either temporarily or longer term. Addressing the specific housing needs for the unhoused population remains a priority throughout the region, particularly since homelessness is disproportionately experienced by people of color, people with disabilities, those struggling with addiction and those dealing with traumatic life circumstances. In Santa Clara County, the most common type of household experiencing homelessness is those without children in their care. Among households experiencing homelessness that do not have children, 87.1% are unsheltered. Of homeless households with children, most are sheltered in emergency shelter (see Figure 41).

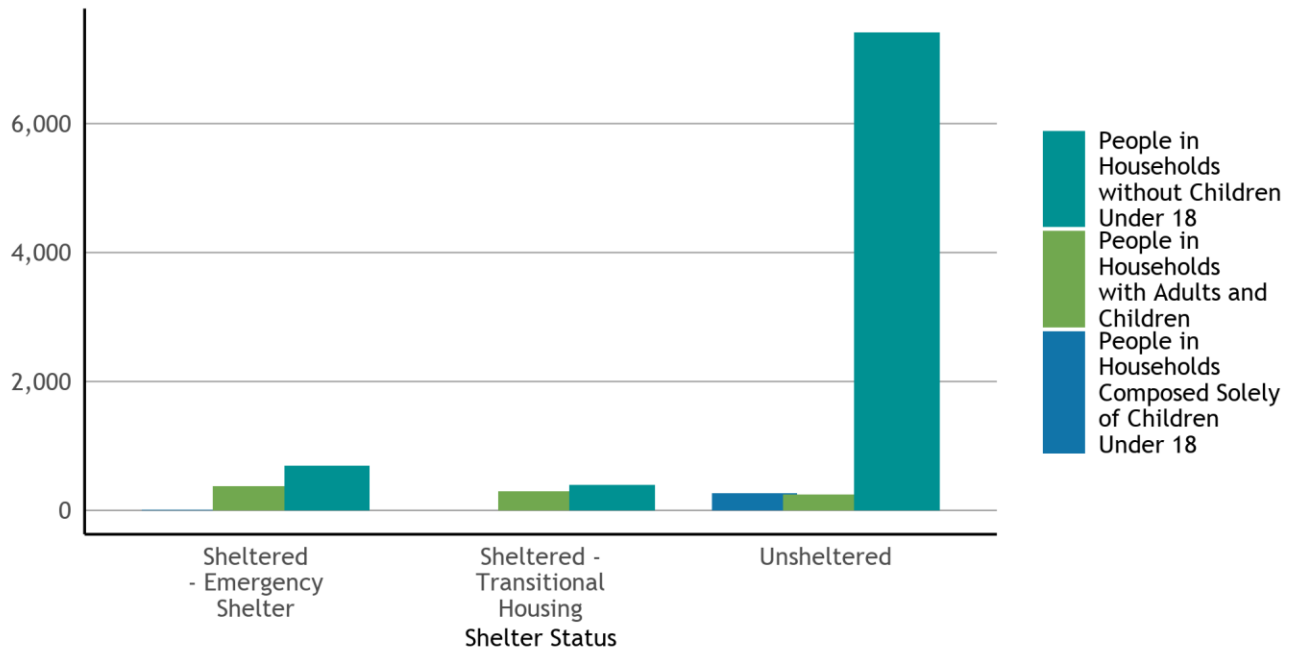


Figure 41: Homelessness by Household Type and Shelter Status, Santa Clara County

Universe: Population experiencing homelessness

Notes: This data is based on Point-in-Time (PIT) information provided to HUD by CoCs in the application for CoC Homeless Assistance Programs. The PIT Count provides a count of sheltered and unsheltered homeless persons on a single night during the last ten days in January. Each Bay Area county is its own CoC, and so the data for this table is provided at the county-level. Per HCD's requirements, jurisdictions will need to supplement this county-level data with local estimates of people experiencing homelessness.

Source: U.S. Department of Housing and Urban Development (HUD), Continuum of Care (CoC) Homeless Populations and Subpopulations Reports (2019)

For the data table behind this figure, please refer to the Data Packet Workbook, Table HOMELS-01.

People of color are more likely to experience poverty and financial instability as a result of federal and local housing policies that have historically excluded them from the same opportunities extended to white residents. Consequently, people of color are often disproportionately impacted by homelessness, particularly Black residents of the Bay Area. In Santa Clara County, White (Hispanic and Non-Hispanic) residents represent the largest proportion of residents experiencing homelessness and account for 43.9% of the homeless population, while making up 44.5% of the overall population (see Figure 42).

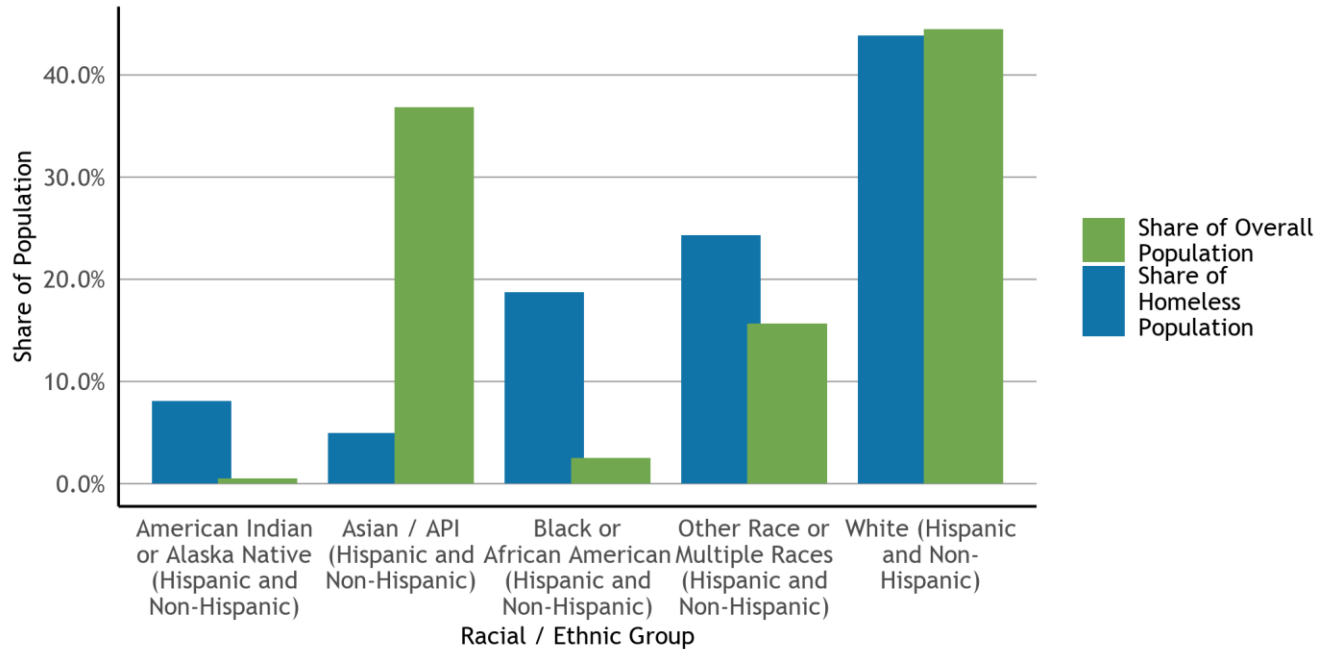


Figure 42: Racial Group Share of General and Homeless Populations, Santa Clara County

Universe: Population experiencing homelessness

Notes: This data is based on Point-in-Time (PIT) information provided to HUD by CoCs in the application for CoC Homeless Assistance Programs. The PIT Count provides a count of sheltered and unsheltered homeless persons on a single night during the last ten days in January. Each Bay Area county is its own CoC, and so the data for this table is provided at the county-level. Per HCD’s requirements, jurisdictions will need to supplement this county-level data with local estimates of people experiencing homelessness. HUD does not disaggregate racial demographic data by Hispanic/Latinx ethnicity for people experiencing homelessness. Instead, HUD reports data on Hispanic/Latinx ethnicity for people experiencing homelessness in a separate table. Accordingly, the racial group data listed here includes both Hispanic/Latinx and non-Hispanic/Latinx individuals.

Source: U.S. Department of Housing and Urban Development (HUD), Continuum of Care (CoC) Homeless Populations and Subpopulations Reports (2019); U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B01001(A-I) For the data table behind this figure, please refer to the Data Packet Workbook, Table HOMELS-02.

In Santa Clara, Latinx residents represent 42.7% of the population experiencing homelessness, while Latinx residents comprise 25.8% of the general population (see Figure 43).

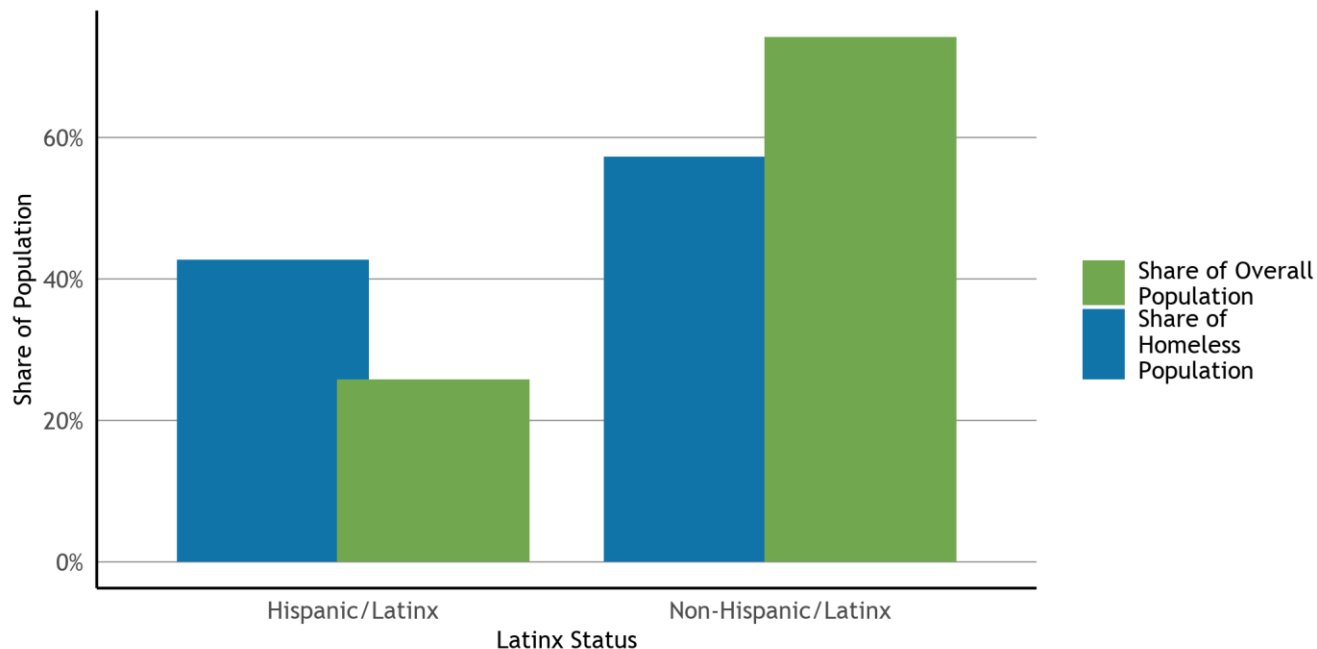


Figure 43: Latinx Share of General and Homeless Populations, Santa Clara County

Universe: Population experiencing homelessness

Notes: This data is based on Point-in-Time (PIT) information provided to HUD by CoCs in the application for CoC Homeless Assistance Programs. The PIT Count provides a count of sheltered and unsheltered homeless persons on a single night during the last ten days in January. Each Bay Area county is its own CoC, and so the data for this table is provided at the county-level. Per HCD's requirements, jurisdictions will need to supplement this county-level data with local estimates of people experiencing homelessness. The data from HUD on Hispanic/Latinx ethnicity for individuals experiencing homelessness does not specify racial group identity. Accordingly, individuals in either ethnic group identity category (Hispanic/Latinx or non-Hispanic/Latinx) could be of any racial background.

Source: U.S. Department of Housing and Urban Development (HUD), Continuum of Care (CoC) Homeless Populations and Subpopulations Reports (2019); U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B01001(A-I) For the data table behind this figure, please refer to the Data Packet Workbook, Table HOMELS-03.

Many of those experiencing homelessness are dealing with severe issues - including mental illness, substance abuse and domestic violence - that are potentially life threatening and require additional assistance. In Santa Clara County, homeless individuals are commonly challenged by severe mental illness, with 2,659 reporting this condition (see Figure 12). Of those, some 87.6% are unsheltered, further adding to the challenge of handling the issue.

Note on Homelessness Data

Notably all the data on homelessness provided above is for the entire county. This data comes from the Department of Housing and Urban Development's (HUD) Point in Time count, which is the most comprehensive publicly available data source on people experiencing homelessness. HUD only provides this data at the county-level and not for specific jurisdictions. However, Housing Element law requires local jurisdictions to estimate or count of the daily average number of people lacking shelter. Therefore, staff will need to supplement the data in this document with additional local data on the number of people experiencing homelessness. If staff do not have estimates of people experiencing homelessness in their jurisdiction readily available, HCD recommends contacting local service providers such as continuum-of-care providers, local homeless shelter and service providers, food

programs, operators of transitional housing programs, local drug and alcohol program service providers, and county mental health and social service departments.²⁴

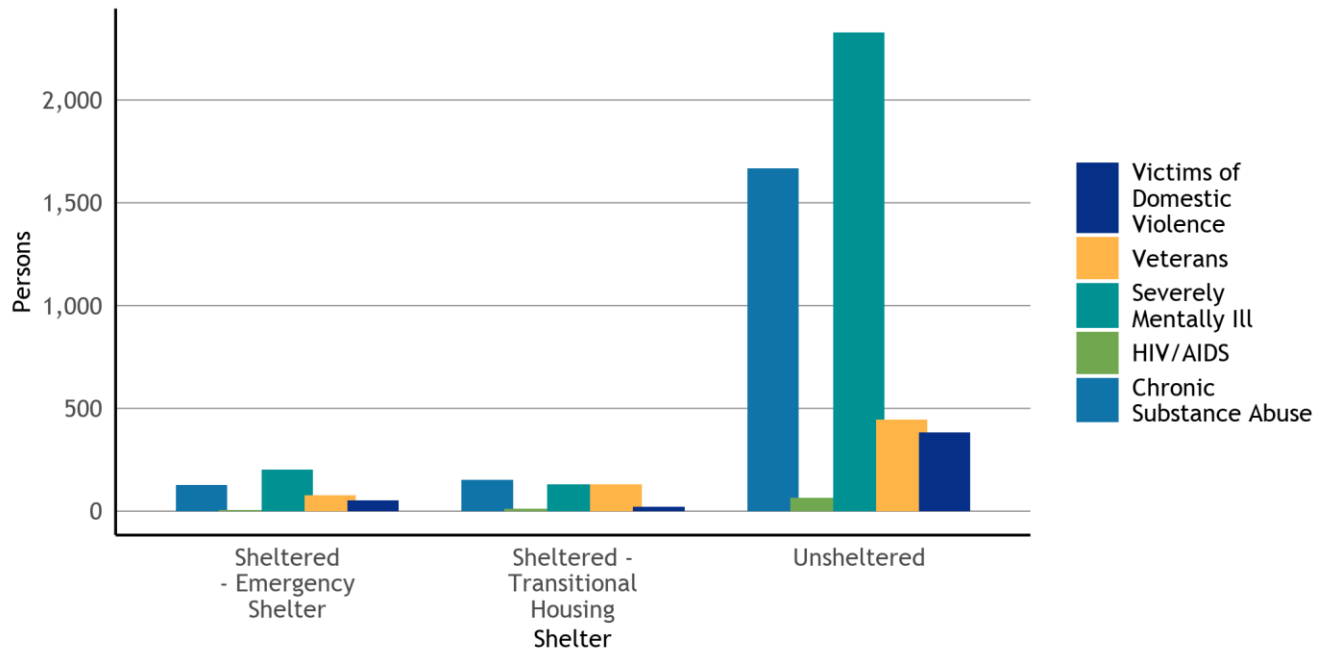


Figure 44: Characteristics for the Population Experiencing Homelessness, Santa Clara County

Universe: Population experiencing homelessness

Notes: This data is based on Point-in-Time (PIT) information provided to HUD by CoCs in the application for CoC Homeless Assistance Programs. The PIT Count provides a count of sheltered and unsheltered homeless persons on a single night during the last ten days in January. Each Bay Area county is its own CoC, and so the data for this table is provided at the county-level. Per HCD's requirements, jurisdictions will need to supplement this county-level data with local estimates of people experiencing homelessness. These challenges/characteristics are counted separately and are not mutually exclusive, as an individual may report more than one challenge/characteristic. These counts should not be summed.

Source: U.S. Department of Housing and Urban Development (HUD), Continuum of Care (CoC) Homeless Populations and Subpopulations Reports (2019)

For the data table behind this figure, please refer to the Data Packet Workbook, Table HOMELS-04.

In Los Altos, the student population experiencing homelessness totaled 29 during the 2019-20 school year and decreased by 31.0% since the 2016-17 school year. By comparison, Santa Clara County has seen a 3.5% increase in the population of students experiencing homelessness since the 2016-17 school year, and the Bay Area population of students experiencing homelessness decreased by 8.5%. During the 2019-2020 school year, there were still some 13,718 students experiencing homelessness throughout the region, adding undue burdens on learning and thriving, with the potential for longer term negative effects.

The number of students in Los Altos experiencing homelessness in 2019 represents 1.3% of the Santa Clara County total and 0.2% of the Bay Area total.

²⁴ For more information, see HCD's Building Blocks webpage for People Experiencing Homelessness: <https://www.hcd.ca.gov/community-development/building-blocks/housing-needs/people-experiencing-homelessness.shtml>

Table 7: Students in Local Public Schools Experiencing Homelessness

| AcademicYear | Los Altos | Santa Clara County | Bay Area |
|--------------|-----------|--------------------|----------|
| 2016-17 | 42 | 2219 | 14990 |
| 2017-18 | 45 | 2189 | 15142 |
| 2018-19 | 42 | 2405 | 15427 |
| 2019-20 | 29 | 2297 | 13718 |

Universe: Total number of unduplicated primary and short-term enrollments within the academic year (July 1 to June 30), public schools

Notes: The California Department of Education considers students to be homeless if they are unsheltered, living in temporary shelters for people experiencing homelessness, living in hotels/motels, or temporarily doubled up and sharing the housing of other persons due to the loss of housing or economic hardship. The data used for this table was obtained at the school site level, matched to a file containing school locations, geocoded and assigned to jurisdiction, and finally summarized by geography.

Source: California Department of Education, California Longitudinal Pupil Achievement Data System (CALPADS), Cumulative Enrollment Data (Academic Years 2016-2017, 2017-2018, 2018-2019, 2019-2020)

This table is included in the Data Packet Workbook as Table HOMEELS-05.

6.6 Farmworkers

Across the state, housing for farmworkers has been recognized as an important and unique concern. Farmworkers generally receive wages that are considerably lower than other jobs and may have temporary housing needs. Finding decent and affordable housing can be challenging, particularly in the current housing market.

In Los Altos, there were no reported students of migrant workers in the 2019-20 school year. The trend for the region for the past few years has been a decline of 2.4% in the number of migrant worker students since the 2016-17 school year. The change at the county level is a 49.7% decrease in the number of migrant worker students since the 2016-17 school year.

Table 8: Migrant Worker Student Population

| AcademicYear | Los Altos | Santa Clara County | Bay Area |
|--------------|-----------|--------------------|----------|
| 2016-17 | 0 | 978 | 4630 |
| 2017-18 | 0 | 732 | 4607 |
| 2018-19 | 0 | 645 | 4075 |
| 2019-20 | 0 | 492 | 3976 |

Universe: Total number of unduplicated primary and short-term enrollments within the academic year (July 1 to June 30), public schools

Notes: The data used for this table was obtained at the school site level, matched to a file containing school locations, geocoded and assigned to jurisdiction, and finally summarized by geography.

Source: California Department of Education, California Longitudinal Pupil Achievement Data System (CALPADS), Cumulative Enrollment Data (Academic Years 2016-2017, 2017-2018, 2018-2019, 2019-2020)

This table is included in the Data Packet Workbook as Table FARM-01.

According to the U.S. Department of Agriculture Census of Farmworkers, the number of permanent farm workers in Santa Clara County has increased since 2002, totaling 2,418 in 2017, while the number of seasonal farm workers has decreased, totaling 1,757 in 2017 (see Figure 45).

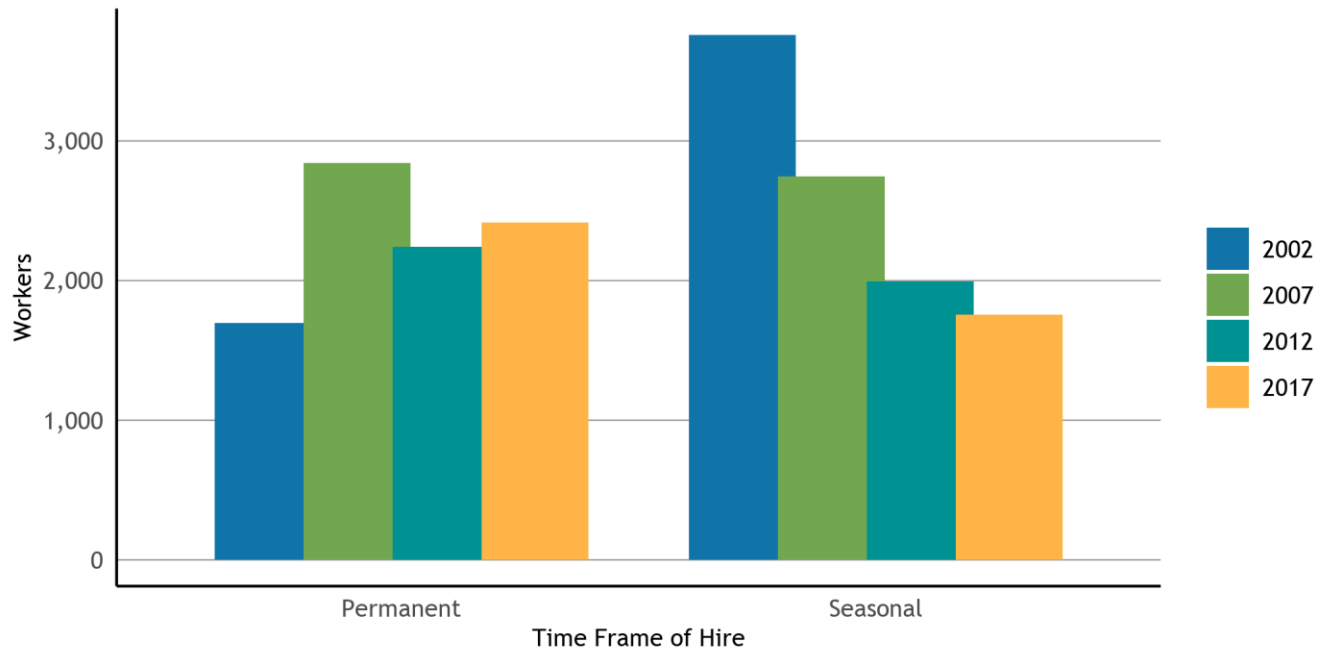


Figure 45: Farm Operations and Farm Labor by County, Santa Clara County

Universe: Hired farm workers (including direct hires and agricultural service workers who are often hired through labor contractors)

Notes: Farm workers are considered seasonal if they work on a farm less than 150 days in a year, while farm workers who work on a farm more than 150 days are considered to be permanent workers for that farm.

Source: U.S. Department of Agriculture, Census of Farmworkers (2002, 2007, 2012, 2017), Table 7: Hired Farm Labor For the data table behind this figure, please refer to the Data Packet Workbook, Table FARM-02.

6.7 Non-English Speakers

California has long been an immigration gateway to the United States, which means that many languages are spoken throughout the Bay Area. Since learning a new language is universally challenging, it is not uncommon for residents who have immigrated to the United States to have limited English proficiency. This limit can lead to additional disparities if there is a disruption in housing, such as an eviction, because residents might not be aware of their rights or they might be wary to engage due to immigration status concerns. In Los Altos, 2.0% of residents 5 years and older identify as speaking English not well or not at all, which is below the proportion for Santa Clara County. Throughout the region the proportion of residents 5 years and older with limited English proficiency is 8%.

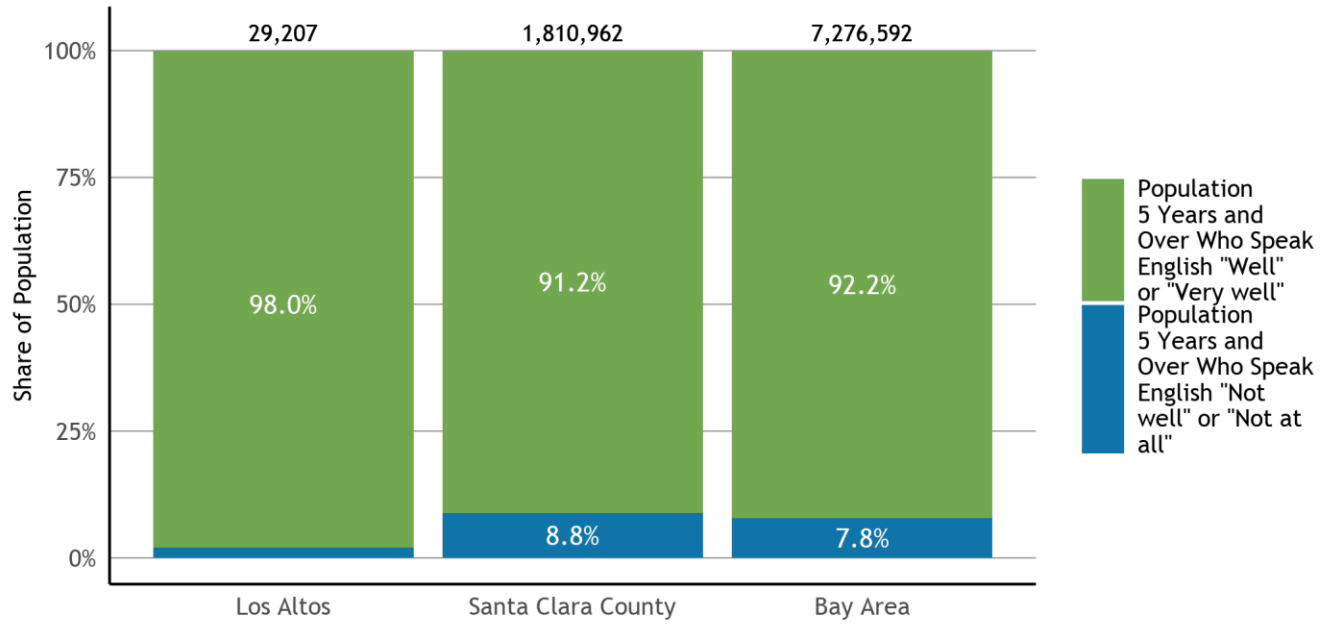
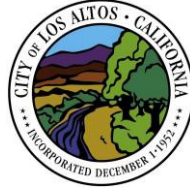


Figure 46: Population with Limited English Proficiency

Universe: Population 5 years and over

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B16005

For the data table behind this figure, please refer to the Data Packet Workbook, Table AFFH-03.



DISCUSSION ITEM

Agenda Item # 13

AGENDA REPORT SUMMARY

Meeting Date: June 22, 2021

Subject: Amendment No. 1 to the Retired Annuitant Agreement, by and between the City of Los Altos, a California general law municipal corporation, and Brad Kilger.

Prepared by: Jolie Houston, City Attorney

Attachment(s):

1. Amendment No. 1 to the Retired Annuitant Agreement, by and between the City of Los Altos, a California general law municipal corporation, and Brad Kilger.

Initiated by:

City Council

Fiscal Impact:

Funds for the salary associated with this position are included in the budget.

Environmental Review:

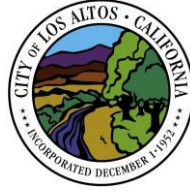
Not applicable

Policy Question(s) for Council Consideration:

Does Council wish to amend the Retired Annuitant Agreement, by and between the City of Los Altos, a California general law municipal corporation, and Brad Kilger?

Recommendation:

Move to approve the Retired Annuitant Agreement, by and between the City of Los Altos, a California general law municipal corporation, and Brad Kilger.



Subject: Amendment No. 1 to the Retired Annuitant Agreement

Purpose

Consideration of Amendment No. 1 to the Retired Annuitant Agreement.

