

# Appendices



## Downtown Parking Management Plan for the City of Los Altos

Prepared for the

City of Los Altos

September 2013





## Appendix 1A

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# Council Review of Downtown Parking Management Recommendations

## **City Council Review of Downtown Parking Management Plan Recommendations, September 17, 2013**

The Los Altos City Council reviewed and adopted the Downtown Parking Management Plan for the City of Los Altos at its September 17, 2013 meeting. The following is a summary of their review of each of the parking management strategies presented in Chapter 2 of the Plan and related strategies that came out of the discussion at the City Council meeting:

- **Graduated parking fines** – the City Council recommended implementation of this strategy as a high priority with the caveat that it be revenue neutral. A possible way to implement this would be to not waive the initial ticket and increase fines starting with the second infraction.
- **Violation to permit incentive program** – The City Council members recommended exploring this strategy further with the caveat that the permit could be provided at a reduced cost instead of at no cost. The City Council indicated this strategy was a low priority for implementation.
- **Permits through an assessment district or BID** – The City Council supported this strategy only if an assessment district is formed for other reasons, such as increasing supply.
- **Increase in employee permit parking supply** – The City Council approved the addition of approximately 110 employee permit spaces in April 2013. These spaces were added in August 2013. The City Council supported ongoing monitoring of the supply to ensure adequacy of available spaces into the future.
- **On-line all day permits** – The City Council deferred implementation of this recommendation until such as time as there is demonstrated demand.
- **Enhanced enforcement technologies** – The City Council directed staff to bring back a recommendation for a License Plate Recognition system as part of the next mid-point review of the two-year budget.
- **Seasonal valet program** – The City Council supported funding this program for the 2013 holiday season and requested that the Chamber of Commerce and Los Altos Village Association share in the cost of implementation.
- **Increase in short-term parking adjacent to Post Office** – The City Council stated that additional short-term spaces could be added if staff determines they are needed.
- **Construction parking mitigation** – The City Council directed staff to explore the recommendations presented in the Plan and report back to Council on what additional measures could be implemented.
- **Bicycle corrals in the plazas or on-street** – The City Council directed the Bicycle and Pedestrian Advisory Commission to further review the recommendations in the Plan.

- **Enforcement staffing** – City Council directed the City Manager to explore options for better alignment of enforcement staffing hours with the posted enforcement hours in the downtown.
- **Financing options for additions to the parking supply** – City Council directed staff to initiate discussions with property owners in the downtown parking district to gauge interest in forming a parking assessment district or to identify other feasible financing mechanisms.
- **Design work for additional parking supply** – The City Council did not support moving forward with initial design work on parking supply options until a financing mechanism is identified.
- **Policy for plaza reconfiguration by private developers** – The City Council directed staff to develop a policy for review that addressed public parking plaza reconfiguration by private developers in lieu of meeting their parking demand on-site.



## Appendix 2A

### Parking Comparables

# Introduction

Parking management comparables were developed for five cities with the purpose of understanding the elements of existing parking programs to learn from. The comparables discussed below describe how the cities use parking management programs for their downtowns. The range of communities represented offer valuable insight regarding the need for a comprehensive management approach, the value of stakeholder participation, and finally, the willingness to make adjustments over time.

## Los Gatos

### Background

Los Gatos is a town of less than 30,000 residents located in Santa Clara County southeast of San Jose. Downtown Los Gatos is considered a pedestrian-friendly shopping and dining area consisting of approximately 200 businesses.

### Parking Supply

Throughout downtown are six public off-street parking lots that are free of charge. These lots have a three-hour time limit between 9 AM and 6 PM, Monday through Saturday. There are a limited number of off-street spaces designated for all day parking that quickly fill up each day. On-street parking is also free and has a two-hour time limit. Immediately adjacent to downtown are primarily residential streets that require a residential permit to park on street in the evenings between the hours of 6 PM and 9 AM. Los Gatos also has some on-street spaces that require parking permits all day.

Figure 1A-1 Los Gatos Downtown Parking Map



Source: City of Los Gatos

### Demand

Town staff does not conduct regular parking counts to measure occupancy. Casual observation leads City staff to believe that on- and off-street parking are well utilized most days of the week, including weekends, with the busiest times between noon and 5 PM.



## **Enforcement**

Parking time limits are enforced by marking tires with chalk. Despite the time restrictions, reparking is allowed and is an accepted and encouraged practice for those who drive to work in downtown. Drivers are allowed to move their cars throughout the day within the same lot but are encouraged to ensure that the original chalk marks are in a location different from where an enforcement officer originally places it. Los Gatos has attempted an employee parking program several times in the past. There were enough complaints to lead staff to propose an employee parking permit program several times, most recently one year ago and four years before that, however there was not enough support from downtown businesses to gain approval from the City Council.

## **Holiday Valet Service**

Each holiday shopping season (between Thanksgiving and Christmas Eve) the City establishes a valet parking program in downtown which has been well received by users. The service is free and open to everyone, both employees and visitors. No time limits apply to the valet program which makes it popular with employees. One parking lot is used for valet and typically doubles that lot's capacity. On average, the City will valet park 1,500 cars during one season. Valet service provision is annually put to bid and the contract is often established to not exceed \$18,000. The 2011 shopping season cost approximately \$16,000.

## **Future Plans**

There are currently no major parking plans on the horizon for Los Gatos. The City considers itself a conservative community and is unlikely to impose more restrictive parking policies on itself.<sup>1</sup>

## **Lessons for Los Altos**

The experiences from Los Gatos show that support for a parking management program is an essential component for the implementation of a new program. In general, the City manages its downtown parking fairly well with the exception of employee parking. A lack of long-term spaces for employee parking is a reoccurring issue for the City. Despite complaints of employee parking availability and several attempts to utilize an employee permit program the City has been unable to address this challenge due to low support from downtown businesses.

Los Gatos also provides an example of a successful holiday valet service program which has been well received by users. The holiday valet service has been a successful method to temporarily increase the capacity of parking spaces during the peak shopping season. If funds are available, this service can create convenience for visitors and employees while also addressing an increase in demand.

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<sup>1</sup> Cross, G. (2012, October). Telephone interview.

# Mountain View

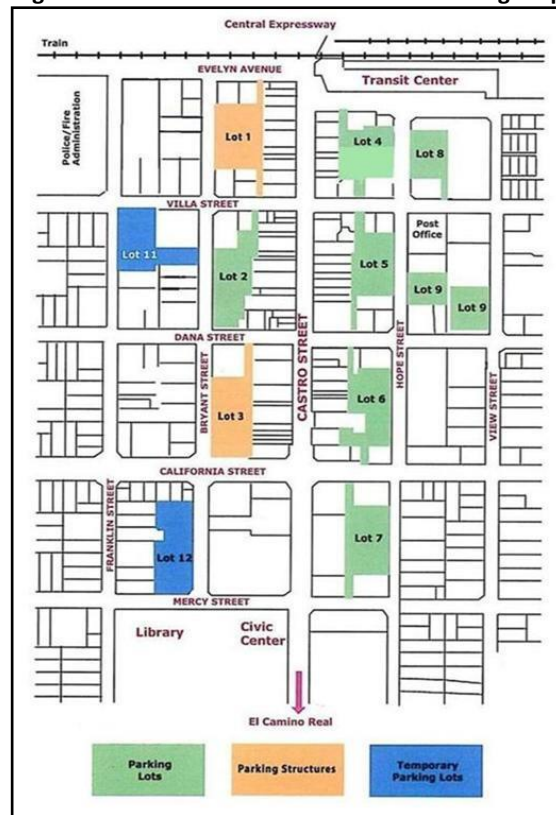
## Background

Mountain View is located adjacent to Los Altos and Palo Alto in the northwest corner of Santa Clara County. The City further adds to Silicon Valley with many major company headquarters such as Google, and LinkedIn. The City has a pedestrian-friendly downtown centered on Castro Street between Mercy Street and Evelyn Avenue. Just north of downtown is the transit center which links the Caltrain commuter rail with the Santa Clara Valley Transportation Authority (VTA) light rail system. The City of Mountain View maintains a Downtown Precise Plan (DPP) which provides a framework for the preservation and development of the area. The parking objectives in this DPP are to ensure that the downtown is accessible by providing adequate parking.

## Parking Supply

Similar to Los Altos and Los Gatos, the City of Mountain View maintains free parking for downtown visitors. Parking can be found in structures and lots, as well as on-street, throughout the core area. Figure 1A-2 shows the location of the lots and structures throughout the downtown. Variations of time regulations are present with the majority of parking subject to a 2-hour time limit; lot 11 being the only 3-hour lot. A limited amount of 1-hour parking can be found along Castro Street and segments of West Evelyn Avenue and Church Street; shorter, less than one hour parking is found along Villa Street, Bryant Street, and Mercy Street. On-street parking neighboring the downtown core is primarily unrestricted with segments of 5-hour parking. Parking in structures is not allowed between the hours of 2 AM and 6 AM for both public and permit holders.

Figure 1A-2 Downtown Mountain View Parking Map



Source: City of Mountain View

## Parking Permits

The City of Mountain View offers downtown permits which can be purchased by employers, their employees, and downtown residents. These permits enable employees and residents long-term parking in the downtown area. Applicants must have their residence or business located within the Downtown Parking District to be eligible. The available purchasing options include an annual, a monthly, and a book of 25 one-day permits costing \$240, \$40, and \$40 respectively. The book of 25 one-day permits can be purchased by business owners and are only for the use of customers; parking is permitted in parking lots, but not for on-street parking. The parking locations for annual and monthly permit holders are located in specified lots and levels; these permit holders are allowed to park for a maximum of 72-hours. Permits are valid in the outer lots (6 through 9, 11 and 12) and the upper levels of lots 1 and 3; permits are not valid in lots 2, 4 and 5 to maintain parking availability for visitors in the central downtown.<sup>2</sup> The City is currently planning to evaluate the current permit program based on recent utilization data including shifting employee permits to lesser used facilities and consideration of a potential tiered pricing system to get the most of their current parking facilities.

## Parking Assessment District

The City of Mountain View has formed two parking assessment districts and a maintenance assessment district throughout its history for the purpose of operation and maintenance of off-street parking. No direct documentation was found for the original district – Parking District No. 1. However, the resolution to form Parking District No. 2 included the absorption of Parking District No. 1's parking facilities and was adopted in 1959; it is likely that the boundaries of Parking District No. 1 were similar to those of Parking District No. 2.<sup>3</sup>

In 1979 there were concerns about the City's ability to cover the operating and maintenance costs of the parking lots in District No. 2, given the passage of Proposition 13 and a pending deficit in the District's fund. The City moved to form the Downtown Parking Maintenance Assessment District (PMAD) which was intended to pay off the deficit from District No. 2 and to cover the ongoing costs of operating and maintaining the parking facilities; the boundaries of the PMAD were the same as those of Parking District No. 2. The same procedures took place as the forming of Parking District No. 2, in which an engineer's report with assessments was prepared, followed by a public hearing meeting. The engineers report follows a two part assessment formula where 75 percent is based on the number of parking spaces required given the existing land uses on each parcel, and the remaining 25 percent is based on the size of the parcel as a percentage of the total size of all parcels in the district.<sup>4</sup>

From its original adoption the annual assessment has gradually increased over the years to \$158,606 for fiscal year 1996 to 1997. This was the last time the assessments were increased due to the passage of Proposition 218, which required a voting process to increase or make changes to assessments. Over the past 14 years, the City has continued to collect the same \$158,606 from the assessment district. Staff has found that currently the funds from the assessment combined with other district revenues, such as licenses and permit fees, property tax, leases, interest earnings etc., have been adequate for the costs of the PMAD. For fiscal year 2011 to 2012 the estimated parking district revenue was \$406,526 which included the assessment districts \$158,606, the remaining amount came from other district revenues; the parking district does not receive general fund revenues. The estimated parking district revenue covered the PMAD operating budget for the fiscal year which was set at \$362,177. The remaining balance of revenue is put to annual funding for future maintenance projects, such as painting structures, or carried over to the next year.<sup>5</sup> Although the current system for funding the PMAD is currently experiencing a positive balance, there is concern that over the years the PMAD costs will increase and upset this balance.<sup>6</sup>

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<sup>2</sup> City of Mountain View (2012).

[http://www.mountainview.gov/city\\_hall/community\\_development/economic\\_dev/downtown\\_parking\\_permits.asp](http://www.mountainview.gov/city_hall/community_development/economic_dev/downtown_parking_permits.asp)

<sup>3</sup> City of Mountain View (2011). Downtown Mountain View Parking Study

<sup>4</sup> City of Mountain View (2011). Downtown Mountain View Parking Study

<sup>5</sup> City of Mountain View (2011). Downtown Parking Maintenance and Operation Assessment District for Fiscal Year 2011-2012

<sup>6</sup> City of Mountain View (2011). Downtown Mountain View Parking Study

## **Administration & Enforcement**

An engineer's report is prepared annually which estimates the budget for the operation and maintenance costs of the PMAD. These estimates are based on the same two part assessment formula used in the formation of the PMAD, which is calculated on a per parcel basis. The city opted not to increase the assessment since the 1996/1997 fiscal year. By maintaining the assessment, the City Attorney's Office concluded that the Proposition 218 requirement for a ballot was not required. A majority vote of property owners would have allowed the City to increase the assessment, but it could have also resulted in the dissolution of the district if majority approval was not achieved.

The Mountain View police are responsible for the enforcement of the downtown parking regulations and the cost for exceeding the posted time limits range from \$36 to \$38 dollars. Enforcement is done manually with chalk and tickets are primarily hand written with a limited number of handheld computers for officers to use. It is estimated that approximately 4 hours per day is spent on patrolling the downtown on enforcement rounds.

## **Parking In-Lieu Fee**

In 1988 when the Downtown Precise Plan was originally adopted it included a parking in-lieu fee for specified properties within the Downtown. These specified areas are mostly in the historic Castro Street commercial area where properties are physically not able to provide parking due to their unique small sizes and shapes. The fee was originally a onetime fee of \$9,000 per space and increased to \$13,000 in 1991 for the construction of the first downtown parking structure; this increase was based on the actual cost of the construction. In 2000, the fee was increased again to its current fee of \$26,000 per space; again, this increase was based on the actual cost of construction for an additional parking structure. The funds generated from this program have assisted in the construction of two parking structures since its original adoption.<sup>7</sup>

## **Results**

The economic division which manages the City's permit parking program has not received a significant amount of complaints and is led to believe that the program has been effective.<sup>8</sup> Although the system is working reasonably well now, the City is feeling the strain of growing parking demand and is beginning to look at ways to restructure the employee program to shift demand and create more employee parking spaces.

## **Lessons for Los Altos**

The City of Mountain View offers insight on how to manage employee parking while also maintaining convenient parking for visitors. By providing a limited number of permit spaces closer to the central downtown (top floors of lots 1 and 3) more convenient spaces are made available for visitors. Employees, however, are still provided with adequate parking farther from the central downtown in the outlying parking lots. Mountain View also offers a day pass similar to Los Altos. While the City does enforce parking, it is not a systematic or rigorous program. As such, significant parking overstays were observed during the most recent parking study (2010). The City's assessment district has been a useful tool to fund parking in the downtown, however it has been near impossible to increase the assessment level since its initiation.

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<sup>7</sup> Staff Report to City Council (September, 2000) <http://laserfiche.mountainview.gov/WebLink/0/doc/18735/Page1.aspx>

<sup>8</sup> Joanne Francis (2013, January 16). Telephone Interview

# Sunnyvale

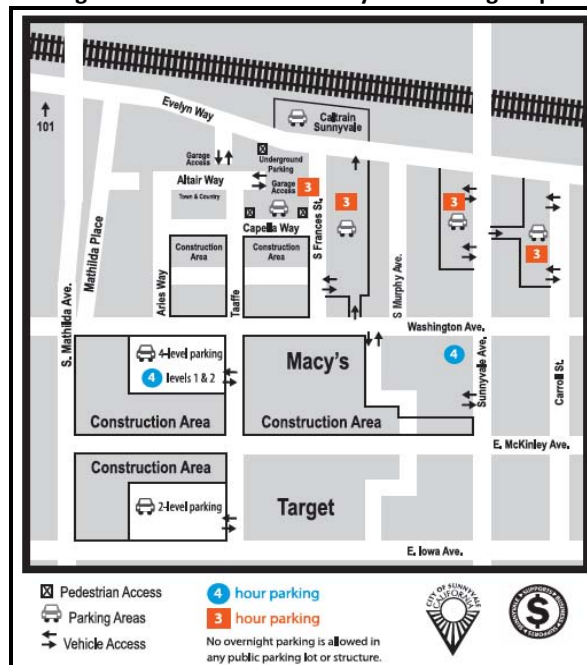
## Background

Located in the northwest corner of Santa Clara County and sharing borders with Mountain View and Cupertino, Sunnyvale is one of the major cities which make up the Silicon Valley. Aside from housing research facilities and high-technology companies, the downtown maintains a mixture of various uses such as retail, residential, office, and civic. The downtown can be found south of Evelyn Avenue, near the Caltrain Sunnyvale station, and generally bounded by Bayview Avenue to the east, Charles Street to the west, and El Camino Real to the south. The 2003 Downtown Specific Plan has been in place as an update to the 1993 Downtown Specific Plan with the goal of establishing and maintaining downtown as the cultural, retail, financial and entertainment center of the community.<sup>9</sup>

## Parking Supply

Sunnyvale maintains free parking throughout its downtown area. Available on-street and off-street parking can be found throughout the area with underground and structured parking (See Figure 1A-3). Generally, 4 hour parking is available in the larger lots located south of Washington Avenue with 3 hour on- and off-street parking available throughout the core to the north; Murphy Avenue has the only 1 hour on-street parking. Although the timed areas are labeled, metering is not used and enforcement is done with ticketing; the City currently does not have any plans of implementing metering.<sup>10</sup> Parking enforcement officers chalk tires and handwrite tickets for time violations within the downtown, tickets cost \$53. The Sunnyvale Caltrain station maintains its own parking structure located immediately north of the core area; this 439 space structure is open for downtown parking and includes 15 bicycle racks, however, parking is not free.<sup>11</sup>

Figure 1A-3 Downtown Sunnyvale Parking Map



Source: City of Sunnyvale

<sup>9</sup> City of Sunnyvale. (2003). Downtown Specific Plan

<sup>10</sup> Whithouse, J. (2012, September 13). Telephone Interview

<sup>11</sup> Caltrain website (2012). <http://www.caltrain.com/stations/sunnyvalestation.html>

## **Parking Assessment Districts**

In the mid 1960s the City Council approved the authorization of the City of Sunnyvale to tax properties within the downtown for the purpose of operation and maintenance of parking facilities as well as the development of new facilities. The defined boundary, known as the Downtown Parking Maintenance District, is broken into four separate zones (See Figure 1A-4). Property owners within these zones benefit from being part of the maintenance district as they are allowed to maximize their parcel's value with increased development capabilities, such as developing or redeveloping property without the supporting on-site parking requirements.<sup>12</sup>

The properties located within the district are annually assessed and are responsible for the operation and maintenance cost of parking facilities only within their respective zones; enforcement costs are not included in the assessment fees, the program is designed for the operation and maintenance of parking facilities within the district and all enforcement fees and revenues are a part of the City's general fund. In accordance to Proposition 218 a minimum voter approval of 50 percent is required before a proposed assessment, which is based proportionately on the benefits a parcel receives, can be approved.

The Public Works engineers are tasked to make the assessment calculations which, upon approval, are then given to the Santa Clara County Tax Collector. The assessment calculations are revised for the fiscal year with respect to the maintenance and operation costs of the given year. The operation and maintenance costs are calculated first, then pro-rated to each parcel based on deficit parking spaces; which covers the full cost of operating and maintaining the parking for the district. The annual assessment for 2009 to 2010 was approximately \$152,000, and \$153,000 between 2010 and 2011.

The City has never needed to provide additional funds and finds the Downtown Parking Maintenance District to be an effective program. Although one of the purposes of the Assessment Districts is to generate funding for development of new facilities, the City has never used the funds for this purpose. Any surplus funds remaining are carried over to the following year unless they will be used for the development of new facilities or for operational reserves.

## **Parking Permits**

The City of Sunnyvale employs a parking program for both residents (RPP) and employees (EPP) located within the downtown parking district. Residents and employees benefit from the program by being exempt from time restrictions and allowing long term parking. The costs for these permits are incorporated into the assessment district taxes and are essentially free to residents and employers. The City has not received any complaints regarding the program and is viewed to be satisfactory. These programs are managed by the public works department and are seen as two separate programs.

The Residential Permit Parking Program (RPP) requires residents to complete an application process which involves providing proof of vehicle registration/ownership and proof of residence; this program also encompasses permits for caregivers, guests, and contractors/handyman.<sup>13</sup>

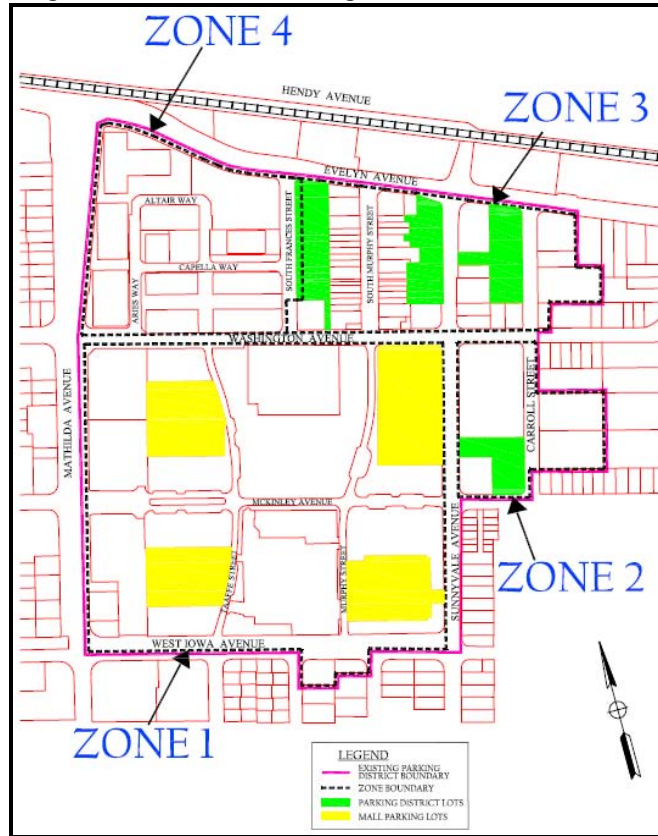
The Employee Permit Parking Program (EPP) does not have an application process similar to the RPP program. Instead, permits are distributed to employers based on the number of employees listed on their business license. Employers eligible for this program are located within the downtown parking assessment districts.

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<sup>12</sup> City of Sunnyvale website. <http://sunnyvale.ca.gov/Departments/PublicWorks/DowntownParkingMaintenanceDistrict.aspx>

<sup>13</sup> City of Sunnyvale: Public Works Department. "Instructions for Completing Residential Permit Parking Application"

Figure 1A-4 Downtown Parking Maintenance District Zones



Source: City of Sunnyvale

### Future Plans

The City currently has no plans in place to add to the Downtown Parking Maintenance District or make any adjustments to the permit programs. Instead of making any changes to their existing management the City has been requiring developers to provide even more parking and will likely continue this requirement in the future.

