



CITY COUNCIL MEETING - AMENDED 10/7/22 AGENDA

7:00 PM - Tuesday, October 11, 2022

via Teleconference

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

Telephone: 1-669-444-9171 / Webinar ID: 871 7473 6519

<https://losaltosca.gov.zoom.us/j/87174736519?pwd=dkhvVU8xRUUp6blorRFVhT1JCVHg0dz09>

Passcode: 979186

TO PARTICIPATE VIA VIDEO: Follow the link above. Members of the public will need to have a working microphone on their device and **must have the latest version of ZOOM installed** (available at <https://zoom.us/download>). To request to speak, please use the “Raise hand” feature located at the bottom of the screen.

TO PARTICPATE VIA TELEPHONE: Members of the public may also participate via telephone by calling the number listed above. To request to speak, press *9 on your telephone.

TO SUBMIT WRITTEN COMMENTS: Prior to the meeting, comments on matters listed on the agenda may be emailed to PublicComment@losaltosca.gov. Emails sent to this email address are sent to/received immediately by the City Council. Please include a subject line in the following format:

PUBLIC COMMENT AGENDA ITEM ## - MEETING DATE

Correspondence submitted in hard copy/paper must be received by 2:00 PM on the day of the meeting to ensure distribution prior to the meeting. Correspondence received prior to the meeting will be included in the public record. .

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.

AGENDA

CALL MEETING TO ORDER

ESTABLISH QUORUM

PLEDGE ALLEGIANCE TO THE FLAG

REPORT ON CLOSED SESSION

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 noted on the agenda before any discussion or action.

- A. Public Comments on Items not on the Agenda

SPECIAL ITEMS

- B. Proclamations by the Mayor

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. **Approve the 151 Hawthorne Avenue Historic Preservation Agreement:** Authorize the City Manager to execute a Historic Preservation (Mills Act) Agreement with the owners of 151 Hawthorne Avenue. The project is considered categorically exempt from further environmental review under Section 15301 of the California Environmental Quality Act, and the project is classified as a historic resource restoration/rehabilitation/preservation project and is categorically exempt from environmental review under Section 15331 of the California Environmental Quality Act (J. Liu)
2. **Approve the Agreement for Transportation Engineering Support with Traffic Patterns, LLC:** Authorize the City Manager to execute and agreement with Traffic Patterns, LLC, in an amount not to exceed \$312,800 to provide additional consulting services for the Engineering Services Department through FY 23-24 (M. Lee)
3. **Approve Emergency Declaration Resolution:** Adopt a resolution extending the declaration of a local emergency due to the COVID-19 pandemic (J. Maginot)
4. **Minutes:** Approve Minutes of the City Council Regular Meeting of September 20, 2022. (A. Rodriguez)
5. **Approve a Memorandum of Understanding between City of Los Altos Police Officers Association:** Adopt Resolution 2022-XX to adopt the and the terms outlined in the side letter agreement between City of Los Altos & Police Officers Association (I. Silipin)
6. **Approve a Memorandum of Understanding between City of Los Altos Municipal Employee Association:** Adopt Resolution 2022-XX to adopt the terms outlined in the side letter agreement between City of Los Altos & Los Altos Municipal Employee Association (I. Silipin)
7. **Approve the Fiscal Year 2022/23 Salary Schedule:** Adopt Resolution 2022-XX to adopt the Fiscal Year 2022/23 Salary Schedule to Comply with California Public Employees' Retirement System (CalPERS) Statutory and Regulatory Requirements for Compensation Earnable and Publicly Available Salary Schedules (I. Silipin)

PUBLIC HEARINGS - NONE**DISCUSSION ITEMS**

- 8. Updated License Agreement with SFPUC for Hetch Hetchy Trail in Los Altos:** Approve the updated License Agreement with SFPUC for Hetch Hetchy Trail in Los Altos; find that the approval of the agreement is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15301 (Existing Facilities) (M. Hernandez)
- 9. City of Los Altos Non-Profit and Civic Organization Contributions Policy:** Adopt Resolution 2022-XX of the City of Los Altos defining a Non-Profit and Civic Organization Contributions Policy (A. Carnesecca)
- 10. City of Los Altos Fee Waiver Policy:** Adopt Resolution 2022-XX of the City of Los Altos defining a Fee Waiver Policy (A. Carnesecca)
- 11. Hybrid City Council meetings:** The staff request Council provide direction on holding hybrid meetings or continuing to hold entirely virtual meetings (J. Maginot)
- 12. Contract Amendment: City Manager Employment Agreement:** Approve Amendment No. 1 to the City Manager Employment Agreement which amends the City Manager’s contract to include an increase of \$12,500 in the City Manager’s annual salary for a base salary of \$257,595

INFORMATIONAL ITEMS ONLY

- 13.** 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.



PUBLIC CORRESPONDENCE

The following is public correspondence received by the City Clerk’s Office after the posting of the original agenda. Individual contact information has been redacted for privacy. This may *not* be a comprehensive collection of the public correspondence, but staff makes its best effort to include all correspondence received to date.

To send correspondence to the City Council, on matters listed on the agenda please email PublicComment@losaltosca.gov

From: [Ken Girdley](#)
To: [Public Comment](#)
Subject: Reach Codes - A Good Solution Presented By A Resident - Use The Carrot, Not The Stick
Date: Thursday, September 22, 2022 1:26:02 PM

I like Kurt Ayers' recommendation that instead of banning gas appliances in new construction and over 50% remodels, city council require that both electric and gas lines be installed to kitchen appliances, fireplaces, furnaces, and water heaters. Instead of going straight to the stick, our city council should present the carrot and let the homeowners decide. City council could also encourage all-electric construction by giving the homeowner a discount on permit fees.

Use the carrot - Not the stick.

Ken Girdley
Los Altos Resident

From: [Ken Girdley](#)
To: [Public Comment](#)
Subject: Re: Reach Codes - A Good Solution Presented By A Resident - Use The Carrot, Not The Stick
Date: Thursday, September 22, 2022 1:34:35 PM

By the way, I'm against Reach Codes but if the majority of our city council members feel they must implement one, they should consider the installation of dual energy sources with a reason discount on permit fees for all-electric construction.

Ken Girdley
Los Altos Resident

On Thursday, September 22, 2022 at 01:25:39 PM PDT, Ken Girdley [REDACTED] > wrote:

I like Kurt Ayers' recommendation that instead of banning gas appliances in new construction and over 50% remodels, city council require that both electric and gas lines be installed to kitchen appliances, fireplaces, furnaces, and water heaters. Instead of going straight to the stick, our city council should present the carrot and let the homeowners decide. City council could also encourage all-electric construction by giving the homeowner a discount on permit fees.

Use the carrot - Not the stick.

Ken Girdley
Los Altos Resident



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To send correspondence to the City Council, on matters listed on the agenda please email PublicComment@losaltosca.gov

From: [Jim Wing](#)
To: [Public Comment](#)
Subject: PUBLIC COMMENT MEETING DATE 10-11-2022
Date: Saturday, October 8, 2022 8:37:51 AM

Los Altos Mayor Enander and Distinguished Council Members,

Subject: Pedestrian Safety / Traffic Congestion improvement for Foothill Expressway / Main / First intersection at Chevron Station corner



Would you please request future agenda item to review Pedestrian Safety / Traffic Congestion at Foothill Expressway / Main / First Street intersection at Chevron Station corner? Goal of review is for Council to provide construction drawing funds for Santa Clara County Airport / Roads Department Expressway Traffic Engineers project. Los Altos funding will raise priority for this County project, just as it did with Foothill Expressway / El Monte project.

This is not a new problem. County wants to do project because it will reduce traffic congestion on Foothill Expressway. Prior discussions with county expressway traffic engineers about pedestrian safety in slip-turn crosswalk and Foothill Expressway thru lane backups at right turn to Main produced a “root cause” design change solution. **Extend Foothill Expressway right turn deacceleration lane 300 to 400 feet and “no right turn on red” traffic signal.** This change will hold traffic on right turn deacceleration lane until pedestrians have crossed and short Main traffic buffer between Expressway / 1st is not full of cars. Santa Clara County owns right-away for deacceleration lane extension and is same design used for successful Foothill Expressway / El Monte project.

In 2017 / 2018, County Traffic Engineers considered “bundling” this change with Foothill Expressway / El Monte project. Measure B funding delay due to law suit, caused construction costs to increase and funding was lost. Main reason Foothill Expressway / El Monte was started so quickly after release of Measure B funds is Los Altos Council approved funds, for design construction drawings and project was “shovel ready” when Measure B funds were released.

For the past several years, Los Altos residents have written letters to County expressing their pedestrian safety concerns with this slip-turn. Cars exiting Foothill at high speeds have

difficulty slowing down and stopping for pedestrians in crosswalk. Following usage information is for you to consider as justification for improving safety and minimizing Foothill Expressway through lane backups:

- One to two hundred pedestrian’s daily use this slip-turn crosswalk. The heaviest use is midmorning to midafternoon, Wednesday thru Sunday. This crosswalk provides downtown Los Altos access for 300 households within one-mile radius, 3 parks, 3 churches, 141 auxiliary downtown parking spaces on Lincoln, meeting halls at Shoup Park and Jesuit Retreat Conference Center. Many families with strollers and senior citizens use this crosswalk.
- Short distance traffic buffer on eastbound Main between Foothill Expressway and 1st often is full and causes midday gridlocked of Foothill traffic using slip-turn for access to eastbound Main. Due to very short Foothill right turn deceleration lane, right turning cars backup and block Foothill thru traffic lane. Foothill traffic making left turn to Main / 1st will often block Foothill thru travel lane. Most backups occur Wednesday through Friday at noontime.

Thank you for your consideration.

Jim Wing, Milverton Road, Los Altos



PUBLIC CORRESPONDENCE

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From: [Dorit Perry](#)
To: [Public Comment](#)
Subject: PUBLIC COMMENT AGENDA ITEM ## - October 11, 2022
Date: Monday, October 10, 2022 8:16:58 PM

PUBLIC COMMENT AGENDA ITEM ## - October 11, 2022

Hello. Thank you, to the City Council Members for your time and commitment to our community. Thank you, also to the Parks and Rec Commissioners for meeting with us and supporting pickleball.

I had my first meeting with Donna Legge, then Director of Recreation, on February 7, 2020, to discuss bringing Pickleball to Los Altos. I repeat, February 7, **2020**. That is **2 years and 8 months ago**. We are still in discussion --- without any action.

I have lived here for 27 years. My children attended Loyola, Blach and graduated from Mountain View High School. I've been an active school volunteer, art docent, marching band volunteer, robotics team volunteer and community mediator. This is my home.

My pickleball home, however, is in Palo Alto. I wish it was in Los Altos. I travel to play Pickleball to Palo Alto, Menlo Park, Foster City, Sunnyvale and San Jose. In fact, Los Altos is the ONLY – the **ONLY** ---city in the area without public pickleball courts.

Pickleball is unlike any other sport I've participated in (and I was an active tennis player for 30 years). It is a community builder. And my goal in bringing pickleball to Los Altos is to foster community building.

If you build it, they will come. Without a doubt, pickleball's popularity -- With kids from 8 – 88 years old is skyrocketing. It is easy to learn and players are quick to become addicted. No expensive equipment required. A basic paddle and you are in. ...

The game and community grows by establishing a critical mass of players. Players must know with certainty that they can arrive at the courts and find games. Palo Alto's 15 courts are full, from 7:30 in the morning.. until 2:30 in the afternoon... And then the evening games begin around 4:00.

We hope to establish the same vibrant, dynamic community in Los Altos. The players and the demand already exist. We just need to paint some lines on existing tennis courts. At McKenzie Park (where there are currently 2 tennis courts) 6 pickleball courts can be stripped. We have agreed with Parks and Rec and the Tennis Community a method to share the courts on alternate days. A vendor that stripes courts across California has been engaged.

At long last, May 18th was set as the day to paint the pickleball courts. Yet, somehow, we have encountered more delays. We were promised that we would have pickleball in the spring. More delays and no concrete time-line for when we will get pickleball in our community.

I urge City Council to help and establish 6 pickleball courts at McKenzie Park.

Dorit

Dorit Perry



From: [Couture, Terri](#)
To: [Public Comment](#)
Cc: [Gabriel Engeland](#)
Subject: City council meeting October 11, 2022 Agenda item A - items not on the agenda
Date: Tuesday, October 11, 2022 7:43:27 AM

After attending many council meetings over past 6+ years, I would like to offer some suggestions that would help your ratings with the Los Altos people.

One of the many purposes of city council meetings is to inform residents of Los Altos and give them an opportunity to provide input on matters that will affect them. Unfortunately, your meetings for years, are far too long and consistently go late into the evening and even past midnight. This makes it impossible for people to participate in the meetings because people have to work during the day, take care of family members, and have many responsibilities. The length and lateness of the meetings prevents the city council from getting important input from residents and is not consistent with the spirit of the Brown Act. Short concise meetings would promote public participation. Meetings that go past midnight do the opposite. I have raised this issue with the previous council.

The time frame of 2-4 hours is usually long enough for the posted agenda. Perhaps, one of the reasons the meetings seem to run long is that some of you do not prepare for the meeting in advance and use meeting time to familiarize yourself with the subject matter. Many of the questions asked on each agenda item, could be answered by talking to staff or the developer prior to the meeting. Mundane questions could easily be answered by staff and should not be asked in a city council meeting. A recent example is a question, by a council member, about whether a modular building could have varying elevations. Anyone familiar with planning or building would know that a modular cannot have 2 elevations due to physics.

I respectfully urge you to shorten city council meetings so they end at a reasonable hour. In addition, I suggest that you take the time to review your agenda items in detail prior to the meeting, and get all your questions answered to respect the Los Altos people.

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.



Proclamation

Of the Mayor
Of the City of Los Altos, California

WHEREAS, Los Altos Mountain View Community Foundation, Fremont Bank, County of Santa Clara Supervisor Joe Simitian, Los Altos United Methodist Church, St. Nicholas and St. William Catholic Parish, The Church of Jesus Christ of Latter-Day Saints, St. Timothy’s Episcopal Church, Jewish Community Relations Council of Silicon Valley, and the Pacifica Institute have joined together to sponsor Compassion Week 2022; and

WHEREAS, the vision of Compassion Week is to build a strong, compassionate, and empathetic community by creating service and learning opportunities for volunteers to expand their understanding of local and global needs; and

WHEREAS, the purpose of Compassion Week is to build community, bridge divides, promote understanding and healing through acts of social justice; and,

WHEREAS, all members of the Los Altos community, regardless of age, ability, or skills are invited to contribute their talents and energy to participate in Compassion Week projects and activities and help make Los Altos a more caring and just community;

NOW THEREFORE, I, Anita Enander, Mayor of the City of Los Altos, and on behalf of the entire Los Altos City Council, do declare the week of October 15 through October 23, 2022 as:

“COMPASSION WEEK 2022”

I encourage all residents to unite together in service to our community through participation in Compassion Week activities. I acknowledge and appreciate the sponsors of Compassion Week for their efforts to bring community members together in service to others and offer thanks to every volunteer whose efforts strengthen our City and improve the lives of our neighbors.

I have hereunto set my hand and affixed the seal of the City of Los Altos this 11th day of October 2022.



Anita Enander
Anita Enander, MAYOR



Proclamation

Of the Mayor

Of the City of Los Altos, California

WHEREAS, different cultures that contribute to the rich diversity of Los Altos celebrate their New Year at various times as a way to look forward with joy and optimism; and

WHEREAS, the diverse cultures of much of the Indian subcontinent and throughout the world celebrate the festival of Diwali; and

WHEREAS, Diwali is celebrated by lighting the “diya” – an oil lamp – which symbolizes dispelling darkness and bringing light into life and the triumph of good and fair over bad and unjust, with traditional offerings, rituals, and festivities; and

WHEREAS, Diwali is celebrated as New Year in much of the Indian subcontinent in the last month of the lunisolar calendar; and

WHEREAS, because of its significance, Diwali is an official holiday in India and other countries, including Fiji, Guyana, Malaysia, Mauritius, Myanmar, Nepal, Pakistan, Singapore, Sri Lanka, Suriname, and Trinidad and Tobago; and

WHEREAS, the people who celebrate Diwali and similar festivals are integral and important contributors to our society and to our Los Altos community;

NOW THEREFORE BE IT RESOLVED that I, Anita Enander, Mayor of the City of Los Altos, and on behalf of the entire Los Altos City Council, do hereby

- (1) Recognize the cultural significance of Diwali and the similar festivals that celebrate bringing light into life and illuminating joy that dispels darkness that will be celebrated October 24, 2022;
- (2) Express our deepest appreciation and respect for the contributions made to our economy and civil society by all individuals in Los Altos and throughout the world who celebrate this significant occasion, and
- (3) Hope that the symbolism of Diwali will be shared by all in our community for the coming year.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Los Altos this 11th day of October 2022.



Anita Enander, MAYOR



AGENDA REPORT SUMMARY

Meeting Date: October 11, 2022

Subject HPA22-0001 – 151 Hawthorne Avenue

Prepared by: Jia Liu, Associate Planner

Reviewed by: Nick Zornes, Development Services Director

Approved by: Gabriel Engeland, City Manager

Attachment(s):

- 1. Resolution No. 2022-XX
- 2. Historic Resource Evaluation Report, Evans & De Shazo, Inc.
- 3. Mills Act Recommendation Letter, Evans & De Shazo, Inc
- 4. Historic Preservation Agreement

Initiated by:

Karen Scussel and Curt Riffle, Property owners of 151 Hawthorne Avenue

Previous Council Consideration:

None

Fiscal Impact:

The fiscal impact cannot be established as the assessed value for the recently Planning approved historical rehabilitation has not been completed by the Santa Clara County Assessor’s Office. It is estimated that the City would see a 40 percent to 60 percent reduction in property tax revenue for the subject property annually after entering into the Mills Act Contract with the City. Based on the subject property’s latest tax assessment in 2022, the tax reduction after the Mill Act Contract is estimated to be between \$4,280 and \$6,420 per year.

Environmental Review:

The approval of a Mills Act Contract is recommended to be considered categorically exempt from environmental review per Section 15331 (Class 31) of California Environmental Quality Act (CEQA). Class 31 projects consist of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior’s Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings and all of the activities that would be undertaken in the Mills Act Contract would be consistent with these activities.

Reviewed By:

City Manager

GE

City Attorney

JH

Finance Director

JE



Subject: HPA22-0001 151 Hawthorne Avenue

Policy Question(s) for Council Consideration:

- Does the City Council wish to authorize the City Manager to execute a Mills Act agreement with the owners of 151 Hawthorne Avenue?

Summary:

- The owners of 151 Hawthorne Avenue, a Historic Resource, are seeking to execute a historic preservation agreement with the City for the historical rehabilitation project in order to allow for a property tax reduction under the Mills Act.
- The Mills Act allows cities to enter into contracts with property owners of historic structures for a reduction of property taxes in exchange for the continued preservation of the historic resource.

Staff Recommendation:

Move to adopt Resolution No. 2022-XX authorizing the City Manager to execute Mills Act agreement with property owners of 151 Hawthorne Avenue.

Purpose

Provides property owners a tax incentive in exchange for rehabilitation/restoration and ongoing maintenance of a historic resource within the City.

Background

A property owner may enter into a Mills Act agreement with the City in order to receive a reduced property tax rate from the County Assessor in exchange for the maintenance and preservation, restoration and rehabilitation, of their historic property or structure. The County Assessor sets the property tax rate based on an appraisal of the market value of the land and improvements. A site under a Mill Act agreement will receive a property tax reduction calculated by the County Assessor’s office based on a formula under State law using the income that could be generated from the property. The City of Los Altos currently has Historic Preservation Agreements with 13 Historic Landmark and Historic Resource properties.

On January 15, 2022, the Planning Division received two applications from the property owners including a historical advisory review (H22-0001) for a historical rehabilitation project and a historical preservation agreement permit (HPA22-0001) for a Mills Act request for the Historic Resource at 151 Hawthorne Avenue. The historical rehabilitation project consisted of a 609 square-foot addition to the existing single-family residence, a 26 square-foot addition to the existing basement, a 544 square-foot, detached two-car garage, interior remodeling, and other site improvements. The Mills Act application, if granted by the Council, will allow the property tax reduction to support the owners for the rehabilitation and preservation to the historical resource.



Subject: HPA22-0001 151 Hawthorne Avenue

As outlined in the Historic Resource Evaluation Report and Mills Act Recommendation Letter prepared by the subject historian, Stacey De Shazo from Evans & De Shazo, Inc (Attachment 2 and Attachment 3, respectively), the Historic Resource Evaluation Report found that the proposed rehabilitation project including the additions, detached accessory structure, and other site improvements met the Secretary of the Interior’s Standards for the Treatment of Historic Properties – Rehabilitation Standards. The alterations and rehabilitation will not change the character defining features of the existing Craftsman bungalow design and will continue to maintain its historic integrity and convey an authentic representation of its historic significance. Therefore, the rehabilitation project will not impact the historical resource and is eligible for the Mills Act.

The Historic Resource Evaluation Report further discussed that the after the rehabilitation and exterior alterations, the structure will continue to maintain its historic integrity per the National Register’s seven aspects of integrity: location, design, setting, materials, workmanship, feeling, and association. The single-family residence remains in its original location where it was constructed. It sits in an immediate setting that still retains its feeling of an early twentieth century’s neighborhood. Although rehabilitation includes new additions and alterations of exterior elevations, staff found that the building has obvious visual integrity with its Craftsman Bungalow style by preserving or replacement in-kind of its character defining features on the façade including the one-story structure form, multi-front-gabled form, low-pitched roof with wide overhanging eaves, exposed rafters and beams, recessed porch set under an extending porch roof, battered porch columns, wood casement windows, and double-hung wood windows.

On August 8, 2022, the Historical Commission held public discussions to consider the two applications. The Commission discussed the merits of the request from the property owners, acknowledged the Historic Resource Evaluation Report prepared by the consulting historian, Stacey De Shazo from Evans & De Shazo, Inc., and found the rehabilitation project meets the Secretary of the Interior’s Standards for the Treatment of Historic Properties. Following the discussion, the Commission voted unanimously to approve the rehabilitation project and recommend that the City Council authorize the City Manager to execute a Mills Act agreement with the property owners at 151 Hawthorne Avenue¹.

Discussion/Analysis

Execution of a Historic Preservation Agreement with the City will make the historic resource eligible for a property tax reduction under the Mills Act. For the subject site, it is estimated that the City would see a 40 percent to 60 percent reduction in property tax revenue annually if this Mills Act request is approved by the Council. As the rehabilitation project just received Planning

¹ August 8, 2022 Historical Commission agenda reports of H22-0001 and HPA22-0001 can be accessed at <https://mccmeetings.blob.core.usgovcloudapi.net/losaltosca-pubu/MEET-Packet-38bef0923f5b45989a5d58fc649b0285.pdf>



Subject: HPA22-0001 151 Hawthorne Avenue

approval and has not started the building permit yet, the property value has not been reassessed by the Santa Clara County Assessor; therefore, staff is unable to determine the specific fiscal impact to the City. For reference purposes, the City took in approximately \$28,500,000 in property tax revenue in Fiscal Year 2020-21.

The standard term of a Historic Preservation Agreement is a ten-year period with an automatic renewal clause each year thereafter. However, both the City and the owner have a revocation clause in the agreement, and either party has ability to exercise their right to revoke the agreement should they desire to do so at a future date. The agreement also includes a requirement that all money saved on property taxes be invested into the maintenance, preservation, restoration and/or enhancement of the historic structure. The Historical Commission required a Schedule of Improvements for improvements to the subject site, which demonstrate funds will be used for: 1) ongoing efforts to maintain the historic structure and surrounding property, and 2) amortizes the cost of recent improvements to the historic structure. This Schedule is included as Exhibit B in the Draft Historic Preservation Agreement provided in Attachment 4.

Options

- 1) Option #1 - Authorize the City Manager to execute a Historic Preservation (Mills Act) Agreement with the owners of 151 Hawthorne Avenue

Advantages: Execution of the Historic Preservation Agreement will provide a financial incentive for the property owners to preserve and maintain a historic property in the city.

Disadvantages: Execution of the Historic Preservation Agreement will result in a reduction of approximately forty to sixty percent in annual property tax revenue collected from the property as a result of the Historic Resource being subject to the Mills Act.

- 2) Option #2 – Deny executing a Historic Preservation agreement with the owners of 151 Hawthorne Avenue

Advantages: The City would maintain the current annual property tax revenue as a result of the historic resource not being subject to the Mills Act

Disadvantages: The homeowners will be required to underwrite the full cost of preserving, maintaining, and rehabilitating the historic resource, which may not ensure retention of the historic integrity of the structure over time.

Recommendation



Subject: HPA22-0001 151 Hawthorne Avenue

The Historical Commission has recommended Option 1.

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MILLS ACT
AGREEMENT WITH THE PROPERTY OWNERS OF 151 HAWTHORNE
AVENUE**

WHEREAS, Government Code Sections 50280 et seq. authorizes a city to enter into a historical property contract with the owner of any qualified historical property to restrict the use of such property so that it retains its historically significant characteristics in return for which the property owner obtains property tax relief; and

WHEREAS, the City of Los Altos is a community that celebrates its history, the rich past that is incorporated into the fabric of the City and provides a link to the community’s heritage and the remaining sites and structures of architectural and/or historic significance that enhance the community’s unique character and contribute to a sense of place; and

WHEREAS, in accordance with that Historic Preservation Ordinance (LAMC Chapter 12.44), the Historical Commission held a public hearing on September 7, 1997 and made positive findings pursuant to Section 12.44.060(c.), that the proposed historic resource structure at 151 Hawthorne Ave is more than 50 years in age, retains sufficient historic integrity, and is historically significant; and

WHEREAS, by virtue of its adoption of the Historic Preservation Ordinance (LAMC Chapter 12.44), the City Council of the City of Los Altos provides that designated historic resources and landmark structures of merit, and structures located in historic districts that are privately owned shall be considered qualified historical properties eligible to enter into historic preservation (Mills Act) agreements with the City; and

WHEREAS, the Historical Commission held a public meeting on August 8, 2022 to consider the request to execute a historic preservation agreement on the subject property and directed City staff to forward a recommendation to the City Council in support of the application; and

WHEREAS, in accordance with the historic preservation agreement, the property owner shall every five years commencing on the fifth anniversary of the effective date of the historic preservation agreement submit to the City an updated ten (10) year schedule of potential home repair, maintenance and improvement, and submit documentation for all repairs, maintenance, and improvements which have been completed since the Effective Date.

WHEREAS, this designation is classified as an historic resource restoration/rehabilitation/preservation project and is categorically exempt from environmental review under Section 15331 of the California Environmental Quality Act; and

WHEREAS, the City Council of the City of Los Altos concurs with the recommendation of the Historical Commission to execute a historic preservation agreement on the subject property.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby authorizes the City Manager to enter into a Mills Act Agreement with the owners of 151 Hawthorne Avenue subject to the terms and conditions outlined the Historic Preservation Agreement.

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 11th day of October 2022 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Anita Enander, MAYOR

Attest:

Angel Rodriguez, CITY CLERK



EVANS & DE SHAZO

ARCHAEOLOGY HISTORIC PRESERVATION

**HISTORIC RESOURCE EVALUATION AND
SECRETARY OF INTERIOR'S STANDARDS FOR THE
TREATMENT OF HISTORIC PROPERTIES REVIEW
OF THE PROPERTY LOCATED
AT 151 HAWTHORNE AVENUE, LOS ALTOS,
SANTA CLARA COUNTY, CALIFORNIA**

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INTRODUCTION

Evans & De Shazo, Inc. (EDS) completed a Historic Resource Evaluation (HRE) and a Secretary of Interior’s Standards for the Treatment of Historic Properties (Standards) review for the proposed project at 151 Hawthorne Avenue, Los Altos, Santa Clara County, California within a 0.3-acres Assessor’s Parcel Number (APN) 170-41-030 (Property). The Property includes a ca. 1922 house, ca. 1922 shed, 1972 inground swimming pool, and associated landscape. The proposed project consists of alterations to the ca. 1922 house, including changes to the exterior primary façade, an addition along the rear of the house, demolition of the ca. 1922 shed, infilling of the 1972 inground swimming pool, and the construction of a new garage. The ca. 1922 house within the Property is currently listed on the Office of Historic Preservation’s (OHP) Built Environment Resources Directory (BERD) (P-43-002072) and within the City of Los Altos Historic Inventory (2013). Therefore, the ca. 1922 house is considered a Historical Resource as defined in Section 15064.5 of the California Environmental Quality Act (CEQA); however, it does not appear that the built environment resources have been evaluated for listing on the California Register of Historical Resources (CRHR). Therefore, in compliance with the CEQA, the City of Los Altos recommended the completion of an HRE to determine if the Property is eligible for listing on the CRHR. Due to its listing as a historical resource, EDS also completed a Standards review to provide additional guidance and recommendations related to the proposed rehabilitation Project and assess potential impacts to historical resources.

The HRE follows specific guidelines and evaluation criteria of the CRHR (Code of California Regulations (CCR), Title 14, Section (§) 15064.5 and Public Resources Code (PRC) § 21084.1) and the Standards review follows the Department of Interior Standards for the Treatment of Historic Properties (36 CFR Part 67). The HRE and Standards review report was completed by EDS Principal Architectural Historian Stacey De Shazo, M.A., who exceeds the Secretary of Interior's qualification standards in Architectural History and History. The results of the report are presented herein.

PROPERTY LOCATION

The Property is located within the 0.3-acre APN 170-41-030 at 151 Hawthorne Avenue, Los Altos, Santa Clara County, California (Figure 1). The Property is situated on the north side of Hawthorne Avenue, approximately 322 feet west of Eleanor Avenue, and about 0.2 miles east of South San Antonio Road in Los Altos.

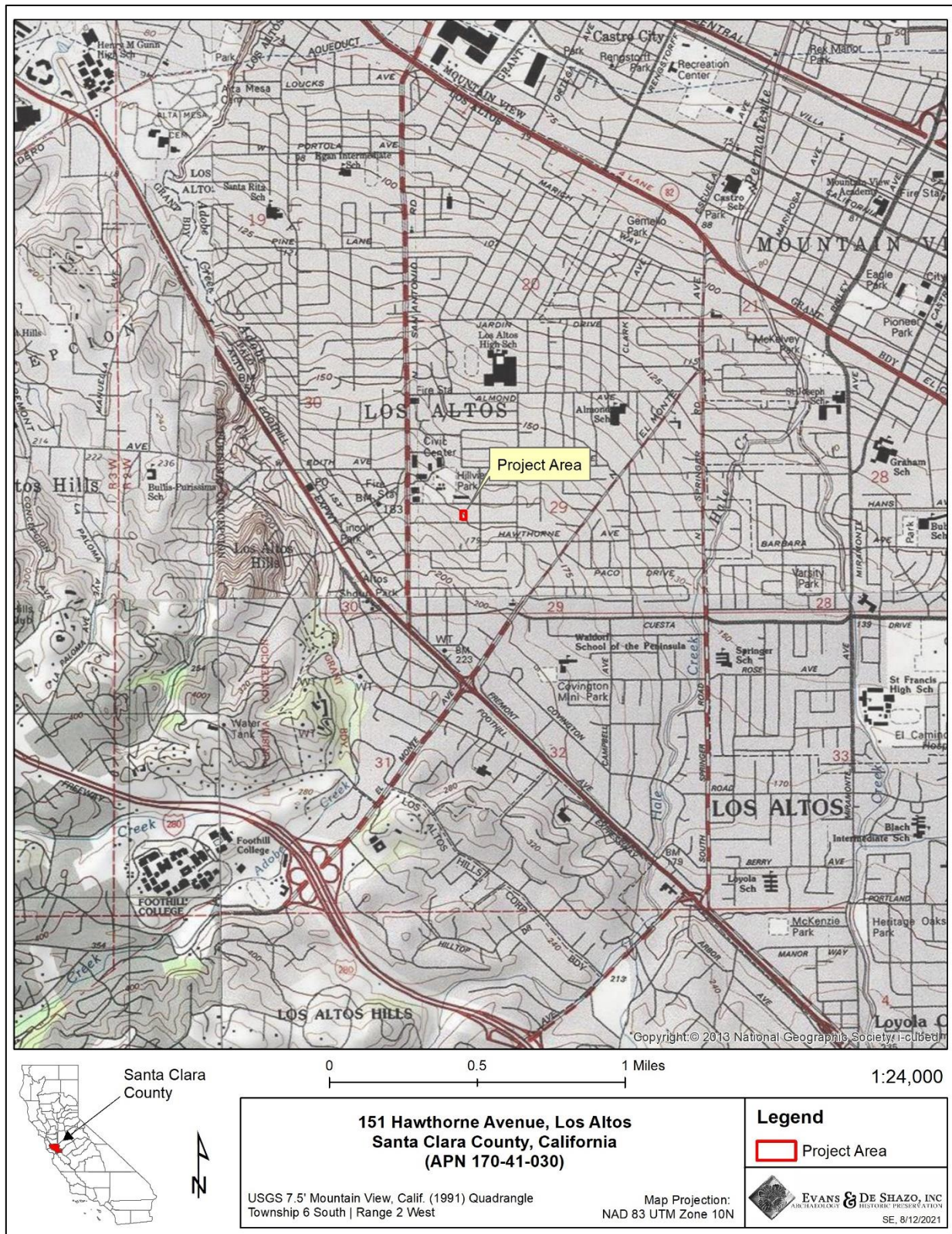


Figure 1. Location Map



REGULATORY SETTING

The CEQA regulations, as they pertain to cultural resources, and the Standards guidelines are outlined below.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

CEQA and the Guidelines for Implementing CEQA (State CEQA Guidelines § 15064.5) give direction and guidance for evaluating properties, and the preparation of Initial Studies, Categorical Exemptions, Negative Declarations, and Environmental Impact Reports. Under California State law, the City of Los Altos is legally responsible and accountable for determining the environmental impact of any land use proposal it approves. Cultural resources are aspects of the environment that require identification and assessment for potential significance under CEQA (14 CCR § 15064.5 and PRC § 21084.1).

There are five classes of cultural resources defined by the State OHP. These are:

- **Building:** A structure created principally to shelter or assist in carrying out any form of human activity. A “building” may also be used to refer to a historically and functionally related unit, such as a courthouse and jail or a house and barn.
- **Structure:** A construction made for a functional purpose rather than creating human shelter. Examples include mines, bridges, and tunnels.
- **Object:** Construction is primarily artistic in nature or relatively small in scale and simply constructed. It may be movable by nature or design or made for a specific setting or environment. Objects should be in a setting appropriate to their significant historic use or character. Examples include fountains, monuments, maritime resources, sculptures, and boundary markers.
- **Site:** The location of a significant event. A prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historic, cultural, or archaeological value regardless of the value of any existing building, structure, or object. A site need not be marked by physical remains if it is the location of a prehistoric or historic event and if no buildings, structures, or objects marked it at that time. Examples include trails, designed landscapes, battlefields, habitation sites, Native American ceremonial areas, petroglyphs, and pictographs.
- **Historic District:** Unified geographic entities which contain a concentration of historic buildings, structures, or sites united historically, culturally, or architecturally.

According to CCR § 15064.5, cultural resources are historically significant if they are:

- (1) A resource listed in or determined to be eligible by the State Historical Resources Commission for listing in the California Register of Historical Resources (PRC §5024.1, 14 CCR § 4850 et seq.).
- (2) A resource included in a local register of historical resources, as defined in PRC § 5020.1(k) or identified as significant in a historical resource survey meeting the requirements PRC § 5024.1(g), shall be presumed to be historically or culturally significant. Public agencies must treat any such resource as significant unless the preponderance of the evidence demonstrates that it is not



historically or culturally significant.

- (3) Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be a historical resource, provided the lead agency's determination is supported by substantial evidence in light of the whole record. Generally, a resource shall be considered by the lead agency to be "historically significant" if the resource meets the criteria for listing on the California Register of Historical Resources (PRC § 5024.1, 14 CCR § 4852), including the following:
 - (A) Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
 - (B) Is associated with the lives of persons important in our past;
 - (C) Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
 - (D) Has yielded, or may be likely to yield, information important in prehistory or history.
- (4) The fact that a resource is not listed in or determined to be eligible for listing in the CRHR, not included in a local register of historical resources pursuant to PRC § 5020.1(k), or identified in a historical resources survey meeting the criteria in PRC § 5024.1(g) does not preclude a lead agency from determining that the resource may be a historical resource as defined in PRC § 5020.1(j) or § 5024.1.

STANDARDS REVIEW

The Secretary of Interior Standards for Rehabilitation

The Standards (codified as 36 CFR 67) defines "Rehabilitation" as "the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values." The intent of the Standards is to assist the long-term preservation of a property's significance through the preservation of historic materials and features.

The Standards pertain to historic buildings of all materials, construction types, sizes, and occupancy, and encompass the exterior and the interior, related landscape features and the building's site and environment, as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.



4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

METHODS

The **methods used to complete the HRE** included a database search conducted by the Northwest Information Center (NWIC) of the California Historical Information Systems (CHRIS) (NWIC File #20-2471) to determine if the Property has been previously documented. Based on the record search, the ca. 1922 house within the Property is currently listed on the OHP BERD (43-002072) and within the City of Los Altos Historic Inventory (2013). EDS also conducted extensive online and in-person research, including the Santa Clara County Assessor/Recorder Office records and the San Jose Public Library California Room. EDS and the current owner also requested assistance from the Los Altos History Museum, who completed a records search on behalf of EDS and the Property owners. In addition, EDS, and the current owners, requested records from the City of Los Altos (detailed in the section below) and to obtain the permit history and ownership history of the Property. EDS also conducted extensive online resources (see list below) and reviewed digital documents on file with EDS, such as historical maps, Sanborn Fire Insurance maps, historical aerial photographs, and other primary source documents. The purpose of the research was to understand the Property history and the history of the surrounding area to assist in the develop a historical context in which to evaluate the historical significance of the built environment within the Property. EDS Principal Architectural Historian Stacey De Shazo, M.A. also completed a historic architectural survey to identify the age, any known architectural style or form, character-defining features, materials, and alterations of built environment resources, at least 45 years in age, within the Property. Department of Parks and Recreation (DPR) 523 forms were also completed



for the Property (Appendix A).

The **methods used to complete the Standards review** included a review of the architectural plans and renderings submitted to EDS by Brownhouse Design (dated 5/27/2022). The Standards review was completed by EDS Principal Architectural Historian, who worked directly with Brownhouse Design to identify and address potential adverse impacts on the ca. 1922 house and ensure the current scope of work complies with the Standards for Rehabilitation.

CULTURAL RESOURCE INVENTORIES

As part of the record search, the following inventories were reviewed:

- National Register of Historic Places (NRHP)
- California Register of Historical Resources (CRHR)
- California Historical Landmarks (CHL)
- California Points of Historical Interest (CPHI)
- California Inventory of Historic Resources
- California Office of Historic Preservation (OHP) Built Environment Resources Directory (BERD) for Santa Clara County, California (2020)

ONLINE RESEARCH

Online research was conducted utilizing the following sources:

- www.newspapers.com
- www.ancestry.com
- www.calisphere.org (University of California)
- <http://www.library.ca.gov/> (California State Library)
- <https://cdnc.ucr.edu/> (California Digital Newspaper Collection)
- <http://pcad.lib.washington.edu> (Pacific Coast Architecture Database [PCAD])
- <https://aiahistoricaldirectory.atlassian.net> (American Architects Directory)

REPOSITORIES

- Santa Clara County Assessor/Recorder Office:
 - Research was requested by EDS during COVID-19 restrictions (on two separate occasions) that at the time did not allow for in-person research or for the county to complete the research for EDS. After the COVID-19 restrictions were lifted, the current owner completed in-person research completed by the current owner.
- San Jose Public Library, MLK, California Room: October 2021, EDS conducted in-person research on



October 1, 2021, with the assistance of the research librarian.

- EDS reviewed historical maps, aerial photographs, and Sanborn Fire Insurance maps
- EDS reviewed city directories available at the California Room including 1919, 1927, 1940, 1934, and 1952.
- EDS also reviewed the county tax reel.¹
- NWIC Record Search
 - On September 9th, 2021, the NWIC completed a database search (NWIC File #20-2471) of the Property. The record search results included a primary record (43-002072; 1997).
- City of Los Altos
 - On August 27, 2021, EDS reached out via email to the Los Altos Planning Department for assistance with research about the Property. EDS was advised by Guido Persicone, Design Review Commission Liaison, that the city did not have any information about the subject Property. GIS Technician Vency Woo also advised EDS that the city did not have records on the Property. In addition, the current owner requested a permit history in November 2021, received in December 2021, with limited results.
- Los Altos History Museum
 - EDS and the current owner requested research from the museum.

The results of the in-person local repositories, record searches on behalf of EDS and the current owner, and extensive online research are incorporated within the Historic Setting section of this report.

HISTORIC SETTING

The following section provides a brief history of the City of Los Altos and a specific history of the Property. The purpose of this section is to provide an understanding of the development of the area and the specific context within which the built environment resources within the Property were evaluated for historical significance.

MEXICAN PERIOD (1822 – 1846)

In 1821, Mexico declared its independence from Spain and took possession of “Alta California,”² marking the end of the Spanish period (1769 – 1821) and the beginning of the Mexican period, also referred to as the “rancho” period, in Alta California. In 1833, the Spanish missions in California were secularized by the Mexican government, and mission-owned land was dissolved. During this time, extraordinary changes occurred throughout Alta California, as the Mexican government lacked the strong oversight and military rule

¹ EDS was unable to find the Property other than information about recent owner, Bruce Palmer.

² Alta California was a polity of New Spain founded in 1769 and became a territory of Mexico after the Mexican War of Independence in 1821.



previously imposed by the Spanish, and as such, there were new opportunities for trade when foreign ships that had previously been held off by Spanish guarded military ports could dock and provide a variety of provisions to local settlers throughout California. These new provisions, including tea, coffee, sugars, spices, and spirits, as well as a variety of manufactured goods soon made their way into the region, and the taxes on these imported goods became the main source of revenue for the Mexican government in Alta California. Likewise, products produced in Alta California were exported, which bolstered the hide and tallow trade that became the primary business activity in Alta California during this time. During this time, the Mexican colonial authorities encouraged the settlement of Alta California by providing large land grants called ranchos to politically prominent persons that were loyal to the Mexican government and permitting foreigners to settle the land. As a result, the 20 or so ranchos in Alta California during the Spanish period increased to roughly 800 ranchos that varied from 10,000 to 20,000 acres during the Mexican era.

In 1846, the Property was within unclaimed lands of the Mexican government.

EARLY AMERICAN PERIOD (1848 - 1851)

The beginning of the American Period in California is marked by the end of the Mexican American War (1846-1848), when the United States (U.S.) took possession of Mexican territories, including California, New Mexico, Texas, and Arizona, in the signing of the Treaty of Guadalupe Hidalgo on February 2, 1848. The Treaty of Guadalupe Hidalgo provided resident Mexicans their American citizenship and guaranteed title to ranchos obtained during the Mexican period. However, less than two weeks before the treaty's signing, on January 24, 1848, James Marshall discovered gold at Sutter's Mill, which marked the start of California's Gold Rush (1848 to 1855). Soon, the excitement of the Gold Rush and the promise of fertile and abundant land brought between 150,000 and 200,000 new settlers to California from all over the U.S. and Scotland, Ireland, England, Germany, and France.³ During this time, many new settlers squatted on land, including Mexican rancho land and unclaimed land. To quickly resolve Mexican rancho land disputes, the U.S. Congress passed the California Land Act of 1851, which established a three-member Public Land Commission (Commission) to determine the validity of prior Spanish and Mexican land grants.⁴ The act required landowners who claimed title under the former Mexican government to file a claim with the Commission within two years. Although the Commission eventually confirmed most of the original Mexican land grants, the burden was on landowners to prove their title. The cost of litigation forced many rancho owners to sell off their land to newly arriving settlers, including some who had illegally squatted on their land, as well as land speculators and the lawyers who were hired to defend their land claims in court.⁵

In 1850, the Property was within the Fremont township of Santa Clara County within 640-acres of public land

³ Karen Clay, *Property Rights and Institutions: Congress and the California Land Act 1851*, The Journal of Economic History, Cambridge University Press, 59(01):122-142, March 1999.

⁴ The Spanish government-controlled California land from approximately 1770 to 1821 and the Mexican government-controlled California land from 1821 to 1846.

⁵ Nancy Olmsted. *Vanished Waters: A History of San Francisco's Mission Bay*, Mission Creek Conservancy, San Francisco, 1986.



that was surveyed under the Public Land Survey System (PLSS) in the 1850s and made available to new settlers.

HISTORY OF LOS ALTOS (1850 – 1960s)

The following history of the City of Los Altos was taken in part from the 2012 City of Los Altos Historic Resource Inventory (HRI),⁶ prepared by CIRCA Preservation Consulting, with additional research conducted by EDS. The context below provides an overview of the development of the City of Los Altos.

In 1850, the present-day City of Los Altos consisted of approximately 100 residents, mostly living on large parcels of land utilized for wheat farming and cattle ranching. During this time, the Property was located within 640-acres of public land covered in dense chamisal,⁷ and it was surrounded by several Mexican era ranchos, including La Purísima Concepción to the west, San Antonio to the south, Rincon de San Francisquito to the north, and Pastoria de las Boregas to the north/northeast. At this time, the largest landowner within present-day Los Altos was Juana Briones de Miranda's (Figure 2), who purchased the 4,439-acre Rancho La Purísima Concepción in 1844 from José Gorgonio and his son José Ramon, Ohlone Indians, who were granted the Rancho by then Mexican Governor Juan Alvarado in 1840. Juana, a single mother with eight children, was a medical practitioner and a well-known San Francisco merchant. Juana moved to the rancho in 1847 and built an adobe house within the northern portion of the land. Following the California Land Act of 1851, Juana filed a claim to the Commission for the rancho land, and with the help of her attorney Henry Wager Halleck she fought to retain her land.⁸ However, by the early 1860s, Juana had to sell portions of her land to support her family. In 1857, she sold approximately 2,000-acres to Martin Murphy, who had arrived in California in 1844 in the Stephens-Townsend-Murphy Party, the first wagon train to cross the Sierra Nevada into California.⁹ Martin paid Juana \$7,000 for the land, adding to his approximately 4,800-acre land holdings in the present-day City of Sunnyvale, known then as Bay View Ranch.¹⁰ In the early 1860s, Juana sold 2,000 acres to Joseph P. Hale, establishing the largest cattle ranch and wheat farm in Los Altos. Along with four other families (names unknown), Hale lived within the ranch, known as Hale Ranch, located west of the Property. In 1862, John Snyder arrived in the Los Altos area, where he purchased land and planted grain within what became known as the Snyder Ranch, which comprised 700 acres, of which some acreage was purchased from Juana. When Juana's land claim was finally patented on August 15, 1871,¹¹ most of the Rancho La Purísima Concepción had been sold to Euro-American settlers or granted to Juana's children.

In the 1850s and 1860s, Santa Clara Valley's primary crops were wheat and grain. During this time, farmers

⁶ CIRCA Preservation Consulting, "City of Los Altos Historic Resources Inventory", Prepared for the City of Los Altos, 2012.

⁷ Chamisal is a Mexican word that means overgrowth of chamiso, an evergreen shrub.

⁸ CIRCA Preservation Consulting, "City of Los Altos Historic Resources Inventory", Prepared for the City of Los Altos, 2012.

⁹ Gordon Richards, "Stephens-Townsend-Murphy Party", Truckee Donner Historical Society, accessed September 21, 2021, <https://www.truckeehistory.org/the-first-pioneer-wagons-crossed-the-sierra-over-160-years-ago.html>.

¹⁰ Los Altos Hills, "Lost Altos Hills History Anthology (1956-2016)", 2016.

¹¹ Sacramento State Office, "Report of the Surveyor-General of the State of California from August 1, 1898 – August 1, 1898." 1886.



living in Los Altos loaded their crops onto wagons that were then hauled to the Mountain View Station stage stop, located along the San Francisco-San Jose Stage Road, known today as El Camino Real. In 1864, the Southern Pacific Railroad established a rail line within present-day Mountain View, approximately one mile north of the Mountain View Station stage stop. In 1865, the City of Mountain View was officially laid out. Due to its proximity to the developing City of Mountain View and the new railroad stop, the small community of Los Altos began to grow. In the 1870s, Los Altos consisted of small and large farms planted with both grain and fruit crops. By the 1880s, fruit crops began to replace wheat and grain as the dominant agricultural crop in Santa Clara Valley, and by 1890, many of the larger farms and cattle ranches were subdivided and sold as small farms. During this time, the small farms produced as “much as 200 dollars per acre from prunes, apricots, peaches, cherries, pears, and other fruits.”¹² By 1900, the land where the Property is located was planted with fruit trees.

In the early 1900s, land development companies and transportation companies began to buy land in Los Altos for future development. During this time, the area of present-day Los Altos saw large tracts of undeveloped land, including the area where the Property is located, subdivided as part of planned transit development. In Los Altos, Southern Pacific Railroad President Paul Shoup, and his brother, Guy Shoup, who was an attorney for the Southern Pacific, purchased a right-of-way from Palo Alto to Los Altos to run a connecting line through Los Gatos and points south. This coincided with Paul Shoup’s founding of the Altos Land Company in 1906. Paul, who is known as the father of Los Altos, proposed to link the cities of Palo Alto and Los Gatos with a new rail line through present-day Los Altos; however, the route where the rail line was proposed was located within two adjoining parcels owned by rifle heiress Sarah Winchester, who did not want the railway line to split the two adjacent parcels (Figure 3). On October 19, 1907, the Altos Land Company was incorporated, with Paul Shoup serving as its director. Soon after its incorporation, the Southern Pacific Railroad acquired the company as the newly formed subsidiary, Peninsular Railway. Although the Altos Land Company failed to purchase the right-of-way through Sarah Winchester’s property, they instead offered to buy both lots from her. She accepted the offer, which allowed the Altos Land Company to move ahead with its plan to develop the small community. The Altos Land Company kicked off its development plans by sponsoring outdoor land sales events, which coincided with the construction of the new Southern Pacific route from Palo Alto to Los Altos to provide train service through Los Altos. On April 19, 1908, the Southern Pacific train service opened in Los Altos with five trains per day along the route of the present-day Foothill Expressway.

During the early 1900s, the Altos Land Company continued its marketing campaign to sell lots for development to support its new rail line by promoting Los Altos as “the loveliest place on the peninsula” (Figure 4 and Figure 5). As part of their marketing efforts, residents of San Francisco were offered free railroad excursions for a day in the country, with complimentary picnics alongside the tracks where lot sales were being sold. By 1911, there were 50 new houses constructed within Los Altos, as well as several office buildings and stores along Main Street (Figure 6). The 10-acre lots were priced from \$400 to \$650, and homes could be built from \$2,000 to \$4,000. The 10-acre lots were also laid out to support small family-owned fruit farmers, including the lots along Hawthorne Avenue. Shoup then laid out the town of Los Altos, and the first business

¹² Jose Salameda, *Memories of Los Altos*, publisher Joe Salameda (January 1, 1982).



to open in downtown Los Altos was Eschenbruecher's Hardware Store at 316 Main Street, which also housed the post office. The Los Altos Water Company, Los Altos Building and Loan, University Land Company, and the railroad company also occupied offices in downtown Los Altos. In 1909, the two-story Shoup Building was constructed at Main and Second streets, which housed a grocery store downstairs, managed by Paul Shoup's brother-in-law, Al Robinson, while the second floor was used as a school, and one teacher taught first through eighth grade. In 1914, the Southern Pacific constructed a new train depot in Los Altos (Figure 7). During this time, the railroad and, in particular, the electric streetcar were vital in opening the suburbs to lower and middle-income residents. Between 1910 and 1930, Los Altos prospered as a small town supported by small family-owned orchards and working-class residents who commuted to areas such as San Jose and San Francisco. During this time, small subdivisions developed, and new roads were constructed; however, housing construction within the new subdivisions was slow.

During the early 1900s, Los Altos residents were mainly of European or American descent. According to the 1910 U.S. Federal Census, no African Americans were living in Los Altos, and there was only one Japanese family and three single Japanese men working as servants, gardeners, or cooks.¹³ By the 1920s, the number of Japanese residing in Los Altos had increased, making up approximately 22% of Los Altos' population; however, there were very few Chinese and only three African Americans residing in Los Altos. During the 1920s, many Japanese American and Japanese immigrants found work on the numerous fruit orchard farms throughout Santa Clara Valley, including Los Altos. Most Japanese leased land due to the restrictive and discriminatory land legislation under the California Alien Land Law of 1913, making it difficult for the Japanese to own property. However, some Japanese Americans found a way to purchase property, such as George Furuichi and his family. They moved to Los Altos in 1918 and purchased 5 acres of land on Hawthorne Avenue, 0.2 miles southeast of the Property where they planted fruit trees. During this time, the Furuichi family appeared to have been the only Japanese family who owned property within present-day Los Altos. By the late 1920s, Los Altos had remained a small town with 10-acre lots that were slowly being developed with housing.

By the mid-1930s, the nation was emerging from the Great Depression (1929 – 1933), which had created a surge of bank closures, resulting in the decrease of available capital that impacted agriculture and led to reduced market prices. In 1933, five days after taking the oath of office, Roosevelt called a conference with the secretaries of Agriculture, Interior, and War, along with several others, to discuss his ideas for recruiting 500,000 men to work in the nation's forests and eroded farmlands. Roosevelt's vision was to provide work opportunities, primarily for young men, to repair the land from decades of poor management and over-use, which became known as the "New Deal." As part of the New Deal, on March 31, 1933, the Emergency Conservation Work (ECW) Act was established under Executive Order No. 6101 and created the Civilian Conservation Corps (CCC) and the Works Progress Administration (WPA). The CCC and the WPA were established to create work opportunities that would not interfere with regular employment. As such, they were explicitly directed toward the conservation of natural resources. The Public Works Administration (PWA) was established six years later in 1939, and was created by the National Industrial Recovery Act of 1933

¹³ CIRCA Preservation Consulting, "City of Los Altos Historic Resources Inventory", Prepared for the City of Los Altos, 2012.



(NIRA). The PWA projects included extensive improvements and growth to the road system in the Santa Clara Valley and Los Altos.

The 1940s brought significant change to the U.S. when on December 7, 1941, Japan bombed Pearl Harbor, Hawaii, and the U.S. declared war on Japan, marking the entrance of the U.S. into World War II (WWII). Suspecting potential spies within the Japanese American population, the U.S. government quickly enacted a series of measures to restrict the travel of Japanese-Americans and Japanese immigrants to the U.S. and Hawaii. On February 19, 1942, President Roosevelt signed Executive Order 1066, which authorized the internment of 120,000 people of Japanese descent, including Nisei, who were Japanese-Americans born to Japanese parents, and Issei, who were the first generation of Japanese to immigrate to the U.S., in 11 camps located across seven states. In March 1942, the Japanese American communities throughout San Jose were told they would have to “relocate” to military areas. Many of them were sent to the assembly center at Tanforan for assignment to internment camps. In 1942, George Furuichi and his family were sent to the Heart Mountain Relocation Center in northwest Wyoming. In 1943, George was recruited by the U.S. Army during his internment, and he served as part of the famed U.S.-Japanese “Go for Broke” 442 Regimental Combat Team.

The end of WWII also saw the return of U.S. soldiers and returning Japanese residents who were released from internment camps. The War Relocation Authority (WRA) gave each person \$25 in cash and a train or bus ticket back to their hometowns for the returning Japanese residents. Some Japanese residents returning home found their belongings stored by churches or trusted neighbors. In contrast, others discovered their homes and businesses in disarray, and their things were often stolen or broken.¹⁴ Unlike many Japanese Americans who lost everything during their internment, George Furuichi and his family could retain their land, which was maintained and protected by close friends. In 1947, George, his sister Helen, and his cousin Tom, who also interned during WWII, opened the Los Altos Nursery, which the Furuichi family-owned until it was sold in 2018.

During the late 1940s, Los Altos and Santa Clara County experienced tremendous job growth related to new industries, including the electronic and defense industries, resulting in a manufacturing boom. The town of Los Altos, like many other cities throughout the U.S., saw a housing boom with the return of soldiers after WWII. As the City grew, many, now 7,922 residents, feared that either Palo Alto or Mountain View would annex the growing town. In 1952, the citizens voted to incorporate the City of Los Altos, becoming the eleventh City in Santa Clara County. By 1960, with the economy booming and new residential housing construction, the population of Los Altos reached 19,696. By this time, the automobile had replaced the train, and in 1964 the Southern Pacific railroad ceased operations in Los Altos. During the 1970s, the technology industry was beginning to grow, and in 1976, Apple co-founders Steve Jobs and Steve Wozniak built the first 50 “Apple I” computers in Steven Jobs’ parents’ garage in Los Altos.

¹⁴ James C Williams, and Kent Seavey. “Gilroy Yamato Hot Springs National Register of Historic Places Nomination”, (NR#95000996), Washington, DC: National Park Service, 1995.



Figure 2. undated photograph of Juana Briones de Miranda (courtesy of the NPS).



Figure 3. A 1906 tract map is showing the Property (red arrow) concerning the Sarah Winchester parcel (highlight center parcel) that was sold to the Altos Land Company and later became the townsite for Los Altos (courtesy of the Los Altos History House Museum Archives).

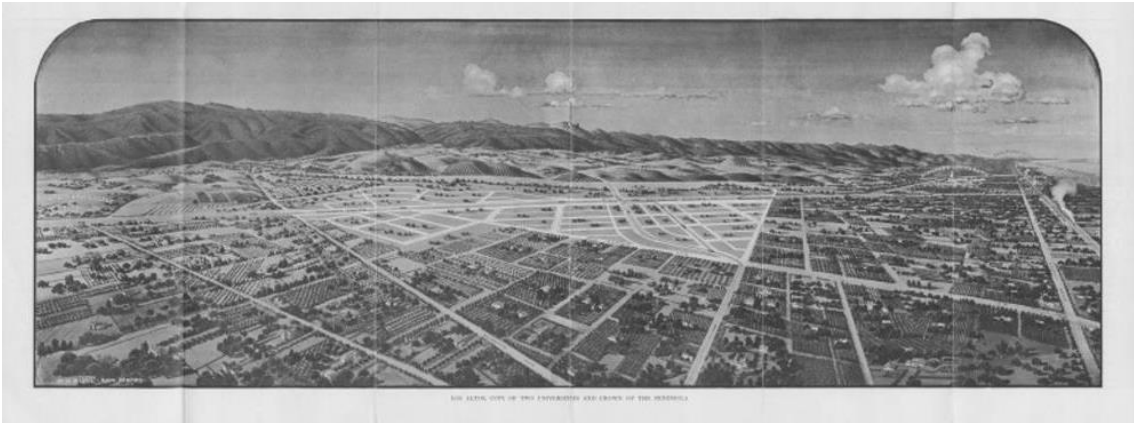


Figure 4. ca. 1907 bird's eye view drawing of the developing community of Los Altos (courtesy of the Los Altos History House Museum Archives).

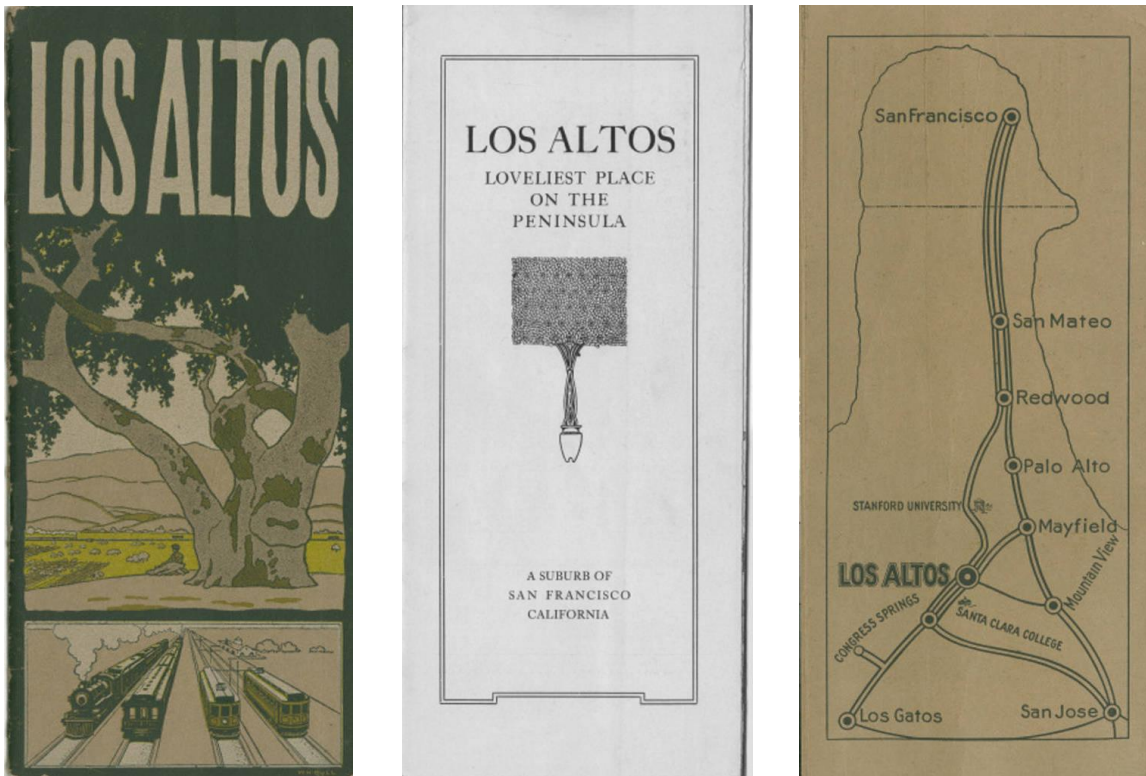


Figure 5. A marketing brochure from the Altos Land Company, advertising the Los Altos as the loveliest place on the peninsula (courtesy of the Los Altos History House Museum Archives).

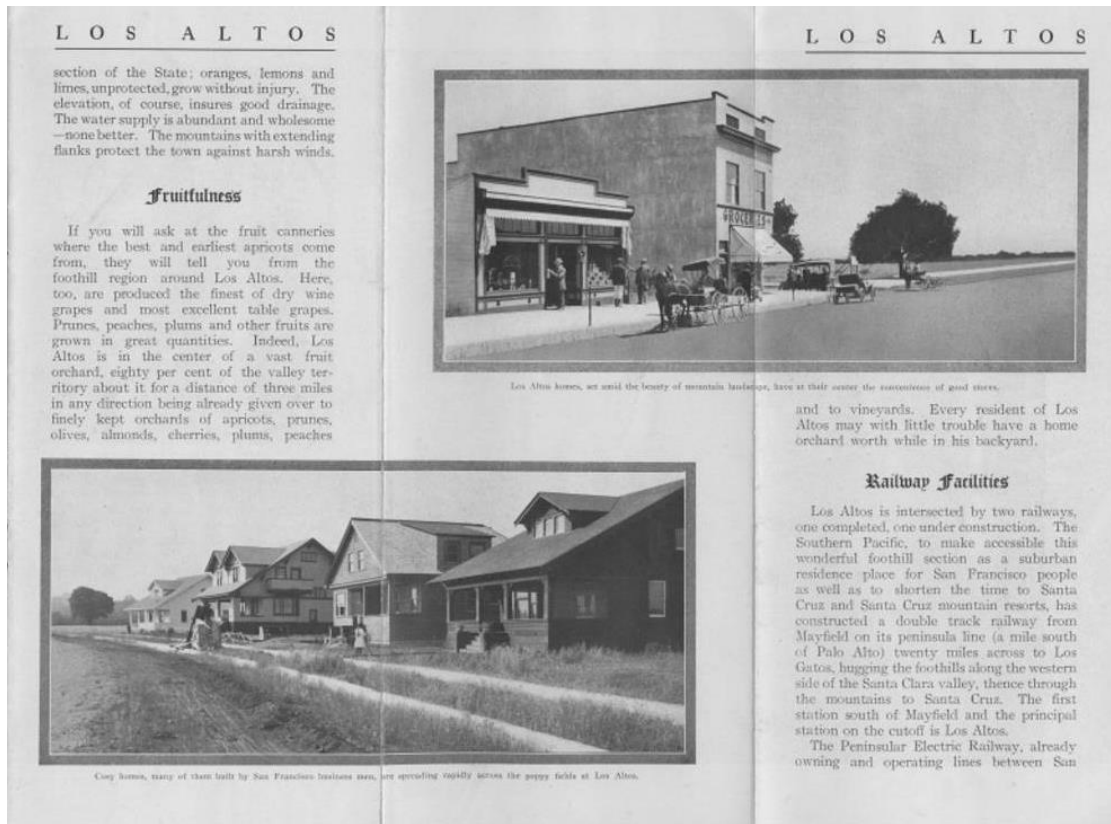


Figure 6. Advertisement from the Altos Land Company, advertising Los Altos as the loveliest place on the peninsula (courtesy of the Los Altos History House Museum Archives).



