



**CITY COUNCIL
SPECIAL AND REGULAR MEETING AGENDA**

**Tuesday, July 16, 2013
5:15 P.M.
701 Laurel Street, Menlo Park, CA 94025
City Council Chambers**

5:15 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 pursuant to Government Code section 54957.6 to conference with labor negotiators regarding labor negotiations with the Police Officers Association (POA) and Police Management Association (PMA)

Attendees: Alex McIntyre, City Manager, Starla Jerome-Robinson, Assistant City Manager, Bill McClure, City Attorney, Gina Donnelly, Human Resources Director, Charles Sakai, Labor Consultant

CL2. Closed session pursuant to Government Code Section 54956.9(b)(1) to conference with legal counsel regarding potential litigation: 1 case

7:00 P.M. REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

REPORT FROM CLOSED SESSION

ANNOUNCEMENTS

SS. STUDY SESSION

SS1. Police Services and Technology Recommendations

A. PRESENTATIONS AND PROCLAMATIONS

A1. Proclamation: Parks and Recreation Month (*Attachment*)

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

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.** Award a construction contract for the 2012-2013 Citywide Sidewalk Repair Project to Nor-Cal Concrete in the amount of \$232,844 and authorize a total construction contract budget of \$279,412 for construction and contingencies **(Staff report #13-117)**
- D2.** Reject the Bid by Aztec Consultants for the Sharon Heights Pump Station Replacement Project; award the construction contract to Anderson Pacific Engineering Construction, Inc. in the amount of \$2,175,000; authorize a total construction contract budget of \$2,501,000 for construction contract and project contingencies; and authorize the City Manager to execute an agreement with Carollo Engineers in an amount not to exceed \$270,000 for engineering services during construction **(Staff report #13-113)**
- D3.** Award a construction contract for the 2013-2014 Slurry Seal Project to VSS International, Inc. in the amount of \$645,325 and authorize a total construction contract budget of \$774,390 for construction and contingencies **(Staff report #13-118)**
- D4.** Authorize the Public Works Director to accept the work performed by C.F. Archibald Paving Inc. for the 2011-2012 Street Resurfacing Project **(Staff report #13-112)**
- D5.** Award a contract for the replacement of the Administration Building Uninterruptible Power Supply to Omega Electric in the amount of \$79,850 and authorize a total construction contract budget of \$89,850 for the equipment and contingencies **(Staff report #13-111)**
- D6.** Authorize the Public Works Director to accept the work performed by Interstate Grading & Paving, Inc. for the Alpine Road Bike Improvement Project **(Staff report #13-119)**
- D7.** Authorize the Public Works Director to accept the work performed by G. Bortolotto & Co. Inc. for the 2012 Street Resurfacing of Federal Aid Routes Project {Federal Aid Project No. 04-5273 021} **(Staff report #13-114)**
- D8.** Authorize the Public Works Director to accept the work performed by Precision Emprise, Inc. for the Sidewalk Trip Hazard Removal Project **(Staff report #13-122)**
- D9.** Approve the release of a Notice of Funding Availability to non-profit developers of affordable housing and suspend the Purchase Assistance Loan Program and Neighborhood Stabilization Program and commit those funds to non-profit rental housing development **(Staff report #13-115)**
- D10.** Adopt a resolution authorizing the execution of a contract with the State of California Department of Education for reimbursement to the City up to \$577,412 for child care services at the Belle Haven Child Development Center for fiscal year 2013-14 **(Staff report #13-120)**
- D11.** As Successor Agency, adopt a resolution approving the fourth extension of the escrow timeline for 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 due to delays in obtaining State Department of Finance approval for the sale **(Staff report #13-116)**
- D12.** Accept minutes for the Council meetings of April 16th, June 4th and June 11th **(Attachment)**
- D13.** Approve the appropriation of an additional \$20,000 of BMR Funds (for a total not to exceed \$60,000) to prepare the 25 Riordan Place unit for sale at market value **(Staff report #13-128)**

E. PUBLIC HEARINGS

- E1.** Consider adopting a resolution to abandon a portion of Louise Street and deny the appeal of staff determination to deny issuance of a revocable encroachment permit to construct a driveway from the end of Louise Street to the rear of the property at 1825 Santa Cruz Avenue; or deny the application to abandon a portion of Louise Street and approve the appeal of staff determination to deny issuance of a revocable encroachment permit to construct a driveway from the end of Louise Street to the rear of the property at 1825 Santa Cruz Avenue and authorize issuance of the encroachment permit
(Staff report #13-123)

F. REGULAR BUSINESS

- F1.** Request from Mayor Pro Tem Mueller requesting the City Council consider support for “Get Active, Get Healthy Month” (Staff report #13-127)
- F2.** Consider adopting a resolution approving the second amendment to the South Bayside Waste Management Authority Joint Powers Authority Agreement prepared by the City of Redwood City, or approving the alternate second amendment to the SBWMA Joint Powers Authority agreement adopted by the City of San Carlos and appointing a council member and alternate to the SBWMA board (Staff report #13-124)
- F3.** Discuss appointment of a new representative to the Emergency Services Council (San Mateo County Joint Powers Authority) (Staff report #13-125)
- F4.** Consider updating the Compensation Policy for Management and Confidential Classifications (Staff report #13-121)

G. CITY MANAGER’S REPORT – None

H. WRITTEN COMMUNICATION – None

I. INFORMATIONAL ITEMS

- I1.** Belle Haven visioning process and community action workshop update (Staff report #13-129)
- I2.** Update on Housing Element Work Program (Staff report #13-126)

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: 07/11/2013)

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.

Any writing that is distributed to a majority of the City Council by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available for inspection at the Office of the City Clerk, Menlo Park City Hall, 701 Laurel Street, Menlo Park, CA 94025 during regular business hours. Members of the public may send communications to members of the City Council via the City Council's e-mail address at city_council@menlopark.org. These communications are public records and can be viewed by any one by clicking on the following link: <http://ccin.menlopark.org>

City Council meetings are televised live on Government Access Television Cable TV Channel 26. Meetings are re-broadcast on Channel 26 on Thursdays and Saturdays at 11:00 a.m. A DVD of each meeting is available for check out at the Menlo Park Library. Live and archived video stream of Council meetings can be accessed at http://menlopark.granicus.com/ViewPublisher.php?view_id=2

Persons with disabilities, who require auxiliary aids or services in attending or participating in City Council meetings, may call the City Clerk's Office at (650) 330-6620.

Proclamation

July 2013 is Parks and Recreation Month

Whereas, Parks and Recreation makes lives and communities better now and in the future; and

Whereas, residents value recreation as it provides positive alternatives for children and youth to reduce crime and mischief especially during nonschool hours; it promotes the arts, it increases social connections, aids in therapy and promotes lifelong learning; and

Whereas, residents value their parks for access to outdoor spaces for children and adults to play and be active, to exercise and participate in group sports; and

Whereas, parks provide access to the serenity and the inspiration of nature and outdoor spaces as well as preserve and protect the historic, natural and cultural resources in our community; and

Whereas, 92% of Menlo Park residents have visited a neighborhood or City park in the past 12 months including children, youth, families, adults, seniors, businesses, community organizations, and visitors, and benefit from the wide range of parks, trails, open space, sports fields, tennis courts, facilities and programs including gymnastics, sports leagues, fitness classes, arts classes, child care and more provided by the City of Menlo Park; and

Whereas, almost 90% of people participating in Menlo Park recreation and social services programs and facilities rate them "excellent or good", well above the national benchmark; and

Whereas, the City of Menlo Park recreation and social services programs serve over 300,000 participants annually; and

Whereas, the Menlo Park City Council urges all its residents to recognize that parks and recreation enriches the lives of its residents and visitors as well as adding value to the community's homes and neighborhoods; and

Whereas, July is Parks and Recreation Month nationally.

NOW, THEREFORE, BE IT RESOLVED, the Menlo Park City Council hereby proclaims July 2013 as Parks and Recreation Month and, in doing so, urges all its citizens to use and enjoy its parks, trails, open space, facilities, and recreation opportunities.



Peter I. Ohtaki
Mayor

**Parks
Make
Life
Better!**

THIS PAGE INTENTIONALLY LEFT BLANK



PUBLIC WORKS DEPARTMENT

Council Meeting Date: July 16, 2013
Staff Report #: 13-117

Agenda Item #: D-1

CONSENT CALENDAR: **Award a Construction Contract for the 2012-2013 Citywide Sidewalk Repair Project to Nor-Cal Concrete in the Amount of \$232,844 and Authorize a Total Construction Contract Budget of \$279,412 for Construction and Contingencies**

RECOMMENDATION

Staff recommends that the City Council award a construction contract for the 2012-13 Citywide Sidewalk Repair Project to Nor-Cal Concrete in the amount of \$232,844 and authorize a total construction contract budget of \$279,412 for construction and contingencies.

BACKGROUND

The streets of Menlo Park are lined with various species of trees. Most trees are located in close proximity to frontage improvements such as concrete sidewalks, curbs, gutters, and asphalt parking strips. As the trees mature, their roots spread out and sometimes cause damage to the improvements. The damage can result in tripping hazards, drainage problems, and nuisances for property owners and residents.

The frontage improvements that are damaged by City tree roots are repaired through the annual Sidewalk Repair Program. Staff has divided the City into five zones for the Program. Each year staff focuses on one zone in which to conduct a thorough inspection and perform repair work. A limited amount of funds is also set aside to respond to residents' requests for repairs throughout the city.

Two categories of sidewalk damage are repaired through the Sidewalk Repair Program: Tree root damage to concrete structures requiring complete removal and replacement of the concrete structure; and tree root uplift of concrete sidewalk panels with offsets of 1-3/4 inches or less where the trip hazard can be eliminated by the horizontal saw cut method.

Under the 2012-2013 Sidewalk Repair Program, the Citywide Sidewalk Repair Project, now being proposed, involves the removal and replacement of the sidewalk trip hazards that could not be repaired with the horizontal saw cut method.

ANALYSIS

Plans and specifications for the project include sidewalk replacement work at 50 locations as determined by staff.

Also included in this years' Citywide Sidewalk Repair Project is the reconstruction of a 600 linear feet by five foot wide asphalt foot path on the 2100 block of Sand Hill Road. The existing foot path has deteriorated and collapsed, in part due to multi-tree root damage and city utility vehicles driving onto the path to conduct maintenance work. The path will be replaced with asphalt.

In addition, curb-ramps will be re-constructed to facilitate current ADA compliancy at two intersections. These include the intersections at Willow Road at Gilbert Avenue and Santa Cruz Avenue at San Mateo Drive.

On June 20, 2013, three bids were submitted and opened for the 2012-2013 Citywide Sidewalk Repair Project. The lowest bidder for the project, Nor-Cal Concrete, submitted a bid in the amount of \$232,844. Attachment A provides the bid summary. Staff has checked the background and references of Nor-Cal Concrete and is satisfied with its past performance. On June 25, 2013, Vanguard Construction submitted a bid protest. Staff reviewed the protest and rejected their protest, the details are covered in "Attachment B."

IMPACT ON CITY RESOURCES

The construction contract budget for the 2012-2013 Citywide Sidewalk Repair Project consists of the following:

Construction contract amount	\$ 232,844
Contingency	<u>46,568</u>
Total Construction Contract Budget	\$ 279,412

Staff has increased the contingency to allow additional sidewalk repairs reported since this project was put out to bid. Sufficient funds are available in the Sidewalk Assessment Fund for the construction of this project. The project was budgeted in the FY 2012-2013.

POLICY ISSUES

The proposed projects removes tripping hazards within the public right-of-way that have been caused by City owned street trees. The recommendation does not represent any change to existing City policy.

ENVIRONMENTAL REVIEW

The project is categorically exempt under Class I of the current State of California Environmental Quality Act Guidelines, which allows minor alterations and replacement of existing facilities.

PUBLIC NOTICE

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

ATTACHMENTS

- A. Bid Summary
- B. Response Letter to FBD Vanguard Bid Protest

Report prepared by:
Fernando Bravo
Engineering Services Manager

THIS PAGE INTENTIONALLY LEFT BLANK



BID SUMMARY
CITYWIDE SIDEWALK REPAIR PROGRAM PROJECT

BID OPENING DATE: Thursday, June 20, 2013

	CONTRACTOR	BID AMOUNT
1.	Nor-Cal Concrete	\$232,844.00
2.	Vanguard Construction, Inc.	\$239,325.30
3.	J.J.R. Construction, Inc.	\$256,735.25

After reviewing item unit prices the new apparent low bidder is Nor-Cal Concrete.

THIS PAGE INTENTIONALLY LEFT BLANK



Public Works Department

Transmitted by e-mail and overnight mail on June 27, 2013

June 27, 2013

Jason Mullen
FBD Vanguard Construction
651 Enterprise Court
Livermore, California 94550

SUBJECT: 2012 – 2013 CITYWIDE SIDEWALK REPAIR PROJECT (Bid Protest)

Dear Mr. Mullen:

This letter acknowledges the receipt of the written protest letter from FBD Vanguard Construction dated June 25, 2013, protesting the final bid results for the **2012-2013 Citywide Sidewalk Repair Project** (your letter is attached). The City of Menlo Park ("City") opened the bids on June 20, 2013, and, therefore, your letter of protest is timely pursuant to Section 3-1.1 of the project's special provisions. The City has reviewed your bid protest, and writes to inform you that the City rejects your protest.

While the City understands that you claim your bid protest is based on confusion surrounding the correct quantities of items called out for in the project specifications, it is the City's position that your claim of protest is based on a minor irregularity in the lowest bidder's bid. In accordance with the City's project specifications, the City reserved the right to reject any or all bids, and to waive any informality or minor irregularity in the bids.

Under Section 3-1.1 "Basis of award," the City has the right to change the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary by the engineer. In this case, the City performed the arithmetic to normalize the bids in items 12 and 13 for each bid of miss interpreted bid quantities by the contractor. The City performed this calculation for each bid it received using the exact same criterion.

701 Laurel Street - Menlo Park, CA 94025
Phone: (650) 330-6740 - Fax: (650) 327-5497

If you wish to continue with your appeal, as outlined in your June 25th letter, please inform me by July 1, 2013, so that I can set your appeal for a hearing with the City Council.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Fernando G. Bravo', with a large, sweeping flourish extending to the right.

Fernando G. Bravo, P.E. CFM
Engineering Services Manager

Attachment: FBD Vanguard Construction's letter of June 25, 2013

Cc: File
Charles W. Taylor, Director of Public Works
William L. McClure, Esq.
Dan K. Siegel, Esq.
Ruben Niño
Nor-Cal Concrete, Inc.
JJR Construction, Inc.



651 Enterprise Court, Livermore CA 94550
925.245.1300 Phone
925.245-1244 Fax
Contractor License No. 833032

June 25, 2013

To: City of Menlo Park

Regarding: **BID PROTEST**
Citywide Sidewalk Repair Program
Project No. 20-011, FY 2012-2013

FBD Vanguard Construction is writing this letter to let you know that we are **PROTESTING** the final bid results for the **Citywide Sidewalk Repair Program**.

At the time of the opening it appears that there was confusion on the part of **ALL** bidders relating to what the correct quantities were on the following bid items:

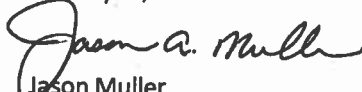
ITEM No. 12 – On item No. 12 according to the special provisions section 73-6.1 Sidewalks and Ramps it reads: Although new curb ramps are not part of this project, two (2) existing curb ramps require modifications/alterations at the intersection of Santa Cruz Ave and San Mateo Drive. It also reads in a separate paragraph new sidewalk ramps are not part of this project; however, three existing curb ramps (BID ITEM #12) are removed and reconstructed, see site plans **(408 Willow Road and 1200 Santa Cruz Ave)**. When reading these two statements it is clear to Vanguard that there are only five (5) ramps being modified/reconstructed. Also if you look at the following plan pages you will see that there are only five (5) ramps: Plan Page – 41, 42, 50. If Vanguard Construction would have looked at Item number 12 as having a quantity of 10 instead of 5 our unit cost for this item would have been less do to quantity as well as productivity.

Item No. 13 - On item No. 13 according to the special provisions Section 73-6.3 Wheel Stops it reads twenty one (21) wheel stops to be installed on Alma Street. Five (5) wheel stops to be installed at Belle Haven Community center parking lot on Terminal Ave. **City to provide eighteen (18) of the twenty-six wheel stops to be installed.** Per the cities bid break down you are multiplying the unit cost by 34 and not 26 we are not sure where the quantity of 34 is coming from.

Due to the confusion surrounding the above referenced Bid Item's Vanguard Construction requests all bids be rejected for the above referenced project and the project be put out for Re-Bid with proper clarification given relating to the above referenced Bid Item's.

We look forward to hearing back from you on this matter and submitting our bid when the project Re-Bid's.

Thank you,


Jason Muller
FBD Vanguard Constructon

THIS PAGE INTENTIONALLY LEFT BLANK



PUBLIC WORKS DEPARTMENT

Council Meeting Date: July 16, 2013
Staff Report #: 13-113

Agenda Item #: D-2

CONSENT CALENDAR:

Reject the Bid by Aztec Consultants for the Sharon Heights Pump Station Replacement Project; Award the Construction Contract to Anderson Pacific Engineering Construction, Inc. in the Amount of \$2,175,000; Authorize a Total Construction Contract Budget of \$2,501,000 for Construction Contract and Project Contingencies; and Authorize the City Manager to Execute an Agreement with Carollo Engineers in an Amount Not to Exceed \$270,000 for Engineering Services During Construction

RECOMMENDATION

Staff recommends that City Council:

- 1) Reject the Bid by Aztec Consultants for the Sharon Heights Pump Station Replacement Project;
- 2) Award the construction contract to Anderson Pacific Engineering Construction, Inc. in the amount of \$2,175,000;
- 3) Authorize a total construction contract budget of \$2,501,000 for construction contract and project contingencies; and
- 4) Authorize the City Manager to execute an agreement with Carollo Engineers in an amount not to exceed \$270,000 for engineering services during construction.

BACKGROUND

The Sharon Heights Pump Station is a critical component of the City's western service area water distribution system. Constructed in 1962, the pump station receives water from the San Francisco Public Utilities Commission (SFPUC) water system from the pipelines located beneath Sharon Park Drive. The pump station then delivers potable water to the Sharon Heights neighborhood, Stanford Linear Accelerator Center (SLAC), Sharon Heights Golf and Country Club and to the City's two reservoirs located west of Interstate 280.

The existing pump station consists of three outdoor pumps, a portable emergency diesel generator, and electrical switchgear. Two of the three pumps failed and were replaced with temporary rented pumps in August 2011.

The project consists of installing and bringing into operation a temporary pump station before commencing construction of the permanent pump station. The temporary pump station will be located on an adjacent parcel and will remain in operation while the permanent pump station is being built. The contractor will operate the temporary pump station and will respond to emergencies within one hour during construction of the permanent pump station. The permanent pump station will consist of a pump house which will contain three pumps, a stationary generator, electrical switchgear and communication equipment. The colors and materials of the pump house have been selected with input from the neighbors. The pump house is designed to reduce noise and improve security.

The pump station replacement project was approved by the Planning Commission on January 23, 2012 and City Council approved the Use Permit and Architectural Control on February 14, 2012. On October 23, 2012, the City Council made a finding that the Sharon Heights Pump Station Replacement Project is "Substantially Complex" and directed staff to increase the Construction payment retention from 5% to 10%. The City obtained an agreement with Sharon Park Homeowners Association for use of their property adjacent to the Pump Station during construction.

ANALYSIS

Due to the complexity of the Sharon Heights Pump Station Replacement Project, staff chose to limit the project bid process to contractors who had experience with potable pump stations and relevant project management experience. Therefore, the project bid documents required potential bidders to have sufficient and relevant experience with the construction of potable water pump stations. A Qualifications Statement questionnaire was included in the bid documents, requiring an affirmative response to all the questions in order to be considered the lowest responsible bidder.

On May 7, 2013, a pre-bid meeting was held in which 15 prospective contractors attended. The bids were opened for the Sharon Heights Pump Station project on May 29, 2013 and only two bids were received. The apparent lowest bidder was Aztec Consultants in the amount of \$2,074,150, and Anderson Pacific Engineering Construction, Inc. followed with a bid of \$2,175,000, as shown in the Bid Summary (Attachment A). Both contractors submitted Qualifications Statements responding affirmatively to all questions. The bid package of each contractor was evaluated to determine if the bidders were qualified to perform the work. Based upon staff's evaluation of the Statement of Qualifications and supplemental information provided by each bidder, it was determined that Aztec Consultants did not meet the minimum experience required in Questions 4, 5 and 6 of the Qualifications Statement, which generally dealt with the contractor's work experience on potable water pump stations. Details of staff's evaluation of the Statement of Qualifications is included in the letter sent to Aztec Consultants informing them of their disqualification (Attachment B) and in

the letter sent to Anderson Pacific, Inc. informing them of their qualification (Attachment C).

Aztec protested the City's disqualification of their proposal. Aztec's experience is in the waste water treatment facilities and staff specifically required experience in potable water. There are different regulatory requirements for the construction of potable water pump stations versus waste water pump stations. Attachment B covers in great detail the basis of disqualification. On June 14, 2013, Aztec submitted a letter protesting the disqualifications. The letter of protest did not present new information to re-evaluate the disqualification and therefore was rejected (Attachment D).

Regulatory requirements to perform work on potable water facilities requires a different and higher level of certification. Additionally, the logic and control systems on potable water pump stations are different and more stringent than those needed for waste water pump stations.

The potable water requirements ensure good drinking water quality and protection of the City's water distribution system. These standards do not apply to a sewage pump stations. For example, contractors installing potable water pump stations must be familiar and experienced with the California Health & Safety Code, Water Code, California Code of Regulations (CCR) and American Water Works Association industry standards. Sewage pump stations are governed by the sewer code and have different regulatory requirements on handling sewage and different certifications.

Staff therefore recommends rejecting the bid submitted by Aztec Consultants and awarding the construction contract to Anderson Pacific Engineering Construction, Inc. in the amount of \$2,175,000. Staff also followed up with other contractors to determine why they did not bid on the project. Three of the contractors decided to pursue larger jobs, one of them recently received a large Federal project and two of the contractors did not meet the requirements.

The City contracted with Carollo Engineers to design the pump station. The scope of work only included up to the bidding of the project and did not include managing the construction phase of the project. Staff is requesting the City Council authorize the City Manager to execute an agreement with Carollo Engineers to oversee the construction phase of the project.

Schedule

Construction of the Sharon Heights Pump Station Replacement Project is expected to begin in August 2013 with completion anticipated in February 2015.

IMPACT ON CITY RESOURCES

The construction contract budget for the Sharon Heights Pumps Station Project consists of the following:

Construction contract amount	\$ 2,175,000
Contingency	<u>326,000</u>
Total Construction Contract Budget	\$ 2,501,000
Engineering Services (Carollo Engineers)	\$270,000

There are sufficient funds budgeted in the Water Capital Fund for the Sharon Heights Pump Station Replacement Project to cover these costs. Contingencies will cover any unforeseen conditions and costs related to the project.

POLICY ISSUES

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

ENVIRONMENTAL REVIEW

The project is categorically exempt under Section 15301 Class 1, "Existing Facilities" and 15302 Class 2, "Replacement or Reconstruction" of the current CEQA Guidelines. These sections allow minor alterations and replacement of existing facilities with negligible or no expansion of use or capacity.

PUBLIC NOTICE

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

ATTACHMENTS

- A. Bid Summary
- B. Letter to Aztec Consultants dated June 11, 2013
- C. Letter to Anderson Pacific, Inc.
- D. Letter to Aztec Consultants dated June 20, 2013

Report prepared by:
Rene Punsalan
Associate Engineer

Fernando Bravo
Engineering Services Manager



PRELIMINARY SUMMARY OF BIDS RECEIVED
Subject to City's Evaluation of Qualification Statement & Bid Documents

SHARON HEIGHTS PUMP STATION REPLACEMENT PROJECT

BID OPENING DATE: Wednesday, May 29, 2013 at 2:00 P.M.

	CONTRACTOR	BID AMOUNT
1.	Aztec Consultants	\$2,074,150.00
2.	Anderson Pacific Engineering Construction, Inc.	\$2,175,000.00

Formal notification will be mailed to each contractor that submitted bid upon review of the Qualification Statement on or before Friday, June 7, 2013.

THIS PAGE INTENTIONALLY LEFT BLANK



Public Works Department

Transmitted by email and overnight mail on June 11, 2013

June 11, 2013

Aztec Consultants
2021 Omega Road, Suite 200
San Ramon, CA 94583

Attn: Mr. E. Frank Duarte

Subject: Sharon Heights Pump Station Qualification Statement

Dear Mr. Duarte

Thank you for your firm's interest in the New Sharon Height Water Pump Station. The Qualification Statement - Addendum #1 and bid documents from your company were received by the City of Menlo Park on May 29, 2013 at or before 2:00 PM (See attachment A). Your firm also provided supplemental details and revised resumes on Friday, May 31, 2013 (See attachment C). Based upon our review and evaluation of all of the information provided, in response to the Qualification Statement -Addendum #1, of the Bid documents, we find that your firm does not meet the experience requirements for construction of the Sharon Heights Pump Station Project and is therefore disqualified from the bid process. More specifically, the experience requirements are set forth in Questions 4, 5 and 6 of the Qualifications Statement (Attachment A). Below are these three questions, followed by our findings and conclusions. In addition, attached are three project by project evaluation tables (Attachment B).

For your information the Qualification Statement states, Contractor will be immediately disqualified if the answer to any of questions 1 through 10 is "No".

Question No. 4 - "Contractor has completed at least 2 (two) potable water supply pump station projects for a Public Agency in the State of California, with a construction value of \$1.5 million or more in the last 5 years."

Findings: Your Qualification Statement response was "Yes." However, based upon our review of the project experience and references your firm submitted, we find that none of the projects listed are relevant because none were potable water supply pump station projects (refer to Table #1 of Attachment B for a project by project evaluation of this requirement).

Conclusion: We find that your firm has not completed 2 (two) potable water supply pump station projects for a Public Agency in the State of California, with a construction value of \$1.5 million or more, in the last 5 years." Therefore we find your affirmative response to this question to be incorrect, and the response to the above question is



Public Works Department

actually “No.” Based upon the Qualification Statement instructions, a “No” response to the question requires the immediate disqualification of your firm.

Question No. 5 - Contractor’s Project Manager has a minimum of 10 years of construction experience managing similar building & water system projects, and has managed the construction of at least two potable water pump stations, each with a minimum construction value of \$1.5 million. Please attach a copy of a resume of the proposed Project Manager, detailing the water pump station project descriptions, project responsibilities & relevant experience and project owner references including current contact information.”

Findings: Your Qualification Statement response was “yes.” However, based upon our review of your proposed Project Manager’s project experience and references your firm submitted, we find that he has not managed the construction of 2 (two) potable water supply pump station projects each with a minimum construction value of \$1.5 million or more.” Please refer to Table #2 of Attachment B for a project by project evaluation of this requirement.

Conclusion: We find that your Proposed Project Manager has not managed the construction of 2(two) potable water supply pump stations projects, with a construction value of \$1.5 million or more. Therefore we also find your affirmative response to this question to be incorrect, and the response to the above question is actually “no.” Based upon the Qualification Statement instructions, a “No” response to the question requires the immediate disqualification of your firm.

Question No. 6 - Contractor’s Field Superintendent/Foreman has a minimum of 10 years of construction experience constructing similar building & water pipeline system projects, and has construction experience of at least two potable water pump stations, each with a minimum construction value of \$1.5 million. Please attach a copy of a resume of the proposed Field Supervisor/Foreman, detailing the water pump station project descriptions, project responsibilities & relevant experience and project owner references including current contact information.”

Findings: Your Qualification Statement response was “yes.” However, based upon our review of your proposed Field Superintendent/Foreman’s project experience and references your firm submitted, we find that he has worked on only one (1) qualifying water pump station project – La Grande Pump Station upgrade, City of San Francisco. The experience requirement is a *minimum* of two (2) potable water pump station projects; therefore the proposed Superintendent has insufficient experience. Please refer to Table #3 of Attachment B for a project by project evaluation of this requirement.

Conclusion: We find that your Proposed Field Superintendent/Foreman does not fulfill the minimum construction experience of 2 (two) potable water supply pump station projects, with a minimum construction value of \$1.5 million. Therefore the proposed



Public Works Department

Field Superintendent/Foreman has insufficient experience for this project. We find your affirmative response to this question to be incorrect, and the response to the above question is actually "no." Based upon the Qualification Statement instructions, a "No" response to the question requires the immediate disqualification of your firm.

For your information, prospective Bidders, who are disqualified for this project, may submit a protest to the City. This protest must be submitted in writing and must provide a basis or grounds for the protest. This written protest must be received by the City of Menlo Park, Engineering Services Division within five (5) days of the date the City issuance of a disqualification notification.

Sincerely,

Fernando Bravo, P.E.
Engineering Services Manager

Cc: File

Attachment – A Qualification Statement submitted by Aztec Consultants
B Project by Project Evaluation Tables
C Supplemental Information from Aztec Consulting

THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT "A"
SHARON HEIGHTS PUMP STATION REPLACEMENT
CITY OF MENLO PARK PROJECT NO. 77-008

ADDENDUM #1
QUALIFICATION STATEMENT

All Prospective Bidders **must** submit the Qualification Statement (QS) herewith Addendum No. 1, in a separately sealed envelope, along with the Bid Package.

Qualifications Statement Requirements: Prospective Bidders shall submit all information and forms specified in the Qualifications Statement, including the Response Sheets, Exhibits "A" and "B" and Contractor to add resumes for key personnel. Failure to provide the required responsibility information as indicated herewith shall constitute grounds for rejection of the QS.

Review of the Qualifications Statement: All information submitted for qualification evaluation will be considered official information acquired in confidence and the City will maintain its confidentiality to the extent permitted by law.

The City and/or its designee will review and evaluate the information contained in each Prospective Bidders' QS within 5 days and notify Prospective Bidders, whether their QS is found responsive and responsible for this project. The sole and discretionary judgment of the City and/or its' designee will determine if a Prospective Bidder is deemed responsible and responsive.

Protesting a Disqualification: Prospective Bidders, who are disqualified for this project, may submit a protest to the City. This protest must be submitted in writing and must provide a basis or grounds for the protest. This written protest must be received by the City within 5 days of the date the City issues a disqualification notification.

RESPONSE SHEETS

Please answer the following questions and sign the Qualifications Statement certification for Sharon Heights Pump Station Replacement Project:

Contractor will be immediately disqualified if the answer to any of questions 1 through 10 is "No."

1. Contractor possesses or will possess a valid and current State of California Contractor's Class "A" license.
 Yes No
2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
 Yes No
3. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
 Yes No
4. Contractor has completed at least 2 (two) potable water supply pump station projects for a Public Agency in the State of California, with a construction value of \$1.5 million or more in the last 5 years.
 Yes No
5. Contractor's Project Manager has a minimum of 10 years of construction experience managing similar building & water system projects, and has managed the construction of at least two potable water pump stations, each with a minimum construction value of \$1.5 million. Please attach a copy of a resume of the proposed Project Manager, detailing the water pump station project descriptions, project responsibilities & relevant experience and project owner references including current contact information.
 Yes No
6. Contractor's Field Superintendent/Foreman has a minimum of 10 years of construction experience constructing similar building & water pipeline system projects, and has construction experience of at least two potable water pump stations, each with a minimum construction value of \$1.5 million. Please attach a copy of a resume of the proposed Field Supervisor/Foreman, detailing the water pump station project descriptions, project responsibilities & relevant experience and project owner references including current contact information.
 Yes No
7. Is the Contractor committing the proposed Project Manager and Field Superintendent/Foreman, to be assigned to this project for the entire construction, start-up and close-out of the project?
 Yes No
8. Has your organization been in business in California as a contractor under your present business name and license number for a minimum of ten years?
 Yes No

9. **Safety.** Has the Contractor maintained an Experience Modification Rate (EMR) of 1.25 or less, on each of the last 3 (three) years?

Yes No

10. **Compliance with Ethical Standards.** Has the Contractor Read Exhibit "A" and executed and attached Exhibit "B."

Yes No

Contractor will be immediately disqualified if the answer to any of questions 11, thru 25 is "Yes."

11. Has your contractor's license been revoked at any time in the last five years?

Yes No

12. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

Yes No

13. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes No

14. At any time during the last five years, has your firm, or any of its officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes No

15. Has any California State Licensing Board license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes No

16. Was your firm in bankruptcy at any time during the last five years?

Yes No

17. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes No

18. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

19. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

City of Menlo Park
Project: Sharon Heights Pump Station Replacement
Project No. 77-008

20. Been unable to obtain a bond or been denied a bond for a contract?
 Yes No
21. Defaulted on a contract forcing a surety to suffer a loss?
 Yes No
22. Failed to complete a project within the authorized contract time?
 Yes No
23. Had any mediation or arbitration on a contract initiated by the owner/public agency?
 Yes No
24. Has the Contractor been fined, penalized or otherwise found to have violated any State or Federal fair employment provision or law.
 Yes No
25. Has the Contractor been fined, penalized or otherwise found to have violated any prevailing wage provisions.
 Yes No

Qualifications Statement Certification. The Undersigned declares under penalty of perjury that all of the responsibility information submitted with this form is true and correct and that this Declaration was executed by a duly authorized officer of the Company.

Signature 

Typed or Printed Name and Title E. Frank Duarte, President

Firm Name Aztec Consultants

Address 2021 Omega Road, Suite 200

San Ramon, CA 94583

Telephone Number (925) 837-1050 Fax Number (925) 837-1652

QS Contact Email Address: efduarte@azteccm.com

Attachments:

- Exhibit A: Ethical Standards for Contractors
- Exhibit B: Affidavit of Compliance with Ethical Standards for Contractors
- Resumes of Project Manager, On-Site General Field Superintendent (if different), and other key personnel

ATTACHMENT "B"

City of Menlo Park
 Sharon Heights Pump Station
 Project No. 77-008

PROJECT BY PROJECT EVALUATION Review Matrix

TABLE # 1 List of submitted projects for Question No. 4

Project Name	Owner	Contact	Value	Water	Sewer	Other	Qualify	Findings
Protor No. Rilea & Shawn Reservoirs & Pump Station	EBMUD	Doug Higashi 510 287-1677	\$ 3,913,600.00	Y			N	Mr. Higashi was contacted. The project consist of re-roofing three exist tanks, install temp bypass system, perform upgrades to mechanical and electrical systems including construciton of af mechanical vault, and misc sive improvemetns. Tank project, no water pump station work
Penitencia Water Treatment Plant Maintenance Building	SCVWD	Chris Hakes 408 265-2607	\$ 1,417,000.00			Y	N	Mr. Hakes was contacted. The project consisted of the construction of an addition to the existing maintenance building, there were utilities work for the project. Building project, no water pump station work
Treatment Plant Piping Renovation, Phase 6	CCCSD	Gary Rathunde 925 335-7796	\$ 1,663,200.00		Y		N	No water pump station work
Patterson Water Quality Control Facility Centrifuge	City of Patterson	James Pollock 916 631-0111	\$ 1,494,000.00		Y		N	No water pump station work
Bollman WTP Non-ionic Polymer System Upgrades	CCWD	James Larot 925 688-8309	\$ 564,600.00			Y	N	No water pump station work, less than \$1.5 M
Joint Treatment Plant Tittle 22 upgrades & Recycled Water Expansion Project	Yountville	Don Moore 707 944-8851	\$ 1,127,275.00		Y		N	No water pump station work, less than \$1.5 M
Security System Improvements - Phase II USL WTP	EBMUD	Doug Higashi 510 287-1131	\$ 2,116,000.00			Y	N	No water pump station work
Sleepy Hollow & Valory Reservoirs & Pump Station Replacement	EBMUD	Bill Hossfeld 510 287 1677	\$ 2,893,277.00	Y			N	Mr. Hossfeld was contacted. The project consisted with the replacement of two existing metal tanks with larger ones to increase capacity, there was some piping, valving and instrumentation work done to connect the tanks levels sensors. Tank project, no water pump station work
Side Wide Wet Utility Repair	Dept of the Navy	Jerry Hallbrook 831 656-3609	\$ 1,394,236.00			Y	N	No water pump station work, less than \$1.5 M
Berkeley Hills/Las Trampas Reservoir & Pump Station Rehab	EBMUD	Stan Nylander 510 287-1780	\$ 1,814,000.00	Y			N	Mr. Nylander retired several yeas ago. Mr. Hossfeld was contacted. The project consisted with the replacement of tanks and retrofit of an existing portable trailer mounted pump system, adding controls and testing of the portable pump system. Tank project, no water pump station work. This project was performed more than 5 years ago
Larkey Reservoir Improvements & Recoating	EBMUD	Tony Ballester 510 287-1012	\$ 1,114,700.00	Y			N	Tank project, no water pump station work

TABLE # 2

List of submitted projects for Question No. 5

Project Name	Owner	Contact	Value	Water	Sewer	Other	Qualify	Findings
Protor No. Rilea & Shawn Reservoirs & Pump Station	EBMUD	Doug Higashi 510 287-1677	\$ 3,913,600.00	Y			N	Mr. Higashi was contacted. The project consist of re-roofing three exist tanks, install temp bypass system, perform upgrades to mechanical and electrical systems including construcion of af mechanical vault, and misc sive improvemetns. Tank project, no water pump station work.
Penitencia Water Treatment Plant Maintenance Building	SCVWD	Chris Hakes 408 265-2607	\$ 1,417,000.00			Y	N	Mr. Hakes was contacted. The project consisted of the construction of an addition to the existing maintenance building, there were utilities work for the project. Building project, no water pump station work
Treatment Plant Piping Renovation, Phase 6	CCCSD	Gary Rathunde 925 335-7796	\$ 1,663,200.00		Y		N	No water pump station work
Patterson Water Quality Control Facility Centrifuge	City of Patterson	James Pollock 916 631-0111	\$ 1,494,000.00		Y		N	No water pump station work
Bollman WTP Non-ionic Polymer System Upgrades	CCWD	James Larot 925 688-8309	\$ 564,600.00			Y	N	No water pump station work, less than \$1.5 M
Joint Treatment Plant Tittle 22 upgrades & Recycled Water Expansion Project	Yountville	Don Moore 707 944-8851	\$ 1,127,275.00		Y		N	No water pump station work, less than \$1.5 M
Security System Improvements - Phase II USL WTP	EBMUD	Doug Higashi 510 287-1677	\$ 2,116,000.00			Y	N	No water pump station work
Sleepy Hollow & Valory Reservoirs & Pump Station Replacement	EBMUD	Bill Hossfeld 510 287-1131	\$ 2,893,277.00	Y			N	Mr. Hossfeld was contacted. The project consisted in the replacement of two existing metal tanks with larger ones to increase capacity, there was some piping, valvng and instrumentation work done to connect the tanks levels sensors. Tank project, no water pump station work
Side Wide Wet Utility Repair	Dept of the Navy	Jerry Hallbrook 831 656-3609	\$ 1,394,236.00			Y	N	No water pump station work, less than \$1.5M
North Area Service Center & Oakport Storage Center Security			\$ 867,000.00			Y	N	No water pump station work
Improvements to the ATCAS Computer Equipment Rooms Bay Area Toll Authority			\$ 600,000.00			Y	N	No water pump station work
Standby Generator Modifications	Dublin/San Ramon		\$ 1,230,000.00			Y	N	No water pump station work
New Fire Station #1	City of Newark					Y	N	No water pump station work
Berkeley Hills/Las Trampas Reservoir & Pump Station Rehab	EBMUD	Stan Nylander 510 287-1780	\$ 1,814,000.00	Y			N	Mr. Nylander retiered several yeas agon. Mr. Hossfeld was contacted. The project consisted on the replacement of tanks and retrofit of an existing portabltrailer mounted pump system, adding controls and testing of the portable pump system. Tank project, no water pump station work.
						Y	N	No water pump station work

TABLE # 3

List of submitted projects for Question No. 6

Project Name	Owner	Contact	Value	Water	Sewer	Other	Qualify	Findings
Protor No. Rilea & Shawn Reservoirs & Pump Station	EBMUD	Doug Higashi 510 287-1677	\$ 3,913,600.00	Y			N	Mr. Higashi was contacted. The project consist of re-roofing three exist tanks, install temp bypass system, perform upgrades to mechanical and electrical systems including construcion of af mechanical vault, and misc sive improvemetns. Tank project, no water pump station work
Penitencia Water Treatment Plant Maintenance Building	SCVWD	Chris Hakes 408 265-2607	\$ 1,417,000.00			Y	N	Mr. Hakes was contacted. The project consisted of the construction of an addition to the existing maintenance building, there were utilities work for the project. Building project, no water pump station work
La Grande Pump Station Upgrade	SFPUC	Brian Roberts 415 740-4382	\$ 3,200,000.00	Y			Y	Pump Station & Reservoir
Treatment Plant Piping Renovation, Phase 6	CCCSD	Gary Rathunde 925 335-7796	\$ 1,663,200.00		Y		N	No water pump station work
Superbay Tanks	SF Airport		\$ 770,000.00			Y	N	No water pump station work, less than \$1.5 M
Digester #1 Cleaning & Cover Replacement	Marin		\$ 574,000.00		Y		N	No water pump station work, less than \$1.5 M
Aeration Air Renovations	CCCSD		\$ 1,430,000.00		Y		N	No water pump station work
Pump Station 5A Replacement	SF Airport		\$ 736,500.00		Y		N	No water pump station work, less than 1.5 M
Randall Bold Treatment Plant	Oakley		\$ 999,000.00		Y		N	No water pump station work, less than \$1.5 M
Alta Heights Water Tanks Replacement	Napa		\$ 501,000.00	Y			N	No water pump station work, less than \$1.5 M
Sky Valley Pump Station Replacement	Vallejo		\$ 175,000.00		Y		N	No water pump station work, less than \$1.5 M
Mare Island Sanitary Sewer Rehabilitation	Vallejo		\$ 3,268,985.00		Y		N	No water pump station work
Pulgs Balancing Reservoir Inlet/Outlet & Sampling Improv	San Mateo		\$ 514,031.00	Y			N	No water pump station, less than \$1.5 M
Calaveras Reservoir Oxygenation	Sunol		\$ 1,069,599.00	Y			N	No water pump station work
Harding Park Clubhouse Phase I	San Francisco		\$ 1,347,000.00			Y	N	No water pump station work
Point Reyes Tank No. 1 replacement	Point Reyes		\$ 335,000.00	Y			N	No water pump station, less than \$1.5 M
Half Moon Bay State Beach Upgrades	Half Moon Bay		\$ 1,800,000.00			Y	N	No water pump station work
Mid John F. Kennedy Drive Utilities	San Francisco		\$ 1,600,000.00			Y	N	No water pump station work
Ryan Park Boardwalk Improv	Foster City		\$ 260,000.00			Y	N	No water pump station work
Downtown Ferry Terminal Project	San Francisco		\$ 1,700,000.00			Y	N	No water pump station work
San Francisco International Airport	San Francisco					Y	N	No water pump station work, older than 10 years
Santa Rosa Creek	Santa Rosa		\$ 4,600,000.00			Y	N	No water pump station work, older than 10 years



**General Contractors
Design – Build
Construction Management**

**TEL (925) 837-1050
Fax (925) 837-1652**

May 30, 2013

**Jorge Bermudez
Engineering Services
City Of Menlo Park
701 Laurel Street
Menlo Park, CA 94025**

**RE: Sharon Heights Pump Station Project – No. 77-008
Aztec Experience Information**

Dear Mr. Bermudez:

Please be advised that as discussed we have completed a more thorough experience package with full resumes on our waterworks and key personal experience. Please note that we have been a Public Works Contractor for the past 27 years. While we do all forms of construction from New Buildings to Utilities, we specialize in Water and Wastewater Treatment Plant Work in the Bay Area.

While we have not completed dozens of pump stations, we certainly have comparable experience in potable water projects ranging from reservoir installations with smaller pumping plants to the setting of deep well pumps in waste water treatment plants. We have the experience and personnel to complete this project to everyone's expectations.

I would suggest that you contact the following references to get an idea as to our reputation and knowledge of all Utility Projects.

Our references are as follows:

Doug Higashi – Sr. Project Manager (EBMUD)	(510) 287-1677
Bill Hossfeld- Supervising Manager (EBMUD)	(510) 287-1131
Don Moore – Supervising Facility Manager (Town of Yountville)	(707) 944-2988
James Larot – Associate Engineer (Contra Costa Water District)	(925) 688-8309
James Pollock – Design Engineer (Lee & Ro Engineering)	(916) 631-0111

Please also note that we have worked with Carollo Engineers on Projects with Contra Costa Water District and Santa Clara Valley Water District.

As a last bit of information, we built and completed the West Bay Sanitary District Headquarters down the street from your office in 2009-2010 with Bill Kitajima.

Please contact us if you have any questions or concerns with any of our information. We are really looking forward to working with you and the City of Menlo Park.

Very truly yours,

E. Frank Duarte

E. Frank Duarte
President

cc: Ed Duarte
Chris DeVette



LIST OF PROJECTS – Public Works Water Works

PROCTOR NO. 2, RILEA & SHAWN RESERVOIRS AND PUMP STATION REHAB. 2012 – 2013
Castro Valley, Richmond & Oakland, CA

East Bay Municipal Utility District

Contact: Doug Higashi
Phone: (510) 287-1677 Fax: (510) 287-1211
Contract Amount: \$3,913,600

This project consists of the following work at (3) EBMUD Reservoirs: Install temporary bypass system and hot taps, draining of tanks, abrasive blast and recoat tank interior; power wash and top coat tank exterior; revise all piping, pumps and valves inside the valve pit; install water quality cabinet; install sample, chemical, aeration lines; install intrusion alarms; install power and lighting at the valve pit; install RTU and other electrical improvements; replace the existing built-up reservoir roofing; repave sections of the access road; install fall protection system; and all other related work. Rilea is complete with the following two scheduled to be complete in August 2.5 months early.

PENITENCIA WATER TREATMENT PLANT MAINTENANCE BUILDING 2011 – 2013
3959 Whitman Way
San Jose, CA 95132

Santa Clara Valley Water District

Contact: Chris Hakes
Phone: (408) 265-2607 xt 3796 Fax: (408) 266-0271
Contract Amount: \$1,417,000

This project consists of the construction of a new metal maintenance building including the foundation and roofing, furnishing and installing all connections to site utilities (water, sewer and storm), connections with PG&E and Pacific Bell, doors, overhead coiling doors, skylights, signage, hoisting equipment, plumbing system, HVAC, light fixtures, dry type transformers, panel boards, conduits and grounding, card access security system, LAN infrastructure system, and fire detection and alarm systems. Work will be completed on schedule in January of 2013.

TREATMENT PLANT PIPING RENOVATIONS, PHASE 6 2011 – 2012
5019 Imhoff Place
Martinez, CA 94553

Central Contra Costa Sanitary District

Contact: Gary Rathunde
Phone: (925) 335-7796 Fax: (925) 372-7892
Contract Amount: \$1,663,200

This project consisted of the installation of miscellaneous 2"-48" piping, new and existing instrumentation, 48" inline Venturi Meter, miscellaneous 2"-24" valves, 12" and 24" submersible pump, new 60" slide gate in effluent channel, stainless steel baffle structure for effluent channels, new day tanks for backup generators and the replacement of the aeration system in effluent channels, and all 8"-12" FRP piping. This project was completed on schedule in September of 2012.

PATTERSON WATER QUALITY CONTROL FACILITY CENTRIFUGE PROJECT

2010 – 2011

14901 Poplar Avenue
Patterson, CA 95363

City of Patterson

Contact: James Pollock
Phone: (916) 631-0111 Fax: (916) 631-0292
Contract Amount: \$1,494,300

This project consists of the installation of a skid mounted centrifuge system, construction of a temporary solids dewatering area, installation of an automatic filter and hypochlorite system, installation of an 8-inch WAS pipeline, one 8-inch secondary effluent pipeline, one 10-inch secondary effluent pipeline, and installation of two submersible pumps. The work also includes related earthwork, paving, piping, electrical and control systems. Work is scheduled for completion in September of 2011.

BOLLMAN WTP NON-IONIC POLYMER SYSTEM UPGRADES

2010

2411 Bisso Lane
Concord, CA 94524

Contra Costa Water District

Contact: James Larot, PE
Phone: (925) 688-8309 Fax: (925) 525-5435
Contract Amount: \$564,600

This project consisted of the demolition of the existing and construction of a new non-ionic polymer system consisting of a dry polymer feeder, a storage hopper with bag loader, a polymer wetting assembly, polymer mixing/aging tanks, integrated system controls, metering pump control panels, associated site improvements, electrical, instrumentation, controls, analyzers, appurtenances, training, and all other related work.

JOINT TREATMENT PLANT TITLE 22 UPGRADES & RECYCLED WATER EXPANSION PROJECT

2009 – 2010

Yountville, CA

Town of Yountville

Contact: Don Moore
Phone: (707) 944-8851 Fax: (707) 944-9619
Contract Amount: \$1,127,275

This project consisted of the construction of recycled water process improvements including demolition, a chlorine contact chamber, a recycled water wet well structure, process piping and appurtenances, backwash pumps and piping, coagulant feed pumps, piping and storage, chlorination piping and control, pump VFD improvements, PLC hardware, software and programming for improved monitoring and control, repair and reconstruction of existing improvements affected by the work, and all other related work. The project was completed in June of 2010.

**SECURITY SYSTEM IMPROVEMENTS – PHASE II
USL WATER TREATMENT PLANT
Oakland, CA**

2008 – 2009

East Bay Municipal Utility District

Contact: Doug Higashi
Phone: (510) 287-1677 Fax: (510) 287-1211
Contract Amount: \$2,116,000

This project required Aztec to furnish and install security system improvements at the Upper San Leandro Water Treatment Plant & Field Reservoir. Work included lighting, CCTV, card readers, gates fencing, fencing sensors, and other miscellaneous security improvements. Construction was completed on time in March of 2009.

**SLEEPY HOLLOW & VALORY
RESERVOIRS AND PUMP STATION REPLACEMENT
Orinda / Lafayette, CA**

2005 - 2006

East Bay Municipal Utility District (E.B.M.U.D.)

Bill Hossfeld, Supervising Engineer
Ph: (510) 287-1131 Fax: (510) 287-1211
Contract Amount: \$2,893,277

This project consists of the replacement of two (2) large welded-steel water storage reservoirs located in the hills north of Lafayette, and Orinda CA. This project includes the demolition and removal of the existing water storage tanks (160,000 and 250,000 gallons), and their replacement with new bolted-steel water tanks (400,000 and 500,000 gallons), revise all piping, pumps and valves inside the valve pit; install water quality cabinet; install sample, chemical, aeration lines; install intrusion alarms; install power and lighting at the valve pit; install RTU and other electrical improvements. The project was completed in December of 2006.

SITE WIDE WET UTILITY REPAIR

2003 – 2004

Department of the Navy - Naval Post Graduate School

Jerry Hallbrook – Project Manager
Ph: (831) 656-3609 Fax: (831) 656-2188
Contract Amount: \$1,394,236

This project consisted of the removal and replacement of significant portions of the existing, aged underground utility systems. Included were improvements to the facility's existing storm drainage system as well as to the existing domestic water, fire protection water, and sewer systems within the Naval Postgraduate School campus. The work was performed at multiple individual work sites throughout the entire NPS facility, and affected virtually every building on that campus. Close coordination of the work and cooperation with the NPS Resident Officer in Charge of Construction (ROICC) office was essential in order to minimize and control the impact on on-going academic pursuits. The project was completed in the spring of 2004.

BERKELEY / LAS TRAMPAS RESERVOIR REPLACEMENT AND PUMP STATION 2002 - 2003
Berkeley / Danville, CA

East Bay Municipal Utility District (E.B.M.U.D.)

Stan Nylander – Project Engineer
Ph: (510) 287-1780 Fax: (510) 287-1211
Contract Amount: \$1,814,000

This project involved complete demolition and replacement of two water tank reservoirs for EBMUD. The Berkeley Hills site included demolition and removal of an existing redwood tank, valve pit and related piping. Replacement consisted of a new 0.4MG bolted steel glass lined tank, revise all piping, pumps and valves inside the valve pit; install water quality cabinet; install sample, chemical, aeration lines; install intrusion alarms; install power and lighting at the valve pit; install RTU and other electrical improvements associated piping and other improvements. The Las Trampas site included demolition and removal of an existing welded steel.

The project also included construction of a trailer-mounted Pump station with associated piping, oil-free compressor and instrumentation and controls at the Las Trampas Pumping plant to maintain water system pressure. Two portable pumps were included in this complex for emergency Use.

LARKEY RESERVOIR IMPROVEMENTS & RECOATING

2001 - 2002

Walnut Creek, CA 94596

East Bay Municipal Utility District (E.B.M.U.D.)

Tony Ballesterio – Project Engineer
Ph: (510) 287-1012 Fax: (510) 287-1211
Contract Amount: \$ 1,114,700

Project Description:

This project consisted of upgrading and renovation to a 2.0 million gallon steel-water reservoir. The tank roof was completely removed and replaced including the addition of a roof hatch. The interior and exterior of the tank was sandblasted with new epoxy coating to the interior and new paint for the outside. All new valves piping, pumps and valves inside the valve pit; install water quality cabinet; install sample, chemical, aeration lines; install intrusion alarms; install power and lighting at the valve pit; install RTU and other electrical improvements associated piping and other improvements. All electrical systems were upgraded to implement new telemetry for the reservoir. This project was completed in the summer of 2002.

FRANK KEASTER

Project Manager / Superintendent

Summary of Experience:

Mr. Keaster is a seasoned professional with over 25 years of experience in the construction of industrial, commercial and public works construction with emphasis on public utility projects.

Education:

OSHA – 30 Hour Certificate

OSHA – 10 Hour Certificate

Specific Experience:

Project Manager, Superintendent for Aztec Consultants (2012 – Present)

Penitencia Water Treatment Plant Maintenance Building - 2012

Santa Clara Valley Water District

Contract Amount: \$1,417,000

Proctor No. 2, Rilea & Shawn Reservoirs Rehabilitation 2012 – 2013

East Bay Municipal Utility District

Contract Amount: \$3,913,600

Sr. Estimator, Project Manager, Superintendent for NCCI, Inc. (2003 – 2011)

Provided estimating, project management and project superintendent services for many successful projects. Coordinated design with city and state engineers, worked on projects for many municipalities involving work for parks and recreation, drinking water, chemical piping, sanitary sewer pump stations, treatment plants, digester covers with gas piping, etc., responsible for supervision of all construction activities as well as personnel working on projects

Project Manager, Superintendent for Trinet Construction (2011 – 2012)

La Grande Pump Station Upgrade

2011 – 2012

City of San Francisco

\$3,200,000

Set up temporary booster pump station and then removed and replaced the existing pump station with a new and upgraded system.

Treatment Plant Piping Renovations, Phase 5

2010 – 2011

CCCSD Martinez, CA
\$2,077,000

Remove and replace 24 inch aeration air piping and down spouts. Remove and replace 6 Mud valves at the DAF Thickeners, 3 and 4 inch pumped drain piping in the tunnel system, 24 inch Butterfly valve at the Clearwell pump structure, and replace the 3 water piping in the West Gallery. Remove and replace 16 inch condenser piping and valves.

Superbay Tanks

2008 – 2009

San Francisco Airport, CA
\$770,000

Lining of sewer pipe along side of taxiway and painting of the water tanks inside the AOA.

Digester number 1 Cleaning & Cover Replacement

2008

Marin, CA
\$574,000

Cleaning of Digester tank and removing the old floating cover, replace with a new cover and replace it with a fixed cover and launder seal.

Aeration Air Renovations

2008

CCCSD Martinez, CA
\$1,430,000

Clean Aeration tanks and epoxy inject grout into air pleatums to stop the air from leaking from the tank floor and change check valves.

Pump Station 5A Replacement

2007 – 2008

San Francisco Airport
\$736,500

Demo existing pump station and dig and shore for new 21 foot deep, poured in place concrete wet well with a new pump station and piping on the top.

Randall Bold Treatment Plant

2007

Oakley, CA
\$999,000

Alta Heights Water Tanks Replacement 2007
Napa, CA
\$501,000

Removal of two existing water tanks and foundations and replaced with bolted steel tanks.

Sky Valley Pump Station Replacement 2006
Vallejo, CA
\$175,000

Demo and replacement of a sewer pump station.

Mare Island Sanitary Sewer Rehabilitation Project 2005 – 2006
Vallejo, CA
\$3,268,965 (Civil Superintendent)

Install trench-less cured-in-place pipe, new or replacement of manholes, new pumps, generator, and level sensors, mechanical and electrical systems.

Pulgas Balancing Reservoir Inlet-Outlet & Sampling Improvements 2005
San Mateo, CA
\$514,031

Demolish and construct new inlet/outlet, including 84-inch butterfly valve and appurtenances.

Calaveras Reservoir Oxygenation 2005
Sunol, CA
\$1,069,599

Install new hypolimnetic oxygenation system, complete with piping/diffusers; upgrade existing dam road, boat ramp, and parking lot.

Started Estimating for work and still worked as a Project Manager and Superintendent on Jobs when needed. (2005)

Harding Park Clubhouse Phase I 2004 – 2005
San Francisco, CA
\$1,347,000

First phase of new clubhouse, includes site preparation, earthwork, foundation, structural steel, metal decking, concrete slab, metal stairs, waterproofing, foundation drainage, fire and water lines, plumbing and electrical lines.

