



SPECIAL AND REGULAR MEETING AGENDA

Date: 5/9/2023
Time: 5:00 p.m.
Locations: [Zoom.us/join](https://zoom.us/join) – ID# 814 7839 7160 and
City Council Chambers
751 Laurel St., Menlo Park, CA 94025

Members of the public can listen to the meeting and participate using the following methods. If you have issues viewing the meeting, please email the city clerk at jaherren@menlopark.gov.

How to participate in the meeting

- Submit a written comment online up to one-hour before the meeting start time:
- city.council@menlopark.gov
- Access the meeting real-time online at:
[Zoom.us/join](https://zoom.us/join) – Meeting ID 814 7839 7160
- Access the meeting real-time via telephone at:
(669) 900-6833
Meeting ID 814 7839 7160
Press *9 to raise hand to speak

Watch meeting:

- Cable television subscriber in Menlo Park, East Palo Alto, Atherton and Palo Alto:
Channel 26
- City Council Chambers

Subject to Change: The format of this meeting may be altered or the meeting may be cancelled. You may check on the status of the meeting by visiting the city website menlopark.gov. The instructions for logging on to the webinar and/or the access code is subject to change. If you have difficulty accessing the webinar, please check the latest online edition of the posted agenda for updated information (menlopark.gov/agendas).

5:00 p.m. – Special Meeting

A. Call To Order

B. Roll Call

C. Closed Session

- C1. Closed session conference with labor negotiators pursuant to Government Code §54957.6 regarding labor negotiations with the Service Employees International Union Local 521 (SEIU), American Federation of State, County, and Municipal Employees Local 829 (AFSCME), and Confidential employees

Agency designated representatives: City Manager Justin I.C. Murphy, Administrative Services Director Brittany Mello, Assistant City Manager Stephen Stolte, City Attorney Nira Doherty, Special

Counsel Charles Sakai

Not a California Environmental Quality Act (CEQA) project.

C2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Paragraph (1) of subdivision (d) of §54956.9)

Name of case: David Fogel et al. v. City of Menlo Park, Case No. 21-CIV-06674

Not a CEQA project.

6:00 p.m. – Regular Meeting

D. Call To Order

E. Agenda Review

F. Report from Closed Sessions

G. Public Comment

Under “Public Comment,” the public may address the Commission on any subject not listed on the agenda. Each speaker may address the Commission once under Public Comment for a limit of three minutes. The Commission cannot act on items not listed on the agenda and, therefore, the Commission cannot respond to non-agenda issues brought up under Public Comment other than to provide general information.

H. Presentations and Proclamations

H1. Presentation: UC Berkeley students regarding affordable housing opportunities on the City-owned parking plazas in downtown ([Presentation](#)) ([Presentation](#))

Not a CEQA project.

H2. Proclamation: Recognizing Public Works Week ([Attachment](#))

Not a CEQA project.

H3. Proclamation: May 2023 Mental Health Month ([Attachment](#))

Not a CEQA project.

H4. Proclamation: Recognizing May 2023 as Bike Month ([Attachment](#))

Not a CEQA project.

H5. Proclamation: Jewish American Heritage Month ([Attachment](#))

Not a CEQA project.

H6. Proclamation: Asian American Pacific Islander Heritage Month ([Attachment](#))

Not a CEQA project.

I. Consent Calendar

I1. Accept the City Council meeting minutes for April 4 and 18, 2023 ([Attachment](#))

Not a CEQA project.

- I2. Confirm Complete Streets Commission recommendation to make the Ravenswood Avenue bike lane pilot permanent ([Staff Report #23-107-CC](#))
Not a CEQA project.
 - I3. Authorize the Mayor to execute the second amended and restated joint powers agreement with the San Francisco Creek Joint Powers Authority ([Staff Report #23-108-CC](#))
Not a CEQA project.
 - I4. Authorize the Mayor to sign a letter on behalf of the City Council to PG&E regarding recent extended power outages ([Staff Report #23-109-CC](#))
Not a CEQA project.
 - I5. Receive annual City Council priority and goal setting workshop final report ([Staff Report #23-110-CC](#))
Not a CEQA project.
 - I6. Receive and file the investment portfolio as of March 31, 2023 ([Staff Report #23-114-CC](#))
Not a CEQA project.
 - I7. Adopt a resolution to authorize the city manager to execute a community funding agreement with Habitat for Humanity Greater San Francisco (Habitat) in the amount of \$1.2 million for the preservation of existing housing in Belle Haven through their Homeownership Preservation Program ([Staff Report #23-117-CC](#))
Not a CEQA project.
- J. Regular Business**
- J1. Provide direction on the five-year capital improvement plan ([Staff Report #23-115-CC](#))([Presentation](#))
Not a CEQA project.
- K. Informational Items**
- K1. City Council agenda topics: May 23 – June 13 ([Staff Report #23-116-CC](#))
Not a CEQA project.
 - K2. Transmittal of city attorney billing ([Staff Report #23-111-CC](#))
Not a CEQA project.
 - K3. Update on pilot quick build intersection improvements at Menlo Avenue and University Drive ([Staff Report #23-112-CC](#))
Not a CEQA project.
 - K4. Update on the Willow Road-U.S. 101 Interchange landscaping ([Staff Report #23-113-CC](#))
Not a CEQA project.

L. City Manager Report's

M. City Councilmember Reports

N. Closed Session

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- N2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Paragraph (1) of subdivision (d) of §54956.9)
Name of case: David Fogel et al. v. City of Menlo Park, Case No. 21-CIV-06674

O. Adjournment

At every regular meeting of the commission, in addition to the public comment period where the public shall have the right to address the commission on any matters of public interest not listed on the agenda, members of the public have the right to directly address the commission on any item listed on the agenda at a time designated by the chair, either before or during the commission's consideration of the item.

At every special meeting of the commission, members of the public have the right to directly address the commission on any item listed on the agenda at a time designated by the chair, either before or during consideration of the item. For appeal hearings, appellant and applicant shall each have 10 minutes for presentations.

If you challenge any of the items listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Menlo Park at, or before, the public hearing.

Any writing that is distributed to a majority of the commission by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available by request by emailing the city clerk at jaherren@menlopark.gov. Persons with disabilities, who require auxiliary aids or services in attending or participating in commission meetings, may call the City Clerk's Office at 650-330-6620.

Agendas are posted in accordance with California Government Code §54954.2(a) or §54956. Members of the public can view electronic agendas and staff reports by accessing the city website at menlopark.gov/agendas and can receive email notification of agendas by subscribing at menlopark.gov/subscribe. Agendas and staff reports may also be obtained by contacting the city clerk at 650-330-6620. (Posted: 5/4/2023)

Team 1

CYPLAN_238 & ARCH_202

Spring 2023

Menlo Crossing



Ruchi Bindal
M. RED



Cecilia
Loretta Egidi
M. ARCH



Chiara
Noppenberger
M. ARCH



Andrew Wofford
M. CP



Overview

I. Mission & Vision

II. Phasing & Financing

III. Master Plan

IV. Design Concept

V. Conclusion

City Goals

- Housing Affordability (345 Units)
- Replacement Parking (100%)
- Downtown Reactivation

Target Population

Large Families & Seniors

27.2% of all **large family** households are cost-burdened or severely cost-burdened

77.8% of all low-income **seniors** are cost-burdened or severely cost-burdened

*Source: U.S. Department of Housing and Urban Development,
Comprehensive Housing Affordability Strategy, ACS, 2021*



Project Mission

Menlo Crossing is envisioned as an **affordable, sustainable, and multigenerational** development where growing families can make Menlo Park their long-term home and senior citizens can age in a safe, walkable and interconnected community.



PHASE 1

Treehouse North

Affordable Large Family Housing

Completion: July 2028 Units: 155, AMI 30-60% Parking: 92 (Surface)



PHASE 2

Treehouse South

Affordable Large Family Housing & Garage

Completion: February 2030 Units: 145, AMI 30-60% Parking: 74 (Surface), 298 (Garage)



PHASE 3A

Promenade Senior

Affordable Senior Housing

Completion: October 2031 Units: 32+33, AMI 30-60% Parking: 32+18 (Surface)



PHASE 3B

Market-Rate Townhomes, Farmers Market, Parking Garage

Market-Rate Townhomes + Parking Garage

Completion: October 2031 Townhomes: 34 (+1:1) Parking: 156 (Surface) 496 (Garage)



P H A S E S					
	PROJECT	UNITS	TYPE	USE	PARKING
1.	TREEHOUSE NORTH	155	AFFORDABLE	LARGE FAMILIES	92
2.	TREEHOUSE SOUTH	145	AFFORDABLE	LARGE FAMILIES	74
		-	-	PARKING GARAGE	298
3A.	PROMENADE SOUTH	32	AFFORDABLE	SENIOR HOUSING+ CHILDCARE CENTER	32
	PROMENADE NORTH	33	AFFORDABLE	SENIOR HOUSING	18
3B.	PROMENADE TOWNHOMES	34	MARKET-RATE	NON-TARGETED	34
	PARKING/ FARMERS MARKET	-	-	PARKING/ FARMERS MARKET	156
	PARKING GARAGE	-	-	PARKING GARAGE	496
		365+34 = 399			966+234 = 1200

Parking Achieved

80% of the city's **public parking** replaced

0.5 parking spaces per **housing unit**

Project Timeline

Jan, 2024

Jul, 2028

Feb, 2030

Oct, 2031

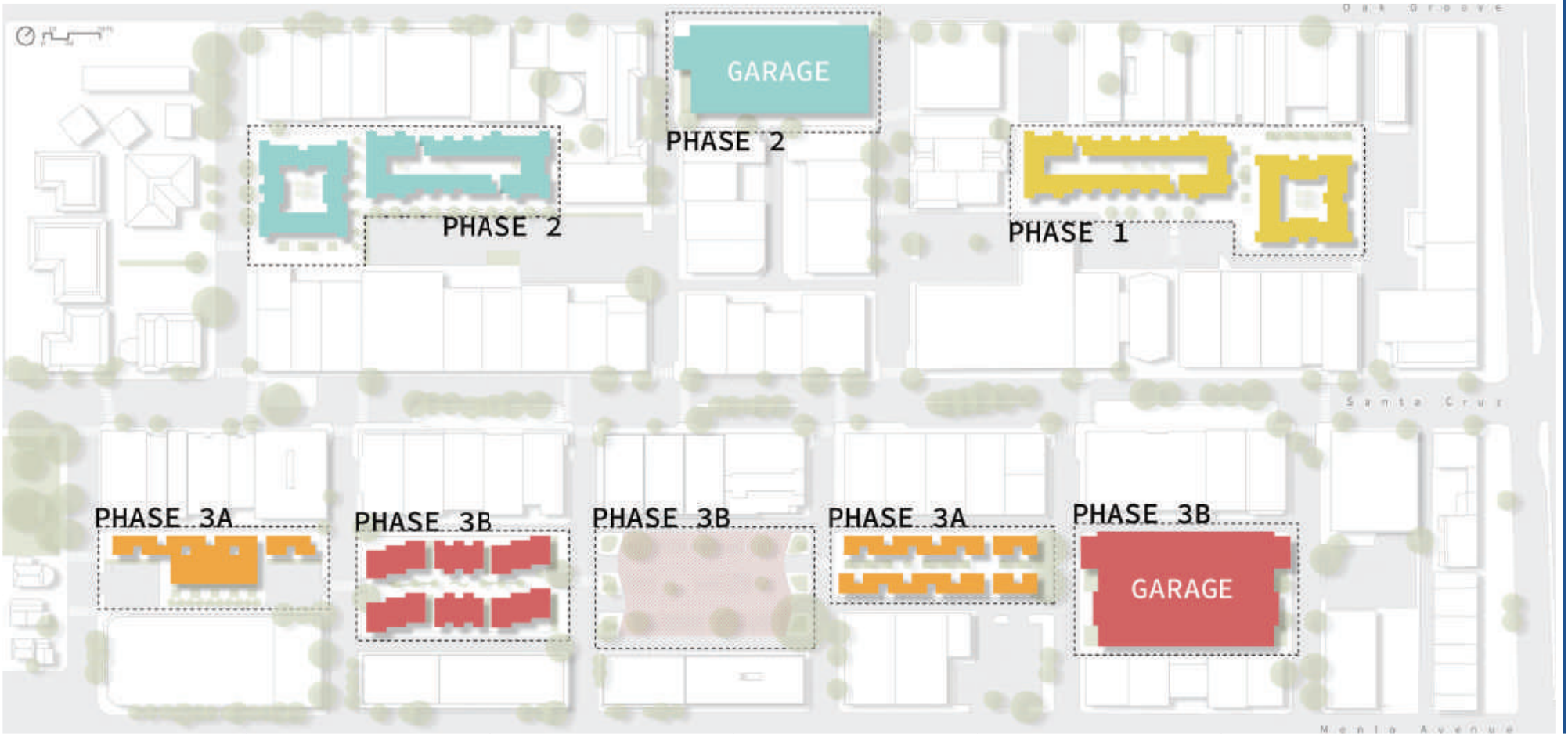


*RFP released
(all parcels)*

MASTER PLAN

M e n l o C r o s s i n g

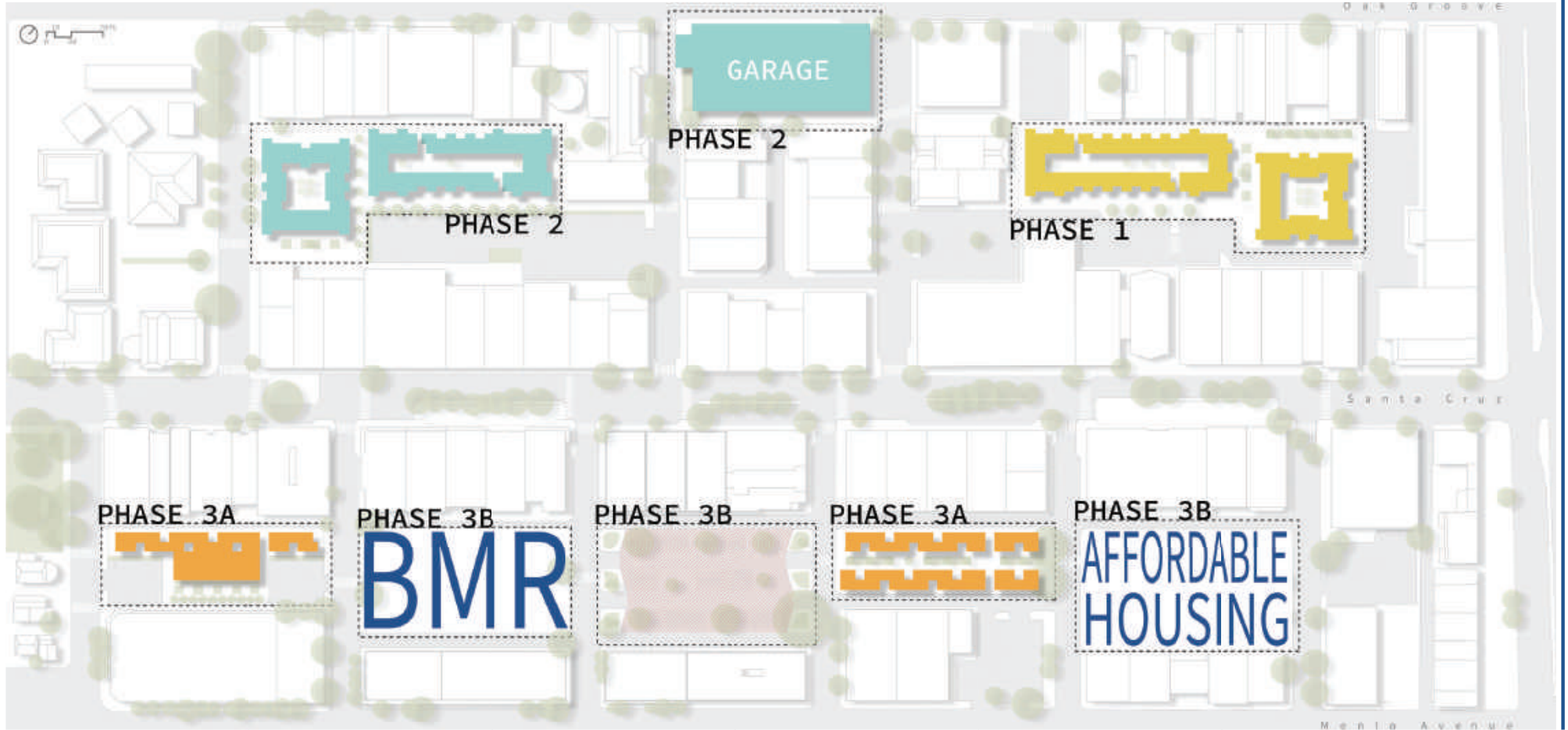
Completion: October 2031



OPTIONALITY

M e n l o C r o s s i n g

Re-evaluate: February 2030



FINANCING STRUCTURE

	PROJECT	TDC	REVENUE	FUNDING SOURCE
1.	TREEHOUSE NORTH	\$138M	\$2.2M	<ul style="list-style-type: none"> • 4% Tax-Exempt Bonds • AHSC, San Mateo County AHT, • HEART LHTF, Menlo Park BMR Loan, Section 8 Mortgage
2.	TREEHOUSE SOUTH	\$130M	\$2.2M	<ul style="list-style-type: none"> • 4% Tax-Exempt Bonds • MHP, San Mateo County AHT, • HEART LHTF, Menlo Park BMR Loan, Section 8 Mortgage
		\$9M	\$708K	
3A.	PROMENADE SOUTH	\$18M	\$297K	<ul style="list-style-type: none"> • 9% LIHTC
	PROMENADE NORTH	\$19M	\$291K	<ul style="list-style-type: none"> • Section 8 Mortgage
3B.	PROMENADE TOWNHOMES	\$21M	\$16M	<ul style="list-style-type: none"> • Conventional Debt & Equity
	PARKING/ FARMERS MARKET	\$1M	Vendor Stall Fee	<ul style="list-style-type: none"> • Cross- Subsidized: Sale of Market Rate Townhomes
	PARKING GARAGE	\$15M	\$1.2M	<ul style="list-style-type: none"> • Peninsula Clean Energy EV Funds • Solar Tax Credits
		351M		

Mission & Vision
Phasing & Financing
Master Plan
Design Concept
Conclusion

Sustainability & Resilience

Net Zero Approach

- Mass Timber Construction
- Urban Green Space
- Capital Investment in SamTrans/CalTrains
- Solar Carports
- Enhanced Bikeable & Walkable Streetscape



Before

After



Pedestrian & Bike Circulation



Pedestrian & Bike Circulation



Pedestrian & Bike Circulation



Pedestrian & Bike Circulation



Program Distribution



Program Distribution





Menlo Crossing Master Plan



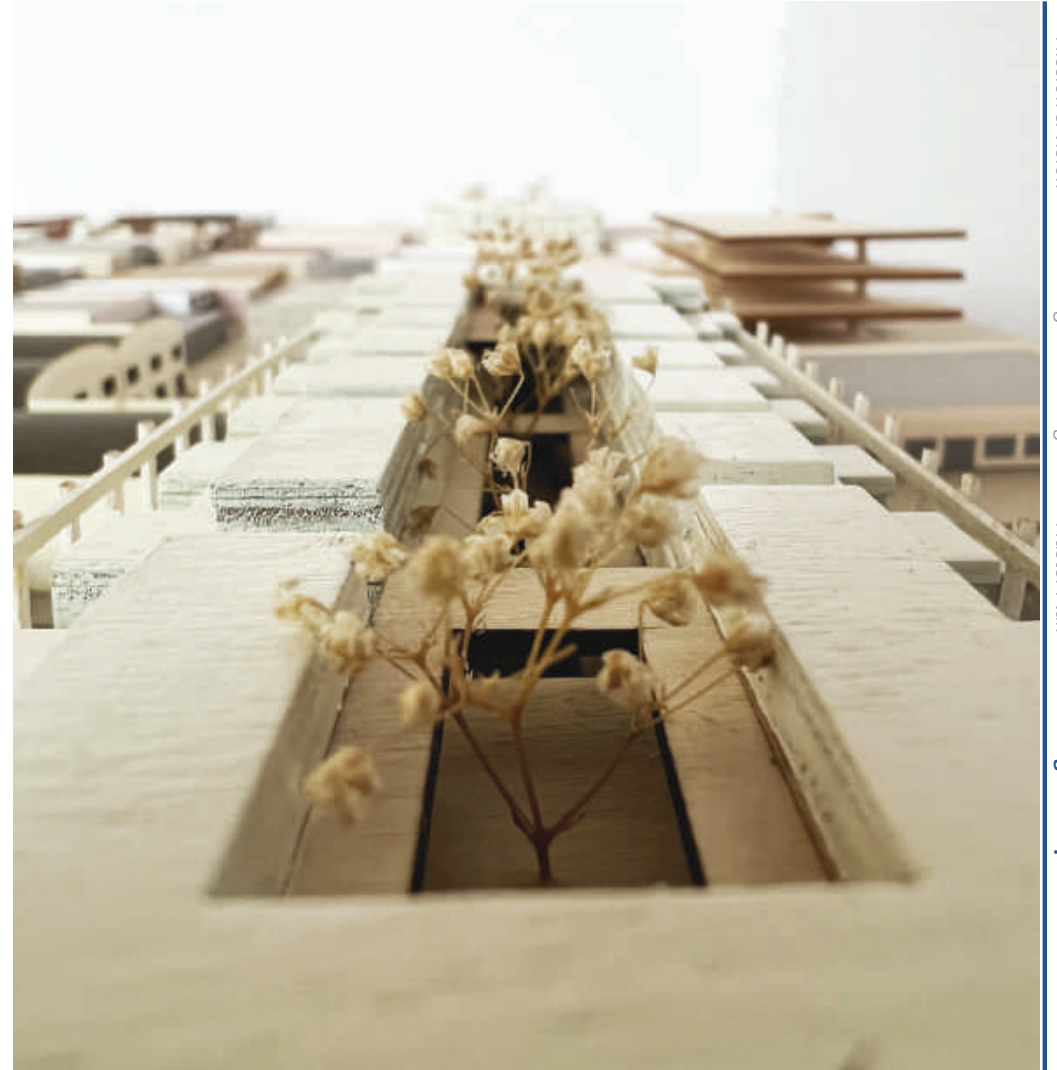
V. Treehouse North

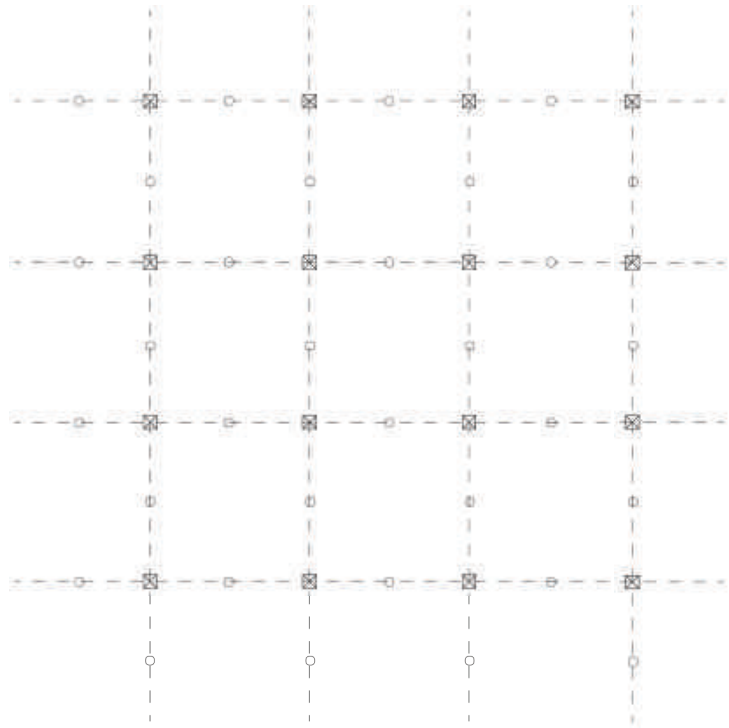
Design Goals

Modularity

Dynamic Shared Spaces

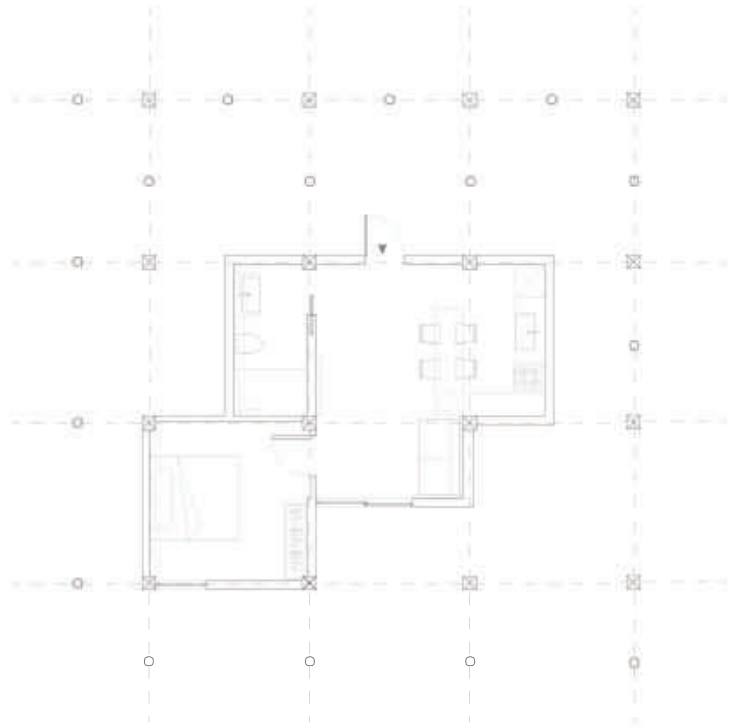
Biophilic Environment





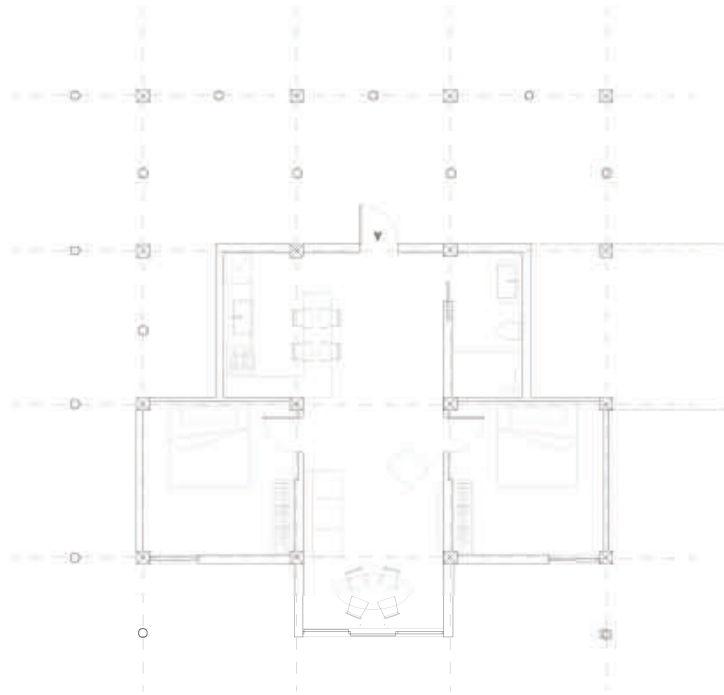
12ft. x 12ft. grid

Unit Catalog



*1 bedroom
470 sq. ft.*

Unit Catalog



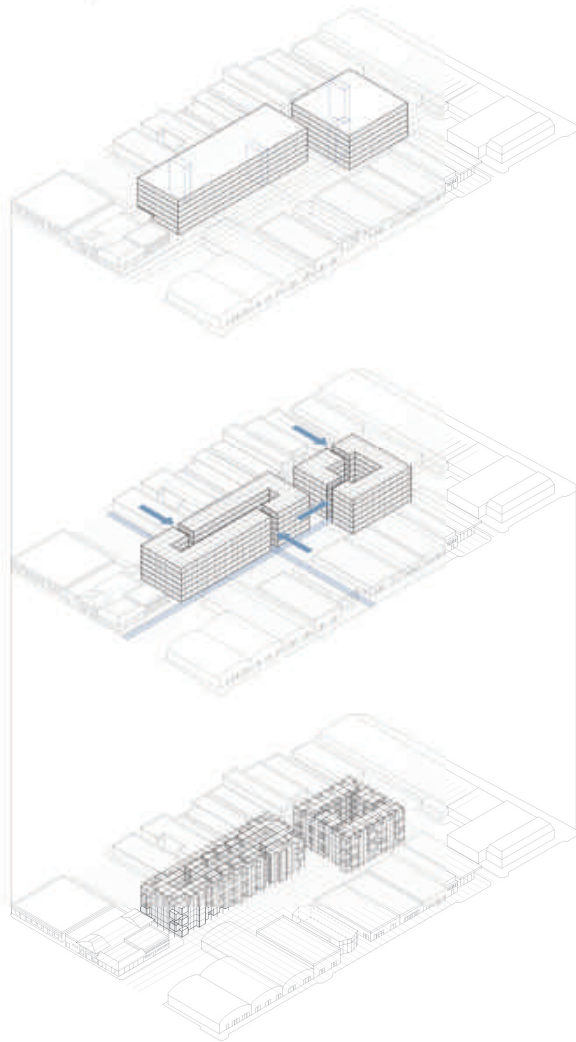
*2 bedroom
753 sq. ft.*

Unit Catalog

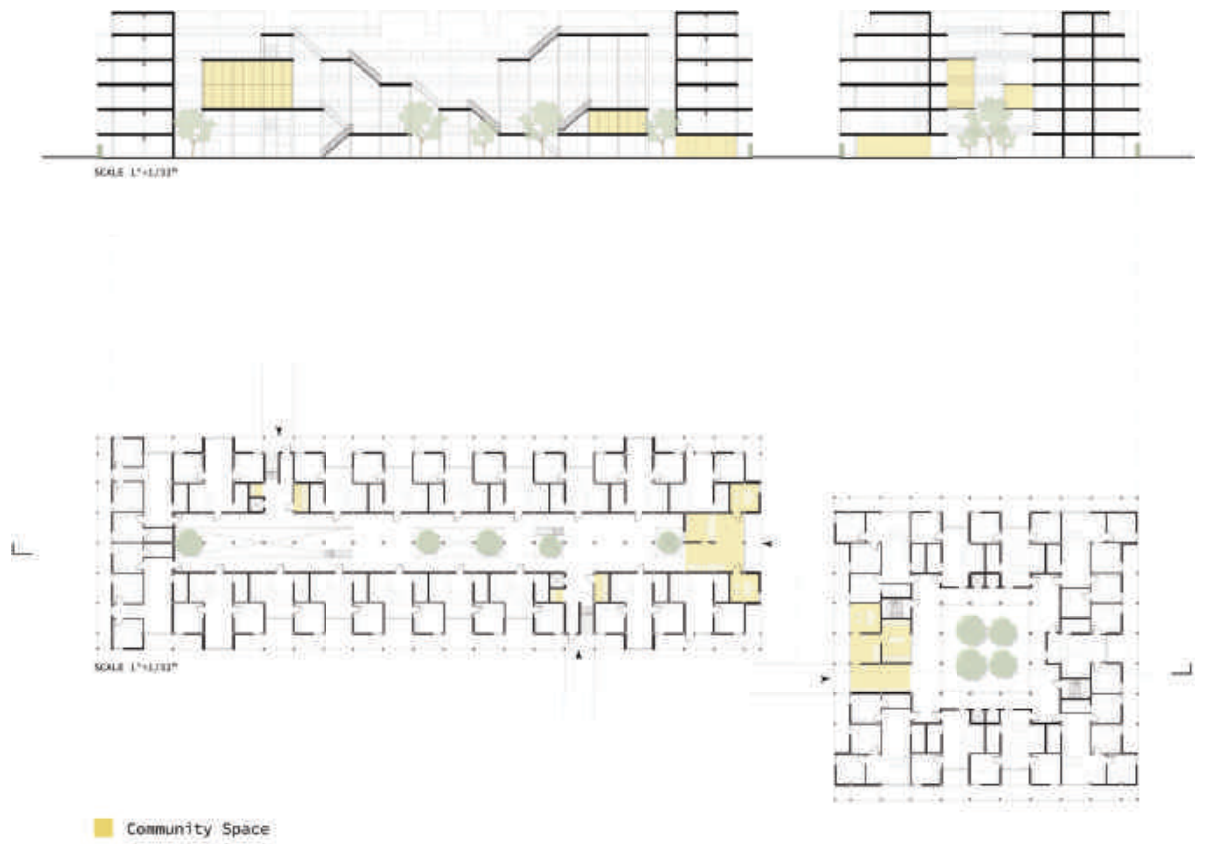


*3 bedroom
943 sq. ft.*

Unit Catalog



Facade View
concept evolution



Section and Ground Plan
community space



View and Elevation
community space



Section Perspective
roof-wall details

City Goals

- Housing Affordability (345 Units)
- Replacement Parking (100%)
- Downtown Reactivation

City Goals

Housing Affordability (~~345~~³⁶⁵)

Replacement Parking (~~100%~~^{80%})

Downtown Reactivation

+ Sustainability + Optionality + Multigenerational Program

Menlo Crossing



Thank You

Thank You

Sally Greenberg	Enterprise Community Partners
Angie Garling	Low-Income Investment Fund
Lily Berticevich	Low-Income Investment Fund
Wayne Chen	City of Mountain View
Lori Henning	Menlo Park Farmer's Market
Kyle Perata	City of Menlo Park
Joe Kirchofer	AvalonBay Communities
Blair Allison	Cahill Contractors
Karim Sultan	Affordable Development Executive

THE NEW MEDIUM

AT MENLO

MENLO PARK DOWNTOWN MASTERPLAN
BY PAAD



PAAD

WHO WE ARE

Planner KATE HAM

Architect JONO COLES

Architect SOPHIE SCHNIETZ

Developer REENA ZHANG



DEVELOPMENT MISSION

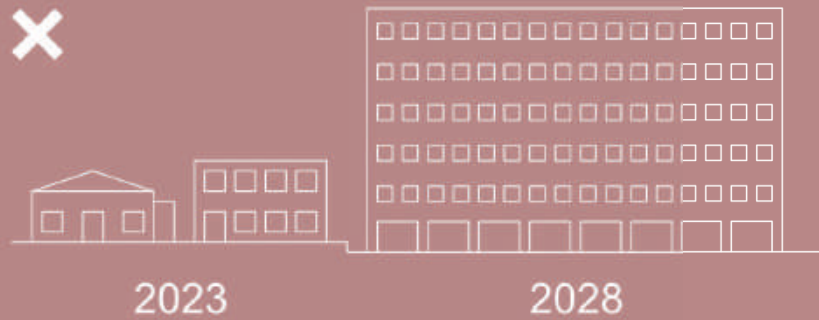
Cultivate a vibrant downtown that features...

a mixed-income, multi-generational community,

high density yet medium-rise affordable housing, and

activated outdoor spaces that integrate our development into Menlo Park's existing streetscape.





THE NEW MEDIUM

DESIGN PHILOSOPHY

High Density Housing

Cost Effective Building Strategies

Integrated Outdoor Space

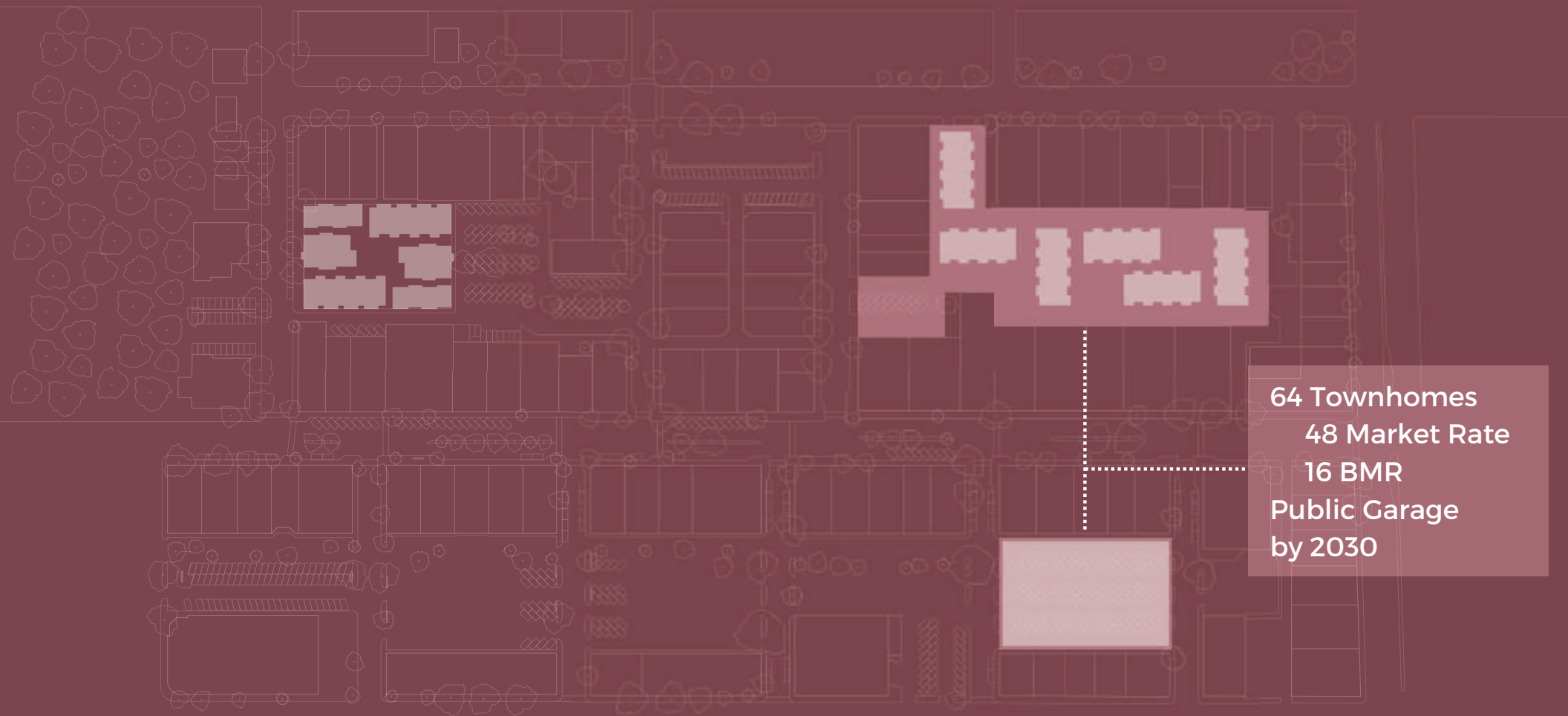
MASTER PLAN



91 Affordable
Large Family Units
in 2028

PHASE I

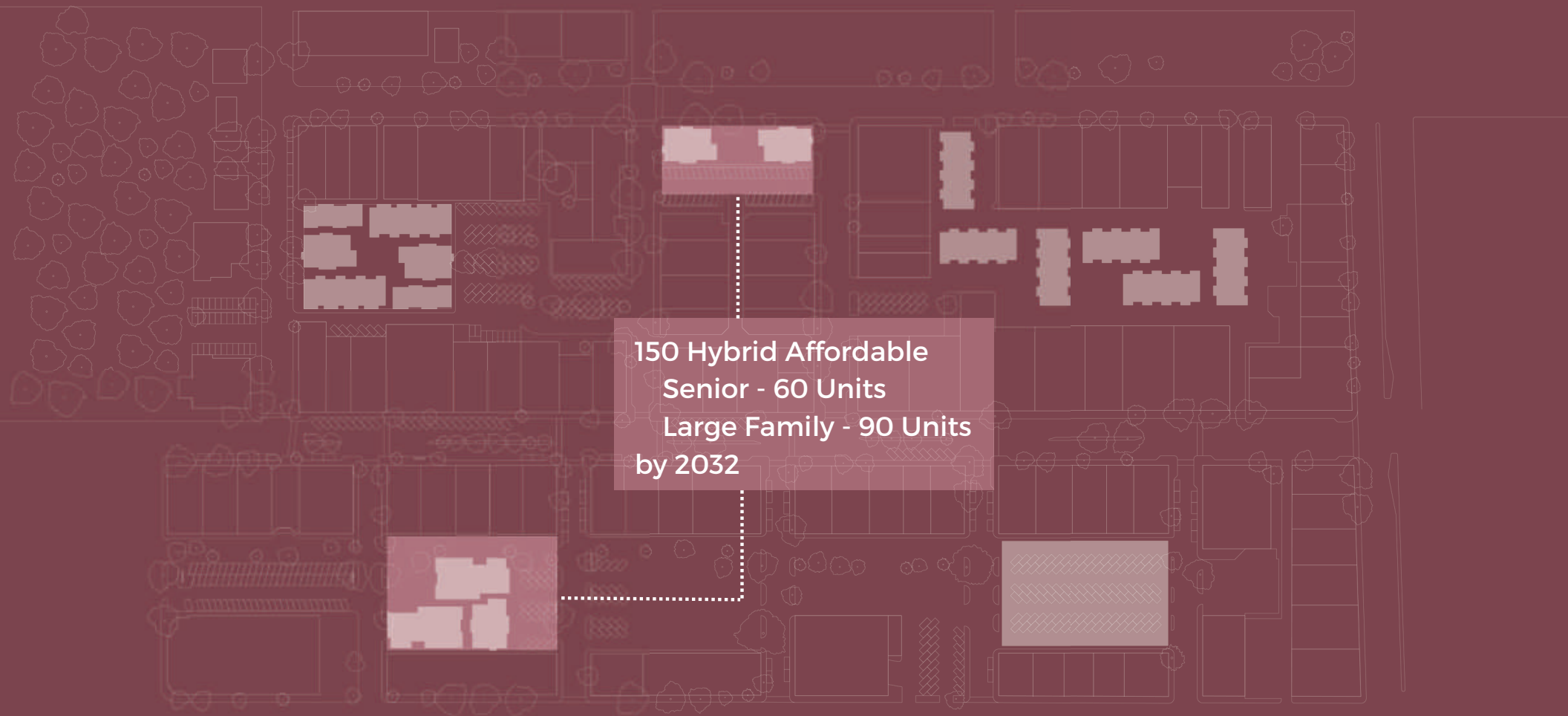
MASTER PLAN



64 Townhomes
48 Market Rate
16 BMR
Public Garage
by 2030

PHASE II

MASTER PLAN



150 Hybrid Affordable
Senior - 60 Units
Large Family - 90 Units
by 2032

PHASE III

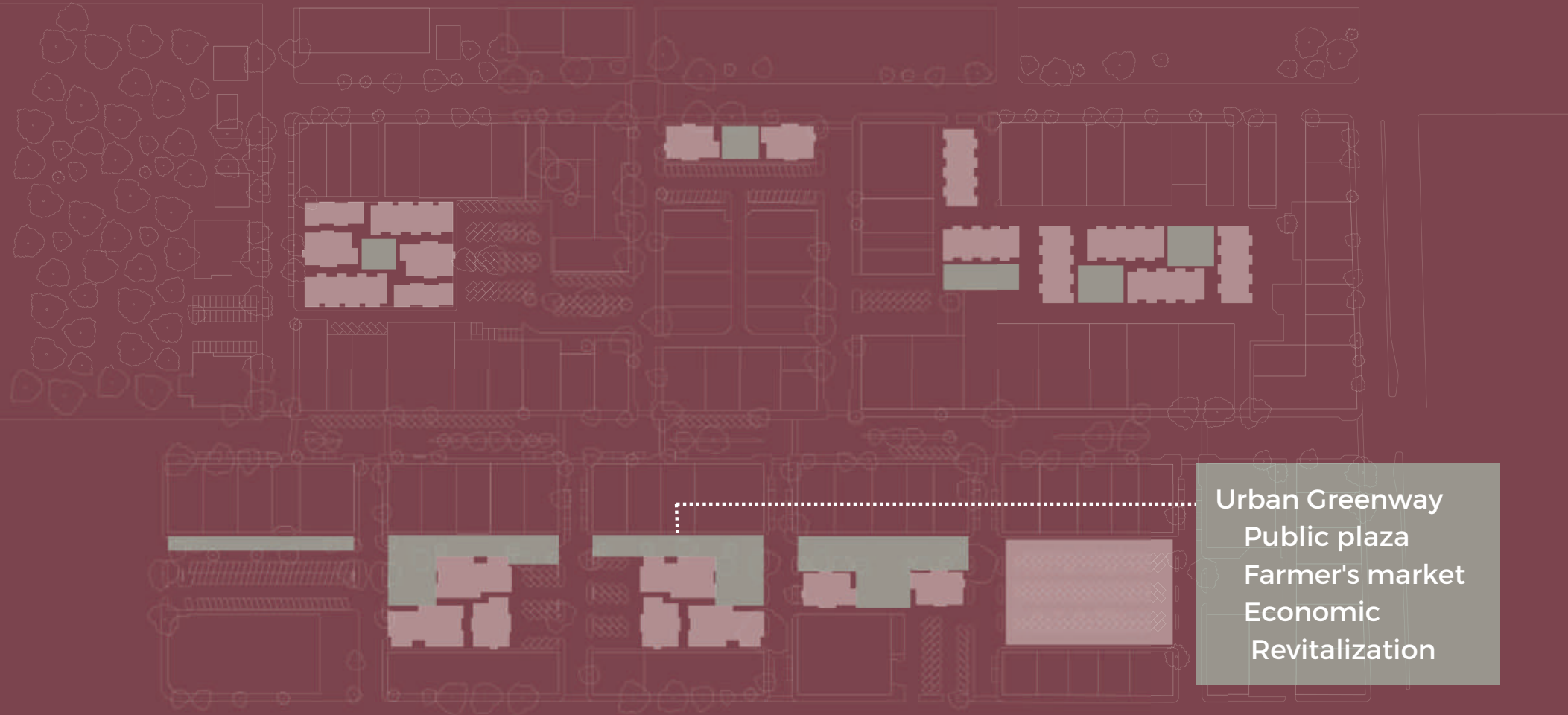
MASTER PLAN



Hybrid Affordable
9% Deal - 60 Units
4% Deal - 90 Units
by 2034

PHASE IV

MASTER PLAN



PHASE III & IV

MASTER PLAN OVERVIEW

453

Total Housing Units

400

Affordable Housing Units

49% AMI

Average Income AMI

150 DUA

Rental Apartments

608

Public Parking Spots

0.7 : 1

Replacement Public
Parking

RESIDENTS

- Large Families
- Seniors
- Veterans
- Special Needs
- Moderate-Income Families



COMMUNITY BENEFITS

Early Child Care Center

Senior Community Center

Urban Greenway

Public Plaza

Public Art

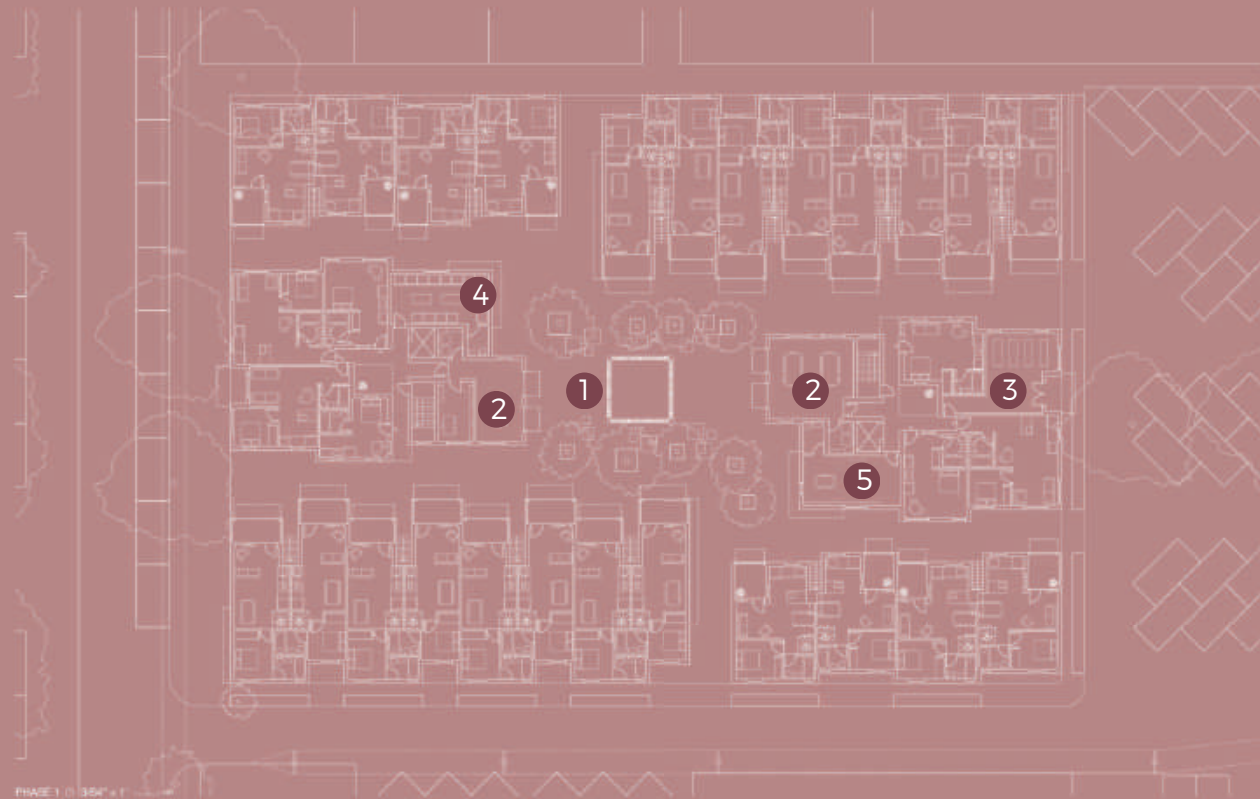
Public Parking Garage



PHASE I: LARGE FAMILY

- 91 units, 30%-60% AMI
- Studios, 1Bed, 2 Bed, 3 Bed
- 92% Efficiency
- 89 parking spots

1. Courtyard & Fountain
2. Community Room
3. Mail Room
4. Laundry
5. Resident Services

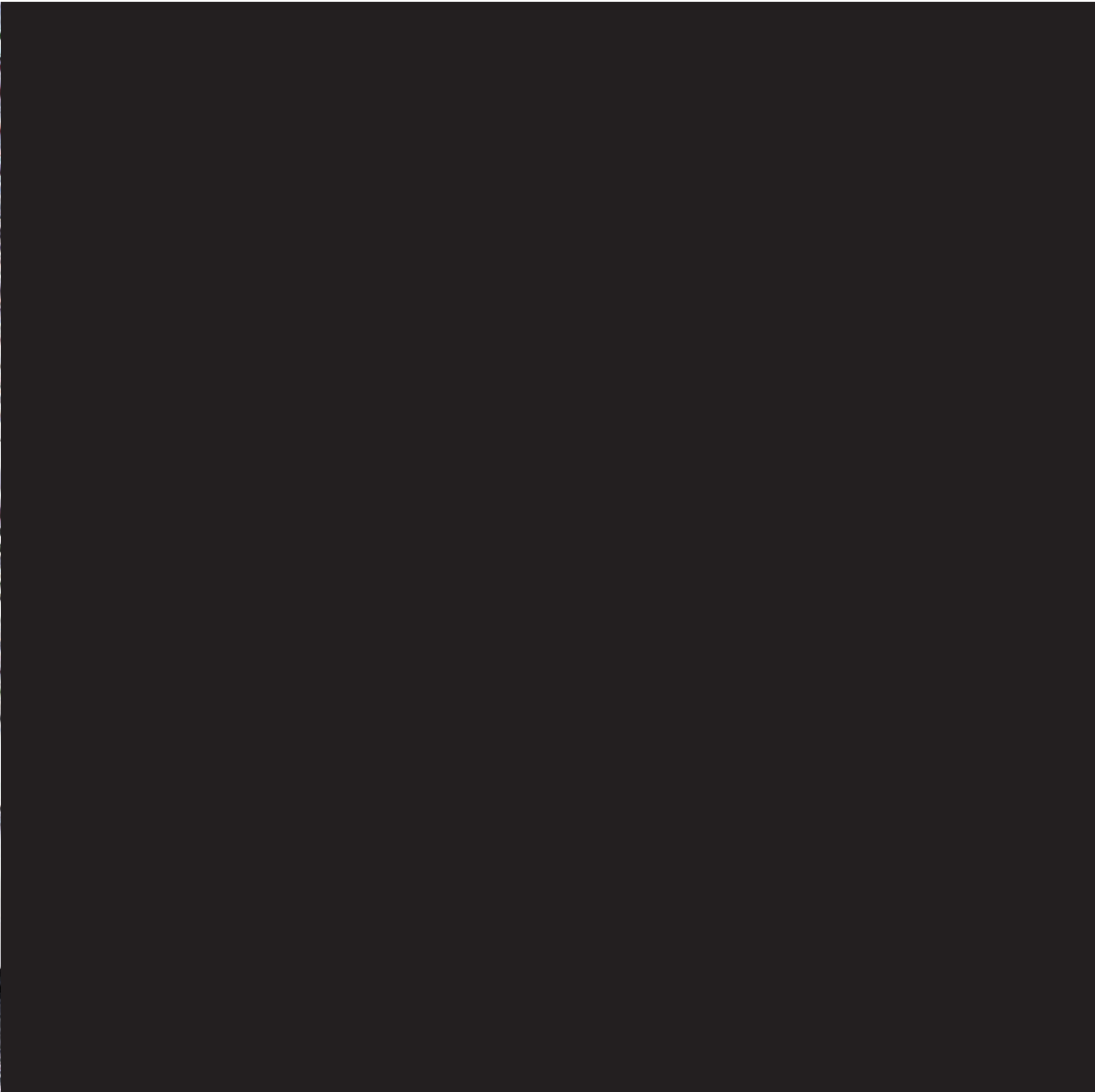
















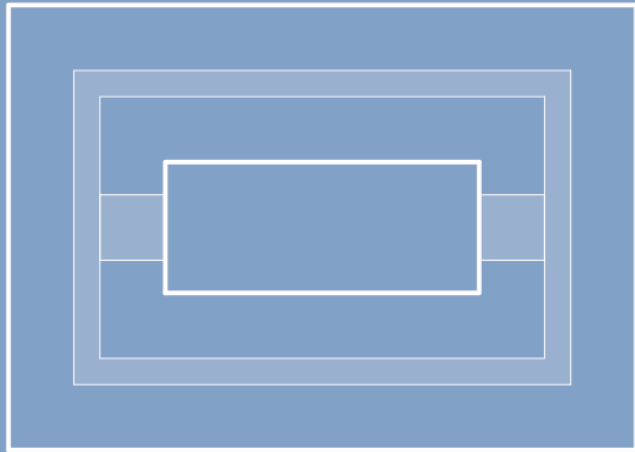








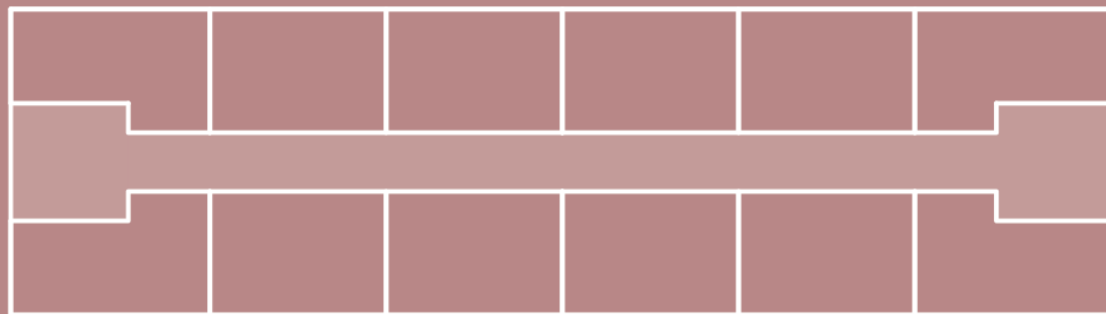




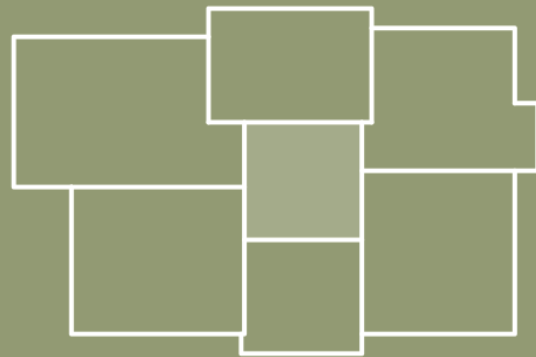
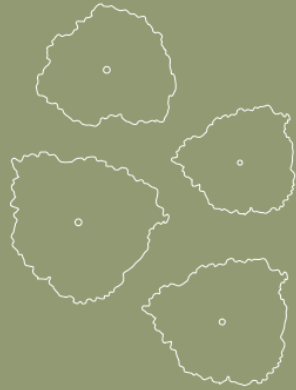
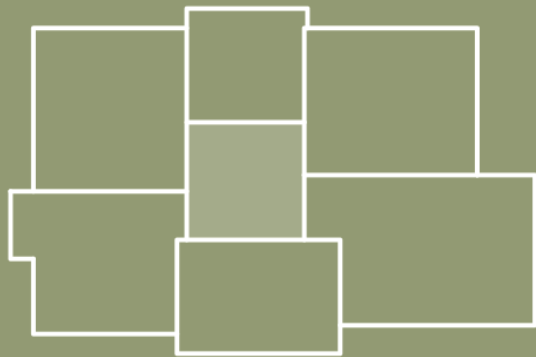
91 Units
90,000sqft
\$63M Hard Cost



91 Units
74,000sqft
\$52M Hard Cost

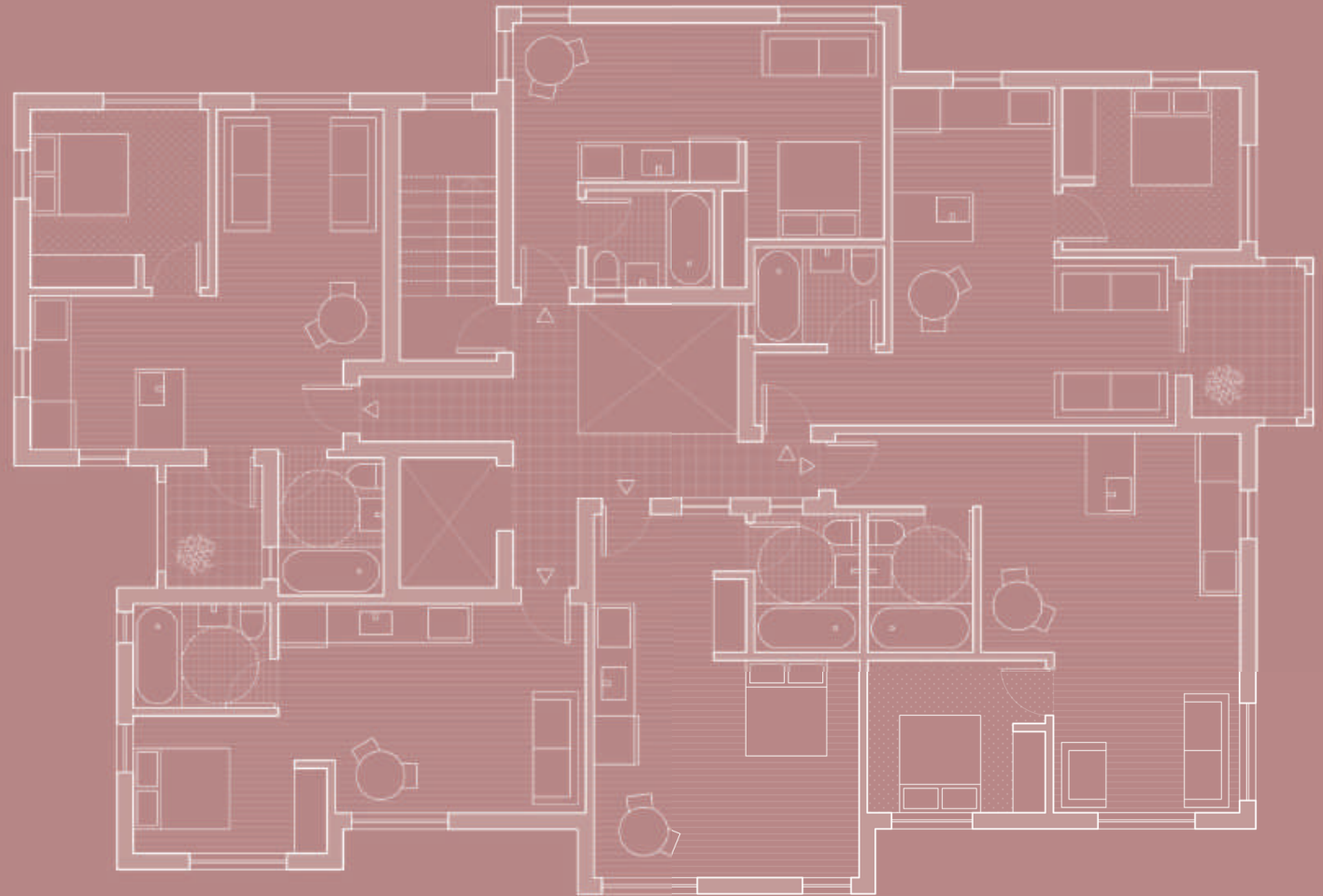


75% Efficiency



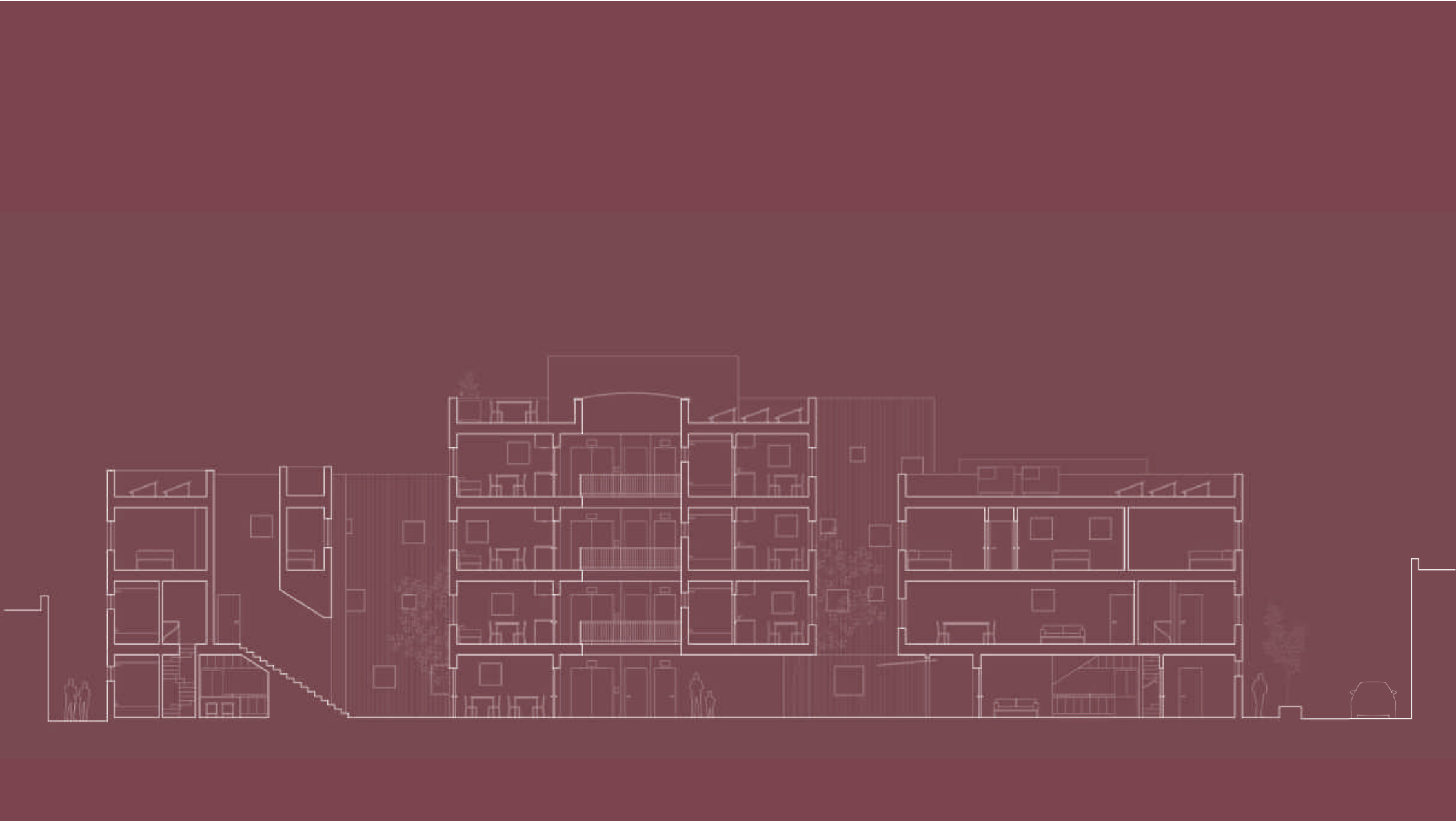
92% Efficiency

CA AB835



- 1 Means of egress for R-2
- Primary Author: Alex Lee
- Verdict Jan. 1, 2025

1, 2, 3F © 1/8" = 1' 



FINANCIAL SNAPSHOT

Master Plan			
\$492 MM			
Phase I	Phase II	Phase III	Phase IV
\$84 MM	\$102 MM	\$144 MM	\$162 MM
\$790 K / Door			

PHASE I

Cap Funding Highlight

- AHSC as back-up
- Solar Tax Credit - 45L

Resident Amenities

- Family Friendly Amenities
- Resident Service
- Case Manager



PHASE II

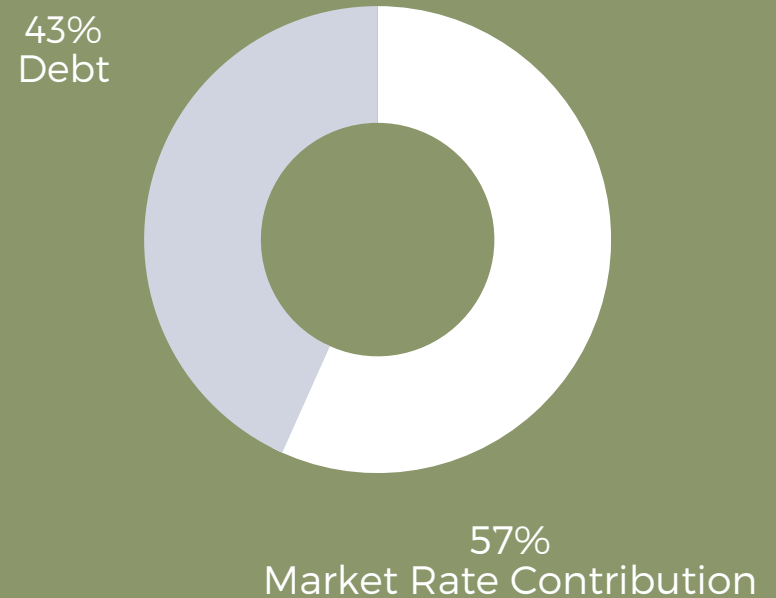
Townhomes

- 48 townhome for Sale
- 16 BMR townhome for Sale

Parking Garage

- 5-Story Public Parking Garage
- Fully-subsidized by townhomes development and debt leveraged from parking fees

Public Garage Funding Mix



PHASE III & IV

Funding Highlight

- Hybrid Deal Structure
- Shorten Development Timeline

Resident Amenities

- Senior Community Center
- Veteran Services
- Early Child Care Center
- Case Managers
- Shuttle to Menlo Park Community Campus

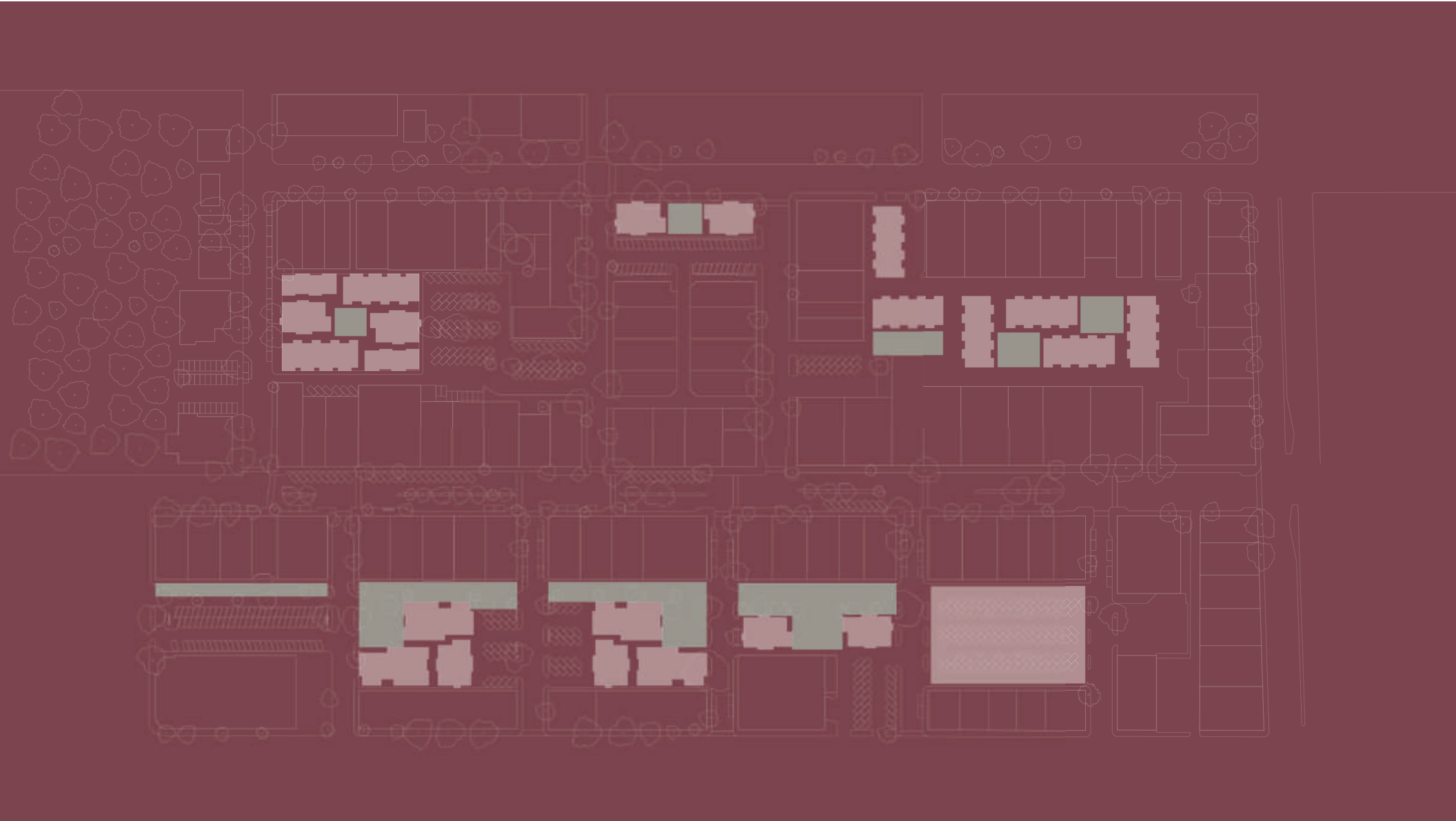


RECAP

WHAT MAKES THE NEW MEDIUM AT MENLO EXCEPTIONAL?

