



## CITY COUNCIL SPECIAL AND REGULAR MEETING AGENDA

Tuesday, March 4, 2014  
5:45 P.M.  
701 Laurel Street, Menlo Park, CA 94025  
City Council Chambers

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### 5:45 P.M. CLOSED SESSION (1<sup>st</sup> 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 to conference with labor negotiators regarding labor negotiations with the Police Officers Association (POA) and Service Employees International Union (SEIU)

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

### 7:00 P.M. REGULAR SESSION

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

#### PLEDGE OF ALLEGIANCE

#### REPORT FROM CLOSED SESSION

#### ANNOUNCEMENTS

##### A. PRESENTATIONS AND PROCLAMATIONS - None

##### B. COMMISSION/COMMITTEE VACANCIES, APPOINTMENTS AND REPORTS

**B1.** Bike Commission quarterly report on the status of their 2 Year Work Plan

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

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

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

##### D. CONSENT CALENDAR

**D1.** Adopt a resolution supporting the City’s Shuttle Program and for the recently submitted application for Measure A Shuttle Program Funding ([Staff report #14-038](#))

- D2.** Authorize the City Manager to execute a construction agreement with SC Builders, Inc. and Facebook, Inc. for tenant improvements at the property located at 871A and 871 B Hamilton Avenue (Neighborhood Service Center and police substation)  
([Staff report #14-040](#))

**E. PUBLIC HEARINGS**

- E1.** Appeal to the City Council of the Planning Commission's decision on the property located at 1015 Atkinson Lane  
**The appellant has withdrawn the appeal. There will be no public hearing on this item.**
- E2.** Consider request for a Conditional Development Permit amendment and heritage tree removal permits for the demolition of an existing recreation building, the construction of a new recreation building and leasing office, façade improvements to the existing apartment buildings, and landscaping located at 350 Sharon Park Drive ([Staff report #14-037](#))

**F. REGULAR BUSINESS**

- F1.** Approve an agreement between the City of Menlo Park and Facebook to fund a Police Officer for a three-year term with a two-year option for Facebook, and adding an additional full time Police Officer position to the department for the duration of the agreement  
([Staff report #14-039](#))
- F2.** Accept the 2013-14 Mid-Year Financial Summary and approve recommended changes to the expenditure appropriation and revenue forecast ([Staff report #14-036](#))

**G. CITY MANAGER'S REPORT – None**

**H. WRITTEN COMMUNICATION – None**

**I. INFORMATIONAL ITEMS – None**

**J. COUNCILMEMBER REPORTS**

**K. PUBLIC COMMENT #2 (Limited to 30 minutes)**

Under "Public Comment #2", the public if unable to address the Council on non-agenda items during Public Comment #1, may do so at this time. Each person is limited to three minutes. Please clearly state your name and address or jurisdiction in which you live.

**L. ADJOURNMENT**

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

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

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## **PUBLIC WORKS DEPARTMENT**

**Council Meeting Date: March 4, 2014**  
**Staff Report #: 14-038**

**Agenda Item #: D-1**

**CONSENT CALENDAR:**                    **Adopt a Resolution Supporting the City's Shuttle Program for the Recently Submitted Application for Measure A Shuttle Program Funding**

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### **RECOMMENDATION**

Staff recommends that the City Council adopt a resolution (Attachment A) in support of the Citywide Shuttle Program, for the recently submitted grant application for Measure A Shuttle Program to continue funding for operations and administration of the program.

### **BACKGROUND**

On January 13, 2014, the San Mateo County Transportation Authority (TA) and the San Mateo City/County Association of Governments (C/CAG) issued a joint call for shuttle projects for fiscal years 2014 and 2015. The Program includes \$7,000,000 for this two-year funding cycle, and direct costs for operations, marketing, and administration of shuttles are eligible for funding. Applications were due February 14, 2014, and Council resolutions required by March 7, 2014. The City's Shuttle Program is currently supported by a grant through this program, expiring June 30, 2014.

The City of Menlo Park manages an extensive shuttle program that provides "around town" transportation to many residents, employees, and visitors. The program includes the following services:

- Two fixed-route, peak-hour shuttles that travel between the Caltrain station and the business parks and office complexes along Marsh Road and Willow Road;
- The Midday shuttle, which provides transportation to medical facilities, Little House, Menlo Park Senior Center, downtown Menlo Park, the main library, the Belle Haven library, Safeway, the Caltrain station, the Veterans Affairs hospital, Stanford Shopping Center, and several senior housing facilities.
- Shoppers' Shuttle is a curb-to-curb service which operates twice a week providing transportation to Little House, Menlo Park Senior Center, downtown Menlo Park, the main library, Sharon Heights Shopping Center, Safeway, and the Caltrain station.

## ANALYSIS

By applying for funds through the Measure A program Call for Projects, the City of Menlo Park is seeking to guarantee the continuation of the City's shuttle program.

Additionally, recent changes to Samtrans service in Sharon Heights and West Menlo Park were implemented in January 2014. These changes included the elimination of Route 295, which provided a connection to shopping destinations and connections to other transit lines for local residents. The route was replaced with new Route 286, which runs between Menlo Park Caltrain and Sharon Park during commute hours. Service on Route 86 was also expanded to capture some of the demand left by the elimination of Route 295. However, these services run only during peak commute and school hours (7:00 to 9:00 am and 3:00 to 5:00 pm). Thus, a gap in service remains, creating the need for additional shuttles to provide connections for resident, especially seniors, in the area to shopping and other transit services.

The City's proposed application includes continuation of the following services, with minor schedule adjustments to account for current travel times and Caltrain schedule:

- Marsh Road and Willow Road Caltrain Shuttles
- Midday Shuttle

To better serve the Sharon Heights and West Menlo Park neighborhoods with the gaps in service left by the elimination of Route 295, the City's proposed application also includes an expanded Shoppers' Shuttle:

- Currently runs Wednesday and Saturdays; pick-ups between 9:30 – 10:30 am; drop-offs between 12:00 – 1:00 pm
- Starting FY 14-15, proposed expanded service to include:
  - Three days of service (two weekdays and Saturdays; to be determined based on feedback and surveys of current and potential riders)
  - Offering service as "fixed-route plus": passengers can call for pick-ups/trips to specific destinations, as the Shoppers' Shuttle currently runs. When not "on-call", the shuttle will circulate on a fixed-route between Sharon Heights/West Menlo Park and the downtown (shopping, Civic Center, Caltrain station, bus connections on El Camino Real) to close the gap in service with elimination of Route 295 for transit-dependent riders.
  - Service hours between 9:30 am and 2:00 pm

The effectiveness of the City's Shuttle Program is measured by two performance metrics, the average number of riders and the cost per rider, as compared to



benchmarks for the type of service. The table below summarizes these metrics for each route. The benchmarks for service are set bi-annually by C/CAG and the TA based on operations of the current routes in San Mateo County and shuttle management best practice information.

Shuttle Route	Passengers per Service Hour		Cost per Rider	
	Actual (FY 2012-2013)	Service Benchmark	Actual (FY 2012-2013)	Service Benchmark
Marsh Road Caltrain	35	Above 15	\$ 4.84	Below \$ 7.00
Willow Road Caltrain	49	Above 15	\$ 4.54	Below \$ 7.00
Midday	10.3	Above 10	\$ 7.70	Below \$ 9.00
Shoppers'	18.5	Above 2	\$17.00	Below \$16.00

Note: FY2012-13 data is presented as the most recent complete fiscal year.

As shown, the ridership (passengers per service hour) generated by the each route in the City's program exceeds the benchmarks. Additionally, the program's cost effectiveness exceeds the County's standards for the Marsh, Willow and Midday routes. The cost per rider of the Shoppers' Shuttle is approximately six (6) percent over the given benchmark for curb-to-curb service. This is likely due to the fact that the service facilitates one-way shopping trips; the shuttle picks up passengers at their residences and drops them off at their destination, then waits before making the return trip. This results in approximately one hour of shuttle "down-time" where new riders are not being generated, but the cost of the shuttle must still be absorbed.

Therefore, in the FY 2014-2015 and 2015-2016 program application, the City is proposing to adjust the Shoppers' Shuttle service to offer "fixed-route plus," where, during operating hours, passengers can call for pick-ups/trips to specific destinations, as the Shoppers Shuttle currently runs. When not "on-call", the shuttle will circulate on a fixed-route between Sharon Heights/West Menlo Park and the downtown (shopping, civic center, Caltrain station, bus connections on El Camino Real) to close the gap in service with elimination of Route 295 for transit-dependent riders. This use of the shuttle "down-time" is more cost effective and may help generate additional ridership for the route. The proposed service would run three days a week (two weekdays and Saturdays).

Similar to the last Measure A Call for Projects for FY 2012-2013 and 2013-2014, the program requires a local match of at least 25 percent of the total project cost. The City's program is currently funded through a variety of sources, including grants from C/CAG, the Peninsula Joint Powers Board (JPB), the Metropolitan Transportation Commission's (MTC) Lifeline Grant Program (through FY 2014-2015), and the City's Shuttle Developer Fee. Table 1 below indicates the estimated program budget for the next two-years (FY 2014-2015 and 2015-2016), since the Measure A program is administered in a two-year cycle.

**Table 1 – Shuttle Program Total Cost**

Shuttle Route	FY 2012-13 Actual	FY 2013-14 Budget	FY 2014-15 Proposed Budget	FY 2015-16 Proposed Budget
Marsh Road Caltrain	\$146,306	\$166,326	\$162,667	\$168,179
Willow Road Caltrain	\$117,974	\$132,431	\$166,942 <sup>1</sup>	\$172,563 <sup>1</sup>
Midday	\$174,693	\$198,100	\$220,688 <sup>1</sup>	\$228,187 <sup>1</sup>
Shoppers'	\$ 32,212	\$ 37,600	\$ 54,985 <sup>2</sup>	\$ 56,809 <sup>2</sup>
<b>Total</b>	<b>\$471,185</b>	<b>\$534,457</b>	<b>\$605,282</b>	<b>\$625,738</b>

Note: FY 2012-13 data is presented as the most recent complete fiscal year.

<sup>1</sup> While the City was able to negotiate a discounted rate for all-day service between the Willow Road and Midday Routes in FY 2012-13 and 2013-14, this may not continue indefinitely. Therefore, full commute and mid-day rates are assumed for budgeting purposes for each shuttle.

<sup>2</sup> Includes proposed increase in service (adding third route and modifying service type).

Of the proposed FY 2014-15 and 2015-16 budget amounts, if awarded, the Measure A program will fund up to 75 percent of the program cost. Additionally, program funds come from the sources outlined in Table 2 below:

**Table 2 – Allocation of Program Cost by Source Fund**

Fiscal Year	Source					
	Measure A Request	MTC Lifeline Award	JPB Award	Developer Fees	Local Match	Total
2014-2015	\$453,962	\$76,562	\$ 69,084	\$ 5,675 <sup>2</sup>	-- <sup>2</sup>	\$ 605,282
2015-2016	\$469,304	-- <sup>1</sup>	\$ 71,154	\$68,325 <sup>2</sup>	\$16,955 <sup>2</sup>	\$ 625,738
<b>2 Year Total</b>	<b>\$923,266</b>	<b>\$76,562</b>	<b>\$140,238</b>	<b>\$74,000</b>	<b>\$16,955</b>	<b>\$1,231,020</b>

<sup>1</sup> The City's Lifeline Award from MTC is set to expire after FY 14-15. Although the City plans to reapply for this program, no funds are assumed after this timeframe to present a conservative budget estimate.

<sup>2</sup> The City collects approximately \$37,000 per year from developer-required contributions to the City's shuttle program, for a total of approximately \$74,000 over this funding period. If the MTC Lifeline funds are not awarded in FY 15-16 or thereafter, the Shuttle Program may face a shortfall of approximately \$17,000 in FY 15-16. This would require use of other City funds (e.g., Measure A or general funds) or locating other funding sources.

As described and shown in the table above, the City was awarded a MTC Lifeline Grant through FY 2014-15 for the Midday Shuttle which will currently expire after FY 2014-2015. Although the City plans to reapply for these funds, the award cannot be guaranteed. Therefore, no funds are assumed to be awarded through this program, which presents a conservative estimate of the City's contribution towards the FY 2015-2016 budget. While the City collects annual contributions towards the Shuttle Program from developer-required fees, these contributions are not adequate to cover the potential shortfall in FY 2015-2016 if the Lifeline funds are lost. Therefore, the shortfall would need to be covered through use of other City funds (e.g., Measure A or general funds) or locating other funding sources.

## IMPACT ON CITY RESOURCES

The estimated total annual cost of the Marsh Road, Willow Road, Midday and Shoppers's Shuttle services is \$605,282 in FY 2014-2015 and \$625,738 in FY 2015-2016. The funding for the City's share of 25 percent comes from the MTC Lifeline Grant Program, the City's Shuttle Developer Fee and potentially Measure A funds.

## **POLICY ISSUES**

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

## **ENVIRONMENTAL REVIEW**

This proposed action is categorically exempt under the current California Environmental Quality Act Guidelines as this is a service already operated by the City.

## **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

Report prepared by:  
*Nicole H. Nagaya, P.E.*  
*Senior Transportation Engineer*

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**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
SUPPORTING THE CITY'S SHUTTLE PROGRAM FOR THE RECENTLY  
SUBMITTED APPLICATION FOR MEASURE A SHUTTLE PROGRAM  
FUNDING**

WHEREAS, there is a need for "around town" transportation to serve many residents, employees and visitors, and

WHEREAS, City of Menlo Park manages an extensive Shuttle Program to provide commuter service to and from the Menlo Park Caltrain station and community shuttle service to link residents to vital community services and destinations, and

WHEREAS, the cost of the City's Shuttle Program is estimated to be \$1,231,020 over fiscal years 2014-2015 and 2015-2016, and

WHEREAS, the City wishes to sponsor the City's Shuttle Program, and

WHEREAS, the City seeks \$923,266 for the Program in fiscal years 2014-2015 and 2015-2016, and

WHEREAS, on June 7, 1988, the voters of San Mateo County approved a ballot measure to allow the collection and distribution by the San Mateo County Transportation Authority (TA) of a half-cent transactions and use tax in San Mateo County for 25 years, with the tax revenues to be used for highway and transit improvements pursuant to the Transportation Expenditure Plan presented to the voters (Original Measure A); and

WHEREAS, on November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the TA the half-cent transactions and use tax for an additional 25 years to implement the 2004 Transportation Expenditure Plan beginning January 1, 2009 (New Measure A); and

WHEREAS, the Board of Directors of the City/County Association of Governments (C/CAG) of San Mateo County at its February 14, 2002 meeting approved the Congestion Relief Plan and subsequently reauthorized the Congestion Relief Plan in 2007 and 2010; and

WHEREAS, a component of the C/CAG Congestion Relief Plan is to support Local and Employer Based Shuttle Programs; and

WHEREAS, the TA and C/CAG issued a joint Call for Projects for the San Mateo County Shuttle Program on January 13, 2014, and

WHEREAS, the TA and C/CAG require a governing board resolution from the City in support of the City's application for \$923,266 from the San Mateo County Shuttle Program for the City's Shuttle Program, and

WHEREAS, TA and C/CAG require a governing board resolution from the City committing the City to the completion of the City's Shuttle Program, and

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

1. Directs staff to submit an application for funding from the San Mateo County Shuttle Program for \$923,266 for the City's Shuttle Program.
2. Authorizes the City Manager to execute a funding agreement with the San Mateo County Transportation Authority to encumber any Measure A Grade Separation Program funds and/or City/County Association of Governments Local Transportation Services Program funds awarded.
3. Let it be known the City of Menlo Park commits to the completion of the City's Shuttle Program if awarded the requested funds from San Mateo County Shuttle Program.

I, Pamela Aguilar, 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 this fourth day of March, 2014, 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 fourth day of March, 2014.

CITY OF MENLO PARK

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Name, Title

ATTEST:

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Name, Title



## OFFICE OF THE CITY MANAGER

**Council Meeting Date: March 4, 2014**  
**Staff Report #: 14-040**

**Agenda Item #: D-2**

**CONSENT CALENDAR:**            **Authorize the City Manager to Execute a Construction Agreement with SC Builders, Inc., and Facebook, Inc. for Tenant Improvements at the Property Located at 871A and 871 B Hamilton Avenue (Neighborhood Service Center and police substation)**

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### **RECOMMENDATION**

Staff recommends the City Council authorize the City Manager to execute a construction agreement with SC Builders, Inc., and Facebook, Inc., for Tenant Improvements at the Property Located at 871A and 871B Hamilton Avenue (Neighborhood Service Center and police substation).

### **BACKGROUND**

On June 4, 2013, the City Council authorized the City Manager to execute a three year renewable lease agreement for the property located at 871A and 871B Hamilton Avenue, which would serve as a new home for a neighborhood service center incorporating the police substation (previously located at Willow Road and Newbridge Street).

Staff from several departments worked to identify potential services and uses for this new, larger space. In addition to the police substation, the new Neighborhood Service Center will serve as an information center for the Belle Haven neighborhood. The center will provide multipurpose space for use by the police department, community services department, neighborhood organizers, and others.

In June 2013, the City entered into an agreement with Facebook Inc. to provide tenant improvements to the site. Using the feedback from the various City departments, and in partnership with Facebook, plans were designed to remodel the space accordingly.

The plans developed for the tenant improvements included changes such as addition of a public service counter that would meet security requirements of the Department of Justice, a modern "Facebook-style" look and feel, and an inviting open space that would draw people into the facility and encourage for more interaction and information sharing.

## **ANALYSIS**

The construction agreement, and included addendum, was designed to accomplish the project while addressing funding and liability concerns. The contractor, SC Builders, Inc., assumes responsibility for completing the scope of work for a maximum fixed price of \$139,635, and Facebook, Inc. assumes responsibility for all payments up to that fixed price amount. The City, as occupant/owner, retains responsibility for the facility and assumes the associated liabilities in its capacity.

## **IMPACT ON CITY RESOURCES**

The cost for this construction agreement is \$139,635 and will be funded by Facebook, Inc., through the included addendum to the standard construction agreement. There will be no financial impact to the City for the scope of work identified in the agreement.

## **POLICY ISSUES**

Similar to previous agreements related to construction of the recreation facilities with funding provided by the John Arrillaga family, this agreement would be funded by Facebook, Inc. and utilize a contractor it selected.

## **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. Construction Agreement with SC Builders, Inc., and Facebook, Inc.

Report prepared by:

*Clay J. Curtin*

*Assistant to the City Manager*




**AIA<sup>®</sup> Document A107<sup>™</sup> – 2007**
***Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope***

**AGREEMENT** made as of the 25th day of February in the year 2014  
(*In words, indicate day, month and year.*)

**BETWEEN** the Owner:  
(*Name, legal status, address and other information*)

The City of Menlo Park  
a municipal corporation of the State of California  
701 Laurel Street  
Menlo Park, CA 94025

and the Contractor:  
(*Name, legal status, address and other information*)

SC Builders, Inc.  
910 Thompson Place  
Sunnyvale, CA 94085

for the following Project:  
(*Name, location and detailed description*)

Belle Haven Community Office  
871 Hamilton Avenue  
Menlo Park, CA 94025

The Architect:  
(*Name, legal status, address and other information*)

John Onken Architects  
711 Nash Avenue  
Menlo Park, CA 94025

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1333416038)

## TABLE OF ARTICLES

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### ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Thirty ( 30 ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

N/A

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:  
*(Check the appropriate box.)*

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor’s Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

*(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)*

§ 3.2 The Stipulated Sum shall be ( \$ ), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

§ 3.2.2 Unit prices, if any:  
*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 3.2.3 Allowances included in the stipulated sum, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Allowance
------	-----------

**§ 3.3 COST OF THE WORK PLUS CONTRACTOR'S FEE**

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.3.2 The Contractor's Fee:**

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

**§ 3.4 COST OF THE WORK PLUS CONTRACTOR'S FEE WITH A GUARANTEED MAXIMUM PRICE**

**§ 3.4.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.4.2** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

**§ 3.4.3 GUARANTEED MAXIMUM PRICE**

**§ 3.4.3.1** The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed One Hundred Thirty-Nine Thousand, Six Hundred Thirty-Five Dollars and Zero Cents (\$ 139,635.00 ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.  
*(Insert specific provisions if the Contractor is to participate in any savings.)*

**§ 3.4.3.2** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

N/A

**§ 3.4.3.3** Unit Prices, if any:

*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
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**§ 3.4.3.4** Allowances included in the Guaranteed Maximum Price, if any:

*(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)*

Item	Allowance
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**§ 3.4.3.5** Assumptions, if any, on which the Guaranteed Maximum Price is based:

**ARTICLE 4 PAYMENTS**

**§ 4.1 PROGRESS PAYMENTS**

**§ 4.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 4.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the fifth day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than thirty days (30 ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 4.1.4 Retainage, if any, shall be withheld as follows:

10%

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

N/A

## § 4.2 FINAL PAYMENT

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 5 DISPUTE RESOLUTION

### § 5.1 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 21.4 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

## ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 6.1.2 The Supplementary and other Conditions of the Contract:

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User Notes:

(1333416038)

Document	Title	Date	Pages
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§ 6.1.3 The Specifications:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Date	Pages
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§ 6.1.4 The Drawings:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*  
 Please See Exhibit C

Number	Title	Date
--------	-------	------

§ 6.1.5 The Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.

§ 6.1.6 Additional documents, if any, forming part of the Contract Documents:

- .1 Addendum to Standard Form of Agreement A107-2007.
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

N/A

- .3 Other documents:  
*(List here any additional documents that are intended to form part of the Contract Documents.)*

- Exhibit A – GMP Estimate
- Exhibit B – Standard Wage Rates
- Exhibit C – List of Drawings
- Exhibit D – The Schedule

**ARTICLE 7 GENERAL PROVISIONS**

**§ 7.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 7.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

### **§ 7.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

### **§ 7.4 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

### **§ 7.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

**§ 7.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### **§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM**

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

## **ARTICLE 8 OWNER**

### **§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**§ 8.1.1** The Owner shall furnish all necessary surveys and a legal description of the site.

**§ 8.1.2** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 8.1.3** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

### **§ 8.2 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and

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compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

## **ARTICLE 9 CONTRACTOR**

### **§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**§ 9.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 9.1.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

**§ 9.1.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

### **§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

**§ 9.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**§ 9.2.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

### **§ 9.3 LABOR AND MATERIALS**

**§ 9.3.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 9.3.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 9.3.3** The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

### **§ 9.4 WARRANTY**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.



## **§ 9.5 TAXES**

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

## **§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS**

**§ 9.6.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

## **§ 9.7 ALLOWANCES**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

## **§ 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**§ 9.8.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

## **§ 9.9 SUBMITTALS**

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

**§ 9.9.2** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

## **§ 9.10 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

## **§ 9.11 CUTTING AND PATCHING**

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

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### § 9.12 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

### § 9.13 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### § 9.14 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### § 9.15 INDEMNIFICATION

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and Owner's employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.4 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 10.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

#### **ARTICLE 11 SUBCONTRACTORS**

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

#### **ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

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§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

#### ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

#### ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

#### ARTICLE 15 PAYMENTS AND COMPLETION

##### § 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to

substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment.

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 15.1.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.1.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

## § 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;

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- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

### § 15.3 PROGRESS PAYMENTS

§ 15.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 15.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

### § 15.4 SUBSTANTIAL COMPLETION

§ 15.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### § 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied

after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 15.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

### § 16.2 HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

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## ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

### § 17.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

### § 17.3 PROPERTY INSURANCE

§ 17.3.1 The Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 17.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.



## § 17.4 PERFORMANCE BOND AND PAYMENT BOND

§ 17.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 17.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## ARTICLE 19 MISCELLANEOUS PROVISIONS

### § 19.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 19.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

### § 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are

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received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

#### **§ 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

#### **§ 19.5 ATTORNEY'S FEES**

If either party commences an action or arbitration proceeding to interpret or enforce this Agreement or any provision hereof, the prevailing party shall be entitled to an award of costs, attorneys' fees, and expert witness fees, in addition to all other amounts awarded by the court or arbitrator.

### **ARTICLE 20 TERMINATION OF THE CONTRACT**

#### **§ 20.1 TERMINATION BY THE CONTRACTOR**

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

#### **§ 20.2 TERMINATION BY THE OWNER FOR CAUSE**

**§ 20.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 20.2.2** When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 20.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 20.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

#### **§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

### **ARTICLE 21 CLAIMS AND DISPUTES**

**§ 21.1** Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially

to the Architect for decision. Such matters, except those waived as provided for in Section 21.8 and Sections 15.5.3 and 15.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.4 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to

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User Notes:

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structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Chris K. Smither, Executive Vice President)

tmp164A.tmp (SC Builders)

# **Additions and Deletions Report for** **AIA<sup>®</sup> Document A107<sup>™</sup> – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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## **PAGE 1**

**AGREEMENT** made as of the 25th day of February in the year 2014

...

The City of Menlo Park  
a municipal corporation of the State of California  
701 Laurel Street  
Menlo Park, CA 94025

...

SC Builders, Inc.  
910 Thompson Place  
Sunnyvale, CA 94085

...

Belle Haven Community Office  
871 Hamilton Avenue  
Menlo Park, CA 94025

...

John Onken Architects  
711 Nash Avenue  
Menlo Park, CA 94025

## **PAGE 3**

**§ 2.3** The Contractor shall achieve Substantial Completion of the entire Work not later than Thirty ( 30 ) days from the date of commencement, or as follows:

...

N/A

...

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

## **PAGE 4**

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§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed One Hundred Thirty-Nine Thousand, Six Hundred Thirty-Five Dollars and Zero Cents (\$ 139,635.00 ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

...

N/A

#### PAGE 5

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the fifth day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than ~~(—thirty days (30.)~~ days after the Architect receives the Application for Payment.

...

10%

...

~~%~~ N/A

...

[  ] Arbitration pursuant to Section 21.4 of this Agreement

#### PAGE 6

Please See Exhibit C

...

.1 ~~Exhibit A, Determination of the Cost of the Work, if applicable.~~ Addendum to Standard Form of Agreement A107-2007.

...

N/A

...

*(List here any additional documents that are intended to form part of the Contract Documents.)*

Exhibit A – GMP Estimate

Exhibit B – Standard Wage Rates

Exhibit C – List of Drawings

Exhibit D – The Schedule

#### PAGE 10

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the ~~Owner, Architect, Architect's consultants and agents and Owner~~ and Owner's employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from

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User Notes:

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performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**PAGE 12**

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

**PAGE 16**

§ 17.3.1 ~~Unless otherwise provided, the~~ The Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

**PAGE 18**

**§ 19.5 ATTORNEY'S FEES**

If either party commences an action or arbitration proceeding to interpret or enforce this Agreement or any provision hereof, the prevailing party shall be entitled to an award of costs, attorneys' fees, and expert witness fees, in addition to all other amounts awarded by the court or arbitrator.

**PAGE 19**

Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826.

**PAGE 20**

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)* Chris K. Smither, Executive Vice President

tmpl64A.tmp (SC Builders)

## **Certification of Document's Authenticity**

*AIA® Document D401™ – 2003*

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I, Chris K. Smither, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:43:14 on 02/25/2014 under Order No. 2981277241\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A107™ – 2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

---

*(Dated)*



ADDENDUM TO STANDARD FORM OF AGREEMENT BETWEEN  
THE CITY OF MENLO PARK AND SC BUILDERS, INC.

This Addendum dated as of February 25, 2014 (this "Addendum"), relates to the Standard form of Agreement dated February 25, 2014 (the "Contract") between the City of Menlo Park, a municipal corporation of the State of California ("Owner"), and SC Builders, Inc. a California Corporation ("Contractor"), and is entered into by Facebook, Inc. ("Facebook"). Unless otherwise defined herein, capitalized words and phrases shall have the same meanings as those set forth in the Contract.

Facebook agrees to pay the Contract Sum subject to the following limitations: (a) the Contract Sum may not exceed the Guaranteed Maximum Price (i.e., \$139,635.00) without Facebook's prior written consent to be given in Facebook's sole and absolute discretion, (b) Facebook's total financial obligation pursuant to this Addendum will be capped at \$139,635.00 unless Facebook otherwise agrees in writing in Facebook's sole and absolute discretion, and (c) Facebook will not be responsible for any sums owed pursuant to changes in Work (regardless of whether the changes are by Owner's and Contractor's mutual agreement or by right) unless Facebook gives its prior written consent to be given in Facebook's sole and absolute discretion.

Subject to the limitations set forth in the preceding paragraph, Facebook agrees to make payments of the Contract Sum (including progress payments) that are due and payable to Contractor under the Contract in accordance with the terms of the Contract including, without limitation, Article 4.

Facebook's sole obligation under this Addendum is to pay the Contract Sum in accordance with the terms of this Addendum. Facebook does not have any other obligations with respect to the Contract. By way of illustration, and not limitation, Facebook will not be responsible for any injuries or damages that may occur in connection with the Work or under any indemnities provided for in the Contract (such as the indemnification under Section 9.15 of the Contract).

Facebook enters into this Addendum as of the day and year first written above.

FACEBOOK, INC.  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Owner and Contractor hereby acknowledge the terms of this Addendum.

THE CITY OF MENLO PARK,  
a municipal corporation of the  
State of California

SC BUILDERS, INC.,  
a California corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Chris K. Smither

Its: \_\_\_\_\_

Its: Executive Vice President

**EXHIBIT A  
GMP SUMMARY**



**GMP SUMMARY**

<b>Job Name:</b> Belle Haven Community Office	<b>Bldg SF</b>	<b>DATE:</b>	30-Oct-13	
<b>Address:</b> 871 Hamilton Ave.		<b>REVISED:</b>	29-Jan-14	
<b>Architect:</b> John Onken Architects				
<b>Client:</b> Facebook				

**CLARIFICATION'S TO DEFINED SCOPE OF WORK, UNIT PRICES, ALLOWANCES, ETC.:**

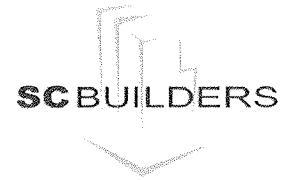
Tenant improvement of space which includes exterior door, new lighting and power, new flooring, coffee bar w/ sink, reception desk, and roll down security door.

CSI/ITEM	COST BREAKDOWN			COMMENTS
1	Demo wall partition & flooring		\$ 3,500	scrape glue and demo pad
2	Rough Carpentry - OH Security Door	allowance	\$ 4,000	included misc. backing
3	D/F/H at office		\$ 1,500	
4	Drywall Infill & Patching		\$ 6,500	Includes sound caulking at shared wall
5	Paint		\$ 6,500	
6	Cap Sheet		\$ 2,500	
7	Flooring/Base		\$ 3,500	
8	Exterior Door Pair		\$ 12,000	
9	Security Door - Motorized		\$ 10,500	
10	Casework - Coffee Bar & Eating Bar		\$ 6,304	P-lam finishes
11	Fire Sprinkler - add heads & seismic throughout		\$ 3,000	includes permit fees
12	Plumbing (sink & pump)		\$ 10,243	includes permit drawings
13	HVAC	allowance	\$ 3,000	
13	Electrical		\$37,227	includes permit drawings
14	Fire Alarm	allowance	\$0	Included in electrical budget.
15	Facebook IT Allowance		\$3,500	
16	GENERAL CONDITIONS		\$ 3,500	
17	SITE SUPERVISION (FOREMAN)		\$ 11,250	3 weeks
18	FINAL CLEAN		\$ 1,000	
19	DUMPSTER		\$ 800	
20	INSURANCE 1%		\$ 1,295	
21	Fee 3%		\$ 3,949	
	<b>TOTAL BASE BID</b>		<b>\$0</b>	<b>\$135,568</b>

**Exclusions: Overtime/Weekends. All work assumed for normal working hours. Exterior lighting. Structural upgrades, landscaping, IT/Data/Network equipment and cabling, security systems.**

SOFT COSTS				
26	DESIGN		\$ -	By Owner
27	STRUCTURAL ENGINEERING		\$ -	By Owner
28	SPECIAL INSPECTIONS ALLOWANCE			n/a
29	REIMBURSABLES ALLOWANCE		\$ -	By Owner
30	PERMIT ALLOWANCES @ 2%		\$ -	By Owner
31	PROJECT CONTINGENCY 3%		\$ 4,067	
32				
	<b>TOTAL SOFT COSTS</b>		<b>\$0</b>	<b>\$4,067</b>
ALTERNATES				
ALT #1				
ALT #2				
ALT #3				
	<b>TOTAL ALTERNATES</b>	\$ -	\$ -	
	<b>TOTAL PROJECT COSTS</b>	<b>\$0</b>	<b>\$139,635</b>	

**EXHIBIT B  
STANDARD WAGE RATES**



**LIST OF STANDARD WAGE RATES  
(Effective through June 30, 2014)**

**CLIENT and SC BUILDERS, Inc.**

**Address  
Address  
Address**

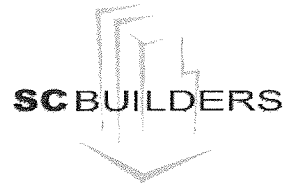
<u>Classification</u>	<u>Rates</u>	<u>Overtime Rates</u>	<u>Double Time Rates</u>
Project Executive	190.00		
Preconstruction Manager	170.00		
Senior Project Manager/Estimator	140.00		
BIM Manager	130.00		
Estimator	120.00		
Project Manager	120.00		
Safety Manager	115.00		
Scheduler	105.00		
Senior Project Engineer	90.00		
Project Engineer	75.00		
Doc. Control/FOC	60.00		
Accounting	60.00		
Superintendent	125.00		
Carpenter Foreman	98.90	127.24	155.57
Carpenter	93.75	119.51	145.27
Laborer Foreman	66.41	88.40	110.39
Laborer	56.91	80.77	101.60

Said rates establish the hourly amount the Contractor will bill and the Owner will pay for the work to be performed by the Contractor's own forces for this project.

The composite rates defined herein are fixed as stipulated rates by agreement of the Client and SC Builders and include all statutory fringes, benefits, payroll taxes and workers compensation insurance, and employee benefits. Notwithstanding any language in the Contract Documents to the contrary, these fixed rates shall, when multiplied by actual, allowable hours worked, constitute cost of the work, as that term is used in the Contract Documents, to calculate SC Builders' contract compensation and/or Change Order pricing for each labor classification and equipment item listed. Client agrees to compensate SC Builders labor solely in accordance with these fixed rates. Where client has the right under the Contract Documents to audit Contractor's costs, such right with respect to these fixed rates shall be limited to auditing the quantity of labor hours worked and shall not include items of cost included in the fixed rates.

Contractor's Fixed Rates are subject to increase on an annual basis on the anniversary date of the rates as shown above. Such rate change shall be accomplished by Change Order to the Contract.

January 29, 2014



**EXHIBIT C  
LIST OF DRAWINGS**

**Belle Haven Community Station**  
871 Hamilton Avenue  
Menlo Park, CA 94025  
SCBI Job No. 113075

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1. Drawings prepared by (John Onken Architects):

<b><u>Dwg.</u></b>	<b><u>Description</u></b>	<b><u>Date</u></b>
1316/A0	Cover Sheet	01/09/14
1316/A1	New Fit-Out Plan	01/09/14
1316/A2	Reflected Ceiling Plan	01/09/14
1316/A3	Site Plan	01/09/14

2. Drawings prepared by (Cupertino Electric, Inc.):

<b><u>Dwg.</u></b>	<b><u>Description</u></b>	<b><u>Date</u></b>
E0.0	General	11/20/13
E0.1	Abbreviations and Notes	11/20/13
E0.2	Title 24 (Interior)	11/20/13
E0.3	Title 24 (Exterior)	11/20/13
E3.0	Electrical Plans	11/20/13
E6.0	Panel Schedules	11/20/13

3. Drawings prepared by (Rountree Plumbing, Heating, Inc.):

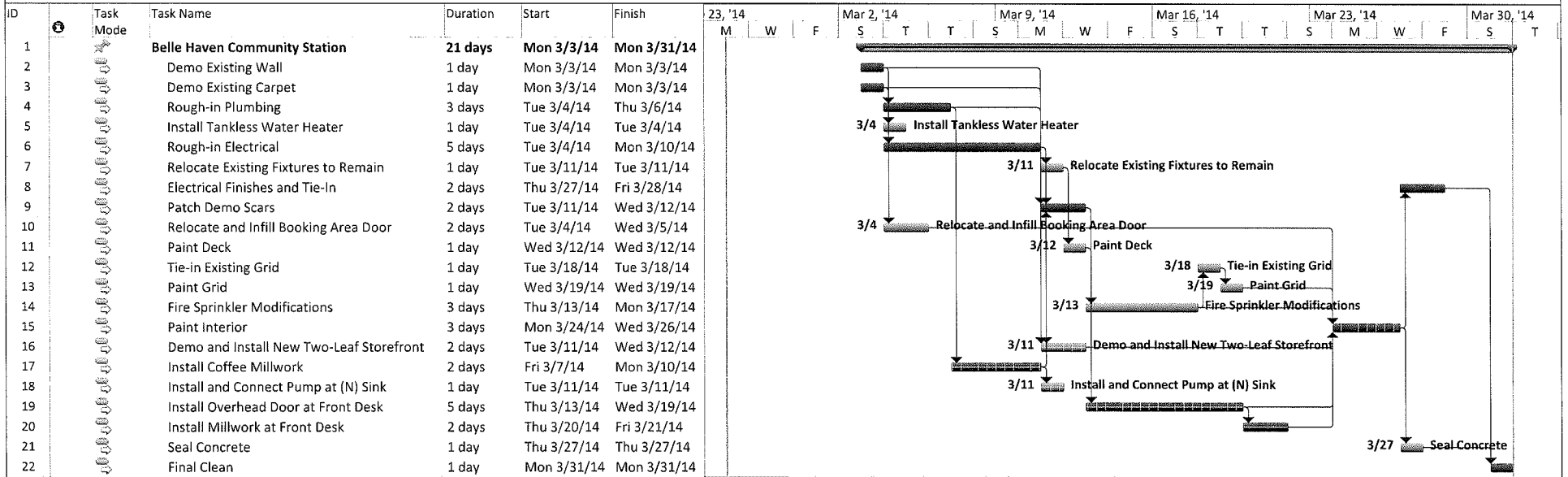
<b><u>Dwg.</u></b>	<b><u>Description</u></b>	<b><u>Date</u></b>
P-0	Plumbing Plan	01/08/14

**End of Exhibit C**

**EXHIBIT D  
THE SCHEDULE**

2/25/2014

Belle Haven Community Station  
Menlo Park, CA  
Construction Schedule



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## COMMUNITY DEVELOPMENT DEPARTMENT

Council Meeting Date: March 4, 2014  
Staff Report #: 14-037

Agenda Item #: E-2

**PUBLIC HEARING:** Consider Request for a Conditional Development Permit Amendment and Heritage Tree Removal Permits for the Demolition of an Existing Recreation Building, the Construction of a New Recreation Building and Leasing Office, Façade Improvements to the Existing Apartment Buildings, and Landscaping Located at 350 Sharon Park Drive

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### RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and concur with the recommendation of the Planning Commission to approve the following actions associated with proposed modifications to the existing apartment complex located at 350 Sharon Park Drive in the R-3-A-X (Garden Apartment, Conditional Development) zoning district:

1. **Make California Environmental Quality Act (CEQA) Findings** that the project is categorically exempt under Class 1 (Section 15301, "Existing Facilities") of the current CEQA Guidelines.
2. **Adopt a Resolution Approving the Conditional Development Permit Amendment** for the approximately 8,505 square foot increase in building coverage at the site, façade improvements, comprehensive landscape modifications, and to increase the total maximum building coverage limit to 40 percent. (Attachment B)
3. **Adopt a Resolution Approving the Heritage Tree Removal Permits** for up to 42 heritage size trees. (Attachment C)

The full recommended findings, actions, and conditions of approval are included as Attachment A.

### BACKGROUND

The subject property contains 296 units, varying in size from one bedroom to three bedrooms, located in 18 multi-story apartment buildings on an approximately 15.6-acre

site. In addition, the site currently contains a combined recreation center and leasing office, and three multi-level parking structures. The project site is located in the Sharon Heights neighborhood, and more specifically in the subdivision known as Sharon Heights Unit 10. The Sharon Heights area was developed through multiple subdivisions in the 1960s and 1970s, which were often approved through conditional development permits (CDPs). Attachment D identifies the subject site as well as the larger boundary of the CDP granted for the Sharon Heights Unit 10 subdivision. The subdivision and CDP were originally approved in 1963 and subsequently amended in 1965. The existing CDP contains more detailed development and design standards for the area than the underlying zoning, specifically with regard to building coverage. The existing CDP (Attachment E) limits building coverage for the approximately 64-acre subdivision to 15.5 acres, and more specifically to a maximum of 30 percent for each individual parcel. For development standards not listed in the CDP, the CDP references the R-4-A zoning district. In 1974, the R-4 zoned properties were downzoned to R-3 citywide and therefore, the R-3-A district currently applies to the CDP.

For the City Council's reference, the X (Conditional Development) district is a combining district that combines special regulations or conditions with one of the Zoning Ordinance's established zoning districts. According to the Zoning Ordinance, a CDP "may be issued to allow adjustment of the requirements of the district in order to secure special benefits possible through comprehensive planning of such large development. Further, such adjustment is intended to allow relief from the monotony of standard development; to permit the application of new and desirable development techniques; and to encourage more usable open space than would otherwise be provided with standard development."

#### Planning Commission and Environmental Quality Commission (EQC) Review

The Planning Commission initially reviewed the proposed request at its meeting of November 4, 2013. The Commission received a number of public comments on the project, generally related to the requested tree removals. The Planning Commission voted 5-0 (with Commissioners Onken and Strehl absent) to continue the project, specifically requesting that the applicant comprehensively reevaluate the proposed heritage tree removal requests, in particular for removals that would not be directly construction-related, and to subsequently mark (e.g. place ribbons) the trees proposed for removal in order to enable clear on-site review by Commissioners and the public. In addition, the Planning Commission directed the applicant to work with Recology to determine if on-site trash collection is feasible.

The Planning Commission also discussed the EQC's role in reviewing the requested tree removals. In general, projects for which the Planning Commission acts as the decision-making body are subject to appeal to the City Council. If a project includes heritage tree removals, the EQC separately reviews the request, which is also appealable to the City Council. In a case such as the proposed project at 350 Sharon Park Drive that includes a CDP amendment, all required actions are combined since the Council is the decision-making body on the land use entitlements as well as on the



heritage tree removals. In these cases, the EQC has not traditionally had a role in the review. In response to the comments received on this case, staff consulted with the City Attorney and determined that projects that do not allow for a typical heritage tree review by the EQC and appeal process warrant a review by the EQC since the ordinance does not address this particular situation. Therefore, the EQC reviewed the proposed heritage tree removals at its meeting on December 18, 2013 and provided a recommendation to the Planning Commission and City Council to consider as part of their deliberations and actions on the proposed project. The EQC's recommendation is discussed further in the Trees and Landscaping section of the report.

Subsequently, the applicant reevaluated the heritage tree removals, incorporating the input from the Planning Commission's initial review, which is discussed throughout the report. In addition, the applicant has worked with Recology and provided additional information addressing comments from the Commission and members of the public, such as shade issues around the pool and the phasing of the site improvements. The applicant's response to the Planning Commission's direction, is contained in Attachment F, and explains the modifications to the project in more detail.

The Planning Commission reviewed the revised project at its meeting of February 10, 2014 and voted 5-1, with Commissioner Bressler opposed and Commissioner Riggs absent, to recommend approval of the CDP amendment and heritage tree removal permits to the City Council. The Planning Commission also added a statement to its recommendation identifying that the Commission is concerned that the proposed improvements could increase the rental rates for the existing tenants at the site.

## **ANALYSIS**

### Existing Site Conditions

The project site is located at 350 Sharon Park Drive, and occupies the entire city block. For the purposes of the staff report, Sharon Park Drive is considered to be in an east/west orientation. The site is bounded by Sharon Park Drive to the south, Monte Rosa Drive to the west, Eastridge Avenue to the north, and Sharon Road to the east.

The subject site contains 18 apartment buildings for a total of 296 units, located on a 15.6-acre site. In addition, there are three parking structures on site and a combined recreation center and leasing office currently located adjacent to the pool, near the center of the development. The existing buildings contain approximately 372,306 square feet of gross floor area for a total floor area ratio (FAR) of 54.8 percent. The site currently contains 263,212 square feet of building coverage, which includes the footprints of all dwelling buildings, the parking structures, and accessory structures such as trellises, canopies, covered seating area, etc. The existing building coverage occupies 38.75 percent of the site, which exceeds the maximum building coverage permitted by the CDP. The basis for the increased building coverage is not clear, although it may have related to an earlier determination that the parking structures (which are partially submerged and which have open top levels) did not count as building coverage. Regardless, the 38.75 percent accurately reflects how the City

currently calculates building coverage requirements for the R-3 and related zoning districts. The site has 289 uncovered parking stalls and 229 covered parking stalls on site. The existing parking does not meet the Zoning Ordinance requirement of two parking spaces per dwelling unit, one of which must be covered. However, the applicant is not proposing to increase the number of dwelling units on-site, and the parking was set by the CDP. The tallest buildings on site are 36 feet, ten-and-a-quarter inches above grade.

### Proposed Project

The applicant is seeking approval of a CDP amendment to exceed the maximum building coverage of 30 percent, demolish the existing combined recreation center and leasing office building, and to construct a new two-story recreation center building and a separate leasing office. The proposed recreation center would be located in the same location as the existing building. The applicant is proposing to locate the leasing office along Sharon Park Drive, and would construct a new access point to the property adjacent to the leasing center. The project plans are included in Attachment G for the Council's reference.

The project is generally focused on refreshing the existing buildings, improving the landscaping and on-site amenities, and the construction of a new leasing office and recreation center. However, the applicant also intends to upgrade the interiors of the units, including the provision of in-unit washing machines and dryers. The unit interiors would be upgraded when the units are vacant. The proposed modifications would result in a slight increase in floor area, but the additions would generally be contained within the existing footprint of the structures. The proposed modifications would result in an increase of approximately 7,741 square feet of gross floor area for a total gross floor area of 380,047 square feet and an FAR of 56 percent. The CDP does not regulate FAR since FAR was not in existence at the time of the approved project. Therefore, there is no limit on the FAR at the site. However, the CDP explicitly limits the overall building coverage for the subject site to 30 percent, and for the overall area covered by the CDP to 15.5 total acres. At this time, the applicant is proposing to increase the building coverage at the site from 38.75 percent (263,212 square feet) to 39.52 percent (268,417 square feet). Additionally, the applicant is requesting to amend the CDP to allow the specific parcel to have a maximum building coverage of 40 percent. Therefore, the applicant is requesting flexibility to add 3,300 square feet (approximately 0.48 percent) in the future. Future building coverage increases would be subject to architectural control review by the Planning Commission, but would not require City Council review of a CDP amendment for minor alterations and additions. The draft resolution approving the CDP amendment and the draft CDP itself are included in Attachments B.

The proposed recreation center would be 30 feet, eight-and-three-quarters inches in height and the proposed leasing office would be 29 feet, seven-and-a-half inches in height. Both structures would be below the existing maximum height of 36 feet, ten-and-one-quarter inches. At the November 4 Planning Commission meeting, a member of the public and resident of the apartment complex brought up issues related to shade

impacts from the proposed recreation center on the existing swimming pool. The applicant has reviewed the existing conditions and determined that the existing recreation center already shades the pool for the majority of the day. The applicant does not believe that the proposed recreation center will significantly affect the existing conditions. The applicant's photographs of the existing conditions are included in Attachment H. The applicant is also proposing to upgrade the facades of the existing buildings with new colors and materials, which are discussed in more detail in the Design and Materials section of the report. The proposed project, as currently anticipated, would be constructed in six phases. The applicant provided a detailed phasing plan for the project, which is included in Attachment F. The phasing plan identifies the amount of work for each phase and the heritage tree removals associated with each phase of the project. In addition, the phasing plan identifies that the applicant evaluated the possibility of replacing the existing windows prior to constructing the new buildings, site improvements, and other exterior modifications, and determined that the window replacements would not be feasible in the first phase due to associated stucco and siding work. The applicant states that preconstruction "Town Hall" meetings would be held with the tenants prior to construction to help keep residents informed. In addition, the applicant is proposing to update the site's signage to be consistent with the more contemporary architectural style. The signage would generally replace the existing signage, with the exception of additional directional signs near the site entrances. The sign modifications would result in an overall reduction in total sign area at the site. The applicant's project description letter describes the proposed project in more detail and is included in Attachment I.

### Site Layout and Circulation

The existing apartment buildings are located generally towards the perimeter of the site, with the pool and recreation center located in the middle of the site. The three parking structures all contain individual access points from the public streets bordering the site. Currently, Sharon Park Drive does not contain a vehicular access point to the site, while Monte Rosa Drive contains two access points, one for the parking structure and one for a small uncovered parking lot near the intersection of Monte Rosa Drive and Sharon Park Drive. The buildings are generally grouped along internal courtyards and walkways, which help to create a more suburban feel to the site. The overall site access and configuration is not proposed to change as part of the project, with the exception of the proposed access point along Sharon Park Drive, adjacent to the relocated leasing office. The applicant is proposing to add 10 uncovered parking spaces near the proposed leasing office, and would remove four spaces near the access along Monte Rosa Drive. The proposal would result in a net increase of 6 uncovered parking spaces for a total uncovered parking space count of 225 spaces. The covered parking space count would stay constant at 289 spaces. Therefore, the revised site would contain 514 total parking spaces.

During public comment at the Planning Commission meeting, concerns were raised regarding the existing trash pick-up at the site, specifically with regard to on-street pick-up along Sharon Road. As part of the continuance, the Planning Commission directed

the applicant to work with Recology to determine if on-site collection is feasible. The applicant provided a letter from Recology identifying some possible modifications to the existing trash service locations that could reduce the amount of time vehicles are on the street and/or the need for curb-side pick-up. The applicant has provided a conceptual plan of proposed modifications to the location of pick-up in addition to the letter from Recology. Both are included in Attachment F, as part of the applicant's response to the Planning Commission's guidance. Staff has reviewed the proposed modifications and believes that the proposed modifications would result in improvements to the existing trash pick-up and could help ease concerns from neighboring properties. The conceptual plan would relocate the curb-side pick up along Monte Rosa Drive and Sharon Road to locations within the site. Along Sharon Road, the uncovered parking spaces adjacent to the entrance would be used for trash pick-up. Parking restrictions would need to be applied to those parking stalls accordingly to ensure that the spaces are available for staging of the bins for pick-up on trash pick-up days. The current proposal would retain curb-side pick up along Eastridge Avenue. However, Eastridge Avenue contains less vehicular traffic than Monte Rosa Drive and Sharon Road, and staff believes that there are no feasible alternatives along Eastridge Avenue. Staff believes that the proposed modifications adequately address the Commission's direction relating to the trash pick-up at the site. The Draft CDP (Attachment B, Exhibit A) contains requirements for the trash pick-up at the site, based on the applicant's proposed modifications.

### Design and Materials

The existing buildings on site contain stucco exteriors (painted beige) and wood trim and railings (painted in light brown tones), and are generally reminiscent of the midcentury architectural style. The applicant is proposing to upgrade the exteriors of the existing buildings, maintaining the existing forms while using more contemporary materials for an overall architectural refresh to the site. The facades would be a combination of stucco and horizontal cement fiber siding (painted in beige and brown tones). The deck railings would be replaced with dark grey metal railings and the façades within the recessed deck openings would be stucco painted in a greenish blue color. The privacy fences on the ground-level units would be replaced with painted wood (dark brown) or cedar fences. To complement the façade modifications, the applicant is proposing to modify the roof structure slightly to create parapet roof elements above certain portions of the building sides, below the main roof ridge, which are more in keeping with a contemporary design. As necessary, the applicant intends to replace the existing roof material with 30-year composition shingle roofing.

The recreation center would contain similar materials as the upgraded residential buildings, while utilizing architectural elements that echo the existing buildings on site. The recreation center would contain a combination of stucco and horizontal cement fiber siding. However, to differentiate the recreation center from the residential buildings, the applicant is proposing to utilize reddish brown hues on the horizontal siding and stucco. The railings and entry doors would be dark grey, and the window trim would be a lighter beige color. The proposed leasing office would contain the same colors as the

proposed recreation center. However, the leasing center would contain vertical siding on the upper portion of the facades and stucco on the lower portion. The stucco would be reddish brown, but the vertical siding would be a lighter beige color. The building would also contain architectural features, such as wood corbels, a cupola, and trellis elements on the main entryway façade.

Trees and Landscaping

As part of the overall site improvements, the applicant is updating the landscaping throughout the site and incorporating additional on-site amenities, such as a new dog park, bocce ball court, enclosed tot-lot, and a new BBQ courtyard that would replace a small, secondary pool. The applicant has submitted a preliminary landscape plan, which is included with the project plans. The project plans are included in Attachment G. The comprehensive update of the site landscaping initially included the removal of 65 heritage trees. The applicant submitted an arborist report that inventories the approximately 459 heritage and non-heritage trees on site and documents the size, heritage status, and tree condition. The report also identified if the tree was proposed to be removed, and included tree protection measures to mitigate potential impacts to the protected trees during construction. The City’s contract arborist, Fujitrees Consulting, reviewed the applicant’s arborist report and preliminary tree removal requests. The City’s contract arborist determined that the heritage tree removal requests were warranted, with the exception of three heritage trees. The City arborist also reviewed the contract arborist’s report. The applicant subsequently reevaluated the three tree removals and determined that the three trees could be retained as part of the project. Therefore, the applicant requested 62 heritage tree removals instead of the preliminary request for 65 tree removals. The City’s contract arborist’s initial review and the project arborist’s initial tree inventory are available at the City offices for review. The revised 62 heritage tree removals are summarized in the following table, based on the reason for the removal request (construction-related vs. structure/health) and tree type:

<b>ORIGINAL PROPOSAL (NOVEMBER 2013)</b>							
<b>Construction Related Heritage Tree Removals</b>				<b>Structural/Health Related Heritage Tree Removals</b>			
<i>Tree Name</i>	<i>Type</i>	<i>(Common)</i>	<i>Number of Trees</i>	<i>Tree Name</i>	<i>Type</i>	<i>(Common)</i>	<i>Number of Trees</i>
Chinese Elm			1	Acacia			2
Cottonwood Poplar			3	Evergreen Pear			2
Gum Tree			1	Gum Tree			2
Juniper			1	Monterey Pine			20
Monterey Pine			1	Red Gum Tree			2
Tulip Tree			5	Red Ironbark			6
<i>Intentionally left blank</i>				Shamel Ash			6
				Silver Dollar Eucalyptus			9
				Tulip Tree			1
Total Construction Related Tree Removals			12	Total Structural/Health Related Tree Removals			50

As part of its continuance, the Planning Commission requested that the applicant reevaluate the proposed heritage tree removals in order to limit the number of heritage tree removals. The project arborist subsequently determined that 23 additional trees could be preserved and provided mitigation measures identified in the reevaluation report (Attachment J). Of these 23 trees, 17 are in fair condition and six are in poor condition, according to the project arborist. A recurring mitigation for these trees would be pruning to reduce branch end-weight. In addition, the project arborist determined that three heritage trees could be negatively impacted from the proposed fire water line, required by the Menlo Park Fire District. Therefore, the applicant has revised its request to remove 42 heritage trees, a 20 tree reduction from the request of 62 heritage tree removals. The 23 heritage trees proposed to remain and the three additional tree removals are summarized in the table below:

Reevaluated Trees to Remain				Additional Trees to be Removed for New Fire Line			
Tree Name	Type (Common)	Number of Trees		Tree Name	Type (Common)	Number of Trees	
Monterey Pine		9		Blue Oak		1	
Red Gum		2		Sycamore		1	
Red Ironbark		2		Monterey Pine		1	
Eucalyptus		6		<i>This portion intentionally left blank</i>			
Shamel Ash		1					
Cottonwood		3					
Total Trees Preserved		23		Total New Tree Removals		3	

The project arborist’s reevaluation provided more detailed information regarding the reasons for removal of 21 of the 31 non-construction related removals. In addition, the construction related removals, even with the additional three removals for the fire water line installation, have been reduced to 11 trees. Therefore, the revised project contains 11 heritage tree removals due to construction and 31 heritage trees removals due to health/structure, for a total of 42 trees. The applicant has placed ribbons on the proposed tree removals, as well as the preserved trees for the Council’s review. Orange ribbons indicate heritage trees proposed to be removed due to construction, yellow ribbons indicate heritage trees proposed to be removed due to the existing health/structure of the trees, and green ribbons indicate heritage trees proposed to be maintained as part of the comprehensive heritage tree removal reevaluation. (The Planning Commission and subsequently City Council were notified of the ribbons ahead of the publication of their respective staff reports.) The following table summarizes the revised heritage tree removals, based on the reason for the removal request and tree type:

CURRENT PROPOSAL (FEBRUARY 2014)							
Construction Related Heritage Tree Removals				Structural/Health Related Heritage Tree Removals			
Tree Name	Type (Common)	Number of		Tree Name	Type (Common)	Number of	

<i>Name)</i>	<i>Trees</i>	<i>Name)</i>	<i>Trees</i>
Chinese Elm	1	Acacia	2
Juniper	1	Evergreen Pear	2
Monterey Pine	2	Gum Tree	2
Sycamore	1	Monterey Pine	11
Tulip Tree	5	Red Gum Tree	1
Valley Oak	1	Red Ironbark	4
<i>Intentionally left blank</i>		Shamel Ash	5
		Silver Dollar Eucalyptus	3
		Tulip Tree	1
Total Construction Related Tree Removals	11	Total Structural/Health Related Tree Removals	31

The City's contract arborist reviewed the project arborist's revised tree removals and arborist report and provided comments on the tree protection measures, which have been incorporated into the revised arborist report and tree inventory (Attachment K). The revised tree inventory lists the proposed heritage tree removals based on health/structure and construction, the reevaluated heritage tree removals that will be preserved, and non-heritage tree removals. Fujitrees consulting provided a comment letter on the applicant's revised tree removals and arborist report (Attachment L).

The applicant is proposing to provide 159 heritage tree replacements, which represents a greater than three-to-one ratio, where a one to one ratio is required. The proposed heritage tree replacements include a combination of valley oak trees, London plane trees, and redwood trees. Additionally, the applicant is proposing trees ranging in size from 24-inch box trees to 84-inch box trees, which exceed the minimum requirement of 15 gallons.

The EQC reviewed the proposed heritage tree removals at its meeting on December 18, 2013. At that meeting, the EQC took public comment and discussed the applicant's proposal, including the reduced number of heritage tree removal requests. The minutes from the EQC meeting are included in Attachment M. The EQC voted 7-0 to recommend the following prior to approval of the project:

1. The applicant reconsider trees that will be removed for building construction by submitting structure designs that preserve trees; and
2. As a condition of the development permit, the project and existing/future property owners must ensure that there are "N" number of heritage trees on the whole property at all times going forward. The number "N" should be determined to be no less than the current total of heritage trees on the entire site, but also could be set at a higher level or set to increase in future years. A certified arborist must confirm and document the total number and locations of heritage trees on the property and then annually certify that the number of healthy and well maintained heritage trees is equal to or greater than "N." Any new trees planted on the site must be from city approved list going forward. Particular magnificent specimens should be identified and singled out for

special protection. In addition, the development permit should include the following:

- a. Property owner should pay for its own oversight and city oversight of this permit requirement; and
- b. Ensure this permit standard holds when the property is sold; and
- c. Failure to maintain the required number of trees or proper maintenance to keep trees healthy, shall result in a 4-to-1 tree replacement in addition to a significant financial penalty (which EQC recommends be used to further the city's heritage tree protection and maintenance program).

The applicant has evaluated additional designs for the leasing office building to determine if any additional heritage trees could be preserved. The applicant determined that the best case scenario would be able to retain two heritage trees. However, the alternate design would result in a one-way driveway entrance from Sharon Park Drive, negatively impact the leasing office's street presence along Sharon Park Drive, and result in the need to construct retaining walls and switchback ramps to meet accessibility requirements for the new building. Therefore, the applicant does not believe the proposed redesign is feasible.

The applicant has also evaluated the feasibility of utilizing the existing heritage tree count as a baseline for the project site. However, utilizing the existing 228 heritage trees for the baseline would require that any heritage tree removals be replaced with heritage size trees. The applicant has reviewed the possibility of replanting the 42 heritage tree removals with heritage trees and determined that replacing the heritage tree removals with heritage trees is not feasible, since larger size trees have a reduced chance of long term survival and lower growth rate than the tree sizes currently proposed for replacements. In addition, heritage size replacement trees would require greater excavation and present logistical problems for equipment associated with the excavation and planting. The applicant also states that heritage size replacement trees would impose a significant financial impact to the project. The applicant also evaluated relocating some of the proposed tree removals, but determined that the long term health of the trees would be limited. The applicant, however, believes that the baseline could be set at the post project heritage tree number (186). The applicant states that they would be able to maintain the 186 post-project heritage trees and would provide an annual report identifying the number of heritage size trees on-site and the individual health of the trees. Staff believes that setting the baseline number for the on-site heritage trees as the post-project number is more feasible. Typically heritage tree removals are required to be replaced at a one-to-one ratio and with a 15-gallon size tree. The applicant is proposing a greater than three-to-one ratio, as well as significantly larger box-size trees (24 to 84 inches) than required by the City's Heritage Tree Ordinance. Therefore, staff believes that setting the baseline as the number of trees after completion of the project and associated removals is more appropriate. The applicant would be required to provide the City with annual reports documenting that the heritage trees on-site meet or exceed the baseline (186) number. Staff believes that the annual reporting should begin within one year of approval of the CDP amendment.



Since heritage tree removals would be done in phases, consistent with the development phasing plan, the baseline would not be reached until completion of the entire project. The draft CDP (Attachment B, Exhibit A) contains language requiring the applicant to provide an annual report to the City for review. The CDP also contains penalties for a loss of heritage trees below the baseline number. If the on-site heritage tree count is reduced to below the baseline, the applicant is required to replace the loss of heritage trees at a four-to-one ratio. The increased number of trees would result in an increased cost to the property owner, which represents a financial penalty for failing to maintain the baseline number of heritage trees on-site. The four-to-one replacement ratio is intended to help incentivize the proper maintenance of the baseline number of heritage trees at the site.

While the absolute number of proposed heritage tree removals (42) is large, they represent a small portion of the total trees (approximately 459, including heritage and non-heritage) currently on what is a fairly large 15.6-acre site. In addition, many of the proposed heritage tree removals are Monterey pines (which are susceptible to disease) and eucalyptuses (which some landscape professionals no longer consider recommended trees for this area). Additionally, the applicant has worked with their project arborist to reduce the overall number of heritage tree removals, consistent with the Planning Commission's initial direction. Given that the site was developed in the 1960s, staff believes that this comprehensive landscaping revision, including the replacement plantings of preferred species at larger sizes, is appropriate. In addition, the proposed baseline number of trees would help maintain the tree canopy at the site.

### Correspondence

Staff has not received any items of correspondence directly on the project since the December 18, 2013 Environmental Quality Commission meeting. However, members of the public have provided comments directly to the Planning Commission's email, as well as to the City Council's email log (CCIN).

### Conclusion

The proposed project would result in a comprehensive architectural refresh of the existing buildings at the site, allow for the construction of an expanded recreation/fitness center for the benefit of tenants at the site, enable the construction of a standalone leasing office, and provide a comprehensive update to the existing landscaping at the site. The proposed project has been reviewed by the applicable departments and found to be in compliance with all applicable city requirements. The majority of the proposed heritage tree removals are related to the exiting health of the trees, and they represent a small proportion of the overall trees on a relatively large site. The project arborist has worked diligently to reevaluate the tree removals and has reduced the requested number of heritage tree removals. The updated project arborist report contains tree protection and mitigation measures for the existing trees proposed to remain at the site. Replacement plantings of preferred species would be provided at a greater than three-to-one ratio and at greater sizes than required. The applicant would also be required to

provide an annual report to document the maintenance of the post-construction baseline number of trees. Additionally, the applicant has worked with Recology to improve trash pick-up at the site. The Planning Commission recommended 5-1, that the City Council approve the proposed project. Staff recommends that the City Council approve the conditional development permit amendment and heritage tree removal permits for the proposed project.

## **IMPACT ON CITY RESOURCES**

The project sponsor is required to pay planning permit fees, based on the City's Master Fee Schedule, to fully cover the cost of staff time spent on the review of the project.

## **POLICY ISSUES**

CDPs allow adjustment of the requirements of the underlying zoning district in order to secure special benefits possible through comprehensive planning of large developments and to provide relief from the monotony of standard development, to permit the application of new and desirable development techniques, and to encourage more usable open space than would otherwise be provided with standard development. The proposed project would be consistent with the purposes of a CDP.

## **ENVIRONMENTAL REVIEW**

The project is categorically exempt under Class 1 (Section 15301, "Existing Facilities") of the current California Environmental Quality Act (CEQA) Guidelines.

## **PUBLIC NOTICE**

Public notification consisted of publishing a notice in the local newspaper and notification by mail of owners and occupants within 300 feet of the boundary of the existing CDP.

## **ATTACHMENTS**

- A. Draft Findings, Actions, and Conditions for Approval
- B. Draft Resolution for CDP
- C. Draft Resolution for Heritage Tree Removals
- D. Location Map
- E. Existing CDP, dated approved January 12, 1965
- F. Applicant's Response to Planning Commission and Environmental Quality Commission comments
- G. Project Plans
- H. Photographs of Pool Area Existing Conditions
- I. Applicant's Project Description Letter
- J. Arborist Reevaluation, prepared by Arborwell, dated December 5, 2013

- K. Arborist Report and Tree inventory, prepared by Arborwell, dated December 10, 2013
- L. Peer Review of Arborist Reevaluation and Arborist Report, prepared by Fujitrees Consulting, dated December 11, 2013
- M. Minutes from the EQC meeting of December, 18, 2013

Report prepared by:

*Kyle Perata*  
*Associate Planner*

*Linda Heineck*  
*Community Development Director*

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## ATTACHMENT A

**350 Sharon Park Drive  
Draft Findings, Actions, and Conditions for Approval  
March 4, 2014**

1. Adopt a finding that the project is categorically exempt under Class 1 (Section 15301, "Existing Facilities") of the current CEQA Guidelines.
2. Adopt a Resolution Approving the Conditional Development Permit Amendment for the approximately 8,505 square foot increase in building coverage at the site, façade improvements, comprehensive landscape modifications, and to increase the total maximum building coverage limit to 40 percent. (Attachment B)
3. Adopt a Resolution Approving the Heritage Tree Removal Permits for up to 42 heritage size trees. (Attachment C)

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*DRAFT – March 4, 2014*

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO  
PARK, CALIFORNIA APPROVING A CONDITIONAL DEVELOPMENT  
PERMIT AMENDMENT FOR THE PROPERTY LOCATED AT 350  
SHARON PARK DRIVE**

WHEREAS, the Zoning Ordinance establishes that a Conditional Development Permit (“CDP”) may be issued to allow adjustment of requirements in order to secure special benefits possible through comprehensive planning of large development, and that such adjustment is intended to allow relief from the monotony of standard development; to permit the application of new and desirable development techniques; and to encourage more usable open space than would otherwise be provided with standard development; and

WHEREAS, the City has received an application from BRE FMCA LLC (“Applicant”), to amend an existing CDP for an existing multi-family residential development; and

WHEREAS, the proposed development will not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood of such proposed development, and will not be detrimental to property and improvements in the neighborhood or the general welfare of the City; and

WHEREAS, all required public notices and public hearings were duly given and held according to law; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on February 10, 2014 whereat all persons interested therein might appear and be heard; and

WHEREAS, the Planning Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend to the City Council of the City of Menlo Park to amend the CDP; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on March 4, 2014 whereat all persons interested therein might appear and be heard.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby approves the amendments to the Conditional Development Permit for the Property attached hereto as Exhibit A and incorporated herein by this reference.

I, Pamela Aguilar, 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 \_\_\_\_\_, 2014, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Pamela Aguilar  
City Clerk



*DRAFT – March 4, 2014*

## **CONDITIONAL DEVELOPMENT PERMIT**

**350 Sharon Park Drive (“Sharon Green”)**

### 1. GENERAL INFORMATION:

- 1.1 Applicant: Bob Linder for the BRE FMCA LLC
- 1.2 Property Owner: BRE FMCA LLC
- 1.3 Nature of Project: Conditional Development Permit (CDP) Amendment to increase the maximum permitted building coverage at the site addressed 350 Sharon Park Drive, located within the Sharon heights Unit 10 subdivision and corresponding CDP (dated approved January 12, 1965), from 30 percent, per the previous approved CDP, to 40 percent. The proposed building coverage increase is associated with the development of a new leasing center, reconstructed recreation building, and other site improvements. The proposed increase in building coverage would not allow for an increase in density. As part of the approval of the CDP amendment, the applicant is proposing to construct approximately 8,505 square feet of additional building coverage, for a current total proposed building coverage of 39.52 percent. Any future additions or new structures would be subject to architectural control review by the Planning Commission.
- 1.4 Property Location (Project Site): 350 Sharon Park Drive
- 1.5 Assessor's Parcel Numbers: 074-281-110 and 074-281-120
- 1.6 Area of Property: 679,266 square feet (15.6 acres)
- 1.7 Zoning: R-3-A (X) (Garden Apartment, Conditional Development)
- 1.8 Previous entitlements: The amended Conditional Development Permit for 350 Sharon Park Drive supersedes the previously granted Conditional Development Permit for the site. The amended permit applies only to the property addressed 350 Sharon Park. All other properties within the boundary of the Sharon Heights Unit 10 subdivision are regulated by the CDP approved January 12, 1965.

### 2. DEVELOPMENT STANDARDS:

- 2.1 The current development contains building coverage of **38.75 percent**, which exceeds the **30 percent** development standard set forth in the 1965 CDP. Per this permit, the maximum building coverage for the site shall not exceed **40 percent** through Architectural Control review by the conditions contained herein and in accordance with Section 6.1.3 (Major Modifications) of this document.

- 2.2 Building setbacks shall be in accordance with the approved plans, which may be modified through Architectural Control review by the conditions contained herein and in accordance with Section 6.1.3 (Major Modifications) of this document.
- 2.3 Building height shall not exceed **36 feet, ten-and-one-quarter inches**.
- 2.4 All rooftop equipment shall be fully screened and integrated into the design of the building. Rooftop equipment shall comply with noise requirements of the Municipal Code.
- 2.5 For development standards not expressly identified in this CDP, please refer to the CDP for Sharon Heights Unit 10, approved January 12, 1965.

### 3. USES:

- 3.1 The following uses are permitted at the site:

- 3.1.1 High rise apartments, garden apartments, townhouses, accessory buildings, and appurtenant recreation facilities, consistent with the original CDP. Per the amended CDP, administrative facilities are also permitted uses at the subject site.

### 4 SIGNS:

- 4.1 Signage shall comply with the proposed signage program identified in the plan set. The maximum proposed sign area shall not exceed the existing sign area at the subject site.

### 5 DENSITY:

- 5.1 Density shall not exceed the existing 296 units at the subject site, which is consistent with the "Density Distribution, Sharon Heights Unit 10" exhibit, dated November 1964.

### 6 TRASH AND RECYCLING:

- 6.1 The applicant shall continue to work with the waste service provider to relocate the existing trash collection from the public right-of-ways to on-site locations. The applicant shall at a minimum, relocate the trash collection on Monte Rosa Drive and Sharon Road to locations within the site, as identified on the Trash and Recycling plan dated received January 17, 2014 and approved by the City Council on March 4, 2014.

### 7 HERITAGE TREES:

- 7.1 The applicant shall maintain a minimum of 186 heritage trees on the campus at all times, which shall be considered the baseline number of heritage trees.

- 7.2 To ensure compliance with the proposed baseline, the applicant shall submit an annual report identifying the number of heritage trees on-site, and the existing health and overall condition of each individual tree. The annual report shall be submitted to the City for the first five years after approval of this amendment.
- 7.3 If the applicant fails to maintain the baseline number of heritage trees at the site, the applicant shall be required to replace the deficient number of trees at a four-to-one ratio. The replacement trees shall be a minimum of 24-inch box size, and shall be subject to review and approval of the Planning Division and City Arborist.

## 8 RECORDATION:

- 8.1 Concurrent with the submittal of a complete building permit application, the applicant shall record the amended Conditional Development Permit with the County of San Mateo County. The applicant shall provide a conformed copy of the recordation prior to building permit issuance and the official recorded copy prior to building permit final.
- 8.2 The Conditional Development Permit shall be in force on the effective date of the resolution approving the amendment.

## 9 MODIFICATIONS:

- 9.1 Modifications to the approved Project may be considered according to the following four tier review process:
  - 9.1.1 Substantially Consistent Modifications are made at the staff level. Substantially Consistent Modifications are changes to or modifications of the Project that are in substantial compliance with and/or substantially consistent with the Project Plans and the Project approvals. Substantially Consistent Modifications are generally not visible to the public and do not affect permitted uses, density or intensity of use, restrictions and requirements relating to subsequent discretionary actions, monetary obligations, conditions or covenants limiting or restricting the use of the Property or similar material elements based on the determination that the proposed modification(s) is consistent with other building and design elements of the approved Conditional Development Permit, and will not have an adverse impact on the character and aesthetics of the Property. The determination as to whether a requested change is a Substantially Consistent modification will be made by the Community Development Director (in his/her reasonable discretion).
  - 9.1.2 Minor Modifications are made at the staff level, but the Planning Commission is provided information regarding these modifications. The determination as to whether a requested change is a Minor Modification is determined by the Community Development Director (in his/her reasonable discretion). A Minor Modification is similar in nature to a

Substantially Consistent Modification, except that Minor Modifications generally are visible to the public and result in minor exterior changes to the Project aesthetics. Any member of the Commission may request within seven (7) days of receipt of the informational notice that the item(s) be reviewed by the Planning Commission.

