



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

MEMORANDUM

DATE: 11/09/21
TO: Councilmembers
FROM: City Manager
SUBJECT: COUNCIL Q&A FOR THE NOV 09, 2021 CITY COUNCIL REGULAR MEETING

Minutes:

- Page 2 (bottom); Item 3: GreenTown's full name is "GreenTown Los Altos."

Noted

Agenda Items 4 (Emergency Declaration):

- Have any of our sister cities declined to extend their declaration of emergency? If so, which ones and why?

Staff is not aware of any surrounding cities that have declined to extend their declaration of emergency.

- When will the Council meeting room be completed? The Council room is anticipated to be completed in the first quarter of 2022.

The Council room is anticipated to be completed in the first quarter of 2022.

- What would be required for the City to run hybrid council meetings in the Council meeting room once it is complete?

The new Council Chambers should have the ability to host hybrid Council meetings. Staff would need to evaluate what additional staffing needs, if any, would be required to host hybrid meetings.

- Attachment 1 (proposed council resolution): The last sentence in item 3 after the "Now Therefore" (top of page 3; above the "I certify . . .") is unintelligible.

The end of this sentence should read "...the City Council may take further action extending the declaration."

Agenda Item 7:

- Would enacting this ordinance require voter approval of a license, as was proposed for Friends of the Library?

No, license agreements are not a disposition of land under Subdivision Map Act.

- Who would have the right to challenge whether a proposed use of the community center site required a vote?

The items in the proposed ordinance (sale, transfer of title, or subdivision of the property) could be challenged. Leases and/or licenses as those are exempt from challenge.

- Attachment 1 (the proposed ordinance): Section 2 refers to a “new Chapter 11.12.” It should be a new Chapter 11.13. Same for the language in section 11.13.030 and elsewhere in the proposed ordinance.

Corrected copy attached as Exhibit A.

Agenda Item 8 (Los Altos Theatre Working Group)

- Does the current bus barn theater have a lease with the City?

Yes, please see it attached as Exhibit B.

Agenda Item 9 (Reconsideration of the Packard Foundation):

- Can you help me understand why the summary contradicts what is stated in c. Referencing new evidence?

There is a typo-the "not" should not be there.

ORDINANCE NO. 2020-XX**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
ADDING A NEW CHAPTER, 11.13, ENTITLED “RESTRICTION ON THE
LOS ALTOS COMMUNITY CENTER SITE” TO TITLE 11,
MISCELLANEOUS PROPERTY REGULATIONS, OF THE LOS ALTOS
MUNICIPAL CODE THAT WILL PROHIBIT: (1) THE SALE, TRANSFER
OF TITLE OR SUBDIVISION OF THE LOS ALTOS COMMUNITY CENTER
SITE WITHOUT VOTER APPROVAL**

WHEREAS, the City of Los Altos (City) has a unique arrangement of land uses that require regulations and standards that are important to preserve the character of the Los Altos community and provide for compatibility of adjacent uses; and

WHEREAS, pursuant to the California Constitution, article XI, § 7, the City may make and enforce such laws and regulations that promote the public health, morals, safety or general welfare of the community and adopt such other ordinances and regulations not in conflict with general law, and

WHEREAS, since incorporation of the City, the City-owned property commonly known as the Los Altos Community Center Site was designed and used to provide for public parks, open space and public facilities and services that ensure a high quality of living for residents of and visitors to Los Altos; and

WHEREAS, the Los Altos Community Center Site has a variety of uses, available to the public, that may change over time including, government service buildings, recreation areas, open space area, meeting spaces, sports fields, and their various ancillary uses; and

WHEREAS, these various uses include a City Hall and City Council Chambers where the civic business of the City and its City meetings, such as those of the City Council, are held; and

WHEREAS, a police department is located on the Los Altos Community Center Site where the day to day functions of the city police department take place and provide for the safety and protection of the citizens of Los Altos and its visitors; and

WHEREAS, a newly constructed community center on the site provides a variety of recreational, educational, and extracurricular activities for all segments of the community; and

WHEREAS, a history museum has been built and maintained on the site where the history and past events of importance in Los Altos are recognized, can be observed, and experienced; and