Figure 7. ca. 1920 photograph of the 1913 Southern Pacific Railroad depot in Los Altos (courtesy of the Los Altos History House Museum Archives).



Figure 8. ca. 1930 photograph of George Furuichi (third from the right) and other Japanese workers. The location is unknown but may have been within his property on Hawthorne Avenue (courtesy of the Los Altos History House Museum Archives).



PROPERTY HISTORY

Prior to the construction of the current built environment resources, the Property was part of unclaimed public land acquired by the U.S. government in 1848. By 1865, the Property had been surveyed under the PLSS and became part of a 640-acre property that consisted of chamisal, a term for the overgrowth of chamiso, an evergreen shrub (Figure 9). By 1873, the 640-acre property was divided into two parcels, one belonging to “Graham” and the other belonging to “Bailey” (Figure 10). During this time, the Property was within the Fremont Township in the county of Santa Clara, and the land where the Property is located was still covered in chamisal. By 1876, the property was divided into smaller parcels, and the subject Property became part of a 40-acre property belonging to T & J.P. Dillon (Figure 11). There were two private roads within the 40-acre property during this time, one of which became South San Antonio Road, located west of the Property, and the other was South El Monte Avenue. No additional information about T. & J.P. Dillon was found.

By 1890, the 40-acre property was part of the L.S. Clarke Subdivision that consisted of 48 10-acre lots, with the Property located within Lot 11 (Figure 12). Although the Property was part of an early subdivision, housing within this area was slow to develop. According to the 1897 and 1899 USGS 15’ Palo Alto Quadrangle maps, there were no houses within Lot 11 at this time (Figure 13 and Figure 14). By 1910, new roads were constructed within the subdivision, including Hawthorne Avenue within what was now known as the Altos Acres Tract residential subdivision. The Property was part of a 0.72-acre property (Figure 15); however, it was not until ca. 1922 that the Property was developed with the construction of the ca. 1922 house and ca. 1922 shed.

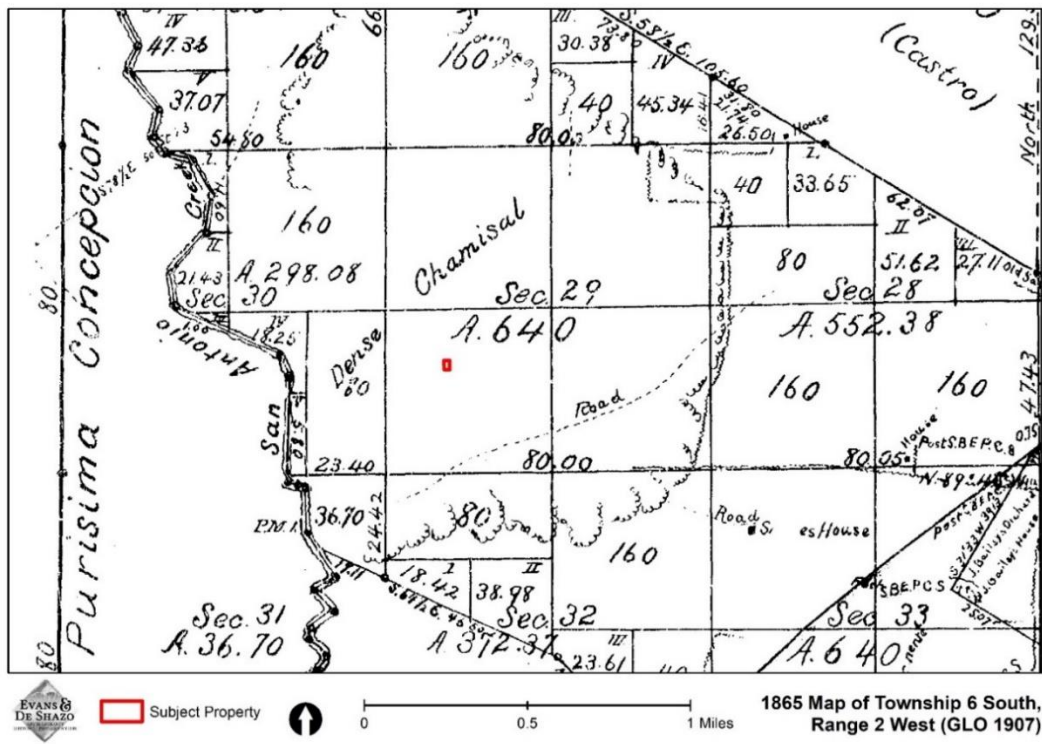


Figure 9. 1865 Government Land Office (GLO) map showing the Property within “Dense Chamisal”.

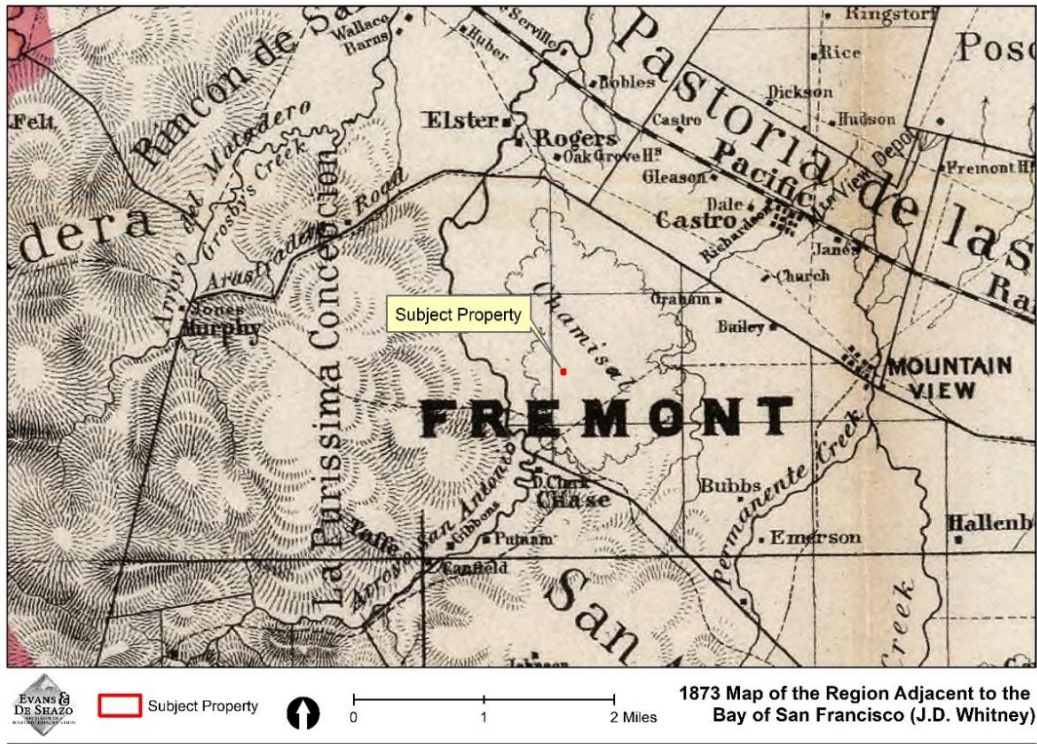


Figure 10. 1873 Hoffman and Whitney map showing the Property within an area still covered in chamisal.

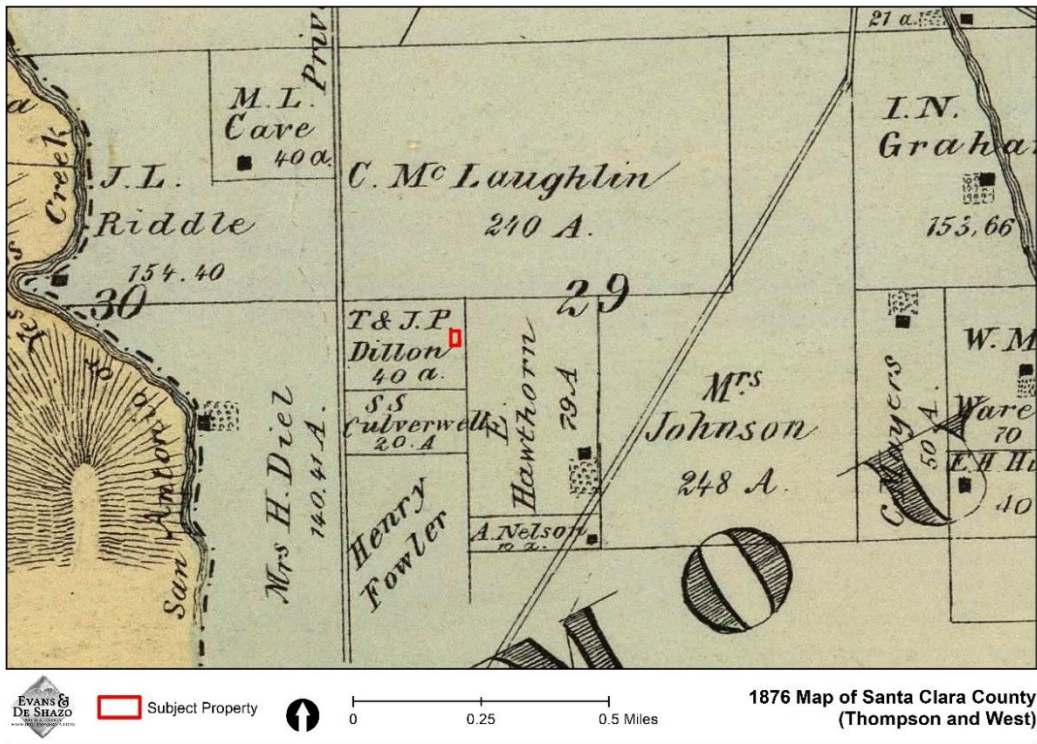


Figure 11. 1876 Thompson and West map showing the Property within T & J.P. Dillon’s 40-acre property.

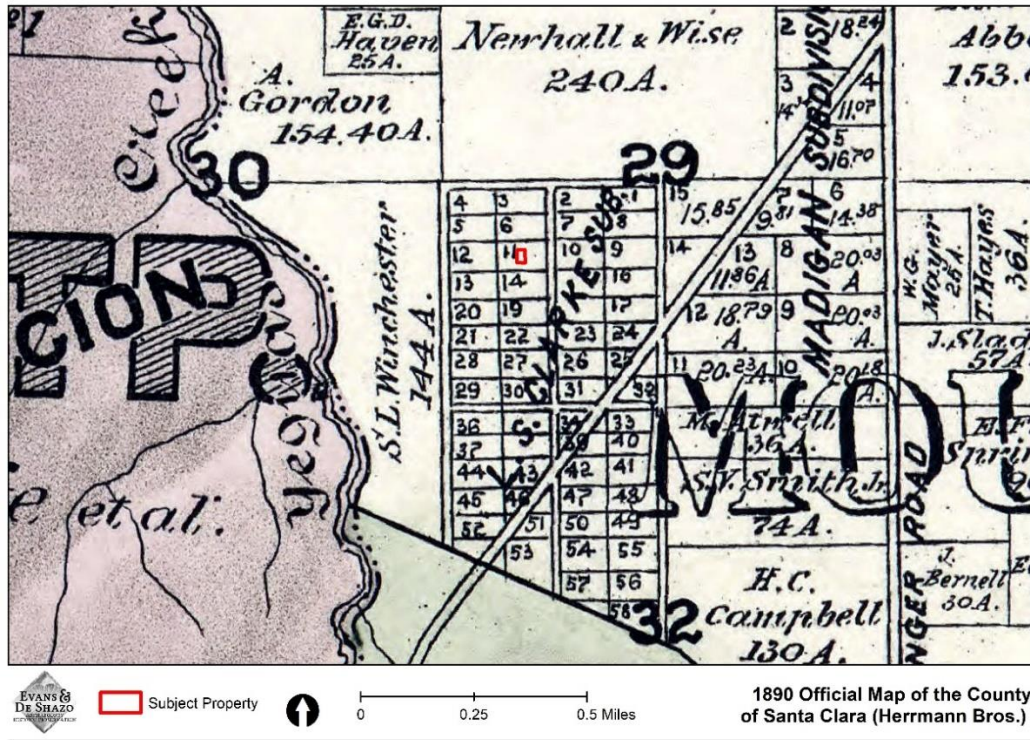


Figure 12. 1890 Herrmann Bros. map shows the Property within lot 11 of L.S. Clarke Subdivision.

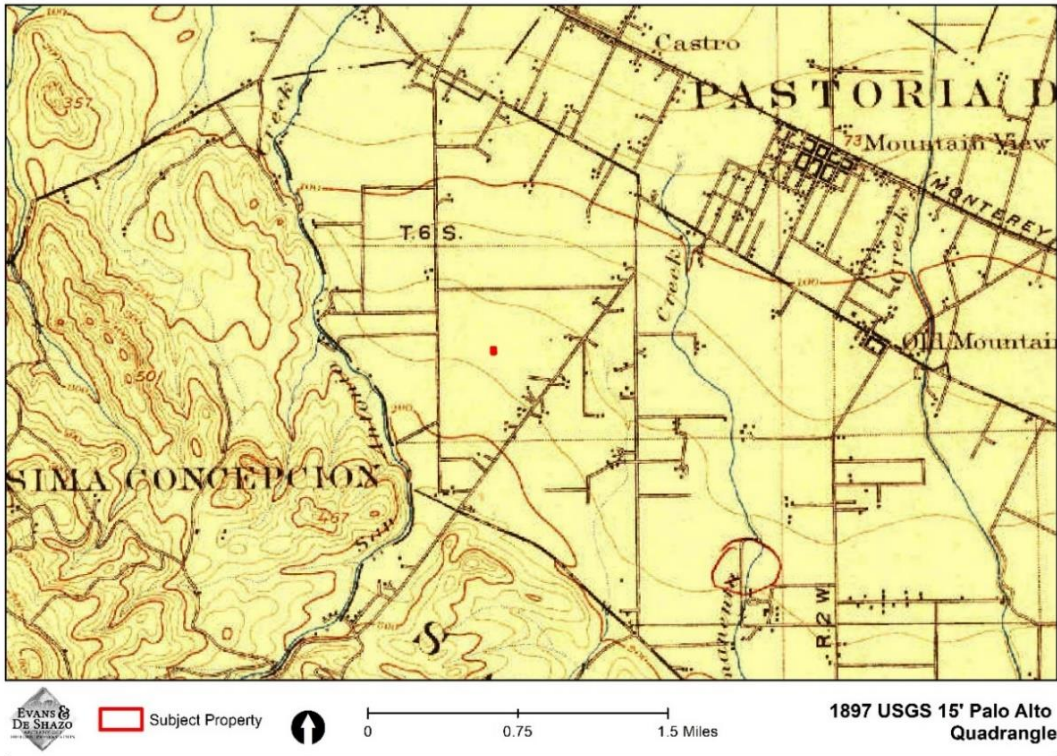


Figure 13. 1897 USGS 15' Palo Alto Quadrangle showing the Property.

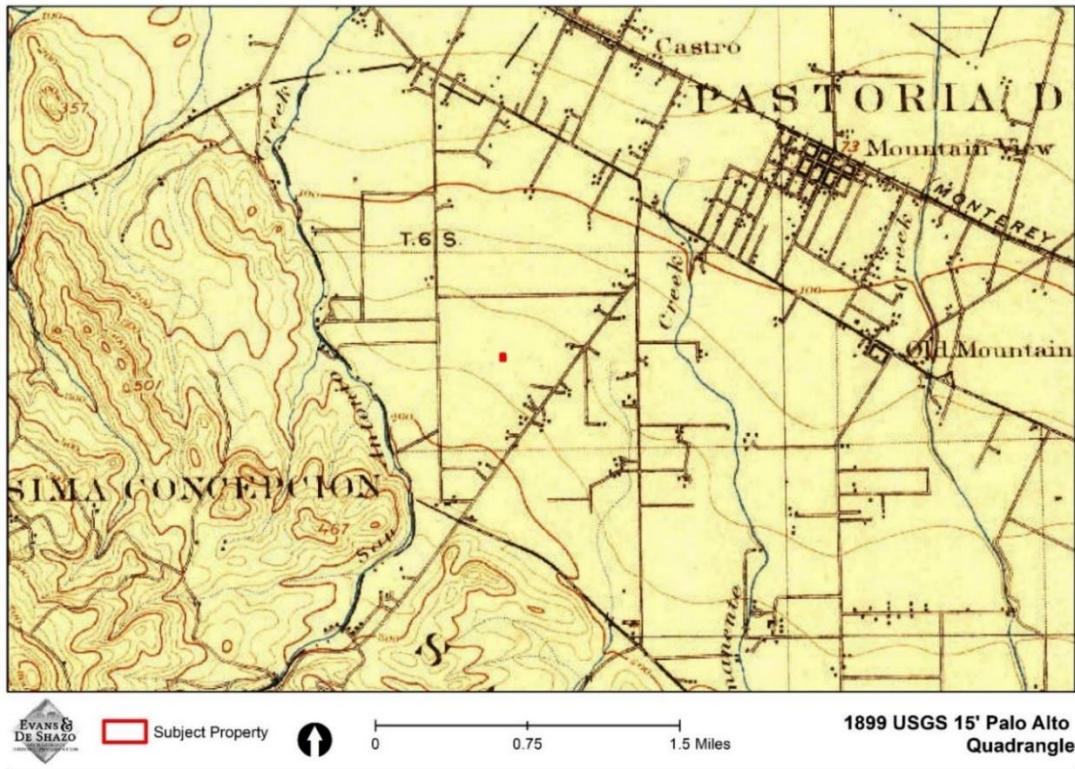


Figure 14. 1899 USGS 15' Palo Alto Quadrangle map showing the Property.

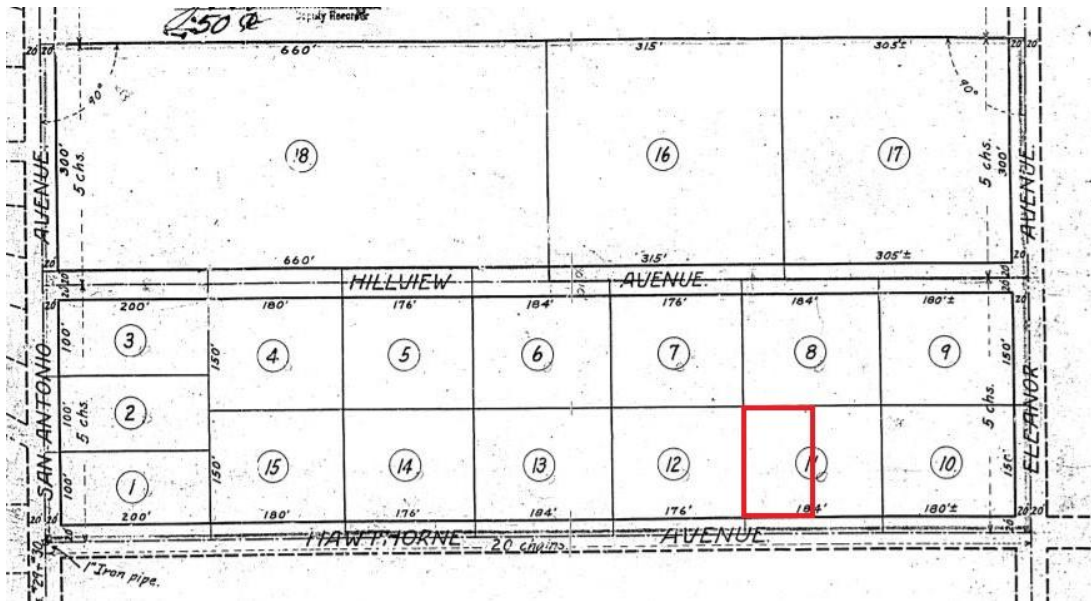


Figure 15. 1910 Subdivision Map of the Alto Acres Tract with the Property boundary outlined in red (courtesy of Santa Clara County).



Table 1. Owners and Occupants related to the ca. 1922 house, ca. 1922 shed, 1972 inground swimming pool, and associated landscape.

Year	Owner/Occupants	Details
ca. 1922-ca. 1965	Owners: unknown	<ul style="list-style-type: none"> Although EDS conducted extensive online and in-person research, the current owner, the first owners of the ca. 1922 house, ca. 1922 shed, and associated landscape were not found. In 1922, the Property was located within Fremont Township in Santa Clara County Based on a review of the 1930 and 1940 U.S. Federal Census records, the house addresses on Hawthorne Avenue during this time were not the same as they are today, including 151 Hawthorne Avenue; however, the research did not reveal the original address of the Property. Aerial photographs between 1930 and 1941 show the Property, including the ca. 1922 house and ca. 1922 shed situated within an orchard. There were very few residential houses on Hawthorne Street or within the neighborhood during this time (Figure 16, Figure 17, and Figure 18). The 1956 aerial photograph shows the ca. 1922 house and ca. 1922 shed within the Property and a reduction in the orchards and increased houses within the neighborhood (Figure 19).
1964	Owner: C.H. Tabrett	<ul style="list-style-type: none"> According to a city permit record (A 8254) for repair work on the ca. 1922 house, due to termite issues, C.H. Tabrett owned the Property in 1964. However, extensive research by EDS and the current owner did not find C.H. Tabrett listed in any city directory or on any deed or any other primary documentation associated with the Property. In addition, EDS did not find anyone with this exact name living in Los Altos during this time. However, it is possible that the initials or names were misspelled, as EDS did find a C.F. Tabrett living in Los Altos, but no documentation shows he lived within the subject Property.
ca. 1965 to 1972	Owners: David Redmond and Florence Eileen Redmond	<ul style="list-style-type: none"> The owners of the Property between ca. 1965 and 1972 were David and Florence Redmond. David was born in Northampton, Northamptonshire, England, in 1904, and Florence was born in Northampton, Northamptonshire, England, in 1913. David and Florence were married in ca. 1935. From the 1930s to ca. 1950, they lived in Northampton, Northamptonshire, England.¹⁵ During this time, David was a foreman for an engineering press shop, and Florence was a housewife. It is unknown when David and Florence immigrated to the U.S., but in 1958, David and Florence traveled on the ship the Queen Mary from

¹⁵ Ancestry.com, General Register Office; United Kingdom; Volume: 4; Page: 1383.



Year	Owner/Occupants	Details
		<p>New York to England.¹⁶ According to the ship’s manifest, David and Florence were citizens of the United Kingdom. David’s occupation was a lathe operator, and Florence was a housewife.</p> <ul style="list-style-type: none"> • By ca. 1965, David and Florence were living in Saratoga, California. When they purchased the property, there was a further reduction in the surrounding orchards and an increase in houses within the neighborhood (Figure 20). • In 1970, David and Florence became naturalized citizens of the U.S. • In 1972, David and Florence sold the Property to Bruce Palmer, and David and Mary returned to Northhampton, Northamptonshire, England. Florence died in 1974 in England (Figure 21).¹⁷
1972 to 2019	<p>Owner: Bruce Wales Palmer</p> <p>Occupants: N/A</p>	<ul style="list-style-type: none"> • Bruce Palmer was the owner of the Property from 1972 to 2019. • Bruce was born in 1945 in Santa Clara County and attended school at Palo Alto High School. • Bruce appears to have initially lived in the house from 1972 to ca. 2000, but he had moved out of the Property and rented the ca. 1922 house to various occupants from 2000 to 2019. • During Bruce’s ownership is when the 1972 inground swimming pool was constructed, and other changes occurred, such as the addition of a door on the west elevation, new fencing, a new roof, furnace, and at least two kitchen and two bath remodels, which may have resulted in the reconfiguration of windows on the north and west elevations of the ca. 1922 house. • No additional information about Bruce was found.

¹⁶ Ancestry.com, The National Archives of the UK; Kew, Surrey, England; Board of Trade: Commercial and Statistical Department and successors: Inwards Passenger Lists.; Class: BT26; Piece: 1410

¹⁷ Ancestry.com, National Archives at College Park; College Park, Maryland, U.S.A.; NAI Number: 613857; Record Group Title: *General Records of the Department of State*; Record Group Number: *Record Group 59*; Series Number: *Publication A1 5166*; Box Number: 134; Box Description: 1974 PL – RZ.

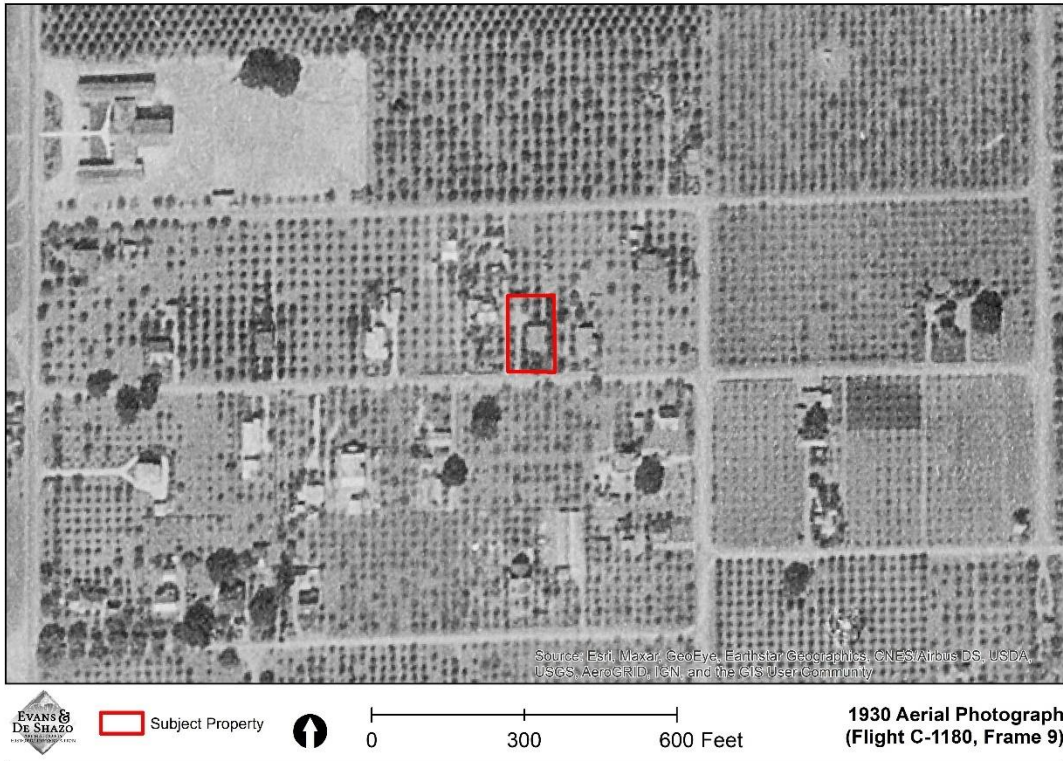


Figure 16. 1930 aerial photograph showing the Property (courtesy of the University of Santa Barbara Library).

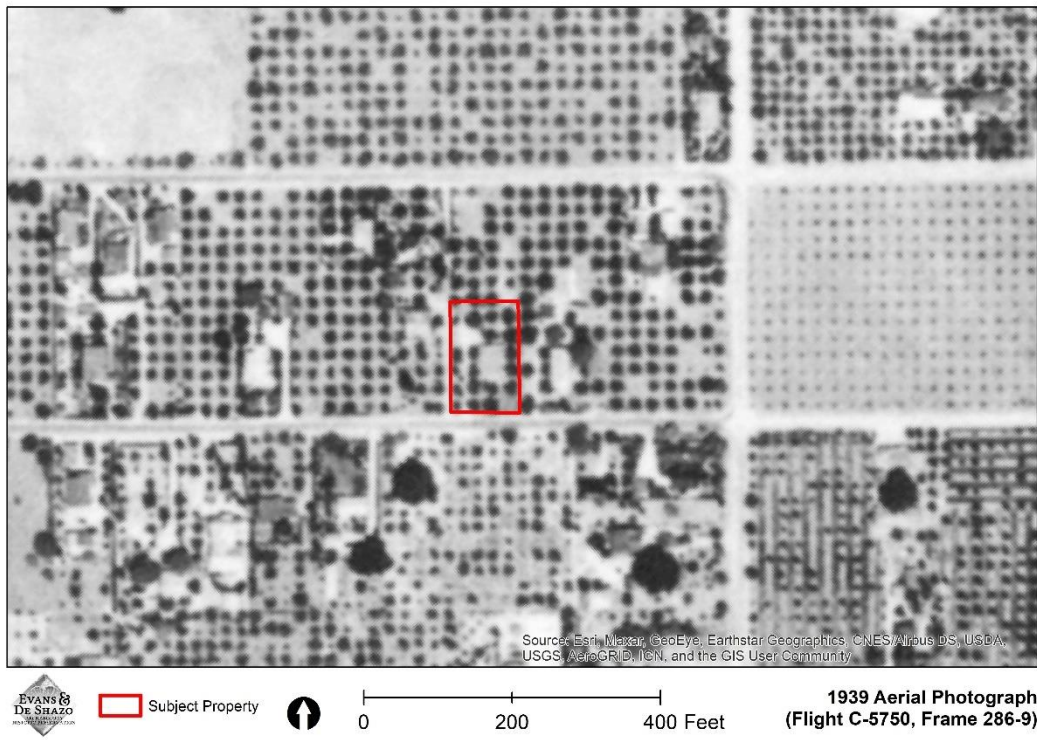


Figure 17. 1939 aerial photograph showing the Property (courtesy of the University of Santa Barbara Library).

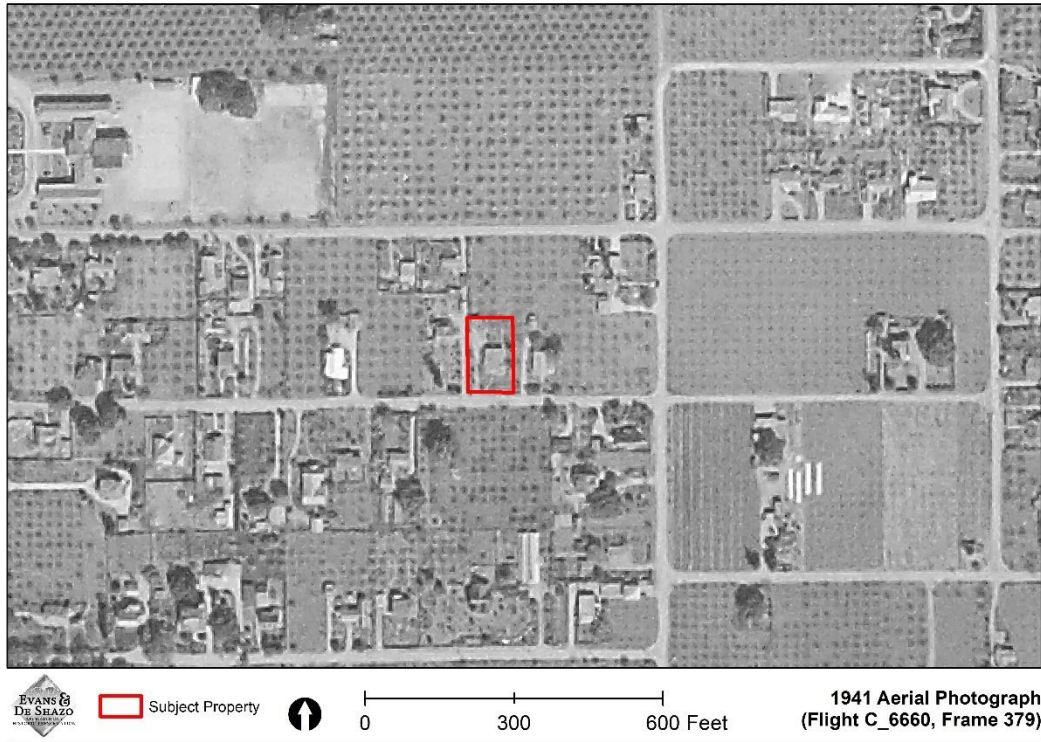


Figure 18. 1941 aerial photograph showing the Property's location surrounded by some houses, but still mainly orchards (courtesy of University of Santa Barbara Library).



Figure 19. 1956 aerial photograph showing the Property and surrounding residential growth (courtesy of the University of Santa Barbara Library).



Figure 20. 1968 aerial photograph of the Property with dense residential development around it (courtesy of University of Santa Barbara Library).

Form FS-102
11-18-51

DEPARTMENT OF STATE
 FOREIGN SERVICE OF THE UNITED STATES OF AMERICA
 REPORT OF THE DEATH OF AN AMERICAN CITIZEN
 American Embassy, London, England, July 26, 1974
 (Place and date)

Name in full Florence Eileen REDMOND Occupation Housewife
~~Naturalized~~ naturalized at Buffalo, NY on 11/11/54. Born UK 12/13/13 Last known address
 in the United States 151 Hawthorn Avenue, Los Altos, California

Date of death July 3 02 00 1974 Age 60 years and 6 months
 (Month) (Day) (Hour) (Minute) (Year) (As nearly as can be ascertained)

Place of death General Hospital Northampton England
 (Number and street) or (Hospital or hotel) (City) (Country)

Cause of death 1a. Bronchopneumonia b. Renal and hepatic failure c. Disseminated
 carcinomatosis, Adenocarcinoma of the Rectum. Certified by G.G.Winearis, M.B.
 (Include authority for statement)

Disposition of the remains Cremated at Milton Crematorium, Northampton, England on
 July 8, 1974. Ashes scattered in grounds of crematorium.

Local law as to disinterring remains N/A

Disposition of the effects in custody of David Redmond
 Person or official responsible for custody of effects and accounting therefor as above

Informed by telegram:

NAME	ADDRESS	RELATIONSHIP	DATE SENT
<u>None</u>			

Copy of this report sent to:

NAME	ADDRESS	RELATIONSHIP	DATE SENT
<u>David Redmond</u>	<u>108 Charnwood Avenue, Westone, Northampton</u>	<u>Husband</u>	<u>July 26, 1974</u>

~~Travelers~~ residing abroad with relatives ~~as follows~~ as follows:

NAME	ADDRESS	RELATIONSHIP
<u>David Redmond</u>	<u>AS above</u>	<u>Husband</u>

Other known relatives (not given above):

NAME	ADDRESS	RELATIONSHIP
<u>Alfred Evans</u>	<u>106 Kingsley Park Terrace, Northampton</u>	<u>Brother</u>
<u>Lesley Evans</u>	<u>1 Woodside Crescent, Northampton</u>	<u>Brother</u>
<u>John Evans</u>	<u>74 Hawley Cres, New Dunston, Northampton</u>	<u>Brother</u>

This information ~~is to be used for identification purposes only and is not to be placed under
 file 389~~ in the correspondence of this office.

Remarks: Included on US passport No. A230804 issued 3/11/70 in San Francisco
 to David Redmond. Cert. of Naturalization No. 7342279 endorsed and returned to
 husband. Death registered in Northampton on July 3, 1974 as entry No. 184.
 SSA number 133-24-4776.

(Continue on reverse if necessary.)
 Micaela A. Cella
 Micaela A. Cella
 Vice Consul of the United States of America.

(SEAL)
 No fee prescribed. O-142-F

REDMOND, Florence Eileen

Figure 21. Department of State, report of death of an American citizen, showing the last known address of Florence Redmond as 151 Hawthorne Avenue (Ancestry.com).



ARCHITECTURAL CONTEXT

The following section briefly explains the Craftsman architectural style associated with the ca. 1922 house.

CRAFTSMAN ARCHITECTURAL STYLE (1905 - 1930)

The American Craftsman style is the quintessential house style of America. More popular and more replicated than most others, it is the sum of all that America is. It stands for simplicity, excellence, and utility, and simplicity in design, excellence in craftsmanship, and utility in its functionality. Craftsman houses were inspired mainly by two California brothers – Charles Sumner Greene and Henry Mather Greene. They practiced together in Pasadena from 1893 to 1914 (i.e., California Craftsman, Craftsman Bungalows, or California Bungalow Craftsman). In about 1903, they began to design simple Craftsman-type bungalows. By 1909, they had designed and executed several exceptional landmark examples. Influenced by the English Arts and Crafts Movement, an interest in oriental wooden architecture and their early training in the manual arts appear to have led the Greene’s to design and build these intricately detailed buildings. During the early twentieth century, these and similar residences were given extensive publicity in some of the most popular magazines, thus familiarizing the rest of the nation with this style. As a result, a flood of pattern books appeared, offering plans for Craftsman bungalows; some even provided completely pre-cut packages of lumber and detailing to be assembled by local labor. Through these vehicles, the Craftsman house quickly became the most popular and fashionable smaller house in the country.¹⁸

Common architectural design features of Craftsman architecture include the following:

- Low-pitched roof lines gabled or hipped roof
- Deeply overhanging eaves
- Decorative half-timbering and woodwork
- Front or side-gable roofs with exposed rafters or decorative brackets under eaves
- Front porch beneath the extension of the main roof
- Tapered, square columns (“battered” columns) supporting the roof
- Double-hung windows; 3-over-1 or 6-over-1 double-hung windows
- Hand-crafted stone or woodwork, including wood and shingle siding
- Mixed materials throughout the building

HISTORIC ARCHITECTURAL SURVEY

On June 21, 2021, EDS Principal Architectural Historian Stacey De Shazo, M.A., completed a historic architectural survey of the property, including the ca. 1922 house, ca. 1922 shed, 1972 inground swimming pool, and associated landscape. The results of the historic architectural survey are documented in the

¹⁸ Virginia McAlester and Lee McAlester, *A Field Guild to American Houses*, New York, Alfred A. Knopf. Munro-Fraser, J.P. 2013.



following section.

CA. 1922 HOUSE

The ca. 1922 house is designed in the Craftsman Bungalow architectural style. The house is asymmetrical with multiple roof plans, including a main front-gable roof form with a lower projecting front gable and an extending front gable porch roof. The roof is low-pitched with wide overhanging eaves and exposed roof beams and rafter tails. The roof is clad in an asphalt membrane material, and the house is clad in stucco in a dash finish. There appears to be at least one rear addition/porch enclosure, which was likely altered in the 1950s. The house is slightly elevated and is situated on a board-formed concrete perimeter and post and pier foundation.

South Elevation (Primary Facade)

The south elevation consists of an asymmetrical design with a main front-gabled roof form, a lower projecting front gable, and an extending front gable porch roof (Figure 22 and Figure 23). The extending porch roof consists of decorative vertical wood boards with open slates that provide ventilation to the porch roof. The porch is supported by three battered columns that rest on square piers clad with red brick (Figure 24). There is a solid porch balustrade clad in red brick laid out in a running bond pattern. The front porch floor is accessed via a set of concrete steps along the primary façade and a set of concrete steps and a secondary entrance along the rear of the porch at the southeast corner of the house. The porch floor is stamped concrete, and the porch ceiling is clad in contemporary stucco, which likely covers the original wood-clad porch roof (Figure 25). Fenestration along this elevation includes two large picture windows that are not original to the house, set in wood window casings (not original) and wide decorative window trim and an oversized wooden front door with three vertical beveled glass and asymmetrical patterns (Figure 26).



Figure 22. South elevation, facing north.



Figure 23. South elevation, facing north.



Figure 24. South elevation, facing north.



Figure 25. Photograph showing the front porch, facing west.



Figure 26. Photograph showing the front door, facing north.

East Elevation

The east elevation consists of a dormer side gable roof that sets above the porch roof and a projecting side gable addition/enclosed porch, both of which appear to be additions and not original to the design (Figure 27 and Figure 28). The side gable roof is set above the porch roof, consisting of exposed beams with the exterior of the original brick chimney projecting through the center of the roof along the roof ridge. The projecting side gable roof addition appears to be an enclosed porch that was altered in the ca. 1950s to allow access to the half-width basement that seems to have been initially accessed via an exterior cellar door that is no longer present. The projecting side gable addition consists of concrete steps and a contemporary hand railing that leads to a rear porch door. Fenestration along this elevation includes a series of three double-hung wood windows with lugs, two casement windows, and a basement window that appears original to the house, and a pair of double-hung wood windows with lugs and a wooden door with upper glazing and lower wood paneling that appear to have been added in the ca. 1950s or ca. 1960s as part of the rear porch enclosure.



Figure 27. East elevation, facing north.



Figure 28. Photograph showing the east elevation, facing southwest.



North Elevation

The north elevation consists of an extending gabled roof with wide overhanging eaves and wood beams (Figure 29). The rear gable mimics the front porch gable detail, with decorative, vertical wood boards with open slates that provide ventilation (Figure 30). There are changes to this elevation that includes a vinyl sliding glass door, added during the 2015 kitchen remodel, which is accessed via a set of steps constructed of what appears to be fiber cement or Hardie decking. There are two narrow, fixed windows that may be original to the house but appear to have been relocated due to either the 1985 or 2015 kitchen remodel. There are also a series of four double-hung wood windows with lugs that appear original to the house, as well as a narrow rectangular basement hopper window. There are two -square vents along this elevation that are not original and were likely added during one of the kitchen remodels.



Figure 29. Photograph showing the north elevation rear roof gable and decorative vertical wood boards along the gable, facing southwest.



Figure 30. North elevation, facing south.

West Elevation

The west elevation consists of a projecting porch side entry gable, which appears to be an addition added in 1985 or 2015 during one of the two-bathroom remodels (Figure 31). Fenestration along the west elevation consists of a pair of double-hung wood windows with lugs (of which one consists of a replacement sash without lugs), two narrow wood windows with lugs that appear to have been relocated during one of the bathroom remodels, a series of four double-hung wood windows with lugs, and a contemporary five-light glass and wood door, added in 1972, set below the projecting gable (Figure 32).



Figure 31. West elevation, facing southeast.



Figure 32. West elevation, facing east.



CA. 1922 SHED

The ca. 1922 shed is a wood-framed front gable form with a low-pitched roof and a wide eave overhang with exposed rafter tails. Along the south elevation, a portion of the building is clad in original horizontal wood boards, and the east, west, and north elevations are clad in contemporary stucco (Figure 33). There are two five-panel wood doors, one along the south elevation (primary façade) and another along the north elevation. There is a tarp covering a wide door opening (Figure 34). There are two windows, including a vinyl sliding window along the north elevation and a double-hung wood window along the east elevation.



Figure 33. Photograph showing the cladding along south and east elevations, facing northwest.



Figure 34. Photograph showing the tarp covering the wide door opening and the front entrance to the shed.

1972 INGROUND SWIMMING POOL

The 1972 inground swimming pool is kidney-shaped and includes a semicircular hot tub attached to the southern end of the swimming pool (Figure 35). The pool decking is constructed of stamped cobblestone and concrete. There is decorative blue tile along the top edge of the pool.



Figure 35. Photograph showing the 1972 inground swimming pool with the hot tub, facing north.

ASSOCIATED LANDSCAPE

The associated landscape includes original square concrete pillars clad in decorative red brick that appear original to the house (Figure 36). The brick-clad concrete pillars are linked together by contemporary iron fencing designed in a semicircular shape. A gravel driveway leads to a wooden fence, which appears to be new (Figure 37).



Figure 36. Photograph showing a concrete pillar and contemporary iron gate along the primary façade, facing north.



Figure 37. Photograph showing the gravel driveway and new wooden fence, facing north.



PREVIOUS ALTERATIONS TO THE CA. 1922 HOUSE

Although the alterations are thoroughly documented in this report's Property History section and the Historical Architectural Survey section, the following section breaks out the most significant alterations in a bulleted list. This is followed by an alternation diagram showing the ca. 1922 house and alternations (Figure 38).

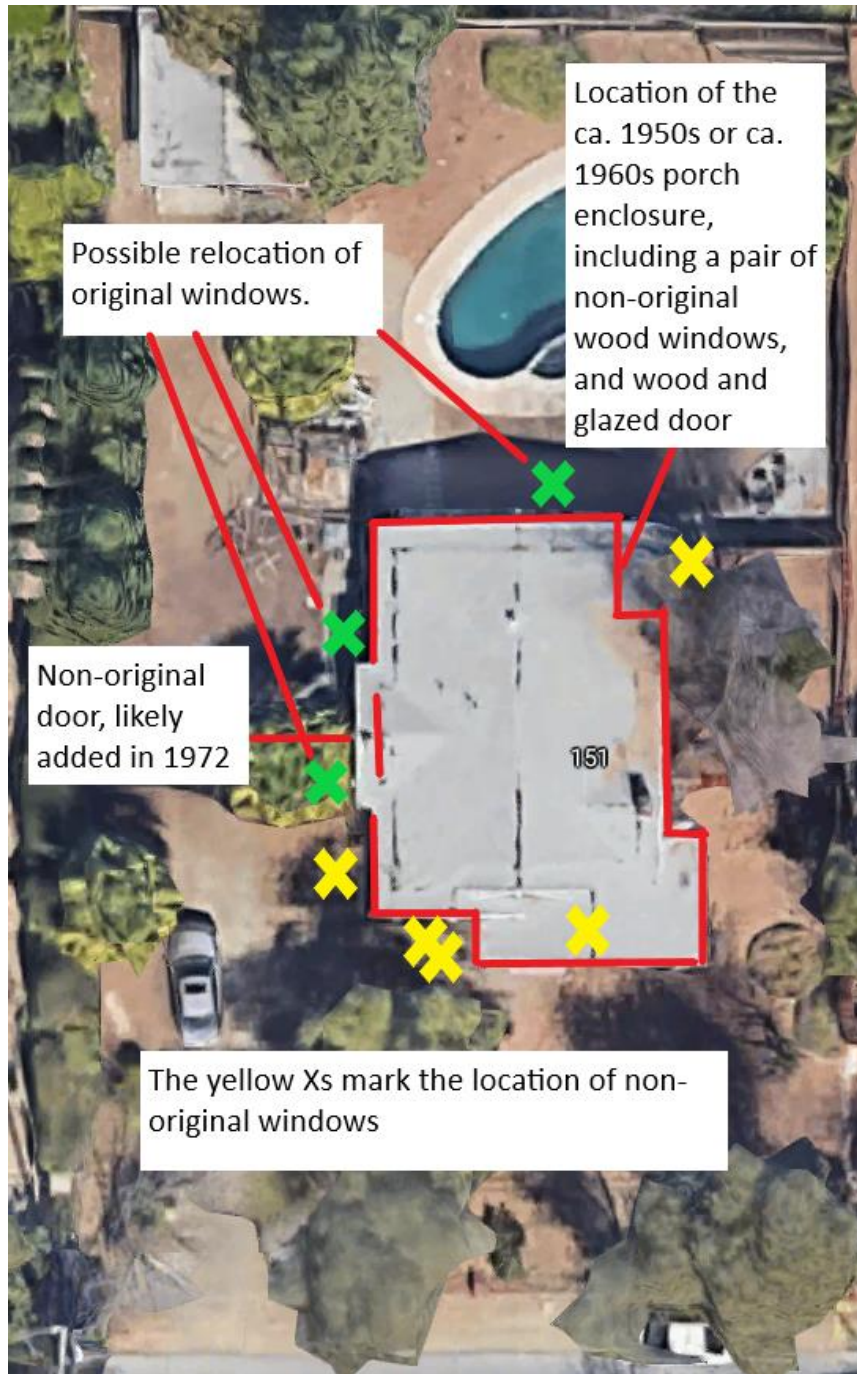


Figure 38. Google aerial view of the Property, showing the alterations.



- **Rear addition/porch enclosure:** The rear addition/porch enclosure, along the north elevation and a portion of the east elevation, consists of alterations in the ca. 1950s or ca. 1960s. These changes created a projecting side gable roof along the northeast corner of the house, enclosing what was likely an original rear porch entrance, providing interior access to the half-width basement, which was originally accessed from the house's exterior.
- **Windows:** There are 26 windows, of which four (detailed below and within Figure 38) are not original to the design of the ca. 1922 house and another four original windows appear to have been relocated due to remodeling efforts in 1985 and 2015.
 - **Replacement/Relocation of Windows:** The primary façade (south elevation) consists of two (2) large picture windows and trim work that is not original to the house (Figure 39); the east elevation consists of a pair of double-hung wood windows (2) with lugs associated with ca. 1950 or ca. 1960 addition (Figure 40); the north elevation consists of two (2) narrow, fixed windows that do not appear to be in their original location (Figure 41); the west elevation consist of two (2) new narrow wood windows with lugs that also do not appear to be in their original location due to changes that occurred in 1985 and 2015. There is also one (1) replacement window sash without lugs within the paired windows near the southwest corner of the house (Figure 42). Although the relocation of the four windows within the house is likely, there are no detailed permit or building records held by the City of Los Altos that can verify this likelihood.

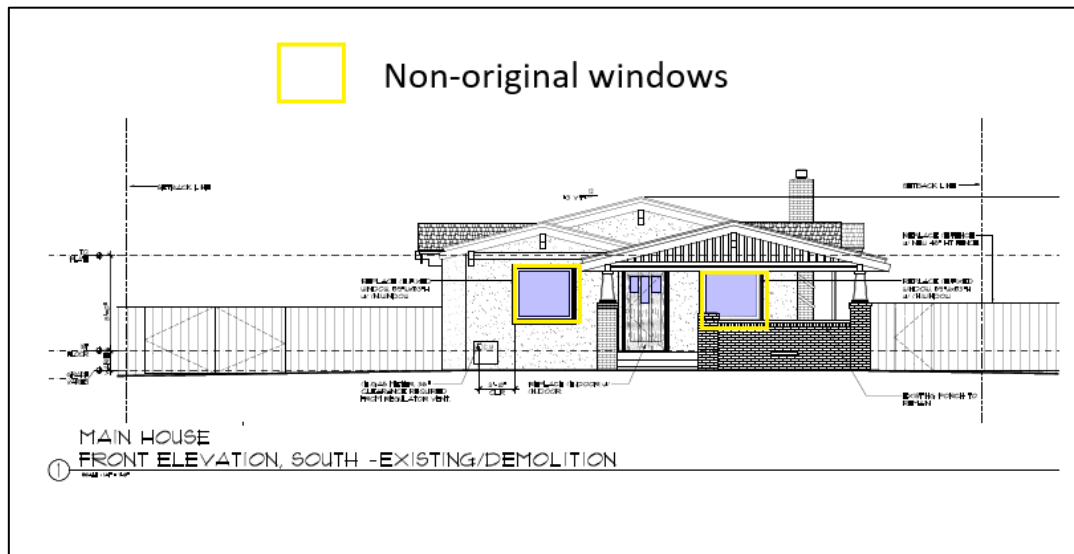


Figure 39. Primary façade (south elevation) showing the non-original windows outlined in yellow (Brownhouse Design; dated 5/27/2022).

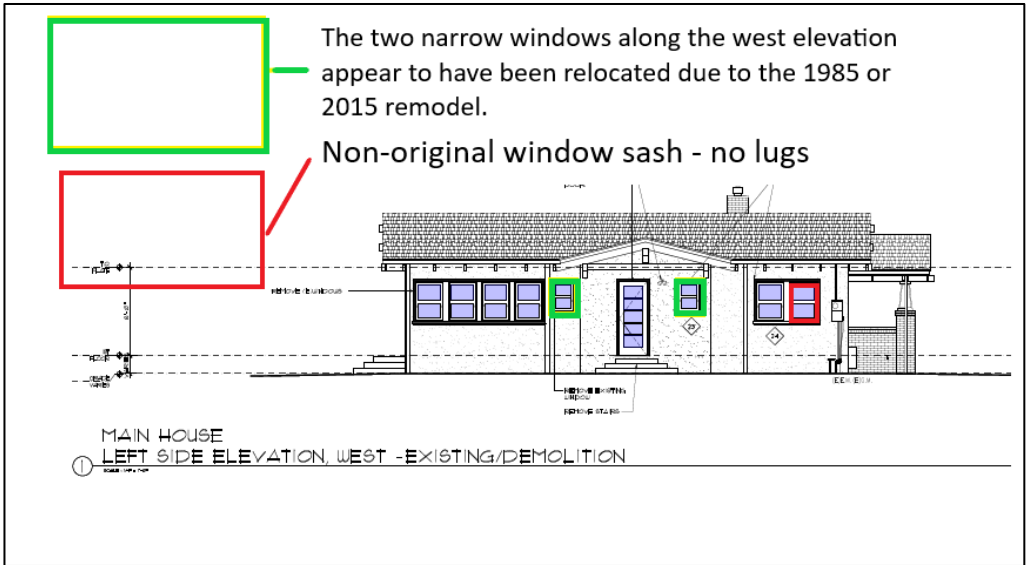


Figure 42. West elevation showing a non-original window sash (outlined in red) and two narrow wood windows (outlined in green) that appear to have been relocated due to remodeling (Brownhouse Design; dated 5/27/2022).

Stucco cladding – the addition to the rear, along the north and east elevations, and where windows were replaced or relocated, would have required the removal of stucco material; as such, within areas where there is window replacement and additions are documented, the stucco is not original.

- **New roof** - 1999, Permit No. 1999-636285
- **Kitchen and Bathroom Remodel and New Addition** – In 1985, Permit No. A 20848 was issued for the remodeling of a bathroom and kitchen within the ca. 1922 house. No further details are available, but it appears that during this addition, the changes to the north and west elevations may have occurred. In 2015 Permit No. 2015-664474 (issued 05/22/2015) to contractor Kevin Yapp. According to the City permit website, the permit is for an “addition” that includes, but not limited to, a kitchen and bath “addition,” as well as new plumbing, sheetrock, tile lath, “Rg Fr/El/Mech/Pl”, wall and ceiling insulation, and shower pan. The changes not listed, but those that also appear to have been completed under this permit, include a vinyl sliding glass door on the north elevation, providing access to the new kitchen, and a set of steps constructed of what appears to be fiber cement or Hardie decking. Although the permit was issued in 2015, and the work appears to have been completed at this time, the permit was not finalized by the City until 9/6/2020.

EVALUATION OF HISTORICAL SIGNIFICANCE

The Property includes the ca. 1922 house, ca. 1922 shed, 1972 inground swimming pool, and associated landscape were evaluated to determine eligibility for listing on the CRHR. The ca. 1922 house was evaluated for its association with Craftsman Bungalow architecture with a period of significance of ca. 1922, which is the date when the house is estimated to be constructed. The ca. 1922 shed, 1972 inground swimming pool, and associated landscape are not associated with any known architectural style, form, or architectural landscape design or landscape planning.



CALIFORNIA REGISTER OF HISTORICAL RESOURCES

The CRHR is an inventory of significant architectural, archaeological, and historical resources in California. Resources can be listed in the CRHR through several methods. State Historical Landmarks and NRHP listed properties are automatically listed in the CRHR. Properties can also be nominated to the CRHR by local governments, private organizations, or citizens. The CRHR follows *similar* guidelines to those used for the NRHP.¹⁹ One difference is that the CRHR identifies the Criteria for Evaluation numerically instead of alphabetically. Another difference, according to the OHP is that “It is possible that historical resources may not retain sufficient integrity to meet the criteria for listing in the NRHP, but they may still be eligible for listing in the California Register. A resource that has lost its historical character or appearance may still have sufficient integrity for the California Register if it maintains the potential to yield significant scientific or historical information or specific data”.²⁰

To qualify for listing in the CRHR, a property must possess significance under one of the four criteria and have historic integrity. Determining integrity consists of evaluating seven variables or aspects that include location, design, setting, materials, workmanship, feeling, and association. According to the *National Register Bulletin: How to Apply the National Register Criteria for Evaluation*, these seven characteristics are defined as follows:

- **Location** is the place where the historic property was constructed.
- **Design** is the combination of elements that create the form, plans, space, structure, and style of the property.
- **Setting** addresses the physical environment of the historic property inclusive of the landscape and spatial relationships of the building(s).
- **Materials** refer to the physical elements that were combined or deposited during a particular period of time and in a particular pattern of configuration to form the historic property.
- **Workmanship** is the physical evidence of the crafts of a particular culture or people during any given period in history.
- **Feeling** is the property’s expression of the aesthetic or historic sense of a particular period of time.
- **Association** is the direct link between an important historical event or person and a historic property.

The following section examines the eligibility of the ca. 1922 house, ca. 1922 shed, and associated landscape.

CRHR EVALUATION

1. **(Event): Is associated with events that have made a significant contribution to the broad patterns of California’s history and cultural heritage.**

The ca. 1922 house and ca. 1922 shed within the Property were constructed in a planned subdivision

¹⁹ California Code of Regulations, Title 14, Chapter 11.5, Section 4850 et seq

²⁰ California Office of Historic Preservation Technical Assistance Series #6 California Register and National Register: A Comparison (for purposes of determining eligibility for the California Register).



in a prosperous time in Los Altos; however, the development of the Property is not associated with any housing boom or any event that made a significant contribution to the broad patterns of California's history or cultural heritage. As such, the Property containing the ca. 1922 house, ca. 1922 shed, 1972 inground swimming pool, and associated landscape does not appear eligible for listing on the CRHR.

Therefore, the Property does not appear individually eligible for listing in the CRHR under Criterion 1.

2. (Person): Is associated with the lives of persons important in our past.

An exhaustive record search and review was completed by EDS, as well as the current owner. Although research included Thorough research of the Property containing the ca. 1922 house, ca. 1922 shed, 1972 inground swimming pool, and associated landscape was completed; however, the research did not reveal that any person associated with the Property that is important to our past.

Therefore, the Property does not appear individually eligible for listing in the CRHR under Criterion 2.

3. (Construction/Architecture): Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.

Architecture: The ca. 1922 house is associated with the Craftsman Bungalow architectural style, which was popular throughout the U.S. from 1905 to 1930. The ca. 1922 house retains character-defining features associated with Craftsman Bungalow design, including the multi-front-gabled form, low-pitched roof with wide overhanging eaves, exposed rafters and beams, recessed porch set under an extending porch roof, battered porch columns, wood casement windows, and double-hung wood windows.

The ca. 1922 shed and associated landscape are not associated with any known architectural style or form, landscape architectural style, or landscape planning design.

Therefore, the ca. 1922 house within the Property appears individually eligible for listing in the CRHR under Criterion 3.

4. (Information potential): Has yielded, or may be likely to yield, information important in prehistory or history.

Criterion 4 most commonly applies to resources that contain or are likely to contain information bearing on an important archaeological research question. While most often applied to archaeological sites, Criterion 4 can also apply to built environment resources that contain important information. For a building to be eligible under Criterion 4, it must be a principal source of important information, such as exhibiting a local variation on a standard design or construction technique can be eligible if a study can yield important information, such as how local availability of materials or construction expertise affected the evolution of local building development.

The ca. 1922 house does not appear to have the ability to convey information about Craftsman Bungalow architecture. None of the built environment resources within the Property are eligible for listing in the CRHR under Criterion 4.



INTEGRITY

A Property must possess significance under one or more of the above-listed criteria and have historic integrity to qualify for listing in the CRHR. There are seven variables, or aspects, used to judge historic integrity, including location, design, setting, materials, workmanship, feeling, and association.²¹ A resource must possess the aspects of integrity that relate to the historical theme(s) and period of significance identified for the built-environment resources. National Register Bulletin 15 explains, “only after significance is fully established can you proceed to the issue of integrity.”

The ca. 1922 house within the Property was found to be eligible for listing on the CRHR under Criterion 3; as such, an integrity analysis was completed.

- **Location.** The ca. 1922 house remains at its original location where it was constructed.
Therefore, the ca. 1922 house retains integrity of location.
- **Design.** There do not appear to have been any significant changes to the 1922 house except for a rear porch enclosure that appears to have been constructed in the 1950s or 1960s and the removal of some original windows along the primary facade. However, the porch enclosure and changes to the primary façade windows are not significant changes. Overall, the ca. 1922 design retains its Craftsman Bungalow design elements such as the multi-gable form with a low-pitched roof with wide eaves and exposed rafters, decorative brackets, a recessed porch set under the roof extension support by battered wood columns, and original wood casement windows and double-hung wood windows.
Therefore, the ca. 1922 house retains integrity of design from ca. 1922.
- **Setting.** The surrounding area of the ca. 1922 house has not changed and retains its feeling of the setting. The area also retains its feeling of a neighborhood that developed within the early twentieth century. In addition, the 1972 inground swimming pool does not compromise the setting.
Therefore, the ca. 1922 house retains integrity of setting.
- **Materials.** The 1922 house retains integrity of materials from its original date of construction. The 1922 house materials include original wood windows, brick cladding, decorative wood elements such as roof beams, rafter tails, wood porch columns, and a brick chimney.
Therefore, the ca. 1922 house retains integrity of materials.
- **Workmanship.** Workmanship is evidenced by skill or craft from a particular period or region. The ca. 1922 house retains workmanship regarding the knowledge and application of materials associated with woodworking.
Therefore, the ca. 1922 house retains integrity of workmanship.
- **Feeling.** Integrity of feeling is the quality that a historic property has in evoking the aesthetic or

²¹ National Park Service, *National Register Bulletin: How to Apply the National Register Criteria for Evaluation* (Washington, D.C.: United States Department of the Interior, 1997).



historical sense of a past period. The ca. 1922 house evokes the feeling of the Craftsman Bungalow architecture, including the low-pitched roof and multi-gable form, wide overhanging roof eaves, and front porch, casement, and double-hung wood windows.

Therefore, the ca. 1922 house retains integrity of feeling.

- **Association.** The ca. 1922 house retains association with Craftsman Bungalow architecture.

Therefore, the ca. 1922 house retains integrity of association from its date of construction.

An assessment of integrity found that the ca. 1922 house retains all seven aspects of integrity.

STANDARDS REVIEW

The Standards review was conducted to ensure compliance with Section 106 of the NHPA and address the proposed Project's potential impacts on the ca. 1922 house, which was determined to be eligible for listing on the CRHR. The Standards review utilized architectural drawings and renderings provided to EDS by Brownhouse Design (dated 5/27/2022).

Secretary of Interior Standards for Rehabilitation Review

The following section addresses the proposed Project within the context of the Secretary of the Interior's Standards for Rehabilitation. **Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.** When repair and replacement of deteriorated features are necessary, when alterations or additions to the property are planned for a new or continued use, and when its depiction at a particular period of time is not appropriate, Rehabilitation may be considered as a treatment.

According to the Standards, "some exterior and interior alterations to a historic building are generally needed as part of a Rehabilitation project to ensure its continued use, but it is most important that such alterations do not radically change, obscure, or destroy character-defining spaces, materials, features, or finishes. Alterations may include changes to the site or setting, such as the selective removal of buildings or other features of the building site or setting that are intrusive, not character-defining, or outside the building's period of significance."

The Standards, and EDS' analysis of the proposed Project as it relates to the Standards, is presented below. The Project was reviewed using the Project description provided by the architect, which was applied to each of the Standards. The results of the Standards analysis are presented below with an "EDS Response" and a "EDS Analysis" that identifies if the Project conforms with Standards. "EDS Recommendations" are also provided, if warranted.

The following Standards review assesses potential impacts on the ca. 1922 house within the Property.

1. **A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.**

The ca. 1922 house will continue to be for residential use.



EDS Analysis: The proposed Project complies with Standard 1

2. **The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.**

Potential Stucco Removal and Replacement – Evidenced by Exploratory or Construct Work

Currently the proposed project will retain the exterior stucco – however, if during the rehabilitation exploratory or construction work the stucco is determined to be beyond repair, based on photographic evidence and reviewed by a qualified individual, the following section provides an acceptable alternative to the stucco, meeting the Standards for rehabilitation.

The ca. 1922 house is clad in stucco applied in a dash finish, which was used on Craftsman houses in the 1920s. However stucco was not the typical or preferred cladding for Craftsman architecture, which was more often clad in horizontal wood boards or wood shingles that better convey this style, which was focused on decorative wood elements and woodworking craftsmanship that Craftsman architecture is known for. As such, if the stucco is determined to be beyond repair, a suitable replacement material meeting the Standards for Rehabilitation would be stucco, wood shingles, or horizontal wood cladding.

EDS Analysis: If due to evidence obtained and submitted to the city during exploratory or construction work the stucco will need to be removed, it is not considered a character-defining feature of the ca. 1922 Craftsman house. As such, the stucco, if beyond repair, does not need to be retained or preserved under the Standards for Rehabilitation. Also, the Standards for Rehabilitation allow for changes to the material if the replaced material is a “compatible material” in keeping with the Craftsman design. However, to make this change, the condition of the stucco must be documented and submitted to the city prior to making any changes to the stucco cladding. Furthermore, EDS recommends the replacement with wood shingles or horizontal wood boards, which supports the Craftsman Bungalow design and is material that is compatible with the style.

