



**CITY COUNCIL
SPECIAL AND REGULAR MEETING AGENDA**

Tuesday, October 9, 2012

5:30 p.m.

Menlo Park Council Chambers
701 Laurel Street, Menlo Park, CA 94025

5:30 P.M. CLOSED SESSION

- CL1.** Discussion with legal counsel pursuant to Government Code Section 54956.9 regarding existing litigation – 2 cases:
- (1) Town of Atherton, et al. v. California High Speed Rail Authority
Superior Court of California, County of Sacramento, Case No. 34-2008-80000022 (Atherton 1)
 - (2) Town of Atherton, et al. v. California High Speed Rail Authority
Superior Court of California, County of Sacramento, Case No. 34-2010-80000679 (Atherton 2)
- CL2.** Conference with legal counsel pursuant to Government Code Section 54956.9 regarding existing litigation: *City of Menlo Park vs. Ma Theresa Sylvia R. Salcedo, et al. San Mateo County Superior Court Case No.: CIV487703*

7:00 P.M. REGULAR SESSION

ROLL CALL – Cline, Cohen, Fergusson, Keith, Ohtaki

PLEDGE OF ALLEGIANCE

REPORT FROM CLOSED SESSION

ANNOUNCEMENTS

A. PRESENTATIONS AND PROCLAMATIONS

- A1.** Presentation by Assemblyman Rich Gordon regarding State activities
- A2.** Quarterly report from High Speed Rail legislative advocate
- A3.** Presentation by Marian Lee regarding Caltrain Modernization Program
- A4.** Presentation by CalTrans regarding the Willow/101 Interchange Reconstruction Project update

B. COMMISSION/COMMITTEE VACANCIES, APPOINTMENTS AND REPORTS

- B1.** Consider applicants for appointment to fill three vacancies on the Planning Commission ([Staff report #12-147](#))
- B2.** Report from the Environmental Quality Commission with a recommendation on consideration of potential groundwater irrigation well ([Attachment](#))
- B3.** Bicycle Commission quarterly report on the status of their 2-year Work Plan
- B4.** Housing Commission quarterly report on the status of their 2-year Work Plan

C. PUBLIC COMMENT #1 (Limited to 30 minutes)

Under “Public Comment #1”, the public may address the Council on any subject not listed on the agenda and items listed under the Consent Calendar. Each speaker may address the Council once under Public Comment for a limit of three minutes. Please clearly state your name and address or political jurisdiction in which you live. The Council cannot act on items not listed on the agenda and, therefore, the Council cannot respond to non-agenda issues brought up under Public Comment other than to provide general information.

D. CONSENT CALENDAR

- D1. Approve a resolution amending the City’s Conflict of Interest Code and biennial review ([Staff report #12-146](#))
- D2. Approve the response to the San Mateo County Civil Grand Jury Report, “Does San Mateo County Need 13 Separate Dispatch Centers?” ([Staff report #12-144](#))
- D3. Authorize the Public Works Director to accept the work performed by West Valley Construction Company, Inc. for the Chrysler Pump Station Discharge Pipe Replacement Project ([Staff report #12-143](#))
- D4. Reject the bid for the Santa Cruz Avenue Irrigation Replacement Project ([Staff report #12-145](#))
- D5. Authorize the City Manager to enter into an agreement with West Bay Sanitary District to provide equipment maintenance services ([Staff report #12-148](#))
- D6. Award a construction contract for the 2012 Resurfacing of Federal Aid Routes Project [Federal Aid Project No. 04-5273(021)] to G. Bortolotto & Co. Inc., in the amount of \$435,169.39 and authorize a total budget of \$572,169.39 for construction contingencies, material testing, and construction administration ([Staff report #12-150](#))
- D7. Abolish one Management Analyst position within the Police Department ([Staff report #12-149](#))
- D8. Accept minutes for the Council meetings of August 28, September 11, and September 18, 2012 ([Attachment](#))

E. PUBLIC HEARING

- E1. Adopt an interim Ordinance establishing a temporary moratorium on the establishment of payday lenders and auto title lenders within the City of Menlo Park ([Staff report #12-153](#))

F. REGULAR BUSINESS

- F1. Adopt a resolution to appropriate and authorize an increase of \$300,000 from the General Fund CIP Fund Balance for the City’s portion of local match of the East Palo Alto and Menlo Park Tidal Flooding Protection, Ecosystem Restoration, and Recreation Project, including staff support for this project, a joint project between the San Francisco Creek Joint Powers Authority, East Palo Alto and Menlo Park ([Staff report #12-154](#))

- F2.** Provide direction on whether to (A) continue the native tree and shrub planting project at Bedwell Bayfront Park funded by a State grant, (B) discontinue the project and try to renegotiate the grant with the State to plant trees in the Belle Haven Neighborhood, or (C) discontinue the grant ([Staff report #12-152](#))
- F3.** Approve the change from High Speed Rail Council Subcommittee to Rail Council Subcommittee and provide direction on the Rail Council Subcommittee Mission Statement and Statement of Principles, and Council's current position on Rail/High Speed Rail issues ([Staff report #12-151](#))
- F4.** Consider state and federal legislative items, including decisions to support or oppose any such legislation, and items listed under Written Communication or Information Item – None
- G. CITY MANAGER'S REPORT – None**
- H. WRITTEN COMMUNICATION – None**
- I. INFORMATIONAL ITEMS - None**
- J. COUNCILMEMBER REPORTS**
- K. PUBLIC COMMENT #2 (*Limited to 30 minutes*)**
Under "Public Comment #2", the public if unable to address the Council on non-agenda items during Public Comment #1, may do so at this time. Each person is limited to three minutes. Please clearly state your name and address or jurisdiction in which you live.
- L. ADJOURNMENT**

Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at <http://www.menlopark.org> and can receive e-mail notification of agenda and staff report postings by subscribing to the "Home Delivery" service on the City's homepage. Agendas and staff reports may also be obtained by contacting the City Clerk at (650) 330-6620. Copies of the entire packet are available at the library for viewing and copying. (Posted: 10/04/2012)

At every Regular Meeting of the City Council, in addition to the Public Comment period where the public shall have the right to address the City Council on the Consent Calendar and any matters of public interest not listed on the agenda, members of the public have the right to directly address the City Council on any item listed on the agenda at a time designated by the Mayor, either before or during the Council's consideration of the item.

At every Special Meeting of the City Council, members of the public have the right to directly address the City Council on any item listed on the agenda at a time designated by the Mayor, either before or during consideration of the item.

Any writing that is distributed to a majority of the City Council 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 for inspection at the Office of the City Clerk, Menlo Park City Hall, 701 Laurel Street, Menlo Park, CA 94025 during regular business hours. Members of the public may send communications to members of the City Council via the City Council's e-mail address at city.council@menlopark.org. These communications are public records and can be viewed by anyone by clicking on the following link: <http://ccin.menlopark.org>

City Council meetings are televised live on Government Access Television Cable TV Channel 26. Meetings are re-broadcast on Channel 26 on Thursdays and Saturdays at 11:00 a.m. A DVD of each meeting is available for check out at the Menlo Park Library.

Live and archived video stream of Council meetings can be accessed at: http://menlopark.granicus.com/ViewPublisher.php?view_id=2 Persons with disabilities, who require auxiliary aids or services in attending or participating in City Council meetings, may call the City Clerk's Office at (650) 330-6620.

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ADMINISTRATIVE SERVICES DEPARTMENT

Council Meeting Date: September 18, 2012
Staff Report #: 12-147

Agenda Item #: B-1

COMMISSION APPOINTMENTS: Consider applicants for appointment to fill three vacancies on the Planning Commission

RECOMMENDATION

Staff recommends appointing applicants to fill the three vacancies on the Planning Commission.

BACKGROUND

Staff has been recruiting for the vacant positions by publishing press releases in the *Daily News* and notices being posted on the City's website and City bulletin board. On October 2, 2012, the City Council interviewed Planning Commission applicants, except Honor Huntington who was unavailable.

There are three vacancies on the Planning Commission due to expiring terms of Katie Ferrick, John Kadvany and Peipei Yu. One appointment will serve through April 30, 2015 and two applicants appointed will serve through April 30, 2016. This will complete the Planning Commission recruitment consolidation approved on May 4, 2010.

Applicants for the vacancy:

- Jym Clendenin
- Fran Dehn
- Katie Ferrick (requesting re-appointment)
- Michael Holy
- Honor Huntington
- John Kadvany (requesting re-appointment)
- Raymond Neal
- John Onken
- Keith Rocha
- Katherine Strehl
- Shannon Thoke
- Shawn Thompson

ANALYSIS

Pursuant to City Council Policy CC-01-0004 (Attachment A), commission members must be residents of the City of Menlo Park and serve for designated terms of four years, or through the completion of an unexpired term.

In addition, the Council's policy states that the selection/appointment process shall be conducted before the public at a regularly scheduled meeting of the City Council. Nominations will be made and a vote will be called for each nomination. Applicants receiving the highest number of affirmative votes from a majority of the Council present shall be appointed.

IMPACT ON CITY RESOURCES

Staff support for selection of commissioners is included in the FY 2011-12 Budget.

POLICY ISSUES

Council Policy CC-01-0004 establishes the policies, procedures, roles and responsibilities for the City's appointed commissions and committees.

Currently the budget metrics set a goal of two applications for each appointment.

ENVIRONMENTAL REVIEW

The proposed action does not require environmental review.

Signature on file
Margaret S. Roberts, MMC
City Clerk

PUBLIC NOTICE: Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS:

- A – Excerpt from Council Policy CC-01-0004, pages 4-5
- B – Commission Applications

Attachment B will not be available on-line, but is available for review at City Hall in the City Clerk's Office during standard City operating hours.

City of Menlo Park		City Council Policy
Department City Council Subject Commissions/Committees Policies and Procedures and Roles and Responsibilities	EXCERPT FROM PAGES 4 AND 5	Effective Date 3-13-01
	Approved by: Motion by the City Council on 03-13-2001; Amended 09-18-2001; Amended 04-05-2011	Procedure # CC-01-0004

G. Memberships

Appointments/Oaths

1. The City Council is the appointing body for all Commissions and Committees. All members serve at the pleasure of the City Council for designated terms.
2. All appointments and reappointments shall be made at a regularly scheduled City Council meeting, and require an affirmative vote of not less than a majority of the Council present.
3. Prior to taking office, all members must complete an Oath of Allegiance required by Article XX, §3, of the Constitution of the State of California. All oaths are administered by the City Clerk or his/her designee.
4. Appointments made during the middle of the term are for the unexpired portion of that term.

Application/Selection Process

1. The application process begins when a vacancy occurs due to term expiration, resignation, removal or death of a member.
2. The application period will normally run for a period of four weeks from the date the vacancy occurs. If there is more than one concurrent vacancy in a Commission, the application period may be extended. Applications are available from the City Clerk’s office and on the City’s website.
3. The City Clerk shall notify members whose terms are about to expire whether or not they would be eligible for reappointment. If reappointment is sought, an updated application will be required.
4. Applicants are required to complete and return the application form for each Commission/Committee they desire to serve on, along with any additional information they would like to transmit, by the established deadline. Applications sent by fax, email or submitted on-line are accepted; however, the form submitted must be signed.
5. After the deadline of receipt of applications, the City Clerk shall schedule the matter at the next available regular Council meeting. All applications received will be submitted and made a part of the Council agenda packet for their review and consideration. If there are no applications received by the deadline, the City Clerk will extend the application period for an indefinite period of time until sufficient applications are received.
6. Upon review of the applications received, the Council reserves the right to schedule or waive interviews, or to extend the application process in the event insufficient applications are received. In either case, the City Clerk will provide notification to the applicants of the decision of the Council.
7. If an interview is requested, the date and time will be designated by the City Council. Interviews are open to

City of Menlo Park		City Council Policy
Department City Council Subject Commissions/Committees Policies and Procedures and Roles and Responsibilities	EXCERPT FROM PAGES 4 AND 5	Effective Date 3-13-01
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the public.

8. The selection/appointment process by the Council shall be conducted open to the public. Nominations will be made and a vote will be called for each nomination. Applicants receiving the highest number of affirmative votes from a majority of the Council present shall be appointed.

9. Following a Council appointment, the City Clerk shall notify successful and unsuccessful applicants accordingly, in writing. Appointees will receive copies of the City’s Non-Discrimination and Sexual Harassment policies, and disclosure statements for those members who are required to file under State law as designated in the City’s Conflict of Interest Code. Copies of the notification will also be distributed to support staff and the Commission/Committee Chair.

10. An orientation will be scheduled by support staff following an appointment (but before taking office) and a copy of this policy document will be provided at that time.



June 6, 2012

To: City Council

From: Environmental Quality Commission

Subject: Discuss EQC Action and Recommendation to City Council on Consideration of Potential Groundwater Irrigation Well

Recommendation to City Council

This is an information report. Council Action is not required.

Background

At the EQC's regular monthly meeting in February 2012, the Commission and a number of members of the community heard presentations from Engineering Services Manager, Matt Oscamou, and Associate Civil Engineer, Pam Lowe, regarding use of a potential groundwater irrigation well as an alternative water supply to reduce the City's use of Hetch Hetchy water.

After comments from 14 members of the community, questions of staff and discussion among commissioners, the EQC passed a recommendation to the City Council (6-0-1 Kunz-Duriseti absent) that "any specific proposals for groundwater use, including the cost, siting, or the like should be considered after:

1. A city grey water plan is developed; and
2. The city engages with the San Mateo County to clarify long term water rights for the San Francisquito Creek Aquifer."

At the EQC meeting, there were public comments regarding the placement of the well on public property with regard to open space zoning and other siting issues. There were also multiple comments regarding the use of scarce water resources, and concerns regarding the use of public water resources for private purposes.

The EQC assessed that the issues regarding the use of scarce water resources were the most important environmental consideration. Therefore, the EQC recommendation did not address siting and other issues regarding the specific, currently-proposed groundwater irrigation well project. Therefore, the EQC would like to clarify two points.

First, developing a grey water plan and clarifying long-term water rights to San Francisquito Creek Aquifer should be addressed before this or any other similar project is considered. The EQC is prepared to partner with Council and City staff in addressing these points should Council decide to move in this direction.

Second, if City Council goes forward to consider this project, the EQC will make a presentation to Council regarding the EQC's recommendation. If this project is withdrawn at this time and is not presented to Council for further recommendation, then following the EQC's work plan, the EQC will work on water policy issues and potential needs that were raised by this proposed project.

Next Steps

A representative from the EQC will appear before City Council to explain the EQC's groundwater irrigation well recommendation and meeting summary, and in addition, upon City Council request, the EQC will assist City Council and staff with development of plans for long term grey water management plan and for clarification of aquifer water rights. We thank you for your interest in EQC recommendations.

Relation to the Environmental Quality Commission's Work Plan

The Environmental Quality Commission's 2011-2012 Work Plan has identified water management as a priority, and providing advisement on water management is consistent with the EQC's work plan.

Attachment A: Excerpt from EQC February 2012 Minutes

Portion of February 2012 EQC minutes concerning potential Groundwater Irrigation Well project

A. REGULAR BUSINESS

- B1.** Discuss a recommendation to the City Council to allow further consideration for a groundwater irrigation well, pending environmental review and approval through the CEQA process, as an alternative water supply to reduce the City's use of Hetch Hetchy water ([Attachment](#))

Staff presentation by Matt Oscamou, Engineering Services Manager and Pam Lowe, Associate Civil Engineer ([Attachment](#))

Public Comment

Mary Kuechler expressed concern about placing the well in an open space zone and the precedent set in using zoned open space for this type of project, and requested that an alternate site be found to locate the well. (Against Project)

Bob Wilkes expressed concern about the proposed use of the city's important resources (recreational-use parks) and the possibility of water costs going up over time. (Against Project)

Marjorie Zimmerman expressed concern over the use of the city's precious resources (water, open space) and the allocation of water and public park space in the proposed project. (Against Project)

Don Ellis expressed concern over the proposed use of Nealon Park for commercial or private use and the disruption to city during the construction time for the proposed project. (Against Project)

David Alfano emphasized the importance of preserving natural resources in city (water, open space) and expressed concern that the proposed project sells vital natural resources to a private source. Also, suggested that the proposed pipeline infrastructure to obtain recycled water in Palo Alto and/or Redwood City should be more formally considered and suggested the development of an ordinance banning private development in open space zoning should be considered within Menlo Park. (Against Project)

John Reiner, an engineering consultant for Sharon Heights Country Club, was present to speak to the project as needed.

Brielle Johnck expressed concern over the prioritization of water for golf and where the incentives for the proposed project were coming from (BAWSCA or SHGCC). Also, mentioned the differences in county-level policies regarding regulations of aquifer water and suggested the city examine this more carefully regarding future planning of its natural resources. (Against Project)

Andrew Boone expressed concern over prioritization of water for golf, whether any residents of Menlo Park are in favor of this proposed project, staff time already devoted to this project, and whether the city might get revenue for this precious resource in the currently proposed plan. (Against Project)

Robin Driscoll conveyed that the SHGCC has implemented numerous conservation measures to be a good steward of open space and water and has gone through extensive studies to get the project (which addresses pressures from SFPCU and BAWSCA) where it is today. (For Project)

Joe Francesconi donated time to Robin Driscoll. (For Project)

Steve Zales expressed belief that the golf course is acting in a responsible matter and that the proposed project has important benefits to the city, with the challenge of locating the well. (For Project)

Steve Schmidt expressed concern that the project is not about water conservation and that continued use of aquifer water without any regulation may lead to (i) salt water intrusion, (ii) ground subsidence, (iii) settling of the water table such that certain users may no longer be able to tap into it. Also, suggested that the discussion of the project be tabled until the County of San Mateo comes up with regulations or plan for use of ground water. (Against Project)

John Rayner expressed support for Menlo Park exploring solutions to water demands that are economical and sustainable. Also, expressed support for this project since it is no cost to the city, occupies a small footprint, and uses a third of the aquifer water. (For Project)

Elizabeth Houck expressed concern that the proposed project is not a good use of the city's natural resources as: (i) the water leaving the ground would belong to CalWater and a price not negotiated, (ii) water conservation is not part of the project, (iii) the water used in the project could be used to serve 4,000 residents per year, and (iv) cone of subsidence around the well. (Against Project)

Commissioners directed questions to staff around the proposed irrigation well project.

Commissioner Comments

Kristin Kuntz-Duriseti expressed belief that the city needs to address grey water issues and how to handle grey water access within the city. Also, recommended that the two issues be separated from each other: (i) a grey water plan for Menlo Park and a policy for accessing water from the aquifer, and (ii) the proposed irrigation well for the SHGCC and payment around that project.

NOTE: K. Kuntz-Duriseti left the meeting at 9:00 p.m.

Adina Levin expressed concern that the proposed project takes a scarce resource that is currently not being managed at the city or county level and offer this resource to a private business. Indicated belief that the city should have a strategy in place for its groundwater resources prior to considering projects of this nature, and pointed to examples of public-private partnerships (such as transit shuttles) that can benefit all residents.

Douglas Scott expressed concern that to drop the project would limit the city's options and result in the city missing the opportunity to take advantage of this resource. Also, expressed concern that waiting for a county-level plan to be in place would result in the city missing out on this proposed opportunity.

Chris DeCardy indicated general support for projects that include private-public partnerships and support for further considering this specific project. However, indicated the following points should be addressed: (i) the time urgency to move forward is unclear, but it does not appear that there is immediate time urgency around this project; (ii) there are nested sets of questions, e.g., what particular arrangement of public-private partnership should be in place, can the well be located in the right place, can a financial arrangement be put in place that is beneficial to the city; (iii) the city should have in place a broad grey water plan before moving forward with considering these types of projects; (iv) the county should have a plan around this resource (and the city should engage with the county around developing such a policy)

Scott Marshall indicated he is not comfortable recommending that the city pursue this project given the lack of information available at this stage and the numerous questions being raised. Also, indicated belief that a project of this nature should benefit all residents of Menlo Park and that it is a priority for the city to develop a larger plan for water resources.

Christina Smolke indicated support for the need to have a broader city plan in place for grey water in order to evaluate these types of project proposals and expressed concern around using zoned open space for these types of projects.

Mitch Slomiak indicated support for good partnerships between public-private entities and having a broader policy in place prior to considering and weighing this opportunity.

ACTION: Motion and Second (DeCardy/Levin) to recommend to the City Council that any specific proposals for groundwater use, including the cost, siting, or the like should be considered after:

1. A city grey water plan is developed; and
2. The city engages with San Mateo County to clarify long term water rights for the San Francisquito Creek Aquifer.

The motion passes 6-0-1 (Kuntz-Duriseti absent).

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ADMINISTRATIVE SERVICES DEPARTMENT

Council Meeting Date: October 9, 2012

Staff Report #: 12-146

Agenda Item #: D-1

CONSENT CALENDAR: Adopt a Resolution Amending the City's Conflict of Interest Code and Biennial Review

RECOMMENDATION

Staff recommends that the City Council adopt the proposed Resolution amending the City's Conflict of Interest Code.

BACKGROUND

The Political Reform Act of 1974 requires that cities and other local agencies adopt local Conflict of Interest Codes. Menlo Park's code requires disclosure of financial interests of certain employees, consultants and members of Boards and Commissions if these persons are likely to be involved in decision-making that could affect their own financial interests.

All public employees must comply with the State's general conflict of interest laws by abstaining from influencing or making decisions that would affect their own financial interests. Additionally, employees who hold positions designed in the City's Conflict of Interest Code must disclose specified types of financial interests on annual financial disclosure statements that are filed with the City Clerk. The City's local code does not include the City Council, Planning Commission, City Manager, City Attorney or Treasurer. These positions are required under Government Code §87200 to report to the Fair Political Practices Commission (FPPC). No other Commissions are required to report under the City's Conflict of Interest Code as the City Attorney has determined they are advisory to the Council only.

ANALYSIS

The City Council last amended the Menlo Park Conflict of Interest Code on October 21, 2008, by Resolution Number 5955. State law requires every local governmental agency to periodically review its conflict of interest code to determine whether it is accurate and up-to-date.

The list of designated positions is proposed to be amended to add, delete and rename positions in order to reflect the City's current position classifications, duties and

nomenclature. The proposed list of designated positions is attached to the resolution. Recommendations for additions to the list are underlined, deletions are shown with ~~strikethrough~~ and classification title changes are in *italics*. Each department head has reviewed the positions proposed for inclusion in their respective departments and submitted their recommendations.

IMPACT ON CITY RESOURCES

There is no impact on City resources.

POLICY ISSUES

The proposed action is consistent with City Policy.

ENVIRONMENTAL REVIEW

Environmental review is not required.

Margaret S. Roberts
City Clerk

PUBLIC NOTICE: Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENT:

A – Resolution with Exhibits

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
AMENDING THE CITY'S CONFLICT OF INTEREST CODE FOR
DESIGNATED EMPLOYEES, CONSULTANTS, BOARDS, AND
COMMISSIONS OF THE CITY OF MENLO PARK**

WHEREAS, provisions of the Political Reform Act requires local agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission (FPPC) has adopted a regulation, Title 2 , Division 6, California Code of Regulations section 18730, which contains the terms of a model conflict of interest code which meets the requirements of the Political Reform Act; and

WHEREAS, Title 2 California Code of Regulations section 18730 has been incorporated by reference in the City's Conflict of Interest Code; and

WHEREAS, the City's Conflict of Interest Code also includes, Exhibit A – 2012 Conflict of Interest Code detailing the designated positions and disclosure categories; and

WHEREAS, said Exhibit contains the listing of designated positions and disclosure categories which have been reviewed, and this review has disclosed that they should be amended to reflect current conditions; and

WHEREAS, the City of Menlo Park has previously adopted Resolution No. 5955, adopting a conflict of interest code for various City employees, consultants, boards, and commissions.

NOW, THEREFORE, BE IT RESOLVED that the terms of Title 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the FPPC shall, along with Exhibit A – 2012 Conflict of Interest Code for the City of Menlo Park, which are attached hereto incorporated herein by reference, in which members, employees, and consultants are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the City of Menlo Park; and

BE IT FURTHER RESOLVED that all designated members, employees, and consultants of the City of Menlo Park set forth on Exhibit A –2012 Conflict of Interest Code shall file statements of economic interest with the City Clerk of the City of Menlo Park; and

BE IT FURTHER RESOLVED that Resolution No. 5955 is repealed by the adoption of this resolution, which shall control over prior versions.

I, Margaret S. Roberts, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the ninth day of October, 2012, 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 ninth day of October, 2012.

Margaret S. Roberts, MMC
City Clerk

Exhibit A

**CONFLICT OF INTEREST CODE FOR THE
CITY OF MENLO PARK**

The Political Reform Act, Government Code Section 81000, et seq., requires state and local agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, California Code of Regulations Title 2, Section 18730, which contain the terms of a standard conflict of interest code. It can be incorporated by reference. Therefore, the terms of California Code of Regulations Title 2, Section 18730 and any amendments to it and duly adopted by the Fair political Practices Commission are hereby incorporated by reference and, along with the attached Appendix in which employees and consultants are designated and disclosure obligations are set forth, constitute the City of Menlo Park Conflict of Interest Code.

Designated employees and consultants shall file statements of economic interests with the City Clerk by the appropriate deadline.

