



CITY COUNCIL SPECIAL AND REGULAR MEETING AGENDA

Tuesday, March 5, 2013
5:30 P.M.

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

5:30 P.M. CLOSED SESSION (1st floor Council Conference Room, Administration Building)

Public Comment on these items will be taken prior to adjourning to Closed Session

CL1. Closed session conference with legal counsel pursuant to Government Code Section 54956.9(a) regarding litigation existing litigation:
Peninsula Interfaith Action, et al. v City of Menlo Park San Mateo County Superior Court Case No. CIV513882

CL2. Closed session conference with legal counsel pursuant to Government Code Section 54956.9(b)(1) regarding potential litigation against the City of Menlo Park

7:00 P.M. REGULAR SESSION

ROLL CALL – Carlton, Cline, Keith, Ohtaki, Mueller

PLEDGE OF ALLEGIANCE

REPORT FROM CLOSED SESSION

ANNOUNCEMENTS

Introduction of new Police Chief Robert Jonsen

A. PRESENTATIONS AND PROCLAMATIONS – None

B. COMMISSION/COMMITTEE VACANCIES, APPOINTMENTS AND REPORTS

B1. Report from Finance and Audit Committee (*Attachment*)

B2. Transportation Commission quarterly report on the status of their 2-Year Work Plan

B3. Environmental Quality 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.** Authorize the Public Works Director to accept the work performed by Amland Corporation for the Santa Cruz Avenue/Elder Avenue Traffic Signal Installation Project
(Staff report #13-026)
- D2.** Authorize the Public Works Director to accept the work performed by JJR Construction, Inc. for the Woodland Avenue Sidewalk Project (Staff report #13-027)
- D3.** Authorize the City Manager to enter into an agreement with Telecommunications Engineering Associates to purchase and install replacement radio equipment in an amount not to exceed \$130,000 pursuant to approved Capital Improvement Project
(Staff report #13-028)
- D4.** Accept minutes for the Council meetings of February 4 and 12, 2013 (Attachment)
- D5.** Approve a second amendment to the Purchase and Sale Agreement with Greenheart Land Company for the sale of property owned by the former Menlo Park Redevelopment Agency located at 777-821 Hamilton Avenue, reducing the sale price from \$8.0 million to \$7.650 million and to extending the time to obtain State Department of Finance approval to April 30th as required (Staff report #13-030) **NOTE:** This item is for the Successor Agency
- D6.** Authorize the City Manager to execute an agreement between the City of Menlo Park and the Cable Joint Powers Agency for storage and operation of institutional network equipment (Staff report #13-029)
- D7.** Authorize the City Manager to execute an agreement with Packet Fusion and CDWG in a combined amount not to exceed \$300,000 for Voice Over Internet Protocol (VOIP)
(Staff report #13-034)

E. PUBLIC HEARINGS – None

F. REGULAR BUSINESS

- F1.** Consider appeal of staff determination to issue a revocable encroachment permit to construct a driveway on the Louise Street frontage of the property at 1825 Santa Cruz Avenue or adopt a resolution vacating and abandoning a portion of Louise Street
(Staff report #13-031)
- F2.** Adopt a resolution appropriating a total of \$400,000 from the Below Market Rate Housing Fund for FY 2012-2013; authorize the City Attorney and City Manager to take all steps necessary to resolve and settle the lawsuit filed by the City of Menlo Park against the owners of 25 Riordan Place and the mortgage holder, and to obtain possession of the property located at 25 Riordan Place and retain the home in the City's BMR Program
(Staff report #2013-033)
- F3.** Consider request of Mayor Pro Tem Mueller to discuss and vote on whether to reconsider the City Council decision on March 5, 2013, regarding an appeal of the Planning Commission action regarding 1976 Menalto Avenue--action limited to vote on whether to reconsider--actual discussion of merits and whether to modify prior decision would be agendaized for a future meeting date (Attachment)

F4. Approve a comment letter on the Notice of Preparation for an Environmental Impact Report for the Peninsula Corridor Electrification Project (*Staff report #13-032*)

F5. 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. Review of the City's Investment Portfolio as of December 31, 2012 (*Staff report #13-025*)

I2. Quarterly financial review of General Fund operations as of December 31, 2012 (*Staff report #13-036*)

I3. Update on Housing Element environmental review (*Staff report #13-035*)

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: 02/28/2013)

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.

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City of Menlo Park
Finance and Audit Committee
3-year Forecast Assumptions

MEMORANDUM REGARDING 3-YEAR FORECAST

TO: Menlo Park City Council
FROM: Finance and Audit Committee
DATE: February 5, 2013

Introduction

The Finance and Audit Committee has prepared a 3-year Forecast Model for the General Fund to assist the City Council in longer-term planning and highlight key factors, both positive and negative, that may impact the City's finances in the future. We believe this information can help the Council as it makes decisions on various matters that will come before the Council. Specifically, the Committee focused on providing the City Council a Base Case scenario, which we believe to be relatively likely based on current information. We made no changes to the currently adopted 2012-13 budget, but did incorporate planned adjustments into subsequent year calculations.

Summary

Based on the forecast assumptions in the base case scenario, the projections provide a modest surplus for each of the years 2013/2016. The Committee believes there may be potential revenue increases for the City---depending upon the rate of increase in real estate values and the frequency of property turnover and increased assessments, and increased assessments related to identified property projects. In the short term, additional increases/decreases in revenues are largely dependent on factors external to the Council's control. However, increases in revenues could be offset if pension requirements are significantly increased by CalPERS and/or there are significant expenditure increases resulting from forthcoming employee contracts, or required transfers to other funds exceed projections.

Current Considerations

A number of Council decisions have had significant positive impact on the City's fiscal health to increase revenue without increasing expenses:

- Transient Occupancy Tax (TOT) has increased from approximately \$1.474M in 2007-08 to \$2.939M in 2011-12, primarily due to the opening of the Rosewood Hotel.
- An annual payment from Facebook of \$800,000 in- lieu sales taxes begins in FY 2012/2013 and continues for subsequent years.
- The increase of the TOT rate to 12% which was approved in the November 2012 election, took full effect in January 2013. This increase is expected to add \$280,000 in fiscal year 2012-13 and \$560,000 annually thereafter.

City of Menlo Park
Finance and Audit Committee
3-year Forecast Assumptions

- The payment of \$6.6 million from General Fund Reserves for the police safety side fund has reduced annual expenses by approximately \$800,000 starting in 2010-11 and continuing for 11 years.

The elimination of the RDA has resulted in the City General Fund absorbing ongoing expenses of approximately \$400,000 in 2011-12 and an additional \$700,000 in 2012-13. Continuing expenses of \$1.1M are reflected in this forecast.

Historically, actual expenditures have been approximately 3-4% less than budgeted expenses. The result of this pattern is an implied budget “cushion.” This cushion and the increase in RDA related expenses described above should be considered when reviewing the significant increase in budgeted expenditures for 2013 when compared to previous year actual expenses.

This forecast does not include any analysis of the impact of the housing element.

Base Case Scenario:

Revenues to grow 2.5% unless noted

- Property Tax –Secured Property Tax
 - 5% 2013-14 (from the county’s assessment roll tracker)
 - 3.75% 2014-15 (Includes Facebook FIA property tax assumptions)
- Sales Tax
 - 1.6% 2013-14
- Transient Occupancy Tax
 - 10.5% 2013-14 (Increase in TOT to 12% with no additional hotel rooms)
- Utility Users’ Tax
 - 5% for Gas and Electric; Landline held at 0% in 2013 – 2016
- Licenses and Permits
 - Includes Facebook annual payment of \$800,000 for the next five years

Expenses to grow 2.5% unless noted

- Salaries and Wages
 - 2% 2013 – 2016
- Fringe Benefits
 - 9.6% 2013 – 2014 (CalPERS rate increases includes labor concessions, health insurance)
 - 5.0% 2014 – 2016 (Assumes increasing CalPERS rates)
- Operating Expenses
 - 3% 2013 – 2014 (5% increase in General Liability)
 - 4% 2014 – 2015 (5% increase in General Liability)
 - 5% 2015 – 2016 (5% increase in General Liability)

City of Menlo Park
Finance and Audit Committee
3-year Forecast Assumptions

- Utilities
 - 4% 2015 – 2016 (Gas, Electric and Water)

Upside Potential:

- Property Tax
 - Property Tax for 2013-14 assessed valuations already up 5.1%
 - Facebook West Campus, Sobrato Commonwealth Drive, Stanford Arrillaga El Camino Real, among others
 - RDA distribution on asset sales (one-time)
- Sales Tax
 - 3.2% 2013-14 (State Board of Equalization estimate)
- Charges for Services
 - 2014-15 and 2015-16 Charges for Services planning fees may increase due to additional development projects but will be likely offset by increases in related expenses

Downside Potential:

- Salaries and Wages
 - 2013 – 2016 (Increase possible due to new labor concessions)
- Fringe Benefits
 - 2013 – 2016 (Increase possible due to CalPERs rates)
- Other Funds
 - Bedwell-Bayfront Park Fund is declining and will eventually be an obligation of the General Fund
 - The Landscape Tree Assessment Fund is not sufficient for identified Tree Canopy requirements
 - Funding requirements for Comprehensive Planning Fund are still being considered by the Council
- Required transfers to the Capital Improvement Program may not be adequate to maintain existing infrastructure
- Grade separation studies and implementation
- Investment in storm drain requirements

Future Role for Committee:

- Continue to make financial information understandable
- Analyze sustainability of certain funds like Comprehensive Planning Fund and Bedwell-Bayfront Park
- Ad-hoc requests
- Is there an ongoing role for the Committee?

General Fund 3-Year Projection ⁽¹⁾

Revenue Categories	Scenario	Audited Actual 2011	Audited Actual 2012	Adopted Budget 2013	Forecast 2014	Forecast 2015	Forecast 2016
Beginning General Fund Balance		\$25,427,046	\$19,605,943	\$21,565,746	\$21,826,087	\$22,437,855	\$23,033,242
Property Taxes	Baseline	\$12,811,323	\$13,239,856	(2) \$13,658,000	(2) \$14,324,805	(2) \$14,848,103	\$15,219,306
Sales Tax	Baseline	5,988,055	\$5,938,310	6,330,000	(3) 6,374,500	6,533,863	6,697,209
Transient Occupancy Tax	Baseline	2,453,981	\$2,939,475	(4) 3,326,000	(4) 3,675,230	3,767,111	3,861,289
Utility Users' Tax	Baseline	1,122,940	\$1,080,435	1,180,500	(5) 1,222,913	(5) 1,267,191	(5) 1,313,420
Franchise Fees	Baseline	1,677,016	\$1,758,704	1,873,500	1,920,338	1,968,346	2,017,555
Licenses & Permits	Baseline	3,239,561	\$3,685,556	(6) 4,266,465	(6) 4,353,121	(6) 4,441,938	(6) 4,532,970
Intergovernmental Revenue	Baseline	1,946,156	\$1,158,010	911,263	934,045	957,396	981,331
Fines & Forfeitures	Baseline	953,195	\$1,067,328	1,085,200	1,112,330	1,140,138	1,168,642
Interest & Rent Income	Baseline	575,758	\$761,327	770,018	790,768	812,038	833,839
Charges for Services	Baseline	5,246,251	\$6,743,126	6,370,600	(7) 6,907,750	(7) 7,066,926	(7) 7,229,811
Donations	Baseline	32,317	\$27,741	29,050	(8) 29,631	(8) 30,224	(8) 30,828
Other Financing Sources	Baseline	698,187	\$578,435	389,073	398,800	408,770	418,989
Total Revenues		\$ 36,744,740	\$38,978,303	\$ 40,189,669	\$ 42,044,230	\$ 43,242,042	\$ 44,305,187
Expenditure Categories							
Salaries and Wages	Baseline	\$19,288,484	\$19,402,965	\$20,615,888	(9) \$21,028,206	(9) \$21,448,770	(9) \$21,877,745
Benefits	Baseline	7,557,317	\$7,141,185	(10) 7,996,254	(10) 8,771,891	(10) 9,210,485	(10) \$9,671,009
Operating Expense	Baseline	2,208,681	\$2,628,497	2,993,842	(11) 3,083,657	(11) 3,207,004	(11) \$3,367,354
Utilities	Baseline	970,719	\$1,001,911	1,152,016	(12) 1,198,097	(12) 1,246,021	(12) \$1,295,861
Services	Baseline	2,250,245	\$3,203,334	3,143,401	3,221,986	3,302,536	\$3,385,099
Fixed Assets and Capital Outlay	Baseline	250,116	\$238,532	278,612	285,577	292,717	\$300,035
Travel	Baseline	23,518	\$27,294	55,655	57,046	58,473	\$59,934
Repairs and Maintenance	Baseline	746,927	\$755,252	866,878	888,550	910,764	\$933,533
Special Projects Expenditures	Baseline	414,531	\$241,730	362,454	371,515	380,803	\$390,323
Transfers Out	Baseline	2,267,950	\$2,377,800	2,464,328	2,525,936	2,589,085	\$2,653,812
Total Expenditures		\$35,978,488	\$37,018,500	\$39,929,328	\$41,432,461	\$42,646,656	\$43,934,706
Total Impact on Fund Balance		\$766,252	\$1,959,803	\$260,341	\$611,769	\$595,386	\$370,481
Net Operating Revenue		\$766,252	\$1,959,803	\$260,341	\$611,769	\$595,386	\$370,481
Police Safety Side Fund Payoff		(\$6,587,358)					
Ending General Fund Balance		\$19,605,943	* \$21,565,746	\$21,826,087	\$22,437,855	\$23,033,242	\$23,403,723

Notes to 3-year Forecast:

- (1) Revenues and expenditures are generally anticipated to grow by inflation of 2.5% unless otherwise indicated.
- (2) Property Tax increases 5% in 2013-14 and 3.75% in 2014-15.
- (3) Sales Tax 1.6% growth for 2013-14.
- (4) Transient Occupancy Tax anticipated TOT increase from 10% to 12% from January - June 2013 increase of \$280,000; 2014 full year at 12% \$560,000.
- (5) Assumes 1% UUT tax rate on all utilities; 5% growth through 2015-16 on Electric and Gas. Landline remains at zero growth thru 2015-16.
- (6) Licenses and Permits includes an increase of \$800,000 per year from Facebook.
- (7) Charges for Services for 2013-14 reflect increase in Recreation and Planning fees from 2011-12 actual.
- (8) Donations increase by 2% thru 2015-16.
- (9) Salaries and Wages increase 2% thru 2015-16.
- (10) CalPERS rates include labor concessions through 2015; 5.5% increase in 2016.
- (11) Operating Expenses increase from 3% in 2013-14 to 5% in 2015-16 due to increase in General Liability.
- (12) Utilities Expense for Gas, Electric and Water increase by 4% through 2015-16.



PUBLIC WORKS DEPARTMENT

Council Meeting Date: March 5, 2013
Staff Report #: 13-026

Agenda Item #: D-1

CONSENT CALENDAR: Authorize the Public Works Director to Accept the Work Performed by Amland Corporation for the Santa Cruz Avenue/Elder Avenue Traffic Signal Installation Project

RECOMMENDATION

Authorize the Public Works Director to accept the work performed by Amland Corporation for the Santa Cruz Avenue/Elder Avenue Traffic Signal Installation Project.

BACKGROUND

On May 8, 2012, the City Council awarded a construction contract for the Santa Cruz Avenue/Elder Avenue Traffic Signal Installation Project to Amland Corporation. The project consisted of installing a new traffic signal system at the intersection of Santa Cruz Avenue and Elder Avenue, removing the existing pedestrian traffic signal on Santa Cruz Avenue in front of Hillview School, widening Elder Avenue to add a southbound right turn lane, and installing new curb and gutter, sidewalk, handicapped ramps, and traffic striping, signing, and marking.

ANALYSIS

All work has been completed in compliance with the plans and specifications.

The project was completed within the approved project budget.

Contractor: Amland Corporation
984 Memorex Drive
Santa Clara, CA 95050

IMPACT ON CITY RESOURCES

Construction Budget:

Contract Amount	\$233,808
Contingency	<u>\$ 20,643</u>
Total Construction Cost:	\$254,451

Construction Expenditures

Construction Contract Costs	\$254,451
Construction Contract expenditures	<u>\$248,158</u>
Balance remaining	\$ 6,293

POLICY ISSUES

There are no policy issues associated with this action.

By authorizing the Public Works Director to accept the work by Amland Corporation, a 35 day noticing period is initiated that publicly notifies all parties that the Project is complete and that all of the City held retention will be released at the conclusion of said period.

ENVIRONMENTAL REVIEW

The 2009 Final Environmental Impact Report for the Hillview Middle School Expansion Project recommended the installation of a traffic signal at the intersection of Elder Avenue and Santa Cruz Avenue as a mitigation measure for the potential significant traffic impact at this intersection.

The installation of the right turn lane from Elder Avenue to Santa Cruz Avenue is categorically exempt under Class 1 of the current California Environmental Quality Act Guidelines. Class 1 allows for minor alterations of existing facilities, including highways and streets, sidewalks, gutters, bicycle and pedestrian access, and similar facilities, as long as there is a negligible or no expansion of use.

Signature on File
René Baile
Transportation Engineer

Signature on File
Charles 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

None



PUBLIC WORKS DEPARTMENT

Council Meeting Date: March 5, 2013

Staff Report #: 13-027

Agenda Item #: D-2

CONSENT CALENDAR: Authorize the Public Works Director to Accept the Work performed by J.J.R. Construction, Inc. for the Woodland Avenue Sidewalk Project

RECOMMENDATION

Authorize the Public Works Director to Accept the Work performed by J.J.R. Construction, Inc. for the Woodland Avenue Sidewalk Project.

BACKGROUND

On March 13, 2012, the City Council awarded a contract for the Woodland Avenue Sidewalk Project to J.J.R. Construction, Inc. The project consisted of installing new curb and gutter, sidewalk, drainage improvements, asphalt driveways and updated signage along Woodland Avenue between Menalto Avenue and Euclid Avenue.

ANALYSIS

The project connected several sections of previously installed sidewalk along Woodland Avenue between Menalto Avenue and Euclid Avenue to create a continuous stretch of accessible walkways. All the work was deemed complete and in accordance with the plans and specifications.

The project was completed within the approved project budget.

Contractor: J.J.R. Construction, Inc.
1120 Ninth Avenue
San Mateo, CA 94402

IMPACT ON CITY RESOURCES

Construction Budget:

Contract Amount	\$233,285
Contingency (20%)	\$ 46,657
Total Construction Cost:	\$279,942

Construction Expenditures

Construction Contract Costs	\$279,942
Construction Contract expenditures	<u>\$240,403</u>
Balance remaining	\$ 39,539

POLICY ISSUES

There are no policy issues associated with this action.

By authorizing the Public Works Director to accept the work by J.J.R. Construction, Inc., a 35 day noticing period is initiated that publicly notifies all parties that the Project is complete and that all of the City held retention will be released at the conclusion of said period.

ENVIRONMENTAL REVIEW

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

Signature on file
René Baile
Transportation Engineer

Signature on file
Charles Taylor
Director of Public Works

PUBLIC NOTICE

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ATTACHMENTS

None



POLICE DEPARTMENT

Council Meeting Date: March 5, 2013
Staff Report #: 13-028

Agenda Item #: D-3

CONSENT CALENDAR: **Authorize the City Manager to Enter into an Agreement with Telecommunications Engineering Associates to Purchase and Install Replacement Radio Equipment, in an Amount Not to Exceed \$130,000 Pursuant to Approved Capital Improvement Program Project**

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into an agreement with Telecommunications Engineering Associates (TEA) to purchase, deliver and install replacement radio equipment for the Police Department, in an amount not to exceed \$130,000.

BACKGROUND

In December 2010, the Police Department reviewed the current status of our police radio infrastructure with TEA. TEA is currently the vendor who maintains all of the radio equipment, not only for Menlo Park Police Department, but also for all other police and fire agencies in San Mateo County. A review of our equipment revealed that some of it was outdated and overdue for replacement. In addition, there was an issue of poor quality radio transmissions when Officers worked in the areas of Belle Haven or East Palo Alto. TEA prepared a Radio Infrastructure Replacement Schedule that addresses what equipment needs to be replaced and when, in order to maintain critical radio communications between the dispatchers and officers in the field. TEA also strongly suggested an additional voting receiver (a device which takes transmissions and relays them on specific frequencies) and antennae system be added to address the poor radio reception issues.

A 5 year CIP was submitted and approved, with \$130,000 approved for equipment replacement/enhancement during F/Y 12/13.

ANALYSIS

TEA has installed and maintained the radio equipment for Menlo Park for at least 20 years. They are extremely familiar with the equipment and the integration of it with the rest of the agencies in the County. TEA has vast experience in providing advanced systems for public safety environments, having done so for every agency in San Mateo

County, including Police and Fire. They have an impeccable record of managing projects on time and within budget. It is crucial that the radio system is maintained during normal operations while new equipment is being installed. TEA is the radio repair and installation service used by the County of San Mateo and all its fire and police agencies. The Menlo Park Police Department has used TEA as a sole source for radio repair, upgrade and installation. Due to the critical nature of the equipment and installation/replacement of it, and TEA's familiarity with the system and how it integrates with the County-wide system, they are a sole source provider.

IMPACT ON CITY RESOURCES

The budget for the radio infrastructure replacement is as follows (this is a cost estimate as some of the equipment is subject to change due to price increases beyond TEA control). The budget also reflects a 10% contingency for unanticipated changes.

Radio equipment replacement parts:	\$ 59,607.32
TEA 5% markup:	\$ 2,980.37
Sales Tax	\$ 5,163.48
Shipping	\$ 894.00
TEA Installation services	\$ 41,500.00
ATT T1 circuit installations	\$ 8,000.00
Total budget	\$118,145.17

There are sufficient funds in the General Fund Capital Improvement Program to pay for this project.

POLICY ISSUES

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

ENVIRONMENTAL REVIEW

Environmental review is not required.

Signature on file
Susie Eldred
Technical Services Manager

Signature on file
Dave Bertini
Patrol Operations Commander

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. Radio Infrastructure Replacement Schedule
- B. Specifications for Police Radio System Replacement and Enhancement

Menlo Park Police Department
Radio Infrastructure Replacement Schedule

ATTACHMENT A

Revised: 12/04/2010

Item	System	Location	Make/Model	Year	Cost	Useful Years	Replace Year	Replace. Equip Cost	Installation Services	Replace. Total Cost
UHF duplex base station radio	PD-1	701 Laurel	Ericsson Mastr III	1999	\$10,500	12	2011	\$16,500	\$3,300	\$19,800
UHF duplex base station radio	PD-1	333 Middlefield	Motorola Quantar	2006	\$3,000	12	2018	\$16,500	\$3,300	\$19,800
UHF voting receiver	PD-1	100 Terminal	Ericsson Mastr III	2000	\$3,000	12	2012	\$7,500	\$1,500	\$9,000
UHF voting receiver	PD-1	83 Ashfield	Ericsson Mastr III	2000	\$3,000	12	2012	\$7,500	\$1,500	\$9,000
UHF voting receiver	PD-1	Moore Rd.	Ericsson Mastr III	2000	\$3,000	12	2012	\$7,500	\$1,500	\$9,000
UHF voting receiver	PD-1	3322 Alameda	Ericsson Mastr III	2000	\$3,000	12	2012	\$7,500	\$1,500	\$9,000
Voter/comparator	PD-1	701 Laurel	Motorola Digitac	1999	\$12,535	15	2014	\$18,000	\$3,600	\$21,600
Antenna system	PD-1	701 Laurel	UHF T-band	2000	\$12,000	14	2014	\$16,000	\$3,200	\$19,200
Antenne tower	Various	701 Laurel	Unknown	2000	\$22,000	30	2030	\$35,000	\$7,000	\$42,000
Antenna system	PD-1	300 Middlefield	UHF T-band	1995	\$2,000	14	2009	\$4,000	\$800	\$4,800
Antenna system	PD-1	100 Terminal	UHF T-band	1998	\$1,200	14	2012	\$2,400	\$480	\$2,880
Antenna system	PD-1	83 Ashfield	UHF T-band	1995	\$1,500	14	2009	\$3,000	\$600	\$3,600
Antenna system	PD-1	Moore Rd.	UHF T-band	2005	\$2,400	14	2019	\$4,800	\$960	\$5,760
Antenna system	PD-1	3322 Alameda	UHF T-band	2007	\$2,400	14	2021	\$4,800	\$960	\$5,760
Antenna system	Rcvrs	701 Laurel	UHF T-band	2000	\$4,000	14	2014	\$6,500	\$1,300	\$7,800
Radio console system	Console	701 Laurel	Zetron M4024	1999	\$41,250	15	2014	\$110,000	\$22,000	\$132,000
Custom-built radio cabinets	Cos	701 Laurel	Custom-built	1999	\$910	15	2014	\$2,000	\$400	\$2,400
T1 multiplexer	PD-1	701 Laurel	Adtran TDU-120	2009	\$2,500	10	2019	\$4,000	\$800	\$4,800
T1 multiplexer w/ DC power	PD-1	300 Middlefield	Adtran TSU-120	2009	\$3,500	10	2019	\$4,500	\$900	\$5,400
Monitor receiver	Ath	701 Laurel	Motorola GM300	2000	\$365	12	2012	\$1,200	\$240	\$1,440
Monitor receiver	Ctrl-1	701 Laurel	Motorola GM300	1996	\$600	12	2008	\$1,200	\$240	\$1,440
Monitor receiver	Cmd-11	701 Laurel	Motorola CDM	2008	\$750	12	2020	\$1,200	\$240	\$1,440
Monitor receiver	Palo Alto	701 Laurel	Motorola GM300	2000	\$365	12	2012	\$1,200	\$240	\$1,440
Monitor receiver	EPA	701 Laurel	Motorola GM300	2000	\$365	12	2012	\$1,200	\$240	\$1,440
					\$136,140			\$284,000	\$56,800	\$340,800

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City of Menlo Park Police Department
Specifications for Police Radio System Replacement and Enhancement

11/28/2012

TEA Estimate# 20121888

GGY/DDJ

Menlo PD

Item	Qty	Mfg	Part Number	Description	Cost Estimate		
					Each	Extended	Labor
Master III Base Station Repeater	1	Harris	SXVMCX	Station, Conv, MIII 470-494, 100W	\$5,853.40	\$5,853.40	16
Master III Base Station Repeater (Option)	1	Harris	SXSF3H	Tone Remote/Repeat	\$0.01	\$0.01	0
Master III Base Station Repeater (Option)	1	Harris	SXSF1W	Voting Tone	\$40.70	\$40.70	0
Master III Base Station Repeater (Option)	1	Harris	SXMF5H	12.5 khz	\$0.00	\$0.00	0
Master III Base Station Repeater (Option)	1	Harris	SXMN2B	No Cabinet	\$81.40	\$81.40	0
Master III Base Station Repeater (Option)	1	Harris	SXMN9C	Cover, Screen	\$25.90	\$25.90	0
Master III Base Station Repeater (Option)	1	Harris	SXPS9R	Power Supply, 120vac, 60hz, 12/24vdc	\$691.90	\$691.90	0
Master III Base Station Repeater (Option)	1	Harris	SXCL5Z	Cable, Charger to Battery	\$77.70	\$77.70	0
Master III Base Station Repeater (Option)	1	Harris	SXCJ5E	Cable, RX to Antenna, No Relay, No Duplexer	\$51.80	\$51.80	0
Duplexer	1	Telewave	TPRD4744	UHF T-Band duplexer, 470-512 MHz, 90dB iso	\$1,281.85	\$1,281.85	2
IMD Panel	1	Sinclair	PC3213	UHF T-band dual isolator. 406-512 MHz, 125 W	\$1,002.68	\$1,002.68	2
Antenna	1	Commander Tech	455-9N	10db gain antenna (use existing coax)	\$870.00	\$870.00	16
Atlas 550	1	Adtran	1200305 E2	Atlas 550 with Quad T1 and Octal 4w E/M	\$2,335.00	\$2,335.00	16
Atlas 550 card	1	Adtran	1200313 L1	Octal 4w E/M	\$783.00	\$783.00	1
Atlas 550 card	2	Adtran	1200755 E2	Quad T1 Card	\$1,045.00	\$2,090.00	1
CTI Voter Monitor System PC	1	TEA		WIN-8 PC	\$600.00	\$600.00	16
CTI Voter Monitor System	1	CTI	S1-61165	HIB-IP With Software	\$2,495.00	\$2,495.00	1
CTI Voter Monitor System	1	CTI	S2-60442	CIB	\$655.00	\$655.00	1
CTI Voter Monitor System	1	CTI	S2-60472	Rack Mount	\$61.00	\$61.00	1
CTI Voter Monitor System	1	CTI	81-12112	Power Supply	\$35.00	\$35.00	1
CTI Voter Monitor System	1	CTI	S2-60437	Digitac Mount	\$110.00	\$110.00	1
CTI Voter Monitor System	2	CTI	S2-60318	Terminator	\$9.00	\$18.00	1
Misc Installation Supplies	1	TEA			\$100.00	\$100.00	1
						\$19,259.34	77

FS-1

Item	Qty	Mfg	Part Number	Description	Cost Estimate		
					Each	Extended	Labor
Master III Base Station Repeater	1	Harris	SXVMCX	Station, Conv, MIII 470-494, 100W	\$5,853.40	\$5,853.40	16
Master III Base Station Repeater (Option)	1	Harris	SXSF3H	Tone Remote/Repeat	\$0.01	\$0.01	0
Master III Base Station Repeater (Option)	1	Harris	SXSF1W	Voting Tone	\$40.70	\$40.70	0
Master III Base Station Repeater (Option)	1	Harris	SXMF5H	12.5 khz	\$0.00	\$0.00	0
Master III Base Station Repeater (Option)	1	Harris	SXMN2B	No Cabinet	\$81.40	\$81.40	0
Master III Base Station Repeater (Option)	1	Harris	SXMN9C	Cover, Screen	\$25.90	\$25.90	0
Master III Base Station Repeater (Option)	1	Harris	SXPS9R	Power Supply, 120vac, 60hz, 12/24vdc	\$691.90	\$691.90	0
Master III Base Station Repeater (Option)	1	Harris	SXCL5Z	Cable, Charger to Battery	\$77.70	\$77.70	0
Master III Base Station Repeater (Option)	1	Harris	SXCJ5E	Cable, RX to Antenna, No Relay, No Duplexer	\$51.80	\$51.80	0
Duplexor	1	Telewave	TPRD4744	UHF T-Band duplexer, 470-512 MHz, 90dB iso	\$1,281.85	\$1,281.85	2
IMD Panel	1	Sinclair	PC3213	UHF T-band dual isolator. 406-512 MHz, 125 W	\$1,002.68	\$1,002.68	2
Batteries for MIII	1	Enersys	48VSBSC11F	4ea SBS C11F 12V VRLA Pure Lead Batteries	\$1,461.00	\$1,461.00	2

City of Menlo Park Police Department

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GGY/DDJ

Item	Qty	Mfg	Part Number	Description	Each	Extended	Labor
Battery Tray	1	Energys	CF 11	19" rack mounting Battery Tray	\$250.00	\$250.00	1
Adtran Total Access 850	1	Adtran	1200375L1	Total Access 850 Bank Controller Unit	\$921.00	\$921.00	8
Adtran Total Access 850	4	Adtran	1180402L1	Total Access 850 TO E/M card	\$137.50	\$550.00	1
Adtran Total Access 850	1	Adtran	1200657L2	Total Access 850 battery cable	\$11.25	\$11.25	1
Adtran Total Access 850	1	Adtran	1175044L 1	48 VDC battery module for Total Access 850	\$335.00	\$335.00	1
Misc Installation Supplies	1	TEA			\$100.00	\$100.00	1
						\$12,735.59	35

Bear Gulch

Item	Qty	Mfg	Part Number	Description	Each	Extended	Labor
Replacement Batteries	16	Power Sonic	PS1250	12vdc replacement Batteries for Newmar BM-48-4	\$16.99	\$271.84	4
Adtran Total Access 850	1	Adtran	1200375L1	Total Access 850 Bank Controller Unit	\$921.00	\$921.00	8
Adtran Total Access 850	2	Adtran	1180402L1	Total Access 850 TO E/M card	\$137.50	\$275.00	1
Adtran Total Access 850	1	Adtran	1200657L2	Total Access 850 battery cable	\$11.25	\$11.25	1
Adtran Total Access 850	1	Adtran	1175044L 1	48 VDC battery module for Total Access 850	\$335.00	\$335.00	1
Misc Installation Supplies	1	TEA			\$100.00	\$100.00	1
Antenna	1	Commander Tech	455-9N	10db gain antenna	\$870.00	\$870.00	16
1/2" Helix Cable	100	CommScope	LDF4-50	Bulk Cable	\$1.95	\$195.00	16
1/2" Helix Connectors	2	CommScope	L4TNF-PS	N-Female	\$19.45	\$38.90	2
Ground Kits	3	CommScope	SG12-12B2U		\$17.82	\$53.46	2
						\$3,071.45	52

FS-4

Item	Qty	Mfg	Part Number	Description	Each	Extended	Labor
Master III Receiver Power Supply	1	Harris	SRPS9V	12VDC	\$1,036.00	\$1,036.00	8
Master III Receiver Power Supply (Option)	1	Harris	MASR-NCH9P	Batt Option Cable	\$266.40	\$266.40	0
Batteries for MIII Rx	2	Powersonic	PS-12750	12v 750AH	\$180.00	\$360.00	2
Adtran Total Access 850	1	Adtran	1200375L1	Total Access 850 Bank Controller Unit	\$921.00	\$921.00	8
Adtran Total Access 850	2	Adtran	1180402L1	Total Access 850 TO E/M card	\$137.50	\$275.00	1
Adtran Total Access 850	1	Adtran	1200657L2	Total Access 850 battery cable	\$11.25	\$11.25	1
Adtran Total Access 850	1	Adtran	1175044L 1	48 VDC battery module for Total Access 850	\$335.00	\$335.00	1
Misc Installation Supplies	1	TEA			\$100.00	\$100.00	1
						\$3,304.65	22

FS-2 (New Site)

Item	Qty	Mfg	Part Number	Description	Each	Extended	Labor
Master III Receiver	1	Harris	SRDNCX	System Equipment, Master III Aux Receiver, Conv	\$2,368.00	\$2,368.00	16
Master III Receiver (Option)	1	Harris	SRPS9V	12VDC Power Supply, 120vac, 60hz	\$1,036.00	\$1,036.00	0
Master III Receiver (Option)	1	Harris	MASR-NCH9P	Cable, Charger to Battery	\$266.40	\$266.40	0
Master III Receiver (Option)	1	Harris	SRVN01	Receiver MIII Aux Rcvr, 470-494mhz	\$3,700.00	\$3,700.00	0
Master III Receiver (Option)	1	Harris	SRMF5H	12.5khz channel spacing	\$0.00	\$0.00	0
Master III Receiver (Option)	1	Harris	SRSF1W	Voting Tone	\$40.70	\$40.70	0
Master III Receiver (Option)	1	Harris	SRCF3U	Cable Kit, 37/69 Cab, Shelf #1	\$111.00	\$111.00	0

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Master III Receiver (Option)	1	Harris	SRRB1N	Shelf, Aux Receiver	\$236.80	\$236.80	0
Master III Receiver (Option)	1	Harris	SRMN5Z	Panel, Blank	\$62.90	\$62.90	0
Batteries for MIII	2	Powersonic	PS-12750	12v 750AH	\$180.00	\$360.00	2
Battery Tray	1	Newmar	405-4360-0		\$123.54	\$123.54	1
RF Jumper	1	TEA		20' Superflex Jumper	\$100.00	\$100.00	1
Atlas 550	1	Adtran	1200305 E2	Atlas 550 DC	\$2,335.00	\$2,335.00	8
Atlas 550 card	1	Adtran	1200313 L1	Octal 4w E/M	\$783.00	\$783.00	1
Atlas 550 card	1	Adtran	1200755 E2	Quad T1 Card	\$1,045.00	\$1,045.00	1
Ethernet Extenders	1	Black Box	LR0301A-KIT	Ethernet over T1 extenders (kit of 2)	\$850.00	\$850.00	4
Misc Installation Supplies	1	TEA			\$100.00	\$100.00	1
						\$13,518.34	35

Atherton PD

Item	Qty	Mfg	Part Number	Description	Each	Extended	Labor
Master III Receiver Power Supply	1	Harris	SRPS9V	12VDC	\$1,036.00	\$1,036.00	8
Master III Receiver Power Supply (Option)	1	Harris	MASR-NCH9P	Batt Option Cable	\$266.40	\$266.40	0
Batteries for MIII	2	Powersonic	PS-12750	12v 750AH	\$180.00	\$360.00	2
Battery Tray	1	Newmar	405-4360-0		\$123.54	\$123.54	1
Adtran Total Access 850	1	Adtran	1200375L1	Total Access 850 Bank Controller Unit	\$921.00	\$921.00	8
Adtran Total Access 850	2	Adtran	1180402L1	Total Access 850 TO E/M card	\$137.50	\$275.00	1
Adtran Total Access 850	1	Adtran	1200657L2	Total Access 850 battery cable	\$11.25	\$11.25	1
Adtran Total Access 850	1	Adtran	1175044L 1	48 VDC battery module for Total Access 850	\$335.00	\$335.00	1
Misc Installation Supplies	1	TEA			\$100.00	\$100.00	1
RF Jumper	1	TEA		20' Superflex Jumper	\$110.00	\$110.00	1
UHF Antennas	1	RFS	201-8N 470-490mhz	5db Omni	\$390.00	\$390.00	24
1/2" Helix Cable	150	CommScope	LDF4-50	Bulk Cable	\$1.95	\$292.50	24
1/2" Helix Connectors	2	CommScope	L4TNF-PS	N-Female	\$19.45	\$38.90	2
Ground Kits	3	CommScope	SG12-12B2U		\$17.82	\$53.46	2
Lightning Arrestor	1	Polyphaser	S-50NX-C2-MA		\$51.65	\$51.65	4
						\$4,364.70	80

City of Menlo Park Police Department
Specifications for Police Radio System Replacement and Enhancement

11/28/2012

TEA Estimate# 20121888

GGY/DDJ

Haven Cell Site

Item	Qty	Mfg	Part Number	Description	Each	Extended	Labor
Adtran Total Access 850	1	Adtran	1200375L1	Total Access 850 Bank Controller Unit	\$921.00	\$921.00	8
Adtran Total Access 850	2	Adtran	1180402L1	Total Access 850 TO E/M card	\$137.50	\$275.00	1
Adtran Total Access 850	1	Adtran	1200657L2	Total Access 850 battery cable	\$11.25	\$11.25	1
Adtran Total Access 850	1	Adtran	1175044L 1	48 VDC battery module for Total Access 850	\$335.00	\$335.00	1
Batteries for MIII	1	Enersys	48VSBSC11F	4ea SBS C11F 12V VRLA Pure Lead Batteries	\$1,461.00	\$1,461.00	2
Battery Tray	1	Enersys	CF 11	19" rack mounting battery tray	\$250.00	\$250.00	1
Services to relocate receiver from Belhaven							12
Services to remove antenna from Belhaven							4
Misc Installation Supplies	1	TEA			\$100.00	\$100.00	1
						\$3,353.25	31

This is a cost estimate and not a fixed-fee quotation.

Parts Sub Total	\$59,607.32	332 Labor Hrs
TEA 5% markup	\$2,980.37	
Sales Tax @ 8.25%	\$5,163.48	
Shipping	\$894.00	
Parts Total	\$68,645.17	

TEA Installation Services @ \$125/hr \$41,500.00

ATT T1 Circuit Installations (5 @ \$1,600) (approximate) \$8,000.00

Project Total \$118,145.17

Billing and Fee Policy

We provide services under four possible business models. In the absence of a specific contract for a project, one of the following models will apply to the services that we provide.

WRITTEN ESTIMATE Our engineers do their best to estimate fees and expenses for particular matters where asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control. Such estimates are not a maximum or minimum fee quotation. We will not exceed the amount stated in the estimate without your authorization; however we may not be able to fully meet the objective without additional compensation over the estimated amount.

QUOTATIONS We provide quotations when the scope of work can be accurately determined in advance. Our quotations are the basis for fixed-fee, performance based contracts. We will satisfactorily complete the services described in the quotation for a fixed-fee.

TIME & MATERIALS Sometimes we do work on a “Time and Materials” basis without providing a written estimate. This arrangement is designed for situations where the amount or duration of work cannot be predicted and, as a result, where the costs cannot be estimated realistically. We will diligently work toward completion of the work, or until you direct us to stop. Biweekly itemized invoices are submitted for services and materials provided during the previous two-week period.

FACILITIES MANAGEMENT & MAINTENANCE CONTRACT We frequently have long-term contracts with clients to provide maintenance and support services for a fixed fee. The specific terms and conditions are agreed upon in advance and detailed in the contract.

FEES We keep itemized records of time spent on tasks for work that are not related to a fixed-fee project. These records are the basis for our billing and will be provided to you with our invoice. Our hourly rate for telecommunications engineering work is \$155 per hour. Our hourly rate for telecommunications technicians is \$125 per hour. Our hourly rates are adjusted from time to time (generally once a year) and may change during the course of our engagement. The billable amount is calculated by multiplying the appropriate hourly rates by the number of direct hours performed. Time spent in furtherance of the objective is billable, including meetings, telephone calls and research. The rates include wages, indirect costs, general and administrative expense, and profit.

PAYMENT Payment is due upon receipt of our invoice and, unless special arrangements have been made in advance, full payment is due within (30) days of the invoice date. Payment should be made in U.S. dollars, in checks or drafts payable to Telecommunications Engineering Associates. A late payment charge is assessed on past due accounts at the rate of one and one-half percent per month (18% APR) for each

month or portion thereof. We may terminate services and withdraw from the engagement in the event our fees are not paid in a timely manner.

WAITING & DELAYS We cannot be responsible for the performance of others unless they are our subcontractors. Time spent waiting for your employees and your contractors is billable at our standard hourly rate.

TRAVEL Time spent traveling to and from a job site that is more than 35 street miles from San Carlos will be billed at our standard hourly rates unless otherwise agreed in advance.

DISPOSITION OF OLD EQUIPMENT We routinely remove old unused equipment, mounting hardware and associated wiring while installing new equipment or making repairs. This is done to facilitate the installation of the new equipment and/or to maintain a neat and orderly appearance of the site. It is your responsibility to notify us in writing before installation preparations begin if you desire that any old equipment item be returned to you. In the absence of this direction, old and unused equipment that is removed will become our property. We may discard the item, use it for parts, or sell it for its salvage value.

QUESTIONS If you have questions about any aspect of our arrangements or our statements from time to time, please feel free to raise those questions. We are open to discussion of all of these matters, including the amount of our invoices, and we encourage you to be frank about them.

Daryl Jones, President
Telecommunications Engineering Associates
November 12, 2011



**CITY COUNCIL
SPECIAL MEETING **DRAFT** MINUTES**

Monday, February 4, 2013

9:00 a.m.

Arrillaga Family Recreation Center, Oak Room

700 Alma Street

Menlo Park, CA 94025

9:00 A.M. MORNING SESSION

Mayor Ohtaki called the meeting to order at 9:08 a.m. with all members present.

Introductory remarks by meeting facilitator Dr. Bill Mathis and discussion of Council background and interests.

Public Comment:

- Mitch Slomiak, Menlo Park resident (not as an Environmental Quality Commissioner), urged Council to include environmental sustainability and stewardship as part of its goals.
- Fran Dehn, Chamber of Commerce Director, spoke regarding the need to improve processes in order to attract and keep businesses in Menlo Park, developing the M-2 district and responsible land use.

A. TEAM BUILDING DISCUSSION TO PREPARE FOR AND/OR DISCUSS GOAL SETTING ([Attachments](#))

Council discussed desired elements of a high performance City Council to maximize outcomes.

2:30 P.M. AFTERNOON SESSION

B. GOAL SETTING (continued)

Public Comment:

- Henry Riggs spoke regarding residential design guidelines and improving the permitting and rezoning processes to make them more friendly for businesses.

Council discussed major initiatives for 2013 including: (1) Improvement of traffic flow on El Camino Real (2) Beautification on Santa Cruz Avenue (3) Start of the General Plan update (4) Formulation of a citizen's emergency response program (5) Updating the Economic Development Plan & increasing sales tax generators

C. Meeting adjourned at 5:40 p.m.

Pamela Aguilar
Deputy City Clerk

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

**Tuesday, February 12, 2013, at 5:00 p.m.
701 Laurel Street, Menlo Park, CA 94025
City Council Chambers**

5:00 P.M. CLOSED SESSION

Mayor Ohtaki called the closed session to order at 5:12 p.m. Councilmember Cline arrived at 5:20 p.m. Councilmember Mueller arrived at 5:30 p.m.

- CL1.** Closed Session pursuant to Government Code section 54957.6 to conference with labor negotiators regarding labor negotiations with the Police Officers Association (POA) and the Police Management Association (PMA)
- CL2.** Closed Session with City Attorney regarding litigation
- (1) Existing litigation: *Peninsula Interfaith Action, et al. v City of Menlo Park* San Mateo County Superior Court Case No. CIV513882 pursuant to Government Code Section 54956.9(a); and
 - (2) Potential litigation against the City of Menlo Park pursuant to Section 54956.9(b)(1)

7:00 P.M. REGULAR SESSION

Mayor Ohtaki called the regular session to order at 7:26 p.m. with all members present.