WHEREAS, a working historic orchard demonstrating and showcasing the city’s and region’s historic agricultural roots and heritage is maintained and kept productive; and

WHEREAS, a library, in partnership with other agencies, has been developed on the site and provides a depository for literature and media in all its various forms for the community to enjoy and spaces for meetings along with areas where one can enjoy quiet contemplation and respite; and

WHEREAS, a community theater has been established on the site that provides a venue for thespians and all those that enjoy artistic expressions displayed in a live setting; and

WHEREAS, the City Council desires to amend the City of Los Altos Municipal Code to prohibit the sale, transfer of title, or subdivision of the collected parcels known as the Los Altos Community Center Site without voter approval, except that voter approval shall not be required for leases (including ground leases), licenses and/or any other instruments which do not convey fee title interest; and

WHEREAS, by adding a new Chapter 11.13, entitled a “Restriction on the Los Altos Community Center Site,” would require voter approval of the sale, transfer of title, or subdivision of any portion of the property, except that voter approval shall not be required for leases (including ground leases), licenses and/or any other instruments which do not convey fee title interest.

NOW THEREFORE, the City Council of the City of Los Altos does hereby ordain as follows:

SECTION 1. FINDINGS. After considering the record before it, including but not limited to the agenda report, presentation of staff, public comment, and discussion, the City Council hereby finds that adoption of this Ordinance will help protect and promote public health, safety, comfort, convenience, prosperity and welfare by adding this Chapter 11.13 to the City’s existing regulations.

SECTION 2. AMENDMENT OF CODE. The following new Chapter 11.13, “Restriction on the Los Altos Community Center Site” is hereby added to Title 11, Miscellaneous Property Regulations, of the Los Altos Municipal Code, is amended to read as follows:

11.13.010. The purpose of this Chapter is to place a “Restriction on the Los Altos Community Center Site,” that will require voter approval for the sale, transfer of title, or subdivision of any portion of this property except that voter approval shall not be required for leases (including ground leases), licenses and/or any other instruments which do not convey fee title interest.

11.13.020. The restriction set forth in this Chapter shall only apply to the Los Altos Community Center Site as described in the map, attached hereto as Exhibit “A”, and incorporated by this reference.

11.13.030. For purposes of this Chapter 11.13, voter approval is accomplished when a City measure is placed on the ballot at a general or special election as authorized by the California Elections Code, and a majority of the voters voting on the measure vote in favor of it.

11.13.040. The voter approval requirement may be waived by the City Council at a duly noticed public hearing and when it is necessary to comply with State or Federal law governing the provision of housing, including but not limited to affordable housing requirements.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have

passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 4. COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. Based on all the evidence presented in the administrative record, including but not limited to the staff reports, the proposed Ordinance relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is exempt from California Environmental Quality Act (“CEQA”) CEQA Guidelines Section 15061(b)(3), which states the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment” as the Ordinance has no potential to result in a direct, or reasonably foreseeable, indirect impact on the environment

SECTION 5. CUSTODIAN OF RECORDS. The documents and materials associated with this Ordinance that constitute the record of proceedings on which the City Council’s findings and determinations are based are located at Los Altos City Hall, One North San Antonio Road, Los Altos, California. The City Clerk is the custodian of the record of proceedings.

SECTION 6. NOTICE OF EXEMPTION. The City Council hereby directs City staff to prepare and file a Notice of Exemption with the Santa Clara County Clerk.

SECTION 7. PUBLICATION. This Ordinance shall be published as provided in Government Code section 36933.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective upon the commencement of the thirty-first day following the adoption date.