Point Reyes Tank No. 1 Replacement

2004

Point Reyes, CA
\$335,000

Construction of 180,000 gallon cast-in-place reinforced concrete water tank, retaining walls, yard piping and site grading.

Half Moon Bay State Beach, 02/03 DMP and ADA Upgrades **2003 – 2004**

Half Moon Bay, CA
\$1,800,000

Park entrance and campground rehabilitation at Half Moon Bay State Beach in San Mateo County, CA.

Mid John F. Kennedy Drive Utilities

2003

San Francisco, CA
\$1,600,000

Design and construction of two (2) deep well pump station structures; installation of two (2) vertical turbine deep well pumps, piping manifolds, VFDs, and two (2) air compressors; site preparation, trenching, asphalt concrete paving, underground mechanical and electrical conduits and drainage facility.

Project Superintendent for Miller/Thompson Constructors (2000 – 2003)

Responsible for all construction activities including supervision of all personnel on site, responsible for budgets, schedule, and change order negotiations.

CIP 737 Ryan Park Boardwalk Improvements

2002 – 2003

City of Foster City, CA
\$2,600,000

This project includes the demolition of existing Boardwalk and construction of new 20,000 S/F timber boardwalk and Gazebo facilities in Leo Ryan Park. Additionally, a new concrete Amphitheater Stage with windscreen and canopy was constructed. Approximately 230 piles will be furnished and installed, and a concrete grade-beam on driven piles will be constructed. Piles are driven from barge-mounted crane. Includes new ancillary utility systems, architectural features and landscaping in the park.

Downtown Ferry Terminal Project

2001

Port of San Francisco, CA
\$17,000,000

Returned to this \$17 million project for completion and close-out.

San Francisco International Airport
San Francisco, CA

2001

Airfield pavement replacement and jet fuel hydrant cart test stand modifications on the Aircraft Operations Area (AOA).

Santa Rosa Creek, Prince Memorial Greenway – Phase 2000 **2000 – 2001**
City of Santa Rosa, Santa Rosa, CA
\$4,600,000

This project consists of excavation & fill, erosion and sediment control, water distribution, pipe culverts, aggregate surfacing, irrigation systems, stone, lighting, etc.

Downtown Ferry Terminal Project **2000 – 2001**
Port of San Francisco, CA
\$17,000,000

This project consists of 2 new 2-berth Ferry Terminals, concrete pile-supported promenades, entrance portals and access piers, covered hinged ramps, floating barges with covered, integral ramping, utilities, concrete breakwater, and public access.

Marinship Construction Services – Superintendent (1998 – 2000)

San Francisco International Airport **1998 – 2000**
San Francisco, CA
\$11,000,000

Main fuel Line across the AOA. 11,000ft of 24-inch fuel lines fuel vaults and isolation vaults.

Nova Group, Inc. - Carpenter and Concrete Foreman (1994 – 1998)

Construction of a Land Based Ship Handling Facility **1996 - 1997**
Curtis Bay, MD
US Coast Guard, Facilities Design & Construction Center (Atlantic)
Norfolk, VA
\$10,400,000

This project was to construct a ship lift facility and pier, including flood channel walls for US Coast Guard. The project was built in two phases: (a) construction of two finger piers, 340 feet in length, and marginal wharf which supports the 24

Syncrolift winch assemblies with a total lift capacity of 5,310 tons: and (b) construction of a 90'x400' transfer deck to receive and position the ships, both of which required complex heavy mechanical and electrical support systems.

Hydrant Fueling System, Elmendorf AFB, Anchorage, AK US Army Corp of Engineers \$12,000,000	1998
Replace Fuel Tankage, Elmendorf AFB, Anchorage, AK US Army Corp of Engineers \$10,300,000	1998
Replace Fuel Tankage, Travis AFB, Fairfield, CA US Navy, ROICC-Travis \$13,200,000	1997 – 1998
Hydrant Fueling System/Airfield Paving/Ramp Lighting Travis AFB, Fairfield, CA US Navy, ROICC-Travis \$22,000,000	1994 – 1996
Improve Hydrant Fueling System Eielson AFB, AK US Army Corp of Engineers \$7,800,000	1993 – 1995

CHRIS DEVETTEVice President - Construction

Summary of Experience:

Mr. DeVette brings over fifteen years of construction experience to his position. He is especially well qualified in mechanical, electrical, and fire suppression detection building systems. Chris has proven himself a valuable addition to our Project Management staff. Chris also serves as Chair on the Associated Builders and Contractors Unilateral Apprenticeship Committee.

Education:

CSU Hayward - Construction Management Certificate Program - 2004
(2-year Program)

Las Positas College

Computers and Networking

Ohlone College

Digital Electronic and Microprocessor

United States Navy

The following schools were attended at Naval Training Center,
Great Lakes, IL

Electricity and Electronics, Electro-Hydraulic Control Systems

AC/DC Motors

Specific Project Experience:**EBMUD Proctor No.2, Rilea, Shawn Reservoirs & Pump Station
Rehab**

(2012 – 2013)

Project Manager

Contract Amount: \$3,913,000

CCCSD Treatment Piping Renovations Phase 6

(2011 – 2012)

Project Manager

Contract Amount: \$1,578,000

Water Quality Control Facility Centrifuge Project

(2010 – 2011)

Project Manager

Contract Amount: \$1,473,500

Yountville Joint Treatment Plant Recycled Water Expansion

(2009 – 2010)

Project Manager

Contract Amount: \$1,127,000

North Area Service Center & Oakport Storage Center Security Improvements (2008 – 2009)

Project Manager/Superintendent

Contract Amount: \$867,000

Security System Improvements Phase II - USL Water Treatment Plant (2008 - 2009)

Project Manager/Superintendent

Contract Amount: \$1,910,000

Improvements to the ATCAS Computer Equipment Rooms – Bay Area Toll Authority (2007 – 2008)

Project Manager/Superintendent

Contract Amount: \$600,000

Sleepy Hollow & Valory Reservoir Replacement – East Bay Municipal Utility District 2005 - 2006

Project Manager/Superintendent

Contract Amount: \$2,765,100

Standby Generator Modifications – Dublin San Ramon Services District (2005 –2006)

Project Engineer

Contract Amount: \$1,230,000

New Fire Station #1 – City of Newark (2003 –2005)

Project Engineer

Contract Amount: \$4,997,331

Berkeley Hills and Las Trampas Reservoir and Pump station Rehab – East Bay Municipal Utility District (2002 – 2003)

Superintendent

Contract Amount: \$1,800,000

Sabah International – Project Manager (2000 - 2002)

Responsibilities included but were not limited to ensure new installation projects were complete, on time, and under budget. Those projects included all aspects of special hazard fire suppression and fire alarm systems.

Tasks involved the following:

- Managing all personal on job site
- Request bids from subcontractors
- Insuring sub contracts were issued
- Obtaining all required permits and plans
- Insuring project met all local and state fire codes
- Provided a schedule for the project
- Scheduling all inspections required to complete the project
- Provided all training for equipment
- Insured all closeout documentation was completed

Sabah International – Lead Service Technician (1/96 – 1/00)

- Primary responsibilities involved troubleshooting and maintaining all types of fire suppression and detection equipment including HVAC equipment. The equipment included all aspects of electronics and electricity. Additional responsibilities were the supervision of 6-service technicians.

Certifications:

NICET (National Institute Certification Engineering Technology)

- Level 2 Fire Alarm Technology
- Level 2 Special Hazard Fire Suppression System

FSSA (Fire Suppression Systems Association)

OSHA 30-Hour Certified



Public Works Department

Transmitted by email and overnight mail on June 11, 2013.

June 11, 2013

Anderson Pacific Engineering
1390 Norman Avenue
Santa Clara, CA 95054

Attn: Mr. Peter Anderson

Subject: Sharon Heights Pump Station Qualification Statement

Dear Mr. Anderson

Thank you for showing interest in the qualification process for the New Sharon Height Pump Station.

The qualification statement (QS) from your company was received by the City of Menlo Park on May 27, 2013 at or before 2:00 PM (See attachment A). Per the City's review of the QS (See Project By Project evaluation tables, attachment B) your company is found to be the qualified, apparent responsive and responsible bidder for this project.

If you have any question regarding this letter, please contact Mr. Rene Punsalan at (650) 330-6758.

Sincerely,

Fernando Bravo, P.E.
Engineering Services Manager

Cc: File

Attachment – A Qualification Statement submitted by Anderson Pacific
B Project by Project Evaluation Tables

THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT A
SHARON HEIGHTS PUMP STATION REPLACEMENT
CITY OF MENLO PARK PROJECT No. 77-008

ADDENDUM #1
QUALIFICATION STATEMENT

All Prospective Bidders **must** submit the Qualification Statement (QS) herewith Addendum No. 1, in a separately sealed envelope, along with the Bid Package.

Qualifications Statement Requirements: Prospective Bidders shall submit all information and forms specified in the Qualifications Statement, including the Response Sheets, Exhibits "A" and "B" and Contractor to add resumes for key personnel. Failure to provide the required responsibility information as indicated herewith shall constitute grounds for rejection of the QS.

Review of the Qualifications Statement: All information submitted for qualification evaluation will be considered official information acquired in confidence and the City will maintain its confidentiality to the extent permitted by law.

The City and/or its designee will review and evaluate the information contained in each Prospective Bidders' QS within 5 days and notify Prospective Bidders, whether their QS is found responsive and responsible for this project. The sole and discretionary judgment of the City and/or its' designee will determine if a Prospective Bidder is deemed responsible and responsive.

Protesting a Disqualification: Prospective Bidders, who are disqualified for this project, may submit a protest to the City. This protest must be submitted in writing and must provide a basis or grounds for the protest. This written protest must be received by the City within 5 days of the date the City issues a disqualification notification.

RESPONSE SHEETS

Please answer the following questions and sign the Qualifications Statement certification for Sharon Heights Pump Station Replacement Project:

Contractor will be immediately disqualified if the answer to any of questions 1 through 10 is "No."

1. Contractor possesses or will possess a valid and current State of California Contractor's Class "A" license.
 Yes No
2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
 Yes No
3. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
 Yes No
4. Contractor has completed at least 2 (two) potable water supply pump station projects for a Public Agency in the State of California, with a construction value of \$1.5 million or more in the last 5 years.
 Yes No
5. Contractor's Project Manager has a minimum of 10 years of construction experience managing similar building & water system projects, and has managed the construction of at least two potable water pump stations, each with a minimum construction value of \$1.5 million. Please attach a copy of a resume of the proposed Project Manager, detailing the water pump station project descriptions, project responsibilities & relevant experience and project owner references including current contact information.
 Yes No
6. Contractor's Field Superintendent/Foreman has a minimum of 10 years of construction experience constructing similar building & water pipeline system projects, and has construction experience of at least two potable water pump stations, each with a minimum construction value of \$1.5 million. Please attach a copy of a resume of the proposed Field Supervisor/Foreman, detailing the water pump station project descriptions, project responsibilities & relevant experience and project owner references including current contact information.
 Yes No
7. Is the Contractor committing the proposed Project Manager and Field Superintendent/Foreman, to be assigned to this project for the entire construction, start-up and close-out of the project?
 Yes No
8. Has your organization been in business in California as a contractor under your present business name and license number for a minimum of ten years?
 Yes No

9. **Safety.** Has the Contractor maintained an Experience Modification Rate (EMR) of 1.25 or less, on each of the last 3 (three) years?

Yes No

10. **Compliance with Ethical Standards.** Has the Contractor Read Exhibit "A" and executed and attached Exhibit "B."

Yes No

Contractor will be immediately disqualified if the answer to any of questions 11, thru 25 is "Yes."

11. Has your contractor's license been revoked at any time in the last five years?

Yes No

12. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

Yes No

13. At the time of submitting this qualification form, is your firm Ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes No

14. At any time during the last five years, has your firm, or any of its officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes No

15. Has any California State Licensing Board license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes No

16. Was your firm in bankruptcy at any time during the last five years?

Yes No

17. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes No

18. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

19. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

20. Been unable to obtain a bond or been denied a bond for a contract?
 Yes No
21. Defaulted on a contract forcing a surety to suffer a loss?
 Yes No
22. Failed to complete a project within the authorized contract time?
 Yes No
23. Had any mediation or arbitration on a contract initiated by the owner/public agency?
 Yes No
24. Has the Contractor been fined, penalized or otherwise found to have violated any State or Federal fair employment provision or law.
 Yes No
25. Has the Contractor been fined, penalized or otherwise found to have violated any prevailing wage provisions.
 Yes No

Qualifications Statement Certification. The Undersigned declares under penalty of perjury that all of the responsibility information submitted with this form is true and correct and that this Declaration was executed by a duly authorized officer of the Company.

Signature 

Typed or Printed Name and Title Peter E. Anderson, President

Firm Name Anderson Pacific Engineering Construction, Inc.

Address 1390 Norman Avenue

Santa Clara, CA 95054

Telephone Number 408-970-9900 Fax Number 408-970-9975

QS Contact Email Address: pea@andpac.com

Attachments:

- Exhibit A: Ethical Standards for Contractors
- Exhibit B: Affidavit of Compliance with Ethical Standards for Contractors
- Resumes of Project Manager, On-Site General Field Superintendent (if different), and other key personnel

ATTACHMENT "B"

City of Menlo Park
 Sharon Heings Pump Station
 Project No. 77-008

PROJECT BY PROJECT EVALUATION Review Matrix
Anderson Pacific Engineering

Table No. 1 **List of submitted projects for Question No. 4**

Project Name	Owner	Contact	Value	Water	Sewer	Other	Qualify	Findings
Waste Water Treatment Plant Surface Aeration tanks upgrade	E8MUD		\$ 8,000,000.00		Y		N	
Retirement Home & Hospital	Private		\$ 23,000,000.00			Y	N	
San Jose Main Storm Drain pump station	San Jose		\$ 27,000,000.00			Y	N	
Mountain View Emergency Reservoir & Pump Station	City of Mt View	Skip Lewis 858 583 1580	\$ 12,288,042.00	Y			Y	Contacted Mr. Skip Lewis the project designer and CM and confirmed that the project construction was done by AP and Mr. Mirenda, the project consisted on the construction of a 8 million gallon underground tank and pump station.
Milpitas Main Sewage Pump Station	City Of Milpitas	Greg Armendariz	\$ 8,642,992.00		Y		N	
San Jose Alternative Disinfection Project	City of San Jose		\$ 8,805,585.00		Y		N	
RAS & SS valve Replacement	City of San Jose		\$ 729,000.00		Y		N	
Venus Storm Drain Pump Station	City Of Milpitas	Stephen Smith 408 586 2440	\$ 332,800.00			Y	N	
DAF Pressure Retention Tanks	City of San Jose		\$ 819,780.00		Y		N	
Emergency Wells Project	City of Palo Alto	John Rinnert 650 496-6967	\$ 3,870,000.00	Y			Y	Mr. Rinnert was contacted. The project consisted in the design and construction of two emergency wells and the construction of a potable water pump station with water quality testing and injection system. Capable of pumping 1,000 gallon per minute into the City's water system
Union Sanitary District Primary Clarifier Rehab	USD		\$ 7,487,500.00		Y		N	
San Jose Fuel Cell Foundation & Utility interconnection	City of San Jose		\$ 1,741,553.00			Y	N	
River Oaks Storm Pump Station Rehab	City of San Jose		\$ 808,000.00			Y	N	
Union Sanitary District Thickener 3 & 4	USD		\$ 1,489,000.00		Y		N	

Table No. 2 **List of submitted projects for Question No. 5**

Project Name	Owner	Contact	Value	Water	Sewer	Other	Qualify	Findings
Waste Water Treatment Plant Surface Aeration tanks upgrade	E8MUD		\$ 8,000,000.00		Y		N	
Retirement Home & Hospital	Private		\$ 23,000,000.00			Y	N	
San Jose Main Storm Drain pump station	San Jose		\$ 27,000,000.00			Y	N	
Mountain View Emergency Reservoir & Pump Station	City of Mt View	Skip Lewis 858 583 1580	\$ 12,288,042.00	Y			Y	Contacted Mr. Skip Lewis the project designer and CM and confirmed that the project construction was done by AP and Mr. Mirenda, the project consisted on the construction of a 8 million gallon underground tank and pump station.
Milpitas Main Sewage Pump Station	City Of Milpitas	Greg Armendariz	\$ 8,642,992.00		Y		N	
San Jose Alternative Disinfection Project	City of San Jose		\$ 8,805,585.00		Y		N	
RAS & SS valve Replacement	City of San Jose		\$ 729,000.00		Y		N	

Venus Storm Drain Pump Station	City Of Milpitas	Stephen Smith 408 586 2440	\$ 332,800.00			Y	N	
DAF Pressure Retention Tanks	City of San Jose		\$ 819,780.00		Y		N	
Emergency Wells Project	City of Palo Alto	John Rinnert 650 496-6967	\$ 3,870,000.00	Y			Y	Mr. Rinnert was contacted. The project consisted in the design and construction of two emergency wells and the construction of a potable water pump station with water quality testing and injection system. Capable of pumping 1,000 gallon per minute into the City's water system
Union Sanitary District Primary Clarifier Rehab	USD		\$ 7,487,500.00		Y		N	
San Jose Fuel Cell Foundation & Utility Interconnection	City of San Jose		\$ 1,741,553.00			Y	N	
River Oaks Storm Pump Station Rehab	City of San Jose		\$ 808,000.00			Y	N	
Union Sanitary District Thickener 3 & 4	USD		\$ 1,489,000.00		Y		N	

Table No. 3 List of submitted projects for Question No. 6

Project Name	Owner	Contact	Value	Water	Sewer	Other	Qualify	Findings
Waste Water Treatment Plant Surface Aeration tanks upgrade	EBMUD		\$ 8,000,000.00		Y		N	
Retirement Home & Hospital	Private		\$ 23,000,000.00			Y	N	
San Jose Main Storm Drain pump station	San Jose		\$ 27,000,000.00			Y	N	
Mountain View Emergency Reservoir & Pump Station	City of Mt View	Skip Lewis 858 583 1580	\$ 12,288,042.00	Y			Y	Contacted Mr. Skip Lewis the project designer and CM and confirmed that the project construction was done by AP and Mr. Mirenda; the project consisted on the construction of a 8 million gallon underground tank and pump station.
Milpitas Main Sewage Pump Station	City Of Milpitas	Greg Armendariz	\$ 8,642,992.00		Y		N	
San Jose Alternative Disinfection Project	City of San Jose		\$ 8,805,585.00		Y		N	
RAS & SS valve Replacement	City of San Jose		\$ 729,000.00		Y		N	
Venus Storm Drain Pump Station	City Of Milpitas	Stephen Smith 408 586 2440	\$ 332,800.00			Y	N	
DAF Pressure Retention Tanks	City of San Jose		\$ 819,780.00		Y		N	
Emergency Wells Project	City of Palo Alto	John Rinnert 650 496-6967	\$ 3,870,000.00	Y			Y	Mr. Rinnert was contacted. The project consisted in the design and construction of two emergency wells and the construction of a potable water pump station with water quality testing and injection system. Capable of pumping 1,000 gallon per minute into the City's water system
Union Sanitary District Primary Clarifier Rehab	USD		\$ 7,487,500.00		Y		N	
San Jose Fuel Cell Foundation & Utility Interconnection	City of San Jose		\$ 1,741,553.00			Y	N	
River Oaks Storm Pump Station Rehab	City of San Jose		\$ 808,000.00			Y	N	
Union Sanitary District Thickener 3 & 4	USD		\$ 1,489,000.00		Y		N	



Public Works Department

Transmitted by email and overnight mail on June 21, 2013

June 20, 2013

Aztec Consultants
2021 Omega Road, Suite 200
San Ramon, CA 94583

Attn: Mr. E. Frank Duarte

Subject: Sharon Heights Pump Station Project No. 77-008
Letter of Protest to Disqualification

Dear Mr. Duarte,

This will acknowledge the receipt of the written protest letter from Aztec Consultants dated June 14, 2013. We have determined your letter has no merit and therefore the protest is rejected. The City's position remains as stated in the disqualification letter to Aztec Consultants dated June 11, 2013.

Sincerely,

Fernando Bravo, P.E.
Engineering Services Manager

Cc: File
Chip Taylor
Ruben Nino
William McClure



*General Contractors
Design – Build
Construction Management*

*TEL (925) 837-1050
Fax (925) 837-1652*

June 14, 2013

Mr. Jorge Bermudez, P.E.
Engineering Services
CITY OF MENLO PARK
701 Laurel Street
Menlo Park, CA 94025

RE: Sharon Heights Pump Station Project – No. 77-008
Protest to Disqualification of Aztec Experience Record

Dear Mr. Bermudez:

We are in receipt of your letter dated June 12 in which you disqualify our firm as having sufficient experience to build the referenced project. Needless to say, we are in complete disagreement with your decision and hereby file our protest of that ruling.

As mentioned in our previous letter of May 30th, we have been a Public Works Contractor for the past 27 years. While we do all forms of construction from New Buildings to Utilities, we specialize in Water and Wastewater Treatment Plant Work in the Bay Area. As I told you in our phone conversation, we are also bondable to \$15 million dollars.

You have chosen to follow the semantics of your wording in stating that only Potable Water Pump Stations qualify as previous experience. When you consider that Waste Water Pump Stations are virtually identical in physical configuration, there is no basis for such reasoning. I also find it very troubling that you did not listen to the recommendations of the two EBMUD project managers who specifically told you we would be an excellent contractor to build this project.

Finally, did you ever stop to wonder why in this era of extremely competitive bidding, you only received **two bids**; and only one of them is whom you seem to think is qualified?

The plan holders list showed at least four other prime contractors who are obviously qualified as we are, but they no doubt decided against bidding due to your overly restrictive prequalification narrative.

Having been in the public works construction business for over 50 years, I have **NEVER** seen such a narrow interpretation of what you seem to think qualifies as experience. You give no credit whatsoever for **COMPARABLE** experience and that is not in the best interest of your city's taxpayers

I assume your council has no problem has no problem in paying \$100,000 more for this contract as I'm sure they have money to burn. I will make certain this letter is read into the public record as I have no doubt you will rule this protest as invalid.

For the record, we read your PQ requirements but we obviously felt that with our experience you would let logical reasoning prevail. In reading your disqualification letter, it is obvious to me you simply want to make a statement about what you think constitutes prior experience. The wording in your letter sounds more like an attorney than an engineer.

After you rule this protest invalid, you will not be troubled any further with our company, as we will simply not bid to the City of Menlo Park in the future. While agencies such as EBMUD, DSRSD, CCCSD, Contra Costa Water District, and Westbay Sanitation District, all think we are an excellent firm, we apparently are not good enough for the City of Menlo Park.

Very truly yours,

Ed R. Duarte

Ed R. Duarte
CEO

cc: Frank Duarte
Chris DeVette
Menlo Park City Council

THIS PAGE INTENTIONALLY LEFT BLANK



PUBLIC WORKS DEPARTMENT

Council Meeting Date: July 16, 2013
Staff Report #: 13-118

Agenda Item #: D-3

CONSENT CALENDAR: **Award a Construction Contract for the 2013-2014 Slurry Seal Project to VSS International, Inc. in the Amount of \$645,325 and Authorize a Total Construction Contract Budget of \$774,390 for Construction and Contingencies**

RECOMMENDATION

Staff recommends that the City Council award a construction contract for the 2013-2014 Slurry Seal Project to VSS International, Inc. in the amount of \$645,325 and authorize a total construction contract budget of \$774,390 for construction and contingencies.

BACKGROUND

Every two years, staff performs a general street repair project that improves the condition of selected street sections throughout the City. In general, the Slurry Seal Project includes application of a seal coat and new striping and markings on sections in need of moderate improvement. Street sections that are slurry sealed are usually in good condition. Targeted street sections once slurry sealed, are protected to have a prolonged useful life. This investment diminishes the deterioration that would otherwise be costlier in the long run to repair.

In preparation for the Slurry Seal Project, staff had a pavement condition survey conducted that provides a 0-100 Pavement Condition Index (PCI) rating for street condition. Upon completion of the survey, the Pavement Management System (PMS) produces a report that identifies which street sections in the City should be resurfaced and slurry sealed in order to maintain in good working order. The latest PCI report recommended the streets to be slurry sealed in this project. Approximately 8 miles, or 8% of the City's street network, is going to be slurry sealed under this project; the street section list can be found in Attachment B.

ANALYSIS

On July 9, 2013, four (4) bids were submitted and opened for the 2013-2014 Slurry Seal Project. The lowest bidder for the project, VSS International, Inc., submitted a bid in the amount of \$645,325. Attachment A provides the bid summary. Staff has checked the background and references of VSS International, Inc., and is satisfied with its past performance.

IMPACT ON CITY RESOURCES

The construction contract budget for the 2013-2014 Slurry Seal Project consists of the following:

Construction contract amount	\$ 645,325
Contingency	<u>\$ 129,065</u>
Total Construction Contract Budget	\$ 774,390

Sufficient funds are available in the 2013-2014 Street Resurfacing Project Budget for the construction of this Project.

POLICY ISSUES

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

ENVIRONMENTAL REVIEW

The project is categorically exempt under Class I of the current State of California Environmental Quality Act Guidelines, which allows minor alterations and replacement of existing facilities.

PUBLIC NOTICE

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

ATTACHMENTS

- A. Bid Summary
- B. Street Section List

Report prepared by:

Rodolfo Ordoñez
Assistant Engineer

Fernando Bravo
Engineering Services Manager



2013-14 SLURRY SEAL PROJECT

Bid Results

Tuesday, July 9, 2013

Apparent Low Bidder

1. VSS International, Inc.	\$645,325.00
2. Graham Contractors, Inc.	\$650,767.80
3. Central Valley Engineering & Asphalt, Inc.	\$656,994.20
4. Intermountain Slurry Seal, Inc.	\$791,812.25

THIS PAGE INTENTIONALLY LEFT BLANK

2013-2014 SLURRY SEAL PROJECT

No.	Street Name	From	To
1	Alma St.	Burgess Dr.	Willow Rd.
2	Bay Rd.	Willow Rd.	300' N of Willow Rd.
3	Carlton Av.	Newbridge St.	Ivy Dr.
4	Chestnut St.	Santa Cruz Av.	Oak Grove Av.
5	Chilco St.	Constitution Dr.	Bayfront Expwy.
6	Constitution Dr.	Chrysler Dr.	Independence Dr.
7	Crane St.	Menlo Av.	Santa Cruz Av.
8	Glenwood Av.	Laurel St.	Garwood Wy.
9	Henderson Av.	Pierce Rd.	Newbridge St.
10	Hollyburne Av.	Ivy Dr.	Hamilton Av.
11	Hollyburne Av.	Newbridge St.	Ivy Dr.
12	Laurel St.	Ravenswood Av.	Oak Grove Av.
13	Laurel St.	Ravenswood Av.	50' NW of Burgess Dr.
14	Marsh Rd.	Bay Rd.	RR Crossing
15	Menlo Av.	University Dr.	Doyle St.
16	Menlo Av.	Doyle St.	El Camino Real
17	Merrill St.	Santa Cruz Av.	Ravenswood Av.
18	Merrill St.	Oak Grove Av.	Santa Cruz Av.
19	Newbridge St.	Willow Ln.	Willow Rd.
20	Oak Grove Av.	Chestnut St.	Maloney Ln.
21	Pope St.	Laurel Av.	Woodland Av.
22	Pope St.	Gilbert Av.	West O'Connor St.
23	Santa Cruz Av.	El Camino Real	Merrill St.
24	Sharon Park Dr.	45' W of Monte Rosa Dr. (east side)	Sharon Dr.
25	Sharon Park Dr.	385' E of Eastridge Av.	45' W of Monte Rosa Dr. (east side)
26	University Dr.	Millie Av.	Santa Cruz Av.
27	University Dr.	Menlo Av.	Santa Cruz Av.
28	University Dr.	Valparaiso Av.	Millie Av.
29	Willow Rd.	East Creek Dr.	Middlefield Rd.
30	Bay Laurel Dr.	Hermosa Wy.	Olive St.
31	Baywood Av.	Woodland Av.	Blackburn Av.
32	Bolton Pl.	San Mateo Dr.	Bolton Pl. (end)
33	College Av.	Arbor Rd.	University Dr.
34	Garwood Wy.	420' S of Encinal Av.	Glenwood Av.

No.	Street Name	From	To
35	Helen Pl.	San Mateo Dr.	Helen Pl. (end)
36	Lee Dr.	Valparaiso Av.	Lee Dr. (end)
37	Lexington Dr.	Woodland Av.	Concord Dr.
38	Linfield Dr.	Laurel St.	Waverley St.
39	Linfield Pl.	Linfield Dr.	Linfield Pl. (end)
40	Magnolia St.	Oakdell Dr.	Stanford Av.
41	Marmona Dr.	Blackburn Av.	Gilbert Av.
42	McKendry Dr.	Blackburn Av.	Marmona Dr.
43	McKendry Pl.	McKendry Dr.	McKendry Pl. (end)
44	Patricia Pl.	San Mateo Dr.	Patricia Pl. (end)
45	Reyna Pl.	San Mateo Dr.	Reyna Pl. (end)
46	Ringwood Av.	Bay Rd.	Van Buren Rd.
47	Robert S Dr.	Valparaiso Av.	Robert S Dr. (end)
48	Robin Wy.	Marmona Dr.	McKendry Dr.
49	San Mateo Dr.	Middle Av.	San Mateo Dr. (end)
50	Sharon Rd.	Altschul Av.	Alameda de las Pulgas
51	Trenton Wy.	Concord Dr.	Lexington Dr.



PUBLIC WORKS DEPARTMENT

Council Meeting Date: July 16, 2013
Staff Report #: 13-112

Agenda Item #: D-4

CONSENT CALENDAR: Authorize the Public Works Director to Accept the Work Performed by C.F. Archibald Paving Inc. for the 2011-12 Street Resurfacing Project

RECOMMENDATION

Authorize the Public Works Director to accept the work performed by C.F. Archibald, Inc. for the 2011-12 Street Resurfacing Project.

BACKGROUND

On May 22, 2012, the City Council awarded a contract for the 2011-12 Street Resurfacing Project to C.F. Archibald Paving, Inc. in the amount of \$3,167,991. The 2011-12 Street Resurfacing Project consisted of 2-inch asphalt overlay, 3-inch asphalt reconstruction, 4-inch deep-lift asphalt repairs, tree root asphalt damage repairs, and Americans with Disabilities Act (ADA) accessibility upgrades at street sections throughout the City. The initial contract included 71 street sections; however West Bay Sanitary District's (WSBD) requested the City defer improving Hedge Road and Oakhurst Place in order to avert street damage due to WSBD's future project on the same street sections. Staff was able to defer the work on those street sections. Staff is currently working with WSBD in completing this work. Additional street sections were included in the project by using the alternate street funds as allocated, bid as optional work, to capitalize on the low bid unit prices.

The total mileage of City streets treated with 2-inch overlay and a 3-inch grind and overlay during this project was 9.9 miles including the alternate street sections. This project paved approximately 10% percent of the City's 98.6 miles of local City streets. Additionally, under this project, the Onetta Harris Community Center parking lot received 57,060 square feet of three inch mill and overlay treatment; the City downtown Parking Lots 7 and 8 received 3,460 square feet of 4-inch deep asphalt repairs; seven other street sections received approximately 16,225 square feet of 4-inch deep asphalt repairs; and full reconstruction of two storm inlets at Branner Drive.

ANALYSIS

The work for the 2011-12 Street Resurfacing Project has been completed in accordance with the plans and specifications. A Notice of Completion will be filed accordingly. The project was completed within the approved project budget.

Contractor: C.F. Archibald Paving, Inc.
 P.O. Box 37
 3724 Haven Avenue
 Redwood City, CA 94064

One of the requirements under the contract for the project was to recycle all or as much as possible of any generated construction debris. C.F. Archibald Paving, Inc. has presented a “Notice of Potential Claim” to the City for additional costs in disposing of roadway grindings that contained a pavement fabric called Petromat. The City has denied the potential claim. To date, the contractor has not protested the City’s denial of its potential claim or filed suit to pursue its claim. If the contractor pursues the denied claim in some fashion, which is expected, staff will bring the claim back as needed for any further Council action to resolve the claim.

IMPACT ON CITY RESOURCES

Construction Contract Budget

Construction contract	\$ 3,167,991
Alternate Streets	610,000
Contingency	<u>400,000</u>
Total Construction Budget	\$ 4,177,991

Construction Expenditures

Construction Contract	\$ 3,167,991
Alternate Streets	666,032
Contract Change Orders	<u>40,075</u>
Total Project Cost	\$ 3,874,098

The remaining balance of \$303,893 will be credited to the project balance. The above expenditures are only costs associated with the construction contract with C.F. Archibald Paving, Inc.

Alternate street funds were used to add 10 additional street sections to the resurfacing project. Contingency funds were used to make repairs to structural failures of various street sections, and repair base stabilization when unexpected subgrade conditions were encountered in the field. The project was completed within budget.

POLICY ISSUES

There are no policy issues associated with this action. The one-year construction warranty period starts upon City’s acceptance of the work.

ENVIRONMENTAL REVIEW

The project was categorically exempt under Class I of the current State of California Environmental Quality Act Guidelines, and an exemption was filed with the County Recorder's Office.

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

Report prepared by:

Rodolfo Ordoñez
Assistant Engineer

Fernando Bravo
Engineering Services Manager

THIS PAGE INTENTIONALLY LEFT BLANK



PUBLIC WORKS DEPARTMENT

Council Meeting Date: July 16, 2013
Staff Report #: 13-111

Agenda Item #: D-5

CONSENT CALENDAR: **Award a Contract for the Replacement of the Administration Building Uninterruptible Power Supply to Omega Electric in the Amount of \$79,850 and Authorize a Total Construction Contract Budget of \$89,850 for the Equipment and Contingencies**

RECOMMENDATION

Staff recommends that the City Council award a contract for the replacement of the Administration Building Uninterruptible Power Supply (UPS) to Omega Electric in the amount of \$79,850 and authorize a total construction contract budget of \$89,850 for the equipment and contingencies.

BACKGROUND

The City of Menlo Park owns and maintains 26 building facilities. The City hired a consultant in 2004 to prepare a City Buildings Infrastructure Study. The study provided staff information to proactively plan and budget for the replacement and repair of critical building components. The study assessed the long-term projected maintenance costs of major components of City building facilities and enabled staff to manage future maintenance of the facilities by planning for replacement of major systems (HVAC, roof, carpeting, etc.) As a result of the study, the City now includes \$300,000 annually in the Capital Improvement Program budget to address the ongoing maintenance needs of City buildings. One of the projects identified in the study was the repair/replacement of the UPS.

The UPS provides power temporarily between the time PG&E power is interrupted and the time the City's generator comes on. The existing UPS equipment was installed in 1998, when the building was remodeled. The UPS System provides critical temporary power to the Police Dispatch/911 Center and telephone system, as well as the servers for the City's computer system. This equipment is 15 years old and is at the end of its useful life. No company will quote nor contract for preventative maintenance for the system because the manufacturer no longer supports it and replacement parts are no longer available.

ANALYSIS

On June 11 2013, a mandatory pre-bid walk through was held in which six prospective bidders attended. On June 20, 2013, two bids were submitted and opened for the Administration Building UPS Replacement Project. The lowest bidder for the project, Omega Electric, submitted a bid in the amount of \$79,850. Attachment A provides the bid summary. Staff has checked the background and references of Omega Electric and is satisfied with its past performance.

IMPACT ON CITY RESOURCES

The construction contract budget for the Administration Building Uninterruptible Power Supply (UPS) Replacement Project consists of the following:

UPS system installation	\$	79,850
Contingency	\$	<u>10,000</u>
Total Construction Contract Budget	\$	89,850

Sufficient funds are available in the General Fund Capital Improvement Program Fund under the City Buildings (minor) project budget to fund this project.

POLICY ISSUES

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

ENVIRONMENTAL REVIEW

The project is categorically exempt under Class I of the current State of California Environmental Quality Act Guidelines, which allows minor alterations and replacement of existing facilities.

PUBLIC NOTICE

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

ATTACHMENTS

- A. Bid Summary

Report prepared by:
Carl Thomas
Facilities Supervisor

Ruben Niño
Assistant Director of Public Works



**UNINTERRUPTIBLE POWER SUPPLY
(UPS) REPLACEMENT PROJECT**

BID RESULTS

APPARENT LOW BIDDER

THURSDAY, JUNE 20, 2013

	COMPANY	BID AMOUNT
1	Omega Electric	\$79,850
2	Blocka Construction, Inc.	\$142,800

THIS PAGE INTENTIONALLY LEFT BLANK



PUBLIC WORKS DEPARTMENT

Council Meeting Date: July 16, 2013

Staff Report #: 13-119

Agenda Item #: D-6

CONSENT CALENDAR: Authorize the Public Works Director to Accept the Work Performed by Interstate Grading & Paving Inc. for the Alpine Road Bike Improvement Project

RECOMMENDATION

Authorize the Public Works Director to accept the work performed by Interstate Grading & Paving Inc. for the Alpine Road Bike Improvement Project.

BACKGROUND

On December 11, 2012, the City Council awarded a contract for the Alpine Road Bike Improvement Project to Interstate Grading & Paving Inc. in the amount of \$152,994.75. The Alpine Road Bike Improvement Project consisted of reconstructing a 250-foot portion of Alpine Road near the City limit to improve safety of bicyclists. The project installed curbs, gutters, drainage inlet and outfall, roadway resurfacing and restriping the bicycle lanes.

ANALYSIS

The work for the Alpine Road Bike Improvement Project has been completed in accordance with the plans and specifications. A Notice of Completion will be filed accordingly. The project was completed within the approved project budget. The City is receiving a grant for the project in the amount of \$78,000 from the Transportation Development Act Article 3, Pedestrian and Bicycle Funds.

Contractor: Interstate Grading & Paving Inc.
128 South Maple Ave.
South San Francisco, CA 94080

IMPACT ON CITY RESOURCES

Construction Contract Budget

Construction contract	\$152,994.75
Contingency	30,600.00
Total Construction Budget	\$183,594.75

Construction Expenditures

Construction Contract	\$152,994.75
Change Orders	<u>8,071.27</u>
Total Project Cost	\$161,066.02

The remaining balance of \$22,528.73 will be credited to the Transportation Impact Fee fund balance. The above expenditures are only costs associated with the construction contract with Interstate Grading & Paving Inc.

POLICY ISSUES

There are no policy issues associated with this action. The one-year construction warranty period starts upon City's acceptance of the work.

ENVIRONMENTAL REVIEW

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

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

Report prepared by:
Rene Punsalan
Associate Civil Engineer

Ruben Niño
Assistant Director of Public Works



PUBLIC WORKS DEPARTMENT

Council Meeting Date: July 16, 2013
Staff Report #: 13-114

Agenda Item #: D-7

CONSENT CALENDAR: Authorize the Public Works Director to Accept the Work Performed by G. Bortolotto & Co. Inc. for the 2012 Street Resurfacing of Federal Aid Routes Project (Federal Aid Project No. 04-5273 021)

RECOMMENDATION

Authorize the Public Works Director to accept the work performed by G. Bortolotto & Co. Inc. for the 2012 Street Resurfacing of Federal Aid Routes Project (Federal Aid Project No. 04-5273 021).

BACKGROUND

On October 9, 2012, the City Council awarded a contract for the 2012 Street Resurfacing of Federal Aid Routes Project to G. Bortolotto & Co. Inc. in the amount of \$435,169.39. The 2012 Street Resurfacing of Federal Aid Routes Project consisted of milling of existing two-inch asphalt concrete surface and replacement with new two-inch asphalt concrete overlay on Sand Hill Road, between Interstate 280 North off-ramp and 1,100 feet easterly, and on Marsh Road, between the Union Pacific Railroad Tracks and Scott Drive. The project also installed access ramps to meet Americans with Disabilities Act (ADA) requirements.

ANALYSIS

The work for the 2012 Street Resurfacing of Federal Aid Routes Project (Federal Aid Project No. 04-5273 021) has been completed in accordance with the plans and specifications. A Notice of Completion will be filed accordingly. The project was completed within the approved project budget .

Contractor: G. Bortolotto & Co. Inc.
582 Bragato Rd.
San Carlos, CA 94070

IMPACT ON CITY RESOURCES

Construction Contract Budget

Construction contract	\$435,169.39
Contingency	<u>112,000.00</u>
Total Construction Budget	\$547,169.39

Construction Expenditures

Construction Contract	\$435,169.39
Change Orders	<u>65,290.89</u>
Total Project Cost	\$500,460.28

The remaining balance of \$46,709.11 will be credited to the project balance. The above expenditures are only costs associated with the construction contract with G. Bortolotto & Co. Inc.

POLICY ISSUES

There are no policy issues associated with this action. The one-year construction warranty period starts upon City's acceptance of the work.

ENVIRONMENTAL REVIEW

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

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

Report prepared by:
Rene Punsalan
Associate Civil Engineer

Ruben Niño
Assistant Director of Public Works



PUBLIC WORKS DEPARTMENT

Council Meeting Date: July 16, 2013
Staff Report #: 13-122

Agenda Item #: D-8

CONSENT CALENDAR: **Authorize the Public Works Director to Accept the Work Performed by Precision Emprise, Inc. for the Sidewalk Trip Hazard Removal Project**

RECOMMENDATION

Authorize the Public Works Director to accept the work performed by Precision Emprise, Inc. for the Sidewalk Trip Hazard Removal Project.

BACKGROUND

On May 7, 2013, the City Council awarded a contract for the Sidewalk Trip Hazard Removal Project to Precision Emprise, Inc. The project consisted of inspection of sidewalks and horizontal saw-cutting of offset sidewalks that were trip hazards to pedestrians. The Belle Haven neighborhood and Downtown, respectively, were slated focus areas for this year's project. The contractor removed a total of 1,873 offsets (3,524.23 in/ft cut).

In addition, Precision Emprise, Inc. completed a report of locations sites recommending further reconstruction repair of sidewalks where the horizontal saw-cutting method could not mend the trip hazard conditions.

ANALYSIS

The work for the Sidewalk Trip Hazard Removal Project has been completed in accordance with the plans and specifications. A Notice of Completion will be filed accordingly. The project was completed within the approved project budget.

Contractor: Precision Emprise, Inc.
 P.O. Box 8013
 Foster City, CA 94404

IMPACT ON CITY RESOURCES

Construction Contract Budget

Construction Contract	\$ 80,000
-----------------------	-----------

Construction Expenditures

Construction Contract \$ 80,000

The above expenditures are only costs associated with the construction contract with Precision Emprise, Inc.

POLICY ISSUES

There are no policy issues associated with this action. The one-year construction warranty period starts upon City's acceptance.

ENVIRONMENTAL REVIEW

The project is categorically exempt under Class I of the current State of California Environmental Quality Act Guidelines, and an exemption was filed with the County Recorder's Office.

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

Report prepared by:
Fernando Bravo
Engineering Service Manager



COMMUNITY SERVICES DEPARTMENT

Council Meeting Date: July 16, 2013
Staff Report #: 13-115

Agenda Item #: D-9

CONSENT CALENDAR: **Approve the Release of a Notice of Funding Availability to Non-Profit Developers of Affordable Housing and Suspend the Purchase Assistance Loan Program and Neighborhood Stabilization Program and Commit Those Funds to Non-Profit Rental Housing Development**

RECOMMENDATION

Staff recommends approving the release of a Notice of Funding Availability (NOFA) to Non-Profit Developers of Affordable Housing required to be issued within 60 days of adopting the Housing Element and suspending the Purchase Assistance Loan Program (PAL) and the Neighborhood Stabilization Program (NSP) to enable the commitment of those funds to a future non-profit rental housing development project through the NOFA process.

BACKGROUND

Since May 2012, the City has been in the process of updating the Housing Element of the General Plan in compliance with State law and a Court Order (Peninsula Interfaith Action, Urban Habitat Program and Youth United for Community Action vs. City of Menlo Park and Menlo Park City Council, Case No. CIV513882). The Housing Element is one of seven State-mandated elements of the City's General Plan, and provides goals, polices, and implementation programs for the planning and development of housing throughout the City. Housing element law requires local governments to adequately plan to meet their existing and projected housing needs including their share of the regional housing need.

On May 21, 2013, the City Council adopted by resolution the City's Housing Element, and through a series of actions on June 4 and June 11, the City Council adopted ordinances to implement programs associated with the Housing Element. The Housing Element was submitted to the State Department of Housing and Community Development (HCD) on May 30, 2013 for final approval. On June 18, 2013, HCD certified the City's Housing Element through the 2007-2014 planning cycle.

The Settlement Agreement requires the City to issue a NOFA within 60 days of approval of the Housing Element to non-profit developers of affordable housing to extremely-low,

very-low and low income households provided there is an uncommitted balance of at least \$1 million on deposit in the City's BMR fund. The uncommitted fund balance currently exceeds \$1 million dollars, but as discussed below, staff recommends closing out certain committed funds for which there is no current demand. The goal of the NOFA is to develop a substantial number of deed-restricted affordable units within three years of the issuance of the NOFA.

ANALYSIS

The NOFA is designed to create a competitive process supporting rental housing developments that are most likely to be successful in addressing the City's affordable housing needs and that will benefit the community. City BMR funding is intended to fill financing gaps between projected total development costs and other available funding sources.

In order to provide an impactful amount of funding for the NOFA, funds available in the BMR fund can be maximized through the suspension of programs that are not currently viable. The PAL program, for example, has several drawbacks in the current environment which may make the funds allocated to it more useful for development projects, including:

- alternative programs through commercial banks and other non-profit housing programs have better terms (lower interest rates)
- the City no longer has staff to operate the program
- recent experience demonstrates challenges with BMR owners lacking equity in their homes being motivated to stay on track with payments
- and limited BMR purchase opportunities have reduced the need for the program.

Additionally, the NSP, which was created in 2009 to respond to the impacts of the housing crisis on the Belle Haven neighborhood by purchasing blighted homes, rehabilitating them and selling them to families on the BMR waiting list, has also outlived its original purpose. Council originally allocated \$2,000,000 of BMR funds to the NSP with the goal of purchasing and rehabilitating four homes. Two homes were rehabilitated before the market improved. One home has been sold and the second home has a buyer in the process of finalizing their financing. Again, not only does the City no longer have staff capacity to operate the program, the market in the neighborhood has changed dramatically in the last three years and the program is no longer needed.

IMPACT ON CITY RESOURCES

To clarify the amount of funds available for the NOFA, staff is recommending ceasing any further activity in the PAL program and the NSP program. The BMR fund currently has approximately \$2.2 million committed to the PAL program (not including loans receivable). The NSP currently has a balance of \$1.3 million (which will increase by \$270,000 when the second home is sold). In addition, the BMR fund contains \$2.3 million in uncommitted funds. Funding of \$2.5 million has been committed to the CORE project at the VA Campus and \$50,000 is needed to fund the City's contracts with Palo

Alto Housing Corporation (for management of the BMR program) and Hello Housing (for management of the PAL portfolio). This leaves up to approximately \$3.2 million available for the NOFA process (see Attachment B).

POLICY ISSUES

Issuing the NOFA is the final requirement needed to gain compliance with the Court Order (Peninsula Interfaith Action, Urban Habitat Program and Youth United for Community Action vs. City of Menlo Park and Menlo Park City Council, Case No. CIV513882). Since this is the first effort at issuing a NOFA, staff will carefully review what works in the process and any problems encountered and adjust future processes accordingly.

ENVIRONMENTAL REVIEW

Environmental Review is not required.

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. NOFA and Application
- B. BMR Fund Balance

Report prepared by:
Cherise Brandell
Community Services Director

THIS PAGE INTENTIONALLY LEFT BLANK

**City Of Menlo Park
Notice of Funding Availability (NOFA)
July 16, 2013**

The City of Menlo Park is announcing the availability of funds for new affordable rental housing projects in Menlo Park. Approximately \$3.2 million in Below Market Rate housing funds is available under this NOFA to support the acquisition, rehabilitation or new construction of housing that will provide long term affordability. The funding is intended to fill the financing gap between the projected total development costs and other available funding sources.

Qualified non-profit affordable housing developers who can meet the NOFA qualifications and demonstrate their ability to design, build, and manage affordable housing are encouraged to submit proposals. All proposals must be received no later than 5:00 pm November 1, 2013. Applications submitted after this deadline will not be considered. Funding will be awarded by the City Council on a competitive basis to those projects that are most successful in addressing the City's affordable housing needs and benefit the community.

The City is seeking proposals demonstrating: an understanding of the community; the unique attributes and opportunities of the neighborhood where the project would be located; successful experience in developing and managing affordable housing (applicants must have successfully completed a minimum of three affordable housing projects of similar size and complexity as the proposed project to be eligible to submit a proposal); and a commitment to an inclusive and informative public participation process.

Each applicant developer is permitted to submit only one project application for this NOFA. Eligible projects include new construction or acquisition with or without rehabilitation for the purpose of developing affordable rental housing for extremely low, very low, and low income households. Development of emergency shelters for the homeless are not eligible because they do not result in permanent affordable housing. Mixed income projects containing both affordable and market rate rental units are eligible, however, only the affordable housing portion of the project can be assisted under this NOFA.

The City will evaluate proposals based on City Council adopted project goals and housing priorities. All proposals will be reviewed for consistency with the recently adopted Housing Element and the City's General Plan. There will not be a point system applied to these goals and priorities.

To be considered for funding under this NOFA, Project Goals must include:

- Housing units will remain affordable through deed restrictions for at least 55 years

- The project's management plan promotes a healthy living environment for tenants and a compatible relationship with neighbors
- The project is consistent with the goals and objectives of the City's Housing Element and General Plan
- The project has reasonable costs, the ability to compete well in securing competitive funding sources, and is soundly underwritten
- The project will allow the City to spend housing funds expeditiously
- The project site is near transit and services and is convenient for the target population
- The project site allows a development to achieve maximum density
- The building incorporates green building practices and materials
- The project is consistent with the zoning and neighborhood setting
- The project incorporates appropriate community spaces, amenities and services for the target population
- The development team has demonstrated experience with successful affordable housing projects and the capacity to work cooperatively with the community in the design and development of the project

Housing Priorities

- Rental housing targeting extremely low, very low income and low households earning 50 percent or less of the median income for San Mateo County
- Proposals that provide dual benefits by developing affordable housing and creating a substantial improvement of a blighted property and or neighborhood

Application Submittal Requirements

Applicants must submit the following material

- One (1) original and six (6) copies of a complete application with all required supporting materials
- Applications must be submitted by 5:00 pm November 1, 2013
- Under the California Public Records Act all documents submitted as part of this application are considered public records and will be made available to the public upon request
- The attached application form describing the project, the location, the proposed financing, developer qualifications, plans for neighborhood compatibility and engagement and any other information relevant for describing how the project meets the goals stated above.

Application Review

Staff will review all proposals to verify the applicant is eligible. Proposals from developers that do not meet the City's minimum required experience will not be considered. Incomplete proposals will not be considered.

Environmental Review and Assessment

Prior to the final funding commitment, projects must be assessed in accordance with the California Environmental Quality Act (CEQA). If Federal funding is involved, the project will also be assessed in accordance with the National Environmental Policy Act

(NEPA). The environmental review will typically be conducted during the entitlement process.

Application Process Time Line

The tentative time line for evaluating and selecting proposals is anticipated to be:

Circulate NOFA	July 19, 2013
NOFA Proposals Due	November 1, 2013
City Council Study Session	Council meeting in January, 2014
City Council Hearing	Council meeting in February, 2014

Contact Information

Questions regarding this NOFA may be directed to Deanna Chow, Senior Planner by calling 650-330-6733 or sending an email to dmchow@menlopark.org.

Changes to NOFA Process

The City of Menlo Park reserves the right to request additional information from applicants, reject any and all submittals, waive any irregularities in the submittal requirements or cancel, suspend or amend the provisions of this NOFA. If such an action occurs the City will notify all interested parties in advance.

Submit Completed Application (attached) to:

City Clerk, City of Menlo Park
701 Laurel Street
Menlo Park, CA 90425

**CITY OF MENLO PARK
2013 NOFA APPLICATION**

PROJECT APPLICANT

1. Project Applicant

Applicant Name (Organization/ Agency): _____

Primary Contact Person: _____

Address: _____

Phone No: _____

E Mail: _____

What is the role of the Applicant in the project (*check all that apply*)

- Ownership Entity
- Managing Partner or Managing Member
- Sponsoring Organization
- Developer
- Other (describe): _____

2. Legal Status of Applicant

- General Partnership
- JointVenture¹
- Limited Partnership Corporation
- Nonprofit Organization
- Other specify

3. Status of Organization

- Currently Exists
- To be formed (estimated date) : _____

4. Name(s) of individuals who will be General Partner(s) or Principal Owner(s)

¹ If the Applicant is a Joint Venture a Joint Venture Agreement is required clearly describing the roles and responsibilities of each partner who is the lead partner or if the responsibilities are approximately equally split between the partners

PROJECT DESCRIPTION

5. Project Name: _____

Project Address: _____

Assessor's Parcel No: _____

6. Project Type (check all that apply):

- Rental
- Senior
- Special Needs
- Other describe
- SRO Studio Apartments

7. Project Activity (check all that apply):

- Acquisition
- Rehabilitation
- Redevelopment
- New Construction
- Mixed Income
- Mixed Use
- Other (please specify): _____

8. Project Description

No. Units _____ Commercial/Office Uses(specify) _____
No. Res. Bldgs _____ Commercial Floor Area _____
No. Stories _____ Office Floor Area _____
Land Area _____ Residential Floor Area _____
Elevators _____ Other Uses (specify) _____
Community Room(s) Floor Areas _____

9. Parking

Total Parking Spaces _____
Parking Type _____
Residential Spaces and Ratio _____
Guest Spaces _____
Commercial Spaces and Ratio _____
Office Spaces and Ratio _____

10. Number of Housing Units by Income Category

Category	Number of Units	Percentage of Units
0 to 30 AMI Extremely Low Income		
31 to 50 AMI Very Low Income		
51 to 80 AMI Low Income		
Unrestricted		

11. Unit Amenities (air conditioning, laundry in unit, balconies, etc.):

12. Number of Unit Types

Studio _____
1 Bedroom _____
2 Bedroom _____
3 Bedroom _____

PROJECT NARRATIVE

13. Project Description: Provide a brief narrative summary of the proposed project. Please include location, project type (new versus rehab), target population and any unique project characteristics.

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

15. Green Building Features: Describe the green building features that will be incorporated into the project.

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

17. Neighborhood Off-Site Amenities: Describe the property location neighborhood transportation options local services and amenities within 1/4 mile and 1/2 mile of the site.

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

SITE INFORMATION

19. Site Control

a. Site control at the time of application is required. What is the level of site control currently held by the applicant? _____

b. Will site acquisition be a purchase or long term lease? _____

c. What is the purchase price of the land? _____

For proposed leaseholds indicate the amount of the annual lease payment and the basis for determining that amount: _____

d. What is the current County-assessed value of the site? _____

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

20. Site Information

- a. Total square footage of site _____
- b. Existing uses on the site and the approximate square footage of all structures:

c. Planned use of on-site existing structures

- Demolish
- Rehabilitate
- Other (describe) _____

d. Provide the following information for each on-site building to be retained as part of this project: Square Footage, Date Built, No. of Stories.

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

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

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

- h. Is the site in a floodplain? Yes _____ No _____ Map used _____
If yes, type of floodplain _____ number of years _____

i. Describe adjoining land uses:

West _____
East _____
North _____
South _____

21. Zoning

a. What is the current zoning of the project site? _____

b. Is the proposed project consistent with the existing zoning status of the site?

Yes _____ No (explain) _____

c. Indicate any discretionary review permits required for the project (Planned Community Permits, Design Review Permits, Rezoning, etc.)

d. If rezoning is required identify the requested zoning district for the project: _____

22. Community Priorities

a. Explain how this project meets the objectives of the housing goals and priorities identified in this NOFA and the goals and objectives of the City's Housing Element and General Plan:

PROJECT FUNDING

23. Project Budget

- a. City Funds Requested _____ Funds Per Assisted Unit _____
- b. Total Project Cost _____ Cost Per Assisted Unit _____
- c. Other Sources of Permanent Financing not including private bank loans _____

Type of Funding

Amount

- 9% Low Income Housing Tax Credits
- 4% Low Income Housing Tax Credits
- CalHFA/Conventional Lender
- Tax Exempt Multi Family Bonds
- Multi Family Housing Program MHP
- Affordable Housing Program AHP
- County

- d. How will the requested City funding be used? _____
- e. Amount of developer fee and percentage of project cost? _____
- f. Assess the chances of the project securing required funding and steps that will be taken to make the project competitive.

- g. What is the self scored nine percent 9 tax credit tie breaker score for the project if applicable? _____

DEVELOPER EXPERIENCE

Developers must have successfully completed a minimum of three affordable housing projects of similar size and complexity as the proposed project to qualify for this NOFA.