Background

The City Council is responsible for appointing an Interim City Manager to serve as the chief executive officer for the City. On January 12, 2021, the City Council appointed Brad Kilger to serve as Interim City Manager while City Manager recruitment was conducted.

Discussion/Analysis

The City Council now desires to amend the Retired Annuitant Agreement (“Amendment”) to allow Mr. Kilger the flexibility to accept other employment, or serve as a consultant, for another public or private organization for the period July 1, 2021 – July 18, 2021. Any duties performed by Kilger as part of this other employment shall not conflict with Kilger’s duties and obligations under the Retired Annuitant Agreement (“Agreement”). Except as expressly modified by the Amendment, all remaining sections and provisions of the Agreement remain in full force and effect.

AMENDMENT NO. 1 TO THE RETIRED ANNUITANT AGREEMENT

This Amendment No. 1 (“Amendment”) to the Retired Annuitant Agreement (“Agreement”) is entered into as of 22nd day of June 2021, by and between the City of Los Altos, a California general law municipal corporation, hereafter referred to as “City” and Brad Kilger, hereafter referred to as “Kilger” or jointly, “Parties.”

RECITALS

WHEREAS, on January 13, 2021, City and Kilger entered into an agreement entitled “Retired Annuitant Agreement” (“Agreement”); and

WHEREAS, pursuant to the Agreement, Section 2, “Kilger shall not accept any other employment for or serve as a consultant for any other public or private organization without the prior written consent of the City Council.”

WHEREAS, pursuant to the Section 14 “Amendments” of the Agreement, the Agreement may not be amended or modified except in a written document signed by Kilger, approved by the City Council and signed by City’s Mayor or authorized designee.

WHEREAS, the City Council desires to amend the Agreement (“Amendment”) Section 2 as set forth below; and

WHEREAS, this Amendment will allow Kilger to accept other employment with another organization as specified herein.

NOW THEREFORE, in consideration of the covenants, conditions and promises hereinafter contained, to be kept and performed by the Parties hereto, City and Kilger hereby agree that the following section of the Agreement is repealed in its entirety and replaced with a new Section 2 to read as follows:

“2. Duties. Kilger shall serve as the Interim City Manager and shall be for the term of this Agreement vested with the powers, duties and responsibilities of the City Manager as specified in Los Altos Municipal Code, Chapter 2.01 and ordinances and resolutions of City Council, and to perform other legally permissible and proper duties and functions as City Council may from time to time assign. It is the intent of City Council for the Interim City Manager to function as the chief executive officer of City. Without additional compensation, Kilger shall provide such other services as are customary and appropriate to the position of Interim City Manager. Kilger shall devote his best efforts and full-time attention to the performance of these duties. During the period of his employment, Kilger shall not accept any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with City, that might cause a conflict of interest with City, or that otherwise might interfere with the business or operation of City or the satisfactory performance of Kilger’s duties as Interim City Manager. Except as specifically noted herein, during the period of his employment, Kilger shall not accept any other

employment, or serve as a consultant, for any other public or private organization without the prior written consent of City Council. Such written consent shall be done in the form of an amendment to the Agreement signed by both Parties. Kilger is permitted to accept other employment, or serve as a consultant, for another public or private organization for the period July 1, 2021 – July 18, 2021. Any duties performed by Kilger as part of this other employment shall not conflict with Kilger’s duties and obligations under this Agreement. Nothing in this Agreement limits Kilger’s ability to continue serving as an ICMA Senior Advisor, provided that those activities do not create a conflict of interest.”

Except as expressly modified by this Amendment, all remaining sections and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed and is made effective as of the date set forth above.

Brad Kilger, Interim City Manager

City of Los Altos

By: Neysa Fligor, Mayor

ATTEST:

Andrea Chelemengos, City Clerk

APPROVED AS TO FORM:

Jolie Houston, City Attorney



DISCUSSION ITEMS

Agenda Item # 14

AGENDA REPORT SUMMARY

Meeting Date: June 22, 2021

Subject: Employment Agreement: City Manager

Prepared by: City Council City Manager Recruitment Subcommittee:
Neysa Fligor, Mayor
Anita Enander, Vice Mayor

Reviewed by: Jolie Houston, City Attorney

Requested by: City Council

Attachment(s):

1. City Manager Employment Agreement

Previous Council Consideration: None

Fiscal Impact:

Funds for the salary and benefits associated with this position, including the housing assistance, are included in the budget.

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- Does Council wish to appoint Gabriel Engeland as the permanent City Manager?

Discussion/Summary

On November 24, 2020, the City Council approved the Separation Agreement and General Release between the City of Los Altos and permanent City Manager Chris Jordan. In addition, the City Council appointed Deputy City Manager Jon Maginot to serve as Acting City Manager effective December 6, 2020. The City then appointed Brad Kilger as Interim City Manager on January 12, 2021.

The City Council formed a City Manager recruitment Subcommittee of the Mayor and Vice Mayor and launched its recruitment process in January 2021. The City also hired Ralph Andersen & Associates as the firm to lead a national search for the City's next permanent City Manager. Over a five-month period, the City conducted a Los Altos community survey and held different panel interviews of qualified candidates. Based on the interviews and further review of the qualifications of the different candidates, the City Council has identified Gabriel Engeland as the choice for City Manager.



Subject: Employment Agreement: City Manager

Mr. Engeland was the most qualified based on his experience and professional background. He has held the position of city manager in Sierra Madre, California, and Trinidad, Colorado. Prior to serving as a city manager, Mr. Engeland held other municipal government positions such as Interim Development Services Director and Economic Development Administrator. Mr. Engeland received his Master of Public Administration from the University of Kansas and Master of Science in Human Resource Development with a special focus on Workforce Development from Louisiana State University. He also holds certifications in Emergency Management from the Emergency Management Institute and the Federal Emergency Management Agency (FEMA). Mr. Engeland is an active member of the International City/County Management Association (ICMA).

Attached to this staff report is the City Manager Employment Agreement signed by Mr. Engeland.

Recommendation:

Move to approve the City Manager Employment Agreement.

CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement for Employment of City Manager ("Agreement") is made and entered on this 22nd day of June, 2021, by and between the City of Los Altos ("City"), a California general law municipal corporation, and Gabriel Engeland ("Engeland") (jointly, the "Parties").

RECITALS

WHEREAS, the City Council of the City of Los Altos ("City Council") desires to appoint Engeland to the position of City Manager of the City of Los Altos; and

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

WHEREAS, Engeland desires to accept employment as City Manager under the terms set forth herein; and

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

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

WHEREAS, the City Council believes, therefore, that it is in the best interest of the community for the City Manager to reside within the geographic boundaries of the City, and recognizing the high cost of housing, the City determines that it is in the City's best interest to assist in such housing; and

WHEREAS, the housing assistance shall be in accordance with the terms of this Agreement; and

WHEREAS, the City Council finds that above stated reasons for the housing assistance constitute legitimate "public purposes" for making the housing assistance; and

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

SECTION 1. EMPLOYMENT, DUTIES AND RESPONSIBILITIES

A. **Appointment of City Manager.** City does hereby agree to employ Engeland in the capacity of City Manager with a work start date of July 19, 2021 ("Effective

Date”). Engeland’s employment is “at-will” and Engeland serves at the pleasure of the City Council.

B. **Duties.** Engeland shall perform the functions and duties specified under the Government Code of the State of California, the Los Altos Municipal Code, and Ordinances and Resolutions of the City, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

C. **Term of Agreement.** This Agreement shall commence upon execution by Parties and continue for a period expiring three (3) years after the Effective Date (“Expiration Date”), or until this Agreement is otherwise terminated pursuant its terms. The City Council may consider extending the term of the Agreement at any time during the term of the Agreement, but at a minimum, will consider adding one additional year to the term of the Agreement at the conclusion of each annual review period for Engeland as part of the annual review process. Nothing in this Agreement shall prevent, limit or otherwise interfere with (a) Engeland’s at-will status; (b) the right of the City to terminate the services of Engeland as provided herein; or (c) the right of Engeland to resign from his position as provided herein.

D. **Agreement Term Renewal.** This Agreement shall automatically renew unless the City gives Engeland timely notice of a non-renewal. The City must give Engeland written notice of non-renewal at least six months prior to the Expiration Date and any succeeding expiration dates. Unless such notice of non-renewal is given, this Agreement shall automatically renew, starting on the applicable expiration date (“Renewal Effective Date”), on the terms and conditions set forth herein (as such may be amended from time to time) for an additional one-year term. The City reserves the right to propose changes to the terms and conditions set forth in the Agreement for the additional one-year term, and any such changes that are agreed to by the Parties shall be done pursuant to Section 7F below. This Section 1D, however, in no way prevents the City from exercising its rights under Section 6A.

E. **Hours of Work.** Engeland is expected to devote the necessary time outside normal office hours to the business of the City. To that end, Engeland shall be allowed flexibility in setting his own office hours, provided that Engeland shall work as necessary during customary business hours to satisfactorily perform his City Manager duties and responsibilities and be available to other City staff during customary business hours. This position is exempt from the Fair Labor Standards Act overtime pay requirements; therefore, Engeland shall not be entitled to additional compensation for any work performed in excess of the City’s regular workweek.

Engeland shall keep the City Council and his direct reports aware of his office schedule.

F. **Exclusive Employment.** The employment provided for by this Agreement shall be Engeland’s sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, subject to prior approval by the City Council, Engeland may elect to accept limited teaching, consulting or other business opportunities which do not interfere with or create a conflict of interest (or

the appearance of a conflict of interest) with the performance of his duties or obligations under this Agreement, or place the City, the City Council or the Engeland in an unfavorable light.

SECTION 2. COMPENSATION – SALARY AND BENEFITS

A. **Salary.**

1. Initial Base Salary. City shall pay Engeland an annual base salary of Two Hundred Forty-five Thousand and Ninety-five Dollars (\$245,095) (“Base Salary”). Salary shall be paid in bi-weekly installments at the same time as other employees of City are paid.

2. Changes to Compensation. Should the City Council, upon completion of its annual review of Engeland’s performance pursuant to this Agreement, determine that Engeland has met City’s performance expectations, the City Council may consider an increase in Engeland’s compensation. Said consideration may include factors such as employee performance level, salary survey data and compensation increases granted to other City management employees. Engeland understands and agrees that he has no entitlement to an increase in compensation. City Council will inform Engeland of its decision. Changes to compensation may include adjustment to base salary, bonus, or other discretionary benefits as determined by the City Council.

B. **Benefits.**

1. CalPERS. Engeland will be enrolled into the California Public Employees Retirement System (CalPERS). The terms of the contract between City and CalPERS and applicable law shall govern the eligibility for and level of benefits to which Engeland is entitled. Based on Engeland’s hire date and date of entry into CalPERS, Engeland shall be classified as a “new member” as defined by Government Code Section 7522.04(e). With respect to retirement compensation and all other relevant respects, City will comply with Government Code Section 7522 *et. seq.*, including but not limited to the employee cost-share, the cap on pension benefits, and the three-year average for calculating final compensation.

As a new member retirement benefits are pursuant to the California Public Employee’s Retirement Reform Act of 2013 (PEPRA) Section 7522.10, employees hired on or after January 1, 2013 will have a retirement formula of 2% @ 62 and will pay 50% of the normal CalPERS retirement cost. Employee contribution is currently set at 6.25% and is subject to change based on CalPERS actuarial. CalPERS formula and benefit are subject to change based on future CalPERS law modifications and City policy. The City does not participate in Social Security nor is it currently enrolled for State Disability Insurance.

2. Benefits. Except as otherwise set forth in this Agreement, in addition to the benefits specified herein, Engeland shall be eligible to participate in any and all employee benefits otherwise accorded to City’s unrepresented employees, and not covered under a Memorandum of Understanding, including without limitation to participation in health, dental, vision and other supplemental benefits, and those benefits may be subject to change.

3. Vacation. As of the Effective Date, Engeland shall be credited with eighty (80) hours of vacation and with the equivalent of 10-11 years of continuance service for

purpose of setting a vacation accrual schedule, thus providing an effective rate of one hundred forty-four (144) hours per year. Engeland shall be entitled to accrue, use, or redeem vacation leave in whatever manner is permitted pursuant to City policy, as same may be amended from time to time by action of the City Council.

4. Sick Leave. As of the Effective Date, Engeland shall be credited with forty (40) hours of sick leave and accrue sick leave at a rate of ninety-six (96) hours per year. Engeland shall be entitled to accrue, use, or redeem sick leave in whatever manner is permitted pursuant to California Labor Code Section 246.5 or any other applicable City policy, as same may be amended from time to time by action of the City Council.

5. Management Leave. As of the Effective Date, Engeland shall be credited with twenty-four (24) hours of Management Leave, and he will thereafter accrue Management Leave at the rate of one hundred twenty (120) hours per year. Engeland shall be entitled to accrue, use, or redeem Management Leave in whatever manner is permitted pursuant to City policy, as same may be amended from time to time by action of the City Council.

SECTION 3. ADDITIONAL EXPENSES

A. **Professional Development, Dues and Subscriptions.** City agrees to pay for the professional dues, subscriptions, and other costs of Engeland deemed necessary for his participation in national, state, regional, and local associations and organizations and in meetings, conferences, and training related thereto, including but not limited to the International City/County Management Association, League of California Cities, and County City Managers' Association, which are considered mutually desirable for his continued professional participation and growth and for the good of the City, subject to budgetary approval and City Council oversight.

B. **Business Expenses.** City shall reimburse Engeland for all necessary and appropriate business expenses, including, but not limited to, the costs of business meetings, business meals, staff functions and special events attended in an official capacity, subject to any guidelines the City Council may impose. Any expenditures must be in conformance with any applicable City reimbursement policy.

C. **Vehicle and Cell Phone Expenses.** Notwithstanding Section 2 above, Engeland: (1) is entitled to an auto allowance the same as the City Directors (that is \$350.00 per month at the Effective Date), which shall not be considered pensionable compensation pursuant to Government Code Section 7522.34(c)(7); (2) shall have access to City pool cars consistent with City policies; and (3) will be provided with a cell phone for business use, however he is not entitled to allowance or reimbursement of expenses associated with use of that cell phone.

SECTION 4. RELOCATION AND HOUSING ASSISTANCE

A. **Relocation Assistance.** City shall provide up to \$15,000 reimbursement to Engeland for actual and documented expenses associated with moving

and temporary storage of household goods for this City Manager position. Reimbursement will be made upon presentation to City of receipt(s) for reasonable costs.

B. Temporary Housing Assistance.

On or about the Effective Date, Engeland agrees to reside within the corporate limits of the City.

1. **Temporary Housing Assistance.** The Parties contemplate that, starting on the Effective Date, and during the term of the Agreement, the City will provide assistance to Engeland for the rental or lease of housing in Los Altos through a cash payment to be dispersed to Engeland in equal payments monthly. The City will bear the actual and reasonable monthly rental or lease cost in the amount of Two Thousand Five Hundred (\$2,500) Dollars per month, which shall not exceed a total annual amount of Thirty Thousand (\$30,000.00) Dollars. The City shall provide this Temporary Housing Assistance for 3 years following the Effective date, or until Engeland decides to purchase a primary residence pursuant to Section 4B2 below, whichever occurs first. Such housing shall be located within the corporate limits of the City. This housing assistance shall not be considered pensionable compensation pursuant to Government Code Section 7522.34(c)(7). Engeland will keep accurate records related to such lease or rental payments.

2. **Primary Residence Purchase Assistance.** If during the term of the Agreement, Engeland decides to purchase a primary residence within the corporate limits of the City, the City agrees to negotiate in good faith an agreement with Engeland whereby the City provides some form of financial assistance toward the purchase of the residence. The amount of the City's assistance and Engeland's contribution, the method of financing, and other elements of a purchase transaction will be determined through good faith negotiations and mutual agreement and documented in an amendment to this Agreement. Engeland's performance of his duties and responsibilities as City Manager will also be factored into such negotiations.

At no time will the City provide both the Temporary Housing Assistance and the Primary Residence Purchase Assistance at the same time.

SECTION 5. PERFORMANCE REVIEW

The intent of the Parties is that there be open and constructive communication between the City Council and City Manager regarding the City Manager's performance and City Council expectations regarding such performance.

A. Initial Performance Expectations. Within sixty (60) days of the Effective Date, the City Council will establish performance expectations for Engeland.

B. **Annual Review.** The City Council shall conduct annual reviews of Engeland's performance on or around the anniversary of the Effective Date. The objective of such review shall be to maintain an optimal working relationship and a mutual understanding and agreement on duties, responsibilities, and priorities between Engeland and the City Council. Performance expectations are an integral part of the evaluation and may be updated from time to time throughout the year.

C. **Use of Facilitator.** Either the City Council or Engeland may request the involvement of an outside facilitator in such annual reviews. Engeland will arrange for such services with a mutually agreed upon facilitator in a manner that ensures the completion of the entire review process in a timely manner and consistent with the terms of the Agreement.

SECTION 6. TERMINATION AND SEVERANCE

A. **Termination by the City.** The following provisions apply to any termination of Engeland's employment by the City:

1. Engeland is an at-will employee who may be terminated for any or no reason, and Engeland shall serve at the will and sole pleasure of the City Council. In the event Engeland is terminated for any reason prior to the expiration of the employment term, or any extension, except as otherwise specifically stated in the Agreement, including subsections 6.A.2, 6.A.5 and 6.B below, City shall pay Engeland a severance payment described herein, provided, however, that such severance payment shall be contingent on Engeland first executing a release and waiver of all rights to sue the City or any city employee or official, which release and waiver shall be drafted by the city attorney or designee.

The severance payment that Engeland shall be entitled to shall be as follows: If the City decides to terminate Engeland, City shall provide six-month's notice and (i) a lump sum payment equal to six (6) months base salary or the number of months left on the unexpired term of the Agreement (whichever is less), (ii) cash out of any accrued leave balances that are compensable (per City policy) upon termination of employment, and (iii) pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), the City shall reimburse Engeland for COBRA eligible benefits, subject to presentation of receipts, for a six-month period after termination, or until Engeland either secures full-time employment or obtains other health insurance coverage, or the number of months left on the unexpired term of the Agreement, whichever of these events occurs first. Engeland shall notify City within five (5) days of securing new full-time employment or acquiring health insurance coverage. If Engeland is willing and able to perform his duties under this Agreement, Engeland will continue performing his duties as City Manager during the six-month notice period referenced above, unless otherwise approved by the City Council.

Any severance payment shall exclude all other benefits, such as retirement, health, vision, and dental benefits. In addition, vacation and sick leave accrual shall immediately cease upon the date of City's notification to Engeland that his employment will be terminated. The severance pay shall be computed from the effective date of Engeland's termination. The intent of these provisions is to comply with Government Code section 53260.

This Section shall not apply to non-renewal of this Agreement as set forth in Section 1.D.

2. The City may terminate this Agreement immediately for Engeland's willful negligence, dishonesty, fraud or because of his conviction of any felonious act, any other illegal act involving use of Engeland's position for personal gain, any crime involving moral turpitude, any material breach of this Agreement. City shall have no obligation to pay the severance or the other benefits set forth in Section 6.A of this Agreement. Such termination shall herein be referred to as a termination "for cause." Notwithstanding the use of the term "cause" herein, nothing herein contained shall be deemed to create or establish a property right or a right to continuing employment in the position of employment of Engeland or affect City's right to terminate the employment of Engeland with or without cause in accordance with this Agreement.

3. Termination of this Agreement shall require at least three affirmative votes of the City Council at a lawfully called meeting, as provided by the provisions of the Ralph M. Brown Act (California Government Code §54950 et seq.). Effective date of Termination is at the discretion of the City Council. Except for a "for cause" termination pursuant to Section 6.A.2, the City shall take no action to terminate the services of Engeland before the second Tuesday of March immediately following a regular election at which one or more new members are elected to the City Council, thereby allowing new Councilmembers adequate time to assess Engeland's performance.

4. In the event that the City Council formally asks Engeland to resign and he is willing and able to perform his duties under this Agreement and the Los Altos Municipal Code, then Engeland shall be entitled to resign and still receive the severance benefits outlined in section 6.A, provided he agrees to the release and waiver requirements in section 6.A.

5. In the event that, at the time of termination, Engeland is under investigation by any law enforcement agency for any reason that would meet the definition of a "for cause termination" as defined in Section 6.2, City may withhold all or part of such severance pay until it is determined if charges will be filed, and if charges are filed, until final judgment is rendered.

6. Upon termination or expiration of this Agreement, Engeland agrees to cooperate with the City in any pending lawsuit or legal matters in which he may have relevant information.

B. Termination by Manager. Due to the important nature of Engeland's duties to the City, Engeland shall not terminate this Agreement during the initial two (2) year Term of this Agreement without cause, unless City agrees to such termination in writing. Thereafter, Engeland may terminate this Agreement through a resignation by giving the City notice of his intent to resign and providing an effective date for his resignation that is at least thirty (30) days' after he provides notice of his intent to resign. Engeland and the City agree that the City has discretion to select an effective date for the resignation that is earlier than the effective date stated by Engeland. If Engeland terminates this Agreement through a resignation, he is not entitled to receive any severance payment.

In the event Engeland terminates his employment under this Agreement, the provisions of this Agreement and all compensation and benefits owed Engeland under it shall cease upon

the effective date of such termination as determined by City.

SECTION 7. GENERAL PROVISIONS

A. **Indemnification.** City agrees to defend, hold harmless and indemnify Engeland against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Engeland's duties. City is not required to indemnify Engeland for any illegal acts committed by Engeland but may agree to do so, in its discretion.

B. **Bonding Requirements.** City shall bear full cost of the fidelity bond required of Engeland under any law or ordinance in connection with his duties hereunder. This Agreement shall be deemed void and of no effect if Engeland is unable to qualify for any such fidelity bond prior to the Effective Date.

C. **Other Terms and Conditions.** The Council, in consultation with Engeland shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Engeland provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement or State law.

All provisions of the City Code and regulations and rules of City relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions pertaining to City Department Heads as they now exist or hereafter may be amended, except as otherwise set forth herein also shall apply to Engeland.

D. **Severability.** If any provision, or portion thereof, contained in the Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed servable and shall remain in full force and effect.

E. **Notices.** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Mayor and City Council
City of Los Altos
One North San Antonio Road
Los Altos, CA 94022

Gabriel Engeland, City Manager
City of Los Altos
One North San Antonio Road
Los Altos, CA 94022
(or to Engeland's home address on file)

Notices also may be personally served in the same manner as applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission by the United States Postal Service. Either party hereto may change their respective address of record by providing written notice thereof in accordance with this Section.

F. **Amendments.** Any amendments to this Agreement must be in writing and executed by both Parties.

G. **General Provisions.** The text herein shall constitute the entire Agreement between the Parties.

1. No provisions of this Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is agreed to in writing by the City and Engeland. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement shall be deemed a waiver of other provisions or conditions hereof.

2. This Agreement contains the entire agreement and understanding between the Parties and contains all of the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Engeland acknowledges that he has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

3. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the Parties, provided, however, that Engeland may not assign his obligations hereunder.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and venue for any action concerning this Agreement shall be limited to the Superior Court for the County of Santa Clara.

5. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

6. The Parties hereto acknowledge and agree that, although this Agreement has been drafted by City's legal counsel, Engeland has reviewed, or had an opportunity to review, the terms of this Agreement with his legal counsel. Consequently, the doctrine that ambiguities in an agreement should be resolved against the drafting party shall not be employed in connection with this Agreement and this Agreement shall be interpreted in accordance with its fair meaning.

7. Unless provided for otherwise by this Agreement, all provisions of the Los Altos Municipal Code Chapter 2.01 (as amended) entitled "City Manager," which are applicable to the City Manager shall remain in full force and effect.

8. Required provisions of California Government Code 53243-53243.4 (and as subsequently amended) are hereby agreed to and expressly made a part of this Agreement.

In witness hereof, the undersigned have executed this Agreement. This Agreement may be executed in counterparts, and each counterpart shall be deemed a duplicate original. A copy

of a signature shall be deemed equivalent to an original signature. Electronic, fax and email signatures are equally binding as originals.

Gabriel Engeland

_____  _____

CITY OF LOS ALTOS:

By: Neysa Fligor, Mayor

ATTEST:

Andrea Chelemengos, City Clerk

APPROVED AS TO FORM:

Jolie Houston, City Attorney

LACC - Legislative Subcommittee

Submission to Council for consideration on June 22, 2021

Summary of Proposed Positions:

| Bill | Vice Mayor's Position | Councilmember Weinberg's Position |
|---|--|---|
| SB 9 (Lot splits) <i>(Council's current position is to oppose unless amended.)</i> | Oppose <i>(At the June 8, 2021 meeting, the Council voted 3-2 against opposing SB 9.)</i> | The Council should withdraw its letter of opposing SB 9 unless amended. Based on the Council decision on June 8, 2021 not to oppose SB 9 outright, a proposed letter of support is also included for the Council's consideration |
| SB 16 (Disclosure of police records) | Oppose | Support |
| AB 989 (Housing Admin. Review Bd.) | Oppose | Remain Neutral (send no letter) |
| AB 1401 (Parking) | Oppose | Support |

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SB 9:

Summary from the League of Women Voters (not endorsed by the Vice Mayor):

“The Planning and Zoning Law provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions. This bill, among other things, would require a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, but not limited to, that the proposed housing development would not require demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural walls, except as provided, and that the development is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.”

Summary Provided by the Vice Mayor:

- Allows “by right” lot splits in all single-family zones and the construction of 2 units on each split, thus a by right construction of up to 4 units on any current single-family lot in Los Altos (there is a minimum lot size in the bill but it appears there are no such small lots in Los Altos). Lot split must be approximately equal, or no more than 60/40.
- There is an option to build a single home with ADU and/or JDU on either or both splits, depending on how the development proceeds (thus a maximum of 6 units on the formerly single-family lot).
- Requires ministerial approval of the development. For example, in Los Altos that means staff approval instead of Design Review Commission process for 2 stories.

- City may apply objective development standards unless they preclude the development. The development standards must allow each unit to be at least 800 square feet.
- Required side and rear setbacks cannot be greater than 4 feet. However, if a structure is replaced on the same footprint and the existing structure has smaller setbacks, those setbacks apply.
- Exempted from the bill are parcels where existing development has been rented for the past three years and/or is under rent control for moderate or below income levels. This, and a few other exceptions, would have rare application in Los Altos.
- Can require 1 on-site parking space per unit unless within ½ mile walking distance of a “major transit stop” or “high-quality transit corridor,” in which case the city cannot impose any on-site parking requirement.
- Until January 1, 2027, the city may impose an “owner occupancy requirement” if the applicant intends to occupy one of the housing units as their principal residence for a minimum of one year from the date of the approval of the urban lot split. The bill does not specify how a city would establish such “intent.”

Anticipated Impact on Los Altos:

Unknown. Los Altos’ neighborhoods have large, single family lots which could be subdivided under the proposed law and have up to four residential units where only one previously existed, with the potential for additional ADU/JADU units in some circumstances. The decision to subdivide is up to the individual property owner; it is unknown whether or how many lots in Los Altos will be subdivided per SB 9. This would increase Los Altos’ inventory of housing units. It will also increase density.

Council’s previous position: Oppose unless amended

Cal Cities’ position: Oppose

Cities Association of Santa Clara County: Oppose

League of Women Voters’ position: Support

SB 16:**Summary from the League of Women Voters (not endorsed by the Vice Mayor):**

“Would make every incident involving force that is unreasonable or excessive, and any sustained finding that an officer failed to intervene against another officer using unreasonable or excessive force, subject to disclosure. The bill would require records relating to sustained findings of unlawful arrests and unlawful searches to be subject to disclosure. The bill would also require the disclosure of records relating to an incident in which a sustained finding was made by any law enforcement agency or oversight agency that a peace officer or custodial officer engaged in conduct involving prejudice or discrimination on the basis of specified protected classes. The bill would make the limitations on delay of disclosure inapplicable until January 1, 2023, for the described records relating to incidents that occurred before January 1, 2022.”

NOTE: This bill proposes that “[a]n incident *involving a complaint that alleges* unreasonable or excessive force” would be disclosed.
(Emphasis added.)

Summary provided by the Vice Mayor:

Two of the primary changes in the current law.

1. Establishes new retention periods for information regarding certain complaints to be not less than 5 years for complaints not sustained and not less than 15 years for complaints that are sustained.
2. Revises one and adds one category of complaints that must be disclosed. Specifically “..the following peace officer or custodial officer personnel records and records maintained by a state or local agency

shall not be confidential and shall be made available for public inspection pursuant to the California Public Records Act.”

