

**STAFF REPORT****City Council**

Meeting Date: 9/15/2020
Staff Report Number: 20-201-CC

Regular Business: Consider the term sheet, conceptual design and project review process of Facebook's offer to rebuild community facilities located at 100-110 Terminal Avenue

Recommendation

Staff recommends that the City Council confirm the following:

- The term sheet for the Menlo Park Community Campus (MPCC) located at 100 Terminal Avenue should guide the preparation of a binding agreement (Attachment A.)
- The conceptual design as shown in the illustrative site plan (Attachment B), which requires the demolition of the existing Belle Haven pool facilities, should proceed for review.
- The project review process should adhere to the remaining steps and timeline as outlined below.

Policy Issues

This generous offer to build a new public facility in the Belle Haven neighborhood provides an exciting opportunity for the community for generations to come. On multiple occasions over the past nine months, the City Council has established this project as one of the City's top priorities, most recently August 18.

Background

In October 2019, Facebook announced its intent to collaborate with the community and the City to build a new multigenerational community center and library on the site of the current Onetta Harris Community Center (OHCC), Menlo Park Senior Center and Belle Haven Youth Center located at 100-110 Terminal Avenue. On December 10, 2019, staff provided an informational item to provide an update to City Council while awaiting a written offer. In addition, the City Council appointed City Councilmembers Carlton and Taylor to an ad hoc subcommittee on this project. On December 16, 2019, Facebook submitted its offer for the City Council's consideration.

On January 28, the City Council approved a resolution of intent to collaborate with Facebook and accept the offer (Attachments C and D.) Since January, the project has been referred to by the name Belle Haven community center and library (or BHCCL for short.) Moving forward, the project will be referred to as the Menlo Park Community Campus (or MPCC for short) to be more inclusive reflecting the benefits to the overall City and the other components of the project besides the community center and library, namely the senior center, youth center and pool. The actual naming of the new facility will be a separate process after approval of the project.

On February 11, City Council conducted a study session to discuss current service levels and directed staff regarding changes to the preliminary recommendations. On February 25, City Council approved the

interim service levels, appropriated \$1 million for interim services, waived purchasing requirements and expressed a willingness to convene special City Council meetings with 24-hour noticing related to any potential contracts in excess of the city manager's spending authority (currently \$78,000.)

On March 10, the City Council initiated the process to abandon public utilities easements and a portion of Terminal Avenue currently occupied by Kelly Park, the Menlo Park Senior Center and the Belle Haven Pool. The City Council completed the abandonment process June 23.

On April 7, the City Council voted unanimously to reaffirm the project as a top priority in light of the impacts of the COVID-19 pandemic. On April 14, the City received an informational item on the project. On April 21, the City Council took two actions: confirming the next steps and timeline for the project review and expressing support for the draft plan for interim services subject to continued due diligence and final subsequent City Council approval.

As part of the June 9 City Council staff report on the operating budget, staff provided an update that the overall project schedule was delayed. Facebook needed additional time to ensure that the proposed design for the new facility was consistent with the project budget. At that point in time, the estimated timeline for City Council approval of the project was September 2020, resulting in the need to decommission facilities in late March/early April 2021, with demolition occurring approximately one or two months thereafter.

On July 28, the City Council received an informational update on the project timeline. Actions related to lot mergers, right of way and easement abandonments, and heritage tree permits were completed. Additional time was needed to work through the design and budget issues. The earliest that the project would be ready for City Council approval is January 2021. With this delay, there would be a corresponding delay in the decommissioning and demolition process until summer 2021, at the earliest.

Information related to the project is available on the City-maintained webpage (Attachment E.) In preparation for the September 15, City Council meeting, the Subcommittee, comprised of Mayor Taylor and City Councilmember Carlton, will be hosting a telephone town hall meeting Thursday, September 10, from 6 – 7:30 p.m.