24. Provide a summary of affordable housing experience:

- Years Experience _____
- Number of Projects _____
- Number of Projects in San Mateo County _____
- Average Size of Projects _____
- Number of Units Placed in Service _____

25. Describe three projects completed in the last ten years that are similar to the proposed project and provide photographs of each project

- a. Project 1 / Name of Project _____
Location _____
Number of Units _____
Type of Development (senior, family, etc.) _____
Name of Project Manager _____
Number of Stories _____
Unit Types (studio, 1 bedroom, etc.) _____

Type of Construction _____
 Project Amenities _____
 Entitlement Date _____
 Occupancy Date _____
 Funding Sources _____

b. Project 2 / Name of Project _____
 Location _____
 Number of Units _____
 Type of Development (senior, family, etc.) _____
 Name of Project Manager _____
 Number of Stories _____
 Unit Types (studio, 1 bedroom, etc.) _____
 Type of Construction _____
 Project Amenities _____
 Entitlement Date _____
 Occupancy Date _____
 Funding Sources _____

c. Project 3 / Name of Project _____
 Location _____
 Number of Units _____
 Type of Development (senior, family, etc.) _____
 Name of Project Manager _____
 Number of Stories _____
 Unit Types (studio, 1 bedroom, etc.) _____
 Type of Construction _____
 Project Amenities _____
 Entitlement Date _____
 Occupancy Date _____
 Funding Sources _____

26. Personnel

List the names of key members of the applicant's development team, their titles, responsibilities, and years of experience in affordable housing.

Project Staff	Name	Role in Proposed Project	Years of Housing Devt Experience	Years with this Developer
Project Manager				
Director of Real Estate Development				
Executive Director				
Chief Financial Officer				
Other				
Other				

27. Other Team Members

Indicate which of the following development team members have been selected and identify them if different from applicant:

- Developer _____
- Architect(s) _____
- Engineer(s) _____
- Attorney(s) and/or Tax Professionals _____
- Property Management Agent _____
- Financial and Other Consultant (s) _____
- General Contractor _____
- Investor _____

28. List all other participants and affiliates (people, businesses, and organizations) proposing to participate in the project

Name	Address

29. **Property Management**

Describe how the property will be managed including the number of staff, locations and management office hours.

30. If the project will be managed by an agency other than the project applicant describe the project applicant's role in the ongoing management of the project and resolution of management issues.

Applicant Certification

I certify that the information submitted in this application and all supporting materials is true, accurate and complete to the best of my knowledge. I acknowledge that if facts and or information herein are found to be misrepresented it shall constitute grounds for disqualification of my proposal. I further certify that all of the following statements are true except if I have indicated otherwise on this certification:

- I have not sold any of the projects listed on the IO Year Projects list
- No mortgage on a project listed by me has ever been in default, assigned to the Government, or foreclosed, nor has mortgage relief by the mortgagee been given
- I have not experienced defaults or noncompliance under any contract or regulatory agreement nor issued IRS Form 8823 on any Low Income Housing Tax Credit (LIHTC) project on the IO Year Projects list
- To the best of my knowledge there are no unresolved findings raised as a result of Agencies' audits, management reviews or other investigations concerning me or my projects for the past ten years
- I have not been suspended, been barred or otherwise restricted by any state agency from participating in the LIHTC program or other affordable housing programs
- I have not failed to use state funds or LIHTC allocated to me in any state

I have checked each deletion, if any, and have attached a true and accurate signed statement, if applicable, to explain the facts and circumstances which I think help to qualify me as a responsible principal for participation in this NOFA

Applicant Name(s) _____
Signature Date _____
Print Name and Title _____

This application and all supporting material are regarded as public records under the California Public Records Act.

APPLICATION SUPPORTING MATERIAL

In addition to submitting a complete application the following additional supporting material must be provided with the application:

1. Cover Letter

Provide a brief summary of the proposed project and discuss your agency's qualifications and why your proposal should be selected for funding

2. Community Outreach Plan

Include the plan for conducting community outreach to neighbors of the proposed development and interested community groups. The Outreach Plan should describe how the developer intends to build support for the project and address community concerns. The Outreach Plan should also discuss any anticipated community concerns and how they would be handled.

3. Development Schedule

Include a detailed project schedule identifying all major milestones. The schedule must include major milestones for the development approval process such as purchase of the property, community outreach process, financing, applications, approvals, closings, project construction and lease up. Projects with schedules projecting completion within three years will be given priority.

4. Experience and References

Provide resumes and project experience for all key staff working on the project including but not limited to: principals, project manager, project staff and financial officer. Indicate the level of experience of the project manager with projects similar to the proposal. Provide at least three 3 references from City or County staff involved with projects completed in the last six 6 years.

5. Photos

Attach recent clearly labeled photos of the project site and surrounding area.

6. Board of Directors

Provide a listing of the Board of Directors including the city of residence.

**BELOW MARKET RATE HOUSING RESERVE
FUND BALANCE and ANTICIPATED REVENUES
as of 5/28/13**

FUND BALANCE

Designated for PAL Loans and available (not including loans receivable)	2,202,969
Designated for Neighborhood Stabilization Program Balance (recommend elimination)	996,000
Designated for Hamilton Housing Project (not needed -- sale in process)	57,815
Sale of 297 Terminal Ave	484,000
Sale of 1441 Almanor	295,000
Fees collected in FY 2012	365,274
Undesignated	1,389,938
Current balance	5,790,996
less annual contracts with PAHC (\$35,250) and Hello Housing (\$12,000)	-47,250
less designation for CORE	-2,500,000
Total currently available	3,243,746
Reserved for/Designated for Habitat for Humanity Neighborhood Revitaliation (hold/not available)	650,000

ANTICIPATED BMR REVENUES FROM APPROVED and PENDING PROJECTS

Sale of properties held (Hollyburne, Sage, Riordan) assume all BMR sales	893,201
Menlo Gateway	8,543,207
Laurel 6 Unit	180,000
Kelly Court	74,497
Commonwealth	1,796,267
TOTAL APPROVED PROJECT FUTURE REVENUES	\$11,487,172.63

THIS PAGE INTENTIONALLY LEFT BLANK



COMMUNITY SERVICES DEPARTMENT

Council Meeting Date: July 16, 2013
Staff Report #: 13-120

Agenda Item #: D-10

CONSENT CALENDAR: **Adopt a Resolution Authorizing the Execution of a Contract with the State of California Department of Education for Reimbursement to the City up to \$577,412 for Child Care Services at the Belle Haven Child Development Center for Fiscal Year 2013-14**

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution executing a contract with the State of California Department of Education for reimbursement to the City for up to \$577,412 for the delivery of child care services at the Belle Haven Child Development Center for FY 2013-14.

BACKGROUND

The City of Menlo Park has operated the Belle Haven Child Development Center (BHDC) for over 30 years. The Belle Haven Child Development Center is licensed by the State Department of Social Services to provide quality child development services to families in Menlo Park and surrounding cities. The program receives funding from the State Department of Education, USDA Child and Adult Care Food Program, user fees and the City of Menlo Park. The program seeks to build the children's self-esteem by providing developmentally appropriate materials and activities that support social, emotional, physical and cognitive abilities. Children are provided breakfast, lunch, and snacks daily. Until FY 2010-11, a highly trained and committed staff taught approximately 96 children 3-5 years of age. Reductions in State funding for FY 2011-12 and FY 2012-13 required a decrease in program participation resulting in only 72 children enrolled. The teacher to child ratio is maintained at 1:8.

Currently, the seventy-two (72) program participants are subsidized under the California Department of Education Child Development Division (CDD) State Preschool Program. State funding restrictions require all parents of children enrolled in the CDC's subsidized slots to be working, in school or training, or be incapacitated. All families of children enrolled in the CDC must meet strict income eligibility requirements. The State contract also provides funding for additional resource materials, such as classroom supplies and small equipment to support these families.

A resolution must be adopted annually in order to certify the approval of the funding by the Governing Board of the jurisdiction receiving the reimbursement and to authorize the designated personnel to enter into the contract with the California Department of Education. The City Manager has been identified as the Executive Director or the Authorizing Agent for the City of Menlo Park for the purpose of signing the contract. A copy of the contract is included as Attachment B.

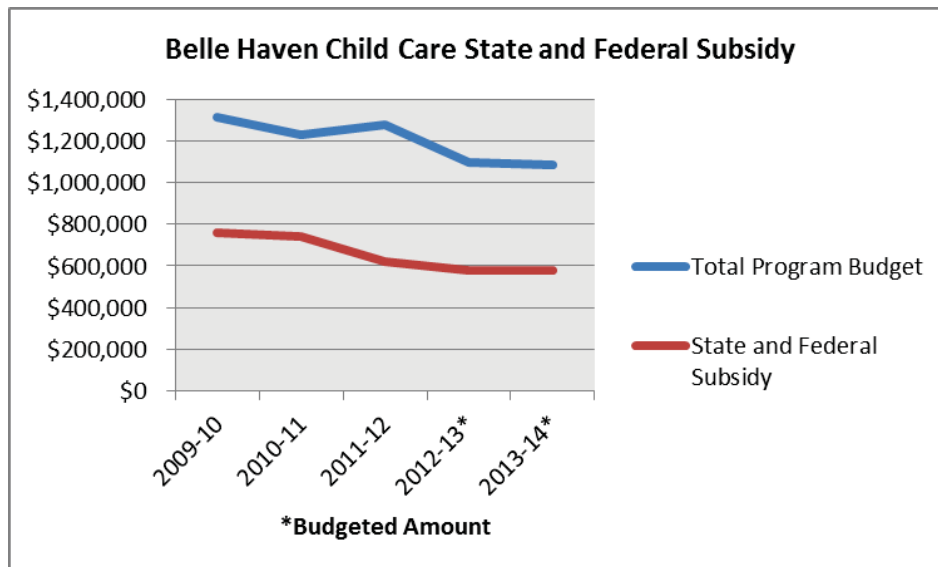
ANALYSIS

Under the terms of the contract, the City agrees to expend contract funds on reimbursable costs necessary to provide child care services for eligible children. The City is also required to meet all reporting requirements and other standard contract provisions. The contract specifies minimum service requirements of 246 days of operation during the fiscal year and 15,555 child days of enrollment. The reimbursement rate is \$37.12 per child per day, up to a maximum of \$577,412 based on the minimum service requirements.

Due to California’s recent financial crisis, the contract minimum daily enrollment requirements have been reduced over the past few years. In FY 2012-13, the contract minimum daily enrollment requirements were reduced to 15,553 from 16,708 in FY 2011-12 and 21,587 in FY 2010-11. This translates, roughly, to a capacity of 60 subsidized slots, a further reduction from the 96 slots available in 2009-10. Over 100 families remain on the program’s waiting list. However for FY 2013-14, there are no additional reductions being proposed to the minimum daily enrollment requirements of 15,555.

Fiscal Year	Total Program Budget	State Subsidy	General Fund Contribution	Percent State Decrease	Number Subsidized Slots
2009-10	\$1,316,010	\$759,338	\$556,672	-----	96
2010-11	\$1,233,398	\$742,162	\$491,236	2.26%	96
2011-12	\$1,278,872	\$620,207	\$658,665	16.43%	74
2012-13*	\$1,096,007	\$577,412	\$518,595	6.90%	66
2013-14*	\$1,087,187	\$577,412	\$509,775	0%	66

*Budgeted amount



IMPACT ON CITY RESOURCES

The City will receive up to \$577,412 to support the Belle Haven Child Development Center through the State contract proposed for authorization. The City anticipates receiving additional revenues from parent fees, small grants, food reimbursements and other small revenue sources. The City’s budgeted direct cost to operate the Belle Haven Child Development Center is \$1,087,187. When accounting for the additional program revenues that are anticipated for the coming year, the net cost to the City for the BHCDC program for FY 2013-14 is \$431,317.

POLICY ISSUES

The recommendation does not represent any change to existing City Council Cost Recovery Policy which is currently 30-70% for the BHCDC. The reduction in the State reimbursement rate does increase the offsetting revenue required to pay for the program.

As discussed above, the State budget or the requirements of this particular program may change, which would require further consideration by the City Council. Staff will present additional information as it becomes available.

ENVIRONMENTAL REVIEW

Approval of the contract is not deemed a project under the California Environmental Quality Act.

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 Authorizing the City Manager to Execute a Contract
- B. Contract with State of California Department of Education

Report prepared by:
Natalie Bonham
Program Supervisor – BHCD

Derek Schweigart
Asst. Director Community Services

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK AUTHORIZING AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF EDUCATION TO RECEIVE THE SUBSIDY FOR CHILD CARE AND DEVELOPMENT SERVICES FOR FISCAL YEAR 2013-14.

WHEREAS, the City of Menlo Park has operated the Belle Haven Child Development Center (BHCDC) for over 30 years; and

WHEREAS, the program offers developmentally appropriate materials and activities that support social, economical, physical and cognitive abilities; and

WHEREAS, the program receives funding from the State of California Department of Education; and

WHEREAS, the State contract also provides funding for additional resource materials such as classroom supplies and small equipment to support the participating families; and

WHEREAS, a resolution must be adopted annually in order to certify the approval of the funding by the City Council receiving the reimbursement and authorizing the designated personnel to enter into the contract.

BE IT AND IT IS HEREBY RESOLVED that the City Council of the City of Menlo Park authorizes entering into local agreement number CSPP-3499 reimbursing the City up to \$577,412 for child care services at the Belle Haven Child Development Center for fiscal year 2013-14, and that the person who is listed below is authorized to sign the transaction for the City Council.

Alex McIntyre
Name

City Manager
Title

I, Pamela Aguilar, Acting City Clerk of the City of Menlo Park of San Mateo County, California, do hereby certify that the above and foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of Menlo Park at a meeting thereof held at a regular public place of meeting on this sixteenth day of July, 2013, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this sixteenth day of July, 2013.

Pamela Aguilar
Acting City Clerk

THIS PAGE INTENTIONALLY LEFT BLANK



DATE: July 01, 2013

CONTRACT NUMBER: CSPP-3499

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 41-2184-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: CITY OF MENLO PARK

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at http://www.cde.ca.gov/fg/aa/cd/), the CURRENT APPLICATION, and an AGENCY SITE LISTING (ATTACHMENT A) which by this reference are incorporated into this contract.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2013 through June 30, 2014. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$37.12 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$577,412.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 15,555.0

Minimum Days of Operation (MDO) Requirement 246

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines, printed names, titles, and financial details like amount encumbered and program category.

CONTRACTOR'S NAME: CITY OF MENLO PARK

CONTRACT NUMBER: CSPP-3499

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 107,648	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-2184	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 107,648	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 59,281	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-2184	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 59,281	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 250,066	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-2184			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 250,066	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 160,417	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2184			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 160,417	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

S:\ADMIN\HOMEPAGE\GTC-610.doc



SUCCESSOR AGENCY

To the Community Development Agency of the City of Menlo Park

Council Meeting Date: July 16, 2013

Staff Report #: 13-116

Agenda Item #: D-11

CONSENT CALENDAR:

Adopt a Resolution Approving the Fourth Extension of the Escrow Timeline for 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 Due to Delays in Obtaining State Department of Finance Approval for the Sale

RECOMMENDATION

Successor agency staff recommends the City Council, acting as the Board of the Successor Agency of the former Menlo Park Community Development Agency, adopt a resolution extending the escrow timeline of 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 due to the time needed to obtain State Department of Finance approval.

BACKGROUND

The Oversight Board of the former Menlo Park Community Development Agency 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 in November of 2012. 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. Close of escrow is contingent upon approval of the sale by the State Department of Finance (DOF). The PSA provided that if the Agency did not obtain DOF approval by the middle of March, either party could terminate the Agreement. DOF has refused to process the Agency's request for approval until: it has approved the Agency's Due Diligence Report (DDR); it has reviewed a Long Range Property Management Plan for the Successor Agency and DOF has issued a completion letter. Due to delays on the part of the DOF, the Successor Agency and the Oversight Board previously approved an extension until April 30th to obtain DOF approval of the sale and approved a reduction in the sale price to \$7.650 million as a result of the Buyer's due diligence discovery of environmental contamination of the property.

The DOF issued a letter conditionally approving the Agency's DDR and disallowing certain items listed in the DDR. The Agency responded to the letter providing the DOF with additional documentation supporting all of the items in the DDR and requested a "meet and confer" conference with DOF. City staff held a "meet and confer" conference call with the DOF on Wednesday, April 10 and all questions were addressed. On June 21st, The Successor Agency received approval of the DDR, allowing us to move to the next step in the process, approval of the Long Range Property Management Plan (LRPMP). Although staff has originally submitted this Plan in February, it was resubmitted. DOF auditing staff have subsequently requested additional documentation and Agency staff have submitted the documents. Once the LRPMP is approved, we expect to receive a Letter of Completion, clearing the way for approval of the sale.

As the current (third amendment) to the Purchase and Sale Agreement expired on July 1, the purpose of this extension for 60 days is to ensure that there is sufficient time to obtain the completion letter from DOF and then obtain approval of the sale.

The Oversight Board met on June 20th and unanimously approved this extension.

The proposed Fourth Amendment to PSA is included as Attachment A.

IMPACT ON CITY RESOURCES

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 to Greenheart Land Company LLC for a housing development, 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.

PUBLIC NOTICE

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

ATTACHMENTS

- A. Resolution
- B. Proposed Fourth Amendment to Purchase and Sale Agreement

Report prepared by:
William L. McClure
City Attorney

RESOLUTION NO.

RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MENLO PARK APPROVING AMENDMENT 4 TO THE PURCHASE AND SALE AGREEMENT WITH GREENHEART LAND COMPANY FOR THE SALE OF PROPERTY OWNED BY THE FORMER COMMUNITY DEVELOPMENT AGENCY LOCATED AT 777-821 HAMILTON AVENUE

WHEREAS, on December 3, 2012, the Oversight Board approved Resolution 12-006, approving a purchase and sale agreement for the real property located at 777-821 Hamilton Avenue within the City of Menlo Park is the only real property asset owned by the former Community Development Agency; and

WHEREAS, on January 7, 2013, City of Menlo Park staff was informed that the environmental consultants hired by the buyers had discovered two issues requiring further investigation and likely remediation; and

WHEREAS, at a public meeting on January 14, 2013, the Oversight Board received a report from the Successor Agency recommending extending the buyer's due diligence period to accommodate their additional environmental investigation for twenty-one days; and

WHEREAS, at a public meeting on February 26, 2013, the Oversight Board approved a second amendment to the Purchase and Sale Agreement to accommodate additional time needed by the State Department of Finance to review and approve the sale; and

WHEREAS, at a public meeting on April 30, 2013, the Successor Agency Board approved a third amendment to the Purchase and Sale Agreement to accommodate additional time needed by the State Department of Finance to review and approve the sale; and

WHEREAS, the State Department of Finance has not yet approved the sale and the current (third) amendment to the Purchase and Sale Agreement expiring on July 1, 2013;

NOW THEREFORE, BE IT RESOLVED, that the Successor Agency is authorized to enter into a fourth amendment to the purchase and sale agreement extending the buyer's due diligence period for sixty days from the date the third amendment expires (September 1, 2013).

I, Pamela Aguilar, Acting Secretary to the Successor Agency, do hereby certify that the above and foregoing was duly and regularly passed and adopted at a meeting by said Agency on this sixteenth day of July, 2013, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Pamela Aguilar
Acting City Clerk

THIS PAGE INTENTIONALLY LEFT BLANK

Fourth Amendment to Purchase and Sale Agreement

This Fourth Amendment to Purchase and Sale Agreement (“**Fourth Amendment**”) is made as of June 21, 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, amended by that certain First Amendment to Purchase and Sale Agreement dated January 14, 2013, amended by that certain Second Amendment to Purchase and Sale Agreement dated February 26, 2013 (as amended, the “**Original Agreement**”), and amended by that certain Third Amendment to the Purchase and Sale Agreement dated April 23, 2013, 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, Second Amendment, Third Amendment and this Fourth Amendment are referred to together as the “**Agreement.**”

NOW, THEREFORE, the parties agree as follows:

1. **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 September 1, 2013.
2. **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 Fourth Amendment and the provisions of the Original Agreement, the provisions of this Fourth Amendment shall control.
3. **Effective Date of Amendment.** This Fourth 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 July 16, 2013, or the Agreement shall terminate. Execution of this Fourth Amendment by the Seller is contingent upon such approvals.
4. **Counterparts.** This Fourth 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 Fourth 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.
5. **Governing Law.** This Fourth 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 Fourth 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



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

Tuesday, April 16, 2013 at 5:30 p.m.
701 Laurel Street, Menlo Park, CA 94025
City Council Chambers

Mayor Ohtaki called the Closed Session to order at 5:34 p.m. with all Council Members present.

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 Police Management Association (PMA)

Attendees: Alex McIntyre, City Manager, Starla Jerome-Robinson, Assistant City Manager, Bill McClure, City Attorney, Gina Donnelly, Human Resources Director, Robert Jonsen, Police Chief, Dave Bertini, Commander

Public Comment

- Mickie Winkler read from a handout that she provided to the Council which included suggestions on reducing employee costs (*Handout*)

The Council went into Closed Session at 5:42 p.m.

Mayor Ohtaki called the Regular Session to order at 7:13 p.m. with all members present.

Mayor Ohtaki led the Pledge of Allegiance.

ANNOUNCEMENTS

Mayor Ohtaki announced that the meeting would be closed in Memory of Beverly “BJ” Perkins, Secretary in the City Manager’s Office from 1994-2007.

Mayor Ohtaki stated that thoughts and prayers go out to the victims of the bombing at the Boston Marathon yesterday.

REPORT FROM CLOSED SESSION

There was no reportable action from Closed Session.

A. PRESENTATIONS AND PROCLAMATIONS

A1. Proclamation declaring April 19th as “Menlowe Ballet Day” (*Attachment*)
Mayor Ohtaki presented the proclamation to Lisa Shiveley, Executive Director, Menlowe Ballet.

A2. Presentation of Environmental Quality Awards
Mitch Slomiak, Environmental Quality Commission Chair, presented the following Environmental Quality Awards:

For Climate Action:

- Facebook, accepted by Lauren Swezey

- Menlo Business Park, accepted by Ron.

For Environmental Education:

- Backyard Composting, accepted by Carolyn Dorsch

For Resource Conservation:

- Pacific Bioscience, accepted by Deborah Martin and Paul Intrieri

For Sustainable Building:

- Hillview Middle School, accepted by School Board Member Ahmad Sheikholeslami and Giesel

A3. Presentation regarding San Francisquito Creek Community Outreach Plan Program EIR for projects upstream of Highway 101 and Pope/Chaucer Bridge Project by Len Materman, SFCJPA Executive Director

Len Materman, SFCJPA Executive Director, provided information on the San Francisquito Creek Community Outreach Plan Program EIR for projects upstream of Highway 101 and Pope/Chaucer Bridge Project. (*PowerPoint*)

A4. Bay Area Water Supply and Conservation Agency (BAWSCA) update by Representative Kelly Fergusson

Kelly Fergusson provided a report on the activities of BAWSCA.

B. COMMISSION/COMMITTEE VACANCIES, APPOINTMENTS AND REPORTS

B1. Consider applicants for appointment to fill three vacancies on the Parks and Recreation Commission; and one vacancy on the Transportation Commission ([Staff report #13-061](#))

Staff presentation by Margaret Roberts, City Clerk

Public Comments

- James Morgan spoke in support of Adina Levin for the Transportation Commission.
- Henry Riggs spoke in support of Philip Mazzara for the Transportation Commission.
- Nell Triplett spoke in support of Adina Levin for the Transportation Commission.
- Gita Dev spoke in support of Adina Levin for the Transportation Commission.
- Andrew Boone spoke in support of Adina Levin for the Transportation Commission.

ACTION: By acclamation the following appointments were made for the Parks and Recreation Commission:

- Noria Zasslow – Term ending April 30, 2014
- Marianne Palefsky – Term ending April 30, 2015
- Kristin Cox – Term ending April 30, 2016

ACTION: Rich Cline nominated Adina Levin and Catherine Carlton nominated Philip Mazzara and with a unanimous vote Adina Levin was appointed to fill the unexpired term through April 30, 2014.

C. PUBLIC COMMENT #1

- Elizabeth Houck read a letter into record regarding the General Plan. (*Letter*)
- Matt Henry stated that he made two points at the last Council meeting that were taken Belle Haven should be loaded with trees because of the Facebook West Campus. The

only place that should have three stories is at the Haven site. Belle Haven is a one story community and trying to jam in more houses would not work.

- Michael Francois spoke regarding chemicals in the water and provided a handout to the Council. (*Handout*)
- Patti Fry requested that the Specific Plan be placed on a Council agenda with a date specific for review.
- Susan Connely requested that the Specific Plan be placed on a Council agenda with a date specific for review and requested a moratorium on all office space throughout Menlo Park.
- Osnat Lowenthal requested that the Specific Plan be placed on a future agenda for review.

D. CONSENT CALENDAR

ACTION: Motion and second (Keith/Cline) to approve the Consent Calendar Items D1, D3 and D5 passes unanimously .

D1. Adopt **Resolution No. 6138** accepting dedication of a public access easement and authorizing the City Manager to sign the certificate of acceptance for the 1035 O'Brien Drive Frontage Improvements Project ([Staff report #13-058](#))

D3. Approve the response to the San Mateo Grand Jury Report "Can We Talk? Law Enforcement and Our Multilingual County" ([Staff report #13-063](#))

D5. Authorize the City Manager to enter into an agreement with Municipal Revenue Advisors, Inc., to perform sales and use tax services in connection with the Development Agreement for the Facebook West Campus Project and approval of **Resolution No. 6139** authorizing the examination of sales and use tax records by Municipal Revenue Advisors, Inc. ([Staff report #13-064](#))

D2. Adopt amended Resolution of Intention to abandon a portion of Louise Street ([Staff report #13-057](#))

Item pulled by Council Member Keith for discussion

NOTE: Vice Mayor Mueller announced he is recused due to the proximity of his property and left the Council Chambers at 8:44 p.m.

ACTION: Motion and second (Keith/Cline) to approve **Resolution No. 6140** an Amended Resolution of Intention to abandon a portion of Louise street passes 4-0-1 (Recused: Mueller)

NOTE: Vice Mayor Mueller returned to the meeting at 8:46 p.m.

D4. Receive the San Francisquito Creek Joint Powers Authority projects update and approve the Project Community Outreach Plan ([Staff report #13-062](#))

Item pulled by Council Member Carlton for discussion

ACTION: Motion and second (Carlton/Cline) to receive the update and approve the Project Community Outreach Plan passes unanimously.

D6. Accept minutes from the Council meetings of March 26 and April 2, 2013 ([Attachment](#))
Item pulled by Council Member Carlton for discussion

Council Member Carlton would like any amendments to the minutes to be documented in the minutes. Vice Mayor Mueller added that he would like additional comments in the minutes regarding the Council discussion on the Capital Improvement Plan.

ACTION: By consensus the Council held over the minutes to the next Council meeting.

E. PUBLIC HEARINGS

E1. Conduct a Public Hearing and consider a resolution approving a Conditional Development Permit amendment for the property located at 401 Pierce Road ([Staff report #13-059](#))
Staff presentation by Thomas Rogers, Senior Planner

Mayor Ohtaki opened the Public Hearing at 8:56 p.m.

There were no comments made during the Public Hearing.

Motion and second (Cline/Keith) to close the Public Hearing at 8:57 p.m. passes unanimously.

ACTION: Motion and second (Keith/Cline) taking the following actions passes unanimously:

Adopt the finding that the project is categorically exempt under Class 1 (Section 15301, "Existing Facilities") of the current CEQA Guidelines; and

Adopt **Resolution No. 6141** approving the Conditional Development Permit amendment for the addition of 747 square feet of gross floor area to an existing private recreation facility and to increase the maximum FAR to 45 percent, subject to the requirements of the Conditional Development Permit and removing paragraphs 5.1(recordation) and 7.1 (Indemnity by Owner).

F. REGULAR BUSINESS

F1. Consideration of a Mixed-Use Development Proposal at 500 El Camino Real, including options for the project review process ([Staff report #13-066](#))

NOTE: Vice Mayor Mueller announced he is recused due to the proximity of his property and left the Council Chambers at 8:59 p.m.

Staff presentation by Thomas Rogers, Senior Planner

Applicant presentation by Steve Elliott showing the proposed project at 500 El Camino Real (*PowerPoint*)

Public Comment

- Barbara Hunter spoke in opposition to the project
- Tim Straight spoke in opposition to the project
- Clem Molony spoke in favor of the project
- Perla Ni spoke in opposition to the project and regarding safety issues
- Stefan Petry spoke in opposition to the project and presented a report card rating of the project
- Kevin Vincent Sheehan spoke in opposition to the project and regarding traffic
- Nancy Borgeson spoke in opposition to the project
- Mike Lauza spoke in opposition to the project
- Gail Svedanesis spoke in opposition to the project

- Henry Riggs spoke in favor of the project and asked Council to consider under crossings
- Gita Dev spoke regarding the need for a jobs-housing balance
- Adina Levin spoke regarding housing and traffic and asked Council to consider establishing an infrastructure fund
- Frank Carney spoke in opposition to the project
- George Fisher discussed concerns regarding the project
- Cherie Zaslowky spoke in opposition of the project
- Andrew Boone spoke regarding traffic and safety issues
- Peter Hart spoke in opposition to the project and expressed concerns regarding the process
- **Hugh MacDonald** cited the following quote: “A small leak can sink a great ship.”
- Vincent Bressler spoke in opposition to the project and regarding lack of public benefit
- Joanne Goldberg asked Council to take a closer look at the project
- Kristy Holch spoke regarding the impact of the project on the City’s character
- Heyward Robinson expressed concerns regarding the process
- Barrett Moore spoke regarding traffic and safety issues
- Paul Osborn discussed traffic concerns and the need for more information
- Erin Craig asked that modifications be made to the project based on the public’s input
- Veneta Kanelakos spoke in opposition to the project and expressed concern regarding the size of the project
- Don Brawner spoke in opposition to the project
- Hilary Holmquest expressed concern regarding the size of the project and the impact on the City’s character
- Fran Dehn spoke regarding the process
- Mark Nanevicz spoke regarding traffic concerns and public benefit
- Elizabeth Houck spoke in opposition to the project

ACTION: Motion and second (Cline/Ohtaki) to appoint a Council Subcommittee of Council Members Keith and Carlton for project refinement, facilitate compromise with the applicant and the residents and a timeline for review of the specific plan.

NOTE: Vice Mayor Mueller returned to the meeting at 1:25 a.m.

F2. Adopt a resolution taking the following actions: 1. Appropriating an additional \$715,000 to the Santa Cruz Avenue Irrigation Replacement Project from the General Fund CIP fund balance; 2. Authorizing the City Manager to award a contract to the lowest responsible bidder for the Santa Cruz Avenue Irrigation Replacement Project authorizing a total budget of \$1,060,000 for construction, contingencies, material testing, and construction administration; and 3. Awarding contracts up to \$250,000 for the purchase and installation of the downtown benches and solid waste and recycling bins ([Staff report #13-065](#))

Staff presentation by Ruben Nino, Assistant Public Works Director

Public Comment

- Fran Dehn, Chamber of Commerce, stated that the Chamber supports staff recommendation. They also encourage an additional investment for additional improvements including relocating the newspaper racks.

ACTION: Motion and second Mueller/Carlton adopting **Resolution No. 6142** and taking the following actions passes unanimously:

1. Appropriating an additional \$515,000 to the Santa Cruz Avenue Irrigation Replacement Project from the General Fund CIP fund balance;
2. Authorizing the City Manager to award a contract to the lowest responsible bidder for the Santa Cruz Avenue Irrigation Replacement Project authorizing a total budget of \$860,000 for construction, contingencies, material testing, and construction administration; and
3. Awarding contracts up to \$250,000 for the purchase and installation of the downtown benches and solid waste and recycling bins.

F3. Consider appointing a Councilmember to serve on the Blue Ribbon Task Force as proposed by the City of Redwood City regarding South Bay Waste Management Authority (SBWMA) board governance ([Staff report #13-060](#))

ACTION: Motion and second (Keith/Cline) to appoint Vice Mayor Mueller to serve on the Blue Ribbon Task Force as proposed by the City of Redwood City regarding South Bay Waste Management Authority (SBWMA) board governance passes unanimously.

F4. Consider appointment of a director to the Boards of the Bay Area Water Supply & Conservation Agency and the Bay Area Regional Water Supply Financing Authority ([Attachment](#))

ACTION: Motion and second (Mueller/Cline) to appoint Council Member Keith as the director to the Boards of the Bay Area Water Supply & Conservation Agency and the Bay Area Regional Water Supply Financing Authority passes unanimously.

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
There were no legislative items discussed.

G. CITY MANAGER'S REPORT

There was no City Manager report given.

H. WRITTEN COMMUNICATION

There were no written communications.

I. INFORMATIONAL ITEMS

There were no informational items.

J. COUNCILMEMBER REPORTS

There were no reports given.

K. PUBLIC COMMENT #2

There were no public comments made.

L. ADJOURNMENT

The meeting was adjourned at 1:45 a.m. in memory of Beverly "BJ" Perkins, Secretary in the City Manager's Office from 1994-2007.

Margaret Roberts

Margaret S. Roberts, MMC
City Clerk

Minutes accepted at the Council meeting of

DRAFT

THIS PAGE INTENTIONALLY LEFT BLANK



CITY COUNCIL REGULAR MEETING **DRAFT** MINUTES

Tuesday, June 4, 2013, at 7:00 P.M.
701 Laurel Street, Menlo Park, CA 94025
City Council Chambers

7:00 P.M. REGULAR SESSION

ROLL CALL – Mayor Ohtaki called the meeting to order at 7:06 p.m. with all members present.

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

City Manager Alex McIntyre introduced new staff members in the City Manager's Office:

- Clay Curtin, Assistant to the City Manager
- Pam Aguilar, Interim City Clerk
- David Carnahan, Summer Intern
- Amanda Becker, Summer Intern

A. PRESENTATIONS AND PROCLAMATIONS

A1. Proclamation recognizing the Loma Prieta Sierra Club ([Attachment](#))
Mayor Pro Tem Mueller presented the proclamation to Sierra Club members

A2. Presentation recognizing the Boys and Girls Club Youths of the Year ([Attachment](#))
Mayor Ohtaki presented certificates to Nicholette Harrison and Ashon Hunter. Award recipient Khemnastaaki Neter-Ab was not present.

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

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

Public Comment:

- Rev. Teman Bostic spoke regarding rezoning of the Hamilton Avenue properties

Mayor Pro Tem Mueller is recused on the following topic due to proximity of a previously owned property and left the chambers at 7:28 p.m.

- John Kadvany spoke regarding the Specific Plan

Mayor Pro Tem Mueller returned to the chambers at 7:31 p.m.

D. CONSENT CALENDAR

D1. Adopt **Resolution 6153** appropriating \$2.7 million from the General Fund and \$370,000 from the Comprehensive Planning Fund to be transferred to the General Capital Improvement Projects Fund ([Staff report #13-086](#))

D2. Adopt **Ordinance 992** establishing of the R-4-S (High Density Residential, Special) Zoning District, **Ordinance 993** creating an Affordable Housing Overlay Zone, **Ordinance 994** Codifying of the State Density Bonus Law, **Ordinance 995** modifying the R-3 (Apartment) Zoning District, **Ordinance 996** rezoning of properties located along the 1200 and 1300 blocks of Willow Road, **Ordinance 997** rezoning properties located along the 600, 700 and

800 blocks of Hamilton Avenue, **Ordinance 998** rezoning properties located along the 3600 block of Haven Avenue, and **Ordinance 999** eliminating the C-4 (General Commercial – applicable to El Camino Real), M-1 (Light Industrial), and P-D Zoning Districts for which no properties are zoned ([Staff report #13-087](#))

- D3.** Accept minutes for the Council meetings of March 26, April 2, 9, 16, 23, 30, May 7, 20 and 21, 2013 ([Attachment](#))

ACTION: Motion and second (Mueller/Keith) to approve Consent Calendar items D1 and D2 passes unanimously.

Consent Item D3 is pulled from the Consent Calendar for further discussion.

ACTION: Motion and second (Cline/Keith) to approve minutes as corrected, except the April 16th minutes, passes unanimously. Councilmember Cline noted that he was not present at the April 9th and May 21st meetings.

E. PUBLIC HEARINGS

- E1.** Review of the City Manager's proposed 2013-14 Budget and Capital Improvement Program for the City of Menlo Park; and consideration of the revised Long-Term Financial Forecast ([Staff report #13-092](#))([presentation](#))
Staff presentation was made by City Manager Alex McIntyre.

In response to Councilmember Keith, City Manager McIntyre stated staff would come back with information regarding augmenting the Bedwell-Bayfront Park fund with funds from Bedwell Landfill.

In response to Councilmember Cline, City Manager McIntyre stated that projections assume a full staff. He noted that during his tenure the City has not been fully staffed.

Mayor Ohtaki opened the Public Hearing

There was no public comment.

Motion and second (Cline/Carlton) to close the Public Hearing passes unanimously.

In response to Mayor Pro Tem Mueller, City Manager McIntyre stated that an unfunded liability pension reserve could be created. Mayor Ohtaki asked that staff bring back recommendations on how the reserve could be funded based on possible sources from the current fiscal year, and under what circumstances the reserve will be utilized. Mayor Pro Tem Mueller added that the reserve policy should be reviewed every year at the same time as the budget.

Councilmember Keith discussed the bicycle tunnel undercrossing at Middle Avenue as part of the 500 El Camino Real project and requested that funds be allocated for a study as part of this budget. Public Works Director Taylor responded to questions regarding the project and stated that the Stanford project will encompass enough detail to ensure the tunnel undercrossing is completed and a study will not be necessary at this time.

Councilmember Keith discussed license plate readers (LPR) and Police Chief Jonsen answered questions regarding the program including privacy and retention issues. City Manager McIntyre stated there is money in the budget to initiate a pilot project. Mayor Ohtaki directed staff to prepare a presentation for the July Council meeting.

Councilmember Carlton spoke regarding the pharmaceuticals drop-off program and possible funding from SB 727, and a suggestion to provide on-line overnight parking passes assuming technology improvements to implement this program. In addition, she stated that the Green Ribbon Citizens Committee is interested in leading the social marketing campaign for alternative transportation and the greenhouse gas reduction target, and is willing to submit a proposal in the case of competitive procurement.

Pursuant to Mayor Pro Tem Mueller's request, the Police department presentation in July will include options for community policing at the substation.

REGULAR BUSINESS

F1. Adopt a twenty-seven percent community-wide greenhouse gas emissions reduction target ([Staff report #13-089](#))([presentation](#))

Staff presentation by Environmental Programs Specialist Vanessa Marcadejas.

Public Comment:

- Patricia Boyle spoke in support of adopting target
- Scott Marshall spoke in support of adopting target
- Chris DeCardy spoke in support of adopting target
- Gary Hedden spoke in support of adopting target
- Mitch Slomiak spoke in support of adopting target
- Adina Levin spoke in support of adopting target

ACTION: Motion and second (Cline/Keith) to adopt a twenty-percent community-wide greenhouse gas emissions reduction target for 2020 and rename the alternative transportation social marketing program to the greenhouse gas emissions target fund passes 4-1 (Ohtaki dissents).

F2. Consider and introduce an ordinance to amend Chapter 16.79 (Secondary Dwelling Units) of Title 16 (Zoning) of the Menlo Park Municipal Code ([Staff report #13-090](#))([presentation](#))

Staff presentation by Community Development Manager Justin Murphy

Public Comment:

- Tom Jackson

Council concurred on the following:

- Aesthetics – Maintain the existing proposal (Cline, Mueller, Keith)
- Wall Height for Detached Units – Flood plain allowance option (Cline, Carlton, Ohtaki)
- Number of Bedrooms – Maintain the existing proposal (unanimous)
- Unit Size – Maintain the existing proposal (Cline, Ohtaki, Keith)
- Setbacks – Neighborhood approval option (Cline, Ohtaki, Carlton)
- Driveway definition – 500 feet is inclusive of the driveway of the main residence

ACTION: Motion and second (Cline/Carlton) to introduce an ordinance to amend Chapter 16.79 (Secondary Dwelling Units) of Title 16 (Zoning) of the Menlo Park Municipal Code passes 3-2 (Mueller and Keith dissent).

Councilmember Carlton makes a motion to reconsider item D2, R-4-S District Zoning Ordinance adoption only. With no second, the motion is withdrawn.

F3. Authorize the City Manager to execute a three-year renewable lease agreement with the Tougas Family Q-Tip Trust for the property located at 871A and 871B Hamilton Avenue in Menlo Park ([Staff report #13-091](#))

Staff presentation by City Manager Alex McIntyre

ACTION: Motion and second (Cline/Carlton) to authorize the City Manager to execute a three-year renewable lease agreement with the Tougas Family Q-Tip Trust for the property located at 871A and 871B Hamilton Avenue in Menlo Park passes unanimously.

F4. Review Council meeting minutes style ([Staff report #13-088](#))

Staff presentation by Acting City Clerk Pam Aguilar

Public Comment:

- Adina Levin

ACTION: Motion (Keith/Cline) to continue with the current policy to prepare Action Minutes passes 3-2 (Mueller and Cline dissent).

Staff will bring back an update on the implementation of programs to enhance minute preparation and on-line search capability.

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**

F. CITY MANAGER'S REPORT – None

G. WRITTEN COMMUNICATION – None

H. INFORMATIONAL ITEMS – None

J. COUNCILMEMBER REPORTS

Mayor Ohtaki spoke regarding the elimination of SanTrans Bus 295.

K. PUBLIC COMMENT #2 (Limited to 30 minutes) - None

ADJOURNMENT at 11:45 p.m.



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

Tuesday, June 11, 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 pursuant to Government Code section 54957.6 to conference with labor negotiators regarding labor negotiations with the Police Officers Association (POA) and Police Management Association (PMA)

Attendees: Alex McIntyre, City Manager, Starla Jerome-Robinson, Assistant City Manager, Bill McClure, City Attorney, Gina Donnelly, Human Resources Director

CL2. Closed Session with legal counsel pursuant to Government Code Section 54956.9(b)(1) regarding potential litigation: 1 case

7:00 P.M. REGULAR SESSION

ROLL CALL – Mayor Ohtaki called the meeting to order at 7:08 p.m. with all members present.

Mayor Ohtaki led the pledge of allegiance.

REPORT FROM CLOSED SESSION

There is no report from the closed session items held earlier.

ANNOUNCEMENTS

There were no announcements.

A. PRESENTATIONS AND PROCLAMATIONS - None

B. COMMISSION/COMMITTEE VACANCIES, APPOINTMENTS AND REPORTS

B1. Environmental Quality Commission report on the status of their 2-year Work Plan
Commissioner Chris DeCardy presented the status report

B2. Consider applicants for appointment to fill one vacancy on the Bicycle Commission and one vacancy on the Environmental Quality Commission ([Staff report #2013-106](#)). Acting City Clerk Aguilar informed the Council that one candidate for the Environmental Quality Commission, Elizabeth Houck, requested her application be withdrawn from consideration.

ACTION: Councilmember Keith nominated Fred Berghout. Mayor Pro Tem Mueller nominated David Axelrod.

ACTION: Receiving a majority of votes (Cline, Carlton, Keith), Fred Berghout is appointed to the Bicycle Commission for a term to expire April 2016.

ACTION: By acclamation, Deborah Martin is appointed to the Environmental Quality Commission for a term to expire April 2017.

Public Comment:

- Deborah Martin thanked the Council and stated that she looks forward to working with the Commission.

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

Public Comment:

- Fran Dehn announced the opening of Refuge restaurant, the Tip a Cop event at Stacks on June 13th and the downtown block party on June 19th.
- Kristen Gracia spoke regarding the Safe Routes to Oak Knoll School Plan ([handout](#))
- Tom Jackson spoke regarding Secondary Dwellings.
- Ed Davila spoke regarding the Safe Routes to Oak Knoll School Plan.
- Gwen Campbell spoke in support of the Safe Routes to Oak Knoll School Plan.

CONSENT CALENDAR

- D1.** Authorize the City Manager to enter into a contract with Kidango Foods in an amount not to exceed \$78,464 for the delivery of food services at the Belle Haven Child Development Center for FY 2013-14 ([Staff report #13-093](#))
- D2.** Award a construction contract for traffic signal modification at the intersection of Sand Hill Road and Branner Drive to W. Bradley Electric, Inc. in the amount of \$61,000.00 and authorize a total budget of \$71,700.00 for construction, contingencies, material testing, inspection and construction administration ([Staff report #13-094](#))
- D3.** Authorize the City Manager to enter into a cost-sharing agreement with West Bay Sanitary District for an amount not to exceed \$300,000 for the resurfacing of various streets including Oakhurst Place, Hedge Road, Del Norte Avenue, Flood Park, Dunsmuir Way, Greenwood Place, Greenwood Drive, and a portion of Bay Road, including minor drainage improvements ([Staff report #13-095](#))
- D4.** Approve and implement the Oak Knoll School Safe Routes to School Plan ([Staff report #13-096](#))([presentation](#))
- D5.** Approve the draft public outreach and development agreement negotiation process and authorize the City Manager to approve a contract with ICF International in the amount of \$471,406 and future augments as may be necessary to complete the Environmental Impact Report and Fiscal Impact Analysis for the SRI Campus Modernization Project ([Staff report #13-097](#))
- D6.** Waive the reading and adopt an ordinance to amend Chapter 16.79 (Secondary Dwelling Units of Title 16 (Zoning) of the Menlo Park Municipal Code ([Staff report #13-098](#))
- D7.** Authorize the City Manager to execute a sixty-day extension to the existing agreement between the City of Menlo Park and Redflex Traffic Systems, Inc. for its Photo Red Light Enforcement Program ([Staff report #13-108](#))
- D8.** Accept minutes from the Council meeting of April 16, 2013 ([Attachment](#))

Mayor Ohtaki requested agenda item D4, and Councilmember Carlton requested agenda items D4, D6, D7 and D8 be pulled from the Consent Calendar for further discussion.

ACTION: Motion/second (Cline/Keith) to approve Consent Calendar items D1, D2, D3 and D5 passes unanimously.

Public Works Director Chip Taylor and Mark Spencer of W. Trans responded to Council questions regarding D4, Approve and Implement the Safe Routes to Oak Knoll School Plan.

ACTION: Motion/second (Keith/Cline/Ohtaki) to approve Consent Calendar item D4, Approve and Implement the Safe Routes to Oak Knoll School Plan, with a friendly amendment that the plan be reviewed after one year passes unanimously.

ACTION: Motion/second (Carlton/Ohtaki) to reintroduce agenda item D6, an Ordinance to amend Chapter 16.79 [Secondary Dwelling Units of Title 16 (Zoning)] of the Menlo Park Municipal Code, with a modification allowing an additional 100 square feet for ADA compliance fails (2-3; Cline, Keith and Mueller dissent)

ACTION: Motion/second (Cline/Keith) to adopt an **Ordinance 1000** amending Chapter 16.79 (Secondary Dwelling Units of Title 16 (Zoning) of the Menlo Park Municipal Code as presented passes unanimously.

City Attorney McClure responded to Council questions regarding Consent Calendar item D7, Authorize the City Manager to execute a sixty-day extension to the existing agreement between the City of Menlo Park and Redflex Traffic Systems, Inc. for its Photo Red Light Enforcement Program.

ACTION: Motion/second (Cline/Keith) to authorize the City Manager to execute a sixty-day extension to the existing agreement between the City of Menlo Park and Redflex Traffic Systems, Inc. for its Photo Red Light Enforcement Program passes unanimously

In response to Councilmember Carlton regarding item D7, Accept minutes from the the April 16th Council meeting, Acting City Clerk Aguilar stated she recalled speaker Hugh MacDonald but could not discern his position. (Clerk Aguilar was not present at the April 16th meeting)

At the request of Councilmember Carlton, the April 16th minutes are continued to the next Council meeting for approval.

D. PUBLIC HEARINGS

E1. Adopt a resolution recommending that the San Mateo County Flood Control District impose basic and additional charges for funding the fiscal year 2013-14 countywide National Pollutant Discharge Elimination System general program ([Staff report #13-099](#))
Staff presentation by Assistant Public Works Director Ruben Nino

Mayor Ohtaki opened the public hearing. There was no public comment.

ACTION: Motion/second (Cline/Keith) to close public hearing passes unanimously.

ACTION: Motion/second (Keith/Carlton) to adopt **Resolution 6154** recommending that the San Mateo County Flood Control District impose basic and additional charges for funding the fiscal year 2013-14 countywide National Pollutant Discharge Elimination System general program passes unanimously.

E2. Adopt a resolution authorizing collection of a regulatory fee at existing rates to implement the local City of Menlo Park Storm Water Management Program for Fiscal Year 2013-14 ([Staff report #13-100](#))

Staff presentation by Assistant Public Works Director Ruben Nino

Mayor Ohtaki opened the public hearing. There was no public comment.

ACTION: Motion/second (Cline/Keith) to close the public hearing passes unanimously.

ACTION: Motion/second (Cline/Keith) to adopt **Resolution 6155** authorizing collection of a regulatory fee at existing rates to implement the local City of Menlo Park Storm Water Management Program for Fiscal Year 2013-14 passes unanimously

E3. Adopt a resolution overruling protests, ordering the improvements, confirming the diagram and ordering the Levy and Collection of Assessments at the existing fee rates for Sidewalk and Tree Assessments for the City of Menlo Park Landscaping Assessment District for Fiscal Year 2013-14 ([Staff report #13-101](#))

Staff presentation by Assistant Public Works Director Ruben Nino

Mayor Ohtaki opened the public hearing. There was no public comment.

ACTION: Motion/second (Cline/Keith) to close the public hearing passes unanimously.

ACTION: Motion/second (Carlton/Cline) to adopt **Resolution 6156** overruling protests, ordering the improvements, confirming the diagram and ordering the Levy and Collection of Assessments at the existing fee rates for Sidewalk and Tree Assessments for the City of Menlo Park Landscaping Assessment District for Fiscal Year 2013-14 passes unanimously.

F. REGULAR BUSINESS

F1. Adoption of Resolutions: Adopting the 2013-14 Budget and Capital Improvement Program for the City of Menlo Park; Establishing the appropriations limit for Fiscal Year 2013-14; Establishing a consecutive temporary tax percentage reduction in Utility Users Tax Rates; and amending the Management and Confidential Compensation System ([Staff report #13-102](#))([presentation](#))

Staff presentation by City Manager Alex McIntyre

ACTION: Motion/second (Carlton/Keith) to adopt **Resolution 6157** approving the fiscal year 2013-14 Budget and Capital Improvement Program for the City of Menlo Park, **Resolution 6158** establishing the appropriation limit for fiscal year 2013-14 and **Resolution 6159** establishing a Consecutive Temporary Tax reduction in Utility Users Tax rates, and for staff to bring back a resolution regarding amending the Management and Confidential Compensation System at a later date for further consideration passes unanimously.

F2. Approval of the following Items related to the Housing Element: 1) Work Program for Implementation of Housing Programs for Zoning Amendments to address emergency shelters, transitional and supportive housing, and reasonable accommodations and the Housing Element Update for the 2014-2022 planning period; 2) Authorization for the City Manager to enter into consulting services in an amount not to exceed \$70,000 to complete the Work Program; and 3) Re-establishment of a Housing Element Steering Committee and appointment of two Council Members ([Staff report #13-103](#))

Staff presentation by Community Development Manager Justin Murphy and Senior Planner Deanna Chow

ACTION: Motion/second (Cline/Keith) to approve the following items related to the Housing Element: 1) Work Program for Implementation of Housing Programs for Zoning Amendments to address emergency shelters, transitional and supportive housing, and reasonable accommodations and the Housing Element Update for the 2014-2022 planning period; 2) Authorization for the City Manager to enter into consulting services in an amount not to exceed \$70,000 to complete the Work Program; and 3) Re-establishment of a Housing Element Steering Committee and appointing Mayor Ohtaki and Councilmember Cline passes unanimously.

F3. Approve the retention of 25 Riordan Place in the Below Market Rate (BMR) Program and support appropriation of BMR Funds as needed to prepare the unit for sale or provide direction to sell the property for fair market value ([Staff report #13-104](#))([presentation](#))
Staff presentation by Community Services Director Cherise Brandell

ACTION: Motion/second (Keith/Ohtaki) to approve appropriation of \$40k BMR Funds to prepare the unit to sell at full fair market value with the amendment to authorize the City Manager to execute all documents associated with listing the property, conveying the property, retaining a real estate broker, entering into a commission agreement, performing work and accepting highest offer passes 4-1 (Cline dissents).

F4. Consider state and federal legislative items, including decisions to support or oppose any such legislation, and items listed under Written Communication or Information Item:
(1) Request from Council Member Keith requesting the City Council take a position on AB188 (Ammiano) Property Taxation: Change in Ownership ([Staff report #13-110](#))
Staff presentation by City Manager Alex McIntyre

Councilmember Keith requested this item be continued to the July 16th Council meeting in order to gather more information, and specifically to respond to Mayor Ohtaki's questions regarding spouse living trust.

G. CITY MANAGER'S REPORT – None

H. WRITTEN COMMUNICATION – None

I. INFORMATIONAL ITEMS

I1. Belle Haven CDC Self Evaluation Report for the Child Development Division of the California Department of Education for fiscal year 2012-13 ([Staff report #13-105](#))

The report was accepted with no Council discussion.

I2. Status report regarding labor negotiations ([Staff report #13-109](#))

The report was accepted with no Council discussion.

J. COUNCILMEMBER REPORTS

J1. 500 El Camino Real Subcommittee report ([Staff report #13-107](#))

Economic Development Manager Jim Cogan provided a brief update and Transportation Manager Jesse Quirion responded to Council questions.

Public Comment:

Stefan Petry thanked the subcommittee for holding a meeting with residents regarding traffic study information.

K. PUBLIC COMMENT #2

- Wynn Grcich spoke regarding fracking ([handout](#)).

L. ADJOURNMENT at 10:18 p.m.

THIS PAGE INTENTIONALLY LEFT BLANK



OFFICE OF THE CITY ATTORNEY

Council Meeting Date: July 16, 2013
Staff Report #: 13-128

Agenda Item #: D-13

CONSENT CALENDAR: **Approve the Appropriation of an Additional \$20,000 of BMR Funds (for a Total not to Exceed \$60,000) to Prepare the 25 Riordan Place Unit for Sale at Market Value**

RECOMMENDATION

Staff recommends the Council authorize the appropriation of an additional \$20,000 of Below Market Rate (BMR) funds, for a total not to exceed \$60,000 to prepare the 25 Riordan Place unit for sale at market value.

BACKGROUND

On June 11, 2013, the City Council authorized a sum not to exceed \$40,000 to prepare the 25 Riordan Place unit for sale at market value, appropriated the funds from the BMR fund and authorized the City Attorney and City Manager to take all appropriate steps to market and sell the property for fair market value with the sales proceeds to be placed in the BMR fund. The Director of Community Services and the City Attorney have been working with the City's real estate agent to determine what work should be done to maximize the sales price and to obtain bids to perform the work. We have determined that the current budget is not sufficient to complete all of the work that is necessary to maximize the sales price.

ANALYSIS

Based on firm bids received and negotiated scopes of work/pricing, we have determined that the following work can be performed within the authorized budget:

- Engineered hardwood floors on the entire first floor including the kitchen and powder room, new carpet on the stairway and throughout the upstairs, removal of the old vinyl floors in the upstairs bathrooms and installation of new vinyl floors in both bathrooms, including the removal of the old underlayment and the installation of a new underlayment before installation of the new floors.
- Painting of the entire interior of the house and two sides of the exterior of the house including the windows and trim.

- Power washing the side of the house that is not going to be painted, power washing of the patio, removal of dead trees around the patio and removal of the dead tree at the front of the house, work on bringing lawn back to reasonable condition, planting some plants and flowers at the front of the house and around the patio and lay some mulch/bark, install a new panel on the front fence that is currently missing, and repair the front gate.
- Remove and dispose of the existing kitchen counters and backsplash, install new granite counters and a new tile backsplash, a new kitchen sink with new hardware and replacement of old stove.
- Interior cleaning and window washing
- Staging of the whole house including all 3 bedrooms

The following additional work is recommended to maximize the sale price, but cannot be performed without increasing the budget by an additional \$20,000, for a total not to exceed \$60,000.

- New toilets in the upstairs bathrooms and in the powder room downstairs
- New sinks and new faucets in the upstairs bathrooms and a new faucet in the powder room
- New GFI outlets in the kitchen, new finish trim at all the switches and outlets, new GFI outlets in the powder room and new finish trim at all switches and outlets
- Installation of a new dining room light fixture and a new kitchen light fixture, installation of a new recessed can light in the living room, new finish trim at all switches and outlets in the dining room and living room
- New GFI outlets in the master bathroom and new finish trim at all switches and outlets in the master bathroom and master bedroom
- Installation of new GFI outlets in the hallway bathroom and new finish trim at all switches and outlets
- New finish trim at all switches and outlets in 2 remaining bedrooms
- New crown molding and baseboards in the living room and dining room
- Installation of new bathroom towel racks and cabinet knobs and pulls
- Replacement of dishwasher including cost of installation

- Replacement of refrigerator including cost of installation
- Miscellaneous items that are discovered during the work which may include dry rot repair below the kitchen sink, etc.

Staff feels that the appropriation of the additional funds will allow all or almost all of the work to be done to maximize the resale value of the property. We have already authorized much of the work to be done within the budget but are requesting the additional authorization. The City's real estate agent is coordinating all of the work to minimize staff time and is convinced that by performing the additional work, the City will get back more money than it is spending for the work, possibly by a multiple of two or three times the amount spent since the house will be in move in condition for a market rate buyer.

IMPACT ON CITY RESOURCES

Since the additional appropriation will be repaid to the BMR Fund upon sale of the Riordan property, there is no impact on City resources.