=====

CONFLICT OF INTEREST
FOR DESIGNATED POSITIONS
AND DISCLOSURE OBLIGATIONS¹
(Adopted)

Acting/Assistant City Attorney
Arborist
Assistant City Manager
Assistant Director of Public Works
Associate Planner
~~Belle Haven Community School Director~~ Family Services Program Manager (This is a classification title change)
Branch Library Manager
Building Official
Business Development Manager
Business Development Specialist
Chief of Police
City Clerk
Deputy City Clerk
~~Deputy City Manager~~/Director of Public Works (This is a classification title change)
Development Services Manager
Director of Community Development
Director of Community Services
Director of Library Services
Engineering Services Manager
Environmental Programs Manager
~~Environmental Programs Specialist~~ (This classification title has been eliminated)
Executive Secretary to the City Manager
Financial Services Manager
Fleet Supervisor
Gymnastics Program Coordinator (This is a new reporting classification)
~~Housing Manager~~ (This classification title has been eliminated)
~~Housing Rehab/Finance Specialist~~ (This classification title has been eliminated)
Information Services Manager
~~Maintenance and Facilities Supervisor~~ (This is a classification title change)
Parks and Trees Supervisor
~~Personnel and Information Services Director~~ (This classification title has been eliminated)
Personnel Analyst
Police Commander
~~Recreation Services Manager~~ (This classification title has been eliminated)
Recreation Program Coordinator (This is a new reporting classification)
Recreation Supervisor (This is a new reporting classification)
Revenue and Claims Manager

¹ Positions covered under Government Code §87200 (City Council, Planning Commission, City Manager, City Attorney, and Finance Director) are not covered by the local Conflict of Interest Code.

Senior Planner
 Senior Recreation Supervisor
 Senior Civil Engineer
 Senior Transportation Engineer
~~Social Community Services Manager~~ (This is a classification title change)
 Streets and Water Supervisor
~~Supervising Engineer~~ (This classification title has been eliminated)
Youth Services Coordinator (This is a new reporting category)

Consultant / Contract employees

Chief Operator – Menlo Park Municipal Water District

Contract Planner

Transportation Consultant

Other consultant and/or contract employees hired after adoption shall be evaluated on a case by case basis to determine necessity to file.

Consultants:

An individual is a consultant if either of the following apply: 1) the person serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by a person holding a position specified or that should be specified in the City's Conflict of Interest Code; or 2) the person makes a governmental decision listed in 2 CCR Section 19701(a)(2).

The City Manager and/or the City Attorney may determine in writing that a particular consultant is hired to perform a range of duties that are limited in scope and thus is not required to comply with the disclosure obligations in the Conflict of Interest Code. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's and/or the City Attorney's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Disclosure Obligations:

All designated employees and consultants required to file under the City of Menlo Park Conflict of Interest Code must disclose in the following categories as defined by the FPPC:

- Investments (Stocks, bonds and other interests)
- Investments, Income and Assets of Business Entities/Trust
- Interests in Real Property
- Income, Loans and Business Positions (Income other than gifts and travel payments)
- Income – Gifts
- Travel Payments, Advances and Reimbursements

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POLICE DEPARTMENT

Council Meeting Date: October 9, 2012
Staff Report #: 12-144

Agenda Item #:D-2

CONSENT CALENDAR: Approve the response to the San Mateo County Civil Grand Jury Report “Does San Mateo County Need 13 Separate Police Dispatch Centers?”

RECOMMENDATION

Staff recommends that the City Council approve the attached response to the San Mateo County Civil Grand Jury Report “Does San Mateo County Need 13 Separate Police Dispatch Centers?” dated July 17, 2012.

BACKGROUND

The San Mateo County Grand Jury filed a report questioning the need for 13 Separate Police Dispatch Centers in San Mateo County. The Grand Jury issued a letter to each city in San Mateo County requiring a written response, approved in a public City Council meeting by October 15, 2012. The attached letter has been written in response to the Grand Jury findings and recommendations.

ANALYSIS

Staff reviewed and analyzed numerous reports/documents submitted by other city and county agencies, the San Mateo County Board of Supervisors and the San Mateo Communication Manager’s Association in response to the Grand Jury’s report.

The Menlo Park response included some of the relevant findings and recommendations gleaned from this analysis.

IMPACT ON CITY RESOURCES

Approving and submitting a response to the Grand Jury report has no direct impact on City resources.

POLICY ISSUES

There are no policy implications.

ENVIRONMENTAL REVIEW

No environmental assessment is required.

Signature on File
Lee G. Violett
Police Chief

Signature on file
Alex D. McIntyre
City Manager

ATTACHMENTS

Attachment A - City of Menlo Park Response Letter
Attachment B - Grand Jury Report



CITY OF MENLO PARK
701 LAUREL STREET, MENLO PARK, CA 94025-3483
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September 27, 2012

The Honorable Gerald J. Buchwald
Judge of the Superior Court
Hall of Justice
400 County Center, 8th Floor
Redwood City, CA 94063-1655

Re: Grand Jury Report – “Does San Mateo County Need 13 Separate Police Dispatch Centers?”

Dear Judge Buchwald:

The Menlo Park City Council received the above referenced San Mateo County Civil Grand Jury Report in July 2012. The report identifies certain findings and recommendations, and requests that the City Council respond in writing to those findings and recommendations no later than October 15, 2012.

Regarding the “findings” of the San Mateo County Civil Grand Jury, Council was requested to respond with one of the following:

1. Council agrees with the finding.
2. Council disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed, and shall include an explanation of the reasons therefore.

Regarding the “recommendations” of the San Mateo County Civil Grand Jury, Council was requested to report one of the following actions:

1. The recommendation has been implemented, with a summary regarding the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.

4. The recommendation will not be implemented because it is not warranted or reasonable, with an explanation therefore.

The City of Menlo Park responds to the San Mateo County Civil Grand Jury's report as follows:

Finding

1. In San Mateo County there are 15 different fire departments or districts, all of which use the Public Safety Communications Center for dispatch. The Redwood City Fire Station on Marshall Street is the back-up facility for fire dispatch.

Response

The City of Menlo Park partially disagrees with this response. There are actually 18 different fire departments or districts, all of which use Public Safety Communications for dispatch. The 18 agencies are: Belmont Fire, Brisbane Fire*, Colma Fire Protection District, Cal Fire/San Mateo County Fire, Central County Fire (Burlingame and Hillsborough), Daly City Fire*, Foster City Fire**, Cal Fire (Half Moon Bay), Menlo Park Fire Protection District (Atherton, East Palo Alto and Menlo Park), Millbrae Fire*, Pacifica Fire, Coastside Fire Protection District, Redwood City Fire***, San Bruno Fire*, San Carlos Fire, San Mateo Fire**, South San Francisco Fire, and Woodside Fire Protection District.

*Agencies are part of North County Fire Joint Powers Agreement. **Agencies share management. ***Redwood City Fire provides administrative oversight.

The City of Menlo Park agrees that the Redwood City Fire Station on Marshall Street is the back-up facility for fire dispatch.

Finding

2. There are 16 Police Departments in the County, including the San Mateo County Sheriff.

Response

The City of Menlo Park disagrees with this response: There are 15 municipal agencies, one (1) special district and the Sheriff's Office for total of 17 law enforcement agencies.

The 16 municipal agencies are: Daly City, Brisbane, Colma, Pacifica, South San Francisco, San Bruno, Burlingame, Hillsborough, San Mateo, Belmont, Foster City, Redwood City, Menlo Park, East Palo Alto and Atherton. Broadmoor (a special district) and the San Mateo County Sheriff's Office which also provide contract police services for the Cities of San Carlos, Millbrae and Half Moon Bay.

Finding

3. The number of police dispatch centers in the County has been reduced from 22 to 13 over the last 12 years.

Response

The City of Menlo Park disagrees with this finding. The number of police dispatch centers in San Mateo County has been reduced from 16 to 13 in the past 12 years.

The cities/towns of Daly City, Colma, South San Francisco, San Bruno, Burlingame, Hillsborough, San Mateo, Foster City, Belmont, Redwood City, Menlo Park, Atherton and San Mateo County operate police dispatch centers.

Public Safety Communications provides dispatch services for the Sheriff's Office, contract police dispatch services for East Palo Alto, Broadmoor, Half Moon Bay, San Carlos, Millbrae, Woodside and Portola Valley. San Mateo P.D. provides contract police dispatch for Brisbane. South San Francisco provides contract police dispatch services for Pacifica and night/weekend service for Colma.

The only dispatch centers to be contracted out in the past 12 years are Millbrae in 2005, San Carlos in 2006 and Pacifica in 2011.

Finding

4. For those cities operating their own dispatch centers the average cost per call is \$30.04. For those cities contracting out dispatch the average cost per call is \$18.45. Some of the cost difference is due to the fact that dispatchers in many cities perform additional duties while cities that contract out are just paying for dispatch services.

Response

The City of Menlo Park partially disagrees with this finding. Any attempt at comparing the cost per call would be complex when analyzing data received from 13 different dispatch centers. Duties and responsibilities vary among dispatch centers making it particularly difficult to present accurate comparative data.

For example, the Menlo Park Records Bureau is open to the public during regular business hours. At all other times, including weekends and holidays, members of the community can directly access our dispatchers in the front lobby of the police department. Dispatchers issue overnight parking permits, process and collect payment for vehicle releases, answer the department's business telephones, assist the public with reporting crimes and respond to a myriad of other routine community needs. As with other dispatch centers, these ancillary duties are included in their budgets and would need to be removed in order to provide an accurate comparison. Additionally, if dispatch services were contracted out, the cost for these ancillary services would remain.

Regardless, the City of Menlo Park believes that consolidating dispatch centers can be a cost effective approach.

Finding

5. Pacifica and San Carlos each realized large cost savings when they contracted with other cities for police dispatch. These savings, taken together with the low cost per call noted above for cities contracting out dispatch, demonstrate that consolidation of police dispatch represents a significant cost reduction opportunity for cities with a standalone police dispatch function.

Response

The City of Menlo Park agrees that the consolidation of dispatch centers has the potential for cost savings.

Finding

6. Some municipal police dispatch centers have only one dispatcher on duty at certain times. Some have a minimum of two.

Response

The City of Menlo Park agrees with this finding

Finding

7. Larger police dispatch centers have dedicated dispatch teams, not distracted by tangential responsibilities, and tend to provide better training programs for the intense dispatch job.

Response

The City of Menlo Park partially disagrees with this finding. The Menlo Park Police Department meets or exceeds California Peace Officer Standards and Training (POST) standards. Menlo Park also uses the POST Learning Portal for WEB based training along with training on policies through Lexipol LLC and our Policy Manual.

The Menlo Park Police Department has sufficient dispatch staff on-duty at all times to handle critical incidents. This also provides the flexibility to have dispatchers handle some clerical tasks during periods of low activity thus maximizing employee productivity.

Finding

8. The PSC has a minimum of nine dispatchers on duty at all times.

Response

The City of Menlo Park agrees with this finding. There are four (4) law enforcement consoles, three (3) Fire consoles, one (1) Emergency Medical Services console and one supervisor on duty at all times.

Finding

9. There is no back-up for the law enforcement dispatch portion of the PSC, even though the PSC itself is a back-up center for other police dispatch centers in the County.

Response

The City of Menlo Park agrees with this finding.

Finding

10. No single dispatch site is currently available that can handle all police dispatch. Several dispatch centers, including South San Francisco, the City of San Mateo, Redwood City, Menlo Park and the PSC, have facilities with the capacity to expand to provide police dispatch services to additional jurisdictions.

Response

The City of Menlo Park agrees with this finding.

Finding

11. The County Sheriff owns, and the PSC operates, the "Green Channel" (a proprietary radio communications channel) which enables interoperability across all law enforcement departments and through which mutual aid from emergency-response agencies is achieved.

Response

The City of Menlo Park partially disagrees with this finding. The license holder of the "green" channel is the San Mateo County Sheriff's Office. The "green" channel is considered a mutual aid asset. This asset is "owned" by all the cities in San Mateo County through the Office of Emergency Services Joint Powers Agreement. Maintenance and replacement costs are funded by City and County contributions to the Office of Emergency Services.

Finding

12. All those interviewed believe that dispatch consolidation is beneficial, and most of those interviewed believe the County should have more than one dispatch center.

Response

The City of Menlo Park agrees in concept with the finding but cannot comment directly on interviews conducted by the Grand Jury.

Finding

13. Factors that hinder consolidation include the perceived need for local dispatchers, the fact that some dispatchers also have other responsibilities, the incompatibility of equipment, and differences in the levels of service offered by various police departments. Grand Jury interviews revealed that cities that have completed consolidation of police dispatch have found these issues to be manageable.

Response

The City of Menlo Park agrees with this finding.

Finding

14. Elected officials in some cities have been reluctant to consolidate police dispatch.

Response

The City of Menlo Park agrees with this finding.

Finding

15. All cities that have outsourced police dispatch services, either to other cities or to the County, pay considerably less for dispatch services without degradation of service.

Response

The City of Menlo Park agrees with this finding. However, most if not all cities that have outsourced dispatch services or contracted with San Mateo County Public Safety Communications have been smaller agencies. Larger agencies may not realize similar cost savings and actually end up paying more for similar levels of service. More study is required in this area.

Recommendations

The Grand Jury recommends to the City Councils of the Cities of San Mateo County that:

1. "Off-peak hour" programs be implemented in which smaller cities contract with larger dispatch centers to take over dispatch during off-peak hours such that no city has fewer than two dispatchers on duty at any one time.

Response

The recommendation has been partially implemented. The City of Menlo Park is in the process of upgrading its 911 system with work to begin prior to 2013. This upgrade will provide opportunities to enhance "Off Peak Hours" programs with other agencies.

2. The City Council members take a leadership role on behalf of their constituents to drive consolidation of police dispatch across the County.

Response

The recommendation has been historically implemented. The City of Menlo Park has been a leader in consolidation. For nearly five years, the Menlo Park Police Department provided contract dispatch services for the City of San Carlos demonstrating an openness and willingness to pursue opportunities for shared services.

The contract between the City of Menlo Park and the City of San Carlos ended in late 2011 following the disbanding of the San Carlos Police Department which now contracts with the San Mateo County Sheriff's Office for law enforcement services and Public Safety Communications. The Menlo Park City Council will continue to take a leadership role to drive consolidation and/or shared dispatch services.

Sincerely,

Alex D. McIntyre
City Manager
City of Menlo Park



Does San Mateo County Need 13 Separate Police Dispatch Centers?

[Issue](#) | [Background](#) | [Findings](#) | [Conclusions](#) | [Recommendations](#) | [Responses](#) | [Attachments](#)

Issue

Are multiple independent police dispatch centers in San Mateo County necessary or cost effective?

Summary

The population of the cities of San Mateo County is 720,000. This population is served by 15 fire departments and/or districts, including the County's, and 16 police departments including the Sheriff.¹ There is one dispatch center that deploys emergency information for fire and medical emergencies. Thirteen separate dispatch centers deploy emergency information for police.

Dispatch centers are those that respond to 9-1-1 calls for fire, medical and police. This Grand Jury report focuses on the redundancy of police dispatch centers in our County.

The Grand Jury advocates for continued consolidation of police dispatch services. Consolidation is good fiscal policy. All the cities that have consolidated—and the taxpayers in those cities—have benefitted fiscally from consolidation. Cities that have consolidated with other cities spend on average \$11.59 less per 9-1-1 call. Furthermore, dispatch consolidation enhances safety because it provides dispatch depth for handling large emergencies, justifies having a dedicated dispatch team not distracted by tangential responsibilities, and provides better training programs for the intense dispatcher job. Cities that have consolidated this service with other cities report no drop-off in the quality of service.

During the last 12 years, efforts to consolidate dispatch have been successful. The number of police dispatch centers has been reduced from 22 to 13. To continue and to accelerate the process, the elected leaders of the cities of San Mateo County should drive the effort to consolidate dispatch services and should not be distracted by perceived problems and pressures to resist change. Also smaller cities should contract with larger cities or the County Public Safety Communications Center to manage police dispatch during off-peak hours such that no city has less than two dispatchers on duty at any one time.

Background

Public safety dispatchers work in dispatch centers and are responsible for dispatching fire and medical crews and/or law enforcement officers to emergencies that occur within their

¹ Excludes the police district of Broadmoor.

jurisdictions. Dispatch centers receive and document incoming calls, transmit messages to appropriate personnel, and maintain logs of the daily activities with the help of computer aided dispatch systems (CADs). They operate 24 hours per day, 365 days per year.

What happens when you call 9-1-1 from a landline in San Mateo County? All 9-1-1 calls in San Mateo County are transmitted to dispatch centers. If you are calling 9-1-1 from a landline in one of the cities in Figure 1, your call will be received directly by dispatchers at the San Mateo County Public Safety Communications Center (PSC). The information you provide will be entered into a CAD that police dispatchers and dispatchers for fire and medical emergency at the PSC can instantly see. If you are calling from a landline in one of the cities in Figure 2, a dispatcher in a local police department will answer your call. If the call involves medical emergency or fire, that call will be forwarded to the PSC and entered into the CAD system there. The dispatcher answering the call will see the address from which a landline call is made.

What happens when you call 9-1-1 from a cell phone in San Mateo County?

If you are calling from a cell phone, the CAD will determine the area from which you are calling, but not your specific location, so more information will be required from you. Also, if there are no cell towers to triangulate your call, your call will be automatically routed to the California Highway Patrol, and several minutes may pass until you are connected to the nearest dispatch center. Forty to 60 percent of calls are from cell phones.

Fire and Medical dispatch

There are 15 different fire departments or districts in San Mateo County. Whether your call goes to the PSC directly as in Figure 1, or the call is forwarded from a police station per Figure 2, all 9-1-1 calls for fire and emergency medical services in the County are dispatched through a single operation, the PSC.

When you connect with the PSC for fire or emergency medical, the PSC will dispatch an Advanced Life Support provider from the closest fire station and the closest ambulance to the scene regardless of what city or district those emergency vehicles are in. If you live in an urban area, emergency personnel from your fire department should arrive within 6 minutes and an ambulance (or transport vehicle, as ambulances are sometimes called) should arrive within 13 minutes of your call—unless the ambulance call is specifically cancelled. Of non-police calls, about 4 percent are for fire and over 60 percent are for medical help. Others are for lock-outs and other non-emergency requests.

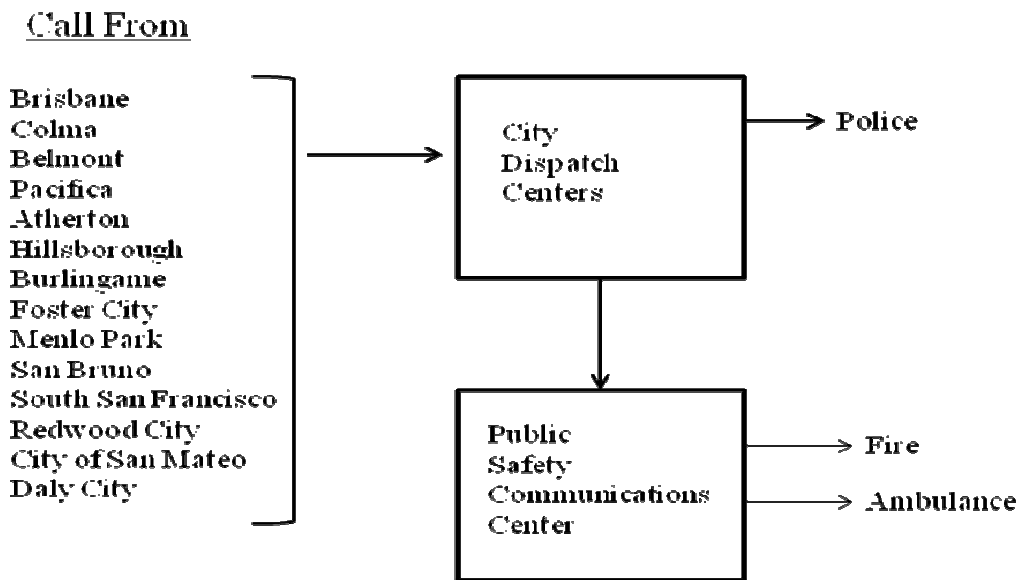
Police Dispatch

There are 16 Police Departments, including the San Mateo County Sheriff, in San Mateo County. Thirteen of those departments (including the Sheriff) maintain their own police dispatch. Two departments contract with other cities and one department contracts with the County for police dispatch. Five cities in the County do not have their own police departments; they contract with the Sheriff's Office for all police services including dispatch. This report focuses on police dispatch and the potential for consolidating police dispatch services.

Figure 1



Figure 2



Issues Pertaining to the Consolidation of Police Dispatch

Table 1 below shows how the 20 cities in San Mateo County, arranged by population, provide dispatch services. It is designed to show which cities contract out services, which cities manage their own and the comparative costs. With respect to call volume, note that some cities define call volume as the total number of calls received, while others define call volume as the number of calls to which dispatchers respond. With respect to the number of dispatchers, some cities may employ per diem dispatchers not included here and, in many cities, dispatchers have duties in addition to dispatch.

Table 1

SAN MATEO COUNTY CITIES THAT CONTRACT FOR POLICE DISPATCH

Agency	Contracts With	Population 2010	Call Volume	# Dispatchers	Annual Cost (\$)	Cost per Call (\$)
Brisbane	City of San Mateo	4,282	7,778		140,000	18
Town of Portola Valley	County*	4,353	2,454		40,820	17
Town of Woodside	County*	5,287	5,289		81,906	15
Half Moon Bay	County*	11,324	13,525		203,341	15
Millbrae	County*	21,532	21,000		233,832	11
East Palo Alto	County	28,155	32,000		799,081	25
San Carlos	County*	28,406	28,480**		461,000	17
Pacifica	SSF	37,234	28,196		600,000	21

*Also contracts for police services with County Sheriff

Average \$18.45

** 1year call volume before going to County

SAN MATEO COUNTY CITIES THAT PROVIDE OWN POLICE DISPATCH

Town of Atherton		7,500	6865	9*	\$328,392	48
Hillsborough		10,825	12,101	4	616,000	51
Belmont		25,835	27,525	5	729,936	27
Burlingame		28,806	30,864	6	891,491	29
Foster City		30,567	32,241	6	911,000	28
Menlo Park		32,026	44,161	8	1,583,192	39
San Bruno		41,114	28,959	6	831,714	29
South San Francisco		63,632	62,613	13	2,041,922	32
Redwood City		76,814	79,930	11	2,163,799	27
City of San Mateo		97,207	68,767	13	1,881,747	27
Daly City		101,823	72,632	16	2,041,305	28

Average \$30.04

* Atherton employs 9 part-time dispatchers.

Note: Some call volumes were extrapolated from less than 12 months data. Pacifica has been with SSF since 10/3/11.

Colma is not listed above because it contracts only its nighttime coverage to SSF and because its high cost per call is anomalous. Data for Colma is 1,792 population, 7,162 calls per year, 5 dispatchers, annual cost of \$897,700 and average cost per call of \$125.

1. Cost Effectiveness

The data from Table 1 demonstrate that it is less expensive to consolidate services with another agency than to run a standalone dispatch operation. The average cost per call for cities that contract out dispatch services is \$18.45 while the average cost for cities that operate their own dispatch is \$30.04. Not shown in Table 1 is that cities such as San Mateo, Redwood City, Menlo Park and South San Francisco can reduce their costs by bringing in one or more partners. As one city manager told the Grand Jury: expect a 15% to 20% in cost savings just from sharing overhead.

2. Dispatch Depth

Some small cities, per Table 1 above, have just a few dispatchers and may have only one dispatcher on duty at any given time.

For example, when the gas line in San Bruno exploded on September 9, 2010, at about 6:11 pm, there was only one dispatcher on duty in the San Bruno Police Department to handle a huge volume of 9-1-1 calls. The dispatcher was soon joined by one person from the Records Department, but they were overwhelmed by the number of calls. About 26 minutes later, personnel from the PSC and others arrived in San Bruno and set up Emergency Dispatch at the scene.

To prevent the one-dispatcher scenario, Colma has contracted with South San Francisco for night dispatch service. South San Francisco has a minimum of two dispatchers on duty at all times. The PSC has a minimum of 9 dispatchers at all times. All those interviewed believe that maintaining depth in dispatch centers is desirable.

Related to dispatch depth, some smaller cities lack critical mass to employ dispatchers or dispatch supervisors who are fully dedicated to the dispatch role. In these cases they are asked to assume additional responsibilities. Some of those interviewed by the Grand Jury expressed strong feelings that a dispatcher's job is intense and should not be combined with other-distracting responsibilities.

3. Levels of Service

Each city establishes its own level of service for police. For instance, some police departments respond to non-injury auto accidents while others do not. Concern is sometimes raised that the consolidated police dispatch center cannot handle these differences between jurisdictions effectively. In interviews the Grand Jury learned that these differences are typically accommodated without problem.

4. Technology Infrastructure

Every police dispatch center depends upon a complex assortment of hardware and software including CAD systems, records management systems and either digital or analog radio communications systems. From interviews the Grand Jury found that CAD systems used by the PSC and city police dispatch centers generally are not interoperable. Various system vendors and technologies have been utilized across the County. There are also new and emerging federal standards for public safety communications systems and, in some cases, federal grants are available for local government agencies to upgrade to newer systems.

Given the diversity of CAD, records management and communications systems used in law enforcement agencies across the County, systems migration represents an important factor to be evaluated whenever consolidation of dispatch centers is being considered. From interviews, the Grand Jury learned that technology consolidation can be and has been managed effectively in the several cases of police dispatch consolidation already completed in the County.

5. Some Police Dispatch Consolidation Experiences

Within San Mateo County three cities have contracted with other cities to provide dispatch services (not including the contracting of over-night dispatch by Colma to South San Francisco).