- Mixed-income
- Multi-generational
- Medium-rise, high density
- Efficiently Built
- Quality Living Space





Proclamation

RECOGNIZING MAY 21-27, 2023 AS PUBLIC WORKS WEEK

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and the well-being of the people of the City of Menlo Park; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector; and

WHEREAS, public works professionals are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the City of Menlo Park to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association; and

NOW, THEREFORE BE IT PROCLAIMED I, Jen Wolosin, Mayor, do hereby designate the week May 21 - 27, 2023 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Jen Wolosin, Mayor
May 9, 2023

Proclamation

MENTAL HEALTH AWARENESS MONTH MAY 2023

WHEREAS, mental health conditions are among the most common health conditions and more than half the world's population will live with a mental health condition in their lifetime; and

WHEREAS, in 2021, the U.S. Surgeon General issued a health advisory on the youth mental health crisis that has been further exposed by the COVID-19 pandemic; and

WHEREAS, one out of every 24 Californians with a serious mental health condition have difficulty functioning in everyday life and if left untreated, have life expectancies 25 years shorter than the general population; and

WHEREAS, every day, millions of people face stigma related to mental health and substance use conditions and may feel isolated and alone, going years before receiving any help, and communities of color with mental health conditions are less likely to receive mental health services compared to their white counterparts; and

WHEREAS, mental health and substance use conditions are treatable health conditions, and people who have mental health and substance use conditions can recover and lead full and meaningful lives; and

WHEREAS, this year's May Mental Health Month theme, #Share4MH, encourages everyone to take actionable steps towards addressing mental health and substance use conditions by sharing self-care and mental wellness practices and unpacking harmful stigma around mental health; and

WHEREAS, in 2022, Menlo Park joined the San Mateo County Mayors Mental Health Initiative where mayors across the 20 cities in San Mateo County have come together with the mission of promoting awareness of and access to mental health resources in their communities; and

WHEREAS, the Menlo Park's City Council wishes to increase the public's knowledge of signs and symptoms of mental health and substance use conditions, professional and self-help resources and self-care practices; and

NOW, THEREFORE, BE IT PROCLAIMED, I, Jen Wolosin, Mayor of the City of Menlo Park, on behalf of the City Council and City, hereby recognize May 2023 as Mental Health Awareness Month, to enhance public awareness of mental health to help end the stigma and direct members of the community to resources and support for mental health and substance use conditions.

Jen Wolosin, Mayor
May 9, 2023

Proclamation

RECOGNIZING MAY 2023 AS BIKE MONTH

WHEREAS, National Bike Month was established in 1956 to recognize the month of May as an annual recognition of bicycling as a convenient, fun, popular, and healthy form of transportation in the United States; and

WHEREAS, the City of Menlo Park acknowledges that whether traveling to work, school, or simply running errands, bicycling is an integral commute mode in the multimodal transportation network which alleviates traffic congestion, reduces air pollution, and decreases fuel consumption; and

WHEREAS, bike-to-work, bike-to-school and bike-to-whenever days have proven effective in promoting adults and children to bicycle and educating residents about the environmental importance and many benefits of biking to work, school or wherever regularly; and

WHEREAS, the City of Menlo Park encourages both its residents and visitors to bike in order to improve air quality, reap the health benefits of cycling and to reduce overall traffic congestion; and

WHEREAS, the City of Menlo Park Safe Routes to School program encourages children to bicycle and walk to school to develop life-long skills and independence; and

WHEREAS, the City of Menlo Park has repeatedly demonstrated its commitment to Vision Zero and Complete Streets by actively working to build out its biking infrastructure to enable safer travel by people of all ages and abilities; and

WHEREAS, the Bay Area will participate in the 12th Annual National Bike-to-School Day on Wednesday, May 3, 2023 and the 29th Annual Bike-to-Work/Wherever Day event on Thursday, May 18, 2023 partnering with local bicycle coalitions, public school districts, private schools, and non-profit agencies in promoting a month-long message that bicycling is a fun, healthy, and environmentally viable form of transportation; and

NOW, THEREFORE, BE IT PROCLAIMED, I, Jen Wolosin, Mayor of the City of Menlo Park, on behalf of the City Council and City, do hereby proclaim the month of May 2023 as Bike Month in the City of Menlo Park.

Jen Wolosin, Mayor
May 9, 2023

Proclamation

JEWISH AMERICAN HERITAGE MONTH

WHEREAS, President George W. Bush issued the first Presidential Proclamation in 2006 designating May as Jewish American Heritage Month and every United States president since that time has issued similar proclamations annually; and

WHEREAS, for centuries, Jewish refugees fleeing oppression and discrimination abroad have fought for religious freedom, defining bedrock principles upon which America was built; and

WHEREAS, Union soldiers celebrated Passover in the midst of the Civil War, Jewish suffragists fought to expand freedom and justice, and Jewish faith leaders linked arms with giants of the Civil Rights Movement to demand equal rights for all; and

WHEREAS, Jewish Americans enrich every part of American life as educators and entrepreneurs, athletes and artists, scientists and entertainers, public officials and activists, labor and community leaders, diplomats and military service members, public health heroes, and more; and

WHEREAS, there is also a history of racism, bigotry, and other forms of injustice towards Jewish Americans, including attacks on synagogues, bricks thrown through windows of Jewish businesses, swastikas defacing cars and cemeteries, Jewish students harassed on college campuses, and antisemitic conspiracy theories are rampant online; and

WHEREAS, our communities strive to heal these wounds and overcome these challenges, acknowledging and celebrating the crucial contributions that Jewish Americans have made to our collective struggle for a more just and fair society; and

WHEREAS, the City of Menlo Park recognizes both the continuity of the Jewish people and the intergenerational responsibility we have to heal the community for our children; and

WHEREAS, during Jewish American Heritage Month, we honor Jewish Americans who, inspired by Jewish values and American ideals, have engaged in the ongoing work of forming a more perfect union; and

NOW, THEREFORE, BE IT PROCLAIMED, I, Jen Wolosin, Mayor of the City of Menlo Park, on behalf of the City Council and City, hereby recognize May 2023 as Jewish American Heritage Month in celebration of the enduring heritage of Jewish Americans, whose values, culture, and contributions have helped to shape our character as a Nation.

Jen Wolosin, Mayor
May 9, 2023

Proclamation

ASIAN AMERICANS AND PACIFIC ISLANDERS HERITAGE MONTH MAY 2023

WHEREAS, California is home to more than 6 million individuals of Asian or Pacific Islander descent, and Asian Americans and Pacific Islanders (AAPI) hold the fastest population growth rate among all racial and ethnic groups in our country; and

WHEREAS, the AAPI community has a long and rich history in California, migrating during the Gold Rush Era and planting their roots in the San Francisco Bay Area ever since, brave immigrants who, motivated by the promise of possibilities, picked up their lives and found new homes here; and

WHEREAS, a number of policies – including the 1882 Chinese Exclusion Act, the internment of Japanese Americans, and the “alien ineligible for citizenship” status imposed on Asian immigrants into the 1950s and 1960s – have been systemic and wrongful violations of their rights; and

WHEREAS, the perseverance, hope, and hard work of the APPI community as artists and activists, educators and elected officials, service men and women and business owners, and more has enriched our communities and helped to drive our communities forward; and

WHEREAS, despite the immeasurable ways Asian American and Pacific Islanders enrich this country, we continue to see persistent racism, harassment, and hate crimes that have left too many families afraid to leave their homes and too many loved ones traumatized; and

WHEREAS, in the aftermath of the devastating murder of eight victims in Atlanta, six of whom were women of Asian descent, and the shootings in Monterey Park and Half Moon Bay, we have grieved with our AAPI friends and neighbors and witnessed their resilience, heroism, and courage; and

WHEREAS, it is imperative that we confront past and present racism and fight for the safety and inclusion of our APPI friends and neighbors and acknowledge that AAPI communities are an invaluable part of the rich fabric of our communities at large; and

NOW, THEREFORE, BE IT PROCLAIMED, I, Jen Wolosin, Mayor of the City of Menlo Park, on behalf of the City Council and City, hereby recognize May 2023 as Asian American and Pacific Islander Heritage Month in celebration of the diversity of cultures, breadth of achievement, and remarkable contributions of the AAPI community.

Jen Wolosin, Mayor
May 9, 2023



REGULAR MEETING MINUTES – DRAFT

Date: 4/4/2023
Time: 6:00 p.m.
Locations: Teleconference and
Belle Haven Branch Library
413 Ivy Dr., Menlo Park, CA 94025

Regular Session

A. Call To Order

Mayor Wolosin called the meeting to order at 6:08 p.m.

B. Roll Call

Present: Combs, Doerr, Nash, Taylor, Wolosin
Absent: None
Staff: City Manager Justin I. C. Murphy, City Attorney Nira F. Doherty, Assistant to the City Manager/City Clerk Judi A. Herren

C. Agenda Review

None.

D. Public Comment

- Darryl spoke on their organization, which works to house Menlo Park homeless.
- Pam Jones requested that additional public engagement be done outside of digital/online, an evaluation on current public engagement be conducted, and for the City to take into consideration the Latino population when scheduling public meetings.

E. Presentations and Proclamations

E1. Proclamation: Recognizing April 2023 as National Poetry Month (Attachment)

Mayor Wolosin introduced the proclamation (Attachment).

E2. Proclamation: Recognizing April 22, 2023 as Earth Day (Attachment)

Mayor Wolosin introduced the proclamation (Attachment).

F. Consent Calendar

F1. Accept the City Council meeting minutes for March 18, 2023 (Attachment)

F2. Award a construction contract to G. Bortolotto & Company, Inc., for the 2023 Street Resurfacing project (Staff Report #23-085-CC)

- F3. Authorize the city manager to execute a service agreement with Caltrain to advance the Middle Avenue Caltrain crossing project (Staff Report #23-086-CC)

ACTION: Motion and second (Taylor/ Nash), to approved the consent calendar, passed unanimously.

G. Public Hearing

- G1. Consider an appeal of the Planning Commission approval of a use permit to demolish an existing single-story, single-family residence and construct a new two-story residence with an attached garage on a substandard lot at 440 University Drive (Staff Report #23-097-CC)

Associate Planner Chris Turner made a presentation (Attachment).

Appellant Elizabeth Houck made a presentation (Attachment).

Applicant Aaron Hollister made a presentation (Attachment).

Appellant Elizabeth Houck made a rebuttal.

Mayor Wolosin opened the public hearing.

- Jenny Michel spoke in support of an ADU (accessory dwelling unit) for multi-family and increased labor stabilization.

Mayor Wolosin closed the public hearing.

The City Council received clarification on substandard width in the R-1-U (Single Family Urban Residential) zoning district, Planning Commission's original decision, relocating the proposed project two or two and a half feet, engagement between the applicant and neighbor, and the number of projects in Menlo Park currently worked on by the applicant.

The City Council discussed City Council options and substandard lot current requirements.

ACTION: Motion and second (Doerr/ Nash), to adopt a resolution denying the appeal and upholding the Planning Commission's approval of a use permit to demolish an existing one-story, single-family residence and construct a new two-story residence with an attached garage on a substandard lot with regard to minimum lot width and area in the R-1-U (Single Family Urban Residential) zoning district located at 440 University Drive, passed unanimously.

H. Regular Business

- H1. Provide direction on the proposed programming plan elements for the Menlo Park Community Campus (Staff Report #23-087-CC)

Library and Community Services Director Sean Reinhart, Interim Assistant Community Services Director Rondell Howard, and Library and Community Services Supervisor Natalya Jones made a presentation (Attachment).

- Jacqui Cebrian spoke in support of programming with input from the Parks and Recreation and Library Commissions, prioritizing Menlo Park residents, and recognizing input from Belle Haven

neighborhood residents.

- Sheryl Bims with donated time from Harry Bims spoke on blending the public and private project and in support of the library public services, green initiative programs.
- Rose Bickerstaff spoke on the controversy for naming the new facility and ways to consider and respect the community.
- Kenneth Harris spoke on naming the new community center Onetta Harris and in support of the programming process.

The City Council took a recess at 8 p.m.

The City Council reconvened at 8:21 p.m.

The City Council received clarification on who the facility will serve and how to prioritize residents, seniors, and the Belle Haven community, options at the center for food and beverage, the Working Group timeline, and resident and non-resident rates.

The City Council discussed the subcommittee considerations and recommendations, covered senior outdoor area, senior community engagement, field use approval, student inclusion and access, aquatics services best practices, providing and accessibility to technology, ways to prioritize programming and implementing to accomplish as many programs as possible, utilizing the electronic signboard with meeting information, increasing public engagement and working with non-profits, a focus on the things that can be delivered well, designing programs for the Belle Haven community, Red Cross Emergency Shelter information and acknowledgment, and electric activity shuttles.

The City Council directed staff to research food and beverage options, Civics 101 and environmental education, updating the facility rental policy to minimize corporate rentals, annual or half-year report out on resident access to public amenities (e.g., tennis and pickleball courts and fields).

- H2. Receive and file report on labor relations and receive public input on upcoming labor negotiations with Service Employees International Union Local 521 and American Federation of State, County and Municipal Employees Local 829 (Staff Report #23-070-CC)

Administrative Services Director Brittany Mello made the presentation.

The City Council received clarification on the process of labor negotiations.

ACTION: Motion and second (Combs/ Doerr), to receive and file report on employee compensation and receive public input on upcoming labor negotiations with (SEIU) and (AFSCME), passed unanimously.

I. City Council Initiated Items

- I1. Direction on advisory body and commissioner stipends (Staff Report #23-088-CC)

- Pam Jones spoke in support of the consideration of commissioner stipends.
- Adina Levin spoke in support of the consideration of commissioner stipends and the creation of an interpretation and translation policy.

The City Council received clarification on the options before the City Council.

The City Council discussed stipends for CalPERS credit, stipend piloting with the Planning Commission, and fiscal and infrastructure impacts resulting for a stipend.

The City Council directed the following to be researched:

- Flat stipend at \$200 month
- Pilot with Planning Commission
- Starting at the 2024 annual advisory body recruitment
- Return to City Council after completion of the pilot

ACTION: Motion and second (Wolosin/ Taylor), to direct staff to build in the budget development a stipend for \$200 a month as a pilot for Planning Commission beginning April 2024, 4-1 (Combs dissenting).

J. Informational Items

- J1. City Council agenda topics: April 18 – May 9, 2023 (Staff Report #23-092-CC)
- J2. Update on Belle Haven traffic calming plan implementation (Staff Report #23-089-CC)
- J3. Belle Haven School redesign update – Ravenswood City School District (Staff Report #23-090-CC)
- J4. Update on Kelly Park athletic field synthetic turf and track renovation project (Staff Report #23-093-CC)
- J5. Update on West Bay encroachment agreement for work near Bedwell Bayfront Park (Staff Report #23-094-CC)
 - Chris MacIntosh spoke on concerns on the trail closure and requested clarification on public engagement before the start of the project and parking impacts at Bedwell Bayfront Park.

The City Council received clarification on trail closures, public engagement, and parking impacts at Bedwell Bayfront Park

K. City Manager's Report

City Manager Justin Murphy reported out on the next City Council meeting on April 18.

L. City Councilmember Reports

City Councilmember Combs reported out on the heritage tree ordinance.

City Councilmember Nash reported out on Environmental Quality Commission subcommittee.

Mayor Wolosin reported out on upcoming Love our Earth festival on April 22 and a progress seminar hosted by San Mateo County Chamber of Commerce on April 21.

M. Adjournment

Mayor Wolosin adjourned the meeting at 10:04 p.m.

Judi A. Herren, Assistant to the City Manager/City Clerk



SPECIAL MEETING MINUTES – DRAFT

Date: 4/18/2023
Time: 6:00 p.m.
Locations: Teleconference and
City Council Chambers
751 Laurel St., Menlo Park, CA 94025

Regular Session

A. Call To Order

Mayor Wolosin called the meeting to order at 6:06 p.m.

B. Roll Call

Present: Combs, Doerr, Nash, Taylor, Wolosin
Absent: None
Staff: City Manager Justin I. C. Murphy, City Attorney Nira F. Doherty, Assistant to the City Manager/City Clerk Judi A. Herren

C. Special Business

C1. Interviews of Planning Commission applicants (Attachment)
(Note: No action will be taken at this meeting. Appointments are scheduled for the April 25, 2023 City Council meeting.)

The City Council interviewed the following Planning Commission applicants:

- Paul Studemeister
- Andrew Ehrich
- Ross Silverstein
- Katie Ferrick

D. Closed Session

D1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Paragraph (1) of subdivision (d) of Section 54956.9

Name of case: Tobias Kunze and Liliana Kunze Briseno v. City of Menlo Park (Case No. 3-CIV00590)

- Richard Heintze spoke in support of the removal of the “dangerous dog” designation to the Kunze’s dog.
- Stacy Deks spoke in support of the removal of the “dangerous dog” designation to the Kunze’s dog.
- Jenna McGrath spoke in support of the removal of the “dangerous dog” designation to the Kunze’s dog.
- Scott Stocker spoke in support of the removal of the “dangerous dog” designation to the Kunze’s dog.

- Scout Tweedie-Yates spoke in support of the removal of the “dangerous dog” designation to the Kunze’s dog.
- Candace Hathaway spoke in support of new mechanisms to manage neighbor disputes.
- Steve Schmidt spoke in support of the removal of the “dangerous dog” designation to the Kunze’s dog.
- Kathleen Hohalek spoke in support of the removal of the “dangerous dog” designation to the Kunze’s dog.
- Deborah Denny, through Scout Tweedie-Yates, spoke in support of the removal of the “dangerous dog” designation to the Kunze’s dog.
- Preeti Sharma requested information on the number of animal control hearing conducted by San Mateo County.
- Nancy Tomkins spoke in support of the removal of the “dangerous dog” designation to the Kunze’s dog.

D2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
(One potential case)

D3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (One potential case)

E. Adjournment

Mayor Wolosin adjourned to the closed session at 7:26 p.m.

Mayor Wolosin adjourned the meeting at 11:25 p.m.

Judi A. Herren, Assistant to the City Manager/City Clerk



STAFF REPORT

City Council

Meeting Date:

5/9/2023

Staff Report Number:

23-107-CC

Consent Calendar:

Confirm Complete Streets Commission recommendation to make the Ravenswood Avenue bike lane pilot permanent

Recommendation

Staff recommends that the City Council confirm the recommendation from the Complete Streets Commission (CSC) to make the Ravenswood bike lane pilot permanent as part of the resurfacing of Ravenswood Avenue, which began at the end of April 2023 and will be complete by June 2023.

Policy Issues

This project is consistent with policies stated in the General Plan Circulation Element (e.g., CIRC-1.2, CIRC-1.7, CIRC-2.7, etc.). These policies seek to maintain a safe, efficient, attractive, user-friendly circulation system that promotes a healthy, safe and active community and quality of life throughout Menlo Park. It is also consistent with the City's Transportation Master Plan. This project is included in the City's five-year Capital Improvement Program (CIP).

Background

Ravenswood Avenue, from El Camino Real to Middlefield Road, is classified as an Avenue – Mixed Use in the General Plan Circulation Plan, which is intended to provide balanced service for people on all modes. It is a primary east-west route in the City, providing access to key destinations including the Menlo Park Caltrain Station, downtown Menlo Park, Burgess Park, Civic Center and Menlo-Atherton High School. It is a primary emergency response route that is signed for 25 miles per hour between El Camino Real and Laurel Street. This route also serves local businesses and residential units.

On March 9, 2022, the CSC received an update on the Ravenswood Avenue resurfacing project, including the project scope and potential pedestrian and bicycle enhancements. The project will resurface Ravenswood Avenue between El Camino Real and Laurel Street. The CSC unanimously supported implementing pedestrian and bicycle enhancements that could be implemented by reducing automobile lane widths and piloting improvements that require eliminating one of two westbound travel lanes on Ravenswood Avenue between Noel Drive and Alma Street, or approximately 300 feet.

On April 26, 2022, the City Council received an update on the Ravenswood Avenue resurfacing project and supported the same set of proposed improvements, including the pilot of the westbound bicycle lane and removal of one travel lane between Noel Drive and Alma Street. A hyperlink to the City Council staff report is provided as Attachment A. A schematic plan showing the changes supported by the CSC and City Council is included in Attachment B.

On Feb. 28, the City Council awarded a contract to Radius Earthwork, Inc. to resurface Ravenswood Avenue between El Camino Real and Laurel Street. The resurfacing project began at the end of April 2023

with completion expected by June 2023. The first phase of the resurfacing project includes reconstruction of curb ramps and the median.

After the concrete work is complete, the contractor will repave the street, which is anticipated to take place in late May. This work will require short-term closure of Ravenswood Avenue and is planned to be conducted on a weekend to limit the impact on traffic. After the resurfacing is complete, the final phase will be the replacement of the lane markings.

On March 2, staff worked with an on-call contractor to install the pilot of the westbound bike lane between Noel Drive and Alma Street. Staff began the pilot in advance of the resurfacing project to provide information to the CSC and City Council to inform the future design of the road.

Analysis

As described in the April 26, 2022, staff report to the City Council, staff identified several potential metrics to evaluate the pilot. Table 1 summarizes the data collected over the last several weeks, with a focus on vehicle queuing, community feedback and safety.

Table 1: Ravenswood Avenue pilot metrics			
Metric	Source	Variables	Preliminary findings
Morning / evening peak hour vehicular queues	Video observations	• Queue distance relative to Laurel Street	<ul style="list-style-type: none"> • When Caltrain gates are up, limited impact on queuing • When Caltrain gates are down for 2 or more minutes, vehicles have to wait a cycle to progress through the Ravenswood/Laurel signal
Pre- and post- pilot vehicular volumes (on Ravenswood Avenue and Oak Grove Avenue)	Counts	• Change in vehicular volumes	<ul style="list-style-type: none"> • Survey responses suggest some route shifting by drivers • Post-pilot volume data collection to be scheduled, pending City Council direction
Pre- and post- pilot bicycle volumes	Counts	<ul style="list-style-type: none"> • Change in bicycle volumes • Pedestrian crossing volumes at Alma Street 	<ul style="list-style-type: none"> • Staff have observed a small increase in bicycling along Ravenswood • Post-pilot volume data collected to be scheduled, pending City Council direction
Community feedback survey	Online survey	<ul style="list-style-type: none"> • Percent support • Perceived safety/comfort 	<ul style="list-style-type: none"> • Half of respondents who drive indicated no increase in congestion; respondents who do not use other modes more likely to indicate increased congestion • Nearly three quarters of bicyclists indicate increased feeling of safety
Bicycle and pedestrian collisions	Police department	• Number of collisions	<ul style="list-style-type: none"> • No collisions during pilot • Two total bicycle collisions since 2019

Queuing

Staff collected queuing data on Ravenswood Avenue in the westbound direction for the six weekdays from March 1 to March 8. This data was collected using video during the peak periods and included:

- Counts of the number of vehicles traveling in the westbound direction on Ravenswood Avenue
- The length of vehicle queues east of Noel Drive, including those that cross Laurel Street
- The number of pedestrians and bicyclists in the crosswalk across Ravenswood Avenue at Alma Street

- The times when the Caltrain gates were down

The data for March 1 are from before the pilot began. The pilot was then installed March 2, with the bike lane striping completed by midday. From the afternoon on, the data reflect the conditions with the pilot bike lane installed.

Attachment C provides a detailed summary of the data collected during the pilot period. Staff also conducted in person observations both during video data collection and during subsequent weeks. Key findings of the data collected and staff observations include:

- There were relatively few queuing issues March 1, before the pilot began.
- Construction activity March 2 led to substantial delays in the a.m. peak.
- During the p.m. peak period March 2, signal detection issues at Ravenswood Avenue and Laurel Street created substantial queuing.
- After pilot installation and resolution of signal detection issues, the removal of the travel lane did not create constant, continuous queuing. Each of the peak periods from March 3 to March 8 show one or two incidents where queuing spilled past Laurel Street, but these events were occasional and generally limited in duration.
- Queuing issues were most common when the Caltrain gates are down for an extended period and when there are relatively high vehicle volumes. These generally occur between 8:30 a.m. and 8:45 a.m. and between 5:30 p.m. and 5:45 p.m. At these times, vehicles trying to turn from northbound Laurel Street onto westbound Ravenswood Avenue sometimes have to wait for a signal cycle to make the turn, generally impacting five to 10 vehicles.
- Staff have observed a decline in overall traffic speed during this period.

Staff observations were consistent with the data shown in Attachment C. Staff conducted observations in the most impacted time periods for eight additional days.

Public survey

On March 15, staff released a public input survey about the bike lane pilot. Staff distributed the survey via the City's weekly digest, through signs with QR codes posted on Ravenswood Avenue, via social media, including posts to NextDoor by the City, and via a changeable message sign. The survey included questions about how people travel on Ravenswood Avenue, how frequently they travel, and their experience of Ravenswood Avenue since the start of bike lane pilot. It also included some demographic questions. Staff closed the survey April 28.

There were 204 responses to the survey, though several did not respond to all questions. Attachment D provides a report summarizing the responses to the survey and listing the comments received. Key findings from the survey include:

- Respondents use Ravenswood Avenue frequently (over half use it daily), for many different purposes, and using all different modes. Auto was the most frequent at 93%, but walking (52%) and bicycling (48%) were also common. Few respondents (12 total) used transit.
- Over half of people who drive on Ravenswood Avenue indicated that the pilot has had no impact on congestion, but 38% indicated that there was somewhat or much more congestion. Respondents who drive daily or who use Ravenswood Avenue to commute were somewhat more likely to say Ravenswood has become more congested. Respondents who drive but do not use other modes were much more likely to indicate there was increased congestion.
- About three quarters of respondents who bicycle indicated that the pilot increased bicycle safety. Less

than 5% of respondents indicated that bicycling safety was worse during the pilot.

- Over half of respondents who walked indicated that there was no change in crossing safety, with 37% indicating that it was somewhat or much safer to cross. The initial pilot did not include a wider median and staff did not expect there to be a noticeable change in crossing safety until the wider median is installed with resurfacing.
- Respondents who drive and live within walking distance of Ravenswood Avenue were more likely to say that congestion was somewhat or much worse (44% compared to 36%) and less likely to say that the pilot had no impact on congestion (46% compared to 55%).
- Respondents who live near Ravenswood Avenue and walk or bicycle expressed similar opinions about bicycle and pedestrian safety as respondents living elsewhere in the City.

Collisions

According to records from the police department, there have been 21 collisions since 2019 on Ravenswood Avenue between Laurel Street and Alma Street. The most recent recorded collisions on this segment of Ravenswood were in December 2022. From 2019 to 2023, there were two collisions between a motor vehicle and a bicycle, one in 2021 and one in 2022, both yielding minor injuries. Most collisions (14 of 21) were between two motor vehicles.

Since the pilot commenced, no collisions were reported to the police department on this segment of Ravenswood Avenue. Staff will continue to monitor collision records to identify if there is any change in collision patterns.

Complete Streets Commission review

On April 17, the CSC received an update on the pilot, including the queuing data described in this report and a preliminary report on the public survey. The current public survey report (Attachment D) has additional responses but the findings are substantially the same as in the report for at the CSC meeting.

For the CSC meeting, staff deployed a changeable message sign on Ravenswood Avenue to notify street users of the meeting and emailed individuals who expressed interest through the survey or reached out to staff. One public comment was received at the meeting asking if the goal of the pilot was to replace a lane with shared markings with an exclusive bike lane and the origin of the request. Staff confirmed that the intent of the pilot was to test installation of a permanent bike lane as the Noel Street to Alma Street location would be the only remaining gap in bicycle lanes once the pilot was complete.

The CSC received additional updates on the design of Ravenswood Avenue, the process for conducting outreach, how many vehicles fit within the lane converted to a bicycle lane, the ideal timing of a pilot, the opportunity cost of extending the pilot, and the potential impact of future Parkline development at the SRI site. CSC members also asked if there was an opportunity to extend the left turn pocket on westbound Ravenswood Avenue at Laurel Street, which staff is examining. Finally, the CSC asked that staff work to make it easier for residents to find surveys similar the one used for this project on the City's website.

The CSC voted unanimously (with one commissioner absent) to recommend making the pilot permanent. The CSC also requested that staff look at additional opportunities to enhance the safety of pedestrian crossings of Ravenswood Avenue at Alma Street and to update the CSC at a future meeting on what additional pedestrian safety elements were added.

Staff recommends that the City Council accept the CSC recommendation. The City Council could also direct staff to extend the pilot for six more months with additional data collection or to restore the street to the prior condition (i.e., two automobile lanes, no bicycle lanes, and a narrower median between Noel Street and

Alma Street). Restoring the prior condition would not require reconstructing concrete, only adjusting striping and bollards.

Impact on City Resources

Staff installed the pilot using existing resources from the City's on-call pavement contractor. The resurfacing of Ravenswood Avenue is included in the fiscal year 2022-23 capital improvement plan. Continuing the pilot would require additional staff time to collect data and prepare presentations to the CSC and City Council. If required, additional data would be collected using existing on-call traffic data collection contractors.

Environmental Review

The Ravenswood Avenue resurfacing project is categorically exempt under the California Environmental Quality Act (CEQA) Article 19, § 15301 Existing Facilities - Class 1. Class 1 allows for minor alterations of existing facilities, including highways and streets, sidewalks, gutters, bicycle and pedestrian access, and similar facilities, as long as there is negligible or no expansion of use.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Hyperlink – April 26, 2022 staff report: menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2022-meetings/agendas/20220426-city-council-agenda-packet.pdf#page=106
- B. Ravenswood Avenue bicycle lane additions
- C. Queuing analysis
- D. Public survey analysis

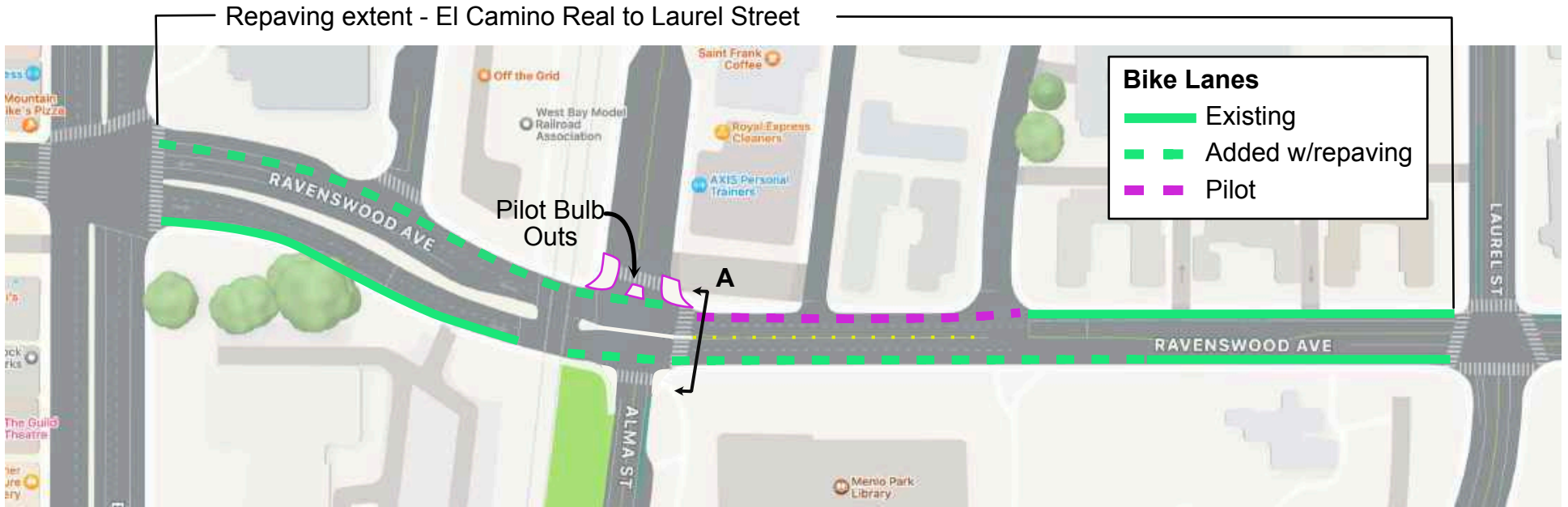
Report prepared by:

Hugh Louch, Assistant Public Works Director – Transportation

Report reviewed by:

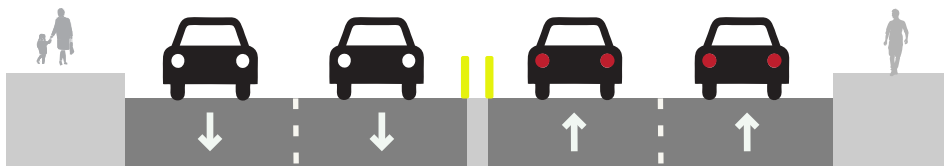
Nicole H. Nagaya, Deputy City Manager

Ravenswood Repaving Project: Bike Lane Pilot

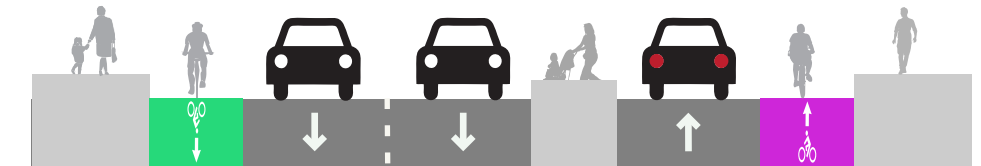


A - Cross Section At Pedestrian Crossing of Ravenswood

Existing



Enhanced Pedestrian Refuge



Pilot Bike Lane



MEMORANDUM

Date: 4/17/2023
To: Complete Streets Commission
From: Hugh Louch, Assistant Public Works Director – Transportation
Re: Ravenswood bike lane pilot queuing analysis

This memorandum summarizes the queuing analysis findings for the Ravenswood bike lane pilot being conducted in advance of resurfacing of Ravenswood Avenue between Laurel Street and El Camino Real.

The memo includes the following topics:

- Background
- Data collection
- Findings

Background

The Ravenswood bike lane pilot is exploring the addition of a bike lane on westbound Ravenswood Avenue between Noel Drive and Alma Street, a distance of about 300 feet. This pilot is being conducted as part of the Ravenswood resurfacing project, which will repave Ravenswood Avenue between Laurel Street and El Camino Real, and include a number of bicycle and pedestrian enhancements (Figure 1).

The resurfacing project will add bike lanes in two areas of the street that do not require any change in vehicle capacity:

- New bike lanes eastbound between the railroad tracks and the existing bike lanes near Laurel Street.
- New bike lanes on westbound Ravenswood between Alma Street and El Camino Real.

The project also included adding the remaining westbound bike lane gap between Noel Drive and Alma Street as a pilot because it requires removing one of the two westbound travel lanes. As part of this pilot, the project will provide a wider refuge median for pedestrians crossing Ravenswood Avenue at Alma Street.

The pilot elements were installed on March 2, in advance of resurfacing to test the impact of the automobile lane removal.

Figure 1. Ravenswood Resurfacing Bicycle and Pedestrian Enhancements



Data collection

This analysis is focused on the potential impact on vehicular queuing. To support this analysis, the City hired a data collection contractor to collect the following data:

- Counts of the number of vehicles traveling in the westbound direction on Ravenswood Avenue
- The length of vehicle queues east of Noel Drive, including those that cross Laurel Street
- The number of pedestrians and bicyclists in the crosswalk across Ravenswood Avenue at Alma Street
- The times when the Caltrain gates were down, including the duration

Data were collected during the a.m. and p.m. peak periods (7 a.m. to 9 a.m. and 4 p.m. to 6 p.m.) for 6 weekdays between March 1 and March 8, including:

- March 1 – before pilot started
- March 2 – the day the pilot was installed. Data from the a.m. peak reflect the impact of ongoing work during the peak period and data from p.m. peak reflect the installation of the bike lane. There were also signal detection issues and Laurel Street and Ravenswood Avenue that added delay.
- March 3 to March 8 – pilot was installed and signal was functioning normally.

Findings

The following charts show the data for each of the individual data items collected.

Vehicle counts

Vehicle volumes fluctuate throughout the a.m. and p.m. peak periods. In the morning, the volumes generally increased steadily until about 8:15 or 8:30 a.m., and then declined slightly (Figure 2). In the evening peak, volumes are more consistent across the period, with slightly higher volumes between 5 and 6 p.m. (Figure 3).

Figure 2. Auto Volumes by Day (AM Peak 5-min increments)

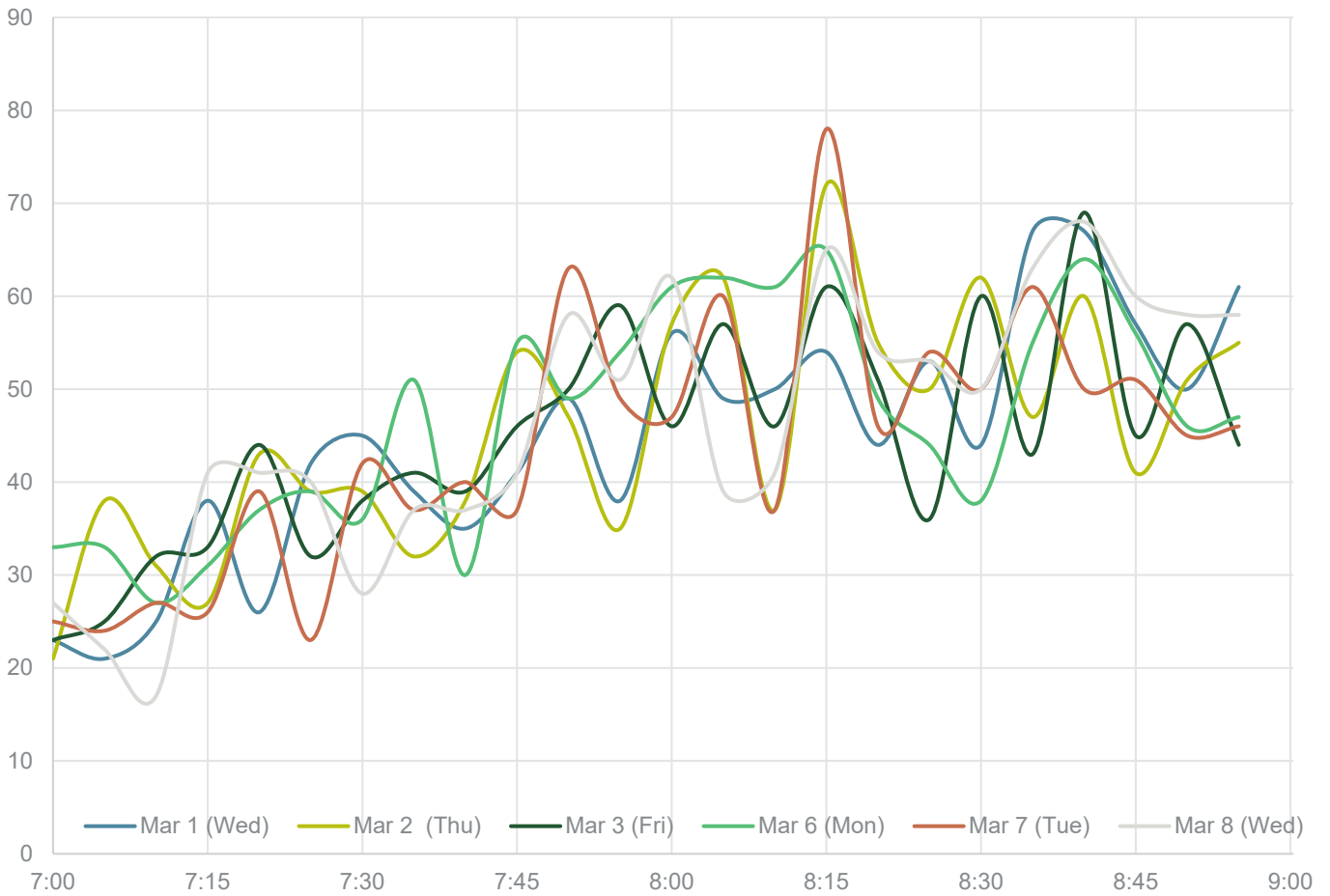
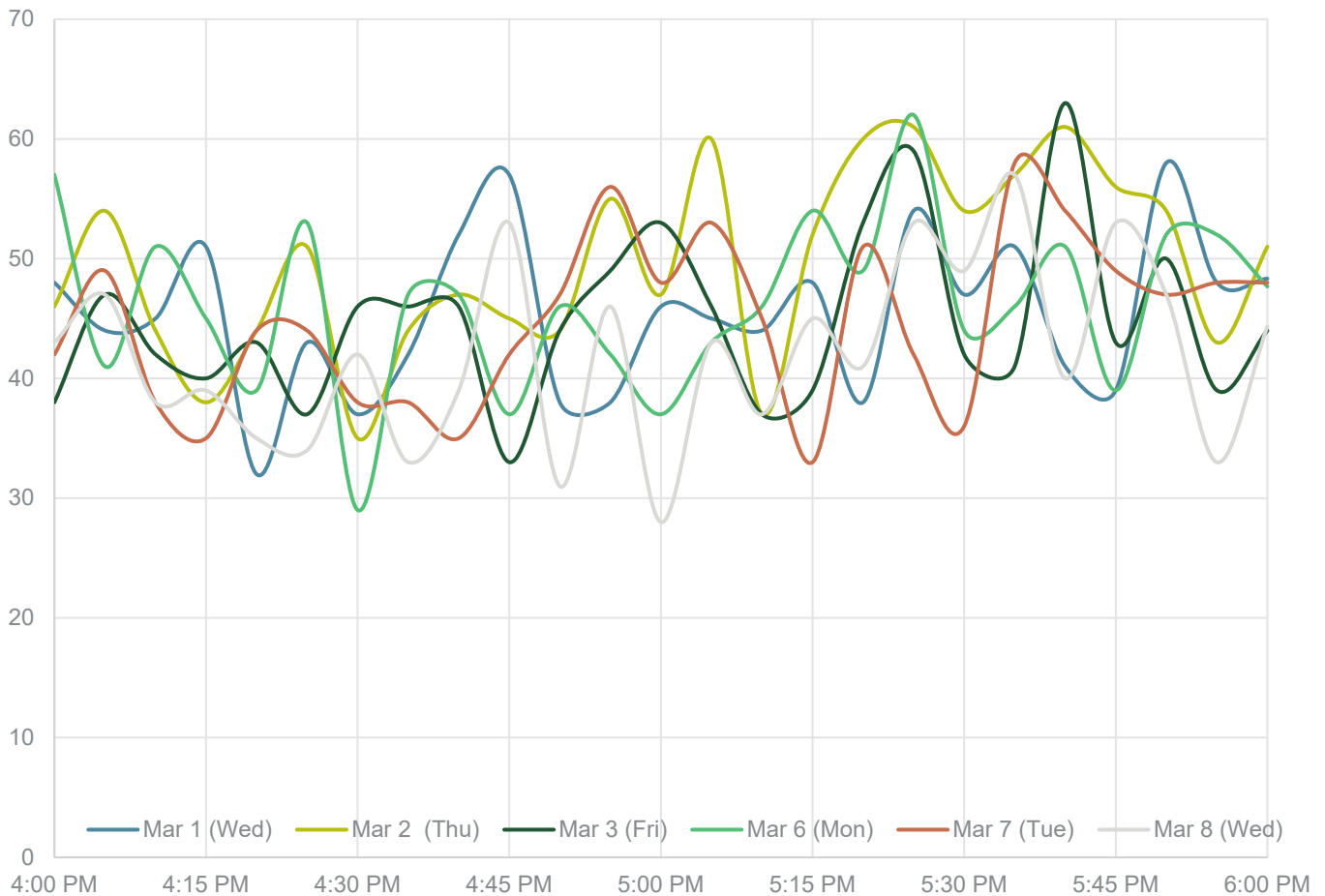


Figure 3. Auto Volumes by Day (PM Peak - 5-min increments)



Pedestrian and bicycle crossings of Ravenswood at Alma

Pedestrian and bicycle crossing counts vary by day, depending on school schedules and weather. During this period, there were days of clear weather, but also days of rain.

The greatest use of the crosswalk during the morning was between 7:45 and 8:30 a.m. (Figure 4), corresponding with the timing of travel to school. In the evening, pedestrian and bicycle crossings were highest between 4:00 and 4:45 p.m. (Figure 5), and were generally slightly higher overall than the morning.

Caltrain gate down time

Figure 6 and 7 show the times when Caltrain gates were down through the morning and evening peaks by day. The length of the bars indicates a longer train crossing. Several times a day, when there are multiple trains passing, the gates are down for periods lasting two or more minutes.

Figure 4. Pedestrian & Bicycle Volumes in Crosswalk (AM Peak)

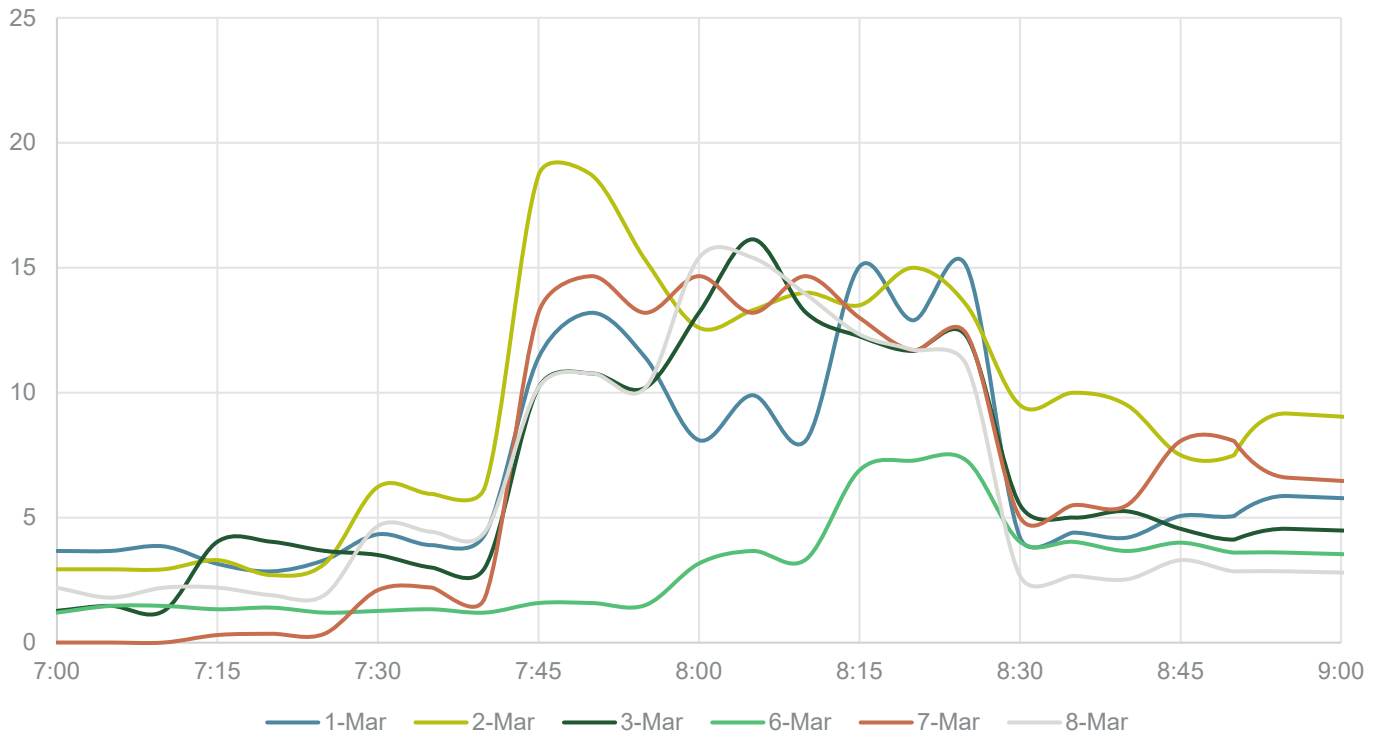


Figure 5. Pedestrian & Bicycle Volumes in Crosswalk (PM Peak)

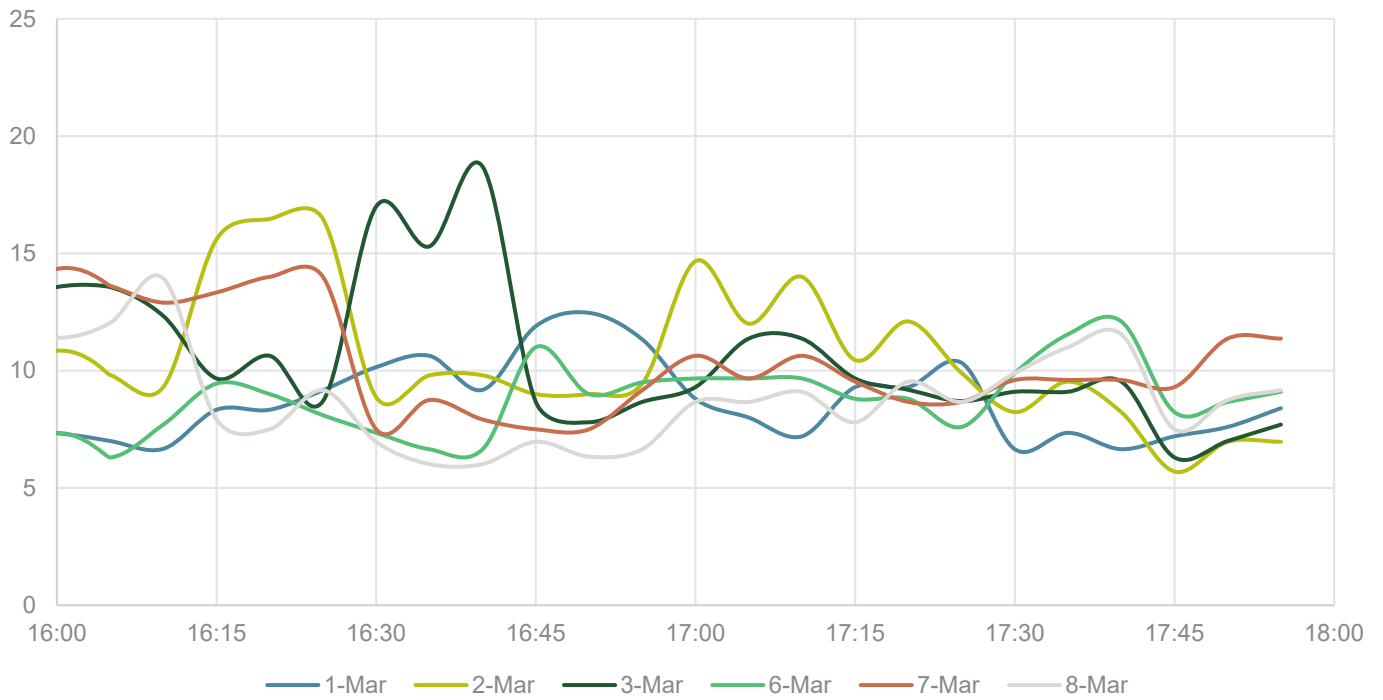


Figure 6. Caltrain Gate Down Times at Ravenswood (AM Peak)

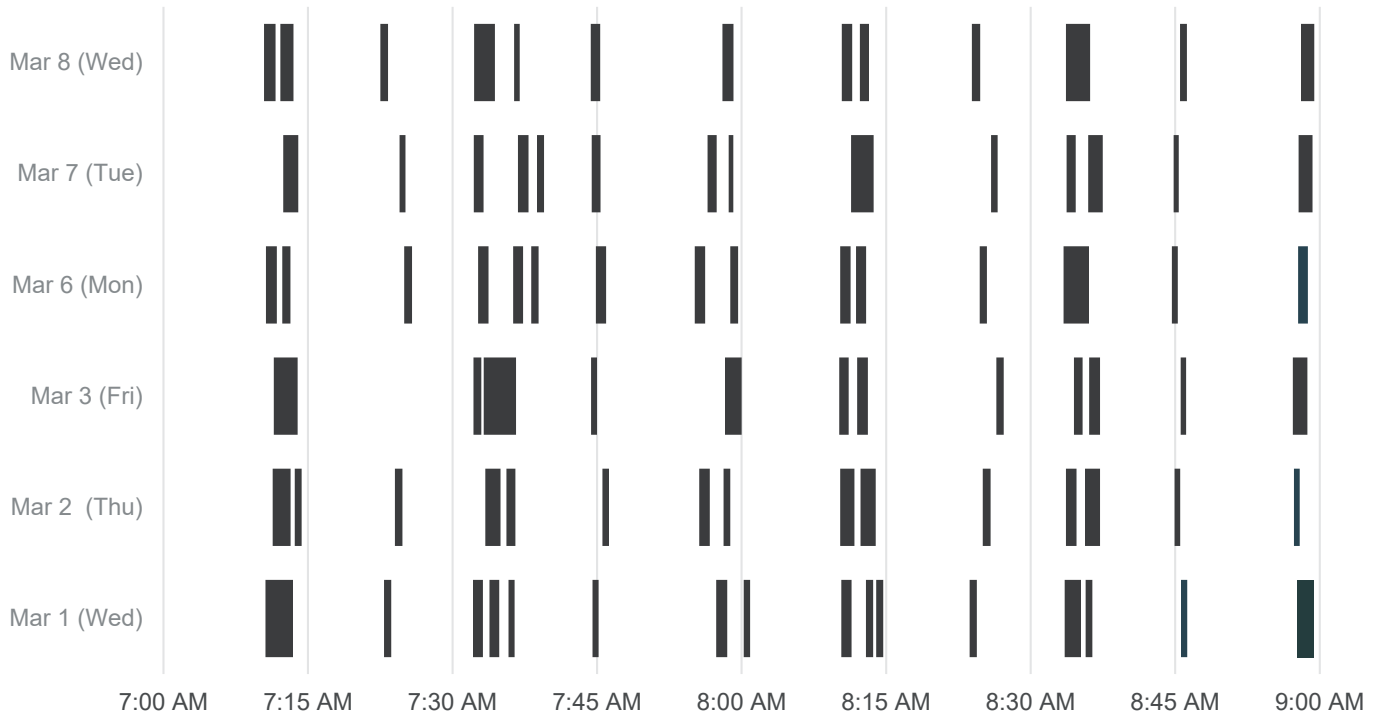
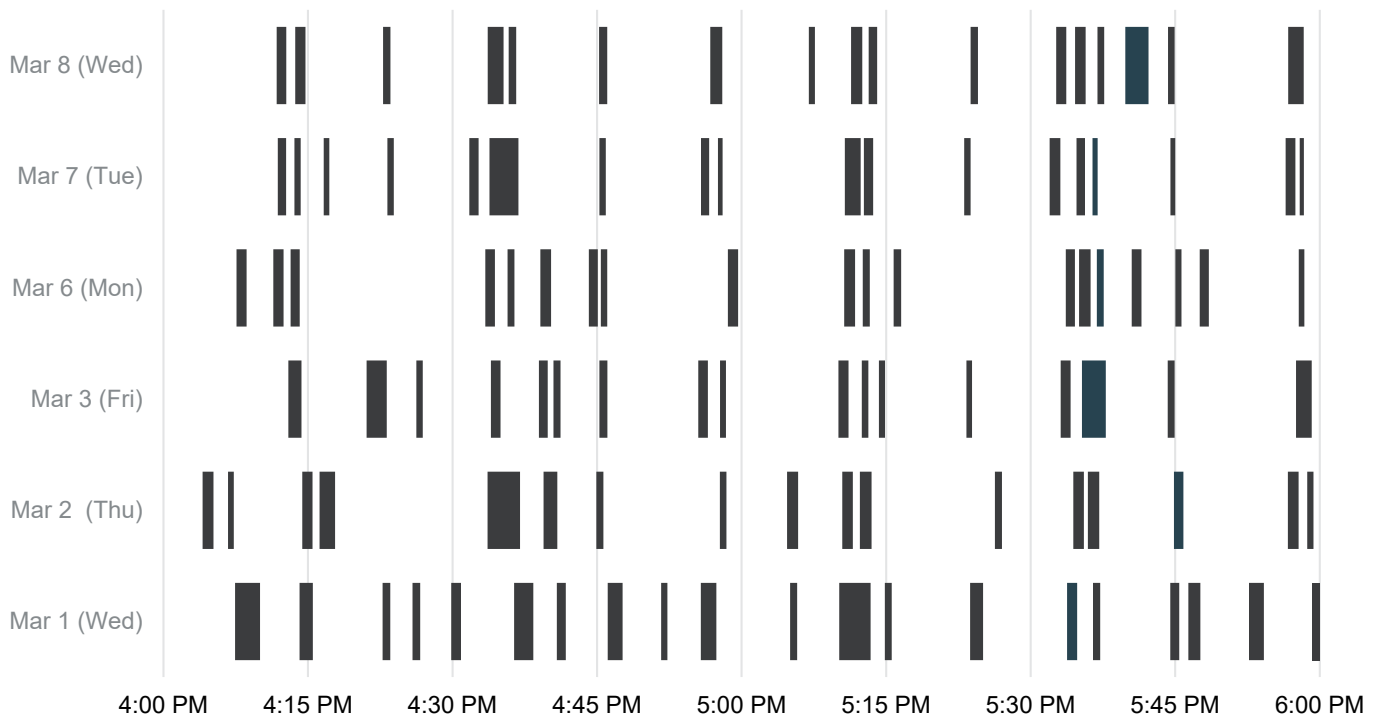


Figure 7. Caltrain Gate Down Times at Ravenswood (PM Peak)



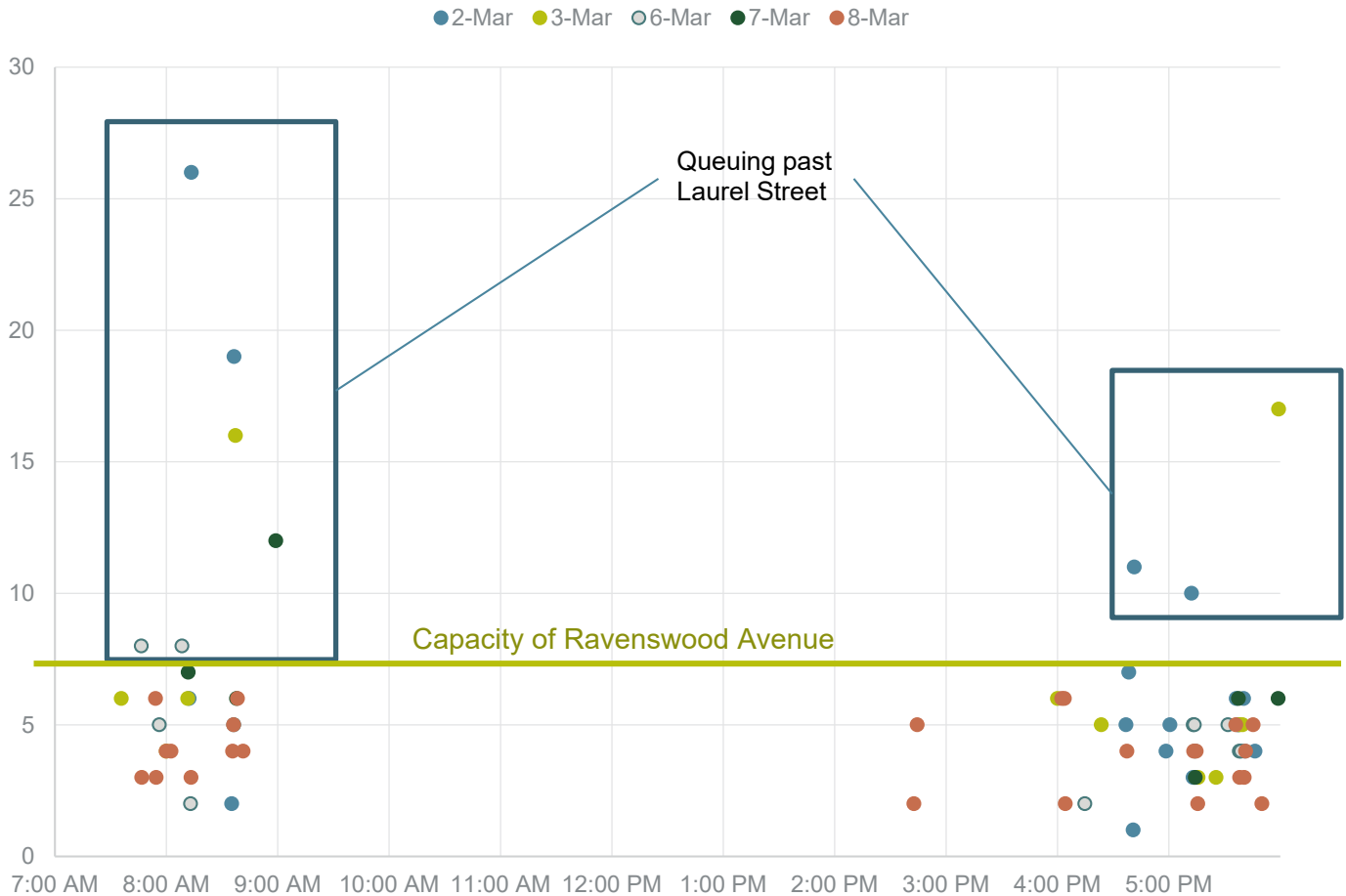
Queuing Data

The final data item collected is the length of the queues. These were collected using a camera positioned on a pole just east of Noel Drive. Staff observation showed that queuing to Noel Drive was routine before the pilot began, so the focus was on queues that extend to or beyond Laurel Street.

Figure 8 presents the number of vehicles that were queuing during the morning and evening peak periods. The dots show the number of vehicles past the position of the camera. Approximately seven additional vehicles can fit within Ravenswood past this point.

The worst queuing was observed on March 2 during the installation of the pilot. The pilot installation began at 8 a.m. and created substantial queues. That evening, signal detection issues also generated one substantial queue because Ravenswood Avenue was receiving much less green time than it normally does. These issues were resolved that evening.

Figure 8. Queuing past Noel Drive (# of vehicles) - All Days



Combined analysis

The following charts show the combined impact of vehicle volumes, pedestrian and bicycle crossings, and Caltrain gate down times on vehicle queues. On the following charts, incidents of queuing past Noel Drive are shown with gold colored dots by day and time of day (a.m. and p.m.). The gold line represents the capacity of Ravenswood Avenue during the pilot.

Key findings include:

- March 1 – pre-pilot. There was one morning (Figure 9) and three evening (Figure 10) incidences of queuing, none of which extended past Laurel Street. As anticipated, queuing was generally observed following extended Caltrain gate down time.
- March 2 – pilot installation. The most significant queuing occurred on this day. In the morning (Figure 11), the installation began around 8 a.m. and led to the longest queues observed. In the evening (Figure 12), the combination of ongoing pilot installation and signal detection issues created numerous queuing observations, but few that exceeded the capacity of Ravenswood Avenue.
- March 3 – first full day. There were four observations of queuing in the morning (Figure 13) and seven in the evening (Figure 14), of which two (one in the morning and one in the evening) exceeded the capacity of Ravenswood. All observations occurred during extended gate down time. Most, but not all, of the queues were associated with higher vehicle volumes.
- March 6 – Monday during pilot. There were five observations of queuing in the morning (Figure 15) and six in the evening (Figure 16). Only two observations, both in the morning, exceeded the capacity of Ravenswood Avenue and only by one or two vehicles.
- March 7 – Tuesday during pilot. There were three observations of queuing in the morning (Figure 17) and three in the evening (Figure 18). Despite much higher vehicle volumes than other days, only a single incidence of queuing was observed that exceeded the capacity of Ravenswood Avenue.
- March 8 – Wednesday during pilot. This day had the greatest number of queuing observations – 10 in the morning (Figure 19) and 13 in the evening (Figure 20). It also had generally higher vehicle volumes than other days, especially in the morning. However, there were no incidents of queuing that exceeded the capacity of Ravenswood Avenue during either peak period.

Overall, the individual observations reveal that during periods of extended gate down time, especially when there are higher peaks of vehicle time, there are queues toward Laurel Street and sometimes extend past. Staff have used the data from this analysis to inform further observations. When queues reach Laurel Street, it generally has a greater impact on left turns from Laurel Street onto Ravenswood Avenue westbound. In these instances, vehicles sometimes have to wait for a second cycle to make the turn onto Ravenswood Avenue, but the queue clears quickly once the Caltrain gates reopen.