Analysis

Term sheet

The draft term sheet (Attachment A) reflects a collaborative effort by Facebook and the City, including legal review. The term sheet is not enforceable, but it provides a summary of what to expect in a future binding agreement that the City Council will be asked to review and approve in January 2021 based on the current project schedule (discussed below). The term sheet includes seven sections or paragraphs with the following headings:

1. Facebook's obligations
2. City's obligations
3. City requested work
4. Project schedule
5. Naming rights
6. Termination; suspension
7. Indemnification; warranties

One topic worth particular interest is the item 3 (City requested work.) The City is responsible for funding additional work and is responsible for separately contracting for the additional work unless it is integral to

the design of the main building. Consistent with the City Council Resolution of Intent, the types of enhancements that the City is considering as itemized in item 3a of the term sheet are as follows:

- i. A new swimming pool and all associated support systems including a pool mechanical equipment building,
- ii. Upgrading the building to a Red Cross Evacuation Center (instead of a standard community building),
- iii. Deploying emergency backup power (e.g., diesel generator),
- iv. Installing solar carports to achieve Net Zero Energy,
- v. Pursuing Leadership in Energy and Environmental Design (LEED) Platinum or equivalent (instead of LEED Gold),
- vi. Designing and installing a microgrid,
- vii. Deconstructing the existing buildings deconstruction (instead of demolishing them),
- viii. Replacing the on-site water main replacement,
- ix. Extending a recycled water main extension to serve the site in the future,
- x. Undergrounding utilities (communication and potentially electric distribution lines)

Of these items, only item vii (water main replacement) has been funded to date. Item i. (new swimming pool) has an estimated cost of \$7.4 million and is discussed further below. Staff is currently reviewing item vi. (microgrid) as part of a feasibility analysis, which will also factor in the complexities of delivering such a system as part of the project timeline. Staff is continuing to refine estimates for the other seven items listed above, but the expected costs are likely to total \$3-4 million. Additionally, staff is pursuing options for securing rights to continue to use lands currently owned by the PG&E, including the option to acquire the land to provide more certainty for the project and long-term benefits for the City (item 2h.)

Conceptual design and pool demolition

The concept design is shown on an illustrative site plan (Attachment B.) The plan shows a new two-story building in the same location as earlier concepts. In order to meet the programming needs and site constraints, the footprint of the proposed building encroaching into the area of the existing pool. As part of the September 15, City Council discussion, the Facebook team will give a presentation explaining the thought process behind the current design. The proposed design is dependent on the demolition of the existing pool facilities concurrently with the demolition of the other facilities. Facebook's offer and the project schedule is contingent on the City Council providing direction about the pool demolition in mid-September. The City Council Subcommittee supports the demolition of the pool as part of this project, understanding that the future design and funding would need to be determined later.

The illustrative site plan shows one potential layout of a new pool facility to assist in visualizing the possibilities. The construction and funding of the pool is not part of Facebook's offer and is the responsibility of the City to deliver. The current cost estimate for the reconstruction of the pool is \$7.4 million. Based on the project schedule, the most likely source of funding that would be available in a timely fashion would be Measure T recreation bonds approved by Menlo Park voters in 2001. To date, approximately \$24 million has been spent on projects and \$14 million remains. The bonds are paid for by all property owners based on assessed (not market) value of properties. For each \$1 million of assessed value, property owners are currently paying approximately \$65 per year through 2040. In order to tap the remaining \$14 million, property owners would need to pay an additional \$45 per year (totaling \$110 for \$1 million assessed value) through 2040. If the City Council were to consider the use of Measure T funding, the City Council would need to make such a decision by January 2021 at the latest because it takes approximately six months to access the proceeds of the bond sales. Additional information related to Measure T bonds is available through an August 27, 2019 staff report regarding the refinancing of the bonds (Attachment F.)

In terms of other funding options, the general fund's unassigned fund balance is estimated at \$2.09 million, which is insufficient to cover the full cost of the pool, let alone the potential enhancements. One idea that has been mentioned as a potential funding option would be a community amenity delivered through a development project in the Bayfront Area. Such an option could not be pursued until such time that a proposed development project was approved by the City. It would be extremely challenging to align the sequence of events to secure the necessary funding by January 2021. Staff intends to return to City Council October 13 for decisions on all of the City requested work.

