



# CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, May 6, 2014  
7:00 P.M.  
701 Laurel Street, Menlo Park, CA 94025  
City Council Chambers

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## 7:00 P.M. REGULAR SESSION

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

## PLEDGE OF ALLEGIANCE

## ANNOUNCEMENTS

### A. PRESENTATIONS AND PROCLAMATIONS

A1. Proclamation for Bike to Work Day (May 8, 2014)

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

B1. Consider applicants for appointment to fill two vacancies on the Environmental Quality Commission, four vacancies on the Transportation Commission, three vacancies on the Bicycle Commission and three vacancies on the Library Commission ([Staff report #14-074](#))

### 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. Approval of the lease dated April 29, 2014 with Peninsula Volunteers, Inc. for the Little House located in Nealon Park, 800 Middle Avenue, Menlo Park, California

([Staff report #14-063](#))

D2. Approve minor changes to the Below Market Rate (BMR) Housing Program Guidelines

([Staff report #14-069](#))

D3. Authorize the City Manager to execute a one-year extension of the existing contract with Turbo-Data Systems, Inc. for parking citation processing and related services

([Staff report # 14-070](#))

D4. Authorize the City Manager to enter into a contract with GHD Inc. in the amount of \$84,220 and future augments as may be necessary for the preparation of an Initial Study and Mitigated Negative Declaration for the Menlo Park Fire Protection District Station 6 Redevelopment Project ([Staff report # 14-071](#))

- D5.** Authorize the Public Works Director to accept the work performed by Del Conte's Landscaping, Inc. for the Santa Cruz Avenue Irrigation Replacement Project  
([Staff report # 14-072](#))
- D6.** Adopt a resolution authorizing the installation of 2-hour parking restrictions between 10:00 a.m. and 4:00 p.m., Mondays to Fridays, holidays excepted, on the segment to San Mateo Drive, both sides, between the bike bridge and northern Bay Laurel Drive  
([Staff report # 14-075](#))
- D7.** Accept Council minutes for the meeting of April 29, 2014 ([Attachment](#))

**E. PUBLIC HEARINGS**

- E1.** Consider an Appeal of the Planning Commission's decision to approve a use permit for a new two-story, single-family residence on a substandard lot at 772 Harvard Avenue  
([Staff report #14-073](#))

**F. REGULAR BUSINESS**

- F1.** Adopt a resolution authorizing the installation of stop signs at the northerly and southerly ends of Wallea Drive at San Mateo Drive ([Staff report # 14-076](#))
- F2.** Approve by resolution a Memorandum of Agreement regarding funding to share in the cost of an animal care shelter on Airport Boulevard in San Mateo to serve Menlo Park and other local municipalities ([Staff report # 14-077](#))
- F3.** Provide general feedback to the Parks and Recreation Commission regarding non-resident fees and registration procedures for Community Services Programs  
([Staff report # 14-078](#))

**G. CITY MANAGER'S REPORT – None**

**H. WRITTEN COMMUNICATION – None**

**I. INFORMATIONAL ITEMS – None**

**J. COUNCILMEMBER REPORTS**

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

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

**L. ADJOURNMENT**

Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at <http://www.menlopark.org> and can receive e-mail notification of agenda and staff report postings by subscribing to the "Home Delivery" service on the City's homepage. Agendas and staff reports may also be obtained by contacting the City Clerk at (650) 330-6620. Copies of the entire packet are available at the library for viewing and copying. (Posted: 05/01/2014)

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

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

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

City Council meetings are televised live on Government Access Television Cable TV Channel 26. Meetings are re-broadcast on Channel 26 on Thursdays and Saturdays at 11:00 a.m. A DVD of each meeting is available for check out at the Menlo Park Library. Live and archived video stream of Council meetings can be accessed at <http://www.menlopark.org/694/Watch-Public-Meetings>.

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

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## ADMINISTRATIVE SERVICES DEPARTMENT

Council Meeting Date: May 6, 2014  
Staff Report #: 14-074

Agenda Item #: B-1

**COMMISSION REPORT:** Consider applicants for appointment to fill two vacancies on the Environmental Quality Commission, four vacancies on the Transportation Commission, three vacancies on the Bicycle Commission, and three vacancies on the Library Commission

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### RECOMMENDATION

Staff recommends appointing applicants to fill two vacancies on the Environmental Quality Commission, and four vacancies on the Transportation Commission, three vacancies on the Bicycle Commission, and three vacancies on the Library Commission.

### BACKGROUND

Staff conducted recruitment for the vacant positions by publishing press releases in the *Daily News*, the *Almanac* and *Patch.com*, posting notices on the City's Facebook page and website, displaying ads on the electronic bulletin boards throughout the City's recreation facilities, the main library and on government access Channel 29, and by reaching out to the community through the social media site Next Door, the Chamber of Commerce online newsletter and by emailing targeted residents.

#### **Environmental Quality Commission applicants:**

- Chris DeCardy (incumbent)
- Christina Smolke (incumbent)
- Marjorie Zimmerman

#### **Transportation Commission applicants:**

- Jonas Halpren
- Adina Levin (incumbent)
- Philip Mazzara (incumbent)
- Maurice Shiu (incumbent)
- Josh Wetzel
- Matthew Zumstein

#### **Bicycle Commission applicants:**

- Lydia Lee
- Whitney McKierman
- Matthew Zumstein

**Library Commission applicants:**

- Jacqueline Cebrian (incumbent)
- Charles Ehrlich
- George Repple

**ANALYSIS**

Pursuant to City Council Policy CC-01-0004 (Attachment A), commission members must be residents of the City of Menlo Park and serve for designated terms of four years, or through the completion of an unexpired term. Residency for all applicants has been verified by the City Clerk's office.

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

There are currently two vacancies on the Environmental Quality Commission due to the expiring terms of Chris DeCardy and Christina Smolke, who are both eligible to reapply and have.

The four vacancies on the Transportation Commission are due to the resignation of Nathan Hodges and expiring terms Maurice Shiu, Adina Levin and Philip Mazzara who are all eligible to reapply and have.

Our office has received three applications for four vacancies on the Bicycle Commission. The vacancies are due to the resignation of Mary Ann Levenson, the expiring term of Greg Klingsporn, who served two consecutive terms and is no longer eligible to apply, and the two seats vacated by Michael Meyer and Andrew Combs who now serve on the Transportation and Planning Commissions respectively.

Last, there are three applications for six vacancies on the Library Commission. The vacancies are due to the resignations of Michelle Figueras and Deepa Rich who moved out of the jurisdiction and the expiring terms of Amy Hamilton, Jacqueline Cebrian, Vin Sharma and Amita Vasudeva who are all eligible to reapply.

**IMPACT ON CITY RESOURCES**

Staff support for selection of commissioners is included in the FY 2013-14 Budget.

**POLICY ISSUES**

Council Policy CC-01-004 establishes the policies, procedures, roles and responsibilities for the City's appointed commissions and committees.

**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. Excerpt from Council Policy CC-01-004, pages 5-6
- B. Commission Applications\*

Report prepared by:

*Pamela Aguilar*

*City Clerk*

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

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

Application/Selection Process

1. The application process begins when a vacancy occurs due to term expiration, resignation, removal or death of a member.
2. The application period will normally run for a period of four weeks from the date the vacancy occurs. If there is more than one concurrent vacancy in a Commission, the application period may be extended. Applications are available from the City Clerk's office and on the City's website.
3. The City Clerk shall notify members whose terms are about to expire whether or not they would be eligible for reappointment. If reappointment is sought, an updated application will be required.
4. Applicants are required to complete and return the application form for each Commission/Committee they desire to serve on, along with any additional information they would like to transmit, by the established deadline. Applications sent by fax, email or submitted on-line are accepted; however, the form submitted must be signed.
5. After the deadline of receipt of applications, the City Clerk shall schedule the matter at the next available regular Council meeting. All applications received will be submitted and made a part of the Council agenda packet for their review and consideration. If there are no applications received by the deadline, the City Clerk will extend the application period for an indefinite period of time until sufficient applications are received.
6. Upon review of the applications received, the Council reserves the right to schedule or waive interviews, or to extend the application process in the event insufficient applications are received. In either case, the City Clerk will provide notification to the applicants of the decision of the Council.
7. If an interview is requested, the date and time will be designated by the City Council. Interviews are open to the public.
8. The selection/appointment process by the Council shall be conducted open to the public. Nominations will be made and a vote will be called for each nomination. Applicants receiving the highest number of affirmative votes from a majority of the Council present shall be appointed.
9. Following a Council appointment, the City Clerk shall notify successful and unsuccessful applicants accordingly, in writing. Appointees will receive copies of the City's Non-Discrimination and Sexual Harassment policies, and disclosure statements for those members who are required to file under State law as designated in the City's Conflict of Interest Code. Copies of the notification will also be distributed to support staff and the Commission/Committee Chair.
10. An orientation will be scheduled by support staff following an appointment (but before taking office) and a copy of this policy document will be provided at that time.

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

Attendance

1. An Attendance Policy (CC-91-001), shall apply to all advisory bodies. Provisions of this policy are listed below.
  - A compilation of attendance will be submitted to the City Council at least annually listing absences for all Commissions/Committee members.
  - Absences, which result in attendance at less than two thirds of their meetings during the calendar year, will be reported to the City Council and may result in replacement of the member by the Council.
  - Any member who feels that unique circumstances have led to numerous absences can appeal directly to the City Council for a waiver of this policy or to obtain a leave of absence.
2. While it is expected that members be present at all meetings, the Chair and Staff Liaison should be notified if a member knows in advance that he/she will be absent.

Compensation

1. Members shall serve without compensation (unless specifically provided) for their services, provided, however, members shall receive reimbursement for necessary travel expenses and other expenses incurred on official duty when such expenditures have been authorized by the City Council (See Policy CC-91-002).

Conflict of Interest and Disclosure Requirements

1. A Conflict of Interest Code has been updated and adopted by the City Council and the Community Development Agency pursuant to Government Code Section 87300 et seq. Copies of this Code are filed with the City Clerk. Pursuant to the adopted Conflict of Interest Code, members serving on the Planning Commission are required to file a Statement of Economic Interest with the City Clerk to disclose personal interest in investments, real property and income. This is done within thirty days of appointment and annually thereafter. A statement is also required within thirty days after leaving office.
2. If a public official has a conflict of interest, the Political Reform Act may require the official to disqualify himself or herself from making or participating in a governmental decision, or using his or her official position to influence a governmental decision. Questions in this regard may be directed to the City Attorney.

Qualifications, Compositions, Number

1. In most cases, members shall be residents of the City of Menlo Park, at least 18 years of age and a registered voter.
2. Current members of any other City Commission or Committee are disqualified for membership, unless the regulations for that advisory body permit concurrent membership.
3. Commission/Committee members shall be permitted to retain membership while seeking any elective office. However, members shall not use the meetings, functions or activities of such bodies for purposes of campaigning for elective office.

**COMMISSION APPLICATIONS**

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

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## OFFICE OF THE CITY ATTORNEY

Council Meeting Date: May 6, 2014  
Staff Report #: 14-063

Agenda Item #: D-1

**CONSENT CALENDAR:**            **Approval of the Lease dated April 29, 2014 with Peninsula Volunteers, Inc. for the Little House Located in Nealon Park, 800 Middle Avenue, Menlo Park, California**

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### RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a new Lease with Peninsula Volunteers, Inc. dated April 29, 2014 and authorizing the Mayor to execute the Lease on behalf of the City.

### BACKGROUND

In 1953, the City of Menlo Park entered into a lease with Peninsula Volunteers, Inc. ("PVI") for a portion of Nealon Park, which PVI has continuously leased since that time. PVI constructed the Little House building and transferred ownership of the building to the City. In 1995, the lease was updated and extended to 2015.

### ANALYSIS

PVI intends to fund substantial renovations to the Little House and is requesting that the City enter into a new long term lease to extend the term for an additional 20 years beyond the current expiration date which is January 31, 2015. The terms and conditions of the Lease remain essentially the same as the existing lease, but have been updated with modern insurance, maintenance/repair provisions and to more accurately reflect the community programs and operations of the Little House.

The Peninsula Volunteers Board of Directors held a meeting on April 29, 2014 meeting at which they formally accepted the new Little House lease as presented in this agenda item.

### IMPACT ON CITY RESOURCES

Payment for the full 20-year term of the Lease is Twenty Dollars (\$20). PVI is taking the property as-is and the City will not be responsible for any maintenance or repair expenses, any capital improvements or replacements, or payment of any property taxes or assessments.

## **POLICY ISSUES**

Continuing the lease of a portion of Nealon Park, including the Little House building, to PVI would continue to provide an important community service in that the Little House provides programming oriented toward Menlo Park seniors that are not otherwise provided by the City West of Highway 101.

## **ENVIRONMENTAL REVIEW**

This is not a project for purposes of the California Environmental Quality Act.

## **PUBLIC NOTICE**

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

## **ATTACHMENTS**

- A. Resolution
- B. Lease

Report prepared by:  
*William L. McClure*  
*City Attorney*

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THAT CERTAIN LEASE DATED APRIL 29, 2014 BETWEEN THE CITY OF MENLO PARK AND PENINSULA VOLUNTEERS, INC.**

WHEREAS, the City Council of the City of Menlo Park has read and considered that certain Lease dated April 29, 2014, between the City of Menlo Park and Peninsula Volunteers, Inc., which replaces the existing lease dated February 1, 1995 and extends the term to January 31, 2035; and

WHEREAS, the City Council of the City of Menlo Park having been fully advised on the matter is satisfied that the Lease is fair and reasonable and is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park finds that the public interest requires entering into and hereby approves the Lease dated April 29, 2014 attached hereto as Exhibit A and incorporated herein by this reference and authorizes the Mayor of the City of Menlo Park to execute the Lease on behalf of the City.

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 sixth day of May, 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 sixth day of May, 2014.

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Pamela Aguilar  
City Clerk

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**LEASE**

THIS LEASE, which replaces the Lease dated February 1, 1995, is executed effective as of April 29, 2014 by and between the CITY OF MENLO PARK (hereinafter referred to as "Lessor"), and PENINSULA VOLUNTEERS, INC., a California non-profit corporation (hereinafter referred to as "Lessee"), who agree as follows:

1. **PREMISES.** Lessor leases to Lessee a portion of that certain real property located at the site commonly known as Nealon Park, 800 Middle Avenue, Menlo Park, California, as more particularly shown and described in Exhibit A ("Premises"), attached hereto and incorporated herein by this reference. The improvements existing on the Premises as of the date of this Lease are the Lessor's property, but were constructed by Lessee.
2. **AS IS CONDITION.** Lessee currently occupies the Premises and is aware of its existing condition. Notwithstanding any provision in this Lease to the contrary, the Premises shall be delivered and Lessee accepts the Premises in its present "AS IS" condition.
3. **TERM.** The term of this Lease shall commence on the effective date above and terminate on January 31, 2035. Thereafter, the Lease shall continue on the same terms and conditions unless terminated by either party upon six months notice.
4. **RENTAL.** Lessee agrees to pay to Lessor as rental for the Premises the sum of Twenty Dollars (\$20.00) as payment in full for the Lease term in lawful money of the United States upon execution of this Lease.
5. **TAXES; ASSESSMENTS.** Lessee shall pay all real and personal property taxes (if any), general and special assessments (if any), and other charges of every description levied on or assessed against the Premises, improvements located on the Premises, personal property located on or in the land or improvements, the leasehold estate, or any sub-leasehold estate, to the full extent of installments falling due during the term, whether belonging to or chargeable against Lessor or Lessee. Lessee shall make all such payments direct to the charging authority before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. If, however, the law expressly permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), Lessee may, at Lessee's election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency.
6. **USE.**
  - 6.1 Lessee shall use the Premises, and the improvements located thereon, for the operation of a non-profit non-sectarian community service and recreational programs oriented toward seniors

("Programs") and for no other use without Lessor's prior written consent. The Programs shall be offered on a non-discriminatory basis by Lessee and shall be open and available to the public residing in the City Menlo Park and elsewhere. To the extent possible, preference shall be given to participants residing in the City of Menlo Park.

6.2 Lessee may rent space on the Premises provided that the person(s) renting the Premises is conducting program(s) that satisfy the use provisions of Section 6.1, above; do not violate Section 6.3, below; and do not require a conditional use permit under the Zoning Ordinance. Rentals pursuant to this Section 6.2 shall be short-term, six months or less, and are not intended to be a sublease. Nothing in this section is intended to allow rental of the Premises for weddings. Lessee shall have staff on the Premises during any such rentals. Any proposed rental of the Premises that exceeds the terms of this Section 6.2, but does not require a discretionary approval pursuant to the Zoning Ordinance, may be approved by the City Manager or his/her designee. Any use that does not satisfy the requirements of Sections 6.1 and 6.2 shall require an amendment to the use permit for the Premises.

6.3 Lessee shall not operate Programs which may create a nuisance or disturbances outside the facility or which disturb the quiet enjoyment of persons residing in the neighborhood surrounding the Premises.

6.4 Lessee shall obtain all necessary licenses and shall comply with all Local, State, and Federal regulations pertaining to the use of the Premises. Lessee shall be responsible for reasonable security in and around the Premises and any improvements located thereon.

7. ALTERATIONS/IMPROVEMENTS. Lessee shall not make any additions, alterations, or changes to the Premises, including any improvement located thereon, without the prior written consent of the Lessor. Lessor agrees not to unreasonably withhold such consent. Further, Lessee shall not make any additions, alterations, or changes to the Premises, including any improvement located thereon, without proper approvals from the City of Menlo Park Planning, Building and Public Works Departments. Any additions or alterations to the Premises, including any improvement located thereon, shall become a part of the realty and shall revert to Lessor in good condition, reasonable wear and tear excepted, upon the expiration of the term or earlier termination of this Lease. Lessee shall not change any of the locks on the Premises without providing Lessor with a duplicate key.

8. MAINTENANCE AND UTILITIES.

8.1 Lessee shall be responsible for all maintenance, repair, and janitorial services for the Premises and any improvements located

thereon, and shall pay the costs associated with such maintenance, repair and janitorial services, including but not limited to supplies, contract services, repairs and other maintenance costs.

- 8.2 Lessee shall be responsible for the maintenance and repair of the roof, roof membrane and structural elements of the building(s) located on the Premises.
  - 8.3 Lessee shall be responsible for all utility costs, including gas, electricity, water and telephone, and all such maintenance, repair, installation and deposits for these services.
  - 8.4 Lessee shall keep and maintain the Premises in good condition and repair and shall use the Premises in a careful, safe, and proper manner.
  - 8.5 Lessor shall be responsible for maintenance and repair of the paving and landscaping.
9. ASSIGNMENT AND SUBLETTING. Lessee may not assign this Lease nor sublet the Premises without Lessor's prior written consent, which consent may be withheld in Lessor's absolute discretion. Notwithstanding the foregoing, Lessor shall not unreasonably withhold consent to the assignment or sublease of the Premises to another non-profit, non-sectarian entity providing community service, recreational, and/or educational programs oriented toward seniors generally available to City of Menlo Park residents.
10. ABANDONMENT. Should the Lessee abandon, be dispossessed of, surrender or otherwise vacate the Premises, the Lessor, at Lessor's option, may immediately terminate this Lease and enter the Premises and remove all persons and property. Lessee shall not allow the Premises to be vacant for more than a thirty (30) day period without the prior written approval of Lessor.
11. DEFAULT.
- 11.1 In the event of a default, Lessor shall give written notice thereof to Lessee. In the event that Lessee shall not have cured the default within ten (10) days of the notice, or if the default is of a nature which cannot reasonably be cured within ten (10) days and Lessee shall not have commenced to cure the default and be diligently pursuing such cure to completion, then Lessor, besides any other right or remedies that Lessor may have, shall have the right to terminate this Lease.
  - 11.2 Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from Lessee all damages it may incur by reason of such breach,

including the cost of recovering the Premises, and any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform Lessee's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

12. DESTRUCTION:

12.1 In the event the Premises and/or any improvements located thereon are partially destroyed from any cause, Lessee shall repair the property, provided the cost of such repairs are at least ninety percent (90%) covered by insurance and such repairs can be made within nine (9) months. Such partial destruction shall not void this Lease.

12.2 If the repairs cannot be made within nine (9) months, this Lease may be terminated at the option of either party. In the event the Premises and/or any improvements located thereon or in the future suffer the destruction of more than fifty percent (50%) of the replacement cost or in the event insurance proceeds are not sufficient to cover the cost of repairs, Lessee may elect to terminate this Lease.

12.3 In the event either party elects to terminate this Lease as provided in this Section 12, Lessor shall have the option of collecting all insurance proceeds payable as a result of the damage or destruction of the Premises and taking the Premises in its condition or, in the alternative, requiring the Lessee to demolish the improvements in which event the Lessee shall retain any insurance proceeds.

12.4 Lessor shall not be obligated to replace or pay for the replacement of any of the improvements which may be damaged or destroyed.

13. INSURANCE AND INDEMNIFICATION.

13.1 Lessee, at its own expense, shall provide and keep in force public liability insurance for the benefit of Lessor and Lessee jointly against liability for bodily injury and property damage in an amount of not less than Two Million Dollars (\$2,000,000.00) for injury to, or death of one person in any one accident or occurrence, and in the amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence in respect to damage to property, such limits to be for any greater amounts as may be reasonably indicated by circumstances from time to time existing. Lessor shall be named as an additional insured on Lessee's insurance policy with respect to the leased Premises.

13.2 Lessee, during the continuance of this Lease, covenants and agrees to defend, indemnify and hold harmless the Lessor, its agents and employees from each and every loss, cost, damage

and expense arising out of any accident or other occurrence on the Premises causing injury to or death of persons or damage to Premises and any improvements located thereon or in the future by reason of the condition of the Premises, or due to the use or neglect thereof by Lessee or any subtenant of Lessee if permitted. Lessee further agrees during the continuance of this Lease also to defend, indemnify and hold harmless the Lessor from all damages and penalties arising out of any claims of Lessee's negligence or failure of the Lessee to comply with any of Lessee's obligations hereunder. Notwithstanding the foregoing, Lessee shall have no obligation to defend, indemnify or hold harmless Lessor from any claim, damage or liability arising out of Lessor's gross negligence or willful misconduct.

13.3 Lessee shall defend, indemnify and hold Lessor harmless from and against any and all costs, attorneys' fees, expenses and liabilities incurred in or about any of the foregoing claims or any action or proceeding brought thereon. In case any action or proceeding be brought against the Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damages to property or injury to persons in or about the Premises from any cause whatsoever except that which is caused by the failure of the Lessor to observe any of the terms and conditions of this Lease. The obligations of Lessee under this section arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease. Lessor shall indemnify, defend and hold Lessee harmless from and against any and all costs arising out of Lessor's gross negligence, willful misconduct or breach of this Lease.

13.4 Lessee, at its cost and expense, shall provide and keep in force fire and other casualty insurance in such amounts and upon such terms as Lessee may deem appropriate, but in no event less than the full replacement cost of the building and improvements within the Premises (or shall reimburse Lessor for the premium for such insurance policy if the parties elect to have the City maintain such policy). All such insurance proceeds shall be utilized by Lessee for the repair or replacement of any improvements in the event of damage or destruction.

14. QUIET POSSESSION. Lessor shall not disturb Lessee's quiet enjoyment and possession of the Premises during the term of this Lease.

15. INSPECTION. Lessor may enter onto the Premises at all reasonable times to inspect the Premises. Lessor shall attempt to provide twenty-four (24) hours notice to Lessee prior to such entry.

16. LIENS. Lessee shall keep the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee; and Lessee agrees to defend Lessor at his sole cost and expense against any and all law suits arising from such lien upon receipt of notice of opportunity to defend from Lessor.
17. NOTICES. All notices between the parties shall be in writing and sent by U.S. Certified Mail - Return Receipt or personally delivered to: Lessor: CITY OF MENLO PARK, 701 Laurel Street, Menlo Park, California 94025, Attn: City Manager; Lessee: PENINSULA VOLUNTEERS, INC., 800 Middle Avenue, Menlo Park, California 94025, Attn: Executive Director.
18. WAIVER. The waiver by Lessor of a breach by Lessee of any agreement herein, shall not be deemed to be a waiver on a part of Lessor of any covenant of this Lease. Such waiver by Lessor shall not constitute a waiver of any future breach by Lessee of the same or other covenants of this Lease.
19. MISCELLANEOUS.
  - 19.1 This Lease shall be binding on the administrators, assigns, executors, heirs and successors of Lessor and Lessee.
  - 19.2 Should either party bring an action for breach under any of the conditions and terms of this Lease, the losing party agrees to pay to the prevailing party all reasonable attorneys' fees and cost, as fixed by the court.
  - 19.3 Section headings are for reference only and shall have no effect upon the interpretations of this Lease.
  - 19.4 Time is of the essence of each provision of this Lease.
  - 19.5 The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

LESSOR

LESSEE

CITY OF MENLO PARK

PENINSULA VOLUNTEERS

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

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

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



## COMMUNITY SERVICES DEPARTMENT

Council Meeting Date: May 6, 2014  
Staff Report #: 14-069

Agenda Item #: D2

**CONSENT CALENDAR:**            **Approve minor changes to the Below Market Rate (BMR) Housing Program Guidelines**

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### RECOMMENDATION

Staff recommends that the City Council make minor changes to the Below Market Rate (BMR) Housing Program Guidelines (Attachment A).

### BACKGROUND

Menlo Park's BMR Program was created in 1988 to provide homeownership opportunities for low- and moderate-income families living or working in Menlo Park. Since that time, several updates and revisions have occurred to the Guidelines as conditions change and issues arise in implementation of the program.

The City currently has 63 occupied BMR units, with three more, located at the 389 El Camino Real development, in process.

### ANALYSIS

Attachment A includes the tracked changes in blue, which include numerous corrections to reflect management of the program by a contractor rather than City staff as well as:

- Page 13, 6.5: excluding elderly parents living in the homes of wait list applicants from the home owner education requirement.
- Page 23, 13.2: deleting text that might appear to prohibit use of BMR funds for administrative costs of the program
- Page 24, 13.3: specifying that BMR funds may be used for administrative costs of the program
- Page 26, Table A: clarifying the source of income guidelines as HUD as the County's guidelines and HUD guidelines now differ.
- Other changes to improve consistency and accuracy.

## **IMPACT ON CITY RESOURCES**

The BMR Fund is the sum of contributions from developers in the form of in-lieu payments and commercial linkage fees. Commercial linkage is tied to the square footage of commercial developments to account for the housing needs of new workers who will occupy that space. In-lieu fees are paid when the dedication of one or more BMR units to the program is deemed infeasible. The BMR Fund balance is approximately \$11.8 million in total funds and \$5.5 million in uncommitted funds as of March 31, 2014.

Since the elimination of the Housing Division in 2011, precipitated by the State's dissolution of Redevelopment Agencies, other City staff have assumed responsibility for managing the BMR program with a negative impact on the City's General Fund. Although the majority of the changes to the document do not impact City budgets, shifting the costs of administering the BMR program to the BMR fund will save the General Fund approximately \$25,000 annually for staff costs. Contracts with area non-profits for management of portions of the program are already being charged to the BMR fund, totaling approximately \$50,000 annually.

## **POLICY ISSUES**

The BMR Guidelines were originally adopted by City Council on January 12, 1988 and have been revised six times in the intervening years. The City Council maintains the prerogative to initiate changes necessary to make the program more effective.

Although no policy changes are made with the above revisions, staff will be bringing policy related changes to the BMR Guidelines to the Council in the near future that are necessary for the implementation of the Housing Element, including amendments to the Guidelines to cover implementation of State Density Bonus Law and the Affordable Housing Overlay Zone. Additionally, changes will need to be made to allow for the prioritization of funds for non-profit development of workforce rental housing affordable to low and very low income households on sites the City has determined to be viable for Low Income Housing Tax Credits. Staff plans to bring these changes forward in the next six months.

## **ENVIRONMENTAL REVIEW**

Consideration of the BMR Guidelines is not a project under CEQA.

## **PUBLIC NOTICE**

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



## **ATTACHMENTS**

- A. [BMR Guidelines](#) – Track Changes Version
- B. Resolution

Report prepared by:  
*Cherise Brandell*  
*Community Services Director*

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## BELOW MARKET RATE HOUSING PROGRAM GUIDELINES

**The rental BMR provisions contained in this document are not currently enforceable due to the Palmer court decision. The severability clause (13.6) allows the remainder of the guidelines to remain in effect. If changes are made to state law that allow the resumption of rental BMR programs, these provisions will be reinstated or changed as needed to comply with state law.**

**May 4, 2011**

### **Income Limits/Section 14, Tables A and B Updated for 201~~4~~3**

Originally Adopted by City Council on January 12, 1988

Revised by City Council on the following dates:

- December 17, 2002 (No Resolution)
- March 25, 2003 (Resolution No. 5433)
- January 13, 2004 (No Resolution)
- March 22, 2005 (Resolution No. 5586)
- March 2, 2010 (Resolution No. 5915)
- May 10, 2011 (No Resolution)
- May 6, 2014 (Resolution No. XXXX)

# BELOW MARKET RATE HOUSING PROGRAM GUIDELINES

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## 1. OVERVIEW

The high cost and scarcity of housing in Menlo Park have been caused in large part because the number of jobs in Menlo Park has grown, but the supply of housing has not increased significantly. A majority of new employees earn low- and moderate-incomes and are most severely impacted by the lack of affordable housing in Menlo Park. Because of the high cost of housing, families who seek to live in Menlo Park cannot afford to purchase homes here and are forced to rent. ~~Unfortunately, many~~ Many such-renters pay a disproportionately high amount of their incomes in rent ~~in this area~~.

**1.1 Purpose.** The City of Menlo Park's Below Market Rate (BMR) Housing Program is intended to increase the housing supply for households that have very low, low- and moderate-incomes compared to the median income for San Mateo County. The primary objective is to obtain actual housing units, either "rental" or "for sale," rather than equivalent cash. Occupancy of BMR units is determined according to these City Council established guidelines from those on a numbered waiting list maintained by the City or its designee.

**1.2 Enabling Legislation.** The Below Market Rate Housing Program is governed by Chapter 16.96 of the Municipal Code. The BMR Program is administered under these Below Market Rate Housing Program Guidelines ("Guidelines").

## 2. BMR HOUSING AGREEMENT AND REVIEW PROCESS

**2.1 BMR Housing Agreement.** Before acceptance of plans for review by the City of Menlo Park staff, a developer should provide a proposal for meeting the requirements of the Below Market Rate Housing Program. The proposal should include one or a combination of the following alternatives: a) Provision of BMR units on site; and/or b) Provision of BMR units off site; and/or c) Payment of an in lieu fee. These alternatives are listed in order of preference.