9.1.3 Major Modifications are reviewed by the Planning Commission through Architectural Control. Major Modifications include, but are not limited to, significant changes to the exterior appearance of the buildings or appearance of the Property, and changes to the approved plans, including the addition of building coverage and modifications to the building setbacks, provided that the proposed modification meets all other development regulations set forth in the Section 2 of this document. The determination as to whether a requested change is a Major Modification is determined by the Community Development Director (in his/her reasonable discretion). In reviewing Major Modifications, the Planning Commission shall evaluate the project using the Zoning Ordinance findings for architectural control applications.

9.1.4 Conditional Development Permit Amendments are reviewed by the Planning Commission and the City Council. Conditional Development Permit Amendments are required where the Applicant seeks revisions to the Project which involve (a) the relaxation of the development standards identified in Section 2 (with the exception of setbacks and building coverage) (b) material changes to the uses identified in Section 3, (c) exceedance of the maximum permissible signage area identified in Section 4, or (d) material modifications to the conditions of approval identified in Section 8. If the Applicant wishes to make a change that requires an amendment to this Conditional Development Permit, it shall apply, in writing, to the Planning Division for review and recommendation to the Planning Commission. The Planning Commission shall then forward its recommendation to the City Council for amendment(s) to the Conditional Development Permit.

## 10 PROJECT SPECIFIC CONDITIONS - GENERAL:

10.1 Indemnity by Owner: The Owner shall indemnify, defend and hold harmless City, and its elective and appointive boards, commissions, officers, agents, contractors and employees (collectively, "City Indemnified Parties") from any and all claims, causes of action, damages, costs or expenses (including reasonable attorneys' fees) arising out of or in connection with, or caused on account of, the development and occupancy of the Project, any Approval with respect thereto, or claims for injury or death to persons, or damage to property, as a result of the operations of Owner or its employees, agents, contractors, representatives or tenants with respect to the Project (collectively, "Claims"); provided, however, that Owner shall have no liability under this Section 7.1 for Claims arising from the gross negligence or willful misconduct of any City Indemnified Party, or for Claims arising from, or alleged to arise

from, the repair or maintenance by the City of any improvements that have been offered for dedication by Owner and accepted by the City.

- 10.2 Project Plans: Development of the Project shall be substantially in conformance with the following plans submitted by BDE Architecture dated received by the Planning Division on October 22, 2013, consisting of 83 plan sheets, recommended for approval to the City Council by the Planning Commission on March 18, 2013, and approved by the City Council on \_\_\_\_\_, 2013, except as modified by the conditions contained herein and in accordance with Section 6 (modifications) of this document.
- 10.3 Requirements of External Agencies: Prior to building permit issuance, the applicant shall comply with all Sanitary District, Menlo Park Fire Protection District, Recology, and utility companies' regulations that are directly applicable to the project.
- 10.4 Requirements of Internal Departments: Prior to building permit issuance, the applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the project.
- 10.5 Demolition and Recycling: Prior to demolition permit and building permit issuance, the applicant shall comply with the requirements of Chapter 12.48 (Salvaging and Recycling of Construction and Demolition Debris) of the City of Menlo Park Municipal Code, and is subject to review and approval by the Engineering and Building Divisions.
- 10.6 Construction Safety and Erosion Control Plan: Prior to demolition permit issuance, the applicant shall submit a plan for 1) construction safety fences around the periphery of the construction area, 2) dust control, 3) erosion and sedimentation control, 4) tree protection fencing, and 5) construction vehicle parking. The plans shall be subject to review and approval by the Building and Engineering Divisions prior to issuance of a demolition permit. The fences and erosion and sedimentation control measures shall be installed according to the approved plan prior to commencing demolition.
- 10.7 Heritage Trees: Prior to demolition permit issuance, the applicant shall submit a heritage tree preservation plan, detailing the location of and methods for all tree protection measures, as described in the arborist report. The project arborist shall submit a letter confirming adequate installation of the tree protection measures. The project sponsor shall retain an arborist throughout the term of the project, and the project arborist shall submit periodic inspection reports to the Building Division. The heritage tree preservation plan shall be subject to review and approval by the Planning Division.
- 10.8 Truck Route Plan: Prior to demolition permit issuance, the applicant shall submit a truck route plan and permit to be reviewed and approved by the Transportation Division.

- 10.9 Utilities: Concurrent with the submittal of a complete building permit application, the applicant shall submit a plan for any new utility installations or upgrades for review and approval by the Planning, Engineering, and Building Divisions. All utility equipment that is installed outside of a building and that cannot be placed underground shall be properly screened by landscaping. The plan shall show exact locations, dimensions, and colors of all meters, transformers, junction boxes, relay boxes, and other equipment boxes. The utility plans shall also show backflow and Double Check Detector Assembly (DCDA) devices.
- 10.10 Grading and Drainage Plan: Concurrent with the submittal of a complete building permit application, the applicant shall submit a Grading and Drainage Plan for review and approval by the Engineering Division. The Grading and Drainage Plan shall be prepared based on the City's Grading and Drainage Plan Guidelines and Checklist and the Project Applicant Checklist for the National Pollution Discharge Elimination System (NPDES) Permit Requirements. The erosion and sediment control plans shall be attached to the Grading and Drainage plans and may be similar to the erosion control plan provided for the demolition permit. The Grading and Drainage Plan shall be approved prior to or concurrent with the issuance of a building permit.
- 10.11 Geotechnical Report: Concurrent with the submittal of a complete building permit application, a design-level geotechnical investigation report shall be submitted the Building Division for review and confirmation that the proposed development fully complies with the California Building Code. The report shall determine the project site's surface geotechnical conditions and address potential seismic hazards. The report shall identify building techniques appropriate to minimize seismic damage.
- 10.12 Stormwater: Prior to building permit issuance, the applicant shall enter into and record a "Stormwater Treatment Measures Operations and Maintenance (O&M) Agreement" with the City subject to review and approval by the Engineering Division. With the executed agreement, the property owner is responsible for the operation and maintenance of stormwater treatment measures for the project. The agreement shall run with the land and shall be recorded by the applicant with the San Mateo County Recorder's Office.

*DRAFT – March 4, 2014*

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK, CALIFORNIA APPROVING HERITAGE TREE REMOVAL PERMITS FOR THE PROPERTY LOCATED AT 350 SHARON PARK DRIVE.**

WHEREAS, on March 20, 2013, the City of Menlo Park (“City”) received applications from BRE properties, Inc. (“Project Sponsor”) for removal of 65 heritage trees at the property located at 350 Sharon Park Drive in Menlo Park (“Project Site”), which have since been reduced to 42 heritage tree removals; and

WHEREAS, 11 of the requested tree removals are necessary in order to construct site improvements, including a new leasing office and site access, and 31 trees are necessary to remove due to their existing health or structure; and

WHEREAS, the removal of Heritage Trees within the City is subject to the requirements of Municipal Code Chapter 13.24, Heritage Trees; and

WHEREAS, the City contracted with an independent arborist (“Contract Arborist”) to review the requested tree removals;

WHEREAS, the Contract Arborist reviewed the requested tree removals on October 21, 2013 and the revised tree removal request on December 11, 2013; and

WHEREAS, the Contract Arborist determined that 31 of the heritage trees contained poor health or structure and that 11 heritage trees were necessary to enable construction of the proposed site improvements; and

WHEREAS, the Contract Arborist reviewed the Project Arborist assessment and agreed that the 42 Heritage Trees proposed for removal were in poor to fair health; and

WHEREAS, the City Arborist reviewed the Contract Arborist’s report and agreed with the determinations; and

WHEREAS, the City Arborist determined that the proposed approximately 159 replacement trees would be more compatible with the site; and

WHEREAS, all required public notices and public hearings were duly given and held according to law; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on February 10, 2014 whereat the Planning Commission considered a recommendation from the EQC and whereat all persons interested therein might appear and be heard; and

WHEREAS, the Planning Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend to the City Council of the City of Menlo Park to approve the Heritage Tree Removal Permits; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on March 4, 2014 whereat all persons interested therein might appear and be heard.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby approves the Heritage Tree Removal Permits.

I, Pamela Aguilar, 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 \_\_\_ day of \_\_\_\_\_, 2014, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this \_\_\_ day of \_\_\_\_\_, 2014.

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Pamela Aguilar  
City Clerk



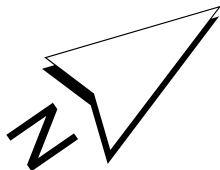


**Legend**  
 - - - - - CDP Boundary

# CITY OF MENLO PARK

## LOCATION MAP 350 SHARON PARK DRIVE

DRAWN: KTP CHECKED: KTP DATE: 03/04/14 SCALE: 1" = 900' SHEET: 1



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## CONDITIONAL DEVELOPMENT PERMIT

1. Applicant: Mr. Duncan Macdonald
2. Property Location: Northeasterly corner of the Sharon Estate included on Tentative Map "Sharon Heights, Unit No. 10" and Lot 12, Unit No. 3
3. Area of Property: Approximately 64 acres, including streets; 57 net acres
4. Proposed Zoning: R-4-A-X (Garden Apartments - Conditional Development)
5. Purpose of Permit:
  - a) To provide for garden apartment development, regulated so as to control development over a period of years; to provide for a maximum of open space, preservation of existing ground cover and to provide many of the desirable characteristics found in single family residential areas.
  - (b) To amend Conditional Development Permit approved February 5, 1963.
- Uses Permitted: High rise apartments, garden apartments, town houses, accessory buildings and appurtenant recreation facilities.
6. Density shall not exceed 1,017 units, distributed approximately as shown on attached map entitled "Density Distribution, Sharon Heights Unit No. 10".
7. Maps to be approved by Planning Commission and City Council.
  - a) Tentative Subdivision Map
  - b) Preliminary Site Plan for total area, showing building sites.
8. Development Plans shall be approved by the Planning Commission prior to application for a building permit. Development plan approval for buildings higher than 2½ stories must be preceded by a public hearing. Said Development Plans shall include:
  - a) Location and elevations of buildings.
  - b) Proposed access to buildings.
  - c) Location of parking and layout of off-street parking.
  - d) Location and type of landscaping and recreation facilities.
  - e) Physical features such as trees, hydrants, flood lights, street lights, fences,
  - f) Proposed drainage facilities approved by City Engineer.
  - g) Proposed easements.
  - h) Cross sections of proposed streets.
  - i) Fire protection facilities considered necessary and reasonable, by the Fire Chief of the Menlo Park Fire District, to provide adequate fire protection.
9. Development Standards:
  - a) Buildings shall be oriented in a functional non-monotonous manner with a maximum of open space around each main building consisting of courts, parkways and patios. Vehicular traffic shall be separated from recreational areas.
  - b) Any necessary street easement shall be dedicated to the City and shall be improved in accordance with design standards as approved by the City Council.
  - c) Maximum building coverage shall be 15.5 acres; not to exceed 30% of any single parcel. All other regulations of the R-4-A District shall apply except maximum building height, which shall be determined by approved Development Plans.
  - d) All off-street parking areas not under cover shall be screened from view by shrubs or trees whose normal growth is not less than four feet in height.
  - e) All trash and garbage collection areas shall be suitably screened with adequate access for collection vehicles.
  - f) Landscaping shall be installed and maintained according to approved landscaping plan.
10. A lighted pedestrian walkway shall be constructed and maintained between Sand Hill Road, at Jordan, and Sharon Park Drive.
11. A Final Subdivision Map shall be filed for the area to be built upon prior to application for a building permit.

- 12. No portion of the property involved in the development shall be severed or sold unless said severed parcel and the development thereon and the remaining parcel and development thereon shall comply with the requirements of this Conditional Development Permit.
- 13. This permit may be amended by the same procedure by which it is granted.

Approved by: Menlo Park Planning Commission

Approved by: Menlo Park City Council

Robert L. Ironside  
Robert L. Ironside, Secretary

Margaret A. Becker  
Margaret A. Becker, City Clerk

Date: December 7, 1964

Date: Jan 12 - 1965

February 4th, 2014

City of Menlo Park

Planning Division

Attention: Kyle Perata

701 Laurel Street

Menlo Park, CA 94025

RE: 350 Sharon Green Drive s

Kyle,

This letter is in response to the questions and comments we received during the Planning Commission and EQC hearings in 2013.

Planning Commission November 4, 2013

- We re-evaluated the Heritage removals for both construction and non-construction and have submitted the revised survey to Staff:
    - We reduced the number of Heritage trees from 62 to 42
    - We are planting 159 replacement trees which represents a 3.7:1 ratio where 1:1 is the required mitigation ratio per the City's Heritage Tree Ordinance
      - Additionally, we are planting a total of 239 new trees for the site which is 80 trees above the 159 Heritage replacements
    - Tree sizes will range from 24" to 84' box which exceeds the 15 gallon size per the City's Heritage Tree Ordinance
  
  - Potential Urban Canopy benefits derived from additional trees at the community:
    - Our consultants believe that the new trees should increase the pounds of Oxygen produced when compared with the existing tree count and that the amount of Carbon Dioxide and other pollutants should also decrease
    - Additional benefits include the reduction of storm drain run off from the site as the additional tree canopies will theoretically capture rainfall and which may reduce the amount of irrigation required
-

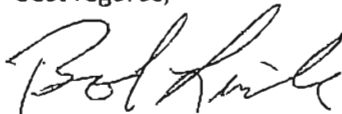
- We are also reviewing our existing tree and plant palette to determine if we can increase the amount of drought tolerant species
- Construction Phasing:
  - A detailed phasing and construction execution plan have been prepared and submitted to City
  - The phasing plan also includes a table that reflects the number of Heritage Trees that will be removed during that segment of work
  - BRE will be holding town hall meetings with residents upon project approval and at least 3 months before the commencement of any work on the residential buildings
- Feasibility of replacing all of the buildings windows first:
  - We studied the feasibility of installing all of the new windows prior to the project's exterior renovations. The upgrades included a 50/50 blend of retrofit and nail in windows. Where the nail in windows occurs there is a flange that would require the stucco and siding work to be completed while the windows are being replaced. Replacing the windows at the time of each building's exterior improvements is the most reasonable method for completing the upgrades
  - Windows will be replaced at the beginning of each buildings renovation and will be completed in one day.
- Trash pickup
  - We met with Recology and we have agreed on a revised trash pickup plan and have forwarded the proposed plan to City
- ADA – Not applicable as project in compliance with all local, State and Federal codes

EQC – December 18, 2013

- At the request of the EQC, and for our own edification, BRE studied 3 different layouts for the Leasing Center in an effort to save additional Heritage Trees. We discovered that the potential to redesign the Leasing Center was not practical for the following reasons:
  - The best plan we devised would only save 2 Heritage trees and negatively impact the drive entrance from Sharon Park Drive and require a "one way" circulation pattern through the new leasing center parking lot
  - Significant grading would be required to revise the leasing center and would result in large retaining walls and switchback ramps to address ADA path of travel
  - Articulation of leasing building and views from Sharon Park Drive would be negatively impacted
- BRE has reviewed the feasibility of replacing the 42 proposed Heritage Tree removals with Heritage Trees and found that it is not a practical course of action for the following reasons:
  - Heritage sized trees have less chance of long term survival and lower growth rate than the trees species and sizes currently reflected on our conceptual landscaping plan
  - Heritage trees will require larger areas of excavation and will present a logistical problem of getting equipment to access areas between buildings, parking structures etc.

- We examined the potential to transplant the existing Plum Trees and the likelihood of long term health and survival makes this scenario impractical
- Financial impact is significant
- Heritage Tree Baseline:
  - Owner will agree to establish a Baseline number of Heritage Trees under the following proposal
    - The Baseline number will be based upon the approved landscaping plan and confirmed at the time of final project completion/inspection
    - A 5-year monitoring plan with annual reports submitted by owner's arborist. Owner will pay for the City's review of the annual reports. City and Owner will establish a budget formula for calculating the cost of City review

Best regards,



Bob Linder

Sr. Director, Real Estate Investment

BRE Properties, Inc.

BRE Properties, Inc.  
5141 California, Ste 250  
Irvine, CA 92617

Frances Ouellette  
Sr. Director Reinvestments Capital Improvements

Telephone: 949-863-4255

Facsimile: 949-863-4202

January 29, 2014



Kyle Perata  
City Of Menlo Park  
Planning Commission  
701 Laurel Street  
Menlo Park, CA 94025

Dear Mr. Perata,

Outlined below is the construction execution plan for each component of the Sharon Green Renovation Project. The execution of the work is based on the existing field conditions as we know them today. Several site inspections of the exterior and interior buildings, site topography and pot holing have been completed to support the execution assumptions. The construction plan is subject to change if there are unknown field conditions that may arise during the renovation process.

**Exterior Phasing Plan**

The exterior renovation will consist of 6 phases as outlined below. Each phase will include the completion of the residential building exteriors and the site amenities associated with each phase. The work will continue in occupied buildings and all construction and building codes will be enforced during the construction process to ensure the safety of the residents, guests, workers and vendors associated with the renovation and operations of the property. Included are the interior upgrades in the corridors of buildings Type 1 and 2, the work will be in process while the apartment homes are occupied. All work will take place Monday through Friday from 8:00 am to 5:00 pm.

The table below includes the sequencing of the Heritage Tree Removals associated with each phase of the renovation process.

Phase #0	Fire line Installation		12 ea Heritage Tree Removals Impacting Phases 1-5
Phase #1	Exterior Renovation of 3 Residential Buildings/New Construction of Leasing Office	Includes Landscape Amenities	8 ea Heritage Tree Removal
Phase #2	Exterior Renovation of 4 Buildings	Includes Landscape Amenities	8 ea Heritage Tree Removal
Phase #3	Exterior Renovation of 3 Residential Buildings/Reconstruct Clubhouse Building in current location	Includes Landscape Amenities	7 ea Heritage Tree Removal



Phase #4	Exterior Renovation of 3 Residential Buildings	Includes Landscape Amenities	2 ea Heritage Tree Removal
Phase #5	Exterior Renovation of 4 Residential Buildings	Includes Landscape Amenities	5 ea Heritage Tree Removal

**Site work**

The site work consists of installing the fire line for a complete fire sprinklers system, grading, plumbing, electrical and foundation work for the new leasing office and reconstruction of the clubhouse. The installation of the fire line is expected to take an estimated 4-6 months to complete. The work will occur around the buildings and throughout the property. All Heritage Tree Ordinance, Building Code, Bay Area Air Quality Management and OSHA requirements will be in place prior to and during the course of construction.

**Exterior Buildings**

The renovation of the exterior building includes new roofs, new windows, new privacy patio and ornamental iron railings. The building envelope will include new stucco and Hardy Plank Siding. During the exterior construction the new gas and plumbing line infrastructure will be installed for the washer and dryers and fire sprinkler system. The exterior work will require the installation of lighted scaffolding around at each building and will remain until each individual building is complete. Each building is expected to take 4-6 months depending on the individual building type and the construction will run concurrently with at least three buildings under construction at one time.

**NOTE: The feasibility of installing the new upgraded window replacements as a separate project before the exterior renovation starts has been reviewed. The upgrades included a 50/50 blend of retrofit and nail in windows. Where the nail in windows occurs there is a flange that would require the stucco and siding work to be completed while the windows are being replaced. Replacing the windows at the time of the building exterior improvements is the most reasonable and best practice for completing the upgrades.**

**Unit Interior Upgrades**

The unit interior upgrades include new cabinets, quartz countertops, stainless steel appliances, plumbing and electrical fixtures and new flooring throughout. The work also includes the final tie in for the washer/dryer hook ups, fire sprinkler systems and gas line for the new appliances. The unit upgrade work will take place when the apartment home is vacant and expected to take about 20-25 work days to complete the upgrades.

Sincerely,

BRE Properties, Inc.

Frances C. Ouellette  
Sr. Director, Reinvestments/Capital Improvements

Cc: Bob Linder Director Sr. Director Real Estate Investments

Begin forwarded message:

**From:** Gino Gasparini <[ggasparini@recology.com](mailto:ggasparini@recology.com)>

**Date:** November 19, 2013 at 5:14:35 PM PST

**To:** "'[mwiford@Breproperties.com](mailto:mwiford@Breproperties.com)'" <[mwiford@Breproperties.com](mailto:mwiford@Breproperties.com)>

**Cc:** "'[afitzwater@cassinfo.com](mailto:afitzwater@cassinfo.com)'" <[afitzwater@cassinfo.com](mailto:afitzwater@cassinfo.com)>, Yvette Madera <[ymadera@recology.com](mailto:ymadera@recology.com)>

**Subject:** Sharon Green Recology San Mateo County Collection Services

Good afternoon Michael—Per our phone conversation regarding the Sharon Green/BRE Properties location in Menlo Park and our Recology San Mateo County recycling and waste services, I have included my comments/directions pertaining to the realities of the service situation at the complex.

As I mentioned to you, at one time (in my much younger days) I worked on the collection vehicles and we/I did service the Sharon Green complex in much the same way. It was three times a week service (as it is now, M/W/F). Our trucks stayed on the streets as the collection containers were brought out to the street area. This is not unusual in many “older” Multi-Family/Apartment/Condo developments where there is no truck access to the containers and/or limited space/height to dump the containers. There are also current developments being built (as we speak) in Redwood City that fall within the guidelines of the Redwood City Downtown Precise Plan that require the containers to be brought out to an area for dumping that is not unlike Sharon Green.

With that said, we would be happy to work with BRE regarding your redevelopment of the site and to discuss and be a part of the design that has an “on site/property location” to stage the dumpsters and keep them off the streets.

In the meantime, we can look at exchanging the recycling bins/containers for larger containers. By doing this, we may be able to cut down on the service days which means less bins on the streets and we can certainly look at the possibility of doing this with the waste bins/containers as well. Also, and on the service days, I would like to investigate if we can “tighten up” the service times so that the containers are only on the streets for no more than an hour—of course this would take coordination with your team at the Sharon Green Complex. **As an example**, if your team can get the carts out (and only out) by 9AM on the service days, we would have them all dumped by 10AM and ready to get them off the streets.

Looking forward to working with you and if you have any further questions or concerns, please do not hesitate to contact me.

All the best—Gino

**Gino Gasparini**

Public Affairs Manager

**Recology San Mateo County**

225 Shoreway Road | San Carlos, CA 94070

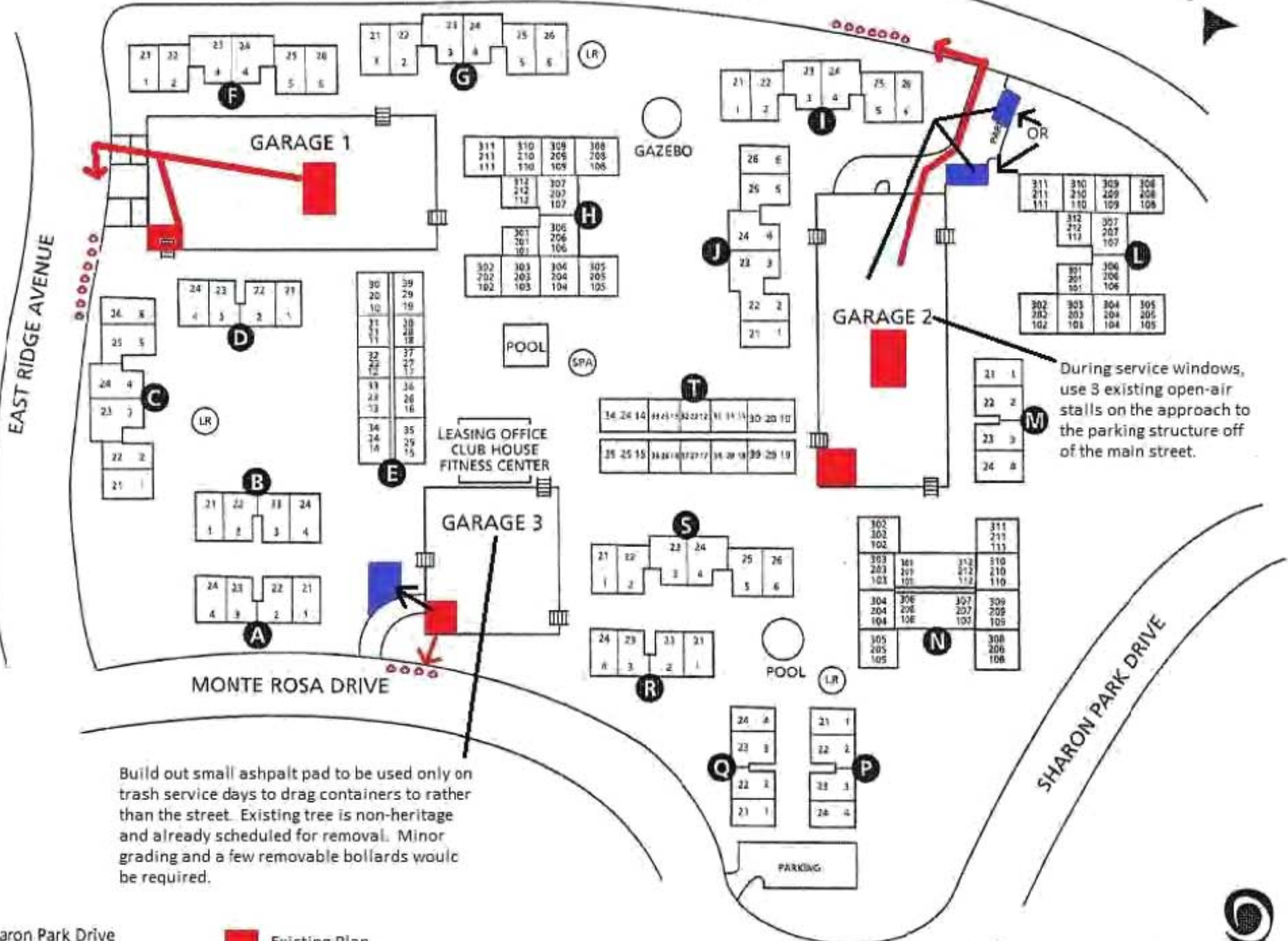
T: 650.598.8254 | M: 650-333-5915 | [ggasparini@recology.com](mailto:ggasparini@recology.com)

(a **Recology™** company)

WASTE ZERO

***A cleaner, greener environment...one stop at a time.***

SHARON ROAD



During service windows, use 3 existing open-air stalls on the approach to the parking structure off of the main street.

Build out small asphalt pad to be used only on trash service days to drag containers to rather than the street. Existing tree is non-heritage and already scheduled for removal. Minor grading and a few removable bollards would be required.

- Existing Plan
- Potential Plan

350 Sharon Park Drive  
 Menlo Park, CA 94025  
 www.breSharonGreen.com  
 650.854.3900

**RECEIVED**

JAN 27 2014

CITY OF MENLO PARK  
BUILDING

**SHARON GREEN APARTMENTS**

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350 SHARON PARK DRIVE  
MENLO PARK, CA

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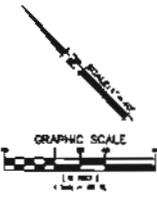
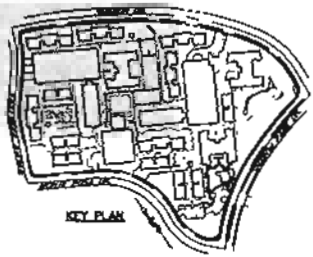
PLANNING RESUBMITTAL SEPTEMBER 5, 2013









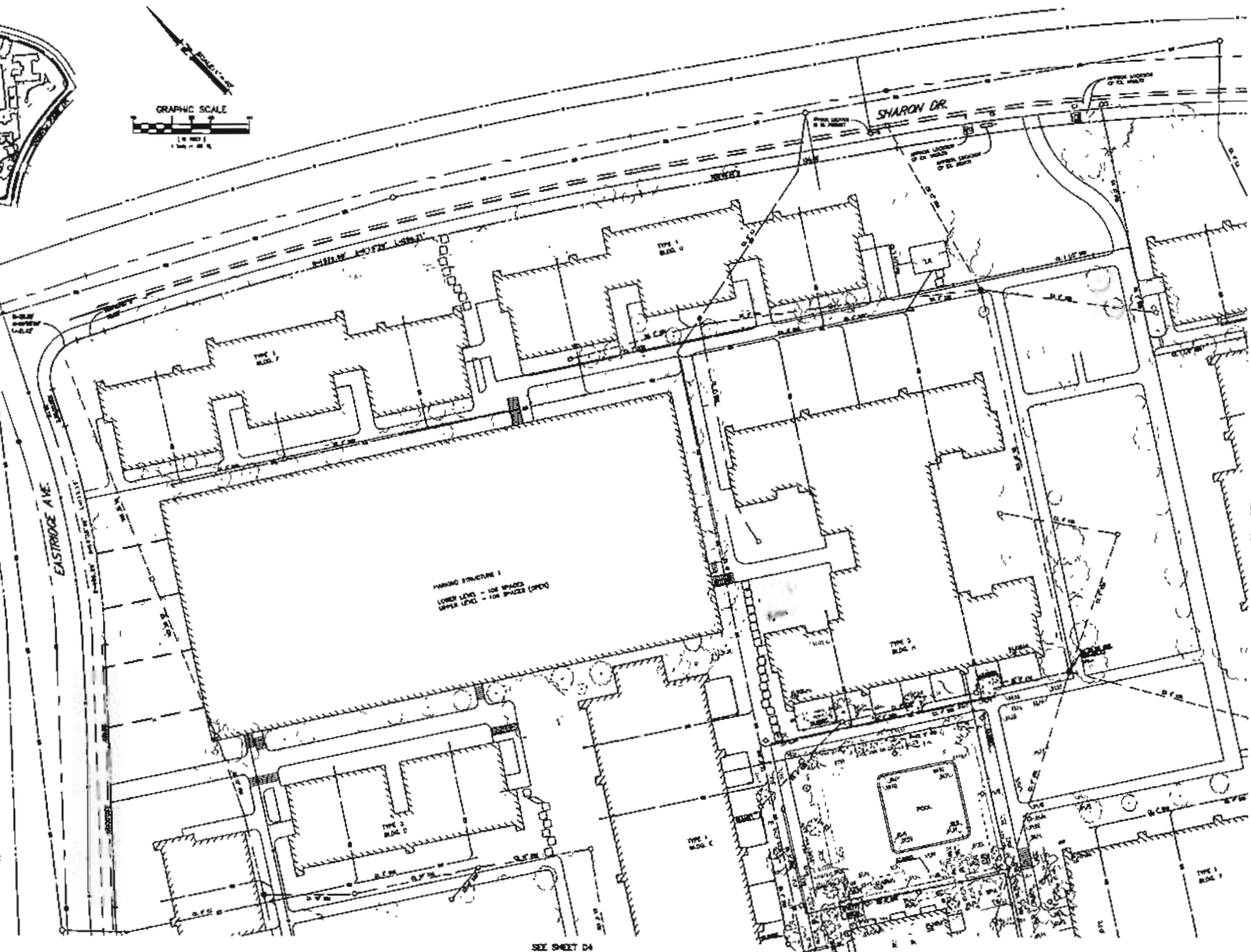


**ABBREVIATIONS**

- ASPHALT CONCRETE
- AREA DRAIN
- BACK OF WALL
- BOTTOM OF WALL
- BUILDING
- CASTED BARR
- CLEARANCE
- CONCRETE
- CORNER
- EDGE OF PARAPET
- EXTING
- FACE OF CURB
- FENCE
- FOUND.
- FRESH FLOOR
- FIRE HYDRANT
- GARAGE
- GRAVEL
- MANHOLE
- SPACE
- LIGHTNING ROD
- MANHOLE
- POSSIBLE
- PROPERTY LINE
- RIGHT OF BAY
- SANITARY
- SEWER
- STORM
- TOP OF CURB
- TOP OF WALL
- UTILITY ROOM
- WATER

**LEGEND**

- | EXISTING | PROPOSED                            |
|----------|-------------------------------------|
|          | PROPERTY LINE                       |
|          | GRIDS LINE                          |
|          | EXISTING FOOT OF PARAPET            |
|          | CURB, GUTTER, BENCHMARK AND UTILITY |
|          | FIRE HYDRANT                        |
|          | SANITARY SEWER AND MANHOLE          |
|          | STORM SEWER AND MANHOLE             |
|          | HOODS (W/O)                         |
|          | STORM SILEY                         |
|          | WATER MAIN                          |
|          | FIRE SERVICE                        |
|          | WATER VALVE                         |
|          | POWER POLE                          |
|          | ELECTROLER                          |
|          | QTY SURVEY MONUMENT                 |
|          | BOX                                 |



**BDE**  
ARCHITECTS

**bre**  
THE BUREAU OF RECORDS

Civil Engineering Available  
for Subsequent Plans - Complete  
for Record - 10% Fee  
for 12 Months - 2.5% Fee

**SHARON GREEN APARTMENTS**  
880 SHARON PARK DRIVE  
MENLO PARK, CALIFORNIA

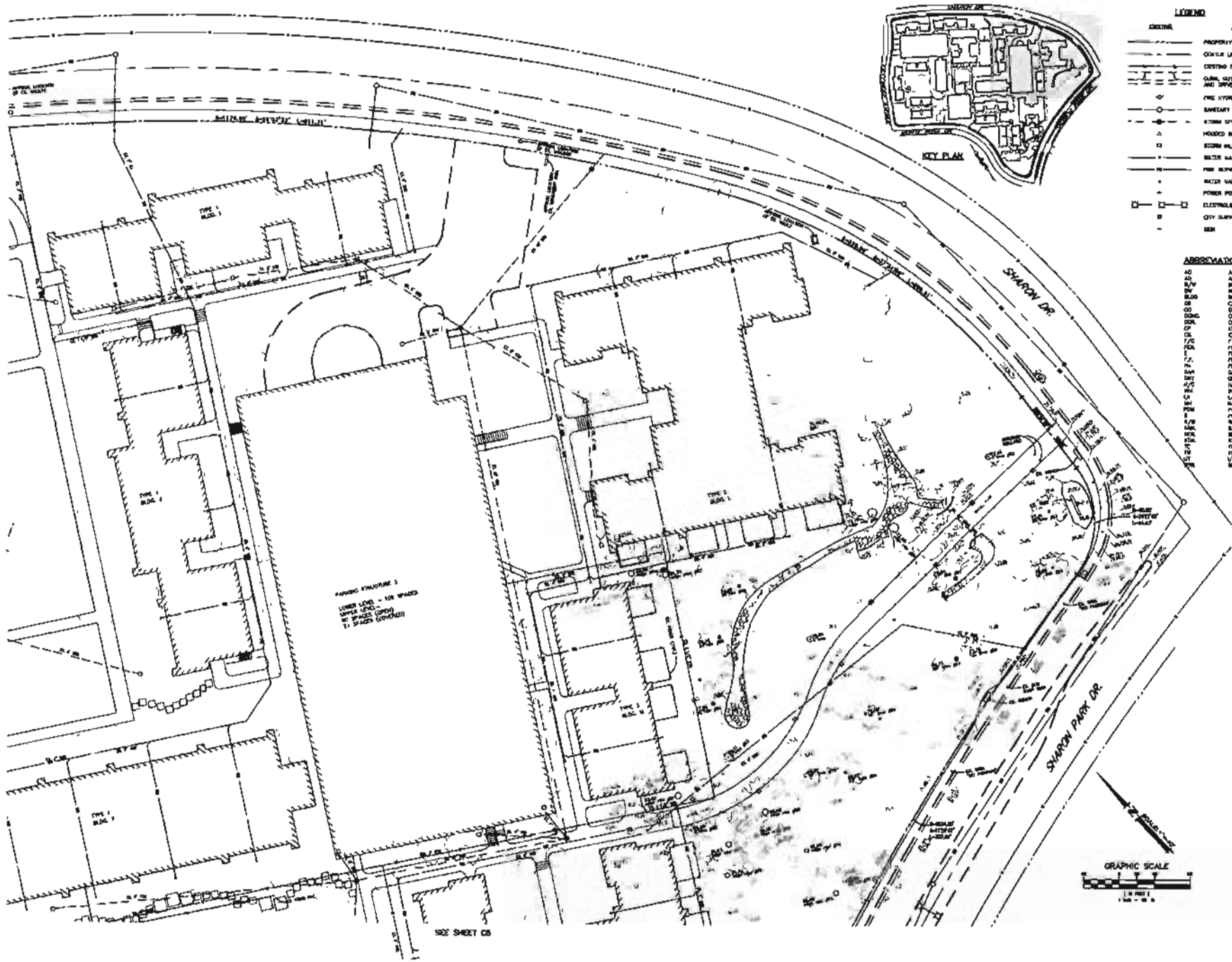
SEE SHEET C3

SEE SHEET D4

**EXISTING CONDITIONS**

DATE: 01/28/73  
BY: CJK  
CHECKED: JCB  
DATE: 01/28/73





- LEGEND**
- |     |                                     |     |                         |
|-----|-------------------------------------|-----|-------------------------|
|     | <b>EXISTING</b>                     |     | <b>PROPOSED</b>         |
| --- | PROPERTY LINE                       | --- | ODDILE LINE             |
| --- | EXISTING EDGE OF PAVEMENT           | --- | ODDILE EDGE OF PAVEMENT |
| --- | CURB, GUTTER, SIDEWALK AND APPROACH | --- | FIRE HYDRANT            |
| --- | SAFETY BEARS AND MARKERS            | --- | STORM SEWER AND MARKERS |
| --- | HOODED BUILT                        | --- | STORM BUILT             |
| --- | WATER MAIN                          | --- | FIRE WELVEY             |
| --- | WATER VALVE                         | --- | POWER POLE              |
| --- | ELECTRICIAN                         | --- | CITY SUPPLY MONUMENT    |
| --- | SEE                                 |     |                         |

- ABBREVIATIONS**
- AC ASPHALT CONCRETE
  - AD AREA DRAIN
  - AWP ARIE OF WALL
  - BY BOTTOM OF WALL
  - BSD BUILDING
  - CB CATCH BASIN
  - CC CONCOURSE
  - CDL CONCOURSE
  - CP CURB
  - CS CURB
  - DC DRAINAGE
  - DE DRAINAGE
  - EA EXISTING
  - FC FACE OF CURB
  - FDK FLOOR
  - FL FLOOR
  - FM FIRE MOUNTAIN
  - GN GRATE
  - GR GRATE
  - HS HANDICAP
  - IR INVERT
  - LR LAUNDRY ROOM
  - MA MARKER
  - PO POLE
  - PR PROPERTY LINE
  - RS ROAD OF WAY
  - SB SAFETY
  - SM SIGN
  - ST STREET
  - TC TOP OF CURB
  - TR TOP OF WALL
  - UT UTILITY ROOM
  - VE VEGETATION

**BDE**  
ARCHITECTS

**bre**  
BE BOLD, BE BRAVE

**Old Righting Association**  
104 S. Harbor - Fresno - 509-255-1111  
100 West 10th Street - San Francisco - 415-774-1111  
100 West 10th Street - San Francisco - 415-774-1111

**SHARON GREEN APARTMENTS**  
300 SHARON PARK DRIVE  
MENLO PARK, CALIFORNIA

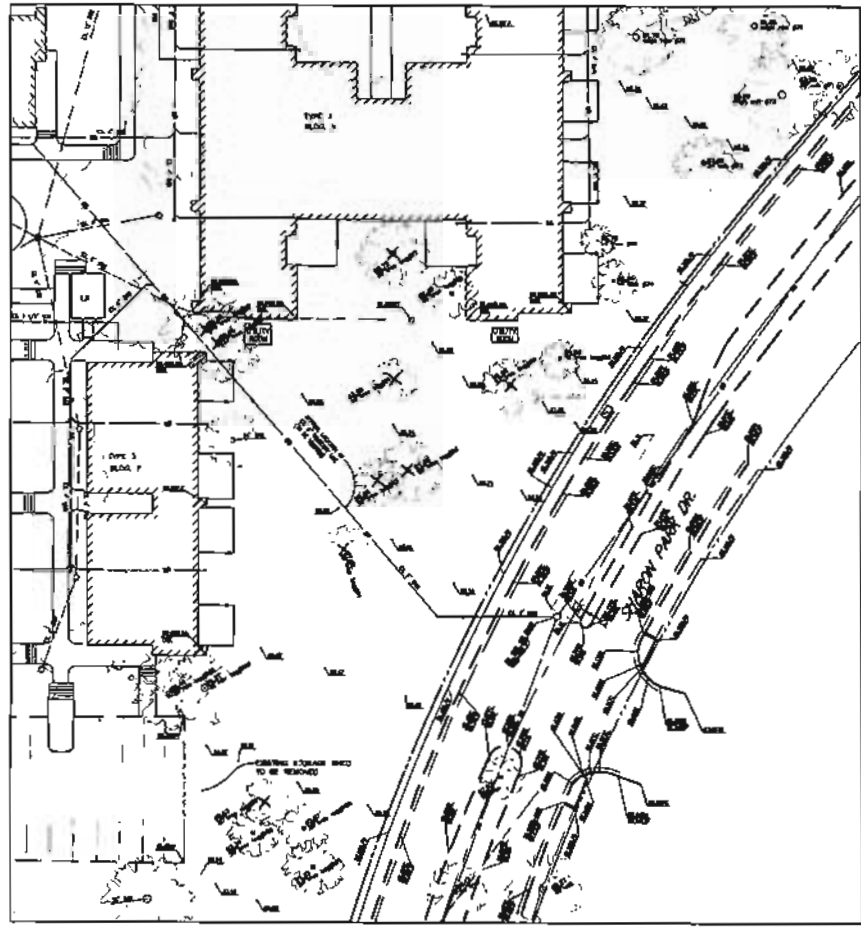
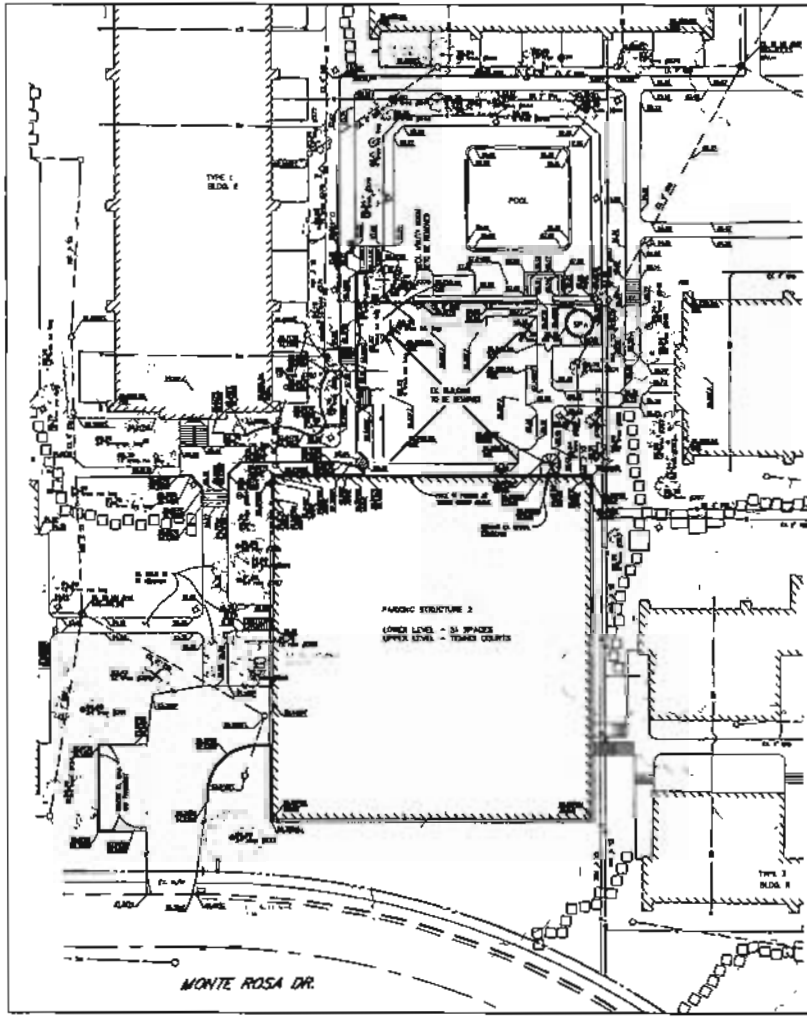
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**EXISTING COORDINATE**

**C3**

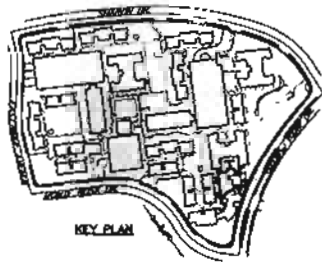






LEASING CENTER SITE

RECREATION CENTER SITE



ABBREVIATIONS

AD	ASPHALTE CONCRETE
AD	AREA DRAIN
B/W	BACK OF WALL
BL	BOTTOM OF WALL
BLDG	BUILDING
CB	CLEANSING
CD	CERAMIC
CONC	CONCRETE
CON	CONTINGENT
CP	EDGE OF FINISHMENT
CS	CURB
FC	FACE OF CURB
FLOOR	FLOORING
F.P.	FRESH PLASTER
F.H.	FIRE HYDRANT
GA	GARAGE
GR	GRASS
GRV	GROVE
L.A.	LAUNDRY ROOM
MA	MANHOLE
PCB	PERIMETER
P	PROPERTY LINE
P/W	POUR WALL
SAL	SANITARY
SE	SEWER
ST	TOP OF GROUND
STB	TOP OF WALL
ST	STRUCTURE
W	WATER

LEGEND

(Solid line)	PROPERTY LINE
(Dashed line)	CENTER LINE
(Dotted line)	EXISTING EDGE OF FINISHMENT
(Line with diagonal hatching)	GLASS, GLAZING, METALLIC & DECORATIVE
(Line with cross-hatching)	FIRE HYDRANT
(Line with 'S' symbol)	SANITARY SEWER AND MANHOLE
(Line with 'MA' symbol)	STORM SEWER AND MANHOLE
(Line with 'A' symbol)	STORM SILENT
(Line with 'H' symbol)	STORM SILENT
(Line with 'W' symbol)	WATER MAIN
(Line with 'F' symbol)	FIRE BRICK
(Line with 'M' symbol)	MATERIAL
(Line with 'D' symbol)	DIFFERENCE MEASUREMENT
(Line with 'X' symbol)	JOIN
(Line with 'X' symbol)	TO BE REMOVED
(Line with 'X' symbol)	TO BE REMOVED

NOTES

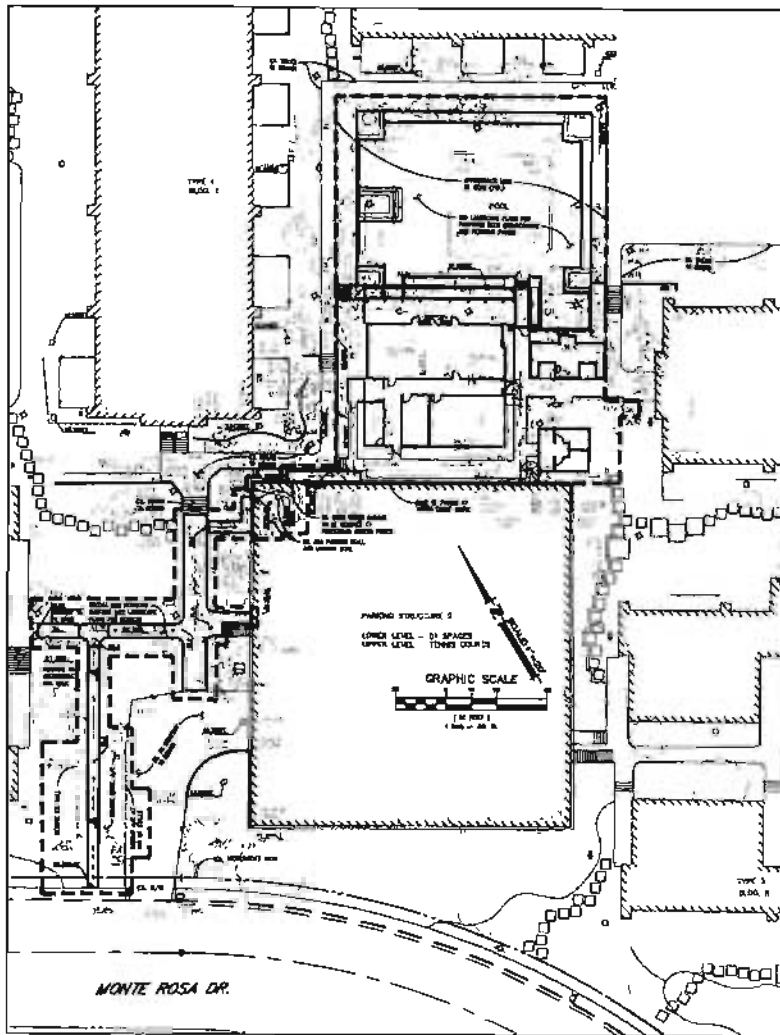
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10. ALL WORK IS TO BE COMPLETED BY THE DATE SHOWN ON THE DRAWING.

DATE	04/20/73
DESIGNED BY	04/20/73
DRAWN BY	04/20/73
CHECKED BY	04/20/73

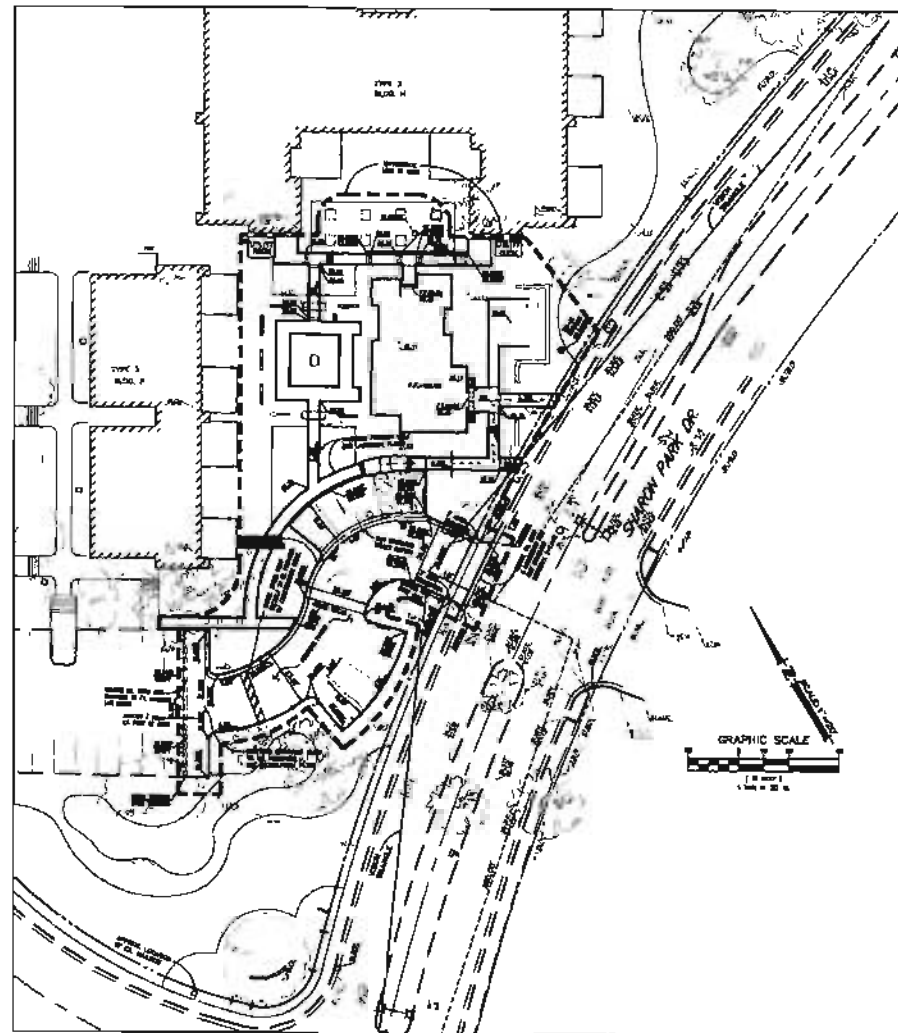


DEMOLITION PLAN

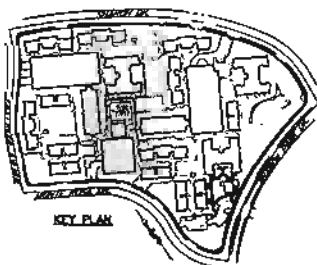
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DRAWN BY: [Name]



RECREATION CENTER SITE



LEASING CENTER SITE



KEY PLAN

ABBREVIATIONS	LINE CONVENTIONS
AC ASPHALT CONCRETE	---
AD AREA DRAIN	---
APR BACK OF WALL	---
BC BOTTOM OF WALL	---
BL BRICK	---
CH CHAIN BASH	---
CO CONCRETE	---
CR CURB	---
CS CURB SIDE	---
DC DRIVE	---
DF DRIVE FRONT	---
DK DRIVE	---
DL DRIVE	---
DR DRIVE	---
DU DRIVE	---
EA EXISTING ASPHALT	---
FA FRESH ASPHALT	---
FR FRESH FLOOR	---
GR GRANITE	---
HA HANDICAP	---
IB IRON	---
LA LAUNDRY ROOM	---
MA MASONRY	---
PC PORTLAND CONCRETE	---
PF PAVEMENT	---
PL PLASTER	---
PS PLASTER	---
PT PORTLAND CEMENT	---
RA RAIN WATER	---
RE REINFORCED CONCRETE	---
RF REINFORCED FLOOR	---
RI REINFORCED	---
RT REINFORCED TOP OF CURB	---
TR TOP OF CURB	---
UT UTILITY ROOM	---
WC WOOD	---

LEGEND	REVISIONS
---	PROPERTY LINE
---	CENTER LINE
---	EXISTING EDGE OF PAVEMENT
---	CURB, BUFFER, SIDEWALK & DRIVEWAY
---	FIRE HYDRANT
---	SANITARY SEWER AND MANHOLE
---	STORM SEWER AND MANHOLE
---	HOODED WILD
---	STORM INLET
---	WATER MAIN
---	FIRE SERVICE
---	WATER VALVE
---	POWER POLE
---	FLUORESCENT LIGHTING
---	CITY SURVEY MONUMENT
---	SEW
---	RAISED-CURB RAMP
---	DIRECTION OF FLOW & GRADIENT
---	H/C PATH OF TRAIL

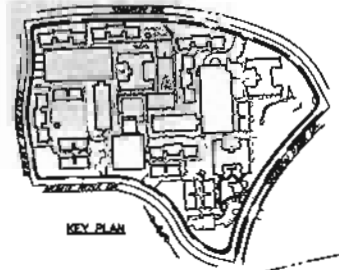
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REVISION	04/27/74
DATE	04/27/74
REVISION	04/27/74

PLANS	02/04/13
REVISIONS	04/17/13
REVISIONS	04/18/13



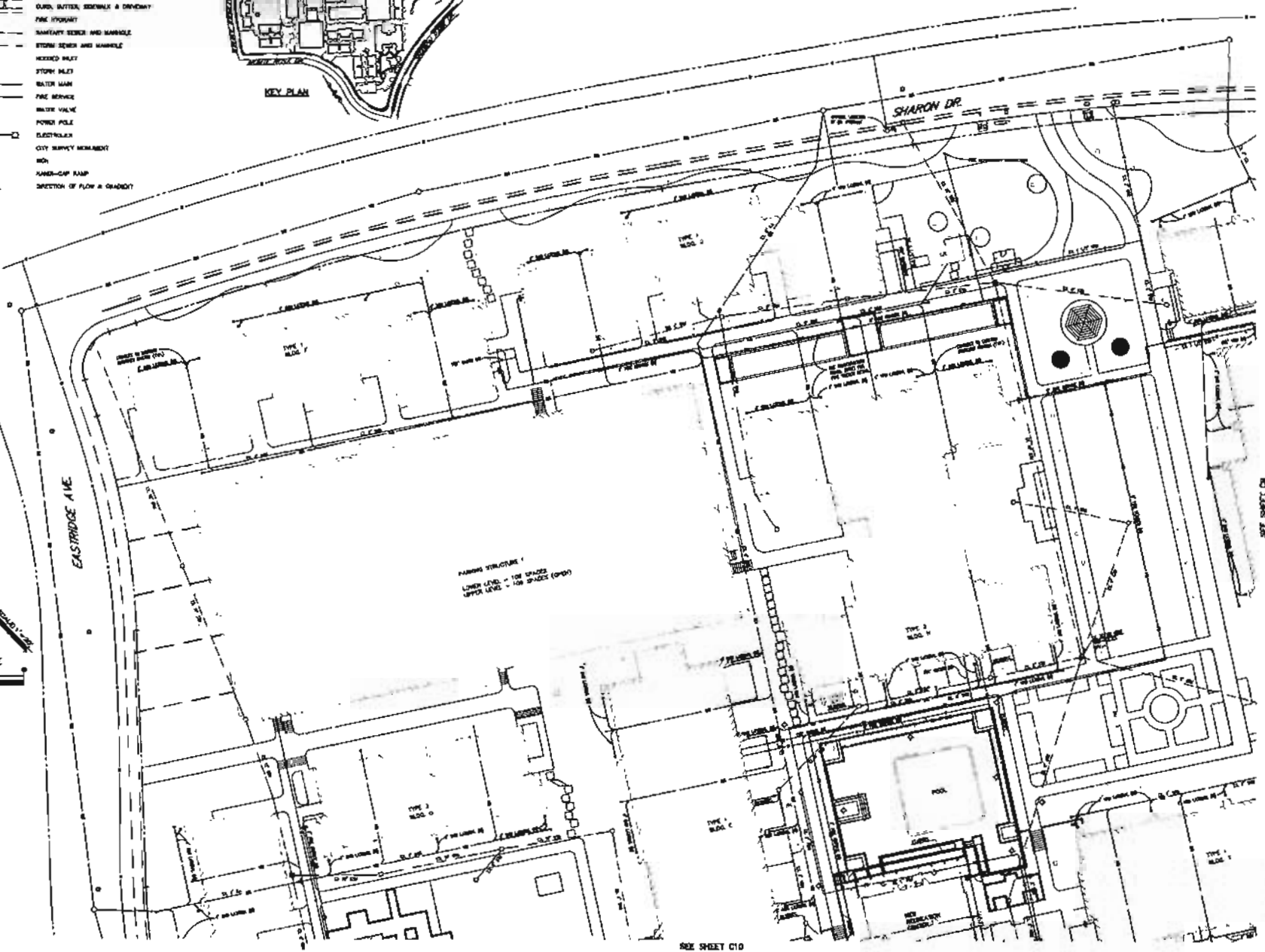
**TO BE CONSTRUCTED**

LEGEND	SYMBOL	DESCRIPTION
---	---	PROPERTY LINE
---	---	CENTER LINE
---	---	EXISTING EDGE OF PAVEMENT
---	---	CURB, GUTTER, SIDEWALK & DRIVEWAY
---	---	PAVE (STREET)
---	---	SAWTOOTH SEWER AND MANHOLE
---	---	STORM SEWER AND MANHOLE
---	---	NEEDED PAULT
---	---	STORY PAULT
---	---	WATER MAIN
---	---	FIRE SERVICE
---	---	WASTE VALVE
---	---	POWER POLE
---	---	ELECTRICAL
---	---	CITY SERVICE MOUNTING
---	---	HO
---	---	HANDICAP RAMP
---	---	DIRECTION OF FLOW & GRADIENT



**ABBREVIATIONS**

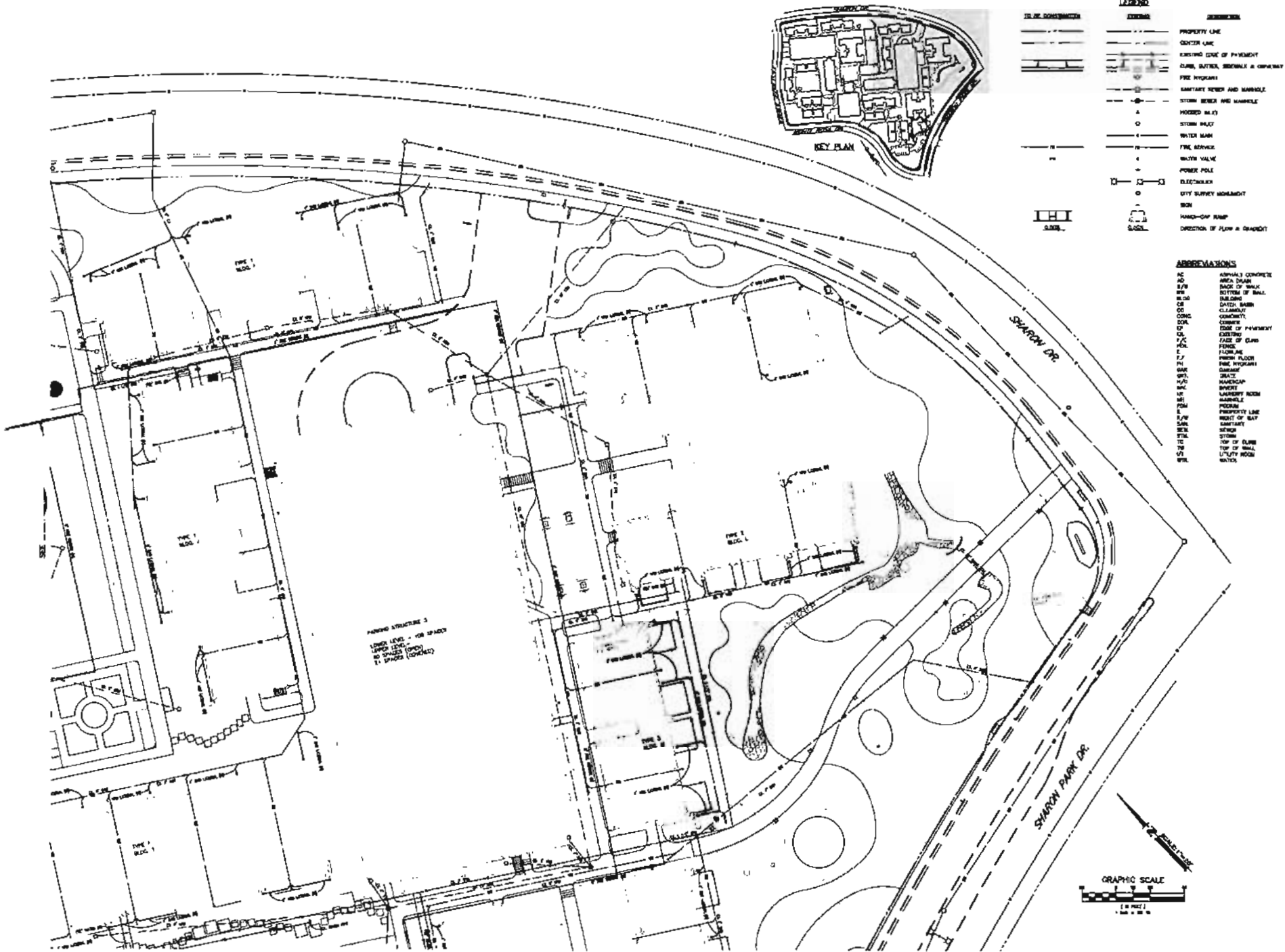
AC	APPROXIMATE
AD	AREA DRAIN
BD	BACK OF BUILDING
BS	BOTTOM OF SOIL
BLD	BUILDING
CB	CATCH BASIN
CD	CLEARANCE
CS	CORNER
CV	TYPE OF PAVEMENT
CV	FACE OF CURB
CV	FENCE
CV	FLYING LINE
CV	FRESH FLOOR
CV	FIRE HYDRANT
CV	GASLINE
CV	GRAVE
CV	HANDICAP
CV	PAULT
CV	LAUNDRY ROOM
CV	MANHOLE
CV	POSSIBLE
CV	PROPERTY LINE
CV	WORTH OF PAULT
CV	SAWTOOTH
CV	STREET
CV	TOP OF CURB
CV	TOP OF WALL
CV	UTILITY ROOM
CV	WATER



FINISH STRUCTURE 1  
LOWER LEVEL - 108 SPACES (1000)  
UPPER LEVEL - 108 SPACES (1000)

SEE SHEET C10

SEE SHEET C8



**LEGEND**

**TO BE CONSTRUCTED**

**EXISTING**

**PROPERTY LINE**

**OWNER LINE**

**EXISTING EDGE OF PAVEMENT**

**CLUB, SUITE, SIGNAGE & GARAGE**

**FIRE HYDRANT**

**SEWER MAIN AND MANHOLE**

**STORM MAIN AND MANHOLE**

**HOODED MANHOLE**

**STORM MAIN**

**WATER MAIN**

**FIRE SERVICE**

**WATER VALVE**

**POWER POLE**

**ELECTRICAL**

**CITY SURVEY MONUMENT**

**BOX**

**HAND-OFF POINT**

**DIRECTION OF FLOW & GRADE**

**ABBREVIATIONS**

AC	AD	ASPHALT CONCRETE
AD	BS	BREAK DOWN
BS	BS	BACK OF WALK
BS	BS	BOTTOM OF BANK
BS	BS	BUILDING
BS	BS	BURIED
BS	BS	CLIMBOUT
BS	BS	CONCRETE
BS	BS	CONCRETE
BS	BS	EDGE OF PAVEMENT
BS	BS	EXISTING
BS	BS	FACE OF CLAD
BS	BS	FENCE
BS	BS	FLOORLINE
BS	BS	FRESH FLOOR
BS	BS	FIRE HYDRANT
BS	BS	GARAGE
BS	BS	GRASS
BS	BS	HAND-OFF
BS	BS	MANHOLE
BS	BS	MANHOLE ROOM
BS	BS	MANHOLE
BS	BS	POWER
BS	BS	PROPERTY LINE
BS	BS	RIGHT OF WAY
BS	BS	SEWER
BS	BS	SEWER
BS	BS	STAIR
BS	BS	TOP OF CLAD
BS	BS	TOP OF WALL
BS	BS	UTILITY ROOM
BS	BS	WATER

PARADE STRUCTURE 2  
 LOWER LEVEL - FOR SPACES  
 LOWER LEVEL  
 NO SPACES (TOP)  
 11 SPACES (LOWER)

SEE SHEET C11

**BDE**  
 ARCHITECTS

**bre**  
 THE CITY, THE STATE

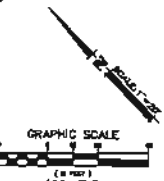
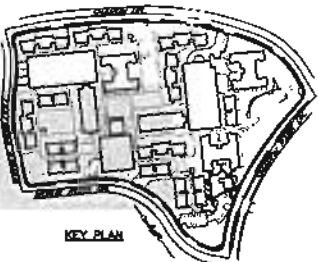
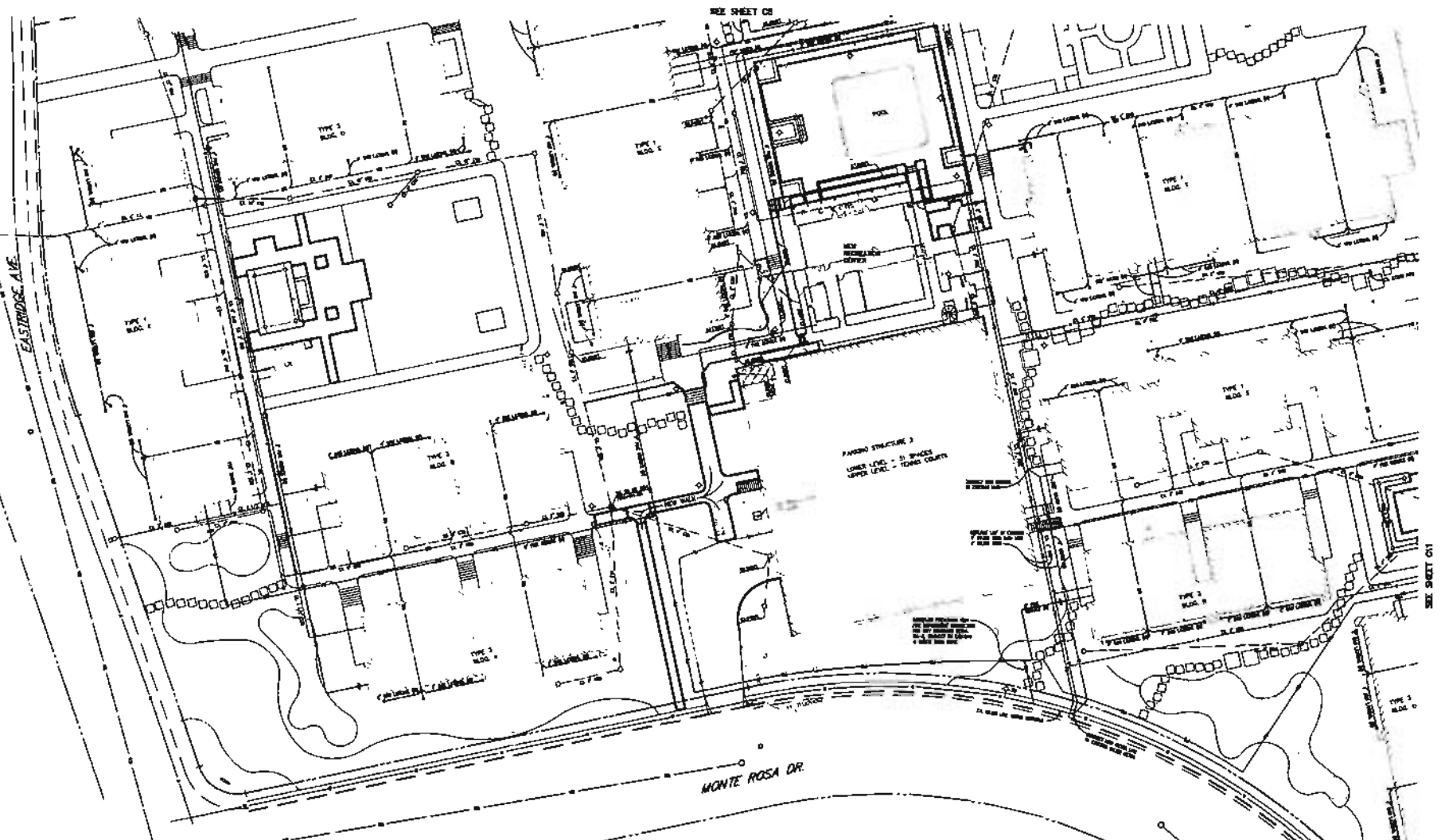
**City Engineering Association**  
 128 Sycamore Avenue  
 San Francisco, CA 94111  
 Tel: 415.398.2800  
 Fax: 415.398.2800