Figure 9. Queuing on Ravenswood - 3/1 (Wed) Pre-Pilot AM Peak

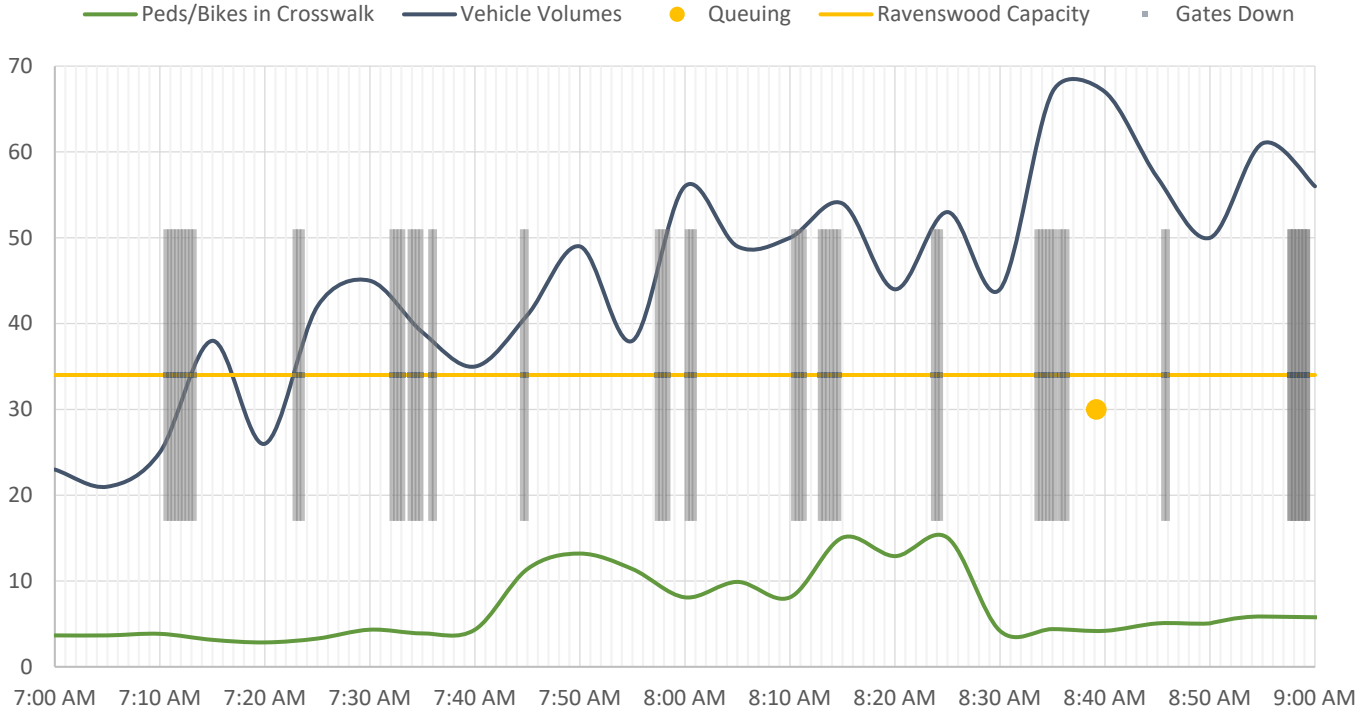


Figure 10. Queuing on Ravenswood - 3/1 (Wed) Pre-Pilot PM Peak

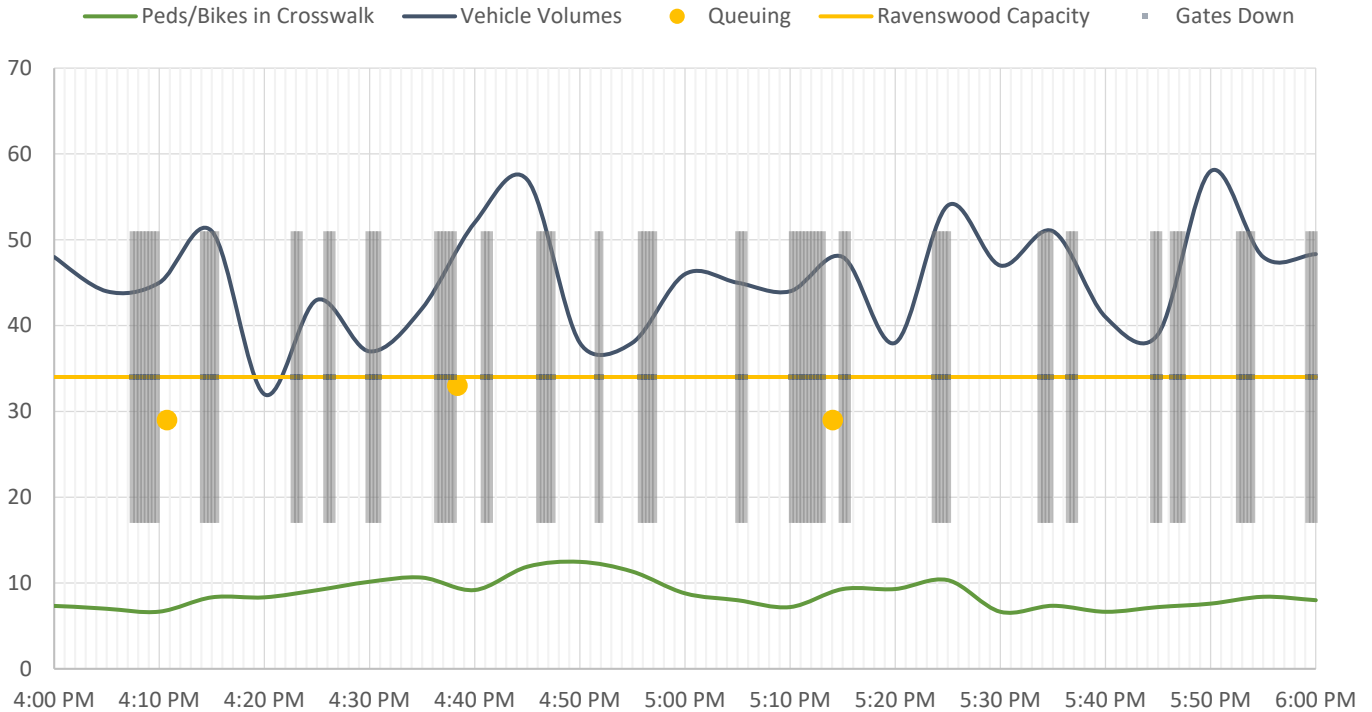


Figure 11. Queuing on Ravenswood - 3/2 (Thu) - AM Peak

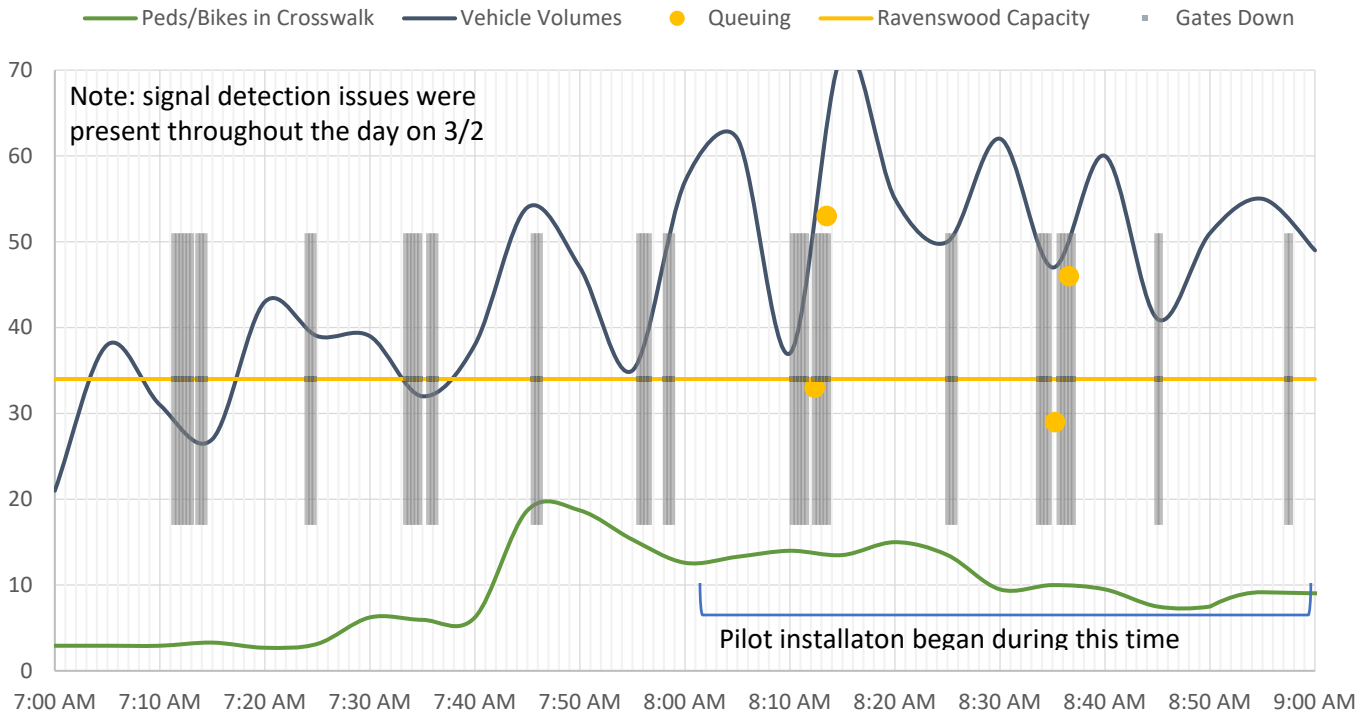


Figure 12. Queuing on Ravenswood - 3/2 (Thu) PM Peak

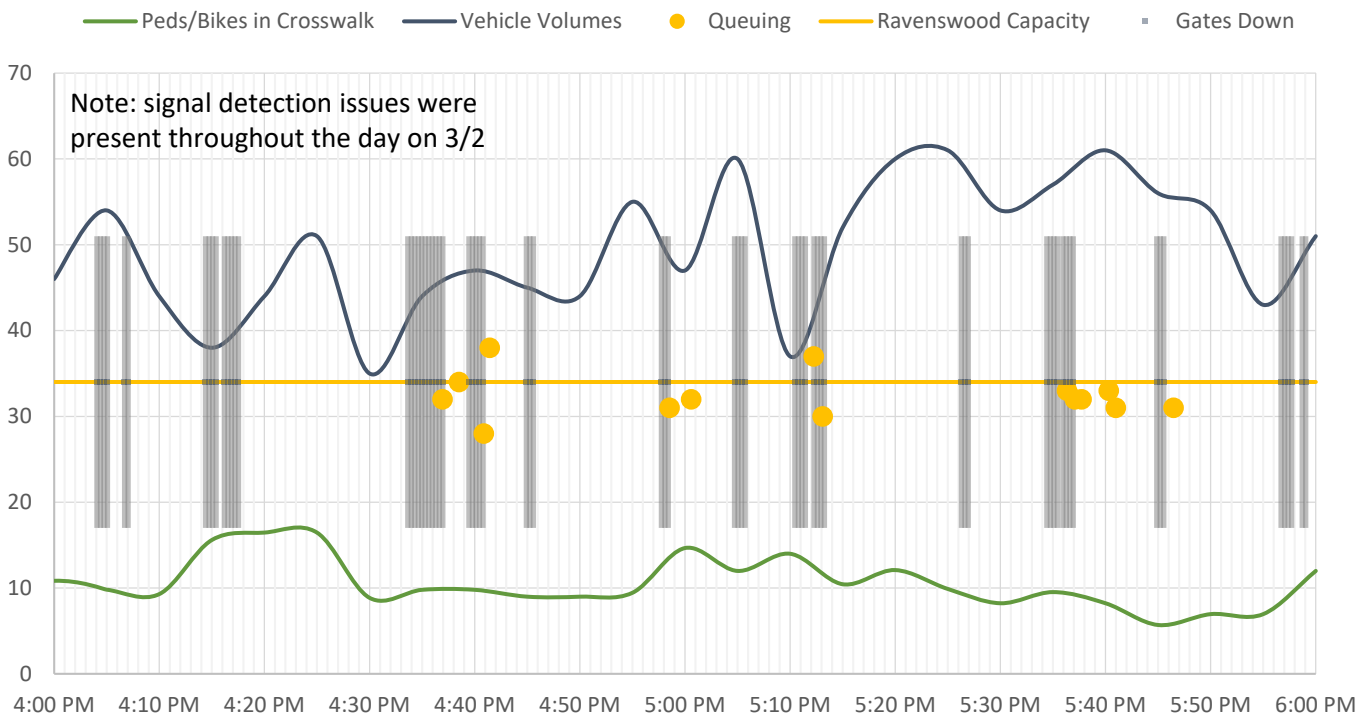


Figure 13. Queuing on Ravenswood - 3/3 (Fri) AM Peak

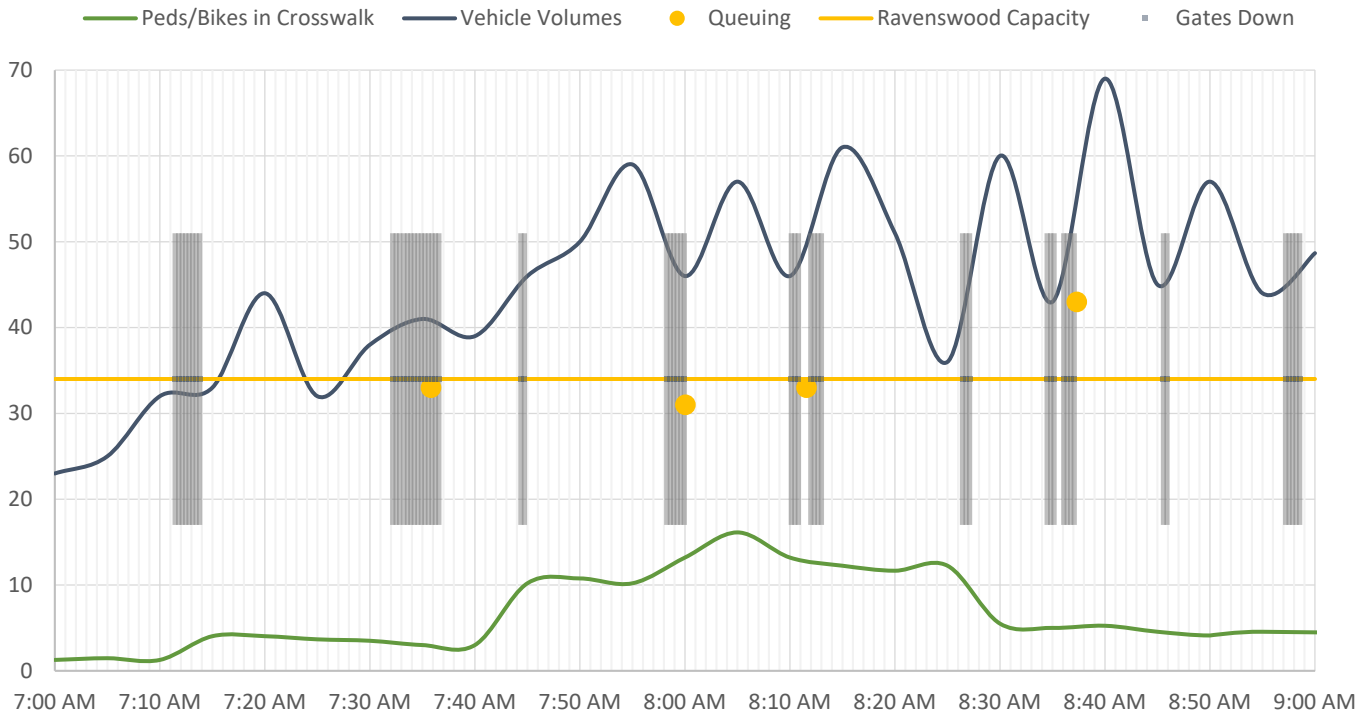


Figure 14. Queuing on Ravenswood - 3/3 (Fri) PM Peak

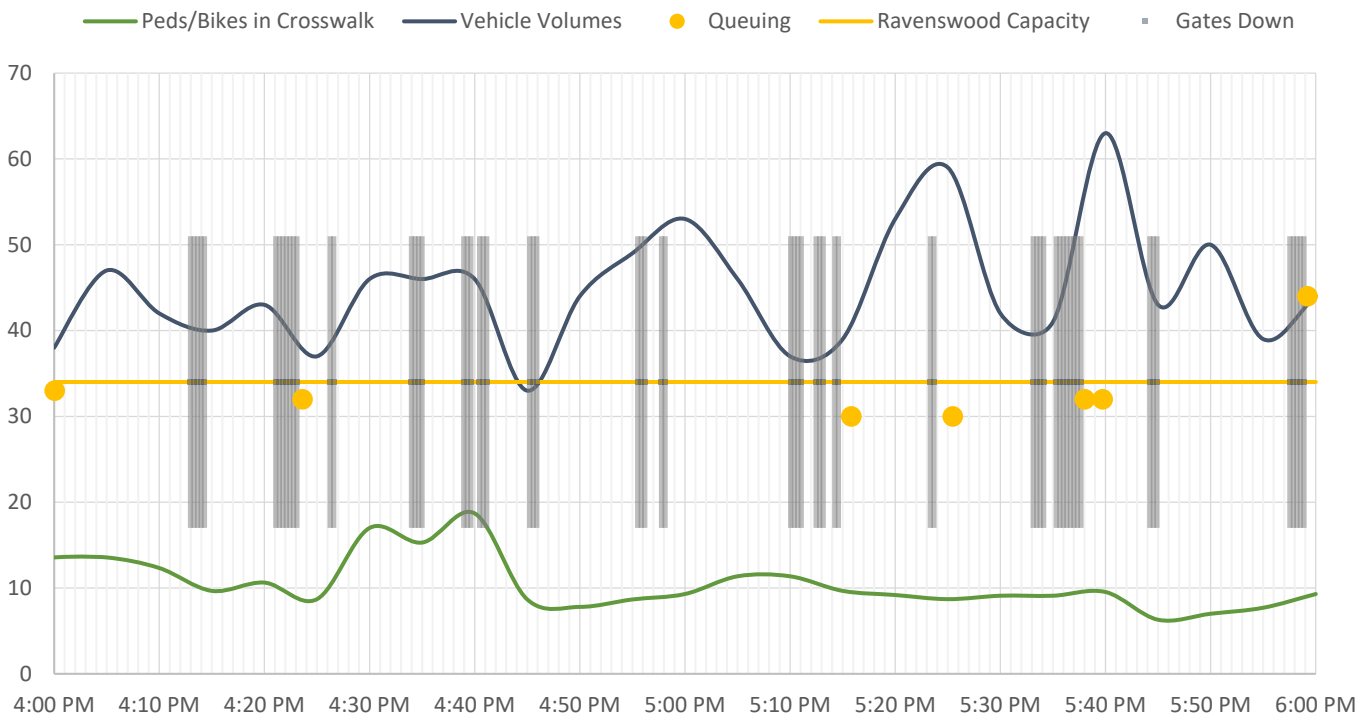


Figure 15. Queuing on Ravenswood - 3/6 (Mon) AM Peak

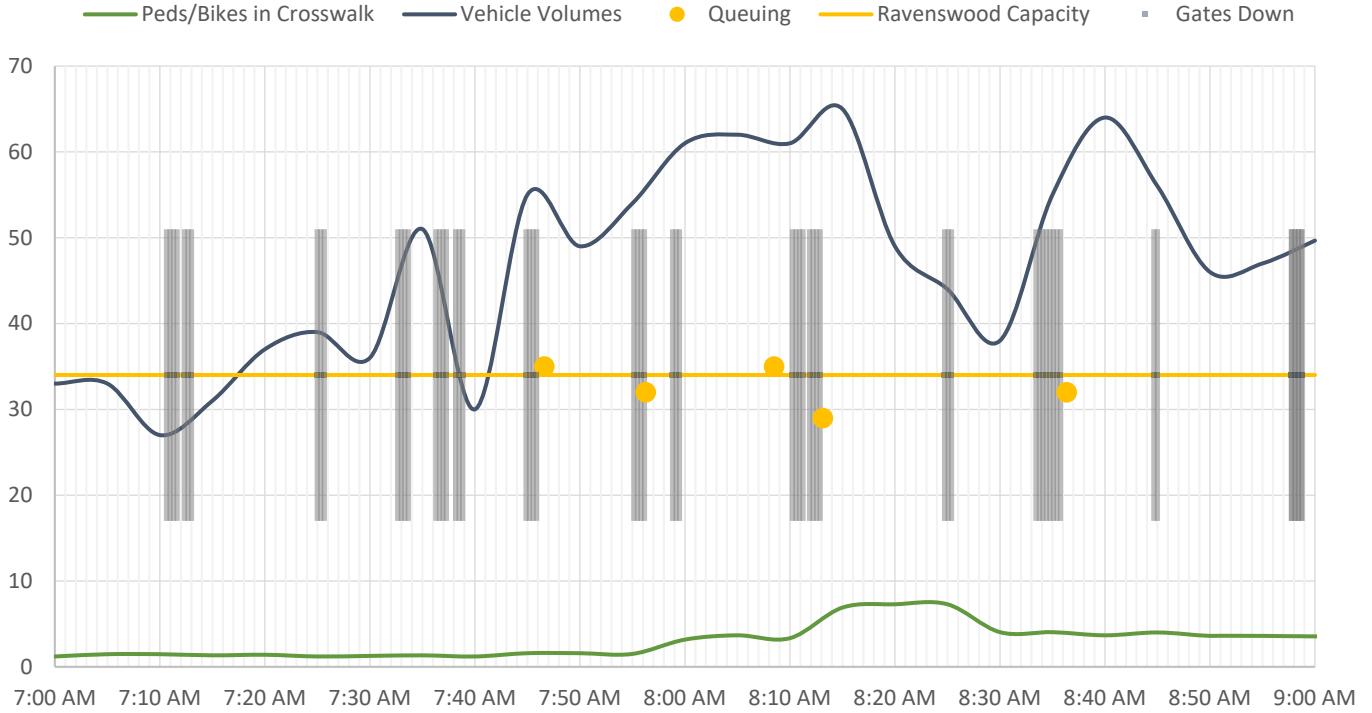


Figure 16. Queuing on Ravenswood - 3/6 (Mon) PM Peak

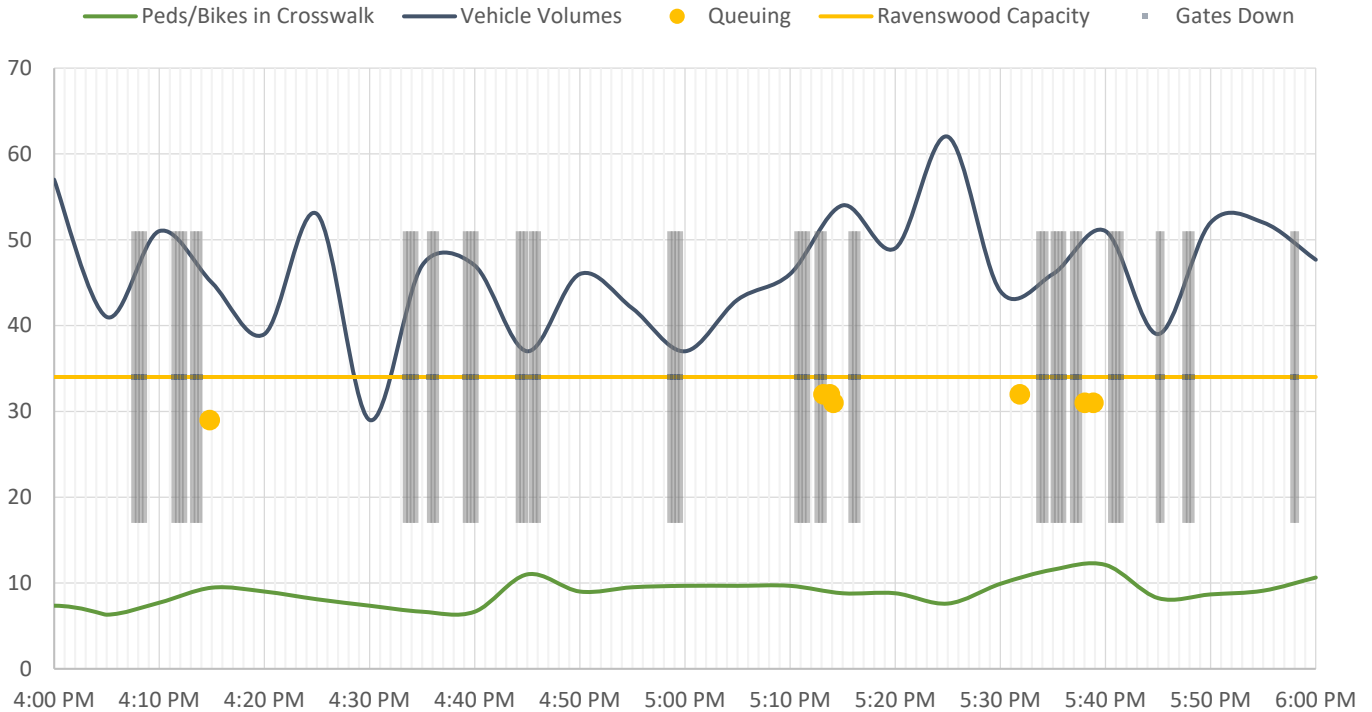


Figure 17. Queuing on Ravenswood - 3/7 (Tue) AM Peak

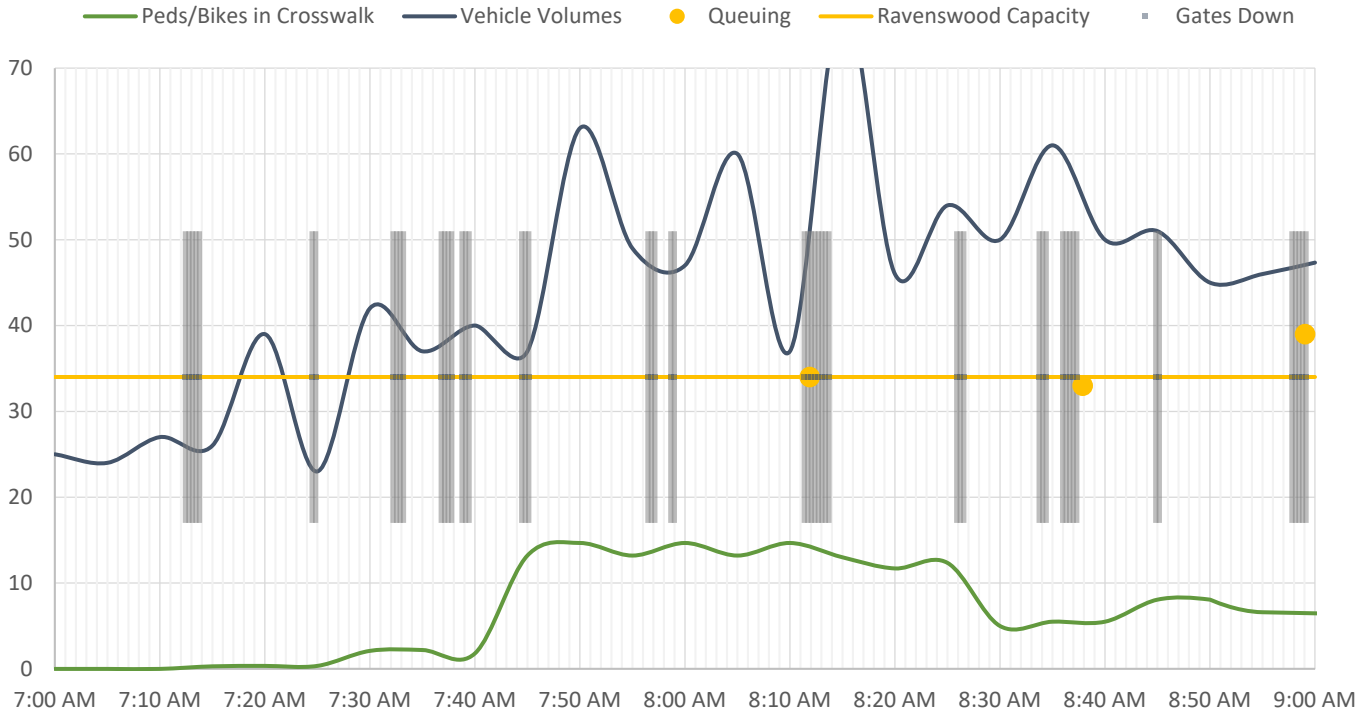


Figure 18. Queuing on Ravenswood - 3/7 (Tue) PM Peak

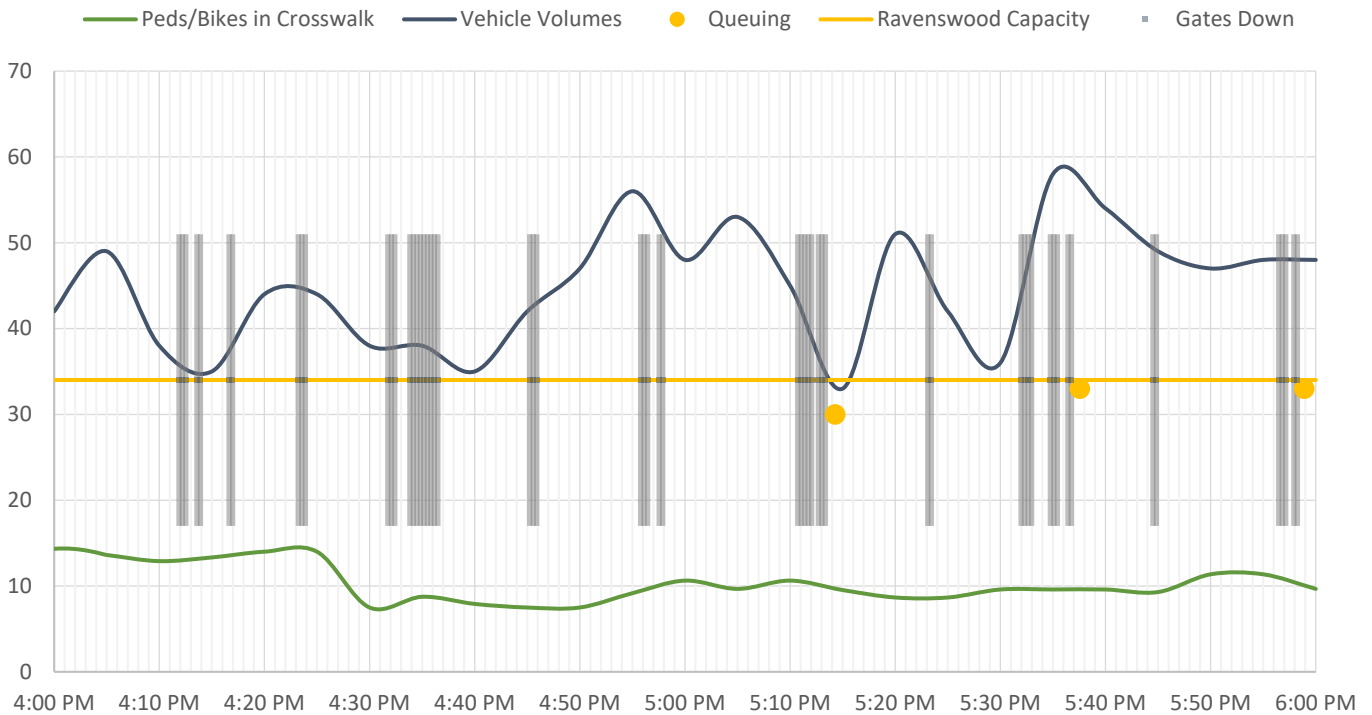


Figure 19. Queuing on Ravenswood - 3/8 (Wed) AM Peak

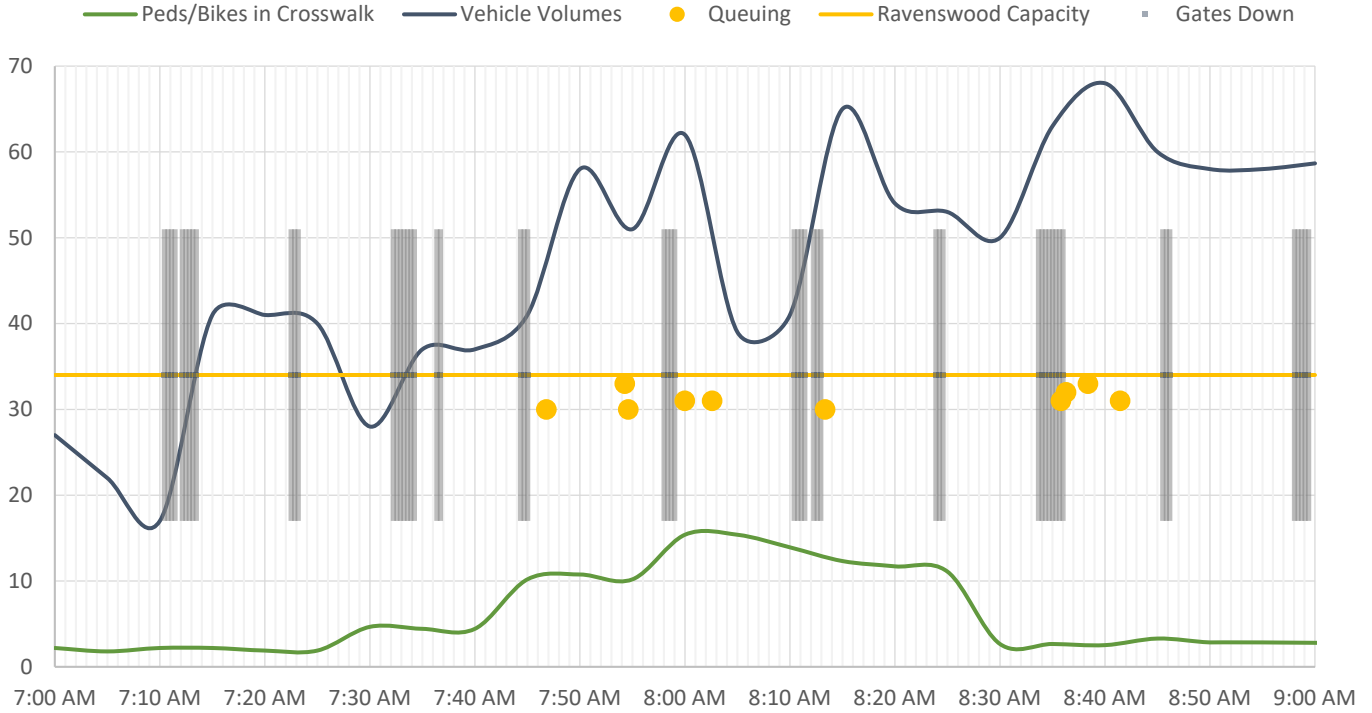
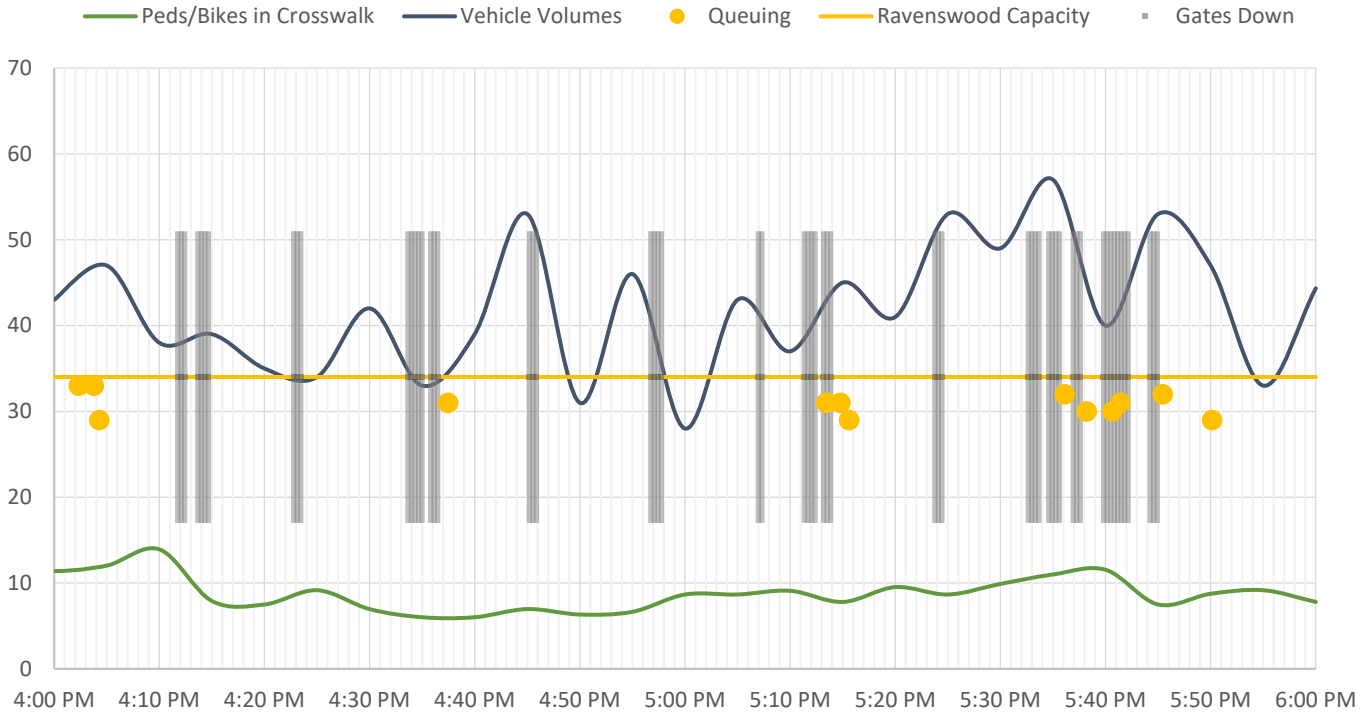


Figure 20. Queuing on Ravenswood - 3/8 (Wed) PM Peak





MEMORANDUM

Date: 4/17/2023
To: Complete Streets Commission
From: Hugh Louch, Assistant Public Works Director – Transportation
Re: Ravenswood bike lane pilot public survey analysis

This memorandum summarizes the results of the survey for the Ravenswood bike lane pilot being conducted in advance of resurfacing of Ravenswood Avenue between Laurel Street and El Camino Real.

As of April 10, there were 132 responses to the survey. The survey will remain open through the end of April and this memo will be updated with the latest set of responses at that time.

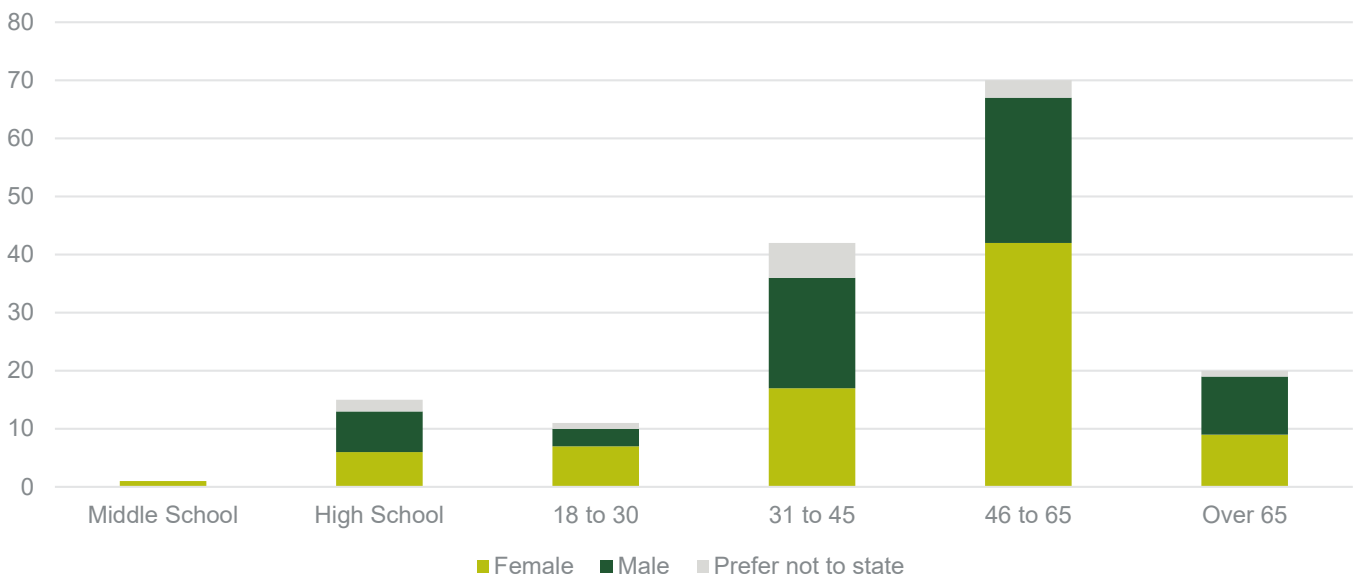
The memo includes the following topics:

- Who took the survey?
- How do respondents use Ravenswood?
- What are respondent’s reactions to the pilot?

Who took the survey?

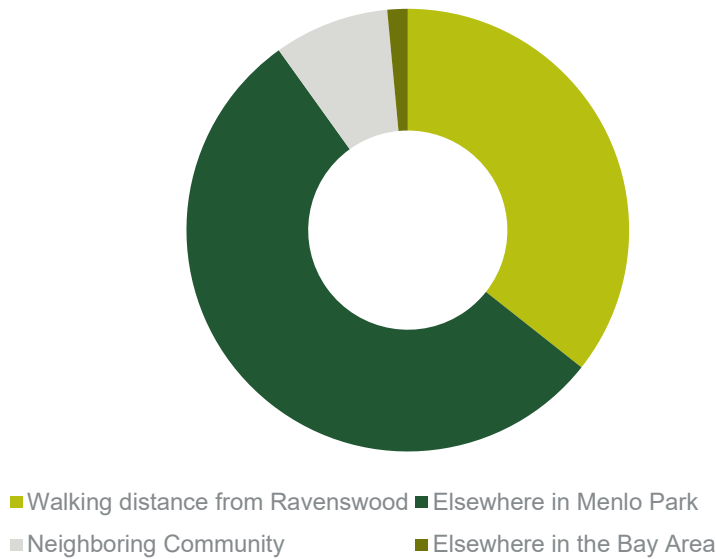
The distribution of respondents by gender is relatively even with 52% female, 40% male and 8% decline to state (Figure 1). Respondents were primarily working aged adults from 46 to 65 (44%) or 31 to 45 (26%). To date 16 students have responded to the survey.

Figure 1. Respondent Age and Gender



Over a third of the respondents live within walking distance of Ravenswood Avenue and over half live somewhere else in Menlo Park, with a handful responding who live elsewhere in the Bay Area (Figure 2).

Figure 2. Respondent Residence

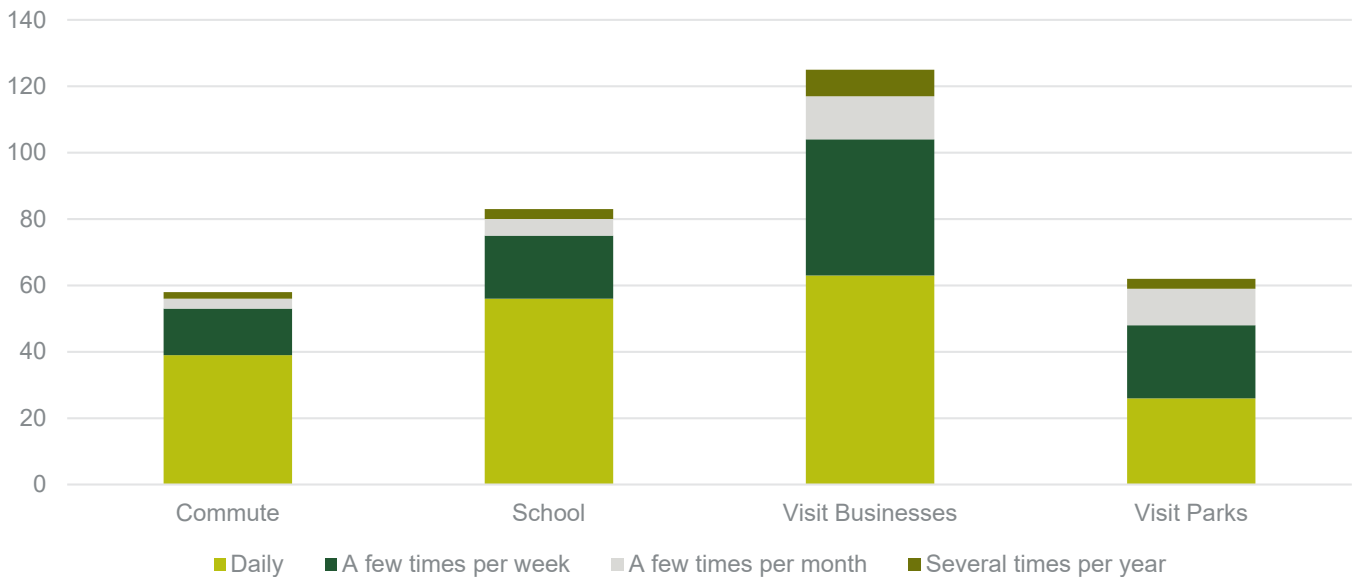


How do Respondents Use Ravenswood?

Respondents used Ravenswood Avenue for a variety of trip purposes, including commuting, getting to school, visiting local business and visiting parks (Figure 3).

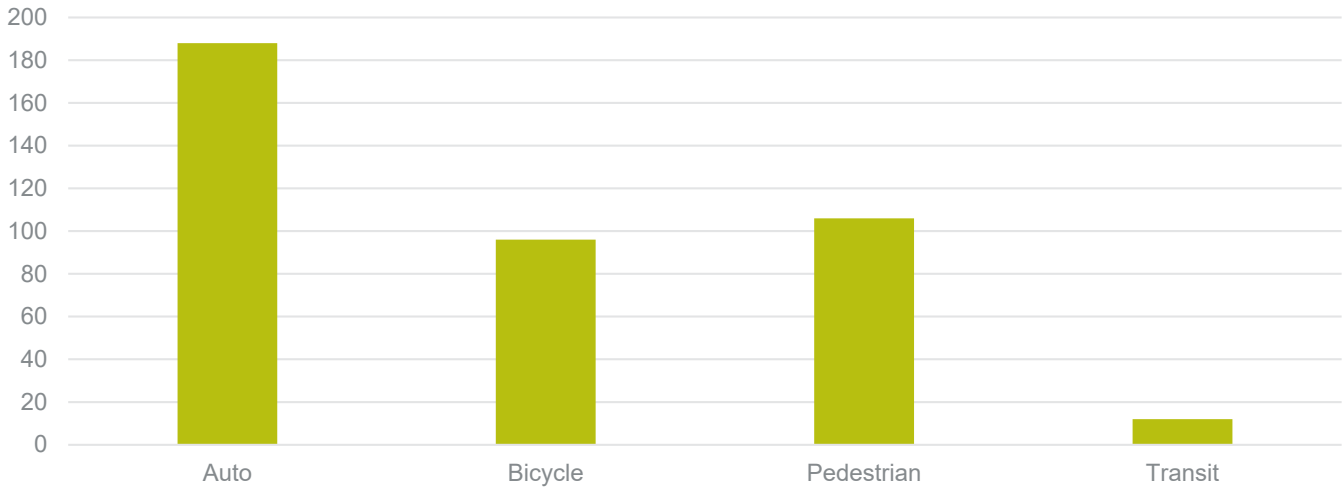
Visiting local businesses was the most common, followed by school. Almost all respondents use Ravenswood Avenue daily or a few times a week, with a small portion using it less frequently.

Figure 3. Number of responses by trip purpose and frequency



Respondents used all different modes of travel on Ravenswood Avenue (Figure 4) and most used multiple modes. Nearly everyone who responded to the survey traveled in a vehicle for their trips on Ravenswood Avenue, over half walked and almost half biked. Only 12 respondents used transit. About one quarter of respondents indicating that driving was their only mode.

Figure 4. Mode of Travel

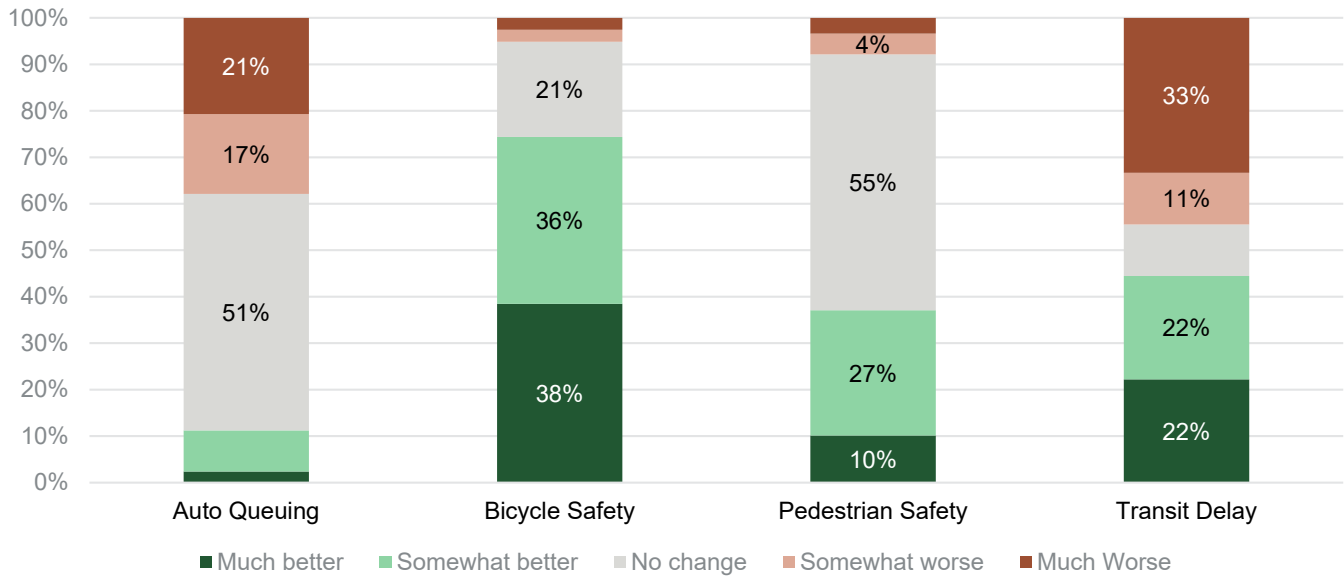


Respondent Reactions to the Pilot

Figure 5 summarizes respondent's reactions to potential impacts and benefits by each mode, including:

- Automobile users: over half indicated there was no change in congestion, while 38% indicated there was some or much more congestion.
- Bicycle: almost three quarters indicated that the pilot increased bicycle safety.
- Pedestrians: over 50% indicated no change in crossing safety; 37% indicated crossing safety was somewhat or very improved.
- Transit users were split on whether the project has increased or reduced transit delay, though there were relatively few transit users (12).

Figure 5. Respondent Reactions to the Pilot

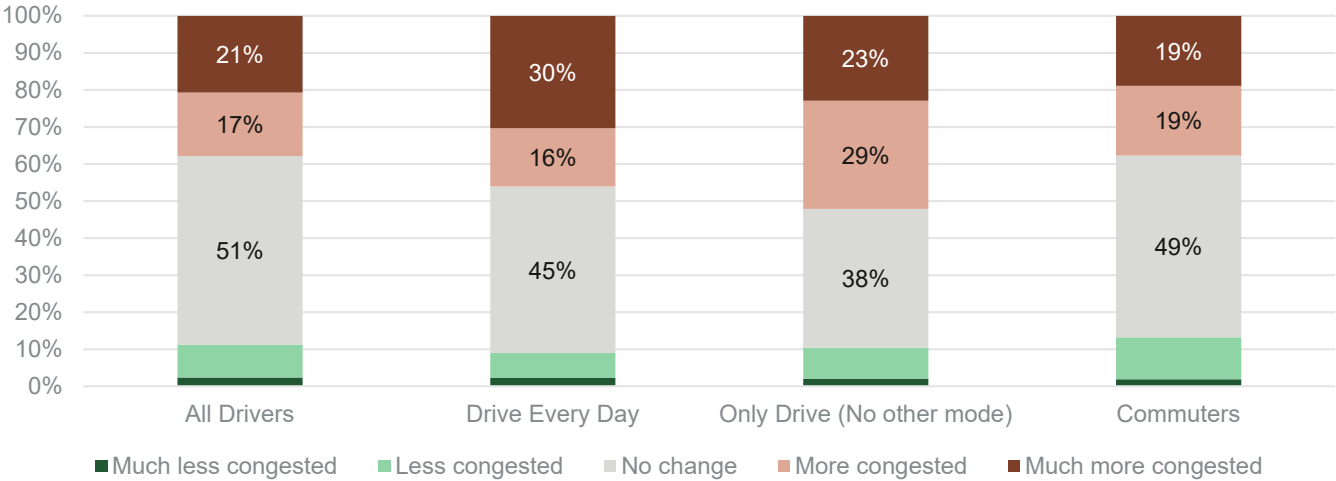


Impact on Automobile Congestion

While the overall findings indicated that most people who drove or rode in a vehicle did not identify an increase in congestion, these responses varied by frequency of use and other factors (Figure 6), including:

- Respondents who use Ravenswood Avenue to commute were slightly less likely to indicate that there was no change in congestion (49% compared to 51%).
- Respondents who drive every day were more likely to indicate that the road was somewhat or much more congested (46%) compared to all people who said they drive on Ravenswood Avenue (38%).
- Respondents who only drove and did not bicycle, walk or take transit were much less likely to indicate there was no change in congestion (38%) and more likely to indicate that Ravenswood Avenue is somewhat or much more congested since the pilot (51%). Of this group, over 10% indicated that Ravenswood Avenue was somewhat or much less congested.

Figure 6. Perception of Congestion by Several User Groups



Respondents who drive were also asked if they changed their route at all during the pilot (Figure 7). Overall, 80% of respondents indicated they continue to use Ravenswood Avenue for their travel. This share was the same for people who use Ravenswood to commute, but somewhat lower for respondents who drive every day (76%) or who indicated that they only drive and do not use other modes (73%). Most people who are not using Ravenswood Avenue indicated that they use Oak Grove, with a small portion indicating they use other routes.

Staff are planning to review data from Streetlight to evaluate potential shifts in route choice. Streetlight uses cellphone location data and similar sources to estimate vehicle volumes. Data for March 2023 will be available in a few months.

Figure 7. Drivers Route Choice Changes

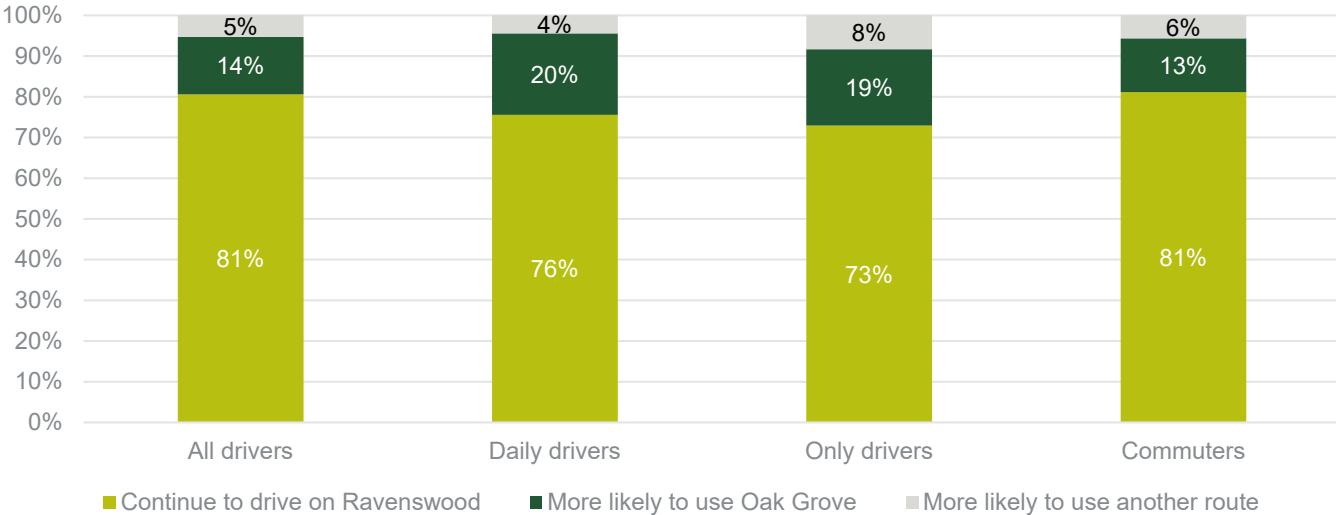
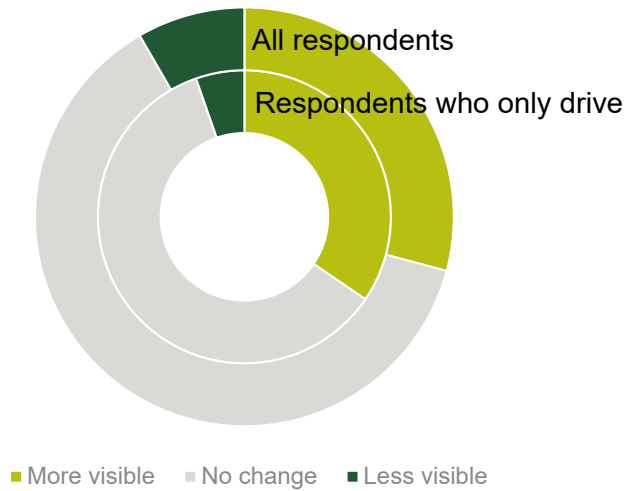


Figure 8. Are Pedestrians more Visible to Drivers?

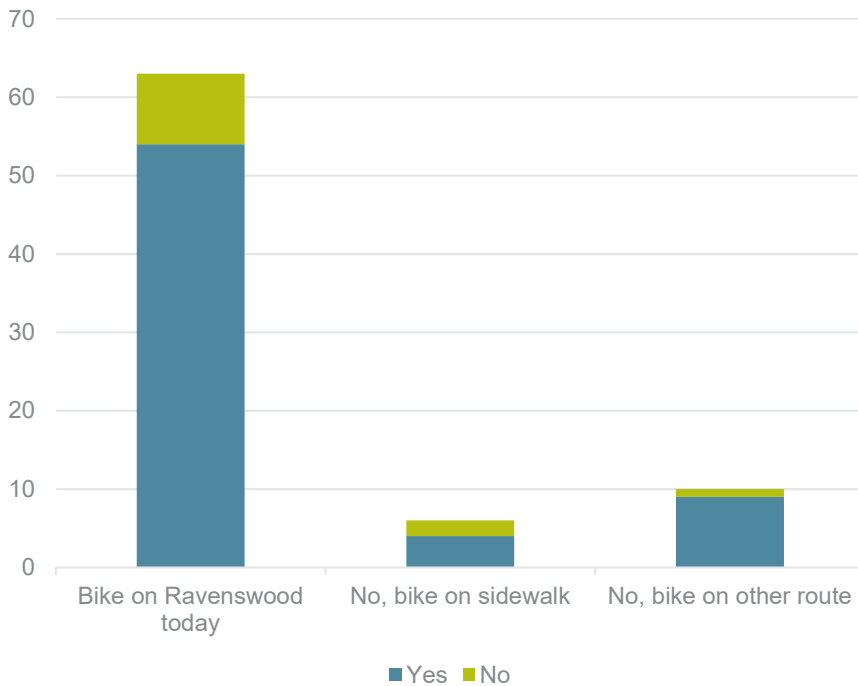


People who drive or travel in vehicles were also asked if the pilot had increased the visibility of pedestrians crossing Ravenswood Avenue (Figure 8). About 30% of drivers indicated that pedestrians were more visible to drivers and almost two-thirds indicated no change. These numbers were similar for respondents who only drove and all respondents.

After resurfacing, the pilot will include a wider median that will provide more visibility to pedestrians crossing.

Bicycle Users

Figure 9. Will You Bike More on Ravenswood When Lanes Are Complete?



Respondents who bicycle were also asked if the long-term plans for Ravenswood would change their likelihood of bicycling. Once the City completes resurfacing, continuous bike lanes will be available on both sides of Ravenswood Avenue between Laurel Street and El Camino Real if the pilot is found to be successful.

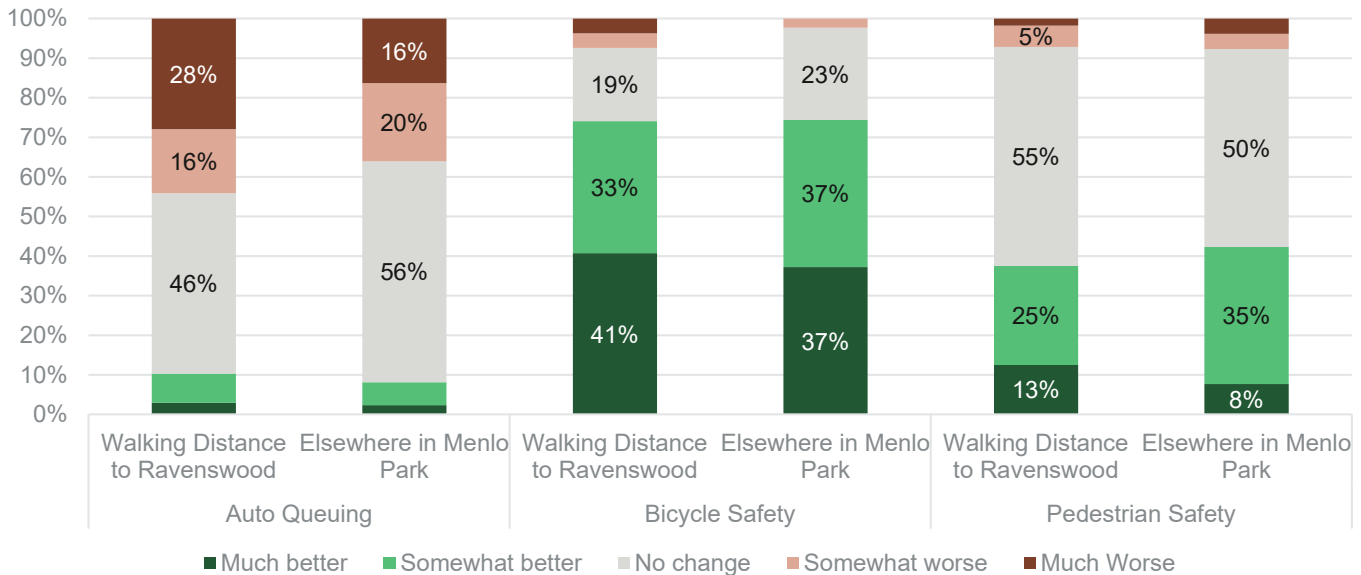
Respondents who bicycle indicated that the availability of continuous bike lanes would make them more likely to bicycle (Figure 9). This was true for respondents who bike on Ravenswood Avenue today, as well as respondents who say they use other routes. Only six respondents indicated that they ride on the sidewalk on Ravenswood Avenue.

Respondent Reactions by Location

Figure 10 compares the reactions to the pilot for people who live within walking distance of Ravenswood Avenue and those who live elsewhere in Menlo Park. Data for people who live outside the City and for transit users are not shown because of the low number of responses. Key comparisons include:

- Drivers who live nearby were more likely to indicate that auto queuing has increased (44% compared to 36%).
- Bicyclists were equally likely to indicate that bicycle safety was somewhat or much better since the pilot.
- Pedestrians who live nearby were slightly more likely to indicate that pedestrian crossing safety was unchanged compared to those who live elsewhere in Menlo Park (55% compared to 50%).

Figure 10. Respondent Reactions by Location



Respondent Reactions by Trip Purpose

Figures 11, 12, and 13 identify respondent reactions to automobile queuing, bicycle safety, and pedestrian safety by trip purpose. Respondents were allowed to select all relevant trip purposes, so there are overlaps across the three charts.

For people who drive or travel in a vehicle, there were relatively small differences in perceptions of automobile queuing by trip purpose (Figure 11). Similarly, people who bicycle had similar reactions to bicycle safety, with more respondents indicating that there was no change in safety for people who visit local businesses or parks compared to people who indicate they commute or travel to school (Figure 12).

Figure 11. Respondent Perceptions of Queuing by Trip Purpose

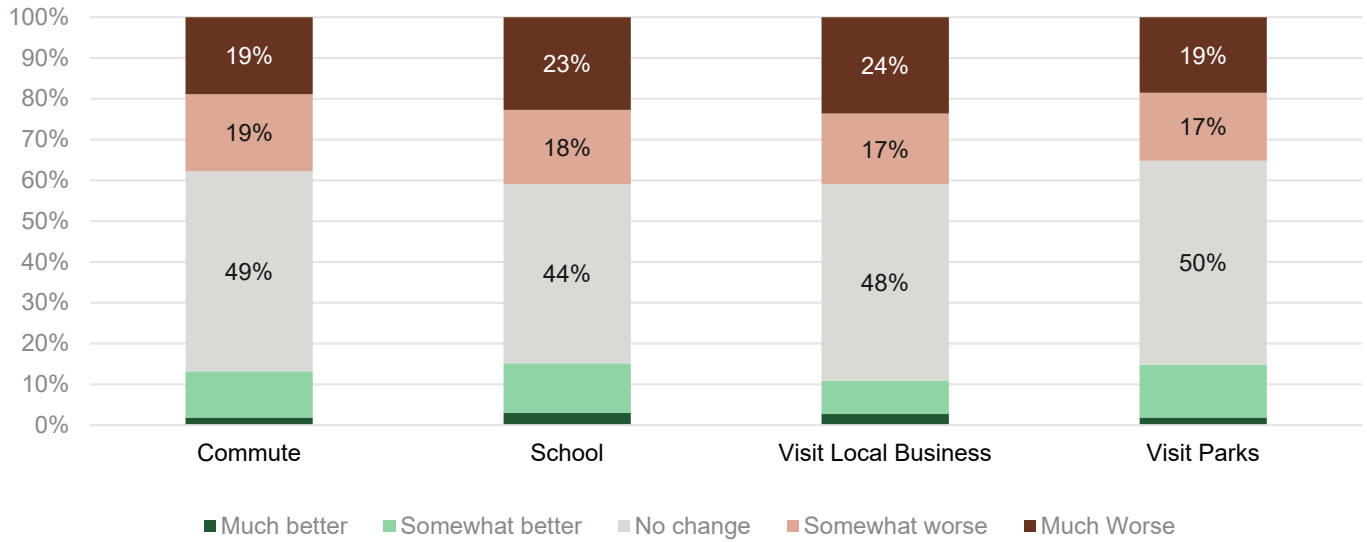


Figure 12. Respondent Perceptions of Bicycle Safety by Trip Purpose

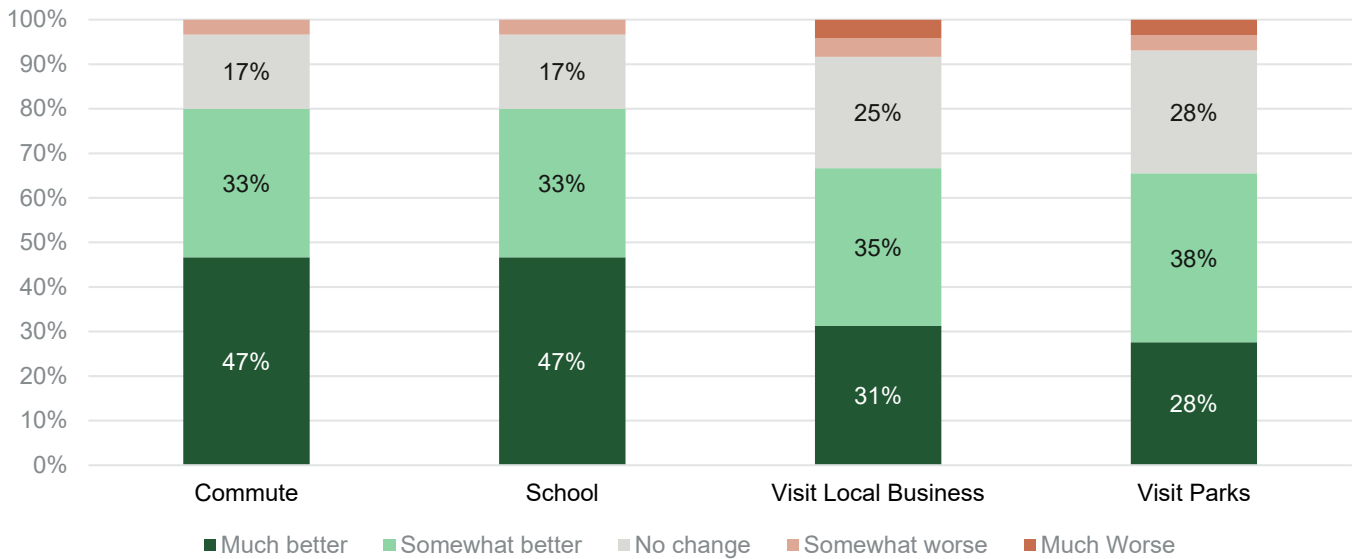
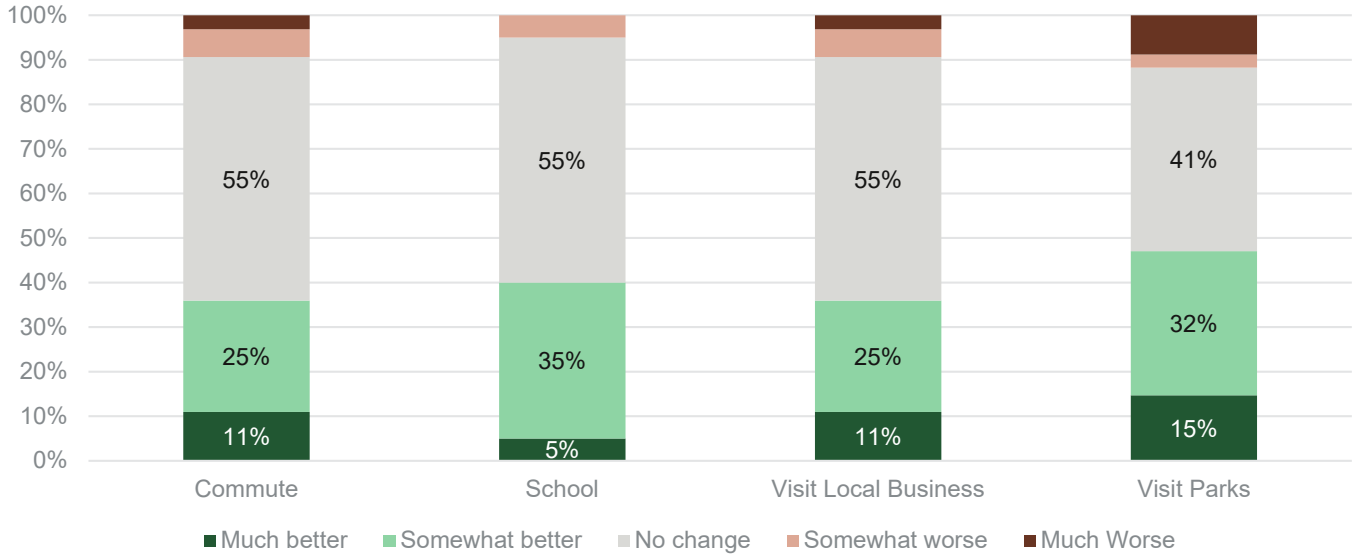


Figure 13 identifies pedestrian perceptions of safety by trip purpose. Respondents commuting, traveling to school, and visiting local businesses were equally likely to indicate that the pilot has not changed crossing safety (55%). Respondents visiting parks were less likely to indicate that there was no change in pedestrian crossing safety (41%) and more likely to indicate that pedestrian crossing safety improved (47 percent).