### Lessons for Los Altos

The City has been able to utilize its Parking Assessment District to provide a permit program for both employees and residents. This program has been successful for the City at managing the parking in the downtown area. The cost to operate the program is incorporated into the taxes associated with the parking district which enables the City to operate the program at essentially no cost to them. This approach for a permit program seems to be ideal for cities which have an assessment district. It should be noted that it requires significant political will of the business community to be willing to pass the self assessment required to create a district.

## Palo Alto

### Background

Palo Alto is located in the northwest corner of Santa Clara County and shares its borders with Mountain View and Los Altos, among other cities. The City serves as a central economic focal point of Silicon Valley with many technology companies and research facilities. In addition, Palo Alto has a lively retail and restaurant trade, and is home to areas of Stanford University. The City offers free parking; however, chooses to manage their downtown parking with 1) a system of color-coded time zones, 2) permits for visitors or businesses, and 3) a parking assessment district.

## Color Zone

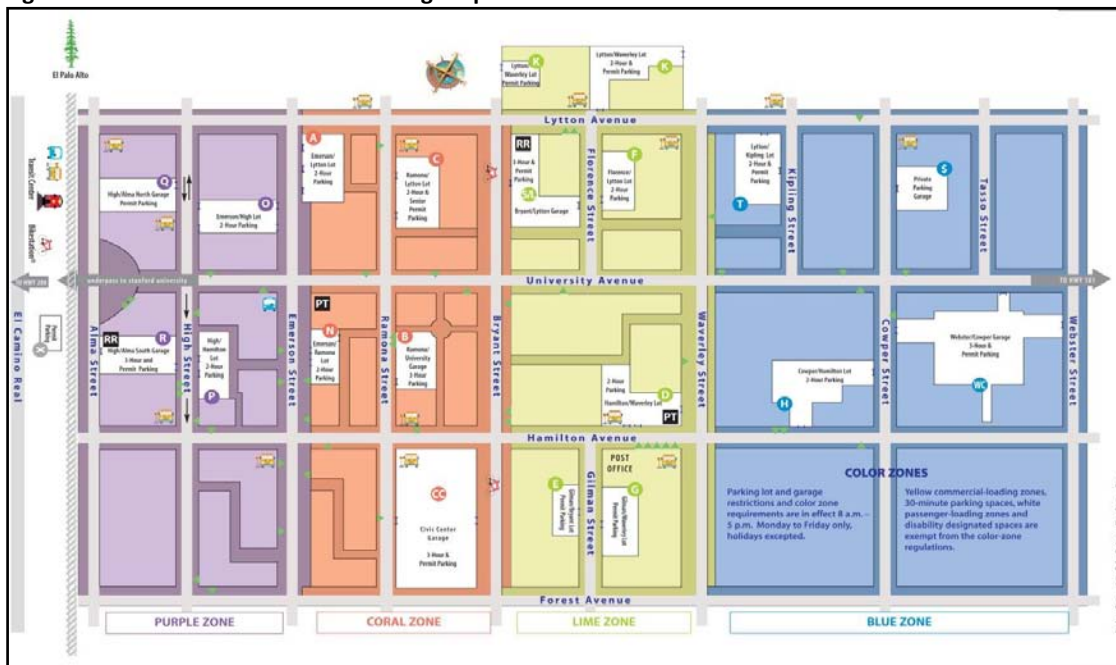
One of the greatest challenges facing the City in the 1990s was reparking, which they termed “sleeper parking.” Sleeper parking refers to the practice of employees who park in on-street spaces, and by moving their vehicles from one parking space to another when the time is up, monopolize many of the most convenient on-street parking spaces. This restricts the availability of these prime spaces to shoppers, restaurant customers, and other visitors. In order to manage this issue the City formed colored zones.

The City divided the core business district of downtown into four color-coded zones (purple, coral, lime, and blue) which are signed (See Figure 1A-5). People must move their vehicles out of the zone once the time limit expires or they will receive a ticket. Two hour restricted parking areas that are outside the color zones are identified with signage. Short term parking (30 minutes), commercial loading zones, passenger loading zones, and disability parking are exempt. The other exception is the existence of a privately owned garage which charges for parking.

## Outreach

City staff, in collaboration with the Palo Alto Chamber of Commerce, formed the Parking Committee which produced a parking brochure clearly illustrating the locations and color zone of available parking downtown. Prior to the effective date of the sleeper parking restrictions, all of the signs were replaced by the new signs and the parking brochure was mailed to all of the downtown merchants. In addition, special events and considerable publicity through newspaper articles and advertisements were planned around the effective date. The Parking Committee also conducted training sessions for downtown employers and employees.<sup>14</sup>

Figure 1A-5 Downtown Palo Alto Parking Map



Source: City of Palo Alto

<sup>14</sup> Aggarwal, A. (October 17, 1996). Color Zone Parking in Downtown Palo Alto



## Enforcement

In the first four to six weeks after the program was effective, warnings were issued to violators instead of citations to help people get accustomed to the new parking restrictions.<sup>15</sup> Warnings included a copy of the parking brochure as an extra measure to educate violators about the new system. In the first nine months after the initial grace period, vehicle license plate number and citation data showed a 97.3 percent compliance rate. In addition, a comparison of the number of citations issued in the same area prior to color zone implementation indicates that 2,889 fewer citations were issued in 1995 (Aggarwal, 1996).

Parking enforcement within the Police Department is comprised of seven Parking Enforcement Officers (PEO), one Parking Enforcement lead, and a supervising Police Sergeant. Mondays through Fridays, a PEO was assigned to a specific zone to conduct proactive regulatory enforcement. The uniqueness of the color zones requires that the PEOs walk the entirety of each color zone and manually enter the license plates of every parked vehicle into handheld citation computers. On any given day, an individual PEO entered between 750 and 1,000 license plates.<sup>16</sup>

Back in 2005 or 2006 the City changed the classifications from "Parking Enforcement Officers" to "Community Service Officers." Currently there are eight full-time officers and one full-time, non-sworn management position, which are funded by the General Fund. Typically four of the officers patrol the color zones (one officer in each color zone) to check for reparking and permit violations<sup>17</sup>.

## Funding

According to the 2004 report, PEOs wrote about 50,000 citations a year for enforcement in downtown, outside of downtown, and California Avenue areas, which contributed approximately \$1.8 million annually in revenue to the General Fund.<sup>18</sup>

## Spillover Issues

Although the City provided as many additional permit spaces as possible for downtown employees so that spillover parking into adjoining neighborhoods would not increase, parking surveys conducted after program implementation showed that there was an increase of about 100 non-residential vehicles parking in the residential neighborhoods. In March of 2004, staff conducted another survey in the residential areas surrounding the downtown color zones and found that approximately 577 non-resident vehicles parked in the neighborhoods north of University Avenue and approximately 766 non-resident vehicles parking in the neighborhoods south of University Avenue. At Council direction, staff worked with members of the Downtown North and SOFA Neighborhood Associations from 1996 to 2001 and developed a proposal for a residential parking permit program. However, due to budget constraints, the program was never implemented.

## Results

The City Council adopted the color zone parking ordinance in 1995 on a one-year trial basis. After one year it was concluded that the program was successful in freeing up more parking spaces for visitors in the downtown area. Evaluation of success was dependent on several factors such as spillover parking into adjoining neighborhoods, availability of parking spaces, availability and demand for parking permits, and responses from citizens, merchants, and visitors (Aggarwal, 1996, p. 6). There were, however, some issues that had surfaced during the year that still needed attention. Therefore, the program was extended for another year to increase marketing and outreach efforts, conduct customer and employee surveys, and determine support for a Residential Permit

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<sup>15</sup> Johnson, L. (November 10, 1994). City Manager's report: "Sleeper parking resolution adopting restricted parking zones"

<sup>16</sup> Venable, M., Aggarwal, A. (July 12, 2004). City Manager's report: "Status report on downtown and California Avenue parking"

<sup>17</sup> McAdams, K. (2011, February). Telephone interview

<sup>18</sup> Venable, M., Aggarwal, A. (July 12, 2004). City Manager's report: "Status report on downtown and California Avenue parking"

Parking Program. Based on the success of the color zone program, the program was made permanent in 1997 (Venable, 2004).

In general, owners/managers of restaurants and most business establishments have found that the color zone program has increased the number of available parking spaces. However, in 2004 several complaints were documented with regard to reparking within the same color zone when making multiple trips to the business district in one day. In response to this concern, the City created 33, 30-minute parking spaces with green curbs throughout Downtown which are excluded from the color zone restrictions. This enables drivers to park in a 30-minute space to run short errands and repark in the same color zone in a regular two-hour spot at a later time without receiving a citation. Staff has also addressed this issue by granting a one-time dismissal after an appeal or complaint is received by the City (Venable, 2004, p.5).

### **Parking Permits**

The City provides permits to dissuade downtown employees from parking in adjoining neighborhoods. The Revenue Collections department distributes permits. They offer one-day visitor permit cards for \$16 which allows people to park for the entire day in off-street spaces only and can be purchased at the Palo Alto Civic Center. Permits are also available for employees and employers located in the downtown parking assessment district. These permit stickers can be purchased quarterly at \$135 or annually at \$420 and are usable for parking in any of the nine off-street parking lots and garages. There are also transferable permits cards usable at three parking garages that are sold to business owners or employees for a maximum of two quarters at \$270 and can be used on multiple vehicles.<sup>19</sup> Permits are also available for the parking lot near the Sheraton Hotel at reduced rates of \$75 per year or \$26 per quarter.

As the downtown permit program is a small portion of downtown parking management, the same four community service officers who patrol the color zones for reparking also watch out for vehicles with expired permits. Parking citations cost \$29 to \$39 and go to the General Fund. Permit fees, along with taxes from the assessment district go into the Assessment District Fund. Each department involved with the parking program (e.g. Police or Transportation Department) gets reimbursed from the fund. The rest of the fund is used to cover parking district operation and maintenance costs. This includes sweeping, landscaping, signing and lighting.

### **Parking Assessment District**

The City of Palo Alto has two Parking Assessment Districts, one of which is located within their downtown (University Avenue District) and a separate one known as the California Avenue District. Within these districts several surface lot and parking structure facilities can be found. In order to pay for the construction and purchases of these parking facilities, bonds were issued and the parking assessment district fees are used to pay the annual bond payments. The funds collected are then used for payment of principal and interest on bonds for capital improvements. Operation and maintenance costs for the parking facilities are funded through the permit fees, which include enforcement and the staff costs for distribution.<sup>20</sup>

The University Avenue District assessments are based on the bond payments and are distributed to the various properties based on square footage; a credit is given for spaces that are provided by the owner. Because it is already known what the full bond payment will be, voters approve of a fixed fee over the term of the bond. With fees not increasing over the years, an annual voting process is not necessary. The University Avenue District also utilizes an in-lieu fee policy for properties within the district. The fee is currently set at as a onetime fee of \$67,100 per space and it is generally determined through the planning process if the fee will apply. The fees collected from this policy are for the purpose of constructing new parking facilities and cannot be used for

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<sup>19</sup> City of Palo Alto website. <http://www.cityofpaloalto.org/depts/pln/transportation/parking/default.asp>

<sup>20</sup> Rius, R. (February 2013) Telephone Interview

operation and maintenance costs.<sup>21</sup> According to Palo Alto, no properties have taken advantage of this program to date.

The California Avenue District assessments are also based on bond payments and are distributed to the various properties based on a two part formula, similar to Mountain View. Seventy-five percent of the assessments is based on the required parking for the existing land use and 25 percent is based on the size of the parcel as a percentage of the total size of all parcels in the district; a credit is also given for spaces that are provided by the owner. The bonds issued for the California Avenue District were issued prior to Proposition 218 and because all assessment funds generated by the California Avenue District were dedicated to paying these bonds before Proposition 218, assessment fees to pay these bonds are exempt from Proposition 218. However, annual meetings are held to allow each property owner the opportunity to question the computation of his/her assessment.<sup>22</sup>

## **Administration**

Once the Public Works engineers make the assessment calculations, the City Council may approve them, after which they are sent to the Santa Clara County Tax Collector. The Director of Public Works has the authority to adjust parking assessment area requirements. However, it is the Chamber of Commerce Parking Committee which oversees the Downtown Palo Alto Parking Assessment District. The committee meets on a monthly basis and is responsible for the district budget and the cleanliness and safety of downtown parking structures.<sup>23</sup>

## **Lessons for Los Altos**

The color zones which the City employs for management of the parking in downtown has had varied success. In general it has opened up additional parking for visitors; however it required a significant amount of effort for implementation. Enforcement of the color zone system is also a fairly expensive task to undertake involving several officers for patrol. In addition, the color zone program has created a spillover issue of employee vehicles in nearby adjacent neighborhoods. Stricter enforcement of parking regulations in the downtown core can have negative effects on the outlying area. Lastly, with such a complex system it can create confusion for visitors and possibly divert them from visiting downtown.

Palo Alto's employee permit program is similar to Los Altos in its flexibility in that the pass is transferrable and good for any off-street facility. One additional benefit the Palo Alto program offers is an employee day pass, somewhat similar to the program offered in Los Altos.

Palo Alto's assessment district was a valuable tool used to fund parking related improvements in the district. However, it requires significant political will of the business community to be willing to pass a self assessment.

# **Campbell**

## **Background**

Downtown Campbell is considered by the City to be the historic, cultural, and civic center. Traditionally, it has been located along East Campbell Avenue between Winchester Boulevard and the railroad tracks to the west of Highway 17; it has since expanded further along Campbell Avenue in both the east and west directions. Within the boundaries of the downtown area are several community resources and landmarks which include City Hall, the Aimsley House, Hyde Park, the Orchard City Green, and the Campbell library. Beginning in the late 1960s and early 1970s the downtown area saw a decline in its vitality and importance as a retail focus within the City, due

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<sup>21</sup> Naszigar, M. (February 2013) Telephone Interview

<sup>22</sup> Naszigar, M. (February 2013) Telephone Interview

<sup>23</sup> Palo Alto Chamber of Commerce website. [www.paloaltochamber.com](http://www.paloaltochamber.com)

to the upraising of larger shopping centers. In an effort to revitalize the central core of the City the Central Campbell Redevelopment Project Area was created in 1983. The purpose of the project area was to restore the historic role as the symbolic, cultural, functional, and economic focal point of the City by eliminating blight and revitalizing the central core.<sup>24</sup>

### Downtown Parking

The downtown consists of approximately 1,800 designated parking spaces which includes both on-street and off-street parking. The available parking is a mixture of loading, temporary, and hourly parking (see Table 1A-1) with on-street spaces mostly limited to 2 hours and long term parking further from the central downtown. Garages can be found at N. 2<sup>nd</sup> Street and Civic Center Drive as well as S. 1<sup>st</sup> Street at Rincon Avenue, while several lots can be found throughout the area; the 1<sup>st</sup> Street parking garage was funded by an assessment district in 1970 while the 2<sup>nd</sup> Street parking garage was completed using bonds from the redevelopment agency. The assessment district used to fund 1<sup>st</sup> Street garage was never used afterwards.

Parking for the entire downtown is free with time limits.<sup>25</sup> Enforcement of time regulations is done with manual chalking and hand written tickets. Costs for exceeding the time limit is \$40 and \$70 for removal of chalk.

The City also does not utilize any permit programs and uses the time restrictions as a means to dissuade employees from parking on-street. Staff has not received any complaints regarding the management of parking in the downtown and does not foresee any need to implement a permit program.<sup>26</sup>

**Table 1A-1 Downtown Campbell Parking Spaces**

	Total	20 Minute Loading	20 or 30 Minute	2-hour	4-hour	Long Term	City Hall Parking	Private Parking
Designated Parking Spaces	1,861	3	8	238	22	853	127	610

Source: City of Campbell

### Downtown Revitalization

The Central Campbell Redevelopment Project Area’s principal goals were to reestablish the downtown as the City’s vibrant core. The first step in accomplishing this goal was the development of a Downtown Revitalization Plan. In 1988, five years after the creation of the project area, the Campbell Downtown Development Plan was completed. The purpose of this plan was to carry out the goals of the Central Campbell Redevelopment Project Area. Since its original adoption the plan has been updated in 1996, and most recently, 2006, as a means to take into account changing conditions. The parking goals of the 2006 Downtown Development Plan were to provide adequate and accessible parking. The objectives of the plan include the establishment of a policy for a parking in-lieu fee program and the development of a parking management plan.

The parking in-lieu fee program was intended for the development of new parking which would be funded by developers or new businesses. New businesses and development within downtown would pay a fee in-lieu of the parking requirements for their establishment. These fees would be collected and used to fund new parking facilities.<sup>27</sup>

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<sup>24</sup> City of Campbell. (2001). General Plan

<sup>25</sup> Fama, D. (2012, September 11). Telephone interview.

<sup>26</sup> Fama, D. (2013, January 9). Telephone interview

<sup>27</sup> Fama, D. (2012, September 11). Telephone interview.

The Parking Management Plan was to be developed alongside property and business owners with the goal of developing a plan which maximized the use of existing parking. Stated objectives for the management plan included maximizing more convenient (closer, short term) spaces for customers by encouraging business owners to have employees park in long term spaces; and promote and facilitate shared parking facilities.<sup>28</sup>

### **Interim In-Lieu Fee Policy**

In 2007 the City adopted an interim parking in-lieu fee policy until a formal policy could be approved. A formal in-lieu fee policy required the completion of a downtown parking demand study to act as a nexus to support the policy. Unfortunately, due to poor economic conditions and the closure of a parking garage (which would cause a flawed study) the parking demand study was never conducted. With no plans to complete the study, council abandoned the interim in-lieu fee policy in 2010.

The interim in-lieu fee policy required any new development or business to pay a fee of \$6,000 per parking space over the required parking of the existing or previous use. During the time this policy was in place the City did not collect any funds as no applications processed warranted the fee. It was also unknown by staff if any business or development might have been discouraged due to the fee.

### **Implementation**

At the time of this writing, implementation of the parking management goals set forth in the Downtown Development Plan has not fully implemented. In light of the recent economic recession, City Council has been unable to implement an in-lieu fee program.<sup>29</sup> The parking management plan was not completed and it is uncertain when the plan is expected to be accomplished.<sup>30</sup>

### **Results**

The City of Campbell has unfortunately been unable to apply its parking management policies for its downtown revitalization and currently has no other future plans in place. The results of the Downtown Development Plan's goals for parking have had no measurable change to the existing parking conditions.

### **Lessons for Los Altos**

The City of Campbell offers insight on management strategies that have been successful for their downtown. Instead of utilizing a permit program, the City relies on time restrictions to persuade employees to park further from the downtown; enabling more spaces for visitors closer to the core. The City also provides valuable experience with regard to parking in-lieu fee policies. Having been unable to complete a parking demand study, the parking in-lieu fee policy which the City hoped to make permanent was never realized.

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<sup>28</sup> City of Campbell. (2006). Downtown Campbell Development Plan & Standards

<sup>29</sup> Fama, D. (2012, September 11). Telephone interview.

<sup>30</sup> Fama, D. (2012, September 11). Telephone interview.



## Appendix 2B

### Technology Cost Comparison





## Appendix 2B Technology Cost Comparison

Technology		Capital Cost Equipment/Install	Maintenance/Service Fee		Total Proposed Cost	10 yr Depreciation (Annual)	Enforcement Efficiencies		Estimated Revenues	Annual Net (Cost)/Revenue
			Monthly Fee	5 year (Contract)			% increase			
							annual	daily		
Micro-radar sensors (Sensys)			\$ 15	\$ 180			200%			
<i>per unit</i>	Spaces						2,868	8.5	\$ 156,306.00	
Central Area Only (26%)	437	\$ -	\$ 6,555	\$ 78,660	\$ (78,660)		1,912	5.7	\$ 104,209.21	\$ (175,068.79)
All District (74%)	1687	\$ -	\$ 25,305	\$ 303,660	\$ (303,660)		2,868	8.5	\$ 156,306.00	\$ (347,972.00)
Modified Magnetometer Sensor (Streetline)			\$ 20	\$ 240			150%			
<i>per unit</i>	Spaces						2,151	6.4	\$ 117,229.50	
Central Area Only (26%)	437		\$ 8,740	\$ 104,880	\$ (104,880)		1,434	4.3	\$ 78,156.91	\$ (227,341.09)
All District (74%)	1687		\$ 33,740	\$ 404,880	\$ (404,880)		2,151	6.4	\$ 117,229.50	\$ (488,268.50)
License Plate Recognition (LPR) (Genetec)							240%			
LPR		\$ 45,000			\$ (75,000)	\$ (7,500)	3,442	10.2	\$ 187,567.20	\$ (20,550.80)
w/Digital Chalk		\$ 50,000			\$ (80,000)	\$ (8,000)				\$ (21,050.80)
Enforcement vehicle		\$ 30,000								
Vehicle Recognition (VR) (AutoChalk)							140%			
VR		\$120,000			\$ (150,000)	\$ (15,000)	2,008	6.0	\$ 109,414.20	\$ (106,203.80)
Enforcement Vehicle		\$30,000								

Notes:

1. Both Sensor Technologies assume a 5-year contract to get a low monthly service fee , so total cost for the city would be calculated over 5 years
2. LPR and VR equipment is depreciated annual (cost).
3. Central Area is the on-street district parking and Central plazas 4, 5, and 6.



## Appendix 3A

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# Downtown Shared Parking Agreement between Safeway, Inc. and the City of Los Altos

**DOWNTOWN SHARED PARKING AGREEMENT**

**BETWEEN**

**SAFEWAY INC., A DELAWARE CORPORATION**

**&**

**CITY OF LOS ALTOS, A CALIFORNIA MUNICIPAL CORPORATION**

**DATE: March 21, 2012**

## **DOWNTOWN SHARED PARKING AGREEMENT**

This DOWNTOWN SHARED PARKING AGREEMENT (“**Agreement**”) is dated March 21, 2012 for reference purposes only and is entered into by and between Safeway Inc., a Delaware corporation (“**Safeway**”), and the City of Los Altos, a California municipal corporation (“**City**”).

### **RECITALS**

A. Safeway is the owner of that real property located in the City of Los Altos, State of California, which real property is shown on the site plan attached hereto as **Exhibit A** (the “**Site Plan**”) and more fully described on **Exhibit A-1** hereto (the “**Safeway Parcel**”); and

B. Safeway wishes to redevelop the Safeway Parcel and City has requested to use the parking facilities located on the Safeway Parcel for general downtown area parking; and

C. Safeway and City desire to enter into an agreement whereby members of the public may use the Safeway Parcel for parking purposes, under such terms and conditions as are more particularly set forth below.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, the Parties hereto do agree as follows:

#### **ARTICLE 1 GENERAL PROVISIONS**

The following capitalized terms used in this Agreement shall have the definitions set forth in this Article 1 unless otherwise defined herein.

1.1 “**Affiliate**” means (a) any Person which, directly or indirectly (including through one or more intermediaries), controls or is controlled by or is under common control with any other Person, including any subsidiary of a Person, and (b) shall include, without limitation, Property Development Centers, a Delaware limited liability company. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly (including through one or more intermediaries), of the power to direct or cause the direction of the management and policies of such Person, through the ownership or control of voting securities, partnership interests or other equity interests or otherwise.