**SHARON GREEN APARTMENTS**  
 180 SHARON PARK DRIVE  
 MENLO PARK, CALIFORNIA

PLAN	DATE
FOUNDATION	02/26/11
FOUNDATION	04/27/10
FOUNDATION	04/14/11

**UTILITY PLAN**





**ABBREVIATIONS**

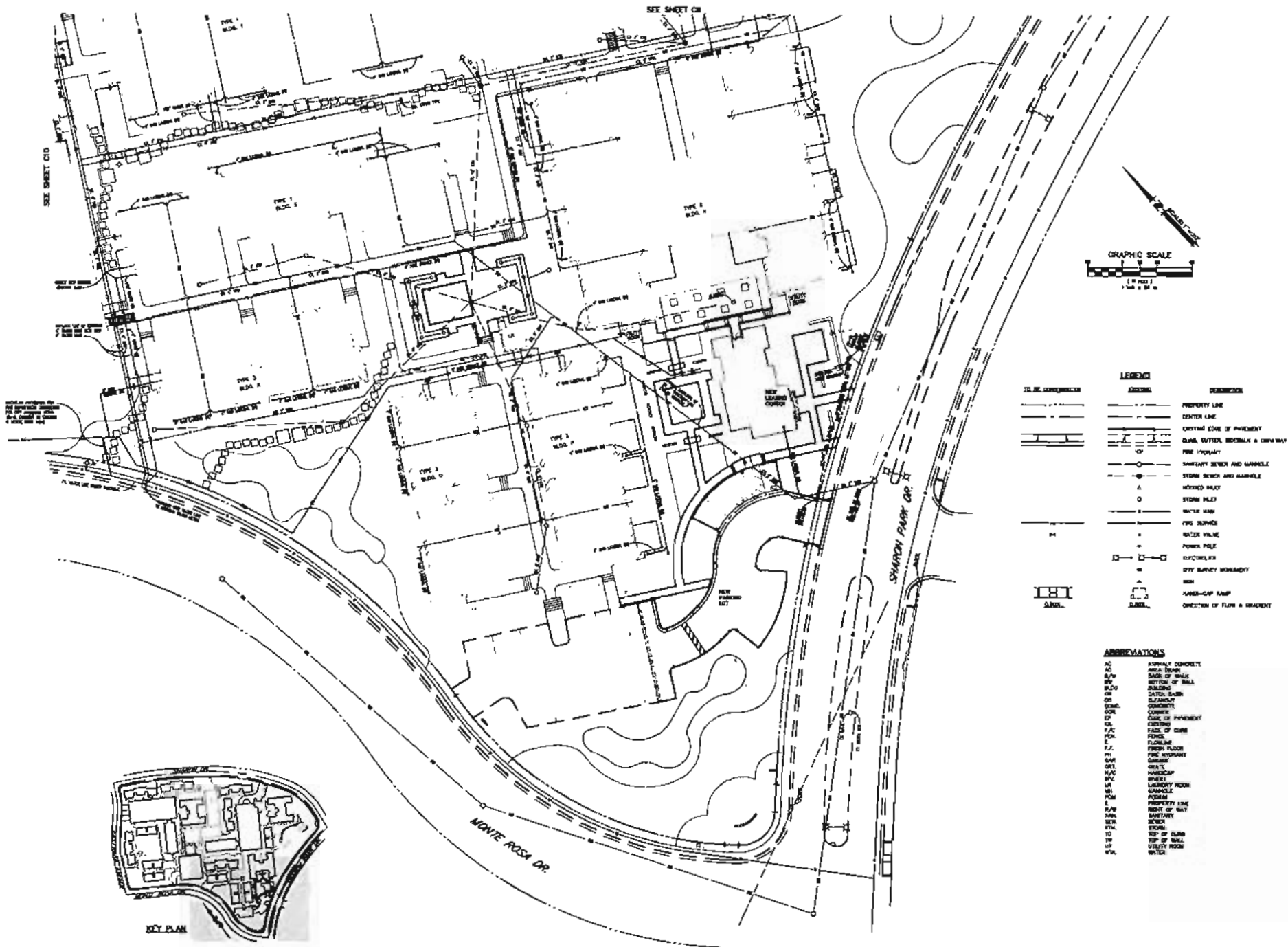
AC	ADORNED CONCRETE
AD	AREA DRAIN
B/B	BACK OF BULK
B/W	BOTTOM OF WALL
BL	BUILDING
BS	BRUSH SIGN
CD	COURTYARD
CM	COMMON
CO	CORNER
CP	FACE OF CURB
DR	DRIVEWAY
FR	FRESH FLOOR
FS	FIRE STOP/BATT
GR	GRATE
HC	HANDICAP
HV	HONEYCOMB
LR	LANDSCAPE ROOM
MA	MANSION
PO	POOR
PL	PROPERTY LINE
SB	SOFT OF BAY
SU	SUBWAY
SM	SIGN
ST	STAIR
T/C	TOP OF CURB
TR	TOP OF WALL
UR	UTILITY ROOM
W	WATER

**LEGEND**

TO BE CONSTRUCTION	EXISTING	PROPOSED
		PROPERTY LINE
		CENTER LINE
		CURB, GUTTER, SIDEWALK & DRIVEWAY
		FIRE HYDRANT
		SANITARY BENCH AND MANHOLE
		STORM DRAIN AND MANHOLE
		HOODED INLET
		STORM INLET
		WATER MAIN
		FIRE SERVICE
		WATER VALVE
		POWER POLE
		FLOODLIGHT
		CITY SURVEY MONUMENT
		MAN-CAP RAMP
		DIRECTION OF FLOW & DRAUGHT

DATE	06/24/71
ISSUE	06/27/71
REVISION	06/27/71
REVISION	06/27/71





**LEGEND**

TO BE CONSTRUCTED	EXISTING	GENERAL
---	---	PROPERTY LINE
---	---	CENTER LINE
---	---	OUTSIDE EDGE OF PAVEMENT
---	---	CLUB, BUTTER, REFRIG. & CUPBOARD
---	---	FIRE HYDRANT
---	---	SANITARY SEWER AND MANHOLE
---	---	STORM SEWER AND MANHOLE
---	---	HOLED-IN MUX
---	---	STORM INLET
---	---	WATER MAIN
---	---	CIVIL SERVICE
---	---	WATER VALVE
---	---	POWER POLE
---	---	ELECTRICIAN
---	---	CITY SURVEY WORKSHEET
---	---	MAN
---	---	FRAMES-UP CAMP
---	---	DIRECTION OF FLOW & GRABBER

**ABBREVIATIONS**

AC	ASPHALT CONCRETE
AD	AREA DRAIN
AS/W	BACK OF WALL
BR	BOTTOM OF WALL
BUD	BUILDING
CB	CATCH BASIN
CD	CLEARANCE
COMB.	COMBUSTIBLE
CONC.	CONCRETE
CP	CURB OF PAVEMENT
CS	CEILING
F/C	FACE OF CURB
FL	FLOORLINE
F.F.	FRESH FLOOR
F.H.	FIRE HYDRANT
GAP	GARAGE
GR	GRASS
H/C	HANDICAP
HR	HALL
LA	LABORATORY ROOM
LAN	LANE
POB	POSSIBLE
E	PROPERTY LINE
R/W	RIGHT OF WAY
SA	SANITARY
SE	SEWER
ST	STORM
TD	TOP OF DRAIN
TW	TOP OF WALL
UR	UTILITY ROOM
W/F	WATER

**BDE**  
BENTON & BOWLES DESIGN

**bre**  
BY BENTON & BOWLES

City Registering Association  
No. 100000 - 1000000  
No. 1000000 - 10000000  
No. 10000000 - 100000000

**SHARON GREEN APARTMENTS**  
380 SHARON PARK DRIVE  
MENLO PARK, CALIFORNIA

Drawn	Date
PLANNING	01/01/13
SUBMITTAL	01/01/13
PLANNING	01/01/13
POWERFUL	01/01/13

**UTILITY PLAN**

DATE: 12-20-2012 11:11 AM



AREA PLAN 2

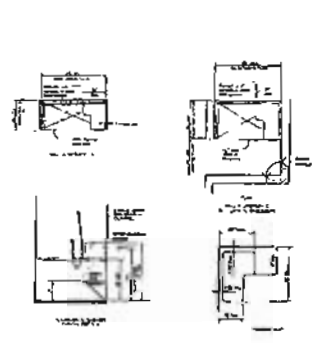


AREA PLAN 1

Project No.	100-1000
Project Name	SHARON GREEN
Project Address	100-1000
Project City	Menlo Park
Project State	CA
Project Date	10/10/10
Project Status	Approved
Project Type	Residential
Project Size	100,000 sq ft

**PROJECT INFO:**  
AREA PLAN

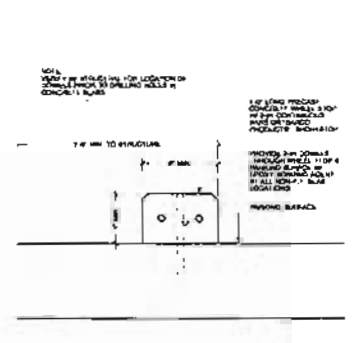
Scale	1" = 100'
Date	10/10/10
Author	John Doe
Reviewer	Jane Smith
Checker	Bob Johnson
Approver	Alice Brown



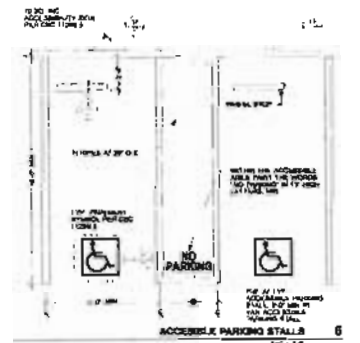
ACCESSIBLE SHOWER: HEIGHTS AND CLEARANCES  
PROGRAMMING: MVE



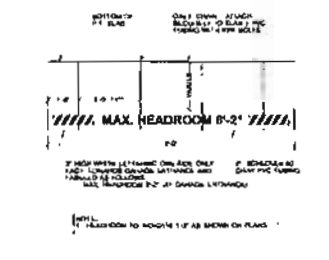
DISABLED SIGN - VAN ACCESS  
14



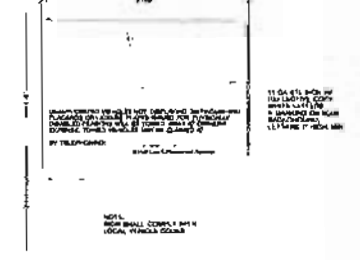
CONCRETE WHEEL STOP  
9



ACCESSIBLE PARKING STALLS  
8



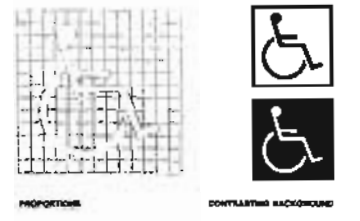
CLEARANCE BAR DETAIL  
17



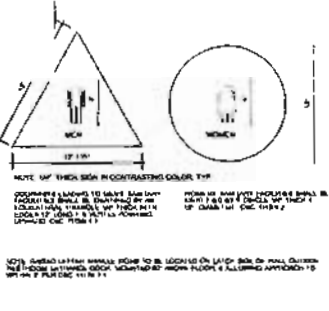
DISABLED WALL SIGN  
13



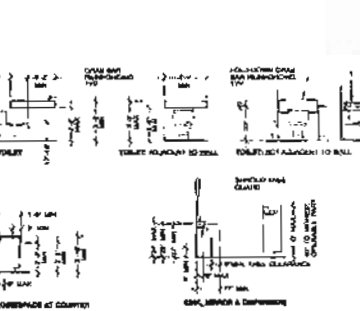
DISABLED PAVEMENT SIGN  
8



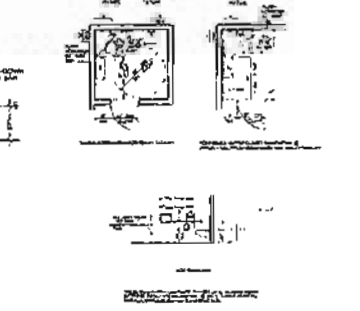
SIGNAGE & SYMBOLS OF ACCESSIBILITY  
5



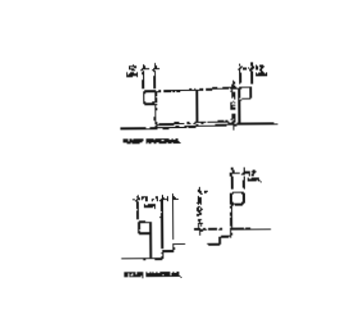
BATHROOM SIGNAGE  
16



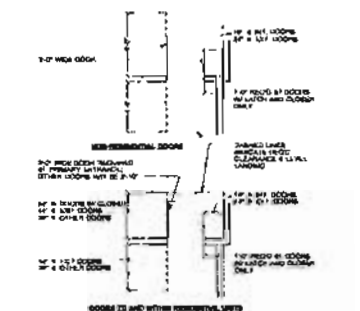
HEIGHTS AT FIXTURES  
12



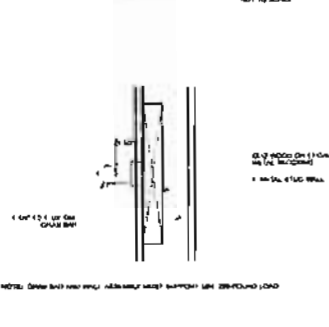
REACH CLEARANCES AT BATHROOM  
11



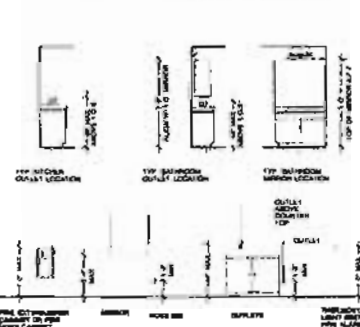
HANDRAILS AND EXTENSIONS  
4



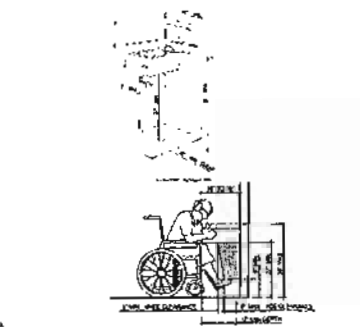
MIN. CLEARANCES & LEVEL LANDINGS AT DOORS  
2



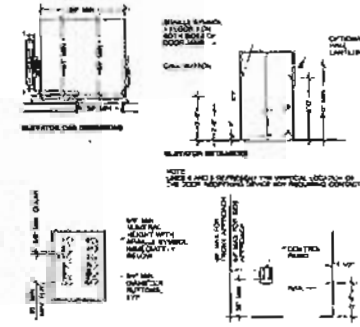
GRAB BAR BLOCKING DETAIL  
15



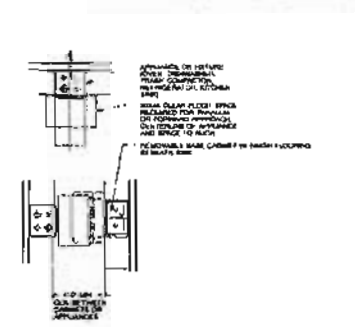
SWITCHES, OUTLETS, AND CONTROLS  
11



DRINKING FOUNTAIN CLEARANCES  
7



ELEVATOR CLEARANCES, CONTROLS, AND SIGNAGE  
3



KITCHEN CLEARANCES  
1

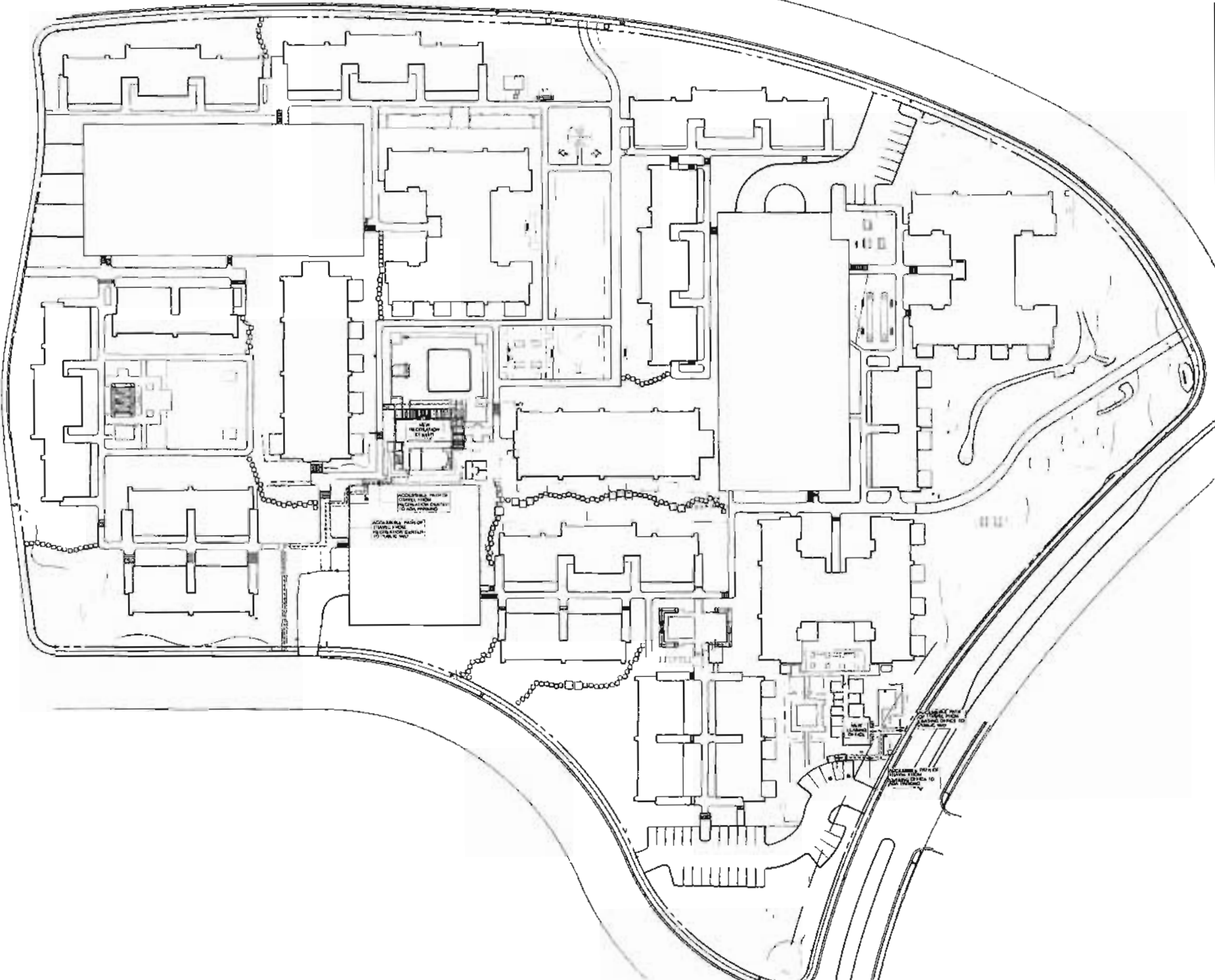
**GENERAL NOTES**

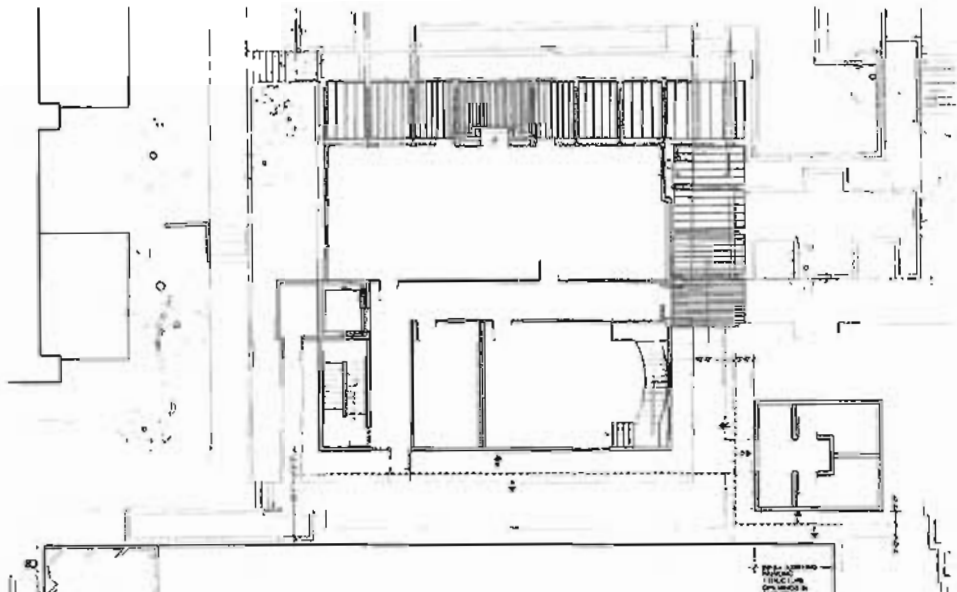
1. THIS GUIDE IS INTENDED TO PROVIDE A GENERAL OVERVIEW OF ACCESSIBILITY REQUIREMENTS. IT IS NOT A SUBSTITUTE FOR THE 2010 ADA STANDARDS FOR ACCESSIBLE AND USABLE BUILDINGS (2010 ADA STANDARDS) AND THE 2010 ADA STANDARDS FOR ACCESSIBLE AND USABLE TRANSPORTATION (2010 ADA STANDARDS FOR TRANSPORTATION).
2. OTHER REQUIREMENTS MAY APPLY TO THIS PROJECT. CONSULT THE ARCHITECT FOR A COMPLETE LIST OF REQUIREMENTS.
3. THIS GUIDE IS INTENDED TO PROVIDE A GENERAL OVERVIEW OF ACCESSIBILITY REQUIREMENTS. IT IS NOT A SUBSTITUTE FOR THE 2010 ADA STANDARDS FOR ACCESSIBLE AND USABLE BUILDINGS (2010 ADA STANDARDS) AND THE 2010 ADA STANDARDS FOR ACCESSIBLE AND USABLE TRANSPORTATION (2010 ADA STANDARDS FOR TRANSPORTATION).
4. OTHER REQUIREMENTS MAY APPLY TO THIS PROJECT. CONSULT THE ARCHITECT FOR A COMPLETE LIST OF REQUIREMENTS.
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6. OTHER REQUIREMENTS MAY APPLY TO THIS PROJECT. CONSULT THE ARCHITECT FOR A COMPLETE LIST OF REQUIREMENTS.
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8. OTHER REQUIREMENTS MAY APPLY TO THIS PROJECT. CONSULT THE ARCHITECT FOR A COMPLETE LIST OF REQUIREMENTS.
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10. OTHER REQUIREMENTS MAY APPLY TO THIS PROJECT. CONSULT THE ARCHITECT FOR A COMPLETE LIST OF REQUIREMENTS.

SHARON GREEN APTS.  
MENLO PARK, CALIFORNIA

PROJECT NO.	100000000
DATE	08/10/10
PROJECT NAME	SHARON GREEN APTS.
PROJECT ADDRESS	100000000
PROJECT CITY	MENLO PARK, CA
PROJECT STATE	CALIFORNIA
PROJECT ZIP	94025
PROJECT TYPE	RESIDENTIAL

PROJECT INFO:  
CBC  
COMPLIANCE





**MAXIMUM ALLOWABLE UNPROTECTED WALL OPENING CALCULATIONS PER CBC TABLE 708.4**

TYPE SIMULATION IMPEDER	HEIGHT OF SIMULATION IMPEDER	PERCENTAGE OF UNPROTECTED AREA	PERCENTAGE OF OPENING
A	5' TO LESS THAN 10'	UNPROTECTED, SPANDED	10%
B	10' TO LESS THAN 15'	UNPROTECTED, SPANDED	10%
C	5' TO LESS THAN 5'	UNPROTECTED, SPANDED	10%
D	5' TO LESS THAN 5'	UNPROTECTED, SPANDED	10%
E	5' TO LESS THAN 5'	UNPROTECTED, SPANDED	10%
F	5' TO LESS THAN 5'	UNPROTECTED, SPANDED	10%

**ALLOWABLE AREA OF OPENINGS**

PER CBC TABLE 708.4.1. THE MAXIMUM AREA OF UNPROTECTED WALL OPENING SHALL BE LIMITED BY THE FOLLOWING CRITERIA:

NOTE: PER CBC 708.4.1.1 THE EXISTING SIDE OF THE STRUCTURE SHALL HAVE JOISTORS OR JOISTS TO SUPPORT DEPEND ON JOIST BEAMS. THE AREA OF SUCH OPENINGS IS LIMITED TO 10% OF THE AREA OF SUCH JOIST BEAMS. PER CBC 708.4.1.2 THE JOISTS SHALL BE OF THE SAME MATERIAL AND KIND AS THE JOISTS WHICH THEY SUPPORT.

TABLE 1.04 - TABLE 1.04 OF THE 2007 IBC. A TABLE PROVIDING THE REQUIREMENTS FOR THE PROTECTION OF WALL OPENINGS IN CONFORMITY WITH THE REQUIREMENTS OF THE IBC. THE TABLE IS BASED ON THE ASSUMPTION THAT THE PROTECTION OF WALL OPENINGS IS REQUIRED TO BE PROVIDED IN CONFORMITY WITH THE REQUIREMENTS OF THE IBC. THE TABLE IS BASED ON THE ASSUMPTION THAT THE PROTECTION OF WALL OPENINGS IS REQUIRED TO BE PROVIDED IN CONFORMITY WITH THE REQUIREMENTS OF THE IBC. THE TABLE IS BASED ON THE ASSUMPTION THAT THE PROTECTION OF WALL OPENINGS IS REQUIRED TO BE PROVIDED IN CONFORMITY WITH THE REQUIREMENTS OF THE IBC.

PER IBC TABLE 1.04.1.1. THE TABLE PROVIDING THE REQUIREMENTS FOR THE PROTECTION OF WALL OPENINGS IS BASED ON THE ASSUMPTION THAT THE PROTECTION OF WALL OPENINGS IS REQUIRED TO BE PROVIDED IN CONFORMITY WITH THE REQUIREMENTS OF THE IBC. THE TABLE IS BASED ON THE ASSUMPTION THAT THE PROTECTION OF WALL OPENINGS IS REQUIRED TO BE PROVIDED IN CONFORMITY WITH THE REQUIREMENTS OF THE IBC. THE TABLE IS BASED ON THE ASSUMPTION THAT THE PROTECTION OF WALL OPENINGS IS REQUIRED TO BE PROVIDED IN CONFORMITY WITH THE REQUIREMENTS OF THE IBC.

**BATHROOM REQUIREMENTS - RECREATION CENTER 3**

**BUILDING COVERAGE**

NO. BUILDINGS	AREA (SF)	% BATHROOM AREA
<b>EXISTING BUILDINGS</b>		
B1	533	0.00%
B2	4,777	0.04%
B3	4,777	0.04%
B4	1,000	0.01%
B5	1,000	0.01%
B6	1,000	0.01%
B7	1,000	0.01%
B8	1,000	0.01%
B9	1,000	0.01%
B10	1,000	0.01%
B11	1,000	0.01%
B12	1,000	0.01%
B13	1,000	0.01%
B14	1,000	0.01%
B15	1,000	0.01%
B16	1,000	0.01%
B17	1,000	0.01%
B18	1,000	0.01%
B19	1,000	0.01%
B20	1,000	0.01%
B21	1,000	0.01%
B22	1,000	0.01%
B23	1,000	0.01%
B24	1,000	0.01%
B25	1,000	0.01%
B26	1,000	0.01%
B27	1,000	0.01%
B28	1,000	0.01%
B29	1,000	0.01%
B30	1,000	0.01%
B31	1,000	0.01%
B32	1,000	0.01%
B33	1,000	0.01%
B34	1,000	0.01%
B35	1,000	0.01%
B36	1,000	0.01%
B37	1,000	0.01%
B38	1,000	0.01%
B39	1,000	0.01%
B40	1,000	0.01%
B41	1,000	0.01%
B42	1,000	0.01%
B43	1,000	0.01%
B44	1,000	0.01%
B45	1,000	0.01%
B46	1,000	0.01%
B47	1,000	0.01%
B48	1,000	0.01%
B49	1,000	0.01%
B50	1,000	0.01%
B51	1,000	0.01%
B52	1,000	0.01%
B53	1,000	0.01%
B54	1,000	0.01%
B55	1,000	0.01%
B56	1,000	0.01%
B57	1,000	0.01%
B58	1,000	0.01%
B59	1,000	0.01%
B60	1,000	0.01%
B61	1,000	0.01%
B62	1,000	0.01%
B63	1,000	0.01%
B64	1,000	0.01%
B65	1,000	0.01%
B66	1,000	0.01%
B67	1,000	0.01%
B68	1,000	0.01%
B69	1,000	0.01%
B70	1,000	0.01%
B71	1,000	0.01%
B72	1,000	0.01%
B73	1,000	0.01%
B74	1,000	0.01%
B75	1,000	0.01%
B76	1,000	0.01%
B77	1,000	0.01%
B78	1,000	0.01%
B79	1,000	0.01%
B80	1,000	0.01%
B81	1,000	0.01%
B82	1,000	0.01%
B83	1,000	0.01%
B84	1,000	0.01%
B85	1,000	0.01%
B86	1,000	0.01%
B87	1,000	0.01%
B88	1,000	0.01%
B89	1,000	0.01%
B90	1,000	0.01%
B91	1,000	0.01%
B92	1,000	0.01%
B93	1,000	0.01%
B94	1,000	0.01%
B95	1,000	0.01%
B96	1,000	0.01%
B97	1,000	0.01%
B98	1,000	0.01%
B99	1,000	0.01%
B100	1,000	0.01%

NOTE: THE PROPOSED UNCOVERED PARKING AND UNCOVERED LANDSCAPE ARE NOT INCLUDED IN THE PROPOSED BUILDING COVERAGE.

NOTE: THE EXISTING BUILDING COVERAGE INCLUDES THE EXISTING WFO BUILDING AND THE EXISTING WFO BUILDING. THE EXISTING WFO BUILDING AND UNCOVERED LANDSCAPE ARE BEING REPLACED.

**BUILDING COVERAGE CALCULATIONS 2**

NOTE: PLEASE REFER TO SHEET 05-10 FOR THE BUILDING COVERAGE CALCULATIONS.

**FLOOR AREA**

FLOOR NAME	AREA (SF)	TOTAL AREA (SF)
Building Floor 1	11,174	11,174
Building Floor 2	11,174	22,348
Building Floor 3	11,174	33,522
Building Floor 4	11,174	44,696
Building Floor 5	11,174	55,870
Building Floor 6	11,174	67,044
Building Floor 7	11,174	78,218
Building Floor 8	11,174	89,392
Building Floor 9	11,174	100,566
Building Floor 10	11,174	111,740
Building Floor 11	11,174	122,914
Building Floor 12	11,174	134,088
Building Floor 13	11,174	145,262
Building Floor 14	11,174	156,436
Building Floor 15	11,174	167,610
Building Floor 16	11,174	178,784
Building Floor 17	11,174	189,958
Building Floor 18	11,174	201,132
Building Floor 19	11,174	212,306
Building Floor 20	11,174	223,480
Building Floor 21	11,174	234,654
Building Floor 22	11,174	245,828
Building Floor 23	11,174	257,002
Building Floor 24	11,174	268,176
Building Floor 25	11,174	279,350
Building Floor 26	11,174	290,524
Building Floor 27	11,174	301,698
Building Floor 28	11,174	312,872
Building Floor 29	11,174	324,046
Building Floor 30	11,174	335,220
Building Floor 31	11,174	346,394
Building Floor 32	11,174	357,568
Building Floor 33	11,174	368,742
Building Floor 34	11,174	379,916
Building Floor 35	11,174	391,090
Building Floor 36	11,174	402,264
Building Floor 37	11,174	413,438
Building Floor 38	11,174	424,612
Building Floor 39	11,174	435,786
Building Floor 40	11,174	446,960
Building Floor 41	11,174	458,134
Building Floor 42	11,174	469,308
Building Floor 43	11,174	480,482
Building Floor 44	11,174	491,656
Building Floor 45	11,174	502,830
Building Floor 46	11,174	514,004
Building Floor 47	11,174	525,178
Building Floor 48	11,174	536,352
Building Floor 49	11,174	547,526
Building Floor 50	11,174	558,700

**FLOOR AREA CALCULATIONS 1**

NOTE: PLEASE REFER TO SHEET 05-10 FOR THE BUILDING COVERAGE CALCULATIONS.

**SHARON GREEN APTS.**  
MENLO PARK, CALIFORNIA

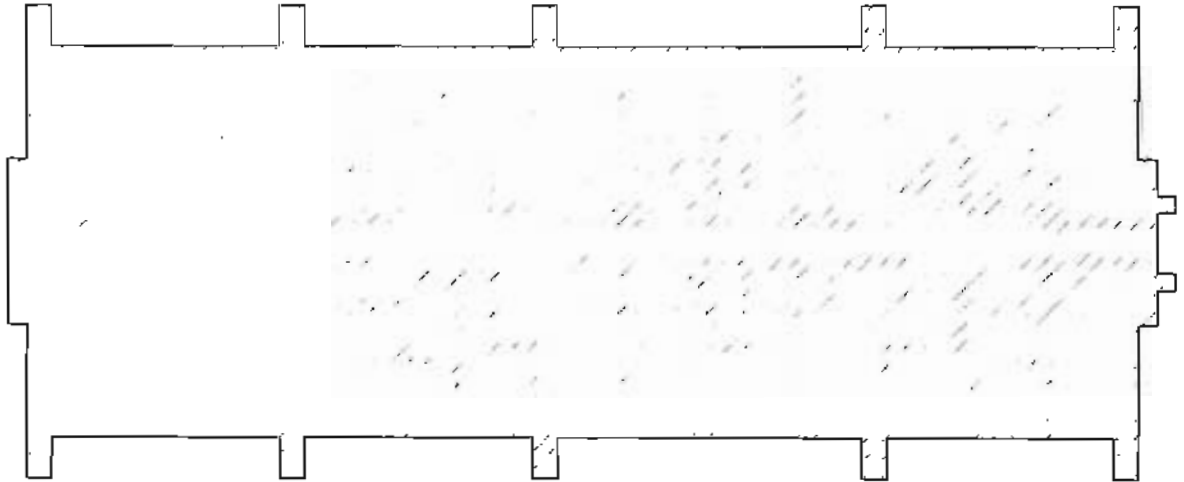
**PROJECT INFO:**  
PROJECT NO. 05-10  
DATE: 11/15/2005  
DRAWN BY: BIRE  
CHECKED BY: BIRE

**PROJECT INFO:**  
AREA CALCS & ALLOWABLE OPENINGS









THIRD FLOOR AREA DIAGRAM 1  
REFER TO SHEET A10 FOR THE FLOOR AREA CALCULATIONS 1/8" = 1'-0"

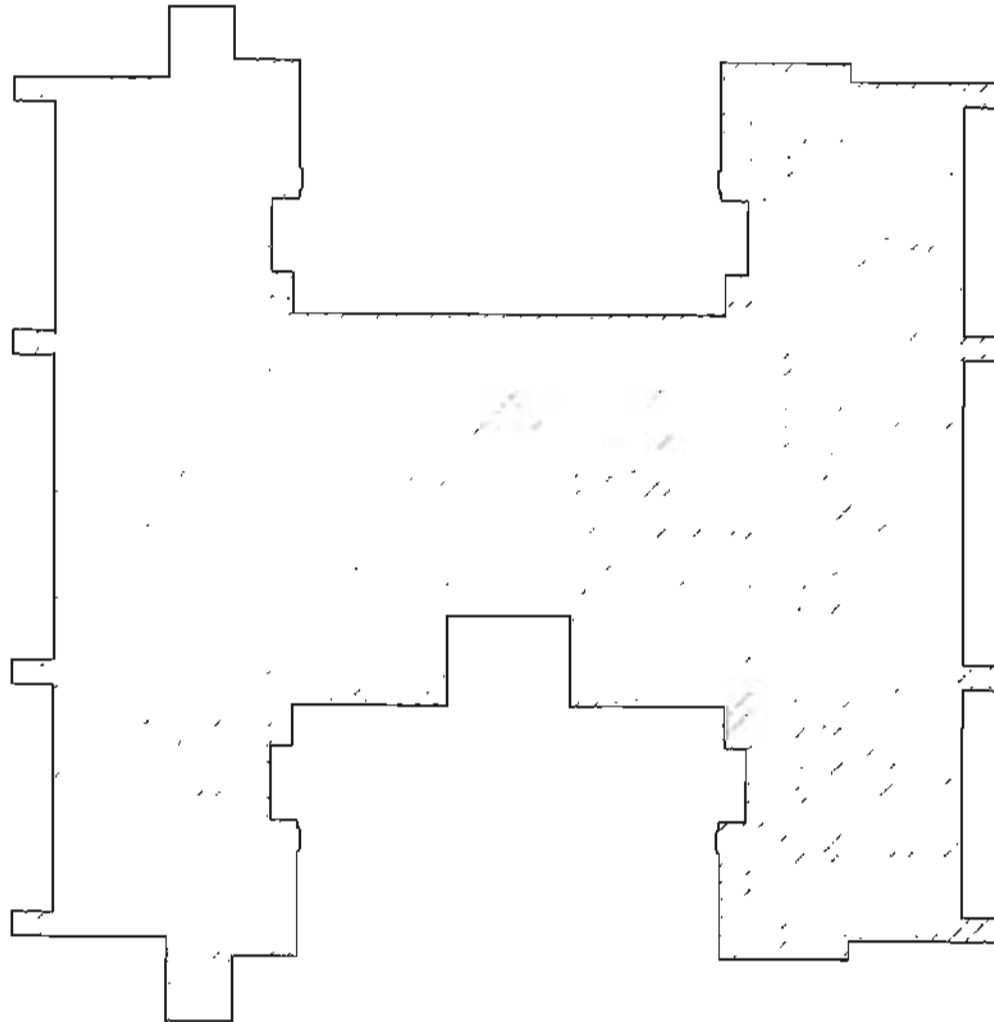


NO.	DESCRIPTION	DATE
1	PROPOSED SET	08/20/08
2	REVISIONS	08/20/08
3	PROPOSED SET	08/20/08
4	REVISIONS	08/20/08
5	PROPOSED SET	08/20/08
6	REVISIONS	08/20/08

SCALE:  
1/8" = 1'-0"  
DATE: 08/20/08  
DRAWN BY: [Name]  
CHECKED BY: [Name]

BUILDING 1:  
FLOOR AREA  
DIAGRAM

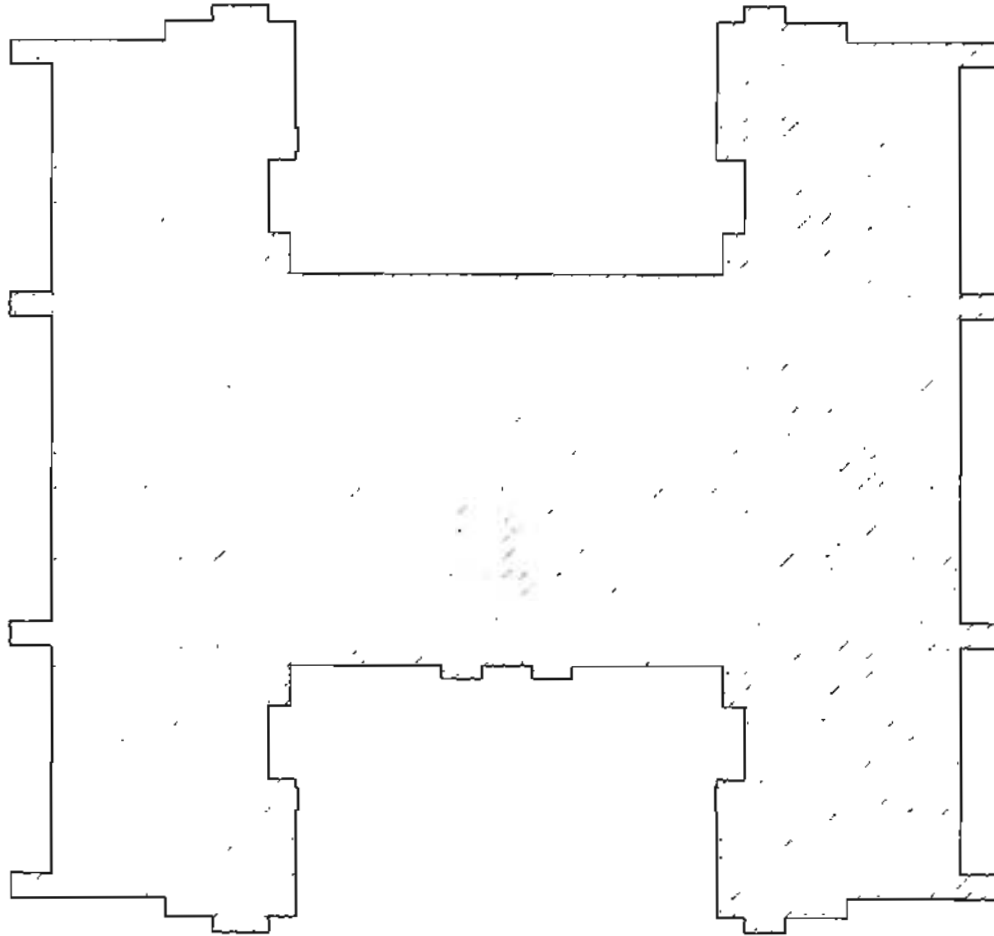




FIRST FLOOR AREA DIAGRAM 1  
 AREA TO BE BUILT TO BE CALCULATED FLOOR AREA CALCULATION



PROJECT NO.	000000
DATE	00/00/00
PROJECT NAME	SHARON GREEN APTS.
PROJECT ADDRESS	0000000000
PROJECT CITY	000000
PROJECT STATE	000000
PROJECT ZIP	000000



SECOND FLOOR AREA DIAGRAM 1  
REFER TO SHEET A0.6 FOR THE FLOOR AREA CALCULATION

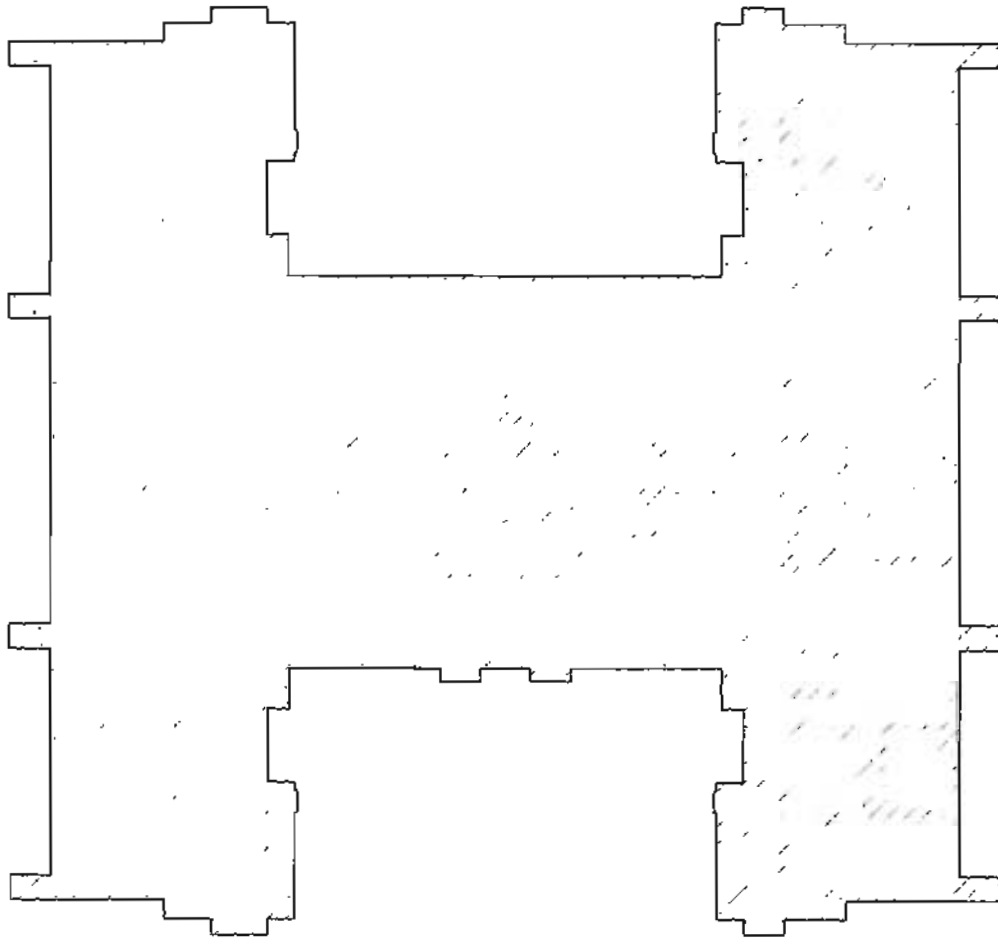


**SHARON GREEN APTS.**  
MENLO PARK, CALIFORNIA

NO.	DESCRIPTION	DATE
1	REVISIONS SET	08/14/07
2	APPROVALS	08/14/07
3	REVISIONS SET	08/14/07
4	APPROVALS	08/14/07
5	REVISIONS SET	08/14/07
6	APPROVALS	08/14/07

**BUILDING 2-  
FLOOR AREA  
DIAGRAM**

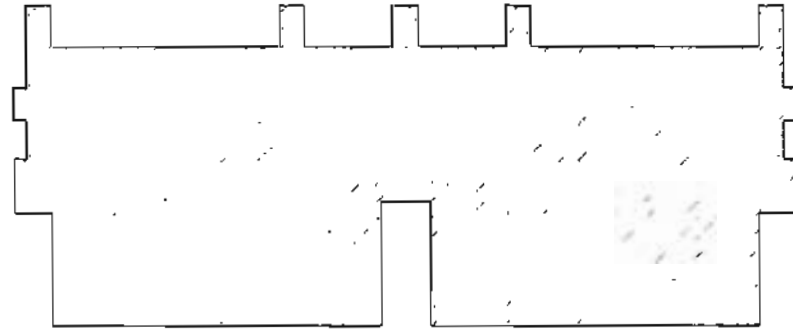
DATE:	08/14/07
PROJECT:	SHARON GREEN APTS.
SCALE:	AS SHOWN



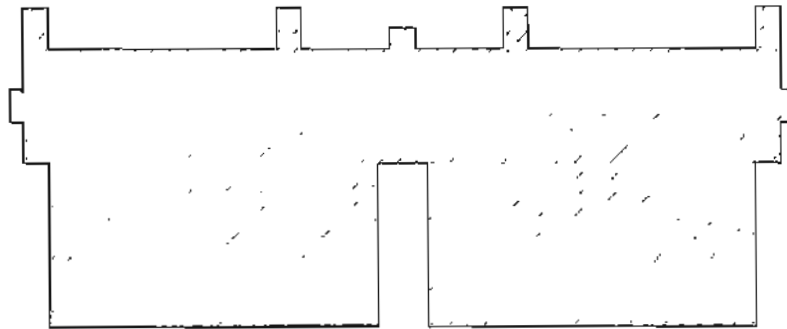
THIRD FLOOR AREA DIAGRAM 1  
 REFER TO SHEET A0.6 FOR THE FLOOR AREA CALCULATION 1/4" = 1'-0"



NO.	DESCRIPTION	DATE
1	PRELIMINARY	10/1/00
2	REVISED	10/1/00
3	REVISED	10/1/00
4	REVISED	10/1/00
5	REVISED	10/1/00



SECOND FLOOR AREA DIAGRAM 2  
1/4" = 1'-0"



FIRST FLOOR AREA DIAGRAM 1  
1/4" = 1'-0"

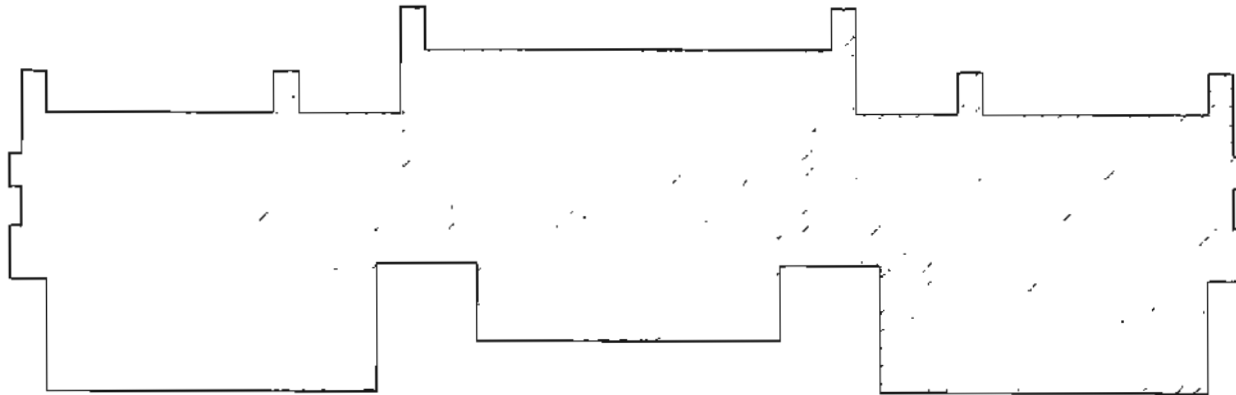
SHARON GREEN APTS.  
MENLO PARK, CALIFORNIA

Item	Quantity	Unit
FRAMING	100	sq ft
ROOFING	100	sq ft
MECHANICAL	100	sq ft
ELECTRICAL	100	sq ft
PLUMBING	100	sq ft
PAINTING	100	sq ft

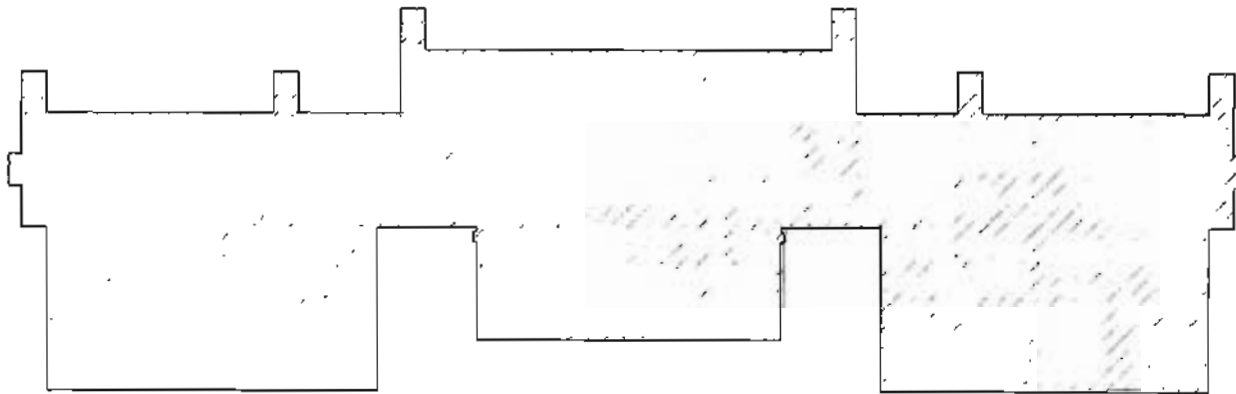
BUILDING 3:  
FLOOR AREA  
DIAGRAM

Item	Quantity	Unit
FRAMING	100	sq ft
ROOFING	100	sq ft
MECHANICAL	100	sq ft
ELECTRICAL	100	sq ft
PLUMBING	100	sq ft
PAINTING	100	sq ft





SECOND FLOOR AREA DIAGRAM 2  
1/8" = 1'-0"

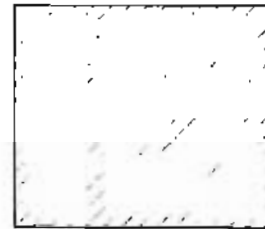
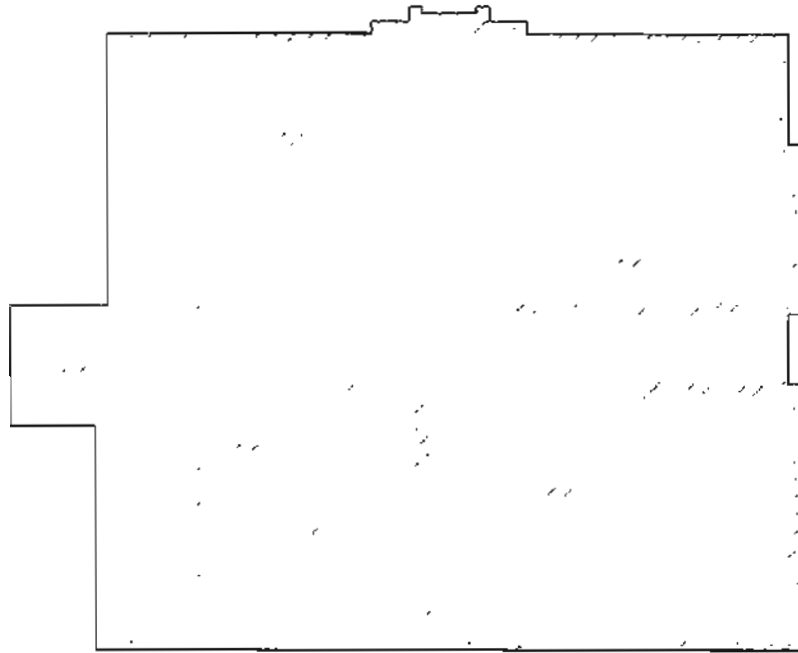


FIRST FLOOR AREA DIAGRAM 1  
1/8" = 1'-0"

PROJECT NO.	000000
CLIENT	BRE
PROJECT NAME	SHARON BREEN APTS.
LOCATION	MENLO PARK, CA
DATE	01/10/10

**BUILDING #1**  
FLOOR AREA  
DIAGRAM

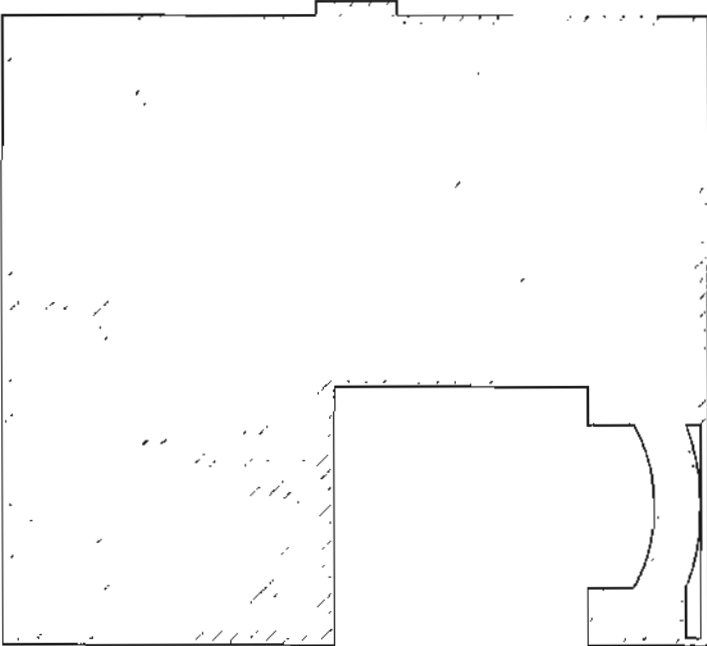
DATE	01/10/10
BY	ARCHITECT
CHECKED BY	ARCHITECT
SCALE	1/8" = 1'-0"



RECREATION CENTER FIRST FLOOR PLAN 1  
 REFERENCE TO THE FLOOR AREA CALCULATION SHEET

Architectural logo

REV	DATE	DESCRIPTION
1		ISSUED FOR PERMIT
2		ISSUED FOR PERMIT
3		ISSUED FOR PERMIT
4		ISSUED FOR PERMIT
5		ISSUED FOR PERMIT
6		ISSUED FOR PERMIT
7		ISSUED FOR PERMIT
8		ISSUED FOR PERMIT
9		ISSUED FOR PERMIT
10		ISSUED FOR PERMIT



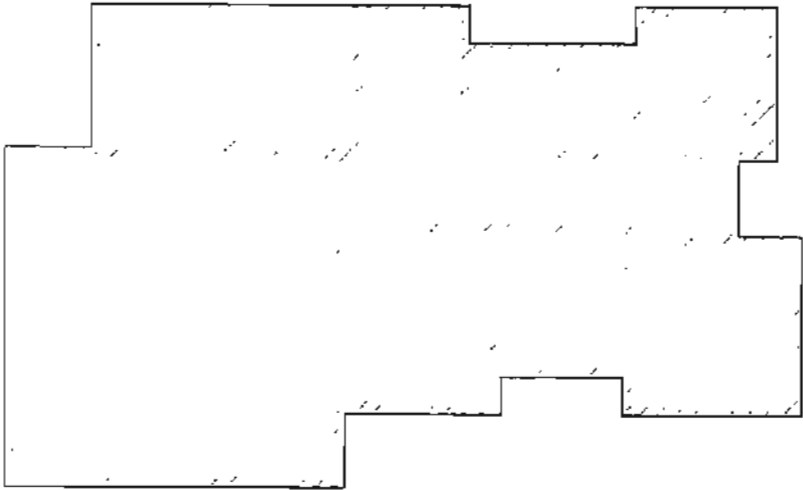
RECREATION CENTER SECOND FLOOR PLAN 1  
REFER TO SHEET A0.10 FOR FURNITURE AREA CALCULATIONS 04'-0"



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	08/11/10
2	ISSUED FOR CONSTRUCTION	09/15/10
3	ISSUED FOR OCCUPANCY	10/15/10

RECREATION CENTER FLOOR AREA DIAGRAM

DATE: 08/11/10  
DRAWN BY: [Name]  
CHECKED BY: [Name]



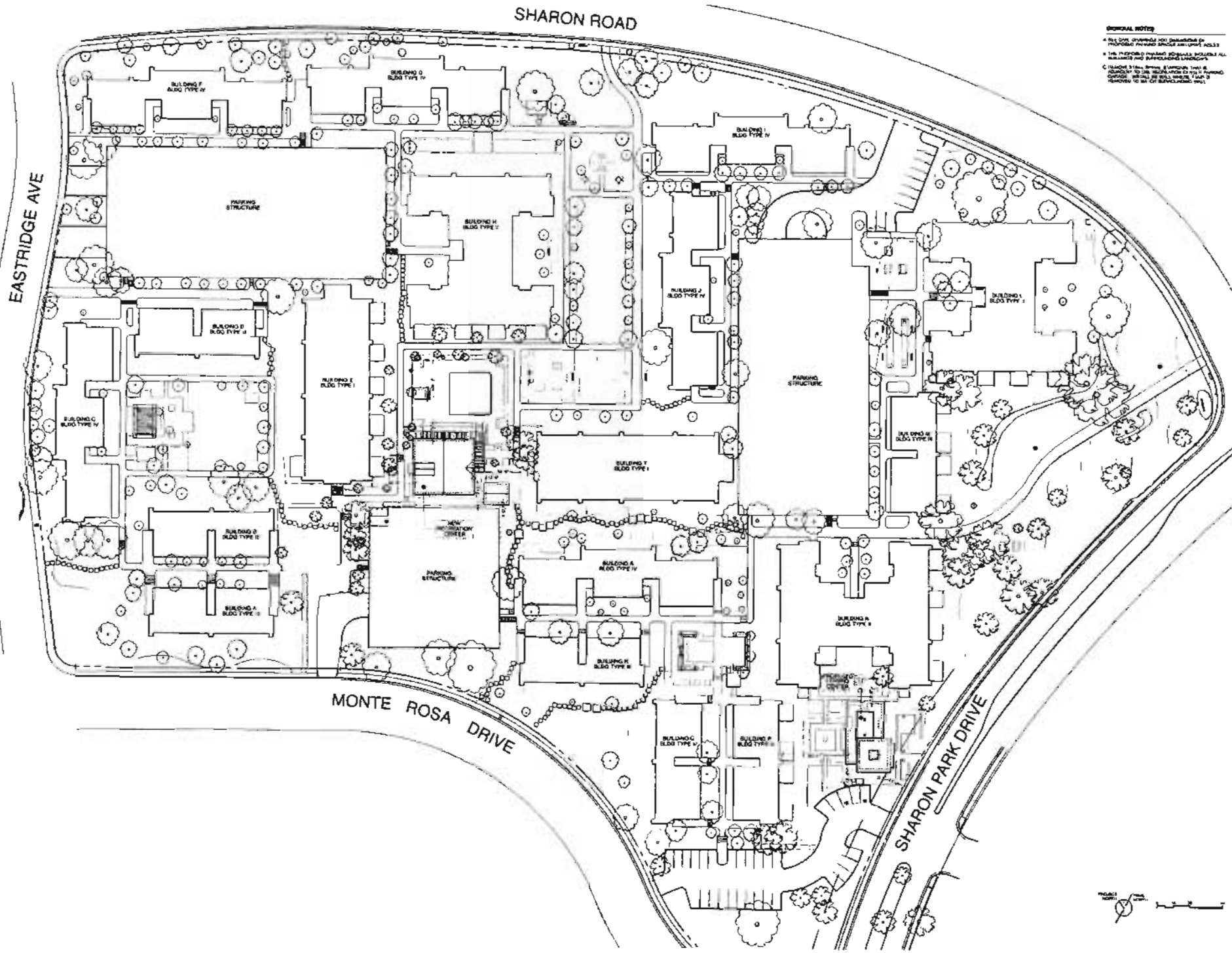
Area	Area
PROCESSES	100000
FLOORING	100000
MECHANICAL	100000
PLUMBING	100000
ELECTRICAL	100000
CONCRETE	100000

LEASING OFFICE FLOOR PLAN  
NOT UP TO SCALE FOR THE FLOOR AREA CALCULATION

LEASING OFFICE FLOOR AREA DIAGRAM

DATE: 10/12/11  
DRAWN BY: [Name]  
CHECKED BY: [Name]





**GENERAL NOTES**

- A ALL CON. OVERHEADS AND UNDERHEADS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF MENLO PARK'S SPECIFICATIONS AND STANDARDS.
- B THE PROPOSED PAVING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MENLO PARK'S SPECIFICATIONS AND STANDARDS.
- C EXISTING UTILITIES SHALL BE MAINTAINED AND SHALL BE PROTECTED AT ALL TIMES. ANY UTILITIES TO BE REMOVED SHALL BE REINSTALLED AT THE SAME DEPTH AND LOCATION AS THE EXISTING UTILITIES.



**SHARON GREEN APTS.**  
MENLO PARK, CALIFORNIA

PROJECT SET	REVISED
PLANNING	REVISED
PRELIMINARY SET	REVISED
PERMITS	REVISED
CONSTRUCTION	REVISED

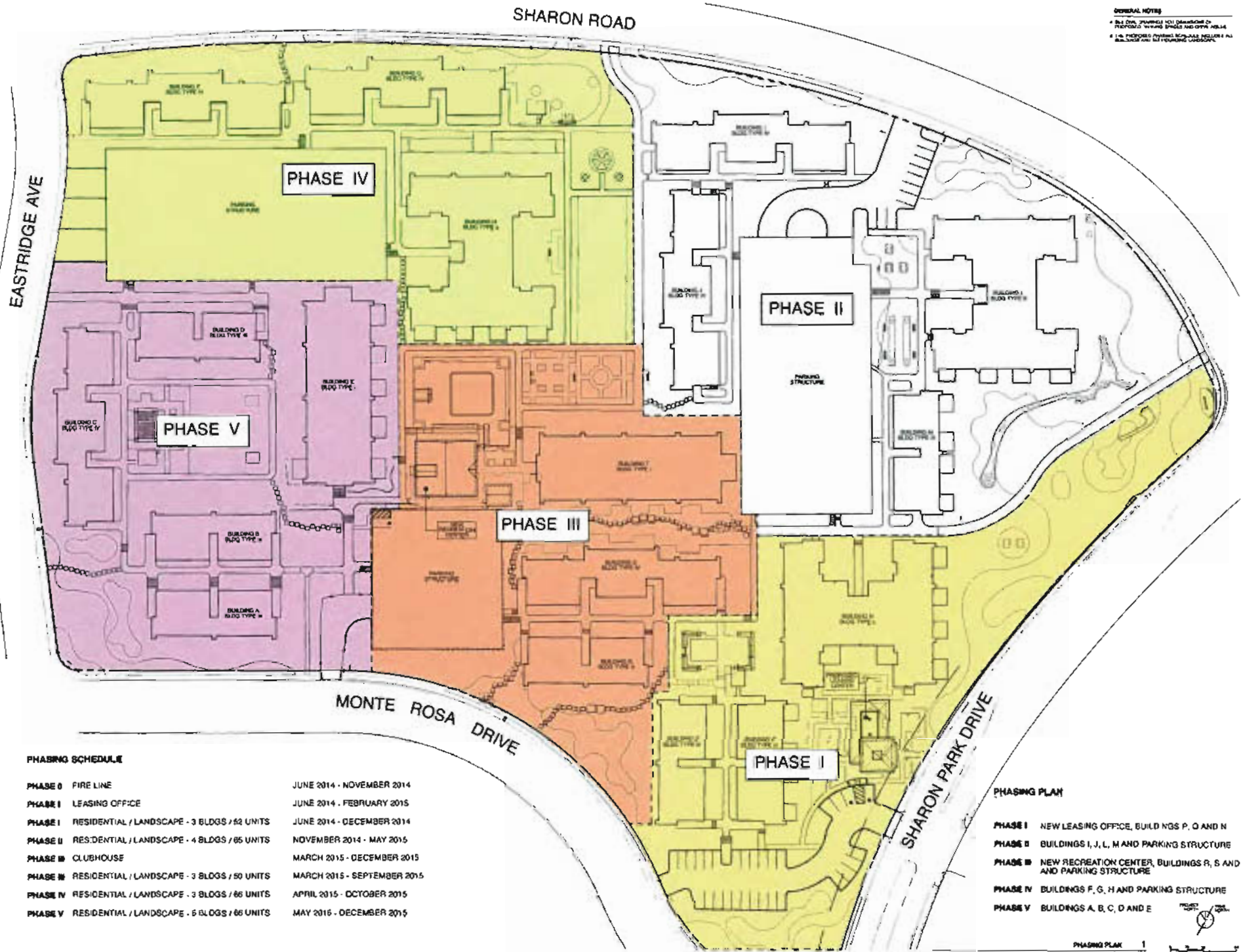
**SITE PLAN**

DATE: 10/15/10

SCALE: 1" = 100'

**SITE PLAN**  
1

**GENERAL NOTES**  
 1. SEE CIVIL DRAWINGS FOR DIMENSIONS OF PHASES II THROUGH PHASE V AND OTHER AREAS.  
 2. ALL PROPOSED PHASING MUST BE REVIEWED BY ALL APPLICABLE CITY AND COUNTY DEPARTMENTS.



**PHASING SCHEDULE**

PHASE 0	FIRE LINE	JUNE 2014 - NOVEMBER 2014
PHASE I	LEASING OFFICE	JUNE 2014 - FEBRUARY 2015
PHASE I	RESIDENTIAL / LANDSCAPE - 3 BLDGS / 52 UNITS	JUNE 2014 - DECEMBER 2014
PHASE II	RESIDENTIAL / LANDSCAPE - 4 BLDGS / 65 UNITS	NOVEMBER 2014 - MAY 2015
PHASE III	CLUBHOUSE	MARCH 2015 - DECEMBER 2015
PHASE III	RESIDENTIAL / LANDSCAPE - 3 BLDGS / 50 UNITS	MARCH 2015 - SEPTEMBER 2015
PHASE IV	RESIDENTIAL / LANDSCAPE - 3 BLDGS / 66 UNITS	APRIL 2015 - OCTOBER 2015
PHASE V	RESIDENTIAL / LANDSCAPE - 5 BLDGS / 66 UNITS	MAY 2015 - DECEMBER 2015

**PHASING PLAN**

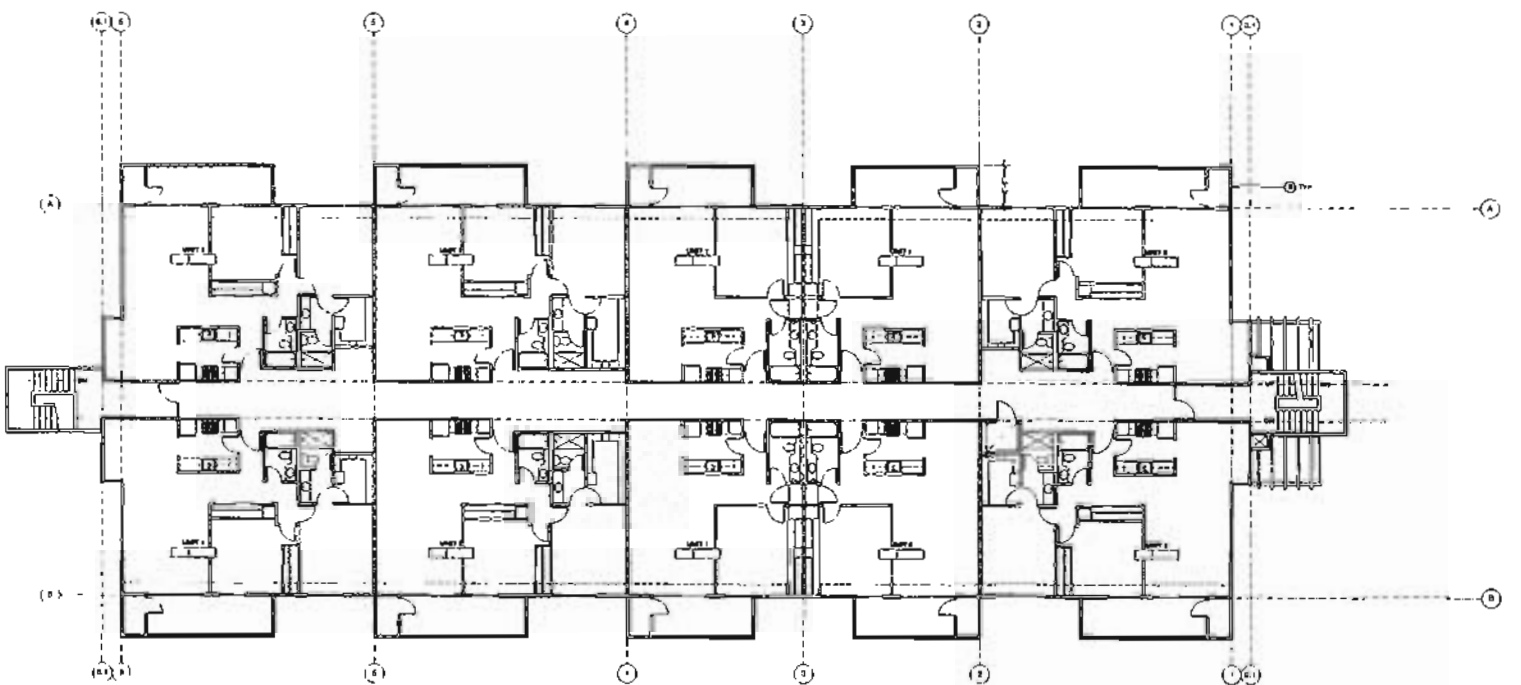
- PHASE I NEW LEASING OFFICE, BUILDINGS P, Q AND N
- PHASE II BUILDINGS I, J, L, M AND PARKING STRUCTURE
- PHASE III NEW RECREATION CENTER, BUILDINGS R, S AND T AND PARKING STRUCTURE
- PHASE IV BUILDINGS F, G, H AND PARKING STRUCTURE
- PHASE V BUILDINGS A, B, C, D AND E



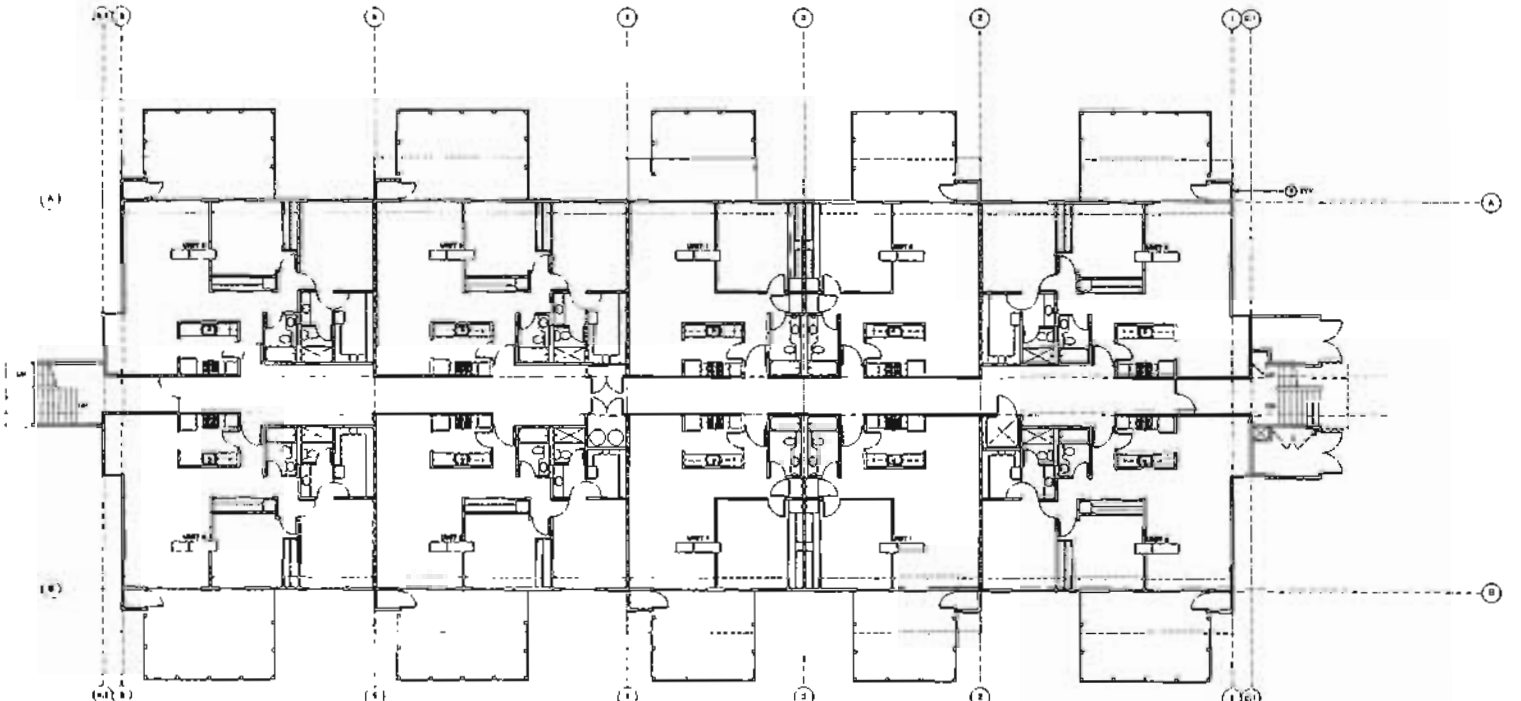
PROPOSED	EXISTING
WALLS	WALLS
DOORS	DOORS
WINDOWS	WINDOWS
FLOORS	FLOORS
CEILING	CEILING
MECHANICAL	MECHANICAL
ELECTRICAL	ELECTRICAL

**BUILDING 1:  
EXISTING  
FLOOR PLANS**

- GENERAL NOTES**
- A REMOVE AND REPLACE 23 ROOF 48 IN DEEP W/ 1/2" REINFORCED CONCRETE, ASPHALT BURST
  - B REMOVE AND REPLACE TO SLOPE AND FINISH TO EXISTING
  - C REMOVE ALL OLD INCLUSES AND 1/2" LATH AND 1/2" ROOF FLASHING, BUILT FLASHING, FLOOR FLASHING, GUTTER FLASHING, DOWN SPOUTS W/ 30 MIN GUTTER
  - D REPLACE MECHANICAL AND PLUMBING PENETRATIONS THROUGH ROOF
  - E INSTALL DOWN DOWN LATH, METAL LATH, ACCESSORY FLASHING ON ROOF FOR EVERY 18 IN OF ROOF
  - F 1/2" W/ 1/2" DIMENSION, ROOFING TO BE INSTALLED ON ROOF REMOVE EXISTING TO FINISH AND REPLACE FLASHING AND ROOFING AND FLASH TO EXISTING MECHANICAL, PLUMBING & BARE PENETRATIONS
  - G REMOVE AND REPLACE PLUMBING W/ 1/2" W/ 1/2" IN REMOVAL AND REPLACE, INSTALL W/ 1/2" AT EACH SURFACE IF WOOD FOR PENETRATIONS, SCHEDULE
  - H REFER TO SCHEDULE FOR SCOPE OF WORK AT EACH UNIT
  - I REMOVE ALL EXISTING INTERIORS BY REMOVE, WITH 2" X 4" PLANKS AND 1/2" X 1/2" CASSETT BOARD, AS INDICATED ON SHEET E-2.01
  - J REMOVE AND REPLACE ROOF AND GATE ON (B) TRAMP ROOMS OF BUILDING 1/2
  - K REMOVE ALL INTERIORS AND CEILING ON EVERY UNIT
- MECHANICAL NOTES**
- 1) IN UNITS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



**SECOND FLOOR (THIRD FLOOR SIMILAR)**  
1/2" = 1'-0"



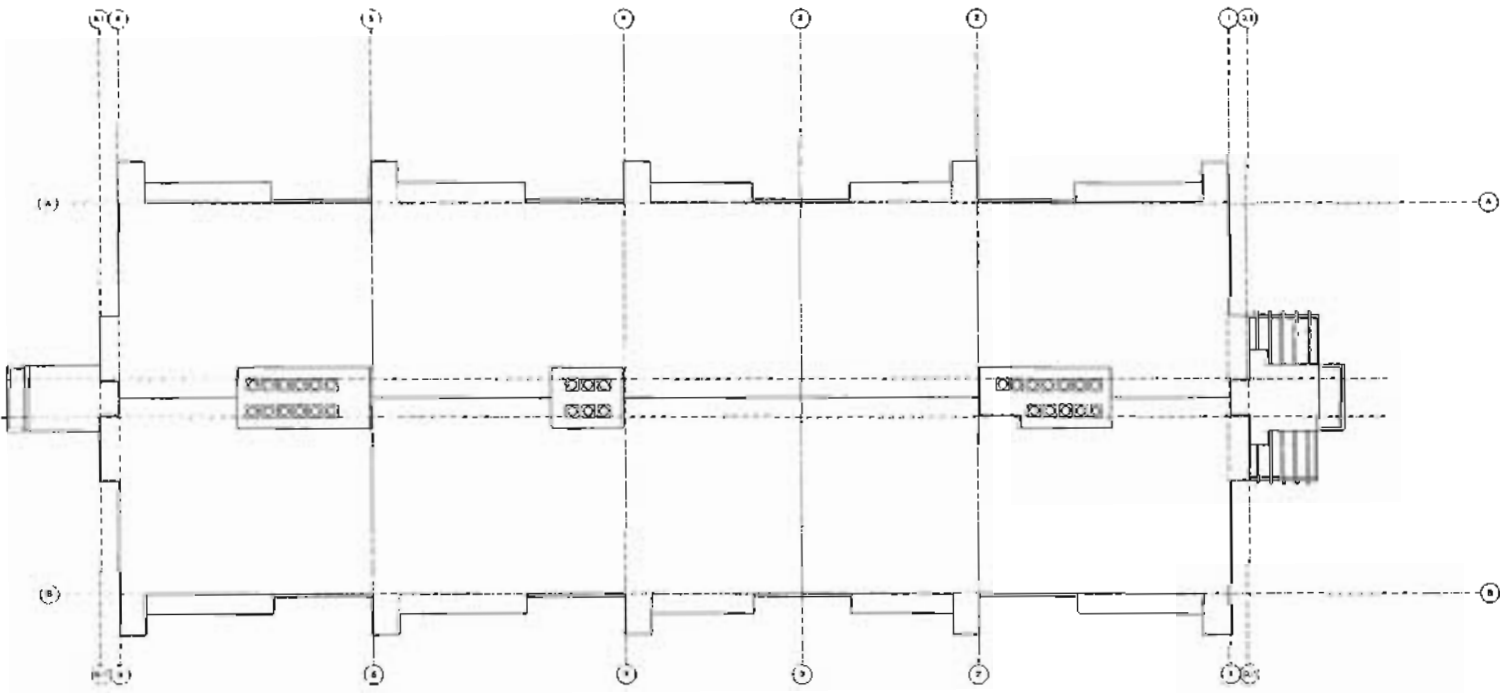
**FIRST FLOOR**  
1/2" = 1'-0"

PROJECT NO.	10000000
DATE	08/11/10
DESIGNED BY	BDE ARCHITECTS
DRAWN BY	MM
CHECKED BY	MM
APPROVED BY	MM

BUILDING 1:  
EXISTING  
ROOF PLAN

DATE	08/11/10
SCALE	AS SHOWN
CONTRACT	SHARON GREEN APTS.