Figure 13. Respondent Perceptions of Pedestrian Safety by Trip Purpose



Appendix – Comments on the Survey

Respondents were able to comment on individual question and provide general comments at the end of the survey. All comments received are provided below by question and organized by the level of impact identified.

Have you changed your driving route since the pilot?

Do you experience more congestion?	Comment
b. Somewhat less queueing and congestion	Traffic tends to be better getting to M-A from Oak Grove.
c. No change in queueing and congestion	Please keep the bike lane extension and car lane elimination. Add green treatment to new bike lane. Add a pedestrian refuge in the middle of Ravenswood when crossing near alma
c. No change in queueing and congestion	generally select oak grove due to ravenswood congestion
c. No change in queueing and congestion	I plan my route & time based on commute & school times. Generally, I never leave home (North Fair Oaks) during those times. If it's time for M-A to start/end, I don't go down Middlefield at all, but use El Camino. Mostly I'm on Ravenswood to get to Draeger's, Stanford or Burgess Park. If traffic is backed up on Ravenswood, I cross over on Laurel or Mill to Oak Grove.
d. Somewhat more queueing and congestion	At certain times of the day, Ravenswood is too backed up with one lane.
d. Somewhat more queueing and congestion	Coming from Laurel Ave, depending on my destination I choose between queuing on Ravenswood or crossing the tracks at Oak Grove or Encinal Ave.
d. Somewhat more queueing and congestion	I like this route because it's more visually pleasing than Oak Grove and sometimes I see a friend who bike commutes there. But if the queuing gets worse, I'll have to change. Turning left onto Laurel at Ravenswood has gotten much easier.
d. Somewhat more queueing and congestion	Oak Grove now looks like a better route for me back to downtown and Valparaiso Ave; maybe go all the way to Glenwood, but that is not ideal. My observation is that there is a much longer weekday evening backup before the RR tracks now. Let's face it, this pilot isn't doing anything to improve vehicle traffic flow OR biking safety.
d. Somewhat more queueing and congestion	Before the pilot, Biking Oak Grove was safer because of less traffic and larger sidewalks. But Driving is still faster than Oak Grove with the pilot.
d. Somewhat more queueing and congestion	Ravenswood is getting more backed up at more times of the day. Oak Grove tends not to back up nearly as much because drivers don't seem to use it as a way to get to 101 as often as Ravenswood.
e. Much more queueing and congestion	Because the Ravenswood is so backed up and a left turn onto Ravenswood is impossible and I have to sit through at least 3 stop lights for a left turn only if I am lucky!!! Laurel's left turn lane has 8 or more cars trying to turn and no one moves as the Ravenswood lane is already backed up.
e. Much more queueing and congestion	Between the light at Laurel and the train tracks, the congestion during peak hours is unbearable; my commute time home is nearly doubled when I take this route.
e. Much more queueing and congestion	Between the train tracks and regular congestion, the traffic was already congested, now it's even more and it backs up down Laurel now too (towards Willow). It's frustrating.

Do you experience more congestion?	Comment
e. Much more queueing and congestion	Lane is often backed up all the way to Laurel.
e. Much more queueing and congestion	Ravenswood is now backed up at the Laurel intersection! Sometimes there's no way to turn left onto Ravenswood because the traffic is so backed up! We need the extra lane back!
e. Much more queueing and congestion	The traffic situation at the tracks has been bad for years, and taking a car lane out at this point has added congestion and confusion to cars heading towards El Camino Real.
e. Much more queueing and congestion	Too much congestion taking it down to 1 lane. I NEVER see the bike lane in use since installed
e. Much more queueing and congestion	Turn right on Alma by the library to get to Willow Rd. More traffic for that neighborhood. I'm sure the residents don't appreciate this.
e. Much more queueing and congestion	Wrong place for this. Major traffic route, more congestion and not any safer for anyone.
e. Much more queueing and congestion	You can't get out from Noel Drive. In addition cars speed down the bike lane when they don't want to wait.
e. Much more queueing and congestion	Traffic issues and RR Tracks scare me a little on a busy street like Ravenwood.
e. Much more queueing and congestion	Go to Palo Alto for shopping, especially after 4 pm. Ravenswood is awful and will only get worse with all the new construction on el camino
e. Much more queueing and congestion	It's a mess! Hate it!
e. Much more queueing and congestion	Traffic backs up on Ravenswood and can't make a left turn from Laurel on to Ravenswood
e. Much more queueing and congestion	Oak Grove or Glenwood
e. Much more queueing and congestion	I take a left from Laurel on to Ravenswood, due to the new change, cars are backed up and it's impossible to turn.

Do you feel safer bicycling along Ravenswood Avenue?

Do you feel safer biking?	Comment
a. Feels much safer bicycling	Because it is now a dedicated bike lane, but it needs green treatment so cars understand it is not for them.
a. Feels much safer bicycling	designated area for bikes is much safer.
a. Feels much safer bicycling	Have own lane. Cars stay in their lane.

Do you feel safer biking?	Comment
a. Feels much safer bicycling	I'm no longer squeezed by cars
a. Feels much safer bicycling	Knowing that cars won't try to speed past me or merge into that lane while I'm in it makes me feel much safer than I expected.
a. Feels much safer bicycling	Lots of cars criss-crossing across the bike's path before. This is a big improvement.
a. Feels much safer bicycling	More space feels safer
a. Feels much safer bicycling	More space when cars are passing
a. Feels much safer bicycling	While in the past I have avoided biking on that stretch of Ravenswood and have not biked on it since the implementation of the pilot in early March, I will try it the next opportunity. I replied as I did because with the extended bike lane, I would feel much safer and comfortable using it due to less proximity to the cars, that I do not trust when that close on a busy stretch of street.
a. Feels much safer bicycling	There used to be two lanes on the right side of the road and there was no space for bikes to get by without using the sidewalk. Sometimes cars would come up from behind and squish us, on bikes, right up to the curb, to the point where you couldn't bike because there wasn't enough space. Especially when there were busses in the right lane, it was impossible to get by, and if you got stuck between the car and the curb you had no way of knowing if the car was turning right (potentially cutting you off) and it was hard to see the crosswalk. It's much much better now with the bike lane :) it still comes up probably once a week with my friends on the way home from school how much easier and less stressful it is to be there now
a. Feels much safer bicycling	I don't have to squeeze between a car and the curb with a 3 in space between my handle bar and the car while both of us are trying to move forward
a. Feels much safer bicycling	I no longer have to go on the sidewalk when biking on Ravenswood. Before, I had to go on the sidewalk when there were cars in both lanes, and that was scary because there were sometimes people walking there or I had to navigate around someone who wanted to cross the crosswalk. If I stayed on the street, sometimes there wasn't enough space for my bike and I had to stop really quickly. Now, I can stay on the street safely.
a. Feels much safer bicycling	Less vehicle congestion. Safer route.
a. Feels much safer bicycling	I used to have to ride on the sidewalk in front of the exercise place as there would be no room for bicycles. This solution is perfect!!! Please do the same on the other side of the street (going towards Middlefield.)
a. Feels much safer bicycling	The separation is much better. Before the change, there wasn't enough room for cars and bikes in the right lane and bikes would often get squeezed into the curb or be forced to take the sidewalk.
a. Feels much safer bicycling	bike lanes are good
a. Feels much safer bicycling	Much more space between vehicles and bikes. Before a Bicycle lane, cars had to move to the opposite lane to safely pass bikes.
a. Feels much safer bicycling	More space and freedom.; More space.
a. Feels much safer bicycling	the separation of a dedicated bike lane, as well as the buffer zone (white dashed lines) is much safer than before. Previously cars would drive too close or try to pass unsafely.
a. Feels much safer bicycling	* The extra feet of space on side feels less worried about a car clipping me. It also feels like a dedicated lane for bikes, instead of bikes being shoehorned into an existing infrastructure. From a perception/feeling standpoint, feels like care and thought for bicyclist's wellbeing was taken into account

Do you feel safer biking?	Comment
	* Much longer sight lines between me and the railroad crossing. Ability to see people crossing from the library is much easier.
b. Feels somewhat safer bicycling	A little bit more clear to me and to autos where everyone belongs on the road
b. Feels somewhat safer bicycling	Less likely to get rear-ended by a driver who doesn't realize I'm going to stop for a pedestrian at the crosswalk.
b. Feels somewhat safer bicycling	more physical barrier protection would improve bike safety on this high speed route
b. Feels somewhat safer bicycling	Need bollards to create a safety barrier for bikes. Also, the green strip to give that visibility to vehicles. Crossing the train tracks is still dangerous since vehicles can back up turning right on to El Camino from Ravenswood.
b. Feels somewhat safer bicycling	The one feels safer but cars don't always stop for the cross walk at Ravenswood and Alma. I've seen a couple close calls with kids crossing on their way to school.
b. Feels somewhat safer bicycling	The westbound bike lane is better. However, it still suddenly ends at Alma St. Should be extended to ECR.
b. Feels somewhat safer bicycling	I feel that some drivers understand that cycles have the right of way with the new markings.
b. Feels somewhat safer bicycling	The new layout calms the traffic flows. There is no longer an opportunity for impatient drivers to pass other drivers, at a location where pedestrians cross, and where the bikers eventually have to share the driving lanes at the railroad tracks.
b. Feels somewhat safer bicycling	More space between cars and bikes. Additionally, if I'm continuing straight across El Camino Real, there is more separation before the train tracks to judge if cars will try to cut me off to get to the right turn lane.
b. Feels somewhat safer bicycling	Paint is still very unclear but at least there's a little space
b. Feels somewhat safer bicycling	Cars still travel very fast and do not respect cyclists on the road
b. Feels somewhat safer bicycling	Drivers aren't careful enough on my high school student's bike ride to M-A from West Menlo Park. In Oct. 2022, she was hit by a car while riding her bike across El Camino and going toward Ravenswood.
b. Feels somewhat safer bicycling	Wider bike lane helps make cyclist feel safer, but cars are passing by faster than 25 mph, which doesn't feel safe.
b. Feels somewhat safer bicycling	Needs protected lanes
c. No change in feeling of safety	I have still been avoiding Ravenswood Avenue most of the time. Although Ravenswood is often the more direct route and I'd like to ride there more often - it has just always felt unsafe so I've been avoiding it for years on my bike. If the extended bike lanes are made permanent, I will switch some of my routes and ride on Ravenswood. It's just that as a temporary measure, I haven't bothered to change things up
c. No change in feeling of safety	I won't feel much safer without much more extensive fully protected bike lanes
c. No change in feeling of safety	It's just paint. The drivers still treat it like a 2nd lane. Install some physical barrier (flex posts)
c. No change in feeling of safety	This project was done on the wrong side of the road. Heading toward ECR there was already at least space for two lanes of cars and bikes even if it was a horrible 'sharrow' configuration. Heading toward Laurel in that block, there is a loss of a lane and bikes are already sharing the right lane. So all vehicles get squeezed in one place. Inevitably the 2 ton steel boxes force their way MUCH too close to the bicycles in that area. This experiment should have moved the center line northwest a few feet to have some form of bike lane on the block between Alma and Laurel. I'm not one to complain about additional bike infrastructure, but this was a failure of prioritization.

Do you feel safer biking?	Comment
c. No change in feeling of safety	Cars are not paying much attentions to cyclist in general. They regularly run the flashing lights at the crosswalk across Ravenswood as well
c. No change in feeling of safety	Vehicles do not seem to pay any attention to bikes or pedestrians. There is so much traffic along Ravenswood including traffic turning on and off that it's very hectic. I have not observed vehicles abiding by the new striping to one lane the block before the tracks. This is such a busy corridor that the City and County need to move forward with grade separation.
c. No change in feeling of safety	It was fine before
c. No change in feeling of safety	My primary reason for biking on Ravenswood is go to Kepler's, Barrone, Little Sky from Downtown Palo Alto. I'm writing in to say I would bike more but it's virtually impossible to cross the stupid rubber blocks in the middle of Ravenswood. You cannot cross on a bike and returning is just awful. Please consider the bike experience and access from the Willows and downtown Palo Alto holistically in the improvements on Ravenswood
c. No change in feeling of safety	Not enough buffer from cars. Too afraid of distracted drivers.
d. Feels somewhat less safe bicycling	So many people drive in the bike lane every morning making it more dangerous
d. Feels somewhat less safe bicycling	Sometimes cars are still passing in that area that makes me feel unsafe.
e. Feels much less safe bicycling	Vehicles cut me off and wouldn't recognize me as a bike rider
e. Feels much less safe bicycling	Frustrated drivers cutting you off

Do you feel safer crossing Ravenswood Avenue at Alma Street?

Do you feel safer crossing Ravenswood?	Comment
a. Feels much safer crossing Ravenswood Avenue	Reducing the number of motor vehicle travel lanes on Ravenswood and has meant that I perceive slower vehicle speeds and also that the distance I need to cover within the motor vehicle travel lanes is approximately halved. I'm delighted by the reduction in the number of lanes on Ravenswood Avenue at the intersection with Alma Street and I strongly encourage the City of Menlo Park to apply similar treatments that reduce the width of roads and reduce the travel speeds of drivers across the city.
a. Feels much safer crossing Ravenswood Avenue	Stepping into the bicycle lane is much safer than stepping into the lane of traffic. With two lanes, a bus would often block visibility of pedestrians or flashing lights for a car traveling in the second lane. This was dangerous when crossing towards the park.
a. Feels much safer crossing Ravenswood Avenue	With only one lane of traffic, cars go slower and can see me crossing more easily. With a dog and a baby, it was sometimes scary crossing the second lane and hoping that the cars noticed us — and very frustrating and dangerous the many times they did not.
a. Feels much safer crossing Ravenswood Avenue	See previous answers
a. Feels much safer crossing Ravenswood Avenue	Flashing light alerts cars of red. crossing. However, you still have to carefully cross
b. Feels somewhat safer crossing Ravenswood Avenue	I've noticed the cars stopping more frequently than before

b. Feels somewhat safer crossing Ravenswood Avenue	It feels safer because cars can see you from the westbound lanes. In the previous configuration, two westbound lanes could block site lines.
b. Feels somewhat safer crossing Ravenswood Avenue	Single lane of traffic to watch out for, but there are some drivers who still drive in that bike lane.
b. Feels somewhat safer crossing Ravenswood Avenue	We need a refuge in the middle when crossing. There is room to create one by moving the west bound land somewhat to the north thereby creating space for the crossing refuge.
b. Feels somewhat safer crossing Ravenswood Avenue	When there are two cars going the same direction, one will zoom past a stopped one and almost hit you. With one side reduced to a lane, you can at least see bicycles coming more easily.
b. Feels somewhat safer crossing Ravenswood Avenue	I have to wait for fewer lanes of traffic and it's easier to see when I'm able to cross, which makes it safer
b. Feels somewhat safer crossing Ravenswood Avenue	less cars to worry about
b. Feels somewhat safer crossing Ravenswood Avenue	While I feel more visible, it is still dependent on drivers paying attention. Easier to make sure everyone is stopping when there's only one lane, though! This is a bit of a trade off, as if you were able to get the car in the closest lane to stop, it was far more likely to get the other lane to stop as well
b. Feels somewhat safer crossing Ravenswood Avenue	Cars still travel very fast and do not yield to pedestrians. I don't think they see us
b. Feels somewhat safer crossing Ravenswood Avenue	Mas seguro
b. Feels somewhat safer crossing Ravenswood Avenue	I feel more sure that drivers can see me and my small children while we're waiting to cross.
b. Feels somewhat safer crossing Ravenswood Avenue	I often cross with my children. It's stressful to make sure two lanes of car traffic can see us. Especially when people went from one lane to two, it felt like they'd often zoom past anyone stopped... even if those people were stopped for a pedestrian crossing.
b. Feels somewhat safer crossing Ravenswood Avenue	1 lane of car reduces the proportion of cars to pedestrians and drivers' views are not blocked by the car next to them.
c. No change in feeling of safety crossing Ravenswood Avenue	Being a pedestrian and a commuter i find the blinking lights at the cross walk to be far more effective than the lane. Adding the bike lane did not increase visibility what so ever. In fact it made it worse as road rage drivers illegally go in the bike lane now to move around traffic
c. No change in feeling of safety crossing Ravenswood Avenue	Cars still drive too fast
c. No change in feeling of safety crossing Ravenswood Avenue	Don't notice anything different
c. No change in feeling of safety crossing Ravenswood Avenue	Honestly, I use that crosswalk all the time, including today, but it doesn't feel any more or less safe to me now. However, I didn't cross at normal commute times today and I imagine it would feel more safe when crossing during commute hours when there is heavy traffic

c. No change in feeling of safety crossing Ravenswood Avenue	I just haven't noticed a difference
c. No change in feeling of safety crossing Ravenswood Avenue	If you cross Ravenswood as a pedestrian at Alma Street, the traffic from El Camino headed East backs up on to the tracks. There needs to be signage not to enter the intersection while pedestrians are in the walkways or have a timed crosswalk sign for pedestrians. Make pedestrians and bikes wait like they do at an lighted intersection. Pedestrians need to be ware that when they cross can back up traffic on the tracks. Have the light up signs on a solar power with back up for evenings.
c. No change in feeling of safety crossing Ravenswood Avenue	It has always been a matter of the cars paying attention, people are are in a rush to be somewhere. That has been my experience. And they are still backing up on the tracks when some stops for someone crossing Alma and Ravenswood
c. No change in feeling of safety crossing Ravenswood Avenue	Not all cars stop for the flashing lights. Some speed up.
c. No change in feeling of safety crossing Ravenswood Avenue	Same frequency of cars stopping and not stopping.
c. No change in feeling of safety crossing Ravenswood Avenue	Too often cars do not stop for flashing yellow lights. Visibility of yellow lights insufficient in daytime and not strong enough to get driver's attention at night. Illumination of cross-walk needed.
c. No change in feeling of safety crossing Ravenswood Avenue	no difference
c. No change in feeling of safety crossing Ravenswood Avenue	I don't use the crosswalk. ; If I have to cross, I do it when there is no traffic, without a crosswalk.
c. No change in feeling of safety crossing Ravenswood Avenue	As said before: a lot of drivers just don't pay attention. I wear a neon yellow vest now, hoping to get more visibility
c. No change in feeling of safety crossing Ravenswood Avenue	I would never, ever cross at the pedestrian crosswalk. Vehicles DO NOT notice pedestrians even with the lights and flags. There are near misses every time I pass through. Please move forward with grade separation.
c. No change in feeling of safety crossing Ravenswood Avenue	I'm a very careful pedestrian
c. No change in feeling of safety crossing Ravenswood Avenue	It's still a crappy location.
c. No change in feeling of safety	What changed? It still feels like I'm throwing myself into traffic

crossing Ravenswood Avenue	
c. No change in feeling of safety crossing Ravenswood Avenue	Between the cars and the unpredictability of when a train will come and impact traffic, it feels like drivers are distracted, and even with the crosswalk, I fear that drivers aren't looking for pedestrians or bicyclists.
c. No change in feeling of safety crossing Ravenswood Avenue	I have always been very safety conscious at this intersection, and my behavior has not changed
c. No change in feeling of safety crossing Ravenswood Avenue	Drivers just don't always stop.
c. No change in feeling of safety crossing Ravenswood Avenue	The crosswalk already has flashing lights and flags that can be held when crossing.
c. No change in feeling of safety crossing Ravenswood Avenue	It's still a dangerous crossing. You can press the lighted sign and wave all you want, there's always one driver that doesn't see you to stop or doesn't care to stop or doesn't bother to wait until you finished crossing before speeding so close you feel the wind.
c. No change in feeling of safety crossing Ravenswood Avenue	This crossing is still horribly scary for peds because of the car speeds and even worse for bikes who do not have a clear space to travel. Biking in the ped crosswalk is unacceptable. This intersection still needs major improvements to ensure pedestrian and bicycle safety. The cars can wait a few more seconds with a stop sign or other means of ensuring people's slow down in order to allow pedestrians and bikes to safely cross.
c. No change in feeling of safety crossing Ravenswood Avenue	Cars travel fast in both directions, and there are two lanes of traffic coming from El Camino. You have to hope all traffic will see the flashing lights and stop. I've almost been run over there as I stepped into the crosswalk by drivers who didn't see the lights or ignored them.
c. No change in feeling of safety crossing Ravenswood Avenue	it still feels unsafe. like always
d. Feels somewhat less safe crossing Ravenswood Avenue	Bikes don't usually stop for pedestrians and have gotten very close to me.
d. Feels somewhat less safe crossing Ravenswood Avenue	<p>Cars traveling west on Ravenswood are now backed up past the Ravenswood/Laurel intersection down Laurel towards Burgess and Oak Grove and further down Ravenswood toward Middlefield. This bike lane has caused unnecessary congestion and stress for people trying to drive into Menlo Park. The one west bound lane at the crosswalk is in a hurry to get across the tracks and break free and get into one of the three lanes in front of them.</p> <p>All the kids who ride their bikes to Hillview have not changed their pattern of riding their bikes to school. They still ride their bikes thru Burgess Park, they are not using the new bike lane on Ravenswood so it's certainly not benefiting them.</p> <p>I thought when the city took away all the parking spaces on Oak Grove and put in bike lanes, that this was considered a safe bike thoroughfare to downtown Menlo Park. Why are we creating another bike lane a couple of blocks away when it is so disruptive to the traffic and creates unnecessary congestion? Are the planners forgetting that there is going to be a huge complex with many more cars coming to the Ravenswood/Laurel intersection? If we have a safe bike-corridor on Oak Grove, then have bikers use what has been designed and built for them. Let the cars use Ravenswood.</p>

d. Feels somewhat less safe crossing Ravenswood Avenue	That intersection is like playing Russian roulette with your life. You have to be so careful because of the drivers. A bike line only puts one more element into a very unsafe intersection.
e. Feels much less safe crossing Ravenswood Avenue	Cars having to use just one lane are distracted by navigating that
e. Feels much less safe crossing Ravenswood Avenue	There are way more cars waiting in one line and the line is now always backed up past the pedestrian crosswalk
e. Feels much less safe crossing Ravenswood Avenue	Vehicles can't see you

Has it made your transit trip slower or less reliable?

Impact on transit trip?	Comment
d. Somewhat slower and/or less reliable	Congestion is much worse when the caltrain is passing. The missing car lane makes traffic back up on both sides of Laurel and when the railroad signals are going, it often takes 2 full traffic light cycles before I can turn left. I hate it.
e. Much slower and/or less reliable	It has screwed up traffic and made those who have to get out on Noel a nightmare. As soon as my lease is up I'll move.
e. Much slower and/or less reliable	It was a horrible idea, it creates much more congestion and gives you less time to get in what lane you need to be in at el camino light.



STAFF REPORT

City Council

Meeting Date:

5/9/2023

Staff Report Number:

23-108-CC

Consent Calendar:

Authorize the Mayor to execute the second amended and restated joint powers agreement with the San Francisco Creek Joint Powers Authority

Recommendation

Staff recommends that the City Council authorize the Mayor to execute the second amended and restated joint powers agreement with the San Francisquito Creek Joint Powers Authority (SFCJPA).

Policy Issues

The City has been a member of the SFCJPA since its creation in 1999. The City Council must approve multiagency agreements.

Background

The SFCJPA is a regional government agency. It was created May 18, 1999, via an agreement between the cities of Menlo Park, Palo Alto and East Palo Alto, and the Santa Clara Valley Water District and San Mateo Flood Control District (“Member Entities”). The SFCJPA plans, designs, and implements projects that are comprehensive in geography and function along San Francisquito Creek. Its projects protect and alert communities to the potential for flooding, enhance and restore ecosystems, and connect neighborhoods by improving access to trails.

On Jan. 1, 2020, the San Mateo County Flood Control District was officially reconstituted as the San Mateo County Flood and Sea Level Rise Resiliency District (commonly referred to as OneShoreline) at which time, OneShoreline assumed the revenues and responsibilities of the San Mateo County Flood Control District. In 2020, the first amended and restated joint powers agreement was drafted; it contained updates reflecting OneShoreline’s new role.

Other than the first amendment, the SFCJPA joint powers agreement has not been updated or revised since it was approved almost 24 years ago. During this time span, there have been updates to laws, guidelines and standards, and changes in or clarifications of the SFCJPA’s practices. Given these changes, the joint power authority (JPA) and its Member Entities have pursued development of a second amendment.

Over the past two years technical, policy and legal staff from each member agency have reviewed this second amendment draft, and provided multiple rounds of analysis, edits and comments. The second amended and restated joint powers agreement represents the language agreed to by the technical, policy, and legal staff engaged in this process from all SFCJPA member agencies. The changes resulting from these edits and comments are reflected in the tracked changes version of the second amended and restated joint powers agreement (Attachment A).

On March 23, 2023, the SFCJPA Board, approved the draft second amended and restated joint powers agreement and recommended sending it to the governing bodies of all member agencies for approval.

Analysis

Revisions in the recommended second amended and restated SFCJPA members agreement include:

- Reconciliation of original document text to reflect actual practice (for example, hiring of JPA staff and board roles)
- Clarification of SFCJPA authority for and decision-making process of land acquisition
- Clarification of OneShoreline representation on the SFCJPA Board to prevent duplicative representation from a single member organization
- Clarification of SFCJPA scope regarding shoreline projects and watershed stewardship
- Modernization and simplification of language for clarity
- Addition of now-standard clauses common to local government agreements; and
- Format reconciliation.

A final version of the joint powers agreement is attached (Attachment B). Upon authorization from all Member Entities, the agreement will be circulated to each agency for execution.

Impact on City Resources

The City pays annual dues to the JPA, which are included in the City's operating budget. There is no immediate or direct financial impact with the approval of the agreement.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Tracked changes version of the joint powers agreement
- B. Clean copy of the joint powers agreement

Report prepared by:

Tanisha Werner, Assistant Public Works Director - Engineering

Report Approved by:

Nikki Nagaya, Deputy City Manager

SECOND AMENDED AND RESTATED
JOINT POWERS AGREEMENT

FOR THE

SAN FRANCISQUITO CREEK
JOINT POWERS ~~AGREEMENT~~ **AUTHORITY**

AMENDED AND RESTATED

as of

_____, 2023

**SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR
THE SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY
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**SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT
FOR THE SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY**

This Second Amended and Restated Agreement Joint Powers Agreement for the San Francisquito Creek Joint Powers Authority (“Agreement”) is made by and among the City of East Palo Alto, the City of Menlo Park, the City of Palo Alto, the ~~City of East Palo Alto, the Santa Clara Valley Water District, and the~~ San Mateo County Flood and Sea Level Rise Resiliency District (“~~and the Santa Clara Valley Water District~~ (each a Member Entity and collectively, the Member Entities”), all of which are public entities organized and operating under the laws of the State of California, and each of which is a public agency as defined in California Government Code section 6500. This Agreement is effective upon full execution by all Member Entities (Effective Date).

RECITALS

A. The Joint Exercise of Powers Act, being Government Code sections 6500 et seq. (the “JPA Law”), permits two or more local public entities by agreement to jointly exercise any power common to them.

B. Following years of effort to address environmental and flooding concerns related to the watershed and floodplain of San Francisquito Creek (encompassing approximately 50 square miles from the Santa Cruz Mountains to San Francisco Bay), and soon after the flood of record in 1998 damaged approximately 1,700 properties, the Member Entities established the San Francisquito Creek Joint Powers Authority (Authority) pursuant to that certain “Joint Exercise Powers Agreement Creating the San Francisquito Creek Joint Powers Authority,” dated as of May 18, 1999, to collectively contribute resources and implement policies and projects of mutual interest relating to the primary natural features that unite them, including the San Francisquito Creek (“Creek”).

C. The Joint Powers Agreement Creating the San Francisquito Creek Joint Powers Authority, dated as of May 18, 1999, was thereafter revised pursuant to the Joint Powers Agreement for the San Francisquito Creek Joint Powers Authority, Amended and Restated as of January 1, 2020.

D. Each Member Entity agrees to contribute resources and funding towards implementation of projects of mutual interest and benefit relating to San Francisquito Creek and San Francisco Bay shoreline.

~~C.E.~~ The governing body of each Member Entity has determined that it is in the Member Entity’s best interest and ~~in~~ the public interest that this Second Amended and Restated Joint Powers Agreement for the San Francisquito Creek Joint Powers Authority be executed to make minor procedural updates, including the change on January 1, 2020 of the San Mateo County Flood Control District to the San Mateo County Flood and Sea Level Rise Resiliency District.

NOW, THEREFORE, the Member Entities, by, between and among themselves, in

consideration of the mutual benefits, promises, and agreements set forth below, hereby agree as follows:

~~1. CREATION OF THE SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY.~~

1. Creation of the San Francisquito Creek Joint Powers Authority

Pursuant to the JPA Law, the Member Entities create a public agency, separate and apart from the Member Entities to be known as the San Francisquito Creek Joint Powers Authority (~~the~~ “Authority”). Pursuant to Government Code section 6508.1, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any party to this Agreement. A Member Entity may separately contract for or assume responsibility for specific debts, liabilities, or obligations of the Authority. For purposes of, and to the extent required by, Government Code section 6509, in exercising its powers, the Authority shall be subject to the restrictions upon the manner of exercising the powers of the City of Menlo Park,

except as otherwise authorized or permitted by the JPA Law.

2. Purposes

~~2. PURPOSES.~~ This Agreement is entered into by Member Entities under the JPA Law for the following purposes:

~~a. — To facilitate and perform bank stabilization, channel clearing and other Creek maintenance.~~

~~b. To plan flood control measures for the~~

~~a. Develop and maintain projects to reduce the risk of flooding in and around San Francisquito Creek watershed.~~

~~b. Develop and maintain projects to reduce the risk of coastal flooding from along the San Francisco Bay shoreline.~~

~~e.a. To take actions necessary to preserve and enhance environmental values and instream uses of San Francisquito Creek. Maintain, restore, enhance the environment, and create recreational opportunities, where possible, in implementing the other purposes stated herein.~~

~~d.b. To coordinate emergency mitigation and response activities relating to San Francisquito Creek. Provide regional information related to flood preparedness and emergency response agencies and others to enhance their ability to communicate about and respond to flood risks.~~

~~e. To make recommendations to Member Entities for funding and alternatives for long term flood control for Member Entity consideration. Secure and administer funding for the benefit of the Authority's operations, capital projects, and related work.~~

~~3. PARTIES TO AGREEMENT.~~

~~c. Each Member Entity certifies that it intends to and does contract with every other Member Entity which is a signatory to this Agreement. Each Member Entity also certifies that the deletion~~

3. Parties to Agreement

Withdrawal or expulsion of any Member Entity from this Agreement does not affect this Agreement nor each Member Entity's intent to contract with the Member Entities then remaining. Pursuant to Assembly Bill 825 (Chapter 292, Statutes of 2019), which amended the San Mateo County Flood Control District Act to provide for the San Mateo County Flood and Sea Level Rise Resiliency District, the Member Entities agree that the San Mateo County Flood and Sea Level Rise Resiliency District (OneShoreline) is the entity formerly known as the San Mateo County Flood Control District, and as such is subject to the terms and conditions of this Agreement.

~~4. TERM OF AGREEMENT.~~

4. Term of Agreement

This Agreement ~~became effective as of May 18, 1999 and~~ continues in full force until terminated in accordance with ~~Paragraph 18~~paragraph 17. (~~Termination and Distribution~~).

~~5. POWERS OF THE AUTHORITY.~~

5. Powers of the Authority

The Authority shall have all powers common to the Member Entities, and such additional powers granted to it by law, necessary to fulfill the purposes of this Agreement. The Authority, through its Board of Directors, is authorized, in its own name and subject to the limitations set forth below, to do all acts necessary to fulfill the purposes of this Agreement referred to in ~~Paragraph~~paragraph 2. (~~Purposes~~) including, but not limited to, each of the following:

- a. Make and enter into contracts;
- b. Incur debts, liabilities, and obligations, provided that no debt, liability, or obligation of the Authority shall be a debt, liability, or obligation of a Member Entity except as separately agreed to by a Member Entity;
- c. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
 - a. Acquire, hold, and dispose of real property, including, without limitation, the power to convey real property to a Member Entity, as deemed appropriate by the Authority's Board of Directors, and as accepted by the Member Entity, provided, however, that the Authority shall not exercise the power of eminent domain in the jurisdiction of a Member Entity unless the Member Entity adopts a resolution consenting to the Authority's exercise of eminent domain within its jurisdiction.
 - ~~b.~~ Sue and be sued in its own name;
 - ~~c.~~ Contract with independent consultants and ~~or~~ contractors;
 - ~~f.~~ Receive, collect, and disburse monies;
 - ~~g.d.~~ Carry out other duties as required to accomplish other responsibilities as set forth in this Agreement;
 - ~~e.~~ Hire staff in conformance with an approved operating budget;
 - ~~h.f.~~ Assign, delegate, or contract with a Member Entity or third party to perform any of the Authority's ~~of the Board~~ duties including, but not limited to, acting as administrator for the Authority; and

~~i. Exercise all other powers and carry out other duties as necessary and proper to carry out/fulfill the provisions of this Agreement.~~

~~These powers shall be exercised in the manner provided by applicable law and as expressly set forth in this Agreement.~~

~~6. MEMBER ENTITY APPROVALS AND RESPONSIBILITIES: Member Entity Approvals and Responsibilities~~

~~Each Member Entity has the approval authority, obligations, and responsibilities set forth in this Agreement. No action of the Authority shall be effective or binding unless and until such action has been approved in accordance with Subparagraph “e.” (Action of the Board) of Paragraph 10. (Board Members) by the~~The Member Entities retain the following powers:

- ~~g. The designation of each Member Entity’s Director and alternate as specified in paragraph 9. Board of Directors consistent with a budget;~~
- ~~h. Approval of an amendment to this Agreement as specified in paragraph 19. Amendments;~~
- ~~i. Approval of the Member Entity’s funding or other contribution for a capital project as specified in paragraph 7. Capital Project Participation; and~~
- ~~j. Approval of the Member Entity’s contribution to the annual budget of the Authority as specified in paragraph 12. Operating Budget.~~

~~6. Capital Project Participation~~

~~The Authority may approve a contract for a capital project or any discrete phase of a capital project in accordance with the following conditions:~~

- ~~a. The Authority’s Board of Directors has determined that the Authority will have the funds necessary to pay for that capital project or that discrete phase of the project being approved; and~~
- ~~Any funding or other contribution from a Member Entity to that capital project or to that discrete phase of the capital project has been approved by independent action of each/the Member Entity’s governing body.~~

~~7. PROJECT PARTICIPATION APPROVAL AUTHORITY.~~

- ~~b. or designee. Each Member Entities/Entity shall have the right to determine independently whether to participate in any capital improvement project. No capital improvement project shall be approved by the Authority unless and until Member Entities sufficient to fund the project fully have approved the project by independent action of each such funding Member Entity’s governing body.~~

~~8.7. MEMBERSHIP: Membership~~

~~New Member Entities may be added to the Authority by amending this Agreement, as described in Paragraph 21/paragraph 19. (Amendments), and Member Entities may withdraw or be expelled, as described in Paragraph 16/paragraph 15. (Withdrawal) and Paragraph 17/paragraph 16. (Expulsion).~~

~~9.8. BOARD OF DIRECTORS: Board of Directors~~

~~a. Directors. There shall be a Board of Directors (the “Board”) to govern the~~
~~a. affairs of the Authority. The Board of Directors shall be comprised of one director, and one alternate director, from~~Director designated by each Member Entity. Each ~~director has~~Director shall have one vote. ~~An alternate director may cast a vote as a member of~~ on the Board of Directors only in the absence of the director from that same Member Entity. Each ~~director and~~Director shall have an alternate director shall be a member of the governing body of the Member Entity and shall be designated by ~~it~~the governing body; ~~provided, however, that no~~ of each Member Entity.

No two ~~directors~~Directors and no two ~~alternate directors~~Alternate Directors shall be from the same governing body of any Member Entity.

c. Alternates. All references in this Agreement to a Director refer to and include the Director's alternate, when acting in place of a Director.

~~b.d.~~ Compensation. Directors ~~and alternate directors~~ are not entitled to compensation by the Authority. The Board of Directors may authorize reimbursement of expenses incurred by Directors in connection with serving as a Director.
~~by directors or alternate directors.~~

e. Term. The term of office of a Director shall terminate when such person ceases to be a member of the governing body of the Member Entity or the Member Entity designates another Director and/or alternate to serve.

~~e.f.~~ Powers. The powers of the Board of Directors are each of the powers of the Authority

not specifically reserved to the Member Entities by this Agreement. ~~The Member Entities retain~~No Action of the Authority shall be effective or binding unless and until such action has been authorized by the Board of Directors and either 1) is consistent with the budget approved by the Board of Directors pursuant to paragraph 12. Operating Budget, or 2) complies with paragraph 7. Capital Project Participation.

~~the following powers:~~

~~(1) — The designation of the Board as specified in Subparagraph “a.” of Paragraph 9. (Board of Directors);~~

~~(2) — Approval of an amendment to this Agreement as specified in Paragraph 21. (Amendments);~~

(3) — Approval of actions pursuant to Paragraph 6. (Member Entity Approvals and Responsibilities);

(4) — Approval of project participation as specified in paragraph 7. (Project Participation Approval Authority); and

(5) — Approval of the annual budget of the Authority as specified in Paragraph 13. (Budget).

10. BOARD MEMBERS.

a.g. Meetings. The Board of Directors shall hold at least one regular meeting each year, at which time the Board of Directors shall elect its officers as appropriate to comply with Paragraph 11 pursuant to paragraph 10. (Officers). The Board of Directors shall fix the date, hour, and place at which each regular meeting is to be held. To the extent practicable, each Board of Directors meeting shall be held in Northern Santa Clara County or Southern San Mateo County. The Chair presides at all meetings. A special meeting may be called upon written request by the Chair or at least two directors Directors.

b.h. Brown Act. Each regular, adjourned regular, or special meeting of the Board of Directors shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Sections 54950, et seq., of the Government Code §54950, et seq.).

e.i. Notices, Agendas, Minutes. The Board of Directors shall appoint or hire a Clerk of the Board of Directors who shall draft be responsible for preparing minutes of each regular and special meeting of the Board, which shall be considered for approval by the Board at a subsequent regular meeting of Directors, and issuing notices and agendas in accordance with the law.

d.j. Quorum. No business may be transacted by the Board of Directors without a quorum of members of the Board of Directors being present except that less than a quorum may adjourn from time to time. A quorum consists of a majority of the members of the Board of Directors.

e. Action of the Board of Directors. Except as otherwise specified in this Agreement, or required by law, any action of the Board of Directors shall require a vote of a majority of the Board.

k. 11. OFFICERS Directors.

7. Officers-

— The officers of the Authority are the Chair, and Vice-Chair, and Secretary.

a. Election/Term/Duties.

b. The officers shall be elected or appointed by the Board of Directors at its first meeting of the calendar year, unless that is delayed by an action of the Board of Directors.

c. The term of office for Chair, and Vice-Chair, and Secretary is one year shall be determined by a vote of the Board of Directors. The officers shall assume the duties of their offices upon being elected or appointed, as appropriate.

— If any of the Chair, or Vice-Chair, or Secretary ceases to be a member of the Board of Directors, the Board of Directors shall elect or appoint a new officer at the next regular meeting of the Board of Directors held after the vacancy occurs.

b. Compensation. Officers are not entitled to compensation by the Authority. The Board may authorize reimbursement of expenses incurred by officers.

e. Appointment/Contract. The Board may appoint such officers and may

~~hire or contract with such persons or firms as it considers necessary to carry out the purposes of this Agreement.~~

~~12. FISCAL YEAR. The first fiscal year of the Authority is July 1, 1999 through~~

~~d. June 30, 2000.~~

~~8. Fiscal Year~~

Each ~~subsequent~~ fiscal year of the Authority shall begin on July 1st of a calendar year and end on June 30th of the next following calendar year.

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9. Operating Budget

~~a. BUDGET.~~ The Board of Directors shall adopt an annual operating budget, which shall be separate from the budget for any capital project of the Authority's capital projects budget. The operating budget shall include the proposed contribution from each Member Entity ~~for the fiscal year~~ and other sources of income for the fiscal year.

~~b.~~ The operating budget shall not be effective unless and until the governing body of each Member Entity ~~has approved~~approves that Member Entity's contribution to the operating budget.

~~c.~~ A Member Entity ~~contributions's contribution~~ shall become ~~immediately~~ due and payable to the Authority upon adoption of the annual operating budget, ~~unless expressly provided otherwise in by the Board of Directors and~~ approval of the Member Entity's contribution to the budget by that Member Entity's governing body.

10. Annual Audit and Audit Reports

~~14. ANNUAL AUDIT AND AUDIT REPORTS.~~ The Board of Directors shall cause an annual financial audit to be made by an independent certified public accountant with respect to all Authority receipts, disbursements, other transactions, and entries into the books. A report of the financial audit shall be filed as a public record with each Member Entity. The audit shall be filed no later than as required by State law. The Authority shall pay the cost of the financial audit from its annual operating budget in the same manner as other administrative costs.

~~15. ESTABLISHMENT AND ADMINISTRATION OF FUNDS.~~

11. Establishment and Administration of Funds

a. Accountability. The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It shall comply with every provision of law relating to the establishment and administration of funds, ~~particularly Section 6505 of the California in~~ particular. Government Code §6505. The funds shall be accounted for on a full accrual basis.

b. Investment/Disbursement. The Authority shall receive and disburse funds only in accordance with policies and procedures established by the Board of Directors and in conformity with applicable law.

c. Insurance/~~Bond~~Bonds. The Authority shall procure, carry and maintain, in full force and effect, at all times during the term of this Agreement, such insurance and bonds to protect the Authority and ~~its members of the~~ Board of Directors, officers, employees, agents, and Member Entities, as deemed appropriate by the Board of Directors.

d. Depository and Auditor Controller. The Board of Directors shall designate one of its officers, employees or a third party to perform all acts required by Government Code Sections §6505 (regarding an annual audit), §6505.1 (regarding charge of and access to property), §6505.5 (regarding the depository and custodian of money), and §6505.6 (regarding independent audit where an officer or employee acts as treasurer, auditor, or both), as such laws are amended from time to time.

14

12. Withdrawal

~~a. WITHDRAWAL.~~ Member Entities may withdraw from the Authority for

subsequent fiscal years by providing written notice to the Authority and each Member Entity on or before May 1 of any fiscal year. Withdrawal shall be effective on July 1 of the next fiscal year. This shall be the exclusive means by which a Member Entity may withdraw from the Authority.

 b. Any Member Entity that withdraws shall remain liable for any budget contributions or capital ~~improvement~~ project participation approved before withdrawal.

 c. Any Member Entity that withdraws shall remain liable for any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage, or any other loss caused by or arising out of that ~~party~~ Member Entity's performance or failure to perform the obligations assumed before the Member Entity withdraws from this Agreement. Any Member Entity that withdraws shall remain subject to the provisions of ~~Paragraph 23. (Liability of the Authority; Release and Indemnity)~~ paragraph 21. Indemnification
 with

respect to any event or occurrence taking place before the Member Entity withdraws.

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13. Expulsion

a. ~~EXPULSION.~~ The Authority may expel a Member Entity from the Authority by a four-fifths (4/5) vote of the Authority Board of Directors for a breach of this Agreement determined by the Board of Directors to be a material breach.

b. _____ Any Member Entity that has been expelled pursuant to this paragraph shall have no further liability or obligation pursuant to this Agreement after the effective date of such expulsion; except such Member Entity shall remain liable for any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage, or any other loss caused by or arising out of that party's performance or failure to perform the obligations assumed before the Member Entity was expelled, including any budget contributions or capital improvement project participation approved before expulsion.

c. _____ Any Member Entity that has been expelled shall remain subject to the provisions of Paragraph 23. (Liability of the Authority; Release and Indemnity) paragraph 21. Indemnification with respect to any event or occurrence taking place before the Member Entity was expelled.

18. TERMINATION AND DISTRIBUTION.

14. Termination and Distribution

a. Termination. This Agreement shall continue until terminated. This Agreement may be terminated by the written consent of four-fifths (4/5) of the Member Entities; provided, however, this. The Agreement and the Authority shall continue to exist after termination for the purpose of may only be terminated after disposing of all claims, distribution of assets, and performance of all other functions necessary to conclude the obligation obligations and affairs of the Authority.

b. Surplus. In the event that the Authority is terminated, any surplus money on deposit in any fund or account of the Authority shall be returned in proportion to the contributions made as required by Section 6512 of the California Government Code Concluding Affairs.

The Board of Directors is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority, including for the disposition, division, or distribution of any property acquired as a result of the joint exercise of powers.

19. NOTICES. Notices to each Member Entity under this Agreement are sufficient if mailed to its respective address on file with the Authority.

b. 20. PROHIBITION AGAINST ASSIGNMENT.

a. _____ Surplus. In the event that the Authority is terminated, any surplus money on deposit in any fund or account of the Authority shall be returned to Member Entities in proportion to the contributions made to that fund or account, as required by Government Code §6512.

b. _____ Property. All real property and any improvements thereon, that were owned by a Member Entity and contributed to the Authority shall be returned to the Member Entity, upon its approval, that contributed such property.

c. _____ Member Entity Obligations. In no event shall any funds or assets be distributed, divided or returned to a Member Entity until such Member Entity has either paid their share of all outstanding debts and obligations that were incurred while they were a Member Entity, or executed a contract with the Authority to pay for all outstanding debts and obligations that were incurred while they were a Member Entity.

15. Prohibition Against Assignment

No Member Entity may assign a right, claim, or interest it may have under this Agreement, and any such assignment shall be void. No creditor, assignee, or third-party beneficiary of a Member Entity has a right, claim, or title to any part, share, interest, fund, or asset of the Authority.

16. Amendments

~~21. AMENDMENTS.~~ This Agreement may only be amended by approval by the governing body for each and every Member Entity. A proposed amendment must be submitted to each Member Entity at least thirty (30) days in advance of the date ~~when the Member Entity considers it on which it will be considered.~~ An amendment is ~~to be~~ effective ~~immediately unless otherwise designated upon full execution by all Member Entities.~~

~~22. SEVERABILITY. If a portion, term, condition, or~~

17. Severability

~~If a court of competent jurisdiction holds any provision of this Agreement is determined by a court to be illegal or in conflict with the law of the State of California, or is otherwise rendered, unenforceable or ineffectual, or invalid in whole or in part for any reason, the validity and enforceability of the remaining portions, terms, conditions, and provisions is, or portions of them, will not be affected.~~

23. ~~LIABILITY OF THE AUTHORITY; RELEASE AND INDEMNITY, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.~~

18. Indemnification

a. ~~Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, any Member Entity, any member of the Board of Directors, and each officer, employee and agent of the Authority or Member Entities, for their actions taken within the scope of their duties while acting on behalf of the Authority. The parties to this Agreement release each other and agree to hold each other harmless, as well as their officers and employees, for any loss or liability arising from their respective activities pursuant to this Agreement. Except as otherwise provided herein, each party agrees to indemnify, defend~~

b. ~~In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Member Entities pursuant to Government Code Section 895.6, the Member Entities agree that all losses or liabilities incurred by a Member Entity shall not be shared pro rata but, instead, the Member Entities agree that, pursuant to Government Code Section 895.4, each Member Entity hereto shall fully indemnify and hold harmless each of the other parties Member Entities, their officers, agents board members, and employees, and agents, harmless from any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage, or any other loss caused by or arising out of that party's performance or failure to perform the obligations assumed under claim, expense or cost, damage or liability imposed for injury (as defined in Government Code 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Member Entity, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Member Entity pursuant to this Agreement. Each No Member Entity agrees that legal counsel for any Member Entity may be designated by the Board to represent the Authority by performing legal services, including litigation, and that any potential conflict of interest arising from such representation shall be deemed waived, nor any officer, board member, employees, or agent thereof shall be responsible for any damage or liability occurring by reason of the Authority and negligent acts or omissions or willful misconduct of the other Member Entity hereto, unless an actual adverse relationship exists between the Member Entity and the Authority with respect to the particular matter. The designation of legal counsel from a Member Entity shall be with the approval of that Member Entity its officers, board members, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such other Member Entity pursuant to this Agreement. The rights, duties, and obligations of the Member Entities as set forth above in this paragraph 21. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.~~

19. Choice of Law and Venue

24. ~~GOVERNING LAW. This~~ The Parties agree that this Agreement shall be to be governed ~~by and~~, construed, and enforced in accordance with the laws of the State of California.

25. ~~COUNTERPART~~ The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County or San Mateo County in the State of California. The Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

20. ~~Counterparts~~

This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one instrument.

21. ~~Agreement Complete~~

26. ~~AGREEMENT COMPLETE.~~ The foregoing constitutes the full and complete Agreement of the Member Entities. There are no oral understandings or agreements not set forth in writing herein.

22. ~~No Third-Party Beneficiaries~~

27. ~~NO THIRD-PARTY BENEFICIARIES.~~ Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity, other than the ~~parties~~Parties hereto,

any legal or equitable right, remedy, or claim under or in respect of this Agreement or any covenants, conditions, or provisions contained herein.

23. ~~Nonwaiver of Rights~~

The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other Party that is in violation of the terms of this Agreement will not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct.

24. ~~Agreement Execution~~

Unless otherwise prohibited by law or policy of any Member Entity, the Member Entities agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term “electronic copy of a signed agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term “electronically signed agreement” means an agreement that is executed by applying an electronic signature using technology in compliance with the Electronic Signature Act (California Civil Code §1633).

25. ~~Equal Opportunity~~

a. ~~Equal Opportunity Employer~~

Each of the Member Entities is an equal opportunity employer and requires their contractors to have and adhere to a policy of equal opportunity and non-discrimination, including that such contractors will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic

information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

b. Compliance with Applicable Equal Opportunity Laws

All equal opportunity and non-discrimination policies of Member Entity contractors must be in conformance with applicable state and federal guidelines including the Federal Equal Opportunity Clause, 41 Code of Federal Regulations, Part 60-1, §60-1.4; Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.

c. Investigation of Claims

Member Entity contractors must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Section 28. Contractors must conduct a fair, prompt, and thorough investigation of all allegations directed to the contractor by any Member Entity. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, the contractor must take prompt, effective action against the offender.

26. Notices

Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives' addresses on file with the Authority. All notices are deemed to have been given when made in writing and when delivered or mailed to the representatives at their respective addresses.

IN WITNESS WHEREOF, the ~~parties~~Member Entities hereto have executed this Agreement on the dates

as set forth~~for the~~ below.

~~{(SIGNATURES TO FOLLOW ON SEPARATE PAGES)}~~

~~04/02/2019~~

~~DATED: , 2020 CITY OF MENLO PARK~~

~~By: _____~~

~~Cecilia Taylor, Mayor~~

~~ATTEST:~~

~~By: _____~~

~~Judi Herren, City Clerk~~

~~APPROVE AS TO FORM:~~

~~Cara E. Silver~~

~~Interim City Attorney~~

04/02/20-10

DATED: _____, 2020 CITY OF PALO ALTO

By: _____

Adrian Fine, Mayor

ATTEST:

By: _____

Beth Minor, City Clerk

~~APPROVE AS TO FORM:~~

~~Cassie Coleman~~

~~Assistant City Attorney~~

04/02/20-11

DATED: _____, 2020 CITY OF EAST PALO ALTO

By: _____

Regina Wallace Jones, Mayor

ATTEST:

By: _____

Walfred Solorzano, City Clerk

~~APPROVE AS TO FORM:~~

~~Rafael Alvarado~~

~~City Attorney~~

04/02/20-12

DATED: _____, 2020 SANTA CLARA VALLEY WATER DISTRICT

By: _____

Nai Hsueh, Chair

ATTEST:

By: _____

Michele L. King, CMC, Board Clerk

~~APPROVE AS TO FORM:~~

~~District Counsel By~~

~~Leslie Orta~~

~~Senior Assistant District Counsel~~

04/02/20-13 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

DATED: _____, 2023

CITY OF MENLO PARK

By: _____

Name

Mayor

ATTEST:

By: _____

Name

City Clerk

APPROVE AS TO FORM:

City Attorney

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

DATED: _____, 2023

CITY OF PALO ALTO

By: _____

Name

Mayor

ATTEST:

By: _____

Name

City Clerk

APPROVE AS TO FORM:

City Attorney

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DATED: _____, 2023

CITY OF EAST PALO ALTO

By: _____

Name

Mayor

ATTEST:

By: _____

Name

City Clerk

APPROVE AS TO FORM:

City Attorney

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DATED: _____, 2023

SANTA CLARA VALLEY WATER DISTRICT

By: _____
John L. Varela
Chair, Board of Directors

ATTEST:
By: _____
Michele L. King, CMC
Clerk, Board of Directors

APPROVE AS TO FORM: _____
District Counsel
J. Carlos Orellana

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DATED: _____, 2023

SAN MATEO COUNTY FLOOD
AND
SEA LEVEL RISE RESILIENCY
DISTRICT

By: _____
Name
Chair, Board of Directors

ATTEST:
By: _____
Name
Clerk, Board of Directors

APPROVE AS TO FORM: _____
Brian Kulich
Lead Deputy County Counsel
General Counsel

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**SECOND AMENDED AND RESTATED
JOINT POWERS AGREEMENT**

FOR THE

**SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY**

AMENDED AND RESTATED

as of

_____, 2023

**SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR
THE SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY**

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SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR THE SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY

This Second Amended and Restated Agreement Joint Powers Agreement for the San Francisquito Creek Joint Powers Authority (Agreement) is made by and among the City of East Palo Alto, the City of Menlo Park, the City of Palo Alto, the San Mateo County Flood and Sea Level Rise Resiliency District, and the Santa Clara Valley Water District (each a Member Entity and collectively, the Member Entities), all of which are public entities organized and operating under the laws of the State of California, and each of which is a public agency as defined in California Government Code section 6500. This Agreement is effective upon full execution by all Member Entities (Effective Date).

RECITALS

- A. The Joint Exercise of Powers Act, Government Code sections 6500 et seq. (JPA Law), permits two or more local public entities by agreement to jointly exercise any power common to them.
- B. Following years of effort to address environmental and flooding concerns related to the watershed and floodplain of San Francisquito Creek (encompassing approximately 50 square miles from the Santa Cruz Mountains to San Francisco Bay), and soon after the flood of record in 1998 damaged approximately 1,700 properties, the Member Entities established the San Francisquito Creek Joint Powers Authority (Authority) pursuant to that certain “Joint Powers Agreement Creating the San Francisquito Creek Joint Powers Authority,” dated as of May 18, 1999, to collectively contribute resources and implement policies and projects of mutual interest relating to the primary natural features that unite them, including the San Francisquito Creek.
- C. The Joint Powers Agreement Creating the San Francisquito Creek Joint Powers Authority, dated as of May 18, 1999, was thereafter revised pursuant to the Joint Powers Agreement for the San Francisquito Creek Joint Powers Authority, Amended and Restated as of January 1, 2020.
- D. Each Member Entity agrees to contribute resources and funding towards implementation of projects of mutual interest and benefit relating to San Francisquito Creek and San Francisco Bay shoreline.
- E. The governing body of each Member Entity has determined that it is in the Member Entity’s best interest and the public interest that this Second Amended and Restated Joint Powers Agreement for the San Francisquito Creek Joint Powers Authority be executed.

NOW, THEREFORE, the Member Entities, by, between and among themselves, in consideration of the mutual benefits, promises, and agreements set forth below, hereby agree as follows:

1. Creation of the San Francisquito Creek Joint Powers Authority

Pursuant to the JPA Law, the Member Entities create a public agency, separate and apart from the Member Entities to be known as the San Francisquito Creek Joint Powers Authority (Authority). Pursuant to Government Code section 6508.1, the debts, liabilities,

and obligations of the Authority shall not constitute debts, liabilities, or obligations of any party to this Agreement. A Member Entity may separately contract for or assume responsibility for specific debts, liabilities, or obligations of the Authority. For purposes of, and to the extent required by, Government Code section 6509, in exercising its powers, the Authority shall be subject to the restrictions upon the manner of exercising the powers of the City of Menlo Park, except as otherwise authorized or permitted by the JPA Law.

2. Purposes

This Agreement is entered into by Member Entities under the JPA Law for the following purposes:

- a. Develop and maintain projects to reduce the risk of flooding in and around San Francisquito Creek.
- b. Develop and maintain projects to reduce the risk of coastal flooding from along the San Francisco Bay shoreline.
- c. Maintain, restore, enhance the environment, and create recreational opportunities, where possible, in implementing the other purposes stated herein.
- d. Provide regional information related to flood preparedness and emergency response agencies and others to enhance their ability to communicate about and respond to flood risks.
- e. Secure and administer funding for the benefit of the Authority's operations, capital projects, and related work.

3. Parties to Agreement

Withdrawal or expulsion of any Member Entity from this Agreement does not affect this Agreement nor each Member Entity's intent to contract with the Member Entities then remaining. Pursuant to Assembly Bill 825 (Chapter 292, Statutes of 2019), which amended the San Mateo County Flood Control District Act to provide for the San Mateo County Flood and Sea Level Rise Resiliency District, the Member Entities agree that the San Mateo County Flood and Sea Level Rise Resiliency District (OneShoreline) is the entity formerly known as the San Mateo County Flood Control District, and as such is subject to the terms and conditions of this Agreement.

4. Term of Agreement

This Agreement continues in full force until terminated in accordance with paragraph 17. Termination and Distribution.

5. Powers of the Authority

The Authority shall have all powers common to the Member Entities, and such additional powers granted to it by law, necessary to fulfill the purposes of this Agreement. The Authority, through its Board of Directors, is authorized to do all acts necessary to fulfill

the purposes of this Agreement referred to in paragraph 2. Purposes including, but not limited to, each of the following:

- a. Make and enter into contracts;
- b. Incur debts, liabilities, and obligations, provided that no debt, liability, or obligation of the Authority shall be a debt, liability, or obligation of a Member Entity except as separately agreed to by a Member Entity;
- c. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
- d. Acquire, hold, and dispose of real property, including, without limitation, the power to convey real property to a Member Entity, as deemed appropriate by the Authority's Board of Directors, and as accepted by the Member Entity, provided, however, that the Authority shall not exercise the power of eminent domain in the jurisdiction of a Member Entity unless the Member Entity adopts a resolution consenting to the Authority's exercise of eminent domain within its jurisdiction.
- e. Sue and be sued in its own name;
- f. Contract with independent consultants and contractors;
- g. Receive, collect, and disburse monies;
- h. Hire staff in conformance with an approved operating budget;
- i. Assign, delegate, or contract with a Member Entity or third party to perform any of the Authority's duties including, but not limited to, acting as administrator for the Authority; and
- j. Exercise all other powers and carry out other duties as necessary and proper to fulfill the provisions of this Agreement.

6. Member Entity Approvals and Responsibilities

Each Member Entity has the approval authority, obligations, and responsibilities set forth in this Agreement. The Member Entities retain the following powers:

- a. The designation of each Member Entity's Director and alternate as specified in paragraph 9. Board of Directors;
- b. Approval of an amendment to this Agreement as specified in paragraph 19. Amendments;
- c. Approval of the Member Entity's funding or other contribution for a capital project as specified in paragraph 7. Capital Project Participation; and
- d. Approval of the Member Entity's contribution to the annual budget of the Authority as specified in paragraph 12. Operating Budget.

7. Capital Project Participation

The Authority may approve a contract for a capital project or any discrete phase of a capital project in accordance with the following conditions:

- a. The Authority's Board of Directors has determined that the Authority will have the funds necessary to pay for that capital project or that discrete phase of the project being approved; and
- b. Any funding or other contribution from a Member Entity to that capital project or to that discrete phase of the capital project has been approved by the Member Entity's governing body or designee. Each Member Entity shall have the right to determine independently whether to participate in any capital project.

8. Membership

Member Entities may be added to the Authority by amending this Agreement, as described in paragraph 19. Amendments, and Member Entities may withdraw or be expelled, as described in paragraph 15. Withdrawal and paragraph 16. Expulsion.

9. Board of Directors

- a. **Directors.** There shall be a Board of Directors to govern the Authority. The Board of Directors shall be comprised of one Director designated by each Member Entity. Each Director shall have one vote on the Board of Directors. Each Director shall have an alternate designated by the governing body of each Member Entity. No two Directors and no two Alternate Directors shall be from the same governing body of any Member Entity.
- b. **Alternates.** All references in this Agreement to a Director refer to and include the Director's alternate, when acting in place of a Director.
- c. **Compensation.** Directors are not entitled to compensation by the Authority. The Board of Directors may authorize reimbursement of expenses incurred by Directors in connection with serving as a Director.
- d. **Term.** The term of office of a Director shall terminate when such person ceases to be a member of the governing body of the Member Entity or the Member Entity designates another Director and/or alternate to serve.
- e. **Powers.** The powers of the Board of Directors are each of the powers of the Authority not specifically reserved to the Member Entities by this Agreement. No Action of the Authority shall be effective or binding unless and until such action has been authorized by the Board of Directors and either 1) is consistent with the budget approved by the Board of Directors pursuant to paragraph 12. Operating Budget, or 2) complies with paragraph 7. Capital Project Participation.
- f. **Meetings.** The Board of Directors shall hold at least one regular meeting each year, at which time the Board of Directors shall elect its officers pursuant to paragraph 10. Officers. The Board of Directors shall fix the date, hour, and place at which each regular meeting is to be held. To the extent practicable, each Board of Directors meeting shall be held in Northern Santa Clara County or Southern San Mateo County. The Chair presides at all meetings. A special

meeting may be called upon written request by the Chair or at least two Directors.

- g. **Brown Act.** Each regular, adjourned regular, or special meeting of the Board of Directors shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Government Code §54950, et seq.).
- h. **Notices, Agendas, Minutes.** The Board of Directors shall appoint or hire a Clerk of the Board of Directors who shall be responsible for preparing minutes of each regular and special meeting of the Board of Directors, and issuing notices and agendas in accordance with the law.
- i. **Quorum.** No business may be transacted by the Board of Directors without a quorum of members of the Board of Directors being present except that less than a quorum may adjourn from time to time. A quorum consists of a majority of the members of the Board of Directors.
- j. **Action of the Board of Directors.** Except as otherwise specified in this Agreement, or required by law, any action of the Board of Directors shall require a vote of a majority of the Directors.

10. **Officers**

- a. The officers of the Authority are the Chair, and Vice-Chair.
- b. The officers shall be elected or appointed by the Board of Directors at its first meeting of the calendar year unless delayed by an action of the Board of Directors.
- c. The term of office for Chair and Vice Chair shall be determined by a vote of the Board of Directors. The officers shall assume the duties of their offices upon being elected or appointed, as appropriate.
- d. If the Chair or Vice Chair ceases to be a member of the Board of Directors, the Board of Directors shall elect or appoint a new officer at the next regular meeting of the Board of Directors held after the vacancy occurs.

11. **Fiscal Year**

Each fiscal year of the Authority shall begin on July 1 of a calendar year and end on June 30 of the next following calendar year.

12. **Operating Budget**

- a. The Board of Directors shall adopt an annual operating budget, which shall be separate from the budget for any capital project of the Authority. The operating budget shall include the proposed contribution from each Member Entity and other sources of income for the fiscal year.
- b. The operating budget shall not be effective unless and until the governing body of each Member Entity approves that Member Entity's contribution to the operating budget.
- c. A Member Entity's contribution shall become due and payable to the Authority upon adoption of the annual operating budget by the Board of Directors and

approval of the Member Entity's contribution to the budget by that Member Entity's governing body.

13. Annual Audit and Audit Reports

The Board of Directors shall cause an annual financial audit to be made by an independent certified public accountant with respect to all Authority receipts, disbursements, other transactions, and entries into the books. A report of the financial audit shall be filed as a public record with each Member Entity. The audit shall be filed no later than as required by State law. The Authority shall pay the cost of the financial audit from its annual operating budget in the same manner as other administrative costs.

14. Establishment and Administration of Funds

- a. **Accountability.** The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It shall comply with every provision of law relating to the establishment and administration of funds, in particular, Government Code §6505. The funds shall be accounted for on a full accrual basis.
- b. **Investment/Disbursement.** The Authority shall receive and disburse funds only in accordance with policies and procedures established by the Board of Directors and in conformity with applicable law.
- c. **Insurance/Bonds.** The Authority shall procure, carry and maintain, in full force and effect, at all times during the term of this Agreement, such insurance and bonds to protect the Authority and the Board of Directors, officers, employees, agents, and Member Entities, as deemed appropriate by the Board of Directors.
- d. **Depository and Auditor Controller.** The Board of Directors shall designate one of its officers, employees or a third party to perform all acts required by Government Code §6505 (regarding an annual audit), §6505.1 (regarding charge of and access to property), §6505.5 (regarding the depository and custodian of money), and §6505.6 (regarding independent audit where an officer or employee acts as treasurer, auditor, or both), as such laws are amended from time to time.