San Carlos – Menlo Park. In 2006, San Carlos contracted with Menlo Park for dispatch services. A 2008 report by the San Mateo County Civil Grand Jury investigated the impact of the consolidation.² The report noted that the one-time cost to the San Carlos Police Department for CAD and records management system consolidation was \$186,000. But the report also said that consolidation saved San Carlos approximately \$244,000 per year in reduced staffing costs, such that even in the first year savings were achieved. The report said that call response times for both cities remained at the same three to five minutes level that they were prior to the consolidation. The report concluded that the dispatch center consolidation "...has allowed both communities to have access to a state-of-the-art communications system that greatly enhances the ability of the police dispatchers to serve a much larger geographical area and still maintain the former high level of service. In the process, the consolidation has been financially beneficial to both SCPD and MPPD." It should be noted that San Carlos contracted with the County Sheriff's office for all law enforcement services including dispatch in late 2010.

Pacifica – South San Francisco. In 2011, as part of overall city budget cuts of \$1.5 million, the Pacifica Police Department was asked to reduce department expenses by \$630,000 per year. The Pacifica City Council approved the Police Department's recommendation to contract its police dispatch services to South San Francisco, saving Pacifica approximately \$300,000 per year. As was the case with San Carlos and Menlo Park, equipment modifications were required, and Pacifica received a \$300,000 federal grant to install a new and compatible records management system. Pacifica expected to save \$280,000 to \$300,000 in its first year of outsourcing dispatch services, although there were cost overruns in the transition. An official from Pacifica told that Grand Jury that the first six months with South San Francisco police dispatch has been excellent with the transition being almost seamless with no observable impact on response times.

Brisbane – San Mateo. In 2003, the City of Brisbane ended its contract for police dispatch with the PSC and contracted instead with the City of San Mateo, in order to take advantage of expanded services including a modernized records management system that the merger would provide. New software was required for the change. There was no fiscal impact cited for this change.³ The current annual cost to Brisbane is \$140,000.

² http://www.sanmateocourt.org/documents/grand_jury/2007/police_com_services.pdf

³ <http://mail.smrn.com/pipermail/brsnet/2003-August/000348.html> Staff reports. See VIII, item A.

In interviews the Grand Jury heard that South San Francisco, the City of San Mateo, Menlo Park, Redwood City, and the PSC all have the capacity to extend their dispatch services to additional cities.

6. The County Dispatch Option

As was noted above, the dispatch relationship between Menlo Park and San Carlos ended when San Carlos contracted with the San Mateo County Sheriff for police services. All cities that contract with the Sheriff for police also use the PSC for dispatch, per Table 1 above. Six cities contract with the PSC through the Sheriff, and one city, East Palo Alto, has its own police department but contracts with the PSC for dispatch.

The PSC employs 10 police dispatchers and 15 fire dispatchers. Eight of its dispatchers are cross-trained to execute all dispatch duties. There are at least nine dispatchers and one supervisor on duty at all times. While the fire / medical dispatch function in the PSC has a back-up agreement with the City of Redwood City, the police dispatch function has no back-up agreement with another facility.

The PSC with the Sheriff's Office has operated a records management system called Tiburon since 1999. While it was state-of-the-art at the time, technology has evolved to the point where it is now lacking important capabilities that other local dispatch operations have. The Sheriff's Office is now in the process of transitioning to a newer records management system called RIMS, which is also used by many police dispatch operations in the County, including Daly City, South San Francisco, Foster City, Menlo Park, Pacifica, Half Moon Bay, San Carlos, Belmont, Atherton, East Palo Alto and Redwood City. The conversion, expected to be complete by the end of 2012, will enhance interoperability with other cities using the RIMS system and make it easier for more cities to contract with the Sheriff for police and dispatch services in the future.

Most individuals from the cities interviewed by the Grand Jury said it would not be viable for the PSC to become the sole provider of police dispatch services in the County because:

- The PSC does not currently have the physical capacity at its present location to absorb all County police dispatch.
- There should be at least one other dispatch center in the County, in a geographically disparate area, to manage risk.

7. Police vs. Fire Dispatch

The PSC is the dispatch center for the County-wide "mutual aid" system. This means that in an emergency, whether it is for fire or police or both, public safety officials are directed to respond regardless of geographical boundaries. It is a seamless response system which is admired by all those interviewed by the Grand Jury.

Fire and emergency dispatch and police dispatch operate over different networks, due in part to historical factors. However, there are real differences in response requirements. Fire and emergency response situations tend to be what are called "static" or focused on one location. When a dispatcher deals with a medical emergency he or she works from a computer driven

protocol in which the problem is ascertained and advice to deal with it is given to the caller while help is on the way.

Police response situations are by contrast often “dynamic” or in motion, requiring more two-way communication between dispatchers and police officers in the field and potentially more cooperation in the field. Much of the call volume is “police initiated” rather than citizen initiated, informing the dispatcher, for example, that the police officer is involved with a traffic violation.

The Sheriff’s geographical jurisdiction is countywide, and so is the coverage for its primary and secondary channels. A County-wide Mutual Aid Channel (called the Green Channel) is common to all police agencies in the County and all dispatch centers. It allows for communications coordination for incidents requiring mutual aid or communication between agencies where the scope of communication is larger than the one provided by agency primary channel, and supports the adage that “crime knows no boundaries.” Car chases would be a common Green Channel use. The footprint for the Green Channel is San Francisco to south of Mountain View. The County also operates a Homeland Security funded service called “cop link” linking San Mateo and its cities to other counties in our geographical region.

8. Other Attempts Made To Consolidate Police Dispatch Services

The City Managers in the County have been considering and promoting the sharing of police dispatch and other services for 12 years and under the pressure of shrinking revenues have been making incremental progress. However, in interviews the Grand Jury was told that there is continual reluctance from some City Councils to institute change, in part due to reluctance to give up local autonomy.

Investigation

To research this report, the San Mateo County Civil Grand Jury surveyed the Cities and police departments of the County and interviewed:

- Representatives from the County Communications Public Safety Center
- A City Manager representing the Association of City Managers
- Two Fire Chiefs
- Three Police Chiefs and other police personnel
- A Sheriff’s Office representative.

Findings

The Grand Jury finds that:

1. In San Mateo County there are 15 different fire departments or districts, all of which use the Public Safety Communications Center for dispatch. The Redwood City Fire Station on Marshall Street is the back-up facility for fire dispatch.
2. There are 16 Police Departments in the County, including the San Mateo County Sheriff.

3. The number of police dispatch centers in the County has been reduced from 22 to 13 over the last 12 years.
4. For those cities operating their own dispatch centers the average cost per call is \$30.04. For those cities contracting out dispatch the average cost per call is \$18.45. Some of the cost difference is due to the fact that dispatchers in many cities perform additional duties while cities that contract out are just paying for dispatch services.
5. Pacifica and San Carlos each realized large cost savings when they contracted with other cities for police dispatch. These savings, taken together with the low cost per call noted above for cities contracting out dispatch, demonstrate that consolidation of police dispatch represents a significant cost reduction opportunity for cities with a standalone police dispatch function.
6. Some municipal police dispatch centers have only one dispatcher on duty at certain times. Some have a minimum of two.
7. Larger police dispatch centers have dedicated dispatch teams, not distracted by tangential responsibilities, and tend to provide better training programs for the intense dispatch job.
8. The PSC has a minimum of nine dispatchers on duty at all times.
9. There is no back-up for the law enforcement dispatch portion of the PSC, even though the PSC itself is a back-up center for other police dispatch centers in the County.
10. No single dispatch site is currently available that can handle all police dispatch. Several dispatch centers, including South San Francisco, the City of San Mateo, Redwood City, Menlo Park and the PSC, have facilities with the capacity to expand to provide police dispatch services to additional jurisdictions.
11. The County Sheriff owns, and the PSC operates, the “Green Channel” (a proprietary radio communications channel) which enables interoperability across all law enforcement departments and through which mutual aid from emergency-response agencies is achieved.
12. All those interviewed believe that dispatch consolidation is beneficial, and most of those interviewed believe the County should have more than one dispatch center.
13. Factors that hinder consolidation include the perceived need for local dispatchers, the fact that some dispatchers also have other responsibilities, the incompatibility of equipment, and differences in the levels of service offered by various police departments. Grand Jury interviews revealed that cities that have completed consolidation of police dispatch have found these issues to be manageable.
14. Elected officials in some cities have been reluctant to consolidate police dispatch.

15. All cities that have outsourced police dispatch services, either to other cities or to the County, pay considerably less for dispatch services without degradation of service.

Conclusions

The Grand Jury concludes that:

1. The consolidation of dispatch departments is fiscally prudent, and fiscally beneficial to all parties involved.
2. The operation of dedicated dispatch centers in smaller jurisdictions is not cost effective and presents the challenges of providing adequate coverage during non-peak hours and sufficient coverage if a major emergency occurs.
3. Dispatchers operate under intense pressure when responding to 9-1-1 calls. They should be well-trained and free from competing responsibilities during their work shifts.
4. Dispatch consolidation enhances safety because it provides dispatch depth for handling large emergencies, justifies having a dedicated dispatch team not distracted by tangential responsibilities, and enables better training programs.
5. Several dispatch centers can easily accommodate more dispatch consoles and represent excellent alternatives for other cities considering contracting for police dispatch services.
6. A back-up arrangement with another facility for the law enforcement dispatch function in the Public Safety Communications Center should be developed.
7. Most of the objections to consolidation are not significant obstacles in practice. These include the perceived need for proximity, the different levels of service police departments provide, and differences of equipment in a quickly changing technological environment.
8. Interoperability with other regions of the state and nation can, and in the future will, improve response to natural and man-made disasters and facilitate the consolidation of public safety dispatch functions regionally.
9. The Grand Jury believes that in the long term the County would be well-served by consolidating law enforcement dispatch to two to three regional centers within the County.
10. City Councils should take a leadership role in driving consolidation of police dispatch centers.

Recommendations

The Grand Jury recommends to the City Councils of the Cities of San Mateo County that:

1. “Off-peak hour” programs be implemented in which smaller cities contract with larger dispatch centers to take over dispatch during off-peak hours such that no city has fewer than two dispatchers on duty at any one time.
2. The City Council members take a leadership role on behalf of their constituents to drive consolidation of police dispatch across the County.

The Grand Jury recommends to the County Board of Supervisors that it:

1. Directs the County Office of Public Safety Communications to develop an arrangement with another facility for back-up of its law enforcement dispatch functions.

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PUBLIC WORKS DEPARTMENT

Council Meeting Date: October 9, 2012

Staff Report #: 12-143

Agenda Item #: D-3

CONSENT CALENDAR: Authorize the Public Works Director to Accept the Work Performed by West Valley Construction Company, Inc., for the Chrysler Pump Station Discharge Pipe Replacement Project

RECOMMENDATION

Staff recommends that the City Council authorize the Public Works Director to accept the work performed by West Valley Construction Company, Inc., for the Chrysler Pump Station Discharge Pipe Replacement Project.

BACKGROUND

On November 1, 2011, the City Council awarded a contract for the Chrysler Pump Station Discharge Pipe Replacement Project to West Valley Construction Company, Inc. The project consisted of replacing two 36" diameter discharge pipes connecting the two stormwater pumps to an outfall chamber from which the stormwater flows to the bay through a pipeline beneath Bayfront Expressway. The existing pipes had corroded to the point that they no longer functioned properly and needed to be replaced.

The contract was awarded last fall to allow the contractor to purchase materials for the project at favorable pricing, but since the pumps would likely be needed due to rainy weather during the fall and winter, notice to proceed with construction was not issued until the summer when the pumps could safely be taken out of service.

ANALYSIS

With the project, the remains of the existing pipes were replaced with new stainless steel pipes that will better withstand the corrosive salt water environment near the bay. In addition, the new pipes were installed in such a way that they can easily be removed for future maintenance or replacement. All the work has been completed in accordance with the plans and specifications.

The project was completed within the approved project budget.

Contractor: West Valley Construction Company, Inc.
580 Mc Glinco Lane
Campbell, CA 95008

Date of Award: November 1, 2011

Date of Substantial Completion: August 24, 2012

IMPACT ON CITY RESOURCES

Construction Budget

Construction contract amount	\$68,800
Contingency	<u>\$10,320</u>
Total construction budget	\$79,120

Construction Expenditures

Total construction expenditures	<u>\$68,800</u>
Balance remaining	\$10,320

POLICY ISSUES

Final acceptance of a construction contract is consistent with the requirements of the State Public Contracts Code.

ENVIRONMENTAL REVIEW

The project was categorically exempt under Class I of the State of California Environmental Quality Act Guidelines.

Signature on file
Nathan Scribner
Associate Engineer

Signature on file
Ruben Niño
Assistant Director of Public Works

PUBLIC NOTICE: Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS:

None



PUBLIC WORKS DEPARTMENT

Council Meeting Date: October 9, 2012

Staff Report #: 12-145

Agenda Item #: D-4

CONSENT CALENDAR: Reject the Bid for the Santa Cruz Avenue Irrigation Replacement Project

RECOMMENDATION

Staff recommends that the City Council reject the bid for the Santa Cruz Avenue Irrigation Replacement Project.

BACKGROUND

The existing plantings and irrigation system were installed on Santa Cruz Avenue between University Avenue and El Camino Real as part of improvements made in the 1970's. The existing irrigation system has breaks in the system due to tree roots. Due to the breaks in the system, staff has to hand water part of the landscaping.

There are two downtown improvement projects in the Capital Improvement Program. One project is to provide a pilot landscaping plan for downtown and the other project is to replace the existing irrigation system. Over the past several years, staff has worked closely with the Chamber of Commerce and downtown merchants to enhance the landscaping in the downtown area.

Staff hired Callander Associates a landscape architecture firm to design the irrigation system and the landscaping (See Attachment A). The irrigation system consists of two irrigation lines that will run down either side of Santa Cruz Avenue and provide laterals to each landscaping island along the sidewalk. The existing irrigation system in the median island will remain. The plans for the irrigation system require that they bore under the brick paver sidewalks and existing concrete improvements.

Staff has been working with the Chamber of Commerce and downtown merchants on a general landscaping plan for downtown. Callander Associates developed a plan based upon input from the downtown merchants. Staff presented the plans to the merchants and they supported the landscaping plans and the irrigation system replacement project.

ANALYSIS

In August 2012, plans were finalized for the irrigation replacement project and notices to provide written proposals for the construction phase were sent out to bid. On September 11, 2012, bids were opened and only one bid from Suarez and Muñoz Construction was

received in the amount of \$723,000. The engineer's estimate for the project was \$260,900.

Five contractors requested plans and specifications for the project. Staff contacted the low bidder and they stated that their price was higher than normal due to the type of work in the downtown area would have to be done at night. Staff also contacted other landscaping contractors and one stated they did not bid due to the required work had to be done at night and two stated they were too busy.

Staff will be meeting with Callander Associates to discuss options on how the price can be lowered. Some possibilities include doing the work during the day and delaying the bidding process until early 2013. The bid received is too high for this type of project. The construction market is changing and bids are starting to increase due to lack of competition. Council may need to increase the budget if the City decides to proceed with this project.

IMPACT ON CITY RESOURCES

There is no budget impact associated with rejecting bids.

POLICY ISSUES

The recommendation does not represent any change to existing City policy.

ENVIRONMENTAL REVIEW

Rejection of bid is not subject to environmental review.

Signature on file
David Mooney
Parks Supervisor

Signature on file
Ruben Niño
Assistant Director of Public Works

PUBLIC NOTICE: Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS:

- A. Conceptual Perspective



Existing Conditions



Proposed Improvements

Carex tumulicola

Liriope 'Silver Dragon'

Liriope muscari

Hemerocallis 'Stella de Oro'

Liriope 'Silver Dragon'

Pyrus calleryana 'Aristocrat'

Salvia microphylla 'Hot Lips'

Geranium 'Rozanne'

Phormium 'Maori Maiden'

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PUBLIC WORKS DEPARTMENT

Council Meeting Date: October 9, 2012

Staff Report #: 12-148

Agenda Item #: D-5

CONSENT CALENDAR: Authorize the City Manager to Enter into an Agreement with West Bay Sanitary District to Provide Equipment Maintenance Services

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into an agreement with West Bay Sanitary District to provide equipment maintenance services.

BACKGROUND

In the City's continuing effort to look for opportunities to partner with other agencies to share or provide services, staff has been negotiating vehicle and equipment maintenance service with West Bay Sanitary District. The City currently has an agreement with West Bay Sanitary District to provide gasoline and diesel at City's fueling site.

Currently, when West Bay Sanitary District needs to repair one of their vehicles it takes two people to drop off the vehicle in order to bring the driver of the vehicle back. Depending on the type of vehicle this may require a specialized mechanic that is not local and requires a trip which results in a loss of productive work hours for District employees. Having the City corporation yard next to West Bay Sanitary District's yard is beneficial in that West Bay Sanitary District staff can quickly drop off vehicles saving valuable staff time. West Bay will also realize a savings on parts, as outside facilities markup parts on an average of 25 to 50 percent. The City and West Bay Sanitary District have similar types of vehicles so there is no learning curve, repair parts will be available and the time to make repairs will be reduced.

ANALYSIS

Staff has negotiated an equipment maintenance service agreement with West Bay Sanitary District included as Attachment A.

The highlights of the agreement are as follows:

1. The cost of this service is an hourly rate of \$100.00 (City Equipment Mechanic salary and benefits is \$62.00) which includes overhead costs.
2. Parts and supplies are billed at cost plus 15% to cover overhead costs.
3. The City will submit monthly detailed invoices of work performed.

4. The City will consult with West Bay Sanitary District before purchasing parts exceeding \$1,000 and parts and labor exceeding \$2,000.
5. The initial term of the agreement is for one year with renewals automatically at one year intervals.
6. The agreement can be terminated with 30 days notice.
7. The number of vehicles West Bay Sanitary District has requested the City maintain is 34.

Staff has estimated that the amount of work that 34 vehicles will generate for City staff is approximately a .35 FTE based upon current work load. West Bay Sanitary District did not have an estimate to determine the cost of a FTE to maintain their vehicles. Currently, City fleet staff maintains approximately 100 vehicles and 140 pieces of equipment. Staff would propose that the City use the existing contract service budget in the fleet section to supplement existing staff. During the mid-year budget review staff will evaluate the budget and determine the increase in cost and revenue to maintain West Bay Sanitary District equipment. Staff will continue to place priority on repairs to City police vehicles.

IMPACT ON CITY RESOURCES

West Bay Sanitary District will reimburse the City for the services provided.

POLICY ISSUES

A partnership with West Bay Sanitary District is consistent with Council Policy.

ENVIRONMENTAL REVIEW

An environmental review is not required.

Signature on file _____
Ruben Niño
Assistant Director of Public Works

PUBLIC NOTICE: Public notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENT:

- A. Agreement with West Bay Sanitary District

**AGREEMENT
FOR CITY OF MENLO PARK TO PROVIDE
EQUIPMENT MAINTENANCE SERVICES
TO WEST BAY SANITARY DISTRICT**

THIS SERVICE AGREEMENT is entered into this 1st day of November, 2012, between the **CITY OF MENLO PARK**, a general law city and municipal corporation of the State of California ("Menlo Park"), and **West Bay Sanitary District**, a Special District of the State of California ("West Bay"), ("District").

RECITALS

WHEREAS, Menlo Park operates and maintains a motor vehicle maintenance facility and Menlo Park agrees to perform vehicle maintenance and repair services for West Bay; and

WHEREAS, West Bay agrees to compensate Menlo Park for vehicle and maintenance repair services described herein.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1) DEFINITIONS.

- a. For purposes of this agreement, the following words and terms shall have the meanings, respectively ascribed thereto:
 - i. "Maintenance Services" means the furnishing of labor and materials necessary or appropriate to perform routine maintenance and repair services for West Bay Sanitary in accordance with vehicle or equipment manufacturer's recommendations and to the usual and customary standard pertaining to the furnishing of such services by California municipalities for their own motor vehicles and equipment.
 - ii. "Equipment" means cars, trucks, support vehicles and related equipment owned by West Bay and used for governmental purposes.
 - iii. "Municipal Services Center" means Menlo Park's Municipal Services Center, located at 333 Burgess Drive, Menlo Park, CA 94025

2) MAINTENANCE SERVICES.

- a. Menlo Park shall provide Maintenance Services on an "as needed" basis based upon equipment manufacturer recommendations and upon request of West Bay. West Bay

- shall deliver its equipment to the Municipal Services Center for Maintenance Services and upon completion thereof, take delivery of said equipment within a reasonable time.
- b. West Bay has sole authority and responsibility to schedule or to omit Maintenance Services for any particular motor vehicle or equipment. West Bay shall provide Menlo Park with any recall notices or other advisory or manufacturers notices received by it pertaining to any vehicle or equipment to be serviced or maintained by Menlo Park for West Bay.
 - c. Warranty work shall be provided when repairs fall into categories covered by equipment or parts warranties or in response to manufacturers' directives for corrective action.
 - d. All work shall be done in conformance with manufacturers' specifications. At all times, Menlo Park shall ensure that shop procedures and controls provide thorough documentation, accountability, and responsiveness.
 - e. Upon completion of repairs, Menlo Park shall check and operationally test the vehicle or piece of equipment to ensure its condition and operation are satisfactory before it is released for normal use.
 - f. The scope of service provided by Menlo Park shall include: provide all superintendence, labor, apparatus, parts, tools, and materials necessary to provide preventive maintenance, repair, and service as generally listed in Exhibit A hereto. The preventive maintenance report sheet to be generally used is attached as Exhibit B hereto. Exhibit C is a listing of West Bay's vehicle encompassed by this Agreement. Should any additions be made to the listing of West Bay's vehicles, West Bay shall promptly notify Menlo Park in writing and will meet with the Menlo Park Fleet Representative to discuss the vehicle needs and requirements. Menlo Park may decline inclusion of a vehicle not listed in Exhibit C in the maintenance and repair program of this Agreement if Menlo Park determines that it does not possess the expertise or facilities to perform the necessary maintenance.

3) ASSIGNMENT; SUBCONTRACTING.

- a. West Bay agrees and understands that there are certain vehicles and certain repair and service work that Menlo Park may find that it is either not qualified or capable of performing. When Menlo Park finds such a situation exists as to a particular vehicle that West Bay has delivered to Menlo Park for service, Menlo Park shall notify West Bay in writing of the situation and reasons therefor. Menlo Park may suggest and with West Bay's concurrence, may subcontract work to qualified subcontractors for repair or maintenance. Menlo Park shall inform West Bay of the warranties and guarantees

offered by those subcontractors, which may differ from the warranties and guarantees offered by Menlo Park.

4) COMPENSATION; COSTS; REVISIONS.

- a. West Bay shall compensate Menlo Park for labor furnished hereunder for Maintenance Services at the hourly rate of one hundred Dollars (\$100.00), including common labor, skilled labor, trained mechanic's services or other labor or services necessary or appropriate for furnishing such Maintenance Services. West Bay shall pay Menlo Park for all parts and supplies furnished in connection with such Maintenance Services at the cost thereof to Menlo Park plus fifteen percent (15%) for overhead and administrative costs. Menlo Park shall submit monthly billing to West Bay with a summary sheet and work orders for all work performed. The hourly rate will remain in effect for one year from the effective date of the Agreement and can be adjusted by Menlo Park at any time thereafter with thirty (30) days written notice; provided, however, that in no event shall the increase or decrease exceed three percent (3%) each year. Notwithstanding the above, if Menlo Park's costs escalate beyond the 3% increase due to changes in such things as the PERS contribution and/or employee healthcare costs, the Parties agree to meet and confer on the annual cost increase. Menlo Park will consult with West Bay before conducting major repairs exceeding one thousand dollars (\$1,000) for parts and/or two thousand dollars (\$2,000) for parts and labor combined prior to commencing said work.
- b. Menlo Park shall submit invoices on a monthly basis in arrears for actual services provided and costs incurred. Invoices shall include an itemization of parts and labor. Invoices shall be provided within ten (10) days following the month of service to the West Bay at the following address: 500 Laurel Street, Menlo Park, CA 94025. West Bay shall pay invoices within thirty-five (35) days of submission. Payments shall be delivered to Menlo Park at 701 Laurel St, Menlo Park CA. 94025. However, West Bay may withhold a portion of an invoice because of a dispute over a specified item or charge. Should West Bay determine that it will not pay the entire invoice submitted, West Bay shall specify in writing to Menlo Park what the item(s) disputed are and what the reason for the disagreement is no later than the thirty-fifth (35th) day after submission of the invoice, after which the parties will meet and confer in an effort to resolve any such dispute. West Bay shall pay the balance of the invoice that is not in dispute. However, payment of an invoice does not waive the right of West Bay to later

determine that an item or charge was not proper or justified and to pursue its remedies regarding such an item or charge.

5) INDEMNIFICATION.

- a. Menlo Park hereby agrees to defend, indemnify, and save West Bay and its officers, agents, and employees harmless against and from any and all claims, suits, and actions of every name, kind and descriptions, which may be brought against West Bay, by reason of any injury to, or death of, any person (including corporations, partnerships and associations) or damage suffered or sustained by any such person arising from, or alleged to have arisen solely from Menlo Park's negligence or willful misconduct relating to the services provided under this agreement, except as arising from the negligence or willful misconduct of West Bay.
- b. West Bay hereby agrees to defend, indemnify, and save Menlo Park and its officers, agents, and employees harmless against and from any and all claims, suits and actions of every name, kind and description, which may be brought against Menlo Park, by reason of any injury to, or death of, any person (including corporations, partnerships and associations) or damage suffered or sustained by any such person arising from, or alleged to have arisen from, any act or omission to act, arising from or relating to West Bay's negligence or willful misconduct or arising from West Bay's failure to timely schedule required maintenance or to have maintenance performed as recommended by Menlo Park in writing, except as arising from the negligence or willful misconduct of Menlo Park.
- c. The Parties shall waive any rights of recovery for liabilities arising out of California Workers' Compensation laws, including but not limited to California Labor Code Sections 3200 and following.
- d. Menlo Park shall promptly report to West Bay any instance of damage to West Bay vehicles or pieces of equipment while being serviced or operated by Menlo Park personnel, and shall promptly repair any such damage at Menlo Park's expense.