The foregoing Ordinance was duly and properly introduced at a regular meeting of the City Council of the City of Los Altos held on XXXXXX and was thereafter, at a regular meeting held on XXXXXX passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Neysa Fligor, MAYOR

Attest:

Andrea Chelemengos, CMC, CITY CLERK

DRAFT – FOR DISCUSSION ONLY

EXHIBIT "A"

CIVIC CENTER PROPERTY SITE

Exhibit B

USE AGREEMENT

THE CITY OF LOS ALTOS ("City") and **BUS BARN STAGE COMPANY** ("BBSC"), a community-based theater group which is a California corporation, hereby agree, effective as of June 26, 2012, as follows:

RECITALS

A. WHEREAS, City is the owner of a building located on its civic center property which has been used for many years as a community based theater; and

B. WHEREAS, City and BBSC desire to enter into a formal use agreement providing for the rights, duties and obligations of the respective parties,

NOW, THEREFORE, the parties hereto agree as follows:

1. BBSC is granted the use of the theater building located on City premises at Civic Center, 1 North San Antonio Road, Los Altos, California for a period of five (5) years from the date hereof. Thereafter, said agreement shall continue from year to year. City may terminate without cause upon eighteen (18) months' notice; provided, however, if the City determines that it needs exclusive use of the premises as part of any Civic Center remodeling, then the notice may be only six months, with the City making an effort to accommodate the seasonality needs of the Bus Barn. BBSC may terminate this agreement at any time, by leaving the premises clean, turning over all keys, removing all BBSC property from the premises, paying all costs to the City as required in this agreement, prorated to the date of vacation, and giving written notice to the City Manager of such termination. In the event of a breach of this agreement, City may give 15-days notice to BBSC to cure said breach if the same can be cured; if not cured or curable, this agreement may be terminated 30 days after said notice without further notice.

2. BBSC shall pay 70% of all utility expenses including water, gas and electricity, and 100% of telephone charges (including the telephone in the trailer) which are levied for the use of the building or because of BBSC's operations. The City will pay the utility bill and will invoice BBSC for its share on a quarterly basis.

3. The City and BBSC will establish a standard for custodial maintenance for the interior of the building. Each party will be responsible to maintain that standard during their respective uses. The cost of janitorial supplies will be shared on a 70% BBSC/30% City basis.

4. If any conditions are brought to the attention of BBSC for which BBSC desires City assistance to remedy or repair, BBSC shall have an affirmative duty to notify the City Manager of the City of Los Altos of such conditions immediately upon their discovery or report. BBSC and City shall have a duty to keep records indicating inspection periods and conduct an inspection between different users of all areas used by the public or participants to discover

damaged roof, general electrical, and structural conditions which could be harmful to a participant or a member of the public, and to promptly repair or replace such facilities so as to maintain safety. City may make additional inspections at its sole discretion, or upon the request of BBSC, or upon its own initiative. BBSC shall obtain City approval in advance for any structural modifications or any similar major change in use, appearance, or impact of the building.

5. Fixed assets and trade fixtures become the property of City when affixed to or brought upon the premises. BBSC may remove trade fixtures it paid for in full, provided that the premises shall be restored at BBSC's expense to the condition existing prior to such removal. City shall not reimburse BBSC for any building improvements.

6. The City and BBSC shall keep the building in compliance with all federal and state laws and local ordinances relating to the use and occupancy of places of public assembly, including the Americans with Disabilities Act.

7. BBSC shall take out, pay for and maintain at all times during this use agreement Workers' Compensation (if it has any employees) and a policy of general liability insurance, satisfactory to City, in limits not less than \$1,000,000.00 combined limit, insuring itself, its officers, agents, employees and participants in its activities and the City of Los Altos, and its City Council, appointed Boards, Commissions, officers, agents, employees and volunteers from any and all claims for damages or any other type of relief arising out of any activities under this use agreement, including but not limited to BBSC's use and operation of the BBSC building and environs. Said policy shall obligate BBSC to defend any such claims which might be brought against it or the City. BBSC shall also indemnify the foregoing persons or entities from any and all liability except that which is solely the result of negligence of the City of Los Altos. City shall be advised of all initial exclusions, deductions, self insured retention and any and all other terms of said policy which affect its applicability in any way. Coverage shall not be decreased, deductibles shall not be increased nor shall there be any other change of the policy without 30 days advance notice received by the City of Los Altos, c/o Risk Manager. Copies of all policies and certificates shall be filed with City's Risk Manager, 1 N. San Antonio Road, Los Altos, CA 94022. If BBSC co-produces a show, any co-producer will provide similar written indemnity and insurance coverage for the benefit of the City.