- GENERAL NOTES**
1. REMOVE AND REPLACE ROOF TO BE SHOWN HEREIN TO CORRECT FOR IMPACT DAMAGE
  2. REMOVE AND REPLACE 2" FINISHING OF FULL BLOCKS UP ROOFING
  3. REPLACE ALL GUTTER INCLUDING AND NOT LIMITED TO DOWN SPACERS, WALLS, FLASHING, DRAIN COVERS, DOWNS, DIPS, CUTTERS, DOWN SPACERS 4" TO 20" DIA.
  4. REPLACE STRONGHOLD AND FLASHING PER DETAIL ACTION NUMBER 104
  5. INSTALL NEW ONE PLY WITH 20% TYPICAL JOINTS ONLY PER DETAIL ACTION NUMBER 104 AND 105 PER PART 1 OF ROOF
  6. (A) MECHANICAL EQUIPMENT TO REMAIN ON ROOF. REMOVE EQUIPMENT TO REMOVE AND REPLACE FLASHING AND ROOFING AND THEN RE-INSTALL MECHANICAL EQUIPMENT IN SAME LOCATION
  7. RE-SLOPE AND REPLACE FLASH ROOFING IN PART 1 BUA
  8. RE-SLOPE AND REPLACE FLASHING ON ALL VERTICAL SURFACES IF APPLICABLE FOR IMPROVED DRAINAGE
  9. ADD OR TO 10" MIN. FOR SLOPE OF ROOF. (C) EACH UNIT
  10. UPDATE ALL EXISTING MATERIALS TO SMOOTH, NEW GYPSUM PLASTER AND 1/2" THICK CONCRETE BOARD AS INDICATED ON BRICK ASSEMBLY
  11. REMOVE AND REPLACE ROOF AND GUTTER ON (B) THROUGH ROOF TO BRICK ASSEMBLY
  12. REMOVE ALL WATER AND REED ON (A) UNIT SHEET
  13. REMOVE 1" DRYER CLOSET IN FLOOR SLAB & RE-INSTALL FOR LAUNDRY
  14. RE-INSTALL 1" DRYER CLOSET IN FLOOR SLAB & RE-INSTALL FOR LAUNDRY
  15. RE-INSTALL 1" DRYER CLOSET IN FLOOR SLAB & RE-INSTALL FOR LAUNDRY
  16. RE-INSTALL 1" DRYER CLOSET IN FLOOR SLAB & RE-INSTALL FOR LAUNDRY
  17. RE-INSTALL 1" DRYER CLOSET IN FLOOR SLAB & RE-INSTALL FOR LAUNDRY
  18. RE-INSTALL 1" DRYER CLOSET IN FLOOR SLAB & RE-INSTALL FOR LAUNDRY
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  42. RE-INSTALL 1" DRYER CLOSET IN FLOOR SLAB & RE-INSTALL FOR LAUNDRY
  43. RE-INSTALL 1" DRYER CLOSET IN FLOOR SLAB & RE-INSTALL FOR LAUNDRY
  44. RE-INSTALL 1" DRYER CLOSET IN FLOOR SLAB & RE-INSTALL FOR LAUNDRY
  45. RE-INSTALL 1" DRYER CLOSET IN FLOOR SLAB & RE-INSTALL FOR LAUNDRY
  46. RE-INSTALL 1" DRYER CLOSET IN FLOOR SLAB & RE-INSTALL FOR LAUNDRY
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  56. RE-INSTALL 1" DRYER CLOSET IN FLOOR SLAB & RE-INSTALL FOR LAUNDRY
  57. RE-INSTALL 1" DRYER CLOSET IN FLOOR SLAB & RE-INSTALL FOR LAUNDRY
  58. RE-INSTALL 1" DRYER CLOSET IN FLOOR SLAB & RE-INSTALL FOR LAUNDRY
  59. RE-INSTALL 1" DRYER CLOSET IN FLOOR SLAB & RE-INSTALL FOR LAUNDRY
  60. RE-INSTALL 1" DRYER CLOSET IN FLOOR SLAB & RE-INSTALL FOR LAUNDRY
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  62. RE-INSTALL 1" DRYER CLOSET IN FLOOR SLAB & RE-INSTALL FOR LAUNDRY
  63. RE-INSTALL 1" DRYER CLOSET IN FLOOR SLAB & RE-INSTALL FOR LAUNDRY
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  100. RE-INSTALL 1" DRYER CLOSET IN FLOOR SLAB & RE-INSTALL FOR LAUNDRY



ROOF PLAN 1  
10/11/10

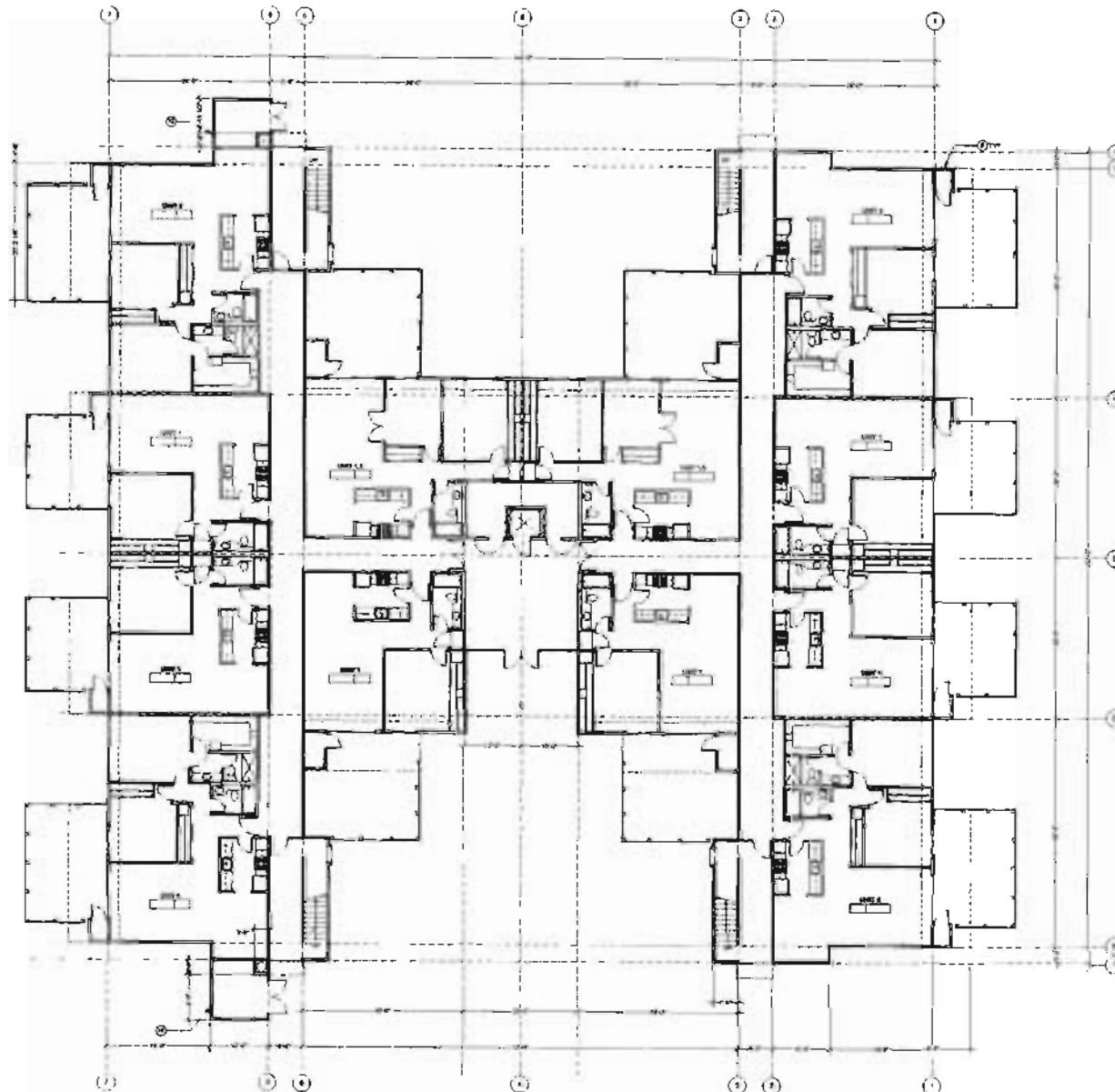
5/2

5/1

5/0

4/1

4/0



- REMOVE
- A. REMOVE AND REPLACE (R) ROOF AS IN ITEM 1
  - B. REMOVE AND REPLACE (R) ROOF AS IN ITEM 1
  - C. REMOVE ALL CORR. AND SLOPE IN ALL UNITS TO MAKE FLORS. W/LLS PLUMBING, ELEC. PLUMBING, ETC. ONLY THE CORRECTION WORK SHALL BE IN THE CORR.
  - D. REMOVE ALL MECH. AND PLUMBING FROM 1 MECH. PLUMBING
  - E. REMOVE ALL MECH. ATTIC. REMOVE ALL MECH. AND SLOPE OR ECT. FROM EVERY 1/2 OF ROOF
  - F. BY MECHANICAL EQUIPMENT TO REMOVE ON ROOF PLUMBING EQUIPMENT TO REMOVE AND REPLACE PLUMBING AND ROOFING AND THE REMOVAL OF MECHANICAL EQUIPMENT IS NOT ALLOWED
  - G. REMOVE AND REPLACE PLUM. ROOFING BY 6/4" X 1" IN
  - H. REMOVE AND REPLACE BALCONY BY VERTICAL BALCONY & BESS. FOR MECHANICAL CONNECTION
  - I. REFER TO A/D/S FOR SCOPE OF WORK OF EACH UNIT
  - J. VERIFY ALL ELEC. MATERIALS TO REMOVE FROM CORR. PLUMBING AND E. FROM CORR. ROOF. IS BEING USED OR REMOVED IN THIS
  - K. REMOVE AND REPLACE ROOF with 2x4x8 on 4" TRUSS TYPICAL FOR BALCONY WORK
- REMOVE WORK
- 1. REMOVE ALL MECH. AND SLOPE FROM EVERY 1/2 OF ROOF
  - 2. REMOVE AND REPLACE (R) ROOF AS IN ITEM 1
  - 3. REMOVE AND REPLACE (R) ROOF AS IN ITEM 1
  - 4. REMOVE ALL CORR. AND SLOPE IN ALL UNITS TO MAKE FLORS. W/LLS PLUMBING, ELEC. PLUMBING, ETC. ONLY THE CORRECTION WORK SHALL BE IN THE CORRECTION, NOT OF CORRECTION
  - 5. REMOVE ALL MECH. ATTIC. REMOVE ALL MECH. AND SLOPE OR ECT. FROM EVERY 1/2 OF ROOF
  - 6. REMOVE ALL MECH. AND PLUMBING FROM 1 MECH. PLUMBING
  - 7. REMOVE ALL MECH. EQUIPMENT TO REMOVE ON ROOF PLUMBING EQUIPMENT TO REMOVE AND REPLACE PLUMBING AND ROOFING AND THE REMOVAL OF MECHANICAL EQUIPMENT IS NOT ALLOWED
  - 8. REMOVE AND REPLACE PLUM. ROOFING BY 6/4" X 1" IN
  - 9. REMOVE AND REPLACE BALCONY BY VERTICAL BALCONY & BESS. FOR MECHANICAL CONNECTION
  - 10. REFER TO A/D/S FOR SCOPE OF WORK OF EACH UNIT
  - 11. VERIFY ALL ELEC. MATERIALS TO REMOVE FROM CORR. PLUMBING AND E. FROM CORR. ROOF. IS BEING USED OR REMOVED IN THIS
  - 12. REMOVE AND REPLACE ROOF with 2x4x8 on 4" TRUSS TYPICAL FOR BALCONY WORK

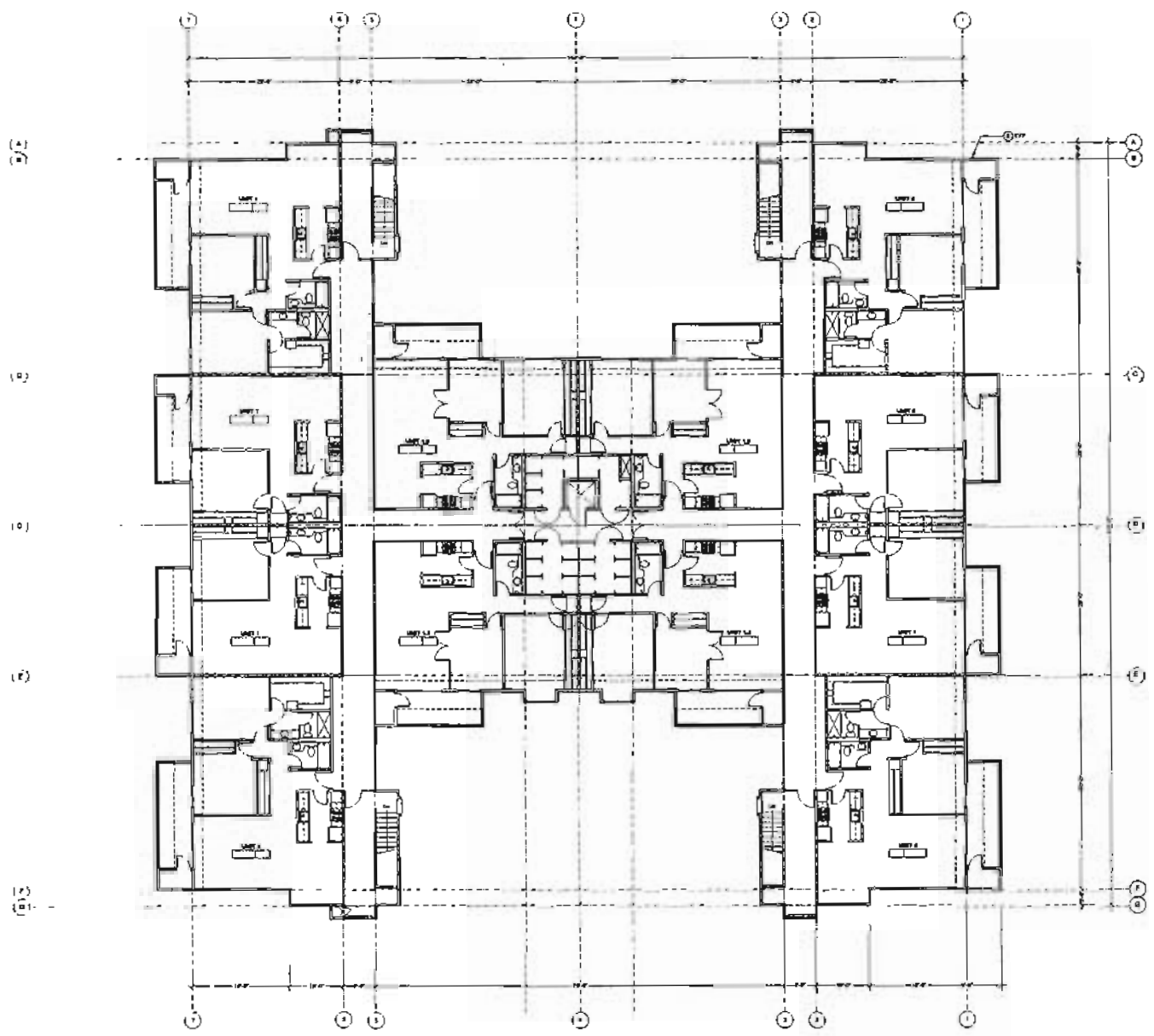
SHARON GREEN APTS.  
MENLO PARK, CALIFORNIA

OWNER:	SHARON GREEN APTS.
DESIGNER:	BDE ARCHITECTS
DATE:	11/27/01
PROJECT NO.:	101010101
CLIENT:	SHARON GREEN APTS.
PROJECT:	SHARON GREEN APTS.
DATE:	11/27/01

SHARON GREEN APTS.  
MENLO PARK, CALIFORNIA  
BUILDING 2 -  
EXISTING  
FLOOR PLAN

DATE:	11/27/01
BY:	JR/CE
CHECKED BY:	DR/CE
SCALE:	AS SHOWN





- GENERAL NOTES**
- A. REMOVE AND REPLACE BY ROOM #22 YEAR PARTIALLY COMPLETED WORK, 1 BRN
  - B. REMOVE AND REPLACE BY BRANCHES IN FULL BLOCKS BY BRANCHES
  - C. REPLACE ALL OMS INCLUDING BUT NOT LIMITED TO: ROOF FLASHING, VALLEY FLASHING, DRAIN FLASHING, GUTTER FLASHING, DOWN SPOUTS IN BR PTD DATE
  - D. REMOVE MECHANICAL AND PLUMBING REPAIRS/WORK PIPING
  - E. REMOVE ALL EXISTING ATTIC VENTILATION AND INSULATION EXPOSED TO AIR FROM DECK OF ROOF
  - F. ALL MECHANICAL EQUIPMENT TO REMAIN ON ROOF PLUMBING FOR REPAIRS TO EXISTING AND NEW MECHANICAL EQUIPMENT IN SAME LOCATION
  - G. REMOVE AND REPLACE WALL COATING BY 3/4\"
  - H. REMOVE AND REPLACE MECHANICAL ON MECHANICAL ROOMS BY ROOMS FOR MECHANICAL ROOMS AND MECHANICAL ROOMS BY ROOMS FOR MECHANICAL ROOMS
  - I. REMOVE AND REPLACE WALL COATING BY 3/4\"
  - J. REMOVE AND REPLACE ROOF AND GUTTER BY TRASH ROOMS FOR MECHANICAL ROOMS
- GENERAL NOTES**
1. REMOVE AND REPLACE WALL COATING BY 3/4\"
2. REMOVE AND REPLACE ROOF AND GUTTER BY TRASH ROOMS FOR MECHANICAL ROOMS
3. REMOVE AND REPLACE WALL COATING BY 3/4\"
4. REMOVE AND REPLACE ROOF AND GUTTER BY TRASH ROOMS FOR MECHANICAL ROOMS
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18. REMOVE AND REPLACE ROOF AND GUTTER BY TRASH ROOMS FOR MECHANICAL ROOMS
19. REMOVE AND REPLACE WALL COATING BY 3/4\"
20. REMOVE AND REPLACE ROOF AND GUTTER BY TRASH ROOMS FOR MECHANICAL ROOMS

PROJECT SET	MARKED
CONSTRUCTION	MARKED
MECHANICAL	MARKED
PLUMBING	MARKED
ELECTRICAL	MARKED
GENERAL	MARKED





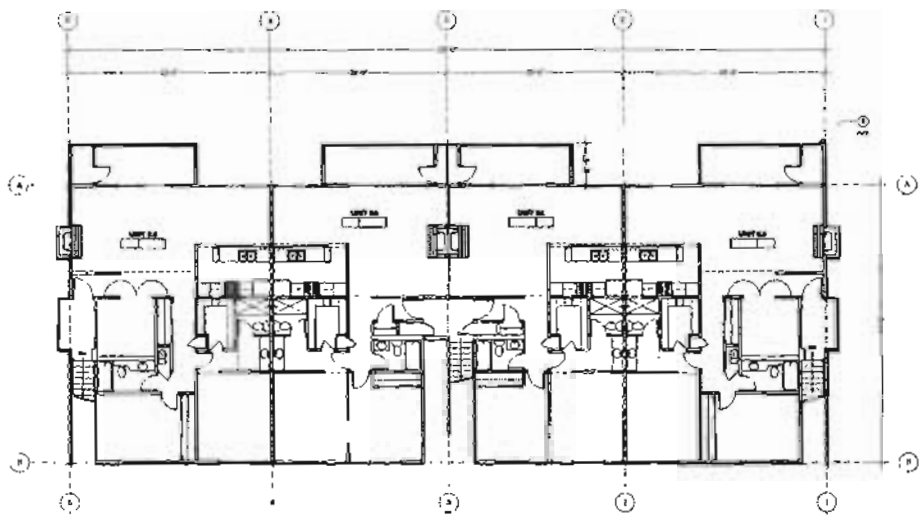
DATE	DESCRIPTION
10/20/2010	PROVISIONAL SET
11/10/2010	REVISION
11/10/2010	PROVISIONAL SET
11/10/2010	REVISION
11/10/2010	PROVISIONAL SET
11/10/2010	REVISION

PROJECT: SHARON GREEN APTS.  
LOCATION: MENLO PARK, CA  
ARCHITECT: BDE ARCHITECTS  
DATE: 10/20/2010

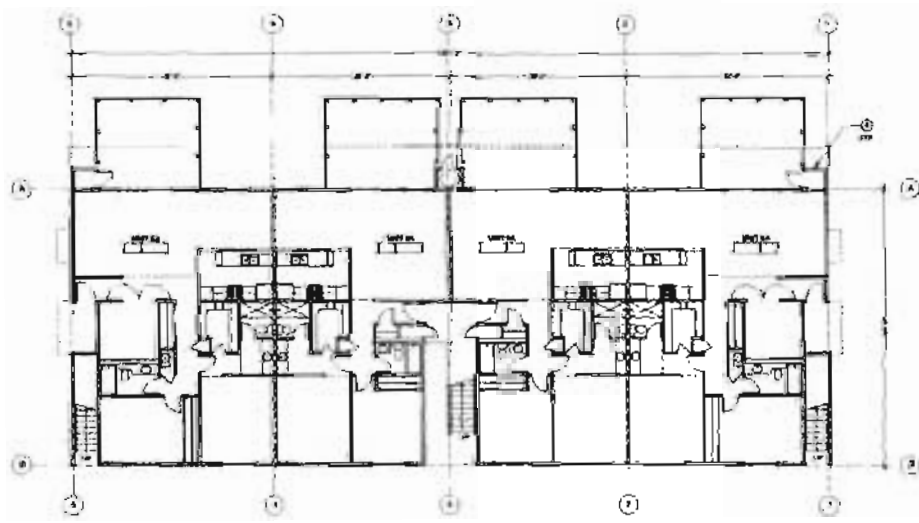
BUILDING 3:  
EXISTING  
FLOOR PLANS

**GENERAL NOTES**

- A REMOVE AND REPLACE (R/R) FLOOR TO BE WITH WARRANTY COMPOSITION ASPHALT GRADE
  - B REMOVE AND REPLACE (R/R) FINISHINGS OF FULL FLOORED BY BALCONIES
  - C REPLACE ALL DOOR INCLUDING BALCONY LEANED TO FROM PLUMBING, WITH PLUMBING, SAND PLUMBING, FLOOR JOINT, WATER DOWN BRUSH (1" x 3/4" x 1/4")
  - D REPLACE BALCONIES AND PLUMBING PENETRATION FINISHES
  - E INSTALL ONE DAY AIRTY VENTILATION ACCESSORY COVER FOR EACH FOR EVERY 100 SQ FT ROOF
  - F ALL MECHANICAL EQUIPMENT TO REMAIN ON ROOF REMOVE EQUIPMENT TO REMOVE AND REPLACE FINISHING AND REPAIRS WITH THE R/R BALCONIES, BALCONIES, TO REMAIN IN SAME LOCATION
  - G REMOVE AND REPLACE FULL FLOORED BY BALCONIES
  - H REMOVE AND REPLACE FINISHINGS ON BALCONIES, FINISHINGS OF FLOOR FOR INTERIOR CONCRETE 1" X 3/4" X 1/4" BRUSH FOR SCOUR OF MOIST AT EACH UNIT
  - I SPECIFY ALL EXTERIOR MATERIALS IN SECTION, WITH COAT OF FINISH AND E POOR QUALITY BRUSH OF PROTECTION BENEATHWARDS
  - K REMOVE AND REPLACE ROOF AND GUTTS ON (1) TRASH ROOMS TO BALCONY MATERIALS
- SHIRT NOTES**
- \*REMOVE ALL MATERIALS USED ON EXTERIOR BRICK
  - (1) IN BRICK 1" LAYER GLASS 1" IN FLOOR SLAB 1" LAYER FOR GARDEN
  - (2) REINFORCED IN CLOSET BY ALUMINUM IN LAMINATE
  - (3) IN BALCONIES, FOR FLOOR FINISH, IN REPAIR BALCONIES, NOT BY GALVANIZED, FLOOR STEEL CHANNEL, NOT BY GALVANIZED
  - (4) IN FINISH FLOOR, 1" SLIP END, WITH WOOD BRUSH, 1/4"
  - (5) IN ROOF ALUMINUM AND JOINTS/JOINTS
  - (6) IN ROOF FINISH FINISH WALLS 1" CONCRETE
  - (7) IN WALL
  - (8) IN ROOF FINISH (1) IN WALL, IN REPAIR WITH FINISHING TOP 1" IN BRUSH FOR TRASH BALCONIES
  - (9) IN EXTERIOR CLOSET
  - (10) IN FINISH FINISHING
  - (11) REMOVE AND REPLACE IN DAY FINISH OF BALCONY MATERIALS



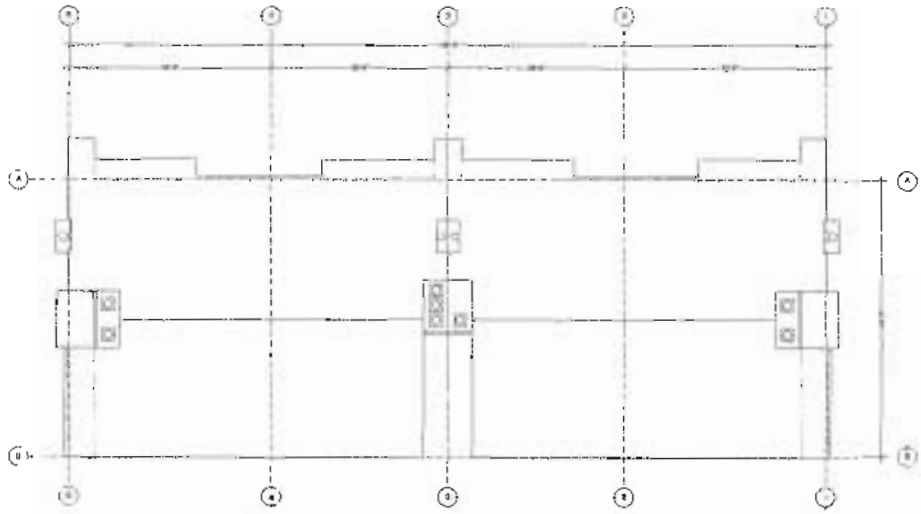
SECOND FLOOR  
28'-1 1/2"



FIRST FLOOR  
18'-1 1/2"

**GENERAL NOTES**

- A REMOVE AND REPLACE IN ROOF BY 30 YEAR WEATHER RESISTANT ASPHALT SHINGLE
  - B REMOVE AND REPLACE BY OPERATING IN FULL SCOPE OF WORK
  - C REPLACE ALL GUTS INCLUDING BUT NOT LIMITED TO: HOOD, CHIMNEY, KELLY PLUMBING, GUTS PLUMBING, GUTS DRAIN TRAIL, GUTTER, LEAKS ABOUT 1/2 IN. DIA. DIA
  - D REPLACE MECHANICAL AND PLUMBING PENETRATION FLASHINGS
  - E INSTALL ONE 2000 BTU, VENT LATION ADJUSTMENT THERMIST ON EACH UNIT OF ROOF
  - F (1) MECHANICAL EQUIPMENT TO REMAIN ON ROOF. REMOVE EQUIPMENT TO REMAIN AND REPLACE FLASHING. (2) REMOVE AND REPAIR MECHANICAL EQUIPMENT TO REMAIN ON ROOF
  - G REMOVE AND REPLACE FLAT ROOFING WITH BUR. REMOVE AND REPLACE MECHANICAL ON ROOFING SURFACE IF NOT FOR INTERLOCK CONTACT
  - H REMOVE AND REPLACE ROOFING OF ROOF IN EACH UNIT
  - I SPURTE ALL EXTERIOR MATERIALS BY BRICKS, WITH GUTS PLUMBING AND GUTS PLUMBING. BRICKS TO BE REPAIRED TO THE SURFACE GRADE
  - J REMOVE AND REPLACE ROOFING AND GUTS ON EACH UNIT
- SMALL NOTES**
- 1. REMOVE AND REPLACE ROOFING ON EACH UNIT
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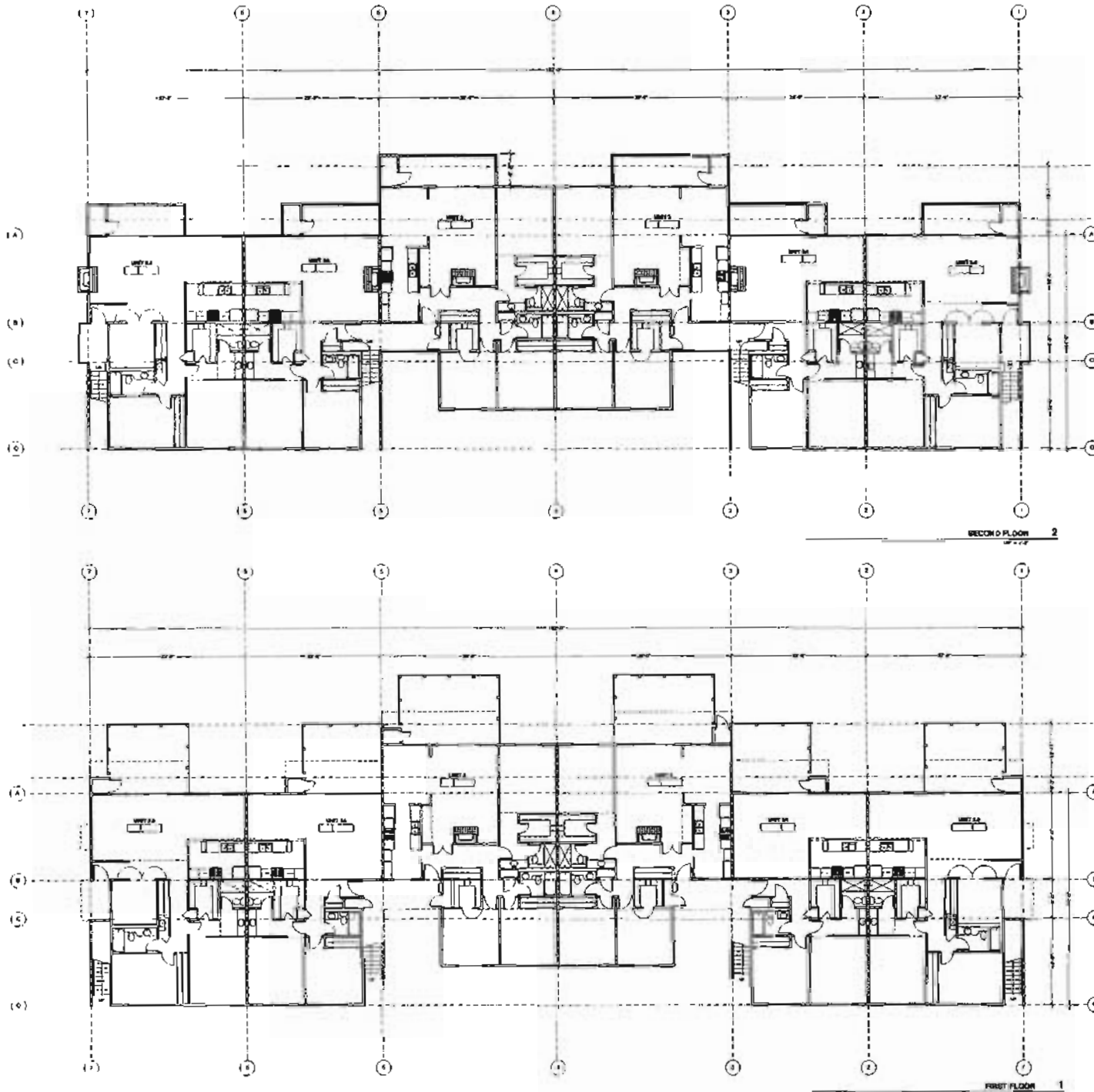


ROOF PLAN: BUILDING 3  
04.14

NO.	DESCRIPTION	DATE
1	PROPOSED BY	04/14/14
2	REVISION	04/14/14
3	PROPOSED BY	04/14/14
4	REVISION	04/14/14
5	PROPOSED BY	04/14/14
6	REVISION	04/14/14

**BUILDING 3:  
EXISTING  
ROOF PLAN**

NO. 001  
DATE: 04/14/14  
BY: [Signature]

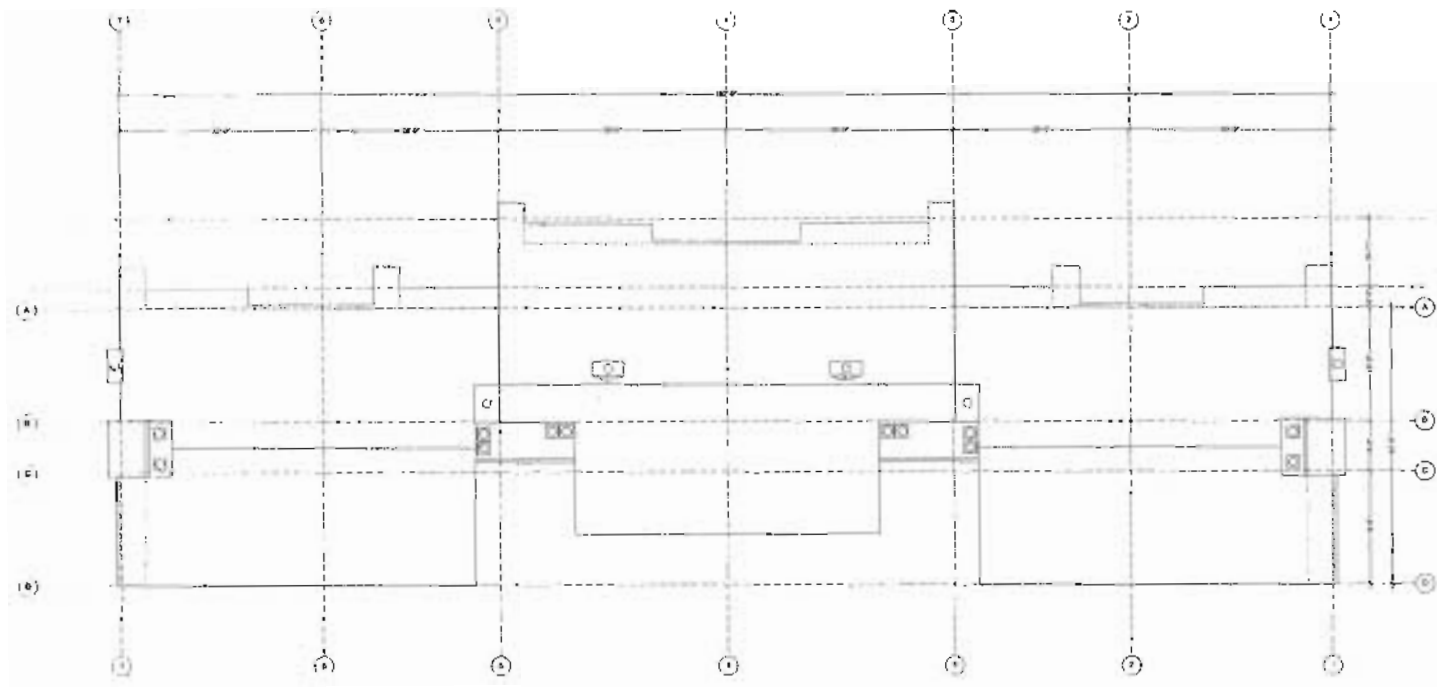


- GENERAL NOTES**
- A. REMOVE AND REPLACE (2) ROOF OF 16 YEAR WARRANTY GARAGE (4) EXISTING BRICK
  - B. REMOVE AND REPLACE (1) BRICK WALL BY FULL BLOCK OF CONCRETE
  - C. REPAIRS ALL GIB INCLUDED BUT NOT LISTED IN ROOM PLANS. ALL GIB PLUMBING, BATH PLUMBING EXCEPT TUB, SHOWER, DOWN BRICUTE IN BTU TOE
  - D. REPLACE MECHANICAL AND PLUMBING FLEX INSULATION
  - E. REMOVE ONE GIB ATTC. EXHAUSTION ACCESSORY REMOVE (1) GIB EVERY 28 IN. OF ROOF
  - F. (1) MECHANICAL EQUIPMENT TO REMAIN ON ROOF REMOVE EQUIPMENT TO REMAIN AND REPLACE PLUMBING AND ROOMS AND THEIR RESPECTIVE MECHANICAL EQUIPMENT IN SAME LOCATION
  - G. REMOVE AND REPLACE FLEX ROOFING WITH (1) 1/2 IN. GIB AND REPLACE BRICKWORK ON EXTERIOR SURFACES IF NEED FOR IMPROVEMENT CONDITION
  - H. REPAIR TO MATCH FOR SCOPE OF WORK IN EACH UNIT
  - I. SPECIAL ALL EXTERIOR MATERIALS TO MATCH WITH EXISTING MATERIALS IF PAINT EXISTING BEING APPLIED TO INTERIORS
  - J. REMOVE AND REPLACE WIRE AND CABLE ON (1) TANK ROOMS TO MATCH INTERIORS
- SMOKE DETECTORS**
- "NOT TEST" ALL DETECTORS ARE USED ON EVERY UNIT
1. THE NUMBER 1 DETECTORS TO BE PLACED IN PLACES AS SHOWN FOR LAUNDRY
  2. RECONNECTED TO DETECTORS BY SERVICE FOR LAUNDRY
  3. THE NUMBER 2 DETECTORS TO BE PLACED IN PLACES AS SHOWN FOR GARAGE, NOT FOR GARAGE, NOT FOR GARAGE, NOT FOR GARAGE, NOT FOR GARAGE
  4. THE NUMBER 3 DETECTORS TO BE PLACED IN PLACES AS SHOWN FOR GARAGE
  5. THE ROOF DETECTORS AND DETECTORS
  6. THE ROOF DETECTORS AND DETECTORS
  7. THE WALL
  8. THE DETECTORS TO BE PLACED IN PLACES AS SHOWN FOR GARAGE, NOT FOR GARAGE, NOT FOR GARAGE, NOT FOR GARAGE
  9. THE DETECTORS TO BE PLACED IN PLACES AS SHOWN FOR GARAGE, NOT FOR GARAGE, NOT FOR GARAGE, NOT FOR GARAGE
  10. THE DETECTORS TO BE PLACED IN PLACES AS SHOWN FOR GARAGE, NOT FOR GARAGE, NOT FOR GARAGE, NOT FOR GARAGE
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  12. THE DETECTORS TO BE PLACED IN PLACES AS SHOWN FOR GARAGE, NOT FOR GARAGE, NOT FOR GARAGE, NOT FOR GARAGE
  13. THE DETECTORS TO BE PLACED IN PLACES AS SHOWN FOR GARAGE, NOT FOR GARAGE, NOT FOR GARAGE, NOT FOR GARAGE
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  19. THE DETECTORS TO BE PLACED IN PLACES AS SHOWN FOR GARAGE, NOT FOR GARAGE, NOT FOR GARAGE, NOT FOR GARAGE
  20. THE DETECTORS TO BE PLACED IN PLACES AS SHOWN FOR GARAGE, NOT FOR GARAGE, NOT FOR GARAGE, NOT FOR GARAGE

PROJECT NO.	DATE
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REVISION	BY

- GENERAL NOTES**
- A. REMOVE AND REPLACE ROOF WHERE NECESSARY TO ACCOMMODATE MECHANICAL EQUIPMENT
  - B. REMOVE AND REPLACE ROOF MECHANICAL EQUIPMENT TO FULL DEPTH OF FOUNDATION
  - C. REPLACE ALL ROOF INCLUDING BUT NOT LIMITED TO: INSULATION, FLOOR FINISHES, FLOOR PLUMBING, SLOPE OVER THE DRAINAGE, DRAINage AND DRAINage RISER.
  - D. REPLACE MECHANICAL AND PLUMBING PER MECHANICAL PLUMBING
  - E. INSTALL ONE (1) INCH RIGID INSULATION ACCORDING TO CODE ON TO EVERY 100 SF OF ROOF
  - F. (1) MECHANICAL EQUIPMENT TO REMAIN ON ROOF, REMOVE EQUIPMENT TO EXPOSE AND REPLACE PLUMBING AND MECHANICAL WITH NEW AS APPLICABLE. MECHANICAL TO REMAIN IN SAME LOCATION
  - G. REMOVE AND REPLACE PLUMBING ROOF TO FULL DEPTH
  - H. REMOVE AND REPLACE MECHANICAL MECHANICAL EQUIPMENT TO FULL DEPTH OF FOUNDATION
  - I. REMOVE AND REPLACE ROOF TO FULL DEPTH
  - J. REMOVE ALL EXISTING MATERIALS BY SECTION, WITH COAT PLASTER AND IF FOUND GREAT BEING, AS INDICATED ON SEPARATE SCHEDULE
  - K. REMOVE AND REPLACE ROOF AND SETS ON JO FINISH FLOOR TO EXISTING MATERIALS

- GENERAL NOTES**
- REMOVE ALL WATER AND WASTE ON EVERY FLOOR
1. IN REMOVAL OF EXISTING ROOF TO FULL DEPTH
  2. RELOCATED TO CLOSET IN SERVICE FOR LAUNDRY
  3. IN REMOVAL OF EXISTING ROOF TO FULL DEPTH, MECHANICAL EQUIPMENT TO REMAIN IN SAME LOCATION, NOT IN SAME LOCATION
  4. IN REMOVAL OF EXISTING ROOF TO FULL DEPTH, MECHANICAL EQUIPMENT TO REMAIN IN SAME LOCATION
  5. IN ROOF DRAINAGE AND DRAINAGE
  6. IN ROOF DRAINAGE AND DRAINAGE
  7. IN ROOF DRAINAGE AND DRAINAGE
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ROOF PLAN BUILDING 4 1  
1/8" = 1'-0"

SHARON GREEN APTS.  
MENLO PARK, CALIFORNIA

DATE	DESCRIPTION	BY	CHKD
10/15/10	ISSUED FOR PERMITS	MM	MM
10/15/10	ISSUED FOR PERMITS	MM	MM
10/15/10	ISSUED FOR PERMITS	MM	MM
10/15/10	ISSUED FOR PERMITS	MM	MM

PROJECT: SHARON GREEN APTS.  
SHEET: 02 - ROOF PLAN  
DATE: 10/15/10

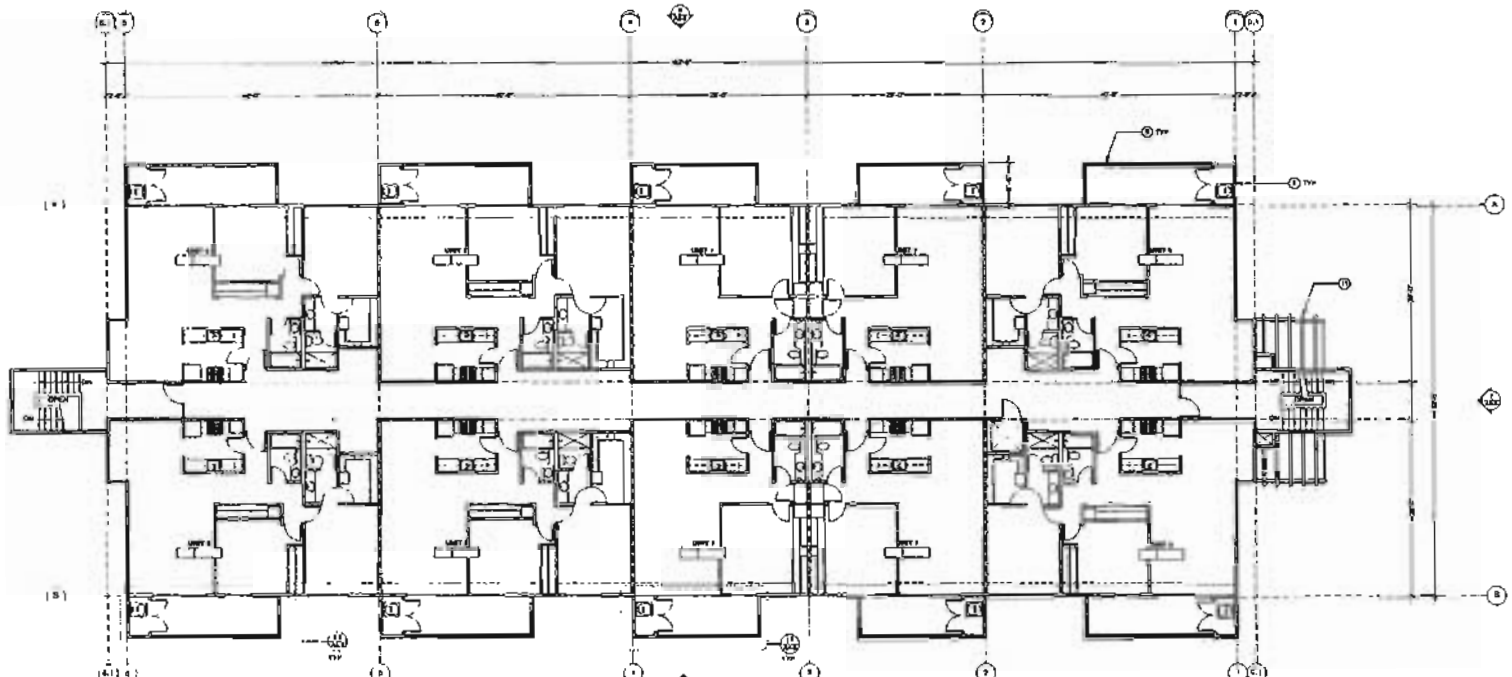
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PROJECT NO.	1000000
PROJECT NAME	SHARON GREEN APTE.
CLIENT	SHARON GREEN APTE.
DATE	10/10/00
SCALE	AS SHOWN

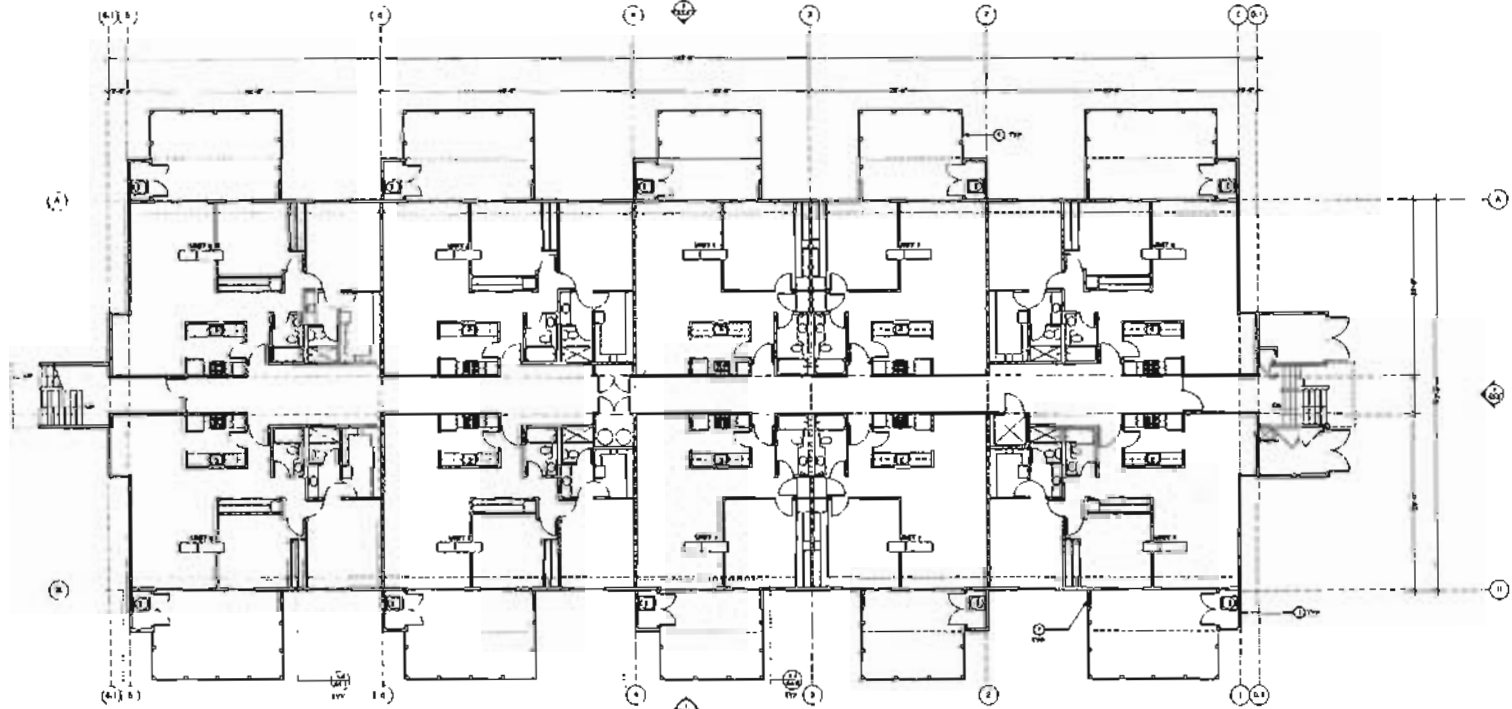
BUILDING 1: REFINISHED FLOOR PLANS

- GENERAL NOTES**
1. REMOVE AND REPLACE ALL ROOF ON 2ND FLOOR. RECONSTRUCT EXISTING ROOF AS NEW.
  2. REMOVE AND REPLACE ALL FINISHES IN FULLY FINISHED 2ND FLOOR.
  3. REMOVE ALL ROOF INCLUDING ALL MECHANICAL, CEILING, LIGHTING, VENTILATION, FLOOR FINISHES AND ALL ROOF STRUCTURE EXCEPT FOR ROOF DECK.
  4. REPLACE MECHANICAL AND FINISHES RECONSTRUCTION FINISHES.
  5. INSTALL ONE NEW 4" X 8" VENTILATION EXHAUSTOR PER UNIT ON ROOF EVERY 2ND OF ROOF.
  6. IN RECEPTION, EQUIPMENT FIT ROOMS ON ROOF REMOVE EQUIPMENT TO REMOVE AND REPLACE FINISHES AND ROOFING AND THEN REINSTALL MECHANICAL EQUIPMENT IN SAME LOCATION.
  7. REMOVE AND REPLACE FLY ROOFING IN 2ND FLOOR.
  8. REMOVE AND REPLACE EXHAUSTION ON VERTICAL SURFACES IF NOT FOR STRUCTURAL PURPOSES.
  9. REFER TO ALL NOTES FOR ROOFING OF ROOF AT EACH UNIT.
  10. UPDATE ALL EXISTING MATERIALS IN EXTERIOR. NEW ROOF FINISHES ARE 1/2" POLYURETHANE FOAM INSULATION OVER EXISTING ROOF.
  11. REMOVE AND REPLACE ROOF AND GATE ON 2ND FLOOR. ROOFING TO BE DONE BY OTHERS.
- FINISH NOTES**
- NOTE: ALL NOTES ARE USED ON EVERY SPACE.

1. IN UNITS 1-10 REMOVE ALL FLOOR SLAB SERVICES FOR CALIBER.
2. RECONSTRUCT 2ND FLOOR IN UNITS FOR CALIBER.
3. IN NEW ROOF, 2ND FLOOR, THIS AREA IS TO BE A GYM. REMOVE ALL EXISTING FLOOR FINISHES, EQUIPMENT, ROOFING, ETC.
4. IN UNITS 11-14, 17 & 18 NEW FLOOR FINISHES TO BE.
5. IN ROOF, GUTTERS AND DOWNSPOUTS.
6. IN ROOF, REMOVE EXISTING WALLS & CEILING.
7. IN WALL.
8. NEW ROOF FINISHES ON 2ND FLOOR IN UNITS 11-14, 17 & 18. THIS AREA IS TO BE A GYM. REMOVE ALL EXISTING FLOOR FINISHES, EQUIPMENT, ROOFING, ETC.
9. IN UNITS 11-14, 17 & 18 REMOVE ALL FLOOR SLAB SERVICES FOR CALIBER.
10. IN UNITS 11-14, 17 & 18 REMOVE ALL FLOOR SLAB SERVICES FOR CALIBER.
11. IN UNITS 11-14, 17 & 18 REMOVE ALL FLOOR SLAB SERVICES FOR CALIBER.



SECOND FLOOR (THIRD FLOOR SIMILAR) 2



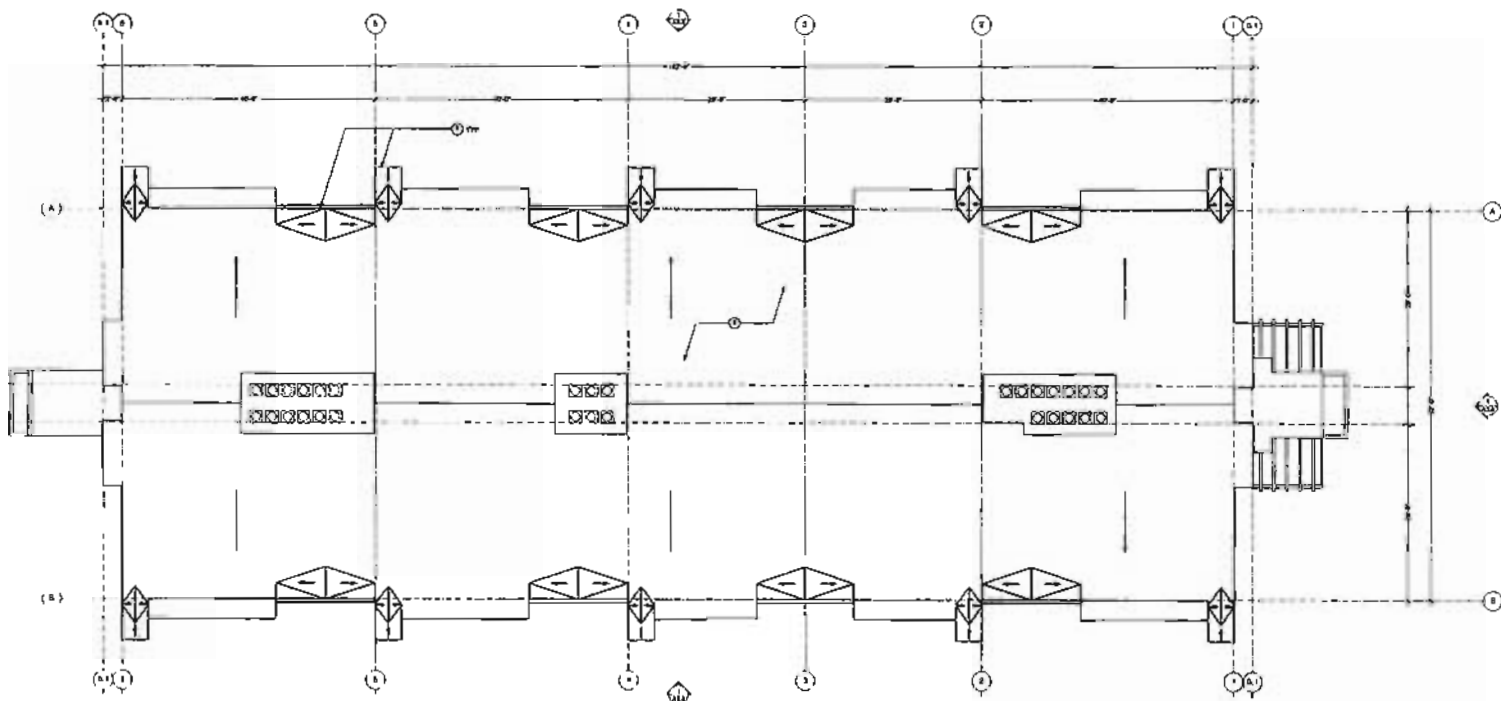
FIRST FLOOR 1



SCALE

- GENERAL NOTES**
- 1 REMOVE AND REPLACE BY ROOF W/20 YEAR WEATHER RESISTANCE CAPABILITY AS PER SECTION 05110-01
  - 2 REMOVE AND REPLACE BY 2" MIN. THICK POLYURETHANE INSULATION FULLY SUPPORTED BY STRUCTURE
  - 3 REPLACE ALL GUTS INCLUDING BUT NOT LIMITED TO: DOWNSPUTS, FLASHINGS, GUTS, DRAINAGE, GUTS AND TRIM, GUTS, DOWNSPUTS AND TRIM, ETC.
  - 4 INSTALL MECHANICAL AND PLUMBING PENETRATION FLASHINGS
  - 5 INSTALL ONE (1) 4" AIR CIRCULATION INSULATION (MINIMUM ON 1") FOR EVERY 18" OF ROOF
  - 6 (A) MECHANICAL EQUIPMENT TO REMAIN ON ROOF: ALL MECHANICAL EQUIPMENT TO REMAIN AND REPLACE ALL MECHANICAL EQUIPMENT IN SAME LOCATION
  - 6 (B) REMOVE AND REPLACE FLASHING TO FULLY BURN
  - 7 REMOVE AND REPLACE FLASHING AND ALL OTHER SURFACES OF ROOF FOR REPAIR/RECONSTRUCTION
  - 8 REPLACE ALL GUTS AND DOWNSPUTS AT EACH END
  - 9 UPDATES ALL EXISTING MATERIALS TO MEET 2015 IBC AND ALL OTHER APPLICABLE CODES, ALL INDICATED BY SHOWN SYMBOLS
  - 10 REMOVE AND REPLACE ROOF AND GUTS ON ALL EXISTING ROOFS OF BUILDING INCLUDING:
    - 10.1 MEET ALL OTHER APPLICABLE CODES
    - 10.2 DETAIL OTHER AREAS ON EXISTING ROOFS

- KEYNOTES**
- 1 MECHANICAL EQUIPMENT TO REMAIN ON ROOF
  - 2 MECHANICAL EQUIPMENT TO BE REMOVED
  - 3 MECHANICAL EQUIPMENT TO BE REPLACED
  - 4 MECHANICAL EQUIPMENT TO BE REPLACED WITH NEW MODEL
  - 5 MECHANICAL EQUIPMENT TO BE REPLACED WITH NEW MODEL AND NEW LOCATION
  - 6 MECHANICAL EQUIPMENT TO BE REPLACED WITH NEW MODEL AND NEW LOCATION AND NEW SIZE
  - 7 MECHANICAL EQUIPMENT TO BE REPLACED WITH NEW MODEL AND NEW LOCATION AND NEW SIZE AND NEW LOCATION
  - 8 MECHANICAL EQUIPMENT TO BE REPLACED WITH NEW MODEL AND NEW LOCATION AND NEW SIZE AND NEW LOCATION AND NEW SIZE AND NEW LOCATION
  - 9 MECHANICAL EQUIPMENT TO BE REPLACED WITH NEW MODEL AND NEW LOCATION AND NEW SIZE AND NEW LOCATION AND NEW SIZE AND NEW LOCATION AND NEW SIZE AND NEW LOCATION
  - 10 MECHANICAL EQUIPMENT TO BE REPLACED WITH NEW MODEL AND NEW LOCATION AND NEW SIZE AND NEW LOCATION AND NEW SIZE AND NEW LOCATION AND NEW SIZE AND NEW LOCATION AND NEW SIZE AND NEW LOCATION



ROOF PLAN 1

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	08/15/2018
2	ISSUED FOR CONSTRUCTION	09/10/2018
3	ISSUED FOR RECORD	10/10/2018
4	ISSUED FOR RECORD	11/10/2018
5	ISSUED FOR RECORD	12/10/2018

**BUILDING 1: RENOVATED ROOF PLAN**

DATE: 08/15/2018

PROJECT: SHARON GREEN APTS.