15. Withdrawal

- a. Member Entities may withdraw from the Authority for subsequent fiscal years by providing written notice to the Authority and each Member Entity on or before May 1 of any fiscal year. Withdrawal shall be effective on July 1 of the next fiscal year. This shall be the exclusive means by which a Member Entity may withdraw from the Authority.
- b. Any Member Entity that withdraws shall remain liable for any budget contributions or capital project participation approved before withdrawal.
- c. Any Member Entity that withdraws shall remain liable for any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage, or any other loss caused by or arising out of that Member Entity's performance or failure to perform the obligations assumed before the Member Entity withdraws from this Agreement. Any Member Entity that withdraws shall remain subject to the provisions of paragraph 21. Indemnification

with respect to any event or occurrence taking place before the Member Entity withdraws.

16. Expulsion

- a. The Authority may expel a Member Entity from the Authority by a four-fifths (4/5) vote of the Authority Board of Directors for a breach of this Agreement determined by the Board of Directors to be a material breach.
- b. Any Member Entity that has been expelled pursuant to this paragraph shall have no further liability or obligation pursuant to this Agreement after the effective date of such expulsion; except such Member Entity shall remain liable for any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage, or any other loss caused by or arising out of that party's performance or failure to perform the obligations assumed before the Member Entity was expelled, including any budget contributions or capital project participation approved before expulsion.
- c. Any Member Entity that has been expelled shall remain subject to the provisions of paragraph 21. Indemnification with respect to any event or occurrence taking place before the Member Entity was expelled.

17. Termination and Distribution

- a. **Termination.** This Agreement shall continue until terminated. This Agreement may be terminated by the written consent of four-fifths (4/5) of the Member Entities. The Agreement may only be terminated after disposing of all claims, distribution of assets, and performance of all other functions necessary to conclude the obligations and affairs of the Authority.
- b. **Concluding Affairs.** The Board of Directors is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority, including for the disposition, division, or distribution of any property acquired as a result of the joint exercise of powers.
- c. **Surplus.** In the event that the Authority is terminated, any surplus money on deposit in any fund or account of the Authority shall be returned to Member Entities in proportion to the contributions made to that fund or account, as required by Government Code §6512.
- d. **Property.** All real property and any improvements thereon, that were owned by a Member Entity and contributed to the Authority shall be returned to the Member Entity, upon its approval, that contributed such property.
- e. **Member Entity Obligations.** In no event shall any funds or assets be distributed, divided or returned to a Member Entity until such Member Entity has either paid their share of all outstanding debts and obligations that were incurred while they were a Member Entity, or executed a contract with the Authority to pay for all outstanding debts and obligations that were incurred while they were a Member Entity.

18. Prohibition Against Assignment

No Member Entity may assign a right, claim, or interest it may have under this Agreement, and any such assignment shall be void. No creditor, assignee, or third-party beneficiary of a Member Entity has a right, claim, or title to any part, share, interest, fund, or asset of the Authority.

19. Amendments

This Agreement may only be amended by approval by the governing body for each and every Member Entity. A proposed amendment must be submitted to each Member Entity at least thirty (30) days in advance of the date on which it will be considered. An amendment is effective upon full execution by all Member Entities.

20. Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

21. Indemnification

- a. Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, any Member Entity, any member of the Board of Directors, and each officer, employee and agent of the Authority or Member Entities, for their actions taken within the scope of their duties while acting on behalf of the Authority.
- b. In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Member Entities pursuant to Government Code Section 895.6, the Member Entities agree that all losses or liabilities incurred by a Member Entity shall not be shared pro rata but, instead, the Member Entities agree that, pursuant to Government Code Section 895.4, each Member Entity hereto shall fully indemnify and hold each of the other Member Entities, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Member Entity, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Member Entity pursuant to this Agreement. No Member Entity, nor any officer, board member, employees, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Member Entity hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such other Member Entity pursuant to this Agreement. The rights, duties, and obligations of the Member Entities as set forth above in this paragraph 21. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.

22. Choice of Law and Venue

The Parties agree that this Agreement is to be governed, construed, and enforced in accordance with the laws of the State of California. The Parties also agree that the

venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County or San Mateo County in the State of California. The Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

23. Counterparts

This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one instrument.

24. Agreement Complete

The foregoing constitutes the full and complete Agreement of the Member Entities. There are no oral understandings or agreements not set forth in writing herein.

25. No Third-Party Beneficiaries

Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect of this Agreement or any covenants, conditions, or provisions contained herein.

26. Nonwaiver of Rights

The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other Party that is in violation of the terms of this Agreement will not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct.

27. Agreement Execution

Unless otherwise prohibited by law or policy of any Member Entity, the Member Entities agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term "electronic copy of a signed agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term "electronically signed agreement" means an agreement that is executed by applying an electronic signature using technology in compliance with the Electronic Signature Act (California Civil Code §1633).

28. Equal Opportunity

a. Equal Opportunity Employer

Each of the Member Entities is an equal opportunity employer and requires their contractors to have and adhere to a policy of equal opportunity and non-discrimination, including that such contractors will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional

development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

b. Compliance with Applicable Equal Opportunity Laws

All equal opportunity and non-discrimination policies of Member Entity contractors must be in conformance with applicable state and federal guidelines including the Federal Equal Opportunity Clause, 41 Code of Federal Regulations, Part 60-1, §60-1.4; Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.

c. Investigation of Claims

Member Entity contractors must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Section 28. Contractors must conduct a fair, prompt, and thorough investigation of all allegations directed to the contractor by any Member Entity. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, the contractor must take prompt, effective action against the offender.

29. Notices

Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives' addresses on file with the Authority. All notices are deemed to have been given when made in writing and when delivered or mailed to the representatives at their respective addresses.

IN WITNESS WHEREOF, the Member Entities hereto have executed this Agreement on the dates as set for the below.

(SIGNATURES TO FOLLOW ON SEPARATE PAGES)

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

DATED: _____, 2023

CITY OF MENLO PARK

By: _____
Jen Wolosin
Mayor

ATTEST:

By: _____
Judi A. Herren
City Clerk

APPROVE AS TO FORM:

Nira Doherty
City Attorney

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

DATED: _____, 2023

CITY OF PALO ALTO

By: _____
Name
Mayor

ATTEST:

By: _____
Name
City Clerk

APPROVE AS TO FORM:

City Attorney

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

DATED: _____, 2023

CITY OF EAST PALO ALTO

By: _____
Name
Mayor

ATTEST:

By: _____
Name
City Clerk

APPROVE AS TO FORM:

City Attorney

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

DATED: _____, 2023

SANTA CLARA VALLEY WATER DISTRICT

By: _____
John L. Varela
Chair, Board of Directors

ATTEST:

By: _____
Michele L. King, CMC
Clerk, Board of Directors

APPROVE AS TO FORM:

District Counsel
J. Carlos Orellana

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

DATED: _____, 2023

**SAN MATEO COUNTY FLOOD AND
SEA LEVEL RISE RESILIENCY DISTRICT**

By: _____
Name
Chair, Board of Directors

ATTEST:

By: _____
Name
Clerk, Board of Directors

APPROVE AS TO FORM:

Brian Kulich
Lead Deputy County Counsel
General Counsel

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STAFF REPORT

City Council

Meeting Date:

5/9/2023

Staff Report Number:

23-109-CC

Consent Calendar:

Authorize the Mayor to sign a letter on behalf of the City Council to PG&E regarding recent extended power outages

Recommendation

Staff recommends the City Council authorize the Mayor to sign a letter on behalf of the City Council to PG&E regarding recent extended power outages.

Policy Issues

There are no policy issues related to this item.

Background

In just a one-month time period from February to March 2023, Menlo Park residents experienced three widespread and extended PG&E power outages that lasted three days or more and left a majority of residents in the dark. The financial and personal hardship residents and businesses experienced across Menlo Park was immense. Large amounts of perishable food spoiled, elderly community members were without heat during unseasonably cold weather, residents lacked access to basic necessities like internet, and uncertain power restoration timelines created widespread anxiety. In particular, vulnerable PG&E customers like those enrolled in the Medical Baseline program faced incredible challenges maintaining the life sustaining medical equipment on which they depend.

City staff worked tirelessly to provide services during extended outages by opening or extending hours at libraries and community centers, connecting food insecure residents to local assistance programs, and launching three rounds of a hotel accommodations program.

Analysis

Now that the winter storms have passed, the City has an opportunity to work with PG&E to improve emergency response and minimize negative impacts of future storms. The letter requests a PG&E representative to attend an upcoming City Council meeting or community forum to discuss emergency preparedness with the City Council and community.

Impact on City Resources

There is no direct budget impact for authorizing the Mayor to sign this letter of support.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. Letter to PG&E

Report prepared by:
Stephen Stolte, Assistant City Manager



May 9, 2023

Aaron Johnson
Vice President, Bay Area Region
PG&E
aaron.johnson@pge.com

RE: Extended power outages and future resilience in Menlo Park

Mr. Johnson:

On behalf of the City Council of Menlo Park, I respectfully request that you attend an upcoming City Council meeting or community forum to discuss emergency preparedness with the City Council and community. I appreciated your willingness to be part of difficult conversations during the community meeting in East Palo Alto March 16, and believe we can strengthen our relationship with PG&E by learning from the recent outages and planning for future events.

Over a one-month time frame from February to March of this year, Menlo Park residents experienced three widespread and extended PG&E power outages that lasted three days or more and left a majority of our residents, and your customers, in the dark. The financial and personal hardship residents and businesses experienced across Menlo Park was immense.

Tens of thousands of residents were without power for more than nine days in the one-month period. Large amounts of perishable food spoiled, elderly community members were without heat during unseasonably cold weather, residents lacked access to basic necessities like internet, and uncertain power restoration timelines created widespread anxiety. Ultimately, our entire community was left fatigued. In particular, vulnerable PG&E customers like those enrolled in the Medical Baseline program faced incredible challenges maintaining the life sustaining medical equipment on which they depend. While PG&E was aware of these vulnerable customers, no support was provided to them.

City staff worked tirelessly to provide services during extended outages by opening or extending hours at libraries and community centers to provide residents opportunities to recharge and access internet, and connecting food insecure residents to local assistance programs. The City also launched three rounds of a hotel accommodations program. During each round, the power had been out for at least 48

hours, and the City accommodated one-night hotel stays just to get our residents into safe spaces for a night.

We understand the unprecedented nature of the storms and are grateful that your crews worked hard to prioritize and execute power restorations. Now that we have come out of the winter power outages, we have an opportunity to improve emergency response and minimize negative impacts from inevitable future storms by working together.

Sincerely,

Jen Wolosin
Mayor



STAFF REPORT

City Council

Meeting Date:

5/9/2023

Staff Report Number:

22-110-CC

Consent Calendar:

Receive annual City Council priority and goal setting workshop final report

Recommendation

Staff recommends the City Council receive the annual City Council priority and goal setting workshop prepared by the professional facilitator.

Policy Issues

The City Council holds an annual priority and goal setting workshop to provide direction to the city manager on aligning resources and work plans for the next year.

Background

The City Council held its annual workshop March 18, with a professional facilitator and City staff. The City Council received information from the facilitator and staff on major projects and initiatives underway that will continue through the next fiscal year, an analysis of community input on City Council priorities, live public comment, an overview of norms for governing, and the context for priority setting. The City Council engaged in robust discussion of priority issues and a voting exercise to set top priorities for fiscal year 2023-24.

Analysis

The final report (Attachment A) was prepared by professional facilitator, Steve Mermell, from Baker Tilly. It provides a summary of the results of the workshop including highlights of comments by City Councilmembers regarding priorities.

Budget development

The City Council's priorities will continue to guide fiscal year 2023-24 budget development. Budget items, including funding for programs, services and staffing that implement City Council priorities will be highlighted. The City's budget portal will open to the public May 30, followed by a public budget workshop June 1 and a City Council budget hearing June 13. The City will also use the top priorities of the City Council as well as feedback and direction on the proposed budget to create department work plans.

Impact on City Resources

There is no impact on City resources.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA)

Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. City Council workshop final report

Report prepared by:
Stephen Stolte, Assistant City Manager



**City of Menlo Park
City Council Workshop
Held March 18, 2023**

March 2023

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Workshop Report

The City of Menlo Park held a City Council priority-setting workshop on Saturday, March 18, 2023, from 10 a.m. to 2:30 p.m. in the City Council Chambers and via teleconference. The workshop provided an opportunity for Councilmembers to review what makes for effective city councils, discuss governance norms, review and create consensus on priorities for the coming fiscal year, and strengthen teamwork. This report contains a summary of the results of the workshop.

Steve Mermell with Baker Tilly facilitated the workshop.

The top five priorities for the coming fiscal year are listed in Figure 1 below.

Figure 1. Top Priorities



Workshop Overview

Objectives

- Discuss governance and norms
- Establish Council priorities for FY 2023-24
- Strengthen teamwork

Agenda

- Welcome from the Mayor and Call to Order
- Public Comments
- Comments from the City Manager
- Review of Agenda
- Discussion of What Makes for Effective Councils
- Introduction and Context for Priority Setting Discussion
- Discussion of Issues of Importance to Councilmembers
- Establish Top Priorities Through End of FY 2023-24
- Wrap-up and Next Steps

Participants

Council

**Mayor
Jen Wolosin**



**Vice Mayor
Cecilia Taylor**



**Councilmember
Drew Combs**



**Councilmember
Betsy Nash**



**Councilmember
Maria Doerr**



Executive Staff

- City Manager Justin Murphy
- Assistant City Manager Stephen Stolte
- City Attorney Nira Doherty

Other staff in attendance (either in person or remote):

- Deanna Chow, Assistant Community Development Director
- Clay Curtin, Public Engagement Manager
- Marvin Davis, Interim Finance Director
- Judi Herren, Assistant to the City Manager / City Clerk
- Brittany Mello, Administrative Services Director
- Nikki Nagaya, Deputy City Manager
- Dave Norris, Police Chief
- Sean Reinhart, Community Services & Library Director

Workshop Preparation

In preparation for the workshop, Steve held interviews with each Councilmember to learn about their priorities for the coming year and hear feedback about some of the City's recent accomplishments and challenges. Steve prepared an agenda and PowerPoint presentation along with handout materials to guide discussions during the session.

Opening Comments

The workshop began with a welcome and call to order by Mayor Jen Wolosin. Then Mayor Wolosin invited public comment. There were twenty-one public speakers present in the Council Chambers and via zoom who shared their comments regarding projects and priorities they would like to see the City focus on over the next fiscal year.

Following public comment, City Manager Justin Murphy offered remarks about the importance of the day's discussions and how the day's approach differed from previous priority setting workshops by focusing on broad areas and issues rather than a long list of projects. The City Manager expressed his hope that this would be the first step towards a strategic planning effort for the City.

Steve reviewed the workshop agenda, objectives, suggested ground rules, and explained the "bike rack" time management tool. There were no items added to the bike rack during the workshop.



Good Governance and Roles and Responsibilities

In advance of the workshop, Councilmembers received an article on high performance governance from the *Institute for Local Government* (ILG). Steve referred to the article and asked Councilmembers to share what resonated with them. Participants noted the importance of teamwork and indicated that the article provided a good foundation for the workshop.

Figure 2. ILG Article Highlights

Exceptional City Councils

Institute for Local Government

1. Have a **sense of team**; a partnership with the city manager to govern and manage the city
2. Have **clear roles** and responsibilities that are understood and adhered
3. **Honor the relationship with staff and each other**
4. Routinely conduct **effective meetings**
5. Hold themselves and the city **accountable**
6. Have members who practice **continuous improvement**

Attributes of Exceptional Councils

Leading public organizations and governing with colleagues on a council is a challenging art of community service. The Institute recognizes that many aspects of leadership and governance are highly intuitive. This piece is intended to provide councilmembers and city managers insight into the attributes of exceptional councils as well as provide practical tips to help them become exceptional.

1. **Exceptional councils develop a sense of team – a partnership with the city manager to govern and manage the city**

The mayor, councilmembers and city manager see themselves and work as a team as they undertake a series of tasks to further their common purpose. The individual team members work in a coordinated and collaborative manner with a high degree of respect, trust and openness. The team values diversity in style and

KEY CHARACTERISTIC

- Successfully transition from candidate to a member of the council.
- Become a champion of the city. Make decisions based on the needs and interests of the community at large / the greater good.
- Develop, communicate and support policy goals and council decisions.
- Demonstrate a willingness to work collaboratively on a bipartisan basis.

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WHEELER PARK

The group then discussed Council norms as shown in Figure 3. Steve explained that norms are agreed upon standards of behavior and practices and that many city councils have adopted norms for governance. Topics discussed included the following:

- The Council likes the idea of establishing a set of norms and could explore this in the future.
- A time limit for Council meetings, perhaps set in meeting protocols, may be beneficial as Council meetings often run late.
- Meeting procedures or a Council handbook with procedures would be helpful.

Figure 3. Typical Council Norms

The slide features a dark green header with the title "Typical Council Norms For Effective Governance" in white. Below the header, there are two columns of numbered items. The left column contains items 1 through 6, and the right column contains items 7 through 12. Each item includes a specific action or principle, often with bolded key terms. At the bottom left, there is a logo for "bakertilly x Management Partners" and a small number "18". At the bottom right, there is a logo for "MIDWEST PARK" featuring a tree.

Typical Council Norms For Effective Governance

- 1) Maintain a **citywide perspective**, while being mindful of our districts.
- 2) Move **from I to we**, and from campaigning to governing.
- 3) Work together as a body, **modeling teamwork and civility** for our community.
- 4) Assume **good intent**.
- 5) Disagree **agreeably and professionally**.
- 6) Utilize **long range plans** to provide big picture context that is realistic and achievable.
- 7) Stay **focused** on the topic at hand. Ensure each member of Council has an **opportunity to speak**.
- 8) Demonstrate **respect, consideration and courtesy** to all.
- 9) Share information and **avoid surprises**.
- 10) Keep **confidential** things confidential.
- 11) Respect the **council/manager form of government** and the roles of each party.
- 12) Communicate concerns about staff to the City Manager; **do not criticize staff** in public.

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Introduction and Context for Priority Setting Discussions

The group then moved to the priority setting portion of the workshop. Comments were made regarding the importance of priority setting. Steve introduced the “big rocks” concept, (based on Stephen Covey’s work) summarized in the slide below, which Council found to be helpful in setting context for priorities. Steve also reviewed how management’s time is typically spent, which is in running the day-to-day operations of the City.

Figure 4. Big Rocks

The slide shows a background of various sized and colored smooth stones. The title "Big Rocks" is written in a large, white, serif font at the top left. Three text boxes are overlaid on the stones: a white box with black text, a grey box with white text, and a green box with white text.

"Big Rocks"

Don't fill up the bucket with so many small rocks that there isn't room for the big ones

Put the big rocks in first

Then add the small ones where there is room

The Council then reviewed some key accomplishments of the City. These are listed in the slide below. When considering the list, Councilmembers mentioned that reestablishing programs and public engagement coming out of the pandemic was an accomplishment as well.

Figure 5. Key Accomplishments Highlighted by Councilmembers

Some Key Accomplishments Cited by Councilmembers

- New executive leadership
- Completing the redistricting process
- Greater participation and diversity on City commissions
- Development of the Climate Action Plan
- Covid-19 response
- Approval of the Housing Element
- Approval of Willow Village development project
- Beginning to address historical inequities within the City

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MENDOCINO COUNTY

Financial Outlook

City Manager Justin Murphy provided a high-level financial overview for the Councilmembers. He explained that several of the General Fund’s major revenue sources have started to recover from the economic downturn related to the COVID-19 pandemic. However, there remains much uncertainty regarding the economy. The City Manager indicated that the staff is in the process of updating its General Fund financial forecast and that the staff will present this at an upcoming Council meeting.

Key Challenges

The discussion then focused on key challenges facing the City. Figure 6 is the slide shown at the workshop that contains challenges highlighted by Councilmembers in their pre-workshop planning interviews. Council’s comments included the following:

- Some of the identified challenges should be viewed as opportunities
- We should focus on what will actually impact Menlo Park
- Understand what priorities will have a macro impact overall
- “Meeting fatigue” is also a challenge (e.g., late meetings)
- Create “enabling conditions” through ordinances
- Respect positions and embrace different ways to view an issue
- City Council may try and influence challenges that are out of City Council control
- City Council will set a large umbrella for policy initiatives and goals and staff will work on objectives for those initiatives and goals

Figure 6. Key Challenges Identified by Councilmembers in Interviews



Prior Council Priorities and Work Plan

Before discussing issues of importance to Councilmembers, the Assistant City Manager, with the assistance of a handout, updated the Council as to the status of its prior priorities and work plan items. The Council also reviewed a list of significant Council directed projects and items that will require an allocation of staff time.

Figure 7. Former Council Priorities and Workplan



Former Council Priorities
Adopted April 2021

- Redistricting
- Reimagining Public Safety
- Conversion of buildings to all-electric (CAP #1)
- Housing Element and Zoning Code updates
- ConnectMenlo update
- Menlo Park Community Campus building
- Reimagining downtown
- Caltrain rail corridor quiet zone analysis
- Middle Avenue rail crossing and complete streets

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Former Council Work Plan
Adopted April 2021

- ✓ Racial equity – NLC REAL program and baseline project
- ✓ Set citywide goal for increasing electric vehicles (EVs) and decreasing gasoline sales (CAP #2)
- ✓ Expand EV charging access for multifamily and commercial properties (CAP #3)
- ✓ Reduce vehicle miles traveled by 25% or an amount recommended by the Complete Streets Commission (CAP #4)
- ✓ Transportation management association formation (CAP #4a)
- ✓ Eliminate the use of fossil fuels from municipal operations (CAP #5)
- ✓ Develop a climate adaptation plan (CAP #6)
- ✓ Implement Menlo Park SAFER bay (CAP #6a)
- ✓ Public health advocacy (Covid-19, mental health)
- ✓ Caltrain grade separation
- ✓ Willow Road traffic calming
- ✓ Coleman and Ringwood avenues transportation study

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Discussion of Issues of Importance to Councilmembers

Councilmembers had the opportunity to discuss topics of importance to each of them that were identified through the interview process to understand their respective perspectives before creating consensus on top priorities. They also received a report from the Assistant City Manager regarding community input that was received in advance of the workshop.

Each Councilmember was given an opportunity to talk about what was important to him/her and why it should be a top priority for the next fiscal year.

The facilitator went through each of the eight items on the priorities list, asking the Council why the issue was important. There was robust discussion of the issues. The facilitator asked the Council to stay focused on the big picture and avoid the temptation to jump to solutions for each issue.

The priorities discussed are listed in the slide below.

Priorities Mentioned by Councilmembers

Emergency preparedness	Climate action	Activating downtown	Safe streets
Housing	Advancing equity	Organizational effectiveness	Community engagement

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Councilmembers discussed each priority. Highlights of comments follow.

- **Emergency Preparedness**
 - Leverage the San Mateo County Office of emergency preparedness
 - Determine best practices
 - Include volunteer groups already in existence
 - Determine the scale of resident impact from local emergencies
 - Incorporate the local hazard mitigation plan
 - Determine how effective plans are
 - Tally how many disasters have occurred in Menlo Park
- **Activating Downtown**
 - Include economic development
 - Invest in downtown
 - Revitalize businesses in all the districts
 - Update downtown aesthetics
 - Find an Economic Development Director to help all businesses throughout the city with a focus in downtown
 - Look at vacancy rates and what City levers can encourage people to rent vacant businesses
 - Revisit downtown specific plan zoning
- **Safe Streets**
 - Include a street maintenance piece in day-to-day management of municipal services
 - Update the transit master plan
- **Advancing Equity**
 - Get funds (grants, etc.) to help resource needs across the community
 - This is something that needs to be happening
- **Organizational Effectiveness**
 - Important to fill key staff positions
- **Community Engagement**
 - There's been improvement but more work needs to be done

Top Priorities Through End of FY 2023-24

After discussing the eight City Council priority areas, Councilmembers participated in a dot voting exercise to identify their highest priorities for the next fiscal year. Councilmembers were each provided with dots to select their highest priorities. They were instructed to not place more than one dot on a single item. The following table represents the voting results for each priority. Five priorities emerged with three or more dots.

Table 1. Dot Voting Results

Council Priorities	Votes
Housing	4
Emergency Preparedness	3
Climate Action	3
Activating Downtown/Economic Development	3
Safe Streets	3
Advancing Equity	2
Community Engagement	2
Organizational Effectiveness	0

Next Steps

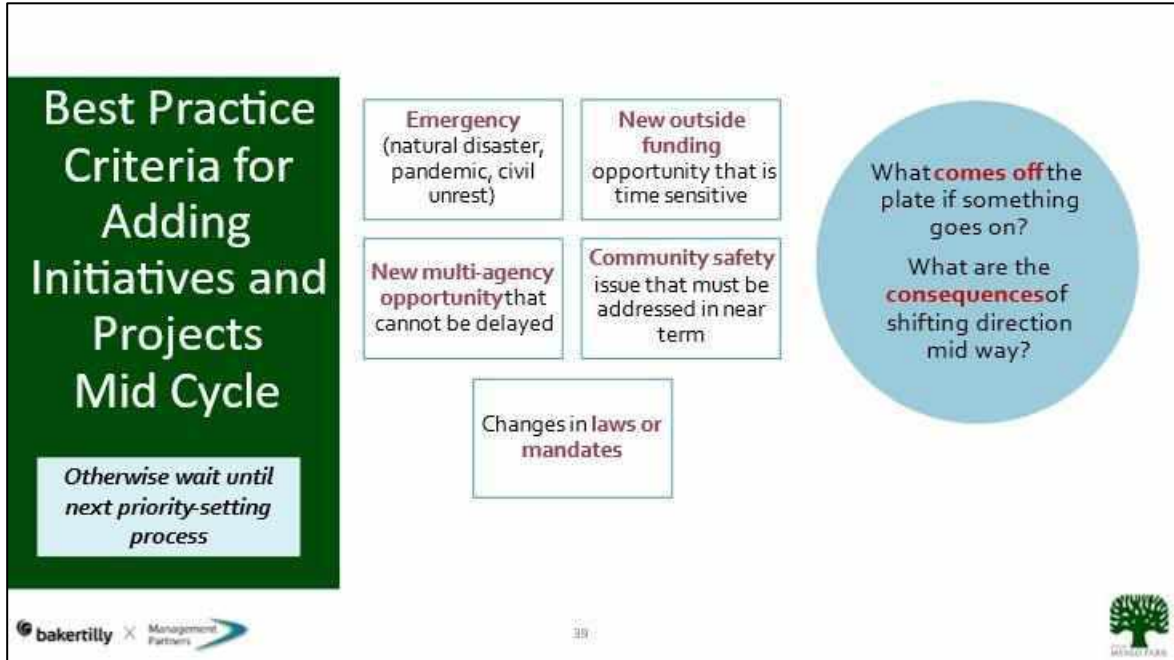
Following the establishment of the top five priorities for FY 2023-24, the City Manager will incorporate these into a budget and work with departments to develop a work plan to further efforts in these areas as a next step.

Staying on Track with the Priorities

Following the dot exercise, the group discussed how to stay on track with these priorities. The group spent time discussing what happens when there is a need to modify the plan when there is new funding or a disaster, consistent with the slide shown below. It was determined that in this scenario, staff would reassess it based on the situation.

A comment was made that triaging issues is an important way to stay on track and that some items should be first discussed as a policy issue prior to using commissions or having staff dedicate time to an issue.

Figure 8. Best Practice Criteria for Adding Initiatives and Projects Mid-Cycle



Wrap-up and Next Steps

To wrap up, the facilitator summarized key agreements from the day. He explained that Baker Tilly would prepare this summary report. The City Manager will work with his staff to develop work plans with objectives to further the Council’s chosen priorities.

The Council expressed appreciation for the day, an opportunity to begin a conversation about strategic planning, and having a different format for discussing priorities than in prior years.





STAFF REPORT

City Council

Meeting Date:

5/9/2023

Staff Report Number:

23-114-CC

Consent Calendar:

**Receive and file the investment portfolio as of
March 31**

Recommendation

At its' April 20 meeting, the Finance and Audit Committee (FAC) recommended that the City Council receive and file the City's investment portfolio report as of March 31.

Policy Issues

The City and the Successor Agency funds are invested in full compliance with the City's investment policy and State law, which emphasize safety, liquidity and yield.

Background

The City's investment policy requires a quarterly investment report to the City Council, which includes all financial investments of the City, and provides information on the investment type, value and yield for all securities.

Analysis

Investment portfolio as of March 31

The City's investment portfolio's fair value basis as of March 31, totaled \$188,022,434. As shown below in Table 1, the City's investments by type are measured by the amortized cost as well as the fair value as of March 31. The Local Agency Investment Fund (LAIF), managed by the California State Treasurer, is considered a safe investment, as it provides the liquidity of a money market fund. The remaining securities are prudent and range from short to longer-term investments (1-5 years), bearing higher interest rates for longer maturities.

Table 1: Recap of investments held as of March 31			
Security	Amortized cost basis	Fair value basis	% of portfolio
LAIF	\$10,058,128	\$10,058,128	5%
Securities portfolio			
Cash	\$1,296,879	\$1,296,879	0.7%
Corporate bonds	\$49,753,626	\$48,479,266	26%
Government agencies	\$61,074,428	\$60,198,011	32%
Government bonds	\$69,685,031	\$67,990,149	36%
Short Term Bills, Notes	\$0	\$0	0%
Total	\$191,868,092	\$188,022,434	100%

As shown in Table 1, the fair value of the City’s securities was \$3.8 million less than the amortized cost as of March 31. The difference between amortized cost and fair value is referred to as an unrealized loss or gain, and is due to market values fluctuating from one period to another. When securities fair values are less than amortized cost, it generally signals that interest rates are rising. It is important to note that any unrealized loss or gain does not represent an actual cash transaction to the City, as the City generally holds securities to maturity to avoid market risk. The consolidated portfolio report for the quarter ending March 31, is included as Attachment A, and each component is described in detail below.

Local Agency Investment Fund (LAIF)

As previously shown in Table 1, 5% of the portfolio resides in the City’s account at the LAIF, a liquid fund managed by the California State Treasurer, yielding 2.83% for the quarter ended March 31. LAIF yields have fluctuated greatly over recent years, gradually increasing from historic lows following the Great Recession, then falling rapidly during the course of the COVID-19 public health emergency. To take advantage of fixed security rising interest rates, staff has moved a significant amount of the balance in LAIF and Union Bank to longer-term securities. Staff developed a cash flow model with the City’s consultant, Insight Investments, and established an overall liquid balance between LAIF and Union Bank.

Securities portfolio

As of March 31, the City held a number of securities in corporate bonds, government agency notes and government bonds, which reflect a diversified mix in terms of type but all at low risk. Insight Investment serves as the City’s financial adviser on security investments and makes recommended trades, purchases, and sale of securities that align market conditions to the City Council-adopted investment policy to the greatest extent possible. The Insight Investments quarterly statement for the period ended March 31, is provided in Attachment B, and includes the positions the City held as of March 31, along with maturities, purchases and transactions. The FAC recommended rating of the City’s corporate investments based on an Environmental, Social, Governance (ESG) scale. Attachment C outlines these investments relative to a scale of 1 – 5, one being the best investment. The overall score changed from 2.69 to 3.0. With a score of 3.0 being average, the City’s investments are in line with the average.

Performance comparison

As specified in the City’s investment policy, the performance of the portfolio is measured against the benchmark of a treasury bond. In the quarter ending March 31, the City’s portfolio returned a weighted average of 2.55% having a weighted average maturity of 2.06 years. The average two Year Treasury note

saw a yield of 2.15%, or 0.40% lower than the City's portfolio performance. Primary factors influencing the City's portfolio are supply chain problems associated with the pandemic, Russia's military conflict with Ukraine, and Federal Reserve fiscal management policy.

Impact on City Resources

Considering LAIF as well as Union Bank, the City has sufficient funds available to meet its expenditure requirements for the next six months.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. City summary portfolio report for the quarter ended March 31
- B. City detailed portfolio report for the quarter ended March 31
- C. City ESG rating as of March 31

Report prepared by:

Adrian Patino, Management Analyst II

Reviewed by:

Marvin Davis, Interim Finance Director

Brittany Mello, Administrative Services Director

City of Menlo Park Quarterly Consolidated Portfolio Report March 31, 2023

City Managed Assets

			%	Return
LAIF	\$	10,058,128	5%	2.83%
Total Internally Managed	\$	10,058,128	5%	

Weighted Average Yield **2.83%**

	Days
Effective Average Duration - Internal	1
Weighted Average Maturity - Internal	1

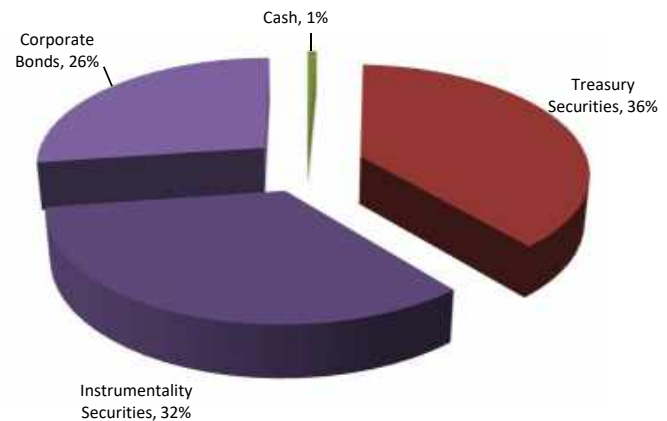


Advisor Managed Assets

			%	Return
Cash	\$	1,296,879	1%	3.00%
Treasury Securities	\$	67,990,149	36%	2.34%
Instrumentality Securities	\$	60,198,011	32%	3.07%
Corporate Bonds	\$	48,479,266	26%	2.11%
Total Externally Managed	\$	177,964,306	95%	

Weighted Average Yield **2.53%**

	Years
Effective Average Duration - External	2.04
Weighted Average Maturity - External	2.18

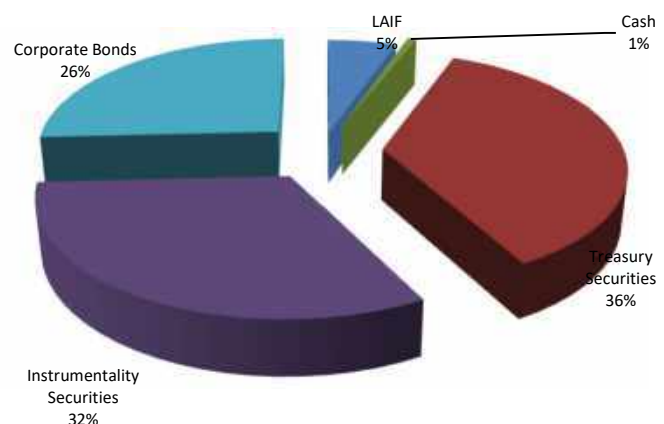


Total Portfolio Assets

			%	Return
LAIF	\$	10,058,128	5%	2.83%
Cash	\$	1,296,879	1%	3.00%
Treasury Securities	\$	67,990,149	36%	2.34%
Instrumentality Securities	\$	60,198,011	32%	3.07%
Corporate Bonds	\$	48,479,266	26%	2.11%
Total Portfolio Assets	\$	188,022,434		

Weighted Average Yield **2.55%**

	Years
Effective Average Duration - Total	1.93
Weighted Average Maturity - Total	2.06



Portfolio Change

Beginning Balance	\$	178,065,744
Ending Balance	\$	188,022,434

* Note: All data for external assets was provided by the client and is believed to be accurate.

Insight Investment does not manage the external assets and this report is provided for the client's use.

Market values are presented.

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CITY OF MENLO PARK

March 2023

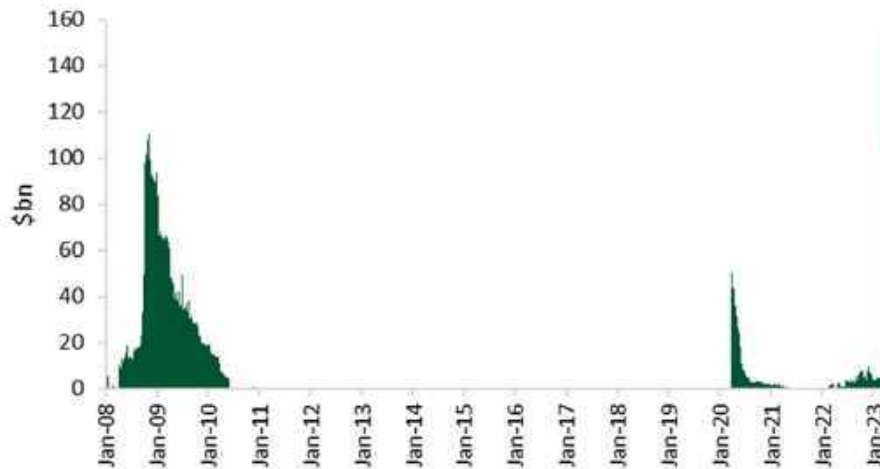


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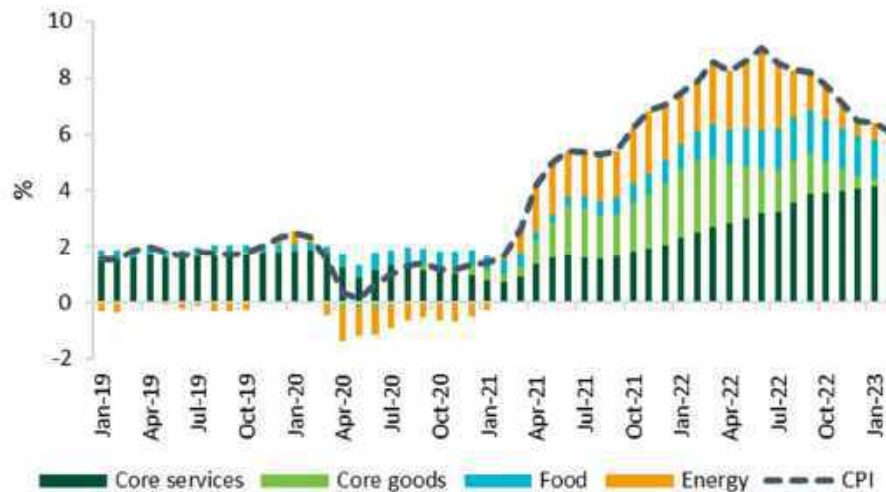
As of March 31, 2023

Chart 1: The use of the Fed’s “discount window” liquidity facility spiked



Source: Federal Reserve, March 31, 2023

Chart 2: Core services inflation showed no signs of flagging



Source: Bureau of Labor Statistics, Insight calculations, March 31, 2023

Economic Indicators and Monetary Policy

The market became concerned about the health of the banking sector. Silicon Valley Bank became the largest bank failure since Lehman Brothers in 2008, with Signature Bank failing the same weekend, given depositor concerns. All deposits, including those uninsured by the FDIC, were protected, but other banks, principally First Republic, drew market attention. The Federal Reserve (Fed) introduced a new liquidity facility to address interest rate risks on bank balance sheets, and the use of its existing “discount window” facility spiked to even higher levels than in 2008 (Chart 1). Concerns spilled over to Europe, and regulators engineering a takeover of Credit Suisse by UBS through an all-share sale, while Credit Suisse’s AT1 bond instruments were written off.

The FOMC raised the Fed Funds rate by 0.25%, taking The Fed Funds rate to a 4.75%-5% range. Market probabilities going into the meeting were finely balanced between a hike and a pause. The Fed addressed banking sector concerns stating “The US banking system is sound and resilient” but “tighter credit conditions” may result. The Fed’s “dot plot” remained largely unchanged, projecting a year-end 2023 Fed Funds Rate of 5.125%. Elsewhere, the Fed slightly lowered its growth projections for both 2023 and 2024 (from 0.5% and 1.6% to 0.4% and 1.2% respectively). Chair Powell signalled the central bank would look to its liquidity facilities to address banking sector issues, while maintaining a tight interest policy to target inflation.

CPI and Core CPI edged down to 6.0% and 5.5% year-on-year respectively, the lowest since the tail-end of 2021, albeit still representing a relatively slow rate of descent (Chart 2). The Fed’s closely-watched “supercore” inflation measure (core services excluding housing) continued to run strong at 6.1% year-on-year. Meanwhile, shelter inflation was once again the largest contributor and showed no signs of slowing yet— it was up 8.1% year-on-year.

Nonfarm payrolls rose by 311,000, stronger than consensus expectations at 225,000. Tech layoffs started to show up in the data as Information sector was the largest detractor with employment falling by 25,000. Wage growth edged up slightly from 4.4% to 4.6%. The unemployment rate rose to 3.6% from 3.4%, partly due to an uptick in the participation rate.

Interest Rate Summary

Yields fell across the curve due to the banking sector developments. At the end of March, the 3-month US Treasury bill yielded 4.80%, the 6-month US Treasury bill yielded 4.91%, the 2-year US Treasury note yielded 4.03%, the 5-year US Treasury note yielded 3.58% and the 10-year US Treasury note yielded 3.47%.

ACTIVITY AND PERFORMANCE SUMMARY

For the period March 1, 2023 - March 31, 2023

<u>Amortized Cost Basis Activity Summary</u>	
Opening balance	179,434,166.11
Income received	265,112.84
Total receipts	265,112.84
Total disbursements	0.00
Interportfolio transfers	2,000,000.00
Total Interportfolio transfers	2,000,000.00
Realized gain (loss)	0.00
Change in accruals from security movement	0.00
Total amortization expense	(54,162.28)
Total OID/MKT accretion income	164,847.07
Return of capital	0.00
Closing balance	181,809,963.74
Ending fair value	177,964,306.19
Unrealized gain (loss)	(3,845,657.55)

<u>Detail of Amortized Cost Basis Return</u>				
	Interest earned	Accretion (amortization)	Realized gain (loss)	Total income
Cash and Cash Equivalents	280.89	0.00	0.00	280.89
Corporate Bonds	118,557.91	(22,545.22)	0.00	96,012.69
Government Agencies	117,739.99	50,534.08	0.00	168,274.07
Government Bonds	59,406.97	82,695.93	0.00	142,102.90
Total	295,985.76	110,684.79	0.00	406,670.55

<u>Comparative Rates of Return (%)</u>			
	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	2.76	2.01	0.39
Overnight Repo	2.73	2.01	0.39
Merrill Lynch 3m US Treas Bill	3.00	2.09	0.38
Merrill Lynch 6m US Treas Bill	3.32	2.19	0.39
ML 1 Year US Treasury Note	3.73	2.31	0.39
ML 2 Year US Treasury Note	3.70	2.15	0.36
ML 5 Year US Treasury Note	3.35	1.83	0.32

* rates reflected are cumulative

<u>Summary of Amortized Cost Basis Return for the Period</u>	
	Total portfolio
Interest earned	295,985.76
Accretion (amortization)	110,684.79
Realized gain (loss) on sales	0.00
Total income on portfolio	406,670.55
Average daily amortized cost	180,362,685.85
Period return (%)	0.22
YTD return (%)	0.62
Weighted average final maturity in days	797

ACTIVITY AND PERFORMANCE SUMMARY

For the period March 1, 2023 - March 31, 2023

<u>Fair Value Basis Activity Summary</u>		
Opening balance		173,129,506.67
Income received	265,112.84	
Total receipts		265,112.84
Total disbursements		0.00
Interportfolio transfers	2,000,000.00	
Total Interportfolio transfers		2,000,000.00
Unrealized gain (loss) on security movements		0.00
Change in accruals from security movement		0.00
Return of capital		0.00
Change in fair value for the period		2,569,686.68
Ending fair value		177,964,306.19

<u>Detail of Fair Value Basis Return</u>			
	Interest earned	Change in fair value	Total income
Cash and Cash Equivalents	280.89	0.00	280.89
Corporate Bonds	118,557.91	522,342.29	640,900.20
Government Agencies	117,739.99	881,085.81	998,825.80
Government Bonds	59,406.97	1,166,258.58	1,225,665.55
Total	295,985.76	2,569,686.68	2,865,672.44

<u>Comparative Rates of Return (%)</u>			
	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	2.76	2.01	0.39
Overnight Repo	2.73	2.01	0.39
ICE Bofa 3 Months US T-BILL	2.50	1.93	0.43
ICE Bofa 6m US Treas Bill	2.61	2.13	0.54
ICE Bofa 1 Yr US Treasury Note	1.02	2.01	0.87
ICE BofA US Treasury 1-3	0.20	2.30	1.60
ICE BofA US Treasury 1-5	(0.38)	2.78	1.98

* rates reflected are cumulative

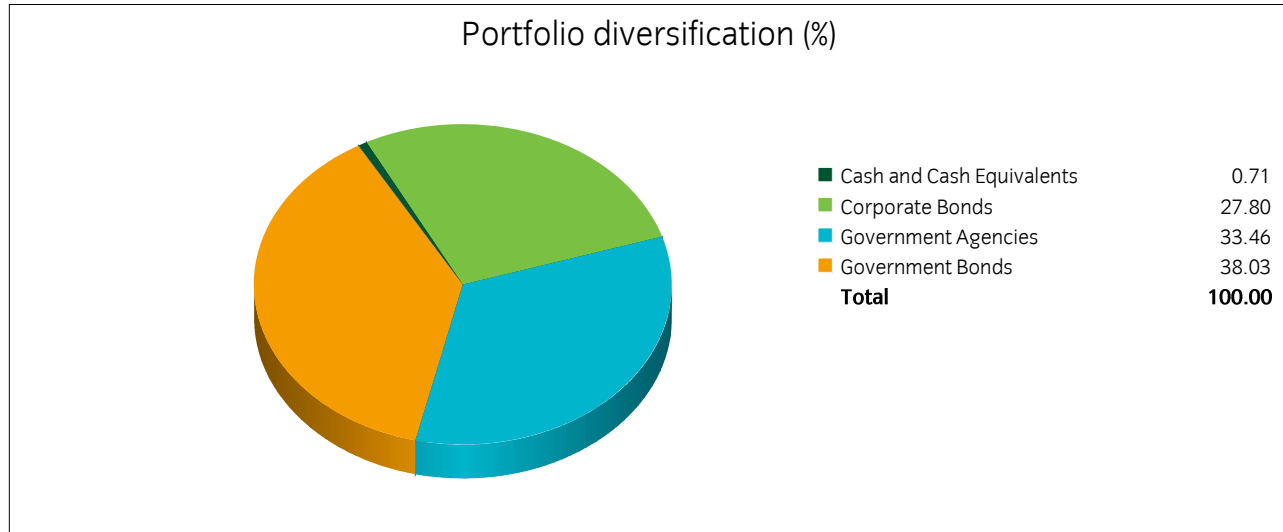
<u>Summary of Fair Value Basis Return for the Period</u>	
	Total portfolio
Interest earned	295,985.76
Change in fair value	2,569,686.68
Total income on portfolio	2,865,672.44
Average daily total value *	176,269,282.10
Period return (%)	1.65
YTD return (%)	1.63
Weighted average final maturity in days	797

* Total value equals market value and accrued interest

RECAP OF SECURITIES HELD

As of March 31, 2023

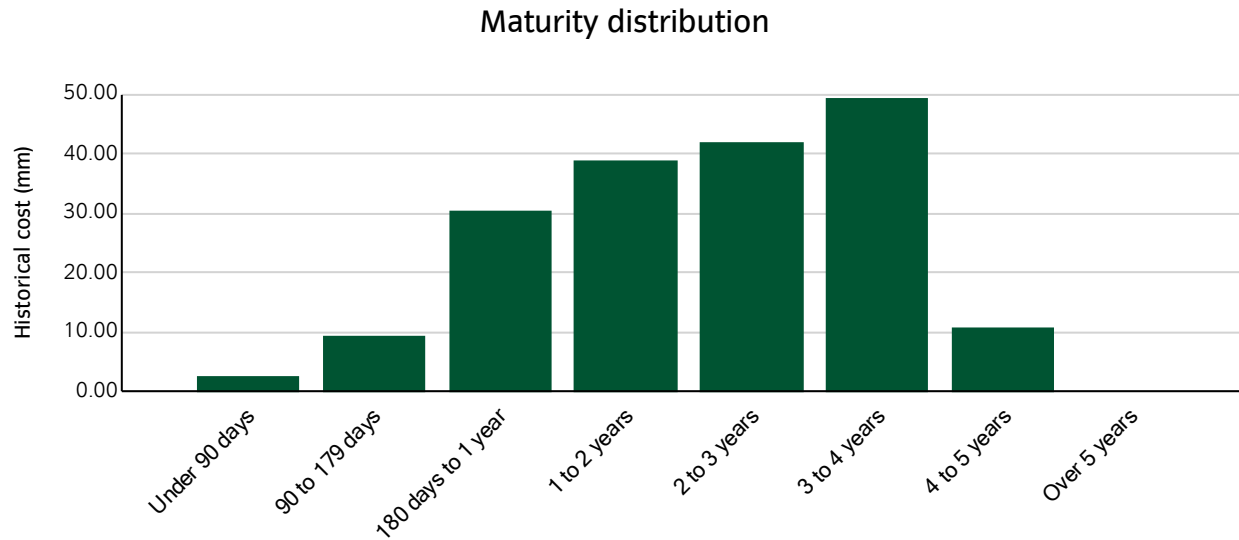
	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Weighted average final maturity (days)	Percent of portfolio	Weighted average effective duration (years)
Cash and Cash Equivalents	1,296,879.45	1,296,879.45	1,296,879.45	0.00	1	0.71	0.00
Corporate Bonds	50,587,305.13	49,753,625.81	48,479,266.42	(1,274,359.39)	726	27.80	1.76
Government Agencies	60,872,616.54	61,074,427.83	60,198,011.07	(876,416.76)	822	33.46	2.12
Government Bonds	69,195,147.03	69,685,030.65	67,990,149.25	(1,694,881.40)	843	38.03	2.22
Total	181,951,948.15	181,809,963.74	177,964,306.19	(3,845,657.55)	797	100.00	2.04



MATURITY DISTRIBUTION OF SECURITIES HELD

As of March 31, 2023

Maturity	Historic cost	Percent
Under 90 days	2,281,720.36	1.25
90 to 179 days	9,198,208.45	5.06
180 days to 1 year	30,344,659.52	16.68
1 to 2 years	38,653,051.66	21.24
2 to 3 years	41,732,941.35	22.94
3 to 4 years	49,259,949.22	27.07
4 to 5 years	10,481,417.59	5.76
Over 5 years	0.00	0.00
	181,951,948.15	100.00



SECURITIES HELD

As of March 31, 2023

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Cash and Cash Equivalents										
	Cash and Cash Equivalents	0.000		1,296,879.45	1,296,879.45	1,296,879.45	1,296,879.45	0.00	0.00	0.71
Total Cash and Cash Equivalents				1,296,879.45	1,296,879.45	1,296,879.45	1,296,879.45	0.00	0.00	0.71
Corporate Bonds										
369550BD9	GENERAL DYNAMICS CORP 3.375% 15MAY2023 (CALLABLE 17APR23)	3.375	05/15/2023 04/15/2023	943,000.00	984,840.91	943,459.79	941,065.94	(2,393.85)	12,023.25	0.54
459200HP9	IBM CORP 3.375% 01AUG2023	3.375	08/01/2023	1,000,000.00	1,061,840.00	1,010,030.35	993,608.32	(16,422.03)	5,625.00	0.58
742718EB1	PROCTER & GAMBLE CO/THE 3.1% 15AUG2023	3.100	08/15/2023	1,000,000.00	1,041,328.13	1,003,757.10	996,615.49	(7,141.61)	3,961.11	0.57
89236THA6	TOYOTA MOTOR CREDIT CORP 1.35% 25AUG2023	1.350	08/25/2023	1,000,000.00	1,021,010.00	1,003,546.51	983,563.15	(19,983.36)	1,350.00	0.56
24422EUM9	JOHN DEERE CAPITAL CORP 3.65% 12OCT2023	3.650	10/12/2023	950,000.00	1,005,926.50	957,324.62	942,198.87	(15,125.75)	16,277.99	0.55
14913R2S5	CATERPILLAR FINL SERVICE 0.95% 10JAN2024	0.950	01/10/2024	1,000,000.00	993,070.00	997,239.83	969,672.94	(27,566.89)	2,137.50	0.55
89236THU2	TOYOTA MOTOR CREDIT CORP 0.45% 11JAN2024	0.450	01/11/2024	1,800,000.00	1,797,858.00	1,799,273.94	1,736,322.97	(62,950.97)	1,800.00	0.99
02665WCT6	AMERICAN HONDA FINANCE 3.55% 12JAN2024	3.550	01/12/2024	1,000,000.00	1,090,440.00	1,023,506.06	988,127.81	(35,378.25)	7,790.28	0.60
24422EVN6	JOHN DEERE CAPITAL CORP 0.45% 17JAN2024	0.450	01/17/2024	800,000.00	787,240.00	794,842.08	773,366.26	(21,475.82)	740.00	0.43
17325FAS7	CITIBANK NA 3.65% 23JAN2024 (CALLABLE 23DEC23)	3.650	01/23/2024 12/23/2023	1,500,000.00	1,618,310.00	1,533,853.63	1,479,427.43	(54,426.20)	10,341.67	0.89

SECURITIES HELD

As of March 31, 2023

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Corporate Bonds										
693475AV7	PNC FINANCIAL SERVICES 3.5% 23JAN2024 (CALLABLE 23DEC23)	3.500	01/23/2024 12/24/2023	1,000,000.00	1,047,210.00	1,007,813.86	981,192.67	(26,621.19)	6,611.11	0.58
91159HHV5	US BANCORP 3.375% 05FEB2024 (CALLABLE 05JAN24)	3.375	02/05/2024 01/05/2024	1,000,000.00	1,067,060.00	1,021,877.73	980,920.97	(40,956.76)	5,250.00	0.59
594918BX1	MICROSOFT CORP 2.875% 06FEB2024 (CALLABLE 06DEC23)	2.875	02/06/2024 12/06/2023	960,000.00	993,734.40	965,255.64	945,699.39	(19,556.25)	4,216.67	0.55
24422EUX5	JOHN DEERE CAPITAL CORP 2.6% 07MAR2024	2.600	03/07/2024	1,450,000.00	1,476,419.00	1,455,399.15	1,418,954.21	(36,444.94)	2,513.33	0.81
459200JY8	IBM CORP 3% 15MAY2024	3.000	05/15/2024	2,000,000.00	2,141,300.00	2,050,331.13	1,962,984.74	(87,346.39)	22,666.67	1.18
14913R2L0	CATERPILLAR FINL SERVICE 0.45% 17MAY2024	0.450	05/17/2024	1,600,000.00	1,597,536.00	1,599,076.57	1,527,174.66	(71,901.91)	2,680.00	0.88
46647PBQ8	JPMORGAN CHASE & CO 1.514% 01JUN2024 (CALLABLE 01JUN23)	1.514	06/01/2024 06/01/2023	2,000,000.00	2,042,800.00	2,002,708.30	1,987,332.10	(15,376.20)	10,093.33	1.12
06051GHL6	BANK OF AMERICA CORP 3.864% 23JUL2024 (CALLABLE 23JUL23)	3.864	07/23/2024 07/23/2023	1,500,000.00	1,605,540.00	1,515,058.11	1,491,498.09	(23,560.02)	10,948.00	0.88
693506BQ9	PPG INDUSTRIES INC 2.4% 15AUG2024 (CALLABLE 15JUL24)	2.400	08/15/2024 07/15/2024	2,000,000.00	2,012,600.00	2,003,540.18	1,936,310.94	(67,229.24)	6,133.33	1.11
89236TGL3	TOYOTA MOTOR CREDIT CORP 2% 07OCT2024	2.000	10/07/2024	1,000,000.00	999,410.00	999,811.16	962,017.95	(37,793.21)	9,666.67	0.55
69353REF1	PNC BANK NA 3.3% 30OCT2024 (CALLABLE 30SEP24)	3.300	10/30/2024 09/30/2024	2,500,000.00	2,737,590.00	2,599,885.54	2,426,088.20	(173,797.34)	34,375.00	1.50
14913Q3B3	CATERPILLAR FINL SERVICE 2.15% 08NOV2024	2.150	11/08/2024	1,000,000.00	1,048,770.00	1,021,371.54	963,492.05	(57,879.49)	8,540.28	0.58

SECURITIES HELD

As of March 31, 2023

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Corporate Bonds										
931142DV2	WALMART INC 2.65% 15DEC2024 (CALLABLE 15OCT24)	2.650	12/15/2024 10/15/2024	1,500,000.00	1,595,520.00	1,547,503.23	1,460,118.26	(87,384.97)	11,704.17	0.88
90331HMS9	US BANK NA CINCINNATI 2.8% 27JAN2025 (CALLABLE 27DEC24)	2.800	01/27/2025 12/27/2024	1,000,000.00	995,210.00	996,865.51	956,940.86	(39,924.65)	4,977.78	0.55
437076BM3	HOME DEPOT INC 3% 01APR2026 (CALLABLE 01JAN26)	3.000	04/01/2026 01/01/2026	3,000,000.00	2,948,280.00	2,958,026.04	2,908,280.82	(49,745.22)	45,000.00	1.62
46625HRS1	JPMORGAN CHASE & CO 3.2% 15JUN2026 (CALLABLE 15MAR26)	3.200	06/15/2026 03/15/2026	1,500,000.00	1,437,795.00	1,441,253.66	1,437,395.72	(3,857.94)	14,133.33	0.79
91159HHN3	US BANCORP 2.375% 22JUL2026 (CALLABLE 22JUN26)	2.375	07/22/2026 06/22/2026	2,000,000.00	1,912,040.00	1,926,370.56	1,834,710.84	(91,659.72)	9,104.17	1.05
594918BR4	MICROSOFT CORP 2.4% 08AUG2026 (CALLABLE 08MAY26)	2.400	08/08/2026 05/08/2026	2,000,000.00	1,939,660.00	1,949,381.44	1,903,434.78	(45,946.66)	7,066.67	1.07
88579YAV3	3M COMPANY 2.25% 19SEP2026 (CALLABLE 19JUN26)	2.250	09/19/2026 06/19/2026	2,000,000.00	1,906,760.00	1,921,366.13	1,846,032.54	(75,333.59)	1,500.00	1.05
713448DN5	PEPSICO INC 2.375% 06OCT2026 (CALLABLE 06JUL26)	2.375	10/06/2026 07/06/2026	1,000,000.00	967,260.00	972,330.55	943,104.16	(29,226.39)	11,545.14	0.53
437076CA8	HOME DEPOT INC 2.5% 15APR2027 (CALLABLE 15FEB27)	2.500	04/15/2027 02/15/2027	1,200,000.00	1,104,228.00	1,112,469.69	1,126,453.31	13,983.62	13,833.33	0.61
037833CR9	APPLE INC 3.2% 11MAY2027 (CALLABLE 11FEB27)	3.200	05/11/2027 02/11/2027	2,121,000.00	2,062,439.19	2,069,498.48	2,067,835.65	(1,662.83)	26,394.67	1.13
037833DB3	APPLE INC 2.9% 12SEP2027 (CALLABLE 12JUN27)	2.900	09/12/2027 06/12/2027	1,000,000.00	947,060.00	950,316.41	957,156.50	6,840.09	1,530.56	0.52
02665WED9	AMERICAN HONDA FINANCE 4.7% 12JAN2028	4.700	01/12/2028	1,000,000.00	1,005,620.00	1,005,574.68	1,009,711.62	4,136.94	10,313.89	0.55

SECURITIES HELD

As of March 31, 2023

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Corporate Bonds										
194162AR4	COLGATE-PALMOLIVE CO 4.6% 01MAR2028 (CALLABLE 01FEB28)	4.600	03/01/2028 02/01/2028	1,600,000.00	1,593,600.00	1,593,706.61	1,640,456.21	46,749.60	6,133.33	0.88
Total Corporate Bonds				49,924,000.00	50,587,305.13	49,753,625.81	48,479,266.42	(1,274,359.39)	348,978.23	27.80
Government Agencies										
3135G0U43	FANNIE MAE 2.875% 12SEP2023	2.875	09/12/2023	2,000,000.00	2,081,960.00	2,008,752.49	1,981,937.36	(26,815.13)	3,034.72	1.14
3133EKVB9	FEDERAL FARM CREDIT BANK 1.86% 17OCT2023	1.860	10/17/2023	2,000,000.00	1,993,956.00	1,999,218.21	1,969,493.00	(29,725.21)	16,946.67	1.10
3133EKKU9	FEDERAL FARM CREDIT BANK 2.3% 08NOV2023	2.300	11/08/2023	1,500,000.00	1,524,645.00	1,503,404.70	1,478,580.21	(24,824.49)	13,704.17	0.84
3130AB3H7	FEDERAL HOME LOAN BANK 2.375% 08MAR2024	2.375	03/08/2024	2,000,000.00	2,045,380.00	2,009,059.92	1,959,752.10	(49,307.82)	3,034.72	1.12
3133EMTD4	FEDERAL FARM CREDIT BANK 0.37% 15MAR2024 (CALLABLE 12APR23)	0.370	03/15/2024	2,000,000.00	1,998,000.00	1,999,364.64	1,917,250.68	(82,113.96)	328.89	1.10
3133EMBE1	FEDERAL FARM CREDIT BANK 0.3% 28MAR2024 (CALLABLE 12APR23)	0.300	03/28/2024	2,000,000.00	1,998,500.00	1,999,574.15	1,913,258.38	(86,315.77)	50.00	1.10
3133EKNX0	FEDERAL FARM CREDIT BANK 2.16% 03JUN2024	2.160	06/03/2024	1,000,000.00	1,012,070.00	1,002,871.55	974,013.37	(28,858.18)	7,080.00	0.56
3135G0V75	FANNIE MAE 1.75% 02JUL2024	1.750	07/02/2024	2,000,000.00	1,982,440.00	1,995,575.74	1,929,607.70	(65,968.04)	8,652.78	1.09
3130AKX84	FEDERAL HOME LOAN BANK 0.27% 23AUG2024 (CALLABLE 23MAY23)	0.270	08/23/2024 05/23/2023	1,000,000.00	999,500.00	999,801.50	942,432.98	(57,368.52)	285.00	0.55
3130ATT31	FEDERAL HOME LOAN BANK 4.5% 03OCT2024	4.500	10/03/2024	3,000,000.00	2,989,410.00	2,991,442.90	3,006,397.20	14,954.30	57,375.00	1.64

SECURITIES HELD

As of March 31, 2023

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Agencies										
3137EAEP0	FREDDIE MAC 1.5% 12FEB2025	1.500	02/12/2025	3,000,000.00	2,881,764.00	2,915,112.62	2,855,691.60	(59,421.02)	6,125.00	1.58
3130AJHU6	FEDERAL HOME LOAN BANK 0.5% 14APR2025	0.500	04/14/2025	1,405,000.00	1,297,447.25	1,320,927.88	1,306,877.99	(14,049.89)	3,258.82	0.71
3135G03U5	FANNIE MAE 0.625% 22APR2025	0.625	04/22/2025	5,300,000.00	4,905,758.00	4,995,796.63	4,927,716.45	(68,080.18)	14,630.21	2.70
3134GVB31	FREDDIE MAC 0.75% 28MAY2025 (CALLABLE 28MAY23) #0002	0.750	05/28/2025 05/28/2023	1,700,000.00	1,556,894.00	1,575,183.33	1,576,152.50	969.17	4,356.25	0.86
3130ASG86	FEDERAL HOME LOAN BANK 3.375% 13JUN2025	3.375	06/13/2025	2,000,000.00	2,008,540.00	2,006,474.40	1,961,261.36	(45,213.04)	20,250.00	1.10
3133ENB74	FEDERAL FARM CREDIT BANK 3.15% 21JUL2025	3.150	07/21/2025	3,000,000.00	2,993,700.00	2,995,170.39	2,941,050.45	(54,119.94)	18,375.00	1.65
3135G05X7	FANNIE MAE 0.375% 25AUG2025	0.375	08/25/2025	2,000,000.00	1,838,268.89	1,879,086.08	1,831,069.78	(48,016.30)	750.00	1.01
3130AL7C2	FEDERAL HOME LOAN BANK 0.5% 25AUG2025 (CALLABLE 25MAY23)	0.500	08/25/2025 05/25/2023	2,000,000.00	2,000,000.00	2,000,000.00	1,837,656.98	(162,343.02)	1,000.00	1.10
3137EAEX3	FREDDIE MAC 0.375% 23SEP2025	0.375	09/23/2025	4,000,000.00	3,584,696.00	3,634,614.31	3,654,419.48	19,805.17	333.33	1.97
3133ENP95	FEDERAL FARM CREDIT BANK 4.25% 30SEP2025	4.250	09/30/2025	3,000,000.00	3,005,673.00	3,004,736.27	3,013,641.99	8,905.72	0.00	1.65
3135G0K36	FANNIE MAE 2.125% 24APR2026	2.125	04/24/2026	3,000,000.00	2,891,100.00	2,911,858.06	2,849,640.99	(62,217.07)	27,802.08	1.59
3133ENV72	FEDERAL FARM CREDIT BANK 4.5% 27JUL2026	4.500	07/27/2026	2,000,000.00	1,997,520.00	1,997,796.17	2,031,679.46	33,883.29	16,000.00	1.10

SECURITIES HELD

As of March 31, 2023

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Agencies										
3133ENH45	FEDERAL FARM CREDIT BANK 3.125% 24AUG2026	3.125	08/24/2026	4,000,000.00	3,944,044.00	3,952,162.30	3,898,725.12	(53,437.18)	12,847.22	2.17
3130AQF65	FEDERAL HOME LOAN BANK 1.25% 21DEC2026	1.250	12/21/2026	4,000,000.00	3,572,880.00	3,608,497.66	3,642,733.88	34,236.22	13,888.89	1.96
3130ATUS4	FEDERAL HOME LOAN BANK 4.25% 10DEC2027	4.250	12/10/2027	2,100,000.00	2,110,781.40	2,110,495.72	2,133,312.30	22,816.58	36,443.75	1.16
3133EN5N6	FEDERAL FARM CREDIT BANK 4% 06JAN2028	4.000	01/06/2028	1,650,000.00	1,657,689.00	1,657,450.21	1,663,657.76	6,207.55	15,583.33	0.91
Total Government Agencies				62,655,000.00	60,872,616.54	61,074,427.83	60,198,011.07	(876,416.76)	302,135.83	33.46
Government Bonds										
912828S35	USA TREASURY 1.375% 30JUN2023	1.375	06/30/2023	1,000,000.00	984,492.19	999,036.72	992,063.32	(6,973.40)	3,418.51	0.54
912828Y61	USA TREASURY 2.75% 31JUL2023	2.750	07/31/2023	1,000,000.00	1,040,468.75	1,003,643.68	993,398.44	(10,245.24)	4,482.04	0.57
912828D1	USA TREASURY 1.375% 31AUG2023	1.375	08/31/2023	2,000,000.00	1,967,109.38	1,996,704.48	1,972,578.12	(24,126.36)	2,316.58	1.08
912828D8	USA TREASURY 2.875% 30SEP2023	2.875	09/30/2023	1,000,000.00	1,041,679.69	1,011,435.36	991,289.06	(20,146.30)	0.00	0.57
91282CAP6	USA TREASURY 0.125% 15OCT2023	0.125	10/15/2023	1,500,000.00	1,493,203.13	1,498,403.58	1,463,496.09	(34,907.49)	860.23	0.82
91282CDD0	USA TREASURY 0.375% 31OCT2023	0.375	10/31/2023	2,000,000.00	1,981,803.58	1,993,962.74	1,951,093.76	(42,868.98)	3,128.45	1.09
9128285P1	USA TREASURY 2.875% 30NOV2023	2.875	11/30/2023	1,800,000.00	1,881,216.97	1,826,888.66	1,778,414.06	(48,474.60)	17,202.61	1.03