**2.2 Review Steps.** The following review steps apply to most development projects:

- City Staff will review a BMR For-Sale Agreement or the Affordability Restriction Agreement (collectively, "BMR Housing Agreement"), that has been prepared by the developer's attorney on a form substantially similar to that provided by the City and shall make a recommendation with respect to it to the Planning Commission and, if applicable, the City Council.
- The Planning Commission will review the application for development with the BMR Housing Agreement. The City Attorney must approve ~~of~~ the BMR Housing Agreement prior to its review by the Planning Commission. If the City Council has final approval authority for the project, the Planning Commission will recommend the BMR Housing

Agreement for City Council approval. Otherwise the Planning Commission will approve the BMR Housing Agreement.

- The City Council grants approval of the BMR Housing Agreement for projects which it reviews. The BMR Housing Agreement must be immediately signed and recorded after City Council approval.

### 3. REQUIREMENTS FOR DEVELOPMENTS BY TYPE

**3.1 Commercial Developments.** The Below Market Rate Housing Program requires commercial developments which bring employees to Menlo Park to provide BMR units or to contribute to the BMR Housing Fund that is set up to increase the stock of housing for very low-, low- and moderate-income familieshouseholds, with preference for workers whose employment is located in the City of Menlo Park, and for City residents.

**3.1.1 Commercial Development Requirements.** Commercial buildings of ten thousand (10,000) square feet or more gross floor area are required to mitigate the demand for affordable housing created by the commercial development project. In order to do so, it is preferred that a commercial development project provide below market rate housing on-site (if allowed by zoning), or off-site, if on-site BMR units are infeasible. A density bonus of up to fifteen percent (15%) above the density otherwise allowed by zoning may be permitted when below market rate housing is provided on-site. The BMR Housing Agreement will detail the BMR Housing Program participation of a particular development.

Although the provision of actual BMR units is strongly preferred, it is not always possible to provide BMR housing units. In such cases, the developer shall pay a commercial in-lieu fee rather than provide actual BMR housing units. Commercial in lieu fees must be paid prior to the issuance of a building permit.

Commercial in lieu fees are charged at different rates to two groups based on the employee housing demand the uses produce. Group A uses are office and research and development (R & D). Group B uses are all other uses not in Group A.

Commercial in lieu fee rates are adjusted annually on July 1st. The amount of the adjustment is based on a five-year moving average of the percentage increase in the Consumer Price Index (Shelter Only) for All Urban Consumers in the San Francisco-Oakland-San Jose area.

(Refer to Section 14, Table D, for the current year's Commercial In lieu Fee Rates.)

**3.1.2 Applicability.** The BMR Housing Program applies to conditional use permits, conditional development permits, planned development permits, subdivision approvals, architectural control approvals, variance approvals and building permits for any commercial development. The BMR Housing Program also applies to the construction of any new square footage or any square footage that is converted

from an exempt use to a non-exempt use. Finally, the BMR Housing Program applies to the conversion of floor area from a less intensive use (Commercial/Industrial uses) to a more intensive use (Office/R&D).

**3.1.3 Exemptions.** The following are exempted from the BMR Housing Program:

- (a) Private schools and churches;
- (b) Public facilities;
- (c) Commercial development projects of less than ten thousand (10,000) square feet; and
- (d) Projects that generate few or no employees.

**3.2 Residential Developments.** The Below Market Rate Housing Program requires residential developments which use scarce residentially zoned land in Menlo Park to provide BMR units or to contribute to the BMR Housing Fund. The BMR Fund is set up to increase the stock of housing for very low-, low- and moderate-income families, with preference for workers whose employment is located in the City of Menlo Park, and for City residents.

**3.2.1 Residential Development Requirements.** Residential developments of five (5) or more units are subject to the requirements of the Below Market Rate Housing Program. These requirements also apply to condominium conversions of five (5) units or more. As part of the application for a residential development of five (5) or more units, the developer must submit a Below Market Rate Housing Agreement, in a form substantially similar to that provided by the City, which details the developer's plan for participation in the BMR Program. No building permit or other land use authorization may be issued or approved by the City unless the requirements of the BMR Program have been satisfied.

**3.2.2 Condominium Conversions.** If an apartment complex already participating in the BMR program elects to convert the complex to condominiums, then the existing BMR rental apartments shall be converted to BMR condominium units under the BMR Housing Program.

When market rate rental units are removed from the rental housing stock for conversion to condominiums, and they are not already participating in the BMR Program, then the project shall meet the same requirements as new developments to provide BMR units in effect at the time of conversion. When the property owner notifies the City of the intent to sell, the property owner shall notify any BMR tenants of such units of the pending sale and non-renewal of lease. Such tenant(s) shall be given the right of first refusal to purchase the unit. If the tenant seeks to purchase the unit, at the close of escrow the unit shall exist as a For-Sale BMR unit. If the tenant does not seek to purchase, the tenant shall vacate the unit at the expiration of the current lease term

and the unit will be sold to an eligible third party according to the BMR Guidelines and held as a for-sale BMR unit. The tenant who vacates will have priority to move to other vacant BMR rental units in the City for two (2) years from the date the lease expired, regardless of the place of residence of the displaced BMR tenant.

**3.3 Mixed Use Developments.** Mixed use developments must comply with the requirements for commercial developments in the commercial portion of the development and must comply with the requirements for residential developments for the residential portion of the development.

**3.4 Required Contribution for Residential Development Projects.** All residential developments of five (5) units or more are required to participate in the BMR Program. The preferred BMR Program contribution for all residential developments is on-site BMR units. If that is not feasible, developers are required to pay an in lieu fee as described in Section 4.3. The requirements for participation increase by development size as shown below:

**One (1) to Four (4) Units.** Developers are exempt from the requirements of the BMR Housing Program.

**Five (5) to Nine (9) Units.** It is preferred that the developer provide one (1) unit at below market rate to a very low-, low-, or moderate-income household.

**Ten (10) to Nineteen (19) Units.** The developer shall provide not less than ten percent (10%) of the units at below market rates to very low-, low- and moderate-income households.

**Twenty (20) or More Units.** The developer shall provide not less than fifteen percent (15%) of the units at below market rates to very low-, low- and moderate-income households. On a case-by-case basis, the City will consider creative proposals for providing lower cost units available to lower income households such as smaller unit size, duet-style, and/or attached units that are visually and architecturally consistent with the market-rate units on the exterior, and that meet the City's requirements for design, materials, and interior features of BMR units.

**3.4.1 Fraction of a BMR Housing Unit.** If the number of BMR units required for a residential development project includes a fraction of a unit, the developer shall provide either a whole unit, the preferred form of participation, or make a pro rata residential in lieu payment on account of such fraction per Section 4.3.

*Example: A residential project is developed with 25 condominium units. The preferred BMR Program participation is 4 BMR units. In this case the developer would pay no in lieu fee. If the developer is able to demonstrate that producing four BMR units is not feasible, the developer would provide three BMR units, which is the required amount for a 20 unit project. The developer would be eligible for three bonus units for the three BMR units, and would pay in lieu fees for the remaining two market rate units in the development.*



#### **4. BMR PROGRAM REQUIREMENTS FOR ON-SITE BMR UNITS, OFF-SITE BMR UNITS AND IN LIEU FEES**

##### **4.1 On-Site BMR Units.**

**4.1.1 Initial Price for For-Sale Unit.** The initial selling price of BMR For-Sale units is based on what is affordable to households with incomes at One Hundred Ten Percent (110%) of the median income related to household size, as established from time to time ~~by the U.S. Department of Housing and Urban Development (HUD) and the State of California Housing and Community Development Department (HCD)~~ for San Mateo County. See Section 14, Table A.

**4.1.2 Initial Price for Rental Unit.** The initial monthly rental amounts for BMR rental units will be equal to or less than thirty percent (30%) of sixty percent (60%) of median-income limits for City/~~Redevelopment~~ subsidized projects and thirty percent (30%) of ~~HUD~~ Low-Income limits for non-subsidized private projects, minus eligible housing costs. In no case shall the monthly rental amounts for BMR units (subsidized or unsubsidized) exceed 75% of comparable market rate rents. The maximum rent for specific BMR units will be based on Section 14, Table B of the BMR Guidelines. See also Sections 11.1.1 and 11.1.2.

The purchase or rental price for BMR units shall be established and agreed upon in writing by the City Manager, or his or her designee, prior to final building inspection for such BMR units.

**4.1.3 Bonus Unit.** For each BMR unit provided, a developer shall be permitted to build one additional market rate (bonus) unit. However, in no event shall the total number of units in a development be more than fifteen percent (15%) over the number otherwise allowed by zoning.

**4.2 Off-Site BMR Units.** If authorized by the City as described in Section 2.2, developers may propose to provide BMR units at a site other than the proposed development. These off-site BMR units must be provided on or before completion of the proposed development and must provide the same number of units at below market rates to very low-, low- and moderate-income households as required for on-site developments. Such units may be new or existing. Provision by the developer and acceptance by the City of off-site units shall be described in the BMR Housing Agreement. Size, location, amenities and condition of the BMR units shall be among the factors considered by the City in evaluating the acceptability of the off-site BMR units. For existing units the developer shall be responsible for correcting, at his expense, all deficiencies revealed by detailed inspection of the premises by qualified inspectors, including a certified pest inspector.

The initial price or rent for the BMR units shall be established as stated in Sections 4.1.1 and 4.1.2 and in accordance with the BMR Income Guidelines in Section 14 in effect at the time the BMR unit is ready for sale or rent. Fractions of required BMR units shall be handled by provision of an in lieu fee for the market rate units for which no BMR unit is provided.

### **4.3 Residential In Lieu Payments Based on Sales Price.**

**4.3.1 Developments of Ten (10) or More Units.** In developments of ten (10) or more units, the City will consider an in lieu payment alternative to required BMR units only if the developer substantiates to the City's satisfaction that the BMR units cannot be provided on or off site. In developments of ten (10) or more units which provide BMR units, upon the close of escrow on the sale of each unit in the subdivision for which a BMR unit has not been provided, the developer shall pay to the City an in lieu payment calculated at three percent (3%) of the actual sales price of each unit sold. In lieu payments for fractions of BMR units shall be determined by disregarding any bonus units and as three percent (3%) of selling price of each market rate unit sold if the developer substantiates to the City's satisfaction that the BMR units cannot be provided on or off-site.

If a portion of a BMR requirement is met by a provision of BMR units, and the developer substantiates to the City's satisfaction that a sufficient number of BMR units cannot be provided on or off site, then BMR in lieu payments will be required from the sales of the number of market rate units (excluding bonus units) that is in proportion to the BMR requirement that is not met.

#### **4.3.2 Developments of Five (5) to Nine (9) Units.**

**Residential In Lieu Payments Based on Sales Price.** In developments of five (5) to nine (9) units, the City will consider an in lieu payment alternative to required BMR units only if the developer cannot provide an additional BMR unit. If providing an additional BMR unit is not feasible, developers are required to pay a residential in lieu fee as described below.

<u>Unit No.</u>	<u>In lieu fee for each unit</u>
1, 2 and 3	1% of the sales price
4, 5 and 6	2% of the sales price
7, 8 and 9	3% of the sales price

*Example: In a development of 7 units, the BMR contribution would be, in order of preference: a) One BMR unit out of the seven units, with the possibility of a density bonus of one unit, or, if that is not feasible, b) Three units designated to pay an in lieu fee of 1% of the sales price, three units to pay in lieu fees of 2% of their sales prices and one unit to pay 3% of its sales price.*

Units paying in lieu fees are designated so that they are distributed by unit size and location throughout the project.

In developments of 10 or more units which provide BMR units, upon the close of escrow on the sale of each unit in the subdivision for which a BMR unit has not been

provided, the developer shall pay to the City an in lieu payment calculated at 3% of the actual sales price of each unit sold.

*Example: Two possible plans to meet the BMR requirement for a project of 15 housing units are, in order of preference: a) Two BMR units are provided, and no in lieu fees are paid, or b) One BMR unit is provided out of the first ten units, one bonus unit is granted for the provision of the BMR unit, and four units pay in lieu fees.*

**Units held as rental, in lieu fee.** If the developer retains any completed unit as a rental, either for its own account or through subsidiary or affiliated organizations, the BMR contribution including BMR housing unit or in lieu payment for such unit shall be negotiated between the developer and the City. If an in lieu fee is paid, the market value shall be based on an appropriate appraisal by an appraiser agreed upon by the City and the developer and paid for by the developer. The basis for such appraisal shall be as a condominium rather than as a rental.

## **5. CHARACTERISTICS OF BMR UNITS**

**5.1 Size and Location of BMR Units.** BMR housing units shall generally be of the same size (number of bedrooms and square footage) as the market-rate units. The BMR units should be distributed throughout the development and should be indistinguishable from the exterior. BMR units shall contain standard appliances common to new units, but need not have luxury accessories, such as Jacuzzi tubs. The Planning Commission and/or City Council shall have the authority to waive these size, location and appearance requirements of BMR units in order to carry out the purposes of the BMR Housing Program and the Housing Element.

**5.2 Design and Materials in BMR Units.** The design and materials used in construction of BMR units shall be of a quality comparable to other new units constructed in the development, but need not be of luxury quality.

**5.3 The BMR Price Must Be Set Before Final Building Inspection.** There shall be no final inspection of BMR housing units until their purchase or rental prices have been agreed upon in writing by the developer and the City Manager, or his or her designee. Also, the sale or rental process will not begin until the sales price is set.

### **5.3.1 Final Inspection Schedule for Smaller and Larger Developments.**

**Less Than Ten (10) Units.** In developments of less than ten (10) units with one (1) or more BMR units, all BMR units must pass final inspection before the last market rate unit passes final inspection.

**Ten (10) to Nineteen (19) Units.** In developments of ten (10) or more units, including developments that are constructed in phases, for the first ten (10) housing units, a BMR unit must pass final inspection before nine (9) market rate units may pass final inspection. For each additional group of ten (10) housing units, one (1)

additional BMR unit must pass final inspection before nine (9) additional market rate units may pass final inspection.

**Twenty (20) or More Units.** In developments of twenty (20) or more units, including developments that are constructed in phases, for the first ten (10) housing units, a BMR unit must pass final inspection before nine (9) market rate units may pass final inspection. In addition, two (2) additional BMR units must pass final inspection before eight (8) additional market rate units may pass final inspection. For each additional group of Twenty (20) housing units, three (3) additional BMR units must pass final inspection before seventeen (17) additional market rate units may pass final inspection. No project or phase may pass final inspection unless all the BMR units, which equal fifteen percent (15%) or more of the housing units in that phase or project, have passed final inspection for that phase or project.

**Last Unit.** In no case may the last market rate unit pass final inspection before the last BMR unit has passed final inspection.

**5.4 Sales Price Determination for BMR For-Sale Units.** The maximum sales price for BMR units shall be calculated as affordable to households on the BMR waiting list, which are eligible by income at the time that the maximum prices are set and which are of the smallest size eligible for the BMR units (excluding two-bedroom units, which shall be based on incomes for two person households even when units are made available to one person households). See Section 14, Table A, for income eligibility limits for the current year. The affordability of maximum prices will take into consideration mortgage interest rates, minimum down payments, mortgage debt-to-income ratios and other qualifying criteria used by lenders at the time the sales prices are set, as well as cost of insurance, taxes, homeowners' dues and any other necessary costs of homeownership.

**5.4.1 Price Determination for Projects with Condominium Maps That Will Rent for an Indefinite Period of Time.** Projects with condominium subdivision maps that will rent BMR units for an indefinite period shall have basic sales prices established at the outset for such BMR units in accordance with the Guidelines. Such initial sales prices shall be adjusted for the period between the month of completion of the BMR units and the month of notification of intent to sell the units, with further adjustments for improvements and deterioration per the Guidelines. The adjustments shall be based on one-third of the increase in the Consumer Price Index, All Urban Consumers, San Francisco-Oakland-San Jose, published by the U.S. Department of Labor, Bureau of Labor Statistics, plus certain other equitable adjustments.

**5.5 Legal Characteristics of BMR Units: Right of First Refusal and Deed Restrictions.** All BMR units shall be subject to deed restrictions and conditions which include a right of first refusal in favor of the City for a period of fifty-five (55) years under which the City or its designee will be entitled to purchase the property at the lower of (1) market value, or (2) the purchase price paid by seller, plus one-third of the increase (during the period of seller's ownership) in the Consumer Price Index (CPI), All Urban Consumers, San Francisco-Oakland-San Jose, published by the U.S.

Department of Labor, Bureau of Labor Statistics, plus certain other equitable adjustments. The deed restrictions will also prohibit sales or transfers of the property except with the written consent of the City and at a price computed as above. Exceptions from all prohibitions against sale or transfer will include:

- (1) Demonstrated unlikelihood of obtaining a qualified buyer within a reasonable period;
- (2) Transfer by termination of joint tenancy or by gift or inheritance to parents, spouse, children, grandchildren or their issue.

The prohibition against sales or transfers will not terminate at the end of fifty-five (55) years in the event of an exempt transfer by termination of joint tenancy or by gift or inheritance to family members. The prohibition against sales or transfers will terminate in the event of an exempt sale or transfer when there is a demonstrated unlikelihood of obtaining a qualified buyer within a reasonable period of time.

In the event of an exempt sale when there is a demonstrated unlikelihood of obtaining a qualified buyer within a reasonable period of time, the seller will be entitled to receive the lesser of (A) market value or (B) the purchase price paid by the seller plus one-third of the increase (during the seller's ownership) in the CPI, plus certain other equitable adjustments, as specified in the deed restrictions. The balance of the proceeds shall be paid to the City of Menlo Park to be deposited in the BMR Housing Fund. Any transferee pursuant to an exempt transfer by termination of joint tenancy or by gift or inheritance to family members must reside in the BMR unit and must qualify under the income criteria of the BMR Program at the time of the transfer of the BMR unit.

## **6. ELIGIBILITY REQUIREMENTS FOR HOUSEHOLDS APPLYING TO PURCHASE BMR UNITS**

**Note: Eligibility requirements for households that wish to be placed on the BMR waiting list are identified in Section 7. The requirements identified below apply at the actual time of application to purchase a BMR unit. In order for a household to be eligible at the time of application to purchase, ALL of the following requirements must be met:**

**6.1 BMR Waiting List.** Applicants are eligible to have their names placed on the BMR waiting list if they meet the following three requirements at the time they submit an application for the waiting list: (1) currently live or work within incorporated Menlo Park; (2) meet the current income limit requirements (per household size) for purchase of a BMR unit; and (3) all applicants currently live together as a household.

**6.1.1 Definition of Household.** For the purposes of this program, household is defined as a single person, or two or more persons sharing residency whose income resources are available to meet the household's needs. To be considered a household, all applicants/household members must live together in a

home that is their ~~principal~~primary residence. To be considered part of the household and included in household size, children under the age of 18 (including foster children) must reside in the home at least part-time or parents must have at least partial (50%) custody of the child/children.

**6.2 Live and/or Work Eligibility.** Households that live and/or work within incorporated Menlo Park shall be eligible for the Below Market Rate Housing Program in accordance with the following provisions:

**6.2.1 Eligibility by Living in Menlo Park.** To qualify as living in Menlo Park, the applicant household must meet the following two requirements at the time of application: (1) currently live in Menlo Park as the household's primary residence and (2) must have continuously lived in Menlo Park for a minimum of one (1) year prior to the date of actual application to purchase.

**6.2.2 Eligibility by Working in Menlo Park.** To qualify as a household that works in Menlo Park, a member of the applicant's household must meet the following two requirements at the time of application: (1) currently work in Menlo Park at least twenty (20) hours per week, or (if currently less than 20 hours per week) hours worked over the course of the one year prior to application averages a minimum of twenty (20) hours per week and (2) must have continuously worked in Menlo Park for a minimum of one (1) year prior to the date of actual application to purchase.

**6.2.2.1 Types of Work.** Work is defined as (1) owning and operating a business at a Menlo Park location; (2) employment for wages or salary by an employer located at a Menlo Park location; (3) contract employment where the actual work is conducted at a Menlo Park location for one (1) year; or (4) commission work, up to and including a one hundred percent (100%) commission arrangement, conducted in Menlo Park.

**6.2.2.2 Employer-Based Work.** If employed for wages or salary by an employer, working in Menlo Park is defined as the employer is located in Menlo Park AND the employment/actual work is performed within incorporated Menlo Park.

**6.2.2.3 Owning and Operating a Business at a Menlo Park Location.** This does NOT include owning (either wholly or in part) a residential or commercial property for investment purposes only.

**6.2.2.4 Work does NOT include volunteer or unpaid work.**

**6.3 Household Requirement.** To constitute a household, all members of the applicant household must currently live together (in a location that is their primary residence) at the time of application. Also at the time of application and regardless of where they currently live, all members who make up the applicant household must have continuously lived together for a minimum of one (1) year prior to the date of application.

**Exceptions.** Exceptions to this minimum one (1) year joint-residency requirement include:

- Children under the age of 18 who have recently joined the household in conjunction with marriage, separation, or divorce, or similar family re-organization, and for whom there is evidence of a custody agreement or arrangement. This also applies to foster children.
- Children born into a household.
- Households newly formed as a result of marriage.

**6.4 First Time Homebuyer.** All members of the applicant household must be first time homebuyers, defined as not having owned a home as your primary residence within the last three (3) years prior to the date of application. First time homebuyers DO include owners of mobile homes, as well as applicants whose names are on title for properties they have not lived in as their primary residences for the last three years (for instance rental properties, which must be considered as part of the applicant's eligibility per assets).

**Exceptions.** Exceptions to this requirement are:

- Applicants who are current BMR homeowners and are otherwise eligible for the BMR Program, are eligible to place their names on the BMR waiting list and to purchase a smaller or larger home needed due to changes in household size or family needs, such as for handicap accessibility (per Section 7.2.6, below).
- Applicants whose names were placed on the BMR waiting list prior to March 2, 2010.
- Applicant households that currently and/or within the last three (3) years prior to the date of application own homes as their primary residences more than fifty (50) miles outside Menlo Park city limits, that are otherwise eligible for the BMR Program.

**6.5 Complete One-Time Pre-Purchase Homebuyer Education.** After an applicant's name is placed on the BMR waiting list and before receiving an offer to purchase a BMR property, all adult applicants/household members must complete a one-time homebuyer education workshop, class, or counseling session. When applicants' names are placed on the waiting list to purchase BMR units, program staff provides them with a list of approved local organizations that provide pre-purchase homebuyer education. Applicants choose an education provider or program from the approved list and may choose to attend in either a group or individualized setting. It is the applicants' responsibility to provide the City [or the City's BMR program provider](#) with evidence that a pre-purchase homebuyer education workshop or session was completed. In most cases, the education providers will provide applicants with certificates of completion, which applicants can submit to [program staff or the City's](#)

[BMR program provider](#) as proof that the pre-purchase education requirement was completed. Households on the waiting list that have not completed the homebuyer education requirement will retain their rank on the list but will NOT be invited to apply to purchase BMR units. Only households on the waiting list that have completed the education requirement will be invited to apply when units become available. [Elderly parents of applicants living in the household need not complete the education requirement.](#)

**6.5.1 Prior Completion of Pre-Purchase Homebuyer Education.** At the time of application to the BMR waiting list, applicants who provide written evidence of having completed an approved homebuyer education workshop, class, or counseling session within the previous twelve months prior to the date of application to the waiting list are not required to complete an additional workshop, class, or counseling session ~~per the City and/or its approved homebuyer education provider(s).~~

**6.5.2 Homebuyer Education Provider.** At the City's discretion, the City may elect to work exclusively with one or more homebuyer education providers/organizations. The City may also choose to contract with a particular person or organization to provide this educational component.

**6.5.3 Long-Term Education or Counseling Required for Certain Applicants.** Applicants who are invited to apply to purchase BMR units and are twice denied (on separate occasions) due to long-term or significant credit problems, will be required to meet individually with a credit counseling professional in order to remain on the waiting list. The applicant must provide evidence of completion of credit counseling within six (6) months [to the City's BMR provider](#) or the applicant will be removed from the BMR waiting list. This does not exclude the applicant from applying to the waiting list again, to be placed at the bottom of the list.

**6.6 Ownership Interest.** A minimum of fifty percent (50%) of the ownership interest in the property must be vested in the qualifying applicant(s), regardless of income.

**6.7 Income and Asset Limits for Purchasers of BMR Units.** Income eligibility limits are established by ~~the U.S. Department of Housing and Urban Development (HUD) and~~ the State of California Housing and Community Development Department (HCD). Income limits are updated by ~~HUD and~~ State HCD on an annual basis. BMR units shall only be sold to very low-, low-, and moderate-income households. Only households having gross incomes at or below one hundred ten percent (110%) of the Area Median Income (AMI) for San Mateo County, adjusted for household size, are eligible to purchase and occupy BMR for-sale units, either upon initial sale or upon any subsequent resale, as specified in the deed restrictions.

(Refer to Section 14, Table A, for the current year's income eligibility limits.)

An asset is a cash or non-cash item that can be converted into cash. Only households having non-retirement assets that do not exceed the purchase price of the BMR units are considered eligible.



- Assets Include: cash held in checking accounts, savings accounts, and safe deposit boxes; equity in real property; cash value of stocks (including options), bonds, Treasury bills, certificates of deposit, money market accounts, and revocable trusts; personal property held as an investment such as gems, jewelry, coin and art collections, antiques, and vintage and/or luxury cars; lump sum or one-time receipts such as inheritances, capital gains, lottery winnings, victim's restitution, and insurance settlements; payment of funds from mortgages or deeds of trust held by the applicant(s); boats and planes; and motor homes intended for primary residential use.
- Assets DO NOT Include: cars and furniture (except cars and furniture held as investments such as vintage and/or luxury cars, and antiques); company pension and retirement plans; Keogh accounts; dedicated education funds/savings accounts; and funds dedicated to federally recognized retirement programs such as 401K's and IRA's.

Note that equity in real property or capital investments is defined as follows: the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g. broker/realtor fees) that would be incurred in selling the asset.

**6.7.1 Senior or Disabled Households That Use Assets for Living Expenses.** An exception to the income and asset limit requirement is a household whose head is over sixty-two (62) years of age, or permanently disabled and unable to work, with assets valued up to two (2) times the price of the BMR unit. The applicant must be able to demonstrate that the sole use of his/her assets has been for household support for at least the three (3) previous years, and that the total annual household income meets the Guidelines.

## **7. BMR WAITING LIST FOR RENTAL AND FOR-PURCHASE UNITS**

**7.1 Waiting List Eligibility Requirements.** A numbered waiting list of households eligible for rental and/or for-purchase BMR units is maintained by the City or the City's designee. Households are eligible to be placed on the BMR waiting list if they meet the following four (4) requirements at the time they submit applications for the waiting list:

- The household currently resides within incorporated Menlo Park as its primary residence OR a member of the household currently works at least 20 hours per week within incorporated Menlo Park.
- The household meets the current income limit requirements (per household size) for rent and/or purchase of a BMR unit. See Section 14, Table A, for income eligibility limits for the current year.

- All persons included as members of the household currently live together in a residence that is their primary home. Applicant households may submit applications and, if eligible, will be placed on the numbered BMR waiting list in the order in which their applications were received.
- In accordance with Section 6.4, all members of the household must be first time homebuyers.

**7.2 Waiting List Management.** BMR units available for rent or purchase are offered to households on the BMR waiting list in the order in which the waiting list applications were received.

**7.2.1 Annual affirmation of continued interest in remaining on the BMR waiting list.** On an annual basis, all households on the BMR waiting list will be required to confirm their continued interest in remaining on the list. At or around the same time each year, ~~program staff~~ [the City's BMR program provider](#) will mail and/or email annual update forms/applications to all current households on the waiting list. Households on the waiting list that wish to remain on the list are asked to complete the form and return it to the [City's BMR program provider](#) within a specified period of time (usually about one month) [with a \\$10 annual fee for processing](#). Households who do not respond by completing and returning the forms and the fee by the specified deadline, or whose mail is returned undeliverable to the [City's BMR program provider](#) or who otherwise cannot be reached, shall be removed from the BMR waiting list. This does not exclude households removed from the waiting list from re-applying to the list, to be added to the bottom of the list in accordance with normal procedures.

**7.2.2 Complete One-Time Pre-Purchase Homebuyer Education for Households That Would Like to Purchase a BMR Unit.** For households that indicate they would like to purchase BMR units, after households are placed on the BMR waiting list and before receiving offers to purchase BMR properties, all adult applicants/household members must complete a one-time homebuyer education workshop, class, or counseling session, per Section 6.5.

**7.2.3** When a BMR unit is offered for purchase or rent, applicants must enter into a purchase agreement or lease within a defined, reasonable period of time. If an applicant fails to do so, the BMR unit will be offered to the next eligible applicant on the waiting list. The City of Menlo Park reserves the right to establish other criteria to give preference to certain categories of eligible participants on the waiting list.

**7.2.4** A tenant of a BMR rental unit who is required to vacate the BMR rental unit due to its conversion to a BMR for sale unit, shall have first priority for vacant BMR rental units for which the tenant is eligible and qualifies for two (2) years from the expiration of the lease, regardless of the place of residence of the displaced tenant.

**7.2.5 Preference for Handicap Accessible Units for Bona Fide Wheelchair Users.** If the BMR unit is wheelchair accessible, then bona fide wheelchair users on the BMR waiting list who are otherwise eligible for the BMR unit, including by household size and income, will receive preference over other applicants, and the BMR unit will be offered to the bona fide wheelchair users in the order that their applications were received.

**7.2.6** Households who are current BMR homeowners are eligible to place their name on the BMR waiting list and to purchase a smaller or larger home needed due to changes in their household size or family needs, such as for a handicapped accessible unit.

## **8. THE BMR UNIT PURCHASE PROCESS: BUYER SELECTION AND SALE PROCEDURES**

### **8.1 New Units and Condominium Conversions.**

**8.1.1** The participating developer informs the City or its designee in writing that the BMR unit has received its final building inspection and that the BMR unit is ready for sale and occupancy. "The City" shall mean the City Manager, or his or her designee.

**8.1.2** City of Menlo Park staff [or the City's BMR program provider](#) inspects the BMR unit. After approval of the unit, the City [or the City's BMR program provider](#) writes a certifying letter that states the BMR unit meets the BMR Program's requirements and satisfies the BMR Agreement's provisions. The certifying letter will also state the price for the BMR unit. The price for the BMR unit will be determined based on the information described in the next three sections.