Window Replacement

The ca. 1922 house consists of 26 windows, of which four (4) are non-original windows added in ca. 1950s or ca. 1960s, and an additional four appear to have been relocated during remodeling efforts,

The Project proposes to remove **two non-original fixed picture windows along the primary façade (south elevation)** that do not conform with Craftsman architectural style and are replacement windows. These two picture windows will be replaced with multi-light wood windows that are appropriate for the Craftsman design of the house but do not mimic any original windows within the house. Instead, they are compatible with the original Craftsman design in material and style (Figure 43). The two new windows along the primary façade will be custom-made, multi-light, wood and replace the two non-original picture windows.

In addition, the Project proposes to add new window openings and a reconfiguration of windows that would require the removal of 13 double-hung wood windows (north, west, and east elevations), of which two (2), on the east elevation, were added in the 1950s or 1960s and are not original to the ca.



1922 house and the remaining eleven (11), which are original double-hung wood windows, are mainly along the rear (north elevation) and the northwest corner of the house and are not visible from the street view. The windows will be replaced with Marvin wood windows, including divided light fixed, casement, French casement, and awning type windows that are compatible with the Craftsman design.

In summary, the Project proposes to replace two (2) non-original picture windows along the primary façade that do not conform with the Craftsman architectural style and the removal of 13 double-hung windows, of which eleven (11) are original double-hung windows (though four of these appear to have been relocated) and two (2) are non-original windows that will be replaced with Marvin windows.

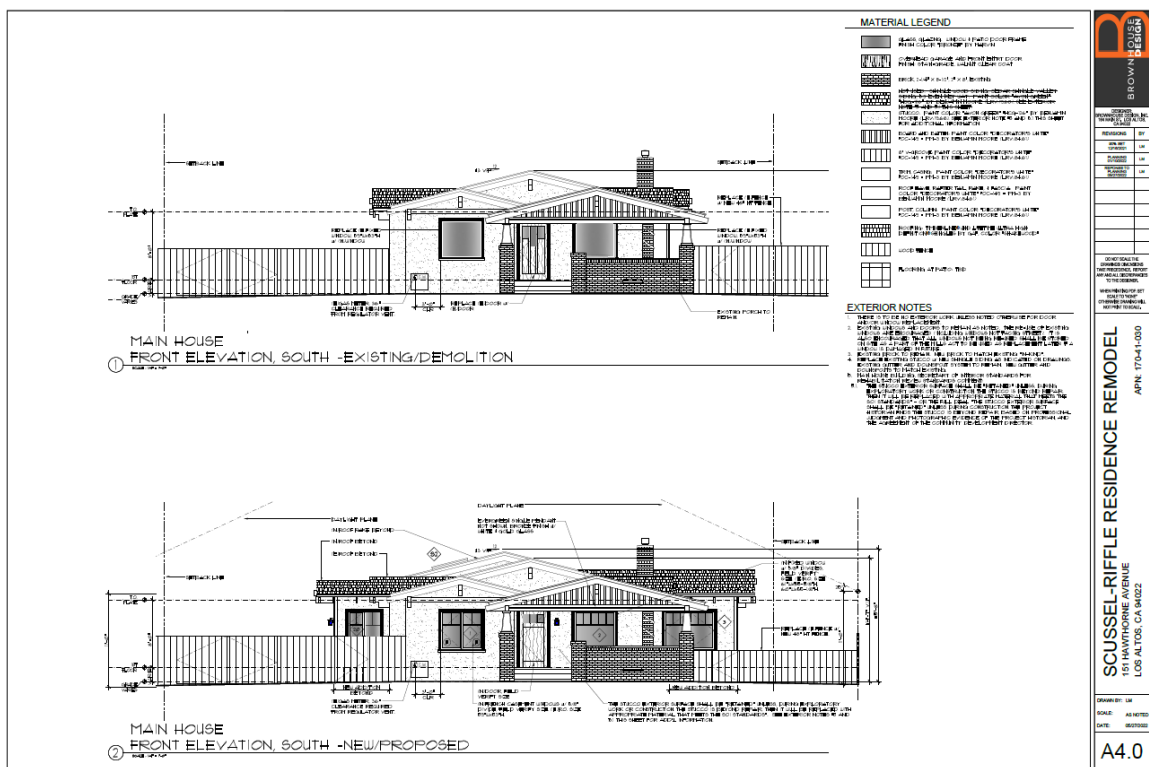


Figure 43. Existing and proposed primary façade (south elevation) of the ca. 1922 house, showing changes to the windows and front door and the side gable additions (Brownhouse Design; dated 5/27/2022).

The Project proposes the removal of two (2) picture windows along the primary façade (south elevation) and replacement with 13 (11 original, of which four have been relocated, and two non-original) double-hung wood windows allowing for the expansion of the house's original form without compromising the integrity of the original Craftsman design. Eight double-hung wood windows (making up a ribbon of four on each elevation) at the northwest corner of the ca. 1922 house will be removed as part of the expansion of the house, which will be set behind the original extending projecting roof form and will not be visible from the public right-of-way. The new window



replacements will be hand-crafted, double-sash Marvin wood windows, with a divided light upper sash and a lower sash without lugs, complementing the Craftsman architectural style and will not impact its integrity or its' CRHR eligibility.

EDS Analysis: "When alterations or additions to the property are planned for a new or continued use",²² Rehabilitation is the appropriate method under the Standards. The current Project is rehabilitation, not preservation, and as such this method allows for a range of changes provided the project does "**not radically change, obscure, or destroy character-defining spaces, materials, features, or finishes.**"²³ This does not mean there cannot be changes, this means that the changes must not affect the integrity of the resource that would make it is no longer eligible for listing under its associated significance.

The house currently consists of 26 windows, of which the Project proposes the **removal of eleven (11) original windows**. The new wood windows are designed to conform with the Craftsman architectural style and will be constructed of a wood material that is consistent with the design within its period of significance of ca. 1922. In addition, the primary façade (south elevation) will consist of the restoration of the original Craftsman design but removing the non-conforming picture windows that were added in the 1950s or 1960s. All windows will have wood exteriors, though windows along the side elevations and the rear that are not visible from the street view can have exterior wood cladding. However, wood exteriors are preferable. Although 11 of the 26 windows are original to the house, their removal and replacement will also not affect the integrity of the Craftsman design.

The proposed Project complies with Standard 2.

- 3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.**

The design of the new addition and proposed alterations to the primary façade of the ca. 1922 house, including the new windows and doors, have been carefully considered to complement the original Craftsman Bungalow design of the ca. 1922 house and will not create a false sense of historical development (Figure 44). The new detached garage consists of a modern garage door and extended covered parking supported by narrow and shorten tapered columns set on tall pillars clad in 1/3 running bond pattern, which does not mimic the original tapered columns along the primary façade of the ca. 1922 house (Figure 45).

EDS Analysis: The proposed Project complies with Standard 3.

²² National Park Service, *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, & Reconstructing Historic Buildings*, 2017.

²³ Ibid.



Figure 44. The rendering shows the proposed primary façade with shingle cladding and new windows, with narrow upper sash windows (Brownhouse Design; dated 5/27/2022).

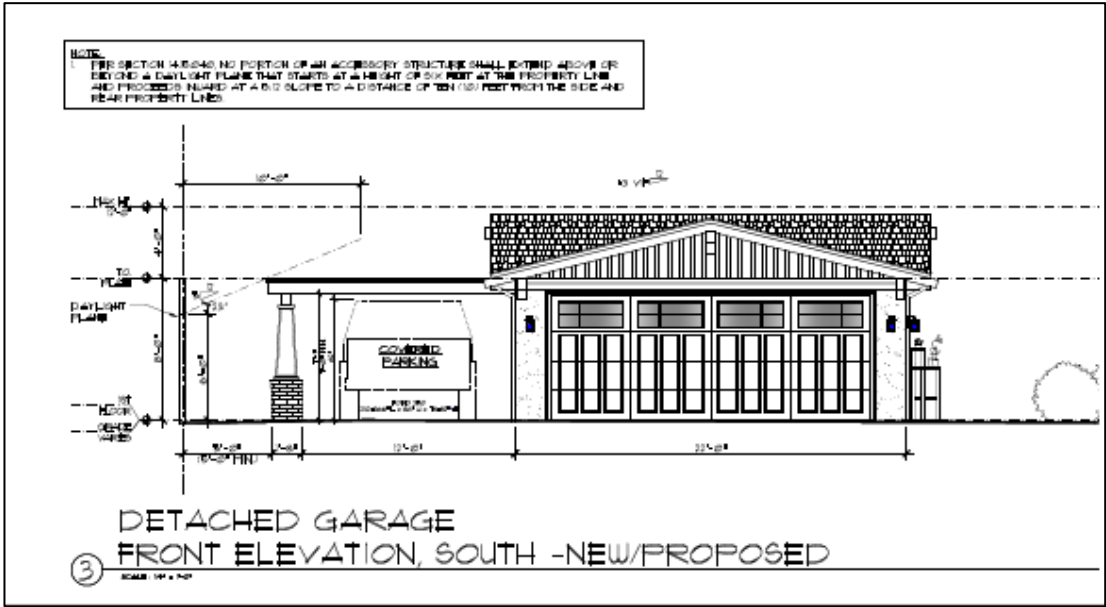


Figure 45. The drawing shows the new detached garage, with a subordinate roof, contemporary garage door, and variation of the porch columns that conform but do not mimic the original tapered columns along the primary façade of the ca. 1922 house (Brownhouse Design; dated 5/27/2022).



4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

There are no proposed changes to the ca. 1922 house after its construction that have become “significant in their own right”, including the in-ground swimming pool in 1972.

EDS Analysis: The proposed Project complies with Standard 4.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

Although 11 double-hung wood windows will be removed, these windows are not original to the house. In addition, if the the stucco is removed – after review and approval by the city – it is not a feature that is typical of Craftsman Bungalow architecture, and the stucco is not a distinctive feature of the ca. 1922 house. In addition, the majority of the distinctive features, finishes, and construction techniques, including the form, massing, porch with tapered columns and brick cladding, and decorative wood brackets and timbering, will be preserved.

EDS Analysis: The proposed Project complies with Standard 5.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

There are no proposed changes to deteriorated features.

EDS Analysis: As such, Standard 6 does not appear to apply.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

EDS Analysis: Not applicable to the Project.

8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

EDS Analysis: Not applicable to the HRE, as a professional archaeologist would need to make this determination.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

Exterior Alternations

The Project consists of changes to the exterior of all four elevations of the ca. 1922 house. The Project proposes changes that are designed in a way to be differentiated from the original ca. 1922 Craftsman



Bungalow design, but compliments and conforms with the style.

If it is determined that the existing stucco needs to be replaced, addressed in item 2, EDS recommends wood shingle exterior cladding or horizontal wood boards. Since the the stucco does not characterize the Craftsman Bungalow design and is not a character-defining element of the ca. 1922 house there would be no effect to integrity. In addition, stucco cladding is not typical of this style and does not contribute to the significance of the ca. 1922 house as a good example of Craftsman Bungalow design. According to the Standards, replacing exterior cladding can be done if an acceptable substitute material, such as horizontal wood boards or wood shingles, is utilized so that the new material does not impair the historic character of the resource and will also not impact its ability to be recognized as a Craftsman Revival design.

The **proposed changes to the north and west elevations** would require the removal of historical materials, such as double-hung wood windows, and the introduction of new window openings. However, given these changes are focused on areas of the building that are not visible from the public right-of-way, these changes would not destroy historic materials that characterize the property. The design changes to the north elevation (rear façade) are also compatible with the ca. 1922 house. They include compatible materials, such as multi-light wood windows and differentiated but compatible gabled roof form that is flush with the existing massing and scale of the ca. 1922 house. These changes along the rear and west elevation would not be visible from the public right-of-way. Thus, they would protect the property's historical integrity and its environment.

The proposed **new garage** is new construction and is designed to be compatible with the ca. 1922 house in design, form, scale, and materials. The new garage is constructed of wood framing, with horizontal wood cladding and a low-pitch roof. The building is set back from the ca. 1922 house. It does not intrude on the ca. 1922 house or compete with the character-defining elements of the primary façade (south elevation), allowing the ca. 1922 house to remain the centerpiece of the Property (Figure 46). In addition, the new garage will be situated behind a wooden fence and not visible from Hawthorne Avenue.

EDS Analysis: The proposed Project complies with Standard 9.

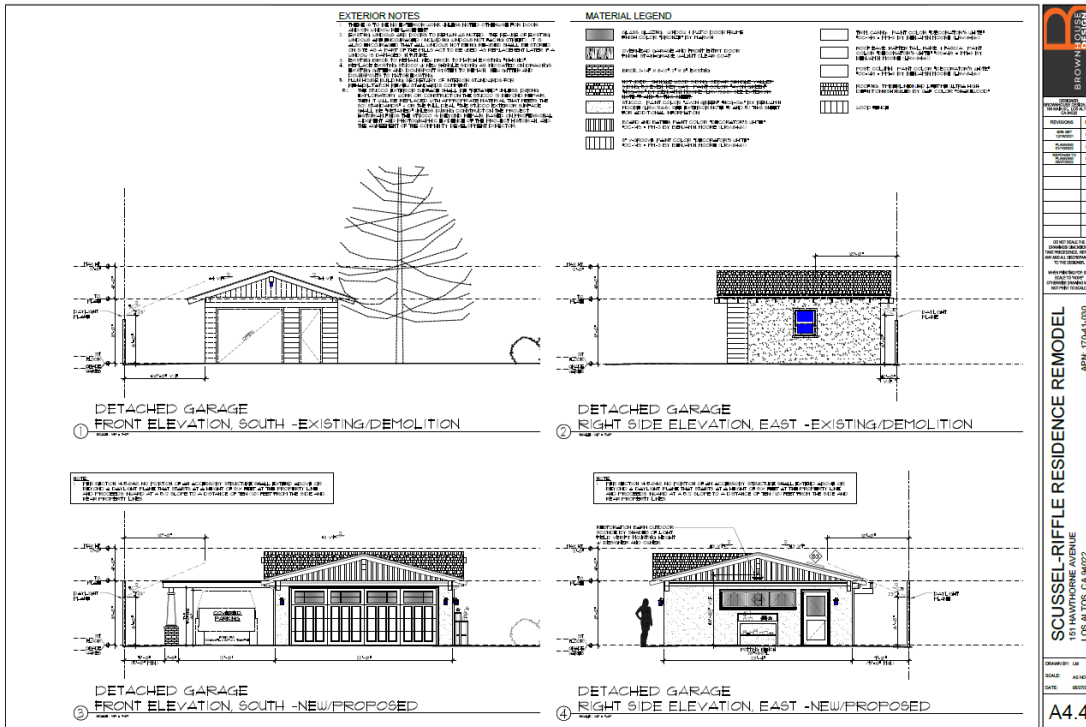


Figure 46. Architectural drawing of the existing detached ca. 1922 shed and the proposed detached garage (Brownhouse Design; dated 5/27/2022).

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

The new additions along the side elevations (east and west) are minor side gable additions, which would not impair the original design or form of the ca. 1922 house if removed in the future. The new detached garage will be constructed so that if in the future it is removed, it will not adversely affect the integrity of the ca. 1922 house.

EDS Analysis: The proposed Project does comply with Standard 10.



CONCLUSION

In accordance with CEQA regulations and guidelines, EDS completed an HRE for the Property at 151 Hawthorne Avenue, Los Altos, Santa Clara County, California, within the 0.3-acre (APN 170-41-030) containing the ca. 1922 house, ca. 1922 shed, 1972 inground swimming pool, and associated landscape to determine if the Property or any of the built environment resources within the Property are eligible for listing on the CRHR. The methods used to complete the HRE included extensive research and an intensive level historic architectural survey conducted by EDS Principal Architectural Historian Stacey De Shazo, M.A., who exceeds the Secretary of the Interior’s qualification standards in Architectural History and History. The HRE was completed following CEQA regulations (PRC § 21000) and the Guidelines for Implementing CEQA (14 CCR § 15000 et seq.).

The ca. 1922 house is currently listed on the OHP’s BERD (P-43-002072) and within the City of Los Altos Historic Inventory (2013); therefore, the ca. 1922 house is considered a Historical Resource as defined in Section 15064.5 of the CEQA. Furthermore, the HRE determined that the ca. 1922 house appears individually eligible for listing on the CRHR under Criterion 3 for its association with Craftsman Bungalow architecture with a period of significance of ca. 1922 and retains all seven aspects of integrity. Therefore, due to potential impacts to the historical resource, a Standards review was completed to determine if the proposed Project would impact the integrity of the ca. 1922 house. Based on the Standards review of the architectural drawings by Brownhouse Design (dated 5/27/2022), EDS determined that the proposed Project meets the Standards for Rehabilitation. As such, the proposed Project will have no impact on historical resources. In addition, the property is a qualified historic property and appears eligible for Mills Act tax program.



BIBLIOGRAPHY

American Architects Directory, Published by R.R. Bowker for the American Institute of Architects, 1956, 1962, 1970.

Ancestry.com

General Register Office; United Kingdom; Volume: 4; Page: 1383

1940; Census Place: Santa Clara County

The National Archives of the UK; Kew, Surrey, England; Board of Trade: Commercial and Statistical Department and successors: Inwards Passenger Lists.; Class: BT26; Piece: 1410

National Archives at College Park; College Park, Maryland, U.S.A.; NAI Number: 613857; Record Group Title: *General Records of the Department of State*; Record Group Number: *Record Group 59*; Series Number: *Publication A1 5166*; Box Number: 134; Box Description: 1974 PL – RZ

Bancroft, Hubert Howe. *History of California: 1801 – 1924*. A.L. Bancroft, 1885.

CIRCA Preservation Consulting, “City of Los Altos Historic Resources Inventory”, Prepared for the City of Los Altos, 2012.

Clay, Karen, *Property Rights and Institutions: Congress and the California Land Act 1851*, The Journal of Economic History, Cambridge University Press, 59(01):122-142, March 1999.

Kenneth T. Jackson, *Crabgrass Frontier: The Suburbanization of the United States*, Oxford University Press, 1985.

Los Altos Hills, “Lost Altos Hills History Anthology (1956-2016)”, 2016.

McAlester, Virginia, and Lee McAlester, *A Field Guild to American Houses*. New York, Alfred A. Knopf. Munro-Fraser, J.P. 2013.

National Park Service, *National Register Bulletin: How to Apply the National Register Criteria for Evaluation*. Washington, D.C.: United States Department of the Interior. 1990, revised 1997.

Olmsted, Nancy, *Vanished Waters: A History of San Francisco's Mission Bay*, Mission Creek Conservancy, San Francisco, 1986.

Richards Gordon, “Stephens-Townsend-Murphy Party”, Truckee Donner Historical Society, accessed September 21, 2021, <https://www.truckeehistory.org/the-first-pioneer-wagons-crossed-the-sierra-over-160-years-ago.html>.

Sacramento State Office, “Report of the Surveyor-General of the State of California from August 1, 1898 – August 1, 1898.” 1886.

Salameda, Jose, *Memories of Los Altos*, publisher Joe Salameda (January 1, 1982).

Tyler, Norman, Ted Ligibel, and Ilene R. Tyler, *Historic Preservation: An Introduction to Its History, Principles, and Practice*, New York: W.W. Norton & Co., 2009.



Appendix A:

DPR Forms

July 8, 2022

RE: Mills Act Application Recommendation Letter for the Property at 151 Hawthorne Avenue, Los Altos, Santa Clara County, California.

To Whom it May Concern,

In 2022, Evans & De Shazo, Inc (EDS) Principal Architectural Historian Stacey De Shazo, M.A., who exceeds the Secretary of Interior's qualification standards in Architectural History and History, completed a Historic Resource Evaluation (HRE) of the property at 151 Hawthorne Avenue, Los Altos, Santa Clara County, California within Assessor Parcel Number (APN) 170-41-030 consisting of a ca. 1922 house, ca. 1922 shed, 1972 inground swimming pool, and associated landscape to determine if the property or any of the built environment resources within the property are eligible for listing on the California Register of Historical Resources (CRHR). Prior to the completion of the HRE, EDS determined that the ca. 1922 house within the property is currently listed on the Office of Historic Preservation's (OHP) Built Environment Resources Directory (BERD) (P-43-002072) and within the City of Los Altos Historic Inventory (2013). As such, the ca. 1922 house is considered a Historical Resource as defined in Section 15064.5 of the California Environmental Quality Act (CEQA). The HRE, completed by EDS under CEQA regulations (PRC § 21000) and the Guidelines for Implementing CEQA (14 CCR § 15000 et seq.), determined that the ca. 1922 house is individually eligible for listing on the CRHR under Criterion 3 for its association with Craftsman Bungalow architecture with a period of significance of ca. 1922 and retains all seven aspects of integrity. Therefore the ca. 1921 house is a qualified historic property and eligible for the Mills Act.

Current Rehabilitation Project

To ensure that the current rehabilitation project (submitted to the city) would not impact the integrity of the ca. 1922 house, EDS completed a Secretary of Interior's Standards for the Treatment of Historic Properties (Standards), which is within the HRE report (updated 7/8/2022).¹ The Standards review was based on the architectural drawings by Brownhouse Design (dated 5/27/2022), submitted to the city. The Standards review determined that the proposed project meets the Standards for Rehabilitation. As such, the proposed project will not impact historical resources and is eligible for the Mills Act.

Mills Act

In 1972, the State adopted legislation (Government Code §§ 50280 – 50290) that created an alternative method for determining the assessed value of specific qualified historical properties, commonly referred to as the Mills Act. The Mills Act is a state law allowing cities to enter into contracts with the owners of historic structures. Such contracts require a reduction of property taxes in exchange for the continued preservation of the property. Property taxes are recalculated annually using a formula in the Mills Act and Revenue and Taxation Code. The Mills Act Program aims to provide economic incentives to foster the

¹ Stacey De Shazo, "Historic Resource Evaluation and Standards Review of the Property at 151 Hawthorne Avenue, Los Altos, Santa Clara County, California", Evans & De Shazo, 2022.

preservation of residential neighborhoods and the revitalization of downtown commercial districts. The Mills Act is the single most important economic incentive program in California to restore and preserve qualified historic buildings by private property owners. Enacted in 1972, the Mills Act legislation grants participating local governments (cities and counties) authority to enter into contracts with owners of qualified historic properties who actively participate in the restoration and maintenance of their historic properties while receiving property tax relief.

The law provides an income-based tax formula for legible properties subject to historical property contracts. The Mills Act allows cities and counties to enter into a contract with a property owner of qualified historic property. The state code defines a qualified historic property as a privately owned property that is not exempt from property taxation and which meets either of the following:

- (a) Listed in the National Register of Historic Places or located in a registered historic district, as defined in Section 1.191-2(b) of Title 26 of the Code of Federal Regulations.
- (b) Listed in any state, city, county, or city and county official register of historical or architecturally significant sites, places, or landmarks.

Qualified Historic Property

A qualified historic property is one that is listed on any federal, state, county, or city register, including the National Register of Historic Places, CRHR, California Historical Landmarks, State Points of Historical Interest, and locally designated landmarks. Owner-occupied family residences and income-producing commercial properties may qualify for the Mills Act program.

Recommendations

Based on the HRE, Standards review, and the requirements of the Mills Act program, EDS recommends that the ca. 1922 house at 151 Hawthorne Avenue, a qualified historic property, is eligible for consideration by the City of Los Altos for the Mills Act. In addition, as required by the city, the property owners are "actively" rehabilitating their property following the Secretary of the Interior's Treatment of Historic Properties, particularly the Standards for Rehabilitation.

Sincerely,



Stacey De Shazo, M.A. Principal Architectural Historian
Evans & De Shazo, Inc.
stacey@evans-deshazo.com

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Los Altos
1 North San Antonio Road
Los Altos, CA 94022
Attn: Development Services Director

RECORDING REQUESTED PURSUANT TO
GOVERNMENT CODE SECTIONS 6103 and 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

HISTORIC PROPERTY PRESERVATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the CITY OF LOS ALTOS, a municipal corporation (“City”) and Curtis R. Riffle and Karen L. Scussel, Co-Trustee of the Curtis R. Riffle and Karen L. Scussel Family Revocable Living Trust dated November 16, 1998 (collectively, “Owner”).

RECITALS

A. California Government Code section 50280, et seq. authorizes cities to enter into contracts with the owners of qualified historical property to provide for the use, maintenance and restoration of such historical property so to retain its characteristics as property of historical significance;

B. Owner holds fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address 151 Hawthorne Avenue, Los Altos, California (the “Historic Property”). A legal description of the Historic Property is attached hereto, marked as Exhibit “A” and is incorporated herein by this reference;

C. On September 7, 1997 the Historical Commission of the City of Los Altos designated the Historic Property as a Historical Resource, pursuant to Chapter 12.44 of the City’s Municipal Code. The Historic Property is a qualified historical property pursuant to California Government Code section 50280.1.

D. City and Owner, for their mutual benefit, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to the Provisions of Chapter 3, of Part 2, of Division 1 of the California Revenue and Taxation Code.

AGREEMENT

NOW THEREFORE, City and Owner, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

1. **Effective Date and Term of Agreement.** This Agreement shall be effective and commence on _____, 20__ (“Effective Date”) and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the Effective Date, such initial term will automatically be extended as provided in paragraph 2, below.

2. **Renewal.** On each anniversary of the Effective Date (hereinafter referred to as the “Renewal Date”), an additional one year term shall automatically be added to the term of this Agreement unless a notice of nonrenewal (“Notice of Nonrenewal”) is served as provided herein. If either Owner or City desires in any year not to renew this Agreement for an additional one year term, Owner or City shall serve a written Notice of Nonrenewal upon the other party in advance of the Renewal Date. Such Notice of Nonrenewal shall be effective if served by Owner upon City at least ninety (90) days prior to the Renewal Date, or if served by City upon Owner, such Notice of Nonrenewal shall be effective if served upon Owner at least sixty (60) days prior to the Renewal Date. If either City or Owner timely serves a Notice of Nonrenewal in any year, this Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal date of this Agreement, whichever may apply.

2.1 **Owner Protest of City Nonrenewal.** Within fifteen (15) days after receipt by Owner of a Notice of Nonrenewal from City, Owner may make and file a written protest of the Notice of Nonrenewal. Upon receipt of such protest the City Council shall set a hearing prior to the expiration of the Renewal Date of this Agreement. Owner may furnish the City Council with any information which the Owner deems relevant, and within ten (10) days after demand shall furnish the City Council with any information the City Council may require. The City Council may, at any time prior to the Renewal Date of this Agreement, but without obligation to do so, withdraw its Notice of Nonrenewal.

3. **Assessment of Valuation.** The parties acknowledge that Owner, in consideration for abiding by the terms of this Agreement, shall be entitled to apply for a reassessment evaluation of the Historic Property pursuant to the provisions of Sections 439 et. seq. of the California Revenue and Taxation Code. Owner acknowledges that tax relief afforded to the Owner pursuant to Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code may require negotiation with the Santa Clara County Assessor’s Office. All tax savings realized by Owner in connection with this Agreement shall be used to preserve, maintain, repair, restore and rehabilitate the Historic Property.

4. **Standards for Historical Property.** Owner shall preserve, repair and maintain the Historic Property and its Character Defining Features (defined below) as a qualified historic property, in no less than equal to the condition of the Historic

Property on the Effective Date. Owner shall, where necessary, restore and rehabilitate the property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation and Restoration, the State Historical Building Code, and the City's Historical Preservation Ordinance, as the same may be amended from time to time, and in accordance with the attached ten year schedule of home repair, maintenance and improvement measures prepared by Owner and approved by the City Council, attached hereto as Exhibit "B." Commencing on the fifth anniversary of the Effective Date, and continuing every five (5) years thereafter during the term of this Agreement, Owner shall submit to City an updated ten (10) year schedule of potential home repair, maintenance and improvement measures for the upcoming ten (10) year period, which schedule shall also document all repairs, maintenance, and improvements which have been completed since the Effective Date. Character Defining Features means all historic or other architecturally significant aspects of the Historic Property, including without limitation, the general architectural form, style, materials, design, scale, details, mass, roof line, porch, exterior vegetation and other aspects of the appearance of the exterior and interior of the Historic Property. The Secretary of Interior's Standards for Rehabilitation and Restoration currently in effect (attached hereto and marked as Exhibit "C") shall be incorporated herein by reference and constitute the minimum standards and conditions for the rehabilitation and restoration of the Historic Property. All standards referred to in this Section 4 shall apply to the Historic Property throughout the term of this Agreement. Owner shall not obstruct or obscure the public's ability to view the exterior of the Historic Property from the public right-of-way. Such prohibition shall include, without limitation, a prohibition against the placing of trees, bushes or fences in a location which substantially obscures or obstructs the view from the public right-of-way of the exterior of the Historic Property.

5. **Periodic Examinations.** Owner shall allow reasonable periodic examination, by prior appointment, of the exterior of the Historic Property by representatives of the Santa Clara County Assessor, State Department of Parks and Recreation, State Board of Equalization, and/or the City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement.

6. **Provision of Information of Compliance.** Within ten (10) days after request by City, Owner shall furnish City with any and all information requested by the City from time to time which City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.

7. **Cancellation.** City, following a duly noticed public hearing, as set forth in California Government Code Sections 50285, et seq., may cancel this Agreement if it determines that Owner breached any of the provisions of this Agreement or has allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historic property and such breach is not cured by Owner within thirty (30) days after City gives Owner notice that a breach has occurred. City may also cancel this Agreement if it determines that the Owner has failed to maintain, preserve, restore or rehabilitate the Historic Property in accordance with the terms of this Agreement and such breach is not cured by Owner within thirty (30) days after City gives Owner notice

that a breach has occurred. If this Agreement is canceled because of failure of the Owner to maintain, preserve, restore and rehabilitate the Historic Property as specified above, the Owner shall pay a cancellation fee to the State Controller as set forth in Government Code Section 50286 as the same may be amended or replaced from time to time.

8. **Destruction.** Notwithstanding any provision of this Agreement to the contrary, the Owner may cancel this Agreement without payment of the cancellation fee set forth in Section 7, if the existing single-family residence (the "Structure") on the Historic Property is damaged by fire, earthquake, or other Act of God or accidental cause to the extent (1) the then fair market value of said Structure is reduced by fifty-one percent (51%) or more; or (2) fifty-one percent (51%) or more of said Structure's floor area is destroyed or irreparably damaged; or (3) fifty-one percent (51%) or more of the Structure's Character Defining Features are destroyed or irreparably damaged; or (4) that the cost to the Owner (less any insurance proceeds payable in connection with such damage) to restore the Structure to its prior condition would exceed Ten Thousand Dollars (\$10,000). If the Owner desires to cancel this Agreement under this Section 8, written notice shall be given to the City within ninety (90) days after such damage or destruction occurs.

If the Owner desires to cancel this Agreement due to the circumstances outlined in this Section 8, either party may request a hearing before the City Council to determine (a) the extent of diminution of value, (b) the extent of the damage or destruction to the floor area of the Structure, and/or (c) extent of damage or destruction to the Character Defining Features of the Structure. The City Council may refer any matter relating to (c) to the City's Historical Commission for its findings and recommendations.

If Owner does not cancel this Agreement pursuant to this Section within ninety (90) days after damage or destruction occurs, or the damage or destruction does not exceed the thresholds set forth in the first paragraph of this Section, Owner shall have a reasonable time, not to exceed four (4) months, in which to restore the structure to not less than the condition existing prior to such damage or destruction.

9. **Enforcement of Agreement.** City may specifically enforce, or enjoin the breach of, the terms of this Agreement, if Owner fails to cure any default under this Agreement within thirty (30) days after City gives Owner notice that Owner has breached any of Owner's obligations under this Agreement. If Owner's breach is not corrected to the reasonable satisfaction of the City within thirty (30) days after the notice of breach is given to Owner, then City may, without further notice, declare a default under the terms of this Agreement and bring any action necessary to specifically enforce the obligations of Owner or enjoin any breach under this Agreement, including, but not limited to, bringing an action for injunctive relief against the Owner or such other relief as City may deem appropriate.

City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement upon a default by Owner. All other remedies at law or in equity

which are not otherwise provided for in this Agreement shall be available to the City to pursue if there is a default of this Agreement by Owner. No waiver by City or any breach or default under this Agreement by Owner shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

10. **Binding Effect of Agreement; Covenants Running With the Land.** The Owner hereby subjects the Historic Property to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner’s successors and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that the value of the Owner’s legal interest in the Historic Property may be affected thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

11. **Sale or Transfer of Ownership.** Prior to the sale or transfer of ownership of the Historic Property, the Owner is bound by this Agreement to provide a report to the City which outlines how all tax savings realized by Owner in connection with this Agreement were used to preserve, maintain, repair, restore and rehabilitate the Historic Property. The City shall review and approve the report administratively within twenty-one (21) days. If the City takes no action within that time, the report is deemed adequate.

12. **Cost Reimbursement.** Owner shall, within ten (10) days after demand, reimburse City for all reasonable legal fees and costs and all staff time and costs incurred by City in connection with the preparation and review of this Agreement and the administration of the Agreement during the term of this Agreement.

13. **Notice.** Any notice required to be given by the terms of this Agreement shall be in writing and sent by personal delivery or by United States registered or certified mail, postage prepaid, return receipt requested, addressed as set forth in this Section 13 below at any other address as may be later specified by the parties hereto by notice given in the manner required by this Section 13.

To City:
City of Los Altos
Attn: Historical Commission Liaison
One North San Antonio Road

To Owner:
Curtis R. Riffle, Trustee
Karen L. Scussel, Trustee

Los Altos, CA 94022

Mailed notices shall be deemed delivered three (3) days after the date of posting by the United States Post Office.

14. **Notice to Office of Historic Preservation.** Owner shall provide written notice of this Agreement and shall provide a copy of this Agreement to the Office of Historic Preservation of the Department of Parks and Recreation of the State of California within six (6) months following the Effective Date.

15. **Effect of Agreement.** None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto or any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause the parties to be considered joint ventures or members of any joint enterprise.

16. **Indemnity of City.** Owner shall protect, defend, indemnify, and hold City and its elected officials, officers, agents and employees harmless from liability for claims, losses, proceedings, damages, causes of action, liabilities, costs or expense, including reasonable attorneys' fees, which may arise directly or indirectly from the negligence, willful misconduct or breach of this Agreement by Owner or Owner's contractors, subcontractors, agents, employees or other persons acting on Owner's behalf in connection with the Historic Property, or which arise directly or indirectly in connection with Owner's activities in connection with the Historic Property. This Section 16 applies, without limitation, to all damages and claims for damages suffered, or alleged to have been suffered regardless of whether or not the City prepared, supplied or approved any plans, specifications or other documents for the Historic Property.

17. **Binding Upon Successors.** All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties named herein, their heirs, successors, legal representatives, and assigns and all persons acquiring any part or portion of the Historic Property, whether voluntarily or involuntarily, by operation of law or in any manner whatsoever.

18. **Legal Costs.** If legal proceedings are brought by Owner or City to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorneys' fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

19. **Severability.** If any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

20. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of California.

21. **Recordation.** No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Santa Clara, California.

22. **Amendments.** This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by all of the parties hereto.

23. **Captions.** Section headings and captions of this Agreement are for convenience of reference only and shall not be considered in the interpretation of any of the provisions of this Agreement.

WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

OWNERS:

By: _____ Dated: _____

By: _____ Dated: _____

CITY OF LOS ALTOS:

By: _____ Dated: _____
City Manager

Attest:

By: _____ Dated: _____
City Clerk

Approved as to Form:

By: _____ Dated: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

For APN/Parcel ID(s): 170-41-030

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ALTOS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE WEST ONE-HALF OF LOT 11, AS DESIGNATED ON THE MAP ENTITLED "MAP OF ALTOS ACRES, LOS ALTOS, SANTA CLARA COUNTY, CALIFORNIA, " WHICH MAP WAS FILED FOR RECORD ON MAY 8, 1911, BOOK "N" OF MAPS, PAGE 49, SANTA CLARA COUNTY RECORDS.

EXHIBIT “B”

**SCHEDULE OF IMPROVEMENTS
2023 – 2033**

Amortization Schedule for Rehabilitation/Restoration/Maintenance Cost

Description	House	Garage	Amort. Yrs.	Annual Cost
Stucco	\$40,000.00	\$38,000.00	100	\$780.00
Wooden Windows and Doors (new, restored)	\$69,000.00	\$10,000.00	100	\$790.00
Roof (composite shingles)	\$45,000.00	\$15,000.00	30	\$2,000.00
Painting (stucco, windows, decorative tails)	\$50,000.00	\$30,000.00	10	\$8,000.00
Dryrot repairs (tails, beams, framing)	\$50,000.00	\$ -	10	\$5,000.00
Foundation (basement, garage))	\$107,500.00	\$65,000.00	100	\$1,725.00
Framing	\$200,000.00	\$100,000.00	100	\$3,000.00
Trellis	\$ -	\$20,000.00	50	\$400.00
Total	\$561,500.00	\$278,000.00		\$21,695.00

Rehabilitation/Restoration/Maintenance Plan and Timeline

Item	Work Task	Type of Work	Year Commenced	Year Completed	Estimated Cost	Annual Amortized Costs**
1	Replace tar and gravel roof with composite shingles	Rehabilitation	2023	2023	\$ 45,000	\$ 2,000
2	Restore or replace windows and doors (front portion)	Rehabilitation	2023	2023	\$ 39,000	\$ 790
3	Dryrot repair (front portion)	Rehabilitation	2022	2023	\$ 50,000	\$ 5,000
4	Stucco repair (front portion)	Rehabilitation	2023	2023	\$ 10,000	\$ 780
5	Paint external (front portion)	Rehabilitation	2023	2023	\$ 20,000	\$ 8,000
	Sub-total	Rehabilitation			\$ 164,000	\$ 16,570

Item	Work Task	Type of Work	Year Commenced	Year Completed	Estimated Cost	Annual Amortized Costs**
7	Framing - expansion of house (rear portion)	Remodel	2022	2023	\$ 200,000	\$ 3,000
8	Stucco (rear portion)	Remodel	2023	2023	\$ 30,000	Included
9	Replace windows and doors (rear portion)	Remodel	2023	2023	\$ 30,000	Included
10	Basement upgrade (floors, walls, stairs)	Remodel	2022	2023	\$ 107,500	\$ 1,725
11	Paint external (rear portion)	Remodel	2023	2023	\$ 30,000	Included
	Sub-total	Remodel			\$ 397,500	\$ 4,725
13	Foundation/slab (Garage & Patio)	New construction	2022	2023	\$ 65,000	Included
14	Framing (Garage)	New construction	2022	2023	\$ 100,000	Included
15	Stucco & Brick (Garage)	New construction	2023	2023	\$ 38,000	Included
16	Windows & doors (Garage)	New construction	2023	2023	\$ 10,000	Included
17	Roof (Garage) - Composite Shingles	New construction	2023	2023	\$ 15,000	Included
18	Trellis (Garage)	New construction	2023	2023	\$ 20,000	\$ 400
19	Paint external (Garage)	New construction	2023	2023	\$ 30,000	Included
	Sub-total	New Construction			\$ 278,000	\$ 400
	Sub-total	Design, Rehab., Remodel, New			\$ 839,500	\$ 21,695
23	Repairs, paint touch-up, caulking	Maintenance	2023	2032	\$ 1,000	\$ 1,000
24	Annual external cleaning (windows, doors, stucco)	Maintenance	2023	2032	\$ 1,000	\$ 1,000
25	Annual gutter, roof, and solar panel cleaning	Maintenance	2023	2032	\$ 1,000	\$ 1,000
26	Landscape repairs and maintenance	Maintenance	2023	2032	\$ 8,000	\$ 8,000
	Sub-total	Maintenance			\$ 10,000	\$ 10,000
	Total	All			\$ 849,500	\$ 31,695

EXHIBIT “C”

**SECRETARY OF THE INTERIOR’S STANDARDS FOR
REHABILITATION AND RESTORATION**

Rehabilitation:

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.

2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.

5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.

6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

9. New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Restoration:

1. A property will be used as it was historically or be given a new use that interprets the property's restoration period.
2. Materials and features from the restoration period will be retained and preserved. The removal of materials or alterations of features, spaces and spatial relationships that characterize the period will not be undertaken.
3. Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.
4. Materials, features, spaces and finishes that characterize other historical periods will be documented prior to their alteration or removal.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.
6. Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.
7. Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.
8. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
9. Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
10. Designs that were never executed historically will not be constructed.



AGENDA REPORT SUMMARY

Meeting Date: October 11, 2022

Subject: Professional Services Agreement with Traffic Patterns, LLC for Transportation Engineering Support

Prepared by: Marisa Lee, Transportation Services Manager

Reviewed by: Jim Sandoval, Director of Public Works

Approved by: Gabriel Engeland, City Manager

Attachment(s):

- Attachment A: Scope of Work and Fee Estimate
- Attachment B: Resolution

Initiated by: Transportation Services Division of Public Works

Previous Council Consideration:

- February 7, 2019; July 5, 2019; January 31, 2020; October 27, 2020

Fiscal Impact:

The proposed scope of work for this agreement is estimated to cost \$312,800. Funds in Attachment A are broken down between CIPs and On-Call Professional Services. Sufficient funds for the CIP projects are available in each CIP fund, and sufficient funds for the On-Call Professional Services are available in the Transportation Services Department’s Professional Services Operations Budget for FY 22-23 (4210-5270).

- Amount already included in approved budget? Yes
- Amount above budget requested: \$0

On-Call Transportation Engineering Support ESTIMATED COST			
Project Item		Proposed Budget	
On-Call Transportation Engineering Support - CIPs		\$ 148,000	
CIP Contingency (10%)		\$ 14,800	
On-Call Transportation Engineering Support - Operations		\$ 150,000	
Estimated Total Cost		\$ 312,800	
Breakdown of Approved CIP Funds Available			
CIP #	CIP Name	Funding Source	Approved Funds Available
TS-01013	Annual Transportation Enhancements	General Fund/CIP	\$ 185,616
TS-01057	In-Road Light System Maintenance	General Fund/CIP	\$ 300,000
TS-01060	Safe Routes to School Improvement Projects	VRF	\$ 36,925
4210-5270	Transportation Services Operations Budget - Professional Services	General Fund Operations	\$ 228,552
Total Budget Available			\$ 751,093

Reviewed By:

City Manager

GE

City Attorney

JH

Finance Director

SN



Subject: Professional Services Agreement with Traffic Patterns, LLC for Transportation Engineering Support

A detailed breakdown of how the budgeted funds to be used to support the Scope of Work is shown in Attachment A.

Environmental Review:
Not applicable

Policy Question(s) for Council Consideration:
None

Summary:

- Continued assistance for the Public Works Department is needed for on-call transportation engineering and planning services, including supporting the Transportation Services Division’s staff
- Traffic Patterns has been successfully assisting the City with project management and various tasks for the Transportation Services Division since February 7, 2019. They are intimately familiar with the Los Altos community and all transportation related issues throughout the City
- The term of the Agreement expands Traffic Patterns’ services through Fiscal Year 23-24

Staff Recommendation:

Approve the Agreement for Transportation Engineering Support with Traffic Patterns, LLC in an amount not to exceed \$312,800 to provide transportation engineering consulting services for the Public Works Department through FY 23-24.

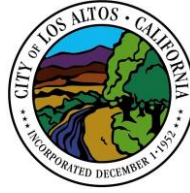
Purpose

Contract for continued transportation engineering and planning consulting services for the Public Works Department.

Background

Traffic Patterns is needed to continue assisting the Public Works Department with various transportation projects, resident requests, and signal operations. Traffic Patterns is intimately familiar with the Los Altos community and all transportation related issues throughout the City and, for the period since February 7, 2019, has served as the City’s on-call transportation engineer and Interim Transportation Services Manager.

Traffic Patterns has been successfully assisting the City with project management and various transportation planning and engineering tasks since 2019. They have provided support on tasks including but not limited to project management, traffic operation investigations, serving as the Interim Transportation Services Manager and Complete Streets Commission liaison, traffic signal management, transportation planning and design support, traffic studies, development of the Schoolroutes.org mobile app and website, and development of the city-wide traffic model.



Subject: Professional Services Agreement with Traffic Patterns, LLC for Transportation Engineering Support

Discussion/Analysis

Traffic Patterns is needed to continue assisting the Public Works Department with various transportation projects, resident requests, signal operations, etc. Traffic Patterns is intimately familiar with the Los Altos community and all transportation related issues throughout the City. Accordingly, the firm is uniquely qualified to continue services as a sole source vendor.

The Agreement will extend services through Fiscal Year 23-24. Attachment A provides a summary of their proposed Scope of Work and fee breakdown.

Recommendation

The staff recommends the City Council adopt a resolution to authorize the City Manager to execute an agreement between the City of Los Altos and Traffic Patterns, LLC in an amount not to exceed \$312,800 to provide transportation engineering consulting services for the Public Works Department through FY 23-24.



EXHIBIT A

On-Call Transportation Engineering Support

Scope of Work and Fee Estimate

No.	Project	Cost - CIP	CIP 10% Contingency	Cost - Prof Services	CIP #	CIP Name	Funding Source	Scope of Work
New Projects		\$123,500	\$12,350	\$0				
1	RFP - Traffic Impact Fee Update	\$2,500	\$250		TS-01013	Annual Transportation Enhancmts	General Fund	Develop RFP
2	RFP - Traffic Signal Maintenance	\$1,500	\$150		TS-01013	Annual Transportation Enhancmts	General Fund	Develop RFP
3	RFP - Traffic Calming Toolkit Update	\$2,500	\$250		TS-01013	Annual Transportation Enhancmts	General Fund	Develop RFP
4	RRFB Replacement	\$20,000	\$2,000		TS-01057	In-Road Light System Maint	General Fund	Design & Project Management
5	Truck Route Program	\$10,000	\$1,000		TS-01013	Annual Transportation Enhancmts	General Fund	Program Development
6	SRTS Phase 2	\$30,000	\$3,000		TS-01060	SRTS Improvement Projects	VRF	Design
7	2023 Annual Signage & Striping Program	\$20,000	\$2,000		TS-01013	Annual Transportation Enhancmts	General Fund	Design
8	Program - Open Streets	\$15,000	\$1,500		TS-01013	Annual Transportation Enhancmts	General Fund	Program Development
9	Program - Future 30 Year Model Calc	\$12,000	\$1,200		TS-01013	Annual Transportation Enhancmts	General Fund	Develop Model
10	Annual Street Striping Program	\$10,000	\$1,000		TS-01013	Annual Transportation Enhancmts	General Fund	Project Support & Management
Recurring Services		\$24,500	\$2,450	\$150,000				
11	Smart City Signals	\$12,000	\$1,200		TS-01013	Annual Transportation Enhancmts	General Fund	Signal Modernization Maint & Design
12	SchoolRoutes.org - App Completion	\$4,000	\$400		TS-01013	Annual Transportation Enhancmts	General Fund	App Development/Completion
13	SchoolRoutes.org - Service (\$500/Sch)	\$8,500	\$850		TS-01013	Annual Transportation Enhancmts	General Fund	App Maintenance
14	Ongoing As Needed On-Call			\$150,000	4210-5270	Professional Services 22-23	General Fund	General Transportation Engineering Support (traffic engineering studies and technical support; traffic data collection and modeling)
Subtotals		\$148,000	\$14,800	\$150,000				
TOTAL		\$312,800						

RESOLUTION NO. 2022-__

A RESOLUTION OF THE CITY COUNCIL OF LOS ALTOS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF LOS ALTOS WITH TRAFFIC PATTERNS, LLC IN AN AMOUNT NOT TO EXCEED \$312,800 TO PROVIDE TRANSPORTATION ENGINEERING CONSULTING SERVICES FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, Traffic Patterns has successfully assisted the City with project management and various transportation engineering and planning tasks for the Transportation Services Division since February 7, 2019; and

WHEREAS, Traffic Patterns is intimately familiar with the Los Altos community and all transportation related issues throughout the City and, for the period since February 7, 2019, has successfully served as the City’s on-call transportation engineer and Interim Transportation Services Manager; and

WHEREAS, continued assistance by the Public Works Department is needed for on-call transportation engineering and planning services to support the Transportation Services Division’s staff; and

WHEREAS, Traffic Patterns is an independent consultant providing similar professional services to numerous other cities; and

WHEREAS, Traffic Patterns is intimately familiar with the Los Altos community and all transportation related issues throughout the City, and accordingly, the firm is uniquely qualified to continue services as a sole source vendor;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby finds that the foregoing recitals are true and correct and approves authorization by the City Manager to execute an agreement between the City of Los Altos and Traffic Patterns LLC in an amount not to exceed \$312,800 to provide transportation engineering consulting services for the Public Works Department through FY 23-24.

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 11th day of October, 2022 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Anita Enander, MAYOR

Attest:

Angel Rodriguez, INTERIM CITY CLERK



AGENDA REPORT SUMMARY

Meeting Date: October 11, 2022

Subject Emergency Declaration Resolution

Prepared by: Jon Maginot, Assistant City Manager

Approved by: Gabe Engeland, City Manager

Attachment(s):

- 1. Resolution No. 2022-xx

Initiated by:

Staff

Previous Council Consideration:

March 12, 2020 (Declaration of Emergency); March 17, 2020; August 24, 2021; October 12, 2021; November 9, 2021; December 7, 2021; January 11, 2022; February 8, 2022; March 8, 2022; April 12, 2022; May 10, 2022; June 14, 2022; July 12, 2022; August 4, 2022; August 23, 2022; September 20, 2022

Fiscal Impact:

None; however, a local emergency declaration is a prerequisite for requesting state or federal assistance.

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- Does the Council wish to renew its existing declaration by adopting a resolution declaring a local emergency to emphasize the need for continued adherence to public health guidance?

Summary:

- AB 361 requires the City to adopt a resolution every 30 days extending a local emergency declaration to continue to allow legislative bodies to meet virtually

Staff Recommendation:

Adopt a Resolution extending the declaration of a local emergency due to the COVID-19 pandemic

Reviewed By:

City Manager

JM

City Attorney

JH

Finance Director

SN



Subject: Emergency Declaration Resolution

Purpose

To adopt a resolution extending the existing declaration of emergency

Background

On March 12, 2020, the City Manager issued an Emergency Declaration in response to the COVID-19 pandemic. On March 17, 2020, the City Council adopted Resolution No. 2020-08 ratifying the Emergency Proclamation. The City Council subsequently adopted resolutions monthly beginning in October 2021 continuing the declaration of the existence of a local emergency due to the COVID-19 pandemic.

The threat posed by COVID-19 continues to pose a serious risk to the public health and safety of the City of Los Altos.

Discussion/Analysis

AB 361, signed into law on September 15, 2021, allows a public agency to continue to hold virtual City Council and Commission meetings while under a declaration of emergency without complying with certain elements of the Ralph M. Brown Act. The bill requires that a legislative body renew the declaration of emergency every 30 days in order to continue meeting in this manner. AB 361 applies to local agencies until January 1, 2024.

Although the availability of vaccines against COVID-19 has helped to lower overall case numbers and the severity of cases, COVID-19 remains a serious health concern, particularly for those with compromised immune systems. Adoption of the proposed resolution is needed to continue the City’s Emergency Declaration.

Recommendation

The staff recommends Council adopt the attached resolution extending the declaration of emergency due to the COVID-19 pandemic.

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
DECLARING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE
COVID-19 PANDEMIC**

WHEREAS, on March 12, 2020, the Los Altos City Manager, in his capacity as the City’s Director of Emergency Services, proclaimed a local emergency in response to the escalation of COVID-19 to a pandemic, and on March 17, 2020, the City Council adopted Resolution 2020-08 ratifying and continuing the proclamation of local emergency; and

WHEREAS, since October 2021, the City Council has monthly adopted resolutions extending the declaration of a local emergency; and

WHEREAS, by the beginning of October 2022, nearly 2,500 Santa Clara County residents had died of COVID-19; and

WHEREAS, due to the diligence of Los Altos residents in complying with health guidance Los Altos has one of the lowest rates of reported incidence of COVID-19 infection in Santa Clara County; and

WHEREAS, vaccines provide proven protection against COVID-19; and

WHEREAS, by the beginning of October 2022, approximately 87 percent of Santa Clara County residents of all ages had been vaccinated, and statewide vaccination rates were higher than the national average; and

WHEREAS, the Governor lifted the Blueprint for a Safer Economy on June 15, 2021, and local health restrictions have also been lifted due to sharp declines in COVID-19 case counts since vaccines first became available; and

WHEREAS, despite progress in addressing the pandemic, not all eligible individuals are fully vaccinated, and new, more virulent variants of the SARS-CoV-2 virus are spreading in California and throughout the world; and

WHEREAS, although breakthrough infections are rare for fully vaccinated individuals, available COVID-19 vaccines have proven less effective against variants than against prior strains of the SARS-CoV-2 virus; and

WHEREAS, despite significant progress, COVID-19 remains a threat to public health and safety in the Los Altos community; and

WHEREAS, throughout the pandemic, the City of Los Altos has taken steps to address the health crisis, for example, by facilitating outdoor dining within the City; and

WHEREAS, AB 361 requires the City Council make findings every thirty (30) days reaffirming the existence of a local emergency; and

WHEREAS, in view of the ongoing health crisis, the City Council now desires to affirm its existing declaration of local emergency.

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

1. The City Council has reviewed the need for continuing the declaration of local emergency and finds, based on substantial evidence, that the foregoing recitals are true and correct and that the public interest and necessity require the continuance of the proclamation of local emergency related to COVID-19.
2. Said local emergency shall be deemed to continue to exist until terminated by the City Council of the City of Los Altos.
3. The Director of Emergency Services is hereby directed to report to the City Council within thirty (30) days on the need for further continuing the local emergency. At this If deemed appropriate the City Council may take further action.

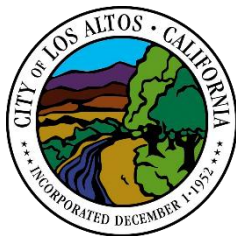
I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution passed and adopted by the City Council of the City of Los Altos at a meeting thereof on the ___ day of ____, 2022 by the following vote:

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

Anita Enander, MAYOR

Attest:

Angel Rodriguez, INTERIM CITY CLERK



**CITY COUNCIL MEETING
MINUTES
7:00 PM - Tuesday, September 20, 2022
via Videoconference**

CALL MEETING TO ORDER

At 7:00 p.m. Mayor Enander called the meeting to order.

ESTABLISH QUORUM

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

ABSENT: None

PLEDGE ALLEGIANCE TO THE FLAG

Amy Chou with Troop 60477 led the pledge of allegiance.

REPORT ON CLOSED SESSION

No closed session, nothing to report.

CHANGES TO THE ORDER OF THE AGENDA

Council Member Lee Eng asked for Item 14 to be moved up to after Item 11, which was accepted.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following members of the public addressed the Council: Cindy Murphy, Roberta Philips, Joe Beninato.

CONSENT CALENDAR

2. **Solid Waste Disposal and Recycling Agreement:** Authorize the City Manager to execute the New Agreement on behalf of the City with International Disposal Corporation of California, Inc for recycling and disposal of the City’s solid waste (A. Fairman)
3. **Construction Contract Award:** Award Annual Street Resurfacing and City Alley Resurfacing Project (TS-01001, TS-01004, and TS-01009) (M. Loatfi)
4. **Emergency Declaration Resolution:** Adopt a resolution extending the declaration of a local emergency due to the COVID-19 pandemic (J. Maginot)
5. **Approve Amendment No. 1 to the Professional Services Agreement with Freyer & Laureta, Inc.:** Authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Freyer & Laureta, Inc. in the amount not-to-exceed of \$31,150 for construction inspection services for the CIPP Corrosion Rehabilitation, Project WW-01005, for a total

contract amount of \$182,250 and find that the approval of the amendment is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15301 (T. Nguyen)

6. **Approve Amendment No. 11 to the Regional Water Quality Control Plant Basic Agreement:** Authorize the City Manager to execute Amendment No. 11 to the Regional Water Quality Control Plant Basic Agreement between the cities of Palo Alto, Mountain View, and Los Altos to fund rehabilitation and upgrade of the secondary treatment system and to increase the financing of the primary sedimentation tank rehabilitation project (T. Nguyen)
7. **Minutes:** Approve Minutes of the City Council Regular Meeting of August 23, 2022. (A. Rodriguez)
8. **Minutes:** Approve Minutes of the City Council Special Meeting of August 30, 2022. (A. Rodriguez)
9. **Minutes:** Approve Minutes of the City Council Regular Meeting of September 6, 2022. (A. Rodriguez)

Council Member Fligor requested Item 4 be pulled from the Consent Calendar. Mayor Enander indicated Item 4 would be taken after Item 13.

Following a motion by Council Member Weinberg, seconded by Council Member Lee Eng, Items 2, 3, 5-9 were approved with the following roll call vote:

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

PUBLIC HEARING

10. **330 Distel Circle Multiple Family Affordable Housing Development Project:** Consider finding the project exempt from environmental review under Section 15332 (Class 32) of the California Environmental Quality Act (CEQA), and consider approval of the Design Review Permit and Conditional Use Permit for a 90-unit multiple family residential affordable rental housing development project at 330 Distel Circle (Application Nos. D22-0002 and CUP22-0001) (R. Hayagreev)

Radha Hayagreev, Senior Consulting Planner with the City of Los Altos, gave a staff presentation to Council.

Welton Joran and Lily Ciammaichella from EAH Housing gave the developers presentation to the Council. Supervisor Simitian address the Council in favor of this project.

Council Member Weinberg disclosed that his client hired BKF Engineers, which worked on 330 Distel Circle, as an expert witness in a legal case but he has not been in a financial relationship with the company.

Council asked questions to staff and developers to which Development Services Director Nick Zornes and EAH Housing responded to.

The following from the public spoke: Anne Paulson, Roberta Phillips, Carl Van Reis, Sybil Cramer, Leah Cowan, Andrew Farmer, Ingrid Granados, Damian, Renee Rashid, Jeanine Valadez, Monica Waldman, Vahram Massehian, Joe Beninato, and Sanja Kelly.

Welton Jordan with EAH Housing addressed some of the comments made during public comments.

At 8:58 pm, Mayor Enander called for a recess and returned the meeting back to order at 9:10 pm.

Discussion between Council Members and the developer continued.

Following a motion by Council Member Weinberg, seconded by Council Member Lee Eng, to adopt a resolution of the City Council of the City of Los Altos approving a class 32 notice of exemption pursuant to the California Environmental Quality Act (CEQA) and approving the design review permit and conditional use permit applications for a 90-unit multiple family development proposal at 330 Distel Circle with the following conditions:

- A condition of approval that will obligate the developer to install level two charging to the extent that the City is able to work with the Developer to obtain financing for the level two chargers that are beyond the 9 chargers that the developer has stated in intention to provide
- A condition of approval that permits the developer to use the Proposed Design elevation for the Northwest rear side but include the balconies that are on the Current Design and to use the Proposed Design for the other two elevations as shown during the presentation
- Give Staff the authority to approved final building design and construction documents that are in substantial compliance in what was presented tonight
- To the extend legally possible, have the developers follow the City's Affordable Housing priority listing.

Motion passed with the following roll call vote:

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

DISCUSSION ITEMS

11. AB 481 Military Equipment Use Policy

Los Altos Police Captain Krauss presented the item to Council.

Council Member Fligor asked clarifying questions to Captain Krauss.

The following members of the public commented: Rene Rashid and Jeanine Valadez.

Council Member Weinberg, Lee Eng, Vice Mayor Meadows, Council Member Fligor provided further comments.

A motion by Council Member Lee Eng, seconded by Mayor Enander, to adopt of Los Altos Police Department Draft Policy 709, Military Equipment Use, as amended by Council Member Weinberg and Fligor, and allow for inclusion of edited language resulting from the meeting between the City Attorney and Police Chief Averitt passed with the following roll call vote:

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

- 14. Updated License Agreement with SFPUC for Hetch Hetchy Trail in Los Altos:** Approve the updated License Agreement with SFPUC for Hetch Hetchy Trail in Los Altos; find that the approval of the agreement is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15301 (Existing Facilities) (M. Hernandez)

City Manager Engeland presented the item to Council along with Manny Hernandez, Park and Recreation Director.

The following members of the public spoke: Donald Gardner, Cody Wang, Greg Stewart, Sybil Cramer, Nigel, Aris, John Tompane, Larry, Carol Kuiper, Todd Basche, and Sanja.

Council provided further comments and City Attorney Houston and City Manager Engeland responded.

City Manager Engeland indicated that this item will be brought back at the next meeting or when feasibility possible.

Consent Item 4

Council Member Fligor asked Staff for an update on the need of declaring a local emergency. City Manager Engeland indicated Assistant City Manager Maginot was not available but that it would be placed on the next agenda.

Following a motion by Council Member Enander, seconded by Council Member Lee Eng, Consent Item 4 was approved with the following roll call vote:

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

- 12. Commission Appointments:** Consider Commission applications and make appointments as appropriate (A. Rodriguez)

Interim City Clerk Rodriguez introduced the item to Council.

The Council provided comments.

The Council agreed that it will not be appointing to the Park and Recreation and Public Arts Commission because they lacked sufficient candidates and will not be recruiting for any commissions pending Council's discussion on commission roles and responsibilities.

Council engaged in further discussions and took a 5-minute break to cast their votes.

The following members of the public spoke: Roberta Phillips, Pete Daily, and John.

City Manager Engeland reported out the following:

Chepe Mantica and Stuart Klein were appointed to full four (4) year terms to the Design Review Commission.

Mehruss Jon Ahi, Joe Beninato, and Kate Disney were appointed to full four (4) year terms to the Planning Commission.

Lisa Coe and Jonathan Adams were appointed to full four (4) year terms to the Historical Commission.

No further business was conducted per Council direction, Item 13 was deferred to the next regular Council meeting.

COUNCIL/STAFF REPORTS AND DIRECTIONS ON FUTURE AGENDA ITEMS

Council Member Fligor announced a teen substance use prevention event is taken place on October 4 at the Los Altos Library.

Council Member Lee Eng reminded all that our Teen Center opens this Friday at the Los Altos Community Center.

Council Member Weinberg noted upcoming Jewish holidays.

ADJOURNMENT

Mayor Enander adjourned the meeting at 12:34 pm.

ATTEST:

Anita Enander MAYOR

Angel Rodriguez, INTERIM CITY CLERK



AGENDA REPORT SUMMARY

Meeting Date: October 11, 2022

Subject Resolution 2022-XX: A Memorandum of Understanding (MOU) between City of Los Altos Police Officers Association (LAPOA); side letter agreement

Prepared by: Irene Barragan Silipin, Human Resources Director

Approved by: Gabriel Engeland, City Manager

Attachment(s):

- Resolution 2022-XX
- POA Side Letter (MOU July 1, 2021 – June 30, 2023)
- Fiscal Year 2022/23 Revised Pay Schedule

Initiated by:
City Manager

Previous Council Consideration:
xxx

Fiscal Impact:
The proposed MOU side letter agreement total increase of known and estimated costs for FY 2022/23 is expected to be \$100,180.

Environmental Review:
Not applicable

Policy Question(s) for Council Consideration:

- Does the Council wish to adopt Resolution 2022-XX and the terms within the side letter agreement reached by the City and LAPOA?

Summary:

- Negotiations between the City and Los Altos Police Officer Association representatives for a side letter agreement commenced on July 27, 2022, and concluded on September 21, 2022

Reviewed By:		
City Manager	City Attorney	Finance Director



Subject: Resolution 2022-XX: A Memorandum of Understanding (MOU) side letter agreement between City of Los Altos & Los Altos Police Officer Association (LAPOA)

-
- Los Altos Police Officers Association (LAPOA) members ratified the side letter agreement on August 16, 2022
 - If approved, effective the beginning of the first full pay period immediately following the ratification of this Side Letter Agreement by City Council, base salaries for the classifications listed under Section 15.2 Holiday In Lieu, shall be increased by 1.9%.

Recommendation

Move to approve Resolution 2022-XX and the terms outlined in the side letter agreement between City of Los Altos & Police Officers Association, which increases base salary by 1.9%.

Purpose

Approve the recommended terms for a side letter agreement with Los Altos Police Officers Association to ensure continuation of excellent delivery of public safety services provided to the Los Altos Community.

Background

Representatives from the City and Los Altos Police Officers Association met and conferred in good faith on July 27, 2022 to reach a tentative agreement on all terms and conditions of employment.

LAPOA members met and successfully ratified the tentative agreement on August 16, 2022. The City and POA met one additional time on August 30, 2022 to include clarifying language to Section 15.1 Observed Holidays.

Both parties signed the Side Letter Agreement on September 21, 2022. Final approval of the Side Letter Agreement is now before Council for approval.

Discussion/Analysis

The side letter agreement will take effect upon the City Council’s adoption. Among the terms of this MOU are:

- Effective the beginning of the first full pay period immediately following the ratification of this Side Letter Agreement by City Council, base salaries for the classifications listed under Section 15.2 Holiday In Lieu, shall be increased by 1.9%.
- Increased Observed Holidays
- Quality of Life Enhanced Benefit



Subject: Resolution 2022-XX: A Memorandum of Understanding (MOU) side letter agreement between City of Los Altos & Los Altos Police Officer Association (LAPOA)

In summary, LAPOA increases in compensation and benefits will strive to support the recently adopted Employee Total Compensation philosophy supporting the council goals and vision for employee retention and attraction in Los Altos.