SECURITIES HELD

As of March 31, 2023

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Bonds										
912828V23	USA TREASURY 2.25% 31DEC2023	2.250	12/31/2023	1,000,000.00	1,019,261.16	1,003,221.91	981,914.06	(21,307.85)	5,593.92	0.56
91282CBM2	USA TREASURY 0.125% 15FEB2024	0.125	02/15/2024	1,500,000.00	1,489,746.09	1,496,592.64	1,441,523.43	(55,069.21)	227.90	0.82
9128286R6	USA TREASURY 2.25% 30APR2024	2.250	04/30/2024	1,000,000.00	1,023,050.23	1,005,766.20	975,312.50	(30,453.70)	9,385.36	0.56
91282CCC3	USA TREASURY 0.25% 15MAY2024	0.250	05/15/2024	2,000,000.00	1,997,116.08	1,998,900.47	1,907,187.50	(91,712.97)	1,878.45	1.10
912828XT2	USA TREASURY 2% 31MAY2024	2.000	05/31/2024	2,000,000.00	2,101,803.58	2,037,185.74	1,943,906.24	(93,279.50)	13,296.70	1.16
912828Y87	USA TREASURY 1.75% 31JUL2024	1.750	07/31/2024	2,000,000.00	2,087,272.33	2,034,625.12	1,931,562.50	(103,062.62)	5,704.42	1.15
9128282U3	USA TREASURY 1.875% 31AUG2024	1.875	08/31/2024	1,000,000.00	1,012,382.81	1,003,693.49	966,054.69	(37,638.80)	1,579.48	0.56
91282CCX7	USA TREASURY 0.375% 15SEP2024	0.375	09/15/2024	1,700,000.00	1,696,685.38	1,698,387.97	1,606,167.97	(92,220.00)	277.17	0.93
912828YY0	USA TREASURY 1.75% 31DEC2024	1.750	12/31/2024	2,000,000.00	2,093,281.25	2,045,959.48	1,918,750.00	(127,209.48)	8,701.66	1.15
912828ZF0	USA TREASURY 0.5% 31MAR2025	0.500	03/31/2025	3,000,000.00	2,798,906.25	2,852,705.88	2,798,085.93	(54,619.95)	0.00	1.54
91282CAM3	USA TREASURY 0.25% 30SEP2025	0.250	09/30/2025	3,000,000.00	2,740,205.36	2,798,939.63	2,745,351.57	(53,588.06)	0.00	1.51
91282CAT8	USA TREASURY 0.25% 31OCT2025	0.250	10/31/2025	3,000,000.00	2,733,408.49	2,792,137.81	2,735,273.43	(56,864.38)	3,128.45	1.50

SECURITIES HELD

As of March 31, 2023

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Bonds										
91282CAZ4	USA TREASURY 0.375% 30NOV2025	0.375	11/30/2025	3,000,000.00	2,739,853.80	2,795,778.95	2,736,562.50	(59,216.45)	3,739.70	1.51
91282CBC4	USA TREASURY 0.375% 31DEC2025	0.375	12/31/2025	2,300,000.00	2,071,445.21	2,110,291.98	2,096,414.07	(13,877.91)	2,144.34	1.14
91282CBH3	USA TREASURY 0.375% 31JAN2026	0.375	01/31/2026	3,000,000.00	2,725,205.36	2,780,798.43	2,723,320.32	(57,478.11)	1,833.56	1.50
91282CBQ3	USA TREASURY 0.5% 28FEB2026	0.500	02/28/2026	3,000,000.00	2,732,939.74	2,785,828.93	2,726,601.57	(59,227.36)	1,263.59	1.50
91282CBT7	USA TREASURY 0.75% 31MAR2026	0.750	03/31/2026	3,000,000.00	2,748,642.86	2,796,237.11	2,744,648.43	(51,588.68)	0.00	1.51
91282CCF6	USA TREASURY 0.75% 31MAY2026	0.750	05/31/2026	3,000,000.00	2,721,328.12	2,764,826.14	2,728,828.14	(35,998.00)	7,479.40	1.50
91282CCJ8	USA TREASURY 0.875% 30JUN2026	0.875	06/30/2026	3,000,000.00	2,747,470.99	2,792,271.70	2,735,507.82	(56,763.88)	6,526.24	1.51
91282CCP4	USA TREASURY 0.625% 31JUL2026	0.625	07/31/2026	2,000,000.00	1,816,334.83	1,845,933.76	1,804,062.50	(41,871.26)	2,037.29	1.00
9128282A7	USA TREASURY 1.5% 15AUG2026	1.500	08/15/2026	2,000,000.00	1,896,334.83	1,913,284.16	1,856,328.12	(56,956.04)	3,646.41	1.04
91282CCW9	USA TREASURY 0.75% 31AUG2026	0.750	08/31/2026	2,000,000.00	1,823,053.58	1,850,973.65	1,807,500.00	(43,473.65)	1,263.59	1.00
91282CCZ2	USA TREASURY 0.875% 30SEP2026	0.875	09/30/2026	5,000,000.00	4,557,790.19	4,629,332.40	4,528,125.00	(101,207.40)	0.00	2.50
91282CDG3	USA TREASURY 1.125% 31OCT2026	1.125	10/31/2026	2,000,000.00	1,846,647.33	1,869,888.60	1,824,140.62	(45,747.98)	9,385.36	1.01

SECURITIES HELD

As of March 31, 2023

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Bonds										
91282CDK4	USA TREASURY 1.25% 30NOV2026	1.250	11/30/2026	2,000,000.00	1,855,397.33	1,876,894.80	1,829,531.24	(47,363.56)	8,310.44	1.02
91282CDQ1	USA TREASURY 1.25% 31DEC2026	1.250	12/31/2026	2,700,000.00	2,473,980.47	2,504,496.67	2,466,281.25	(38,215.42)	8,390.88	1.36
912828Z78	USA TREASURY 1.5% 31JAN2027	1.500	01/31/2027	1,400,000.00	1,255,629.69	1,270,001.81	1,288,875.00	18,873.19	3,422.65	0.69
Total Government Bonds				72,900,000.00	69,195,147.03	69,685,030.65	67,990,149.25	(1,694,881.40)	140,625.38	38.03
Grand total				186,775,879.45	181,951,948.15	181,809,963.74	177,964,306.19	(3,845,657.55)	791,739.44	100.00

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

As of March 31, 2023

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
United States Treasury Note/Bond												
912828535	USA TREASURY 1.375%	1.375	06/30/2023		AA+	Aaa	1,000,000.00	984,492.19	0.54	992,063.32	0.56	0.25
912828Y61	USA TREASURY 2.75%	2.750	07/31/2023		AA+	Aaa	1,000,000.00	1,040,468.75	0.57	993,398.44	0.56	0.33
9128282D1	USA TREASURY 1.375%	1.375	08/31/2023		AA+	Aaa	2,000,000.00	1,967,109.38	1.08	1,972,578.12	1.11	0.41
9128285D8	USA TREASURY 2.875%	2.875	09/30/2023		AA+	Aaa	1,000,000.00	1,041,679.69	0.57	991,289.06	0.56	0.49
91282CAP6	USA TREASURY 0.125%	0.125	10/15/2023		AA+	Aaa	1,500,000.00	1,493,203.13	0.82	1,463,496.09	0.82	0.53
91282CDD0	USA TREASURY 0.375%	0.375	10/31/2023		AA+	Aaa	2,000,000.00	1,981,803.58	1.09	1,951,093.76	1.10	0.57
9128285P1	USA TREASURY 2.875%	2.875	11/30/2023		AA+	Aaa	1,800,000.00	1,881,216.97	1.03	1,778,414.06	1.00	0.65
912828V23	USA TREASURY 2.25%	2.250	12/31/2023		AA+	Aaa	1,000,000.00	1,019,261.16	0.56	981,914.06	0.55	0.74
91282CBM2	USA TREASURY 0.125%	0.125	02/15/2024		AA+	Aaa	1,500,000.00	1,489,746.09	0.82	1,441,523.43	0.81	0.86
9128286R6	USA TREASURY 2.25%	2.250	04/30/2024		AA+	Aaa	1,000,000.00	1,023,050.23	0.56	975,312.50	0.55	1.04
91282CCC3	USA TREASURY 0.25%	0.250	05/15/2024		AA+	Aaa	2,000,000.00	1,997,116.08	1.10	1,907,187.50	1.07	1.09
912828XT2	USA TREASURY 2%	2.000	05/31/2024		AA+	Aaa	2,000,000.00	2,101,803.58	1.16	1,943,906.24	1.09	1.12
912828Y87	USA TREASURY 1.75%	1.750	07/31/2024		AA+	Aaa	2,000,000.00	2,087,272.33	1.15	1,931,562.50	1.09	1.29
9128282U3	USA TREASURY 1.875%	1.875	08/31/2024		AA+	Aaa	1,000,000.00	1,012,382.81	0.56	966,054.69	0.54	1.37
91282CCX7	USA TREASURY 0.375%	0.375	09/15/2024		AA+	Aaa	1,700,000.00	1,696,685.38	0.93	1,606,167.97	0.90	1.42
912828YY0	USA TREASURY 1.75%	1.750	12/31/2024		AA+	Aaa	2,000,000.00	2,093,281.25	1.15	1,918,750.00	1.08	1.69
912828ZF0	USA TREASURY 0.5%	0.500	03/31/2025		AA+	Aaa	3,000,000.00	2,798,906.25	1.54	2,798,085.93	1.57	1.94
91282CAM3	USA TREASURY 0.25%	0.250	09/30/2025		AA+	Aaa	3,000,000.00	2,740,205.36	1.51	2,745,351.57	1.54	2.43
91282CAT8	USA TREASURY 0.25%	0.250	10/31/2025		AA+	Aaa	3,000,000.00	2,733,408.49	1.50	2,735,273.43	1.54	2.51
91282CAZ4	USA TREASURY 0.375%	0.375	11/30/2025		AA+	Aaa	3,000,000.00	2,739,853.80	1.51	2,736,562.50	1.54	2.59
91282CBC4	USA TREASURY 0.375%	0.375	12/31/2025		AA+	Aaa	2,300,000.00	2,071,445.21	1.14	2,096,414.07	1.18	2.67
91282CBH3	USA TREASURY 0.375%	0.375	01/31/2026		AA+	Aaa	3,000,000.00	2,725,205.36	1.50	2,723,320.32	1.53	2.75
91282CBQ3	USA TREASURY 0.5%	0.500	02/28/2026		AA+	Aaa	3,000,000.00	2,732,939.74	1.50	2,726,601.57	1.53	2.82
91282CBT7	USA TREASURY 0.75%	0.750	03/31/2026		AA+	Aaa	3,000,000.00	2,748,642.86	1.51	2,744,648.43	1.54	2.90
91282CCF6	USA TREASURY 0.75%	0.750	05/31/2026		AA+	Aaa	3,000,000.00	2,721,328.12	1.50	2,728,828.14	1.53	3.05

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

As of March 31, 2023

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
United States Treasury Note/Bond												
91282CCJ8	USA TREASURY 0.875%	0.875	06/30/2026		AA+	Aaa	3,000,000.00	2,747,470.99	1.51	2,735,507.82	1.54	3.12
91282CCP4	USA TREASURY 0.625%	0.625	07/31/2026		AA+	Aaa	2,000,000.00	1,816,334.83	1.00	1,804,062.50	1.01	3.22
9128282A7	USA TREASURY 1.5%	1.500	08/15/2026		AA+	Aaa	2,000,000.00	1,896,334.83	1.04	1,856,328.12	1.04	3.21
91282CCW9	USA TREASURY 0.75%	0.750	08/31/2026		AA+	Aaa	2,000,000.00	1,823,053.58	1.00	1,807,500.00	1.02	3.30
91282CCZ2	USA TREASURY 0.875%	0.875	09/30/2026		AA+	Aaa	5,000,000.00	4,557,790.19	2.50	4,528,125.00	2.54	3.37
91282CDG3	USA TREASURY 1.125%	1.125	10/31/2026		AA+	Aaa	2,000,000.00	1,846,647.33	1.01	1,824,140.62	1.03	3.42
91282CDK4	USA TREASURY 1.25%	1.250	11/30/2026		AA+	Aaa	2,000,000.00	1,855,397.33	1.02	1,829,531.24	1.03	3.49
91282CDQ1	USA TREASURY 1.25%	1.250	12/31/2026		AA+	Aaa	2,700,000.00	2,473,980.47	1.36	2,466,281.25	1.39	3.57
912828Z78	USA TREASURY 1.5%	1.500	01/31/2027		AA+	Aaa	1,400,000.00	1,255,629.69	0.69	1,288,875.00	0.72	3.64
Issuer total							72,900,000.00	69,195,147.03	38.03	67,990,149.25	38.20	2.22
Federal Farm Credit Banks Funding Corp												
3133EKV89	FEDERAL FARM CREDIT	1.860	10/17/2023		AA+	Aaa	2,000,000.00	1,993,956.00	1.10	1,969,493.00	1.11	0.53
3133EKU99	FEDERAL FARM CREDIT	2.300	11/08/2023		AA+	Aaa	1,500,000.00	1,524,645.00	0.84	1,478,580.21	0.83	0.59
3133EMTD4	FEDERAL FARM CREDIT	0.370	03/15/2024		AA+	Aaa	2,000,000.00	1,998,000.00	1.10	1,917,250.68	1.08	0.94
3133EMBE1	FEDERAL FARM CREDIT	0.300	03/28/2024		AA+	Aaa	2,000,000.00	1,998,500.00	1.10	1,913,258.38	1.08	0.97
3133EKNX0	FEDERAL FARM CREDIT	2.160	06/03/2024		AA+	Aaa	1,000,000.00	1,012,070.00	0.56	974,013.37	0.55	1.13
3133ENB74	FEDERAL FARM CREDIT	3.150	07/21/2025		AA+	Aaa	3,000,000.00	2,993,700.00	1.65	2,941,050.45	1.65	2.18
3133ENP95	FEDERAL FARM CREDIT	4.250	09/30/2025		AA+	Aaa	3,000,000.00	3,005,673.00	1.65	3,013,641.99	1.69	2.34
3133ENV72	FEDERAL FARM CREDIT	4.500	07/27/2026		AA+	Aaa	2,000,000.00	1,997,520.00	1.10	2,031,679.46	1.14	3.03
3133ENH45	FEDERAL FARM CREDIT	3.125	08/24/2026		AA+	Aaa	4,000,000.00	3,944,044.00	2.17	3,898,725.12	2.19	3.17
3133EN5N6	FEDERAL FARM CREDIT	4.000	01/06/2028		AA+	Aaa	1,650,000.00	1,657,689.00	0.91	1,663,657.76	0.93	4.24
Issuer total							22,150,000.00	22,125,797.00	12.16	21,801,350.42	12.25	2.08
Federal Home Loan Banks												
3130AB3H7	FEDERAL HOME LOAN	2.375	03/08/2024		AA+	Aaa	2,000,000.00	2,045,380.00	1.12	1,959,752.10	1.10	0.91

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

As of March 31, 2023

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
Federal Home Loan Banks												
3130AKX84	FEDERAL HOME LOAN	0.270	08/23/2024	05/23/2023	AA+	Aaa	1,000,000.00	999,500.00	0.55	942,432.98	0.53	1.36
3130ATT31	FEDERAL HOME LOAN	4.500	10/03/2024		AA+	Aaa	3,000,000.00	2,989,410.00	1.64	3,006,397.20	1.69	1.41
3130AJHU6	FEDERAL HOME LOAN	0.500	04/14/2025		AA+	Aaa	1,405,000.00	1,297,447.25	0.71	1,306,877.99	0.73	1.97
3130ASG86	FEDERAL HOME LOAN	3.375	06/13/2025		AA+	Aaa	2,000,000.00	2,008,540.00	1.10	1,961,261.36	1.10	2.07
3130AL7C2	FEDERAL HOME LOAN	0.500	08/25/2025	05/25/2023	AA+	Aaa	2,000,000.00	2,000,000.00	1.10	1,837,656.98	1.03	2.28
3130AQF65	FEDERAL HOME LOAN	1.250	12/21/2026		AA+	Aaa	4,000,000.00	3,572,880.00	1.96	3,642,733.88	2.05	3.54
3130ATUS4	FEDERAL HOME LOAN	4.250	12/10/2027		AA+	Aaa	2,100,000.00	2,110,781.40	1.16	2,133,312.30	1.20	4.13
Issuer total							17,505,000.00	17,023,938.65	9.36	16,790,424.79	9.43	2.35
Federal National Mortgage Association												
3135G0U43	FANNIE MAE 2.875%	2.875	09/12/2023		AA+	Aaa	2,000,000.00	2,081,960.00	1.14	1,981,937.36	1.11	0.44
3135G0V75	FANNIE MAE 1.75%	1.750	07/02/2024		AA+	Aaa	2,000,000.00	1,982,440.00	1.09	1,929,607.70	1.08	1.21
3135G03U5	FANNIE MAE 0.625%	0.625	04/22/2025		AA+	Aaa	5,300,000.00	4,905,758.00	2.70	4,927,716.45	2.77	1.99
3135G05X7	FANNIE MAE 0.375%	0.375	08/25/2025		AA+	Aaa	2,000,000.00	1,838,268.89	1.01	1,831,069.78	1.03	2.33
3135G0K36	FANNIE MAE 2.125%	2.125	04/24/2026		AA+	Aaa	3,000,000.00	2,891,100.00	1.59	2,849,640.99	1.60	2.88
Issuer total							14,300,000.00	13,699,526.89	7.53	13,519,972.28	7.60	1.88
Federal Home Loan Mortgage Corp												
3137EAEP0	FREDDIE MAC 1.5%	1.500	02/12/2025		AA+	Aaa	3,000,000.00	2,881,764.00	1.58	2,855,691.60	1.60	1.80
3134GVB31	FREDDIE MAC 0.75%	0.750	05/28/2025	05/28/2023	AA+	Aaa	1,700,000.00	1,556,894.00	0.86	1,576,152.50	0.89	2.01
3137EAEX3	FREDDIE MAC 0.375%	0.375	09/23/2025		AA+	Aaa	4,000,000.00	3,584,696.00	1.97	3,654,419.48	2.05	2.41
Issuer total							8,700,000.00	8,023,354.00	4.41	8,086,263.58	4.54	2.11
Home Depot Inc/The												
437076BM3	HOME DEPOT INC 3%	3.000	04/01/2026	01/01/2026	A	A2	3,000,000.00	2,948,280.00	1.62	2,908,280.82	1.63	2.72

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

As of March 31, 2023

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
Home Depot Inc/The												
437076CA8	HOME DEPOT INC 2.5%	2.500	04/15/2027	02/15/2027	A	A2	1,200,000.00	1,104,228.00	0.61	1,126,453.31	0.63	3.67
Issuer total							4,200,000.00	4,052,508.00	2.23	4,034,734.13	2.27	2.98
Toyota Motor Credit Corp												
89236THA6	TOYOTA MOTOR CREDIT	1.350	08/25/2023		A+	A1	1,000,000.00	1,021,010.00	0.56	983,563.15	0.55	0.39
89236THU2	TOYOTA MOTOR CREDIT	0.450	01/11/2024		A+	A1	1,800,000.00	1,797,858.00	0.99	1,736,322.97	0.98	0.76
89236TGL3	TOYOTA MOTOR CREDIT	2.000	10/07/2024		A+	A1	1,000,000.00	999,410.00	0.55	962,017.95	0.54	1.45
Issuer total							3,800,000.00	3,818,278.00	2.10	3,681,904.07	2.07	0.84
Caterpillar Financial Services Corp												
14913R2S5	CATERPILLAR FINL	0.950	01/10/2024		A	A2	1,000,000.00	993,070.00	0.55	969,672.94	0.54	0.76
14913R2L0	CATERPILLAR FINL	0.450	05/17/2024		A	A2	1,600,000.00	1,597,536.00	0.88	1,527,174.66	0.86	1.10
14913Q3B3	CATERPILLAR FINL	2.150	11/08/2024		A	A2	1,000,000.00	1,048,770.00	0.58	963,492.05	0.54	1.53
Issuer total							3,600,000.00	3,639,376.00	2.00	3,460,339.65	1.94	1.13
JPMorgan Chase & Co												
46647PBQ8	JPMORGAN CHASE & CO	1.514	06/01/2024	06/01/2023	A-	A1	2,000,000.00	2,042,800.00	1.12	1,987,332.10	1.12	0.17
46625HRS1	JPMORGAN CHASE & CO	3.200	06/15/2026	03/15/2026	A-	A1	1,500,000.00	1,437,795.00	0.79	1,437,395.72	0.81	2.88
Issuer total							3,500,000.00	3,480,595.00	1.91	3,424,727.82	1.92	1.29
John Deere Capital Corp												
24422EUM9	JOHN DEERE CAPITAL	3.650	10/12/2023		A	A2	950,000.00	1,005,926.50	0.55	942,198.87	0.53	0.51
24422EVN6	JOHN DEERE CAPITAL	0.450	01/17/2024		A	A2	800,000.00	787,240.00	0.43	773,366.26	0.43	0.78
24422EUX5	JOHN DEERE CAPITAL	2.600	03/07/2024		A	A2	1,450,000.00	1,476,419.00	0.81	1,418,954.21	0.80	0.91
Issuer total							3,200,000.00	3,269,585.50	1.80	3,134,519.34	1.76	0.76

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

As of March 31, 2023

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
Apple Inc												
037833CR9	APPLE INC 3.2%	3.200	05/11/2027	02/11/2027	AA+	Aaa	2,121,000.00	2,062,439.19	1.13	2,067,835.65	1.16	3.65
037833DB3	APPLE INC 2.9%	2.900	09/12/2027	06/12/2027	AA+	Aaa	1,000,000.00	947,060.00	0.52	957,156.50	0.54	4.01
Issuer total							3,121,000.00	3,009,499.19	1.65	3,024,992.15	1.70	3.76
International Business Machines Corp												
459200HP9	IBM CORP 3.375%	3.375	08/01/2023		A-	A3	1,000,000.00	1,061,840.00	0.58	993,608.32	0.56	0.33
459200JY8	IBM CORP 3%	3.000	05/15/2024		A-	A3	2,000,000.00	2,141,300.00	1.18	1,962,984.74	1.10	1.07
Issuer total							3,000,000.00	3,203,140.00	1.76	2,956,593.06	1.66	0.82
Microsoft Corp												
594918BX1	MICROSOFT CORP 2.875%	2.875	02/06/2024	12/06/2023	AAA	Aaa	960,000.00	993,734.40	0.55	945,699.39	0.53	0.80
594918BR4	MICROSOFT CORP 2.4%	2.400	08/08/2026	05/08/2026	AAA	Aaa	2,000,000.00	1,939,660.00	1.07	1,903,434.78	1.07	3.08
Issuer total							2,960,000.00	2,933,394.40	1.61	2,849,134.17	1.60	2.31
US Bancorp												
91159HHV5	US BANCORP 3.375%	3.375	02/05/2024	01/05/2024	A+	A2	1,000,000.00	1,067,060.00	0.59	980,920.97	0.55	0.82
91159HHN3	US BANCORP 2.375%	2.375	07/22/2026	06/22/2026	A+	A2	2,000,000.00	1,912,040.00	1.05	1,834,710.84	1.03	3.07
Issuer total							3,000,000.00	2,979,100.00	1.64	2,815,631.81	1.58	2.26
PNC Bank NA												
69353REF1	PNC BANK NA 3.3%	3.300	10/30/2024	09/30/2024	A	A2	2,500,000.00	2,737,590.00	1.50	2,426,088.20	1.36	1.47
Issuer total							2,500,000.00	2,737,590.00	1.50	2,426,088.20	1.36	1.47
American Honda Finance Corp												
02665WCT6	AMERICAN HONDA	3.550	01/12/2024		A-	A3	1,000,000.00	1,090,440.00	0.60	988,127.81	0.56	0.76
02665WED9	AMERICAN HONDA	4.700	01/12/2028		A-	A3	1,000,000.00	1,005,620.00	0.55	1,009,711.62	0.57	4.18
Issuer total							2,000,000.00	2,096,060.00	1.15	1,997,839.43	1.12	2.40

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

As of March 31, 2023

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
PPG Industries Inc												
693506BQ9	PPG INDUSTRIES INC 2.4%	2.400	08/15/2024	07/15/2024	BBB+	A3	2,000,000.00	2,012,600.00	1.11	1,936,310.94	1.09	1.31
Issuer total							2,000,000.00	2,012,600.00	1.11	1,936,310.94	1.09	1.31
3M Co												
88579YAV3	3M COMPANY 2.25%	2.250	09/19/2026	06/19/2026	A	A1	2,000,000.00	1,906,760.00	1.05	1,846,032.54	1.04	3.22
Issuer total							2,000,000.00	1,906,760.00	1.05	1,846,032.54	1.04	3.22
Colgate-Palmolive Co												
194162AR4	COLGATE-PALMOLIVE CO	4.600	03/01/2028	02/01/2028	AA-	Aa3	1,600,000.00	1,593,600.00	0.88	1,640,456.21	0.92	4.30
Issuer total							1,600,000.00	1,593,600.00	0.88	1,640,456.21	0.92	4.30
Bank of America Corp												
06051GHL6	BANK OF AMERICA CORP	3.864	07/23/2024	07/23/2023	A-	A2	1,500,000.00	1,605,540.00	0.88	1,491,498.09	0.84	0.31
Issuer total							1,500,000.00	1,605,540.00	0.88	1,491,498.09	0.84	0.31
Citibank NA												
17325FAS7	CITIBANK NA 3.65%	3.650	01/23/2024	12/23/2023	A+	Aa3	1,500,000.00	1,618,310.00	0.89	1,479,427.43	0.83	0.78
Issuer total							1,500,000.00	1,618,310.00	0.89	1,479,427.43	0.83	0.78
Walmart Inc												
931142DV2	WALMART INC 2.65%	2.650	12/15/2024	10/15/2024	AA	Aa2	1,500,000.00	1,595,520.00	0.88	1,460,118.26	0.82	1.58
Issuer total							1,500,000.00	1,595,520.00	0.88	1,460,118.26	0.82	1.58
Cash and Cash Equivalent												
	INVESTED CASH	0.000					1,296,879.45	1,296,879.45	0.00	1,296,879.45	0.73	0.00
Issuer total							1,296,879.45	1,296,879.45	0.00	1,296,879.45	0.73	0.00

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

As of March 31, 2023

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
Procter & Gamble Co/The												
742718EB1	PROCTER & GAMBLE	3.100	08/15/2023		AA-	Aa3	1,000,000.00	1,041,328.13	0.57	996,615.49	0.56	0.37
Issuer total							1,000,000.00	1,041,328.13	0.57	996,615.49	0.56	0.37
PNC Financial Services Group Inc/The												
693475AV7	PNC FINANCIAL	3.500	01/23/2024	12/24/2023	A-	A3	1,000,000.00	1,047,210.00	0.58	981,192.67	0.55	0.78
Issuer total							1,000,000.00	1,047,210.00	0.58	981,192.67	0.55	0.78
US Bank NA/Cincinnati OH												
90331HMS9	US BANK NA CINCINNATI	2.800	01/27/2025	12/27/2024	AA-	A1	1,000,000.00	995,210.00	0.55	956,940.86	0.54	1.72
Issuer total							1,000,000.00	995,210.00	0.55	956,940.86	0.54	1.72
PepsiCo Inc												
713448DN5	PEPSICO INC 2.375%	2.375	10/06/2026	07/06/2026	A+	A1	1,000,000.00	967,260.00	0.53	943,104.16	0.53	3.20
Issuer total							1,000,000.00	967,260.00	0.53	943,104.16	0.53	3.20
General Dynamics Corp												
369550BD9	GENERAL DYNAMICS	3.375	05/15/2023	04/15/2023	A-	A3	943,000.00	984,840.91	0.54	941,065.94	0.53	0.12
Issuer total							943,000.00	984,840.91	0.54	941,065.94	0.53	0.12
Grand total							186,775,879.45	181,951,948.15	100.00	177,964,306.19	100.00	2.04

SECURITIES PURCHASED

For the period March 1, 2023 - March 31, 2023

Cusip	Description / Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Unit cost	Principal cost	Accrued interest
Corporate Bonds								
194162AR4	COLGATE-PALMOLIVE CO 4.6% J.P. MORGAN SECURITIES LLC	03/01/2023 03/06/2023	4.600	03/01/2028 02/01/2028	1,600,000.00	99.60	(1,593,600.00)	(1,022.22)
02665WED9	AMERICAN HONDA FINANCE 4.7% BARCLAYS CAPITAL	03/17/2023 03/21/2023	4.700	01/12/2028	1,000,000.00	100.56	(1,005,620.00)	(9,008.33)
Total Corporate Bonds					2,600,000.00		(2,599,220.00)	(10,030.55)
Grand total					2,600,000.00		(2,599,220.00)	(10,030.55)

SECURITIES SOLD AND MATURED

For the period March 1, 2023 - March 31, 2023

Cusip	Description / Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost at sale or maturity	Price	Fair value at sale or maturity	Realized gain (loss)	Accrued interest sold
Corporate Bonds											
06051GHF9	BANK OF AMERICA CORP 3.55% 05MAR2024 (CALLABLE 05MAR23)	03/06/2023 03/06/2023	3.550		(1,500,000.00)	1,606,050.00	1,500,000.00	0.00	1,500,000.00	0.00	0.00
Total (Corporate Bonds)					(1,500,000.00)	1,606,050.00	1,500,000.00		1,500,000.00	0.00	0.00
Grand total					(1,500,000.00)	1,606,050.00	1,500,000.00		1,500,000.00	0.00	0.00

DETAIL OF RETURN AND INTEREST RECEIVED

For the period March 1, 2023 - March 31, 2023

Cusip	Description	Accretion (amortization)	Realized gain (loss)	Change in fair value	Interest earned	Interest received
Cash						
	Cash and Cash Equivalents	0.00	0.00	0.00	280.89	280.89
Total Cash		0.00	0.00	0.00	280.89	280.89
Corporate Bonds						
88579YAV3	3M COMPANY 2.25% 19SEP2026 (CALLABLE 19JUN26)	1,888.72	0.00	32,601.78	4,125.00	22,500.00
02665WCT6	AMERICAN HONDA FINANCE 3.55% 12JAN2024	(2,500.65)	0.00	3,467.69	3,254.17	0.00
02665WED9	AMERICAN HONDA FINANCE 4.7% 12JAN2028	(45.32)	0.00	4,091.62	1,305.56	0.00
037833DB3	APPLE INC 2.9% 12SEP2027 (CALLABLE 12JUN27)	930.40	0.00	27,439.82	2,658.34	14,500.00
037833CR9	APPLE INC 3.2% 11MAY2027 (CALLABLE 11FEB27)	1,043.24	0.00	63,744.49	6,221.60	0.00
06051GHF9	BANK OF AMERICA CORP 3.55% 05MAR2024 (CALLABLE 05MAR23)	(558.16)	0.00	195.46	1,035.42	26,625.00
06051GHL6	BANK OF AMERICA CORP 3.864% 23JUL2024 (CALLABLE 23JUL23)	(3,997.72)	0.00	2,584.81	5,313.00	0.00
14913R2L0	CATERPILLAR FINL SERVICE 0.45% 17MAY2024	68.07	0.00	15,918.98	660.00	0.00
14913R2S5	CATERPILLAR FINL SERVICE 0.95% 10JAN2024	295.73	0.00	5,930.31	870.83	0.00
14913Q3B3	CATERPILLAR FINL SERVICE 2.15% 08NOV2024	(1,109.25)	0.00	10,075.64	1,970.84	0.00
17325FAS7	CITIBANK NA 3.65% 23JAN2024 (CALLABLE 23DEC23)	(3,861.63)	0.00	1,260.02	5,018.75	0.00
194162AR4	COLGATE-PALMOLIVE CO 4.6% 01MAR2028 (CALLABLE 01FEB28)	106.61	0.00	46,856.21	5,111.11	0.00
369550BD9	GENERAL DYNAMICS CORP 3.375% 15MAY2023 (CALLABLE 17APR23)	(919.58)	0.00	1,831.58	2,917.41	0.00
437076CA8	HOME DEPOT INC 2.5% 15APR2027 (CALLABLE 15FEB27)	1,804.75	0.00	29,603.56	2,750.00	0.00
437076BM3	HOME DEPOT INC 3% 01APR2026 (CALLABLE 01JAN26)	1,164.87	0.00	77,173.68	8,250.00	0.00
459200JY8	IBM CORP 3% 15MAY2024	(3,728.24)	0.00	18,614.20	5,500.00	0.00
459200HP9	IBM CORP 3.375% 01AUG2023	(2,486.86)	0.00	1,048.28	3,093.75	0.00

DETAIL OF RETURN AND INTEREST RECEIVED

For the period March 1, 2023 - March 31, 2023

Cusip	Description	Accretion (amortization)	Realized gain (loss)	Change in fair value	Interest earned	Interest received
Corporate Bonds						
24422EVN6	JOHN DEERE CAPITAL CORP 0.45% 17JAN2024	539.15	0.00	6,161.45	330.00	0.00
24422EUX5	JOHN DEERE CAPITAL CORP 2.6% 07MAR2024	(480.64)	0.00	5,460.87	3,455.83	18,850.00
24422EUM9	JOHN DEERE CAPITAL CORP 3.65% 12OCT2023	(1,144.47)	0.00	671.65	3,178.55	0.00
46647PBQ8	JPMORGAN CHASE & CO 1.514% 01JUN2024 (CALLABLE 01JUN23)	(1,331.95)	0.00	6,892.70	2,775.66	0.00
46625HRS1	JPMORGAN CHASE & CO 3.2% 15JUN2026 (CALLABLE 15MAR26)	1,525.88	0.00	25,182.06	4,400.00	0.00
594918BR4	MICROSOFT CORP 2.4% 08AUG2026 (CALLABLE 08MAY26)	1,257.08	0.00	48,479.92	4,400.00	0.00
594918BX1	MICROSOFT CORP 2.875% 06FEB2024 (CALLABLE 06DEC23)	(640.94)	0.00	6,532.24	2,530.00	0.00
713448DN5	PEPSICO INC 2.375% 06OCT2026 (CALLABLE 06JUL26)	655.68	0.00	20,318.98	2,177.08	0.00
69353REF1	PNC BANK NA 3.3% 30OCT2024 (CALLABLE 30SEP24)	(5,549.20)	0.00	3,476.65	7,333.33	0.00
693475AV7	PNC FINANCIAL SERVICES 3.5% 23JAN2024 (CALLABLE 23DEC23)	(891.32)	0.00	(3,109.08)	3,208.33	0.00
693506BQ9	PPG INDUSTRIES INC 2.4% 15AUG2024 (CALLABLE 15JUL24)	(228.40)	0.00	19,233.18	4,400.00	0.00
742718EB1	PROCTER & GAMBLE CO/THE 3.1% 15AUG2023	(834.91)	0.00	5,452.78	2,841.67	0.00
89236THU2	TOYOTA MOTOR CREDIT CORP 0.45% 11JAN2024	77.51	0.00	9,112.68	742.50	0.00
89236THA6	TOYOTA MOTOR CREDIT CORP 1.35% 25AUG2023	(733.76)	0.00	2,147.02	1,237.50	0.00
89236TGL3	TOYOTA MOTOR CREDIT CORP 2% 07OCT2024	10.36	0.00	11,269.98	1,833.34	0.00
91159HHN3	US BANCORP 2.375% 22JUL2026 (CALLABLE 22JUN26)	1,853.09	0.00	354.70	4,354.17	0.00
91159HHV5	US BANCORP 3.375% 05FEB2024 (CALLABLE 05JAN24)	(2,298.75)	0.00	(457.47)	3,093.75	0.00
90331HMS9	US BANK NA CINCINNATI 2.8% 27JAN2025 (CALLABLE 27DEC24)	143.13	0.00	(1,702.37)	2,566.67	0.00
931142DV2	WALMART INC 2.65% 15DEC2024 (CALLABLE 15OCT24)	(2,567.74)	0.00	14,426.22	3,643.75	0.00
Total Corporate Bonds		(22,545.22)	0.00	522,342.29	118,557.91	82,475.00

DETAIL OF RETURN AND INTEREST RECEIVED

For the period March 1, 2023 - March 31, 2023

Cusip	Description	Accretion (amortization)	Realized gain (loss)	Change in fair value	Interest earned	Interest received
Government Agencies						
3135G05X7	FANNIE MAE 0.375% 25AUG2025	4,193.55	0.00	32,696.66	687.50	0.00
3135G03U5	FANNIE MAE 0.625% 22APR2025	12,299.33	0.00	74,421.70	3,036.46	0.00
3135G0V75	FANNIE MAE 1.75% 02JUL2024	293.64	0.00	16,462.18	3,208.34	0.00
3135G0K36	FANNIE MAE 2.125% 24APR2026	2,395.16	0.00	56,411.91	5,843.75	0.00
3135G0U43	FANNIE MAE 2.875% 12SEP2023	(1,620.83)	0.00	6,441.16	5,270.83	28,750.00
3133EMBE1	FEDERAL FARM CREDIT BANK 0.3% 28MAR2024 (CALLABLE 12APR23)	35.69	0.00	17,158.24	550.00	3,000.00
3133EMTD4	FEDERAL FARM CREDIT BANK 0.37% 15MAR2024 (CALLABLE 12APR23)	55.25	0.00	16,711.54	678.33	3,700.00
3133EKVB9	FEDERAL FARM CREDIT BANK 1.86% 17OCT2023	119.06	0.00	10,497.30	3,410.00	0.00
3133EKNX0	FEDERAL FARM CREDIT BANK 2.16% 03JUN2024	(203.65)	0.00	8,860.31	1,980.00	0.00
3133EKKU9	FEDERAL FARM CREDIT BANK 2.3% 08NOV2023	(468.53)	0.00	7,795.00	3,162.50	0.00
3133ENH45	FEDERAL FARM CREDIT BANK 3.125% 24AUG2026	1,172.49	0.00	75,259.60	11,458.33	0.00
3133ENB74	FEDERAL FARM CREDIT BANK 3.15% 21JUL2025	174.36	0.00	45,117.57	8,662.50	0.00
3133EN5N6	FEDERAL FARM CREDIT BANK 4% 06JAN2028	(130.25)	0.00	35,034.83	6,050.00	0.00
3133ENP95	FEDERAL FARM CREDIT BANK 4.25% 30SEP2025	(157.88)	0.00	45,613.95	11,333.33	63,750.00
3133ENV72	FEDERAL FARM CREDIT BANK 4.5% 27JUL2026	55.23	0.00	36,167.58	8,250.00	0.00
3130AKX84	FEDERAL HOME LOAN BANK 0.27% 23AUG2024 (CALLABLE 23MAY23)	11.84	0.00	12,884.94	247.50	0.00
3130AJHU6	FEDERAL HOME LOAN BANK 0.5% 14APR2025	3,436.19	0.00	21,229.97	643.96	0.00
3130AL7C2	FEDERAL HOME LOAN BANK 0.5% 25AUG2025 (CALLABLE 25MAY23)	0.00	0.00	43,559.06	916.67	0.00
3130AQF65	FEDERAL HOME LOAN BANK 1.25% 21DEC2026	8,758.44	0.00	80,416.32	4,583.33	0.00
3130AB3H7	FEDERAL HOME LOAN BANK 2.375% 08MAR2024	(804.13)	0.00	18,908.48	4,354.16	23,750.00

DETAIL OF RETURN AND INTEREST RECEIVED

For the period March 1, 2023 - March 31, 2023

Cusip	Description	Accretion (amortization)	Realized gain (loss)	Change in fair value	Interest earned	Interest received
Government Agencies						
3130ASG86	FEDERAL HOME LOAN BANK 3.375% 13JUN2025	(244.93)	0.00	27,927.14	6,187.50	0.00
3130ATUS4	FEDERAL HOME LOAN BANK 4.25% 10DEC2027	(186.31)	0.00	33,525.32	8,181.25	0.00
3130ATT31	FEDERAL HOME LOAN BANK 4.5% 03OCT2024	472.77	0.00	30,915.75	12,375.00	0.00
3137EAEX3	FREDDIE MAC 0.375% 23SEP2025	12,274.99	0.00	59,591.16	1,375.00	7,500.00
3134GVB31	FREDDIE MAC 0.75% 28MAY2025 (CALLABLE 28MAY23) #0002	4,812.98	0.00	27,981.01	1,168.75	0.00
3137EAEP0	FREDDIE MAC 1.5% 12FEB2025	3,789.62	0.00	39,497.13	4,125.00	0.00
Total Government Agencies		50,534.08	0.00	881,085.81	117,739.99	130,450.00
Government Bonds						
91282CBM2	USA TREASURY 0.125% 15FEB2024	329.05	0.00	11,953.11	160.57	0.00
91282CAP6	USA TREASURY 0.125% 15OCT2023	249.94	0.00	8,613.27	159.68	0.00
91282CCC3	USA TREASURY 0.25% 15MAY2024	82.93	0.00	20,781.26	428.17	0.00
91282CAM3	USA TREASURY 0.25% 30SEP2025	6,819.34	0.00	55,898.43	638.74	3,750.00
91282CAT8	USA TREASURY 0.25% 31OCT2025	6,818.76	0.00	56,132.79	642.26	0.00
91282CCX7	USA TREASURY 0.375% 15SEP2024	93.58	0.00	21,847.67	541.33	3,187.50
91282CAZ4	USA TREASURY 0.375% 30NOV2025	6,493.18	0.00	56,718.75	958.11	0.00
91282CBC4	USA TREASURY 0.375% 31DEC2025	5,845.87	0.00	44,472.66	738.61	0.00
91282CBH3	USA TREASURY 0.375% 31JAN2026	6,552.80	0.00	58,359.39	963.39	0.00
91282CDD0	USA TREASURY 0.375% 31OCT2023	874.56	0.00	12,500.00	642.26	0.00
91282CBQ3	USA TREASURY 0.5% 28FEB2026	6,234.08	0.00	59,531.25	1,263.59	0.00
91282ZF0	USA TREASURY 0.5% 31MAR2025	6,246.40	0.00	48,867.18	1,277.47	7,500.00

DETAIL OF RETURN AND INTEREST RECEIVED

For the period March 1, 2023 - March 31, 2023

Cusip	Description	Accretion (amortization)	Realized gain (loss)	Change in fair value	Interest earned	Interest received
Government Bonds						
91282CCP4	USA TREASURY 0.625% 31JUL2026	3,921.22	0.00	42,109.38	1,070.44	0.00
91282CCW9	USA TREASURY 0.75% 31AUG2026	3,698.81	0.00	42,343.76	1,263.59	0.00
91282CBT7	USA TREASURY 0.75% 31MAR2026	5,763.37	0.00	60,234.36	1,916.21	11,250.00
91282CCF6	USA TREASURY 0.75% 31MAY2026	6,301.12	0.00	61,523.46	1,916.21	0.00
91282CCJ8	USA TREASURY 0.875% 30JUN2026	5,425.08	0.00	61,757.82	2,247.92	0.00
91282CCZ2	USA TREASURY 0.875% 30SEP2026	8,984.12	0.00	105,078.10	3,725.96	21,875.00
91282CDG3	USA TREASURY 1.125% 31OCT2026	3,078.97	0.00	42,578.12	1,926.80	0.00
91282CDK4	USA TREASURY 1.25% 30NOV2026	2,847.95	0.00	43,046.86	2,129.12	0.00
91282CDQ1	USA TREASURY 1.25% 31DEC2026	4,420.57	0.00	58,746.09	2,890.19	0.00
912828S35	USA TREASURY 1.375% 30JUN2023	328.16	0.00	3,938.32	1,177.49	0.00
912828D1	USA TREASURY 1.375% 31AUG2023	667.72	0.00	8,671.88	2,316.58	0.00
912828A7	USA TREASURY 1.5% 15AUG2026	2,180.21	0.00	41,171.88	2,569.06	0.00
912828Z78	USA TREASURY 1.5% 31JAN2027	2,874.42	0.00	30,734.37	1,798.34	0.00
912828YY0	USA TREASURY 1.75% 31DEC2024	(2,222.69)	0.00	27,500.00	2,997.24	0.00
912828Y87	USA TREASURY 1.75% 31JUL2024	(2,199.55)	0.00	22,421.88	2,997.24	0.00
912828U3	USA TREASURY 1.875% 31AUG2024	(220.62)	0.00	11,875.00	1,579.48	0.00
912828XT2	USA TREASURY 2% 31MAY2024	(2,699.67)	0.00	19,218.74	3,406.59	0.00
9128286R6	USA TREASURY 2.25% 30APR2024	(451.39)	0.00	7,773.44	1,926.80	0.00
912828V23	USA TREASURY 2.25% 31DEC2023	(363.20)	0.00	5,429.68	1,926.79	0.00
912828Y61	USA TREASURY 2.75% 31JUL2023	(925.85)	0.00	2,617.19	2,354.97	0.00

DETAIL OF RETURN AND INTEREST RECEIVED

For the period March 1, 2023 - March 31, 2023

Cusip	Description	Accretion (amortization)	Realized gain (loss)	Change in fair value	Interest earned	Interest received
Government Bonds						
9128285P1	USA TREASURY 2.875% 30NOV2023	(3,416.18)	0.00	7,945.31	4,407.28	0.00
9128285D8	USA TREASURY 2.875% 30SEP2023	(1,937.13)	0.00	3,867.18	2,448.49	14,375.00
Total Government Bonds		82,695.93	0.00	1,166,258.58	59,406.97	61,937.50
Grand total		110,684.79	0.00	2,569,686.68	295,985.76	275,143.39

TRANSACTION REPORT

For the period March 1, 2023 - March 31, 2023

Trade date Settle date	Cusip	Transaction	Sec type	Description	Maturity	Par value or shares	Realized gain(loss)	Principal	Interest	Transaction total
03/01/2023 03/06/2023	194162AR4	Bought	Corporate Bonds	COLGATE-PALMOLIVE CO 4.6%	03/01/2028	1,600,000.00	0.00	(1,593,600.00)	(1,022.22)	(1,594,622.22)
03/05/2023 03/05/2023	06051GHF9	Income	Corporate Bonds	BANK OF AMERICA CORP 3.55%	03/05/2024	1,500,000.00	0.00	0.00	26,625.00	26,625.00
03/06/2023 03/06/2023	06051GHF9	Capital Change	Corporate Bonds	BANK OF AMERICA CORP 3.55%	03/05/2024	(1,500,000.00)	0.00	1,500,000.00	0.00	1,500,000.00
03/07/2023 03/07/2023	24422EUX5	Income	Corporate Bonds	JOHN DEERE CAPITAL CORP	03/07/2024	1,450,000.00	0.00	0.00	18,850.00	18,850.00
03/08/2023 03/08/2023	3130AB3H7	Income	Government Agencies	FEDERAL HOME LOAN BANK	03/08/2024	2,000,000.00	0.00	0.00	23,750.00	23,750.00
03/12/2023 03/12/2023	037833DB3	Income	Corporate Bonds	APPLE INC 2.9% 12SEP2027	09/12/2027	1,000,000.00	0.00	0.00	14,500.00	14,500.00
03/12/2023 03/12/2023	3135G0U43	Income	Government Agencies	FANNIE MAE 2.875%	09/12/2023	2,000,000.00	0.00	0.00	28,750.00	28,750.00
03/15/2023 03/15/2023	3133EMTD4	Income	Government Agencies	FEDERAL FARM CREDIT BANK	03/15/2024	2,000,000.00	0.00	0.00	3,700.00	3,700.00
03/15/2023 03/15/2023	91282CCX7	Income	Government Bonds	USA TREASURY 0.375%	09/15/2024	1,700,000.00	0.00	0.00	3,187.50	3,187.50
03/17/2023 03/21/2023	02665WED9	Bought	Corporate Bonds	AMERICAN HONDA FINANCE	01/12/2028	1,000,000.00	0.00	(1,005,620.00)	(9,008.33)	(1,014,628.33)
03/19/2023 03/19/2023	88579YAV3	Income	Corporate Bonds	3M COMPANY 2.25%	09/19/2026	2,000,000.00	0.00	0.00	22,500.00	22,500.00
03/23/2023 03/23/2023	3137EAEX3	Income	Government Agencies	FREDDIE MAC 0.375%	09/23/2025	4,000,000.00	0.00	0.00	7,500.00	7,500.00
03/28/2023 03/28/2023	3133EMBE1	Income	Government Agencies	FEDERAL FARM CREDIT BANK	03/28/2024	2,000,000.00	0.00	0.00	3,000.00	3,000.00
03/30/2023 03/30/2023	3133ENP95	Income	Government Agencies	FEDERAL FARM CREDIT BANK	09/30/2025	3,000,000.00	0.00	0.00	63,750.00	63,750.00
03/31/2023 03/31/2023	9128285D8	Income	Government Bonds	USA TREASURY 2.875%	09/30/2023	1,000,000.00	0.00	0.00	14,375.00	14,375.00
03/31/2023 03/31/2023	912828ZF0	Income	Government Bonds	USA TREASURY 0.5%	03/31/2025	3,000,000.00	0.00	0.00	7,500.00	7,500.00
03/31/2023 03/31/2023	91282CAM3	Income	Government Bonds	USA TREASURY 0.25%	09/30/2025	3,000,000.00	0.00	0.00	3,750.00	3,750.00

TRANSACTION REPORT

For the period March 1, 2023 - March 31, 2023

Trade date Settle date	Cusip	Transaction	Sec type	Description	Maturity	Par value or shares	Realized gain(loss)	Principal	Interest	Transaction total
03/31/2023 03/31/2023	91282CBT7	Income	Government Bonds	USA TREASURY 0.75%	03/31/2026	3,000,000.00	0.00	0.00	11,250.00	11,250.00
03/31/2023 03/31/2023	91282CCZ2	Income	Government Bonds	USA TREASURY 0.875%	09/30/2026	5,000,000.00	0.00	0.00	21,875.00	21,875.00
03/31/2023		Income	Cash and Cash Equivalents	Cash		0.00	0.00	0.00	280.89	280.89

ADDITIONAL INFORMATION

As of March 31, 2023

Past performance is not a guide to future performance. The value of investments and any income from them will fluctuate and is not guaranteed (this may partly be due to exchange rate changes) and investors may not get back the amount invested. Transactions in foreign securities may be executed and settled in local markets. Performance comparisons will be affected by changes in interest rates. Investment returns fluctuate due to changes in market conditions. Investment involves risk, including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. The information contained herein is for your reference only and is being provided in response to your specific request and has been obtained from sources believed to be reliable; however, no representation is made regarding its accuracy or completeness. This document must not be used for the purpose of an offer or solicitation in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or otherwise not permitted. This document should not be duplicated, amended, or forwarded to a third party without consent from Insight. This is a marketing document intended for professional clients only and should not be made available to or relied upon by retail clients.

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Where indicated, performance numbers used in the analysis are gross returns. The performance reflects the reinvestment of all dividends and income. INA charges management fees on all portfolios managed and these fees will reduce the returns on the portfolios. For example, assume that \$30 million is invested in an account with INA, and this account achieves a 5.0% annual return compounded monthly, gross of fees, for a period of five years. At the end of five years that account would have grown to \$38,500,760 before the deduction of management fees. Assuming management fees of 0.25% per year are deducted monthly from the account, the value at the end of the five year period would be \$38,022,447. Actual fees for new accounts are dependent on size and subject to negotiation. INA's investment advisory fees are discussed in Part 2A of its Form ADV.

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In calculating ratings distributions and weighted average portfolio quality, Insight assigns U.S Treasury and U.S agency securities a quality rating based on the methodology used within the respective benchmark index. When Moody's, S&P and Fitch rate a security, Bank of America and Merrill Lynch indexes assign a simple weighted average statistic while Barclays indexes assign the median statistic. Insight assigns all other securities the lower of Moody's and S&P ratings.

Information about the indices shown here is provided to allow for comparison of the performance of the strategy to that of certain well-known and widely recognized indices. There is no representation that such index is an appropriate benchmark for such comparison. You cannot invest directly in an index and the indices represented do not take into account trading commissions and/or other brokerage or custodial costs. The volatility of the indices may be materially different from that of the strategy. In addition, the strategy's holdings may differ substantially from the securities that comprise the indices shown.

The ICE BofA 3 Month US T-Bill index is an unmanaged market index of U.S. Treasury securities maturing in 90 days that assumes reinvestment of all income.

The ICE BofA 6 Month US T-Bill index measures the performance of Treasury bills with time to maturity of less than 6 months.

The ICE BofA 1-Year US Treasury Index is a one-security index comprised of the most recently issued 1-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 1-year note must be auctioned on or before the third business day before the last business day of the month.

The ICE BofA 3-Year US Treasury Index is a one-security index comprised of the most recently issued 3-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 3-year note must be auctioned on or before the third business day before the last business day of the month.

The ICE BofA 5-Year US Treasury Index is a one-security index comprised of the most recently issued 5-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 5-year note must be auctioned on or before the third business day before the last business day of the month.

The ICE BofA 1-3 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than three years.

The ICE BofA 1-5 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than five years.

ADDITIONAL INFORMATION

As of March 31, 2023

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City of Menlo Park									
Insight ESG Ratings as of March 31, 2023									
Cusip/Id	Description	Moody Rating	S&P Rating	Par	Insight ESG Score	Environmental	Social	Governance	
369550BD9	GENERAL DYNAMICS 3.375% 15MAY2023	A3	A-	\$ 943,000	5	3	5	4	
459200HP9	IBM CORP 3.2% 01AUG2023	A3	A-	\$ 1,000,000	2	1	2	3	
742718EB1	PROCTER & GAMBLE CORP 3.1% 15AUG2023	Aa3	AA-	\$ 1,000,000	3	3	4	3	
89236THA6	TOYOTA MOTOR CREDIT 1.35% 25 AUG 2023	A1	A+	\$ 1,000,000	3	1	3	4	
24422EUM9	JOHN DEERE CAPITAL CORP 3.65% 12OCT2023	A2	A	\$ 950,000	4	4	4	4	
14913R2S5	CATERPILLAR FIN. SER. .95% 10JAN2024	A2	A	\$ 1,000,000	4	4	3	4	
89236THU2	TOYOTA MOTOR CREDIT .45% 11JAN2024	A1	A+	\$ 1,800,000	3	1	3	4	
02665WCT6	AMERICAN HONDA FINANCE 3.55% 12JAN2024	A3	A-	\$ 1,000,000	2	1	3	3	
24422EVN6	JOHN DEERE CAPITAL CORP .45% 17JAN2024	A2	A	\$ 800,000	4	4	4	4	
17325FAS7	CITIBANK NA 3.65% 23JAN2024 (CALLABLE 23DEC23)	Aa3	A+	\$ 1,500,000	3	1	3	4	
693475AV7	PNC FINSERVGRUP 3.5% 23JAN2024 (CALLABLE 24DEC2023)	A3	A-	\$ 1,000,000	3	2	4	3	
91159HHV5	US BANK NA CINCINNATI 3.375% 05FEB2024 (CALLABLE 06JAN2024)	A2	A+	\$ 1,000,000	3	3	4	3	
594918BX1	MICROSOFT CORP 2.875% 06FEB2024 (CALLABLE 06DEC23)	Aaa	AAA	\$ 960,000	2	1	2	3	
24422EUX5	JOHN DEERE CAPITAL CORP 2.6% 07MAR2024	A2	A	\$ 1,450,000	4	4	4	4	
459200JY8	IBM CORP 3.0% 15MAY2024	A3	A-	\$ 2,000,000	2	1	2	3	
14913R2L0	CATERPILLAR .45% 17MAY2024	A2	A	\$ 1,600,000	4	4	3	4	
46647PBQ8	JPMORGAN CHASE & CO 1.514% 01JUN2024 (CALLABLE 01JUN23)	A1	A-	\$ 2,000,000	3	1	3	4	
06051GHL6	BANK OF AMERICA NA 3.864% 23JUL2024 (CALLABLE 23JUL2023)	A2	AA-	\$ 1,500,000	3	1	4	4	
693506BQ9	PPG INDUSTRIES INC 2.4% 15AUG2024	A3	BBB+	\$ 2,000,000	2	1	3	3	
89236TGL3	TOYOTA MOTOR CREDIT 2.00% 07OCT2024	A1	A+	\$ 1,000,000	3	1	3	4	
69353REF1	PNC BANK NA 3.3% 30OCT2024 (CALLABLE 30SEP2024)	A2	A	\$ 2,500,000	3	2	4	3	
14913Q3B3	CATERPILLAR 2.15% 8NOV2024	A2	A	\$ 1,000,000	4	4	3	4	
931142DV2	WALMART INC. 2.65% 15DEC2024 (CALLABLE 15OCT2024)	Aa2	AA	\$ 1,500,000	4	1	5	4	
90331HMS9	US BANK NA 2.8% 27JAN2025 (CALLABLE 27DEC2024)	A1	AA-	\$ 1,000,000	3	3	4	3	
437076BM3	HOME DEPOT INC. 3% 01APR2026 (CALLABLE 01JAN2026)	A2	A	\$ 3,000,000	2	2	2	2	
46625HRS1	JPMORGAN CHASE & CO 3.2% 15JUN2026 (CALLABLE 15MAR26)	A1	A-	\$ 1,500,000	3	1	3	4	
911159HHN3	US BANCORP 2.375% 22JUL2026 (CALLABLE 22Jun2026)	A2	A+	\$ 2,000,000	3	3	4	3	
594918BR4	MICROSOFT CORP 2.40% 08AUG2026 (CALLABLE 08MAY26)	Aaa	AAA	\$ 2,000,000	2	1	2	3	
88579YAV3	3M COMPANY 2.25% 19SEO2026 (CALLABLE 19JUN2026)	A1	A+	\$ 2,000,000	3	3	4	3	
713448DN5	PEPSICO INC. 2.375% 06OCT2026 (CALLABLE 06JUL2026)	A1	A+	\$ 1,000,000	2	2	2	2	
437076CA8	HOME DEPOT 2.5% 15APR2027 (CALLABLE 15FEB2027)	A2	A	\$ 1,200,000	2	2	2	2	
037833CR9	APPLE INC. 3.2% 11MAY2027 (CALLABLE 11FEB2027)	Aaa	AA+	\$ 2,121,000	4	1	4	5	
037833DB3	APPLE INC 2.9% 12SERP2027 (CALLABLE 12JUN2027)	Aaa	AA+	\$ 1,000,000	4	1	4	5	
02665WED9	AMERICAN HONDA FINANCE 4.7% 12JAN2028	A3	A-	\$ 1,000,000	2	1	3	3	
194162AR4	COLGATE-PALMOLIVE CO 4.6% 01MAR2028 (CALLABLE 01FEB28)	Aa3	AA-	\$ 1,600,000	2	2	2	3	
				Corporate	\$ 49,924,000	3.00	2.03	3.26	3.46

*ESG ratings are from 1 to 5, with 1 as the highest rating and 5 as the lowest. All ratings are weighted by industry rankings, based on the importance of the category within the individual industry.



STAFF REPORT

City Council

Meeting Date:

5/9/2023

Staff Report Number:

23-117-CC

Consent Calendar:

Adopt a resolution to authorize the city manager to execute a community funding agreement with Habitat for Humanity Greater San Francisco (Habitat) in the amount of \$1.2 million for the preservation of existing housing in Belle Haven through their Homeownership Preservation Program

Recommendation

Staff recommends that the City Council adopt a resolution to authorize the city manager to execute a community funding agreement (Attachment A, Exhibit A) with Habitat for the preservation of existing housing through their Homeownership Preservation Program in the amount of \$1.2 million from the below market rate (BMR) housing fund.

Policy Issues

The City Council retains sole discretion to award available monies from the BMR housing fund collected in accordance with the Menlo Park Municipal Code Chapter 16.96.

Background

On Nov. 18, 2020, a notice of funding availability (NOFA) of approximately \$10 million from the BMR housing fund was released to support the preservation and production of permanent affordable housing. Qualified projects included the preservation of existing affordable housing, and the acquisition of or new construction of permanently affordable rental or ownership housing for very low, low and moderate-income households. This funding is intended to fill the financing gap between the projected total project costs and other available funding sources.

The City received three applications in response to the 2020 NOFA, including Habitat's proposal for their Homeownership Preservation Program. On May 11, 2021, the City Council adopted Resolution No. 6623 (Attachment B) to approve a grant from the BMR housing fund of \$1.2 million to Habitat for this program and to authorize the city manager to execute any and all documents necessary to dispense funds on behalf of the City. At that time, the City Council delegated its authority to the city manager to execute the contract upon its completion. The City's process is now for the City Council to review the agreement, and therefore, the community funding grant agreement is before the City Council for review and approval. The proposed funding amount and components of the Homeownership Preservation Program remain the same and discussed in more detail in Attachment A in the May 11, 2021, staff report (Attachment C), and summarized below.

Homeownership Preservation Program

Repairs for low-income homeowners. To be eligible, homeowners must appear on the title and live in their

homes as their primary residence. The key features of the proposed program are the following:

- Award of \$1.2 million, including administrative costs of \$131,000 and marketing and outreach costs of \$58,950;
- Rehabilitations generally valued at \$40,000-\$75,000, with the maximum loan amount of \$75,000;
- Goal of 20 loans over a three-year term, ending June 30, 2026;
- Serves the Belle Haven neighborhood and targets very low and low-income homeowners at or below 80% of area median income (AMI). The target group expanded from the original proposal to include low-income households to provide the program with greater reach and flexibility;
- Loans are payable over a 30-year term with zero percent interest and payment deferred until the earlier of sale or transfer;
- Repayments are put into a revolving loan fund for future rehabilitation loans by Habitat; and
- Annual reporting by Habitat to the City

Analysis

This proposal strongly aligns with the NOFA priorities including preserving affordable housing and improving neighborhoods, as well as with section 14.3 of the City of Menlo Park BMR guidelines regarding eligible uses of the BMR fund in support of very low, low and moderate-income housing development. Habitat can serve 20 households at a fraction of the cost of building or acquiring new homes and has the ability to complete these projects within three years. Their proposal also conforms closely with the City's Housing Element goal H2 to maintain, protect, and enhance existing housing and neighborhoods.

Authorizing the city manager to execute this agreement with Habitat is recommended as its Homeownership Preservation Program successfully addresses the City's affordable housing needs and priorities and was determined to meet the eligibility requirements of the 2020 NOFA. Doing so will allow Habitat to begin outreach and identify households eligible for this program.

Impact on City Resources

The \$1.2 million is provided from the BMR housing fund to support the preservation of affordable housing in accordance with the requirements of the 2020 NOFA and BMR Guidelines. These funds have already been set aside from the 2020 NOFA and would have no impact on the current 2022 NOFA process. The City's BMR housing fund is a separate special fund with no impact on the City's general fund. All fees are collected from non-housing projects at the time of building permit issuance.

Environmental Review

This project involves the rehabilitation of existing residential structures and thus the funding of the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines §§15301, which exempts the repair of existing private structures involving no or negligible expansion of the existing use, §15302, which exempts the reconstruction of existing structures where the new structure will be on the same site and have substantially the same capacity and use, as well as §§15378 and 15061(b)(3) as the project will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. City Council resolution – Habitat for Humanity Community funding agreement
- B. City Council Resolution No. 6623
- C. Hyperlink: City Council staff report 21-099-CC – Habitat Homeownership Preservation Program - menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2021-meetings/agendas/20210511-city-council-agenda-packet.pdf#page=61

Report prepared by:
Adam Patterson, Management Analyst II

Report reviewed by:
Deanna Chow, Assistant Community Development Director

RESOLUTION NO. XXXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
APPROVING A COMMUNITY FUNDING AGREEMENT TO HABITAT FOR
HUMANITY GREATER SAN FRANCISCO (HABITAT) OF \$1.2 MILLION FOR
PRESERVATION OF EXISTING OWNER-OCCUPIED HOUSING THROUGH
THEIR HOMEOWNERSHIP PRESERVATION PROGRAM**

WHEREAS, the opportunity to preserve existing affordable housing remains a high priority need in Menlo Park; and

WHEREAS, the City of Menlo Park issued a Notice of Funding Availability (NOFA) on November 18, 2020 for approximately \$10 million from the Below Market Rate (BMR) housing fund to support the preservation and production of permanent affordable housing; and

WHEREAS, Habitat will administer a Homeownership Preservation Program to preserve existing affordable housing in the Belle Haven neighborhood of Menlo Park; and

WHEREAS, the City of Menlo Park affirms the City's commitment to producing, preserving and protecting affordable housing units; and

WHEREAS, as defined in 14.3 of the City's Below Market Rate Housing Program Guidelines, the BMR Housing Fund may be used for the rehabilitation of uninhabitable structures for very low, low or moderate income housing; and

WHEREAS, the City of Menlo Park City Council adopted Resolution No. 6623 on May 11, 2021 to approve a \$1.2 million grant to Habitat to serve Belle Haven residents in Menlo Park through their Homeownership Preservation Program; and

WHEREAS, the grant will serve to rehabilitate homes of 20 low income (at or below 80% AMI) owner-occupied households in Menlo Park during a period of three years, and loans are payable over a 30-year term with zero interest and payment is deferred until the earlier of sale or transfer; and

WHEREAS, the repayment of the loans are put into a revolving loan fund for future rehabilitation loans by Habitat to serve Belle Haven residents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby resolves:

- (a) The approval of the community funding agreement and the projects to rehabilitate existing residential structures in the Belle Haven neighborhood are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines §§ 15301, which exempts the repair of existing private structures involving no or negligible expansion of the existing use, 15302, which exempts the reconstruction of existing structures where the new structure will be on the same site and have substantially the same capacity and use, as well as 15378 and 15061(b)(3) as the projects will not result in any direct or indirect physical change in the environment.

(b) The City Manager is authorized to execute the Community Funding Agreement and any and all documents necessary to disperse funds on behalf of the City of Menlo Park.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the ninth day of May, 2023, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this __ day of May, 2023.

Judi A. Herren, City Clerk

Exhibits:

A. Community Funding Agreement – Habitat for Humanity of Greater San Francisco

COMMUNITY FUNDING AGREEMENT

This Community Funding Agreement (“**Agreement**”), is entered into by and among the CITY OF MENLO PARK, a California municipal corporation (“**City**”), and HABITAT FOR HUMANITY GREATER SAN FRANCISCO, Inc., a California non-profit public benefit corporation (“**Habitat**”), effective as of the date of execution by the City (“**Effective Date**”), with reference to the following facts:

RECITALS

A. As set forth in Chapter 16.96 of the City of Menlo Park Municipal Code (“**Code**”), the City conducts a below market rate (“**BMR**”) housing program (“**Program**”) in order to increase the supply of housing available and affordable to households of very low, low and moderate income. In connection with the implementation of the Program, commercial development projects have the option of making a payment to the City’s BMR Housing Fund (“**BMR Housing Fund**”) in-lieu of providing affordable housing units as a means for commercial development projects to mitigate the impact of such development on the demand for affordable housing generated by the commercial development project.

B. As provided in the City of Menlo Park BMR Guidelines (“**BMR Guidelines**”), adopted by the City Council in accordance with Section 16.96.060 of the Code, eligible uses of the BMR Housing Fund include the permanent financing or assistance with other costs associated with the production or preservation of very low, low and moderate income housing.

C. On November 18, 2020, the City released a notice of funding availability (“**NOFA**”) of monies from the BMR Housing Fund to support the preservation or production of permanent affordable housing.

D. In response to the NOFA, Habitat submitted an application, attached hereto as **Exhibit A** (“**Proposal**”), to implement their Homeownership Preservation Project within the Belle Haven neighborhood over a three (3) year period and thereby rehabilitate and preserve up to twenty (20) existing homes owned and occupied by households earning up to 80% of Area Median Income for San Mateo County (“**Project**”).

E. As more particularly set forth in the Proposal, Habitat proposes to undertake the following activities in order to carry out the Project:

1. Habitat will conduct outreach within the Belle Haven neighborhood to identify and engage very low and low income home owners at the greatest risk of displacement or harm due to the condition of their home and solicit the submission of applications from (i) households earning up to 80% of Area Median Income for San Mateo County, (ii) have owned their home for at least ten (10) years, (iii) their home is located within the Belle Haven neighborhood within the

City of Menlo Park, (iv) have current homeowner's insurance, and (v) are not delinquent on any existing mortgage, property tax or assessment obligation ("**Program Eligible Household**").