Project schedule and review process

Based on the updated submittal from Facebook, staff has developed a timeline corresponding with the meeting schedule outlined in the April 21 and July 28 staff reports as follows:

- September 15 – City Council review of the term sheet
- October 5 – Planning Commission study session
- October 13 – City Council direction on additional City requested work
- October 27 – City Council approval of the final interim services plan (as summarized April 21 and July 28)
- December 7 – Planning Commission public hearing to make a recommendation on the project
- January 12, 2021 – City Council public hearing on agreement, project and California Environmental Quality Act (CEQA) determination plus identification of funding to rebuild the pool concurrently with the new building

If the project is approved in January 2021, this would result in the following schedule for project completion assuming this remains a high priority project for the City:

- June 2021 – Facility closures
- July to August 2021 – Remediation and demolition
- Spring 2023 – Facilities re-opening

Impact on City Resources

Staff estimates the value of the offer at approximately \$40 million. On the July 28, the City Council approved the capital improvement plan (CIP) budget for fiscal year 2020-21, which allocated an additional \$3.850 million, plus carry-over funds of \$2.138 million for a total project budget of approximately \$5.988 for the City's base-level commitments, including interim services. Staff estimates that the inclusion of the reconstruction of the pool in the project could require approximately \$7.4 million in additional funding. Other potential project enhancements could cost an additional \$3-4 million.

Environmental Review

This action is not a project within the meaning of the CEQA Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment. The proposed building is a project under CEQA and staff believes that the project is eligible for a Class 2 exemption for the replacement of existing facilities (§15302). The final CEQA determination will occur later in the process at the time of project approval.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. In addition, the City sent electronic notices via Nextdoor, Facebook and directly to project email and text update subscribers from the project page (Attachment A.)

Attachments

- A. Draft term sheet
- B. Illustrative site plan
- C. Offer letter from Facebook, dated December 16, 2019
- D. Resolution No. 6537 approved January 28
- E. Hyperlink – project page: menlopark.org/communitycampus
- F. Hyperlink – menlopark.org/DocumentCenter/View/22628/H5---20190827-Approve-GO-Bond-refunding-CC

Report prepared by:
Justin Murphy, Deputy City Manager

Menlo Park Community Campus
Draft Term Sheet

Facebook has offered to provide funding and development of a new multi-generational community center, including senior center, youth center and library, for a new community campus in the Belle Haven neighborhood (the "Project"), in accordance with preliminary space plans and building design concept that are subject to final review and approval by the Menlo Park City Council, as generally set forth in Facebook's letter to the City Council dated December 16, 2019. The Project includes the remediation and demolition of all of the existing facilities, including the pool. The following is a summary of the terms to be incorporated into a definitive agreement between Facebook and the City of Menlo Park.

1. Facebook's Obligations

- a. Design, obtain entitlements for, and construct the Project in accordance with mutually agreeable plans (to be attached as an exhibit to the agreement). Facebook will have sole discretion over the means and methods of design and construction including the selection of the architect, engineers, design consultants, general contractor and all subcontractors. The agreement will identify scopes of work and materials outside of the Project (e.g., furnishings, IT equipment, etc.). Facebook will be responsible for unforeseen/unanticipated conditions (subject to its termination right described in Paragraph 6).
- b. Prepare a budget for the Project. If the cost of the Project is projected to exceed the budget, then the City and Facebook will work together to identify modifications to the Project that allow it to fit within the budget.
- c. Pay prevailing wage for all work done on the Project.
- d. Work with the City and the surrounding neighborhood to minimize impacts on the neighborhood during construction.
- e. Assist the City in pursuing CPUC 851 permits/approval for acquisition of, or work within, PG&E parcel(s).
- f. Obtain fixed bids/pricing for City requested work (described in Paragraph 3) to assist City in determining whether to include some or all of such additional work.

2. City's Obligations

- a. Timely process all building permit applications. The City will make a good faith effort to expedite the plan check process with the goal of issuing building permits within two months of submittal of the complete application post-entitlement.
- b. Make good faith efforts to assist Facebook with resolving permitting issues with other public agencies, utilities, and neighboring property owners, if any.
- c. Waive all costs in connection with processing Project approvals, staff time, permits, plan check, and building division inspections, etc.
- d. Waive all applicable development impact fees.
- e. Work with the community to develop and implement a plan to accommodate existing community programs that will be displaced during the construction period. Facebook has no responsibility for interim facilities or programming.
- f. Work with Facebook on closures during the construction phase. During construction, the site will be closed except that access must be maintained to Beechwood School and the sports fields.
- g. Bear all costs in connection with programming, operation, and maintenance of the new facilities. Facebook is not responsible for any ongoing costs.