(b)(1)(A) A record relating to the report, investigation, or findings of any of the following:

(i) [no change] An incident involving the discharge of a firearm at a person by a peace officer or custodial officer.

(ii) [no change] An incident involving the use of force against a person by a peace officer or custodial officer that resulted in death or in great bodily injury.

(iii) [revised] An incident involving a complaint that alleges unreasonable or excessive force.

(iv) [new] A sustained finding that an officer failed to intervene against another officer using force that is clearly unreasonable or excessive.

Anticipated Impact on Los Altos:

Probably little to none. Los Altos has very few allegations of police impropriety.

Council’s previous position: None

Cal Cities’ position: Oppose

League of Women Voters’ position: Support

AB 989:

Summary from the League of Women Voters (not endorsed by the Vice Mayor):

“The Housing Accountability Act prohibits a local agency from disapproving, or conditioning approval in a manner that renders infeasible, specified housing development projects, including projects for very low, low-, or moderate-income households and projects for emergency shelters that comply with applicable, objective general plan, zoning, and subdivision standards and criteria in effect at the time the application for the project is deemed complete, unless the local agency makes specified written findings based on a preponderance of the evidence in the record. This bill would establish a Housing Accountability Committee, and would prescribe its membership.”

Summary provide by the Vice Mayor:

Excerpt from Legislative Counsel’s Digest, followed by select provisions about the composition of the proposed committee.

Legislative Counsel’s Digest

AB 989, as amended, Gabriel. Housing Accountability Act: appeals:

Housing Accountability Committee.

...

This bill would establish a Housing Accountability Committee, and would prescribe its membership. The bill would authorize an applicant who proposes a housing development project pursuant to the Housing Accountability Act, as described above, to appeal a local agency’s decision on the project application to the committee. The bill would prescribe the qualifications of proposed housing developments that would be eligible for appeals and timelines within which applicants,

the committee, and local agencies would be required to act. The bill would require, among other things, the local agency to transmit a copy of its decision and reasoning to committee.

This bill would require the committee to vacate a local decision if it finds that the local agency disapproved the housing development or conditioned the approval of the housing development in violation of the Housing Accountability Act. The bill would require the committee to order the local agency to issue any necessary approval for the development and, if applicable, to modify or remove any conditions or requirements that violate the act.

This bill would require a local agency to carry out a committee order within 30 days of entry, and if the local agency fails to do so, the bill would authorize an applicant to enforce the committee orders in court. The bill would entitle the applicant to attorney's fees and costs, and would additionally authorize the court to impose specified fines on the local agency. The bill would authorize the department to charge applicants a fee for an appeal, as specified, and if the committee orders approval of the proposed development or modifies or removes any conditions or requirements imposed upon the applicant, the bill would require a local agency to reimburse the applicant for the fee. By increasing the duties of local officials, this bill would impose a state-mandated local program.

....”

[End Legislative Counsel's Digest]

The 8-member committee would include the head of HCD and the Governor's Office of Planning and Research (or their designees) as ex officio members. The other six would be appointed by the Governor with the advice and consent of the Senate:

“(A) Notwithstanding Section 1099, two members shall be a member of a city council or board of supervisors. One member shall represent a small jurisdiction and one member shall represent a large jurisdiction.

(B) Two members shall have extensive experience in the development of affordable housing.

(C) Two members shall be neither a member of a city council or county board of supervisors nor have extensive experience in the development of affordable housing.

(3) The appointed members shall serve for terms of two years each, at the pleasure of the Governor.

(4) The director of the department shall designate the chairperson.”

Anticipated Impact on Los Altos:

Unknown. Depends entirely on when and how proposed developments are denied.

Council’s previous position: None

Cal Cities’ position: Oppose

American Planning Association: Neutral (APA Calif. Chapter letter of neutrality is included with this report.

AB 1401:

Summary from the League of Women Voters (not endorsed by the Vice Mayor):

“Would prohibit a local government from imposing a minimum automobile parking requirement, or enforcing a minimum automobile parking requirement, on residential, commercial, or other development if the development is located on a parcel that is within one-half mile walking distance of public transit, as defined. The bill would not preclude a local government from imposing requirements when a project provides parking voluntarily to require spaces for car share vehicles. The bill would prohibit these provisions from reducing, eliminating, or precluding the enforcement of any requirement imposed on a new multifamily or nonresidential development to provide electric vehicle parking spaces or parking spaces that are accessible to persons with disabilities, as specified.”

Summary provided by the Vice Mayor

Very simple and straightforward. The city could not impose any minimum parking requirement on residential, commercial, or other development if the parcel is within one-half mile walking distance of public transit, except for electric vehicles and disabled parking. Key provisions quoted:

“SECTION 1.

Section 65863.3 is added to the Government Code, to read:
65863.3.

(a) A local government shall not impose a minimum automobile parking requirement, or enforce a minimum automobile parking requirement, on residential, commercial, or other development if the parcel is located within one-half mile walking distance of public transit.

(b) When a project provides parking voluntarily, nothing in this section shall preclude a local government from imposing requirements on that voluntary parking to require spaces for car share vehicles.

(c) Subdivision (a) shall not reduce, eliminate, or preclude the enforcement of any requirement imposed on a new multifamily residential or nonresidential development to provide electric vehicle parking spaces or parking spaces that are accessible to persons with disabilities that would have otherwise applied to the development if this section did not apply.”

Anticipated Impact on Los Altos:

In the opinion of the Vice Mayor: Uncertain. If “public transit” is interpreted to include all bus routes, then it would apply to properties within ½-mile of routes along El Camino, San Antonio, and El Monte, and perhaps others.

In the opinion of Mr. Weinberg: Los Altos is not close enough to a qualified transit center for any of its’ lots to be affected by the current version of this bill.

Council’s previous position: None

Cal Cities’ position: Oppose

League of Women Voters’ position: Support

SB 9 – Council’s current position



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

May 13, 2021

The Honorable Toni Atkins
President pro Tempore, California State Senate
State Capitol Building, Room 205
Sacramento, CA 95814

**RE: SB 9 (Atkins) Increased Density in Single-Family Zones
Oppose Unless Amended (As Introduced 12/7/2020)**

Dear Senate President pro Tempore Atkins,

The City of Los Altos writes to express an Oppose Unless Amended position on your SB 9, which would require a local government to ministerially approve a housing development containing two or more residential units in single-family residential zones. Additionally, this measure would require local governments to ministerially approve urban lot splits.

Housing affordability and homelessness are among the most critical issues facing California cities. Affordably priced homes are out of reach for many people and are not being built fast enough to meet the current or projected needs of people living in the state. Cities lay the groundwork for housing production by planning and zoning new projects in their communities based on extensive public input and engagement, state housing laws, and the needs of the building industry.

While your desire to pursue a housing production proposal is appreciated, unfortunately, SB 9 as currently drafted would not spur much needed housing construction in a manner that supports local flexibility, decision-making, and community input. State driven ministerial or by-right housing approval processes fail to recognize the extensive public engagement associated with developing and adopting zoning ordinances and housing elements that are certified by the California Department of Housing and Community Development (HCD).

Los Altos is a charming and unique city that is almost fully developed. Our community, staff, and City Council recognize that California faces a housing crisis and that the solution must be regional. We stand ready to do our part to cooperate with the State and our Council of Governments (ABAG). However, we respectfully request that you and your colleagues take note of the fact that we have the least parkland and green space of all our neighbors, that our community is one of the more mature in Santa Clara County, and that SB 9 will change the longstanding character of our neighborhoods significantly. We know that other cities are facing their own challenges in balancing the goals of SB 9 with their own, unique circumstances. SB 9 is, regrettably, another attempt to impose a one-size-fits-all requirement that will not necessarily achieve the beneficial

RE: SB 9 (Atkins) Increased Density in Single-Family Zones
Oppose Unless Amended (As Introduced 12/7/2020)
May 13, 2021
Page 2

results sought. We believe giving local jurisdictions incentives is the better approach and would best achieve the intended goals of SB 9.

If SB 9 were to move forward in its current form, then the City of Los Altos requests the following amendments in order to address our concerns and remove our opposition:

- Clarify that a property owner using SB 9 is limited to constructing no more than twice the number of units as would be permitted if the lot had not been split;
- Require a housing developer to acquire a building permit within thirty months of a recorded lot split, so that speculators do not sell lots and never build homes;
- Allow local governments to require adequate access for police, fire and other public safety vehicles and equipment;
- Prohibit developers from using SB 9 in very high fire hazard severity zones;
- Ensure HCD provides Regional Housing Needs Allocation (RHNA) credit for production of SB 9 units; and
- Allow local governments to continue to determine reasonable parking standards in accord with the spirit of the bill.

For these reasons, the City of Los Altos opposes SB 9 (Atkins) unless it is amended to address our concerns.

The City of Los Altos is committed to being part of the solution to the housing shortfall and will continue to work collaboratively with you to spur much needed housing construction. Thank you for considering the above amendments.

Sincerely,



Neysa Fligor, Mayor
City of Los Altos

- cc. Hon. Senator Scott Wiener, Chair, Senate Housing Committee
Hon. Senator Josh Becker
Hon. Assembly member Marc Berman
Jason Rhine, League of California Cities
Seth Miller, League of California Cities (Via email: cityletters@cacities.org)
Los Altos City Council Members

**SB 9 – Withdrawal of opposition unless amended;
Submitted for Consideration by the Council by Mr. Weinberg**

[Assembly Committees, as assigned]

**RE: SB 9 (Atkins) Increased Density in Single-Family Zones
Notice of Withdrawal of Opposition Unless Amended**

Dear Assemblymember _____:

The City of Los Altos is pleased to *withdraw its position of oppose unless amended* to SB 9. As currently amended, SB 9 would permit the owner of a parcel zoned for a single family residence to subdivide the lot and build no more than two units on each of the subdivided parcels (a duplex on each parcel). While the legislature has not incorporated every amendment we proposed in our May 13, 2021 letter, Los Altos neither opposes nor supports SB 9 as currently amended.

In summary, the City of Los Altos is now neutral on SB 9 as amended. If you have questions, or wish to discuss our position, please do not hesitate to contact me at nfligor@losaltosca.gov.

Sincerely,

SB 9 – Support; Submitted for Consideration by the Council by Mr. Weinberg

[Assembly Committees, as assigned]

**RE: SB 9 (Atkins) Increased Density in Single-Family Zones
Notice of Support**

Dear Assemblymember _____:

The City of Los Altos writes to express our support of SB 9, which would ease some of the barriers to building smaller homes by streamlining approval of single family lot splits as well as allowing two units on these newly created lots. ***This is a change from our former position (oppose unless amended).*** SB 9 promotes small-scale neighborhood development by allowing up to four units of housing on lots zoned as single-family.

This bill builds upon recent changes to accessory dwelling unit (ADU) law, which allow three units on a single-family parcel. At the request of the property owner, the local jurisdiction must allow all lots of at least 2,400 square feet to be split into two approximately equal lots by ministerial action; there could be a 40% / 60% split but neither lot could be smaller than 1,200 square feet.

California's housing crisis is fueled by restrictive zoning, as over 70% of our state is zoned as single-family residential. We currently have a statewide housing shortage of approximately 3.5 million homes. Homeownership in California is at its lowest rate since World War II. More and more often, home buying is becoming a privilege only available to the wealthiest. In most major California cities, fewer than 42 percent of households earn enough to purchase even the typical entry-level home. As a result, many renters will have little to no option to enter the housing market and begin to build equity. In addition, this problem has a disproportionate impact on Black and Latinx households.

The type of "missing middle" housing, or medium density housing, that this bill is

trying to incent is appropriate for renters or first-time homebuyers. The new housing must comply with local objective design standards, unless the standards would physically preclude either of the two units from being at least 800 square feet in area, so it should fit into existing neighborhoods. In addition, there are significant renter protections against displacement and short-term rentals are prohibited in these new developments.

Los Altos is a fully developed community, and we are fortunate to have neighborhoods of single-family residences with large lots. Our community wants to do its part to ease the housing crisis. If passed, SB 9 would give our residents more opportunities to be part of the solution.

For these reasons, Los Altos strongly supports SB 9 as an important step toward addressing the “missing-middle” problem and ameliorating California’s housing crisis. If you have questions, or wish to discuss our position, please do not hesitate to contact me at nfligor@losaltosca.gov.

Sincerely,

SB 16 – Oppose; proposed by the Vice Mayor

[Assembly Committees, as assigned]

SB 16 (Skinner) Peace Officers. Release of Records

Notice of Opposition (As Amended May 20, 2021)

Dear Assemblymember _____:

The City of Los Altos respectfully opposes SB 16. While the overly punitive imposition of fines and other monetary damages have been removed from the original bill, the measure remains excessive in the types of personnel records it makes subject to disclosures.

We support maintaining the confidentiality of personnel matters and protecting public safety personnel discipline records from public disclosure, as appropriate.

As amended, SB 16 would unjustifiably expand SB 1421 by providing for the disclosure of police personnel records for every incident alleging use of force, regardless of whether the officer was exonerated or if a complaint was not sustained. This provision is neither practical from an administrative standpoint nor helpful toward to objective of fostering trust between law enforcement and the communities they serve. The release of officer records for every single incident involving any use of force, or an allegation of unreasonable or excessive force – especially those in which the officer is entirely within departmental policy – will generate the misperception that there was “something wrong” with the officer’s conduct.

Our communities can benefit from continued dialogue around law enforcement review and discipline. Unfortunately, this measure is not limited in how it would open police officer personnel records to the public. This policy imbalance that prioritizes public disclosure of records over an officer’s privacy, regardless of whether they were proven to have exhibited proper conduct, is disconcerting.

DISCUSSION ITEM

Agenda Item # 15

For these reasons, the City of Los Altos opposes SB 16.

If you have questions, or wish to discuss our position, please do not hesitate to contact me at nfligor@losaltosca.gov.

Sincerely,

SB 16 – Support; proposed by Mr. Weinberg

[Assembly Committees, as assigned]

SB 16 (Skinner) Peace Officers. Release of Records

Notice of Support (As Amended May 20, 2021)

Dear Assemblymember _____:

The City of Los Altos proudly writes to express its support of SB 16, which expands on SB 1421 to facilitate disclosure of records relating to use of force, wrongful arrests and searches, sexual assault, and dishonesty.

SB 16 requires disclosure of records related to incidents involving sustained prejudice or discrimination based on seventeen specified protected classes, thereby expanding transparency while preserving investigatory and safety interests of law enforcement. The bill requires complaints to be retained indefinitely and ensures that records are subject to release even if a peace officer resigns prior to completion of an investigation. Furthermore, the bill requires hiring agencies to review any files of misconduct prior to hiring a peace officer. Finally, it imposes fines if timely disclosure is not forthcoming.

Democratic government depends on the informed and active participation of its citizens and requires that government protect the citizen's right to know by making public records accessible. Citizens have the right to be informed, to be heard, and to be involved not only in, but beyond elections. The ability to monitor and act on information related to police misconduct also enables us to be informed participants in the development of policies and procedures to address and prevent abuses.

Los Altos is proud of the service our police department provides to the community. Our peace officers truly are public servants and are a vital to the success of our agency's mission. Our police are effective only to the extent residents trust their

DISCUSSION ITEM

Agenda Item # 15

professionalism. SB 16 seeks to increase transparency which can only increase that level of trust.

If you have questions, or wish to discuss our position, please do not hesitate to contact me at nfligor@losaltosca.gov.

Sincerely,

AB 989 – Support; proposed by the Vice Mayor

[Senate Committees, as assigned]

RE: Assembly Bill 989 (Grayson) Appeals. Housing Accountability Committee.
Notice of Opposition (As Amended May 3, 2021)

Dear Senator _____:

The City of Los Altos joins the League of California Cities in strongly opposing AB 989 (Gabriel), which would create a new state appeals committee within the California Department of Housing and Community Development (HCD) composed of eight members, all appointed by the Governor, with a panel of five members hearing each appeal.

Housing affordability is a critical issue, and we are working to expand the opportunities for housing projects consistent with the numerous State laws that govern our Housing Element and relevant zoning standards. These laws include the Housing Accountability Act which allows a city – subject to proper notice, public hearings, and strict time limits – to impose conditions to mitigate the environmental impact of the project under CEQA and to require compliance with “objective quantifiable, written development standards, conditions and policies.” AB 989 allows a majority of the panel to overturn either or both of these actions if a developer argues they violate the HAA.

The HAA further allows a city – again with proper notice, public hearings, and strict time limits – to deny a project because it would have a specific, adverse impact upon the public health or safety. AB 989 again allows majority of the panel to substitute their judgment about the public health or safety of a community and overturn the denial following procedures that are not subject to public review and comment.

DISCUSSION ITEM

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Adding a hearing by the Executive Branch of State Government will not get housing built faster. Rather, it will slow development, increase conflict, and add time to the process. For these reason, the City of Los Altos OPPOSES AB 989.

If you have questions, or wish to discuss our position, please do not hesitate to contact me at nfligor@losaltosca.gov.

Sincerely,

AB 1401 – Support; proposed by Mr. Weinberg

[Senate Committees, as assigned]

RE: AB 1401 (Friedman) Residential and Commercial Development. Parking Requirements.

Notice of Support if Amended (As Amended April 19, 2021)

Dear Senator _____:

The City of Los Altos writes to express its support for AB 1401. AB 1401, as amended on April 6, would prohibit a local government from imposing or enforcing minimum automobile parking requirements for both residential and commercial developments, if such developments are located within a ½ mile of qualified public transit.

Los Altos supports the goals of this bill and other efforts that encourage developing walkable communities, enhance high-quality transit options that serve the needs of residents, and reduce reliance on private automobiles throughout cities and counties statewide. With these goals in mind, Los Altos is also supportive of encouraging housing, particularly affordable housing, and planning for the needs of all community members that may or may not rely on a car. As the state continues to focus on greenhouse gas reduction goals, reductions in vehicle miles traveled and a shift to fully electric vehicles, automobiles, whether gas or electric, will still be a part of our transportation network. Planning to ensure access to robust transit, EV infrastructure, support for other modes of transportation and options for some level of parking, depending on the development and community, are all important aspects that must be kept in mind.

As is provided for in California's density bonus law, a local jurisdiction can initiate and fund a parking study to determine if hazards or other local conditions could cause demand that indicates more parking is required than what a development is actually proposing. This language was specifically agreed to in prior changes to the density bonus statute and we believe it would be an important concept to

DISCUSSION ITEM

Agenda Item # 15

incorporate into AB 1401 so jurisdictions would have the opportunity to tailor parking reductions to local context if necessary. With this amendment, the City of Los Altos would proudly support AB 1401.

If you have questions, or wish to discuss our position, please do not hesitate to contact me at nfligor@losaltosca.gov.

Sincerely,

AB 1401 – Oppose; proposed by the Vice Mayor

[Senate Committees, as assigned]

RE: AB 1401 (Friedman) Residential and Commercial Development.

Parking Requirements.

Notice of Opposition (As Amended April 19, 2021)

Dear Senator _____:

The City of Los Altos respectfully opposes AB 1401 (Friedman), which would prohibit a local government from imposing a minimum automobile parking requirement, or enforcing a minimum automobile parking requirement, on residential, commercial, or other development if the development is located on a parcel within one-half mile walking distance of public transit.

AB 1401 would essentially allow developers to dictate parking requirements in large areas of our city because the definition of public transit includes entire bus corridors, not just high frequency bus stops or major transit stops. Restricting parking requirements within one half- mile walking distance of a high-quality transit corridor does not guarantee that individuals living, working, or shopping on those parcels will have access to public transit since proximity to a corridor does not equate to a convenient bus stop.

Further, AB 1401 would give both developers and transit agencies the power to determine parking requirements. Transit agencies would be able to dramatically alter local parking standards by shifting transit routes and adjusting service intervals, with no guarantee that such service would even be in place at the time a given project is completed or thereafter.

AB 1401 could negatively impact the application of the State's Density Bonus Law by providing developers parking concessions without also requiring developers to include affordable housing units in the project. The purpose of the Density Bonus Law is to provide concessions and waivers to developers in exchange for affordable

housing units. Such a reduction in our ability to compel the inclusion of affordable housing is contrary to the interests of California to increase the availability of such housing.

We recognize that amendments have allowed for imposition of some requirements regarding electric vehicles. However, as amended, and while well intended, AB 1401 prevents local jurisdictions from establishing appropriate parking requirements based on community needs. A one-size fits all approach to an issue that is project and location specific just does not work. For these reasons, we ask for your NO vote on AB 1401 on the Assembly Floor.

If you have questions, or wish to discuss our position, please do not hesitate to contact me at nfligor@losaltosca.gov.

Sincerely,

From: [REDACTED]
To: [Public Comment](#)
Cc: [City Council](#); [Andrea Chelemengos](#)
Subject: Public comment on April 22 Agenda Item # 15
Date: Tuesday, June 15, 2021 4:21:57 PM

Council Member Weinberg writes that the Council should withdraw its letter of opposing SB 9 unless amended, but this law remains flawed legislation and the Council should reject this recommendation and continue to oppose SB 9. Even if it has only a modest impact on the supply of housing it will not require any of them to be affordable. In fact, SB9 will increase the cost of houses by millions, and have very serious consequences for residents and potential residents, their neighborhoods and their pocketbooks.

For example, the additional residences allowed by SB9 will have a negative effect on our existing infrastructure. Where and how will we be able to provide the necessary new sewer, water, road repairs, schools and parks? How many additional vehicles will be parked on residential streets?

SB 9 is bad law and should be defeated. The state has no business micro-managing a city's zoning rules. Do not support it.

Bill Hough
Los Altos

From: [REDACTED]
To: [Public Comment](#)
Subject: PUBLIC COMMENT AGENDA ITEM 15 - JUNE 22, 2021
Date: Wednesday, June 16, 2021 8:12:00 PM

Dear Mayor Fligor and City Council Members,

I urge the Council to send the letters presented by Councilmember Weinberg supporting SB 9 and AB 1401.

SB 9 would encourage gentle density increase in Los Altos' single family neighborhoods. With our upcoming need to meet our 6th Cycle RHNA, and our need, as part of Affirmatively Furthering Fair Housing, to spread our housing throughout the city, a few more houses here and there would help.

I'll correct a minor error in the legislation description. It is incorrect that, "City may apply objective development standards unless they preclude the development. The development standards must allow each unit to be at least 800 square feet. – Required side and rear setbacks cannot be greater than 4 feet."

Rather, the city would not be able to apply objective development standards that precluded two units, each of 800 square ft, on the parcel. But if our development standards allowed two 800 square ft units, which of course they would because you would enact ordinances to make sure they did, then the applicant would have to follow those standards. The four foot setbacks only apply in the case that the city's development standards preclude two 800 square foot homes, which, again, would never happen in Los Altos. You, being wise stewards, would ensure that the city was protected, by enacting ordinances that allowed exactly what the state law required.

AB 1401 would eliminate minimum parking requirements for residential or commercial developments within half a mile of transit. This would apply to no or almost no developments in Los Altos, but in other areas of the state, it would promote the building of desperately needed housing by making it cheaper to build.

I am surprised that the Council is continuing to spend time on potential California legislation. While I certainly can't criticize anyone for delving into the minutiae of proposed legislation, there are other important issues, such as housing impact fees, review of the inclusionary zoning ordinance, and consideration of reworking Loyola Corners now that the city owns the little triangle in the middle of it, that could merit the Council's valuable time and attention.

--
-- Anne Paulson

From: [REDACTED]
To: [Public Comment](#)
Subject: Re: PUBLIC COMMENT AGENDA ITEM 15 - JUNE 22, 2021
Date: Wednesday, June 16, 2021 8:20:22 PM
Attachments: [mansion_plex.png](#)
[mansion_plex.png](#)

Another attempt at sharing the relevant image.



On Wed, Jun 16, 2021 at 8:15 PM Salim Damerdji <sdamerdji1@gmail.com> wrote:

Hi Mayor Fligor and Council Members,

I write to ask the council to support SB 9.

In 97.8% of residential areas in Los Altos, it's legal to build the luxury mansion on the left, but it's illegal to build the smaller, modest plexes on the right.

mansion_plex.png



If this isn't class-based discrimination, I don't know what is. SB 9 corrects this exclusionary zoning by giving Los Altans the choice to live in smaller, more modest homes if they so choose.

Thank you,
Salim Damerdji

Postscript:

The modest, more humble homes on the right were built before they were made illegal by single family zoning in Los Altos; in fact, they were built on San Luis Ave in 1939, more than a decade before Los Altos was incorporated as a city.

From: [REDACTED]
To: [Public Comment](#)
Subject: PUBLIC COMMENT – AGENDA ITEM 15 – JUNE 22, 2021/ OPPOSE SB9
Date: Thursday, June 17, 2021 11:40:18 AM

Dear Mayor and Council Members

I hope that you will oppose SB9. I am in favor of affordable housing, however this bill does not achieve that goal and is a badly flawed attempt to address the housing issues,

I remember when Mayor Fligor was sworn into the City Council, she said she would represent the people who voted for her and those who did not. I have heard from many residents in the community that oppose SB9 and hope you will respect their opinion with an opposing vote to SB9

The Cities Association of Santa Clara County opposes SB9 which would allow splitting of single-family lots into two. It would reduce side and rear setbacks to only four feet. It would put a terrible strain on our infrastructure such as roads and sewers. We are getting warnings from the electric company about rolling blackouts and the inability of the power grid to handle additional demand.

Please represent us, the tax paying residents of Los Altos.

From: [REDACTED]
To: [Public Comment](#)
Subject: PUBLIC COMMENT AGENDA ITEM 15 - JUNE 22, 2021
Date: Thursday, June 17, 2021 12:46:31 PM

Dear Mayor Fligor and City Council Members,

I urge the Council to send the letters presented by Council member Weinberg supporting SB 9 and AB 1401.

We need more housing options in our town. We need to provide options for young families, for our teachers, our police, our city staff, our firefighters, our nurses, our home health aides, and the variety of service workers who make our town such a wonderful place to live. Stop fighting the state and focus on what we can do NOW to make our community welcoming and more diverse.

I've lived in Los Altos for almost 29 years. I remember how excited one of my children's teachers was when she was able to purchase one of the lower-income condo units built as part of a project on Et Camino. She had been living in an illegal garage studio apartment so she wouldn't have to commute. It's terrible that people who work so hard for our community have to live in substandard conditions when they want to live near their work.

Let's create a community where we welcome and provide homes for the variety of people who work here. Let's create a community that provides a home for critical service people who will need to help us recover from a major emergency so they can easily get to work and start solving problems should the need arise. Be a City Council that cares about having a healthy and vibrant mix of people in our town.

Thank you,
Sharon Fingold

From: [REDACTED]
To: [Public Comment; Andrea Chelemengos](#)
Subject: Fw: please read this statement for Agenda item #15 June 22 meeting
Date: Monday, June 21, 2021 6:32:21 AM

On October 21, 2020 council member Lynette Lee Eng invited City Council candidates to join her in her fight to protect our single family neighborhoods.

Councilmember Jonathan Weinberg, a candidate at the time, supported Ms. Lee Eng's call to action and was quoted by the Town Crier, "To join Lee Eng in her fight to protect our neighborhoods, what civically minded person wouldn't want to do that?"

Now we've learned that Mr. Weinberg is advocating to support SB9 --legislation that will destroy our single family neighborhoods.

Why is Weinberg proposing a yes for SB9? What research led him to this conclusion?

He has not polled the citizens of Los Altos for their views on SB 9, and there has been NO neighborhood engagement for this issue.

SB9 does not provide for any affordable housing and will only destroy our neighborhoods.

Los Altos residents do not want SB9 and the City Council should oppose it.

thank you Terri Couture

***Wire Fraud is Real*. Before wiring any money, call the intended recipient at a number you know is valid to confirm the instructions.** Additionally, please note that the sender does not have authority to bind a party to a real estate contract via written or verbal communication.

From: [REDACTED]
To: [Public Comment](#)
Subject: Fw: PUBLIC COMMENT AGENDA ITEM 15- JUNE 22, 2021
Date: Sunday, June 20, 2021 8:07:22 PM

Dear Mayor and Council Members,

I went out in my yard and measured 4 feet from the property line to see how close new homes could be under SB9. That's really close. Depending on how big the house is, it would cut off the sun. I like Los Altos because it's like living in the country and I have my own space to garden and sit outside. But I would lose a lot of privacy if they built new houses so close to my yard. With one house on a lot there's room for people to have gardens and for children to play and people to let their dogs run around. I don't know if there's a limit to the size of a lot that SB9 allows to be split, but if it's not big enough it's going to be a tight squeeze for four houses. This is not a good idea and I think you should say no.