8. BBSC shall indemnify, defend and hold harmless the City of Los Altos, and its City Council, appointed Boards, commissions, officers, agents, employees and volunteers from any and all liability for fire, theft, loss, mysterious disappearance, as well as dishonored checks or any and all other loss of or damage to its property which might be incurred arising out of the box office operation, and any and all other funds received, handled or controlled by BBSC, howsoever same may be generated, including without limitation, City granted funds.

9. City shall maintain the exterior of the building, (i.e., painting, exterior public restrooms, roofing and landscaping) at City expense. The maintenance and repair of the interior of the building and its contents, including plumbing and electrical systems shall be shared on a 70% BBSC/30% City basis, per Paragraph 12.

10. The City and BBSC will collaborate on the production of a yearly calendar which would accommodate the production schedule needs of Los Altos Youth Theater and the BBSC and also provide for "open time blocks" for rental by outside groups. Revenue generated by BBSC fund raisers during their 70% occupancy will remain with BBSC. The Recreation Department will accept and process all outside requests for use of the building, as it is available following the yearly calendar adoption, and will notify the BBSC Business Manager/Managing Director of any outside uses. The City will establish building rental fees and all revenue generated therefrom will be considered revenue to the City. A building attendant, trained by BBSC to use Bus Barn's lighting and sound equipment, employed by the Recreation Department will be required for all outside users. BBSC is not authorized to rent out the City-owned theater building.

11. The City waives rental fees for BBSC's use of the building for community theatre purposes. BBSC shall have use of one (1) room at Hillview Community Center for rehearsal space, at no charge, but subject to all of the other provisions of this agreement, including insurance, as are applicable to the use of the theatre itself. BBSC shall not use any City area for storage, except the interior shop section of the theatre building.

12. Costs of repair and replacement of non-theatrical technical equipment should reflect the percentage of time each group uses the building. It is anticipated that time in the building will be shared on a 70% BBSC/30% City managed use basis. The concept of a 70% BBSC/30% City cost formula shall be applied to pay for the cost of repair and replacement of non-theatrical technical equipment and purchasing miscellaneous janitorial supplies. The parties acknowledge that there is wear and tear caused to non-theatrical equipment such as lights and theater seats as a function of use. Repair or replacement of that equipment will be included in covered by the 70% BBSC/30% City cost-sharing formula when such improvements are mutually agreed upon. Repair and upkeep costs for theatrical technical equipment purchased by BBSC will be the responsibility of BBSC; provided that the City will reimburse BBSC for the cost of repair or replacement of theatrical technical equipment that is determined to have been damaged during use by the City. All expenses shall be pre-approved mutually by City's Director of Recreation and by BBSC. The City will pay such expenses and will invoice BBSC for its share of expenses on a quarterly basis.

13. A trailer, approximately 12'x 60' on a long-term loan to the BBSC, is currently housed on City property between the theatre and the public restrooms. Future improvements to the Civic Center per the master plan may preclude continued use of the trailer at that location. The trailer shall be used exclusively by the BBSC and all costs related to the trailer, including installation, utility connection, and repairs and removal, etc shall be the sole responsibility of the BBSC. In the event City and/or lender desire to end use of the trailer on City property, BBSC shall cause its removal forthwith upon request by City and/or lender. Failure to remove the trailer within sixty (60) working days after the City's request may be deemed by the City to be an abandonment of the trailer. City then may proceed to remove the trailer and all contests thereof. BBSC shall be solely responsible for any claims arising out of said removal, including but not limited to all costs associated with removal and site clean-up.

14. This agreement, and activities hereunder, shall be evaluated annually, in August. An unsatisfactory evaluation shall be grounds for termination on sixty (60) days' notice.

15. This written agreement constitutes the entire agreement between the parties, and no oral agreements will be honored.

17. Each signatory hereto represents that he/she has been authorized to execute this agreement by their respective Board of Directors or City Council, as the case may be.

WHEREFORE, the parties have set their hands and seal at the places provided on this agreement:

Executed this 13th day of April, ~~2012~~ ²⁰¹⁵

CITY OF ALTOS

BUS BARN STAGE CO.

By Marcus Sorensen
City Manager

By William L. Reeder