1.2 “**Baseline Parking Count**” is defined in **Exhibit D** hereto.

1.3 **“Building”** is any structure now or hereafter constructed on the Safeway Parcel with interior space enclosed by exterior walls, floor and roof that is designed for human occupancy and the conduct of the business therein by the Safeway Parcel Owner and/or Occupants of the Safeway Parcel, or any portion thereof, as well as any service, warehouse, and/or loading areas to be used in connection with any Building and any canopies or other architectural treatments of any Building.

1.4 **“Building Areas”** shall mean those portions of the Safeway Parcel on which any (i) Buildings, (ii) outdoor seating areas, (iii) trash enclosures, (iv) signage, or (v) similar improvements exist from time to time. Building Areas shall also include any utility lines and lighting facilities.

1.5 **“City”** is the City of Los Altos as referenced above.

1.6 **“Certificate of Occupancy”** means the certificate of occupancy required to be issued by the City after the Project is constructed to allow the same to be lawfully occupied and operated.

1.7 **“Common Area(s)”** is comprised of all portions of the Safeway Parcel, including, without limitation, all Parking Areas, landscape areas, sidewalks, designated walkways, access drives and lanes, driveways or curb cuts, and/or other improvements, that are not Building Areas as such may exist from time to time. Subject to applicable Laws and the rights of City to the Public Parking Spaces, in its sole and absolute discretion, the Safeway Parcel Owner shall be entitled to change and modify the Common Area, including, without limitation, eliminating portions thereof, and/or constructing any Building or other improvements thereon, at any time during the Term.

1.8 **“Commercial Uses”** means all uses permitted under the City’s Zoning Code for the Downtown Adjacent Area, except for those uses that are designated solely for residential use as specified thereunder.

1.9 **“Constant Dollars”** is defined in Section 8.2.

1.10 **“Downtown Adjacent Area”** means that area adjacent to the Safeway Parcel, and which is located within the borders of Main Street to the South, Second Street to the East, Foothill Expressway to the West, and Shasta Street to the North extending through to Second Street, as shown on **Exhibit B** hereto.

1.11 **“Effective Date”** is the first date on which this Agreement has been fully executed and delivered to each Party.

1.12 **“Hazardous Material”** is any hazardous or toxic substance, material or waste which is or becomes regulated by, subject to or governed under any local governmental authority, any agency of the State of California or any agency of the United States, including, without limitation, any material or substance which is (i) defined as a “hazardous waste,” “extremely hazardous waste,” “restricted hazardous waste,” “hazardous substance,” “hazardous material,” “toxic material” or “toxic substance” under any Law, (ii) petroleum and any petroleum

by-products, (iii) asbestos, (iv) urea formaldehyde foam insulation, or (v) polychlorinated biphenyl.

1.13 **“Index”** is defined in Section 8.2.

1.14 **“Laws”** are any federal, state or local statute, rule, regulation, requirement, initiative, ordinance, court order, and common law.

1.15 **“Memorandum”** is defined in Article 11.

1.16 **“Mortgage”** is any duly recorded deed of trust encumbering the Safeway Parcel.

1.17 **“Mortgagee”** is a beneficiary under a Mortgage.

1.18 **“Occupant”** is any Person, together with all officers, directors, partners, employees and agents of such Person, entitled by fee ownership, leasehold interest or license to the exclusive occupancy of all, or any portion of, a Building.

1.19 **“Off-Street Parking Requirements”** is defined in Section 8.4.

1.20 **“Party”** or **“Parties”** means Safeway and/or City, and, when the context so indicates, their Successors and assigns.

1.21 **“Parking Areas”** are all portions of the Common Area designated for vehicular parking from time to time. Subject to applicable Laws and the rights of City to the Public Parking Spaces, in its sole and absolute discretion, the Safeway Parcel Owner shall be entitled to change or modify the Parking Areas, including, without limitation, by eliminating portions thereof, and/or constructing any Building or other improvements thereon, at any time during the Term.

1.22 **“Peak Demand Days”** is defined in Article 14.

1.23 **“Person”** is any individual, partnership, firm, joint venture, association, corporation or any other form of business entity.

1.24 **“Project”** is defined in Article 10.

1.25 **“Project Contingency”** is defined in Article 10.

1.26 **“Public Parking Spaces”** is defined in Section 2.1.

1.27 **“Public Permittees”** means members of the general public that are visiting or shopping in the downtown area of the City, except as otherwise specified or as set forth below. Further, except to the extent such activity is protected under applicable Laws, no Persons engaging in the following activities on the Common Area will be considered Public Permittees:

- (a) exhibiting any placard, sign or notice;

- (b) distributing any circular, handbill, placard, or booklet;
- (c) soliciting memberships or contributions in or for any organization;
- (d) parading, picketing or demonstrating; and
- (e) failing to follow Rules and Regulations relating to the use of the

Common Area.

Separate and apart from the above, if any Person or Person(s) are repeatedly using any portion of the Safeway Parcel to park while said Person works, or Persons work, at any business(es) located outside the boundaries of the Safeway Parcel, then the Safeway Parcel Owner shall be entitled to so notify the City, and propose that the Parties adopt appropriate measures to preclude such use, or otherwise mitigate any problems caused by the same, which proposal the City shall consider in good faith.

1.28 “**Rules and Regulations**” are any reasonable rules or regulations promulgated from time to time by the Safeway Parcel Owner regarding the use of the Common Area, as specified more fully below, provided no such Rules and Regulations shall be inconsistent herewith.

1.29 “**Safeway Exclusive Parking Spaces**” has the meaning set forth in Section 2.1(a).

1.30 “**Safeway Parcel**” is the land defined in the Recitals. The Safeway Parcel shall also include all legal lots or parcels consisting of such land described on **Exhibit A** and **Exhibit A-1** into which the same may be further subdivided in the future pursuant to the California Subdivision Map Act and other applicable Laws.

1.31 “**Safeway Parcel Owner**” is the fee owner of the Safeway Parcel as shown by the official records of the County of Santa Clara. Notwithstanding the above, if Safeway, or an Affiliate thereof, is an Occupant pursuant to a sale leaseback transaction whereby Safeway or its Affiliate is not the fee owner of the Safeway Parcel (the “**Safeway Tenant Party**”), then the Safeway Tenant Party shall be deemed to be the Safeway Parcel Owner for as long as the Safeway Tenant Party is leasing all or part of the Safeway Parcel. Safeway represents and warrants that as of the Effective Date hereof its fee interest in the Safeway Parcel is not encumbered by any deed of trust or mortgage.

1.32 “**Safeway’s Permittees**” means any Person designated by the Safeway Parcel Owner now or in the future, including, without limitation, any and all customers, suppliers, employees, and invitees of said owner or any Occupant of the Safeway Parcel, or any portion thereof.

1.33 “**Site Plan**” is defined in the Recitals.

1.34 “**Successor(s)**” is defined in Article 7.



1.35 "Term" means the term of this Agreement as specified more fully in Article 8.

1.36 "Zoning Code" means Title 14 of the City's Municipal Code or any successor title or section thereof.

## ARTICLE 2 INGRESS, EGRESS, AND PARKING LICENSE

2.1 During the Term, the Safeway Parcel Owner hereby agrees for the benefit of City to allow on a non-exclusive basis Public Permittees to (a) enter and exit the Safeway Parcel for the automobile, bicycle, and pedestrian passage over and across those portions of the Common Area improved with driveways, access drives and lanes and Parking Areas, and, with respect to pedestrian and bicycle use only, sidewalks or designated walkways, as such may exist from time to time and (b) the use of not less than one hundred twenty nine (129) parking spaces in the Parking Areas (except as otherwise specified below and not including any of the Safeway Exclusive Parking Spaces), as the same may exist from time to time (the "Public Parking Spaces"). (Notwithstanding the above, after the occurrence of the Project Contingency and the lawful completion of further improvements on the Safeway Parcel, the number of Public Parking Spaces may be reduced without violating this Agreement to no less than one hundred twenty-four (124) parking spaces.) Such rights shall be subject to the following reservations as well as other applicable provisions contained in this Agreement.

(a) Twenty-five (25) parking spaces in the Parking Areas (the "Safeway Exclusive Parking Spaces") shall be for the sole use of Safeway's Permittees. Initially, the Safeway Exclusive Parking Spaces shall be those parking spaces in the Parking Areas so marked or designated on the Site Plan (second page thereof) or otherwise selected by Safeway subject to the City's reasonable approval. Upon notice to the City, no more than once annually during the Term, the Safeway Parcel Owner shall be entitled in its sole discretion to change the specific parking spaces included within the Safeway Exclusive Parking Spaces beyond those shown on the Site Plan, provided in no event shall the number of such exclusive parking spaces exceed twenty-five (25). No Public Permittees shall use, or be entitled to use, such Safeway Exclusive Parking Spaces. The Safeway Exclusive Parking Spaces may be designated by such signage or curb markings as the Safeway Parcel Owner may deem appropriate. Without limiting the rights set forth above, the Safeway Parcel Owner may also post signs specifying that any unauthorized vehicles parking in the Safeway Exclusive Parking Spaces will be towed.

(b) The Safeway Parcel Owner may limit the number of consecutive minutes (but in no event shall such limitation be less than ninety (90) minutes) that a vehicle may be parked in the Parking Areas.

(c) The Safeway Parcel Owner may temporarily erect or place barriers in and around the Common Area, including, without limitation, Parking Areas, which are being constructed and/or repaired in order to insure either safety of persons or protection of property.

(d) The Safeway Parcel Owner may temporarily close portions of the Common Area, including, without limitation, Parking Areas, for purposes of allowing repairs and/or other maintenance of the same to occur.

(e) The Safeway Parcel Owner may close off any portion of the Common Area, including, without limitation, Parking Areas, for such reasonable period of time as may be legally necessary, in the opinion of its counsel, to prevent the acquisition of prescriptive or other permanent rights by anyone; provided, however, that prior to closing-off any portion of its Parcel, the Safeway Parcel Owner shall give written notice to City of its intention to do so.

(f) The Safeway Parcel Owner may post and record such notices and signage, in a manner consistent with the approved master signage program (but only to the extent applicable), as said Owner and/or its counsel believes is necessary, or desired, so as to preclude or prevent any claim that (i) any portion of the Common Area, including, without limitation, Parking Areas, are subject to any prescriptive easement or (ii) public dedication has occurred. Such posting and recording may include, among other things, notices authorized by California Civil Code Sections 813 and 1009. The entrance to the Common Area will have signage specifying the Public Parking Spaces are available for public use as provided for hereunder. Said signage shall be reasonably approved by the Director of Community Development.

(g) Except as otherwise specified herein, the use of the Common Areas and Parking Areas shall be in common with the Safeway Permittees, and any other Person authorized to use the same by the Safeway Parcel Owner.

2.2 Notwithstanding anything herein to the contrary, in no event shall any motor home or recreational vehicle (RV), non-passenger truck or vehicle, or any other vehicle that does not readily fit into a single parking space be allowed to use the Parking Areas without the consent of the Safeway Parcel Owner. Additionally, the Safeway Parcel Owner may at any time preclude any Person, even if such Person is otherwise a Public Permittee, from using any portion of the Common Area (including the Parking Areas) if the Safeway Parcel Owner reasonably believes that such Person is releasing or permitting any Hazardous Materials to be released on or around the Safeway Parcel.

2.3 All Public Permittees shall be required to use the Common Areas, including, without limitation, the Parking Areas, in compliance with all applicable Laws and the Rules and Regulations.

2.4 Provided it acts in accordance with applicable Laws, the Safeway Parcel Owner shall be entitled to enforce the rights reserved to itself pursuant to Sections 2.1(a) through 2.1(g), inclusive, including, by way of example only, the towing of any vehicles parked in violation of, or without the permission of the Safeway Parcel Owner as specified herein or otherwise.

**ARTICLE 3**  
**MAINTENANCE AND ALTERATIONS OF COMMON AREA**

3.1 At no cost to the City, the Safeway Parcel Owner shall cause the Common Area, including the Parking Areas, to be maintained in good condition and repair during the entire Term.

3.2 Regardless of this Agreement or any provision hereof, subject to applicable Laws, the Safeway Parcel Owner shall have the sole and exclusive control of the Common Area, including the Parking Areas, and the right to make changes to the Common Area. Such rights shall include, but not be limited to, the right to (a) utilize from time to time any portion of the Common Area for promotional, entertainment and related matters; (b) place permanent or temporary kiosks, displays, carts and stands in the Common Area (including the Parking Areas) and to lease same to tenants; (c) restrain the use of the Common Area by unauthorized persons that are not Safeway Permittees or Public Permittees; (d) temporarily close any portion of the Common Area (including the Parking Areas) as specified more fully in Article 1; and (e) renovate, upgrade or change the shape and size of the Common Area (including the Parking Areas) or add, eliminate or change the location of improvements to the Common Area (including the Parking Areas) including, without limitation, to construct any Building on the Common Area. City expressly acknowledges and agrees that the Safeway Parcel Owner may, at any time, subject to applicable Laws, change the shape, size, location, number and extent of the improvements shown on the Site Plan. The rights provided to the Safeway Parcel Owner as contained in this section, however, shall not be exercised so as to decrease the total number of Public Parking Spaces, except on a temporary basis (e.g. for repaving, restriping of parking spaces and similar occurrences) or as otherwise provided in Section 2.1.

3.3 Nothing in this Agreement shall grant City or any Public Permittee any right to make any change or alterations to any portion of the Common Area (including the Parking Areas) or any other portion of the Safeway Parcel. Nothing in this Agreement shall grant City any right to alter the improvements or penetrate the surface of the parking lot within the Safeway Parcel

3.4 The Safeway Parcel Owner shall pay, or cause to be paid, at no expense to City, when due, all real estate taxes (general and special) and assessments which may be levied, assessed, or charged by any public authority against the Safeway Parcel and the improvements thereon. In the event the Safeway Parcel Owner shall deem any real estate tax or assessment (including the rate thereof or the assessed valuation of the property) to be excessive or illegal, the Safeway Parcel Owner shall have the right, at its own costs and expense, to contest the same by appropriate proceedings, and nothing contained in this Section shall require the Safeway Parcel Owner to pay any such real estate tax or assessment as long as (a) no use of the Common Area and/or Parking Area would be immediately affected by such failure to pay (or bond); and (b) the amount or validity thereof shall be contested in good faith.

**ARTICLE 4**  
**PARTICIPATION IN DOWNTOWN PARKING PERMIT PROGRAM AND**  
**MONETARY PARKING CONTRIBUTION**

4.1 The employees of any business operated on the Safeway Parcel shall not be entitled to participate in City's downtown parking permit program as such may exist from time to time during the Term.

4.2 If and when the Project Contingency is satisfied and Safeway obtains the Certificate of Occupancy, Safeway shall pay to the City the sum of Five Hundred Thousand Dollars (\$500,000) as a parking fee or contribution for public parking to assist in the City's implementation of a comprehensive parking solution for the City's downtown. Safeway shall make such payment as a condition of the issuance of the Certificate of Occupancy.

**ARTICLE 5**  
**INSURANCE**

During the Term, the Safeway Parcel Owner shall secure and maintain, or cause to be secured and maintained by any non-owner Occupant, at no expense to City, a policy of commercial general liability insurance. The Safeway Parcel Owner's liability policy shall provide coverage with respect to the Safeway Parcel. The coverage limits for such liability insurance shall not be less than Three Million Dollars (\$3,000,000) for a combined single limit for bodily injury, personal injury, death and property damage liability per occurrence. All policies of insurance required above shall be obtained from an insurance company admitted to do business in California. Notwithstanding the above, the Safeway Parcel Owner or any non-owner Occupant shall be entitled to provide the insurance coverage specified above, in whole or in part, through a regularly maintained self-insurance program subject to the limitations set forth in the following paragraph. Nothing herein shall be construed to render or cause either Party hereto to be liable for the negligence or other actions or omissions of the other Party with respect to the Safeway Parcel or otherwise.

If the Safeway Parcel Owner is not Safeway, then the Safeway Parcel Owner's right to self-insure under such circumstances and right to continue to self-insure is conditioned upon: (a) the Safeway Parcel Owner or non-owner Occupant, or a Self-Insurance Affiliate (as defined below) of either, having a net worth of at least One Hundred Million Dollars (\$100,000,000) and (b) such self-insurance providing for loss reserves that are actuarially derived in accordance with acceptable standards of the insurance industry and accrued (i.e., charged against earnings) or otherwise funded. With respect to the above, if the Successor, Safeway Parcel Owner, non-owner Occupant or any Self-Insurance Affiliate thereof, as applicable, is not a publicly traded company, then said Person shall, upon request, provide an audited financial statement, prepared in accordance with generally accepted accounting principles, showing the required net worth. As used above, "**Self-Insurance Affiliate**" means an Affiliate of the Safeway Parcel Owner or non-owner Occupant that provides self-insurance on behalf of the Safeway Parcel Owner or non-owner Occupant, as applicable, which covers occurrences on the Safeway Parcel. If Safeway is not the Safeway Parcel Owner, then said

Safeway Parcel Owner's right to self-insure shall terminate hereunder if the above conditions are not satisfied.

## **ARTICLE 6 NOT A PUBLIC DEDICATION**

Nothing herein contained shall be deemed a gift or dedication, express or implied, of any portion of the Safeway Parcel or portion thereof to the general public or City for any public use or purpose whatsoever.

## **ARTICLE 7 SUCCESSORS AND ASSIGNS; COVENANTS RUNNING WITH THE LAND**

During the Term, this Agreement and all of the rights, duties, powers, covenants, conditions, restrictions and obligations contained in this Agreement shall (a) burden the Safeway Parcel and are binding upon the Safeway Parcel Owner and its Occupants, if any, and their respective heirs, successors (by merger, consolidation or otherwise), assigns, devisees, administrators, representatives, and all other Persons acquiring any interest in the Safeway Parcel, or portion thereof or interest therein, whether by operation of law or in any manner whatsoever; (b) benefit City and the Safeway Parcel and inure to the benefit of the Safeway Parcel Owner and any Occupants, and their respective heirs, successors (by merger, consolidation, reorganization, purchase (including the purchase of all or substantially all of the applicable Party's assets), merger, consolidation, reorganization or otherwise (each a "Successor" and collectively "Successors")), and assigns; and (c) are enforceable as equitable servitudes and/or constitute covenants running with the land pursuant to applicable Law.

## **ARTICLE 8 TERM OF AGREEMENT**

8.1 Unless sooner terminated pursuant to Section 8.2, the term of this Agreement (the "Term") shall begin on the first date on which each of the following has occurred: (1) a fully executed original or copy of this Agreement is delivered to each of the Parties hereto and (2) the Project Contingency has been satisfied, and shall continue in full force and effect for a period of thirty (30) years after the commencement of the Term. (The date on which the Term actually commences, if any, shall be included in the Memorandum, or if there is no Memorandum, in a letter agreement executed by the parties hereto.) However, unless within one (1) year prior to thirty (30) years from the date hereof, there shall be recorded an instrument directing the termination of this Agreement, signed by both authorized representatives of the Safeway Parcel Owner and City, this Agreement, as in effect immediately prior to the expiration date, shall be continued automatically without any further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless, within one (1) year prior to the expiration of any such period, this Agreement is terminated as set forth above in this section, or as set forth in Sections 8.2, 8.3 or 8.4, as applicable.

8.2 For and at any time during the first five (5) years of the Term (as defined in Section 8.1), upon no less than one hundred eighty (180) days prior notice thereof delivered to

City, the Safeway Parcel Owner may revoke and terminate, in its sole discretion, this Agreement by paying to City a termination fee of Two Million Eight Hundred Eighty Thousand (\$2,880,000) in Constant Dollars (less the \$500,000 payment provided in Section 4.2) (the “**Termination Fee Period 1**”). After such five (5) year period, upon no less than one hundred eighty (180) days prior notice, the Safeway Parcel Owner may revoke and terminate, in its sole discretion, this Agreement by paying to City a termination fee of One Million Five Hundred Thousand Dollars (\$1,500,000) (less the \$500,000 payment provided in Section 4.2) (the “**Termination Fee Period 2**”). Notwithstanding the foregoing, the Termination Fee Period 1 or Termination Fee Period 2 shall be Five Hundred Thousand Dollars (\$500,000) without any credit for any prior payment in the event that the number of parking spaces within the Downtown Adjacent Parking Area is less than ninety-five percent (95%) of the Baseline Parking Count (as defined in **Exhibit D**) at the time the 180-day termination notice is provided as more fully specified in **Exhibit D**. In no event, however, shall a loss of any parking spaces within the Downtown Adjacent Area on a temporary basis (i.e. for a period of less than one hundred eighty (180) days) as a result of any capital improvement project of the City or maintenance of any City-owned improvements result in a reduction of the Baseline Parking Count so as to allow for the termination of this Agreement as specified above. In the event of a termination pursuant to this Section 8.2, this Agreement shall terminate immediately on the later of (i) the one hundred eighty-first (181st) day after the delivery of the termination notice or (ii) the payment of the applicable termination fee to the City. For purposes of this Agreement, “**Constant Dollars**” means that the amount of dollars to which such phrase refers shall be increased or decreased on the fifth (5th) year after the occurrence of the Project Contingency and the issuance of a Certificate of Occupancy, and every fifth (5th) year thereafter during the Term in proportion to the increase or decrease in the Consumer Price Index for All Urban Consumers-All Items, published monthly by the United States Department of Labor (base year 1982-84=100) (the “**Index**”), or any successor index thereto as hereinafter provided. If the base year of the Index is changed, then all calculations pursuant to this Agreement, which require the use of the Index, shall be made by using the appropriate conversion factor published by the Department of Labor (or successor agency) to correlate to the base year of the Index herein specified. If no such conversion factor is published, then City or the Safeway Parcel Owner shall make the necessary calculation to achieve such conversion. Should the Department of Labor discontinue the publication of the Index, or publish the same less frequently, or alter the same in some manner, then City will adopt a substitute index or procedure, which reasonably reflects and monitors consumer prices.

8.3 City reserves the right, in its absolute discretion, to terminate this Agreement at any time by delivering a one-year notice of such termination to the Safeway Parcel Owner, provided no such termination shall affect the validity of any permits, approvals, or other entitlements granted to Safeway for the Project.

8.4 Notwithstanding any provision herein to the contrary, if, after the first five (5) years after the Term (as defined in Section 8.1) has commenced, the Safeway Parcel is further developed or redeveloped so that the number of parking spaces thereon equals or exceeds the number of off-street parking spaces required by the Zoning Code as such then exists (the “**Off-Street Parking Requirements**”) without the finding of any exception pursuant to Section 14.48.180 of the Zoning Code (as such section was in effect as of the Effective Date) or any successor similar section or provision thereof, the granting of any variance, or the use of any

common parking facility to satisfy such Off-Street Parking Requirements pursuant to Sections 14.48.100 and 14.74.170 of the Zoning Code (as such sections were in effect as of the Effective Date) or any successor or similar sections or provisions, then this Agreement shall automatically terminate without further notice or the payment of any fee on the first date that such Off-Street Parking Requirements are so satisfied.