**8.1.3** The City or its designee obtains necessary information for determining the price of the BMR unit. These include, but may not be limited to, the estimated tax figures from the developer and the County Assessor, as well as Homeowner's Association dues, Covenants, Conditions and Restrictions, and insurance figures from the developer. Also included will be all associated Homeowner Association documentation.

**8.1.4** Household size and income qualifications are established. In households in which an adult holds fifty percent (50%) or more custody of a minor child or children through a legally binding joint custody settlement, each such child shall count as a person in determining the household size.

**8.1.5** The City or its designee determines the maximum price of the BMR unit based on an income up to one hundred ten percent (110%) of the San Mateo County median income for the smallest household size eligible for the BMR unit (excluding two-bedroom units, which are based on income for a two person household), monthly housing costs including current mortgage rates, insurance costs, homeowners' dues, taxes, closing costs and any other consideration of costs of

qualifying for a first mortgage and purchase of the BMR unit. See Section 14, Table A, for income eligibility limits for the current year. When these documents and the information described in this and preceding sections have been received, the City will provide the developer with a certifying letter in which the City states the price for the BMR unit, accepts the BMR unit as available for purchase and the purchase period will commence.

**8.1.6** If there is a standard pre-sale requirement by the BMR applicant's lender for a certain percentage of units in the project to be sold before the BMR applicant's lender will close, then the time for the City's purchase or the buyer's purchase will be extended until that requisite number of units has closed.

**8.1.7** The City may retain a realtor to facilitate the sale of the property.

**8.1.8** Contact is established between the City or its designee and the developer's representative to work out a schedule and convenient strategy for advertisements, if needed, when the units will be open for viewing, and for when the interested applicants may obtain detailed information about the units.

**8.1.9** All marketing and sales procedures for BMR units must be approved by the City and will be subject to review on a periodic basis for compliance.

**8.1.10** An information packet and application forms are designed and duplicated by the City or its designee. The developer provides information about the unit, including a floor plan of the unit and of the building showing the location of the unit, dimensions, appliances, amenities, and finishes.

**8.1.11** The City [or the City's BMR program provider](#) holds an application orientation meeting(s). Households on the waiting list with the lowest numbers are contacted and invited to attend the orientation meeting(s). Only households that are eligible by household size and have completed the one-time pre-purchase education requirement are contacted and invited to attend the orientation. Applications to purchase BMR units can only be obtained by attending an application orientation meeting. At the meeting, potential applicants are provided with the following information:

- A detailed description of the BMR program, including the rights, restrictions, and responsibilities of owning a BMR home.
- A complete description of the property or properties being offered for sale including buyer eligibility requirements, the purchase price, home owner association costs (if any), estimated property taxes, and home features.
- An overview of the home loan application process and description of necessary costs including down payment (if required), closing costs, real estate taxes, and mortgage insurance.

- A description of the BMR and home loan approval process. Potential applicants are informed they must work with one of the program's approved mortgage providers. Per the City's discretion the potential applicants are also informed of the kinds of acceptable mortgage financing, and also of mortgage financing not allowed at that time (for instance negative amortizing loans).
- Based on the purchase price, estimates are provided on the minimum annual income required to purchase, as well as possible monthly housing costs including principal and interest, property taxes, and insurance payments.
- A step-by-step explanation of the BMR purchase application. If there are several sizes of units for which applicants may be eligible, applicants are instructed where to indicate their unit size preferences.

Potential applicants are invited to ask questions. Meeting attendees are invited to sign up to tour the property or properties for sale. Attendees are given applications and a reasonable deadline to submit their completed applications.

**8.1.12** Completed applications are submitted to the City or its designee along with income and asset verifications.

**8.1.13** When the application period closes, the City or its designee reviews the completed applications. The complete, eligible, qualifying applications are ranked in order by BMR waiting list numbers and/or other criteria established by the City. The complete applications with the lowest numbers, and meeting other qualifying criteria for each unit, if any, are selected, and the households that submitted them are notified of the opportunity to purchase the BMR unit, in the order of their numbers on the BMR waiting list. They are invited to an orientation meeting.

**8.1.14** If the leading applicant for a unit fails to contact the developer, provide a deposit, or obtain appropriate financing within the period of time specified in the notification letter, the City or its designee will contact the next household on the list.

**8.1.15** The City of Menlo Park or its designee submits to the title insurance company the Grant Deed, BMR Agreement and Deed Restrictions, and Request for Notice to be recorded with the deed to the property.

**8.1.16** The developer shall be free to sell a BMR unit without restriction as to price or qualification of buyer if all of the following criteria are met, unless the BMR applicant's lender has a loan condition that a specific number of units in the development must be sold before the loan can be approved: (1) the City and the developer are unable to obtain a qualified buyer within six (6) months after the City has provided written notice both certifying that the unit is available for purchase and setting the price for the BMR unit, (2) the City or its designee does not offer to purchase the BMR unit within said six (6) months period, and complete said purchase within not

more than sixty (60) days following the end of the six (6) month period, (3) the developer has exercised reasonable good faith efforts to obtain a qualified buyer. A qualified buyer is a buyer who meets the eligibility requirements of the BMR Program and who demonstrates the ability to complete the purchase of the BMR unit. Written notice of availability shall be delivered to the City Manager, City of Menlo Park, 701 Laurel Street, Menlo Park, CA 94025. Separate written notice of availability shall also be delivered to the [Housing-City](#) Manager, [Housing-Division](#), City of Menlo Park, 701 Laurel Street, Menlo Park, CA 94025.

## 9. OCCUPANCY REQUIREMENTS FOR OWNER-OCCUPIED BMR UNITS

**9.1 Primary Residence.** The owners listed on title to the BMR property must occupy it as their primary residence and remain in residence for the duration of the Deed Restrictions (fifty-five years). Occupancy is defined as a minimum stay of ten months in every twelve month period. BMR owners may not terminate occupancy of the BMR property and allow the property to be occupied by a relative, friend, or tenant. Failure of the purchaser to maintain a homeowner's property tax exemption shall be construed as evidence that the BMR property is not the primary place of residence of the purchaser. As necessary, the City may request that BMR owners provide evidence that their units are currently occupied by them as their primary residences. Examples of such evidence may include current copies of any of the following: homeowner's insurance, car/vehicle registration, and utility bills.

**9.2 Refinancing and BMR Valuations.** BMR owners may refinance the debt on their property at any time following purchase, however, they must contact the [City's designated BMR program provider](#) -first, prior to a refinance or equity line. The City's [BMR contractor](#) will provide the owner with clear instructions to ensure program compliance. At that time and at any other time the owner requests it, the BMR contractor -will provide the owner and/or the lender with the current BMR value of the home, in accordance with the formula specified in the BMR Deed Restrictions. Only the [City's BMR contractor](#) can determine the appraised value of a BMR property and it is the owner's responsibility to inform their lender that the property is a BMR property. BMR owners are not allowed to take out loans against their property that exceed the BMR value of the home. -[There is a fee for refinancing a BMR home that is set by the City's BMR Housing contractor.](#)

**9.3 Transfers of Title.** Prior to adding an additional person to title or transferring title to the BMR property, BMR owners must contact the City for clear instructions to ensure program compliance.

The following transfers of title are exempt from the City's right of first refusal and do NOT re-start the fifty-five (55) year deed restriction clock:

- Transfer by devise or inheritance to the owner's spouse.

- Transfer of title by an owner's death to a surviving joint tenant, tenant in common, or a surviving spouse of community property (that is, another owner already on title).
- Transfer of title to a spouse as part of divorce or dissolution proceedings.
- Transfer of title or an interest in the property to the spouse in conjunction with marriage.

Transfers by devise or inheritance (such as to a child or other family member), are permitted under certain terms and conditions identified in the BMR Deed Restrictions. These kinds of transfers must first be reviewed and approved by the City [or the BMR program contractor](#). If the person inheriting the property meets the following terms and conditions, then that person may take title, assume full ownership, and reside in the BMR unit. This would then restart the fifty-five (55) year ~~dead-deed~~ restriction clock. If the person inheriting the property does NOT meet the following terms and conditions they may still inherit the property but are not allowed to live there. In such case, the inheriting party must sell the property and shall be entitled to receive any proceeds from the sale after payment of sales expenses and all liens against the property. The property would then be sold by the City through the BMR Program to an eligible, qualified household on the BMR waiting list.

For transfers of title by devise or inheritance, the inheriting party (Transferee) must meet the following terms and conditions in order to live in the BMR unit:

- Transferee shall occupy, establish and maintain the property as the Transferee's [principal-primary](#) residence.
- The Transferee must meet all current eligibility requirements for the BMR Program, as identified at the time of transfer in the BMR Guidelines.
- The Transferee must sign a new BMR Deed Restrictions Agreement for the property. This restarts the fifty-five (55) year clock.

## 10. PROCESS FOR RESALE OF BMR UNITS

**10.1** The seller notifies the City by certified mail that he/she wishes to sell the unit. The City notifies its designee, if applicable. The unit must be provided in good repair and salable condition, or the cost of rehabilitating the unit will be reimbursed to the City out of the proceeds of the sale. The definition of "salable condition" for any given unit shall be provided on a case-by-case basis following the City's inspection of the unit, and shall be at the discretion of the City ~~'s Housing~~ Manager or his/her designee. "Salable condition" shall refer to the general appearance, condition, and functionality of all: flooring; painted surfaces; plumbing, heating, and electrical systems; fixtures; appliances; doors; windows; walkways; patios; roofing; grading; and landscaping. In addition for each unit, the City reserves the right to withhold the cost of having it professionally cleaned from the seller's proceeds. Once cleaning is complete,

the seller will be refunded any difference between the amount withheld and the actual cost to clean the unit.

**10.2** When the seller notifies the City [or the City's BMR contractor](#), and it has been determined that the unit is in good repair and salable condition, and the City has set the price for the BMR unit, then the City [or the City's BMR contractor](#) will state in writing that the one-hundred and eighty day (180) period for completing the sale of the BMR unit shall commence. The price will be set using information in Sections 10.3 through 10.6 below.

**10.3** The City or its designee obtains an appraisal made to ascertain the market value of the unit, giving consideration to substantial improvements made by the seller, if needed.

**10.4** The City or its designee obtains figures for homeowners' dues, insurance, and taxes from the seller.

**10.5** The City or its designee checks major lending institutions active in this market to ascertain current mortgage information (prevailing interest rates, length of loans available, points, and minimum down payments). Monthly housing costs are estimated.

**10.6** The City or its designee establishes a sales price, based on the original selling price of the unit, depreciated value of substantial improvements made by the seller, and 1/3 of the increase in the cost of living index for the Bay Area. The selling price is established for the unit at the appraised market value or the computed price whichever is the lower.

**10.7** The City retains a realtor to facilitate the sale of the property.

**10.8** Agreement is reached between seller and the City or its designee for a schedule of open houses for the unit, at the seller's convenience.

**10.9** The procedure continues the same as in Sections 8.1.7 – 8.1.16 above, with the seller substituted for the developer.

**10.10** The City or its designee submits to the title insurance company the Grant Deed, BMR Agreement and Deed Restrictions, and Request for Notice and the seller's release from the old deed restrictions, to be recorded with the new deed to the property.

## **11. REQUIREMENTS FOR BMR RENTAL DEVELOPMENTS**

### **11.1 Income and Rent Standards.**

**11.1.1 Income Limits upon Occupancy of BMR Rental Units.** Only households having gross incomes at or below the ~~HUD~~ Low Income for San Mateo



County, adjusted for household size, are eligible to occupy BMR rental units, either when initially rented or upon filling any subsequent vacancy. See Section 14, Table A (Below Market Rate Household Income Limits).

**11.1.2 BMR Rent.** BMR units may be rented for monthly amounts not exceeding thirty percent (30%) of sixty (60%) of median household income limits for City/[Redevelopment](#) subsidized projects and thirty percent (30%) of HUD-Low Income limits for non-subsidized private projects, minus eligible housing costs. In no case shall the monthly rental amounts for BMR units (subsidized or unsubsidized) exceed 75% of comparable market rate rents. The maximum rental amounts are listed in Section 14, Table B, (Maximum Monthly Housing Cost Limits for BMR Rental Units.) BMR rents may be adjusted from time to time to reflect any changes to the then current HUD-Income limits.

**11.1.3 Tenant Selection and Certification Procedures.** Priority for occupancy of all BMR rental units shall be given to those eligible households who either live or work in the City of Menlo Park. During the fifteen (15) day period following the date the City and its designee receive notification from the owner (or owner's agent) of an impending availability or vacancy in a BMR rental unit, priority for occupancy of that unit, when available, shall be given to eligible households on the Waiting List, on a first-come, first-served basis. The selected household shall be allowed up to thirty (30) days to move into the unit after it is ready for occupancy.

If no qualified household living or working in Menlo Park is available to occupy the vacated unit as aforesaid, the owner shall be free to rent the BMR unit to any other eligible BMR tenant.

**11.1.4 BMR Waiting List.** The qualifications of BMR rental tenants will be independently verified by the City or its designee. The City of Menlo Park or the City's designee shall maintain the waiting list for BMR rental units.

**11.1.5 One-Year Lease Offer.** Each BMR tenant shall be offered the opportunity to enter into a lease, which has a minimum term of one (1) year. Such offer must be made in writing. If the tenant rejects the offer, such rejection must also be in writing. A lease may be renewed upon the mutual agreement of both parties.

**11.1.6 Vacation of Units and Re-Renting.** When a BMR tenant vacates, the owner must provide notice to the City, and re-rent the unit to a qualified BMR tenant in accordance with these Guidelines and the Affordability Restriction Agreement for the unit.

**11.1.7 Annual Recertification of BMR Units.** The City of Menlo Park [or the City's BMR contractor](#) will recertify annually, by procedures to be established in the Affordability Restriction Agreement, the provision of BMR rental units as agreed at the time of application for the permit. If, at the time of recertification, for two consecutive years, a Tenant's household income exceeds the eligibility requirements set forth in the Guidelines ("Ineligible Tenant"), the Ineligible Tenant shall no longer be qualified to

rent the BMR unit and the Lease shall provide that the Lease term shall expire and the Tenant shall vacate the BMR unit on or prior to sixty (60) days after delivery of a notice of ineligibility by the ~~Developer~~ property manager or City or City's designee to the Tenant. Upon expiration of the Lease term pursuant to the foregoing, if the Tenant has not vacated the BMR unit as required, the ~~Developer~~ property manager shall promptly take steps to evict the Ineligible Tenant and replace the BMR unit with an Eligible Tenant as soon as reasonably possible.

**11.1.8 Annual Report.** On an annual basis on or before July 1 of each year, the Developer or subsequent owner shall submit a report (the "Annual Report") to the City which contains, with respect to each BMR unit, the name of the Eligible Tenant, the rental rate and the income and household size of the occupants. The Annual Report shall be based on information supplied by the Tenant or occupant of each BMR unit in a certified statement executed yearly by the Tenant on a form provided or previously approved by the City or designee. Execution and delivery thereof by the Tenant may be required by the terms of the Lease as a condition to continued occupancy at the BMR rate. In order to verify the information provided, City shall have the right to inspect the books and records of Developer and its rental agent or bookkeeper upon reasonable notice during normal business hours. The Annual Report shall also provide a statement of the owner's management policies, communications with the tenants and maintenance of the BMR unit, including a statement of planned repairs to be made and the dates for the repairs.

## 12. EQUIVALENT ALTERNATIVES

Nothing set forth herein shall preclude the City from considering reasonably equivalent alternatives to these Guidelines, including, but not limited to, the size of units and differentiation of internal materials.

## 13. BELOW MARKET RATE HOUSING FUND ("BMR FUND") AND SEVERABILITY CLAUSE

**13.1 Purpose.** The City of Menlo Park Below Market Rate Housing Fund is a separate City fund set aside for the specific purpose of assisting the development of housing that is affordable to very low, low and moderate-income households. The BMR Fund is generated by such income as in-lieu fees. All monies contributed to the BMR Fund, as well as repayments and interest earnings accrued, shall be used solely for this purpose, subject to provisions set forth below.

**13.2 Eligible Uses.** The BMR Fund will be used to reduce the cost of housing to levels that are affordable to very low, low and moderate-income households, as defined in the Housing Element of the City's ~~Comprehensive~~ General Plan. A preference will be given to assisting development of housing for households with minor children; however, this preference does not preclude the use of funds for other types of housing affordable to households with very low, low and moderate- incomes. ~~No portion of the BMR Fund may be used to pay any administrative, general overhead or similar expense of any entity other than the City's costs to administer the program.~~

**13.3 Eligible Uses in Support of Very Low-, Low- and Moderate-Income Housing Development.** The BMR Fund may be used for, but is not limited, to the following:

- Provision of below market rate financing for homebuyers.
- Purchase of land or air rights for resale to developers at a reduced cost to facilitate housing development for very low, low or moderate-income households.
- Reduction of interest rates for construction loans or permanent financing, or assistance with other costs associated with development or purchase of very low, low or moderate-income housing.
- Rehabilitation of uninhabitable structures for very low, low or moderate-income housing.
- On-site and off-site improvement costs for production of affordable housing.
- Reduction of purchase price to provide units that are very low, low or moderate cost.
- Rent subsidies to reduce the cost of rent for households with limited incomes.
- Emergency repair and/or renovation loan program for BMR owners of older units.
- Loan program to assist BMR condominium owners who have no other way to pay for major special assessments.
- [City staff time and administrative costs associated with implementation of the BMR program.](#)

**13.4 Procedures.** Requests for use of BMR Housing Fund money shall be submitted to staff ~~and Housing Commission~~ for review and recommendation to the City Council. A request for funding shall provide the following minimum information:

- A description of the proposal to be funded and the organizations involved in the project. Public benefit and relevant Housing Element policies and programs should be identified.
- Amount of funding requested.
- Identification of the number of very low, low and moderate-income households to be assisted and the specific income range of those assisted.

- Reasons why special funding is appropriate.
- Identification of loan rate, financial status of applicants, and source of repayment funds or other terms.
- Identification of leverage achieved through City funding.

**13.5 Annual Report.** At the close of each fiscal year, ~~the Housing Division~~ [City staff](#) shall report on activity during the previous year (deposits and disbursements) and available funds. The City's auditor shall periodically examine this report and all other BMR Fund financial records, and shall report the results of this examination. In addition, City staff shall report annually on activities assisted by monies from the BMR Fund. The report will review how the program is serving its designated purpose. It will include a discussion of the timely use of funds for actions taken to provide Below Market Rate housing units, a review of management activities, and staff recommendations for policy changes to improve the program's performance. In addition it will provide, for each activity, information corresponding to that required of funding requests listed above in Section 13.4.

**13.6 Severability Clause.** If any one or more of the provisions contained in the Below Market Rate Housing Program Guidelines shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provisions shall be deemed severable from the remaining provisions contained in the Guidelines, and the Guidelines shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

**13.7 Administrative Updates.** Future updates to tables in Section 14 may be made annually without Council approval when data becomes available from the appropriate state and federal agencies.

14. TABLES

**Table A**

**Below Market Rate Household Income Limits**

<i>Household Size</i>	<i>HUD Very Low &amp; State Very Low</i>	<i>60% of Median</i>	<i>HUD-Low &amp; State Lower</i>	<i>Median</i>	<i>110% of Median</i>	<i>120% of Median</i>
1	39,600	43,260	63,350	72,100	79,310	86,520
2	45,250	49,440	72,400	82,400	90,640	98,880
3	50,900	55,620	81,450	92,700	101,970	111,240
4	56,550	61,800	90,500	103,000	113,300	123,600
5	61,050	66,750	97,700	111,250	122,375	133,500
6	65,600	71,700	104,950	119,500	131,450	143,400
7	70,100	76,620	112,200	127,700	140,470	153,240
8	74,650	81,570	119,450	135,950	149,545	163,140

Source: Based on median income for a household of four persons as reported in the [State Income Guidelines-Limits](#) for San Mateo County published by the [United States California Department of Housing and Urban-Community Development](#) in 2013. <http://www.hcd.ca.gov/hpd/hrc/rep/state/inc2k13.pdf>

**Table B**

**Maximum Monthly Housing Cost Limits for BMR Rental Units**

<i>Unit Size</i>	<i>30% of 60% of Median</i>	<i>30% of HUD-Low &amp; State Lower</i>
Studio	1,082	1,584
1	1,236	1,810
2	1,391	2,036
3	1,545	2,263
4	1,669	2,443

**Table C**  
**Occupancy Standards**

Occupancy of BMR units shall be limited to the following:

Unit Size	Number of Persons	
	<u>Minimum</u>	<u>Maximum</u>
Studio	1	2
1	1	4
2	2	5
3	3	7
4	4	9

Note: Smallest household size for purposes of determining the maximum rental amount shall be one (1) person per bedroom or studio. The City Manager or his/her designee has the discretion to vary the persons per unit for unusually large units, not to exceed one (1) person per bedroom, plus one (1).

**Table D**  
**Commercial In-Lieu Fees for 201~~32~~-201~~43~~**

<b>Group A</b> uses are Research & Development and Office.	Fee: \$14.71 per square foot of gross floor area.
------------------------------------------------------------	---------------------------------------------------

<b>Group B</b> uses are all other Commercial Uses not in Group A.	Fee: \$7.98 per square foot of gross floor area.
-------------------------------------------------------------------	--------------------------------------------------

Commercial In-Lieu Fees are adjusted annually on July 1.

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO ADOPTING REVISIONS TO THE BELOW MARKET RATE HOUSING PROGRAM GUIDELINES**

WHEREAS, the City Council of the City of Menlo Park adopted the Below Market Rate Housing Program Guidelines on the twelfth of January, 1988; and

WHEREAS, the City of Menlo Park wishes to make clarifications and corrections to those Guidelines to resolve inconsistencies and questions concerning aspects of the operation of the program.

NOW, THEREFORE, IT IS RESOLVED that the revisions to the Guidelines recommended by staff and presented to the City Council on the sixth day of May, 2014, incorporated herein as Exhibit A, govern the operation of the program from this date forward.

I, Pamela Aguilar, City Clerk of the City of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on May 6, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this 6th day of May, 2014.

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Pamela Aguilar  
City Clerk

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## POLICE DEPARTMENT

Council Meeting Date: May 6, 2014  
Staff Report #: 14-070

Agenda Item #: D-3

**CONSENT CALENDAR:**            **Authorize the City Manager to Execute a One-Year Extension of the Existing Contract with Turbo-Data Systems, Inc. for Parking Citation Processing and Related Services.**

---

### RECOMMENDATION

Authorize the City Manager to execute a one-year extension of the existing contract with Turbo-Data Systems, Inc. for parking citation processing and related services.

### BACKGROUND

Since 1999, all agencies in San Mateo County that issue parking citations have individually contracted with Turbo Data Systems, Inc. for parking citation processing and related services using a model contract negotiated by one City acting as lead agency. Turbo Data was selected twice through a consolidated RFP process where a lead agency took responsibility for the process and all 29 other agencies piggy-backed on that RFP process and the resulting contract. In both instances the City of Daly City served as lead agency for the RFP.

On June 30, 2014, the contract with Turbo Data will expire. In order to provide a reasonable time to complete a new RFP process, for which the County of San Mateo will take over as the lead agency, Turbo Data has agreed to extend the current contract for an additional year, for all agencies. Included in the offer of extension is a small price reduction in the cost to process citations.

The combined RFP process has worked extremely well twice in the past, resulting in substantial savings of both staff time and overall costs to process parking citations. We anticipate equally successful results this time and the one-year contract extension will help to insure a fair and competitive process.

### ANALYSIS

The Menlo Park Police Department issues approximately 17,000 parking citations a year. It is necessary to have the most efficient and cost-effective method of processing these citations along with the related services necessary of dealing with the process of violators who contest parking citations. Extension of the contract for parking citation

processing and related services with Turbo Data System, Inc. will allow the required time to conduct a thorough and fair RFP process. An additional benefit will be a slight reduction in overall processing costs compared to current rates.

In speaking with San Mateo County Budget Director Jim Saco, who is leading the RFP process, it is expected the RFP will be completed by the end of the 2014 calendar year. Once completed, the proposal will return to the staff for a recommendation and to the City Council for review in Spring 2015.

### **IMPACT ON CITY RESOURCES**

The cost of processing will be reduced for electronic citations from \$1.28 to \$1.20, entered within 48 hours of issuing, \$1.40 to \$1.35 for electronic citations entered after 48 hours of issuing, and hand written citations from \$1.40 to \$1.35. All other terms of the contract will remain the same. These prices should ensure that all of the agencies, large or small, automated or not, would see some savings by executing the one year extension. The County of San Mateo, as lead agency, has recommended that all agencies execute a one-year extension so that a thorough RFP process can be carried out.

### **POLICY ISSUES**

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

### **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 Second Amendment to Agreement for Parking Citation Processing and Adjudication Between the City and Turbo Data Systems, Inc.

Report prepared by:  
*Dave Bertini*  
*Police Commander*

**SECOND AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES -  
PARKING CITATION PROCESSING AND ADJUDICATION  
BETWEEN THE CITY OF MENLO PARK AND TURBO DATA SYSTEMS, INC.**

THIS SECOND AMENDMENT to the existing Agreement, originally entered into June 20, 2006, and extended on June 7, 2011, is made and entered into this 6th day of May, 2014, by and between the CITY OF Menlo Park, a municipal corporation hereafter called "CITY," and TURBO DATA SYSTEMS, INC., a California corporation, hereafter called "CONTRACTOR".

WITNESSETH:

WHEREAS, on June 20, 2006, the parties entered into an Agreement for provision of citation processing and adjudication of parking citations, for a term commencing July 1, 2006 through June 30, 2011; and

WHEREAS, the Agreement contained the option and the parties exercised the option to extend the AGREEMENT as allowed for in Section 2 TERM of the original AGREEMENT for an additional three years, through June 30, 2014, and

WHEREAS, the parties now desire to do the following:

1. Extend the current AGREEMENT for an additional one (1) year ; and
2. Amend Exhibit A of the AGREEMENT to update the current fees being charged effective July 1, 2014, and reducing the fee to process an electronic citation entered within 48 hours from \$1.28 per citation to \$1.20 per citation and reduce the fee to process manual citations and automated citations entered after 48 hours from \$1.40 per citation to \$1.35 per citation, all other fees and charges to remain unchanged.

NOW, THEREFORE, the parties agree to amend the AGREEMENT as follows:

SECTION 1. Section 2 of the AGREEMENT, entitled "TERM" shall be amended to read as follows:

2. TERM. Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 30, 2014 through June 30, 2015.

SECTION 2. Exhibit A: Scope of Work and Compensation shall be replaced with a new Exhibit A, attached hereto and incorporated herein, defining the current fees being charged for the existing agreement and modifying the following:

Per Citation/Processing Fee - Electronic (entered within 48 hours)	\$1.20
Per Citation/Processing Fee - Electronic (entered after 48 hours)	\$1.35
Per Citation/Processing Fee - Hand Written	\$1.35

SECTION 3. This Second Amendment is hereby incorporated and made part of the original Agreement and subject to all provisions therein. All of the terms and conditions of the original AGREEMENT, except those specifically modified and amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

CITY OF MENLO PARK

By: \_\_\_\_\_  
Alex McIntyre  
City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Bill McClure  
City Attorney

TURBO DATA SYSTEMS, INC.  
a California corporation

By \_\_\_\_\_  
Roberta J. Rosen  
President

AGREEMENT FOR PROFESSIONAL SERVICES –  
 PARKING CITATION PROCESSING AND ADJUDICATION  
 EXHIBIT A - SCOPE OF WORK AND COMPENSATION –  
 REVISED EFFECTIVE JULY 1, 2014

TDS will provide Parking Citation and Processing Services, including independent subcontracted adjudication services, as outlined in this Scope of Work, which includes the Request for Proposals To Provide Parking Citation Processing and Payment Services For the San Mateo County Cities, and the Proposal To Provide Parking Citation Processing and Payment Services For the San Mateo County Cities submitted by TDS and dated March 9, 2006, both of which are hereby incorporated herein by reference as if set out in full as the Scope of Work and Compensation for TDS.

Fee Schedule

Per Citation/Processing Fee - Electronic (entered within 48 hrs)		\$1.20
Per Citation/Processing Fee - Electronic (entered after 48 hours)		\$1.35
Per Citation/Processing Fee - Hand Written		\$1.35
Out of State Processing:		
Paid Off Windshield Notice		No additional charge
Additional Processing Required	% of collections	25%
Administrative Adjudication Processing -		
price per citation entering the process		\$3.75
Administrative Hearings		\$20
Reminder Notices	per notice mailed	\$0.72
Final Notices, DMV Hold Letters, and Other Mailings		\$0.72
Credit Card by Phone and Internet	Cost to COUNTY	no charge
Credit Card by Phone and Internet	Cost to Public	\$3.95
Online System Access - COUNTY Personnel	1st workstation	no charge
Per month for additional stations		\$40
Online System Access - Public		no charge
Parking Information Portal and Online Reporting Access		no charge
<b>Other Fees:</b>		
Advanced Collections		25% of collected
Interagency Offset Program (through FTB):		
	Charge for Notice	to be determined
	Social Security Lookup	to be determined
	Collected Revenue	to be determined

If postal rates change during the term of the Agreement, the compensation to Contractor shall be adjusted effective the same day as the postal rate increase by the same amount as the change in postage. This will affect the per notice prices of all services as well as the Administrative Adjudication Pricing. The formula for determining the amount to be added to the charge for each citation entering the Administrative Adjudication Process shall be:

Number of letters sent in the Adjudication Process  
for the previous three months

----- X Change in Postal Rate

Number of individual citations for which  
those letters were sent, i.e., volume of appeals

Should Customer require a performance bond, TDS will prepay such cost and Customer will reimburse TDS within 15 days upon proof of coverage and payment by TDS.



## COMMUNITY DEVELOPMENT DEPARTMENT

Council Meeting Date: May 6, 2014  
Staff Report #: 14-071

Agenda Item #: D-4

**CONSENT CALENDAR:** Authorize the City Manager to Enter into a Contract with GHD Inc. in the Amount of \$84,220 and Future Augments as may be Necessary for the Preparation of an Initial Study and Mitigated Negative Declaration for the Menlo Park Fire Protection District Station 6 Redevelopment Project

### RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to approve a contract with GHD Inc. in the amount of \$84,220 and future augments as may be necessary to complete the environmental review for the Menlo Park Fire Protection District (Fire District) Station 6 Project based on the proposal included as Attachment A.