Recommendation

Move to approve Resolution 2022-XX and the terms outlined in the side letter agreement between City of Los Altos & Los Altos Police Officer Association, which includes a 1.9% increase.

RESOLUTION NO. 2022-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS TO ADOPT THE SIDE LETTER WITH LOS ALTOS POLICE OFFICERS ASSOCIATION

WHEREAS, on July 13, 2021 City Council approved a two-year Memorandum of Understanding between the City of Los Altos and the Los Altos Police Officers Association (LAPOA) dated July 1, 2021 – June 30, 2023; and

WHEREAS, representatives from the City and Los Altos Police Officers Association met and conferred in good faith to reach a Side Letter Agreement on July 27, 2022; and

WHEREAS, on August 16, 2022, LAPOA members completed voting and successfully ratified the terms of the Side Letter Agreement; and

WHEREAS, representatives from the City and Los Altos Police Officers Association met and conferred in good faith to reach add clarifying language to the Side Letter Agreement under Section 15.1 Observed Holidays on August 30, 2022; and

WHEREAS, the parties signed an agreement on September 21, 2022; and

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

1. Approves the Side Letter Agreement with Los Altos Police Officers Association for the term of the side letter agreement from July 1, 2021 through June 30, 2023 attached to this resolution as Exhibit A; and
2. Approves the following adjustments to the benefit package for LAPOA members:
 - Salary: Effective the beginning of the first full pay period immediately following the approval of this Side Letter Agreement by City Council, base salaries for the classifications listed under Section 15.2 Holiday in Lieu, shall be increased by 1.9%.
 - Increased Observed Holidays
 - Quality of Life Enhanced Benefit

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 ____, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Anita Enander, MAYOR

Attest:

Angel Rodriguez, CITY CLERK



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

SIDE LETTER AGREEMENT #1

September 20, 2022

Brian Werner, POA President
Los Altos Peace Officers' Association
P.O. Box 1311
Los Altos, California 94023

Dear Mr. Werner,


Pursuant to the provisions of the Meyers-Millias-Brown Act ("MMBA"), this Side Letter Agreement ("Agreement") is entered into by and between the City of Los Altos (City) and the Los Altos Peace Officers' Association (POA) as an amendment to the Memorandum of Understanding ("MOU") effective July 1, 2021 through June 30, 2023.

POA and the City are collectively referred to herein as the "Parties" It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral and written, regarding the matters contained herein. Except as provided herein, all wages, hours and other terms and conditions of employment shall remain in full force and effect.

The Parties have met and conferred in good faith on July 27, 2022 concerning the terms and conditions of this Side Letter Agreement and its implementation and agree that Sections 8.31 Additional Salary Increase for 2022/2023 provided as compensation for the benefit of additional holidays as recognized by the City Under Section 15. Holiday Pay, and Section 23.3 Quality of Life / Wellness Employee Reimbursement Program will be added after Association ratification and subsequent Council approval of this Side Letter Agreement.

The POA recognizes the City Council provided these benefits during the term of the current MOU. The POA acknowledges the efforts of the City in creating a culture that supports the mental, emotional, and physical wellbeing of employees. The Parties agree with the MOU updates as outlined in Appendix B.

For the City:




Gabriel Engeland (Sep 21, 2022 10:26 PDT)
Gabriel Engeland
City Manager

Sep 21, 2022

Date

For POA:



Brian Werner (Sep 21, 2022 09:40 PDT)
POA Representative

Sep 21, 2022

Date

SECTION 8. SALARY

8.31 ADDITIONAL SALARY INCREASE FOR 2022/2023 SUBSTITUTED FOR INCREASE HOLIDAY IN LIEU PAY: Effective the beginning of the first full pay period immediately following the ratification of this Side Letter Agreement by City Council, base salaries for the classifications listed under Section 15.2 Holiday In Lieu, shall be increased by 1.9%.

SECTION 15. HOLIDAY PAY

15.1 OBSERVED HOLIDAYS: As outlined in the City of Los Altos Personnel Rules and Regulations, the City-observed holidays include, but are not limited to the following:

New Year’s Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
Cesar Chavez Day	March 31
Presidents Day	Third Monday in February
Juneteenth Day	June 19
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples’ Day	October 10
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

The City will be observing end of year closure on the working days which fall between the Christmas Day holiday and New Year’s Day holiday. These days shall be considered “observed holidays” for the purpose of Section 15.3 of this MOU if they fall on a regularly scheduled work day for a Community Service Officer.

Holidays that fall on Saturday will be observed the prior Friday. Holidays that fall on Sunday will be observed the following Monday.

SECTION 23. HEALTH AND MEDICAL BENEFITS

23.3 QUALITY OF LIFE / WELLNESS EMPLOYEE REIMBURSEMENT PROGRAM

Effective the beginning of the first full pay period immediately following the ratification of this Side Letter Agreement by City Council, the City shall implement a Quality-of-Life Employee Reimbursement Plan that may be used towards reimbursement for the following allowable categories:

- Mental/Emotional Wellness
- Health/Physical Wellness
- Financial/Retirement Wellness

Employees may be reimbursed up to \$1,300 per calendar year (\$50 per pay period) for the qualifying wellness activities outlined in detail within the City policy.










POA Side Letter Agreement - 1.9% Salary Increase and Wellness Benefit

Final Audit Report

2022-09-21

Created:	2022-09-20
By:	Irene Silipin (ISilipin@losaltosca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvfC6C-Wtp698KQj2G3Vk2BTNJa8NfHnM

"POA Side Letter Agreement - 1.9% Salary Increase and Wellness Benefit" History

-  Document created by Irene Silipin (ISilipin@losaltosca.gov)
2022-09-20 - 8:47:13 PM GMT
-  Document emailed to bwerner@losaltosca.gov for signature
2022-09-20 - 8:49:07 PM GMT
-  Email viewed by bwerner@losaltosca.gov
2022-09-21 - 1:09:12 AM GMT
-  Signer bwerner@losaltosca.gov entered name at signing as Brian Werner
2022-09-21 - 4:40:07 PM GMT
-  Document e-signed by Brian Werner (bwerner@losaltosca.gov)
Signature Date: 2022-09-21 - 4:40:09 PM GMT - Time Source: server- Signature captured from device with phone number XXXXXX0254
-  Document emailed to Gabriel Engeland (gengeland@losaltosca.gov) for signature
2022-09-21 - 4:40:10 PM GMT
-  Email viewed by Gabriel Engeland (gengeland@losaltosca.gov)
2022-09-21 - 5:25:52 PM GMT
-  Document e-signed by Gabriel Engeland (gengeland@losaltosca.gov)
Signature Date: 2022-09-21 - 5:26:08 PM GMT - Time Source: server
-  Agreement completed.
2022-09-21 - 5:26:08 PM GMT

Unrepresented Department Heads: Market Range Adjustment to Individual Classifications effective 06/26/22
Unrepresented Management: 5% increase or Market Adjustment effective 06/26/22
Unrepresented Confidential: 5% increase effective 06/26/22

POA (Sworn): 3.5% increase effective 06/26/22
POA (Non-Sworn): 3.5% increase effective 06/26/22
POA: 1.9% increase for classifications receiving Holiday In Lieu Pay effective 10/16/22

LAMEA: 3.5% increase effective 06/26/22
Teamsters: 5% increase effective 06/26/22

*New Classification for FY 22/23
 ^Market Adjustment
 + Market Range Adjustment

City of Los Altos - Full Time Salary Schedule FY 22/23
Resolution 2022-XX

<i>Unrep. Department Head Classifications</i>	<i>FLSA Status</i>	Biweekly					Monthly					Annual				
		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	Exempt					\$9,426.73					\$20,424.58					\$245,095.00
Police Chief+	Exempt	\$7,371.71		Open Range		\$8,960.31	\$15,972.03		Open Range		\$19,414.00	\$191,664.34		Open Range		\$232,967.96
Assistant City Manager+	Exempt	\$7,239.90		Open Range		\$8,800.09	\$15,686.45		Open Range		\$19,066.87	\$188,237.36		Open Range		\$228,802.46
Public Works Director/City Engineer	Exempt	\$6,741.58		Open Range		\$8,500.33	\$14,606.75		Open Range		\$18,417.38	\$175,280.96		Open Range		\$221,008.58
Utilities and Environmental Director*	Exempt	\$6,741.58		Open Range		\$8,500.33	\$14,606.75		Open Range		\$18,417.38	\$175,280.96		Open Range		\$221,008.58
Finance Director	Exempt	\$6,690.14		Open Range		\$8,500.33	\$14,495.30		Open Range		\$18,417.38	\$173,943.65		Open Range		\$221,008.58
Parks, Recreation, & Community Services Director*	Exempt	\$6,465.34		Open Range		\$8,500.33	\$14,008.23		Open Range		\$18,417.38	\$168,098.73		Open Range		\$221,008.58
Development Services Director+	Exempt	\$6,774.39		Open Range		\$8,500.33	\$14,677.85		Open Range		\$18,417.38	\$176,134.15		Open Range		\$221,008.58
Human Resources Director*	Exempt	\$6,310.38		Open Range		\$7,670.27	\$13,672.49		Open Range		\$16,618.91	\$164,069.88		Open Range		\$199,426.94

<i>Unrep. Management Classifications</i>	<i>FLSA Status</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 Captain	Exempt	\$6,652.31	\$6,984.93	\$7,334.17	\$7,700.88	\$8,085.92	\$14,413.34	\$15,134.01	\$15,890.71	\$16,685.24	\$17,519.50	\$172,960.07	\$181,608.08	\$190,688.48	\$200,222.90	\$210,234.05
Deputy City Manager	Exempt	\$6,026.66	\$6,328.00	\$6,644.40	\$6,976.62	\$7,325.45	\$13,057.77	\$13,710.66	\$14,396.20	\$15,116.01	\$15,871.81	\$156,693.29	\$164,527.95	\$172,754.35	\$181,392.07	\$190,461.67
Engineering Services Manager	Exempt	\$6,026.66	\$6,328.00	\$6,644.40	\$6,976.62	\$7,325.45	\$13,057.77	\$13,710.66	\$14,396.20	\$15,116.01	\$15,871.81	\$156,693.29	\$164,527.95	\$172,754.35	\$181,392.07	\$190,461.67
Financial Services Manager	Exempt	\$6,026.66	\$6,328.00	\$6,644.40	\$6,976.62	\$7,325.45	\$13,057.77	\$13,710.66	\$14,396.20	\$15,116.01	\$15,871.81	\$156,693.29	\$164,527.95	\$172,754.35	\$181,392.07	\$190,461.67
Information Technology Manager	Exempt	\$6,026.66	\$6,328.00	\$6,644.40	\$6,976.62	\$7,325.45	\$13,057.77	\$13,710.66	\$14,396.20	\$15,116.01	\$15,871.81	\$156,693.29	\$164,527.95	\$172,754.35	\$181,392.07	\$190,461.67
Human Resources Manager	Exempt	\$6,026.66	\$6,328.00	\$6,644.40	\$6,976.62	\$7,325.45	\$13,057.77	\$13,710.66	\$14,396.20	\$15,116.01	\$15,871.81	\$156,693.29	\$164,527.95	\$172,754.35	\$181,392.07	\$190,461.67
Building Official	Exempt	\$5,596.36	\$5,876.18	\$6,169.98	\$6,478.48	\$6,802.41	\$12,125.44	\$12,731.71	\$13,368.30	\$14,036.71	\$14,738.55	\$145,505.30	\$152,780.56	\$160,419.59	\$168,440.57	\$176,862.60
Development Services Manager*	Exempt	\$5,596.36	\$5,876.18	\$6,169.98	\$6,478.48	\$6,802.41	\$12,125.44	\$12,731.71	\$13,368.30	\$14,036.71	\$14,738.55	\$145,505.30	\$152,780.56	\$160,419.59	\$168,440.57	\$176,862.60
Planning Services Manager	Exempt	\$5,596.36	\$5,876.18	\$6,169.98	\$6,478.48	\$6,802.41	\$12,125.44	\$12,731.71	\$13,368.30	\$14,036.71	\$14,738.55	\$145,505.30	\$152,780.56	\$160,419.59	\$168,440.57	\$176,862.60
Police Services Manager	Exempt	\$5,596.36	\$5,876.18	\$6,169.98	\$6,478.48	\$6,802.41	\$12,125.44	\$12,731.71	\$13,368.30	\$14,036.71	\$14,738.55	\$145,505.30	\$152,780.56	\$160,419.59	\$168,440.57	\$176,862.60
Transportation Services Manager	Exempt	\$5,596.36	\$5,876.18	\$6,169.98	\$6,478.48	\$6,802.41	\$12,125.44	\$12,731.71	\$13,368.30	\$14,036.71	\$14,738.55	\$145,505.30	\$152,780.56	\$160,419.59	\$168,440.57	\$176,862.60
Economic Development Manager	Exempt	\$5,459.86	\$5,732.85	\$6,019.50	\$6,320.47	\$6,636.50	\$11,829.70	\$12,421.18	\$13,042.24	\$13,694.36	\$14,379.07	\$141,956.39	\$149,054.21	\$156,506.92	\$164,332.26	\$172,548.88
City Clerk^	Exempt	\$5,158.02	\$5,415.93	\$5,686.72	\$5,971.06	\$6,269.61	\$11,175.72	\$11,734.50	\$12,321.23	\$12,937.29	\$13,584.16	\$134,108.62	\$140,814.05	\$147,854.75	\$155,247.49	\$163,009.87
Special Projects Manager	Exempt	\$5,196.77	\$5,456.61	\$5,729.44	\$6,015.92	\$6,316.71	\$11,259.68	\$11,822.66	\$12,413.79	\$13,034.48	\$13,686.21	\$135,116.13	\$141,871.94	\$148,965.54	\$156,413.81	\$164,234.50
Project Manager	Exempt	\$5,196.77	\$5,456.61	\$5,729.44	\$6,015.92	\$6,316.71	\$11,259.68	\$11,822.66	\$12,413.79	\$13,034.48	\$13,686.21	\$135,116.13	\$141,871.94	\$148,965.54	\$156,413.81	\$164,234.50
Public Information Officer^	Exempt	\$4,828.91	\$5,070.36	\$5,323.88	\$5,590.07	\$5,869.57	\$10,462.65	\$10,985.78	\$11,535.07	\$12,111.82	\$12,717.41	\$125,551.75	\$131,829.34	\$138,420.81	\$145,341.85	\$152,608.94
Assistant to the City Manager	Exempt	\$4,946.36	\$5,193.68	\$5,453.37	\$5,726.04	\$6,012.34	\$10,717.12	\$11,252.98	\$11,815.63	\$12,406.41	\$13,026.73	\$128,605.48	\$135,035.75	\$141,787.54	\$148,876.92	\$156,320.76
Recreation Manager	Exempt	\$4,481.16	\$4,705.22	\$4,940.48	\$5,187.51	\$5,446.88	\$9,709.18	\$10,194.64	\$10,704.38	\$11,239.60	\$11,801.57	\$116,510.22	\$122,335.73	\$128,452.51	\$134,875.14	\$141,618.90

<i>Unrep. Confidential Classifications</i>	<i>FLSA Status</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
Senior Accountant	Exempt	\$4,282.03	\$4,496.13	\$4,720.93	\$4,956.98	\$5,204.83	\$9,277.73	\$9,741.61	\$10,228.69	\$10,740.13	\$11,277.13	\$111,332.70	\$116,899.34	\$122,744.30	\$128,881.52	\$135,325.59
Senior Human Resources Analyst*	Exempt	\$4,282.03	\$4,496.13	\$4,720.93	\$4,956.98	\$5,204.83	\$9,277.73	\$9,741.61	\$10,228.69	\$10,740.13	\$11,277.13	\$111,332.70	\$116,899.34	\$122,744.30	\$128,881.52	\$135,325.59
Management Analyst II	Exempt	\$4,177.59	\$4,386.47	\$4,605.79	\$4,836.08	\$5,077.88	\$9,051.44	\$9,504.01	\$9,979.21	\$10,478.17	\$11,002.08	\$108,617.27	\$114,048.13	\$119,750.54	\$125,738.07	\$132,024.97
Human Resources Analyst	Exempt	\$3,976.29	\$4,175.10	\$4,383.86	\$4,603.05	\$4,833.20	\$8,615.29	\$9,046.05	\$9,498.36	\$9,973.28	\$10,471.94	\$103,383.48	\$108,552.65	\$113,980.29	\$119,679.30	\$125,663.27
Management Analyst I	Exempt	\$3,784.69	\$3,973.92	\$4,172.62	\$4,381.25	\$4,600.31	\$8,200.16	\$8,610.16	\$9,040.67	\$9,492.71	\$9,967.34	\$98,401.89	\$103,321.98	\$108,488.08	\$113,912.48	\$119,608.11
Assistant City Clerk*	Exempt	\$3,784.69	\$3,973.92	\$4,172.62	\$4,381.25	\$4,600.31	\$8,200.16	\$8,610.16	\$9,040.67	\$9,492.71	\$9,967.34	\$98,401.89	\$103,321.98	\$108,488.08	\$113,912.48	\$119,608.11
Executive Assistant to the City Manager	Non-Exempt	\$3,428.74	\$3,600.18	\$3,780.19	\$3,969.20	\$4,167.66	\$7,428.94	\$7,800.38	\$8,190.40	\$8,599.92	\$9,029.92	\$89,147.25	\$93,604.61	\$98,284.84	\$103,199.09	\$108,359.04
Human Resources Technician	Non-Exempt	\$3,263.52	\$3,426.70	\$3,598.04	\$3,777.94	\$3,966.83	\$7,070.97	\$7,424.52	\$7,795.74	\$8,185.53	\$8,594.81	\$84,851.64	\$89,094.22	\$93,548.93	\$98,226.38	\$103,137.70
Deputy City Clerk	Exempt	\$3,106.27	\$3,261.58	\$3,424.66	\$3,595.90	\$3,775.69	\$6,730.25	\$7,066.76	\$7,420.10	\$7,791.11	\$8,180.66	\$80,763.01	\$84,801.16	\$89,041.22	\$93,493.28	\$98,167.94

City of Los Altos - Full Time Salary Schedule FY 22/23

Resolution 2022-XX

LAMEA Classifications	FLSA Status	Biweekly					Monthly					Annual				
		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
Senior Engineer	Exempt	\$5,136.39	\$5,393.21	\$5,662.87	\$5,946.02	\$6,243.32	\$11,128.85	\$11,685.29	\$12,269.56	\$12,883.04	\$13,527.19	\$133,546.21	\$140,223.52	\$147,234.70	\$154,596.43	\$162,326.25
Senior Planner	Exempt	\$5,017.65	\$5,268.53	\$5,531.96	\$5,808.56	\$6,098.99	\$10,871.58	\$11,415.16	\$11,985.92	\$12,585.21	\$13,214.47	\$130,458.95	\$136,981.89	\$143,830.99	\$151,022.54	\$158,573.66
Network Systems Administrator	Non-Exempt	\$4,583.40	\$4,812.57	\$5,053.20	\$5,305.86	\$5,571.15	\$9,930.70	\$10,427.23	\$10,948.59	\$11,496.02	\$12,070.83	\$119,168.38	\$125,126.80	\$131,383.14	\$137,952.30	\$144,849.91
Associate Civil Engineer	Non-Exempt	\$4,482.75	\$4,706.89	\$4,942.23	\$5,189.35	\$5,448.81	\$9,712.63	\$10,198.26	\$10,708.17	\$11,243.58	\$11,805.76	\$116,551.56	\$122,379.13	\$128,498.09	\$134,923.00	\$141,669.15
Information Technology Analyst	Exempt	\$4,365.14	\$4,583.40	\$4,812.57	\$5,053.20	\$5,305.86	\$9,457.81	\$9,930.70	\$10,427.23	\$10,948.59	\$11,496.02	\$113,493.70	\$119,168.38	\$125,126.80	\$131,383.14	\$137,952.30
Associate Planner	Non-Exempt	\$4,233.96	\$4,445.66	\$4,667.94	\$4,901.34	\$5,146.41	\$9,173.58	\$9,632.26	\$10,113.88	\$10,619.57	\$11,150.55	\$110,083.00	\$115,587.15	\$121,366.51	\$127,434.84	\$133,806.58
Senior Building Inspector	Exempt	\$4,176.29	\$4,385.10	\$4,604.36	\$4,834.57	\$5,076.30	\$9,048.62	\$9,501.05	\$9,976.11	\$10,474.91	\$10,998.66	\$108,583.48	\$114,012.65	\$119,713.28	\$125,698.95	\$131,983.89
Assistant Civil Engineer	Non-Exempt	\$3,962.55	\$4,160.68	\$4,368.72	\$4,587.15	\$4,816.51	\$8,585.53	\$9,014.81	\$9,465.55	\$9,938.83	\$10,435.77	\$103,026.40	\$108,177.72	\$113,586.61	\$119,265.94	\$125,229.23
Accountant*	Non-Exempt	\$3,924.27	\$4,120.48	\$4,326.51	\$4,542.83	\$4,769.97	\$8,502.59	\$8,927.71	\$9,374.10	\$9,842.80	\$10,334.95	\$102,031.02	\$107,132.57	\$112,489.20	\$118,113.66	\$124,019.34
Senior Recreation Supervisor	Non-Exempt	\$3,919.58	\$4,115.56	\$4,321.34	\$4,537.40	\$4,764.28	\$8,492.43	\$8,917.05	\$9,362.90	\$9,831.04	\$10,322.60	\$101,909.11	\$107,004.56	\$112,354.79	\$117,972.53	\$123,871.16
Maintenance Supervisor	Non-Exempt	\$3,843.81	\$4,036.00	\$4,237.80	\$4,449.69	\$4,672.18	\$8,328.26	\$8,744.67	\$9,181.91	\$9,641.00	\$10,123.05	\$99,939.14	\$104,936.09	\$110,182.90	\$115,692.04	\$121,476.65
Economic Development Coordinator	Non-Exempt	\$3,842.68	\$4,034.82	\$4,236.56	\$4,448.38	\$4,670.80	\$8,325.81	\$8,742.10	\$9,179.21	\$9,638.17	\$10,120.08	\$99,909.74	\$104,905.22	\$110,150.48	\$115,658.01	\$121,440.91
Sustainability Coordinator	Non-Exempt	\$3,842.68	\$4,034.82	\$4,236.56	\$4,448.38	\$4,670.80	\$8,325.81	\$8,742.10	\$9,179.21	\$9,638.17	\$10,120.08	\$99,909.74	\$104,905.22	\$110,150.48	\$115,658.01	\$121,440.91
Public Information Coordinator	Non-Exempt	\$3,842.68	\$4,034.82	\$4,236.56	\$4,448.38	\$4,670.80	\$8,325.81	\$8,742.10	\$9,179.21	\$9,638.17	\$10,120.08	\$99,909.74	\$104,905.22	\$110,150.48	\$115,658.01	\$121,440.91
Assistant Planner	Non-Exempt	\$3,832.50	\$4,024.13	\$4,225.34	\$4,436.60	\$4,658.43	\$8,303.76	\$8,718.95	\$9,154.89	\$9,612.64	\$10,093.27	\$99,645.11	\$104,627.37	\$109,858.74	\$115,351.67	\$121,119.26
Building Inspector	Non-Exempt	\$3,778.22	\$3,967.13	\$4,165.49	\$4,373.77	\$4,592.45	\$8,186.15	\$8,595.46	\$9,025.23	\$9,476.49	\$9,950.32	\$98,233.79	\$103,145.48	\$108,302.76	\$113,717.89	\$119,403.79
Recreation Supervisor	Non-Exempt	\$3,728.46	\$3,914.89	\$4,110.63	\$4,316.16	\$4,531.97	\$8,078.34	\$8,482.26	\$8,906.37	\$9,351.69	\$9,819.27	\$96,940.08	\$101,787.09	\$106,876.44	\$112,220.26	\$117,831.27
GIS Technician	Non-Exempt	\$3,601.81	\$3,781.90	\$3,970.99	\$4,169.54	\$4,378.02	\$7,803.92	\$8,194.11	\$8,603.82	\$9,034.01	\$9,485.71	\$93,647.00	\$98,329.35	\$103,245.82	\$108,408.11	\$113,828.51
Junior Engineer	Non-Exempt	\$3,601.81	\$3,781.90	\$3,970.99	\$4,169.54	\$4,378.02	\$7,803.92	\$8,194.11	\$8,603.82	\$9,034.01	\$9,485.71	\$93,647.00	\$98,329.35	\$103,245.82	\$108,408.11	\$113,828.51
Police Records Supervisor	Non-Exempt	\$3,601.81	\$3,781.90	\$3,970.99	\$4,169.54	\$4,378.02	\$7,803.92	\$8,194.11	\$8,603.82	\$9,034.01	\$9,485.71	\$93,647.00	\$98,329.35	\$103,245.82	\$108,408.11	\$113,828.51
Construction Inspector	Non-Exempt	\$3,429.92	\$3,601.41	\$3,781.48	\$3,970.56	\$4,169.08	\$7,431.48	\$7,803.06	\$8,193.21	\$8,602.87	\$9,033.02	\$89,177.82	\$93,636.71	\$98,318.54	\$103,234.47	\$108,396.20
Engineering Technician	Non-Exempt	\$3,429.92	\$3,601.41	\$3,781.48	\$3,970.56	\$4,169.08	\$7,431.48	\$7,803.06	\$8,193.21	\$8,602.87	\$9,033.02	\$89,177.82	\$93,636.71	\$98,318.54	\$103,234.47	\$108,396.20
Information Technology Technician	Non-Exempt	\$3,314.57	\$3,480.30	\$3,654.31	\$3,837.03	\$4,028.88	\$7,181.56	\$7,540.64	\$7,917.67	\$8,313.56	\$8,729.24	\$86,178.76	\$90,487.70	\$95,012.09	\$99,762.69	\$104,750.82
Accounting Technician II	Non-Exempt	\$3,118.93	\$3,274.87	\$3,438.62	\$3,610.55	\$3,791.08	\$6,757.68	\$7,095.56	\$7,450.34	\$7,822.86	\$8,214.00	\$81,092.13	\$85,146.73	\$89,404.07	\$93,874.27	\$98,567.99
Permit Technician	Non-Exempt	\$3,035.24	\$3,187.01	\$3,346.36	\$3,513.67	\$3,689.36	\$6,576.36	\$6,905.18	\$7,250.44	\$7,612.96	\$7,993.61	\$78,916.34	\$82,862.16	\$87,005.27	\$91,355.53	\$95,923.31
Executive Assistant	Non-Exempt	\$2,943.64	\$3,090.83	\$3,245.37	\$3,407.64	\$3,578.02	\$6,377.89	\$6,696.79	\$7,031.63	\$7,383.21	\$7,752.37	\$76,534.74	\$80,361.48	\$84,379.55	\$88,598.53	\$93,028.45
Recreation Coordinator	Non-Exempt	\$2,831.69	\$2,973.27	\$3,121.94	\$3,278.03	\$3,441.93	\$6,135.32	\$6,442.09	\$6,764.19	\$7,102.40	\$7,457.52	\$73,623.89	\$77,305.08	\$81,170.34	\$85,228.86	\$89,490.30
Facilities Coordinator	Non-Exempt	\$2,831.69	\$2,973.27	\$3,121.94	\$3,278.03	\$3,441.93	\$6,135.32	\$6,442.09	\$6,764.19	\$7,102.40	\$7,457.52	\$73,623.89	\$77,305.08	\$81,170.34	\$85,228.86	\$89,490.30
Lead Records Specialist	Non-Exempt	\$2,748.00	\$2,885.40	\$3,029.67	\$3,181.16	\$3,340.22	\$5,954.01	\$6,251.71	\$6,564.29	\$6,892.51	\$7,237.13	\$71,448.10	\$75,020.51	\$78,771.53	\$82,710.11	\$86,845.62
Accounting Technician I	Non-Exempt	\$2,708.42	\$2,843.84	\$2,986.04	\$3,135.34	\$3,292.11	\$5,868.25	\$6,161.66	\$6,469.75	\$6,793.23	\$7,132.90	\$70,419.02	\$73,939.97	\$77,636.96	\$81,518.81	\$85,594.75
Records Specialist	Non-Exempt	\$2,495.82	\$2,620.61	\$2,751.64	\$2,889.22	\$3,033.69	\$5,407.61	\$5,677.99	\$5,961.89	\$6,259.99	\$6,572.99	\$64,891.34	\$68,135.91	\$71,542.71	\$75,119.84	\$78,875.83
Accounting Office Assistant I	Non-Exempt	\$2,381.60	\$2,500.68	\$2,625.72	\$2,757.00	\$2,894.85	\$5,160.14	\$5,418.15	\$5,689.06	\$5,973.51	\$6,272.18	\$61,921.69	\$65,017.77	\$68,268.66	\$71,682.10	\$75,266.20
Office Assistant II	Non-Exempt	\$2,372.56	\$2,491.18	\$2,615.74	\$2,746.53	\$2,883.86	\$5,140.54	\$5,397.57	\$5,667.44	\$5,950.82	\$6,248.36	\$61,686.47	\$64,770.79	\$68,009.33	\$71,409.80	\$74,980.29
Office Assistant I	Non-Exempt	\$2,130.55	\$2,237.08	\$2,348.93	\$2,466.38	\$2,589.70	\$4,616.19	\$4,847.00	\$5,089.35	\$5,343.82	\$5,611.01	\$55,394.33	\$58,164.05	\$61,072.25	\$64,125.86	\$67,332.16

City of Los Altos - Full Time Salary Schedule FY 22/23
 Resolution 2022-XX

POA Classifications	FLSA Status	Biweekly					Monthly					Annual				
		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 Sergeant	Non-Exempt	\$5,210.60	\$5,471.13	\$5,744.68	\$6,031.92	\$6,333.51	\$11,289.63	\$11,854.11	\$12,446.81	\$13,069.15	\$13,722.61	\$135,475.51	\$142,249.29	\$149,361.75	\$156,829.84	\$164,671.33
Police Agent	Non-Exempt	\$4,635.66	\$4,867.44	\$5,110.81	\$5,366.35	\$5,634.67	\$10,043.92	\$10,546.12	\$11,073.43	\$11,627.10	\$12,208.45	\$120,527.10	\$126,553.45	\$132,881.13	\$139,525.18	\$146,501.44
Police Officer	Non-Exempt	\$4,415.40	\$4,636.17	\$4,867.97	\$5,111.37	\$5,366.94	\$9,566.69	\$10,045.03	\$10,547.28	\$11,074.64	\$11,628.37	\$114,800.30	\$120,540.32	\$126,567.33	\$132,895.70	\$139,540.48
Lead Communications Officer	Non-Exempt	\$4,315.80	\$4,531.59	\$4,758.17	\$4,996.08	\$5,245.88	\$9,350.91	\$9,818.45	\$10,309.37	\$10,824.84	\$11,366.08	\$112,210.86	\$117,821.41	\$123,712.48	\$129,898.10	\$136,393.01
Police Officer Trainee	Non-Exempt	\$4,204.17	\$4,414.38	\$4,635.10	\$4,866.85	\$5,110.20	\$9,109.04	\$9,564.49	\$10,042.71	\$10,544.85	\$11,072.09	\$109,308.45	\$114,773.87	\$120,512.56	\$126,538.19	\$132,865.10
Communications Officer	Non-Exempt	\$3,921.63	\$4,117.71	\$4,323.60	\$4,539.78	\$4,766.77	\$8,496.86	\$8,921.71	\$9,367.79	\$9,836.18	\$10,327.99	\$101,962.37	\$107,060.49	\$112,413.51	\$118,034.19	\$123,935.90
Community Service Officer	Non-Exempt	\$3,088.01	\$3,242.41	\$3,404.53	\$3,574.76	\$3,753.50	\$6,690.69	\$7,025.23	\$7,376.49	\$7,745.31	\$8,132.58	\$80,288.29	\$84,302.71	\$88,517.84	\$92,943.73	\$97,590.92

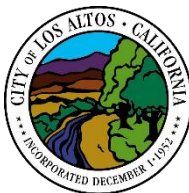
City of Los Altos - Full Time Salary Schedule FY 22/23
 Resolution 2022-XX

Teamsters Classifications	FLSA Status	Biweekly					Monthly					Annual				
		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
Senior Maintenance Technician	Non-Exempt	\$3,416.73	\$3,587.56	\$3,766.94	\$3,955.29	\$4,153.05	\$7,402.91	\$7,773.05	\$8,161.71	\$8,569.79	\$8,998.28	\$88,834.91	\$93,276.65	\$97,940.48	\$102,837.51	\$107,979.38
Senior Wastewater Maintenance Worker*	Non-Exempt	\$3,416.73	\$3,587.56	\$3,766.94	\$3,955.29	\$4,153.05	\$7,402.91	\$7,773.05	\$8,161.71	\$8,569.79	\$8,998.28	\$88,834.91	\$93,276.65	\$97,940.48	\$102,837.51	\$107,979.38
Equipment Mechanic	Non-Exempt	\$3,106.12	\$3,261.42	\$3,424.49	\$3,595.72	\$3,775.50	\$6,729.92	\$7,066.41	\$7,419.73	\$7,790.72	\$8,180.26	\$80,759.01	\$84,796.96	\$89,036.80	\$93,488.64	\$98,163.08
Maintenance Leadworker	Non-Exempt	\$3,106.12	\$3,261.42	\$3,424.49	\$3,595.72	\$3,775.50	\$6,729.92	\$7,066.41	\$7,419.73	\$7,790.72	\$8,180.26	\$80,759.01	\$84,796.96	\$89,036.80	\$93,488.64	\$98,163.08
Maintenance Technician	Non-Exempt	\$3,106.12	\$3,261.42	\$3,424.49	\$3,595.72	\$3,775.50	\$6,729.92	\$7,066.41	\$7,419.73	\$7,790.72	\$8,180.26	\$80,759.01	\$84,796.96	\$89,036.80	\$93,488.64	\$98,163.08
Wastewater Maintenance Worker II*	Non-Exempt	\$3,106.12	\$3,261.42	\$3,424.49	\$3,595.72	\$3,775.50	\$6,729.92	\$7,066.41	\$7,419.73	\$7,790.72	\$8,180.26	\$80,759.01	\$84,796.96	\$89,036.80	\$93,488.64	\$98,163.08
Wastewater Maintenance Worker I*	Non-Exempt	\$2,818.12	\$2,959.02	\$3,106.97	\$3,262.32	\$3,425.44	\$6,105.92	\$6,411.21	\$6,731.77	\$7,068.36	\$7,421.78	\$73,271.01	\$76,934.56	\$80,781.28	\$84,820.35	\$89,061.37
Maintenance Worker II	Non-Exempt	\$2,818.12	\$2,959.02	\$3,106.97	\$3,262.32	\$3,425.44	\$6,105.92	\$6,411.21	\$6,731.77	\$7,068.36	\$7,421.78	\$73,271.01	\$76,934.56	\$80,781.28	\$84,820.35	\$89,061.37
Maintenance Worker I	Non-Exempt	\$2,492.03	\$2,616.63	\$2,747.47	\$2,884.84	\$3,029.08	\$5,399.40	\$5,669.37	\$5,952.84	\$6,250.49	\$6,563.01	\$64,792.86	\$68,032.50	\$71,434.12	\$75,005.83	\$78,756.12

City of Los Altos - Part-Time Hourly Rate Schedule FY 22/23

Resolution 2022-XX

<i>Part-Time Classifications Title</i>	<i>FLSA Status</i>	<i>Employment Status</i>	<i>Rate Type</i>	<i>Min</i>	<i>Max</i>
Network Engineer	Non-Exempt	Part-Time	Hourly	\$50.00	\$75.00
Public Safety Specialist - Dispatch	Non-Exempt	Part-Time	Hourly	\$51.00	\$68.34
Project Manager	Non-Exempt	Part-Time	Hourly	\$42.50	\$66.30
Property & Evidence CSO	Non-Exempt	Part-Time	Hourly	\$43.12	\$52.41
Emergency Preparedness Coordinator	Non-Exempt	Part-Time	Hourly	\$35.70	\$51.00
Police Officer (Reserve) - Level I	Non-Exempt	Part-Time	Hourly	\$49.00	\$49.00
Department Support Specialist	Non-Exempt	Part-Time	Hourly	\$35.70	\$45.90
IT Technician	Non-Exempt	Part-Time	Hourly	\$32.64	\$45.90
Parking Enforcement Officer	Non-Exempt	Part-Time	Hourly	\$35.70	\$42.84
Public Safety Specialist - Records	Non-Exempt	Part-Time	Hourly	\$26.52	\$42.84
Project Coordinator	Non-Exempt	Part-Time	Hourly	\$30.60	\$40.80
Preschool Teacher III	Non-Exempt	Part-Time	Hourly	\$25.00	\$31.67
Recreation Specialist	Non-Exempt	Part-Time	Hourly	\$25.00	\$30.00
Clerical Assistant II	Non-Exempt	Part-Time	Hourly	\$23.75	\$29.16
Maintenance Worker I	Non-Exempt	Part-Time	Hourly	\$22.44	\$27.54
Preschool Teacher II	Non-Exempt	Temporary	Hourly	\$20.50	\$24.75
Clerical Assistant I	Non-Exempt	Part-Time	Hourly	\$17.75	\$22.75
Recreation Leader III	Non-Exempt	Seasonal	Hourly	\$18.75	\$21.75
Facility Attendant	Non-Exempt	Part-Time	Hourly	\$16.40	\$20.60
Intern	Non-Exempt	Temporary	Hourly	\$16.40	\$20.40
Preschool Teacher I	Non-Exempt	Temporary	Hourly	\$16.40	\$19.75
Recreation Leader II	Non-Exempt	Seasonal	Hourly	\$16.75	\$18.75
Recreation Leader I	Non-Exempt	Seasonal	Hourly	\$16.40	\$16.75
Council Member	Non-Exempt	Part-Time	Stipend	Stipend \$300.00 / Month	
Police Officer (Reserve) - Level II	Non-Exempt	Per-Diem	Stipend	Stipend \$200.00 / Month	



AGENDA REPORT SUMMARY

Meeting Date: October 11, 2022

Subject Resolution 2022-XX: A Memorandum of Understanding (MOU) between City of Los Altos Municipal Employee Association (LAMEA); side letter agreement

Prepared by: Irene Barragan Silipin, Human Resources Director

Approved by: Gabriel Engeland, City Manager

Attachment(s):

- 1. Resolution 2022-XX
- 2. LAMEA Side Letter Agreement (MOU July 1, 2021 – June 30, 2026)

Initiated by:

City Manager

Previous Council Consideration:

None

Fiscal Impact:

There is no fiscal impact to the FY 2022/23 budget with the approval of the proposed MOU side letter agreement as the costs were included at the time of budget adoption.

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- Does the Council wish to adopt Resolution 2022-XX and the terms within the side letter agreement reached by the City and LAMEA?

Summary:

- Negotiations between the City and Los Altos Municipal Employee Association representatives for a side letter agreement commenced on September 13, 2022, and concluded on October 5, 2022
- Los Altos Municipal Employee Association (LAMEA) members ratified the side letter agreement on October 6, 2022

City Manager

Reviewed By:

City Attorney

Finance Director



Subject: Resolution 2022-XX: A Memorandum of Understanding (MOU) side letter agreement between City of Los Altos & Los Altos Municipal Employee Association (LAMEA)

-
3. MOU contract terms will be extended by two years, July 1, 2021 – June 30, 2026.
 4. Effective the pay period that includes July 1, 2023, whichever is later, base salary for all classifications shall be increased five percent (5%).
 5. Consumer Price Index (CPI) base salary for all classifications shall be increased by a minimum of 3%, maximum of 4, effective the pay period that includes July 1, 2024.
 6. Market study classification adjustments will be applied, if applicable, effective the pay period that includes July 1, 2025.

Recommendation

Move to approve Resolution 2022-XX and the terms outlined in the side letter agreement between City of Los Altos & Los Altos Municipal Employee Association.



Subject: Resolution 2022-XX: A Memorandum of Understanding (MOU) side letter agreement between City of Los Altos & Los Altos Municipal Employee Association (LAMEA)

Purpose

Approve the recommended terms for a side letter agreement with Los Altos Municipal Employee Association to ensure continuation of excellent delivery of services provided to the Los Altos Community.

Background

Representatives from the City and Los Altos Municipal Employee Association met and conferred in good faith to reach an agreement on a side letter agreement for the Council’s approval.

The parties reached a tentative agreement on all terms and conditions of employment on October 5, 2022. LAMEA members met and successfully ratified the tentative agreement for the side letter agreement on October 6, 2022. Final approval of the side letter agreement is now before Council.

Discussion/Analysis

The side letter agreement will take effect upon the City Council’s adoption. Among the terms of this MOU are:

- Effective the pay period that includes July 1, 2023, whichever is later, base salary (defined as base pay only) for all classifications shall be increased five percent (5%).
- Effective the pay period that includes July 1, 2024, base salary for all classifications shall be increased by the Consumer Price Index (CPI) by a minimum of 3%, maximum of 4%.
- Effective the pay period that includes July 1, 2025, market adjustments will be applied to classification salary range.
- Increased Observed Holidays
- Quality of Life Enhanced Benefit

In summary, LAMEA increases in compensation and benefits will strive to support the recently adopted Employee Total Compensation philosophy supporting the council goals and vision for employee retention and attraction in Los Altos.

Recommendation

Move to approve Resolution 2022-XX and the terms outlined in the side letter agreement between City of Los Altos & Los Altos Municipal Employee Association.

RESOLUTION NO. 2020-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS TO ADOPT THE SIDE LETTER TO EXTEND THE MEMORANDUM OF UNDERSTANDING WITH LOS ALTOS POLICE OFFICERS ASSOCIATION

WHEREAS, Los Altos Municipal Employee Association (LAMEA) Memorandum of Understanding dated July 1, 2021 – June 30, 2026; and

WHEREAS, representatives from the City and Los Altos Municipal Employee Association met and conferred in good faith to reach a Side Letter Agreement; and

WHEREAS, the parties reached an agreement on October 5, 2022; and

WHEREAS, on October 6, 2022, members of the Los Altos Municipal Employee Association ratified the Side Letter Agreement for a two-year extension of the current Agreement.

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

- Effective the pay period that includes July 1, 2023, whichever is later, base salary (defined as base pay only) for all classifications shall be increased five percent (5%).
- Effective the pay period that includes July 1, 2024, base salary for all classifications shall be increased by the Consumer Price Index (CPI) by a minimum of 3%, maximum of 4%.
- Effective the pay period that includes July 1, 2025, market adjustments will be applied to classification salary range.
- Increased Observed Holidays
- Quality of Life Enhanced Benefits

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 ____, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Anita Enander MAYOR

Attest:

Angel Rodriguez, INTERIM CITY CLERK



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

SIDE LETTER AGREEMENT #1

October 6, 2022

Alyssa Yeargin, President
Los Altos Municipal Employees Association
P.O. Box 684
Los Altos, California 94023

Dear Ms. Yeargin,


Pursuant to the provisions of the Meyers-Millias-Brown Act (“MMBA”), this Side Letter Agreement (“Agreement”) is entered into by and between the City of Los Altos (City) and the Los Altos Municipal Employees Association (LAMEA) as an amendment to the Memorandum of Understanding (“MOU”) effective July 1, 2021 through June 30, 2024.

LAMEA and the City are collectively referred to herein as the “Parties” It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral and written, regarding the matters contained herein. Except as provided herein, all wages, hours and other terms and conditions of employment shall remain in full force and effect.

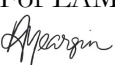
The Parties have met and conferred in good faith on September 23, 2022 and October 5, 2022 concerning the terms and conditions of this Side Letter Agreement and its implementation and agree that the following language will replace the Cover Page, Preamble, Article 26. Term, Article 8. Base Salary, and Article 13 Holidays in its entirety and add Section 16.12 Quality of Life / Wellness Employee Reimbursement Program after Association ratification and subsequent Council approval of this Side Letter Agreement.

The Parties agree with the following updates in the MOU with Appendix C.

For the City:


Gabriel Engeland (Oct 6, 2022 16:36 PDT)
Gabriel Engeland
City Manager

Oct 6, 2022
Date

For LAMEA:

LAMEA Representative

Oct 6, 2022
Date

ATTACHMENT 2



MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF LOS ALTOS
AND
LOS ALTOS MUNICIPAL EMPLOYEE ASSOCIATION
JULY 1, 2021 - JUNE 30, 2026

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, 2026.

ARTICLE 26. TERM

The term of this MOU is July 1, 2021 through June 30, 2026. 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.

ARTICLE 16.12 . QUALITY OF LIFE / WELLNESS EMPLOYEE REIMBURSEMENT PROGRAM

Effective the beginning of the first full pay period immediately following the ratification of this Side Letter Agreement by City Council, the City shall implement a Quality-of-Life Employee Reimbursement Plan that may be used towards reimbursement for the following allowable categories:

- Mental/Emotional Wellness
- Health/Physical Wellness
- Financial/Retirement Wellness

Employees may be reimbursed up to \$1,300 per calendar year (\$50 per pay period) for the qualifying wellness activities outlined in detail within the City policy.

ARTICLE 8. BASE SALARY

8.1 Salary Increases

8.1.3 Effective the pay period that includes July 1, 2023, whichever is later, base salary (defined as base pay only) for all classifications shall be increased five percent (5%).

8.1.4 Effective the pay period that includes July 1, 2024, base salary for all classifications shall be increased by the April 2024 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 4%).

8.1.4 Effective the pay period that includes July 1, 2025, market adjustments will be applied to classification salary range.

Market Adjustment

Market adjustment shall be determined by taking the 50th percentile of the maximum annual pay rate of the peer cities equivalent classification. This calculated annual pay rate amount will be a % above or below the current maximum annual pay rate for the City of Los Altos’ represented classification. If the City of Los Altos represented classification is below market, the classification will be adjusted by the calculated percentage necessary to bring the pay rate to the 50th percent of the market.

Peer Cities

The peer cities used for the determination of market adjustments shall be based on likeness to the City of Los Altos using the following factors (Population, number of Full-Time Equivalent positions, agency expenditures, expenditures per capita, and geographic proximity). On each comparable factory, a rank of 1 or 0.5 shall be assigned (1 being like, 0 being unlike). The top 6 peer cities shall be used for market adjustments. If a peer city lacks a comparable classification, the next peer city with a comparable classification will be used. Effective March 1, 2023, and every MOU year thereafter, the Union shall be provided with the list of the Peer Cities included in the comparable survey. List shall include the “likeness factors” described above.

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 2025, 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 2026.

ARTICLE 13. HOLIDAYS

13.1 Salary Increases

OBSERVED HOLIDAYS: As outlined in the City of Los Altos Personnel Rules and Regulations, the City-observed holidays include, but not limited to the following:

New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
Cesar Chavez Day	March 31
Presidents Day	Third Monday in February
Juneteenth Day	June 19
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	October 10
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

The City will be observe a Holiday Closure on the working days which fall between the Christmas Day holiday and New Year's Day holiday.

Holidays that fall on Saturday will be observed the prior Friday. Holidays that fall on Sunday will be observed the following Monday.

2022 - LAMEA Side Letter Agreement - Contract Extension, Salary, Holiday, and Wellness Benefit - revised V3


Final Audit Report


2022-10-06


Created:	2022-10-06
By:	Scott Gerdes (sgerdes@losaltosca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANLbZ1yh4IslvbJZ-TZ7hqPxdmlyJe1YM


"2022 - LAMEA Side Letter Agreement - Contract Extension, Salary, Holiday, and Wellness Benefit - revised V3" History


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2022-10-06 - 11:30:31 PM GMT


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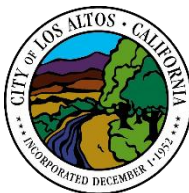
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Signature Date: 2022-10-06 - 11:31:23 PM GMT - Time Source: server- IP address: 12.202.14.68

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 Document e-signed by Gabriel Engeland (gengeland@losaltosca.gov)
Signature Date: 2022-10-06 - 11:36:31 PM GMT - Time Source: server- IP address: 12.202.14.68

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2022-10-06 - 11:36:31 PM GMT



AGENDA REPORT SUMMARY

Meeting Date: October 11, 2022

Subject Resolution 2022-XX Approve the Fiscal Year 2022/23 Salary Schedule to Comply with California Public Employees’ Retirement System (CalPERS) Statutory and Regulatory Requirements for Compensation Earnable and Publicly Available Salary Schedules

Prepared by: Irene Barragan Silipin, Human Resources Director

Reviewed by: Gabriel Engeland, City Manager

Approved by: Gabriel Engeland, City Manager

Attachment(s):

- 1. Resolution 2022-XX
- 2. Fiscal Year 2022/23 Updated Salary Schedule

Initiated by:
City Manager

Previous Council Consideration:

Fiscal Impact:
None

Environmental Review:
Not applicable

Policy Question(s) for Council Consideration:

- Does the Council wish to adopt Resolution 2012-XX that includes the Fiscal Year 2022/23 publicly available salary schedule?

Summary:

- While the City of Los Altos has a publicly available salary schedule on its external website and incorporates all City Council approved Memorandum of Understanding (MOU) and non-represented salary increases to date, a comprehensive salary schedule needs to be approved by Council to confirm pay rates

City Manager <i>GE</i>	Reviewed By: City Attorney <i>JH</i>	Finance Director <i>SN</i>
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Subject: Resolution 2022-XX Approve the Fiscal Year 2022/23 Salary Schedule to Comply with California Public Employees’ Retirement System (CalPERS) Statutory and Regulatory Requirements for Compensation Earnable and Publicly Available Salary Schedules

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- Thus, to comply with both California Government Code (GC) 20636(d) and California Code of Regulations (CCR) 570.5, staff requests approval and confirmation of the updated comprehensive salary schedule.

Staff Recommendation:

Move to approve Resolution 2012-XX and the Fiscal Year 2022/23 salary schedule.



Subject: Resolution 2022-XX Approve the Fiscal Year 2022/23 Salary Schedule to Comply with California Public Employees’ Retirement System (CalPERS) Statutory and Regulatory Requirements for Compensation Earnable and Publicly Available Salary Schedules

Purpose

Approve the updated Fiscal Year 2022/23 salary schedule that incorporates all City Council approved Memorandum of Understanding (MOU) and non-represented salary increases to date.

Background

The California Public Employees’ Retirement System (CalPERS) reinforces the requirement under California Government Code (GC) section 20636(d) that “Notwithstanding any other provision of law, payrate and special compensation schedules, ordinances, or similar documents shall be public records available for public scrutiny”. Additionally, the California Code of Regulations (CCR) 570.5 specifies the required elements necessary to meet the definitions of a publicly available pay schedule. An overview of these requirements is as follows:

1. Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
2. Identifies the position title for every employee position;
3. Shows the payrate range for each identified classification,
4. Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
5. Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
6. Indicates an effective date and date of any revisions;
7. Is retained by the employer and available for public inspection for not less than five years; and
8. Does not reference another document in lieu of disclosing the payrate.

Discussion/Analysis

While the City of Los Altos has a publicly available salary schedule on its external website and incorporates all City Council approved Memorandum of Understanding (MOU) salary increases to date, a comprehensive salary schedule needs to be approved by Council when updates are made to the salary schedule. The updates to the salary schedule are as follows:

1. Classification pay range adjustment to the Los Altos Peace Officer’s Association by 1.9%. Holiday In Lieu eligible employees (Police Sergeant, Police Agent, Police Officer, Police Officer Trainee, Communications Officer, and Lead Communications Officer) defined under POA Section 15.2 pay rates increased by 1.9%; and



Subject: Resolution 2022-XX Approve the Fiscal Year 2022/23 Salary Schedule to Comply with California Public Employees’ Retirement System (CalPERS) Statutory and Regulatory Requirements for Compensation Earnable and Publicly Available Salary Schedules

-
- 2. Classification pay range adjustment for the Sanitary Truck Drivers and Helpers Union Local 350 by 5.0%. The Wastewater Maintenance Worker classification series pay range adjusted by 5.0%; and
 - 3. Classification pay adjustment to the Code Enforcement pay range and move to LAMEA; and
 - 4. Classification pay adjustment to the Assistant City Manager pay range; and
 - 5. Add new unrepresented classification; Capital Improvements Project Manager.

Options

- 1) Adopt Resolution 2019-XX and Fiscal Year 2022/23 pay schedule.

Advantages: To comply with both GC 20636(d) and CCR 570.5, staff requests approval and confirmation of a comprehensive salary schedule and incorporate already negotiated pay rates for fiscal year 2022/23.

Disadvantages: None

- 2) Do not approve the Fiscal Year 2022/23 salary schedule.

Advantages: None

Disadvantages: The city will not be in compliance with CalPERS requirements.

Recommendation

The staff recommends Option 1.

RESOLUTION NO. 2022-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS APPROVING THE UPDATED FISCAL YEAR 2022/23 PAY SCHEDULE TO COMPLY WITH CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) STATUTORY AND REGULATORY REQUIREMENTS FOR COMPENSATION EARNABLE AND PUBLICLY AVAILABLE PAY SCHEDULES

WHEREAS, all employers must comply with the compensation earnable and publicly available pay schedules provisions contained within California Government Code (GC) section 20636(d) and California Code of Regulations (CCR) 570.5; and

WHEREAS, it is necessary for the City Council to review and duly approve and adopt in accordance with requirements of applicable public meetings laws a publicly available pay schedule; and

WHEREAS, attached to this resolution and incorporated by reference is the City's comprehensive pay schedule which will be made publicly available on the City's external website and provided upon request; and

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

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

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

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

WHEREAS, represented classifications are covered by current contracts which specify the amount of the salary adjustments in the new fiscal year; and

WHEREAS, the salaries are scheduled to take effect the beginning of the pay period that includes July 1, 2022

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

1. Approves the pay adjustments for the Los Altos Peace Officer's Association by 1.9% effective the first pay period following the adoption of this resolution; and
2. Adjusts Wastewater Maintenance Worker classification series pay adjustments for the Sanitary Truck Drivers and Helpers Union Local 350 by 5.0% effective the first pay period following adoption of this resolution; and
3. Adjusts the Code Enforcement Classification pay range effective the first pay period following adoption of this resolution; and
4. Adjusts Assistant City Manager classification pay ranges based on comparable market peers effective the first pay period following adoption of this resolution; and
5. Approves the adoption of the new classification of Capital Improvements Project Manager.
6. Adopts the fiscal year 2022/23 pay schedule in Exhibit A reflecting these pay adjustments.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution passed and adopted by the City Council of the City of Los Altos at a meeting thereof on the ___ day of ____, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Anita Enander, MAYOR

Attest:

Angel Rodriguez, INTERIM CITY CLERK

Unrepresented Department Heads: Market Range Adjustment to Individual Classifications effective 06/26/22
Unrepresented Management: 5% increase or Market Adjustment effective 06/26/22
Unrepresented Confidential: 5% increase effective 06/26/22

POA (Sworn): 3.5% increase effective 06/26/22
POA (Non-Sworn): 3.5% increase effective 06/26/22
POA: 1.9% increase for classifications receiving Holiday In Lieu Pay effective 10/16/22

LAMEA: 3.5% increase effective 06/26/22
Teamsters: 5% increase effective 06/26/22

*New Classification for FY 22/23
 ^Market Adjustment
 + Market Range Adjustment

City of Los Altos - Full Time Salary Schedule FY 22/23
Resolution 2022-53

<i>Unrep. Department Head Classifications</i>	<i>FLSA Status</i>	Biweekly					Monthly					Annual				
		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	Exempt					\$9,426.73					\$20,424.58					\$245,095.00
Assistant City Manager+	Exempt	\$7,601.89		Open Range		\$9,240.10	\$16,470.77		Open Range		\$20,020.22	\$197,649.23		Open Range		\$240,242.58
Police Chief+	Exempt	\$7,371.71		Open Range		\$8,960.31	\$15,972.03		Open Range		\$19,414.00	\$191,664.34		Open Range		\$232,967.96
Public Works Director/City Engineer	Exempt	\$6,741.58		Open Range		\$8,500.33	\$14,606.75		Open Range		\$18,417.38	\$175,280.96		Open Range		\$221,008.58
Utilities and Environmental Director*	Exempt	\$6,741.58		Open Range		\$8,500.33	\$14,606.75		Open Range		\$18,417.38	\$175,280.96		Open Range		\$221,008.58
Finance Director	Exempt	\$6,690.14		Open Range		\$8,500.33	\$14,495.30		Open Range		\$18,417.38	\$173,943.65		Open Range		\$221,008.58
Parks, Recreation, & Community Services Director*	Exempt	\$6,465.34		Open Range		\$8,500.33	\$14,008.23		Open Range		\$18,417.38	\$168,098.73		Open Range		\$221,008.58
Development Services Director+	Exempt	\$6,774.39		Open Range		\$8,500.33	\$14,677.85		Open Range		\$18,417.38	\$176,134.15		Open Range		\$221,008.58
Human Resources Director*	Exempt	\$6,310.38		Open Range		\$7,670.27	\$13,672.49		Open Range		\$16,618.91	\$164,069.88		Open Range		\$199,426.94

<i>Unrep. Management Classifications</i>	<i>FLSA Status</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 Captain	Exempt	\$6,652.31	\$6,984.93	\$7,334.17	\$7,700.88	\$8,085.92	\$14,413.34	\$15,134.01	\$15,890.71	\$16,685.24	\$17,519.50	\$172,960.07	\$181,608.08	\$190,688.48	\$200,222.90	\$210,234.05
Capital Improvement Projects Manager*	Exempt	\$6,331.76	\$6,648.35	\$6,980.77	\$7,329.81	\$7,696.30	\$13,718.82	\$14,404.77	\$15,125.00	\$15,881.25	\$16,675.32	\$164,625.89	\$172,857.18	\$181,500.04	\$190,575.04	\$200,103.80
Deputy City Manager	Exempt	\$6,026.66	\$6,328.00	\$6,644.40	\$6,976.62	\$7,325.45	\$13,057.77	\$13,710.66	\$14,396.20	\$15,116.01	\$15,871.81	\$156,693.29	\$164,527.95	\$172,754.35	\$181,392.07	\$190,461.67
Engineering Services Manager	Exempt	\$6,026.66	\$6,328.00	\$6,644.40	\$6,976.62	\$7,325.45	\$13,057.77	\$13,710.66	\$14,396.20	\$15,116.01	\$15,871.81	\$156,693.29	\$164,527.95	\$172,754.35	\$181,392.07	\$190,461.67
Financial Services Manager	Exempt	\$6,026.66	\$6,328.00	\$6,644.40	\$6,976.62	\$7,325.45	\$13,057.77	\$13,710.66	\$14,396.20	\$15,116.01	\$15,871.81	\$156,693.29	\$164,527.95	\$172,754.35	\$181,392.07	\$190,461.67
Information Technology Manager	Exempt	\$6,026.66	\$6,328.00	\$6,644.40	\$6,976.62	\$7,325.45	\$13,057.77	\$13,710.66	\$14,396.20	\$15,116.01	\$15,871.81	\$156,693.29	\$164,527.95	\$172,754.35	\$181,392.07	\$190,461.67
Human Resources Manager	Exempt	\$6,026.66	\$6,328.00	\$6,644.40	\$6,976.62	\$7,325.45	\$13,057.77	\$13,710.66	\$14,396.20	\$15,116.01	\$15,871.81	\$156,693.29	\$164,527.95	\$172,754.35	\$181,392.07	\$190,461.67
Building Official	Exempt	\$5,596.36	\$5,876.18	\$6,169.98	\$6,478.48	\$6,802.41	\$12,125.44	\$12,731.71	\$13,368.30	\$14,036.71	\$14,738.55	\$145,505.30	\$152,780.56	\$160,419.59	\$168,440.57	\$176,862.60
Development Services Manager*	Exempt	\$5,596.36	\$5,876.18	\$6,169.98	\$6,478.48	\$6,802.41	\$12,125.44	\$12,731.71	\$13,368.30	\$14,036.71	\$14,738.55	\$145,505.30	\$152,780.56	\$160,419.59	\$168,440.57	\$176,862.60
Planning Services Manager	Exempt	\$5,596.36	\$5,876.18	\$6,169.98	\$6,478.48	\$6,802.41	\$12,125.44	\$12,731.71	\$13,368.30	\$14,036.71	\$14,738.55	\$145,505.30	\$152,780.56	\$160,419.59	\$168,440.57	\$176,862.60
Police Services Manager	Exempt	\$5,596.36	\$5,876.18	\$6,169.98	\$6,478.48	\$6,802.41	\$12,125.44	\$12,731.71	\$13,368.30	\$14,036.71	\$14,738.55	\$145,505.30	\$152,780.56	\$160,419.59	\$168,440.57	\$176,862.60
Transportation Services Manager	Exempt	\$5,596.36	\$5,876.18	\$6,169.98	\$6,478.48	\$6,802.41	\$12,125.44	\$12,731.71	\$13,368.30	\$14,036.71	\$14,738.55	\$145,505.30	\$152,780.56	\$160,419.59	\$168,440.57	\$176,862.60
Economic Development Manager	Exempt	\$5,459.86	\$5,732.85	\$6,019.50	\$6,320.47	\$6,636.50	\$11,829.70	\$12,421.18	\$13,042.24	\$13,694.36	\$14,379.07	\$141,956.39	\$149,054.21	\$156,506.92	\$164,332.26	\$172,548.88
City Clerk^	Exempt	\$5,158.02	\$5,415.93	\$5,686.72	\$5,971.06	\$6,269.61	\$11,175.72	\$11,734.50	\$12,321.23	\$12,937.29	\$13,584.16	\$134,108.62	\$140,814.05	\$147,854.75	\$155,247.49	\$163,009.87
Special Projects Manager	Exempt	\$5,196.77	\$5,456.61	\$5,729.44	\$6,015.92	\$6,316.71	\$11,259.68	\$11,822.66	\$12,413.79	\$13,034.48	\$13,686.21	\$135,116.13	\$141,871.94	\$148,965.54	\$156,413.81	\$164,234.50
Project Manager	Exempt	\$5,196.77	\$5,456.61	\$5,729.44	\$6,015.92	\$6,316.71	\$11,259.68	\$11,822.66	\$12,413.79	\$13,034.48	\$13,686.21	\$135,116.13	\$141,871.94	\$148,965.54	\$156,413.81	\$164,234.50
Public Information Officer^	Exempt	\$4,828.91	\$5,070.36	\$5,323.88	\$5,590.07	\$5,869.57	\$10,462.65	\$10,985.78	\$11,535.07	\$12,111.82	\$12,717.41	\$125,551.75	\$131,829.34	\$138,420.81	\$145,341.85	\$152,608.94
Assistant to the City Manager	Exempt	\$4,946.36	\$5,193.68	\$5,453.37	\$5,726.04	\$6,012.34	\$10,717.12	\$11,252.98	\$11,815.63	\$12,406.41	\$13,026.73	\$128,605.48	\$135,035.75	\$141,787.54	\$148,876.92	\$156,320.76
Recreation Manager	Exempt	\$4,481.16	\$4,705.22	\$4,940.48	\$5,187.51	\$5,446.88	\$9,709.18	\$10,194.64	\$10,704.38	\$11,239.60	\$11,801.57	\$116,510.22	\$122,335.73	\$128,452.51	\$134,875.14	\$141,618.90