- h. Bear all costs in connection with acquiring PG&E parcel(s) [fee, easement or license] and obtaining CPUC 851 permits/approval for acquisition of, or work within, PG&E parcel(s).

3. City Requested Work

- a. The City will have the right to propose work in addition to the Project but related to the Project such as the following:
 - i. a new swimming pool and all associated support systems including a pool mechanical equipment building,
 - ii. upgrading the building to a Red Cross Evacuation Center (instead of a standard building),
 - iii. deploying emergency backup power (e.g., diesel generator),
 - iv. installing solar carports to achieve Net Zero Energy,
 - v. pursuing LEED Platinum or equivalent (instead of LEED Gold),
 - vi. designing and installing a microgrid,
 - vii. deconstructing the existing buildings (instead of demolishing them),
 - viii. replacing the on-site water main,
 - ix. extending a recycled water main to serve the site in the future,
 - x. undergrounding utilities (communication and potentially electric distribution lines).
- b. The City will be responsible for all costs of any City requested work.
- c. The City would contract directly with the contractors for any City requested work (except that Facebook will consider contracting for minor ancillary work and/or works that cannot be separated from the main building construction contract). The agreement will include a process for proposing and finalizing City requested work. If the City desires to include any City requested work, Facebook will cooperate and coordinate with the City and at the City's request, Facebook will obtain fixed bids/pricing for City requested work from Facebook's contractors.
- d. As a condition to performing any City requested work, Facebook may require the City to demonstrate that sufficient funds are available to cover the full cost of the City requested work that Facebook is performing.

4. Proposed Schedule

- a. The agreement will include a Project schedule.
- b. Facebook will not be liable for delays. Facebook will, however, make a good faith effort to complete the Project within 24 months of demolition of the existing facility (subject to force majeure including shut downs by government order).

5. Naming Rights

- a. The City will have the right to name the facility. The City will, however, meet and confer with Facebook with respect to the facility's name. The City will not license or otherwise sell naming rights to the facility.

6. Termination; Suspension

- a. Termination Prior to Commencement of Construction: Facebook may terminate the agreement with or without cause before demolition of any existing facilities. If Facebook terminates the agreement without cause, then it will reimburse the City for its out of pocket costs and staff time but no other damages. If Facebook terminates the agreement with cause [to be defined], it will not be liable for any costs incurred or damages sustained by the City.
- b. Termination After Commencement of Construction: Facebook may not terminate the agreement after demolition of the building(s) without cause [to be defined]. If Facebook terminates the agreement without cause or if the City terminates the agreement for cause, the City may complete the Project and Facebook will be responsible for the cost to complete the Project, together with all damages sustained by the City as result of the delays in completing the Project due to such termination. If Facebook terminates the agreement for cause, Facebook will not be liable for completing the Project or for any damages and the City shall determine whether and how to complete the Project.
- c. Upon termination, with or without cause, Facebook will use commercially reasonable efforts to assign all design, construction and other Project related contracts to the City.

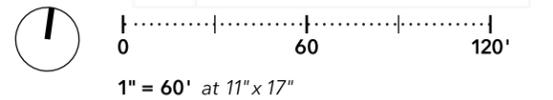
7. Indemnification; Warranties

- a. Facebook will indemnify the City from third party claims arising out of construction of the Project (excluding claims attributable to the City's negligence or willful misconduct). Facebook will not, however, be liable for construction defects (see below). The City will indemnify Facebook and its designers from third party claims arising from events occurring after turnover of the site to the City (excluding claims attributable to the indemnitees' negligence or willful misconduct).
- b. The improvements will be delivered "as-is" and Facebook will not be liable for construction defects. The agreement will, however, include a process for identifying punch list items and agreeing on final completion. Facebook will assign all construction warranties to the City and cooperate with the enforcement of those warranties.

This Term Sheet is a non-binding document for discussion purposes only. Neither party is obligated to proceed with the proposed Project unless until the parties enter into a binding agreement setting forth all materials terms, provisions and obligations of the parties.