Staff present: City Manager, Alex McIntyre; Assistant City Manager, Starla Jerome-Robinson; City Attorney, Bill McClure; and Deputy City Clerk Pam Aguilar

Mayor Ohtaki led the **PLEDGE OF ALLEGIANCE**

ANNOUNCEMENTS - None

REPORT FROM CLOSED SESSION – No reportable action

A. PRESENTATIONS AND PROCLAMATIONS

A1. Presentation by HIP Housing: Willow Road Project Update
Presentation by Kate Comfort-Harr, Executive Director of HIP Housing ([Presentation](#))

B. COMMISSION/COMMITTEE VACANCIES, APPOINTMENTS AND REPORTS

B1. Bicycle Commission quarterly report on the status of their 2-Year Work Plan
No report

C. PUBLIC COMMENT #1

- Elizabeth Houck spoke regarding transparency of the Housing Element law suit and properly vetting the downtown specific plan
- Cherie Zaslowsky spoke regarding Menlo Park's Regional Housing Needs Assessment allocation
- Margaret Olson expressed concerns regarding the Stanford-Arrillaga development project
- Chuck Berntstein spoke regarding the fiscal impact of development ([Attachment](#))

- Barbara Hunter spoke regarding the Neighborhood Traffic Management Program and that no changes need to be made ([Attachment](#))
- Francois Michael spoke regarding the Glass-Siegel Act addressing unemployment, housing and hunger and against flouride
- Wynn Grcich spoke against hexafluoride gas in the environment and drinking water ([Attachment](#))

D. CONSENT CALENDAR

D1. Approve a change in the meeting schedule of the Environmental Quality Commission

D2. Accept minutes of the January 22, 2013 Council meeting

ACTION: Motion and second (Cline/Keith) to approve the Consent Calendar with amendments to item D2 passes unanimously (5-0).

E. PUBLIC HEARINGS

E1. Consider an appeal of the Planning Commission's decision to approve a Use Permit for the storage and use of hazardous materials (diesel fuel) for an emergency generator, associated with a professional office use at 2200 Sand Hill Road
Staff presentation by Kyle Perata, Assistant Planner.

Mayor Ohtaki opened the Public Hearing.

Presentation by Appellant Dennis Monohan:

- Respondent can consider a solar panel system, or alternate energy system, to back up computer servers rather than a diesel generator.
- Respondent can consider establishing a separate location, possibly out of state, for back-up computer servers in the event of an emergency.
- Respondent can reduce carbon footprint by mitigating air, noise and water pollution caused by a diesel generator.
- The use of diesel fuel is not a necessary component to operate respondent's business.

Presentation by Respondents Russell Berry and Stephen Loeffler:

- Installation of the diesel generator was in response to the needs of tenant Light Speed Venture Partners.
- The diesel generator meets all Environmental Protection Agency (EPA) regulations.
- The placement of the diesel generator was the most pragmatic location. A concrete masonry unit (CMU) and landscaping will be installed around the generator in order to blend with the existing environment.
- Respondent is precluded from installing the generator next to the commercial center of the property due to the existence of PG&E transformers in that location and the 15-foot clearance required to access the transformers.
- The generator runs on 49 horsepower which is relatively small compared to generators used by other businesses.
- The generator will only be utilized in the event of an emergency or power outage and will only be tested once a month, for a total of approximately 6 hours a year.

Public Comment:

Erhan Yenilmez spoke in support of the appeal ([Attachment](#))

Motion and second (Keith/Mueller) to close the Public Hearing passes unanimously (5-0).

In response to Councilmember Keith, staff stated that an amendment could be made to permit standard condition #3F requiring any new use permit for hazardous materials to be submitted within 90 days of the expiration of the current permit.

In response to Councilmember Cline, staff stated that they are unaware of any requirement that residential property owners must disclose the existence of the diesel generator upon selling their property. City Attorney McClure stated that the size and type of the generator does not constitute a hazardous condition that must be disclosed.

Councilmember Mueller stated that the diesel generator does not pose any more risk than the number of cars that drive through the property at any given time.

In response to Councilmember Carlton, Respondent stated that they have taken all necessary steps to mitigate any environmental impacts.

ACTION: Motion and second (Keith/Cline) to deny the appeal and uphold the Planning Commission decision with the proposed amendment to standard condition #3F passes unanimously (5-0).

E2. Consider an appeal of the Planning Commission's decision to approve a Use Permit and variance to construct two single-family dwelling units and associated site improvements on a substandard lot located at 1976 Menalto Avenue, and to consider an appeal of the Environmental Quality Commission's decision to uphold an appeal of staff's decision to remove a heritage size magnolia tree

Staff presentation by Kyle Perata, Assistant Planner ([Presentation](#))

Mayor Ohtaki opened the Public Hearing.

Presentation on behalf of Appellants by Michelle Daher and Scott Marshall ([Presentation](#)):

- Twenty-two neighbors are opposed to the variances to the front and rear set-backs and the removal of three heritage trees; they are being unfairly "taken from".
- Appellant raised an issue with the notice stating one tree is in bad condition; one tree is in good condition and should not be removed.
- The developer is urged to work with the neighbors; they want to maintain good will toward the new resident who will move into the property.
- The T-shaped lot is not conducive for two units.
- An alternate development design was proposed that would move parking away from under trees and neighbors' windows and save one tree.
- The twenty-two neighbors have been involved with the process from the beginning.

Presentation by Respondent Billy McNair ([Presentation](#)):

- The project has been approved by the Planning Commission & Planning staff over a 9-month period (from May 2012 to February 2013) and two lengthy Planning Commission meetings.
- There is no significant risk to the neighboring Oak. This is supported by arborists' reports.
- The Southern Magnolia tree must be removed in order to construct the proposed improvements as directed by the Planning Commission, and there is no reasonable and feasible alternative that would allow for the preservation of the tree.
- Public policy supports this project as the City is in dire need of additional housing units.
- The approved, 2-unit plan is the only reasonable and feasible plan for development of the property. Alternate designs are not viable and do not conform to the direction given by the Planning Commission.

Public Comment:

- Chuck Bernstein spoke in favor of the appeal.
- Cathy Moran spoke in favor of the appeal.
- Daniel Kopisch spoke in favor of the appeal.
- Philipp Kopisch spoke in favor of the appeal.
- Manfred Kopisch spoke in favor of the appeal.
- Jason Watson spoke in favor of the appeal.

Motion and second (Cline/Keith) to close the Public Hearing passes unanimously (5-0).

Councilmember Keith stated she respects the work of the Planning Commission but that the appeal process allows another review of the project. Because there are twenty-two long-time neighbors concerned about the project, the developer should strive to work with the neighbors.

In response to Councilmember Cline, Planning Commissioner Henry Riggs discussed his decision process regarding the correct use of the variance procedure when traditional rules do not apply.

Mayor Ohtaki stated that he has worked with the Respondent/Applicant as his realtor on two recent transactions and after consulting with the City Attorney determined this does not present a conflict of interest and therefore does not require him to recuse himself from taking action on the item.

In response to Mayor Ohtaki, staff stated that a variance cannot be used to reduce a development standard by more than 50%. In this instance 10 feet is the maximum that can be allowed, therefore an alternate proposal to move the home 3 feet forward toward 120 O'Connor would not be feasible.

In response to Councilmember Cline, staff addressed the arborist report regarding the drip zone and tree protection zone for the Oak, mitigating damage to the tree, and what steps can be taken if the tree is damaged beyond repair. An alternative parking location/orientation was also raised.

Councilmember Carlton asked for clarification regarding the date the petition signed by the neighbors in favor of the appeal was submitted.

Councilmember Carlton asked for clarification regarding the date changes were made to the initial plans.

Councilmember Mueller stated that the project is too dense for the T-shaped lot and it changes the quality and character of the neighborhood.

Mayor Ohtaki expressed the need to respect the Planning Commission process.

Councilmember Keith stated she would like to see hand digging of the Oak tree on the O'Connor property to protect the root zone. Councilmember Carlton also supported utilizing methods to preserve the Oak tree.

ACTION: Motion and second (Keith/Mueller) to grant the appeal and deny approval of the project variances and heritage tree removal passes (4-1, Ohtaki dissents) with the following Findings as a basis for the denial:

- The project changes the quality and character of neighborhood.
- The project is detrimental to immediate neighbors due to the proximity of parking near a neighbor's property and the impact to an existing Oak tree on a neighboring property.

F. REGULAR BUSINESS

F1. Review and modification of the City's Fund Balance Policy and use of one-time revenues; approve funding mechanism for comprehensive planning and capital projects; approve establishment of separate infrastructure maintenance and capital projects funds

Staff presentation by Carol Augustine, Finance Director ([Presentation](#))

Public Comment:

- Elizabeth Houck expressed concern regarding using funds to pay staff and consultants to support private wells projects.
- Elias Blawie expressed concern regarding the need for establishing the separate funds and defining what specific issues exist for approving this action.

ACTION: Council directed staff to bring this item back for further consideration and include an unfunded pension liability reserve fund.

F2. Consider authorizing additional staff, appropriating \$100,000 for 2012-13 budget and approximately \$1.2 Million for 2013-14 budget and authorize a new Capital Improvement Project for City Hall improvements, appropriating \$250,000 for the project and authorize the City Manager to execute any necessary contracts associated with the project not to exceed the budgeted amount

Staff presentation by Alex McIntyre, City Manager, Arlinda Heineck, Community Development Director and Chip Taylor, Public Works Director ([Presentation](#))

Public Comment:

- Paul Ring spoke in support of authorizing additional staff.
- Cherie Zaslowsky spoke in favor of slowing down development, against authorizing additional staff and hiring consultants instead.
- Elizabeth Houck encouraged Council to direct staff to revisit the Specific Plan and spoke against the Stanford-Arrillaga development project.
- Steve Pierce, Greenheart Land Company, spoke regarding upcoming projects and in support of authorizing additional staff.
- Chuck Bernstein spoke in support of hiring contract planners.
- Henry Riggs spoke in support of contract employees.
- Elias Blawie spoke against adding additional staff.

ACTION: Motion and second (Ohtaki/Keith) appropriating \$300K in FY 2012-13, authorizing the Request For Proposals (RFP) process to retain appropriate staffing contractors, authorizing the hire of 2 limited-term employees in FY 2012-13, returning with a hybrid proposal for the balance of the positions to be considered during the FY2013-14 budget process, and authorizing the City Manager to execute agreements in excess of the current \$50,000 authorized for agreements for City Hall modification projects passes unanimously (5-0).

F3. Approve the Median Island and Right-of-Way Landscape Maintenance Service Request for Proposals

Staff presentation by Ruben Nino, Assistant Public Works Director ([Presentation](#))

ACTION: Motion and second (Cline/Keith) to approve the Median Island and Right-of-Way Landscape Maintenance Service Request for Proposals passes unanimously (5-0).

- F4.** Council discussion and possible recommendation on various seats for determination at the next City Selection Committee meeting scheduled for February 22, 2013

Council concurred regarding the following recommendations:

- Association of Bay Area Governments (ABAG) – 1 seat: Pedro Gonzalez
- Local Agency Formation Commission (LAFCO) – 1 seat: Nadia Holober
- San Mateo County Transportation Authority (SMCTA) – 1 seat: David Canepa
- Housing Endowment and Regional Trust (HEART) – 4 seats: Cliff Lenz, Pam Frisella, Laurence May and Maryann Moise Derwin

- F5.** 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.** Update on the Housing Element meeting schedule

J. COUNCILMEMBER REPORTS

- Councilmember Cline reported on High Speed Rail.
- Councilmember Keith reported on the upcoming gun buy-back event at the City of East Palo Alto City Hall on February 23rd and on the SFCJPA meeting.
- Mayor Ohtaki is preparing a letter to send to Assemblyman Rich Gordon regarding improvements to the Housing Element.

K. PUBLIC COMMENT #2 - None

- L.** Meeting adjourned at 12:59 a.m., Wednesday, February 13, 2013.

Pamela Aguilar
Deputy City Clerk



SUCCESSOR AGENCY

To the Community Development Agency of the City of Menlo Park

Council Meeting Date: March 5, 2013
Staff Report #: 13-030

Agenda Item #: D-5

CONSENT ITEM: **Approve a Second Amendment to the Purchase and Sale Agreement with Greenheart Land Company for the Sale of Property Owned by the Former Menlo Park Redevelopment Agency Located at 777-821 Hamilton Avenue to reduce the sale price from \$8.0 million to \$7.650 million and to extend the time to obtain State Department of Finance approval to April 30th**

RECOMMENDATION

Successor agency staff recommends the City Council, acting as the Board of the Successor Agency of the former Menlo Park Community Development Agency, approve a second amendment to the Purchase and Sale Agreement with Greenheart Land Company for the sale of property owned by the former Redevelopment Agency located at 777-821 Hamilton Avenue to reduce the sale price from \$8.0 million to \$7.650 million and to extend the time to obtain State Department of Finance approval to April 30th.

BACKGROUND

The Oversight Board of the former Menlo Park Community Development Agency met in closed session on Monday, November 5, 2012 and authorized City staff to negotiate a Purchase and Sale Agreement (PSA) for the sale of the Hamilton Ave. property for the sum of \$8 million by the Successor Agency to Greenheart Land Company. The City Council (Successor Agency Board) approved the PSA at their regular meeting on November 13, 2012 and the Oversight Board approved the sale at their November 26, 2012 meeting.

The Purchase and Sale Agreement is currently being reviewed by the State Department of Finance for their approval. During this review period, Greenheart Land Company completed an environmental review of the property and has requested the price reduction as a result of the cost of cleaning up the unknown and unexpected environmental contamination of the site. The total estimated cost of cleanup is approximately \$638,000. Greenheart had originally requested a price reduction to \$7.462 million, which has since been negotiated to include a credit of \$350,000 to arrive at the amended sales price of \$7.650 million. The amended PSA also extends the DOF approval date since the current date is within the next 10 days.

The Oversight Board approved the Second Amendment at their meeting on Tuesday, February 26, 2013.

IMPACT

The development of the Hamilton Avenue East site was initially intended to address housing development requirements under the Redevelopment Implementation Plan. With the dissolution of the redevelopment agency, disposition of these properties is mandated. The actions described in this report will result in the sale of the Hamilton Avenue East site for the sum of \$7.650 million, the proceeds of which will be forwarded to the County and distributed to the appropriate taxing agencies of the former CDA.

ENVIRONMENTAL REVIEW

The disposition of the property to a private party is not a project under CEQA.

Signature on file

William L. McClure
City Attorney

PUBLIC NOTICE

Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 10 days prior to the meeting.

ATTACHMENTS

- A: Second Amended Purchase and Sale Agreement with Greenheart Land Company

Second Amendment to Purchase and Sale Agreement

This Second Amendment to Purchase and Sale Agreement ("**Second Amendment**") is made as of February 26, 2013 by and between the Successor Agency to the Community Development Agency of The City of Menlo Park, a California public entity organized and existing under the provisions of ABx1 26, enacted June 28, 2011 ("Redevelopment Dissolution Act") and AB 1484, enacted June 27, 2012 ("Budget Trailer Bill") ("**Seller**"), and Greenheart Land Company LLC, a California limited liability company ("**Buyer**") with respect to the following facts:

A. Buyer and Seller are parties to that certain Purchase and Sale Agreement dated November 14, 2012 and amended by that certain First Amendment to Purchase and Sale Agreement dated January 14, 2013 (as amended, the "**Original Agreement**"), regarding the real property commonly known as 777, 785, 787, 791, 801, 811 and 821 Hamilton Avenue, Menlo Park, CA;

B. The parties desire to amend the Original Agreement as set forth herein. Capitalized terms not otherwise defined have the meaning given them in the Original Agreement. The Original Agreement, First Amendment, and this Second Amendment are referred to together as the "**Agreement.**"

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price.** The Purchase Price is SEVEN MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS (\$7,650,000).
2. **Conditions to Closing.** Buyer hereby waives the conditions to closing set forth in sections 6.1(b) through 6.1(f) inclusive of the Original Agreement:
3. **Conditions - Seller.** The parties acknowledge that this Agreement and the sale and transfer of the Property by Seller to Buyer remain subject to the approval of the California Department of Finance set forth in Section 6.2 of the Original Agreement. The Final Notice Date, as defined in that section 6.2, is hereby extended to April 30, 2013.
4. **Effect of Amendment.** Except as set forth herein, the Original Agreement is in full force and effect without modification. In the event of any inconsistency between the provisions of this Second Amendment and the provisions of the Original Agreement, the provisions of this Second Amendment shall control.
5. **Effective Date of Amendment.** This Second Amendment shall not be effective until approved by the Oversight Board and the City Council sitting as the Board of the Successor Agency, which approval shall be obtained no later than March 5, 2013, or the Agreement shall terminate. Execution of this Second Amendment by the Seller is contingent upon such approvals.
6. **Counterparts.** This Second Amendment may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be provided for any purpose. The parties hereto contemplate that they may be executing counterparts of this Second Amendment transmitted by facsimile or email in PDF format and agree and intend that a signature by facsimile or email in PDF format shall bind the party so signing with the same effect as though the signature were an original signature.
7. **Governing Law.** This Second Amendment shall be governed by, construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the date set forth above.

SELLER:

Successor Agency to the Community
Development Agency of The City of Menlo Park

BUYER:

Greenheart Land Company LLC, a California
limited liability company

By: _____
Alex D. McIntyre
Executive

By: _____
Scott Hassan
Managing Member



ADMINISTRATIVE SERVICES DEPARTMENT

Council Meeting Date: March 5, 2013
Staff Report #: 13-029

Agenda Item #: D-6

CONSENT CALENDAR: **Authorize the City Manager to execute an agreement between the City of Menlo Park and the Cable Joint Powers Agency for storage and operation of institutional network equipment**

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the agreement between the City of Menlo Park and the Cable Joint Powers Agency for storage and operation of institutional network equipment.

BACKGROUND

In July 1983, the cities of East Palo Alto, Menlo Park, Palo Alto, the Town of Atherton, and portions of the County of San Mateo and the County of Santa Clara created a Joint Powers Agency (JPA) for the purpose of obtaining cable television service within these jurisdictions. The City of Palo Alto acts as the administrative agency for the JPA.

In 2000, the JPA entered into a franchise agreement with AT&T. In 2002, the franchise was transferred to Comcast Corporation. The franchise agreement required Comcast to complete an upgrade of the cable system, which included the construction of a dark fiber optic institutional network (I-Net). This network connects 70 public schools, public buildings and community centers in the JPA service area for delivery of data, video and voice services. Comcast finalized construction of the I-Net at the end of 2005.

In 2006, the JPA designed the network architecture and purchased equipment (in the amount of \$1.1 million) for the I-Net. At the present time, the following I-Net connections are active (or being activated):

- City of East Palo Alto: 3 site connections & hub connection
- City of Menlo Park: 3 site connections & hub connection
- City of Palo Alto: hub connection
- Town of Atherton: 2 site connections to be activated & hub connection
- Las Lomas Elementary School District: 3 site connections
- Menlo Park City School District: 4 site connections
- Palo Alto Unified School District: 17 site connections

- Ravenswood City School District: 9 site connections
- Sequoia Union High School District: 1 site connection
- Media Center: public, education, and government channel connections

The heaviest users of the I-Net are the schools in the JPA service territory, with approximately 80 percent of the active connections. The I-Net has given schools significantly greater bandwidth and network performance, and schools utilize the I-Net as their primary telecommunications network.

Community members use the I-Net to create and distribute programs on the local area public channels that promote and celebrate individual expression, local achievements, education, cultural exchange, arts appreciation, and civic engagement. The I-Net also supports the broadcast capabilities of the local area Media Center. The Media Center is responsible for operating and managing the JPA's public, education, and governmental channels (channel numbers 26, 27, 28, 29, 30, 75, and 76) and facilities. In Menlo Park, the I-Net serves as the primary data (e-mail, file sharing, and internet access) connection to all of our remote facilities which include Onetta Harris Community Center, the Child Development Center and the Police Substation. A drawing of the I-Net fiber is provided in Attachment B.

On January 1, 2007, the Digital Infrastructure and Video Competition Act of 2006 (DIVCA) went into effect. This new law permanently changed the franchising and regulatory structure for the provision of cable television services in California. Under DIVCA, franchises are granted by the California Public Utilities Commission (CPUC) rather than by local governments. On January 2, 2008, Comcast was granted a state franchise by the CPUC. As a state franchisee, Comcast is not obligated to provide I-Net facilities or services, after July 24, 2010, the date the local cable franchise expired. In 2009, the JPA began negotiating with Comcast for continued provision of the I-Net after the expiration of the franchise. As long as the parties made reasonable progress towards a mutually acceptable agreement, Comcast agreed not to bill the JPA for the I-Net after July 2010.

ANALYSIS

On November 5, 2012, the JPA entered into a 5-year agreement with Comcast for the continued use of the I-Net fiber, in the amount of \$29,148.24 per year for a period of five years (Attachment A). The agreement covers fiber that serves JPA sites in the City of East Palo Alto (Corporation Yard, Housing and Community Service Department, Police Department), the City of Menlo Park (Onetta Harris Community Center/Belle Haven Senior Center, Belle Haven Police Substation, Belle Haven Child Development Center), the Town of Atherton (Library, Holbrook-Palmer Park) and shared core fiber that links hub locations in the City of East Palo Alto, the City of Menlo Park, the City of Palo Alto and the Town of Atherton. The School Districts have executed separate agreements with Comcast covering their use of I-Net fiber.

The JPA has installed I-Net routing and switching equipment at the four I-Net hubs, including the hub in the City of Menlo Park. This equipment, owned by the JPA, is essential to the functionality of the I-Net. The JPA is requesting the right and permission to store and operate the equipment in the City of Menlo Park. The proposed Agreement for Storage and Operation of the I-Net Equipment (Attachment C) grants the JPA the right to install, maintain, repair, remove and replace the equipment in the City of Menlo Park as needed for a period of 5-years (to coincide with the term of the Comcast Agreement).

IMPACT ON CITY RESOURCES

The JPA has set aside money, in a Cable Fiduciary Fund, to sustain the I-Net services for the City at no additional cost to the City for the term of the agreement. In total, these funds amount to approximately \$725,000 and will be used to pay for the Comcast Agreement and the JPA's share of I-Net operational, equipment maintenance and replacement costs.

POLICY ISSUES

The approval of the proposed agreement provides continuation of network services for the facilities in the Belle Haven area of Menlo Park.

ENVIRONMENTAL REVIEW

An environmental review is not required.

Signature on file

Danny Daniels
Information Services Manager

Signature on file

Starla Jerome-Robinson
Assistant 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.

ATTACHMENTS:

- A. Fiber Use Agreement
- B. I-Net Drawing
- C. Proposed Agreement for Storage and Operation of Institutional Network Equipment

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CITY OF PALO ALTO CONTRACT NO. CJ2143819

FIBER USE AGREEMENT

Nov 5th THIS FIBER USE AGREEMENT (this "Agreement") is entered into as of ~~Nov 5th~~, 2012 (the "Effective Date"), between Comcast of California IX, Inc., a California corporation, with offices at 3055 Comcast Place, Livermore, CA 94551 (the "Company"), and the Cities of Palo Alto, Menlo Park, and East Palo Alto, the Town of Atherton, and the Counties of San Mateo and Santa Clara, acting in their collective capacity as a joint action agency, created and existing under the Joint Exercise of Powers Act, California Government Code § 6500 *et seq.*, and acting by its administrator, the City of Palo Alto ("Palo Alto"), with offices at 250 Hamilton Avenue, Palo Alto, CA 94301 (the "Cable Joint Powers" or "Grantees") (the Company and the Grantees are, individually a "Party" and, collectively, the "Parties"), in regard to the following:

RECITALS:

A. The Cable Joint Powers are parties to a Joint Exercise of Powers Agreement, entered into in July 1983, which has been subsequently amended and restated as of July 2009, and a Joint Operating Agreement, entered into in October 1983 (the "JOA"). Under the JOA, Palo Alto is designated the administrator for the Cable Joint Powers.

B. The Company has constructed and installed certain fiber optic strands, as described in Section 1.1 and Exhibit A, which are located throughout the cities of Palo Alto, Menlo Park, and East Palo Alto, the town of Atherton, and portions of Santa Clara County and San Mateo County, and which the Grantees use for government communications purposes.

C. The Grantees historically have enjoyed use of the Comcast fibers under a cable franchise agreement between the Parties.

D. The Company will permit the Grantees to continue to use the Comcast fibers in accordance with the terms and conditions set forth below.

E. The purpose of this Agreement, consistent with applicable law, including, without limitation, the Digital Infrastructure and Video Competition Act of 2006 ("DIVCA"), and, in particular, California Public Utilities Code section 5870 (k), is to have the Cable Joint Powers pay for the continuing use of the Comcast fibers to Cable Joint Powers locations, including the locations of certain public schools belonging to school districts (the "School Districts") located and operating within the Cable Joint Powers' service area.

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

AGREEMENT:

1. USE OF FIBER

1.1 In accordance with this Agreement, the Company will make available to the Grantees, for their exclusive use, one pair of unlit fibers (or two (2) strands) of the Company's multi-strand single mode core fiber optic cable (the "Strands") (or two pairs or four (4) Strands in the case of the East Palo Alto Police Department), which Strands shall originate and terminate at the points set forth in Exhibit A. These Strands are hereinafter referred to as the "Comcast Fiber Facilities."

1.2 The Comcast Fiber Facilities shall not include core fiber optic cable(s) currently utilized to route public, educational and government access channel programming ("PEG") from and to the individual Cable Joint Powers locations to and from The Mid-Peninsula Community Media Center, Inc., located at 900 San Antonio Road, Palo Alto ("PEG Use Fibers") at the points set forth in Exhibit B. These PEG Use Fibers shall stay in place as currently configured for so long as necessary to fulfill the Company's commitment to transmit PEG programming over its cable network pursuant to DIVCA. Unless otherwise permitted by law, the Company will not assess charges to the Grantees for PEG Use Fibers or PEG programming consistent with DIVCA. In the event of an outage of the Comcast Fiber Facilities (as detailed in Exhibit A), the Company grants to the Grantees the right to use the PEG Use Fibers on a short-term basis of four (4) days or until such time as the Comcast Fiber Facilities' outage has been resolved, whichever period of time is longer. The Grantees and their authorized Comcast Fiber Facilities' end users shall engineer the PEG Use Fibers so that those fibers serve the primary purpose of carrying PEG channel access programming on a daily basis. In the event the Company determines in good faith that such PEG Use Fibers are being used for other than the primary purpose of PEG channel access programming on a recurring and frequent basis, the Company shall notify the Grantees, in writing, immediately and the Grantees shall provide adequate documentation that such usage has ceased or the Company may exercise its rights and remedies made available under this Agreement or by law.

1.3 The Parties acknowledge the possibility of the Comcast Fiber Facilities connecting to other Comcast fibers operated in the County of San Mateo or the County of Santa Clara, and nothing in this Agreement shall be deemed or construed to prohibit the Comcast Fibers Facilities to be linked or connected as such.

2. TERM; CHARGES

2.1 The term of this Agreement shall commence on the Effective Date and shall remain in full force and in effect for a period of five (5) years from the Effective Date, unless it is terminated earlier in accordance with this Agreement.

2.2 The Grantees' obligation to pay monthly recurring charges (the "MRCs") for the use of the Comcast Fiber Facilities, as calculated pursuant to Exhibit A, shall begin as of the Effective Date. The Company may bill the Grantees monthly, in advance, for the MRCs, which shall be paid by the invoices' due dates; provided, the Grantees' obligation to pay MRCs is

conditioned upon their receipt of the invoices at least ten (10) days prior to the invoices' due dates.

3. MAINTENANCE AND REPAIR OBLIGATIONS

3.1 All routine and non-routine or emergency maintenance and repair of the Comcast Fiber Facilities, located in the public rights-of-way, public utility easements and private easements, shall be promptly performed by or under the direction of the Company. The Grantees may not, nor permit others to, rearrange, disconnect, remove, attempt to repair or otherwise tamper with any of the Comcast Fiber Facilities, PEG Use Fibers or related equipment installed by the Company, except with the prior written consent of the Company, which consent may be granted or withheld at the Company's sole discretion. In the event the Company reasonably determines that the Comcast Fiber Facilities cannot be completely repaired, the Company shall confer with the Grantees promptly upon the Grantees' request regarding the cost and timing of the replacement of the Comcast Fiber Facilities.

3.2 All maintenance and repair of any portion of the Grantees-provided facilities connected to the Comcast Fiber Facilities, including without limitation those not located in the public rights-of-way, public utility easements or private easements secured by the Company (including, without limitation, fiber drops, extensions and equipment) shall be the sole responsibility of the Grantees.

3.3 All other routine maintenance and non-emergency repair (but not replacement) of the Comcast Fiber Facilities will be provided at no additional charge to the Grantees as long as those Comcast Fiber Facilities are located within the Company's existing plant. In the event the Company reasonably determines that the Grantees or any of its authorized Comcast Fiber Facilities users was the cause of any such fiber outage, then the Grantees shall be fully responsible for all reasonable costs of repair. Rates for maintenance and repair are payable at the time of occurrence at the Company's prevailing rate schedule for maintenance and repairs.

4. USE OF FACILITIES

4.1 The Grantees shall use the Comcast Fiber Facilities solely for non-profit, non-commercial purposes, including the transmission of government and educational communications between the locations described in Exhibit A and the School Districts' networks located in the Cable Joint Powers' service area. The Parties hereby acknowledge that the Comcast Fiber Facilities are currently connected to the Internet Systems Consortium, Inc. ("ISC"), which provides internet connectivity to the Cable Joint Powers and the School Districts' locations, and nothing in this Agreement shall preclude such interconnection of the Cable Joint Powers or the School Districts to the ISC or successor or any other third party providing internet connection services to the Cable Joint Powers or the School Districts.

4.2 The Grantees shall not use, or permit any other entity or person to use, the Comcast Fiber Facilities in conjunction with high-speed internet access service to residential customers located in the Company's franchise area, cable television service, franchised or non-

franchised satellite master antenna television service, direct broadcast satellite based service or any subscription-based multichannel video service.

4.3 The Grantees shall not use, or permit any other entity or person to use, the Comcast Fiber Facilities in violation of this Agreement, any law, rule, regulation or order of any governmental authority having jurisdiction over the Comcast Fiber Facilities.

4.4 The Company may require the Grantees to immediately shut down its transmission of signals over the Comcast Fiber Facilities if the Company in good faith determines that the transmission is causing material interference to others. The Grantees shall reimburse the Company for any and all costs that are reasonably incurred by the Company in its efforts to eliminate the material interference caused by the Grantees' transmission of signals over the Comcast Fiber Facilities.

5. SERVICE INTERRUPTION: LIMITATIONS OF WARRANTY AND DAMAGES

5.1 In the event of an Comcast Fiber Facilities' outage, the Company shall provide the Grantees with a pro-rata credit against the next available invoice not to exceed the MRCs in proportion to the period of the outage, and this shall be the Grantees' sole remedy at law and in equity, provided that no credit shall be provided for the Comcast Fiber Facilities' outages solely caused by the Grantees or their equipment or facilities. The Company will not be liable for any credits if an outage is caused by the Grantees' or the Comcast Fiber Facilities' end users' negligence or willful misconduct.

6. TITLE

6.1 All right, title, and interest in the Comcast Fiber Facilities and any other equipment or facility of the Company shall, at all time, remain exclusively with the Company.

7. LIENS AND ENCUMBRANCES

7.1 Neither Party, directly or indirectly, shall create or impose any lien on the property of the other Party, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each Party will promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of the other. However, nothing in this Agreement shall be so construed as to prohibit the owner of any facilities from permitting the creation or imposition of a lien or security interest on facilities that it owns.

8. INDEMNIFICATION; WARRANTIES

8.1 Each Party will indemnify and hold harmless the other Party against any and all loss, liability, damage and expense (including reasonable attorneys' fees) arising out of any demand, claim, suit or judgment for damages to any property or bodily injury to any persons, including, without limitation, the agents and employees of either Party hereto which may arise

out of or be caused by its ownership or authorized use of the Comcast Fiber Facilities or any of its negligent acts or omissions.

8.2 NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, THOSE BASED ON LOSS OF REVENUES, PROFITS, OR BUSINESS OPPORTUNITIES, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES, OR SERVICES, OR DOWN TIME COST, WHETHER OR NOT THE PARTY HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, AND EVEN IF THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 EXCEPT AS PROVIDED IN SECTION 8.1, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE OR USE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY THE COMPANY.

9. REQUIRED APPROVALS

9.1 The Grantees shall obtain any government authorizations and approvals required for the Grantees' use of the Comcast Fiber Facilities. The Company shall cooperate with the Grantees to that end as may be reasonably required by the Grantees.

10. INSURANCE

10.1 The Company acknowledges that the Grantees are self-insured and, therefore, the Grantees will not be required to obtain and maintain any insurance coverage or provide any certificates of insurance to the Company.

11. NOTICES

11.1 All notices, demands, requests or other communications given under this Agreement shall be made, in writing, and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Cable Joint Powers:

City of Palo Alto
250 Hamilton Avenue
Palo Alto, CA 94301
Attn.: Cable TV Coordinator

With a copy to:

Office of the City Attorney
City of Palo Alto
250 Hamilton Avenue
Palo Alto, CA 94301
Attn.: Senior Asst. City Attorney – Cable franchising

If to the Company:

Comcast of California IX, Inc.
3055 Comcast Place
Livermore, CA 94551
Attn.: Contracts Manager

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103
Attn.: Cable Law Department – Operations

12. DEFAULT; TERMINATION; DISPUTE RESOLUTION

12.1 If the Grantees fails to make any MRCs payment by the due date of an invoice, and if the Company has provided the Grantees with at least ten (10) days' advance written notice of such failure, the Company's obligation to provide the Grantees with use of the Comcast Fiber Facilities shall temporarily cease until all of the required undisputed MRCs payments have been made in full. If any payment remains in arrears for thirty (30) days after the due date of an invoice, and if the Company has provided the Grantees with at least thirty (30) days' advance written notice of such nonpayment, such nonpayment shall constitute a material default of this Agreement and the Company may terminate this Agreement at any time thereafter, and may pursue all other rights and remedies available to the Company at law and/or in equity.

12.2 The Company may terminate this Agreement, and may pursue all other rights and remedies available to the Company at law and/or in equity: (i) upon thirty (30) days' advance written notice to the Grantees, if the Grantees knowingly uses or attempts to use the Comcast Fiber Facilities for any purpose other than the purposes authorized in this Agreement and does not abandon such use immediately upon the receipt of notice by the Company; or (ii) upon thirty (30) days' advance written notice to the Grantees, if the Grantees defaults in any other material non-monetary obligation hereunder and fails to cure such default within that thirty-day period.

12.3. The Company may terminate this Agreement upon thirty (30) days' advance written notice to the Grantees: (i) if the Company loses or fails to obtain the renewal of any approval, consent, authorization, license, certificate, franchise, or permit required to provide the service hereunder, or if such approval, consent, authorization, license, certificate, franchise, or permit is suspended for a period longer than sixty (60) days and not renewed, or if it is adversely

modified by a governmental authority; (ii) if continuing to provide the Comcast Fiber Facilities would materially interfere with the Company's ability to obtain and maintain approvals, consents, authorizations, licenses, certificates, franchises, permits or consents necessary to the operation of its business; or (iii) if continuing to provide the Grantees with use of the Comcast Fiber Facilities would obligate the Company to provide to a non-governmental or non-educational entity upon the same terms and conditions that the Company offers to the Grantees.

12.4 The Company may terminate this Agreement without notice only to the extent that immediate termination is required by law, regulation or a governmental authority.

12.5 The Grantees may terminate this Agreement upon forty-five (45) days' advance written notice to the Company. Nothing in this Section 12 or other provisions of this Agreement shall affect or impair the Grantees' right to pursue all available rights and remedies at law and/or in equity against the Company in the event that the Company terminates for cause this Agreement.

12.6 To the extent any Cable Joint Powers member does not elect to use or ceases to use any of the Comcast Fiber Facilities for any period of time, the Cable Joint Powers will give the Company thirty (30) days' prior written notice of such election. After the thirty-day period, the Grantees will not be obligated to pay any MRCs to the Company for any Comcast Fiber Facilities not in use by any such member of the Cable Joint Powers, and the Company will not have any further obligation to provide the applicable Comcast Fiber Facilities to the Grantees for the benefit of such member of the Cable Joint Powers. Notwithstanding the preceding sentence, any such member of the Cable Joint Powers may request to use such member's applicable Comcast Fiber Facilities again upon written notice to the Company, to the extent such Comcast Fiber Facilities are not at the time (the Grantees' request is submitted) in use by the Company, which determination shall be made at the Company's sole discretion. In the event such Comcast Fiber Facilities are then made available to the Grantees on behalf of any such member of the Cable Joint Powers, the applicable Comcast Fiber Facilities shall be offered under the terms of this Agreement, and the Grantees on behalf of the applicable Cable Joint Powers member shall be responsible for the MRCs for any such Comcast Fibers Facilities through the term of the Agreement.

12.7 Upon the effective termination of this Agreement, all rights of the Grantees to use the Comcast Fiber Facilities shall cease, and the Company may disconnect, terminate, remove or use the Comcast Fiber Facilities for any other purpose.

12.8 Notwithstanding any provision in this Section 12, the Parties shall in good faith attempt to resolve their disputes by informal meetings for a period of ten (10) days after reasonable notice requesting a meeting to resolve the dispute is sent. If the Parties should fail to resolve any dispute by informal means, then the Parties may attempt to use non-binding mediation for at least sixty (60) days to resolve their dispute before any Party commences litigation.

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13. LATE PAYMENT CHARGE

13.1 To the extent permitted by applicable law, any undisputed fees, charges, costs or expenses not paid by the Grantees by the due date of an invoice may be subject to late payment charge calculated by multiplying the past due amount (exclusive of late payment charges) by one-thirtieth of one percent (0.033%) per day or the highest rate allowed by law, whichever is lower.

14. WAIVER

14.1 The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall nevertheless be and remain in full force and effect.

15. GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the laws of the state of California without reference to its choice of law principles.

16. RULES OF CONSTRUCTION

16.1 The captions and headings in this Agreement are strictly for convenience and shall not be considered as interpreting it or as amplifying or limiting any of its content.

17. ASSIGNMENT

17.1 The Grantees shall not assign this Agreement without the express written consent of the Company, which consent shall be granted or withheld at the Company's sole discretion. Nor shall the Grantees assign, transfer or sublease, directly or indirectly, on an integrated or disintegrated basis, in whole or in part, the Facilities or its right to use the Facilities as granted herein without the express written consent of the Company, which consent shall be granted or withheld at the Company's sole discretion. Notwithstanding the foregoing, the Grantees is not required to obtain the consent of the Company to assign this Agreement (a) to another member of the Grantees, or (b) to any entity that acquires all or substantially all of the assets of the Grantees that directly relate to this Agreement, but the Grantees shall give written notice to the Company of any such assignment no later than thirty (30) days after such an assignment takes place.

18. ENTIRE AGREEMENT

18.1 This Agreement, including the Exhibits, which are hereby incorporated herein as an integral part of this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter and geographical locations referred to, and it supersedes any and all prior or contemporaneous agreements, whether written or oral, between the Parties. This Agreement cannot be modified except, in writing, and signed by the party against whom enforcement of the modification is sought.

19. RELATIONSHIP OF THE PARTIES

19.1 The relationship between the Parties shall not be that of partners, agents or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership, agency, or joint venture agreement between them.

20. FORCE MAJEURE

20.1 The Company shall not be deemed to be in breach of this Agreement during any period of time in which it is unable to perform its obligations as a result of the occurrence of an event of force majeure, which shall include, but not be limited to, acts of God, act or order of government denial or access to or loss of utility service or facilities or any other circumstance beyond the reasonable control of the Company. The required time for the Company's performance hereunder shall be extended to account for any such force majeure event.

21. CONDEMNATION

21.1 Upon condemnation of all or any material portion of the Comcast Fiber Facilities and any other facilities used by the Company to provide service to the Grantees, the Company, by not less than thirty (30) days' written notice to the Grantees, as practicable, may discontinue or suspend service under this Agreement.

22. MISCELLANEOUS

22.1 If any provision of this Agreement is found contrary to law or unenforceable by any court exercising jurisdiction over the Parties, the Comcast Fiber Facilities, or this Agreement, the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the Parties shall negotiate in good faith a substitute provision. To the extent required by applicable law, the Grantees shall keep the terms and conditions of this Agreement confidential and shall not release or disclose such terms to any other party without the prior written permission of Company. The preceding sentence notwithstanding, the Company acknowledges and agrees that the Grantees is subject to the California Public Records Act, California Government Code section 6250 *et seq.*, and that this Agreement is entered into by the Grantees in the ordinary course and scope of its business as a cable franchise joint action agency.

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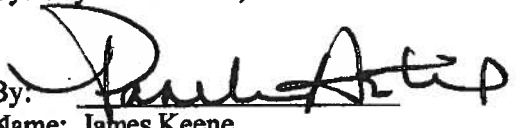
IN WITNESS WHEREOF, the Parties have by their duly appointed representatives executed this Agreement as of the Effective Date.

COMCAST OF CALIFORNIA IX, INC.

CABLE JOINT POWERS

By: City of Palo Alto, its administrator

By: 
Name: _____
Title: _____

By: 
Name: James Keene
Title: City Manager

APPROVED AS TO FORM:


Senior Asst. City Attorney

APPROVED:

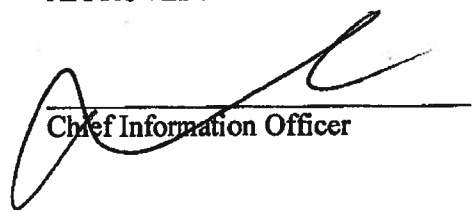

Chief Information Officer

EXHIBIT A

MAPS AND
ORIGINATION POINTS AND TERMINATION POINTS

Town of Atherton	Origination Site	Hub - Termination Site	No. of Fiber Pairs	Monthly Cost
Library (this link is currently not working)	2 Dinkelspiel Station Ln	E	1	
Holbrook-Palmer Park	150 Watkins Ave	D	1	
Total feet= 30,400				\$431.82

City of East Palo Alto	Origination Site	Hub - Termination Site	No. of Fiber Pairs	Monthly Cost
Corporation Yard	150 Tara Road	C	1	
Housing and Community Service	2277 university Avenue	C	1	
Police Department	141 Demeter Street	C	2	
Total feet=22,464				\$319.09

City of Menlo Park	Origination Site	Hub - Termination Site	No. of Fiber Pairs	Monthly Cost
Onetta Harris Community Center/Belle Haven Senior Center	100 Terminal Avenue	C	1	
Belle Haven Police Substation	1197 Willow Rd	C	1	
Belle Haven Child Development Center	410 Ivy Drive	C	1	
Total feet= 47,452				\$674.03

Core Fiber	Hub	Hub	No. of Fiber Pairs	Monthly Cost
East Palo Alto to Palo Alto	C	A	1	
Palo Alto to Menlo Park	A	D	1	
Menlo Park to Atherton	D	E	1	
Total Feet= 70,687				\$1,004.08

Hub site address	Hub		
250 Hamilton Ave, PA	A		
900 San Antonio Rd, PA	CMAC		
2415 University Ave, EPA	C		
701 Laurel St, MP	D		
83 Ashfield Rd, Atherton	E		

Total Monthly Recurring Cost:

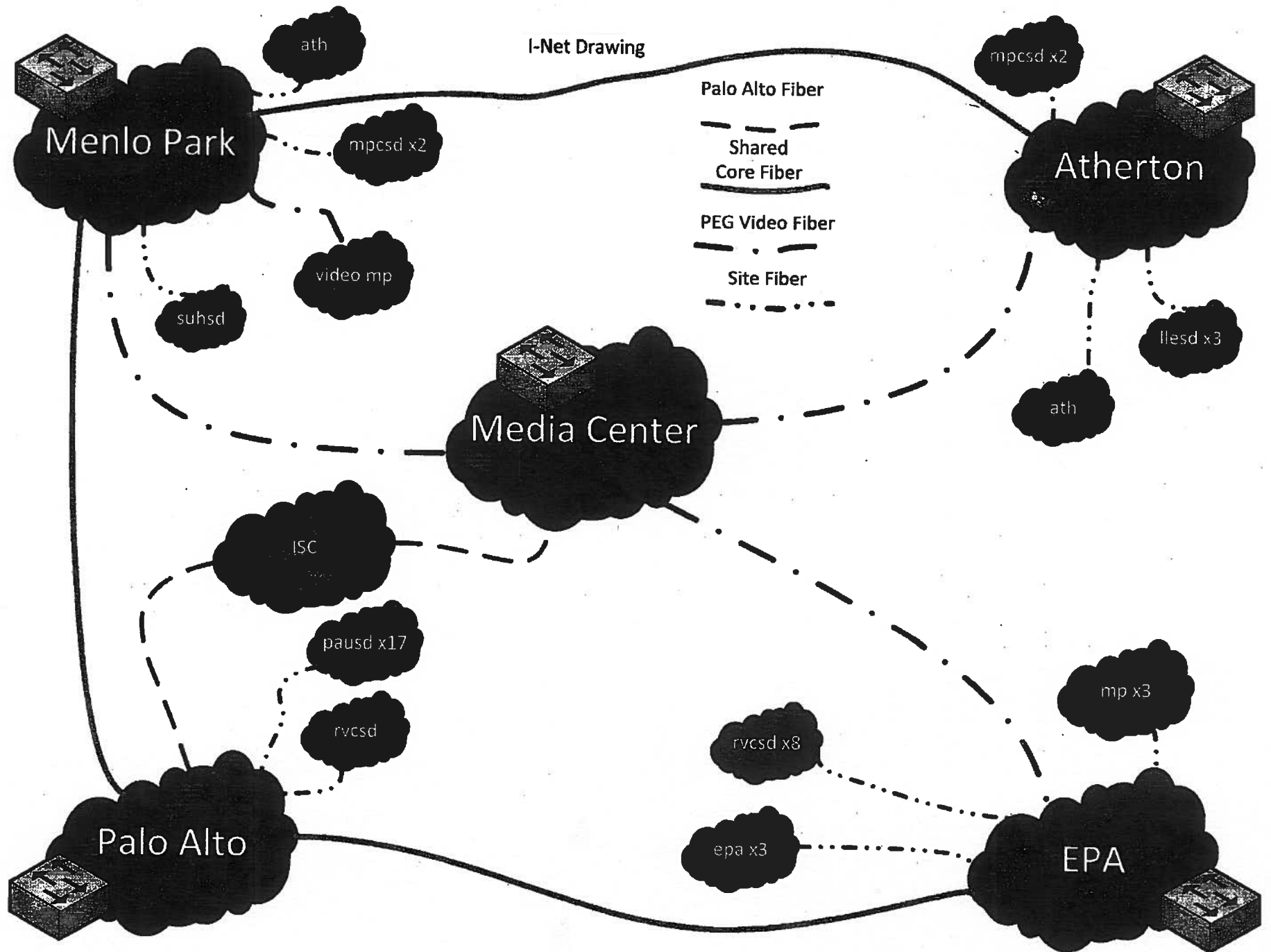
\$ 2,429.02

EXHIBIT B

PEG USE FIBERS

PEG Connections	Hub	Hub	No. of Fiber Pairs	Monthly Cost
Council Chambers – Menlo Park	13	D	1	
Media Center to Atherton	CMAC	E	1	
Media Center to East Palo Alto	CMAC	C	1	
Media Center to Menlo Park	CMAC	D	1	
Media Center to Palo Alto	CMAC	A	1	
Total Monthly Cost				No Charge

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**AGREEMENT FOR STORAGE AND OPERATION OF
INSTITUTIONAL NETWORK EQUIPMENT**

This Agreement for Storage and Operation of Institutional Network Equipment (the "Agreement"), dated as of Nov 5, 2012 (the "Effective Date"), is entered into by City of Menlo Park, a City (the "JPA Member"), and the Cable Joint Powers, a California joint action agency organized and existing under the Joint Exercise of Powers Act, California Government Code section 6500 *et seq.* (the "JPA")(individually, a "Party" and, collectively, the "Parties"), in regard to the following facts and circumstances:

RECITALS:

A. In 1983, the cities of Palo Alto, East Palo Alto and Menlo Park, the town of Atherton, and the counties of San Mateo and Santa Clara executed a joint powers agreement (the "JPA Agreement") for the purpose of creating a joint powers agency, charged with issuing a community antenna television franchise agreement (the "Franchise Agreement") and facilitating the provision of cable services in a service area, covering the jurisdictional boundaries of the JPA Members.