POLICY ISSUES

The City Council previously addressed the policy issue when it directed staff to market and sell the property for market value and place the net sales proceeds in the BMR fund.

ENVIRONMENTAL REVIEW

The renovation and sale of the property is not a project under CEQA.

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

Report prepared by:
William L. McClure
City Attorney

THIS PAGE INTENTIONALLY LEFT BLANK



PUBLIC WORKS DEPARTMENT

Council Meeting Date: July 16, 2013
Staff Report #: 13-123

Agenda Item #: E-1

PUBLIC HEARING:

Consider Adopting a Resolution to Abandon a Portion of Louise Street and Deny the Appeal of Staff Determination to Deny Issuance of a Revocable Encroachment Permit to Construct a Driveway from the end of Louise Street to the Rear of the Property at 1825 Santa Cruz Avenue; or Deny the Application to Abandon a Portion of Louise Street and Approve the Appeal of Staff Determination to Deny Issuance of a Revocable Encroachment Permit to Construct a Driveway from the End of Louise Street to the Rear of the Property at 1825 Santa Cruz Avenue and Authorize Issuance of the Encroachment Permit

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to abandon a portion of Louise Street and deny the appeal of staff determination to deny issuance of a revocable encroachment permit to construct a driveway from the end of Louise Street to the rear of the property at 1825 Santa Cruz Avenue; or deny the application to abandon a portion of Louise Street and approve the appeal of staff determination to deny issuance of a revocable encroachment permit to construct a driveway from the end of Louise Street to the rear of the property at 1825 Santa Cruz Avenue and authorize issuance of the encroachment permit.

BACKGROUND

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.

On September 24, 2012, Sam Sinnott, property owner of 1825 Santa Cruz Avenue filed an objection (Attachment B) to the proposed Abandonment of Louise Street as it would terminate vehicular access from the rear of his property to Louise Street.

On March 5, 2013, the City Council adopted a Resolution of Intention (Attachment C, Resolution No. 6125) declaring intention to abandon a portion of Louise Street. This action came after the City Council upheld an appeal filed in objection to a conditional Revocable Encroachment permit Staff had issued for a driveway on Louise Street for the property at 1825 Santa Cruz Avenue (Staff Report included as Attachment D). The Resolution of Intention set a date for a Public Hearing and referred the issue to the Planning Commission. The time and date for the Public Hearing was initially set for May 21, 2013, at 7:00 p.m, but was later revised by an Amended Resolution of Intention to July 16, 2013, at 7:00 p.m. (Attachment E).

On May 7, 2013, the Planning Commission approved Resolution No. 2013-01 (Attachment F) finding that the proposed abandonment is consistent with the General Plan.

Encroachment Permit

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. Subsequent to Council's action on March 5, 2013, staff informed Mr. Sinnott that his building permit application, which relied on primary vehicular access from Louise Street, would have to be revised prior to any further review. Mr. Sinnott has yet to submit a revised application.

On May 16, 2013, Mr. Sinnott applied again for a Revocable Encroachment permit to construct a driveway to the rear of 1825 Santa Cruz Avenue from Louise Street with a modified driveway design. Staff responded to Mr. Sinnott's application in a letter dated June 4, 2013 (Attachment G – Page 5), stating that "As the abandonment of Louise Street is currently under consideration by the City Council, your application for a driveway is hereby denied without prejudice until the City Council makes its decision on July 16, 2013. Should the City Council decide not to abandon Louise Street, you can resubmit your application for an Encroachment Permit."

On June 20, 2013, Mr. Sinnott appealed the staff denial of his application for a Revocable Encroachment permit and requested that this appeal be scheduled for the same meeting and time as the public hearing on the application to vacate and abandon a portion of Louise Street (Attachment G).

ANALYSIS

The terminus of Louise Street includes an unimproved section of public 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 H). This area currently contains vegetation, a private driveway serving the property at 1024 Louise Street, and various public utility facilities including 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 exists in the rear fence of 1825 Santa Cruz Avenue. The general area is maintained by the adjacent property owners and the City has no other use for the property.

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 (Attachment B – Page 2), 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 unimproved condition for guests and as a service entrance to the rear of the house.

Residents of Louise Street have 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 Street has been used for pedestrian access. Until fairly recently, the area between the end of Louise Street and 1825 Santa Cruz was overgrown with vegetation and a gravel parking area serving the property at 1024 Louise Street within the public right-of-way existed that essentially prevented vehicular access to the rear of 1825 Santa Cruz for a number of years.

Mr. Sinnott's attorney Mr. Garrett submitted a letter to the Planning Commission and a new letter to the City Council making various legal arguments as to why the City cannot or should not abandon the portion of Louise Street, why the City must issue the encroachment permit to him and threatening litigation in the event the City approves the abandonment and terminates any right for vehicular access from his property to Louise Street. One of the neighbors who is an attorney, Kiran (Kiki) Kapani responded to Mr. Garrett's letter with a letter to the Planning Commission. The Louise Street neighbors have engaged two attorneys who have submitted letters responding and countering the legal arguments made by Mr. Sinnott's attorney. These have all been provided to the City Council separately and are available at the City Clerk's office upon request. The City Attorney has reviewed all of these communications and the legal authorities cited by the attorneys and is of the opinion that there is no merit to the legal arguments contained in threat of litigation by Mr. Sinnott and that the City Council can proceed with the abandonment or issuance of an encroachment permit.

The Engineering Division has mailed notices of proposed abandonment to all the utility agencies and affected jurisdictions inviting comment on the proposal. The utility companies and Menlo Park Fire Protection District have not expressed any objections to the abandonment, provided the City reserves a Public Utility Easement over the area of Abandonment. Therefore, in order to protect the ability of the City and the utility companies to serve the existing facilities, a Public Utility Easement will be reserved over the area of Abandonment. It should be noted that the Public Utility Easement will ensure that no structures can be constructed in the area of Abandonment, as Public Utility Easements prohibit the construction of structures as to not interfere with underground and overhead utility facilities.

Louise Street was created with the subdivision map “Tract No. 506 – Belle Acres” (Attachment I). The applicants have provided documentation from First American Title Company (Attachment J) indicating that the adjacent properties on Louise Street hold Fee Simple ownership to the underlying land. Mr. Garrett, the Sinnotts’ attorney, is asserting that the City of Menlo Park is the owner of the land underlying Louise Street. The City Attorney has concluded that the City is not the owner of the underlying fee, but that either the adjacent property owners own the underlying fee or the person that subdivide the lots is the owner. Should the City Council approve the Abandonment of the right-of-way, ownership of the underlying land will either revert to the adjacent properties within said subdivision as shown on Attachment H or the previous owner, but will not be owned by the City.

Staff believes there is sufficient basis for the City Council to abandon this excess portion of right-of-way. As previously mentioned, this area currently contains vegetation, a private driveway serving the property at 1024 Louise Street, and various public utility facilities including a small City stormwater pump facility. None of these uses require that the area remain public right-of-way. As Louise Street will likely never be connected to Santa Cruz Avenue, the portion of Louise Street proposed for Abandonment is not necessary for present or prospective public street purposes.

Section 892 of the Streets and Highways Code of the State of California requires that the City Council make a finding that the portion of Louise Street proposed for Abandonment is not useful as a non-motorized transportation facility. While the area proposed for Abandonment is no longer needed for public right-of-way purposes, non-motorized access will continue to be provided to 1825 Santa Cruz Avenue and 1833 Santa Cruz Avenue with the Pedestrian Access Easements as discussed later in this report.

Staff proposes that if the Abandonment is approved, the City will abandon the unimproved area at the terminus of Louise Street, while reserving a Public Utility Easement over the area of Abandonment, and the Abandonment be approved subject to the following conditions:

- The adjacent property owners of 1017 Louise Street and 1024 Louise Street shall each record a Deed Restriction for Open Space against the abandoned portion of Louise Street that reverts to their respective ownership, ensuring that the abandoned area will continue to remain as dedicated open space for the aesthetic benefit of the neighborhood. Furthermore, for the clarity of future property owners, said deed restrictions will document the lot line determinations and restrict the Floor Area Limit (FAL) calculation to the net lot size (excluding the abandoned areas).
- The adjacent property owners of 1017 Louise Street shall record a Pedestrian Access Easement against the abandoned portion of Louise Street, ensuring that the property owners of 1833 Santa Cruz Avenue continue to enjoy pedestrian access to Louise Street from their property. The Pedestrian Access Easement

shall be granted for the benefit of the property located at 1833 Santa Cruz Avenue, providing a pathway a minimum of 5 feet in width between the property at 1833 Santa Cruz Avenue and the new right-of-way boundary at the terminus of Louise Street. The owners of 1017 Louise Street will work with the owners of 1833 Santa Cruz Avenue to create an easement acceptable to all parties, with the Public Works Director and City Attorney having final approval of said easement. The approval of said easement shall not be appealable.

- The adjacent property owners of 1024 Louise Street shall record a Pedestrian Access Easement against the abandoned portion of Louise Street, ensuring that the property owners of 1825 Santa Cruz Avenue continue to enjoy pedestrian access to Louise Street from their property. The Pedestrian Access Easement shall be granted for the benefit of the property located at 1825 Santa Cruz Avenue, providing a pathway a minimum of 5 feet in width between the property at 1825 Santa Cruz Avenue and the new right-of-way boundary at the terminus of Louise Street. The owners of 1024 Louise Street will work with the owners of 1825 Santa Cruz Avenue to create an easement acceptable to all parties, with the Public Works Director and City Attorney having final approval of said easement. The approval of said easement shall not be appealable.

Alternate Scenarios

The Council can adopt one of two scenarios:

Scenario 1

Council approves the abandonment of Louise Street, and denies Mr. Sinnott's appeal. The abandoned area is no longer public right-of-way and the properties at 1825 Santa Cruz Avenue and 1833 Santa Cruz Avenue no longer have the option of vehicular access to Louise Street. The City reserves a Public Utility Easement over the Abandonment area, Deed Restrictions for Open Space are recorded, and private easements are granted to maintain pedestrian access to Louise Street for the properties at 1825 Santa Cruz Avenue and 1833 Santa Cruz Avenue.

Scenario 2

Council does not approve the abandonment of Louise Street, and approves Mr. Sinnott's appeal. The area remains as-is and continues to be public right-of-way. Staff issues a Revocable Encroachment permit to Mr. Sinnott to construct a driveway to the rear of his property at 1825 Santa Cruz Avenue from Louise Street consistent with Mr. Sinnott's most recent application, and subject to meeting all City standards as set forth in the Municipal Code under Chapter 13.04 "Curbs" and Chapter 13.18 "Use of Public Right-of-Way".

IMPACT ON CITY RESOURCES

There is no direct impact on City resources associated with the actions in this staff report. The fee for staff time to review and process the abandonment has been paid by the applicants.

POLICY ISSUES

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

ENVIRONMENTAL REVIEW

The proposed street abandonment is Categorically Exempt under Class 5, minor alterations in land use, of the current State of California Environmental Quality Act (CEQA) Guidelines.

PUBLIC NOTICE

Public notification was achieved by publishing a legal notice in The Daily News, a local newspaper, on July 3 and July 10, 2013, and posting three notices within 300 feet of the site.

ATTACHMENTS

- A. Resolution to Abandon a portion of Louise Street
- B. Letter of Opposition to Abandonment by Mr. Sinnott
- C. Resolution of Intention to Abandon a portion of Louise Street (No. 6125)
- D. Staff Report #13-031 Dated March 5, 2013
- E. Amended Resolution of Intention to Abandon a portion of Louise Street (No. 6140)
- F. Planning Commission Resolution No. 2013-01
- G. Denial of Encroachment Permit and Appeal by Mr. Sinnott
- H. Exhibit of Abandonment Area
- I. Map of "Tract No. 506 – Belle Acres"
- J. Letter from First American Title Company

Report prepared by:
Roger Storz
Senior Civil Engineer

RESOLUTION NO.**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO
PARK TO ABANDON A PORTION OF LOUISE STREET**

WHEREAS, on March 5, 2013, the City Council of the City of Menlo Park passed and adopted Council Resolution No. 6125 (“Resolution of Intention”) declaring the intention of said City Council to abandon a portion of Louise Street; and

WHEREAS, on April 16, 2013, the City Council of the City of Menlo Park passed and adopted Council Resolution No. 6140 (“Amended Resolution of Intention”) declaring the intention of said City Council to abandon a portion of Louise Street; and

WHEREAS, the Planning Commission of the City of Menlo Park held a meeting on this subject on May 7, 2013, to consider the aforementioned proposed Abandonment and has reported to the City Council that said proposed Abandonment conforms with the City’s General Plan; and

WHEREAS, a Public Hearing was held before the City Council of the City of Menlo Park regarding the foregoing matter on July 16, 2013; and

WHEREAS, notice of said Public Hearing was duly made by publication and posting as required by law and proof thereof is on file with the City Clerk of the City of Menlo Park; and

WHEREAS, the City Council of the City of Menlo Park adopts the finding that all affected public utilities have been contacted and have no objections to the Abandonment so long as a Public Utility Easement is reserved; and

WHEREAS, the City Council of the City of Menlo Park adopts the finding that the portion of Louise Street proposed for abandonment is not necessary for present or prospective public street purposes; and

WHEREAS, the City Council of the City of Menlo Park adopts the finding that pursuant to Section 892 of the Streets and Highways Code of the State of California, the portion of Louise Street proposed for abandonment is not useful as a nonmotorized transportation facility; and

WHEREAS, the City Council of the City of Menlo Park adopts the finding that the proposed Abandonment is compatible with the City’s General Plan and is exempt under current CEQA/California Environmental Quality Act Guidelines and the City of Menlo Park’s Environmental Review and Implementing Procedures; and

WHEREAS, the City Council finds that the public convenience and necessity require that the City reserve from the Abandonment a Public Utility Easement over the entire Abandonment area to the full extent permitted by law and that the Abandonment be subject to the conditions set forth below.

Property owners of 1024 Louise Street and 1017 Louise Street to provide Pedestrian Access Easements from Louise Street through the Abandonment area to properties located at 1825

Santa Cruz Avenue and 1833 Santa Cruz Avenue to the satisfaction of the Public Works Director. Said Pedestrian Access Easements to be recorded concurrently with the approved Abandonment.

Property owners of 1024 Louise Street and 1017 Louise Street to provide Open Space Deed Restrictions over Abandonment area to the satisfaction of the Public Works Director. Said Deed Restrictions to be recorded concurrently with the approved Abandonment.

NOW, THEREFORE, BE IT RESOLVED that the City of Menlo Park, acting by and through its City Council, having considered and been fully advised in the matter and good cause appearing, The portion of Louise Street is abandoned pursuant to the provisions of the "Public Streets, Highways, and Service Easements Vacation Law" (Section 8300 et. Seq., of the Streets and Highways Code) while reserving a Public Utilities Easement over the entire Abandonment area as shown in EXHIBIT A attached hereto and incorporated herein by reference and made a part hereof.

I, PAMELA AGUILAR, Acting City Clerk of the City of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the sixteenth day of July, 2013 by the following votes :

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Menlo Park on this sixteenth day of July, 2013.

Pamela Aguilar
Acting 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, 30.00 feet; thence leaving last said line along the following three (3) courses:

1. South 56°27'30" East, 43.16 feet to the beginning of a non-tangent curve to the left with a radius of 32.00 feet,
2. Along said curve, from a tangent bearing South 37°07'30" West, through a central angle of 28°57'40", a distance of 16.17 feet,
3. South 08°09'50" West, 15.81 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 1,398 square feet, more or less.



LANDS OF
POLLS/SCHELBERG
APN 071-111-170

LANDS OF
SINNOTT FAMILY TRUST
APN 071-111-160



N33°30'00"E 30.00' 30.00'

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:
16,156 SQ.FT.
0.37 ACRES

N56°27'30"W 52.94'

AREA TO
BE ABANDONED
1,398 SQ.FT.
0.03 ACRES

S56°27'30"E 43.16'

LOT 1

LANDS OF HUBLY
APN 071-111-280

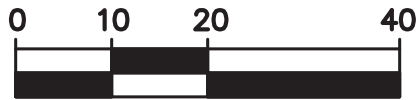
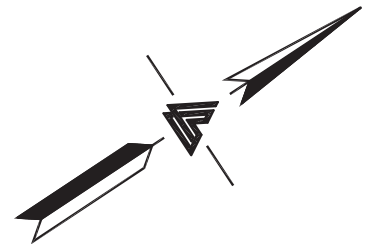
S37°07'30"W
(TANGENT)

S08°09'50"W
15.81'

R=32.00'
L=16.17'
D=28°57'40"

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

MARCH 2013

CLOSURE CALCS STREET ABANDONMENT TO 1017 LOUISE ST

North: 4261.5810 East : 6158.0663
Line Course: N 33-30-00 E Length: 30.00
North: 4286.5976 East : 6174.6244
Line Course: S 56-27-30 E Length: 43.16
North: 4262.7498 East : 6210.5976
Curve Length: 16.17 Radius: 32.00
Delta: 28-57-40 Tangent: 8.26
Chord: 16.00 Course: S 22-38-40 W
Course In: S 52-52-30 E Course Out: N 81-50-10 W
RP North: 4243.4360 East : 6236.1119
End North: 4247.9832 East : 6204.4374
Line Course: S 08-09-50 W Length: 15.81
North: 4232.3334 East : 6202.1923
Line Course: N 56-27-30 W Length: 52.94
North: 4261.5851 East : 6158.0677

Perimeter: 158.08 Area: 1,398. sq.ft. 0.03 acres

Mapcheck Closure - (Uses listed courses and chords)
Error Closure: 0.0043 Course: N 18-20-27 E
Error North: 0.00408 East : 0.00135
Precision 1: 36,723.26

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 $56^{\circ}27'30''$ East, 75.12 feet to the beginning of a non-tangent curve to the left with a radius of 32.00 feet; thence leaving last said line along the following two (2) courses:

1. Along said curve, from a tangent bearing North $56^{\circ}27'30''$ West, through a central angle of $86^{\circ}25'00''$, a distance of 48.26 feet,
2. North $56^{\circ}27'30''$ West, 43.16 feet to the Northwesterly line of said Louise Street.

Thence along last said line, North $33^{\circ}30'00''$ East, 30.00 feet to the **Point of Beginning**.

Containing 1,512 square feet, more or less.



LANDS OF
POLS/SCHLBERG
APN 071-111-170

LANDS OF
SINNOTT FAMILY TRUST
APN 071-111-160



N33°30'00"E
30.00'

N33°30'00"E
30.00'

LOT 6

LANDS OF COMER
APN 071-111-210

N56°27'30"W 43.16'

AREA TO
BE ABANDONED
1,512 SQ.FT.
0.03 ACRES

S56°27'30"E 75.12'

POINT OF
BEGINNING

LOT 1

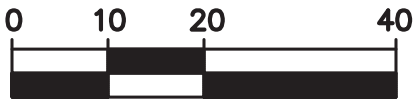
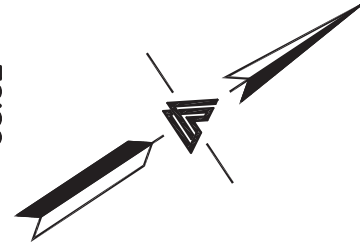
LANDS OF HUBLY
1024 LOUISE ST.
APN 071-111-280
EXISTING AREA
10,228 SQ.FT.
0.23 ACRES
PROPOSED AREA
11,740 SQ.FT.
0.27 ACRES

R=32.00'
L=48.26'
D=86°25'00"

TRACT NO. 506
BELLE ACRES
21 MAPS 21

LOUISE
STREET (60')

(TANGENT)
N56°27'30"W
38.52'



SCALE: 1" = 20'

LANDS OF ALBRIGHT
APN 71-111-290



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

MARCH 2013
PAGE 153

CLOSURE CALCS STREET ABANDONMENT TO 1024 LOUISE ST

North: 5143.3560 East : 6716.2378
Line Course: S 56-27-30 E Length: 75.12
North: 5101.8489 East : 6778.8491
Curve Length: 48.26 Radius: 32.00
Delta: 86-25-00 Tangent: 30.06
Chord: 43.82 Course: S 80-20-00 W
Course In: S 33-32-30 W Course Out: N 52-52-30 W
RP North: 5075.1775 East : 6761.1677
End North: 5094.4909 East : 6735.6513
Line Course: N 56-27-30 W Length: 43.16
North: 5118.3386 East : 6699.6781
Line Course: N 33-30-00 E Length: 30.00
North: 5143.3552 East : 6716.2362

Perimeter: 196.54 Area: 1,512. sq.ft. 0.03 acres

Mapcheck Closure - (Uses listed courses and chords)
Error Closure: 0.0017 Course: S 63-12-10 W
Error North: -0.00078 East : -0.00155
Precision 1: 113,000.00



September 24, 2012

RECEIVED

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

SEP 25 2012

City Clerk's Office
City of Menlo Park

Re: **Opposition to Written Request for Abandonment – Louise Street**

Dear Ms. Roberts:

My property at 1825 Santa Cruz abuts the city right of way at the end of Louise Street. I took title of the property in May with the understanding that our existing gated access to the street will remain and can be improved. If the property is transferred to my neighbors on Louise my existing access will be eliminated. **I am therefore strongly opposed to the city abandoning this right of way.**

A letter from Mr. Darrell Tate, who occupied my property at 1825 Santa Cruz for approximately 27 years, documents his use of the Louise Street right of way. An encroachment permit was also granted to pave my driveway to Louise in 1984. Both are attached. My property has enjoyed access to Louise Street since it was created in the 1930s.

The signatories of the request for abandonment have falsely claimed that my property does not have access despite the existence of driveway gates leading from my property to Louise Street. The right of way is not 'excess'. Hubly and Nichols have been using my driveway for personal parking (in the public right of way) and have not landscaped nor maintained the area outside of ivy around their parking. Their goal is to maintain this privilege and enrich themselves at my expense.

Please halt the abandonment process if it has begun.

Sincerely,

Samuel Sinnott

May 17, 2012

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

RECEIVED

SEP 25 2012

City Clerk's Office
City of Menlo Park

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

Your copy

1/20/05

RECEIPT

Date 4-17 19 84 7265

Received From Susan M. DeBayer

Address 1825 Sartorius Rd

For 50 Dollars \$ 50.00

For 50 Dollars \$ 50.00
Cost of Business Permits

AMT. OF ACCOUNT		HOW PAID		By
AMT. PAID	BALANCE DUE	CHECK MONEY ORDER	CASH	
		X		S. DeBayer

9K808 FORM 10

ate Paid: 7-1-87
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.S.} 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: Laura M. Moran
Date: 4-3-84

PERMITTEE
By: Doreen Anderson
Title: Doreen Anderson
Date: 4.17.84
Phone: 328-7732

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

TRACT

TAX CODE AREA

1

3000

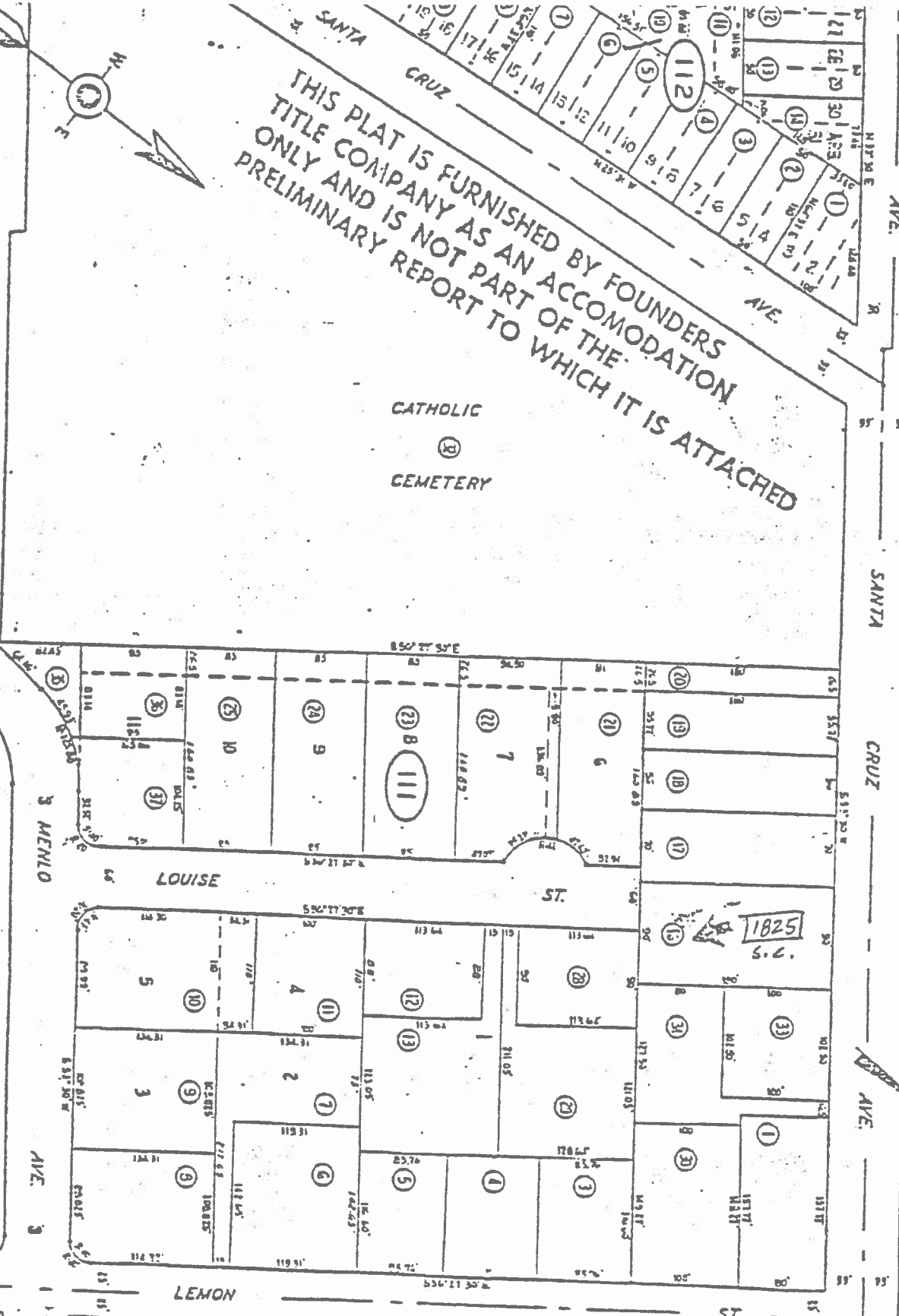
71-11

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

OAKDELL MANOR

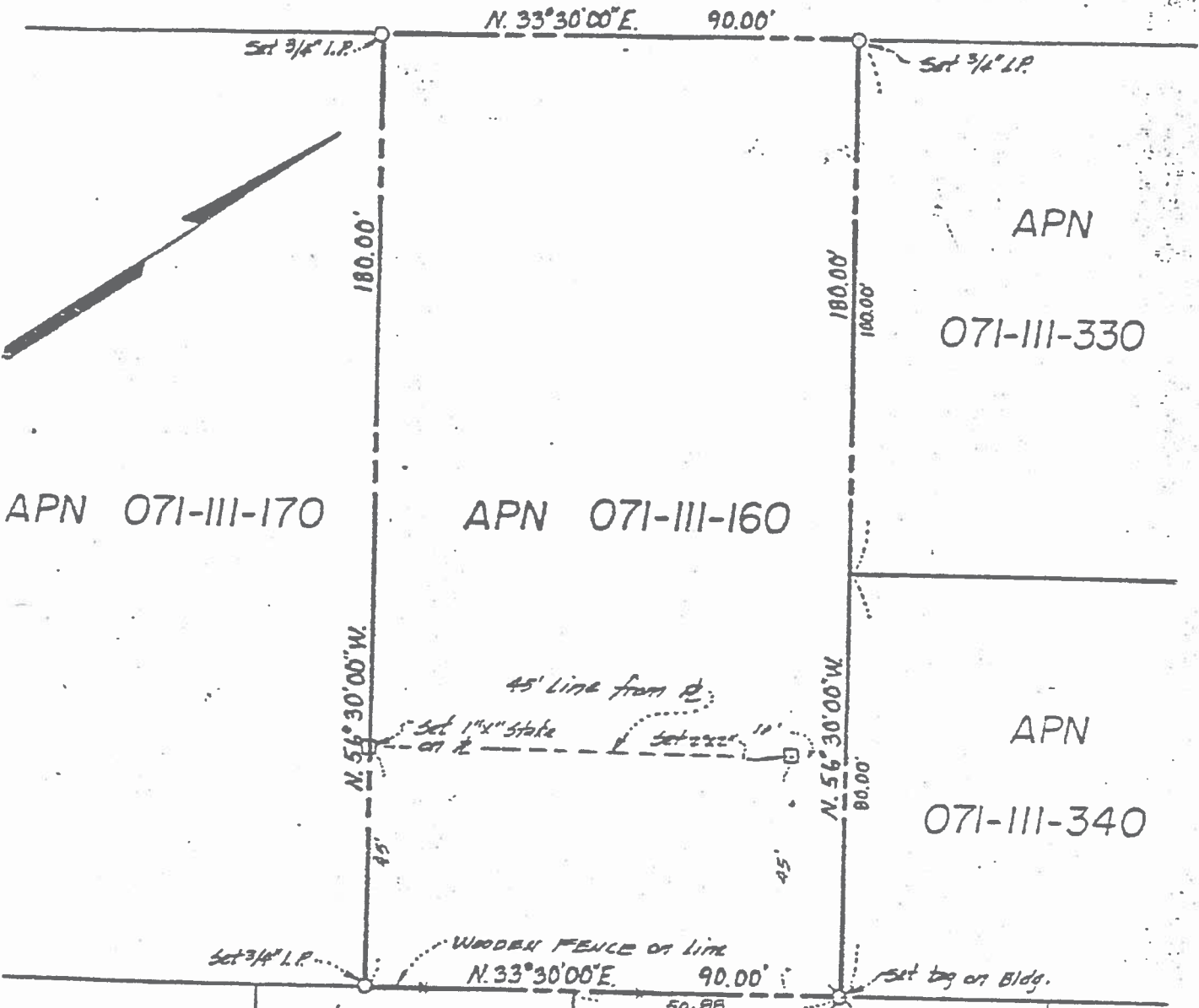
NO. 3



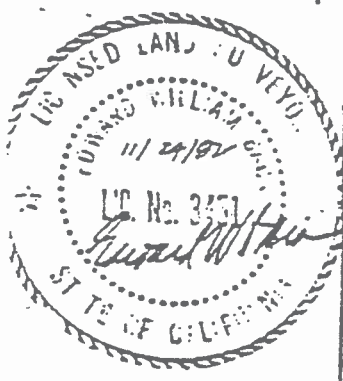
THIS PLAT IS FOR LOCATION PURPOSES ONLY. LOT
NUMBERS AND OTHER DATA SHOWN ARE FROM SAN MATEO
COUNTY ASSESSOR'S RECORDS.

FOUNDERS TITLE COMPANY

SANTA CRUZ AVE.



LOUISE ST. (60' WIDE)
 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		DATE 11/23/81
		SCALE 1" = 30'
CLIENT: CAL LAND TITLE Co. - ESCROW NR 131329		SURVEY R. Yick
EDWARD W. BACA LICENSED LAND SURVEYOR 830 WOODSIDE ROAD, SUITE 8, REDWOOD CITY, CA 94061. PHONE: 363-3333		PLAT R. Yick
		JOB NO 82-110

SANTA CRUZ AVE

1825 SANTA CRUZ

APN 071-111-160

180'-0"

90'-0"

39.12'

20.82'

14.12'

15'-0"

50'-83"

15'-0"

TREE

2" A.C.
on 4" C.I. 2
Agg. Base

12'-0"

SCALE: 1" = 30'

LOUISE STREET

60'-0"

FEBRUARY 3, 1984

FEB - 1984

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

DEAR MR. MERCER:

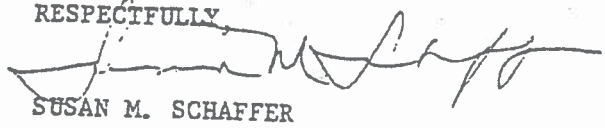
I OWN AND OCCUPY THE PROPERTY AT 1825 SANTA CRUZ. MY LOT HAS FRONTAGE ON SANTA CRUZ AVENUE AND LOUISE STREET.

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

THIS PAGE INTENTIONALLY LEFT BLANK

RESOLUTION NO. 6125

**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: Carlton, Cline, Keith, Ohtaki

NOES: None

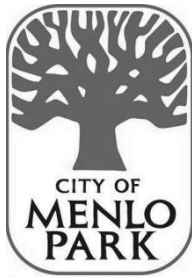
ABSENT: None

RECUSED: Mueller

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

THIS PAGE INTENTIONALLY LEFT BLANK



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](#)

THIS PAGE INTENTIONALLY LEFT BLANK

RESOLUTION NO. 6140

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

WHEREAS, the City Council of the City of Menlo Park considered the abandonment of Louise Street and approved a Resolution of Intention to abandon a portion of Louise Street as Resolution No. 6125 on March 5, 2013; and

WHEREAS, the dates set by the previously approved Resolution of Intention for the Public Hearings to be held by the Planning Commission and the City Council necessitate being changed; and

WHEREAS, the Planning Commission will hold a Public Hearing on this subject on May 6, 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 July 16, 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 an Amended 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 Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the sixteenth day of April, 2013, by the following votes:

AYES: Carlton, Cline, Keith, Ohtaki

NOES: None

ABSENT: None

RECUSED: Mueller

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this sixteenth day of April, 2013.

Margaret S. Roberts, MMC
City Clerk

THIS PAGE INTENTIONALLY LEFT BLANK

RESOLUTION NO. 2013-01

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK
DETERMINING THAT ABANDONING A PORTION OF PUBLIC RIGHT OF WAY
ALONG LOUISE STREET IS CONSISTENT WITH THE GENERAL PLAN**

WHEREAS, the Planning Commission of the City of Menlo Park has considered the public right of way abandonment of a portion of Louise Street, as shown in the attached Exhibit; and

WHEREAS, the Planning Commission has held a public hearing on this subject on May 6, 2013, as required by law, having provided public notification by publishing a legal notice in the local newspaper and notification by mail of owners and residents within a 300-foot radius of the proposed abandonment; and

WHEREAS, the Planning Commission has determined that said abandonment is consistent with the General Plan in that Louise Street would remain a local street, retain easements for public utilities and pedestrian access, and not affect the lot line determinations or Floor Area Limit (FAL) of the affected parcels; and

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Menlo Park hereby recommends that a portion of Louise Street, as shown in the attached Exhibit, to be abandoned as proposed.

I, Arlinda Heineck, do hereby certify that the above and foregoing Resolution was duly and regularly passed and adopted by a majority of the total voting members of the Planning Commission of the City of Menlo Park at a meeting held by said Commission on the 6th day of May, 2013, by the following vote:

AYES:	Commissioners: Bressler, Ferrick, Kadvany, Strehl
NOES:	Commissioners: Onken, Riggs
ABSTAIN:	Commissioners:
ABSENT:	Commissioners: Eiref

I further certify that the foregoing copy is a true and correct copy of the original of said resolution on file in the office of the Community Development Department, City Hall, Menlo Park, California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City this 7th day of May, 2013.

Arlinda Heineck
Arlinda Heineck
Community Development Director
City of Menlo Park



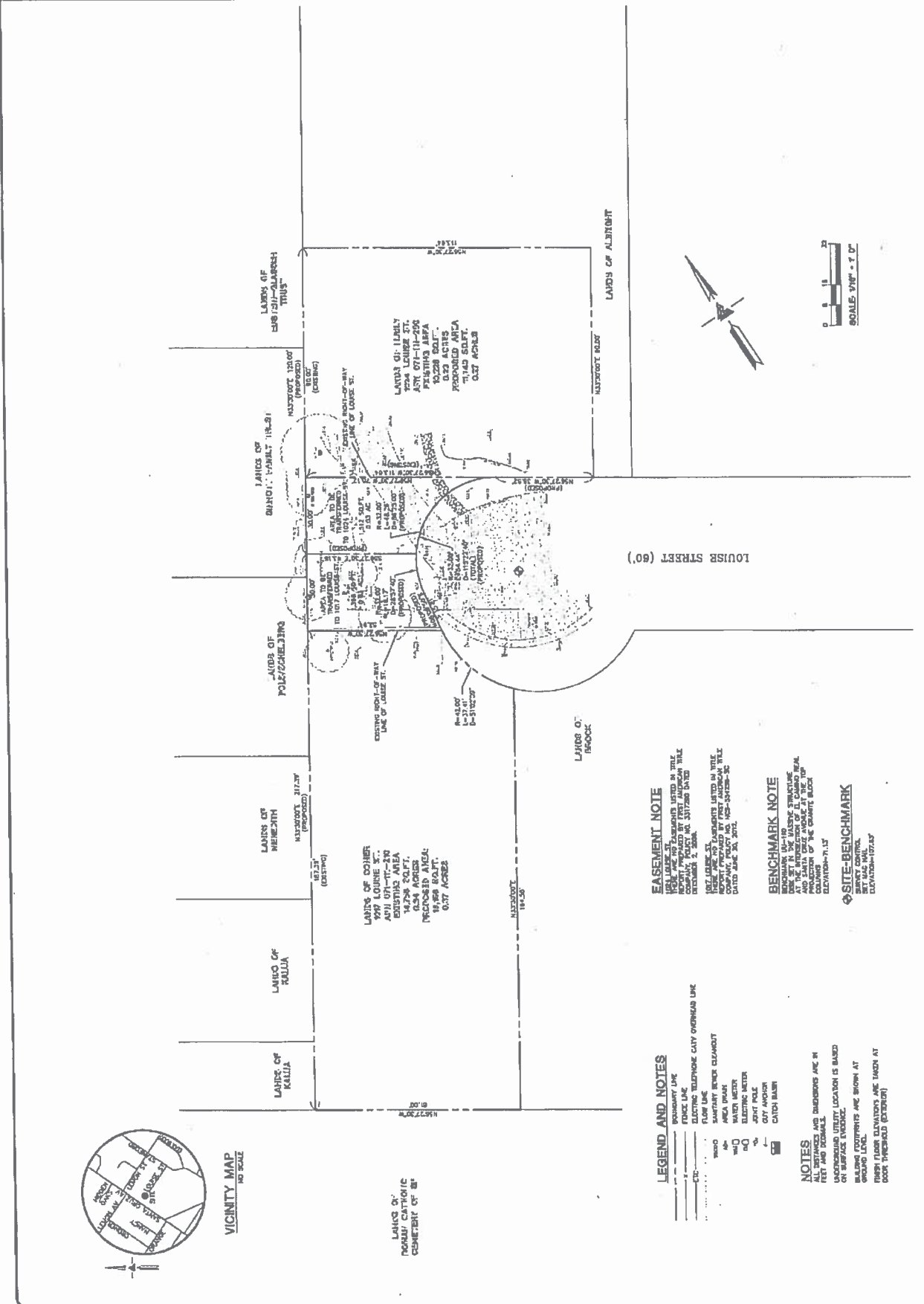


LEA & BRAZE ENGINEERING, INC.
 CIVIL ENGINEERS - LAND SURVEYORS
 155 MONTEBELLO BLVD
 SUITE 200, CA 90640
 (310) 508-4088
 WWW.LEA-BRAZE.COM

1017 & 1024
 LOUISE STREET
 MENLO PARK
 CALIFORNIA
 SAN MATEO COUNTY

**PROPOSED
 ABANDONMENT
 PLAN**

SHEET NO.	1 OF 1
DRAWN BY	SP/AT
SCALE	1/8"=1'
DATE	8-30-12
APP NO.	31250
APPROVED BY	SP
REVISIONS	
1 RECORD DRAWING 2 8-27-12 3 8-27-12 4 8-27-12 5 8-27-12 6 8-27-12 7 8-27-12 8 8-27-12 9 8-27-12 10 8-27-12	



VICINITY MAP
 NOT SCALE

EASEMENT NOTE
 THESE ARE THE EASEMENTS LISTED IN TITLE
 COMPANY RECORD NO. 402-10225-30
 DATED JUNE 20, 2012.

BENCHMARK NOTE
 BENCHMARK UG-100 IS THE BENCHMARK
 AT THE INTERSECTION OF ALVARADO REAL
 AND ADRIAN ST. IN COUNTY BLOCK
 COLUMBIAN-74.17
 ELEVATION=71.17

LEGEND AND NOTES

- BOUNDARY LINE
- FORCE LINE
- PROPERTY LINE
- SEWERAGE CITY OWNERS LINE
- FLOW LINE
- SANITARY SEWER CLEAROUT
- AREA DRAIN
- WATER METER
- ELECTRIC METER
- JOINT BOX
- WATER METER
- CATCH BASIN

NOTES
 ALL DIMENSIONS ARE IN
 FEET UNLESS OTHERWISE
 INDICATED. UTILITY LOCATION IS BASED
 ON SURFACE EVIDENCE.
 BUILDING FOOTPRINTS ARE SHOWN AT
 GROUND LEVEL.
 FINISH FLOOR ELEVATIONS ARE TAKEN AT
 DOOR THRESHOLD (CLEARANCE)

Transmittal Letter

June 20, 2013

sinnott&co

architecture & construction

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

RECEIVED**JUN 20 2013**

City Clerk's Office
City of Menlo Park

To:
City of Menlo Park
City Clerk's Office

Attention: Pamela Aguilar
1825 Santa Cruz Encroachment
Permit on Louise St. Appeal

Job Number:

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 checked="" type="checkbox"/> Other: Receipt
<input checked="" type="checkbox"/> Copy of Letter	<input type="checkbox"/> Change Order	<input type="checkbox"/> Samples	<input type="checkbox"/> Applic. form
<input type="checkbox"/> Total Quantity	<input type="checkbox"/> Reproducible	<input type="checkbox"/> Specification	

Submittal	Quantity	Date	DWG. #	Description
Letter	1	6/20/13		Encroachment Permit Denial Appeal
application	1	5/16/13		Original completed application form
Appli. receipt	1	6/3/13		Receipt for check accepted by City
Letter	1	6/5/13		Encroachment permit denial letter from PW

These are transmitted as checked below

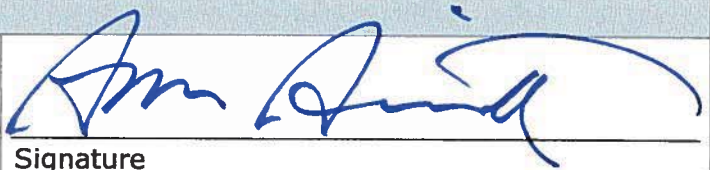
<input checked="" type="checkbox"/> For Approval	<input type="checkbox"/> Approved as Submitted	<input type="checkbox"/> Resubmit copies for approval
<input type="checkbox"/> For Your Use	<input type="checkbox"/> Approved as Noted	<input type="checkbox"/> Submit [#] copies for distribution
<input type="checkbox"/> 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:

Hello Pamela, Please let me know if this submittal should go to PW rather than your office.

Copy to:

Bill Garrett
Bill McClure
Ruben Nino


Signature

June 20, 2013

Pamela Aguilar, Acting City Clerk
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Re: Appeal of June 5, 2013 Denial of May 20, 2013 Revised Encroachment Permit Application (the "Application") for 1825 Santa Cruz Avenue (the "Property")

Dear Ms. Aguilar:

Please consider this to be Owner's/Applicant's appeal of the Public Works Department's June 5, 2013 denial of the above-referenced Application which was accepted for processing on May 20, 2013. A copy of the June 5, 2013 denial letter, as well as a copy of the complete Application, is enclosed.

The Property has legal vehicular access rights regardless of the outcome of the abandonment process. As such, the dirt driveway which has always existed and will continue to exist regardless of the abandonment outcome could be greatly improved in the configuration submitted in the Application. Another advantage of appealing the denial of the Application is that the City Council could review it with the proposed abandonment on the same night, July 16, 2013, rather than hearing the matter yet again.

Please set this appeal for hearing by the Council on July 16, 2013.

Yours,



Samuel Sinnott
Trustee of the Sinnott Family Trust
Owner and Applicant

Enclosures

cc: William L. McClure, City Attorney
Ruben Nino, Assistant Director of Public Works
William R. Garrett, Esq.



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

ONE PERMIT PER ADDRESS

Location of Work 1825 Santa Cruz Ave		Applicant Represents <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> Owner		Applicant e-mail: sam@sinnottandco.com	
Name of Applicant (person) Samuel Sinnott, AIA		Address 558A Santa Cruz Ave.	City Menlo Park	State CA	Zip 94025
Name of Contractor Samuel Sinnott & Co		Address 558A Santa Cruz Ave	City Menlo Park	State CA	Zip 94025
California Construction License No. 510156	Menlo Park Business License No.	Est. Start Date	Est. Complete Date		
Estimated Construction Cost (Estimate work in city R/W only. Do not include value of utility.) \$ 8,000	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)			

Description of work to be done:


Revised Relocation of our existing vehicle access on Louise Street in a configuration that is a permanent driveway; Saves landscape, is accessible to emergency vehicles and makes our safest vehicle access easier to use.

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

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.

 owner 8/16/13
 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)	\$
		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.

*Whit is
Engineering took
check.*

CITY OF MENLO PARK/FINANCE DEP
650-330-6704

97823 4:31 PM 06/03/13

EMP: WHIT LOY

211 MINOR ENCROACHMENTS
1 @ 470.00 470.00
1825 SANTA CRUZ
PAID BY SAMUEL SINNOTT

SUB-TOTAL : \$470.00
SALES TAX : .00

TOTAL > \$470.00
PAY TYPE : CHECK
24576
RECEIVED : 470.00
CHANGE : .00

701 LAUREL STREET
MENLO PARK, CA. 94025
THANK YOU FOR YOUR BUSINESS



Public Works Department

June 5, 2013

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

RE: Revised Encroachment Permit Application for 1825 Santa Cruz Avenue

Dear Sam:

This letter is to confirm receipt of your revised Encroachment Permit application for construction of a driveway for access to Louise Street from your property at 1825 Santa Cruz Avenue. As the abandonment of Louise Street is currently under consideration by the City Council, your application for an encroachment permit to construct a driveway is hereby denied without prejudice until the City Council makes its decision, currently scheduled for July 16, 2013. Accordingly, you will be receiving a refund check for your application fee which you insisted that the City accept this week.

Should the City Council decide not to abandon Louise Street, you can then resubmit your application for an Encroachment Permit and pay the application fee at that time.

Should you have further questions, please feel free to contact me at (650) 330-6740.

Sincerely,

Ruben Niño
Assistant Public Works Director

cc: William L. McClure, City Attorney
Charles W. Taylor, Public Works Director
Roger Storz, Senior Engineer
William Garrett, Esq.

SUBJECT 1825 Santa Cruz JOB NO. _____ DATE 6/21/13

TO Pamela Aguilar FROM Sam TIME _____

City Clerk

RECEIVED

JUN 21 2013

**City Clerk's Office
City of Menlo Park**

Hi Pamela,

I forgot to include these plans with my encroachment permit appeal package ~~today~~ yesterday. Could you include these two sheets and substitute this transmittal for the earlier copy?

Thanks for your flexibility.

Sam Sinnott

June 20, 2013

sinnott&co
architecture & construction

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
City Clerk's Office

Attention: Pamela Aguilar
1825 Santa Cruz Encroachment
Permit on Louise St. Appeal

Job Number:

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 checked="" type="checkbox"/> Plans	<input checked="" type="checkbox"/> Other: Receipt
<input checked="" type="checkbox"/> Copy of Letter	<input type="checkbox"/> Change Order	<input type="checkbox"/> Samples	Applic. form
<input type="checkbox"/> Total Quantity	<input type="checkbox"/> Reproducible	<input type="checkbox"/> Specification	

Submittal	Quantity	Date	DWG. #	Description
Letter	1	6/20/13		Encroachment Permit Denial Appeal
application	1	5/16/13		Original completed application form
Appli. receipt	1	6/3/13		Receipt for check accepted by City
Letter	1	6/5/13		Encroachment permit denial letter from PW
Orig Drawings	2	5/14/13	A-D1, D2	Revised relocation of driveway plans 8.5x11


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:

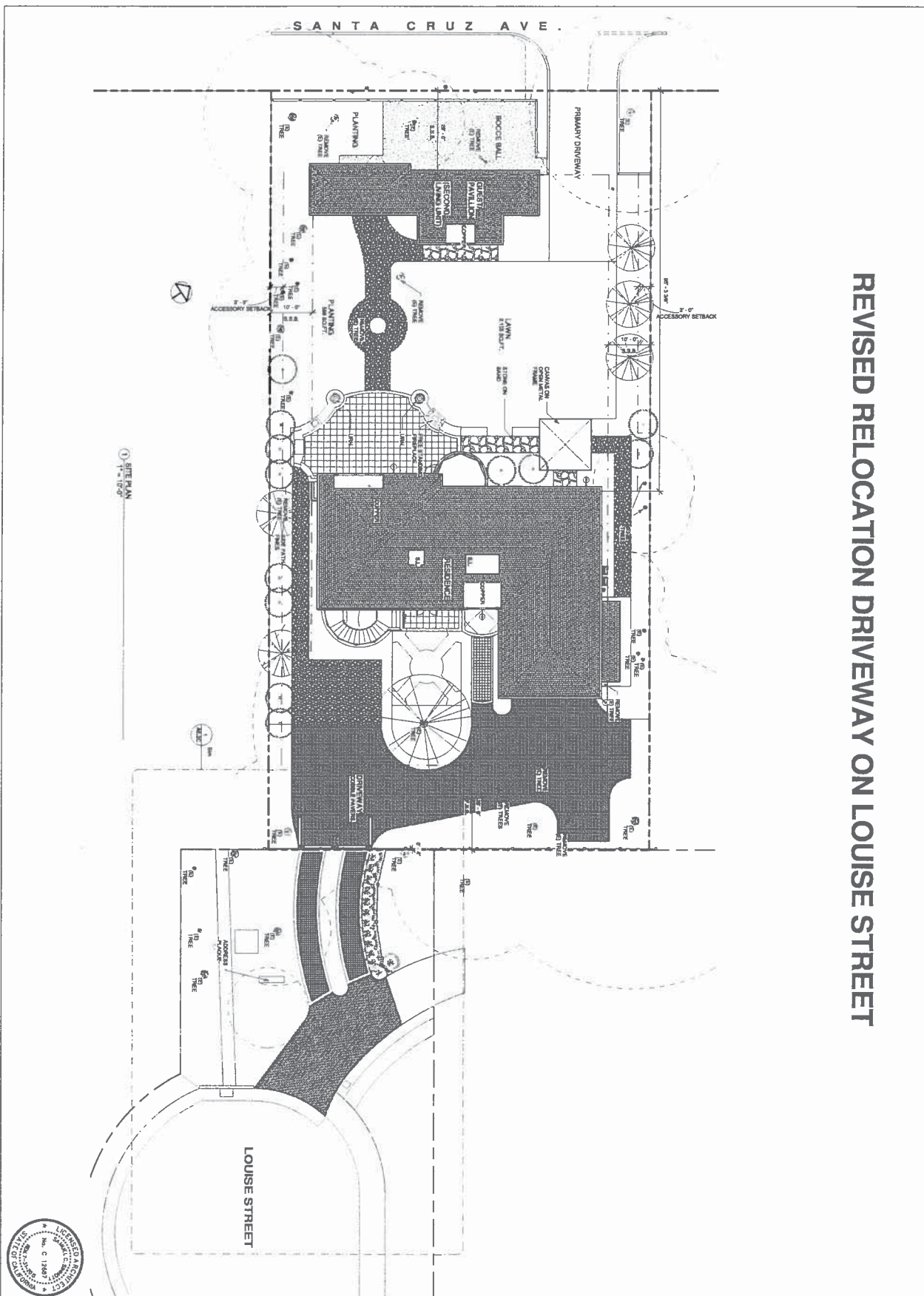
Hello Pamela, Please let me know if this submittal should go to PW rather than your office.

Copy to:

Bill Garrett
Bill McClure
Ruben Nino


Signature

REVISED RELOCATION DRIVEWAY ON LOUISE STREET



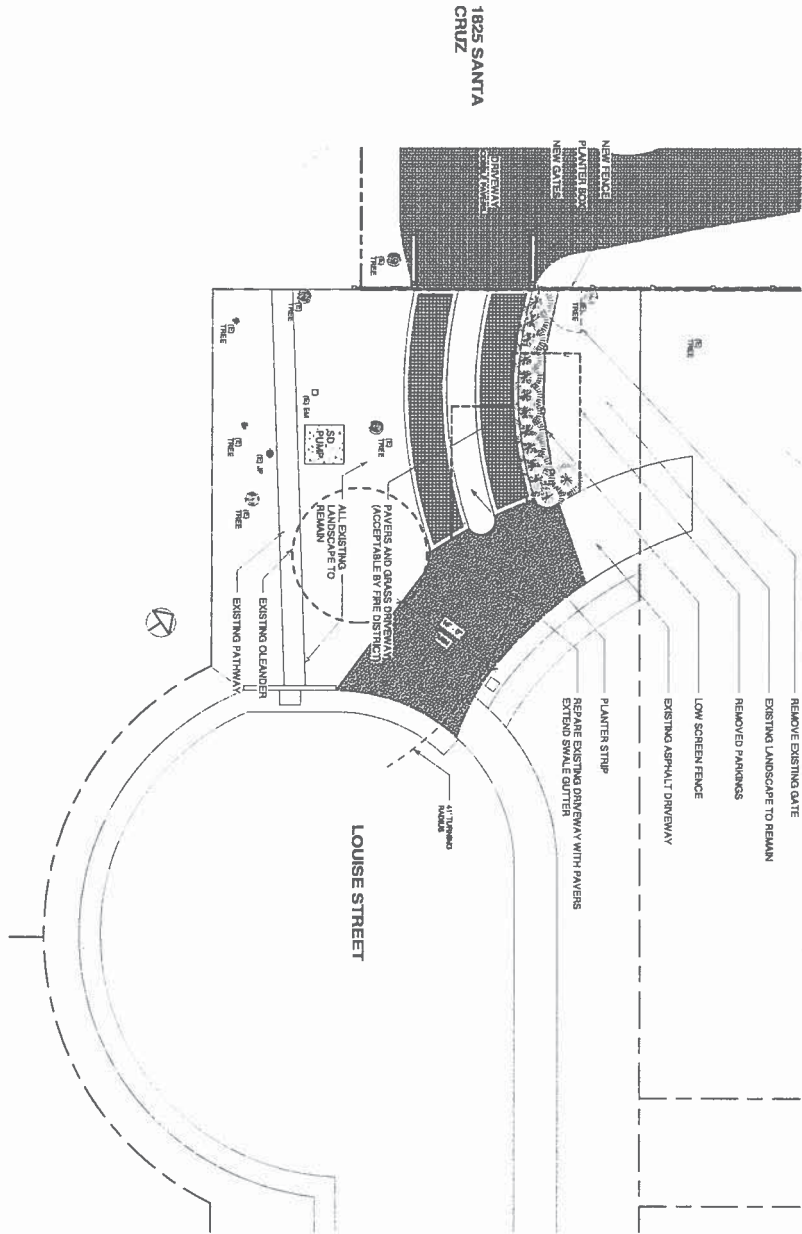
Project Number	1825
Drawn by	SJ/ADJ
Checked by	Author
Approved by	Checker
Scale	1" = 10'-0"
Sheet	A-D1

No.	Description	Date

REVISED RELOCATION DRIVEWAY AT:
 1825 SANTA CRUZ AVE.
 SINNOTT FAMILY TRUST

sinnott&co.
 architecture & construction

Samuel Sinnott AIA Lic. No. 310154
 55.6A Santa Cruz Avenue Menlo Park, CA 94025
 PH: (650) 325-6690 FAX: (650) 325-0135
 sam@sinnottandco.com www.sinnottandco.com



1825 SANTA CRUZ

① ENLARGED DRIVEWAY PLAN
1/8" = 1'-0"



ENLARGED DRIVEWAY PLAN

Project Number	1246
Client	S.F.1413
Drawn by	Author
Checked by	Chandler
Scale	1/8" = 1'-0"
	A-D2

No.	Description	Date

REVISED RELOCATION
DRIVEWAY AT:
1825 SANTA CRUZ AVE.
SINNOTT FAMILY TRUST

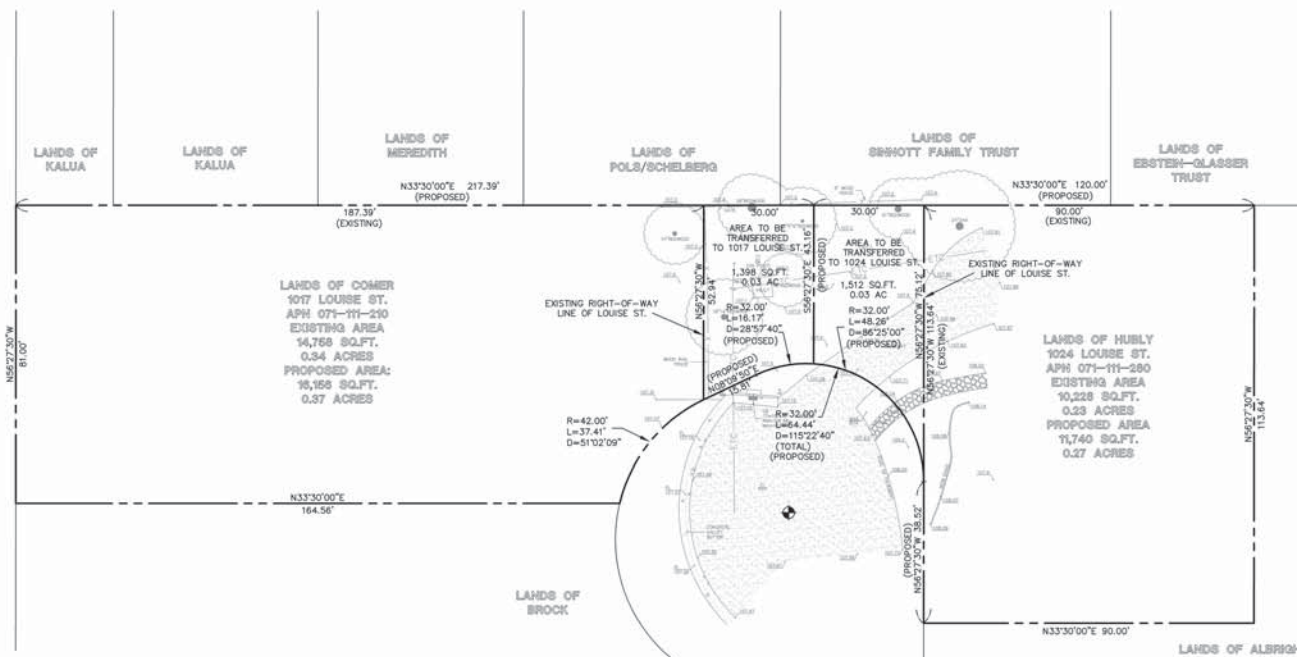
sinnott&co
architecture & construction

Samuel Sinnott, AIA Lic. No. 51055
558A Santa Cruz Avenue, Menlo Park, CA 94025
PH: (650) 325-8860 FAX: (650) 325-0138
sinn@sinnottandco.com www.sinnottandco.com

THIS PAGE INTENTIONALLY LEFT BLANK



VICINITY MAP
NO SCALE



LEGEND AND NOTES

- BOUNDARY LINE
- x- FENCE LINE
- ETC- ELECTRIC TELEPHONE CATV OVERHEAD LINE
- FLOW LINE
- SSCOO SANITARY SEWER CLEANOUT
- AD+ AREA DRAIN
- WM WATER METER
- EM 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 (EXTERIOR)

EASEMENT NOTE

1024 LOUISE ST.
THERE ARE NO EASEMENTS LISTED IN TITLE REPORT PREPARED BY FIRST AMERICAN TITLE COMPANY, POLICY NO. 3317290 DATED DECEMBER 2, 2009.