2. Once Habitat has received an application from a Program Eligible Household, approved the application, and notified the Program Eligible Household in writing of the approval of their application ("**Notice of Application Approval**"), Habitat shall conduct a detailed assessment of the Program Eligible Household's residence ("**Eligible Property**") to determine the scope and budget of the work to be undertaken to rehabilitate the residence ("**Home Repair Assessment**").

3. Upon completion of the Home Repair Assessment, Habitat and the Program Eligible Household shall enter into and execute an agreement setting forth the scope of work to be undertaken and conducted on the Eligible Property by Habitat ("**Repair Agreement**") as well as a loan documents for the rehabilitation loan to be provided by Habitat ("**Program Loan**"), which loan will be secured by a deed of trust recorded against the Eligible Property (the "**Loan Documents**"). The Loan Documents shall provide the maximum amount of the rehabilitation loan, the term of the loan which shall be 30 years, a 0% interest rate with all payments deferred until the earlier of sale or transfer of Eligible Property, if the Eligible Property ceases to be owner-occupied, or upon loan maturity date of 30 years; sale and transfer of the Eligible Property shall exclude transfer to a surviving joint tenant, transfer to a spouse or domestic partner of the owner, transfer to a spouse as part of a divorce decree and transfers by devise or intestate succession to the surviving children of the deceased owner if such surviving children are income eligible). In no event shall a Program Loan be extended to a Program Eligible Household that contains one or more of the same persons included for purposes of determining total household income eligibility as a Program Eligible Household for a Program Loan on a different property.

4. Following execution of a Repair Agreement, Habitat shall complete the preparation of all plans and specifications required for the rehabilitation work set forth in the Repair Agreement, secure all building permits from the City required to undertake the rehabilitation work, and pay all required plan check inspection and building permit fees. Once all building permits are secured, Habitat staff, volunteers and qualified and licensed sub-contractors secured by Habitat will perform and complete the rehabilitation work authorized by the building permits. Habitat shall be responsible to secure all required inspections of the work and final inspection of all work authorized by the building permits by City ("**Final Inspection**").

F. On May 11, 2021, the City Council reviewed and considered the Proposal and adopted Resolution No. 6623 authorizing funding of \$1,200,000 from the BMR Housing Fund to Habitat for implementation of the Project ("**BMR Grant Funding**") subject to the review and approval of the City Attorney and City Manager of the terms and conditions of an agreement governing the BMR Grant Funding.

G. Habitat is relying on the BMR Grant Funding to ensure that funds are available for

the Program Loans necessary for the implementation of the Project.

Therefore, City and Habitat agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The above Recitals are true and correct, and the Recitals and all defined terms and exhibits identified and set forth therein are hereby incorporated into this Agreement.

2. **BMR Grant Funding.** City hereby confirms to Habitat that the City has approved, appropriated and allocated BMR Grant Funding in an amount not to exceed one million two hundred thousand and 00/100 dollars (\$1,200,000.00) from the BMR Housing Fund for use by Habitat to carry out and implement the Project in accordance with its Proposal and the terms of this Agreement, including funding for Habitat's administrative costs in an amount of \$131,000 and outreach and marketing costs of \$58,950. In the event of any conflict between the terms of the Proposal and the terms of this Agreement, the terms of this Agreement shall control. Habitat acknowledges and understands that the BMR Grant Funding from City shall not exceed one million two hundred thousand and 00/100 dollars (\$1,200,000.00). The City shall hold and control the BMR Grant Funding for disbursement in accordance with the terms of this Agreement. Habitat hereby represents and warrants that in exchange for the BMR Grant Funding that it will carry out and implement the Project in accordance with its Proposal and the terms of this Agreement. Habitat shall submit disbursement requests for administrative costs and outreach and marketing on an annual basis based on Habitat's projected budget for the coming year. The City shall disburse BMR Grant Funding based on Habitat's submitted budget within thirty (30) calendar days of requests for such disbursements.

3. **Request for Disbursement of BMR Grant Funding.** In order to obtain a disbursement of a portion of the BMR Grant Funding to fund a Program Loan, Habitat shall submit to the City a request for disbursement of the BMR Grant Funding, in the form attached hereto as **Exhibit B** (“**Notice of Request for Disbursement**”), no less than thirty (30) calendar days prior to the date that the funds for the Program Loan are to be disbursed. The Notice of Request for Disbursement shall identify the names of the members of the Program Eligible Household, property address and assessor parcel number of the Eligible Property, amount of Program Loan, wiring instructions and be accompanied by copies of the fully executed Notice of Application Approval, Home Repair Assessment, Repair Agreement, and copies of the unexecuted promissory note and deed of trust evidencing the Program Loan (“**Loan Documents**”). City shall not disburse any of the BMR Grant Funding unless and until Habitat has delivered to City a Notice of Request for Disbursement and the accompanying Loan Documents, and City has reviewed and approved the Notice of Request for Disbursement and Loan Documents in its reasonable discretion. Habitat shall submit to City a separate Notice of Request for Disbursement and accompanying Loan Documents for each Program Loan it seeks to

fund from the BMR Grant Funding. Following close of a Program Loan, Habitat shall deliver to City a copy of the fully executed promissory note and a conformed copy of the deed of trust recorded against the Eligible Property in the Official Records. Further, following completion of construction of improvements set forth in the Repair Agreement, Habitat shall provide to City evidence of securing the Final Inspection.

4. **Limit on Program Loan Amount.** In no event shall City disburse any of the BMR Grant Funding pursuant to a Notice of Request for Disbursement from Habitat if the Program Loan amount is in excess of seventy-five thousand and 00/100 dollars (\$75,000.00) (“**Loan Maximum**”). The foregoing notwithstanding, the Loan Maximum may be exceeded with the prior written consent and approval from the City (“**Notice of Loan Maximum Variance**”), provided the City’s written consent and approval is secured by Habitat prior to the execution of the Repair Agreement between Habitat and the Program Eligible Household. The Notice of Loan Maximum Variance shall be appended to the Repair Agreement. The foregoing notwithstanding, the Loan Maximum shall not apply to any Program Loan funded by the Revolving Loan Fund provided in Section 6.

5. **Servicing of Program Loans.** Habitat shall engage the services of AmeriNat Community Services (“**AmeriNat**”), or other mortgage servicing company reviewed and approved by City in its reasonable discretion, to service all Program Loans funded by the BMR Grant Funding or Revolving Loan Fund. Habitat shall ensure that AmeriNat, or such mortgage servicing company retained by Habitat, monitors the status of the Program Loans to verify that property taxes and premiums for property insurance are maintained current, processes demands for repayment of Program Loans, re-conveys deeds of trust, manages the beneficial interest of Habitat in the Program Loans in the event of foreclosure of a senior lien or bankruptcy of a Program Eligible Household, maintains accurate and complete records related to all Program Loans, manages delinquencies, and handles other such matters related to the Program Loans.

6. **Revolving Loan Fund.** Habitat is hereby authorized to deposit the payoff of all Program Loans into an interest bearing account of Habitat with an FDIC insured bank, and shall account for the payoff of all Program Loans as a separate fund within Habitat’s accounting records, hereinafter to be referred to as the “**Revolving Loan Fund**”. Any and all funds in the Revolving Loan Fund shall be used subject to the same terms and conditions of the BMR Grant Funding set forth in this Agreement, including but not limited to the provisions set forth in Recital E.1. through E.4., but with the exception of Section 3 and Section 4 of this Agreement.

7. **Changes to Project.** Habitat shall not make any changes in the Proposal that would affect the Project funded pursuant to this Agreement without the prior written consent of City, which consent may be granted or withheld in the sole discretion of the City. The foregoing notwithstanding, in no event shall any BMR Grant Funding or Revolving Loan Funds be used for any purpose that is not directly related to increasing the supply of housing available and affordable to households of very low, low and moderate income as defined under State law. If

there is any substantial change in the Proposal as it relates to the Project, as determined by City in its sole discretion, and which change is not approved by City or if the Project is discontinued by Habitat and not replaced with a substantially similar program (with any replacement program to be approved by City in its sole and absolute discretion), any remaining available BMR Grant Funding provided under this Agreement shall be withdrawn by City, the beneficial interest held under all Program Loans made by Habitat with the use of BMR Grant Funding shall be transferred by and from Habitat to City within sixty (60) days.

8. **Term.** Commencing on the Effective Date through and including June 30, 2026 (the “**Funding Term**”), the City shall make the BMR Grant Funding available to Habitat to carry out and implement the Project in accordance with its Proposal and the terms of this Agreement. Habitat shall use good faith efforts to complete the rehabilitation of the homes of at least twenty (20) Program Eligible Households and fund up to twenty (20) Program Loans during the Funding Term. Habitat hereby acknowledges and understands that City will only fund a Program Loan if the Repair Agreement entered into by and between Habitat and a Program Eligible Household is dated prior to the expiration of the Funding Term. Commencing ninety (90) calendar days prior to the expiration of the Funding Term of this Agreement, provided there is BMR Grant Funding remaining available, Habitat shall report to City no less frequently than once per week regarding the status of any prospective opportunities to rehabilitate the home of a Program Eligible Household in order to coordinate on the orderly close out of the remaining BMR Grant Funding prior to the expiration of the Funding Term.

Notwithstanding the expiration of the Funding Term, the terms, conditions, requirements and obligations under this Agreement, with the exception of Sections 3 and 4, shall remain in full force and effect until all Program Loans initially funded by the BMR Grant Funding have been repaid by the Program Eligible Household and deposited into the Revolving Loan Fund, and all funds in the Revolving Loan Fund have thereafter been committed to a Program Loan in accordance with the terms of this Agreement, and at such time this Agreement shall terminate.

9. **Annual Report.** Habitat shall submit a written narrative report to City within ninety (90) calendar days following the end of each fiscal year (i.e. July 1 through June 30) describing the activities funded with the BMR Grant Funding and Revolving Loan Fund pursuant to this Agreement. Said report shall identify (i) the Eligible Property, loan closing date, loan maturity date and loan amount for each Program Loan, (ii) general description of rehabilitation work performed on each Eligible Property, (iii) information regarding number of bedrooms, bathrooms and total number of rooms within homes rehabilitated, (iv) information regarding household size and number of persons included for purposes of total household income eligibility requirements, (v) demographic information regarding ethnicity and age of persons comprising household, and (vi) such other data as may be required by City from time to time. Further, Habitat shall describe their outreach efforts to identify Program Eligible Households, the number of applications Habitat received and approved, the number of Home Repair Assessments completed, the number of Repair Agreements entered into by Habitat and Program Eligible Households, and the status and expected completion date of ongoing home rehabilitation work undertaken pursuant

to a Repair Agreement.

10. **Annual Financial Statement.** Habitat shall make available to City within ninety (90) calendar days following the end of each fiscal year (i.e. July 1 through June 30) an annual financial statement and analysis setting forth in detail the manner in which, and the specific purposes for which, the BMR Grant Funding or Revolving Loan Fund was expended to the date of such accounting, the outstanding balance of each Program Loan as of the date of such accounting, the available balance of BMR Grant Funding or Revolving Loan Fund as of the date of such accounting, and such other data as the City may require from time to time. Said statement and analysis may be combined with the end of the year narrative report submitted pursuant to Section 9.

11. **Audit; Monitoring.** City may audit the records and accounts of Habitat for the purpose of verifying expenditures by Habitat of BMR Grant Funding and Revolving Loan Funds provided hereunder or verifying statements or analyses made or provided by Habitat hereunder. Habitat shall respond to, and comply with, any audit exception made or taken by City relating to Habitat's performance or failure to perform hereunder.

12. **Compliance with Laws; Prevailing Wages.** Habitat shall carry out, and shall use its best efforts to ensure that its employees, volunteers, contractors and subcontractors carry out, the design and construction of all Project activities funded by the BMR Grant Funding or Revolving Loan Fund in conformity with all applicable State of California Labor Code requirements; the City zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the City of Menlo Park Municipal Code ("**Code**"); all applicable disabled and handicapped access requirements, including the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*; that all contractors or subcontractors hired by Habitat are licensed in the State of California; and that all activities funded hereunder are only performed on property located within and benefit residents of the Belle Haven neighborhood within City's corporate limits.

In the performance of its obligations set forth in this Agreement, Habitat shall have the status of an independent contractor and shall not be deemed to be an employee, agent or officer of City. To the extent State prevailing wage laws apply to the Project, Habitat shall ensure that it complies with prevailing wage requirements in connection with the design and construction of the rehabilitation of the homes of Program Eligible Households (the "**Work**") pursuant to this Agreement, that no less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Work shall be paid to all workers, laborers and mechanics employed in the execution of the Work by Habitat, contractors and subcontractors doing or contracting to do any part of the Work. Copies of such prevailing rate of per diem wages are available at: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

To the extent applicable, Habitat, its contractors and subcontractors, shall comply with all

requirements of the California Labor Code, including but not limited to, Labor Code sections: 1773.2 (regarding posting wage determinations at each job site); section 1776 (regarding the certification, maintenance, and availability for inspection of payroll records); section 1777.5 (regarding employment of apprentices); section 1810 (regarding a legal day's work as 8 hours of labor); and section 1775 (regarding penalties for violations).

Habitat shall defend, with counsel reasonably acceptable to City, indemnify and hold harmless City and Bay Cities Joint Powers Insurance Authority and their respective officials, officers, employees, agents and representatives ("**Indemnitees**") from and against any and all liabilities, obligations, orders, claims, damages, governmental fines or penalties, and actual expenses of defense with respect thereto, including reasonable attorneys' fees and costs ("**Claims**") arising out of Habitat's failure to comply with State of California Labor Code requirements pertaining to the design and construction of the Work. Further, Habitat shall indemnify and hold harmless the Indemnitees with respect to all final judgments or settlements in actions brought by any "contractor" in which City is (i) determined to be an "awarding body" and (ii) damages are awarded, pursuant to Labor Code sections 1726 or 1781. Habitat's defense, indemnity and hold harmless obligations under this section shall survive expiration or termination of this Agreement.

Habitat hereby waives, releases and discharges the Indemnitees from any and all present and future Claims arising out of or in any way connected with Habitat's obligation to comply with all State of California Labor Code requirements pertaining to the design and construction of the Work. This release applies to all potential future claims and Habitat on behalf of itself and its agents, representatives, assigns, heirs, spouses, successors-in-interest, executors, administrators, employees, contractors, subcontractors, material suppliers and vendors ("**Releasors**"), agrees to waive any and all rights pursuant to Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Habitat shall include within each of its contracts, subcontracts, and within any other agreements with Releasors involved in the Work, a release in favor of the Indemnitees substantially identical to this Section 12.

13. **Indemnification.** Habitat hereby agrees to defend, indemnify and save harmless City, its Council, officers, boards, commissions, agents, and employees (collectively, "**Indemnities**") against and from any and all claims, suits or actions of every name, kind and description, which may be brought against Indemnities, or any of them, by reason of any injury to, or death of, any person (including corporations, partnerships and association) or damage suffered or sustained by any such person arising from, or alleged to have arisen from, any act or

omission to act, negligent or otherwise, of Habitat, its officers, agents or employees under this Agreement.

The duty of Habitat to defend, indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Habitat to indemnify Indemnities against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

14. **Insurance.** Habitat agrees that prior to performing any work on or within the residence of a Program Eligible Household pursuant to the terms of a Repair Agreement, Habitat, at its sole cost and expense, shall procure and maintain in effect insurance coverage for general liability, automobile liability, workers compensation, and Builder's Risk against claims which may arise out of or result from rehabilitation work undertaken by Habitat, its agents, employees, volunteers, contractors and sub-contractors. Habitat shall deliver to the Program Eligible Household and City one or more certificates of coverage, with the appropriate endorsements outlined below, prior to commencement of construction of the rehabilitation work outlined in the Repair Agreement. The insurance policies shall be provided by a financially responsible insurance company authorized to write business in the State of California and have, at all times, a Best's rating of "A- VII" (A minus VII) or better by AM Best & Company, and with coverage and policy limits as follows:

(i) The general liability insurance coverage shall have a per occurrence limit of one million and 00/100 dollars (\$1,000,000.00) and an aggregate limit of at least two million and 00/100 dollars (\$2,000,000.00), and shall be endorsed to (a) include the Program Eligible Household and Indemnites as additional covered parties providing all required coverages including coverages for both ongoing and completed operations, (b) stipulate that such coverage is primary and is not excess of, or contributing with, any other insurance carried by, or for the benefit of the Program Eligible Household and Indemnites, (c) apply separately to each insured and additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, (d) waive any and all right of subrogation against the Program Eligible Household and Indemnites, and (e) contain a cross liability/severability endorsement (unless the base policy contains a separation of insureds clause accomplishing the same result);

(ii) The auto liability insurance coverage shall cover all owned, hired and non-owned vehicles brought onto the property of a Program Eligible Household with a per occurrence limit of one million and 00/100 dollars (\$1,000,000.00) and an aggregate limit of not less than two million and 00/100 dollars (\$2,000,000.00), and shall be endorsed to (a) include the Program Eligible Household and Indemnites as additional covered parties, (b) stipulate that such coverage is primary and is not excess of, or contributing with, any other insurance carried by, or for the benefit of the Program Eligible Household and Indemnites, (c) apply separately to each insured, Program Eligible Household and Indemnites against whom claim is made or suit is

brought, except with respect to the limits of the insurer's liability, (d) waive any and all right of subrogation against the Program Eligible Household and Indemnites, and (e) contain a cross liability/severability endorsement (unless the base policy contains a separation of insureds clause accomplishing the same result);

(iii) Worker's Compensation insurance as required by the State of California which shall be endorsed to waive any and all rights of subrogation against the Program Eligible Household and Indemnites; further, any and all subcontractors shall maintain insurance coverage limits in accordance with state statute which shall also be endorsed to waive any and all rights of subrogation against the Program Eligible Household and Indemnites; and

(iv) Builder's Risk property insurance on all buildings, structures, improvements, materials and real property on site, that are intended to be, or have already been incorporated into and forming part of the rehabilitation work. Such coverage shall be in an amount not less than the final cost estimate of the Repair Agreement, plus the value of subsequent contract modifications and the cost of the materials supplied or installed by others, comprising the total value of the rehabilitation work at the property of the Program Eligible Household on a replacement cost basis, with a deductible not to exceed \$25,000.00.

15. **Interest of Public Officials.** No members, officers, or employees or agents of the City of Menlo Park, no member of the City Council and no other public official who exercises any function or responsibility with respect to this Agreement or Habitat's Project during his or her tenure, or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or a related subcontract agreement, or the proceeds thereof. Habitat shall incorporate in all subcontract agreements hereunder a provision prohibiting such interest.

16. **Lobbying Prohibited.** The BMR Grant Funding provided under this Agreement shall not be used by Habitat for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state, or local government.

17. **Religious Activity Prohibited.** There shall be no religious worship, instruction or proselytizing as a part of, or in connection with the performance of this Agreement.

18. **Events of Default.** Failure by either Party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and expiration of the applicable cure period described below, shall constitute a "default" under this Agreement. A Party claiming a default shall give written notice of default to the other Party specifying the default complained of. The other Party shall not be in default if (a) in the case of a monetary default, the defaulting Party cures the default within ten (10) days following receipt of the notice of default, or (b) in the case of a non-monetary default, the defaulting Party fully cures, corrects or remedies the default within thirty (30) days following receipt of such notice of default or, if the non-monetary default cannot be cured within 30 days, the defaulting Party commences

to cure the default within such 30-day period and thereafter diligently and continuously prosecutes such cure to completion.

19. **Non-Binding Mediation.** If the Parties are unable to resolve any dispute arising in connection with this Agreement, the Parties agree to submit such dispute to a mutually acceptable professional mediator and to negotiate in good faith toward reaching a resolution of the dispute prior to taking legal action pursuant to Section 20, below. Each Party shall pay an equal share of the mediator's fees and expenses. Each Party shall be responsible for any other fees or costs such Party incurs in connection with participation in the mediation. The time between a Party's written request for mediation and the mediation itself, not to exceed ninety (90) days, shall toll the running of any applicable period of limitations for filing a claim or action.

20. **Remedies.** If either Party is in default under this Agreement following notice and expiration of applicable cure periods, the non-defaulting Party, following completion of the non-binding mediation conducted in accordance with Section 19 above, shall be entitled to pursue all remedies provided herein or available at law or in equity. Any legal actions under this Agreement shall be instituted in the Superior Court of San Mateo County, State of California. Any failure or delay by either Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such Party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party. Notwithstanding any other provision hereof to the contrary, neither Party shall be entitled to recovery of, and each Party hereby waives are right to pursue, any consequential, special or punitive damages in the event of a default by the other Party.

21. **No Member Liability.** No member, official or employee of either Party shall be personally liable to the other in the event of any default or breach by the defaulting Party or for any amount to which the non-defaulting Party may become due under the terms of this Agreement.

22. **Entire Agreement; Amendment.** This Agreement and the other exhibits, attachments and documents referenced in this Agreement, constitute the entire understanding and agreement of the Parties, and supersede all negotiations or previous agreement between the Parties with respect to all or any part of the subject matter hereof. This Agreement and the other exhibits, attachments and the documents referenced in this Agreement, may be amended only in writing signed by authorized representatives of City and Habitat.

23. **Notice.** Any notice required or authorized under this Agreement shall be effective if, and only if, in writing and if, and only if, mailed, postage prepaid, by registered or certified mail or sent via overnight courier, to the Party in question at the then current primary business of

such Party, or at such other address as that Party may later designate by notice. The current primary business addresses of the Parties are shown below:

Habitat: Habitat for Humanity Greater San Francisco
300 Montgomery Street, Suite 450
San Francisco, California 94104
Attention: Maureen Sedonaen, Chief Executive Officer

with a copy to: Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, California 94612
Attention: Karen Tiedemann

City: City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attention: City Manager

with a copy to: Burke, Williams & Sorensen, LLP
181 Third Street
San Rafael, CA 94901-6587
Attention: Nira F. Doherty, City Attorney

Notices shall be effective three business days after mailing if sent by registered or certified mail or one business day after mailing if sent via overnight courier.

24. **Severability.** Should any provision of any of this Agreement be found invalid by a court or other body of competent jurisdiction, said invalidity or ineffectiveness shall not affect the validity of the remaining provisions of this Agreement which shall remain in force to the maximum extent possible.

25. **Interpretation.** The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by either Party in connection with this Agreement. The captions in this Agreement are for convenience of reference only and shall not be used to interpret such Agreement. The defined terms in this Agreement shall apply equally to both the singular and the plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include” and “including” shall be deemed to be followed by the phrase “without limitation.” The words “approval,” “consent” and “notice” shall be deemed to be preceded by the word “written.”

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

27. **No Conflicts of Interest.** Each Party warrants to the other that no member of the governing body of the City or Habitat and no other official of either Party during his/her tenure and for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or the Agreement, and Habitat shall incorporate, or cause to be incorporated, in all such contracts or subcontracts pertaining to the Project a provision prohibiting such interest pursuant to the purposes of this certification.

28. **Counterparts.** This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

29. **Further Assurances.** From and after the Effective Date of this Agreement, the Parties agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to timely complete the actions contemplated by this Agreement.

30. **Authorized Representatives.** Whenever under the provisions of this Agreement the approval of the City is required, or the City is required to take some action at the request of Habitat, such approval or request shall be given for the City by the City Manager or his or her designee, and Habitat shall be authorized to rely upon such approval or request.

31. **No Assignment.** Habitat may not assign its rights or obligations under this Agreement without the express written consent of the City, which may be granted or denied in its sole discretion.

32. **Authority.** Each Party represents that the signatory has the authority to bind each respective entity, and assents to each and every term contained within this Agreement.

33. **No Third Party Beneficiaries.** It is the intention of the Parties that under no circumstances are any rights created for persons or entities who are not parties to this Agreement and City owes no duty to any persons or entities not parties to this Agreement under a third party beneficiary theory or under any other theory of law.

34. **Attorneys' Fees.** If either Party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover all litigation expenses, including but not limited to court costs, expert witness fees, discovery expenses and reasonable attorneys' fees.

35. **No Joint Venture.** It is expressly understood and agreed that neither Party shall become as a result of this Agreement a partner of the other nor a joint venturer with the other Party in the conduct of such Party's business or otherwise. This Agreement is not intended, and shall not be construed, to create the relationship of principal and agent, partnership, joint venture, or association as between City and Habitat.

36. **Successors and Assigns.** Subject to the restrictions on assignment set forth in Section 31 above, all of the terms, covenants and conditions of this Agreement shall be binding upon City and Habitat and their respective permitted successors and assigns.

(Remainder of page intentionally left blank)

CITY:

CITY OF MENLO PARK,
a California municipal corporation

APPROVED AS TO FORM:

By: _____
Justin Murphy, City Manager

Nira Doherty, City Attorney

Date: _____, 2023
(**Effective Date**)

HABITAT:

HABITAT FOR HUMANITY GREATER SAN FRANCISCO, INC.,
a California non-profit public benefit corporation

By: _____

Name: _____

Its: _____

Date: _____, 2023

EXHIBIT A
PROPOSAL
[Attached]

EXHIBIT B

NOTICE OF REQUEST FOR DISBURSEMENT

TO: City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attention: Community Development Director

FROM: Habitat for Humanity Greater San Francisco

RE: Program Eligible Household: _____
Property Address: _____ Menlo Park,
CA
Assessor Parcel Number: _____
Program Loan Amount: \$ _____

This shall serve as the undersigned's notice of its request to disburse a portion of the BMR Grant Funding as outlined above. It is requested that the loan amount noted above be sent via wire transfer in accordance with the instructions below no later than _____, 202__ (must be at least 10 calendar days from the date of this Notice):

Please wire the funds to:

Accompanying this Notice are the following Loan Documents:

- Notice of Application Approval
- Home Repair Assessment
- Repair Agreement
- Notice of Loan Maximum Variance, if applicable
- Unexecuted Promissory Note

- Unexecuted Mortgage / Deed of Trust

HABITAT FOR HUMANITY GREATER SAN FRANCISCO, INC.,

By: _____
Name: _____
Title: _____
Dated: _____

APPROVED:

CITY OF MENLO PARK

By: _____
Name: _____
Title: _____
Dated: _____

2020 NOTICE OF FUNDING AVAILABILITY APPLICATION

Community Development – Housing Division
701 Laurel St., Menlo Park, CA 9402
tel 650-330-6614

Project applicant			
Organization/Agency: Habitat for Humanity Greater San Francisco (HGSF)			
Primary contact person: Maureen Sedonaen			
Phone: 415-625-1001		Email: msedonaen@habitatgsf.org	
Address: 500 Washington Street, Suite 250		City: San Francisco	State: CA Zip: 94111
<p>1. What is the role of the applicant in the project (check all that apply):</p> <ul style="list-style-type: none"><input type="checkbox"/> Ownership entity<input type="checkbox"/> Managing partner or managing member<input type="checkbox"/> Sponsoring organization<input checked="" type="checkbox"/> Developer<input checked="" type="checkbox"/> Other (describe): HGSF will self-perform all rehabs and serve as the lender.			
<p>2. Applicant legal status:</p> <ul style="list-style-type: none"><input type="checkbox"/> General partnership<input type="checkbox"/> Joint venture<input type="checkbox"/> Limited partnership corporation<input checked="" type="checkbox"/> Nonprofit organization<input type="checkbox"/> Other (please specify):			
<p>3. Organization status:</p> <ul style="list-style-type: none"><input checked="" type="checkbox"/> Currently exists<input type="checkbox"/> To be formed (estimated date):			
<p>4. Name(s) of individuals who are/will be general partner(s) or principal owner(s):</p> <p>This project will be solely completed and overseen by Habitat for Humanity Greater San Francisco.</p> <p>If the applicant is a joint venture, a joint venture agreement is required that clearly describes the roles and responsibilities of each partner, who is the lead partner or if the responsibilities are approximately equally split between the partners.</p>			
Project detail			
Project name: Homeownership Preservation Program			
Project address: Belle Haven Neighborhood		City: Menlo Park	State: CA Zip: 94025
Assessor's parcel number: N/A			

Project type (check all that apply): <input checked="" type="checkbox"/> Families <input checked="" type="checkbox"/> Seniors <input type="checkbox"/> Special needs <input type="checkbox"/> Other (please describe):										
Project activity (check all that apply): <input type="checkbox"/> Acquisition <input checked="" type="checkbox"/> Rehabilitation <input type="checkbox"/> New construction <input checked="" type="checkbox"/> Preservation <input type="checkbox"/> Mixed-income <input type="checkbox"/> Mixed-use <input type="checkbox"/> Other (please specify):										
Land area: Belle Haven					Number of residential buildings: 20 single family homes					
Number of units: 20 single family homes					Residential total floor area: N/A					
Number of stories: N/A					Number of elevators: N/A					
Number of community rooms: N/A					Community room(s) total floor area: N/A					
Commercial/office uses (please specify): N/A										
Commercial total floor area: N/A					Office total floor area: N/A					
Other uses (please specify): N/A										
Total parking spaces: N/A					Parking type(s): N/A					
Residential parking spaces: N/A					Residential parking ratio: N/A					
Guest parking spaces: N/A										
Commercial parking spaces: N/A					Commercial parking ratio: N/A					
Office parking spaces: N/A					Office parking ratio: N/A					
Income categories										
City BMR funds may only fund units serving extremely low, very low or low income households at or below 80 percent of the area median income (AMI). Inclusions of units for homeless households are encouraged.										
Category			Number of single family homes				Percentage of single family homes			
0 to 30 percent AMI – Extremely low										
31 to 50 percent AMI – Very low			20 single family homes				100%			
51 to 80 percent AMI – Low										
81 to 120 percent AMI – Moderate										
Unrestricted										
TOTAL			20				100%			

Unit amenities

Provide a brief list of unit amenities (e.g. air conditioning, laundry in unit, balconies, etc.):

N/A

Project narrative (please use additional sheets of paper as needed)

1. Project description: Provide a brief narrative summary of the proposed project including location, project type (e.g. new versus rehab), target population and any unique project characteristics.

Overview

Through our Homeownership Preservation Program, Habitat for Humanity Greater San Francisco (HGSF) proposes to complete 20 home rehabs for long-time low-income homeowners in Menlo Park’s Belle Haven neighborhood. Our Homeownership Preservation Program puts Belle Haven homeowners at the center of housing preservation and urgently responds to the ever-increasing disparities in Menlo Park. The rehabs, which are valued at \$40,000-\$75,000 per home, will be completed over a three-year period, and targeted towards very low-income homeowners at or below 50% of Area Median Income (AMI). Homeowners will be eligible through Habitat Greater San Francisco for deferred loan, at 0% interest. The loan will be payable over a 30-year term or payable only if the home is sold or transferred. In instances where loans are repaid, all funds will be directly recycled for new rehab loans for other high-need low-income homeowners in the Belle Haven neighborhood. Habitat will self-perform rehabs using Habitat’s own staff construction experts and selected, vetted subcontractors. To identify and engage very low-income homeowners in Belle Haven at greatest risk of displacement or harm due to the conditions of their homes, HGSF will employ an outreach specialist and work closely with public and private agencies and organizations that serve this neighborhood and its residents. Recognizing that many long-term homeowners in this predominantly African American and Latinx neighborhood have a deep distrust of lenders and contractors, our staff will provide a hands-on, respect-based approach to guide homeowners through each and every step in the process in order to ensure trust and confidence in the repair, the schedule, and the loan terms. We will also provide follow-up supports to all homeowners, including estate planning, to ensure that homeowners can remain in their homes, preserve equity, and keep the home in the family over time. Habitat will also engage homeowners in limited sweat equity, giving homeowners opportunities to contribute in a variety of ways, including construction, recruitment of church or family networks as volunteers, or through cooking meals for construction crews.

Application Steps and Loan Origination

Applicants will submit an application in which they provide initial income data, describe repair and rehab needs, and confirm they own a home in the Belle Haven neighborhood. Staff in our in our Homeownership Services Department will work closely with applicants to gather documents to verify income and program eligibility including supporting documentation necessary to determine income requirements and other eligibility requirements. These basic requirements are that they have owned their home for at least 10 years, have current homeowner’s insurance, are up to date on mortgage & property tax payments, & meet total household income eligibility requirements. Once eligibility is determined, applicants will be assessed based on need, urgency, and available funding. Once an application is approved, HGSF’s in-house repair assessor will perform a detailed home assessment to determine the scope and budget for the rehab.

HGSF will offer a 0% interest deferred loan for owner-occupied rehabilitations, payable at sale or transfer of home, when the home ceases to be owner-occupied or at the loan maturity date of 30 years. While a deed restriction is not appropriate for existing homeownership, the loan will be secured by a deed of trust. HGSF’s experience is that existing homeowners are likely to remain indefinitely in their homes as a result of the repair or rehab and that the deferred loan terms with a deed of trust incentivizes permanence. In the event a homeowner does sell the home at some point, *all funds can be recouped for use with another eligible household.*

Loan servicing for this portfolio will be managed by AmeriNat Community Services (AmeriNat), a longtime partner to HGSF and a mortgage servicer with Headquarters in Minnesota. AmeriNat has serviced all HGSF mortgages since 2016. AmeriNat will monitor tax and insurance services, process demands, reconvey deeds of trust, manage the bankruptcy and foreclosure process, maintain records, and manage any delinquency. The resulting payoff will be

made payable to HGSF and deposited into specific Belle Haven Home Rehab reuse account. HGSF's staff accountant is the main point of contact for regular correspondence with AmeriNat.

For approved applicants, HGSF's Homeownership Services Department will secure an agreement with the borrower stating the rules, intentions, the rehabilitation loan estimate and terms, and other appropriate disclosures. Next, HGSF's Construction Department will self-perform the work utilizing paid Habitat staff, volunteers, and qualified sub-contractors as needed. After the work is complete, Habitat will obtain any required inspections and then complete a walk through with the client. At this time, the Homeownership Development Department, which includes our Loan Origination Officer, will work to complete and originate the loan, whose terms are based on the original repair agreement signed by the client.

HGSF's Construction Department will self-perform as the General Contractor utilizing in-house expertise. Our staff are trusted by homeowners to perform the work with care and respect and bring a unique understanding of circumstances and challenges of performing complex work in the homes of low and very low-income homeowners (often elderly). For every job, we will keep detailed records of labor and materials costs, using a unique job code to track materials, purchases, and time by job. At the end of the rehabilitation, we will generate a detailed report that reflects these costs; this cost report will be used by our Homeownership Services team to originate a loan. The loan will be no more than the final cost of labor and materials specific to that job.

When an HGSF loan reaches maturity, or the home is no longer owner-occupied or otherwise transferred or sold, repayments are placed into dedicated Belle Haven Home Rehab account from which they can only be reused for eligible rehabilitations. The payment is recorded as a refundable advance and the funds are used for a loan for a new borrower.

2. **Project design:** Provide a description of the project's architectural and site plan concepts and how these concepts address the opportunities and limitations of the site and location.

This project will target owner-occupied single-family homes of low-income households in Menlo Park's Belle Haven neighborhood. With a range of \$40,000 - \$75,000 per home, rehabilitation focus will be case by case. However, given previous experience, we anticipate that areas for rehabilitation will focus on the external building shell, including the roof, windows, insulation, stairs and decks and electrical and plumbing which allows us to address issues related to mold, rot or critical damage. Rehabs will focus on keeping homeowners healthy, warm, safe, and dry and allowing them to remain in their homes and no longer have the stress and fear of ongoing expensive and very unhealthy deferred maintenance.

3. **Green building features:** Describe the green building features that will be incorporated into the project.

Our proposed program reflects our commitment to using green building practices. Our home assessments consider basic weatherization, heating and the comfort needs of homeowners. Roof repairs not only address water intrusion, but they can also help families take advantage of adding solar energy panels through other community sponsored programs. We will work with all clients -- including but not limited to those who receive roof replacements or repairs -- to refer them to local solar providers like GRID Alternatives that serve low-income populations, another longtime partner of HGSF. After our work a client's home will be better insulated, have less air intrusion, and will often be more comfortable and affordable, all increasingly essential features as our climate warms.

4. On-site amenities: Describe any on-site amenities including any project characteristics that address the special needs of the population you intend to serve.

HGSF is committed to ensuring long term stability for homeowners. A client services specialist will organize specific supports to all homeowners, including estate planning, to ensure that homeowners can remain in their homes, preserve equity, and keep the home in the family over time.

5. Neighborhood off-site amenities: Describe the property location, neighborhood transportation options, and local services and amenities that are within 1/4 mile and 1/2 mile of the site.

The project will target owner-occupied homes of low and very low-income homeowners in the traditionally working class, low – income Menlo Park neighborhood of Belle Haven.

6. Potential development obstacles: Are there any known issues or circumstances that may delay or create challenges for the project? If yes, list issues below including an outline of steps that will be taken and the time needed to resolve these issues.

COVID-related impacts: If the virus persists, and restrictions remain in place into the fall of 2021, our timeline may be impacted. Given our current experience in East Palo Alto, homeowners are very reluctant to proceed with repairs due to concerns about transmission, and may choose not to apply, or may require us to delay interior assessments and interior work.

Unclear title: HGSF policy requires a clean title in order to proceed with improvements. If unclear title cannot be addressed by homeowners in a timely fashion, HGSF will not proceed but will allow the homeowner to reapply when the matter is corrected. While very uncommon, we have encountered situations in which a surviving adult has inherited a home without establishing a trust, and therefore would need to go through probate. In situations like the aforementioned, HGSF would not proceed with this applicant and may request they re-apply after clean title is achieved.

Code violations and unpermitted garage conversions: HGSF works frequently with code enforcement departments across our service area, and on occasion has completed repairs based on referrals from code enforcement employees. Depending on the violation or the presence of an unpermitted garage conversation, HGSF would need to analyze costs associated with bringing the project up to code within budget and scope constraints. HGSF will support the homeowners in the path through this remediation.

Site information (please use additional sheets of paper as needed)

Site control is required. Evidence should also be submitted demonstrating that the entity that has site control is the same entity applying for funds. Please include the site control document with the application.

What type of site control does the applicant currently hold?

The HGSF Home Preservation Program performs critical home repairs for low-income homeowners in San Francisco and San Mateo Counties. To be eligible, homeowners must appear on title and live in their homes as their primary residence. HGSF does not maintain site control over these private residences.

For this reason, we have placed N/A for the site control questions below.

Will site acquisition be a purchase or long-term lease?

N/A

What is the purchase price of the land? For proposed leaseholds, indicate the amount of the annual lease payment and the basis for determining that amount:

N/A

What is the current County-assessed value of the site?

N/A

Who is the current property owner and what is their address and contact information?

N/A

Total square footage of site:

N/A

Existing uses on the site and the approximate square footage of all structures:

N/A

Planned use of on-site existing structures:

- Demolish
- Rehabilitate
- Other (describe):

Provide the square footage, date built and number of stories for each on-site building to be retained as part of this project:

N/A

Provide a brief description of the condition of any buildings to be rehabilitated:

N/A

Describe unique site features (heritage trees, parcel shape, etc.)

N/A

Identify problem site conditions (high noise levels, ingress/egress issues, etc.)

N/A

Floodplain

Is the site in a floodplain? Yes No

HGSF recognizes that some home rehabs in Belle Haven neighborhood may be in a floodplain. Due to the multi-site nature of this program, the floodplain status will be site dependent. We can provide floodplain information for individual homes once identified.

If yes, type of flood plain and number of years:

List any maps referenced:

We will use the FEMA Flood Map Service Center to identify floodplains: <https://msc.fema.gov/portal/home>

Describe adjoining land uses
West: N/A
East: N/A
North: N/A
South: N/A
Zoning
What is the current zoning of the project site? N/A
Is the proposed project consistent with the existing zoning of the site? <input type="checkbox"/> Yes <input type="checkbox"/> No Explain: N/A
Indicate any discretionary review permits required for the project (e.g. planned community permits, design review permits, rezoning, etc.) Most rehabs require routine building department permits for specific activities like re-roofs, electrical or plumbing work. Depending on the specific replacement, there may be a need for planning review for cladding and window replacements in-kind. If a rehab included addressing a previously unpermitted garage conversion, there may be a set of associated permits, along with architectural drawings.
If rezoning is required identify the requested zoning district for the project:
Community priorities (please use additional sheets of paper as needed)
Explain how this project meets the objectives of the project priorities identified in this NOFA and the goals and objectives of the <u>City's Housing Element and General Plan</u> : Our proposal strongly aligns with several of the NOFA's priorities, including preserving affordable housing and improving blighted neighborhoods. With an investment that can serve 20 households at the cost of building or acquiring just two homes and being able to complete these projects within three years, we can certainly spend these funds expeditiously, another important City priority. Moreover, our proposal also conforms closely with the City's existing Housing Element H2 Goal to rehabilitate viable older housing, preserve existing housing stock, and maintain stability of residential neighborhoods. Our plan also aligns with recommendations in the Facebook-commissioned UC Berkeley Center for Community Innovation's January 2020 report titled <i>Investment and Disinvestment as Neighbors: A Study of Baseline Housing Conditions in the Bay Area Peninsula</i> . In this report, authors cited the importance of community stabilization and housing preservation more generally, suggested loan funds as a housing stabilization, and lifted up YPLAN recommendations that highlighted home repair assistance as strategy for community stabilization in Belle Haven, East Palo Alto, and North Fair Oaks (see pg. 66 or L-3.82 in the 8/11/2020 staff report to the Menlo Park City Council)

Project funding (please use additional sheets of paper as needed)	
City funds requested: \$1,200,000	Funds per assisted unit: \$60,000
Total project cost: \$1,310,000	Cost per assisted unit: \$65,500
How will the requested City funding be used? City funding will be used exclusively for direct materials and labor costs, administrative overhead, and permits and fees associated with rehabs. HGSF private philanthropy, in-kind contribution of labor, and corporate sponsorships will cover costs associated with marketing, underwriting and closing.	
Assess the chances of the project securing required funding and steps that will be taken to make the project competitive. HGSF is confident it can secure the additional funding necessary to cover full costs of 20 home rehabs and their associated loans. We have an expert team of fundraisers with specific expertise in individual donor fundraising and hundreds of consistent donors who give generously each year. We've successfully secured corporate sponsorships for specific home repairs in Bayview Hunter's Point and East Palo Alto, and corporations are frequently seeking these kinds of opportunities. Given Belle Haven's proximity to local tech businesses, we are confident we can attract sponsors each year.	
What is the self-scored 9 percent tax credit tiebreaker score for the project if applicable? N/A	
Developer experience (please use additional sheets of paper as needed)	
Applicants may be nonprofit or for-profit affordable housing developers or owners who have affordable housing experience in the nine-county Bay Area (San Mateo, San Francisco, Marin, Sonoma, Napa, Solano, Contra Costa, Alameda and Santa Clara) and a successful track record of at least two years of ownership of at least two affordable, deed-restricted housing projects within the nine-county Bay Area in which 100 percent of the units, are targeted to those at or below 80 percent AMI. Joint venture partnerships are allowed assuming at least one member of the partnership meets the minimum experience requirement. Previous development/ownership experience must include projects that contain at least 10 units.	
Years of experience: HGSF has over 30 years' experience as an affordable housing developer and has been performing critical home repairs for low-income homeowners since 2011.	
Number of projects: 204 rehabs and repairs completed for 185 total homes	
Number of projects in San Mateo County: 97 Repairs of 86 homes	
Average size of projects: All projects are repairs or rehabs of single-family homes. In FY20, the average home repair cost of labor and materials was approximately \$25,000	
Number of units placed in service: 468 individuals benefitted from these home repairs.	
Please describe two projects completed in the last 10 years that are similar to the proposed project and provide photographs of each project:	
Project 1 - name of project: Callier Residence	
Location: Bayview Hunter's Point neighborhood of San Francisco	
Number of units: one, 875 square foot single family home	
Type of development (senior, family, etc.): This is home to a female head of household and her two children, a teen and young adult	
Name of project manager: Dawn Adams	
Number of stories: two	

Unit types (studio, 1 bedroom, etc.): 3-bedroom single family home


Type of construction: single family home

Project amenities: HGSF performed a roof replacement, painted the exterior, repaired interior stairs and several doors, completed electrical work, and removed moldy carpets. An old gas heater was also removed and capped for safety reasons. The total materials and labor cost of the project was \$53,000.

Entitlement date: Repairs began on July 19, 2019.
Occupancy date: Work was completed on October 26th, 2019.
Funding sources: HGSF Private Philanthropy
Project 2 - name of project: White Residence
Location: East Palo Alto
Number of units: one 1100 square foot single family home
Type of development (senior, family, etc.): Home jointly owned by husband-wife couple.
Name of project manager: Dawn Adams
Number of stories: single
Unit types (studio, 1 bedroom, etc.): 3-bedroom single family home
Type of construction: single family home
Project amenities: HGSF replaced the roof and two windows, installed grab bars and insulation in exterior walls, painted the home exterior, and removed debris. The female homeowner grew up in East Palo Alto and her husband grew up in Belle Haven. The total materials and labor cost of the White Project was \$27,750.
Entitlement date: Repairs began on October 21, 2018.
Occupancy date: Work was completed on January 4, 2019.
Funding sources: HGSF Private Philanthropy

Personnel				
List the names of key members of the applicant's development team, their titles, responsibilities, and years of experience in affordable housing.				
Project Staff	Name	Role in proposed project	Years of housing development experience	Years with this developer
Project Manager	Matt Rosen, Chief Program Officer	Oversee Homeownership Preservation program, including strategy, funding, & outreach, and collaborate on budget.	3	1
Director of Real Estate Development	Doug Fowler, Senior Project Manager	Oversee real estate development process including site acquisition, pre-development, funding, and building permits,	13	2
Executive Director	Maureen Sedonaen, CEO	Provide organization-wide leadership, engaging with various stakeholders and ensuring organization fulfills its mission.	4	4
Chief Financial Officer	Jen Wilds	Oversee organization-wide finances and provide counsel on budget.	10	4
Other- VP Construction	Erin Colton	Oversee all repairs work, strategize on program goal, and collaborate on budget.	19	18
Other- Client Services Manager	Jessi Bailey	Responsible for all communication with homeowners, screen applications, schedule home evaluations, consult with all team members to complete repairs.	2	2
Other- General Superintendent	Dawn Adams	Manage all site work, perform pre- and post-home evaluations, establish scope of work, schedule repairs, sign construction contract, supervises foremen/on-site staff, holds primary relationship with homeowner.	21	21

Indicate which of the following development team members have been selected and identify them if different from applicant.	
Developer: Habitat for Humanity Greater San Francisco	Architect(s): N/A
Engineer(s): N/A	General contractor: Habitat for Humanity Greater San Francisco
Attorney(s) and/or tax professionals Karen Tiedemann, Goldfarb & Lipman, LLP	
Property management agent N/A	
Financial and other consultant(s) N/A	
Investor(s): N/A	
List all other participants and affiliates (people, businesses, and organizations) proposing to participate in the project.	
Name	Address
GRID Alternatives	https://gridalternatives.org/ 1171 Ocean Avenue, Suite 200, Oakland, CA
Acterra, Action for a Healthy Planet	https://www.acterra.org/ 3921 East Bayshore Road, Suite 208, Palo Alto, CA
Project WeHOPE	https://www.wehope.org/ 1854 Bay Road, East Palo Alto, CA
Describe how the property will be managed including the number of staff, locations and management office hours. Because this is a repair of a private home, HGSF will have no management responsibilities.	
If the project will be managed by an agency other than the project applicant describe the project applicant's role in the ongoing management of the project and resolution of management issues. Because this is a repair of a private home, HGSF will have no management responsibilities.	

Applicant certification	
I certify that the information submitted in this application and all supporting materials is true, accurate and complete to the best of my knowledge. I acknowledge that if facts and or information herein are found to be misrepresented it shall constitute grounds for disqualification of my proposal. I further certify that the following statements are true except if I have indicated otherwise on this certification:	
<input checked="" type="checkbox"/> I have not sold any of the projects listed on the 10 Year Projects list	
<input checked="" type="checkbox"/> No mortgage on a project listed by me has ever been in default	
<input checked="" type="checkbox"/> Government, or foreclosed, nor has mortgage relief by the mortgagee been given	
<input checked="" type="checkbox"/> I have not experienced defaults or noncompliance under any contract or regulatory agreement nor issued IRS Form 8823 on any Low-Income Housing Tax Credit (LIHTC) project on the 10 Year Projects list	
<input checked="" type="checkbox"/> To the best of my knowledge there are no unresolved findings raised as a result of Agencies' audits, management reviews or other investigations concerning me or my projects for the past 10 years	
<input checked="" type="checkbox"/> I have not been suspended, been barred or otherwise restricted by any state agency from participating in the LIHTC program or other affordable housing programs	
<input checked="" type="checkbox"/> I have not failed to use state funds or LIHTC allocated to me in any state	
I have checked each deletion, if any, and have attached a true and accurate signed statement, if applicable; to explain the facts and circumstances that I think help to qualify me as a responsible principal for participation in this NOFA.	
Applicant name(s): Habitat for Humanity Greater San Francisco	
Signature: 	Date: 01/22/2021
Print name and title: Maureen Sedonaen, CEO	
This application and all supporting material are regarded as public records under the California Public Records Act.	

Applicant supporting material
In addition to submitting a complete application, the following additional supporting material must be provided with the application:
1. Cover letter: Provide a brief summary of the proposed project and discuss your agency’s qualifications and why your proposal should be selected for funding.
2. Community outreach plan: Include the plan for conducting community outreach to neighbors of the proposed development and interested community groups. The outreach plan should describe how the developer intends to build support for the project and address community concerns. The outreach plan should also discuss any anticipated community concerns and how they would be handled.
3. Site control documents: <u>Site control is required. Please include the site control document as well as documentation demonstrating that the entity that has site control is the same entity applying for funds.</u>
4. Development schedule: Include a detailed project schedule identifying all major milestones. The schedule must include major milestones for the development approval process such as purchase of the property, community outreach process, financing, applications, approvals, closings, project construction and lease up. Projects with schedules projecting completion within three years will be given priority.
5. Experience (owner/developer and property manager): Please provide resumes for the owner/developer and property manager. The resume should include a list of affordable housing projects owned/developed and managed. Please include the following: name of project, address, number of units, target population, project PIS date and years under ownership/management.
6. Experience and references (staff): Provide resumes and project experience for all key staff working on the project including but not limited to: principals, project manager, project staff and financial officer. Indicate the level of experience of the project manager with projects similar to the proposal. Provide at least three references from City or County staff involved with projects completed in the last six years.
7. Financial proforma: Please provide detailed financial information for the proposed project including permanent and construction fund sources, detailed permanent development budget, unit affordability mix/rent schedule, operating budget and 30-year cash flow. If the project will use tax credits, please provide the tax credit calculations.
8. Photos: Attach recent clearly labeled photos of the project site and surrounding area.
9. Board of directors: Provide a listing of the board of directors including the city of residence.

RESOLUTION NO. 6623

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
APPROVING A GRANT TO HABITAT FOR HUMANITY GREATER SAN
FRANCISCO (HABITAT) OF \$1.2 MILLION FOR PRESERVATION OF
EXISTING OWNER OCCUPIED HOUSING THROUGH THEIR
HOMEOWNERSHIP PRESERVATION PROGRAM**

WHEREAS, the opportunity to preserve existing affordable housing remains a high priority need in Menlo Park: and

WHEREAS, Habitat will administer a Homeownership Preservation Program to preserve existing affordable housing in the Belle Haven neighborhood of Menlo Park; and

WHEREAS, the City of Menlo Park affirms the City's commitment to producing, preserving and protecting below market rate (BMR) housing units

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby resolves:

(a) To approve a funding commitment for the Habitat Homeownership Preservation Program for the rehabilitation of 20 low income, owner occupied homes in Menlo Park through a conditional grant of \$1,200,000; and

(b) All grant proceeds shall be funded from the City's BMR Fund with the grant agreement documents subject to review and approval of the City Attorney and City Manager; and

(c) The City Manager is authorized to execute any and all documents necessary to disperse funds on behalf of the City of Menlo Park.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the eleventh day of May, 2021, by the following votes:

AYES: Combs, Mueller, Nash, Taylor, Wolosin


NOES: None

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this eleventh day of May, 2021.

DocuSigned by:


39280A20D0BE491...
Judi A. Herren, City Clerk



STAFF REPORT

City Council

Meeting Date:

5/9/2023

Staff Report Number:

23-115-CC

Regular Business:

Provide direction on the five-year capital improvement plan

Recommendation

Staff recommends the City Council provide the following direction for developing the proposed five-year (2023-2028) capital improvement plan (CIP):

- Confirm or modify criteria used to identify and prioritize projects
- Review how project priorities are ranked with the tier system
- Provide feedback on the new project requests

Policy Issues

The City Council has an annual goal-setting process, which provides insight on the use of city resources and prioritization of services and projects. On March 18, the City Council provided direction on its goals and priorities. On April 25, the City Council approved the fiscal year 2023-24 budget principles. Staff is working to incorporate this direction into the CIP, and projects will be selected based on available funding. The City Council typically adopts the CIP as part of the budget adoption process annually in June.

Background

On March 14, staff transmitted an informational update on the five-year CIP and provided a copy of the adopted 2022-2027 CIP (Attachment A). The status of each funded project was transmitted with that update.

Over the last three years, the capital program was constrained by available funding and staff resources to complete projects. In 2020-21, the overall program budget was reduced by over 30% in response to anticipated revenue shortfalls in light of the pandemic. In 2021-22, program funding levels were restored to typical levels, but deferred maintenance and new project needs have continued to outpace available funds and resources. The public works department has also experienced attrition through retirements and employees leaving the organization. This has reduced the staffing levels needed to complete projects. In 2022-23, the CIP team experienced a 30% vacancy rate; nonetheless, 10 projects were completed with 11 more in construction or beginning construction imminently:

- Bayfront Canal and Atherton Channel flood protection project
- Chilco streetscape and sidewalk installation
- El Camino Real median trees improvements
- Facilities Inventory and Maintenance Plan
- Park pathways repair – Sharon Park
- Park pathways repair – Middle and Nealon Park frontage improvements
- Pierce Road sidewalk and San Mateo Drive bike route

- Sharon Road sidewalk installation
- Traffic signal modifications – Laurel Street/Ravenswood Avenue signal
- Water main replacement project – Haven Avenue

In addition, progress on many projects in the early phases of delivery (such as planning and design) has been made. A detailed table is provided in Attachment B that includes:

- Project name
- Current status
- Project description
- Priority (Tier 1, 2 or 3)
- City Council district(s)
- Budget
- Funding source(s)

The proposed CIP includes 80 projects, of which eight are new for fiscal year 2023-24. More information about the new funding requests is provided below in the Analysis section and on Attachment B.

Analysis

Staff is requesting the City Council provide direction on the following three items to inform the process for selecting and prioritizing projects for next fiscal year:

- Confirm or modify criteria used to identify and prioritize projects
- Review how project priorities are ranked with the tier system
- Provide feedback on the new project requests

The CIP is funded through a variety of sources. Typically, the City makes an annual transfer of general fund revenue to the capital improvement program of approximately \$3 million (adjusted for inflation annually), which is then distributed to new project requests identified each year. In prior fiscal years, surplus revenues at the end of the year were used to pre-fund CIP projects for the following year. The Chrysler Pump Station is an example of a project that was primarily funded in this way. Grants from county, regional, state, and federal agencies and other dedicated funding sources such as the water fund, transportation impact fee fund, stormwater fund, and solid waste fund have also provided resources for specific types of eligible projects. All of these funding sources have more identified needs than the City has available resources to complete work in any given fiscal year.

Generally, staff utilizes specialized or grant funding sources available for capital needs before programming general capital funds, as general capital funds are the least restrictive source. For example, if recreation in-lieu funds can be utilized for a parks capital project, staff typically programs these funds before general capital funds, which can then be utilized for any other capital needs that year. For ease of reference, a list of grant application submitted for capital projects and status updates on the results of funding award, if known, as of May 1 is provided in Attachment C.

Project prioritization strategy and criteria

In the past five years, the City has invested in the development of long-term infrastructure planning efforts, including:

- Bedwell Bayfront Park master plan
- Information technology master plan
- Water system master plan

- Parks and recreation facilities master plan
- Transportation master plan
- Climate action plan
- Green stormwater infrastructure plan
- Stormwater master plan (finalizing development)
- Zero waste (trash and recycling) plan

These planning efforts have laid the groundwork to identify and prioritize key infrastructure needs in each topic area. The CIP, over time, then takes the recommendations from each plan and programs them for further planning, public engagement, design and construction. This has allowed for a more strategic approach to identifying capital needs, while still allowing the flexibility to respond to other projects or issues as they arise. A tiered ranking system is also added to each project. Tier 1 is reserved for the highest priority projects. Tier 2 is reserved for moderate priority projects. Tier 3 is reserved for lower priority projects. Staff would like to confirm if the tier designation is representative of City Council's goals and if it adequately represents community overall priority levels. The proposed Tier for each project is listed on Attachment B.

At the March 18, City Council goal-setting meeting, the following priorities were established:

- Housing
- Emergency preparedness
- Climate action
- Economic development
- Safe streets

Even with the master planning efforts substantially completed and the identification of the 2023 City Council goals, projects must be further scoped and prioritized annually according to available funds and resources to successfully deliver the projects. Evaluation criteria that has been applied to prioritize projects in past years include:

- Regulatory compliance
- Public health and safety/risk exposure
- Protection of infrastructure
- Impacts on operating budgets and ongoing maintenance needs
- Capacity to deliver/impacts to other projects
- Ability to reduce greenhouse gas emissions and support the City's 2030 climate action plan
- Community/commission support
- Relationship to adopted plans (for example, climate action plan)
- Cost/benefit
- Availability of financing

The criterion related to greenhouse gas emission reduction and supporting the 2030 climate action plan was added in fiscal year 2022-23 at the City Council's direction. Given the City Council's identified priorities for the coming year, staff has maintained this criterion for the 2023-24 proposal. Staff is seeking the City Council confirmation, or to further modify these prioritization criteria.

New funding requests

As shown in Attachment C, the proposed CIP has 80 projects, of which 26 would receive additional funding as proposed and eight are new for fiscal year 2023-24. In total, approximately \$13 million in new funding is requested for the upcoming year from all funding sources, of which approximately \$5 million is from the

general capital fund and the balance from other sources. Approximately \$85 million is proposed to be carried over from projects previously funded and in progress. Table 1 below summarizes the proposed new funding requests by topic area, rounded to the nearest \$10,000 and Attachment C shows the detailed breakdown by project.

Table 1: Summary of capital project requests by category

Category	New funds requested	Percent of total	General capital funds requested	Percent general capital funds
City buildings and systems	\$1,010,000	8%	\$1,010,000	20%
Environment	\$1,470,000	11%	\$1,370,000	27%
Parks and recreation	\$1,950,000	15%	\$1,950,000	39%
Stormwater	\$320,000	2%	\$320,000	6%
Streets and sidewalks	\$2,700,000	20%	\$350,000	7%
Traffic and transportation	\$4,600,000	35%	\$0	0%
Water	\$1,210,000	9%	\$0	0%
Total	\$13,200,000		\$5,000,000	

Staff is seeking City Council confirmation about the proposed new project requests. Staff will incorporate City Council feedback in the CIP before releasing the draft budget documents in June.

Other considerations

In addition to those summarized in Table 1 and shown in Attachment B, staff is continuing to track three other resource needs for upcoming projects that are continuing to evolve. As identified in the March 14 request for funding for Menlo Park Community Campus (MPCC), staff anticipates returning to the City Council for an appropriation for the additional costs related to the renewable energy microgrid and electrical equipment with an additional cost of up to \$1.7 million, as well as a recommended contingency budget to complete the City-requested enhancements for the project. Staff is continuing to work with Meta and the construction team to identify the remaining items requiring additional contingency and will incorporate that request into the CIP before adoption for City Council consideration. At this time, based on the City’s budget of \$18.025 million for the project, contingency of 10-20 percent would equal \$1.8-3.6 million. Potential funding sources for the renewable energy microgrid and contingency could include the remaining Measure T bond proceeds for parks and recreation facilities, community amenities funds, Bayfront mitigation funds and recreation in-lieu fee funds.

The two remaining requests are related to damage from the storms in early 2023. Staff is in the process of completing an assessment of the San Francisquito Creek banks for erosion, and is aware of two areas for which we are evaluating. The first is the pedestrian/bicycle trail under Junipero Serra Boulevard at Sand Hill Road/Alpine Road adjacent to the Stanford Golf Course. This area is experiencing settlement that has impacted the safety of the trail, resulting in its temporary closure. Secondly, in coordination with Caltrain and the City of Palo Alto, erosion to the San Francisquito Creek banks at the Alma Street railroad and pedestrian/bicycle bridges has occurred. Caltrain is leading these emergency repairs and is coordinating with both cities to address the area around both bridges. The cost of the repairs around the pedestrian/bicycle bridge will be shared between the Cities of Palo Alto and Menlo Park, in accordance with the maintenance agreement for the bridge. Staff is working with Caltrain and Palo Alto and will provide future updates to the City Council. As these project needs are further refined, they may result in changes to

the funding and priorities in the CIP.