B. In 2000, the JPA granted a Franchise Agreement to TCI Cablevision of California, Inc., now Comcast of California IX, Inc. ("Comcast"). Under the Franchise Agreement, provision is made for an institutional network ("I-Net"), consisting of public, education and government ("PEG") head-end links and I-Net links. The JPA required Comcast to provide funding to acquire and support the I-Net equipment and to provide for the distribution of PEG programming to subscribers over the I-Net. The Franchise Agreement authorizes the City of Palo Alto (the "City"), as administrator for the JPA, to designate a community access organization (the "CAO") to manage the PEG channels.

C. The I-Net connects public schools, public buildings and community centers in the JPA's service area. The heaviest users of the I-Net are the public schools. The public schools utilize the I-Net as their primary telecommunications network and, as a consequence, public schools located in the JPA service area were afforded the opportunity to avoid leased line telecommunications costs, and gain significantly greater bandwidth and network performance. Community members use the I-Net to create and distribute programs on the PEG channels that promote and celebrate individual expression, local achievements, education, cultural exchange, arts appreciation, and civic engagement.

D. Each JPA Member has certain I-Net routing and switching equipment (the "I-Net Equipment") that are owned by the JPA, yet are located within the JPA Member's jurisdictional boundary. The JPA wishes to receive from each JPA Member the right and permission to store and operate (including install, maintain, repair, remove and replace)

the JPA's I-Net Equipment within each JPA Member's jurisdictional boundary, and enjoy the right of ingress and egress to install, maintain, repair and remove the I-Net Equipment located within each JPA Member's jurisdictional boundary.

IN CONSIDERATION OF the recitals and following covenants, terms and conditions, the Parties agree, as follows:

AGREEMENT:

1. The Recitals of this Agreement constitute a part of and are integrated in to this Agreement.
2. The term of this Agreement shall commence on November 5, 2012 and shall continue for a term of five years.
3. The JPA Member hereby grants to the JPA and its representatives, agents and contractors, including, without limitation, the City, as the JPA administrator, (A) the right of ingress and egress to any building or structure owned by the JPA Member, which houses the I-Net Equipment, upon reasonable prior notice to the JPA Member, and (B) the right to install, maintain, repair, remove and/or perform other work in connection with the I-Net Equipment within the JPA Member's jurisdictional boundary. The JPA Member agrees to maintain connectivity of the I-Net Equipment with Comcast's dark fiber optic backbone located within the JPA Member's jurisdictional boundary, and furnish power to the I-Net Equipment at the JPA Member's sole cost and expense.
4. By acceptance of this Agreement, the Parties expressly understand and agree that the JPA will not indemnify, defend and hold harmless the undersigned JPA Member from and against any and all liability, loss, or damage, which may be suffered or incurred by the JPA Member in connection with the Parties' exercise of rights and performance of obligations under this Agreement, except to the extent such liability, loss or damage arises as a result of the JPA's negligence or willful misconduct.
5. Except as otherwise provided herein, neither the JPA nor the JPA Member shall be required to provide insurance coverage which extends to acts and omissions of each Party hereto in connection with this Agreement, and each Party represents and warrants that it does self-insure against any and all liability, loss and damage in the ordinary course and scope of conducting its business.
6. The duties of a Party shall be not assigned or transferred to any third party without the express written approval of the other Party. Any unapproved assignment or transfer will be null and void.
7. A waiver by a Party of any breach or violation of any covenant, term or condition of this Agreement or of the provisions of any ordinance or law shall not be construed to be a waiver of performance of any other covenant, term, condition, ordinance or law, or of any subsequent breach or violation of the same. The acceptance

by a Party of any payment or damages which may become due hereunder will not be deemed to be a waiver of any subsequent breach or violation by the other Party of any covenant, term, condition, ordinance or law.

8. This Agreement may be terminated upon the occurrence of an "event of default" by a Party (the "Defaulting Party"). An "event of default" will constitute a material breach of this Agreement, if it is not cured in a timely manner.

8.1 The term "event of default" means the occurrence of any of the following: (a) the failure to perform any material covenant, or obligation set forth in this Agreement or any Exhibit, if such failure can be readily remedied and is not remedied within thirty (30) days after written notice of default is given; (b) a Party files a petition or otherwise commences or acquiesces in the commencement of a proceeding under any bankruptcy, insolvency, reorganization or similar law, makes an assignment for the benefit of its creditors, has an administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or is generally unable to pay its debts as they fall due; (c) the transfer of this Agreement or any material obligation arising under this Agreement and the Exhibits, whether voluntarily or by operation of law, without the consent of the other Party; and (d) the failure to make, when due, any payment required by this Agreement if such failure is not remedied within ten (10) business days after written notice of default is given.

8.2 If an event of default occurs and is continuing with respect to the Defaulting Party, the other Party (the "Non-Defaulting Party") will have an election of rights and remedies, in addition to all other rights and remedies afforded or provided by law or in equity or as otherwise provided in this Agreement, to which the non-defaulting Party may resort cumulatively, or in the alternative: (a) the right to terminate this Agreement by giving thirty (30) days' prior notice of termination, in which event this Agreement will terminate on the date set forth in the notice of termination; (b) the right to demand performance of an act which otherwise cure the violation or any breach; and (c) the right to suspend performance of any of its material obligations, including, without limitation, the right to withhold any payments due to the Defaulting Party under this Agreement.

9. A Party will be temporarily excused from the performance or further performance of any of its covenants or agreements hereunder and such Party's nonperformance shall not be deemed an event of default under this Agreement for any period to the extent that such Party is prevented, hindered or delayed for any period of time not in excess of thirty (30) days from performing any of its covenants or agreements, in whole or in part, as a result of an act of God, war, civil disturbance, court order, or other cause beyond that Party's reasonable control, including, without limitation, any denial of access to the City's facilities in order to perform the Services and complete the Project. The Parties hereby agree to use reasonable efforts to remedy the effects caused by the occurrence of the event giving rise to a Party's temporary nonperformance of its covenants or agreements under this Section. A Party will provide notice promptly to the other Party to the extent that Party relies on the provisions of this

Section to temporarily excuse its failure to perform any of its covenants or agreements hereunder.

10. All notices required to be given hereunder shall be, in writing, and mailed, postage prepaid, by certified mail, addressed, or e-mailed, as follows:

To JPA: JPA Administrator
c/o City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303
ATTN: Melissa Cavallo, Cable Coordinator
Melissa.Cavallo@CityofPaloAlto.org

To JPA MEMBER:

ATTN:

11. In the exercise of rights and performance of obligations, each Party acts at all times as an independent contractor and not as an employee of the other Party. Nothing in this Agreement shall be construed to establish a partnership, joint venture, group, pool, syndicate or agency between the JPA and the JPA Member. No provision contained herein shall be construed as authorizing or empowering either Party to assume or create any obligation or responsibility whatsoever, express or implied, on behalf, or in the name of, the other Party in any manner, or to make any representation, warranty or commitment on behalf of the other Party. In no event will either Party be liable for (i) any loss incurred by the other Party in the course of its performance hereunder, or (ii) any debts, obligations or liabilities of the other Party, whether due or to become due.

12. If a dispute between the Parties arises under this Agreement, the Parties will endeavor to resolve informally at a meeting of each Party's designated representatives who may be responsible for and exercise the appropriate authority to resolve all disputes hereunder; and (b) if the Dispute remains unresolved after thirty (30) days, the Parties agree that the dispute shall be submitted to the Franchise Review Board, as such body is designated in the Franchise Agreement, which shall render a final decision regarding such dispute.

13. The following miscellaneous provisions shall apply under this Agreement:

13.1 This Agreement will be governed by and construed in accordance with the laws of the State of California. The Parties will comply with applicable laws pertaining to their obligations arising under this Agreement.

13.2 In the event that an action is brought, the Parties agree that trial of such action will be vested exclusively in the state courts of California or in the United States

circumstance would occur as a result of its entering into or performing its obligations under this Agreement and the Exhibits.

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Agreement and certain Exhibits, as appropriate, as of the Effective Date.

JPA

JPA MEMBER

Melissa Cavallo
Name: *Melissa Cavallo*
Title: *Cable Coordinator*

Name:
Title:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

for

Name:

APPROVED:

for
Paul Artop
Assistant City Manager

Director of Administrative Services

Title:

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ADMINISTRATIVE SERVICES DEPARTMENT

Council Meeting Date: March 5, 2013
Staff Report #: 13-034

Agenda Item #: D-7

CONSENT CALENDAR: Authorize the City Manager to execute an agreement with Packet Fusion and CDWG in a combined amount not to exceed \$300,000 for Voice over Internet Protocol (VoIP) Phone System

RECOMMENDATION

Staff recommends the City Council authorize the City Manager to execute an agreement with Packet Fusion and CDWG in a combined amount not to exceed \$300,000 for Voice over Internet Protocol (VoIP) phone system.

BACKGROUND

The City of Menlo Park is planning to implement a Unified Communication and Collaboration, Internet Protocol (IP) telephone system utilizing Voice over Internet Protocol (VoIP). The City currently maintains an aging Nortel Meridian Opt11 PBX system.

The City invited proposals to provide a modern IP telephone system with related professional services. The project requires the design and assisted implementation services for a new IP telephone system, including the interconnection of this system to the established multi-site, wide-area data network.

On October 12, 2012, the initial Request for Proposals (RFP) was published. An addendum to the RFP was published on October 26; answering 27 supplemental questions from respondents (see Attachment A). In total the City received ten responses by the November 2, 2012 deadline.

ANALYSIS

The Information Services Manager reviewed all ten proposals for completeness, overall system design, responsiveness to the RFP, and vendor reference checks. Based on the review of the above criteria, five proposals were selected to advance to an internal cross-departmental committee review process.

Respondents were asked to present a proof-of-concept technology demonstration highlighting their proposed technology. The City's evaluation team reviewed all five respondent proposals and awarded points in each of the evaluation criteria. The proposal from Packet Fusion most closely met the criteria, provided the highest overall value, and the lowest cost. (See Attachment B). The evaluation team also recommended contracting with CDWG for the acquisition of essential network equipment necessary to support the underlying technology requirements.

Staff anticipates full implementation by July 2013.

IMPACT ON CITY RESOURCES

Funding for the VoIP System has been budgeted in the FY2012-13 Capital Improvement Plan (CIP) budget. The base contracts are estimated to be \$251,000: \$190,000 for the Packet Fusion equipment and \$61,000 for the CDWG contract. This results in a \$49,000 residual balance available for unforeseen infrastructure requirements or other unanticipated needs. The total expenditure will not exceed the authorized \$300,000 CIP budget.

Signature on file
Danny Daniels
Information Services Manager

Signature on file
Starla Jerome-Robinson
Assistant 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.

ATTACHMENTS

- A. Responses to the Supplemental Questionnaire
- B. VoIP Committee Evaluation Worksheet
- C. VoIP Request For Proposals (RFP)

1. What is the serial number on your old Nortel system?

Serial Number 10000703 - PBX S/N: 10000703

2. Do you want to replace switches with PoE switches or utilize power bricks?

Intelligent design should be a primary consideration. PoE capable switching would be a preferred solution; however power bricks can be listed as an option where applicable.

3. Can we get a break down of phone counts per site?

CDC – 11, OHCC – 26, Sub – 7, Admin Campus – 223

4. Can we get a break down of analog device types and counts per site?

CDC – 0, OHCC – 0, Sub – 0, Admin Campus – 30

5. Can you elaborate on paging capabilities? Do you want paging through the phone and/or through new or existing overhead paging?

We currently provide overhead paging capability in two locations within the Admin Campus. Paging is facilitated by dialing a feature set on the handset to actuate the overhead paging function. The location the user is paging is determined by the feature they key in. Both paging location are located with the City's Administrative Campus.

6. What version of Exchange are you currently running?

The City currently uses the enterprise version of Exchange 2007.

7. Are you interested in moving to SIP trunking for enhanced redundancy and lower pricing?

We are interested in SIP trunking and it should be included within the RFP response as a deployment option. To the extent that SIP is not supported or is not a recommended strategy it should be clearly noted within the RFP response.

8. Do you require full redundancy at the server levels for both call control and voicemail?

Call redundancy should be a factor in the overall proposed design to the extent that the proposed system is not susceptible to a logical single point of failure.

Voicemail could be delivered as a single server recommendation; it can also be delivered as a VMware Virtual host within our VSphere VCenter environment

9. Are one gigabit handsets required

Gigabit handsets are not a functional requirement of the RFP. It is ok if the handset proposed supports a 10/100mb aggregation as long as the overall system design proposed does not impede existing 1GB aggregation within a fully converged network. The underlying proposed

system should also natively support 1GB voice aggregation and where an upgrade is necessary to support 1GB it should be noted.

10. Please confirm # of users system wide (267)
11. IP users with Gigabit pass-through phones (see question 9)
12. What are your requirements for Voice or Call recording.

Within our Public Safety department we have a mandate for call recording. The City uses a server technology by VPI-Corp to facilitate this mandate. VPI-corp does provide integration strategies for various platforms. The minimum supported deployment strategy is the ability to support Passive Span Recording / IP Recording via H.323 Protocol. Please see appendix A below for more information on Passive Span Recording / IP Recording via H.323 Protocol or refer to VPI-Corp for VOIP PBX specific deployment references.

13. Please confirm unified messaging: message will need to be stored on messaging server to integrate with Outlook but not stored on Exchange server

Any unified messaging data storage requirements should sit outside of our existing information store.

14. What would the number of Executive, Staff, Break-room and Conference handsets that would be required by the City?

Specific model counts and how those handsets would be distributed are not known. The hand set capabilities would in part help dictate the appropriate range of users. For that reason we would like to see a breakdown of hand set models and recommendations. The exact number / type would be determined as a component of the final selection process.

15. What would be the total Analog ports break down to for the City? Example: elevator, modem or other analog device (not for outside lines)

CDC – 0, OHCC – 0, Sub – 0, Admin Campus – 30
Modem, Fax, and analog legacy dial tone

16. How many POTS lines will be required for (3) remote locations?

Remote site survivability is an important component of this RFP. We recognize that our current design and per site equipment selection falls short of providing sustained business continuity. For that reason we would encourage RFP responders to apply intelligent design as it applies to the concept of remote survivability. Each of the remote locations outside of the main Administration campus should have provisions to provide sustained survivability for the number of supported IP handsets per location (please explain the concept or formula used to support your recommendation)

17. With the City's ...Call Accounting requirements, would you prefer a GUI interface or just for the system to be able to perform the function?

The solution should provide for the ability to export data into a csv format and provide for basic search capabilities within the call accounting interface. There is no preference over GUI vs. command line as long as the process provides for both exporting and search related capabilities.

18. Do they only want recording on the Attendant console handsets or on all user sets?

Call recording is a public safety requirement. Refer to question 12 for a complete explanation of our requirements

19. Does the Attendant Console need an external side car and also, how many attendant consoles will the City require.....i.e.; one for each location?

The ability or need for an external side car will be solution specific. The RFP response should support multiple attendant consoles. If there is a limit or license component necessary to support this please make sure that is clearly listed within the RFP response.

20. We understand that currently the City is using point to point T-1's your remote locations. There can be additional cost savings if, the City would be willing/interested in using SIP Trunks at the Civic Center with Analog lines for back up the (3) remote sites...Please provide your preference?

We are interested in SIP trunking and it should be included within the RFP response as a deployment option. To the extent that SIP is not supported or is not a recommended strategy it should be clearly noted within the RFP response.

21. What functionality does the City want with E-911; do you need to track based upon a building, floor or cubical?

Our current E-911 capabilities provide for DID references in determining City facilitated 911 calls. This limits our public safety response to a building or large geographical area. The ability to provide a finite response based on IP address or building location would be desired.

22. We would like to know, what supervisor module is being used in the 4506 and 4506E switches?

Chassis type: WS-C4506 - a 4500 switch
CPU: XPC8245
Slot 1: type 1000BaseX (GBIC) Supervisor (active), 2 ports
Slot 1: part WS-X4515, serial JAE0845ZY38

Chassis type: WS-C4506-E - a 4500 switch
CPU: MPC8548, MPC8548 CPU at 1GHz, Supervisor 6L-E
Slot 1: type Sup 6L-E 10GE (X2), 1000BaseX (SFP), 6 ports
Slot 1: part WS-X45-SUP6L-E, serial JAE14360LP1
Slot 1: hvers 2.0, firmware 12.2(44r)SG5, sw 12.2(54)SG1

23. We would like to know what modules are in the 2901 routers?

Cisco CISCO2901/K9 (revision 1.0) with 483328K/40960K bytes of memory
3 Gigabit Ethernet interfaces
2 Low-speed serial (sync/async) interfaces
1 Virtual Private Network (VPN) Module
DRAM configuration is 64 bits wide with parity enabled
255K bytes of non-volatile configuration memory
254464K bytes of ATA System CompactFlash 0 (Read/Write)

Technology Package License Information for Module:'c2900'

```
-----  
Technology  Technology-package  Technology-package  
          Current    Type      Next reboot  
-----  
ipbase     ipbasek9   Permanent  ipbasek9  
security   securityk9 Permanent  securityk9  
uc         None      None       None  
data      None      None       None
```

Configuration register is 0x2102

24. Would the City like to have iPad and iPhone integration available?

The City does foresee the ability to support softphone capabilities as a logical component to our UC Strategy. To the extent that efficiencies may be garnered through bundled products or logical License or feature sets it should be clearly noted in the RFP response. The ability to support Prevailing platforms such as IOS, IPAD, Android, Microsoft, Linux, etc. ., should also be clearly noted Within the RFP response.

25. Within the RFP, Conferencing capabilities was not clearly addressed, does the City have conference requirements; what type of conference functionality is import for the City's needs and requirements? Example: type of conference, audio, video and Web based conference?

The City does foresee the ability to support Conferencing capabilities as a logical component of our UC strategy. To the extent that efficiencies may be garnered through bundled products or logical License or feature sets it should be clear noted in the RFP response. The City is looking for base Functionality in this service area as it pertains to Audio, Video and Web conferencing capabilities. Audio conferencing should support a minimum of up to 5 callers.

26. Please confirm # of trunk: (3) PRI/ T1 for Civic Center, (1) PRI/ T1 for Police Station

As explained in question 16 our current PBX design and per site equipment selection falls short of providing sustained business continuity. For that reason our existing PRI/T1 count should not be interpreted as a solid design element.

27. How many of Menlo Park's users require text to speech functionality?

The City does foresee the ability to support text to speech functionality as a logical component of our UC strategy. To the extent that efficiencies may be garnered through bundled products or Logical license or feature sets it should be clear noted in the RFP response. The City is looking for Base functionality in this service area.

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RFP COMMITTEE EVALUATION CRITERIA

The City of Menlo Park reserves the right to cancel this RFP or to reject any or all proposals received prior to contract award. The City of Menlo Park reserves the right to waive any provisions contained in this RFP. The City of Menlo Park may award the final contract based in part on the final negotiated contract terms. The City of Menlo Park reserves the right to negotiate with and award contracts to one or more proposers. The decision for selection will be made on a combination of criteria, including: total cost; responsiveness to RFP; reputation and demonstrated competence of Vendor and performance in similar projects; professional qualifications of the Vendor necessary for the satisfactory performance of services required; quality and completeness of proposal; Vendor's ability to perform in a timely fashion; City's perception of Vendor's stability within the industry; and any other factors the City believes to be important. The City reserves the right to reject any and all proposals or to waive any minor errors,

Per the RFP, respondent submissions were judged by the committee using sliding point system criteria.

	CDWG	KIS	AMS.NET	ATW	Packet Fusion
Manufacturer	Cisco	Mitel	Cisco	Shoretel	Shoretel
RFP Cost		183,363.57	193,376.80	177,665.54	182,418.12
QOS - POE Capable Switch option	60,229.97	No Bid	No Bid	No Bid	66,469.85
Complied with Format / Complete Proposal		15	15	15	15
Overall system design and adherence to RFP		12	12	12	12
Responsiveness to RFP		15	15	15	15
Reputation and demonstrated competence of Vendor		13	6	9	15
Vendor's ability to perform in a timely fashion		13	8	11	14
City's perception of Vendor's stability within the industry		13	10	9	15
		81	66	71	86

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ADMINISTRATIVE SERVICES DEPARTMENT

MIS DIVISION

**Voice over Internet Protocol (VoIP) Phone System
and
Related Professional Services**

REQUEST FOR PROPOSALS (RFP)

RFP DUE DATE: Friday, November 2, 2012



IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT DANNY DANIELS, AT DCDANIELS@MENLOPARK.ORG OR CALLING (650) 330-6657.

Request for Proposal

Voice over Internet Protocol (VoIP) Phone System And Related Professional Services

I. Goals

The City of Menlo Park is planning to implement a fully-functional, well-documented, Unified Communication and Collaboration, IP telephone system utilizing VOIP, thereby ensuring long-term growth through effective management and maintenance. The City of Menlo Park invites proposals from qualified firms that can provide an IP telephone system and related professional services that meets or exceeds the specifications listed in this RFP. The project requires the design and assisted implementation services of a new IP telephone system and includes the interconnection of this system to the established multi-site, wide-area data network. Proposals must not only meet the current functionality requirements, but should also be adaptable for future growth not only for the numbers of users but also system features.

The goal of the IP telephone system is to allow the City of Menlo Park to utilize its data infrastructure, thereby positioning the City to prepare for future initiatives. In order to accomplish this, there will be strict standards required on design and all equipment purchased based on QOS (Quality of Service), redundancy, simplicity of design and management, etc.

The vendor will provide design and assisted installation services for a IP telephone system that seamlessly blends technologies into a reliable and manageable unified communication system that can grow to meet the City's needs. All proposed equipment should be able to integrate within the City's existing network topology to form a complete Unified Communication and Collaboration telecommunications system that accommodates current and emerging trends.



II. Current Environment

The City of Menlo Park data network consists of a main Civic Center campus and three remote wide area network sites. The main campus is located at 701 Laurel Street, Menlo Park, California, 94025.

The three remote sites are located at:

- 1. Police Substation, 1197 Willow Road, Menlo Park, 94025
- 2. Onetta Harris Community Center, 100 Terminal Ave, Menlo Park, 94025
- 3. Child Development Center, 410 Ivy Drive, Menlo Park, 94025

The City of Menlo Park currently maintains a Nortel Meriden Opt11 PBX system located within the main Civic Center location. Remote site 1 uses a Nortel Opt-11 mini PBX While remote sites 2 and 3 utilize a mini remote carrier system with point to point t1 PRI with the main site Opt 11 PBX.. Total count we currently maintain 267 Digital Phone sets, and 30 Analog Ports system wide.

The remote sites are each served by a single communication closet at each building. The Civic Center campus currently consists of 8 buildings. These buildings are connected together using 1GB Multi-mode fiber optic cable and category 3 copper wire. The Civic Center campus currently connects to the wide area network sites via 1GB single-mode fiber optic cable. We also have a project underway to provide a backup network path at each of the three remote sites using 10mb internet VPN connections. It is anticipated that a dual honed topology will be in place in time for the adoption of this RFP. All fiber sites currently aggregate at 1 GB to the City's core switch.

The City's data infrastructure consists primarily of Cisco switches. All layer 2 switching is fully QOS compliant but lacks POE (Power over Ethernet) functionality.

Current Access layer switches

Civic Center - 1 st Floor	Cisco 2960 w/ fiber uplink, 24 port
Civic Center - 1 st Floor	Cisco 2960 w/ fiber uplink, 24 port
Civic Center - 1 st Floor	Cisco 2960 w/ fiber uplink, 48 port
Civic Center - 2 nd Floor	Cisco 2960 w/ fiber uplink, 24 port
Civic Center - 2 nd Floor	Cisco 3560 w/ fiber uplink, 48 port
Civic Center – basement	Cisco 4506 (Core) ws-x4848, 48 port
Civic Center – basement	Cisco 4506e (PD) ws-4648-VE, 96 port
Civic Center - Gymnastics	Cisco 2960 w/ fiber uplink, 24 port
Civic Center - Recreation	Cisco 2960 w/ fiber uplink, 24 port
Civic Center - Gymnasium	Cisco 2960 w/ fiber uplink, 24 port



Civic Center - Library	Cisco 2960 w/ fiber uplink, 24 port
Civic Center - Maintenance	Cisco 2960 w/ fiber uplink, 24 port
Civic Center - City Council	Cisco 2960 w/ fiber uplink, 24 port
Civic Center - Public Works	Cisco 2960 w/ fiber uplink, 24 port
Police Substation (SUB)	Cisco 2901, Cisco 2960 w/ fiber uplink, 24 port
Onetta Harris Center (OHCC)	Cisco 2901, Cisco 2960 w/ fiber uplink, 24 port
Child Dev. Center (CDC)	Cisco 2901, Cisco 2960 w/ fiber uplink, 24 port

III. General System Requirements

The City of Menlo Park is soliciting information for a Unified Communication and Collaboration IP telephone and voicemail system that meets or exceeds 1) the current phone system at City of Menlo Park, 2) current industry standards, and 3) the specifications listed below.

A. Call Control System

H.323

Redundant call control

High quality voice with minimal latency

Simple communication across WAN connections w/o complete loss of service during WAN outages

Configured to support at least 300 users and scalable to 600 users

SIP compatible

GUI management interface

GUI user interface

Detailed call logging and reporting

Music on Hold

System Paging

Text to Speech

Speech to Text

Cell Phone integration

Telephones capable of providing 1000Mb/s pass through

99.999% Reliability

B. Voice Mail Server

Voice mail

Configured to support at least 300 users and scalable to 600 users

SIP compatible

GUI management interface



GUI user interface
Integration with Active Directory (LDAP compatible)

C. Telephones

Capable of providing 1000Mb/s pass through
802.3af compliant (i.e. POE compliant)
Current number of phones (see above).
Provide per-phone pricing for a variety of phone models
Capability to put analog devices on the VoIP phone system (ATA)
One for One softphone mapping

D. Gateways

Ability to connect multiple T-1/PRI digital gateways
Ability to connect analog ports
Ability to connect analog ports for redundancy / remote site survivability.

E. Deployment and Training Services

Provide installation services and administrative cross training for all core hardware
Provide programming services and administrative cross training for Call Control and Voice Mail Messaging Server

Provide optional cost for phone placement and programming
Provide optional cost for technical support staff training
Provide optional cost for end-user training

IV. System Features

Please indicate whether the proposer's system includes the following features with an explanation, if necessary. Proposers can add additional features available with proposed solution.

Call Control

Call Menus Call Hold Call Parking
Call Forwarding Busy/No Answer
Call Routing
Conference Calling (Max number of users in Conference Call/Max concurrent CCs)



Call Recording Auto Attendant Attendant console
Audio Conferencing
Video Conferencing
Instant Messaging
Unified Messaging
Hunt Groups
User Directory (Integrated with Active Directory) Integrated Voice Response Automated
call-by-call bandwidth selection
Automated phone installation configuration
Automatic phone moves (Follow me) Direct inward dialing
Performance monitor interface
Station monitoring or busy lamp field across all locations
Toll and nuisance number restriction (describe if this option is by set and/or by line)
Tone or music on hold
Visual message displays
Web administration
Call Logging w/ Export Abilities
Call Accounting
Roaming User Support (Log into Phone) Direct Inward Dial
Enhanced 911
PSAP interface (public-safety answering point)
Caller ID
Single Number Reach
Multiple Line Appearance on Phones
Message Waiting Light
Media Storage Type (Solid State?)
99.999% Availability
Option for system redundancy Distributed or Centralized System Supported Protocols
Moves, Adds and Changes Require Reboot? Terms of Service, and VLAN Supported?
How is QoS managed?
Types of phones supported
System Paging
Text to Speech
Speech to Text
Cell Phone integration
Soft phone availability
Switchboards availability?
Full Duplex Speaker Phones
Backlit displays
Maximum Number of Nodes
100% transparency across multiple sites?
Presence - knowing the availability of the other users
Unified messaging - one inbox for emails/voicemails/faxes



Integrated audio/web/video conferencing
Instant messaging/chat

Click to dial features from Outlook and/or a web browser
Corporate phone books across all locations
Extension dialing over all locations
Screen pops with specific, customized customer information
Disaster recovery - calls can be routed to other locations to ensure no call is missed and data can still be accessed so that there is little to no loss of productivity

Voicemail

Unified Messaging that integrates with email
Voicemail Software Platform
Voicemail Hardware Platform
Media Storage Type
99.999% Availability
Distributed or Centralized System
Voicemail Storage Limit
Voicemail Simultaneous Access Limit
Maximum Users Supported on System

Maintenance and Upgrades

Management Platform (PC, browser, etc.)
Cost of adding users beyond the capacity of the system bid
Event Logging Email Notification Security
How is documentation and support provided?
Scalability
Built-in monitoring and troubleshooting? SNMP System logs or an API
Self-administration w/ nominal training?
Single management interface for PBX, VM, ACD, E911, phones and users? Single management interface to manage all sites?
Single management interface to manage all PSTN connections at all sites?
Is there role-based system administration?
Annual Maintenance Cost

V. Scope of Work

Included with the proposal must be diagrams demonstrating the VOIP architecture along with specific equipment along with handsets. Proposers must also include installation and configuration costs along with options for network management software compatible with the proposer's equipment and detailed diagrams documenting the proposer's implementation. Provide programming services for initial Call Control and Voice Mail Messaging Server deployment. Provide optional cost for phone placement and



programming. Provide optional cost for technical support staff training. Provide optional cost for end-user training.

VI. Submittal Procedure

A. Proposals

Proposers must submit one (1) printed original proposal, signed in ink, and sealed. Proposers may elect to either personally deliver, or mail, their proposals to:

City of Menlo Park
Attn: MIS Division
701 Laurel Street
Menlo Park, Ca 94025

B. Proposal Format

All proposals should be electronically generated and the printed original signed in ink. Proposals should not be submitted in elaborate or expensive binders. Legibility, clarity and completeness are important and essential. The proposal must be signed by individual(s) legally authorized to bind the Proposer(s) and must contain a statement that the proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days after receipt by the City of Menlo Park. Faxed proposals are not acceptable.

The deadline for the submittal of proposals is no later than **November 2 , 2012 at 10:00 a.m. PST**. Proposers may submit their proposals at any time prior to the above stated deadline. The City of Menlo Park shall bear no responsibility for submitting proposals on behalf of any Proposer.

C. Addenda and Modifications

Requests for additional information and questions should be addressed to dcdaniels@menlopark.org with subject title "VOIP RFP Request" no later than **October 26, 2012 by 5:00pm PST**

Any changes to the RFP or the RFP process shall be posted to the website as addenda.

D. Key Dates:

RFP Issued	Oct 12, 2012
Optional building walk-through and meetings	Schedule with IT
Requests for additional information deadline	Oct 26, 2012
Deadline to submit proposals	Nov 2, 2012 by 10:00 a.m.
Evaluation of Proposals	Nov 2, 2012 – Nov 30, 2012
Award of Contract	December
Installation	Jan 1, 2012 – July 1, 2013



E. Information for Proposers

Proposer must submit:

TitlePage

- The title page includes the heading: “VOIP RFP”, full legal name of business entity, mailing information and telephone information for headquarters and local office; contact information including phone, cell, fax and email address

Pricing Structure Sheet

- Pricing Sheet must show detailed breakdown for every item.
- References (minimum two (2)), along with contact information to permit follow-up with references
- May include alternative suggestions

F. Vendor Reference Check

The reference check may consist of prearranged meeting, phone call and/or email inquiries to an agency or agencies that is a current or past customer of vendor – either provided by vendor for reference or contacted independently by Menlo Park. All customers will be asked the same initial questions. Follow-up and clarifying questions will be asked based on responses provided. The reference check section will also include Financial background check of the vendor to determine the past, current and future financial condition of the company. If the company is publicly traded on any internationally recognized stock exchange, provide the company’s stock symbol. Listed below are key subject areas the City will be using to assist in the technical evaluation phase.

- 1) Responsiveness to Vendor Requirements
- 2) Reference Checks
- 3) Cost

G. Miscellaneous

The City of Menlo Park reserves the right to negotiate with and award contracts to one or more proposers. The decision for selection will be made on a combination of criteria, including: total cost; responsiveness to RFP; reputation and demonstrated competence of Vendor and performance in similar projects; professional qualifications of the Vendor necessary for the satisfactory performance of services required; quality and completeness of proposal; Vendor's ability to perform in a timely fashion; City's perception of Vendor's stability within the industry; and any other factors the City believes to be important. The City reserves the right to reject any and all proposals or to waive any minor errors, discrepancies or irregularities in any proposals. The selection will be at the discretion of the City and will be based on the selection criteria described above. Proposers must accept Net 30 days payment terms. Please specify any minimum



purchase, term or volume discounts, package pricing or exclusivity that may pertain to your offer. Quotes must be quantified on the Pricing Structure Sheet and must be good for 180 days after

submission date. Alternative and/or additional required products must be completely and thoroughly described, including associated cost. Proposers must provide detail on their technical support commitment, including hours of operation and technical capabilities.

All quotes must include all shipping/handling/postage charges and fees. Proposers must provide delivery and installation schedule and/or location and availability of service and repair facility where appropriate. Proposers must show unit prices.

The City of Menlo Park reserves the right to cancel this RFP or to reject any or all proposals received prior to contract award. The City of Menlo Park reserves the right to waive any provisions contained in this RFP. The City of Menlo Park may award the final contract based in part on the final negotiated contract terms.



PUBLIC WORKS DEPARTMENT

Council Meeting Date: March 5, 2013
Staff Report #: 13-031

Agenda Item #: F-1

REGULAR BUSINESS: Consider Appeal of Staff Determination to Issue a Revocable Encroachment Permit to Construct a Driveway on the Louise Street Frontage of the Property at 1825 Santa Cruz Avenue or Adopt a Resolution Vacating and Abandoning a Portion of Louise Street

RECOMMENDATION

Staff recommends that City Council deny the appeal and authorize issuance of the Revocable Encroachment Permit issued to construct a driveway on the Louise Street frontage of the property at 1825 Santa Cruz Avenue.

BACKGROUND

In April 2012, Sam Sinnott, property owner of 1825 Santa Cruz Avenue, met with staff to discuss a proposal to construct a driveway from the rear of 1825 Santa Cruz Avenue to Louise Street behind the property. In addition, Mr. Sinnott inquired about changing the property address from Santa Cruz Avenue to Louise Street. Staff requested that Mr. Sinnott meet with the neighboring property owners to review his proposal before staff would consider his request for a driveway encroachment permit.

The terminus of Louise Street includes an unimproved section of public street right-of-way approximately 53 feet long by 60 feet wide that terminates at the rear of the properties of 1825 and 1833 Santa Cruz Avenue (Attachment D). This area currently contains vegetation, a private driveway and a small City stormwater pump facility. A single gate exists in the rear fence of 1833 Santa Cruz Avenue used for pedestrians and a double gate at 1825 Santa Cruz Avenue.

On June 14, 2012, Mr. Sinnott applied to the Department of Public Works for a revocable encroachment permit to construct a driveway at the rear of 1825 Santa Cruz Avenue from Louise Street. While the property currently has primary access and a driveway on the Santa Cruz Avenue frontage, the rear of the property abuts the unimproved terminus of the Louise Street right-of-way. The applicant has recently applied for a Building permit to redevelop the property by constructing a new house and changing the primary access for the property from Santa Cruz Avenue to Louise Street.

The Louise Street residents and Mr. Sinnott could not come to an agreement. Staff then met with the Louise Street residents and Mr. Sinnott and offered to facilitate meetings with the intent of reaching a compromise acceptable to both parties. Both

parties agreed to this facilitation with the understanding that they could appeal any decision to the City Council.

Staff developed guidelines in which both sides agreed to follow:

- 1) If an agreement could not be reached, staff will notify both parties of the City's decision to either deny the permit or approve it. Either party could appeal the decision to the City Council.
- 2) No construction would occur until the City Council heard the appeal assuming the permit was issued and there was an appeal.

Two meetings were held on September 17 and October 1, 2012. The parties could not reach an agreement. The Louise Street residents would allow pedestrian access but did not want any vehicular access from Louise Street.

On September 11, 2012, the property owners of 1017 Louise Street and 1024 Louise Street jointly applied for a Street Abandonment of the terminus of Louise Street between their parcels.

On September 24, 2012, Mr. Sinnott filed an objection to the proposed Street Abandonment of the terminus of Louise Street as that would eliminate his property's ability to exit on Louise Street.

On November 9, 2012, the Department of Public Works conditionally issued the permit since it met the City's driveway standards and it has legal access to Louise Street. The conditions of the permit are as follows:

- 1) The Louise Street residents who are opposed to the revocable encroachment permit will have 30 days from issuance of the permit to appeal this determination, during which period the permit shall not be final and no work shall occur;
- 2) The City will issue a revocable encroachment permit once Mr. Sinnott receives approval from the Planning and Building Divisions of the Community Development Department to construct a garage or carport per Menlo Park Municipal Code 8.20.070;
- 3) The driveway shall be constructed to protect the existing City stormwater pump station from any potential vehicular damage;
- 4) The driveway shall be constructed per all applicable City standards and details;
- 5) The construction of the driveway shall be coordinated with the property owners of 1024 Louise Street; and

- 6) The address for the parcel will remain 1825 Santa Cruz Avenue until such time that;

The Menlo Park Fire Protection District signs off on fire access from Louise Street; and

The Planning Division (or Planning Commission/City Council, based on appeal) has designated Louise Street to be the “front lot line” as defined by the Zoning Ordinance.

On December 5, 2012, an appeal was filed on behalf of the Louise Street residents objecting to the issuance of the revocable encroachment permit to construct a driveway on the Louise Street frontage of the property at 1825 Santa Cruz Avenue.

Mr. Sinnott and the residents of Louise Street have submitted reasons the permit should or should not be granted. They are included as Attachments A and B respectively.

ANALYSIS

Driveway Permit

Issuances of driveway permits are done administratively and are reviewed to verify compliance with City standards. They are normally issued over the counter. Staff cannot recollect the last time a driveway permit was ever appealed. In this case though, it is rare for a property to have public access from both the front and rear of the property. There are instances where properties have two driveway entrances from public rights-of-way on two sides of the property such as corner lots and on Hermosa Way where the houses front Hermosa Way and secondary driveways have been constructed off May Brown Avenue. In the Willows neighborhood, some properties have alleys at the rear of their properties in which they have two driveways.

The request by Mr. Sinnott to construct a driveway from Louise Street was also requested by the previous property owner of 1825 Santa Cruz Avenue. A driveway permit was issued by the City in 1984 signed by Darlene Anderson on behalf of Susan Schaffer for this same property. A letter dated February 3, 1984 from Susan Schaffer requested the driveway from Louise Street due to heavy traffic on Santa Cruz Avenue that impeded her entering and exiting from her driveway. The permit allowed her to construct an asphalt driveway 15 feet wide from the rear property line of 1825 Santa Cruz Avenue to the pavement on Louise Street. The permit that was issued had a condition #2 which states as follows: “This grant of permission does not constitute a deed or grant of an easement by the City, is not transferable or assignable and is revocable at any time at the will of the City”. Although the conditions state the permit is not transferable or assignable, staff is not aware of any case when the City required a driveway permit to be reassigned or transferred when there is a change in property owners.

Questions have been raised on whether the rear entrance to 1825 Santa Cruz Avenue was ever used for vehicular access. In a letter dated May 17, 2012 by Darrel Tate, he

states he bought the property at 1825 Santa Cruz Avenue in 1984 from Susan Schaeffer. He indicated that she had intended to reverse the property entrance to Louise Street. Furthermore, he says he did not construct the driveway, but used the access in its existing condition for guests and as a service entrance to the rear of the house.

Residents of Louise Street indicated that they have never seen the rear entrance from 1825 Santa Cruz used for vehicular access. Both parties do agree that the rear of 1825 Santa Cruz Avenue to Louise Avenue has been used for pedestrian access.

Front Lot Line Designation

Mr. Sinnott informally requested the Planning Division on two different occasions dated April 30, 2012 and January 14, 2013 to designate Louise Street as the “front lot line” for this parcel. For the purposes of the Zoning Ordinance, this designation affects building setbacks and the potential location of detached accessory structures, but with regard to multi-frontage parcels, does not specifically affect front door orientation or vehicle access location. However, the determination is used by the Building Division as a factor with regard to addressing. Staff reviewed the request and denied it for the following reasons:

- The subject parcel has historically been used with Santa Cruz Avenue as the front lot line.
- The adjacent side parcels likewise are oriented toward Santa Cruz Avenue.
- The subject parcel was not part of the subdivision that created Louise Street (Belle Acres Subdivision 1936).
- The Santa Cruz Avenue frontage represents the full width of the parcel (90', above the 80" minimum R-1-S lot width) while the Louise Street frontage is less than half (39, below the 80' minimum R-1-S lot width).

Mr. Sinnott sent an email informing staff that he would not appeal staff's decision; however, he may apply for the formal change in the future.

Street Abandonment

On September 11, 2012, the property owners of 1017 Louise Street and 1024 Louise Street jointly applied for a street abandonment of the terminus of Louise Street between their parcels. The terminus of Louise Street includes an unimproved section of public street right-of-way approximately 53 feet long by 60 feet wide that terminates at the rear of the properties of 1825 and 1833 Santa Cruz Avenue.

The three step process for a Street Abandonment is as follows:

- 1) Staff requests that the City Council consider adopting a Resolution of Intention to Abandon the Proposed Public Right-of-Way and/or Easement, sets a date for the Public Hearing and refers it to the Planning Commission. In the event the City Council approves the appeal to deny issuing the driveway encroachment permit, at the March 5, 2013 Council meeting, this could be considered the first meeting of the abandonment process. Staff has included a Resolution of Intention if Council decides to proceed in this manner.
- 2) The Planning Commission considers the proposed abandonment for consistency with the General Plan. The Planning Commission's recommendation and input, if any, received from all of the utilities and/or affected parties is submitted to City Council (included in the staff report to Council) for the Public Hearing.
- 3) A Public Hearing is set where the City Council will consider the Planning Commission's recommendation and adopts a Resolution Ordering the Vacation (Abandonment) of the Public Street.

Presently, the City maintains a small stormwater pump station that is used to drain Louise Street. The general area is maintained by the adjacent property owners and the City has no other use for the property. Since the terminus of Louise Street abuts the properties of both 1825 and 1833 Santa Cruz Avenue, property owners have the same right as the Louise Street residents to use the property for public access. As stated previously, the Louise Street residents have no objection to the Louise Street right-of-way being used for pedestrian access. The residents of 1825 and 1833 Santa Cruz Avenue have used the rear of their properties for pedestrian access to Louise Street. There are existing gates in both the rear fences of 1825 and 1833 Santa Cruz Avenue properties. If the Council approves the abandonment requested by 1017 and 1024 Louise Street, no rear access would be allowed from the properties of 1825 and 1833 Santa Cruz Avenue since the subdivision that created the Louise Street right-of-way is different than the subdivision that created 1825 and 1833 Santa Cruz Avenue. The abandoned section of Louise Street would revert to the adjacent properties which is 1017 and 1024 Louise Street. As part of this process, staff would verify, using applicant-submitted information that the changes to the 1017 and 1024 Louise Street parcel lines would not result in the creation of substandard lots and/or nonconforming structures.

Building Permit Submittal

On February 1, 2013, Mr. Sinnott submitted a building permit application for a new house at 1825 Santa Cruz Avenue. This parcel is a standard lot, so Planning Commission review of a use permit is not required for development that conforms to the R-1-S regulations. The proposed house is shown to front Louise Street instead of Santa Cruz Avenue with a driveway connecting the house to Louise Street. The plans also show a secondary unit proposed in the future along the Santa Cruz Avenue side of the property. As noted previously, the Zoning Ordinance does not specify where multi-frontage residential parcels should orient the front door or locate vehicle access points,

although the “front lot line” determination is used by the Building Division when designating a parcel’s address. Staff has denied Mr. Sinnott’s request to change the street address as previously discussed in this report, therefore the address of 1825 Santa Cruz Avenue will remain the same.

Scenarios

Two Scenarios exist as to outcome of Council Action:

Scenario 1

If Council approves staff’s recommendation to deny the appeal, Mr. Sinnott will be allowed to construct the driveway off Louise Street. Mr. Sinnott will be subject to meeting the conditions of approval and would still have 1825 Santa Cruz Avenue as the property address. In addition, the resolution of abandonment would not be approved, effectively ending the abandonment process.

Scenario 2

If Council approves the appeal, Mr. Sinnott would not be able to construct the driveway to Louise Street. The property would still have 1825 Santa Cruz Avenue as the property address. The City Council could approve one of the following:

- The Council could approve the resolution of intention (subject to storm drain easement and other utilizes as needed). In addition, the Council could consider retaining two separate five (5) foot pedestrian access easements for the benefit of 1825 and 1833 Santa Cruz Avenue.
- The Council could not approve the resolution of intention to abandon the section of Louise Street and the section of Louise Street would remain the same.