1017 LOUISE ST.
THERE ARE NO EASEMENTS LISTED IN TITLE REPORT PREPARED BY FIRST AMERICAN TITLE COMPANY, POLICY NO. NCS-054258-SC DATED JUNE 20, 2012.

BENCHMARK NOTE

BENCHMARK UG-110
DISK SET IN THE MASSIVE STRUCTURE AT THE INTERSECTION OF EL CAMINO REAL AND SANTA CRUZ AVENUE AT THE TOP PROJECTION OF THE GRANITE BLOCK COLUMNS
ELEVATION=71.13'

SITE-BENCHMARK

SURVEY CONTROL
SET MAG NAIL
ELEVATION=107.63'



LEA & BRAZE ENGINEERING, INC.
CIVIL ENGINEERS • LAND SURVEYORS
3045 ADDY RD. SUITE 300
ROSELAND, CA 95068
HAWAII, CALIFORNIA 96545
(714) 937-7343
(714) 937-7343
WWW.LEABRAZE.COM

1017 & 1024
LOUISE STREET
MENLO PARK
CALIFORNIA
SAN MATEO COUNTY

**PROPOSED
ABANDONMENT
PLAN**

REVISION	DATE	BY
1	3-21-13	MT
2	3-21-13	MT
REVISIONS		
JOB NO.	2120555	
DATE:	9-04-12	
SCALE:	1/16"=1'	
DRAWN BY:	MF/MT	
SHEET NO.:	SU1	

SU1

THIS PAGE INTENTIONALLY LEFT BLANK

TRACT NO. 506 BELLE ACRES

SAN MATEO COUNTY
SUBDIVISION OF A PORTION OF THE MARTIN TRACT-MAP
FILED IN MAP BOOK 2 AT PAGE 1 AND DESCRIBED MORE
PARTICULARLY IN CONVEYANCE FILED OCT. 7, 1935 IN BOOK
664, OFFICIAL RECORDS, SAN MATEO COUNTY AT PAGE 280

SCALE: 1" = 100'

JULY, 14, 1936

OWNERS CERTIFICATE

We hereby certify that we are the owners of or have some right, title or interest in and to the real property included within the subdivision shown upon this map, and that we are the only persons whose consent is necessary to pass a clear title to said property, and we consent to the making of said map and subdivision as shown within the border lines and hereby dedicate to public use LOUISE STREET, LEMON AVENUE and MENLO AVENUE shown upon said map within said subdivision.

Louis A. Reese
Louise B. Reese

State of California, } ss
County of San Mateo, }

On this 18th day of July, 1936, before me, A. D. GRAY, a Notary Public in and for the County of San Mateo, State of California, residing therein, duly commissioned and sworn, personally appeared L. A. REESE, R. P. REESE and LOUISE B. REESE, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

A. D. Gray
Notary Public in and for the County of San Mateo, State of California

I, Bert J. Mehl, hereby certify that I am a Registered Civil Engineer of the State of California, that this map consisting of one sheet, correctly represents a survey made by me June, 1936; that all the monuments shown thereon actually exist and their positions are correctly shown.

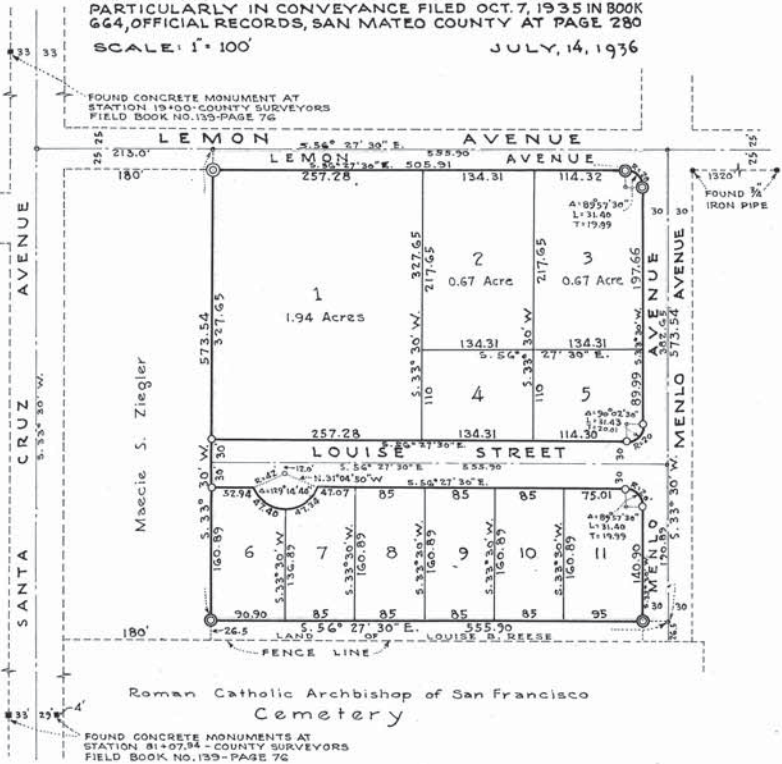
© indicates 2" iron pipe, filled with concrete with metal disc marked RE
o indicates 3/4" iron pipe.

The bearing of Santa Cruz Avenue as shown on map of MARTIN Tract filed Sept. 6, 1887, in the office of the Recorder for San Mateo County, in Map Book 2, Page 1, was taken as basis of bearings shown upon this map.

Bert J. Mehl
REGISTERED CIVIL ENGINEER.

I hereby certify that the map of this subdivision conforms to the requirements of law and to the action on the tentative map thereof taken by the Planning Commission of the County of San Mateo on June, 19, 1936.

U. Woodruff
Engineer-Surveyor of the County of San Mateo.



It is ordered that the map of Tract No. 506 be and the same is hereby approved; that the money deposited the office of this Board as security for the payment of taxes be and the same is hereby approved in the sum of \$150.00, which is hereby fixed as the required amount of said security, that LOUISE STREET, LEMON AVENUE and MENLO AVENUE shown upon said map and therein offered for dedication be and the same are hereby accepted for the purpose for which the same are offered for dedication.

The Clerk of this Board is directed to endorse upon the face of said map a copy of this order authenticated by the seal of the Board of Supervisors.

I hereby certify that the foregoing order was adopted By the Board of Supervisors at a meeting of said Board held July 20th, 1936.

E. B. Hinman
County Clerk and Ex-Officio Clerk of the Board of Supervisors of the County of San Mateo, State of California.

By *W. H. Augustus* Deputy.

I hereby certify that money in the amount of \$150.00 has been deposited in the office of the Board of Supervisors as security for the payment of taxes on land shown on the map of Tract No. 506

E. B. Hinman
County Clerk and Ex-Officio Clerk of the Board of Supervisors of the County of San Mateo, State of California.

By *W. H. Augustus* Deputy.

I hereby certify that there are no liens for unpaid state, county or local taxes or special assessments collected as taxes against the land included in the within subdivision or against any part thereof except taxes which are not yet payable and which it is hereby estimated will not exceed the sum of \$150.00; and that said land is not nor is any part thereof subject to any special assessment that has not been paid in full, and that this certificate does not include any assessment of any assessment district, the bonds of which have not yet become a lien against said land or any part thereof.

Dated July 20th, 1936
E. M. Stack
Auditor of the County of San Mateo
By *D. M. Kohl*, Deputy.

Accepted for record and recorded in Book 21 of Maps, Page 21, in the office of the County Recorder of the County of San Mateo this 23rd day of July, 1936, at 11:45 P.M.

J. C. Rice
County Recorder of the County of San Mateo.

THIS PAGE INTENTIONALLY LEFT BLANK



First American
Title Insurance Company

NATIONAL COMMERCIAL SERVICES

Michael D. Hickey
Senior National Underwriter

April 2, 2013

Michael Hubly
1024 Louise Street
Menlo Park, CA 94025

Re: NCS-554256-SC
1024 Louise Street

Dear Mr. Hubly:

In our discussion yesterday, we discussed the affect of a proposed vacation of a portion of Louise Street in Menlo Park on the title. While I have been underwriting title insurance for over 35 years, I am not an attorney and seek to explain how First American handles vacations in insurance of title.

The first consideration is to determine how the street was created as different methods of creation can indicate fee or easement ownership. Based on my research, Louise Street was dedicated and accepted on the Map of Tract 506 Belle Acres filed for record July 23, 1936 in Book 21 of Tract Maps, page 21 (the "Map"). Streets dedicated on maps are easements unless the dedication specifically designates "in fee." No such recital is shown on the Map. A copy is provided for reference.

Pursuant to Civil Code Section 831, "an owner land bounded by a road or street is presumed to own to the center of the way, but the contrary may be shown." According to Code of Civil Procedure 2077 (four) "When a road, or stream of water not navigable, is the boundary, the rights of the grantor to the middle of the road or the thread of the stream are included in the conveyance, except where the road or thread of the stream is held under another title." I searched the title to 1017 and 1024 Louise and found no evidence to contradict this.

Since the street abuts other property, I verified that the properties to the Northwest fronting on Santa Cruz Avenue (at the end of Louise) were in a separate chain of title from that shown on the Map. According to the Marginal Street Rule these properties hold no interest in the street area.

Based on the above, the fee to the street vests in the two adjoining lot owners of 1017 and 1024 Louise Street and the City (as successor to the County) holds an easement for "public use" over Louise Street. Upon vacation of the public use, title to the street would vest in the owners of 1024 Louise and 1017 Louise to the centerline, subject to any easements reserved in the vacation document for utilities.

I hope this is clear but if not please call me.

1737 North First Street, Suite 100, San Jose, CA 95112

TEL 408-451-7905 • FAX 408-451-7836

EMAIL mhickey@firstam.com • WWW FIRSTAM.COM

Sincerely Yours
First American Title Insurance Company

A handwritten signature in black ink, appearing to read "Michael D. Hickey". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

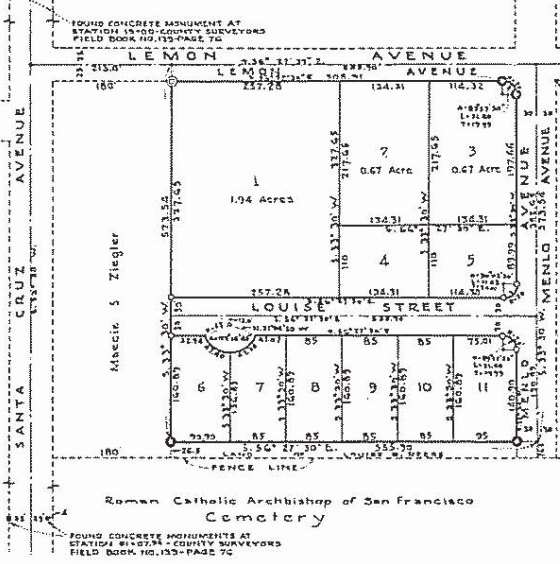
Michael D. Hickey

Enclosures Tract Map

Description: San Mateo, CA Tract Map - Book Page 21.21 Page: 1 of 1
Order: CQC Comment:

TRACT NO. 506 BELLE ACRES

SUBDIVISION OF A PORTION OF THE MARTIN TRACT-MAP
FILED IN MAP BOOK 2 AT PAGE 1 AND DESCRIBED MORE
PARTICULARLY IN CONVEYANCE FILED OCT. 7, 1935 IN BOOK
664, OFFICIAL RECORDS, SAN MATEO COUNTY AT PAGE 280
SCALE: 1" = 100'
JULY 14, 1936



OWNERS CERTIFICATE

We hereby certify that we are the owners of or have some right, title or interest in and to the real property included within the subdivision shown upon this map, and that we are the only persons whose consent is necessary to pass a clear title to said property, and we consent to the making of said map and subdivision as shown within the border lines, and hereby dedicate to public use, LOUISE STREET, LEMON AVENUE and MENLO AVENUE shown upon said map within said subdivision.

Louis B. Reese
Louis B. Reese

State of California,) 55
County of San Mateo,)
On this 14th day of July, 1936,
before me, H. D. CLARY, a Notary Public
in and for the County of San Mateo, State of California,
residing therein, duly commissioned and sworn, personally
appeared Louis B. Reese and
Louise B. Reese (names) known to me to be the persons
whose names are subscribed to the within instrument
and acknowledged to me that they executed the same.

In WITNESS WHEREOF, I have hereunto set my
hand and affixed my official seal the day and year
in this certificate first above written.

H. D. Clary
Notary Public in and for the County
of San Mateo, State of California

I, Bert J. Mehl, hereby certify that I am a Registered
Civil Engineer of the State of California, that this map consist-
ing of one sheet, correctly represents a survey made by me
June, 1936; that all the monuments shown thereon actually exist
and their positions are correctly shown.
© indicates 2" iron pipe, filled with concrete with metal disc marked
○ indicates 3/8" iron pipe.
The bearing of Santa Cruz Avenue, as shown on map of MARTIN
Tract Filed Sept. 6, 1897, in the office of the Recorder for San Mateo
County, in Map Book 2, Page 1, was taken as basis of bearings
shown upon this map.

Bert Mehl
REGISTERED CIVIL ENGINEER

I hereby certify that the map of this subdivision conforms to the
requirements of law and to the location on the tentative map there-
of taken by the Planning Commission of the County of San
Mateo on June, 19, 1936.

W. W. Woodruff
Engineer-Surveyor of the County of San Mateo.

It is ordered that the map of Tract No. 506 be and
the same is hereby approved; that the money deposited
the office of this Board as security for the payment of
taxes, be and the same is hereby approved in the sum
of \$150.00, which is hereby fixed as the required
amount of said security, that LOUISE STREET, LEMON
AVENUE and MENLO AVENUE shown upon said
map and herein offered for dedication be and the
same are hereby accepted for the purpose for which
the same are offered for dedication.

The Clerk of this Board is directed to endorse upon
the face of said map a copy of this order authenticated
by the seal of the Board of Supervisors.

I hereby certify that the foregoing order was adopted
By the Board of Supervisors at a meeting of said
Board held July 20th, 1936.

E. B. Hirman
County Clerk and Ex-Officio Clerk of the Board of Super-
visors of the County of San Mateo, State of California.
By *W. H. Langsdorf*, Deputy.

I hereby certify that money in the amount of \$150.00 has
been deposited in the office of the Board of Supervisors as
security for the payment of taxes on land shown on the
map of Tract No. 506.

E. B. Hirman
County Clerk and Ex-Officio Clerk of the Board of Super-
visors of the County of San Mateo, State of California.
By *W. H. Langsdorf*, Deputy.

I hereby certify that there are no liens for unpaid state, county or
local taxes or special assessments collected as taxes
against the land included in the within subdivision or
against any part thereof except taxes which are not yet
payable and which if they be estimated will not exceed
the sum of \$150.00; and that said land is not nor is any
part thereof subject to any special assessment that has
not been paid in full, and that this certificate does not
include any assessment of any assessment district, the
bonds of which have not yet become a lien against said
land or any part thereof.

Dated July 20th, 1936
E. M. Steach
Auditor of the County of San Mateo
By *E. M. Steach*, Deputy.

Accepted for record and recorded in Book 21 of Maps,
Page 21, in the office of the County Recorder of the
County of San Mateo this 23rd day of July, 1936,
at 1:42 P.M.
T. C. Quinn
County Recorder of the County of San Mateo

THIS PAGE INTENTIONALLY LEFT BLANK



OFFICE OF THE CITY MANAGER

Council Meeting Date: July 16, 2013
Staff Report #: 13-127

Agenda Item #:F-1

REGULAR BUSINESS: Request from Mayor Pro Tem Mueller Requesting the City Council Consider Support for “Get Active, Get Healthy Month”

RECOMMENDATION

Staff recommends that the City Council discuss and provide direction regarding Mayor Pro Tem Mueller’s request for City Council support for “Get Active, Get Healthy Month.”

BACKGROUND

There are currently several school district-sponsored fun runs and non-profit events in the city and the region which all operate independently.

ANALYSIS

As proposed, “Get Active Get Healthy Month” would be a coordinated public policy and promotion effort on behalf of the City to both promote and celebrate active events occurring within Menlo Park and in the region that serve the dual purpose of improving public health and creating community.

Mayor Pro Tem Mueller has spoken to representatives in charge of organizing several local school district fun runs, as well as Tim Sheeper, and the owners of Fleet Feet Sports. There is agreement that an opportunity for collaboration exists and various parties have agreed to participate in a committee should the Council approve this project. Representatives from Portola Valley’s City Council who have also expressed support for providing access to Portola Valley biking trails.

The month could begin with a kick-off party and active event at Burgess Park, followed by other potential events throughout the month including runs, swims, cycling, dancing, hikes, walking groups, etc. There would also be the opportunity to coordinate events with neighboring cities.

The City of Menlo Park would not interfere with, take ownership of, nor take over logistics for any fundraising conducted by the entities.

IMPACT ON CITY RESOURCES

There is no known impact on City resources based on this request.

POLICY ISSUES

There is no existing city policy on this issue.

ENVIRONMENTAL REVIEW

Environmental review is not required.

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

Report prepared by:
Clay J. Curtin
Assistant to the City Manager



PUBLIC WORKS DEPARTMENT

Council Meeting Date: July 16, 2013
Staff Report #: 13-124

Agenda Item #: F-2

REGULAR BUSINESS:

Consider Adopting a Resolution Approving the Second Amendment to the South Bayside Waste Management Authority Joint Powers Authority Agreement Prepared by the City of Redwood City, or Approving the Alternate Second Amendment to the SBWMA Joint Powers Authority Agreement Adopted by the City of San Carlos and Appointing a Council Member and Alternate to the SBWMA Board

RECOMMENDATION

Staff recommends that the City Council consider the following:

1. Adopt a resolution approving the second amendment to the South Bayside Waste Management Authority (SBWMA) Joint Powers Authority (JPA) Board agreement prepared by the City of Redwood City (Attachment I); or
2. Adopt a resolution approving the alternate second amendment to the SBWMA JPA Agreement adopted by the City of San Carlos (Attachment I); and
3. Appoint a Council Member and Alternate to the SBWMA Board, regardless of any action above.

BACKGROUND

The SBWMA also known as Rethink Waste was formed in 1982 by the JPA among twelve member agencies in San Mateo County. The member agencies include Atherton, Belmont, Burlingame, East Palo Alto, Foster City, Hillsborough, Menlo Park, Redwood City, San Carlos, San Mateo, County of San Mateo, and West Bay Sanitary District. SBWMA's primary goal is to provide cost-effective waste reduction, recycling, and solid waste programs to member agencies through franchised services. SBWMA also owns the Shoreway Environmental Center in San Carlos which is operated by South Bay Recycling on behalf of the Authority. The FY 2012 budget for SBWMA included revenues of over \$40 million, and operating expenses of \$36.5 million.

In 2006, after a discussion of proposals to change the membership of the SBWMA Board of Directors, the Governing Bodies of the SBWMA Members instead voted for the

first amendment to the SBWMA JPA to make several changes in the agency. They included:

1. Changing administration of the JPA from several contract firms and contract staff managed by the San Carlos City Manager (serving as SBWMA Board Chair) to a full-time Executive Director and full and part-time SBWMA staff members to be hired by the Executive Director.
2. Changing the Board Chair from the City Manager of San Carlos to a Board Chair elected annually from among the Board Members.
3. Amending the SBWMA Governing Board criteria to insure that City Managers, specified Department Heads and Environmental Program Managers served as voting members vs. the prior practice of any Agency Staff member appointed by each agency's City Manager, County Manager or General Manager.
4. Changing key SBWMA Board Functions (acquisition of real property, disposal of real property, entering into or amending franchise agreements for operation of the Facilities and issuing or refinancing bonds) from solely action by the Board to also requiring a 2/3 ratification vote of the Governing Bodies of the member agencies before they can be carried out.

In a letter dated December 7, 2012, the Mayor of Redwood City requested participation of an elected official from each SBWMA member agency to join a task force of member agencies' elected officials for the purpose of discussing and exploring various aspects of the SBWMA organization (Attachment A). The Blue Ribbon Task Force was officially formed in February 2013. The member agencies would discuss topics such as governance structure, work force, compensation, and the overall purpose or mission of the agency. The Blue Ribbon Task Force would explore and analyze alternative models and/or organizational efficiencies, and determine if they would then like to make recommendations on any of these topics to SBMWA member agencies.

On March 6, 2013, Council Member Keith submitted a formal request asking that the City Council consider an invitation from Redwood City to participate on the Blue Ribbon Task Force. The item was placed on the March 26, 2013 Consent Calendar and was unanimously approved to be added to the April 16, 2013 Council meeting for discussion. On April 16, 2013, Council unanimously voted to nominate Council Member Mueller to serve as the representative on the Task Force.

The Task Force met twice with the first meeting on March 20, 2013 (Attachment B) and second meeting on April 24, 2013 (Attachment C). During the April 24th meeting, Redwood City Council Member Ira was selected by general consensus as the Chair of the Task Force, with Redwood City staff agreeing to complete the follow up work requested at each meeting.

ANALYSIS

Second Amendment & Restated JPA Agreement

During the April 24, 2013 Blue Ribbon Task Force meeting, the task force reached a consensus on moving forward with an amendment to the SBWMA JPA and a Second Amendment to the agreement was drafted by the City Manager and City Attorney from Redwood City. Menlo Park received a copy of the proposed JPA Amendment on May 28, 2013 (Attachment D). The proposed amendment changes Section 8.1 – Board of Directors. It deletes the four current Board eligibility categories and replaces them with “Each Member must select its Director or the Directors’ designee alternate from among the Member agency’s elected governing Body.”

Under the provisions of the SBWMA JPA Agreement, it takes 2/3 of the member agencies (eight agencies) to approve a change in the JPA terms. To date, as seen in the table below, five of the member agencies have officially adopted the Second Amendment Agreement with the City of San Carlos being the only agency to propose and adopt an Alternate Second Amendment Agreement.

Member Agency	Adopted 2 nd Amendment	Adopted Alternate 2 nd Amendment
Atherton	Yes	No
Burlingame	Yes	No
Hillsborough	Yes	No
Redwood City	Yes	No
West Bay Sanitary District	Yes	No
San Carlos	No	Yes
East Palo Alto	July 16, 2013	July 16, 2013
Belmont	July 16, 2013	July 16, 2013
Foster City	July 15, 2013	July 15, 2013
City of San Mateo	July 15, 2013	July 15, 2013
County of San Mateo	July 23, 2013	July 23, 2013
Menlo Park	July 16, 2013	July 16, 2013

Alternative Amendment

San Carlos chose to adopt an alternate Second Amendment Agreement (Attachment E) after finding significant issues present in the JPA amendment proposed by the Task Force. San Carlos staff identified the following improvements and proposed adding three provisions to the Task Force Proposal which includes:

1. **Code of Conduct** – Rather than leaving the question of adopting a Code of Conduct to a future SBWMA Board, this provision adds a Code of Conduct in the JPA Agreement. This would insure that the next round of Board discussions regarding contract extensions and/or procurement for services will be subject to these provisions. It may even encourage the members of the Governing Bodies to adopt the same Code of Conduct to govern their participation in renewal and/or procurement of these services.

2. **Effective Date** – The effective date of the JPA Amendment would be January 1, 2014 rather than as soon as the required eight Governing Body votes are obtained. This would eliminate concerns about the timing of the 2014 rate process and the potential of needing retroactive rate adjustments in the coming year.
3. **Technical Advisory Committee (TAC)** – A Technical Advisory Committee would be established as part of the governance change. This would retain the expertise from the current SBWMA governance format and assist in the transition to a new approach.

Board Composition – Management Level Staff versus Elected Officials

There have been discussions as to whether only Senior Member Agency staff should continue to serve on the Board or if it should be composed of Member Agency Elected Officials. The comparisons are highlighted below:

- **Elected Officials:** Having elected officials on the Board may give the public a sense of security that there is more direct control over waste management services. Elected officials may be more proactive in providing information to the public.
- **Management Level Staff:** Senior management staff has served on the Board for several years and are very knowledgeable about SBWMA. Senior management staff is also able to provide the institutional knowledge and professional expertise in developing budgets, contracts, and long term planning and beneficial continuity for the board over time.

San Mateo Civil County Grand Jury Report on SBWMA Governance

On June 17, 2013, in light of public concern over rate and service changes, the Civil Grand Jury filed a report with recommendations for Member Agencies and SBWMA to disseminate comprehensive information about SBWMA operations, its franchisees, and rate setting process to its customers (Attachment F). The Grand Jury recommended the following:

- That each Member Agency request that Recology provide detailed billing statements to the customers in the Member Agency's jurisdiction that disclose all fees, including those imposed by the Member Agency.
- That Member Agencies continue the current practice of appointing only senior management level staff to the Board in accordance with the Restated Agreement.

- If the Restated Agreement is amended to change the Board Membership to elected officials, then a technical advisory committee consisting of staff with technical experience in waste management is put in place.

On June 19, 2013, Menlo Park received a letter from the Grand Jury (Attachment G) requesting a response to their Findings and Recommendations no later than 90 days from the date the letter was received, which would be September 16, 2013. The response must indicate that it was approved by Council. This item is attached for information only at this time and will be brought back to Council for a formal response at a later date.

Furthermore, on July 1, 2013, SBWMA Counsel sent a letter addresses to the Menlo Park City Manager requesting that they be informed as soon as possible on Council's decision on the approval or disapproval of the Amended JPA Agreement (Attachment H).

Staff requests direction on whether Council would like to proceed with adopting one of the proposed amendments. If the Council does not approve either of the two amendments, then the SBWMA Board would remain comprised of senior management staff, unless and until eight of the other members vote to approve one of the amendments. Council needs to appoint a representative and an alternate to the SBWMA Board in the event that the amendment is approved by the member agencies.

IMPACT ON CITY RESOURCES

Consideration of the proposed amendments to the SBWMA JPA may have a direct impact on City Resources. It is anticipated that additional staff time to review and research matters raised by the Board will be needed, which could impact time spent on other City priorities.

POLICY ISSUES

There are no policy issues as a result of Council choosing any of the aforementioned alternatives for SBWMA Governance.

ENVIRONMENTAL REVIEW

The proposed action does not require environmental review.

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. Letter from Redwood City Mayor (December 7, 2012)
- B. Blue Ribbon Task Force Minutes (March 20, 2013)
- C. Blue Ribbon Task Force Minutes (April 24, 2013)
- D. Second Amendment & Restated JPA Agreement (May 28, 2013)
- E. Alternate Second Amendment as Proposed and Adopted by San Carlos (June 10, 2013)
- F. Grand Jury Report on SBWMA Board Governance (June 17, 2013)
- G. Letter to Council Requesting Comments to Grand Jury Report (June 19, 2013)
- H. Letter to Menlo Park City Manager from SBWMA Counsel (July 1, 2013)
- I. Resolution

Report prepared by:
Vanessa Marcadejas
Environmental Programs Specialist

Charles Taylor
Public Works Director

Mayor Alicia C. Aguirre
Vice Mayor Jeffrey Gee

Council Members
Ian Bain
Rosanne S. Foust
Jeff Ira
Barbara Pierce
John D. Seybert



1017 MIDDLEFIELD ROAD
Redwood City, California 94063
Telephone (650) 780-7220
FAX (650) 261-9102
www.redwoodcity.org

December 7, 2012

Honorable Mayor Peter Ohtaki
and Council Members
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

(also sent via email c/o City Clerk)

Subject: Invitation to Participate on Blue Ribbon Task Force to Consider Changes to South Bayside Waste Management Authority (SBWMA) Governance Structure and Board Composition

Honorable Mayor Ohtaki and Council Members,

As you know, there have been discussions among city managers, staff, and elected officials of SBWMA's member agencies about the desire to analyze and explore possible changes to SBWMA's governance structure and board composition. With a majority of member agencies indicating in writing their desire to examine such changes, my colleagues and I on the City Council of Redwood City, unanimously agree that a full exploration of this question is best accomplished through the formation of a Blue Ribbon Task Force. This letter is your invitation to participate on this important Task Force.

Your agency's participation on this Task Force, either by appointing an elected official or a high-level staff member, is crucial. Even if you responded earlier with your perspective on examining possible structural changes, I would request to hear from your jurisdiction on the question of Task Force participation as well. You may want to advise your City Manager that you would like to participate on the Task Force, and ask he/she to notify Redwood City's City Manager Bob Bell at bbell@redwoodcity.org or via phone at (650) 780-7300 by the first week in February.

The staff report on this matter can be found on Redwood City's website, at www.redwoodcity.org/government/council/meetings.html (select the December 3 meeting Agenda and see item number 8C).

A fully representative Task Force will provide the best opportunity for the variety of interests related to this issue to be fully identified and explored, and will result in the maximum number of quality ideas and options for the group to consider.

Thank you for your consideration, and we look forward to hearing from your jurisdiction as to your preference for serving on the Blue Ribbon Task Force.

Sincerely,

A handwritten signature in black ink, appearing to read "Alicia C. Aguirre".

Alicia C. Aguirre
Mayor

C: Members, City Council Redwood City
Robert B. Bell, City Manager

THIS PAGE INTENTIONALLY LEFT BLANK

Final Summary Minutes

Blue Ribbon Task Force Wednesday, March 20, 2013

6:00 p.m. – 7:30 p.m.

City Hall
1017 Middlefield Road
Redwood City, CA 94063
Council Chambers – First Floor

Members:

Jeff Ira, Council Member, City of Redwood City – **Present**
Dave Warden, Council Member, City of Belmont - **Present**
Michael Brownrigg, Vice Mayor, City of Burlingame –**Present**
Pam Frisella, Mayor, City of Foster City - **Present**
Jess (Jay) Benton, Mayor, Town of Hillsborough - **Present**
Bob Grassilli, Mayor, City of San Carlos – **Present**
Robert Ross, Deputy Mayor, City of San Mateo - **Present**
Fran Dehn, Director, West Bay Sanitary District – **Present**
Carole Groom, County of San Mateo - **Present**

City Staff:

Bob Bell, City Manager - **Present**
Audrey S. Ramberg, Assistant City Manager - **Present**
Silvia Vonderlinden, City Clerk - **Present**

Others in Attendance: Kevin McCarthy, Gino Gasparini Monica Devicenzi, Staff from the City of Belmont.

1. **Introduction of Blue Ribbon Task Force Members** – The meeting was called to order at 6:05 p.m. by Council Member Jeff Ira. Each member present introduced himself or herself.
2. **Public Comment** - There was no public comment.

NOTE: Speakers are limited to three minutes, unless modified by the Chairperson. The Task Force cannot take action on any matter raised under this item.

3. **Review and Discuss Purpose of Task Force:** All

Council Member Ira made opening remarks regarding the purpose of the task force in regards to the SBWMA (South Bayside Waste Management Authority). He noted that the goal was to explore the services provided by SBWMA as well as its Governance Structure with the overall desire of achieving optimal efficiencies and accountability. The intent was to keep the rate payer in mind. He explained this is a part of a continuum with multiple factors leading to this need to sit down and re-examine options. Mayor Benton commented that Hillsborough thought the governance of SBWMA should be expanded and possibly have appointed elected officials on its Board. Mayor Benton would like the agency to have the option to place an elected official on the Board if it so chooses. Mayor Benton referred to the high rates they had to impose on the residents and how it would be easier to justify if an elected official is part of the process. Mayor Benton would like to know why it costs just the same to process green as it costs to process black waste.

4. **Identify and get agreement on areas for the Blue Ribbon Task Force to explore:**
 - **Current Mission or Purpose of SBWMA**
 - **Current Governance Structure and Possible Alternatives**
 - **Services Provided**
 - **Other Items**

Council Member Warden opined that Belmont always wanted to have elected officials on the Board because some of the issues need to be addressed by elected officials since they are the accountable. Council Member Warden noted that in 2005 there was an interest to pursue this initiative but only Redwood City and East Palo Alto were open and willing to this

dialogue. Council Member Warden said that in 2007 Belmont passed a resolution asking for elected officials to be on the Board and he would like to have the option of "allowing" elected officials on the Board, but not to make it mandatory. Council Member Warden believes he has the support of his Council to vote on having elected officials on the Board. The vote requirement to make that happen was discussed. Mr. McCarthy, Executive Director of the SBWMA, stated from the audience, that the vote requirement is 2/3 vote, which equates to eight votes. Mayor Frisella said that at the time they did not think that was necessary and it was a personal choice. Mayor Frisella confirmed that as she hears the issues they might now have a different perspective.

Council Member Ira made a suggestion to have an Oversight Board look at the larger items and to provide direction to the SBWMA Board. This would be a Board that would hire the Executive Director and approve the budget. Mayor Benton said that the elected ones are the ones setting the rates but they have no control, and so he concurs with having a choice to have elected officials on the Board because they need to do the explaining to the people. Mayor Grassilli said that regardless of who is on the Board, it is irrelevant because the rates are the rates. Mayor Grassilli does not think it is as controllable as we think it might be. Council Member Warden added that some rates, like the transfer rates, could be set. Mayor Benton said but the Board is the one that approves the budget, the costs are in the budget, and they have the power to take multiple actions. Mayor Grassilli concurred with such argument. Council Member Warden said that the Board of Directors has a lot of power but when the rates are raised it is the Council that is being accountable. Council Member Ira said that residents care about two things (1) cost and (2) services, and so he would like to have a little input and be able to say "this is the lowest cost". Mayor Benton said that it is hard to ask people to do more recycling and composting and then raise their rates – he believes the model is broken. Mayor Benton provided details on the trends in Hillsborough and how green waste is a serious concern because they have large lots, and he added details about a set charge that city instituted.

Council Member Ira noted that if you downgrade, then it will cost the city money. Ms. Dehn suggested some examination of future costs and consideration of options from a technological perspective and for the long run. Deputy Mayor Ross wanted to know if the decisions take place at the higher level, what areas in the county might be able to assist and should we start a dialogue about this. Vice Mayor Brownrigg thanked the City of Redwood City for this initiative and to have the ability to discuss this matter without pre-judging the process. Vice Mayor Brownrigg inquired what is the current mission or purpose of SBWMA as listed on the agenda, and he would like to hear what that means. Vice Mayor Brownrigg also said that the current Board might need to be informed depending on the recommendations and especially if elected officials should be on the Board, and then pass the baton to the Board for them to decide. Council Member Warden concurred on the need to define the process down the road.

It was asked that Council Member Ira explain the meaning of the Current Mission or Purpose of SBWMA as listed on the agenda. Council Member Ira elaborated on the mission of the SBWMA and what it means. Council Member Ira also spoke about the need for partnerships and how Recology is very supportive of cities and maybe looking at having SBWMA giving back to the communities it serves and evaluates the service levels it provides. Council Member Ira also added that this is a way for multiple jurisdictions to brain storm and share ideas and that all cities are on the same boat and have to deal with the same increases.

Supervisor Groom said that what bothers people is that people have been very compliant and responsive to recycling and composting and then the rates still go up. Ms. Groom said this equation is hard to explain and justify, and in particular, she addressed the area of North Fair Oaks and how this is a more challenged area. Council Member Warden said that the service is good but they don't love the prices. Mayor Benton and Vice Mayor Brownrigg said that it seems like everybody wants to add governance but the opposing point of view should also be heard and considered. Council Member Warden said that it is important to have each city clarify what is it that they want; and, he believes that having staff present is important but on big issues maybe it should go to the City Council. Council Member Warden feels staff should come to City Council and inform it of what is happening.

There was some discussion about the model of sitting elected officials and staff on the same Board side by side. Council Member Warden believes that adding some level of policy control would be important, and he added that each city should "allow" the representation of an elected official but not mandate it. Dr. Bell noted that it would place staff in a peculiar position, serving side by side, with elected officials, and so staff could look at different governance models to have examples to share with this body. Mayor Frisella suggested looking at the Library Joint Powers Authority (JPA) and Council Member Warden concurred. Mayor Benton provided some input on the history of its representation (Finance Director was the representative) and how he feels it is important for elected officials to be represented. Deputy Mayor Ross said that he has heard from staff and the mix and match model might be uncomfortable for staff. Mayor Frisella does not think it should be all elected and maybe it is a different layer that is added. Council Member Ira said that this would be brought back and he believes that maybe it should be all elected officials.

It was confirmed by general consensus that Council Member Ira is the Chair. Council Member Ira introduced Redwood City staff present.

5. **Determine how Task Force would like to proceed:**
 - **Meeting frequency/times/locations**

- **Data and information needed**
Timeline – have recommendations complete by end of Fiscal Year

Dr. Bell committed to coming back, in three weeks, with different models for this task force to review. It was asked that staff identify in its research where the different JPAs impact rate increases area and what type of rate payers. Ms. Dehn suggested that SBSA (South Bayside System Authority) be looked at. It was suggested that a brief description of the JPAs be offered with roles and responsibilities included. Supervisor Groom said that the library JPA does an enormous amount of capital projects and it should be looked at. Council Member Ira said that the hope is to wrap this up in less than a year. He was hoping to have the committee come together with a recommendation and then go back to their cities and get it approved. His hope is that the governance issue should be looked at no later than three months.

It was asked if anyone refused to participate in this taskforce. Council Member Ira said that East Palo Alto did not respond, and Atherton had a meeting tonight. Dr. Bell added that Menlo Park responded and they were trying to participate and get someone here tonight. Council Member Ira said staff will continue to reach out. Mayor Frisella thinks it is important to keep the other jurisdictions informed even if they are not at the table.

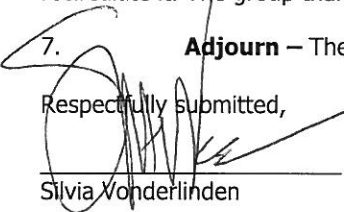
6. **Set Date and Agenda for Next Task Force Meeting**

City Clerk Vonderlinden was asked to send out a tentative date for the next meeting of this group. Certain members expressed a preference to have meetings on Wednesday nights and avoid meetings on Monday and Thursday nights.

The group touched upon the governance issue again and Council Member Ira said that one possibility is recommending to the City Councils that the SBWMA board be all elected officials and then have a technical committee composed of staff. Council Member Ira said that this will depend on what the group decides. Vice Mayor Brownrigg would like to hear from the Executive Director and invite him to the next meeting and share his thoughts on the governance issue. Vice Mayor Brownrigg also suggested looking at a model whereby there is an elected representative and staff is the alternate representative. Vice Mayor Brownrigg would like that if it ends up being a board of elected officials, it holds an occasional session on best practices and learning how other cities handle certain issues. Council Member Warden supports this idea of "cross pollination". It was mentioned that there is a grand jury report regarding this matter and there was a request to recirculate it. The group thanked Council Member Ira and Redwood City staff for its support.

7. **Adjourn** – The meeting adjourned at 6:55 p.m. per general consensus.

Respectfully submitted,



Silvia Vonderlinden

Approved at the SBWMA Blue Ribbon Task force meeting of April 24, 2013 with two abstentions from Menlo Park and San Carlos.

THIS PAGE INTENTIONALLY LEFT BLANK

Draft Summary Minutes

Blue Ribbon Task Force

Wednesday, April 24, 2013

6:00 p.m. – 7:30 p.m.

City Hall
1017 Middlefield Road
Redwood City, CA 94063
Council Chambers – First Floor

Members:

Jeff Ira, Council Member, City of Redwood City - **Present**
Jerry Carlson, Vice Mayor, Town of Atherton - **Present**
Dave Warden, Council Member, City of Belmont - **Present**
Michael Brownrigg, Vice Mayor, City of Burlingame - Absent
Pam Frisella, Mayor, City of Foster City - **Present**
Jess (Jay) Benton, Mayor, Town of Hillsborough - **Present**
~~Ray Muller, Vice Mayor~~ Kirsten Keith, City of Menlo Park - **Present**
~~Bob Grassilli~~ Matt Grocott, Mayor, City of San Carlos - **Present**
Robert Ross, Deputy Mayor, City of San Mateo - **Present**
Carole Groom, County Supervisor, San Mateo County - **Present**
Fran Dehn, Director, West Bay Sanitary District - **Present**

City Staff:

Bob Bell, City Manager - Present
Audrey S. Ramberg, Assistant City Manager - Present
Silvia Vonderlinden, City Clerk – Present

There were other members of the public in the audience.

1. Introduction

Jeff Ira – Chair

Chair Ira called the meeting to order at 6:03 p.m.

2. Public Comments – there was no public comment

NOTE: Speakers are limited to three minutes, unless modified by the Chairperson. The Task Force cannot take action on any matter raised under this item.

Jeff Ira – Chair

3. Approval of Minutes:

Action: Motion/Second to approve the minutes as submitted.

Jeff Ira – Chair

M/S Benton/Frisella to approve the minutes as submitted. **Motion carried with two abstentions from Menlo Park and San Carlos.**

Dr. Bell explained that agenda items 4 and 5 are going to be heard in reverse order.

5. Review and Discuss JPA Governance models and determine what, if an, recommendation the Blue Ribbon Task Force wishes to make to member agencies regarding a change in the South Bayside Waste Management Authority (SBWMA) Board composition

Ms. Ramberg presented the report recapping the research and analysis conducted. She summarized the findings and elaborated on the other models looked at, which had boards that were composed of elected officials, with an operating committee to support it. The operating committee is generally composed of senior staff. She thanked Mr. McCarthy for his collaboration. There was a question if the elected officials on the other boards looked at were appointed from the member agency governing bodies or separately elected, and Ms. Ramberg noted they were appointed.

4. Discussion of Options with SBWMA Executive Director, Kevin McCarthy

Mr. Kevin McCarthy provided a report on the current structure of the SBWMA board how its goal was to have a high level of shared responsibility model. He referred to certain JPA amendments and how in his view the big decisions were to go back to the elected officials. He remarked that the two JPAs on the staff report were not countywide. He pointed out that he is willing to be supportive of this process and looking at changing the governance model.

Ms. Dehn asked about the difference between one franchise agreement and multiple. Mr. McCarthy said he did not have all the historical information and this could be revisited.

There were multiple questions of Mr. McCarthy regarding representation on the Board, and the Chair of the current Board Larry Patterson (San Mateo City Public Works Director) noted this would be a good time to take action if that was the direction of this task force. Mr. Patterson commented that if the intent is to shift, this is a good time to transition to an elected board and change the structure. He believes there is need for support on the technical side. Honorable Carlson talked about the need to get elected officials on the Board and he believes there is interest in pursuing this. Mr. Patterson stated that the institutional knowledge is a very important issue and he pointed to the huge loss when Redwood City Finance Director Brian Ponty left the Board. He noted that in his opinion an operating/technical committee with senior staff makes sense.

Honorable Frisella asked for an organizational chart from SBWMA and Mr. McCarthy provided it. Mr. McCarthy covered the chart in detail. Honorable Ira spoke about the need for a technical committee because that model already exists with South Bayside Systems Authority and is functional. Honorable Keith asked how often they meet and the answer was once a month. Dr. Bell interjected and clarified the types of items on the agenda for the next SBWMA agenda and how these items would normally go before a policy committee composed of elected officials in his experience. Dr. Bell also said that the elected body would need to figure out what their needs are. Honorable Ira thanked Mr. Patterson and Mr. McCarthy for their comments.

Honorable Ross said that it sounds like elected oversight is needed and he would like a technical committee that would report to the policy committee. There was concurrence from Foster City, Belmont and others. He is also willing to look at the issue of one JPA versus various agreement and supports bringing this back to the respective Councils for discussion. Honorable Benton agreed that there is a feeling that elected officials should sit on this board and he feels that this taskforce should provide some guidance on the new authority of this elected board. The question was asked as to how many votes were needed. Mr. McCarthy, from the audience, said that eight votes were needed for this item to pass. There was some discussion if East Palo Alto was going to be represented or not.

Dr. Bell was consulted on the options before the group. He commented that he appreciated Mr. McCarthy's collaboration and he believes this could go one of two ways: 1) send information out to the members here and they would forward to their councils and ask them to decide, but allow the new board to define its role, and option 2) would be the same but instead recommending a definite role for the board. Honorable Frisella said she would vote for option one. Honorable Ira said he wants this task force to vote on a recommendation. Honorable Keith wanted to hear a little bit more about the third option on the staff report, and Dr. Bell elaborated that it pertains to the existence of a technical committee.

Honorable Carlson shared concerns with the transition and Honorable Ira noted that current board members would be of assistance if any issues came up. Mr. McCarthy asked that the new board composition be clearly defined and noted that the current JPA Board will need to send out the amendments to all agency members. Honorable Benton wanted to address the current JPA agreement and look at it on another agenda because he only wants to go to his City Council once.

Honorable Ira asked for a recommendation from this Task force to go to the various City Councils, and submit to them a package of information by the end of July and have them vote on the matter. Dr. Bell clarified that the goal is to have the councils look at the recommendation to change the governance structure to "elected" only, and not try to address other issues at this point. He believes that the new Board of elected officials should decide on the technical committee and the new Board would subsequently decide on additional changes. Dr. Bell reiterated that for now, the only change on the JPA agreement should be to specify "elected" as the composition of the Board. **There was consensus on moving forward with this approach.**

Dr. Bell reiterated that the timeline will be that in late May, early June, Redwood City staff will get the packet to the Task force Members so they can forward to their Councils for action by end of July. Dr. Bell will send a red-lined version of the JPA agreement. Dr. Bell asked if the technical committee should be mentioned on the staff report that Redwood City will prepare and there was concurrence after some discussion. Chair Ira asked Mr. Patterson and Mr. McCarthy to work with our City Manager on the information needed to go out.

M/S Benton (Hillsborough)/Keith (Menlo Park) that each member of the Blue Ribbon Task Force make a recommendation to respective Councils in favor of changing the governance structure of the South Bayside Waste Management Authority (SBWMA) Board so that it is composed of "elected" officials. The motion also includes recommending to the new Board of the SBWMA (via the staff report), that the board shall, as a first order of business, appoint and determine the role and composition of a technical committee. **Motion carried unanimously by the agencies present (Redwood City, Atherton, Belmont, Foster City, Hillsborough, Menlo Park, San Carlos, San Mateo, County of San Mateo and West Bay Sanitary District).**

6. Provide input, as appropriate regarding the process for bringing a recommendation back to the member agencies

All

7. Set Date and Agenda for Next Task Force Meeting

All

There was consensus that there is no next meeting.

8. Adjourn – The meeting adjourned at 7:15 p.m.

Jeff Ira – Chair

Respectfully submitted,

Silvia Vonderlinden,
City Clerk

Dated: May 22, 2013

THIS PAGE INTENTIONALLY LEFT BLANK

First-Second Amended and Restated
Joint Exercise of Powers Agreement
South Bayside Waste Management Authority

This First-Second Amended and Restated Joint Exercise of Powers Agreement is entered into this ___ day of _____ 2013~~05~~, pursuant to the provisions of the Joint Exercise of Powers Act (Title 1, Division 7, Article 1, §6500 et seq. of the California Government Code) relating to the joint exercise of powers among the County of San Mateo and those cities, and towns listed in Exhibit A and B, hereafter collectively called "Agencies."

RECITALS

A. WHEREAS the Agencies heretofore entered into a Joint Exercise of Powers Agreement on December 9, 1999 (the JPA Agreement). The JPA Agreement was first amended on June 4, 2002 to modify the definition of the Fiscal Year. The JPA Agreement was first amended and restated on January 17, 2006 to: 1) Establish the position of Executive Director; 2) Include items that require member agency approval; 3) Clarify member agency staff positions for Board membership; and 4) Have the Board annually select the Chair.

The JPA Agreement was second amended and restated on _____ to modify the composition of the Board of Directors; and

B. WHEREAS the Agencies are responsible for the health and safety of the citizens within their geographic boundaries; and

C. WHEREAS the Agencies regulate Solid Waste, Recyclable Material, and Plant Material Collection in areas under their jurisdiction and award Franchises for Collection to private organization(s), herein called "Collector(s)"; and

D. WHEREAS the Agencies find it in their mutual economic interest to address Solid Waste and Recycling issues on a regional level; and that the costs for planning and implementing Solid Waste and Recycling Programs will be based on a fair and equitable allocation system that considers the relative benefits to each Agency and the additional cost of services provided to each Agency; and

E. WHEREAS the Agencies have used and are committed to owning and using certain regional Facilities located in the City of San Carlos, which are part of the San Mateo County Integrated Waste Management Plan, as approved by the California Integrated Waste Management Board; and

F. WHEREAS the ownership and use of these regional Solid Waste Facilities provides economic benefits to the ratepayers of the Agencies; and

G. WHEREAS the California Integrated Waste Management Act (CIWMA) (California Public Resources Code, §40000 et seq.) requires that the Agencies reduce by fifty (50) percent the amount of Solid Waste they landfill by the end of the year 2000; and

H. WHEREAS the CIWMA requires that the Agencies prepare, adopt, and implement source reduction and recycling elements to meet the fifty (50) percent reduction goal; and

I. WHEREAS the Agencies intend to coordinate their efforts to produce and share Solid Waste, Recyclable Material and Plant Material reports, including program and operational information derived from the operation of regional Facilities, as required by California Public Resources Code, §40000 et seq.; and

J. WHEREAS each Agency has the authority to regulate their Solid Waste, Recyclable Material, and Plant Material stream, including the Collection, Transfer, Transportation, and Processing thereof, and has the authority to establish rates for the conduct of such functions; and

K. WHEREAS Solid Waste from each Agency is landfilled at the Ox Mountain Sanitary Landfill located off State Highway 92, approximately two miles east of Half Moon Bay; and

L. WHEREAS in the absence of a regional Solid Waste Transfer Facility, Solid Waste Collectors would individually have to travel to Ox Mountain to dispose of Solid Waste, which would increase (a) driving distances and times, (b) the size and cost of the Collection vehicles, (c) traffic and congestion on the highways, and (d) the wear and tear on the highways; altogether which would increase the costs to Solid Waste Collection ratepayers; and

M. WHEREAS each Agency has been a member of the South Bayside Waste Management Authority (SBWMA) under a Joint Exercise of Powers Agreement dated December 9, 1999, and has since enjoyed the benefits of such membership, and in accordance with the terms of that agreement has directed its Solid Waste to be Processed at the regional Facility; and

N. WHEREAS modifying the method of Solid Waste, Recyclable Material, and Plant Material Collection, Transfer and Transportation Processing and Disposal could cause disruptions in service to the ratepayers; and

O. WHEREAS California Government Code §6500 et seq. (Joint Exercise of Powers Act) permits two or more public agencies to create joint powers authorities for the purposes cited herein, and permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities; and

P. WHEREAS the Agencies' use of regional Solid Waste, Recyclable Material and Plant Material Collection and Processing Facilities under the SBWMA provides a proven history of economic and environmental benefits to its users; and

Q. WHEREAS the parties to this Agreement wish to continue to possess ownership over these regional Solid Waste Facilities; and

R. WHEREAS each Agency has the individual power to plan, acquire, construct, manage, regulate, operate, and control Facilities and operations for the Collection, Transfer, and Transportation, Processing, and Disposal of Solid Waste, Recyclable Material, and Plant Material generated within its jurisdictional boundaries, as well as to create and issue Franchise agreements for such activities; and

S. WHEREAS the Agencies have issued Revenue Bonds to pay for the purchase of these Facilities in March 2000;

NOW, THEREFORE BE IT RESOLVED that the Agencies do hereby establish the South Bayside Waste Management Authority for the purpose of owning, financing, administering, and operating regional Facilities and for administering rates for Solid Waste and diversion programs and do hereby agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Definitions. Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified in Exhibit C to this Agreement, which is attached hereto and incorporated by reference.

ARTICLE 2. PURPOSE

2.1 Purpose. This Agreement is entered into pursuant to the Act to provide for the exercise of powers as provided therein, and to provide for the joint exercise of certain powers common to the Agencies. The purpose of this Agreement is to provide for the joint ownership, financing, administration, and operation of the Facilities, and for the joint planning, adoption, financing, administration, management, review, monitoring, enforcement, and reporting of Solid Waste, Recyclable Material, and Plant Material Collection activities in the Service Area. By entering this joint powers authority, the Agencies earn economic benefits not realized when using alternate means of Transferring and Transportation Processing of Solid Waste, Recyclable Material and Plant Materials and Disposal of Solid Waste. Further, the establishment of this joint powers authority provides for the economic viability and utilization requirement of the Facilities.

ARTICLE 3. CREATION OF AUTHORITY

3.1 Creation. Pursuant to the Act, the Agencies hereby create and establish a public entity to be known as the “South Bayside Waste Management Authority” (SBWMA).

3.2 Separate Entity. The SBWMA shall be a public entity separate from the Agencies, and separate from the SBTSA.

3.3 Assets, Rights, and Liabilities. The assets, rights, debts, liabilities, and obligations of the SBWMA shall not constitute assets, rights, debts, liabilities, or obligations of any of the Agencies or the SBWMA. However, nothing in this Agreement shall prevent any Agency from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of the SBWMA, provided that both the Board and that Agency approve such contract or assumption.

ARTICLE 4. TERM

4.1 Effective Date. This ~~First~~ Second Amended Agreement shall be dated as of, and become effective on, the date of its execution by the last of the Founding Members (Effective Date).

4.2 Term. This Agreement shall continue at least until December 31, 2019, or such further period of time necessary to repay any revenue bonds issued by the SBWMA, and thereafter shall continue until terminated or dissolved by a vote taken in accordance with Section 10.8 of this Agreement. However, in no event shall the Members vote to terminate or dissolve the SBWMA if its termination or dissolution would conflict with or violate the terms or conditions of any bonds, financial instruments, or related documentation by or on behalf of the SBWMA, including, without limitation, indentures, resolutions, and letter of credit agreements.

ARTICLE 5. BOUNDARIES

5.1 Service Area. The SBWMA shall exercise its powers within its Service Area boundaries, as they may change from time to time. The Service Area shall be the consolidated

boundaries of the Agencies as defined in Exhibit C. If an Agency withdraws from the SBWMA, the boundary of the SBWMA shall be modified to exclude the area of the withdrawing Agency. Such withdrawal and redrawing of boundaries shall not prevent any Facilities from being located outside of the boundary of the SBWMA.

ARTICLE 6. MEMBERSHIP REQUIREMENTS OF SBWMA

6.1 Required Powers. Each Member of the SBWMA must at all times have the following powers:

- a. The authority to grant Solid Waste Collection Franchises.
- b. The authority, commitment, and agreement to direct the flow of Solid Waste, Recycling and Plant Material generated within the Member's respective jurisdiction to those Facilities specified by the SBWMA, except as provided in Sections 2.08 and 2.09 of the Uniform Franchise Agreement, Exhibit D hereto, for a period of time which shall minimally be until December 31, 2019, or such further period of time necessary to repay any revenue bonds issued by the SBWMA .
- c. The authority to set rates sufficient to provide for the financing and operation of the SBWMA Facilities.
- d. The authority, by law, to enter into this Joint Powers Agreement (JPA).

6.2 Founding Members. A Founding Member of the SBWMA shall be one who has joined on the formation of the SBWMA December 9, 1999. Founding Members are listed as such in Exhibit A and B hereto.