<i>Unrep. Confidential Classifications</i>	<i>FLSA Status</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
Senior Accountant	Exempt	\$4,282.03	\$4,496.13	\$4,720.93	\$4,956.98	\$5,204.83	\$9,277.73	\$9,741.61	\$10,228.69	\$10,740.13	\$11,277.13	\$111,332.70	\$116,899.34	\$122,744.30	\$128,881.52	\$135,325.59
Senior Human Resources Analyst*	Exempt	\$4,282.03	\$4,496.13	\$4,720.93	\$4,956.98	\$5,204.83	\$9,277.73	\$9,741.61	\$10,228.69	\$10,740.13	\$11,277.13	\$111,332.70	\$116,899.34	\$122,744.30	\$128,881.52	\$135,325.59
Management Analyst II	Exempt	\$4,177.59	\$4,386.47	\$4,605.79	\$4,836.08	\$5,077.88	\$9,051.44	\$9,504.01	\$9,979.21	\$10,478.17	\$11,002.08	\$108,617.27	\$114,048.13	\$119,750.54	\$125,738.07	\$132,024.97
Human Resources Analyst	Exempt	\$3,976.29	\$4,175.10	\$4,383.86	\$4,603.05	\$4,833.20	\$8,615.29	\$9,046.05	\$9,498.36	\$9,973.29	\$10,471.94	\$103,383.48	\$108,552.65	\$113,980.29	\$119,679.30	\$125,663.27
Management Analyst I	Exempt	\$3,784.69	\$3,973.92	\$4,172.62	\$4,381.25	\$4,600.31	\$8,200.16	\$8,610.16	\$9,040.67	\$9,492.71	\$9,967.34	\$98,401.89	\$103,321.98	\$108,488.08	\$113,912.48	\$119,608.11
Assistant City Clerk*	Exempt	\$3,784.69	\$3,973.92	\$4,172.62	\$4,381.25	\$4,600.31	\$8,200.16	\$8,610.16	\$9,040.67	\$9,492.71	\$9,967.34	\$98,401.89	\$103,321.98	\$108,488.08	\$113,912.48	\$119,608.11
Executive Assistant to the City Manager	Non-Exempt	\$3,428.74	\$3,600.18	\$3,780.19	\$3,969.20	\$4,167.66	\$7,428.94	\$7,800.38	\$8,190.40	\$8,599.92	\$9,029.92	\$89,147.25	\$93,604.61	\$98,284.84	\$103,199.09	\$108,359.04
Human Resources Technician	Non-Exempt	\$3,263.52	\$3,426.70	\$3,598.04	\$3,777.94	\$3,966.83	\$7,070.97	\$7,424.52	\$7,795.74	\$8,185.53	\$8,594.81	\$84,851.64	\$89,094.22	\$93,548.93	\$98,226.38	\$103,137.70
Deputy City Clerk	Exempt	\$3,106.27	\$3,261.58	\$3,424.66	\$3,595.90	\$3,775.69	\$6,730.25	\$7,066.76	\$7,420.10	\$7,791.11	\$8,180.66	\$80,763.01	\$84,801.16	\$89,041.22	\$93,493.28	\$98,167.94

City of Los Altos - Full Time Salary Schedule FY 22/23
Resolution 2022-53

LAMEA Classifications	FLSA Status	Biweekly					Monthly					Annual				
		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
Senior Engineer	Exempt	\$5,136.39	\$5,393.21	\$5,662.87	\$5,946.02	\$6,243.32	\$11,128.85	\$11,685.29	\$12,269.56	\$12,883.04	\$13,527.19	\$133,546.21	\$140,223.52	\$147,234.70	\$154,596.43	\$162,326.25
Senior Planner	Exempt	\$5,017.65	\$5,268.53	\$5,531.96	\$5,808.56	\$6,098.99	\$10,871.58	\$11,415.16	\$11,985.92	\$12,585.21	\$13,214.47	\$130,458.95	\$136,981.89	\$143,830.99	\$151,022.54	\$158,573.66
Network Systems Administrator	Non-Exempt	\$4,583.40	\$4,812.57	\$5,053.20	\$5,305.86	\$5,571.15	\$9,930.70	\$10,427.23	\$10,948.59	\$11,496.02	\$12,070.83	\$119,168.38	\$125,126.80	\$131,383.14	\$137,952.30	\$144,849.91
Associate Civil Engineer	Non-Exempt	\$4,482.75	\$4,706.89	\$4,942.23	\$5,189.35	\$5,448.81	\$9,712.63	\$10,198.26	\$10,708.17	\$11,243.58	\$11,805.76	\$116,551.56	\$122,379.13	\$128,498.09	\$134,923.00	\$141,669.15
Information Technology Analyst	Exempt	\$4,365.14	\$4,583.40	\$4,812.57	\$5,053.20	\$5,305.86	\$9,457.81	\$9,930.70	\$10,427.23	\$10,948.59	\$11,496.02	\$113,493.70	\$119,168.38	\$125,126.80	\$131,383.14	\$137,952.30
Associate Planner	Non-Exempt	\$4,233.96	\$4,445.66	\$4,667.94	\$4,901.34	\$5,146.41	\$9,173.58	\$9,632.26	\$10,113.88	\$10,619.57	\$11,150.55	\$110,083.00	\$115,587.15	\$121,366.51	\$127,434.84	\$133,806.58
Senior Building Inspector	Exempt	\$4,176.29	\$4,385.10	\$4,604.36	\$4,834.57	\$5,076.30	\$9,048.62	\$9,501.05	\$9,976.11	\$10,474.91	\$10,998.66	\$108,583.48	\$114,012.65	\$119,713.28	\$125,698.95	\$131,983.89
Assistant Civil Engineer	Non-Exempt	\$3,962.55	\$4,160.68	\$4,368.72	\$4,587.15	\$4,816.51	\$8,585.53	\$9,014.81	\$9,465.55	\$9,938.83	\$10,435.77	\$103,026.40	\$108,177.72	\$113,586.61	\$119,265.94	\$125,229.23
Accountant*	Non-Exempt	\$3,924.27	\$4,120.48	\$4,326.51	\$4,542.83	\$4,769.97	\$8,502.59	\$8,927.71	\$9,374.10	\$9,842.80	\$10,334.95	\$102,031.02	\$107,132.57	\$112,489.20	\$118,113.66	\$124,019.34
Senior Recreation Supervisor	Non-Exempt	\$3,919.58	\$4,115.56	\$4,321.34	\$4,537.40	\$4,764.28	\$8,492.43	\$8,917.05	\$9,362.90	\$9,831.04	\$10,322.60	\$101,909.11	\$107,004.56	\$112,354.79	\$117,972.53	\$123,871.16
Maintenance Supervisor	Non-Exempt	\$3,843.81	\$4,036.00	\$4,237.80	\$4,449.69	\$4,672.18	\$8,328.26	\$8,744.67	\$9,181.91	\$9,641.00	\$10,123.05	\$99,939.14	\$104,936.09	\$110,182.90	\$115,692.04	\$121,476.65
Economic Development Coordinator	Non-Exempt	\$3,842.68	\$4,034.82	\$4,236.56	\$4,448.38	\$4,670.80	\$8,325.81	\$8,742.10	\$9,179.21	\$9,638.17	\$10,120.08	\$99,909.74	\$104,905.22	\$110,150.48	\$115,658.01	\$121,440.91
Sustainability Coordinator	Non-Exempt	\$3,842.68	\$4,034.82	\$4,236.56	\$4,448.38	\$4,670.80	\$8,325.81	\$8,742.10	\$9,179.21	\$9,638.17	\$10,120.08	\$99,909.74	\$104,905.22	\$110,150.48	\$115,658.01	\$121,440.91
Public Information Coordinator	Non-Exempt	\$3,842.68	\$4,034.82	\$4,236.56	\$4,448.38	\$4,670.80	\$8,325.81	\$8,742.10	\$9,179.21	\$9,638.17	\$10,120.08	\$99,909.74	\$104,905.22	\$110,150.48	\$115,658.01	\$121,440.91
Assistant Planner	Non-Exempt	\$3,832.50	\$4,024.13	\$4,225.34	\$4,436.60	\$4,658.43	\$8,303.76	\$8,718.95	\$9,154.89	\$9,612.64	\$10,093.27	\$99,645.11	\$104,627.37	\$109,858.74	\$115,351.67	\$121,119.26
Building Inspector	Non-Exempt	\$3,778.22	\$3,967.13	\$4,165.49	\$4,373.77	\$4,592.45	\$8,186.15	\$8,595.46	\$9,025.23	\$9,476.49	\$9,950.32	\$98,233.79	\$103,145.48	\$108,302.76	\$113,717.89	\$119,403.79
Recreation Supervisor	Non-Exempt	\$3,728.46	\$3,914.89	\$4,110.63	\$4,316.16	\$4,531.97	\$8,078.34	\$8,482.26	\$8,906.37	\$9,351.69	\$9,819.27	\$96,940.08	\$101,787.09	\$106,876.44	\$112,220.26	\$117,831.27
GIS Technician	Non-Exempt	\$3,601.81	\$3,781.90	\$3,970.99	\$4,169.54	\$4,378.02	\$7,803.92	\$8,194.11	\$8,603.82	\$9,034.01	\$9,485.71	\$93,647.00	\$98,329.35	\$103,245.82	\$108,408.11	\$113,828.51
Junior Engineer	Non-Exempt	\$3,601.81	\$3,781.90	\$3,970.99	\$4,169.54	\$4,378.02	\$7,803.92	\$8,194.11	\$8,603.82	\$9,034.01	\$9,485.71	\$93,647.00	\$98,329.35	\$103,245.82	\$108,408.11	\$113,828.51
Police Records Supervisor	Non-Exempt	\$3,601.81	\$3,781.90	\$3,970.99	\$4,169.54	\$4,378.02	\$7,803.92	\$8,194.11	\$8,603.82	\$9,034.01	\$9,485.71	\$93,647.00	\$98,329.35	\$103,245.82	\$108,408.11	\$113,828.51
Construction Inspector	Non-Exempt	\$3,429.92	\$3,601.41	\$3,781.48	\$3,970.56	\$4,169.08	\$7,431.48	\$7,803.06	\$8,193.21	\$8,602.87	\$9,033.02	\$89,177.82	\$93,636.71	\$98,318.54	\$103,234.47	\$108,396.20
Engineering Technician	Non-Exempt	\$3,429.92	\$3,601.41	\$3,781.48	\$3,970.56	\$4,169.08	\$7,431.48	\$7,803.06	\$8,193.21	\$8,602.87	\$9,033.02	\$89,177.82	\$93,636.71	\$98,318.54	\$103,234.47	\$108,396.20
Information Technology Technician	Non-Exempt	\$3,314.57	\$3,480.30	\$3,654.31	\$3,837.03	\$4,028.88	\$7,181.56	\$7,540.64	\$7,917.67	\$8,313.56	\$8,729.24	\$86,178.76	\$90,487.70	\$95,012.09	\$99,762.69	\$104,750.82
Code Enforcement Officer*	Non-Exempt	\$3,231.83	\$3,393.42	\$3,563.09	\$3,741.25	\$3,928.31	\$7,002.30	\$7,352.41	\$7,720.03	\$8,106.04	\$8,511.34	\$84,027.58	\$88,228.96	\$92,640.41	\$97,272.43	\$102,136.05
Accounting Technician II	Non-Exempt	\$3,118.93	\$3,274.87	\$3,438.62	\$3,610.55	\$3,791.08	\$6,757.68	\$7,095.56	\$7,450.34	\$7,822.86	\$8,214.00	\$81,092.13	\$85,146.73	\$89,404.07	\$93,874.27	\$98,567.99
Permit Technician	Non-Exempt	\$3,035.24	\$3,187.01	\$3,346.36	\$3,513.67	\$3,689.36	\$6,576.36	\$6,905.18	\$7,250.44	\$7,612.96	\$7,993.61	\$78,916.34	\$82,862.16	\$87,005.27	\$91,355.53	\$95,923.31
Executive Assistant	Non-Exempt	\$2,943.64	\$3,090.83	\$3,245.37	\$3,407.64	\$3,578.02	\$6,377.89	\$6,696.79	\$7,031.63	\$7,383.21	\$7,752.37	\$76,534.74	\$80,361.48	\$84,379.55	\$88,598.53	\$93,028.45
Recreation Coordinator	Non-Exempt	\$2,831.69	\$2,973.27	\$3,121.94	\$3,278.03	\$3,441.93	\$6,135.32	\$6,442.09	\$6,764.19	\$7,102.40	\$7,457.52	\$73,623.89	\$77,305.08	\$81,170.34	\$85,228.86	\$89,490.30
Facilities Coordinator	Non-Exempt	\$2,831.69	\$2,973.27	\$3,121.94	\$3,278.03	\$3,441.93	\$6,135.32	\$6,442.09	\$6,764.19	\$7,102.40	\$7,457.52	\$73,623.89	\$77,305.08	\$81,170.34	\$85,228.86	\$89,490.30
Lead Records Specialist	Non-Exempt	\$2,748.00	\$2,885.40	\$3,029.67	\$3,181.16	\$3,340.22	\$5,954.01	\$6,251.71	\$6,564.29	\$6,892.51	\$7,237.13	\$71,448.10	\$75,020.51	\$78,771.53	\$82,710.11	\$86,845.62
Accounting Technician I	Non-Exempt	\$2,708.42	\$2,843.84	\$2,986.04	\$3,135.34	\$3,292.11	\$5,868.25	\$6,161.66	\$6,469.75	\$6,793.23	\$7,132.90	\$70,419.02	\$73,939.97	\$77,636.96	\$81,518.81	\$85,594.75
Records Specialist	Non-Exempt	\$2,495.82	\$2,620.61	\$2,751.64	\$2,889.22	\$3,033.69	\$5,407.61	\$5,677.99	\$5,961.89	\$6,259.99	\$6,572.99	\$64,891.34	\$68,135.91	\$71,542.71	\$75,119.84	\$78,875.83
Accounting Office Assistant I	Non-Exempt	\$2,381.60	\$2,500.68	\$2,625.72	\$2,757.00	\$2,894.85	\$5,160.14	\$5,418.15	\$5,689.06	\$5,973.51	\$6,272.18	\$61,921.69	\$65,017.77	\$68,268.66	\$71,682.10	\$75,266.20
Office Assistant II	Non-Exempt	\$2,372.56	\$2,491.18	\$2,615.74	\$2,746.53	\$2,883.86	\$5,140.54	\$5,397.57	\$5,667.44	\$5,950.82	\$6,248.36	\$61,686.47	\$64,770.79	\$68,009.33	\$71,409.80	\$74,980.29
Office Assistant I	Non-Exempt	\$2,130.55	\$2,237.08	\$2,348.93	\$2,466.38	\$2,589.70	\$4,616.19	\$4,847.00	\$5,089.35	\$5,343.82	\$5,611.01	\$55,394.33	\$58,164.05	\$61,072.25	\$64,125.86	\$67,332.16

City of Los Altos - Full Time Salary Schedule FY 22/23
 Resolution 2022-53

POA Classifications	FLSA Status	Biweekly					Monthly					Annual				
		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 Sergeant	Non-Exempt	\$5,210.60	\$5,471.13	\$5,744.68	\$6,031.92	\$6,333.51	\$11,289.63	\$11,854.11	\$12,446.81	\$13,069.15	\$13,722.61	\$135,475.51	\$142,249.29	\$149,361.75	\$156,829.84	\$164,671.33
Police Agent	Non-Exempt	\$4,635.66	\$4,867.44	\$5,110.81	\$5,366.35	\$5,634.67	\$10,043.92	\$10,546.12	\$11,073.43	\$11,627.10	\$12,208.45	\$120,527.10	\$126,553.45	\$132,881.13	\$139,525.18	\$146,501.44
Police Officer	Non-Exempt	\$4,415.40	\$4,636.17	\$4,867.97	\$5,111.37	\$5,366.94	\$9,566.69	\$10,045.03	\$10,547.28	\$11,074.64	\$11,628.37	\$114,800.30	\$120,540.32	\$126,567.33	\$132,895.70	\$139,540.48
Lead Communications Officer	Non-Exempt	\$4,315.80	\$4,531.59	\$4,758.17	\$4,996.08	\$5,245.88	\$9,350.91	\$9,818.45	\$10,309.37	\$10,824.84	\$11,366.08	\$112,210.86	\$117,821.41	\$123,712.48	\$129,898.10	\$136,393.01
Police Officer Trainee	Non-Exempt	\$4,204.17	\$4,414.38	\$4,635.10	\$4,866.85	\$5,110.20	\$9,109.04	\$9,564.49	\$10,042.71	\$10,544.85	\$11,072.09	\$109,308.45	\$114,773.87	\$120,512.56	\$126,538.19	\$132,865.10
Communications Officer	Non-Exempt	\$3,921.63	\$4,117.71	\$4,323.60	\$4,539.78	\$4,766.77	\$8,496.86	\$8,921.71	\$9,367.79	\$9,836.18	\$10,327.99	\$101,962.37	\$107,060.49	\$112,413.51	\$118,034.19	\$123,935.90
Community Service Officer	Non-Exempt	\$3,088.01	\$3,242.41	\$3,404.53	\$3,574.76	\$3,753.50	\$6,690.69	\$7,025.23	\$7,376.49	\$7,745.31	\$8,132.58	\$80,288.29	\$84,302.71	\$88,517.84	\$92,943.73	\$97,590.92

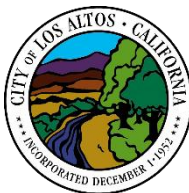
City of Los Altos - Full Time Salary Schedule FY 22/23
 Resolution 2022-53

Teamsters Classifications	FLSA Status	Biweekly					Monthly					Annual				
		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
Senior Wastewater Maintenance Worker*	Non-Exempt	\$3,587.57		Open Range		\$4,360.71	\$7,773.07	Open Range			\$9,448.21	\$93,276.82	Open Range			\$113,378.56
Senior Maintenance Technician	Non-Exempt	\$3,416.73	\$3,587.56	\$3,766.94	\$3,955.29	\$4,153.05	\$7,402.91	\$7,773.05	\$8,161.71	\$8,569.79	\$8,998.28	\$88,834.91	\$93,276.65	\$97,940.48	\$102,837.51	\$107,979.38
Wastewater Maintenance Worker II*	Non-Exempt	\$3,261.43		Open Range		\$3,964.29	\$7,066.43	Open Range			\$8,589.29	\$84,797.18	Open Range			\$103,071.50
Equipment Mechanic	Non-Exempt	\$3,106.12	\$3,261.42	\$3,424.49	\$3,595.72	\$3,775.50	\$6,729.92	\$7,066.41	\$7,419.73	\$7,790.72	\$8,180.26	\$80,759.01	\$84,796.96	\$89,036.80	\$93,488.64	\$98,163.08
Maintenance Leadworker	Non-Exempt	\$3,106.12	\$3,261.42	\$3,424.49	\$3,595.72	\$3,775.50	\$6,729.92	\$7,066.41	\$7,419.73	\$7,790.72	\$8,180.26	\$80,759.01	\$84,796.96	\$89,036.80	\$93,488.64	\$98,163.08
Maintenance Technician	Non-Exempt	\$3,106.12	\$3,261.42	\$3,424.49	\$3,595.72	\$3,775.50	\$6,729.92	\$7,066.41	\$7,419.73	\$7,790.72	\$8,180.26	\$80,759.01	\$84,796.96	\$89,036.80	\$93,488.64	\$98,163.08
Wastewater Maintenance Worker I*	Non-Exempt	\$2,959.03		Open Range		\$3,596.72	\$6,411.23	Open Range			\$7,792.89	\$76,934.78	Open Range			\$93,514.71
Maintenance Worker II	Non-Exempt	\$2,818.12	\$2,959.02	\$3,106.97	\$3,262.32	\$3,425.44	\$6,105.92	\$6,411.21	\$6,731.77	\$7,068.36	\$7,421.78	\$73,271.01	\$76,934.56	\$80,781.28	\$84,820.35	\$89,061.37
Maintenance Worker I	Non-Exempt	\$2,492.03	\$2,616.63	\$2,747.47	\$2,884.84	\$3,029.08	\$5,399.40	\$5,669.37	\$5,952.84	\$6,250.49	\$6,563.01	\$64,792.86	\$68,032.50	\$71,434.12	\$75,005.83	\$78,756.12

City of Los Altos - Part-Time Hourly Rate Schedule FY 22/23

Resolution 2022-53

<i>Part-Time Classifications Title</i>	<i>FLSA Status</i>	<i>Employment Status</i>	<i>Rate Type</i>	<i>Min</i>	<i>Max</i>
Network Engineer	Non-Exempt	Part-Time	Hourly	\$50.00	\$75.00
Public Safety Specialist - Dispatch	Non-Exempt	Part-Time	Hourly	\$51.00	\$68.34
Project Manager	Non-Exempt	Part-Time	Hourly	\$42.50	\$66.30
Property & Evidence CSO	Non-Exempt	Part-Time	Hourly	\$43.12	\$52.41
Emergency Preparedness Coordinator	Non-Exempt	Part-Time	Hourly	\$35.70	\$51.00
Police Officer (Reserve) - Level I	Non-Exempt	Part-Time	Hourly	\$49.00	\$49.00
Department Support Specialist	Non-Exempt	Part-Time	Hourly	\$35.70	\$45.90
IT Technician	Non-Exempt	Part-Time	Hourly	\$32.64	\$45.90
Parking Enforcement Officer	Non-Exempt	Part-Time	Hourly	\$35.70	\$42.84
Public Safety Specialist - Records	Non-Exempt	Part-Time	Hourly	\$26.52	\$42.84
Project Coordinator	Non-Exempt	Part-Time	Hourly	\$30.60	\$40.80
Preschool Teacher III	Non-Exempt	Part-Time	Hourly	\$25.00	\$31.67
Recreation Specialist	Non-Exempt	Part-Time	Hourly	\$25.00	\$30.00
Clerical Assistant II	Non-Exempt	Part-Time	Hourly	\$23.75	\$29.16
Maintenance Worker I	Non-Exempt	Part-Time	Hourly	\$22.44	\$27.54
Preschool Teacher II	Non-Exempt	Temporary	Hourly	\$20.50	\$24.75
Clerical Assistant I	Non-Exempt	Part-Time	Hourly	\$17.75	\$22.75
Recreation Leader III	Non-Exempt	Seasonal	Hourly	\$18.75	\$21.75
Facility Attendant	Non-Exempt	Part-Time	Hourly	\$16.40	\$20.60
Intern	Non-Exempt	Temporary	Hourly	\$16.40	\$20.40
Preschool Teacher I	Non-Exempt	Temporary	Hourly	\$16.40	\$19.75
Recreation Leader II	Non-Exempt	Seasonal	Hourly	\$16.75	\$18.75
Recreation Leader I	Non-Exempt	Seasonal	Hourly	\$16.40	\$16.75
Council Member	Non-Exempt	Part-Time	Stipend	Stipend \$300.00 / Month	
Police Officer (Reserve) - Level II	Non-Exempt	Per-Diem	Stipend	Stipend \$200.00 / Month	



AGENDA REPORT SUMMARY

Meeting Date: October 11, 2022

Subject Consider approval of the updated License Agreement with SFPUC for Hetch Hetchy Trail in Los Altos; find that the approval of the agreement is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15301 (Existing Facilities).

Prepared by: Manny A. Hernandez, Parks and Recreation Director

Approved by: Gabriel Engeland, City Manager

Attachment(s):

- 1. Draft Revocable License to City of Los Altos (SFPUC draft 9.16.22)(v .6)
- 2. License Area
 - 2a. Revocable Permit GEN-0215 dated April 4.1961
 - 2b. Revocable Permit GEN-0687 dated May 21, 1963
 - 2c. Land Use Permit GEN-1339 dated May 9. 1972
 - 2d. Bridge Full Plan Set
 - 2e. Land Use Permit dated Feb 4.1987 (P3137B)
 - 2f. Permit_to_City_of_Los_Altos_P3137A
- 3. Maintenance Parcels
- 4. Deeds
- 5. Right of Way Integrated Vegetation Management Policy
- 6. Encroachment Policy 2007

Initiated by:

Staff

Previous Council Consideration:

None

Fiscal Impact:

None

Environmental Review:

The approval of the updated license agreement is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15301 (Existing Facilities) in that the only work required under the agreement is limited to the operation, repair,

Reviewed By:

City Manager

GE

City Attorney

JH

Finance Director

JE



Subject: Updated License Agreement with SFPUC for Hetch Hetchy Trail in Los Altos

maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use, and none of the circumstances identified in CEQA Guidelines Section 15300.2 applies.

Policy Question(s) for Council Consideration:

- Does City Council desire to maintain usage of the easement on the SFPUC property as a public recreation trail?
 - If so, does City Council wish to amend the license agreement with the SFPUC under the proposed terms?

Summary:

- Keeping the SFPUC parcels open as a bicycle and pedestrian trail is important to the public
- There will be a noticeable impact when the vegetation along the trail is brought up to current vegetation management policy as mandated by SFPUC
- Protection and maintenance of the SFPUC infrastructure is vital
- Staff will work with SFPUC to maintain as much current vegetation as possible under the updated license agreement and vegetation management policy

Staff Recommendation:

Staff recommends the City Council authorize the City Manager to execute the updated license agreement with the San Francisco Public Utilities Commission for the continued use of the Hetch Hetchy Trail as a publicly accessible recreation trail that connects with Palo Alto across the Adobe Creek pedestrian bridge.

Direct staff to work with SFPUC to maintain as much current vegetation as possible while complying with the updated license agreement and vegetation management policy.

Purpose

Provide continued public bicycle and pedestrian access along the Hetch Hetchy Trail that connects with Palo Alto at the Adobe Creek pedestrian bridge and begin maintenance of three additional parcels located on the east side of Los Altos Avenue which are currently maintained by SFPUC.

Background

The San Francisco Public Utilities Commission (“SFPUC”) is responsible for the delivery of potable water and the collection and treatment of wastewater for some 800,000 customers within the City of San Francisco; it is also responsible for the delivery of potable water to 26 other water retailers with a customer base of 1.8 million.



Subject: Updated License Agreement with SFPUC for Hetch Hetchy Trail in Los Altos

The City of Los Altos currently has a land use permit with the San Francisco Public Utilities Commission that allows the City to maintain SFPUC parcel numbers 236 and 237 (between Los Altos Ave. and the Adobe Creek pedestrian bridge) as a bike and pedestrian path that connects to Palo Alto along the Hetch Hetchy trail. As part of this land use permit the City is expected to maintain the landscaping along these parcels and are subject to approval by the SFPUC for any modifications or improvements. There are three additional SFPUC parcels (numbers 233-A and portions of 232-A and 234-A) within City of Los Altos property that are not included in the current Land Use Permit, but would be incorporated into the permit if the recommended license agreement is approved by the City Council.

SFPUC will complete the maintenance of the parcels by removing vegetation that is not in conformance with their vegetation management policy regardless of whether or not the City agrees to an updated license agreement.

Discussion/Analysis

The San Francisco Public Utilities Commission is mandating updates to the current land use permit with the City of Los Altos that would allow for the continued public use of the Hetch Hetchy trail as a bike and pedestrian trail that connects to Palo Alto across Adobe Creek. The required updates will be part of a License Agreement between the SFPUC and the City of Los Altos.

As part of the license agreement, the City of Los Altos will be expected to maintain all or a portion of three additional parcels of land between Los Altos Avenue and Mercedes Avenue, as well as maintain both parcels included in the current Land Use agreement, in accordance with the SFPUC amended Right of Way Integrated Vegetation Management Policy. The initial work to bring the vegetation up to the SFPUC amended policy will be done by the SFPUC before handing over maintenance duties to the City.

According to the SFPUC Vegetation Management Policy, it is established to manage vegetation on the transmission, distribution and collection systems within the SFPUC Right of Way so that it does not pose a threat or hazard to the system’s integrity and infrastructure or impede utility maintenance and operations. The existence of large woody vegetation and water transmission lines within the right of way are not considered compatible. Roots can impact transmission pipelines by causing corrosion. The existence of trees and other vegetation directly adjacent to pipelines makes emergency and annual maintenance very difficult, hazardous, and expensive, and increases concerns for public safety. The risk of fire within the ROW is always a concern and the reduction of fire ladder fuels within these corridors is another reason to modify the vegetation mosaic. One of the other objectives of this policy is to reduce and eliminate as much as practicable the use of herbicides on vegetation within the right of way and to implement integrated pest management.



Subject: Updated License Agreement with SFPUC for Hetch Hetchy Trail in Los Altos

The following is a guideline for the size at maturity of plants (small trees, shrubs, and groundcover) that may be permitted to be used as landscape materials. Note: All distance measurements are for mature trees and plants measured from the edge of the drip-line to the edge of the pipeline.

- Plants that may be permitted to be planted directly above existing and future pipelines: shallow rooted plants such as ground cover, grasses, flowers, and very low growing plants that grow to a maximum of one foot in height at maturity.
- Plants that may be permitted to be planted 15–25 feet from the edge of existing and future pipelines: shrubs and plants that grow to a maximum of five feet in height at maturity.
- Plants that may be permitted to be planted 25 feet or more from the edge of existing and future pipelines: small trees or shrubs that grow to a maximum of twenty feet in height and fifteen feet in canopy width.

Trees and plants that exceed the maximum height and size limit (described above) may be permitted within a leased or licensed area provided they are in containers and are above ground. Container load and placement location(s) are subject to review and approval by the SFPUC. Low water use plant species are encouraged and invasive plant species are not allowed. All appurtenances, vaults, and facility infrastructure must remain visible and accessible at all times.

City of Los Altos staff has evaluated the maintenance plan for the current and added parcels to this license agreement and it is not expected to add significant cost or labor hours to the Park Maintenance Division of the Parks and Recreation Department. Under the SFPUC amended Vegetation Management Policy, staff has concluded that maintenance can be accomplished within the current operating budget and maintenance crew staffing levels. There is no expected fiscal impact.

It is anticipated that a significant amount of existing vegetation on the trail will be removed by the SFPUC in order to bring it into compliance with the amended Right of Way Integrated Vegetation Management Policy. City staff has reached out to the residents and trail users in that area to assist in answering questions and relay concerns to the SFPUC. Staff is has also reached out to the SFPUC to get the center of the waterlines marked out. This has been completed to assist in getting a better visual of vegetation distances from the 72” and 90” lines.

City staff also worked with the SFPUC to add wording to Section 3.a.(i) of the License Agreement that states the allows City staff and SFPUC to meet and designate vegetation that will stay in place prior to the actual work being done.

Recommendation

The staff recommends the City Council authorize the City Manager to execute the Revocable License Agreement with the San Francisco Public Utilities Commission.

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION
REVOCABLE LICENSE**

(Replacing and Superseding Four (4) SFPUC Real Estate Agreements identified in
Section 2 of this License)
(License #P4550)

THIS REVOCABLE LICENSE (this “**License**”) dated for reference purposes only as of _____, 2022 (“**Effective Date**”), is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**”), acting by and through its Public Utilities Commission (“**SFPUC**”), and CITY OF LOS ALTOS, a California municipal corporation (“**Licensee**”). City and Licensee are sometimes collectively referred to in this License as the “**Parties**” or singularly as a “**Party**.” This License is entered into with reference to the following facts and understandings of the Parties.

RECITALS

A. City owns certain real property under the SFPUC’s jurisdiction in the City of Los Altos commonly referred to as the Bay Division Pipeline No. 3 and 4 right of way (“**Right of Way**”).

B. Pursuant to that certain Revocable Permit entered into by and between City and Licensee, dated April 4, 1961 (“**GEN-0215**”), City granted Licensee permission to use a portion of the Right of Way designated as SFPUC Parcel No. 236 for a street extension and a six-foot (6’) sewer line, as shown on drawings prepared by George S. Nolte, Consulting Civil Engineer’s, Inc., Sheet 1 of Job No. 246-60 entitled “Improvement Plan Tract No. 2930 Preliminary Los Altos, California” and dated March of 1961, and attached hereto as **Exhibit B-1**.

C. Pursuant to that certain Revocable Permit entered into by and between the City and Licensee, dated May 21, 1963 (“**GEN-0687**”), City granted Licensee permission to use a portion of the Right of Way designated as SFPUC Parcel Nos. 232A, 233B and 234A for Licensee’s use as a cul-de-sac, storm drain and a ten-foot (10’) fire department access roadway, as depicted in the attached San Francisco Water Department Drawing B-2518, attached hereto as **Exhibit B-2**.

D. Pursuant to that certain Land Use Permit entered into by and between City and Licensee, dated May 9, 1972 (“**GEN -1339**”), City granted Licensee permission to use a portion of the Right of Way, designated as SFPUC Parcels Nos. 234A and 236 for the purpose of street widening and landscaping, as reflected in the drawing attached hereto as **Exhibit B-3**. GEN-0215 together with GEN-0687 and GEN-1339 are collectively referred to as the “**Engineering Permits**”.

E. Pursuant to that certain Land Use Permit entered into by and between the City and Licensee, dated June 12, 1974 (“**Permit No. 3137**”), City granted Licensee permission to use a portion of the Right of Way, designated as SFPUC Parcel Nos. 234-A, 236, and 237 for the construction of landscaping and a bicycle path, including a pedestrian bridge, in accordance with the drawing entitled “Preliminary Landscape Plan,” dated July 11, 1973 (revised March 21, 1974)

prepared by Royston, Hanamoto, Beck & Abey, Landscape Architects (“**Landscaping Plans**”), and that set of Plans prepared by George Nolte and Associates, drawing Numbers 6070-73, sheets, 2,3,4 and 5, dated May 1974 and attached hereto as **Exhibit B-4** (“**Bridge Plans**”). The pedestrian bridge shall hereinafter be referred to as the “**Bridge**”.

F. Pursuant to that certain Land Use Permit entered into by and between the City and Licensee, dated February 4, 1987, and effective retroactively as of December 1, 1985 (“**Permit No. 3137B**”), which superseded and revoked Permit No. 3137, City granted Licensee permission to use portions of the Right of Way, being the entirety of SFPUC Parcel No. 233-A, and portions of SFPUC Parcel Nos. 232-A, 234-A, 236 and 237, as depicted on San Francisco Water Department drawing C-1061-1, attached hereto as **Exhibit B-5** for a bicycle path, including the Bridge, and landscaping purposes in accordance with the Landscaping Plans, the Bridge Plans attached hereto as **Exhibit B-4**, and the drawings from the Licensee, dated November 19, 1985, showing added permit area for Licensee, attached hereto as **Exhibit B-6**.

G. Permit No. P3137B was amended by that certain letter from City to Licensee, dated April 22, 2005 (“**Letter Amendment**”), wherein City, in response to Licensee’s request set forth in that certain letter from Licensee to City dated March 22, 2005 (“**Amendment Request**”), agreed to remove the entirety of Parcel 233-A and portions of Parcels 232-A and 234-A from the permit area governed by Permit No. 3137B, thereby leaving Parcels 236 and 237 as areas permitted for Licensee’s use.

H. City and Permittee now desire to enter into this License to, among other things: (a) add back to the areas permitted for Licensee’s use portions of the Right of Way, designated as the entirety of SFPUC Parcel Nos. 233-A and 233-B, and portions of SFPUC Parcel Nos. 232-A and 234-A, that were removed under the Letter Amendment; and (b) revoke, supersede and replace the Engineering Permits and Permit No. 3137B with the terms contained in this License.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are incorporated into this License by this reference, the mutual covenants and obligations of the Parties contained in this License, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agrees as follows.

BASIC LICENSE INFORMATION

The following is a summary of basic license information (“**Basic License Information**”). Each item below shall be deemed to incorporate all of the terms set forth in this License pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this License, the more specific provision shall control.

City:	CITY AND COUNTY OF SAN FRANCISCO, acting by and through its Public Utilities Commission
Licensee:	CITY OF LOS ALTOS, a California municipal corporation

<p>Combined License Area (Section 1 and Section 5(b)):</p>	<p>The Combined License Area shall consist of the Pathway Area and the Maintenance Area.</p>
<p>Pathway Area:</p>	<p>Approximately 80,000 square feet, consisting of SFPUC Parcel Nos. 236 and 237 in Los Altos, California, as more particularly described in the legal description attached as <u>Exhibit A</u> and as shown in the attached <u>Exhibit B</u>, together with any appurtenances.</p>
<p>Maintenance Area (Section 5(b)):</p>	<p>Approximately 50,000 square feet, consisting of portions of SFPUC Parcel Nos. 232-A and 234-A and the entirety of SFPUC Parcel Nos. 233-A and 233-B in Los Altos, California, as shown in the attached <u>Exhibit C</u>.</p>
<p>Term (Section 2):</p>	<p>Month-to-month commencing on the Commencement Date. Actual Commencement Date: _____</p>
<p>Pathway Area Permitted Acts (Section 6(a)):</p>	<p>The “Permitted Acts” within the Pathway Area include the following:</p> <ul style="list-style-type: none"> (i) Maintaining in compliance with all applicable Laws and Disability and Safety Regulations (as defined in Section 11) four (4) disabled-access curb ramps (“ADA Ramps”); (ii) operating, maintaining, and repairing an existing concrete-paved recreational pathway on the Pathway Area, as shown on <u>Exhibit B</u>; (iii) maintaining vegetation consisting of low-growing shrubs, grass and other plants in accordance with the SFPUC Vegetation Management Policy (<u>Exhibit E</u>); (iv) removing all non-compliant vegetation (“Vegetative Encroachments”) that do not comport with the SFPUC Vegetation Management Policy (<u>Exhibit E</u>) and one (1) light pole, in strict accordance with Section 3 (“Encroachment Removal”); (v) maintaining the Bridge; (vi) installing and maintaining signage on the Pathway Area in accordance with Section 5(a); (vii) the use, maintenance, and repair of the street crossing at Estrellita Way, as shown on <u>Exhibit B-1</u>;

	<p>(viii) the use, operation, maintenance, and repair of one (1) six- inch (6”) sewer line at Estrellita Way, as shown on <u>Exhibit B-1</u>;</p> <p>(ix) the use, maintenance, and repair of the street widening at Los Altos Avenue that extends into the Combined License Area, as shown on <u>Exhibit B-3</u>; and</p> <p>(x) the use, maintenance, and repair of the street crossing and storm drain at Via Del Pozo, as shown on <u>Exhibit B-2</u>.</p> <p>The improvements to be installed or maintained by Licensee listed as items (i) and (ii) and (v) through (x) above are collectively referred to as the “Permitted Improvements”.</p>
<p>Maintenance Area Permitted Acts (Section 5(b)):</p>	<p>The “Permitted Acts” within the Maintenance Area include the maintenance of the surface of the parcels owned by City and identified on the attached <u>Exhibit C</u> (the “Maintenance Area”):</p> <ul style="list-style-type: none"> (i) the mowing of grass, removal of weeds, and trimming or removal of trees when necessary in accordance with the SFPUC Vegetation Management Policy or at the discretion of the SFPUC Right of Way Manager and, in any event, at least twice each calendar year, and (ii) the regular (at least once every calendar month) removal of trash, debris, and graffiti as reasonably required or necessary to keep the Maintenance Area in a safe, sanitary, and sightly condition and to prevent the existence of a nuisance on the Maintenance Area.
<p>Licensee’s Share of Property Taxes:</p>	<p>See Section 32 [Taxes, Assessments, Licenses, License Fees, and Liens].</p>
<p>Notices:</p>	<p>See Section 33 [Notices].</p>
<p>Key Contact for City:</p>	<p>SFPUC Real Estate Director</p>
<p>Telephone No. and Email:</p>	<p>(415) 487-5210 RES@sfwater.org</p>
<p>Day-to-Day Contact for City:</p>	<p>Emily Read, SFPUC Right of Way Manager</p>
<p>Telephone No. and Email:</p>	<p>(650) 652-3204</p>

	Eread@sfwater.org
Key Contact for Licensee:	_____
Telephone No. and Email:	(____) ____-____ _____
Alternate Contact for Licensee:	_____
Telephone No. and Email:	(____) ____-____ _____

City and Licensee agree as follows:

1. License; Supersession and Revocation.

(a) **License.** City confers to Licensee a revocable, personal, non-exclusive, and non-possessory privilege to enter upon and use that certain real property owned by City situated in the County of Santa Clara, State of California, as more particularly described in the attached **Exhibit A** and more particularly depicted on **Exhibit B** and **Exhibit C** (together, the “**Combined License Area**”), for the limited purpose and subject to the terms, conditions, and restrictions set forth below. This License gives Licensee a license only and notwithstanding anything to the contrary in this License, it does not constitute a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the Combined License Area. Nothing in this License shall be construed as granting or creating any franchise rights pursuant to any federal, state, or local laws.

THE PRIVILEGE GIVEN TO LICENSEE UNDER THIS LICENSE IS EFFECTIVE ONLY INsofar AS THE RIGHTS OF CITY IN THE COMBINED LICENSE AREA ARE CONCERNED, AND LICENSEE SHALL OBTAIN ANY FURTHER PERMISSION NECESSARY BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE COMBINED LICENSE AREA. WITHOUT LIMITING THE FOREGOING, THIS LICENSE IS BEING ISSUED SUBJECT AND SUBORDINATE TO ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED (A) DATED AUGUST 4, 1949, AND RECORDED IN BOOK 1921, AT PAGE 268, OF OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND (B) DATED JANUARY 3, 1950 AND RECORDED SEPTEMBER 5, 1950 IN BOOK 2047, AT PAGE 466 OF OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND (C) DATED SEPTEMBER 21, 1950, AND RECORDED NOVEMBER 20, 1950 IN BOOK 2099, AT PAGE 9, OF OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND (D) DATED MAY 16, 1950, AND RECORDED IN BOOK 1994 AT PAGE 182 OF THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND (E) DATED MARCH 1, 1950, AND RECORDED MARCH 2, 1950 IN BOOK 1937 AT PAGE 565 IN THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE COMBINED LICENSE AREA, COPIES OF WHICH ARE ATTACHED TO THIS LICENSE AS **EXHIBIT D** (THE “**DEEDS**”), AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND

INSTRUMENTS OF RECORD AFFECTING THE COMBINED LICENSE AREA (COLLECTIVELY, WITH THE DEEDS, THE “**RECORDED DOCUMENTS**”). LICENSEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, PERMITS, LICENSES, AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE COMBINED LICENSE AREA, INCLUDING ANY APPROVALS, PERMITS, LICENSES, CONSENTS, OR NOTICES REQUIRED FROM OR TO THE GRANTORS UNDER THE RECORDED DOCUMENTS. FOR CITY’S BENEFIT, LICENSEE COVENANTS AND AGREES THAT LICENSEE SHALL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR FACILITIES TO BE INSTALLED BY LICENSEE ON THE COMBINED LICENSE AREA PURSUANT TO THIS LICENSE, AND CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. LICENSEE ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS DEPARTMENTS, COMMISSIONS, OFFICERS, DIRECTORS, AND EMPLOYEES, AND ALL PERSONS ACTING BY, THROUGH, OR UNDER EACH OF THEM HAVE MADE, AND CITY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRESENT OR FUTURE SUITABILITY OF THE COMBINED LICENSE AREA FOR LICENSEE’S INTENDED WORK OR FACILITIES, THE IMPACT OF ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON LICENSEE’S RIGHTS UNDER THIS LICENSE, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, LICENSES, PERMITS, CONSENTS OR NOTICES FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS LICENSE.

(b) **Supersession and Revocation.** Effective as of the Commencement Date (defined in **Section 2** [Term of License] below), this License shall immediately supersede, replace, and revoke the following permits and agreements previously issued to Licensee by City, and each of such instruments shall be deemed to have terminated as of the Commencement Date and have no further force or effect thereafter; provided, however, that any provisions expressly stated to survive under any such permit shall continue; provided, further that such termination shall not nullify or release Licensee of any obligations accruing under any such instrument with respect to periods prior to the Commencement Date:

- (i) the Engineering Permits; and
- (ii) Permit P3137B.

2. Term of License; Suspension During Emergency or SFPUC Project; Early Termination.

(a) **Term.** The privilege conferred to Licensee pursuant to this License shall commence on the Actual Commencement Date, as shown in the Basic License Information and shall immediately expire upon written notice from City revoking this License. The Actual Commencement Date is the date on which this License is executed and delivered by City following the SFPUC authorization and approval and the receipt of all fees and insurance certificates required to be provided by this License (“**Commencement Date**”). City may revoke this License at any time for Good Cause (as defined in **Section 2(c)**) without penalty, liability or expense of any kind

to City, including, any obligation to reimburse Licensee for any improvements installed by Licensee; provided, however that in the event City revokes this License for any reason other than for Good Cause, City will, at the request of Licensee, reimburse Licensee for the cost of any improvements that have been installed by Licensee on the Pathway Area after the Commencement Date with the City’s prior written consent, less straight line depreciation for such improvements, assuming a ten (10) year useful life. Notwithstanding the foregoing, City and Licensee hereby acknowledge and agree that City will not and shall have no obligation to reimburse Licensee for any improvements that have been installed: (1) by Licensee without Licensee’s prior written consent; (2) by another party; or (3) by Licensee below the surface of the City’s parcels or within any public right of way on the City’s parcels. Upon termination of this License, Licensee will immediately surrender the Combined License Area in the condition required by this License.

(b) Suspension during Emergency or SFPUC Project. In the event that an emergency requires City repairs or construction on or about the License Area (“**Emergency Work**”) or City determines to undertake a capital improvement, upgrade, replacement, or repair project (“**SFPUC Project**”) within the License Area, City, at its sole option in lieu of revocation of this License, may declare that the Parties’ respective rights and obligations pursuant to this License with respect to all or any portion of the License Area will be suspended during the course of any such Emergency Work or SFPUC Project, as the case may be. Accordingly, upon no less than sixty (60) days’ prior written notice from City to Licensee, except in the case of an emergency, where City may suspend this License by giving such notice as reasonably practicable under the circumstances, this License will be suspended for the duration of the SFPUC Project or Emergency Work with respect to the License Area, or the portion of the License Area designated by City, until City notifies Licensee that such SFPUC Project or Emergency Work is complete. Upon any receipt of any such City suspension notice, Licensee shall surrender all or the portion of the License Area subject to suspension when and as required by City and promptly coordinate with City to accomplish the removal of any of Licensee’s personal property from the License Area subject to such suspension in accordance with Section 14 [Removal or Alteration of facilities or Improvements]. At its discretion, City may fence the portion of the License Area required for the SFPUC Project or Emergency Work. Upon completion of the SFPUC Project or Emergency Work, City will remove any such fencing and restore the surface of the License Area level with adjacent ground, with grass or gravel at the surface, and not to its previous condition, and this License will apply again to the entire License Area. City’s rights under this Section are in addition to and cumulative with those described in Section 6(b) [Subject to City Uses] below.

(c) Early Termination. If Licensee fails to comply with the terms and conditions of this License and such failure is not cured by Licensee within five (5) business days of City’s notice to Licensee specifying such failure, or in the case of a non-compliance that cannot be cured within five (5) business days, Licensee both fails to cure such non-compliance within such five (5)- day period and fails to diligently pursue such cure to completion on or before the date that is thirty (30) days after the City’s initial notice of Licensee’s failure to comply, such non-compliance shall constitute “**Good Cause**” for City to revoke this License, and this License shall terminate thirty (30) days after City’s notice of termination to Licensee, and if City directs Licensee (at City’s sole discretion) to remove all equipment and installations from the License Area, then Licensee shall forthwith remove such equipment and installations at Licensee’s cost and shall restore the License Area to its former condition as of the Effective Date of this License.

3. **Encroachment Removal.** Licensee’s compliance with this Section is partial consideration for City’s issuance of this License.

(a) **Initial Removal of Vegetative Encroachments; Communications.**

- (i) Within two hundred seventy (270) days of the Commencement Date (“**Initial Removal Period**”), Licensee shall remove, at its sole cost, Vegetative Encroachments as follows: (A) on the northern portion of the Pathway Area, Licensee shall remove all Vegetative Encroachments from the ground and airspace within fifteen feet (15') from the edge of SFPUC Bay Division Pipeline No. 3 and (B) on the southern portion of the Pathway Area, Licensee shall remove all Vegetative Encroachments from the ground and airspace within fifteen feet (15') from the edge of the SFPUC Bay Division Pipeline No. 4 (“**Initial Removal**”). Within the first thirty (30) days of the Initial Removal Period, City and Licensee will meet to review the trees on the License Area and designate any trees that do not constitute Vegetative Encroachments to ensure these trees are not removed from the License Area; provided, however, that City reserves the right to make the final determination regarding which trees pose unacceptable risks to the SFPUC facilities and must be removed.
- (ii) In accordance with Section 3(g) below, Licensee is responsible for all communications with third parties, including members of the public, regarding the removal of the Vegetative Encroachments, including, without limitation, any pruning and tree removal.
- (iii) Licensee shall remove other Vegetative Encroachments to conform to the requirements of **Section 3 (h)**.

(b) **Phase Two Removal of Vegetative Encroachments.** Within three hundred sixty-five (365) days of the Commencement Date (“**Phase Two Removal Period**”), Licensee shall remove, at its sole cost, Vegetative Encroachments on the southern portion of the Pathway Area from the ground and airspace within twenty feet (20') from the edge of the SFPUC Day Division Pipeline No. 4. In accordance with Section 3(g) below, Licensee is responsible for all communications with third parties, including members of the public, regarding the removal of the Vegetative Encroachments, including, without limitation, any pruning and tree removal.

(c) **Continuing Vegetative Encroachments Removal Obligations.** Following the Phase Two Removal Period, Licensee shall remove Vegetative Encroachments every other year, or annually at the SFPUC Right of Way Manager’s direction, as follows: (i) on the northern portion of the Combined License Area, as depicted on **Exhibit B**, Licensee shall remove all Vegetative Encroachments from the ground and airspace within fifteen feet (15') from the edge of SFPUC Bay Division Pipeline No. 3 and (ii) on the southern portion of the Combined License Area, as depicted on **Exhibit B**, Licensee shall remove all Vegetative Encroachments from the ground and airspace within twenty feet (20') from the edge of the SFPUC Bay Division Pipeline No. 4. Licensee shall keep the Combined License Area clear of regrowth of foliage as is necessary to retain vertical clearance above SFPUC

facilities. Licensee shall remove all young seedlings, regrowth, and shrubs as the SFPUC’s Right of Way directs as necessary to prevent future Vegetative Encroachments.

(d) **Annual Meetings.** Licensee shall meet with the SFPUC Right of Way Manager annually, promptly upon the SFPUC’s request, to inspect the Combined License Area and expeditiously resolve any issues regarding Licensee’s compliance with this Section.

(e) **Light Pole Removal.** Licensee shall remove the light pole located at the west side of Estrellita Way within the Pathway Area within sixty (60) days of the Commencement Date.

(f) **Other Encroachment Removal.** Licensee shall cause all Encroachments (as defined below) to be removed in accordance with the SFPUC’s Encroachment Policy (attached as **Exhibit F**). This obligation applies to Encroachments discovered by, or reported to, Licensee and City. Licensee shall enforce Laws (as defined below) related to Encroachments within the Combined License Area. “**Encroachments**” are improvements (as defined in Section 8 [Restrictions on Use]) or vegetation within the Combined License Area not approved by City.

(g) **Communications.** During the term of this License, Licensee shall inform property owners adjoining the Combined License Area, and respond to third party inquiries, if any, of Licensee’s efforts to remove the Vegetative Encroachments and/or Encroachments from the Combined License Area. The SFPUC will inform Licensee by written notice of any known third-party violations of the SFPUC’s Encroachment Policy, Vegetation Management Policy, or related guidelines (and risks resulting from such violations) occurring in and on the Combined License Area. Licensee to sign reasonable requests from City for Licensee to co-sign SFPUC correspondence to applicable third parties regarding any such violations.

(h) **Vegetative Encroachment Removal Standards.** Licensee shall retain, at its cost, an International Society of Arboriculture Certified Arborist to oversee removal of Vegetative Encroachments. Licensee shall conduct all Vegetative Encroachment removal in accordance with applicable Laws (as defined below), including restrictions regarding nesting birds. Consistent with the Migratory Birds Treaty Act, 16 U.S.C. §§ 703–712, trees will be removed and, or pruned outside of nesting bird season which extends from February 15th through August 15th; or, if removal and or trimming is proposed during the nesting season, Licensee will, at its cost, retain a biologist to inspect the trees in advance of work and, if active nests are present, work will be delayed until nestlings have fledged.

4. **Permitted Encroachments.** City will allow Licensee to maintain the following existing encroachments (together, “**Permitted Encroachments**”) installed by Licensee within the Pathway Area in their current locations on the Pathway Area:

(a) three (3) wooden trail signs;

(b) five (5) wooden benches;

(c) three (3) garbage cans;

- (d) two (2) bicycle safety signs;
- (e) one (1) water fountain;
- (f) one (1) backflow preventor; and
- (g) one (1) concrete bench.

Licensee acknowledges that City may require Licensee to remove any or all Permitted Encroachments at the SFPUC’s sole and absolute discretion. If City requires the removal of any or all Permitted Encroachments from the Pathway Area, Licensee shall remove any or all such Permitted Encroachments within thirty (30) days of City’s notice to remove, except in an emergency when Licensee shall remove all such Permitted Encroachments as soon as possible. At its sole discretion, City may elect to remove any or all of the Permitted Encroachments itself, at Licensee’s sole cost, by notifying Licensee of such fact, in which event Licensee shall pay City the cost of such removal within thirty (30) days after receipt of City’s invoice. Licensee may use the Permitted Encroachments until they reach the end of their useful lives, as determined by City in its sole discretion, at which point, the SFPUC may require removal or relocation to a location approved by the City.

5. Consideration.

(a) **Educational Signage.** As partial consideration for City entering into this License, Licensee shall install and maintain, at its sole cost, at least one (1) educational sign on the Pathway Area in accordance with this Section. Licensee shall work with SFPUC staff to install one (1) sign within the Pathway Area within one-hundred eighty (180) days of the Commencement Date at a location to be approved by the SFPUC Land Engineering Division and the SFPUC Right of Way Manager. The size and content of any such sign shall be subject to the SFPUC’s approval, in its sole discretion.

(b) **Maintenance Area Obligations.** As additional partial consideration for City entering into this License, Licensee will maintain the surface of the parcels comprising the Maintenance Area, located adjacent to the Pathway Area. As used in this **Section 5(b)**, the terms “maintain,” “maintenance,” and “maintenance obligations,” mean that, with respect to the Maintenance Area, Licensee shall be solely responsible to (i) mow grass, remove weeds, and trim or remove trees when necessary in accordance with the SFPUC Vegetation Management Policy or at the discretion of the SFPUC Right of Way Manager and, in any event, at least twice each calendar year, and (ii) regularly (at least once every calendar month) remove trash, debris, and graffiti as reasonably required or necessary to keep the Maintenance Area in a safe, sanitary, and sightly condition and to prevent the existence of a nuisance on the Maintenance Area.

In the course of maintaining the Maintenance Area, Licensee shall not do anything in, on, under, or about the Maintenance Area that could cause damage to or interference with any pipelines or other property located in, on, under, or about the Maintenance Area. Licensee shall use, and shall cause its employees, contractors, and agents to use, due care at all times to avoid any damage or harm to City’s water pipelines or other property and natural attributes of the Maintenance Area and to minimize slope erosion. Licensee shall not perform any excavation work without City’s prior written approval, which City may withhold at its sole discretion. Under no

circumstances shall Licensee damage, harm, or remove any rare, threatened, or endangered species that are present on or about the Maintenance Area.

Licensee’s obligations to maintain the Maintenance Area shall continue until the earlier of the following dates: (1) the date Licensee receives City’s notice terminating all of Licensee’s then remaining maintenance obligations pursuant to this Section 5 (b) or (2) the date that this License is terminated. Licensee shall notify City in writing not less than five (5) days before performing any maintenance work on the Maintenance Area, except in the case of an emergency wherein Licensee shall notify City telephonically and in writing as soon as reasonably possible. For the purposes of the foregoing notice obligation, “maintenance work” shall not be deemed to include the mowing, or the weed, trash, debris, and graffiti removal regularly performed by Licensee pursuant to this Section. Notwithstanding the foregoing, at all times, City shall retain all of its property rights with respect to the Maintenance Area, including, without limitation, the right at all relevant times to enter upon, or over the Maintenance Area. If, at any time prior to the termination of Licensee’s maintenance obligations pursuant to this **Section 5(b)**, City notifies Licensee of deficiencies or failures in Licensee’s performance of such obligations, Licensee shall promptly remedy or cure such deficiencies or failures.

6. Use of Combined License Area.

(a) **Permitted Acts.** Licensee may enter and use the Combined License Area for the sole purpose of performing the Permitted Acts (as defined in the Basic License Information) and in strict accordance with **Section 7(a)** [Approval of Plans and Specifications] below, and for no other purpose whatsoever. Except as specifically permitted by this License or otherwise approved by City pursuant to the terms of this License, Licensee shall not permit, construct, maintain, or allow any other improvements, structures, or paved areas on, across, within, over, or under the Combined License Area other than the Permitted Improvements and the Permitted Encroachments allowed on the Pathway Area.

(b) **Subject to City Uses.** Licensee is aware that the Combined License Area constitutes a portion of City’s regional water pipeline delivery system. Notwithstanding anything to the contrary in this License, any and all of Licensee’s activities pursuant to this License shall be subject and subordinate at all times to City’s existing and future use of the Combined License Area for municipal and other purposes. City shall in no way be liable for any damage or destruction to Licensee’s property and/or improvements resulting from the condition of the Combined License Area or the SFPUC facilities, from any pipeline break or from any pipeline repair or maintenance activities. At City’s request, Licensee shall immediately remove any of Licensee’s property or improvements from the Combined License Area to allow City access to the SFPUC facilities. If City deems it necessary, at City’s sole discretion, City may remove any such property or improvements and City shall not be responsible for restoring or returning the same to its prior condition.

7. Installation and Maintenance of Facilities. Licensee may perform the Permitted Acts described in **Section 6(a)** [Permitted Acts] above and shall install certain facilities on the Pathway Area consisting of the signage required under **Section 5 (a)** [Educational Signage]. Licensee shall also maintain the ADA Ramps authorized by City under the consent letter issued by City prior to the Commencement Date (the “**Consent Letter**”). The ADA Ramps and signage to be installed on the Pathway Area shall hereinafter collectively be referred to as the “**Facilities**” and shall be installed only upon satisfaction of the following conditions, which are for City’s sole benefit:

(a) **Approval of Plans and Specifications.** Licensee shall install and maintain the permitted Facilities in accordance with plans and specifications (including drawings) approved in advance and in writing by the SFPUC (“**Approved Plans**”). The Approved Plans may be revised or amended only with the SFPUC’s prior written approval after the SFPUC’s Bureau of Environmental Management has determined that no further environmental review is required by CEQA as a result of any such revision or amendment.

(b) **Energy Service and Related Facilities.** If Licensee seeks electrical service for use in the Combined License Area, or for any licensed Facilities, Licensee shall contact the Interconnection Services Department in the Power Enterprise of the SFPUC to arrange for service. Licensee shall purchase all electricity necessary for its operations at the Combined License Area from the SFPUC, at the SFPUC’s standard rates charged to third parties, unless the SFPUC determines, in its sole judgment, that it is not feasible to provide such service to the Combined License Area. The SFPUC is the provider of electric services to City property, and the SFPUC’s Interconnection Services Department coordinates with Pacific Gas and Electric Company and others to implement this Section. Except as provided above with respect to any electricity services provided by the SFPUC, Licensee shall make arrangements and pay for all utilities and services furnished to the Combined License Area, including gas, electricity, water, sewage, telephone, and trash collection services, and for all deposits, connection, and installation charges.

Except as otherwise provided in this License, the SFPUC has no responsibility or liability of any kind with respect to any utilities that may be on or about the Combined License Area. Licensee has the sole responsibility to locate any utility facilities within the Combined License Area and protect them from damage resulting from Licensee’s use of the Combined License Area.

(c) **Permits, Licenses, and Approvals.** Before beginning any permitted improvement or alteration work in the Combined License Area, Licensee shall obtain any and all permits, licenses, and approvals (collectively, “**Approvals**”) of all regulatory agencies and other third parties that are required for Licensee to commence, complete, and maintain the permitted work. Promptly upon receipt of such Approvals, Licensee shall deliver copies of them to the SFPUC. No approval by the SFPUC for purposes of Licensee’s work under this License shall be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee’s obligation to obtain all such regulatory Approvals, at Licensee’s sole cost.

(d) **Limits of City’s or SFPUC’s Consent.** City’s or the SFPUC’s consent to or approval of any improvements, equipment, or fixtures shall not relieve Licensee or its engineers, architects, or contractors from any liability for negligence, errors, or omissions associated with the design and construction of any such improvements, equipment, or fixtures. In no event shall the SFPUC’s approval of plans or specifications be deemed to constitute a representation or warranty by City concerning the suitability of the improvements, equipment, or fixtures for Licensee’s purposes or that the work called for in the plans and specifications complies with applicable building codes or other applicable Laws (defined in **Section 11** [Compliance with Laws] below), or industry standards, nor shall such approval release Licensee from its obligation to supply plans and specifications that conform to applicable building codes, other applicable Laws, and industry standards.

(e) **Exercise of Due Care.** Licensee shall use, and shall cause its Agents (defined in **Section 21** [Indemnity] below) to use, due care at all times to avoid any damage or harm to City’s

water pipelines, facilities, or other property and to native vegetation and natural attributes of the Combined License Area and to minimize slope erosion. Licensee shall not disturb the surface of the Combined License Area or perform any excavation work without City’s prior written approval, which City may withhold at its sole discretion. City may condition and/or oversee any permitted excavation work. At its own expense, Licensee shall mark the location of City’s water pipelines or other facilities within the Combined License Area and shall not use any pick, plow, or other sharp tool to remove the two feet of soil around the pipelines or other facilities, provided that Licensee may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this License. Licensee shall immediately inform City of any actual or potential damage to the coating of the pipeline, and any such damage shall be promptly repaired by Licensee, at its own expense, to City’s satisfaction prior to backfilling; provided, at its sole discretion, City may elect to make any necessary repairs itself, at Licensee’s sole cost, by notifying Licensee of such fact. Upon completion of the repairs, City shall send to Licensee a bill therefor, which Licensee shall pay within thirty (30) days following receipt. Under no circumstances shall Licensee damage, harm, or take any rare, threatened, or endangered species present on or about the Combined License Area.

(f) Cooperation with Public Utilities Commission. Licensee and its Agents shall work closely with City personnel to minimize any potential disturbance (even if temporary) of the natural features of the Combined License Area and to avoid disruption (even if temporary) of City facilities, in, under, on, or about the Combined License Area and City uses of such facilities.

(g) Heavy Equipment. Licensee shall not use any heavy construction equipment over or about City’s pipelines, except as otherwise expressly allowed in **Section 8(i)** [Heavy Equipment and Vehicles] below.

(h) Work Schedule. Licensee must begin installation work, if at all, within ninety (90) days after the commencement of the term of this License. At least ten (10) business days prior to the commencement of any improvement or alteration work on the Combined License Area, Licensee shall notify City’s Construction Inspector (“**Construction Inspector**”), at (650) 871-3015, of the date such work shall commence and the intended construction schedule. Notification must also be given to Underground Service Alert at least two (2) days prior to start of work. Notwithstanding the approval of such schedule by the SFPUC, the Construction Inspector shall have the right to require Licensee to adjust such schedule from time to time. All work must be performed during regular working hours (Monday through Friday) between 8:00 a.m. and 4:30 p.m., exclusive of City holidays. Any work performed during any other time or day must be preapproved by the SFPUC at least ten (10) business days prior to commencing such work. In connection with such approval, City may charge Licensee additional inspection fees payable prior to the SFPUC’s approval of the request. Notwithstanding the work hours set forth above, Licensee shall comply with any applicable local ordinance that imposes later start times and/or earlier cessation times for construction activities. Licensee shall complete all work and restoration no later than (365) days after the commencement of the term of this License.

(i) Restoration of License Area. Immediately following completion of any work permitted under this License, Licensee shall remove all debris and any excess dirt and shall restore the Combined License Area to its condition immediately prior to such work, to City’s satisfaction. Licensee shall restore any damage caused to existing roads and restore excavated areas with new vegetation (including irrigation and maintenance until established) and erosion control netting, all

as requested by City, and shall comply with all applicable regulations of the regulatory agency with jurisdiction.

(j) **Pipeline Depth/Installation of Above-Ground Markers.** Before commencing any excavation work in the Combined License Area, Licensee shall measure the depth of City’s pipelines, if any, located in the Combined License Area by potholing and forward such information to City. Any potholing authorized by this License shall be subject to the requirements of **Section 7(p)** [Potholing] below. Upon completion of work, Licensee shall promptly notify City in writing of the depth of City’s pipeline and related facilities in the Combined License Area. Licensee shall install above-ground markers identifying the location of any underground facilities installed pursuant to this License. The location, type, and installation of markers and identifying information on the markers shall be subject to the SFPUC’s prior written approval.

(k) **As-Built Drawings/Reports.** Promptly upon completion of the installation of the Facilities, Licensee shall furnish the SFPUC with two (2) complete copies of final as-built drawings for the Facilities, which drawings shall include sufficient detail so as to allow City to precisely locate the Facilities. If Licensee or any of its Agents or consultants prepares any environmental, seismic, geophysical, or other written report relating to the Combined License Area and/or any work performed on the Combined License Area, Licensee shall furnish to City a complete copy of such report, including any schedules, exhibits, and maps, promptly upon completion of the same.

(l) **Responsibility for Maintenance of Facilities.** Licensee shall be solely responsible for repairing and maintaining all Facilities placed in or on the Combined License Area pursuant to this License or the Consent Letter in good and safe condition, and City shall have no duty whatsoever for any repair or maintenance of the Combined License Area or any such Facilities. Licensee shall notify City in writing not less than five (5) days before performing any repair or maintenance work in the Combined License Area, except in the case of an emergency when Licensee shall notify City telephonically and in writing as soon as reasonably possible.