IMPACT ON CITY RESOURCES

The staff time associated with issuance of the driveway permit is fully recoverable through fees collected from the applicant. The staff time costs associated with the appeal process is not recoverable.

POLICY ISSUES

There are no specific policy issues with this action.

ENVIRONMENT REVIEW

The project is categorically exempt under Class 3 of the current California Environmental Quality Act (CEQA) Guidelines.

Signature on File

Roger Storz
Senior Civil Engineer

Signature on File

Ruben Niño
Assistant 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. Information Submitted by Mr. Sinnott
- B. Information Submitted by the Louise Street Residents
- C. Resolution
- D. Map of Louise Street

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June 14, 2012



558A Santa Cruz Ave
Menlo Park, CA. 94025
Ph. (650) 325-5560

Ph. (650) 325.5560
Fax (650) 325-0138
Email: sam@sinnottandco.com
www.sinnottandco.com

To:
City of Menlo Park
Department of Public Works

Attention: Ruben Nino
Re: Encroachment Permit Application-
1825 Santa Cruz to Louise Street
Job Number: 12-05

We are sending you			
<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Under Separate Cover via: [Type text here] the following:		
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Prints	<input type="checkbox"/> Plans	<input type="checkbox"/> Other:
<input type="checkbox"/> Copy of Letter	<input type="checkbox"/> Change Order	<input type="checkbox"/> Samples	
<input type="checkbox"/> Total Quantity	<input type="checkbox"/> Reproducible	<input type="checkbox"/> Specification	

Submittal	Quantity	Date	DWG. #	Description
	1	6/14/12		Cover letter
	3	6/13/12	A1	Replacement Driveway Plan
	1	6/13/12		Permit Application
	2			Assessor's map and survey
	6	4/17/84		1984 Granted encroachment permit
	2	5/17/12		History of Access letter for Tates
	13	4/30-6/12		Communication with neighbors

These are transmitted as checked below		
<input checked="" type="checkbox"/> For Approval	<input type="checkbox"/> Approved as Submitted	<input type="checkbox"/> Resubmit copies for approval
<input type="checkbox"/> For Your Use	<input type="checkbox"/> Approved as Noted	<input type="checkbox"/> Submit [#] copies for distribution
<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned for Corrections	<input type="checkbox"/> Return [#] corrected prints
<input type="checkbox"/> For Review and Comment	<input type="checkbox"/> Revise and Resubmit/Work May Not Proceed	
<input type="checkbox"/> FOR BIDS DUE: [Type text here]	<input type="checkbox"/> PRINTS RETURNED AFTER LOAN	

Comments:

Ruben - Please let me know what dates work for a neighbors meeting. Thanks for your help.

Copy to:

	 Signature
--	---



June 14, 2012

Ruben Nino
City of Menlo Park Public Works Department
Laurel Street
Civic Center
Menlo Park, Ca 94025

Re: Encroachment Permit for Relocated Access to 1825 Santa Cruz from Louise Street

Dear Ruben:

My partners and I have bought 1825 Santa Cruz which backs onto Louise Street. We plan on tearing down the existing old house and building a new two story home which is accessed primarily from Louise but maintaining a connection to Santa Cruz.

To do this we would like to relocate the old driveway on Louise to a new location that makes room for our neighbors parking at 1024 Louise, provides adequate clearance for emergency vehicles and allows a route for future utility connections to Louise Street with an encroachment permit.

Michael Hubly and Marta Nichols, our immediate neighbors on Louise, currently park overnight on two parking spaces that were illegally installed over our old driveway in the public right of way. The reason that this could happen is that Darrel and Pamela Tate, the couple who sold us the property, grew old and less ambulatory and could no longer use the rear driveway. Their history of the driveways use is attached in a letter from them.

Even though the neighbors park illegally in the right of way and did not get an encroachment permit for the work (violation of 13.18.020 of the municipal code), they have grown accustomed to parking there

and other neighbors don't object. Therefore our design leaves room for two parking places in the right of way for them, should you permit it. The design also stays clear of the existing city storm drain and pump and a heritage tree.

The new driveway must meet current standards for emergency vehicle access. It is our hope to make this the front of the house and change our address to Louise. If granted, emergency vehicles will come this way. However, changing frontage and the address is a separate application to the planning commission and there is no guarantee that will be granted. If it is not we still want a 16' driveway. We plan on providing access from both streets under any circumstances.

Because the neighbor's parking is impacted by this design, the first thing we did was contact them and attempt to agree on a plan that would benefit all parties. To benefit them we offered to apply for their encroachment permit and reinstall their parking to current city standards. That included arguing the case that they should be allowed to park on the street overnight when others cannot. We also offered to landscape the end of the street and maintain it in a way that is agreeable to all neighbors. That landscape/hardscape plan could have included replacing materials on 1024's property to match what the city required in the right of way or even an upgrade (pavers for example). We also offered to build a fence between our drive way and their street parking if your department allowed it.

We closed the property May 17 and started our efforts of communicating with the neighbors before that on April 28. I have met Michael Hubly on site and staked out the location of our driveway for his review.

Unfortunately our efforts have failed and at this point the neighbors at 1024 Louise and elsewhere on the street are against our relocated driveway under any circumstances. They have met as a group and one has threatened legal action. We are keeping the communication open and an attorney/neighbor – Kiran Kapany has sent me a letter and emails informally representing the group. In my last email to her I specifically noted we are interested in mitigating the negative impacts on the neighborhood as a result of relocating the driveway and building the new house. Those mitigations include directing most of the construction traffic to Santa Cruz and re landscaping and maintaining the City right of way.

Our correspondence is attached to this application. The neighbors seem willing to meet and so far I have offered to do that at my office. Your office is fine too.

Also attached is an encroachment permit that was granted for a new frontage and enlarged driveway in 1984. The owner's intention was to change the frontage due to heavy traffic on Santa Cruz Avenue. As Susan Schaffer, the owner of the property at the time, states "due to heavy traffic on Santa Cruz that impedes vehicular entrance and exit from my driveway I am requesting permission to build an asphalt paved driveway..." The traffic has grown worse over the years and 1825 Santa Cruz just happens to be in the narrowest section of the main length of Santa Cruz Avenue. It is extremely dangerous getting out of the existing driveway on Santa Cruz and the owners of this property in the future should not have risk

their safety every day when a reasonable option exists. This is especially true of mothers and/or au pairs coming and going with children.

As mentioned at our meeting and over the phone the best way to handle this application now is to grant the permit and let the neighbors appeal to the city council if necessary. We agree to not do any work in the right of way until that process is complete. Unfortunately we had to clear some brush for a surveyor, but that work is now done.

Moving forward I suggest the neighbors and I meet at your office following your review of the application. I am looking forward to your help convincing the neighbors that what we are requesting is reasonable and legal.

Thank you for the consideration and enjoy your vacation.

Sincerely,



Sam Sinnott

May 17, 2012

Samuel Sinnott
Sinnott & Co.
558A Santa Cruz Avenue
Menlo Park, CA 94025

Dear Mr. Sinnott,

My wife Pamela and I bought our house at 1825 Santa Cruz Avenue, Menlo Park, CA in 1984 from Ms. Susan Schaffer. At that time we were told that there was a permitted Right-of-Way from our back property line to Louise Street for the purpose of constructing a driveway entrance to the back of the property. A copy of this encroachment permit granted in 1984 is attached.

Ms. Schaffer had been planning to reverse the property entrance, making Louise Street the front entrance to the house, and closing off Santa Cruz Avenue as a back yard. To this end she had contracted with Moyer Associates Architects, 430 Sherman Avenue, Palo Alto, CA, to provide the drawings and sketched I provided to you last Tuesday. These included various ideas for modifying the existing house, turning the existing garage into living space, and building a new garage near the Louise Street entrance. These plans never came to fruition though because she was transferred by her employer to an out-of-state office. She also installed a double swing wood gate at the location shown on the permit.

As my wife and I did not want the expense of reversing the property we did not follow through with installing the asphalt driveway, though a dirt driveway was established, and we did utilize the gate as an alternative entry point to the property. Some of those uses are as follows:

- Because of overnight parking restrictions on Santa Cruz Avenue, we often had overnight guests park inside the back gate.
- Because the Santa Cruz Avenue centerline, in the early years we lived here, was considerably further east of its present position and created a potential hazard to parked cars, visitors often used the back gate for entry.
- Our gardener utilized this gate weekly in the first few years we lived here.
- We left one of our cars parked on the property inside the back gate when my wife and I went to England for a year (1989 & 1990).
- The rear entrance was utilized for delivering materials for the garden such as fertilizer and plants up until about the year 2000. Also two large fiberglass composting containers.

- My wife utilized the back gate to walk to one of our Louise Street neighbors, Maryann Brock, who attended our church and held bible studies at her home.
- We utilized the Louise Street entrance when we went walking most mornings for years, until my wife became less mobile in about 2003.

A very few years ago I noticed that the owners of 1024 Louise Street, the property adjoining our north-east back property line, had set an 8' x 20' cargo container on my right-of-way. I believe that this was the present owner Michael D. Hubly, but am not positive. I spoke with him, pointing out that he was blocking my entrance. He said that it was only temporary, and could he use it for a short time. I agreed to let him temporarily use the space. They later removed the container.

On May 8, 2010, my wife talked with Michael D. Hubly regarding improvements he had made on our right-of-way. He had placed gravel over the area and a wooden tire stop for parking, without notifying us. She informed him that because the gate posts had rotted and made the gate unusable, we were intending to have a contractor replace our Louise Street gate. They exchanged names and telephone numbers.

I think that covers all the main uses we have had for the Louise Street right-of-way without getting too picky. If you have any questions, or if I can be of further assistance, please don't hesitate to let me know.

Regards,



Darrel J. Tate

1825 Santa Cruz Avenue
Menlo Park, CA 94025

(650) 321-1982 (home)
(650) 208-3102 (cell)
Gatorworks1@aol.com



City of Menlo Park
Engineering Division
701 Laurel Street
Menlo Park, CA 94025
Telephone (650) 330-6740

PERMIT NO.: _____
Keep this permit at the work site at all times

Call 24 hours in advance of working in the public right of way AND for each inspection request.
Uninspected work will be rejected.

ENCROACHMENT PERMIT

- Major Encroachment
- Minor Encroachment
- Temporary Encroachment
- Debris or Container Box
- Other _____
- City-Mandated Repairs

ONE PERMIT PER ADDRESS

Sam@sinnottandco.com

Location of Work 1825 Santa Cruz		Applicant Represents <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> Owner		Applicant e-mail: _____ Applicant fax: (650) 325 0138	
Name of Applicant (person) Samuel Sinnott	Address 980 Rose Ave	City MP	State CA	Zip 94025	Telephone 650 325 5360
Name of Contractor Samuel Sinnott + Co	Address 558A Santa Cruz	City MP	State CA	Zip 94025	Telephone Samuel
California Construction License No. 510150	Menlo Park Business License No. 41540	Est. Start Date 6/15/12	Est. Complete Date 9/1/13		
Estimated Construction Cost (Estimate work in city R/W only. Do not include value of utility.) \$ 15,000	Bond or Deposit * \$ _____	Bond or Deposit provided by: <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Other (provide name, company, address)			

x 801

Description of work to be done:

replace existing access on Louise Street with new access. Existing access is blocked by neighbors parking. See attached letter.

- Applicant submits the following:
- 3 copies of sketch or plans
 - 3 copies of traffic control plans
 - Insurance certificate

PAID
JUN 14 2012
CITY OF MENLO PARK

Call Underground Service Alert (USA) at 1-800-227-2600 before you dig

GENERAL CONDITIONS OF PERMIT ATTACHED.

Signature below acknowledges that special working hours may apply – check the approved traffic control plan.

I hereby acknowledge that I have read this permit and the attached conditions, that the information given by me is correct, that I am the owner or the duly authorized agent of the owner, and that I agree to comply with the conditions and all applicable provisions of state laws, city ordinances, and the rules of any governmental agency involved.

Sam Sinnott

OWNER

6/13/12

Signature of Applicant
(Owner or authorized agent)

Title

Date

DO NOT WRITE BELOW THIS LINE -- CITY STAFF USE ONLY

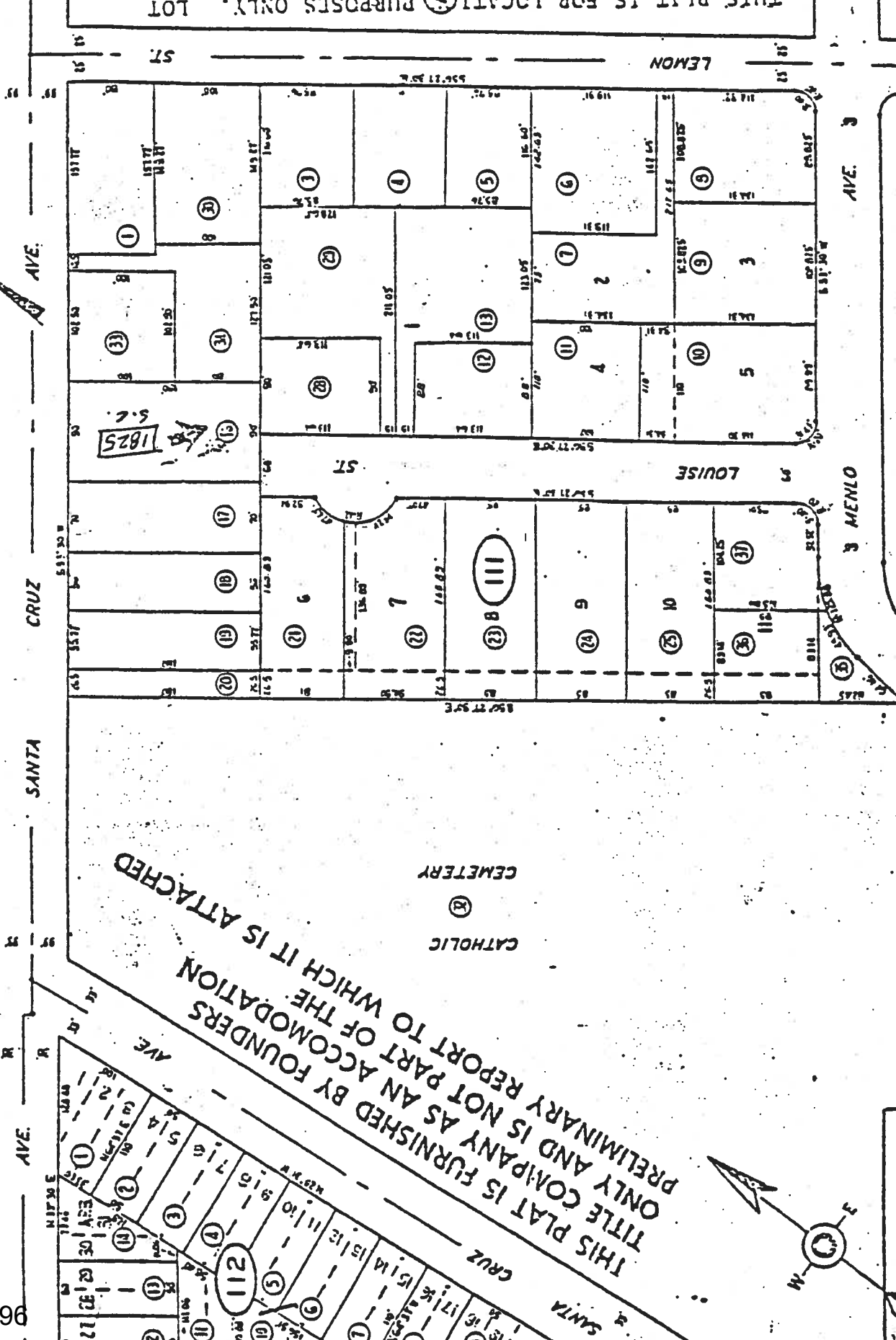
Approved by Engineering Division	Date	Permit expires	Fees (retained by City)	\$ 470
		Total Due to City	<input type="checkbox"/> Paid	\$

* Bond or deposit requests must originate from the bond/deposit provider. A copy of the original receipt must accompany the refund request. All deposits or bonds are subject to forfeiture to comply with City Codes and Ordinances.

TRACT

TAX CODE AREA

71-11



THIS PLAT IS FURNISHED BY FOUNDERS TITLE COMPANY AS AN ACCOMODATION ONLY AND IS NOT PART OF THE PRELIMINARY REPORT TO WHICH IT IS ATTACHED

THIS PLAT IS FOR LOCATION PURPOSES ONLY. LOT NUMBERS AND OTHER DATA SHOWN ARE FROM SAN MATEO COUNTY ASSESSOR'S RECORDS.

OAKDELL MANOR

NO. 3

12

3000

CRUZ AVE

SANTA AVE

LEMON ST

LOUISE ST

7 MENLO AVE

AVE

SANTA CRUZ AVE.

3300'

N. 33°30'00"E. 90.00'

Set 3/4" I.P.

Set 3/4" I.P.

180.00'

180.00'

APN

071-III-330

APN 071-III-170

APN 071-III-160

N. 56°30'00"W.

N. 56°30'00"W.

APN

071-III-340

45' Line from R.

Set 1"x stake on R.

Set 2"x stake on R.

Set 3/4" I.P.

WOODEN FENCE ON LINE

N. 33°30'00"E. 90.00'

Set by on Bldg.

LOUISE ST. (60' WIDE)

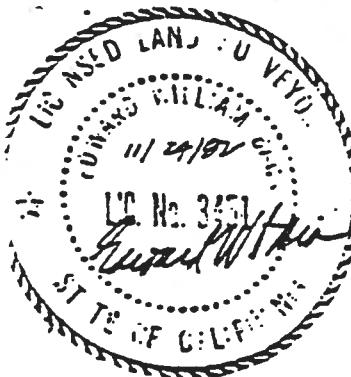
50.88

BELLE

ACRES

R.S.M. 21/21

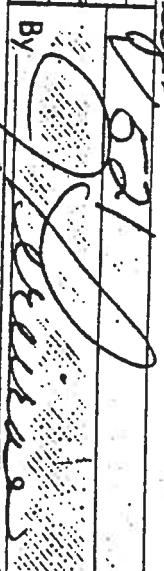
TRACT NO 506



<p>Survey Map of APN. 071-III-160. In the city of San Mateo County Menlo Park California</p>		DATE 11/23/81
		SCALE 1" = 30'
CLIENT: CAL LAND TITLE Co. - Escrow No 131329		SURVEY R. Yick
<p>EDWARD W. BACA LICENSED LAND SURVEYOR 830 WOODSIDE ROAD, SUITE 8, REDWOOD CITY, CA 94061. PHONE: 365-3333</p>		PLAT R. Yick
		JOB NO. 82-110

1984 Encroachment ^{YOUR} ~~costs~~
 Permit

1201
1785

RECEIPT		Date	4-17	1984	7265
Received From		Susan M. Schaffer			
Address		1825 Sartorius Rd City of Dallas, Texas			
For		Cost of Encroachment Permits			
AMOUNT OF ACCOUNT		HOW PAID			
AMT. PAID		CHECK			
BALANCE DUE		MONEY ORDER			
BY		 Susan M. Schaffer			

8K808 RECEIPT

ate Paid: 7-1-89
receipt #: 7265

REVOCABLE ENCROACHMENT PERMIT
City of Menlo Park

50.00

Permit is hereby granted to: SUSAN M. SCHAFFER

Address: 1825 SANTA CRUZ, MENLO PARK, CA 94025

hereinafter called the "permittee" to occupy and utilize the following described property or premises of the City of Menlo Park, hereinafter called the "City," to wit:

Address of Property: 1825 SANTA CRUZ, MENLO PARK, CA 94025

for the purpose of: Construction of ^{A.C.} driveway from Louise St.

From: Louise St. To: Property

This permit is granted subject to the following conditions:

1. This permit shall not become effective until payment of required fees and receipt by the City of a properly endorsed copy of this permit whereby permittee accepts the conditions contained herein.
2. This grant of permission does not constitute a deed or grant of an easement by the City, is not transferable or assignable, and is revocable at any time at the will of the City.
3. The use of said property by said permittee shall be limited solely to the purposes set forth by this permit and no structures of any kind, except those expressly permitted, shall be erected or placed thereon.
4. Neither the City, nor any Commission, Board or Officer thereof shall be held responsible or liable for damage to any property of the permittee installed or located on the properties covered by the permit from any cause whatsoever.
5. The permittee shall at all times keep the City's lands in good and sightly condition, so far as the same may be affected by the permittee's operations hereunder.
6. The permittee shall be responsible and liable for any and all damage to structures or property, or for injury or death to persons, due directly or indirectly to said permittee's occupation and use of the City's lands herein described, and shall promptly pay any just claim therefor and the permittee shall hold the City free and harmless from liens of every kind and nature, and from claims for damages of any kind whatsoever.
7. Additional conditions: Improvement Plan shall be to the approval

of the City Engineer
Building and Zoning requirements to be complied with.

CITY OF MENLO PARK
By: Loren Moran
Date: 4-3-89

PERMITTEE
By: Doreen Anderson
Title: District Representative
Date: 4.17.89
Phone: 328-7732

Please attach line drawing of location of debris box, etc. or use space below.

TRACT

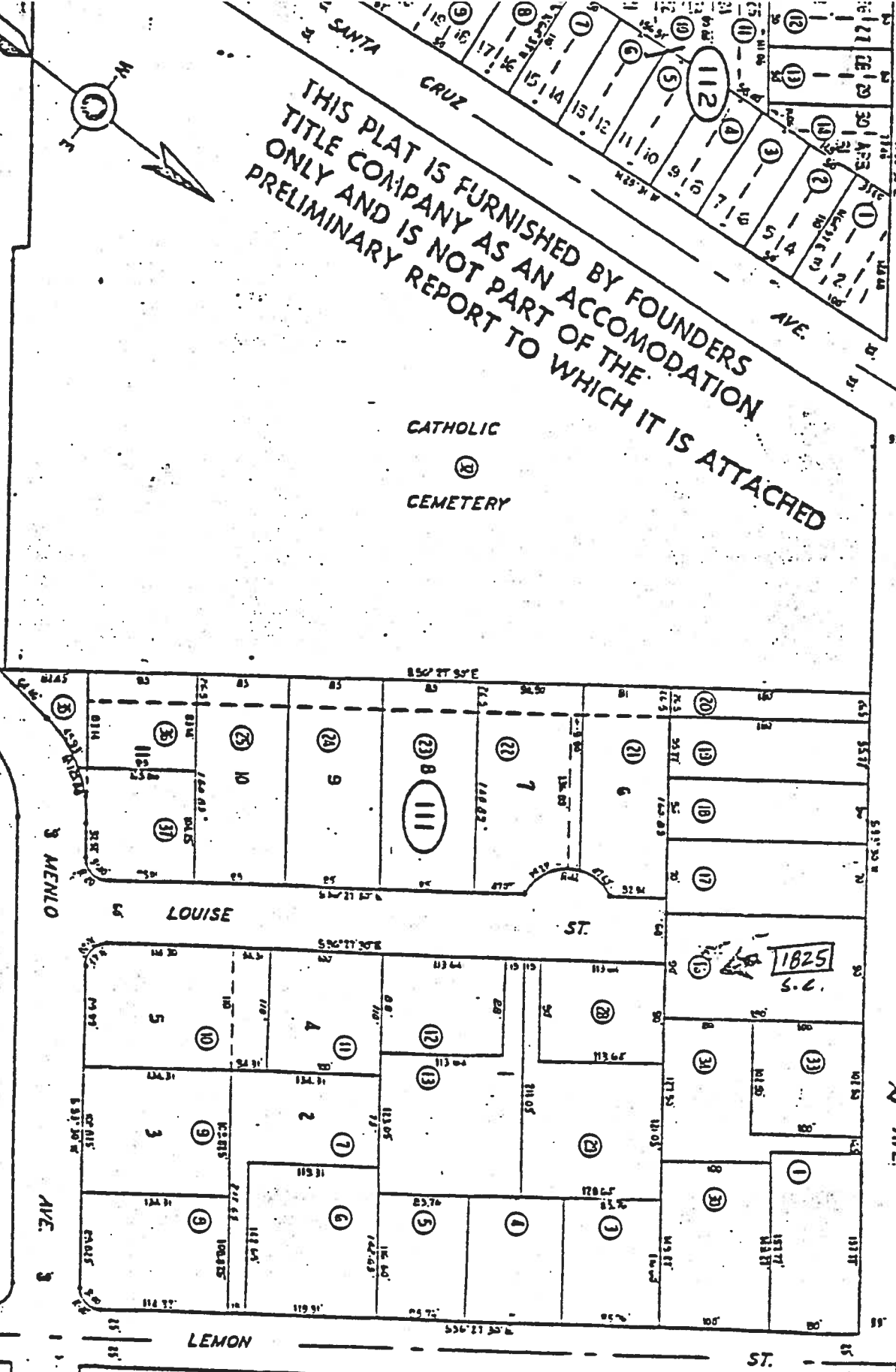
TAX CODE AREA

1

3000

71-11

AVE. SANTA CRUZ AVE. AVE. LEMON ST.



THIS PLAT IS FURNISHED BY FOUNDERS
 TITLE COMPANY AS AN ACCOMODATION
 ONLY AND IS NOT PART OF THE
 PRELIMINARY REPORT TO WHICH IT IS ATTACHED

CATHOLIC
 CEMETERY

CAKDELL MANOR

NO. 3

THIS PLAT IS FOR LOCATI^(N) PURPOSES ONLY. LOT
 NUMBERS AND OTHER DATA SHOWN ARE FROM SAN MATEO
 COUNTY ASSESSOR'S RECORDS.

SANTA CRUZ AVE.

3100'

N. 33° 30' 00" E. 90.00'

Set 3/4" L.P.

Set 3/4" L.P.

180.00'

180.00'

APN

071-III-330

APN 071-III-170

APN 071-III-160

N. 56° 30' 00" W.

N. 56° 30' 00" W.

APN

071-III-340

45' Line from R.

Set 1" x state of R.

Set 2" x 11"

45'

45'

Set 3/4" L.P.

WOODEN FENCE ON LINE

N. 33° 30' 00" E. 90.00'

Set by of Bldg.

LOUISE ST. (60' WIDE)

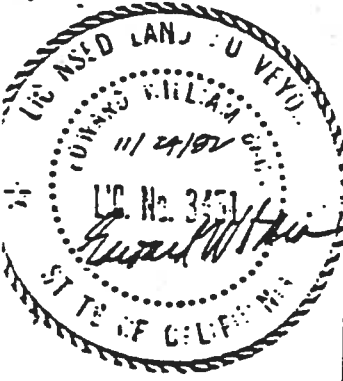
50.88

BELLE

ACRES

R.S.M. 21/21

TRACT NR 506



Survey Map
 of APN. 071-III-160. In the city of
 San Mateo County Menlo Park California

CLIENT: CAL LAND TITLE Co. - ESCROW NO 131329

EDWARD W. BACA
 LICENSED LAND SURVEYOR
 830 WOODSIDE ROAD, SUITE 8, REDWOOD CITY, CA 94061.
 PHONE: 365-3333

DATE	11/23/82
SCALE	1" = 30'
SURVEY	R. Yick
PLAT	R. Yick
JOB NO	82-110

SANTA CRUZ AVE

1825 SANTA CRUZ

APN 071-111-160

180'-0"

90'-0"

39.12'

20.88'

14.12'

15'-0"

16'

50'-83"

15'-0"

TREE

2" A.C.
m 4" C.I.Z
Agg. Base

12'-0"

LOUISE STREET

60'-0"

SCALE: 1" = 30'

FEBRUARY 3, 1984

FEB 3 1984

MR. LAUREN E. MERCER
DIRECTOR OF PUBLIC WORKS
CIVIC CENTER
MENLO PARK, CA 94025

DEAR MR. MERCER:

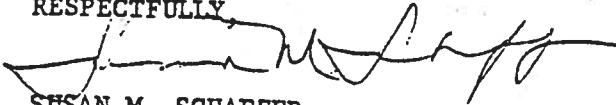
I OWN AND OCCUPY THE PROPERTY AT 1825 SANTA CRUZ. MY LOT HAS FRONTAGE ON SANTA CRUZ AVENUE AND LOUISE STREET.

DUE TO HEAVY TRAFFIC ON SANTA CRUZ THAT IMPEDES VEHICULAR ENTRANCE AND EXIT FROM MY DRIVEWAY, I AM REQUESTING PERMISSION TO BUILD AN ASPHALT PAVED DRIVEWAY FROM LOUISE STREET TO MY PROPERTY LINE.

ENCLOSED IS A PLAT MAP, A SURVEY MAY, A SKETCH SHOWING THE LOCATION OF THE PROPOSED DRIVEWAY, AND THE ENCROACHMENT PERMIT.

IF YOU REQUIRE ADDITIONAL INFORMATION FOR THIS APPLICATION, PLEASE ADVISE.

RESPECTFULLY,



SUSAN M. SCHAFFER

4/30/12

To: Michael Hubly
Subject: RE: 1825 Santa Cruz Ave
Attachments: 1205 - SITE PLAN-Layout1.pdf

Thanks for contacting me so quickly Michael.

Yes, I read your profile – we are all so publically visible now – and noticed you are in real estate development.

A first pass at an access design is attached. As you know Louise goes all the way to the fence of 1825 Santa Cruz.

Let me emphasize that this is a first pass. It can be modified and expanded to work better with the rest of your yard and even be coordinated with what we are planning. If the two yards and driveways were master planned together into poetic whole it might really be a win for all concerned. Your input on the house design will also be welcomed when we have something to show.

Naturally you have less to gain than we do, so there must be something in it for you.

Aside from improving the end of the street and making all the improvements legal (including the on street overnight parking) we may also put in a fire hydrant. I didn't see one for the entire 550' length of Louise. May have missed it though.

I hope we can work something out. At this point the lot is conforming and the access can be made without any public hearings, but working with the neighbors, especially ones as close as you, is the only way to build a house that benefits everyone.

Let me know what you think.

Sam Sinnott

sinnott&co.
architecture & construction

558A Santa Cruz Avenue
Menlo Park, California 94025
(650) 325-5560 x 801
(650) 325-0138 (fax)
sam@sinnottandco.com
<http://www.sinnottandco.com>

From: Michael Hubly [mailto:mhubly@msn.com]
Sent: Monday, April 30, 2012 3:24 PM
To: sam@sinnottandco.com
Subject: 1825 Santa Cruz Ave

Hi Sam,

I reside at 1024 Louise Street, and I am in receipt of your April 28 letter regarding 1825 Santa Cruz Avenue. I am happy to meet with you and discuss your proposed project. I would prefer to first review any documents you can provide. Can you send them to me electronically (at this email address) or in hard copy (to 1024 Louise St)?

Coincidentally, I also work in the real estate business. I have developed a number of residential communities and built over 100 homes, and I have a lot of experience working with consultants and attorneys on design and entitlement issues – so I suspect that we can have an effective discussion. However, in an effort to be up front with you and offer you the opportunity to properly utilize any contingency period you may have, I need to disclose that I may not be supportive of your project if it involves obtaining access to Louise Street. I have not spoken with my neighbors yet, so I can't comment on how they may react.

I appreciate your willingness to go about this in the right way.

Regards,

Michael Hubly
mhubly@msn.com

5/7/12

To: 'Michael Hubly'
Subject: RE: Other ideas for the driveway design on Louise

Hello again Michael,

Just wanted to reemphasize that what we staked out is not absolute. There are other design options that might be better for you.

Is there any time that is acceptable to meet and go over them? I also want to talk to you about other ideas I have to improve the street.

The only day that does not work for me is Wednesday.

Thanks again for considering this.

Sam Sinnott
sinnott&co.
architecture & construction

558A Santa Cruz Avenue
Menlo Park, California 94025
(650) 325-5560 x 801
(650) 325-0138 (fax)
sam@sinnottandco.com
<http://www.sinnottandco.com>

From: Samuel Sinnott [mailto:sam@sinnottandco.com]
Sent: Saturday, May 05, 2012 1:52 PM
To: 'Michael Hubly'
Subject: Other ideas for the driveway design on Louise

Hi Michael,

I had another idea for the design that you may like. Rather than merging the landscaping of the street and our yard with yours to make the area look integrated and large, we could put up a decorative fence between your parking places and our driveway to give you more privacy.

The City doesn't typically like structures in the right of way but so far they are interested in doing this so it impacts you the least. The fence would probably be about 18" towards your garage from what I staked out as the edge of the driveway.

It means moving the parking a foot or so toward your garage for the fence to have a planting area and clearance on both sides, but I'm sure it can be designed gracefully without feeling crowded. Don't forget we are willing to change the pavers on your driveway too if you want.

Thanks again for dealing with this subject. Hope to hear from you Monday.

Sam Sinnott

sinnott&co 

architecture & construction

558A Santa Cruz Avenue

Menlo Park, California 94025

(650) 325-5560 x 801

(650) 325-0138 (fax)

sam@sinnottandco.com

<http://www.sinnottandco.com>

To: 'Michael Hubly'
Subject: Driveway to 1825 Santa Cruz

5/8/12

Hi again Mike,

Since I have not heard from you I assume you no longer want to discuss the configuration of our driveway access.

If you would like to discuss it let me know. If I don't hear from you I will remove the blue flags in your parking area and on the property line between you and the right of way.

I will have to leave the driveway stakes in for other neighbors to view.

Even without your input I will try to replace your parking spaces in the right of way as part of the permit and do my best to integrate the landscape details.

Sam Sinnott

sinnott&co.
architecture & construction

558A Santa Cruz Avenue
Menlo Park, California 94025
(650) 325-5560 x 801
(650) 325-0138 (fax)
sam@sinnottandco.com
<http://www.sinnottandco.com>

From: Sam Sinnott [sam@sinnottandco.com]
Sent: Sunday, May 27, 2012 9:14 AM
To: sam@sinnottandco.com
Subject: Fwd: Santa Cruz Ave/Louise Street

Sam Sinnott -
Sent from my iPhone

Begin forwarded message:

From: Sam Sinnott <sam@sinnottandco.com>
Date: May 27, 2012 8:55:19 AM PDT
To: Craig Albright <albright.craig@gmail.com>
Subject: Re: Santa Cruz Ave/Louise Street

Thank you for contacting me Mr. Albright. I have contacted the neighbor most effected, Michael Hubly, marked the driveway location, and offered to make improvements on the street. I took title to the property 6 days ago and have been working with the neighborhood for over 6 weeks.

My property has a long history of access to Louise that predates your time there.

I appreciate that another family on the street will have a minor, almost negligible impact on traffic and am willing to find a way to mitigate it.

If you would like to come into my office to discuss it, I am available anytime.

However I don't consider the minor impact this may have on your life to trump the life safety concerns of the family moving to this property attempting to dodge cars on Santa Cruz Avenue.

Your legal threat without knowing the facts is telling.

Sam Sinnott -
Sent from my iPhone

On May 26, 2012, at 10:58 AM, Craig Albright <albright.craig@gmail.com> wrote:

Mr. Sinnott, I have been a resident of Menlo Park for 20 years and a resident living on Louise Street for the past 10. I was recently informed of your plans to develop a property on Santa Cruz Avenue, and of your plans to create a driveway from the home on Santa Cruz connecting to Louise Street.

I have been also been informed of your plans to pursue this even in the face of neighborhood opposition. I find the fact that you have not even contacted the neighbors who live on Louise Street to discuss this very remarkable. My wife and I have raised our 4 kids at our current residence at 1020 Louise, which is one house removed from the properties immediately adjacent to the driveway you have in mind. To say that the development would undermine the quality of life

on Louise street as well as depress property values is an understatement.

Since you have not reached out to me, I do not understand what logic you may have that justifies your actions. Seeking an entitlement by exception, however, to a property that enriches its value at the expense of others is not something that you will find the neighbors support.

I understand you are familiar with the City's approval process, so surely you must know that the City will not ignore universal and galvanized opposition from immediate neighbors, nor ignore our legal rights, or the 70 year history of the neighborhood as part of Menlo Park. Please be aware that I will oppose this matter in any city process if you seek approval, and will personally bring a legal action to stop it if necessary.

If you decide to go forward with the development of the Santa Cruz property, it is my belief you would in fact accomplish your economic objectives in a more timely and less confrontational manner, and generally would be far better served, if you seek to increase the property's value through creative design, efficient construction and some other means of buffering the negative impact of Santa Cruz Avenue.

Sincerely,

Craig Albright

KIRAN KAPANY
California State Bar #122912
LAW OFFICE OF KIRAN KAPANY
887 Oak Grove Avenue
Suite 201
Menlo Park, California 94025
(650) 617-0550

facsimile (650) 617-0556

June 8, 2012

Darrel and Pamela Tate
1825 Santa Cruz Avenue
Menlo Park, California 94025

Mr. and Mrs. Tate, and Mr. Sinnott,

I am an attorney, based in Menlo Park. My family of two girls, my husband and I have lived on Louise Street since June 1994. We bought this property specifically because it was a cul-de-sac and a wonderful place to raise our young children, as did most of our neighbors. The only neighbors who did not buy their property for this reason actually grew up on Louise Street as children and inherited their homes.

I am writing on behalf of all the residents on Louise Street, per their request.

All the residents on Louise Street are aware of the sale of the house to Mr. Sinnott. And we are all aware of the plans that he has to infringe on our street without our permission, without a word, decreasing the value of each and every property on our street.

In fact we were outraged to hear that you and/or Mr. Sinnott had removed some foliage at the end of the street on Tuesday June 5, 2012 without any approvals or permits. Any such work absolutely requires the owner to be granted an encroachment permit, which you apparently do not have. If Mr. Sinnott does not yet own the property at 1825 Santa Cruz - which he did not when I last checked - this act is simply vandalism.

Our neighbor took some photos of the public right of way area where the work was done on Tuesday. It appears many shrubs and trees (each with a trunk diameter of more than an inch) were removed along with the ivy along the fence. We have reported the infringement to the appropriate authorities.

This morning around 10 AM, you - Mr. Tate - came over to Louise Street to inspect the work that was done on Tuesday. During a brief discussion, you mentioned that you had a permit for use of the right of way at the end of Louise Street and referred to the area as "my property". When asked if you could produce a copy of the permit, you indicated you had turned over all his relevant paperwork to Mr. Sinnott.

Darrel and Pamela Tate
Mr. Sinnott
June 8, 2012

I would like to remind you that the area is NOT your property but belongs to the City, and that the permit to which you refer was actually taken out by the previous owner in 1984. It is non-transferable, non-assignable, and in any event expires after 90 days if not acted upon.

If Mr. Sinnott ordered the work and you are still the owner, Mr. Sinnott had no legal standing whatsoever to touch that vegetation without a permit and without being even an owner of your property.

We are all hereby putting you on notice that you have a tremendous amount of opposition to anything you do on our street. Your unilateral and arrogant encroachment and assumption of some god given right to do whatsoever you want on our street will be stopped.

We are also putting you on notice that you are not permitted to do any work on our street without getting every Louise Street property owner's approval in writing first.

I would also like to inform you that if we have to hire an attorney to represent all of us, we will request that all fees and costs be incurred by you.

Very Truly Yours,

Kiran Kapany
LAW OFFICE OF KIRAN KAPANY

8/12/12

Samuel Sinnott

To: Kiki Kapany
Cc: Marta Nichols; John C.F. and Mary Ann Brock; Craig Albright; Susannah Albright; Lauren Barbieri; Bradley Taylor; Suzanne Taylor; Michael Schwarz; Louise DeDera; Carolyn Dorsch; Michael Yantos; Mary Ann Brock; Michael Hubly; louisestmenlo@yahoo.com; Edward J. Comer; Lynn Comer; Scott Hoffman; Fambrini, Liz A
Subject: RE: Louise Street discussion and next steps

Thanks for again getting back to me Kiran.

Yes, please give me some times and we can meet here at my office near the train station.

The reason for the pruning was the survey. My apologies for suggesting the area at the end of the street was not maintained. Mr. Hubly does manicure his parking in the right of way, but the rest must have been maintained in a wild, natural style attempting to recreate the feel of overgrowth. Sorry we confused it with the real thing. I am happy to replace the little plum tree and any other important plants as part of our landscape plan. You mentioned the plum's base diameter was a little over 1".

As you can see our existing driveway gates are still there. The property has always had a connection to Louise. That is why the ROW runs into the property. The parking area for the driveway is also still there on our property.

Unfortunately the unpermitted overnight parking in the right of way Michael Hubly is using was installed over the old driveway. Again, unpermitted. This violation would never have been allowed if the proper permit process had been pursued.

As mentioned the Tates regularly used the rear driveway and have that use documented. Unfortunately, as they became less ambulatory the use tapered off until the driveway was illegally blocked.

You seem to have a tremendous respect for the law and due process. The most serious violations of the municipal code are not the removal of the foliage but paving and excavating in the right of way. Any driveway connections require an encroachment permit. That applies to all the neighbors. Are any of their connections permitted? If not was it due to ignorance of the law? Was your connection permitted?

Moving forward the most constructive use of our time will be to identify the *actual* negative impacts the neighborhood will realize as a result of moving and enlarging our driveway and mitigating those impacts.

Those include construction traffic, the loss of the oleander bush, the difference between the car trips from the new home and the existing home (because the new home is larger). You may also get more children playing on the street and the associated noise.

Your property values will probably be increased by the new home rather than reduced.

To mitigate some of these impacts I suggest we perform most of the construction work from the Santa Cruz side. I also agree to re-landscape the end of the street and **maintain it in the future** in a plan that is agreeable, screening the new house as much as possible. That plan includes space for the Hubly/Nichols to park their cars in the right of way should it be permitted.

I can't think of any way to mitigate the few trips the new family may take going to and from their home because the negative impact is so minimal. We could provide parking for service vehicles on Santa Cruz though. Is the neighborhood seriously saying that this family should fight getting in and out of their property on Santa Cruz rather than use their historical connection on Louise? Do the neighbors really want mothers and au pairs with children backing out into the bumper to bumper traffic to save half a dozen trips a day down your street – which has essentially no traffic?

Can't think of a mitigation for the children's noise. However, if we build a two story home it will block more of the Santa Cruz noise than what is currently blocked.

No reasonable mitigation will be dismissed so please think of some.

Thanks again for your concern and energy.

Your good neighbor,

Sam Sinnott

sinnott&co 

architecture & construction

558A Santa Cruz Avenue
Menlo Park, California 94025
(650) 325-5560 x 801
(650) 325-0138 (fax)
sam@sinnottandco.com
<http://www.sinnottandco.com>

From: Kiki Kapany [mailto:kiki@kikim.com]

Sent: Tuesday, June 12, 2012 4:03 PM

To: Samuel Sinnott

Cc: Marta Nichols; John C.F. and Mary Ann Brock; Craig Albright; Susannah Albright; Lauren Barbieri; Bradley Taylor; Suzanne Taylor; Michael Schwarz; Louise DeDera; Carolyn Dorsch; Michael Yantos; Mary Ann Brock; Michael Hubly; louisestmenlo@yahoo.com; Edward J. Comer; Lynn Comer; Scott Hoffman; Fambrini, Liz A

Subject: Re: Louise Street discussion and next steps

Dear Mr. Sinnott,

Thank you for getting back to me. The Louise Street residents met this morning for a couple of hours. We would all like to meet with you in order to find out more about what you are trying to do to the integrity of our street and to determine your sincerity in seeking to mitigate any negative impacts to our street. I will find a convenient date and time for everyone to meet next week and get back to you with a couple options.

I am rather confused by your statement that you want your house to "return" to the Louise Street neighborhood. It has always been a Santa Cruz Avenue property, not a Louise Street property. What is your basis for talking about "returning" it to the Louise Street neighborhood?

Also, I wanted to point out to you that the surveyor you hired indicated to the Hubly/Nichols that he did NOT in fact need to remove the shrubs and trees in order to do his work. Apparently it was done at the direction of your colleague, Mr. Jim Sagorac, even over objections by the neighbors. In fact, your hires cut down a plum tree from which fruit has been picked over the years by the residents and their children. For the record, Mr. Sinnott, the growth at the end of the street has been maintained just fine as far as we are all concerned until you destroyed it - over the objection of our residents.

Last, I just want to be clear that I am not representing the residents of our street in any action. I am only informing you - like all the other residents - of our uniform opposition to your proposal to put a driveway for your residence at 1825 Santa Cruz Avenue on our street.

I will get back to you shortly with some proposed meeting times.

Sincerely,
Kiran Kapany

--

Kiran Kiki Kapany
California State Bar #122912

Chief Executive Officer
KIKIM Media
887 Oak Grove Avenue, Suite 201
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"Be daring, be different, be impractical, be anything that will assert integrity of purpose and imaginative vision against the play-it-safers, the creatures of the commonplace, the slaves of the ordinary."
-- Sir Cecil Beaton

On Jun 9, 2012, at 10:37 AM, Samuel Sinnott wrote:

Thank you for communicating with me Kiran.

I am happy to meet with you anytime to discuss our plans for the property.

We certainly want to mitigate any negative impacts relocating our driveway to Louise will have on your street. We want our house to return to the Louise Street neighborhood in a positive way.

Apologies for the shrubs removed in the right of way, but our surveyor could not locate/view the property lines for our house because of the overgrowth. We really just wanted to clear the overgrowth off our fence. Unfortunately the growth at the end of the street has not been maintained. In the future we hope to maintain it for the neighborhood.

I have been in regular communication with the public works department regarding encroachment permit requirements and do not believe what we did required a permit. However we will be more careful in the future.

Your new neighbor,

Sam Sinnott

<image003.jpg>

558A Santa Cruz Avenue
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(650) 325-5560 x 801
(650) 325-0138 (fax)
sam@sinnottandco.com
<http://www.sinnottandco.com>

From: Kiki Kapany [<mailto:kiki@kikim.com>]

Sent: Friday, June 08, 2012 3:53 PM

To: sam@sinnottandco.com

Cc: John and MaryAnn Brock; salbright@gmail.com; John and MaryAnn Brock; louisestmenlo@yahoo.com; Marta Nichols; Suzanne Taylor; Carolyn Dorsch

Subject: Correspondence dated June 8, 2012 - from Louise Street property owner(s).