A	Menlo Park Community Campus Building	E	Children's Outdoor Courtyard	I	Service Area
B	Boardwalk	F	Bicycle Parking	J	Pedestrian Pathway
C	Playground	G	Outdoor Dining Terrace	K	Parking Lot
D	Existing Redwood Trees to Remain	H	Community Terrace & Garden	L	Pool Area by the City of Menlo Park
		M	SamTrans Bus Layover	N	SamTrans Bus Stop



Proposed Site Plan /

December 16, 2019

City Council
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025

Re: Multi-Generational Community Center and Library in Belle Haven

Dear Mayor Mueller and Honorable Members of the City Council:

On behalf of Facebook, I am honored to submit our proposal to explore funding and the development of a new multi-generational community center and library for Menlo Park's Belle Haven neighborhood. This is an incredibly exciting project that will bring vitality and vibrancy to Belle Haven, and ties back to the long-term vision that we share for our surrounding community.

As you know, we have a long history of partnering with the City – dating back to the 2011 Belle Haven & Willow Business Area Design Charrette that we initiated when we moved to Menlo Park. That was the catalyst for our collaboration with the community to realize our shared goals and create a sense of place. Eight years after making Menlo Park our home, our commitment has not wavered, and we are in a strong position to make this donation.

Today, we are presenting the City an opportunity to continue our work together and move these important efforts forward. The purpose of this letter is to suggest a framework for completing the Belle Haven Senior Center and Onetta Harris Community Center as quickly as possible – a project that we know from listening to residents has been a long-desired wish of the community.

Before getting into the framework, I want to address why we're making this significant philanthropic commitment and clarify that the Community Center should be treated as a standalone endeavor that is not connected to any other Facebook project. By providing updated facilities, our goal is to give residents a welcoming place to gather, celebrate and reinforce the social fabric that makes this neighborhood special.

This is an ambitious undertaking but fortunately, we have a head start. Through the City's development of the Parks and Recreation Facilities Master Plan and Belle Haven Branch Library studies – as well as our own engagement – we have direct input from the community, City staff and City Council. We want to thank Mayor ProTem Cecilia Taylor, whose leadership enabled us to begin working with architect Hart Howerton to develop preliminary space/site plans and a conceptual design for the project. We hope our proposal will go a long way in meeting the City and community's desired goals of redeveloping the existing facilities.

With Facebook's bias for action, we can quickly turn this vision into a reality – and we think it's feasible to do so within 2.5 years. This expedited schedule is contingent upon leveraging existing information and achieving consensus among key stakeholders, including community members, City staff and City leadership.

With the above in mind, we propose that the project proceed in two phases as outlined below:

Phase One – Outreach, Design, Space Programming and Approvals

As mentioned above, we have developed a preliminary space plan and building design concept. As a first step in conjunction with the city, we plan to present the concept and preliminary space plan at a community meeting in Belle Haven in mid-January and at a City Council meeting in late January. These meetings will give the city council, community and stakeholders the opportunity to share initial feedback and discuss the types of activities and programs the community would like to have in the new facility.

In February and March, we will hold additional meetings with the community and operations staff to further define the space needs. In January, we'll provide additional information on the community engagement plan and give specific details on the meetings to be held. We envision the meetings will provide additional data on the types of programs the community would like to see run in the new facilities. Facebook will not decide what programs will be operated in the facility, as that will be for the City to determine.

After those meetings, we will consider all the feedback and work with the architect to further refine the floor plans and building design. The updated design will then be presented to the Planning Commission and City Council for approval in the summer of 2020. While the design will need to be refined through the process outlined above, we plan to study the following:

- New youth facilities and a new senior center;
- Health & fitness facilities (gymnasium);
- Incorporation of the proposed Belle Haven Library program into the facility;
- Renovated amenities near the existing swimming pools, such as new locker rooms and additional areas for picnics and gatherings. At this time, Facebook is not offering to pay for a complete reconstruction of the swimming pools; however, we are willing to work with the City to understand what improvements can be accommodated within the budget for the project. Facebook is open to building new pools if additional funding sources are identified by the City or third parties.
- Improved access to Kelly Park by extending pedestrian access through a breezeway in the new building and by better orienting new communal spaces to the park; and
- Additional amenities, such as a new arrival area and improvements to the parking lot, circulation and drop-off zones.