Thank you,

Tinaselene



LOS ALTOS RESIDENTS

June 20, 2021

Los Altos City Council
1 N San Antonio Road
Los Altos, CA 94022

Re: **PUBLIC COMMENT ON AGENDA ITEM #15**
Petition asking Los Altos City Council to OPPOSE SB9

Dear Mayor Fligor, Vice Mayor Enander, Council Members Lee Eng, Meadow and Weinberg:

Los Altos Residents recently forwarded a petition to Los Altos asking for their signatures if they oppose SB9 and want you, their elected representatives to stand in opposition to SB9. The petition is set out below for your information along with comments that were submitted.

I am writing to report the number of people who have signed this petition as of Sunday evening, June 20:

432 people have signed this petition asking you to OPPOSE SB9.

I will call into the Public Comments on Item #15 at the Tuesday Council Meeting to provide you with an update of the number of signatures obtained by Tuesday at 7:00pm.

We urge you abide by the wishes of your constituents and vote to OPPOSE SB9. Thank you for your consideration.

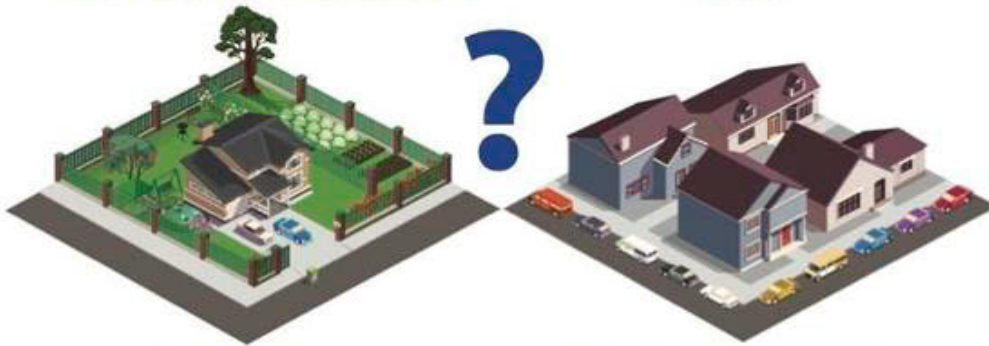
Sincerely,

Freddie Wheeler
Steering Committee Member
www.LosAltosResidents.org

Say good-bye to single family neighborhoods

Will the house next door be this?

Or this?



We, the undersigned residents of Los Altos, OPPOSE SB 9, which would eliminate single-family neighborhoods throughout California.

SB9 would allow four homes to be built where only one exists today.

Cities would be forced to approve splitting single-family lots in two, with two houses on each lot and only 4-foot side and rear setbacks required.

A boon to developers and the real estate industry, these bills ignore

§ Increased demand on schools, parks, water, sewers, power grid, public safety personnel

§ Traffic and parking requirements

§ Privacy, backyards, trees and personal green space.

§ Environmental impacts, including air quality and noise

§ Our right to determine local zoning through duly-elected representatives

SB9 does not require or provide for any affordable housing for teachers, emergency responders and service workers – all essential to the well-being of our community.

For more details on SB9, please visit [Housing Bills](#)

.....

Los Altos Petition Comments as of 6-20-21 4:30 pm

| Postal Code | Comment Date | Comment |
|-------------|--------------|---|
| 94022 | 6/12/2021 | "this is horrible legislation that will do great damage to our community." |
| 94022 | 6/14/2021 | "I oppose this sledgehammer, "zoning from on high" as opposed to thoughtful and careful local control. It takes decades to plan and build a city to be desirable, functional, and orderly but it will take just one sledgehammer (this one) to gut all that we have worked for. Please oppose state-wide zoning that strips cities and citizens of their rights to implement affordable housing plans." |
| 94022 | 6/14/2021 | "I like the spacious community we now live in." |

| | | |
|-------|-----------|---|
| 94022 | 6/20/2021 | "I am signing this because I don't believe a High Density concept is in keeping with a Town & Country town/neighborhood. The idea of high density throughout the State, as a one-fits-all fix, for the housing problem is Stoopid (Yes, that's Stupid with two oo's)." |
| 94024 | 6/12/2021 | "We bought our property as it was and it seems wrong for laws to pass that could change that." |
| 94024 | 6/14/2021 | "Keep our neighborhoods with single family homes!" |
| 94024 | 6/14/2021 | "We want to keep our town a green town, not a town of multiple buildings creating pollution in noise, air, traffic, and people. Most important mental health!" |
| 94024 | 6/14/2021 | "If I wanted to live in a crowded environment, I would have purchased a home/condo in a city like Oakland, Berkeley, or San Francisco. I don't want to live "cheek by jowl" with my neighbors. My husband and I worked hard, sacrificed and saved to be able to purchase our home in Los Altos. We wouldn't have made this purchase if we knew the rug would be pulled out from under us by the State. KEEP our zoning in the hands of our LOCAL GOVERNMENT where we the residents and tax payers have a say." |
| 94024 | 6/15/2021 | "Do not give up our power. I don't want to live in a high density community. I want the "Job Creators" to take some financial responsibility for the housing crisis." |
| 94024 | 6/16/2021 | "I want Los Altos to remain the neighborhood that we chose for our family." |
| 94024 | 6/16/2021 | "I'm opposed to getting rid of single family lots" |
| 94024 | 6/16/2021 | "I like my neighborhood the way it is." |
| 94024 | 6/19/2021 | "I support single family houses to be built in Los Altos lots. I'd like to preserve the current characteristics of our city. Thank you for listening." |
| 94024 | 6/19/2021 | "I'm signing this bill for all the of items listed. This bill would destroy whole neighborhoods and make this state unlivable while not providing housing for low income. My husband would like to sign this too but is traveling." |
| 94022 | 6/17/2021 | "I would like a solution for affordable housing, not SB9 that does not provide affordable housing and that does not fund transportation and infrastructure changes that are needed to support an increase in housing density. SB9 would put money in the pockets of developers without helping those who need affordable housing. The argument that the more housing is built, the more housing costs will go down, is theoretically true perhaps, but not realistic given that this area will always demand a high price for housing." |
| 94022 | 6/19/2021 | "bogus arguments, not efficient as a change to make more housing, costly for housing starts. It really looks like the real estate industry is putting their funds behind this. Makes single family homeowners scapegoats for problems that they didn't create. Mass hysteria. Wrong time to make more changes." |
| 94024 | 6/16/2021 | "Because developers will not build affordable housing but instead, expensive, high end tiny homes." |
| 94024 | 6/17/2021 | "We should all enjoy the opportunity to live apart from the noise and crowding of compressed living quarters." |
| 94024 | 6/17/2021 | "We are against SB9. While we are for more affordable housing in CA, SB9 will not benefit neighborhoods and communities." |
| 94024 | 6/19/2021 | "Please read U.N. Agenda '21 (also U.N. Agenda 2030). Describes the plan that we see developing all around us, everywhere." |



LOS ALTOS RESIDENTS

June 19, 2021

Los Altos City Council
1 N San Antonio Road
Los Altos, CA 94022

Re: OPPOSE SB9

Dear Mayor Fligor, Vice Mayor Enander, Council Members Lee Eng, Meadow and Weinberg:

We write to urge you to oppose SB9. SB9 has no mandate or provisions for affordable housing and will increase the cost of land thereby making it even more difficult to build affordable housing.

SB9 will allow for a huge increase in the population in areas that are already overpopulated. This bill will allow at least four times the number of people that once populated a single-family lot and even more with the additions of ADUs.

SB9 leaves cities with the entire burden of paying for the additional infrastructure required by the resulting increase in population. We already pay the highest taxes in the USA. Where is the money coming from to pay for the upgrades to our sewers and roads, for more schools, police, firefighters, and hospitals that this increase in population will require?

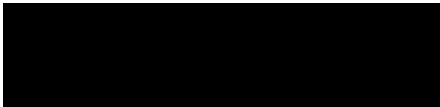
Water!!!! It is reckless and irresponsible to allow companies to expand the number of jobs by the tens of thousands and then demand that more homes be built to house these new employees when we cannot provide enough water for our current population.

The electrical grid is unable to handle the current load. When temperatures rise, we are threatened with rolling blackouts due to the electrical grid's lack of capacity. Have you ever been on the top floor of a three-story building in the middle of a hot summer day? Opening the windows is not a viable solution! Adding denser housing with 4-foot setbacks that leave no room for shade trees or green space will create more demand for air conditioning and place an even greater burden on the electrical grid. Will we have a catastrophic failure of our electrical grid like the one Texas just barely escaped?

Finally, the Council and the City as a whole has done absolutely NO outreach to determine the whether the majority of its constituents want the Council to support or oppose SB9. This bill is one of the most significant bills that have been considered in decades. It will have an enormous impact on the quality of life in California. It is unconscionable that our elected officials, both state and local, have not at least reached out to their constituents for their views. If it is considered at all, SB9 belongs on the ballot in November 2022.

We urge you to vote to OPPOSE SB9. Thank you for your consideration.

Sincerely,



Freddie Wheeler
Steering Committee Member
www.LosAltosResidents.org

June 21, 2021

Mayor Fligor and Members of the City Council
City Hall
1 North San Antonio Road
Los Altos, CA 94022

Re: Council Meeting June 22, Item 15 Legislative Subcommittee Update

Dear Mayor Fligor and Members of the City Council:

I am on the committee of the League of Women Voters California (LWVC) that analyzes legislative housing bills and I studied both SB 9 and AB 1401. I agree with the LWVC which supports both [SB 9](#) and [AB 1401](#) as a means to increase the supply of safe, decent, adequate housing for all Californians.

I agree with the positions presented by Councilmember Weinberg supporting SB 9 and AB 1401. SB 9 is a form of “gentle” density, a method of providing some middle-income housing.

I also want to correct a statement in the Vice-Mayor’s Summary of SB 9. She states “There is an option to build a single home with ADU and/or JDU on either or both splits...” [SB 9 allows the local agency to limit a parcel after a lot split to two units maximum per parcel.](#) SB 9 reads “Notwithstanding....a local agency shall not be required to permit more than two units on a parcel created through the exercise of the authority contained within this section (i.e. Sec. 66411.7 governing lot splits) and “Unit” is defined as “including...a primary dwelling, an accessory dwelling...or a junior accessory dwelling unit.”

AB 1401 would free up more land for housing units, rather than required parking, by prohibiting local governments from imposing minimum parking requirements near transit. Developers can still provide as much parking as they deem appropriate; some cities have eliminated parking minimums near transit and San Francisco has eliminated them citywide, but some developers still opt to provide parking based upon perceived need.

The Council has spent much time deliberating State legislation, especially SB 9, with more than 20 State bills listed on the Council’s June 22nd agenda for possible consideration. Meanwhile, the Council has deferred action for several years on many local housing issues, such as housing impact fees and review of the inclusionary zoning ordinance, where I believe Council action could have more direct impact on affordable housing.

Sue Russell, Los Altos Resident of 45 years

Cc: Brad Kilger

Jon Biggs

From: Anne Malcolm [REDACTED]
Sent: Sunday, June 20, 2021 11:00 PM
To: Andrea Chelemengos <achelemengos@losaltosca.gov>
Subject: Public comment Agenda Item 15 - June 22, 2021

Dear Honorable Los Altos City Council,

The nature and zoning of cities and towns are the business of the residents who live in them and and pay the taxes. It is a local matter for the people to form the character and appearance of each unique community.

I strongly oppose SB9 as it violates our State Constitution which clearly gives local government the authority to “make and enforce all ordinances and regulations in respect to municipal affairs.” SB9 strips power from our elected officials. Single family homes form the most stable towns. SB9 violates our State Constitution, results in school overcrowding, increases traffic, removes accountability from local authorities and drastically changes our unique town character.

Sacramento cannot and should not design our towns. Please vote NO to SB9.

Thank you,

A. Malcolm

June 21, 2021

Dear Council Members and Staff

Our city is under attack by state regulators that want to dictate higher density housing in Los Altos and every other city in California that will destroy our quality of life.

There are two radical state mandates that you need to thoroughly before blindly accepting:

- (1) The RHNA draft demands for 1,958 new affordable housing units which requires us to identify the land needed to reach this target. Is this need really justified or practical? Other towns are opposing their mandates so why can't we? If we must, please ask the city staff to identify public owned lands and/or commercial property for this purpose before spending any money or more time on this task. I think once you consider the facts it will become obvious that the council should appeal RHNA demands to better fit the needs of our community.
- (2) State Bills SB9 and SB10 that will take away local zoning laws supposedly protected by our state constitution and allow every residential lot to be split in two and then build 2 homes on each lot. Not to mention increasing ADU's from 1-2. Creating smaller residential lots with twice as much density on each in my opinion can only be met by creating multi-story high rise buildings. I do not want this to happen on my court and can reasonably assume that the vast majority of residents do not want to see this outcome. Before calling me a NIMBY remember that the reason I purchased my home in Los Altos was because of the larger lots and lower density that created our village concept.

Which council members if any, may benefit from either of the above actions? If so, shouldn't they be recused?

Scott Spielman submitted his public input on the questions you should address that I fully support.

Respectfully,

Frank Martin

From: [REDACTED]
To: [Public Comment](#)
Subject: No on SB9 Division of properties
Date: Monday, June 21, 2021 12:02:31 PM

Hello, and thank you for considering my wishes to not allow the division of Single Family zoned properties in CA.
Please vote NO on this!
Lynley Kerr Hogan

**Love, Compassion,
Forgiveness, and Gratitude**

Sent with [ProtonMail](#) Secure Email.

From: [REDACTED]
To: [Public Comment](#)
Subject: Please don't listen to the hysterical opposition to SB9
Date: Saturday, June 19, 2021 8:47:04 PM

Honorable Mayor, Vice Mayor, and City Council Members: I am writing in response to the mounting hysteria from some local groups about SB9, which they claim will be the "end of single-family neighborhoods." As I am sure you know, this is simply false. SB9 would not, in fact, result in a change to Los Altos single family zoning, or even force an increase in allowed FAR. It would simply allow, for example, two 2,000 square-foot single family homes where today a single 4,000 square foot house could be built.

Our community is full of seniors who would love to downsize but don't want to leave the community they love. Allowing the construction of smaller infill dwelling units is a net positive, as we have seen with ADUs. The council should in fact be looking for more ways to enable more small dwelling units, and I hope you will do so.

Thank you,
Bryan Johnson

From: [REDACTED]
To: [Public Comment](#)
Subject: PUBLIC COMMENT - AGENDA ITEM 15 - JUNE 22, 2021 NO on SB9 and SB10
Date: Thursday, June 17, 2021 2:57:01 PM

Mayor Fligor and Council Members:

Our state constitution gives local government authority to “make and enforce all ordinances and regulations in respect to municipal affairs.” That includes the right to define our communities through zoning and planning.

SB9 would take away that right and end single-family neighborhoods throughout California.

It would take away your right to represent your constituency and force you to allow:

- Lot splits: one lot becomes two.
- Two homes on each lot: one home becomes four (and could be more with ADUs).
- Four-foot setbacks side and rear: no privacy, no backyards, no green space.
- Approval without CEQA: no environmental review of a project’s impact on neighbors.

The increased demand on infrastructure means taxpayers will bear the cost of increased demand on schools, parks, water, sewers, power grid, public safety personnel.

The most important fact about SB9 is that it does not require or provide for any affordable housing for all our teachers, clerks, service workers and first responders who cannot afford to live here. **Neither does SB10.**

SB10 would override our 108-year-old constitutional right to pass ballot initiatives that politicians cannot undo. It would allow city councils – now and in the future – to overturn voter-approved initiatives that protect open space, shoreline, farmlands or any other public land, regardless of existing zoning or a city’s General Plan. A simple council vote could put 10-unit market-rate housing on any land deemed “urban infill,” “transit rich,” or “jobs rich.”

For the record, I am including an op-ed by Rishi Kumar, a Saratoga city councilman, which I hope you will take time to read prior to the council meeting on June 22nd.

Thank you,

Pat Marriott

<https://padailypost.com/2021/03/19/guest-opinion-sb9-sb10-the-kiss-of-death-for-neighborhoods/>

Guest Opinion: SB9, SB10 are the kiss of death for neighborhoods

[March 19, 2021 1:59 pm](#) GUEST OPINION BY RISHI KUMAR

Silicon Valley’s tech exodus is weighing California down. For California’s legislators, the solution is obvious — more housing! With some upcoming bills, state legislators are seeking to pre-empt local control and open the floodgates to no-holds-barred construction that would make California a

private developers dreamland.

Cha-ching!

This will not end well. There will be more housing, but the price of housing will continue to escalate; the population will spike; and massive traffic gridlock will ensue. The Valley's quality of life will go kaput. The mess will play out for decades as we try to fix it. In the end, we'll give up and say "just expand into the outlier cities," a crude method to deal with an unsustainable situation.

Two new bills, Senate Bill 9 and Senate Bill 10, are geared to push housing on to cities in California. Hundreds of billions of dollars in Silicon Valley land value are at stake. If SB9 were approved, it would allow two units within each single-family lot in your city without a hearing or environmental reviews. And with accessory dwelling units and junior dwelling units, or ADUs and JDUs, you could effectively have six families living on each of today's lots; the population in every city could grow six times.

SB10 allows city councils to overturn voter-approved ballot initiatives that protect open space and land; essentially, it allows cities to approve 10-unit market-rate apartments almost anywhere, regardless of zoning.

Other implications of these bills:

- **A DEVELOPERS' GOLDEN GOOSE:** These bills will not require developers to invest in infrastructure improvement, rather only provide bare-minimum parking, avoiding costly entitlements. How will the current infrastructure — water, sewer, gas, roads — support the increased population? Who will make the necessary infrastructure investment?
- **WHERE IS THE URBAN PLAN?** Population expansion should be founded upon an urban plan with the requisite associated investment. The bills include no such plan and do nothing to address the overarching issue of growth that is environmentally unsustainable. There are so many urban centers throughout the world that inevitably discover they are running out of simple necessities like water in the midst of aggressive growth. Will Silicon Valley need to ration water too — like an hour in the morning and evening?
- **ACCELERATING CLIMATE CHANGE:** These bills are an environmental disaster and will disrupt open space. They allow developers to circumvent Environmental Impact Reviews and setback requirements, producing an urban concrete jungle! Our yards will become history, and the permeable surfaces that replenish groundwater will disappear under the footprint of massive buildings. If our rush hour commute turns into an uber "soul-destroying" commute, won't we exacerbate global warming, given that traffic is one of the primary causes?
- **AFFORDABLE HOUSING?** These bills do not mandate affordable housing nor will they create trickle-down, equitable affordable housing. It is purely a myth that if we increase housing supply, rents will drop or homes will become affordable. Are developers interested in market economics that will drop housing prices? Has this happened anywhere before?

Be careful what you wish for Sacramento. Look at the urban nightmares around the world. Do we want to wish this upon the successful economies of California?

Can Sacramento holistically address the issues that are leading to the exodus of companies and our tax payers?

Pay heed to the League of California Cities's opposition to SB9 and many new citizen groups that have organized in opposition, while a poll by Voca.vote shows only 28% favoring SB9. Instead, we should pursue solutions such as investing in a cutting-edge transit system that connects 12 million people across the Northern California MegaRegion with Silicon Valley jobs, increasing the supply of affordable housing, creating a Mega Silicon Valley economy.

Let us come up with pragmatic plans that will preserve and protect the good that California has enjoyed for so long.

Rishi Kumar is a Silicon Valley high-tech executive, a Saratoga city councilman and a candidate for U.S Congress for the seat currently held by Anna Eshoo.

From: [REDACTED]
To: [Public Comment; Andrea Chelemengos](#)
Subject: public comment agenda #15 June 22
Date: Sunday, June 20, 2021 12:06:24 PM

Dear Los Altos City Council

I think if the City Council wants to vote in favor of SB -9, they should start with the first block of Covington Rd. Those lots are close to acre lots, and the City could rezone them for high density housing. We could fit likely most of the RHNA numbers of homes, condos, and ADU's on that street, and its very close to town center and busing. The street is wide enough to allow for all those additional cars, and all the infrastructure could be put underground.

thank you for your consideration,

Shelly Cederstrong

***Wire Fraud is Real*. Before wiring any money, call the intended recipient at a number you know is valid to confirm the instructions.** Additionally, please note that the sender does not have authority to bind a party to a real estate contract via written or verbal communication.

From: [REDACTED]
To: [Public Comment](#)
Subject: PUBLIC COMMENT AGENDA ITEM #15, JUNE 22, 2021
Date: Saturday, June 19, 2021 7:29:32 PM

This letter is in SUPPORT of SB9, and against any resolution by Los Altos that would oppose it.

SB9 is a much needed change to statewide policy for housing. It will allow Los Altans who are inclined to split lots to support more housing, increasing the supply of housing options for new families, and lowering the cost for some families. More importantly, if passed, it will benefit a huge majority of Californians, with no appreciable negative impact to Los Altos.

Most people seem to mistake the lack of “affordable” housing as an indictment of this plan, rather than evaluating it on a relative scale. At a time when 2500 square foot houses on 10,000 acre lots sell for \$3M+, it will be incredibly valuable to new families to have options that might be 20-50% cheaper due to smaller lot size and smaller houses (by square footage).

The economist Noah Smith explained the problem with housing affordability quite well in 2018, by showing that without new, high quality options, wealthy people buy up lower end properties, tear them down, and convert them into even more unaffordable options. We are seeing that in every Los Altos neighborhood. For example, in Old Los Altos Alley, we constantly see 2000 square foot houses torn down and replaced with 4000+ square foot houses. This eliminates smaller and less expensive options from the market.

<https://noahpinionblog.blogspot.com/2018/07/yimbyism-explained-without-supply-and.html>

Wealthy enclaves like Los Altos are sending a terrible message publicly when they oppose bills like SB9, which are statewide, demonstrating a lack of consideration for the needs of the entire state and an incredibly selfish tone for the minor changes it might introduce in our community.

Please support SB9, and do not approve any public resolution opposing it.

Adam

From: [REDACTED]
To: [Public Comment](#)
Cc: [REDACTED]
Subject: PUBLIC COMMENT AGENDA ITEM #15, JUNE 22, 2021
Date: Monday, June 21, 2021 7:36:23 AM

Dear Members of the Los Altos City Council,

We've lived in the Bay Area for more than three decades with more than two decades in Los Altos. We enjoy the mix of urban, suburban and rural living that the Bay Area, specifically Los Altos, has to offer.

We've read the text of SB 9 and oppose its support from our City. It takes away autonomy from cities, doesn't solve the lack of housing in the Bay Area or beyond, fills the coffers of developers who do not care about a neighborhood or the effects of density on current infrastructure nor does it provide low income housing in areas that need it. Proper urban re-planning on a state and local level is needed, not a one-stop chop shop approach.

We are opposed to SB9 and hope our City Council is too and gives that message to local representatives in Sacramento.

Thank you,
Monica Waldman
Oleg Kiselev

From: [REDACTED]
To: [Public Comment](#)
Subject: PUBLIC COMMENT AGENDA ITEM #15, JUNE 22, 2021
Date: Sunday, June 20, 2021 2:53:47 PM

Dear Council members

I would like to express my opposition to SB 9. Every city has its own characteristic, state should let local elected officials to decide on municipal affairs, instead of mandating all neighborhoods be dictated by far away politicians. I strongly encourage our city leaderships to oppose SB 9.

Thanks

Best regards

Dong Zheng, South Los Altos

From: [REDACTED]
To: [Public Comment](#)
Subject: PUBLIC COMMENT AGENDA ITEM 15 – June 22, 2021
Date: Sunday, June 20, 2021 10:36:36 PM

Mayor and Council,

Councilman Weinberg thinks we should support SB9. How many residents has he talked to who are also in favor? Maybe he doesn't think it's important to get input from residents. He doesn't even write his own arguments, but uses the League of Women Voters letter to support his position:

“This bill, among other things, would require a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, ...”

So he and the League think it's a good thing to negate all our current zoning and design requirements! That's pretty amazing coming from a council member, theoretically elected to serve the will of the people.

According to Weinberg, we should just let the state write our planning code and let developers make all the decisions so they don't have to go through the trouble of a review by the planning commission and the city council.

I hope you don't plan to run for re-election Mr. Weinberg.

Sent from my Verizon, Samsung Galaxy smartphone

From: [REDACTED]
To: [Public Comment](#)
Cc: [Dan Stanbery](#)
Subject: Public Comment Agenda Item 15- June22, 2021
Date: Monday, June 21, 2021 5:34:37 AM

Council Members,

How many trees will we lose if SB9 passes? Have you considered that trees are one of the things that makes Los Altos special? Have you thought about a developer splitting a lot and figuring out how to squeeze 4 homes on the 2 lots? Since most single family properties now have mature trees and plants around their house, it seems obvious that a lot of them would have to be cut down to make room for four buildings. I thought Los Altos cared about the environment. We have a Green Town organization that goes around planting trees, but SB9 would mean we lose a lot of trees to development. What does our Environment Commission have to say about this?

Please think of the trees and oppose SB9!

Thank you,

Dan Stanbery

From: [REDACTED]
To: [Public Comment](#)
Subject: PUBLIC COMMENT AGENDA ITEM 15-JUNE 22, 2021
Date: Monday, June 21, 2021 8:08:41 AM

Dear City Council,

We are currently experiencing the worst category of drought, "D4-Exceptional drought."

Every newspaper you pick up will remind you to save water and suggest restrictions are coming. How then, can we encourage splitting lots and putting four homes where only one existed? Where will the water come from?

Please say no to SB9.

With respect,
Kaye Zuniga

Sent from my iPhone

From: [REDACTED]
To: [Public Comment](#)
Subject: SB 9 is Bad!
Date: Saturday, June 19, 2021 5:15:55 PM

Dear council person,

I am against SB 9 because it will destroy our tranquil neighborhoods and reduce our spacious yards. Crowding people is not healthy or desirable.

Traffic and schools will be negatively affected in addition to mental health issues.

Please vote NO on SB 9!

Myrna Marshall
Los Altos, CA

[Sent from AT&T Yahoo Mail for iPhone](#)

From: [REDACTED]
To: [Public Comment](#)
Subject: SB 9 opposition
Date: Saturday, June 19, 2021 4:48:15 PM

Please do not support this legislation which will do nothing to alleviate the shortage of affordable housing. Why are large developers spending millions to buy political support for this type of heavy handed, one size fits all legislation that takes away local cities' rights to establish their own zoning codes ? SB 9 is job security and profit maximization for these organization at the expense of all owners of single family homes in California. There has to be a better way, so pulling support for this bill and other similar ones will force the legislature to come up with a better way to solve the housing issue. Jim Jolly

Sent from my iPhone

From: [REDACTED]
To: [Public Comment](#)
Subject: SB 9
Date: Saturday, June 19, 2021 3:12:01 PM

Los Altos was original created as a city to prevent it being annexed to Mountain View, which would allow greater housing density. Those town founders had the correct idea, and it would be a tragedy if our current city leaders turned their backs to that principal of lower density.

From: [REDACTED]
To: [Public Comment](#)
Subject: SB9 and SB10
Date: Thursday, June 17, 2021 3:44:34 PM

Dear City Council Members,

I urge you to change your position on SB9 and SB10 to oppose them unambiguously. There is no amendment that would make them acceptable.

There are many possible solutions to improve the availability of affordable housing. SB9 and SB10 may improve the availability of housing in general, but do nothing to assure affordability.

Beyond that, they literally will destroy the single-family home neighborhoods that are the dream of many middle-class Californians. Housing values will plummet, so property taxes will follow. More people will move away, as the economy is driving them away, and if approved, SB 9 and SB 10 will destroy the quality of life motivations to stay. California's tax base will dwindle, and problems of lack of infrastructure and social support will further erode.

SB 9 and SB 10 are disasters for the California we love. Please oppose them!

Jessie Davidson
1751 Havenhurst Dr
Los Altos, CA 94024

From: [REDACTED]
To: [Public Comment](#)
Subject: SB9 is a threat
Date: Saturday, June 19, 2021 4:14:10 PM

I urge all city council members to reject SB9 which, if accepted, gives away control of city planning to the state. Essentially it amounts to central government control which my family and I oppose.

Ruth Kaempf
1094 Eastwood Ct.

From: [REDACTED]
To: [Public Comment](#)
Subject: SB9
Date: Sunday, June 20, 2021 7:19:17 PM

Dear Mayor and City Council:

In their support of Senate Bill 9 (SB9), the League of Women Voters letter says, “LWV also supports removal of barriers which inhibit the construction of low and moderate-income housing.”