**LOUISE STREET EXHIBITS FOR CITY COUNCIL
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Exhibit 1

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Exhibit 2

Plat map of Louise St neighborhood, part of the Belle Acres Subdivision of 1936

Exhibit 3

Color photos of Louise Street in June 2012 (before developer clearances), location of proposed driveway as seen from Louise Street, and ariel photo from 1956 showing vegetative buffer at end of Louise Street

Exhibit 4

Neighbors testimony regarding historic access between Santa Cruz and Louise Street

Exhibit 5

Abandonment request including intro letter and engineering drawings, dated 9/11/12

Exhibit 6

Notice of building permit application, showing site map, elevations and driveway of proposed redevelopment at 1825 Santa Cruz, submitted 1/7/13

Exhibit 7

Two planning department emails denying requests for frontage change for 1825 Santa Cruz Ave., dated 5/8/12 and 1/15/13

Exhibit 8

Two Real Estate advertisements for redeveloped property with 100 Louise St address (dated 12/2/12) and 1100 Louise Street (dated 2/20/13)

Exhibit 9

Drawing illustrating overlap between proposed driveway for 1825 Santa Cruz Ave. and existing permitted driveway for 1024 Louise Street.

10 Point Summary regarding Louise Street Abandonment Request and 1825 Santa Cruz Driveway Encroachment Request

- 1) There is no reason why 1825 Santa Cruz Avenue needs a driveway on Louise Street. It is clear that the property has always had a driveway on Santa Cruz Avenue and that it can continue to do so.
- 2) If there is a concern about safe access onto Santa Cruz Avenue, this can be addressed by designing a proper driveway to Santa Cruz Avenue. There are at least a dozen examples of this along Santa Cruz Avenue within close proximity to this property. While this alternative may not exist for all property owners on Santa Cruz Avenue, it is an easy option for this property given the generous lot size (16,200 sf) and the desire to build a new house in a different location on the parcel.
- 3) In essence, the developer seeks to take a property on Santa Cruz Avenue and turn it into a property on Louise Street. The proposed project has led to two requests to the Planning Department to consider frontage and address changes. In both instances, the Planning Department has ruled that this will **not** be permitted. The Planning Department's determination cited the following reasons:
 - The subject parcel has historically been used with Santa Cruz Avenue as the front lot line
 - The adjacent side parcels likewise are oriented toward Santa Cruz Avenue
 - The subject parcel was not part of the subdivision that created Louise Street (Belle Acres, 1936)
 - The Santa Cruz Avenue frontage represents the full width of the parcel (90', above the 80' minimum R-1-S lot width), while the Louise Street frontage is less than half that (~39', below the 80' minimum R-1-S lot width)
- 4) There is no precedent for granting an encroachment permit for this type of situation. As it relates to driveways, the encroachment permit process is designed to allow property owners to connect driveways to the streets which directly adjoin their property. In some cases, properties that are located on corner lots or extend the full distance between two streets have the option of choosing where to locate their driveways. In the case of 1825 Santa Cruz Avenue, connecting a driveway to Louise Street would require that the driveway extend beyond the boundary of the parcel for fifty-five feet (55') and cross another driveway before reaching the nearest point of the road surface on Louise Street, and this is unprecedented.
- 5) The excess right-of-way at the end of Louise Street was created as part of the Belle Acres subdivision in 1936. By comparison, 1825 Santa Cruz Avenue was part of the Martin Tract and has always been separate from Belle Acres. Residents recall Major Reese (who developed Belle Acres) visiting the area in the 1960s to inspect the trees planted at the end of Louise Street. This green space and the existing Louise Street cul-de-sac are the defining features of the Louise Street neighborhood and this portion of Belle Acres. The Louise Street properties and the Santa Cruz Avenue properties have always been formally, practically, and visually separate from each other and the proposed driveway would undermine each of these characteristics.
- 6) The proposed driveway threatens the long-standing use of the cul-de-sac and excess right-of-way as a play area for children. Because it would fully cross the 1024 Louise

Street driveway it would even deprive the two young children who live there (ages 3 and 6) of the opportunity to play safely in their own driveway.

- 7) The residents of Louise Street are unanimous in their opposition to the proposed driveway. They substantially outnumber and outweigh the interests of a single developer who has very clearly indicated that he will not live on the property. They have come together to support an abandonment application submitted by the two property owners whose properties both front on Louise Street and adjoin the excess right-of-way (1017 Louise and 1024 Louise). The residents of Louise Street see abandonment as the solution which best reflects the historical creation, intent, and use of this property. Many have made financial contributions to the engineering and application costs for the abandonment request. The City's interest in this property is limited to a stormwater pump located there, and the necessary easements will be provided to ensure that the City and the utility providers can continue to access, maintain, and operate that equipment.
- 8) The most recent owner of 1825 Santa Cruz Avenue, who sold the property to the developer, has raised questions about the history of his former property. At various points he has referred to a gate at the rear of the property, suggested that a car periodically drove through the gate, and produced a copy of an expired 1984 driveway permit which was never acted upon. The developer has indicated his desire to "return the property to Louise Street". Through substantial research and discussions with over 20 people who have knowledge of the neighborhood going back over 50 years, it has become clear that there was never a driveway or vehicular access from Louise Street to 1825 Santa Cruz Avenue. There was some prior pedestrian access, and on occasion wheelbarrows of topsoil and other materials were brought in through the rear gate. Many representatives of the City have visited this area and seen firsthand that it does not look like there is or ever was a driveway there. With respect to the supposed 1984 permit, we spoke with the person who owned 1825 Santa Cruz Avenue at that time and she did not remember ever requesting the permit. When told the name of the applicant for the 1984 permit, she indicated that she didn't even know who that person was.
- 9) The residents of Louise Street are not opposed to the developer's right to develop his property and build a new house at 1825 Santa Cruz Avenue. In an effort to avoid legal action and enable the developer to proceed with his project and with the benefit of their support, the residents have suggested that the owner of 1825 Santa Cruz Avenue be granted a pedestrian easement to Louise Street as part of the abandonment. This would tie to the aforementioned history of the rear of the 1825 Santa Cruz Avenue property. It would reflect the current usage of the adjacent property at 1833 Santa Cruz Avenue, where a rear pedestrian gate enables young children to walk to school and otherwise safely enter and play in the Louise Street cul-de-sac.
- 10) The developer seeks a driveway to Louise Street to increase the value of his property. The value in having a home on a cul-de-sac is a function of having access to a street where people – particularly young children – can more safely walk and play because there is reduced traffic. The provision of pedestrian access from 1825 Santa Cruz Avenue to Louise Street would address that desire and provide substantial value to 1825 Santa Cruz Avenue. There is no need to also provide vehicular access from 1825 Santa Cruz Avenue to Louise Street because the property already enjoys vehicular access to Santa Cruz Avenue.

71-11

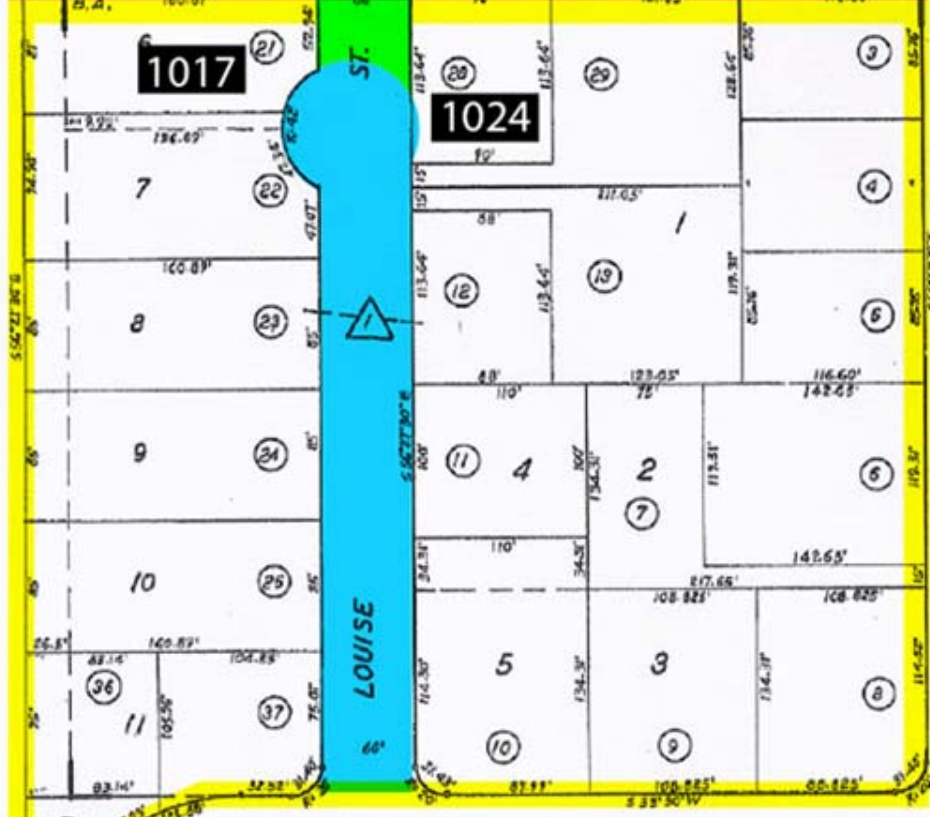
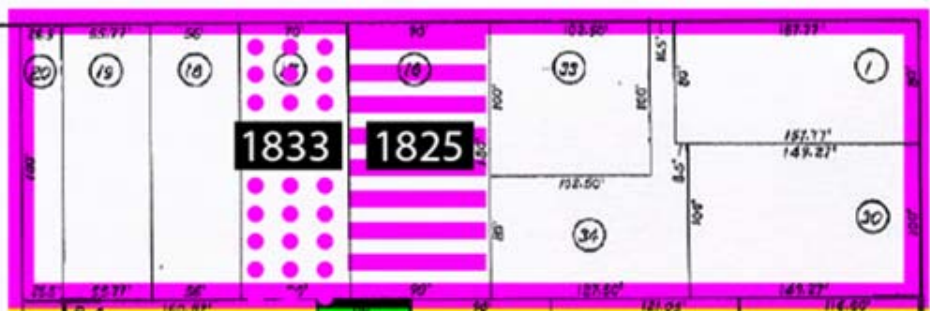
ORANGE AVE.

SANTA CRUZ AVE.

AVE. 66'



1



CATHOLIC CEMETERY

III

(MENLO)

AVE. 68'

ST. 50'

LEMON ST. 50'

1 BELLE ACRES RSM 21/21

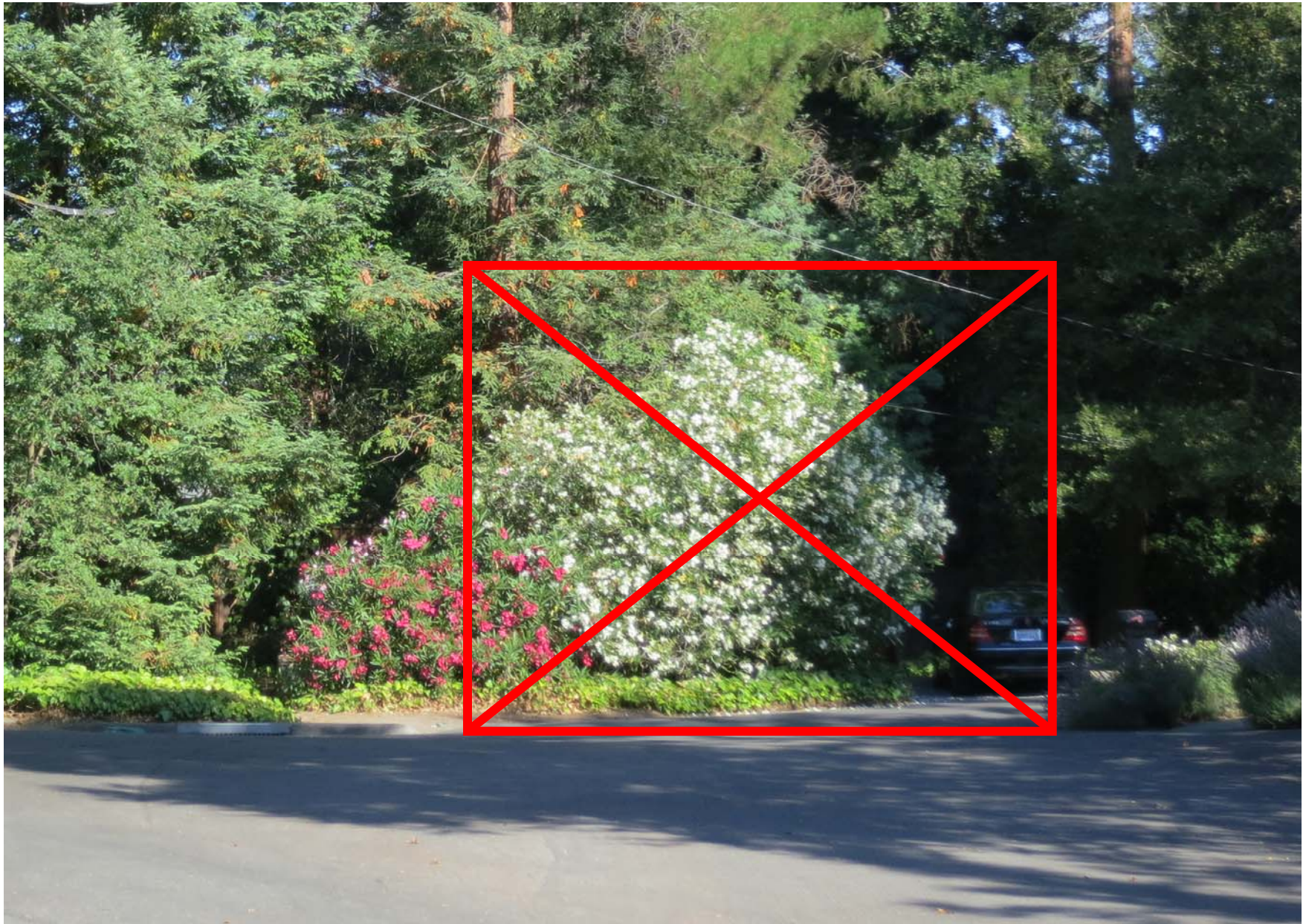
2 UNIVERSITY ADDITION RSM 2/70

120

12



View of end of Louise Street, prior to initial clearing by developer



Proposed removal, view of end of Louise Street



Foliage in excess right-of-way at end of Louise Street, prior to initial clearing by developer



Location of proposed driveway as seen from Louise Street



Proposed removal from Louise Street green space



View towards fence at rear of 1825 Santa Cruz, with stakes showing proposed driveway location



Proposed driveway would need to cross over existing permitted driveway to 1024 Louise Street



1956 aerial photo showing vegetative buffer at end of Louise Street



1825 Santa Cruz: existing driveway with 90' frontage on Santa Cruz Avenue



1825 Santa Cruz: rear yard shows no signs of prior driveway (view 1)



1825 Santa Cruz: rear yard shows no signs of prior driveway (view 2)



1825 Santa Cruz: rear yard shows no signs of prior driveway (view 3)



Examples of driveways on Santa Cruz Ave which provide turnarounds and safe access and egress

**ACCESS BETWEEN 1825 SANTA CRUZ AND LOUISE ST.
Based on testimony of residents from 1948 to the present**

Summary

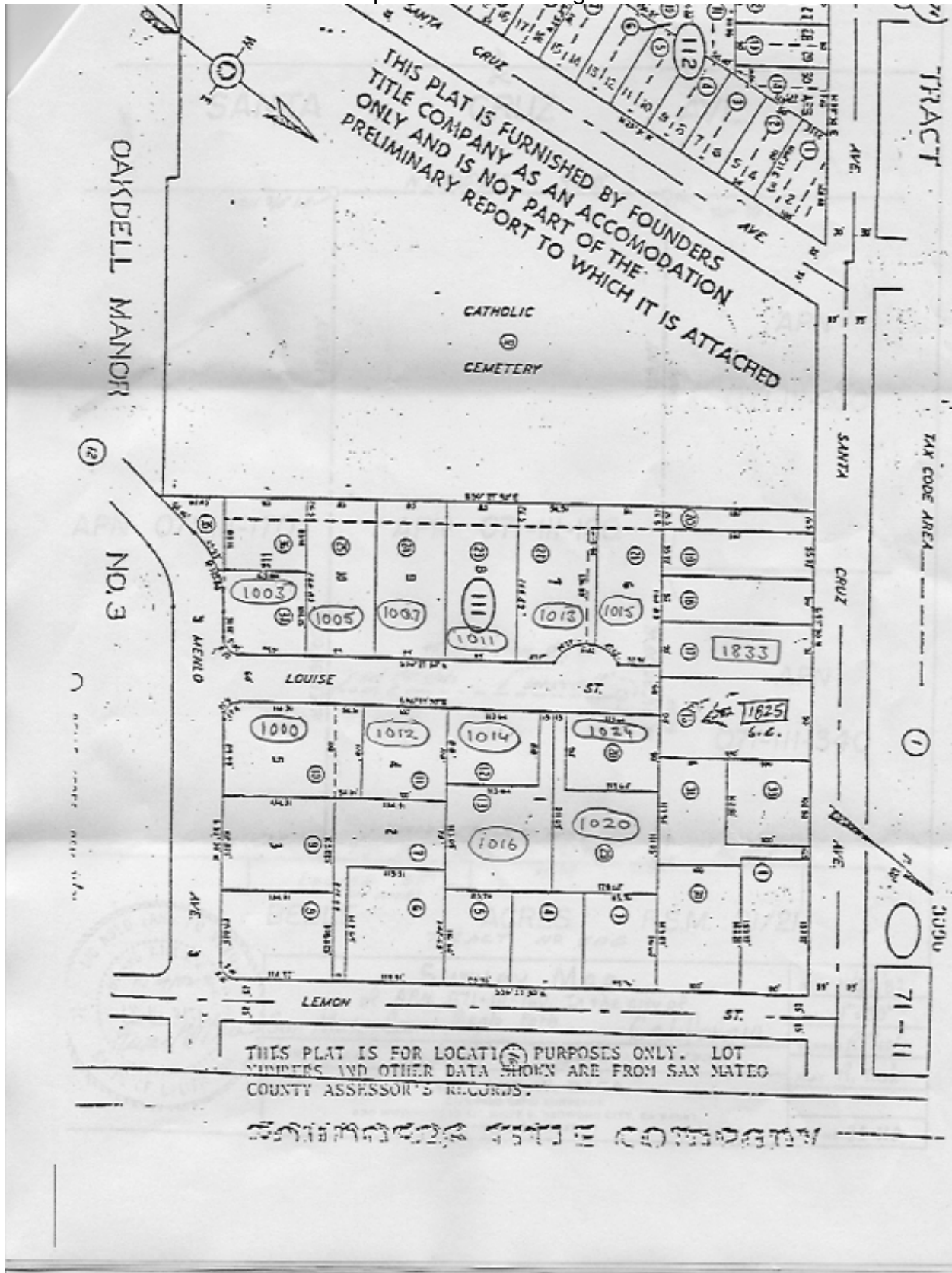
When the Louise St. tract was developed in 1936 as the Belle Acres subdivision it was County land and separated by a fence from the properties fronting on Santa Cruz Avenue, which were already part of the City of Menlo Park. The Louise St. cul-de-sac was designed in an unusual way, with eventually six properties on either side of the street. Instead of the usual bulb at the end of the cul-de-sac the county set aside a block of vacant land measuring roughly 60 ft wide by 50 ft deep as a buffer zone. There was no provision in the plan for driveways to access the adjoining Santa Cruz properties (now No. 1825 and 1833) and the vacant land was planted with trees, but otherwise left untended by the County. In the early 1980's the City of Menlo Park annexed the Belle Acres Tract, and improved Louise St. The publicly owned 50 x 60 ft buffer zone has remained wild and untended by the City.

By the late 1940's most of the original houses on Louise St. had been built. There was some socializing between the owners of the houses at the end of Louise St and the two adjoining houses on Santa Cruz Ave., and a pedestrian gate was put in behind 1833 and a nine foot double gate behind 1825 Santa Cruz. Children from both neighborhoods used them to play in the vacant county land at the end of the Louise St. cul-de-sac, and garden supplies were very occasionally taken through to No. 1825. At no time was there regular vehicular usage of this gate, no driveway improvements, nor any evidence of even rutted tracks.

By the early 1970's access across the vacant land and contact between Louise St and Santa Cruz neighbors appears to have ceased, and both gates became overgrown with ivy and seldom if ever used. The last observation of pedestrian access from 1825 Santa Cruz was over 15 years ago. By 2002 the Goldsmiths who had bought 1024 Louise St, which adjoins 1825 Santa Cruz, were totally unaware that a gate even existed under the ivy that covered the length of the fence. As recently as May 2012 when Mr. Sinnott purchased the property, I investigated the status of the gate and was able to find only one of the double gates, partially collapsed, padlocked and covered with ivy stems over 1" in diameter. When Mr. Sinnott cleared the ivy off the fence the second of the double gates was revealed, rotted out and effectively unusable.

In short, there has never been regular vehicle access between the Santa Cruz Ave. properties and the end of the Louise St cul-de-sac. For the past 40 years (1970-present) no resident of Louise St. has ever seen the double gate used by a vehicle. No driveway has ever been constructed, and all evidence of the gate into 1825 Santa Cruz has been obscured by heavy vegetation for at least 15 years.

Platte Map of Louise St. Neighborhood



RECOLLECTIONS OF RESIDENTS OF LOUISE ST ABOUT ACCESS BETWEEN THE CUL-DE-SAC AND SANTA CRUZ PROPERTIES

Testimony from 1013 Louise St.

Lynn Conway (née Morrison). 1961-1972.

Lynn remembers using the end of Louise Street and wild area as a playground. She did not know the residents of 1825 Santa Cruz, and as far as she is aware there was no contact across the fence. She confirmed that there was certainly no driveway, absolutely no vehicle traffic, and she was even unaware that there was even a pedestrian gate through the fence.

Jan Winkler (née Morrison). 1961-1972

Jan lived as a young child at 1013 Louise, leaving at about age 14 when her parents sold the house. She has four siblings and they all used the end of the cul-de-sac as a playground for riding bikes, and playing ball games. The wild area at the end of the street was often used for games of hide and seek. It already had trees big enough to climb, and was open enough to play on. She remembers a pedestrian gate through to 1833 Santa Cruz, but has no recollection of any gate in the fence behind 1825 Santa Cruz (the Olsons who lived there had no children). Jan spent a lot of time visiting the Boxer family at 1024 Louise (which borders 1825 Santa Cruz) and she says she is sure she would have noticed if there had been traffic by pedestrians or cars through the fence.

Mary Ann Brock (1974-present)

She does not recall ever seeing a vehicle use the gate to 1825 Santa Cruz, or even park in front of it. There was occasional pedestrian access through the gate; the last time it was used to her knowledge was by Pam Tate (then owner) on several visits to 1013 Louise St. approximately 15 years ago. There certainly was never an improved driveway, or even rutted tracks through the ivy.

John Brock (1974-present)

I have the same recollections as Mary Ann, except that I dimly recall in the 1970's seeing a gardener's truck occasionally park in front of the pedestrian gate, and use it for access for hauling out brush, etc.

Our children grew up (1974 -1990) using the cul-de-sac as a playground, riding trikes and bikes, playing pick-up baseball and football at the quiet end of the street. The strip of county land at the end of the street (approx 60' wide by 50' deep) was largely wild,

with several significant trees, a few redwoods and a lot of brush and ivy. It has not been maintained by the county, or by the City, at any time during our residence. Our youngest son remembers building forts in the brush at the end of the street.

In early May 2012 (before Mr Sinnott cleared the ivy which had effectively obscured the gate) I tried to establish whether there was still a gate there. I was able to uncover only a single unusable 4' 6" gate, padlocked, with rusty hinges completely obscured by ivy stems up to 1" diameter. Since the ivy removal, it is apparent that there are two 4' 6" gates that could once have been opened to allow vehicular entry. Both gates have since partially collapsed and are not currently usable.

Testimony from 1024 Louise St.

Maryanne Hogan (nee Boxer). (1954-1970)

The Boxer family lived at 1024 Louise St. from 1954 to 1970. During their time at 1024 Louise St. the family socialized with Mr. and Mrs. Olson. The gate through to 1825 Santa Cruz was never used by vehicles, according to Maryanne's recollections. It was used only as a pedestrian gate by both families to visit one another, and when Maryanne was asked to take care of watering the Olson garden during their absences. The vacant County ground at the end of the cul-de-sac was occasionally trimmed by her father, but consisted mainly of acacia trees which were already large enough for the children to climb. There was absolutely never any driveway across the County land

Gary Fitchjian (1977-2001)

Gary's father (Steve) and stepmother (Georgia) owned 1024 Louise St from 1977-2001. This was the closest house to the gate at the back of 1825 Santa Cruz and they shared a section of fence in common. Gary entered college shortly after his father moved to 1024 Louise St, but spent summers and vacations there for several years, and then continued to visit regularly until both parents died. Gary recalls the area as so covered in ivy and brush that he was unaware that there was even a gate in the fence. He recalls his stepmother Georgia urging Steve to tend to it, which Steve refused to do. He is sure that there was no vehicular traffic through the back fence from 1977-2001.

Mark and Anne Goldsmith (2002-2009)

When the Goldsmiths arrived in 2002 they were unaware that any gate existed in the fence between 1024 Louise St and 1825 Santa Cruz. The fence was totally obscured by a tangle of ivy, and the area in front of the gate was covered with ground cover. When they renovated in 2002 they stored furniture in a large shipping container alongside the fence. Mrs. Pamela Tate, the then owner of 1825 drove around to Louise St and confronted the builder and told him "that he was blocking her pedestrian access". The builder said he knew nothing about a gate, and it was quite apparent that if there was a gate it was obviously no longer in use and totally obscured with ivy. The container remained in place until the renovation was completed.

Mark Goldsmith states that he never saw anyone using the ivy covered gate in the period they lived at 1024 Louise St. from 2002-2009.

Testimony from 1017 Louise St

Lynn Comer. (1952 - present)

Lynn moved in as an infant when her parents bought the house in 1952. She left for college in 1970, but she now owns the property with her brother Ed and has continued to visit regularly. She said that the double gate at the back of 1825 Santa Cruz was put in by the Olsons who owned it in 1952. They used it solely as a way to bring garden materials in and out and only once or twice a year. There was also some pedestrian traffic between the Santa Cruz properties that backed onto Louise St and the residents of Louise St. The parents socialized and the children played together. In the early 1970's when the Olsons sold 1825 Santa Cruz, the back gate fell into disuse and there was no longer any contact through the back fence. Lynn does not remember ever meeting the subsequent owner Mrs. Schaffer who lived there from roughly 1971-1987

"There has absolutely never been any regular use of the double gate for vehicular traffic, and there were never rutted tracks in front of it. Since the early 1970's it seems to have been used only rarely for pedestrian access, and became more and more overgrown"

Ed Comer. (1952 -1983)

"I lived at 1017 Louise St. from 1952-71 until I went away to college. From 1974 until early 1983 I was working night shift so most of the time I was home until 3:30 pm when I left for work. I don't remember any significant foot traffic through there, nor any vehicle traffic at all. From our kitchen windows it's a pretty direct view. Dad was home evenings and I think he would have commented on any vehicle traffic there. In the '50s he told a neighbor to stop parking there - he kept a close eye on it.

For a summer, perhaps longer, when Melba Olson lived alone, I did weekly garden work for her using that gate. 1970 or 71, perhaps, I'm not sure. I don't remember any one else using that access. Her extensive garden layout was such that you would not want to haul groceries from there to the house."

Testimony from 1016 Louise St.

Lauren Barbieri (1948-present)

Lauren moved in at age 3 and remained resident until 1967. She then moved to her own home but visited her parents regularly until her mother died in 2001. She inherited the house and has lived there since 2001.

She says that during her childhood the Olson's owned 1825 Santa Cruz and installed the double gate in the fence at that time. Mr. Olson was disabled, having lost a leg in WWII, and the gate was used very occasionally to bring topsoil and compost in by wheelbarrow. When 1825 Santa Cruz was sold by the Olsons in the early 1970's, the gate became disused. Lauren recalls no contact with the subsequent owner, Mrs. Schaffer, or any use by pedestrians or vehicles after that.

Testimony from 1003 Louise St.

Louise Dederer (1964-present)

Louise remembers the cul-de-sac in the 1960's as having a lot of growth on the County owned land. The neighbor children from all of Louise St. played at the end of the street and also in the wild area. The pre-teen daughters of residents at 1013 and 1024 Louise St held a summer school in the late 1960's at the end of the street for the Dederer's daughter and other small neighborhood children on Louise and Stanford (at 50 cents an hour!). There were seldom any cars on the street, and absolutely no vehicular access or driveway. After about 1970 when both the Olson's had died, she had no contact with the residents of 1825 Santa Cruz, nor ever saw anyone use a gate.

Kathy Dederer Kroesche (1966-1984)

I was born in 1966 and came home to live at 1003 Louise Street. My first best friend, another Kathy, walked down the street on her own at age 2 to meet me the day after I arrived home from the hospital. I spent my childhood exploring the "wilderness" at the end of Louise Street, playing sardines up and down the street and soccer in the middle of the street, and close connection with all with the children who also called Louise Street home. I will always value the unmanicured beauty of our street, an oasis surrounded by more suburban streets. Louise Street maintains a charming unspoiled, natural character, a safe haven for adventurous children, and a retreat for residents who love the mature trees that make Menlo Park, and Louise Street in particular, idyllic.

Testimony from 1825 Santa Cruz

Susan M. Schaffer (1982-1987)

On August 12, 2012, Lauren Barbieri contacted Mrs. Schaffer who owned and occupied what is now the Sinnott property from 1982-1987. She asked for the background on the revocable encroachment permit she sought and was granted in 1984.

“Because of the pre-established gate at the back of her property, she considered relocating her address to Louise Street but never pursued it. She didn't say why, only that she lost interest. She didn't recall applying for an encroachment permit, but I reminded her it was granted. The gate at the back of her property was used for tree trimming access only though she occasionally used it as a pedestrian walkway. She

didn't mention knowing anyone on Louise Street. She doesn't remember Mr. Tate being interested in pursuing a driveway when he bought the house.”

The revocable encroachment permit was granted by Lauren Mercer for the City of Menlo Park on 4/3/1984. The Permittee section was signed by Darlene Anderson, Owner's representative, Phone 328 7732 on 4/17/1984

Testimony from 1012 Louise Street

Michael Schwarz and Kiki Kapany (1994-present)

Michael and Kiki purchased their property in 1994 and raised two girls on the street. The end of the cul-de-sac always had thick vegetation, shrubbery and trees and was covered in ivy. They never saw the fence at the back of 1825 Santa Cruz until Sam Sinnott's workers stripped the vegetation from the gate after he purchased the property. In the 19 years they have lived on the street they never witnessed a single incident of vehicular access to 1825 Santa Cruz from Louise Street. There was never a driveway there, other than the one to 1024 Louise Street.

Additional residents who have never seen vehicular access from Louise Street to 1825 Santa Cruz Avenue

Brad and Suzanne Taylor 1014 Louise Street (moved to Louise Street 1994)

Scott and Mary Hoffman 1005 Louise Street (moved to Louise Street 1996)

Carolyn Dorsch and Michael Yantos 1007 Louise Street (Carolyn grew up on Louise Street and moved back in 1996 when her father, the original owner of the house, died).

Jennifer Geballe 1011 Louise Street (moved to Louise Street in 1996)

1024 Louise Street
Menlo Park, CA 94025

September 11, 2012

Ms. Margaret S. Roberts
City Clerk
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Re: Written Request for Abandonment – Louise Street

Dear Ms. Roberts:

Please consider this letter with the enclosed drawings and other documents to be a Written Request for Abandonment of the excess right of way located at the end of Louise Street.

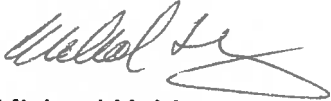
We are submitting this request for the following reasons:

- To our knowledge, the City has no need to own this excess right of way.
- We are the only property owners with parcels which both front on Louise Street and abut the excess right of way.
- The abandonment of this land would enable the City to forego the liability associated with owning and maintaining it.
- We are submitting this request with the support of our Louise Street neighbors who believe that this is in the best interest of all of the property owners on our street.
- We want to preserve the character of Louise Street as it has existed for over 50 years.
- We wish to maintain the vegetation present in the excess right of way, and we are committed to being good stewards of the land.

A portion of this area is already improved with the driveway which serves 1024 Louise Street. Aside from that, the land contains some public stormwater system improvements and some related electric utility improvements. We will provide the necessary easements to the City of Menlo Park and to Pacific Gas & Electric to enable them to continue to access, operate, and maintain these improvements. Because the abandonment parcels exclude both the paved street and the other paved areas around the perimeter of the cul-de-sac, there shouldn't be any impact on traffic or fire and life safety access.

Enclosed is the abandonment fee of \$1,890.00. If you have any questions or additional requirements, please don't hesitate to contact me at mhubly@msn.com or at 650-833-8006.

Sincerely,



Michael Hubly
1024 Louise Street
Menlo Park, CA 94025

SUBMITTED ON BEHALF OF:

Michael Hubly
1024 Louise St.

Marta Nichols
1024 Louise St.

Lynn Comer
1017 Louise St.

Edward Comer
1017 Louise St.

Enclosures:

Check #1159 (\$1,890.00)

Proposed Abandonment Plan

Legal Description (Exhibit A), Plat (Exhibit B) and Calculations for 1017 Parcel

Legal Description (Exhibit A), Plat (Exhibit B) and Calculations for 1024 Parcel

Exhibit "A"
Legal Description
For Street Abandonment
Louise Street, Menlo Park

All that certain real property, situate in the CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, being a portion of Louise Street as shown on that certain map entitled "Tract No. 506 Belle Acres, San Mateo County", filed July 23, 1936 in Book 21 of Maps at Page 21, San Mateo County Records, as shown on Exhibit "B", made a part hereof, more particularly described as follows:

Beginning at the most Western corner of said street, said point also being the most Northern corner of Lot 6 as shown on said map; thence along the Northwesterly line of said Louise Street, North 33°30'00" East, 32.61; thence leaving last said line, along the following two (2) courses:

1. South 56°27'30" East, 37.49 feet,
2. South 08°09'50" West, 36.10 feet to the Northeasterly line of said Lot 6.

, Thence along last said line, North 56°27'30" West, 52.94 feet to the **Point of Beginning**.

Containing 1,474 square feet, more or less.



LANDS OF
POL/SCHLBERG
APN 071-111-170

LANDS OF
SINNOTT FAMILY TRUST
APN 071-111-160

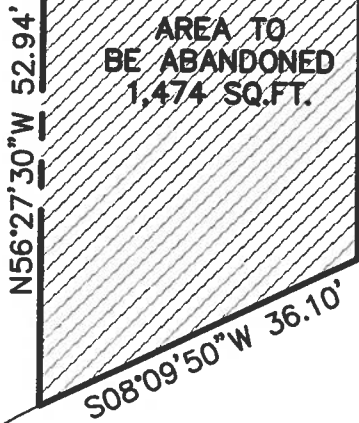


N33°30'00"E 32.61'
27.39'

POINT OF BEGINNING

LOT 6

LANDS OF COMER
1017 LOUISE ST.
APN 071-111-210
EXISTING AREA
14,758 SQ.FT.
0.34 ACRES
PROPOSED AREA:
16,232 SQ.FT.
0.37 ACRES



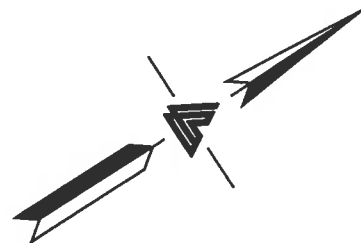
AREA TO
BE ABANDONED
1,474 SQ.FT.

LOT 1

LANDS OF HUBLY
APN 071-111-280

TRACT NO. 506
BELLE ACRES
21 MAPS 21

LOUISE STREET (60')



SCALE: 1" = 20'



LEA & BRAZE ENGINEERING, INC.

CIVIL ENGINEERS • LAND SURVEYORS

BAY AREA REGION
2495 INDUSTRIAL PKWY WEST
HAYWARD, CALIFORNIA 94545
(P) (510) 887-4086
(F) (510) 887-3019

SACRAMENTO REGION
3017 DOUGLAS BLVD, # 300
ROSEVILLE, CA 95661
(P) (916)966-1338
(F) (916)797-7363

WWW.LEABRAZE.COM

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL
DESCRIPTION FOR
STREET ABANDONMENT
LOUISE STREET
MENLO PARK, CALIFORNIA
SAN MATEO COUNTY JOB #2120555

CALCS-ABANDON 1017 LOUISE.txt

CLOSURE CALCS ABANDONMENT AREA 1017 LOUISE

North: 4096.0979	East : 6280.4716
Line Course: N 33-30-00 E Length: 32.61	
North: 4123.2909	East : 6298.4703
Line Course: S 56-27-30 E Length: 37.49	
North: 4102.5760	East : 6329.7176
Line Course: S 08-09-50 W Length: 36.10	
North: 4066.8419	East : 6324.5912
Line Course: N 56-27-30 W Length: 52.94	
North: 4096.0935	East : 6280.4665

Perimeter: 159.13 Area: 1,474. sq.ft. 0.03 acres

Mapcheck Closure - (Uses listed courses and chords)
Error Closure: 0.0067 Course: S 49-15-31 W
Error North: -0.00435 East : -0.00505
Precision 1: 23,752.24

Exhibit "A"
Legal Description
For Street Abandonment
Louise Street, Menlo Park

All that certain real property, situate in the CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, being a portion of Louise Street as shown on that certain map entitled "Tract No. 506 Belle Acres, San Mateo County", filed July 23, 1936 in Book 21 of Maps at Page 21, San Mateo County Records, as shown on Exhibit "B", made a part hereof, more particularly described as follows:

Beginning at the most Northern corner of said street, said point also being the most Western corner of Lot 1 as shown on said map; thence along the Southwesterly line of said lot, South 56°27'30" East, 113.64; thence leaving last said line, along the following six (6) courses:

1. South 33°30'00" West, 5.50 feet,
2. North 56°27'30" West, 17.78 feet to the beginning of a curve to the left with a radius of 70.48 feet,
3. Along said curve, through a central angle of 34°05'51", a distance of 41.94 feet to the beginning of a compound curve to the left with a radius of 25.00 feet,
4. Along said curve, through a central angle of 81°16'49", a distance of 35.47 feet,
5. North 08°09'50" East, 23.96 feet,
6. North 56°27'30" West, 37.49 feet to the Northwesterly line of said Louise Street.

Thence along last said line, North 33°30'00" West, 27.39 feet to the **Point of Beginning**.

Containing 2,039 square feet, more or less.



LANDS OF
POLLS/SCHLBERG
APN 071-111-170

LANDS OF
SINNOTT FAMILY TRUST
APN 071-111-160



N33°30'00"E
32.61'

N33°30'00"E
27.39'

LOT 6

LANDS OF COMER
APN 071-111-210

LOUISE STREET (60')

POINT OF BEGINNING

LOT 1

AREA TO
BE ABANDONED
2,039 SQ.FT.

N08°09'50"E
23.96'

N56°27'30"W
37.49'

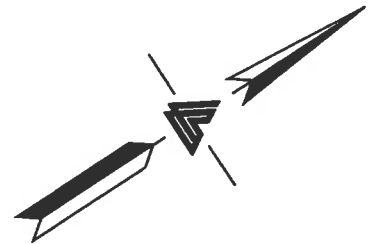
R=25.00'
L=35.47'
D=81°16'49"

LANDS OF HUBLY
1024 LOUISE ST.
APN 071-111-280
EXISTING AREA
10,228 SQ.FT.
0.23 ACRES
PROPOSED AREA
12,267 SQ.FT.
0.28 ACRES

TRACT NO. 506
BELLE ACRES
21 MAPS 21

R=70.48'
L=41.94'
D=34°05'51"

S56°27'30"E
113.64'



SCALE: 1" = 20'

N56°27'30"W
17.78'

S33°30'00"W
5.50'

LANDS OF ALBRIGHT
APN 71-111-290



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2495 INDUSTRIAL PKWY WEST
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SACRAMENTO REGION
3017 DOUGLAS BLVD, # 300
ROSEVILLE, CA 95661
(P) (916)966-1338
(F) (916)797-7363

WWW.LEABRAZE.COM

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL
DESCRIPTION FOR
STREET ABANDONMENT
LOUISE STREET
MENLO PARK, CALIFORNIA
SAN MATEO COUNTY JOB #2120555

DRAWN BY: MT

SEPTEMBER 2012

CALCS-ABANDON 1024 LOUISE.txt

CALCS ABANDONMENT AREA 1024 LOUISE

North: 4987.2299 East : 6782.0160
Line Course: S 56-27-30 E Length: 113.64
North: 4924.4389 East : 6876.7331
Line Course: S 33-30-00 W Length: 5.50
North: 4919.8525 East : 6873.6975
Line Course: N 56-27-30 W Length: 17.78
North: 4929.6768 East : 6858.8781
Curve Length: 41.94 Radius: 70.48
Delta: 34-05-51 Tangent: 21.61
Chord: 41.33 Course: N 73-30-25 W
Course In: S 33-32-30 W Course Out: N 00-33-21 W
RP North: 4870.9328 East : 6819.9349
End North: 4941.4103 East : 6819.2487
Curve Length: 35.47 Radius: 25.00
Delta: 81-16-49 Tangent: 21.46
Chord: 32.57 Course: S 48-48-15 W
Course In: S 00-33-21 E Course Out: N 81-50-10 W
RP North: 4916.4115 East : 6819.4912
End North: 4919.9586 East : 6794.7410
Line Course: N 08-09-50 E Length: 23.96
North: 4943.6758 East : 6798.1434
Line Course: N 56-27-30 W Length: 37.49
North: 4964.3906 East : 6766.8961
Line Course: N 33-30-00 E Length: 27.39
North: 4987.2307 East : 6782.0136

Perimeter: 303.17 Area: 2,039. sq.ft. 0.04 acres

Mapcheck Closure - (Uses listed courses and chords)
Error Closure: 0.0025 Course: N 70-46-22 W
Error North: 0.00082 East : -0.00234
Precision 1: 119,864.00



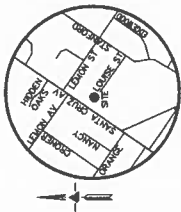
LEA & BRAZE ENGINEERING, INC.
 CIVIL ENGINEERS • LAND SURVEYORS
 2165 INDUSTRIAL PARK WEST
 COSTA MESA, CA 92626
 (714) 837-2015
 (714) 837-2016
 WWW.LEABRAZE.COM

**PROPOSED
 ABANDONMENT
 PLAN**
 1017 & 1024
 LOUISE STREET
 MENLO PARK
 CALIFORNIA

SM MATEO COUNTY

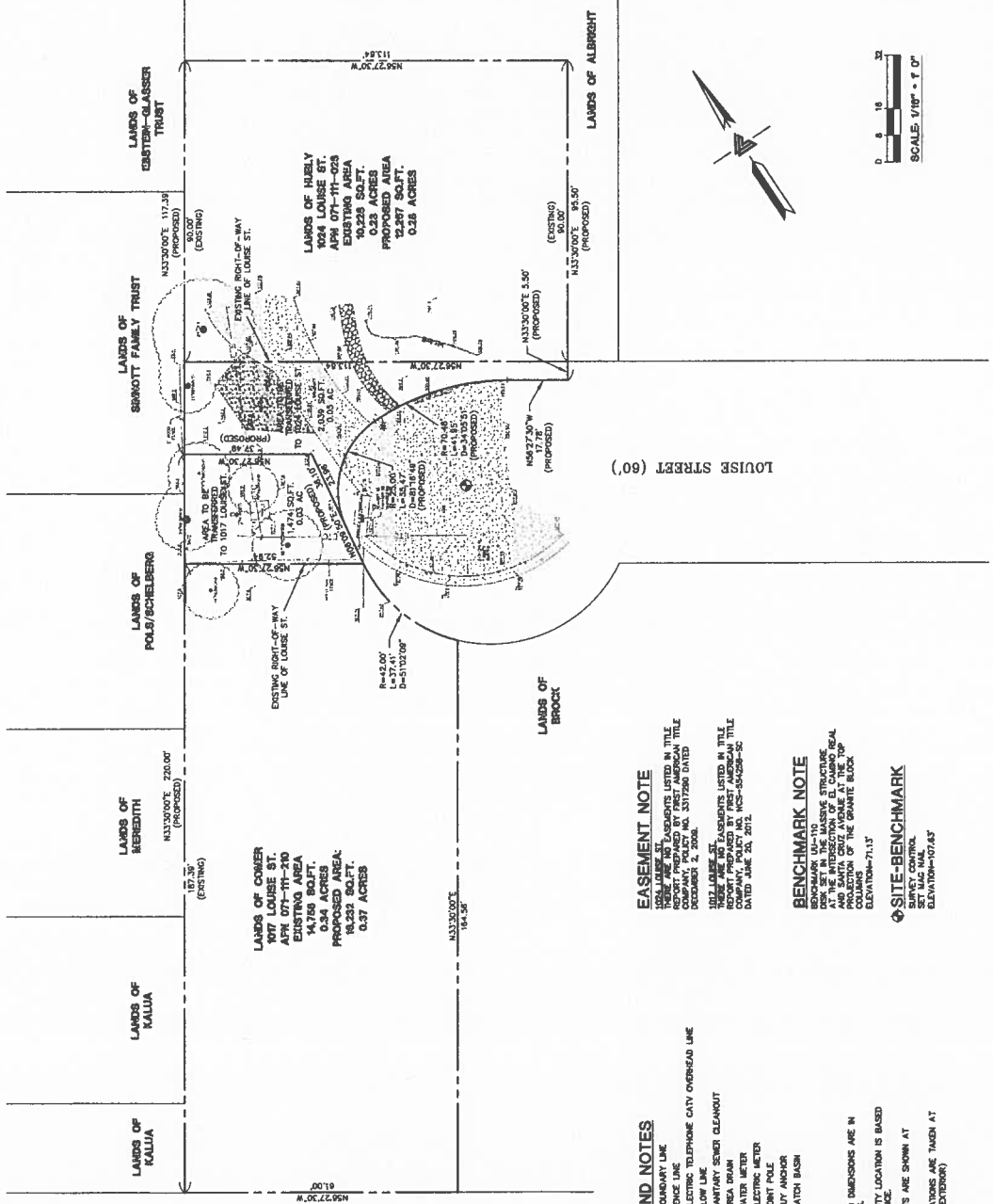
JOB NO. 2120055
 DATE: 9-04-12
 SCALE: 1/8"=1'-0"
 DRAWN BY: M/AT
 SHEET NO.