### BACKGROUND

The Fire District has submitted an application to redevelop Station 6 using properties located at 700 Oak Grove Avenue and 1231 Hoover Street. Proposed redevelopment of the properties would include demolition of the existing fire station and adjacent single-family residence, and construction of a new fire station consisting of a two-story firehouse, a detached vehicle storage garage, and relocate an existing carriage house from its present location on Middlefield Road onto the subject site.

The entitlement process for the Station 6 Project includes the following review and permit approvals:

- **General Plan Amendment:** to amend the site's General Plan land use designations from El Camino Real/Downtown Specific Plan and Medium Density Residential to Public Facilities;
- **Zoning Ordinance Text Amendment:** to allow the maximum allowed Floor Area Ratio (FAR) to exceed 30 percent in the P-F district, subject to obtaining a use permit;
- **Rezoning, from the SP-ECR/D (El Camino Real/Downtown Specific Plan) and R-3 (Apartment) districts to P-F (Public Facilities) district:** to allow the proposed use of the subject site to be more consistent with the appropriate zoning designation;

- **Use Permit:** to allow the fire station use, proposed increase in FAR, and the use and storage of hazardous materials;
- **Architectural Control:** to allow the construction of new fire station facilities;
- **Lot Merger:** to merge two parcels into one parcel;
- **Heritage Tree Removal Permits:** to allow the removal of two heritage trees; and,
- **Environmental Review:** to evaluate the potential environmental impacts pursuant to California Environmental Quality Act (CEQA).

Staff has determined that an Initial Study and Mitigated Negative Declaration, collectively referred to as the MND, would be required to analyze the potential physical environmental impacts of the project. The MND analyzes a wide range of impact areas, and preparation of a MND is appropriate where potentially significant environmental impacts can be reduced to a less than significant level with the incorporation of mitigation measures. The potential environmental impacts of the Station 6 Project would include air quality, historic resources, noise, and hazardous materials.

## **ANALYSIS**

Due to the complexity and anticipated resources that would be required to prepare the MND, staff determined that it would be necessary to contract the services of an environmental consultant. Through a competitive Request for Proposal process, the City, with input from the Fire District, has selected GHD Inc. to prepare the MND. GHD Inc.'s proposal is included as Attachment A. The following is a summary of the tasks for the proposed scope of work:

- Preparation of a Draft Initial Study (Environmental Checklist) and MND;
- Preparation of responses to public comments and revisions on the Draft MND, if necessary;
- Preparation of a Mitigation Monitoring and Reporting Program; and,
- Attendance at public hearings and meetings as needed.

The proposed budget is \$84,220, and includes several contingent and optional tasks associated with the preparation of additional historic analysis and with the preparation of responses to public comments and revisions to the Draft MND. The costs would be borne by the applicant, although the applicant would have no control or direction over the work of the consultant. The applicant is in agreement with the scope and is prepared to pay the contract amount.

Staff also recommends that the Council provide the City Manager with the authority to approve future augments to the contract, if required. Any future augments would be done only with the consent of the project applicant and at the applicant's cost.



## **IMPACT ON CITY RESOURCES**

The applicant is required to pay planning permit fees, based on the Master Fee Schedule, to fully cover the cost of staff time spent on the review of the project. The applicant is also required to bear the cost of the associated environmental review. For the environmental review, the applicant deposits money with the City and the City pays the consultants.

## **POLICY ISSUES**

The proposed project will ultimately require the Council to consider the proposed land use entitlements, including General Plan and Zoning Ordinance Amendments. The MND will assist the Council in making decisions on these actions.

## **ENVIRONMENTAL REVIEW**

A MND will be prepared for the project.

## **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. GHD Inc. Proposal to Provide an Initial Study and Mitigated Negative Declaration for the 700 Oak Grove and 1231 Hoover Street (Station 6) Project, dated April 21, 2014

Report prepared by:

*Jean Lin*  
*Associate Planner*

*Arlinda Heineck*  
*Community Development Director*

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## City of Menlo Park

Proposal for 700 Oak Grove and  
1231 Hoover Street (Station 6)

April 21, 2014



April 21, 2014

Ms. Jean Lin, Associate Planner

Mr. Thomas Rogers, Senior Planner

Submitted via electronic mail to: [jlin@menlopark.org](mailto:jlin@menlopark.org) and [throgers@menlopark.org](mailto:throgers@menlopark.org)

RE: Proposal to Provide an Initial Study and Mitigated Negative Declaration for the 700 Oak Grove and 1231 Hoover Street (Station 6) Project

Dear Jean and Thomas,

GHD is pleased to provide this Scope and Fee Proposal for the City's consideration. GHD's CEQA team brings over two decades of experience with sophisticated, controversial projects that have a high level of public scrutiny. We understand the importance of developing a strong, defensible strategy for CEQA compliance early in the project. Because we are a multi-discipline firm, we can work with applicants and their team to craft strategies that mitigate project impacts by design.

The City can be confident in our team's ability and intent to perform high quality work for this project that meets the intent of CEQA and its Guidelines while applying all available efficiencies. Our team is available to begin work immediately and has the ongoing availability to successfully execute the Station 6 Project.

Thank you for your consideration of our proposal. Should you have any questions please feel free to contact Brian Bacciarini ([brian.bacciarini@ghd.com](mailto:brian.bacciarini@ghd.com)) or Dave Davis ([dave.davis@ghd.com](mailto:dave.davis@ghd.com)) at (707) 523-1010.

Sincerely

GHD

A handwritten signature in blue ink that reads "Brian Bacciarini".

Brian Bacciarini  
Project Manager

A handwritten signature in blue ink that reads "Dave Davis".

Dave Davis, AICP  
Project Director

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    - a. Management and Organization
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- Appendix
- A. GHD: Team Member Resumes
  - B. Illingworth & Rodkin Team: Member Resumes and Detailed Qualifications
  - C. Interactive Resources: Team Member Resumes and Detailed Qualifications

# 1. Introduction

## GHD Inc.

GHD is one of the world's leading environmental and engineering consulting companies. Established in 1928, GHD employs more than 6,000 people across five continents and serves clients in the global markets of environment, water, energy and resources, property and buildings, and transportation. Wholly-owned by its people, GHD is focused on client success.

GHD has been serving Northern California communities since 1951. Formerly known as Winzler & Kelly, our USA West Operating Center has a long history of providing highly integrated environmental review and engineering services primarily to public agency and municipal clients. With offices in San Jose, San Francisco and Santa Rosa, our team provides you with access to over 100 professionals with extensive experience working in and around the Bay Area.

## Qualifications Statement

The GHD team clearly understands the environmental planning process, including preparation of CEQA documentation, public outreach, and the development and implementation of mitigation monitoring and reporting programs. GHD and its team of specialty sub-consultants – Interactive Resources and Illingworth & Rodkin – have carved out a particular niche in working with local Bay Area municipalities in achieving successful and positive compliance with CEQA. Our team has worked with these municipalities in reviewing various types of public service facilities and site development projects to meet this goal, and we are committed to working with the City to provide adequate, clear, and defensible environmental documentation for its decision makers and constituents.

## Approach Summary

Our approach to CEQA documentation for this project is grounded in two key principles which are described below.

***Developing the strategy for the environmental document early in the process:*** A legally defensible CEQA document is the primary measure of success for any project. Our environmental professionals are committed to working with the City to define the legal strategy, both for content and process, early in the project in order to avoid “surprises”. This includes identifying the critical issues up front to assure appropriate technical studies are completed and avoid unexpected controversy and schedule delays. For this project, our team includes experienced and qualified staff from GHD, Illingworth & Rodkin, and Interactive Resources. Technical studies to be prepared in support of the environmental review include an air quality analysis, historical assessment, acoustic analysis, and a Phase 1 environmental site assessment. Our streamlined team has worked together successfully for over 10 years, and each of us brings extensive experience with similar projects located throughout the Bay Area.

***Using the document that makes the most sense:*** Our experience, which is documented in Section 5, includes detailed Initial Studies/Mitigated Negative Declarations, Project-Specific EIRs, Program EIRs and a wide range of uniquely tailored tiering documents. We firmly believe that the legal requirements of CEQA do not require continuous reinvention of the wheel and our practitioners will work closely with the City to define appropriate, cost-effective strategies that take maximum advantage of existing work, while

still being respectful of environmental context and community concerns. For this project, we will be particularly mindful that the property at 700 Oak Grove Avenue is located within the City of Menlo Park El Camino Real and Downtown Specific Plan, which establishes a framework for private and public improvements in the Plan area for the next several decades. GHD is familiar with the Specific Plan and the Specific Plan EIR, and as part of the environmental review, we will ensure that the evaluations accurately address potential impacts evaluated in the Specific Plan EIR.

GHD's project specific proposal is described in the following sections. This proposal, including the team commitment and the proposed fee are valid for 120 days.

## **2. Project Understanding & Work Program**

### **Statement of Project Understanding**

The Menlo Park Fire Protection District (District) proposes a project to rebuild and modernize the current fire station located at 700 Oak Grove Avenue (Station No. 6). The new fire station is anticipated to operate at substantially the same capacity as the existing fire station, with the same number of active fire apparatus vehicles and a slight (one firefighter) increase in staffing.

The project would include demolition of the existing Station No. 6 and an adjacent single-family residence and ancillary structures owned by the District, followed by construction of a new two story fire station. The new fire station will include a supporting drive-thru apparatus bay, parking spaces, a historic vehicle storage building, a relocated historic fire carriage house, an above-ground fuel tank, and a backup emergency generator. The carriage house to be relocated to the new fire station is currently located at Station No. 1 on Middlefield Road, approximately one mile east of Station No. 6. During construction, the project would include utilization of a temporary modular living quarters and apparatus structure at the site to allow the fire station to remain fully operational during the construction process.

In addition to environmental review, the project would require several entitlements, including a use permit, architectural design review, rezoning, zoning ordinance amendment, general plan amendment, and a lot merger.

### **Work Program**

#### **Task 1: Kick-Off, Scoping, and Team Meetings**

##### **Kick-Off Meeting**

Our Project Manager and Project Director will attend a kick-off meeting with City staff and the project applicant to discuss the project, schedule, and milestones. At the meeting, GHD anticipates that the City will provide copies of pertinent City documents, as well as any materials and technical studies developed by the applicant to date.

##### **Data Needs Technical Memorandum**

After the kick-off meeting, GHD will review pertinent City documents and applicant materials provided. Following review of the documents, GHD will develop and submit a technical memorandum identifying any additional data needs required for the development of an adequate Project Description for the IS/MND.

##### **Statement of Existing Conditions and Assumptions**

As requested in the RFP, GHD will describe the existing conditions for each resource area (i.e., aesthetics, air quality, etc.) at a level of detail necessary to provide an understanding of the potential impacts of the project. GHD will also prepare a list of evaluation criteria. We propose to submit a draft of the existing conditions and evaluation criteria to the City at the same time that a draft Project Description is provided (see Task 2.1 below). Upon receipt of City comments, GHD will revise and finalize the summaries of existing conditions and evaluation criteria.



**Meetings and Deliverables:** Kick-off Meeting, Data Needs Technical Memorandum, Draft Statement of Existing Conditions

**Task 2: Initial Study and Mitigated Negative Declaration**

**Subtask 2.1: Preparation of Administrative Draft Initial Study and Mitigated Negative Declaration**

GHD will prepare an Administrative Draft IS/MND, which will include an executive summary, project description, summary of existing conditions, analysis of potential impacts associated with the project, and recommended mitigation measures to avoid or reduce potential significant environmental impacts where necessary. Each environmental resource area included in the CEQA Guidelines Appendix G Environmental Checklist Form will be evaluated, including:

Aesthetics	Land Use and Planning
Agriculture and Forest Resources	Mineral Resources
Air Quality	Noise
Biological Resources	Population and Housing
Cultural Resources	Public Services
Geology and Soils	Recreation
Greenhouse Gas Emissions	Transportation/Traffic
Hazards and Hazardous Materials	Utilities and Service Systems
Hydrology and Water Quality	Mandatory Findings of Significance

**Project Description**

The Project Description will contain the detail needed to allow a proper analysis of potential impacts, including a summary of the project location, objectives, characteristics, construction methods, schedule, and required permits/approvals. The Project Description will include all phases of the project, including construction, operation, and maintenance. A draft Project Description will be submitted for City review, and upon receipt of comments, will be finalized.

**Approach to Analysis**

In identifying potential impacts to the environment, GHD will take into account applicable laws and regulations that are protective of the environment. In many instances, the existence of such laws and regulations work to lessen potential impacts to levels that are not significant. Because compliance with applicable laws would be mandatory for the project, compliance with the requirements of such laws and regulations will generally not be identified separately as mitigation.

Each environmental resource area included in the CEQA Guidelines Appendix G Environmental Checklist Form will be evaluated. Issues of particular focus for the IS/MND will include:

## **Aesthetics**

The IS/MND will evaluate potential impacts of the project on the existing visual character and quality of the project sites. The analysis will focus on potential impacts from a new permanent two-story fire station at the site, as well as potential impacts from new sources of light or glare. GHD will utilize the perspective renderings of the fire station and surrounding areas provided in the project plans as part of the analysis. The IS/MND would also evaluate construction activities, including the placement of a temporary modular living quarters and apparatus structure at the site.

## **Air Quality**

The City of Menlo Park is located within the San Francisco Bay Area Air Basin and is regulated by the Bay Area Air Quality Management District (BAAQMD). The IS/MND will therefore utilize the impact assessment methodologies outlined in the BAAQMD CEQA Air Quality Guidelines.

New sources of air emissions would include construction activities and the use and testing of the emergency generator. Since the proposed station would operate at substantially the same capacity as the existing station, the net change in normal operational emissions is anticipated to be minimal, and would not warrant a health risk assessment. Because of the size of the construction site and the location of sensitive receptors (residences) immediately adjacent, a screening-level health risk assessment will be prepared for the project. GHD will team with Illingworth & Rodkin to complete the screening level health risk assessment, which would include predicting construction period emissions using the latest version of the CalEEMod model and construction phasing information for the project, and predicting health risk impacts to nearby sensitive receptors compared to BAAQMD CEQA thresholds. The screening level health risk assessment will also evaluate potential operational impacts to existing sensitive receptors (residences) due to the use and testing of the proposed emergency generator.

Because the size of the proposed fire station is below the BAAQMD operational criteria pollutant screening levels, operational criteria pollutants will be addressed qualitatively. The evaluation will include a summary of the BAAQMD's 2010 Clean Air Plan, the attainment status of the local Air Basin, and potential impacts of construction and operational activities to conflict with or contribute to an air quality violation.

## **Cultural Resources**

### Carriage House

GHD will team with Architectural Historian Kimberly Butt, AIA, of Interactive Resources to complete a site-specific historical evaluation of the carriage house at 300 Middlefield Road. The evaluation will determine the eligibility of the carriage house for listing on either the National Register of Historic Places or the California Register of Historical Resources. The evaluation will include a records search of the California Historical Information System, archival research, a field survey, and a description of the historic context and setting, methods used in the investigation, and results of the evaluation.

If the carriage house is determined to be eligible for the California Register and/or National Register, its proposed relocation from its current location to the proposed fire station site will be evaluated by both a structural engineer and a professional house/building mover. The costs for completion of these tasks have been included as contingent items in our detailed fee estimate. If

required, the analysis will establish if it is feasible to safely move the carriage house to its proposed location, and if relocating the carriage house will affect the structure's eligibility for the California Register and/or National Register. If the proposal is determined to be infeasible and/or not conform to the criteria for eligibility according to the Secretary of the Interior's Standards and the California Register, the evaluation will specify whether or not any mitigation measures would result in compliance. If the carriage house is determined to be eligible for the California Register and/or National Register, and its relocation is determined to be feasible, any proposed repairs, renovation, and/or modifications to this building will be evaluated with regard to whether it would conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings.

#### Fire Station and Residential Property

As part of the analysis, GHD will review, verify, and use preliminary information on the history of the existing fire station and the District owned residence provided in the applicant's "Request for Evaluation for Potential Historic Significance" forms submitted in January 2014. The analysis will also utilize research of the City's records (including building permit history and the City's Historic Building Survey).

GHD will also team with Architectural Historian Kimberly Butt, AIA, of Interactive Resources to complete a site-specific historical evaluation of the existing fire station and the District owned residence. The evaluation will determine the eligibility of the fire station and residence for listing on either the National Register of Historic Places or the California Register of Historical Resources.

#### Archaeological Resources

The IS/MND will evaluate potential impacts to archaeological resources based on the potential for ground disturbance and/or excavation during construction activities to disturb or destroy known and previously unrecorded resources. Sources of information for determining such resources will include searches of records on file at the Northwest Information Center, the Native American Heritage Commission, the University of California Museum of Paleontology, as well as coordination with Native American individuals who may have knowledge of cultural resources in the area.

#### **Hazards and Hazardous Materials**

GHD will conduct a Phase I Environmental Site Assessment (Phase I ESA) in conformance with the American Society for Testing and Materials (ASTM) Standard No. E1527-13 for the properties at 700 Oak Grove Avenue and 1231 Hoover Street. The Phase I ESA will be conducted to determine if the site presents the potential for the occurrence of hazardous materials, and the extent of any potential mitigation or further exploration needed. Completion of the Phase 1 ESA would include a site visit, environmental database and agency file reviews, archival research, and interviews with appropriate District staff. The IS/MND will utilize the findings of the Phase 1 ESA to address the potential for construction to encounter hazardous materials or waste during building demolition activities and grading activities.

#### **Noise**

The IS/MND will include an acoustic analysis that calculates and evaluates construction and operational impacts associated with the proposed project. GHD will team with Illingworth &

Rodkin to complete the acoustic analysis, which has performed such studies for several fire stations located throughout the Bay Area. The acoustic analysis will include evaluation of noise from construction activities and the testing and maintenance of the proposed emergency generator. Noise generated from the operation of the emergency generator during an emergency would be exempt from the City's Noise Ordinance. The IS/MND will utilize the findings of the acoustic analysis to address the potential for the project to conflict with the City's Noise Ordinance standards.

#### Operational Noise Analysis

The level and frequency of noise from the normal operation of the new fire station would be similar to existing conditions. However, the proposed fire station would have a larger footprint due to the westward expansion of the station onto the adjacent residential property at 1231 Hoover Street. The expansion would result in fire station activities and operational noise occurring adjacent to several sensitive residential receptors, including the residence immediately west of 1231 Hoover Street, and an apartment complex off Elizabeth Way that extends eastward towards the expanded footprint of the proposed fire station.

The acoustic analysis will include an evaluation of noise from normal operation of the future fire station and its potential impact on new sensitive receptors. Short-term noise measurements would be made at the existing fire station and select surrounding areas to establish the baseline noise conditions that will be used in the impact assessment. The IS/MND will utilize the findings of the acoustic analysis to address the potential for the project to conflict with the City's noise standards.

**Meetings and Deliverables:** Two (2) bound hard copies and one (1) Adobe .pdf format electronic copy.

### Subtask 2.2: Draft Initial Study and Mitigated Negative Declaration

Following the City's review of the Administrative Draft IS/MND, GHD requests one annotated copy that provides the consolidated City comments. GHD will then revise the IS/MND and submit an electronic screen check draft for City review prior to publication. After any additional minor changes, this version of the document will constitute the Draft IS/MND to be printed and circulated for public review. GHD will provide the City with 30 hard copies and 15 CDs of the Draft IS/MND. Per the RFP, GHD will rely on the City to prepare all required public notices. In addition, GHD will rely on the City to distribute the Draft IS/MND to the State Clearinghouse and applicable responsible and trustee agencies.

**Meetings and Deliverables:** One (1) Adobe .pdf format electronic copy of Screen Check Draft. Thirty (30) bound hard copies and fifteen (15) Adobe .pdf format electronic copies on CDs of the Draft IS/MND.

### Subtask 2.3: Public Review

During the public review period, GHD's Project Manager and Project Director will attend a Planning Commission public hearing on the Draft IS/MND. As needed, GHD will assist with the presentation at the hearing.

**Meetings and Deliverables:** One (1) Planning Commission Meeting

### **Task 3: Preparation of Response to Comments, Final Initial Study and Mitigated Negative Declaration Document, and Mitigation Monitoring and Reporting Program**

#### **Subtask 3.1: Preparation of Response to Comments, Final Initial Study and Mitigated Negative Declaration Document (if necessary)**

##### **Comment Review and Team Meeting**

Following the public review period, GHD will compile comments received during the public review period and the public hearing. GHD's Project Manager and Project Director will attend a comment review meeting with City staff to determine if any comments received require significant response or a revised scope of work to address. If determined necessary, a response to comments and errata will be completed.

##### **Response to Comments and Errata (if necessary)**

If comments received are determined to require revisions to the IS/MND, then GHD will prepare an Administrative Draft response to comments and errata for City review. For purposes of calculating the budget for this task, we assume no more than 30 comments will be received.

Following receipt of City comments, the response to comments and errata will be finalized, which in conjunction with the Draft IS/MND, will constitute the Final IS/MND.

**Meetings and Deliverables:** One (1) comment review meeting, If required, two (2) bound hard copies and one (1) Adobe .pdf format electronic copy on CD of the Administrative Draft of the Final IS/MND; Thirty (30) bound hard copies and one (1) Adobe .pdf format electronic copy on CD of the Final IS/MND.

#### **Subtask 3.2: Preparation of Mitigation Monitoring and Reporting Program**

GHD will prepare a Draft Mitigation Monitoring and Reporting Program (MMRP) for the City's review. The MMRP will identify assignments of responsibility and time frames for implementation mitigation measures, as required. Following receipt of City comments, a Final MMRP will be prepared. GHD's Project Manager and Project Director will then attend a public hearing before the City Council for review and adoption of the Final Mitigated Negative Declaration. As needed, GHD will assist with the presentation at the hearing.

**Meetings and Deliverables:** One (1) Microsoft Word and one (1) Adobe .pdf format electronic copies of the draft Mitigation Monitoring and Reporting Program; One (1) Microsoft Word and one (1) Adobe .pdf format electronic copies of the final Mitigation Monitoring and Reporting Program; One (1) City Council meeting.

### **Task 4: Meetings**

GHD has planned and budgeted for a total of four (4) meetings to be attended by our Project Manager and Project Director, as follows:

- Two (2) meetings with City staff during the preparation of data collection, draft environmental documents, and response to comments;
- One (1) public hearing before the Planning Commission for review of the Draft Mitigated Negative Declaration;
- One (1) public hearing before the City Council for review and adoption of the Final Mitigated Negative Declaration;

### 3. Schedule

A preliminary project schedule identifying major milestones and completion dates is provided on the following page. The schedule shows the environmental review beginning in early May 2014 with adoption at the first City Council meeting in December 2014, for a total environmental review time of approximately 7 months. The preliminary schedule is flexible to allow sufficient and realistic time for City tasks. The schedule may be adjusted should a more expedient review timeline be desired by the City.

Task	Preliminary Schedule
Task 1: Kick-Off, Scoping, and Team Meetings	May 2014 to June 2014
Task 2.1: Administrative Draft IS/MND (including technical studies)	June 2014 to August 2014
Task 2.2: Draft IS/MND	August 2014 to September 2014
Task 2.3: Public Review (with 30-day circulation)	September 2014 to October 2014
Task 3.1: Prepare Responses and Final IS/MND	October 2014 to November 2014
Task 3.2: Prepare MMRP (including certification of IS/MND)	October 2014 to November 2014
Task 4: Meetings	May 2014 – Kick-Off  October 2014 – Planning Commission Public Hearing  October 2014 – Comment Review Meeting  December 2014 – City Council Public Hearing

ID	Task Name	Duration	Start	Finish	Gantt Chart											
					May '14	Jun '14	Jul '14	Aug '14	Sep '14	Oct '14	Nov '14	Dec '14				
1	<b>Initial Study/Proposed MND</b>	<b>150 days</b>	<b>Wed 5/7/14</b>	<b>Tue 12/2/14</b>												
2	<b>Task 1: Kick-Off, Scoping, Team Meeting</b>	<b>28 days</b>	<b>Wed 5/7/14</b>	<b>Fri 6/13/14</b>												
3	Notice to Proceed	1 day	Wed 5/7/14	Wed 5/7/14												
4	Kick-off Meeting	1 day	Mon 5/12/14	Mon 5/12/14												
5	Data Needs Technical Memorandum	4 days	Tue 5/13/14	Fri 5/16/14												
6	Receive data needs from City and Applicant	10 days	Mon 5/19/14	Fri 5/30/14												
7	Statement of Existing Conditions and Assumptions	10 days	Mon 6/2/14	Fri 6/13/14												
8	<b>Task 2.1: Prepare Admin Draft IS/MND</b>	<b>62 days</b>	<b>Mon 6/2/14</b>	<b>Tue 8/26/14</b>												
9	Draft Project Description	10 days	Mon 6/2/14	Fri 6/13/14												
10	City Review	5 days	Mon 6/16/14	Fri 6/20/14												
11	Technical Studies (Air, Historical, Noise, Phase 1 ESA)	35 days	Mon 6/2/14	Fri 7/18/14												
12	Administrative Draft IS/MND	40 days	Mon 6/23/14	Fri 8/15/14												
13	City Review	7 days	Mon 8/18/14	Tue 8/26/14												
14	<b>Task 2.2: Draft IS/MND</b>	<b>17 days</b>	<b>Wed 8/27/14</b>	<b>Thu 9/18/14</b>												
15	Screen Check IS/MND	10 days	Wed 8/27/14	Tue 9/9/14												
16	City Review	3 days	Wed 9/10/14	Fri 9/12/14												
17	Finalize and Print Draft IS/MND for Circulation	4 days	Mon 9/15/14	Thu 9/18/14												
18	<b>Task 2.3: Public Review</b>	<b>23 days</b>	<b>Fri 9/19/14</b>	<b>Tue 10/21/14</b>												
19	30-Day Public Review Period	23 days	Fri 9/19/14	Tue 10/21/14												
20	Planning Commission Public Hearing	1 day	Mon 10/6/14	Mon 10/6/14												
21	<b>Task 3.1: Prepare Responses and Final IS/MND</b>	<b>20 days</b>	<b>Tue 10/28/14</b>	<b>Mon 11/24/14</b>												
22	Comment Review Meeting	1 day	Tue 10/28/14	Tue 10/28/14												
23	Draft Response to Comments and Errata (if needed)	12 days	Wed 10/29/14	Thu 11/13/14												
24	City Review (if needed)	3 days	Fri 11/14/14	Tue 11/18/14												
25	Final Response to Comments and Errata (if needed)	4 days	Wed 11/19/14	Mon 11/24/14												
26	<b>Task 3.2: Prepare MMRP</b>	<b>25 days</b>	<b>Wed 10/29/14</b>	<b>Tue 12/2/14</b>												
27	Draft MMRP	5 days	Wed 10/29/14	Tue 11/4/14												
28	City Review	3 days	Wed 11/5/14	Fri 11/7/14												
29	Final MMRP	2 days	Mon 11/10/14	Tue 11/11/14												
30	City Council Public Hearing	1 day	Tue 12/2/14	Tue 12/2/14												
31	<b>Task 4: Meetings (dates also identified above)</b>	<b>146 days</b>	<b>Mon 5/12/14</b>	<b>Tue 12/2/14</b>												
32	Kick-off Meeting	0 days	Mon 5/12/14	Mon 5/12/14												
33	Planning Commission Public Hearing	0 days	Mon 10/6/14	Mon 10/6/14												
34	Comment Review Meeting	0 days	Tue 10/28/14	Tue 10/28/14												
35	City Council Public Hearing	0 days	Tue 12/2/14	Tue 12/2/14												

## 4. Budget and Fees

The following table is a summary of the budget for each task identified in the Work Program. A detailed budget that illustrates staff hours, billing rates, and total costs for each task is provided on the following page.

Please note that the detailed fee estimate on the following page includes a summary of contingent and optional tasks that would be based upon findings of technical studies and the scope of comments received during the public review process.