8.5 Upon the expiration of the Term or this Agreement, neither Party shall have any further duties or obligations hereunder, except with respect to any obligation hereunder that is expressly stated to survive the termination of this Agreement.

## ARTICLE 9 NOTICES

Any notice, request, demand, instruction or other communication required by this Agreement to be given to any Party hereto shall be in writing and shall be either (a) personally delivered to the Parties named below, or the Party otherwise entitled thereto, by a commercial messenger service regularly retaining receipts for such delivery, (b) sent by registered or certified mail, return receipt requested, or (c) delivered by a recognized overnight carrier that provides proof of delivery, and such notice shall be effective upon delivery thereof to the Party being given notice, and shall be addressed to the parties as listed below:

If to Safeway:	5918 Stoneridge Mall Road Pleasanton CA 94588-3229 Attention: Real Estate Law Division
with a copy to:	5918 Stoneridge Mall Road Pleasanton, California 94588-3229 Attention: Northern California Division Real Estate Department
If to City:	City of Los Altos One North San Antonio Road Los Altos, CA 94022 Attention: City Manager / City Attorney

## ARTICLE 10 CONDITIONS

This Agreement is conditioned on, and the Term hereof shall only commence upon, each of the following occurring: Safeway (a) obtaining all necessary permits and approvals from City and any other applicable governmental entity permitting the construction and operation of a new supermarket under the Safeway brand name (or any successor thereto) containing approximately 45,265 square feet of net building area, and on-site parking and other improvements, all as substantially shown on the Site Plan, or as otherwise acceptable to Safeway in its sole and unfettered discretion (the "Project") and (b) constructing the Project and opening for business to

the public therein (collectively the “**Project Contingency**”). If the Project Contingency has not occurred or been satisfied within thirty-six (36) months after the Effective Date, then Safeway may, but shall not be required, to terminate this Agreement upon notice thereof to City. Such a termination shall render this Agreement null and void, and treated for purposes of any applicable Project entitlement condition as if the Agreement was never executed. Nothing set forth herein shall require City to approve the Project or any portion thereof, and/or Safeway to construct the Project, open for business to the public therein, or continue such business for any period of time. No termination of this Agreement or rights granted pursuant to Article 2 shall constitute a basis for revoking, modifying, or changing in any material and adverse manner any permits or other governmental approvals previously granted by City for the Project, unless such termination was solely caused by a default under this Agreement by the Safeway Parcel Owner.

## **ARTICLE 11 RECORDATION**

This Agreement shall not be recorded. However, upon the request of City made on or after the Project Contingency has been satisfied, Safeway shall duly execute and acknowledge a memorandum of this Agreement in substantially the form attached hereto as **Exhibit C** (the “**Memorandum**”), and deliver the same to City for recordation, provided in no event shall the Memorandum be recorded until and unless the Term commenced hereunder. (If no such **Exhibit C** is attached, then the Memorandum shall be in a form prepared by the City, subject to the approval of the Safeway Parcel Owner, which approval shall not be unreasonably withheld, conditioned, or delayed.) Upon any termination of this Agreement, City shall cooperate with the Safeway Parcel Owner to cause any such recorded Memorandum to be removed from record title to the Safeway Parcel.

## **ARTICLE 12 DEFAULT**

No Party shall be in default hereunder unless and until said Party shall have not performed any of its promises, covenants or agreements herein contained for more than fifteen (15) days (provided, however, if the default cannot be rectified or cured within such fifteen (15) day period, the default shall be deemed to be rectified or cured if said Party, within such fifteen (15) day period, shall have commenced to rectify or cure the default and shall thereafter diligently and continuously prosecute same to completion) after written notice thereof from the other Party. Upon the occurrence of such default, the non-defaulting Party shall be entitled to all remedies allowed pursuant to applicable Law, including, without limitation, injunctive or equitable relief. Notwithstanding the above, in no event shall any default hereunder entitle either Party hereunder to terminate this Agreement.

## **ARTICLE 13 MORTGAGEE PROTECTION**

No breach of the covenants, conditions or restrictions herein contained shall affect, impair, defeat or render invalid the lien or charge of any Mortgage made in good faith and for value encumbering the Safeway Parcel or any portion thereof, provided that any Mortgagee that obtains title to the Safeway Parcel (or any portion thereof) and any other Safeway Parcel Owner



whose title is derived therefrom shall be bound by the provisions hereof from and after the date said Mortgagee or such Safeway Parcel Owner, as applicable, obtains title to all or part of the Safeway Parcel.

#### **ARTICLE 14 TRANSPORTATION DEMAND MANAGEMENT PRACTICES**

Solely with respect to the Peak Demand Days (as defined below), the Safeway Parcel Owner shall implement parking demand management strategies or practices, which shall include one or more of the following components: (i) employee incentives not to commute to work by car or automobile (e.g. incentives to encourage the use of bicycles to commute to work, providing bus passes, and/or facilitating employee car pooling), (ii) causing employees not to park in the Parking Areas and to utilize parking spaces located outside of the City's downtown; and (iii) the use of a valet parking service. The "**Peak Demand Days**" mean and are limited to Halloween, the day before Thanksgiving, Christmas Eve, New Year's Eve, Valentine's Day, and Super Bowl Sunday.

#### **ARTICLE 15 MISCELLANEOUS PROVISIONS**

15.1 If either Party brings an action of law or in equity to interpret or enforce this Agreement, the prevailing party as determined by the Court in such action shall be entitled to recover reasonable attorney's fees and court costs for all stages of litigation, including but not limited to, appellate proceedings, in addition to any other remedy granted.

15.2 The relationship of Safeway and City is that of contractual parties, and it is expressly understood and agreed that nothing contained in this Agreement shall be interpreted or construed to make the parties partners, landlord-tenant, joint venturers or participants in any other legal relationship.

15.3 The Safeway Parcel Owner shall have the right upon notice thereof to delegate all or part of its rights and duties hereunder to any Occupant or Occupants, provided that no such delegation shall serve to relieve the Safeway Parcel Owner for non-compliance with the terms hereof.

15.4 This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and agreements between the parties. This Agreement may not be modified or amended except for a written agreement signed by the Parties.

15.5 Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, terrorism, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes (except financial) beyond the reasonable control of the Party obligated to perform, shall excuse the performance by that Party for a period equal to the prevention, delay or stoppage.

15.6 This Agreement may be executed in counterparts, each of which when taken together, shall constitute but one original.

15.7 The Article and Section headings used herein are inserted for convenience only.

15.8 The failure of any Party to enforce any covenant, condition or restriction herein contained, by reference or otherwise, shall in no event be deemed a waiver of the right to do so thereafter, nor of the right to enforce any other covenant, condition or restriction.

15.9 If any provision (by reference or otherwise) of this Agreement is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

15.10 Except as otherwise provided in Section 15.3, the provisions of this Agreement are and will be for the benefit of the Parties hereto only and are not for the benefit of any third-party; and, accordingly, no third-party shall have the right to enforce the provisions of this Agreement.

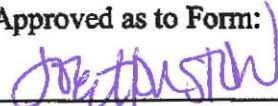
15.11 This Agreement and the obligations of the Parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California. Subject to the above, the provisions of the Agreement shall be construed according to the normal meaning and tenor (unless the context indicates otherwise) thereof without regard to the general rule that contractual provisions are to be construed narrowly against the Party which drafted the same.

15.12 All exhibits and recitals referred to in this Agreement constitute part of this Agreement and are incorporated in this Agreement by this reference as if fully set forth in this Agreement.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date or dates set forth below.

**CITY:**  
CITY OF LOS ALTOS, a California municipal corporation

By:   
Valorie Cook Carpenter, Mayor

Approved as to Form:  
  
Jolie Houston, City Attorney

**SAFEWAY:**  
SAFEWAY INC., a Delaware corporation

By: \_\_\_\_\_  
Assistant Vice President

By: \_\_\_\_\_  
Assistant Secretary

Date: \_\_\_\_\_

Form Approved: \_\_\_\_\_

15.6 This Agreement may be executed in counterparts, each of which when taken together, shall constitute but one original.

15.7 The Article and Section headings used herein are inserted for convenience only.

15.8 The failure of any Party to enforce any covenant, condition or restriction herein contained, by reference or otherwise, shall in no event be deemed a waiver of the right to do so thereafter, nor of the right to enforce any other covenant, condition or restriction.

15.9 If any provision (by reference or otherwise) of this Agreement is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

15.10 Except as otherwise provided in Section 15.3, the provisions of this Agreement are and will be for the benefit of the Parties hereto only and are not for the benefit of any third-party; and, accordingly, no third-party shall have the right to enforce the provisions of this Agreement.

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IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date or dates set forth below.

**CITY:**

CITY OF LOS ALTOS, a California municipal corporation

By: 

**SAFEWAY:**

SAFEWAY INC., a Delaware corporation

By:   
Assistant Vice President

By:   
Assistant Secretary

Date: April 6, 2012

Form Approved: 



SAFeway EXCLUSIVE  
PARKING SPACES



CITY OF LOS ALTOS  
PUBLIC PARKING

FIRST ST.



STATE ST.

FOOTHILL EXPY.

## EXHIBIT A-1

### LEGAL DESCRIPTION FOR SAFEWAY PARCEL

All that certain Real Property in the City of Said Land, County of Santa Clara, State of California, described as follows:

#### PARCEL ONE:

A portion of Section 30, Township 6 South, Range 2 West, Mount Diablo Base and Meridian, and described as follows:

Beginning at a point on the Southwesterly line of First Street, distant thereon North 32 deg. 03' West 645 feet from the intersection thereof with the Southwesterly prolongation of the Northwesterly line of Main Street as shown on Map No. 1 of Los Altos filed in Book I of Maps, Page 99, Santa Clara County Records; thence North 32 deg. 03' West along said Southwesterly line of First Street, 207.3 feet to the intersection thereof with the Southeastery line of the Parcel of Land described in memo of lease by Southern Pacific Company, Lessor, and Small Holders Associated Real Estate, Inc., Lessee, Recorded March 31, 1964 in Book 6444 Official Records, Page 446, Santa Clara County Records; thence South 57 deg. 57' West along the Southeastery line of said last mentioned Parcel of Land, 127.21 feet to the Northeastery line of Parcel KK as shown on the Map of Record of Survey of Foothill Expressway on File in Book 175 of Maps, Pages 5 to 9, Santa Clara County Records; thence South 32 deg. 03' 48" East along the Northeastery line of said Parcel KK, 207.3 feet to a point which bears South 57 deg. 57' West from the Point of Beginning; thence North 57 deg. 57' East 127.16 feet to the Point of Beginning.

Excepting therefrom: all minerals and mineral rights, interest, and royalties, including without limiting, the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, in and under the Property, however, Grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property in connection therewith, as reserved in the Corporate Grant Deed from Southern Pacific Transportation Company, a Delaware Corporation, to Safeway, Inc., a Delaware Corporation, dated October 20, 1997 and recorded December 23, 1997 as Instrument No. 13987339.

#### PARCEL TWO:

Commencing at the Point of Intersection of the Southwesterly line of First Street with the Southwesterly Prolongation of the Northwesterly line of Main Street as shown on Map No. 1 of Los Altos, recorded in Book "1" of Maps, at Page 99, Records of Santa Clara County, California, thence N. 32 deg 03' W. along said Southwesterly line of First Street 455 feet to the actual Point of Beginning of the Parcel of Land to be described; thence continuing N. 32 deg 03' W. along said Southwesterly line of First Street 190 feet to a point, thence S. 57 deg 57' W. 122 feet to a point on a line that is parallel with and distant 30 feet Northeastery measured at right angles from the center line of Main Track of Southern Pacific Company's Railroad; thence S. 32 deg 03' E. along said parallel line 39.21 feet; thence S. 41 deg 27' 48" E. 152.85 feet; thence N. 57 deg 57' E. 97 feet to the Point of Beginning, and being a portion of the S. E. 1/4 of Section 30, T. 6 S. R. 2 W. M.D.B. B. M.

#### PARCEL THREE:

Beginning at a point from which the intersection of the Southwesterly line of First Street with the Northwesterly line of Main Street as said intersection is shown upon the Map hereinabove referred to, (Record of Survey, Foothill Expressway, filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on March 12, 1964 in Book 175 of Maps, at Pages 5 to 9 inclusive) bears North 57 deg 58' 56" East, 96.99 feet and South 32 deg 02' 04" East, 455.00 feet. Thence from said Point of Beginning North 41 deg 26' 06" West, 152.85 feet; thence North 32 deg 01' 04" West, 39.21 feet; thence South 57 deg 58' 56" West to a point in the Northeastery line of Parcel "KK" as said Parcel is shown and delineated upon the hereinabove referred to Map; thence along last said Northeastery line South 32 deg 02' 28" East, 190.00 feet; thence North 57 deg 58' 56" East to the Point of Beginning.

#### PARCEL FOUR:

A portion of Section 30, Township 6 South, Range 2 West, Mount Diablo Base and Meridian, and described as follows:

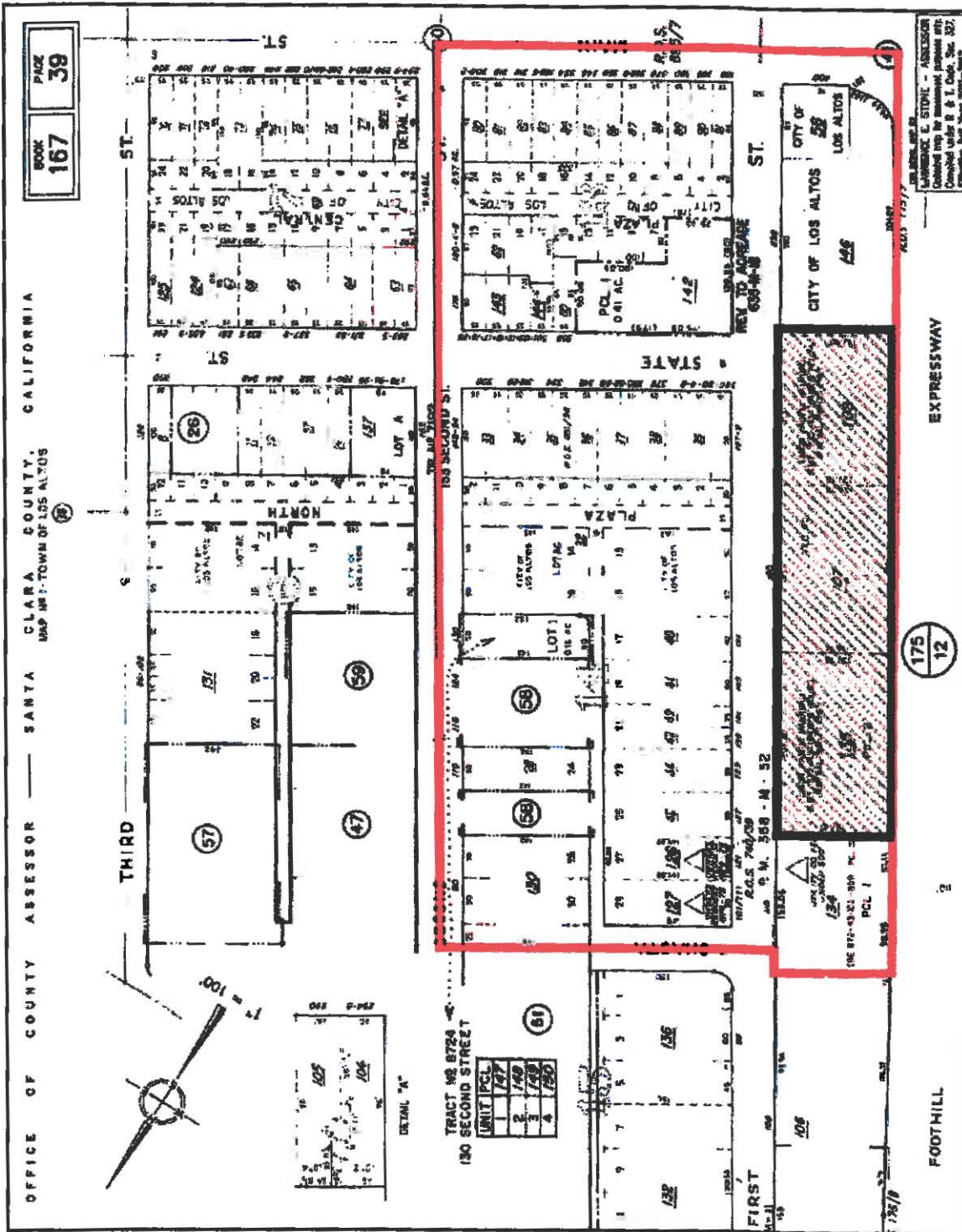
Beginning at a point on the Southwesterly line of First Street, distant thereon North 32 deg 03' West 285 feet from the intersection thereof with the Southwesterly prolongation of the Northwesterly line of Main Street as shown on Map No. 1 of Los Alboe on file in Book L of Maps, Page 99, Santa Clara County Records; thence North 32 deg 03' West along said Southwesterly line of First Street, 170 feet to the Easterly corner of the Parcel of Land conveyed to Alton L. Burdhart, et al, by Deed recorded January 8, 1947, Book 1426 Official Records, Page 135, Santa Clara County Records; thence South 57 deg 57' West along the Southeastery line of said Parcel of Land conveyed to Alton L. Burdhart, et al, and its Southwesterly prolongation, 127.12 feet to the Northeastery line of Parcel KK, as shown on the Map of Record of Survey of Foothill Expressway on file in Book 175 of Maps, Pages 5 to 9, Santa Clara County Records; thence South 32 deg 03' East along the Northeastery line of said Parcel KK, 170 feet; thence North 57 deg 57' East 127.08 feet to the Point of Beginning.

Excepting therefrom: All minerals and mineral rights, interests, and royalties, including without limiting, the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, in and under the Property, however, Grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the Property in connection therewith, as reserved in the Corporation Grant Deed from Southern Pacific Transportation Company, a Delaware Corporation, to Safeway Inc., a Delaware Corporation, dated October 20, 1997 and recorded December 23, 1997 as Instrument No. 13987339.

APN: 167-39-107, 108, 135

# EXHIBIT B

## DOWNTOWN ADJACENT AREA





**EXHIBIT C**  
**FORM OF MEMORANDUM**

[Attached]

MEMORANDUM OF AGREEMENT

RECORDATION REQUESTED BY:  
AFTER RECORDATION RETURN TO:

City of Los Altos  
One North San Antonio Road  
Los Altos, CA 94022  
Attention: City Manager / City Attorney

RETURN BY: MAIL (X) PICK UP ( )

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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Memorandum") is made as of this \_\_\_\_ day of \_\_\_\_\_, 201\_, between Safeway Inc., a Delaware corporation ("**Safeway**"), and the City of Los Altos, a California municipal corporation ("**City**"), with reference to the following facts:

A. Safeway and City have entered into that Downtown Shared Parking Agreement, dated March 21, 2012 (the "Agreement").

B. The Agreement concerns the improved real property located in the City of Los Altos on which Safeway is currently operating a supermarket (the "Property"). The Property is more fully described in **Exhibit A** hereto.

C. The Agreement provides for the parties thereto to enter into this Memorandum and to have the same recorded at the City's request.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

The Agreement grants to the City the right to permit public parking on portions of the Property under such terms and conditions as are more particularly set forth in the Agreement.

The Term of the Agreement is for ten years, subject to extension and termination as specified more fully therein, and commenced on \_\_\_\_\_, 20\_\_.

The purpose of this Memorandum is to give record notice of the Agreement and of the terms thereof and the rights created thereby. It is not intended to amend or modify any of the rights and obligations set forth in the Agreement. To the extent that any provisions of this Memorandum and the Agreement conflict, the provisions of the Agreement shall control.

This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

<p>CITY OF LOS ALTOS, a municipal corporation</p> <p>By: _____</p>	<p>SAFEWAY INC., a Delaware corporation</p> <p>By: _____ Assistant Vice President</p> <p>By: _____ Assistant Secretary</p> <p>Date: _____</p> <p>Form Approved: _____</p>
--	---

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF \_\_\_\_\_                  )            ss.

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

*(Seal)*

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF \_\_\_\_\_                  )            ss.

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

*(Seal)*

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF \_\_\_\_\_                  )            ss.

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

*(Seal)*

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

All that certain Real Property in the City of Los Altos, County of Santa Clara, State of California, described as follows:

#### **PARCEL ONE:**

A portion of Section 30, Township 6 South, Range 2 West, Mount Diablo Base and Meridian, and described as follows:

Beginning at a point on the Southwesterly line of First Street, distant thereon North 32 deg. 03' West 645 feet from the intersection thereof with the Southwesterly prolongation of the Northwesterly line of Main Street as shown on Map No. 1 of Los Altos filed in Book L of Maps, Page 99, Santa Clara County Records; thence North 32 deg. 03' West along said Southwesterly line of First Street, 207.3 feet to the intersection thereof with the Southeasterly line of the Parcel of Land described in memo of lease by Southern Pacific Company, Lessor, and Small Holders Associated Real Estate, Inc., Lessee, Recorded March 31, 1964 in Book 6444 Official Records, Page 446, Santa Clara County Records; thence South 57 deg. 57' West along the Southeasterly line of said last mentioned Parcel of Land, 127.21 feet to the Northeasterly line of Parcel KK as shown on the Map of Record of Survey of Foothill Expressway on File in Book 175 of Maps, Pages 5 to 9, Santa Clara County Records; thence South 32 deg. 03' 48" East along the Northeasterly line of said Parcel KK, 207.3 feet to a point which bears South 57 deg. 57' West from the Point of Beginning; thence North 57 deg. 57' East 127.16 feet to the Point of Beginning.

Excepting therefrom: all minerals and mineral rights, interest, and royalties, including without limiting, the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, in and under the Property, however, Grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property in connection therewith, as reserved in the Corporation Grant Deed from Southern Pacific Transportation Company, a Delaware Corporation, to Safeway, Inc., a Delaware Corporation, dated October 20, 1997 and recorded December 23, 1997 as Instrument No. 13987339.

#### **PARCEL TWO:**

Commencing at the Point of Intersection of the Southwesterly line of First Street with the Southwesterly Prolongation of the Northwesterly line of Main Street as shown on Map No. 1 of Los Altos, recorded in Book "L" of Maps, at Page 99, Records of Santa Clara County, California, thence N. 32 deg 03' W. along said Southwesterly line of First Street 455 feet to the actual Point of Beginning of the Parcel of Land to be described; thence continuing N. 32 deg 03' W. along said Southwesterly line of First Street 190 feet to a point, thence S. 57 deg 57' W. 122 feet to a point on a line that is parallel with and distant 30 feet Northeasterly measured at right angles from the center line of Main Track of Southern Pacific Company's Railroad; thence S. 32 deg 03' E. along said parallel line 39.21 feet; thence S. 41 deg 27' 48" E. 152.85 feet; thence N. 57 deg 57' E. 97 feet to the Point of Beginning, and being a portion of the S. E. 1/4 of Section 30, T. 6 S. R. 2 W. M.D.B. & M.