6U1
 1 OF 1 SHEETS



VICINITY MAP
 NO SCALE

ROMAN CATHOLIC
 CEMETERY OF SF



EASEMENT NOTE

THESE ARE THE EASEMENTS LISTED IN TITLE REPORT PREPARED BY FIRST AMERICAN TITLE COMPANY, FULTON, CALIFORNIA, DATED DECEMBER 2, 2008.
 1017 LOUISE ST.
 REPORT PREPARED BY FIRST AMERICAN TITLE COMPANY, FULTON, CALIF. NO. MCS-55258-52
 DATED: JUNE 20, 2012

BENCHMARK NOTE

BENCHMARK: BM-110
 TYPE: CONCRETE STRUCTURE
 LOCATION: AT THE INTERSECTION OF EL CAMINO REAL AND LOUISE STREET
 PROJECTIONS OF THE GRANITE BLOCK
 ELEVATION: 71.13'

SITE-BENCHMARK

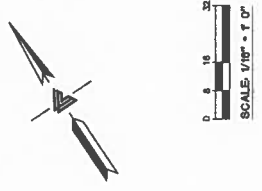
BM-110
 SET: MAG NAIL
 ELEVATION: 107.65'

LEGEND AND NOTES

- BOUNDARY LINE
- FORCE LINE
- ELECTRIC TELEPHONE CANY OVERHEAD LINE
- ETC.
- EASEMENT
- CHANGING OWNER CLEAROUT
- AREA DRAIN
- WATER METER
- ELECTRIC METER
- JOINT POLE
- GUY ANCHOR
- CATCH BASIN

NOTES

- ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS.
- UNDERGROUND UTILITY LOCATION IS BASED ON SURFACE EVIDENCE.
- BUILDING FOOTPRINTS ARE SHOWN AT GROUND LEVEL.
- FINISH FLOOR ELEVATIONS ARE TAKEN AT DOOR THRESHOLD (ENTRANCE)





NOTICE OF BUILDING PERMIT APPLICATION

CITY OF MENLO PARK BUILDING DIVISION

The Building Division of the City of Menlo Park, California received a building permit application on **1/7/13** for the following project:

Applicant name: SAMUEL C SINNOTT

Project Address: 1825 SANTA CRUZ AVENUE

Job Description: DEMOLISH EXISTING HOUSE AND SHED AND CONSTRUCT
A NEW 2 STORY 5,705 SQUARE FEET SINGLE FAMILY
RESIDENCE WITH BASEMENT

The application will require plan check review. Once the plan check review is completed and all requirements have been met, the permit will be issued and construction will begin.

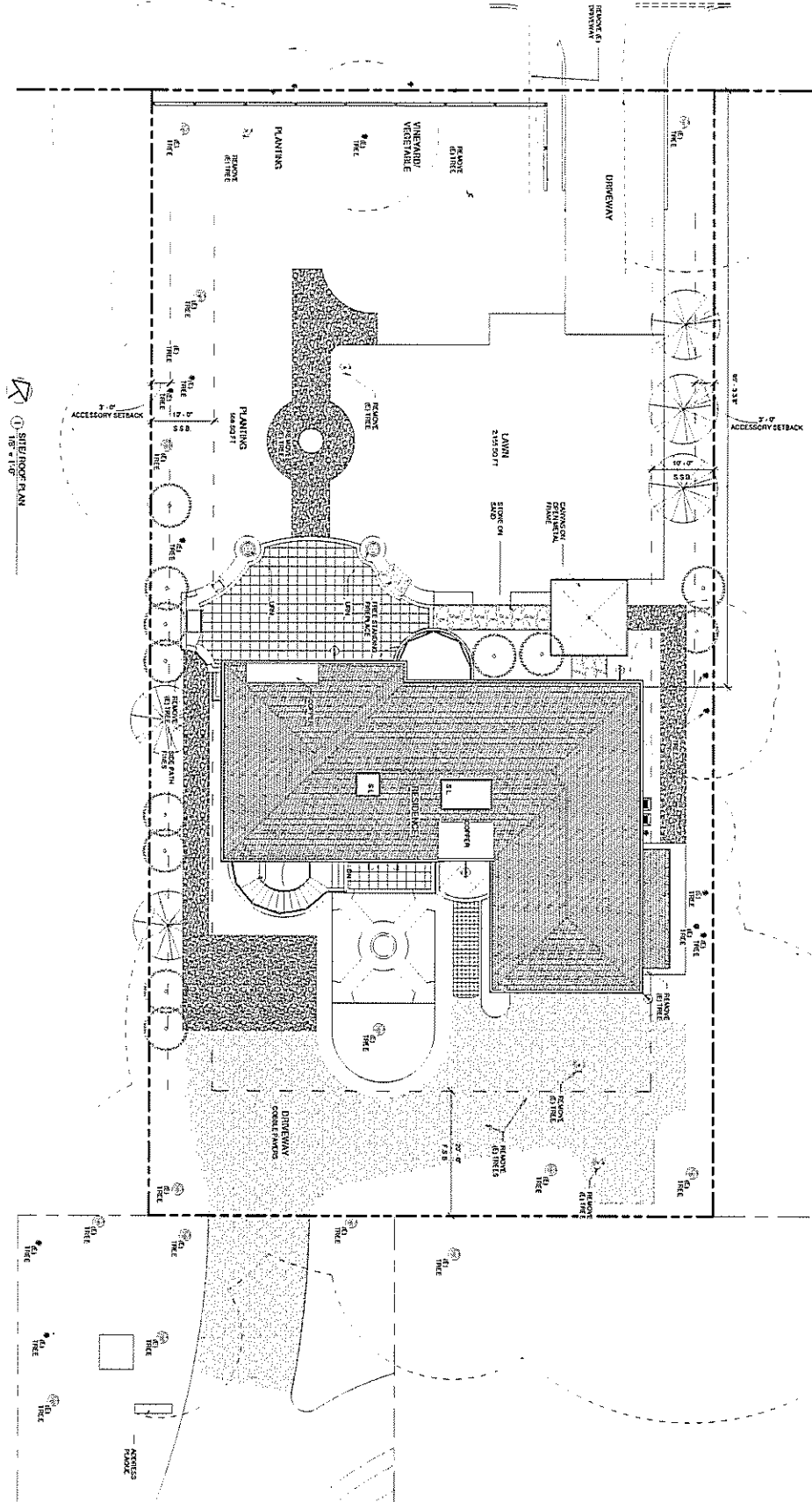
Review of the plans and site information by City staff has not been completed as of the date of this notice. As a result of City staff review, the initial plans may be revised prior to issuance of the building permit. Documents related to these items may be inspected by the public on weekdays between the hours of 7:30 a.m. and 5:30 p.m. Monday through Thursday and 8:00 a.m. to 5:00 p.m. on Friday, with alternate Fridays closed, at the Community Development Department, 701 Laurel Street, Menlo Park. If you have any questions on this proposal, please contact the Building Division at **(650) 330-6704** or by email at building@menlopark.org

Si usted necesita más información sobre este proyecto, por favor llame al 650-330-6704 y pregunte por un asistente que hable español.

IMPORTANT PUBLIC NOTICE

**HUBLY MICHAEL D
1024 LOUISE ST
MENLO PARK CA 94025**

SANTA CRUZ AVE.



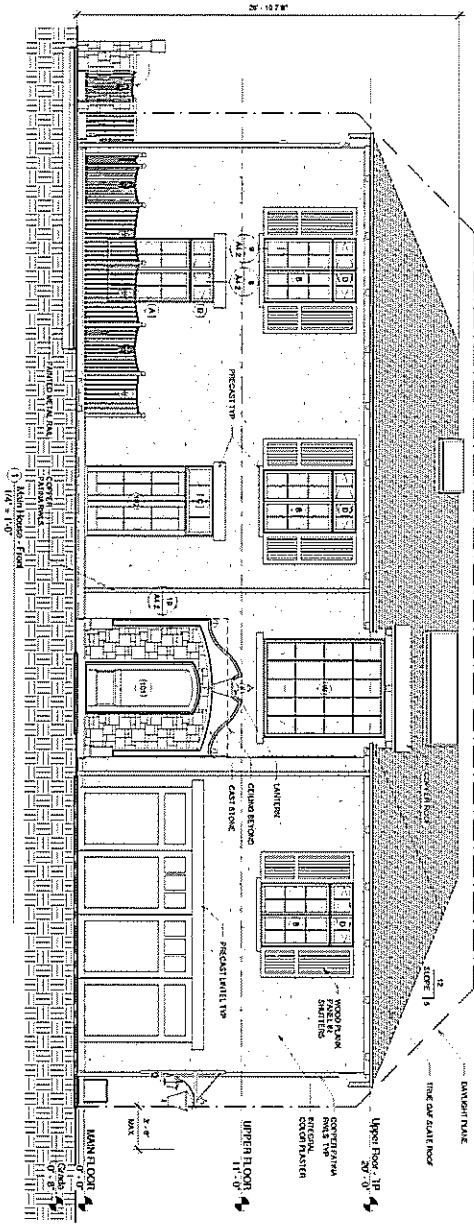
No.	Description	Date
1	OWNER'S REVIEW	1/15/17
2	OWNER'S REVIEW	1/15/17
3	OWNER'S REVIEW	1/15/17
4	OWNER'S REVIEW	1/15/17
5	OWNER'S REVIEW	1/15/17
6	OWNER'S REVIEW	1/15/17
7	OWNER'S REVIEW	1/15/17
8	OWNER'S REVIEW	1/15/17
9	OWNER'S REVIEW	1/15/17
10	OWNER'S REVIEW	1/15/17
11	OWNER'S REVIEW	1/15/17
12	OWNER'S REVIEW	1/15/17
13	OWNER'S REVIEW	1/15/17
14	OWNER'S REVIEW	1/15/17
15	OWNER'S REVIEW	1/15/17
16	OWNER'S REVIEW	1/15/17
17	OWNER'S REVIEW	1/15/17
18	OWNER'S REVIEW	1/15/17
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24	OWNER'S REVIEW	1/15/17
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40	OWNER'S REVIEW	1/15/17
41	OWNER'S REVIEW	1/15/17
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43	OWNER'S REVIEW	1/15/17
44	OWNER'S REVIEW	1/15/17
45	OWNER'S REVIEW	1/15/17
46	OWNER'S REVIEW	1/15/17
47	OWNER'S REVIEW	1/15/17
48	OWNER'S REVIEW	1/15/17
49	OWNER'S REVIEW	1/15/17
50	OWNER'S REVIEW	1/15/17

**NEW RESIDENCE AT:
1825 SANTA CRUZ AVE.**

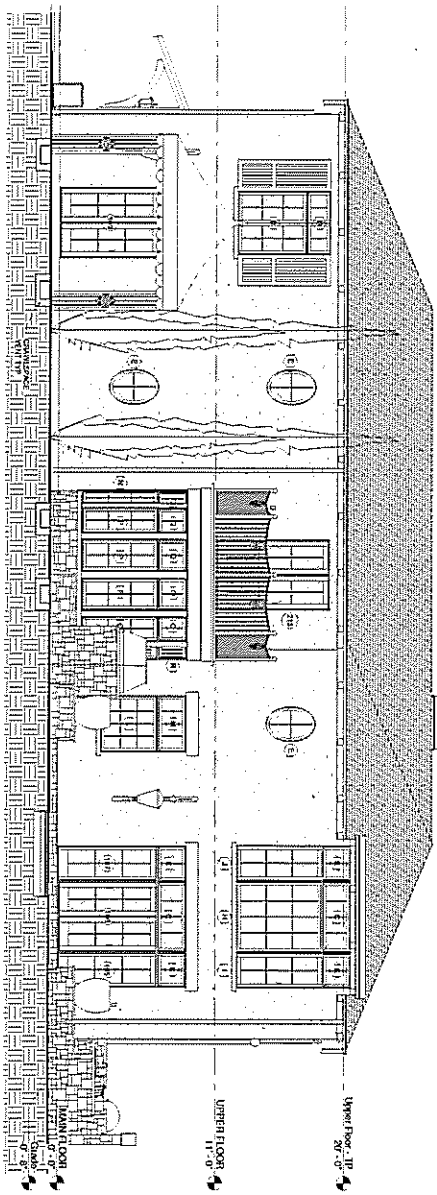
SINNOTT FAMILY TRUST

sinnott&co
architecture & construction

Samuel Sinnott AIA Lic. No. 51015B
958A Santa Cruz Avenue, Menlo Park, CA 94025
PH: (650) 325-4560 Fax: (650) 325-0138
sam@sinnottandco.com www.sinnottandco.com



(2) Main House Elev. 1/4" = 1'-0"



Project Name: 1825 SANTA CRUZ AVE.
 Date: 10/20/2012
 Location: Menlo Park, CA
 Designer: Samuel Sinnott
 Client: SInnott Family Trust
 Scale: 1/4" = 1'-0"

A3.1

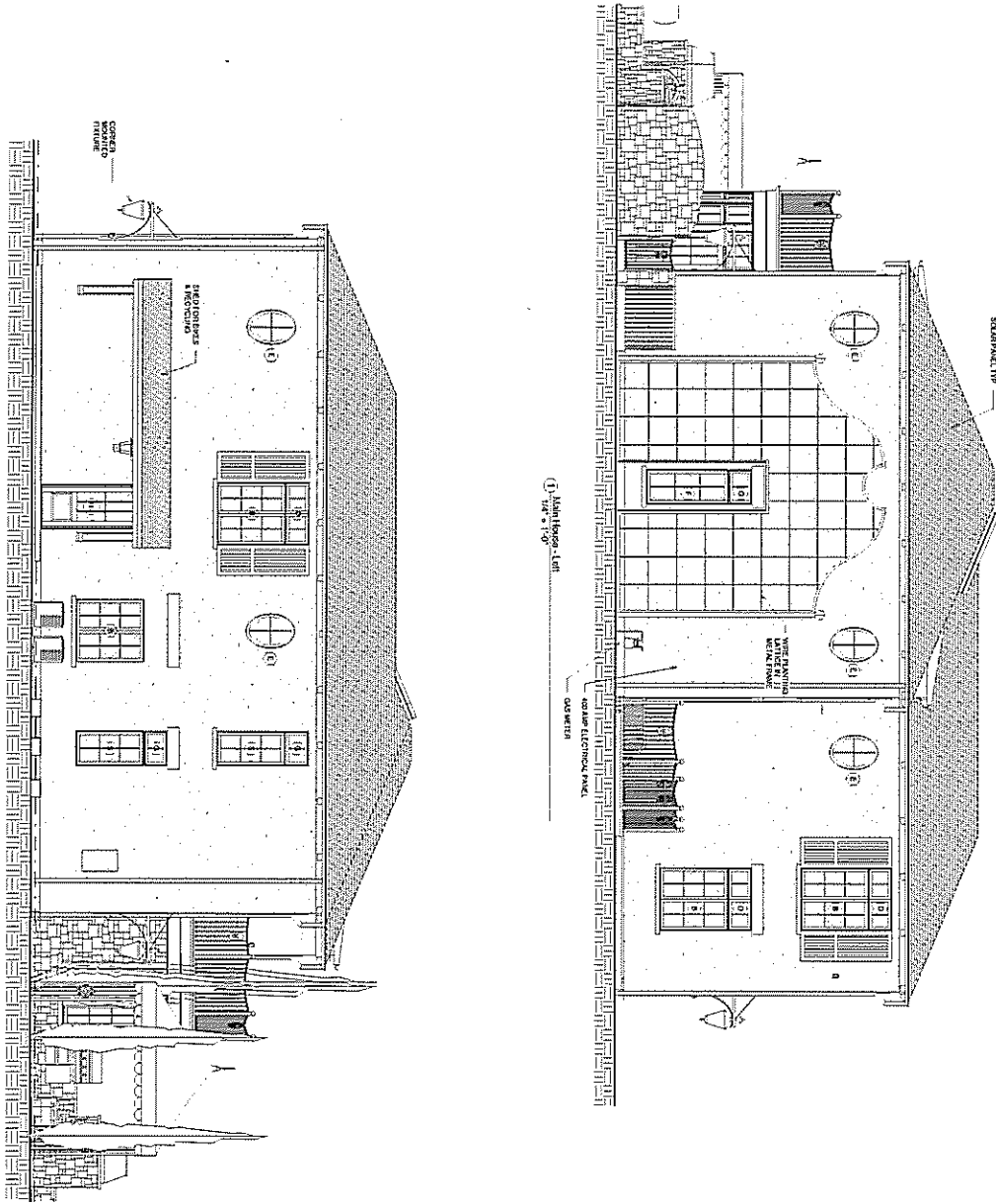
10/20/12

NEW RESIDENCE AT:
 1825 SANTA CRUZ AVE.

SINNOTT FAMILY TRUST

sinnott&co
 architecture & construction

Samuel Sinnott AIA Lic. No. 310136
 950A Santa Cruz Avenue Menlo Park, CA 94025
 P: (650) 342-4500 F: (650) 329-0136
 sam@sinnottco.com www.sinnottco.com



PROJECT INFORMATION

Project Name: NEW RESIDENCE AT 1825 SANTA CRUZ AVE.

Client: SINNOTT FAMILY TRUST

Architect: SAMUEL SINNOTT, AIA

Scale: 1/4" = 1'-0"

A3.2

SIDE ELEVATIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	04/12/10
2	ISSUED FOR CONSTRUCTION	04/12/10
3	ISSUED FOR CONSTRUCTION	04/12/10
4	ISSUED FOR CONSTRUCTION	04/12/10
5	ISSUED FOR CONSTRUCTION	04/12/10
6	ISSUED FOR CONSTRUCTION	04/12/10
7	ISSUED FOR CONSTRUCTION	04/12/10
8	ISSUED FOR CONSTRUCTION	04/12/10
9	ISSUED FOR CONSTRUCTION	04/12/10
10	ISSUED FOR CONSTRUCTION	04/12/10

**NEW RESIDENCE AT:
1825 SANTA CRUZ AVE.**

SINNOTT FAMILY TRUST

sinnott&co.
architecture & construction

Samuel Sinnott AIA Lic. No. 519136
950A Santa Cruz Avenue Menlo Park, CA 94025
Ph: (650) 325-5500 Fax: (650) 325-0130
sam@sinnottandco.com www.sinnottandco.com

From: Rogers, Thomas H
Sent: Tuesday, May 08, 2012 1:59 PM
To: 'Samuel Sinnott'
Cc: Oscamou, Matheu B; Lafrance, Ron J; Murphy, Justin I C
Subject: RE: Frontage Change for 1825 Santa Cruz to Louise street

Sam,

We spoke about this request at our Planning Division staff meeting this morning. We have determined that the Santa Cruz Avenue frontage is the Front Lot Line for this parcel, for the purposes of the Zoning Ordinance. This determination is based on the following factors:

- The subject parcel has historically been used with Santa Cruz Avenue as the front lot line
- The adjacent side parcels likewise are oriented toward Santa Cruz Avenue
- The subject parcel was not part of the subdivision that created Louise Street (Belle Acres, 1936)
- The Santa Cruz Avenue frontage represents the full width of the parcel (90', above the 80' minimum R-1-S lot width), while the Louise Street frontage is less than half that (~39, below the 80' minimum R-1-S lot width)

This staff determination is appealable to the Planning Commission, although I personally don't immediately see why they would overrule it. Also, note that a PC appeal would be part of a public meeting at which public input could be taken, so if any neighbors have concerns, the PC would consider those as part of their decision.

Regarding potential changes to create access from Louise Street to this parcel, I will defer to Matt Ocamou, who I believe you've spoken with already, because that is primarily a Public Works question. To the extent that Planning input is needed on that, Public Works will loop us in.

Please let us know if you have any questions.

Thomas Rogers
Associate Planner, City of Menlo Park
tel: 650-330-6722 fax: 650-327-1653
throgers@menlopark.org

From: Rogers, Thomas H
Sent: Tuesday, January 15, 2013 3:43 PM
To: 'Sam Sinnott'
Cc: McClure, William; Niño, Ruben R; 'Mircea V'; Sinnott, Lorie; 'Thi Truong'
Subject: RE: Frontage change at 1825 Santa Cruz

Sam,

We were able to review your email and plans at our Planning Division staff meeting this morning. I asked the full group whether, based on the new info, we would consider softening our earlier determination, but the answer was 'no'. The factors listed earlier still hold, and we don't believe any of the additional documentation changes anything.

With regard to the Belle Acres subdivision, I've attached a copy of the 1936 Subdivision Map. While what is now 1825 Santa Cruz Avenue is shown as being adjacent to Louise Street, it is not one of the parcels that were subdivided, for which Louise Street was required access. The 1825 Santa Cruz Ave area is actually shown as one large parcel under the ownership of Ziegler, with approximate dimensions of 600' on Santa Cruz Avenue and 180' on Lemon Avenue, which make it highly unlikely that the 60' Louise Street portion was considered at the time as its front lot line. (Your point about possible historical access may be relevant to the CC's encroachment permit discussion, though.)

Please note: the one potential material change of the front lot line determination with regard to your draft plans relates to the "cottage". Under the current determination that Santa Cruz Avenue is the front lot line, that building could be located in its proposed location if it is a secondary dwelling unit (building with "permanent provisions for living, sleeping, eating, cooking and sanitation independent of the main dwelling existing on the residential lot", which can be anywhere on a lot provided it meets the main building setbacks, except for rear which can be 10'). However, if the structure does not meet the secondary dwelling unit standards (e.g., if it has living space and a bathroom, but no kitchen), it would be classified as an accessory building and could not be located in the proposed location, as accessory buildings can only be located in the rear half of a lot.

With regard to the 2/4 PC meeting, would need an appeal application by this Thu 1/17 @ 9am in order to confirm this meeting (we have a meeting notice deadline later that day). Please let me know if you are intending to appeal, and we can review the requirements. Please also confirm if you are *not* appealing, so that Public Works staff can potentially confirm the 2/12 City Council meeting for the encroachment/abandonment requests.

Thomas Rogers
Senior Planner, City of Menlo Park
tel: 650-330-6722 fax: 650-327-1653
throgers@menlopark.org

[SF bay area craigslist](#) > [peninsula](#) > [housing](#) > [real estate - by email this posting to a friend owner](#)

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please flag with care:

[miscategorized](#)

[prohibited](#)

[spam/overpost](#)

[best of craigslist](#)

**\$5500000 / 5br - 5589ft² - Menlo Park
NEW:5Bdrs, 5Bths,1 Office, Cul de sac, 16K
Lot, LOUISE ST (menlo park)**

Date: 2012-12-02, 1:00PM PST

Reply to this post bkapp-3403425870@hous.craigslist.org

New Development, 5Bdrs, 5 baths, 1 Office, Guest house, Basement, 2 car garage, Cul de sac, 16K Lot, French country style. Project to be completed Feb 2014.

Current address 1825 Santa Cruz. New expected address after development will be complete: 100 Louise St. Frontage of the house will be on Louise. A guest house with an extended sound barrier 11 ft wall will be built on Santa Cruz to prevent noise coming through and main house footprint is about 100 ft off Santa Cruz.

Followings are living floor area for each individual spaces (not including exterior walls thickness):

- Basement: 1,291 sf
- Main Floor: 1,802 sf
- Upper Floor: 2,102 sf
- Guest House: 394 sf
- Garage: 431 sf
- Lot area: 16,237 sf

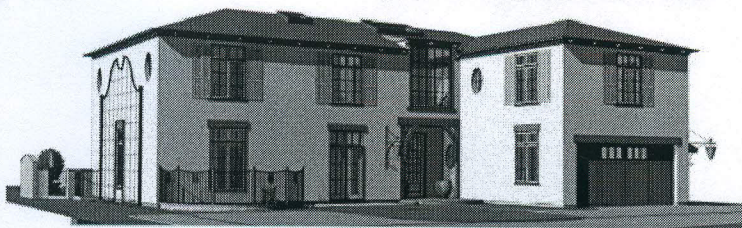
NO AGENTS PLEASE. WE ALREADY HAVE ONE. IF YOU HAVE A SERIOUS BUYER PREAPPROVED FOR THIS TYPE OF PURCHASE PLEASE CONTACT US. We are at the stage (till 11/30/12) that we can still modify floorplan based on buyer's needs.

THANKS.
MIRCEA
650-996-1114

CL > SF bay area > peninsula > all housing > real estate - by owner

Reply pf6mw-3572935976@hous.craigslist.org ^[2]flag ^[?]: [miscategorized](#) [prohibited](#) [spam](#) [best of](#)

Posted: 2013-02-20, 9:09PM PST

\$5500000 / 5br - 5589ft² - Menlo Park NEW:5Bdrs, 5Bths,1 Office, Cul de sac, 16K Lot, LOUISE ST (menlo park)

Louise at Stanford

New Development, 5Bdrs, 5 baths, 1 Office, Guest house, Basement, 2 car garage, Cul de sac, 16K Lot, French country style. Project to be completed March 2014.

Current address 1825 Santa Cruz. New expected address after development will be complete: 1100 Louise St. Frontage of the house will be on Louise (cul de sac) since the property always had a Drive way and access to Louise through current gates. A guest house with an extended sound barrier 11 ft wall will be built on Santa Cruz to prevent noise coming through and main house footprint is about 100 ft off Santa Cruz.

Followings are living floor area for each individual spaces (not including exterior walls thickness):

Basement: 1,291 sf
 Main Floor: 1,802 sf
 Upper Floor: 2,102 sf
 Guest House: 394 sf
 Garage: 431 sf
 Lot area: 16,237 sf

NO AGENTS PLEASE. WE ALREADY HAVE ONE. IF YOU HAVE A SERIOUS BUYER PREAPPROVED FOR THIS TYPE OF PURCHASE PLEASE CONTACT US.

THANKS.
 MIRCEA
 650-996-1114

Louise at Stanford ([google map](#)) ([yahoo map](#))

- it's NOT ok to contact this poster with services or other commercial interests

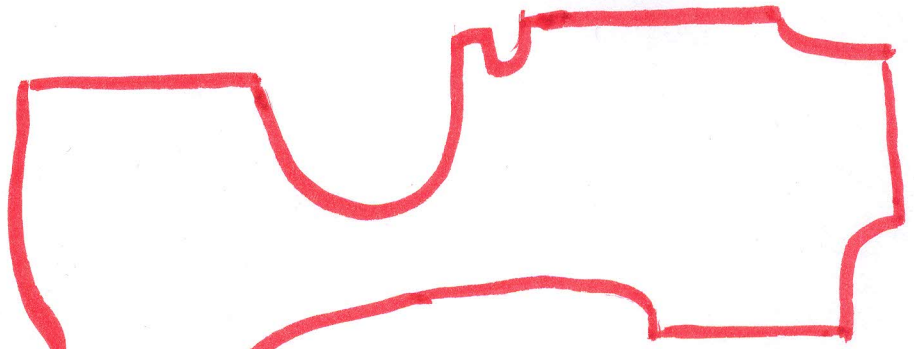
Posting ID: 3572935976 Posted: 2013-02-20, 9:09PM PST [email to a friend](#)

Stating a discriminatory preference in a housing post is illegal - please flag such posts as prohibited [More info](#)

Avoid scams, deal locally! DO NOT wire money (Western Union, Moneygram), or rent a unit sight unseen [More info](#)

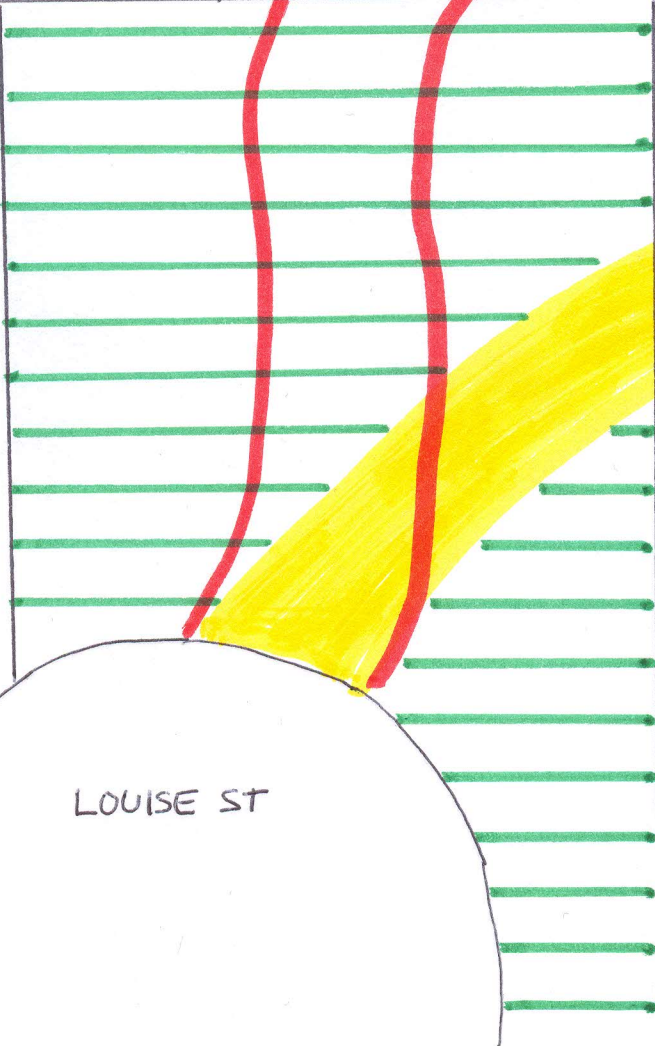
1833 SANTA CRUZ

PROPOSED
1825 SANTA CRUZ
GARAGE

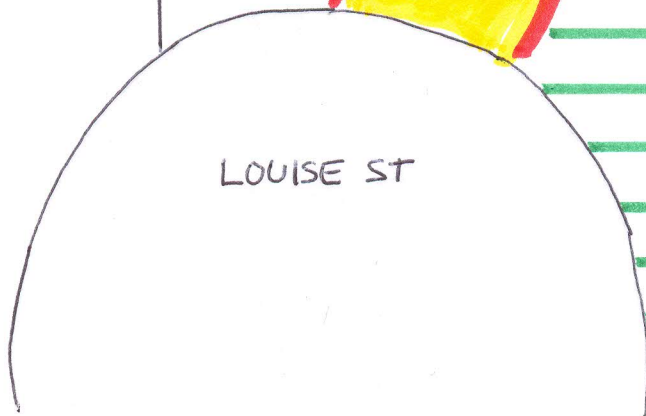


1017 LOUISE

EXISTING
1024 LOUISE
GARAGE



LOUISE ST



RESOLUTION NO.

**RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY
OF MENLO PARK TO ABANDON A PORTION OF LOUISE STREET**

WHEREAS, the City Council of the City of Menlo Park has considered the abandonment of Louise Street as shown in Exhibit A, which is attached and made apart thereto; and

WHEREAS, the Planning Commission will hold a public hearing on this subject on April 22, 2013, as required by law to notify property owners; and to find out whether the proposed abandonment is consistent with the City's General Plan; and

WHEREAS, the City Council will hold a Public Hearing on May 21, 2013 at approximately 7:00 p.m. as required by law determining whether recorded public utility easements and public access easements, over that area of the property affected, will retain the City's option relative to any utilities and street improvements within that area.

NOW, THEREFORE, BE IT RESOLVED that a Resolution of Intention of the City Council of the City of Menlo Park, is hereby established, to consider the abandonment of a portion of Louise Street.

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 fifth day of March, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of City of Menlo Park on this fifth day of March, 2013.

Margaret S. Roberts, MMC
City Clerk

Exhibit "A"
Legal Description
For Street Abandonment
Louise Street, Menlo Park

All that certain real property, situate in the CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, being a portion of Louise Street as shown on that certain map entitled "Tract No. 506 Belle Acres, San Mateo County", filed July 23, 1936 in Book 21 of Maps at Page 21, San Mateo County Records, as shown on Exhibit "B", made a part hereof, more particularly described as follows:

Beginning at the most Western corner of said street, said point also being the most Northern corner of Lot 6 as shown on said map; thence along the Northwesterly line of said Louise Street, North 33°30'00" East, 32.61; thence leaving last said line, along the following two (2) courses:

1. South 56°27'30" East, 37.49 feet,
2. South 08°09'50" West, 36.10 feet to the Northeasterly line of said Lot 6.

, Thence along last said line, North 56°27'30" West, 52.94 feet to the **Point of Beginning**.

Containing 1,474 square feet, more or less.



LANDS OF
POL/SCHLBERG
APN 071-111-170

LANDS OF
SINNOTT FAMILY TRUST
APN 071-111-160



N33°30'00"E 32.61'
27.39'

POINT OF
BEGINNING

LOT 6

LANDS OF COMER
1017 LOUISE ST.
APN 071-111-210
EXISTING AREA
14,758 SQ.FT.
0.34 ACRES
PROPOSED AREA:
16,232 SQ.FT.
0.37 ACRES

N56°27'30"W 52.94'

AREA TO
BE ABANDONED
1,474 SQ.FT.

S56°27'30"E 37.49'

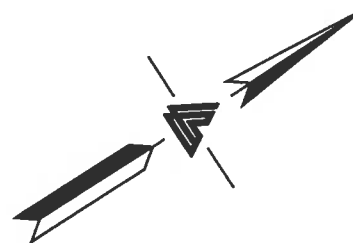
S08°09'50"W 36.10'

LOT 1

LANDS OF HUBLY
APN 071-111-280

TRACT NO. 506
BELLE ACRES
21 MAPS 21

LOUISE STREET (60')



SCALE: 1" = 20'



LEA & BRAZE ENGINEERING, INC.

CIVIL ENGINEERS • LAND SURVEYORS

BAY AREA REGION
2495 INDUSTRIAL PKWY WEST
HAYWARD, CALIFORNIA 94545
(P) (510) 887-4086
(F) (510) 887-3019

SACRAMENTO REGION
3017 DOUGLAS BLVD, # 300
ROSEVILLE, CA 95661
(P) (916)966-1338
(F) (916)797-7363

WWW.LEABRAZE.COM

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL
DESCRIPTION FOR
STREET ABANDONMENT
LOUISE STREET
MENLO PARK, CALIFORNIA
SAN MATEO COUNTY JOB #2120555

DRAWN BY: MT

SEPTEMBER 2012

CALCS-ABANDON 1017 LOUISE.txt

CLOSURE CALCS ABANDONMENT AREA 1017 LOUISE

North: 4096.0979	East : 6280.4716
Line Course: N 33-30-00 E	Length: 32.61
North: 4123.2909	East : 6298.4703
Line Course: S 56-27-30 E	Length: 37.49
North: 4102.5760	East : 6329.7176
Line Course: S 08-09-50 W	Length: 36.10
North: 4066.8419	East : 6324.5912
Line Course: N 56-27-30 W	Length: 52.94
North: 4096.0935	East : 6280.4665

Perimeter: 159.13 Area: 1,474. sq.ft. 0.03 acres

Mapcheck Closure - (Uses listed courses and chords)
Error Closure: 0.0067 Course: S 49-15-31 W
Error North: -0.00435 East : -0.00505
Precision 1: 23,752.24

Exhibit "A"
Legal Description
For Street Abandonment
Louise Street, Menlo Park

All that certain real property, situate in the CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, being a portion of Louise Street as shown on that certain map entitled "Tract No. 506 Belle Acres, San Mateo County", filed July 23, 1936 in Book 21 of Maps at Page 21, San Mateo County Records, as shown on Exhibit "B", made a part hereof, more particularly described as follows:

Beginning at the most Northern corner of said street, said point also being the most Western corner of Lot 1 as shown on said map; thence along the Southwesterly line of said lot, South 56°27'30" East, 113.64; thence leaving last said line, along the following six (6) courses:

1. South 33°30'00" West, 5.50 feet,
2. North 56°27'30" West, 17.78 feet to the beginning of a curve to the left with a radius of 70.48 feet,
3. Along said curve, through a central angle of 34°05'51", a distance of 41.94 feet to the beginning of a compound curve to the left with a radius of 25.00 feet,
4. Along said curve, through a central angle of 81°16'49", a distance of 35.47 feet,
5. North 08°09'50" East, 23.96 feet,
6. North 56°27'30" West, 37.49 feet to the Northwesterly line of said Louise Street.

Thence along last said line, North 33°30'00" West, 27.39 feet to the **Point of Beginning**.

Containing 2,039 square feet, more or less.



LANDS OF
POLLS/SCHLBERG
APN 071-111-170

LANDS OF
SINNOTT FAMILY TRUST
APN 071-111-160



N33°30'00"E
32.61'

N33°30'00"E
27.39'

LOT 6

LANDS OF COMER
APN 071-111-210

LOUISE STREET (60')

POINT OF BEGINNING

LOT 1

AREA TO
BE ABANDONED
2,039 SQ.FT.

N08°09'50"E
23.96'

N56°27'30"W
37.49'

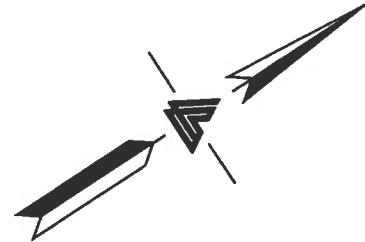
R=25.00'
L=35.47'
D=81°16'49"

LANDS OF HUBLY
1024 LOUISE ST.
APN 071-111-280
EXISTING AREA
10,228 SQ.FT.
0.23 ACRES
PROPOSED AREA
12,267 SQ.FT.
0.28 ACRES

TRACT NO. 506
BELLE ACRES
21 MAPS 21

R=70.48'
L=41.94'
D=34°05'51"

S56°27'30"E
113.64'



SCALE: 1" = 20'

N56°27'30"W
17.78'

S33°30'00"W
5.50'

LANDS OF ALBRIGHT
APN 71-111-290



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EXHIBIT "B"
**PLAT TO ACCOMPANY LEGAL
DESCRIPTION FOR
STREET ABANDONMENT
LOUISE STREET
MENLO PARK, CALIFORNIA
SAN MATEO COUNTY JOB #2120555**

CALCS-ABANDON 1024 LOUISE.txt

CALCS ABANDONMENT AREA 1024 LOUISE

North: 4987.2299 East : 6782.0160
Line Course: S 56-27-30 E Length: 113.64
North: 4924.4389 East : 6876.7331
Line Course: S 33-30-00 W Length: 5.50
North: 4919.8525 East : 6873.6975
Line Course: N 56-27-30 W Length: 17.78
North: 4929.6768 East : 6858.8781
Curve Length: 41.94 Radius: 70.48
Delta: 34-05-51 Tangent: 21.61
Chord: 41.33 Course: N 73-30-25 W
Course In: S 33-32-30 W Course Out: N 00-33-21 W
RP North: 4870.9328 East : 6819.9349
End North: 4941.4103 East : 6819.2487
Curve Length: 35.47 Radius: 25.00
Delta: 81-16-49 Tangent: 21.46
Chord: 32.57 Course: S 48-48-15 W
Course In: S 00-33-21 E Course Out: N 81-50-10 W
RP North: 4916.4115 East : 6819.4912
End North: 4919.9586 East : 6794.7410
Line Course: N 08-09-50 E Length: 23.96
North: 4943.6758 East : 6798.1434
Line Course: N 56-27-30 W Length: 37.49
North: 4964.3906 East : 6766.8961
Line Course: N 33-30-00 E Length: 27.39
North: 4987.2307 East : 6782.0136

Perimeter: 303.17 Area: 2,039. sq.ft. 0.04 acres

Mapcheck Closure - (Uses listed courses and chords)
Error Closure: 0.0025 Course: N 70-46-22 W
Error North: 0.00082 East : -0.00234
Precision 1: 119,864.00

1825 Santa Cruz Ave

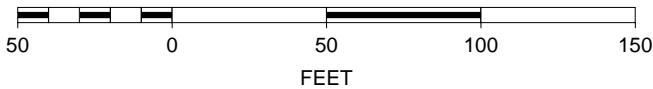
- City Limits
- Private Streets
- Streets
- Parcels
- Rivers

Aerials

- Parcels
- Street Names
- Aerials Hi-Res



SCALE 1 : 748



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CITY ATTORNEY

Council Meeting Date: March 5, 2013
Staff Report #: 13-033

Agenda Item #:F-2

REGULAR BUSINESS: Adopt a Resolution Appropriating a Total of \$400,000 from the Below Market Rate Housing Fund for FY 2012-2013; Authorize the City Attorney and City Manager to Take All Steps Necessary to Resolve and Settle the Lawsuit Filed by the City of Menlo Park Against the Owners of 25 Riordan Place and the Mortgage Holder, And to Obtain Possession of the Property Located at 25 Riordan Place And Retain the Home in the City's BMR Program

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution amending the Fiscal Year 2012-2013 budget appropriating \$400,000 from the Below Market Rate Housing Fund to resolve and settle the lawsuit filed by the City of Menlo Park against the owners of 25 Riordan Place, Ma Theresa Sylvia R. Salcedo and Jeremy Salcedo, and the mortgage holder, Wells Fargo Bank, N.A., and to authorize the City Attorney and the City Manager to obtain possession of the property located at 25 Riordan Place in order to retain the property in the City's BMR Program, including but not limited to executing documents to accept a deed for title to the property.

BACKGROUND

In September 2009, the City Council authorized the City Attorney's office to file a lawsuit to enforce the BMR deed restriction on a property in the City's BMR housing program. The lawsuit, entitled *City of Menlo Park v. Salcedo, et al.*, San Mateo County Superior Court; Case No. CIV 487703, concerns the BMR Agreement and deed restriction recorded on the property located at 25 Riordan Place ("Property"). The BMR Agreement was entered into by the City and the owners of the property, Ma Theresa Sylvia R. Salcedo and Jeremy I. Salcedo as part of the Salcedo's purchase of the property in August 1998.

The Salcedo's house is one of approximately 60 below market rate units in the City's program. The current restricted resale value of the property (City repurchase price) is approximately \$285,000. In 2009, the City discovered that the Salcedos had over-encumbered the property by refinancing their property based on the fair market value. The Salcedos refinanced their original loan and obtained three new loans:

1. One with Wells Fargo Bank in the amount of \$789,000,
2. A second loan on the property in the amount of \$170,000, and

3. A third loan in the amount of \$95,000.

Taken together, the Salcedos encumbered the property in excess of \$1,000,000, despite being aware of the fact that their property had a restricted value of only \$281,809. As set forth in the BMR Agreement, the Salcedos were not allowed to refinance the property without approval from the City. The Salcedos never approached the City with regards to the refinancing.

The City Attorney's Office filed a lawsuit on behalf of the City with the goal of retaining the unit in the BMR program. The lawsuit sought specific performance of the deed restriction, which requires the Salcedos to sell the property back to the City at the restricted value. In addition, the lawsuit included:

1. Causes of action against the beneficiaries of the three loans on the property, seeking a declaration from the court that the three loans secured by the property were prohibited to the extent that they over-encumbered the property.
2. A declaration from the court that the remaining secured debts of the Salcedos that have been recorded on the property be declared unsecured debts once the City becomes the owner of the property.
3. A cause of action against the lenders for intentionally interfering with the City's agreement with the Salcedos and seeking damages from the lenders if the City is not able to maintain the property its BMR program.

Litigation and Settlement Agreement

The lenders on the Property all tendered the defense of the lawsuit to their respective title insurance companies, who, in turn, hired defense counsel who vigorously litigated the lawsuit. Since September 2009, the City has been involved in extensive legal proceedings with the lender defendants and the Salcedos.

In 2010, it was discovered that there had been an error in the recording of a corrective BMR Agreement back in 1998, when a former employee of the City recorded an outdated and inadequate version of the BMR Agreement. This created a number of legal issues that made the case much more complex and created some uncertainty about the ultimate outcome of the litigation.

On November 1, 2011, the Court granted the City's motion for summary judgment. In that order, the Court found that:

1. The lender defendants had notice of the BMR Agreement,
2. The BMR Agreement constituted a lien against the Property,
3. The BMR Agreement is senior to the liens of the lender defendants and that all defendants were subordinate to the City's lien,
4. The subsequent agreement entered into between City and the Salcedos dated November 10, 1998 is void and did not supersede the original BMR Agreement; and
5. The deeds of trust held by the lender defendants are subject to and subordinate to the BMR Agreement.

The lender defendants filed motions seeking reconsideration of the Court's order on the City's motion for summary judgment, and on April 30, 2012, the Court issued notice of intention to confirm its holding in the November 1, 2011. The order, however, requested that the City provide additional argument and basis for its ability to specifically enforce the BMR Agreement against the Salcedos prior to foreclosure by one of the lender defendants. Both the City and the lender defendants filed additional supplemental briefing on this issue. Additionally, all parties participated in a settlement conference on June 20th, 2012, before the Honorable Steven L. Dylina of the San Mateo County Superior Court. At that time, the lender defendants advised the City that they would appeal the court's judgment if and when entered. Although the matter did not settle, it was at that settlement conference that the City was finally able to make substantial headway with the other parties to resolve the matter.

Since the settlement conference, the City has reached a settlement agreement with the second note holders on the Property, the Cal West Beneficiaries, whereby the Cal West Beneficiaries fully reconveyed their note on the Property in exchange for \$0.00 from the City. (The holders of the third deed of trust had previously released their deed of trust against the property.) With the release of this note, the sole remaining note and lien against the property was held by Wells Fargo Bank, N.A.

The City has reached a tentative settlement with Wells Fargo Bank, N.A., which holds the first deed of trust on the Property, although junior to the City's lien, in the amount of \$400,000, whereby the City would pay that sum to Wells Fargo Bank in exchange for Wells Fargo Bank, N.A., reconveying and releasing its deed of trust recorded on the Property. Wells Fargo Bank, N.A., through this settlement, would be in effect releasing the property from its claim for an additional half a million dollars owed on the note encumbering the Property.

The City has also reached a tentative settlement with the Salcedos, whereby the Salcedos will vacate the house by May 1, 2013, and transfer their interests in the Property to the City by Grant Deed. In exchange, the City would agree not to seek recovery of its attorney's fees and costs against the Salcedos, and the City would agree to take the Property subject to the outstanding real property taxes due and owing on the Property of approximately \$18,500.