6.3 Membership. A Member shall, on joining the SBWMA, elect whether to be an Equity Member or a Non Equity Member.

- a. An Equity Member shall have all of the rights and liabilities of a Member of the SBWMA. An Equity Member shall be a Founding Member who, on joining, elects to be an Equity Member, and shall include a New Member who agrees to pay the equity equalizing fees and payments imposed as a condition of membership. Only an Equity Member shall have the right to vote on any matter before the Board and on any matter to be voted on by a Member except as provided in Section 6.3(b).
- b. A Non Equity Member shall not be required to pay an equity equalizing payment, and shall not have the rights and liabilities of Equity Members, particularly under Section 15 Withdrawal and Section 16 on Termination of the JPA. The Non Equity Member shall, however, direct its flow of Solid Waste, Recyclable Material, and Plant Material to the Facilities subject to the exception in Exhibit D hereto, and comply with the terms of the JPA with respect to the flow of Solid Waste, Recyclable Material, and Plant Material. The Non Equity Member shall be entitled to participate in Board Meetings and activities, and receive all notices and information. However, it shall not be entitled to vote on any matter before the Board, or on any other matter unless the right to vote is expressly provided for the Non Equity Member.
- c. Exhibit A hereto shall designate Equity Members and Exhibit B shall designate Non Equity Members.

6.4 All Members. Equity Members and Non-Equity Members shall, during the term of this Agreement, equally have the right to direct the flow of Solid Waste, Recyclable Material, and Plant Material to the Facilities. With respect to the Uniform Franchise Agreement all Equity and Non-Equity Members shall have the right to participate in Board deliberations and negotiations and to vote on all matters, including rates, that are contained therein.

ARTICLE 7. POWERS

7.1 SBWMA Powers. The SBWMA is authorized, but is in no way required, to act in its own name on any or all of the following matters, as each Member could act separately, and as it deems in the best interest of its Members, to the extent permitted by any and all applicable laws, codes, ordinances, resolutions and regulations:

- a. Acquire, construct, finance, refinance, operate, regulate, and maintain Facilities.
- b. Acquire, improve, hold, lease, and dispose of real and personal property of all types.
- c. Enter into agreements to operate Solid Waste, Recyclable Material, and Plant Material Transfer, Transport and Processing Facilities.
- d. Plan, study, and recommend proper and appropriate Solid Waste Recyclable Material and Plant Material Transfer, Transport and Processing management practices. Research and study issues related to Solid Waste Generation, Collection, Transfer, Processing, Diversion, and Disposal, including but not limited to source reduction, re-use, Recycling, and recovery.
- e. Resolve disputes between the public and any entities providing Solid Waste, Recycling Material, and Plant Material Transfer, Transportation and Processing services.
- f. Plan, design, and implement programs that address CIWMA transfer, processing and diversion requirements.
- g. Educate the public as to Solid Waste, Diversion, and Recycling matters.
- h. Provide for or enter into agreements to provide for financial, engineering, legal, audit, and any other professional services supporting any of the SBWMA's programs including, but not limited to, Solid Waste, Recyclable Material, and Plant Material Transfer, Transport and Processing Facility operations and Disposal. Such agreements can be made with any Person, including any Member.
- i. Apply for, accept, and receive grants, gifts, donations, advances, and contributions.
- j. Hire agents and employees.
- k. Sue and be sued in its' own name.
- l. Incur and discharge debts, liabilities, and obligations.
- m. Issue bonds or notes and associated covenants, for designated purposes, subject to the provisions and limitations of the California Government Code.
- n. Issue and receive loans.
- o. Establish rates and fees at Solid Waste, Recyclable Material, and Plant Material Transfer, Transport and Processing Facilities.

- p. Require Members to pass-through the cost of the SBWMA's operations to the rates assessed on Facility users.
- q. Adopt, as authorized by California law, ordinances and resolutions necessary to carry out the purposes of this Agreement.
- r. Enter into Franchise Agreements for use of the Transfer Station and pay a Franchise fee.
- s. Require Members to direct all of their Solid Waste, Recyclable Materials and Plant Materials generated and Collected by Collectors within their respective boundaries to the Facilities, except as provided in Exhibit D hereto.

7.1.1 The following powers require the approval of two-thirds of the Members as would be required under Article 17 for an amendment to this JPA Agreement:

- a. Acquisition of real property
- b. Disposal or transfer of any interest in real property
- c. Entering into or amending Franchise Agreements for the operation of the Facilities
- d. Issuance of bonds or notes, or the refinance of such bonds or notes.

ARTICLE 8. GOVERNANCE

8.1 Board of Directors. The SBWMA shall be governed and administered by a Board of Directors composed of one Director from each Member. The Board shall exercise all powers and authority on behalf of the SBWMA. Each Member must select its Director or the Director's designee alternate from among the Member agency's elected governing body following positions:

- ~~a. County, District, City, or Town Manager or the equivalent position~~
- ~~b. County, District, City, or Town Assistant Manager or the equivalent position~~
- ~~c. Finance Director or Assistant Finance Director or the equivalent position~~
- ~~d. Public Works Director or Assistant Public Works Director or Environmental Programs Manager or the equivalent position.~~

8.2 Tenure. Each Director shall hold office from the first meeting of the Board after appointment by the Member until his or her successor is selected by the Member.

8.3 Compensation. Directors shall receive no compensation from the SBWMA for serving on the Board. The SBWMA may reimburse Directors for reasonable expenses necessarily incurred on the Board's behalf, with prior approval of the Board.

8.4 Member Mergers. If any Member merges with another public entity, the successor public entity shall have one (1) Director position on the Board.

8.5 Chair. The Board shall annually select a Chair, by a vote taken in accordance with Section 10.8 of this Agreement, who shall serve without compensation at the pleasure of the Board. The duties of the Chair include, but are not limited to the following:

- a. Conducts Board meetings.
- b. Review and set meeting agendas with the Executive Director.
- c. Signs any and all SBWMA official documents.

8.6 Vice Chair. The Board shall annually select a Vice Chair, by a vote taken in accordance with Section 10.8 of this Agreement, who serves without compensation at the pleasure of the Board. The Vice Chair shall act in the absence of the Chair, with full powers of the Chair.

8.7 Finance Director. The Board shall select, by a vote taken in accordance with Section 10.8 of this Agreement, a Finance Director from one of the Members to be Finance Director for the SBWMA, who serves at the pleasure of the Board. The duties of the Finance Director include, but are not limited to the following, all in accordance with prudent financial management and California law, including but not limited to California Government Code §6505 et seq.:

- a. Reports to the Chair on any and all SBWMA financial matters.
- b. Serves as the SBWMA's treasurer and controller.
- c. Receives and accounts for any and all SBWMA revenues.
- d. Makes any and all SBWMA investments using sound and prudent investment practices.
- e. Disburses and accounts for any and all SBWMA funds.
- f. Issues or causes to be issued all Revenue Bond payments, according to the payment schedule as part of the Revenue Bonds.
- g. Maintains any and all reserves, as may be required by the Revenue Bonds or any other instruments.
- h. Prepares, within one hundred twenty (120) days after the close of each Fiscal Year, an annual financial report reflecting SBWMA financial activity, including activity associated with the operations of the Facilities, whether such operation is performed by the SBWMA directly or is contracted.
- i. Prepares other financial statements and reports for the SBWMA, as needed.
- j. Causes the annual financial report to be audited by an independent Certified Public Accountant (CPA) currently licensed to practice in the State of California.
- k. Presents the audit report, including the associated management letter, to the Board at the first scheduled Board meeting subsequent to the release of the audit report.

8.8 Other Officers. The Board may create or eliminate other officers not specifically mentioned in Sections 8.5–8.7 of this Agreement from time to time, as the Board deems necessary, upon majority vote. Such officers shall serve without compensation.

8.9 Employee Status. None of the officers, agents, or employees employed or hired by the SBWMA shall by reason thereof become officers, agents, or employees of any Member. The SBWMA may contract with any Member for any services, upon a vote in accordance with Section 10.8 of this Agreement; however, none of the Persons whose services are supplied by a Member shall by reason thereof become an employee of the SBWMA.

8.10 Executive Director. The position of Executive Director is created. The Executive Director is appointed by the Board and serves at the will of the Board. The duties of the Executive director include, but are not limited to the following:

- a. Administers any and all meeting agendas, including compliance with noticing requirements and meeting locations, as provided under California Government Code §54950-54962 (Brown Act).
- b. Causes accurate minutes and records to be taken of all meetings in accordance with California law, including but not limited to California Government Code §54957.2 et seq.

- c. Has authority to appoint, remove, promote, demote, supervise, and determine compensation of any and all SBWMA employees in accordance with Board approved salary ranges.
- d. Manages any and all SBWMA contracts or agreements, including but not limited to, the Facilities operating agreement.
- e. Approves any and all SBWMA payments in conformance with Board approved appropriations.
- f. Attends all Board meetings.
- g. Prepares and submits to the Board an annual budget.
- h. Performs such other duties as the Board shall require.

8.10.1 The Executive Director shall be bonded with a corporate surety to be approved by the Board.

8.10.2 The Executive Director shall receive such compensation as the Board shall from time to time determine.

ARTICLE 9. VACANCIES

9.1 Director Vacancies. Should a vacancy occur on the Board due to the separation from service by a Director from a Member, the person who is acting in the capacity of the former Director with the Member shall temporarily assume the duties of the former Director until such time as the Member appoints a permanent Director. Such temporary Director shall have the full powers and authority of a permanent Director.

9.2 Officer Vacancies. Should a vacancy occur among any officer authorized in Article 8 of this Agreement, the Board shall elect a new officer at its next scheduled Board meeting.

ARTICLE 10. MEETINGS

10.1 Regular Meetings. The Board shall schedule by Resolution regular monthly meetings during each Fiscal Year.

10.2 Special Meetings. Special meetings of the Board may be called in accordance with provisions of the California Government Code §54956.

10.3 Notice of Meetings. All meetings of the Board shall be held subject to the provisions of California Government Code §54950-54962 (Brown Act) and other applicable laws of the State of California.

10.4 Meeting Location. All meetings of the Board must be held within the Service Area at a location determined by the Chair, except that the Board may hold a special meeting outside the Service Area upon an affirmative vote in accordance with Section 10.8 of this Agreement.

10.5 Minutes. The Chair shall cause the taking and keeping of minutes of all Board meetings. Promptly after each meeting, the Chair shall cause a copy of the minutes to be forwarded to each Director, either electronically or in paper form.

10.6 Quorum. A majority of the Directors shall constitute a quorum for the transaction of business of the Board, except that Directors constituting less than a quorum may adjourn any meeting.

10.7 Voting Rights. Each Member is entitled to cast one vote on any matter presented to the Board for a vote.

10.8 Voting Requirement. The vote of two thirds (2/3) of the Directors present shall constitute the act of the Board, unless otherwise provided in this Agreement.

10.9 Conduct of Meetings. Meetings of the Board shall be conducted by the Chair, or in the Chair's absence by the Vice Chair. In the absence of both the Chair and the Vice Chair, meetings shall be conducted by the Director in attendance who represents the largest Member, by population.

ARTICLE 11. BYLAWS

11.1 Bylaws. The Board from time to time may adopt and amend bylaws for the conduct of its affairs, provided that they are consistent with this Agreement and are necessary and appropriate in order to carry out the SBWMA's purpose.

ARTICLE 12. FUNDING

12.1 Debts and Liabilities. The SBWMA's debts, liabilities, and obligations shall not be debts, liabilities, or obligations of any of the Members, and each Member's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the Members hereto may agree.

12.2 SBWMA Activities. Unless otherwise authorized by the Board, all costs associated with SBWMA activities shall be paid by the Facilities' users. The SBWMA shall be solely responsible for determining the amount of any charge to recover these pass-through costs. The Members hereby agree to pass any such charge as approved by the SBWMA, to users as part of the Solid Waste, Recyclable Material, and Plant Material and Transfer and Transport and Processing rate, without reduction, limitation, offset, or adjustment of any kind.

12.3 SBWMA Records and Accounts. The Finance Director shall maintain accurate and correct books of account showing in detail revenues and expenditures, together with supporting documentation including, but not limited to, receipts, invoices, and vouchers for SBWMA financial transactions.

12.4 Facilities Records and Accounts. The Finance Director shall maintain or cause to be maintained accurate and correct books of account of the Facilities' operations showing in detail revenues and expenditures, together with supporting documentation including, but not limited to, receipts, invoices, and vouchers.

12.5 Revenue Bond Payments. The revenue stream pledged to the Revenue Bonds may in no way be used for any purpose other than to make payment on the indebtedness associated with those bonds. Such revenues are not in any way considered revenues to the Agencies, and may not be used for any other purpose unless and until such Revenue Bonds are defeased or repaid in full.

12.6 Franchise Fee Payments. Monthly, SBWMA shall distribute to the City of San Carlos, from funds received from Contractor, one twelfth (1/12th) of the annual franchise fee agreed to by the SBWMA and the City of San Carlos for the operation of the Facilities.

12.7 Priority of Distribution of Funds Received by SBWMA. Monthly, the SBWMA shall receive funds from the Contractor of the Facilities under Section 6.04 of the Agreement for the Operation of the South Bayside Waste Management Authority's Transfer Station and Recyclery. The SBWMA shall distribute the funds received in accordance with the following priority:

- a. Debt Service Payments.
- b. Contributions to Reserves.

- c. Management Costs.
- d. Payment of Franchise Fees to the City of San Carlos.
- e. Such other distribution as authorized by the Board.

ARTICLE 13. SBWMA ADMINISTRATION POWERS

13.1 Assertion of Authority. The Members shall not engage in any action that would duplicate, circumvent, by-pass, or supersede the SBWMA's powers, as expressed in this Agreement.

13.2 Facility Operator. The Members agree that the SBWMA shall have sole authority to operate or contract for the operation of the Facilities, and have sole authority to direct the delivery of all or a portion of each Member's Solid Waste, Recyclable Material, and Plant Material to the Facilities, except as provided in Exhibit D hereto. No Member shall take any action in any manner, inconsistent with the terms of this Agreement.

13.3 Operating Records. The SBWMA will cause the Facilities' Contractor to maintain accurate, timely, and complete records of operations at the Facilities, as necessary to comply with any CIWMA or other State requirements, or this Agreement.

13.4 Operations Reporting. The SBWMA shall cause the Facilities' Contractor to compile information and report on any of its Facilities operations, in accordance with the CIWMA and this Agreement.

13.5 Solid Waste Reporting. The SBWMA shall cause the Facilities' Contractor to compile and report to the CIWMA and other State of California agencies data on Solid Waste accepted at the Facilities, all on behalf of the Members.

13.6 Require Compliance with Laws. The SBWMA shall require the Facilities Contractor to operate said Facilities in compliance with all Federal, State, and local laws, Environmental Laws, guidelines, and regulations, as may exist, or as may exist from time to time.

13.7 Bond Payment Review. The SBWMA shall at least annually review the Revenue Bond payment history and payment projections to the end of bond repayment.

13.8 Bond Management. The SBWMA shall periodically consider defeasing the Revenue Bonds and refinancing any existing debt to the economic benefit of the Members, as market conditions allow.

13.9 Bond Reserves. The SBWMA shall maintain at least the minimum reserve fund requirements specified in the Revenue Bond covenants.

13.10 Asset Reserves. The SBWMA shall establish and maintain an asset replacement reserve fund at a level at least adequate to finance appropriate and ordinary asset replacement at the Facilities.

13.11 Annual Inspection. At least annually, the SBWMA shall inspect or cause to be inspected by a qualified and licensed civil engineer all of its Facilities, including all property, land, equipment, and other items owned by the SBWMA.

13.12 Attributing Solid Waste. The SBWMA shall establish a fair and equitable method of attributing Solid Waste, Recyclable Materials, and Plant Materials to the Members that are delivered to the Facilities.

13.13 Miscellaneous. The SBWMA may operate programs, conduct analyses, and perform studies from time to time, all in support of the purposes under this Agreement, as the Board so approves.

13.14 Member Cooperation. Members agree to cooperate in the accumulation of information supporting goals approved by the Board, as provided in this Agreement.

ARTICLE 14. PENALTIES

14.1 Apportionment of Penalties. Any penalties assessed by regulatory authorities against the SBWMA shall be paid by the SBWMA.

ARTICLE 15. WITHDRAWAL FROM SBWMA

15.1 Withdrawal Conditions. A Member may not withdraw from the SBWMA unless and until that Member achieves the following:

- a. The liquidation in full of its proportion of any and all existing debts, obligations, and liabilities incurred, earned, or expected to be earned by the date of withdrawal, including but not limited to the Revenue Bonds, as determined by the Board.
- b. The provision to the SBWMA of a written notice of intent to withdraw from the SBWMA at least six (6) months prior to the end of the current Rate Year, specifying the date on which the Member intends to withdraw.
- c. The approval of such withdrawal by a 4/5 affirmative vote of Equity Members.

ARTICLE 16. TERMINATION

16.1 Termination Requirements. This Agreement may only be terminated by consent of all Equity Members, and upon full and complete liquidation of all liabilities, including, but not limited to, the Revenue Bonds. Upon the date of termination (hereinafter "Termination Date"), payment of any and all obligations and division of any and all assets of the SBWMA shall be conducted subject to the then-applicable requirements of the law (currently California Government Code §6511 et seq.), pursuant to the following:

- a. In the event of termination of the SBWMA where there is a successor public entity that will conduct all of the activities of the SBWMA and will assume all of its obligations, any and all SBWMA assets and liabilities remaining upon termination of the SBWMA shall be transferred to the successor public agency.
- b. If there is no successor public agency that would conduct the SBWMA's activities, all assets and liabilities shall be apportioned to each Member in proportion to the contribution of each current Member's ratepayers' total contribution during the Term of this Agreement. A reference to ratepayers' contribution means payment of Collection fees under each jurisdiction's respective Uniform Franchise Agreement.
- c. If there is a successor public agency that would conduct some of the SBWMA's activities, then the Board shall allocate the SBWMA's assets and liabilities between the successor public agency and the Members. In this case, the Members' portion of the allocation shall be allocated based on Section 16.1(b).

- d. In the event the SBWMA is terminated under circumstances falling within (b) or (c) above, all decisions of the Board with regard to determinations of amounts to be transferred to the Members or any successor shall be final.
- e. The obligations of the SBWMA terminate on the Termination Date, and each Member shall pay all amounts owed to the SBWMA prior to that date. In the event of default by a Member with regard to payment of amounts due, the obligation to pay all sums due to the SBWMA shall survive and remain in full force after the Termination Date.
- f. By unanimous agreement of Equity Members, Equity Members may dispose of, divide, distribute, or return assets on a basis different from that established in this Section 16.1.

ARTICLE 17. AMENDMENTS

17.1 Amendment Requirements. Subject to all legal obligations of the SBWMA, this Agreement may be amended by one or more supplemental agreements executed by a vote of two thirds (2/3) of all Equity and Non-Equity Members of the SBWMA.

17.2 Signature Requirements. Signatures shall not be required on any effective amendment by those Members, if any, whose Directors did not approve the amendment; however, such Members shall nonetheless be bound by the amendment as if it were approved by all Members.

ARTICLE 18. FILINGS

18.1 Filing with Secretary of State. The Chair shall cause to be filed all required notices with the California Secretary of State, in accordance with California Government Codes §6503.5 and 53051.

ARTICLE 19. NOTICES

19.1 Notices to Agencies. All notices to the Agencies shall be deemed to have been given to the Agencies when mailed, postage prepaid by United States mail, or when hand delivered to the governing body of each Agency during usual business hours at the principal office, or to the person apparently in charge of that office.

19.2 Notices to SBWMA. All notices to the SBWMA shall be deemed to have been given to the SBWMA when mailed, postage prepaid by United States mail, or when hand delivered to each of the Chair, Vice Chair, and Finance Director of the SBWMA during usual business hours at the principal office, or to the Person apparently in charge of that office.

ARTICLE 20. SUCCESSORS AND ASSIGNMENTS

20.1 Assignments. This Agreement shall be binding upon and shall inure to the benefit of the successors of any Member. No Member may assign any right or obligation hereunder without the written consent of all other Members.

ARTICLE 21. SEVERABILITY

21.1 Severability. If any provision of this Agreement or its application to any Person or circumstances is held invalid or illegal by a final judgment of a court of law in the State of

California, the remainder of this Agreement and the application of the provision to other Persons or circumstances shall not be affected.

ARTICLE 22. ARTICLE HEADINGS

22.1 Headings. All section headings contained in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any provision of this Agreement.

THEREFORE THE AGENCIES LISTED IN EXHIBITS A AND B HERETO AND EXECUTING THIS AGREEMENT BY SIGNING EITHER AS AN EQUITY MEMBER IN EXHIBIT A OR NON EQUITY MEMBER IN EXHIBIT B HEREBY ENTER INTO THIS AGREEMENT.

**EXHIBIT A
EQUITY MEMBERS**

TOWN OF ATHERTON

BY:
TITLE:

CITY OF BURLINGAME

BY:
TITLE:

CITY OF FOSTER CITY

BY:
TITLE:

CITY OF MENLO PARK

BY:
TITLE:

CITY OF SAN CARLOS

BY:
TITLE:

WEST BAY SANITARY DISTRICT

BY:
TITLE:

CITY OF BELMONT

BY:
TITLE:

CITY OF EAST PALO ALTO

BY:
TITLE:

TOWN OF HILLSBOROUGH

BY:
TITLE:

CITY OF REDWOOD CITY

BY:
TITLE:

CITY OF SAN MATEO

BY:
TITLE:

COUNTY OF SAN MATEO

BY:
TITLE:

EXHIBIT B
NON EQUITY MEMBERS

NONE

EXHIBIT C
DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified below in this Exhibit C.

Act

“Act” means the California Joint Exercise of Powers Act (California Government Code §6500 et. seq.).

Agency/Agencies

“Agency/Agencies” means the public entities which are or have been Members of the SBTSA and/or the SBWMA.

Agreement

“Agreement” means this joint exercise of powers agreement, as it may be amended from time to time.

Board

“Board” means the governing Board of Directors of the SBWMA, comprising one Director from each of the Members, as described in Article 8 of this Agreement.

Chair

“Chair” means the SBWMA Chair of the Board, as described in Section 8.5 of this Agreement.

CIWMA

“CIWMA” means the California Integrated Waste Management Act of 1989 (California Public Resources Code, §40000 et seq.), and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

CIWMA Board

“CIWMA” means the California Integrated Waste Management Board, created under the provisions of the CIWMA, whose duties include implementing the CIWMA.

Collect/Collection

“Collect/Collection” means to take physical possession, transport and remove Solid Waste, Recyclable Materials, and Plant Materials within and from the Service Area.

Collector

“Collector” means a private organization which holds a franchise from an Agency for Solid Waste Collection.

Contractor

“Contractor” shall mean the entity the SBWMA contracts with to operate the Facilities.

County

“County” means the County of San Mateo, California.

Director

“Director” means the appointed representative from each Member who serves on the governing Board of Directors.

Disposal

“Disposal” means the ultimate disposition of Solid Waste received by Collector at a landfill in Full Regulatory Compliance.

Diversion

“Diversion” means the separation of materials from the overall Solid Waste stream and whose disposition is for reuse or Recycling and not landfill disposal.

Effective Date

“Effective Date” means the effective date of this Agreement, which is December 9, 1999, as provided in Section 4.1.

Environmental Laws

“Environmental Laws” means all federal and state statutes; and all county, local, and Agency ordinances concerning public health, safety, and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances Control Act, 15 USC §1601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the California Toxic Substances Control Act, California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; the California Integrated Waste Management Act, California Public Resources Code §40000 et seq., as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

Executive Director

“Executive Director” means the person appointed by the Board as the executive officer and director of the SBWMA.

Facility/Facilities

“Facility/Facilities” means any plant or site, existing or planned, owned or leased, and constructed, maintained, operated, or used for purposes of performing under this Agreement. As of the Effective Date, the Facilities are: the San Carlos Transfer Station and the San Mateo Recyclery, located at 225, 229, and 333 Shoreway Road, in San Carlos, California.

Fiscal Year

“Fiscal Year” means the period commencing on each July 1 and ending on the following June 30.

Founding Member

“Founding Member” means any one of the public entities listed in Exhibit A and B attached hereto.

Franchise

“Franchise” means the special right granted by the Agencies to operate a public utility for Solid Waste Collection and Processing services within the Service Area.

Full Regulatory Compliance

“Full Regulatory Compliance” means compliance with all applicable permits for a Facility such that the Contractor will at all times maintain the ability to fully comply with its obligations under this Agreement.

Legislation

“Legislation” means any code, ordinance, resolution, or any other forms or enactment of the Agencies or any Member which now exists or which may hereafter be adopted which constitutes law or regulation.

Member

“Member” means any one of the public entities listed in Exhibit A (Equity Members) or Exhibit B (Non Equity Members) attached hereto, and any public entity that becomes a New Member in accordance with Section 6.3 of this Agreement.

Person

“Person” means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, special purpose district, town, city, county, state, or the United States.

Plant Materials

“Plant Materials” means a subset of Recyclable Materials consisting of grass cuttings, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees (not more than six [6] inches in diameter), and similar organic materials generated at residential commercial, industrial and institutional properties within the Service Area, separated and set out for Collection, processing, and Recycling. Plant Materials does not include materials not normally produced from gardens or landscapes, such as, but not limited to, palm fronds, brick, rock, gravel, large quantities of dirt, concrete, sod, non-organic wastes and oil. Diseased plants and trees are also excluded from Plant Materials.

Process/Processing

“Process/Processing” means the Recycling, reuse, reformation, reconstituting, or otherwise manipulation of Solid Waste in preparation for its ultimate use or disposal.

Rate Year

“Rate Year” means the period commencing on January 1 and ending on the following December 31.

Recyclable Materials

“Recyclable Materials” means discarded materials that are re-used, re-manufactured or processed.

Recycling

“Recycling” means the process of collecting, sorting, cleansing, treating and reconstituting discarded materials which meet the quality standards necessary to be re-used, re-manufactured or processed. The Collection, transportation or disposal of Solid Waste not intended for, or capable of, reuse is not Recycling.

Revenue Bonds

“Revenue Bonds” means those certain revenue bonds titled “South Bayside Waste Management Authority (San Mateo County, California) Solid Waste System Revenue Bonds, Series 2000,” and issued in the amount of \$20,090,000 on March 1, 2000.

SBWMA

“SBWMA” means the South Bayside Waste Management Authority, a joint powers authority created under Government Code §6500 et seq. by this Agreement.

SBTSA

“SBTSA” means the South Bayside Transfer Station Authority, a joint powers authority created in 1982.

Service Area

“Service Area” means the collective territory within, and, if applicable, outside the Member’s boundaries with respect to which the Member exercises franchising authority for the Collection of Solid Waste, Recyclable Materials, and Plant Materials which territory is shown on a map on file in the office of the Chair, to which reference is hereby made for the description of said area.

Solid Waste

“Solid Waste” means all putrescible and nonputrescible solid, semisolid, and liquid wastes, as defined in California Public Resources Code §40191, as that section may be amended from time to time. For the purposes of this Agreement, “Solid Waste” does not include abandoned vehicles and parts thereof, Hazardous Waste or low-level radioactive waste, medical waste, Recyclable Materials, or Plant Materials.

Term

“Term” means the period of time specified in Article 4 of this Agreement.

Transfer

“Transfer” means the process of transferring Solid Waste from collection vehicles to transfer vehicles.

Transport

“Transport” means the transportation of Solid Waste in either collection or transfer vehicles.

Uniform Franchise Agreement

“Uniform Franchise Agreement” means the franchise agreement negotiated by the SBWMA with BFI Waste Systems of North America, Inc. or its successor, for the Collection of Solid Waste, Recyclable Materials, and Plant Materials in each Agency, as amended.

Exhibit D

Exceptions to the SBWMA power to direct Members' Solid Waste, Recyclable Materials, and Plant Materials to the Facilities.

The following sections are excerpts from the Uniform Collection Agreement adopted by SBWMA member entities and details the exceptions to the SBWMA's power to direct Members' Solid Waste, Recyclable Materials, and Plant Materials to the Facilities:

2.07 Scope of Franchise. Subject to Section 2.08, the Franchise granted to Contractor shall be exclusive for all Solid Waste, residential Recyclable Materials and residential Plant Materials generated in the Service Area, except where otherwise precluded by Federal, State and local laws and regulations or where other current programs provide for Collection and handling of Household Hazardous Waste.

2.08 Limitations to Scope. The Agreement for the Collection, transportation, processing, and Disposal of Solid Waste, residential Recyclable Materials, and residential Plant Materials granted to Contractor shall be exclusive except as to the following materials listed in this Section. The award of this Agreement shall not preclude the categories of Solid Waste, Recyclable Materials and Plant Materials listed below from being delivered to and Collected and transported by others provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from Agency which is otherwise required by law:

- a. Other recyclers shall maintain the right to charge a fee, to Collect without a fee, to accept donated Recyclable Materials and to pay the service recipient for Recyclable Materials for the Collection of Source Separated Recyclable Materials and Plant Materials from commercial, industrial, multi-family and institutional generators located in the Service Area. For the purposes of this Agreement, Source Separated loads are loads that consist of less than 10% by weight or volume of Solid Waste, whichever is less. It will be the responsibility of Contractor to provide enforcement of this provision. If Contractor can document that other recyclers are servicing Collection Containers that contain less than 90% Source Separated Recyclable Materials or Plant Materials, it shall report the location and the name of the recycler to the Agency and the SBWMA, along with Contractor's evidence of the violation of the exclusiveness of this Agreement.
- b. Solid Waste, Recyclable Materials, and Plant Materials, which are removed from any Premises by the Waste Generator, and which are transported personally by the Owner or occupant of such Premises (or by his or her employees or a contractor whose removal of the Solid Waste, Recyclable Materials and/or Plant Materials are incidental to the service being performed.

- c. Recyclable Materials and Plant Materials which are Source Separated at any Premises by the Waste Generator and donated to youth, civic, or charitable organizations;
- d. Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et. seq. California Public Resources Code;
- e. Plant Materials removed from a Premises by a gardening, landscaping, or tree trimming contractor as an incidental part of a total service offered by that contractor rather than as a hauling service and for no additional or separate fee;
- f. Non-putrescible Waste from roll-off/debris boxes;
- g. Animal waste and remains from slaughterhouse or butcher shops for use as tallow;
- h. By-products of sewage treatment, including sludge, sludge ash, grit and screenings; and,
- i. Hazardous Waste and Designated Waste regardless of its source.

This grant to Contractor of an exclusive right and privilege to Collect, transport, or process and dispose of Solid Waste, certain residential Recyclable Materials, and certain residential Plant Materials shall be interpreted to be consistent with state and federal laws, now and during the term of the Agreement, and the scope of this exclusive right shall be limited by applicable state and federal laws with regard to the matters contained in this Agreement. In the event that future interpretations of current law or new laws, regulations, interpretations or trends limit the ability of Agency to lawfully provide for the scope of services as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully provided and that Agency shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact to other services being provided as much as possible.

2.09 Additional Services and Modifications to Service.

2.09.1 General. Agency may direct Contractor to perform additional services (including new diversion programs, billing services, etc.) or modify the manner in which it performs existing services. Pilot programs and innovative services which may entail new Collection methods, targeted routing, different kinds of services and/or new requirements for Waste Generators are included among the kinds of changes which Agency may direct. Contractor shall be entitled to an adjustment in its compensation in accordance with Article 6 for providing such additional or modified services.

2.09.2 New Diversion Programs. Contractor shall present, within 30 days of a request to do so by Agency, a proposal to provide additional or expanded diversion services. At a minimum, the proposal shall contain a complete description of the following:

- a. Collection methodology to be employed (equipment, manpower, etc.).

- b. Equipment to be utilized (vehicle number, types, capacity, age, etc.).
- c. Labor requirements (number of employees by classification).
- d. Type of materials containers to be utilized.
- e. Provision for program publicity/education/marketing.
- f. Estimate of the tonnage to be diverted and the methodology for determining that diverted tonnage.
- g. Five-year projection of the financial results of the program's operations in a balance sheet and operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

2.09.3 Agency's Right to Permit Others to Provide Services. Contractor acknowledges and agrees that Agency may permit other Persons besides Contractor to provide additional Solid Waste services not otherwise contemplated under Section 2.07 and 2.08 of this Agreement. If Contractor and Agency cannot agree on terms and conditions of such services in one hundred twenty (120) days from the date when Agency first requests a proposal from Contractor to perform such services, Contractor acknowledges and agrees that Agency may permit Persons other than Contractor to provide such services.

THIS PAGE INTENTIONALLY LEFT BLANK

Alternate Proposal - First-Second Amended and Restated
Joint Exercise of Powers Agreement
South Bayside Waste Management Authority

This ~~First~~ Second Amended and Restated Joint Exercise of Powers Agreement is entered into this day of _____, 2013 ~~05~~, pursuant to the provisions of the Joint Exercise of Powers Act (Title 1, Division 7, Article 1, §6500 et seq. of the California Government Code) relating to the joint exercise of powers among the County of San Mateo and those cities, and towns listed in Exhibit A and B, hereafter collectively called "Agencies."

Recitals

A. **WHEREAS** the Agencies heretofore entered into a Joint Exercise of Powers Agreement on December 9, 1999 (the JPA Agreement). The JPA Agreement was first amended on June 4, 2002 to modify the definition of the Fiscal Year. The JPA Agreement was first amended and restated on January 17, 2006 to: 1) Establish the position of Executive Director; 2) Include items that require member agency approval; 3) Clarify member agency staff positions for Board membership; and 4) Have the Board annually select the Chair.

The JPA Agreement was second amended and restated on _____, 2013 to 1) modify the composition of the Board of Directors, 2) establish a Code of Conduct for the Board of Directors, 3) establish a Technical Advisory Committee and 4) establish January 1, 2014 as the effective date of these amendments; and

B. **WHEREAS** the Agencies are responsible for the health and safety of the citizens within their geographic boundaries; and

C. **WHEREAS** the Agencies regulate Solid Waste, Recyclable Material, and Plant Material Collection in areas under their jurisdiction and award Franchises for Collection to private organization(s), herein called "Collector(s)"; and

D. **WHEREAS** the Agencies find it in their mutual economic interest to address Solid Waste and Recycling issues on a regional level; and that the costs for planning and implementing Solid Waste and Recycling Programs will be based on a fair and equitable allocation system that considers the relative benefits to each Agency and the additional cost of services provided to each Agency; and

E. **WHEREAS** the Agencies have used and are committed to owning and using certain regional Facilities located in the City of San Carlos, which are part of the San Mateo County Integrated Waste Management Plan, as approved by the California Integrated Waste Management Board; and

F. **WHEREAS** the ownership and use of these regional Solid Waste Facilities provides economic benefits to the ratepayers of the Agencies; and

G. **WHEREAS** the California Integrated Waste Management Act (CIWMA) (California Public Resources Code, §40000 et seq.) requires that the Agencies reduce by fifty (50) percent the amount of Solid Waste they landfill by the end of the year 2000; and

H. **WHEREAS** the CIWMA requires that the Agencies prepare, adopt, and implement source reduction and recycling elements to meet the fifty (50) percent reduction goal; and

I. **WHEREAS** the Agencies intend to coordinate their efforts to produce and share Solid Waste, Recyclable Material and Plant Material reports, including program and operational information derived from the operation of regional Facilities, as required by California Public Resources Code, §40000 et seq.; and

J. **WHEREAS** each Agency has the authority to regulate their Solid Waste, Recyclable Material, and Plant Material stream, including the Collection, Transfer, Transportation, and Processing thereof, and has the authority to establish rates for the conduct of such functions; and

K. **WHEREAS** Solid Waste from each Agency is landfilled at the Ox Mountain Sanitary Landfill located off State Highway 92, approximately two miles east of Half Moon Bay; and

L. **WHEREAS** in the absence of a regional Solid Waste Transfer Facility, Solid Waste Collectors would individually have to travel to Ox Mountain to dispose of Solid Waste, which would increase (a) driving distances and times, (b) the size and cost of the Collection vehicles, (c) traffic and congestion on the highways, and (d) the wear and tear on the highways; altogether which would increase the costs to Solid Waste Collection ratepayers; and

M. **WHEREAS** each Agency has been a member of the South Bayside Waste Management Authority (SBWMA) under a Joint Exercise of Powers Agreement dated December 9, 1999, and has since enjoyed the benefits of such membership, and in accordance with the terms of that agreement has directed its Solid Waste to be Processed at the regional Facility; and

N. **WHEREAS** modifying the method of Solid Waste, Recyclable Material, and Plant Material Collection, Transfer and Transportation Processing and Disposal could cause disruptions in service to the ratepayers; and

O. **WHEREAS** California Government Code §6500 et seq. (Joint Exercise of Powers Act) permits two or more public agencies to create joint powers authorities for the purposes cited herein, and permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities; and

P. **WHEREAS** the Agencies' use of regional Solid Waste, Recyclable Material and Plant Material Collection and Processing Facilities under the SBWMA provides a proven history of economic and environmental benefits to its users; and

Q. **WHEREAS** the parties to this Agreement wish to continue to possess ownership over these regional Solid Waste Facilities; and

R. **WHEREAS** each Agency has the individual power to plan, acquire, construct, manage, regulate, operate, and control Facilities and operations for the Collection, Transfer, and Transportation, Processing, and Disposal of Solid Waste, Recyclable Material, and Plant Material generated within its jurisdictional boundaries, as well as to create and issue Franchise agreements for such activities; and

S. **WHEREAS** the Agencies have issued Revenue Bonds to pay for the purchase of these Facilities in March 2000;

NOW, THEREFORE BE IT RESOLVED that the Agencies do hereby establish the South Bayside Waste Management Authority for the purpose of owning, financing, administering, and operating regional Facilities and for administering rates for Solid Waste and diversion programs and do hereby agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Definitions. Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified in Exhibit C to this Agreement, which is attached hereto and incorporated by reference.

ARTICLE 2. PURPOSE

2.1 Purpose. This Agreement is entered into pursuant to the Act to provide for the exercise of powers as provided therein, and to provide for the joint exercise of certain powers common to the Agencies. The purpose of this Agreement is to provide for the joint ownership, financing, administration, and operation of the Facilities, and for the joint planning, adoption, financing, administration, management, review, monitoring, enforcement, and reporting of Solid Waste, Recyclable Material, and Plant Material Collection activities in the Service Area. By entering this joint powers authority, the Agencies earn economic benefits not realized when using alternate means of Transferring and Transportation Processing of Solid Waste, Recyclable Material and Plant Materials and Disposal of Solid Waste. Further, the establishment of this joint powers authority provides for the economic viability and utilization requirement of the Facilities.

ARTICLE 3. CREATION OF AUTHORITY

3.1 Creation. Pursuant to the Act, the Agencies hereby create and establish a public entity to be known as the “South Bayside Waste Management Authority” (SBWMA).

3.2 Separate Entity. The SBWMA shall be a public entity separate from the Agencies, and separate from the SBTSA.

3.3 Assets, Rights, and Liabilities. The assets, rights, debts, liabilities, and obligations of the SBWMA shall not constitute assets, rights, debts, liabilities, or obligations of any of the Agencies or the SBWMA. However, nothing in this Agreement shall prevent any Agency from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of the SBWMA, provided that both the Board and that Agency approve such contract or assumption.

ARTICLE 4. TERM

4.1 Effective Date. This ~~First~~ Second Amended Agreement shall be dated as of, and become effective on January 1, 2014 if it is adopted and executed by eight (8) or more of the ~~the date of its execution by the last of the~~ Founding Members (Effective Date).

4.2 Term. This Agreement shall continue at least until December 31, 2019, or such further period of time necessary to repay any revenue bonds issued by the SBWMA, and thereafter shall continue until terminated or dissolved by a vote taken in accordance with Section **10.8** of this Agreement. However, in no event shall the Members vote to terminate or dissolve the SBWMA if its termination or dissolution would conflict with or violate the terms or conditions of any bonds, financial instruments, or related documentation by or on behalf of the SBWMA, including, without limitation, indentures, resolutions, and letter of credit agreements.

ARTICLE 5. BOUNDARIES

5.1 Service Area. The SBWMA shall exercise its powers within its Service Area boundaries, as they may change from time to time. The Service Area shall be the consolidated

boundaries of the Agencies as defined in Exhibit C. If an Agency withdraws from the SBWMA, the boundary of the SBWMA shall be modified to exclude the area of the withdrawing Agency. Such withdrawal and redrawing of boundaries shall not prevent any Facilities from being located outside of the boundary of the SBWMA.

ARTICLE 6. MEMBERSHIP REQUIREMENTS OF SBWMA

6.1 Required Powers. Each Member of the SBWMA must at all times have the following powers:

- a.** The authority to grant Solid Waste Collection Franchises.
- b.** The authority, commitment, and agreement to direct the flow of Solid Waste, Recycling and Plant Material generated within the Member's respective jurisdiction to those Facilities specified by the SBWMA, except as provided in Sections 2.08 and 2.09 of the Uniform Franchise Agreement, Exhibit D hereto, for a period of time which shall minimally be until December 31, 2019, or such further period of time necessary to repay any revenue bonds issued by the SBWMA.
- c.** The authority to set rates sufficient to provide for the financing and operation of the SBWMA Facilities.
- d.** The authority, by law, to enter into this Joint Powers Agreement (JPA).

6.2 Founding Members. A Founding Member of the SBWMA shall be one who has joined on the formation of the SBWMA December 9, 1999. Founding Members are listed as such in Exhibit A and B hereto.

6.3 Membership. A Member shall, on joining the SBWMA, elect whether to be an Equity Member or a Non Equity Member.

- a.** An Equity Member shall have all of the rights and liabilities of a Member of the SBWMA. An Equity Member shall be a Founding Member who, on joining, elects to be an Equity Member, and shall include a New Member who agrees to pay the equity equalizing fees and payments imposed as a condition of membership. Only an Equity Member shall have the right to vote on any matter before the Board and on any matter to be voted on by a Member except as provided in Section 6.3(b).
- b.** A Non Equity Member shall not be required to pay an equity equalizing payment, and shall not have the rights and liabilities of Equity Members, particularly under Section 15 Withdrawal and Section 16 on Termination of the JPA. The Non Equity Member shall, however, direct its flow of Solid Waste, Recyclable Material, and Plant Material to the Facilities subject to the exception in Exhibit D hereto, and comply with the terms of the JPA with respect to the flow of Solid Waste, Recyclable Material, and Plant Material. The Non Equity Member shall be entitled to participate in Board Meetings and activities, and receive all notices and information. However, it shall not be entitled to vote on any matter before the Board, or on any other matter unless the right to vote is expressly provided for the Non Equity Member.
- c.** Exhibit A hereto shall designate Equity Members and Exhibit B shall designate Non Equity Members.

6.4 All Members. Equity Members and Non-Equity Members shall, during the term of this Agreement, equally have the right to direct the flow of Solid Waste, Recyclable Material, and Plant Material to the Facilities. With respect to the Uniform Franchise Agreement all Equity and Non-Equity Members shall have the right to participate in Board deliberations and negotiations and to vote on all matters, including rates, that are contained therein.

ARTICLE 7. POWERS

7.1 SBWMA Powers. The SBWMA is authorized, but is in no way required, to act in its own name on any or all of the following matters, as each Member could act separately, and as it deems in the best interest of its Members, to the extent permitted by any and all applicable laws, codes, ordinances, resolutions and regulations:

- a. Acquire, construct, finance, refinance, operate, regulate, and maintain Facilities.
- b. Acquire, improve, hold, lease, and dispose of real and personal property of all types.
- c. Enter into agreements to operate Solid Waste, Recyclable Material, and Plant Material Transfer, Transport and Processing Facilities.
- d. Plan, study, and recommend proper and appropriate Solid Waste Recyclable Material and Plant Material Transfer, Transport and Processing management practices. Research and study issues related to Solid Waste Generation, Collection, Transfer, Processing, Diversion, and Disposal, including but not limited to source reduction, re-use, Recycling, and recovery.
- e. Resolve disputes between the public and any entities providing Solid Waste, Recycling Material, and Plant Material Transfer, Transportation and Processing services.
- f. Plan, design, and implement programs that address CIWMA transfer, processing and diversion requirements.
- g. Educate the public as to Solid Waste, Diversion, and Recycling matters.
- h. Provide for or enter into agreements to provide for financial, engineering, legal, audit, and any other professional services supporting any of the SBWMA's programs including, but not limited to, Solid Waste, Recyclable Material, and Plant Material Transfer, Transport and Processing Facility operations and Disposal. Such agreements can be made with any Person, including any Member.
- i. Apply for, accept, and receive grants, gifts, donations, advances, and contributions.
- j. Hire agents and employees.
- k. Sue and be sued in its' own name.
- l. Incur and discharge debts, liabilities, and obligations.
- m. Issue bonds or notes and associated covenants, for designated purposes, subject to the provisions and limitations of the California Government Code.
- n. Issue and receive loans.
- o. Establish rates and fees at Solid Waste, Recyclable Material, and Plant Material Transfer, Transport and Processing Facilities.

- p. Require Members to pass-through the cost of the SBWMA's operations to the rates assessed on Facility users.
- q. Adopt, as authorized by California law, ordinances and resolutions necessary to carry out the purposes of this Agreement.
- r. Enter into Franchise Agreements for use of the Transfer Station and pay a Franchise fee.
- s. Require Members to direct all of their Solid Waste, Recyclable Materials and Plant Materials generated and Collected by Collectors within their respective boundaries to the Facilities, except as provided in Exhibit D hereto.

7.1.1 The following powers require the approval of two-thirds of the Members as would be required under Article 17 for an amendment to this JPA Agreement:

- a. Acquisition of real property
- b. Disposal or transfer of any interest in real property
- c. Entering into or amending Franchise Agreements for the operation of the Facilities
- d. Issuance of bonds or notes, or the refinance of such bonds or notes.

ARTICLE 8. GOVERNANCE

8.1 Board of Directors. The SBWMA shall be governed and administered by a Board of Directors composed of one Director from each Member. The Board shall exercise all powers and authority on behalf of the SBWMA. Each Member must select its Director or the Director's designee alternate from among the Member agency's elected governing body. ~~following positions:~~

- a. ~~----- County, District, City, or Town Manager or the equivalent position~~
- b. ~~----- County, District, City, or Town Assistant Manager or the equivalent position~~
- c. ~~----- Finance Director or Assistant Finance Director or the equivalent position~~
- d. ~~----- Public Works Director or Assistant Public Works Director or Environmental Programs Manager or the equivalent position.~~

8.2 Tenure. Each Director shall hold office from the first meeting of the Board after appointment by the Member until his or her successor is selected by the Member.

8.3 Compensation. Directors shall receive no compensation from the SBWMA for serving on the Board. The SBWMA may reimburse Directors for reasonable expenses necessarily incurred on the Board's behalf, with prior approval of the Board.

8.4 Member Mergers. If any Member merges with another public entity, the successor public entity shall have one (1) Director position on the Board.

8.5 Chair. The Board shall annually select a Chair, by a vote taken in accordance with Section 10.8 of this Agreement, who shall serve without compensation at the pleasure of the Board. The duties of the Chair include, but are not limited to the following:

- a. Conducts Board meetings.
- b. Review and set meeting agendas with the Executive Director.
- c. Signs any and all SBWMA official documents.

8.6 Vice Chair. The Board shall annually select a Vice Chair, by a vote taken in accordance with Section 10.8 of this Agreement, who serves without compensation at the pleasure of the Board. The Vice Chair shall act in the absence of the Chair, with full powers of the Chair.

8.7 Finance Director. The Board shall select, by a vote taken in accordance with Section 10.8 of this Agreement, a Finance Director from one of the Members to be Finance Director for the SBWMA, who serves at the pleasure of the Board. The duties of the Finance Director include, but are not limited to the following, all in accordance with prudent financial management and California law, including but not limited to California Government Code §6505 et seq.:

- a. Reports to the Chair on any and all SBWMA financial matters.
- b. Serves as the SBWMA's treasurer and controller.
- c. Receives and accounts for any and all SBWMA revenues.
- d. Makes any and all SBWMA investments using sound and prudent investment practices.
- e. Disburses and accounts for any and all SBWMA funds.
- f. Issues or causes to be issued all Revenue Bond payments, according to the payment schedule as part of the Revenue Bonds.
- g. Maintains any and all reserves, as may be required by the Revenue Bonds or any other instruments.
- h. Prepares, within one hundred twenty (120) days after the close of each Fiscal Year, an annual financial report reflecting SBWMA financial activity, including activity associated with the operations of the Facilities, whether such operation is performed by the SBWMA directly or is contracted.
- i. Prepares other financial statements and reports for the SBWMA, as needed.
- j. Causes the annual financial report to be audited by an independent Certified Public Accountant (CPA) currently licensed to practice in the State of California.
- k. Presents the audit report, including the associated management letter, to the Board at the first scheduled Board meeting subsequent to the release of the audit report.

8.8 Other Officers. The Board may create or eliminate other officers not specifically mentioned in Sections 8.5-8.7 of this Agreement from time to time, as the Board deems necessary, upon majority vote. Such officers shall serve without compensation.

8.9 Employee Status. None of the officers, agents, or employees employed or hired by the SBWMA shall by reason thereof become officers, agents, or employees of any Member. The SBWMA may contract with any Member for any services, upon a vote in accordance with Section 10.8 of this Agreement; however, none of the Persons whose services are supplied by a Member shall by reason thereof become an employee of the SBWMA.

8.10 Executive Director. The position of Executive Director is created. The Executive Director is appointed by the Board and serves at the will of the Board. The duties of the Executive director include, but are not limited to the following:

- a. Administers any and all meeting agendas, including compliance with noticing requirements and meeting locations, as provided under California Government Code §54950-54962 (Brown Act).
- b. Causes accurate minutes and records to be taken of all meetings in accordance with California law, including but not limited to California Government Code §54957.2 et seq.

- c. Has authority to appoint, remove, promote, demote, supervise, and determine compensation of any and all SBWMA employees in accordance with Board approved salary ranges.
- d. Manages any and all SBWMA contracts or agreements, including but not limited to, the Facilities operating agreement.
- e. Approves any and all SBWMA payments in conformance with Board approved appropriations.
- f. Attends all Board meetings.
- g. Prepares and submits to the Board an annual budget.
- h. Performs such other duties as the Board shall require.

8.10.1 The Executive Director shall be bonded with a corporate surety to be approved by the Board.

8.10.2 The Executive Director shall receive such compensation as the Board shall from time to time determine.

8.11 **Technical Advisory Committee (TAC).** The Technical Advisory Committee (TAC) is created. The Technical Advisory Committee shall include one staff member from each Member Agency. The TAC member will be appointed by the City Manager or Agency Head of each Member Agency. TAC members will bring expertise and experience on Solid Waste franchise, programs and administration to the SBWMA Board of Directors. TAC members may also serve on TAC subcommittees designed to develop franchises, programs and to provide advice to the SBWMA Board of Directors and the SBWMA Executive Director and staff.

8.12 **Code of Conduct.** Members of the SBWMA Board of Directors shall follow a Code of Conduct.

8.12.1 **Effective Dates.** The Code of Conduct will be in effect during the periods of time when the SBWMA is considering whether to extend existing contracts with contractors for Solid Waste Collection and Operation of the Shoreway Transfer Station and Materials Recovery Facility. The Code of Conduct will also be in effect during the time that the SBWMA is considering, developing and carrying out a procurement process for the selection of contractors for these services.

8.12.2 **Ex-Parte Contacts Prohibited.** During the time periods when the Code of Conduct is in effect, SBWMA Board Members (the Board Members) are prohibited from having any verbal or written communications (ex parte contacts) with any Proposer (defined as any entity or individual involved in making a submittal to the SBWMA in response to the RFP process to select a contractor or contractors for the collection, processing, and transfer of solid waste, recyclable materials and/or organic materials) concerning any matter related to the RFP process or Contractor Selection process, except in the course of a legally noticed meeting of the SBWMA Board, or any subcommittee of the Board, or in conjunction with an ex parte contact arranged by and involving SBWMA staff and/or consultants.

8.12.3 Disclosure of Ex Parte Contacts. If any such unauthorized ex parte contact occurs, the Board member shall disclose its occurrence at the next meeting of the SBWMA Board that next follows the said ex parte contact.

8.12.4 Gifts and Compensation Prohibited (Also applicable to SBWMA Staff Members, TAC Members and Consultants).

During the periods when the SBWMA is considering whether to extend existing contracts with contractors for Solid Waste Collection and Operation of the Shoreway Transfer Station and Materials Recovery Facility, SBWMA Board Members are prohibited from accepting any gift of any monetary value, or compensation of any kind (as defined under the California Political Reform Act) from a Proposer (defined above in Section 8.12.2). This prohibition shall also apply to SBWMA staff members, TAC Members and consultants.

8.12.5 Censure and Discipline.

Any SBWMA Board Member or TAC Member who accepts such a gift or compensation may be subject to censure by the SBWMA Board. Any SBWMA staff member who violates this policy may be subject to discipline including termination of services, and any consultant who violates this policy may be subject to termination of services.

8.12.6 State and Local Regulations.

It is understood that this Code of Conduct is in addition to any other applicable state or local regulations that apply to the conduct of the SBWMA Board.

ARTICLE 9. VACANCIES

9.1 Director Vacancies. Should a vacancy occur on the Board due to the separation from service by a Director from a Member, the person who is acting in the capacity of the former Director with the Member shall temporarily assume the duties of the former Director until such time as the Member appoints a permanent Director. Such temporary Director shall have the full powers and authority of a permanent Director.

9.2 Officer Vacancies. Should a vacancy occur among any officer authorized in Article 8 of this Agreement, the Board shall elect a new officer at its next scheduled Board meeting.

ARTICLE 10. MEETINGS

10.1 Regular Meetings. The Board shall schedule by Resolution regular monthly meetings during each Fiscal Year.

10.2 Special Meetings. Special meetings of the Board may be called in accordance with provisions of the California Government Code §54956.

10.3 Notice of Meetings. All meetings of the Board shall be held subject to the provisions of California Government Code §54950-54962 (Brown Act) and other applicable laws of the State of California.

10.4 Meeting Location. All meetings of the Board must be held within the Service Area at a location determined by the Chair, except that the Board may hold a special meeting outside the Service Area upon an affirmative vote in accordance with Section 10.8 of this Agreement.

10.5 Minutes. The Chair shall cause the taking and keeping of minutes of all Board meetings. Promptly after each meeting, the Chair shall cause a copy of the minutes to be forwarded to each Director, either electronically or in paper form.

10.6 Quorum. A majority of the Directors shall constitute a quorum for the transaction of business of the Board, except that Directors constituting less than a quorum may adjourn any meeting.

10.7 Voting Rights. Each Member is entitled to cast one vote on any matter presented to the Board for a vote.

10.8 Voting Requirement. The vote of two thirds (2/3) of the Directors present shall constitute the act of the Board, unless otherwise provided in this Agreement.

10.9 Conduct of Meetings. Meetings of the Board shall be conducted by the Chair, or in the Chair's absence by the Vice Chair. In the absence of both the Chair and the Vice Chair, meetings shall be conducted by the Director in attendance who represents the largest Member, by population.

ARTICLE 11. BYLAWS

11.1 Bylaws. The Board from time to time may adopt and amend bylaws for the conduct of its affairs, provided that they are consistent with this Agreement and are necessary and appropriate in order to carry out the SBWMA's purpose.

ARTICLE 12. FUNDING

12.1 Debts and Liabilities. The SBWMA's debts, liabilities, and obligations shall not be debts, liabilities, or obligations of any of the Members, and each Member's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the Members hereto may agree.

12.2 SBWMA Activities. Unless otherwise authorized by the Board, all costs associated with SBWMA activities shall be paid by the Facilities' users. The SBWMA shall be solely responsible for determining the amount of any charge to recover these pass-through costs. The Members hereby agree to pass any such charge as approved by the SBWMA, to users as part of the Solid Waste, Recyclable Material, and Plant Material and Transfer and Transport and Processing rate, without reduction, limitation, offset, or adjustment of any kind.

12.3 SBWMA Records and Accounts. The Finance Director shall maintain accurate and correct books of account showing in detail revenues and expenditures, together with supporting documentation including, but not limited to, receipts, invoices, and vouchers for SBWMA financial transactions.

12.4 Facilities Records and Accounts. The Finance Director shall maintain or cause to be maintained accurate and correct books of account of the Facilities' operations showing in detail revenues and expenditures, together with supporting documentation including, but not limited to, receipts, invoices, and vouchers.

12.5 Revenue Bond Payments. The revenue stream pledged to the Revenue Bonds may in no way be used for any purpose other than to make payment on the indebtedness associated with those bonds. Such revenues are not in any way considered revenues to the Agencies, and may not be used for any other purpose unless and until such Revenue Bonds are defeased or repaid in full.

12.6 Franchise Fee Payments. Monthly, SBWMA shall distribute to the City of San Carlos, from funds received from Contractor, one twelfth (1/12th) of the annual franchise fee agreed to by the SBWMA and the City of San Carlos for the operation of the Facilities.

12.7 Priority of Distribution of Funds Received by SBWMA. Monthly, the SBWMA shall receive funds from the Contractor of the Facilities under Section 6.04 of the Agreement for the Operation of the South Bayside Waste Management Authority's Transfer Station and Recyclery. The SBWMA shall distribute the funds received in accordance with the following priority:

- a. Debt Service Payments.
- b. Contributions to Reserves.
- c. Management Costs.
- d. Payment of Franchise Fees to the City of San Carlos.
- e. Such other distribution as authorized by the Board.