6) INSURANCE.

- a. The Parties will obtain and maintain the duration of the Agreement and any and all amendments, coverage against claims for injuries to persons or damage to property which may arise out of or in connection with performance of this Agreement to the extent provided below. Said coverage may be provided by self-insurance and/or

through joint powers insurance authority risk pool organized and operated under California law.

- i. Menlo Park and West Bay will each maintain the types of coverages and minimum limits indicated below:
- ii. General Liability with limits of. \$2,000,000 per occurrence
- iii. Automobile Liability with limits of. \$1,000,000 per occurrence
- iv. Worker's Compensation with limits of. As required by the California Labor Code and Employer's Liability with limits of \$1,000,000 per accident for bodily injury.

7) ADDITIONAL PROVISIONS.

- a. Menlo Park will ensure that the General Liability and Automobile Liability coverage required under this Agreement contain, or are endorsed to contain, a provision naming West Bay as an Additional insured.

8) TERM; TERMINATION.

- a. The initial term of this agreement shall be one (1) year commencing from the date first hereinabove written; provided, that the term hereof shall be renewable automatically for additional one-year terms.
- b. Either party may terminate this Agreement without cause by giving the other party written notice thereof not less than thirty (30) days prior to the effective date of termination as set forth in said notice; provided, that if no such date is so expressed, the date of termination shall be thirty (30) days from the date of said notice. Menlo Park shall be paid for all labor and/or services and all parts and supplies ordered or received up to the termination date.

9) AMENDMENTS.

- a. This Agreement may be amended by written agreement, approved and executed by the Parties in the same manner as the approval of this Agreement.

10) APPLICABLE LAW.

- a. This Agreement, its interpretation and enforcement, shall be governed by the laws of the State of California.

11) PARAGRAPH HEADINGS.

- a. Paragraph headings as used herein are for convenience only, and shall not be deemed to modify or amend the paragraphs headed thereby.

12) NOTICES.

- a. The name of the persons who are authorized to give written notices or to receive written notice on behalf of Menlo Park and on behalf of West Bay under this Agreement.

For Menlo Park:

City of Menlo Park
Attention: Assistant Public Works Director
333 Burgess Drive
Menlo Park, CA 94025

For West Bay:

West Bay Sanitary District
Attention: Maintenance Superintendent
500 Laurel Street
Menlo Park, CA 94025

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by personal service, overnight delivery service provided there is a record of delivery, or certified mail return receipt requested. Service of notice shall be effective upon receipt or rejection of delivery. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first hereinabove written.

City of Menlo Park, a general law city and
municipal corporation of the State of California

By: _____
Alex McIntyre, City Manager

Approved as to form:

By: _____
Anthony P. Condotti, District Counsel

West Bay Sanitary District, a Special District of
the State of California

By: _____
Phil Scott, District Manager

EXHIBIT A

OUTLINE OF MAINTENANCE AND REPAIR

General repairs offered:

- Brake work
- Drive lines
- Electrical lighting and wiring
- Batteries
- Starters and alternators
- Gauges
- Tire Repair and Replacements

Repair work not offered:

- Engine overhaul or rebuilding
- Transmission overhaul or rebuilding
- Front end alignments
- Air conditioning repair or service

Preventative maintenance offered:

- Safety inspections pursuant to an agreed-upon checklist
(Vehicle and equipment)
- Oil and oil filter changes and lubrication of chasses
- Transmission oil changes
- Filter changes and replacements
(Transmission, hydraulic, coolant, fuel, air)
- Cartridge changes and replacements

**EXHIBIT B
FLEET MAINTENANCE INSPECTION FORM
PM CHECK LIST
HEAVY DUTY TRUCK**

= OK

X = REPAIRED OR REPLACED

O = ADJUSTED

N/A = NOT APPLICABLE

IN CAB INSPECTION

	A	B	
1			OPEN WORK ORDER
2			CHECK FOR BODY, PAINT OR TRIM DAMAGE, REPORT TO SUPERVISOR IF FOUND
3			SHORT TEST DRIVE TO CONFIRM OR LOCATE ISSUES OR CONCERNS
4			UPHOLSTERY CONDITION AND DOOR HARDWARE
5			SEAT BELTS, SEAT ADJUSTMENT AND AIR SEAT OPERATION
6			IGNITION SWITCH AND STARTING SYSTEM
7			GAUGES, DASH LIGHTS, TURN SIGNALS AND EMERGENCY FLASHERS
8			INSPECT HORN (AIR AND ELECTRIC)
9			HEATER, DEFROSTER, FAN AND AIR CONDITIONING (IF EQUIPPED)
10			WIPERS AND WINDSHIELD WASHER
11			LOW AIR WARNING BUZZER AND LIGHT
12			APPLIED PRESSURE LEAK DOWN TEST (3 P.S.I. MAX FOR SINGLE VEHICLES)
13			AIR BRAKE CUT IN AND CUT OUT PRESSURES
14			CHECK SERVICE BRAKE AND PARKING BRAKE
15			PLAY IN STEERING WHEEL
16			FIRE EXTINGUISHER, MOUNTING BRACKET AND EMERGENCY REFLECTOR KITS
17			CHECK DUMP OPERATION CONTROLS AND WARNING LIGHTS (IF EQUIPPED)

WALK AROUND

18			INSPECT GLASS AND MIRRORS
19			INSPECT ALL LIGHTS, TURN SIGNALS, EMERGENCY FLASHERS
20			STROBE LIGHTS, CLEARANCE LAMPS AND REFLECTORS
21			CHECK BACK UP LIGHTS AND ALARM
22			INSPECT BODY, FENDERS, BUMPERS, TOW HITCH AND TRAILER PLUG
23			MUD FLAPS AND MUD FLAP HOOKS
24			TIRES CONDITION AND AIR PRESSURE
25			CHECK HYDRAULIC FLUID LEVEL, HOSES AND CYLINDERS
26			INSPECT FUEL TANK, MOUNTING STRAPS AND CAP
27	*		CLEAN BATTERY CABLES, CHECK CELL WATER LEVEL AND CLEAN BOX
28	*		LOAD LEST BATTERIES AND CHECK CHARGING SYSTEM
29			INSPECT CARGO COVER TARP

EXHIBIT B (Continued)
FLEET MAINTENANCE INSPECTION FORM
PM CHECK LIST
HEAVY DUTY TRUCK

UNDERNEATH INSPECTION

	A	B	
30		<input checked="" type="checkbox"/>	OIL SAMPLE (IF REQUESTED)
31	*	<input type="checkbox"/>	DRAIN OIL, CHANGE FILTER AND LUBE CHASSIS
32		<input type="checkbox"/>	INSPECT ALL STEERING COMPONENTS AND INSPECT STEERING BOX
33		<input type="checkbox"/>	INSPECT ALL SUSPENSION COMPONENTS
34		<input type="checkbox"/>	INSPECT FOR AIR LEAKS, CHECK LINES, VALVES AND DRAIN TANKS
35		<input type="checkbox"/>	INSPECT EXHAUST SYSTEM
36		<input type="checkbox"/>	INSPECT FRAME FOR CRACKS OR DAMAGE, LOOSE BOLTS AND INSULATORS
37		<input type="checkbox"/>	INSPECT ENGINE AND TRANSMISSION MOUNTS
38		<input type="checkbox"/>	INSPECT DRIVE SHAFT, U-JOINTS AND CENTER SUPPORT BEARING
39		<input type="checkbox"/>	INSPECT REAR DIFFERENTIAL FLUID LEVEL AND FOR LEAKS
40		<input type="checkbox"/>	INSPECT TIRES FOR FOREIGN OBJECTS, CUTS OR DAMAGE AND TREAD DEPTH
41		<input type="checkbox"/>	INSPECT / ADJUST BRAKE LININGS
42	*	<input checked="" type="checkbox"/>	CHANGE FUEL FILTERS
43	*	<input checked="" type="checkbox"/>	SERVICE TRANSMISSION
44	*	<input checked="" type="checkbox"/>	PULL WHEELS, INSPECT BRAKE LINING
45	*	<input checked="" type="checkbox"/>	REPACK AND ADJUST FRONT WHEEL BEARINGS
46	*	<input checked="" type="checkbox"/>	DRAIN COOLANT AND REPLACE COOLANT FILTER (IF EQUIPPED)

UNDER HOOD / CAB

47		<input type="checkbox"/>	ADD MOTOR OIL
48		<input type="checkbox"/>	CHECK: P/S, COOLANT, TRANSMISSION , ENGINE OIL AND WINDSHIELD WASHER FLUID LEVELS
49		<input type="checkbox"/>	BRAKE FLUID - (IF EQUIPPED)
50		<input type="checkbox"/>	AIR FILTER - (CLEAN OR REPLACE)
51	*	<input type="checkbox"/>	INSPECT BELTS - (ADJUST OR REPLACE AS NEEDED)
52		<input type="checkbox"/>	CHECK COMPRESSOR AND GOVERNOR
53	*	<input type="checkbox"/>	INSPECT ENGINE OIL PAN, VALVE COVERS AND SEALS FOR LEAKS
54	*	<input checked="" type="checkbox"/>	PRESSURE TEST COOLING SYSTEM, INSPECT WATER PUMP AND HOSES FOR LEAKS
55		<input checked="" type="checkbox"/>	CHECK IGNITION TIMING (IF REQUIRED)
56		<input checked="" type="checkbox"/>	REPLACE COOLANT AND CHECK FOR LEAKS

DIESEL ONLY

57		<input type="checkbox"/>	DRAIN WATER SEPARATOR
58		<input type="checkbox"/>	LUBE FUEL SHUTOFF SOLENOID BOLT, SLEEVE AND SPACER (C-SERIES)
58		<input checked="" type="checkbox"/>	CHECK FOR PROPER IDLE SPEED
60		<input checked="" type="checkbox"/>	ADJUST VALVES AND INJECTORS (SEE MANUAL FOR PROPER INTERVAL)

61		<input type="checkbox"/>	SHORT TEST DRIVE AND CLOSE WORK ORDER
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* **USE OF PROPER SAFETY EQUIPMENT REQUIRED**

"A" Service Performed in 2.25 Hours

"B" Service Performed in 3.5 Hours

EXHIBIT B (Continued)
FLEET MAINTENANCE INSPECTION FORM
PM CHECK LIST
AUTOMOTIVE AND LIGHT TRUCK

✓ = OK

X = REPAIRED OR REPLACED

O = ADJUSTED

N/A = NOT APPLICABLE

IN CAB INSPECTION

	A	B	
1			OPEN WORK ORDER
2			CHECK FOR BODY, PAINT OR TRIM DAMAGE, REPORT TO SUPERVISOR IF FOUND
3			SHORT TEST DRIVE TO CONFIRM OR LOCATE ISSUES OR CONCERNS
4			UPHOLSTERY CONDITION, DOOR PANELS AND WINDOW OPERATION
5			SEAT BELTS, SEAT ADJUSTMENT AND CONDITION
6			IGNITION SWITCH AND STARTER
7			GAUGES, DASH LIGHTS, TURN SIGNALS AND EMERGENCY FLASHERS
8			HORN, AIR BAG AND STEERING WHEEL CONDITION
9			HEATER, DEFROSTER, FAN AND AIR CONDITIONING
10			WIPERS AND WINDSHIELD WASHER
11			WINDSHIELD AND OTHER GLASS FOR DAMAGE
12			CHECK SERVICE BRAKE AND PARKING BRAKE

WALK AROUND

13			MIRROR CONDITION AND OPERATION
14			LIGHTS: FRONT, REAR, TURN SIGNALS, STOP, REVERSE AND EMERGENCY FLASHERS
15			LIGHT BAR AND ARROW STICK, IF EQUIPPED
16			BODY, FENDERS AND BUMPERS
17			TRUNK: LIGHTS, FIRE EXTINGUISHER, SPARE TIRE
18			DOOR AND HINGE OPERATION

UNDERNEATH INSPECTION

19			DRAIN OIL, CHANGE FILTER AND LUBE CHASSIS
20			INSPECT ALL STEERING COMPONENTS INCLUDING STEERING BOX OR RACK
21			INSPECT ALL SUSPENSION COMPONENTS (BUSHINGS, LINKS, SHOCKS ETC.)
22			INSPECT BRAKE PADS, ROTORS, CALIPERS, SHOES, DRUMS AND HOSES
23			CHECK PARKING BRAKE FOR PROPER OPERATION AND ADJUSTMENT
24			INSPECT, ROTATE AND CHECK TIRE PRESSURES
25			INSPECT EXHAUST SYSTEM
26			INSPECT FRAME AND BODY INSULATORS FOR CRACKS, DAMAGE OR LOOSENESS
27			INSPECT DRIVE SHAFT AND U-JOINTS
28			INSPECT ENGINE AND TRANSMISSION MOUNTS
29			INSPECT PARKING BRAKE LININGS (ADJUST IF REQUIRED)
30	*		CHANGE FUEL FILTER
31	*		SERVICE TRANSMISSION

EXHIBIT B (Continued)
FLEET MAINTENANCE INSPECTION FORM
PM CHECK LIST
AUTOMOTIVE AND LIGHT TRUCK

UNDERHOOD

	A	B	
32			REFILL MOTOR OIL
33			CHECK FLUID LEVELS: P/S, COOLANT, TRANS, ENGINE OIL AND WINDSHIELD WASHER,
34			BRAKE FLUID LEVEL
35			CLEAN AND INSPECT AIR FILTER (REPLACE AS NEEDED)
36			BELTS - INSPECT AND CHECK TENSIONER (REPLACE AS NEEDED)
37	*		CLEAN BATTERY TERMINALS, CHECK CELL WATER LEVEL AND CLEAN BOX
38	*		LOAD TEST BATTERIES AND CHECK CHARGING SYSTEM
39	*		PRESSURE TEST COOLING SYSTEM, INSPECT WATER PUMP AND HOSES FOR LEAKS
40	*		REPLACE COOLANT (GOLD COOLANT TO BE CHANGED AT 60,000 MILES)
41			REPLACE SPARK PLUGS (PLATINUM)
42			SHORT TEST DRIVE AND CLOSE WORK ORDER



*** PROPER SAFETY EQUIPMENT REQUIRED**

"A" Service performed in 1.25 Hours

"B" Service Performed in 2.5 Hours

EXHIBIT B (Continued)
FLEET MAINTENANCE INSPECTION FORM
PM CHECK LIST
AUTOMOTIVE AND LIGHT TRUCK

UNDERHOOD

	A	B	
32			REFILL MOTOR OIL
33			CHECK FLUID LEVELS: P/S, COOLANT, TRANS, ENGINE OIL AND WINDSHIELD WASHER,
34			BRAKE FLUID LEVEL
35			CLEAN AND INSPECT AIR FILTER (REPLACE AS NEEDED)
36			BELTS - INSPECT AND CHECK TENSIONER (REPLACE AS NEEDED)
37	*		CLEAN BATTERY TERMINALS, CHECK CELL WATER LEVEL AND CLEAN BOX
38	*		LOAD TEST BATTERIES AND CHECK CHARGING SYSTEM
39	*		PRESSURE TEST COOLING SYSTEM, INSPECT WATER PUMP AND HOSES FOR LEAKS
40	*		REPLACE COOLANT (GOLD COOLANT TO BE CHANGED AT 60,000 MILES)
41			REPLACE SPARK PLUGS (PLATINUM)
42			SHORT TEST DRIVE AND CLOSE WORK ORDER

*** PROPER SAFETY EQUIPMENT REQUIRED**

"A" Service performed in 1.25 Hours

"B" Service Performed in 2.5 Hours

EXHIBIT C

LISTING OF WEST BAY SANITARY DISTRICT VEHICLES

UNIT	YEAR	DESCRIPTION	VIN #	LICENSE PLATE #,GVW/ Unladen weight, Cost
201	2002	Chevrolet Trailblazer 4x4 – Gasoline	ODD – 1GNET16S526101537	E1144596 / NA /\$32,764
202	2008	Ford Escape Gasoline	EVEN – 1FMCUO2788KD40828	1301639 / NA / \$15,375
203	2009	Sterling LT8500 Truck – Diesel	ODD – 2FZHAWBS29AAK9248	1319228 / 60,000 / \$105,729.74
204	2004	Ford Super Duty 4x4 Power Rodder – Diesel F550	ODD – 1FDAF57P54EC57551	E293122 / NA,12,980 / \$80,382
205	2001	Sterling L7501 – Diesel Eng # 8YL89320 Cat	ODD – 2FZAATAK11AJ21809	E1078235 / 41,000 29,940/ \$229,683
206	2011	Ford Expedition 4X4	1FMJU1G55CEF13036	1380559 / \$29,694.11 State Bid
207	2005	Ford Explorer 4x4 - Gasoline	EVEN – 1FMZU72E55ZA31644	1110862 / NA / \$24,370
208	2006	Ford F350 4X4 GASOLINE - UTILITY TRUCK	EVEN – 1FTWX31Y96EC34886	1225339 / NA,6,370 / \$36,088
209	2008	Ford Super Duty F550 - Diesel	ODD – 1FDAF56R38ED04715	1301601 / NA / \$57,475.29
210	2012	Ford F550 With Utility bed and crane	1FDOX5GT4CEA82052	N/A /19,500 / \$100,745.84
211	2008	Ford Escape – Gasoline	ODD – 1FMCU027ZX8KD40829	1301637 / NA / \$15,375
212	2004	Ford Super Duty F450 Diesel Lateral Truck	ODD – 1FDXX46P04EA87005	1164550 / NA, 6,870 /\$42,000
213	1999	Ford Ranger Pickup - Gasoline	ODD – 1FTYR14X4XPA77803	E1032423 / NA, 3,256 / \$15,794
214	2010	F250 Gasoline With Tommy Lift	1FT7X2B63BEB15060	1357220 / NA, 6,406 / \$29,036.30
219	1997	Ford Ranger Pickup - Gasoline	EVEN - 1FTCR10X7VPA12716	E045224 / NA / \$18,982
215	2003	International Model 7400 – Diesel	ODD – 1HTWCAAR63J071337	E1151491 / 20,320- 20,320 / \$123,956
216	2002	GMC W4500 Cube Van – Diesel	EVEN – J8DC4B14727012170	E1110852 / NA, 7,580 / \$244,719

EXHIBIT C (Continued)
LISTING OF WEST BAY SANITARY DISTRICT VEHICLES

217	2011	F350 Ford (Pump Supervisor's Vehicle)	1FDRF3GT0BEC63534	1368185 / NA- 8,960 / \$49,9997.33
218	2007	USJet - Trailer	EVEN –	1171295 / NA- 4,380 / \$110,000
			1U9FS13187A044960	
220	2012	F550 4X4 (Harben Jetter)	1FDX5HTXCEB08426	NA / NA- 19500/ \$54,465.09
	1978	One Yard Concrete Trailer	SS781144	E19300 / NA, 1,110 / NA
	1989	Extend-A-Jet Model 5600 –Gasoline	CA599038	E914085 / 3,500- 800 / \$15,700
	1979	Magline Trailer-Model F3608	14126M	316593 / 1,680- 1,680 / \$3,006
		(Concrete Saw)	S/N 18-58173	
	2002	Zieman Trailer Model #2660	ODD –	1036361 / 25,000- NA / \$14,442
		(Case Backhoe)	1ZC333A243Zp24391	
	1994	Case Backhoe 58 Super K 4x4 –	JJG0180781	SE471362 / 9,072- NA / \$51,624
		Diesel		
	1963	Hand Rodding Trailer	948149	E301824 / NA,NA / NA
	1989	Signal Traffic Arrow Board Trailer Model 1955 - Gas	8219	SE377179 / NA-NA / \$3,520
	2006	Triple L Trailer UT610	ODD – 5DYAA15237C002877	4HV9340 / 2,650- 2,650 /\$8,576
		(Asphalt Roller)		
	2001	Bobcat Model 873 Loader –	S/N 5141-49633	No license plate NA-NA / \$31,806
		Diesel		
	2006	Ingersoll Rand Model HP375 Air Compressor – Diesel	ODD – FVCCBEA67U380095	SE555945 / NA- 4,59 / \$31,806
	2009	Confined Space Trailer 5X8	4YMCL08179N008711	1342846 / NA- 890 / \$2,224
	2011	By Pass Trailer	4YMCL1622BN006033	1367968 / NA- 2,490 / \$3,599
	2011	Pipe Patch Trailer	4YMCL1621AN024859	1367911 / NA- 2,490 / \$3,599
	2011	Vacuum Trailer DITCH WITCH	1DSB122R7A1701879	1284044 / NA- 5,250 / \$67.616.92

**AGREEMENT
FOR CITY OF MENLO PARK TO PROVIDE
EQUIPMENT MAINTENANCE SERVICES
TO WEST BAY SANITARY DISTRICT**

THIS SERVICE AGREEMENT is entered into this 1st day of November, 2012, between the **CITY OF MENLO PARK**, a general law city and municipal corporation of the State of California ("Menlo Park"), and **West Bay Sanitary District**, a Special District of the State of California ("West Bay"), ("District").

RECITALS

WHEREAS, Menlo Park operates and maintains a motor vehicle maintenance facility and Menlo Park agrees to perform vehicle maintenance and repair services for West Bay; and

WHEREAS, West Bay agrees to compensate Menlo Park for vehicle and maintenance repair services described herein.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1) DEFINITIONS.

- a. For purposes of this agreement, the following words and terms shall have the meanings, respectively ascribed thereto:
 - i. "Maintenance Services" means the furnishing of labor and materials necessary or appropriate to perform routine maintenance and repair services for West Bay Sanitary in accordance vehicle or equipment manufacturer's recommendations and to the usual and customary standard pertaining to the furnishing of such services by California municipalities for their own motor vehicles and equipment.
 - ii. "Equipment" means cars, trucks, support vehicles and related equipment owned by West Bay and used for governmental purposes.
 - iii. "Municipal Services Center" means Menlo Park's Municipal Services Center, located at 333 Burgess Drive, Menlo Park, CA 94025

2) MAINTENANCE SERVICES.

- a. Menlo Park shall provide Maintenance Services on an "as needed" basis based upon equipment manufacturer recommendations and upon request of West Bay. West Bay

- shall deliver its equipment to the Municipal Services Center for Maintenance Services and upon completion thereof, take delivery of said equipment within a reasonable time.
- b. West Bay has sole authority and responsibility to schedule or to omit Maintenance Services for any particular motor vehicle or equipment. West Bay shall provide Menlo Park with any recall notices or other advisory or manufacturers notices received by it pertaining to any vehicle or equipment to be serviced or maintained by Menlo Park for West Bay.
 - c. Warranty work shall be provided when repairs fall into categories covered by equipment or parts warranties or in response to manufacturers' directives for corrective action.
 - d. All work shall be done in conformance with manufacturers' specifications. At all times, Menlo Park shall ensure that shop procedures and controls provide thorough documentation, accountability, and responsiveness.
 - e. Upon completion of repairs, Menlo Park shall check and operationally test the vehicle or piece of equipment to ensure its condition and operation are satisfactory before it is released for normal use.
 - f. The scope of service provided by Menlo Park shall include: provide all superintendence, labor, apparatus, parts, tools, and materials necessary to provide preventive maintenance, repair, and service as generally listed in Exhibit A hereto. The preventive maintenance report sheet to be generally used is attached as Exhibit B hereto. Exhibit C is a listing of West Bay's vehicle encompassed by this Agreement. Should any additions be made to the listing of West Bay's vehicles, West Bay shall promptly notify Menlo Park in writing and will meet with the Menlo Park Fleet Representative to discuss the vehicle needs and requirements. Menlo Park may decline inclusion of a vehicle not listed in Exhibit C in the maintenance and repair program of this Agreement if Menlo Park determines that it does not possess the expertise or facilities to perform the necessary maintenance.

3) ASSIGNMENT; SUBCONTRACTING.

- a. West Bay agrees and understands that there are certain vehicles and certain repair and service work that Menlo Park may find that it is either not qualified or capable of performing. When Menlo Park finds such a situation exists as to a particular vehicle that West Bay has delivered to Menlo Park for service, Menlo Park shall notify West Bay in writing of the situation and reasons therefor. Menlo Park may suggest and with West Bay's concurrence, may subcontract work to qualified subcontractors for repair or maintenance. Menlo Park shall inform West Bay of the warranties and guarantees

offered by those subcontractors, which may differ from the warranties and guarantees offered by Menlo Park.

4) COMPENSATION; COSTS; REVISIONS.

- a. West Bay shall compensate Menlo Park for labor furnished hereunder for Maintenance Services at the hourly rate of one hundred Dollars (\$100.00), including common labor, skilled labor, trained mechanic's services or other labor or services necessary or appropriate for furnishing such Maintenance Services. West Bay shall pay Menlo Park for all parts and supplies furnished in connection with such Maintenance Services at the cost thereof to Menlo Park plus fifteen percent (15%) for overhead and administrative costs. Menlo Park shall submit monthly billing to West Bay with a summary sheet and work orders for all work performed. The hourly rate will remain in effect for one year from the effective date of the Agreement and can be adjusted by Menlo Park at any time thereafter with thirty (30) days written notice; provided, however, that in no event shall the increase or decrease exceed three percent (3%) each year. Notwithstanding the above, if Menlo Park's costs escalate beyond the 3% increase due to changes in such things as the PERS contribution and/or employee healthcare costs, the Parties agree to meet and confer on the annual cost increase. Menlo Park will consult with West Bay before conducting major repairs exceeding one thousand dollars (\$1,000) for parts and/or two thousand dollars (\$2,000) for parts and labor combined prior to commencing said work.
- b. Menlo Park shall submit invoices on a monthly basis in arrears for actual services provided and costs incurred. Invoices shall include an itemization of parts and labor. Invoices shall be provided within ten (10) days following the month of service to the West Bay at the following address: 500 Laurel Street, Menlo Park, CA 94025. West Bay shall pay invoices within thirty-five (35) days of submission. Payments shall be delivered to Menlo Park at 701 Laurel St, Menlo Park CA. 94025. However, West Bay may withhold a portion of an invoice because of a dispute over a specified item or charge. Should West Bay determine that it will not pay the entire invoice submitted, West Bay shall specify in writing to Menlo Park what the item(s) disputed are and what the reason for the disagreement is no later than the thirty-fifth (35th) day after submission of the invoice, after which the parties will meet and confer in an effort to resolve any such dispute. West Bay shall pay the balance of the invoice that is not in dispute. However, payment of an invoice does not waive the right of West Bay to later

determine that an item or charge was not proper or justified and to pursue its remedies regarding such an item or charge.