During this phase, we would also complete the following steps:

1. Gather information to ensure that our proposal will meet Menlo Park's existing zoning and building requirements. To keep the project on track, we intend to design a building to meet the parameters of a categorical exemption to satisfy the environmental review – Class 2 replacement of existing facilities.
2. Conduct due diligence on the site to ensure we understand its condition and whether there is anything that may affect the feasibility of the different redevelopment options or inform the design. This involves understanding the parameters for geotechnical conditions, site easements and location of existing site conditions and utilities.
3. Our team will work with the City Manager and the City Attorney to develop an agreement that documents project development details related to design, construction, financing, operations and maintenance.
4. We anticipate that Facebook would act in the capacity of a master developer and be responsible for design and construction, with the scope of our funding commitment contingent on the outcome of the design process. If there are additional items the City would like to see included that are not a part of the fixed budget, such as replacement of the swimming pool, then those items would need to be funded with contributions from the City.

Our interest in this project is driven in large part by our desire to deliver benefits to the community in a relatively short duration. If this initial phase takes more than 6 months, we will reassess whether the project is feasible under the goals we have outlined in this letter.

Phase Two – Developing Construction Plans & Building

During the second phase, we will finalize the technical requirements of the project, develop plans for construction, submit plans to the City for permit and ultimately demolish the existing facilities and construct the facility.

Details related to construction phasing, timing, community notifications and progress reporting would also be developed during this phase. We optimistically believe that we can complete construction within 18 months after receiving the building permit.

Further Clarifications

1. Facebook is proposing that Hart Howerton be the lead project planner and designer and that the City retain a consultant to help guide requirements.
2. While the site plan that we have developed does allow for some of the existing facilities to remain open during construction, it does add risk to the project schedule, and we would need to ensure the public can safely access facilities given the proximity to the new construction. Facebook's preference would be to relocate all existing programs with the expectations of the requirements to maintain access for Beechwood and the soccer fields.

3. The project is expected to be phased, and Facebook will not be responsible for providing temporary facilities during the construction period.
4. We ask that the City Council designate this project as a priority project and direct staff to prioritize timely project approvals and plan check / permitting reviews. Currently, permits can take up to 8 months after projects are approved, and our request for this project is that permits be issued within 2 months of submittal. This will lead to an expedited completion date and ultimately benefit the residents of Menlo Park.
5. We are also requesting that the City cover all costs related to processing of the project approvals, permitting, plan checking and building department inspections.
6. Facebook is not responsible for developing or funding the activities and programs that will be run from the new facility.
7. The City will be responsible for all ongoing operations and maintenance costs associated with operating the facility. Facebook will, however, assign the City any construction warranties it receives.
8. Formal roles and responsibilities between Facebook and the City will need to be established so expectations and lines of communication are clear for all parties. In order to move quickly, communication will need to be streamlined.

Next Steps

As for immediate next steps, we anticipate working with the community and the City to schedule the community outreach and engagement meetings and, with City Council support, proceeding with the tasks outlined in phase one above.

This project is an exciting opportunity to provide a tremendous neighborhood resource that will serve as a community gathering place in Menlo Park, the place we consider home. Thank you for this opportunity, and we look forward to working closely with you, Menlo Park's Belle Haven residents and City staff on this important initiative.

Sincerely,



John Tenanes

cc: Starla Jerome-Robinson, City Manager
William McClure, City Attorney
Deanna Chow, Interim Community Development Director

RESOLUTION NO. 6537**RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK TO COLLABORATE WITH FACEBOOK, INC. FOR THE CONSTRUCTION OF A NEW COMMUNITY CENTER AND LIBRARY IN THE BELLE HAVEN NEIGHBORHOOD**

WHEREAS, on December 16, 2019, the City Council of the City of Menlo Park received a proposal from Facebook Inc. proposing to explore funding and development of a new multi-generational community center and library located in Menlo Park's Belle Haven neighborhood, replacing existing community center, senior center, youth center, pool house, and library facilities; and