(m) **Revocability.** The installation of the Facilities to the Combined License Area, regardless of cost, shall not in any way whatsoever limit City’s right to revoke this License pursuant to its terms or any of City’s other rights under this License.

(n) **Contractors.** Licensee shall not accept and release its contractor for work authorized or required by this License before securing the SFPUC’s written approval.

(o) **Cathodic and Other Protection.** City may adopt from time to time such rules and regulations with regard to Licensee’s Facilities and operations under this License as City may determine are necessary or appropriate, at City’s sole discretion, to safeguard against corrosion of, or other damage to, City’s pipelines and related facilities. Licensee shall immediately comply with all such rules and regulations upon receipt of a copy of such rules and regulations.

(p) **Potholing.** Any potholing authorized by this License shall be subject to the direction of City’s Construction Inspector. Potholing using the soft dig method (vacuum soil extraction system) is preferred. If Licensee wishes to use any other mechanical method such as digging with a backhoe, Licensee must submit a written request to the SFPUC at least five (5) business days prior to commencing such work and obtain the SFPUC’s prior written consent.

Notwithstanding the foregoing, the last two feet (2') above the top of the pipe must be dug manually, without the use of any machines.

8. Restrictions on Use. The following uses (by way of example only) of the Combined License Area by Licensee, or any other person claiming by or through Licensee, are inconsistent with the limited purpose of this License and are strictly prohibited as provided below:

(a) **Improvements.** Except as otherwise expressly provided in this License, Licensee shall not construct or place any temporary or permanent structures or improvements in, on, under, or about the Combined License Area, nor shall Licensee make any alterations or additions to any existing structures or improvements on the Combined License Area, unless Licensee first obtains the SFPUC's prior written consent, which the SFPUC may give or withhold at its sole and absolute discretion. For purposes of this License, the term "**improvements**" includes asphalt, concrete, and cementitious driveways, sidewalks, and parking areas, shacks, storage facilities, and fences.

(b) **Trees and Other Plantings.** Licensee shall not plant any trees or other vegetation in or on the Combined License Area, except as otherwise expressly provided in this License and except in accordance with detailed plans consistent with the SFPUC's Vegetation Management Policy (attached as **Exhibit E**), which may be amended from time to time and as approved by the SFPUC in writing in advance.

(c) **Dumping.** Licensee shall not cause or permit the dumping or other disposal in, on, under, or about the Combined License Area of landfill, refuse, Hazardous Material (defined in **subsection (d)** [Hazardous Material] below), or any other materials, including materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) **Hazardous Material.** Licensee shall not cause, nor shall Licensee allow any of its Agents or Invitees (defined in **Section 21** [Indemnity] below) to cause, any Hazardous Material to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the Combined License Area, or transported to, from, or over the Combined License Area. Licensee shall immediately notify City when Licensee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under, or about any part of the Combined License Area. Licensee shall further comply with all applicable Laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. If Licensee or its Agents or Invitees cause a release of Hazardous Material, Licensee shall promptly return the Combined License Area to the condition immediately prior to the release, without cost to City, in accordance with all Laws, and using the highest and best technology available. In connection with such remedial action, Licensee shall afford City a full opportunity to participate in any discussion or negotiations with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise proceeding involving Hazardous Material, and any other abatement or cleanup plan, strategy, and procedure. For purposes of this License, "**Hazardous Material**" means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes the following: any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended,

42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a “hazardous waste” listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Combined License Area or are naturally occurring substances in the Combined License Area; and any petroleum, including crude oil or any crude-oil fraction, natural gas, or natural gas liquids, provided, the foregoing shall not prohibit Licensee from traversing to, from, and across the Combined License Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term “**release**” or “**threatened release**” when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the Combined License Area. Notwithstanding any contrary provision contained in this License, Licensee will not be responsible for any release of Hazardous Materials to the extent caused by any act or omission of the City.

(e) **Nuisances.** Licensee shall not conduct any activities in, on, under, or about the Combined License Area that constitute waste, nuisance, or unreasonable annoyance (including emission of objectionable odors, noises, or lights) to City, to the owners or occupants of neighboring property, or to the public, or that constitute waste or nuisance per se.

(f) **Damage.** Licensee shall not do anything in, on, under, or about the Combined License Area that could cause damage to or interference with any pipelines, facilities, or other property located in, on, under, or about the Combined License Area. Licensee will compensate City for any and all damage caused to the Combined License Area and City facilities resulting from the activities of Licensee and its Agents and Invitees, including damage resulting from defective work.

(g) **Use of Adjoining Land.** Licensee acknowledges that the privilege given under this License shall be limited strictly to the Combined License Area. Licensee shall not traverse over or otherwise use any adjoining lands of City.

(h) **Ponding; Water Courses.** Licensee shall not cause any ponding on the Combined License Area or any flooding on adjacent land. Licensee shall not engage in any activity that causes any change, disturbance, fill, alteration, or impairment to the bed, bank, or channel of any natural water course, wetland, or other body of water on, in, under, or about the Combined License Area, nor shall Licensee engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

(i) **Heavy Equipment and Vehicles.** To prevent damage to City’s underground pipelines, Licensee’s use of vehicles and equipment within twenty feet (20’) of each side of the centerline of any City pipeline (measured on the surface) shall be subject to the following restrictions:

(i) The depth of soil cover over the tops of City’s pipelines must be at least three feet (3’) for steel cylinder pipe and four feet (4’) for reinforced pre-stressed concrete cylinder pipe to accommodate the loading defined in **subsection (ii)** below. If any equipment with axle loading exceeds the loads stated in **subsection (ii)** below or if the depth of soil cover is less than stated above, Licensee shall submit to the SFPUC for review and approval, at the SFPUC’s sole discretion, engineering calculations prepared by a licensed Professional Engineer licensed in California showing that City’s pipelines will not be adversely affected by Licensee’s proposed

activities. If City’s pipelines may be adversely affected, Licensee shall submit remedial measures for City’s approval to ensure that no adverse effect will occur.

(ii) The effects of vehicle and equipment loads to the pipeline must not exceed the effects of the “AASHTO Standard H-10 Loading.” H-10 loading is defined as loading caused by a two-axle truck with a gross weight of ten tons (20,000 lbs.), axles fourteen feet (14’) apart, and rear axle carrying eight tons (16,000 lbs.). Licensee shall be responsible for providing the SFPUC adequate evidence that its equipment and vehicles meet the foregoing requirements.

(iii) Licensee shall not use vibrating compaction equipment without the SFPUC’s prior written approval, which approval may be given or withheld at the SFPUC’s sole discretion.

(iv) If the depth of the soil cover over the pipeline (determined by potholing or other proof procedure) is less than the minimum stated in **subsection (i)** above, unless an alternate method is approved by the SFPUC in writing, all excavation and grading over the pipeline shall be performed manually. For any machinery or equipment excavation and grading over and/or within twenty feet (20’) of each side of the centerline of the pipeline (measured on the surface), Licensee shall submit a written proposal together with all supporting calculations and data to the SFPUC for review and approval. In any case, the two feet (2’) of soil around the pipeline shall be removed manually or by other methods approved by the SFPUC with due care as provided in **Section 7(e)** [Exercise of Due Care] above.

9. License Fee(s). Without limiting its right to revoke this License or any of its other rights under this License, at any time, upon not less than thirty (30) days’ written notice to Licensee, City may charge a use fee for the privileges granted by this License if City establishes a general policy for charging fees for the use(s) permitted by this License, and City may increase such fee from time to time in accordance with such policy.

10. Required Insurance Coverages. Licensee’s compliance with the provisions of this Section 10 shall in no way relieve or decrease Licensee’s indemnification or other obligations under this License. Licensee must maintain in force for the use of the Combined License Area, during the full term of this License, insurance in the amounts and coverages listed below. In addition, Licensee shall cause each Agent (defined in Section 21 [Indemnity] below) performing work on the Combined License Area to procure and keep in effect during the course of such work appropriate amounts of insurance and add City as additional insureds for those respective policies.

(a) Commercial General Liability Insurance with limits not less than \$3,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Independent Contractors, Explosion, Collapse, and Underground (XCU), Broad Form Property Damage and Products, and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.

(c) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) Additional Insured Endorsements.

(i) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(ii) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(e) Waiver of Subrogation Endorsements. The Workers' Compensation policy(ies) and all Liability Policies referenced above shall be endorsed with a waiver of subrogation in favor of City for all work performed by Licensee or its Agents.

(f) Primary Insurance Endorsements.

(i) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this License, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(ii) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this License, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(iii) Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

(g) Other Insurance Requirements.

(i) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 31 [Notices].

(ii) Should any of the required insurance be provided under a claims-made form, Licensee shall maintain such coverage continuously throughout the term of this License and, without lapse, for a period of three years beyond the expiration of this License, to the effect that, should occurrences during the License term give rise to claims made after expiration of the License, such claims shall be covered by such claims-made policies.

(iii) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(iv) Should any required insurance lapse during the term of this License, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this License, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this License effective on the date of such lapse of insurance.

(v) Prior to the Commencement Date of this License, Licensee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Licensee and its contractors shall submit or cause their respective insurance brokers to submit requested information through the Exigis insurance verification program designated by City or any successor program used by City for verification of Licensee and contractor insurance coverage. Approval of the insurance by City shall not relieve or decrease Licensee’s liability hereunder. If Licensee shall fail to procure such insurance, or to deliver such policies or certificates, at its option, City may procure the same for the account of Licensee, and Licensee shall reimburse City for any costs so paid by City within five (5) business days after delivery to Licensee of bills therefor.

(vi) If Licensee will use any subcontractor(s) to perform the Permitted Acts, Licensee shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees, and the Licensee as additional insureds.

(vii) Upon City’s request, Licensee and City shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Licensee for risks comparable to those associated with the Combined License Area, then, at its sole discretion, City may require Licensee to increase the amounts or coverage carried by Licensee hereunder to conform to such general commercial practice.

(h) Self-Insurance.

Licensee shall have the right to self-insure with respect to any of the insurance requirements required under this License, to the extent permitted by applicable law. If Licensee elects to self-insure with respect to any of the insurance requirements required under this License, before the Commencement Date and upon written request by the SFPUC, within thirty (30) days of the commencement of each year thereafter, Licensee shall submit to the SFPUC a certificate of self-insurance signed by a duly authorized representative of Licensee, such certificate evidencing that Licensee’s self-insurance program is adequately funded, in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this License. If Licensee elects to self-insure, Licensee shall give City prompt written notice of any significant change in or the depletion of its self-insurance fund. Notwithstanding the foregoing, Licensee is also responsible for causing any contractors, subcontractors, and/or Agents to maintain commercially reasonable insurance coverages and coverage limits as required under this License.

Any deductibles or self-insured retentions must be declared. All deductibles and self-insured retentions shall be paid by Licensee.

With respect to any claim, loss, or liability that would have been covered by the insurance policies (including the status as an “additional insured” thereunder of City, the SFPUC, and their respective Agents and Employees) required by this License to be maintained by Licensee but within the self-insured retention or deductible amount, Licensee shall cover such claim, loss, or liability on the same basis as the insurance arrangements or deductibles on such insurance policies, including such insurance carrier responsibility to protect City, the SFPUC, and their respective Agents and Employees as an “additional insured.”

11. Compliance with Laws.

(a) At its expense, Licensee shall conduct and cause to be conducted all activities on the Combined License Area permitted by this License in a safe and reasonable manner and in compliance with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (including, without limitation, the Americans with Disabilities Act (“**ADA**”) codified at Title 42 U. S.C. 12-101 and the regulations issued thereunder, and any other applicable disability access ordinances, laws and regulations, fire safety laws, ordinances or regulations collectively the “**Disability and Safety Regulations**”) (collectively, “**Laws**”) of any governmental or other regulatory entity with jurisdiction and all covenants, restrictions, and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties.

(b) Licensee shall be responsible for causing all improvements and alterations installed by or on behalf of Licensee (including, without limitation, the Facilities and those improvements and alterations that predate this License) to be installed and maintained, in compliance with all Disability and Safety Regulations, and Licensee shall indemnify, defend, and hold City harmless from and against any and all claims or causes of action asserting (i) that any improvements or alterations installed by or on behalf of Licensee, regardless of whether such improvements or alternations predate this License, have caused the Combined License Area to be in violation of any Disability and Safety Regulations, or (ii) a cause of action or claim of violation of any applicable Disability and Safety Regulations resulting from or relating to any improvements or alterations undertaken by Licensee or on behalf of Licensee. Licensee’s obligations under this Section shall survive any revocation of this License.

(c) In the event Licensee receives a notice from any governmental agency or is otherwise made aware that any improvement or alteration on the Combined License Area, including, without limitation, the Bridge and the ADA Ramps, is in violation of any Disability and Safety Regulations, Licensee shall immediately inform City and provide City a copy of such notice or documents informing Licensee of such violation. Licensee shall, at its sole cost and expense, and without cost to City, address any such violations in accordance with such notice and shall keep the City abreast of such negotiations and obtain the City’s consent prior to performing any necessary repairs.

(d) At its sole expense, Licensee shall procure and maintain in force at all times during its use of the Combined License Area any and all business and other licenses or approvals necessary to conduct the activities allowed by this License.

(e) City is entering into this License in its capacity as a property owner with a proprietary interest in the Combined License Area and not as a regulatory agency with police powers. No approval by City for purposes of this License shall be deemed to constitute approval of any federal, state, City, or other local regulatory authority with jurisdiction, and nothing in this

License shall limit Licensee’s obligation to obtain all such regulatory approvals at Licensee’s sole cost, or limit in any way City’s exercise of its police powers.

12. Covenant to Maintain License Area. Throughout the term of this License, at its sole cost, Licensee shall maintain the Combined License Area, including, without limitation, the Bridge and other Permitted Improvements, at all times in a good, clean, safe, secure, sanitary, and sightly condition, so far as the Combined License Area may be affected by Licensee’s activities under this License.

13. Monuments.

(a) By its execution and delivery of this License, Licensee acknowledges that the monuments shown on the attached **Exhibit B**, if any, are in place and in good condition. During the installation of any permitted Facilities or alterations of, the Combined License Area pursuant to this License and at all times during Licensee’s use of the Combined License Area, Licensee shall protect and safeguard City’s monuments. Licensee shall promptly notify City if Licensee becomes aware of any change in the condition of City’s monuments, regardless of the cause of such change.

(b) If Licensee damages a monument necessitating resurvey, repair, or replacement, as determined by City at its sole discretion, Licensee shall survey, file a land surveyor’s map in the Official Records of the County of Santa Clara, and install a replacement monument within thirty (30) days of completion of work authorized under this License, all at Licensee’s expense and to City’s satisfaction. A recorded surveyor’s map shall be furnished by Licensee to the SFPUC for its records.

(c) During the term of this License, City may replace missing monuments or install new monuments. When City replaces missing monuments or installs new monuments, City shall give Licensee written notice of such replacement or installation. Upon deposit of such notice in the U.S. mail by City, postage prepaid, Licensee shall assume the protection and replacement responsibilities set forth in this License.

(d) Notwithstanding any contrary provision contained in this License, Licensee will not be responsible for any damage, destruction or displacement of monuments caused by City’s own acts or omissions.

14. Removal or Alteration of Facilities or Improvements. Without limiting City’s rights under this License, at City’s written request, Licensee shall promptly alter or remove, at its sole expense, any and all Facilities, improvements, plantings, or other property installed or placed in, on, under, or about the Combined License Area by or on behalf of Licensee (including any improvements, plantings, or other property that predate this License), as may be necessary to avoid any actual or potential interference with the installation, construction, maintenance, operation, repair, replacement, or removal of any of City’s pipelines, power lines, facilities, or other structures now or later constructed or with any other operations or land uses by City. In the request, City may specify reasonable time limits for completion of the work. If, after such written notice, Licensee fails to complete the requested work within the prescribed time limits, City may perform the requested work and charge Licensee all costs and expenses so incurred by City. Such amount shall be due and payable upon City’s demand. In the event of an emergency, at City’s sole option, at Licensee’s sole expense, and without notice, City may, alter, remove, or protect any and all

facilities, improvements, plantings, or other property installed or placed in, on, under, or about the Combined License Area by Licensee. Upon City’s written or oral notice that an emergency exists, the owner of such utility facilities shall take immediate action at its sole expense to protect, remove, or relocate such facilities as required by City to meet the emergency.

15. Interruption or Disruption of License Area. Without limiting City’s rights under this License or any applicable Laws, if Licensee’s use of the Combined License Area is interrupted or disrupted for any reason in connection with any SFPUC request for removal or alteration of Licensee’s Facilities located on the Combined License Area pursuant to **Section 14** [Removal or Alteration of Facilities] above, at its sole cost, Licensee shall be responsible for: **(a)** any and all costs of alteration, removal, and/or restoration of Licensee’s Facilities or other improvements or alterations to a condition similar to that which existed prior to such interruption, disruption, alteration, or removal, and **(b)** the implementation or satisfaction of any mitigation measures or obligations that may arise under any applicable Laws, including the California Environmental Quality Act (“**CEQA**”), related to any interruption or disruption of Licensee’s use of the Combined License Area. City shall not be responsible for mitigation of any potential recreational use impacts or other impacts associated with any interruption or disruption of use of the Combined License Area, or any related costs. If Licensee fails to promptly perform its obligations under this Section, at its sole option, City may elect to terminate this License immediately by written notice, or to exercise any and all other rights or remedies available to City under this License or at law, including the rights set forth in **Section 19** [City’s Right to Cure Defaults by Licensee] of this License.

City would not be willing to give this License in the absence of Licensee’s assurances under this **Section 15**, and Licensee expressly assumes any and all liability or obligations that may arise under this **Section 15**.

16. Signs. In addition to Licensee’s obligations under **Section 5(a)** [Educational Signs] above, City, at its sole discretion, may require Licensee to install signs with language required by the SFPUC. Except **(a)** as expressly authorized under this **Section 16**, **(b)** as expressly authorized under Section 4 [Permitted Encroachments] or **(c)** for any pipeline markers required by City or any regulatory agency with jurisdiction, Licensee shall not place, erect, or maintain any sign, advertisement, banner, or similar object in, on, or about the Combined License Area without City’s prior written consent, which City may give or withhold at its sole discretion; provided, however, that, without City’s prior written consent, if necessary for Licensee’s construction use, Licensee may place in the Combined License Area a temporary sign of less than thirty (30) days’ duration that does not penetrate the ground surface.

17. Surrender. Upon the expiration of this License or within ten (10) days after any sooner revocation or other termination of this License, Licensee shall surrender the Combined License Area in the same condition as received, and broom clean, free from hazards, and clear of all debris. At such time, Licensee shall remove all of its property from the Combined License Area and all signs other than the Educational Signs and, upon City’s request, the Facilities and any other structures, improvements, or alterations placed on the Combined License Area during the term of this License, and shall repair, at its cost, any damage to the Combined License Area caused by such removal. Licensee’s obligations under this Section shall survive any termination of this License.

18. Repair of Damage. If any portion of the Combined License Area or any City property located on or about the Combined License Area is damaged or threatened by any of the activities conducted by Licensee or anyone acting by or through Licensee, at its sole cost, Licensee shall immediately notify City of such damage or threat by **(a)** telephoning the SFPUC’s dispatch operator as specified in **Section 33(b)** [Emergency Contacts] below, and **(b)** providing written notice in accordance with **Section 33(a)** [Notices] below. City may, but shall not be obligated to, remedy such damage or threat at Licensee’s sole cost, or City may elect to witness Licensee’s repair work. If City elects not to remedy such damage or threat, Licensee shall repair any and all such damage and restore the Combined License Area or property to its previous condition subject to City’s inspection, review, and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the Combined License Area. Licensee is solely responsible for the location of any such utilities and other existing facilities and their protection from damage. Licensee shall be solely responsible to arrange and pay directly for any utilities or services necessary for its activities pursuant to this License; provided, Licensee shall obtain City’s prior written approval to the provision of such services or utilities in, on, under, or through the Combined License Area.

19. City’s Right to Cure Defaults by Licensee. If Licensee fails to perform any of its obligations under this License to restore the Combined License Area, remove or alter any of Licensee’s Facilities, or improvements or alterations, or repair damage, or if Licensee defaults in the performance of any of its other obligations under this License, then, at its sole option, City may remedy such failure for Licensee’s account and at Licensee’s expense by providing Licensee with three (3) days’ prior written or oral notice of City’s intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any of City’s rights or remedies under this License, and nothing in this License shall imply any duty of City to do any act that Licensee is obligated to perform. Licensee shall pay to City upon demand, all costs, damages, expenses, or liabilities incurred by City, including reasonable attorneys’, experts’, and consultants’ fees, in remedying or attempting to remedy such default. Licensee’s obligations under this Section shall survive the termination of this License.

20. No Costs to City. Licensee shall bear all costs or expenses of any kind or nature in connection with its use of the Combined License Area, and shall keep the Combined License Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Combined License Area.

21. Indemnity. Licensee shall indemnify, defend, reimburse, and hold harmless City, its officers, agents, employees, and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind (“**Claims**”), arising in any manner out of **(a)** any injury to or death of any person or damage to or destruction of any property occurring in, on, or about any part of the Combined License Area, whether such injury, death, damage, or destruction is caused by the person or property of Licensee, its officers, directors, members, employees, agents, consultants, contractors, or subcontractors (collectively, “**Agents**”), its invitees, guests, or business visitors (collectively, “**Invitees**”), or third persons, relating to any use or activity under this License, **(b)** any failure by Licensee to faithfully observe or perform any of the terms, covenants, or conditions of this License, **(c)** the use of the Combined License Area, including, without limitation, the Bridge, the other Permitted Improvements and any other improvements

installed by or on behalf of Licensee that predate this License, or any activities conducted on the Combined License Area by Licensee, its Agents, or Invitees, (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Licensee, its Agents, or Invitees, on, in, under, or about the Combined License Area, any improvements or into the environment, or (e) any failure by Licensee to faithfully observe or perform any terms, covenants, or conditions of the Recorded Documents to the extent that such terms, covenants, or conditions relate to or are triggered by the work to be performed or Facilities or other improvements or alterations installed pursuant to this License; except solely to the extent of Claims resulting directly from the willful misconduct of City or City’s authorized representatives. In addition to Licensee’s obligation to indemnify City, Licensee has an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such claim is tendered to Licensee by City and continues at all times thereafter. The foregoing indemnity shall include reasonable attorneys’, experts’, and consultants’ fees and costs, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties, including damages for decrease in the value of the Combined License Area and claims for damages or decreases in the value of adjoining property. Licensee’s obligations under this Section shall survive the expiration or other termination of this License.

22. Waiver of Claims.

(a) Neither City nor any of its commissions, departments, boards, officers, agents, or employees shall be liable for any damage to the property of Licensee, its officers, agents, employees, contractors, or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Combined License Area or its use by Licensee, or Licensee’s Agents or Invitees.

(b) Because this License is freely revocable by City, Licensee expressly assumes the risk of making any expenditure in connection with this License, even if such expenditures are substantial. Without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, under any present or future Laws, including any claim for inverse condemnation or the payment of just compensation under law or equity, if City exercises its right to revoke or terminate this License.

(c) Licensee acknowledges that it will not be a displaced person at the time this License is terminated or revoked or expires by its own terms, and Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, under any present or future Laws, including any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

(d) The fees payable pursuant to this License do not take into account any potential City liability for any consequential or incidental damages including lost profits and arising out of disruption to or any Facilities or other improvements or alterations installed pursuant to this License; or Licensee’s uses of the Combined License Area permitted by this License. City would

not be willing to grant this License in the absence of a waiver of liability for consequential or incidental damages resulting from the acts or omissions of City or its departments, commissions, officers, directors, and employees, and by all persons acting by, through, or under each of them, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against City for consequential and incidental damages (including lost profits) and covenants not to sue for such damages City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, arising out of this License or the uses authorized under this License, including any interference with uses conducted by Licensee pursuant to this License, regardless of the cause, and whether or not due to the negligence of City or its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, except for the gross negligence and willful misconduct of City or its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them.

(e) As part of Licensee’s agreement to accept the Combined License Area in its “As Is” condition as provided below, and without limiting such agreement, Licensee, on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, City and its officers, agents, and employees, and their respective heirs, successors, administrators, personal representatives, and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and/or unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Combined License Area and any related improvements or any applicable Laws or the suitability of the Combined License Area for Licensee’s intended use.

(f) In connection with the foregoing releases, Licensee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Licensee acknowledges that the releases contained in this License include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Licensee realizes and acknowledges that it has agreed upon this License in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of California Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained in this License shall survive any termination of this License.

23. As Is Condition of License Area; Disability Access; Disclaimer of Representations.

Licensee accepts the Combined License Area in its “AS IS” condition, without representation or warranty of any kind by City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, and subject to all applicable Laws governing the use of the Combined License Area. Without limiting the foregoing, this License is made subject to any and all existing and future covenants, conditions, restrictions, easements, encumbrances, and other title matters affecting the Combined License Area, whether foreseen or

unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

City discloses (i) City has not been issued a disability access inspection certificate as described in California Civil Code Section 55.53(e), (ii) pursuant to California Civil Code Section 1938, that Landlord has not ordered, performed, or caused to be performed, a Certified Access Specialist (“CASp”) inspection of the Combined License Area (sometimes referred to as “premises” or “subject premises” for the herein disclosures), and (iii) City makes the following statutory disclosure per California Civil Code Section 1938 (required “CASp Disclosure”):

“A Certified Access Specialist (“CASp”) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

24. No Assignment. This License is personal to Licensee and shall not be assigned, conveyed, or otherwise transferred by Licensee under any circumstances. Any attempt to assign, convey, or otherwise transfer this License shall be null and void and cause the immediate termination and revocation of this License.

25. Cessation of Use. Licensee will not terminate its activities on the Combined License Area pursuant to this License without prior written notice to City.

26. No Joint Ventures or Partnership; No Authorization. This License does not create a partnership or joint venture between City and Licensee as to any activity conducted by Licensee on, in, or relating to the Combined License Area. Licensee is not a state actor with respect to any activity conducted by Licensee on, in, under or around the Combined License Area. City’s provision of this License does not constitute City’s authorization or approval of any activity conducted by Licensee on, in, around, or relating to the Combined License Area.

27. MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code Section 12F are incorporated into and made a part of this License by this reference. By signing this License, Licensee confirms that Licensee has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

28. Non-Discrimination in City Contracts and Benefits Ordinance.

(a) Covenant Not to Discriminate. In the performance of this License, Licensee shall not discriminate against any employee of, any City employee working with Licensee, or applicant for employment with, Licensee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person’s race, color, creed, religion, national origin,

ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) Other Subcontracts. Licensee shall include in all subcontracts relating to the Combined License Area a non-discrimination clause applicable to such subcontractor in substantially the form of **Section 28 (a)** [Covenant Not to Discriminate] above. In addition, Licensee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Licensee’s failure to comply with the obligations in this subsection shall constitute a material breach of this License.

(c) Non-Discrimination in Benefits. Licensee does not as of the date of this License and will not during the term of this License, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) Condition to License. As a condition to this License, Licensee shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the license of City property are incorporated in this Section by reference and made a part of this License as though fully set forth. Licensee shall comply fully with and be bound by all of the provisions that apply to this License under such Chapters of the San Francisco Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Licensee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this License may be assessed against Licensee and/or deducted from any payments due Licensee.

29. Reserved.

30. Notification of Prohibition on Contributions. Licensee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with City for the selling or leasing of any land or building to or from City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to **(a)** the City elective officer, **(b)** a candidate for the office held by such individual, or **(c)** a committee controlled by such individual or candidate,

at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the contract is approved. Licensee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$100,000 or more. Licensee further acknowledges that (i) the prohibition on contributions applies to each Licensee; each member of Licensee’s board of directors, and Licensee’s chief executive officer, chief financial officer, and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Licensee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Licensee; and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department seeking to enter into the contract must notify the Ethics Commission of the parties and any subcontractor to the contract. Additionally, Tenant certifies it has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 by the time it submitted a proposal for the contract to the City, and has provided the names of the persons required to be informed to the City department seeking to enter into that contract within thirty (30) days of submitting its contract proposal to the City department receiving that submittal, and acknowledges the City department receiving that submittal was required to notify the Ethics Commission of those persons.

31. Tropical Hardwoods and Virgin Redwoods. City urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Except as permitted by the application of Sections 802(b) and 803(b), Licensee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product in the performance of this License.

32. Taxes, Assessments, Licenses, License Fees, and Liens.

(a) Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Licensee further recognizes and understands that any transfer or assignment permitted under this License and any exercise of any option to renew or extend this License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder.

(b) Licensee shall pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest created by this License and shall pay all other taxes, excises, licenses, permit charges, and assessments based on Licensee’s usage of the Combined License Area that may be imposed upon Licensee by law, all of which shall be paid when the same become due and payable and before delinquency.

(c) Licensee shall not allow or suffer a lien for any such taxes or charges to be imposed upon the Combined License Area or upon any equipment or property located on the Combined License Area without promptly discharging the same, provided that Licensee may contest the validity of the same by paying under protest or posting adequate (at City’s sole discretion) security during any such contest.

33. Notices.

(a) Any notice, consent, or approval required or permitted to be given under this License shall be in writing and shall be given by (i) hand delivery, against receipt, (ii) reliable next-business-day courier service that provides confirmation of delivery, or (iii) United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either party may from time to time specify in writing to the other upon five (5) days' prior, written notice in the manner provided above):

City or the SFPUC: Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Attn: Real Estate Director
Re: Los Altos Trail License
License P4550
Telephone No.: (415) 487-5210

with a copy to: Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Real Estate & Finance Team
Re: Los Alto Trail License

Licensee: City of Los Altos
Los Altos City Hall
1 N. San Antonio Road
Los Altos, CA 94022
Attn: City Manager
Re: Los Altos Trail
License P4550
Telephone No.: (____) ____ - ____
E-mail: _____

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon the confirmed date of delivery, attempted delivery, or rejected delivery, whichever occurs first. Any e-mail addresses, telephone numbers, or facsimile numbers provided by one party to the other shall be for convenience of communication only; neither party may give official or binding notice orally or by e-mail or facsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of an oral notice or an e-mail or telefacsimile copy of the notice.

(b) **Emergency Contacts.** Licensee shall immediately notify the SFPUC's Millbrae Dispatch facility by phone at (650) 872-5900 of any emergency or incident requiring emergency response.

(c) **Day-to-Day Communications.** Day-to-Day communications that are not intended as a notice or demand under this License may be communicated by email or telephone.

City’s key contact for day-to-day communications is:

Attn: Emily Read, Right of Way Manager
Natural Resources and Land Management Division
San Francisco Public Utilities Commission
1657 Rollins Road
Burlingame, CA 94010
Telephone No.: (650) 652-3204
Email: ERead@sfgwater.org

Los Altos’ key contact for day-to-day communications is:

Attn: _____
Telephone No.: _____
Email: _____

34. Prohibition of Tobacco Sales and Advertising. No advertising or sale of cigarettes or tobacco products is allowed on the Combined License Area. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product.

35. Prohibition of Alcoholic Beverage Advertising. No advertising of alcoholic beverages is allowed on the Combined License Area. For purposes of this Section, “alcoholic beverage” shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies, and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.

36. Restrictions on the Use of Pesticides. Chapter 3 of the San Francisco Environment Code (“Integrated Pest Management Program Ordinance or “**IPM Ordinance**”) describes an integrated pest management (“**IPM**”) policy to be implemented by all City departments. Licensee shall not use or apply or allow the use or application of any pesticides on the Combined License Area or contract with any person or entity to provide pest abatement or control services to the Combined License Area without first receiving City’s written approval of an IPM plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the Combined License Area during the term of this License, (b) describes the steps Licensee will take to meet the City’s IPM Policy described in Section 300 of the IPM Ordinance and (c) identifies, by name, title, address, and telephone number, an individual to act as the Licensee’s primary IPM contact person with the City. Licensee shall comply, and shall require all of Licensee’s contractors to comply, with the IPM plan approved by the City and shall comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Licensee were a City department. Among other matters, such provisions of the IPM

Ordinance: (i) provide for the use of pesticides only as a last resort, (ii) prohibit the use or application of pesticides on property owned by the City, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City’s Department of the Environment), (iii) impose certain notice requirements, and (iv) require Licensee to keep certain records and to report to City all pesticide use at the Combined License Area by Licensee’s staff or contractors.

If Licensee or Licensee’s contractor will apply pesticides to outdoor areas at the Combined License Area, Licensee must first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation (“CDPR”) and any such pesticide application shall be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license. City’s current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the San Francisco Department of the Environment website, <http://sfenvironment.org/ipm>.

37. Conflict of Interest. Licensee acknowledges that it is familiar with the provisions of Section 15.103 of City’s Charter, Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Sections 87100 *et seq.* and Sections 1090 *et seq.* of the California Government Code and certifies that it does not know of any facts that would constitute a violation of said provisions. If Licensee becomes aware of any such fact during the term of this License, Licensee shall immediately notify City.

38. Disclosure. City’s Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Law (Gov’t Code Sections 6250 *et seq.*), apply to this License and any and all records, information, and materials submitted to City in connection with this License. Accordingly, any and all such records, information, and materials may be subject to public disclosure in accordance with City’s Sunshine Ordinance and the State Public Records Law. Licensee authorizes City to disclose any records, information, and materials submitted to City in connection with this License.

39. Food Service and Packaging Waste Reduction. Licensee shall comply fully with and be bound by all of the provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this License by this reference and made a part of this License as though fully set forth. Capitalized terms used in this Section that are not otherwise defined in this License have the same meaning assigned to such terms in San Francisco Environment Code, Chapter 16. Accordingly, Licensee acknowledges that City contractors, lessees, and licensees may not use Disposable Food Service Ware that contains Polystyrene Foam in City Facilities while performing under a City contract, lease, or license, and shall instead use suitable Biodegradable/Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this License.

40. Severability. If any provision of this License, or its application to any person, entity, or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this License, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this License shall be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this License without the invalidated provision would

be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this License.

41. Cooperative Drafting. This License has been drafted through a cooperative effort of both Parties, and both Parties have had an opportunity to have the License reviewed and revised by legal counsel. No party shall be considered the drafter of this License, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this License.

42. Reserved.

43. San Francisco Packaged Water Ordinance. Licensee shall comply with San Francisco Environment Code Chapter 24 (“**Chapter 24**”). Licensee shall not sell, provide or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), in the performance of this License or on City property unless Licensee obtains a waiver from the City’s Department of the Environment. If Licensee violates this requirement, the City may exercise all remedies in this License and the Director of the City’s Department of the Environment may impose administrative fines as set forth in Chapter 24.

44. General Provisions. (a) This License may be amended or modified only by a writing signed by City and Licensee. (b) No waiver by any party of any of the provisions of this License shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this License. (c) The exhibits referenced in and attached to this instrument are incorporated into this License. (d) This License contains the entire agreement between the Parties regarding the subject matter of this License, and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this License. (e) The Section and other headings of this License are for convenience of reference only and shall be disregarded in the interpretation of this License. (f) Time is of the essence in all matters relating to this License. (g) This License shall be governed by California law and City’s Charter. (h) If either party commences an action against the other or a dispute arises under this License, the prevailing party shall be entitled to recover from the other reasonable attorneys’ fees and costs. For purposes of this License and the indemnifications set forth in this License, reasonable attorneys’ fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding City’s use of its own attorneys. (i) If Licensee consists of more than one person then the obligations of each person shall be joint and several. (j) Licensee may not record this License or any memorandum of this License. (k) Subject to the prohibition against assignments or other transfers by Licensee hereunder, this License shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns. (l) Any sale or conveyance of the property burdened by this License by City shall automatically revoke this License. (m) Notwithstanding anything to the contrary contained in this License, no officer or employee of City has authority to commit City to this License unless and until a resolution of the SFPUC shall have been duly adopted approving this License and authorizing the transaction contemplated by this License. Therefore, any of City’s obligations or liabilities pursuant to or under this License are contingent upon enactment of such a resolution, and this License shall be null and void if, at its sole discretion, the SFPUC does not approve this License. (n) Each of the persons executing this License on Licensee’s behalf do hereby represent and warrant that Licensee is a duly formed or organized (as applicable) and validly existing entity under the laws of California, that Licensee

is in good standing and qualified to do business in California (and covenants to maintain such status during the term of this License), that Licensee has full right and authority to enter into this License, and that each and all of the persons signing on behalf of Licensee are authorized to do so. Upon City’s request, Licensee shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties. (o) Except as expressly provided to the contrary, all approvals, consents, and determinations to be made by City under this License may be made at City’s sole and absolute discretion. (p) Whenever this License requires City’s or the SFPUC’s consent or approval, the General Manager of the SFPUC, or his or her designee, shall be authorized to provide such consent or approval, except as otherwise provided by applicable Laws, including City’s Charter, or by the SFPUC’s Real Estate Guidelines. No consent, approval, election, or option shall be effective unless given, made, or exercised in writing. (q) This License may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. (r) City and Licensee respectively agree to execute and deliver such further instruments and to take such further actions as City may reasonably request from time to time in order to carry out the provisions of this License. (s) Use of the word “including” or similar words will not be construed to limit any general term, statement, or other matter in this License, whether or not language of non-limitation, such as “without limitation” or similar words, are used.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE, NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS LICENSE UNLESS AND UNTIL CITY’S PUBLIC UTILITIES COMMISSION SHALL HAVE DULY ADOPTED A RESOLUTION APPROVING THIS LICENSE AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED IN THIS LICENSE. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY UNDER THIS LICENSE ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS LICENSE SHALL BE NULL AND VOID IF CITY’S PUBLIC UTILITIES COMMISSION DO NOT APPROVE THIS LICENSE, AT THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS LICENSE BY ANY DEPARTMENT, COMMISSION, OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ENACTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

[SIGNATURES ON FOLLOWING PAGE]

LICENSEE REPRESENTS AND WARRANTS TO CITY THAT IT HAS READ AND UNDERSTANDS THE CONTENTS OF THIS LICENSE, HAS HAD AN OPPORTUNITY TO REVIEW AND DISCUSS IT WITH COUNSEL OF ITS CHOOSING, AND AGREES TO COMPLY WITH AND BE BOUND BY ALL OF ITS PROVISIONS.

LICENSEE:

CITY OF LOS ALTOS,
a municipal corporation

By: _____
Name: _____
Its: _____
Date: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
DENNIS J. HERRERA
General Manager
San Francisco Public Utilities Commission
Date: _____

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Vincent L. Brown
Deputy City Attorney

Authorized by
San Francisco Public Utilities Commission

Resolution No. _____
Adopted: _____

EXHIBIT A

Description of Pathway Area

Approximately 80,000 square feet of all that certain real property located in the City of Los Altos, County of Santa Clara, California, described as follows:

The Pathway Area consists of the entirety of SFPUC Parcel Nos. 236 and 237, according to SFPUC records and as shown on the attached **Exhibit B** and made a part of this License.

EXHIBIT B

Depiction of Combined License Area

[see attached]

EXHIBIT B-1

Depiction of 1961 Revocable Permit Area for Street and Sewer Crossings

[see attached]

EXHIBIT B-2

**Depiction of 1963 Revocable Permit Area for Street Crossing, Storm Drain and Fire Access
Roadway**

[see attached]

EXHIBIT B-3

Depiction of 1972 Revocable Permit Area for Street Widening and Landscaping

[see attached]

EXHIBIT B-4

Engineering Drawings for 1974 Adobe Creek Pedestrian and Bicycle Bridge

[see attached]

EXHIBIT B-5

Depiction of 1987 Revocable Permit Area for Bicycle Path and Landscaping

[see attached]

EXHIBIT B-6

Depiction of 1985 Drawing for Added Permit Area

[see attached]

EXHIBIT C

Depiction of Maintenance Area

[see attached]

EXHIBIT D

Deeds

[see attached]

EXHIBIT E

SFPUC Vegetation Management Policy

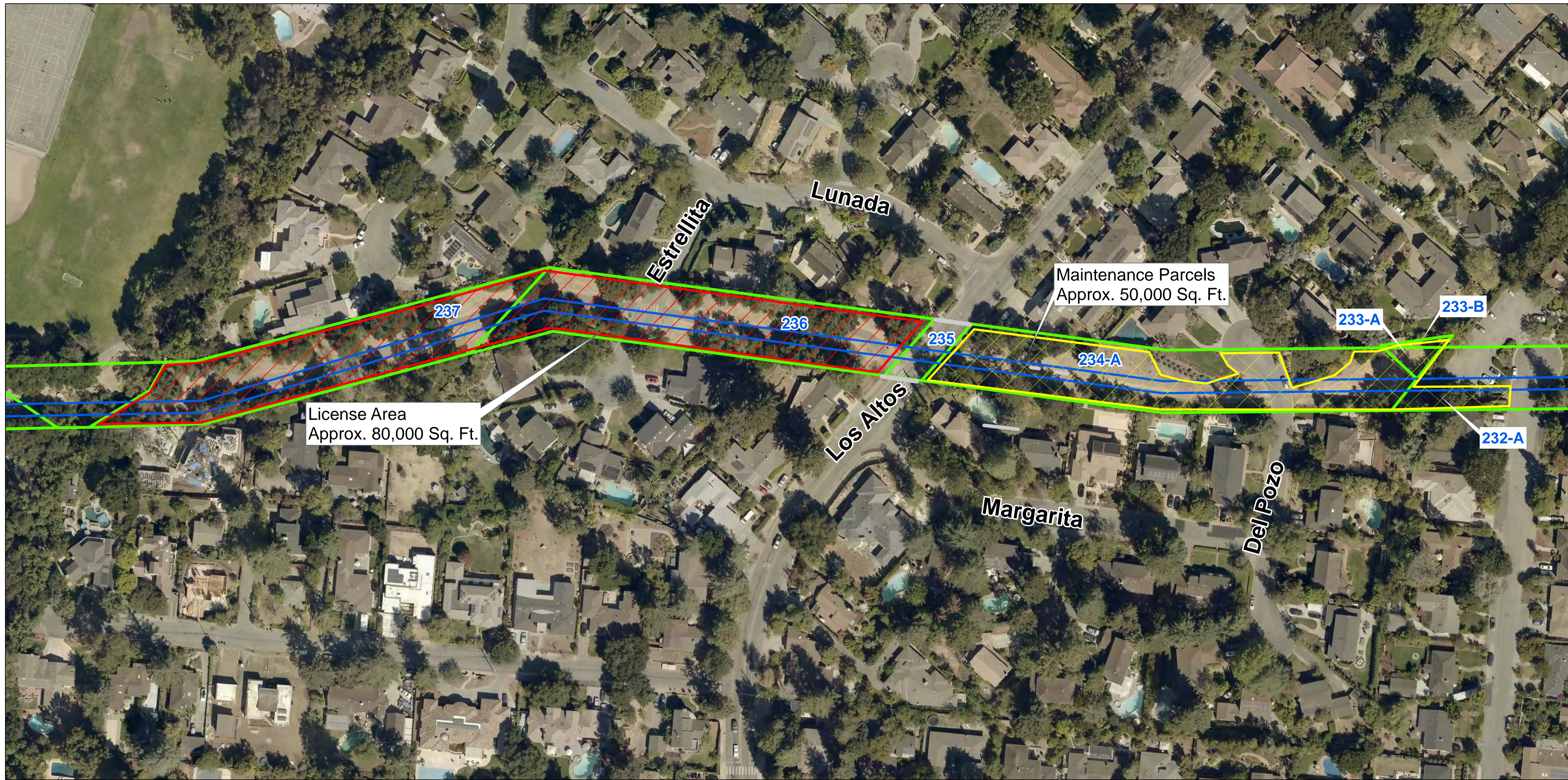
[see attached]




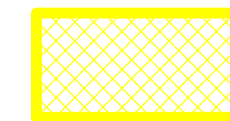
EXHIBIT F

SFPUC Encroachment Policy

[see attached]

Date 12/17/21 Author: H.Rodgers



-  SFPUC Fee Owned Right of Way
-  SFPUC Pipeline
-  License Area
-  Maintenance Parcels



**Hetch Hetchy
Regional Water System**
Services of the San Francisco Public Utilities Commission

Exhibit B

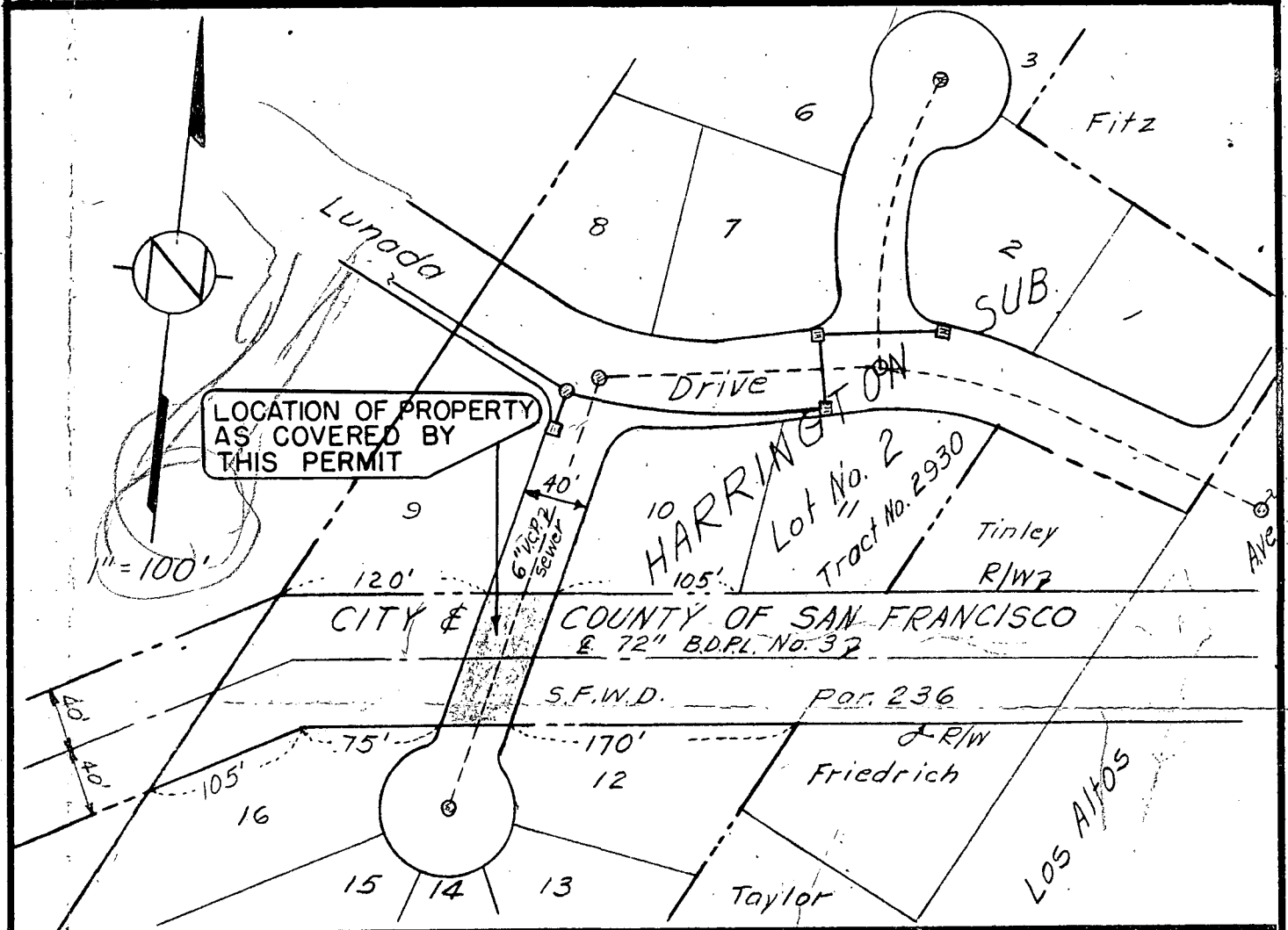
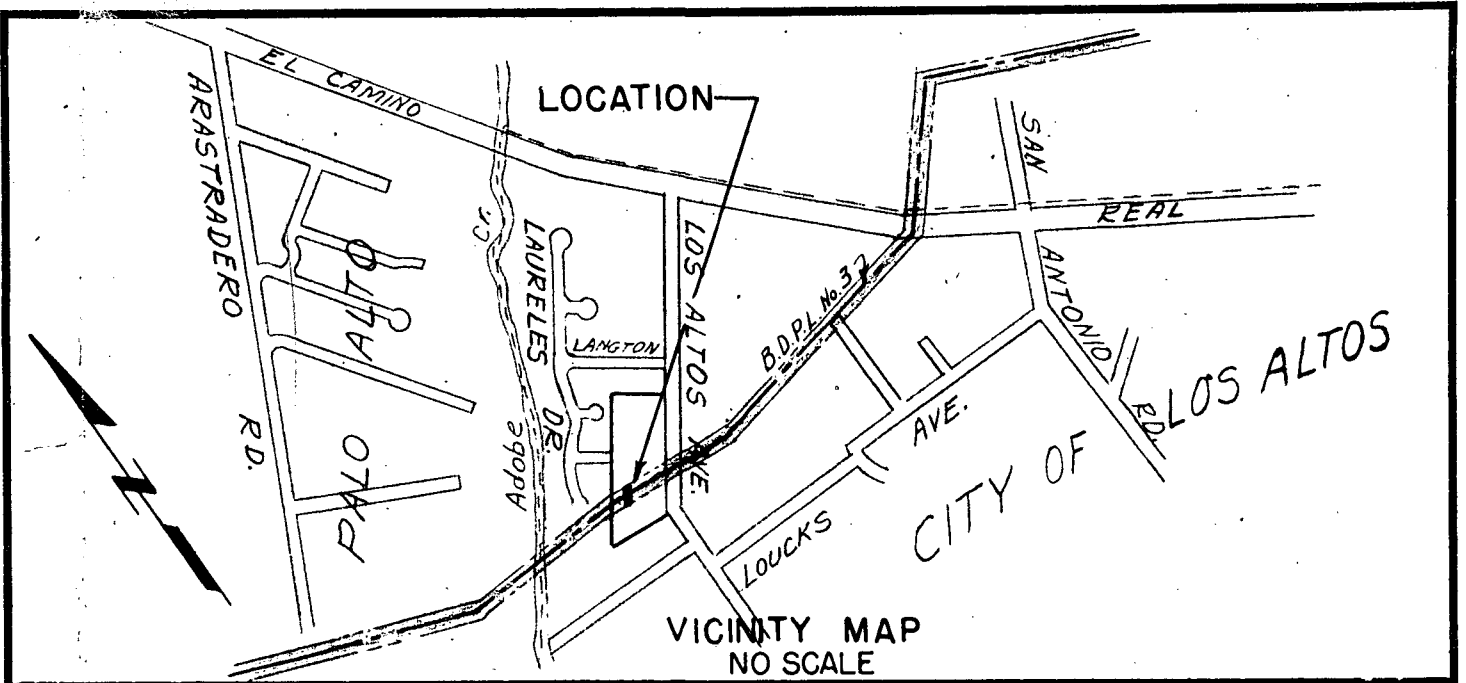
**SFPUC Revocable License P4550
issued to
City of Los Altos**

**License Area:
SFPUC Parcel Nos. 236 and 237**

**Maintenance Parcels:
SFPUC Parcel Nos. 232-A,
233-A, 233-B, and 234-A**



The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.

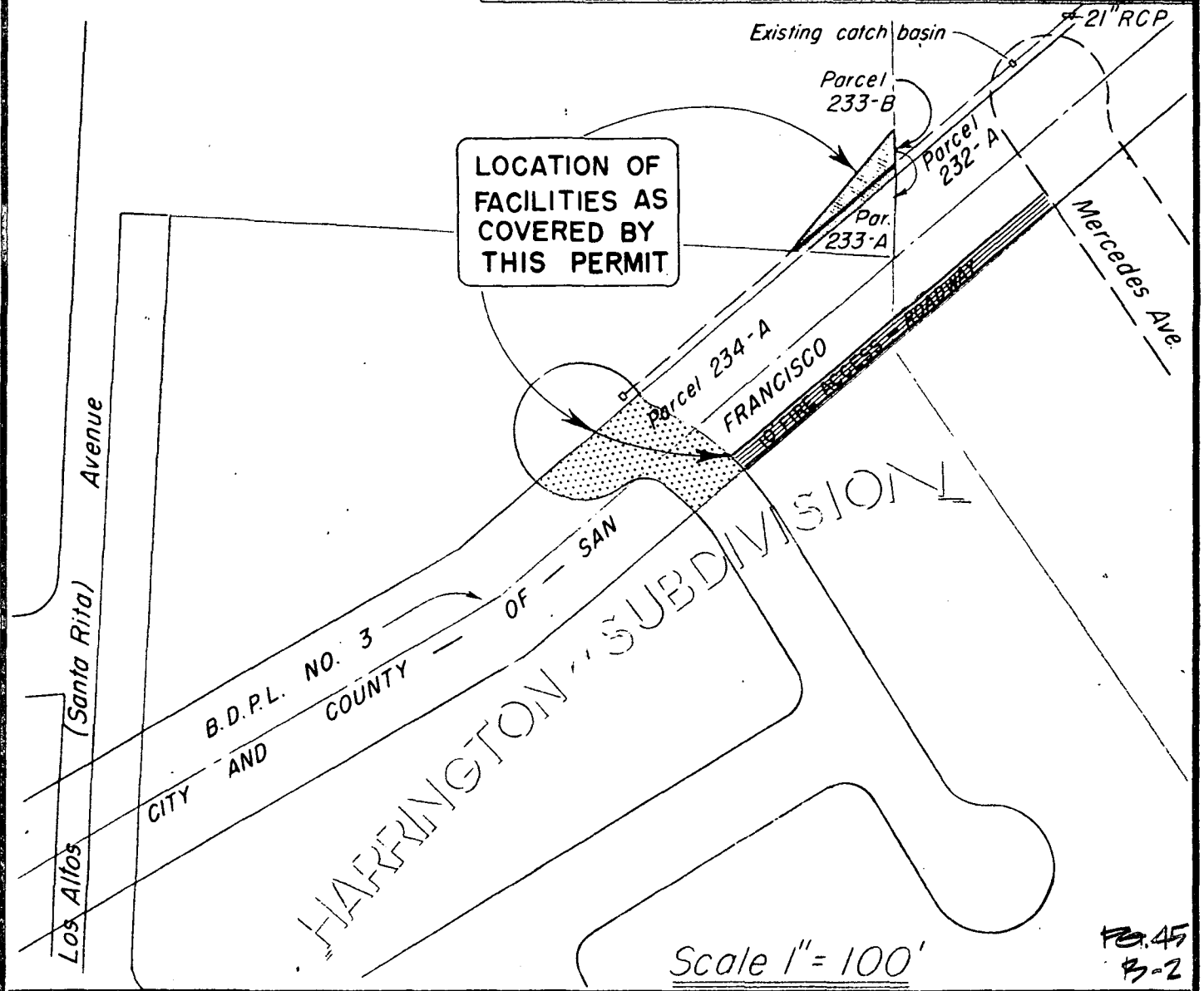
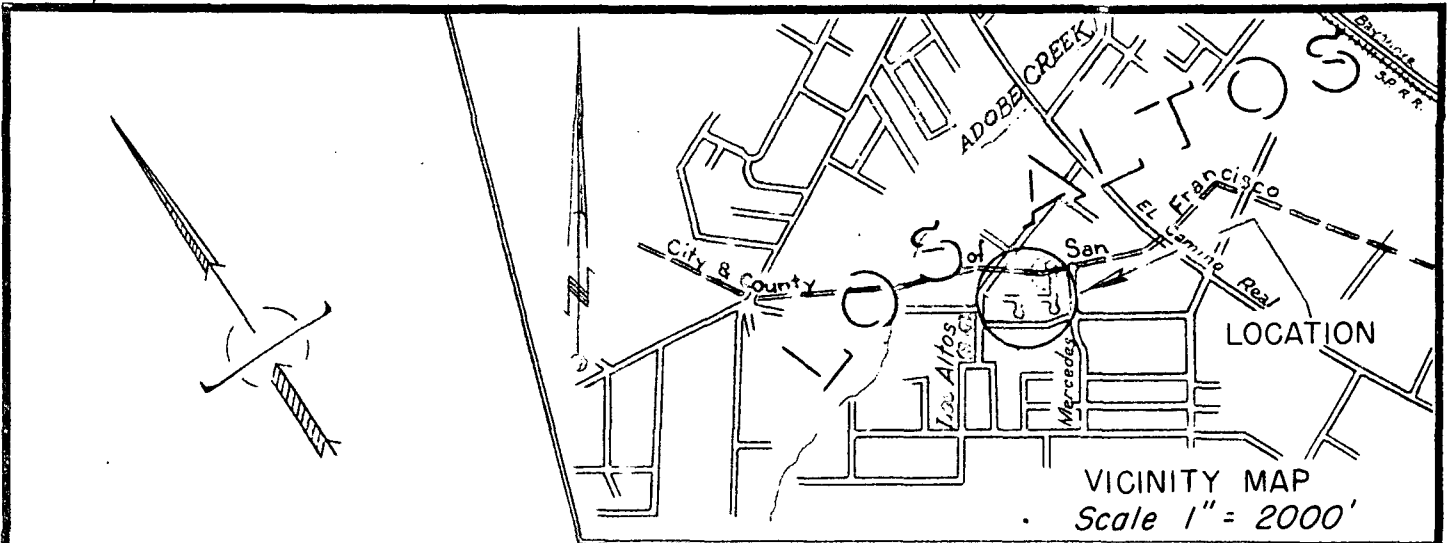


CITY AND COUNTY OF SAN FRANCISCO
 PUBLIC UTILITIES COMMISSION
 SAN FRANCISCO WATER DEPARTMENT

pg. 45
 B-2

REVOCABLE PERMIT TO CITY OF LOS ALTOS
 FOR STREET AND SEWER CROSSINGS
 B.D.P.L. NO. 3, PAR. 236 SANTA CLARA COUNTY

APPROVED	SCALE As Shown	BY Noite #246-60	DR. R.T.M.	DRAWING NO.
APPROVED		TR. R.T.M.	CH. [Signature]	B-2289
GENERAL MANAGER AND CHIEF ENGINEER		DATE March 22, 1961	REVISED	

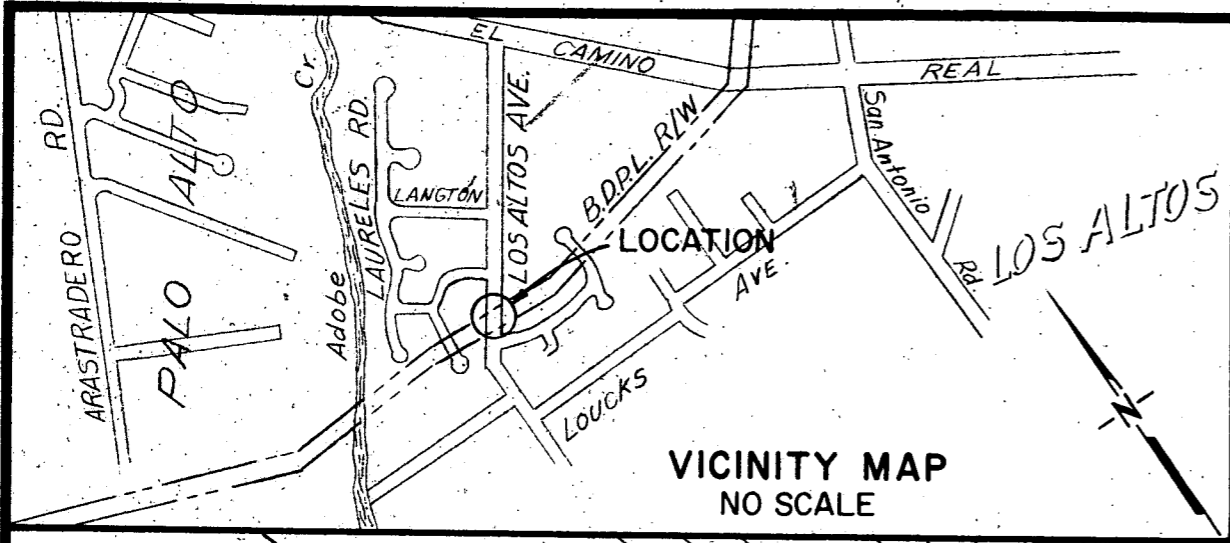


PG. 45
B-2

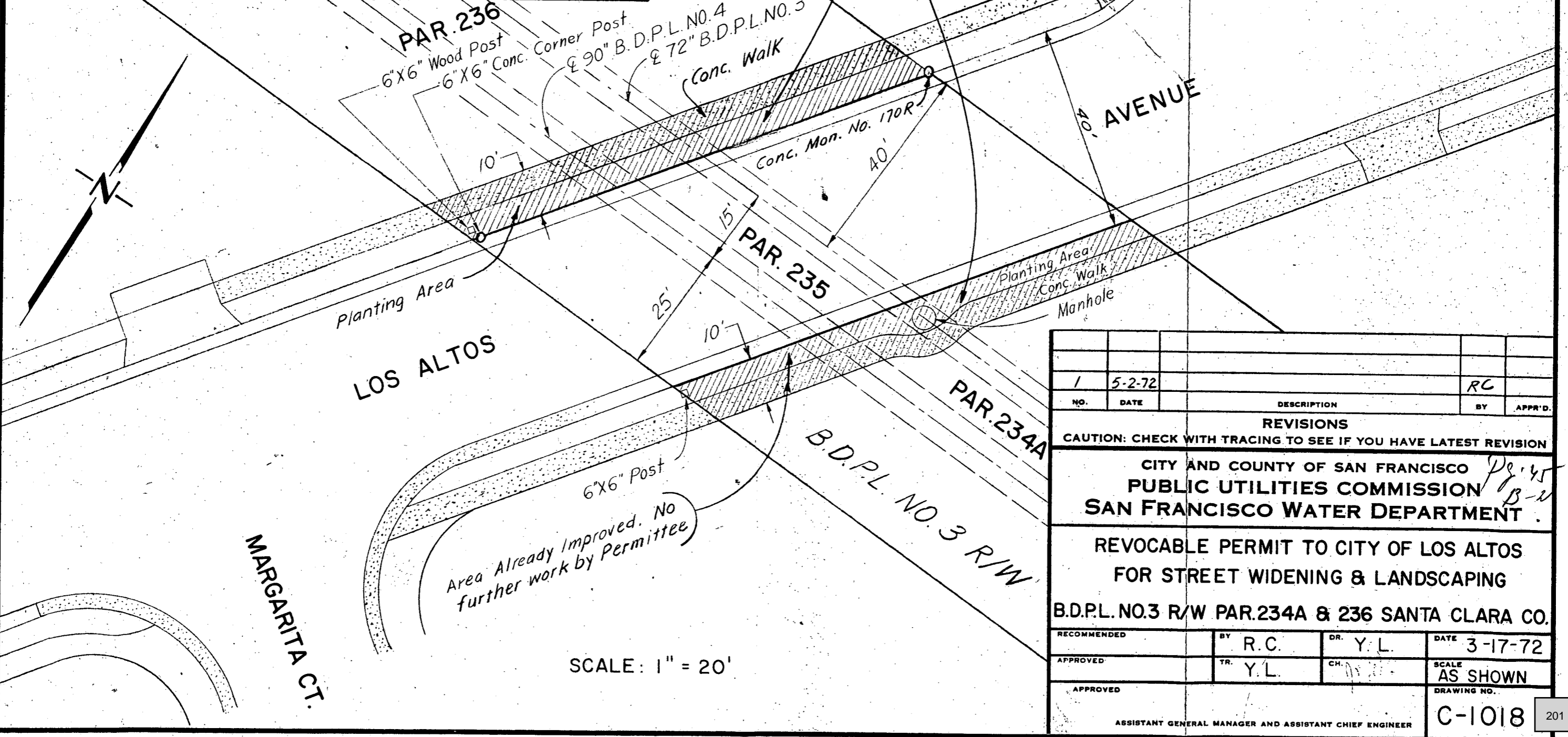
CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION
SAN FRANCISCO WATER DEPARTMENT

REVOCABLE PERMIT TO CITY OF LOS ALTOS for:-
STREET CROSSING, STORM DRAIN & FIRE ACCESS ROADWAY
PAR. N^o. 232-A, 233-B, 234-A - B.D.P.L. 3 SANTA CLARA CO.