That’s a strange reason for supporting SB9, because it won’t provide Los Altos, or any other city, with AFFORDABLE housing.

SB9 itself is a barrier to affordable housing because it allows developers and real estate interests to maximize profits by buying one expensive piece of land and building four houses on it instead of just one. Given the cost of land and construction, those houses are not going to be affordable.

I ask you to oppose Senate Bill 9.

Thanks,

Tricia McVey, RN
[REDACTED]

From: [REDACTED]
To: [Public Comment](#)
Subject: Support for SB9 and AB1401
Date: Friday, June 18, 2021 11:31:40 AM

Dear Mayor Fligor and City council members,

I write in support of Anne Paulson's email of June 16.

I too, urge the Council to send the letters presented by Councilmember Weinberg supporting SB 9 and AB 1401.

Los Altos sorely needs to expand it's housing stock and this is one way to make this happen.

Respectfully,

Eva Grove
Garland Way

From: [REDACTED]
To: [Public Comment](#)
Cc: [Andrea Chelemengos](#)
Subject: PUBLIC COMMENT AGENDA ITEM 15 – JUNE 22, 2021
Date: Monday, June 21, 2021 1:05:26 PM

Dear Mayor Fligor, Vice Mayor Enander, Councilmembers Lee Eng, Meadows, and Weinberg,

I urge you to oppose SB 9 and SB 10 for the following reasons:

1. LOS ALTOS RESIDENTS HAVE NOT BEEN ADEQUATELY INFORMED OF THE NEGATIVE IMPACT SB9 AND SB10 WILL HAVE ON THEM AND OUR COMMUNITY.

Given the hugely negative impact SB9 and SB10 would have on Los Altos coupled with the State's attempt to seize authority from cities across California, including Los Altos, it is concerning that the City Council has not made every effort to reach out to Los Altos homeowners to ensure they are aware of SB9 and SB10 and solicit their input.

As there has been no meaningful outreach, the City Council should not take any position other than to oppose SB9 and SB10 unless and until a majority of Los Altos residents confirm they support such legislation – which is highly unlikely.

2. HOUSING ADVOCATES OPPOSE SB9 AND SB10.

The AIDS Healthcare Foundation opposes SB9 and SB10 because it will do nothing to address the need for affordable housing. Here's what the AIDS Healthcare Foundation says:

"161,000 people are homeless and hundreds of thousands simply cannot pay rent... SB 9 and SB 10 - will allow developers to tear down existing single-family homes, especially in communities of color where land is less expensive, and replace them with market rate and luxury housing only the affluent can afford.

SB 9 and SB 10 have ZERO requirement for affordable housing...

If SB 9 passes, developers can tear down a single-family home with no say from the local community, split the lot and put two market rate duplexes in its place.

Similar to SB 9, SB 10 will allow developers to put 14 market rate units on one lot. Developers can do this over and over again, unchecked, taking over entire neighborhoods with unaffordable market rate units.

We already know that developers will target neighborhoods where land costs less, primarily in communities of color, and where they can reap the biggest profits. It will drive existing homeowners out of the community and make way for more affluent residents. This will lead to gentrification, pricing people out of their own neighborhoods, changing the stability, cultural integrity and political balance of power in communities of color." <https://www.housinghumanright.org>

3. IN THE SPIRIT OF TRANSPARENCY, DISCLOSE ANY CONFLICT OF INTEREST

If any City Councilmember votes to support SB9 and SB10, it is important that the public is assured that any support is free from any conflict of interest. Accordingly, I respectfully request that they state on the record that they do not have a conflict of interest arising from any plans, thoughts, or desires to develop property in Los Altos or elsewhere in California.

In the spirit of representing and protecting the interests of Los Altos homeowners, who are your constituents, I urge the City Council to oppose SB9 and SB10.

Thank you for your consideration.

Respectfully submitted,

Janet Corrigan



City of Los Altos

Los Altos Community Center



MONTHLY REPORT #21

MAY 2021

PREPARED BY NOVA PARTNERS, INC.

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| Appendix B. Construction Schedule Details | 15 |

Los Altos Community Center

OWNER

City of Los Altos
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 May 2021, mechanical systems are being tested and final finishes are being 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 June, 2021. For more details on the budget and schedule, see pages 9 & 10 and Appendices A & B enclosed.

Activities Summary

May 2021 Activities:

Construction activities performed by Gonsalves & Stronck Construction include:

- Continued COVID-19 implementation of health and safety protocols in accordance with Santa Clara County.
- Installation of signage.
- Continued installation of final finishes.
- Continued installation of fixtures and equipment.
- Continued planting and landscaping.
- Begin final inspections.

Upcoming Activities:

During June 2021, Gonsalves & Stronck Construction and the City expects to perform the following activities:

- Continued COVID-19 implementation of health and safety protocols in accordance with Santa Clara County.
- Completion of final finishes and touch-up.
- Furniture move-in.
- Completion of planting and landscaping.
- Equipment and building systems testing and training.
- Final Inspections

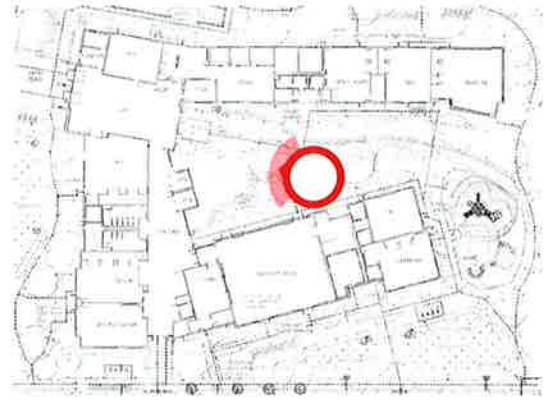
A detailed construction schedule is included in Appendix B. Please note, further adjustments may be required due to COVID-19 and other unforeseen circumstances.

Project Photos

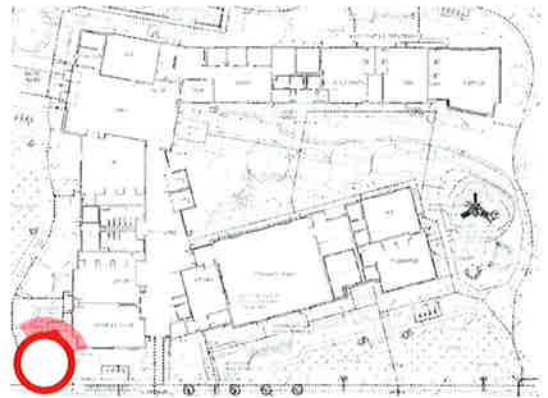
Progress photographs from May, 2021.



Exterior at Courtyard



Exterior Progress at Senior Room

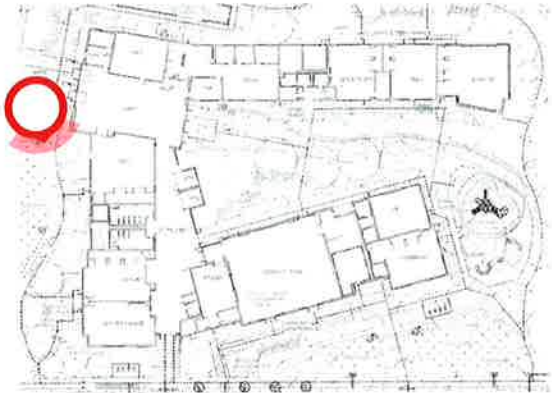


Project Photos

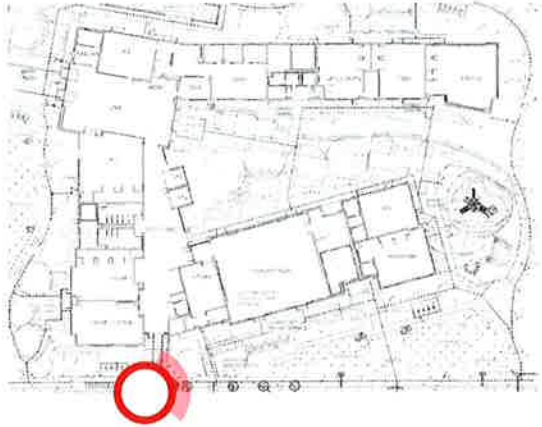
Progress photographs from May, 2021.



Exterior Progress at Main Entrance

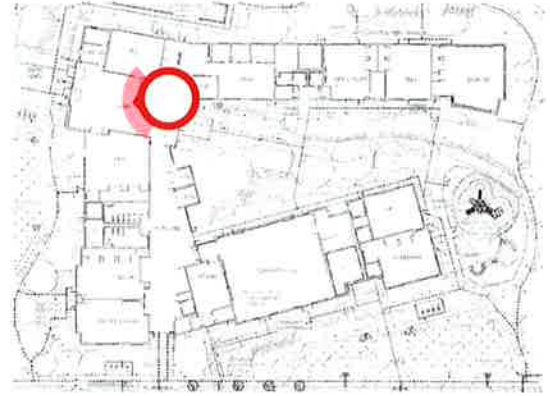


Striping in Parking Lot

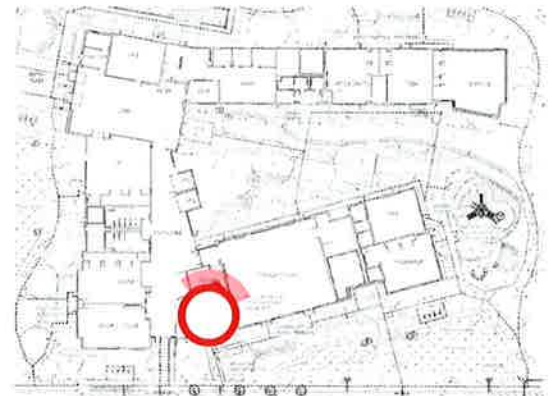


Project Photos

Progress photographs from May, 2021.



Interior Progress at Main Lobby



Interior Progress at Kitchen

Project Budget



LOS ALTOS COMMUNITY CENTER
97 Hillview Avenue, Los Altos
Project Budget Report
May 2021



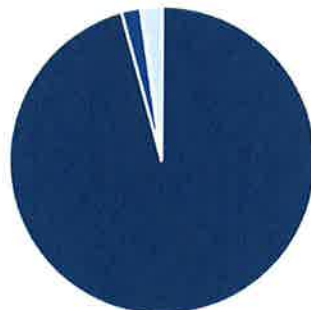
| A | B | C | D | E | F = D + E | G = C - F | H |
|--------|-----------------|----------------------|----------------------|-----------------------------|-------------------------------|-----------------------------|------------------------|
| Item # | Category | Approved Budget | Contracts In Place | Current Additional Forecast | Total Contract and Forecasted | Currently Unutilized Budget | Total Invoiced To-Date |
| 1 | Soft Cost | \$ 5,535,443 | \$ 5,735,637 | \$ 158,180 | \$ 5,893,817 | \$ (358,374) | \$ 5,245,236 |
| 2 | Construction | \$ 31,035,400 | \$ 30,026,351 | \$ 243,678 | \$ 30,270,029 | \$ 765,371 | \$ 28,101,022 |
| 3 | FF&E + Expenses | \$ 1,764,557 | \$ 917,783 | \$ 364,469 | \$ 1,282,253 | \$ 482,304 | \$ 407,255 |
| | Total | \$ 38,335,400 | \$ 36,679,772 | \$ 766,327 | \$ 37,446,099 | \$ 889,301 | \$ 33,753,514 |

Key Notes

| | |
|-----------------|--|
| Column D | Includes Change Orders and other Contract Amendments executed to date |
| Column E | Includes Pending Contract Amendments and Anticipated Costs |
| Column G | Current forecasted unspent reserve to cover unforeseen expenses (i.e., forecasted amount to-date under \$38.3M budget) |
| Soft Costs | Costs for permitting and professional consultants including architect and construction manager |
| Construction | Contract with General Contractor Gonsalves & Stronck |
| FF&E + Expenses | Furniture, fixtures, equipment, and project expenses |

Community Center Project Budget Status

Approved Budget \$38.3M



Community Center Project

Total Forecast \$37.4M



Total project budget of \$38,335,400 approved by Los Altos City Council on July 30, 2019.

Refer to Appendix A for budget details:

- Project Budget Metrics
- 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 | 8/3/19 | 8/3/19 | 8/3/19 | 8/19/19 |
| 2 | Notice to Proceed | 0 | 8/21/19 | 8/21/19 | 8/21/19 | 8/21/19 |
| 3 | Start of Construction | 0 | 9/3/19 | 9/3/19 | 9/3/19 | 9/3/19 |
| 4 | Building Abatement | 23 | 9/9/19 | 10/2/19 | 9/9/19 | 10/2/19 |
| 5 | Building & Site Demolition | 22 | 10/3/19 | 10/25/19 | 10/11/19 | 11/25/19 |
| 6 | Site Preparation and Layout for Building | 13 | 10/25/19 | 11/7/19 | 12/11/19 | 12/20/19 |
| 7 | Excavate for Site Utilities: Storm/Bio-ret. | 24 | 10/25/19 | 11/18/19 | 12/13/19 | 1/20/20 |
| 8 | Excavate for Site Utilities: Sanitary | 12 | 11/8/19 | 11/20/19 | 1/27/20 | 2/26/20 |
| 9 | Footings/Slab: North Portion; New Bldg. | 67 | 11/8/19 | 1/14/20 | 12/23/19 | 2/21/20 |
| 10 | Footings/Slab: South Portion; New Bldg. | 74 | 11/15/19 | 1/28/20 | 1/2/20 | 2/21/20 |
| 11 | Frame Walls/Roof Structures | 231 | 2/3/20 | 9/21/20 | 2/4/20 | 7/6/20 |
| 12 | Roof Decking and Gables/Flat Roofs | 206 | 2/28/20 | 9/21/20 | 2/28/20 | 9/11/20 |
| 13 | Roofing Shingles/Flat Roof Membrane | 265 | 5/27/20 | 2/16/21 | 5/27/20 | 3/11/21 |
| 14 | Exterior Wall Finishes | 266 | 5/18/20 | 2/8/21 | 6/1/20 | 3/3/21 |
| 15 | Interior Finishes | 444 | 3/9/20 | 5/27/21 | 3/9/20 | |
| 16 | Library Connector Sitework | 105 | 5/26/20 | 9/8/20 | 5/26/2020 | 9/8/20 |
| 17 | Parking Lot Construction/Paving | 359 | 5/26/20 | 5/20/21 | 5/26/20 | |
| 18 | Exterior Sitework; Landscape/Lights | 182 | 11/16/20 | 5/17/21 | 11/16/20 | |
| 19 | Concrete Sidewalk & Trellis Systems | 203 | 11/3/20 | 5/25/21 | 11/3/20 | |
| 20 | Commissioning of Systems | 46 | 4/19/21 | 6/4/21 | 4/19/21 | |
| 21 | Substantial Completion | 11 | 6/4/21 | 6/18/21 | | |
| 22 | Temporary Certificate of Occupancy | 42 | 5/28/21 | 7/9/21 | | |
| 23 | Furniture Move-in | 24 | 6/15/21 | 7/9/21 | | |
| 24 | Final Occupancy | 2 | 7/7/21 | 7/9/21 | | |

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 days**.
2. Unforeseen below-grade conditions encountered during demolition delayed progress by an additional **7 days**.
3. 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 days**.
4. Due to the COVID-19 Pandemic, the construction site was closed between March 30, 2020 and May 4, 2020. Ongoing schedule impacts due to COVID-19 delayed progress over the course of the project. Design revisions to utilities and other safety systems required additional time to complete. In May, 2021, the construction schedule was extended by **186 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 June, 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 205 days.

Appendix A. Budget Details

- Project Budget Metrics
- Construction Cost Details
- Contingency Transfers
(approved to date)



LOS ALTOS COMMUNITY CENTER
 97 Hillview Avenue, Los Altos
 Project Budget Report
 May 2021



| A | B | C | D | E | F = D + E | G = C - F | H |
|--------|-----------------|----------------------|----------------------|-----------------------------|-------------------------------|-----------------------------|------------------------|
| Item # | Category | Approved Budget | Contracts In Place | Current Additional Forecast | Total Contract and Forecasted | Currently Unutilized Budget | Total Invoiced To-Date |
| 1 | Soft Cost | \$ 5,535,443 | \$ 5,735,637 | \$ 158,180 | \$ 5,893,817 | \$ (358,374) | \$ 5,245,236 |
| 2 | Construction | \$ 31,035,400 | \$ 30,026,351 | \$ 243,678 | \$ 30,270,029 | \$ 765,371 | \$ 28,101,022 |
| 3 | FF&E + Expenses | \$ 1,764,557 | \$ 917,783 | \$ 364,469 | \$ 1,282,253 | \$ 482,304 | \$ 407,255 |
| | Total | \$ 38,335,400 | \$ 36,679,772 | \$ 766,327 | \$ 37,446,099 | \$ 889,301 | \$ 33,753,514 |

Key Notes

- Column D Includes Change Orders and other Contract Amendments executed to date
- Column E Includes Pending Contract Amendments and Anticipated Costs
- Column G Current forecasted unspent reserve to cover unforeseen expenses (i.e., forecasted amount to-date under \$38.3M budget)
- Soft Costs Costs for permitting and professional consultants including architect and construction manager
- Construction Contract with General Contractor Gonsalves & Stronck
- FF&E + Expenses Furniture, fixtures, equipment, and project expenses

Budget Status

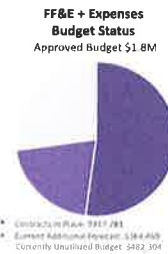
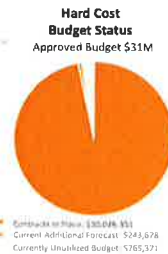
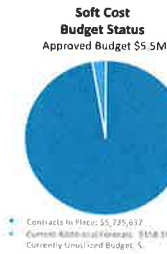
Approved Project Budget and Total Contracts and Forecasts To-Date

Community Center Project Budget Status
 Approved Budget \$38.3M



- Contracts In Place: \$36,679,772
- Current Additional Forecast: \$766,327
- Currently Unutilized Budget: \$889,301

Category Breakdown



Billing Status

Total Invoices Received To-Date of Total Contract and Forecasted Amount

Community Center Project

Total Forecast \$37.4M



Category Breakdown





LOS ALTOS COMMUNITY CENTER
97 Hillview Avenue, Los Altos
Construction Cost Breakdown
May 2021



| | 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 | \$4,393,351.00 | \$13,618.00 | \$0.00 | \$4,406,969.00 | 95% | \$256,437.00 | \$440,696.90 |
| DIVISION 2 - DEMO | \$612,000.00 | \$612,000.00 | \$0.00 | \$0.00 | \$612,000.00 | 100% | \$0.00 | \$61,200.00 |
| DIVISION 3 - CONCRETE | \$896,325.00 | \$850,943.00 | \$43,946.00 | \$0.00 | \$894,889.00 | 100% | \$1,436.00 | \$89,488.90 |
| DIVISION 5 - METALS | \$1,348,650.00 | \$1,348,650.00 | \$0.00 | \$0.00 | \$1,348,650.00 | 100% | \$0.00 | \$134,865.00 |
| DIVISION 6 - WOOD AND PLASTICS | \$3,742,780.00 | \$3,549,314.00 | \$45,502.00 | \$0.00 | \$3,594,816.00 | 96% | \$147,964.00 | \$359,481.60 |
| DIVISION 7 - THERMAL AND MOISTURE PROTECTION | \$2,075,083.00 | \$1,969,004.00 | \$20,705.00 | \$0.00 | \$1,989,709.00 | 96% | \$85,374.00 | \$198,970.90 |
| DIVISION 8 - WINDOWS AND DOORS | \$1,356,606.00 | \$1,267,226.00 | \$36,716.00 | \$0.00 | \$1,303,942.00 | 96% | \$52,664.00 | \$130,394.20 |
| DIVISION 9 - FINISHES | \$2,133,086.00 | \$1,517,540.00 | \$243,865.00 | \$0.00 | \$1,761,405.00 | 83% | \$371,681.00 | \$176,140.50 |
| DIVISION 10 - SPECIALTIES | \$261,659.00 | \$158,548.00 | \$61,401.00 | \$0.00 | \$219,949.00 | 84% | \$41,710.00 | \$21,994.90 |
| DIVISION 11 - EQUIPMENT | \$255,116.00 | \$205,091.00 | \$48,340.00 | \$0.00 | \$253,431.00 | 99% | \$1,685.00 | \$25,343.10 |
| DIVISION 12 - FURNISHINGS | \$158,711.00 | \$130,413.00 | \$6,240.00 | \$0.00 | \$136,653.00 | 86% | \$22,058.00 | \$13,665.30 |
| DIVISION 21 - FIRE SUPPRESSION | \$195,500.00 | \$191,585.00 | \$1,955.00 | \$0.00 | \$193,540.00 | 99% | \$1,960.00 | \$19,354.00 |
| DIVISION 22 - PLUMBING | \$624,726.00 | \$612,231.00 | \$6,247.00 | \$0.00 | \$618,478.00 | 95% | \$6,248.00 | \$61,847.80 |
| DIVISION 23 - HVAC | \$1,744,176.00 | \$1,674,409.00 | \$17,442.00 | \$0.00 | \$1,691,851.00 | 97% | \$52,325.00 | \$169,185.10 |
| DIVISION 26 - ELECTRICAL | \$5,043,346.00 | \$4,784,977.00 | \$148,500.00 | \$0.00 | \$4,933,477.00 | 98% | \$109,869.00 | \$493,347.70 |
| DIVISION 31 - EARTHWORK | \$872,300.00 | \$848,055.00 | \$8,200.00 | \$0.00 | \$856,255.00 | 98% | \$16,045.00 | \$85,625.50 |
| DIVISION 32 - EXTERIOR IMPROVEMENTS | \$1,671,720.00 | \$1,022,711.00 | \$87,947.00 | \$0.00 | \$1,110,658.00 | 66% | \$561,062.00 | \$111,065.80 |
| DIVISION 33 - UTILITIES | \$558,810.00 | \$558,810.00 | \$0.00 | \$0.00 | \$558,810.00 | 100% | \$0.00 | \$55,881.00 |
| SUB-TOTAL | \$28,214,000.00 | \$25,694,858.00 | \$790,624.00 | \$0.00 | \$26,485,482.00 | 94% | \$1,728,518.00 | \$2,648,548.20 |
| CHANGE ORDERS | \$1,825,301.00 | \$1,238,272.00 | \$377,268.00 | \$0.00 | \$1,615,540.00 | 89% | \$209,761.00 | \$161,554.00 |
| GRAND TOTAL | \$30,039,301.00 | \$26,933,130.00 | \$1,167,892.00 | \$0.00 | \$28,101,022.00 | 94% | \$1,938,279.00 | \$2,810,102.20 |



LOS ALTOS COMMUNITY CENTER
 97 Hillview Avenue, Los Altos
 Budget Transfer and Contingency Log
 May 2021