WHEREAS, the proposal outlines a two-phase project schedule, with Phase One occurring over six months, from January to June 2020, and Phase Two occurring over two years, from July 2020 to July 2022, with a goal of starting construction through demolition of existing facilities in January 2021; and

WHEREAS, the proposal requests that the City Council designate this project as a priority project and direct staff to prioritize timely project approvals and plan check / permitting reviews; and

WHEREAS, Phase One would include obtaining the necessary City approvals for the design of the project and the City and Facebook, Inc. entering into an agreement that documents project development details related to design, construction, financing, operations, and maintenance for the project; and

WHEREAS, Phase Two of the proposal would result in the completion of construction documents, permitting, and construction of the building; and

WHEREAS, the intent of the proposal is to design a building to meet the parameters of a California Environmental Quality Act (CEQA) Class 2 categorical exemption as a replacement of existing facilities; and

WHEREAS, the project is anticipated to receive input from the Library Commission and Parks and Recreation Commission and approvals from the Planning Commission and City Council; and

WHEREAS, a community public engagement plan for the project, a joint effort between Facebook, Inc., City staff, and the City Council ad hoc subcommittee, was presented to the City Council on January 28, 2020, outlining the level of public engagement by project component and the role of City Council advisory bodies and community in the project approval process; and

WHEREAS, the proposal outlines that the City will be responsible for relocating existing programs into temporary facilities for the duration of construction and will be responsible for the future programming of the facility; and

WHEREAS, the proposal outlines that the City will be responsible for all costs related to project approvals, permitting, plan checking and inspections, and for all ongoing operations and maintenance costs of the facility; and

WHEREAS, the City entered into an agreement with Noll and Tam Architects for the design of the Belle Haven branch library; and

WHEREAS, the City intends to revise the scope of work with Noll and Tam Architects for design assistance on the project to provide expertise on programmatic requirements, performance criteria, and act as an Owner's representative, as needed; and

WHEREAS, the City intends to seek funding for the replacement of the Belle Haven pool for inclusion as part of the project; and

WHEREAS, the City will retain the right to name the facility and will develop a process to determine the name of the facility.

NOW, THEREFORE BE IT RESOLVED, that the City of Menlo Park, acting by and through its City Council, having considered and been fully advised in the matter and good cause appearing therefore do hereby declare its intent to collaborate with Facebook Inc. for the construction of a new community center and library in the Belle Haven neighborhood with the following clarifications and actions:

1. Accept the proposal from Facebook, Inc. for the construction of a new community center and library in the Belle Haven neighborhood.
2. Designate the project as a priority project and direct staff to prioritize timely project approvals, plan check and permitting reviews.
3. Direct staff to develop a draft agreement with Facebook, Inc. that documents project development details related to design, construction, financing, operations, and maintenance for the City Council's consideration.
4. Accept the public engagement outline for the project presented to the City Council on January 28, 2020 identifying the level of public engagement the role City Council advisory bodies and the community, as a joint effort with Facebook and led by the City.
5. Revise the scope of work with Noll and Tam for design assistance on the project to provide expertise on programmatic requirements, performance criteria, and act as a subject matter expert, as needed up to the current contract amount of \$160,000.
6. Direct staff to identify a project budget and recommend contracting authority modifications specific to this project for items not included in the offer.
7. Amend the fiscal year 2019-20 budget to merge the Belle Haven Branch Library project and the Belle Haven Youth Center Improvement project into a single Belle Haven community center and library project.
8. Direct staff to seek or identify funding for the replacement of the Belle Haven pool for inclusion as part of the project for the City Council's consideration.
9. Direct City staff and the City Council ad hoc subcommittee to develop a community process, including a timeline, to determine the name of the new multipurpose, multigenerational facility while reflecting history.
10. Direct staff to evaluate and propose specific environmental, sustainability, and resiliency goals for the project in order to understand project cost implications and tradeoffs.

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 twenty-eighth day of January, 2020, by the following votes:

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AYES: Carlton, Mueller, Nash, Taylor

NOES: None

ABSENT: None

ABSTAIN: None

RECUSED: Combs

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this twenty-eighth day of January, 2020.



Judi A. Herren, City Clerk