Task	Total Budget
Task 1: Kick-Off, Scoping, and Team Meetings	\$3,030
Task 2.1: Administrative Draft IS/MND (including technical studies)	\$51,750
Task 2.2: Draft IS/MND	\$5,950
Task 2.3: Public Review	(cost for meeting is included in Task 4)
Task 3.1: Prepare Responses and Final IS/MND	\$1,080 (cost for review meeting is included in Task 4)
Task 3.2: Prepare MMRP (including certification of IS/MND)	\$1,570
Task 4: Meetings	\$4,440
<b>Total</b>	<b>\$67,820</b>
<b>Total with contingent and optional tasks</b>	<b>\$84,220</b>



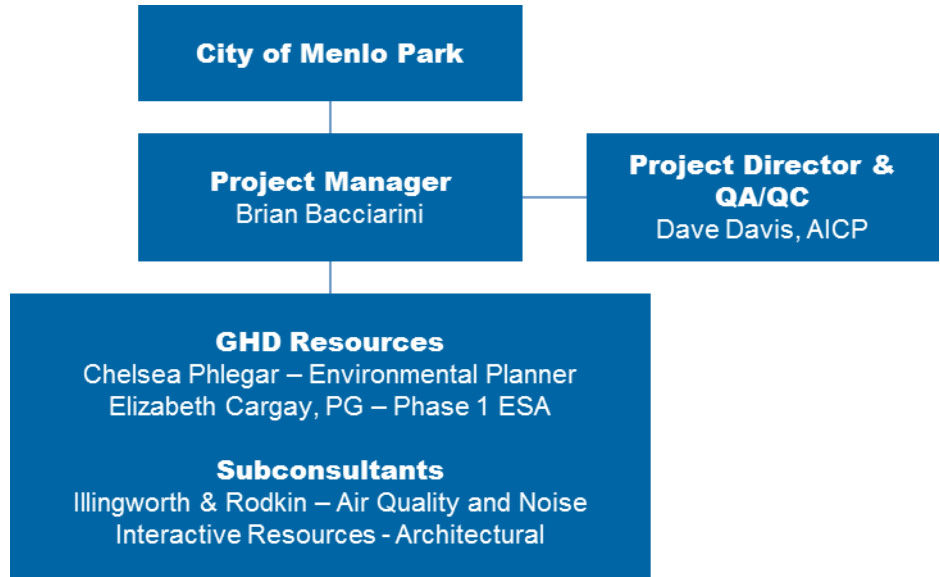
700 Oak Grove and 1231 Hoover Street Not-to-Exceed Fee: Revised April 21, 2014

Task	Project Director	Project Manager	Env Assessor	Planner Scientist	Graphics	Production Admin Staff	Total Labor Hours	Labor Cost	Office Consumables	Direct Expenses	Subconsultants			Total
											Illingworth & Rodkin	Interactive Resources	Markup	
<b>Task 1 - Kick-Off Meeting, Scoping, and Team Meetings</b>	\$140	\$125	\$120	\$110	\$90	\$90								
Kickoff Meeting (see Task 4 for budget)														
Data Needs Tech Memo		6					6	\$750	\$36				\$0	\$790
Statement of Existing Conditions and Assumptions	2	6		10			18	\$2,130	\$108				\$0	\$2,240
<b>Task 1 Subtotal</b>	<b>2</b>	<b>12</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>\$2,880</b>	<b>\$144</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,030</b>
<b>Task 2.1 - Prepare Administrative Draft IS/MND</b>														
Executive Summary		4					4	\$500	\$24				\$0	\$520
Project Description	4	12			8		24	\$2,780	\$144				\$0	\$2,920
Setting, Impacts, and Mitigation Measures	4	56		64		8	132	\$15,320	\$792		\$13,500	\$7,740	\$3,186	\$40,540
Quality Assurance/Quality Control	16						16	\$2,240	\$96				\$0	\$2,340
Phase 1 Environmental Site Assessment	8		30				38	\$4,720	\$228				\$0	\$4,950
Admin Draft EIR (2 hard copies and 1 .pdf)						4	4	\$360	\$24	\$100			\$0	\$480
<b>Task 2.1 Subtotal</b>	<b>32</b>	<b>72</b>	<b>30</b>	<b>64</b>	<b>8</b>	<b>12</b>	<b>218</b>	<b>\$25,920</b>	<b>\$1,308</b>	<b>\$100</b>	<b>\$13,500</b>	<b>\$7,740</b>	<b>\$3,186</b>	<b>\$51,750</b>
<b>Task 2.2 - Prepare Draft IS/MND</b>														
Prepare Screen Check Draft EIR and Notices	4	8		12		2	26	\$3,060	\$156				\$0	\$3,220
Prepare & Distribute Draft IS/MND (30 hard copies and 15 CDs)				4		8	12	\$1,160	\$72	\$1,500			\$0	\$2,730
<b>Task 2.2 Subtotal</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>10</b>	<b>38</b>	<b>\$4,220</b>	<b>\$228</b>	<b>\$1,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,950</b>
<b>Task 2.3 - Public Review</b>														
Planning Commission Public Hearing Meeting (see Task 4 for budget)							0	\$0	\$0				\$0	\$0
<b>Task 2.3 Subtotal</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>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Task 3.1 - Prepare Response to Comments and Final IS/MND</b>														
Comment Review	2	6					8	\$1,030	\$48				\$0	\$1,080
Comment Review Team Meeting (see Task 4 for budget)							0	\$0	\$0				\$0	\$0
Response to Comments and Errata (see contingent cost below)							0	\$0	\$0				\$0	\$0
<b>Task 3.1 Subtotal</b>	<b>2</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>\$1,030</b>	<b>\$48</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,080</b>
<b>Task 3.2 - Prepare Mitigation Monitoring and Reporting Program</b>														
Draft Mitigation Monitoring and Reporting Program	2	2		4			8	\$970	\$48				\$0	\$1,020
Final Mitigation Monitoring and Reporting Program	2	2					4	\$530	\$24				\$0	\$550
City Council Public Hearing (see Task 4 for budget)							0	\$0	\$0				\$0	\$0
<b>Task 3.2 Subtotal</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>\$1,500</b>	<b>\$72</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,570</b>
<b>Task 4 - Meetings</b>														
Kickoff Meeting	4	4					8	\$1,060	\$48				\$0	\$1,110
Planning Commission Public Hearing	4	4					8	\$1,060	\$48				\$0	\$1,110
Public Comment Review and Meeting	4	4					8	\$1,060	\$48				\$0	\$1,110
City Council Public Hearing	4	4					8	\$1,060	\$48				\$0	\$1,110
<b>Task 4 Subtotal</b>	<b>16</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>\$4,240</b>	<b>\$192</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,440</b>
<b>SUB-TOTAL</b>	<b>60</b>	<b>118</b>	<b>30</b>	<b>94</b>	<b>8</b>	<b>22</b>	<b>332</b>	<b>\$39,790</b>	<b>\$1,992</b>	<b>\$1,600</b>	<b>\$13,500</b>	<b>\$7,740</b>	<b>\$3,186</b>	<b>\$67,820</b>
<b>Contingent Tasks</b>														
Carriage House Relocation Analysis	2	2					4	\$530	\$24			\$3,510	\$527	\$4,590
Treatment in Accordance with Secretary of Interior's Standards	2	2					4	\$530	\$24			\$2,260	\$339	\$3,150
Response to Comments and Errata (30 comments)	8	12		16		2	38	\$4,560	\$228				\$0	\$4,790
Final IS/MND (30 hard copies and 1 CD)	2	6		8		8	24	\$2,630	\$144				\$0	\$2,770
<b>Contingent Task Subtotal</b>	<b>14</b>	<b>22</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>10</b>	<b>70</b>	<b>\$8,250</b>	<b>\$420</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,770</b>	<b>\$866</b>	<b>\$15,300</b>
<b>Optional Tasks</b>														
Historic Architect Attendance at Public Hearings							0	\$0	\$0			\$960	\$144	\$1,100
<b>Optional Task Subtotal</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>\$0</b>	<b>\$0</b>	<b>\$960</b>	<b>\$144</b>	<b>\$1,100</b>
<b>TOTAL (WITH CONTINGENT AND OPTIONAL TASKS)</b>	<b>74</b>	<b>140</b>	<b>30</b>	<b>118</b>	<b>8</b>	<b>32</b>	<b>402</b>	<b>\$48,040</b>	<b>\$2,412</b>	<b>\$1,600</b>	<b>\$13,500</b>	<b>\$14,470</b>	<b>\$4,196</b>	<b>\$84,220</b>

# 5. Key Personnel, Subconsultant Qualifications, and Practical Experience

## Management and Organization

Our team’s organizational chart is shown to the right. Our streamlined team includes experienced and qualified team members with two specialty subconsultants, Illingworth & Rodkin and Interactive Resources. We have worked extensively with these firms for over 10 years. We are pleased to present their qualifications as requested on the following pages.







Our team members bring outstanding qualifications in developing CEQA documents for public facility and site development projects, such as the Station 6 project. Key team members have also worked together on several assignments for the Veterans Administration facilities in Menlo Park, demonstrating their familiarity with local environmental issues. The team is available and committed to your project and has worked together on a number of common projects, each time providing the client with clear, informative, and legally-adequate environmental review documentation.

Our Project Manager, Brian Bacciarini, brings over 12 years of experience in the variety of public facility and site development projects. He has conducted a number of CEQA and NEPA reviews in developed areas, he brings a keen understanding of the potential challenges and pitfalls which could be encountered on such projects, such as hazardous materials, historic resource, and transportation issues. (GHD is committed to our Project Manager through the completion of this assignment. In the unlikely event that personnel in this role must change, we will not do so without prior notice to, and approval of, the City.) Chelsea Phlegar will work with Brian to conduct the necessary analyses. Chelsea consistently demonstrates the ability to obtain and synthesize technical information, ask the right questions, and report the results in a concise and understandable manner.

Dave Davis, AICP, will serve as the Project Director to ensure that this streamlined project team will have ample resources and time for the City’s project. Drawing from his 25 years of environmental review experience on local, state, and federal public facilities, Dave will be hands-on in the role of QA/QC making sure that the final document holds to the City’s and GHD’s high standards. Finally, we are excited

to have Elizabeth Cargay, P.G., on our team to oversee the Phase 1 environmental site assessment (ESA) for this project. Elizabeth excels in providing thorough, yet focused, ESA documentation to provide a clear reporting of important issues and reasonable, practical next steps.

GHD's team member qualifications are highlighted below and complete professional resumes are found in the Appendix.

 <p><b>Brian Bacciarini, Project Manager</b></p> <p>12 years of experience</p> <ul style="list-style-type: none"> <li>• Public facility/site development</li> <li>• SF Peninsula experience including experience in Menlo Park</li> <li>• Phase 1 ESAs</li> <li>• Section 106</li> </ul>	 <p><b>Dave Davis, AICP, Project Director, QA/QC</b></p> <p>25 years of experience</p> <ul style="list-style-type: none"> <li>• Governmental facilities</li> <li>• Innovative CEQA application</li> <li>• Planning/development review</li> <li>• Multidisciplinary coordination</li> </ul>	 <p><b>Chelsea Phlegar, Planner</b></p> <p>5 years of experience</p> <ul style="list-style-type: none"> <li>• Synthesizes complex technical issues</li> <li>• Maintains technical focus</li> <li>• Broad range of technical capabilities</li> </ul>	 <p><b>Elizabeth Cargay, PG Hazardous Materials</b></p> <p>28 years of experience</p> <ul style="list-style-type: none"> <li>• Professional Geologist</li> <li>• Conversant in Phase 1 ESA requirements (ASTM E-1527-13)</li> <li>• Practical solutions</li> </ul>
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GHD's team members are 40% committed to other projects, they are 60% available to your project. We are backed by 300 professionals in California and can quickly assemble additional resources, should this be necessary to complete your project.

## Subconsultant Qualifications

### Interactive Resources

Interactive Resources has been providing historic preservation, architectural design, and structural engineering services to federal, state and local government agencies, as well as the private sector, since 1973. Interactive Resources has extensive experience in providing historical architectural services ranging from design and rehabilitation to preservation planning. They have completed numerous project reviews for Section 106 compliance, tax credit certifications, and federally funded energy upgrade projects, and are well versed in all issues regarding historic evaluations for CEQA and NEPA compliance. They have provided historic consultation services in support of many project environmental documents and assessments, including GHD-led projects at the San Francisco VA Medical Center, Coddington Mall, and the Novato municipal complex. Additionally, they have designed and overseen the construction of numerous historic projects that were completed in accordance to Secretary of the Interior's Standards.

### Illingworth & Rodkin

Founded in 1987, Illingworth & Rodkin, Inc. provides a complete range of consulting services in acoustics, vibration and air quality to governmental agencies, private sector clients, and other environmental and design professionals. The firm has completed over 4,500 projects in environmental impact studies, architectural acoustics, community noise and vibration, industrial noise and vibration control, and air quality studies. The bulk of Illingworth & Rodkin's air quality and noise work involves environmental studies that are in support of both public and private site development projects. Air quality studies for land use projects to support CEQA analyses are most common. Types of projects include specific plans for a variety of public facilities, office centers, and industrial land uses. The firm emphasizes objective and thorough analyses of issues, timeliness, teamwork, and practical solutions. Illingworth & Rodkin has been part of the successful GHD CEQA teams conducting the air quality and/or noise analyses for such projects as the Coddington Mall Target and Dick's Sporting Goods documents, the Novato Administrative Offices Project, and the SFPUC Regional Groundwater Storage and Recovery Project.

## References

We feel the most convincing means to demonstrate our experience in thoughtful and concise environmental documentation for public facility and site development projects is to invite the City of Menlo Park to contact our references. Listed below are three references for GHD, as the team lead for the Station No. 6 project, and one reference each for Interactive Resources and Illingworth & Rodkin. We are confident that the City will come away from these conversations with a confirmed understanding of our team's capabilities and commitment to its clients for successful project execution. We have included more information regarding our qualifications at the end of this section.

### GHD Inc.

#### City of Santa Rosa

Bill Rose, AICP, Senior Planner  
City of Santa Rosa Department of Community Development  
100 Santa Rosa Avenue, Room 3, Santa Rosa CA 95404  
(707) 543-3253  
[WRose@srcity.org](mailto:WRose@srcity.org)

*Reference Projects: Coddington Target Store Initial Study/Mitigated Negative Declaration (2012); Dick's Sporting Goods CEQA Checklist (2013)*

### City of Novato

Steve Marshall, AICP, Senior Planner  
City of Novato Department of Community Development  
922 Machin Avenue, Novato, CA 94945  
(415) 889-8942  
[smarshall@novato.org](mailto:smarshall@novato.org)

*Reference Projects: Novato Administrative Office Building (2011); Commons at Mount Burdell Environmental Services (2010)*

### Department of Veterans Affairs – Palo Alto Health Care System

Jason Trollope, Program Manager  
Office of Facility Planning & Development  
VA Palo Alto Health Care System  
3801 Miranda Avenue, Palo Alto, CA 94304  
(650) 380-8722  
[Jason.Trollope@va.gov](mailto:Jason.Trollope@va.gov)

*Reference Project: VA Menlo Park Near-Term Capital Improvement Plan Environmental Assessment (currently underway)*

### **Interactive Resources - References**

#### San Carlos School District

Robert Porter, Chief Operations Officer  
826 Chestnut Street, San Carlos, CA 94070  
(650) 508-7333  
[rporter@scsdk8.org](mailto:rporter@scsdk8.org)

*Reference Project: Central Middle School/Bridge School Project EIR (currently underway)*

### **Illingworth & Rodkin - References**

#### City of San Jose Public Works Department

Ruben Alvarez  
801 N. First Street, Room 320, San Jose, CA 95110  
(408) 277-4777

*Reference Project: San Jose Fire Department Emergency Generator Permitting (2003)*

## Other San Mateo or Peninsula Projects

GHD serves primarily public agency clients, which helps us minimize conflicts of interest and focus on the unique needs and perspectives of California's municipalities. GHD does not have any projects current or present with the Menlo Park Fire District. We currently have three clients for which we are working on the Peninsula and that meet the disclosure test outlined in the City's RFQ. These are:

- Veteran's Administration Campus at Menlo Park where we are currently providing engineering and NEPA review services;
- City of Redwood City where we have provided CEQA services for the Saltworks Project, which is currently on hold; and,
- San Francisco Public Utilities Commission, with which GHD is conducting the EIR for its Regional Groundwater Storage and Recovery Project.

## Practical Experience

We feel the best way to demonstrate the GHD team's particular project expertise in this area is to offer our practical experience, which speaks for itself – whether it is compliance under CEQA or the National Environmental Policy Act (NEPA). We have included our Subconsultants' qualifications in Appendix B and C.

### **GHD Inc.**

#### VA Menlo Park Near-Term Capital Improvement Program, Environmental Assessment, Menlo Park

GHD is currently completing an Environmental Assessment in accordance with NEPA for the proposed renovation of the United States Department of Veterans Affairs Menlo Park Division medical campus, located at 795 Willow Road in the City of Menlo Park. The proposed renovation of the medical campus includes construction and operation of a common development plan that includes 10 individual projects to be constructed between 2014 and 2018, including demolition of several seismically deficient or



otherwise outdated buildings, completion of a new loop road around the campus, construction of new and retrofitted clinical and administrative spaces, and construction of new outdoor recreation therapy facilities. By evaluating the 10 individual projects as a common development plan, the NEPA process will be streamlined and the cumulative impact on the environment that results from incremental impacts of actions will be best addressed.

Two of the primary issues examined in the Project's Environmental Assessment include an evaluation of effects on historic properties and on sensitive receptors at the medical campus. To satisfy Section 106



requirements of the National Historic Preservation Act, GHD is working in tandem with historical architects to evaluate potential effects on historic properties. The campus includes 65 buildings, structures, and objects, 21 of which meet National Register of Historic Places eligibility requirements, and three of which may be demolished as part of the renovation. Consultation with the State Historic Preservation Officer and the Advisory Council on Historic Preservation has been initiated, and the Project's Environmental Assessment includes the development of measures to minimize or eliminate potential adverse effects. The Menlo Park medical campus also provides inpatient care and residential programs for elderly Veterans that are sensitive to air pollutant emissions and must be given special consideration when evaluating air quality effects. Therefore, the Project's Environmental Assessment includes a screening level health risk analysis for construction-phase toxic air contaminants using Bay Area Air Quality Management District approved dispersion models.

- Timeframe: 2013 - Ongoing
- Major Milestones: Draft Environmental Assessment issued for public review in November 2013
- Specific firm contribution: Project Management and primary author of the NEPA document. Technical studies were prepared by subconsultants for historic resources, air quality and biology.
- Team Members: Brian Bacciarini, Dave Davis, Chelsea Phlegar, and Interactive Resources

### Coddington Mall Projects, Target Store Initial Study and Mitigated Negative Declaration and Dick's Sporting Goods CEQA Checklist, Santa Rosa

GHD completed the Initial Study/Mitigated Negative Declaration for the development of a Target Store in the Coddington Mall. To provide space for the new store, an existing vacant, two-story Gottschalk's building had to be razed. Potential issues examined in the Project's IS/MND included traffic generation, historic architecture, aesthetics, hazardous materials, air quality health risk, and noise. Although GHD was engaged directly by the Project Applicant, the IS/MND needed to meet the needs of the City of Santa Rosa as the CEQA Lead Agency. This required coordination and facilitation of multiple stakeholders interests in the Project, including the City, Simon Properties, and Coddington Enterprises. Even with the effort of balancing these interests, the IS/MND was completed on schedule, causing no delay in Project initiation.



GHD just completed a CEQA checklist for the development of a Dick's Sporting Goods retail outlet near Coddington Mall in Santa Rosa. The project site is located within the City's North Santa Rosa Station Specific Plan Area which was developed to guide development in the vicinity of a proposed station on the Sonoma Marin Area Rail Transit commuter line. The EIR for the Specific Plan was certified in September, 2012, and covered the project site. Rather than create another new CEQA analysis from scratch, GHD has developed the successful approach of



using the existing and current Specific Plan EIR as a base document off of which the project-specific CEQA compliance document could be tiered. Although project-specific technical studies were required (e.g., traffic, health risk, noise, and visual simulations), this approach greatly streamlined the project's CEQA review process by not "recreating the wheel".

- Timeframe: 2011-2012 (Target) and 2013 (Dick's Sporting Goods)
- Major Milestones: Draft and Final IS/MND (Target) and Final Checklist (Dick's Sporting Goods)
- Team Members: Dave Davis, Brian Bacciarini, Chelsea Phlegar, Interactive Resources (Kim Butt), and Illingworth & Rodkin

## Various Environmental Assessments, San Francisco VA Medical Center, San Francisco

The San Francisco VA Medical Center is located on a 29-acre site on former Fort Miley in northwest San Francisco. The campus is a major tertiary care facility that serves as a U.S. Department of Veterans Affairs regional referral center for specialized medical and surgical programs. The campus is designated as a Federal Coordinating Center for the City of San Francisco, and serves as a Primary Receiving Center for the City and Department of Defense as a contingency backup for medical services in times of a natural disaster or national emergency.

Since 2009, GHD has prepared six NEPA Environmental Assessments / Findings of No Significant Impact and one Categorical Exclusion for projects at the San Francisco campus including:

- A new Helipad
- Mental Health Patient Parking Addition
- Parking and Emergency Response Structure
- North Slope Seismic/Soil Stabilization
- Building 11 Parking Lot
- Mental Health Facility and Sleep Lab
- Welcome Center.

Because a portion of the San Francisco Medical Center is included on the National Register of Historic Places, the Environmental Assessments were coordinated with historic reviews satisfying requirements of Section 106 of the National Historic Preservation Act.

- Timeframe: 2009-current
- Major Milestones: Draft and Final EAs
- Team Members: Dave Davis, Brian Bacciarini, Chelsea Phlegar, and Interactive Resources





## City Administrative Office Building Project Initial Study and Mitigated Negative Declaration, Novato

Recently, most of the City of Novato's administrative and service departments were moved from leased space at a few various locations throughout the City into this new Administrative Office Building in downtown Novato. The City sought to consolidate these activities in a single, City-owned structure proposed to be built on City-owned property – near existing City facilities, including its newly-refurbished City Hall and the City's police headquarters. The new building has approximately 24,000 square feet of offices on two floors. An additional parking level is below the other



two levels. Given its size and bulk dimensions, potentially significant issues addressed in the project's IS/MND included the structure's "fit" with the existing downtown visual context and the City's historic overlay zone – which has proven to be of concern to a number of townfolk. Although no longer an issue to be analyzed under CEQA, in response to concerns initially communicated by neighboring businesses to the City, the GHD team also provided an evaluation of the Project's potential effect on parking in the downtown area.

The GHD team was selected to assist the City with this important civic project based on our standing working relationship and familiarity with City staff, as well as our familiarity with the ever-changing and sometimes vague CEQA and regulatory environment – like parking, greenhouse gas emissions, and visual resources. Our familiarity with the City allowed us to ask the most effective questions and anticipate the needs of City staff. Accordingly, the IS/MND passed through the public review, City Council adoption, and statute-of-limitations processes without receiving one single comment or concern. This allowed the City to conclude the CEQA process and move directly into its construction bidding process without delay.

- Timeframe: 2011-2012
- Major Milestones: Draft and Final IS/MND, City Council Adoption
- Team Members: Dave Davis, Brian Bacciarini, Chelsea Phlegar, Interactive Resources, and Illingworth & Rodkin

Appendix A  
**GHD Inc.**  
Detailed Professional Resumes



## Brian Bacciarini Project Manager



Qualified. B.S./2001/Environmental Studies, Sonoma State University  
Relevance to project. As Project Manager, Brian will be responsible for effectively managing job execution, coordinating all job activities, keeping the City informed of progress, and keeping the project focused on key success factors and deliverables. Brian has served as a Project Manager for numerous CEQA projects in Northern California, ranging from Mitigated Negative Declarations to Environmental Impact Reports. He has 11 years of experience in environmental planning, writing, data research, and analysis for a wide variety of projects. Brian also brings over five years direct experience with hazardous waste investigations and cleanup, including Phase I and Phase II Environmental Site Assessments for several municipally-owned sites.

### Project Manager

Veterans Affairs (VA) Menlo Park Near-Term Capital Improvement Plan NEPA Environmental Assessment | Menlo Park, CA

Brian currently serves as Project Manager for the VA Menlo Park Near-Term Capital Improvement Plan, which proposes to carry out several construction projects at the VA Menlo Park campus located at 795 Willow Road in the City of Menlo Park. The project includes construction and operation of a common development plan that includes 10 individual projects to be constructed between 2014 and 2018, including construction of a new on-site VA police station. The Environmental Assessment is anticipated to be completed in January 2014.

### Project Manager

Jennings Avenue Rail Crossing EIR | Santa Rosa, CA

Mr. Bacciarini is currently serving as Project Manager for this EIR, which evaluates construction and operation of an official at-grade pedestrian and bicycle rail crossing in the City of Santa Rosa, and the possible closure of an at-grade rail crossing at one of three locations in downtown Santa Rosa. With elimination of a rail crossing in downtown Santa Rosa, pedestrians, bicyclists, cars, delivery trucks, emergency vehicles, and bus routes would be diverted to nearby crossings, potentially increasing congestion on other streets. Key technical evaluations required as part of the EIR include public involvement, traffic, historic resources, and noise. The EIR is being completed on an accelerated schedule so as to be completed prior

to initiation of passenger and freight train operation in Santa Rosa. The EIR is anticipated to be completed in the Fall of 2014.

### Planner

City of Novato Administrative Offices  
Mitigated Negative Declaration | Novato, CA

Brian served as a primary author for this IS/MND, which evaluated the construction and operation of a new office building to accommodate future day-to-day departmental operations for the City of Novato. The City sought to consolidate their municipal operations into a single, City-owned structure proposed to be built on City-owned property in downtown Novato. Brian helped to develop protection measures that were incorporated into the project to reduce and avoid adverse impacts, including measures related to erosion control, storm water pollution prevention, and management of groundwater from during construction dewatering during installation of a below grade parking structure. The IS/MND was certified in 2012.

### Project Manager

Mendocino Lake Community College  
District, Lakeport Educational Center  
Initial Study/Mitigated Negative  
Declaration | Lake County, CA

Brian served as Project Manager for this IS/MND, which evaluated impacts associated with construction of a new educational center near the City of Lakeport. The IS/MND was certified in 2008.



#### Planner

South Wright Road Elementary School Initial Study/Mitigated Negative Declaration | City of Santa Rosa, CA  
Brian served as a primary author for this IS/MND. The project included construction of a new 500-student school on a 9.5 acre parcel. The site was previously occupied by Santa Rosa Christian School, so the project included adaptive reuse of certain buildings, demolition, and new construction. Areas of particular concern in the IS/MND included impacts to 70-year old native oak trees, impacts to wetlands, impacts to potential historic buildings, stormwater runoff and safe access to the school. The IS/MND was certified in 2008.

#### Project Manager

Oakmont WWTP Interim Operations Project | Santa Rosa, CA  
Brian served as Project Manager for this IS/MND, which included a Cooperative Settlement and Release Agreement between the City of Santa Rosa and the Oakmont Golf Club and Oakmont Village Association. Brian met with members of the Settlement Agreement negotiating team, including City staff, the Oakmont Golf Club, and the Oakmont Village Association multiple times to review potential project impacts and to evaluate design alternatives that would minimize environment impacts and associated permitting and mitigation costs. Brian assisted the financial parameters of the Settlement Agreement by estimating mitigation measure costs that would be incurred through implementation of the project. The IS/MND and Settlement Agreement were approved in February of 2012.

#### Planner

Public Water System Emergency Response Plans | Sonoma County, CA  
Brian served as primary author of several Public Water System Emergency Response Plans for the City of Cotati, the City of Rohnert Park, and the Valley of the Moon Water District. Responsibilities included interviewing government officials at the city, county, state and federal levels, performing document reviews, and developing emergency response action plans and overall Plan preparation.

#### Planner

Petaluma East Washington Park Mitigated Negative Declaration | Petaluma, CA  
Brian served as the primary author for this IS/MND. The project included development of unused land on the outside-area of Petaluma's City limits and near the Petaluma Airport into a mixed-use, low-maintenance, soccer and softball park that includes flexibility to add additional activity areas. The master planning and schematic design of East Washington Park required a carefully integrated approach, one that simultaneously considered a range of Community needs, site conditions, and key issues that informed one another throughout the process.

#### Planner

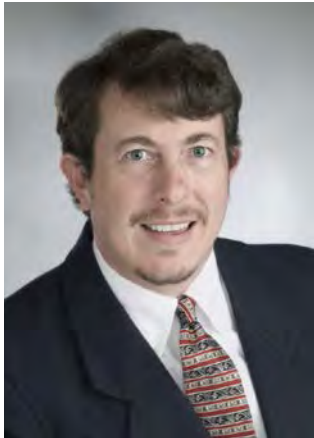
Phase I Site Assessment | City of Cotati, CA  
Brian has performed several Phase I and II Site Assessments for a variety of sites. One such assessment was performed for the City of Cotati to determine if contamination was present on a property the City wished to purchase for municipal operations. Responsibilities included reviewing records, site reconnaissance, interviews with owners, occupants and local government officials, and report preparation.

#### Planner

Municipal Storm Water Management Plans | Sonoma County, CA  
Brian served as primary author of Municipal Storm Water Management Plans for five Sonoma County cities, which included staff interviews, municipal staff training, and development of stormwater ordinances. In 2007, Brian published a paper and participated in the Water Environment Federation Technical Conference in San Diego for a Stormwater Treatment Demonstration Project. The Project included field monitoring and sampling using automated composite stormwater samplers and an evaluation of pollutant removal efficiencies for newly manufactured stormwater treatment devices.



## David Davis, AICP Project Director and QA/QC



Qualified. M.S./1988/Geography/ Indiana University of Pennsylvania  
B.S./1986/Geography/ Northwest Missouri State University  
Connected. National & California Associations of Environmental Professionals  
American Planning Association/American Institute of Certified Planners  
Relevance to project. David Davis is experienced in the preparation of National Environmental Policy Act (NEPA)/California Environmental Quality Act (CEQA) environmental impact studies, providing his clients with innovative, practical, and legally-adequately solutions for sound environmental regulatory compliance. His technical proficiencies include: land use, zoning, agriculture, aesthetics, neighborhood character, roadway noise, public transit, natural hazards, subsurface conditions, and community facilities (public services). The types of facilities and projects with which he has worked vary widely and include energy projects, government facilities, and transportation facilities. His project experience has taken him across the U.S. working in a variety of environs and with a variety of regulatory processes. He has spearheaded permitting efforts with a number of local and California state agencies, including [but not limited to] the California Coastal Commission, State Lands Commission, and the various Regional Water Quality Control Boards throughout the state. Mr. Davis' expertise also includes writing Storm Water Pollution Prevention Plans, Spill Prevention Countermeasure and Control Plans, and Business Plans for the Handling of Hazardous Materials.