ARTICLE 13. SBWMA ADMINISTRATION POWERS

13.1 Assertion of Authority. The Members shall not engage in any action that would duplicate, circumvent, by-pass, or supersede the SBWMA's powers, as expressed in this Agreement.

13.2 Facility Operator. The Members agree that the SBWMA shall have sole authority to operate or contract for the operation of the Facilities, and have sole authority to direct the delivery of all or a portion of each Member's Solid Waste, Recyclable Material, and Plant Material to the Facilities, except as provided in Exhibit D hereto. No Member shall take any action in any manner, inconsistent with the terms of this Agreement.

13.3 Operating Records. The SBWMA will cause the Facilities' Contractor to maintain accurate, timely, and complete records of operations at the Facilities, as necessary to comply with any CIWMA or other State requirements, or this Agreement.

13.4 Operations Reporting. The SBWMA shall cause the Facilities' Contractor to compile information and report on any of its Facilities operations, in accordance with the CIWMA and this Agreement.

13.5 Solid Waste Reporting. The SBWMA shall cause the Facilities' Contractor to compile and report to the CIWMA and other State of California agencies data on Solid Waste accepted at the Facilities, all on behalf of the Members.

13.6 Require Compliance with Laws. The SBWMA shall require the Facilities Contractor to operate said Facilities in compliance with all Federal, State, and local laws, Environmental Laws, guidelines, and regulations, as may exist, or as may exist from time to time.

13.7 Bond Payment Review. The SBWMA shall at least annually review the Revenue Bond payment history and payment projections to the end of bond repayment.

13.8 Bond Management. The SBWMA shall periodically consider defeasing the Revenue Bonds and refinancing any existing debt to the economic benefit of the Members, as market conditions allow.

13.9 Bond Reserves. The SBWMA shall maintain at least the minimum reserve fund requirements specified in the Revenue Bond covenants.

13.10 Asset Reserves. The SBWMA shall establish and maintain an asset replacement reserve fund at a level at least adequate to finance appropriate and ordinary asset replacement at the Facilities.

13.11 Annual Inspection. At least annually, the SBWMA shall inspect or cause to be inspected by a qualified and licensed civil engineer all of its Facilities, including all property, land, equipment, and other items owned by the SBWMA.

13.12 Attributing Solid Waste. The SBWMA shall establish a fair and equitable method of attributing Solid Waste, Recyclable Materials, and Plant Materials to the Members that are delivered to the Facilities.

13.13 Miscellaneous. The SBWMA may operate programs, conduct analyses, and perform studies from time to time, all in support of the purposes under this Agreement, as the Board so approves.

13.14 Member Cooperation. Members agree to cooperate in the accumulation of information supporting goals approved by the Board, as provided in this Agreement.

ARTICLE 14. PENALTIES

14.1 Apportionment of Penalties. Any penalties assessed by regulatory authorities against the SBWMA shall be paid by the SBWMA.

ARTICLE 15. WITHDRAWAL FROM SBWMA

15.1 Withdrawal Conditions. A Member may not withdraw from the SBWMA unless and until that Member achieves the following:

- a. The liquidation in full of its proportion of any and all existing debts, obligations, and liabilities incurred, earned, or expected to be earned by the date of withdrawal, including but not limited to the Revenue Bonds, as determined by the Board.
- b. The provision to the SBWMA of a written notice of intent to withdraw from the SBWMA at least six (6) months prior to the end of the current Rate Year, specifying the date on which the Member intends to withdraw.
- c. The approval of such withdrawal by a 4/5 affirmative vote of Equity Members.

ARTICLE 16. TERMINATION

16.1 Termination Requirements. This Agreement may only be terminated by consent of all Equity Members, and upon full and complete liquidation of all liabilities, including, but not limited to, the Revenue Bonds. Upon the date of termination (hereinafter "Termination Date"), payment of any and all obligations and division of any and all assets of the SBWMA shall be conducted subject to the then-applicable requirements of the law (currently California Government Code §6511 et seq.), pursuant to the following:

- a. In the event of termination of the SBWMA where there is a successor public entity that will conduct all of the activities of the SBWMA and will assume all of its obligations, any and all SBWMA assets and liabilities remaining upon termination of the SBWMA shall be transferred to the successor public agency.

- b. If there is no successor public agency that would conduct the SBWMA's activities, all assets and liabilities shall be apportioned to each Member in proportion to the contribution of each current Member's ratepayers' total contribution during the Term of this Agreement. A reference to ratepayers' contribution means payment of Collection fees under each jurisdiction's respective Uniform Franchise Agreement.
- c. If there is a successor public agency that would conduct some of the SBWMA's activities, then the Board shall allocate the SBWMA's assets and liabilities between the successor public agency and the Members. In this case, the Members' portion of the allocation shall be allocated based on Section 16.1(b).
- d. In the event the SBWMA is terminated under circumstances falling within (b) or (c) above, all decisions of the Board with regard to determinations of amounts to be transferred to the Members or any successor shall be final.
- e. The obligations of the SBWMA terminate on the Termination Date, and each Member shall pay all amounts owed to the SBWMA prior to that date. In the event of default by a Member with regard to payment of amounts due, the obligation to pay all sums due to the SBWMA shall survive and remain in full force after the Termination Date.
- f. By unanimous agreement of Equity Members, Equity Members may dispose of, divide, distribute, or return assets on a basis different from that established in this Section 16.1.

ARTICLE 17. AMENDMENTS

17.1 Amendment Requirements. Subject to all legal obligations of the SBWMA, this agreement may be amended by one or more supplemental agreements executed by a vote of two-thirds (2/3) of all Equity and Non-Equity Members of the SBWMA.

17.2 Signature Requirements. Signatures shall not be required on any effective amendment by those Members, if any, whose Directors did not approve the amendment; however, such Members shall nonetheless be bound by the amendment as if it were approved by all Members.

ARTICLE 18. FILINGS

18.1 Filing with Secretary of State. The Chair shall cause to be filed all required notices with the California Secretary of State, in accordance with California Government Codes §6503.5 and 53051.

ARTICLE 19. NOTICES

19.1 Notices to Agencies. All notices to the Agencies shall be deemed to have been given to the Agencies when mailed, postage prepaid by United States mail, or when hand delivered to the governing body of each Agency during usual business hours at the principal office, or to the person apparently in charge of that office.

19.2 Notices to SBWMA. All notices to the SBWMA shall be deemed to have been given to the SBWMA when mailed, postage prepaid by United States mail, or when hand delivered to each of the Chair, Vice Chair, and Finance Director of the SBWMA during usual business hours at the principal office, or to the Person apparently in charge of that office.

ARTICLE 20. SUCCESSORS AND ASSIGNMENTS

20.1 Assignments. This Agreement shall be binding upon and shall inure to the benefit of the successors of any Member. No Member may assign any right or obligation hereunder without the written consent of all other Members.

ARTICLE 21. SEVERABILITY

21.1 Severability. If any provision of this Agreement or its application to any Person or circumstances is held invalid or illegal by a final judgment of a court of law in the State of California, the remainder of this Agreement and the application of the provision to other Persons or circumstances shall not be affected.

ARTICLE 22. ARTICLE HEADINGS

22.1 Headings. All section headings contained in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any provision of this Agreement.

THEREFORE THE AGENCIES LISTED IN EXHIBITS A AND B HERETO AND EXECUTING THIS AGREEMENT BY SIGNING EITHER AS AN EQUITY MEMBER IN EXHIBIT A OR NON EQUITY MEMBER IN EXHIBIT B HEREBY ENTER INTO THIS AGREEMENT.

**EXHIBIT A
EQUITY MEMBERS**

TOWN OF ATHERTON

BY: _____
TITLE:

CITY OF BELMONT

BY: _____
TITLE:

CITY OF BURLINGAME

BY: _____
TITLE:

CITY OF EAST PALO ALTO

BY: _____
TITLE:

CITY OF FOSTER CITY

BY: _____
TITLE:

TOWN OF HILLSBOROUGH

BY: _____
TITLE:

CITY OF MENLO PARK

BY: _____
TITLE:

CITY OF REDWOOD CITY

BY: _____
TITLE:

CITY OF SAN CARLOS

BY: _____
TITLE:

CITY OF SAN MATEO

BY: _____
TITLE:

WEST BAY SANITARY DISTRICT

BY: _____
TITLE:

COUNTY OF SAN MATEO

BY: _____
TITLE:

**EXHIBIT B
NON-EQUITY MEMBERS**

NONE

EXHIBIT C
DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified below in this Exhibit C.

Act

“Act” means the California Joint Exercise of Powers Act (California Government Code §6500 et. seq.).

Agency/Agencies

“Agency/Agencies” means the public entities which are or have been Members of the SBTSA and/or the SBWMA.

Agreement

“Agreement” means this joint exercise of powers agreement, as it may be amended from time to time.

Board

“Board” means the governing Board of Directors of the SBWMA, comprising one Director from each of the Members, as described in Article 8 of this Agreement.

Chair

“Chair” means the SBWMA Chair of the Board, as described in Section 8.5 of this Agreement.

CIWMA

“CIWMA” means the California Integrated Waste Management Act of 1989 (California Public Resources Code, §40000 et seq.), and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

CIWMA Board

“CIWMA” means the California Integrated Waste Management Board, created under the provisions of the CIWMA, whose duties include implementing the CIWMA.

Collect/Collection

“Collect/Collection” means to take physical possession, transport and remove Solid Waste, Recyclable Materials, and Plant Materials within and from the Service Area.

Collector

“Collector” means a private organization which holds a franchise from an Agency for Solid Waste Collection.

Contractor

“Contractor” shall mean the entity the SBWMA contracts with to operate the Facilities.

County

“County” means the County of San Mateo, California.

Director

“Director” means the appointed representative from each Member who serves on the governing Board of Directors.

Disposal

“Disposal” means the ultimate disposition of Solid Waste received by Collector at a landfill in Full Regulatory Compliance.

Diversion

“Diversion” means the separation of materials from the overall Solid Waste stream and whose disposition is for reuse or Recycling and not landfill disposal.

Effective Date

“Effective Date” means the effective date of this Agreement, which is December 9, 1999, as provided in Section 4.1.

Environmental Laws

“Environmental Laws” means all federal and state statutes; and all county, local, and Agency ordinances concerning public health, safety, and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances Control Act, 15 USC §1601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the California Toxic Substances Control Act, California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; the California Integrated Waste Management Act, California Public Resources Code §40000 et seq., as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

Executive Director

“Executive Director” means the person appointed by the Board as the executive officer and director of the SBWMA.

Facility/Facilities

“Facility/Facilities” means any plant or site, existing or planned, owned or leased, and constructed, maintained, operated, or used for purposes of performing under this Agreement. As of the Effective Date, the Facilities are: the San Carlos Transfer Station and the San Mateo Recyclery, located at 225, 229, and 333 Shoreway Road, in San Carlos, California.

Fiscal Year

“Fiscal Year” means the period commencing on each July 1 and ending on the following June 30.

Founding Member

“Founding Member” means any one of the public entities listed in Exhibit A and B attached hereto.

Franchise

“Franchise” means the special right granted by the Agencies to operate a public utility for Solid Waste Collection and Processing services within the Service Area.

Full Regulatory Compliance

“Full Regulatory Compliance” means compliance with all applicable permits for a Facility such that the Contractor will at all times maintain the ability to fully comply with its obligations under this Agreement.

Legislation

“Legislation” means any code, ordinance, resolution, or any other forms or enactment of the Agencies or any Member which now exists or which may hereafter be adopted which constitutes law or regulation.

Member

“Member” means any one of the public entities listed in Exhibit A (Equity Members) or Exhibit B (Non Equity Members) attached hereto, and any public entity that becomes a New Member in accordance with Section 6.3 of this Agreement.

Person

“Person” means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, special purpose district, town, city, county, state, or the United States.

Plant Materials

“Plant Materials” means a subset of Recyclable Materials consisting of grass cuttings, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees (not more than six [6] inches in diameter), and similar organic materials generated at residential commercial, industrial and institutional properties within the Service Area, separated and set out for Collection, processing, and Recycling. Plant Materials does not include materials not normally produced from gardens or landscapes, such as, but not limited to, palm fronds, brick, rock, gravel, large quantities of dirt, concrete, sod, non-organic wastes and oil. Diseased plants and trees are also excluded from Plant Materials.

Process/Processing

“Process/Processing” means the Recycling, reuse, reformation, reconstituting, or otherwise manipulation of Solid Waste in preparation for its ultimate use or disposal.

Rate Year

“Rate Year” means the period commencing on January 1 and ending on the following December 31.

Recyclable Materials

“Recyclable Materials” means discarded materials that are re-used, re-manufactured or processed.

Recycling

“Recycling” means the process of collecting, sorting, cleansing, treating and reconstituting discarded materials which meet the quality standards necessary to be re-used, re-manufactured or processed. The Collection, transportation or disposal of Solid Waste not intended for, or capable of, reuse is not Recycling.

Revenue Bonds

“Revenue Bonds” means those certain revenue bonds titled “South Bayside Waste Management Authority (San Mateo County, California) Solid Waste System Revenue Bonds, Series 2000,” and issued in the amount of \$20,090,000 on March 1, 2000.

SBWMA

“SBWMA” means the South Bayside Waste Management Authority, a joint powers authority created under Government Code §6500 et seq. by this Agreement.

SBTSA

“SBTSA” means the South Bayside Transfer Station Authority, a joint powers authority created in 1982.

Service Area

“Service Area” means the collective territory within, and, if applicable, outside the Member’s boundaries with respect to which the Member exercises franchising authority for the Collection of Solid Waste, Recyclable Materials, and Plant Materials which territory is shown on a map on file in the office of the Chair, to which reference is hereby made for the description of said area.

Solid Waste

“Solid Waste” means all putrescible and nonputrescible solid, semisolid, and liquid wastes, as defined in California Public Resources Code §40191, as that section may be amended from time to time. For the purposes of this Agreement, “Solid Waste” does not include abandoned vehicles and parts thereof, Hazardous Waste or low-level radioactive waste, medical waste, Recyclable Materials, or Plant Materials.

Term

“Term” means the period of time specified in Article 4 of this Agreement.

Transfer

“Transfer” means the process of transferring Solid Waste from collection vehicles to transfer vehicles.

Transport

“Transport” means the transportation of Solid Waste in either collection or transfer vehicles.

Uniform Franchise Agreement

“Uniform Franchise Agreement” means the franchise agreement negotiated by the SBWMA with BFI Waste Systems of North America, Inc. or its successor, for the Collection of Solid Waste, Recyclable Materials, and Plant Materials in each Agency, as amended.

EXHIBIT D

Exceptions to the SBWMA power to direct Members' Solid Waste, Recyclable Materials, and Plant Materials to the Facilities.

The following sections are excerpts from the Uniform Collection Agreement adopted by SBWMA member entities and details the exceptions to the SBWMA's power to direct Members' Solid Waste, Recyclable Materials, and Plant Materials to the Facilities:

2.07 Scope of Franchise. Subject to Section 2.08, the Franchise granted to Contractor shall be exclusive for all Solid Waste, residential Recyclable Materials and residential Plant Materials generated in the Service Area, except where otherwise precluded by Federal, State and local laws and regulations or where other current programs provide for Collection and handling of Household Hazardous Waste.

2.08 Limitations to scope. The Agreement for the Collection, transportation, processing, and Disposal of Solid Waste, residential Recyclable Materials, and residential Plant Materials granted to Contractor shall be exclusive except as to the following materials listed in this Section. The award of this Agreement shall not preclude the categories of Solid Waste, Recyclable Materials and Plant Materials listed below from being delivered to and Collected and transported by others provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from Agency which is otherwise required by law:

- a.** Other recyclers shall maintain the right to charge a fee, to Collect without a fee, to accept donated Recyclable Materials and to pay the service recipient for Recyclable Materials for the Collection of Source Separated Recyclable Materials and Plant Materials from commercial, industrial, multi-family and institutional generators located in the Service Area. For the purposes of this Agreement, Source Separated loads are loads that consist of less than 10% by weight or volume of Solid Waste, whichever is less. It will be the responsibility of Contractor to provide enforcement of this provision. If Contractor can document that other recyclers are servicing Collection Containers that contain less than 90% Source Separated Recyclable Materials or Plant Materials, it shall report the location and the name of the recycler to the Agency and the SBWMA, along with Contractor's evidence of the violation of the exclusiveness of this Agreement.
- b.** Solid Waste, Recyclable Materials, and Plant Materials, which are removed from any Premises by the Waste Generator, and which are transported personally by the Owner or occupant of such Premises (or by his or her employees or a contractor whose removal of the Solid Waste, Recyclable Materials and/or Plant Materials are incidental to the service being performed.
- C.** Recyclable Materials and Plant Materials which are Source Separated at any Premises by the Waste Generator and donated to youth, civic, or charitable organizations;

- d. Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et. seq. California Public Resources Code;
- e. Plant Materials removed from a Premises by a gardening, landscaping, or tree trimming contractor as an incidental part of a total service offered by that contractor rather than as a hauling service and for no additional or separate fee;
- f. Non-putrescible Waste from roll-off/debris boxes;
- g. Animal waste and remains from slaughterhouse or butcher shops for use as tallow;
- h. By-products of sewage treatment, including sludge, sludge ash, grit and screenings; and,
- i. Hazardous Waste and Designated Waste regardless of its source.

This grant to Contractor of an exclusive right and privilege to Collect, transport, or process and dispose of Solid Waste, certain residential Recyclable Materials, and certain residential Plant Materials shall be interpreted to be consistent with state and federal laws, now and during the term of the Agreement, and the scope of this exclusive right shall be limited by applicable state and federal laws with regard to the matters contained in this Agreement. In the event that future interpretations of current law or new laws, regulations, interpretations or trends limit the ability of Agency to lawfully provide for the scope of services as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully provided and that Agency shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact to other services being provided as much as possible.

2.09 Additional Services and Modifications to Service.

2.09.1 General. Agency may direct Contractor to perform additional services (including new diversion programs, billing services, etc.) or modify the manner in which it performs existing services. Pilot programs and innovative services which may entail new Collection methods, targeted routing, different kinds of services and/or new requirements for Waste Generators are included among the kinds of changes which Agency may direct. Contractor shall be entitled to an adjustment in its compensation in accordance with Article 6 for providing such additional or modified services.

2.09.2 New Diversion Programs. Contractor shall present, within 30 days of a request to do so by Agency, a proposal to provide additional or expanded diversion services. At a minimum, the proposal shall contain a complete description of the following:

- a. Collection methodology to be employed (equipment, manpower, etc.).
- b. Equipment to be utilized (vehicle number, types, capacity, age, etc.).
- c. Labor requirements (number of employees by classification).
- d. Type of materials containers to be utilized.

- e. Provision for program publicity/education/marketing.
- f. Estimate of the tonnage to be diverted and the methodology for determining that diverted tonnage.
- g. Five-year projection of the financial results of the program's operations in a balance sheet and operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

2.09.3 Agency's Right to Permit Others to Provide Services. Contractor acknowledges and agrees that Agency may permit other Persons besides Contractor to provide additional Solid Waste services not otherwise contemplated under Section 2.07 and 2.08 of this Agreement. If Contractor and Agency cannot agree on terms and conditions of such services in one hundred twenty (120) days from the date when Agency first requests a proposal from Contractor to perform such services, Contractor acknowledges and agrees that Agency may permit Persons other than Contractor to provide such services.

THIS PAGE INTENTIONALLY LEFT BLANK



SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD – ELECTED OFFICIALS OR SENIOR MANAGEMENT STAFF?

[Summary](#) | [Background](#) | [Methodology](#) | [Discussion](#) | [Findings](#) | [Recommendations](#) | [Responses](#) | [Attachments](#)

SUMMARY

The South Bayside Waste Management Authority (SBWMA), also known as Rethink Waste, is a 12-member joint powers authority formed in 1982. Its membership is composed of Atherton, Belmont, Burlingame, East Palo Alto, Foster City, Hillsborough, Menlo Park, Redwood City, San Carlos, San Mateo, San Mateo County (County), and the West Bay Sanitary District (collectively, Member Agencies). It is governed by a First Amended and Restated Joint Exercise of Powers Agreement (Restated Agreement) executed in 2005.

The mission of SBWMA is to provide cost-effective waste reduction, recycling, and solid waste programs to its Member Agencies and to oversee the Shoreway Environmental Center recycling facility (Shoreway) in San Carlos. It was formed so its Member Agencies could collectively negotiate more favorable rates for waste collection and disposal. SBWMA negotiates with and regulates the waste hauling provider and the operator of Shoreway.

SBWMA's Board of Directors (Board) is composed of one senior management staff member appointed by each Member Agency.

Shoreway was built, at significant cost (approximately \$17 million) in order to comply with state mandated waste stream diversion goals. It receives and processes recyclables, organics and garbage, and houses a new education center. The changes in waste disposal and recycling requirements have been followed by significant cost increases to customers.

In 2011, after Recology replaced Allied Waste as SBWMA's waste hauler and South Bay Recycling (SBR) became the operator of the new Shoreway recycling center, the public expressed concerns about service changes and waste hauling rate increases. An example of a service change is a change in the frequency of recycling pick-up from every other week to once weekly. In addition, there was confusion about the selection process used in selecting a new waste hauler. Much of the public does not fully understand the role of SBWMA in the waste hauler selection process.

Questions have been raised by some Member Agencies as to whether only senior Member Agency management staff should continue to comprise the Board or whether it should be composed of only elected officials from the Member Agencies' governing bodies, e.g. City Council members. As a result, a Blue Ribbon Task Force (Task Force) composed of Member Agencies began meeting in February 2013 to review the SBWMA governance structure. The approval of eight of the twelve Member Agencies is required to make changes to the SBWMA governance structure.

The 2012-2013 San Mateo County Civil Grand Jury (Grand Jury) finds public concern over rate and service changes has prompted a review of SBWMA's governance structure and that SBWMA's organizational structure is a complex issue not well understood by the public. The

Grand Jury further finds that Member Agencies set their own rates that may include a variety of fees and that only customers in the City of San Mateo receive bills that itemize charges. Finally, the Grand Jury finds that elected officials already have sufficient influence in SBWMA's decision making process and there is no demonstrable advantage to changing the Board composition from only senior management staff to only elected officials.

The Grand Jury recommends that the Member Agencies and SBWMA disseminate comprehensive information about SBWMA operations, its franchisees, and rate setting processes to its customers. In addition, it recommends that each Member Agency request that Recology provide detailed billing statements to the customers in the Member Agency's jurisdiction that disclose all fees, including those imposed by the Member Agency. The Grand Jury further recommends that Member Agencies continue the current practice of appointing only senior management staff to the Board in accordance with the Restated Agreement. Finally, the Grand Jury recommends that if the Restated Agreement is amended to change the Board membership to elected officials, then a technical advisory committee consisting of staff with technical experience in waste management be put in place.

BACKGROUND

SBWMA was formed in 1982 so that its Member Agencies could negotiate more favorable rates for waste collection, transfer, hauling, and disposal.

From 1982 until January 1, 2011, Browning-Ferris Industries (BFI) was the franchise waste hauler for SBWMA. Several years ago, Allied Waste acquired BFI and changed the name. On January 1, 2011, Recology became SBWMA's new franchise waste hauler. Since Recology took over, there have been service changes and rate increases, leading to public concern and the call by some for a change in the composition of the Board from only Member Agencies' senior management staff to only elected officials.

With some Member Agencies questioning who should represent them on the Board, the Grand Jury decided an investigation into SBWMA, its governance, and operations was warranted.

METHODOLOGY

Documents

- Report from the City Manager of Redwood City to the City Council of Redwood City dated December 3, 2012
- A letter of invitation from the Redwood City Mayor to Mayors/Directors of the Member Agencies dated December 7, 2012
- SBWMA budget information
- Franchise agreements/contracts (www.rethinkwaste.org)
- San Mateo Daily Journal, Thursday, May 9, 2013
- April 2, 2013, Task Force meeting agenda
- Minutes of Task Force meetings

Site Tours

- The Grand Jury was given a guided tour of the educational facility at Shoreway

Interviews

- The Grand Jury conducted interviews with SBWMA staff and Board members, representatives of Recology, South Bay Recycling, a Redwood City Council member representing that city's Utility Committee, and a member of the Task Force.

DISCUSSION

SBWMA

SBWMA was formed in 1982 and is now governed by the Restated Agreement. It was established so that Member Agencies collectively could negotiate favorable rates for waste collection, transfer, hauling, and disposal at a disposal site. One of its principal goals is to provide cost effective waste reduction, recycling, and solid waste programs to Member Agencies through franchised services and other recyclers. The goal is being achieved.¹

Another principal goal is to sustain the minimum 50% diversion of waste from landfills as mandated by California State Law, AB 939.² The required diversion percentage will increase to 75% by 2017, which will necessitate additional programs and education for residents and businesses.

According to information provided to the Grand Jury, SBWMA's administrative operations were initially performed by San Carlos staff until the Board hired a day-to-day operations manager in 2006.

BFI built a transfer station in San Carlos in 1984. It collected the waste from its residential and business customers, transferred it into larger trucks at the transfer station, and transported it to the Ox Mountain disposal site in Half Moon Bay. Use of a transfer station was an important change because previously, trucks traveled to Ox Mountain on Highway 92, a narrow and busy roadway. The new transfer station put fewer trucks on the road and resulted in a more efficient operation. BFI/Allied Waste was the contractor for SBWMA since it was established in 1982 until 2011. BFI/Allied Waste was also and still is the owner and operator of the Ox Mountain disposal site.

The Member Agencies of SBWMA issued revenue bonds in 2000 to purchase the transfer station from Allied Waste. At the same time, SBWMA also purchased a recycling facility located adjacent to the transfer station.

The Restated Agreement, adopted in 2005, clarified that Board membership is limited to senior management staff, i.e., the following County, district, city, or town positions or their equivalent:

¹ The 2008-2009 Grand Jury report "TRASHTALK: Rethinking the Waste Management RFP Process by the South Bayside Waste Management Authority" states that Rethink Waste provides the lowest rates in the Bay Area.

² SBWMA website, <http://www.rethinkwaste.org/> (April 14, 2012).

- Manger or assistant manager
- Finance director or assistant finance director
- Public works director or assistant public works director
- Environmental director or assistant environmental director³

After hiring SBWMA's manager, the Board developed a model for more efficient waste operations to comply with state law beginning in 2011 and issued requests for proposals (RFPs) from waste haulers and operators of the new recycling facility.

Through the RFP process, waste haulers and recycling facility operators competed for the multi-year contracts and presented their proposals to each of the governing bodies of the Member Agencies. The elected officials of each Member Agency told its Board representative which companies the Board should select. Recology was selected as the waste hauler as a result of this process. SBR was selected to operate the recycling center. Both contracts were for 10 years commencing January 1, 2011

Shoreway

Shoreway serves as a regional solid waste and recycling plant for the receipt, handling, and transfer of solid waste and recyclables collected from the SBWMA service area, (southern and central San Mateo County as shown on Appendix A). SBWMA owns and manages Shoreway and, as part of the master facility plan, built a state-of-the-art environmental education center in the recycling facility adjacent to the transfer station.

Residential and commercial solid waste and recyclable and organic materials collected by the franchise hauler, Recology, are taken to Shoreway for processing, staging and shipment. In addition, the public can bring material to Shoreway to be recycled or taken to the disposal site. Construction material can also be dropped off for recycling.

Elected officials of the Member Agencies approved construction of a new recycling facility at the transfer facility site in San Carlos so that state-of-the-art equipment could process recyclables as required by law. On January 1, 2011, SBR began operating the Shoreway recycling plant under a 10-year contract with SBWMA. SBWMA adopted the trade name "Rethink Waste." As Rethink Waste, SBWMA has been favorably recognized for its innovative waste reduction, recycling programs, and facility infrastructure.

Some interviewees questioned the need for an education center which was built to educate the public about waste diversion. Schools are given guided tours through the Shoreway facility. Guided tours are also available to other groups and the general public.

Most of the individuals interviewed by the Grand Jury, admittedly involved in the process, thought the education center to be a valuable resource. SBWMA management estimates it costs \$150,000 annually to operate the education center. With 93,000 residential and 10,000 commercial SBWMA customers, the cost of the education center is less than \$1.50 per customer per year.

³ Restated Agreement Section 8.1.

Revenue Sources

SBWMA receives revenue from several sources: Tipping fees from Recology (a charge for the tonnage brought to Shoreway); proceeds from the sale of recycled material; and fees charged for materials brought to Shoreway by the public.

Collection Rates for Customers

Collection rate increases have been controversial and confusing because most Recology customers do not realize that each Member Agency sets collection rates within its jurisdiction. Rates are different for each Member Agency. For example: a 20-gallon cart in Foster City costs \$11.82 per month but in Hillsborough the same cart costs \$42.40.

There are many reasons for differences in rates among Member Agencies. For example:

- Each Member Agency negotiates its own contract with Recology for the services desired by it within its jurisdiction.
- Member Agencies may select different services. For example, one Member Agency opted to have recyclables picked up weekly rather than bi-weekly.
- Geographic differences in Member Agencies' jurisdictions can affect cost. Some locations are flat (less expensive to service) while some have narrow streets or hills (more expensive to service).
- Member Agencies may add additional fees such as franchise fees, street sweeping fees, vehicle impact fees, and rate stabilization fees.
- As explained below, amounts owing to Allied Waste at the end of its contract varied among Member Agencies.

In 2011, when the contracts with SBR and Recology began and the contract with Allied Waste ended, there was a balance of about \$11 million dollars owed to Allied Waste by the Member Agencies. Allied Waste had a cost plus contract with SBMWA, which meant it calculated costs and added a percentage for profit. Each year as costs continued to rise, Member Agencies owed more to Allied Waste. Some Member Agencies rolled over the balance due to the next year instead of raising rates. When the Allied Waste contract ended, however, these Member Agencies had to pay the remaining balance. Some paid the remaining balance from their own funds, while others raised customer rates. There were different amounts owed by Member Agencies, which also contributed to different rates among Member Agencies.

Another cause for increasing rates is that the Ox Mountain dumping facility increased its rates because less waste was being delivered to it as a result of increases in recycling.⁴

Yet another factor contributing to rate increases after Recology became the waste hauler was the labor contracts negotiated by Allied Waste before its contract ended but which remained binding on Recology. These contracts increased labor costs.

Rate and Billing Information

⁴ Ox Mountain has fixed operating costs that must be covered irrespective of the amount of waste disposed there. Thus, lower usage can result in a higher per unit cost.

Recology bills the residents and commercial businesses it serves and then pays the Member Agencies their fees. In all Member Agencies except for the City of San Mateo, Recology's billing statement to the customer contains only one charge and does not itemize other city charges. City of San Mateo customers receive an itemized statement showing the following additional city charges: waste, street sweeping, and landfill closure fee. Recology states it does this for the City of San Mateo because the City requested it. Recology can do this for other Member Agencies upon request. Waste collection rates are very complex. Itemizing the bill would remove some of the confusion and mystery from rate charges. During its investigation, the Grand Jury found that most Member Agencies' websites did not give detailed information on collection rates.

Governance of SBWMA

Since SBWMA was established, there has been discussion by some local lawmakers regarding whether elected officials or Member Agency senior management staff should be on the Board. Currently, only senior management staff serves on the Board.

Section 8.1 of the Restated Agreement states:

The SBWMA shall be governed and administered by a Board composed of one Director from each member. The Board shall exercise all powers and authority on behalf of the SBWMA. Each member must select its Director or the Director's designee alternate from the following positions:

- County, District, City or Town Manager, or the equivalent position
- County, District, City or Town Assistant Manager, or the equivalent position
- Finance Director or Assistant Finance Director, or the equivalent position
- Public Works Director or Assistant Public Works Director, or Environmental Programs Manager, or equivalent position⁵

Since adoption of the Restated Agreement, only senior management staff has served on the Board. The Grand Jury found through its interviews that there might be two reasons for this type of governance:

1. Member Agencies wanted to create a "buffer" between elected officials and waste contractors.
2. Most city councils showed little interest in having their members serve on the Board because waste disposal was not a "hot issue." In 1982, the waste industry was less complex than today - there was one contractor, BFI, which collected the waste and transported it to the disposal site that it operated.

Through its investigation, the Grand Jury discerned two principal questions pertaining to SBWMA governance:

⁵ 2008 San Mateo County Civil Grand Jury report on SBWMA, http://www.sanmateocourt.org/documents/grand_jury/2008/trashtalk.pdf

1. ***Is there a need to change the governance structure to have only elected officials or a combination of elected officials and senior management staff on the SBWMA Board?***

This question implies that elected officials might be able to provide better oversight and direction than the current Board composed of only senior management staff from a variety of departments. The answer to the question is determined by the level of operational expertise each Member Agency desires its Board representative to possess. If a higher level of expertise is desired, then the Board should be composed of senior management staff; if not, elected officials should be seated on the Board.

2. ***Were elected officials involved in the process that selected Recology as the new franchise waste hauler?***

This question implies that elected officials were not sufficiently involved in the selection of Recology. According to the following abbreviated timeline, however, elected officials were significantly involved with the decision to contract with Recology:

- September 2007 - Member Agencies approved release of the RFP for a waste hauler
- October 2008-February 2009 - Member Agencies approved the SBWMA's recommendation to select Recology
- May-June 2009 - SBWMA staff briefed the governing bodies of Member Agencies on the implications of key contract decision points (e.g., default cart-sizes, optional programs, performance bond)
- June 2009 – The governing bodies of Member Agencies confirmed key contract decisions
- June-July 2009 - Member Agencies commenced review of draft franchise agreements
- August 2009-February 2010 - Member Agencies executed franchise agreements as approved by their governing bodies

In 2005, the Restated Agreement, including the following amendments, was submitted to the Member Agencies for approval:

1. Establishing criteria to insure that only senior management Member Agency staff serves on the Board in lieu of the prior practice that allowed any agency staff appointed by each agency's City Manager, County Manager, or General Manager to serve.
2. Requiring that key Board actions (acquisition of real property, disposal of real property, entering into or amending franchise agreements for operation of facilities, and issuing or refinancing bonds) be authorized by a 2/3 vote of the governing bodies of the Member Agencies in lieu of action solely by the Board.

Legal counsel for SBWMA noted that the transfer of power from the Board to the governing body of the Member Agencies leaves to the elected officials of each Member Agency the most important decisions with the greatest structural and/or financial implications.⁶

At the time the Restated Agreement was under consideration, Belmont suggested that elected officials serve on the Board. In addition, a member of the Board of Supervisors and a member of the state legislature have called for elected officials to comprise the Board. A 2008-2009 Grand Jury report on SBWMA recommended that elected officials comprise the Board. Most recently,

⁶ San Carlos City manager's report to the city council, dated January 28, 2013

Redwood City organized the Task Force to study the feasibility of a structure change for the Board.

There are many models for waste collection boards around the state. Some are composed of elected officials only, some of staff members only, and some are a combination. Most individuals interviewed by the Grand Jury thought the Board should be composed of all elected officials or all senior management staff. They thought a mixed Board would not work as well.

Advantages and Disadvantages of Elected Officials Serving on the Board

The Grand Jury learned during its interviews that elected officials believe their perspective on issues such as collection rates would be more like that of a citizen than the perspective of a professional administrator. Having elected officials on the Board may give the public a sense that there is more direct control over the waste management service. Elected officials may be more proactive regarding informing the public and, given that they may be more sensitive to public scrutiny, they may be more likely to make decisions of which constituents approve.

Elected officials often have other careers and are generally very busy. Their time available to devote to waste management matters could thus be more limited, a disadvantage. Elected officials also have limited and variable terms of office thereby disrupting the continuity of the Board. Interviewees stated that there is a steep learning curve for new Board members. Several interviewees stated that elected officials might have outside pressure or influence from various groups in making their decisions. There also may be a need for more staff at SBWMA to assist elected official Board members, which might increase cost.

Advantages and Disadvantages of Staff Serving on the Board

Senior management staff provides professional management with experience in developing budgets, contracts, and long term planning. They generally have more time to devote to the duties of the Board because service on the Board is part of their “job description” and the time is anticipated and allocated. Many senior management staff members have served on the Board for several years and are very knowledgeable about SBWMA. Senior management staff has less pressure on it from outside influences. Senior management staff is more likely to make a sound business decision rather than a political one. Staff generally looks at the most efficient way to operate SBWMA

A possible disadvantage of senior management staff serving on the Board is inadequate communication between such staff and their governing councils. Interviews suggested that elected officials do not always have the information from the Board they feel they need. This is especially true in connection with setting collection rates.

Task Force Recommendation

The Daily Journal reported on May 2, 2013, that the Task Force had voted to recommend to the governing boards of the Member Agencies that the Restated Agreement be amended to change

the composition of the Board from senior management staff to an elected official from each governing body.⁷ The Task Force also recommended establishment of a technical advisory committee similar to that in place for the County Library joint powers authority.⁸ Each of these governing bodies will discuss and vote on the recommendations. The approval of eight of the twelve Member Agencies is required to amend the Restated Agreement.

One member of the Task Force advised the Grand Jury that the reason for the recommended change was that elected officials are required to vote on rate increases predicated on a budget approved by the Board, not the governing boards of the Member Agencies. This Task Force member also stated that the Task Force was of the view that elected officials are more sensitive to “fees” than senior management staff. This Task Force member was, however, unaware that many Member Agencies were including undisclosed fees and charges in waste service bills.

While this argument has some merit, the Grand Jury believes better communication between the Board member and his/her Member Agency can address the concern that the Member Agency does not have sufficient oversight of the SBWMA budget. Further, this concern is outweighed by the enhanced expertise and reduced exposure to outside influences provided by a Board composed of senior management staff. Therefore, after considering the evidence, the Grand Jury finds no compelling reason to change the current SBWMA governance structure from only senior management staff to only elected officials.

FINDINGS

- F1. One reason behind wanting to change the composition of the Board appears to stem from the public’s concern over rate increases and service changes.
- F2. The organizational structure of SBWMA is a complex issue that the public does not well understand.
- F3. The rates and the process of setting them are difficult to understand because so many variables, such as added city fees, come into play.
- F4. Customers would benefit from receiving itemized billing statements that show charges imposed by Recology and additional fees imposed by the relevant Member Agency.
- F5. Elected officials already have sufficient influence in the decision-making process because the governing body of each Member Agency must approve major decisions such as contracts and rate increases.
- F6. There is no demonstrable advantage to changing the Board composition from only senior management staff to only elected officials.
- F7. A technical advisory committee would be useful to a Board composed solely of elected officials if the Restated Agreement is amended to change SBWMA’s governance structure in this manner.

⁷ http://archives.smdailyjournal.com/article_preview.php?id=1770056 (May 13, 2013).

⁸ Interview with Task Force member.

RECOMMENDATIONS

The 2012-2013 San Mateo County Civil Grand Jury recommends that, each *Member Agency of SBWMA* do the following:

- R1. Disseminate more information to the public about SBWMA's operations, the role of its franchisees, and the rate setting process.
- R2. Request that Recology prepare a detailed billing statement for its customers that shows all charges imposed by Recology and itemizes all fees charged by the Member Agency.
- R3. Continue to appoint only senior management staff to the Board as stipulated in the 2005 Agreement.
- R4. If the Restated Agreement is amended to provide for a Board composed solely of elected officials, then put in place a technical advisory committee consisting of staff with technical experience in waste management.

The Grand Jury recommends that the *SBWMA Board* do the following:

- R5. Disseminate more information to the public about SBWMA's operations, the role of its franchisees, and the rate setting process through a variety of media.

REQUEST FOR RESPONSES

Pursuant to Penal Code Section 933.05, the Grand Jury requests the following to respond to the foregoing Findings and Recommendations referring in each instance to the number thereof:

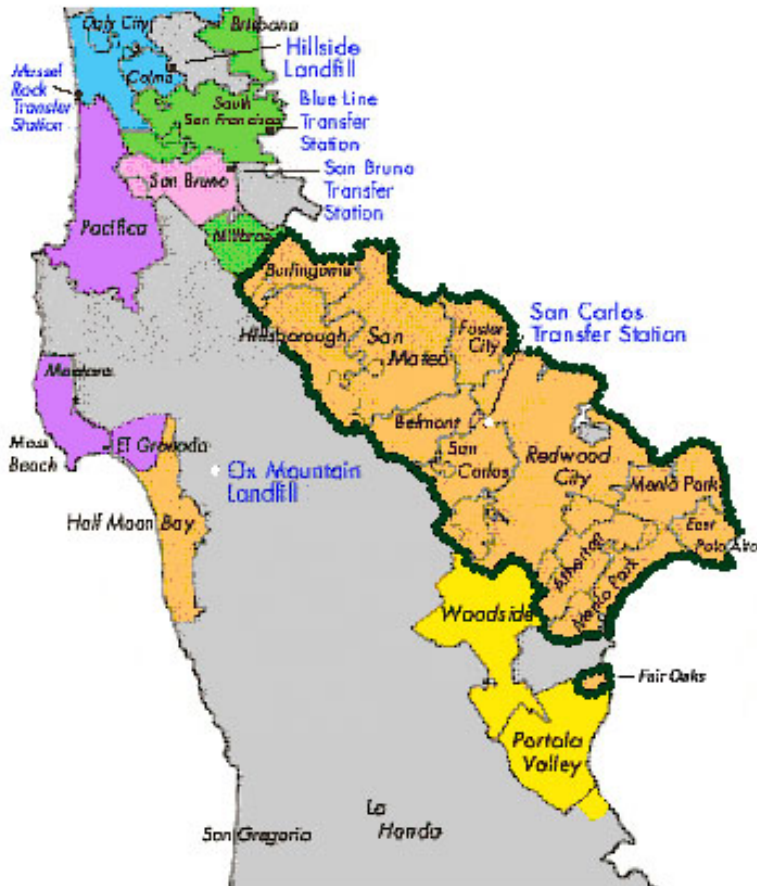
- SBWMA Member Agencies (Atherton, Belmont, Burlingame, East Palo Alto, Foster City, Hillsborough, Menlo Park, Redwood City, San Carlos, City of San Mateo, San Mateo County, and West Bay Sanitary District)
- South Bayside Waste Management Authority Board of Directors

The governing bodies indicated above should be aware that the comment or response of the governing body must be conducted subject to the notice, agenda, and open meeting requirements of the Brown Act.

Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury.

APPENDIX A

SBWMA Service Area



Issued: June 17, 2013

THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT G

Superior Court of California, County of San Mateo
Hall of Justice and Records
400 County Center
Redwood City, CA 94063-1655

JOHN C. FITTON
COURT EXECUTIVE OFFICER
CLERK & JURY COMMISSIONER

(650) 599-1210
FAX (650) 363-4698
www.sanmateocourt.org

June 17, 2013

RECEIVED

JUN 19 2013

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

**City Clerk's Office
City of Menlo Park**

Re: Grand Jury Report; "South Bayside Waste Management Authority Board – Elected Officials or Senior Management Staff"

Dear Councilmembers:

The 2012-2013 Grand Jury filed a report on June 17, 2013 which contains findings and recommendations pertaining to your agency. Your agency must submit comments, within 90 days, to the Hon. Richard C. Livermore. Your agency's response is due no later than September 16, 2013. **Please note that the response should indicate that it was approved by your governing body at a public meeting.**

For all findings, your responding agency shall indicate one of the following:

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

Additionally, as to each Grand Jury recommendation, your responding agency shall report one of the following actions:

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

Please submit your responses in all of the following ways:

1. Responses to be placed on file with the Clerk of the Court by the Court Executive Office.
 - Prepare original on your agency's letterhead, indicate the date of the public meeting that your governing body approved the response address and mail to Judge Livermore.

Hon. Richard C. Livermore
Judge of the Superior Court
c/o Charlene Kresevich
Hall of Justice
400 County Center; 2nd Floor
Redwood City, CA 94063-1655.

2. Responses to be placed at the Grand Jury website.
 - Copy response and send by e-mail to: grandjury@sanmateocourt.org. (Insert agency name if it is not indicated at the top of your response.)
3. Responses to be placed with the clerk of your agency.
 - File a copy of the response directly with the clerk of your agency. Do not send this copy to the Court.

For up to 45 days after the end of the term, the foreperson and the foreperson's designees are available to clarify the recommendations of the report. To reach the foreperson, please call the Grand Jury Clerk at (650) 599-1210.

If you have any questions regarding these procedures, please do not hesitate to contact Paul Okada, Chief Deputy County Counsel, at (650) 363-4761.

Very truly yours,



John C. Fitton
Court Executive Officer

JCF:ck
Enclosure

cc: Hon. Richard C. Livermore
Paul Okada

Information Copy: City Manager

ROBERT J. LANZONE
JEAN B. SAVAREE
GREGORY J. RUBENS

KATE KOSTRZEWA
KAI RUESS
CAMAS J. STEINMETZ

JEAN B. SAVAREE, Ext. 214
Email: jbs@adcl.com

LAW OFFICES
AARONSON, DICKERSON, COHN & LANZONE
A PROFESSIONAL CORPORATION
939 LAUREL STREET, SUITE D
SAN CARLOS, CALIFORNIA 94070
PHONE: 650-593-3117
FAX: 650-637-1401
www.adcl.com

MICHAEL AARONSON
(1910-1998)
KENNETH M. DICKERSON
(1926-2008)

Of Counsel:

MELVIN E. COHN
(Superior Court Judge/Retired)

LINDA J. NOESKE*
*Certified Specialist, Family Law
The State Bar of California
Board of Legal Specialization

July 1, 2013

VIA EMAIL TO admccintyre@menlopark.org
Alex McIntyre, City Manager
City of Menlo Park
701 Laurel
Menlo Park, CA 94025

Re: SBWMA Amended JPA Agreement

Dear Mr. McIntyre:

I am contacting you as counsel for SBWMA in order to request information on the Amended JPA Agreement currently being considered for adoption by all Member Agencies. It is our understanding that your City Council will consider the amendment on July 16, 2013.

If we are correct that your City Council will be acting on the amendment in July, would you please advise us what action will be taken as soon as possible after your Council acts? If approved, we request a copy of the Resolution, executed JPA and names/contact information for the designated Board representative and alternate.

The current JPA Agreement provides that amendments to the agreement are effective if approved by 8 Member Agencies. To date, we believe 5 members of the SBWMA (Atherton, Burlingame, Hillsborough, Redwood City and West Bay Sanitary District) have approved the Amended JPA Agreement as proposed; with San Carlos approving an alternate model. All remaining members (Belmont, East Palo Alto, Foster City, Menlo Park, San Mateo, and County of San Mateo) have scheduled this for consideration between July 16 and July 23, 2013. Given this schedule, it appears all Member Agencies will act on the request before the regularly scheduled July 25, 2013 Board meeting. Because of this, the Board at its June 27, 2013 meeting, voted to cancel the July 25, 2013 meeting, acknowledging that it would have no authority to meet or take action if 8 Member Agencies have approved and executed the Amended JPA Agreement prior to that date. If they have not, a special Board meeting may be scheduled in July to transact pending business. If 8 Member Agencies approve the Amended JPA Agreement in July, the next Board meeting will be held on August 22, 2013.

Receipt of the requested information will assist us in scheduling essential Board business items for consideration as we transition to the newly constituted Board. If 8 Member Agencies approve the Amended JPA Agreement and appoint representatives before the end of July, it may be possible to schedule a Special Meeting with the new Board in late July to select a Chair/Vice-Chair and provide the newly appointed Board with orientation material. That approach would be optional from staff's perspective because the newly constituted Board would then be better prepared for the August 22, 2013 meeting.

Thank you for your anticipated response. If you have any questions, please let me know.

Very truly yours,


Jean B. Savaree

JBS:mac

Cc: Bill McClure, City Attorney (via email to wlm@jsmf.com)
Chip Taylor, Board member (via email to cwtaylor@menlopark.org)

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
ADOPTING THE SECOND AMENDMENT TO THE SOUTH BAYSIDE WASTE
MANAGEMENT AUTHORITY JOINT POWERS AUTHORITY AGREEMENT**

WHEREAS, the South Bayside Waste Management Authority (SBWMA), also known as Rethink Waste, was formed in 1982 by the Joint Powers Authority among twelve member agencies in San Mateo County. SBWMA's primary goal is to provide cost-effective waste reduction, recycling, and solid waste programs to member agencies through franchised services; and

WHEREAS, in 2006, after a discussion of proposals to change the membership of the SBWMA Board of Directors, the Governing Bodies of the SBWMA Members instead voted for the first amendment to the SBWMA JPA to make several changes in the agency; and

WHEREAS, a Blue Ribbon Task Force was created in February 2013. The task force was formed to bring the member agencies together to discuss topics such as governance structure, work force, compensation, and the overall purpose or mission of the agency. The Blue Ribbon Task Force would explore and analyze alternative models and/or organizational efficiencies, and determine if they would then like to make recommendations on any of these topics to SBMWA member agencies.

WHEREAS, on April 16, 2013, Council unanimously voted to participate and nominated Mayor Pro Tem Mueller to serve as the representative on the task force; and

WHEREAS, during the April 24, 2013 Blue Ribbon Task Force meeting, the task force reached a consensus to move forward with a second amendment to the SBWMA JPA agreement. The proposed amendment modifies the composition of the Board from an executive employee of each member agency to an elected official.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Menlo Park hereby adopt the second amendment to the South Bayside Waste Management Authority Joint Powers Authority Agreement.

I, PAMELA I. AGUILAR, Acting 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 sixteenth day of July, 2013, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this sixteenth day of July, 2013.

Pamela Aguilar
Acting City Clerk

THIS PAGE INTENTIONALLY LEFT BLANK



OFFICE OF THE CITY MANAGER

Council Meeting Date: July 16, 2013
Staff Report #: 13-125

Agenda Item #: F-3

REGULAR BUSINESS: **Discuss Appointment of a New Representative to the Emergency Services Council (San Mateo County Joint Powers Authority)**

RECOMMENDATION

Staff recommends that Council discuss appointment of a new representative to the Emergency Services Council (San Mateo County Joint Powers Authority).

BACKGROUND

Each year, after the reorganization of the City Council, the Council appoints its various members to represent the city on certain committees with outside agencies.

In December 2012, Mayor Ohtaki was appointed as the delegate to the Emergency Services Council along with Councilmember Carlton as the alternate.

ANALYSIS

Mayor Ohtaki has indicated his need to vacate his seat on the Emergency Services Council, and therefore the City needs to designate a replacement.

The Emergency Services Council oversees the emergency planning, training, and exercises in the various cities and reviews and recommends policies, programs, and plans for adoption.

Regular meetings of the Emergency Services Council are held quarterly on Thursdays, from 5:00 pm to 7:00 pm. There is no membership fee associated with this appointment.

IMPACT ON CITY RESOURCES

There is no impact on City resources associated with this action.

POLICY ISSUES

There are no existing policy issues.

ENVIRONMENTAL REVIEW

The proposed action does not require environmental review.

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

Report prepared by:
Clay J. Curtin
Assistant to the City Manager



ADMINISTRATIVE SERVICES DEPARTMENT

Council Meeting Date: July 16, 2013
Staff Report #: 13-121

Agenda Item #: F-4

REGULAR BUSINESS: **Consider Updating the Compensation Policy for Unrepresented Management and Confidential Classifications**

RECOMMENDATION

Staff recommends that the City Council consider and approve a process to update the compensation policy for unrepresented management and confidential classifications. The City of Menlo Park does not have a recently adopted salary schedule for management or confidential staff.

BACKGROUND

On June 11, 2013, in conjunction with the adoption on the City's 2013-14 Fiscal Year budget, the City Council was asked to also adopt a Salary Resolution for Management and Confidential classifications.

This request was meant to accomplish two objectives:

1. Bring the City into compliance with CalPERS reporting requirements.

CalPERS requires the availability of a current authorized salary schedule adopted by the City Council for all classifications. In part, this provides confirmation that the salary paid to an employee is within the limits of the salary schedule set by the City Council. In addition, CalPERS has observed in past years that some agencies allowed significant increases in "PERSable" wages (the amount an employee's pension will be based on) in the final year of compensation. This requirement is meant to curb that abusive practice. Currently, unionized employees' salary ranges are only documented through their respective memoranda of understanding. The City needs to provide a similar promulgation for unrepresented employee salaries and incorporate it into a single Council-approved salary schedule of all classifications.

2. Bring the City in line with current best management practices while working towards implementing a clearly defined employee compensation policy.

The City Manager is focused on creating consistency and citywide systems that are standard industry practice. Establishing a single Council-approved salary schedule of all classifications, including the Management and Confidential

classifications, is just a first step. Many of the City's Human Resources policies are woefully out of date, including the related sections of the Municipal Code, the Personnel Rules, and the Management Benefit Plan. In addition, there are a myriad of legislatively required policies which should be incorporated or updated to reflect best practices. Once negotiations are completed with all of the labor groups, staff hopes to be able to begin to work on updating these systematically.

The proposed resolution presented to the Council in June was just a starting point and staff plans to continue to put in place updated and comprehensive policies.

Past Practices

Before laying out a plan for the future, it is valuable to understand the past practices.

In 1994, the City of Menlo Park implemented a Management Pay for Performance System utilizing a control point for its management/classified positions. (There are currently 15 classifications identified as management and three classifications identified as confidential.) Management positions are those considered appointed "at will" by the City Manager. Confidential positions are those considered to handle sensitive information which could create conflicts if they were to be comingled with an employee group or Union with non-confidential positions.

The system consisted of two parts: 1) an annual goal setting and performance appraisal process, and 2) a market-indexed compensation system that includes salary schedule adjustments and pay for performance bonuses. Attachment A provides an example of the Control Point system referenced in the 1994 memo from the then City Manager describing the Pay for Performance System. The Control Point approach to setting salaries was fairly common for municipalities in the late 1980's and early 1990's, but is not used as frequently today.

Historically, the City conducted an annual survey of comparable positions in fourteen cities of comparable size in San Mateo and Santa Clara counties. Market averages were then computed for each position, which the City then used to benchmark its salaries. The City set its control point through a complex formula for salaries at the average of the survey cities in order to maintain a reasonably competitive compensation structure in the marketplace. The same market survey approach is used when memoranda of understanding are being negotiated with the City's collective bargaining units (however, the Police have used a slightly different set of cities).

The 14 survey cities include the City/Town of:

- Belmont
- Burlingame
- Campbell
- Cupertino
-
- Foster City
- Los Altos
- Los Gatos
- Millbrae
- Pacifica
- Palo Alto
- Redwood City
- San Bruno
- San Carlos
- Saratoga

The City of Milpitas was originally included but for unknown reasons, later dropped. Similarly, the City of East Palo Alto has not historically been included, probably because it had not yet been incorporated when the survey cities were originally set.

As a result, with any adjustment in the range (decrease/increase) it was possible that the City Manager could, but not necessarily would, provide a merit increase for a Department Head. It is not clear whether, and under what authority, prior City Managers may have given merit increases to management employees. This could be due to either the lack of a Human Resources system and/or a lack of institutional knowledge due to employee turnover. Interestingly, the City of Menlo Park Municipal Code does not provide explicit authority for merit increases to management and/or confidential employees. Based on the common business practices in other municipalities, this lack of explicit authority on the part of the City Manager is rather unusual.

Setting this market range would not provide any automatic or even consistent pay adjustment to any affected employee; however, it could affect the allowable salary range if the City Manager was appointing a new management employee.

Further complicating this situation, the City Manager presently has the authority to hire a new employee and set that new employee's salary at the City Manager's discretion. This results in a frustrating conundrum of authority which allows appointment of a new Department Head at a higher salary than that of the separating experienced Department Head.

The City lacks the institutional knowledge to understand the full history of the logic of such an approach, but can verify based on the results of a recent survey that all of the other cities in San Mateo County provide authority to the City Manager to provide merit increase as their discretion, within the approved salary range.

Council Requested Action

On June 11, 2013, Council asked staff to return at a later date to provide greater depth of analysis on the proposed resolution for Management and Confidential employees.

Before drafting a compensation policy for Management and Confidential Employees and bringing the issue back to City Council for consideration, staff thought it appropriate to seek City Council feedback as to the recommended approach for revising the existing policy to incorporate best practices.

ANALYSIS

As previously stated, there are two main objectives before the City Council, 1) bring the City into compliance with CalPERS reporting requirements, and 2) bring the City in line with current best management practices while working towards implementing a clearly defined employee compensation policy.

CalPERS Compliance

The City of Menlo Park does not have a recently adopted salary schedule for all classifications. This will be developed and presented for City Council approval following the completion of the process and analysis recommended below.

Best Management Practices and Plan for Moving Forward

1. Create an annual Council-approved salary resolution inclusive of unrepresented Management and Confidential employees

A review of the historical documents indicates that the prior Council action affected only unrepresented management positions. In a closer scrutiny of the documents, it became clear that the three unrepresented confidential positions are not currently covered by any of the Memoranda of Understandings or by the actions regarding the management positions. These positions include the Executive Secretary to the City Manager, Human Resources Assistant and Human Resources Analyst. Due to the sensitive nature of the work they perform, these Confidential positions are not currently represented by any of the five unions which represent the other City employees. This schedule should be updated annually during the budget adoption process. The salary ranges for each classification are intended to provide both a minimum and maximum discretionary salary authority for the City Manager. Neither the City Manager nor the City Attorney is affected by this proposed resolution.