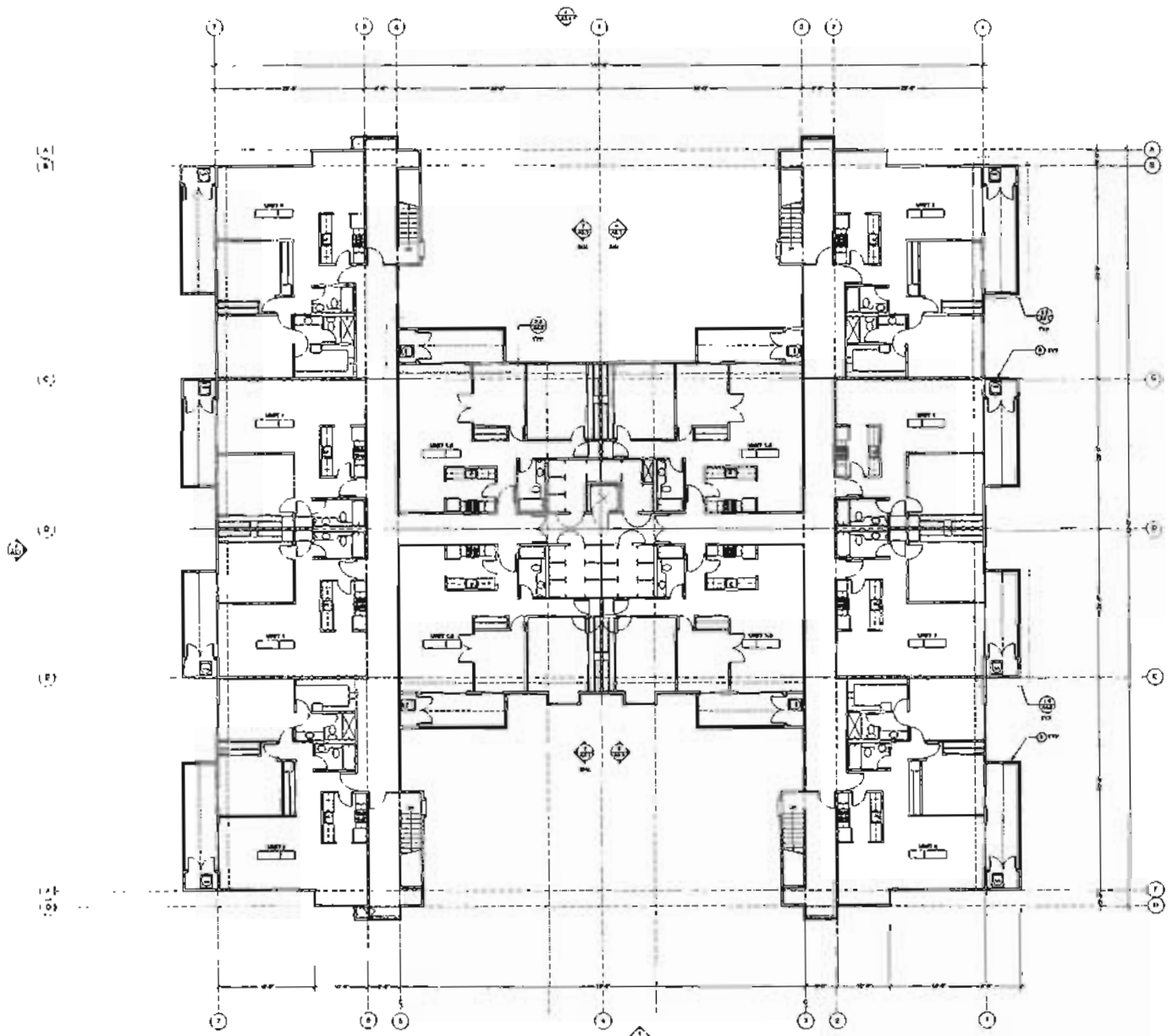
LOCATION: MENLO PARK, CALIFORNIA

SCALE: AS SHOWN

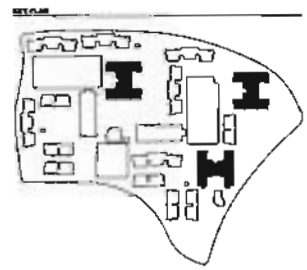








- GENERAL NOTES**
- A REMOVE AND REPLACE (R) ROOF AT THE PLAN INDICATED BY SHADING FOR APARTS 1 THROUGH 4
  - B REMOVE AND REPLACE (R) INSULATION IN WALLS SUBJECT TO BRICKWORK
  - C REPLACE ALL GYM MECHANICAL AND VENTILATION ROOF PACKAGING, REPAIR PACKAGING, RAFTER CLIPPING, LAY DOWN TRUSS, GUYWIRE, DOWN SPOUTS TO BE PTD TO 20'
  - D REPLACE MECHANICAL AND PLUMBING PENETRATION FLASHINGS
  - E REMOVE ONE (1) MECHANICAL VENTILATION ACCESSORY SYSTEMS ON 20' FOR EVERY 40' OF ROOF
  - F RE-MECHANICAL EQUIPMENT TO REPAIR/ROOF, REMOVE EQUIPMENT TO REPLACE AND REMOVE FLASHING AND INSULATION FROM TO BE REPLACED OR CHANGED, EQUIPMENT IN SAME LOCATION
  - G REMOVE AND REPLACE FLY PROOFING ON 20' BY 20'
  - H REMOVE AND REPLACE INSULATION ON VERTICAL SURFACES IF NEED FOR WATERPROOF PROTECTION
  - I NOT TO BE DONE FOR SCOPE OF WORK AT EACH UNIT
  - J UPDATE ALL EXTERIOR WATERMARK BY PROTECT, BOM CODE, PTD BY AREA IF PERMITS OR CITY DEMAND, AS REQUESTED ON SHEET 1 (SEE 1)
  - K REMOVE AND REPLACE ROOF AND GUY ON 20' STAIR TOWER IN EXTERIOR PORTIONS
- SMALL NOTES**
- \*NOTIFY ALL NOTES AND LOCATION EVERY SHEET
- 1 RE-RENDER & PATCH GYPSUM BY FLOOR SLAB & FINISHES FOR LANDING
  - 2 RE-OVERLAY TO GYPSUM BY FINISHES FOR LANDING
  - 3 RE-PAINT, REPAIR, AND PATCH WALLS OF ROOF AND GYM (SEE SHEET 1) SEE SHEET 1 FOR GYM CORNER, SEE SHEET 1 FOR GYM CORNER, SEE SHEET 1 FOR GYM CORNER
  - 4 RE-EMERGENCY PLACE, REPAIR THIS AREA, REPAIR GYM CORNER
  - 5 RE-ROOF, BUTTER AND WATERPROOF
  - 6 RE-ROOF FINISHES FINISHES WALLS & CORNERS
  - 7 RE-PAINT
  - 8 REPAIR GYM FLOOR ON 20' STAIR, RE-REPAIRING REPAIR, REPAIR ON TOP OF THE TOWER FOR TOWER
  - 9 RE-REPAIR CORNER
  - 10 RE-REPAIR CORNER
  - 11 REMOVE AND REPLACE WATER PIPING IN EXTERIOR PORTIONS



THIRD FLOOR 1  
W 1/4"

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE

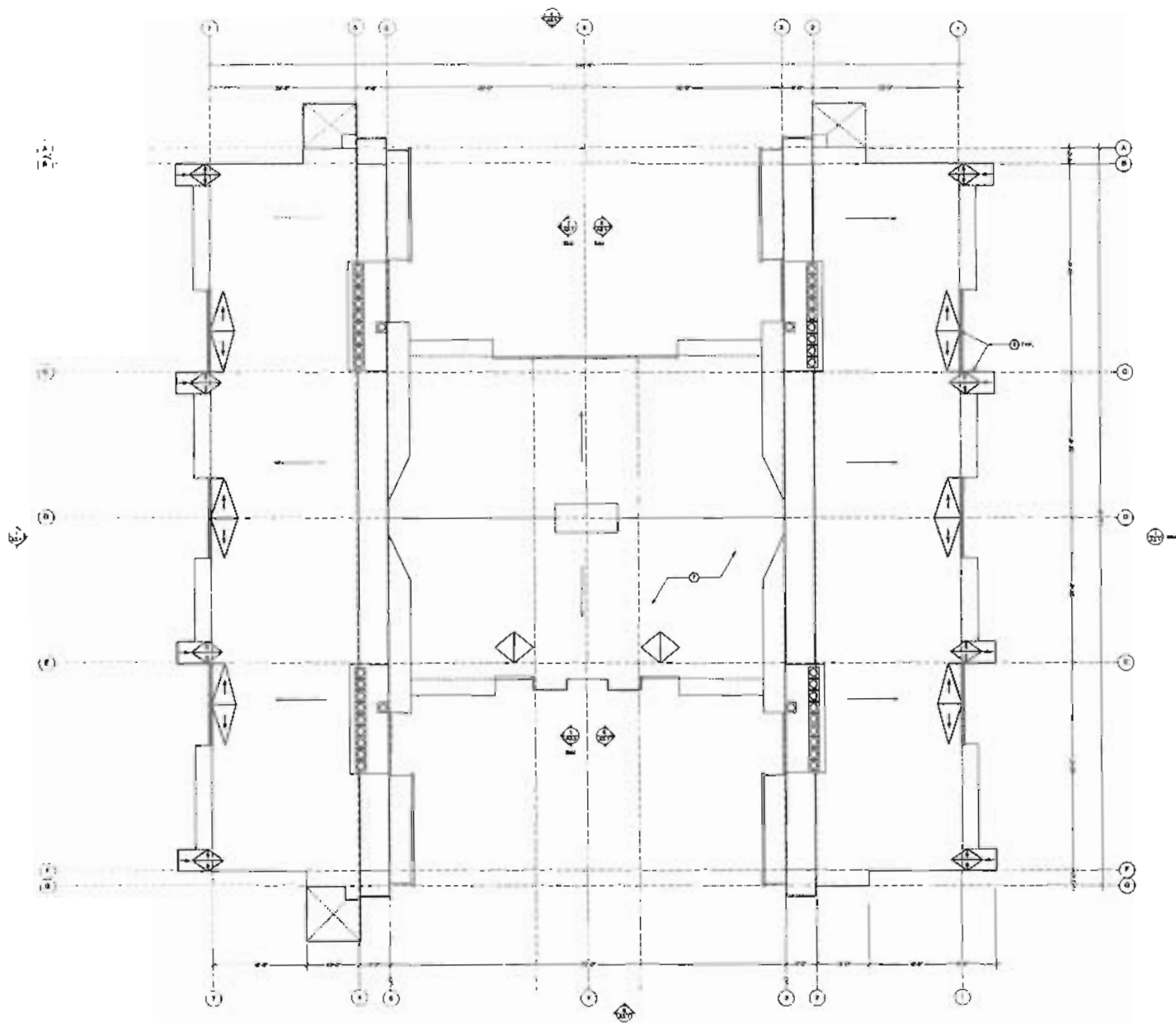
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DRAWN BY	CHECKED BY
SCALE	SCALE

DATE	SCALE
PROJECT NO.	PROJECT NO.
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SCALE	SCALE

**BUILDING 2:  
RENOVATED  
ROOF PLAN**

- GENERAL NOTES**
- A REMOVE AND REPLACE ROOF WITH 2" POLYURETHANE COMPOSITION ASPHALT BURST
  - B REMOVE AND REPLACE BY SHEDDING TO FULLY BLOCKED UP STRUCTURE
  - C REPLACE ALL ROOF INCLUDING BUT NOT LIMITED TO: INSULATION, ROOF PLUMBING, FLASHING, PLUMBING, LATH AND FINISH, GUTTERS, DOWN SPOUTS IN ALL FIVE BAYS
  - D REPLACE MECHANICAL AND PLUMBING PENETRATION FLASHINGS
  - E INSTALL ONE (1) NEW 2" POLYURETHANE COMPOSITION BURST (OR 2") FOR EVERY TWO (2) OF ROOF
  - F (1) MECHANICAL EQUIPMENT TO REMAIN ON ROOF. REMOVE EQUIPMENT TO BE REMOVED AND REPLACE FLASHING AND GUTTERS AND TRAP MECHANICAL EQUIPMENT IN SAME LOCATION
  - G REMOVE AND REPLACE FLAT ROOFING IN BAY 1 PER PLAN
  - H REMOVE AND REPLACE SHEATHING ON ROOF IN BAY 1 PER PLAN FOR INSURANCE COMPANY
  - I REFER TO ALL BAY 1 FOR SCOPE OF WORK AT EACH BAY
  - J REMOVE ALL EXTERIOR LIGHTS AND FIXTURES, SIGN LIGHTS, PLANTERS AND FOUNTAINS AT BAY 1 PER PLAN FOR INSURANCE COMPANY
  - K REMOVE AND REPLACE ROOF AND GUTTERS ON ALL FIVE BAYS PER PLAN
- OTHER NOTES**
- REFER TO ALL NOTES ARE USED ON EVERY SHEET
- 1) BY NUMBER 0 (ZERO) DIMENSIONS FOR FLOOR SLAB & FINISH FOR CEILING
  - 2) DIMENSIONS TO CENTER OF FINISH FOR CEILING
  - 3) DIMENSIONS TO CENTER OF FINISH FOR CEILING
  - 4) ALL MEASUREMENTS ARE FROM DIMENSIONS FOR THE CENTER OF FINISH FOR CEILING
  - 5) ALL DIMENSIONS ARE FROM THE CENTER OF FINISH FOR CEILING
  - 6) ALL DIMENSIONS ARE FROM THE CENTER OF FINISH FOR CEILING
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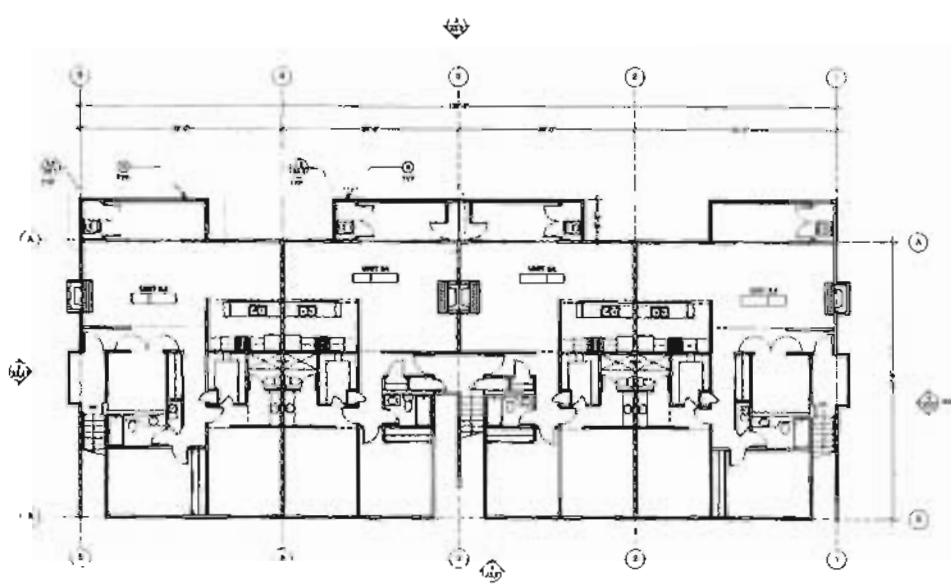
**LEGEND**

□ ROOF ANNOTATION

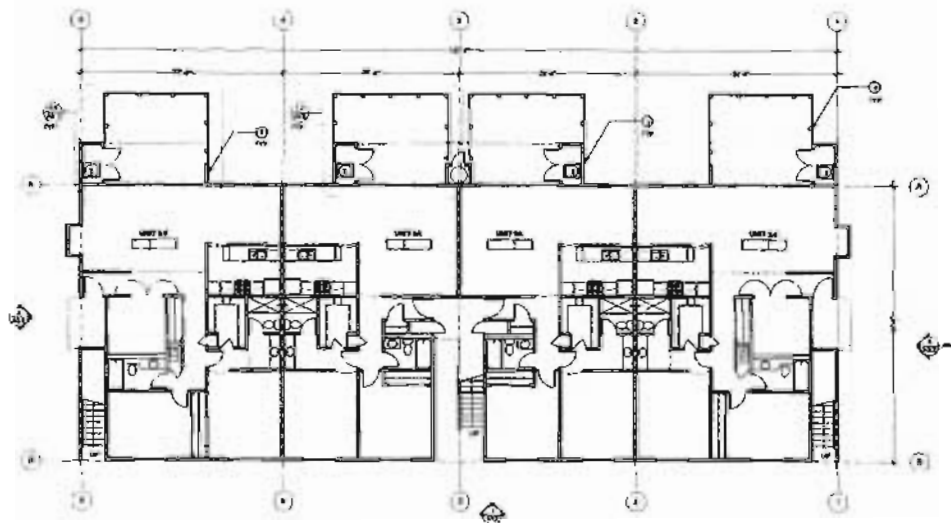
1" = 1'-0"

1

PROJECT NO.	100000000
PROJECT NAME	SHARON GREEN
CLIENT	BRE
ARCHITECT	BRE
DATE	08/14/13



SECOND FLOOR 2



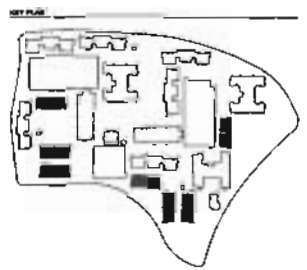
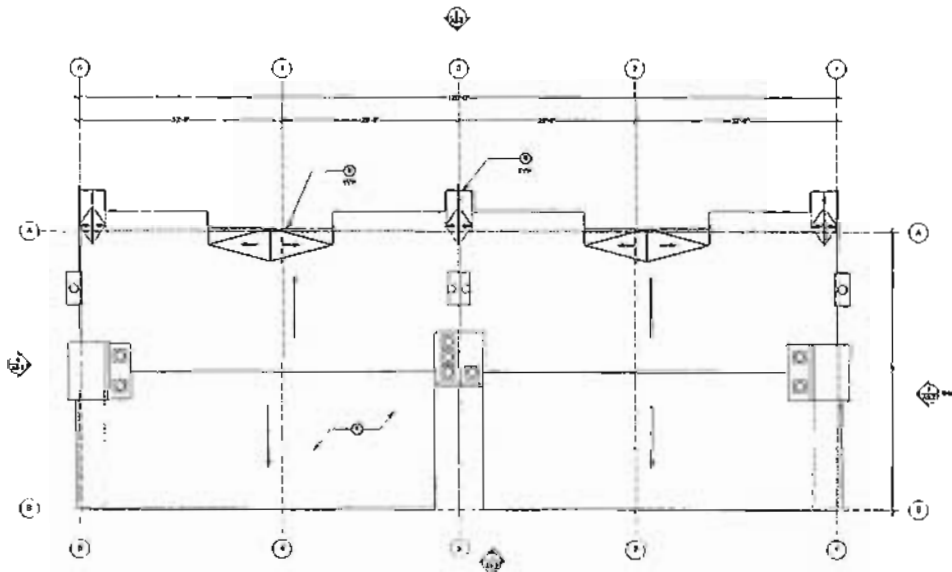
FIRST FLOOR 1



- GENERAL NOTES**
- A REMOVE AND REPLACE (R) ROOF IN SELECTED TYPICAL QUARTERS (APRIL, 1) SPACE
  - B REMOVE AND REPLACE (R) BREAKERS IF FULLY SCISSOR UP BREAKERS
  - C REPLACE ALL CASE INCLUDING BUT NOT LIMITED TO DOOR, WINDOW, SHELTER FLOORING, PAINT REPAIRS, SAYS LOW TRAIL, UTILITY (DOOR SHOULD BE DO NOT CASE
  - D REPLACE MECHANICAL AND PLUMBING PENETRATIONS THROUGH ROOF
  - E REMOVE ONE (1) 11" C/V VENTILATION ACCESSORY (SHOULD BE 10" IN 11" 1/2" OF ROOF
  - F MECHANICAL EQUIPMENT TO REMAIN ON ROOF EXCEPT FOR REPAIRS TO TRUCKS AND REPLACE PLUMBING AND WIRING AND TRUCK REPAIRS AND MECHANICAL EQUIPMENT IN SAME LOCATION
  - G REMOVE AND REPLACE FLOOR ROOFING BY SPLIT RAIL
  - H REMOVE AND REPLACE BREAKERS ON ELECTRICAL SUPPLIES IF NEAR FIRE INTERFERES OPERATION
  - I REMOVE MECHANICAL FOR ROOFS OF WORK AT EACH UNIT
  - J REMOVE ALL DETACHED MATERIALS INCLUDING WITH LOAD PLYS AND IF NOT CLEANLY BEING IN CONTACT ON SHALLOW
  - K REMOVE AND REPLACE ROOF AND DIRT ON ROOF TRASH ROOMS TO BRIDGE APARTMENTS
- SHORT NOTES**
- 1. REMOVE ALL NOTES ARE USED ON 1 VIEW ONLY
  - 2. REMOVE 1 (1) CLOSET IN FLOOR PLAN 1
  - 3. REMOVE 1 (1) CLOSET IN BATHROOM FOR LAUNDRY
  - 4. REMOVE 1 (1) CLOSET IN BATHROOM FOR LAUNDRY
  - 5. REMOVE 1 (1) CLOSET IN BATHROOM FOR LAUNDRY
  - 6. REMOVE 1 (1) CLOSET IN BATHROOM FOR LAUNDRY
  - 7. REMOVE 1 (1) CLOSET IN BATHROOM FOR LAUNDRY
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  - 17. REMOVE 1 (1) CLOSET IN BATHROOM FOR LAUNDRY
  - 18. REMOVE 1 (1) CLOSET IN BATHROOM FOR LAUNDRY
  - 19. REMOVE 1 (1) CLOSET IN BATHROOM FOR LAUNDRY
  - 20. REMOVE 1 (1) CLOSET IN BATHROOM FOR LAUNDRY

**GENERAL NOTES**

- A REMOVE AND REPAIR (U) ROOF BY 28 YEAR MINIMUM COMPLETION MINIMUM SPACE
  - B REMOVE AND REPLACE BY SHOWN BY FULLY SCHEDULED BY ARCHITECT
  - C REPLACE ALL OLD INCLUDING BUT NOT LIMITED TO: ROOF FLASHING, GUTTER FLASHING, FLOOR FLASHING, GUTTER FLASHING, DOWN SPOUTS AS SHOWN ON PLAN
  - D REPLACE UNIFORM AND PLUMBED PENETRATION FLASHINGS
  - E INSTALL ONE (1) AIR INTAKE VENTILATION ASSEMBLY (VAV) ON EACH FLOOR EVERY 100 SF OF ROOF
  - F (1) MECHANICAL EQUIPMENT TO REMAIN ON ROOF. REMOVE EQUIPMENT TO BE REMOVED AND REPAIR, REPAIR AND REPLACE AND REPAIR TO REMAIN MECHANICAL EQUIPMENT IN SAME LOCATION
  - G REMOVE AND REPLACE FLAT ROOFING BY 2-PLY BUR
  - H REMOVE AND REPLACE EXISTING OR NEW VERTICAL SURFACE IF ROOF FOR IMPROVED DRAINAGE
  - I REFER TO 2-DIMENSIONS FOR ROOF ON WORK AT EACH UNIT
  - J VERIFY ALL EXISTING MATERIALS ARE SOUND, BEAM CORROSION AND IF THEY ARE NOT SOUND, BEAM CORROSION TO BE REPAIRED
  - K REMOVE AND REPLACE ROOF AND GUTTER ON ALL FINISH ROOFS BY SIMILAR MATERIALS
- SHED ROOF:**  
 \*NOTE: SEE ALL NOTES AND SPECIFICATIONS
- 1. REMOVE & REPAIR ROOF BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 2. REMOVE & REPAIR SERVICES FOR LAUNDRY
  - 3. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 4. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 5. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 6. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 7. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 8. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 9. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 10. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 11. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 12. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 13. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 14. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 15. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 16. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 17. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 18. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 19. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 20. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 21. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 22. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 23. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 24. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 25. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 26. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 27. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
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  - 99. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY
  - 100. REMOVE ROOF BY FLOOR PLAN BY FLOOR PLAN & SCHEDULE FOR LAUNDRY



KEY PLAN  
 ROOF ADDITION

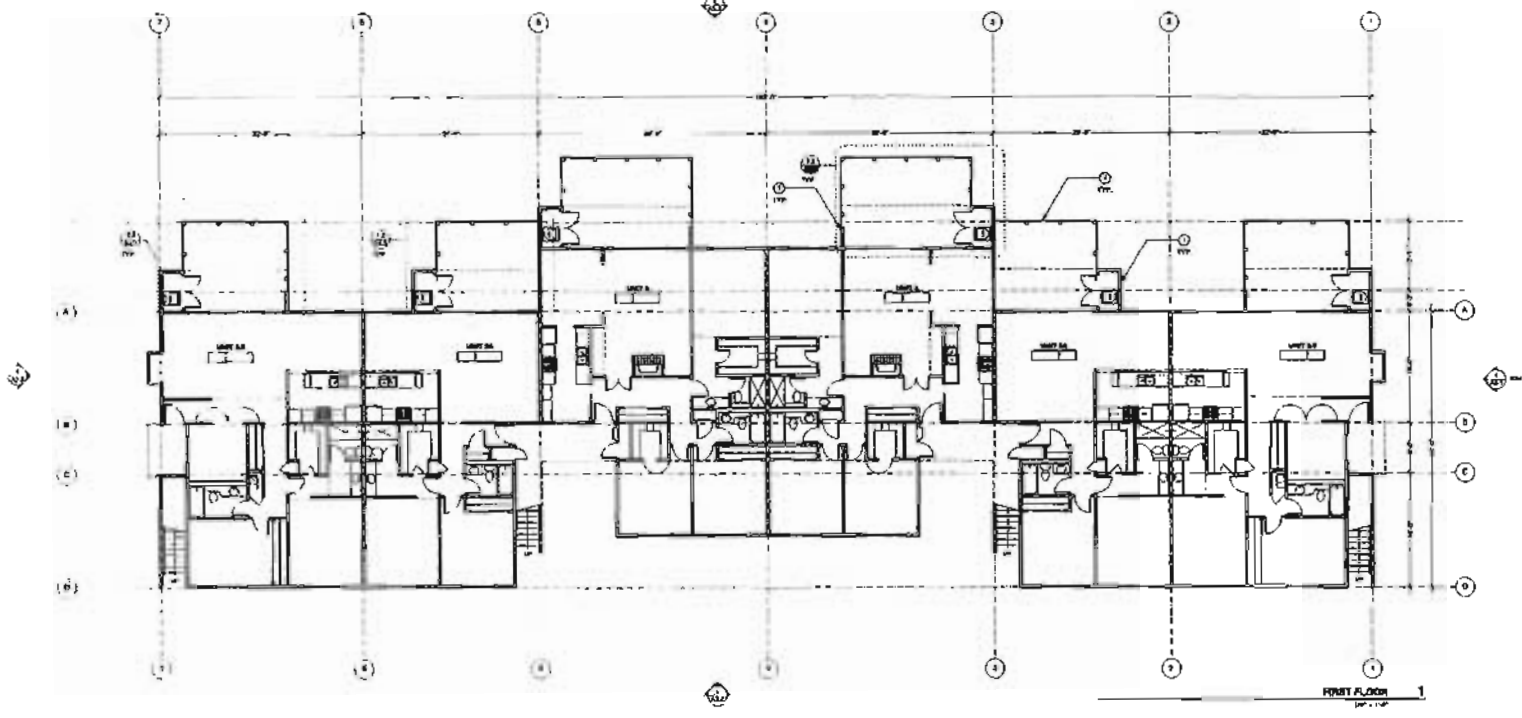
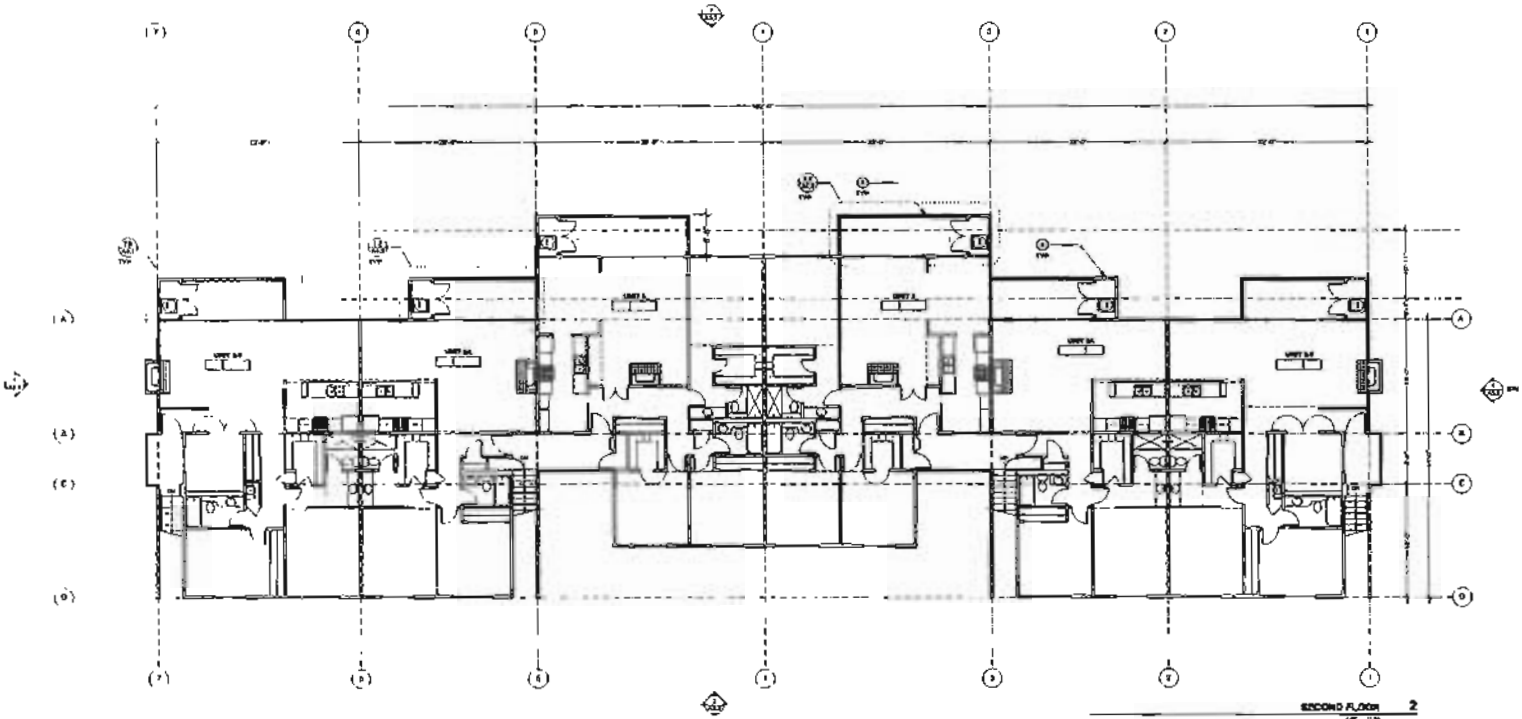
ROOF PLAN: BUILDING 3  
 1  
 W.P.P.

DESIGNED BY	BDE
PROJECT NO.	1000000000
DATE	01/15/2010
PROJECT NAME	SHARON GREEN APTS.
PROJECT ADDRESS	MENLO PARK, CALIFORNIA

PROJECT NAME	SHARON GREEN APTS.
PROJECT ADDRESS	MENLO PARK, CALIFORNIA
PROJECT NO.	1000000000
DATE	01/15/2010
DESIGNED BY	BDE
PROJECT NAME	SHARON GREEN APTS.
PROJECT ADDRESS	MENLO PARK, CALIFORNIA
PROJECT NO.	1000000000
DATE	01/15/2010
DESIGNED BY	BDE

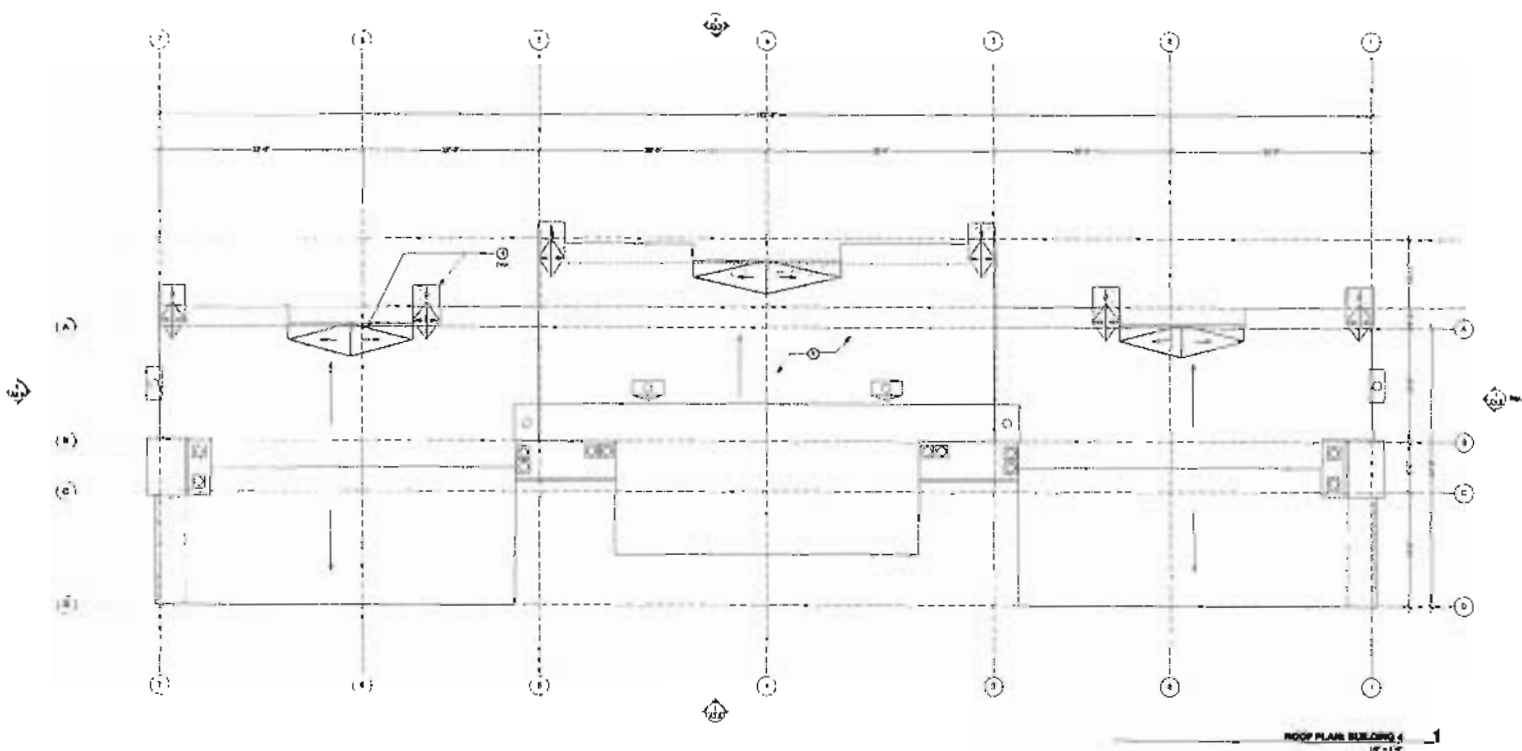
**GENERAL NOTES**

- 1 REMOVE AND REPLACE EX. ROOF WITH NEW RAINWATER COMPOSITE JOINTLY SMOKE
  - 2 REMOVE AND REPLACE EX. SHEATHING BY FLAT SLICED UP SHEATHING
  - 3 REPLACE ALL EX. INSULATION BUT NOT LIMITED TO FLOOR PLUMBING, WELLS, COLUMNS, TRUSS PLUMBING, EXIST. JOIST TRUSS, OUTSIDE DOWN SLOTTED AT 30/30/30 GUT
  - 4 REPLACE MECHANICAL AND PLUMBING PENETRATION PLUMBING
  - 5 INSTALL NEW SIGNIFICANT REVISIONS ACCORDING TO PLAN OR EX. FOR EACH ROOM OR SET OF ROOMS
  - 6 (1) MECHANICAL EQUIPMENT TO REMAIN ON ROOF EXCEPT VOLUMES TO REMOVE AND REPLACE PLUMBING AND ROOFING AND (2) ALL MECHANICAL EQUIPMENT TO REMAIN EXCEPT
  - 7 REMOVE AND REPLACE FLOOR JOISTS BY SPLIT BAY REMOVE AND REPLACE SHEATHING ON VERTICAL SURFACES IF NEEDED FOR WATERPROOF PROTECTION
  - 8 REMOVE TO MAKE 2 FOR ROOMS OF MORE AT EACH UNIT
  - 9 SPECIAL ALL SHEATHING AND WALLS TO REMAIN WITH EX. JOIST PLUMBING AND FLOOR JOIST REMAIN AS SHOWN ON EXISTING PLANS
  - 10 REMOVE AND REPLACE ROOF AND DASH ON 10' X 10' PANELS TO MAKE 2 FOR EACH UNIT
- GENERAL NOTES**  
NOTES ALL NOTES ARE USED ON EVERY SHEET
- 11 REMOVE 1 CORNER CLOSET IN FLOOR PLAN & REPLACE FOR LAUNDRY
  - 12 RECONSTRUCT TO SHOW 1 IN ROOMS FOR LAUNDRY
  - 13 ALL METAL ROOF, EX. STEEL TRUSS PANELS, EX. METAL BRACING, EX. JOIST, EX. UNFINISHED FLOOR TRUSS, EX. JOISTS, NOT TO BE SHOWN
  - 14 ALL JOIST PANELS, EX. 2" X 4" TRUSS WOOD
  - 15 IN ROOF, BUTTER AND JOIST/JOIST
  - 16 IN WOOD FRAMED INTERIOR WALLS 1' MINIMUM
  - 17 IN WALL
  - 18 REMOVE JOIST PANELS FOR EX. WALLS, EX. SHEATHING & FLOOR JOISTS FOR 1' IN GUT FOR TRUSS JOISTS
  - 19 ALL EXIST. CLOSET
  - 20 IN FLOOR JOISTS
  - 21 REMOVE AND REPLACE EX. TRUSS IN SLOTTED JOISTS

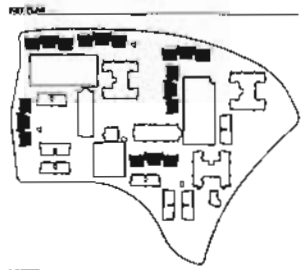


**GENERAL NOTES**

- A REMOVE AND REPLACE (R) ROOF WITH 2" THICK "WARRANTY GUARANTEE" ASPHALT/FLY ASH.
- B REMOVE AND REPLACE (R) EXISTING W/ FALLS ABOVE 1" W/ BITUMAST.
- C REPLACE ALL GUTS INCLUDING BUT NOT LIMITED TO: HOODS, FLASHINGS, W/ 1" FLASHING AND FLASHING. GUTS DROP THROUGH DOWNS, DOWNS BRACKETS AS NOTED. SEE PLAN.
- D REPLACE MECHANICAL AND PLUMBING PENETRATIONS THROUGH ROOF.
- E INSTALL ONE (1) INCH W/ 1" FLASHING ACCESSORY JOINTS ON GUTS FOR EVERY 10' OF GUT.
- F (1) MECHANICAL EQUIPMENT TO REMAIN ON ROOF. REMOVE FOUNDATION (1) REMOVE AND REPLACE EXISTING AND REPAIR AND TRIM. (2) REMOVE MECHANICAL EQUIPMENT AS NOTED. (3) REMOVE AND REPLACE FLASHING AND TRIM AS NOTED.
- G REMOVE AND REPLACE FLASHING AND TRIM AS NOTED. REMOVE AND REPLACE FLASHING AND TRIM AS NOTED.
- H REMOVE AND REPLACE FLASHING AND TRIM AS NOTED. REMOVE AND REPLACE FLASHING AND TRIM AS NOTED.
- I REMOVE AND REPLACE FLASHING AND TRIM AS NOTED. REMOVE AND REPLACE FLASHING AND TRIM AS NOTED.
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- W REMOVE AND REPLACE FLASHING AND TRIM AS NOTED. REMOVE AND REPLACE FLASHING AND TRIM AS NOTED.
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- Y REMOVE AND REPLACE FLASHING AND TRIM AS NOTED. REMOVE AND REPLACE FLASHING AND TRIM AS NOTED.
- Z REMOVE AND REPLACE FLASHING AND TRIM AS NOTED. REMOVE AND REPLACE FLASHING AND TRIM AS NOTED.



ROOF PLAN BUILDING 4  
12/1/10



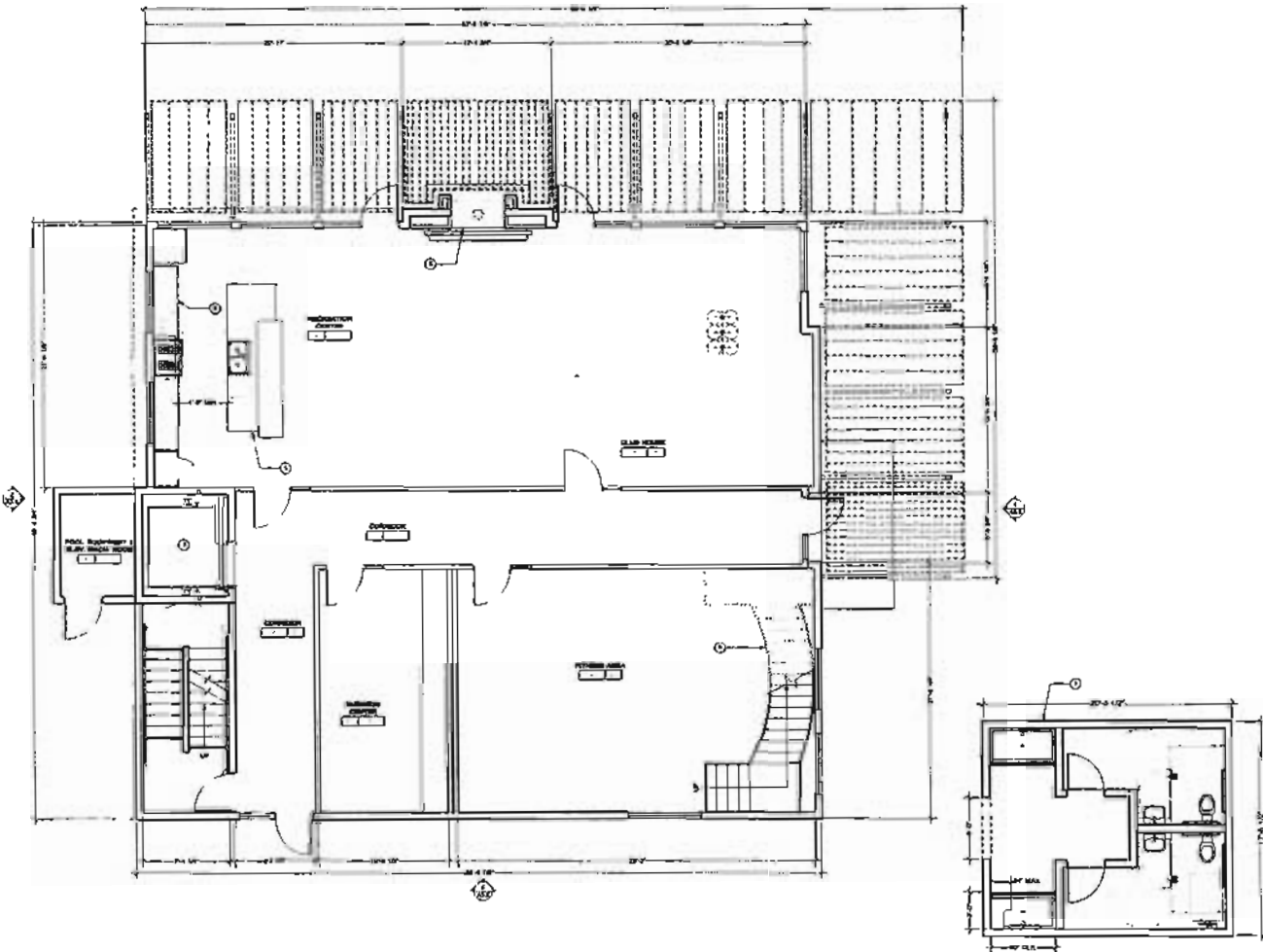
ROOF PLAN  
12/1/10

PROCESSED BY	REVISION
12/1/10	12/1/10
12/1/10	12/1/10
12/1/10	12/1/10
12/1/10	12/1/10
12/1/10	12/1/10

DATE	REVISION
12/1/10	12/1/10
12/1/10	12/1/10
12/1/10	12/1/10
12/1/10	12/1/10
12/1/10	12/1/10

**BUILDING 4: RENOVATED ROOF PLAN**

- SHIRT NOTES**
- NOTE: NOT ALL NOTES ARE CALLED ON EVERY SHEET
- ① HAN ANDERSON'S POOL, BATHROOM & SHOWERS
  - ② FINISHING - STEEL FRAMING
  - ③ LEADING LIGHTS/TRANSOM WINDOW/DOOR
  - ④ FIREPLACE
  - ⑤ FLOOR JOIST
  - ⑥ SLAB OF FINE AGG. CONCRETE
  - ⑦ LANDSCAPE FOR PORCHES
  - ⑧ 6" H. FLOOR, SEE 1206.2 - WALL
  - ⑨ FINISHES FLOOR PLAN
  - ⑩ DECORATIVE SLAB ABOVE



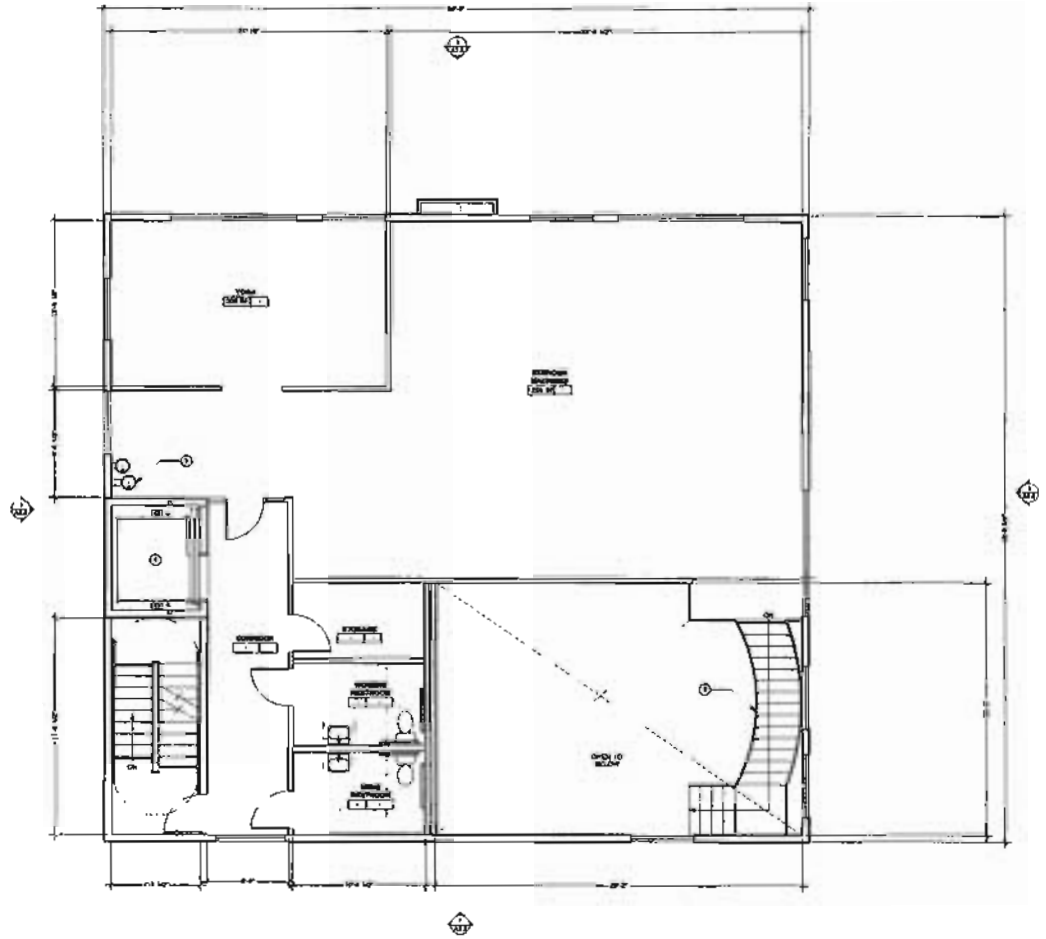
RECREATION CENTER FIRST FLOOR PLAN 1

PROJECT NO.	08-0010
DATE	08-08-08
ARCHITECT	BDE ARCHITECTS
ENGINEER	BRUNNEN
CONTRACTOR	BRUNNEN
OWNER	BRUNNEN

**RECREATION CENTER PLANS**

DATE	08-08-08
BY	BRUNNEN
SCALE	AS SHOWN
PROJECT NO.	08-0010

- KEY NOTES**  
NOTE: NOT ALL NOTES APPEAR ON EVERY SHEET
- 1. ALL RISERS/POLE POSITION & BRIMMING
  - 2. DESIGNER'S PICK: STAIRS
  - 3. LENGTHY LIGHT CHANNEL REVISION/DOOR
  - 4. PRELIM
  - 5. ELEVATOR
  - 6. ISLAND BY BVE AND SUBMITTALS
  - 7. UNRECORDED/RECORDED
  - 8. STAIR TALLER, SEE CHANG. 10000
  - 9. DRAWING POSITION
  - 10. DECORATIVE BRASS HANG



RECREATION CENTER SECOND FLOOR PLAN 1

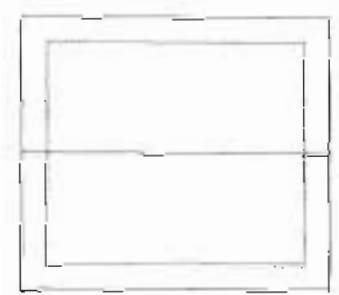
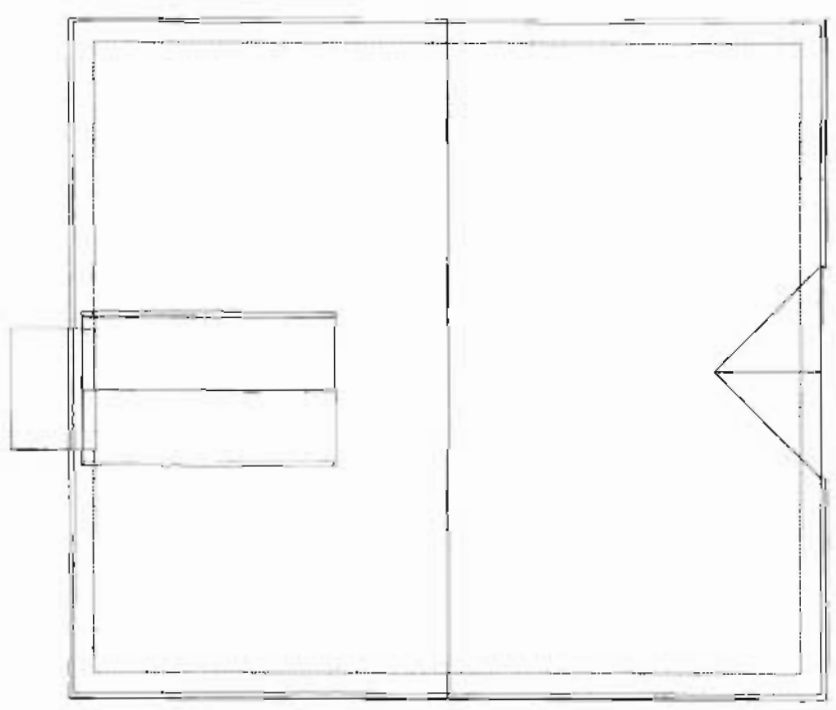
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3	03/10/10	ISSUED FOR PERMITS
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9	09/10/10	ISSUED FOR PERMITS
10	10/10/10	ISSUED FOR PERMITS
11	11/10/10	ISSUED FOR PERMITS
12	12/10/10	ISSUED FOR PERMITS

RECREATION CENTER PLANS

DATE: 01/15/10  
BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]



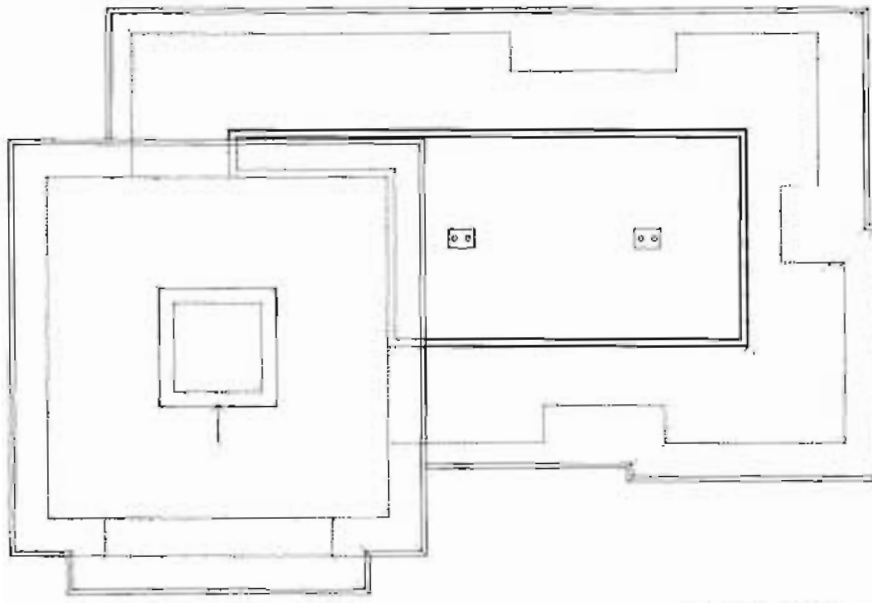
- KEY NOTES**
- 1. REFER TO ALL NOTES ASSOCIATED WITH THIS SHEET
  - 2. NEW ACCESSIBLE POOL, SEE TRUSS & STRUCTURE
  - 3. TRUSS RIGID FRAME, 1 LEVEL
  - 4. EXISTING AND NEW WALLS, WINDOWS/DOORS
  - 5. MECHANICAL
  - 6. ELEVATOR
  - 7. WALKWAY, BRIDGE AND RAMPWAY
  - 8. MECHANICAL ROOM
  - 9. EXISTING TRUSS AND TRUSS TRUSS
  - 10. EXISTING TRUSS
  - 11. EXISTING TRUSS



RECREATION CENTER ROOF PLAN 1

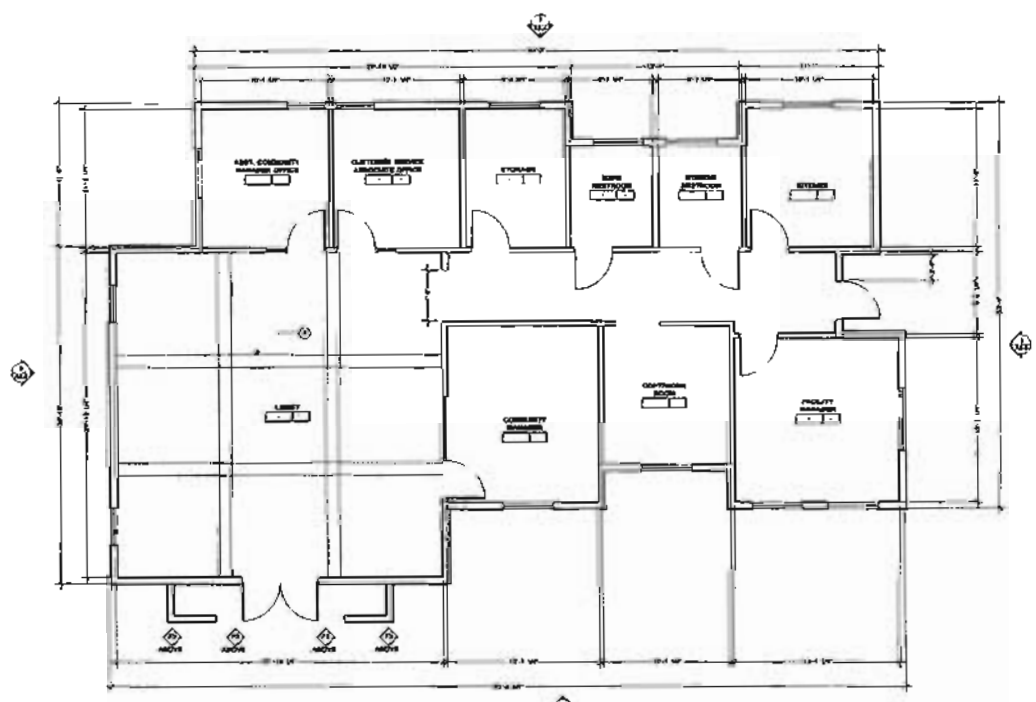


Project No.	100000000
Sheet No.	100000000
Date	10/10/00
Scale	1/8" = 1'-0"
Author	J. Smith
Checker	J. Smith
Designer	J. Smith
Project Manager	J. Smith



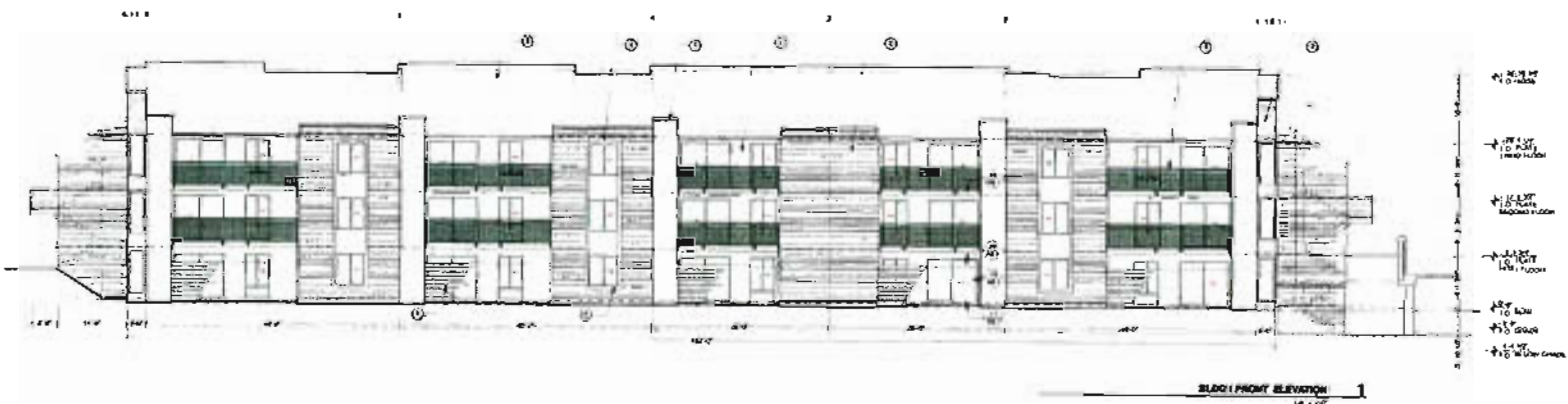
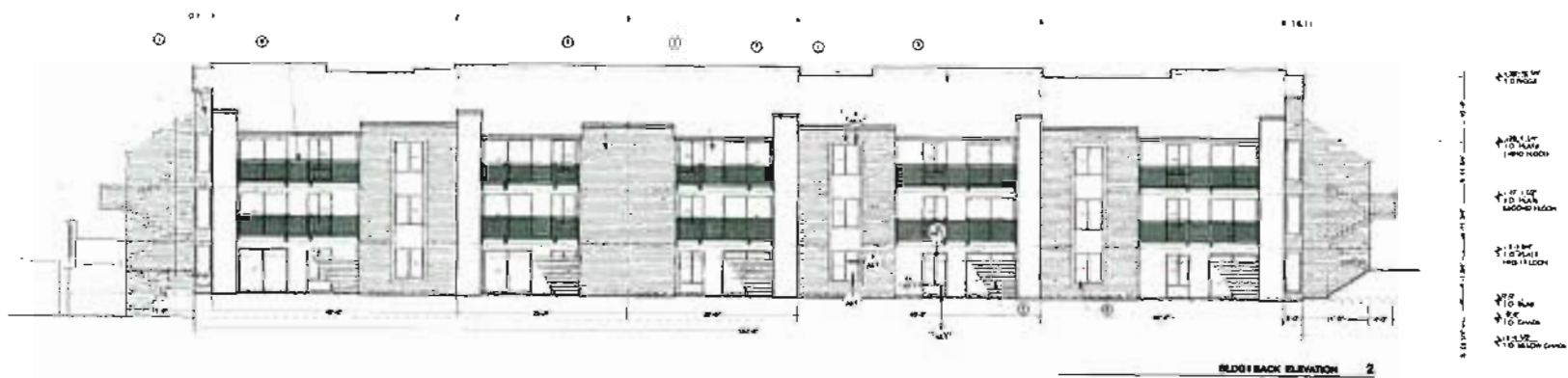
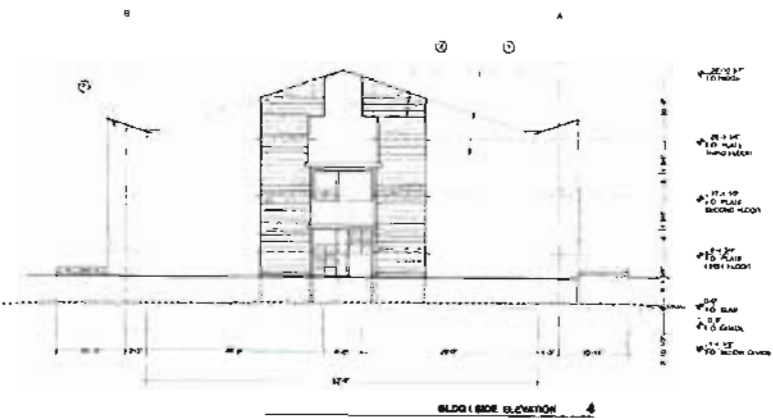
LEASING OFFICE ROOF PLAN 2

- GENERAL NOTES:**  
 1. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE  
 2. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE  
 3. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE  
 4. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE  
 5. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE  
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 7. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE  
 8. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE  
 9. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE



LEASING OFFICE FLOOR PLAN 1

NO.	DATE	DESCRIPTION
1	08/08/16	ISSUED FOR PERMIT
2	08/08/16	ISSUED FOR PERMIT
3	08/08/16	ISSUED FOR PERMIT
4	08/08/16	ISSUED FOR PERMIT



**GENERAL NOTES**

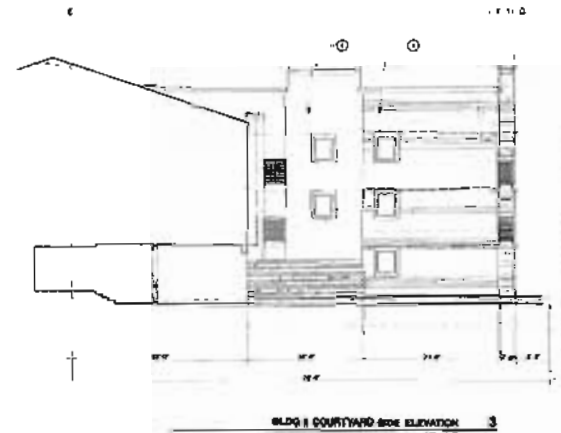
- 1. ALL EXTENSIONS FROM TO BE GRABED FROM, RISE TO FINISH FLOOR
- 2. RELATIVE PLACEMENT & MATERIALS COMPATIBLE AS NOTED & SHOWN IN FIRST ELEVATION DRAWING
- 3. ELEVATION SLOPE

PROVIDE ALL DETAILS AND LEGS ON SHOWN SHEET

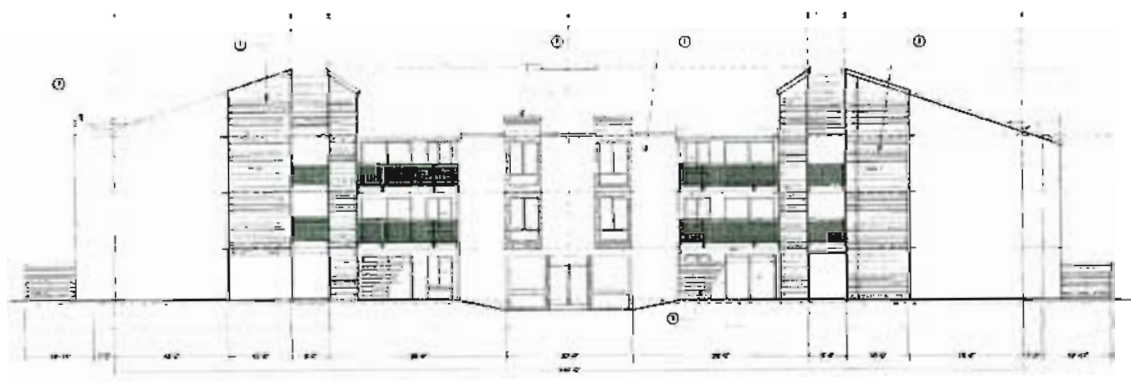
- 1. EXISTING CONCRETE FOUNDATION, FINISH FLOOR
- 2. EXISTING CONCRETE FOUNDATION, FINISH FLOOR
- 3. EXISTING CONCRETE FOUNDATION, FINISH FLOOR
- 4. EXISTING CONCRETE FOUNDATION, FINISH FLOOR
- 5. EXISTING CONCRETE FOUNDATION, FINISH FLOOR
- 6. EXISTING CONCRETE FOUNDATION, FINISH FLOOR
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- 10. EXISTING CONCRETE FOUNDATION, FINISH FLOOR
- 11. EXISTING CONCRETE FOUNDATION, FINISH FLOOR
- 12. EXISTING CONCRETE FOUNDATION, FINISH FLOOR
- 13. EXISTING CONCRETE FOUNDATION, FINISH FLOOR
- 14. EXISTING CONCRETE FOUNDATION, FINISH FLOOR
- 15. EXISTING CONCRETE FOUNDATION, FINISH FLOOR



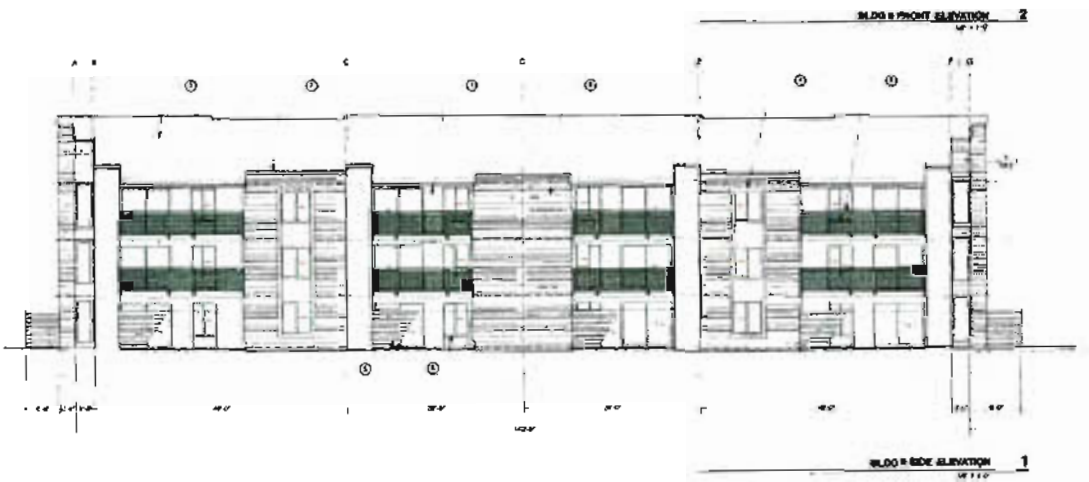
BLDG 1 BACK ELEVATION 4



BLDG 1 COURTYARD SIDE ELEVATION 3

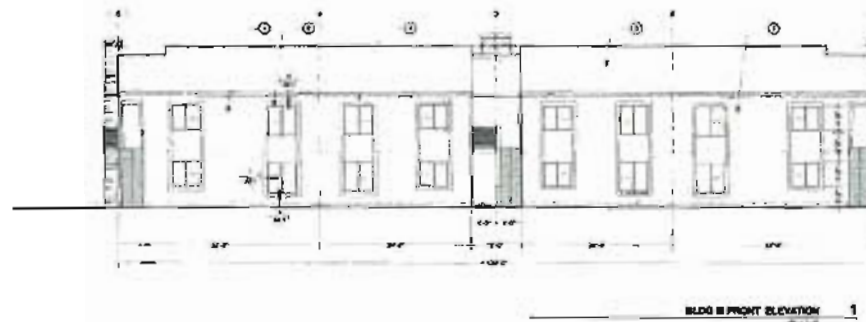
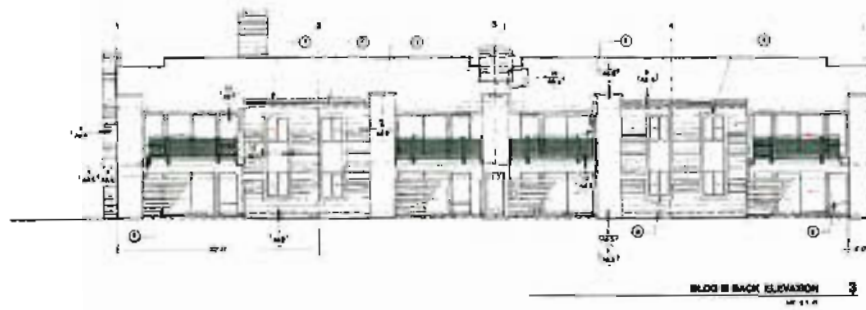
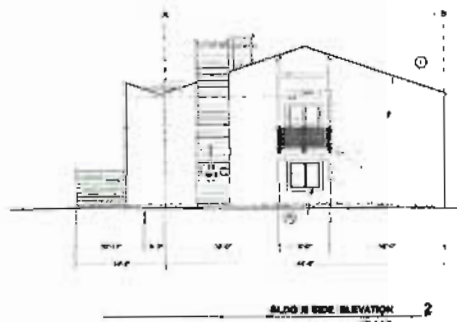
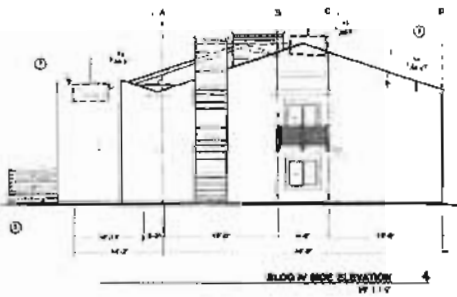
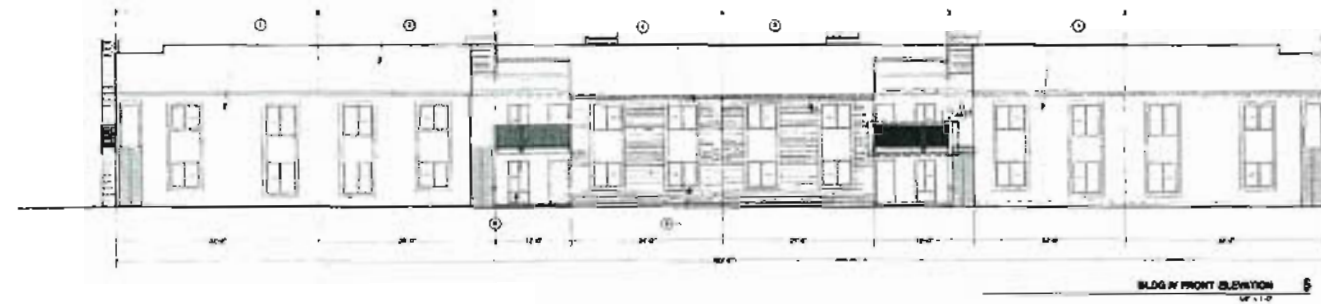
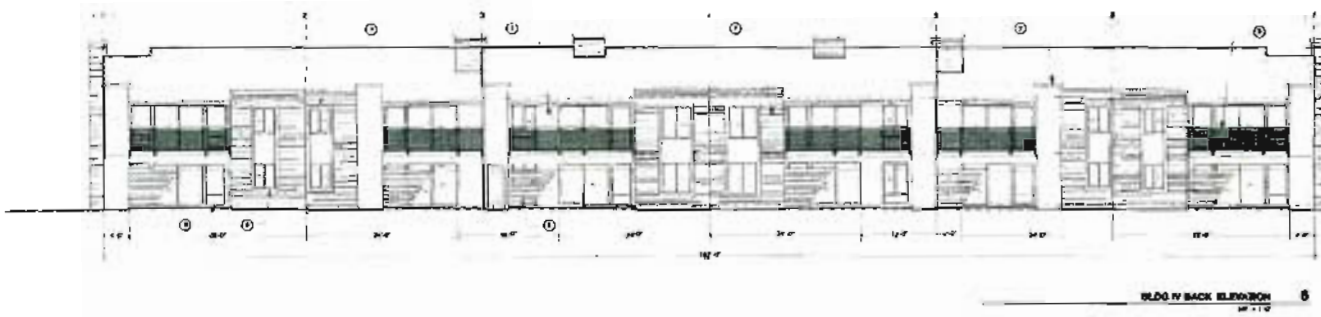


BLDG 1 FRONT ELEVATION 2



BLDG 1 SIDE ELEVATION 1

- GENERAL NOTES**
1. ALL ELEVATIONS SHALL BE DRAWN TO SCALE UNLESS OTHERWISE NOTED.
  2. MATERIALS AND FINISHES SHALL BE AS SHOWN ON THE GENERAL NOTES SHEET.
  3. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
  4. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
  5. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
  6. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
  7. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
  8. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
  9. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
  10. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.



- GENERAL NOTES**
1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE TO FACE UNLESS NOTED OTHERWISE.
  2. FINISHES SHALL BE AS SHOWN OR AS NOTED ON THE DRAWINGS.
- GENERAL NOTES**
1. SEE SOFT PLAN FOR WINDOW PLACEMENT.
  2. FINISHES SHALL BE AS SHOWN OR AS NOTED ON THE DRAWINGS.
  3. SEE SOFT PLAN FOR WINDOW PLACEMENT.
  4. SEE SOFT PLAN FOR WINDOW PLACEMENT.
  5. SEE SOFT PLAN FOR WINDOW PLACEMENT.
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  17. SEE SOFT PLAN FOR WINDOW PLACEMENT.
  18. SEE SOFT PLAN FOR WINDOW PLACEMENT.
  19. SEE SOFT PLAN FOR WINDOW PLACEMENT.
  20. SEE SOFT PLAN FOR WINDOW PLACEMENT.