5) INDEMNIFICATION.

- a. Menlo Park hereby agrees to defend, indemnify, and save West Bay and its officers, agents, and employees harmless against and from any and all claims, suits, and actions of every name, kind and descriptions, which may be brought against West Bay, by reason of any injury to, or death of, any person (including corporations, partnerships and associations) or damage suffered or sustained by any such person arising from, or alleged to have arisen solely from Menlo Park's negligence or willful misconduct relating to the services provided under this agreement, except as arising from the negligence or willful misconduct of West Bay.
- b. West Bay hereby agrees to defend, indemnify, and save Menlo Park and its officers, agents, and employees harmless against and from any and all claims, suits and actions of every name, kind and description, which may be brought against Menlo Park, by reason of any injury to, or death of, any person (including corporations, partnerships and associations) or damage suffered or sustained by any such person arising from, or alleged to have arisen from, any act or omission to act, arising from or relating to West Bay's negligence or willful misconduct or arising from West Bay's failure to timely schedule required maintenance or to have maintenance performed as recommended by Menlo Park in writing, except as arising from the negligence or willful misconduct of Menlo Park.
- c. The Parties shall waive any rights of recovery for liabilities arising out of California Workers' Compensation laws, including but not limited to California Labor Code Sections 3200 and following.
- d. Menlo Park shall promptly report to West Bay any instance of damage to West Bay vehicles or pieces of equipment while being serviced or operated by Menlo Park personnel, and shall promptly repair any such damage at Menlo Park's expense.

6) INSURANCE.

- a. The Parties will obtain and maintain the duration of the Agreement and any and all amendments, coverage against claims for injuries to persons or damage to property which may arise out of or in connection with performance of this Agreement to the extent provided below. Said coverage may be provided by self-insurance and/or

through joint powers insurance authority risk pool organized and operated under California law.

- i. Menlo Park and West Bay will each maintain the types of coverages and minimum limits indicated below:
- ii. General Liability with limits of. \$2,000,000 per occurrence
- iii. Automobile Liability with limits of. \$1,000,000 per occurrence
- iv. Worker's Compensation with limits of. As required by the California Labor Code and Employer's Liability with limits of \$1,000,000 per accident for bodily injury.

7) ADDITIONAL PROVISIONS.

- a. Menlo Park will ensure that the General Liability and Automobile Liability coverage required under this Agreement contain, or are endorsed to contain, a provision naming West Bay as an Additional insured.

8) TERM; TERMINATION.

- a. The initial term of this agreement shall be one (1) year commencing from the date first hereinabove written; provided, that the term hereof shall be renewable automatically for additional one-year terms.
- b. Either party may terminate this Agreement without cause by giving the other party written notice thereof not less than thirty (30) days prior to the effective date of termination as set forth in said notice; provided, that if no such date is so expressed, the date of termination shall be thirty (30) days from the date of said notice. Menlo Park shall be paid for all labor and/or services and all parts and supplies ordered or received up to the termination date.

9) AMENDMENTS.

- a. This Agreement may be amended by written agreement, approved and executed by the Parties in the same manner as the approval of this Agreement.

10) APPLICABLE LAW.

- a. This Agreement, its interpretation and enforcement, shall be governed by the laws of the State of California.

11) PARAGRAPH HEADINGS.

- a. Paragraph headings as used herein are for convenience only, and shall not be deemed to modify or amend the paragraphs headed thereby.

12) NOTICES.

- a. The name of the persons who are authorized to give written notices or to receive written notice on behalf of Menlo Park and on behalf of West Bay under this Agreement.

For Menlo Park:

City of Menlo Park
Attention: Assistant Public Works Director
333 Burgess Drive
Menlo Park, CA 94025

For West Bay:

West Bay Sanitary District
Attention: Maintenance Superintendent
500 Laurel Street
Menlo Park, CA 94025

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by personal service, overnight delivery service provided there is a record of delivery, or certified mail return receipt requested. Service of notice shall be effective upon receipt or rejection of delivery. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first hereinabove written.

City of Menlo Park, a general law city and
municipal corporation of the State of California

By: _____
Alex McIntyre, City Manager

Approved as to form:

By: _____
Anthony P. Condotti, District Counsel

West Bay Sanitary District, a Special District of
the State of California

By: _____
Phil Scott, District Manager

EXHIBIT A

OUTLINE OF MAINTENANCE AND REPAIR

General repairs offered:

- Brake work
- Drive lines
- Electrical lighting and wiring
- Batteries
- Starters and alternators
- Gauges
- Tire Repair and Replacements

Repair work not offered:

- Engine overhaul or rebuilding
- Transmission overhaul or rebuilding
- Front end alignments
- Air conditioning repair or service

Preventative maintenance offered:

- Safety inspections pursuant to an agreed-upon checklist
(Vehicle and equipment)
- Oil and oil filter changes and lubrication of chasses
- Transmission oil changes
- Filter changes and replacements
(Transmission, hydraulic, coolant, fuel, air)
- Cartridge changes and replacements

**EXHIBIT B
FLEET MAINTENANCE INSPECTION FORM
PM CHECK LIST
HEAVY DUTY TRUCK**

= OK

X = REPAIRED OR REPLACED

O = ADJUSTED

N/A = NOT APPLICABLE

IN CAB INSPECTION

	A	B	
1			OPEN WORK ORDER
2			CHECK FOR BODY, PAINT OR TRIM DAMAGE, REPORT TO SUPERVISOR IF FOUND
3			SHORT TEST DRIVE TO CONFIRM OR LOCATE ISSUES OR CONCERNS
4			UPHOLSTERY CONDITION AND DOOR HARDWARE
5			SEAT BELTS, SEAT ADJUSTMENT AND AIR SEAT OPERATION
6			IGNITION SWITCH AND STARTING SYSTEM
7			GAUGES, DASH LIGHTS, TURN SIGNALS AND EMERGENCY FLASHERS
8			INSPECT HORN (AIR AND ELECTRIC)
9			HEATER, DEFROSTER, FAN AND AIR CONDITIONING (IF EQUIPPED)
10			WIPERS AND WINDSHIELD WASHER
11			LOW AIR WARNING BUZZER AND LIGHT
12			APPLIED PRESSURE LEAK DOWN TEST (3 P.S.I. MAX FOR SINGLE VEHICLES)
13			AIR BRAKE CUT IN AND CUT OUT PRESSURES
14			CHECK SERVICE BRAKE AND PARKING BRAKE
15			PLAY IN STEERING WHEEL
16			FIRE EXTINGUISHER, MOUNTING BRACKET AND EMERGENCY REFLECTOR KITS
17			CHECK DUMP OPERATION CONTROLS AND WARNING LIGHTS (IF EQUIPPED)

WALK AROUND

18			INSPECT GLASS AND MIRRORS
19			INSPECT ALL LIGHTS, TURN SIGNALS, EMERGENCY FLASHERS
20			STROBE LIGHTS, CLEARANCE LAMPS AND REFLECTORS
21			CHECK BACK UP LIGHTS AND ALARM
22			INSPECT BODY, FENDERS, BUMPERS, TOW HITCH AND TRAILER PLUG
23			MUD FLAPS AND MUD FLAP HOOKS
24			TIRES CONDITION AND AIR PRESSURE
25			CHECK HYDRAULIC FLUID LEVEL, HOSES AND CYLINDERS
26			INSPECT FUEL TANK, MOUNTING STRAPS AND CAP
27	*		CLEAN BATTERY CABLES, CHECK CELL WATER LEVEL AND CLEAN BOX
28	*		LOAD LEST BATTERIES AND CHECK CHARGING SYSTEM
29			INSPECT CARGO COVER TARP

EXHIBIT B (Continued)
FLEET MAINTENANCE INSPECTION FORM
PM CHECK LIST
HEAVY DUTY TRUCK

UNDERNEATH INSPECTION

	A	B	
30		<input checked="" type="checkbox"/>	OIL SAMPLE (IF REQUESTED)
31	*		DRAIN OIL, CHANGE FILTER AND LUBE CHASSIS
32			INSPECT ALL STEERING COMPONENTS AND INSPECT STEERING BOX
33			INSPECT ALL SUSPENSION COMPONENTS
34			INSPECT FOR AIR LEAKS, CHECK LINES, VALVES AND DRAIN TANKS
35			INSPECT EXHAUST SYSTEM
36			INSPECT FRAME FOR CRACKS OR DAMAGE, LOOSE BOLTS AND INSULATORS
37			INSPECT ENGINE AND TRANSMISSION MOUNTS
38			INSPECT DRIVE SHAFT, U-JOINTS AND CENTER SUPPORT BEARING
39			INSPECT REAR DIFFERENTIAL FLUID LEVEL AND FOR LEAKS
40			INSPECT TIRES FOR FOREIGN OBJECTS, CUTS OR DAMAGE AND TREAD DEPTH
41			INSPECT / ADJUST BRAKE LININGS
42	*	<input checked="" type="checkbox"/>	CHANGE FUEL FILTERS
43	*	<input checked="" type="checkbox"/>	SERVICE TRANSMISSION
44	*	<input checked="" type="checkbox"/>	PULL WHEELS, INSPECT BRAKE LINING
45	*	<input checked="" type="checkbox"/>	REPACK AND ADJUST FRONT WHEEL BEARINGS
46	*	<input checked="" type="checkbox"/>	DRAIN COOLANT AND REPLACE COOLANT FILTER (IF EQUIPPED)

UNDER HOOD / CAB

47			ADD MOTOR OIL
48			CHECK: P/S, COOLANT, TRANSMISSION , ENGINE OIL AND WINDSHIELD WASHER FLUID LEVELS
49			BRAKE FLUID - (IF EQUIPPED)
50			AIR FILTER - (CLEAN OR REPLACE)
51	*		INSPECT BELTS - (ADJUST OR REPLACE AS NEEDED)
52			CHECK COMPRESSOR AND GOVERNOR
53	*		INSPECT ENGINE OIL PAN, VALVE COVERS AND SEALS FOR LEAKS
54	*	<input checked="" type="checkbox"/>	PRESSURE TEST COOLING SYSTEM, INSPECT WATER PUMP AND HOSES FOR LEAKS
55		<input checked="" type="checkbox"/>	CHECK IGNITION TIMING (IF REQUIRED)
56		<input checked="" type="checkbox"/>	REPLACE COOLANT AND CHECK FOR LEAKS

DIESEL ONLY

57			DRAIN WATER SEPARATOR
58			LUBE FUEL SHUTOFF SOLENOID BOLT, SLEEVE AND SPACER (C-SERIES)
58		<input checked="" type="checkbox"/>	CHECK FOR PROPER IDLE SPEED
60		<input checked="" type="checkbox"/>	ADJUST VALVES AND INJECTORS (SEE MANUAL FOR PROPER INTERVAL)

61			SHORT TEST DRIVE AND CLOSE WORK ORDER
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* **USE OF PROPER SAFETY EQUIPMENT REQUIRED**

"A" Service Performed in 2.25 Hours

"B" Service Performed in 3.5 Hours

EXHIBIT B (Continued)
FLEET MAINTENANCE INSPECTION FORM
PM CHECK LIST
AUTOMOTIVE AND LIGHT TRUCK

✓ = OK

X = REPAIRED OR REPLACED

O = ADJUSTED

N/A = NOT APPLICABLE

IN CAB INSPECTION

	A	B	
1			OPEN WORK ORDER
2			CHECK FOR BODY, PAINT OR TRIM DAMAGE, REPORT TO SUPERVISOR IF FOUND
3			SHORT TEST DRIVE TO CONFIRM OR LOCATE ISSUES OR CONCERNS
4			UPHOLSTERY CONDITION, DOOR PANELS AND WINDOW OPERATION
5			SEAT BELTS, SEAT ADJUSTMENT AND CONDITION
6			IGNITION SWITCH AND STARTER
7			GAUGES, DASH LIGHTS, TURN SIGNALS AND EMERGENCY FLASHERS
8			HORN, AIR BAG AND STEERING WHEEL CONDITION
9			HEATER, DEFROSTER, FAN AND AIR CONDITIONING
10			WIPERS AND WINDSHIELD WASHER
11			WINDSHIELD AND OTHER GLASS FOR DAMAGE
12			CHECK SERVICE BRAKE AND PARKING BRAKE

WALK AROUND

13			MIRROR CONDITION AND OPERATION
14			LIGHTS: FRONT, REAR, TURN SIGNALS, STOP, REVERSE AND EMERGENCY FLASHERS
15			LIGHT BAR AND ARROW STICK, IF EQUIPPED
16			BODY, FENDERS AND BUMPERS
17			TRUNK: LIGHTS, FIRE EXTINGUISHER, SPARE TIRE
18			DOOR AND HINGE OPERATION

UNDERNEATH INSPECTION

19			DRAIN OIL, CHANGE FILTER AND LUBE CHASSIS
20			INSPECT ALL STEERING COMPONENTS INCLUDING STEERING BOX OR RACK
21			INSPECT ALL SUSPENSION COMPONENTS (BUSHINGS, LINKS, SHOCKS ETC.)
22			INSPECT BRAKE PADS, ROTORS, CALIPERS, SHOES, DRUMS AND HOSES
23			CHECK PARKING BRAKE FOR PROPER OPERATION AND ADJUSTMENT
24			INSPECT, ROTATE AND CHECK TIRE PRESSURES
25			INSPECT EXHAUST SYSTEM
26			INSPECT FRAME AND BODY INSULATORS FOR CRACKS, DAMAGE OR LOOSENESS
27			INSPECT DRIVE SHAFT AND U-JOINTS
28			INSPECT ENGINE AND TRANSMISSION MOUNTS
29			INSPECT PARKING BRAKE LININGS (ADJUST IF REQUIRED)
30	*		CHANGE FUEL FILTER
31	*		SERVICE TRANSMISSION

EXHIBIT B (Continued)
FLEET MAINTENANCE INSPECTION FORM
PM CHECK LIST
AUTOMOTIVE AND LIGHT TRUCK

UNDERHOOD

	A	B	
32			REFILL MOTOR OIL
33			CHECK FLUID LEVELS: P/S, COOLANT, TRANS, ENGINE OIL AND WINDSHIELD WASHER,
34			BRAKE FLUID LEVEL
35			CLEAN AND INSPECT AIR FILTER (REPLACE AS NEEDED)
36			BELTS - INSPECT AND CHECK TENSIONER (REPLACE AS NEEDED)
37	*		CLEAN BATTERY TERMINALS, CHECK CELL WATER LEVEL AND CLEAN BOX
38	*		LOAD TEST BATTERIES AND CHECK CHARGING SYSTEM
39	*		PRESSURE TEST COOLING SYSTEM, INSPECT WATER PUMP AND HOSES FOR LEAKS
40	*		REPLACE COOLANT (GOLD COOLANT TO BE CHANGED AT 60,000 MILES)
41			REPLACE SPARK PLUGS (PLATINUM)
42			SHORT TEST DRIVE AND CLOSE WORK ORDER



*** PROPER SAFETY EQUIPMENT REQUIRED**

"A" Service performed in 1.25 Hours

"B" Service Performed in 2.5 Hours

EXHIBIT B (Continued)
FLEET MAINTENANCE INSPECTION FORM
PM CHECK LIST
AUTOMOTIVE AND LIGHT TRUCK

UNDERHOOD

	A	B	
32			REFILL MOTOR OIL
33			CHECK FLUID LEVELS: P/S, COOLANT, TRANS, ENGINE OIL AND WINDSHIELD WASHER,
34			BRAKE FLUID LEVEL
35			CLEAN AND INSPECT AIR FILTER (REPLACE AS NEEDED)
36			BELTS - INSPECT AND CHECK TENSIONER (REPLACE AS NEEDED)
37	*		CLEAN BATTERY TERMINALS, CHECK CELL WATER LEVEL AND CLEAN BOX
38	*		LOAD TEST BATTERIES AND CHECK CHARGING SYSTEM
39	*		PRESSURE TEST COOLING SYSTEM, INSPECT WATER PUMP AND HOSES FOR LEAKS
40	*		REPLACE COOLANT (GOLD COOLANT TO BE CHANGED AT 60,000 MILES)
41			REPLACE SPARK PLUGS (PLATINUM)
42			SHORT TEST DRIVE AND CLOSE WORK ORDER

*** PROPER SAFETY EQUIPMENT REQUIRED**

"A" Service performed in 1.25 Hours

"B" Service Performed in 2.5 Hours

EXHIBIT C

LISTING OF WEST BAY SANITARY DISTRICT VEHICLES

UNIT	YEAR	DESCRIPTION	VIN #	LICENSE PLATE #,GVW/ Unladen weight, Cost
201	2002	Chevrolet Trailblazer 4x4 – Gasoline	ODD – 1GNET16S526101537	E1144596 / NA /\$32,764
202	2008	Ford Escape Gasoline	EVEN – 1FMCUO2788KD40828	1301639 / NA / \$15,375
203	2009	Sterling LT8500 Truck – Diesel	ODD – 2FZHAWBS29AAK9248	1319228 / 60,000 / \$105,729.74
204	2004	Ford Super Duty 4x4 Power Rodder – Diesel F550	ODD – 1FDAF57P54EC57551	E293122 / NA,12,980 / \$80,382
205	2001	Sterling L7501 – Diesel Eng # 8YL89320 Cat	ODD – 2FZAATAK11AJ21809	E1078235 / 41,000 29,940/ \$229,683
206	2011	Ford Expedition 4X4	1FMJU1G55CEF13036	1380559 / \$29,694.11 State Bid
207	2005	Ford Explorer 4x4 - Gasoline	EVEN – 1FMZU72E55ZA31644	1110862 / NA / \$24,370
208	2006	Ford F350 4X4 GASOLINE - UTILITY TRUCK	EVEN – 1FTWX31Y96EC34886	1225339 / NA,6,370 / \$36,088
209	2008	Ford Super Duty F550 - Diesel	ODD – 1FDAF56R38ED04715	1301601 / NA / \$57,475.29
210	2012	Ford F550 With Utility bed and crane	1FDOX5GT4CEA82052	N/A /19,500 / \$100,745.84
211	2008	Ford Escape – Gasoline	ODD – 1FMCU027ZX8KD40829	1301637 / NA / \$15,375
212	2004	Ford Super Duty F450 Diesel Lateral Truck	ODD – 1FDXX46P04EA87005	1164550 / NA, 6,870 /\$42,000
213	1999	Ford Ranger Pickup - Gasoline	ODD – 1FTYR14X4XPA77803	E1032423 / NA, 3,256 / \$15,794
214	2010	F250 Gasoline With Tommy Lift	1FT7X2B63BEB15060	1357220 / NA, 6,406 / \$29,036.30
219	1997	Ford Ranger Pickup - Gasoline	EVEN - 1FTCR10X7VPA12716	E045224 / NA / \$18,982
215	2003	International Model 7400 – Diesel	ODD – 1HTWCAAR63J071337	E1151491 / 20,320- 20,320 / \$123,956
216	2002	GMC W4500 Cube Van – Diesel	EVEN – J8DC4B14727012170	E1110852 / NA, 7,580 / \$244,719

EXHIBIT C (Continued)
LISTING OF WEST BAY SANITARY DISTRICT VEHICLES

217	2011	F350 Ford (Pump Supervisor's Vehicle)	1FDRF3GT0BEC63534	1368185 / NA- 8,960 / \$49,9997.33
218	2007	USJet - Trailer	EVEN –	1171295 / NA- 4,380 / \$110,000
			1U9FS13187A044960	
220	2012	F550 4X4 (Harben Jetter)	1FDX5HTXCEB08426	NA / NA- 19500/ \$54,465.09
	1978	One Yard Concrete Trailer	SS781144	E19300 / NA, 1,110 / NA
	1989	Extend-A-Jet Model 5600 –Gasoline	CA599038	E914085 / 3,500- 800 / \$15,700
	1979	Magline Trailer-Model F3608	14126M	316593 / 1,680- 1,680 / \$3,006
		(Concrete Saw)	S/N 18-58173	
	2002	Zieman Trailer Model #2660	ODD –	1036361 / 25,000- NA / \$14,442
		(Case Backhoe)	1ZC333A243Zp24391	
	1994	Case Backhoe 58 Super K 4x4 –	JJG0180781	SE471362 / 9,072- NA / \$51,624
		Diesel		
	1963	Hand Rodding Trailer	948149	E301824 / NA,NA / NA
	1989	Signal Traffic Arrow Board Trailer Model 1955 - Gas	8219	SE377179 / NA-NA / \$3,520
	2006	Triple L Trailer UT610	ODD – 5DYAA15237C002877	4HV9340 / 2,650- 2,650 /\$8,576
		(Asphalt Roller)		
	2001	Bobcat Model 873 Loader –	S/N 5141-49633	No license plate NA-NA / \$31,806
		Diesel		
	2006	Ingersoll Rand Model HP375 Air Compressor – Diesel	ODD – FVCCBEA67U380095	SE555945 / NA- 4,59 / \$31,806
	2009	Confined Space Trailer 5X8	4YMCL08179N008711	1342846 / NA- 890 / \$2,224
	2011	By Pass Trailer	4YMCL1622BN006033	1367968 / NA- 2,490 / \$3,599
	2011	Pipe Patch Trailer	4YMCL1621AN024859	1367911 / NA- 2,490 / \$3,599
	2011	Vacuum Trailer DITCH WITCH	1DSB122R7A1701879	1284044 / NA- 5,250 / \$67.616.92



PUBLIC WORKS DEPARTMENT

Council Meeting Date: October 9, 2012

Staff Report #: 12-150

Agenda Item #: D-6

CONSENT CALENDAR: Award a Construction Contract for the 2012 Street Resurfacing of Federal Aid Routes Project [Federal Aid Project No. 04-5273 (021)] to G. Bortolotto & Co. Inc., in the Amount of \$435,169.39, and Authorize a Total Budget of \$572,169.39 for Construction, Contingencies, Material Testing, Inspection and Construction Administration

RECOMMENDATION

Staff recommends that the City Council award a construction contract for the 2012 Street Resurfacing of Federal Aid Routes Project [Federal Aid Project No. 04-5273 (021)] to G. Bortolotto & Co. Inc., in the amount of \$435,169.39, and authorize a total budget of \$572,169.39 for construction, contingencies, material testing, inspection and construction administration.

BACKGROUND

On May 10, 2012, the State of California Department of Transportation issued the authorization to proceed with the construction of the 2012 Resurfacing of Federal Aid Routes Project. This Federal-Aid Project will mill and pave a 2-inch overlay on Sand Hill Road, between Interstate 280 North off-ramp and 1,100 feet East, and Marsh Road, between the Union Pacific Railroad Tracks and Scott Drive. The Federal fund amount is \$385,000.

On July 31, 2012, Council adopted Resolution No. 6093 authorizing the Public Works Director to accept the State Transportation Program Local (STPL) 5273 (021) and execute the agreements needed to implement the project.

The original total project construction amount was estimated to be \$449,293 and local match of 14% of the project costs or \$64,293. Previous estimates did not include special testing, construction administration and inspection services. The City contribution exceeds local match requirement.

ANALYSIS

On August 24, 2012, the City issued "Notice to Contractors" inviting qualified contractors to submit construction bid proposals for the project by September 20, 2012. Six

contractors responded. Upon review of the submitted bids, staff determined G. Bortolotto & Co., Inc. to be the lowest responsible bidder, with a bid of \$435,169.39. A summary of all the bid proposal amounts is included as Attachment A.

Staff has reviewed G. Bortolotto & Co., Inc. references and is satisfied with the contractor's past performance. Staff recommends that the City Council award the contract to G. Bortolotto & Co., Inc.

IMPACT ON CITY RESOURCES

The project budget is as follows:

Proposed Construction Budget

Contract Amount	\$ 435,169.39
Contingency (15%)	\$ 67,000.00
Testing, Construction Administration and Inspection Services	\$ 70,000.00
Total Construction Budget	\$ <u>572,169.39</u>

The STPL 5273 (021) – Federal Grant was awarded at \$385,000. The remaining \$187,169.39 is budgeted in the FY 2011-2012 Street Resurfacing General Fund CIP Budget. There are sufficient funds in the project budget for this project.

POLICY ISSUES

This project is consistent with several policies in the 1994 General Plan Circulation and Transportation Element. These policies seek to maintain a circulation system using the Roadway Classification System that will provide for the safe and efficient movement of people and goods throughout Menlo Park for residential and commercial purposes.

ENVIRONMENTAL REVIEW

The project is categorically exempt under Class I of the current State of California Environmental Quality Act (CEQA) Guidelines. Class I 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.