### Project Manager

Dick's Sporting Goods EIR Tiering Document | Santa Rosa, CA, USA  
Mr. Davis is the Project Manager for the CEQA compliance document for the development of a Dick's Sporting Goods retail outlet near Coddington Mall in Santa Rosa. The project site is located within the City's North Santa Rosa Station Specific Plan Area developed to guide development in the vicinity of a proposed station on the Sonoma Marin Area Rail Transit commuter line. The EIR for the Specific Plan was certified in September, 2012, and covered the project site and sufficient adjacent area. Rather than create another new CEQA analysis from scratch, Mr. Davis developed the successful approach of using the existing and current Specific Plan EIR as a base document off of which the project-specific CEQA compliance document could be tiered. Although project-specific technical studies were required (e.g., traffic, health risk, noise, and visual simulations), this approach greatly streamlined the project's CEQA review process by not "recreating the wheel". *Client: Coddington Enterprises*

### Project Manager

Coddington Target Store IS/MND | Santa Rosa, CA, USA  
Mr. Davis was the Project Manager for the Initial Study/Mitigated Negative Declaration for the

development of a Target Store in the Coddington Mall. To provide space for the new store, the existing vacant, two-story Gottschalk's building had to be razed. Potential issues examined in the Project's IS/MND included traffic generation, historic architecture, aesthetics, hazardous materials, air quality health risk, and noise. Although GHD was engaged directly by the Project Applicant, the IS/MND needed to meet the needs of the City of Santa Rosa as the CEQA Lead Agency. This required coordination and facilitation of multiple stakeholders interests in the Project, including the City, Simon Properties, and Coddington Enterprises. Even with the effort of balancing these interests, the IS/MND was completed on schedule, with no delay in Project initiation. *Client: Simon Properties*

### Project Manager

City of Novato Administrative Offices Mitigated Negative Declaration | Novato, CA, USA  
Mr. Davis was the Project Manager for the MND addressing the construction and operation of a new office building to accommodate future day-to-day City departmental operations. Currently, most of the City's administrative and service departments are housed in leased space. The City seeks to consolidate these activities in a single, City-owned structure proposed to be built on City-owned property in downtown Novato –





# Curriculum Vitae

near existing City facilities, including its newly-refurbished City Hall. Given its size and bulk, potentially significant issues to be addressed in the project's MND include the structure's "fit" with the existing downtown visual context and the City's historic overlay zone – which has proven to be of concern to a number of townsfolk. Mr. Davis is lending his planning expertise to ensure a CEQA analysis to adequate enough to withstand challenge. *Client: City of Novato*

## Permitting Support

Cotati Commons Environmental Studies and Support/State Route 116

Beautification Project | Cotati, CA, USA

Mr. Davis lent support to the City in guiding the final permitting process for this commercial and residential project in Cotati. Given the complex nature of the project and its compressed schedule, coordination between the applicant, City, and numerous permitting agencies was challenging. Issues of particular concern include California tiger salamander habitat and transportation operations. In response to concerns expressed by Caltrans in the review of the project's encroachment permit application, a second EIR Addendum was completed for the project, as well. Mr. Davis' role was to coordinate GHD's team of environmental planners and engineers, and numerous specialists, and to ensure the accurate and timely provision of information to permitting agencies to expedite the permit approval process. *Client: City of Cotati*

## Deputy Project Manager

The Commons at Mt. Burdell EIR | Novato, CA, USA

Mr. Davis was the Deputy Project Manager for this EIR which was to evaluate the redevelopment of the office campus to add 750,000 square feet of office, retail, and hotel uses together with 150 dwelling units at the existing Fireman's Fund office campus located adjacent to a proposed train station for Sonoma Marin Area Rail Transit (SMART). This project generated great interest in neighboring residential areas concerned particularly with the potential visual and traffic effects of such a large-scale development. Alternatives included options trading commercial space for additional dwelling units. The project's sustainable goal proposed to create no new demands for water, sewer, solid waste, or energy. However, these goals provided particular challenges as there has been very little prior

analysis statewide which evaluate the potential impacts of the proposed sustainable systems in the context of CEQA. *Client: City of Novato Community Development Department*

## Assistant Project Manager

Oat Hill Master Plan EIR | American Canyon, CA, USA

Mr. Davis was the assistant project manager for this Program EIR in American Canyon. A conceptual master plan is being developed to guide the transformation of the 360-acre Oat Hill parcel to a mixed-used in-fill development. Mr. Davis provided day-to-day guidance for all phases of the EIR and managed GHD's team of experts. The first phase was the development of "Background Reports" addressing each of the resource issues identified by CEQA. The second phase involved the impact analysis and composition of the EIR. As a result of the Background Report process, a number of resource issues were identified for particular attention in the EIR, including geology/seismicity, visual resources, compatibility with the neighboring Napa County Airport, and public water supply. The development contemplated in the master plan also triggered the requirement of SB 610 to conduct a Water Supply Assessment. This required a broad CEQA knowledge base, as well as of the many varied issues addressed in the EIR. *Client: City of American Canyon*

## Project Manager

American Canyon Road and Broadway Commercial Center Mitigated Negative Declaration | American Canyon, CA, USA

Mr. Davis was the Project Manager for the CEQA review of this development project, which proposed approximately 29,000 square feet of tenant space. The project would include a chain pharmacy, drive-thru restaurant, and two retail/office spaces. Situated in the commercial core of American Canyon near State Highway 29, issues of note included transportation/traffic, visual resources, public utilities, and cumulative impacts. Water supply was also an important issue, as the City required new projects to have a "zero water footprint". As a result of the Initial Study findings, project-specific mitigation measures were recommended to ameliorate any potentially significant impacts to a less-than-significant level. *Client: City of American Canyon*



## Elizabeth Cargay, PG Phase 1 ESA



Qualified: Bachelor Degree in Geology/Humboldt State University/CA, 1985  
California Registered Professional Geologist, #8228, 2006  
California Registered Environmental Assessor, #05300/1993

Connected: Groundwater Resource Association Member since 1996,  
Santa Rosa Plain Groundwater Basin Advisory Panel Member, 2011/Present  
Sonoma Valley Groundwater Technical Advisory Committee Member, 2007

Relevance to project: Ms. Cargay is a Senior Professional Geologist with over twenty years of diverse experience focusing on providing solutions to technical and regulatory problems involving groundwater and contaminated soils. Her career has focused in water resource planning, assessment, testing, and development, contaminant assessment and remediation, geotechnical testing, and geologic investigations. She focuses on providing solutions to technical and regulatory problems and her goal is to make the regulatory process for her clients easy.

Assistant Project Manager  
Urban Water Management Plan | City of American Canyon  
Served as Assistant Project Manager to complete the 2005 UWMP update for the City of American Canyon. The project involved public participation, describing water sources, reliability of water service, past, current and future water use, Demand Management Measures, developing a Water Shortage Contingency Plan and projecting supply for normal and dry years over the next 20 years for long-range planning of water supply and urban development. Service area and water demand evaluations were performed to confirm and provide guidelines to satisfy the City's need expand their potable water service area.

Project Geologist  
SB 610 Water Supply Assessment | City of Rohnert Park, CA  
Served as a Project Geologist where she completed the historical, present, and projected use of recycled water to support the quantity of water available for future developments within the City. This included describing the Santa Rosa

Subregional System Recycled Water Supply, current recycled water use sites, identifying future sites, mandatory use ordinance, and describing the Incremental Recycled Water Program that the City is involved in with Santa Rosa.

Team Leader  
2005 Urban Water Management Plan | City of Healdsburg, CA  
Serving as Team Leader to complete the 2005 UWMP update for the City of Healdsburg. The project involves public participation, describing alluvial underflow water sources from the Russian River and Dry Creek systems, reliability of water service, data gathering and interpretation for past, current and future water use, Demand Management Measures, a Water Shortage Contingency Plan and projecting supply for normal and dry years over the next 20 years for long-range planning of water supply and urban development. Her roles include overseeing the team compiling and interpreting data and regulation requirements, client communications, budget control, and team preparation and review the water document.



# Curriculum Vitae

## Project Geologist

Urban Water Management Plan (UWMP) |  
City of Cotati, Sonoma County, CA.

Serving as Project Geologist to gather supply and demand data and to assist in completing a groundwater study for the UWMP. The groundwater study was critical to the sub-basin analysis of regional groundwater use. Through experience with municipal well data, Ms. Cargay also assessed that the water data that did not appear correct and completed a field investigation where broken airlines and faulty compressor equipment were found to be giving unreliable data. She assisted in validating the data to make it useable in the Supply and Demand portion of the UMP. Ms. Cargay assisted in the interpretation of past, current and future water use as well as completing a well study to more accurately assess the current and projected private well use for the demand portion of the project. Her roles include overseeing the team compiling and interpreting data, assisting in the team preparation and review the water document.

## Project Hydrogeologist

Groundwater Supply Assessment |  
California Department of Corrections  
and Rehab (CDCR) | Chino Valley, CA  
Served as Project Hydrogeologist to complete an assessment of the groundwater quality and quantity available at twelve groundwater wells, some contaminated with solvents with treatment, high salinity with treatment and various types of wells that the facility could use for potential future development.

## Project Manager

Aquifer and Groundwater Master  
Planning | City of Sonoma, CA  
Services the City of Sonoma in a variety of ways with their groundwater needs. She currently is working on the potential purchase of a well to use as a City well, saving the City the cost of one new well, while also working on siting a new well to expand the City's system for dry year use. She has worked with the City to assess the sustainability of their wells, as well as assess water levels each year to ensure recovered groundwater levels and assisted in verifying a

groundwater depression in the basin. Ms. Cargay represents the City at Regional Groundwater Management meetings and regional Aquifer Storage and Recovery studies while reviewing draft data in these studies to assess the impact to the City in the regional reports.

Prepared the groundwater portion of their 2011 UWMP. She managed a Groundwater Master Plan for their entire system including a replacement plan for the existing seven well system, including all equipment associated with the wells, when she noted that several of their wells were 50 years old. She completed a pilot study to assess wellhead treatment for arsenic and oversaw another project to reactivate a contaminated well. She also assisted in a well assessment for their biggest well producer to upgrade the pump and monitoring equipment.

## Project Environmental Geologist

Sonoma County Airport EIR | Santa Rosa,  
CA

Prepared portions of the EIR associated with hazardous materials, geology, soils, seismicity, cultural resources and visual resources. This project involved evaluating various water storage pond locations for a Water District expanding their water storage capabilities.





## Chelsea Phlegar Environmental Planner



Qualified. M.U.R.P./2009/Urban and Regional Planning/University of Hawaii at Manoa  
Graduate Certificates/2009/Conflict Resolution and Disaster Management & Humanitarian  
Assistance/University of Hawaii at Manoa  
B.A./2007/Double major in English and Political Science/University of Hawaii at Manoa  
Connected. National and California American Planning Associations (APA), San Francisco  
Planning + Urban Research Association (SPUR)

Relevance to project. Chelsea's environmental planning experience includes CEQA and NEPA compliance, resource agency permitting, and GIS-based graphic materials. Ms. Phlegar has contributed to environmental analysis on a wide variety of projects, including water and wastewater infrastructure, marine facilities, roadways and bridges, and pedestrian facilities. Chelsea has extensive experience in securing environmental permits and approvals from various federal, State, and local Bay Area regulatory agencies including, but not limited to, the Army Corps of Engineers, National Marine Fisheries Service, Federal Aviation Administration, California Department of Fish & Wildlife, North and San Francisco Regional Water Quality Control Boards, San Francisco Bay Conservation and Development Commission, California Coastal Commission, State Lands Commission, and the San Francisco Public Utilities Commission

### Project Planner

Central Healdsburg Avenue Plan  
Programmatic EIR | Healdsburg, CA  
Ms. Phlegar serves as a project planner for the Central Healdsburg Area Plan (CHAP) programmatic EIR. The CHAP establishes a set of guiding principles and design frameworks for the development of public infrastructure and private investment in the CHAP area. Ms. Phlegar is developing the geology and soils, mineral resources, and hazards and hazardous materials evaluations, and preparing GIS graphics for this EIR.

### Project Planner

Veterans Affairs (VA) Menlo Park Near-Term Capital Improvement Plan NEPA Environmental Assessment | Menlo Park, CA  
Ms. Phlegar serves as a project planner for the VA Menlo Park Near-Term Capital Improvement Plan, which proposes to carry out several construction projects at the VA Menlo Park campus, including building demolition and construction, new roadways, and new recreation facilities. Ms. Phlegar is developing the aesthetics and land use evaluations, and preparing GIS graphics for the NEPA Environmental Assessment.

### Project Planner

San Francisco Veterans Affairs (VA) Hospital Mental Health Care and Sleep Lab Facility Project | San Francisco, CA, USA  
Ms. Phlegar served as the project planner for the VA Sleep Lab project, which consisted of the construction and operation of a new 3-story building at the San Francisco VA Medical Center campus. Ms. Phlegar prepared various sections of the NEPA Environmental Assessment, including community services, public safety and solid waste, utilities, and hydrology and water quality. Ms. Phlegar also assisted with the tribal notification process and SHPO consultation, as required by Section 106.

### Project Planner

San Francisco Veterans Affairs (VA) Hospital Parking and Emergency Response Structure Project | San Francisco, CA, USA  
Ms. Phlegar served as the project planner for the Parking and Emergency Response Structure project, which consisted of the construction and operation of a new parking structure at the San Francisco VA Medical Center Campus. Ms. Phlegar prepared various sections of the project's NEPA Environmental Assessment.

Appendix B  
**Illingworth & Rodkin**  
Team Member Resumes and Detailed Qualifications

**JAMES A. REYFF**

Mr. Reyff is a Meteorologist with expertise in the areas of air quality and acoustics. His expertise includes meteorology, air quality emissions estimation, transportation/land use air quality studies, air quality field studies, greenhouse gas studies and environmental noise studies. He is familiar with federal, state and local air quality and noise regulations and has developed effective working relationships with many regulatory agencies.

During the past 25 years, Mr. Reyff has prepared Air Quality Technical Reports for over 20 major Caltrans highway projects and conducted over 200 air quality analyses for other land use development projects. These projects included microscale analyses, calculation of project emissions (e.g., ozone precursor pollutants, fine particulate matter, diesel particulate matter, and greenhouse gases), health risk assessments, and preparation of air quality conformity determinations. Mr. Reyff has advised decisions of federal and local air quality agencies regarding impact assessment methodologies and air quality conformity issues. He has conducted air quality evaluations for specific plans and General Plan updates and advised City and County staff on these topics.

Mr. Reyff has been responsible for a variety of meteorological and air quality field investigations in support of air permitting and compliance determinations. He has conducted air quality analyses of diesel generators in support of regulatory permitting requirements and environmental compliance issues. Mr. Reyff has designed and implemented meteorological and air quality monitoring programs throughout the Western United States including Alaska. Programs include field investigations to characterize baseline levels of air toxics in rural areas, as well as regulatory air quality and meteorological monitoring. He was the Meteorologist involved in a long-term monitoring program at the Port of Oakland that evaluated meteorological conditions and fine particulate matter concentrations in neighborhoods adjacent to the Port.

Mr. Reyff has conducted over 15 major acoustical technical studies for transportation systems. He has managed several research studies for Caltrans including a noise study that evaluated long-range diffraction and reflection of traffic noise from sound walls under different meteorological conditions. Mr. Reyff has also evaluated noise from power plants, quarries and other industrial facilities. He has also been actively involved in research regarding underwater sound effects from construction on fish and marine mammals.

**PROFESSIONAL EXPERIENCE**

1995-Present	Illingworth & Rodkin, Inc.
Senior Consultant	Petaluma, California
1989-1995	Woodward-Clyde Consultants (URS)
Project Meteorologist	Oakland, California
1988-1989	Oceanroutes (Weather News)
Post Voyage Route Analyst	Sunnyvale, California

**EDUCATION**

1986	San Francisco State University
B.S.	Major: Geoscience (Meteorology)

**PROFESSIONAL SOCIETIES**

American Meteorological Society	Institute of Noise Control Engineering
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**AWARDS**

- FHWA Environmental Excellence Award – 2005
- Caltrans Excellence in Transportation, Environment - 2005

**MICHAEL S. THILL**

Mr. Thill is a senior consultant with 15 years of professional experience in the field of environmental acoustics. His expertise includes performing field research, analyzing data, and noise modeling. He has conducted numerous field surveys in a variety of acoustical environments to quantify airborne noise levels, groundborne vibration levels, and hydro-acoustic noise levels. He has also participated in DOT studies of pavement noise in California and Arizona. He has analyzed and summarized complex sets of data for inclusion into noise models. Mr. Thill has been trained in the use of FHWA's traffic noise prediction model (TNM), and is familiar with the procedures for preparing highway noise impact studies presented in Caltran's *Traffic Noise Analysis Protocol* and the *Technical Noise Supplement (TENS)*.

Mr. Thill has authored technical noise reports for various land use proposals including residential, commercial, educational, and industrial developments, and has managed the noise assessments for a number of large projects including most recently, the US 101 and SR 85 Express Lanes projects for the Santa Clara County Valley Transit Authority. He has managed the General Plan Update noise studies for several communities in the Bay Area including the Cities of San Jose, Fremont, Walnut Creek, and Santa Barbara. Mr. Thill has also led traffic noise investigations for major transportation projects including the Route 4 Bypass project and the I-680/Route 4 Interchange project in Contra Costa County, California and arterial roadway widening projects in the communities of San Jose, Oakley, and Stockton.

**PROFESSIONAL EXPERIENCE**

2009 - Present	Illingworth & Rodkin, Inc.
Principal	Petaluma, California
2005 - 2009	Illingworth & Rodkin, Inc.
Senior Consultant	Petaluma, California
1998 - 2005	Illingworth & Rodkin, Inc.
Staff Consultant	Petaluma, California

**EDUCATION**

1998	University of California at Santa Barbara
	B.S., Major: Environmental Science

**PROFESSIONAL SOCIETIES**

Institute of Noise Control Engineering  
Association of Environmental Professionals

# Illingworth & Rodkin Relevant Projects

## Fire Station No. 17 Standby Engine Generator Noise, San Jose

Denise Duffy & Associates  
Lianne Humble  
947 Cass Street, Suite 5  
Monterey, CA 93940  
(831) 373-4341  
lhumble@ddaplanning.com

Illingworth & Rodkin, Inc. (I&R) reviewed the selection and placement and assisted in specifying the required acoustical enclosures and barriers for the emergency generator proposed at San Jose Fire Station No. 17.

## Tuscany Hills Fire Station Standby Engine Generator Noise, San Jose

KB Home South Bay  
Steve Bull  
6700 Koll Center Parkway, Suite 200  
Pleasanton CA 94566  
(925) 750-1700  
sbull@kbhome.com

I&R reviewed the selection and placement and assisted in specifying the required acoustical enclosures and barriers for the emergency generator proposed for a new fire station at Tuscany Hills in San José.

## San Jose Fire Department Emergency Generator Permitting, San Jose

Client: San Jose Public Works Department , City of San Jose  
Ruben Alvarez  
801 N. First Street, Room 320  
San Jose, CA 95110  
(408) 277-4777

I&R assisted the San Jose Public Works Department with the air quality permitting for emergency power generators that were installed at fire stations throughout the City. This work included the estimation of air pollutant emissions, air dispersion modeling of diesel particulate matter (a carcinogen), assessment of potential health risk, and preparation of air quality permits. Air quality permits were prepared for submittal to both the Bay Area Air Quality Management District and the City of San Jose.

## San Jose Fire Stations #2 and #25, Emergency Diesel-Generators

Client: David J. Powers  
Reference: Judy Shanley  
1871 The Alameda, Suite 200  
San Jose, CA 95126  
(408) 248-3500  
jshanley@davidjpowers.com

### Fire Station No. 2 – Noise

I&R analyzed noise resulting from the operation of a proposed emergency diesel generator at Fire Station No. 2 located at 2933 Alum Rock Avenue in San Jose, California. The diesel generator would be located in an area surrounded by sensitive receptors, such as single-family residential land uses, a daycare and playground, and a high school. To meet applicable noise standards of the City of San Jose and the San Jose Zoning Ordinance, I&R recommended fitting the generator with a noise attenuation package and shielded by a noise barrier fitted with sound absorption panels. Noise barriers fitted with sound absorption panels were also recommended to provide additional attenuation.

### Fire Station No. 2 - Air

The City of San Jose Fire Department proposed to demolish an existing single-story fire station and replace it with a new fire station facility. The fire station is located at 2933 Alum Rock Avenue in San Jose and is adjacent to James Lick High School and Pala Elementary School. A new 200-kilowatt (kW) standby generator is proposed for use at the fire station and used for backup power in emergency conditions. The generator will be driven by a 325 horsepower (hp) diesel-fueled engine. I&R conducted estimates of the criteria pollutants and DPM emitted during operation of the engine, evaluation of BAAQMD emission thresholds for BACT and offset requirements, and evaluation of potential health risks to the surrounding community from emissions of diesel particulate matter during operation of the engine. I&R concluded that installation of the proposed 200-kW standby generator would not result in any significant air quality or health risk impacts and would comply with the BAAQMD and CARB requirements for diesel-fueled engines.





Fire Station No. 2: Looking west toward existing kitchen of Fire Station 2 and gas tank



Fire Station No. 2: Day care center east of Fire Station 2, 54 ft. from proposed generator to the existing playground of day care facility.

## Fire Station No. 25 – Noise

I&R analyzed noise resulting from the operation of a proposed emergency diesel generator at Fire Station No. 25 located along Wilson Way in San Jose, California. The diesel generator would be located east of the fire station and bordered by noise sensitive residential land uses, open space and proposed office uses, as well as an elementary school. To meet applicable noise standards, I&R recommended fitting the generator with a noise attenuation package and shielded by a noise barrier fitted with sound absorption panels.

## Fire Station 25 - Air

The City of San Jose Fire Department is proposing to develop a new fire station (Fire Station No. 25) on a 2.62-acre site southeast of Grand Boulevard and northeast of Wilson Way in San Jose, California. The fire station will be approximately 500 feet from the George Mayne Elementary School. A new 125-kilowatt (kW) standby generator will be installed at the fire station and used for backup power in emergency conditions. The generator will be driven by a 198 horsepower (hp) diesel-fueled engine. I&R concluded that Installation of the proposed 125-kW standby generator at Fire Station No. 25 would not result in any significant air quality or health risk impacts and would comply with the BAAQMD and CARB requirements for diesel-fueled engines.



Fire Station 25: Looking from corner of Grand and Wilson.



Appendix C  
**Interactive Resources**  
Team Member Resumes and Detailed Qualifications

# Interactive Resources Relevant Projects

## Novato City Administrative Offices IS/Proposed Mitigated Negative Declaration, Novato

### Reference:

Steven Marshall, Senior Planner, City of Novato  
Address: 75 Rowland Way, Room 200, Novato, CA 94945  
Phone Number: (415) 899-8942  
Email: [smarshall@novato.org](mailto:smarshall@novato.org)

### Services Provided:

Interactive Resource provided historical preservation consulting services to GHD Consulting Engineers for the City of Novato Administrative Offices Initial Study project. The City of Novato planned to construct a new City Administrative Office Building inclusive of a parking garage within the City's Historic (H) Overlay Zoning District and near several structures contributing to a potential historic district. Therefore the Initial Study/Proposed Mitigated Negative Declaration required a historic resource technical study for the environmental review in order to determine if the project had any impacts on the surrounding historic district.

Date Completed: February 2012



## Central Middle School/Bridge School Project EIR

### Reference:

Robert Porter, Chief Operations Officer  
Address: 826 Chestnut Street, San Carlos, CA 94070  
Phone Number: (650) 508-7333  
Email: [rporter@scsdk8.org](mailto:rporter@scsdk8.org)

### Services Provided:

The San Carlos School District is planning to undertake a project at the Central Middle School site on Chestnut Avenue that would involve selective demolition, rehabilitation of selected existing building, and new construction. Interactive Resources prepared a historic resource evaluation of the buildings on the middle school campus and prepared the historical resources component of the cultural resources section of the EIR. The historic resource evaluation provided a historical evaluation of the property through an analysis of its buildings and site, its history and its historical associations in order to determine if the property appears to be a historic resource as defined by the National Register of Historic Places, the California Register of Historic Resources, and/or the City of San Carlos. The results of the evaluation served as the basis for the findings issued in the cultural resources section of the EIR.

Date Completed: The DEIR was issued for review on November 25, 2013.



# Interactive Resources Relevant Projects

## Coddington Target Store Initial Study/Proposed Mitigated Negative Declaration

### Reference:

William Rose, Senior Planner

Address: 100 Santa Rosa Ave., Santa Rosa, CA 95404

Phone Number: (707) 543-3253

Email: WRose@srcity.org

### Services Provided:

The Simon Property Group is planning to construct a new building at the Coddington Mall site just west of U.S. Highway 101 that would involve the demolition of an existing building, the renovation of two entrances, and new construction. Interactive Resources prepared a historic resource evaluation of Coddington Mall and its site to serve as the basis of findings in the cultural resources section of the EIR. The historic resource evaluation provided a historical evaluation of the property through an analysis of its buildings and site, its history and its historical associations in order to determine if the property appears to be a historic resource as defined by the National Register of Historic Places, the California Register of Historic Resources, and/or the City of Santa Rosa.

Date Completed: December 2013





**Kimberly J. Butt, AIA**

**Preservation Architect  
Architectural Historian**

**Education**

- Master of Science, Architecture, with an emphasis in Architectural History, University of California, Berkeley, 2006
- Bachelor of Architecture, Cum Laude, University of Arkansas, Fayetteville, 2000
- Perkins Associates, Pt. Richmond, CA, Landscape Architecture and Planning, Cooperative Education Intern, 1999-2000
- Urban Studies Programs in Rome, Italy and Mexico

**Professional Experience**

- Interactive Resources, Served as a Preservation Architect and Architectural Historian, 2006-Present
- University of California, Berkeley, Served as a Research Assistant, 2004-2005
- Carey & Co. Inc, Served as a Preservation Specialist, 2001-2004

**Professional/Civic Associations**

- Historic Preservation Advisory Committee, Richmond, CA
- American Institute of Architects
- Society of Architectural Historians

**Certification**

- Licensed Architect, California #30301

**Summary**

Ms. Butt has more than 14 years of professional experience in architecture. Her experience includes: design for historic building rehabilitations, re-use design, existing condition surveys, architectural surveys, historic research, historic resource evaluations, context statements, historic structures reports, National Register nominations, Historic American Building Survey documentation, Section 106 consultations, and tax credit applications. Additionally, Ms. Butt is an expert in historic resource analysis and review for CEQA and NEPA compliance. She is also a skilled writer, drafter, and renderer.

**Ms. Butt meets the Secretary of the Interior's qualification standards for professionals in architectural history and historic architecture as published in the Code of Federal Regulations, 36 CFR Part 61.**

**Representative Project Experience**

As a preservation architect and architectural historian, Kimberly Butt managed or participated in the following projects:

**Arroyo Campus Development EIR, Historic Resource Evaluation and Historical Resources Component, San Carlos**

**Healdsburg Avenue Texaco, Historic Resource Evaluation, Healdsburg**

**Margarita Avenue Project Secretary of the Interior's Standards Compliance Report, San Rafael**

**1317 Shattuck Avenue Mill Act Application, Berkeley**

**Fourth and Hearst Historical Assessment Report and Historical Consultation, Berkeley**

**Suisun-Fairfield Train Depot Renovation Project, Suisun**

**Point Richmond Gateway Relocation and Rehabilitation, Santa Fe Historic Reading Room, Point Richmond**

**Ferry Point Building Development Study, East Bay Regional Park District, Richmond**

**Proposed Target Store at Coddington Mall, Historic Resource Evaluation/Initial Study, Santa Rosa**

**Novato City Hall Historic Resource Evaluations, Relocation and Rehabilitation, Novato**

**Realm Charter High School Campus, Historical Resource Evaluation and Initial Study Cultural Resources Component, Berkeley Unified School District, Berkeley**

**Central Healdsburg Avenue Plan, EIR, Cultural Resources Component and Historic Resource Survey, Healdsburg**

**Petaluma Boulevard South Road Diet Historic Property Survey Report, Petaluma**

**North 40 Historic Resource Technical Report, Los Gatos**

**Japanese American Farming in the Santa Clara Valley Historic Context Statement, Los Gatos**

**Yountville Recycled Water Expansion Project, Historic Resource Evaluation and DPR Forms, Yountville**

**City Administrative Offices, Historic Resource Technical Study/Initial Study, Novato**

**Crockett Memorial Hall National Register Nomination, Crockett**

**Crockett Memorial Hall, Historic Resource Evaluation and Building Rehabilitation, Crockett**

**Portola Junior High School Historic Building Documentation, El Cerrito**

**Nystrom Elementary School Exterior Envelope Analysis, Richmond**

**South San Francisco Unified School District, Historic Resource Evaluations for Two Elementary Schools, South San Francisco**

**Sonoma County Courthouse Historic Building Evaluation, Fairfield**

**801 State Access Road, Historic Resource Technical Study/Initial Study, Hamilton Army Air Field, Novato**

**700 Court Street, Section 106 Consultation, Martinez**

**1901 Church Lane, Historic Resource Evaluation/NEPA Evaluation, San Pablo**

**1365 Summit Road, Historic Building Evaluation, Berkeley**

**Scenic Avenue Residence Rehabilitation, Point Richmond**

**E. J. Phair Brewery Building Rehabilitation, Pittsburg**

**Kuser House, Historic Rehabilitation Consultation, 825 DeLong Ave., Novato**

**50 UN Plaza Program Development Study, San Francisco**

**New Welcome Center Section 106 Consultation and Impact Study, San Francisco Veterans Affairs Medical Center, San Francisco**

**Project Impact Study 737 22<sup>nd</sup> St., Dogpatch Historic District, San Francisco**

**Building 20, Section 106 Consultation and MOA Development, San Francisco Veterans Affairs Medical Center, San Francisco**

**New Child Care Facility Section 106 Consultation, San Francisco Veterans Affairs Medical Center, San Francisco**

**Sonoma County Courthouse and Parking Garage Historic Resource Evaluation, Fairfield**

**Mental Health Care and Sleep Lab Facility Historical Impacts Study and Section 106 Consultation, San Francisco Veterans Affairs Medical Center, San Francisco**

**Former Dining Hall Historic Resource Evaluation, The Branson School, Ross**

**Alta Bates Summit Medical Center Historic Properties Existing Conditions Report, Oakland**

**Parking and Emergency Response Structure, Section 106 Consultation, SFBVAMC**

**North Slope Stabilization Project Section 106 Consultation, San Francisco Veterans Affairs Medical Center, San Francisco**

**Rosie the Riveter National Historic Park, Various Projects, Richmond**

**199 Park Place Secretary of the Interior's Standards Compliance Report, Richmond**

**Project Experience at the University of California Berkeley**

Ms. Butt Master's Thesis, *From Scattered Remnants to National Park: Rosie the Riveter/World War II Home Front National Historical*

**Park** focused on the creation of a National Historical Park within the boundaries of a developed urban area, focusing on the "recent past," and on methods of tying together historic resources within a disparate landscape.

**Selected Project Experience at Carey & Co. Inc.**

As a preservation specialist, Ms. Butt worked on the following projects:

- Berkeley City Club, Historic Structures Report, Berkeley
- Atchison Village National Register of Historic Places Nomination, Richmond
- Maritime and Ruth Powers Daycare Centers, Building Evaluation and Measured Drawings, Richmond
- San Quentin, Building 22, Historic Structures Report and Rehabilitation, San Quentin
- Petaluma Specific Plan and EIR, Cultural Resource Survey, Petaluma
- UCSF, Parnassus Campus, Historic Buildings Evaluation, San Francisco
- Point Cabrillo Lighthouse, Historic Structures Report, Schematic Design and Rehabilitation, Mendocino
- La Placita Block, El Pueblo de Los Angeles State Historic Park Historic Building Evaluations, Los Angeles
- The Presidio Buildings 640 and 641 Historic Structures Report, San Francisco
- Golden Gate Park Equestrian Stables Historic Building Evaluation, San Francisco
- Geneva Office Building Reuse Study and Rehabilitation, San Francisco
- Palace of Fine Arts, Roof Rehabilitation and Conditions Evaluation, San Francisco
- Point Potrero Marine Terminal, Design Review Submittal
- Palace of Fine Arts, Restoration and Roofing Study, San Francisco
- 951 Pacific, Historic Resource Evaluation, Alameda

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## **PUBLIC WORKS DEPARTMENT**

**Council Meeting Date: May 6, 2014  
Staff Report #: 14-072**

**Agenda Item #: D-5**

**CONSENT CALENDAR:**            **Authorize the Public Works Director to Accept the Work Performed by Del Conte's Landscaping, Inc. for the Santa Cruz Avenue Irrigation Replacement Project**

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### **RECOMMENDATION**

Staff recommends authorizing the Public Works Director to accept the work performed by Del Conte's Landscaping, Inc. for the Santa Cruz Avenue Irrigation Replacement Project.