PROPOSED BY	BDE
DESIGNED BY	BDE
PREPARED BY	BDE
DATE	11/11/11





①  
②

BUILDING 11 EXISTING ELEVATION 4



BUILDING 8 EXISTING ELEVATION 2



EXISTING RECREATION CENTER & LEASING OFFICE 3



NOTE: BUILDING 1 FURNISH HAS PLAY ELEMENTS TO EXISTING FURNISHING ABOVE



BUILDING 2 EXISTING ELEVATION 1

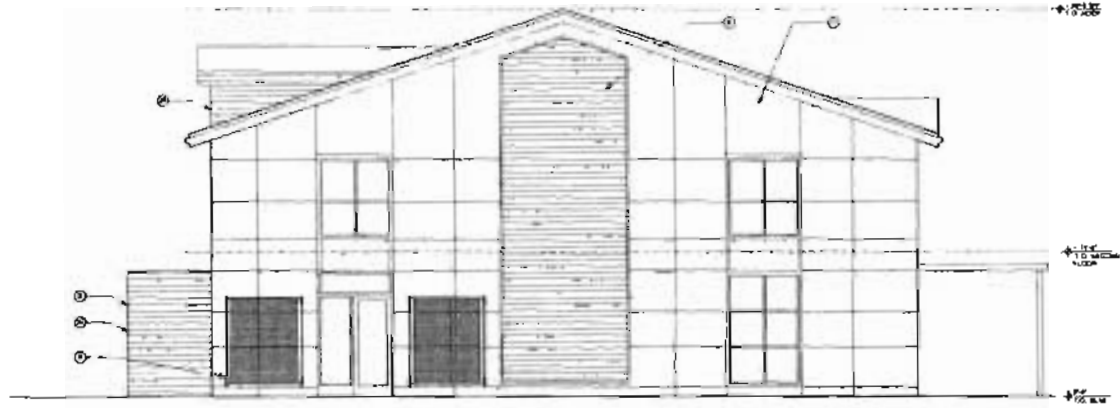
- KEY**
- ① PLASTER
  - ② BRICK
  - ③ STAIN, FINISH FLOOR
  - ④ FLOOR SLAB RAISE

PROJECT NO.	DATE
PROJECT NO. 1	10/20/10
PROJECT NO. 2	10/20/10
PROJECT NO. 3	10/20/10
PROJECT NO. 4	10/20/10
PROJECT NO. 5	10/20/10
PROJECT NO. 6	10/20/10
PROJECT NO. 7	10/20/10
PROJECT NO. 8	10/20/10
PROJECT NO. 9	10/20/10
PROJECT NO. 10	10/20/10

**NOTE NOTES**

NOTE NOT ALL NOTES ARE LISTED ON EVERY SHEET

- 1 SOFT COAT PLASTER, BRICKTILE, PLASTER FINISH
- 2 CONCRETE OR Gypsum FIBER BOARD W/ Gypsum FINISH OVER FINISH
- 3 1/2" X 1/2" PLASTER BOARD
- 4 1/2" X 1/2" PLASTER BOARD
- 5 1/2" X 1/2" PLASTER BOARD
- 6 1/2" X 1/2" PLASTER BOARD
- 7 1/2" X 1/2" PLASTER BOARD
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- 100 1/2" X 1/2" PLASTER BOARD



**SOUTH ELEVATION 2**



**NORTH ELEVATION 1**

NO.	DESCRIPTION	DATE
1	PROPOSED	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

RECREATION CENTER ELEVATIONS

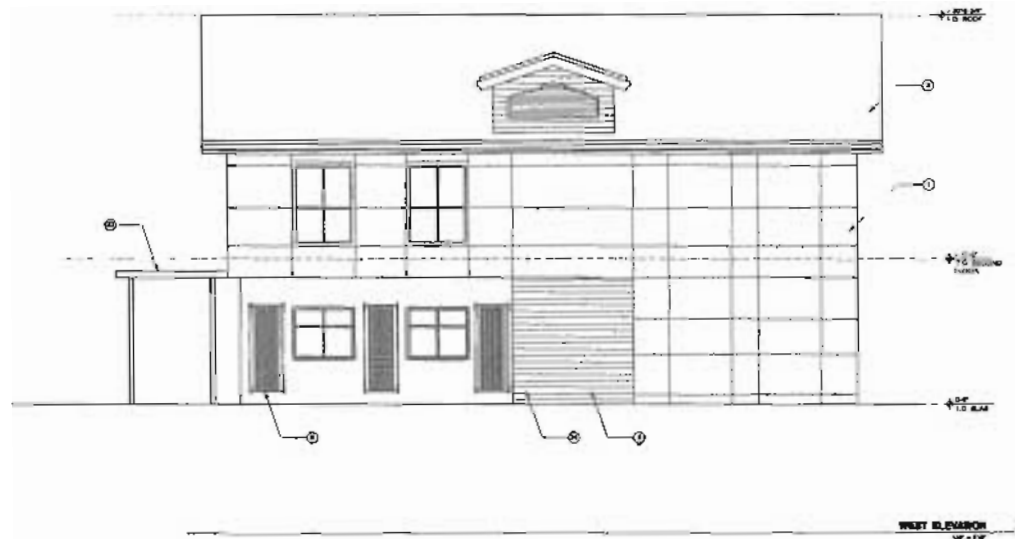
NO.	DESCRIPTION	DATE
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2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

PROJECT NO.	10000000
PLANNING	10/20/00
PERMITTING	10/20/00
PLANNING	10/20/00
PERMITTING	10/20/00
PLANNING	10/20/00
PERMITTING	10/20/00

RECREATION CENTER  
ELEVATIONS

DATE: 10/20/00  
DRAWN BY: [Name]  
CHECKED BY: [Name]

- DO NOT WRITE AREAS ON EVERY SHEET**
1. 5/8" GYPSUM PLASTER, BRICK, PLASTER FINISH
  2. 1/2" CONCRETE SLAB ON GRADE WITH REINFORCED CONCRETE
  3. 1/2" 30 YEAR AIRMAINTAINABLE ROOFING
  4. PLASTER COATED FORM 1/2"
  5. 1/2" 30 YEAR AIRMAINTAINABLE ROOFING
  6. 1/2" 30 YEAR AIRMAINTAINABLE ROOFING
  7. 1/2" 30 YEAR AIRMAINTAINABLE ROOFING
  8. 1/2" 30 YEAR AIRMAINTAINABLE ROOFING
  9. 1/2" 30 YEAR AIRMAINTAINABLE ROOFING
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  50. 1/2" 30 YEAR AIRMAINTAINABLE ROOFING



WEST ELEVATION 2



EAST ELEVATION 1



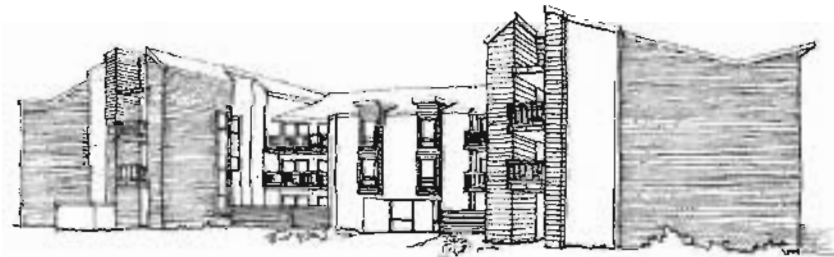




BUILDING 1V



BUILDING 2



BUILDING 3

BUILDING PERSPECTIVES 1

Task	Date
Conceptual Design	04/20/02
Pre-design	04/20/02
Design Development	04/20/02
Construction Administration	04/20/02



BUILDING IV - COLOR SCHEME I 5



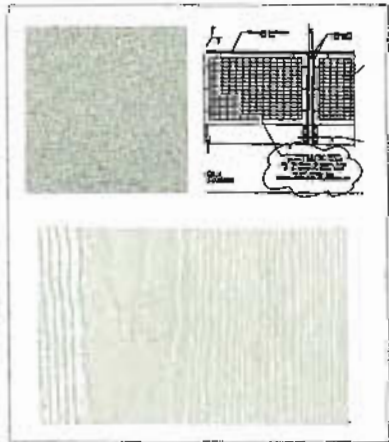
BUILDING IV - COLOR SCHEME II 4



BUILDING II - COLOR SCHEME I 3



BUILDING II - COLOR SCHEME II 2



COLOR PALETTE - COLOR SCHEME I

COLOR PALETTE - COLOR SCHEME II

FROM: CERRITOS BEING, STAVRO, BRYAN, HALLING  
 FILE: ALL COLOR PALETTE FOR SHARON GREEN

COLOR PALETTE AND MATERIALS 1

PROJECT NO.	10000000
CLIENT	SHARON GREEN
ARCHITECT	BDE ARCHITECTURE
DATE	08/20/10
SCALE	AS SHOWN

**MATERIAL AND COLOR PALETTE**

DATE	08/20/10
SCALE	AS SHOWN
PROJECT NO.	10000000
CLIENT	SHARON GREEN
ARCHITECT	BDE ARCHITECTURE

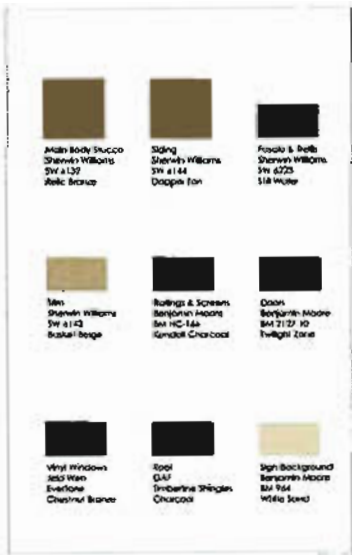




LEARNING OFFICE COLOR PALETTE 4



LEARNING OFFICE 3



RECREATION CENTER COLOR PALETTE 2



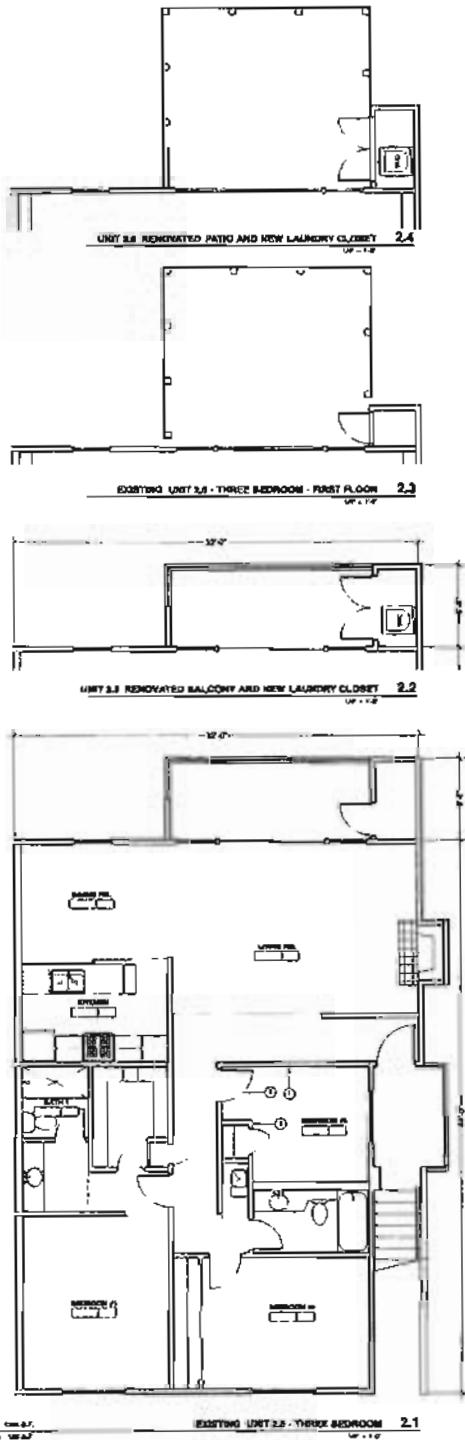
RECREATION CENTER 1

Architect	BDE
Architectural Firm	BDE
Architectural Firm	BDE
Architectural Firm	BDE
Architectural Firm	BDE
Architectural Firm	BDE

MATERIAL AND COLOR PALETTE

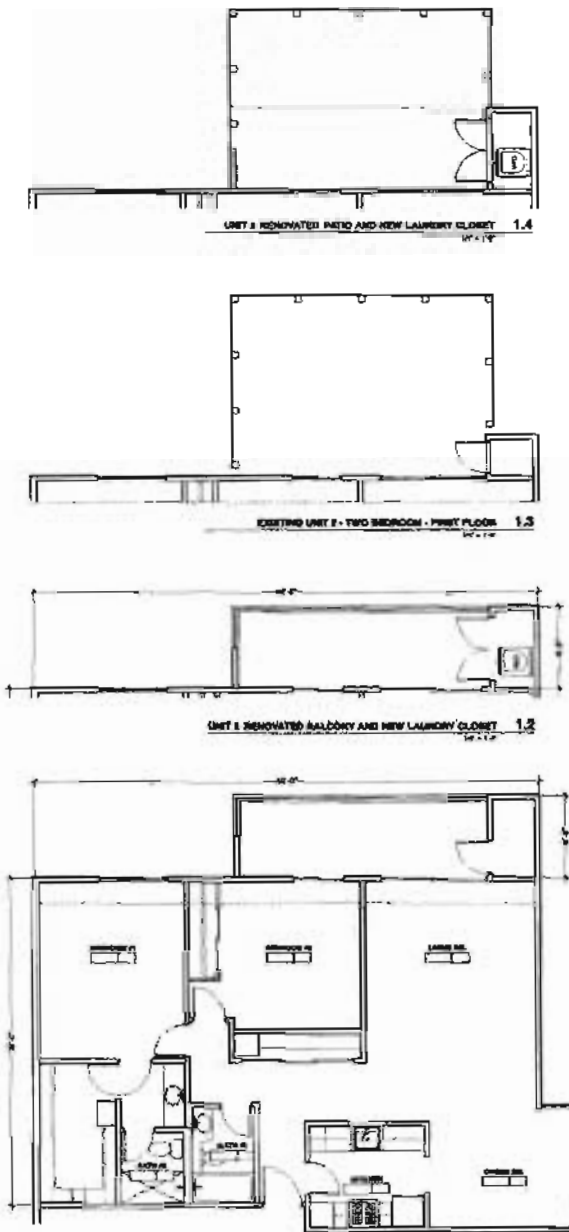
Architect	BDE
Architectural Firm	BDE
Architectural Firm	BDE
Architectural Firm	BDE





UNIT AREA: 138 SQ. FT.  
GROSS AREA: 158 SQ. FT.

EXISTING UNIT 2.1 - THREE BEDROOM 2.1  
UP 112'



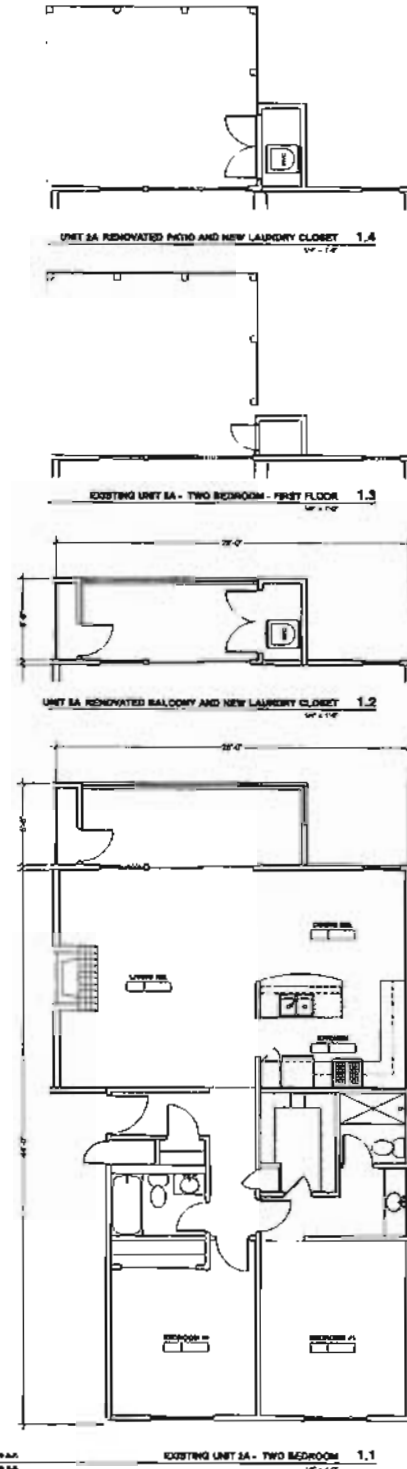
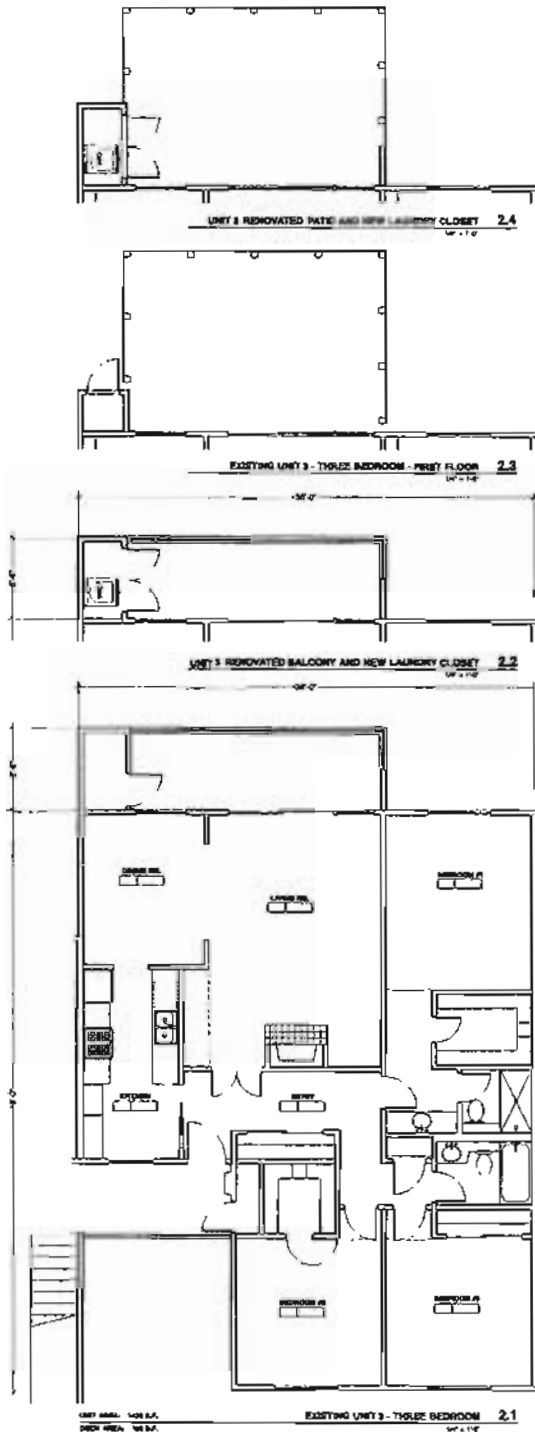
UNIT AREA: 138 SQ. FT.  
GROSS AREA: 158 SQ. FT.

EXISTING UNIT 1 - TWO BEDROOM 1.1  
UP 112'

- GENERAL NOTES**
- REMOVE AND REPLACE (R&R) ITEMS LISTED BELOW PER THE TRADE SCHEDULE ON SHEET 0.01.
  - ARCHIVE:
    - CABINETS
    - COUNTERTOPS
    - DISPOSAL
    - STOVE/RANGE
  - BATHROOM:
    - TUB/SHOWER
    - TOILET
    - SEWER CAMES
    - SHOWER/STOVE
    - SHOWER PAN
    - SHOWER CURTAIN
    - SHOWER GLASS
    - SHOWER TRAY
    - SHOWER WALL
    - SHOWER CONTROL
  - TRUCKLOADS UNIT:
    - BATHROOM
    - KITCHEN
    - CLOSET
    - SHOWER AND TUB
    - SHOWER GLASS
    - SHOWER WALL
    - SHOWER TRAY
    - SHOWER CONTROL
    - SHOWER CURTAIN
    - SHOWER GLASS
    - SHOWER TRAY
    - SHOWER WALL
    - SHOWER CONTROL
    - SHOWER CURTAIN
  - REMOVE ALL COUNTERTOP R&R MATERIAL AND REPLACE AS SPECIFIED ON SHEET 0.01, PER TRADE.
  - REMOVE SHOWER TUBS.
  - REMOVE WALL HEATER AND FLOOR WALL.
  - PROVIDE WALK-IN CLOSET AT 6'x11' DOORS.
  - DO NOT THROUGHOUT UNIT.
  - REMOVE AND REPLACE (R&R) ALUMINUM CLASH DOOR.
  - REMOVE AND REPLACE (R&R) WINDOW.
  - REMOVE AND REPLACE (R&R) DRUG BLENDED AND TRAFFIC CONTROL.
  - REMOVE AND REPLACE (R&R) IN DR. HALLWAY AND HALL.
  - PROVIDE DOOR AND PROVIDE PER UNIT AS IN EXISTING LAUNDRY CLOSET.
  - PROVIDE DOOR AND PROVIDE PER UNIT AS IN EXISTING LAUNDRY CLOSET.
  - REMOVE CLOSET AND PROVIDE AS PER UNIT AS SPECIFIED BY TRADE.
- GENERAL NOTES**
- REMOVE (R&R) DOUBLE DOOR AND REPLACE WALL PER ALL DR. ENTRY DOOR.
  - REMOVE (R&R) WALL HEATER CLOSET. REMOVE SHOWER AND WALL DOOR. REMOVE (R&R) ALUMINUM DOOR AND REPLACE (R&R) DOOR.

DATE	DESCRIPTION
01/11/2024	REVISED
01/11/2024	REVISED
01/11/2024	REVISED
01/11/2024	REVISED

EXISTING AND RENOVATED UNIT PLANS



- GENERAL NOTES**
- REMOVE AND REPLACE STAIRS (LEFT) NOTING PLAN FOR FLOOR AREA (SEE SHEET 1.1-1.3)
  - KITCHEN:**
    - COUNTERTOPS
    - BACKSPLASH
    - APPLIANCES
  - BATHROOMS:**
    - SHOWER
    - SHOWER CURTAIN
    - COUNTERTOP
    - CASES TO
    - GLASS (SHOWER ENCLOSURE)
    - FLOORING
    - WALLS
    - WATER SUPPLY
  - THROUGHOUT UNIT:**
    - WALLPAPERING
    - DOOR FINISHES
    - CLOSET FINISHES AND FLOOR
    - ENTRY DOOR
    - FRONT DOOR
    - FLOORING (SEE SHEET 1.1-1.3)
    - WALLS AND CEILING
    - CEILING LIGHT FIXTURES
    - CEILING LIGHT BALLASTS
    - CEILING LIGHT FIXTURES
  - REMOVE ALL COULMETERS IN PERIMETER AND REPLACE W/ LEFT AND RIGHT COULMETERS PER WALLS
  - REMOVE FINISHES PER PLAN
  - REMOVE WALL BRACKETS AND PATCH WALL
  - PROVIDE FINISHES/STAIRING AT ENTRY DOOR
  - RE-FINISH THROUGHOUT UNIT
  - REMOVE AND REPLACE (2) SLIDING GLASS DOOR
  - REMOVE AND REPLACE (2) WINDOW
  - REMOVE AND REPLACE (2) DOOR BRACKETS AND FINISH STAIRING
  - REMOVE AND REPLACE (2) DOOR BRACKETS AND PATCH WALLS
  - PROVIDE 2X WALLS AND FINISHES PER UNIT 3.1 & 3.2 AT ENTRY LAUNDRY CLOSET
  - PROVIDE (2) DOUBLED DOOR IN LOUNGE AT DECK AT ENTRY LAUNDRY CLOSET
  - REMOVE KITCHEN AND PROVIDE (2) WALLS AS NOTED ON PLAN

- DECK NOTES**
- REMOVE (2) DOUBLE DOORS AND REPLACE WITH (2) WALLS AS NOTED ON PLAN
  - INSTALL (2) DOUBLED DOOR
  - REMOVE (2) WALLS AT ENTRY LAUNDRY CLOSET PER PLAN AND PATCH WALLS AS NOTED ON PLAN

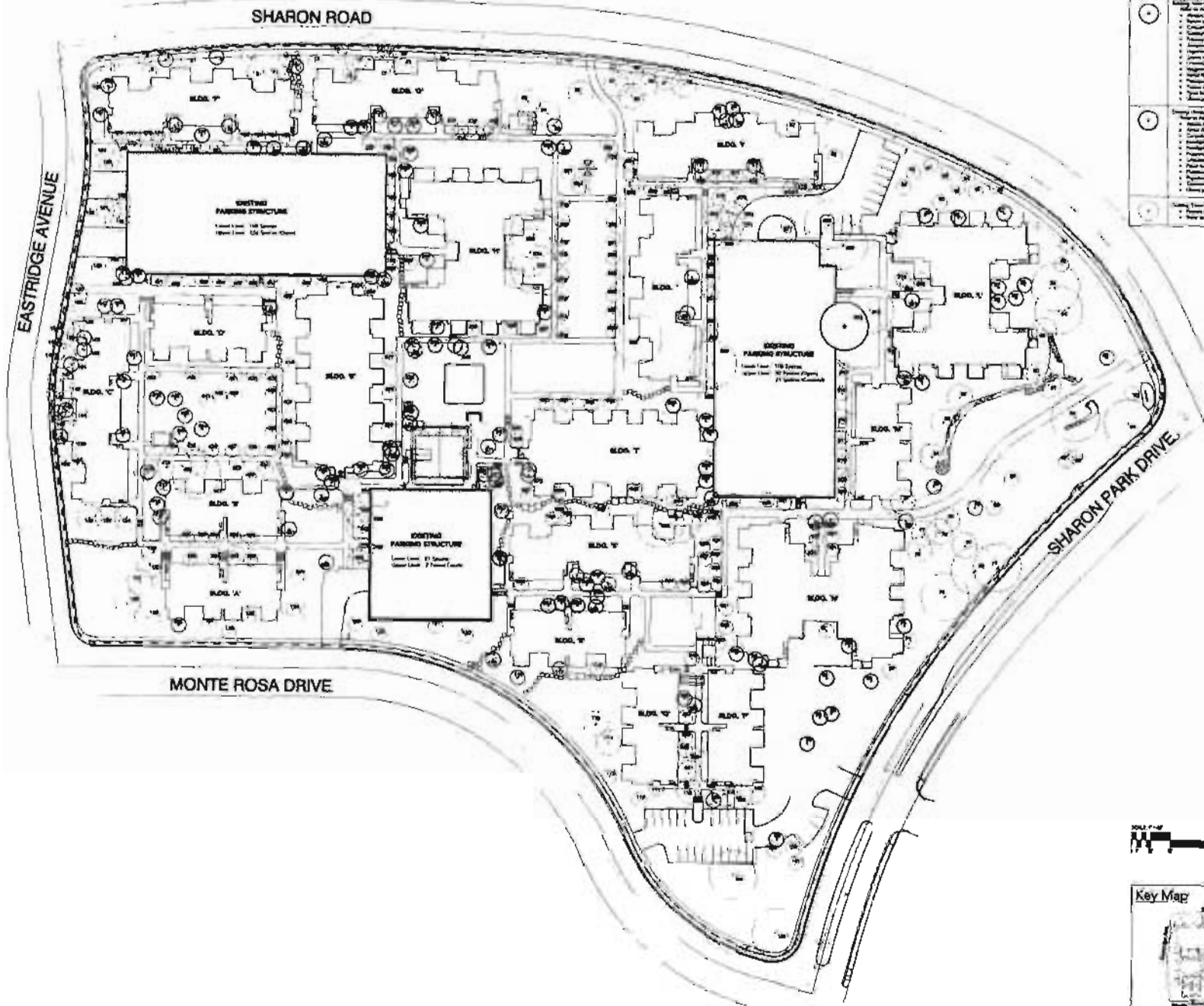
NO.	DESCRIPTION	DATE
1	PROPOSED SET	08/14/10
2	REVISED SET	08/14/10
3	REVISED SET	08/14/10
4	REVISED SET	08/14/10
5	REVISED SET	08/14/10

**EXISTING AND RENOVATED UNIT PLANS**

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

DATE: 08/14/10

BY: [Signature]



**DEMOLITION SCHEDULE:**

**TREES**

Symbol	Description	Quantity
(Symbol 1)	Remove All Existing Trees	
(Symbol 2)	Remove All Existing Trees	
(Symbol 3)	Remove All Existing Trees	
(Symbol 4)	Remove All Existing Trees	
(Symbol 5)	Remove All Existing Trees	
(Symbol 6)	Remove All Existing Trees	
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(Symbol 9)	Remove All Existing Trees	
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(Symbol 49)	Remove All Existing Trees	
(Symbol 50)	Remove All Existing Trees	





**TREE INVENTORY:**

Tree #	Botanical Name	Common Name
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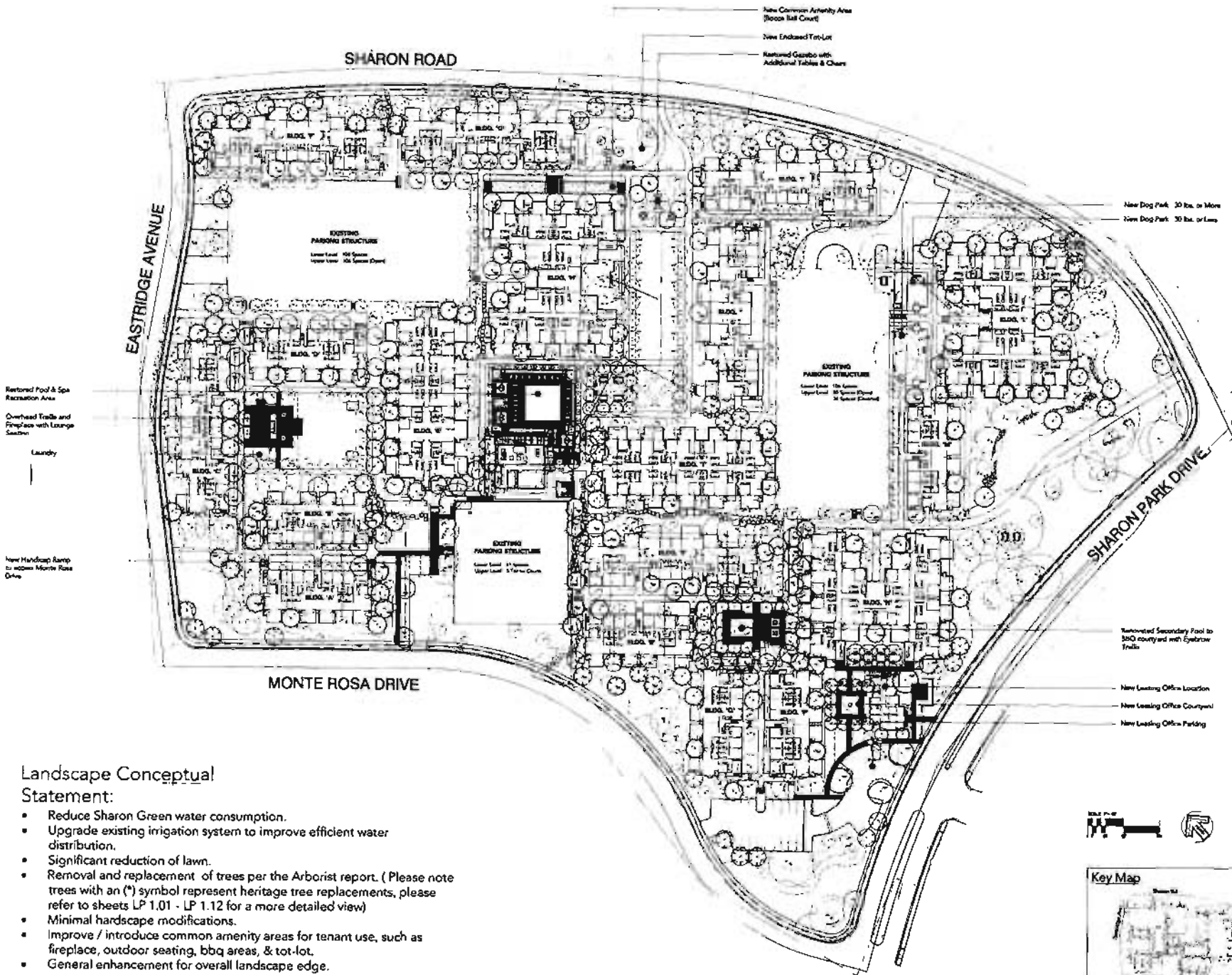
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**Landscape Conceptual Statement:**

- Reduce Sharon Green water consumption.
- Upgrade existing irrigation system to improve efficient water distribution.
- Significant reduction of lawn.
- Removal and replacement of trees per the Arborist report. (Please note trees with an (\*) symbol represent heritage tree replacements, please refer to sheets LP 1.01 - LP 1.12 for a more detailed view)
- Minimal hardscape modifications.
- Improve / introduce common amenity areas for tenant use, such as fireplace, outdoor seating, bbq areas, & tot-lot.
- General enhancement for overall landscape edge.

PROPOSED	EXISTING
PROPOSED	EXISTING
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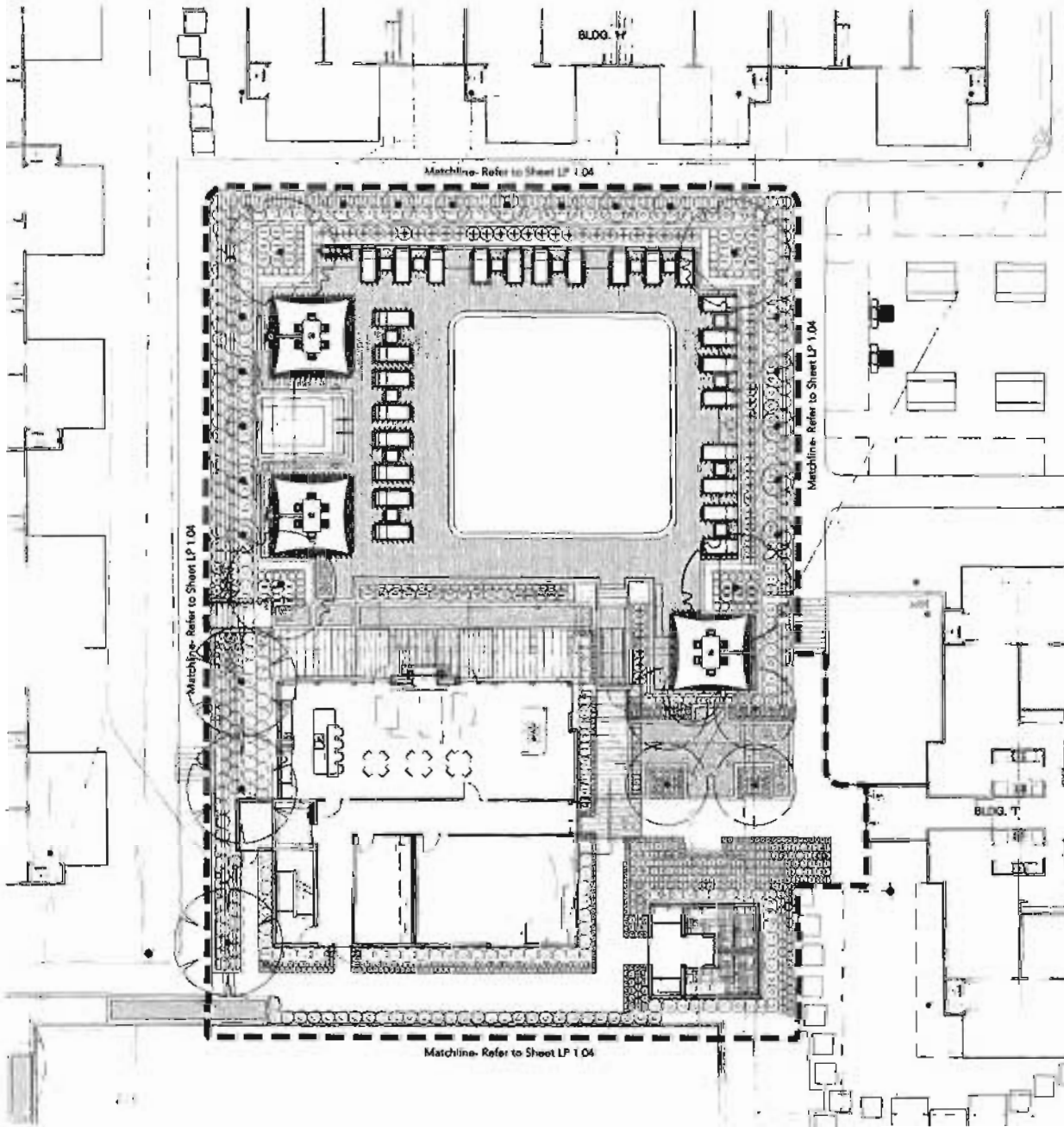












PLANTING SCHEDULE:

Symbol	Botanical Name	Size / Spacing	QTY	DETAIL
	Syringa vulgaris - Queen Anne's Lace	4' x 6' @ 12' x 12'	10	12/1P/204
	Prunella vulgaris - Blackberry	3' x 4' @ 12' x 12'	10	12/1P/204
	Salvia officinalis - Sage	3' x 4' @ 12' x 12'	10	12/1P/204
	Salvia rosmarinifolia - Rosemary	3' x 4' @ 12' x 12'	10	12/1P/204
	Salvia leucoloba - White Sage	3' x 4' @ 12' x 12'	10	12/1P/204
	Salvia nemorosa - Meadow Sage	3' x 4' @ 12' x 12'	10	12/1P/204
	Salvia sylvestris - Wood Sage	3' x 4' @ 12' x 12'	10	12/1P/204
	Salvia purpurea - Purple Sage	3' x 4' @ 12' x 12'	10	12/1P/204
	Salvia arvensis - Field Sage	3' x 4' @ 12' x 12'	10	12/1P/204
	Salvia pratensis - Meadow Sage	3' x 4' @ 12' x 12'	10	12/1P/204
	Salvia sclabifolia - Garden Sage	3' x 4' @ 12' x 12'	10	12/1P/204
	Salvia holzneri - Blue Sage	3' x 4' @ 12' x 12'	10	12/1P/204
	Salvia verbenaca - Verbena Sage	3' x 4' @ 12' x 12'	10	12/1P/204
	Salvia nemorosa - Meadow Sage	3' x 4' @ 12' x 12'	10	12/1P/204
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	Salvia nemorosa - Meadow Sage	3' x 4' @ 12' x 12'	10	12/1P/204
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	Salvia nemorosa - Meadow Sage	3' x 4' @ 12' x 12'	10	12/1P/204

PLANTING SCHEDULE:

Symbol	Botanical Name	Size / Spacing	QTY	DETAIL
	Salvia nemorosa - Meadow Sage	3' x 4' @ 12' x 12'	10	12/1P/204
	Salvia nemorosa - Meadow Sage	3' x 4' @ 12' x 12'	10	12/1P/204
	Salvia nemorosa - Meadow Sage	3' x 4' @ 12' x 12'	10	12/1P/204
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	Salvia nemorosa - Meadow Sage	3' x 4' @ 12' x 12'	10	12/1P/204
	Salvia nemorosa - Meadow Sage	3' x 4' @ 12' x 12'	10	12/1P/204
	Salvia nemorosa - Meadow Sage	3' x 4' @ 12' x 12'	10	12/1P/204
	Salvia nemorosa - Meadow Sage	3' x 4' @ 12' x 12'	10	12/1P/204
	Salvia nemorosa - Meadow Sage	3' x 4' @ 12' x 12'	10	12/1P/204
	Salvia nemorosa - Meadow Sage	3' x 4' @ 12' x 12'	10	12/1P/204

PAVING AND GRASS COVER

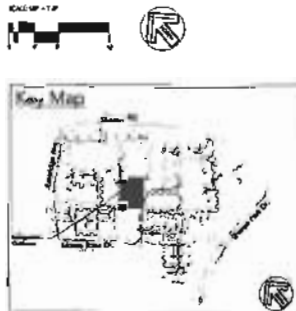
Symbol	Botanical Name	Size / Spacing	QTY	DETAIL
	Grass	6' x 6'	1	12/1P/204
	Grass	6' x 6'	1	12/1P/204
	Grass	6' x 6'	1	12/1P/204



Silverwood  
landscape

SHARDON GREEN APTS.  
390 SHARDON PARK DRIVE  
MENLO PARK, CALIFORNIA

Planting Schedule	10/11/2011
Planting Schedule	10/11/2011
Planting Schedule	10/11/2011
Planting Schedule	10/11/2011
Planting Schedule	10/11/2011



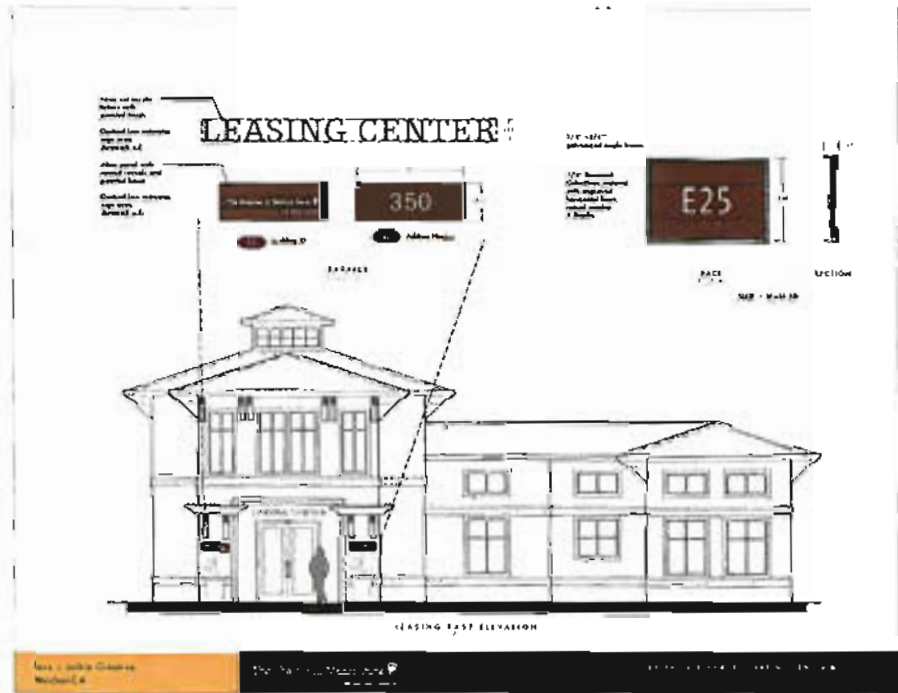
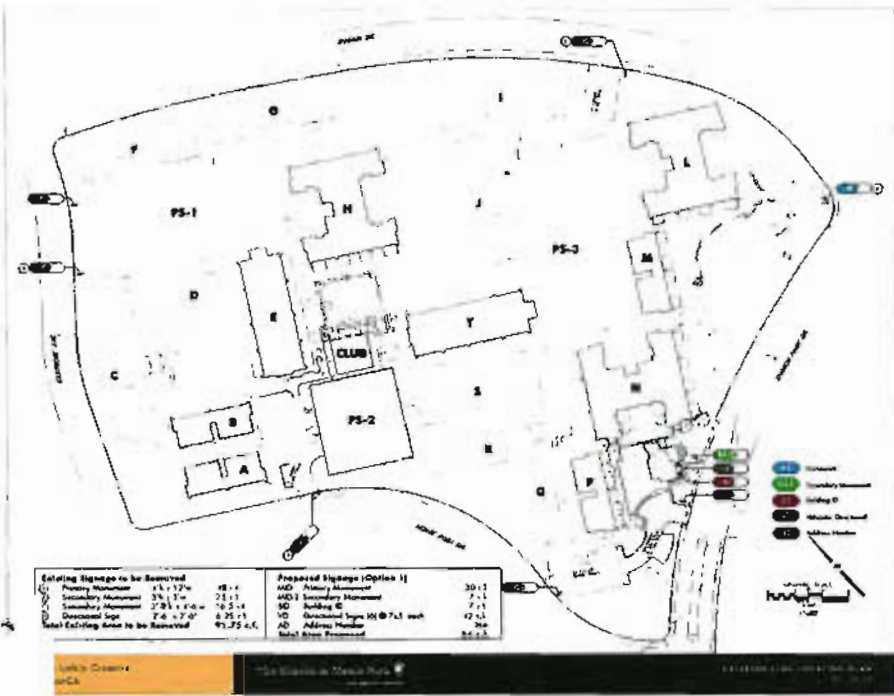
Planting Plan -  
Enlargement











# Sharon Green Rec Center Pool

**Shade Study – Existing Conditions**

**January 2014**





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**3:00 PM**





POOL RULES  
NO LIFE GUARD ON DUTY  
NO DIVING ALLOWED  
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**POOL RULES**  
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**4:00 PM**



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EDWARD G. DETMER, A.I.A. ARCHITECT  
JONATHAN ENNIS, A.I.A. ARCHITECT

465 CALIFORNIA STREET  
SUITE 1200  
SAN FRANCISCO, CA 94104  
Phone: (415) 677-0966  
FAX : (415) 677-0964

## Project Description Updated February 4, 2014

BRE's Sharon Green Apartments is an existing multi-family project in Menlo Park that is comprised of seventeen (17) two and three-story buildings on a 15 acre site. The renovations being proposed are intended to update and preserve our community by modernizing the residential buildings, landscaping and community open space. Our proposal also includes the construction of a new 2,069 square foot leasing office and replacement of our clubhouse and fitness center.

The new Leasing Office will create a welcoming gesture to future residents, while the new community amenities provide a modern clubhouse/fitness center and a variety of redesigned outdoor spaces for residents to enjoy. Updating the exterior building materials and landscaping improves the aesthetics of our property, while other improvements, such as the addition of fire sprinklers, laundry rooms and new windows, improve the safety and quality of the apartments. Minor renovations and repairs have occurred over the past 40 years, but the proposed project is intended to provide a comprehensive upgrade necessary to extend the life of the community.

We understand that any change to the Sharon Green Apartments can be seen as a disruption to current residents and a real concern for the surrounding community. BRE sent letters to the community in July of this year informing them that an application was filed with the City for the proposed improvements. BRE also sent emails in early October to individuals that sent comments to the City. That effort resulted in a meeting at the site on October 29, 2013. We encourage people to stay in contact with BRE during this process should they have additional questions or comments. BRE also tagged all of the trees with color coded ribbons prior to the EQC hearing but they were removed by the next day by unknown individuals. We tagged trees again on February 3 for the Planning Commission to view before the hearing on February 10<sup>th</sup>.

Furthermore, BRE will schedule a Town Hall meeting with our residents to outline the construction schedule and development plans upon project approval and at least 3 months prior to any work occurring at the site.

The proposed scope of work is outlined in greater detail below:

1. Provide Fire Sprinklers to the all existing and new buildings:

- Provide new underground fire water mains throughout the site to supply new fire sprinkler systems
- Automatic sprinkler protection will be added to all new buildings and provided for two new buildings, the Leasing Office and Recreation Center
- Fire alarm systems will be extended or replaced as necessary to account for new initiating devices (water flow alarms) and valve supervisory devices

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2. Modify and add landscaping throughout the site:

- Reduced the total number of Heritage Tree removals from 62 to 42:
  - 11 Heritage Trees to be removed for construction reasons – fire loop and building construction/renovation
  - 31 removed due to health concerns
  - 23 re-designated for preservation since Planning Commission hearing
- We are planting 159 replacement trees which represents a 3.7:1 ratio where 1:1 is the required mitigation ratio per the City's Heritage Tree Ordinance
- Additionally, we are planting a total of 239 new trees for the site which is 80 trees above the 159 Heritage replacements
- Majority of the proposed trees are similar types to existing trees, both heritage and non-heritage and we will look to include as many drought tolerant species as feasible
- All of the proposed trees are 24" box or larger including large box specimen trees for the landscape areas adjacent to leasing office along the "public edge" of the project
- All proposed trees can reach 30 feet or more at maturity based on documented standards for their size/growth habits
- Upgrade the existing irrigation system
- Improve and introduce exterior common areas such as an outdoor fireplace, outdoor seating, BBQ areas, a bocce ball court, tot-lot and a dog run area
- Enhance the presence of landscape along the edge of property with new planting materials

3. Renovate the exterior of all existing buildings:

- Update building exteriors with smooth, skim coat plaster and horizontal fiber cement siding, as indicated in the elevations
- Replace existing wood deck railings with new metal railings
- Update decks with new waterproofing membrane
- Replace privacy fences on the first floor units with new, painted, wood grain Trex or cedar fences
- Remove window sash and insert replacement windows into existing openings
- Update the roof with parapet walls and dormers as shown in the roof plans and elevations
- Replace the roof with new 30-year asphalt shingle roofing
- Replace roofing and gates on all existing trash and meter rooms



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4. Modify units to include exterior laundry closets:

- Renovate exterior closets on decks to provide laundry services
- Enlarge exterior closets on first floor patios to provide laundry services
- Modify sewer connections to units to provide laundry services

5. Renovate unit interiors:

- Update finishes, new cabinetry and appliances
- Rewire kitchens and add electrical panels, as required to meet code

6. Build new Leasing Office and replace the Club House/Fitness Center:

- Construct a new Leasing Office, and accompanying parking lot, along Sharon Park Drive
- Demolish existing Leasing Office, Club and Fitness areas after the new Leasing Office is constructed. The new Recreation Center will include a fitness area, a clubhouse and an exterior gathering area

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Frances Ouellette  
Senior Director, Capital and Renovations  
BRE Properties, Inc.  
5141 California Avenue, Suite 250  
Irvine, CA 92617

December 5, 2013

**RE: Sharon Green Apartments, 350 Sharon Park Drive**

**Assignment**

It was requested that Arborwell re-evaluate the 62 proposed heritage trees that were recommended for removal on the Tree Inventory report dated October 30, 2013.

The purpose of this re-evaluation is:

- Identify trees that could potentially be considered for preservation.
- Propose mitigation techniques to lessen associated risks with their retention.
- Provide further information for trees that must be removed.
- Evaluate proposed fire line installation plan and its relationship to existing trees on site.

**Background**

In the Tree Inventory report dated 10/30/13, 464 trees were assessed and reported on. As is stated above, 62 Heritage trees were recommended for removal. Of this number, 12 removals were classified as such due to proposed development and the remaining 50 were recommended due to health, structural, or location (proximity to structures) concerns. Of this group of 50, the majority of these trees are Monterey pine, Eucalyptus (various species) and Acacia. The inherent problems with these types of trees are well documented.

Thus, these 50 trees were recommended for removal for one or more of the following reasons: 1) Poor health: meaning the trees health was poor enough to call into question its viability and or its safety. 2) Poor structure: meaning the limbs and or leaders in the tree are poorly attached and pose a significant risk to structures and or pedestrians. Or 3) poor location, meaning the trees close proximity to a structure is actively causing damage or poses a significant risk to do damage to the structure to which it is adjacent.



An Arborist representing the City of Menlo Park, Mr. Walt Fujii of Fujii Tree Consulting, produced a peer review document dated 10/9/13 of Arborwell's earlier Tree Inventory report dated 9/4/13 and supported all 62 heritage removals. In addition he recommended that an additional 12 heritage trees be removed.

### **Trees that may be considered for preservation**

All trees listed in this section were recommended for removal. These conclusions were supported by the City Arborist. At BRE's request, these heritage tree removals have been re-examined and 23 trees have been identified as having the potential to be preserved if proper mitigation is performed. ***The 23 trees are as follows: 8, 74, 97, 124, 165, 166, 192, 193, 205, 299, 324, 325, 342 – 344, 355, 406 – 409, 439 – 441.*** These trees are individually discussed below.

Please note that in some cases the required mitigation techniques may be detrimental to the health of the tree. For example, in most cases the trees are noted for their poor structure which poses a danger of limb failure. The necessary mitigation in this case would include pruning the tree significantly to reduce risk to a satisfactory level. The required pruning may be such that it strains the health of the subject tree.

Tree #8 Monterey pine – 24" dbh building F. Comments: Representatives of BRE would like to preserve this tree. Because of its lean, and its potential for failure, this is not recommended. Mitigation: If this tree is retained, significantly reduce branch end-weight (side closest to the street) through pruning and monitor.

Tree #74 Red gum – 20" dbh building N. Comments: Tree is in good health, but limbs are poorly attached and pose a risk of limb failure. Mitigation: Significantly reduce branch end-weight through pruning and monitor.

Tree #97 Red Gum – 25" dbh building N. Comments: Tree is in good health, but limbs are poorly attached and pose a risk of limb failure. Mitigation: Significantly reduce branch end-weight through pruning and monitor.

Tree #124 Red Iron Bark – 29" dbh building A. Comments: Tree is in good health, but limbs are poorly attached with included bark and pose a risk of limb failure. Mitigation: Significantly reduce branch end-weight through pruning and monitor.

Tree #165 Monterey pine – 39" dbh building F. Comments: Tree is in fair health, but limbs are poorly attached and pose a risk of limb failure. Mitigation: Significantly reduce branch end-weight through pruning, remove large limb over Eastridge Avenue and monitor. Please note

that the extent of pruning required to reduce the risk of failure, may negatively impact the tree's health.

Tree #166 Monterey pine – 36" dbh building F. Comments: Tree is in fair health, but limbs are poorly attached and pose a risk of limb failure. This tree has two main leaders with significant bark inclusion. Meaning that there is a risk that one or both of these leaders could fail potentially impacting pedestrians, building F and the parking structure. Mitigation: Significantly reduce branch end-weight through pruning, install cable and monitor. Please note that the extent of pruning required to reduce the risk of failure, may negatively impact the tree's health.

Tree #192 Monterey pine – 32" dbh building G. Comments: Tree is in poor health, limbs are poorly attached and pose a risk of limb failure. Root system is lifting side walk. Mitigation: Significantly reduce branch end-weight through pruning and monitor. Please note that the extent of pruning required to reduce the risk of failure, may negatively impact the tree's health.

Tree #193 Monterey pine – 34" dbh building G. Comments: Tree is in poor health, limbs are poorly attached and pose a risk of limb failure. Root system is lifting side walk. Mitigation: Significantly reduce branch end-weight through pruning and monitor. Please note that the extent of pruning required to reduce the risk of failure, may negatively impact the tree's health.

Tree #205 Red Ironbark – 18" dbh building H. Comments: Tree is in good health, however limbs are poorly attached and pose a risk of limb failure. Mitigation: Significantly reduce branch end-weight through pruning and monitor.

Tree #299 Monterey pine – 35" dbh building N & parking structure. Comments: Tree is in fair health, but limbs are poorly attached and pose a risk of limb failure. Root system is lifting side walk. Also, tree has a significant lean to the West. Mitigation: Significantly reduce branch end-weight through pruning, take additional weight off of West side of canopy and monitor. Please note that the extent of pruning required to reduce the risk of failure, may negatively impact the tree's health.

Tree #324 Silver dollar eucalyptus – 20" dbh building S. Comments: Tree is in good health, but limbs are poorly attached and pose a risk of limb failure. Mitigation: Significantly reduce branch end-weight through pruning and monitor.

Tree #325 Silver dollar eucalyptus – 22" dbh building S. Comments: Tree is in good health, but limbs are poorly attached and pose a risk of limb failure. Mitigation: Significantly reduce branch end-weight through pruning and monitor.

Tree #342 Monterey pine – 42” dbh building Q. Comments: Tree is in fair health, but limbs are poorly attached and pose a risk of limb failure. Falling pine cones are a risk in pool area. Root system is lifting side walk. Mitigation: Significantly reduce branch end-weight and spread of canopy through pruning and monitor. Please note that the extent of pruning required to reduce the risk of failure, may negatively impact the tree’s health.

Tree #343 Monterey pine – 27” dbh building S. Comments: Tree is in fair health, but limbs are poorly attached and pose a risk of limb failure. Root system is lifting side walk. Mitigation: Significantly reduce branch end-weight through pruning and monitor. Please note that the extent of pruning required to reduce the risk of failure, may negatively impact the tree’s health.

Tree #344 Monterey pine – 27” dbh building S. Comments: Tree is in fair health, but limbs are poorly attached and pose a risk of limb failure. Root system is lifting side walk. Mitigation: Significantly reduce branch end-weight through pruning and monitor. Please note that the extent of pruning required to reduce the risk of failure, may negatively impact the tree’s health.

Tree #355 Shamel ash – 17” dbh building S. Comments: Tree is in good health, but limbs are poorly attached and pose a risk of limb failure. Mitigation: Significantly reduce branch end-weight through pruning and monitor.

Tree #406 Silver dollar eucalyptus – 20” dbh building E. Comments: Tree is in good health, but limbs are poorly attached and pose a risk of limb failure. Mitigation: Significantly reduce branch end-weight through pruning and monitor.

Tree #407 Silver dollar eucalyptus – 16” dbh building E. Comments: Tree is in good health, but limbs are poorly attached and pose a risk of limb failure. Mitigation: Significantly reduce branch end-weight through pruning and monitor.

Tree #408 Silver dollar eucalyptus – 22” dbh building E. Comments: Tree is in good health, but limbs are poorly attached and pose a risk of limb failure. Mitigation: Significantly reduce branch end-weight through pruning and monitor.

Tree #409 Silver dollar eucalyptus – 17” dbh building E. Comments: Tree is in good health, but limbs are poorly attached and pose a risk of limb failure. Mitigation: Significantly reduce branch end-weight through pruning and monitor.

Tree #439 Cottonwood – 23” dbh building D. Comments: Tree is in fair health, but limbs are poorly attached and pose a risk of limb failure. Mitigation: Significantly reduce branch end-weight through pruning and monitor.

Tree #440 Cottonwood – 26” dbh building D. Comments: Tree is in fair health, but limbs are poorly attached and pose a risk of limb failure. Mitigation: Significantly reduce branch end-weight through pruning and monitor.

Tree #441 Cottonwood – 23” dbh building D. Comments: Tree is in fair health, but limbs are poorly attached and pose a risk of limb failure. Mitigation: Significantly reduce branch end-weight through pruning and monitor.

### **Trees recommended for removal**

Tree # 33 - 36 Monterey pine – Average 24.5” dbh building I. Comments: These trees are grouped close to each other and the building. The health of these trees is poor as is exhibited by their thin canopies. Trees 34 & 36 have a significant lean over building I. Trees 33 & 35 lean towards Sharon Road. Each of these trees represents a risk to residents and pedestrians. Due to the fact that these trees are clustered together these trees and their canopies have grown somewhat reliant on each other. Therefore it is advisable that they are all removed at the same time. No amount of mitigation can reduce the risk that these trees represent.

Tree # 47 Evergreen pear – 20” dbh building L. Comments: Tree has significant lean due to overcrowding, structure is fair but will never develop correctly due to close proximity to building and other trees.

Tree # 48 Evergreen pear – 15” dbh building L. Comments: Tree has significant lean due to overcrowding, structure is fair but will never develop correctly due to close proximity to building and other trees.

Tree # 75 Red gum – 15” dbh building N. Comments: Tree is in good health, but the structure of this tree is very poor, imbalanced and weighted towards the building, limbs are poorly attached and pose a risk of limb failure. Its close proximity to the building makes preservation impractical.

Tree #'s 87 & 88 Monterey pine – 42” dbh building L. Comments: These very large trees are located between buildings M and L. The root systems are exerting pressure on the foundation of building M and a retaining associated with building L. These canopies have long and dangerously heavy branches that extend over the roof line that pose a risk to residents. Due to the close proximity to the structures, mitigating these risks is not possible.

Tree # 90 Tulip – 22” dbh building N. Comments: Health of this tree is very poor. Branches are weakly attached with included bark. The trunk has significant decay and the tree is at high risk of failure.

Tree # 95 Monterey pine – Average 30.5” dbh building P. Comments: This very large tree is located between buildings P and N. The root system is exerting pressure on the foundation of both buildings. The canopy has long and dangerously heavy branches that extend over the roof line that pose a risk to residents. Due to the close proximity to the structures, mitigating these risks is not possible.

Tree #177 Monterey pine – 30”dbh building F. Comments: Base of tree is in contact with the building. Tree is still actively growing and serious damage to structure is likely. Additionally, the canopy is very heavy over the structure and the walkway. Due to the close proximity to the structures, mitigating these risks is not possible.

Tree #206 Red Ironbark – 19” dbh building H. Comments: Tree is in good health, however, it is located very close to the structure and root system is actively lifting adjacent patio. Limbs are poorly attached and pose a risk of limb failure. Due to the close proximity to the structures, mitigating these risks is not possible.

Tree #'s 294 & 295 Acacia – Average 19” dbh building T. Comments: Trees have extremely poor structure. Both trees have had multiple limb failures in the past and future limb failure is likely. They are located in a tight space between building T and the parking structure. The canopies are currently growing over both the building and the parking garage. The potential of limb failure combined with many potential targets (cars & residents) makes preservation of these trees impractical.

Tree # 296 & 297 Red flowering gum – Average 19” dbh building T. Comments: Trees have extremely poor structure. They are located in a tight space between building T and the parking structure. The canopies are currently growing over both the building and the parking garage. The potential of limb failure combined with many potential targets (cars & residents) makes preservation of these trees impractical.

Tree # 298 Monterey pine – 28”dbh building T. Comments: Tree has significant lean over parking structure and poses a significant risk of failure. Due to the close proximity to the parking structure and the nature of its lean, mitigating these risks is not possible. The potential of limb failure combined with many potential targets (cars & residents) makes preservation of this tree impractical.



Tree #'s 350 – 354 Shamel ash – Average 20" dbh building R. Comments: This group of 5 trees is located between building R and the walk way. The collective root systems of these trees are exerting pressure on the walkways as well as the foundation of the building. These trees are still actively growing and will do further damage. Additionally, the canopies have weak branch attachments and long heavy limbs that extend over the roof line. Due to the close proximity to the structures, mitigating the risks in these trees is not possible.

Tree # 356 Monterey pine – 35" dbh building S. Comments: This tree is much too large for its location and is in poor health. Canopy has many long heavy branches extending over the tennis court and building S. The risk of failure of these limbs poses a significant threat to pedestrians and those that utilize the court. Root system is heaving the side walk and is near utilities that could also be damaged.

Tree # 373 Silver dollar eucalyptus – 16" dbh building T. Comments: Tree is located close to building and is structured very poorly. Due to topping many years ago, the resulting re-growth is poorly attached as is at risk of failure. No amount of mitigation pruning can fix these defects.

Tree # 402 Red Ironbark – 24" dbh building B. Comments: Tree is in good health, however, it is located very close to the structure and is exerting pressure on the foundation. Limbs are poorly attached and pose a risk of limb failure both over the building and over the pedestrian area. Due to the close proximity to the structures, mitigating these risks is not possible.

Tree # 405 Silver dollar eucalyptus – 32" dbh building E. Comments: Tree is much too large for its location. Canopy is comprised of 3 main leaders all of which appear to be very heavy and poorly attached. These leaders (or trunks) extend over the building and the pedestrian area. Due to the close proximity to the structure, mitigating these risks through pruning is not possible.

Tree # 411 Red ironbark – 27" dbh building C. Comments: Tree is much too large for its location between buildings C and D and is very close to the structure. The canopy has 4 main leaders some of which are poorly attached and extend over the roof line of the adjacent structures. Additionally, many years ago the tree was topped and the resulting regrowth is also poorly attached and at risk of failure. Due to the close proximity to the structure, mitigating these risks through pruning is not possible.

Tree # 412 Red ironbark – 31" dbh building C and laundry. Comments: The structure of this tree is very poor in part due to the nature of the species and due to the fact that years ago the tree was topped and the resulting regrowth is poorly attached and poses a risk of failure. Despite a regular maintenance program, this tree has had multiple limb failures in the past 5 years.

Tree #417 Silver dollar eucalyptus – 17” dbh building B. Comments: Tree has very poor structure and an imbalanced canopy. Additionally, it is located too close to the building.

Tree # 450 Monterey pine – 26” dbh building C. Comments: This tree is located between building C and the parking garage. It has two main leaders that are attached at approximately 3’ above grade. This branch attachment is severely included. With this condition, the leader that is growing over the parking garage is at significant risk of failure.

### **Construction removals**

Tree #'s 91 – 94, 96, 98, 99, 246 are listed as construction removals.

### **Additional construction removals for fire line installation**

A site review of the proposed fire line was done. During this process 3 additional heritage trees were identified as needing to be removed to allow for its installation. Listed below are comments on each tree.

Tree # 315 Blue oak – 27” dbh building L. Comments: Though the original tree inventory recommended removal, BRE representatives desired to preserve this tree because of it being an Oak. However, the original comments show that the tree is in poor condition showing signs of trunk and limb decay and is located against the parking structure. Additionally, it is now apparent that it will be adversely affected by the installation of the fire line. Thus, it is recommended for removal.

Tree # 317 Sycamore – 15” dbh building L. Comments: Though the health of this tree is good, the City Arborist’s representative noted extensive trunk decay and encouraged this tree to be re-considered for removal.

Tree # 122 Monterey pine – 30” dbh near the tennis court. Tree is in good health, however it does have a significant lean towards the street. Tree is located approximately 3’ from the sidewalk. The plans for the fire line show the installation trench running between the side walk and the tree. Meaning that large roots will be impacted causing the tree to potentially become a hazard.



## **Conclusion**




Sharon Green has many mature trees that truly add value to the community of Menlo Park. Unfortunately, there are also a number of large trees that were unwisely planted too close buildings many years ago that now are causing significant problems to the community and are threatening the safety of its residents. One of the fundamental principles of arboriculture is having the right tree in the right location. Moving forward with the proposed removals and their replacements will help this site to have many more trees that are placed in such a way so that the community can truly benefit from them.

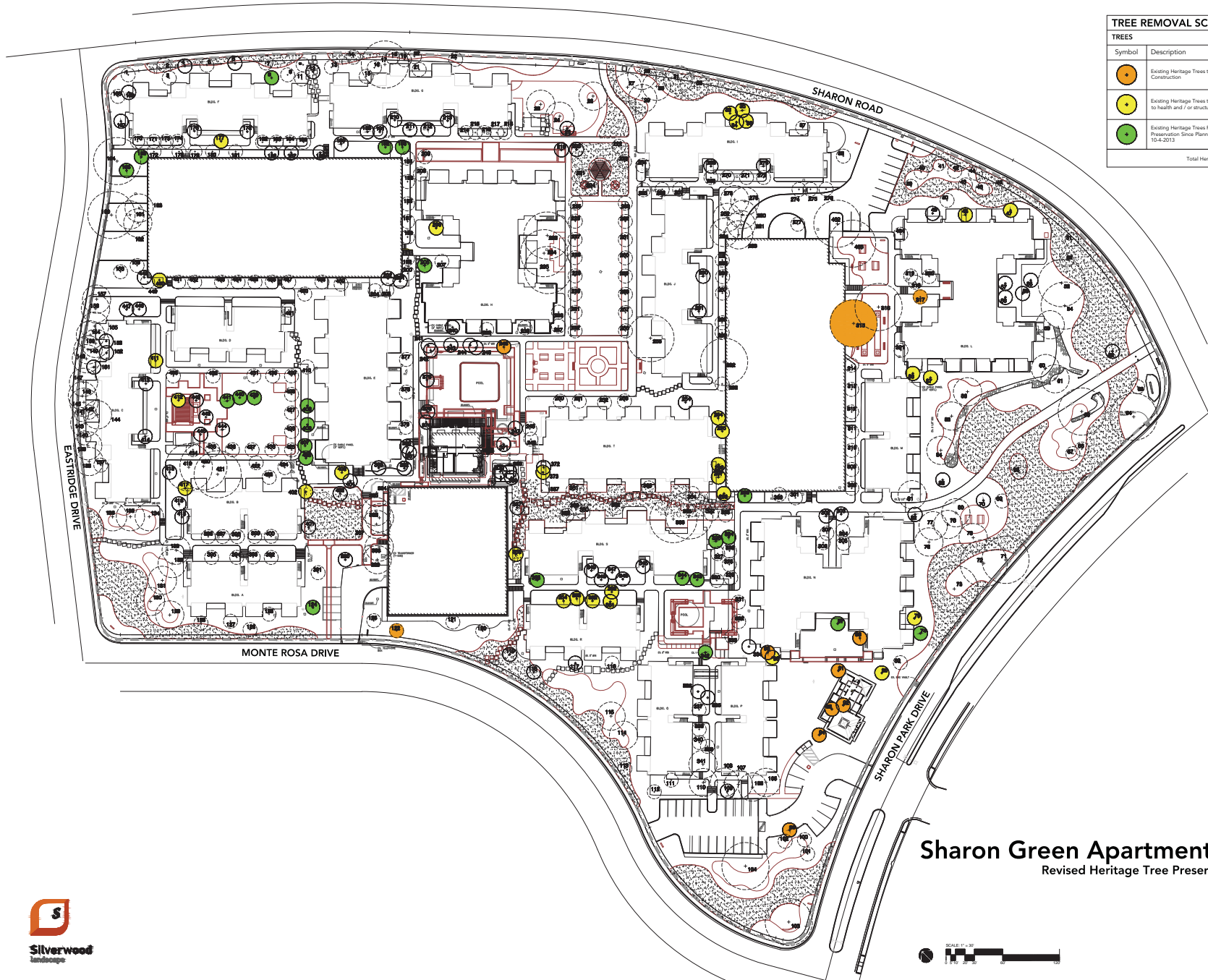
Respectfully submitted,

Jonathan Cardenas  
Certified Arborist WC #4333A  
925-260-3186

**TREE REMOVAL SCHEDULE:**

**TREES**

Symbol	Description	Quantity
	Existing Heritage Trees to be Removed per Construction	11
	Existing Heritage Trees to be Removed due to health and / or structural concerns	31
	Existing Heritage Trees Re-designated for Preservation Since Planning Commission Meeting 10-4-2013	23
Total Heritage Trees to be Removed		42



**Sharon Green Apartment homes**  
 Revised Heritage Tree Preservation Diagram

Menlo Park, CA  
 January 16, 2014





December 10, 2013

City of Menlo Park  
Engineering Division  
701 Laurel Street  
Menlo Park, CA 94025

## **Tree Protection Measures for Sharon Green Apartments**

The objective of this report is to reduce the negative impacts of construction on trees to a less-than-significant level. Trees vary in their ability to adapt to altered growing conditions, while mature trees have established stable biological systems in the preexisting physical environment. Disruption of this environment by construction activities interrupts the tree's physiological processes, causing depletion of energy reserves and a decline in vigor. This sometimes can result in death. Typically, this reaction may develop several years or more after disruption.

The tree protection regulations are intended to guide a construction project to ensure that appropriate practices will be implemented in the field to eliminate undesirable consequences that may result from uninformed or careless acts, and preserve both trees and property values.

### **The following are required to be implemented along with the Tree Protection Plan (TPP):**

- 1) The project arborist or contractor shall verify, in writing, that all preconstruction conditions have been met (tree fencing, erosion control, pruning, etc.)
- 2) The demolition, grading and underground contractors, construction superintendent and other pertinent personnel are required to meet with the project arborist at the site prior to beginning work to review procedures, tree protection measures and to establish haul routes, staging, areas, contacts, watering, etc.
- 3) Fenced enclosures shall be erected around trees to be protected to achieve three primary goals:
  - a) To keep the foliage crowns and branching structure of the trees to be preserved clear from contact by equipment, materials and activities;
  - b) Preserve roots intact and maintain proper soil conditions in a non-compacted state;
  - c) To identify the tree protection zone (TPZ) in which no soil disturbance is permitted and activities are restricted.

## **Tree Protection Zone (TPZ)**

Each tree to be preserved shall have a designated TPZ identifying the area sufficiently large enough to protect the tree and roots from disturbance. The recommended TPZ area can be determined by the canopy footprint. The TPZ shall be shown on all site plans for the project. Improvements or activities such as landscape enhancements, paving, utility and irrigation trenching and other ancillary activities shall occur outside the TPZ, unless authorized by the project arborist. Unless otherwise specified, the protective fencing shall serve as the TPZ boundaries.

### **Activities prohibited within the TPZ include:**

- Storage or parking of vehicles, building materials, refuse, excavated spoils or dumping of poisonous materials on or around trees and roots. Poisonous materials include, but are not limited to, paint, petroleum products, concrete or stucco mix, dirty water or any other material which may be deleterious to tree health.
- Lighting of fires under or near the tree.
- The use of tree trunks as a winch support, anchorage, as a temporary power pole, sign posts or other similar function.
- Cutting of tree roots by utility trenching, foundation digging, placement of curbs and trenches and other miscellaneous excavation without prior approval of the project arborist.
- Soil disturbance or grade/drainage changes.

### **Activities permitted or required within the TPZ include:**

- **Mulching:** During construction, wood chips shall be spread within the TPZ to a six (6) inch depth, clear of the trunk by twelve (12) inches to avoid inadvertent compaction and moisture loss from occurring. The mulch may be removed if improvements or other landscaping is required. Mulch material shall be two (2) inch unpainted, untreated wood chip mulch or approved equal.
- **Root Buffer:** When areas under the tree canopy cannot be fenced, a temporary buffer is required and shall cover the root zone and remain in place at the specified thickness until final grading stage.
- Irrigation, aeration, fertilizing or other beneficial practices that have been specifically approved for use within the TPZ.
- As stated in the Menlo Park Tree Protection Specifications document: "Where the City Arborist or Project Arborist has determined that tree protection fencing will interfere with the safety of work crews, Tree Wrap may be used as an alternative form of tree protection. Wooden slats at least one inch thick are to be bound securely, edge to edge, around the trunk. A single layer or more of orange plastic construction fencing is to be wrapped and secured around the outside of the wooden slats. Major scaffold limbs may require protection as determined by the City Arborist or Project Arborist. Straw waddle may also be used as a trunk wrap by coiling the waddle around the trunk up to a minimum height of six





feet from grade. A single layer or more of orange plastic construction fencing is to be wrapped and secured around the straw waddle.”

### **Size and type of fence**

All trees to be preserved shall be protected with six (6) foot high chain link fences installed around the dripline of the tree. The fences may be moved to a distance of no less than two (2) feet from the trunk of any tree, if approved by the project or city arborist. Fences are to be mounted on one and a half (1.5) inch diameter galvanized iron posts, driven into the ground to a depth of at least two (2) feet at no more than ten (10) foot spacing. This detail shall appear on grading, demolition and improvement plans.

### **Type of Tree Protection for Project**

**Type I Tree Protection:** The fences shall enclose the entire area under the canopy dripline or tree protection zone (TPZ) of the tree(s) to be saved throughout the life of the project, or until final improvement work within the area is required, typically near the end of the project.

**Parking Areas:** If the fencing must be located on paving or sidewalk that will not be demolished, the posts may be supported by an appropriate grade level concrete base.

**Duration of Tree Protection Fencing:** Tree fencing shall be erected prior to demolition, grading or construction and remain in place until final inspection.

### **“Warning” Signage**

A warning sign of a minimum of 8.5x11 inches shall be prominently displayed on each fence. The sign shall clearly state: “WARNING - Tree Protection Zone - This fence shall not be removed and is subject to penalty.”

## Pruning, Surgery and Removal

Prior to construction, trees may require that branches be pruned clear from structures, activities, building encroachment or may need to be strengthened by means of mechanical support (cabling) or surgery. Such pruning, surgery or the removal of trees shall adhere to the following standards:

### 1) Pruning limitations:

- **Minimum Pruning:** If the project arborist recommends that trees be pruned, and the type of pruning is left unspecified, the standard pruning shall consist of 'crown cleaning' as defined by ISA Pruning Guidelines. Trees shall be pruned to reduce hazards and develop a strong, safe framework.
- **Maximum Pruning:** Maximum pruning should only occur in the rarest situation approved by the project arborist. No more than one-fourth (1/4) of the functioning leaf and stem area may be removed within one (1) calendar year of any tree, or removal of foliage so as to cause the unbalancing of the tree. It must be recognized that trees are individual in form and structure, and that pruning needs may not always fit strict rules. The project arborist shall assume all responsibility for special pruning practices that vary from the standards outlined in this TPP.
- **Tree Workers:** Pruning shall not be attempted by construction or contractor personnel, but shall be performed by a qualified tree care specialist or certified tree worker.

## Activities During Construction and Demolition Near Trees

Soil disturbance or other injurious and detrimental activity within the TPZ is prohibited unless approved by the project arborist. If an injurious event inadvertently occurs, or soil disturbance has been specifically conditioned for project approval, then the following mitigation is required:

- Soil Compaction: If compaction of the soil occurs, it shall be mitigated by using the following methods:
  - Air spading to loosen up compacted soil, without disturbing the roots themselves, and incorporating organic matter to improve the soil structure.
  - Mulching: During construction, wood chips shall be spread within the TPZ to a six (6) inch depth, clear of the trunk by twelve (12) inches to avoid inadvertent compaction and moisture loss from occurring. The mulch may be removed if improvements or other landscaping is required. Mulch material shall be two (2) inch unpainted, untreated wood chip mulch or approved equal.
  - Root Buffer: When areas under the tree canopy cannot be fenced, a temporary buffer is required and shall cover the root zone and remain in place at the specified thickness until final grading stage.
  
- Grading Limitations within the Tree Protection Zone:
  - Grade changes outside of the TPZ shall not significantly alter drainage to the tree.
  - Grade changes within the TPZ are not permitted.
  - Grade changes under specifically approved circumstances: the Project Arborist shall not allow more than six (6) inches of fill soil added or allow more than four (4) inches of existing soil to be removed from natural grade unless mitigated.

### **Trenching, Excavation and Equipment Use**

Avoid placing of underground utilities within the drip line of any tree. When utilities are run through the root zone of a tree, horizontal coring should be used instead of trenching. If it is not possible to use horizontal coring, the onsite certified arborist should be contacted before trenching begins. Excavation or boring activity within the TPZ is restricted to the following activities, conditions and requirements if approved by the project arborist:

- **Notification:** Contractor shall notify the project arborist a minimum of twenty-four (24) hours in advance of the activity in the TPZ.
- **Root Severance:** Roots that are encountered shall be cut to sound wood and repaired. Roots two (2) inches and greater must remain injury free.
- **Excavation:** Any approved excavation, demolition or extraction of material shall be performed with equipment sitting outside the TPZ. Methods permitted are by hand digging, hydraulic or pneumatic air excavation technology. Avoid excavation within the TPZ during hot, dry weather.
  - a) If excavation or trenching for drainage, utilities, irrigation lines, etc., it is the duty of the contractor to tunnel under any roots two (2) inches in diameter and greater.
  - b) Prior to excavation for foundation/footings/walls, grading or trenching within the TPZ, roots shall first be severed cleanly one (1) foot outside the TPZ and to the depth of the future excavation. The trench must then be hand dug and roots pruned with a saw, sawzall, narrow trencher with sharp blades or other approved root pruning equipment.
- **Heavy Equipment:** Use of backhoes, steel tread tractors or any heavy vehicles within the TPZ is prohibited.

## **Root Severance**

Cutting and removal of roots smaller than two (2) inches in diameter shall be done by chain saw or hand saw to provide a flat and smooth cut and cause the least damage possible to the root and tree's health. Cutting roots by means of tractor-type equipment or other than chain saws and hand saws is prohibited. The Project Arborist is to perform or supervise the cutting of damaged roots two inches or greater in diameter.

Proper pruning technique shall encourage callusing of the roots. Root cutting and removal shall not exceed thirty-five (35) percent of total root surface.

The Contractor shall remove any wood chips or debris that may be left over from root removal that may affect the construction of improvements as directed by the Project Arborist.

If any roots over two (2) inches in diameter are severed during any excavation, the following procedure shall be followed:

- 1) The Contractor is to properly notify and schedule the Project Arborist to perform or supervise the cutting of any damaged roots two inches or greater in diameter. As with any site visit, the Project Arborist is to submit a written report of his/her findings and results to the City Arborist.
- 2) The roots shall be shaded by immediately covering the entire trench with plywood, or by covering the sides of the trench with burlap sheeting that is kept moist by watering twice per day.
- 3) When ready to backfill, each root shall be severed cleanly with a handsaw. Where practical, they should be cut back to a side root. Immediately, a plastic bag shall be placed over the fresh cut, and secured with a rubber band or electrical tape. Shading should immediately be placed until backfilling occurs.
- 4) Plastic bags shall be removed prior to backfilling.
- 5) Backfill shall be clean, native material free of debris, gravel or wood chips.