Signature of File _____
Michel Jeremias
Senior Civil Engineer

Signature of File _____
Fernando Bravo
Engineering Services Manager

PUBLIC NOTICE: Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS:

A. Bid Summary

Bid Summary

2012 RESURFACING OF FEDERAL AID ROUTES PROJECT

BID OPENING DATE: September 20, 2012

	CONTRACTOR	BID AMOUNT
1.	G. Bortolotto & Co.	\$435,169.39
2.	Pavex Construction	\$459,255.00
3.	C.F. Archibald Paving	\$467,173.50
4.	O'Grady Paving, Inc.	\$496,378.75
5.	Synergy Project Management, Inc.	\$520,485.00
6.	Interstate Grading & Paving, Inc.	\$562,510.00

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ADMINISTRATIVE SERVICES

Council Meeting Date: October 9, 2012
Staff Report #: 12-149

Agenda Item #: D-7

CONSENT ITEM: Abolishment of One Management Analyst Position within the Police Department

RECOMMENDATION

Staff recommends that the City Council abolish the recently frozen and vacant Management Analyst position, currently allocated to the Police Department, retroactive to June 1, 2012.

BACKGROUND

Section 2.36.230 of the Menlo Park Municipal Code states the following regarding the abolishment of positions:

“Whenever in the judgment of the council it becomes necessary in the interest of economy or because the necessity for the position or employment involved no longer exists, the council may abolish any position or employment in the competitive service..[.]” (Ord. 715 § 1(c), 1985; Prior code § 2.50).

Further, Article 5.5.1 of the current City/Service Employees International Union (SEIU) Memorandum of Understanding (MOU) contains similar language, which states:

“Whenever in the judgment of the City Council it becomes necessary in the interests of economy or because the position no longer exists, the City Council may abolish any position or employment in the competitive service, or may reduce the hours of any position. The decision to abolish a position or reduce the hours of any position shall not be subject to the grievance procedure contained in this Agreement.”

ANALYSIS

In years past, the abolishment of positions was accomplished annually through the City Council’s adoption of a new budget for the ensuing fiscal year through the funding process. In fact, Staff cannot identify any recent examples of Council abolishing positions, but rather positions not funded were deemed abolished. Budget prioritization and organizational changes needed throughout the fiscal year have been accomplished through other administrative actions exercised under the City Manager’s authority,

including but not limited to, transfers, reclassifications, one-time reallocation of available funding and freezing of vacant positions.

Subsequent to the publication of the 2012-2013 Fiscal Year Proposed Operating Budget, in June 2012, a vacancy occurred in one of the two Management Analyst positions allocated to the Police Department. The position was then frozen by the City Manager while an internal organizational assessment was to be undertaken to consider alternative resource deployment.

Typically, the abolishment of positions is not necessary as a separate action or outside of the annual budget process. However, SEIU is pursuing grievance arbitration to compel the City to fill the frozen vacant Management Analyst position in the Police Department. This matter is before the City Council off-cycle from the annual budget adoption for consideration to address the questions and concerns raised by SEIU through the grievance process.

IMPACT ON CITY RESOURCES

Staff's recommended action will have no immediate material impact on City resources because the position has been vacant since June 2012, and the work has been absorbed/redistributed to various professional staff within the Police Department. The City has received incremental salary savings as a result of the position becoming vacant this past June. The City would continue to incur salary savings attributable to the funding previously allocated to this position and be able to utilize those funds to optimize and enhance the delivery of services potentially elsewhere in the organization.

POLICY ISSUES

The recommended action herein is in accordance with the current Menlo Park Municipal Code and consistent with the current City/SEIU MOU.

ENVIRONMENTAL REVIEW

Environmental review is not required for this action.

Signature on File
Gina Donnelly
Human Resources Director

Signature on File
Alex D. McIntyre
City Manager

PUBLIC NOTICE: Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.



**CITY COUNCIL
SPECIAL MEETING DRAFT MINUTES**

**Tuesday, August 28, 2012 at 6:00 p.m.
701 Laurel Street, Menlo Park, CA 94025
City Council Chambers**

Mayor Keith called the closed Session to order at 6:01 p.m. with Cline, Keith and Ohtaki present. Council Member Fergusson arrived at 6:06 p.m.

SS1. Discuss the City's Emergency Preparedness direction and readiness options
(Staff report #12-130)

Staff presentation by Commander Lacey Burt

Fire Chief Harold Schapelhouman addressed the Council regarding the need for the Fire District and the City to work together.

Council Member Ohtaki provided handouts and gave a PowerPoint presentation. (*Handouts*)

Mayor Keith called the Regular Session to order 7:00 p.m. with Council Member Cohen absent.

ANNOUNCEMENTS

Local affordable housing representatives, including the Non-Profit Housing Association, Housing Leadership Council, Habitat for Humanity, Mid-Pen Housing, and the Silicon Valley Community Foundation have partnered to host an affordable housing bus tour on Saturday, September, 8th that is open to the public.

A. PRESENTATIONS AND PROCLAMATIONS: None

B. COMMISSION/COMMITTEE VACANCIES, APPOINTMENTS AND REPORTS: None

C. PUBLIC COMMENT #1

- Jennifer Frew asked the Council to direct staff to bring an item on the September 11, 2012 Council meeting to rename the Council Chambers in honor of her mother, Jaye Carr who served as the City Clerk for many years.
- Chuck Kinney spoke in support of having the Council Chambers renamed in honor of Jaye Carr. (*Comments*)
- George Carr spoke in support of having the Council Chambers renamed in honor of Jaye Carr.
- Wynn Gereich requested support of Proposition 37 on the November ballot and spoke regarding fluoride in the water. (*Attachment*)

ACTION: Motion by Fergusson to reconsider the design and installation of shared lane markings on Menlo Avenue between El Camino Real and University Drive and on University Drive between Santa Cruz Avenue and Middle Avenue as part of a pilot project approved on July 31, 2012, failed for lack of a second.

D. CONSENT CALENDAR

ACTION: Motion and second (Cline/Ohtaki) to approve the Consent Calendar except D1, as submitted passes 4-0-1 (Cohen Absent).

D2. Waive second reading and adopt **Ordinance No. 984** adding Chapter 7.14 [Prohibition of the use of polystyrene based disposable food service ware by food vendors] to Title 7 of the Menlo Park Municipal Code (Staff report #12-128)

D3. Adopt **Resolution No. 6098** appropriating \$99,095 from the Transportation Impact Fee fund balance and award a contract to Golden Bay Construction, Inc. in the amount of \$107,398 for the Safe Routes to Hillview Middle School Project and authorize a total budget of \$144,988 for contingencies, inspection, testing and project management (Staff report #12-127)

D4. Adopt **Resolution No. 6099** accepting dedication of public access easements and authorize the City Manager to sign the Certificates of Acceptance for the 1906 El Camino Real Frontage Improvements Project (Staff report #12-123)

D5. Waive the reading and adopt **Ordinance No. 985** rezoning properties at 50 Terminal Avenue and 1467 Chilco Street (Staff report #12-124)

D6. Adopt **Resolution No. 6100** appropriating \$47,461 from the Transportation Impact Fee fund balance and award a contract to Amland Corporation in the amount of \$45,239 for the Middlefield Road at Linfield Drive Lighted Crosswalk Improvement Project and authorize a total budget of \$61,073 for contingencies, inspection, testing and project management (Staff report #12-131)

D7. Acting as the Board of the Successor Agency, approve an exclusive authorization to sell with Cassidy/Turley Commercial Real Estate Services for the sale of property located at 777-821 Hamilton Avenue and authorize the City Manager to execute the agreement on behalf of the Successor Agency (Staff report #12-125)

D8. Accept Council minutes for the meeting of July 31, 2012 (Attachment)

D1. Adopt **Resolution No. 6101** authorizing the destruction of obsolete City records (Staff report #12-126)

ACTION: Motion and second (Cline/Ohtaki) to Adopt **Resolution No. 6101** authorizing the destruction of obsolete City records passes 4-0-1 (Cohen Absent).

E. PUBLIC HEARING

E1. Consider an appeal of the Planning Commission's decision to approve a use permit to locate a preschool at 695 Bay Road in the C-2-A (Neighborhood Shopping District, Restrictive) Zoning District (Staff report #12-129)

Staff presentation by Rachel Grossman, Associate Planner

Appellant, Brynn Cahill, presented her reasons for appealing the Planning Commission's decision. (Attachments)

Applicant, LeiLing Huang, presented the Council with the reason they feel the use permit should be approved.

The Public Hearing was opened at 7:55 p.m.

Public comments:

- Heather Hopkins stated that Menlo Park has a shortage of flexible childcare in Menlo Park. Many people who work in Menlo Park bring their children to be in preschool here. Menlo Park lacks proper space to meet State guidelines.
- Dr. Laurence Korn stated that having a preschool in Bay Road would bring a sense of community.
- Veronica Kornberg stated that she owns the property next door and she believes the concerns are well intentions but misperceptions regarding the impacts. The noise from children will not be any worse than the loading dock at the VA. Most people in the neighborhood she talked to were enthusiastic about a preschool being in the neighborhood.
- Leslie Burke spoke against the preschool at that location due to unsafe traffic for children and the increase in noise.
- Jenny Fruermuth stated that she is opposed to preschool and the noise that will come from the school and the increase in traffic. There are enough preschools in Menlo Park but it is unknown if there is enough daycare.
- Danielle Liebermuth is opposed to the preschool in a residential neighborhood due to the noise, traffic and safety.
- Ted Tudor resides four doors away and he is opposed to the traffic and the parking overflowing onto the streets.
- Britt Von Thaden stated Bay Road is not set up for the increased traffic the preschool could produce and she also has safety concerns.
- Brandee Winikoff spoke in favor of the preschool in the neighborhood so that she can walk her children to the school and would be an asset to the families in the neighborhood.
- Matt Winter spoke in favor of the project and stated that it would be a benefit to the neighborhood.
- Henry Riggs noted that the traffic would apply to any street in any neighborhood. Multiple small preschools seem better than large preschools. This small and well located preschool will be popular and he urged support.

ACTION: Motion and second (Cline/Ohtaki) to close the Public Hearing at 8:31 p.m. passes 4-0-1 (Cohen Absent).

ACTION: Motion and second (Ohtaki/Fergusson) to uphold the action of the Planning Commission approving a preschool at 695 Bay Road, thereby denying the appeal, and approving the findings, actions and conditions of approval for the use permit and requesting staff to address the safety concerns passes 4-0-1 (Cohen Absent).

F. REGULAR BUSINESS

F1. Consider state and federal legislative items, including decisions to support or oppose any such legislation, and items listed under Written Communication or Information Item: None

G. CITY MANAGER'S REPORT: None

H. WRITTEN COMMUNICATION: None

I. INFORMATIONAL ITEMS: None

J. COUNCILMEMBER REPORTS

Council Members reported on meetings attended in compliance with AB1234 reporting requirements.

A report regarding the Housing Element public workshops and the Housing Element Steering Committee was provided.

NOTE: City Attorney, Bill McClure announced a conflict due to the proximity of his business and left the meeting at 8:52 p.m.

A report from the High Speed Rail sub-committee was provided.

K. PUBLIC COMMENT #2: None

L. ADJOURNMENT

The meeting was adjourned at 9:03 p.m.



Margaret S. Roberts, MMC

City Clerk

Minutes accepted at the Council meeting of



**CITY COUNCIL
SPECIAL AND REGULAR MEETING
DRAFT MINUTES**

**Tuesday, September 11, 2012 at 6:00 p.m.
701 Laurel Street, Menlo Park, CA 94025
City Council Chambers**

Mayor Keith called the Study Session to order at 6:14 p.m. with members Ohtaki, Cline and Fergusson present. Councilmember Cohen arrived at 6:57pm.

SS1. Update on Bedwell Bayfront Park funding status, operations, landfill regulatory compliance and tree planting grant (Staff report #12-132)(presentation)
Staff presentation by Senior Civil Engineer Roger Storz

Council directed staff to bring back additional information on the following:

- Reordering a gas collection study with a revised scope of work
- Renegotiating a modification to the tree grant to propose a different purpose

Mayor Keith called the Regular Session to order at 7:06 p.m. with all members present.

Mayor Keith led the Pledge of Allegiance.

There was no report from the Closed Session.

ANNOUNCEMENTS

- Mayor Keith paid tribute to the victims of 9-11 and their families and asked the audience to observe a moment of silence. She also recognized the efforts of all first responders, including police, fire and emergency personnel.
- Mayor Keith gave an update regarding the Housing Element process. One of the sites being considered is Sharon Park, located in the Sharon Heights neighborhood. Given its status as parkland, staff has been researching how Sharon Park was originally dedicated to the City in order to provide greater clarity as to what would be required in order to potentially rezone the park. Although the land in question was not explicitly dedicated to the City for solely park use, the City Attorney has determined that by designating the land as parkland in a City's General Plan and on various city maps and by operating the land as a park for an extended number of years, the land would be considered "dedicated" by the City as parkland. Generally, a city may only dispose of dedicated parkland by going through a public hearing process regarding the closure and abandonment of the park and by holding a special election to determine whether or not to sell or dispose of the parkland. Given these severe constraints on the potential of rezoning two out of 10 acres of the park for high density senior housing, Council will be recommending that the Housing Element Steering Committee remove this

site from further consideration in the Housing Element update process at tomorrow night's meeting. The Steering Committee meeting is scheduled to start at 5:30 p.m. at the Gymnastics Center multi-purpose room, and this item will be near the beginning of the agenda.

- At the request of the Chair, agenda item B2, the Transportation Commission Quarterly Report, will be continued to a later date.
- The September 18th Council meeting will be held at the Menlo Park Senior Center at 110 Terminal Avenue in Belle Haven beginning at 7pm. Childcare and Spanish interpreters will be available.

A. PRESENTATIONS AND PROCLAMATIONS: None

B. COMMISSION/COMMITTEE VACANCIES, APPOINTMENTS AND REPORTS:

B1. Environmental Quality Commission quarterly report on the status of their 2 Year Work Plan

The report was presented by Chair Mitch Slomiak.

B2. Transportation Commission quarterly report on the status of their 2 Year Work Plan
At the request of the Chair, this item is continued to a later date (see Announcements).

C. PUBLIC COMMENT #1

- Michelle Stribling spoke regarding the Sidewalk Master Plan and sidewalks in the Allied Arts area.
- William Webster invited the Council to attend the 10th anniversary celebration of Community Legal Services on September 19th at 7pm in East Palo Alto.
- John & Skyler Sakrison thanked the Council for removing Sharon Park from consideration as a site for high-density development.

D. CONSENT CALENDAR: None

E. PUBLIC HEARING: None

F. REGULAR BUSINESS

F1. Provide direction to staff regarding potential ordinance regulating payday lenders, auto title lenders and check cashing (*Staff report #12-133*)(*presentation*)

Staff presentation by Police Commander Dave Bertini

Public Comment:

- Keith Ogden, East Palo Alto Community Legal Services, spoke in support of an ordinance.
- Pat Krackov spoke, Silicon Valley Community Organization, spoke in support of an ordinance.

- Julio Garcia, Nuestra Casa, spoke in support of an ordinance.
- Boris Chumak, on behalf of Supervisor Rose Jacobs Gibson, spoke in support of an ordinance.
- Jemahl Amen, Center for Responsible Lending, spoke in support of an ordinance.

Action: Motion and second (Fergusson/Ohtaki) directing the Police Department and City Attorney to research a temporary moratorium passes unanimously.

F2. Consider state and federal legislative items, including decisions to support or oppose any such legislation, and items listed under Written Communication or Information Item: None

G. CITY MANAGER’S REPORT: None

H. WRITTEN COMMUNICATION: None

I. INFORMATIONAL ITEMS

I1. Overview of the proposed public meeting and Development Agreement negotiation process for the Facebook West Campus Project located at the intersection of Willow Road and Bayfront Expressway (Staff report #12-134)

At 8:17 p.m., Assistant City Manager Starla Jerome-Robinson left the meeting due to a conflict of interest on this item.

Public Comment:

- William Webster expressed concern regarding affordable housing.
- Andrew Boone stated support for the new design, but expressed concerns regarding bike lanes, tunnel.

At 8:25 p.m., Council member Cohen left the meeting.

J. COUNCILMEMBER REPORTS

Council Members reported on meetings attended in compliance with AB1234 reporting requirements.

K. PUBLIC COMMENT #2: None

L. ADJOURNMENT

The meeting was adjourned at 8:28 p.m.

Pamela Aguilar
Deputy City Clerk

Minutes accepted at the Council meeting of



CITY COUNCIL SPECIAL MEETING MINUTES

Tuesday, September 18, 2012 at 7:00 p.m.
Menlo Park Senior Center
110 Terminal Avenue, Menlo Park, CA 94025

Mayor Keith called the Regular Session to order 7:01 p.m. with all members present.

ANNOUNCEMENTS

Agenda item F-3 is being removed from the agenda.

A. PRESENTATIONS AND PROCLAMATIONS: None

B. COMMISSION/COMMITTEE VACANCIES, APPOINTMENTS AND REPORTS

B1. Consider applicants for appointment to fill one vacancy on the Bicycle Commission, two vacancies on the Environmental Quality Commission and one vacancy on the Library Commission (*Staff report #12-135*)

Staff presentation by Margaret Roberts, City Clerk

For the one vacancy on the Bicycle Commission with a term ending April 30, 2014

ACTION: Andrew Combs nominated by Ohtaki, Michael Meyer nominated by Fergusson and Jamie Morgan nominated by Keith.

- Votes for Andrew Combs from Cohen and Ohtaki
- Votes for Michael Meyer from Cline and Fergusson
- Vote for Jamie Morgan from Keith.

With no applicant receiving three votes a second round of voting.

- Votes for Andrew Combs from Cohen and Ohtaki
- Votes for Michael Meyer from Cline, Fergusson and Keith

Michael Meyer is appointed to serve on the Bicycle Commission through April 2014.

For the two vacancies on the Environmental Quality Commission with terms ending April 30, 2016

ACTION: Allan Bedwell nominated by Keith, Elizabeth Houck nominated by Fergusson and Kristen Kuntz-Durisetti nominated by Cline.

- Votes for Allan Bedwell from Cohen, Ohtaki and Keith
- Votes for Elizabeth Houck from Cline and Fergusson
- Votes for Kristen Kuntz-Durisetti from Cohen, Cline, Fergusson, Keith, Ohtaki

Andrew Combs and Kristen Kuntz-Durisetti are appointed to serve on the Environmental Quality Commission through April 2016.

For the one vacancy on the Library Commission with a term ending April 30, 2016

ACTION: Deepa Butler nominated by Ohtaki, and with no other nominations was appointed by acclamation to serve on the Library Commission through April 2016.

C. PUBLIC COMMENT #1

- Marrgie Creighton thanked the City Council for their support regarding the Exploratory Experiences Programs.
- Marilu Serrano advised the Council that she is running for the School Board.
- Rose Bickerstaff spoke regarding the poor conditions of the parks.
- Jacqueline Cebrien thanked the Council for holding this meeting in Belle Haven.
- Latreece read a letter of appreciation to Natasha.... Regarding opening the center when the school had a fire.
- Opha Wray stated that the streets in the Belle Haven area are not being maintained as they should be.

D. CONSENT CALENDAR

ACTION: Motion and second (Cline/Ohtaki) to approve the Consent Calendar as submitted passes unanimously.

- D1.** Authorize the Police Department to accept the State of California, Department of Transportation Selective Traffic Enforcement Program (STEP) grant PT1341 in the amount of \$30,000 and authorize the Police Department to execute all agreements to conduct specified traffic enforcement operations (Staff report #12-136)
- D2.** Authorize the City Manager to execute three separate agreements with the City and County Association of Governments, the Peninsula Corridor Joint Powers Board and the San Mateo County Transit District for the operation and funding of the City's shuttle program for Fiscal Year 2012-13 (Staff report #12-138)
- D3.** Adopt **Resolution No. 6102** authorizing the City Manager to execute a deed granting a sanitary sewer easement on 50 Terminal Avenue to West Bay Sanitary District (Staff report #12-139)

E. PUBLIC HEARING: None

F. REGULAR BUSINESS

- F1.** Approve the development of a Request for Proposals for facilitation of a community process for the Belle Haven Neighborhood, allocate appropriate budget for the project, and authorize the City Manager to exceed the \$90,000 purchase limit if needed to contract for the process (Staff report #12-137)

Staff presentation by Cherise Brandell, Community Services Director and Derek Schweigart, Social Services Manager (PowerPoint)

Public Comment

- Rose Bickerstaff stated that there is no need for this consultant and study sessions on this, the top priority is education.
- Rachel Bickerstaff stated that spending this money would be wasteful, there just needs to be action and education is the top of the priority for this community.
- Marilu Serrano stated that education is key and the schools need to be held accountable.
- Carolyn Clarke stated that the last study was in 1993 and this is needed. This is a very diverse community with many backgrounds and there is a need to bridge the gap.

- Ed Harris stated that he understands education as he received his education here. He is in agreement with the Community Services Department and other issues need to be addressed.
- Eva Cuffy stated that there are a lot of people with a lot of skills and if you get the intelligent people in the neighborhood together you will get the information that is being sought. The community can create systems and do not like to be looked at through a microscope.
- Isis Contreras stated that they do need better schools and why are the community services so dismal on this side of the freeway. The programs should be geared toward what the residents can afford. This is the right direction but does not know if it is necessary to spend \$90,000.
- Opha Wray stated she supports the proposal but is unsure if it is necessary to spend \$90,000 but to do it within the community.
- James Cebrian stated that a visioning process is a great idea and believes that the Community Services Department with the stakeholders can do this without a consultant.
- Rafaela Quintero stated that in 2010 she lost her home and she did not know what to do and over 20 police officers responded and she thought this was excessive. People do not clean up after their dogs and this would be an opportunity to clean the sidewalks.
- Maggie Creighton stated that she found herself today after asking for donations, the East Menlo Park students do not have the same opportunities as those in West Menlo Park. What would happen if East Menlo Park and East Palo Alto could become a part of the Menlo School District? Education is the real problem here.
- Rachael Kaci stated that there is a need to do a new study and she agrees with the previous speakers.
- Johnny Walton stated that there is a fundamental problem with education, if everybody becomes a doctor, lawyer or engineer who is going to wash tables.
- Oseguena Ismael stated that the neighborhoods seem to be progressing except for Belle Haven, there is a lot of dog waste on the sidewalks and the bushes need trimming. Education is number one and something needs to be done.
- Dana Clarke stated that he has seen a drastic change and feels fortunate to have attended Oak Knoll and Belle Haven is just not an option right now. He would like to see Belle Haven be in the Menlo Park School District. Even if the opportunity is only through an exchange program between the West and East sides of Menlo Park.
- Emy Walton stated that she is thankful to Beechwood School, but Belle Haven needs help. The community look so sad and it is disturbing and it needs to be kept clean.
- Alejandro Vilchez stated that he has children at Beechwood, works at Belle Haven Community School and works for the City. He is supportive of the overall process. Education as a whole has been a large topic and with the exception of a very few, he does not see any people in the room come to Belle Haven School. The City does not have the role to assist education that is the role of the school district. The City has the role to break down the barriers to be able to get the education. He believes that change needs to happen.

ACTION: Motion and second (Fergusson/Cohen) approving the development of a Request for Proposals for facilitation of a community process for the Belle Haven Neighborhood, allocate appropriate budget for the project, and authorize the City Manager to exceed the \$90,000 purchase limit if needed to contract for the process passes 3-2 (Ayes: Cline, Cohen, Fergusson Noes: Keith, Ohtaki).

- F2.** Adopt a resolution approving the revised investment policy for the City and the Community Development Agency of Menlo Park to become effective immediately
(Staff report #12-140)

Staff presentation by Carol Augustine, Finance Director

ACTION: Motion and second (Fergusson/Ohtaki) to approve the revised investment policy for the City and the Community Development Agency of Menlo Park becoming effective immediately passes unanimously.

- F3.** Provide feedback on the Commonwealth Corporate Center Project located at 151 Commonwealth Drive and 164 Jefferson Drive and authorize the City Manager to approve an augment to a contract with Atkins North America, Inc. in the amount of \$194,457 (for a total contract of \$236,769) and future augments as may be necessary to complete the environmental review for the project (Staff report #12-142)

NOTE: This item was removed from the agenda at the beginning of the meeting.

- F4.** Consider state and federal legislative items, including decisions to support or oppose any such legislation, and items listed under Written Communication or Information Item: None

G. CITY MANAGER'S REPORT: None

H. WRITTEN COMMUNICATION: None

I. INFORMATIONAL ITEMS

- I1.** Belle Haven Afterschool Program Cost Recovery Update (Staff report #12-141)
The City Council received the report.

J. COUNCILMEMBER REPORTS

Council Members reported on meetings attended in compliance with AB1234 reporting requirements.

NOTE: Council Member Cohen and City Attorney McClure are recused from rail discussions due to the proximity of their property and left the Council meeting at 9:31 p.m.

K. PUBLIC COMMENT #2

- Marilu Serrano stated this was a positive meeting with the community. There was no report that community members and parents came out in force to assist with the cleanup of Beechwood School from the recent fire.

L. ADJOURNMENT

The meeting was adjourned at 9:34 p.m.



Margaret S. Roberts, MMC

City Clerk

Minutes accepted at the Council meeting of

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POLICE DEPARTMENT

Council Meeting Date: October 9, 2012
Staff Report #: 12-153

Agenda Item #: E-1

Public Hearing: Adopt an interim Ordinance Establishing a Temporary Moratorium on the Establishment of Payday Lenders and Auto Title Lenders within the City of Menlo Park

RECOMMENDATION

Staff recommends that the City Council adopt an interim ordinance establishing a temporary moratorium on the establishment of payday lenders and auto title lenders within the City of Menlo Park.