The amount to be paid to Wells Fargo Bank if settled for this sum, is more than the repurchase price of the Property as calculated under the BMR Agreement and more than the City can resell the unit through the BMR program to a new BMR buyer, but would preserve the unit located in the Vintage Oaks project in the City's BMR program.

IMPACT ON CITY RESOURCES

There are sufficient funds in the City's BMR fund to resolve the litigation and acquire title to the property. Once the City has title and possession, staff will determine if additional funds will be necessary to get the unit ready for resale in the City's BMR

program to another qualified purchaser. The City will receive a substantial amount of the costs of resolving this matter upon the resale of the property to another BMR owner.

POLICY ANALYSIS

It is the policy of the City to preserve and maintain all BMR units in the BMR program. Failure to take this action would result in the lender foreclosing on the property and the loss of the unit in the BMR program.

ENVIRONMENTAL REVIEW

The resolution of the lawsuit and obtaining title to the property is exempt from the California Environmental Quality Act (CEQA).

Signature on file
William L. McClure
City Attorney

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

RESOLUTION NO.

RESOLUTION APPROPRIATING A TOTAL OF \$400,000.00 FROM THE BELOW MARKET RATE HOUSING FUND FOR FY 2012-2013; AUTHORIZING THE CITY ATTORNEY AND CITY MANAGER TO TAKE ALL STEPS NECESSARY TO RESOLVE AND SETTLE THE CURRENT LAWSUIT FILED BY THE CITY OF MENLO PARK AGAINST THE OWNERS OF 25 RIORDAN PLACE AND THE MORTGAGE HOLDER, AND TO OBTAIN POSSESSION OF THE PROPERTY LOCATED AT 25 RIORDAN PLACE AND RETAIN THE HOME IN THE CITY'S BMR PROGRAM

The City of Menlo Park, acting by and through its City Council, having considered and been fully advised in the matter and good cause appearing therefore,

NOW BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of Menlo Park does hereby authorize amending the Fiscal Year 2012-2013 budget appropriating \$400,000.00 from the Below Market Rate Housing Fund to resolve and settle the current lawsuit filed by the City of Menlo Park regarding the property located at 25 Riordan Place and to preserve it in the BMR program; and hereby authorizes the City Attorney and the City Manager to take any and all actions necessary to obtain ownership of the house and retain it in the City's BMR program, and including but not limited to executing documents to accept a deed for title to the property.

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 fifth day of March, 2013, 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 fifth day of March, 2013.

Margaret S. Roberts, MMC
City Clerk

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From: [Mueller, Raymond D](#)
To: [McIntyre, Alex D](#); [Roberts, Margaret S](#)
Subject: 1976 Menalto
Date: Thursday, February 28, 2013 7:28:40 AM

i would like to discuss reconsideration of this appeal on next weeks agenda.

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PUBLIC WORKS DEPARTMENT

Council Meeting Date: March 5, 2013
Staff Report #: 13-032

Agenda Item #: F-4

REGULAR BUSINESS: Approve a Comment Letter on the Notice of Preparation of an Environmental Impact Report for the Peninsula Corridor Electrification Project

RECOMMENDATION

Staff recommends that the City Council approve a comment letter on the Notice of Preparation for an Environmental Impact Report (EIR) for the Peninsula Corridor Electrification Project

BACKGROUND

The Peninsula Joint Powers Board (Caltrain) currently runs commuter rail service along the peninsula. The current system utilizes traditional diesel locomotives to run the trains. In order to improve efficiency and reduce their reliance on fossil fuels, Caltrain has proposed a modification to electrify the corridor and run Electric Multiple Units (EMU) for the system. EMUs consist of self-propelled carriages that are powered by electricity. The electrification would include overhead catenary power lines that would provide power to the EMUs.

Caltrain originally released a draft EIR for the Electrification Project in 2004. Since, the project was never constructed and the EIR was over eight years old and included some outdated information, Caltrain decided to complete a new EIR for the project. The Notice of Preparation is the first step in the EIR process and allows the public the opportunity to provide input on concerns that should be addressed as part of the EIR.

Caltrain currently plans to complete the project by 2019 and has funds from numerous sources include Proposition 1A, Caltrain, and the San Mateo County Transportation Authority (Measure A).

ANALYSIS

The EIR will evaluate the electrification project, which includes poles, overhead power lines, and transformers throughout the corridor. The EIR will determine if the project has impacts on the environment and provide feasible mitigation measures for those impacts.

Staff has provided a draft letter as Attachment A that indicates the items that Menlo Park would specifically request be included in the EIR. The letter comments on concerns on several items including, but not limited to, trees, visual impacts, noise, grade separations, traffic impacts and safety. The letter also indicates that the electrification project should also consider High Speed Rail along the corridor in a

blended fashion utilizing only two tracks in Menlo Park or underground. The rail subcommittee reviewed and agreed to the topics included in the letter.

Since the electrified system will start and stop faster, the letter also requests additional stops for the Menlo Park Station. The additional stops should not interfere with the time for trains to travel along the corridor due to the efficiency of the EMUs.

Once approved by Council the final comment letter from City of Menlo Park's Mayor will be sent to Caltrain for inclusion in the public record for the EIR. The City will still have an opportunity to comment on the Draft EIR when it is released, likely later this year.

IMPACT ON CITY RESOURCES

The Electrification Project has no direct commitments of City resources. The project has, however implications for City resources:

- 1) As currently planned, construction would be partially funded by bonds paid off by direct draw-downs on the State general fund. Since cities, counties, schools, and many special districts, as well as many aspects of State government, compete for State funding when resources are limited, this funding mechanism could place the Electrification Project in competition for a share of the funding that Menlo Park receives.
- 2) Although design and construction of the project through Menlo Park would be Caltrains project's costs, Menlo Park would incur staff costs in coordinating the planning, design, and construction activities of the project.

POLICY ISSUES

Comments contained in the draft letter are consistent with prior actions taken by the City on Rail within Menlo Park and California High Speed Rail Project.

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. Draft letter to Caltrain commenting on the NOP for the Electrification EIR



Public Works Department

March 5, 2013

Peninsula Corridor Joint Powers Board (Caltrain)
Attn: Stacy Cocke, Senior Planner
1250 San Carlos Avenue.
P.O. Box 3006
San Carlos, CA 94070-1306

Subject: City of Menlo Park Comments on the Notice of Preparation (NOP) for the Peninsula Corridor Electrification Project Environmental Impact Report (EIR)

Dear Ms. Cocke.

The City of Menlo Park has continued concerns about Caltrain and High Speed Rail (HSR) sharing the tracks along the Peninsula. The electrification of the corridor is a first step toward the future of Caltrain, but also the blended approach with HSR. The EIR for the electrification project needs to reflect the probability of the future use of the rail line with HSR and how all the components fit together.

The EIR should provide sufficient information to fully evaluate and reach a conclusion regarding the electrification of the corridor and its impacts and mitigation measures on Menlo Park. Caltrain should make all efforts to analyze alternates in order to avoid significant adverse impacts to the Peninsula area from electrification and the affects of a blended HSR.

The City is only interested in a two-track blended system in Menlo Park within the existing Caltrain right-of-way or the system in an underground configuration. The City is not interested in

1. Any system, which is on an elevated structure, and
2. Any system which would allow expansion to four-tracks for any phase of the project unless in an underground configuration.

The City of Menlo Park expects that each of the following items are clearly and fully studied, addressed and mitigated in the EIR:

*701 Laurel Street - Menlo Park, CA 94025
Phone: (650) 330-6740 - Fax: (650) 327-5497*

1. Traffic Analysis – The NOP for the electrification project indicates that there will be one additional train per hour per direction for a total of six trains during the peak hour in each direction. The additional trains will cause more gate downtime along the roadways intersection the tracks. The affect of the project needs to be fully analyzed and mitigated. The mitigation should not include the closure of any crossings, as a crossing closure would affect the public’s ability to move through the community and create its own significant impacts. All roadways that would be affected by additional traffic delay need to be analyzed including any roadways that may experience additional traffic due to delay and rerouting.
2. Ridership Estimates – Ridership is the foundation for rail infrastructure planning which drives key decisions and system costs. It is critically important for determining the appropriate level of service for the system and the overall revenue associated with the system. The EIR should include new information regarding ridership along the corridor including HSR. The City of Menlo Park recommends a new demand model be developed by an independent group.
3. Blended System – The EIR should include an analysis of the blended system of Caltrain and HSR. The system should only include two tracks within Menlo Park unless in an underground configuration. The “blended” approach meets the goals of Caltrain and HSR, while minimizing the impacts to Menlo Park’s downtown area and to the overall character of the community. The City is also firmly opposed to Caltrain transferring any real estate interest or lead agency status to the HSR Authority.
4. Grade Separation – It is unclear if grade separations will be necessary to mitigate the any impacts of the Electrification project. If grade separations are proposed, then a detailed analysis of the potential impacts at each roadway crossing needs to be included. Grade separations on the Caltrain mainline will create impacts due to the constrained nature of the development in Menlo Park. One likely alternative for grade separation would include raising the tracks. This particular alternative has another unique issue of creating a “wall effect” within the community and dividing the City. As stated earlier Menlo Park is strongly opposed to raising the tracks and only supports a two track system or an underground system. Menlo Park would be willing to discuss a grade separation at Ravenswood, but the City would need to maintain full authority over the design.
5. Historic Structure(s) – The City of Menlo Park Caltrain station has been listed on the National Register of Historic Places since 1974. The impacts to the existing train station need to be analyzed in the EIR. The EIR should clearly analyze the impacts to this structure along with any other historic structures that may be impacted by the project and provide mitigation measures to address any impacts.
6. Aesthetics –The appearance of overhead electric power supply for the trains, including the wires, supporting poles, mast arms and insulations, is a matter of significant concern. The poles should be the least intrusive types of poles and the design should

be aesthetically pleasing. The EIR needs to analyze the impacts associated with electrification of the system for all vertical and horizontal alignments. If the system becomes completely electrified, the EIR should consider the relative impacts of diesel vs. Hybrid vs. all electric engines for freight trains running on the corridor.

7. Trees – The poles and wires will affect numerous trees along the corridor. Care should be taken to avoid as many trees as possible for the project. The EIR should indicate all trees that will need to be removed, their species, health, size and why the design cannot be modified to allow the tree to remain. If any trees are proposed to be removed, a full replacement schedule should be provided with locations, species, size and number of replacement trees.
8. View Corridors – The poles and wires will have an effect on the view corridors in many areas of the City. The beautiful natural surroundings in the area add to the vibrancy of the community. These views are important to the overall look and feel of the community. A full analysis of these impacts and mitigations measures needs to be included.
9. Noise and vibration mitigation – The EIR needs to include a noise and vibration analysis. The additional noise and vibration caused by the project needs to be clearly stated and addressed. Any noise and/or vibration impacts need to be mitigated as part of the project. Such measures should be included as integral components of the project. These measures should not create other impacts such as construction of a sound wall that might divide the City and adversely affect the residential character of the community.
10. Freight – Menlo Park is concerned about the current and increased freight traffic using the Caltrain mainline and its impact on residents and traffic in the area. Freight traffic and its impacts on the community should be clearly analyzed and mitigated as part of the EIR. The potential increase in freight is not only related to Caltrain, but a function of the HSR project due to amenities proposed as part of these projects.
11. Property Impacts – The EIR needs to analyze the impacts to any properties that may be affected by the project. The impacts due to the project such as noise, vibration, and aesthetics will have wide reach and affect many properties adjacent to and further from the system. The specific distance should be based on the increased impacts and how far they may reach and could vary based on terrain and the specifics of the area.
12. Construction Impacts – The construction of the project would create many impacts within the City of Menlo Park. The construction may cause traffic diversion, construction noise, etc. The affect of the construction on residents and businesses needs to be clearly analyzed, both physical and financial. Many businesses cannot remain closed for extended periods and be viable. The affect on the businesses could create an economic impact on the City that needs to be clearly addressed in the EIR.
13. Existing Crossings – The current pedestrian, bicycle and vehicular crossing of the current Caltrain tracks are essential for the movement of people and goods. Caltrain

needs to commit to maintaining all of the current crossings completely open with no closures. At a minimum, the crossings need to continue to operate with the same level and types of traffic as they do today. Beyond the current crossings, Caltrain should resolve to increase connectivity across the railroad tracks with better crossings, and more pedestrian and bicycle crossings.

14. Safety – The safety of the electric wires and poles needs to be thoroughly analyzed and mitigated in the EIR. Also, the safety of adjacent and nearby neighbors and how the wires may affect the safety in the yards. Also, any changes in property rights and regulations for adjacent and nearby property owners due to the wires and poles such as the affect on current swimming poles, prohibition on new swimming pools or further yard setbacks for construction. Also, will the electrification components increase safety concerns with relation to a disaster such as an earthquake. These issues need to be addressed in the EIR.
15. Caltrain Service Levels – The project is intended to provide a better level of service for Caltrain. The project should address what type of increased service will be provided including an increase in service for the Menlo Park Caltrain station. The community will likely have impacts associated with the project and with the increase in the number of trains and the ability for the electrified trains to start and stop more quickly, increased service needs to be provided.

Finally, the City of Menlo Park would reiterate the concerns raised above and the fact that this information is necessary to make an informed decision on the project. The City expects to have these items addressed as part of the EIR for the project and looks forward to a continued discussion with Caltrain. The City will continue to participate in the EIR process to review any impacts and proposed mitigation measures within Menlo Park.

Sincerely,

Peter Ohtaki
Mayor

Cc: Members of the City Council
City Manager
City Attorney
Assistant City Manager
Public Works Director



ADMINISTRATIVE SERVICES

Council Meeting Date: March 5, 2013
Staff Report #: 13-025

Agenda Item #: I-1

INFORMATION ITEM: Review of the City's Investment Portfolio as of December 31, 2012

This is an information item and does not require Council action.

BACKGROUND

The City's investment policy requires a quarterly investment report, which includes all financial investments of the City and provides information on the investment type, value and yield for all securities. The report also provides Council an update on the cash balances of the City's various funds.

ANALYSIS

Investment Portfolio as of December 31, 2012

Various reports are prepared monthly by Cutwater Asset Management, the City's investment advisory firm, and are attached to this staff report. The "Recap Of Securities Held" confirms that the historical (book) value of the total portfolio at the end of December was over \$90.9 million. The portfolio includes the General Fund, Water Fund, Special Revenue Funds, Successor Agency Funds, Capital Project Fund and Measure T General Obligation (GO) bond proceeds. Funds are invested in accordance with the City Council policy on investments using safety, liquidity and yield as selection criteria. Approximately \$45.5 million (50.1 percent) is invested in the State investment pool, the Local Agency Investment Fund (LAIF). LAIF is considered a safe investment and it provides the liquidity of a money market fund. Of the remaining \$45.4 million, \$17.7 million (19.4 percent) is invested in short-term Federal agency issues (U.S. Instrumentality), \$5 million (5.5 percent) in U.S. Treasury securities, \$20.2 million (22.2 percent) in medium-term corporate notes, and \$2.5 million (2.8 percent) in high-grade commercial paper. All the mentioned securities are prudent short-term investments, since they generally bear a higher interest rate than LAIF, provide investment diversification and remain secure investment instruments.

At the end of December, the fair value (market value) of the City's securities was over \$178,000 *higher* than the amortized historical cost which is referred to as an unrealized gain. This is a slight increase in the unrealized gain from the beginning of the fiscal year (\$160,000). Fair value fluctuates from one period to another depending on the supply and demand for bonds and securities at a particular point in time. Therefore,

there is often a difference between the historical cost (the value at the time of purchase) and the fair value (the value of the same security at a specific date), creating an unrealized gain or loss. Since the City's portfolio is fairly short-term in nature and the City generally holds the securities to maturity in order to avoid market risk, the information on the unrealized gain is significant only for reporting at the end of the fiscal year.

Current Market Conditions

The U.S. economy weakened during the fourth quarter of 2012, decreasing by 0.2 percent due largely to a reduction in defense spending and weather-related disruptions. This is in contrast to the increase of 3.1 percent growth during the third quarter of 2012 and the 1.3 percent growth during the second quarter. However, over all of 2012, the economy expanded by 2.2 percent compared to a 1.8 percent increase during 2011. Personal consumption increased by only 0.5 percent during the quarter. The growth was mostly due to rising home values, lower gasoline prices and holiday shopping. Congress passed a budget agreement to stave off any potential economic harm from the "fiscal cliff". The bill, which the President signed into law, continued expanded unemployment benefits, made permanent tax cuts for most households and allowed the 2 percent payroll tax cut to expire. In addition, automatic spending cuts were delayed until March 2013. During 2012, the unemployment rate dropped from 8.3 percent in January to 7.8 percent at the end of December. There were 155,000 jobs added during December, which is consistent with the 153,000 monthly average gains throughout both 2012 and 2011. However, the unemployment rate is still too high to allow a further boost to economic growth. Until larger employment increases happen, the pace of U.S. economic recovery will continue to be slow.

The Federal Open Market Committee (FOMC) met in October and December during the last quarter to discuss monetary policy and the most recent meeting was January 29-30th. With the economic recovery still in a tenuous position, the FMOc determined that the federal funds rate would remain at the current near-zero level at least through mid-2015. The FOMC anticipates this rate is appropriate while the unemployment rate remains above 6.5 percent. It will continue purchasing additional agency mortgage-back securities at a pace of \$40 billion per month and longer-term Treasury securities at a pace of \$45 billion per month. It is still anticipated that these actions will continue to put a downward pressure on longer-term interest rates, support mortgage markets, and help improve other financial conditions. Therefore, it is expected that the low yields on U.S. Treasuries and other safe investments will continue for at least the next two years. The FMOc meets again on March 19th.

Investment Yield

The annualized rate of return for the City's portfolio shown on the performance summary as of December 31, 2012, prepared by Cutwater, is 0.49 percent, net of fees. This rate of return is higher than the rate of the 2-year Treasury-Note (12-month trailing)

of 0.28 percent and the rate of return earned through LAIF over the past quarter of 0.33 percent.

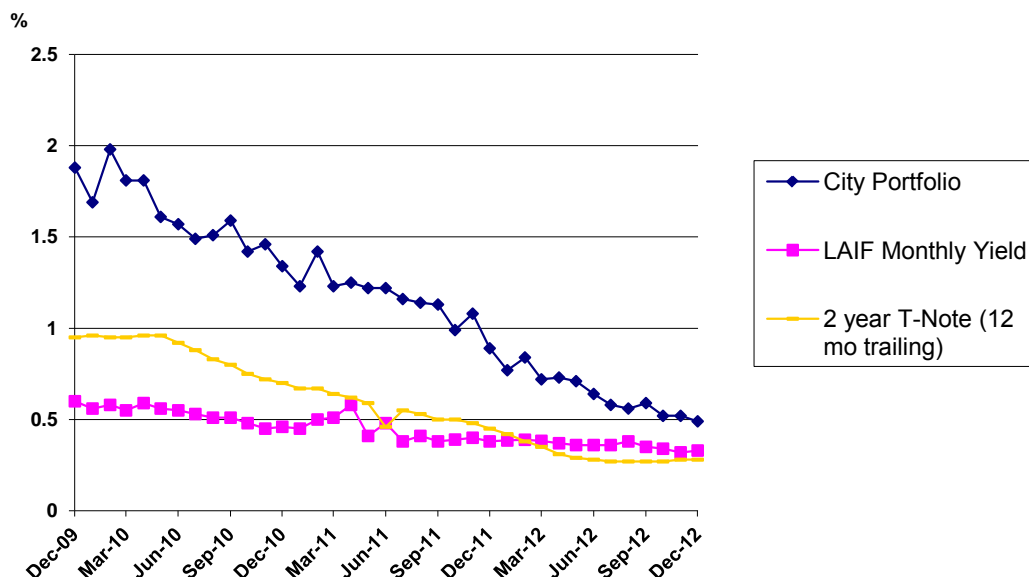
Over the fourth quarter of 2012, investment yields saw various changes for short-term bonds and long-term bonds. However, over the past year, longer-term securities of over 3 years have decreased due to, in part, the FMOC's continuing plan to purchase the longer-term securities. Therefore, investment opportunities in Treasuries continue to be unattractive and only bonds with durations of 5 years or more offer a higher yield than LAIF. The difference can be seen by the change in U.S. Treasuries rates:

<u>Term</u>	December 31,	September 30,	December 31,
	<u>2011</u>	<u>2012</u>	<u>2012</u>
3-month	0.01	0.09	0.04
6-month	0.06	0.13	0.11
2-year	0.45	0.23	0.28
5-year	0.83	0.63	0.72
10-year	1.88	1.63	1.76
30-year	2.98	2.82	2.95

As previously stated, 50 percent of the portfolio resides in the City's LAIF account yielding 0.33 percent for the quarter ending December 31, 2012. Since the City does not need all of its funds to be liquid, investments in U.S. Treasury, agency, corporate notes and commercial paper are made in an effort to enhance yields. Of the higher yielding investments that were purchased through early 2008, the last remaining one matured on October 19, 2012. The difference between the yields earned in the City's portfolio and those earned from LAIF have been decreasing significantly over the last four years. Since the City no longer holds any of the higher yielding investments purchased before 2009, the portfolio's yields will not be much higher than the yields earned from LAIF. Considering that the Fed's Fund rate will remain low at least through 2015, this trend will continue for some time.

The City's account with LAIF is still near the \$50 million maximum holding permitted by LAIF in a single agency account. With the completion of the Due Diligence Report for the Low to Moderate Income Housing funds, the City (as the successor agency to the former CDA) transferred almost \$5.6 million in the former agency's housing fund to the County on December 21, 2012. The remaining amount of unencumbered fund balances of the former Community Development Agency (CDA) consists of the Non-Housing portion. Once the State Department of Finance approves the Due Diligence Report for the Non-housing funds, the City will transfer over \$13 million to the County Controller's Office, within the first quarter of 2013. Over the past three quarters, the yields on 2-year Treasuries have fallen below those available with LAIF. When the City forwards the funds to the County, the City's LAIF account will no longer be maximized and staff will have more flexibility in reinvesting excess funds.

Comparative Rates of Return



Fees paid to Cutwater (totaling \$8,948 for the quarter ended December 31, 2012) are deducted from investment earnings before calculating the City’s net rate of return. Staff continues to work with the City’s investment advisors to meet the City’s investment objectives and rearrange the portfolio for maximum yield.

Investment Transactions in the Fourth Quarter

With the City’s LAIF account continuing to be near the maximum holding amount permitted, staff has been trying to purchase new short-term investments as others are called or matured. There continue to be few qualified investment opportunities with the same or higher yields than LAIF. Therefore, staff has been researching other alternatives (within the guidelines of the City’s Investment Policy) for investing the City’s excess funds. During the fourth quarter, the City re-invested \$13.5 million by purchasing commercial paper from ING Funding and six corporate bonds from various highly-rated corporations. These purchases were made to reinvest funds from \$12.95 million in securities that matured or were called during the period. The purchased securities offered slightly higher yields than those available with LAIF and T-Notes and provide some diversity to the City’s portfolio.

With longer-term purchases made to add some slightly-higher yielding instruments and support a higher weighted average duration of the total portfolio, the average number of days to maturity in the City’s portfolio increased during the fourth quarter. The average number of days to maturity of the City’s portfolio as of December 31, 2012 is 300 days as compared to 203 days as of September 30, 2012. The average life of securities in LAIF’s portfolio as of December 31, 2012 was 208 days. There were \$3 million in callable investments that were called during the quarter, but no securities purchased

during the quarter were callable. Callable investments provide a slightly higher yield because of the added risk of being called prior to maturity, however there were no attractive callable securities available during the fourth quarter. Of the \$17.5 million of agency bonds currently held in the City’s portfolio, six are callable agency bonds with a par value of \$12.5 million.

Investments that matured, were called or purchased during the period of October 1, 2012 through December 31, 2012 are shown in the schedule below:

<u>Date</u>	<u>Transaction</u>	<u>Description</u>	<u>Term</u>	<u>% Yield</u>	<u>Principal</u>
10/02/12	Purchase	GE Capital	2.75 yrs	0.92	\$1,013,000
10/10/12	Maturity	TIAA Global Market	1.75 yrs	1.04	\$ 950,000
10/15/12	Maturity	CP – Kells Funding	0.50 yrs	0.58	\$3,000,000
10/16/12	Maturity	New York Life	2.25 yrs	1.30	\$1,000,000
10/16/12	Purchase	Google Inc	3.75 yrs	0.62	\$1,000,000
10/19/12	Maturity	GE Capital	4.75 yrs	4.49	\$1,500,000
10/22/12	Purchase	Wells Fargo	2.00 yrs	0.56	\$2,000,000
10/23/12	Purchase	Berkshire Hathaway	2.25 yrs	0.56	\$3,000,000
11/07/12	Call	FNMA	1.00 yr	1.00	\$3,000,000
11/07/12	Purchase	CP - ING Funding	0.50 yrs	0.46	\$2,500,000
11/08/12	Maturity	CP – Rabobank	0.50 yrs	0.50	\$1,500,000
11/09/12	Purchase	IBM Corp	3.75 yrs	0.89	\$2,000,000
12/14/12	Maturity	CP – Standard Charter	0.75 yrs	0.73	\$2,000,000
12/19/12	Purchase	3M Company	4.50 yrs	0.84	\$2,000,000

As previously stated, staff continues to acquire mostly short-term bonds so as not to be holding too many low yielding securities when interest rates eventually start to increase.

Cash and Investments by Fund

Overall, the City’s investment portfolio increased by over \$1.2 million in the fourth quarter of 2012. The schedule below lists the change in cash balance by fund type.

Fund/Fund Type	Cash Balance	Cash Balance		%
	as of 12/31/12	as of 09/30/12	Difference	Change
General Fund	20,233,899	15,468,802	4,765,097	30.80%
Bayfront Park Maintenance Fund	729,132	751,393	(22,261)	-2.96%
Recreation -in-Lieu Fund	565,469	501,788	63,681	12.69%
Other Expendable Trust Funds	1,003,950	925,672	78,278	8.46%
Transportation Impact Fee Fund	2,839,574	2,949,982	(110,408)	-3.74%
Garbage Service Fund	865,553	704,817	160,736	22.81%
Parking Permit Fund	2,913,035	2,653,252	259,783	9.79%
BMR Housing Fund	5,163,456	5,117,436	46,020	0.90%
Measure A Funds	1,107,973	957,871	150,102	15.67%
Storm Water Management Fund	225,775	116,385	109,390	93.99%
Successor Agency Funds	14,857,505	21,404,845	(6,547,340)	-30.59%
Measure T Funds	295,314	298,587	(3,273)	-1.10%
Other Special Revenue Funds	9,118,234	10,093,894	(975,660)	-9.67%
Capital Project Fund- General	11,265,144	9,352,757	1,912,387	20.45%
Water Operating & Capital	14,904,289	14,724,722	179,567	1.22%
Debt Service Fund	1,452,729	546,116	906,613	166.01%
Internal Service Fund	3,318,479	3,063,565	254,914	8.32%
Total Portfolio of all Funds	90,859,510	89,631,884	1,227,626	1.37%

Cash and investment holdings in the General Fund increased due to the receipt of over \$5.5 million in property tax revenue. The next receipt of property tax revenues will be in April 2013. The General Capital Project fund increased due to payments from Facebook (\$1.1 million) and Stanford (\$1.2 million) per development agreements.

The Successor Agency Funds decreased as the City transferred almost \$5.6 million in the remaining unencumbered fund balance for the Low and Moderate Income Housing Fund to the County in December. In addition, over \$880,000 was sent to BNY Mellon for the former Community Development Agency debt service payment. The increase for the Storm Water Management Fund was due to special assessment revenues collected in December. In Other Special Revenue Funds, the Highway Users Tax Fund decreased due to payments made totaling almost \$1 million. These payments were related to expenses of the Street Resurfacing Capital Improvement Project.

The City's Debt Service Funds increased due to property tax revenues received in December 2012. Debt service payments for the City's general obligation bonds were due January 31, 2013.

IMPACT ON CITY RESOURCES

Due to the liquidity of LAIF accounts, the City has more than sufficient funds available to meet its expenditure requirements for the next six months.

POLICY ISSUES

The City and the Successor Agency funds are invested in full compliance with the City's Investment Policy and State Law, which emphasize the following criteria, in the order of importance: safety, liquidity and yield.

ENVIRONMENTAL REVIEW

This report is not subject to the California Environmental Quality Act (CEQA).

Signature on file

Geoffrey Buchheim
Financial Services Manager

ATTACHMENT

- A. Cutwater Investment Reports (attachment) for the period of December 1, 2012 – December 31, 2012, including:
- Fixed Income Market Review for the month of December;
 - Activity and Performance Summary (amortized cost basis and fair market value basis);
 - Recap of Securities Held;
 - Maturity Distribution of Securities Held;
 - Securities Held (detail); and
 - Governmental Accounting Standards Board (GASB) 40 Deposit and Investment Risk Disclosure

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CITY OF MENLO PARK

Report for the period December 1, 2012 - December 31, 2012

Please contact Accounting by calling the number above or email camreports@cutwater.com with questions concerning this report.

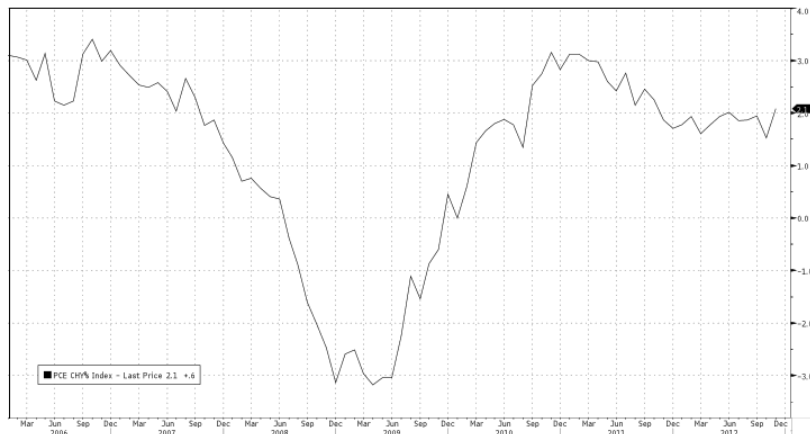
(This report was prepared on January 4, 2013)

Fixed Income Market Review December 31, 2012

U.S. Personal Consumption Expenditures

Chart 1

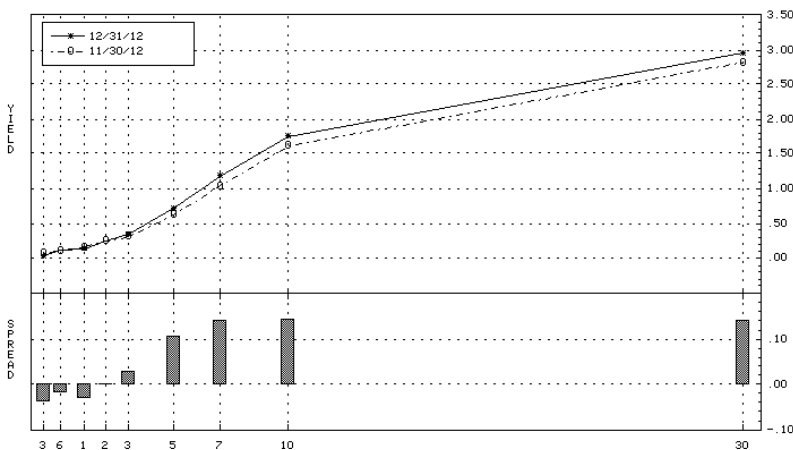
01/01/06 - 11/30/12



Treasury Yield Curves

Chart 2

11/30/12 - 12/31/12



Economic Indicators & Monetary Policy – The U.S. economy appears to be strengthening due to consumer spending increases and a reduced threat of higher taxes. Purchases by consumers in November increased 0.4 percent, 2.1 percent year-over-year (Chart 1), as households purchased gifts for the holidays with minimal impact from superstorm Sandy. Consumer spending makes up about 70 percent of the economy.

Retail sales, an indicator of household spending, advanced 0.3 percent in November after a drop of 0.3 percent the previous month. Ten of 13 major categories showed increases. Car and light truck sales jumped in November as consumers returned to dealerships following Sandy. Light vehicles sold at a 15.5 million annual rate, the highest since 2008. The holiday shopping season started off with a bang as consumers spent 13 percent more during the Thanksgiving weekend than they had during the same period in 2011.

Congress passed a bipartisan budget agreement to reverse the potential economic harm from the so-called fiscal cliff, draconian tax increases, and spending cuts. The bill, which the President said he will sign into law, will make permanent the tax cuts for most households, continue expanded unemployment benefits, and delay automatic spending cuts for a couple of months. The 2 percent payroll tax cut will expire. Such an agreement helps dodge a recession that otherwise would result absent a deal. Congress must focus on raising the \$16.4 trillion debt ceiling by early February to prevent default.

At its latest meeting that ended on December 12th, the FOMC kept the federal funds target rate at a range of 0 to 0.25 percent. Exceptionally low rates are expected as long as the unemployment rate remains above 6.5 percent and inflation remains at or below the 2.5 percent target.

Yield Curve & Spreads – Treasury yields generally increased in December due to signs of economic strength and the possibility of a budget agreement.

At the end of December, the 3-month Treasury bill yielded 0.04 percent, 6-month Treasury bill yielded 0.11 percent, 2-year Treasury yielded 0.25 percent, 5-year Treasury yielded 0.72 percent, 10-year Treasury yielded 1.76 percent, and the 30-year Treasury yielded 2.95 percent. (Chart 2)

Additional Information
December 31, 2012

A current version of the investment adviser brochure, for Cutwater Investor Services Corp., in the form of the Firm's ADV Part 2A is available for your review. Please contact our Client Service Desk at 1-800-395-5505 or mail your request to:

Cutwater Investor Services Corp.
Attention: Client Services
113 King Street
Armonk, NY 10504

A copy of the brochure will be sent to you either by mail or electronically at your option.

In addition, a copy of the most recent version of the Firm's complete Form ADV can be downloaded from the SEC website at www.adviserinfo.sec.gov/.

**City of Menlo Park
Activity and Performance Summary
for the period December 1, 2012 - December 31, 2012**

Amortized Cost Basis Activity Summary

Beginning Amortized Cost Value		88,495,356.16
Additions		
Contributions	2,148,734.44	
Interest Received	78,444.81	
Accrued Interest Sold	0.00	
Gain on Sales	0.00	
Total Additions		2,227,179.25
Deductions		
Withdrawals	0.00	
Fees Paid	3,008.14	
Accrued Interest Purchased	9,611.11	
Loss on Sales	0.00	
Total Deductions		(12,619.25)
Accretion (Amortization) for the Period		(30,059.45)
Ending Amortized Cost Value		90,679,856.71
Ending Fair Value		90,858,380.37
Unrealized Gain (Loss)		178,523.66

Detail of Amortized Cost Basis Return

	Interest Earned	Accretion (Amortization)	Realized Gain (Loss)	Total Income
Current Holdings				
Cash and Equivalents	12,187.64	0.00	0.00	12,187.64
Commercial Paper	0.00	968.75	0.00	968.75
U.S. Treasury	3,597.84	(22.67)	0.00	3,575.17
U.S. Instrumentality	15,572.93	(6,516.41)	0.00	9,056.52
Corporate	38,947.13	(25,009.12)	0.00	13,938.01
Sales and Maturities				
Commercial Paper	0.00	520.00	0.00	520.00
Total	70,305.54	(30,059.45)	0.00	40,246.09

Annualized Comparative Rates of Return

	Twelve Month Trailing	Six Month Trailing	For the Month
Fed Funds	0.14 %	0.15 %	0.17 %
Overnight Repo	0.17 %	0.21 %	0.22 %
3 Month T-Bill	0.07 %	0.08 %	0.06 %
6 Month T-Bill	0.11 %	0.13 %	0.12 %
1 Year T-Note	0.17 %	0.18 %	0.15 %
2 Year T-Note	0.28 %	0.26 %	0.26 %
5 Year T-Note	0.76 %	0.68 %	0.70 %

Summary of Amortized Cost Basis Return for the Period

	Total Portfolio	Excl. Cash Eq.
Interest Earned	70,305.54	58,117.90
Accretion (Amortization)	(30,059.45)	(30,059.45)
Realized Gain (Loss) on Sales	<u>0.00</u>	<u>0.00</u>
Total Income on Portfolio	40,246.09	28,058.45
Average Daily Historical Cost	89,503,919.21	45,122,038.79
Annualized Return	0.53%	0.73%
Annualized Return Net of Fees	0.49%	0.66%
Annualized Return Year to Date Net of Fees	0.64%	0.97%
Weighted Average Effective Maturity in Days	300	599

**City of Menlo Park
Activity and Performance Summary
for the period December 1, 2012 - December 31, 2012**

Fair Value Basis Activity Summary

Beginning Fair Value		88,694,974.95
Additions		
Contributions	2,148,734.44	
Interest Received	78,444.81	
Accrued Interest Sold	0.00	
Total Additions		2,227,179.25
Deductions		
Withdrawals	0.00	
Fees Paid	3,008.14	
Accrued Interest Purchased	9,611.11	
Total Deductions		(12,619.25)
Change in Fair Value for the Period		(51,154.58)
Ending Fair Value		90,858,380.37

Detail of Fair Value Basis Return

	Interest Earned	Change in Fair Value	Total Income
Current Holdings			
Cash and Equivalents	12,187.64	0.00	12,187.64
Commercial Paper	0.00	1,845.00	1,845.00
U.S. Treasury	3,597.84	(3,477.00)	120.84
U.S. Instrumentality	15,572.93	(8,937.00)	6,635.93
Corporate	38,947.13	(40,717.58)	(1,770.45)
Sales and Maturities			
Commercial Paper	0.00	132.00	132.00
Total	70,305.54	(51,154.58)	19,150.96

Annualized Comparative Rates of Return

	Twelve Month Trailing	Six Month Trailing	For the Month
Fed Funds	0.14 %	0.15 %	0.17 %
Overnight Repo	0.17 %	0.21 %	0.22 %
3 Month T-Bill	0.12 %	0.14 %	0.12 %
6 Month T-Bill	0.19 %	0.24 %	0.24 %
1 Year T-Note	0.23 %	0.34 %	0.47 %
2 Year T-Note	0.29 %	0.50 %	0.35 %
5 Year T-Note	2.29 %	1.63 %	-3.90 %

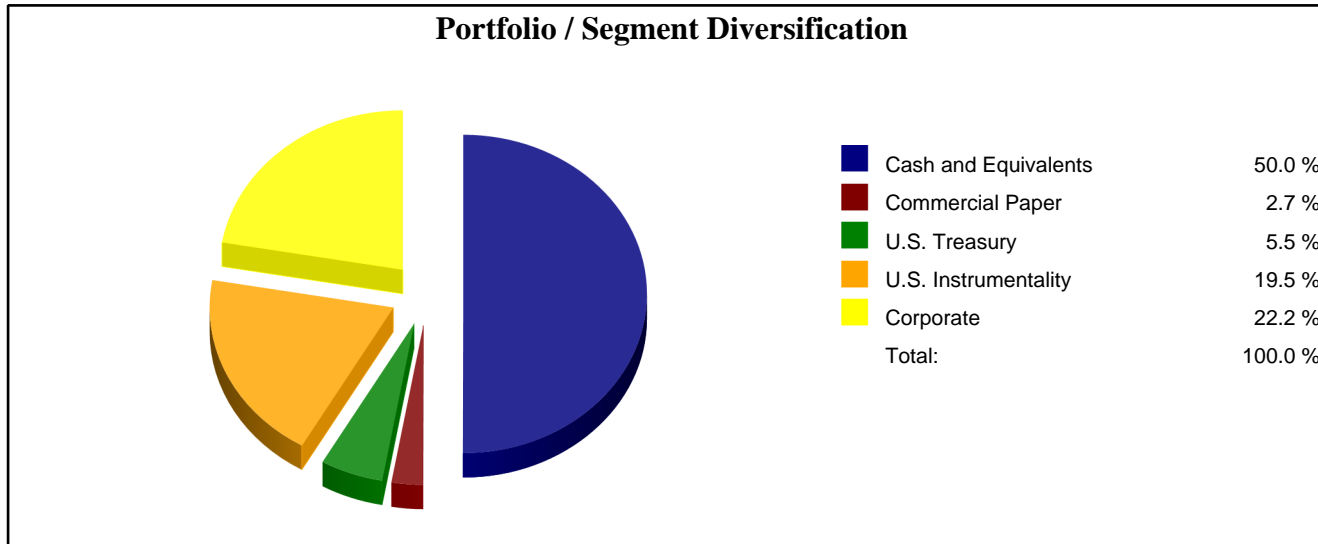
Summary of Fair Value Basis Return for the Period

	Total Portfolio	Excl. Cash Eq.
Interest Earned	70,305.54	58,117.90
Change in Fair Value	<u>(51,154.58)</u>	<u>(51,154.58)</u>
Total Income on Portfolio	19,150.96	6,963.32
Average Daily Historical Cost	89,503,919.21	45,122,038.79
Annualized Return	0.25%	0.18%
Annualized Return Net of Fees	0.21%	0.10%
Annualized Return Year to Date Net of Fees	0.59%	0.85%
Weighted Average Effective Maturity in Days	300	599

**City of Menlo Park
Recap of Securities Held
December 31, 2012**

	Historical Cost	Amortized Cost	Fair Value	Unrealized Gain (Loss)	Weighted Average Final Maturity (Days)	Weighted Average Effective Maturity (Days)	% Portfolio/Segment	Weighted Average Yield *	Weighted Average Market Duration (Years)
Cash and Equivalents	45,464,138.49	45,464,138.49	45,464,138.49	0.00	1	1	50.04	0.32	0.00
Commercial Paper	2,494,531.25	2,496,250.00	2,497,042.50	792.50	121	121	2.75	0.46	0.00
U.S. Treasury	5,010,468.76	5,013,638.35	5,053,203.00	39,564.65	542	542	5.51	0.84	1.46
U.S. Instrumentality	17,674,970.00	17,596,198.44	17,658,310.50	62,112.06	917	303	19.45	0.63	0.82
Corporate	20,215,401.85	20,109,631.43	20,185,685.88	76,054.45	931	931	22.25	0.92	2.47
Total	90,859,510.35	90,679,856.71	90,858,380.37	178,523.66	419	300	100.00	0.55	0.79

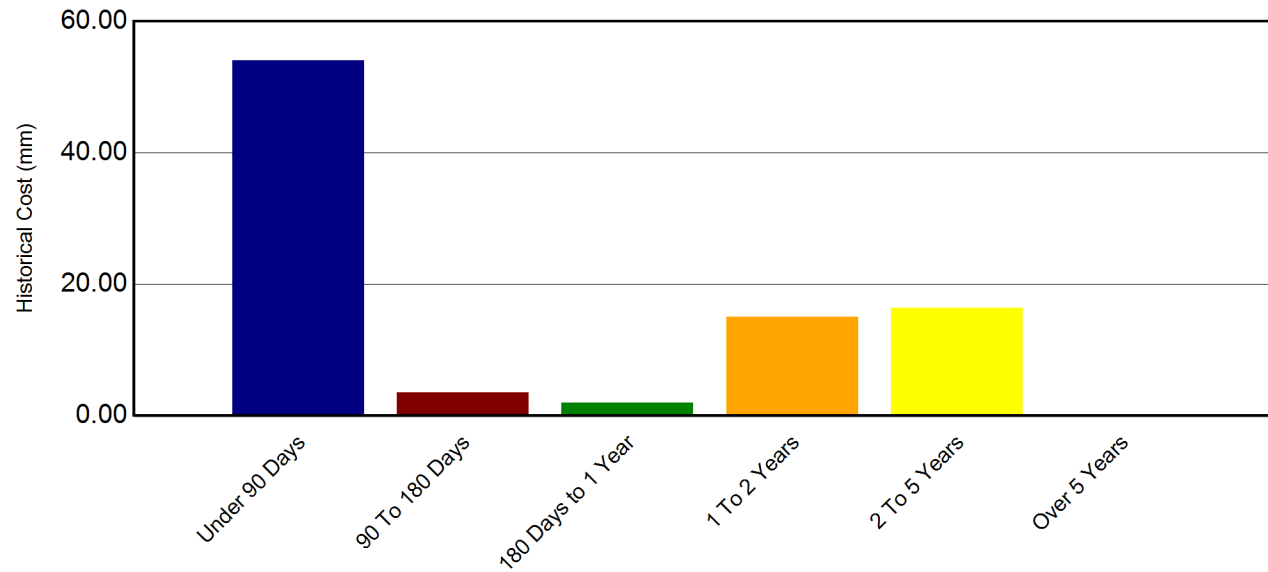
* Weighted Average Yield is calculated on a "yield to worst" basis.