#### **PARCEL THREE:**

Beginning at a point from which the intersection of the Southwesterly line of First Street with the Northwesterly line of Main Street as said intersection is shown upon the Map hereinabove referred to, (Record of Survey, Foothill Expressway, filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on March 12, 1964 in Book 175 of Maps, at Pages 5 to 9 inclusive) bears North 57 deg 58' 56" East, 96.99 feet and South 32 deg 01' 04" East, 455.00 feet. Thence from said Point of Beginning North 41 deg 26' 06" West, 152.85 feet; thence North 32 deg 01' 04" West, 39.21 feet; thence South 57 deg 58' 56" West to a point in the Northeasterly line of Parcel "KK" as said Parcel is shown and delineated upon the hereinabove referred to Map; thence along last said Northeasterly line South 32 deg 02' 28" East, 190.00 feet; thence North 57 deg 58' 56" East to the Point of Beginning.

#### **PARCEL FOUR:**

A portion of Section 30, Township 6 South, Range 2 West, Mount Diablo Base and Meridian, and described as follows:

[Continued on next page]

Beginning at a point on the Southwesterly line of First Street, distant thereon North 32 deg 03' West 285 feet from the intersection thereof with the Southwesterly prolongation of the Northwesterly line of Main Street as shown on Map No. 1 of Los Altos on file in Book L of Maps, Page 99, Santa Clara County Records; thence North 32 deg 03' West along said Southwesterly line of First Street, 170 feet to the Easterly corner of the Parcel of Land conveyed to Alton L. Burkhardt, et al, by Deed recorded January 8, 1947, Book 1426 Official Records, Page 135, Santa Clara County Records; thence South 57 deg 57' West along the Southeasterly line of said Parcel of Land conveyed to Alton L. Burkhardt, et al, and its Southwesterly prolongation, 127.12 feet to the Northeasterly line of Parcel KK, as shown on the Map of Record of Survey of Foothill Expressway on file in Book 175 of Maps, Pages 5 to 9, Santa Clara County Records; thence South 32 deg 03' East along the Northeasterly line of said Parcel KK, 170 feet; thence North 57 deg 57' East 127.08 feet to the Point of Beginning.

Excepting therefrom: All minerals and mineral rights, interests, and royalties, including without limiting, the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, in and under the Property, however, Grantor or its successors and assigns, shall not have the right for any pupose whatsoever to enter upon, into or through the surface of the Property in connection therewith, as reserved in the Corporation Grant Deed from Southern Pacific Transportation Company, a Delaware Corporation, to Safeway Inc., a Delaware Corporation, dated October 20, 1997 and recorded December 23, 1997 as Instrument No. 13987339.

APN: 167-39-107, 108, 135

## EXHIBIT D

### BASELINE PARKING COUNT

Pursuant to the Parking Agreement approved by City Council on January 24, 2012 the available parking spaces adjacent to Safeway shall not be less than ninety-five percent (95%) of the Baseline Parking Count.

The Baseline Parking Count is determined by the available parking identified within the area adjacent to Safeway from Main Street to the South, Second Street to the East, Foothill Expressway to the West, and Shasta to the North extending through to Second Street, as represented in Exhibit B of the Parking Agreement, which area is referred to in the Parking Agreement as the Downtown Adjacent Area.

The Baseline Parking Count excludes the twenty (20) parking spaces known to be eliminated within the Downtown Adjacent Area as a result of the First Street Streetscape improvements. Excluding those spaces, below are the current parking counts for the Downtown Adjacent Area:

	Parking Spaces
North Side of Main Street	17
State Street	23
West Side of Second Street	11
South Side of Shasta Street	6
Private On-Site Parking within Boundary Area (Excluding 160 and 230 First Street)	
<u>Residential</u>	
80 Second Street	26
100-102 Second Street	8
110 Second Street	3
124 Second Street	19
130-140 Second Street	12
<u>Commercial</u>	
101 First Street	13
110 First Street	60
121 First Street	7
127 First Street	6
129 First Street	8
139 First Street	5
141 First Street	5
145 First Street	4
151 First Street	10
Parking Plaza Four	64



Parking Plaza Seven

126

**TOTAL**

**433**

The 433 spaces are referred to herein and in the Parking Agreement as the "Baseline Parking Count." A five percent (5%) reduction in the Baseline Parking Count would be a net loss of 22 parking spaces or more (a "5% or More Reduction"). A 5% or More Reduction shall occur if either (1) at any time 22 or more parking spaces are lost or removed from the Downtown Adjacent Area for any reason (except on a temporary basis as further specified in the Parking Agreement) and not then replaced with additional parking so that the number of parking spaces remains at or above the Baseline Parking Count, or (2) the further development or redevelopment of existing buildings / land within the Downtown Adjacent Area results in an unmet parking demand of 22 or more parking spaces for the Downtown Adjacent Area as a whole. The number of parking spaces needed for the Downtown Adjacent Area shall be based on the City's Off-Street Parking Requirements (as defined in the Parking Agreement) calculated without the granting of (i) any variance or (ii) the use of any common parking facility (beyond that specified above for Parking Plazas Four and Seven) pursuant to Sections 14.48.100 and 14.74.170 of the Zoning Code (in effect as of the Effective Date) or any successor or similar sections or provisions. By way of example only, if 101 First Street is redeveloped in the future such that 43 parking spaces are required pursuant to the City's Off-Street Parking Requirements and only 20 parking spaces are installed at the completion of such project with no other changes within the Downtown Adjacent Area, then there would be a shortage of 23 parking spaces and a resulting 5% or More Reduction.

Notwithstanding the above, in no event shall the City's Off-Street Parking Requirements within the Downtown Adjacent Area for purposes of determining whether a 5% or More Reduction has occurred be deemed to be less than (x) five (5) spaces per thousand (1,000) square feet of "net building area" as defined in the City Zoning Code as of the Effective Date for retail uses or (y) 3.3 spaces per thousand (1,000) square feet of net building area for office uses, except as follows: In the event that Parking Plaza Four or Seven is sought to be redeveloped and governmentally entitled in a manner that could accommodate either retail or office space, or a combination thereof, based on market demand, then the minimum Off-Street Parking Requirements for purposes of determining whether a 5% or More Reduction has occurred shall be reasonably agreed upon by Safeway and City (i) acting in good faith and (ii) taking into account the parking requirements imposed on substantially similar projects, if any, that were actually constructed in the San Francisco Bay Area after the Effective Date and otherwise known to said parties.



## Appendix 3B

### Parking Demand Tables



# Appendix 3''

Table  
 Project: Los Altos Downtown Parking  
 Description: Future Conditions (Short-Term)

## SHARED PARKING DEMAND SUMMARY

PEAK MONTH: SEPTEMBER -- PEAK PERIOD: 12 PM, WEEKDAY

Land Use	Project Data Quantity Unit		Weekday					Weekend					Weekday			Weekend		
			Base Rate	Mode Adj	Non-Captive Ratio	Project Rate	Unit	Base Rate	Mode Adj	Non-Captive Ratio	Project Rate	Unit	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
													12 PM	September		1 PM	September	
Boutique Retail	158,000	sf GLA	1.74	1.00	1.00	1.74	/ksf GLA	1.92	1.00	1.00	1.92	/ksf GLA	0.95	0.68	178	0.90	0.68	186
Employee			0.53	1.00	1.00	0.53	/ksf GLA	0.80	1.00	1.00	0.80	/ksf GLA	1.00	0.80	66	1.00	0.80	101
High Demand Retail	0	sf GLA	2.67	1.00	1.00	2.67	/ksf GLA	2.98	1.00	1.00	2.98	/ksf GLA	0.96	0.74	0	0.92	0.74	0
Employee			0.78	1.00	1.00	0.78	/ksf GLA	1.04	1.00	1.00	1.04	/ksf GLA	1.00	0.84	0	1.00	0.84	0
Personal Services/Salons	35,000	sf GLA	1.90	1.00	1.00	1.90	/ksf GLA	1.80	1.00	1.00	1.80	/ksf GLA	0.50	1.00	33	0.10	1.00	6
Employee			1.30	1.00	1.00	1.30	/ksf GLA	1.35	1.00	1.00	1.35	/ksf GLA	1.00	1.00	46	0.60	1.00	28
Banks	27,000	sf GLA	2.10	1.00	1.00	2.10	/ksf GLA	1.80	1.00	1.00	1.80	/ksf GLA	0.50	1.00	28	0.10	1.00	5
Employee			1.28	1.00	1.00	1.28	/ksf GLA	1.44	1.00	1.00	1.44	/ksf GLA	1.00	1.00	35	0.60	1.00	23
Professional Services Offices	20,000	sf GLA	1.04	1.00	1.00	1.04	/ksf GLA	0.92	1.00	1.00	0.92	/ksf GLA	0.45	1.00	10	0.45	1.00	2
Employee			2.09	1.00	1.00	2.09	/ksf GLA	0.94	1.00	1.00	0.94	/ksf GLA	0.95	1.00	39	0.75	1.00	13
General Offices	120,000	sf GLA	0.21	1.00	1.00	0.21	/ksf GLA	0.03	1.00	1.00	0.03	/ksf GLA	0.40	1.00	10	0.80	1.00	3
Employee			3.40	1.00	1.00	3.40	/ksf GLA	0.32	1.00	1.00	0.32	/ksf GLA	0.90	1.00	367	0.90	1.00	34
Take-out Restaurants and Cafes	25,000	sf GLA	6.38	1.00	1.00	6.38	/ksf GLA	7.20	1.00	1.00	7.20	/ksf GLA	1.00	0.97	155	1.00	0.97	175
Employee			1.80	1.00	1.00	1.80	/ksf GLA	2.00	1.00	1.00	2.00	/ksf GLA	1.00	1.00	45	1.00	1.00	50
Fine/Casual Dining	45,000	sf GLA	3.76	1.00	1.00	3.76	/ksf GLA	8.33	1.00	1.00	8.33	/ksf GLA	0.97	0.97	157	0.81	0.97	279
Employee			1.61	1.00	1.00	1.61	/ksf GLA	2.51	1.00	1.00	2.51	/ksf GLA	1.00	1.00	72	0.93	1.00	104
Bar/Pub	5,000	sf GLA	3.41	1.00	1.00	3.41	/ksf GLA	7.00	1.00	1.00	7.00	/ksf GLA	0.99	0.97	16	0.86	0.97	28
Employee			1.49	1.00	1.00	1.49	/ksf GLA	2.36	1.00	1.00	2.36	/ksf GLA	1.00	1.00	7	0.97	1.00	11
												Total		1,264	Total		1,048	

# Appendix 3''

Table  
 Project: Los Altos Downtown Parking  
 Description: Future Conditions (Short-Term)

## SHARED PARKING DEMAND SUMMARY

PEAK MONTH: DECEMBER -- PEAK PERIOD: 1 PM, WEEKDAY

Land Use	Project Data Quantity Unit		Weekday					Weekend					Weekday		
			Base Rate	Mode Adj	Non-Captive Ratio	Project Rate	Unit	Base Rate	Mode Adj	Non-Captive Ratio	Project Rate	Unit	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
													12 PM	September	
Boutique Retail	158,000	sf GLA	1.74	1.00	1.00	1.74	/ksf GLA	1.92	1.00	1.00	1.92	/ksf GLA	1.00	0.80	220
Employee			0.53	1.00	1.00	0.53	/ksf GLA	0.80	1.00	1.00	0.80	/ksf GLA	1.00	1.00	83
High Demand Retail	0	sf GLA	2.67	1.00	1.00	2.67	/ksf GLA	2.98	1.00	1.00	2.98	/ksf GLA	1.00	0.83	0
Employee			0.78	1.00	1.00	0.78	/ksf GLA	1.04	1.00	1.00	1.04	/ksf GLA	1.00	1.00	0
Personal Services/Salons	35,000	sf GLA	1.90	1.00	1.00	1.90	/ksf GLA	1.80	1.00	1.00	1.80	/ksf GLA	0.70	1.00	47
Employee			1.30	1.00	1.00	1.30	/ksf GLA	1.35	1.00	1.00	1.35	/ksf GLA	1.00	1.00	46
Banks	27,000	sf GLA	2.10	1.00	1.00	2.10	/ksf GLA	1.80	1.00	1.00	1.80	/ksf GLA	0.50	1.00	28
Employee			1.28	1.00	1.00	1.28	/ksf GLA	1.44	1.00	1.00	1.44	/ksf GLA	1.00	1.00	35
Professional Services Offices	20,000	sf GLA	1.04	1.00	1.00	1.04	/ksf GLA	0.92	1.00	1.00	0.92	/ksf GLA	0.50	1.00	14
Employee			2.09	1.00	1.00	2.09	/ksf GLA	0.94	1.00	1.00	0.94	/ksf GLA	0.98	1.00	40
General Offices	120,000	sf GLA	0.21	1.00	1.00	0.21	/ksf GLA	0.03	1.00	1.00	0.03	/ksf GLA	0.30	1.00	8
Employee			3.40	1.00	1.00	3.40	/ksf GLA	0.32	1.00	1.00	0.32	/ksf GLA	0.89	1.00	361
Take-out Restaurants and Cafes	25,000	sf GLA	6.38	1.00	1.00	6.38	/ksf GLA	7.20	1.00	1.00	7.20	/ksf GLA	1.00	0.96	153
Employee			1.80	1.00	1.00	1.80	/ksf GLA	2.00	1.00	1.00	2.00	/ksf GLA	1.00	1.00	45
Fine/Casual Dining	45,000	sf GLA	3.76	1.00	1.00	3.76	/ksf GLA	8.33	1.00	1.00	8.33	/ksf GLA	0.85	0.96	135
Employee			1.61	1.00	1.00	1.61	/ksf GLA	2.51	1.00	1.00	2.51	/ksf GLA	1.00	1.00	72
Bar/Pub	5,000	sf GLA	3.41	1.00	1.00	3.41	/ksf GLA	7.00	1.00	1.00	7.00	/ksf GLA	0.88	0.96	14
Employee			1.49	1.00	1.00	1.49	/ksf GLA	2.36	1.00	1.00	2.36	/ksf GLA	1.00	1.00	7
<b>Total</b>														<b>1,308</b>	

# Appendix 3''

Table  
 Project: Los Altos Downtown Parking  
 Description: Future Conditions (Mid-Term)

## SHARED PARKING DEMAND SUMMARY

PEAK MONTH: SEPTEMBER -- PEAK PERIOD: 12 PM, WEEKDAY

Land Use	Project Data Quantity Unit		Weekday					Weekend					Weekday			Weekend		
			Base Rate	Mode Adj	Non-Captive Ratio	Project Rate	Unit	Base Rate	Mode Adj	Non-Captive Ratio	Project Rate	Unit	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
													12 PM	September		1 PM	September	
Boutique Retail Employee	145,000	sf GLA	1.74 0.53	1.00 1.00	1.00 1.00	1.74 0.53	/ksf GLA /ksf GLA	1.92 0.80	1.00 1.00	1.00 1.00	1.92 0.80	/ksf GLA /ksf GLA	0.95 1.00	0.68 0.80	163 61	0.90 1.00	0.68 0.80	170 93
High Demand Retail Employee	8,000	sf GLA	2.67 0.78	1.00 1.00	1.00 1.00	2.67 0.78	/ksf GLA /ksf GLA	2.98 1.04	1.00 1.00	1.00 1.00	2.98 1.04	/ksf GLA /ksf GLA	0.96 1.00	0.74 0.84	17 6	0.92 1.00	0.74 0.84	19 7
Personal Services/Salons Employee	30,000	sf GLA	1.90 1.30	1.00 1.00	1.00 1.00	1.90 1.30	/ksf GLA /ksf GLA	1.80 1.35	1.00 1.00	1.00 1.00	1.80 1.35	/ksf GLA /ksf GLA	0.50 1.00	1.00 1.00	29 39	0.10 0.60	1.00 1.00	5 24
Banks Employee	27,000	sf GLA	2.10 1.28	1.00 1.00	1.00 1.00	2.10 1.28	/ksf GLA /ksf GLA	1.80 1.44	1.00 1.00	1.00 1.00	1.80 1.44	/ksf GLA /ksf GLA	0.50 1.00	1.00 1.00	28 35	0.10 0.60	1.00 1.00	5 23
Professional Services Offices Employee	20,000	sf GLA	1.04 2.09	1.00 1.00	1.00 1.00	1.04 2.09	/ksf GLA /ksf GLA	0.92 0.94	1.00 1.00	1.00 1.00	0.92 0.94	/ksf GLA /ksf GLA	0.45 0.95	1.00 1.00	10 39	0.45 0.75	1.00 1.00	2 13
General Offices Employee	120,000	sf GLA	0.21 3.40	1.00 1.00	1.00 1.00	0.21 3.40	/ksf GLA /ksf GLA	0.03 0.32	1.00 1.00	1.00 1.00	0.03 0.32	/ksf GLA /ksf GLA	0.40 0.90	1.00 1.00	10 367	0.80 0.90	1.00 1.00	3 34
Take-out Restaurants and Cafes Employee	28,000	sf GLA	6.38 1.80	1.00 1.00	1.00 1.00	6.38 1.80	/ksf GLA /ksf GLA	7.20 2.00	1.00 1.00	1.00 1.00	7.20 2.00	/ksf GLA /ksf GLA	1.00 1.00	0.97 1.00	173 50	1.00 1.00	0.97 1.00	196 56
Fine/Casual Dining Employee	52,000	sf GLA	3.76 1.61	1.00 1.00	1.00 1.00	3.76 1.61	/ksf GLA /ksf GLA	8.33 2.51	1.00 1.00	1.00 1.00	8.33 2.51	/ksf GLA /ksf GLA	0.97 1.00	0.97 1.00	181 84	0.81 0.93	0.97 1.00	322 120
Bar/Pub Employee	5,000	sf GLA	3.41 1.49	1.00 1.00	1.00 1.00	3.41 1.49	/ksf GLA /ksf GLA	7.00 2.36	1.00 1.00	1.00 1.00	7.00 2.36	/ksf GLA /ksf GLA	0.99 1.00	0.97 1.00	16 7	0.86 0.97	0.97 1.00	28 11
<b>Total</b>												<b>1,315</b>			<b>Total</b>			<b>1,132</b>

# Appendix 3''

Table  
 Project: Los Altos Downtown Parking  
 Description: Future Conditions (Mid-Term)

## SHARED PARKING DEMAND SUMMARY

PEAK MONTH: DECEMBER -- PEAK PERIOD: 1 PM, WEEKDAY

Land Use	Project Data Quantity Unit		Weekday					Weekend					Weekday		
			Base Rate	Mode Adj	Non-Captive Ratio	Project Rate	Unit	Base Rate	Mode Adj	Non-Captive Ratio	Project Rate	Unit	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
													12 PM	September	
Boutique Retail	145,000	sf GLA	1.74	1.00	1.00	1.74	/ksf GLA	1.92	1.00	1.00	1.92	/ksf GLA	1.00	0.80	202
Employee			0.53	1.00	1.00	0.53	/ksf GLA	0.80	1.00	1.00	0.80	/ksf GLA	1.00	1.00	76
High Demand Retail	8,000	sf GLA	2.67	1.00	1.00	2.67	/ksf GLA	2.98	1.00	1.00	2.98	/ksf GLA	1.00	0.83	19
Employee			0.78	1.00	1.00	0.78	/ksf GLA	1.04	1.00	1.00	1.04	/ksf GLA	1.00	1.00	6
Personal Services/Salons	30,000	sf GLA	1.90	1.00	1.00	1.90	/ksf GLA	1.80	1.00	1.00	1.80	/ksf GLA	0.70	1.00	40
Employee			1.30	1.00	1.00	1.30	/ksf GLA	1.35	1.00	1.00	1.35	/ksf GLA	1.00	1.00	39
Banks	27,000	sf GLA	2.10	1.00	1.00	2.10	/ksf GLA	1.80	1.00	1.00	1.80	/ksf GLA	0.50	1.00	28
Employee			1.28	1.00	1.00	1.28	/ksf GLA	1.44	1.00	1.00	1.44	/ksf GLA	1.00	1.00	35
Professional Services Offices	20,000	sf GLA	1.04	1.00	1.00	1.04	/ksf GLA	0.92	1.00	1.00	0.92	/ksf GLA	0.50	1.00	14
Employee			2.09	1.00	1.00	2.09	/ksf GLA	0.94	1.00	1.00	0.94	/ksf GLA	0.98	1.00	40
General Offices	120,000	sf GLA	0.21	1.00	1.00	0.21	/ksf GLA	0.03	1.00	1.00	0.03	/ksf GLA	0.30	1.00	8
Employee			3.40	1.00	1.00	3.40	/ksf GLA	0.32	1.00	1.00	0.32	/ksf GLA	0.89	1.00	361
Take-out Restaurants and Cafes	28,000	sf GLA	6.38	1.00	1.00	6.38	/ksf GLA	7.20	1.00	1.00	7.20	/ksf GLA	1.00	0.96	171
Employee			1.80	1.00	1.00	1.80	/ksf GLA	2.00	1.00	1.00	2.00	/ksf GLA	1.00	1.00	50
Fine/Casual Dining	52,000	sf GLA	3.76	1.00	1.00	3.76	/ksf GLA	8.33	1.00	1.00	8.33	/ksf GLA	0.85	0.96	156
Employee			1.61	1.00	1.00	1.61	/ksf GLA	2.51	1.00	1.00	2.51	/ksf GLA	1.00	1.00	84
Bar/Pub	5,000	sf GLA	3.41	1.00	1.00	3.41	/ksf GLA	7.00	1.00	1.00	7.00	/ksf GLA	0.88	0.96	14
Employee			1.49	1.00	1.00	1.49	/ksf GLA	2.36	1.00	1.00	2.36	/ksf GLA	1.00	1.00	7
<b>Total</b>													<b>1,351</b>		



# Appendix 3''

Table  
 Project: Los Altos Downtown Parking  
 Description: Future Conditions (Long-Term)