BACKGROUND

On September 11, 2012, the Police Department presented to City Council, information on pursuing a possible ban or regulation on payday and auto title lenders, also known as alternative financial services (AFS). This two-tiered financial services industry is the result of the inability of low-income consumers with poor credit history to obtain certain services from federally insured banks. Often times it is these lower-income and financially vulnerable customers that rely on alternative financial services, which are predatory by the nature in which they lend money. Below are descriptions of auto title lenders and payday lenders:

Auto title lenders are businesses that give loans against a borrower's title to their vehicle. Typically, a borrower would bring their vehicle to a lender, who would inspect it, and provide a loan for up to half the value of the vehicle. If the loan amount is under \$2500, there exists interest rate caps and regulations that would apply. In the event that the loan is greater than \$2500, there is no cap on the annualized interest rate and interest rates can range from 6.5% to 15% per month. If a loan is defaulted on, the borrower's vehicle is forfeited.

Payday lenders often offer borrowers short-term loans in which the lender provides immediate cash to the borrower in exchange for a post-dated check (to be cashed on the borrower's next payday). In addition to the principal amount advanced to the borrower, the value of the borrower's check includes the fee charged by the lender for the loan. Under California law, payday loans, also referred to as cash advances or deferred deposit transactions, have a \$300 limit on the face value of the check and a 15% fee cap. Thus, a borrower who wishes to borrow the maximum amount would write a check for \$300 to a payday lender in exchange for \$255 in immediate cash. As an example, the borrower would pay \$45 to receive \$255 a few weeks before their next payday. This 15% fee for a loan over a few weeks works out to a very high interest

rate. In 2010, the average APR (annual percentage rate) for payday loans in California was 414%.

On September 11, 2012, the City Council voted unanimously to direct staff to research and create an interim ordinance establishing a temporary moratorium on the establishment of payday lenders and auto title lenders within the City of Menlo Park. Staff has conducted research and created a draft interim ordinance which is attached.

ANALYSIS

Adoption of a temporary moratorium on the establishment of payday and auto title lenders within the City of Menlo Park may have a positive impact especially on children, youth and seniors because these businesses have been found to negatively affect the financial stability of low-income communities in the surrounding cities and the City of Menlo Park. Since there is limited state and federal legislation restricting payday and auto title lenders, the City of Menlo Park would be following several other local jurisdictions who have decided to regulate these types of industries themselves.

Adoption of the proposed interim ordinance establishing a temporary moratorium on the establishment of payday and auto title lenders within the City, will ensure that these businesses do not proliferate while the City Council considers enacting regulations affecting their operations within the City.

This interim ordinance must be passed by a four-fifths vote by the City Council in order to be adopted. If the City Council adopts the temporary moratorium, it will remain in effect for 45 days. The City Council must issue a report "describing the measures taken to alleviate the condition which led to the adoption" of the temporary moratorium 10 days prior to its expiration on November 23, 2012, pursuant to Government Code §65858(d). If the City Council needs more than 45 days to consider imposing limitations on the operation of payday and auto title lending businesses within the City, it may (by a four-fifths vote) extend the temporary moratorium for an additional 22 months and 15 days, following notice and a public hearing.

IMPACT TO CITY RESOURCES

There is no fiscal impact for the proposed action, other than the staff time to investigate, develop, and process such an ordinance for consideration. Any regulation through the City's zoning code would have to be considered by the Planning Commission before returning to the City Council.

POLICY ISSUES

Adopting the proposed interim ordinance establishing a temporary moratorium on payday and auto title lenders would set a new temporary policy for the city, and would allow staff and City Council the needed time to investigate and create either an outright ban or other regulations on payday and auto title lenders.

ENVIRONMENTAL REVIEW

An interim ordinance establishing a temporary moratorium on payday and auto title lenders is not subject to the California Environmental Quality Act (CEQA) because it is not a "project" which would have a direct physical change or a reasonably foreseeable indirect physical change on the environment pursuant to CEQA Guidelines §15378(b)(2).

Signature on File

Dave Bertini
Police Commander

Signature on File

Lee Violet
Interim Chief of Police

PUBLIC NOTICE

Public notification was achieved by posting a notice of this public hearing in The Daily News on September 28, 2012.

ATTACHMENTS:

- A. Draft Interim Ordinance

ORDINANCE NUMBER**INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK ESTABLISHING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF PADAY LENDERS AND AUTO TITLE LENDERS WITHIN THE CITY OF MENLO PARK**

The City Council of the City Menlo Park does hereby ordain as follows:

SECTION 1. In accordance with California Government Code Section 65858, the City Council of the City of Menlo Park hereby finds and declares that this Ordinance is deemed necessary for the following reasons:

A. The inability of low-income consumers with poor credit history to obtain certain services from federally-insured banks has resulted in a two-tiered financial services industry. More financially-stable consumers are generally able to use traditional banks, which charge lower fees for checking and issue loans regulated by the federal government. Lower-income, financially vulnerable consumers, however, often have to rely upon the alternative financial services (AFS) industry for the same services. Payday lending and auto title lending businesses, along with check casing businesses, are part of the growing AFS industry.

B. Payday lending businesses typically offer borrowers short-term loans in which the lender provides immediate cash to the borrower in exchange for a post-dated check to be cashed on the borrower's next payday. The lender charges a fee for the loan. California law currently caps individual payday loans at Three Hundred Dollars (\$300), from which a 15 percent fee can be deducted. For example, a borrower would write a check for Three Hundred Dollars (\$300) in exchange for Two Hundred Fifty-Five Dollars (\$255) in immediate cash. The end result is a very high interest rate. In 2010 the average annual percentage rate (APR) was 414 percent.

C. Studies have shown that most payday loan borrowers are not one-time customers. In 2010, California payday lenders issued 12 million payday loans to 1.6 million borrowers. According to a 2007 survey conducted by the California Department of Corporations, more than one-third of borrowers took out payday loans from multiple lenders at the same time. Studies have also shown that most of these businesses operate in low-income neighborhoods and target the most vulnerable consumers.

D. Auto title lenders are businesses that give loans against a borrower's title to their vehicle. Typically, a borrower would bring their vehicle to a lender, who would inspect it, and provide a loan for up to half of the value of the vehicle. If the loan amount is below Two Thousand Five Hundred Dollars (\$2,500), interest rate caps exist and regulations apply. If the loan is above that amount, there is no cap on the annualized interest rate. If a loan is defaulted on, the borrower's vehicle is forfeited.

E. In light of limited State and Federal legislation, recently several local governments have acted to curb the AFS industry, due to its negative effects on the most vulnerable populations. These jurisdictions include San Mateo County, Santa Clara County, San Jose, Los Altos, Pacifica and East Palo Alto. Currently, there are no payday lending or auto title lending businesses in Menlo Park and the City of Menlo Park does not regulate them. The City of Menlo Park does regulate check cashing businesses in Municipal Code Chapter 5.42. Because surrounding jurisdictions have taken steps to curb the AFS industry within their boundaries, these businesses may now seek to locate in Menlo Park and target the most vulnerable consumer's in Menlo Park and surrounding jurisdictions.

G. In light of the foregoing, the City Council finds the establishment of payday lending and auto title lending businesses within the City of Menlo Park presents a current and immediate threat to public health, safety and welfare of the City of Menlo Park. The City Council further finds that a temporary moratorium on the establishment of payday lending and auto title lending businesses within the City of Menlo Park is warranted and the City Council may review and consider possible additions or amendments to the City of Menlo Park Municipal Code to address this threat on a permanent basis.

SECTION 2. This ordinance prohibits the establishment of payday lending and auto title lending businesses within the City of Menlo Park. This ordinance shall apply to the following uses, but shall not apply to check cashing businesses as defined and regulated by Menlo Park Municipal Code Chapter 5.42:

- A. Payday Lending Businesses: For purposes of this ordinance, the term "payday lending businesses" shall mean retail businesses owned or operated by a "licensee" as that term is defined in the California Financial Code Section 23001(d), as amended from time to time.
- B. Auto Title Lending Business: For purposes of this ordinance, the term "auto title lending businesses" shall mean motor vehicle title lenders who offer a short-term loan secured by the title to a motor vehicle.

SECTION 3. If any section of this ordinance, or part hereof, is held by a court of competent jurisdiction in a final judicial action to be void, voidable or enforceable, such section, or part hereof, shall be deemed severable from the remaining sections of this ordinance and shall in no way affect the validity of the remaining sections hereof.

SECTION 4. The City Council hereby finds that this ordinance is not subject to the provisions of the California Environmental Quality Act (CEQA) because the activity is not a project as defined by Section 15378 of the CEQA Guidelines. The ordinance has no potential for resulting in physical change to the environment either directly or indirectly. Furthermore, pursuant to Section 15060(c)(2) of the CEQA Guidelines, the activity will not result in a direct and reasonably foreseeable indirect physical change in the environment because this ordinance prevents changes in the environment pending

the contemplated review of possible additions or amendments to the City of Menlo Park Municipal Code applicable to payday lending and auto title lending businesses.

SECTION 5. This ordinance is declared to be an urgency measure adopted pursuant to the provisions of Government Code Section 65858. As set forth in the findings above, this ordinance is necessary for preserving the public safety, health, and welfare. Pursuant to Government Code Section 65858, this ordinance is effective immediately and shall be in full force and effect for 45 days from the date of its adoption. After notice pursuant to California Government Code Section 65090 and a public hearing, the City Council by four-fifths vote, may extend the effectiveness of this ordinance for 22 months and 15 days.

SECTION 6. This City Clerk shall cause this ordinance to be published in a newspaper of general circulation as required by state law.

INTRODUCED, PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said Council on the ninth day of October, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kirsten Keith
Mayor

ATTEST:

Margaret S. Roberts, MMC
City Clerk

PUBLIC WORKS DEPARTMENT



Council Meeting Date: October 9, 2012
Staff Report #: 12-154

Agenda Item #: F-1

REGULAR BUSINESS: Adopt a Resolution to Appropriate and Authorize an increase of \$300,000 from the General Fund CIP Fund Balance for the City's Portion of Local Match of the East Palo Alto and Menlo Park Tidal Flooding Protection, Ecosystem Restoration, and Recreation Project, Including Staff Support for this Project, a Joint Project Between the San Francisquito Creek Joint Powers Authority, East Palo Alto and Menlo Park

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to appropriate and authorize an increase of \$300,000 from the General Fund CIP fund balance for the City's portion of local match of the East Palo Alto and Menlo Park Tidal Flooding Protection, Ecosystem Restoration, and Recreation Project (Bay Levee Project), including staff support for this project, a Joint Project Between the San Francisquito Creek Joint Powers Authority (SFCJPA), East Palo Alto and Menlo Park.

BACKGROUND

The SFCJPA project goals are to provide flood protection to the cities of Palo Alto, East Palo Alto, Menlo Park, and portions of San Mateo and Santa Clara Counties, while protecting and enhancing long-term water quality, riparian, fish, and wildlife values of the watershed and San Francisco Bay. The SFCJPA was established in May of 1999.

The SFCJPA is currently leading the local effort on major flood projects in the area. The SFCJPA is planning and designing capital projects with the goal of removing more than 5,400 properties in the participating cities from the flood plain because of the San Francisquito Creek flooding and San Francisco Bay tides. Some of the current projects include Newell bridge improvements, culvert capacity improvements under US 101, and capacity improvements along the creek from US 101 to the Bay.

In November 2011 and March 2012, the SFCJPA presented to the Council a grant opportunity for the Bay Levee Project. The Council was conceptually in support of this project but did not provide funding at the time pending additional information about the grant, future construction and maintenance obligations. This project is currently on the unfunded list in the approved Capital Improvement Project (CIP) document. Attachment C, Figure 1, provides an illustration of the project limit and areas affected by tidal flooding within East Palo Alto and Menlo Park. The levee system currently is not a

“Certified” levee by the Army Corps of Engineers, which increases flood risk from tidal flooding.

On September 28, 2012, the SFCJPA submitted a request to the City of Menlo Park requesting financial support towards the local match shortfall of \$245,875 for the environmental and design phase of the Bay Levee Project. See Attachment B for more details on the SFCJPA financial support request.

ANALYSIS

The SFCJPA applied for two grants in December of 2011 to the California Department of Water Resources to investigate and design a new levee system to provide tidal flood protection, ecosystem restoration and recreation improvements along the bay front within the corporate boundaries of East Palo Alto and Menlo Park.

In July of 2012, the SFCJPA secured both grants for a total of \$1,320,375, which represents 70% of the total \$1,886,250 anticipated project cost to complete California Environmental Quality Act (CEQA) analysis, construction documents, and permits that would allow construction to begin. Approximately 60% of the length of this levee is within the city boundary of Menlo Park, and 40% within East Palo Alto.

Once the CEQA analysis and design are completed, the SFCJPA will be focusing on securing construction funding for the Bay Levee Project. This includes submitting a grant application for 70% of the construction funding during the 2013 grant round for statewide fund bonds. The Bay Levee Project has a very preliminary estimated cost of \$37 Million for construction. If the project moves forward, there will also be a local match requirement for the construction phase of the project. Both cities will need to discuss funding strategies to determine the appropriate participation levels and sources of funding, including the potential for a special assessment district to pay the capital and maintenance cost.

During the design stage as project costs are better defined, and maintenance obligations are established, staff will develop a funding strategy to present to Council for consideration. A maintenance agreement with funding source identified will need to be established prior to the approval of the construction phase.

IMPACT ON CITY RESOURCES

The proposed project funding request will be funded from the General Fund CIP balance. The current fund balance is \$3.5 million. Staff resources are required to support this project during the CEQA analysis and design phase. The project should take approximately two years to complete CEQA and design. Staff is recommending a budget of \$300,000 for FY 2012-13 to include staff support for this project including \$245,875 for the SFCJPA contributions.

Long term, Council should be aware if such a project progresses to construction costs could exceed \$37 million. A new funding source will need to be identified to complete the project.

POLICY ISSUES

During this two-year process, as the project construction costs are better defined, and maintenance costs are established, staff will evaluate funding strategies for the long term maintenance of constructed facilities, and project costs. This project is consistent with policies established in Chapter 12.42 of the Municipal Code, Flood Damage Prevention.

ENVIRONMENTAL REVIEW

This Council action is not subject to the current California Environmental Quality Act Guidelines. The project will be completing all required environmental review documents to construct the project.

Signature on file
Fernando Bravo
Engineering Services Manager

Signature on file
Chip Taylor
Director of Public Works

PUBLIC NOTICE: Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS:

- A. Resolution
- B. SFCJPA Letter to Menlo Park
- C. Figure 1 Bay Levee Project Aerial

RESOLUTION NO.**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK TO APPROPRIATE AND AUTHORIZE A BUDGET OF \$300,000 FROM THE GENERAL FUND CIP FUND BALANCE FOR THE CITY'S PORTION OF LOCAL MATCH OF THE EAST PALO ALTO AND MENLO PARK TIDAL FLOODING PROTECTION, ECOSYSTEM RESTORATION, AND RECREATION PROJECT, INCLUDING STAFF SUPPORT FOR THIS PROJECT, A JOINT PROJECT BETWEEN THE SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY, EAST PALO ALTO AND MENLO PARK**

HEREAS, the San Francisquito Creek Joint Powers Authority (SFCJPA) project goals are to provide flood protection to the cities of Palo Alto, East Palo Alto, Menlo Park, and portions of San Mateo and Santa Clara Counties, while protecting and enhancing long-term water quality, riparian, fish, and wildlife values of the watershed and San Francisco Bay. The SFCJPA was established in May of 1999; and

WHEREAS, the SFCJPA applied for two grants in December of 2011 to the California Department of Water Resources to investigate and design a new levee system to provide tidal flood protection, ecosystem restoration and recreation improvements along the bay front within the corporate boundaries of East Palo Alto and Menlo Park; and

WHEREAS, in July of 2012, the SFCJPA secured both grants for a total of \$1,320,375, which represents 70% of the total \$1,886,250 anticipated project cost to complete CEQA, construction documents, and permits that would allow construction to begin. Approximately 60% of the length of this levee is within the city boundary of Menlo Park, and 40% within East Palo Alto; and

WHEREAS, the project has been estimated at a preliminary cost of \$37 million for construction. The SFCJPA will be submitting a grant application for 70% of the construction funding during the 2013 grant round for statewide fund bonds for this project; and

WHEREAS, the proposed project funding will be funded from the General Fund CIP fund balance. The current fund balance is \$3.5 million. Staff resources are required to support this project during the CEQA and design phase. The project should take approximately two years to complete CEQA and design.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Menlo Park hereby approve the amendment to the FY 2012-13 General Fund CIP Budget and auto appropriate \$300,000 as the City's portion of local match of the East Palo Alto and Menlo Park Tidal Flooding Protection, Ecosystem Restoration, and Recreation Project, a joint project between the San Francisquito Creek Joint Powers Authority (SFCJPA), East Palo Alto and Menlo Park, and authorizing a Budget of \$300,000 to include staff support for this project based on the following:

1. Appropriate from the General Fund CIP Fund Balance \$300,000 for the East Palo Alto and Menlo Park Tidal Flooding Protection, Ecosystem Restoration, and Recreation Project and authorize a budget of \$300,000 for FY 2012-13 to include staff support for this project including \$245,875 for the SFCJPA contributions.

I, Margaret S. Roberts, City Clerk of the City of Menlo Park, do hereby certify that the above and foregoing Resolution was duly and regularly passed and adopted at a meeting by said Council on the ninth day of October, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this ninth day of October, 2012.

Margaret S. Roberts, MMC
City Clerk



East Palo Alto, Menlo Park, Palo Alto, San Mateo County Flood Control District, and the Santa Clara Valley Water District

September 28, 2012

Mayor and Members of the City Council
City of Menlo Park

RE: City of Menlo Park's contribution towards the local match of the *East Palo Alto and Menlo Park Tidal Flood Protection, Ecosystem Restoration, and Recreation Project*

In November of last year, I presented to the Menlo Park City Council an opportunity the San Francisquito Creek Joint Powers Authority (SFCJPA) was pursuing to secure outside funding for the planning and design of a new levee system along San Francisco Bay. This project would seek to protect homes, businesses and infrastructure within Menlo Park and East Palo Alto from high tides and Sea Level Rise, eliminate those properties from flood insurance requirements, and provide ecosystem and recreational benefits.

We anticipate that the alignment of this levee would generally follow the existing (uncertified) levee between East Palo Alto properties and the baylands from San Francisquito Creek to the Dumbarton railroad tracks. It then could head west along the tracks, north along University Avenue and then west along Highway 84 to Haven Avenue and the Redwood City border. Approximately 60% of the length of this levee is within the city boundary of Menlo Park, and 40% within East Palo Alto.

At that November 2011 City Council meeting, former East Palo Alto Mayor Carlos Romero spoke about his City's financial and staff support for the project. At the March 13, 2012 Menlo Park City Council meeting, U.S. Fish & Wildlife Service regional director Mendel Stewart spoke to their agency's support. During both of those meetings, you expressed interest in the project, and as a result, the Capital Improvement Plan for 2012-17 includes this project as an unfunded item.

In December of 2011, the SFCJPA submitted two applications to the California Department of Water Resources' (DWR) Local Levee Assistance Program for 1) investigations and planning, and 2) design and environmental review of those levees. Former Menlo Park Mayor Rich Cline wrote a letter in support of the application, as did other local and federal agencies and our elected representatives in Sacramento.

In July of this year, DWR awarded both grants to the SFCJPA for a total of \$1,320,375, which represents 70% of the \$1,886,250 anticipated cost to complete construction documents and permits that would allow construction to begin. The 30% required local match totals \$565,875.

To cover this amount, the SFCJPA has secured a commitment of \$300,000 from the City of East Palo Alto and \$20,000 from the U.S. Fish and Wildlife Service. This leaves us with a shortfall of \$245,875, which we do not need to have in hand until the 2013-14 fiscal year. However, because we intend to sign a contract with the State by early November, within the next three weeks we need a firm commitment for these final local match funds. On October 9, 2012, I will attend your Council meeting to discuss this project and seek a funding commitment from the City.

Menlo Park Mayor and Council Members
September 28, 2012
Page 2

The grant funding plus local match covers the cost to evaluate existing levees and soils; survey and develop a feasible levee alignment; complete design, construction documents and an Environmental Impact Report; and secure necessary permits. I believe we can accomplish these tasks by the end of 2014, at which point we could begin construction. It is important to note that this grant does not fund construction. Within the grant application we estimated the cost of construction at \$37 million, which is a very preliminary estimate, as design has not even begun.

We have a few avenues available to us to fund this construction. We have already submitted a required “placeholder” request for a 2013 grant round for statewide bond funds for the portion of Bay levee between San Francisquito Creek at Highway 84. We anticipate submitting the full application next summer for 70% of construction funding for this stretch of levee.

Additionally, at the November 15, 2012 meeting of the SFCJPA Board, a consultant will present the results of a study of the feasible options to create a special finance district composed of areas within Menlo Park, East Palo Alto and Palo Alto to fund construction of projects along the creek and Bay. Should the SFCJPA Board wish to pursue one (or more) of these options, I could return to discuss this at a future meeting of the Menlo Park City Council.

Finally, the SFCJPA continues to be the Local Sponsor on the U.S. Army Corps of Engineers Feasibility Study, which holds the promise of future federal funding for a majority of this work. However, because of the substantial delays we have experienced in our work with the Corps, and the limited budget for these types of activities at the federal level, I am focused on local solutions to the challenges we face.

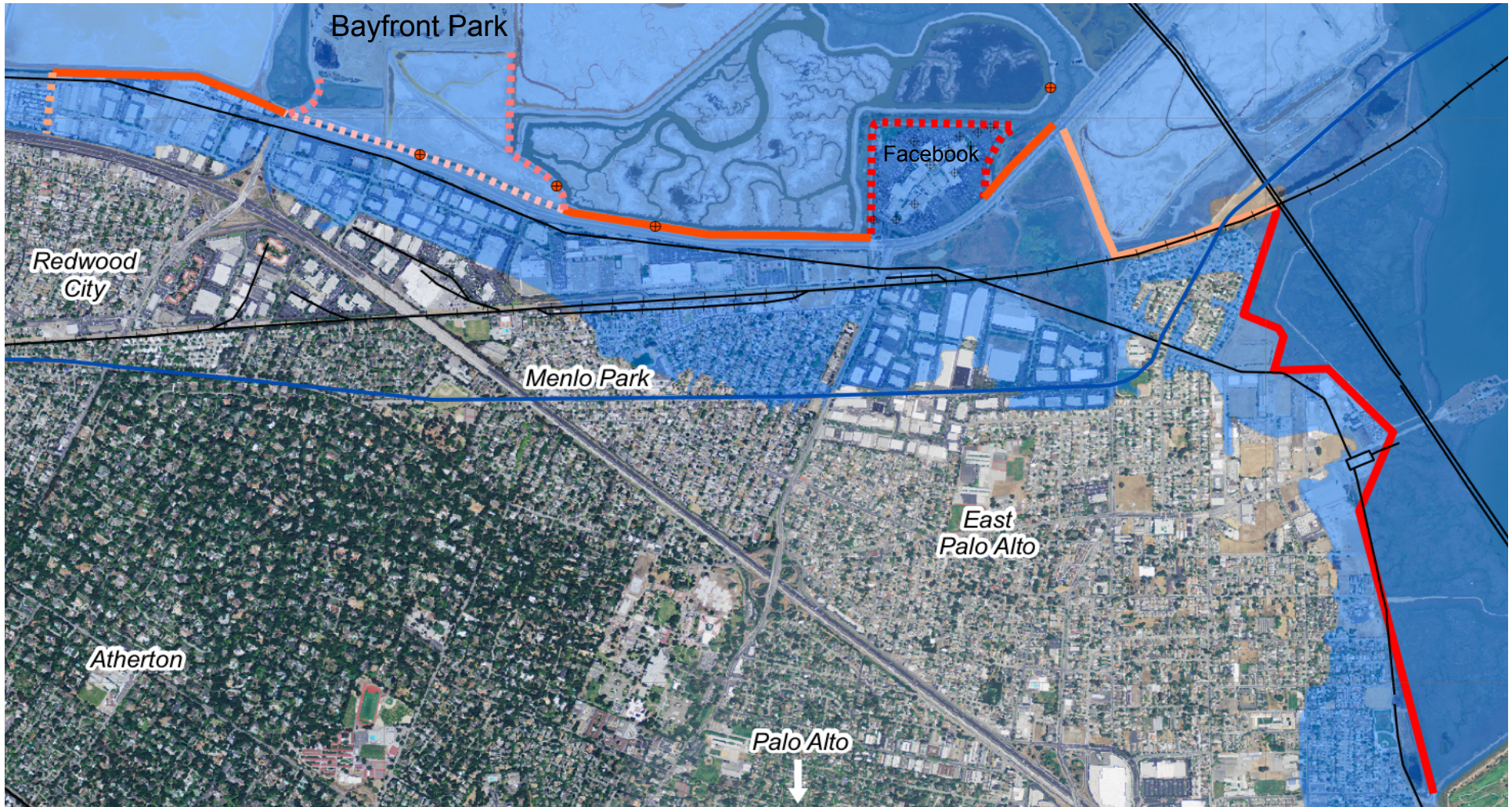
Inherent in finding local solutions is our ability to take advantage of and leverage outside funding opportunities when they present themselves. It is for this reason that I hope you will look favorably on my request that the City of Menlo Park join the SFCJPA, City of East Palo Alto, U.S. Fish and Wildlife Service, and Bay Trail Program on this project, and provide as much of the remaining local match as you are able to.

I look forward to our conversation about this important project on October 9th. In the meantime, if you have any questions, please feel free to contact me at 650-324-1972 or len@sfcjpa.org.