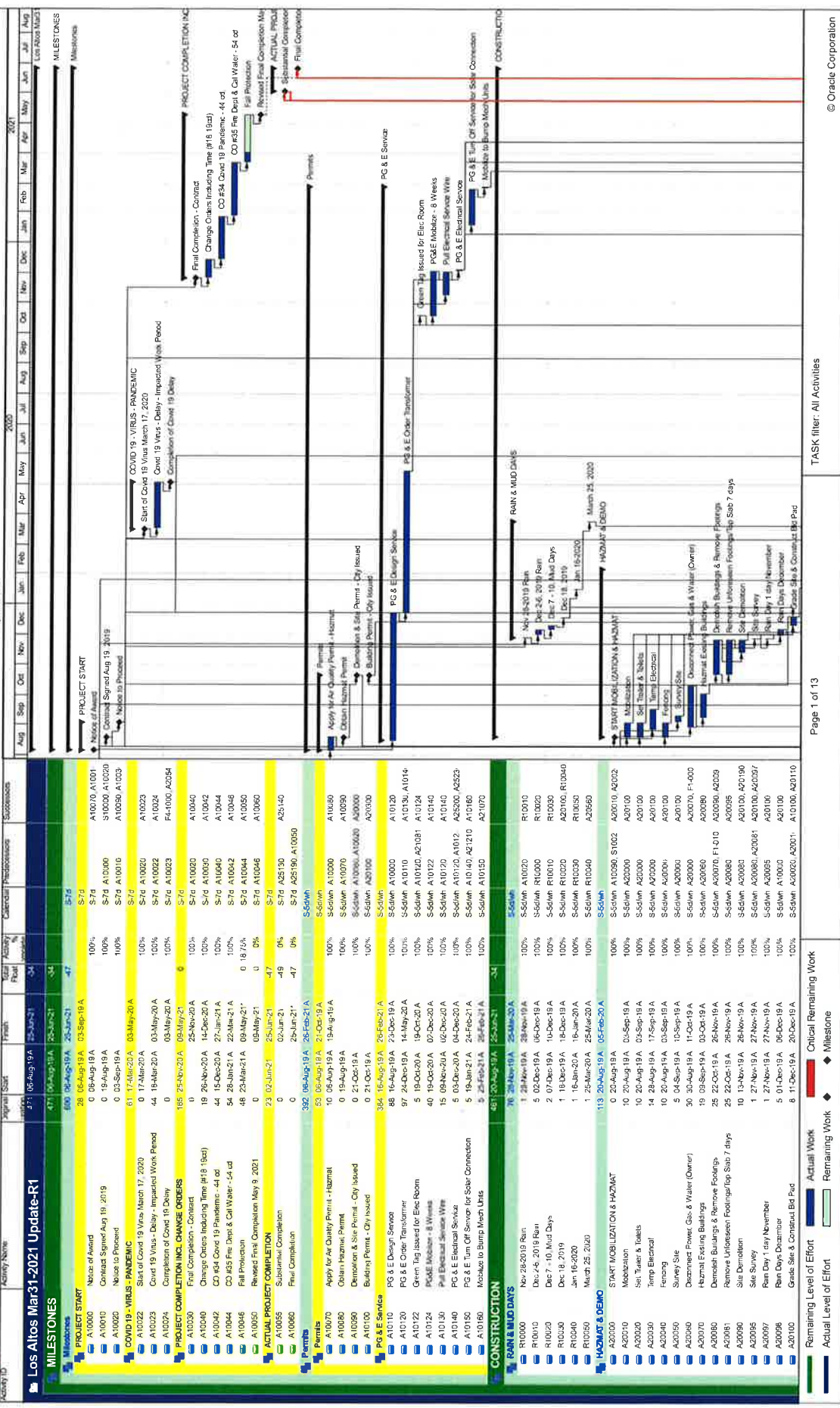


| DATE | DESCRIPTION OF CHANGE | PROJECT BUDGET LINE NUMBER | AMOUNT | TYPE OF CHANGE | INTER BUDGET TRANSFER | SOFT COST CONTINGENCY | HARD COST CONTINGENCY | FF&E CONTINGENCY | COMMENTS |
|--|---|----------------------------|--------------|-----------------------|---------------------------------------|-----------------------|-----------------------|------------------|---|
| *Project Budget Line Numbers are an internal NOVA tracking tool. | | | | | Inter Budget Transfer | Soft Cost Contingency | Hard Cost Contingency | FF&E Contingency | |
| | | | | | Beginning Contingency Balance: | \$ 498,390 | \$ 2,821,400 | \$ 135,800 | |
| 11/18/19 | Removal of Special Inspections Testing as separate budget line item | S-510 | \$ (74,876) | Soft Cost Contingency | \$ - | \$ (74,876) | \$ - | \$ - | Special Testing & Inspection added to Nova's contract |
| 11/18/19 | Special Inspection & Testing added to Nova's contract | S-350 | \$ 70,218 | Soft Cost Contingency | \$ - | \$ 70,218 | \$ - | \$ - | Special Testing & Inspection added to Nova's contract (Amendment #1) |
| 10/4/19 | Removal of Abatement Monitoring as separate budget line item because already captured in Znapfly contract | S-570 | \$ (68,000) | Soft Cost Contingency | \$ - | \$ (68,000) | \$ - | \$ - | Separate budget line item because already captured in Znapfly contract |
| 11/13/19 | Move funds from Contingency to CEQA Consultant | S-245 | \$ 38,194 | Soft Cost Contingency | \$ - | \$ 38,194 | \$ - | \$ - | Move funds from Contingency to CEQA Consultant |
| 10/30/19 | Move funds from Contingency to G&S contract | H-200 | \$ 103,713 | Hard Cost Contingency | \$ - | \$ - | \$ 103,713 | \$ - | COR-001 - Shoup Park renovation for relocated staff |
| 11/30/19 | Move funds from Contingency to G&S contract | H-200 | \$ 9,545 | Hard Cost Contingency | \$ - | \$ - | \$ 9,545 | \$ - | COR-002 - Analysis of soils prior to haul-off / disposal |
| 1/7/20 | Move funds from Contingency to G&S contract | H-200 | \$ 17,347 | Hard Cost Contingency | \$ - | \$ - | \$ 17,347 | \$ - | COR-003 - Pitzl Hangers. Improved aesthetic at exposed beam connections @ 48 locations |
| 1/21/20 | Move funds from Contingency to G&S contract | H-200 | \$ 9,005 | Hard Cost Contingency | \$ - | \$ - | \$ 9,005 | \$ - | COR-005 - Design clarification at Café for under-slab grease waste and vent pipe |
| 2/13/20 | Move funds from Contingency to G&S contract | H-200 | \$ 9,867 | Hard Cost Contingency | \$ - | \$ - | \$ 9,867 | \$ - | COR-006 - Added Sprinklers at Trash Enclosure |
| 2/20/20 | Move funds from Contingency to G&S contract | H-200 | \$ 18,919 | Hard Cost Contingency | \$ - | \$ - | \$ 18,919 | \$ - | COR-004 - Bulletin 1: Design clarification structural and plumbing for PV panel maintenance |
| 2/20/20 | Move funds from Contingency to G&S contract | H-200 | \$ 41,395 | Hard Cost Contingency | \$ - | \$ - | \$ 41,395 | \$ - | COR-008 - Overtime Schedule Acceleration Efforts Nov to Jan |
| 2/23/20 | Move funds from Contingency to G&S contract | H-200 | \$ 90,492 | Hard Cost Contingency | \$ - | \$ - | \$ 90,492 | \$ - | COR-007 - Demo Unforeseen Conditions |
| 3/6/20 | Move funds from Contingency to G&S contract | H-200 | \$ 8,788 | Hard Cost Contingency | \$ - | \$ - | \$ 8,788 | \$ - | COR-009 - Utility Changes |
| 3/12/20 | Move funds from Contingency to G&S contract | H-200 | \$ 3,612 | Hard Cost Contingency | \$ - | \$ - | \$ 3,612 | \$ - | COR-010 - Rebar Changes |
| 3/30/20 | Move funds from Contingency to G&S contract | H-200 | \$ 3,322 | Hard Cost Contingency | \$ - | \$ - | \$ 3,322 | \$ - | COR-011 - Coiling Door Changes |
| 5/26/20 | Reduction of Utility Fees and balance placed back in Soft Cost Contingency. Cal Water doing less work. | S-125 | \$ (101,760) | Soft Cost Contingency | \$ - | \$ (101,760) | \$ - | \$ - | Cal Water doing less work |
| 5/27/20 | Reduction of Haz Mat Survey and balance placed back in Soft Cost Contingency. | S-340 | \$ (36,165) | Soft Cost Contingency | \$ - | \$ (36,165) | \$ - | \$ - | No other haz mat work expected |
| 5/27/20 | Reduction of Biologist and balance placed back in Soft Cost Contingency. | S-380 | \$ (17,611) | Soft Cost Contingency | \$ - | \$ (17,611) | \$ - | \$ - | No other biologist work expected |
| 5/27/20 | Move funds from Contingency to City Utility Inspections | S-590 | \$ 22,012 | Soft Cost Contingency | \$ - | \$ 22,012 | \$ - | \$ - | 5/27: Requested by the City. Could not do in house |
| 5/27/20 | Move funds from Contingency to G&S contract | H-200 | \$ 2,008 | Hard Cost Contingency | \$ - | \$ - | \$ 2,008 | \$ - | COR-012 - Wood Door Veneer |
| 5/27/20 | Move funds from Contingency to G&S contract | H-200 | \$ 2,940 | Hard Cost Contingency | \$ - | \$ - | \$ 2,940 | \$ - | COR-013 - Soils |
| 5/27/20 | Move funds from Contingency to G&S contract | H-200 | \$ 16,012 | Hard Cost Contingency | \$ - | \$ - | \$ 16,012 | \$ - | COR-014 - 2" Rat Slab |
| 5/27/20 | Move funds from Contingency to G&S contract | H-200 | \$ 1,994 | Hard Cost Contingency | \$ - | \$ - | \$ 1,994 | \$ - | COR-015 - Floor Boxes and Recep |
| 5/27/20 | Move funds from Contingency to G&S contract | H-200 | \$ 4,991 | Hard Cost Contingency | \$ - | \$ - | \$ 4,991 | \$ - | COR-016 - Light Pole |
| 7/8/20 | Move funds from Contingency to G&S contract | H-200 | \$ (3,668) | Hard Cost Contingency | \$ - | \$ - | \$ (3,668) | \$ - | COR-017 - Remove VGA |
| 9/25/20 | Move funds from Contingency to G&S contract | H-200 | \$ 76,247 | Hard Cost Contingency | \$ - | \$ - | \$ 76,247 | \$ - | COR-018 - Schedule Ex #1 |
| 9/25/20 | Move funds from Contingency to G&S contract | H-200 | \$ 10,410 | Hard Cost Contingency | \$ - | \$ - | \$ 10,410 | \$ - | COR-019 - Concrete Blockouts |
| 9/29/20 | Reduction of Furniture and balance placed back in FF&E Cost Contingency. | F-130 | \$ (290,235) | FF&E Contingency | \$ - | \$ - | \$ - | \$ (290,235) | No other furniture work expected |
| 10/21/20 | Reduction of Plan Check Fees and balance placed back in Soft Cost Contingency. | S-105 | \$ (38,104) | Soft Cost Contingency | \$ - | \$ (38,104) | \$ - | \$ - | No additional plan check fees anticipated |
| 11/10/20 | Move funds from Contingency to Construction Management | S-350 | \$ 241,768 | Soft Cost Contingency | \$ - | \$ 241,768 | \$ - | \$ - | Per City, Amendment #2R1 is approved. |

| 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 |
|----------|---|------------------------------|--------------|--------------------|-----------------------|-----------------------|-----------------------|------------------|---|
| 11/10/20 | 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 |
| 11/17/20 | Move funds from Contingency to G&S contract | H-200 | \$ 10,324 | Hard Cost Conting. | \$ - | \$ - | \$ 10,324 | \$ - | COR-020 - Utility Boxes |
| 11/17/20 | Move funds from Contingency to G&S contract | H-200 | \$ 4,872 | Hard Cost Conting. | \$ - | \$ - | \$ 4,872 | \$ - | COR-021 - Kitchen Door |
| 11/17/20 | Move funds from Contingency to G&S contract | H-200 | \$ 4,175 | Hard Cost Conting. | \$ - | \$ - | \$ 4,175 | \$ - | COR-022 - Roof Screen Doors |
| 11/17/20 | Move funds from Contingency to G&S contract | H-200 | \$ 35,538 | Hard Cost Conting. | \$ - | \$ - | \$ 35,538 | \$ - | COR-023 - Timber Pro Coatings |
| 11/17/20 | Move funds from Contingency to G&S contract | H-200 | \$ (12,711) | Hard Cost Conting. | \$ - | \$ - | \$ (12,711) | \$ - | COR-024 - Door Hardware + |
| 11/17/20 | Move funds from Contingency to G&S contract | H-200 | \$ 7,680 | Hard Cost Conting. | \$ - | \$ - | \$ 7,680 | \$ - | COR-025 - RR and Flooring Changes |
| 11/17/20 | Move funds from Contingency to G&S contract | H-200 | \$ (1,302) | Hard Cost Conting. | \$ - | \$ - | \$ (1,302) | \$ - | COR-026 - Storefront Revs |
| 11/17/20 | Move funds from Contingency to G&S contract | H-200 | \$ 20,252 | Hard Cost Conting. | \$ - | \$ - | \$ 20,252 | \$ - | COR-027 - AC Grinding |
| 11/17/20 | Move funds from Contingency to G&S contract | H-200 | \$ 2,802 | Hard Cost Conting. | \$ - | \$ - | \$ 2,802 | \$ - | COR-028 - Tree Removal |
| 11/17/20 | Move funds from Contingency to G&S contract | H-200 | \$ 10,265 | Hard Cost Conting. | \$ - | \$ - | \$ 10,265 | \$ - | COR-029 - OT Thru Feb 2020 |
| 11/17/20 | Move funds from Contingency to G&S contract | H-200 | \$ 3,191 | Hard Cost Conting. | \$ - | \$ - | \$ 3,191 | \$ - | COR-030 - Speaker Color Change |
| 11/17/20 | Move funds from Contingency to G&S contract | H-200 | \$ 29,209 | Hard Cost Conting. | \$ - | \$ - | \$ 29,209 | \$ - | COR-031 - Framing and Added Bench Backrest |
| 11/17/20 | Move funds from Contingency to G&S contract | H-200 | \$ 22,434 | Hard Cost Conting. | \$ - | \$ - | \$ 22,434 | \$ - | COR-032 - Lobby Enclosure and Structural Framing |
| 12/10/20 | Move funds from Soft Contingency to Meza Fence | F-300 | \$ 4,580 | FF&E Conting. | \$ - | \$ - | \$ - | \$ 4,580 | Per, Peter/City request. Museum Fence Work 1/29, Changed to FF&E section per Jim. |
| 12/10/20 | Move funds from Contingency to G&S contract | H-200 | \$ 142,130 | Hard Cost Conting. | \$ - | \$ - | \$ 142,130 | \$ - | COR-033 - COVID Protocols thru October 2020 |
| 1/6/21 | Move Fund From FF&E Cost Contingency to Cover Kinderprep Furniture Purchase | F-130 | \$ 23,477 | FF&E Conting. | \$ - | \$ - | \$ - | \$ 23,477 | 1/6: Per Dave B., City purchase. |
| 1/28/21 | Move funds from Contingency to G&S contract | H-200 | \$ 27,214 | Hard Cost Conting. | \$ - | \$ - | \$ 27,214 | \$ - | COR-038 - Revised Bracing for Duct/Roof Screen |
| 1/28/21 | Move funds from Contingency to G&S contract | H-200 | \$ 14,775 | Hard Cost Conting. | \$ - | \$ - | \$ 14,775 | \$ - | COR-039 - Multiple Finish/Elec Changes |
| 1/28/21 | Move funds from Contingency to G&S contract | H-200 | \$ 6,952 | Hard Cost Conting. | \$ - | \$ - | \$ 6,952 | \$ - | COR-040 - Signage Changes |
| 1/28/21 | Move funds from Soft Contingency to Mission Water | F-310 | \$ 4,546 | FF&E Conting. | \$ - | \$ - | \$ - | \$ 4,546 | Per, Peter/City request. For Bottle Filling Station |
| 1/29/21 | Move funds from Contingency to G&S contract | H-200 | \$ 31,185 | Hard Cost Conting. | \$ - | \$ - | \$ 31,185 | \$ - | COR-041 - Revised Asphalt Work near Library Connect |
| 1/29/21 | Move funds from Contingency to G&S contract | H-200 | \$ 12,720 | Hard Cost Conting. | \$ - | \$ - | \$ 12,720 | \$ - | COR-043 - Acoustical Wall Panels |
| 1/29/21 | Move funds from Contingency to G&S contract | H-200 | \$ 4,270 | Hard Cost Conting. | \$ - | \$ - | \$ 4,270 | \$ - | COR-045 - Flashing Revision |
| 1/29/21 | Move funds from Contingency to G&S contract | H-200 | \$ 84,596 | Hard Cost Conting. | \$ - | \$ - | \$ 84,596 | \$ - | COR-051 - Added Site Lighting/Electrical |
| 1/29/21 | Reduction of Commissioning cost and balance placed back in Soft Cost Contingency. | S-580 | \$ (1,420) | Soft Cost Conting. | \$ - | \$ (1,420) | \$ - | \$ - | Balance back to Contingency |
| 2/1/21 | Move funds from Contingency to G&S contract | H-200 | \$ 3,847 | Hard Cost Conting. | \$ - | \$ - | \$ 3,847 | \$ - | COR-042 - Framing at Coiling Door |
| 2/1/21 | Move funds from Contingency to G&S contract | H-200 | \$ 1,166 | Hard Cost Conting. | \$ - | \$ - | \$ 1,166 | \$ - | COR-046 - Added Bend Plate |
| 2/8/21 | Move funds from Contingency to G&S contract | H-200 | \$ 35,265 | Hard Cost Conting. | \$ - | \$ - | \$ 35,265 | \$ - | COR-049 - Irrigation Controllers |
| 2/8/21 | Move funds from Contingency to G&S contract | H-200 | \$ 440 | Hard Cost Conting. | \$ - | \$ - | \$ 440 | \$ - | COR-046 - Added Lock for Sr Room Partition |
| 2/17/21 | Move Fund From FF&E Cost Contingency to Storage Fees Furniture One Workplace | F-130 | \$ 736 | FF&E Conting. | \$ - | \$ - | \$ - | \$ 736 | 2/17: Per Dave B., email |
| 2/22/21 | Reduction of Move/Relocation Fees and balance placed back in Soft Cost Contingency. | F-160 | \$ (150,991) | FF&E Conting. | \$ - | \$ - | \$ - | \$ (150,991) | 2/22: Per Peter M. email, no moving fees expected. |
| 3/2/21 | Move funds from Contingency to G&S contract | H-200 | \$ 37,386 | Hard Cost Conting. | \$ - | \$ - | \$ 37,386 | \$ - | COR-048 - Covid Protocols Nov/Dec 2020 |
| 3/2/21 | Move funds from Contingency to G&S contract | H-200 | \$ 8,078 | Hard Cost Conting. | \$ - | \$ - | \$ 8,078 | \$ - | COR-053 - Second Prefinished Side of Corrogated |
| 3/2/21 | Move funds from Contingency to G&S contract | H-200 | \$ 4,860 | Hard Cost Conting. | \$ - | \$ - | \$ 4,860 | \$ - | COR-054 - Interior Recept for Holiday Lighting |
| 3/2/21 | Move funds from Contingency to G&S contract | H-200 | \$ (4,516) | Hard Cost Conting. | \$ - | \$ - | \$ (4,516) | \$ - | COR-055 - Light Pole & Head Flashing Credit |
| 3/2/21 | Move funds from Contingency to G&S contract | H-200 | \$ 8,994 | Hard Cost Conting. | \$ - | \$ - | \$ 8,994 | \$ - | COR-056 - Revised Fencing at Playground |
| 3/2/21 | Move funds from Contingency to G&S contract | H-200 | \$ 5,014 | Hard Cost Conting. | \$ - | \$ - | \$ 5,014 | \$ - | COR-057 - Revised Duct at Community RM |
| 3/12/21 | Move funds from Contingency to G&S contract | H-200 | \$ 39,767 | Hard Cost Conting. | \$ - | \$ - | \$ 39,767 | \$ - | COR-062 - Protocols Jan and Feb 2021 |

Appendix B. Construction Schedule Details

March 31-2021 Schedule Update

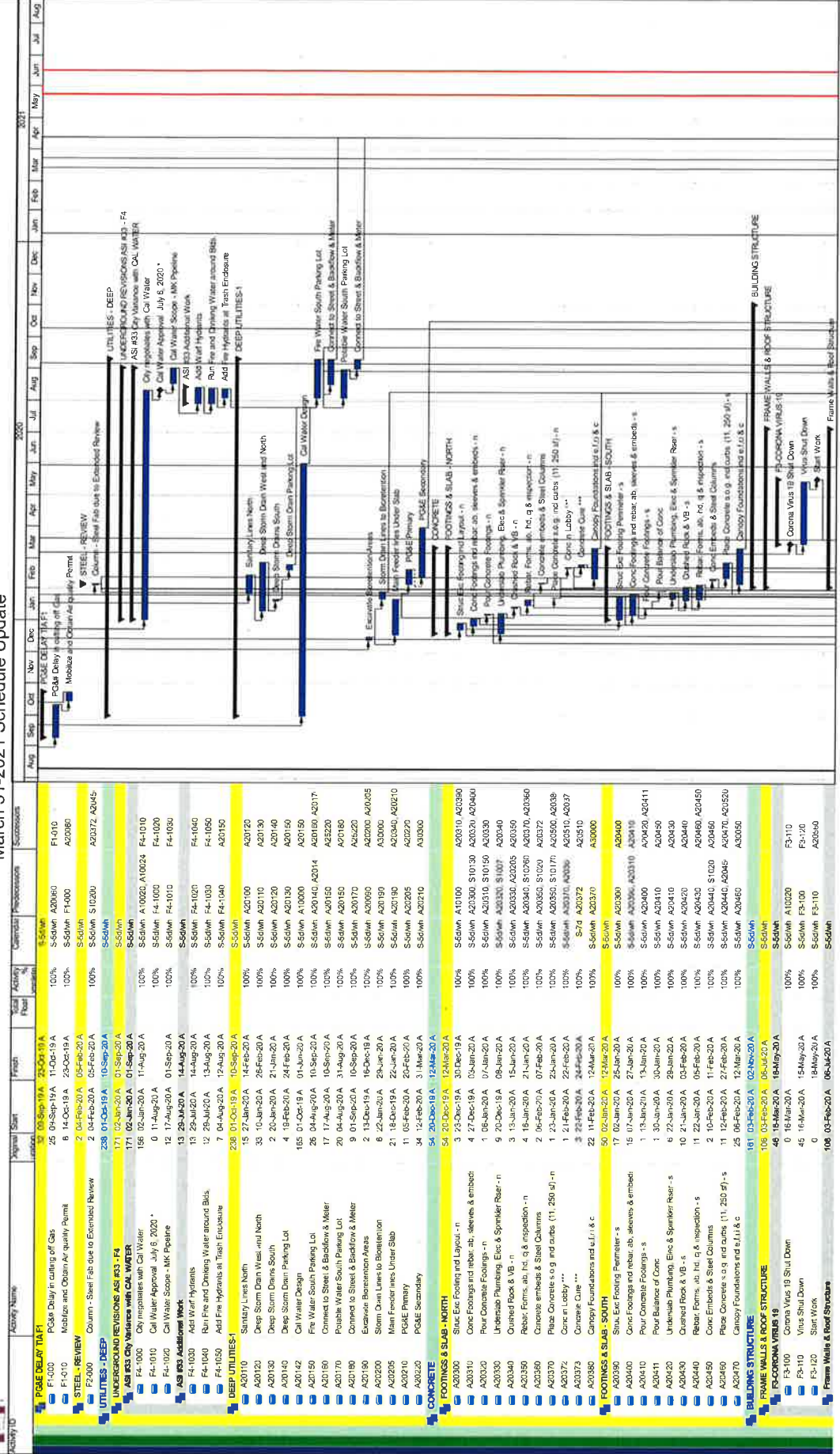




CONSALVES & STRONCK CONSTRUCTION CO.

LOS ALTOS COMMUNITY CENTER
97 Hillview Ave. Los Altos, California
March 31-2021 Schedule Update

Current Date 14-Apr-21
Data Date 01-Apr-21



| Activity ID | Activity Name | Original Start | Finish | % Complete | Predecessors | Sub-tasks |
|-------------|---|----------------|-----------|------------|--------------|--------------|
| F-000 | POLE DELAY TRAFFI | 08-Sep-19 | 25-Oct-19 | 100% | | F-010 |
| F-010 | POLE Delay in cutting off Gas | 08-Sep-19 | 14-Oct-19 | 100% | | A20080 |
| F-020 | Mobile and Obtain Air Quality Permit | 14-Oct-19 | 20-Oct-19 | 100% | | |
| F2000 | STEEL - REVIEW | 20-Oct-19 | 05-Feb-20 | 100% | | A2037, A2045 |
| F2000 | Column - Steel Fabric due to Extended Review | 20-Oct-19 | 10-Sep-20 | 100% | | |
| F4-100 | UTILITIES - DEEP | 17-Sep-20 | 01-Sep-20 | 100% | | |
| F4-100 | ASI #33 Dry Hydrants with Cal Water | 17-Sep-20 | 01-Sep-20 | 100% | | |
| F4-100 | Call Water Approval July 5, 2020 * | 17-Sep-20 | 01-Sep-20 | 100% | | |
| F4-100 | Call Water Sops - MK Pipeline | 17-Sep-20 | 01-Sep-20 | 100% | | |
| F4-100 | ASI #33 Additional Work | 17-Sep-20 | 01-Sep-20 | 100% | | |
| F4-100 | ASI #33 Additional Work | 17-Sep-20 | 01-Sep-20 | 100% | | |
| F4-100 | Run Fire and Draining Water around Bldg. | 17-Sep-20 | 01-Sep-20 | 100% | | |
| F4-100 | Add Fire Hydrants at Train Enclosure | 17-Sep-20 | 01-Sep-20 | 100% | | |
| F4-100 | DEEP UTILITIES-1 | 17-Sep-20 | 01-Sep-20 | 100% | | |
| A2010 | Sanitary Lines North | 15-Jan-20 | 14-Feb-20 | 100% | | A2020 |
| A2010 | Deep Storm Drain West and North | 10-Jan-20 | 28-Feb-20 | 100% | | A2030 |
| A2010 | Deep Storm Drains South | 20-Jan-20 | 21-Jan-20 | 100% | | A2040 |
| A2010 | Deep Storm Drain Parking Lot | 4-Feb-20 | 24-Feb-20 | 100% | | A2050 |
| A2010 | Call Water Design | 16-Oct-19 | 01-Jun-20 | 100% | | A2060 |
| A2010 | Fire Water South Parking Lot | 26-Oct-19 | 10-Sep-20 | 100% | | A2070 |
| A2010 | Connect to Street & Backflow & Meter | 17-Aug-20 | 31-Aug-20 | 100% | | A2080 |
| A2010 | Portable Water South Parking Lot | 20-Aug-20 | 10-Sep-20 | 100% | | A2090 |
| A2010 | Connect to Street & Backflow & Meter | 01-Sep-20 | 10-Sep-20 | 100% | | A2100 |
| A2010 | Excavate Basement Areas | 13-Dec-19 | 16-Dec-19 | 100% | | A2110 |
| A2020 | Storm Drain Lines to Blomention | 22-Jan-20 | 26-Jan-20 | 100% | | A2120 |
| A2020 | Main Fender into Under Slab | 21-Oct-19 | 26-Jan-20 | 100% | | A2130 |
| A2020 | POBE Primary | 05-Feb-20 | 20-Feb-20 | 100% | | A2140 |
| A2020 | POBE Secondary | 12-Feb-20 | 31-Mar-20 | 100% | | A2150 |
| A2020 | CONCRETE | 20-Dec-19 | 12-Mar-20 | 100% | | A2160 |
| A2030 | Steel Eric Framing and Layout - n | 23-Dec-19 | 30-Dec-19 | 100% | | A2170 |
| A2030 | Form Footings and rebar ab. sleeves & embeds | 4-Dec-19 | 03-Jan-20 | 100% | | A2180 |
| A2030 | Pour Concrete Footings - n | 10-Jan-20 | 07-Jan-20 | 100% | | A2190 |
| A2030 | Underlab Plumbing, Eric & Sprinkler Rear - n | 9-Dec-19 | 08-Jan-20 | 100% | | A2200 |
| A2030 | Curved Rock & VB - n | 13-Jan-20 | 15-Jan-20 | 100% | | A2210 |
| A2030 | Rebar. Forms. ab. hd. q. & inspection - n | 04-Feb-20 | 07-Feb-20 | 100% | | A2220 |
| A2030 | Concrete embeds & Steel Columns | 23-Jan-20 | 25-Jan-20 | 100% | | A2230 |
| A2030 | Pipe Concrete s.o.g. and curbs (11, 250 ft) - n | 1-Feb-20 | 22-Feb-20 | 100% | | A2240 |
| A2030 | Concrete Cure *** | 22-Feb-20 | 24-Feb-20 | 100% | | A2250 |
| A2030 | Canopy Foundations and e/L & c | 11-Feb-20 | 12-Mar-20 | 100% | | A2260 |
| A2030 | FOOTINGS & SLAB - SOUTH | 02-Jan-20 | 25-Jan-20 | 100% | | A2270 |
| A2040 | Steel Eric Framing Perimeter - s | 17-Jan-20 | 27-Jan-20 | 100% | | A2280 |
| A2040 | Pour Concrete Footings - s | 13-Jan-20 | 13-Jan-20 | 100% | | A2290 |
| A2040 | Pour Balance of Conc | 30-Jan-20 | 30-Jan-20 | 100% | | A2300 |
| A2040 | Underlab Plumbing, Eric & Sprinkler Rear - s | 22-Jan-20 | 28-Jan-20 | 100% | | A2310 |
| A2040 | Curved Rock & VB - s | 10-Jan-20 | 03-Feb-20 | 100% | | A2320 |
| A2040 | Rebar. Forms. ab. hd. q. & inspection - s | 12-Jan-20 | 05-Feb-20 | 100% | | A2330 |
| A2040 | Concrete Embeds & Steel Columns | 2-Feb-20 | 27-Feb-20 | 100% | | A2340 |
| A2040 | Pipe Concrete s.o.g. and curbs (11, 250 ft) - s | 12-Feb-20 | 27-Feb-20 | 100% | | A2350 |
| A2040 | Canopy Foundations and e/L & c | 05-Feb-20 | 12-Mar-20 | 100% | | A2360 |
| A2040 | FRAME WALLS & ROOF STRUCTURE | 03-Feb-20 | 02-Mar-20 | 100% | | A2370 |
| A2040 | Frame Walls 19 Shit Down | 16-Mar-20 | 16-Mar-20 | 100% | | A2380 |
| A2040 | Met. Shut Down | 16-Mar-20 | 16-Mar-20 | 100% | | A2390 |
| A2040 | Start Work | 16-Mar-20 | 16-Mar-20 | 100% | | A2400 |
| A2040 | Frame Walls & Roof Structure | 03-Feb-20 | 02-Mar-20 | 100% | | A2410 |

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TASK filter: All Activities

Remaining Level of Effort
Actual Level of Effort

Actual Work
Remaining Work
Critical Remaining Work
Milestone

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LOS ALTOS COMMUNITY CENTER
97 Hillview Ave. Los Altos, California
March 31-2021 Schedule Update