## SHARED PARKING DEMAND SUMMARY

PEAK MONTH: SEPTEMBER -- PEAK PERIOD: 12 PM, WEEKDAY

Land Use	Project Data Quantity Unit		Weekday					Weekend					Weekday			Weekend		
			Base Rate	Mode Adj	Non-Captive Ratio	Project Rate	Unit	Base Rate	Mode Adj	Non-Captive Ratio	Project Rate	Unit	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
													12 PM	September		1 PM	September	
Boutique Retail	138,000	sf GLA	1.74	1.00	1.00	1.74	/ksf GLA	1.92	1.00	1.00	1.92	/ksf GLA	0.95	0.68	155	0.90	0.68	162
Employee			0.53	1.00	1.00	0.53	/ksf GLA	0.80	1.00	1.00	0.80	/ksf GLA	1.00	0.80	58	1.00	0.80	88
High Demand Retail	15,000	sf GLA	2.67	1.00	1.00	2.67	/ksf GLA	2.98	1.00	1.00	2.98	/ksf GLA	0.96	0.74	32	0.92	0.74	35
Employee			0.78	1.00	1.00	0.78	/ksf GLA	1.04	1.00	1.00	1.04	/ksf GLA	1.00	0.84	10	1.00	0.84	14
Personal Services/Salons	25,000	sf GLA	1.90	1.00	1.00	1.90	/ksf GLA	1.80	1.00	1.00	1.80	/ksf GLA	0.50	1.00	24	0.10	1.00	5
Employee			1.30	1.00	1.00	1.30	/ksf GLA	1.35	1.00	1.00	1.35	/ksf GLA	1.00	1.00	33	0.60	1.00	20
Banks	22,000	sf GLA	2.10	1.00	1.00	2.10	/ksf GLA	1.80	1.00	1.00	1.80	/ksf GLA	0.50	1.00	23	0.10	1.00	4
Employee			1.28	1.00	1.00	1.28	/ksf GLA	1.44	1.00	1.00	1.44	/ksf GLA	1.00	1.00	28	0.60	1.00	19
Professional Services Offices	20,000	sf GLA	1.04	1.00	1.00	1.04	/ksf GLA	0.92	1.00	1.00	0.92	/ksf GLA	0.45	1.00	10	0.45	1.00	2
Employee			2.09	1.00	1.00	2.09	/ksf GLA	0.94	1.00	1.00	0.94	/ksf GLA	0.95	1.00	39	0.75	1.00	13
General Offices	115,000	sf GLA	0.21	1.00	1.00	0.21	/ksf GLA	0.03	1.00	1.00	0.03	/ksf GLA	0.40	1.00	10	0.80	1.00	3
Employee			3.40	1.00	1.00	3.40	/ksf GLA	0.32	1.00	1.00	0.32	/ksf GLA	0.90	1.00	352	0.90	1.00	33
Take-out Restaurants and Cafes	30,000	sf GLA	6.38	1.00	1.00	6.38	/ksf GLA	7.20	1.00	1.00	7.20	/ksf GLA	1.00	0.97	186	1.00	0.97	210
Employee			1.80	1.00	1.00	1.80	/ksf GLA	2.00	1.00	1.00	2.00	/ksf GLA	1.00	1.00	54	1.00	1.00	60
Fine/Casual Dining	60,000	sf GLA	3.76	1.00	1.00	3.76	/ksf GLA	8.33	1.00	1.00	8.33	/ksf GLA	0.97	0.97	209	0.81	0.97	372
Employee			1.61	1.00	1.00	1.61	/ksf GLA	2.51	1.00	1.00	2.51	/ksf GLA	1.00	1.00	97	0.93	1.00	138
Bar/Pub	10,000	sf GLA	3.41	1.00	1.00	3.41	/ksf GLA	7.00	1.00	1.00	7.00	/ksf GLA	0.99	0.97	32	0.86	0.97	56
Employee			1.49	1.00	1.00	1.49	/ksf GLA	2.36	1.00	1.00	2.36	/ksf GLA	1.00	1.00	15	0.97	1.00	23
<b>Total</b>												<b>1,366</b>			<b>Total</b>			<b>1,256</b>

# Appendix 3

Table  
 Project: Los Altos Downtown Parking  
 Description: Future Conditions (Long-Term)

## SHARED PARKING DEMAND SUMMARY

PEAK MONTH: DECEMBER -- PEAK PERIOD: 1 PM, WEEKDAY

Land Use	Project Data Quantity Unit		Weekday					Weekend					Weekday		
			Base Rate	Mode Adj	Non-Captive Ratio	Project Rate	Unit	Base Rate	Mode Adj	Non-Captive Ratio	Project Rate	Unit	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
													12 PM	September	
Boutique Retail	138,000	sf GLA	1.74	1.00	1.00	1.74	/ksf GLA	1.92	1.00	1.00	1.92	/ksf GLA	1.00	0.80	192
Employee			0.53	1.00	1.00	0.53	/ksf GLA	0.80	1.00	1.00	0.80	/ksf GLA	1.00	1.00	72
High Demand Retail	15,000	sf GLA	2.67	1.00	1.00	2.67	/ksf GLA	2.98	1.00	1.00	2.98	/ksf GLA	1.00	0.83	35
Employee			0.78	1.00	1.00	0.78	/ksf GLA	1.04	1.00	1.00	1.04	/ksf GLA	1.00	1.00	12
Personal Services/Salons	25,000	sf GLA	1.90	1.00	1.00	1.90	/ksf GLA	1.80	1.00	1.00	1.80	/ksf GLA	0.70	1.00	33
Employee			1.30	1.00	1.00	1.30	/ksf GLA	1.35	1.00	1.00	1.35	/ksf GLA	1.00	1.00	33
Banks	22,000	sf GLA	2.10	1.00	1.00	2.10	/ksf GLA	1.80	1.00	1.00	1.80	/ksf GLA	0.50	1.00	23
Employee			1.28	1.00	1.00	1.28	/ksf GLA	1.44	1.00	1.00	1.44	/ksf GLA	1.00	1.00	28
Professional Services Offices	20,000	sf GLA	1.04	1.00	1.00	1.04	/ksf GLA	0.92	1.00	1.00	0.92	/ksf GLA	0.50	1.00	14
Employee			2.09	1.00	1.00	2.09	/ksf GLA	0.94	1.00	1.00	0.94	/ksf GLA	0.98	1.00	40
General Offices	115,000	sf GLA	0.21	1.00	1.00	0.21	/ksf GLA	0.03	1.00	1.00	0.03	/ksf GLA	0.30	1.00	7
Employee			3.40	1.00	1.00	3.40	/ksf GLA	0.32	1.00	1.00	0.32	/ksf GLA	0.89	1.00	346
Take-out Restaurants and Cafes	30,000	sf GLA	6.38	1.00	1.00	6.38	/ksf GLA	7.20	1.00	1.00	7.20	/ksf GLA	1.00	0.96	184
Employee			1.80	1.00	1.00	1.80	/ksf GLA	2.00	1.00	1.00	2.00	/ksf GLA	1.00	1.00	54
Fine/Casual Dining	60,000	sf GLA	3.76	1.00	1.00	3.76	/ksf GLA	8.33	1.00	1.00	8.33	/ksf GLA	0.85	0.96	180
Employee			1.61	1.00	1.00	1.61	/ksf GLA	2.51	1.00	1.00	2.51	/ksf GLA	1.00	1.00	97
Bar/Pub	10,000	sf GLA	3.41	1.00	1.00	3.41	/ksf GLA	7.00	1.00	1.00	7.00	/ksf GLA	0.88	0.96	28
Employee			1.49	1.00	1.00	1.49	/ksf GLA	2.36	1.00	1.00	2.36	/ksf GLA	1.00	1.00	15
<b>Total</b>													<b>1,393</b>		

# Appendix 3''

Table  
 Project: Los Altos Downtown Parking  
 Description: Existing Conditions (2012)

## SHARED PARKING DEMAND SUMMARY

PEAK MONTH: SEPTEMBER -- PEAK PERIOD: 12 PM, WEEKDAY

Land Use	Project Data Quantity Unit		Weekday					Weekend					Weekday			Weekend		
			Base Rate	Mode Adj	Non-Captive Ratio	Project Rate	Unit	Base Rate	Mode Adj	Non-Captive Ratio	Project Rate	Unit	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
													12 PM	September		1 PM	September	
Boutique Retail	158,000	sf GLA	1.74	1.00	1.00	1.74	/ksf GLA	1.92	1.00	1.00	1.92	/ksf GLA	0.95	0.68	178	0.90	0.68	186
Employee			0.53	1.00	1.00	0.53	/ksf GLA	0.80	1.00	1.00	0.80	/ksf GLA	1.00	0.80	66	1.00	0.80	101
High Demand Retail	0	sf GLA	2.67	1.00	1.00	2.67	/ksf GLA	2.98	1.00	1.00	2.98	/ksf GLA	0.96	0.74	0	0.92	0.74	0
Employee			0.78	1.00	1.00	0.78	/ksf GLA	1.04	1.00	1.00	1.04	/ksf GLA	1.00	0.84	0	1.00	0.84	0
Personal Services/Salons	35,000	sf GLA	1.90	1.00	1.00	1.90	/ksf GLA	1.80	1.00	1.00	1.80	/ksf GLA	0.50	1.00	33	0.10	1.00	6
Employee			1.30	1.00	1.00	1.30	/ksf GLA	1.35	1.00	1.00	1.35	/ksf GLA	1.00	1.00	46	0.60	1.00	28
Banks	27,000	sf GLA	2.10	1.00	1.00	2.10	/ksf GLA	1.80	1.00	1.00	1.80	/ksf GLA	0.50	1.00	28	0.10	1.00	5
Employee			1.28	1.00	1.00	1.28	/ksf GLA	1.44	1.00	1.00	1.44	/ksf GLA	1.00	1.00	35	0.60	1.00	23
Professional Services Offices	20,000	sf GLA	1.04	1.00	1.00	1.04	/ksf GLA	0.92	1.00	1.00	0.92	/ksf GLA	0.45	1.00	10	0.45	1.00	2
Employee			2.09	1.00	1.00	2.09	/ksf GLA	0.94	1.00	1.00	0.94	/ksf GLA	0.95	1.00	39	0.75	1.00	13
General Offices	120,000	sf GLA	0.21	1.00	1.00	0.21	/ksf GLA	0.03	1.00	1.00	0.03	/ksf GLA	0.40	1.00	10	0.80	1.00	3
Employee			3.40	1.00	1.00	3.40	/ksf GLA	0.32	1.00	1.00	0.32	/ksf GLA	0.90	1.00	367	0.90	1.00	34
Take-out Restaurants and Cafes	25,000	sf GLA	6.38	1.00	1.00	6.38	/ksf GLA	7.20	1.00	1.00	7.20	/ksf GLA	1.00	0.97	155	1.00	0.97	175
Employee			1.80	1.00	1.00	1.80	/ksf GLA	2.00	1.00	1.00	2.00	/ksf GLA	1.00	1.00	45	1.00	1.00	50
Fine/Casual Dining	45,000	sf GLA	3.76	1.00	1.00	3.76	/ksf GLA	8.33	1.00	1.00	8.33	/ksf GLA	0.97	0.97	157	0.81	0.97	279
Employee			1.61	1.00	1.00	1.61	/ksf GLA	2.51	1.00	1.00	2.51	/ksf GLA	1.00	1.00	72	0.93	1.00	104
Bar/Pub	5,000	sf GLA	3.41	1.00	1.00	3.41	/ksf GLA	7.00	1.00	1.00	7.00	/ksf GLA	0.99	0.97	16	0.86	0.97	28
Employee			1.49	1.00	1.00	1.49	/ksf GLA	2.36	1.00	1.00	2.36	/ksf GLA	1.00	1.00	7	0.97	1.00	11
												Total		1,264	Total		1,048	

# Appendix 3''

Table  
 Project: Los Altos Downtown Parking  
 Description: Existing Conditions (2012)

## SHARED PARKING DEMAND SUMMARY

PEAK MONTH: DECEMBER -- PEAK PERIOD: 1 PM, WEEKDAY

Land Use	Project Data Quantity Unit		Weekday					Weekend					Weekday		
			Base Rate	Mode Adj	Non-Captive Ratio	Project Rate	Unit	Base Rate	Mode Adj	Non-Captive Ratio	Project Rate	Unit	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
													12 PM	September	
Boutique Retail	158,000	sf GLA	1.74	1.00	1.00	1.74	/ksf GLA	1.92	1.00	1.00	1.92	/ksf GLA	1.00	0.80	220
Employee			0.53	1.00	1.00	0.53	/ksf GLA	0.80	1.00	1.00	0.80	/ksf GLA	1.00	1.00	83
High Demand Retail		0 sf GLA	2.67	1.00	1.00	2.67	/ksf GLA	2.98	1.00	1.00	2.98	/ksf GLA	1.00	0.83	0
Employee			0.78	1.00	1.00	0.78	/ksf GLA	1.04	1.00	1.00	1.04	/ksf GLA	1.00	1.00	0
Personal Services/Salons	35,000	sf GLA	1.90	1.00	1.00	1.90	/ksf GLA	1.80	1.00	1.00	1.80	/ksf GLA	0.70	1.00	47
Employee			1.30	1.00	1.00	1.30	/ksf GLA	1.35	1.00	1.00	1.35	/ksf GLA	1.00	1.00	46
Banks	27,000	sf GLA	2.10	1.00	1.00	2.10	/ksf GLA	1.80	1.00	1.00	1.80	/ksf GLA	0.50	1.00	28
Employee			1.28	1.00	1.00	1.28	/ksf GLA	1.44	1.00	1.00	1.44	/ksf GLA	1.00	1.00	35
Professional Services Offices	20,000	sf GLA	1.04	1.00	1.00	1.04	/ksf GLA	0.92	1.00	1.00	0.92	/ksf GLA	0.50	1.00	14
Employee			2.09	1.00	1.00	2.09	/ksf GLA	0.94	1.00	1.00	0.94	/ksf GLA	0.98	1.00	40
General Offices	120,000	sf GLA	0.21	1.00	1.00	0.21	/ksf GLA	0.03	1.00	1.00	0.03	/ksf GLA	0.30	1.00	8
Employee			3.40	1.00	1.00	3.40	/ksf GLA	0.32	1.00	1.00	0.32	/ksf GLA	0.89	1.00	361
Take-out Restaurants and Cafes	25,000	sf GLA	6.38	1.00	1.00	6.38	/ksf GLA	7.20	1.00	1.00	7.20	/ksf GLA	1.00	0.96	153
Employee			1.80	1.00	1.00	1.80	/ksf GLA	2.00	1.00	1.00	2.00	/ksf GLA	1.00	1.00	45
Fine/Casual Dining	45,000	sf GLA	3.76	1.00	1.00	3.76	/ksf GLA	8.33	1.00	1.00	8.33	/ksf GLA	0.85	0.96	135
Employee			1.61	1.00	1.00	1.61	/ksf GLA	2.51	1.00	1.00	2.51	/ksf GLA	1.00	1.00	72
Bar/Pub	5,000	sf GLA	3.41	1.00	1.00	3.41	/ksf GLA	7.00	1.00	1.00	7.00	/ksf GLA	0.88	0.96	14
Employee			1.49	1.00	1.00	1.49	/ksf GLA	2.36	1.00	1.00	2.36	/ksf GLA	1.00	1.00	7
<b>Total</b>															<b>1,308</b>

## Appendix 4A

### Parking Plaza Layouts & Cost Analysis

This section of the study discusses the various alternatives for Parking Plazas 1 through 9 and a comparison of some alternatives for Parking Plaza 10 with a proposed reconfiguration of the Parking Plazas as part of a new development to occur at 40 Main Street. Following a discussion of each parking plaza there are the concept plans for each plaza.

## Parking Plaza 1

Parking Plaza 1 currently has 122 regular parking spaces plus 5 handicap parking spaces. These parking spaces are arranged at 45-degrees and there are four driveways that intersect First Street and Second Street, including one driveway adjacent to an office building. There is a loading zone area along the northerly side of the plaza adjacent to the rear of the businesses on Main Street. Parking is allowed in this loading zone between 11AM and 2PM.

### Alternative A

Alternative A would reduce the number of driveways to three, including the one adjacent to the office building and would reconfigure the parking stalls to a 90-degree alignment. With 9' wide parking spaces, this alternative would provide 128 regular spaces, plus 5 handicap spaces. With 8.5' wide spaces the number of parking spaces would be increased to 130 regular spaces, plus 5 handicap parking spaces. This alternative also provides a landscaped median between the two 90-degree parking bays. A loading zone could be created and parking prohibited for a specific period of time in some of the parking spaces adjacent to the rear of the businesses along Main Street.

### Alternative B

Alternative B would reconfigure the parking plaza from a 45-degree parking angle to a 60-degree parking angle. This configuration retains the three driveways from the parking plaza onto/from both First Street and Second Street and the fourth driveway adjacent to the office building. With 9' wide spaces, there would be an increase in the number of parking spaces to 128 regular spaces, plus 5 handicap spaces. If the parking spaces were modified to 8.5' wide spaces, the number of parking spaces would increase from the existing 122 regular spaces and 5 handicap spaces to 132 regular spaces plus 5 handicap spaces. This alternative also provides an additional 6 on-street parking spaces which are not included in the table below. The existing loading zone along the rear of the businesses on Main Street could be retained with this alternative. However, parking in some on the angled parking spaces along the most northerly drive aisle may need to be restricted due to the narrower aisle width.

### Alternative C

Alternative C also reconfigures the parking plaza to 90-degree parking spaces. However, two of the driveways onto First Street and onto Second Street are eliminated restricting all access/egress into/from the parking plaza to only one driveway on each street (the driveway adjacent to the office building is also retained). This parking configuration would provide 124 regular parking spaces at 9' wide, plus 5 handicap spaces. If 8.5' wide spaces were desired the number of parking spaces would be 129 regular spaces plus 5 handicap spaces. This alternative also provides a median island between the parking aisles for landscaping, lighting, etc. As with Alternative B, this alternative also provides an additional 6 on-street parking spaces which are not included in the table below. Similar to Alternative A, a loading zone could be created and parking prohibited for a specific period of time in some of the parking spaces adjacent to the rear of the businesses along Main Street.

Plaza 1 Comparison Table



	9' wide spaces		8.5' wide spaces	
	Regular Spaces	Handicap Spaces	Regular Spaces	Handicap Spaces
Existing Parking Spaces	122	5		
Alternative A	128	5	130	5
Alternative B	128	5	132	5
Alternative C	124	5	129	5



# PLAZA 1



## LEGEND

-  TRASH BIN LOCATION
-  PG&E POWER POLE

## PLAZA 1

EXISTING PARKING SPACES:  
122 + 5 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
128 + 5 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
130 + 5 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 1

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 3

SCALE: 1" = 50'

TRANSPORTATION

**AECOM**

AECOM USA, Inc.  
2025 Gateway Place, Suite 400  
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CITY OF LOS ALTOS  
DOWNTOWN PARKING  
LOT STUDY

PLAZA 1  
ALTERNATIVE A

# PLAZA 1



## LEGEND



TRASH BIN LOCATION



PG&E POWER POLE

## PLAZA 1

EXISTING PARKING SPACES:  
122 + 5 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
128 + 5 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
129 + 5 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 1

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 0

SCALE: 1" = 50'

TRANSPORTATION

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PLAZA 1  
ALTERNATIVE B

# PLAZA 1



## LEGEND

-  TRASH BIN LOCATION
-  PG&E POWER POLE

## PLAZA 1

EXISTING PARKING SPACES:  
122 + 5 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
124 + 5 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
129 + 5 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 1

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 3

SCALE: 1" = 50'

TRANSPORTATION

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CITY OF LOS ALTOS  
DOWNTOWN PARKING  
LOT STUDY

PLAZA 1  
ALTERNATIVE C

## Parking Plaza 2

Parking Plaza 2 currently has 118 regular parking spaces plus 7 handicap parking spaces. These parking spaces are arranged at 45-degrees and there are four driveways that intersect Second Street and Third Street, including one driveway adjacent to an office building. Similar to Parking Plaza 1, there is a loading zone area along the northerly side of the plaza adjacent to the rear of the businesses on Main Street. Parking is allowed in this loading zone between 11AM and 2PM.

### Alternative A

Alternative A would reduce the number of driveways to two, including the one adjacent to the office building and would reconfigure the parking stalls to a 90-degree alignment. With 9' wide parking spaces, this alternative would provide 125 regular spaces plus 5 handicap spaces. With 8.5' wide spaces the number of parking spaces would be increased to 130 regular spaces plus 5 handicap parking spaces. Due to the narrow width of Second Street and Third Street no additional on-street parking spaces are possible. This alternative also provides 7.6' wide landscaping median between the two 90-degree parking bays. As with Alternative A for Parking Plaza 1, a loading zone could be created and parking prohibited for a specific period of time in some of the parking spaces adjacent to the rear of the businesses along Main Street.

### Alternative B

Alternative B also reconfigures the parking plaza to 90-degree parking spaces. However, three of the driveways onto Second Street and onto Third Street are eliminated restricting all access/egress into/from the parking plaza to only one driveway on each street. Compared to the existing parking plaza lay-out, Alternative B relocates the entire configuration to the south and provides a parallel parking aisle adjacent to the businesses instead of the office building. If 9' wide spaces were desired the number of parking spaces would be 120 regular spaces plus 5 handicap spaces. With 8.5' wide spaces, this parking configuration would provide 127 regular parking spaces plus 5 handicap spaces. Both options would provide more parking spaces than the existing 122 regular spaces plus 5 handicap spaces. This Alternative has a row of parallel parking spaces adjacent to the rear of the businesses along Main Street. A loading zone could be created along this row of spaces with parking allowed between 11AM and 2PM, which is similar to the existing conditions.

### Alternative C

Alternative C would reconfigure the parking plaza from a 45-degree parking angle to a 60-degree parking angle. This configuration eliminates three driveways from the parking plaza onto/from both Second Street and Third Street and provides a parallel parking aisle adjacent to the businesses as in Alternative B. However, the number of parking spaces would increase from the existing 118 regular spaces and 5 handicap spaces to 123 regular spaces plus 5 handicap spaces, assuming 9' wide spaces. If the spaces were modified to 8.5' wide', there would be an increase in the number of parking spaces to 131 regular spaces plus 5 handicap spaces. As with Alternative B, this Alternative has a row of parallel parking spaces adjacent to the rear of the businesses along Main Street. A loading zone could be created along this row of spaces with parking allowed between 11AM and 2PM, which is similar to the existing conditions.



Plaza 2 Comparison Table

	9' wide spaces		8.5' wide spaces	
	Regular Spaces	Handicap Spaces	Regular Spaces	Handicap Spaces
Existing Parking Spaces	118	7		
Alternative A	125	5	130	5
Alternative B	120	5	127	5
Alternative C	123	5	131	5

# PLAZA 2



## LEGEND

-  TRASH BIN LOCATION
-  PG&E POWER POLE

## PLAZA 2

EXISTING PARKING SPACES:  
118 + 7 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
125 + 5 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
130 + 5 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 2

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 3

SCALE: 1" = 50'

TRANSPORTATION

**AECOM**

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PLAZA 2  
ALTERNATIVE A

# PLAZA 2



## LEGEND

-  TRASH BIN LOCATION
-  PG&E POWER POLE

## PLAZA 2

EXISTING PARKING SPACES:  
118 + 7 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
120 + 5 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
127 + 5 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 2

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 3

SCALE: 1" = 50'

TRANSPORTATION

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LOT STUDY

PLAZA 2  
ALTERNATIVE B

# PLAZA 2



## LEGEND

-  TRASH BIN LOCATION
-  PG&E POWER POLE

## PLAZA 2

EXISTING PARKING SPACES:  
118 + 7 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
123 + 5 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
131 + 5 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 2

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 3

SCALE: 1" = 50'

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CITY OF LOS ALTOS  
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PLAZA 2  
ALTERNATIVE C



### Parking Plaza 3

Parking Plaza 3 currently has 199 regular parking spaces plus 4 handicap parking spaces. These parking spaces are configured at a 45-degree angle along the various driveways. There are four driveways that intersect Third Street and two driveways that intersect San Antonio Road. This parking plaza is currently being modified by a project that is installing landscaping along San Antonio Road. Consequently, the 45-degree parking spaces along the driveway adjacent to San Antonio Road will be reconfigured to parallel parking spaces along most of the San Antonio Road frontage. Of the 199 regular parking spaces in this parking plaza, 64 spaces are along the San Antonio Road frontage. The parking concept alternatives address the configuration of the remaining 135 regular and 4 handicap parking spaces in the largest part of the plaza. As with Parking Plazas 1 and 2, there is a loading zone area along the northerly side of the plaza adjacent to the rear of the businesses on Main Street. Parking is allowed in this loading zone between 11AM and 2PM.