### **BACKGROUND**

On April 16, 2013, the City Council awarded a contract for the Santa Cruz Avenue Irrigation Replacement Project to Del Conte's Landscaping, Inc. The project consisted of installing an automatic irrigation system, plants and ground covers in the sidewalk planter areas along Santa Cruz Avenue between El Camino Real and University Drive. The project also included the purchase and installation of downtown benches, solid waste and recycling bins within the limits of the project and on Merrill Street next to the Caltrain Station.

Staff and the Contractor have worked closely with the business owners to minimize disturbance throughout the construction process. The project received many compliments from the local businesses and Santa Cruz Avenue is much improved.

### **ANALYSIS**

The work for the Santa Cruz Avenue Irrigation Replacement Project has been completed in accordance with the plans and specifications. A notice of completion will be filed accordingly. The project was completed within the approved project budget.

Contractor:            Del Conte's Landscaping, Inc.  
                              41900 Boscell Rd.  
                              Fremont, CA 94538

## IMPACT ON CITY RESOURCES

### Construction Contract Budget

Construction Contract	\$ 610,000
Downtown Benches, Solid Waste and Recycling Bins	<u>250,000</u>
<b>Total Construction Budget</b>	<b>\$ 860,000</b>

### Construction Expenditures

Construction Contract	\$ 336,722
Change Orders	\$ 115,583
Downtown Benches, Solid Waste and Recycling Bins	<u>218,049</u>
<b>Total Project Cost</b>	<b>\$ 670,354</b>

## POLICY ISSUES

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

## ENVIRONMENTAL REVIEW

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

## PUBLIC NOTICE

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

## ATTACHMENTS

None

Report prepared by:  
*Rene Punsalan*  
*Associate Civil Engineer*

*Fernando Bravo*  
*Engineering Services Manger*





## PUBLIC WORKS DEPARTMENT

Council Meeting Date: May 6, 2014  
Staff Report #: 14-075

Agenda Item #: D-6

### CONSENT CALENDAR:

**Adopt a Resolution Authorizing the Installation of 2-Hour Parking Restrictions Between 10:00 A.M. and 4:00 P.M., Mondays to Fridays, Holidays Excepted, on the Segment of San Mateo Drive, Both Sides, between the Bike Bridge and Northern Bay Laurel Drive**

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### RECOMMENDATION

Staff recommends that the City Council adopt a resolution (Attachment A) authorizing the installation of 2-hour parking restrictions between 10:00 A.M. and 4:00 P.M., Mondays to Fridays, Holidays excepted, on the segment of San Mateo Drive, both sides, between the Bike Bridge and Northern Bay Laurel Drive in accordance with Attachment B.

### BACKGROUND

San Mateo Drive, between Middle Avenue and the San Mateo Drive Bike Bridge, is a residential roadway, approximately 20 feet in width, with no centerline striping and mostly unpaved shoulders. No speed limit signs are posted on this segment of San Mateo Drive but its prima facie speed is 25 mph. On-street parking is allowed on each side of San Mateo Drive. A significant number of bicyclists were observed on this roadway going to or coming from the Bike Bridge.

### ANALYSIS

The City received a letter dated September 30, 2013 from the residents at 60 to 270 San Mateo Drive requesting the following:

- Two-Hour Limited Parking on San Mateo Drive, Monday – Friday, 9 am – 4 pm
- Residential Parking Permits for residents and their guests

The letter cited the following reason for the residents' request for limited on-street parking restriction on San Mateo Drive:

- Stanford employees parking on San Mateo Drive all day have increased to the point to be "bothersome to the residents and creates a hazard on the already narrow street."

At the Transportation Commission Meeting of December 11, 2013, after consideration of the residents' request and based on field observations, staff recommended the following for the Commission's consideration:

- Two-hour limited parking, Monday- Friday, 9 am – 6 pm, on San Mateo Drive between Middle Avenue and the San Mateo Drive Bike Bridge and on Bay Laurel Drive, between Arbor Road and San Mateo Drive and between San Mateo Drive and Hermosa Way.
- Extending the limited on-street parking to include Bay Laurel Drive will discourage the parkers to move to Bay Laurel Drive. Extending the restriction by additional two hours to 6 pm will make parking enforcement here in line with the parking enforcement hours throughout most of the City.

Since either the two-hour limited parking restriction or daytime parking permit could address the parking issues that the San Mateo Drive residents pointed out in their letter, staff did not recommend both parking restrictions and permits as requested by the residents. Establishing daytime parking permits on residential streets typically requires multiple steps by residents including paying a fee and obtaining special permits. Staff recommended the timed parking restriction over the daytime parking permit since it would be easier to implement in a shorter period of time.

The Transportation Commission passed a motion, 4-1, with one commissioner dissenting and two commissioners absent, for staff to install temporary signs for 2-hour parking between 10 am and 4 pm, Monday through Friday, Holidays Excepted, on first block of San Mateo Drive, both sides, between the bike bridge and Bay Laurel Drive, beginning in January, 2014 when school re-started for a period of 4 weeks, at which time staff would assess the results and bring it to the Commission for discussion. Staff complied with the Commission's motion to conduct this trial 2-hour parking restriction and installed the temporary signs on San Mateo Drive between the Bike Bridge and southern Bay Laurel Drive on the second week of January, 2014.

On February 12, 2014, staff brought this item back to the Transportation Commission but indicated to the Commission that due to the perfunctory 30-day wait period prior to police issuing citations to violators, the results of the impacts of the temporary 2-hour parking restriction were inadequate for evaluation. Consequently, the commission unanimously passed a motion: 1) to continue with the temporary measures that are now in place on San Mateo Drive and expand the 2-hour parking restriction on San Mateo Drive to the northern Bay Laurel Drive; 2) for staff to evaluate the citation data and

decide whether to further expand the temporary signs as staff deems appropriate on Bay Laurel Drive up to Arbor Road and up to Hermosa Way; and 3) for staff to send visual notification of the parking restrictions to residents of Bay Laurel Drive when bringing the re-evaluation back to the Commission. Subsequently, staff installed new temporary 2-hour parking restrictions on the segment of San Mateo Drive between the southern Bay Laurel Drive and northern Bay Laurel Drive. Staff also requested police to continue enforcement of the parking restrictions on the segment of San Mateo Drive between the Bike Bridge and southern Bay Laurel Drive and commence enforcement on the segment of San Mateo Drive between the two Bay Laurel Drives after the 30-day wait period.

At the April 9, 2014 Transportation Commission meeting, staff presented its findings of the parking restrictions on San Mateo Drive to the Commission as follows:

- Since the installation of the temporary parking restriction signs on San Mateo Drive in January, 2014, only one parking citation has been issued.
- Staff has not received any complaints from residents of adjacent streets about parking spillover and consequently, did not find it necessary to expand the parking restrictions to San Mateo Drive, north of the northern Bay Laurel Drive, and across Bay Laurel Drive.

In consideration of the hardship that the 2-hour parking restrictions could have on the residents, if made permanent, because of no residential permit parking, staff recommended to the Commission to leave the on-street parking as-is with no restrictions, continue to work with Stanford University for its employees not to park on San Mateo Drive, and to bring out the temporary 2-hour parking restriction signs as staff deems necessary. However, staff also indicated that it would be willing to work with the residents on what they think would be appropriate for their street. Three San Mateo Drive residents spoke before the Commission and indicated that the temporary 2-hour parking restrictions have proven to be effective in addressing their issues and wanted these signs to be made permanent. Subsequently, the Commission passed a motion, 4-1, with one commissioner dissenting, to recommend to the City Council to make the 2-hour parking restrictions between 10:00 A.M. and 4:00 P.M., Mondays to Fridays, Holidays excepted, on the segment of San Mateo Drive, both sides, between the Bike Bridge and Northern Bay Laurel Drive.

Staff concurred with the final Transportation Commission recommendation to make the 2-hour parking restrictions permanent for the following reasons:

- Since their installation, the temporary 2-hour parking restriction signs appear to have been effective in eliminating the all-day employee parking based on staff's field observations as well as residents' input.

- Because of their desire to make the signs permanent, the residents appear to have accepted the two-hour parking restrictions even though this could potentially affect their parking needs and those of their guests.

For its outreach effort, staff mailed out the meeting notification flyers to residents in the affected area prior to every Transportation Commission meeting where this issue was discussed and considered.

## **IMPACT ON CITY RESOURCES**

Staff will work with the residents on the number of signs and posts that will be installed and its locations. Sufficient funds are available in the operating budget designation for the City's signing and striping program for the installation of these signs and posts.

## **POLICY ISSUES**

The installation of the two-hour parking restriction signs and posts on San Mateo Drive is consistent with several policies in the 1994 City General Plan Circulation and Transportation Element, which seeks to maintain a circulation system using the Roadway Classification System that will provide for a safe and efficient movement of people and goods throughout Menlo Park for residential and commercial purposes.

## **ENVIRONMENTAL REVIEW**

The installation of the two-hour parking restriction signs and posts on San Mateo Drive is categorically exempt under Class I of the current State of California Environmental Quality Act Guidelines. Class 1 allows for minor alterations of existing facilities, including existing highways and streets, sidewalks, gutters, bicycle and pedestrian access, and similar facilities as long as there is negligible or no expansion of use.

## **PUBLIC NOTICE**

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

## **ATTACHMENTS**

- A. Resolution
- B. Layout of San Mateo Drive Showing Proposed On-Street Parking Restrictions

Report prepared by:  
*René Baile*  
*Transportation Engineer*

*Jesse T. Quirion*  
*Transportation Manager*

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
AUTHORIZING THE INSTALLATION OF 2-HOUR PARKING RESTRICTIONS  
BETWEEN 10:00 A.M. AND 4:00 P.M., MONDAYS TO FRIDAYS, HOLIDAYS  
EXCEPTED, ON THE SEGMENT OF SAN MATEO DRIVE, BOTH SIDES,  
BETWEEN THE BIKE BRIDGE AND NORTHERN BAY LAUREL DRIVE**

WHEREAS, in a letter to the City of Menlo Park dated September 30, 2013, the residents at 60 to 270 San Mateo Drive, due to Stanford employee all-day parking creating a hazard to their already narrow street, requested for two-hour limited parking on San Mateo Drive, Monday-Friday, 9 A.M. to 4:00 P.M. and for residential parking permits for residents and their guests; and

WHEREAS, several Transportation Commission meetings were held to discuss and consider the residents' request and public outreach efforts by staff included mailing neighborhood flyers to affected neighborhood areas prior to every meeting; and

WHEREAS, the City of Menlo Park installed temporary 2-hour restriction signs on the segment of San Mateo Drive, both sides, between the Bike Bridge and northern Bay Laurel so that staff could evaluate the impacts of these parking restrictions including the citation data and parking spillover to adjacent streets with no parking restrictions; and

WHEREAS, at the Transportation Commission meeting of April 9, 2014, the San Mateo Drive residents in attendance indicated that the temporary signs have been very effective and wanted to make them permanent and subsequently, the Transportation Commission, passed a motion to make these temporary signs permanent; and

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

NOW, THEREFORE, BE IT RESOLVED, the City Council of Menlo Park does hereby authorize the installation of 2-hour parking restrictions between 10:00 a.m. and 4:00 p.m., Mondays to Fridays, Holidays excepted, on the segment of San Mateo Drive, both sides, between the Bike Bridge and northern Bay Laurel Drive.

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 sixth day of May, 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 sixth day of May, 2014.

\_\_\_\_\_  
Pamela Aguilar, City Clerk



# LAYOUT OF PROPOSED ON-STREET PARKING RESTRICTIONS ON SAN MATEO DRIVE AND BAY LAUREL DRIVE



2-Hour Limited On-Street Parking Restriction  
between 10 A.M. and 6:00 P.M. , Monday to Friday,  
Holidays Excepted



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

Tuesday, April 29, 2014  
6:00 P.M.

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

Mayor Mueller called the Closed Session to order at 6:07 p.m. Councilmember Keith was absent.

**6:00 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 §54946.8 to meet with real property negotiators, City Attorney Bill McClure, City Manager Alex McIntyre, and Assistant City Manager Starla Jerome-Robinson regarding potential sale of real property commonly known as 1467 Chilco Street, Menlo Park, to the Menlo Park Fire Protection District, including but not limited to instructions regarding sales price and other terms of sale

**CL2.** 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**

Mayor Mueller called the Regular Session to order at 7:12 p.m. with all members present.

Mayor Mueller led the pledge of allegiance.

At this time, Mayor Mueller called Agenda Items A1 through A3 out of order.

**A1.** Proclamation honoring the Menlo Park Farmer's Market ([proclamation](#))([presentation](#))  
Founder Margaret Carney and members of the Live Oaks Lions Club accepted the proclamation. Mayor Mueller also acknowledged the recent passing of Frank Carney and asked the audience to stand to express appreciation for the contributions of Mr. Carney.

**A2.** Presentation of Environmental Quality Awards ([presentation](#))  
EQC Commissioner Deborah Martin gave a brief presentation. On behalf of the commission, Mayor Mueller presented the following awards:

- Climate Action Winner - Tom Arnold, CEO and Founder of Gridium
- Sustainable Lifestyle Winner - Carolee Hazard, Menlo Park resident (not present)

**A3.** Presentation of New City Website Reveal  
Assistant to the City Manager Clay Curtin presented an orientation of the new City website and responded to Council questions.

**ANNOUNCEMENTS** – None



## REPORT FROM CLOSED SESSION

There was no reportable action from the Closed Session held earlier this evening.

## SS. STUDY SESSION

### SS1. Review of the Downtown Parking Program ([presentation](#))

Transportation Manager Jesse Quirion made a presentation. Bill Hurrell, Vice President of CDM Smith, assisted with the presentation in regards to benchmarking to other communities.

Staff and Mr. Hurrell responded to Council questions and discussion ensued regarding signage and parking enforcement.

#### Public Comment:

- Penelope Huang spoke regarding the need for an employee parking, perhaps requiring a parking structure
- Fran Dehn, Menlo Park Chamber of Commerce, spoke regarding the need to create a welcoming retail experience

### SS2. Discuss participation in Alameda County Regional Renewable Energy Procurement (R-REP) Project that could potentially provide solar power (Photovoltaic Panels) to five city facilities, and provide general direction on financing, review process, and installation of solar carports ([Staff report #14-066](#))([presentation](#))

Environmental Programs Manager Rebecca Fotu made a presentation.

There was consensus among Council to participate in the Alameda County R-REP Project.

## A. PRESENTATIONS AND PROCLAMATIONS

### A1. Proclamation honoring the Menlo Park Farmer's Market

This item was called earlier in the meeting.

### A2. Presentation of Environmental Quality Awards

This item was called earlier in the meeting.

### A3. Presentation of New City Website Reveal

This item was called earlier in the meeting.

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

### B1. Library Commission quarterly report on the status of their 2 Year Work Plan

Library Commission Chair Jacqueline Cebrian reported on the following commission activities: researching meeting spaces, creating library focus groups, and promoting e-services

### B2. Consider applicants for appointment to fill two vacancies on the Planning Commission, two vacancies on the Parks and Recreation Commission, and one vacancy on the Housing Commission ([Staff report #14-062](#))

**ACTION:** Councilmember Keith nominated Andrew Combs, Councilmember Cline nominated Ben Eiref, Mayor Mueller nominated Michael Meyer, and Councilmember Ohtaki nominated Elizabeth Youngblood for the Planning Commission.

**ACTION:** With a majority of votes, Ben Eiref (unanimous) and Andrew Combs (Mueller, Carlton, Keith) were appointed to the Planning Commission, each to four-year terms expiring April 2018.



**ACTION:** Mayor Pro Tem Carlton nominated Thomas Stanwood and Councilmember Cline nominated Elidia Tafoya for the Parks and Recreation Commission.

**ACTION:** By acclamation Thomas Stanwood and Elidia Tafoya are appointed to the Parks and Recreation Commission, each to four-year terms expiring April 2018.

**ACTION:** Because Housing Commission incumbent Sally Cadigan is seeking reappointment and there are no other applicants, by acclamation Ms. Cadigan is reappointed to the Housing Commission for a four-year term expiring April 2018.

**B3.** Provide information from Bicycle and Transportation Commissions about a potential commission merger

Bicycle Commission Chair Greg Klingsporn and Transportation Commission Chair Bianca Walser presented information.

Public/Commissioner Comment:

- Philip Mazzara, Transportation Commissioner, spoke against a merger
- Penelope Huang, Transportation Commissioner, spoke against a merger
- Maurice Shiu, Transportation Commissioner, spoke in favor of a merger and for a Complete Streets Commission
- Adina Levin, Transportation Commissioner, spoke in favor of a merger and for a Complete Streets Commission
- Michael Meyer, Transportation Commissioner, spoke in favor of a merger and for a Complete Streets Commission

A majority of the Council were in favor of the Commissions remaining separate and provided direction to staff. The City Clerk was directed to proceed with appointments to both the Bicycle Commission and Transportation Commission.

**C. PUBLIC COMMENT #1**

- Commissioners Robert Bernardo and Jim Tucker, San Mateo County Harbor District, shared information regarding activities and accomplishments of the District
- Mary Kuechler spoke against the proposed well at Sharon Heights Golf Club
- Elizabeth Houck expressed concern regarding spraying of Round-Up in the city
- Steve Schmidt spoke regarding rodent and plant issues and asked city staff to stop using pesticides. He also spoke against the proposed well at Sharon Heights Golf Club.

**D. CONSENT CALENDAR**

**D1.** Waive the reading and adopt **Ordinance 1002** amending the zoning ordinance to include housing element implementation programs related to an emergency shelter for the homeless overlay, definitions pertaining to transitional and supportive housing and residential care facilities, and procedures for reasonable accommodation ([Staff report #14-061](#))

**D2.** Consider removal of on-street parking for new SamTrans bus stops ([Staff report #14-064](#))

**D3.** Accept minutes for the Council meetings of April 1, 2014 and April 22, 2014 ([Attachment](#))

**ACTION:** Motion and second (Cline/Keith) to approve all items on the Consent Calendar passes unanimously.

## E. PUBLIC HEARINGS

- E1.** Adopt a resolution amending the City's Master Fee Schedule to incorporate proposed changes in fees to become effective immediately, July 1, 2014, or as required by statute for the following departments: Community Services and the Menlo Park Municipal Water District ([Staff report #14-060](#))  
Council waived hearing a staff presentation.

Mayor Mueller opened the Public Hearing. There was no public comment.

**ACTION:** Motion and second (Cline/Keith) to close the Public Hearing passes unanimously.

**ACTION:** Motion and second (Keith/Cline) to adopt **Resolution 6193** amending the City's Master Fee Schedule to incorporate proposed changes in fees to become effective immediately, July 1, 2014, or as required by statute for the following departments: Community Services and the Menlo Park Municipal Water District passes unanimously.

**ACTION:** Motion and second (Cline/Ohtaki) to re-open the Public Hearing in respect to Community Development fees and continue the Public Hearing on the Community Development portion of the Master Fee Schedule to the May 13, 2014 Council meeting passes unanimously.

## F. REGULAR BUSINESS

- F1.** Adopt a resolution authorizing the City of Menlo Park to become a member of the Western Riverside Council of Governments Joint Powers Authority and consenting to the inclusion of properties within the City of Menlo Park in the California HERO Program provided through WRCOG for financing of renewable energy and energy and water efficiency improvements ([Staff report #14-065](#))([presentation](#))  
Council waived hearing a staff presentation. John Law of Renovate America was present.

Staff and Mr. Law responded to Council questions, and discussion ensued regarding homeowner education regarding the program.

### Public Comment:

- John Law, Renovate America, spoke in support of Menlo Park becoming a member of the JPA and being included in the HERO Program.
- Elizabeth Houck expressed concern regarding staff time that will be spent on this program

**ACTION:** Motion and second (Cline/Keith) to adopt **Resolution 6194** authorizing the City of Menlo Park to become a member of the Western Riverside Council of Governments Joint Powers Authority and consenting to the inclusion of properties within the City of Menlo Park in the California HERO Program provided through WRCOG for financing of renewable energy and energy and water efficiency improvements with Councilmember Ohtaki's friendly amendment (Carlton seconds) to include adequate disclaimers and references in the City's program marketing materials passes unanimously.

- F2.** Consider and introduce ordinances to amend Chapter 16.79 (secondary dwelling units), Section 16.68.030 related to accessory buildings and accessory structures, and associated sections of Title 16 (Zoning) pertaining to secondary dwelling units and accessory structures and accessory buildings ([Staff report #14-067](#))([presentation](#))  
Council waived hearing a staff presentation.

Public Comment:

- Harry Bims spoke regarding parking and driveways ([handout](#))
- Sheryl Bims spoke regarding the negative impacts of secondary dwelling units on the Belle Haven neighborhood and parking issues
- Rose Bickerstaff spoke in support of the previous speakers regarding parking issues on private lots

**ACTION:** Motion and second (Cline/Ohtaki) to introduce ordinances to amend Chapter 16.79 (Secondary Dwelling Units), Section 16.68.030 related to accessory buildings and accessory structures, and associated sections of Title 16 (Zoning) pertaining to secondary dwelling units and accessory structures and accessory buildings passes 4-1 (Mueller dissents)

**G. CITY MANAGER'S REPORT – None**

**H. WRITTEN COMMUNICATION – None**

**I. INFORMATIONAL ITEMS – None**

**J. COUNCILMEMBER REPORTS**

Councilmember Ohtaki asked staff to schedule an update in June regarding the right-turn at El Camino Real and Ravenswood. He also reported that ABAG is willing to make a presentation at a future meeting regarding

**J1.** Resident request to agendize well in Nealon Park to be considered in Water Program presentation scheduled for the June 3, 2014 City Council meeting

There was consensus by Council to add this item to the June 3<sup>rd</sup> Council meeting.

**J2.** Resident request to agendize prohibition of Round Up at City Parks presently under review by the Environmental Quality Commission

There was consensus by Council to add this item to a future meeting date to be determined.

**K. PUBLIC COMMENT #2**

- Elizabeth Houck expressed concern regarding Item J1 being placed on the agenda with the Water Program presentation.

**L. ADJOURNMENT** at 12:48 a.m. on April 30, 2014.

Pamela Aguilar  
City Clerk

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## COMMUNITY DEVELOPMENT DEPARTMENT

Council Meeting Date: May 6, 2014  
Staff Report #: 14-073

Agenda Item #: E-1

**PUBLIC HEARING:** Consider an Appeal of the Planning Commission's Decision to Approve a Use Permit for a New Two-Story, Single-Family Residence on a Substandard Lot at 772 Harvard Avenue

### RECOMMENDATION

The City Council should consider the merits of an appeal of the Planning Commission's approval of a use permit to demolish a one-and-a-half-story, single family residence and construct a new two-story, single-family residence on a substandard lot. The Commission's use permit action included approval of a request for excavation into the required corner side setback for egress associated with a basement. Staff recommends that the City Council deny the appeal and uphold the Planning Commission's action to approve the use permit. The recommended findings, actions, and conditions of approval for the use permit are provided in Attachment A.

### BACKGROUND

#### Site Location

The project site is located within the Allied Arts neighborhood at 772 Harvard Avenue between Cornell Road, which lies to the south of project site, and El Camino Real, which lies to the north of the site. The project site is zoned R-1-U (Single Family Urban Residential) and is currently developed with a one-and-a-half-story single family residence on a corner lot. A location map is included as Attachment B.

The parcels to the south of the project site along Harvard Avenue are also zoned R-1-U and are primarily occupied by one-story single-family residences. The parcels to the north of the site along Harvard Avenue are zoned R-2 (Low Density Apartment) and are occupied by a mix of single family residences and duplexes, varying between one and two stories. Parcels to the west and east along Cornell Road are zoned R-2 and R-1-U respectively and are primarily occupied by one-and-two-story single-family residences.

## Project Description

The applicant is proposing to demolish the existing one-and-a-half-story, single-family residence and construct a two-story, single-family residence with a basement on the 7,184-square-foot project site. The proposed project would comply with all Zoning Ordinance requirements of the R-1-U zoning district, as discussed below. However, due to the fact that the lot is substandard with regard to required lot depth, and includes excavation in the corner side yard setback for construction of a light well, the proposed project requires approval of a use permit.

The new residence would have a total floor area limit (FAL) of 2,773 square feet, inclusive of a new 431 square foot two-car garage, where the maximum permissible is 2,846 square feet. As specified by the Zoning Ordinance, the basement would be exempt from the floor area limit calculation. The proposed building coverage would be approximately 30 percent, where 35 percent is the maximum permissible. The maximum height of the residence would be 23 feet, below the maximum permissible height of 28 feet, and the proposed structure would adhere to the daylight plane requirements. The proposed residence would comply with front, side and rear yard setback requirements; however, the proposed light well on the left corner side of the proposed residence would require excavation into the corner side yard setback, as discussed in more detail in the Excavation section of this report. The project description letter provided by the applicant (Attachment C) discusses the proposal in more detail. The proposed project plans presented to the Planning Commission are provided in Attachment D.

## Design and Materials

The proposed residence utilizes a Mediterranean design with stucco walls, large wood-framed windows, and a clay mission tile roof with a stepped wooden fascia. The proposed second story would be positioned to minimize the massing of the structure, and reduce impacts to existing heritage-size oak trees. The second story would be stepped back approximately 27 feet from the front façade (approximately 50 feet from the front property line facing Harvard Avenue) and approximately 15 feet from the left corner side property line (facing Cornell Road). The second story would also be relatively modest in size, representing approximately 22 percent of the maximum FAL. The applicant has indicated that the residence has been designed to best capture light and views of the property's heritage oaks.

While there are no residences within the immediate vicinity with a Mediterranean style, there are residences in the greater neighborhood with a similar style. As the location and construction of the proposed residence does not require the removal of any of the existing nine heritage trees, the visual impact of the second story would be lessened by the existing tree canopy. The height of the existing residence is 16 feet; the proposed height of the new residence would be seven feet taller, at 23 feet, well below the 28-foot maximum. The closest dwelling building to the proposed second story is the residence at 114 Cornell Road, approximately 35 feet away. With the proposed 619 square foot

second story stepped back more than 25 from the first story at the front setback, existing heritage trees acting as visual buffers, and the character of the residence, staff believes that the scale, materials, and style of the proposed residence are in keeping with those of the greater neighborhood.

### Excavation

Per Zoning Ordinance requirements, excavation in the required setbacks requires use permit approval. The proposed residence would include a basement for which a light well is needed to meet minimum building code requirements for egress and light/ventilation. The proposed light well would encroach a maximum of four feet, six inches into the required left corner side yard setback and would span approximately six feet, six inches in length. The applicant relocated the light well to its current location, in response to feedback from the project and City arborists, to provide more distance between the area of excavation and heritage tree number five. The light well would be protected by a Building Code-compliant railing. Although the light well would be located along a public right-of-way, staff believes its modest size and a seven-foot tall fence at the property line would limit the potential for visual impacts.

### Trees and Landscaping

The applicant has submitted an arborist report (Attachment E) detailing the species, size, and conditions of the trees on or near the site. The arborist report consists of an initial inventory, three memos that followed in response to staff direction, and summary by the applicant. The report determines the present condition, discusses the impacts of the proposed improvements, and provides recommendations for tree preservation. The project site includes nine heritage trees, all of which would be preserved as part of the proposed project (one non-heritage tree would be removed due to conflicts with site improvements).

Heritage tree number one would be closest to construction. In an effort to avoid new impacts to the tree, the footprint of the proposed residence will be similar to the footprint of the existing residence. The property owner excavated an exploratory trench between heritage tree number one and the existing exterior wall of the house to look for substantial roots. The trench was twenty feet long and two feet deep. The arborist's report includes a photo that shows no sizeable roots were found. The arborist states that it is unlikely larger roots would be found farther away from the tree, but flexibility should be given for decisions to be made in the field regarding the type of foundation used.

The applicant has also curved the proposed driveway to protect heritage tree number eight. Pervious pavers were considered, but were deemed unnecessary by both the project and City arborist when the applicant curved the driveway to increase the distance from the edge of pavement to the tree's critical root zone. As noted earlier, the basement light well has been located to limit impacts on tree number five.

All recommendations identified in the arborist report have been included as condition of approval 3.g.

### Planning Commission Review and Action

The Planning Commission reviewed the project at its meeting of February 24, 2014. During public comment, Brian Schmitz, neighbor at 114 Cornell Road, raised concerns regarding the impact of the proposed rear-facing second-story windows on his privacy. Brian and his spouse, Stephanie Rowen, had also submitted written correspondence regarding their concerns, which was included as an attachment in the Planning Commission staff report. The rear elevation of the proposed residence faces the side elevation of the existing one-story residence at 114 Cornell. After considering public comment, the Commission conditionally approved the project 6-0, with Commissioner Riggs absent. In response to concerns relating to privacy, the Planning Commission added condition 4.b to require that all second-story windows on the rear elevation have a sill height of at least three feet, two inches from the finished floor. The project plans indicate that two out of the three proposed windows on the rear elevation were originally proposed with the conditionally required sill height. The sill height of the third window, corresponding with bedroom number two on the second floor plan, would be raised from one foot, four inches to the required three feet, two inches. The project plans (Attachment D) have not yet been updated, but would be required to be revised at the building permit stage, if the Planning Commission action is upheld.

### **ANALYSIS**

#### Appeal of the Planning Commission's Action

On March 10, 2014, the City Clerk's office received an appeal of the Planning Commission's approval of the use permit. The appeal was submitted by Stephanie Rowen and Brian Schmitz, the adjacent neighbors at 114 Cornell Road, located to the west of 772 Harvard Avenue. The appeal letter (Attachment F) of the Planning Commission's action raises the following concern with the proposed project:

***Presence of rear-facing windows:*** The appellants indicate that the windows on the rear elevation would negatively impact their privacy in their one-story residence.

The proposed second story would be comprised of two bedrooms and a bathroom. The two bedrooms would have windows on the side elevations and on the rear elevation. The bathroom would have one window, located on the rear elevation. The appellants have indicated that the condition added by the Commission, to raise the sill height of the windows on the rear elevation to be a consistent three feet, two inches, was an unsatisfactory compromise. They further state that the presence of the windows on the rear elevation would necessitate their windows to remain shuttered to maintain privacy.

The appellants propose that the applicants remove the bedroom windows from the rear elevation and modify the one remaining bathroom window to be comprised of non-transparent glass.



### Appeal Response by Property Owner

The property owners, Elisabeth Segre and Marvin Weinstein, have submitted a letter responding to the appeal letter submitted by their neighbors (Attachment G). The letter provides a comparison of the square footage of existing and proposed windows on the rear elevation and photographs taken from existing rear-facing windows. The owners state that it is their belief the view from the rear of the proposed residence will not widely differ from the existing view. They further indicate that they have worked to meet the neighbor's concerns and believe appropriate landscaping on both properties would alleviate any potential impacts to privacy. The owners' letter states their response to the appeal in more detail.