## **Irrigation Program**

Irrigate to wet the soil within the TPZ to a depth of twenty-four to thirty (24-30) inches at least once a month. Begin irrigating immediately prior to any construction activity. Alternatively, sub-surface irrigation may be used at regular specified intervals by injecting on approximate three (3) foot centers, ten (10) gallons of water per inch trunk diameter within the TPZ. Duration shall be until project completion or monthly until seasonal rainfall totals at least eight (8) inches of rain, unless specified otherwise by the project arborist.

## Damage to Trees - Reporting

Any damage or injury to trees shall be reported within six (6) hours to the project arborist so that mitigation can take place. All mechanical or chemical injury to branches, trunk or to roots over two (2) inches in diameter shall be reported in the monthly inspection report. The Project Arborist is to perform or supervise the cutting of damaged roots two inches or greater in diameter. In the event of injury, the following mitigation and damage control measures shall apply:

- Root injury: If trenches are cut and tree roots two (2) inches or larger are encountered they must be cleanly cut back to a sound wood lateral root. The end of the root shall be covered with either a plastic bag and secured with tape or rubber band, or be coated with latex paint. All exposed root areas within the TPZ shall be backfilled or covered within one (1) hour. Exposed roots may be kept from drying out by temporarily covering the roots and draping layered burlap or carpeting over the upper three (3) feet of trench walls. The materials must be kept wet until backfilled to reduce evaporation from the trench walls.
- Bark or trunk wounding: Current bark tracing and treatment methods shall be performed by a qualified tree care specialist within two (2) days.
- Scaffold branch or leaf canopy injury: Remove broken or torn branches back to an appropriate branch capable of resuming terminal growth within five (5) days. If leaves are heat scorched from equipment exhaust pipes, consult the project arborist within six (6) hours.



## Inspection Schedule

The project arborist retained by the applicant shall conduct the following required inspections of the construction site:

- Inspections shall verify that the type of tree protection and/or plantings are consistent with the standards outlined within this TPP. For each required inspection or meeting, a written summary of the changing tree related conditions, actions taken, and condition of trees shall be provided to the contractor.
  - Inspection of Protective Tree Fencing.
  - Pre-Construction Meeting. Prior to commencement of construction, the contractor shall conduct a pre-construction meeting to discuss tree protection with the job site superintendent, grading equipment operators, and the project arborist.
  - Inspection of Rough Grading. The project arborist shall perform an inspection during the course of rough grading adjacent to the TPZ to ensure trees will not be injured by compaction, cut or fill, drainage and trenching, and if required, inspect aeration systems, tree wells, drains and special paving. The contractor shall provide the project arborist at least forty-eight (48) hours advance notice of such activity.
  - Monthly Inspections. The project arborist shall perform monthly inspections to monitor changing conditions and tree health. The City Arborist shall be in receipt of an inspection summary during the first week of each calendar month or, immediately if there are any changes to the approved plans or protection measures.
  - Any special activity within the Tree Protection Zone. Work in this area (TPZ) requires the direct on-site supervision of the project arborist.

**Trees Identified for Type 1 Tree Protection  
Listed by Phase, based on Phasing Plan Sheet A1.1**

**Phase I**

76	Redwood
77	Redwood
78	Redwood
79	Redwood
80	Redwood
89	Tulip Tree
100	Tulip Tree
101	Tulip Tree
102	Tulip Tree
103	Valley Oak
104	Valley Oak
105	Redwood
106	Redwood
107	Redwood
108	Redwood
110	Redwood
111	Monterey Pine
112	White Oak
304	White Birch
305	White Birch
306	White Birch
307	White Birch
331	White Birch
332	White Birch
333	White Birch
337	Shamel Ash
338	Shamel Ash
339	Shamel Ash
340	Shamel Ash
341	Redwood

## Phase II

116	Tulip Tree
120	Monterey Pine
248	Stone Pine
249	Stone Pine
250	Tulip Tree
251	Tulip Tree
252	Tulip Tree
253	Tulip Tree
322	White Birch
323	White Birch
326	White Birch
327	White Birch
328	White Birch
329	White Birch
330	White Birch
358	White Birch
365	White Oak
366	White Oak
367	White Birch

### Phase III

37	Monterey Pine
38	Chinese Elm
50	Monterey Pine
59	Redwood
60	Redwood
61	Redwood
81	Redwood
255	Valley Oak (Large)
264	Monterey Pine
265	Sycamore
266	Sycamore
267	Sycamore
269	Sycamore
270	Sycamore
271	Sycamore
272	Sycamore
274	Sycamore
275	Sycamore
276	Sycamore
278	Redwood

279	Redwood
282	Redwood
284	Redwood
285	Sycamore
286	Sycamore
287	Sycamore
288	Sycamore
289	Sycamore
293	Sycamore
315	Valley Oak
316	Valley Oak
317	Sycamore
318	Sycamore
319	Sycamore
320	Sycamore
321	White Birch
462	Holly Oak
463	Valley Oak
464	Monterey Pine

**Phase IV**

1	Liquidambar
3	Liquidambar
8	Monterey Pine
9	Liquidambar
11	Liquidambar
13	Liquidambar
14	Liquidambar
15	Liquidambar
16	Liquidambar
17	Holly Oak
18	Liquidambar
19	Liquidambar
20	Liquidambar
21	Liquidambar
22	Liquidambar
23	Redwood
24	Redwood
26	Redwood
164	Holly Oak
165	Monterey Pine
166	Monterey Pine
170	Sycamore
171	Sycamore
172	Sycamore
173	Sycamore
174	Sycamore
175	Sycamore
179	Sycamore
180	Sycamore
181	Sycamore
182	Sycamore
183	Sycamore
184	Sycamore
185	Sycamore
194	Sycamore
195	Sycamore
196	Sycamore
197	Sycamore

198	Sycamore
199	Sycamore
200	Sycamore
214	Sycamore
215	Sycamore
216	Sycamore
217	Sycamore
218	Sycamore
221	Chinese Elm
222	Chinese Elm
223	Chinese Elm
224	Chinese Elm
225	Sycamore
226	Sycamore
227	Sycamore
228	Sycamore
229	Sycamore
230	Sycamore
231	Sycamore
232	Sycamore
233	Valley Oak
234	Valley Oak
235	Valley Oak
237	Tulip Tree
238	Tulip Tree
239	Tulip Tree
256	Sycamore
257	Sycamore
258	Sycamore
259	Sycamore
260	Sycamore
261	Sycamore
262	Sycamore
263	Sycamore
377	Tulip Tree
378	Tulip Tree
379	Tulip Tree
449	Monterey Pine

## Phase V

125	Tulip Tree
126	Tulip Tree
127	Tulip Tree
137	Camphor
138	Redwood
139	Redwood
143	Redwood
144	Redwood
145	Redwood
146	Redwood
147	Redwood
148	Redwood
149	Redwood
150	Redwood
154	Redwood
155	Redwood
156	Redwood
157	Redwood
158	Monterey Pine
159	Monterey Pine
384	Redwood
385	Redwood
386	Redwood
387	Redwood
388	Redwood
389	Redwood
391	Monterey Pine
392	Sycamore
393	Sycamore
394	Sycamore
395	Sycamore

396	Sycamore
397	Sycamore
398	Sycamore
399	Sycamore
400	Sycamore
419	Holly Oak
420	Coast Live Oak
421	Coast Live Oak
422	Monterey Pine
423	Monterey Pine
424	Monterey Pine
425	Sycamore
426	Sycamore
427	Sycamore
428	Sycamore
429	Sycamore
430	Sycamore
431	Sycamore
432	Sycamore
433	Sycamore
434	Sycamore
435	Sycamore
436	Sycamore
437	Sycamore
438	Sycamore
456	Sycamore
457	Sycamore
458	Sycamore
459	Sycamore
460	Monterey Pine
461	Laurel



## Assumptions and Limiting Conditions

While trees vary in their tolerance to changed conditions, disruption in any form of the environment to which the trees have grown accustomed may result in adverse reaction. Human activity among and near trees is inherently contrary to tree welfare and there are inherent risks associated. The following are limitations to this report:

- All information presented herein covers only the trees examined at the area of inspection, and reflects the conditions observed of said trees at the time of inspection.
- Observations were performed visually without probing, dissecting, coring, or exaction, unless noted above, and in no way shall the observer be held responsible for any defects that could have only been discovered by performing said services in specific area(s) where a defect was located.
- No guarantee or warranty is made, expressed or implied, that defects of the trees inspected may not arise in the future.
- No assurance can be offered that if the recommendations and precautionary measures are accepted and followed, that the desired results may be attained.
- No responsibility is assumed for the methods used by any person or company executing the recommendations provided in this report.
- The information provided herein represents an opinion, and in no way is the reporting of a specified finding, conclusion, or value based on the retainer.
- This report is proprietary to Arborwell, and may not be reproduced in whole or part without written consent. This report has been prepared exclusively for use of the parties to which it has been submitted.
- Should any part of this report be altered, damaged, corrupted, or lost the entire evaluation shall be invalid.

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Sharon Green Apartments  
Arborist Report

TREE NO.	BOTANICAL NAME	COMMON NAME	DBH	CONDITION 1=Poor 2=Fair 3=Good 4=Very Good 5=Excellent	COMMENTS, RECOMMENDATIONS	REMOVE / PRESERVE	REMOVAL REASON (STRUCTURAL/HEALTH, CONSTRUCTION)	HERITAGE TREE?
1	<i>Liquidambar styraciflua</i>	<i>Liquidambar</i>	11	3	Young tree; excellent health	Preserve		Non-heritage
2	<i>Liquidambar styraciflua</i>	<i>Liquidambar</i>	16	3	Healthy tree; heavy on the ends	Preserve		Heritage
3	<i>Liquidambar styraciflua</i>	<i>Liquidambar</i>	13	3	Tree failed & was removed 10/29/13			
4	<i>Prunus cerasifera</i>	<i>Plum</i>	8	1	Tree damaged by the failure of tree #3. Was removed on 10/29/13			
5	<i>Liquidambar styraciflua</i>	<i>Liquidambar</i>	18	3	Good health and vigor	Preserve		Heritage
6	<i>Prunus cerasifera</i>	<i>Plum</i>	10	1	Removal recommended; tree has very poor structure and is a poor specimen. It is showing signs of trunk and root decay.	Remove	Structural/Health	Non-heritage
7	<i>Liquidambar styraciflua</i>	<i>Liquidambar</i>	14	3	Good health and vigor	Preserve		Non-heritage
8	<i>Pinus radiata</i>	<i>Monterey Pine</i>	24	2	Removal recommended; heavily weighted on one side, showing signs of uprooting and is causing damage to patio.	Preserve		Heritage
9	<i>Liquidambar styraciflua</i>	<i>Liquidambar</i>	14	3	Good health and vigor	Preserve		Non-heritage
10	<i>Liquidambar styraciflua</i>	<i>Liquidambar</i>	15	3	Removal recommended; poor structure at very top and could lose large limbs at any time; is located near a walkway	Preserve		Heritage
11	<i>Liquidambar styraciflua</i>	<i>Liquidambar</i>	14	3	Healthy tree; many water sprouts	Preserve		Non-heritage
12	<i>Prunus cerasifera</i>	<i>Plum</i>	7	1	Removal recommended; this tree has very poor structure and is a poor specimen. It is showing signs of trunk and root decay.	Remove	Structural/Health	Non-heritage

Sharon Green Apartments  
Arborist Report

13	<i>Liquidambar styraciflua</i>	<i>Liquidambar</i>	17	3	Heavy on the ends; good health	Preserve		Heritage
14	<i>Liquidambar styraciflua</i>	<i>Liquidambar</i>	12	3	Healthy with good structure	Preserve		Non-heritage
15	<i>Liquidambar styraciflua</i>	<i>Liquidambar</i>	11	3	Healthy young tree	Preserve		Non-heritage
16	<i>Liquidambar styraciflua</i>	<i>Liquidambar</i>	8	1	Removal recommended; overcrowded with severe trunk decay	Preserve		Non-heritage
17	<i>Quercus ilex</i>	<i>Holly Oak</i>	13	2	Good health; thin canopy	Preserve		Non-heritage
18	<i>Liquidambar styraciflua</i>	<i>Liquidambar</i>	13	3	Good structure, good health	Preserve		Non-heritage
19	<i>Liquidambar styraciflua</i>	<i>Liquidambar</i>	7	1	Removal recommended; overcrowded with severe root decay	Preserve		Non-heritage
20	<i>Liquidambar styraciflua</i>	<i>Liquidambar</i>	12	3	Poor structure; good health	Preserve		Non-heritage
21	<i>Liquidambar styraciflua</i>	<i>Liquidambar</i>	8	2	Removal recommended; may have root decay; poor structure and will be growing over the building in the future	Preserve		Non-heritage
22	<i>Liquidambar styraciflua</i>	<i>Liquidambar</i>	10	3	Heavy on one side - slightly imbalanced	Preserve		Non-heritage
23	<i>Sequoia sempervirens</i>	<i>Redwood</i>	40	4	Good health	Preserve		Heritage
24	<i>Sequoia sempervirens</i>	<i>Redwood</i>	19	4	Good health	Preserve		Heritage
25	<i>Prunus cerasifera</i>	<i>Plum</i>	13	3	Poor structure	Remove	Structural/Health	Non-heritage
26	<i>Sequoia sempervirens</i>	<i>Redwood</i>	26	4	Good health	Preserve		Heritage
27	<i>Sequoia sempervirens</i>	<i>Redwood</i>	27	4	Good health	Preserve		Heritage
28	<i>Sequoia sempervirens</i>	<i>Redwood</i>	26	4	Good health	Preserve		Heritage
29	<i>Sequoia sempervirens</i>	<i>Redwood</i>	25	4	Good health	Preserve		Heritage
30	<i>Sequoia sempervirens</i>	<i>Redwood</i>	20	4	Good health	Preserve		Heritage

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31	<i>Sequoia sempervirens</i>	<i>Redwood</i>	15	4	Excellent health	Preserve		Heritage
32	<i>Sequoia sempervirens</i>	<i>Redwood</i>	19	4	Excellent health	Preserve		Heritage
33	<i>Pinus radiata</i>	<i>Monterey Pine</i>	24	2	Removal recommended; canopy looks thin; tree is in close proximity and leaning over building and may cause damage to foundation and pipes.	Remove	Structural/Health	Heritage
34	<i>Pinus radiata</i>	<i>Monterey Pine</i>	25	2	Removal recommended; canopy looks thin; tree is in close proximity and leaning over building and may cause damage to foundation and pipes.	Remove	Structural/Health	Heritage
35	<i>Pinus radiata</i>	<i>Monterey Pine</i>	23	2	Removal recommended; tree is in close proximity to building and may cause damage to foundation and pipes.	Remove	Structural/Health	Heritage
36	<i>Pinus radiata</i>	<i>Monterey Pine</i>	26	2	Removal recommended; canopy looks thin; tree is in close proximity and leaning over building and may cause damage to foundation and pipes.	Remove	Structural/Health	Heritage
37	<i>Pinus radiata</i>	<i>Monterey Pine</i>	30	2	Removal recommended; tree is in close proximity to building and may cause damage to foundation and pipes.	Preserve		Heritage
38	<i>Ulmus parvifolia</i>	<i>Chinese Elm</i>	18	3	Good health and vigor	Preserve		Heritage
39	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	9	3	Good health and vigor; heavy ended	Preserve		Non-heritage
40	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	18	3	Good health and vigor; heavy ended	Preserve		Heritage
41	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	11	3	Good health and vigor; heavy ended	Preserve		Non-heritage
42	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	13	3	Good health and vigor; heavy ended	Preserve		Non-heritage

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43	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	15	3	Good health and vigor; heavy ended	Preserve		Heritage
44	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	14	3	Good health and vigor; heavy ended	Preserve		Non-heritage
45	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	14	3	Good health and vigor; heavy ended	Preserve		Non-heritage
46	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	15	3	Good health, heavy ended	Preserve		Heritage
47	<i>Pyrus kawakamii</i>	<i>Evergreen Pear</i>	20	3	Removal recommended; has developed a heavy lean due to overcrowding, structure is fair but will never develop correctly due to close proximity to the building and other trees.	Remove	Structural/Health	Heritage
48	<i>Pyrus kawakamii</i>	<i>Evergreen Pear</i>	15	3	Removal recommended; has developed a heavy lean due to overcrowding, structure is fair but will never develop correctly due to close proximity to the building and other trees.	Remove	Structural/Health	Heritage
49	<i>Pyrus kawakamii</i>	<i>Evergreen Pear</i>	9	3	Removal recommended; has developed a heavy lean due to overcrowding, structure is fair but will never develop correctly due to close proximity to the building and other trees.	Remove	Structural/Health	Non-heritage
50	<i>Pinus radiata</i>	<i>Monterey Pine</i>	58	2	Deadwood	Preserve		Heritage
51	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	25	3	Good health, heavy ended	Preserve		Heritage
52	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	23	3	Good health, heavy ended	Preserve		Heritage
53	<i>Quercus lobata</i>	<i>Valley Oak</i>	13	1	Removal recommended; tree is in decline, has minimal branches and is overcrowded; removal will allow others to grow.	Preserve		Heritage
54	<i>Quercus lobata</i>	<i>Valley Oak</i>	42	3	Some branches have decay	Preserve		Heritage
55	<i>Betula pendula</i>	<i>White Birch</i>	8	5	Young tree; excellent health	Remove	Construction	Non-heritage



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56	<i>Betula pendula</i>	<i>White Birch</i>	8	5	Young tree; excellent health	Remove	Construction	Non-heritage
57	<i>Lagerstroemia</i>	<i>Crape Myrtle</i>	4.5	5	Young tree; excellent health	Remove	Construction	Non-heritage
58	<i>Lagerstroemia</i>	<i>Crape Myrtle</i>	4.5	5	Young tree; excellent health	Remove	Construction	Non-heritage
59	<i>Sequoia sempervirens</i>	<i>Redwood</i>	13	5	Healthy tree	Preserve		Non-heritage
60	<i>Sequoia sempervirens</i>	<i>Redwood</i>	56	5	Low Branches	Preserve		Heritage
61	<i>Sequoia sempervirens</i>	<i>Redwood</i>	40	2	Removal recommended; tree has a hard lean and is showing signs of uprooting; is located near a walkway.	Preserve		Heritage
62	<i>Malus floribunda</i>	<i>Crab Apple</i>	4	3	Good health, poor structure	Remove	Construction	Non-heritage
63	<i>Alnus rhombifolia</i>	<i>Alder</i>	22	3	Good health; heavy ended	Preserve		Heritage
64	<i>Quercus lobata</i>	<i>Valley Oak</i>	19	3	Canopy looks thin	Preserve		Heritage
65	<i>Quercus lobata</i>	<i>Valley Oak</i>	27	3	Good health; heavy ended	Preserve		Heritage
66	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	12	3	Good health and vigor	Preserve		Non-heritage
67	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	29	3	Good health and vigor	Preserve		Heritage
68	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	17	3	Good health and vigor	Preserve		Heritage
69	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	20	3	Good health and vigor	Preserve		Heritage
70	<i>Malus floribunda</i>	<i>Crab Apple</i>	10	3	Overgrown	Remove	Construction	Non-heritage
71	<i>Quercus lobata</i>	<i>Valley Oak</i>	35	3	Good health	Preserve		Heritage
72	<i>Quercus lobata</i>	<i>Valley Oak</i>	33	3	Good health	Preserve		Heritage
73	<i>Quercus lobata</i>	<i>Valley Oak</i>	24	3	Good health	Preserve		Heritage
74	<i>Corymbia ficifolia</i>	<i>Red Gum</i>	20	2	Removal recommended; Good health, poor structure	Preserve		Heritage
75	<i>Corymbia ficifolia</i>	<i>Red Gum</i>	15	2	Removal recommended; Good health, poor structure	Remove	Structural/Health	Heritage
76	<i>Sequoia sempervirens</i>	<i>Redwood</i>	32	4	Good health and structure	Preserve		Heritage
77	<i>Sequoia sempervirens</i>	<i>Redwood</i>	38	4	Good health and structure	Preserve		Heritage

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78	<i>Sequoia sempervirens</i>	<i>Redwood</i>	39	4	Good health and structure	Preserve		Heritage
79	<i>Sequoia sempervirens</i>	<i>Redwood</i>	32	4	Good health and structure	Preserve		Heritage
80	<i>Sequoia sempervirens</i>	<i>Redwood</i>	41	4	Good health and structure	Preserve		Heritage
81	<i>Sequoia sempervirens</i>	<i>Redwood</i>	40	4	Good health and structure	Preserve		Heritage
82	<i>Malus floribunda</i>	<i>Crab Apple</i>	7	3	Poor structure	Remove	Construction	Non-heritage
83	<i>Malus floribunda</i>	<i>Crab Apple</i>	6	3	Poor structure	Remove	Construction	Non-heritage
84	<i>Sequoia sempervirens</i>	<i>Redwood</i>	23		Good health and structure, but thin canopy	Preserve		Heritage
85	<i>Sequoia sempervirens</i>	<i>Redwood</i>	25		Good health and structure, but thin canopy	Preserve		Heritage
86	<i>Sequoia sempervirens</i>	<i>Redwood</i>	25		Good health and structure, but thin canopy	Preserve		Heritage
87	<i>Pinus radiata</i>	<i>Monterey Pine</i>	42	2	Removal recommended; located very close to building and retaining wall and is causing damage to foundation and pipes.	Remove	Structural/Health	Heritage
88	<i>Pinus radiata</i>	<i>Monterey Pine</i>	42	2	Removal recommended; located very close to building and retaining wall and is causing damage to foundation and pipes.	Remove	Structural/Health	Heritage
89	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	17	3	Good health	Preserve		Heritage
90	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	22	1	Removal recommended; included bark and poor health; severe trunk decay, potential failure.	Remove	Structural/Health	Heritage
91	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	16	3	Good health; poor structure	Remove	Construction	Heritage
92	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	21	3	Good health; poor structure	Remove	Construction	Heritage
93	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	19	3	Good health; poor structure	Remove	Construction	Heritage

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94	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	17	3	Good health; poor structure	Remove	Construction	Heritage
95	<i>Pinus radiata</i>	<i>Monterey Pine</i>	30	2	Removal recommended; too close to building and causing damage to foundation and pipes.	Remove	Structural/Health	Heritage
96	<i>Pinus radiata</i>	<i>Monterey Pine</i>	31	2	Removal recommended; too close to building and causing damage to foundation and pipes.	Remove	Construction	Heritage
97	<i>Eucalyptus spp.</i>	<i>Gum</i>	25	1	Removal recommended; overgrown and poorly structured; limbs break often and is a danger to residents	Preserve		Heritage
98	<i>Juniperus chinensis</i>	<i>Juniper</i>	19	3	Good Health; canopy is dense	Remove	Construction	Heritage
99	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	19	3	End weight is a problem, but otherwise healthy	Remove	Construction	Heritage
100	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	19	3	End weight is a problem, but otherwise healthy	Preserve		Heritage
101	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	22	3	End weight is a problem, but otherwise healthy	Preserve		Heritage
102	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	20	3	End weight is a problem, but otherwise healthy	Preserve		Heritage
103	<i>Quercus lobata</i>	<i>Valley Oak</i>	38	3	Good health and structure	Preserve		Heritage
104	<i>Quercus lobata</i>	<i>Valley Oak</i>	46	3	Good health and structure	Preserve		Heritage
105	<i>Sequoia sempervirens</i>	<i>Redwood</i>	31	3	Good health	Preserve		Heritage
106	<i>Sequoia sempervirens</i>	<i>Redwood</i>	28	4	Overcrowded	Preserve		Heritage
107	<i>Sequoia sempervirens</i>	<i>Redwood</i>	18	4	Overcrowded	Preserve		Heritage
108	<i>Sequoia sempervirens</i>	<i>Redwood</i>	14	3	Canopy looks thin and the trunk has a gash	Preserve		Non-heritage
109	<i>Arbutus marina</i>	<i>Arbutus</i>	11	3	Healthy young tree, poor structure	Remove	Construction	Non-heritage
110	<i>Sequoia sempervirens</i>	<i>Redwood</i>	11	3	Very thin canopy	Preserve		Non-heritage
111	<i>Pinus radiata</i>	<i>Monterey Pine</i>	39	2	Poor vigor and lot of deadwood	Preserve		Heritage
112	<i>Quercus alba</i>	<i>White Oak</i>	26	3	Young tree; excellent health	Preserve		Heritage

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113	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	19	2	Under stress	Preserve		Heritage
114	<i>Sequoia sempervirens</i>	<i>Redwood</i>	12	3	Young healthy tree; potentially over watered	Preserve		Non-heritage
115	<i>Sequoia sempervirens</i>	<i>Redwood</i>	18	3	Young healthy tree; potentially over watered	Preserve		Heritage
116	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	14	3	Stressed; potentially over watered	Preserve		Non-heritage
117	<i>Malus floribunda</i>	<i>Crab Apple</i>	6	3	Young tree; excellent health	Preserve		Non-heritage
118	<i>Betula pendula</i>	<i>White Birch</i>	9	3	Healthy vigor and structure	Preserve		Non-heritage
119	<i>Betula pendula</i>	<i>White Birch</i>	10	3	Heavy on the ends; good health	Preserve		Non-heritage
120	<i>Pinus radiata</i>	<i>Monterey Pine</i>	52	2	Removal recommended; very large tree close to buildings; poor structure and presents a risk of failure.	Preserve		Heritage
121	<i>Pinus radiata</i>	<i>Monterey Pine</i>	36	3	Healthy trees, but heavy on the ends	Preserve		Heritage
122	<i>Pinus radiata</i>	<i>Monterey Pine</i>	30	3	Healthy trees, but heavy on the ends	Remove	Construction	Heritage
123	<i>Pinus radiata</i>	<i>Monterey Pine</i>	30	3	Healthy trees, but heavy on the ends	Preserve		Heritage
124	<i>E. sideroxylon</i>	<i>Red Ironbark</i>	29	2	Removal recommended; very large tree close to buildings; poor structure and presents a risk of failure.	Preserve		Heritage
125	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	20	3	Large healthy tree, heavy ended	Preserve		Heritage
126	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	17	3	Large healthy tree, heavy ended	Preserve		Heritage
127	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	19	3	Large healthy tree, heavy ended	Preserve		Heritage
128	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	13	2	Removal recommended; young tree; may be receiving too much water	Remove	Structural/Health	Non-heritage
129	<i>Sequoia sempervirens</i>	<i>Redwood</i>	17	4	Healthy trees, lots of crossing branches	Preserve		Heritage
130	<i>Sequoia sempervirens</i>	<i>Redwood</i>	23	4	Healthy trees, lots of crossing branches	Preserve		Heritage

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131	<i>Sequoia sempervirens</i>	<i>Redwood</i>	10	4	Healthy trees, lots of crossing branches	Preserve		Non-heritage
132	<i>Sequoia sempervirens</i>	<i>Redwood</i>	17	4	Healthy trees, lots of crossing branches	Preserve		Heritage
133	<i>Sequoia sempervirens</i>	<i>Redwood</i>	18	4	Healthy trees, lots of crossing branches	Preserve		Heritage
134	<i>Sequoia sempervirens</i>	<i>Redwood</i>	38	4	Healthy trees, lots of crossing branches	Preserve		Heritage
135	<i>Sequoia sempervirens</i>	<i>Redwood</i>	33	3	Healthy trees, being over watered	Preserve		Heritage
136	<i>Sequoia sempervirens</i>	<i>Redwood</i>	40	3	Healthy trees, being over watered	Preserve		Heritage
137	<i>Cinnamomum camphora</i>	<i>Camphor</i>	16	3	Young healthy tree	Preserve		Heritage
138	<i>Sequoia sempervirens</i>	<i>Redwood</i>	36	3	Large healthy tree, good vigor and structure	Preserve		Heritage
139	<i>Sequoia sempervirens</i>	<i>Redwood</i>	26	3	Large healthy tree, good vigor and structure	Preserve		Heritage
140	<i>Betula pendula</i>	<i>White Birch</i>	12	3	Healthy tree, overcrowded by Redwood	Preserve		Non-heritage
141	<i>Betula pendula</i>	<i>White Birch</i>	11	3	Healthy tree, overcrowded by Redwood	Preserve		Non-heritage
142	<i>Betula pendula</i>	<i>White Birch</i>	13	3	Healthy tree, overcrowded by Redwood	Preserve		Non-heritage
143	<i>Sequoia sempervirens</i>	<i>Redwood</i>	15	3	Young tree, seems to be browning due to over crowding and possibly too much water	Preserve		Heritage
144	<i>Sequoia sempervirens</i>	<i>Redwood</i>	15	3	Young tree, seems to be browning due to over crowding and possibly too much water	Preserve		Heritage
145	<i>Sequoia sempervirens</i>	<i>Redwood</i>	13	3	Young tree, seems to be browning due to over crowding and possibly too much water	Preserve		Non-heritage
146	<i>Sequoia sempervirens</i>	<i>Redwood</i>	14	3	Young tree, seems to be browning due to over crowding and possibly too much water	Preserve		Non-heritage
147	<i>Sequoia sempervirens</i>	<i>Redwood</i>	19	3	Young tree, seems to be browning due to over crowding and possibly too much water	Preserve		Heritage

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148	<i>Sequoia sempervirens</i>	<i>Redwood</i>	30	3	Young tree, seems to be browning due to over crowding and possibly too much water	Preserve		Heritage
149	<i>Sequoia sempervirens</i>	<i>Redwood</i>	6	2	Removal recommended; small; over crowded and declining; should be removed to allow others to grow	Preserve		Non-heritage
150	<i>Sequoia sempervirens</i>	<i>Redwood</i>	15	3	Good Health and vigor	Preserve		Heritage
151	<i>Betula pendula</i>	<i>White Birch</i>	10	3	Good Health and vigor	Remove	Construction	Non-heritage
152	<i>Betula pendula</i>	<i>White Birch</i>	9	3	Over crowded and poor structure	Remove	Construction	Non-heritage
153	<i>Betula pendula</i>	<i>White Birch</i>	13	3	Over crowded and poor structure	Remove	Construction	Non-heritage
154	<i>Sequoia sempervirens</i>	<i>Redwood</i>	14	3	Good health, vigor and structure	Preserve		Non-heritage
155	<i>Sequoia sempervirens</i>	<i>Redwood</i>	19	3	Good health, vigor and structure	Preserve		Heritage
156	<i>Sequoia sempervirens</i>	<i>Redwood</i>	18	3	Good health, vigor and structure	Preserve		Heritage
157	<i>Sequoia sempervirens</i>	<i>Redwood</i>	16	3	Good health, vigor and structure	Preserve		Heritage
158	<i>Pinus radiata</i>	<i>Monterey Pine</i>	24	2	Trees in decline; thin and heavy on ends	Preserve		Heritage
159	<i>Pinus radiata</i>	<i>Monterey Pine</i>	39	2	Trees in decline; thin and heavy on ends	Preserve		Heritage
160	<i>Quercus ilex</i>	<i>Holly Oak</i>	11	3	Canopy seems thin	Preserve		Non-heritage
161	<i>Sequoia sempervirens</i>	<i>Redwood</i>	24	2	Has included bark but good health	Preserve		Heritage
162	<i>Sequoia sempervirens</i>	<i>Redwood</i>	12	2	Tree is in decline	Preserve		Non-heritage
163	<i>Sequoia sempervirens</i>	<i>Redwood</i>	10	2	Tree is in decline	Preserve		Non-heritage
164	<i>Quercus ilex</i>	<i>Holly Oak</i>	9	2	Tree has lots of water spots, and is stressed	Preserve		Non-heritage



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165	<i>Pinus radiata</i>	<i>Monterey Pine</i>	39	2	Removal recommended; tree has large potential for failure and has lost large limbs in the past, poor structure indicates it will lose more; located over parking garage and poses a danger to residents	Preserve		Heritage
166	<i>Pinus radiata</i>	<i>Monterey Pine</i>	36	2	Removal recommended; tree has large potential for failure and has lost large limbs in the past, poor structure indicates it will lose more; located over parking garage and poses a danger to residents	Preserve		Heritage
167	<i>Betula pendula</i>	<i>White Birch</i>	6	3	Healthy young trees	Remove	Construction	Non-heritage
168	<i>Juniperus chinensis</i>	<i>Juniper</i>	9	3	Healthy young trees	Remove	Construction	Non-heritage
169	<i>Liquidambar styraciflua</i>	<i>Liquidambar</i>	10	3	Healthy young trees	Preserve		Non-heritage
170	<i>Platanus hispanica</i>	<i>Sycamore</i>	12	2	Healthy vigor and structure, but over crowded and one-sided	Preserve		Non-heritage
171	<i>Platanus hispanica</i>	<i>Sycamore</i>	8	2	Healthy vigor and structure, but over crowded and one-sided	Preserve		Non-heritage
172	<i>Platanus hispanica</i>	<i>Sycamore</i>	9	2	Healthy vigor and structure, but over crowded and one-sided	Preserve		Non-heritage
173	<i>Platanus hispanica</i>	<i>Sycamore</i>	8	2	Healthy vigor and structure, but over crowded and one-sided	Preserve		Non-heritage
174	<i>Platanus hispanica</i>	<i>Sycamore</i>	10	2	Healthy vigor and structure, but over crowded and one-sided	Preserve		Non-heritage
175	<i>Platanus hispanica</i>	<i>Sycamore</i>	10	2	Healthy vigor and structure, but over crowded and one-sided	Preserve		Non-heritage
176	<i>Prunus cerasifera</i>	<i>Plum</i>	6	3	Good health, but poor structure	Remove	Construction	Non-heritage
177	<i>Pinus radiata</i>	<i>Monterey Pine</i>	30	2	Removal recommended; tree is growing directly against the building and is causing damage to foundation and pipes	Remove	Structural/Health	Heritage
178	<i>Prunus cerasifera</i>	<i>Plum</i>	6	3	Good health, but poor structure	Remove	Construction	Non-heritage

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179	<i>Platanus hispanica</i>	<i>Sycamore</i>	10	3	Very thin due to over crowding	Preserve		Non-heritage
180	<i>Platanus hispanica</i>	<i>Sycamore</i>	12	3	Tree is overgrown due to crowding	Preserve		Non-heritage
181	<i>Platanus hispanica</i>	<i>Sycamore</i>	12	3	Tree is overgrown due to crowding	Preserve		Non-heritage
182	<i>Platanus hispanica</i>	<i>Sycamore</i>	12	3	Tree is overgrown due to crowding	Preserve		Non-heritage
183	<i>Platanus hispanica</i>	<i>Sycamore</i>	12	3	Tree is overgrown due to crowding	Preserve		Non-heritage
184	<i>Platanus hispanica</i>	<i>Sycamore</i>	10	3	Tree is overgrown due to crowding	Preserve		Non-heritage
185	<i>Platanus hispanica</i>	<i>Sycamore</i>	12	3	Tree is overgrown due to crowding	Preserve		Non-heritage
186	<i>Cinnamomum camphora</i>	<i>Camphor</i>	10	2.5	Fair health; canopy is thin	Remove	Construction	Non-heritage
187	<i>Cinnamomum camphora</i>	<i>Camphor</i>	11	2.5	Fair health; canopy is thin	Remove	Construction	Non-heritage
188	<i>Cinnamomum camphora</i>	<i>Camphor</i>	12	2.5	Fair health; canopy is thin	Remove	Construction	Non-heritage
189	<i>Cinnamomum camphora</i>	<i>Camphor</i>	13	2.5	Fair health; canopy is thin	Remove	Construction	Non-heritage
190	<i>Cinnamomum camphora</i>	<i>Camphor</i>	12	2.5	Fair health; canopy is thin	Remove	Construction	Non-heritage
191	<i>Cinnamomum camphora</i>	<i>Camphor</i>	11	2.5	Fair health; canopy is thin	Remove	Construction	Non-heritage
192	<i>Pinus radiata</i>	<i>Monterey Pine</i>	32	2	Removal recommended; showing potential for failure; causing damage to walkways and posing a danger to residents	Preserve		Heritage
193	<i>Pinus radiata</i>	<i>Monterey Pine</i>	34	2	Removal recommended; showing potential for failure; causing damage to walkways and posing a danger to residents	Preserve		Heritage
194	<i>Platanus hispanica</i>	<i>Sycamore</i>	15	3	Healthy tree, but over crowded	Preserve		Heritage
195	<i>Platanus hispanica</i>	<i>Sycamore</i>	15	3	Tree is overgrown and very one-sided	Preserve		Heritage

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196	<i>Platanus hispanica</i>	<i>Sycamore</i>	13	3	Tree is overgrown and very one-sided	Preserve		Non-heritage
197	<i>Platanus hispanica</i>	<i>Sycamore</i>	15	3	Tree is overgrown and very one-sided	Preserve		Heritage
198	<i>Platanus hispanica</i>	<i>Sycamore</i>	16	3	Tree is overgrown and very one-sided	Preserve		Heritage
199	<i>Platanus hispanica</i>	<i>Sycamore</i>	17	3	Tree is overgrown and very one-sided	Preserve		Heritage
200	<i>Platanus hispanica</i>	<i>Sycamore</i>	17	3	Tree is overgrown and very one-sided	Preserve		Heritage
201	<i>Pittosporum eugenioides</i>	<i>Pittosporum</i>	10	3	Lots of crossing and dead branches	Remove	Construction	Non-heritage
202	<i>Pittosporum eugenioides</i>	<i>Pittosporum</i>	10	3	Lots of crossing and dead branches	Remove	Construction	Non-heritage
203	<i>Platanus hispanica</i>	<i>Sycamore</i>	19	3	Removal recommended; high risk tree; significant lean, overgrown and is causing damage to pipes and foundation; very poor structure, with pruning risk can be somewhat mitigated	Preserve		Heritage
204	<i>Platanus hispanica</i>	<i>Sycamore</i>	18	3	Removal recommended; high risk tree; significant lean, overgrown and is causing damage to pipes and foundation; very poor structure, with pruning risk can be somewhat mitigated	Preserve		Heritage
205	<i>E. sideroxylon</i>	<i>Red Ironbark</i>	18	2	Removal recommended; high risk tree; significant lean, overgrown and may damage building; very poor structure and has had numerous limb failures; located near walkways and pose a danger to residents	Preserve		Heritage

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206	<i>E. sideroxylon</i>	<i>Red Ironbark</i>	19	2	Removal recommended; high risk tree; significant lean, overgrown and may damage building; very poor structure and has had numerous limb failures; located near walkways and pose a danger to residents	Remove	Structural/Health	Heritage
207	<i>Prunus caroliniana</i>	<i>Carolina Cherry</i>	9	3	Healthy tree, but heavy ended	Preserve		Non-heritage
208	<i>Cinnamomum camphora</i>	<i>Camphor</i>	15	3	Healthy tree, but heavy ended	Preserve		Heritage
209	<i>Magnolia grandiflora</i>	<i>Magnolia</i>	14	3	Good health, vigor and structure	Preserve		Non-heritage
210	<i>Prunus cerasifera</i>	<i>Plum</i>	10	3	Good health, very poor structure	Remove	Construction	Non-heritage
211	<i>Magnolia grandiflora</i>	<i>Magnolia</i>	9	1	Removal recommended; tree shows large amounts of die back; declining due to lack of light and overcrowding	Remove	Structural/Health	Non-heritage
212	<i>Magnolia grandiflora</i>	<i>Magnolia</i>	10	1	Removal recommended; tree shows large amounts of die back; declining due to lack of light and overcrowding	Remove	Structural/Health	Non-heritage
213	<i>Prunus cerasifera</i>	<i>Plum</i>	10	3	Good health; but overcrowded and overgrown	Remove	Construction	Non-heritage
214	<i>Platanus hispanica</i>	<i>Sycamore</i>	18	2	Removal recommended; tree is one-sided; overgrown and lifting the sidewalk; located too close to building and will soon cause damage to foundation.	Preserve		Heritage
215	<i>Platanus hispanica</i>	<i>Sycamore</i>	13	2	Removal recommended; tree is one-sided; overgrown and lifting the sidewalk; located too close to building and will soon cause damage to foundation.	Preserve		Non-heritage

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216	<i>Platanus hispanica</i>	<i>Sycamore</i>	15	2	Removal recommended; tree is one-sided; overgrown and lifting the sidewalk; located too close to building and will soon cause damage to foundation.	Preserve		Heritage
217	<i>Platanus hispanica</i>	<i>Sycamore</i>	11	2	Removal recommended; tree is one-sided; overgrown and lifting the sidewalk; located too close to building and will soon cause damage to foundation.	Preserve		Non-heritage
218	<i>Platanus hispanica</i>	<i>Sycamore</i>	20	2	Removal recommended; tree is one-sided; overgrown and lifting the sidewalk; located too close to building and will soon cause damage to foundation.	Preserve		Heritage
219	<i>Prunus cerasifera</i>	<i>Plum</i>	6	1	Removal recommended; poor structure, canopy looks poor; not aesthetically pleasing.	Remove	Structural/Health	Non-heritage
220	<i>Prunus cerasifera</i>	<i>Plum</i>	12	2	Healthy and vigorous; fair structure	Remove	Structural/Health	Non-heritage
221	<i>Ulmus parvifolia</i>	<i>Chinese Elm</i>	10	3	Healthy and vigorous; but very heavy ends	Preserve		Non-heritage
222	<i>Ulmus parvifolia</i>	<i>Chinese Elm</i>	15	3	Health and vigorous; but very heavy ends	Preserve		Heritage
223	<i>Ulmus parvifolia</i>	<i>Chinese Elm</i>	11	3	Healthy and vigorous; but very heavy ends	Preserve		Non-heritage
224	<i>Ulmus parvifolia</i>	<i>Chinese Elm</i>	11	3	Healthy and vigorous; but very heavy ends	Preserve		Non-heritage
225	<i>Platanus hispanica</i>	<i>Sycamore</i>	21	3	Tree is healthy; but overgrown	Preserve		Heritage
226	<i>Platanus hispanica</i>	<i>Sycamore</i>	17	3	Tree is healthy; but overgrown	Preserve		Heritage
227	<i>Platanus hispanica</i>	<i>Sycamore</i>	8	1	Removal recommended; overcrowded, and poor structure; should be removed so others can grow	Preserve		Non-heritage

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228	<i>Platanus hispanica</i>	<i>Sycamore</i>	22	3	Healthy tree with long heavy branches	Preserve		Heritage
229	<i>Platanus hispanica</i>	<i>Sycamore</i>	21	3	Healthy tree with long heavy branches	Preserve		Heritage
230	<i>Platanus hispanica</i>	<i>Sycamore</i>	10	1	Removal recommended; overcrowded, and poor structure; should be removed so others can grow	Preserve		Non-heritage
231	<i>Platanus hispanica</i>	<i>Sycamore</i>	16	3	Large healthy tree	Preserve		Heritage
232	<i>Platanus hispanica</i>	<i>Sycamore</i>	19	3	Large healthy tree	Preserve		Heritage
233	<i>Quercus lobata</i>	<i>Valley Oak</i>	11	3	Young healthy tree; one-sided, due to overcrowding	Preserve		Heritage
234	<i>Quercus lobata</i>	<i>Valley Oak</i>	10	3	Young healthy tree; one-sided, due to overcrowding	Preserve		Heritage
235	<i>Quercus lobata</i>	<i>Valley Oak</i>	10	3	Young healthy tree; one-sided, due to overcrowding	Preserve		Heritage
236	<i>Prunus caroliniana</i>	<i>Carolina Cherry</i>	9	3	Removal recommended; overcrowded, and poor structure; should be removed so others can grow	Preserve		Non-heritage
237	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	19	3	Healthy tree, but has heavy ends	Preserve		Heritage
238	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	15	3	Healthy tree, but has heavy ends	Preserve		Heritage
239	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	13	3	Healthy tree, but has heavy ends	Preserve		Non-heritage
240	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	13	3	Removal recommended; bad case of included bark; located too close to drain and is causing damage to pipes.	Remove	Structural/Health	Non-heritage
241	<i>Betula pendula</i>	<i>White Birch</i>	8	3	Tree died, removed summer of 2013			
242	<i>Betula pendula</i>	<i>White Birch</i>	6	3	Tree died, removed summer of 2013			
243	<i>Pyrus kawakamii</i>	<i>Evergreen Pear</i>	9	3	Healthy, but overgrown	Remove	Construction	Non-heritage
244	<i>Pyrus kawakamii</i>	<i>Evergreen Pear</i>	10	3	Healthy, but overgrown	Remove	Construction	Non-heritage
245	<i>Pyrus kawakamii</i>	<i>Evergreen Pear</i>	8	3	Healthy, but overgrown	Remove	Construction	Non-heritage
246	<i>Ulmus parvifolia</i>	<i>Chinese Elm</i>	17	3	Healthy tree, poor structure	Remove	Construction	Heritage



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247	<i>Pyrus kawakamii</i>	<i>Evergreen Pear</i>	10	3	Good health and vigor, poor structure	Remove	Construction	Non-heritage
248	<i>Pinus pinea</i>	<i>Stone Pine</i>	32	4	Healthy tree, but heavy on ends	Preserve		Heritage
249	<i>Pinus pinea</i>	<i>Stone Pine</i>	29	4	Healthy tree, but heavy on ends	Preserve		Heritage
250	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	13	3	Healthy tree; good structure, ends are weighted	Preserve		Non-heritage
251	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	9	3	Healthy tree, good structure, ends are weighted	Preserve		Non-heritage
252	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	12	3	Healthy tree, good structure, ends are weighted	Preserve		Non-heritage
253	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	11	3	Healthy tree, good structure, ends are weighted	Preserve		Non-heritage
254	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	10	1	Removal recommended; tree shows signs of root decay may be due to over-watering	Remove	Structural/Health	Non-heritage
255	<i>Quercus lobata</i>	<i>Valley Oak</i>	36	3	Old healthy tree; heavy on one side	Preserve		Heritage
256	<i>Platanus hispanica</i>	<i>Sycamore</i>	18	3	Large healthy tree; good structure	Preserve		Heritage
257	<i>Platanus hispanica</i>	<i>Sycamore</i>	9	2	Removal recommended; small overcrowded tree with poor structure; should be removed to allow others to grow.	Preserve		Non-heritage
258	<i>Platanus hispanica</i>	<i>Sycamore</i>	13	3	Healthy tree with long ends	Preserve		Non-heritage
259	<i>Platanus hispanica</i>	<i>Sycamore</i>	15	3	Healthy tree with long ends	Preserve		Heritage
260	<i>Platanus hispanica</i>	<i>Sycamore</i>	10	3	Removal recommended; small overcrowded tree with poor structure; should be removed to allow others to grow.	Preserve		Non-heritage
261	<i>Platanus hispanica</i>	<i>Sycamore</i>	7	2	Removal recommended; small overcrowded tree with poor structure; should be removed to allow others to grow.	Preserve		Non-heritage
262	<i>Platanus hispanica</i>	<i>Sycamore</i>	15	3	Healthy tree overcrowding others	Preserve		Heritage

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263	<i>Platanus hispanica</i>	<i>Sycamore</i>	8	2	Removal recommended; small overcrowded tree with poor structure; should be removed to allow others to grow.	Preserve		Non-heritage
264	<i>Pinus radiata</i>	<i>Monterey Pine</i>	28	3	Removal recommended; located too close to building and is causing damage to the foundation, pipes, and walkways.	Preserve		Heritage
265	<i>Platanus hispanica</i>	<i>Sycamore</i>	20	3	Healthy tree one-sided due to crowding	Preserve		Heritage
266	<i>Platanus hispanica</i>	<i>Sycamore</i>	15	3	Healthy tree one-sided due to crowding	Preserve		Heritage
267	<i>Platanus hispanica</i>	<i>Sycamore</i>	15	3	Healthy tree one-sided due to crowding	Preserve		Heritage
268	<i>Prunus cerasifera</i>	<i>Plum</i>	8	3	Healthy tree one-sided due to crowding	Remove	Construction	Non-heritage
269	<i>Platanus hispanica</i>	<i>Sycamore</i>	18	3	Removal recommended; showing signs of trunk decay; lifting sidewalk.	Preserve		Heritage
270	<i>Platanus hispanica</i>	<i>Sycamore</i>	14	3	Some trunk decay	Preserve		Non-heritage
271	<i>Platanus hispanica</i>	<i>Sycamore</i>	14	3	Large tree one-sided	Preserve		Non-heritage
272	<i>Platanus hispanica</i>	<i>Sycamore</i>	15	3	Large tree one-sided	Preserve		Heritage
273	<i>Prunus cerasifera</i>	<i>Plum</i>	8	3	Healthy tree, but over crowded with poor structure	Remove	Construction	Non-heritage
274	<i>Platanus hispanica</i>	<i>Sycamore</i>	15	3	Healthy tree, but overgrown	Preserve		Heritage
275	<i>Platanus hispanica</i>	<i>Sycamore</i>	13	3	Healthy tree, but overgrown	Preserve		Non-heritage
276	<i>Platanus hispanica</i>	<i>Sycamore</i>	14	3	Healthy tree, but overgrown	Preserve		Non-heritage
277	<i>Pinus radiata</i>	<i>Monterey Pine</i>	31	2	Showing signs of decline	Preserve		Heritage
278	<i>Sequoia sempervirens</i>	<i>Redwood</i>	25	3	Young healthy tree; a little overcrowded	Preserve		Heritage
279	<i>Sequoia sempervirens</i>	<i>Redwood</i>	25	3	Young healthy tree; a little overcrowded	Preserve		Heritage

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280	<i>Sequoia sempervirens</i>	<i>Redwood</i>	22	3	Young healthy tree, a little over crowded	Preserve		Heritage
281	<i>Sequoia sempervirens</i>	<i>Redwood</i>	19	3	Young healthy tree, a little over crowded	Preserve		Heritage
282	<i>Sequoia sempervirens</i>	<i>Redwood</i>	20	3	Young healthy tree, a little over crowded	Preserve		Heritage
283	<i>Sequoia sempervirens</i>	<i>Redwood</i>	18	3	Young healthy tree, a little over crowded	Preserve		Heritage
284	<i>Sequoia sempervirens</i>	<i>Redwood</i>	7	1	Removal recommended; small over-crowded tree; should be removed to allow others to grow	Preserve		Non-heritage
285	<i>Platanus hispanica</i>	<i>Sycamore</i>	17	3	Healthy tree with good structure, but lifting sidewalk	Preserve		Heritage
286	<i>Platanus hispanica</i>	<i>Sycamore</i>	14	3	Healthy tree with good structure, but lifting sidewalk	Preserve		Non-heritage
287	<i>Platanus hispanica</i>	<i>Sycamore</i>	15	3	Healthy tree with good structure, but lifting sidewalk	Preserve		Heritage
288	<i>Platanus hispanica</i>	<i>Sycamore</i>	11	3	Healthy tree with good structure, but lifting sidewalk	Preserve		Non-heritage
289	<i>Platanus hispanica</i>	<i>Sycamore</i>	15	3	Healthy tree with good structure, but lifting sidewalk	Preserve		Heritage
290	<i>Prunus cerasifera</i>	<i>Plum</i>	6	3	Young healthy tree, but overcrowded	Remove	Construction	Non-heritage
291	<i>Prunus cerasifera</i>	<i>Plum</i>	10	3	Young healthy tree, but overcrowded	Remove	Construction	Non-heritage
292	<i>Quercus lobata</i>	<i>Valley Oak</i>	29	3	Removal recommended; growing into parking garage and could cause damage to the structure.	Preserve		Heritage
293	<i>Platanus hispanica</i>	<i>Sycamore</i>	13	2	Showing signs of die back	Preserve		Non-heritage
294	<i>Acacia melanoxylon</i>	<i>Acacia</i>	17	1	Removal recommended; tree has lost large limbs in the past and structure shows it will lose many more in the future; is a danger to residents.	Remove	Structural/Health	Heritage

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295	<i>Acacia melanoxylon</i>	<i>Black Acacia</i>	21	1	Removal recommended; tree has lost large limbs in the past and structure shows it will lose many more in the future; is a danger to residents.	Remove	Structural/Health	Heritage
296	<i>Eucalyptus spp.</i>	<i>Gum</i>	22	2	Removal recommended; poor structure; tree has very few branches due to overcrowding and is too close to building; removal will allow for planting of a more suitable species.	Remove	Structural/Health	Heritage
297	<i>Eucalyptus spp.</i>	<i>Gum</i>	16	2	Removal recommended; poor structure; tree has very few branches due to overcrowding and is too close to building; removal will allow for planting of a more suitable species.	Remove	Structural/Health	Heritage
298	<i>Pinus radiata</i>	<i>Monterey Pine</i>	28	2	Removal recommended; has a heavy lean over parking garage and is at risk of failure.	Remove	Structural/Health	Heritage
299	<i>Pinus radiata</i>	<i>Monterey Pine</i>	35	2	Removal recommended; has a bad lean and could fail; located far too close to drain and is causing damage to pipes and walkways.	Preserve		Heritage
300	<i>Pinus radiata</i>	<i>Monterey Pine</i>	22	2	Healthy tree, minor deadwood	Preserve		Heritage
301	<i>Pinus radiata</i>	<i>Monterey Pine</i>	26	2	Healthy tree, minor deadwood	Preserve		Heritage
302	<i>Ulmus parvifolia</i>	<i>Chinese Elm</i>	12	2	Removal recommended; healthy tree with a significant lean; showing signs of uprooting	Remove	Structural/Health	Non-heritage
303	<i>Ulmus parvifolia</i>	<i>Chinese Elm</i>	13	3	Tree is healthy, but heavy ended	Remove	Construction	Non-heritage
304	<i>Betula pendula</i>	<i>White Birch</i>	11	3	Healthy tree, a little overcrowded; needs structure	Preserve		Non-heritage
305	<i>Betula pendula</i>	<i>White Birch</i>	11	3	Healthy tree, a little overcrowded; needs structure	Preserve		Non-heritage
306	<i>Betula pendula</i>	<i>White Birch</i>	10	3	Healthy tree, a little overcrowded; needs structure	Preserve		Non-heritage
307	<i>Betula pendula</i>	<i>White Birch</i>	12	3	Healthy tree, a little overcrowded; needs structure	Preserve		Non-heritage

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308	<i>Platanus hispanica</i>	<i>Sycamore</i>	18	3	Healthy tree; but overgrown on garage side	Preserve		Heritage
309	<i>Platanus hispanica</i>	<i>Sycamore</i>	12	3	Healthy tree, but overgrown	Preserve		Non-heritage
310	<i>Platanus hispanica</i>	<i>Sycamore</i>	11	3	Healthy tree, but overgrown	Preserve		Non-heritage
311	<i>Platanus hispanica</i>	<i>Sycamore</i>	12	3	Healthy tree, but overgrown	Preserve		Non-heritage
312	<i>Platanus hispanica</i>	<i>Sycamore</i>	15	3	Healthy tree, but overgrown	Preserve		Heritage
313	<i>Platanus hispanica</i>	<i>Sycamore</i>	9	3	Healthy tree, but overgrown	Preserve		Non-heritage
314	<i>Platanus hispanica</i>	<i>Sycamore</i>	15	3	Healthy tree, but overgrown	Preserve		Heritage
315	<i>Quercus lobata</i>	<i>Valley Oak</i>	27	2	Removal recommended; tree is overcrowded and growing into parking structure.	Remove	Construction	Heritage
316	<i>Quercus lobata</i>	<i>Valley Oak</i>	33	2	Good health; but shows signs of trunk decay	Preserve		Heritage
317	<i>Platanus hispanica</i>	<i>Sycamore</i>	15	3	Large healthy tree, but overcrowded; ends of branches need reduction	Remove	Construction	Heritage
318	<i>Platanus hispanica</i>	<i>Sycamore</i>	16	3	Large healthy tree, but overcrowded; ends of branches need reduction	Preserve		Heritage
319	<i>Platanus hispanica</i>	<i>Sycamore</i>	17	3	Large healthy tree, but overcrowded; ends of branches need reduction	Preserve		Heritage
320	<i>Platanus hispanica</i>	<i>Sycamore</i>	21	3	Large healthy tree, but overcrowded; ends of branches need reduction	Preserve		Heritage
321	<i>Betula pendula</i>	<i>White Birch</i>	5	2	Young tree, over crowded	Preserve		Non-heritage
322	<i>Betula pendula</i>	<i>White Birch</i>	10	3	Young tree, over crowded	Preserve		Non-heritage
323	<i>Betula pendula</i>	<i>White Birch</i>	6	3	Young tree, over crowded	Preserve		Non-heritage
324	<i>E. polyanthemos</i>	<i>Silver Dollar Eucalyptus</i>	20	2	Removal recommended; tree has been topped in the past, therefore attachments are poor; located over a walkway and is a danger to residents	Preserve		Heritage

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325	<i>E. polyanthemos</i>	<i>Silver Dollar Eucalyptus</i>	22	2	Removal recommended; tree has been topped in the past, therefore attachments are poor; located over a walkway and is a danger to residents	Preserve		Heritage
326	<i>Betula pendula</i>	<i>White Birch</i>	9	3	Healthy tree, but overgrown	Preserve		Non-heritage
327	<i>Betula pendula</i>	<i>White Birch</i>	6	3	Healthy tree, but overgrown	Preserve		Non-heritage
328	<i>Betula pendula</i>	<i>White Birch</i>	6	3	Healthy tree, but overgrown	Preserve		Non-heritage
329	<i>Betula pendula</i>	<i>White Birch</i>	6	3	Healthy tree, but overgrown	Preserve		Non-heritage
330	<i>Betula pendula</i>	<i>White Birch</i>	7	3	Healthy tree; heavy ends	Preserve		Non-heritage
331	<i>Betula pendula</i>	<i>White Birch</i>	10	3	Healthy tree; heavy ends	Preserve		Non-heritage
332	<i>Betula pendula</i>	<i>White Birch</i>	11	3	Healthy tree; heavy ends	Preserve		Non-heritage
333	<i>Betula pendula</i>	<i>White Birch</i>	12	3	Healthy tree; heavy ends	Preserve		Non-heritage
334	<i>E. polyanthemos</i>	<i>Silver Dollar Eucalyptus</i>	10	2	Removal recommended; poorly structured tree, has been topped; recommend starting over with a new tree	Remove	Structural/Health	Non-heritage
335	<i>Fraxinus uhdei</i>	<i>Shamel Ash</i>	13	2	Thin tree due to building clearance	Remove	Construction	Non-heritage
336	<i>Fraxinus uhdei</i>	<i>Shamel Ash</i>	12	1	Thin tree due to building clearance	Remove	Construction	Non-heritage
337	<i>Fraxinus uhdei</i>	<i>Shamel Ash</i>	23	1	Thin tree due to building clearance	Preserve		Heritage
338	<i>Fraxinus uhdei</i>	<i>Shamel Ash</i>	20	1	Thin tree due to building clearance	Preserve		Heritage
339	<i>Fraxinus uhdei</i>	<i>Shamel Ash</i>	17	1	Thin tree due to building clearance	Preserve		Heritage
340	<i>Fraxinus uhdei</i>	<i>Shamel Ash</i>	17	1	Thin tree due to building clearance	Preserve		Heritage
341	<i>Sequoia sempervirens</i>	<i>Redwood</i>	12	1	Young healthy tree	Preserve		Non-heritage
342	<i>Pinus radiata</i>	<i>Monterey Pine</i>	42	2	Removal recommended; tree is in decline; too large for its location and is lifting sidewalk; falling cones pose a danger over the pool area	Preserve		Heritage

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343	<i>Pinus radiata</i>	<i>Monterey Pine</i>	27	2	Removal recommended; tree is in decline; too large for its location and is lifting sidewalk; falling cones pose a danger over the pool area; too close to building and causing damage to foundation and pipes	Preserve		Heritage
344	<i>Pinus radiata</i>	<i>Monterey Pine</i>	27	2	Removal recommended; tree is in decline; too large for its location and is lifting sidewalk; falling cones pose a danger over the pool area; too close to building and causing damage to foundation and pipes	Preserve		Heritage
345	<i>Pyrus kawakamii</i>	<i>Evergreen Pear</i>	7	3	Young healthy tree; needs end-weight reduction	Remove	Construction	Non-heritage
346	<i>Pyrus calleryana</i>	<i>Bradford Pear</i>	8	3	Young healthy tree; needs end-weight reduction	Remove	Construction	Non-heritage
347	<i>Prunus cerasifera</i>	<i>Plum</i>	4	3	Young healthy tree; needs end-weight reduction	Remove	Construction	Non-heritage
348	<i>Prunus cerasifera</i>	<i>Plum</i>	4	3	Young healthy tree; needs end-weight reduction	Remove	Construction	Non-heritage
349	<i>Pyrus kawakamii</i>	<i>Evergreen Pear</i>	9	3	Young healthy tree; needs end-weight reduction	Remove	Construction	Non-heritage
350	<i>Fraxinus uhdei</i>	<i>Shamel Ash</i>	18	1	Removal recommended; Tree is heavy on the ends due to building clearance	Remove	Structural/Health	Heritage
351	<i>Fraxinus uhdei</i>	<i>Shamel Ash</i>	28	1	Removal recommended; Tree is heavy on the ends due to building clearance	Remove	Structural/Health	Heritage
352	<i>Fraxinus uhdei</i>	<i>Shamel Ash</i>	15	1	Removal recommended; Tree is heavy on the ends due to building clearance	Remove	Structural/Health	Heritage
353	<i>Fraxinus uhdei</i>	<i>Shamel Ash</i>	15	1	Removal recommended; Tree is heavy on the ends due to building clearance	Remove	Structural/Health	Heritage
354	<i>Fraxinus uhdei</i>	<i>Shamel Ash</i>	25	1	Removal recommended; Tree is heavy on the ends due to building clearance	Remove	Structural/Health	Heritage



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355	<i>Fraxinus uhdei</i>	<i>Shamel Ash</i>	17	1	Removal recommended; Tree is heavy on the ends due to building clearance	Preserve		Heritage
356	<i>Pinus radiata</i>	<i>Monterey Pine</i>	35	2	Removal recommended; tree is much too large for its location and is damaging sidewalk, pipes, and garage; poses a danger to residents	Remove	Structural/Health	Heritage
357	<i>Betula pendula</i>	<i>White Birch</i>	7	3	Young healthy tree	Remove	Construction	Non-heritage
358	<i>Betula pendula</i>	<i>White Birch</i>	10	3	Young healthy tree	Preserve		Non-heritage
359	<i>Betula pendula</i>	<i>White Birch</i>	9	3	Young healthy tree	Preserve		Non-heritage
360	<i>Betula pendula</i>	<i>White Birch</i>	11	3	Good health and vigor, however heavy on tops	Preserve		Non-heritage
361	<i>Betula pendula</i>	<i>White Birch</i>	11	1	Good health and vigor, however heavy on tops	Preserve		Non-heritage
362	<i>Betula pendula</i>	<i>White Birch</i>	9	3	Good health and vigor, however heavy on tops	Preserve		Non-heritage
363	<i>Betula pendula</i>	<i>White Birch</i>	6	3	Good health and vigor, however heavy on tops	Preserve		Non-heritage
364	<i>Betula pendula</i>	<i>White Birch</i>	10	3	Good health and vigor, however heavy on tops	Preserve		Non-heritage
365	<i>Quercus alba</i>	<i>White Oak</i>	21	3	Healthy tree, however, looks thin	Preserve		Heritage
366	<i>Quercus alba</i>	<i>White Oak</i>	21	3	Removal recommended; healthy tree, however it is growing into the building and will soon damage it.	Preserve		Heritage
367	<i>Betula pendula</i>	<i>White Birch</i>	10	3	Healthy tree, needs structure	Preserve		Non-heritage
368	<i>Betula pendula</i>	<i>White Birch</i>	9	3	Healthy tree, needs structure	Remove	Construction	Non-heritage
369	<i>Betula pendula</i>	<i>White Birch</i>	6	3	Healthy tree, needs structure	Remove	Construction	Non-heritage
370	<i>Betula pendula</i>	<i>White Birch</i>	9	3	Healthy tree, needs structure	Remove	Construction	Non-heritage
371	<i>Betula pendula</i>	<i>White Birch</i>	8	3	Healthy tree, needs structure	Remove	Construction	Non-heritage
372	<i>E. polyanthemos</i>	<i>Silver Dollar Eucalyptus</i>	14	2	Removal recommended; tree is a poor example of species, it has been topped in the past and is in a poor location; falling branches pose a danger to residents.	Remove	Structural/Health	Non-heritage

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373	<i>E. polyanthemos</i>	<i>Silver Dollar Eucalyptus</i>	16	2	Removal recommended; tree is a poor example of species, it has been topped in the past and is in a poor location; falling branches pose a danger to residents.	Remove	Structural/Health	Heritage
374	<i>Betula pendula</i>	<i>White Birch</i>	5	2	Young tree in decline	Remove	Construction	Non-heritage
375	<i>Betula pendula</i>	<i>White Birch</i>	6	2	Young tree in decline	Remove	Construction	Non-heritage
376	<i>Betula pendula</i>	<i>White Birch</i>	6	2	Tree died, removed summer of 2013			
377	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	10	3	Healthy tree with significant end-weight	Preserve		Non-heritage
378	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	11	3	Healthy tree with significant end-weight	Preserve		Non-heritage
379	<i>Liriodendron tulipifera</i>	<i>Tulip Tree</i>	10	3	Healthy tree with significant end-weight	Preserve		Non-heritage
380	<i>Betula pendula</i>	<i>White Birch</i>	12	3	Healthy tree with significant end-weight	Remove	Construction	Non-heritage
381	<i>Betula pendula</i>	<i>White Birch</i>	6	3	Healthy tree with significant end-weight	Remove	Construction	Non-heritage
382	<i>Betula pendula</i>	<i>White Birch</i>	5	3	Healthy tree with significant end-weight	Remove	Construction	Non-heritage
383	<i>Betula pendula</i>	<i>White Birch</i>	9	3	Healthy tree with significant end-weight	Remove	Construction	Non-heritage
384	<i>Sequoia sempervirens</i>	<i>Redwood</i>	31	4	Healthy, well-structured tree	Preserve		Heritage
385	<i>Sequoia sempervirens</i>	<i>Redwood</i>	21	4	Healthy, well-structured tree	Preserve		Heritage
386	<i>Sequoia sempervirens</i>	<i>Redwood</i>	14	4	Healthy, well-structured tree	Preserve		Non-heritage
387	<i>Sequoia sempervirens</i>	<i>Redwood</i>	27	4	Healthy, well-structured tree	Preserve		Heritage
388	<i>Sequoia sempervirens</i>	<i>Redwood</i>	14	4	Healthy, well-structured tree	Preserve		Non-heritage
389	<i>Sequoia sempervirens</i>	<i>Redwood</i>	15	4	Healthy, well-structured tree	Preserve		Heritage
390	<i>Betula pendula</i>	<i>White Birch</i>	14	3	Healthy tree, somewhat lacking in vigor	Remove	Construction	Non-heritage

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391	<i>Pinus radiata</i>	<i>Monterey Pine</i>	32	2	Large tree, with good structure	Preserve		Heritage
392	<i>Platanus hispanica</i>	<i>Sycamore</i>	10	3	Healthy tree, but overgrown and crowded	Preserve		Non-heritage
393	<i>Platanus hispanica</i>	<i>Sycamore</i>	9	3	Healthy tree, but overgrown and crowded	Preserve		Non-heritage
394	<i>Platanus hispanica</i>	<i>Sycamore</i>	9	3	Healthy tree, but overgrown and crowded	Preserve		Non-heritage
395	<i>Platanus hispanica</i>	<i>Sycamore</i>	14	3	Healthy tree, but overgrown and crowded	Preserve		Non-heritage
396	<i>Platanus hispanica</i>	<i>Sycamore</i>	13	3	Healthy tree, but overgrown and crowded	Preserve		Non-heritage
397	<i>Platanus hispanica</i>	<i>Sycamore</i>	9	3	Healthy tree, but overgrown and crowded	Preserve		Non-heritage
398	<i>Platanus hispanica</i>	<i>Sycamore</i>	9	3	Healthy tree, but overgrown	Preserve		Non-heritage
399	<i>Platanus hispanica</i>	<i>Sycamore</i>	9	3	Healthy tree, but overgrown and crowded	Preserve		Non-heritage
400	<i>Platanus hispanica</i>	<i>Sycamore</i>	14	3	Healthy tree, but overgrown and crowded	Preserve		Non-heritage
401	<i>Pittosporum eugenioides</i>	<i>Pittosporum</i>	10	3	Good health; has good structure	Remove	Construction	Non-heritage
402	<i>E.sideroxylon</i>	<i>Red Ironbark</i>	24	3	Removal recommended; much too large for its location; there is a risk of limb failure due to poor structure and is a danger to residents.	Remove	Structural/Health	Heritage
403	<i>Ulmus parvifolia</i>	<i>Chinese Elm</i>	13	3	Tree is overcrowded by the Euc. behind	Remove	Construction	Non-heritage
404	<i>Ulmus parvifolia</i>	<i>Chinese Elm</i>	12	3	Tree is overcrowded by the Euc. behind	Remove	Construction	Non-heritage
405	<i>E. polyanthemos</i>	<i>Silver Dollar Eucalyptus</i>	32	1	Removal recommended; much too large for its location; there is a risk of limb failure due to poor structure and is a danger to residents.	Remove	Structural/Health	Heritage

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406	<i>E. polyanthemos</i>	<i>Silver Dollar Eucalyptus</i>	20	1	Removal recommended; overcrowded; tree has been topped therefore structure is poor and poses a danger to the patios below.	Preserve		Heritage
407	<i>E. polyanthemos</i>	<i>Silver Dollar Eucalyptus</i>	16	1	Removal recommended; overcrowded; tree has been topped therefore structure is poor and poses a danger to the patios below.	Preserve		Heritage
408	<i>E. polyanthemos</i>	<i>Silver Dollar Eucalyptus</i>	22	1	Removal recommended; overcrowded; tree has been topped therefore structure is poor and poses a danger to the patios below.	Preserve		Heritage
409	<i>E. polyanthemos</i>	<i>Silver Dollar Eucalyptus</i>	17	1	Removal recommended; overcrowded; tree has been topped therefore structure is poor and poses a danger to the patios below.	Preserve		Heritage
410	<i>Pinus radiata</i>	<i>Monterey Pine</i>	31	2	Removal recommended; tree appears to be in decline and is damaging walkway, creating a trip hazard.	Preserve		Heritage
411	<i>E.sideroxylon</i>	<i>Red Ironbark</i>	27	2	Removal recommended; much too large for its location; there is a risk of limb failure due to poor structure and is a danger to residents.	Remove	Structural/Health	Heritage
412	<i>E.sideroxylon</i>	<i>Red Ironbark</i>	31	2	Removal recommended; much too large for its location; there is a risk of limb failure due to poor structure and is a danger to residents.	Remove	Structural/Health	Heritage
413	<i>Prunus cerasifera</i>	<i>Plum</i>	9	3	Tree is healthy and young	Remove	Construction	Non-heritage
414	<i>Prunus cerasifera</i>	<i>Plum</i>	10	3	Tree is healthy and young	Remove	Construction	Non-heritage
415	<i>Pittosporum eugenioides</i>	<i>Pittosporum</i>	10	3	Good health, but overgrown	Remove	Construction	Non-heritage

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416	<i>Pittosporum eugenioides</i>	<i>Pittosporum</i>	10	3	Good health, but overgrown	Remove	Construction	Non-heritage
417	<i>E. polyanthemos</i>	<i>Silver Dollar Eucalyptus</i>	17	3	Removal recommended; tree is a poor example of species, it has been topped in the past and is in a poor location; falling branches pose a danger to residents.	Remove	Structural/Health	Heritage
418	<i>Juniperus chinensis</i>	<i>Juniper</i>	10	3	Good health and vigor	Remove	Construction	Non-heritage
419	<i>Quercus ilex</i>	<i>Holly Oak</i>	11	4	Tree is one-sided due to overcrowding	Preserve		Non-heritage
420	<i>Quercus agrifolia</i>	<i>Live Oak</i>	19	2	Tree is overcrowded and thin	Preserve		Heritage
421	<i>Quercus agrifolia</i>	<i>Live Oak</i>	12	2	Tree is overcrowded and thin	Preserve		Heritage
422	<i>Pinus radiata</i>	<i>Monterey Pine</i>	33	2	Removal recommended; tree appears to be in decline and is damaging walkway, creating a trip hazard.	Preserve		Heritage
423	<i>Pinus radiata</i>	<i>Monterey Pine</i>	27	2	Tree is well pruned, but a little thin	Preserve		Heritage
424	<i>Pinus radiata</i>	<i>Monterey Pine</i>	29	2	Tree is well pruned, but a little thin	Preserve		Heritage
425	<i>Platanus hispanica</i>	<i>Sycamore</i>	10	3	Healthy tree, but branches too long	Preserve		Non-heritage
426	<i>Platanus hispanica</i>	<i>Sycamore</i>	14	3	Healthy tree, but branches too long	Preserve		Non-heritage
427	<i>Platanus hispanica</i>	<i>Sycamore</i>	14	3	Healthy tree, but branches too long	Preserve		Non-heritage
428	<i>Platanus hispanica</i>	<i>Sycamore</i>	9	3	Healthy tree, but branches too long	Preserve		Non-heritage
429	<i>Platanus hispanica</i>	<i>Sycamore</i>	13	3	Healthy tree, but branches too long	Preserve		Non-heritage
430	<i>Platanus hispanica</i>	<i>Sycamore</i>	11	3	Healthy tree, but branches too long	Preserve		Non-heritage
431	<i>Platanus hispanica</i>	<i>Sycamore</i>	9	3	Healthy tree, but branches too long	Preserve		Non-heritage
432	<i>Platanus hispanica</i>	<i>Sycamore</i>	13	3	Healthy tree, but branches too long	Preserve		Non-heritage
433	<i>Platanus hispanica</i>	<i>Sycamore</i>	18	3	Healthy tree, but branches too long	Preserve		Heritage

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434	<i>Platanus hispanica</i>	<i>Sycamore</i>	16	3	Healthy tree, but branches too long	Preserve		Heritage
435	<i>Platanus hispanica</i>	<i>Sycamore</i>	14	3	Good health and vigor, in need of structure prune	Preserve		Non-heritage
436	<i>Platanus hispanica</i>	<i>Sycamore</i>	13	3	Good health and vigor, in need of structure prune	Preserve		Non-heritage
437	<i>Platanus hispanica</i>	<i>Sycamore</i>	12	3	Good health and vigor, in need of structure prune	Preserve		Non-heritage
438	<i>Platanus hispanica</i>	<i>Sycamore</i>	8	3	Good health and vigor, in need of structure prune	Preserve		Non-heritage
439	<i>Populus tremula</i>	<i>Cottonwood Poplar</i>	23	2	Large tree over park areas, heavy ends	Preserve		Heritage
440	<i>Populus tremula</i>	<i>Cottonwood Poplar</i>	26	2	Large tree over park areas, heavy ends	Preserve		Heritage
441	<i>Populus tremula</i>	<i>Cottonwood Poplar</i>	23	2	Large tree over park areas, heavy ends	Preserve		Heritage
442	<i>Malus floribunda</i>	<i>Crab Apple</i>	8	3	Young, vigorous tree	Remove	Construction	Non-heritage
443	<i>Malus floribunda</i>	<i>Crab Apple</i>	8	3	Young, vigorous tree	Remove	Construction	Non-heritage
444	<i>Malus floribunda</i>	<i>Crab Apple</i>	6	3	Young, vigorous tree	Remove	Construction	Non-heritage
445	<i>Malus floribunda</i>	<i>Crab Apple</i>	10	3	Young, vigorous tree	Remove	Construction	Non-heritage
446	<i>Betula pendula</i>	<i>White Birch</i>	6	3	Young, vigorous tree	Remove	Construction	Non-heritage
447	<i>Betula pendula</i>	<i>White Birch</i>	6	3	Young, vigorous tree	Remove	Construction	Non-heritage
448	<i>Betula pendula</i>	<i>White Birch</i>	10	3	Young, vigorous tree	Remove	Construction	Non-heritage
449	<i>Pinus radiata</i>	<i>Monterey Pine</i>	31	3	Included bark, fair health	Preserve		Heritage
450	<i>Pinus radiata</i>	<i>Monterey Pine</i>	26	1	Removal recommended; tree is declining and has severely included bark on the limb over garage.	Remove	Structural/Health	Heritage
451	<i>Platanus hispanica</i>	<i>Sycamore</i>	12	3	Good health, but needs to be structure pruned	Preserve		Non-heritage
452	<i>Platanus hispanica</i>	<i>Sycamore</i>	11	3	Good health, but needs to be structure pruned	Preserve		Non-heritage
453	<i>Platanus hispanica</i>	<i>Sycamore</i>	11	3	Good health, but needs to be structure pruned	Preserve		Non-heritage
454	<i>Platanus hispanica</i>	<i>Sycamore</i>	10	3	Good health, but needs to be structure pruned	Preserve		Non-heritage
455	<i>Platanus hispanica</i>	<i>Sycamore</i>	10	3	Good health, but needs to be structure pruned	Preserve		Non-heritage

Sharon Green Apartments  
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456	<i>Platanus hispanica</i>	<i>Sycamore</i>	11	3	Good health, but needs to be structure pruned	Preserve		Non-heritage
457	<i>Platanus hispanica</i>	<i>Sycamore</i>	11	3	Good health, but needs to be structure pruned	Preserve		Non-heritage
458	<i>Platanus hispanica</i>	<i>Sycamore</i>	13	3	Good health, but needs to be structure pruned	Preserve		Non-heritage
459	<i>Platanus hispanica</i>	<i>Sycamore</i>	13	3	Good health, but needs to be structure pruned	Preserve		Non-heritage
460	<i>Pinus radiata</i>	<i>Monterey Pine</i>	36	3	Good health and vigor	Preserve		Heritage
461	<i>Prunus caroliniana</i>	<i>Carolina Cherry</i>	6	3	Good health and vigor; however, tree has lean	Preserve		Non-heritage
462	<i>Quercus ilex</i>	<i>Holly Oak</i>	10	3	Good health and vigor; however, tree has lean	Preserve		Non-heritage
463	<i>Quercus lobata</i>	<i>Valley Oak</i>	33	3	Appears healthy, but is showing some trunk decay	Preserve		Heritage
464	<i>Pinus radiata</i>	<i>Monterey Pine</i>	27	2	Removal recommended; located much too close to building and is causing damage to foundation and pipes.	Preserve		Heritage

- Heritage Removal
- Heritage Construction Removal
- Non - Heritage Removal
- Tree formerly classified as Heritage Removal

**Heritage Trees for removal    42**

For further comments on these trees please see Sharon Green Re-evaluation 12-5-13



December 11, 2013

Mr. Kyle Perata, Planner  
City of Menlo Park  
Community Development Department  
701 Laurel Street  
Menlo Park, CA 94025

Re: Sharon Green Apartments  
Updated Arborist Report

Dear Mr. Perata,

As requested, Fujitrees Consulting (FTC) completed a peer review of the Heritage Tree Reevaluation Report, November 19, 2013; Tree Protection Measures, December 3, 2013 and the Updated Tree Inventory Report. These updated reports were submitted on behalf of the Sharon Green Apartments located at 350 Sharon Park Drive in the City of Menlo Park.