Impact on City Resources

The CIP is adopted annually through the budget adoption process. Direction from the City Council will be used to refine the 2023-28 proposed CIP before adoption in June.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it has no potential for resulting in any direct or indirect physical change in the environment. Individual projects within the capital improvement program would continue to be evaluated individually under CEQA as the projects proceed.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Hyperlink – 2022-27 CIP: stories.opengov.com/menlopark/published/08Ka1iMS8
- B. Project table including project status and descriptions
- C. Grant funding summary and results of funding awards

Report prepared by:

Tanisha Werner, Assistant Public Works Director – Engineering

Report reviewed by:

Nikki Nagaya, Deputy City Manager

Parks and Recreation												
Name	Status	Priority	Description	District	Funding Source 1	Funding Source 2	Request 23-24	Carryover	Total for 23-24	Planned 24-28 Requests		
20	CPP001 Aquatic Center Maintenance (Annual)	Ongoing	Tier 2	This ongoing project consists of the implementation of minor improvements under \$100,000 intended to extend the useful life of systems, infrastructure and equipment at the Burgess and Belle Haven pools. This program does not provide for the replacement or significant renovation of the City's pools.	1, 3	General Capital			\$1,216,871	\$1,216,871	\$2,000,000	
21	CPP002 Bedwell Bayfront Park Collection and Leachate System Repair	Construction	Tier 1	This project improves existing gas collection and leachate systems serving the former landfill at Bedwell Bayfront Park and includes several phases. Replacing gas extraction wells and installing a new leachate pumping system to comply with best management practices are included to increase methane capture and reduce greenhouse gas emissions.	1	Bayfront Park Landfill			\$3,707,212	\$3,707,212		
22	CPP003 Bedwell Bayfront Park Entrance Improvements	On Hold	Tier 2	This project consists of the implementation of capital improvements recommended in the 2017 Bedwell Bayfront Park Master Plan. The improvements are necessary to improve services to the high number of park users and to address aging infrastructure and incorporate sea level rise protection. The project is on hold due to staff vacancies and coordination on sea level rise protection options.	1	General Capital	Grant		\$582,470	\$582,470	\$700,000	
23	CPP004 Civic Center Campus Improvements	Future Year	N/A	This project involves the design and construction of improvements to the Civic Center Campus such as additional outdoor seating, parking lot modifications, sidewalk modification, gatehouse landscaping, minor landscaping and irrigation in the Library parking lot.	3	General Capital					\$300,000	
24	CPP005 Park Improvements (Minor) ³	Ongoing	Tier 2	This ongoing project consists of the implementation of minor improvements under \$100,000 intended to extend the useful life of systems, infrastructure and equipment in the City's parks. This program does not provide for the replacement or significant renovation of the City's park facilities.	All	General Capital		\$200,000	\$426,946	\$626,946	\$1,000,000	
25	CPP006 Park Pathways Repair	Construction	Tier 3	The project replaces damaged pathways at Sharon (completed 2021), Nealon (completed 2022), and Stanford Hills Parks for safety and accessibility requirements. Future year repairs will be prioritized following completion of these first three high-priority repairs.	All	General Capital			\$486,573	\$486,573	\$2,500,000	
26	CPP007 Park Playground Equipment	Design	Tier 1	This project addresses playground improvements prioritized in a 2015 comprehensive Playground Safety Inspection Report, beginning with Nealon Park (completed in 2019-20), Burgess Park and Willow Oaks Park. Willow Oaks park and Burgess park playground are scheduled for construction in summer 2023. In addition to meeting updated California Safety Standards, the new playgrounds may incorporate theme-based educational and interactive components as the budget allows. In 2023-24, the funds would allow for the design of a new play structure at the Belle Haven Child Development Center.	2, 3	General Capital	Rec In Lieu	\$50,000	\$1,303,745	\$1,353,745		
27	CPP009 Sports Field Renovations	Ongoing	Tier 2	The project includes turf replacement, drain cleaning and field leveling of the sport fields managed by the City. Payments to the Menlo Park City School District for renovations of the Hillview School field in accordance with the City and Districts joint use agreement and maintenance obligations are in progress for work completed in FY 2022-23. Kelly Field turf replacement is budgeted separately. In summer 2024, the field at La Entrada will be renovated according to the cost sharing agreement between the City and the Las Lomas School District. In future years, this project also allows for the accumulation of funds in order to replace fields more often under the herbicide-free parks program.	All	General Capital		\$100,000	\$364,939	\$464,939	\$1,500,000	
28	CPP010 Tennis Court Maintenance	Ongoing	Tier 2	This program is ongoing and focuses on the implementation of adequate maintenance practices to extend the useful life of the City's fifteen tennis courts. The program follows a maintenance schedule that includes the full reconstruction of every court every twelve years. Interim maintenance work includes crack repair and court resurfacing.	All	General Capital			\$392,541	\$392,541	\$600,000	
29	CPP011 Willow Oaks Park Improvements	Design	Tier 2	This project involves the renovation of Willow Oaks Park as approved by the City Council in May 2022, including design and construction of a restroom facility and improvements to the dog park to address community needs. Construction would be coordinated with other improvements planned at Willow Oaks Park, including playground replacement to meet safety requirements and the addition of a bicycle pathway connection to Elm Street.	2	Rec In Lieu	Meas T bonds		\$3,817,375	\$3,817,375		
30	CPP020 Kelly Park Turf and Track Replacement	Design	Tier 2	This project replaces the turf field and track at Kelly Park, which is at the end of its useful life. Work is planned to coincide with Menlo Park Community Campus construction and facility opening in 2024.	1	General Capital		\$1,600,000	\$467,594	\$2,067,594		
							Subtotal	\$1,950,000	\$12,766,266	\$14,716,266	\$8,600,000	

Stormwater											
Name	Status	Priority	Description	District	Funding Source 1	Funding Source 2	Request 23-24	Carryover	Total for 23-24	Planned 24-28 Requests	
31	CPR002 Chrysler Pump Station	Construction	Tier 1	This project involves the design and construction of a new Chrysler Stormwater Pump Station. The existing facility was originally built in 1958 and has reached the end of its useful life. The improved facility will provide flood protection to sections of the Bayfront area, which include the Menlo Gateway buildings and a part of the Meta (formerly Facebook) Campus site. The City has been awarded a grant from the Federal Emergency Management Agency (FEMA) which would reimburse the City for \$5M towards the general capital fund. Construction began in Spring 2023 and will continue through 2025. The new funds requested in 2023-24 cover a portion of the anticipated construction contingency identified when the City Council awarded a contract in February 2023. The balance of the contingency is planned for 2024-25.	1	General Capital	Grant	\$315,298	\$12,944,519	\$13,259,817	\$595,702
32	CPR003 San Francisquito Creek Upstream of 101 Flood Protection	Design	Tier 3	The second of two projects, the effort being led by the San Francisquito Creek Joint Powers Authority focuses on improvements to creek sections located upstream of U.S. Highway 101 to protect communities in the City and the cities of Palo Alto and East Palo Alto from an event similar to the flood of 1998. The project proposes to widen the creek in a number of sections and the replacement of the Pope Chaucer Bridge.	1, 2	General Capital			\$92,275	\$92,275	\$3,400,000
33	STR001 Stormwater Master Plan	Study/Plan	Tier 3	The Stormwater Master Plan evaluates the condition of the City's Stormwater system and identifies the capital improvements necessary to address surface water collection, operations, maintenance, treatment and storage requirements. The plan includes a hydraulic evaluation of the City's storm drain network, infrastructure assessment, identifies water quality requirements, recommends planning level costs for the improvements and integrates the City's Green Infrastructure policies. The planning period for the master plan will be 25 years.	All	General Capital			\$55,547	\$55,547	
34	CPR008 SAFER Bay Implementation	Ongoing	Tier 1	This project would provide funds to support the staff time needed to continue to implement a portion of the SAFER Bay project within Menlo Park. The City, SFCJPA, PG&E and Meta collaborated on an application to the Building Resilient Infrastructure and Communities (BRIC) program, which was submitted to the California Office of Emergency Services (Cal OES) and FEMA in 2020-21. On July 2, 2021, the City received confirmation that FEMA had selected the Menlo Park SAFER Bay project for further review. Since July 2021, the City has received multiple requests for additional project information and clarifications, to which the City has provided responses in collaboration with project partners.	1	General Capital	Grant		\$250,000	\$250,000	
35	STR003 Storm System Funding Study	Not Started	Tier 3	The Storm System Funding Study will make recommendations to pay for capital improvements identified in the Stormwater Master Plan to address surface water collection, operations, maintenance, treatment and storage requirements. It will evaluate future revenues and expenditures and identify an approach to fund improvements. It will also consider new regulations introduced in the updated regional stormwater permit order, which expand stormwater regulatory requirements and will have additional costs on city operations.	All	General Capital			\$110,000	\$110,000	
36	CPR004 Willow Place Bridge Abutment Repairs	Future Year	N/A	This project repairs damage to the bridge abutment from the December 2012 storm event. Preliminary study of repairs was completed with design and construction as next steps. An evaluation of the San Francisquito Creek banks is underway, and this work will be refined as needed based on the results of that evaluation.	3	General Capital					\$250,000
							Subtotal	\$315,298	\$13,452,341	\$13,767,639	\$4,245,702

Streets and Sidewalks												
Name	Status	Priority	Description	District	Funding Source 1	Funding Source 2	Request 23-24	Carryover	Total for 23-24	Planned 24-28 Requests		
37	CPS002 Downtown Parking Lot Study	New	TBD	The project begins to implement project H.4.G (Prioritize Affordable Housing on City-owned Parking Lots Downtown), which promotes housing development on underutilized City-owned parking lots in downtown. As part of the first phase, the project would conduct a feasibility study to assess which parking lots are most suitable for residential development.	3, 4	General Capital		\$100,000	\$0	\$100,000		
38	CPS003 Utility Undergrounding	On Hold	Tier 3	An undergrounding district provides framework to place overhead electrical and communication lines underground, which is consistent with the policy direction provided in the El Camino Real/Downtown Specific Plan and would be necessary for a potential future parking lot development downtown. Three utility undergrounding districts were adopted by the City in February 2020: downtown, Middlefield Avenue and Alma Street near Burgess Drive. This project would provide additional funds for the prioritization of these districts and to allow design work to progress. The construction phase of this project would be funded by Rule 20A funds.	All	General Capital	Rule 20A funds		\$661,556	\$661,556	\$5,000,000	
39	CPS004 Downtown Streetscape Improvement	Ongoing	Tier 3	This project plans and implements street furniture, landscaping, and streetscape improvements in the downtown area per the El Camino Real/Downtown Specific Plan. Since 2020-21, these funds are supporting the temporary street cafes and closure of parts of Santa Cruz Avenue between El Camino Real and University Drive to vehicle traffic.	3	General Capital	Downtown Public Amenity		\$456,082	\$456,082		
40	CPS006 Plaza 7 Renovations	Not Started	Tier 3	This project provides needed improvements at Parking Plaza 7 including asphalt pavement rehabilitation, storm drainage, lighting and landscaping.	4	Downtown Parking Permits			\$2,200,000	\$2,200,000		
41	CPS007 Plaza 8 Renovations	Not Started	Tier 3	This project provides needed improvements at Parking Plaza 8 including asphalt pavement rehabilitation, storm drainage, lighting and landscaping.	4	Downtown Parking Permits			\$200,000	\$200,000	\$2,000,000	
42	CPS008 Pierce Road Sidewalk and San Mateo Drive Bike Route Installation	Closeout	Tier 2	This project constructed a number of bicycle and pedestrian enhancements in the City, including sidewalk gap construction on Pierce Road between Ringwood Avenue and Carlton Avenue and Del Norte Avenue to Alpine Avenue; bicycle route improvements on San Mateo Drive including crossing enhancements at Middle Avenue, crossing enhancements at Middle Avenue/Blake Street; and sidewalk construction at Coleman Avenue and Santa Monica Avenue. This project is partially funded by a grant from the San Mateo County Transportation Authority Measure A Pedestrian and Bicycle program and is substantively complete.	1, 2	TIF	Grant		\$504,676	\$504,676		
43	CPS009 Ravenswood Avenue (El Camino Real to Laurel Street) Street Resurfacing	Construction	Tier 2	This project proposes to resurface Ravenswood Avenue (El Camino Real to Laurel Street). This project enhances the City's roadway network and improves safety including a pilot bicycle lane installation between the railroad tracks and Noel Drive. The project will use rubberized asphalt concrete in lieu of traditional hot mix asphalt.	3	Highway Users Tax			\$1,096,377	\$1,096,377		
44	CPS011 Sidewalk Repair Program ³	Ongoing	Tier 2	This ongoing project consists of the removal of hazardous sidewalk offsets and the replacement of sidewalk sections that have been damaged by city tree roots in order to eliminate trip hazards. This project utilizes funds from the Landscaping Assessment District to partially fund the work completed each year.	All	Sidewalk Assessment	General Capital	\$600,000	\$561,725	\$1,161,725	\$1,750,000	
45	CPS013 Streetlight Conversion	Construction	Tier 3	Three neighborhoods in Menlo Park have streetlights on high voltage series circuits, which are unreliable, prone to damage and cause frequent, widespread outages. This project would replace these circuits with updated electrical equipment to improve reliability of streetlights. The construction of first phase, in Suburban Park and Flood Triangle neighborhoods, is substantially complete. In FY 2023-24, this project would include a trial of solar powered streetlights that would inform decisions about the design of the future phases of the project (West Menlo and Linfield Oaks).	All	General Capital			\$325,442	\$325,442	\$2,000,000	
46	CPS014 Street Resurfacing Project	Bid/Award	Tier 1	This ongoing project includes the selection and detailed design of streets to be resurfaced throughout the City during the fiscal year and utilizes a Pavement Management System to assess the condition of existing streets and assist in the selection process. This project enhances the City's roadway network and improves safety, and incorporates multi-modal transportation infrastructure in accordance with the City's transportation plans as streets are identified for resurfacing. This cost estimate does not account for application of any specialized paving treatments to reduce roadway noise.	All	Const. Impact Fee	Highway Users Tax	\$2,000,000	\$6,828,319	\$8,828,319	\$6,200,000	
47	CPS016 Middlefield Rd Resurfacing	Construction	Tier 3	This project would resurface the portions of Middlefield Road (Woodland to Ravenswood) that were not recently resurfaced by Cal Water as part of a water main replacement project. The project will include permanent striping for the portions of Middlefield Road that will received striping in paint for the ongoing pilot lane reconfiguration. It will also include evaluation of upgrades to the Middlefield/Willow and Middlefield/Woodland intersections. The project will include robust outreach on the pilot and the remaining sections of Middlefield Road including workshops, pop up events, and a public survey.	2	Const. Impact Fee			\$150,000	\$150,000	\$4,050,000	
48	CPS023 Welcome to Menlo Park Monument Signs	Future Year	N/A	The project involves the design of "Welcome to Menlo Park" signs at approximately five key locations entering Menlo Park to further the City's brand as a desirable place to live, work and play. The proposed locations would include Sand Hill Road, Marsh Road, Willow Road, and both north and south ends of El Camino Real. The monument signs will meet the City's branding standards and comply with applicable Caltrans permitting requirements.	All	General Capital					\$180,000	
49	CPS025 Sand Hill Tunnel Rehabilitation	Pre-Design	Tier 2	This project would rehabilitate the tunnel under Sand Hill Road near Sand Hill Circle to conduct repairs and ensure its structural integrity.	5	General Capital			\$490,000	\$490,000		
							Subtotal	\$2,700,000	\$13,474,176	\$16,174,176	\$21,180,000	

Traffic and Transportation												
Name	Status	Priority	Description	District	Funding Source 1	Funding Source 2	Request 23-24	Carryover	Total for 23-24	Planned 24-28 Requests		
50	CPT003 El Camino Real Crossing Improvements	Design	Tier 3	This project is designing and implementing improvements for east-west pedestrian and bicycle connections as identified in the El Camino Real Corridor Study. The project will implement improvements at Ravenswood Avenue. Improvements are under study or design at Roble Avenue, Santa Cruz Avenue, Oak Grove Avenue, and Encinal Avenue.	3, 4	TIF	Grant	\$200,000	\$190,957	\$390,957	\$1,000,000	
51	CPT004 Haven Avenue Streetscape Improvements	Bid/Award	Tier 1	This project provides new bicycle and pedestrian facilities on Haven Avenue, connecting Menlo Park, San Mateo County and Redwood City residents and employees. It provides a direct connection to the San Francisco Bay Trail, functioning as an interim gap closure of the Bay Trail between Bedwell-Bayfront Park and Seaport Avenue, better serving commute and recreational needs. This project is partially funded by grants from Caltrans and the state of California.	1	TIF	Grant		\$2,340,885	\$2,340,885		
52	CPT005 Middle Avenue Caltrain Crossing Study Design and Construction	Design	Tier 1	This project would provide a grade-separated crossing under the Caltrain railway to create a pedestrian/ bicycle connection near Middle Avenue, between Alma Street near Burgess Park and El Camino Real at the plaza being developed as part of the Middle Plaza at 500 El Camino Real development. The project has completed preliminary design and environmental clearance and is working on securing the needed right of way. Coordination with Caltrain on the project is ongoing as it moves forward into final design.	3	TIF	Grant		\$5,696,290	\$5,696,290	\$9,000,000	
53	CPT006 Middlefield Road and Linfield Drive, Santa Monica Ave. Crosswalk Improvement	Not Started	Tier 3	This project would evaluate and complete engineering design for crossing improvements at the Middlefield Road/Linfield Drive and Santa Monica Avenue intersections to improve bicycle and pedestrian safety at this location. This project effort would include coordination with Menlo Park Fire Protection District for emergency access considerations to Station 1 adjacent to the intersection. This project will be coordinated with Middlefield Road Resurfacing.	3	Measure A			\$80,000	\$80,000	\$880,000	
54	STT001 Caltrain Grade Separation	Pre-Design	Tier 2	In 2023, City Council reaffirmed the selection of a hybrid grade separation of Caltrain (combined lowered road and raised rail) for Ravenswood, Oak Grove, and Glenwood Avenues. The project would start the environmental review and preliminary (30%) design work to advance the preferred concept.	3	TIF	Grant	\$2,000,000	\$264,999	\$2,264,999	\$10,000,000	
55	CPT007 Traffic Signal Modifications	Ongoing	Tier 3	This annual project provides funds to upgrade City traffic signals. Funds would be used to replace equipment nearing the end of its useful life, enhance signal phasing and timing, and upgrade existing signals to current standards. The funds provided will generally allow a complete upgrade of a single intersection or upgrades to components of approximately three signals per year. Projects will be prioritized for implementation through the Transportation Master Plan.	All	TIF		\$175,000	\$967,804	\$1,142,804	\$1,750,000	
56	CPT008 Transit Improvements	Construction	Tier 2	The purpose of this project is to support development of transit options and improvements in Menlo Park. Improvements to bus stop amenities (benches, new signs, schedules and markings to guide shuttle users) will be installed through this project. This project also includes the City's match for the Shuttle Evaluation Study, for which the City was awarded a Caltrans Sustainable Planning Grant. The study will provide a comprehensive evaluation of the City's shuttle system.	All	TIF	Grant		\$186,735	\$186,735		
57	CPT009 Transportation Projects (Minor)	Ongoing	Tier 2	This annual project supports small transportation projects such as minor crosswalk enhancements, bicycle lane gap closures, traffic signal modifications and sign/ striping installations and restores routine maintenance levels for more timely response to resident complaints. Projects will be prioritized for implementation through the Transportation Master Plan. Funding will help address issues identified through initiation of the safe routes to school program.	All	TIF	Measure A	\$75,000	\$1,039,014	\$1,114,014	\$875,000	
58	STT003 Willow Road Transportation Study	Study/Plan	Tier 3	This project supports ongoing coordination with Caltrans to evaluate and design safety improvements to Willow Road. This includes developing plans for enhanced crosswalks and bicycle lanes as part of a recent maintenance resurfacing of Willow Road and pursuing opportunities to fund additional pedestrian and bicycle safety enhancements of Willow Road.	1	TIF			\$85,255	\$85,255		
59	CPT010 Willow/101 Interchange Improvements	Design	Tier 3	Construction of the Willow Road/U.S. 101 interchange was completed in mid-2019. As a follow up to the interchange reconstruction, this funding would support the planning and design of landscaping to be installed in the project area. The landscaping design would be closely coordinated with Caltrans, who owns and has responsibility to maintain the majority of the project area; San Mateo County Transportation Authority (funding partner for the interchange construction); and East Palo Alto, since a portion of the interchange located within the boundaries of East Palo Alto.	1, 2	Grant	Measure A	\$400,000	\$172,247	\$572,247	\$2,600,000	
60	CPT011 Willow Oaks Bike Connector	Design	Tier 2	This project upgrades the existing pedestrian pathway in Willow Oaks Park to accommodate both bicycles and pedestrians. It will also extend the pathway from Willow Road to Gilbert Avenue and widen the path to ten feet where feasible. Other improvements include adjustments to back flow preventers and storm drainage improvements near Pope Street to reduce water ponding.	2	TIF			\$500,000	\$500,000		
61	CPT022 Willow Rd and Newbridge St Pedestrian and Bicycle Improvements	Not Started	Tier 3	This project would design and implement pedestrian and bicycle improvements on Willow Road between Bayfront Expressway and US 101, including a new pedestrian crossing at O'Brien Drive and Class IV separated bikeways on both sides of the street. This project would follow Caltrans recent work to repave Willow Road and make near-term improvements, including installation of buffered bike lanes and high visibility crosswalks.	1	TIF	Grant		\$400,000	\$400,000	\$5,600,000	
62	CPT029 Caltrain Quiet Zone Evaluation	Pre-Design	Tier 1	This project would advance final design to implement grade crossing improvements needed to establish a quiet zone in Menlo Park. The carryover funds represent the balance remaining from the contribution from Springline through the project's development agreement.	3, 4	Downtown Public Amenity		\$550,000	\$298,748	\$848,748	\$6,000,000	

63	CPT030 Belle Haven Traffic Calming Plan Implementation	Bid/Award	Tier 1	This project would fund ongoing staff time to support completion of the Belle Haven Traffic Calming Plan implementation efforts. This project is required as an environmental mitigation measure for the Facebook Campus Expansion project. The project is in final design, with construction anticipated in summer 2023.	1	Measure W			\$50,000	\$50,000		
64	CPT031 Middle Avenue Complete Streets Study	Pre-Design	Tier 1	This project is implementing the City Council adopted plan to implement traffic calming and bicycle lanes along Middle Avenue, building on recommendations from the Transportation Master Plan. The bicycle lanes will be implemented initially as a pilot in Summer 2023, with final design of raised crosswalks, speed feedback signs, and other elements to follow. The pilot will include community engagement during the pilot. Between El Camino Real and University Drive, Stanford University will implement the bicycle lanes as an environmental mitigation measure (TRA-2.1) for the Middle Plaza (500 El Camino Real) project.	4, 5	TIF	Grant	\$1,200,000	\$200,000	\$1,400,000		
65	STT005 Coleman-Ringwood Avenues Transportation Study	Study/Plan	Tier 2	This study is being led by San Mateo County with partnership by the City of Menlo Park. The study area is Coleman Avenue from Willow Road to Ringwood Avenue and Ringwood Avenue from Bay Road to Middlefield Road. The study will develop preferred conceptual designs for Ringwood and Coleman Avenues through a robust community engagement process, including gathering and analyzing data, developing and applying evaluation criteria, and identifying improvements to active transportation, safety and mobility.	3	Measure W			\$183,490	\$183,490		
66	STT012 Local Road Safety Plan	Study/Plan	TBD	This project is developing an action plan to implement the City's Vision Zero policy by identifying and prioritizing strategies to improve transportation safety across the City, considering collision data and systemic safety challenges. The project also makes the City eligible for several regional, state, and federal grants.	All	Transportation			\$180,513	\$180,513		
								Subtotal	\$4,600,000	\$12,836,937	\$17,436,937	\$37,705,000

Water System												
Name	Status	Priority	Description	District	Funding Source 1	Funding Source 2	Request 23-24	Carryover	Total for 23-24	Planned 24-28 Requests		
67	CPW001 Automated Meter Reading	Construction	Tier 3	This project will install smart meters that will automatically provide hourly water usage data. It will help detect water leaks, reduce water loss, and improve customer service.	All	Water Fund	Grant	\$734,823	\$3,425,550	\$4,160,373		
68	CPW002 CalWater Alma Interconnection	Not Started	Tier 3	This project identified in the Water System Master Plan Capital Improvements will install a metered interconnect between the Menlo Park Water System and Calwater system at Alma St. The project will also replace the water main back to the SFPUC connection near 500 El Camino Real as part of the Middle Avenue Caltrain crossing improvements.	3	Water Fund			\$140,000	\$140,000		
69	CPW003 Emergency Water Storage/Supply	Ongoing	Tier 1	The Corporation Yard Well will help meet Menlo Park Municipal Water's goal to provide a total of 3,000 gpm as an alternative water supply for the lower pressure zone. This well will be able to provide up to 1,500 gpm of alternative water supply. Construction is complete, and final permitting by the State Water Resources Control Board is pending. Budget is combined with well #2 siting. Sites for a second well are currently under evaluation, which will help meet Menlo Park Municipal Water's goal to provide a total of 3,000 gpm as an alternative water supply for the lower zone.	3	Water Fund			\$3,299,806	\$3,299,806	\$3,060,000	
70	CPW004 Fire Flow Capacity Improvements	Design	Tier 1	This project involves the planning, design and implementation of water infrastructure improvements recommended in the Water System Master Plan to address fire flow capacity deficiencies identified throughout the Menlo Park Municipal Water service area.	All	Water Fund			\$1,692,727	\$1,692,727	\$1,779,100	
71	CPW005 Lower Zone 12" Check Valve Hill SFPUC	Not Started	Tier 3	The High Pressure Zone is served directly from the SFPUC Hill Turnout. Replacing the existing normally closed valves with check valves would interconnect the Lower Zone and High Pressure Zone if the Hill turnout is out of service. Under normal conditions, the check valve would prevent unregulated high pressure water from flowing into the Lower Zone. Check valves will be installed at the intersections of Del Norte and Terminal Avenue and Del Norte and Market Place.	1	Water Fund			\$211,000	\$211,000	\$0	
72	CPW006 Lower Zone 10" Check Valve Burgess	Not Started	Tier 3	SRI is served directly from the SFPUC Burgess turnout without pressure regulation. Replacing the existing normally closed valve with a check valve would interconnect Lower Zone to SRI if the SFPUC Burgess turnout is out of service. Under normal conditions, the check valve would prevent unregulated high pressure water from flowing into the Lower Zone. The check valve would be installed near the existing normally closed valve between the 10-inch bypass and the Burgess PRV station.	3	Water Fund			\$106,000	\$106,000	\$0	
73	CPW007 Palo Alto Pope Chaucer Interconnection	Future Year	N/A	This project identified in the Water System Master Plan Capital Improvements will install a metered interconnect between the Menlo Park Water System and City of Palo Alto Water system at the Pope-Chaucer bridge, set to be reconstructed as part of the San Francisquito Creek flood improvements project.	2	Water Fund					\$344,300	
74	CPW008 Reservoirs No. 1 and No. 2 Mixers	On Hold	Tier 2	This project funds the purchase and installation of solarpowered mixers for Reservoir #1 and Reservoir #2 to improve water quality.	5	Water Fund			\$79,548	\$79,548		
75	CPW009 Reservoir No. 2 Roof Replacement	On Hold	Tier 2	The project involves the replacement of the roof on Reservoir 2, which is deteriorating and at the end of its life expectancy. The replacement would ensure continued public health protection and system reliability.	5	Water Fund			\$3,485,148	\$3,485,148	\$1,941,823	
76	CPW010 Water Main Replacement Project (Annual)	Ongoing	Tier 1	This project is ongoing and focuses on the design and replacement of the City's aging water supply system to ensure continued public health protection and system reliability. Using a condition assessment based on pipe age, material, size and hazards, sections of the water system that are most vulnerable to failure are selected for replacement.	All	Water Fund			\$2,594,863	\$2,594,863	\$6,985,000	
77	CPW013 Booster Pump Stations	Future Year	N/A	This project will design one or two booster pump stations, in conjunction with a water storage reservoir, to provide sufficient operational, emergency, and fire flow storage needs for the lower and high pressure zones as identified in the Water System Master Plan.	All	Water Fund					\$153,000	
78	CPW014 Automated Blowoffs at Dead End Locations	New	N/A	In the Upper Zone, there are some dead-end locations that have water ages exceeding five days. These locations are also likely to have lower chlorine residuals due to the relatively small demands. This project will install automated blow offs in order to flush these areas and help maintain adequate chlorine residuals.	5	Water Fund		\$153,000		\$153,000	\$86,800	
79	CPW015 New Water Storage Reservoir	Future Year	N/A	This project will design and construct a water storage reservoir, in conjunction with design and construction of booster pump station(s) to provide sufficient operational, emergency, and fire flow storage needs for the lower and high pressure zones as identified in the Water System Master Plan.	1, 2, 3	Water Fund					\$29,266,000	
80	CPW016 Sharon Heights Pump Station VFDs	New	Tier 1	This project will equip Sharon Heights Pump Station with variable frequency drives (VFD) to improve pressure management in the Upper Zone during outage of the Sand Hill Reservoirs. Currently, MPMW has constant speed pumps, and in the event of an outage, these pumps would need to turn on and off as many times as needed in order to maintain pressure in the distribution system. Equipping pumps with VFDs would allow for the continuous operation of pumps at lower speeds, helping to keep the operating point closer to the best efficiency point, and also avoid over-pressurizing the distribution system.	5	Water Fund		\$320,000		\$320,000		
								Subtotal	\$1,207,823	\$15,034,642	\$16,242,465	\$43,616,023
1 There are more MPCC funding sources than fit in the table above, so the top two by amount are noted. Other sources are recreation in lieu fees, water, and grants and donations.							Total		\$13,252,810	\$84,922,419	\$98,175,229	\$124,226,725
2 The Burgess Campus Microgrid & Electrification project is repurposing \$225,000 in funding that was programmed in 2022-23 to electrify the Burgess Pool heating equipment. The 2023-24 proposal expands the scope, adding \$11,000 to explore electrification options at the entire Burgess Campus.												
3 Carryover balances account for actual expenditures as of March 2023. Both Parks (minor) and the Sidewalk Repair Program have significant expenditures between March and June of each year. Therefore, the actual funding available in FY2023-24 is anticipated to be lower than currently shown.												



MEMORANDUM

Date: 5/9/2023
To: City Manager
From: Assistant Public Works Director - Engineering
Re: Grant funding summary and results of funding awards

Grant funding summary and results of awards		
Project name		Amount and source
Pending applications		
SAFER Bay implementation	FEMA Building Resilient Infrastructure and Communities	\$50 million
City shuttle program	Measure A&W Shuttle Program	\$1,197,000
Water main replacements, reservoir roof replacement, and Automated Meter Infrastructure	State Department of Water Resources Urban Community Drought Relief Grant Program	\$9,468,000
Awarded		
Middle Avenue Caltrain crossing – design/construction	SMCTA Pedestrian and Bicycle Program ¹ One Bay Area Grant Representative Eshoo, Member Designated Project	\$1,300,000 \$5,000,000 \$4,000,000
Shuttle evaluation study	Sustainable Planning Grant	\$156,000
Bedwell Bayfront Park Master Plan implementation (entrance improvements)	Priority Conservation Area grant	\$520,000
Chrysler Pump Station	FEMA Hazard Mitigation Program	\$5,000,000
Middle complete streets project	Measure A&W – Pedestrian and Bicycle Program	\$1,200,000
Pierce Road sidewalk and San Mateo Drive bike route installation	SMCTA Pedestrian and Bicycle Program	\$805,600
El Camino Real – Ravenswood pedestrian crossing	Alternative Congestion Relief and Transportation Demand Management Program	\$200,000
Haven Avenue streetscape improvements	SMCTA Pedestrian and Bicycle Program	\$170,000

	Caltrans cooperative agreement	\$300,000
Willow Road/US 101 interchange landscaping – basic design	SMCTA Highway Program	\$2,800,000
Automated meter reading	Department of Water Resources	\$500,000
1 Funds from SMCTA were awarded contingent on securing funds from the active transportation program, which were not awarded.		



CAPITAL IMPROVEMENT PLAN

May 9, 2023



AGENDA

- CIP overview
- Key projects
- New project requests
- Next steps
- Time for questions



CIP OVERVIEW

- 80 funded projects
- 7 categories
 - Buildings & Systems
 - Environment
 - Parks & Recreation
 - Stormwater
 - Streets & Sidewalks
 - Traffic & Transportation
 - Water system

- Programmatic categories: Parks (minor), Sports field renovations, Traffic signal modifications, etc.





FUNDING THE CIP

- General fund: annual transfer of approximately \$3M
- Other sources:
 - Grants
 - Dedicated sources: water, transportation impact, stormwater, solid waste
 - Development agreement community benefits (e.g. downtown amenities fund)
- Prior fiscal years' surplus revenues at the end of the year used to pre-fund CIP projects for the following year:
 - Chrysler Pump Station



PRIORITIZING THE CIP

- Process to prioritize
 - Council goals
 - Tier designations
 - Master plan project/priority designations





CAPITAL IMPROVEMENT PROGRAM

- 80 total projects
 - 26 projects with \$13M in additional funding proposed
 - \$5M in general capital funding (\$3M annual transfer and \$2M use of carryover and fund balance)
 - 8 new projects
- Unfunded needs
 - Alpine Rd trail under Junipero Serra Boulevard
 - San Francisquito Creek embankment at Alma Street





KEY PROJECT UPDATES

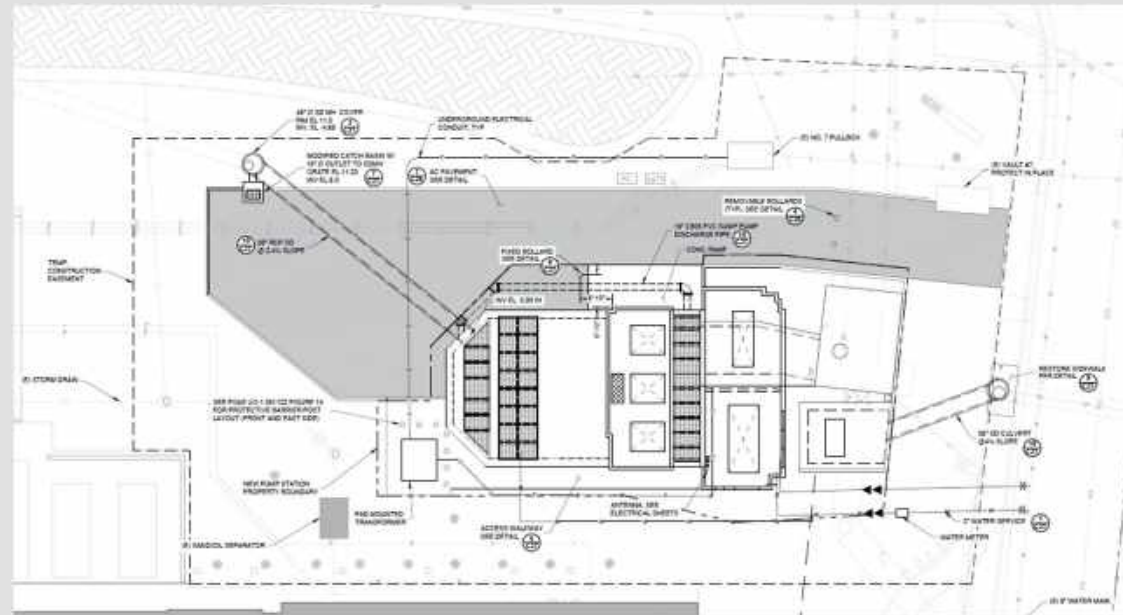
- Street resurfacing project
- Chrysler storm water pump station
- Willow Oaks/Burgess parks





KEY PROJECT UPDATE: CHRYSLER PUMP STATION

- 450 working days
- New storm water pump station facility





PROJECT UPDATE WILLOW OAKS PARK/BURGESS PARK



Willow Oaks Park



Burgess Park



KEY HIGHLIGHTS FOR NEW PROJECTS: ELECTRIC VEHICLE CHARGERS

- Immediate need for EV chargers at City facilities
- Need to support 2030 CAP goal of electrifying the fleet
- \$973,189 new funding





KEY HIGHLIGHTS FOR NEW PROJECTS: BUILDING EXTERIOR IMPROVEMENTS

- Roof replacements to ready facility for solar
- Future funds can be used for building painting and window, door, and siding replacement
- \$700,000 new funding





CALTRAIN QUIET ZONE

- Design of grade crossing improvements
 - Encinal
 - Glenwood
 - Oak Grove
 - Ravenswood
- \$550,000 new funding
- \$300,000 carryover funding
- Downtown amenity fund





NEXT STEPS

- May 9: Council Direction
- Staff to prepare draft 2023-2028 CIP
- June 1: Budget workshop
- June 5: Planning Commission for conformance with the general plan
- June: City Council public hearing and adoption of 23-24 budget and 5-year CIP



DIRECTION REQUESTED

- Confirm or modify criteria used to identify and prioritize projects
- Is the tier designation representative of Council's goals?
- Does the tier designation adequately represent priority levels for the community?
- Provide feedback on the new project requests



THANK YOU



QUESTIONS?



STAFF REPORT

City Council

Meeting Date:

5/9/2023

Staff Report Number:

23-116-CC

Informational Item:

City Council agenda topics: May 23 – June 13

Recommendation

The purpose of this informational item is to provide the City Council and members of the public access to the anticipated agenda items that will be presented to the City Council. The mayor and city manager set the City Council agenda so there is no action required of the City Council as a result of this informational item.

Policy Issues

In accordance with the City Council procedures manual, the mayor and city manager set the agenda for City Council meetings.

Analysis

In an effort to provide greater access to the City Council's future agenda items, staff has compiled a listing of anticipated agenda items, Attachment A, through June 13. The topics are arranged by department to help identify the work group most impacted by the agenda item.

Specific dates are not provided in the attachment due to a number of factors that influence the City Council agenda preparation process. In their agenda management, the mayor and city manager strive to compile an agenda that is most responsive to the City Council's adopted priorities and work plan while also balancing the business needs of the organization. Certain agenda items, such as appeals or State mandated reporting, must be scheduled by a certain date to ensure compliance. In addition, the meeting agendas are managed to allow the greatest opportunity for public input while also allowing the meeting to conclude around 11 p.m. Every effort is made to avoid scheduling two matters that may be contentious to allow the City Council sufficient time to fully discuss the matter before the City Council.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. City Council agenda topics: May 23 – June 13

Report prepared by:

Judi A. Herren, Assistant to the City Manager/City Clerk

Tentative City Council Agenda

#	Title	Department	Item type	City Council action
1	Fiscal Year 2023-24 Budget Workshop-June 1	ASD	Regular	Direction to staff
2	Award financial auditing services contract	ASD	Consent	Contract award or amend
3	Award investment advisor professional services agreement	ASD	Consent	Contract award or amend
4	Fiscal Year 23-24 Budget Public Hearing	ASD	Public Hearing	Direction to staff
5	100 Terminal City Council call-up of Planning Commission decision	CDD	Public Hearing	Direction to staff
6	961 El Camino Real City Council call-up of Planning Commission decision	CDD	Public Hearing	Direction to staff
7	Consider the Planning Commission's recommendation to amend the planned development permit at 700-800 El Camino Real	CDD	Public Hearing	Approve, Adopt resolution
8	Authorize amendment to professional services agreement for Optony, USA for MPCC project management and technical assistance	CMO	Consent	Contract award or amend
9	Authorize the Mayor to sign a letter on behalf of the City Council to SM County re: Flood School Flood Park	CMO	Consent	Approve
10	Consider applicants and make appointments to fill vacancies on FAC	CMO	Advisory Body Vacancies and Appoin	Decide
11	First read and intro administrative citation ordinance	CMO	Regular	First read/intro ordinance
12	Advisory Body training and recognition event-May 16	CMO	Presentation	No action
13	Presentation: San Mateo County Mosquito and Vector Control District annual update	CMO	Presentation	No action
14	Proclamation: Gun Violence Awareness Day (June 2)	CMO	Proclamation	No action
15	Proclamation: Recognizing June 2022 as Pride Month	CMO	Proclamation	No action
16	Proclamation: Recognizing Juneteenth Day	CMO	Proclamation	No action
17	Transmittal of city attorney billing (Apr 2023)	CMO	Informational	No action
18	Update City Council policy CC-23-004 to include EQC roles and responsibilities and FAC "commission" and term	CMO	Consent	Adopt resolution
19	Update on Climate Action Plan Activities	CMO	Informational	No action
20	First read/intro zero emission landscaping equipment (ZELE) and approve an electric landscaping equipment rebate program ordinance	CMO	Regular	First read/intro ordinance
21	Second read/adopt zero emission landscaping equipment (ZELE) and approve an electric landscaping equipment rebate program ordinance	CMO	Public Hearing	Second read/adopt ordinance
22	Aquatics operator agreement	LCS	Regular	Contract award or amend
23	Authorize Chefables agreement - BHCDC	LCS	Consent	Approve
24	Menlo Park Community Campus - Preliminary staffing, operations, and programming plan considerations	LCS	Informational	No action
25	Menlo Park Youth Poetry Voices	LCS	Presentation	No action
26	Police Department AB 481 Annual Review and Ordinance Renewal	PD	Regular	Receive and file, Adopt resolution
27	Police department quarterly update – Q1 January 2023 - March 2023	PD	Informational	Receive and file
28	Resolution approving eligible projects from Senate Bill 1 funds (The Road Repair and Accountability Act of 2017)	PW	Consent	Adopt resolution

Tentative City Council Agenda

<i>#</i>	<i>Title</i>	<i>Department</i>	<i>Item type</i>	<i>City Council action</i>
29	Adopt a resolution of preliminary approval of the engineer's report - Landscape assessment	PW	Consent	Adopt resolution
30	Adopt a resolution supporting the C/CAG Southeast San Mateo County Community Based Transportation Plan	PW	Consent	Adopt resolution
31	Award of construction contract for Haven Avenue Streetscape project	PW	Consent	Contract award or amend
32	Award of construction contract for Willow Oaks Park Improvement Project	PW	Consent	Contract award or amend
33	Provide direction on speed limit reductions on residential streets	PW	Study Session	Direction to staff
34	Rescind drought surcharge	PW	Regular	Adopt resolution
35	Update on Caltrain bridge rail replacement on the El Camino Real bridge over San Francisquito Creek	PW	Informational	No action



STAFF REPORT

City Council Meeting Date: 5/9/2023
Staff Report Number: 23-111-CC

Informational Item: Transmittal of city attorney billing

Recommendation

This is an informational item and does not require City Council action.

Policy Issues

In accordance with the City Council informational requests, this staff report transmits information to the public.

Background

On Feb. 23, 2021, the City Council approved an agreement with Burke Williams Sorenson, LLP (BWS) for city attorney services.

Analysis

As requested by the City Council, the city attorney has prepared monthly summaries of billing activity (costs/fees) for legal services that could be shared with the public. This staff report transmits the summary for the month of March 2023.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Billing summary – March 2023

Report prepared by:
Justin I.C. Murphy, City Manager

MARCH 2023 CITY LEGAL SERVICES - Burke, Williams & Sorensen, LLP

Description	Fees	Costs	Total Billed
GENERAL MUNICIPAL MATTERS	\$37,233.00	\$46.00	\$37,279.00
REAL ESTATE, COMPLEX HOUSING, CEQA, NEPA	\$9,932.50	\$0.00	\$9,932.50
HOUSING ELEMENT	\$3,789.00	\$0.00	\$3,789.00
CONSTRUCTION AND COMPLEX PUBLIC WORKS	\$13,671.00	\$0.00	\$13,671.00
MENLO UPTOWN	\$144.00	\$0.00	\$144.00
123 INDEPENDENCE	\$9,408.00	\$0.00	\$9,408.00
WILLOW VILLAGE	\$3,474.00	\$0.00	\$3,474.00
1350 ADAMS COURT	\$9,360.00	\$0.00	\$9,360.00
1105-1165 O'BRIEN DRIVE	\$3,696.00	\$0.00	\$3,696.00
BOHANNON DEVELOPMENT	\$2,976.00	\$0.00	\$2,976.00
FEES	\$5,332.00	\$298.01	\$5,630.01
CODE ENFORCEMENT/ PITCHES / NUISANCE PR	\$4,340.00	\$0.00	\$4,340.00
SRI CAMPUS	\$25,824.00	\$0.00	\$25,824.00
MPCC PG&E EMINENT DOMAIN	\$186.00	\$39.95	\$225.95
1005 O'BRIEN	\$432.00	\$0.00	\$432.00
UUT CLAIM/LITIGATION	\$7,285.00	\$671.96	\$7,956.96
PUBLIC RECORDS ACT	\$4,347.00	\$281.46	\$4,628.46
CITY COUNCIL	\$2,322.00	\$0.00	\$2,322.00
980-1030 O'BRIEN	\$11,063.00	\$0.00	\$11,063.00
KUNZE DOG LAWSUIT	\$5,434.50	\$179.80	\$5,614.30
CITY LEGAL EXPENSES PAID BY CITY			\$95,163.23
CITY LEGAL EXPENSES PAID BY DEVELOPERS			\$66,602.95
TOTAL			\$161,766.18



STAFF REPORT

City Council Meeting Date: 5/9/2023
Staff Report Number: 23-112-CC

Informational Item: Update on pilot quick build intersection improvements at Menlo Avenue and University Drive

Recommendation

This is an informational item and does not require City Council action. The report transmits an update on a pilot of intersection improvements at Menlo Avenue and University Drive.

Policy Issues

The pilot project will test implementation of project No. 113 in the Transportation Master Plan (TMP), which calls for the installation of a bulb-out at the northeast corner (into Menlo Avenue) by removing the westbound Menlo Avenue right turn lane.

This project is consistent with policies in the General Plan Circulation Element (CIRC-1.2, CIRC-1.8, CIRC-2.7) that seek to maintain a safe, efficient, attractive, user-friendly circulation system that promotes a healthy, safe and active community and quality of life throughout Menlo Park.

Background

The Menlo Avenue and University Drive intersection is a complex offset intersection, with a history of collisions, particularly involving pedestrians. In 2022, there were four pedestrian collisions in the crosswalk across Menlo Avenue at University Drive, making it one of the highest pedestrian collision locations in the city.

Menlo Avenue between El Camino Real and University Drive has a mix of residential and commercial uses. At University Drive, the street is offset, continuing to the west as a block-long cul-de-sac. Draeger’s market is at the northeast corner of the intersection and a parking lot for Draeger’s is on the southeast corner. People routinely cross Menlo Avenue to access Draeger’s and for other purposes.

Analysis

Staff have reviewed the collision history, developed quick build concepts of alternate intersection configurations, and evaluated the intersection operations of the potential changes.

Collision history

According to Menlo Park Police Department records, there have been 16 collisions at Menlo Avenue and University Drive between 2015 and 2022, of which 10 involved a pedestrian. In 2022, there were four collisions involving a pedestrian. Note that the number of pedestrian collisions could be higher as it is common for collisions involving pedestrians and bicyclists to be underreported. Most of the collisions took

place during daylight hours in dry conditions and most occurred in the crosswalk across Menlo Avenue.

The intersection has the single largest number of pedestrian collisions in all of Menlo Park. In 2022, police records show 17 pedestrian collisions in the City, so nearly one quarter of all pedestrian collisions occurred at this intersection.

Quick build concepts

Quick build is a process to test infrastructure changes using paint, flexible posts and other easily removed materials. This enables public agencies to try changes to street design without making them permanent. The first phase of the Belle Haven Traffic Calming Plan was constructed as a quick build project, which was then refined based on public feedback and will be implemented permanently this summer.

Staff developed quick build improvement concepts at this intersection (Attachment A):

- Option 1 – install temporary bulb outs on both sides of Menlo Avenue using paint and posts, by combining the left and right turn lanes from Menlo Avenue westbound to University Drive.
- Option 2 – in addition to option 1, install a temporary bulb out and lane reduction along University Drive, by combining the through and left turn lanes on University Drive.
- Option 2b – following feedback from the Complete Streets Commission (CSC), staff developed an alternate version of Option 2 with a small center crossing median on University Drive instead of bulb outs. This option has the same operational characteristics as Option 2.

Evaluation

Staff evaluated intersection operation using the Vistro software program, a common transportation planning evaluation tool, to analyze delays and queuing. Using counts from 2019, which are generally higher than current, staff evaluated the options above. This analysis revealed that:

- Combining the left and right turn lanes on Menlo Avenue would increase queueing in the p.m. peak from 43 to 78 feet (Table 1). The level of service (LOS) would degrade from B to C, below City general plan standards.
- Combining the left and thru lanes on University Drive would increase queueing in the p.m. peak from 55 to 110 feet (Table 2). The LOS would degrade from B to C, below City general plan standards.

Table 1: Menlo Avenue lane reduction					
Peak hour	LOS (Sec/veh delay)		Queue (ft)		
	2019	With lane reduction	2019		With lane reduction
	WB	WB	Left	Right	Shared left/right
A.M.	A (9.86)	B (10.26)	10	22	31
P.M.	B (12.22)	C (15.19)	21	43	78

Table 2: University Drive lane reduction					
Peak hour	LOS (sec/veh delay)		Queue (ft)		
	2019	With lane reduction	2019		
	SB	SB	Left	Right	Shared left/right
A.M.	B (12.06)	C (15.19)	60	25	104
P.M.	B (13.16)	C (18.07)	55	27	110

Attachment B summarizes the intersection operations evaluation.

Long term improvements

The crosswalk across Menlo Avenue is in need of repair. The current design includes a ‘brick pattern’ treatment that is degrading and staff expects to replace it with a high visibility crosswalk, which will improve maintenance over time, in the next 12 to 18 months. Depending on the findings of the pilot, staff may incorporate permanent bulb outs and lane reconfigurations into that work.

Public outreach

On March 8, staff presented the quick build concepts and analysis to the CSC. The CSC heard public feedback from seven individuals, who made the following general comments:

- Four individuals spoke in favor of the project to improve safety.
- Two individuals expressed concerns about bulbouts, especially on University Drive due to the potential impacts for residents living on the cul-de-sac portion of Menlo Avenue.
- One individual requested removal of “KEEP CLEAR” striping on University Drive, but two other individuals requested that these markings remain.
- One individual suggested consideration of a roundabout.
- One individual requested that the City also address safety concerns at Santa Cruz Avenue and University Drive.

The CSC discussed the benefits and challenges of the bulbout and median design options, phasing the project, crosswalk location and treatments, safety options and project timeline. The CSC recommended proceeding with Option 1 and evaluate other enhancements such as: 1) increase crosswalk visibility through lighting and other treatments, 2) additional public outreach during the pilot, 3) explore “stop ahead” signs for Menlo and University crosswalks.

Based on the feedback from the CSC, staff developed a second version of Option 2 (Option 2B in Attachment B) with a median treatment instead of a bulb out on University Drive as a way to reduce crossing conflicts across University Drive.

On April 19, staff conducted a pop-up outreach event in front of Draeger’s supermarket between noon and 2 p.m. Staff spoke with approximately 15 to 20 people, many of whom learned of the project for the first time. Nearly everyone supported the project and the phasing approach, with one exception due to the additional queue this project will create on Menlo Avenue. Additional feedback included:

- Explore hatching the “KEEP CLEAR” striping on University Drive to allow vehicles from the Menlo Avenue cul-de-sac to enter and exit the street more easily.
- Ensure the southeast bulbout (i.e., Draeger’s parking lot corner) does not impede turning vehicles.
- Monitor queuing on Menlo Avenue.

Based on the feedback received from the CSC and the public, staff expects to implement Option 1 (bulb outs on Menlo Avenue) this summer. Any modifications to University Drive in a later phase would depend on public feedback and the performance of the pilot. Staff anticipates conducting observations of queuing and collecting public feedback through a survey and/or another pop-up outreach event. Staff will provide an update on the pilot after it has been in place for at least six months.

Impact on City Resources

The pilot will be implemented by one of the City's on-call signage and striping contractors. Eventual replacement of the crosswalk would be implemented through the City's on-call pavement rehabilitation contract. No additional resources are requested at this time.

Environmental Review

This project is statutorily exempt as identified by Public Resource Code Section 21080.25 which defines the California Environmental Quality Act as not applicable to "pedestrian and bicycle facilities that improve safety, access or mobility, including new facilities, within the public right-of-way."

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Quick build concepts
- B. Intersection evaluation

Report prepared by:
Hugh Louch, Assistant Public Works Director – Transportation

Report reviewed by:
Nikki Nagaya, Deputy City Manager

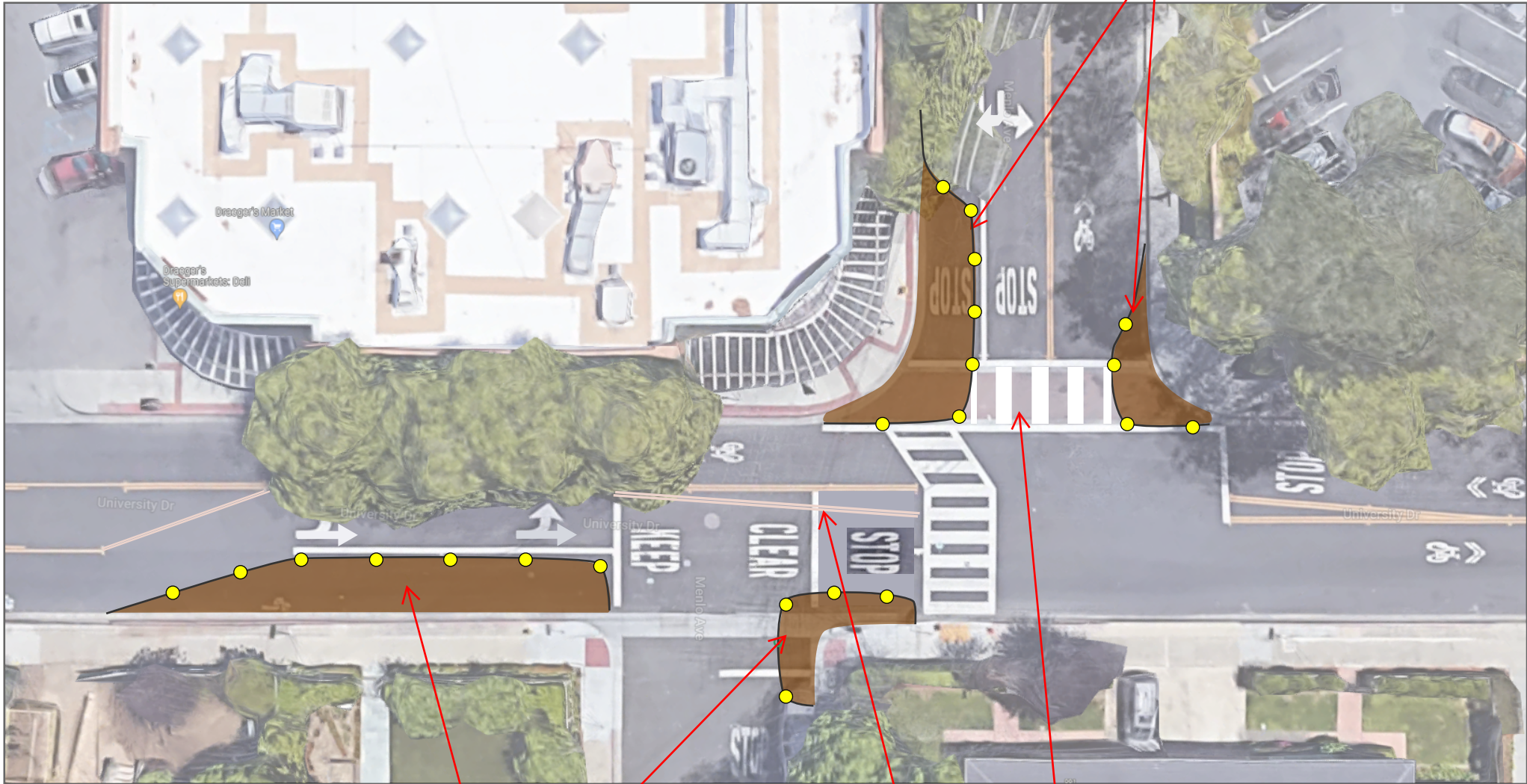
OPTION 1 - MENLO ONLY

ATTACHMENT A
add bulbouts using
bollards and paint



stripe high visibility
crosswalk

OPTION 2 - MENLO + UNIVERSITY



add bulbouts using bollards and paint

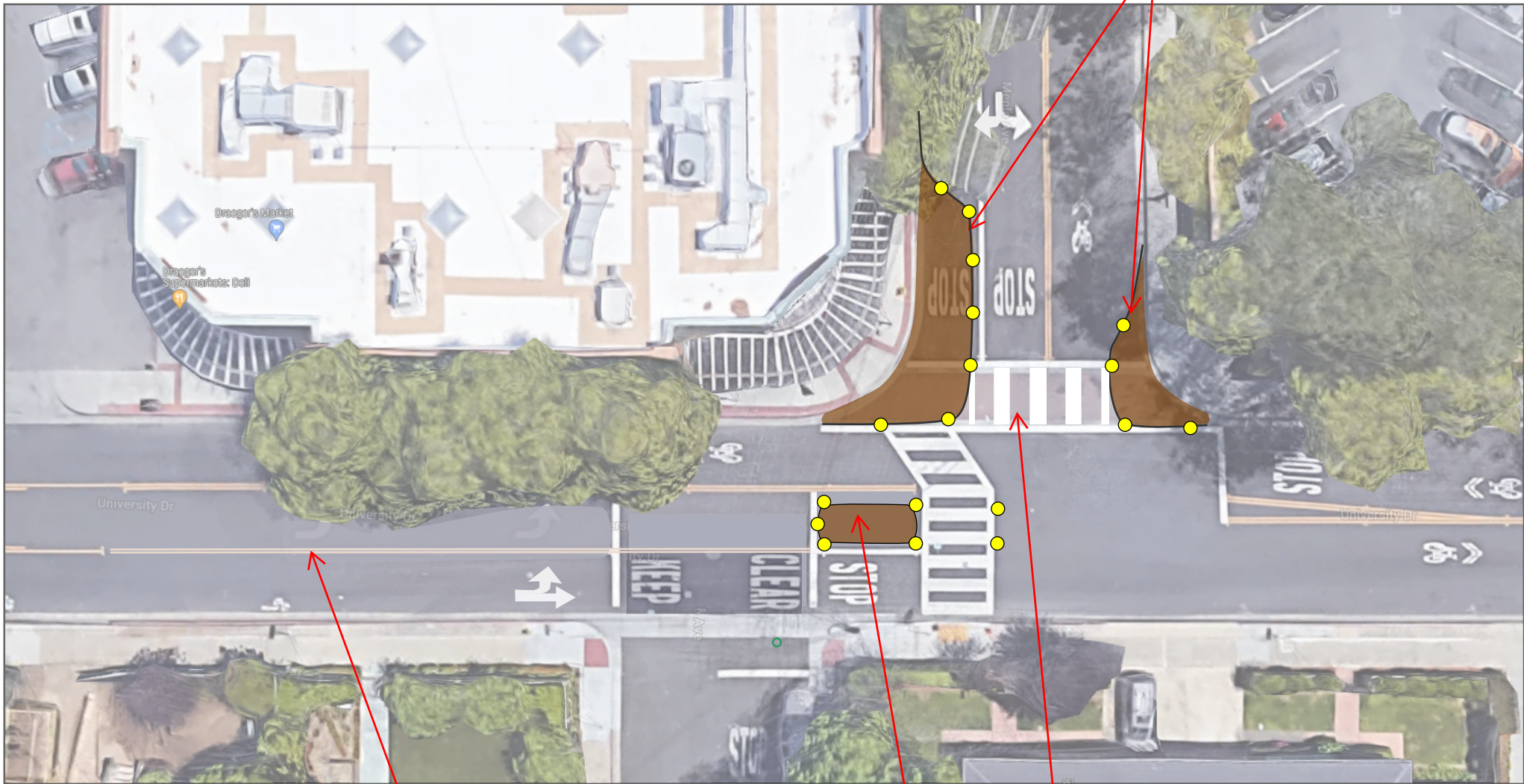
add bulbouts using bollards and paint

stripe high visibility crosswalk

add double yellow line to guide vehicles

Concept for planning purposes only - not a design document

OPTION 2B - MENLO + UNIVERSITY



add bulbouts using bollards and paint

Extend two-way turn lane to support exits from Menlo Ave EB

stripe high visibility crosswalk

add median using bollards and paint

Concept for planning purposes only - not a design document

Intersection Level Of Service Report
Intersection 1: University Dr. & Menlo Ave.

Control Type:	All-way stop	Delay (sec / veh):	11.2
Analysis Method:	HCM 6th Edition	Level Of Service:	B
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.456

Intersection Setup

Name	University Dr.									Menlo Ave.		
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration	┌			┐						┐		
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	1	0	0	0	0	0	0	0	1
Entry Pocket Length [ft]	100.0	100.0	100.0	80.00	100.0	100.0	100.0	100.0	100.0	100.0	100.0	105.0
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00			25.00			30.00			25.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			Yes			No			Yes		

Volumes

Name	University Dr.									Menlo Ave.		
Base Volume Input [veh/h]	0	137	65	266	159	0	0	0	0	55	0	140
Base Volume Adjustment Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	137	65	266	159	0	0	0	0	55	0	140
Peak Hour Factor	1.000	0.950	0.950	0.950	0.950	1.000	1.000	1.000	1.000	0.950	1.000	0.950
Other Adjustment Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Total 15-Minute Volume [veh/h]	0	36	17	70	42	0	0	0	0	14	0	37
Total Analysis Volume [veh/h]	0	144	68	280	167	0	0	0	0	58	0	147
Pedestrian Volume [ped/h]	0			0			0			45		

Intersection Settings

Lanes

Capacity per Entry Lane [veh/h]	683	614	672		539	659
Degree of Utilization, x	0.31	0.46	0.25		0.11	0.22

Movement, Approach, & Intersection Results

95th-Percentile Queue Length [veh]	1.32	2.38	0.98		0.36	0.85
95th-Percentile Queue Length [ft]	33.07	59.53	24.46		8.98	21.27
Approach Delay [s/veh]	10.64	12.06		0.00	9.86	
Approach LOS	B	B		A	A	
Intersection Delay [s/veh]	11.19					
Intersection LOS	B					

Intersection Level Of Service Report
Intersection 1: University Dr. & Menlo Ave.

Control Type:	All-way stop	Delay (sec / veh):	16.5
Analysis Method:	HCM 6th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.725

Intersection Setup

Name	University Dr.						Menlo Ave.					
	Northbound			Southbound			Eastbound			Westbound		
Approach												
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	1	0	0	0	0	0	0	0	1
Entry Pocket Length [ft]	100.0	100.0	100.0	80.00	100.0	100.0	100.0	100.0	100.0	100.0	100.0	105.0
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00			25.00			30.00			25.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			Yes			No			Yes		

Volumes

Name	University Dr.						Menlo Ave.					
	Northbound			Southbound			Eastbound			Westbound		
Base Volume Input [veh/h]	0	317	123	227	150	0	0	0	0	105	0	212
Base Volume Adjustment Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	317	123	227	150	0	0	0	0	105	0	212
Peak Hour Factor	1.000	0.970	0.970	0.970	0.970	1.000	1.000	1.000	1.000	0.970	1.000	0.970
Other Adjustment Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Total 15-Minute Volume [veh/h]	0	82	32	59	39	0	0	0	0	27	0	55
Total Analysis Volume [veh/h]	0	327	127	234	155	0	0	0	0	108	0	219
Pedestrian Volume [ped/h]	0			0			0			83		

Intersection Settings**Lanes**

Capacity per Entry Lane [veh/h]	627	537	581		493	592
Degree of Utilization, x	0.72	0.44	0.27		0.22	0.37

Movement, Approach, & Intersection Results

95th-Percentile Queue Length [veh]	6.15	2.19	1.07		0.83	1.70
95th-Percentile Queue Length [ft]	153.70	54.84	26.78		20.67	42.51
Approach Delay [s/veh]	22.39	13.16		0.00	12.22	
Approach LOS	C	B		A	B	
Intersection Delay [s/veh]	16.48					
Intersection LOS	C					

Intersection Level Of Service Report
Intersection 1: University Dr. & Menlo Ave.

Control Type:	All-way stop	Delay (sec / veh):	12.7
Analysis Method:	HCM 6th Edition	Level Of Service:	B
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.608

Intersection Setup

Name	University Dr.									Menlo Ave.		
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration	┌			└						+		
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00			25.00			30.00			25.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			Yes			No			Yes		

Volumes

Name	University Dr.									Menlo Ave.		
Base Volume Input [veh/h]	0	137	65	266	159	0	0	0	0	55	0	140
Base Volume Adjustment Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	137	65	266	159	0	0	0	0	55	0	140
Peak Hour Factor	1.000	0.950	0.950	0.950	0.950	1.000	1.000	1.000	1.000	0.950	1.000	0.950
Other Adjustment Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Total 15-Minute Volume [veh/h]	0	36	17	70	42	0	0	0	0	14	0	37
Total Analysis Volume [veh/h]	0	144	68	280	167	0	0	0	0	58	0	147
Pedestrian Volume [ped/h]	0			0			0			45		

Intersection Settings

Lanes

Capacity per Entry Lane [veh/h]	738	736		700
Degree of Utilization, x	0.29	0.61		0.29

Movement, Approach, & Intersection Results

95th-Percentile Queue Length [veh]	1.19	4.17		1.22
95th-Percentile Queue Length [ft]	29.69	104.25		30.48
Approach Delay [s/veh]	9.83	15.19	0.00	10.26
Approach LOS	A	C	A	B
Intersection Delay [s/veh]	12.71			
Intersection LOS	B			

Intersection Level Of Service Report
Intersection 1: University Dr. & Menlo Ave.

Control Type:	All-way stop	Delay (sec / veh):	17.8
Analysis Method:	HCM 6th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.687

Intersection Setup

Name	University Dr.						Menlo Ave.					
	Northbound			Southbound			Eastbound			Westbound		
Approach												
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00			25.00			30.00			25.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			Yes			No			Yes		

Volumes

Name	University Dr.						Menlo Ave.					
	0	317	123	227	150	0	0	0	0	105	0	212
Base Volume Input [veh/h]	0	317	123	227	150	0	0	0	0	105	0	212
Base Volume Adjustment Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	317	123	227	150	0	0	0	0	105	0	212
Peak Hour Factor	1.000	0.970	0.970	0.970	0.970	1.000	1.000	1.000	1.000	0.970	1.000	0.970
Other Adjustment Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Total 15-Minute Volume [veh/h]	0	82	32	59	39	0	0	0	0	27	0	55
Total Analysis Volume [veh/h]	0	327	127	234	155	0	0	0	0	108	0	219
Pedestrian Volume [ped/h]	0			0			0			83		

Intersection Settings

Lanes

Capacity per Entry Lane [veh/h]	660	620		618
Degree of Utilization, x	0.69	0.63		0.53

Movement, Approach, & Intersection Results

95th-Percentile Queue Length [veh]	5.45	4.39		3.11
95th-Percentile Queue Length [ft]	136.14	109.63		77.71
Approach Delay [s/veh]	19.55	18.07	0.00	15.19
Approach LOS	C	C	A	C
Intersection Delay [s/veh]	17.84			
Intersection LOS	C			



STAFF REPORT

City Council

Meeting Date:

5/9/2023

Staff Report Number:

23-113-CC

Informational Item:

Update on the Willow Road-U.S. 101 Interchange landscaping

Recommendation

This is an informational item and does not require City Council action. The report transmits an update on the landscaping phase for the Willow-U.S. 101 interchange project.

Policy Issues

The Willow Road and U.S. 101 Interchange project (Project) was included in the fiscal year 2012-13 Capital Improvement Plan and the 2019 City Council work plan. While not a City project, this Caltrans project has significant impacts on Menlo Park.

Background

In 2019, Caltrans completed modification of the interchange at Willow Road and U.S. 101 from its former “full cloverleaf” style to a “partial cloverleaf” style similar to the Marsh Road and U.S. 101 interchange. This eliminated the short merge weaves both on Willow Road and the freeway. The project replaced the existing interchange with a new, wider bridge; adding sidewalks, striped bicycle lanes and separated bicycle lanes on both sides of Willow Road; and added two signalized intersections. Caltrans began construction in May 2017 and completed in June 2019.

As is typical for a Caltrans construction process, the interchange construction included only the infrastructure portion of the project. This is typically a more cost effective approach, since designing the landscaping is specialized work and requires the infrastructure (such as irrigation lines, electrical connections, etc.) to be in place. Therefore, the landscaping design and landscaping construction phases are being performed as a separate follow-up project. The landscaping phase was also required to be scheduled after the completion of the San Mateo U.S. 101 Express Lanes project, which recently began operation.

The City Council held a study session July 12, 2022 on the landscaping phase of the interchange project and provided direction to staff to pursue a Caltrans-standard landscaping plan for the interchange with more trees that can be designed and installed within the budget available from the San Mateo County Transportation Authority (SMCTA) for this project.

At the March 28 City Council meeting, City Councilmember Combs and Vice Mayor Taylor requested an update on the Willow-U.S. 101 interchange landscape phase. This report transmits that update.

Analysis

Since the July 2022 study sessions, staff has conducted the following activities:

- Identified a City project manager to direct the consultant and coordinate with stakeholders.
- Worked with our design consultant (Callander and Associates) to develop a concept design as directed by City Council.
- Coordinated with Caltrans, SMCTA and East Palo Alto to review the concept design, including conducting a site visit in February.
- Refined the design to address feedback and meet Caltrans expectations for a standard landscaping plan that will be maintained by Caltrans.
- Began the process with Caltrans to develop an agreement (referred to as a cooperative agreement) that defines the roles and responsibilities for completing design and installation of the landscaping.
- Started the process with SMCTA to develop a memorandum of understanding to fund the development of construction documents and the landscape installation phase. SMCTA will lead the construction phase of the project.
- Planted four trees in the median and adjacent to the sound wall at Van Buren Road and Bay Road at the beginning of May (Attachment B).

Attachment A provides the current concept design, as updated to reflect Caltrans and other stakeholder reviews. This design is consistent with City Council direction from July 2022 and includes Caltrans requested updates to use groundcover in certain areas and to add mulch in other areas to help reduce weeds and reduce maintenance costs. These changes help ensure that the landscaping will be maintained by Caltrans with no additional cost to the City. This concept adds about 120 more trees than existed before the interchange reconstruction.

Attachment A focuses exclusively on the area that is entirely within the Caltrans right-of-way, which is the focus of the agreement between Caltrans, SMCTA and the City. In addition, staff are continuing to pursue additional screening along Pierce Road/Willow Road and Bay Road, as described in the July 12, 2022 meeting. In both locations, staff are examining the opportunity to plant screening along the sound walls and fencing.

Schedule

In July 2022, staff provided a schedule that showed final design starting in the summer of 2023. Staff currently anticipates that final design will begin by late summer or early fall, depending on completing the required agreements with Caltrans and SMCTA. The remaining steps in the process include:

- Develop construction documents. This will take nine to 12 months, including reviews by the City staff and Caltrans.
- Finalize plans and bidding. SMCTA and Caltrans will need several months to complete necessary supporting documentation, prepare the project for bidding, and award a contract.
- Construction. This will take approximately one year, followed by a three-year plant establishment period.

Impact on City Resources

The SMCTA has approximately \$3 million remaining in funds from the Willow-U.S. 101 interchange replacement project, including the \$1.6 million specifically dedicated to landscaping. At current estimates, staff anticipate this funding will be sufficient to complete construction documents, install, and maintain the landscaping for the plant establishment period. Staff will provide updates on project cost and funding as needed.

Environmental Review

This informational update is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice












Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Revised concept
- B. Trees planted at Van Buren Road and Bay Road

Report prepared by:
Hugh Louch, Assistant Public Works Director – Transportation

LEGEND

-  EXISTING TREE TO REMAIN
-  CITY LIMITS
-  STATE RIGHT OF WAY
-  CALTRANS REQUIRED TREE PLANTING SETBACK, TYP.
-  ENHANCEMENTS BEYOND STATE RIGHT OF WAY
-  IRRIGATED SHRUB PLANTING
-  NON-IRRIGATED HYDROSEED
-  MULCH
-  LANDSCAPE SCREEN
-  "NO TREE" ZONE
-  TREES, SEE PLANT LIST






Conceptual Landscape Plan




Willow Road / Highway 101 Interchange Landscaping
Menlo Park, CA



PLANT LIST

	Scientific Name	Common Name	Size	Spacing*
TREES				
	CONICAL TREES			
	Calocedrus decurrens	Incense cedar**	24" box	30' O.C.
	Cedrus atlantica	Atlas cedar**	24" box	
	Cedrus deodara	Deodar cedar**	24" box	
	CANOPY TREES			
	Aesculus californica	California buckeye	15 gal	20' to 25' O.C.
	Lyonothamnus floribundus ssp. aspleniifolius	Santa Cruz Island ironwood	15 gal	
	Quercus agrifolia	Coast live oak	24" box	
	Quercus wislizeni	Interior live oak	24" box	
	Umbellularia californica	California bay laurel	15 gal	
	ACCENT TREES			
	Arctostaphylos manzanita 'Dr. Hurd'	Dr. Hurd manzanita	15 gal	10' O.C.
	Cercis occidentalis	Western redbud	15 gal	
	Chilopsis linearis	Desert willow	15 gal	
	Garrya elliptica	Coast silk tassel	15 gal	
	Prunus ilicifolia	Hollyleaf Cherry	15 gal	

SHRUBS, GROUND COVER, AND VINES

	Acacia redolens 'Low Boy'	Prostrate acacia	1 gal	12' O.C.
	Arctostaphylos uva-ursi 'Point Reyes'	Point Reyes manzanita	1 gal	12' O.C.
	Artemisia californica	California sagebrush	5 gal	6' O.C.
	Baccharis pilularis	Coyote brush	5 gal	6' O.C.
	Ceanothus griseus horizontalis 'Yankee Point'	Yankee Point ceanothus	1 gal	15' O.C.
	Cistus pulverulentus	Rockrose	5 gal	6' O.C.
	Eriogonum fasciculatum foliolosum	Leafy California buckwheat	5 gal	6' O.C.
	Salvia 'Bee's Bliss'	Bee's Bliss sage	5 gal	8' O.C.
	Muhlenbergia rigens	Deer grass	5 gal	6' O.C.
	Ficus pumila	Creeping fig	1 gal	8' O.C.
	Gelsemium sempervirens	Yellow jessamine	1 gal	8' O.C.
	Vitis californica	California wild grape	1 gal	8' O.C.

NON-IRRIGATED HYDROSEED MIX

	Achillea millefolium	White yarrow
	Gazania splendens	Mixed color gazania
	Lupinus bicolor	Miniature lupine
	Stipa pulchra	Purple needlegrass

* Tree spacing shown on plan is diagrammatic. Design refinements will need to be made in a future phase to ensure adequate spacing for each species.

** Standard form, prune up lower branches.

Conceptual Plant List

Willow Road / Highway 101 Interchange Landscaping
Menlo Park, CA



Trees planted at Van Buren Road and Bay Road