#### Alternative A

Alternative A reconfigures the main portion of the parking plaza from its current 45-degree parking orientation to a 90-degree parking layout. This alternative also eliminates one of the driveways onto Third Street. This alternative would provide 151 regular parking spaces, 9' in width, and 5 handicap parking spaces. If 8.5' wide parking spaces are desired, this alternative would provide 159 regular parking spaces and 5 handicap parking spaces. A loading zone could be created and parking prohibited for a specific period of time in some of the parking spaces adjacent to the rear of the businesses along Main Street.

#### Alternative B

Alternative B also reconfigures the main portion of the parking plaza from a 45-degree orientation to a 90-degree layout. This alternative eliminates three of the driveways on Third Street. This alternative would provide 134 regular parking spaces (9' wide) plus 5 handicap spaces. If 8.5' wide parking spaces were desired, 143 regular parking spaces would be provided plus 5 handicap spaces. Similar to Alternative A, a loading zone could be created and parking prohibited for a specific period of time in some of the parking spaces adjacent to the rear of the businesses along Main Street.

#### Alternative C

Alternative C provides a slightly different layout than Alternative B. This alternative would provide 141 regular parking spaces (9' wide) plus 5 handicap spaces. If 8.5' wide parking spaces were desired, 148 regular parking spaces would be provided plus 5 handicap spaces. Due to the configuration of the parking spaces, the existing loading zone along the rear of the businesses on Main Street could be retained.

#### Plaza 3 Comparison Table

	9' wide spaces		8.5' wide spaces	
	Regular Spaces	Handicap Spaces	Regular Spaces	Handicap Spaces
Existing Parking Spaces	135	4		
Alternative A	151	5	160	5
Alternative B	134	5	141	5
Alternative C	141	5	150	5

# PLAZA 3

MATCH LINE - SEE BELOW



## LEGEND



TRASH BIN LOCATION



PG&E POWER POLE

## PLAZA 3

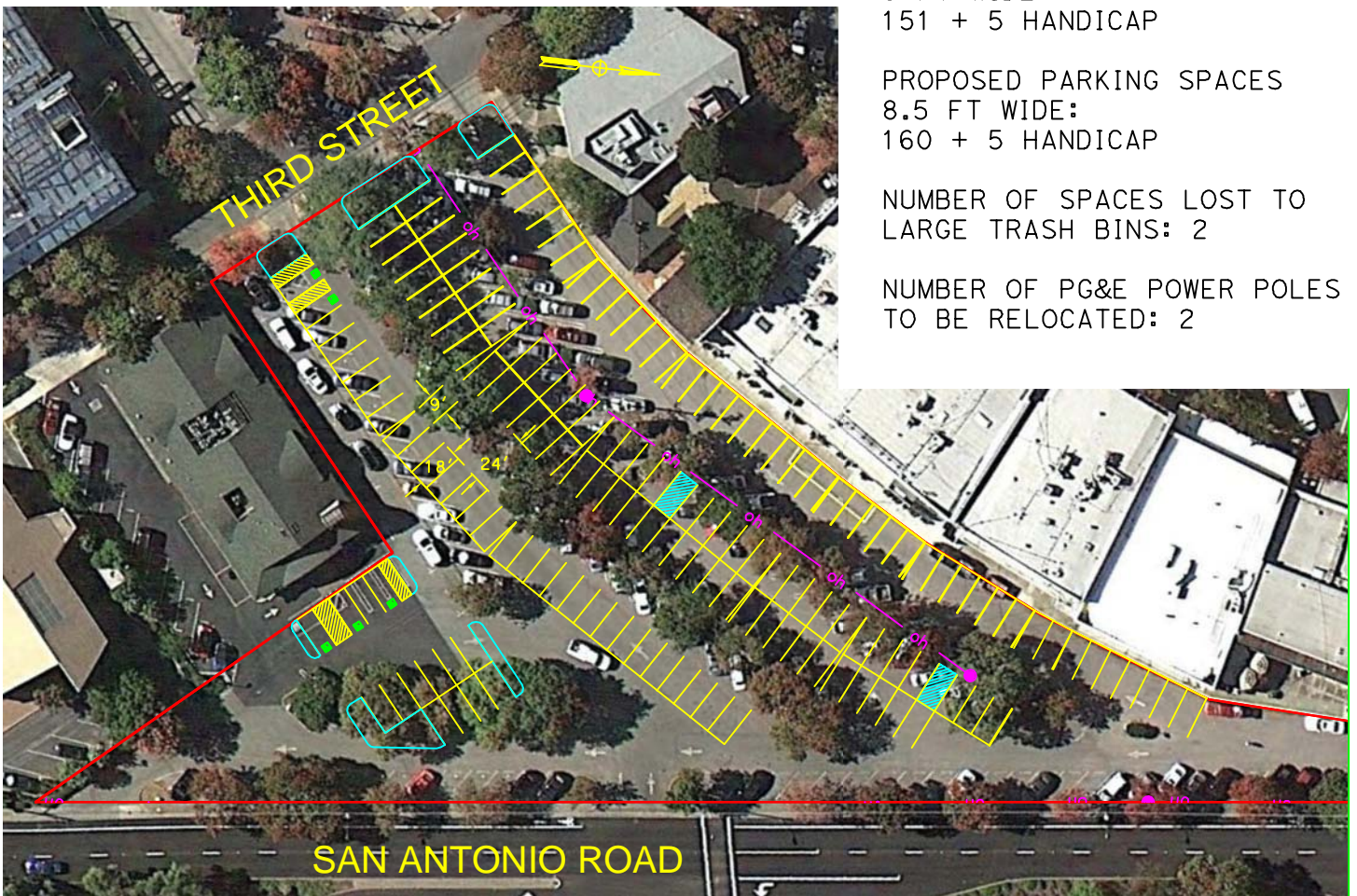
EXISTING PARKING SPACES:  
135 + 4 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
151 + 5 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
160 + 5 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 2

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 2



MATCH LINE - SEE ABOVE

SCALE: 1" = 75'

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PLAZA 3  
ALTERNATIVE A

# PLAZA 3

MATCH LINE - SEE BELOW



## LEGEND



TRASH BIN LOCATION



PG&E POWER POLE

## PLAZA 3

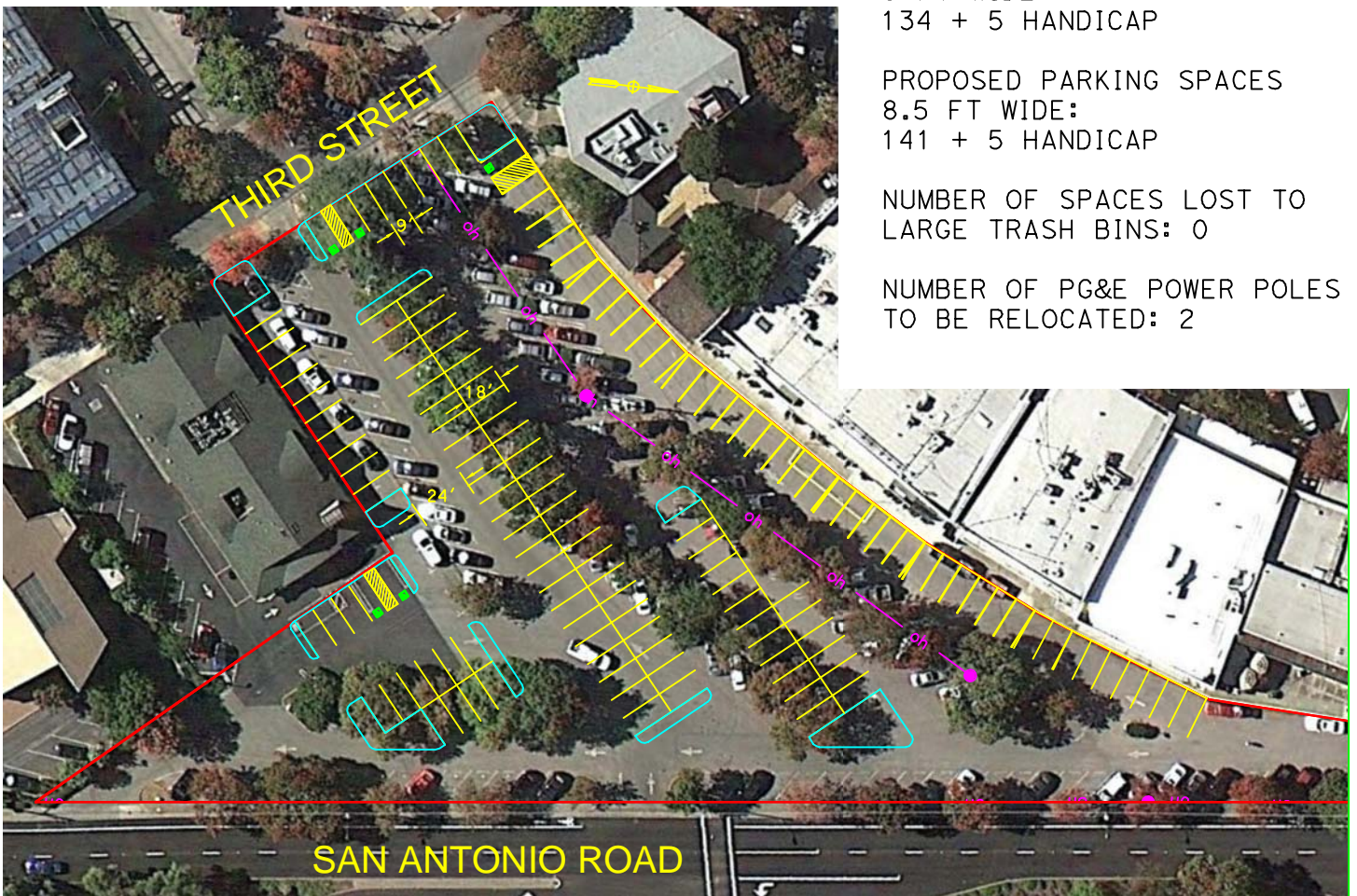
EXISTING PARKING SPACES:  
135 + 4 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
134 + 5 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
141 + 5 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 0

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 2



MATCH LINE - SEE ABOVE

SCALE: 1" = 75'

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LOT STUDY

PLAZA 3  
ALTERNATIVE B

# PLAZA 3

MATCH LINE - SEE BELOW



## LEGEND



TRASH BIN LOCATION



PG&E POWER POLE

## PLAZA 3

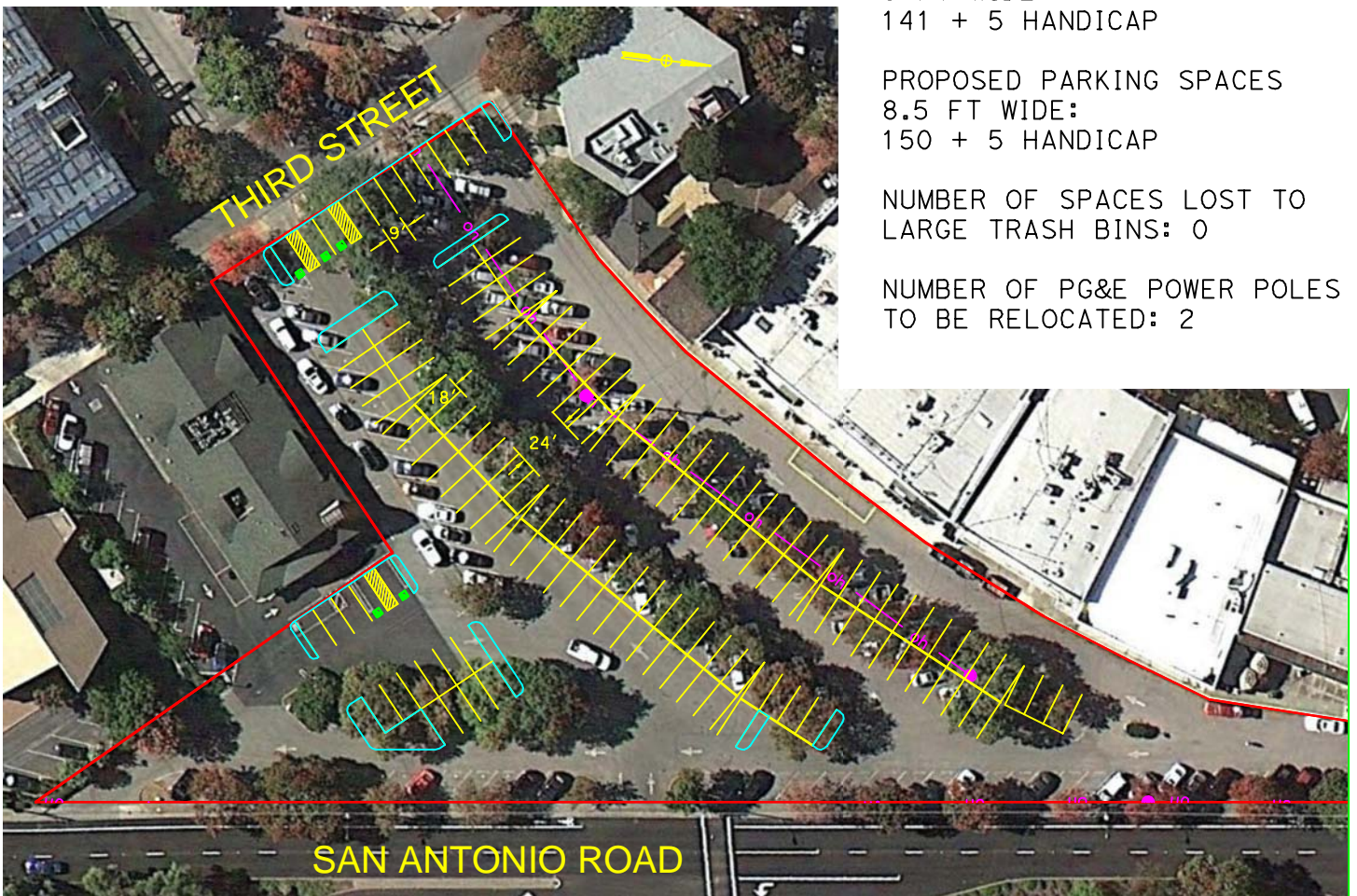
EXISTING PARKING SPACES:  
135 + 4 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
141 + 5 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
150 + 5 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 0

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 2



MATCH LINE - SEE ABOVE

SCALE: 1" = 75'

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PLAZA 3  
ALTERNATIVE C

## Parking Plaza 4

Parking Plaza 4 currently has 59 regular parking spaces plus 1 handicap parking space. These parking spaces are arranged at 45-degrees and there are two driveways that intersect First Street and Second Street. There is a small loading zone in this plaza which is created by eliminating 2 tandem parking spaces.

### Alternative A

Alternative A would reconfigure the main portion of the parking plaza from a 45-degree parking angle to a 60-degree parking angle. The existing 90-degree parking area of this plaza is retained. This configuration retains the two driveways from the parking plaza onto/from both First Street and Second Street. The number of parking spaces would increase to 70 regular spaces plus 3 handicap spaces, assuming 9' wide parking spaces. If the spaces were narrowed to 8.5', there would still be 70 regular spaces and 3 handicap spaces. This alternative retains the existing access to the private property areas behind several of the businesses. A loading zone similar to what currently exists could be created in this Alternative.

### Alternative B

Alternative B reconfigures the parking plaza to 90-degree parking spaces. However, to retain access to the private property at the back of the businesses several parking spaces are eliminated to provide driveways to these areas. One of the driveways onto First Street and onto Second Street is eliminated restricting all access/egress into/from the parking plaza to one driveway on each street. This parking configuration would provide only 48 regular parking spaces at 9' wide plus 3 handicap spaces. If 8.5' wide spaces were desired the number of parking spaces would still be less than the current parking configuration at 55 regular spaces plus 3 handicap spaces. The alternative will be dropped from further consideration.

### Alternative C

Alternative C would also reconfigure the parking plaza from a 45-degree parking angle to a 60-degree parking angle as with Alternative A. However, this alternative would also eliminate access to the back of the businesses unless a few parking spaces were eliminated to provide driveways to the private areas. As with Alternative B, one of the driveways onto First Street and Second Street is eliminated restricting all access/egress into/from the parking plaza to one driveway on each street. Using 9' wide parking spaces and retaining access to the private areas, the number of regular spaces would be increased to 56 spaces, but the number of handicap spaces would increase to 3 spaces. Using 8.5' wide parking spaces would increase the number of regular parking spaces to 62 and the number of handicap spaces to 3. A loading zone could be created and parking prohibited for a specific period of time within this plaza similar to what currently exists.

### Plaza 4 Comparison Table

	9' wide spaces		8.5' wide spaces	
	Regular Spaces	Handicap Spaces	Regular Spaces	Handicap Spaces
Existing Parking Spaces	59	1		
Alternative A	70	3	70	3
Alternative B	48	3	55	3
Alternative C	56	3	62	3

# PLAZA 4



## LEGEND

- TRASH BIN LOCATION
- PG&E POWER POLE

## PLAZA 4

EXISTING PARKING SPACES:  
59 + 1 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
70 + 3 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
74 + 3 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 2

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 2

SCALE: 1" = 50'

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PLAZA 4  
ALTERNATIVE A

# PLAZA 4



## LEGEND

-  TRASH BIN LOCATION
-  PG&E POWER POLE

## PLAZA 4

EXISTING PARKING SPACES:  
59 + 1 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
48 + 3 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
59 + 3 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 2

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 2

SCALE: 1" = 50'

TRANSPORTATION

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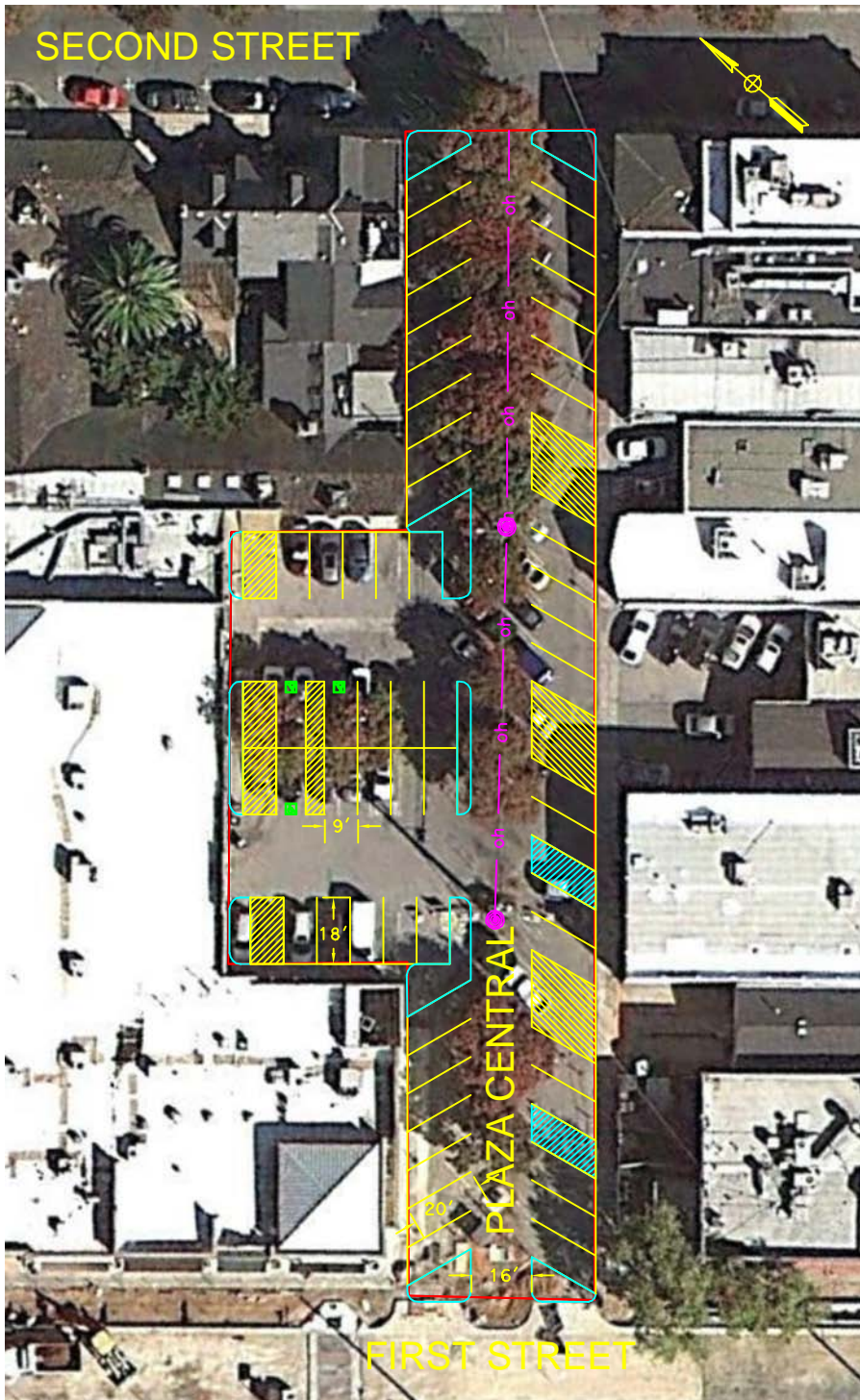
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PLAZA 4  
ALTERNATIVE B

# PLAZA 4



## LEGEND

-  TRASH BIN LOCATION
-  PG&E POWER POLE

## PLAZA 4

EXISTING PARKING SPACES:  
59 + 1 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
56 + 3 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
66 + 3 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 2

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 2

SCALE: 1" = 50'

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PLAZA 4  
ALTERNATIVE C



## Parking Plaza 5

Parking Plaza 5 currently has 48 regular parking spaces plus 7 handicap parking spaces. These parking spaces are arranged at 45-degrees and there are two driveways that intersect Second Street and Third Street. This plaza also has a driveway aisle that is adjacent to the business along Main Street. This aisle provides access to the rear of the businesses and provides a loading zone for these businesses. All of the Alternatives retain this driveway aisle and the existing loading zone.

### Alternative A

Alternative A would reconfigure the parking plaza from a 45-degree parking angle to a 90-degree parking orientation. This configuration eliminates one of driveways from the parking plaza onto/from both Second Street and Third Street. In addition, the access to the backs of businesses is retained. The number of parking spaces would increase to 61 regular spaces plus 3 handicap spaces, assuming 9' wide spaces. If the spaces were narrowed to 8.5', there would be an increase in the number of parking spaces to 62 regular spaces plus 3 handicap spaces.

### Alternative B

Alternative B reconfigures the parking plaza to 60-degree parking spaces. As with Alternative A, access to the back of the businesses is retained. This alternative provides a two-way eastbound driveway on Second Street and a one-way westbound driveway from Third Street. All vehicles exiting this parking plaza would do so onto Second Street. This parking configuration would provide 57 regular parking spaces at 9' wide plus 3 handicap spaces. If 8.5' wide spaces were desired the number of parking spaces would be 58 regular spaces plus 3 handicap spaces.