APPROVED	SCALE As Shown	BY <i>REH</i>	DR.	DRAWING NO.
APPROVED		TR.	CH.	B-2518
GENERAL MANAGER AND CHIEF ENGINEER		DATE MAY 14 63	REVISED	



LOCATION OF PROPERTY AS COVERED BY THIS PERMIT



SCALE: 1" = 20'

NO.	DATE	DESCRIPTION	BY	APPR'D.
1	5-2-72		RC	
REVISIONS				
CAUTION: CHECK WITH TRACING TO SEE IF YOU HAVE LATEST REVISION				
CITY AND COUNTY OF SAN FRANCISCO PUBLIC UTILITIES COMMISSION SAN FRANCISCO WATER DEPARTMENT				
REVOCABLE PERMIT TO CITY OF LOS ALTOS FOR STREET WIDENING & LANDSCAPING B.D.P.L. NO.3 R/W PAR.234A & 236 SANTA CLARA CO.				
RECOMMENDED	BY	R.C.	DR.	Y.L.
APPROVED	TR.	Y.L.	CH.	
APPROVED				
ASSISTANT GENERAL MANAGER AND ASSISTANT CHIEF ENGINEER				DATE
				3-17-72
				SCALE
				AS SHOWN
				DRAWING NO.
				C-1018

DATE: April 8/84	SCALE: As Noted	DESIGNER: R. S. Nolte	CHECKED: R. S. Nolte
DRAWN BY: T. G.	PROJECT NO: 77-2	PROJECT NAME: Los Altos Ave. Water Dept. Reservoir	REVISIONS:
BY DATE:	BY DATE:	BY DATE:	BY DATE:



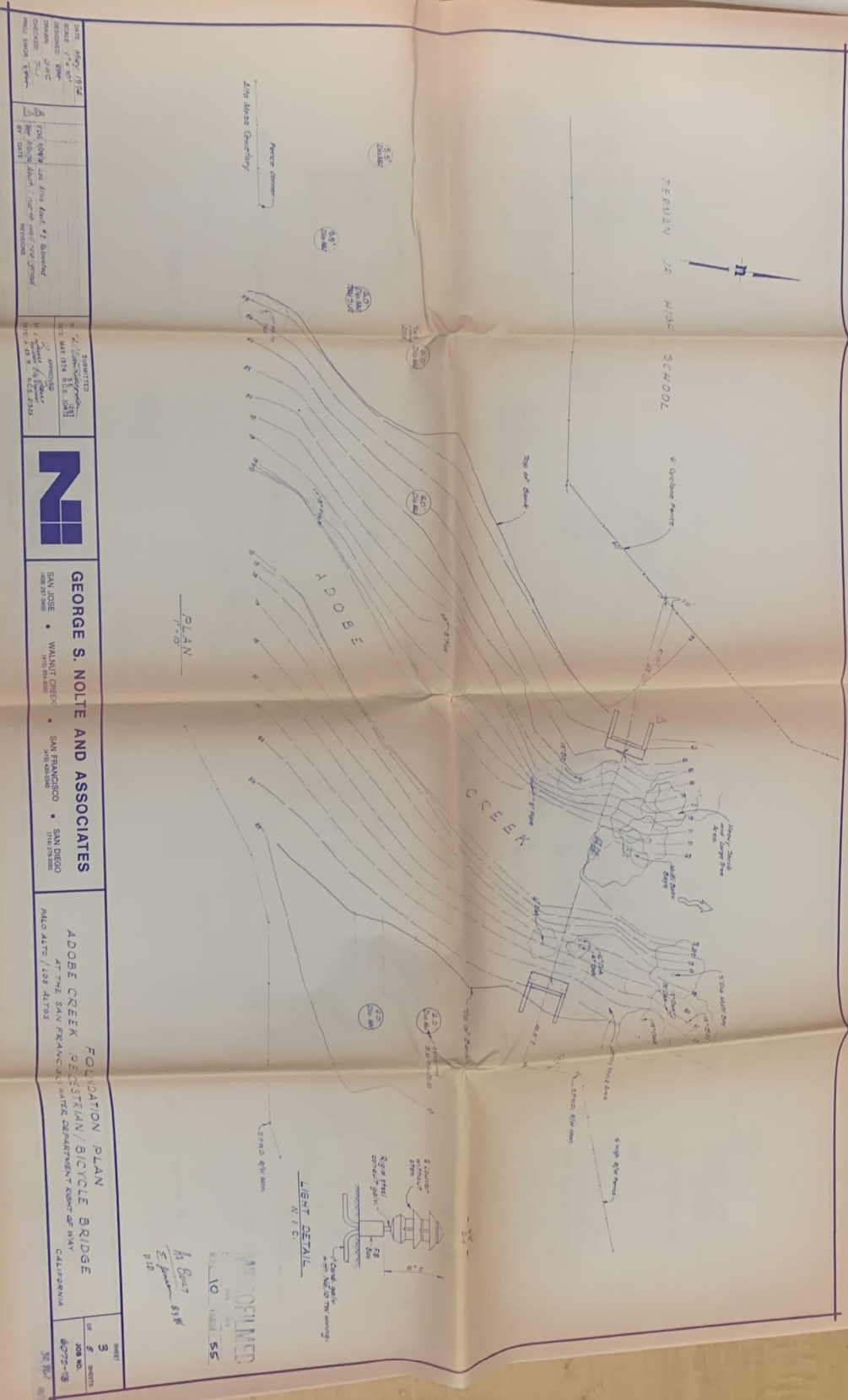
GEORGE S. NOLTE AND ASSOCIATES
 SAN JOSE (408) 283-2000
 WALNUT CREEK (415) 934-6000
 SAN FRANCISCO (415) 423-2000
 SAN DIEGO (714) 578-5800

ADOBE CREEK PEDESTRIAN/BICYCLE BRIDGE
 AT THE SAN FRANCISCO WATER DEPARTMENT RIGHT OF WAY
 PALO ALTO / LOS ALTOS CALIFORNIA

SHEET 2	OF 5
JOB NO. 6070-73	



OCT 26 1984 REC'D BY Mr. M.A.



DATE	1/24/1974	DESIGNED BY	W. J. GARDNER
SCALE	1" = 40'	CHECKED BY	W. J. GARDNER
DRAWN BY	W. J. GARDNER	APPROVED BY	W. J. GARDNER
PROJECT NO.	100-1000	BY DATE	

APPROVED
 W. J. GARDNER
 CIVIL ENGINEER
 100-1000



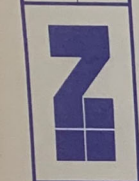
GEORGE S. NOLTE AND ASSOCIATES
 SAN JOSE • WALKOT CREEK • SAN FRANCISCO • SAN DIEGO
 100-1000 100-1000 100-1000 100-1000

FOUNDATION PLAN
 ADOBE CREEK RESTRICTION/BICYCLE BRIDGE
 AT THE SAN FRANCISCO WATER DEPARTMENT RIGHT OF WAY
 PALO ALTO / LOS ALTOS

SCALE: 1" = 40'
 SHEET NO. 55
 OF 55 SHEETS
 6070-78

DATE: 1/24/1974
 DRAWN BY: W. J. GARDNER
 CHECKED BY: W. J. GARDNER
 APPROVED BY: W. J. GARDNER

DATE	BY	DATE	REVISIONS
DESIGNED	BY	DATE	
CHECKED	BY	DATE	
APPROVED	BY	DATE	



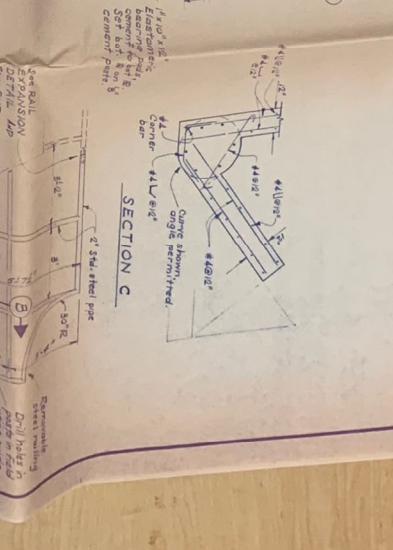
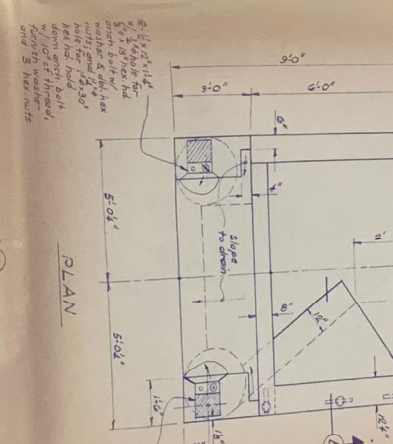
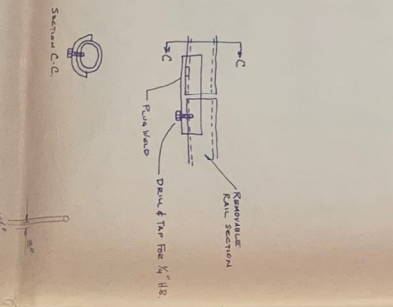
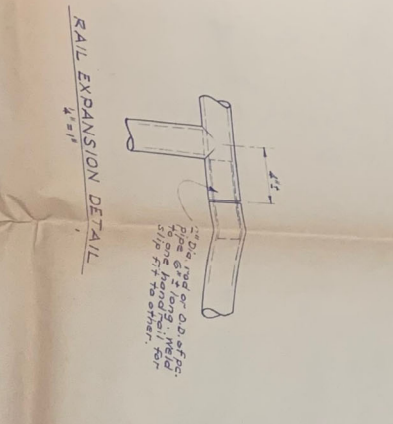
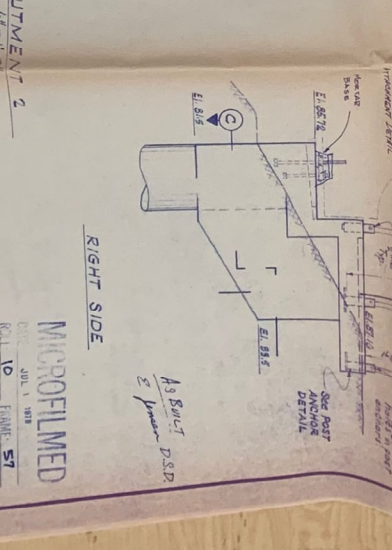
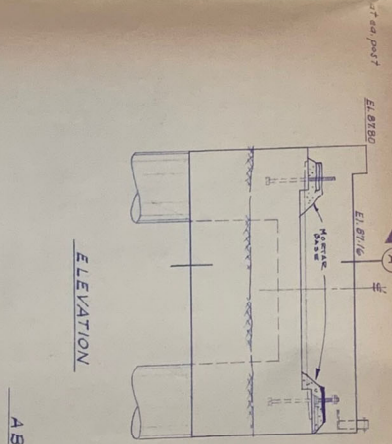
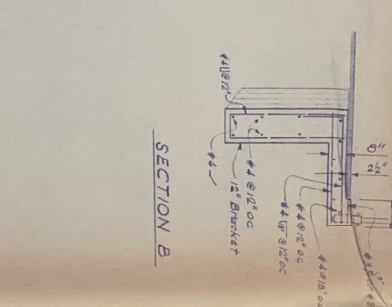
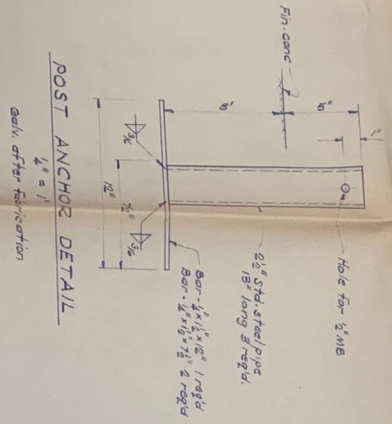
GEORGE S. NOLTE AND ASSOCIATES
 SAN JOSE ■ WAINWIT CREEK ■ SAN FRANCISCO ■ SAN DIEGO
 (408) 251-2500 (415) 954-8000 (619) 778-8822

ADOBEE CREEK REDISTRIB
 AT THE SAN FRANCISCO WATER D
 PALO ALTO / LOS ALTOS

ABUTMENT 2
 SUPPLEMENTAL

PROJECT 09742
 SHEET 4A
 OF 5 SHEETS
 JOB NO. 6070-718
 30741

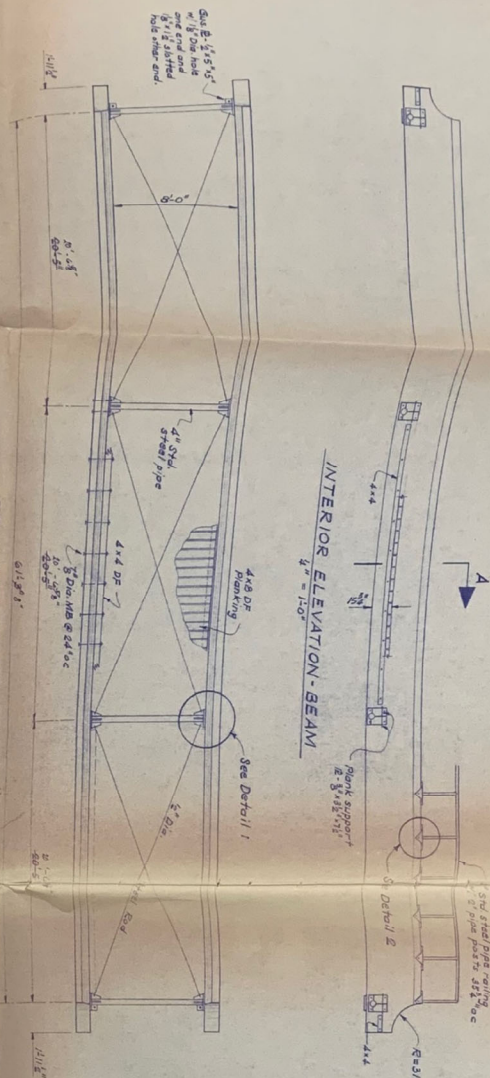
Handwritten note:
 All drawings in set
 shall be checked by
 Staff, R.S., 4/4/5. are
 checked. Many



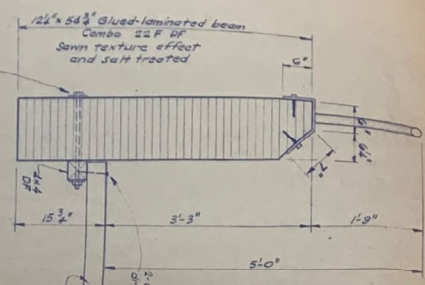
MICROFILMED
 JUL 1 1985
 ROLL 10 FRAME 51

AS BUILT DSD
 2/1/95

ADOBEE CREEK REDISTRIB
 AT THE SAN FRANCISCO WATER D
 PALO ALTO / LOS ALTOS



FRAMING PLAN
Scale: 1/2" = 1'-0"

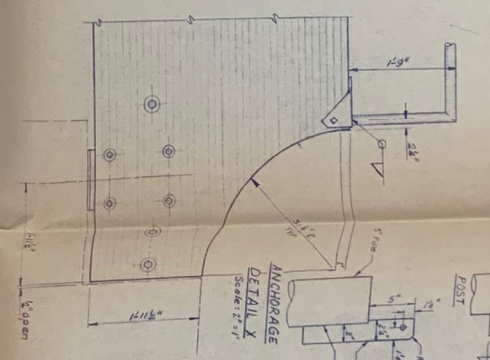


PLAN
Scale: 1/2" = 1'-0"

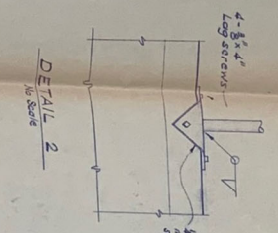
SIDE VIEW
Scale: 1/2" = 1'-0"

DETAIL 1
Scale: 1/2" = 1'-0"

END VIEW
Scale: 1/2" = 1'-0"



EXTERIOR END ELEVATION
Scale: 1/2" = 1'-0"



DATE	NOV 9/74	BY	WALNUT CREEK
SCALE	AS NOTED	DATE	MAY 9/74
DRAWN	WALNUT CREEK	DATE	MAY 9/74
CHECKED	WALNUT CREEK	DATE	MAY 9/74
PROJECT	BRIDGE	DATE	MAY 9/74
PROJECT NO.	6070-73	DATE	MAY 9/74

DATE	MAY 9/74	BY	WALNUT CREEK
SCALE	AS NOTED	DATE	MAY 9/74
DRAWN	WALNUT CREEK	DATE	MAY 9/74
CHECKED	WALNUT CREEK	DATE	MAY 9/74
PROJECT	BRIDGE	DATE	MAY 9/74
PROJECT NO.	6070-73	DATE	MAY 9/74

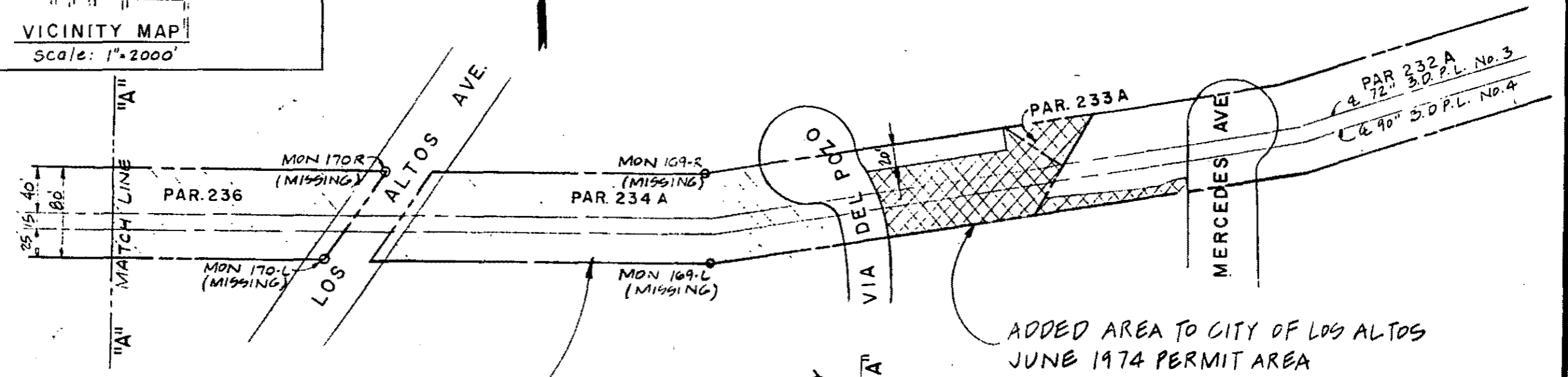
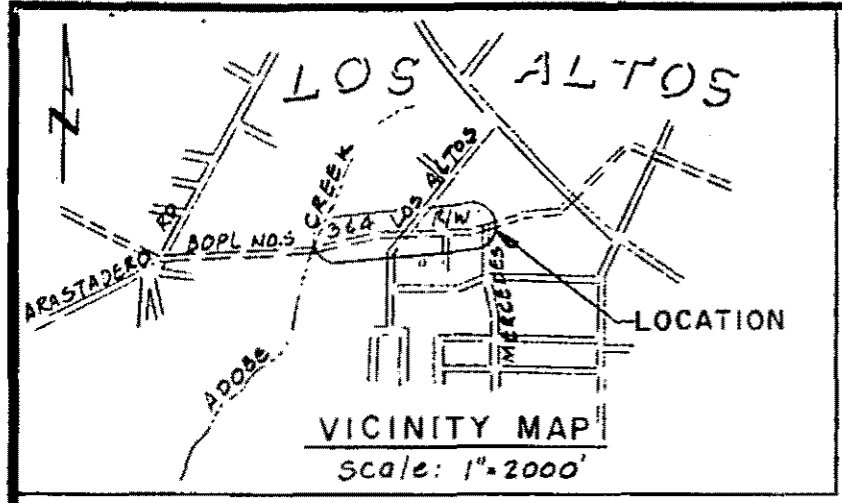


GEORGE S. NOLTE AND ASSOCIATES
SAN JOSE
WALNUT CREEK
SAN FRANCISCO
SAN DIEGO

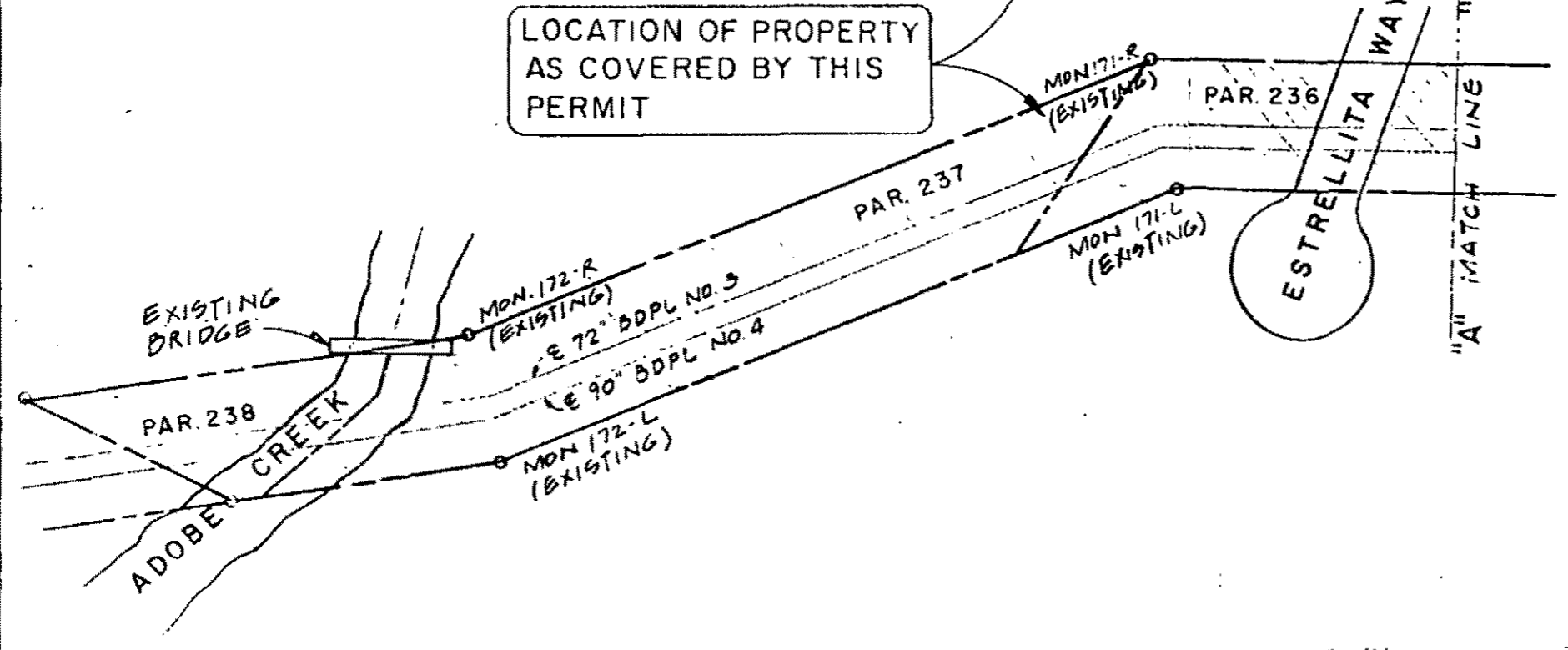
BRIDGE DETAILS
ADOBEE CREEK
PEDESTRIAN/BICYCLE BRIDGE
AT THE SAN FRANCISCO WATER DEPARTMENT RIGHT OF WAY
CALIFORNIA

SHEET	5
OF	5
JOB NO.	6070-73
DATE	NOV 9/74

MICROFILMED
ROLL 10 FRAME 58



LOCATION OF PROPERTY AS COVERED BY THIS PERMIT



ADDED AREA TO CITY OF LOS ALTOS
JUNE 1974 PERMIT AREA

Scale: 1"=100'

NO.	DATE	DESCRIPTION	BY	APP'D.
	5-12-86	General Revisions		P.A.
REVISIONS				
CAUTION: CHECK WITH TRACING TO SEE IF YOU HAVE LATEST REVISION				
CITY AND COUNTY OF SAN FRANCISCO PUBLIC UTILITIES COMMISSION SAN FRANCISCO WATER DEPARTMENT				
REVOCABLE PERMIT TO CITY OF LOS ALTOS FOR BICYCLE PATH & LANDSCAPING				
B.D.P.L. NQS 3 & 4 R/W			SANTA CLARA CO	
RECOMMENDED	BY	DR. TT	DATE	5-29-74
APPROVED	TR.	CH. DM	SCALE	As shown
APPROVED				DRAWING NO.
ASSISTANT GENERAL MANAGER AND ASSISTANT CHIEF ENGINEER				C-1061-1

Froid

**Merced
Condominium**

Agenda Item # 8.

1071

PAR: 234A

SITE

Loucks

VICINITY MAP

Property Line

20'

all existing bushes and shrubs not shown

Parking Lot

Existing

Pathway

Property Line/Fence

Cottonwood tree to be removed

APPROVED DRAWING FOR
SAN FRANCISCO WATER DEPT.
LAND USE

THOMAS CHAN
SENIOR CIVIL ENGINEER

1/15/81
DATE

Proposed landscaping to match existing
1 Oleander & 6 Ligustrum Japonicum



VIA DEL POZO

MERCEDES AVENUE

1061

1062



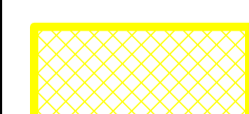
CITY OF LOS ALTOS

SCALE: 1" : 20'

ADDED AREA OF CITY OF LOS ALTOS
JUNE, 1974 PERMIT
NOVEMBER 19, 1985



Date 01/19/22 Author: H.Rodgers

-  SFPUC Pipeline
-  SFPUC Fee Property
-  Maintenance Parcels



**Hetch Hetchy
Regional Water System**

Services of the San Francisco Public Utilities Commission

Exhibit C
Depiction of
Maintenance Parcels
License P4550

**SFPUC Parcel Nos. 232-A,
233-A, 233-B, and 234-A**



The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.

Par. 232 A
B-570 A

BOOK 1937 PAGE 504

(No documentary stamps required)
S.J.A. #200192

DEED

IRMA W. HOFF, the first party, hereinafter referred to as the Grantor, hereby grants to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, hereinafter referred to as the City, the following described real property situated in the County of Santa Clara, State of California:

A strip of land 80 feet wide, lying 40 feet either side of the following described line and extensions thereto, across that certain parcel of land conveyed by Walter A. Hoff to Irma W. Hoff by deed dated April 16, 1934 and recorded January 11, 1940 in Volume 960 at page 498, Official Records, Santa Clara County, hereinafter referred to as the Hoff Parcel; said strip of land being more particularly described as, COMMENCING at a point in the common boundary between the above mentioned Hoff Parcel and that certain parcel of land conveyed by Dora Kolander to Harry S. McCaughan et al, by deed dated August 10, 1943 and recorded August 18, 1943 in Volume 1156 at page 303, Official Records, Santa Clara County, hereinafter referred to as the McCaughan Parcel; said point being distant along said common boundary south 21° 21' 15" west 125.70 feet from the southwesterly boundary of the existing State Highway IV SCL-2A; thence, from said point of commencement south 84° 18' 45" west 346.17 feet, south 74° 41' 55" west 306.87 feet and south 83° 09' 20" west 216.14 feet to a point in the common boundary between the above mentioned Hoff Parcel and that certain parcel of land described in Deed of Trust between A. Chloupek and E. D. Chloupek, Trustors, San Jose Abstract and Title Insurance Co., Trustee, and Allene E. Kankel, Beneficiary, dated May 4, 1929 and recorded June 12, 1929 in Volume 469 at page 172, Official Records, Santa Clara County, hereinafter referred to as the Chloupek Parcel; said point being distant along said common boundary north 33° 22' 45" east 52.36 feet from the most westerly corner of the above mentioned Hoff Parcel; the northeasterly end of said strip being the above mentioned common boundary between the McCaughan and Hoff Parcels, and the southwesterly end of said strip being the above mentioned common boundary between the Hoff and Chloupek Parcels: CONTAINING 1.596 Acres.

ALSO the right to cut any and all existing fences and to install gates therein at such points as may be necessary for the convenience of the City in the use of said parcel of real property, and the right to protect pipes and other structures or improvements of the City by means of fences or otherwise; provided, however, that the City shall not construct any other fences upon or with respect to said parcel of real property without the consent of the Grantor. If the City should damage the Grantor's roads or fences, the City shall, at its own expense, repair such damage.

THIS DEED IS MADE SUBJECT TO THE FOREGOING AND THE FOLLOWING COVENANTS:

1. The Grantor is permitted the right to plant, cultivate, irrigate, harvest and retain crops from the parcel of land herein described, and to use said land for pasturage, until such time as the City requires said land for construction purposes, and thereafter to cultivate, plant, irrigate, harvest and retain crops from, and to use for pasturage, such parts of said parcel of land as are not actually needed by the City for the construction, maintenance, repair, operation, renewal and replacement of its aqueduct pipe lines and other structures or improvements, appurtenances and appliances; provided, that the Grantor shall not plant any trees on said above described parcel of real property.

2. The Grantor is permitted the right to construct, maintain, use, repair, replace, and renew, over and across said parcel of land, (but not along in the direction of the City's pipe line or lines), fences, roads, streets, earth fills, sewers, water pipes, gas pipes, electric power lines, telephone lines, telegraph lines; provided, however, that the location and grades of such improvements and structures of the Grantor, and the amount of any earth fill, proposed to be placed on said parcel of real property by the Grantor, shall first be approved by the City's Public Utilities Commission; provided further, that the Grantor shall not use said parcel of land, or permit the same to be used, for any purpose or in any manner which will interfere with, damage, or endanger in any way any aqueduct pipe lines, and other structures and improvements, appurtenances or appliances, of the City. The Grantor shall install gates in any additional fences which he may construct across said parcel of real property sufficient in width to allow passage of trucks and other equipment.

3. After installation of the City's first pipeline, the City's Public Utilities Commission shall give the Grantor at least six months' written notice before commencing construction of any additional aqueduct pipe lines, utilities, and other structures or improvements on said parcel of real property.

4. All notices to be given between the parties hereto shall be in writing and served personally or by depositing the same in the United States mail, postage prepaid and addressed to City at the office of its Manager of Utilities, City Hall, San Francisco, California; and to Grantor at 90 Divisadero Street, San Francisco, and the said notice shall be binding upon any successor in interest of the Grantor

BOOK 1937 PAGE 566

unless the City is notified in writing of the address of said successor in interest in which case said notice of the City is to be sent thereto.

5. The tops of all of City's pipe lines and conduits shall be laid below the surface of the ground and covered to a depth of not less than 18 inches, excepting pipe line appurtenances which may be constructed flush with or above the surface of the ground.

6. Temporary bridge access to the area containing the office, garage, and propagating houses shall be maintained by the City for trucks and workmen of the Grantor during the period of construction.

7. Existing water, gas, and electric connections shall be maintained by the City during the period of pipe line construction.

8. The covenants herein set forth shall inure to the benefit of, and bind, the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the first party has executed this conveyance this 15th day of March, 1950.

Irma W. Hoff

STATE OF CALIFORNIA

County of Santa Clara } ss

On this 15th day of March in the year one thousand nine hundred and Fifty before me John W. Clark a Notary Public in and for the

County of Santa Clara, State of California, residing therein, duly commissioned and sworn, personally appeared Irma W. Hoff

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Santa Clara county of Santa Clara, the day and year in this certificate first above written.

John W. Clark

Notary Public in and for the Santa Clara County of Santa Clara, State of California. My Commission Expires 3/29/52

BOOK 1937 PAGE 567

LAND PURCHASES—BAY DIVISION
 PIPE LINE NO. 3.
 Resolution No. 8771
 (Series of 1939)

RESOLVED, in accordance with the written offers on file in the office of the Director of Property and the recommendation of the Public Utilities Commission that the City and County of San Francisco, as a municipal corporation, accept deeds from the following named parties or the legal owners, to certain parcels of land in Santa Clara County, California, required for the Bay Division Pipe Line No. 3, and that the sums set forth opposite their names be paid for said real property from Appropriation No. 90,600.66:

Clinton H. Bell, et ux	\$ 500.00
Irma W. Hoff	\$ 200.00

The sum of \$9,700.00 required for the purpose of this resolution was previously certified under Resolution No. 8208, Series of 1939, for the acquisition of said real property through eminent domain proceedings, and inasmuch as it now appears that said proceedings will not be necessary with respect to said property, the Controller is authorized to release this amount from the previous certification and make said amount available for the purposes herein set forth. In the event that it should become necessary to proceed under Resolution No. 8208, the Controller is authorized to make the necessary adjustment of funds.

The City Attorney shall examine and approve the title to said property.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of June 20, 1949.

JOHN R. McGRATH, Clerk
 Approved, June 21, 1949.
 ELMER E. ROBINSON, Mayor

Approved:
Leona J. ...
 General Manager

FILED FOR RECORD
 AT REQUEST OF

1950 MAR 2 PM 2:00

IN WITNESS WHEREOF,
 OFFICIAL RECORDS,
 SANTA CLARA COUNTY
Charles ...
 RECORDER

CLERK'S CERTIFICATE

STATE OF CALIFORNIA }
 City and County of San Francisco } ss.

I, John R. McGrath, Clerk of the Board of Supervisors of the City and County of San Francisco, do hereby certify

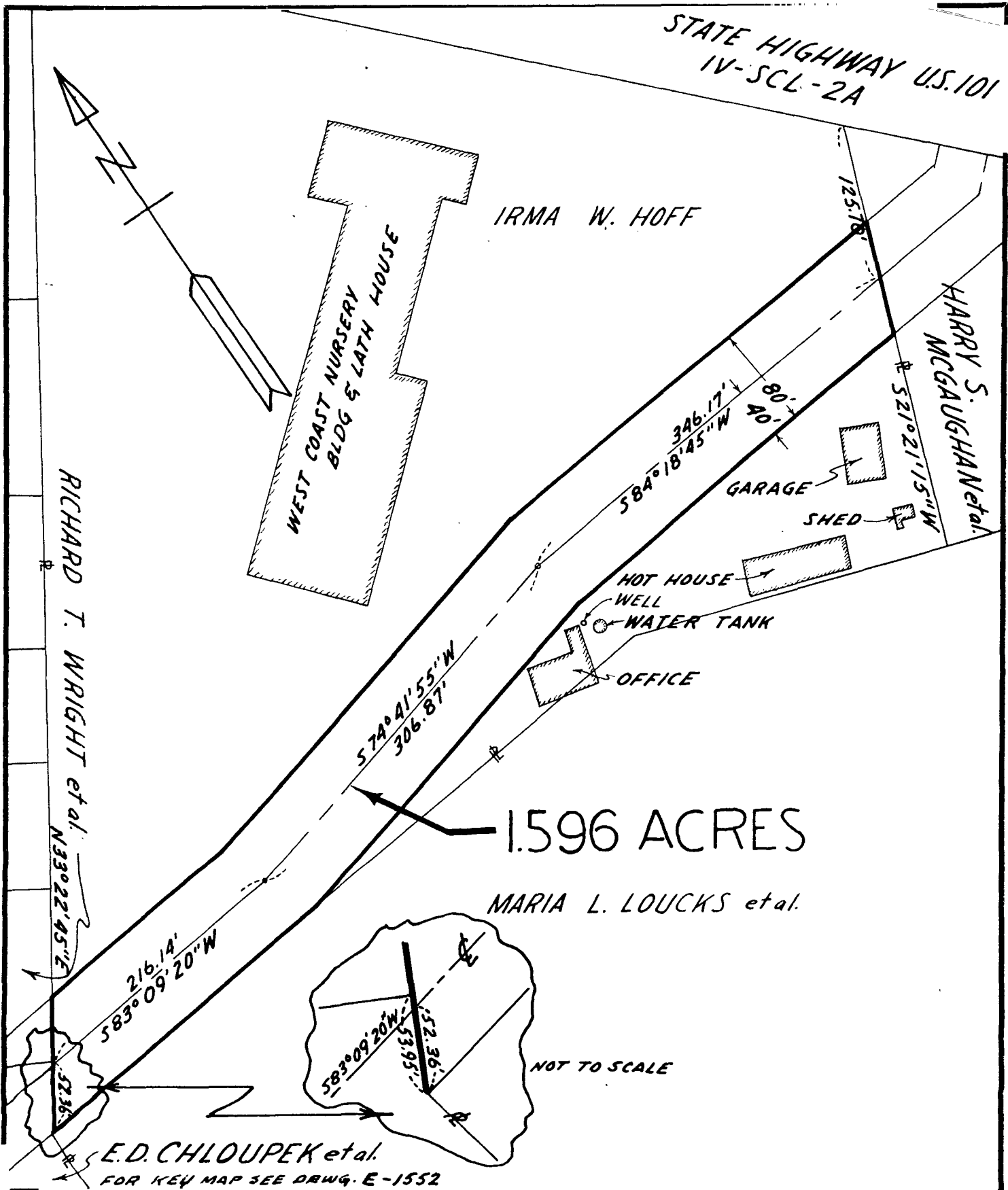
that the annexed Resolution No. 8771 (Series of 1939) is a full, true and correct copy of the original thereof on file in the office of the Clerk of the Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City and County this 27 day of July, 1949.



John R. McGrath
 Clerk of the Board of Supervisors, City and County of San Francisco

IX



CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION
SAN FRANCISCO WATER DEPARTMENT

BAY DIVISION PIPE LINE NO. 3
PARCEL NO. 232A
SAN MATEO COUNTY

APPROVED	SCALE 1"=100'	BY C.W.	DR. W.L.	DRAWING NO. B 570A
APPROVED		TR. M.R.P	CH. D. S.	
GENERAL MANAGER AND CHIEF ENGINEER		DATE 3-31-49	REVISED	

BOOK 1921 PAGE 268

Par. 233 A & B
B-571A

No Revenue Stamps Required

DEED

200 193 2ja

RICHARD T. WRIGHT and MARIE HELEN WRIGHT, his wife, the first parties, hereinafter referred to as the Grantors, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, hereinafter referred to as the City, the following described real property situated in the County of Santa Clara, State of California:

A portion of that certain parcel of land conveyed by Mercedes Pearce to Richard T. Wright et ux, by Joint Tenancy Deed dated April 4, 1946 and recorded April 8, 1946 in Volume 1345 at page 84, Official Records, Santa Clara County, hereinafter referred to as the Wright Parcel; said portion of land being more particularly described as, COMMENCING at a point in the common boundary between the above mentioned Wright Parcel, and that certain parcel of land conveyed by Walter A. Hoff to Irma W. Hoff by deed dated April 16, 1934 and recorded January 11, 1940 in Volume 960 at page 498, Official Records Santa Clara County, hereinafter referred to as the Hoff Parcel, said point being distant along said common boundary South 33° 22' 45" West 59.46 feet from the most Easterly corner of the above mentioned Wright Parcel; thence, from said point of commencement along the above mentioned common boundary between the Wright and Hoff Parcels, South 33° 22' 45" West 80.30 feet to the most Southerly corner of the above mentioned Wright Parcel, said corner being distant North 33° 22' 45" East 53.95 feet from the most Westerly corner of the above mentioned Hoff Parcel; thence, from said point and along the Southwesterly boundary of the above mentioned Wright Parcel, North 53° 21' West 66.72 feet, and thence, leaving said Southwesterly boundary, North 74° 26' 15" East 101.44 feet to the point of commencement.

Containing 0.061 of an Acre, being a part of Lot 7 as shown upon that certain Map entitled, "Map of the Harrington Subdivision; which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on November 27, 1893 in Book "H" of Maps, page 17.

ALSO, the right to cut any and all existing fences and to install gates therein at such points as may be necessary for the convenience of the City in the use of said parcel of real property, and the right to protect pipes and other structures or improvements of the City by means of fences or otherwise; provided, however, that the City shall not construct any other fences upon or with respect to said parcel of real property without the consent of the Grantor. If the City should damage the Grantor's roads or fences, the City shall, at its own expense, repair such damage.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOREGOING AND FOLLOWING COVENANTS:

1. The Grantors are permitted the right to plant, cultivate, irrigate, harvest and retain crops from the parcel of land herein described, and to use said land for pasturage, until such time as the City requires said land for construction purposes, and thereafter to cultivate, plant, irrigate, harvest and retain crops from, and to use for pasturage, such parts of said parcel of land as are not actually needed by the City for the construction, maintenance, repair, operation, renewal and replacement of its aqueduct pipe lines and other structures or improvements, appurtenances and appliances; provided, that the Grantors shall not plant any trees on said above described parcel of real property.

2. The Grantors are permitted the right to construct, maintain, use, repair, replace, and renew, over and across said parcel of land, (but not along in the direction of the City's pipe line or lines), fences, roads, streets, earth fills, sewers, water pipes, gas pipes, electric power lines, telephone lines, telegraph lines; provided, however, that the locations and grades of such improvements and structures of the Grantors, and the amount of any earth fill, proposed to be placed on said parcel of real property by the Grantors, shall first be approved by the City's Public Utilities Commission; provided further, that the Grantors shall not use said parcel of land, or permit the same to be used, for any purpose or in any manner which will interfere with, damage, or endanger in any way any aqueduct pipe lines, and other structures and improvements, appurtenances or appliances, of the City. The Grantors shall install gates in any additional fences which they may construct across said parcel of real property sufficient in width to allow passage of trucks and other equipment.

3. After installation of the City's first pipe line, the City's Public Utilities Commission shall give the Grantors at least six months' written notice before commencing construction of any additional aqueduct pipe lines, utilities, and other structures or improvements on said parcel of real property.

4. All notices to be given between the parties hereto shall be in writing and served personally or by depositing the same in the United States mail, postage prepaid and addressed to City at the office of its Manager of Utilities, City Hall, San Francisco, California; and to Grantors at Box 807, Route 2, Santa Rita Avenue, Los Altos, California, and the said notice shall be binding upon any successor in interest of the Grantors unless the City is notified in writing of the address of said successor in interest in which case said notice of the City is to be sent thereto.

5. The tops of all of City's pipe lines and conduits shall be laid below the surface of the ground and covered to a depth of not less than 18 inches, excepting pipe line appurtenances which may be constructed flush with or above the surface of the ground.

6. The covenants herein set forth shall inure to the benefit

BOOK 1921 PAGE 270

of, and bind, the heirs successors and assigns of the respective parties hereto.

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO, ss

Louis Annette,

On this 4th day of August, in the year 1949, before me, Richard T. Wright and Marie Helen Wright personally appeared, known to me to be the person's whose names are subscribed to the within instrument, and acknowledged they executed same.



Signed *Louis Annette*
Notary Public

My Commission Expires
April 11, 1953

IN WITNESS WHEREOF, the first parties have executed this conveyance this 4 day of August, 1949.

Marie Helen Wright

Richard T Wright

BOOK 1921 PAGE 271

LAND PURCHASE—BAY DIVISION PIPE LINE NO. 3.
Resolution No. 8592
 (Series of 1939)

RESOLVED, in accordance with the written offers on file in the office of the Director of Property and the recommendation of the Public Utilities Commission that the City and County of San Francisco, a municipal corporation, accept deeds from the following named parties, for the legal owners, to certain parcels of land in Santa Clara County, California, required for the Bay Division Pipe Line No. 3, and that the sums set forth opposite their names be paid for said real property from Appropriation No. 90,600.66:

Little William Jenson et ux	\$ 350.00
H. M. Frantz et al.	2,650.00
A. Bertocini et ux	3,000.00
Walter Kransky et ux	50.00
Richard T. Wright et ux	200.00

The sum of \$6,250.00 required for the purpose of this resolution was previously certified under Resolution No. 3208, Series of 1939, for the acquisition of said real property through eminent domain proceedings, and inasmuch as it now appears that said proceedings will not be necessary with respect to said property, the Controller is authorized to release this amount from the previous certification and make said amount available for the purposes herein set forth. In the event that it should become necessary to proceed under Resolution No. 3208, the Controller is authorized to make the necessary adjustment of funds.

The City Attorney shall examine and approve the title to said property.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of April 25, 1949.

JOHN R. McGRATH, Clerk.
 Approved, April 27, 1949.
 ELMER E. ROBINSON,
 Mayor.

Approved:
J. W. Tracy
 General Manager

617902

STATE OF CALIFORNIA }
 City and County of San Francisco } ss.



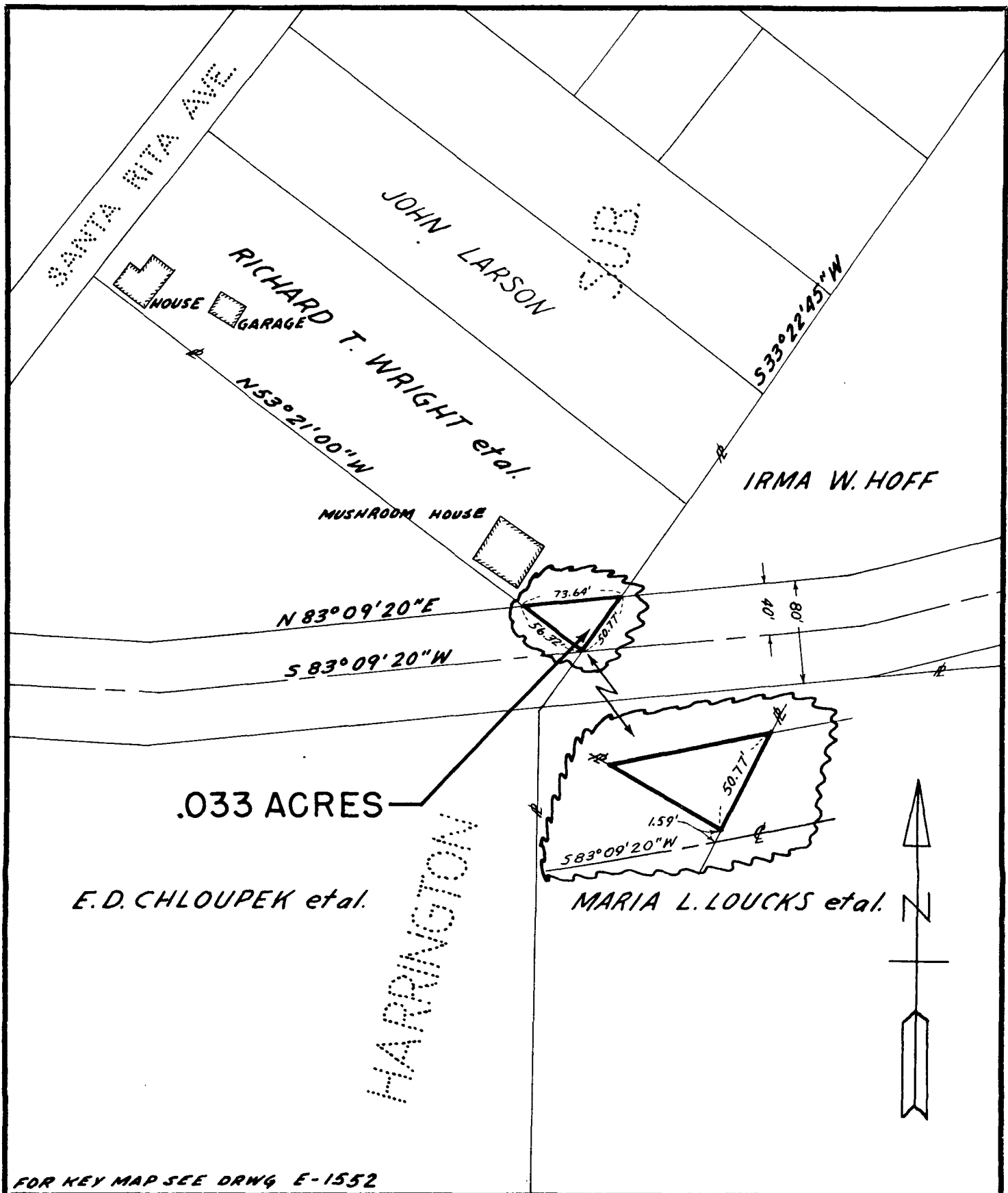
CLERK'S CERTIFICATE

I, John R. McGrath, Clerk of the Board of Supervisors, of the City and County of San Francisco, do hereby certify that the annexed Resolution No. 8592 (Series of 1939) is a full, true and correct copy of the original thereof on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the official seal of the City and County this 4 day of May 1949.

John R. McGrath
 Clerk of the Board of Supervisors, City and County of San Francisco

IX



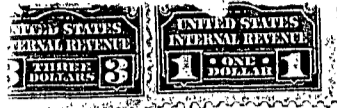
FOR KEY MAP SEE DRWG E-1552

CITY AND COUNTY OF SAN FRANCISCO
 PUBLIC UTILITIES COMMISSION
 SAN FRANCISCO WATER DEPARTMENT

BAY DIVISION PIPE LINE NO. 3
 PARCEL NO. 233A
 SAN MATEO COUNTY

APPROVED	SCALE 1" = 100'	BY C.W.	DR. W.L.	DRAWING NO. B571A
APPROVED	GENERAL MANAGER AND CHIEF ENGINEER	TR. M.R.P.	CH. S.S.	
		DATE 3-31-49	REVISED	

B-572-A
Par. 234A



(No documentary stamps required)
S.J.A. #200194

D E E D

BOOK 2147 PAGE 496
95

EMIL D. CHLOUPEK and ARABELLA CHLOUPEK, his wife, the first parties, hereinafter referred to as the Grantors, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, hereinafter referred to as the City, the following described real property situated in the County of Santa Clara, State of California:

A strip of land 80 feet wide, lying 40 feet either side of the following described line and extensions thereto, across that certain parcel of land described in Deed of Trust between A. Chloupek and E. D. Chloupek, Trustors, San Jose Abstract and Title Ins. Co., Trustee, and Allene E. Kankel, Beneficiary, dated May 4, 1929 and recorded June 12, 1929 in Volume 469 at page 172, Official Records, Santa Clara County, said parcel being Lot 6 of the Harrington Subdivision according to the Map thereof, recorded in the office of the Recorder of Santa Clara County in Book "H" of Maps, page 17; hereinafter referred to as the Chloupek Parcel; said strip of land being more particularly described as follows: COMMENCING at a point in the common boundary between the above mentioned Chloupek Parcel and that certain parcel of land conveyed by Walter A. Hoff to Irma W. Hoff by deed dated April 16, 1934 and recorded January 11, 1940 in Volume 960 at page 498, Official Records, Santa Clara County, hereinafter referred to as the Hoff Parcel; said point being distant along said common boundary north 33° 22' 45" east 52.36 feet from the most westerly corner of the above mentioned Hoff Parcel; thence, from said point of commencement south 83° 09' 20" west 322.68 feet and north 87° 12' 45" west 280.43 feet to a point in the southeasterly boundary of the existing Santa Rita Avenue distant thereon south 36° 34' 30" west 379.96 feet from the most northerly corner of said Chloupek Parcel; the easterly end of said strip being the above mentioned common boundary between the Hoff and Chloupek Parcels and the westerly end of said strip being the above mentioned southeasterly boundary of Santa Rita Avenue: CONTAINING 1.075 Acres.

TOGETHER with all right, title and interest of the first parties in and to that portion of said Santa Rita Avenue adjoining the above described land.

ALSO the right to cut any and all existing fences and to install gates therein at such points as may be necessary for the convenience of the City in the use of said parcel of real property, and the right to protect pipes and other structures or improvements of the City by means of fences or otherwise; provided, however, that the City shall not construct any other fences upon or with respect to said parcel of real property without the consent of the Grantors. If the City should damage the Grantors' roads or fences, the City shall, at its own expense, repair such damage.

BOOK 2047 PAGE 467

THIS DEED IS MADE SUBJECT TO THE FOREGOING AND THE FOLLOWING COVENANTS:

1. The Grantors are permitted the right to plant, cultivate, irrigate, harvest and retain crops from the parcel of land herein described, and to use said land for pasturage, until such time as the City requires said land for construction purposes, and thereafter to cultivate, plant, irrigate, harvest and retain crops from, and to use for pasturage, such parts of said parcel of land as are not actually needed by the City for the construction, maintenance, repair, operation, renewal and replacement of its aqueduct pipe lines and other structures or improvements, appurtenances and appliances; provided, that the Grantors shall not plant any trees on said above described parcel of real property.

2. The Grantors are permitted the right to construct, maintain, use, repair, replace, and renew, over and across said parcel of land, (but not along in the direction of the City's pipe line or lines), fences, roads, streets, earth fills, sewers, water pipes, gas pipes, electric power lines, telephone lines, telegraph lines; provided, however, that the locations and grades of such improvements and structures of the Grantors, and the amount of any earth fill, proposed to be placed on said parcel of real property by the Grantors, shall first be approved by the City's Public Utilities Commission; provided further, that the Grantors shall not use said parcel of land, or permit the same to be used, for any purpose or in any manner which will interfere with, damage, or endanger in any way any aqueduct pipe lines, and other structures and improvements, appurtenances or appliances, of the City. The Grantors shall install gates in any additional fences which he may construct across said parcel of real property sufficient in width to allow passage of trucks and other equipment.

3. After installation of the City's first pipe line, the City's Public Utilities Commission shall give the Grantors at least six months' written notice before commencing construction of any additional aqueduct pipe lines, utilities, and other structures or improvements on said parcel of real property.

4. All notices to be given between the parties hereto shall be in writing and served personally or by depositing the same in the United States mail, postage prepaid and addressed to City at the office of its Manager of Utilities, City Hall,

BOOK 2047 PAGE 468

San Francisco, California; and to Grantors at Route 2, Box 278, Los Altos, California, and the said notice shall be binding upon any successor in interest of the Grantors unless the City is notified in writing of the address of said successor in interest in which case said notice of the City is to be sent thereto.

5. The tops of all of City's pipe lines and conduits shall be laid below the surface of the ground and covered to a depth of not less than 18 inches, excepting pipe line appurtenances which may be constructed flush with or above the surface of the ground.

6. The covenants herein set forth shall inure to the benefit of, and bind, the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the first parties have executed this conveyance this 3rd day of January, 1950.

Emil D. Chloupek

Arabella Chloupek

STATE OF CALIFORNIA

County of Santa Clara, ss.

On this 3rd day of January in the year one thousand nine hundred and Fifty before me, John W. Clark

a Notary Public in and for the County of Santa Clara, State of California, residing therein, duly commissioned and sworn, personally appeared

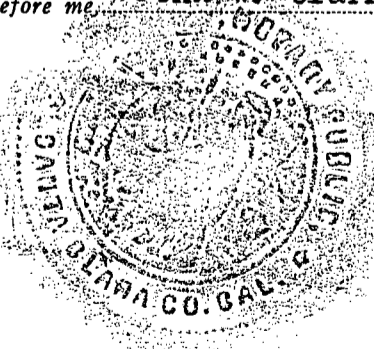
Emil D. Chloupek and Arabella Chloupek

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the county of Santa Clara, the day and year in this certificate first above written.

John W. Clark

Notary Public in and for the County of Santa Clara, State of California. My Commission Expires 3/29/52



BOOK 2047 PAGE 469

LAND PURCHASES--BAY DIVISION
PIPE LINE NO. 3

Resolution No. 8722
(Series of 1939)

RESOLVED, in accordance with the written offers on file in the office of the Director of Property and the recommendation of the Public Utilities Commission, that the City and County of San Francisco, a municipal corporation, accept deeds from the following named parties or the legal owners to certain parcels of land in Santa Clara County, California, required for the Bay Division Pipe Line No. 3, and that the sums set forth opposite their names be paid for said real property from Appropriation No. 90,600.68:

- Melvin O. Andreen et ux \$1,455.00
- Eugene Calvo et ux \$14,000.00
- Emil D. Onoupek et ux \$4,300.00

The sum of \$19,755.00 required for the purpose of this resolution was previously certified under Resolution No. 8208, Series of 1939, for the acquisition of said real property through eminent domain proceedings, and inasmuch as it now appears that said proceedings will not be necessary with respect to said property, the Controller is authorized to release this amount from the previous certification and make said amount available for the purposes herein set forth. In the event that it should become necessary to proceed under Resolution No. 8208, the Controller is authorized to make the necessary adjustment of funds.

The City Attorney shall examine and approve the title to said property.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of June 6, 1949.

JOHN F. McGRATH, Clerk
Approved: June 7, 1949
ELMER E. ROBINSON, Mayor

Approved: *[Signature]*
General Manager

OK 16

BOOK 2047 PAGE 466

FILED FOR RECORD
AT REQUEST OF

San Jose Abstract & Title Insurance Co.

SEP 5 10 56 A 1950

OFFICIAL RECORDS,
SANTA CLARA COUNTY

[Signature]
RECORDER

STATE OF CALIFORNIA }
City and County of San Francisco } ss.

CLERK'S CERTIFICATE

Acting

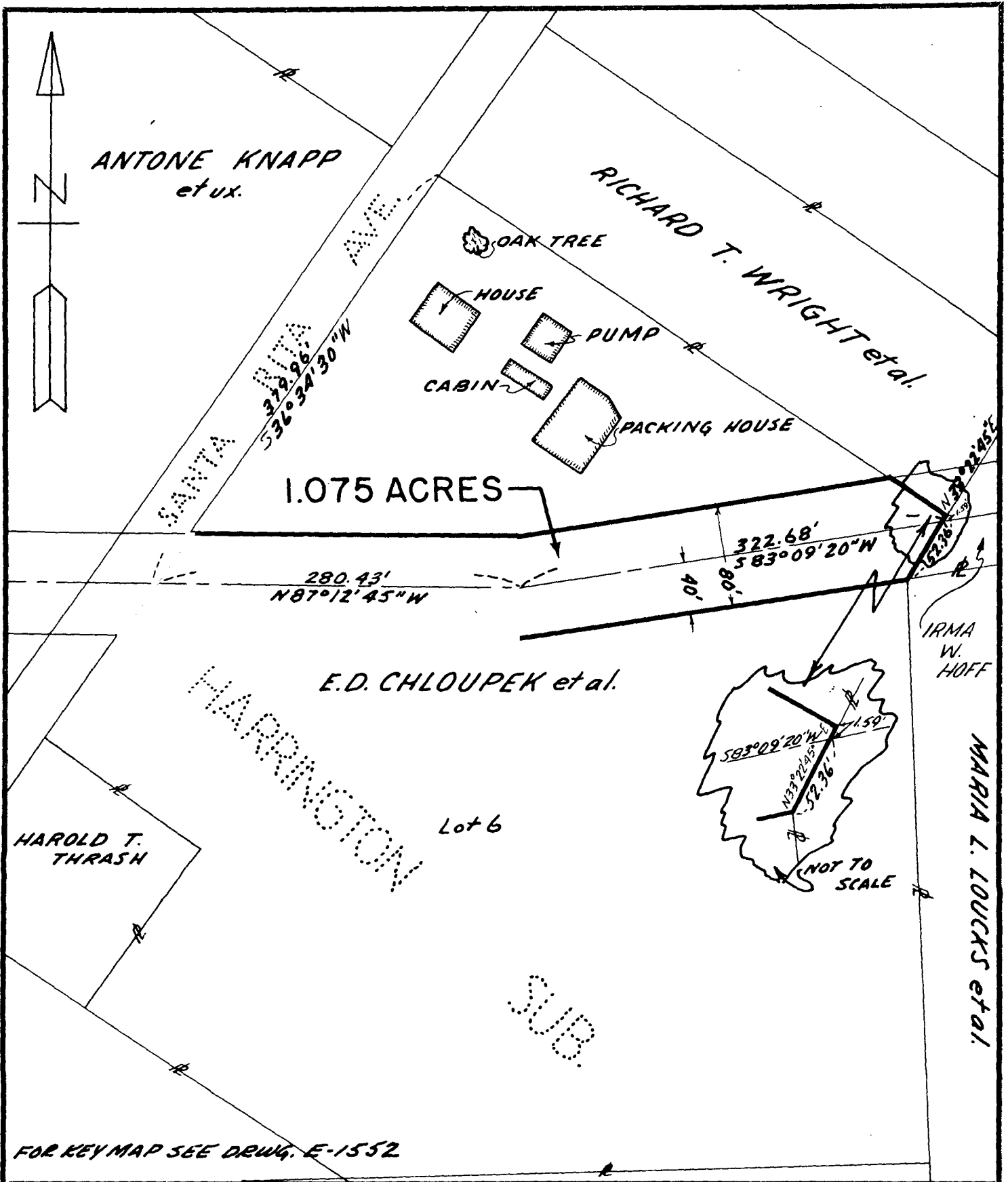
I, Robert J. Dolan / Clerk of the Board of Supervisors of the City and County of San Francisco, do hereby certify

that the annexed Resolution 8722 (Series of 1939) is a full, true and correct copy of the original thereof on file in the office of the Clerk of the Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City and County this 6th day of December, 1949.

[Signature]
Acting Clerk of the Board of Supervisors, City and County of San Francisco





CITY AND COUNTY OF SAN FRANCISCO
 PUBLIC UTILITIES COMMISSION
 SAN FRANCISCO WATER DEPARTMENT

BAY DIVISION PIPE LINE NO.3
 PARCEL NO. 234A
 SAN MATEO COUNTY

APPROVED	SCALE 1" = 100'	BY C.W.	DR. W.L.	DRAWING NO. B 572A
APPROVED		TR. M.R.P	CH. <i>[Signature]</i>	
GENERAL MANAGER AND CHIEF ENGINEER		DATE 3-31-49	REVISED	

BOOK 1994 PAGE 182

Par. 236
B-682

(No documentary stamps required)
S.J.A. #202110

D E E D

also known as Theresa Knapp

ANTON KNAPP and THERESIA KNAPP, his wife, the first parties, hereinafter referred to as the Grantors, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, hereinafter referred to as the City, the following described real property situated in the County of Santa Clara, State of California:

A strip of land 80 feet wide, lying 40 feet either side of the following described line and extensions thereto, across that certain parcel of land conveyed by R. C. Ray et ux, to Anton Knapp et ux, by deed dated February 2, 1921 and recorded February 5, 1921 in Book 525 of Deeds at page 568, Records of Santa Clara County, hereinafter referred to as the Knapp Parcel; being a portion of Lot 2 of the Harrington Subdivision according to the map thereof recorded November 27, 1893 in Book "H" of Maps at page 17, Records of Santa Clara County; said strip of land being more particularly described as COMMENCING at a point in the northwesterly boundary of the existing Santa Rita Avenue, as said Avenue is delineated on the above mentioned map, distant thereon South 36° 34' 30" West 406.72 feet from its intersection with the northeasterly boundary of the above mentioned Knapp Parcel; thence, from said point of commencement North 87° 12' 45" West 470.01 feet and South 69° 53' 15" West 51.67 feet to a point in the common boundary between the above mentioned Knapp Parcel and that certain parcel of land conveyed by W. James to J. Elwood Frates by deed dated April 4, 1935 and recorded April 4, 1935 in Volume 722 at page 494, Official Records, Santa Clara County, hereinafter referred to as the Frates Parcel; said point being distant along said common boundary South 36° 35' 15" West 711.14 feet from the most Northerly corner of the above mentioned Knapp Parcel; the easterly end of said strip being the above mentioned northwesterly boundary of Santa Rita Avenue, and the westerly end of said strip being the above mentioned common boundary between the Knapp and Frates Parcels: CONTAINING 0.958 of an Acre.

TOGETHER with all right, title and interest of the first parties in and to that portion of said Santa Rita Avenue adjoining the above described land.

ALSO the right of ingress to and egress from said parcel of real property across adjacent lands of the Grantors over any available private roadway or over such route as may be agreed upon, the right to cut any and all existing fences and to install gates therein at such points as may be necessary for the convenience of the City in the use of said parcel of real property, and the right to protect pipes and other structures or improvements of the City by means of fences or otherwise; provided, however, that the City shall not construct any

other fences upon or with respect to said parcel of real property without the consent of the Grantors. If the City should damage the Grantors' roads or fences, the City shall, at its own expense, repair such damage.

THIS DEED IS MADE SUBJECT TO THE FOREGOING AND THE FOLLOWING COVENANTS:

1. The Grantors are permitted the right to plant, cultivate, irrigate, harvest and retain crops from the parcel of land herein described, and to use said land for pasturage, until such time as the City requires said land for construction purposes, and thereafter to cultivate, plant, irrigate, harvest and retain crops from, and to use for pasturage, such parts of said parcel of land as are not actually needed by the City for the construction, maintenance, repair, operation, renewal and replacement of its aqueduct pipe lines and other structures or improvements, appurtenances and appliances; provided, that the Grantors shall not plant any trees on said above described parcel of real property.

2. The Grantors are permitted the right to construct, maintain, use, repair, replace, and renew, over and across said parcel of land, (but not along in the direction of the City's pipe line 'or lines), fences, roads, streets, earth fills, sewers, water pipes, gas pipes, electric power lines, telephone lines, telegraph lines; provided, however, that the locations and grades of such improvements and structures of the Grantors, and the amount of any earth fill, proposed to be placed on said parcel of real property by the Grantors, shall first be approved by the City's Public Utilities Commission; provided further, that the Grantors shall not use said parcel of land, or permit the same to be used, for any purpose or in any manner which will interfere with, damage, or endanger in any way any aqueduct pipe lines, and other structures and improvements, appurtenances or appliances of the City. The Grantors shall install gates in any additional fences which he may construct across said parcel of real property sufficient in width to allow passage of trucks and other equipment.