Current Date 14-Apr-21
Data Date 01-Apr-21

| Activity ID | Activity Name | Actual Start | Finish | Total Floor | Actual | Remaining | Subcontractors | 2020 | 2021 |
|-------------------------------|---------------------------------------|----------------|------------|-------------|--------|-----------|---------------------------------------|------|------|
| A21180 | New Screen & Guard Rail - RS | 24-Aug-20A | 25-Feb-21A | | | | S-500W A21180 | | |
| A21190 | Bump Mechanical Units - RS | 3-25-Mar-21A | 29-Mar-21A | | | | S-500W A21190, A21144, A23200 | | |
| EXTERIOR WALLS - NORTH | | | | | | | | | |
| A20198 | Aluminum Flashing | 179-18-Mar-20A | 01-Apr-21A | 100% | | | S-500W A20198, A2219 | | |
| A22181 | Block Flashing Design OPEB 120A AS184 | 36-06-Jun-20A | 28-Jul-20A | 100% | | | S-500W A22181 | | |
| A22200 | Set Door Frames | 30-01-Jun-20A | 14-Jul-20A | 100% | | | S-500W A22200 | | |
| A22210 | Set Door Frames | 41-18-May-20A | 15-Jul-20A | 100% | | | S-500W A22210 | | |
| A22220 | Set 2 inch Insulation and Air Barrier | 26-05-Aug-20A | 10-Sep-20A | 100% | | | S-500W A22220, S2003, A22210, A222A | | |
| A22230 | Paper & Lath | 30-05-Aug-20A | 27-Oct-20A | 100% | | | S-500W A22230, A2220, A2230, A23140 | | |
| A22240 | Scratch, Brown & Finish | 25-28-Aug-20A | 27-Oct-20A | 100% | | | S-500W A22240, A2240, A22450 | | |
| A22250 | Wood Finish to Walls | 10-27-Oct-20A | 16-Nov-20A | 100% | | | S-500W A22250, A2230 | | |
| A22260 | Metal Finish to Walls | 7-17-Sep-20A | 29-Jan-21A | 100% | | | S-500W A22260, A2230, A2226A, A22270 | | |
| A22265 | Current Panels to Wall | 7-15-Jan-21A | 24-Feb-21A | 100% | | | S-500W A22265, S20180, A22210, A22300 | | |
| A22270 | Set Windows & Caulk | 7-26-Jan-21A | 05-Feb-21A | 100% | | | S-500W A22270, A22270 | | |
| A22280 | Standard w/ Doors & Security | 8-30-Jul-20A | 15-Oct-20A | 100% | | | S-500W A22280, A2230 | | |
| A22290 | Hang Doors & Hardware | 5-13-Nov-20A | 17-Dec-20A | 100% | | | S-500W A22290, S10480, A22280, A2230 | | |
| A22300 | Cardium, Rollers & Gullers | 7-01-Sep-20A | 15-Jan-21A | 100% | | | S-500W A22300, A2230, A23000 | | |
| A22300 | Paint Exterior Walls (Sail Coat Wood) | 150-25-Jun-20A | 01-Apr-21A | 100% | | | S-500W A22300, A2224, A23510 | | |
| A23000 | Set Aluminum Flashing | 33-17-Jul-20A | 19-Oct-20A | 100% | | | S-500W A23000, A2310, A23010 | | |
| A23010 | Set Door Frames | 24-26-Jun-20A | 31-Mar-20A | 100% | | | S-500W A23010, A23640, A2310, A23200 | | |
| A23020 | Set 2 inch Insulation and Air Barrier | 20-27-Aug-20A | 02-Nov-20A | 100% | | | S-500W A23020, A2300, A23200 | | |
| A23030 | Paper & Lath | 36-28-Aug-20A | 18-Dec-20A | 100% | | | S-500W A23030, A2300, A2350, A23500 | | |
| A23040 | Scratch, Brown & Finish | 17-22-Oct-20A | 15-Jan-21A | 100% | | | S-500W A23040, A2300, A2350, A23500 | | |
| A23050 | Stucco Cure | 10-13-Jan-21A | 26-Jan-21A | 100% | | | S-500W A23050, A2300, A2350, A23500 | | |
| A23060 | Wood Finish to Walls | 7-30-Dec-20A | 19-Feb-21A | 100% | | | S-500W A23060, A2300, A2360, A2370 | | |
| A23065 | Metal Finish to Walls | 5-01-Feb-21A | 01-Apr-21A | -5 | | | S-500W A23065, A2300, A2360, A2370 | | |
| A23070 | Current Siding | 5-01-Feb-21A | 01-Apr-21A | -8 | | | S-500W A23070, A2300, A2370 | | |
| A23080 | Set Windows & Caulk | 10-01-Sep-20A | 29-Jan-21A | 100% | | | S-500W A23080, A2305, A23060, A23000 | | |
| A23090 | Standard w/ Doors & Security | 6-14-Sep-20A | 29-Jan-21A | 100% | | | S-500W A23090, A2300, A2360, A2360 | | |
| A23095 | Hang Doors & Hardware | 5-23-Nov-20A | 28-Jan-21A | 100% | | | S-500W A23095, A2360, A2360 | | |
| A23099 | Cardium, Rollers & Gullers | 5-05-Oct-20A | 24-Feb-21A | 100% | | | S-500W A23099, A2360, A2360 | | |
| A23100 | Paint Exterior Walls | 5-22-Jan-21A | 01-Apr-21A | -9 | | | S-500W A23100, A2300, A2360, A2360 | | |
| FINISHES | | | | | | | | | |
| A23100 | Run Spinner Inlet | 279-09-Mar-20A | 19-Apr-21A | 29 | | | S-500W A23100, A2300, A2360, A2360 | | |
| A23110 | MEP - Rough-in and Epic Panels | 43-23-Mar-20A | 20-May-20A | 100% | | | S-500W A23110, A2104, A23110, A2312 | | |
| A23120 | Plumb Toilets & Shower | 103-09-Mar-20A | 31-Jul-20A | 100% | | | S-500W A23120, S1071, A23140, A2314 | | |
| A23130 | Set Mechanical Units | 91-25-Mar-20A | 31-Jul-20A | 100% | | | S-500W A23130, A2310, A23140, A23140 | | |
| A23140 | Drywall & Insulation | 42-20-Jul-20A | 25-Sep-20A | 100% | | | S-500W A23140, S10660, A23140, A23140 | | |
| A23150 | Doors, Hardware & Wd Trim | 50-27-Jul-20A | 05-Nov-20A | 100% | | | S-500W A23150, S10660, A23150, A23200 | | |
| A23160 | Paint Interior Walls & Ceilings | 4-06-Nov-20A | 25-Jan-21A | 100% | | | S-500W A23160, S10420, A23160 | | |
| A23170 | Acoustical Ceiling Grid | 5-02-Dec-20A | 25-Jan-21A | 100% | | | S-500W A23170, S10420, A23160 | | |
| A23180 | Cabinets & Tops | 3-17-Dec-20A | 15-Jan-21A | 100% | | | S-500W A23180, S10120, A23160 | | |
| A23190 | Light Fixtures, Fans & Wall Lights | 5-20-Jan-21A | 25-Jan-21A | 100% | | | S-500W A23190, A2310, A23200 | | |
| A23200 | MEP Trim and Sinks | 4-30-Dec-20A | 11-Feb-21A | 100% | | | S-500W A23200, A2310, A23200 | | |
| A23210 | Drop Ceiling Tile | 3-13-Jan-21A | 17-Mar-21A | 100% | | | S-500W A23210, A2310, A23200 | | |
| A23220 | Carpet & Resilient and Moisture Test | 2-08-Mar-21A | 18-Mar-21A | 100% | | | S-500W A23220, A2310, A23220, A23200 | | |
| A23230 | Wood Flooring | 6-25-Mar-21A | 31-Mar-21A | -29 | | | S-500W A23230, S10240, A23250 | | |
| A23240 | Wall Mirror & Hand Rail | 4-30-Mar-21A | 01-Apr-21A | -25 | | | S-500W A23240, A2320, A23250 | | |
| A23250 | Misc Specialties | 5-25-Mar-21A | 07-Apr-21A | -90 | | | S-500W A23250, A2322, A2320 | | |
| A23260 | Small Toilets & Shower | 0-21-Dec-20A | 05-Jan-21A | 100% | | | S-500W A23260, S1029, A23280 | | |
| A23270 | Tile Floor & Walls and Membranes | 10-21-Dec-20A | 05-Jan-21A | 100% | | | S-500W A23270, S10840, A23300 | | |
| A23280 | Light Fixtures | 4-07-Jan-21A | 08-Jan-21A | 100% | | | S-500W A23280, A2330, A23310 | | |
| A23290 | Set Plumbing Fixtures | 6-28-Jan-21A | 26-Jan-21A | 100% | | | S-500W A23290, A2330, A23310 | | |
| A23300 | Toilet Accessories | 5-23-Mar-21A | 26-Mar-21A | 100% | | | S-500W A23300, A2330, A23320 | | |
| A23310 | Door & Hardware | 3-25-Jan-21A | 25-Jan-21A | 100% | | | S-500W A23310, A2330, A23320 | | |
| A23320 | MEP Trim and Life Safety | 4-25-Jan-21A | 07-Apr-21A | -29 | | | S-500W A23320, A2330, A23340 | | |
| A23330 | Balance & Functionality | 3-07-Apr-21 | 12-Apr-21 | -29 | | | S-500W A23330, A2330, A23340 | | |

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

TASK filter: All Activities

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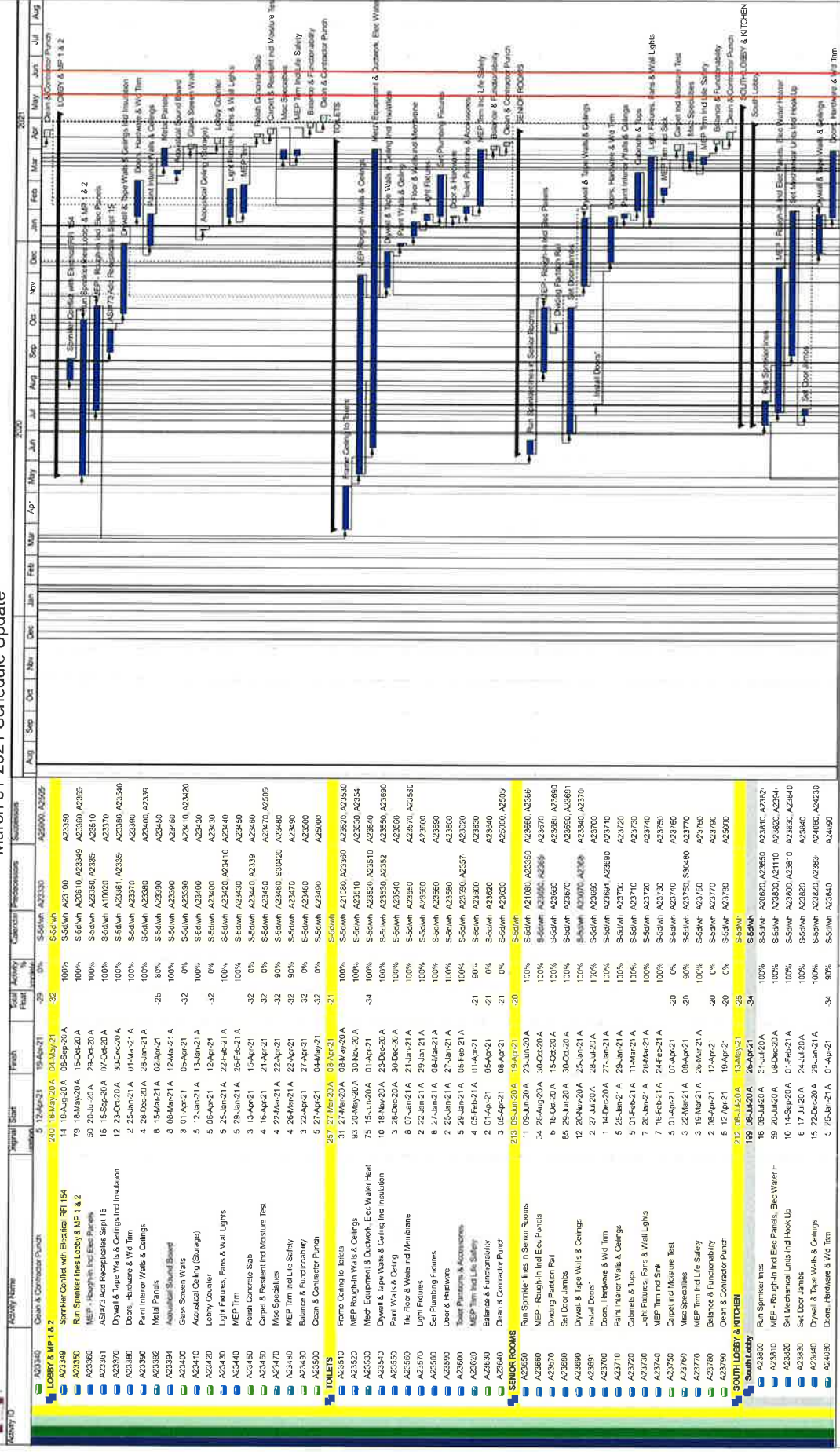
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GONSALVES & STRONCK CONSTRUCTION CO.

LOS ALTOS COMMUNITY CENTER
 97 Hillview Ave. Los Altos, California
 March 31-2021 Schedule Update

Current Date 14-Apr-21
 Data Date 01-Apr-21

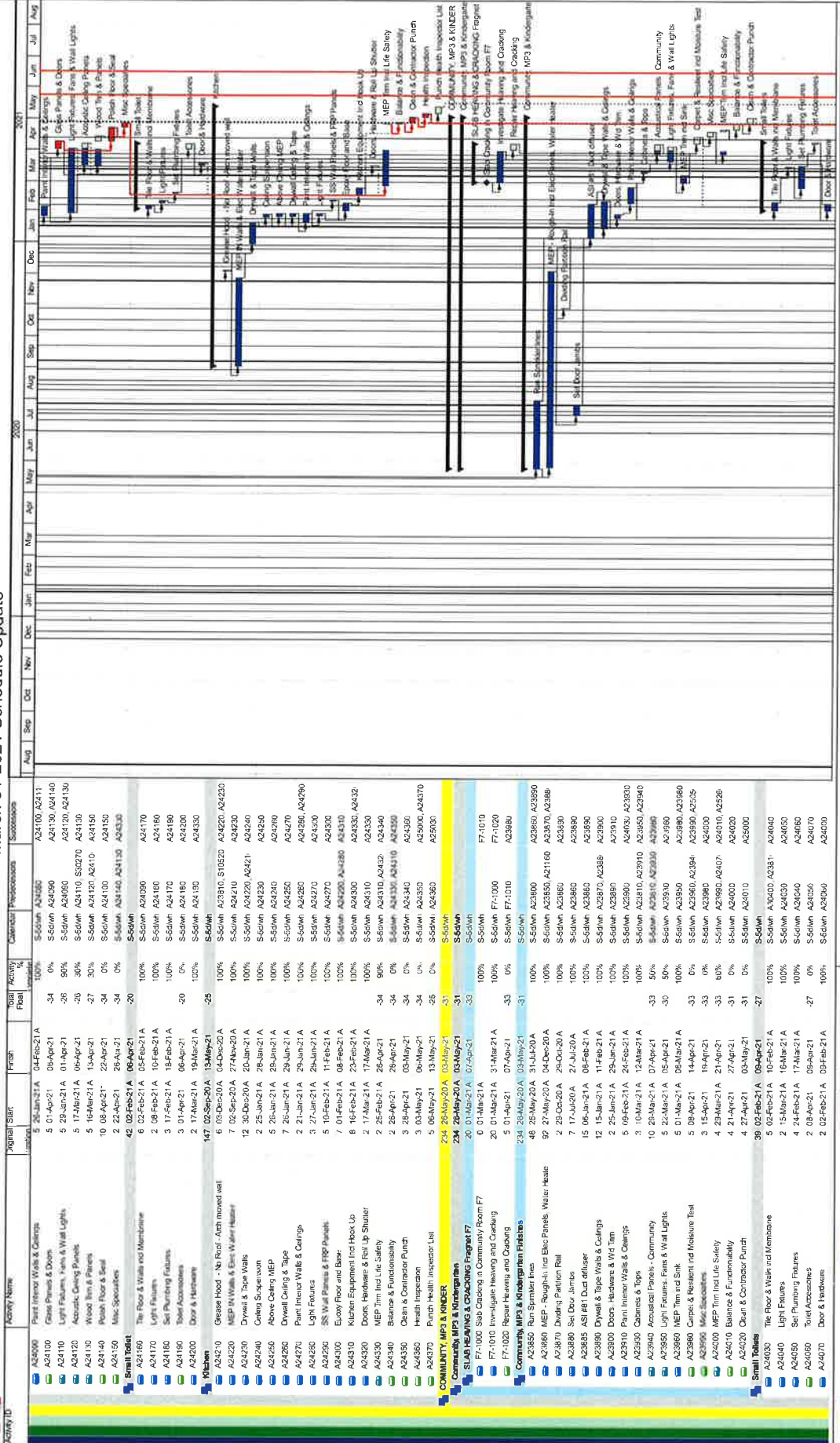


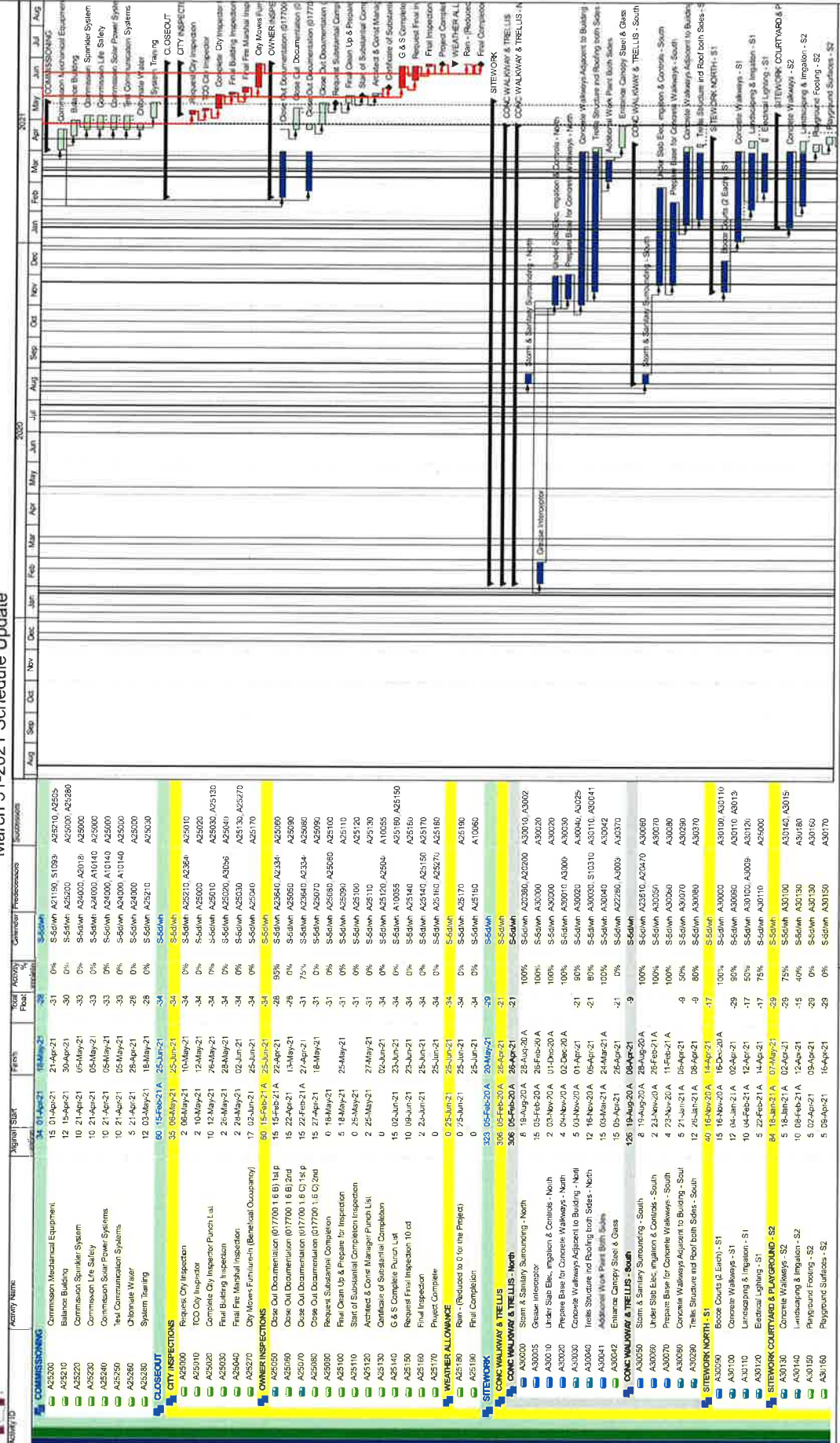
| Activity ID | Activity Name | Original Start | Final | Total Actual % | Remaining % | Resources |
|-------------|--|----------------|-----------|----------------|-------------|------------------------|
| A23340 | Clean & Contractor Punch | 14-Apr-21 | 18-Apr-21 | 0% | 0% | A23500, A23550 |
| A23349 | LOBBY & MP 1 & 2 | 20-Jul-20 | 08-Sep-21 | 32% | 0% | A23500, A23550 |
| A23350 | Speaker Conduit with Electrical RFI 1&2 | 14-Apr-20 | 06-Sep-20 | 100% | 0% | A23650 |
| A23350 | Run Speaker Lines Lobby & MP 1 & 2 | 19-May-20 | 15-Oct-20 | 100% | 0% | A23349, A23350, A23650 |
| A23350 | MEP - Rough-in and Elec Panels | 20-Jul-20 | 29-Oct-20 | 100% | 0% | A23350, A23350, A23350 |
| A23350 | A23350 Add Receptacles Sert 15 | 15-Sep-20 | 07-Feb-21 | 100% | 0% | A23350, A23350, A23350 |
| A23370 | Drywall & Tape Walls & Ceilings and Insulation | 17-Sep-20 | 30-Dec-20 | 100% | 0% | A23390, A23540 |
| A23380 | Doors, Hardware & Wd Trim | 2-Sep-21 | 01-Mar-21 | 100% | 0% | A23390, A23390 |
| A23390 | Paint Interior Walls & Ceilings | 8-Sep-20 | 28-Jun-21 | 100% | 0% | A23390, A23390, A23390 |
| A23390 | Acoustical Sound Board | 8-Sep-20 | 12-Mar-21 | 100% | 0% | A23390, A23390, A23390 |
| A23400 | Glaze Screen Walls | 31-Apr-21 | 05-Apr-21 | 0% | 0% | A23450 |
| A23410 | Acoustical Ceiling (Sourcings) | 5-Jun-21 | 13-Jun-21 | 0% | 0% | A23450, A23450 |
| A23420 | Light Counter | 05-Apr-21 | 12-Apr-21 | 0% | 0% | A23450, A23450 |
| A23430 | MEP Trim | 5-Jun-21 | 22-Feb-21 | 0% | 0% | A23450, A23450 |
| A23440 | Polish Concrete Slab | 31-Apr-21 | 15-Apr-21 | 0% | 0% | A23450, A23450 |
| A23450 | Carpet & Resilient and Measure Test | 4-May-21 | 21-Apr-21 | 0% | 0% | A23450, A23450 |
| A23480 | MEP Trim and Life Safety | 4-May-21 | 22-Apr-21 | 0% | 0% | A23480, A23480 |
| A23490 | Balance & Functionality | 3-May-21 | 27-Apr-21 | 0% | 0% | A23480, A23480 |
| A23500 | Clean & Contractor Punch | 5-May-21 | 04-May-21 | 0% | 0% | A23500 |
| A23510 | Frame Ceiling to Beams | 27-Jul-20 | 05-Jul-20 | 100% | 0% | A23550, A23550 |
| A23520 | MEP Rough-in Walls & Ceilings | 31-Jul-20 | 08-Sep-20 | 100% | 0% | A23550, A23550, A23550 |
| A23530 | MEP Equipment & Ductwork, Elec Water Heat | 30-May-20 | 30-May-20 | 100% | 0% | A23550, A23550 |
| A23540 | Drywall & Tape Walls & Ceilings and Insulation | 15-Jun-20 | 01-Nov-21 | 34% | 0% | A23550, A23550, A23550 |
| A23550 | Paint Walls & Ceiling | 16-Nov-20 | 22-Dec-20 | 100% | 0% | A23550, A23550 |
| A23570 | The Floor & Walls and Membrane | 28-Dec-20 | 30-Dec-20 | 100% | 0% | A23550, A23550 |
| A23580 | Light Fixtures | 07-Jan-21 | 21-Jan-21 | 100% | 0% | A23550, A23550 |
| A23590 | Set Plumbing Fixtures | 22-Jan-21 | 29-Jan-21 | 100% | 0% | A23550, A23550 |
| A23600 | Door & Hardware | 8-Jul-21 | 08-Mar-21 | 100% | 0% | A23550, A23550 |
| A23610 | Door Partitions & Accessories | 25-Jan-21 | 27-Jan-21 | 100% | 0% | A23550, A23550 |
| A23620 | MEP Trim and Life Safety | 25-Jan-21 | 05-Feb-21 | 100% | 0% | A23550, A23550 |
| A23630 | Balance & Functionality | 4-Feb-21 | 01-Apr-21 | 21% | 0% | A23630, A23630 |
| A23640 | Clean & Contractor Punch | 05-Apr-21 | 08-Apr-21 | 0% | 0% | A23640, A23640 |
| A23650 | Run Speaker Lines in Senior Rooms | 213-09-Jun-20 | 19-Apr-21 | 20% | 0% | A23650, A23650 |
| A23660 | MEP - Rough-in and Elec Panels | 11-Jun-20 | 23-Jun-20 | 100% | 0% | A23660, A23660 |
| A23670 | Dancing Partition Wall | 28-Aug-20 | 30-Oct-20 | 100% | 0% | A23660, A23660, A23660 |
| A23680 | Set Door Jambes | 5-Oct-20 | 15-Oct-20 | 100% | 0% | A23660, A23660 |
| A23690 | Drywall & Tape Walls & Ceilings | 29-Jun-20 | 30-Oct-20 | 100% | 0% | A23660, A23660, A23660 |
| A23700 | Install Doors | 20-Nov-20 | 25-Jun-21 | 100% | 0% | A23660, A23660, A23660 |
| A23710 | Doors, Hardware & Wd Trim | 14-Dec-20 | 27-Jan-21 | 100% | 0% | A23660, A23660, A23660 |
| A23720 | Light Fixtures, Fans & Ceilings | 01-Feb-21 | 13-Mar-21 | 100% | 0% | A23660, A23660, A23660 |
| A23730 | Carpet and Measure Test | 7-Feb-21 | 24-Feb-21 | 100% | 0% | A23660, A23660, A23660 |
| A23740 | MEP Trim and Sink | 01-Apr-21 | 07-Apr-21 | 0% | 0% | A23660, A23660, A23660 |
| A23750 | MEP Trim and Life Safety | 19-Mar-21 | 26-Mar-21 | 0% | 0% | A23660, A23660, A23660 |
| A23760 | Balance & Functionality | 09-Apr-21 | 12-Apr-21 | 0% | 0% | A23660, A23660, A23660 |
| A23790 | Clean & Contractor Punch | 12-Apr-21 | 19-Apr-21 | 0% | 0% | A23660, A23660, A23660 |
| A23800 | South Lobby & KIT/EN | 212-08-Jul-20 | 13-Mar-21 | 25% | 0% | A23800, A23800 |
| A23810 | Run Speaker Lines | 189-06-Jul-20 | 26-Apr-21 | 34% | 0% | A23810, A23810 |
| A23810 | MEP - Rough-in and Elec Panels, Elec Water F | 08-Jul-20 | 31-Jul-20 | 100% | 0% | A23810, A23810, A23810 |
| A23820 | SM Mechanical Units and Hook Up | 20-Jul-20 | 08-Dec-20 | 100% | 0% | A23810, A23810, A23810 |
| A23830 | Set Door Jambes | 14-Sep-20 | 01-Feb-21 | 100% | 0% | A23810, A23810, A23810 |
| A23840 | Drywall & Tape Walls & Ceilings | 17-Jul-20 | 24-Jul-20 | 100% | 0% | A23810, A23810, A23810 |
| A24080 | Doors, Hardware & Wd Trim | 15-Dec-20 | 25-Jan-21 | 100% | 0% | A24080, A24080, A24080 |
| A24180 | Doors, Hardware & Wd Trim | 5-Jan-21 | 01-Apr-21 | 34% | 0% | A24180, A24180 |



CONSALVES & STRONCK CONSTRUCTION CO.
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 97 Hillview Ave. Los Altos, California
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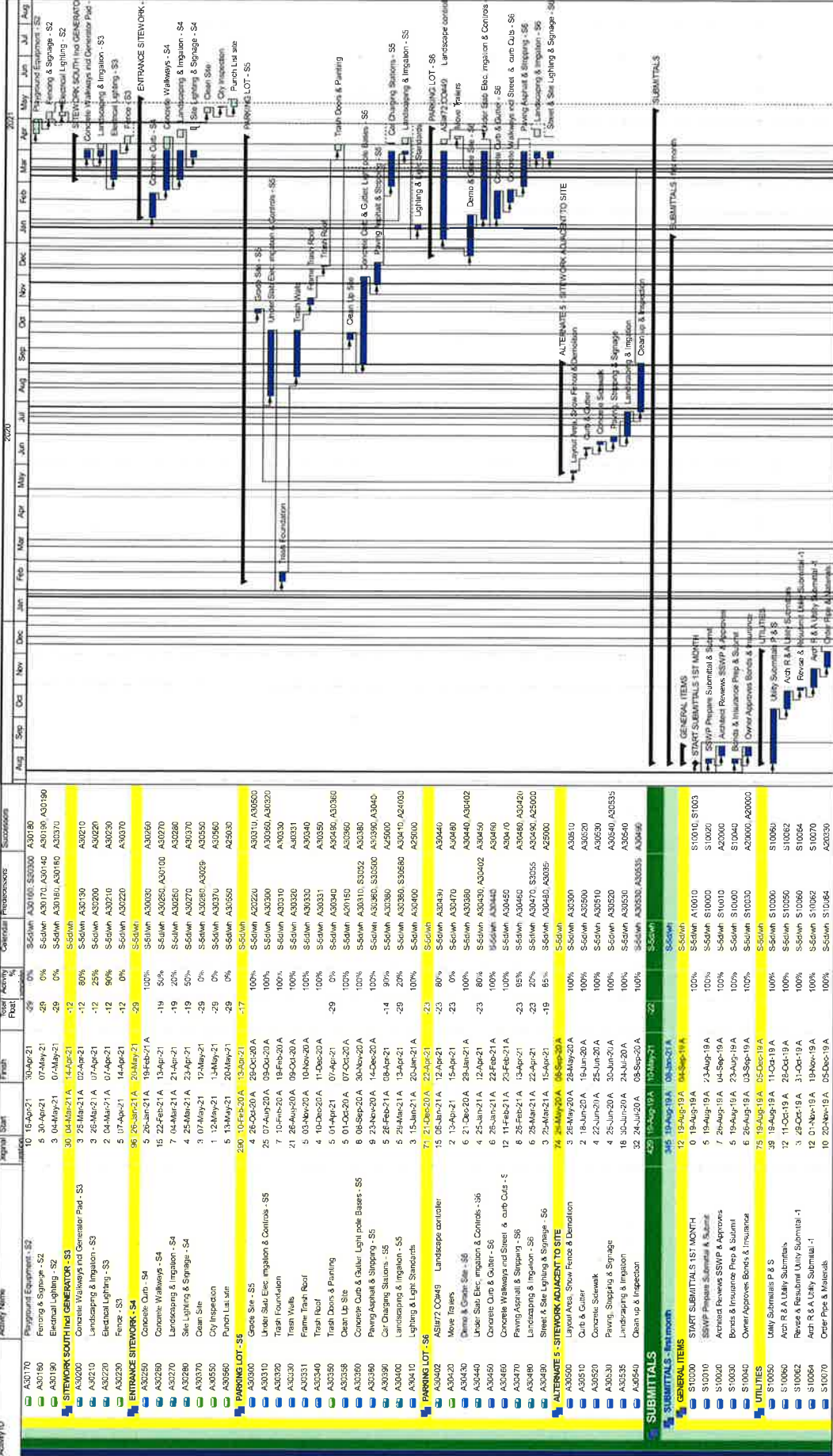