### Alternative C

Alternative C would also reconfigure the parking plaza from a 45-degree parking angle to a 60-degree parking angle as with Alternative B. This alternative also retains access to the back of the businesses. As with Alternative B, the driveway onto Second Street is a two-way driveway and the driveway from Third Street is a one-way westbound driveway. However, the number of parking spaces would increase slightly from the existing 48 regular spaces and 7 handicap space to 49 regular spaces plus 2 handicap spaces, assuming 9' wide spaces. If the spaces were narrowed to 8.5', the number of parking spaces would still be 49 regular spaces plus 3 handicap spaces.



### Plaza 5 Comparison Table

	9' wide spaces		8.5' wide spaces	
	Regular Spaces	Handicap Spaces	Regular Spaces	Handicap Spaces
Existing Parking Spaces	48	7		
Alternative A	61	3	62	3
Alternative B	57	3	58	3
Alternative C	49	2	49	3

# PLAZA 5



## LEGEND

-  TRASH BIN LOCATION
-  PG&E POWER POLE

## PLAZA 5

EXISTING PARKING SPACES:  
48 + 7 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
61 + 3 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
62 + 3 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 3

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 2

SCALE: 1" = 50'

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PLAZA 5  
ALTERNATIVE A

# PLAZA 5



## LEGEND

-  TRASH BIN LOCATION
-  PG&E POWER POLE

## PLAZA 5

EXISTING PARKING SPACES:  
48 + 7 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
57 + 3 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
58 + 3 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 2

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 3

SCALE: 1" = 50'

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PLAZA 5  
ALTERNATIVE B

# PLAZA 5



## LEGEND

-  TRASH BIN LOCATION
-  PG&E POWER POLE

## PLAZA 5

EXISTING PARKING SPACES:  
48 + 7 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
49 + 2 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
49 + 2 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 2

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 3

SCALE: 1" = 50'

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PLAZA 5  
ALTERNATIVE C

## Parking Plaza 6

Parking Plaza 6 currently has 59 regular parking spaces plus 6 handicap parking spaces. These parking spaces are arranged at 45-degrees and there are two driveways that intersect Third Street and three driveways intersecting State Street. There is a small loading zone in this plaza which services one or two businesses on the easterly area of the plaza. This loading zone can be retained or relocated slightly to maintain a loading zone in all Alternatives for this plaza.

### Alternative A

Alternative A would reconfigure the parking plaza from a 45-degree parking angle to a 90-degree parking orientation. This configuration eliminates one of driveways from the parking plaza onto/from both Third Street and two of the driveways intersecting State Street. Due to the irregular configuration of the parking plaza and the required back-up space for 90-degree parking spaces, the number of parking spaces would be reduced to 51 regular spaces plus 3 handicap spaces, assuming 9' wide spaces. If the spaces were narrowed to 8.5', there is still a reduction in parking spaces resulting in 52 regular spaces plus 3 handicap spaces.

### Alternative B

Alternative B reconfigures the parking plaza to 60-degree parking spaces. This alternative retains the two driveways onto Third Street but eliminates two of the driveways onto State Street. This parking configuration would provide 65 regular parking spaces at 9' wide plus 3 handicap spaces. If 8.5' wide spaces were desired, the number of parking spaces would be increased to 65 regular spaces plus 3 handicap spaces.

### Alternative C

Alternative C would also reconfigure the parking plaza from a 45-degree parking angle to a 60-degree parking angle as with Alternative B. This alternative reverses the direction of travel for one of the driveways on Third Street. The resulting number of parking spaces would be 64 regular spaces plus 3 handicap spaces, assuming 9' wide spaces. If the spaces were narrowed to 8.5', the number of parking spaces would remain at 64 regular spaces plus 3 handicap spaces.



### Plaza 6 Comparison Table

	9' wide spaces		8.5' wide spaces	
	Regular Spaces	Handicap Spaces	Regular Spaces	Handicap Spaces
Existing Parking Spaces	59	6		
Alternative A	51	3	52	3
Alternative B	65	3	65	3
Alternative C	64	3	64	3

# PLAZA 6



## LEGEND

-  TRASH BIN LOCATION
-  PG&E POWER POLE

## PLAZA 6

EXISTING PARKING SPACES:  
59 + 6 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
51 + 3 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
54 + 3 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 0

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 2

SCALE: 1" = 50'

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PLAZA 6  
ALTERNATIVE A

# PLAZA 6



## LEGEND

-  TRASH BIN LOCATION
-  PG&E POWER POLE

## PLAZA 6

EXISTING PARKING SPACES:  
59 + 6 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
65 + 3 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
65 + 3 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 0

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 2

SCALE: 1" = 50'

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PLAZA 6  
ALTERNATIVE B





## Parking Plaza 7

Parking Plaza 7 is very similar in shape to Parking Plazas 1 and 2. It currently has 119 regular parking spaces plus 6 handicap parking spaces. These parking spaces are arranged at 45-degrees and there are four driveways that intersect First Street and Second Street, including one driveway adjacent to an office building. There is a loading zone along the southerly side of this plaza adjacent to the rear of the businesses on State Street. Parking is allowed in this loading zone between 11AM and 3PM.

### Alternative A

Alternative A would reduce the number of driveways to First Street and Second Street to one on each street and would reconfigure the parking stalls to a 90-degree alignment. With 9' wide spaces the number of parking spaces would be decreased to 112 regular spaces plus 5 handicap parking spaces. With 8.5' wide parking spaces, this alternative would provide 125 regular spaces plus 5 handicap spaces. Due to the narrow width of both First Street and Second Street, no additional on-street parking spaces can be realized with the elimination of the driveways on any of the alternatives for this plaza. This Alternative provides a parallel parking aisle along the rear of the businesses on State Street. A loading zone could be created and parking prohibited for a specific period of time in this row of parallel parking spaces.

### Alternative B

Alternative B is similar to Alternative A in that it reconfigures the parking plaza from 45-degree parking to 90-degree parking. However, this alternative "moves" the parking spaces to the south adjacent to the office building on the southern part of the plaza. This alternative also eliminates all but one driveway from First Street and from Second Street into the plaza. The number of parking spaces would increase to 124 regular spaces plus 5 handicap spaces, assuming 9' wide spaces. If the spaces were narrowed to 8.5', there would be increase in the number of parking spaces to 134 regular spaces plus 5 handicap spaces. A loading zone could be created and parking prohibited for a specific period of time in some of the parking spaces adjacent to the rear of the businesses along State Street.

### Alternative C

Alternative C reorients the parking plaza from an east-west driveway configuration to primarily a north-south driveway configuration. As with Alternative A and B only one driveway is retained on First Street and Second Street. This alternative results in fewer regular parking spaces (110) than currently exists assuming 9' wide spaces and one less handicap space (5). Using 8.5' wide spaces the number of regular parking is still reduced slightly to 118 and the handicap spaces reduced to 5. As with Alternative B, a loading zone could be created and parking prohibited for a specific period of time in some of the parking spaces adjacent to the rear of the businesses along State Street.

### Alternative D

Alternative D would reconfigure the parking plaza from a 45-degree parking angle to a 60-degree parking angle. This configuration retains only one driveway from the parking plaza onto/from both First Street and Second Street. However, the number of parking spaces would increase spaces to 128 regular spaces plus 5 handicap spaces, assuming 9' wide spaces. If the spaces were narrowed to 8.5', there would be an increase in the number of parking spaces to 143 regular spaces plus 5 handicap spaces.

Even though the parking spaces adjacent to the rear of the businesses are at an angle, a loading zone could be created and parking prohibited for a specific period of time in these spaces.



Plaza 7 Comparison Table

	9' wide spaces		8.5' wide spaces	
	Regular Spaces	Handicap Spaces	Regular Spaces	Handicap Spaces
Existing Parking Spaces	119	6		
Alternative A	112	5	125	5
Alternative B	124	5	134	5
Alternative C	110	5	118	5
Alternative D	128	5	143	5

# PLAZA 7



## LEGEND

-  TRASH BIN LOCATION
-  PG&E POWER POLE

## PLAZA 7

EXISTING PARKING SPACES:  
119 + 6 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
112 + 5 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
125 + 5 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 0

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 4

SCALE: 1" = 50'

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LOT STUDY

PLAZA 7  
ALTERNATIVE A

# PLAZA 7



## LEGEND



TRASH BIN LOCATION



PG&E POWER POLE

## PLAZA 7

EXISTING PARKING SPACES:  
119 + 6 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
124 + 5 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
134 + 5 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 2

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 4

SCALE: 1" = 50'

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LOT STUDY

PLAZA 7  
ALTERNATIVE B

# PLAZA 7



## LEGEND



TRASH BIN LOCATION



PG&E POWER POLE

## PLAZA 7

EXISTING PARKING SPACES:  
119 + 6 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
110 + 5 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
118 + 5 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 2

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 4

SCALE: 1" = 50'

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LOT STUDY

PLAZA 7  
ALTERNATIVE C

# PLAZA 7



## LEGEND

-  TRASH BIN LOCATION
-  PG&E POWER POLE

## PLAZA 7

EXISTING PARKING SPACES:  
119 + 6 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
128 + 5 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
143 + 5 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 2

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 4

SCALE: 1" = 50'

TRANSPORTATION

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CITY OF LOS ALTOS  
DOWNTOWN PARKING  
LOT STUDY

PLAZA 7  
ALTERNATIVE D

## Parking Plaza 8

Parking Plaza 8 is very similar in shape to Parking Plazas 1, 2 and 7. It currently has 125 regular parking spaces plus 8 handicap parking spaces. These parking spaces are arranged at 45-degrees and there are four driveways that intersect First Street and Second Street, including one driveway adjacent to an office building. As with Parking Plaza 7, there is a loading zone along the southerly side of this plaza adjacent to the rear of the businesses along State Street.

### Alternative A

Alternative A would reconfigure the parking plaza from a 45-degree parking angle to a 60-degree parking angle. This configuration retains only one driveway from the parking plaza onto/from both Second Street and Third Street. Assuming 9' wide parking spaces, the number of parking spaces would increase to 134 regular spaces, but the number of handicap spaces would be reduced to 5 handicap spaces. If the spaces were narrowed to 8.5', there would be an increase in the number of parking spaces to 137 regular spaces plus 5 handicap spaces. A loading zone could be created and parking prohibited for a specific period of time in some of the parking spaces adjacent to the rear of the businesses along State Street.

### Alternative B

Alternative B reconfigures the parking plaza from 45-degree parking to 90-degree parking. However, this alternative, similar to Plaza 7 "moves" the parking spaces to the south adjacent to the office building on the southern part of the plaza. This alternative also eliminates all but one driveway from Second Street and from Third Street into the plaza. The number of parking spaces would increase to 130 regular spaces, but the number of handicap would be reduced to 5 spaces, assuming 9' wide spaces. If the spaces were narrowed to 8.5', there would be an increase in the number of parking spaces to 132 regular spaces plus 5 handicap spaces. A loading zone could be created and parking prohibited for a specific period of time in some of the parking spaces adjacent to the rear of the businesses along State Street.



### Plaza 8 Comparison Table

	9' wide spaces		8.5' wide spaces	
	Regular Spaces	Handicap Spaces	Regular Spaces	Handicap Spaces
Existing Parking Spaces	125	8		
Alternative A	134	5	137	5
Alternative B	130	5	132	5

# PLAZA 8



## LEGEND

-  TRASH BIN LOCATION
-  PG&E POWER POLE

## PLAZA 8

EXISTING PARKING SPACES:  
125 + 8 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
134 + 5 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
137 + 5 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 1

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 1

SCALE: 1" = 50'

TRANSPORTATION

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CITY OF LOS ALTOS  
DOWNTOWN PARKING  
LOT STUDY

PLAZA 8  
ALTERNATIVE A



# PLAZA 8



## LEGEND



TRASH BIN LOCATION



PG&E POWER POLE

## PLAZA 8

EXISTING PARKING SPACES:  
125 + 8 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
130 + 5 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
132 + 5 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 1

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 1

SCALE: 1" = 50'

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PLAZA 8  
ALTERNATIVE B

## Parking Plaza 9

Parking Plaza 9 currently has 136 regular parking spaces plus 4 handicap parking spaces. These parking spaces are arranged at 45-degrees and there are four driveways that intersect Third Street and Fourth Street, including one driveway adjacent to an office building and a residential building. There is also a private parking lot adjacent to the northerly side of this parking plaza which must be retained. There is a loading zone for approximately 90' along the southeasterly section of this plaza adjacent to a business on Fourth Street and State Street.

### Alternative A

Alternative A would reconfigure the parking plaza from a 45-degree parking angle to a 60-degree parking angle. This configuration would eliminate three driveways from the parking plaza onto/from both Third Street and Fourth Street including the driveway adjacent to the office building and residential building. Assuming 9' wide parking spaces, this alternative would increase the number of regular parking spaces to 137 and the handicap parking to 5 spaces. If the parking spaces were narrowed to 8.5', the number of parking spaces would increase to 141 regular spaces plus 5 handicap spaces. Two parking spaces are not included in this total in order retain access to the private parking lot adjacent to this plaza. This alternative provides a row of parallel parking spaces in the existing loading zone. These spaces could be converted to a loading zone with parking allowed for a specific period of time, similar to the existing condition.

### Alternative B

Alternative B would reduce the number of driveways to one entering both Third Street and Fourth Street and would reconfigure the parking stalls to a 90-degree alignment. With 9' wide spaces the number of parking spaces would be reduced to 123 regular spaces plus 5 handicap parking spaces. With 8.5' wide parking spaces, this alternative would still be reduced to 127 regular spaces plus 5 handicap spaces. Access to the private parking lot is retained by means of an aisle adjacent to the northerly side of this plaza similar to the current condition. A loading zone could be created and parking prohibited for a specific period of time in some of the parking spaces adjacent to the rear of the businesses along State Street.

### Plaza 9 Comparison Table

	9' wide spaces		8.5' wide spaces	
	Regular Spaces	Handicap Spaces	Regular Spaces	Handicap Spaces
Existing Parking Spaces	136	4		
Alternative A	137	5	141	5
Alternative B	123	5	127	5

# PLAZA 9



## LEGEND



TRASH BIN LOCATION



PG&E POWER POLE

## PLAZA 9

EXISTING PARKING SPACES:  
136 + 4 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
137 + 5 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
141 + 5 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 1

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 0

SCALE: 1" = 50'

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CITY OF LOS ALTOS  
DOWNTOWN PARKING  
LOT STUDY

PLAZA 9  
ALTERNATIVE A

# PLAZA 9



## LEGEND



TRASH BIN LOCATION



PG&E POWER POLE

## PLAZA 9

EXISTING PARKING SPACES:  
136 + 4 HANDICAP

PROPOSED PARKING SPACES  
9 FT WIDE:  
123 + 5 HANDICAP

PROPOSED PARKING SPACES  
8.5 FT WIDE:  
127 + 5 HANDICAP

NUMBER OF SPACES LOST TO  
LARGE TRASH BINS: 1

NUMBER OF PG&E POWER POLES  
TO BE RELOCATED: 0

SCALE: 1" = 50'

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LOT STUDY

PLAZA 9  
ALTERNATIVE B

## **Parking Plaza 10**

Parking Plaza 10 was proposed to be completed as a potential mitigation for the redevelopment project that was proposed at 40 Main Street. The developers of this site prepared a parking plan that resulted in 105 regular 8.5' wide parking spaces plus 2 handicap spaces. Currently there are 86 regular 8.5' wide parking spaces plus 2 handicap spaces. AECOM developed three alternatives to the existing and proposed parking plans. However, none of these alternatives provided more than 80 regular parking spaces plus 4 handicap spaces. Therefore, the proposed parking plan prepared by the 40 Main Street developer appears to be the best alternative. The design for Plaza 10 from the original 40 Main Street proposal is shown on the following page.

However, to be ADA compliant, the reconfigured parking plaza should provide 5 handicap spaces for the 105 regular spaces. This can be accomplished by converting a few of the regular parking spaces into handicap spaces and loading areas for the handicap spaces. Three parking spaces could be designated as handicap spaces and two adjacent spaces could be used as loading areas for the handicap spaces. The net result would be 100 regular parking spaces plus the required 5 handicap spaces.



NEW PARKING STUDY: TOTAL 139 STALLS	
PLAZA TEN	
"STANDARD" STALLS (8'-6" X 18'-0")	105
DISABLED ACCESS STALL	1
VAN ACCESSIBLE STALL	1
TOTAL:	107
STREET STALLS	
FOURTH STREET:	14
MAIN STREET:	6
EDITH STREET:	12
TOTAL:	32



40 MAIN STREET  
COMMERCIAL OFFICE PROJECT  
LOS ALTOS, CALIFORNIA

CITY COUNCIL SUBMISSION  
APRIL 10, 2012

PLAZA TEN  
NEW PARKING PLAN  
4TH AND MAIN STREET  
LOS ALTOS, CA

**Summary**

Alternatives were developed for each of the parking plazas in an effort to provide more parking spaces in each plaza. Using the City standard of a 9’ wide regular parking space, Parking Plazas 1 through 9 could be reconfigured to one of the respective alternatives and an additional 85 regular parking spaces could be provided. The proposed parking configuration for Plaza 10, associated with the proposed redevelopment project at 40 Main Street, appears to provide the maximum number of regular parking spaces. For each parking plaza the ADA guidelines were used to provide the required number of handicap parking spaces per plaza.

If the City modified its regular parking space standards to a width of 8.5’, which is used by many cities for parking lots at a variety of developments including commercial and residential areas, the number of regular parking spaces in Parking Plazas 1 through 9 could be increased by 134 spaces.

In addition, City staff commented on concerns raised by residents regarding vehicles exiting the various parking plazas to cross a roadway and enter an adjacent parking plaza. By eliminating several of the driveways, as indicated in some of the reconfigurations, the drivers on the street would have fewer points of conflict with drivers exiting the plazas. Since the majority of the driveways would be two-way driveways, the intersections of the driveways and the streets could be signed and more readily identified as an intersection rather a crossing of a street to enter the next parking plaza.

**Table 1 Summary Table**

	9' wide spaces		8.5' wide spaces		Existing	
	Regular Spaces	Handicap Spaces	Regular Spaces	Handicap Spaces	Regular Spaces	Handicap Spaces
Plaza 1 - Alt. B	128	5	132	5	122	5
Plaza 2 - Alt. A	125	5	130	5	118	7
Plaza 3 - Alt. A	151	5	160	5	135	4
Plaza 4 - Alt. A	70	3	70	3	59	3
Plaza 5 - Alt. A	61	3	62	3	48	7
Plaza 6 - Alt. B	65	3	65	3	59	6
Plaza 7 - Alt. D	128	5	143	5	119	5
Plaza 8 - Alt. A	134	5	137	5	125	8
Plaza 9 – Alt. A	137	5	141	5	136	4
Plaza 10 – 40 Main St Plan (adjusted for ADA compliance)	92	4	100	5	85	2
Total	1091	43	1140	44	1006	51

**Cost Estimate for Reconfiguring Parking Plazas**

A cost estimate was prepared to reconstruct one of the typical rectangular parking plazas. The cost estimate in the following table is approximately the same for Parking Plaza 1, 2, 7, 8 or 9.

**Table 2. Parking Plaza Reconstruction Cost Estimate**

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization	Lump Sum	1	\$15,000	\$15,000
2	Construction Area Signs	Lump Sum	1	\$10,000	\$10,000
3	Clearing & Grubbing	Lump Sum	1	\$5,000	\$5,000
4	Remove Tree	Each	10	\$500	\$5,000
5	Pavement Excavation	Cubic Yard	4,060	\$35	\$142,100
6	Aggregate Subbase	Cubic Yard	1,624	\$36	\$58,464
7	Aggregate Base	Cubic Yard	1,624	\$110	\$178,640
8	Asphalt (Type A)	Ton	1,612	\$140	\$225,680
9	Pavement Markings	Lump Sum	1	\$25,000	\$25,000
10	Landscape & Irrigation	Lump Sum	1	\$20,000	\$20,000
11	Lighting	Lump Sum	1	\$20,000	\$20,000
12	Relocate PG&E Poles	Each	2	\$20,000	\$40,000
	Subtotal				\$744,884
	20% Contingency				\$148,977
	TOTAL				\$893,861 (say \$900,000)

The average size of Parking Plazas 1, 2, 7, 8 and 9 is approximately 43,100 square feet, which equates to approximately \$20.90 per square foot to reconstruct one of these plazas. The cost to relocate the power poles are estimated by PG&E to cost about \$20,000 per pole.

The existing underground utilities in the parking plazas do not need to be relocated. It may be desirable to consider undergrounding the existing electrical and communication overhead wires. However, the costs for this work could be expensive. PG&E was not willing to provide an estimate for this work without extensive engineering design which they wanted to be compensated for. In addition to undergrounding the overhead wires, all the buildings that were served by these wires would need to have their service connections modified and possibly increased to meet their current and future needs. Therefore, the cost to underground the existing overhead wires in the parking plazas is not included in the cost estimate to reconfigure the plazas.

The following table provides a comparative cost to reconstruct each of the parking plazas, the cost per space using the preferred alternative for each plaza, the cost per new additional space and the net new spaces per plaza using the City standard 9' wide parking space.



**Table 3. Costs per Parking Spaces**

Plaza #	Area (SF)	Total Cost	Cost/Space	Cost/Additional New Space	Net New Spaces
1	42,600	\$890,000	\$6,700	\$148,300	6
2	42,900	\$897,000	\$6,900	\$179,400	5
3	82,200	\$1,718,000	\$11,000	\$101,100	17
4	21,700	\$454,000	\$6,200	\$41,300	11
5	21,900	\$457,700	\$7,200	\$59,900	9
6	28,600	\$597,700	\$8,800	\$199,200	3
7	43,200	\$902,900	\$6,800	\$100,300	9
8	42,800	\$894,500	\$6,600	\$149,100	6
9	43,900	\$917,500	\$6,500	\$458,750	2
10	29,200	\$610,300	\$6,400	\$87,200	7

As indicated in the previous table, the cost to reconstruct each of the parking plazas is expensive and the cost per additional parking space is extremely expensive. The cost per parking space to construct a parking garage ranges from \$20,000 to \$60,000 per space based on design elements (above or below ground, open or ventilated, shallow or deep foundation, etc.) and does not include property costs. The cost per additional space for the least expensive plaza (Parking Plaza #5) is almost the same as the cost per space for a parking garage. If the City is not considering constructing a parking garage at this time, the city should not consider reconstructing the parking plazas at this time due to the extremely high cost per additional space that could be realized from a reconstruction and modified parking layout.

The Parking Plazas are currently in pretty good condition. The parking plazas could be maintained for at least another ten years with a routine slurry seal of the pavement areas and restriping the parking spaces. The cost for this maintenance effort would be significantly less than reconstructing even one of the parking plazas.

Assuming there are no major issues with the pavement structure (asphalt and/or base material under the asphalt) or the underground utilities that pass through the parking plazas which would require a major reconstruction of part or all of a parking plaza and the few number of additional parking spaces that could be realized in each plaza, this consultant's recommendation is to continue the annual maintenance of the parking plazas and not reconstruct the parking plazas until such time that a major issue (pavement failure or underground utility replacement) requires a major reconstruction of a significant portion of a parking plaza.