**City of Menlo Park
Maturity Distribution of Securities Held
December 31, 2012**

Maturity	Historical Cost	Percent
Under 90 Days	53,988,598.49	59.42 %
90 To 180 Days	3,493,203.13	3.84 %
180 Days to 1 Year	1,985,781.25	2.19 %
1 To 2 Years	15,039,026.88	16.55 %
2 To 5 Years	16,352,900.60	18.00 %
Over 5 Years	0.00	0.00 %
	90,859,510.35	100.00 %

Maturity Distribution



**City of Menlo Park
Securities Held
December 31, 2012**

CUSIP/ Description	Purchase Date	Rate/ Coupon	Maturity/ Call Date	Par Value/ Shares	Historical Cost/ Accrued Interest Purchased	Amortized Cost/ Accretion (Amortization)	Fair Value/ Change In Fair Value	Unrealized Gain (Loss)	Interest Received	Interest Earned	Total Accrued Interest	% Port Cost	Yield	
Cash and Equivalents														
LAIF - City 98-19-22	12/31/12	0.324V		45,464,138.49	45,464,138.49	45,464,138.49	45,464,138.49	0.00	0.00	12,187.64	37,776.33	50.04	0.32	
					0.00	0.00	0.00							
TOTAL (Cash and Equivalents)				45,464,138.49	45,464,138.49	45,464,138.49	45,464,138.49	0.00	0.00	12,187.64	37,776.33	50.04		
					0.00	0.00	0.00							
Commercial Paper														
4497W0S17	11/07/12	0.000	05/01/13	2,500,000.00	2,494,531.25	2,496,250.00	2,497,042.50	792.50	0.00	0.00	0.00	2.75	0.46	
ING Funding					0.00	968.75	1,845.00							
TOTAL (Commercial Paper)				2,500,000.00	2,494,531.25	2,496,250.00	2,497,042.50	792.50	0.00	0.00	0.00	2.75		
					0.00	968.75	1,845.00							
U.S. Treasury														
912828QL7	04/12/11	0.750	03/31/13	1,000,000.00	998,671.88	999,835.60	1,001,602.00	1,766.40	0.00	638.74	1,916.21	1.10	0.82	
T-Note					0.00	57.26	(429.00)							
912828PL8	12/15/10	0.750	12/15/13	2,000,000.00	1,985,781.25	1,995,485.29	2,010,624.00	15,138.71	7,500.00	1,274.32	700.55	2.19	0.99	
T-Note					0.00	402.18	(470.00)							
912828RB8	08/25/11	0.500	08/15/14	1,000,000.00	1,003,046.88	1,001,658.11	1,004,336.00	2,677.89	0.00	421.20	1,888.59	1.10	0.40	
T-Note					0.00	(86.97)	78.00							
912828QX1	08/25/11	1.500	07/31/16	1,000,000.00	1,022,968.75	1,016,659.35	1,036,641.00	19,981.65	0.00	1,263.58	6,277.17	1.13	1.02	
T-Note					0.00	(395.14)	(2,656.00)							
TOTAL (U.S. Treasury)				5,000,000.00	5,010,468.76	5,013,638.35	5,053,203.00	39,564.65	7,500.00	3,597.84	10,782.52	5.51		
					0.00	(22.67)	(3,477.00)							
U.S. Instrumentality														
3133XW7L7	03/20/12	1.500	01/16/13	2,000,000.00	2,020,860.00	2,001,036.09	2,001,064.00	27.91	0.00	2,500.00	13,750.00	2.22	0.23	
FHLB					0.00	(2,141.26)	(2,086.00)							
31398A3G5	09/28/11	1.500	09/08/14	1,500,000.00	1,535,565.00	1,520,327.58	1,527,177.00	6,849.42	0.00	1,875.00	7,062.50	1.69	0.69	
FNMA					0.00	(1,024.64)	(681.00)							
3135G0HC0	Call	06/08/12	0.625	01/30/15	2,000,000.00	2,003,600.00	2,000,442.37	2,000,816.00	373.63	0.00	1,041.67	5,243.06	2.21	0.35
FNMA				01/30/13		0.00	(472.88)	(708.00)						
3136G0KG5	Call	06/05/12	0.625	06/04/15	2,000,000.00	2,001,400.00	2,000,996.71	2,006,474.00	5,477.29	6,250.00	1,041.67	937.50	2.20	0.59
FNMA				06/04/14		0.00	(59.53)	840.00						
3133XWNB1	09/28/11	2.875	06/12/15	1,500,000.00	1,606,845.00	1,570,440.31	1,591,936.50	21,496.19	21,562.50	3,593.75	2,276.04	1.77	0.92	
FHLB					0.00	(2,448.04)	(2,341.50)							
3135G0ML4	Call	07/16/12	0.650	07/16/15	2,500,000.00	2,500,000.00	2,500,000.00	365.00	0.00	1,354.17	7,447.92	2.75	0.65	
FNMA				01/16/13		0.00	0.00	(612.50)						

**City of Menlo Park
Securities Held
December 31, 2012**

CUSIP/ Description	Purchase Date	Rate/ Coupon	Maturity/ Call Date	Par Value/ Shares	Historical Cost/ Accrued Interest Purchased	Amortized Cost/ Accretion (Amortization)	Fair Value/ Change In Fair Value	Unrealized Gain (Loss)	Interest Received	Interest Earned	Total Accrued Interest	% Port Cost	Yield	
3134G3MK3 FHLMC	Call	02/24/12	1.000	02/24/16	2,000,000.00	2,010,200.00	2,005,846.51	2,013,822.00	7,975.49	0.00	1,666.67	7,055.56	2.21	0.74
				02/24/14		0.00	(432.56)	(142.00)						
3136FT3C1 FNMA	Call	03/05/12	1.000	12/05/16	2,000,000.00	1,996,500.00	1,997,108.87	2,015,900.00	18,791.13	10,000.00	1,666.66	1,444.44	2.20	1.04
				03/05/14		0.00	62.50	(2,100.00)						
3136FTM30 FNMA	Call	02/15/12	0.500V	02/15/17	2,000,000.00	2,000,000.00	2,000,000.00	2,000,756.00	756.00	0.00	833.34	3,777.78	2.20	0.50
				02/15/13		0.00	0.00	(1,106.00)						
TOTAL (U.S. Instrumentality)					17,500,000.00	17,674,970.00	17,596,198.44	17,658,310.50	62,112.06	37,812.50	15,572.93	48,994.80	19.45	
						0.00	(6,516.41)	(8,937.00)						

Corporate

36962G4X9 GE Capital		02/02/12	2.100	01/07/14	1,500,000.00	1,531,845.00	1,516,758.15	1,524,618.00	7,859.85	0.00	2,625.00	15,225.00	1.69	0.99
						0.00	(1,400.28)	(915.00)						
931142DA8 Wal-Mart		07/26/11	1.625	04/15/14	1,000,000.00	1,020,000.00	1,009,436.62	1,016,556.00	7,119.38	0.00	1,354.17	3,430.56	1.12	0.88
						0.00	(623.74)	(1,015.00)						
478160AX2 Johnson & Johnson		05/20/11	1.200	05/15/14	1,000,000.00	998,830.00	999,464.87	1,011,811.00	12,346.13	0.00	1,000.00	1,533.33	1.10	1.24
						0.00	33.25	(686.00)						
36962GX41 GE Capital		12/14/11	5.650	06/09/14	750,000.00	818,760.00	789,680.88	801,388.50	11,707.62	21,187.50	3,531.25	2,589.58	0.90	1.86
						0.00	(2,347.53)	(3,609.75)						
94974BET3 Wells Fargo		10/22/12	3.750	10/01/14	2,000,000.00	2,122,880.00	2,110,574.67	2,108,756.00	(1,818.67)	0.00	6,250.00	18,750.00	2.34	0.56
						4,375.00	(5,372.75)	(5,986.00)						
084664AT8 Berkshire Hathaway F		10/23/12	4.850	01/15/15	3,000,000.00	3,284,850.00	3,260,354.30	3,254,478.00	(5,876.30)	0.00	12,125.00	67,091.67	3.62	0.56
						39,608.33	(10,848.10)	(17,622.00)						
713448BX5 PEPSICO Inc		09/21/12	0.750	03/05/15	1,000,000.00	1,005,430.00	1,004,811.16	1,003,533.00	(1,278.16)	0.00	625.00	2,416.67	1.11	0.53
						333.33	(188.08)	(1,380.00)						
36962G5Z3 GE Capital		10/02/12	1.625	07/02/15	1,013,000.00	1,032,236.87	1,030,491.55	1,029,733.75	(757.80)	0.00	1,371.77	8,184.90	1.14	0.92
						4,115.31	(594.56)	2,339.02						
36962G4P6 GE Capital		09/21/12	1.073V	09/23/15	725,000.00	724,369.98	724,428.56	727,207.63	2,779.07	1,944.81	648.27	172.87	0.80	1.10
						0.00	17.80	1,750.15						
594918AG9 MICROSOFT CORP		07/26/11	1.625	09/25/15	1,000,000.00	1,003,400.00	1,002,227.20	1,028,952.00	26,724.80	0.00	1,354.16	4,333.33	1.10	1.54
						0.00	(69.25)	(254.00)						
38259PAC6 GOOGLE INC		10/16/12	2.125	05/19/16	1,000,000.00	1,053,370.00	1,050,235.38	1,043,929.00	(6,306.38)	0.00	1,770.84	2,479.17	1.16	0.62
						0.00	(1,261.99)	(4,432.00)						
459200GX3 IBM Corp		11/09/12	1.950	07/22/16	2,000,000.00	2,076,820.00	2,073,806.34	2,077,970.00	4,163.66	0.00	3,250.00	17,225.00	2.29	0.89
						11,591.67	(1,762.71)	74.00						
084670BD9 Berkshire Hathaway		02/02/12	1.900	01/31/17	1,500,000.00	1,528,050.00	1,522,916.47	1,550,097.00	27,180.53	0.00	2,375.00	11,954.17	1.68	1.51
						0.00	(476.46)	(1,077.00)						
88579YAE1		12/19/12	1.000	06/26/17	2,000,000.00	2,014,560.00	2,014,445.28	2,006,656.00	(7,789.28)	10,000.00	666.67	277.78	2.22	0.84

**City of Menlo Park
Securities Held
December 31, 2012**

CUSIP/ Description	Purchase Date	Rate/ Coupon	Maturity/ Call Date	Par Value/ Shares	Historical Cost/ Accrued Interest Purchased	Amortized Cost/ Accretion (Amortization)	Fair Value/ Change In Fair Value	Unrealized Gain (Loss)	Interest Received	Interest Earned	Total Accrued Interest	% Port Cost	Yield
3M Company					0.00	(114.72)	(7,904.00)						
TOTAL (Corporate)				19,488,000.00	20,215,401.85	20,109,631.43	20,185,685.88	76,054.45	33,132.31	38,947.13	155,664.03	22.25	
					60,023.64	(25,009.12)	(40,717.58)						
GRAND TOTAL				89,952,138.49	90,859,510.35	90,679,856.71	90,858,380.37	178,523.66	78,444.81	70,305.54	253,217.68	100.00	
					60,023.64	(30,579.45)	(51,286.58)						

V = variable rate, current rate shown, average rate for Cash & Equivalents

City of Menlo Park
GASB 40 - Deposit and Investment Risk Disclosure
December 31, 2012

CUSIP	Type	Coupon	Maturity Date	Call Date	S&P Rating	Moody Rating	Par Value / Shares	Historical Cost	% Portfolio Hist Cost	Market Value	% Portfolio Mkt Value	Weighted Avg Mkt Dur (Yrs)
<u>LAIF</u>												
	Cash and Equivalents	0.324	01/30/3100				45,464,138.49	45,464,138.49	50.04	45,464,138.49	50.04	0.00
ISSUER TOTAL							45,464,138.49	45,464,138.49	50.04	45,464,138.49	50.04	0.00
<u>FNMA</u>												
3135G0ML4	U.S. Instrumentality	0.650	07/16/2015	01/16/2013	AA+	Aaa	2,500,000.00	2,500,000.00	2.75	2,500,365.00	2.75	0.04
3135G0HC0	U.S. Instrumentality	0.625	01/30/2015	01/30/2013	AA+	Aaa	2,000,000.00	2,003,600.00	2.21	2,000,816.00	2.20	0.08
3136FTM30	U.S. Instrumentality	0.500	02/15/2017	02/15/2013	AA+	Aaa	2,000,000.00	2,000,000.00	2.20	2,000,756.00	2.20	0.12
3136FT3C1	U.S. Instrumentality	1.000	12/05/2016	03/05/2014	AA+	Aaa	2,000,000.00	1,996,500.00	2.20	2,015,900.00	2.22	1.17
3136G0KG5	U.S. Instrumentality	0.625	06/04/2015	06/04/2014	AA+	Aaa	2,000,000.00	2,001,400.00	2.20	2,006,474.00	2.21	1.42
31398A3G5	U.S. Instrumentality	1.500	09/08/2014		AA+	Aaa	1,500,000.00	1,535,565.00	1.69	1,527,177.00	1.68	1.66
ISSUER TOTAL							12,000,000.00	12,037,065.00	13.25	12,051,488.00	13.26	0.69
<u>T-Note</u>												
912828QL7	U.S. Treasury	0.750	03/31/2013		AA+	Aaa	1,000,000.00	998,671.88	1.10	1,001,602.00	1.10	0.25
912828PL8	U.S. Treasury	0.750	12/15/2013		AA+	Aaa	2,000,000.00	1,985,781.25	2.19	2,010,624.00	2.21	0.95
912828RB8	U.S. Treasury	0.500	08/15/2014		AA+	Aaa	1,000,000.00	1,003,046.88	1.10	1,004,336.00	1.11	1.62
912828QX1	U.S. Treasury	1.500	07/31/2016		AA+	Aaa	1,000,000.00	1,022,968.75	1.13	1,036,641.00	1.14	3.48
ISSUER TOTAL							5,000,000.00	5,010,468.76	5.51	5,053,203.00	5.56	1.46
<u>GE Capital</u>												
36962G4X9	Corporate	2.100	01/07/2014		AA+	A1	1,500,000.00	1,531,845.00	1.69	1,524,618.00	1.68	1.00
36962GX41	Corporate	5.650	06/09/2014		AA+	A1	750,000.00	818,760.00	0.90	801,388.50	0.88	1.39
36962G5Z3	Corporate	1.625	07/02/2015		AA+	A1	1,013,000.00	1,032,236.87	1.14	1,029,733.75	1.13	2.43
36962G4P6	Corporate	1.073	09/23/2015		AA+	A1	725,000.00	724,369.98	0.80	727,207.63	0.80	2.68
ISSUER TOTAL							3,988,000.00	4,107,211.85	4.52	4,082,947.88	4.49	1.74
<u>FHLB</u>												
3133XW7L7	U.S. Instrumentality	1.500	01/16/2013		AA+	Aaa	2,000,000.00	2,020,860.00	2.22	2,001,064.00	2.20	0.04
3133XWNB1	U.S. Instrumentality	2.875	06/12/2015		AA+	Aaa	1,500,000.00	1,606,845.00	1.77	1,591,936.50	1.75	2.38
ISSUER TOTAL							3,500,000.00	3,627,705.00	3.99	3,593,000.50	3.95	1.08
<u>Berkshire Hathaway Finance Cor</u>												
084664AT8	Corporate	4.850	01/15/2015		AA+	Aa2	3,000,000.00	3,284,850.00	3.62	3,254,478.00	3.58	1.92
ISSUER TOTAL							3,000,000.00	3,284,850.00	3.62	3,254,478.00	3.58	1.92

City of Menlo Park
GASB 40 - Deposit and Investment Risk Disclosure
December 31, 2012

CUSIP	Type	Coupon	Maturity Date	Call Date	S&P Rating	Moody Rating	Par Value / Shares	Historical Cost	% Portfolio Hist Cost	Market Value	% Portfolio Mkt Value	Weighted Avg Mkt Dur (Yrs)
ING Funding												
4497W0S17	Commercial Paper	0.000	05/01/2013		A-1	P-1	2,500,000.00	2,494,531.25	2.75	2,497,042.50	2.75	0.00
ISSUER TOTAL							2,500,000.00	2,494,531.25	2.75	2,497,042.50	2.75	0.00
Wells Fargo												
94974BET3	Corporate	3.750	10/01/2014		A+	A2	2,000,000.00	2,122,880.00	2.34	2,108,756.00	2.32	1.69
ISSUER TOTAL							2,000,000.00	2,122,880.00	2.34	2,108,756.00	2.32	1.69
IBM Corp												
459200GX3	Corporate	1.950	07/22/2016		AA-	Aa3	2,000,000.00	2,076,820.00	2.29	2,077,970.00	2.29	3.42
ISSUER TOTAL							2,000,000.00	2,076,820.00	2.29	2,077,970.00	2.29	3.42
FHLMC												
3134G3MK3	U.S. Instrumentality	1.000	02/24/2016	02/24/2014	AA+	Aaa	2,000,000.00	2,010,200.00	2.21	2,013,822.00	2.22	1.14
ISSUER TOTAL							2,000,000.00	2,010,200.00	2.21	2,013,822.00	2.22	1.14
3M Company												
88579YAE1	Corporate	1.000	06/26/2017		AA-	Aa2	2,000,000.00	2,014,560.00	2.22	2,006,656.00	2.21	4.38
ISSUER TOTAL							2,000,000.00	2,014,560.00	2.22	2,006,656.00	2.21	4.38
Berkshire Hathaway												
084670BD9	Corporate	1.900	01/31/2017		AA+	Aa2	1,500,000.00	1,528,050.00	1.68	1,550,097.00	1.71	3.90
ISSUER TOTAL							1,500,000.00	1,528,050.00	1.68	1,550,097.00	1.71	3.90
GOOGLE INC												
38259PAC6	Corporate	2.125	05/19/2016		AA	Aa2	1,000,000.00	1,053,370.00	1.16	1,043,929.00	1.15	3.26
ISSUER TOTAL							1,000,000.00	1,053,370.00	1.16	1,043,929.00	1.15	3.26
MICROSOFT CORP												
594918AG9	Corporate	1.625	09/25/2015		AAA	Aaa	1,000,000.00	1,003,400.00	1.10	1,028,952.00	1.13	2.67
ISSUER TOTAL							1,000,000.00	1,003,400.00	1.10	1,028,952.00	1.13	2.67

City of Menlo Park
GASB 40 - Deposit and Investment Risk Disclosure
December 31, 2012

CUSIP	Type	Coupon	Maturity Date	Call Date	S&P Rating	Moody Rating	Par Value / Shares	Historical Cost	% Portfolio Hist Cost	Market Value	% Portfolio Mkt Value	Weighted Avg Mkt Dur (Yrs)
<u>Wal-Mart</u>												
931142DA8	Corporate	1.625	04/15/2014		AA	Aa2	1,000,000.00	1,020,000.00	1.12	1,016,556.00	1.12	1.27
ISSUER TOTAL							1,000,000.00	1,020,000.00	1.12	1,016,556.00	1.12	1.27
<u>Johnson & Johnson</u>												
478160AX2	Corporate	1.200	05/15/2014		AAA	Aaa	1,000,000.00	998,830.00	1.10	1,011,811.00	1.11	1.36
ISSUER TOTAL							1,000,000.00	998,830.00	1.10	1,011,811.00	1.11	1.36
<u>PEPSICO Inc</u>												
713448BX5	Corporate	0.750	03/05/2015		A-	Aa3	1,000,000.00	1,005,430.00	1.11	1,003,533.00	1.10	2.15
ISSUER TOTAL							1,000,000.00	1,005,430.00	1.11	1,003,533.00	1.10	2.15

GRAND TOTAL

89,952,138.49 90,859,510.35 100.00 90,858,380.37 100.00 0.79

Highlighted totals are issuers representing 5.00% or more of the portfolio's market value

**City of Menlo Park
Securities Purchased
December 1, 2012 - December 31, 2012**

CUSIP/Description	Purchase Date	Rate/Coupon	Maturity/Call Date	Par Value/Shares	Unit Cost	Principal Cost	Accrued Interest Purchased	Yield
<u>Cash and Equivalents</u>								
LAIF - City 98-19-228	12/18/2012	0.324V		6,650,000.00	100.000	6,650,000.00	0.00	0.32
LAIF - City 98-19-228	12/31/2012	0.324V		950,000.00	100.000	950,000.00	0.00	0.32
TOTAL (Cash and Equivalents)				7,600,000.00		7,600,000.00	0.00	
<u>Corporate</u>								
88579YAE1 3M Company	12/19/2012	1.000	06/26/2017	2,000,000.00	100.728	2,014,560.00	9,611.11	0.84
TOTAL (Corporate)				2,000,000.00		2,014,560.00	9,611.11	
GRAND TOTAL				9,600,000.00		9,614,560.00	9,611.11	

V = variable rate, current rate shown, average rate for Cash & Equivalents

City of Menlo Park
Securities Sold and Matured
December 1, 2012 - December 31, 2012

CUSIP/ Description	Sale or Maturity Date	Rate/ Coupon	Maturity/ Call Date	Par Value/ Shares	Historical Cost	Amortized Cost at Sale or Maturity / Acct/ (Amort)	Sale/ Maturity Price	Fair Value at Sale or Maturity / Chg.In Fair Value	Realized Gain (Loss)	Accrued Interest Sold	Interest Received	Interest Earned	Yield
<u>Cash and Equivalents</u>													
LAIF - City 98-19- 228	12/21/2012	0.324V		5,400,000.00	5,400,000.00	5,400,000.00	100.00	5,400,000.00	0.00	0.00	0.00	0.00	0.32
						0.00		0.00					
TOTAL (Cash and Equivalents)				5,400,000.00	5,400,000.00	5,400,000.00		5,400,000.00	0.00	0.00	0.00	0.00	
						0.00		0.00					
<u>Commercial Paper</u>													
85324TME3 STANDARD CHARTE	12/14/2012	0.000	12/14/2012	2,000,000.00	1,989,280.00	2,000,000.00	100.00	2,000,000.00	0.00	0.00	0.00	0.00	0.73
						520.00		132.00					
TOTAL (Commercial Paper)				2,000,000.00	1,989,280.00	2,000,000.00		2,000,000.00	0.00	0.00	0.00	0.00	
						520.00		132.00					
GRAND TOTAL				7,400,000.00	7,389,280.00	7,400,000.00		7,400,000.00	0.00	0.00	0.00	0.00	
						520.00		132.00					

V = variable rate, current rate shown, average rate for Cash & Equivalents

**City of Menlo Park
Transaction Report
for the period December 1, 2012 - December 31, 2012**

Date	CUSIP	Transaction	Sec Type	Description	Maturity	PAR Value/Shares	Principal	Interest	Transaction Total	Balance
12/04/2012	3136G0KG5	Interest	INS	FNMA	06/04/2015	2,000,000.00	0.00	6,250.00	6,250.00	6,250.00
12/05/2012	3136FT3C1	Interest	INS	FNMA	12/05/2016	2,000,000.00	0.00	10,000.00	10,000.00	16,250.00
12/09/2012	36962GX41	Interest	COR	GE Capital	06/09/2014	750,000.00	0.00	21,187.50	21,187.50	37,437.50
12/12/2012	3133XWNB1	Interest	INS	FHLB	06/12/2015	1,500,000.00	0.00	21,562.50	21,562.50	59,000.00
12/14/2012	85324TME3	Maturity	CP	STANDARD	12/14/2012	2,000,000.00	2,000,000.00	0.00	2,000,000.00	2,059,000.00
12/15/2012	912828PL8	Interest	TSY	T-Note	12/15/2013	2,000,000.00	0.00	7,500.00	7,500.00	2,066,500.00
12/18/2012		Bought	CE	LAIF - City 98-19-22		6,650,000.00	6,650,000.00	0.00	(6,650,000.00)	(4,583,500.00)
12/19/2012	88579YAE1	Bought	COR	3M Company	06/26/2017	2,000,000.00	2,014,560.00	9,611.11	(2,024,171.11)	(6,607,671.11)
12/21/2012		Sold	CE	LAIF - City 98-19-22		5,400,000.00	5,400,000.00	0.00	5,400,000.00	(1,207,671.11)
12/23/2012	36962G4P6	Interest	COR	GE Capital	09/23/2015	725,000.00	0.00	1,944.81	1,944.81	(1,205,726.30)
12/26/2012	88579YAE1	Interest	COR	3M Company	06/26/2017	2,000,000.00	0.00	10,000.00	10,000.00	(1,195,726.30)
12/31/2012		Bought	CE	LAIF - City 98-19-22		950,000.00	950,000.00	0.00	(950,000.00)	(2,145,726.30)
Portfolio Activity Total										(2,145,726.30)

Net Contributions:	2,148,734.44
Net Withdrawals:	0.00

Fees Charged:	3,008.14
Fees Paid:	3,008.14

**City of Menlo Park
Securities Bid and Offer
for the period 12/1/2012 - 12/31/2012**

Trans	Settle	Description	Call Date	Broker	Par Value	Discount	Price	YTM/YTC	Competitive Bids
BUY	12/19/2012	MMM 1 06/26/2017		JPM	2,000,000		100.728	0.84	BAML - FHLB 1% 06/21/17 @ YTM 0.69 MS - FFCB 0.9% 06/08/17 @ YTM 0.70

**City of Menlo Park
Upcoming Cash Activity
for the next 45 days**

Date	Transaction	CUSIP	Description	Coupon	Maturity Date	Next Call Date	Par / Shares	Principal	Interest	Transaction Total
01/02/2013	Interest	36962G5Z3	GE Capital	1.625	07/02/2015		1,013,000.00	0.00	8,230.63	8,230.63
01/07/2013	Interest	36962G4X9	GE Capital	2.100	01/07/2014		1,500,000.00	0.00	15,750.00	15,750.00
01/15/2013	Interest	084664AT8	Berkshire Hathaway	4.850	01/15/2015		3,000,000.00	0.00	72,750.00	72,750.00
01/16/2013	Maturity	3133XW7L7	FHLB	1.500	01/16/2013		2,000,000.00	2,000,000.00	15,000.00	2,015,000.00
01/16/2013	Interest	3135G0ML4	FNMA	0.650	07/16/2015	01/16/2013	2,500,000.00	0.00	8,125.00	8,125.00
01/22/2013	Interest	459200GX3	IBM Corp	1.950	07/22/2016		2,000,000.00	0.00	19,500.00	19,500.00
01/30/2013	Potential Call	3135G0HC0	FNMA	0.625	01/30/2015	01/30/2013	2,000,000.00	2,000,000.00	6,250.00	2,006,250.00
01/31/2013	Interest	084670BD9	Berkshire Hathaway	1.900	01/31/2017		1,500,000.00	0.00	14,250.00	14,250.00
01/31/2013	Interest	912828QX1	T-Note	1.500	07/31/2016		1,000,000.00	0.00	7,500.00	7,500.00

END OF REPORTS



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For any questions concerning this report please contact accounting either by phone or email to camreports@cutwater.com.

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ADMINISTRATIVE SERVICES

Council Meeting Date: March 5, 2013
Staff Report #: 13-036

Agenda Item # I-2

**INFORMATION ITEM: Quarterly Financial Review of General Fund Operations
as of December 31, 2012**

This is an information item and does not require Council action.

BACKGROUND

In order to enhance public understanding and transparency in the City's fiscal communications, the City's Finance Committee has in recent years worked with staff to develop a periodic update to the Council of General Fund activity. The report format provides a quarterly review of General Fund operations of the fiscal year-to-date, allowing a comparison of the fund's revenues and expenditures with the budget and actual data of the prior year-to-date operations.

This report is the second quarterly financial update for the 2012-13 fiscal year. The first quarter's report, presented to Council on November 8th, noted that significant deviations in the City's cash flow from month to month made it difficult to identify major financial trends so early in the year. However, it was noted that most variations in revenues and expenditures relative to the budget (when compared to the prior year) were largely the result of the addition of redevelopment activity to the General Fund as of February 2012. Now that the 2011-12 audit is complete and two quarters of 2012-13 transactions have been recorded, a more reliable analysis of the adequacy of the current year's budget can be initiated. Although this report can be considered a pre-cursor of the Mid-Year Report for the General Fund, only a preliminary analysis has been made based on year-to-date transactions. The City's overall revenue and expenditure picture will be discussed in much greater detail in the Mid-Year Report, scheduled for consideration at the March 19th Council meeting. The Mid-Year Report will include an in-depth analysis of *all* funds and departmental activities, suggest budget revisions for the fiscal year, make necessary adjustments for increased development activities, and provide updated assumptions and projections for the General Fund's 10-year financial forecast.

ANALYSIS

Overview

The quarterly report format developed to apprise Council of the year-to-date status of the General Fund is shown as Attachment A. Revenues are categorized in the familiar budgetary format, except that revenues from "Use of Money & Property" have been broken down into the two components of "Interest Earnings" and "Rental Income". Expenditures are shown by department.

The first two columns (labeled B & C) show the adjusted budget and the audited actual amounts of General Fund revenues and expenditures for the fiscal year ended June 30, 2012. The format then provides comparisons with the prior fiscal year: three columns of budgetary comparison, three columns of year-to-date comparison, and three columns of comparison to an entire year's activity. These various perspectives are helpful because of the irregular cashflows associated with the City's revenues.

It is important to note that the Budget-to-Actual comparisons shown compare actual transactions through the second quarter of each year as compared to the *adjusted* budget as it stood on December 31st of each year. The only major budget revision typically recorded in the first half of each year is the carry-over of (expenditure) commitments funded in the prior year's budget (encumbrances). For fiscal year 2011-12, General Fund encumbrances from the prior year amounted to an additional \$419,900 for the expenditure budget, and in the current fiscal year, \$273,000 of commitments have been carried forward. The 2012-13 budget also reflects an appropriation of \$90,000 for the Belle Haven Neighborhood Visioning project, approved by the Council in September.

To the extent that General Fund operations do not vary greatly from year to year, this Budget-to-Actual *comparative* report provides a relatively simple update on the performance of revenues and the level of expenditures for the fiscal year-to-date.

Revenues

It is clear from this analysis that several major General Fund revenue sources do not provide for even distribution of receipts throughout the year. In fact, revenues are only properly reported at year end via accruals from subsequent months. For example, Franchise Fees are paid mostly in the fourth quarter, Utility Users' Taxes are received the month subsequent to the month they are collected, and Transient Occupancy Taxes (TOT) are not due until the month subsequent to the *quarter* in which they are assessed. In addition, although monthly allocations of Sales Taxes are received from the State, these are estimates based on unadjusted cash collections of the previous quarter. And due to the "triple flip", these allocations only account for 75 percent of the City's sales tax revenues; the remaining 25 percent is remitted in January and June. For all of these reasons, very few General Fund revenues are approximate to 50 percent of the years' budgets, even though the City is halfway through the fiscal year.

As a *percentage* of *budgeted* revenues received as of December 31st, General Fund revenues are coming in at a slightly faster pace (46.82 percent of budget) than in the prior fiscal year's 45.14 percent of budget. When compared with *actual* (audited) revenues that had been received this time last year (43.16 percent), revenues seem to be slightly ahead of target overall. However, this broad analysis incorporates many different revenue categories that vary (some significantly) from the prior year experience.

A total revenue increase (3.25 percent) is reflected in the current fiscal year's budget, as most revenues were expected to rise with the improving economy when compared to

2011-12. However, noteworthy decreases were projected in the categories of Interest Income and Intergovernmental Revenue. **Interest income** has become a less significant source of funds in the low-interest climate of recent years, and will continue to decline before stabilizing toward 2014. The decrease in **intergovernmental revenue** from expiration of the San Carlos (dispatch) contract in November 2011 will also become less significant in the last half of the fiscal year, offset with decreased costs in that service area. A reduction in **operating transfers in** to the General Fund is the result of the dissolution of the redevelopment agency, which, prior to February 2012, contributed approximately \$300,000 annually to the General Fund for administrative overhead.

Property tax revenues are projected to be slightly over 3.16 percent higher than in the prior fiscal year. However, thus far actual revenues in this category have exceeded the prior year amounts by 9.75 percent due to the receipt of one-time revenues that resulted from the disbursement of the prior redevelopment agency's uncommitted Housing fund balance (\$585,000). The City's share of the former agency's Non-housing fund balance is anticipated to be approximately \$1.38 million. Revisions to the budget for these non-recurring revenues will be made toward the end of the fiscal year. Also propping up current year property taxes is the receipt of \$243,000 in residual revenues from the former agency: once all funding of scheduled obligations and administrative fees have been paid, the County distributes remaining property tax increment to the area's various taxing agencies. This bi-annual distribution constitutes on-going property tax revenues and is included in the General Fund budget.

Property transfer taxes are a bit stronger than anticipated – nearly 7 percent higher than in the previous fiscal year through November. December receipts were also quite strong (not included in this report), so a midyear upward adjustment of \$40,000 is anticipated. However, other areas of property taxes (unsecured and supplemental taxes) are not performing as anticipated, so an offsetting decrease may be recommended.

From cash-based transaction reports, Menlo Park **sales tax** revenues are actually coming in 2.5 percent higher than in the prior year, but State allocations are still being adjusted downward due to the decreased results of the prior year. Because 2011-12 sales tax revenues were \$265,000 under budget, a slight downward adjustment may be recommended at mid-year.

The 13.15 percent increase forecasted for the City's **hotel tax (TOT)** revenues is largely the result of the 20 percent increase in the TOT rate at midyear (10 percent to 12 as approved by voters in November 2012, effective January 1 2013). Only the two quarters receipts (July 1- December 30) are reflected in this report. TOT revenues are up an average of 5.8 percent from the prior year at all of the City's hotel/motels, a result of improvement in the general economy. The need for a mid-year change in this revenue category is not evident at this time.

Utility Users Tax (UUT) receipts are significantly (3.73 percent) behind last year's pace. Although revenues from utilities other than Electric and Gas (Phone, Wireless,

Water and Cable) increased an average of 15 percent when compared to the quarter ending December 31, 2011, revenues from the two larger utilities have declined approximately 16 percent when compared to the same period. The cause of the decreased revenues appears to be milder weather, and slightly lower natural gas rates. Because these rates were anticipated to increase in 2012-13, a downward adjustment appears necessary for midyear. **Franchise fee** revenues have increased over the prior year, but this second quarter report reflects largely garbage franchise fees received through November for each comparative year, and one quarter (July – August) of cable franchise fees – a 7.6 percent increase. However, over 40 percent of franchise fees are for Gas and Electric utilities, paid in April *for the previous calendar year*. A downward trend may be anticipated based on the utility users tax, which shares a similar tax base.

Revenues in the **Charges for Services** category are impressively outpacing the same period last year, although the (adopted budget) forecast calls for a decrease in this category. Recreation fees alone are up \$607,000 when compared to last year, as the Community Services Department continues to fully utilize the City-owned facilities for recreational programs. The department is doing such a fine job in maximizing the use of these facilities that at times it is difficult to schedule a facility for administrative or other City functions. In addition, planning fee revenues are up \$59,000 (57 percent) when compared to the prior year as the volume of development application continues to rise. However, this increase was not anticipated in the current year's budget, and may be the result of inconsistent billing cycles creating cash flows that do not compare well with the prior year. Once second quarter costs have been accumulated and billed to applicants, Staff will have a clearer picture of these revenues, and an upward budget adjustment may be proposed with the mid-year analysis. One half of the City's annual administrative fee for handling the assets of the former redevelopment agency (\$125,000) is also included in Charges for Services; this fee was not reflected in the prior fiscal year until June 2012.

License and Permit revenues are much higher than for the same period last year, largely due to the annual revenue from the Facebook East Campus development (\$800,000), received in December. Building permit revenues have also increased over the prior year's second quarter by \$65,000 (nearly 7.2 percent); the budget for this category may require an increase, as the prior year budget was exceeded by \$265,000. Business License receipts are lower by \$20,000 when compared to the same quarter last year. However, this decrease was expected, as last year's effort to match businesses with State's records of business activities was successful in yielding 400 new licenses for the prior three years.

Again, the current year budget for **Intergovernmental Revenue** was decreased in anticipation of expiration of the dispatch services contract with the City of San Carlos. The entire effect of this expiration (\$235,000 in 2011-12) is reflected in this first half of the year. Also impacting this revenue category is lagging receipts from the state grant which funds the Belle Haven Child Development Center. In addition to a timing issue, the State has recently confirmed a reduction in the number of enrollment days that can

be supported by the grant. A mid-year adjustment will be proposed to reduce the grant revenue anticipated by \$130,000, and some offsetting cost reductions.

Revenues from fines are higher when compared to the same period last year due to an increase in Red Light and other traffic violations. Although the red light cameras were not operational for several months starting in November, receipts on previous violations remained strong. Receipts for parking fines were somewhat decreased, but no major changes to this budget category are anticipated.

Expenditures

As previously noted, the budgets shown from both fiscal years are adjusted for commitments that were funded in the previous fiscal year, and offsetting budget revisions made year-to-date. The adjustments for prior year commitments are apparent in the increased budgetary shortfalls for each fiscal year (shown in columns D and E). Each fiscal year's expenditures include payroll costs incurred through the third week of December. Personnel expenditures comprise approximately 70.8 percent of the General Fund adjusted budget for 2012-13.

Although the actual *rate* of total expenditures in relation to the budget is slightly lower than experienced in the 2011-12 fiscal year, most all departments are experiencing higher costs than in the same period last year. The variances in actual-expenditures-to-budget rates fluctuate with each department, based on personnel vacancies and the status of departmental program initiatives as compared with the previous year. The **Police Department** reflects a year-to-date increase in expenditures of over 5 percent, consistent with the increase in General Fund budget needed due to the exclusion of redevelopment funding. The **Library** department was experiencing vacancies during this time period last year, so expenditures are appropriately higher in the current fiscal year. In addition, operating expenses increased \$19,000, attributable to a higher volume of books and AV materials purchased during the first six months of the fiscal year (purchases were suspended while the Library implemented a RFID conversion project in May 2012).

Although **Public Works** expenditures have increased 13.6 percent from the prior year, personnel costs have decreased due to vacancies in positions such as Engineering Services Manager, Transportation Manager, Transportation Engineer and Environmental Programs Specialist; these positions are now filled or in the process of being filled. Operating costs in the department have increased, however, due to water rates, gasoline prices and maintenance repairs. In addition, expenses that were formerly funded by the redevelopment agency are included in the General Fund budget for this department, including the \$108,000 membership in the San Francisquito Creek JPA. Contract services in Public Works have also increase due to the use of contractual help during the vacancy of a Construction Inspector position (\$67,000) and increased use of contracted janitorial services budgeted in this department.

In the **Community Services** Department, personnel costs increased over the first two quarters in temporary help in July and August, particularly to staff the expanded

gymnastic classes offered at the new Gymnastics Center (\$30,000). Similarly, contract services increased to provide other new programs that optimized the use of new facilities. **Community Development** costs are down somewhat as a result of personnel costs moved to the Comprehensive Planning Services Fund for work on the Housing Element Update.

Impact of the Current Economy

Based on the advance estimate in real gross domestic product (GDP), the U.S. economy grew at a 0.1 percent annualized growth rate during the final quarter of 2012, the slowest since the first quarter of 2011 and far short of the 0.5 percent economists had expected. But consumer spending, while not stellar, was comparatively robust and economists see signs the factors that restrained growth late last year are already reversing in the first quarter.

Some cities in California continue to grapple with reduced property tax revenues, although the highest rate of job growth in a decade has largely propelled Silicon Valley out of the recession. Sales taxes, hotel taxes and other income streams that were affected by the recession continue to recover. As rising employee health care and pension costs are addressed, governmental employers have decreased headcount and sought higher employee sharing of benefit costs. Menlo Park has also implemented these types of strategies to reduce personnel costs.

Interest rates will remain low at least through late 2014, so what was once a major revenue category for the City has diminished to one of much less significance. Such an environment is actually helpful when attempting to determine the components of a sustainable budget, as it establishes a baseline of revenues less prone to market swings. A sustainable budget relies on investment earnings only to replenish reserves and provide for opportunities as they arise, and should not be relied upon to fund current services.

The Mid-year Report will identify all significant revenue variances, and classify each as to whether they are short-term or longer-term in nature. The reduction of resources caused by the dissolution of the Redevelopment Agency will put less pressure on the General Fund budget while the economy slowly recovers and property tax increment from the redevelopment area continues to increase.

POLICY ISSUES

Although not as rigorous a review as the Mid-Year Report, in which all funds and budgets are scrutinized, this second quarter analysis can provide some indication of any noteworthy changes needed to the General Fund operating budget. The mid-year report will be presented at the March 26th Council meeting.

Signature on file
Carol Augustine
Finance 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

Comparative General Fund Budget-to-Actual Report as of December 31, 2012

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City of Menlo Park - General Fund
Budget-to-Actual Report, FY 2012-13
As of December 31, 2012

ATTACHMENT A

A	B	C	D	E	(E-C)/C % Budget Change 12/31/12 to Audited Actual FY 11-12	G	H	(H-G)/G %	G/C % of Actual YTD 12/31/2012 to Audited Actual FY 11-12	G/D % Actual-to- Budget 12/31/2011	H/E % Actual-to- Budget 12/31/2012	Notes
	Adjusted Budget as of 6/30/12	Audited Actual FY 2011-12	2011-12 Budget 12/31/2011	2012-13 Budget 12/31/2012		Actual YTD 12/31/2011	Actual YTD 12/31/2012	Actual Change				
Property Tax	\$13,021,000	\$13,239,856	\$13,021,000	\$13,658,000	3.16%	\$5,882,818	\$6,456,351	9.75%	44.43%	45.18%	47.27%	1
Sales Tax	6,203,000	5,938,310	6,203,000	6,330,000	6.60%	3,008,562	2,953,262	-1.84%	50.66%	48.50%	46.66%	2
Transient Occupancy Tax	2,920,000	2,939,475	2,580,000	3,326,000	13.15%	1,428,872	1,512,843	5.88%	48.61%	55.38%	45.49%	
Utility Users' Tax	1,135,900	1,080,435	1,249,000	1,180,500	9.26%	589,787	567,807	-3.73%	54.59%	47.22%	48.10%	
Franchise Fees	1,768,000	1,758,705	1,743,000	1,873,500	6.53%	458,298	473,803	3.38%	26.06%	26.29%	25.29%	
Charges for Services	6,243,141	6,743,126	5,425,265	6,370,600	-5.52%	2,639,272	3,620,366	37.17%	39.14%	48.65%	56.83%	3
Licenses and Permits	3,371,465	3,685,556	3,307,140	4,266,465	15.76%	1,216,306	2,037,892	67.55%	33.00%	36.78%	47.77%	4
Interest Income	315,000	386,341	560,000	390,000	0.95%	43,171	128,247	197.07%	11.17%	-3.31%	32.88%	5
Rental Income	366,188	374,985	365,438	380,018	1.34%	69,180	45,283	-34.54%	18.45%	18.93%	11.92%	
Intergovernmental Revenue	1,140,552	1,158,010	1,131,631	966,263	-16.56%	641,378	324,956	-49.33%	55.39%	56.68%	33.63%	6
Fines & Forfeitures	980,000	1,067,327	970,000	1,085,200	1.67%	481,805	511,157	6.09%	45.14%	49.67%	47.10%	
Operating Transfers In/ Other Revenue	589,559	606,176	707,125	418,123	-31.02%	361,770	208,585	-42.34%	59.68%	51.16%	49.89%	7
Total Revenues:	\$38,053,805	\$38,978,302	\$37,262,599	\$40,244,669	3.25%	\$16,821,218	\$18,840,553	12.00%	43.16%	45.14%	46.82%	
Police	14,318,619	13,975,240	13,891,219	14,762,833	5.64%	6,447,439	6,797,605	5.43%	46.13%	46.41%	46.05%	8
Public Works	4,895,007	4,482,385	5,039,371	5,311,334	18.49%	2,138,184	2,429,259	13.61%	47.70%	42.43%	45.74%	9
Community Services	6,651,453	6,310,929	6,562,831	7,074,563	12.10%	2,826,514	3,056,596	8.14%	44.79%	43.07%	43.21%	10
Library	2,033,990	1,871,633	2,033,990	2,042,465	9.13%	908,736	971,539	6.91%	48.55%	44.68%	47.57%	
Community Development	3,490,954	3,383,568	2,822,623	2,987,249	-11.71%	1,145,320	1,144,697	-0.05%	33.85%	40.58%	38.32%	
Administrative Services	5,038,800	4,616,945	4,954,665	5,702,703	23.52%	2,310,374	2,372,112	2.67%	50.04%	46.63%	41.60%	
Operating Transfers Out	2,377,800	2,377,800	2,377,800	2,464,328	3.64%	1,188,900	1,232,166	3.64%	50.00%	50.00%	50.00%	
Total Expenditures:	\$38,806,623	\$37,018,500	\$37,682,499	\$40,345,475	8.99%	\$16,965,467	\$18,003,974	6.12%	45.83%	45.02%	44.62%	
Preliminary addition/draw on General Fund Reserves	(\$752,818)	\$1,959,802	(\$419,900)	(\$100,806)		(\$144,249)	\$836,579					
Carry-over encumbrances and Reappropriations from prior year subtracted from adjusted budget.	419,900		419,900	272,551								
Net addition to/draw on General Fund Reserves	(\$332,918)		\$0	\$171,745								
Net Operating Revenue	(\$332,918)		\$0	\$171,745								

NOTES: Notes must be considered for proper analysis of the data contained herein; refer to 2nd quarter staff report dated March 5, 2013

- (1) Property Tax Paymnet for RDA LMIHF DDR (\$584,795) is a one-time payment and is not reflected in above total.
- (2) Sales Tax reflects payments from State (estimated) for July through November; Property Tax In-Leiu Sales Tax payment \$160,000 less than anticipated.
- (3) Charges for Services increase in recreation fees for contract classes and youth sports.
- (4) Business License receipts down \$43,000: prior year compliance program yielded approximately 400 new licenses for tax years 2009-2011. Includes \$800,000 received from Facebook per development agreeme
- (5) Interest includes deferred interest on former City Manager's loan paid off in October 2012.
- (6) Intergovernmental revenue decreased due to expiration of the contract with San Carlos dispatch November 2011.
- (7) Operating Transfers In for RDA administrative overhead decrease due to RDA dissolution as of 2/1/12.
- (8) Police Narcotics Task Force costs previously charged to former redevelopment agency.
- (9) Public Works includes \$108,000 membership for the JPA San Francisquito Creek, previously funded in RDA.
- (10) Community Services expenditures increase due to increased classes at new facilities.

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COMMUNITY DEVELOPMENT DEPARTMENT

Council Meeting Date: March 5, 2013

Staff Report #: 13-035

Agenda Item #: I-3

INFORMATION ITEM: Update on the Housing Element Environmental Review

This is an information item and does not require Council action.

OVERVIEW

The City is in the process of updating the Housing Element of the General Plan in compliance with State law and a Court Order. As part of the process, the City is preparing documents to analyze the environmental and fiscal impacts of updating the Housing Element. Due to unforeseen circumstances, the documents are not yet finalized and will not be available for review at the end of February as projected. Nevertheless, staff will be able to provide a summary of some of the likely conclusions from these analyses in order to inform the Council's upcoming action to provide direction on which sites to pursue for rezoning to higher density residential uses. In addition to environmental and fiscal information, staff will present summaries of 1) feedback received at community workshops and 2) property owner interest in potential rezonings. At this stage in the process, the environmental and fiscal documents will be finalized for release after the March 12 Council meeting.

Signature on file

Justin Murphy
Development Services Manager

Signature on file

Arlinda Heineck
Community Development Director

PUBLIC NOTICE

Public notification was achieved by posting the agenda, at least 72 hours prior to the meeting, with this agenda item being listed. In addition, the City sent an email update to subscribers to the project page for the proposal, which is available at the following address: <http://www.menlopark.org/athome>. This page provides up-to-date information about the project, allowing interested parties to stay informed of its progress. The page allows users to sign up for automatic email bulletins, notifying them when content is updated or meetings are scheduled.

ATTACHMENTS

None

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