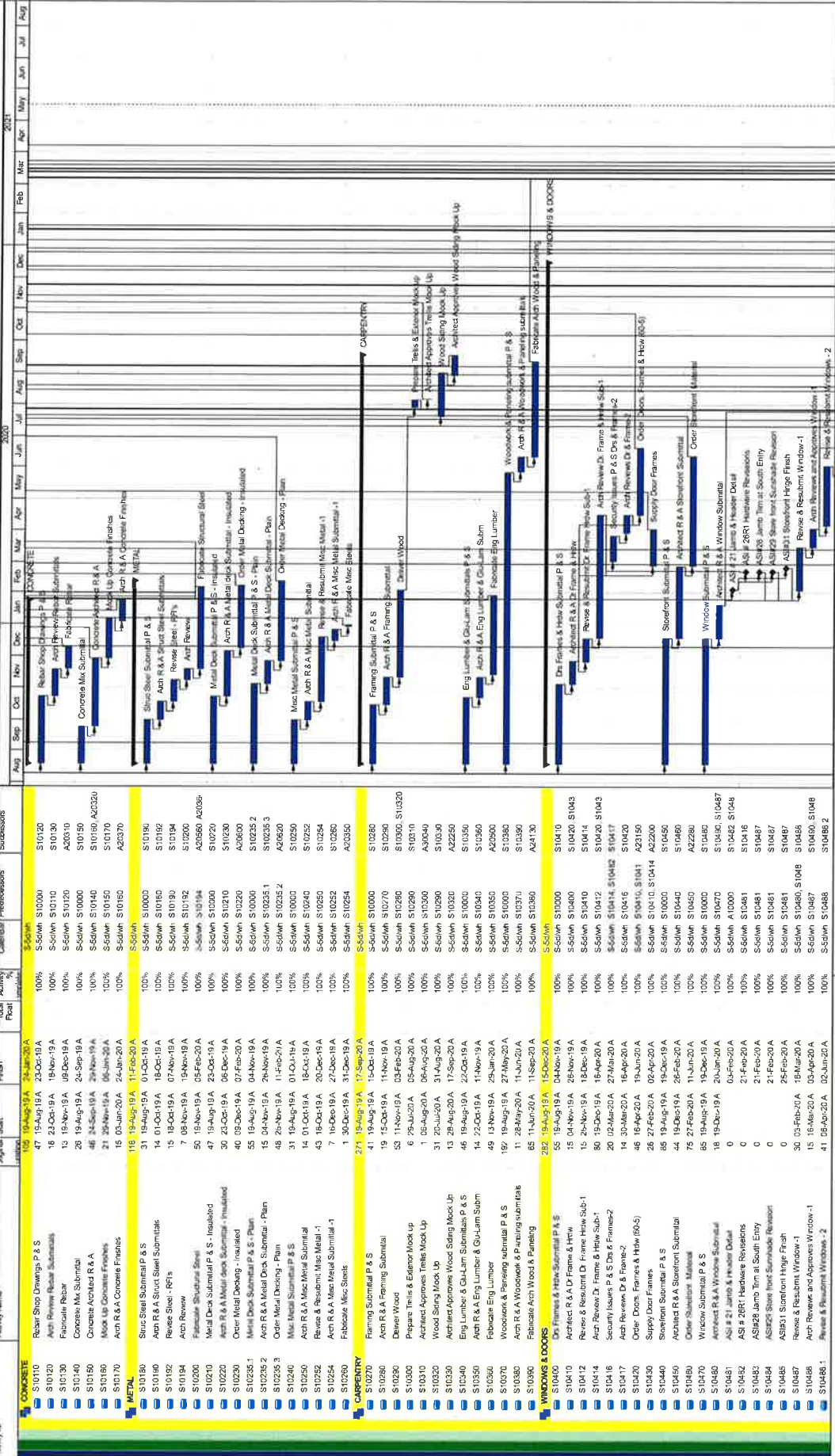


GONSALVES & STRONCK CONSTRUCTION CO.

LOS ALTOS COMMUNITY CENTER
97 Hillview Ave. Los Altos, California
March 31-2021 Schedule Update

Current Date 14-Apr-21
Data Date 01-Apr-21





Legend:

- Actual Level of Effort (Green bar)
- Remaining Level of Effort (Blue bar)
- Critical Work (Red diamond)
- Actual Work (Blue bar)
- Remaining Work (Red diamond)
- Milestone (Black diamond)

TASK filter: All Activities

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LOS ALTOS COMMUNITY CENTER
 97 Hillview Ave. Los Altos, California
 March 31-2021 Schedule Update

Current Date 14-Apr-21
 Data Date 01-Apr-21

| Activity ID | Activity Name | Original Start | Finish | Actual Start | Actual Finish | % Complete | Predecessors | 2021 |
|---------------------------------|--|----------------|------------|--------------|---------------|------------|----------------------|---|
| | | | | | | | | Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug |
| S10482 | Arch R & A Windows - 2 | 21-Oct-20 | 30-Nov-20A | | | 100% | S10488 | |
| S10489 | Hardware Frames (Install Glass Later) | 46-Jun-20A | 03-Nov-20A | | | 100% | S10488 S10488 S10488 | |
| S10490 | Order Windows Glass | 44-Oct-20A | 15-Dec-20A | | | 100% | S10488 S10488 S10488 | |
| FINISHES | | | | | | | | |
| S10490.0 | Drywall Submittal P & S | 217-19-Aug-19A | 15-Oct-19A | | | 100% | S10492.1 | |
| S10492.1 | Architect R & A Drywall Submittal | 73-15-Oct-19A | 04-Feb-20A | | | 100% | S10492.0 | |
| S10492.2 | Order Drywall Material | 104-04-Feb-20A | 18-Feb-20A | | | 100% | A2348.1 | |
| S10493.0 | The Submittal P & S | 104-19-Aug-19A | 22-Jan-21A | | | 100% | S10494.1 | |
| S10494.1 | Architect R & A The Submittal | 23-27-Jan-20A | 17-Mar-20A | | | 100% | S10494.2 S10494.12 | |
| S10494.12 | Review Submittal - price and material Assum | 14-27-Feb-20A | 24-Jun-20A | | | 100% | S10494.1 S10494.2 | |
| S10494.2 | Architect Approves Submittal | 11-17-Mar-20A | 31-Mar-20A | | | 100% | A2327.0 | |
| S10496.0 | Order Tile Material | 61-31-Mar-20A | 24-Jun-20A | | | 100% | S10496.0 | |
| S10496.1 | Plumbing Submittal P & S | 118-19-Aug-19A | 11-Feb-20A | | | 100% | S10496.0 | |
| S10496.2 | Architect R & A Plumbing Submittal | 12-12-Feb-20A | 28-Feb-20A | | | 100% | S10496.0 | |
| S30230 | AS1 #26 Change Carpet tile | 1-28-Feb-20A | 28-Feb-20A | | | 100% | S30230 | |
| S30233 | Confirm Material | 24-27-Feb-20A | 31-Mar-20A | | | 100% | S30240 | |
| S30240 | Order Flooring Material | 63-02-Apr-20A | 01-Jul-20A | | | 100% | A2327.0 | |
| EQUIPMENT | | | | | | | | |
| S10510 | Food Service Submittal P & S | 70-19-Aug-19A | 26-Nov-19A | | | 100% | S10510 | |
| S10520 | Arch R & A Food Service Submittal | 13-26-Nov-19A | 16-Dec-19A | | | 100% | S10520 | |
| S10530 | Order Food Service Equipment | 79-17-Dec-19A | 13-Apr-20A | | | 100% | A4270 | |
| SPRINKLER | | | | | | | | |
| S10540 | Fire Protection Submittal P & S | 30-19-Aug-19A | 28-Oct-19A | | | 100% | S10541 | |
| S10541 | Architect R & A Fire Protection | 61-28-Oct-19A | 28-Feb-20A | | | 100% | S10542 | |
| S10542 | Fire Manual Review - Add Sprinklers in Trash | 25-28-Feb-20A | 02-Apr-20A | | | 100% | S10550 | |
| S10550 | Order Sprinkler Material | 20-02-Apr-20A | 30-Apr-20A | | | 100% | A23100 | |
| PLUMBING | | | | | | | | |
| S10560 | Pumping Material Submittal P & S | 202-19-Aug-19A | 13-Jun-20A | | | 100% | S10570 | |
| S10570 | Architect R & A Pumping Material Subm | 36-19-Aug-19A | 10-Oct-19A | | | 100% | S10580 | |
| S10580 | Order Pumping Material | 30-05-Nov-19A | 23-Dec-19A | | | 100% | A20230 | |
| S10590 | Boiler Submittal P & S | 35-19-Aug-19A | 10-Oct-19A | | | 100% | S10600 | |
| S10600 | Architect R & A Boiler | 59-10-Oct-19A | 06-Jan-20A | | | 100% | S10601 | |
| S10601 | Reverse Boiler Submittal & Plumbing - 1 | 15-03-Jan-20A | 02-Mar-20A | | | 100% | S10602 | |
| S10610 | Arch Review Boiler Submittal - 1 | 54-24-Mar-20A | 23-Jun-20A | | | 100% | A23320 | |
| S10620 | Plumbing Fixture Submittal P & S | 38-19-Aug-19A | 10-Oct-19A | | | 100% | S10630 | |
| S10630 | Architect R & A Plumbing Fixtures | 80-10-Oct-19A | 10-Feb-20A | | | 100% | S10640 S10632 | |
| S10632 | Review & Revisi subm - 1 | 14-11-Feb-20A | 02-Mar-20A | | | 100% | S10634 | |
| S10634 | Arch Review Plumbing Submittal - 1 | 5-02-Mar-20A | 09-Mar-20A | | | 100% | S10640 | |
| S10640 | Order Pumping Fixtures | 66-09-Mar-20A | 11-Jun-20A | | | 100% | A23390 | |
| HVAC | | | | | | | | |
| S10650 | HVAC EQUIP Submittal P & S | 216-19-Aug-19A | 30-Jul-20A | | | 100% | S10670 | |
| S10670 | Architect R & A HVAC Equip | 69-19-Aug-19A | 30-Dec-19A | | | 100% | S10680 | |
| S10680 | Order HVAC Equipment | 25-30-Dec-19A | 04-Feb-20A | | | 100% | A21050 A2339 | |
| S10690 | Ductwork Submittal P & S | 62-04-Feb-20A | 28-Apr-20A | | | 100% | S10700 S10710 | |
| S10700 | Architect R & A Ductwork | 66-18-Feb-20A | 07-Aug-20A | | | 100% | S10700 S10720 | |
| S10710 | Prepare Mechanical Coordination Dwg | 15-29-May-20A | 15-Jun-20A | | | 100% | S10710 | |
| S10720 | Finalize Ductwork | 37-08-May-20A | 31-Jul-20A | | | 100% | A23110 | |
| S10730 | HVAC Controls Submittal P & S | 117-19-Aug-19A | 10-Feb-20A | | | 100% | S10730 | |
| S10740 | Architect R & A Controls | 44-04-Mar-20A | 03-Mar-20A | | | 100% | S10732 | |
| S10752 | Review HVAC Controls Submittal - 1 | 5-04-Mar-20A | 08-May-20A | | | 100% | S10740 | |
| S10760 | Order HVAC Controls | 345-15-Aug-19A | 03-Jun-21A | | | 100% | A23320 | |
| ELEC & COMMUNICATION | | | | | | | | |
| S10760 | Electrical Materials Submittal P & S | 52-19-Aug-19A | 30-Oct-19A | | | 100% | S10770 | |
| S10770 | Architect R & A Electrical Materials | 13-30-Oct-19A | 19-Nov-19A | | | 100% | S10780 | |
| S10780 | Order Electrical Materials | 21-19-Nov-19A | 18-Dec-19A | | | 100% | A20330 | |
| S10790 | Elect Panel Boxes Submittal P & S | 73-19-Aug-19A | 03-Dec-19A | | | 100% | S10800 | |
| S10800 | Architect R & A Panel Boxes | 41-03-Dec-19A | 19-Dec-19A | | | 100% | S10810 | |
| S10801 | Review panel box Submittal - 1 | 41-20-Dec-19A | 24-Feb-20A | | | 100% | S10810 S10900 | |
| S10801.1 | Submit form to PG&E** | 9-25-Feb-20A | 08-Mar-20A | | | 100% | S10802 S10901 | |

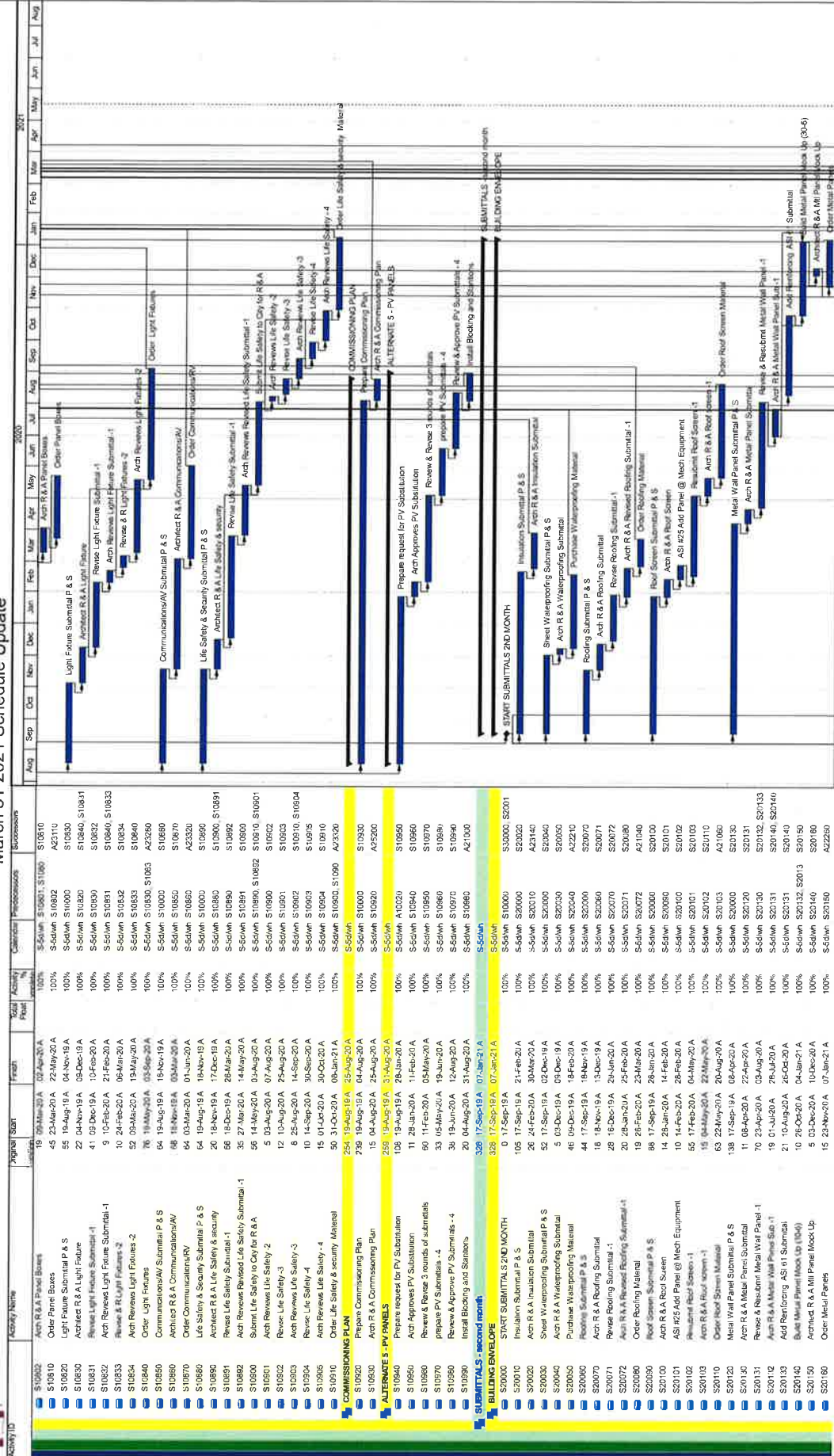




GONSALVES & STRONCK CONSTRUCTION CO.

LOS ALTOS COMMUNITY CENTER
97 Hillview Ave. Los Altos, California
March 31-2021 Schedule Update

Current Date 14-Apr-21
Data Date 01-Apr-21



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TASK filter: All Activities

Legend:
█ Remaining Level of Effort
█ Actual Level of Effort
█ Actual Work
█ Remaining Work
█ Milestone

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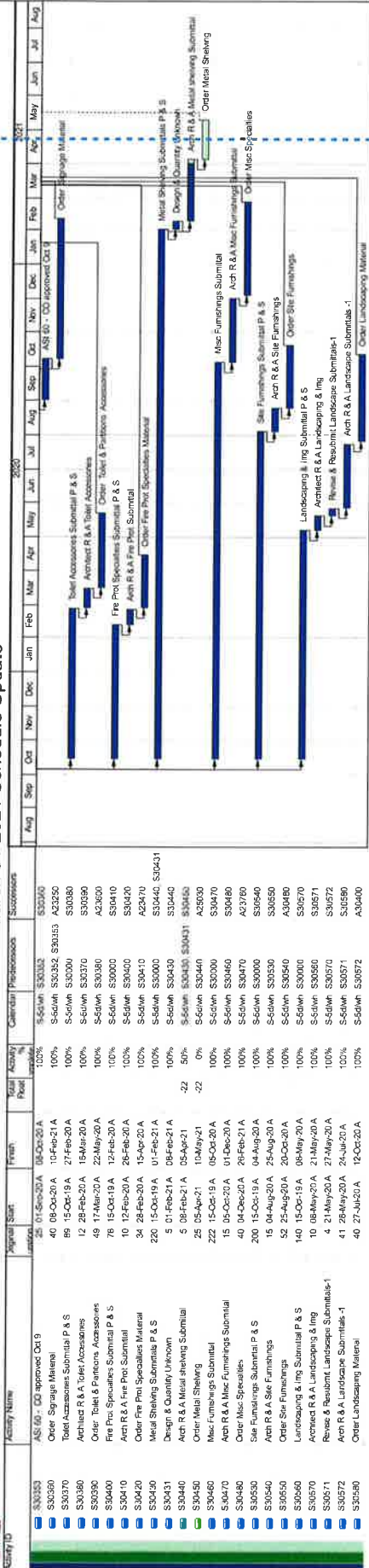


GONSALVES & STRONCK CONSTRUCTION CO.

LOS ALTOS COMMUNITY CENTER
97 Hillview Ave. Los Altos, California

March 31-2021 Schedule Update

Current Date 14-Apr-21
Data Date 01-Apr-21



| Activity ID | Activity Name | Actual Start | Finish | Total Float | Actual % | Calendar | Predecessors |
|-------------|--|--------------|-----------|-------------|----------|-----------------------|----------------|
| S30353 | Arch R & A Metal Shelving Submittal | 01-Feb-21 | 08-Feb-21 | | 100% | S-56Wk S30352 | S30360 |
| S30360 | Order Sprague Material | 08-Oct-20 | 10-Feb-21 | | 100% | S-56Wk S30362, S30363 | A32550 |
| S30370 | Total Accessories Submittals P & S | 15-Oct-20 | 27-Feb-21 | | 100% | S-56Wk S30370 | S30380 |
| S30380 | Arch R & A Toilet Accessories | 28-Feb-20 | 15-Mar-20 | | 100% | S-56Wk S30380 | S30390 |
| S30390 | Order Toilet & Partitions Accessories | 17-Mar-20 | 22-May-20 | | 100% | S-56Wk S30380 | A32600 |
| S30400 | Fire Prot. Specialties Submittal P & S | 15-Oct-19 | 12-Feb-20 | | 100% | S-56Wk S30000 | S30410 |
| S30410 | Arch R & A Fire Prot. Submittal | 10-Dec-20 | 26-Feb-21 | | 100% | S-56Wk S30420 | A32670 |
| S30420 | Order Fire Prot. Specialties Material | 28-Feb-20 | 19-Apr-20 | | 100% | S-56Wk S30410 | S30440, S30421 |
| S30430 | Metal Shelving Submittals P & S | 15-Oct-19 | 01-Feb-21 | | 100% | S-56Wk S30000 | S30440 |
| S30431 | Design & Quantity Unknown | 01-Feb-21 | 08-Feb-21 | | 100% | S-56Wk S30430, S30431 | S30450 |
| S30440 | Arch R & A Metal Shelving Submittal | 05-Apr-21 | 05-Apr-21 | -22 | 0% | S-56Wk S30440 | A32600 |
| S30450 | Order Metal Shelving | 15-May-21 | 10-May-21 | -22 | 0% | S-56Wk S30440 | A32600 |
| S30470 | Misc Furnishings Submittal | 15-Oct-20 | 08-Oct-20 | | 100% | S-56Wk S30000 | S30470 |
| S30480 | Arch R & A Misc Furnishings Submittal | 05-Oct-20 | 01-Dec-20 | | 100% | S-56Wk S30460 | S30480 |
| S30490 | Order Misc Specialties | 04-Dec-20 | 26-Feb-21 | | 100% | S-56Wk S30470 | A32780 |
| S30530 | Site Furnishings Submittal P & S | 15-Oct-19 | 04-Aug-20 | | 100% | S-56Wk S30000 | S30540 |
| S30540 | Arch R & A Site Furnishings | 04-Aug-20 | 25-Aug-20 | | 100% | S-56Wk S30530 | A30480 |
| S30550 | Order Site Furnishings | 25-Aug-20 | 20-Oct-20 | | 100% | S-56Wk S30540 | S30570 |
| S30560 | Landscaping & Irrig Submittal P & S | 15-Oct-19 | 08-May-20 | | 100% | S-56Wk S30000 | S30571 |
| S30570 | Architect R & A Landscaping & Irrig | 08-May-20 | 21-May-20 | | 100% | S-56Wk S30560 | S30572 |
| S30571 | Review & Resubmit Landscaping Submittals-1 | 21-May-20 | 27-May-20 | | 100% | S-56Wk S30570 | S30580 |
| S30572 | Arch R & A Landscaping Submittals-1 | 26-May-20 | 24-Jun-20 | | 100% | S-56Wk S30571 | A30480 |
| S30580 | Order Landscaping Material | 27-Jun-20 | 12-Oct-20 | | 100% | S-56Wk S30572 | |

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



City of Los Altos Tentative Council Agenda Calendar
As of June 18, 2021

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 | Agenda Item (Date identified by Council) | Agenda Section (Consent, Discussion Item - note in red if Public Hearing) | Dept. |
|---------------|---|---|-------|
| July 13, 2021 | STUDY SESSION – Council Norms (Tentative) | | |
| | REGULAR COUNCIL MEETING | | |
| | Presentation: Fire Station 8 regional partnership for public safety and fire protection | | |
| | Special Presentation: Los Altos Hills County Fire District update | | |
| | Project Acceptance for Cuesta Drive Traffic Calming Project TS01022 | Discussion Item | |
| | Program for Public Information (PPI) It is recommended that the City Council adopt the attached resolution adopting a Program for Public Information Plan (PPI Plan) to be part of the City’s participation in the Community Rating System (CRS) which provides premium discounts for policies in the National Flood Insurance Program (Steve Golden, Senior Planner) | CC | |
| | Resolution No. 2021-XX: Adopt Resolution No. 2021-XX Accepting Completion of the El Monte Sidewalk Gap Closure Project, TS-01038, and authorize the Engineering Services Director to record a Notice of Completion as required by law | CC | ES |

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|--------------------|---|-----------------|----|
| | <p>City of Los Altos – Title 14, Zoning Amendment – Public Land Protection Ordinance First Reading</p> <p>Proposed ordinance adding a Public Land Protection (PLP) overlay district to Title 14, Zoning, of the Los Altos Municipal Code that will provide for the protection of City owned property by requiring voter approval of the sale or transfer of title of any City-owned land to which the PLP overlay designation is applied and voter approval to remove the PLP designation once it has been applied. The proposed Ordinance relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is exempt from California Environmental Quality Act (“CEQA”) CEQA Guidelines Section 15061(b)(3), which states the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment” as the Ordinance has no potential to result in a direct, or reasonably foreseeable, indirect impact on the environment. <i>Project Manager: Community Development Director Biggs</i></p> | Public Hearing | |
| | JK Contract Amendment. For EOC Option C | CC | |
| | Info Only Item: Semi-annual debt status report | | |
| August 24, 2021 | <p>STUDY SESSION for Community Center Operational Implementation Plan</p> <p>REGULAR COUNCIL MEETING</p> <p>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.</p> | Public Hearing* | |
| August 31, 2021 | SPECIAL MEETING- COMMISISON INTERVIEWS | | |
| September 14, 2021 | <p>REGULAR COUNCIL MEETING</p> <p>Sept is National Emergency Preparedness Month</p> <p>Construction Contract Award: Fremont Avenue Pedestrian Bridge Rehabilitation Project, TS-01055 (9/7/21 – tentative)</p> | CC | ES |
| September 21, 2021 | <p>REGULAR COUNCIL MEETING – in place of 9/28 mtg which falls on holiday</p> <p>Commission Appointments</p> <p>Year End tentative report – September (if needed)</p> | | |
| October 12, 2021 | REGULAR COUNCIL MEETING | | |

| | | | |
|--------------------------|---|--|--|
| October 26, 2021 | REGULAR COUNCIL MEETING | | |
| November 2, 2021 | JOINT WITH COMMISSION | | |
| November 9, 2021 | REGULAR COUNCIL MEETING 1st Quarter report FY 2021/2022 | | |
| November 30, 2021 | REGULAR COUNCIL MEETING – in place of 11/23 mtg the week of Thanksgiving | | |
| DECEMBER 7, 2021 | COUNCIL REORGANIZATION | | |
| December 14, 2021 | REGULAR COUNCIL MEETING CAFR and Year End – 1st meeting December | | |

Future Agenda Topics

| To be scheduled | Agenda Item (Date identified by Council) | Agenda Section (Consent, Discussion/Action - note in red if Public Hearing) | Department |
|-----------------|--|--|--|
| | Safe Firearms Storage Ordinance | | |
| | Hosing Element Community Outreach Task Review/Subcommittee formation | | |
| | Parklet Program Discussion/ Update | | |
| | Presentation of Proclamation to Michael Handel Proclamation, Retired Los Altos Firefighter | Special Presentation | |
| | Council Financial Subcommittee Recommendations: Discuss recommendations of the Council Financial Subcommittee regarding reporting of City financial information (Vice Mayor Enander) | | |
| | Museum's plans for a new main exhibition in our permanent 2nd floor gallery | | |
| | BMR waitlist process proposal by Alta Housing | | |
| | 5150 El Camino Road - Modification | Public Hearing? | |
| | League of California Cities – Role and Representation | Presentation/Discussion | Council Initiated |
| | 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 Joint Los Altos/Los Altos Hills Council meeting (6-9 months: August – October) | | |
| | Housing Element Update | | Community Development |
| | San Francisco PUC permit | | Engineering Services |