BOOK 1994 PAGE 184

3. After installation of the City's first pipe line, the City's Public Utilities Commission shall give the Grantors at least six months' written notice before commencing construction of any additional aqueduct pipe lines, utilities, and other structures or improvements on said parcel of real property.

4. All notices to be given between the parties hereto shall be in writing and served personally or by depositing the same in the United States mail, postage prepaid and addressed to City at the office of its Manager of Utilities, City Hall, San Francisco, California; and to Grantors at Box 799, Route 2, Los Altos, California, and the said notice shall be binding upon any successor in interest of the Grantors, unless the City is notified in writing of the address of said successor in interest, in which case said notice of the City is to be sent thereto.

5. The tops of all of City's pipe lines and conduits shall be laid below the surface of the ground and covered to a depth of not less than 18 inches, excepting pipe line appurtenances which may be constructed flush with or above the surface of the ground.

6. The covenants herein set forth shall inure to the benefit of, and bind, the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the first parties have executed this conveyance this 16th day of May, 1950.

Anton Knapp

STATE OF CALIFORNIA

County of Santa Clara } ss.

On this 16th day of May in the year one thousand nine hundred and Fifty before me, John W. Clark a Notary Public in and for the

County of Santa Clara, State of California, residing therein, duly commissioned and sworn, personally appeared Anton Knapp and Theresa Knapp

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Santa Clara county of Santa Clara, the day and year in this certificate first above written.

John W. Clark

Notary Public in and for the County of Santa Clara State of California. My Commission Expires 3/29/52

LAND PURCHASES - BAY DIVISION
PIPE LINE NO. 3.

Resolution No. 9795
(Series of 1939)

RESOLVED, in accordance with the written offers on file in the Office of the Director of Property and the recommendation of the Public Utilities Commission, that the City and County of San Francisco, a municipal corporation, accept deeds from the following named parties, or the legal owners, to certain parcels of land in Santa Clara County, California, required for the Bay Division Pipe Line No. 3 and that the sums set forth opposite their names be paid for said real property from Appropriation No. 90.600.66.

Manuel Joseph et ux	\$3,300.00
R. Takamoto et ux	350.00
Anton Knapp et ux	5,600.00
Joseph Galantine et ux	4,500.00

The City Attorney shall examine and approve the title of said property.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of April 24, 1950.

JOHN R. McGRATH, Clerk.
Approved, April 25, 1950.
ELMER E. ROBINSON, Mayor.

apr 29-11

STATE OF CALIFORNIA }
City and County of San Francisco } ss.

CLERK'S CERTIFICATE

I, John R. McGrath, Clerk of the Board of Supervisors of the City and County of San Francisco, do hereby certify

that the annexed Resolution No. 9795 (Series of 1939) is a full, true and correct copy of the original thereof on file in the office of the Clerk of the Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City and County this 3 day of May 1950.



John R. McGrath
Clerk of the Board of Supervisors, City and County of San Francisco
by *[Signature]*

**LAND PURCHASES — BAY DIVISION
PIPE LINE NO. 3.**

**Resolution No. 9795
(Series of 1939)**

RESOLVED, in accordance with the written offers on file in the Office of the Director of Property and the recommendation of the Public Utilities Commission, that the City and County of San Francisco, a municipal corporation, accept deeds from the following named parties, or the legal owners, to certain parcels of land in Santa Clara County, California, required for the Bay Division Pipe Line No. 3 and that the sums set forth opposite their names be paid for said real property from Appropriation No. 90.600.66.

Manuel Joseph et ux.....	\$3,300.00
R. Takamoto, et ux.....	350.00
Anton Knapp, et ux.....	5,600.00
Joseph Galantini et ux.....	4,500.00

The City Attorney shall examine and approve the title of said property.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of April 24, 1950.
JOHN R. McGRATH, Clerk.

Approved, April 25, 1950.

ELMER E. ROBINSON,

apr 29-1t

Mayor.

(100 documentary stamps required)
S.J.A. 202111

D E E D

6.05
J. ELWOOD FRATES and GENEVIEVE A. FRATES, his wife, the first parties, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, the following described real property situated in the County of Santa Clara, State of California:

PARCEL 1

A strip of land 80 feet wide, lying 40 feet either side of the following described line and extensions thereto across that certain parcel of land conveyed by W. James to J. Elwood Frates by deed dated April 4, 1935 and recorded April 4, 1935, in Volume 722 at page 494, Official Records, Santa Clara County, hereinafter referred to as the Frates Parcel, said line being more particularly described as COMMENCING at a point in the common boundary between the above mentioned Frates parcel and that certain parcel of land conveyed by R. C. Ray et ux, to Anton Knapp et ux, by deed dated February 2, 1921 and recorded February 5, 1921 in Book 525 of Deeds at page 568, Official Records, Santa Clara County, hereinafter referred to as the Knapp parcel; said point being distant along said common boundary South 36° 35' 15" West 711.14 feet from the most northerly corner of the above mentioned Knapp parcel; thence from said point of commencement South 69° 53' 15" West 405.11 feet and South 83° 26' West 91.72 feet to a point in the common boundary between the above mentioned Frates parcel and that certain parcel of land conveyed by J. D. Conley to Charles B. DeWitt et al, by Joint Tenancy Deed dated October 30, 1944 and recorded November 1, 1944 in Volume 1228 at page 198, Official Records, Santa Clara County, hereinafter referred to as the DeWitt parcel; said point being distant along said common boundary South 34° 55' 30" West 100.21 feet and South 53° 26' West 28.47 feet from the most easterly corner of the above mentioned DeWitt parcel; the easterly end of said strip being the above mentioned common boundary between the Knapp and Frates parcels, and the westerly end of said strip being the above mentioned common boundary between the Frates and DeWitt parcels, CONTAINING 0.922 of an Acre.

PARCEL 2

A portion of that certain parcel of land conveyed by W. James to J. Elwood Frates by deed dated April 4, 1935 and recorded April 4, 1935 in Volume 722 at page 494, Official Records, Santa Clara County, hereinafter referred to as the Frates parcel, said portion being more particularly described as COMMENCING at a point in the common boundary between the above mentioned Frates and Knapp parcels, said

BOOK 2099 PAGE 10

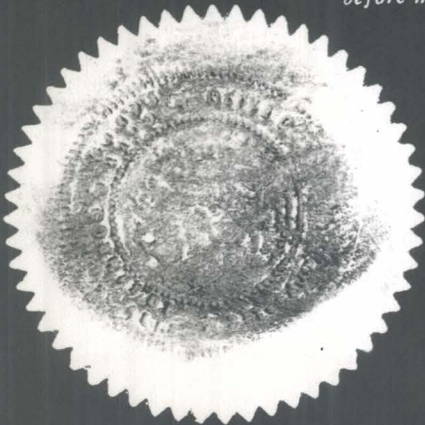
point being distant along said common boundary South 36° 35' 15" West 925.43 feet from the most northerly corner of the above mentioned Knapp parcel and being the most ^{south} easterly corner of the above mentioned Frates parcel, thence along the southern boundary of said Frates parcel south 83° 27' 00" West 431.02 feet to a point in the southeasterly boundary of that certain parcel of land conveyed by William D. Wasson et ux to James B. Grant by deed dated November 12, 1919 and recorded December 30, 1919 in Book 499 ^{of Deeds} at page 525, Records of Santa Clara County, hereinafter called the Grant parcel, thence along the common boundary of the Frates and Grant parcels, North 18° 42' 30" east 23.80 feet, thence leaving said common boundary North 83° 21' 20" East 12.64 feet along the common boundary of the above mentioned Frates and DeWitt parcels; thence leaving said last mentioned common boundary North 83° 29' 30" East 165.44 feet, North 69° 53' 15" East 349.01 feet to a point in the common boundary of the above mentioned Frates and Knapp parcels; thence along said common boundary South 36° 35' 15" West 141.43 feet to the point of commencement, CONTAINING 0.461 of an Acre.

IN WITNESS WHEREOF, the first parties have executed this conveyance this 21st day of September, 1950.

J Elwood Frates
Genevieve A. Frates

NOTARY PUBLIC
In and for the City and County of San Francisco,
State of California.
My Commission Expires Sept. 11, 1951

STATE OF CALIFORNIA,
County of San Francisco } ss.
On this 21st day of September in the year one thousand nine hundred and Fifty
before me, Olive Cooper, a Notary Public in and for the
City & County of San Francisco, State of California,
residing therein, duly commissioned and sworn, personally appeared
J. ELWOOD FRATES and GENEVIEVE A. FRATES,
his wife
known to me to be the person s whose name s are subscribed to the within instrument,
and acknowledged to me that t he y executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the City & County of San Francisco the day and
year in this certificate first above written.
Olive Cooper
Notary Public in and for the City & County of San Francisco
State of California.
My Commission Expires Sept. 11, 1951



LAND PURCHASES — BAY DIVISION
PIPE LINE NO. 3.

Resolution No. 9822
(Series of 1939)

RESOLVED, in accordance with the written offers on file in the Office of the Director of Property and the recommendation of the Public Utilities Commission, that the City and County of San Francisco, a municipal corporation, accept deeds from the following named parties, or the legal owners, to certain parcels of land in Santa Clara County, California, required for the Bay Division Pipe Line No. 3 and that the sums set forth opposite their names be paid for said real property from Appropriation No. 90.600.66:

Frank Dophna	\$1,200.00
P. L. Vertodes	55.00
San Jose Abstract and Title Insurance Co.	3,289.00
Hubbard and Johnson Lumber Co.	460.00
J. E. Frates et ux	4,500.00
George R. Center et ux	3,470.00
Luigia Fontana	2,856.00

The City Attorney shall examine and approve the title of said property.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of May 1, 1950.
JOHN R. McGRATH, Clerk.
Approved, May 3, 1950.
JAMES LEO HALLEY,
Acting Mayor.
may 6-1t

STATE OF CALIFORNIA }
City and County of San Francisco } ss.

CLERK'S CERTIFICATE

I, JOHN R. McGRATH, Clerk of the Board of Supervisors of the City and County of San Francisco, do hereby certify

that the annexed Resolution No. 9822 (Series of 1939) is a full, true and correct copy of the original thereof on file in the office of the Clerk of the Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City and County this 9th day of May 1950.



John R. McGrath
Clerk of the Board of Supervisors, City and County of San Francisco

BOOK 2099 PAGE 12

LAND PURCHASE—BAY DIVISION PIPE
LINE NO. 3.

Resolution No. 10206
(Series of 1939)

RESOLVED, In accordance with the written offers on file in the Office of the Director of Property and the recommendation of the Public Utilities Commission, that the City and County of San Francisco, a municipal corporation, accept a deed from J. Elwood Frates, or the legal owner, to the following described parcel of land in Santa Clara County, California, required for the Bay Division Pipe Line No. 3 and that the sum of \$765.00 be paid for said real property from Appropriation No. 90.600.66:

A strip of land approximately 20 feet wide by about 435 feet in length, extending along the southerly boundary of that certain real property conveyed to J. Elwood Frates by deed recorded April 4, 1935, Volume 722 at Page 494, Official Records, Santa Clara County.

The City Attorney shall examine and approve the title of said property.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of Aug. 21, 1950.

JOHN R. McGRATH, Clerk.
Approved, Aug. 24, 1950.

ELMER E. ROBINSON, Mayor.
aug 28-1t

STATE OF CALIFORNIA }
City and County of San Francisco } ss.

CLERK'S CERTIFICATE

I, John R. McGrath, Clerk of the Board of Supervisors of the City and County of San Francisco, do hereby certify

that the annexed Resolution No. 10206 (Series of 1939) is a full, true and correct copy of the original thereof on file in the office of the Clerk of the Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City and County this 30th day of August, 1950.

John R. McGrath
Clerk of the Board of Supervisors, City and County of San Francisco



IX

BOOK 2099 PAGE 12

LAND PURCHASE—BAY DIVISION PIPE
LINE NO. 3.

Resolution No. 10206
(Series of 1939)

RESOLVED, In accordance with the written offers on file in the Office of the Director of Property and the recommendation of the Public Utilities Commission, that the City and County of San Francisco, a municipal corporation, accept a deed from J. Elwood Frates, or the legal owner, to the following described parcel of land in Santa Clara County, California, required for the Bay Division Pipe Line No. 3 and that the sum of \$765.00 be paid for said real property from Appropriation No. 30,600.66:

A strip of land approximately 20 feet wide by about 435 feet in length, extending along the southerly boundary of that certain real property conveyed to J. Elwood Frates by deed recorded April 4, 1935, Volume 722 at Page 494, Official Records, Santa Clara County.

The City Attorney shall examine and approve the title of said property.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of Aug. 21, 1950.

JOHN R. McGRATH, Clerk.

Approved, Aug. 24, 1950.

ELMER E. ROBINSON,

aug 28-1t

Mayor.

679026
FILED FOR RECORD
AT REQUEST OF

San Jose Abstract & Title Insurance Co.

1950 NOV 20 PM 1:58

BOOK 2099 PAGE 9

IN VOL. PAGE
OFFICIAL RECORDS,
SANTA CLARA COUNTY
RECORDED

D.H.

11

DESCRIPTION

679026

Agenda Item # 8.

Checked W. W. Hitchcock 5-24-50
Approved D. S. May 25, 1950
Ed Lawrence
1/21/50

DEED

J. ELWOOD FRATES and GENEVIEVE A. FRATES, his wife

to

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

Dated: _____

DIRECTOR OF PROPERTY
375 CITY HALL
SAN FRANCISCO 2
CALIFORNIA

Parcel 237 + 237-A

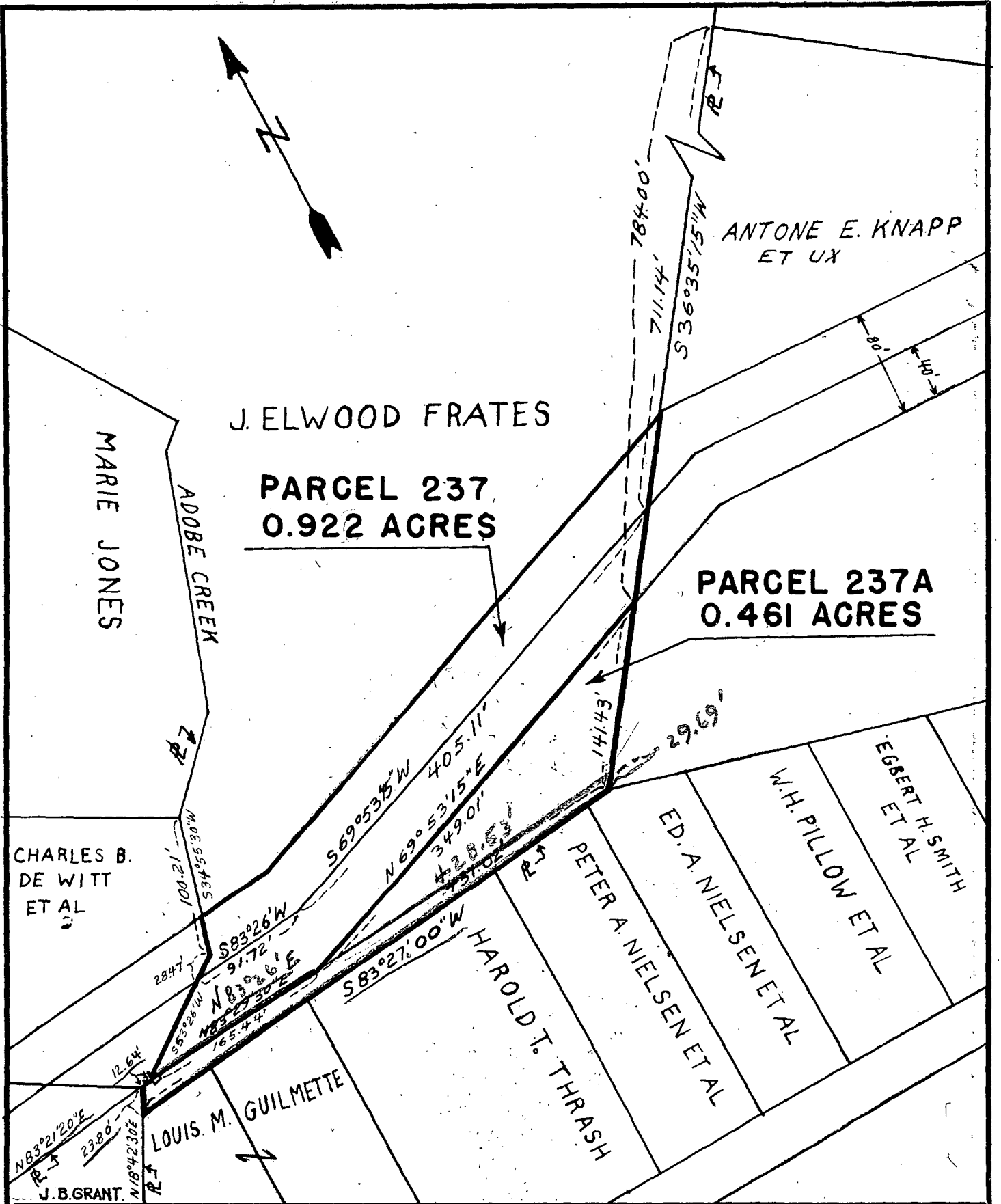
JH

INDEXED	FILED
GRANTOR _____	GRANTOR _____
GRANTEE _____	GRANTEE _____
SPECIAL _____	SPECIAL _____

Return to -

Real Estate Dept.
375 City Hall
San Francisco, Calif.

Jack Walsh



CITY AND COUNTY OF SAN FRANCISCO
 PUBLIC UTILITIES COMMISSION
 SAN FRANCISCO WATER DEPARTMENT

BAY DIVISION PIPE LINE NO. 3
PARCEL NO 237 237A
 SANTA CLARA COUNTY

APPROVED	SCALE 1" = 100'	BY A.F.	DR. A.K.F.	DRAWING NO.
APPROVED		TR. W.J.L.	CH. W.J.L.	B-683-A
-GENERAL MANAGER AND CHIEF ENGINEER		DATE 4-26-50	REVISED	

Walsh-File



Hetch Hetchy Regional Water System

Services of the San Francisco Public Utilities Commission

AMENDMENT TO THE RIGHT OF WAY INTEGRATED VEGETATION MANAGEMENT POLICY

Approved January 13, 2015

by

SFPUC Resolution No. 15-0014

12.000 RIGHT OF WAY INTEGRATED VEGETATION MANAGEMENT POLICY

12.001 General

The San Francisco Public Utilities Commission (“SFPUC”) is responsible for the delivery of potable water and the collection and treatment of wastewater for some 800,000 customers within the City of San Francisco; it is also responsible for the delivery of potable water to 26 other water retailers with a customer base of 1.8 million. **The following policy is established to manage vegetation on the transmission, distribution and collection systems within the SFPUC Right of Way (“ROW”) so that it does not pose a threat or hazard to the system’s integrity and infrastructure or impede utility maintenance and operations.**

The existence of large woody vegetation¹, hereinafter referred to as vegetation, and water transmission lines within the ROW are not compatible and, in fact, are mutually exclusive uses of the same space. Roots can impact transmission pipelines by causing corrosion. The existence of trees and other vegetation directly adjacent to pipelines makes emergency and annual maintenance very difficult, hazardous, and expensive, and increases concerns for public safety. The risk of fire within the ROW is always a concern and the reduction of fire ladder fuels within these corridors is another reason to modify the vegetation mosaic. In addition to managing vegetation in a timely manner to prevent any disruption in utility service, the SFPUC also manages vegetation on its ROW to comply with local fire ordinances enacted to protect public safety.

One of the other objectives of this policy is to reduce and eliminate as much as practicable the use of herbicides on vegetation within the ROW and to implement integrated pest management (IPM).

12.002 Woody Vegetation Management

1.0 Vegetation of any size or species will not be allowed to grow within certain critical portions of the ROW, pumping stations or other facilities as determined by a SFPUC qualified professional, and generally in accordance with the following guidelines.

1.1 Emergency Removal

SFPUC Management reserves the right to remove any vegetation without prior public notification that has been assessed by a SFPUC qualified professional as an immediate threat to transmission lines or other utility infrastructure, human life and property due to acts of God, insects, disease, or natural mortality.

1.2 Priority Removal

Vegetation that is within 15 feet of the edge of any pipe will be removed and the vegetative debris will be cut into short lengths and chipped whenever possible. Chips will be spread upon the site where the vegetation was removed. Material that cannot be chipped will be hauled away to a proper disposal site.

¹ Woody vegetation is defined as all brush, tree and ornamental shrub species planted in (or naturally occurring in) the native soil having a woody stem that at maturity exceeds 3 inches in diameter.

If vegetation along the ROW is grouped in contiguous stands², or populations, a systematic and staggered removal of that vegetation will be undertaken to replicate a natural appearance. Initial removal³ will be vegetation immediately above or within 15 feet of the pipeline edges; secondary vegetation⁴ within 15 to 25 feet from pipelines will then be removed.

1.3 Standard Removal

Vegetation that is more than 25 feet from the edge of a pipeline and up to the boundary of the ROW will be assessed by a SFPUC qualified professional for its age and condition, fire risk, and potential impact to the pipelines. Based on this assessment, the vegetation will be removed or retained.

1.4 Removal Standards

Each Operating Division will develop its own set of guidelines or follow established requirements in accordance with local needs.

2.0 All stems of vegetation will be cut flush with the ground and where deemed necessary or appropriate, roots will be removed. All trees identified for removal will be clearly marked with paint and/or a numbered aluminum tag.

3.0 Sprouting species of vegetation will be treated with herbicides where practicable, adhering to provisions of Chapter 3 of the San Francisco Environment Code.

4.0 Erosion control measures, where needed, will be completed before the work crew or contractors leave the work site or before October 15 of the calendar year.

5.0 Department personnel will remove in a timely manner any and all material that has been cut for maintenance purposes within any stream channel.

6.0 All vegetation removal work and consultation on vegetation retention will be reviewed and supervised by a SFPUC qualified professional. All vegetation removal work and/or treatment will be made on a case-by-case basis by a SFPUC qualified professional.

7.0 Notification process for areas of significant resource impact that are beyond regular and ongoing maintenance:

7.1 County/City Notification – The individual Operating Division will have sent to the affected county/city a map showing the sections of the ROW which will be worked, a written description of the work to be done, the appropriate removal time for the work crews, and a contact person for more information. This should be done approximately 10 days prior to start of work. Each Operating Division will develop its own set of guidelines in accordance with local need.

² A stand is defined as a community of trees possessing sufficient uniformity in composition, structure, age, arrangement, or condition to be distinguishable from adjacent forest communities to form a management unit.

³ Initial removal is defined as the vegetation removed during the base year or first year of cutting.

⁴ Secondary vegetation is defined as the vegetative growth during the second year following the base year for cutting.

7.2 Public Notification – The Operating Division will have notices posted at areas where the vegetation is to be removed with the same information as above also approximately 10 days prior to removal. Notices will also be sent to all property owners within 300 feet of the removal site. Posted notices will be 11- by 17-inches in size on colored paper and will be put up at each end of the project area and at crossover points through the ROW. Questions and complaints from the public will be handled through a designated contact person. Each Operating Division will develop its own set of guidelines in accordance with local needs.

12.003 Annual Grass and Weed Management

Annual grasses and weeds will be mowed, disked, sprayed or mulched along the ROW as appropriate to reduce vegetation and potential fire danger annually. This treatment should be completed before July 30 of each year. This date is targeted to allow the grasses, forbs and weeds to reach maturity and facilitate control for the season.

12.004 Segments of ROW that are covered by Agricultural deed rights

The only vegetation that may be planted within the ROW on those segments where an adjacent owner has Deeded Agricultural Rights will be: non-woody herbaceous plants such as grasses, flowers, bulbs, or vegetables.

12.005 Segments of ROW that are managed and maintained under a Lease or License

Special allowance may be made for these types of areas, as the vegetation will be maintained by the licensed user as per agreement with the City, and not allowed to grow unchecked. Only shallow rooted plants may be planted directly above the pipelines.

Within the above segments, the cost of vegetation maintenance and removal will be borne by the tenant or licensee exclusively. In a like fashion, when new vegetative encroachments are discovered they will be assessed by a SFPUC qualified professional on a case-by-case basis and either be permitted or proposed for removal.

The following is a guideline for the size at maturity of plants (small trees, shrubs, and groundcover) that may be permitted to be used as landscape materials. Note: All distance measurements are for mature trees and plants measured from the edge of the drip-line to the edge of the pipeline.

- Plants that may be permitted to be planted directly above existing and future pipelines: shallow rooted plants such as ground cover, grasses, flowers, and very low growing plants that grow to a maximum of one foot in height at maturity.
- Plants that may be permitted to be planted 15–25 feet from the edge of existing and future pipelines: shrubs and plants that grow to a maximum of five feet in height at maturity.
- Plants that may be permitted to be planted 25 feet or more from the edge of existing and future pipelines: small trees or shrubs that grow to a maximum of twenty feet in height and fifteen feet in canopy width.

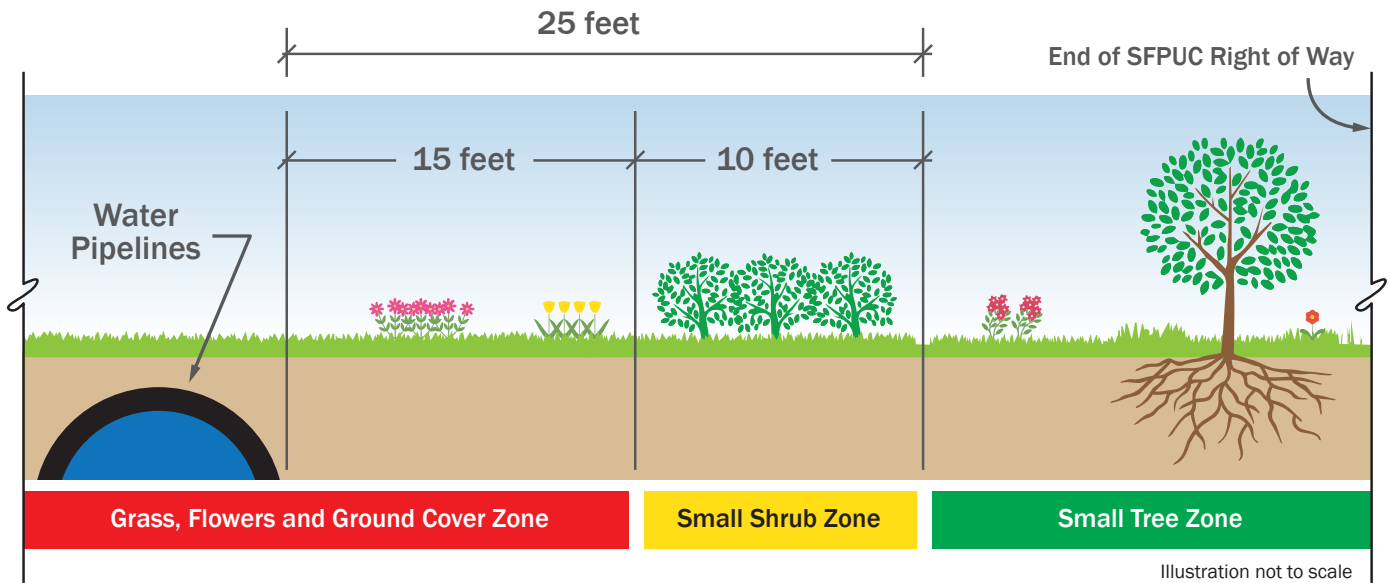
Trees and plants that exceed the maximum height and size limit (described above) may be permitted within a leased or licensed area provided they are in containers and are above ground. Container load and placement location(s) are subject to review and approval by the SFPUC.

Low water use plant species are encouraged and invasive plant species are not allowed.

All appurtenances, vaults, and facility infrastructure must remain visible and accessible at all times. All determinations of species acceptability will be made by a SFPUC qualified professional.

The above policy is for general application and for internal administration purposes only and may not be relied upon by any third party for any reason whatsoever. The SFPUC reserves the right at its sole discretion, to establish stricter policies in any particular situation and to revise and update the above policy at any time.


Right Of Way (ROW) Landscape Vegetation Guidelines



The following vegetation types are permitted on the ROW within the appropriate zones.


Plantings that may be permitted directly above existing and future pipelines:

Ground cover, grasses, flowers, and very low growing plants that reach no more than one foot in height at maturity.




Plantings that may be permitted 15–25 feet from the edge of existing and future pipelines:

Shrubs and plants that grow no more than five feet tall in height at maturity.



Plantings that may be permitted 25 feet or more from the edge of existing and future pipelines:

Small trees or shrubs that grow to a maximum of twenty feet in height and fifteen feet in canopy width or less.



SFPUC RIGHT OF WAY ENCROACHMENT POLICY
2007

As part of its utility system, the San Francisco Public Utilities Commission (SFPUC) operates and maintains approximately 1600 miles of water pipelines and tunnels, 160 miles of electrical transmission lines, 900 miles of sewer lines and other related appurtenances that run through real property (the "Right of Way") located in San Francisco, San Mateo, Santa Clara, Alameda, Tuolumne, Stanislaus and San Joaquin counties. Most of the Right of Way is owned by the City and County of San Francisco (the "City") in fee, although in some instances the City has only an easement interest for its right of way. Inside the City, most water and wastewater transmission lines are located within City streets.

Regardless of the nature of the City's property rights, it is vitally important that the SFPUC protect its water, wastewater, and power transmission facilities and ensure immediate access to all facilities for maintenance, repair, security and replacement. It is also important that the right of way be maintained so as to minimize any potential landowner liability and to prepare for the possibility of future capital improvements to the right of way.

Increased urbanization and development around the water transmission line right of way in particular has led to an increase in the number of encroachments onto the right of way. Water transmission pipelines are those that move water to SFPUC's wholesale customers located in Alameda, Santa Clara, San Mateo and to the City of San Francisco. These encroachments threaten access, impair new construction and maintenance efforts, and increase costs and potential liabilities. Houses, garages, driveways, fences, trees, landscaped areas, vehicles and other items currently encroach onto the right of way. The SFPUC has also noticed an increase in unauthorized uses such as temporary trespasses and garbage dumping. Therefore, on September 28, 1999, the San Francisco Public Utilities Commission adopted a Commercial Land Management Operating Manual that included a Right of Way (R/W) Encroachment Removal Policy published 12/14/01 and a R/W Vegetation Management Plan administered under the (R/W) Integrated Vegetation Management Policy attached hereto.

Since the original implementation of the R/W Encroachment Policy, security concerns have given additional impetus to the need to provide a safe and protected corridor for water transmission by the SFPUC. The SFPUC's concern for safety and security provides an additional foundation for the strict implementation of this policy.

Because of the length of the right of way and the importance of the encroachment removal effort, the SFPUC has determined that **intensified encroachment removal activities must commence** notwithstanding the failure to identify each and every encroachment. Accordingly, continuing identification, prevention and removal efforts shall occur simultaneously. In

SFPUC RIGHT OF WAY ENCROACHMENT POLICY

2007

addition, due to limited resources and the variation in safety and other threats posed by different encroachments, the SFPUC shall continuously prioritize known encroachments to ensure that the encroachments that pose the greatest threat to pipeline access, construction, safety and security, and encroachments that can be easily removed are addressed first. Removal efforts shall initially focus on any encroachments which would:

- (1) endanger the existing or proposed water, sewer or electrical transmission lines and appurtenances;**
- (2) impair access to facilities for emergency repair, maintenance, or operational activity;**
- (3) be detrimental to the efficient and effective maintenance of the right of way;**
- (4) cause obstruction to the inspection and monitoring of equipment, and collection of land survey, corrosion control, and water quality data; and/or**
- (5) increase liabilities to the SFPUC. It shall be the policy of the SFPUC to take any and all necessary actions to cause the removal of, or to remove, such encroachments from the right of way in accordance with this policy.**

To prevent the unauthorized use of the right of way, the SFPUC **may install fences and other barriers where prudent** or necessary as authorized by the Water Enterprise Assistant General Manager after consultation with Real Estate Services (RES). The SFPUC's goal shall be to fence as much of the right of way as is necessary to protect the SFPUC's facilities and property rights. Said fencing shall be consistent with the SFPUC's standards at the time of fence installation. The Water Enterprise, working with RES, shall have broad discretion and authority to cause the installation of fences or other barriers along the right of way in any location deemed necessary or prudent.

Ancillary uses and encroachments in the right of way may be permitted only where the uses provide identifiable benefits to the SFPUC, as determined by SFPUC Water Enterprise and RES personnel. Approval of permitted uses shall be consistent with existing SFPUC policy and shall be processed by RES.

In specific cases, the SFPUC will allow use of the right of way by third parties in order to enhance maintenance efforts and reduce maintenance costs by the SFPUC. **For example, the SFPUC provides for the leasing or permitting of portions of the right of way with nominal revenue-generating potential**

SFPUC RIGHT OF WAY ENCROACHMENT POLICY

2007

to property owners whose land is bi-sected by the SFPUC right of way, neighborhood associations, municipal governmental entities, non-profit groups and similar entities at little or no cost, provided they agree to maintain the surface of the right of way in a good and safe condition acceptable to the SFPUC and to indemnify the SFPUC for any injury or loss relating to such third-party use. It is contemplated that this effort will focus on non-commercial uses such as parks and recreation areas. Only portions of the right of way large enough to reduce the SFPUC's maintenance costs and efforts shall be considered in this regard. In areas where the right of way may be leased to private entities for parking or other commercial uses, this shall be a preferred use due to its revenue-generating capacity. All such third party rights in SFPUC property will be temporary in nature.

Policy Implementation

SFPUC RES staff will use available resources to identify and prioritize all existing unauthorized encroachments and uses. With regard to each encroachment, SFPUC RES staff will gather relevant, available information. Where any current use of right of way property is not permitted, SFPUC Water Enterprise personnel will contact RES and obtain ownership information of the encroaching party and survey information of the encroachment, if necessary. The SFPUC RES staff will notify the adjacent owner/encroacher that the use is not authorized, and such notice will identify the option or options available to the adjacent property owners/encroachers, consistent with an administrative procedure, acceptable to the SFPUC General Manager, to be prepared and implemented by RES. Depending on the nature of the encroachment, and at the sole discretion of the SFPUC, **options may include:**

- (1) immediate removal;**
- (2) removal within a specified period of time;**
- (3) possible modifications to the encroachment; and/or**
- (4) development of a permit agreement with provisions acceptable to the SFPUC.**

The administrative procedures will include attempts to resolve the encroachment through follow-up contact with the adjacent property owners/encroachers by RES. RES shall establish and chair an Internal Encroachment Review Committee (IERC) for the purpose of providing an administrative review of and proposed resolution to encroachments that may not be resolved via initial contacts between the SFPUC and the adjacent property owners/encroachers. Should administrative procedures fail or reach impasse, the SFPUC will, working with the City Attorneys'

SFPUC RIGHT OF WAY ENCROACHMENT POLICY

2007

Office, avail itself of any available remedies, including but not limited to self-help remedies and/or litigation. In particular, where the encroachment consists of trees or vegetation, or the owner of the encroachment is unknown, SFPUC RES staff may determine to cause the removal of the encroachment following notice (posting and/or mail) of the date set for removal without first requesting that the removal be performed by adjoining property owners. The SFPUC RES staff will make every effort to recover the costs of such removal from the adjacent property owners/encroachers.

For Areas that Should be Fenced as Determined by the SFPUC Water Enterprise:

- 1. Staff from RES will gather relevant, available information to confirm the location of the applicable SFPUC property boundaries.
- 2. Staff from SFPUC Communications Group will notify neighboring property owners in advance, of the SFPUC Water Enterprise's decision to install fences in the specified areas.
- 3. The SFPUC Water Enterprise will cause the fence or other barrier to be installed in the specified locations at the times specified in the notice above.



PUBLIC CORRESPONDENCE

The following is public correspondence received by the City Clerk’s Office after the posting of the original agenda. Individual contact information has been redacted for privacy. This may *not* be a comprehensive collection of the public correspondence, but staff makes its best effort to include all correspondence received to date.

To send correspondence to the City Council, on matters listed on the agenda please email PublicComment@losaltosca.gov

From: [Stanford Alumni](#)
To: [Public Comment](#); [Jonathan Weinberg](#); [Neysa Fligor](#)
Cc: [Bruce Barton](#)
Subject: Deep root barriers for Hetch Hetchy pipes vs. old oak trees
Date: Tuesday, October 11, 2022 2:02:57 PM

To the honorable Los Altos City Council,

Deep root barriers (see email below) are another option for separating the Hetch Hetchy pipes from the 100 year old oak trees. It seems that SFPUC may not have considered or researched this option which would probably cost as much as the cost to cut down a 100 year old oak tree.

With best regards,
Don Gardner, Ph.D.

Begin forwarded message:

From: Gabriel Engeland <gengeland@losaltosca.gov>
Date: October 11, 2022 at 12:58:39 PM PDT

I will forward this question to SFPUC to see if they have ever considered it. Currently, it is not approved as part of their vegetation management plan.

Thanks,

Gabe

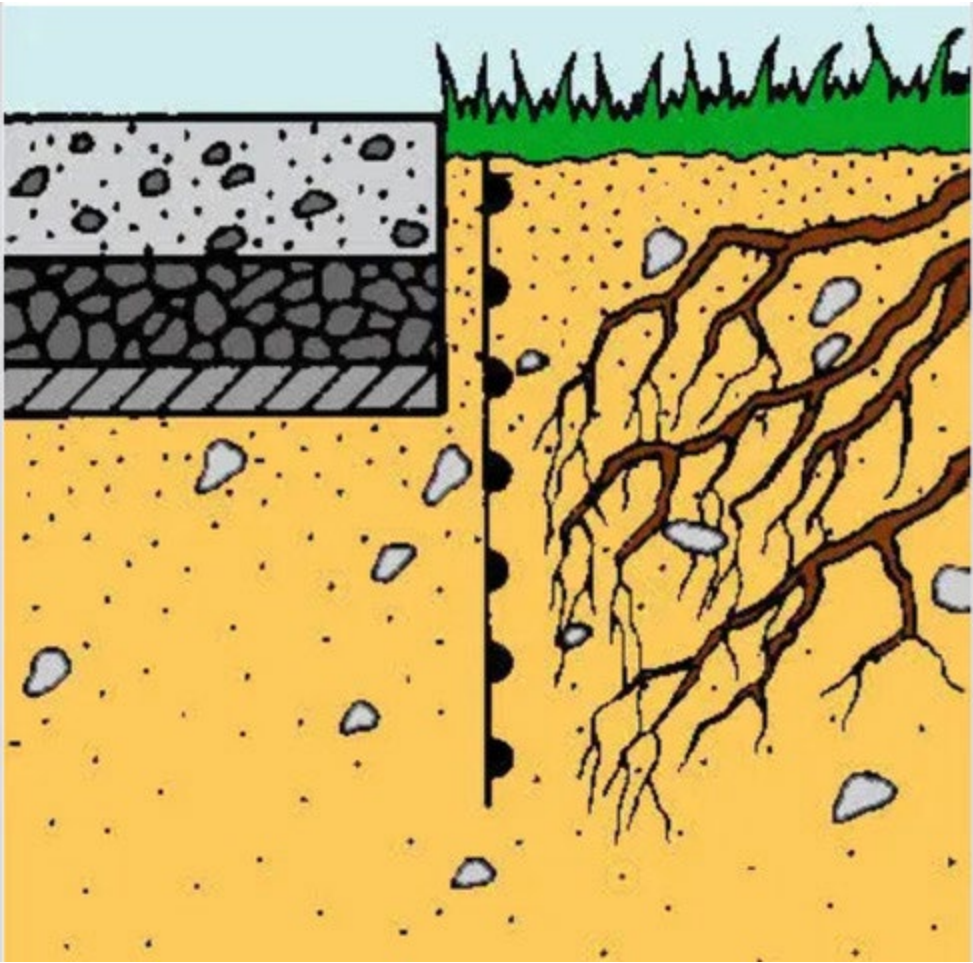
Gabriel Engeland
City Manager
City of Los Altos
(650) 947-2740 | www.losaltosca.gov
1 N. San Antonio Road | Los Altos, CA 94022

From: Donald Gardner <[REDACTED]>
Sent: Tuesday, October 11, 2022 11:41 AM
To: Gabriel Engeland <gengeland@losaltosca.gov>

Hi,

I am interested to know if deep root barriers have been considered. Some examples are shown here. These products can be installed between the pipes and the hundred year old trees probably for the same cost as to cut down the 100 year old trees.

With best regards,
Don



DEEPROOT

DeepRoot Tree Root Barriers

\$9.99 - \$244.99

Sherrilltree Pro Rewards Members will earn double points for every dollar spent today!

☆☆☆☆☆ (Write a review)







AGENDA REPORT SUMMARY

Meeting Date: October 11, 2022

Subject: City of Los Altos Non-Profit and Civic Organization Contributions Policy

Prepared by: Anthony Carnesecca, Economic Development Administrator

Reviewed by: Jon Maginot, Assistant City Manager

Approved by: Gabriel Engeland, City Manager

Attachment(s):

1. Resolution 22-XX City of Los Altos Non-Profit and Civic Organization Contributions Policy
2. City of Los Altos Non-Profit and Civic Organization Contributions Application
3. City of Los Altos Non-Profit and Civic Organization Contributions Audit Report

Initiated by:

City Council

Previous Council Consideration:

None.

Fiscal Impact:

The following policy will cost a varying amount depending upon the particular request from each organization.

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- Does the City Council want to establish a formal policy for any contributions to non-profit and civic organizations benefitting the Los Altos community?

Summary:

- City Council has historically approved contributions individually due to a lack of policy.
- This policy will allow different avenues for City Council to allocate contributions to Los Altos non-profit and civic organizations.
- This policy will increase transparency for residents during the budget process.
This policy ensure the City meets its non-discretionary obligations for contracts and participation in JPAs.

Reviewed By:

City Manager

GE

City Attorney

JH

Finance Director

SN



Subject: City of Los Altos Non-Profit and Civic Organization Contributions Policy

Staff Recommendation:

Adopt the City of Los Altos Non-Profit and Civic Organization Contributions Policy.

Purpose

Create a common policy outlining the process and requirements for non-profit and civic organization contributions from the City of Los Altos.

Background

The City of Los Altos has historically allocated funds to organizations. The City also allocates funds annually as legally required through contracts or participation in Joint Powers Authority (JPA) agreements.

The City Council directed staff to create a formal process for discretionary requests and contributions that could be implemented during the next regular budget cycle. The recommended policy will also make a distinction between the discretionary contributions to organizations, and the non-discretionary allocations, such as contract payments or participation in a JPA.

In the current budget year, the City has provided discretionary funds to:

- WomenSV (\$20,000)
- The Los Altos Chamber of Commerce (\$60,000)

The City provided non-discretionary funds, through contracts or JPA participation, as follows:

- The City of Los Altos has a signed contract with the Los Altos History Museum in the amount of \$65,000 annually.
- The City of Los Altos has a Joint Powers Agreement with Town of Los Altos Hills, City of Mountain View, Los Altos School District, Mountain View School District, Mountain View-Los Altos Union High School District, and Whisman School District for Counseling & Mental Health Services (CHAC) in the amount of \$49,000.

Discussion/Analysis

In an effort to increase transparency and budget certainty, the City Council directed staff to recommend a policy for contributions to non-profit and civic organizations. Additionally, this policy will create a distinction between discretionary and non-discretionary allocations.

City staff researched other cities’ policies and created a policy that allows non-profit and civic organizations to request their contributions as part of the annual budget process. The most efficient use of time and resources is to consolidate this review so City Council will only need to complete one review of all non-profit and civic organization contribution requests annually. City staff will complete an initial review to verify that the organization has met all requirements for the program without any prior or outstanding issues with the City and will then incorporate initially-qualified



Subject: City of Los Altos Non-Profit and Civic Organization Contributions Policy

requests into the budget for a review by City Council through the budget adoption process. City Council will retain final authority to approve or deny these discretionary funding requests.

All requirements for applicants are outlined in the resolution and reiterated through the application form attached to this agenda report.

In addition to discretionary funding requests, the City also provides funding to organizations that are not discretionary. Funding that takes place as part of a contractual obligation or participation in a JPA will also be included in the budget process, but will not be listed as discretionary.

The City Council may opt to enter into contracts with organizations as opposed to reviewing and approving certain expenditures on an annual basis. Contracts would allow long-standing organizations to not request funding annually while still meeting annual reporting requirements to verify that the funds are spent properly.

Recommendation

The staff recommends adoption of the City of Los Altos Non-Profit and Civic Organization Contributions Policy.

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
DEFINING A NON-PROFIT AND CIVIC ORGANIZATION CONTRIBUTIONS
POLICY**

WHEREAS, the City of Los Altos has historically allocated funds to a number of non-profit and civic organizations every year in the budget ;and

WHEREAS, City Council expressed a desire to create a formal process ;and

WHEREAS, The purpose of this policy is to establish a process for non-profit and civic organizations to request funding contributions from the City Council ;and

WHEREAS, The policy is intended to allow the City Council to fully evaluate all funding requests at one time with budget appropriation.

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

City of Los Altos requires all organizations interested in funding to provide the completed “City of Los Altos Non-Profit and Civic Organization Contribution Application” and all other required documents to City staff by January 1st of every year for consideration in the next budget cycle. These applications will be considered annually as part of the budget process.

- 1. Applicant Criteria
 - a. The organization must be a non-profit or civic organization.
 - b. The organization must provide a direct benefit to the Los Altos community.
 - c. Current recipients may be given priority.

- 2. Application Availability and Deadline
 - a. Applications for the next Fiscal Year (July-June) will be available on the City’s website annually in October.
 - b. Completed applications will be due annually on January 1st of every year.
 - c. For example, organizations that are requesting a contribution for FY 23-24 must submit by January 1, 2023 in order to allow time for staff review and preparation of the appropriate budget documents.

- 3. Review and Approval Process
 - a. Applications will be reviewed by City staff.
 - b. Funding applications and details will be included annually in the budget development or mid-cycle budget review process.
 - c. The City Manager will make recommendations on funding to the City Council based on established Council priorities and funding constraints.

- d. The City Council shall award and include final funding within the budget.
- e. Once approved, the City and the organization will enter into a contract, where the organization must meet all requirements outlined in the contract.

4. Reporting Requirements

- a. An annual report must be submitted by July 30 for the prior fiscal year from the organization.
- b. The report shall include a record of the use of City funds and information that provides details on the organization’s impact to the community.
- c. City Council or staff may impose additional reporting requirements as necessary.
- d. If an organization does not submit their annual report, funding will be withdrawn for the next fiscal year.

5. Contribution Length

- a. The organization may either apply for a one-year or multi-year contract, which requires that the organization only apply when their contract runs out.
- b. Organizations that select longer than one year will still be required to submit their annual report on the prior fiscal year’s the use of City funds annually.

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 ____, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Anita Enander, MAYOR

Attest:

Angel Rodriguez, INTERIM CITY CLERK



City of Los Altos
Non-Profit and Civic Organization Contributions Application

Organization Information

Name: _____

Address: _____

Website: _____

Non-profit? Y/N

Civic organization? Y/N

Benefit Los Altos community? Y/N

Description of organizational activities: _____

Description of organizational impact on Los Altos community: _____

Contact Information

Contact name: _____

Contact role: _____

Email: _____

Phone: _____

Contribution Information

Annual contribution amount requested: _____

Length of contribution request? _____

Total contribution amount requested: _____

Repeat request from a previous budget cycle? Y / N

Use of funds:

Expense	Amount	Provide a detailed explanation of the use of requested funds	Explain how this expense will benefit the City
Total			

Agreement

As the official representative for the above organization, I agree to comply with all requirements listed or otherwise enforced through the City of Los Altos Non-Profit and Civic Organization Contribution Policy. The City reserves the right to revoke this application at any time for any purpose. The organization shall provide all documents and organizational information as required by the City of Los Altos necessary to comply with Non-Profit and Civic Organization Contribution Policy application. The official representative certifies that the above information is true and accurate to the best of my knowledge.

Signature: _____

Date: _____



Non-Profit and Civic Organization Contributions Audit Report

Organization Information

Name: _____

Contact Information

Contact name: _____

Contact role: _____

Email: _____

Phone: _____

Contribution Information

Annual contribution amount received: _____

Use of funds:

Expense	Amount	Provide a detailed explanation of the use of requested funds	Explain how this expense will benefit the City
Total			

Does the use of funds information match the same information on your application? Y/N

If not, explain: _____

Agreement

As the official representative for the above organization, I agree to comply with all requirements listed or otherwise enforced through the City of Los Altos Non-Profit and Civic Organization Contribution Policy. The City reserves the right to revoke this application at any time for any purpose. The organization shall provide all documents and organizational information as required by the City of Los Altos necessary to comply with Non-Profit and Civic Organization Contribution Policy application. The official representative certifies that the above information is true and accurate to the best of my knowledge.

Signature: _____

Date: _____



PUBLIC CORRESPONDENCE

The following is public correspondence received by the City Clerk’s Office after the posting of the original agenda. Individual contact information has been redacted for privacy. This may *not* be a comprehensive collection of the public correspondence, but staff makes its best effort to include all correspondence received to date.

To send correspondence to the City Council, on matters listed on the agenda please email PublicComment@losaltosca.gov

From: [Pat Marriot](#)
To: [Public Comment](#)
Subject: PUBLIC COMMENT ITEM 9 OCTOBER 11, 2022
Date: Tuesday, October 11, 2022 1:11:11 PM

Council Members,

Sorry for the late comment, but I just noticed this.

The Resolution says: *“Reporting Requirements: a. An annual report must be submitted by July 30 for the prior fiscal year from the organization.”*

The annual reports I receive in the mail do not have the level of financial detail provided in a Form 990. In fact, few organizations are still sending print reports.

I’d like to suggest that the application require a link to the group’s Form 990 so we have the financial information required to determine whether the organization is fiscally sound/well-managed and what funding it already receives from grants, other donation, fees.

I’d also like to see criteria the city manager will use to select candidates for contributions. I trust him to make good decisions, but residents are interested in knowing how he decides.

Thanks,

Pat Marriott



AGENDA REPORT SUMMARY

Meeting Date: October 11, 2022

Subject: Los Altos Fee Waiver Policy

Prepared by: Anthony Carnesecca, Economic Development Administrator

Reviewed by: Jon Maginot, Assistant City Manager

Approved by: Gabriel Engeland, City Manager

Attachment(s):

1. Resolution No. 2022-XX
2. City of Los Altos Fee Waiver Application

Initiated by:

City staff

Previous Council Consideration:

March 4, 2008

Fiscal Impact:

The total fiscal impact of this policy is unknown and would depend on the number and type of waivers granted. There will be no budget impact if this policy is approved as the revenues were not included in the current fiscal year budget. However, this policy would reduce the collection of unbudgeted revenues.

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- Does the Council wish to adopt a resolution that will clarify the review of fee waivers for non-profit and civic organizations to rent space in City facilities?

Summary:

- City Council has historically reviewed all fee waiver requests on an individual basis for any requests over \$1,000 because there is no internal process.
- The City Manager or their designee will be able to review and approve fee waiver requests for non-profit and civic organizations wishing to rent community space at City facilities.

Staff Recommendation:

Approve Resolution No. 2022-XX.

City Manager

GE

Reviewed By:

City Attorney

JH

Finance Director

JE



Subject: Los Altos Fee Waiver Policy

Purpose

These resolutions will allow the City Manager or their designee to approve fee waiver requests through a formalized process.

Background

On March 4, 2008, the City of Los Altos approved a fee waiver policy allowing “the City Manager or his/her designee is authorized to consider the request and to render a decision if the amount of the waiver is less than \$1,000. For requests greater than \$1,000, a written request shall be placed on the agenda of the City Council for its determination.”

The current fee waiver policy does not outline the requirements or procedures for a fee waiver review and what requests would qualify for approval.

Discussion/Analysis

This policy provides clear direction on how the City Manager or their designee would determine whether a nonprofit organization shall be approved or denied for their fee waiver request.

The cities of Mountain View and Palo Alto have similar policies to the proposed policy, which dictate that the Director may waive facility rental fees for eligible organizations that host events within City facilities for the community benefit.

The City Manager or their designee would have the authority to approve qualifying fee waivers for nonprofit and civic organizations. All interested non-profit or civic organizations must complete the application 90 days prior to the event to be reviewed by the City Manager or their designee.

Furthermore, the Parks & Recreation Department will designate weekdays (Monday through Thursday) during non-peak use for the Apricot room in the Los Altos Community Center for non-profit and civic organizations to use at no cost. Use will be limited to once per month (pending availability), and will only be available for reservation 45 days in advance of the requested date of use.

Recommendation

The staff recommends adopting Resolution No. 2022-XX.

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
CREATING A FEE WAIVER POLICY**

WHEREAS, City Council has historically reviewed all fee waiver requests on an individual basis for any requests over \$1,000 because there is no internal process ;and

WHEREAS, The purpose of this policy is to establish a process for non-profit and civic organizations to request fee waivers ;and

WHEREAS, The policy will allow the City Manager or his or her designee to approve fee waiver requests through a formalized process ;and

WHEREAS, providing fee waivers to certain nonprofit and civic organizations confers a public benefit to the City and the Los Altos community.

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

City of Los Altos requires all nonprofits interested in a waiver of fees to provide the completed “City of Los Altos Fee Waiver Application” and all other required documents 90 days prior to the event.

- 1. Applicant Criteria
 - a. The organization must be a nonprofit or civic organization.
 - b. The organization and the event must provide a direct benefit to the Los Altos community.
 - c. The event may not be political or religious in nature.

- 2. Application Requirements and Terms
 - a. Completed applications will be due 90 days prior to the event.
 - b. All programs or events must be open to the public with no charge to attend and provide services on a non-discriminatory basis.
 - c. The organization must provide insurance coverage as required by the City.
 - d. Programs and activities of nonprofit or civic organizations are superseded by those of the City or by previously contracted use of space.
 - e. The City of Los Altos must be listed on all related publicity with the phrase, “In cooperation with the City of Los Altos.”

- 3. Review and Approval Process
 - a. Applications will be reviewed by City staff for completion.
 - b. The City Manager or their designee will have the authority to approve fee waivers for nonprofit or civic organizations annually in an amount not to exceed the Council approved expenditure authority of the City Manager.

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 ____, 2022 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Anita Enander, MAYOR

Attest:

Angel Rodriguez, INTERIM CITY CLERK

City of Los Altos
Fee Waiver Application

Organization Information

Name: _____

Address: _____

Website: _____

Non-profit? Y/N

IRS 501(c)(3) or Franchise Tax Board Non-Profit Number: _____

Civic organization? Y/N

Description of organizational activities: _____

Description of organizational impact on Los Altos community: _____

Contact Information

Contact name: _____

Contact role: _____

Email: _____

Phone: _____

Fee Information

Description of fee waiver request: _____

Description of how program/event will benefit the Los Altos community: _____

Amount Requested: _____

From: [Pierre Bedard](#)
To: [Public Comment](#)
Subject: PUBLIC COMMENT AGENDA ITEM 10 - 11 OCT 22
Date: Tuesday, October 11, 2022 5:57:55 AM

I hope to be there tonight to hear public comment on this item, and also how this is proposed to be implemented. Barring some issues unseen, **I fully support the adoption of a City of Los Altos Fee Waiver Policy.**

Speaking as a Los Altos resident, nothing irks me more than City Council time wasted, and this Policy is as cost-effective and commonsensical as the four-way stop at Second and State streets.

This is by far the most important cost-saving item on the docket tonight. As the Community Center spools up events and does all the things we want the City to do for us, staff and the organizations need a stable, simpler system. Request for Fee Waivers at Council meetings don't (and can't) scale.

In my opinion, a tremendous amount of staff and nonprofit group effort goes into attaining the City Council approval. The amount spent on bringing an item to you costs money and time - mainly time - which is money.

Please put this policy, or some semblance of it, in place.

--

Pierre Bedard



AGENDA REPORT SUMMARY

Meeting Date: October 11, 2022
Subject Hybrid City Council meetings
Prepared by: Jon Maginot, Assistant City Manager
Approved by: Gabriel Engeland, City Manager
Attachment(s): None
Initiated by:
City Council

Previous Council Consideration:
May 24, 2022

Fiscal Impact:
None

Environmental Review:
Not applicable

Policy Question(s) for Council Consideration:
• Does the Council wish to begin holding hybrid Council meetings?

Summary:
• The City has held City Council and Commission meetings virtually since March 2020
• On September 20, 2022, the City Council requested an agenda item to discuss holding hybrid meetings

Staff Recommendation:
Provide direction on holding hybrid City Council meetings or continuing to hold entirely virtual meetings

City Manager
GE

Reviewed By:
City Attorney
JH

Finance Director
SN



Subject: Hybrid City Council meetings

Purpose

To provide direction on holding hybrid City Council meetings or continuing to hold entirely virtual meetings

Background

At the May 24, 2022 City Council meeting, Council approved a motion “to have the option and ability of holding hybrid public meetings with Council first and then include Commissions, if medically feasible and not against the County Health Officer’s recommendations of State mandates, aiming for the first meeting being after the summer break.”

In June 2022, the County began experiencing another surge in the number of COVID-19 cases with daily case counts reaching above 1,500. This represented the third highest surge since the start of the pandemic. Given the rise in case numbers, staff made the decision at that time to postpone holding hybrid Council meetings.

Discussion/Analysis

At the September 20, 2022 City Council meeting, Council requested an agenda item to discuss holding hybrid Council meetings.

Recommendation

The staff recommends Council provide direction on holding hybrid meetings or continuing to hold entirely virtual meetings.



AGENDA REPORT SUMMARY

Meeting Date: October 11, 2022

Subject Contract Amendment: City Manager Employment Agreement

Prepared by: Anita Enander, Mayor

Attachment(s):

- 1. Amendment No. 1 to the City Manager Employment Agreement

Initiated by:
City Council

Previous Council Consideration:
August 30, 2022

Fiscal Impact:
This amendment will result in an increase of \$12,500 in the City Manager’s annual salary.

Environmental Review:
Not applicable

Policy Question(s) for Council Consideration:

- Does the Council wish to approve the 5% salary increase for the City Manager?

Summary:

- Amendment would provide a salary adjustment for the City Manager.

Staff Recommendation:
Move to approve Amendment No. 1 to the City Manager Employment Agreement which amends the City Manager’s contract to include an increase of \$12,500 in the City Manager’s annual salary for a base salary of \$257,595.



Subject: Contract Amendment: City Manager Employment Agreement

Purpose

To consider an amendment to the City Manager Employment Agreement

Background

The Los Altos City Council selects, appoints and is responsible for evaluating the performance of the City Manager on an annual basis. As the result of the performance evaluation process, compensation adjustment may be considered.

Discussion/Analysis

The 2022 performance evaluation process has been conducted. Based upon this review, the following compensation and contractual modifications are recommended:

- 1. Compensation increase of 5% based upon the peer cities competitive salary market.

These modifications are included in the amendment to the City Manager Employment Agreement (Attachment 1) and take effect the first pay period beginning after July 1, 2022.

Options

- 1) Approve the amendment to the City Manager Employment Agreement

Advantages: Allows the City to adjust the City Manager’s compensation based upon peer cities competitive salary market.

Disadvantages: None identified

- 2) Do not approve the amendment

Advantages: None identified

Disadvantages: The compensation of the City Manager would begin to lag the increasing economic conditions of the region

Recommendation

It is recommended that Council approve option 1.

AMENDMENT NO. 1 TO THE CITY MANAGER EMPLOYMENT AGREEMENT

This Amendment No. 1 (“Amendment”) to the City Manager Employment Agreement (“Agreement”) is entered into as of the ___th day of _____2022, by and between the City of Los Altos, a California general law municipal corporation, hereinafter referred to as “City,” and Gabriel Engeland, hereinafter referred to as “Engeland.”

RECITALS

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, including the duties, salary, and benefits of employment; and

WHEREAS, on June 22, 2021, City and Engeland entered into an agreement entitled “City Manager Employment Agreement (“Agreement”); and

WHEREAS, the effective date of the Agreement was July 19, 2021; and

WHEREAS, in July 2022, the Council appointed an ad hoc committee to negotiate an amended Agreement with Engeland; and

WHEREAS, the ad hoc committee met with Engeland September 1, 2022, and received requests from Engeland for possible amendments to the Agreement; the intent of the committee was to negotiate an amendment to the Agreement; and

WHEREAS, the City desires to amend Section 1.C to replace the fixed term with an at-will status; and

WHEREAS, the City desires to remove Section 1.D in its entirety to conform with the changes to Section 1.C; and

WHEREAS, pursuant to Section 2.A.2, the City desires to amend the Agreement to increase the annual base salary for Engeland from \$245,095 to \$257,595; to be effective at the first pay period beginning after July 1, 2022; and

WHEREAS, the City desires to amend Section 4.B to extend the limited term to provide Housing Assistance or until Engeland decides to purchase a primary residence pursuant to section 4.B.2; and

WHEREAS, Engeland is agreeable to these changes and to continuing employment with the City; and

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

conditions hereof, the parties hereby amend the following sections of the Agreement as follows:

1. Section 1.C is hereby deleted and replaced with the following new section:
Term of Agreement. This Agreement shall be effective from July 19, 2021, and will remain in force and effect until terminated as provided herein, Engeland resigns, or Engeland dies or becomes incapacitated or otherwise unable to perform the duties hereunder. 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.

2. Section 1.D Agreement Term Renewal is hereby deleted in its entirety.

3. Section 2.A.1 is modified by inserting the following sentence after the first sentence: “Engeland’s Base Salary shall increase to Two Hundred Fifty-seven Thousand Five Hundred Ninety-five Dollars (\$257,595) effective the first pay period after July 1, 2022.”

4. Section 4.B.1 is hereby deleted and replaced with the following new section:
Housing Assistance: The Parties contemplate that, starting on the Effective Date, 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) Dollars. The City shall provide this Housing Assistance until 6 years following the Effective date of the contract or until Engeland decides to purchase a primary resident pursuant to Section 4(B)(2) 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.

5. 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.

GABRIEL ENGELAND

CITY OF LOS ALTOS

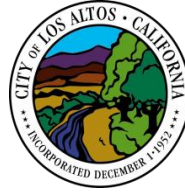
By Anita Enander, Mayor

ATTEST:

Angel Rodriguez, City Clerk

APPROVED AS TO FORM:

Jolie Houston, City Attorney

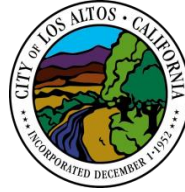


City of Los Altos 2022 Tentative Council Agenda Calendar

October 3, 2022

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/ Date of request to add.
October 25, 2022	REGULAR COUNCIL MEETING		
	Conflict interest code update	Consent	Angel & HR
	SFPUC	Discussion	Manny
	Compost Event – Budget Allocation	Consent	Manny
	Restriction of Fire Arms on Public Property (JW/NF/AE 7/12)	Discussion	
	Request for Park in Lieu funds; Shade Structure	Consent	Manny
	Complete Streets Master Plan	Consent	Marisa
	MRP 3.0 Overview of new reqs	Consent	Aida
	Assembly Bill AB 1266	Public Hearing	Aida
November 1, 2021	Joint w/Commissions		
November 15, 2022 *	1st Quarter report FY 2021/2022		
	REGULAR COUNCIL MEETING		
	Commission Appointments	Consent	Anthony C
	Current Reach Code extension	Public Hearing	Nick
November 29, 2022	Updated to Dec Council Meeting dates	Discussion	Angel
November 29, 2022	Study Session – Downtown Vision – 6 pm start	Study Session	Anthony C
November 29, 2022	REGULAR COUNCIL MEETING		



City of Los Altos Tentative Council Agenda Calendar
October 3, 2022

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.
	Raising Flag Policy	Discussion	Anthony C
	Ceding time	Consent	Anthony
	Current Reach Code extension (second reading)	Public Hearing	Nick
December 13, 2022	Special meeting REORG.		

Future Agenda Topics To Be Scheduled....

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.	Public Hearing	
League of California Cities – Role and Representation	Presentati on/Discu ssion	Council Initiated
Subcommittee on Grants		NF 03.25.2022



City of Los Altos Tentative Council Agenda Calendar
October 3, 2022

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.
	Comprehensive multi-modal traffic study (analysis of recent projects projected parking, trip generation, & traffic impacts to actuals; ECR impacts should include adjacent streets)		ES
	PCI Report		
	Funding mechanisms for housing and housing programs		
	Open Government Cmte		
	MWENDO		
	Dark Skies Ordinance (LLE/AE/NF 7/12)		
	Holidays to be referenced on employee rules	Consent	HR