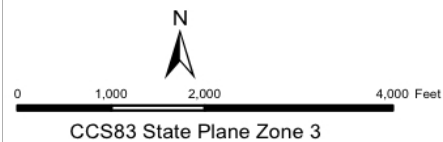
Sincerely,



Len Materman
Executive Director



Sources: FEMA Preliminary DFIRM (2011);
Moffat & Nichol (2005)















- | | | |
|---|--------------------------------|---|
|  | 1% FEMA Cstl Flood Zone | Proposed Levee |
|  | Cone Penetration Test Location |  Along 84 |
|  | Soil Boring Location |  Northeast corner |
|  | Power Lines |  West of marshes |
|  | Aqueduct |  Non-Project Levee |
|  | SW Pump Station |  Options |
|  | SW Flap Gate | |

figure 1

San Mateo County Coastal Flood Levees
**East Palo Alto and Menlo Park
Tidal Flood Protection, Ecosystem
Restoration, and Recreation Project**



PUBLIC WORKS DEPARTMENT

Council Meeting Date: October 9, 2012
Staff Report #: 12-152

Agenda Item #: F-2

REGULAR BUSINESS: Provide Direction on Whether to (A) Continue the Native Tree and Shrub Planting Project at Bedwell Bayfront Park Funded by a State Grant, (B) Discontinue the Project and Try to Renegotiate the Grant with the State to Plant Trees in the Belle Haven Neighborhood, or (C) Discontinue the Grant

RECOMMENDATION

Staff recommends that the council provide direction on whether to:

- A. Continue the tree and shrub planting project funded by a State grant at Bedwell Bayfront Park; or
- B. Discontinue the project and try to renegotiate the grant with the State to plant trees in the Belle Haven neighborhood; or
- C. Discontinue the grant, altogether

BACKGROUND

On September 28, 2010, Council approved a resolution to apply for a grant from the Environmental Enhancement and Mitigation Program (EEMP) funded by Caltrans and administered by the California Resources Agency. The City's application proposed to plant 1,000 native trees and shrubs at Bedwell Bayfront Park that would offset vehicle emissions resulting from the widening of Highway 84. The Friends of Bedwell Bayfront Park are not supportive of the project, and voiced their concerns during the council meeting.

The grant also required that applicants receive California Environmental Quality Act (CEQA) clearance prior to award. On January 25, 2011, Council approved Resolution No. 5978 adopting the Mitigated Negative Declaration. A summary of the Negative Declaration's mitigation and monitoring plan is included in Attachment A. As a result of the initial study, a specific planting area for trees was identified (see Attachment B). The Friends of Bedwell Bayfront Park and other members of the public spoke against the mitigated negative declaration. Council directed staff to conduct an outreach plan with the Friends of Bedwell Bayfront Park, Environmental Quality Commission, and Parks and Recreation Commission, and develop conceptual plans to bring back to council before installing any vegetation.

The City was awarded \$350,000 in March 2011. The estimated total project cost was \$372,030 with the City providing \$12,030 of in-kind staff time and \$10,000 from General Fund Capital Improvement Budget for Minor Park Improvements for project design and vegetation installation. The grant requires that the project be completed by June 2014.

Staff has been meeting with the Friends of Bedwell Bayfront Park with the last meeting occurring on May 9, 2012. Staff presented soil depth findings and strategies for planting trees and shrubs on landfills. In addition, staff informed the Friends of Bedwell Bayfront Park that a Request for Proposal would be developed to hire an environmental enhancement firm to design three project proposals. The Friends of Bedwell Bayfront Park indicated to staff that the project should be discontinued.

At a Council study session regarding the general operations and future plans at Bedwell Bayfront Park on September 11, 2012, the Council agreed to reconsider options on a future Council agenda.

ANALYSIS

Option A - Continue Tree and Shrub Planting at Bedwell Bayfront Park

One of the main and valid concerns of the Friends of Bedwell Bayfront Park is adequate soil depth to plant trees. Soil and root depth is a key determinant on whether and how a landfill surface can be revegetated. Staff has measured soil depth by digging sample areas until trash was encountered. The average soil depth of the project's planting area is four feet with some areas having as much as seven and a half or as little as two and a half feet.

The Environmental Protection Agency (EPA) has guidance documents for revegetating closed landfill sites based on case studies throughout the country. According to the EPA, high density, low permeability, and poor aeration of a landfill's clay layer provides an effective barrier to penetration by tree roots. Roots might penetrate a small distance into the clay layer, but penetration through the entire clay layer is prevented by the slow upward diffusion of landfill gases. Essentially this results in stunted growth of vegetation. This can actually be observed at Bedwell Bayfront Park with its existing 3,000 trees and shrubs as many trees have not reached their full growth potential.

The EPA also recommends at least 18 to 24 inches of soil depth for revegetation. Additional depth for trees is recommended, and several approaches can be used to increase soil depth, such as building berms or hillocks in areas for large vegetation. Providing a thicker erosion layer, even in small areas on the landfill, will improve options for trees and shrubs. In this scenario, the City would include as part of the project adding soil to the site.

Another option is to trim the taproots of trees, which would encourage lateral root development. Lateral roots can grow up to three times the tree's canopy width, and will provide ample anchorage and nutrient absorption for the tree.

The EPA also states that there are benefits to installing trees and shrubs on landfills because they can remove large quantities of water from soil quickly and efficiently, which can mitigate water logging.

An U.S. Fish and Wildlife representative from the Don Edwards National Wildlife refuge recommended including native grasses along with trees and shrubs. Although this was not part of the original grant application, staff has confidence that this is a reasonable request that can be approved by the grant program officer.

If the project continues, the options above would be considered in the design of the project. Staff has been working on developing a Request for Proposal to select an environmental enhancement firm that would include a biologist, vegetation expert, and landscape designer.

Option B - Discontinue the Planting Project at Bedwell Bayfront Park and Renegotiate Grant to Plant Trees in the Belle Haven Neighborhood

The EEMP grant only provides funds for the following projects:

1. Highway Landscaping and Urban Forestry for projects that are designed to offset vehicular emissions of carbon dioxide. This is the category that Menlo Park received an award.
2. Resource Lands projects for the acquisition or enhancement of resource lands.
3. Roadside Recreation projects for acquisition and/or development of roadside recreational opportunities.

Any renegotiation would need to fall within these categories and would be considered more reasonable if the request was made in the same category for which the City received an award, which was the Highway Landscaping and Urban Forestry Project.

Staff contacted the grant administrator, and a renegotiation of the project's scope can be considered. However, significant changes to scope would require additional scrutiny since the grant was competitive and was scored against other potential grants based on its original scope to plant trees and shrubs on a closed landfill site. Therefore, there is a possibility that the State would deny a change in the project's scope.

If Council chooses this option, staff will submit a change in project scope to the State to propose planting up to 400 trees in the Belle Haven Neighborhood. The two main areas where tree planting will occur are Chilco Street on both sides of the street and along the sound wall on Pierce Road. See Attachment C. The remaining trees will be planted through out the Belle Haven neighborhood. The City Arborist currently has a list of 70 areas where trees have been requested by Belle Haven residents. A repayment will also be owed to the state of \$1,329 for costs reimbursed to date that are not related to the new project scope, and were only related to costs for the Bedwell Bayfront Park tree and shrub planting project.

Option C- Discontinue Grant with No Renegotiation

If Option C is chosen, staff will notify the State that the project has been discontinued. The City will be required to pay back \$1,329 of the reimbursement provided by the State for the tree planting project to date.

IMPACT ON CITY RESOURCES

To date, the project has used less than \$2,000 (not including staff time) with \$1,329 reimbursed from the State. This was used to conduct soil samples and to take soil depth measurements, and meet with Friends of Bedwell Bayfront Park. Staff has spent about 100 hours to date on the project.

If Option A is chosen and Council decides later that the project should be discontinued, the City will be required to pay back any costs that have been reimbursed by the grant. If Option B is chosen, the City will need to pay \$1,329 back to the State as these costs were associated with soil testing of Bedwell Bayfront Park and would not be considered relevant to Option B's project scope. Choosing option C will require the city to pay back \$1,329 to the State.

POLICY ISSUES

The project is consistent with the City's efforts to reduce greenhouse gas emissions outlined in the Climate Action Plan.

ENVIRONMENTAL REVIEW

Option A has received California Environmental Quality Act (CEQA) clearance on January 25, 2011 through a Mitigated Negative Declaration. Option B is considered a ministerial project and is eligible for a Statutory Exemption under 15268 of CEQA.

Signature on file
Rebecca Fotu
Environmental Programs Manager

Signature on file
Charles Taylor
Public Works Director

PUBLIC NOTICE: Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS

- A. Bedwell Bayfront Park Tree and Shrub Mitigation and Monitoring Plan
- B. Bedwell Bayfront Park Tree Planting Area
- C. Potential Chilco Street and Pierce Road Tree Planting Area

Exhibit B: Mitigation Monitoring and Reporting Program

IMPACT	MITIGATION MEASURE	ACTION	TIMING	IMPLEMENTING PARTY	MONITORING PARTY
Impacts to breeding habitat of special status species on site and adjacent wetlands	Maintain a buffer at the edge of Bedwell Bayfront Park that is at least 500 feet wide and 75 acres in size that is tree free.	A 500 foot “tree free” planting buffer shall be incorporated in the final planting design and monitoring plan. An additional 750 foot buffer between adjacent salt marsh and any proposed work shall be shown in plans with no work occurring in this area between September and January.	During project design phase, project installation and monitoring	Project designer, contractor, and monitoring agent retained by City.	Environmental Programs Unit
Impacts to breeding of California clapper rails between February 1 and September 1	Establish a 750 foot buffer between adjacent salt marsh and any proposed work. Between September and January work could occur within the buffer, but only outside the 500 foot buffer for special status species.				
Predator roosting at tree tops overlooking special status species wetland habitat and breeding areas	Plant slow growing native trees in the central portion of Bedwell Bayfront Park that are setback far enough from the edge of the park that adjacent salt marsh and salt ponds cannot be viewed by predator roosting at the top of trees	Planting design and monitoring plan shall include only native tree and shrub plants that are less than eight feet tall. The planting design shall also locate all trees far enough back from hilltops to ensure that mature growth will not provide roosting areas that overlook the adjacent salt marsh and salt ponds. Verify the plan is implemented during project construction and monitoring of the site.	During project design phase, project installation and monitoring.	Project designer, contractor, and monitoring agent retained by the City.	Environmental Programs Unit
Impacts to onsite wetland habitat	Wetland vegetation should be avoided by the tree and shrub planting effort with a buffer of 25 feet.	Identify onsite wetland vegetation, and incorporate 25 foot buffer as a “no planting” zone on design plans and during project construction and monitoring.	During project design, project installation, and monitoring	Project biologist, designer, contractor, and monitoring agent retained by the City	Environmental Programs Unit
Project condition as a result of public comment on the project	Determine soil depth to determine appropriate plantings for the site	Hire a professional to measure and determine soil depth in order to select appropriate plantings locations for mature trees and shrubs.	During project design	Geological or other qualified professional retained by the City	Environmental Programs Unit

This document was distributed to Council on January 24, 2011.

<p>Impacts to Burrowing Owl Habitat</p>	<p>Complete a pre-construction survey to determine if burrowing owls are using the site during the project installation phase.</p> <p>Ensure that mature tree and shrub canopy cover is less than 30% of the ground surface area (includes existing and proposed trees and shrubs).</p>	<p>Complete a pre-construction survey at least one month prior to commencing construction to determine if burrowing owls are using the site during the project installation phase. If burrowing owls are found onsite, a 160 foot “no disturbance” buffer shall be established at the occupied burrows during the nonbreeding season of September 1 through January 31 or within 250 feet during the breeding season of February 1 through August 31.</p> <p>Estimate percentage of existing tree canopy and proposed mature tree canopy to ensure that tree/shrub canopy is less than 30% of the ground surface area at Bedwell Bayfront Park.</p>	<p>During project design and before pre-construction</p>	<p>Project Biologist Project Designer retained by the City and City Staff</p>	<p>Environmental Programs Unit</p>
<p>Project condition as a result of public comment on the project</p>		<p>Coordinate with PG&E during project design to ensure proposed project does not interfere with existing or proposed utilities.</p>	<p>During project design</p>	<p>PG&E City Staff Project Designer retained by City</p>	<p>Environmental Program Unit</p>



Habitat for
California clapper rail
California black rail
salt marsh harvest mouse
salt marsh wandering shrew

No New
Planting

Habitat for
California least tern
western snowy plover

Legend

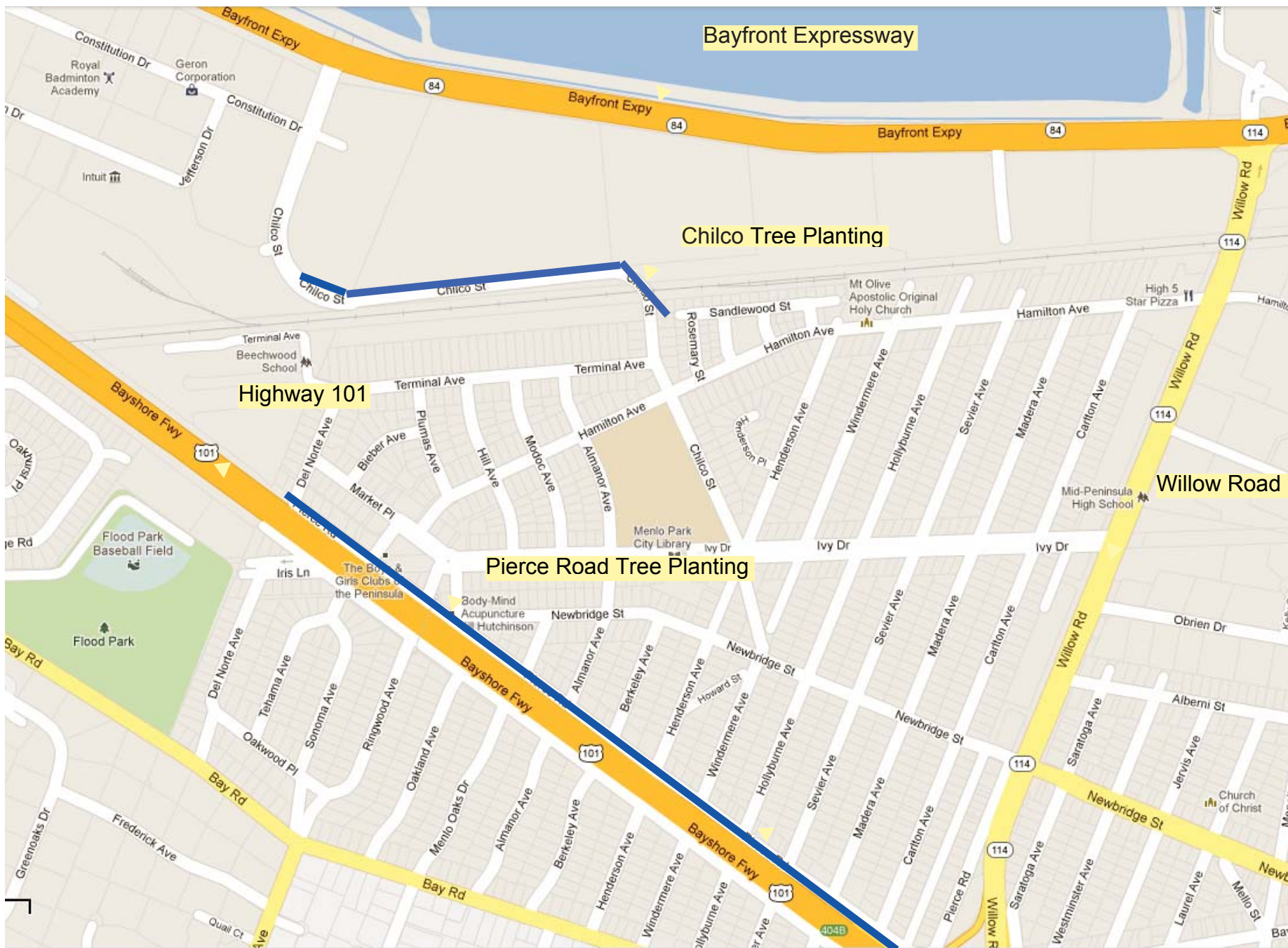
- 50 Foot Fire Access Buffer
- Tree & Shrub Planting Area
- No New Planting
- Fire Access Roads
- Non-Utilized Burrowing Owl Habitat

Planting area excluding the 50 foot fire access buffer: 43.91 acres

*Bayfront Park Biology IS,
City of Menlo Park*

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FEET

SOURCE: Aerial Imagery from DigitalGlobe (04/2009).





PUBLIC WORKS DEPARTMENT

Council Meeting Date: October 9, 2012
Staff Report #: 12-151

Agenda Item #: F-3

REGULAR BUSINESS: Approve the Change from the High Speed Rail Council Subcommittee to the Rail Council Subcommittee and Provide Direction on the Rail Council Subcommittee Mission Statement and Statement of Principles, and Council's Current Position on Rail/High Speed Rail Issues

RECOMMENDATION

Staff recommends that the City Council approve the change from the "High Speed Rail Council Subcommittee" to the Rail Council Subcommittee and provide direction on the Rail Council Subcommittee Mission Statement and Statement of Principles, and Council's current position on Rail/High Speed Rail issues included as Attachment A, B and C.

BACKGROUND

At the January 13, 2009 Council meeting, the Council approved the formation of a High Speed Rail Council Subcommittee consisting of Council members Fergusson and Cline. The intent of the Subcommittee was to evaluate issues related to High Speed Rail and discuss potential strategies to coordinate the City's efforts in responding to High Speed Rail issues.

On March 28, 2012, the Metropolitan Transportation Commission entered into a Memorandum of Understanding (MOU) with the California High-Speed Rail Authority (Authority) and other Northern California transportation agencies, including Caltrain, for entering into a funding agreement to jointly fund Early Investment Projects. Projects would include electrification of the Caltrain rail corridor and Positive Train Control systems so that the rail corridor can be "high speed rail ready" and share the use of the Caltrain tracks between San Jose and San Francisco in the future. Caltrain is now the lead agency for preparing the Environmental Impact Report (EIR) for Caltrain Electrification, as well as preparing the designs and construction management of the Positive Train Control System. As part of the MOU, Caltrain will be the lead agency in any projects involving improvements on their Right-of-Way.

Caltrain is currently conducting service operation and traffic analysis studies of the impacts associated with the increased number of Caltrain and high speed rail trains on the existing tracks including a blended approach.

ANALYSIS

The existing High Speed Rail Council Subcommittee has conducted numerous meetings with staff since its formation to evaluate the latest information related to the High Speed Rail. The Subcommittee has proved valuable in providing guidance as staff has prepared draft comment letters for Council consideration on the scope of the EIR/EIS and other environmental documents issued for review by the Authority and its interaction with Caltrain.

Given that the Caltrain corridor is now planned to be shared with high speed rail trains, the HSR Council Subcommittee discussed revising itself to a Rail Council Subcommittee. Based on this discussion and the enhanced link between Caltrain and HSR, the Subcommittee felt it was appropriate to modify the existing HSR Subcommittee to a Rail Council Subcommittee. In order to make the transition, the Subcommittee has also provided input to staff on a revised Mission Statement and Statement of Principles that will better define the future role of the Rail Council Subcommittee (see Attachments A, B for clean version and D for redlined versions). The draft Mission Statement and Statement of Principles clearly states that the Subcommittee will advocate ways to reduce the impacts of the rail, ensure all voices are heard, collaborate with other jurisdictions, and provide valuable information to Council for decisions. It is clear that significant decisions about the City's position or the High Speed Rail Project would come before the full City Council. The ongoing efforts of the Subcommittee will provide continued support in organizing the City's efforts related to High Speed Rail and other rail related issues.

Also, included as Attachment C is a draft current position summary for discussion to clarify Council's position on Rail/High Speed Rail issues and consideration of incorporating some of the draft summary positions within the Statement of Principles or Mission Statement.

IMPACT ON CITY RESOURCES

Staff resources are required to support the Subcommittee. Depending on the strategies selected to advocate for Menlo Park's interests, additional resources may be needed in the future. In addition, other transportation related projects or work initiatives may be impacted if the workload capacity of the transportation staff is exceeded.

POLICY ISSUES

There are no policy issues as a result of this action.

Signature on file
Atul Patel
Senior Transportation Engineer

Signature on file
Chip Taylor
Director of Public Works

PUBLIC NOTICE: Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

**City of Menlo Park
Rail Council Subcommittee Mission Statement**

The Rail Council Subcommittee will advocate ways to reduce the negative impacts and enhance the benefits of Rail in Menlo Park. The Subcommittee will ensure all voices are heard and that thoughtful ideas are generated and alternatives vetted. It will collaborate with other local and regional jurisdictions in support of regional consensus of matters of common interest related to Rail. Additionally, the subcommittee will support Council planning efforts and decision making on Rail-related issues with information, research and other expertise.

City of Menlo Park Statement of Principles for Rail

D R A F T

The City of Menlo Park High Speed Rail Council Subcommittee works to protect and enhance the character of Menlo Park and the community's economic vitality while supporting the conditions needed to maximize the local benefits and the long-term potential of high speed rail (HSR).

- The character of Menlo Park includes:
 - Our connected, walkable, bikeable, safe and accessible neighborhoods, parks, commercial areas and civic center
 - Our vision and specific plan for the downtown and El Camino Real including improved east-west mobility for all modes of travel

- The community's economic vitality includes:
 - The continued success of our small and large businesses
 - The maintenance of our property values
 - Rail agencies responsibly mitigating impacts of rail, including but not limited to, HSR, Caltrain, and freight

- The conditions needed to maximize the long-term potential of the City's rail corridor include:
 - Improvements to east / west connectivity; rail unifies rather than divides
 - Improvements to local transit
 - The physical and social impacts of rail are minimized by using context sensitive design solutions
 - Consider all reasonable alternatives including those discussed previously by Menlo Park

Implied "decision criteria" from these principles might include:

- Does the alternative protect or enhance connectivity to additional modes of travel/ accessibility to city locations?
- Does the alternative protect or enhance walk-ability?
- Does the alternative protect or enhance bike-ability?
- Does the alternative protect or enhance the economic vitality of businesses?
- Does the alternative protect or enhance property values?
- Does the alternative align with / support the El Camino Real / Downtown Specific Plan?
- Does the alternative protect or enhance local transit opportunities?
- Does the alternative enhance the level of transit service?

**City of Menlo Park
Council Position Summary for Discussion**

D R A F T

The following bullet points are for discussion to clarify the Council's position on high speed rail on the Caltrain corridor through Menlo Park.

- The City opposes any elimination of any part of CEQA for the High Speed Rail Project environmental process.
- No aerial or elevated structures will be utilized on the Caltrain alignment between San Jose and San Francisco unless such an elevated structure is specifically requested by a local agency, for an area within their jurisdiction
- The high speed rail within Menlo Park should be either in a two-track envelope "at-grade" system, or in an open or closed trench or tunnel, and stay within the existing Caltrain right-of-way (with very minor exceptions, and in very limited locations)
- No Environmental Impact Report should go forward which increases it beyond two tracks in Menlo Park, unless underground in a closed trench or tunnel
- City is interested in positive train control and alternative propulsion systems as an early investment project to increase regional mobility and local train service. We are in favor of positive train control provided it increases train service at or beyond 2005 levels at the Menlo Park Caltrain Station.
- The City is not interested in a blended system with passing tracks located in Menlo Park
- The City is interested in quiet zones for the rail corridor in Menlo Park
- Our strategy is to work cooperatively with the blended system planning efforts while preventing an at-grade or elevated 4 track system through Menlo Park.

ATTACHMENT BA

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~~Menlo Park City of Menlo Park City,~~
~~Rail Council Subcommittee Council High Speed Rail~~
~~Subcommittee~~ **Mission Statement**

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The ~~Rail Council Subcommittee Council High Speed Rail Subcommittee~~ will advocate ways to reduce the negative impacts and enhance the benefits of ~~High Speed~~ Rail in Menlo Park. The Subcommittee will ensure all voices are heard and that thoughtful ideas are generated and alternatives vetted. It will collaborate with other local and regional jurisdictions in support of regional consensus of matters of common interest related to ~~High Speed~~ Rail. Additionally, the subcommittee will support Council planning efforts and decision making on ~~High Speed Rail-related issues~~ with information, research and other expertise.

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ATTACHMENT B

City of Menlo Park Statement of Principles for High Speed Rail

DRAFT

The City of Menlo Park High Speed Rail Council Subcommittee Rail Subcommittee works to protect and enhance the character of Menlo Park and the community's economic vitality while supporting the conditions needed to maximize the local benefits and the long-term potential of high speed rail (HSR).

- The character of Menlo Park includes:
 - Our connected, walkable, bikeable, safe and accessible neighborhoods, parks, commercial areas and civic center
 - Our vision and specific plan for the downtown and El Camino Real including improved east-west mobility for all modes of travel
- The community's economic vitality includes:
 - The continued success of our small and large businesses
 - The maintenance of our property values
 - [HSR-Rail agencies](#) responsibly mitigating impacts [of rail, including but not limited to, HSR, Caltrain, and freight](#)
- The conditions needed to maximize the long-term potential of [the high speed rail City's rail -corridor](#) include:
 - Improvements to east / west connectivity; [HSR-rail](#) unifies rather than divides
 - Improvements to local transit
 - The physical and social impacts of [HSR-rail](#) are minimized by using context sensitive design solutions
 - Consider all reasonable alternatives including those discussed previously by Menlo Park

- Implied "decision criteria" from these principles might include:
- Does the alternative protect or enhance connectivity [to additional modes of travel/](#) accessibility [to city locations](#)?
 - Does the alternative protect or enhance walk-ability?
 - Does the alternative protect or enhance bike-ability?
 - Does the alternative protect or enhance the economic vitality of businesses?
 - Does the alternative protect or enhance property values?
 - Does the alternative align with / support the El Camino Real / Downtown Specific Plan?
 - Does the alternative protect or enhance local transit opportunities?
 - [Does the alternative enhance the level of transit service?](#)

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