This peer review would be equivalent to the work typically conducted by the City Arborist for development projects. An earlier peer review conducted by FTC included a visit to the site and was submitted October 21, 2013

The FTC Assignment:

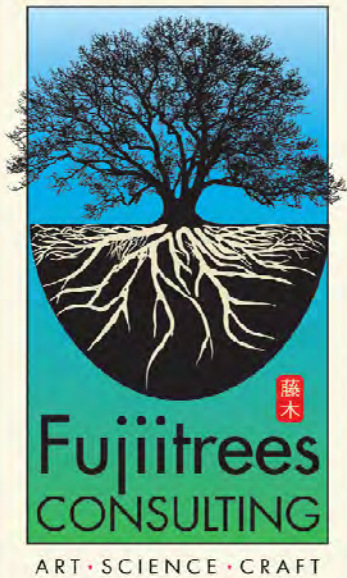
1. Review the Heritage Tree Reevaluation Report, November 19, 2013.
2. Review the Tree Protection Measures, December 3, 2013
3. Review the Updated Tree Inventory Report

### Background

The Applicant submitted a tree report to the City of Menlo Park dated August 23, 2013. After review of the submitted report the City requested the Applicant to reevaluate the Heritage trees proposed for removal for the purpose of preserving more Heritage trees.

### Findings

1. *Review the Heritage Tree Reevaluation Report, November 19, 2013.*  
FTC summarized the updated status of Heritage trees in the following table:



**Walt Fujii**

Consulting Arborist

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ISA Certified Arborist No. WE225/A  
PNW/ISA Certified Tree Risk Assessor No. 1182  
CA DPR Qualified Applicator Certificate No. 82521



### Summary of Reevaluated Heritage Trees

Proposed Tree Status	Count
Possible Trees for Preservation	23
Tree Removals for Poor Condition	31
Tree Removals for Construction	8
*Tree Removals for Fire Service	3
<b>Total Reevaluated Heritage Trees</b>	<b>65</b>

\*This is a new line item.

The above trees were cross checked for verification in the tree inventory.

*2. Review the Tree Protection Measures, December 3, 2013*

FTC comments for the Tree Protection Measures were submitted to City staff and relayed to the Project Arborist.

*3. Review the Updated Tree Inventory Report*


The Updated Tree Inventory contained corrections recommended by FTC but did not reflect the change of status summarized in the above table.

### Conclusion

After careful review of the Heritage Reevaluation Report, Tree Protection Measures and Updated Tree Inventory including verification of the tree data FTC has no further comment.

Submittal of this report completes the FTC assignment for this second Arborist peer review of the Sharon Green Apartments Project.

Respectfully,

  
Walter Fujii  
Consulting Arborist



Attachments: Certificate of Performance  
Terms and Conditions

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## Certification of Performance

That I have personally inspected the tree(s) and /or property referred to in this report and have stated my findings accurately. The extent of the evaluation and appraisal is stated in the attached report and the Terms and Conditions;

That I have no current or prospective interest in the vegetation or the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved;

That the analysis opinions and conclusions stated herein are my own and are based on current scientific procedures and facts;

That my compensation is not contingent upon the reporting of a predetermined conclusion that favors the cause of the client or any other party nor upon the results of the assessment the attainment of stipulated results or the occurrence of any subsequent events;

That my analysis opinions and conclusion were developed and this report has been prepared according to commonly accepted Arboricultural practices;

I further certify that I am a Registered Consulting Arborist® by the American Society of Consulting Arborists (ASCA) and a Certified Arborist by the International Society of Arboriculture (ISA).

### Disclosure Statement

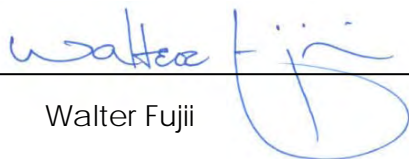
Arborists are tree specialists who use their education, knowledge, training and experience to examine trees and recommend measures to enhance the beauty and health of trees and attempt to reduce the risk of living near trees. Clients may choose to accept or disregard the recommendations of the arborist or to seek additional advice.

Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Certain conditions are often hidden within trees or below the ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances or for a specific period of time. Likewise remedial treatments cannot be guaranteed.

Trees can be managed but they cannot be controlled.  
To live near trees is to accept some degree of risk.

Signed: \_\_\_\_\_ Date: 12/11/13

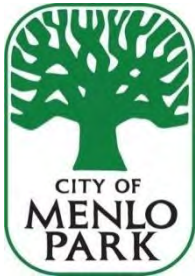
Walter Fujii



## **Fujiitrees Consulting TERMS AND CONDITIONS**

The following terms and conditions apply to all oral and written reports and correspondence pertaining to the consultations, inspections and activities of Fujiitrees Consulting hereinafter referred to as "Consultant".

1. Any legal description provided to the Consultant is assumed to be correct. No responsibility is assumed for matters legal in character nor is any opinion rendered as to the quality of any title.
2. It is assumed that any property referred to in any report or in conjunction with any services performed by the Consultant, is not in violation of any applicable codes, ordinances, statutes, or other governmental regulations, and that any titles and ownership to any property are assumed to be good and marketable. Any existing liens and encumbrances have been disregarded.
3. Possession of this report or a copy thereof does not imply any right of publication or use for any purpose, without the express permission of the Consultant and the Client to whom the report was issued. Loss, removal or alteration of any part of a report invalidates the entire appraisal/evaluation.
4. The scope of any report or other correspondence is limited to the trees and conditions specifically mentioned in those reports and correspondence. The Consultant assumes no liability for the failure of trees or parts of trees, either inspected or otherwise. The Consultant assumes no responsibility to report on the condition of any tree or landscape feature not specifically requested by the named client.
5. No tree described in this report was climbed, unless otherwise stated. The Consultant cannot take responsibility for any defects, which could only have been discovered by climbing. A full root crown examination (RCX), consisting of excavating the soil around the tree to uncover the root crown and major buttress roots was not performed unless otherwise stated. We cannot take responsibility for any root defects, which could only have been discovered by such an inspection.
6. The Consultant shall not be required to provide further documentation, give testimony, be deposed, or attend court by reason of this appraisal/report unless subsequent contractual arrangements are made, including payment of additional fees for such services as described by the consultant or in the fee schedules or contract.
7. The Consultant offers no guarantees or warranties, either expressed or implied, as to the suitability of the information contained in the reports for any purpose. It remains the responsibility of the client to determine applicability to his/her particular case.
8. Any report and the values, observations, and recommendations expressed therein represent the professional opinion of the Consultant, and the fee for services is in no manner contingent upon the reporting of a specified value nor upon any particular finding to be reported.
9. Any photographs, diagrams, graphs, sketches, or other graphic material included in any report, being intended solely as visual aids, are not necessarily to scale and should not be construed as engineering reports or surveys, unless otherwise noted in the report. Any reproductions of graphs material or the work produce of any other persons is intended solely for the purpose of clarification and ease of reference. Inclusion of said information does not constitute a representation by the Consultant as to the sufficiency or accuracy of that information.
10. Trees can be managed, but they cannot be controlled. To live near trees is to accept some degree of risk. The only way to eliminate all risk associated with trees is to eliminate all trees.
11. Payment terms are net payable upon receipt of invoice. All balances due beyond 30 days of invoice date will be charged a service fee of 1.5 percent per month (18.0% APR). All checks returned for insufficient funds or any other reason will be subject to a \$25.00 service fee. Advance payment of fees may be required in some cases.



## ENVIRONMENTAL QUALITY COMMISSION MEETING MINUTES

Wednesday, December 18, 2013 at 6:30 p.m.  
City Administration Building  
701 Laurel Street, Menlo Park

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The meeting was called to order by Chair Chris DeCardy at 6:35 p.m.

### ROLL CALL:

Present: Allen Bedwell, Chris DeCardy (Chair), Kristin Kuntz-Duriseti, Scott Marshall, Mitchel Slomiak (Vice Chair), Christina Smolke

Absent: Deborah Martin

**A. PUBLIC COMMENT:** None

### B. REGULAR BUSINESS

**B1.** Approve November 20, 2013 Minutes ([Attachment](#))

**ACTION:** Motion and Second (Slomiak/Kuntz-Duriseti) to approve the November 23, 2013 minutes passes (4-0-3), (Absent: Martin, Abstain: Bedwell/Decardy)

**B2.** Consider a Recommendation on a Request to Remove 42 Heritage Trees Associated With the Construction of a New Recreation Center Building, New Leasing Office, and Comprehensive Landscaping and Site Improvements Located at 350 Sharon Park Drive ([Attachment](#))

There was a consensus among the Commission that it greatly appreciates the move by the City to include the Commission in this type of review and believes this it is good progress to a better process. Looking at the eight heritage tree ordinance criteria, the EQC believes that one or more trees can be preserved with primary reasons based on criteria number six while being sensitive to criteria number two. Given the timing of the proposed project, it was difficult to give the same diligence as when the EQC reviews usual heritage tree appeals that include one or a few trees (given that this project includes 42 for potential removal plus broader issues).

While having this type of review is an improvement in the current heritage tree review process, the full process of reviewing projects that impact heritage trees must be streamlined to ensure the interactions and timing between the City's Planning department, Planning Commission, EQC, and City Council works most efficiently and effectively so that both opponents and proponents of a given project are not unnecessarily burdened by the process or believe that their points of view have not been adequately reviewed.

### Public Comment

- Dennis Hanley, former resident of Sharon Green Apartments, stated that he does not support the proposed project and stated that there are alternatives to placing the fire line.
- Uzi Bar-Gadda, resident of Sharon Green Apartments, stated that he does not support the proposed project because the development plan needs to be reviewed thoroughly, improvements need to be made to the design of the project, development will lead to increased traffic on Sand Hill Road, and that there needs to be a proper maintenance plan for the trees on site.
- Tara Fogel, resident at Sharon Green Apartments, stated that she does not support the proposed project because the health and safety of the residents is not being taken into consideration. Steps need to be taken in order to minimize the impacts that the development will have on the tenants and trees.
- Alexander Fogel, resident at Sharon Green Apartments, stated that he does not support the proposed project because construction over a three-year period will pose significant health risks to tenants. There are prop 65 warnings throughout the apartment complex and tenants will be exposed to toxins such as asbestos which can cause lung disease and cancer. Windows alone are not a barrier to these risks and residents need to be provided with better protection.
- Amy Poon, former resident at Sharon Green Apartments, stated that she does not support the project because there are multiple maintenance issues that need to be addressed prior to the proposed project, which include making the property wheelchair accessible, installing new windows for each apartment, and ensuring that safeguards are put in place to protect tenants. Too many trees are being removed and each tree needs to be examined thoroughly prior to moving forward.
- Walt Fujii, of Fujiitrees Consulting, commented that among the trees proposed for removal, some are in healthy condition and do not need to be removed.

**ACTION:** Motion and Second (Slomiak/Bedwell) that the following recommendations be considered prior to the approval of the project, passes (6-0-1), (Absent: Deborah Martin).

1. The applicant reconsider trees that will be removed for building construction by submitting structure designs that preserve trees; and
2. As a condition of the development permit, the project and existing/future property owners must ensure that there are "N" number of heritage trees on the whole property at all times going forward. The number "N" should be determined to be no less than the current total of heritage trees on the entire site, but also could be set at a higher level or set to increase in future years. A certified arborist must confirm and document the total number and locations of heritage trees on the property and then annually certify that the number of healthy and well maintained heritage trees is equal to or greater than "N." Any new trees planted on the site must be from city approved list going forward. Particular magnificent specimens should be identified and singled out for special protection. In addition, the development permit should include the following:



- a. Property owner should pay for its own oversight and city oversight of this permit requirement; and
- b. Ensure this permit standard holds when the property is sold; and
- c. Failure to maintain the required number of trees or proper maintenance to keep trees healthy shall result in a 4-to-1 tree replacement in addition to a significant financial penalty (which EQC recommends be used to further the city's heritage tree protection and maintenance program).

**B3.** Consider a Recommendation to the City Council Regarding the Draft 2014-2019 Capital Improvement Plan ([Memo from City Manager](#)) ([Draft 2014-2019 Capital Improvement Plan](#))

**ACTION:** No Action. Staff presented the commission with an overview of the Capital Improvement Plan process and updated the commission on environmentally related projects.

**B4.** Receive Update on Environmental Quality Awards

**ACTION:** No Action. The Commission tabled this item for a future commission meeting.

**B5.** Discuss Environmental Quality Commission Two Year Work Plan Update and Subcommittee Changes ([Work Plan and Subcommittee Attachment](#))

**ACTION:** No Action. The Commission tabled this item for a future commission meeting.

### **C. REPORTS AND ANNOUNCEMENTS**

The following updates were received by commission:

**C1.** Staff Update on Environmental Policies to be Considered by City Council

**C2.** Commission Subcommittee Reports and Announcements

**C3.** Discuss Future Agenda Items

The meeting was adjourned at 9:44 p.m.

Meeting minutes prepared by Vanessa Marcadejas, Environmental Programs Specialist.



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## **POLICE DEPARTMENT**

**Council Meeting Date: March 4, 2014  
Staff Report #: 14-039**

**Agenda Item #: F-1**

**REGULAR BUSINESS:**                    **Approve an Agreement Between the City of Menlo Park and Facebook to Fund a Police Officer for a Three-Year Term with a Two-Year Option for Facebook, and Adding an Additional Full Time Police Officer Position to the Department for the Duration of the Agreement**

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### **RECOMMENDATION**

Staff recommends that Council review and approve an agreement between the City of Menlo Park and Facebook to fund a sworn Community Safety Police Officer for a term of three years, with an option for Facebook to extend for an additional two years, adding an additional full time police officer position to the department for the duration of the agreement.

### **BACKGROUND**

In October 2013, representatives of the City of Menlo Park Police Department, Town of Atherton Police Department, Menlo City School District, Ravenswood School District and Sequoia High School District met to discuss opportunities for the re-deployment of School Resources Officers (SRO) in and around the schools. Discussed were the benefits of such a program including school safety and security, truancy, security and crime reduction in neighboring areas and community engagement by the police with children in our schools.

Later in the month, Chief Jonsen and Commander Bertini were approached by Facebook representatives John Tenanes and Carla Gray to inquire about greater police presence in the Belle Haven neighborhood. Facebook officials had heard about the prior SRO discussions and the value of having additional officers who would handle the neighborhood issues such as truancy, school and business safety and overall neighborhood security. The prospect of having a dedicated officer to work on these community concerns would benefit not only the schools in the area but the businesses as well. Facebook expressed interest in funding such a position. For Facebook to fund such a position, one critical condition is that the position be a sworn police officer from the Menlo City Police Department.

## **ANALYSIS**

The proposed Community Safety Police Officer would be a sworn, fulltime police officer, housed at the new Neighborhood Service Center on Hamilton Avenue, in close proximity to several large school and business campuses. The duties and expectations of the new Community Safety Officer are detailed in Attachment A of the proposed agreement. For the position to succeed, the incumbent will need to have an appropriate temperament for working with juveniles, families and school staff.

Facebook will only fund this position for Menlo Park, as they wish to benefit and partner with the community in which they are headquartered. This Menlo Park officer will also assist as a liaison between Facebook and other large companies and corporations within the City.

The proposed agreement is for three years with a two year option. As the term of the agreement nears expiration, the Chief will meet with Facebook representatives and review the effectiveness of the Community Safety Police Officer position and, if appropriate seek an extension. If the review results in the agreement being terminated, the position would then be eliminated.

## **IMPACT ON CITY RESOURCES**

Facebook proposed to fully fund direct costs for a full time police officer position for three (3) years with an option to extend for another two (2) years, which would act as the above described community safety police officer. The position would be hired as quickly as possible after the approval of the agreement. Some indirect costs would need to be absorbed by the City would could include any specialized training and patrol vehicle.

For the remainder of the Fiscal Year 2013/14, total cost (salary and benefits) for this position will be prorated based upon the following annual costs. Each year thereafter would be based upon the full annual cost. Based upon the attached financial analysis, the annual cost for this position would be approximately \$194,000. For the remainder of the current fiscal year, it is anticipated that the cost would be \$45,000.

The total salary and benefits costs of this position for fiscal years 14/15 through 17/18 would be similar except for any increase in retirement costs or salary, which would be dependent on contract negotiations. Historically, this increase would be 3-5% a year.

A breakdown of the aforementioned costs is found in Attachment B of the draft agreement.

## **POLICY ISSUES**

This proposal is consistent with the Council adopted goals for 2014 seeking greater public safety citywide.

## **ENVIRONMENTAL REVIEW**

Not applicable.

## **PUBLIC NOTICE**

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

## **ATTACHMENTS**

- A. DRAFT Agreement between the City of Menlo Park and Facebook and attachments

Report prepared by:  
*Dave Bertini*  
*Police Commander*

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**AGREEMENT BY AND BETWEEN THE CITY OF MENLO PARK AND FACEBOOK, INC.,  
REGARDING DONATIONS TO FUND A COMMUNITY SAFETY POLICE OFFICER POSITION**

THIS AGREEMENT (this "Agreement") is entered into as of this \_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date"), by and between the CITY OF MENLO PARK, a California municipal corporation (the "City"), and FACEBOOK, INC., a Delaware corporation, ("Facebook").

RECITALS

THIS AGREEMENT is entered into on the basis of the following facts, understandings and intentions of the City and Facebook (the "parties"):

A. Facebook has expressed a willingness to make donations to the City for a term of three years (with the option in Facebook's sole and absolute discretion to extend the term for an additional two years) to be used by the City to help fund a new full-time Community Safety Police Officer position at the new City Service Center/Police Substation located on Hamilton Drive (the "Position").

B. The City desires to receive such donations from Facebook to help fund the Position.

NOW, THEREFORE, the parties do hereby agree as follows:

1. The "Term" of this Agreement and the parties' respective obligations hereunder, shall commence on the date the City fills the Position and shall end on the third anniversary of such date. Facebook in its sole and absolute discretion, but subject to City's approval, shall have the option to extend the Term for an additional two years, for a total Term of five years. If Facebook elects to extend the Term for an additional two years, the Cap (as defined below) will be increased by \$400,000. Facebook shall have no obligation to fund the Position, and the City shall have no obligation to continue the Position, following the expiration of the Term.

2. The City agrees to create and fill the Position, which shall have the duties and responsibilities outlined in Attachment A, at the estimated annualized salary and benefits costs described in Attachment B, which attachments are incorporated herein by this reference.

3. Facebook will make an annual donation to the City for the express purposes of funding the Position, in an amount equal to the lesser of: (a) the City's actual annual salary and benefit costs of the Position (which shall be prorated for partial years) or (b) \$200,000. Facebook will be invoiced annually, to the addresses listed in Section 12 no more than 60 days in advance of the commencement of the City's fiscal year (July 1st), based on the City's estimated salary and benefit costs of the Position for the fiscal year, which invoice shall break down the amount invoiced into the expense categories listed in Attachment B (each an "Invoice").

Notwithstanding anything to the contrary herein, Facebook's cumulative donations under this Agreement will be capped at \$600,000 ("Cap"). The City, and not Facebook, will be responsible for all costs of the Position exceeding, as applicable (a) an annualized amount of \$200,000 (prorated for any partial fiscal years) and (b) the Cap.

Within 60 days following each fiscal year and the expiration of the Term, the City shall provide an accounting to Facebook of the actual salary and benefit costs of the Position for that fiscal year or partial fiscal year (an "Accounting"). Such Accounting shall detail the actual costs of the Position for that fiscal year (or partial fiscal year) by the expense categories listed in Attachment B. To the extent the amount of any Invoice paid by Facebook exceeds the actual costs disclosed on a corresponding Accounting (a "Balance"), the City shall credit such Balance to Facebook on the next

Invoice or remit the Balance to Facebook with the last Accounting hereunder. Conversely, to the extent any Invoice paid by Facebook is less than the actual costs disclosed on a corresponding Accounting, subject to the annual and cumulative donation limitations set forth in this Section 3, Facebook shall pay such Balance to the City within 60 days of its receipt of such Accounting. Accountings shall be sent to Facebook at the addresses listed in Section 12.

4. The City shall have complete control and responsibility for hiring a qualified individual into the Position (the “CS Officer”), for employing the CS Officer and for fulfilling all applicable legal and contractual obligations with respect to employment of the CS Officer. The CS Officer will be an employee of the City and not an employee of Facebook or its affiliates. Facebook shall have no control, and shall have no right of control, over the hiring, employment or management of or payment of compensation or provisions of benefits to the CS Officer. Neither the City, Facebook, their respective representatives nor the CS Officer shall represent that the CS Officer is an employee or representative of Facebook or its affiliates. The City shall be liable for its own acts and omissions with respect to the Position and the CS Officer, as well as for the acts and omissions of the CS Officer. Facebook will not be liable for any of the acts and omissions of the CS Officer, or of the City with respect to the Position or CS Officer.

5. Each of the parties to this Agreement may pursue any remedy at law or equity available for the breach of any provision of this Agreement, including, but not limited to, temporary or permanent injunctive relief or restraining orders.

6. This Agreement contains the entire understanding and agreement of the parties. There are no oral or written representations, understandings, undertakings or agreements that are not contained or expressly referred to herein, and any such representations, understandings or agreements are superseded by this Agreement. No evidence of any such representations, understandings or agreements shall be admissible in any proceeding of any kind or nature relating to the terms or conditions of this Agreement or its interpretation or breach.

7. This Agreement is made and entered into for the sole protection and benefit of the signatory parties. No other persons shall have any right of action based upon any provision of this Agreement except for the parties’ respective successors and assigns.

8. Each party hereby represents and warrants to the other that the person executing this Agreement on its behalf has the authority to bind that party. For convenience, the parties may execute this Agreement on separate signature pages, which, when attached hereto, shall constitute one complete agreement.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and wholly to be performed within the State of California, without giving effect to conflict of law or choice of law provisions under California law or any other jurisdiction.

10. The parties agree that this Agreement may not be varied in its terms by an oral agreement or representation or otherwise, and may only be amended or modified by an instrument in writing executed by all parties.

11. Each party agrees that it will bear its own costs and expenses (including attorneys’ fees and costs) incurred in connection with this Agreement.

12. Any notice, demand, request or other communication required or permitted to be given under this Agreement, (1) shall be made in writing, (2) shall be delivered by one of the following



methods: (i) by personal delivery (with notice deemed given when delivered personally); (ii) by overnight courier (with notice deemed given upon written verification of receipt); or (iii) by certified or registered mail, return receipt requested (with notice deemed given upon verification of receipt); and (3) shall be addressed to a party as provided in this Section or such other address as such party may request by notice given in accordance with the terms of this Section.

Notice to the City shall be provided as follows:

City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025

Attention: Police Chief

Notice to Facebook shall be provided as follows:

Facebook, Inc.  
1 Hacker Way  
Menlo Park, California 94025  
Attention: Director of Facilities

With a copy to:

Facebook, Inc.  
1 Hacker Way  
Menlo Park, California 94025  
Attention: Real Estate Counsel

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first above written.

THE CITY:

CITY OF MENLO PARK,  
a California municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FACEBOOK:

FACEBOOK, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **Attachment A**

The proposed Community Safety Police Officer will be working from the new City Service Center / Police Substation located on Hamilton Drive. The duties and expectations of the new Community Safety Officer are as follows:

- Serve as a first responder to any critical incident occurring at a school within the City of Menlo Park or a neighboring jurisdiction
- Liaise and collaborate with schools in all school districts and with schools within Menlo Park and surrounding jurisdictions
- Liaise and collaborate with School Resource Officers (SRO) from neighboring jurisdictions
- Gather intelligence (gangs, taggers, narcotics information and other safety issues)
- Pass pertinent information to patrol / detectives
- Create, initiate and manage a juvenile diversion program for juvenile first offenders and low grade crimes
  - Collaborate with Peninsula Conflict Resolution Center (PCRC) for counseling services and work with offenders' families
  - Educate and collaborate with patrol / detective units on the use of the juvenile diversion program
- Create, initiate and manage an area-wide truancy prevention and enforcement program throughout the area
  - Work in collaboration with other local police agencies, schools and school districts
  - Educate parents through school presentations on truancy issues and the truancy program
  - Educate patrol officers in truancy prevention and enforcement
  - Conduct truancy sweeps
- Liaise and collaborate with San Mateo County Juvenile Probation
- Assist in the creation and revision of school safety plans
- Conduct yearly school safety plan reviews
- Conduct periodic school site safety reviews
- Work with schools and local businesses to conduct periodic safety drills including but not limited to:
  - Fire drills
  - Lockdown drills
  - Violent Intruder drills
  - Earthquake drills
- Work with the Traffic Unit to address pedestrian safety, bicycle safety and traffic congestion issues at schools
- Participate in Parent Teacher Organization meetings when requested
- Participate in on-going school faculty and employee training when requested
- Upon request, prepare and provide a variety of presentations related to school safety and prevention of juvenile crime
- Liaise and collaborate with local businesses and with neighborhood and citizen groups to address specific issues dealing with juveniles and crime

The requirements for this position will include:

- Full time police officer who has successfully completed probation
- Genuine interest in interacting with juvenile's parents and schools
- Genuine interest and willingness to work with other city departments, public and private agencies, and members of other law enforcement agencies

- An individual who is outgoing and has the ability to interact and communicate skillfully at all levels
- Ability to operate on a 4/10 schedule, but is willing to adjust their schedule to accommodate special details around schools and other community or business events

Due to the specialized nature of this assignment, an officer selected must have a desired skill set that includes the aptitude and appropriate temperament for working with juveniles, families and school staff. During the selection process for this position, the department will make all efforts to have representatives from local schools and businesses as part of the interview process.

## Attachment B

Facebook shall reimburse City for the following salary and benefit components for each year of the term of the Agreement. The total costs for FY 13/14 prorated for the partial year will be calculated as follows:

<b>Salary Component</b>	
<b>Hourly Rate</b>	52.41
Annual Salary	108,931
Special Assignment Pay	5,447
Longevity Pay	10,508
POST Incentive Pay	13,135
Bi-Lingual Pay	1,950
Uniform Allowance	1,040
Subtotal: Salary	\$141,011
<b>Benefits Component</b>	
PERS Retirement	29,027
Health Care	15,558
Dental/Vision	1,380
Medicare	1,939
Term Life / LTD	1,393
OPEB (Retirement Health)	3,267
Subtotal: Benefits	\$52,564
<b>Total: Salary and Benefit Cost for FY 13/14</b>	<b>\$193,575</b>

The total salary and benefits costs of this position for fiscal years 14/15 through 17/18 would be similar except for any increase in retirement costs, salary/hourly rate, health care costs, etc., which would be dependent on contract negotiations, and changes to employer contribution for PERS retirement costs which are set by PERS.

Facebook shall not be responsible for payment of any overtime payable to the person filling the position, or other costs above and beyond those listed above including but not limited to training, equipment, vehicle, etc.



## ADMINISTRATIVE SERVICES DEPARTMENT

Council Meeting Date: March 4, 2014  
Staff Report #: 14-036

Agenda Item #: F-2

**REGULAR BUSINESS:**                    **Accept the 2013-14 Mid-Year Financial Summary and Approve Recommended Changes to the Expenditure Appropriation and Revenue Forecast**

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### RECOMMENDATION

Staff recommends that the City Council accept the 2013-14 Mid-Year Financial Summary. This summary contains updates to the current fiscal year's revenue projections, as well as changes to the expenditure appropriation for the General Fund, Water Operations Fund, Capital Improvement Projects (CIP) Fund, and Rec In-Lieu Fund. Staff recommends Council approve the proposed changes presented in this report.

### BACKGROUND

This report summarizes the City's mid-year financial status by providing an analysis of revenues and expenditures through the first half of the fiscal year. The intent of this report is to provide Council with an update on how major revenue sources and departmental expenditures are tracking in comparison to the adjusted budget. Emphasis will be placed on an analysis of the City's major General Fund revenues, as the overall health of those revenues is instrumental to the City's ability to maintain, and potentially enhance, services in the future.

Although the focus of the mid-year review is the City's General Fund, this report also provides an update for other funds where changes to the expenditure appropriation are being requested or there are material changes to the revenue projection. Mid-year revenue and expenditure results and projections discussed in this report serve as a good baseline position from which to begin developing the fiscal year 2014-15 operating budget. With that said, during the budget development process, revenue projections, expenditure outlays, and the long-term forecast will continue to be refined for inclusion into the City Manager's fiscal year 2014-15 recommended budget. That document will include a final update of both revenues and expenditures for the current fiscal year, in addition to the recommended fiscal year 2014-15 budget and 10-year forecast.

This report also includes a very preliminary update of the 10-year forecast. This update predominantly factors in material changes in assumptions for specific revenue and expenditure sources. For example, development activity remains at a very high level and is expected to continue to remain at this level in the near term before tapering off to

a more sustainable level. This, among other factors, has been incorporated into the updated 10-year forecast. As with the other elements of the recommended budget, the 10-year forecast will continue to be refined until the budget is delivered to Council in June. One of the most important elements of the 10-year forecast that has not yet been updated is the projection for additional increases in the City's pension contribution rates. City staff is currently working with a consulting actuary to develop a projection for long-term contribution rates that can be included in the forecast. This particular element of the forecast will be discussed in detail in budget transmittal memo.

## **ANALYSIS**

### **Economic Conditions**

#### ***National Economy – Broad Economic Indicators***

The economy has continued to improve throughout the year, and several major economic indicators released late in 2013 suggest that the national economy is poised for a strong 2014. Improved consumer confidence, better than expected GDP growth, and an improved outlook for home sales were among the factors cited when optimism is expressed regarding the overall health of the economy. Further, with the inflation outlook remaining below 2.5% and the unemployment rate continuing to improve, the Federal Open Market Committee (FOMC) began to reduce its monthly bond purchases. As of January 31, 2014, the FOMC had reduced purchases from \$85 million per month to \$65 million per month. While this is another great indicator of current economic conditions, the FOMC does still feel it is appropriate to keep the federal funds rate at the current near-zero level to continue to keep longer-term interest rates low, support mortgage markets, and help improve other financial conditions. This will remain a factor in what the City is able to earn on its investment portfolio, and it also signifies that despite a much more positive outlook on the national economy, continued intervention through monetary policy is necessary to maintain this recovery.

Furthermore, the market remains volatile, as investors react to any news that could potentially threaten the economic recovery. After an extremely strong 2013, a year in which the overall stock market had its best annual gains in over a decade, January 2014 produced dismal results. Overall, the Dow Jones Industrial Average dropped 5.3% in January, while the S&P 500 dropped 3.6%, which represented the worst monthly percentage declines for both since May 2012. Slower growth for U.S. manufacturing and construction, concern about growth rates in China and throughout global emerging markets, and the impact of the recent easing of the Fed's economic stimulus were among the reasons cited for the market slump. While the market has bounced back through mid-February, continued volatility is expected going forward.

#### ***State Economy***

The State's economy has also continued to improve over the past several years, with the second half of 2013 yielding particularly good results. The State Controller's Office recently issued a statement indicating that revenues during the first half of the 2013-14 fiscal year were well ahead of estimates, citing the technology industry, rising exports, increased consumer confidence, and new housing among the factors causing the improved outlook. As has been the case throughout California's economic recovery, the

Bay Area and other coastal areas have rebounded much more quickly and decisively, while the inland areas, particularly the agricultural areas, have lagged behind. Overall, California's unemployment rate is currently at 8.3%, which is a dramatic improvement from the 12.2% rate in 2009. The regional differences in unemployment, however, demonstrate the stark contrast in the economic recovery between the coastal areas and the inland areas. Whereas unemployment is down to 4.6% in San Mateo County and 5.7% in Santa Clara County, it still hovers in double digits in some of the inland areas like Fresno County.

With California's populous coastal areas driving the economic recovery, the State's budget outlook is better than it has been in a number of years. The Governor released his fiscal year 2014-15 budget proposal in early January, the highlights of which include increased reserve levels, prioritization on paying down debts, funding for deferred infrastructure maintenance projects, and balanced forecasts through fiscal year 2017-18.

The Legislative Analyst's Office (LAO), which provides an overview and analysis of the proposed budget, indicated that the Governor's proposal continues to make "substantial progress" in addressing its ongoing budgetary problems. The State's ability to make this progress is the result of updated revenue forecasts that reflect the State's improved economic conditions. One of the key revenue drivers of the improved economic outlook is the State's largest revenue source, the Personal Income Tax (PIT), which is also its most volatile. In addition to PIT being applied to traditional hourly wages and salaries, it is also paid on capital gains from the sale of securities, bonds, and real estate. This portion is what creates the volatility, as capital gains are determined by unpredictable stock prices. With forecasts based on higher PIT than had previously been expected, predominantly as a result of capital gains, it is important to note that the balanced budget the State has achieved is not without risk. The reliance on capital gains creates volatility and could have a negative impact on the budget going forward. With that said, the State is in as good of a position as it has been in a while due to the recent acceleration of the economic recovery.

### **General Fund**

Overall, the General Fund is in better position than was originally projected in the adopted fiscal year 2013-14 budget. Offsetting some of the Council-approved expenditure increases that have occurred over the course of the fiscal year, as well as the increases being requested as a part of this mid-year update, are increases in several of the General Fund's major revenue sources. The mid-year status of revenues, expenditures, and the projected ending surplus are discussed in more detail in the following sections of this report.

### **General Fund - Revenues**

The table below shows the mid-year assessment of fiscal year 2013-14 General Fund revenues. Following the table is a discussion of the significant changes to the various revenue sources between the 2013-14 adopted budget and the 2013-14 updated amount. This portion of the report will focus exclusively on the current fiscal year, with



modifications to the 10-year revenue forecast being discussed in that section of the report. For comparison purposes, the table also includes the City's actual General Fund revenues for fiscal years 2011-12 and 2012-13.

<b>City of Menlo Park</b>					
<b>General Fund Revenues - Summary</b>					
	2011-12	2012-13	2013-14	2013-14	Percent
	Actual	Actual	Adopted	Adjusted	Change
			Budget	Budget	
Property Taxes	\$13,239,856	\$15,731,889	\$13,955,000	\$14,715,000	5.4%
Sales Tax	5,938,310	6,043,870	6,331,400	6,136,400	-3.1%
Transient Occupancy Tax	2,939,475	3,468,256	3,743,000	4,100,000	9.5%
Utility Users Tax	1,080,435	1,095,256	1,184,620	1,135,000	-4.2%
Franchise Fees	1,758,705	1,765,216	1,812,300	1,812,300	0.0%
Licenses & Permits	3,685,556	4,447,630	4,459,465	6,559,465	47.1%
Intergovernmental	1,158,010	866,287	741,704	836,917	12.8%
Fines	1,067,327	998,259	1,319,980	1,149,980	-12.9%
Interest and Rent Income	761,326	568,051	777,712	627,712	-19.3%
Charges for Services	6,743,126	7,088,405	7,795,222	7,595,222	-2.6%
Transfers & Other	606,176	1,178,628	429,444	1,206,068	180.8%
<b>Total Revenue</b>	<b>\$38,978,302</b>	<b>\$43,251,747</b>	<b>\$42,549,847</b>	<b>\$45,874,064</b>	<b>7.8%</b>

**Property Taxes** – The updated projection for fiscal year 2013-14 is up by \$760,000, or 5.4%, over the adopted budget amount. This increase is almost entirely the result of Excess ERAF coming in much higher than expected. Because Excess ERAF is applicable to only three counties in the State and is considered to be an “at risk” revenue, the City has been very conservative in its projections for this revenue source. The fiscal year 2013-14 adopted budget projected Excess ERAF at half of the prior year’s amount, or about \$650,000. The City learned late in 2013 that it would get a full share of Excess ERAF this year, which amounts to nearly \$1.6 million.

The largest source of property tax is the secured tax, and amount of secured tax the City has received over the past several years has fluctuated due to one-time proceeds from the dissolution of the former Community Development Agency and ongoing uncertainty related to the Excess ERAF. With the former Community Development Agency’s assets sold and its expenditures being primarily debt service going forward, fiscal year 2013-14 secured taxes include an additional \$150,000 share of the former Agency’s tax increment. This amount is expected to be an ongoing addition to the secured tax base. Excess ERAF, on the other hand, will continue to be an uncertain source of revenue and will be discussed further in the section of the report highlighting the updates to the 10-year forecast.

**Sales Tax** – The mid-year updated projection for sales tax is being reduced by nearly \$200,000, to \$6,136,400. The primary reason sales tax is not expected to meet initial expectations is due to the impact of the Triple Flip, which is a State-mandated mechanism that takes 25% of our sales tax and replaces it with property tax paid for with Education Revenue Augmentation Funds (ERAF). Because of a reduction in ERAF in 2012-13, there were not enough funds to cover the entire Triple Flip obligation, which

negatively impacts the City's 2013-14 sales tax revenue. Otherwise, actual sales tax revenues are tracking pretty close to expectations for the year, although the impact of the Facebook construction on sales tax has been a little slower to materialize than expected in the first half of the year. That has been predominantly offset by \$300,000 in non-recurring sales tax revenue received in the third quarter of the calendar year.

**Transient Occupancy Tax** – Based on revenue received through the first half of the fiscal year, the projection for Transient Occupancy Tax (TOT) has been revised upward \$357,000, or nearly 10%. The 2013-14 fiscal year is the first full fiscal year with the 12% tax rate in place. This rate increase, along with strong occupancy and room rates, is driving the overall increase in revenues.

**Utility Users Tax** – The adopted 2013-14 budget projected Utility Users Tax (UUT) growth of just over 8%. Based on remittances through December, UUT is tracking above last year's amount, however, not at a level that would suggest 8% year-over-year growth is likely. As such, the mid-year projection for UUT has been revised downward by nearly 50,000, or 4.2%, to \$1,135,000.

**Franchise Fees** – The majority of franchise fees are collected later in the fiscal year, and as such, it is difficult to determine from the small amount collected so far this fiscal year if projections for this revenue source are on track. For the purpose of this report, the current projection will be held flat. An updated projection will be made later in the fiscal year once the revenues start being remitted, and an updated projection will be included with the recommended fiscal year 2014-15 budget.

**Licenses and Permits** – Significant building permitting activity related to large-scale projects, as well as a surge in single-family residential development, is driving up permitting revenues. The mid-year projection for this revenue source reflects an expected increase of \$2.1 million, or 47%, over the initial projection made for the adopted budget. While this is a significant increase in the General Fund's expected revenues, it is extremely important to note that there are corresponding and offsetting expenditures that go with these increased revenues. Further, the revenues lead the expenditures, meaning the City receives its revenues in advance of the permitting activity taking place. For example, of the \$2.1 million in additional revenue expected this fiscal year, there is only expected to be \$1.1 million in additional expenditures. This \$1 million difference, however, is not available as general purpose revenue, as it will need to be expended in future years to complete the permitting work. This timing issue will be reflected in the updated 10-year forecast, which is provided as Attachment A to this report.

**Intergovernmental Revenues** – The mid-year projection for intergovernmental revenues reflects an increase of nearly \$100,000, or 13%, over the original budget. This increase is due to the Police Department receiving a grant in the amount of \$52,584 from the State for enhanced traffic enforcement operations, which Council accepted and appropriated as a part of staff report #13-168, and a \$42,629 grant from the State that allowed for an additional part-time preschool classroom to be opened at the Belle Haven Child Development Center. Appropriation of the \$42,629 in grant revenues for the Belle Haven Child Development Center is being requested as a part of

the approval of this report. Because these increases in revenue are due to grant funding, there are corresponding increases in expenditures.

**Fines** – This revenue category consists of traffic-related fines, and initial projections for fiscal year 2013-14 reflected expected revenues based on a fully operational traffic enforcement program. This program has not been fully operational for the entire fiscal year, but with the recent installation of the fifth red-light camera and the addition of two motor officers, revenue should begin to increase, although it is not expected to meet initial fiscal year 2013-14 estimates. To account for this, the mid-year projection for this revenue category has been reduced by \$170,000, to \$1,149,980. However, because the program was not fully functional for the first half of the year, there are some offsetting expenditure savings that will also be reflected in this update and discussed further later in this report.

**Interest and Rent Income** – Yields on the City's investment portfolio are currently 0.52% and reflect the continued minimal return on safe and liquid investments. Based on actual interest income received through December, the original projection for interest is not expected to be met. As such, the overall revenue projection for the interest and rent income category is being reduced at mid-year by \$150,000, to \$627,712.

**Charges for Services** – This category covers a broad array of City services, including recreation programs, planning activities, and library charges, among other things. Aggressive growth in this revenue category was planned to account for the new recreation facilities and expanded service offerings, as well as the high level of planning activity. Through the end of December, total revenue projections for this category are tracking slightly below expectations. As such, the updated mid-year projection has been reduced by \$200,000, or 2.6%, to account for potentially lower revenues than originally estimated. This revised estimate still reflects substantial growth, more than 7%, over fiscal year 2012-13 actuals.

**Transfers and Other** – This category represents operating transfers into the General Fund from other funds to offset some of the cost of General Fund overhead, such as the Finance and Human Resources functions, which benefit all funds, as well as any other revenues that are not categorized elsewhere. The projection for this revenue category has increased by nearly \$777,000 over the original projection to account for the proceeds from the sale of the property on Hamilton Avenue (~\$772,000), which is a non-recurring revenue, and a contribution from the Library Foundation (\$4,800).

### **General Fund - Expenditures**

The following table shows the mid-year assessment of 2013-14 General Fund expenditures by department. There are two columns for fiscal year 2013-14, one for the original adopted budget and one for the current budget. The current budget column reflects all Council-approved budget amendments made so far this fiscal year, as well as the two budget revisions being requested as a part of this report. Two of the most significant revisions approved so far this fiscal year include \$1.1 million for contract plan checkers and building inspectors and the nearly \$400,000 carryover of encumbrances from fiscal year 2012-13. The two new revisions include the appropriation of grant

revenues from the State to fund a fourth part-time classroom at the Belle Haven Child Development Center (\$42,629), and the appropriation of funds from the Library Foundation to support a monthly Teen Night program (\$4,800). In total, all revisions to date bring the total General Fund budget to nearly \$44.2 million, which is a \$1.8 million, or 4.3%, increase over the adopted budget.

Based on operating expenditures through December 31, 2013, the General Fund in aggregate is tracking below its total current expenditure appropriation, including the amendments that have been made so far this fiscal year. Therefore, some operational savings is expected this year. However, because departmental operating expenditures, as well as the different expenditure categories, such as personnel and contract services, will fluctuate over the course of the year, an aggregate estimated savings amount is being presented in this report, and that amount is estimated at \$750,000. Departmental operating expenditures will continued to be monitored and analyzed as we get deeper into the fiscal year, and the General Fund expenditures table included in the recommended budget will include a projection on how each department will finish the fiscal year and if there will be any change to the projected operating savings for the year.

<b>City of Menlo Park General Fund Expenditures</b>				
<b>By Department</b>	<b>2011-12 Actua</b>	<b>2012-13 Actua</b>	<b>2013-14 Adopted Budget</b>	<b>2013-14 Adjusted Budget</b>
Administrative Services	\$4,616,945	\$5,314,808	\$6,592,302	\$6,784,609
Community Development	3,383,568	2,774,032	3,369,769	4,614,041
Community Services	6,310,929	6,810,374	7,309,436	7,376,748
Library	1,871,633	2,011,144	2,109,769	2,114,569
Police	13,975,240	13,808,138	14,860,547	15,065,189
Public Works	4,482,385	5,100,295	5,550,916	5,642,673
Transfers Out	2,377,800	6,404,637	2,554,600	2,554,600
Estimated Savings	-	-	-	(750,000)
<b>Total Expenditures</b>	<b>\$37,018,500</b>	<b>\$42,223,428</b>	<b>\$42,347,339</b>	<b>\$43,402,429</b>
<b>By Expenditure Category</b>				
Personnel	\$26,544,150	\$27,078,787	\$29,340,598	\$29,340,928
Operating	4,893,216	5,185,862	6,059,775	6,301,067
Services	3,203,334	3,554,142	4,392,366	5,955,834
Transfers Out	2,377,800	6,404,637	2,554,600	2,554,600
Estimated Savings	-	-	-	(750,000)
<b>Total Expenditures</b>	<b>\$37,018,500</b>	<b>\$42,223,428</b>	<b>\$42,347,339</b>	<b>\$43,402,429</b>

### **General Fund - Operations Summary**

The General Fund operations summary reflected below summarizes the revenue and expenditure updates previously discussed and presents a revised estimate for the current year's operating surplus. An additional line has been added below the Gross Operating Surplus line to reflect the fact that a portion of the surplus, \$1 million, is not available for general purpose spending. As noted previously, this \$1 million is related to

development permitting revenue received this fiscal year but that will be spent in future years. As such, these funds will need to be reserved for that purpose. Based on the revenue and expenditure adjustments, the net operating surplus as of mid-year is projected to be nearly \$1.5 million, which is well above the operating surplus forecast in the adopted budget. It should be noted, however, that the \$772,000 in proceeds from the sale of the Hamilton Avenue property was anticipated last fiscal year and was a part of the overall \$2.68 million in one-time revenues that Council identified to increase the General Fund's reserve. Thus, those funds need to remain in reserve and not be utilized for other purposes to maintain Council's original intention for those funds.

<b>City of Menlo Park General Fund Summary</b>				
	<b>2011-12 Actual</b>	<b>2012-13 Actual</b>	<b>2013-14 Adopted Budget</b>	<b>2013-14 Mid-Year Adjustment</b>
<b>Property Taxes</b>	<b>\$13,239,856</b>	<b>\$15,731,889</b>	<b>\$13,955,000</b>	<b>\$14,715,000</b>
Sales Tax	5,938,310	6,043,870	6,331,400	6,136,400
Transient Occupancy Tax	2,939,475	3,468,256	3,743,000	4,100,000
Utility Users Tax	1,080,435	1,095,256	1,184,620	1,135,000
Franchise Fees	1,758,705	1,765,216	1,812,300	1,812,300
Licenses & Permits	3,685,556	4,447,630	4,459,465	6,559,465
Intergovernmental	1,158,010	866,287	741,704	836,917
Fines	1,067,327	998,259	1,319,980	1,149,980
Interest and Rent Income	761,326	568,051	777,712	627,712
Charges for Services	6,743,126	7,088,405	7,795,222	7,595,222
Transfers & Other	606,176	1,178,628	429,444	1,206,068
<b>Total Revenue</b>	<b>\$38,978,302</b>	<b>\$43,251,747</b>	<b>\$42,549,847</b>	<b>\$45,874,064</b>
<b>Personnel</b>	<b>\$26,544,150</b>	<b>\$27,078,787</b>	<b>\$29,340,598</b>	<b>\$29,340,928</b>
Operating	4,893,216	5,185,862	6,059,775	6,301,067
Services	3,203,334	3,554,142	4,392,366	5,955,834
Transfers Out	2,377,800	6,404,637	2,554,600	2,554,600
Estimated Savings	-	-	-	(750,000)
<b>Total Expenditures</b>	<b>\$37,018,500</b>	<b>\$42,223,428</b>	<b>\$42,347,339</b>	<b>\$43,402,429</b>
<b>Gross Operating Surplus</b>	<b>\$1,959,802</b>	<b>\$1,028,319</b>	<b>\$202,508</b>	<b>\$2,471,635</b>
Reserved for Development Permitting				(\$1,000,000)
<b>Net Operating Surplus</b>			<b>\$202,508</b>	<b>\$1,471,635</b>

### **Long-Term General Fund Forecast**

The 10-year forecast included in this report as Attachment A was developed based on the adopted 2013-14 budget, with adjustments made for known changes in revenue and expenditure assumptions. As noted earlier in this report, the long-term forecast will continue to be refined as more information on key assumptions is available as the fiscal year progresses.

To evaluate the ongoing impact of each of the updated General Fund projections described in the City's long-term forecast, it is important to consider which adjustments reflect one-time events and which represent a fundamental change in the City's revenue or expenditure baseline. One-time revenues cannot be relied upon to fund ongoing

services, just as non-recurring expenditures will not impact the City's expenditures on a year-over-year basis. With that said, these one-time revenues and expenditures do have an impact on projected surpluses and deficits. As such, known one-time revenues and expenditures are included in the 10-year forecast, and significant one-time events are highlighted in the notes to the 10-year forecast.

The 10-year forecast was prepared utilizing the Muncast system, a series of Excel spreadsheets that allow optimistic, most likely, and pessimistic scenarios, with a different scenario possible for each account within a revenue or expenditure category. For example, if water franchise fees are anticipated to grow faster than electric franchise fees, these different growth rates can be part of the assumptions. The forecast shown provides the "most likely" scenario of future revenues and expenditures, with notes provided to articulate major deviations.

On the revenue side, the updated version of the 10-year forecast starts with a revised projection for the current fiscal year. In some cases, for example transient occupancy tax and utility users tax, the revised fiscal year 2013-14 value sets the new revenue baseline, with future growth assumptions then remaining at the same level as the existing forecast. In other cases, especially in relation to revenues affected by development activity, the forecast over the next two to three years was adjusted to reflect more specific information prior to returning to a more modest growth factor going forward. Specifically, property tax growth is projected to be 5% annually from 2014-15 to 2016-17 to reflect increased valuations from current development activity being added to the assessment role. Excess ERAF is forecast to be approximately half of the current year's amount in fiscal years 2014-15, 2015-16, and 2016-17. No Excess ERAF is forecast past 2016-17 to account for the fact that this revenue source is considered to be at risk of being eliminated. This is a departure from the previous forecast, which had 50% Excess ERAF included in all 10 years. With the seemingly constant threat of elimination, the revised forecast for Excess ERAF attempts to begin reducing the General Fund's reliance on an uncertain revenue source while also recognizing that despite the threat of elimination, it has been a consistent source of revenue. Staff will continue to monitor the Excess ERAF situation and update the forecast as necessary. Additionally, for next fiscal year, \$1.5 million has been added to the baseline amount for permitting activity to reflect the high level of activity that is expected to continue in the near term. Other key revenue assumptions in the 10-year forecast are included in the notes portion of that forecast.

As preparation of the City Manager's recommended fiscal year 2014-15 budget continues, the revenue projections for the 10-year forecast will continue to be analyzed and refined. Three areas of focus will be sales tax, property tax, and transient occupancy tax. With respect to sales tax, long-term growth rates will be evaluated to ensure they are appropriate given the volatile nature of this revenue source. For property tax, growth rates will be analyzed in relation to the large projects that are in various stages of the development process. These projects have the potential to increase the assessed valuation of property in the City beyond the 5% annually that has preliminarily been projected for the next three years. Transient occupancy tax will be evaluated with respect to the potential for additional revenue from new hotel developments and the timing of that revenue. Any material updates to the assumptions

in the long-term forecast for these three revenue sources, or for any revenue source for that matter, will be discussed in detail in the recommended budget.

On the expenditure side, salaries and benefits are the focus areas of any forecast, since they make up such a large portion of overall General Fund operations, at approximately 70% of the total. For the purposes of this mid-year update, the short-and long-term assumptions for salary and benefits growth as a whole have been maintained. This includes the estimated employer contribution rate increases from the California Public Employees Retirement System (CalPERS) to account for recent changes in actuarial assumptions. Additional increases, which will be implemented beginning in fiscal year 2016-17, will be required to account for another set of recently approved changes to actuarial assumptions. Specifically, on February 18th, the CalPERS Board approved changes to mortality and other demographic assumptions that are expected to increase employer contribution rates by between 3.1% and 6.5% of pay for Miscellaneous employees and between 5.3% and 9.3% of pay for Safety employees. City staff is currently working with a consulting actuary to establish a Menlo Park-specific forecast for contribution rates, which will include these rate increases, to incorporate into the 10-year forecast that will be included in the recommended fiscal year 2014-15 budget. As such, these potential rate increases are not included in this version of the 10-year forecast. Because it is not likely that these increases can be fully absorbed by any increases to the revenue baseline, the next version of the 10-year forecast will include assumptions for any necessary actions to mitigate these increases, including potentially lowering future salary increase assumptions and/or increasing the amount of the employee cost share of the City's contribution rate, which would need to be negotiated. This provision for employees to share the cost of the employer contribution rate should it exceed a certain threshold has been a part of the labor agreements with the non-Safety groups for the past several years. The current agreement with the Safety units calls for a flat 3% cost share of the City's contribution rate, regardless of how much that rate increases.

Spending for both contract services and operating expenses is shown net of encumbrances before growing with inflation. For fiscal year 2014-15, the budget for contract services reflects an increase of \$2.5 million above the baseline amount. This increase reflects the need for continued outside contract support to meet the extremely high demand for permitting activity. \$1.5 million of this amount is offset by an increased revenue projection in fiscal year 2014-15, with the other \$1 million coming from permitting revenues exceeding expenditures in the current fiscal year, which was discussed in more detail earlier in this report.

With respect to non-personnel expenditures, it should be noted that the General Fund transfer out for infrastructure maintenance is subject to the same inflationary growth as other General Fund operating expenditures in the 10-year forecast. The regular transfer amount reflects the annual cost of maintaining the City's current infrastructure in its current condition. As such, the transfer is considered an essential part of a sustainable budget.

As noted previously, this version of the 10-year forecast is a very preliminary version based on current year performance and new information that has become available as



the fiscal year has progressed. This forecast will continue to be revised and refined up until the point it is presented to Council in the recommended budget in June. As such, the projections for future surpluses and deficits are very preliminary and should not be utilized to make decisions regarding the City's resources, especially given that the budgetary process to recommend an allocation of the City's resources amongst service areas based on Council's priorities is just getting underway. The 10-year forecast presented in the recommended budget will incorporate that recommended resource allocation within the context of available revenues and the impact of expenditure allocations on the overall fund balance. Material changes in service levels, both increases and decreases, will be discussed in detail in the recommended budget.

### **Other Funds**

Although the mid-year report is largely focused on the City's regular operations, which predominantly reside in the General Fund, an update on some of the City's other funds is included when there are material changes from original revenue projections and/or expenditure appropriations. Included in this update is a request to increase expenditure appropriations for three funds, the General Fund CIP, the Water Operations Fund, and the Rec In-Lieu Fund. A summary of all recommended increases is included in the Impact on City Resources section of this report.

**General Fund CIP** – It is through the General Fund CIP that the City has annually provided an adequate amount of funding to maintain the City's infrastructure (streets, sidewalks, buildings, etc.) in its current condition, thereby preventing the more costly repairs and upgrades needed when maintenance is deferred. This funding occurs through an annual transfer from the General Fund to the CIP Fund. This annual transfer, which is approximately \$2.3 million, is an integral part of the City's framework for a sustainable budget. Even during difficult economic times, this transfer has, at worst, been reduced, but not eliminated. This underscores the priority placed on maintaining infrastructure in the most cost-effective manner.

It is expected that the General Fund CIP Fund will be impacted in the years to come by the elimination of redevelopment resources from the mix of funding that makes up the City's Capital Improvement Plan. For example, new funding for work involved in landscaping, lighting, or other improvements along various streets throughout the redevelopment area, which had previously been funded by redevelopment resources, will need to be identified over the next several years in order to maintain current standards.

During the current fiscal year, there have been a number of Council-approved amendments to the CIP Fund. Some of these include increasing the current fiscal year's appropriation for the Facility Energy Retrofit project by over \$460,000 and appropriating nearly \$59,000 for the review and traffic engineering analysis for the 500 El Camino Real project. Because requests for additional appropriations have gone to Council as they have come up over the course of the fiscal year, there are only two requested modifications to the CIP Fund budget that are included in the mid-year report, and both of which are cost-neutral to the fund.

The first modification is to de-fund the City Admin Energy Audit project, which has a budget of \$40,000, and utilize those funds for a private/public strategic funding plan for the Climate Action Plan. Funds for the City Admin Energy Audit project were not needed because the City was able to get the audit done at no cost. As such, these funds are available for re-appropriation. The public/private strategic funding plan would help meet Council's approved community greenhouse gas reduction target by enhancing incentives and marketing efforts currently offered through the Statewide Energy Upgrade Program.

The second modification is to move funding (\$52,500) from fiscal year 2014-15 into the current fiscal year to accelerate the purchase of a portable stage for the Community Services Department. With the summer concert series approaching and the existing stage not in condition to make it through another season, it is important that the replacement stage be in place prior to the end of the fiscal year, which necessitates this budget amendment. This project is currently funded in the fiscal year 2014-15 CIP plan, and moving it forward does not impact the funding of any other projects. However, initial quotes received for replacement indicate additional funding in the amount of \$35,000 will be required. This additional funding is recommended to come from the Rec In-Lieu Fund.

**Water Operations Fund** – This fund accounts for the water sales and operations of the Menlo Park Municipal Water District. Due to the lack of rain this winter season, there has been an increase in water usage by our customers. As a result, the City expects it will purchase more water from the SFPUC than originally anticipated, which will require an increase in the expenditure budget. Staff recommends increasing the appropriation for purchased water by \$1,050,000, to \$6,000,000. This additional expenditure will be offset by increased revenues in the amount of \$1,300,000.

**Water Capital Improvement Fund** – This fund accounts for the proceeds of the capital surcharge from water usage. Due to the increase in water sales, there will be more revenue received from the surcharge. As such, the revenue projection for this fund is being increased by \$200,000, to \$1,000,000, as a part of this mid-year update.

**Construction Impact Fees** – This fund is supported through developer fees assessed to mitigate pavement damage due to heavy construction activity. Recently, revenues have approximated \$500,000 per year, and the fund currently contributes \$1 million to the bi-annual street resurfacing project. Due to increased development activity, the fund's revenue projection is being increased by \$600,000, to \$1,600,000. These revenues will be needed going forward to fund the additional work required to mitigate construction-related damage to the City's streets.

## **IMPACT ON CITY RESOURCES**

The fiscal impact of the requested changes to the expenditure appropriation of the various funds is discussed in the body of this report. Council's approval is requested to amend the current fiscal year 2013-14 budget to:

- Appropriate \$42,629 of grant revenues from the State for the Belle Haven Child Development Center (General Fund).

- Appropriate \$4,800 in contributions from the Library Foundation to support a monthly Teen Night Program (General Fund).
- De-fund the City Admin Energy Audit project in the amount of \$40,000 and re-appropriate those funds to a special project for a private/public strategic funding plan for the Climate Action Plan (CIP Fund).
- Appropriate \$52,500 for the accelerated replacement of the portable stage for the Community Services Department and eliminate \$52,500 in funding from the fiscal year 2014-15 CIP plan for the same project (CIP Fund).
- Appropriate \$35,000 from the Rec In-Lieu Fund to provide additional funding for the replacement of the portable stage. Sufficient funds are available in the Rec In-Lieu Fund to cover this appropriation.
- Increase the appropriation for purchased water by \$1,050,000 (Water Operations Fund). This additional appropriation will be offset by increased revenues.

All revenue projections made for the adopted fiscal year 2013-14 budget have been reviewed as a part of the mid-year update. If applicable, projections have been modified to reflect changes in economic conditions or new revenue sources, such as grants.

## **POLICY ISSUES**

The acceptance of the mid-year report and authorization of the associated budget revisions does not represent a change in City policy.

## **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. Revised 10-year forecast

Report prepared by:

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*Finance Director*

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**City of Menlo Park  
General Fund 10-Year Projection <sup>(1)</sup>**

**Attachment A**

	<b>Adopted Budget 2014</b>	<b>Adjusted Budget 2014</b>	<b>Forecast 2015</b>	<b>Forecast 2016</b>	<b>Forecast 2017</b>	<b>Forecast 2018</b>	<b>Forecast 2019</b>	<b>Forecast 2020</b>	<b>Forecast 2021</b>	<b>Forecast 2022</b>	<b>Forecast 2023</b>	<b>Forecast 2024</b>
<b>Revenue Categories</b>												
Property Taxes	\$13,955,000	(2) \$14,715,000	(2) \$14,560,493	(2) \$15,277,285	(2) \$16,029,468	\$15,796,585	\$16,428,448	\$17,085,586	\$17,769,009	\$18,479,770	\$19,218,960	\$19,987,719
Sales Tax	6,331,400	6,136,400	(3) 6,578,416	(3) 6,382,288	(3) 6,564,121	6,845,063	7,121,141	7,408,376	7,707,219	8,018,142	8,341,634	8,678,203
Transient Occupancy Tax	3,743,000	4,100,000	4,264,000	4,434,560	4,611,942	4,796,420	4,988,277	5,187,808	5,395,320	5,611,133	5,835,578	6,069,002
Utility Users' Tax	1,184,620	1,135,000	1,179,440	1,225,658	1,273,724	1,323,713	1,375,701	1,429,769	1,486,000	1,544,480	1,605,299	1,668,551
Franchise Fees	1,812,300	1,812,300	1,884,792	1,960,184	2,038,591	2,120,135	2,204,940	2,293,138	2,384,863	2,480,258	2,579,468	2,682,647
Licenses and Permit	4,459,465	(4) 6,559,465	(4) 5,997,847	4,756,172	4,914,397	5,178,602	5,349,661	5,527,551	5,712,545	5,904,929	6,204,557	6,412,744
Intergovernmental Revenue	741,704	836,917	870,394	905,209	941,418	979,075	1,018,237	1,058,967	1,101,326	1,145,379	1,191,194	1,238,842
Fines & Forfeitures	1,319,980	1,149,980	1,372,779	1,427,690	1,484,798	1,544,190	1,605,957	1,670,196	1,737,004	1,806,484	1,878,743	1,953,893
Interest & Rent Income	777,712	844,437	810,420	844,437	879,815	916,607	954,872	994,667	1,036,053	1,079,095	1,123,859	1,170,414
Charges for Services	7,795,222	7,595,222	(5) 7,976,029	8,282,002	8,600,149	8,930,957	9,274,931	9,632,597	10,004,503	10,391,219	10,793,336	11,225,069
Donations	31,050	31,050	32,292	33,584	34,927	36,324	37,777	39,288	40,860	42,494	44,194	45,962
Other Financing Sources	398,396	(6) 1,175,018	419,322	436,095	453,539	471,680	490,547	510,169	530,576	551,799	573,871	596,826
<b>Total Revenues</b>	<b>\$42,549,849</b>	<b>\$ 45,874,064</b>	<b>\$ 45,946,223</b>	<b>\$ 45,965,164</b>	<b>\$ 47,826,889</b>	<b>\$ 48,939,350</b>	<b>\$ 50,850,489</b>	<b>\$ 52,838,111</b>	<b>\$ 54,905,279</b>	<b>\$ 57,055,182</b>	<b>\$ 59,390,694</b>	<b>\$ 61,729,870</b>
<b>Expenditure Categories</b>												
Salaries and Wages	\$21,080,312	\$21,212,632	(7) \$21,849,011	\$22,722,971	\$23,631,890	\$24,577,166	\$25,560,252	\$26,582,663	\$27,645,969	\$28,751,808	\$29,901,880	\$31,097,955
Benefits	8,260,286	8,128,296	(8) 8,494,069	8,918,773	9,337,955	9,776,839	10,236,350	10,717,459	11,146,157	11,592,004	12,055,684	12,537,911
Operating Expense	3,174,428	3,265,447	3,396,065	3,531,907	3,673,184	3,820,111	3,972,916	4,131,832	4,297,105	4,468,990	4,647,749	4,833,659
Utilities	1,197,111	1,197,111	1,244,995	1,294,795	1,346,587	1,400,451	1,456,469	1,514,727	1,575,316	1,638,329	1,703,862	1,772,017
Services	4,392,366	(9) 5,955,834	(9) 6,562,000	4,127,000	4,292,080	4,463,763	4,642,314	4,828,006	5,021,127	5,221,972	5,430,850	5,648,084
Fixed Assets and Capital Outlay	372,611	513,252	423,433	440,370	457,985	476,304	495,357	515,171	535,778	557,209	579,497	602,677
Travel	72,705	73,452	76,390	79,446	82,624	85,928	89,366	92,940	96,658	100,524	104,545	108,727
Repairs and Maintenance	882,419	858,305	892,637	928,343	965,476	1,004,095	1,044,259	1,086,030	1,129,471	1,174,650	1,221,636	1,270,501
Special Projects Expenditures	360,500	393,500	409,240	425,610	442,634	460,339	478,753	497,903	517,819	538,532	560,073	582,476
Capital and Transfers Out	2,554,600	2,554,600	2,656,784	2,763,055	2,873,578	2,988,521	3,108,062	3,232,384	3,361,679	3,496,146	3,635,992	3,781,432
<b>Estimated Savings</b>		(750,000)										
<b>Total Expenditures</b>	<b>\$42,347,338</b>	<b>\$43,402,429</b>	<b>\$46,004,625</b>	<b>\$45,232,270</b>	<b>\$47,103,993</b>	<b>\$49,053,518</b>	<b>\$51,084,097</b>	<b>\$53,199,115</b>	<b>\$55,327,080</b>	<b>\$57,540,163</b>	<b>\$59,841,769</b>	<b>\$62,235,440</b>
<b>Subtotal Impact to Fund Balance</b>	<b>\$202,511</b>	<b>\$ 2,471,635</b>	<b>(\$58,402)</b>	<b>\$732,894</b>	<b>\$722,896</b>	<b>(\$114,168)</b>	<b>(\$233,607)</b>	<b>(\$361,004)</b>	<b>(\$421,800)</b>	<b>(\$484,981)</b>	<b>(\$451,076)</b>	<b>(\$505,570)</b>
<b>Reserved for Development Permitting</b>		<b>(\$1,000,000)</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Impact to Fund Balance</b>		<b>\$ 1,471,635</b>	<b>\$ 941,598</b>	<b>\$ 732,894</b>	<b>\$ 722,896</b>	<b>\$ (114,168)</b>	<b>\$ (233,607)</b>	<b>\$ (361,004)</b>	<b>\$ (421,800)</b>	<b>\$ (484,981)</b>	<b>\$ (451,076)</b>	<b>\$ (505,570)</b>

**Notes to 10-year Forecast:**

- <sup>(1)</sup> Revenues and expenditures are generally anticipated to grow by inflation of approximately 4% unless otherwise indicated.
- <sup>(2)</sup> Property Tax increase in 2013-14 due to 100% of Excess ERAF. Excess ERAF reduced to 50% from 2014-15 - 2016-17 and then eliminated thereafter. Standard increases at 5% from 2014-15 - 2016-17; 4% thereafter.
- <sup>(3)</sup> Sales Tax increase in 2014-15 due to the impact of the Facebook construction on sales tax. Sales tax base to grow 2% in 2015-16, 3% 2016-17, and 4% thereafter.
- <sup>(4)</sup> Licenses and Permits revenue up over baseline in 2013-14 and 2014-15 due to development activity; returning to annual baseline amount in 2015-16.
- <sup>(5)</sup> Charges for Services increase 5% in 2014-15 due to development activity.
- <sup>(6)</sup> Other Financing Sources up in 2013-14 due to sale of Hamilton property (\$772,000).
- <sup>(7)</sup> Salary increase assumption is 3% in 2014-15 and 4% thereafter.
- <sup>(8)</sup> Includes CalPERS rate increases due to changes to actuarial methodology related to the recognition of investment gains and losses.
- <sup>(9)</sup> Services up in 2013-14 and 2014-15 to reflect development activity. There is a corresponding increase in revenues.

**Other Notes and Assumptions:**

Property tax will be analyzed further to incorporate the impact of specific large-scale development projects.  
 Transient occupancy tax projections do not currently include any new hotels in the City.  
 Benefits do not incorporate additional CalPERS employer contribution rates that are expected to begin in FY 2016-17 (improvements in mortality).

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