2. Replace the 20-year old Control Point system

While this Control Point approach does provide a reasonable market evaluation of the pay in other jurisdictions for a similar Department Head/Management position, it does not take into account the complexities or differences of the other jurisdictions, such as the size of the organization, the reporting relationships, or the internal relationships. Each City's business model functions differently based on the span of services and the governance principles of the City Council.

Staff will explore changing to a new system which would focus on total compensation market factors. While salary comparisons would remain relevant, staff would also explore factors including internal relationship to other positions, difficulty in attracting and retaining positions, and ability and willingness to pay.

3. Affirm City Manager Authority to Incentivize and Manage Performance

The Menlo Park Municipal Code specifically outlines the role and duties of the City Manager. It gives the City Manager specific authority to, among other things, serve as the administrative head of the city government under the direction and control of the City Council. The City Manager is responsible for the efficient administration of all affairs of the City which include: 1) to direct officers and employees. To control, order and give directions to all heads of departments, subordinate officers, and employees of the city, except the city attorney; and to transfer employees from one department to another, to consolidate or combine offices, positions, departments, or

units; and 2) to appoint and remove officers and employees, subject to personnel rules.

It is typical in municipal government for the City Council to approve a salary resolution outlining the minimum and maximum salary range for management employees, with the City Manager having explicit discretionary authority to adjust salaries within that range based on merit. Lack of such explicit authority reduces the ability of the City Manager to appropriately compensate employees for worthy performance and to recruit and retain top talent.

Due to the economic conditions over the last several years, employees were not receiving salary increases (management salaries were last increased in April 2007), so this possible lack of authority has not been a pressing issue. However, there has been significant turnover by Management employees in the past two years.

Of 15 Management classifications, there are currently:

- 2 current vacancies;
- 5 employees who have been with the City less than 1 year;
- 3 employees who have been with the City less than 2 years; and
- 5 employees who have been with the City greater than 3 years.

This turnover is significantly higher than prior years. Some turnover is good for the organization, bringing in new approaches and fresh ideas, but substantial turnover reduces the capacity of the staff to effectively manage the organization, depletes institutional knowledge, and the time and opportunity to explore new policy initiatives for the City Council, because the day to day work is so overwhelming for newer staff.

IMPACT ON CITY RESOURCES

Establishing salary ranges will not impact City resources immediately, although if and when merit increases are authorized, there will be a financial impact. The Fiscal Year 2013-2014 budget provides for limited salary increases for non-safety employees.

POLICY ISSUES

Fair and consistent human resource practices are critical to the efficient delivery of public services.

CONCLUSION

The purpose of this report is to recommend:

1. The City Council direct staff to return with a draft policy regarding setting salary ranges for Management classifications. The proposed ranges would be based on a combination of the relevant labor market (as defined by the 14 survey cities), scope of responsibilities, and internal reporting relationships. If approved by the City Council, this would not result in any automatic salary increase for any employee.

2. The new policy would include Confidential classifications with the Management classifications since the salaries for the three Confidential classifications are not included anywhere else. These salaries are to be set in a similar manner to the Management classifications defined above.
3. The policy would provide explicit authority to the City Manager to increase (or decrease) compensation commensurate with an annual evaluation of the work performed by the Management and Confidential employees. Initially, this would not result in any automatic salary increase for any employee.
4. The Resolution would be presented annually during the budget adoption process, reflecting the salary ranges for each of the Management and Confidential classifications.

Once a compensation policy is adopted, staff will return with a draft policy including any changes and the salary range information for consideration by City Council.

It should also be noted that while the City Manager and City Attorney's salaries should be included in the Resolution, both are covered by individual contracts which set out salary and benefits. Neither would necessarily be covered by the proposed compensation policy, unless the City Council wished to use the same policy principles.

ENVIRONMENTAL REVIEW

A compensation policy is not subject to environmental review.

PUBLIC NOTICE

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

ATTACHMENTS

- A. Excerpt from 1994 Memo by City Manager Jan Dolan regarding Pay for Performance System and sample worksheet

Report prepared by:

Clay J. Curtin
Assistant to the City Manager

Starla Jerome-Robinson
Assistant City Manager

Pay for Performance System

The Pay for Performance System (PPS) is recommended for implementation in January 1995. The PPS was developed after reviewing several such systems; it incorporates many of the principles and components of the City of Sunnyvale system.

The basic components of the system are:

1. Control Point:

a. In the base year (1995), a control point is established for each management position equal to the average compensation of the 15 survey cities from the survey conducted in Feb. 1994 or 105% of the current compensation for the position, whichever is higher. Compensation is defined as salary plus PERS.

b. Thereafter, starting in January 1996 the control point will be established annually by, 1.) computing the average of the surveyed cities, 2.) computing the difference between the Menlo Park class and the average as a plus (+) or minus (-) percentage figure, 3.) developing an overall percentage adjustment using the previously agreed to percentage increases for non-management personnel and/or other measurable financial data such as the CPI, 4.) the overall percentage adjustment is then applied to the percentage difference between the Menlo Park classes and the average in the market survey to set the control point. For example, if the overall average increase is 5% and the current control point of a management class is 1% over the average in the survey, the control point for that class is set at 4% over its present point. If on the other hand the class is 1% under the average in the survey, the control point is set at 6% over the present point.

c. The exception to the above is where there are insufficient market comparisons and/or there are horizontal or vertical relationships that are desirable to maintain. In such cases, the control point for a class that has no valid market comparison may be adjusted the same amount as another related class that does have a comparison or a class may be related upward or downward to another class. There are three classes (positions) that currently fit this category; they are Police Commander-Support Services, Transportation Manager and Director of Maintenance.

2. Performance Review / Pay Determination

a. Managers are evaluated annually. Based on the evaluation, each manager receives an overall point rating which is used to determine the manager's compensation relative to the control point and whether and how much the manager receives as a bonus.

The evaluation system, point system, and compensation and bonus table as well as examples are attached.

SUMMARY

1. The proposed compensation and bonus program for 1994 is a 3% increase for ten of the thirteen management employees effective Feb. 1, 1994; the proposed increase for the ACM is 3% plus 5% and for the Finance Director it is 3% plus 7% to adjust for market conditions and the new Police Commander will receive 5% July 1, 1994. In addition the City Manager may grant bonuses of up to \$5000.

2. In January 1995, a Pay for Performance System will be implemented that takes into account performance and market conditions.

SAMPLE

CONTROL POINT SETTING WORKSHEET

Basic Adjustment 5%

Position: Manager

Current Control Pt.: \$52,000

I. MARKET COMPARISON METHOD

<u>Agency</u>	<u>Position</u>	<u>Annual Compensation</u>
San Carlos	Manager	\$50,000
Foster City	Manager	\$55,000
Los Gatos	Manager	\$49,700
Belmont	Manager	\$51,500
Market Average		<u>\$51,550</u>
Menlo Park Current Control Pt.		<u>\$52,000</u>
Difference in \$		<u>\$450</u>
Difference in %		<u>+ .9%</u>
Difference in % to nearest .5%		<u>+1%</u>
Basic Adjustment		<u>3%</u>
Adjustment		<u>2%</u>
New Control Point		<u>\$53,040</u>

II. Lateral Equity Method (inadequate market information for comparison)

Classification compared with (another equivalent position)
 New Control Point (whatever the compensation or control pt. is for the equivalent position)

III. Vertical Relationship Method

Classification related to (Higher Level Manager)
 New control point for related position \$58,000
 Plus or minus % relationship to related position -5%
 New Control Point \$55,240

THIS PAGE INTENTIONALLY LEFT BLANK



COMMUNITY SERVICES DEPARTMENT

Council Meeting Date: July 16, 2013
Staff Report #: 13-129

Agenda Item #: I-1

INFORMATIONAL ITEM: Belle Haven Visioning Process and Community Action Workshop Update

RECOMMENDATION

This is an information item and does not require Council action.

BACKGROUND

Given recent major land use changes adjacent to Belle Haven Neighborhood including Menlo Gateway and Facebook as well as the State's dissolution of Redevelopment Agencies and the need to invest city funds on the services that are of the highest priority to residents, the Council approved funding for a comprehensive community vision process in Belle Haven in September 2012. This process is designed to engage residents and stakeholders in identifying the highest-priority services and programs for the Belle Haven community and create an action plan to guide future implementation.

The process, facilitated by consultants from MIG and City Community Services staff, began in January 2013 and culminated in a Community Action Workshop for Belle Haven neighborhood residents on June 20, 2013. At the workshop, neighborhood residents were presented with the findings that came from all of the community outreach and neighborhood engagement activities that occurred over the past few months. Residents had the opportunity to weigh in on what was heard and to prioritize the high priority outcomes and action items for the neighborhood. Lastly, residents along with City staff and leaders began to discuss how they could take action on the most important issues as well as getting commitments from residents and City leaders on moving forward and determining the next steps in the process. Overall, this process seeks to organize and position the community to work effectively with the City and other groups to advocate for its needs and priorities now and in the future.

In July, the consultants from MIG will provide the final Belle Haven Community Vision which will include a high-level action plan and next steps for the City and Belle Haven residents and stakeholder groups. The Community Vision and recommendations to the City Council will be presented at the City Council's regular meeting on August 20, 2013.

ANALYSIS

Highlights of the process include:

- Over 80 residents attended a Kick-Off meeting on January 29 that introduced the MIG team and solicited names to serve on the neighborhood Outreach Team.
- On February 19, the public recruitment for the Outreach Team Associates began.
- On March 21, the Outreach Team, composed of four Belle Haven residents, was introduced at a Community Meeting along with the new Police Chief (40 people attended). The Outreach Team includes 3 bi-lingual members.
- In March, the first neighborhood newsletter about the process was distributed in English and Spanish.
- In March, the City launched a web page dedicated to the Visioning Process www.menlopark.org/bellehaven.
- In April, on-line survey tools became available on the Visioning Process web site as well as hard copies for distribution.
- On April 2-9, the Outreach Team received their training.
- On April 11-June 7, the Outreach Team canvassed the neighborhood, met with people at events and intercept activities, participated in community conversations, and conduct small group discussions.
- On April 20, nearly 300 people attended a Community Visioning Fair at the Senior Center that included interactive activities for resident input, 10 community organizations, children's activities, lunch and free plant giveaway for Earth Day!
- In May, the second neighborhood newsletter about the process was distributed in English and Spanish.
- On May 16, 2013, 25 people attended a Community Meeting which included an update to residents on the neighborhood outreach and a community conversation and dialogue with the Police Chief around the newly proposed police sub-station.
- On June 7, all community conversations had been completed along with an extensive door-to-door canvassing of the neighborhood.
- On June 20, 2013, 50 people attended a Community Action Workshop which included a presentation of the findings from the Community Vision Outreach, an interactive exercise to review and prioritize potential action items generated by the community, group dialogues on key issues, and commitments made to support residents' top neighborhood goals and invitation to form action teams.

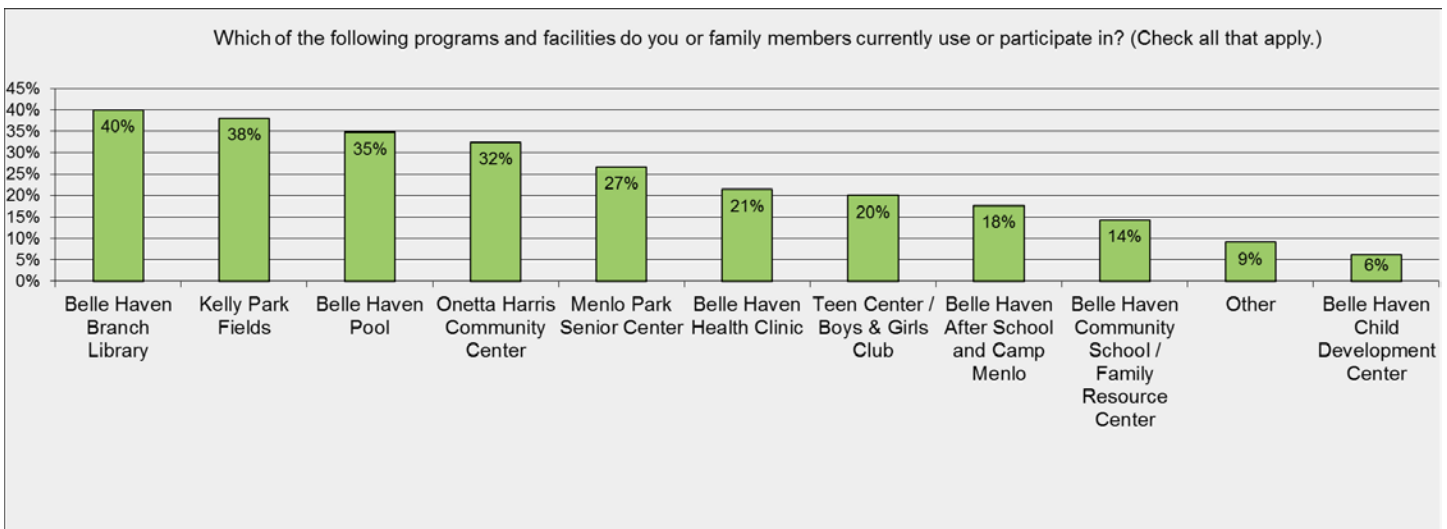
The highlights of the results of the Belle Haven Community Vision Questionnaire are included below (the complete results of the survey can be found in Attachment A):

- 244 questionnaires were submitted by community members.
- 75% were completed in English and 25% completed in Spanish.
- 85% completed printed questionnaires and 15% completed online.
- 79% of respondents were residents of Belle Haven, 8% do not live there but use Belle Haven services, 5% work or volunteer in Belle Haven, 5% live in other

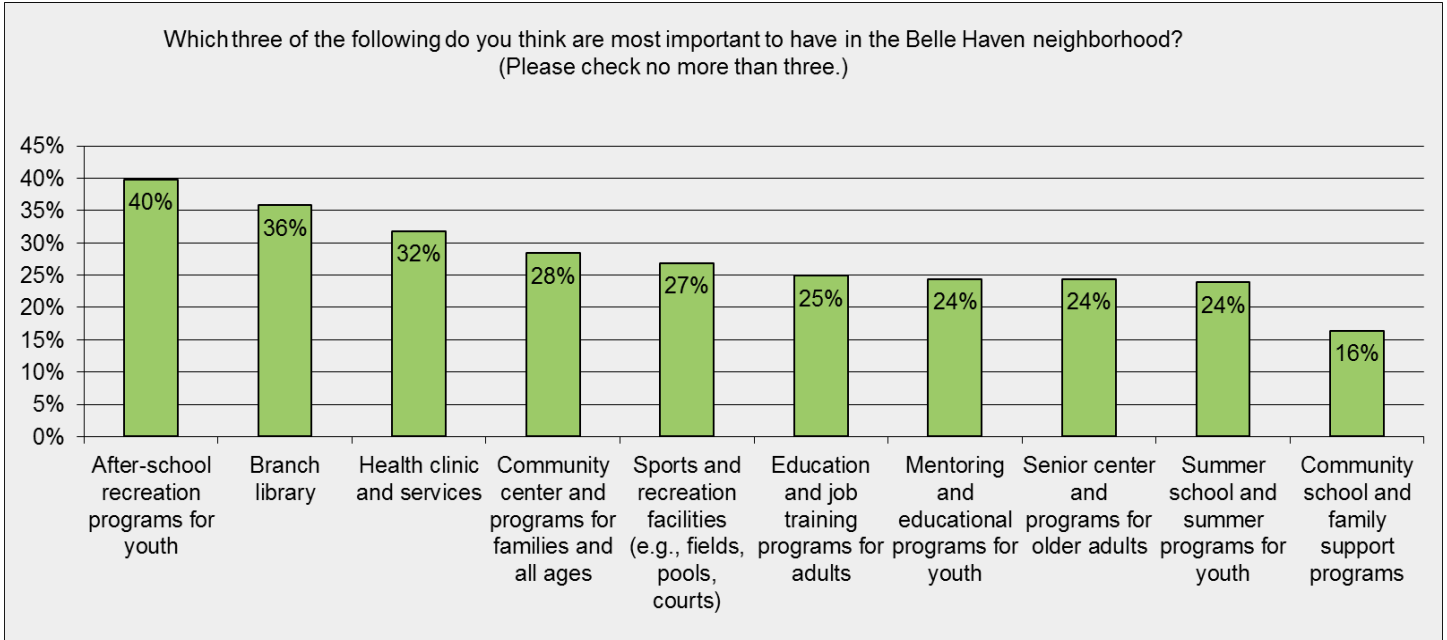
Menlo Park neighborhoods, 2% live/work outside Belle Haven, 1% attend worship services in Belle Haven.

- Primary language is 54% English, 41% Spanish, and 4% other.
- 61% of respondents lived in Belle Haven 10 years or less.
- 50% of respondents own their home and 50% rent.
- 58% Hispanic or Latino, 15% Caucasian, 12% African-American, 12% Asian/Pacific Islander, 5% other (respondents asked to check all responses so total is greater than 100%)

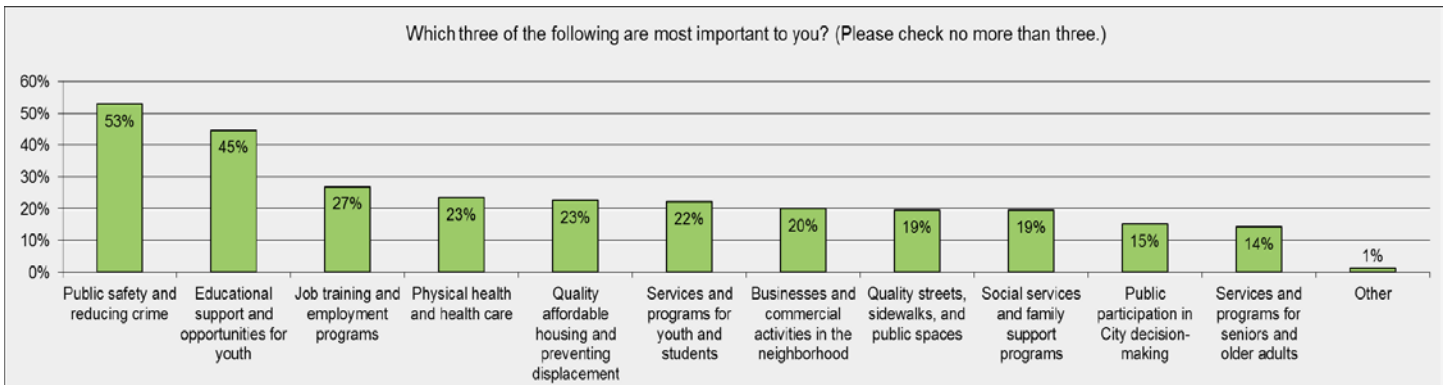
When survey respondents were asked what were the Belle Haven programs and services they use or participate in, the Belle Haven Branch Library, Kelly Park Fields, Belle Haven Pool and Onetta Harris Community Center were among the top responses.



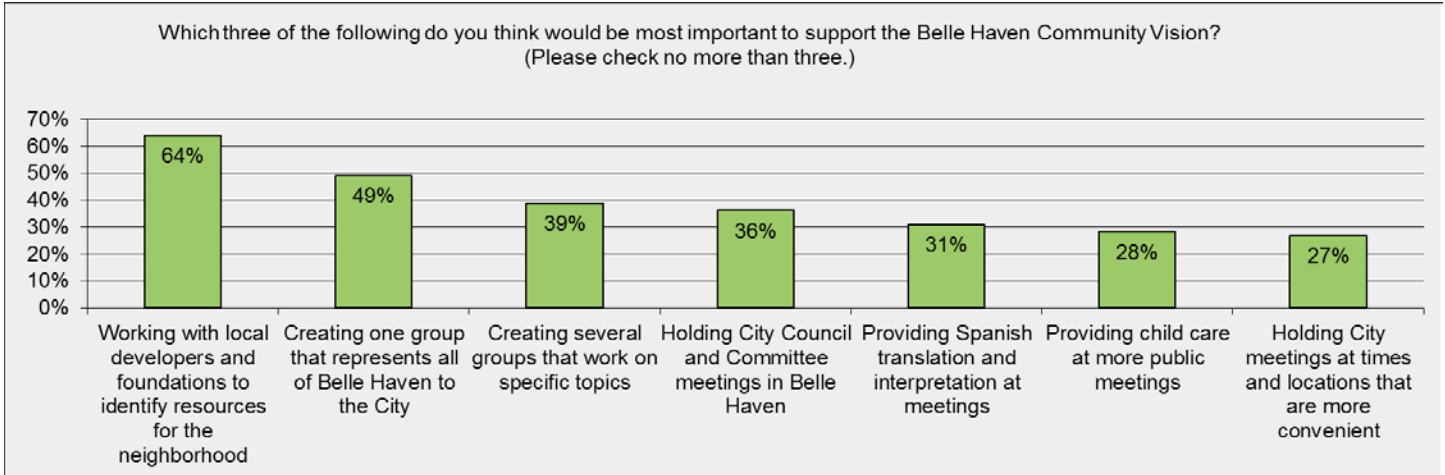
When survey respondents were asked what were the most important programs and services to be provided in the neighborhood, after school recreation programs, a Branch Library, Health Clinic and Community Center rounded out the top responses with several others receiving a similar response.



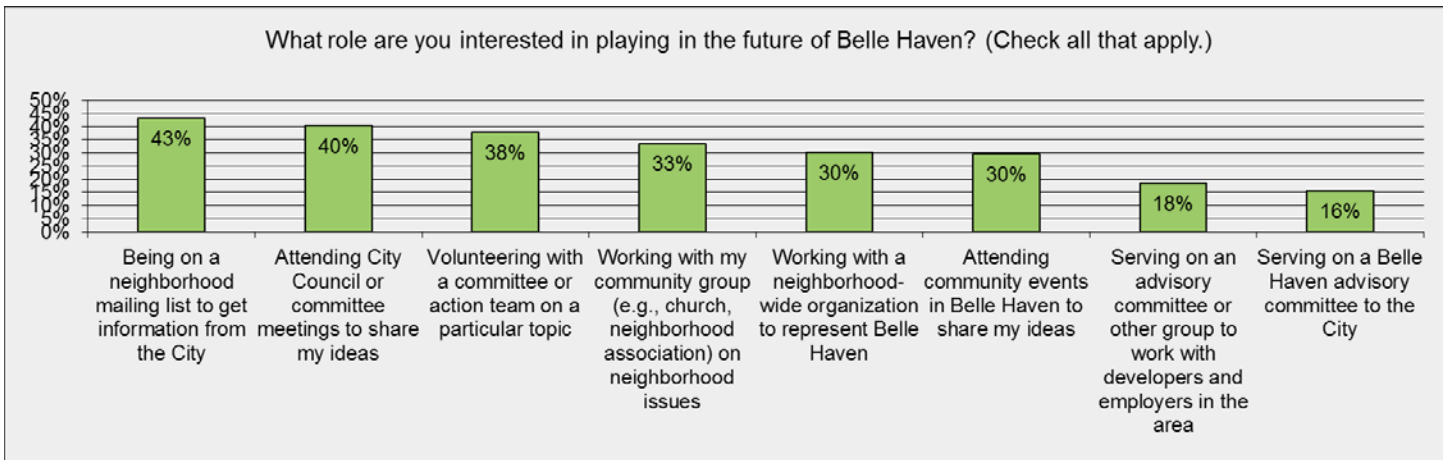
When survey respondents were asked to choose their top three aspects or components of the neighborhood which were most important to them, Public Safety and Reducing Crime, Educational Support and Opportunities for Youth, and Job Training and Employment Programs were among the top responses which have been consistent to the feedback we have hearing throughout the process.



Surveyed respondents were asked what they thought were the most important components for continued support the Belle Haven Community Vision and they indicated that Working with local developers and foundations to identify resources for the neighborhood and Creating one group that represents all of the Belle Haven neighborhood to the City were the most important. The others that received significant support included creating several groups that can work on specific topics of the Vision and to continue to hold City Council Meetings in Belle Haven.



An important component of the Community Vision is the role that neighborhood residents would want to play in moving the Vision forward. Responses to this question were fairly spread out with making sure they were included on a neighborhood mailing list to get information from the City, attending a City Council or Committee meeting to share their ideas and volunteering with a committee or an action team on a particular topic.



SUMMARY OF FINDINGS FROM THE COMMUNITY VISION OUTREACH AND COMMUNITY ACTION WORKSHOP

The following is a summary of findings from the Community Vision Outreach and prioritization of neighborhood goals and potential action items at the Community Action Workshop on June 20, 2013:

The following is a list of the common themes from Community Vision Outreach and potential action items that were provided by neighborhood residents during the community outreach. Residents were asked to prioritize the action items that were most important to them through a dot-ranking exercise. Only the top two under each theme

are provided below but a comprehensive list of potential action items and the results of interactive dot-ranking exercise at the event is included in Attachment B.

City Services and Programs

1. Provide more afternoon and evening activities for youth and high-school age students including drop-in programs and places.
2. Improve quality and diversity of programs and classes.

Economic Opportunity and Job Training

1. Pursue or expand partnerships with local businesses to support internships, mentoring or hiring opportunities.
2. Increase service learning opportunities for students.

Educational Quality and Access

1. Investigate the option of joining Menlo Park City School District
2. Support free or affordable homework programs

Neighborhood Infrastructure and Aesthetics

1. Consider a sliding scale permitting fee to help residents keep up with maintenance.
2. Organize resident efforts to clean up the neighborhood and make minor property improvements.

Public Safety and Crime Prevention

1. Create additional educational and recreational options for youth to help prevent crime.
2. Organize neighborhood watch groups.

Traffic and Safety

1. Reduce speed near schools and areas where children often walk.
2. Pursue incentives and programs to reduce driving.

Working Effectively with the City

1. Meet neighborhood groups to discuss neighborhood history and issues of distrust.
2. Consider providing a dedicated Council position for Belle Haven.

After voting and suggesting new action items, the large group of participants at the Community Action Workshop split into three smaller groups to discuss the most popular topics – public safety and crime prevention; educational quality and access; and traffic and safety. In each group, facilitators identified 2 or 3 top priorities and discussed what tangible steps residents could take to work towards these actions. Where appropriate, City staff and officials offered ways to support neighbors in those efforts. Groups also discussed creating action groups or other leadership structures to work directly with the City or other groups to further their goals.

Key discussion points from each group are presented below.

Traffic and Safety

Top priorities discussed:

- Reduce speed near schools and areas where children often walk
- Pursue incentives and programs to reduce driving

Neighborhood action items:

- Speed near schools
 - Recruit parents or others to be volunteer crossing guards
 - Meet with City staff to look into speed bump installation or other options
 - Find the Safe Routes to Schools Plan and ask Ravenswood School District to post it online
 - Consider filling the Transportation Commission vacancy
 - Meet with Police Chief Jonsen to discuss school safety protocols
 - Connect with Bike Commission, School Site Council and others to discuss
- Reduce driving in neighborhood
 - Look into using survey monkey and/or Next Door to find out why people are driving
 - Ask Next Door to send a mailer to all Belle Haven addresses
 - Identify and promote existing ride-share resources
 - Explore opportunities for new or expanded ride-share resources (e.g., Zim Ride)
 - Pursue an outdoor bulletin board to share information

City action items:

- Speed near schools
 - Identify staff resources for traffic calming, Safe Routes information
 - Convene a meeting with MPPD and transportation staff to discuss school safety

Educational Quality and Access

Top priorities discussed:

- Investigate the option of joining the Menlo Park City School District
- Support free or affordable homework programs; create more family participation in the schools

Neighborhood action items:

- Investigate the option of joining the Menlo Park City School District
 - Schedule a meeting with the subcommittee members at the Belle haven School, hosted by Marco Chavez, Ravenswood School District Board
 - Create a distribution list with the residents and officials that volunteered to be part of the education committee during the vision workshop, and keep advancing the issue

- Support free or affordable homework programs; create more family participation in the schools
 - Encourage local non-profits to work with Belle Haven schools
 - Identify and organize volunteer counselors and tutors for students and families
 - Support service learning / community service in the community

Ravenswood School District action item:

- Convene a meeting at Belle Haven School to discuss education issues

City action items:

- Provide a consultant to work with the neighborhood and education committee
- Provide community capacity-building activities for working effectively with the City and addressing the education issue
- Identify a City Council member to champion the process
- Investigate the status of the Ravenswood School District

Public Safety and Crime Prevention

Top priorities discussed:

- Create additional educational and recreational options for youth to help prevent crime
- Organize neighborhood watch groups

Neighborhood action items:

- Create additional educational and recreational options for youth to help prevent crime
 - Identify and promote youth programs (e.g., summer employment programs)
 - Pursue an outdoor community bulletin board to share information
- Organize neighborhood watch groups
- Build relationships with neighbors, youth and police
 - Participate in an on-going series of dialogues with Chief Jonsen, City deputies and law enforcement officers
 - Participate in August 6th National Night Out
- Develop a community advisory council to support public safety and crime prevention goals

City / Police Department action items:

- Continue dialogues with Belle Haven residents and community organizations
- Host a workshop on burglary prevention
- Identify additional venues to communicate with residents

NEXT STEPS:

1. City staff will meet with key stakeholders and residents who volunteered to participate on action teams around the top three neighborhood priorities.
2. City staff will work with key stakeholders and residents to identify immediate achievable outcomes “quick wins” that the neighborhood residents, City and other groups can accomplish in the short term as well as identifying additional stakeholders, resources and support needed to accomplish long term outcomes.
3. Identify neighborhood residents who along with City staff will present the Final Community Vision and recommendations to the City Council at their August 20 meeting.

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. Belle Haven Community Questionnaire Results
- B. Community Action Workshop Dot-Ranking Exercise of Priority Goals and Potential Action Items

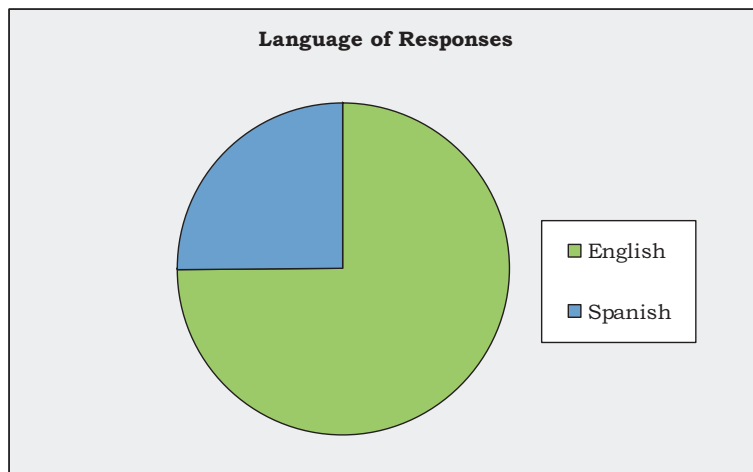
Report prepared by:
Derek Schweigart
Assistant Director Community Services

THIS PAGE INTENTIONALLY LEFT BLANK

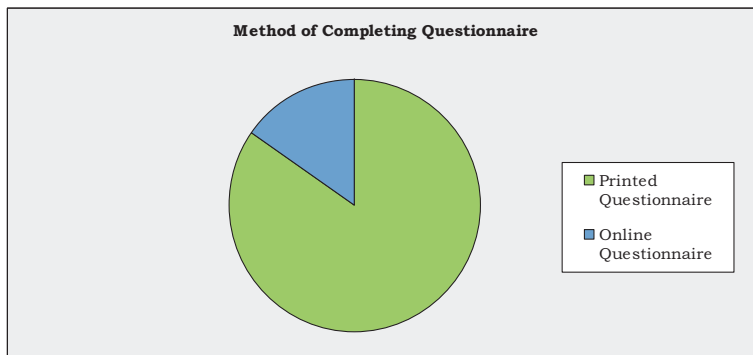
Belle Haven Community Vision Community Questionnaire Results

A total of 244 questionnaires were submitted by community members. This total includes:

Language of Responses		
Answer Options	Response Percent	Response Count
English	75%	182
Spanish	25%	62
TOTAL	100%	244



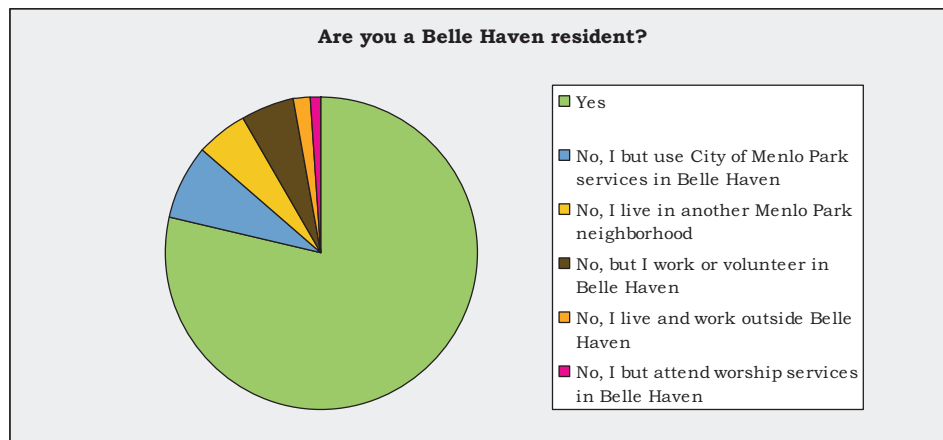
Method of Completing Questionnaire		
Answer Options	Response Percent	Response Count
Printed Questionnaire	85%	207
Online Questionnaire	15%	37
TOTAL	100%	244



Questionnaire responses are detailed below.

Please note that all percentages given represent the percentage of those who answered the question who gave that particular answer; neither counts nor percentages include the “no answers.” Also, for those questions requiring a limited number of choices – if a respondent gave more than the allowed number of answers to a question, that response was considered to be “no answer” and was not included.

Question 1: Are you a Belle Haven resident?		
Answer Options	Response Percent	Response Count
Yes	78%	190
No, I but use City of Menlo Park services in Belle Haven	8%	19
No, I live in another Menlo Park neighborhood	5%	13
No, but I work or volunteer in Belle Haven	5%	13
No, I live and work outside Belle Haven	2%	4
No, I but attend worship services in Belle Haven	1%	3
TOTAL	100%	242



Question 2: If you live in Belle Haven, how long have you lived here?

Answer Options	Response Percent	Response Count
3-5 years	21%	43
0-2 years	21%	42
11-20 years	21%	41
6-10 years	19%	38
21 years or longer	18%	37
TOTAL	100%	201

Question 3: Do you rent or own your home?

Answer Options	Response Percent	Response Count
Rent	50%	107
Own	50%	105
TOTAL	100%	212

Question 4: Do you or members of your family currently attend any of the following schools?

Answer Options	Response Percent	Response Count
Belle Haven	39%	85
No one in my family is currently in school	30%	65
Other	18%	39
Menlo Atherton	18%	38
Willow Oaks	7%	16
Beechwood	5%	11
Belle Haven Child Development Center	5%	11
EPA Academy	3%	6
Family Connections	2%	5
Mid-Pen High School	2%	5
TOTAL	N/A¹	216¹

¹ Note that since respondents were asked to check all responses that apply, the percentages of each response selected add up to more than 100%.

Schools specified under “Other:”

- Chavez
- College (x2)
- Eastside College Prep (x5)
- Encinal Elementary
- ESU Eastbay
- Foothill College
- Garfield
- Heather School (x2)
- Hillview Middle School
- Hoover
- I am Head of School at Mid-Peninsula High School
- Internation School of the Peninsula - in Palo Alto - Private French-English school
- Kirkhouse pre-school
- Laurel (x2)
- MPCSD, since I am an employee
- My daughter will enter Belle Haven kindergarten this year, hopefully.
- Oak Knoll
- Ormondale (x2)
- Palo Alto
- Phoenix Academy
- Portola Valley
- Redwood High School
- San Francisco 49ers Academy
- Sandpiper
- Sequoia High School (x2)
- Tinsley-Laurel (x2)
- Tinsley Transfers
- Woodside Elementary (x2)

Question 5: What community groups are you involved with, if any?

- Belle Haven Neighborhood Association (x8)
- Churches (x4)
- Boys and Girls Club (x3)
- Homeowner Association (x3)
- Belle Haven Community Foundation (x2)
- Belle Haven Community Fund (x2)
- Belle Haven Visioning Community Meetings (x2)
- ALCF Growth Group
- Beechwood School

- Belle Haven Library
- Belle Haven School Site Council
- Carolyn Clark: run for office
- CNG
- Community School Board/partners
- CPNDEC Crime Prevention based at 605 Hamilton Ave, Menlo Park, CA 94025
- East Palo Alto Family "Y" Boardmember
- Friending Belle Haven (Facebook employee group)
- Library Commission
- Mid-Peninsula Athletic Association
- Neighborhood group
- Organizations assisting disabled people
- Palo Alto
- Parents Committee in Belle Haven
- Ravenswood
- Senior organizations
- Sostan after school program
- SSC
- Teachers of Belle Haven

Question 6: Which of the following programs and facilities do you or family members currently use or participate in? (Check all that apply.)

Answer Options	Response Percent	Response Count
Belle Haven Branch Library	41%	81
Kelly Park Fields	39%	76
Belle Haven Pool	35%	69
Onetta Harris Community Center	32%	63
Menlo Park Senior Center	26%	52
Belle Haven Health Clinic	23%	45
Teen Center / Boys & Girls Club	21%	41
Belle Haven After School and Camp Menlo	18%	36
Belle Haven Community School / Family Resource Center	14%	28
Other	8%	15
Belle Haven Child Development Center	7%	13
TOTAL	N/A²	197²

² Note that since respondents were asked to check all responses that apply, the percentages of each response selected add up to more than 100%.

Programs and facilities specified under “Other:”

- CNG (x2)
- A medical van that provides free physicals, vaccinations every 6 months
- Bargess
- Belle Haven Summer Program
- Building Futures Now
- East Palo Alto Family YMCA
- Our soccer team plays on the field at the community center
- Ravenswood Center
- Willow Clinic
- Main Menlo Park Library and pool; nothing in Belle Haven

Question 7: Which three of the following do you think are most important to have in the Belle Haven neighborhood? (Please check no more than three.)		
Answer Options	Response Percent	Response Count
After-school recreation programs for youth	39%	74
Branch library	37%	69
Community center and programs for families and all ages	28%	53
Community school and family support programs	17%	32
Education and job training programs for adults	25%	48
Health clinic and services	33%	62
Mentoring and educational programs for youth	24%	46
Senior center and programs for older adults	25%	48
Sports and recreation facilities (e.g., fields, pools, courts)	27%	51
Summer school and summer programs for youth	23%	43
TOTAL	N/A³	189³

³ Note that since respondents were asked to check all responses that apply, the percentages of each response selected add up to more than 100%.

Programs and facilities specified under “Other:”

- An improved school system
- Drug and crime prevention programs for teens
- Full branch library with not only the stellar children's collection that currently exists, but also an adult collection
- Parks
- Quality Education for Youth. By quality I mean access to public schools that are not underperforming schools. (Please count this as 2 votes for me)
- Zero crime

Question 8: Which three of the following are most important to you? (Please check no more than three.)		
Answer Options	Response Percent	Response Count
Public safety and reducing crime	53%	115
Educational support and opportunities for youth	45%	98
Job training and employment programs	27%	58
Physical health and health care	24%	53
Quality affordable housing and preventing displacement	24%	52
Services and programs for youth and students	22%	48
Businesses and commercial activities in the neighborhood	20%	44
Social services and family support programs	20%	44
Quality streets, sidewalks, and public spaces	19%	42
Services and programs for seniors and older adults	15%	32
Public participation in City decision-making	14%	30
Other	1%	2
TOTAL	N/A⁴	218⁴

⁴ Note that since respondents were asked to check up to three responses, the percentages of each response selected add up to more than 100%.

Services and Amenities specified under “Other:”

- Enforcement of city codes and landowners being held accountable for what happens on their properties, especially the absentee landlords who allow situations that add to neighborhood blight
- Mall

Question 9: Please briefly describe your vision for an improved Belle Haven.

98 respondents submitted comments in response to this question.

- Most common emerging themes:
 - Improved safety and security in the neighborhood
 - Improved schools and opportunity for education; create a unified school district throughout Menlo Park that includes Belle Haven.
 - Equity with the rest of Menlo Park
 - Increased amenities including more local businesses – groceries, stores and/or a mall, services
 - More programs for youth and families, including job training/improved employment options
 - Improved community services and resources
 - Community beautification (cleanliness, green space, inviting mix of uses)
 - More community involvement, working together
- Other notable emerging themes:
 - Library
 - Community center, improved recreational and sports programs/facilities
 - Better housing (more, affordable, lower density)
 - More reading and English classes for all ages
 - Improved connectivity, pedestrian safety
 - Transit: Increased transit options and bus shelters

Question 10: Which three of the following do you think would be most important to support the Belle Haven Community Vision? (Please check no more than three.)		
Answer Options	Response Percent	Response Count
Working with local developers and foundations to identify resources for the neighborhood	65%	133
Creating one group that represents all of Belle Haven to the City	50%	101
Creating several groups that work on specific topics	39%	80
Holding City Council and Committee meetings in Belle Haven	35%	71
Providing Spanish translation and interpretation at meetings	32%	65
Providing child care at more public meetings	27%	56
Holding City meetings at times and locations that are more convenient	27%	55
TOTAL	N/A⁵	204⁵

⁵ Note that since respondents were asked to check up to three responses, the percentages of each response selected add up to more than 100%.

Question 11: What role are you interested in playing in the future of Belle Haven? (Check all that apply.)		
Answer Options	Response Percent	Response Count
Being on a neighborhood mailing list to get information from the City	45%	86
Attending City Council or committee meetings to share my ideas	40%	77
Volunteering with a committee or action team on a particular topic	39%	75
Working with my community group (e.g., church, neighborhood association) on neighborhood issues	35%	67
Working with a neighborhood-wide organization to represent Belle Haven	32%	62
Attending community events in Belle Haven to share my ideas	34%*	57*
Serving on an advisory committee or other group to work with developers and employers in the area	18%	34
Serving on a Belle Haven advisory committee to the City	16%	30
TOTAL	N/A⁶	193⁶

* This answer option was inadvertently left off of the Spanish version of the questionnaire (it was added once the mistake was discovered). Only 166 of the 193 questionnaires included this response option, so the totals given represent the percentage of those questionnaires only.

⁶ Note that since respondents were asked to check all responses that apply, the percentages of each response selected add up to more than 100%.

Question 12: What are the challenges or issues that would prevent you from participating in this process? (Check all that apply.)		
Answer Options	Response Percent	Response Count
I am already busy with work and/or family	51%	101
I need more information	29%	58
Meeting times don't fit with my work schedule	20%	40
Not sure	19%	38
Other	13%	26
I need to find paid work before I can volunteer	10%	19
I don't have child care	10%	19
I'm not interested	7%	13
TOTAL	N/A⁷	200⁷

⁷ Note that since respondents were asked to check all responses that apply, the percentages of each response selected add up to more than 100%.

Part 4: About You (Optional Questions)

Question 13: What is your race or ethnic identification? (Check all that apply.)		
Answer Options	Response Percent	Response Count
Hispanic / Latino	58%	132
White / Caucasian	15%	33
African-American / Black	12%	28
Asian / Pacific Islander	12%	28
Other	4%	10
American Indian / Alaska Native	>1%	1
TOTAL	N/A⁸	226⁸

⁸ Note that since respondents were asked to check all responses that apply, the percentages of each response selected add up to more than 100%.

Question 14: What is your primary language?		
Answer Options	Response Percent	Response Count
English	54%	122
Spanish	41%	92
Other	4%	10
TOTAL	100%	224

Question 15: What is your household income?		
Answer Options	Response Percent	Response Count
\$0-19,999	27%	49
\$20-39,999	24%	44
\$100,000 or more	20%	37
\$40-59,999	14%	26
\$60-79,999	9%	16
\$80-99,999	5%	10
TOTAL	100%	182

Question 16: If you'd like to be contacted by a team member, please add your contact information here.

Contact information provided will be compiled and responded to.

Question 17: Please use this space for any additional comments or topics of interest.

17 respondents submitted comments in response to this question.

- Most common emerging themes:
 - Appreciation of process, efforts to improve neighborhood and quality of community visioning event; hope that process will result in change
 - Safety and security, increased lighting, crime prevention
 - Improvement of schools
 - Improving housing
 - Neighborhood beautification and improvement (cleanliness, community gardens)
 - Improved pedestrian safety
 - More English classes



Theme Tema	City Services and Programs Servicios y Programas de la Ciudad	Results of dot-ranking exercise
Actions Acciones	<ul style="list-style-type: none"> Consider a sliding scale permitting fee to help residents keep up with maintenance Considerar la posibilidad de una tarifa que permita escala móvil para ayudar a los residentes mantenerse al día con el mantenimiento de sus propiedades 	12
	<ul style="list-style-type: none"> Increase responsiveness to resident requests Aumentar la capacidad de respuesta a las demandas de residentes 	6
	<ul style="list-style-type: none"> Consider moving the branch library out of the school and/or improving library facilities Considerar la posibilidad de mover la sucursal de la biblioteca de la escuela y / o aumentar las instalaciones de la biblioteca 	10
	<ul style="list-style-type: none"> Improve resident access to fields in the neighborhood Mejorar el acceso de los residentes a los campos de sport en la vecindad 	5
	<ul style="list-style-type: none"> Provide more afternoon and evening activities for youth and high-school age students including drop-in programs and places Proporcionar más actividades en la tarde y la noche para los jóvenes y estudiantes de secundaria incluyendo programas y lugares donde pueden quedarse solos 	22
	<ul style="list-style-type: none"> Increase the number and hours of current popular programs Aumentar el número y las horas de duración de los programas existentes mas populares 	7
	<ul style="list-style-type: none"> Improve the quality and diversity of programs and classes Mejorar la calidad y la diversidad de programas y clases 	14
	<ul style="list-style-type: none"> Make more computers available in public places Adicionar más computadores disponibles en lugares públicos 	10

Theme Tema	Economic Opportunity and Job Training Oportunidades Económicas y Formación Profesional	Results of dot-ranking exercise
Actions Acciones	<ul style="list-style-type: none"> Pursue or expand partnerships with local businesses to support internships, mentoring or hiring opportunities Mantener o ampliar las asociaciones con empresas locales para apoyar pasantías, tutorías o oportunidades de contratación 	30

	<ul style="list-style-type: none"> Continue to support Job Train Continuar apoyando el <i>Job Train</i> 	9
	<ul style="list-style-type: none"> Increase service learning opportunities for students Aumentar las oportunidades de aprendizaje profesional para los estudiantes 	22
New Actions	Engage middle school students (especially Belle Haven and Willow Oaks) for community service through the City of Menlo Park	3
	Hire/stipend community members to provide/share their expertise/talents, i.e. computer classes, sewing	
	Summer employment and internships for Belle Haven Youth only!	
	First source hiring agreements Citywide	

Theme Tema	Educational Quality and Access El Acceso y Calidad de la Educación	Results of dot-ranking exercise
Actions Acciones	<ul style="list-style-type: none"> Support free or affordable homework programs Apoyar los programas gratuitos o de bajo costo para preparación de tarea para los estudiantes 	23
	<ul style="list-style-type: none"> Identify or provide more work spaces for students Identificar y ofrecer más espacios de trabajo para los estudiantes 	3
	<ul style="list-style-type: none"> Investigate the option of joining Menlo Park City School District Investigar la posibilidad de unirse a el Distrito Escolar de Menlo Park 	30
	<ul style="list-style-type: none"> Grow volunteer tutoring programs with residents and employees Desarrollar programas voluntarios de tutoría con los residentes y empleados de la Ciudad 	16

Theme Tema	Neighborhood Infrastructure and Aesthetics Infraestructura y Estética de la Vecindad	Results of dot- ranking exercise
Actions Acciones	<ul style="list-style-type: none"> Consider a sliding scale permitting fee to help residents keep up with maintenance Considerar la posibilidad de una tarifa que permita escala móvil para ayudar a los residentes mantenerse al día con el mantenimiento de sus propiedades 	21
	<ul style="list-style-type: none"> Organize resident efforts to clean up the neighborhood and make minor property improvements Organizar grupos de residentes para limpiar la vecindad y hacer mejoras pequeñas a las propiedades 	18
	<ul style="list-style-type: none"> Provide plastic bags on streets for dog waste and litter Proporcionar bolsas de plástico en las calles para coleccionar los excrementos de perro y la basura 	10
	<ul style="list-style-type: none"> Enforce crew clean up after landscape maintenance Hacer cumplir el personal de la Ciudad a limpiar después de la manutención de árboles y arbustos públicos 	17

New Ideas	In lieu of plastic bags – trash cans. Trash Cans at list in the busiest streets of Belle Haven. Ivy Drive. Has a lot of trash due to people walking/students.	
	Dogs on leash	
	Cleaning after cutting grass on ivy Drive	
	Put bags for dog walkers	
	Dog park in Belle Haven	2
	Signs in Belle Haven (both Spanish and English). Speed limit, Dog on Leash, violation trash/street, etc.	
	We need cameras; Ivy Drive, Newbridge, Hamilton	3
	Clean up empty lot on Hamilton. Ideas: park, orchard, skate park	

Theme Tema	Public Safety and Crime Prevention Seguridad Pública y Prevención del Delito	Results of dot- ranking exercise
Actions Acciones	<ul style="list-style-type: none"> Continue regular dialogues with MPPD and Chief Jonsen Continuar diálogos regulares con MPPD y Director Jonsen 	20
	<ul style="list-style-type: none"> Create more ways for anonymous and safe reporting of suspicious or criminal activity Crear más vías para la denuncia anónima y segura de cualquier actividad sospechosa o criminal 	4
	<ul style="list-style-type: none"> Better publicize MPPD reporting and communication tools (e.g., Next Door) Dar mas publicidad a las herramientas de comunicación y informes del MPPD (por ejemplo, <i>Next Door</i>) 	3
	<ul style="list-style-type: none"> Organize neighborhood watch groups Organizar grupos de vigilancia vecinal 	21
	<ul style="list-style-type: none"> Work with MPPD to add cameras or bring other surveillance technology to the neighborhood Trabajar con MPPD para añadir cámaras o traer otro tipo de tecnología de vigilancia a la vecindad 	12
	<ul style="list-style-type: none"> Improve lighting on homes and in public spaces Mejorar la iluminación en los hogares y en los espacios públicos 	16
	<ul style="list-style-type: none"> Improve code enforcement activities Mejorar las medidas de ejecución de código 	7
	<ul style="list-style-type: none"> Create additional educational and recreational options for youth to help prevent crime Crear mas opciones educativas y recreativas para los jóvenes para ayudar a prevenir la delincuencia 	27
New Actions	Community policing - more	
	Speed bumps around school streets i.e. Chilco, Terminal Ave. also	13

Theme Tema	Traffic and Safety Tráfico y Seguridad	Results of dot- ranking exercise
-----------------------	---	---

Actions Acciones	<ul style="list-style-type: none"> Eliminate parking around bus stops on Hamilton to avoid congestion and conflicts Eliminar aparcamiento alrededor paradas de autobús en Hamilton para evitar la congestión y los conflictos 	5
	<ul style="list-style-type: none"> Reduce speed near schools and areas where children often walk Reducir la velocidad permitida cerca de las escuelas y las áreas donde los niños caminan a menudo 	33
	<ul style="list-style-type: none"> Limit left turns from Willow to Middlefield during peak hours Limitar giros a la izquierda de Willow a Middlefield durante las horas de tráfico más intenso 	1
	<ul style="list-style-type: none"> Pursue incentives and programs to reduce driving Promover incentivos y programas para reducir la conducción de automóviles 	17
New Actions	Speed Bumps around school	4
	Need bus shelters – Newbridge; lighting for safety	

Theme Tema	Working Effectively with the City Como Trabajar Efectivamente con la Ciudad	Results of dot-ranking exercise
Actions Acciones	<ul style="list-style-type: none"> Consider using OHCC staff as liaisons and for referrals to City services and staff Considerar el uso del personal del OHCC como conexiones y referencias a los servicios y el personal de la ciudad 	1
	<ul style="list-style-type: none"> Increase awareness of existing opportunities for engaging and working with the City Aumentar el conocimiento de las oportunidades existentes para la participación y el trabajo con la Ciudad 	4
	<ul style="list-style-type: none"> Create new forums for submitting ideas and issues to the City, such as a hard copy neighborhood newsletter, or a community communication board in a public place Crear nuevos foros para la presentación de ideas y cuestiones para la ciudad, como un boletín de barrio en copia impresa, o un tablero de comunicación de la comunidad en un lugar público 	12
	<ul style="list-style-type: none"> Provide detailed accounting of city budgeting, including changes resulting from the dissolution of the RDA Proporcionar la contabilidad detallada de los presupuestos de la ciudad, incluyendo los cambios resultantes desde la disolución de la RDA 	12
	<ul style="list-style-type: none"> Identify resources to support Belle Haven residents' elections Identificar los recursos para apoyar las elecciones de residentes de Belle Haven 	3
	<ul style="list-style-type: none"> Consider providing a dedicated Council position for Belle Haven Considerar la posibilidad de proporcionar una posición del Consejo De la Ciudad dedicada a Belle Haven 	15
	<ul style="list-style-type: none"> Pursue City support for community organizations 	

	<ul style="list-style-type: none"> • Continuar el apoyo de la ciudad para las organizaciones comunitarias 	5
	<ul style="list-style-type: none"> • Provide information on available funds and plans to support information of the Visioning process • Proporcionar información sobre los fondos y planes disponibles para respaldar la información del proceso de visión 	11
	<ul style="list-style-type: none"> • Meet with neighborhood groups to discuss neighborhood history and issues of distrust • Reunirse con grupos de vecinos para discutir la historia barrio y cuestiones de desconfianza 	18
	<ul style="list-style-type: none"> • Create neighborhood committees • Crear comités de vecinos 	12

THIS PAGE INTENTIONALLY LEFT BLANK



COMMUNITY DEVELOPMENT DEPARTMENT

Council Meeting Date: July 16, 2013
Staff Report #: 13-126

Agenda Item #: I-2

INFORMATIONAL ITEM: Update on the Housing Element Work Program

This is an information item and does not require Council action.

OVERVIEW

On June 11, 2013, the City Council approved the following items:

- 1) A work program for implementation of housing programs for zoning amendments to address emergency shelters, transitional and supportive housing, and reasonable accommodation, and the Housing Element Update for the 2014-2022 planning period;
- 2) Authorization for the City Manager to enter into consulting services in an amount not to exceed \$70,000 to complete the work program; and
- 3) Reestablishment of a Housing Element Steering Committee comprised of two Council Members, two Planning Commissioners, and two Housing Commissioners, and the appointment of Mayor Ohtaki and Council Member Cline to serve on the Steering Committee.

Steering Committee

Since the June 11 meeting, both the Planning Commission and Housing Commission Chairs have appointed two members from their respective Commissions to serve on the Steering Committee.

The Housing Element Steering Committee is comprised of the following members:

- Peter Ohtaki (City Council)
- Rich Cline (City Council)
- Katie Ferrick (Planning Commission)
- Katherine Strehl (Planning Commission)
- Carolyn Clarke (Housing Commission)
- Sally Cadigan (Housing Commission)

Due to scheduling conflicts, the first Steering Committee meeting is anticipated to be held on Tuesday, August 6, 2013 instead of July 25, 2013 as previously targeted in the

work program. The remaining Steering Committee meeting dates are tentatively scheduled for:

- Monday, August 26, 2013,
- Thursday, October 10, 2013 (modified from October 3); and
- Thursday, February 27, 2014.

The meetings typically occur between 5:30 p.m. and 8:00 p.m. at the Civic Center Campus. The first meeting will focus on the requirements of SB 2, which requires every California city and county to engage in a detailed analysis of emergency shelters and transitional and supportive housing in their Housing Element, and options for selecting emergency shelter zoning overlay locations.

Work Program

Staff is moving forward with the adopted work program items, including zoning for emergency shelter, transitional and supportive housing, an ordinance for reasonable accommodation, and the Housing Element Update for the 2014-2022 cycle, as described in the June 11 staff report. In addition to the items noted above, staff has prioritized work on the Secondary Dwelling Unit Amnesty Program based on City Council feedback, given the recent adoption of the modifications to the secondary dwelling unit ordinance. Although staff will be seeking consultant assistance to create the procedures for this program, the work on the Amnesty Program does not require a change in the budgeted amount of \$70,000 since it was factored into the implementation of programs in the scope of work.

IMPACT ON CITY RESOURCES

The proposed work program would require both staff resources dedicated to the project, as well consultant services. The Council budgeted \$100,000 for Fiscal Year 2012-13 for the 2014-2022 Housing Element Update, and this funding has been carried over to Fiscal Year 2013-14. In addition, funding is available for implementation of programs for the 2007-2014 Housing Element from the previously approved budget.

POLICY ISSUES

The Housing Element update process will consider a number of policy issues including issues related to emergency, supportive and transitional housing, reasonable accommodations, and the amnesty program for secondary dwelling units.

ENVIRONMENTAL REVIEW

The 2014-2022 Housing Element update is subject to CEQA. As part of the process, the appropriate environmental clearance will be determined. Staff anticipates a Negative Declaration (or Mitigated Negative Declaration) will be prepared. Staff may seek consultant assistance in the preparation of the environmental review documents.

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

Report prepared by:
Deanna Chow
Senior Planner

Justin Murphy
Development Services Manager

THIS PAGE INTENTIONALLY LEFT BLANK