### Staff Recommendation

Staff believes that the following factors support the presence of rear-facing two-story windows on the proposed residence and upholding the Planning Commission's action:

#### ***Alignment***

The alignment of the two properties, with the rear yard (required twenty foot setback) of the subject property abutting the side yard (required five foot setback) of the appellants' property, creates more than two times the separation between residences than would exist if the side yards of the properties were aligned. In addition, the appellants' driveway separates their residence from the side property line that faces 772 Harvard Avenue, creating a setback of approximately 15 feet from their residence to the shared property line. Staff believes the total separation of 35 feet would generally limit the potential for privacy-related issues.

#### ***Existing Conditions***

Staff believes that, as the location and square footage of the proposed windows on the rear elevation are similar to the windows on the existing one-and-a-half-story residence, the change in privacy for 114 Cornell would be minimal. The applicant has indicated that the existing shrubbery at the shared property line would be preserved and the existing 28-inch diameter heritage oak tree in the rear yard would be protected, therefore maintaining existing vegetative screening.

#### ***Planning Commission Consideration***

The Planning Commission fully considered the 114 Cornell owners' comments, balanced their comments with the 772 Harvard owners' project objectives, considered the site conditions (landscaping, setback distances), and arrived at a reasonable compromise. Staff believes that the condition added by the Planning Commission to require a consistent sill height of three feet, two inches recognized the neighbor's privacy concerns while still allowing for light to enter the two second-story bedrooms from the rear elevation. In general, second-story windows facing a neighbor's side property line are not an unusual feature, on either standard or substandard lots.

### **Conclusion**

Staff believes that the approximate 35 feet of separation from the exterior wall of the rear elevation at 772 Harvard to the exterior wall of the side elevation at 114 Cornell Road, the existing vegetation along the rear property line (side property line of 114 Cornell) and the canopy of an existing heritage tree in the rear yard, sufficiently minimize the potential for privacy impacts from second-story windows on the rear elevation. Staff recommends that City Council uphold the Planning Commission's action to approve a two-story residence on a substandard lot with findings and conditions as stated in Attachment A, Draft Findings, Actions, and Conditions for Approval.

### **IMPACT ON CITY RESOURCES**

The applicant paid a deposit of \$1,500 for review of the application for a use permit. Additional staff time above the initial deposit is cost recoverable on an hourly basis, through the end of the appeal period. The appellant paid a \$110 flat fee to file an appeal of the Planning Commission's decision. Staff time spent on the review of the appeal to the City Council is not recovered, per Council policy.

### **POLICY ISSUES**

No changes to the General Plan or Zoning Ordinance are required for the project. Each use permit is considered individually. The City Council should consider whether the required use permit findings can be made for the proposal for a new, two-story residence on a substandard lot.

### **ENVIRONMENTAL REVIEW**

The project is categorically exempt under Class 3 (Section 15303, "New Construction or Conversion of Small Structures") of the current California Environmental Quality Act (CEQA) Guidelines.

### **PUBLIC NOTICE**

Public notification consisted of publishing a legal notice in the local newspaper and notification by mail of owners and occupants within a 300-foot radius of the subject property.

### **ATTACHMENTS**

- A. Draft Findings, Actions, and Conditions for Approval
- B. Location Map
- C. Project Description Letter
- D. Project Plans
- E. Arborist Report and memos prepared by Ray Morneau

- Pre-Construction Tree Inventory and Protection Plan, dated January 12, 2013
  - Memo in response to Planning Division comments, dated August 5, 2013
  - Memo #2 in response to Planning Division comments, dated December 17, 2013
  - Memo #3 in response to driveway revision, dated January 20, 2014
  - Memo #4 from applicant summarizing three memos listed above, received April 21, 2014
- F. Letter of Appeal, submitted by Stephanie Rowen and Brian Schmitz, 114 Cornell Road, received March 10, 2014
- G. Letter of Response to Appeal, submitted by Elisabeth Segre and Marvin Weinstein, 772 Harvard Avenue, received April 15, 2014.

**Note:** Attached are reduced versions of maps and diagrams submitted by the applicants. The accuracy of the information in these drawings is the responsibility of the applicants, and verification of the accuracy by City Staff is not always possible. The original full-scale maps and drawings are available for public viewing at the Community Development Department.

#### **DOCUMENTS AVAILABLE FOR REVIEW AT CITY OFFICES AND/OR WEBSITE**

- Planning Commission Meeting Documents
  - February 24, 2014
    - Staff Report
    - Minutes

Report prepared by:

*Elizabeth Schuller*  
*Assistant Planner*

*Arlinda Heineck*  
*Community Development Director*

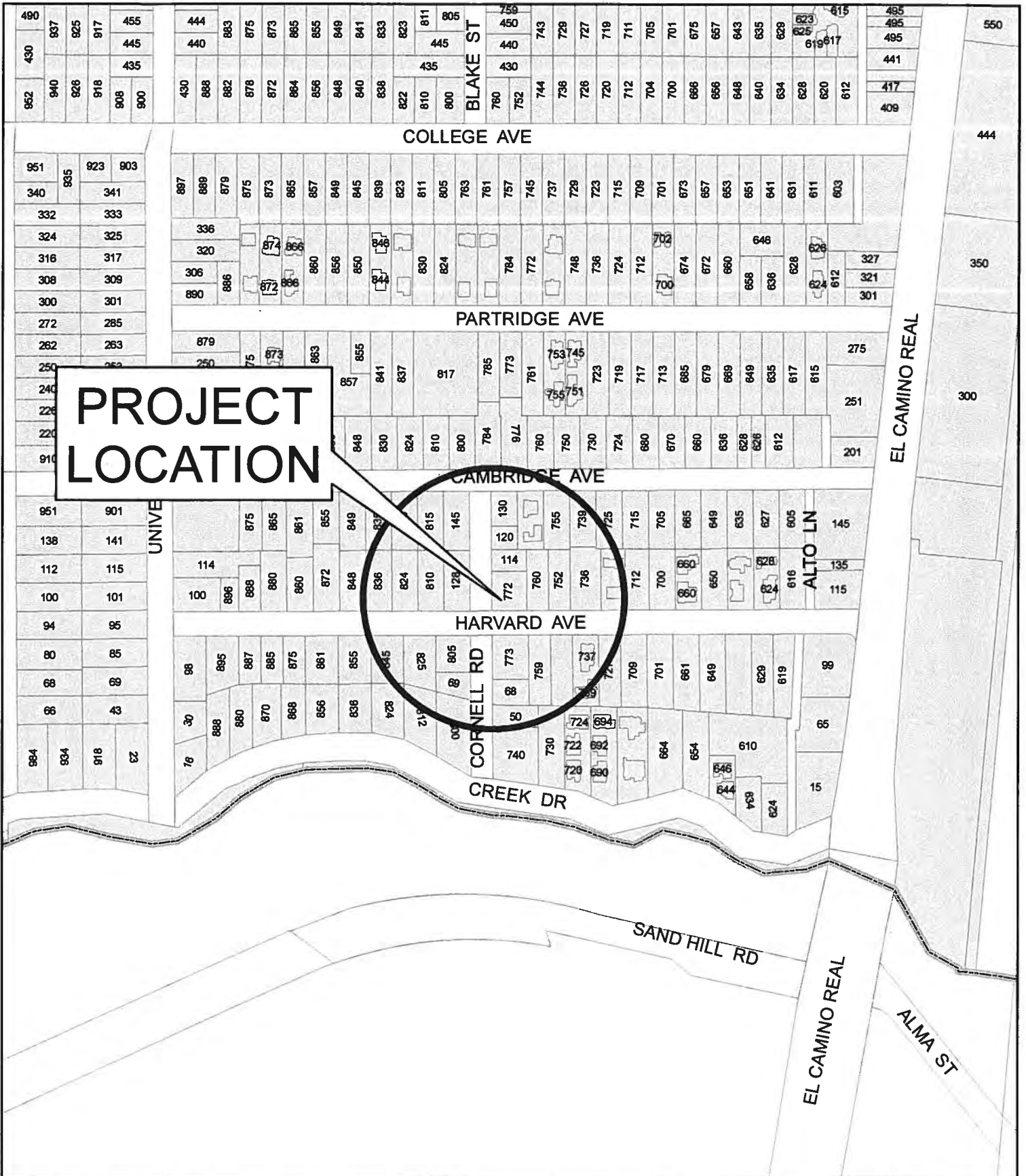
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**ATTACHMENT A****772 Harvard Avenue  
Draft Findings, Actions, and Conditions for Approval  
May 6, 2014**

1. The project is categorically exempt under Class 3 (Section 15303, "New Construction or Conversion of Small Structures") of the current California Environmental Quality Act (CEQA) Guidelines.
2. Make findings, as per Section 16.82.030 of the Zoning Ordinance pertaining to the granting of use permits, that the proposed use 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 use, and will not be detrimental to property and improvements in the neighborhood or the general welfare of the City.
3. Approve the use permit and variances subject to the following ***standard*** conditions:
  - a. Development of the project shall be substantially in conformance with the plans prepared by Stephen Charlip, consisting of 16 plan sheets, dated received February 18, 2014, and approved by the Planning Commission on February 24, 2014, except as modified by the conditions contained herein, subject to review and approval by the Planning Division.
  - b. Prior to building permit issuance, the applicants shall comply with all Sanitary District, Menlo Park Fire Protection District, and utility companies' regulations that are directly applicable to the project.
  - c. Prior to building permit issuance, the applicants shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the project.
  - d. Prior to building permit issuance, 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 of all meters, back flow prevention devices, transformers, junction boxes, relay boxes, and other equipment boxes.
  - e. Simultaneous with the submittal of a complete building permit application, the applicant shall submit plans indicating that the applicant shall remove and

replace any damaged and significantly worn sections of frontage improvements. The plans shall be submitted for review and approval of the Engineering Division.

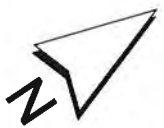
- f. Simultaneous with the submittal of a complete building permit application, the applicant shall submit a Grading and Drainage Plan, prepared by a Licensed Civil Engineer or Licensed Landscape Architect, including a simplified Hydrology Report detailing any changes in drainage patterns or run-off as a result of the proposed project. The Grading and Drainage Plan shall be approved prior to the issuance of grading, demolition or building permits.
  - g. Heritage trees in the vicinity of the construction project shall be protected pursuant to the Heritage Tree Ordinance.
4. Approve the use permit subject to the following **project specific** conditions:
- a. Simultaneous with the submittal of a complete building permit application, the applicant shall submit plans indicating that the applicant shall remove the existing curb cut on Cornell Road and replace it with City standard curb and gutter. The plans shall be submitted for review and approval of the Engineering Division.
  - b. Simultaneous with the submittal of a complete building permit application, the applicant shall submit plans indicating all second-floor windows on the rear elevation have a sill height of at least three feet, two inches from finished floor. The revised plans shall be subject to review and approval of the Planning Division.



**PROJECT  
LOCATION**



**CITY OF MENLO PARK**  
 LOCATION MAP  
 772 HARVARD AVENUE



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PROPOSED NEW SINGLE FAMILY DWELLING  
772 HARVARD AVENUE, MENLO PARK

7-24-13  
STEPHEN CHARLIP, ARCHITECT

THE SUBJECT PROPERTY IS LOCATED AT THE CORNER OF HARVARD AVENUE AND CORNELL ROAD IN THE ALLIED ARTS NEIGHBORHOOD OF MENLO PARK. THE 7,184 SQUARE FOOT SITE HAS EXISTING HERITAGE TREES THAT WILL REMAIN. NO TREES WILL REQUIRE TRIMMING FOR THE NEW PROJECT. THERE IS AN EXISTING COTTAGE ON THE PROPERTY. THE INTENT IS TO DEMOLISH/RELOCATE THE EXISTING HOUSE TO MAKE ROOM FOR A NEW SINGLE FAMILY DWELLING. THE PROPERTY HAS A SUBSTANDARD LOT DEPTH AND THEREFORE REQUIRES A USE PERMIT.

THE PROPOSED TWO-STORY DESIGN WILL CAPTURE LIGHT AND MAKE THE MOST OF VIEWS OF THE HERITAGE OAKS. THE FRONT GARDEN PATIOS WILL BE BORDERED BY A 3 FOOT STUCCO WALL AND A 4 FOOT WOODEN FENCE ON THE SOUTH AND WEST CORNER. DECKS, GARDEN PATIOS AND A TRELIS WILL FRAME THE REAR OF THE HOME. THE NEW HOUSE WILL ECHOE THE ALLIED ARTS MEDITERRANEAN STYLE. THERE ARE MANY EXAMPLES OF THIS REGIONAL STYLE THROUGHOUT THE NEIGHBORHOOD. EXTERIOR MATERIALS INCLUDE PLASTER, NATURAL STAINED WOOD FRAME WINDOWS/DOORS AND CLAY TILE ROOF. THE INTERNAL DESIGN INCLUDES THREE BEDROOMS, THREE BATHROOMS, A GREAT ROOM THAT COMBINES THE ENTRY, MAIN LIVING SPACE AND KITCHEN. THERE IS ALSO A STUDY AND TWO CAR GARAGE. AN UNFINISHED BASEMENT FOR STORAGE AND MECHANICAL ROOM IS LOCATED BELOW GRADE. THE INTERIOR CEILINGS WILL BE EXPOSED LAMINATED DECKING SUPPORTED BY BEAMS. THIS ROOF ASSEMBLY CONTINUES OUT TO THE EXTERIOR EAVES AND IS FINISHED WITH A STEPPED WOOD FACIA.

THE BUILDING TAKES ADVANTAGE OF GREEN BUILDING METHODS. INSTEAD OF SOILD WOOD TIMBERS WE WILL USE COMPOSITE MATERIALS THAT INCLUDE OPEN WEB FLOOR JOISTS, LAMINATED BEAMS, LAMINATED T&G CEILING DECKING AND ENGINEERED LVL HEADERS. THE ROOF ASSEMBLY INCLUDES 5" OF RIGID INSULATION AND BOASTS AN R-40 RATING.

EARLY ON IN THE DESIGN PROCESS AND PRIOR TO ANY FORMAL SUBMITTAL, ALL OF THE ADJACENT PROPERTY OWNERS AND THOSE ACROSS THE STREET WERE INCLUDED IN THE PROCESS. WE SENT PRELIMINARY DESIGN SKETCHES OF THE PROJECT TO OUR NEIGHBORS AND OFFERED THEM A CHANCE TO GIVE THEIR INPUT. THE NEIGHBORS HAVE ALL GENERALLY BEEN POSITIVE ABOUT THE PROJECT AND WE HAVE SPOKEN WITH THEM AT LENGTH. THE NEIGHBORS HAD NO CONCERNS ABOUT THE PROPOSED BUILDING MASSING OR HEIGHT. IN PARTICULAR WE WORKED WITH OUR NEIGHBORS AT THE REAR TO ASSURE THAT THEIR EXISTING VEGETATION AND PRIVACY WOULD BE MAINTAINED.

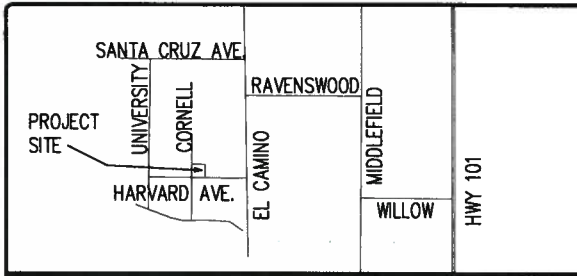
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FEB 06 2014

**CITY OF MENLO PARK  
PLANNING**

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FEB 18 2014



AREA MAP

DEFERRED SUBMITTALS

- NEW RESIDENCE TO HAVE FIRE SPRINKLER SYSTEM
- FIRE SPRINKLER DRAWINGS AND CALCULATIONS TO BE DEFERRED
- FIRE PROTECTION PLAN TO BE DEFERRED
- SPRINKLER SYSTEM DESIGN/SPECIFICATIONS/CALCULATIONS PER MENLO PARK FIRE PROTECTION DISTRICT REQUIREMENTS
- SPRINKLER LAYOUT, HEAD ASSEMBLY & FINISH TO BE APPROVED BY ARCHITECT PRIOR TO INSTALLATION.

GENERAL NOTES



By PLANNING

REVISIONS

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All drawings and written material appearing herein constitute the original work of Stephen Charlip and may not be duplicated, used or disclosed without written consent.

STEPHEN CHARLIP, ARCHITECT  
ARCHITECTURE & SITE DESIGN  
104 5TH STREET  
PETALUMA, CA 94952 (707)763-6662  
WWW.STEPHENCHARLIPARCHITECT.COM

COVER SHEET

PROPOSED RESIDENCE  
772 HARVARD AVE  
MENLO PARK, CA  
APN: 071 433 270

DRAWN
CHECKED
SCALE
JOB NO.
SHEET
C
OF SHEETS

NEW RESIDENCE  
772 HARVARD AVENUE  
MENLO PARK, CA 95404  
APN: 071-433-270

ARCHITECT & AGENT  
Stephen Charlip Architect  
Architecture & Site Design  
104 5th Street  
Petaluma, CA 94952  
tel: (707) 763-6662  
email: arclight@scweb.com  
www.StephenCharlipArchitect.com

PROPERTY OWNER  
ELISABETH B. SEGRE

DEMOLITION OF AN EXISTING  
SINGLE FAMILY RESIDENCE  
AND  
CONSTRUCTION OF A NEW  
SINGLE FAMILY RESIDENCE

PROJECT DESCRIPTION

- C COVER
- SP SITE PLAN
- S SURVEY
- AP AREA PLAN
- RP ROOF PLAN
- ST STREETScape
- A-1 LOWER FLOOR PLAN
- A-2 MAIN FLOOR PLAN
- A-3 UPPER FLOOR PLAN
- A-4 EXTERIOR ELEVATIONS
- A-5 EXTERIOR ELEVATIONS
- A-6 SECTIONS
- SFC SQUARE FOOT CALCULATIONS
- IAP IMPERVIOUS AREA CALCULATIONS
- IAP IRRIGATED AREA PLAN
- WS WALL SECTION



REAR



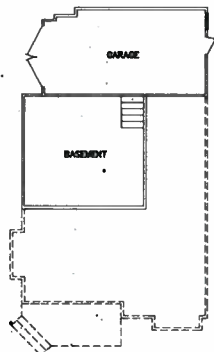
LEFT (FACING CORNELL)



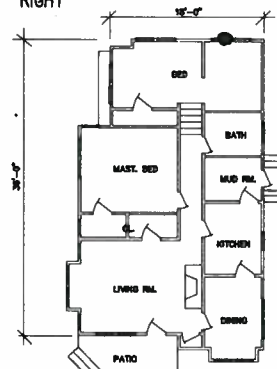
FRONT (FACING HARVARD)



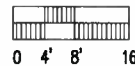
RIGHT



LOWER LEVEL



MAIN LEVEL



1/8"=1'-0" EXISTING HOUSE (TO BE DEMOLISHED)

PROJECT TEAM

DRAWING INDEX

COVER SHEET 772 HARVARD AVENUE APPLICANT PHONE (707)763-6662 12-4-2013

### TREE INDEX

SEE ARBORIST REPORT & NOTES ON SHT. IAP

- TREE#1- 28' OAK TO REMAIN
- TREE#2- 11' LOQUAT TO REMAIN
- TREE#3- 8' OAK TO REMAIN
- TREE#4- 24' OAK TO REMAIN
- TREE#5- 28' OAK TO REMAIN
- TREE#6- 11' PITTOSPRUM TO REMAIN
- TREE#7- 11' PITTOSPRUM TO REMAIN
- TREE#8- 26' BAY TO REMAIN
- TREE#9- 24' OAK TO REMAIN
- TREE#10- 9' ACACIA TO BE REMOVED
- TREE#11- 24' BAY TO REMAIN
- TREE#12- 15' OAK TO REMAIN
- TREE#13- 24' OAK TO REMAIN
- TREE#14- 18' OAK TO REMAIN
- TREE#15- 4' AVOCADO TO REMAIN
- TREE#16- 4' AVOCADO TO REMAIN

### SITE ANALYSIS

LOT AREA: 7,184 SQ. FT. ZONING: R-1-U

ALLOWABLE FLOOR AREA: 2,846 S.F.  
 2,800 + 25% (7,184-7,000)  
 2,800 + 25% (184)  
 2,800 + 46 = 2,846

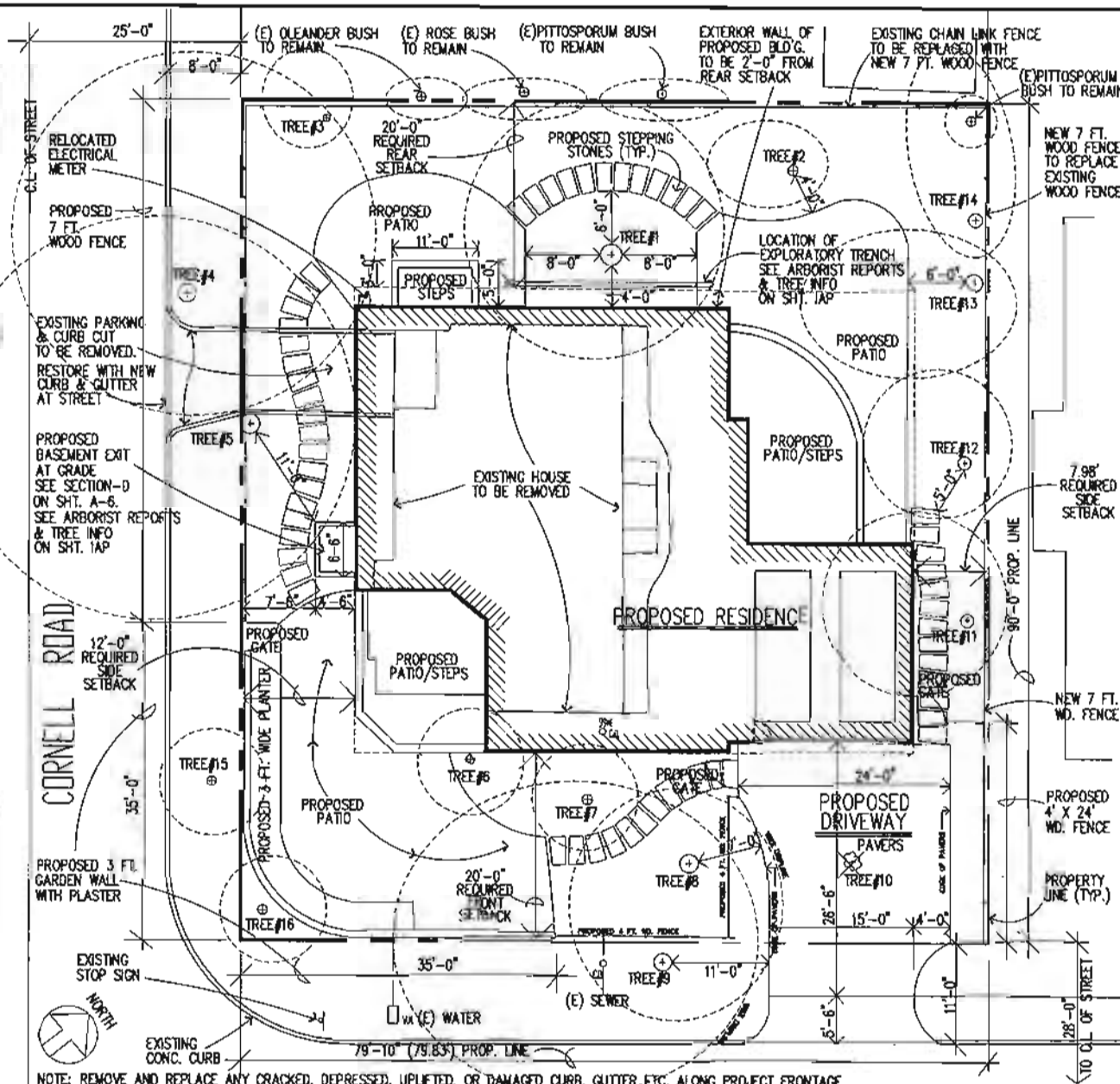
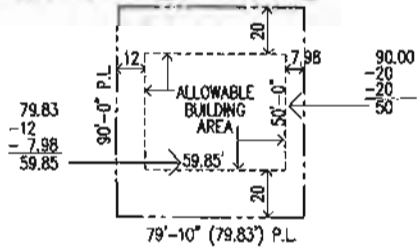
- NO ATTIC SPACE/NO CEILING OVER 12 FT.
- EXISTING HOUSE TO BE REMOVED, YES
- PROPOSED BASEMENT FLOOR AREA: 650 S.F.
- PROPOSED MAIN FLOOR AREA: 1,723 S.F.
- PROPOSED GARAGE FLOOR AREA: 431 S.F.
- PROPOSED UPPER FLOOR AREA: 619 S.F.

TOTAL PROPOSED FLOOR AREA: 2,773 S.F.  
 (BASEMENT NOT COUNTED).

LAND COVERED BY STRUCTURES: 2,154 S.F.  
 (BUILDING FOOTPRINT)

- DECKS & PATIOS: 1,913 S.F.
- PAVED SURFACES: 431 S.F. (DRIVEWAY)
- PARKING SPACES: 2 COVERED
- ALL GRADES TO REMAIN NATURAL

### BUILDING ENVELOPE



NOTE: REMOVE AND REPLACE ANY CRACKED, DEPRESSED, UPLIFTED, OR DAMAGED CURB, GUTTER, ETC. ALONG PROJECT FRONTAGE.

NO.	DESCRIPTION

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 ARCHITECTURE & SITE DESIGN  
 104 5TH STREET  
 PETALUMA, CA 94952 (707)763-6662  
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SITE PLAN

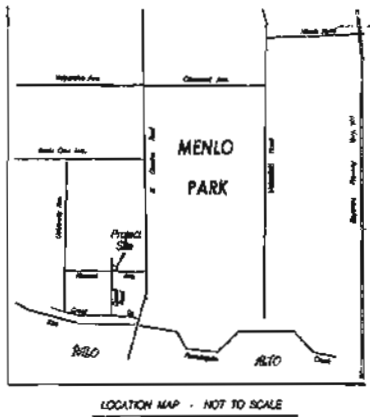
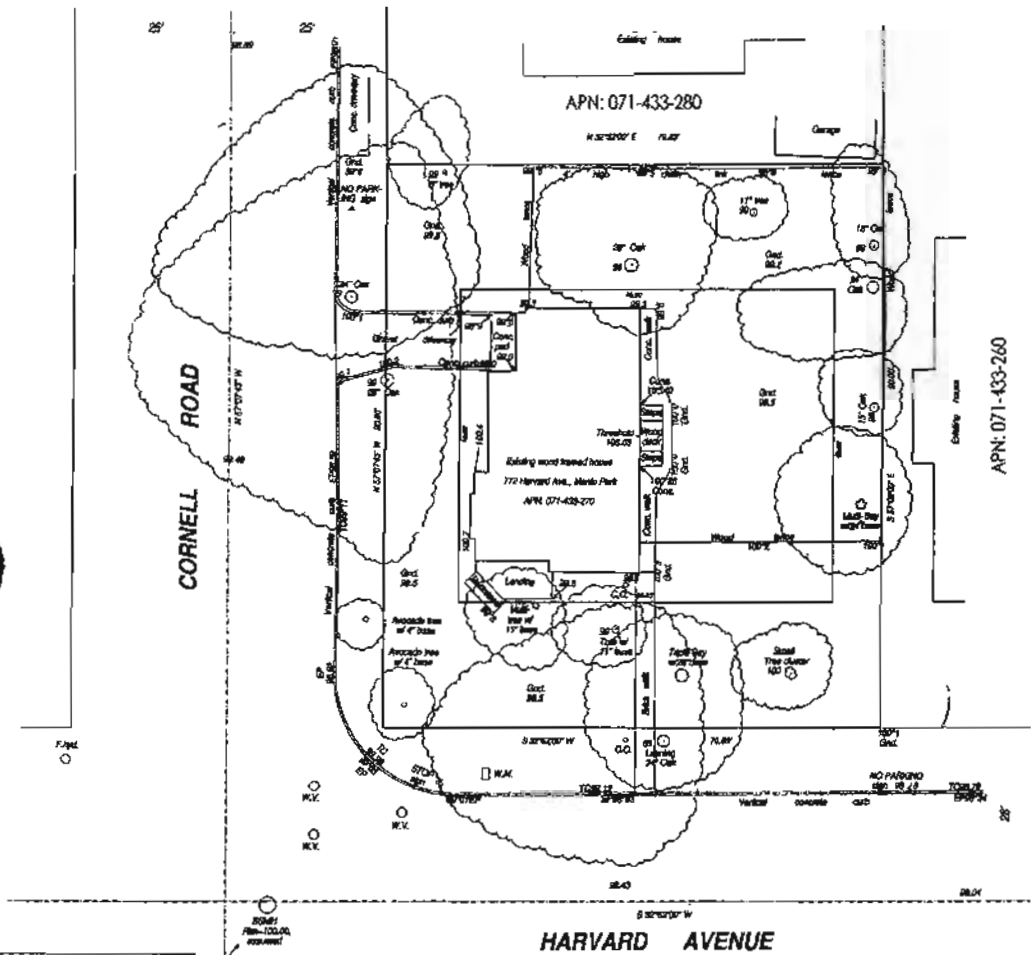
PROPOSED RESIDENCE  
 772 HARVARD AVE.  
 MENLO PARK, CA  
 APR-07: 433-270

DATE	BY

SP

SITE PLAN 772 HARVARD AVENUE APPLICANT PHONE (707)763-6662 3/16"=1'-0" 12-4-2013

6A



- NOTES**
1. This Topographic Survey Map was prepared based on ground control data by Jeffrey M. Brown, PLS in May & June, 2013 with additional measurements taken September, 2013.
  2. Spot elevations are shown for all measured benchmarks established upon the boundary corner markers near the candidate intersection of Harvard Avenue and Cornell Road. Elev = 168.03 (see benchmark note, 'Corner of Oak').
  3. Utilities noted elsewhere, from design plans located at the project and from interviews conducted at the site, are shown. Utilities noted located at Street of Agency, and are depicted graphically per their respective positions. The existing lines and depths were obtained at their existing and last.
  4. Boundaries are shown based on ground control measurements in conjunction with aerial photography and measurements collected at the site by Jeffrey M. Brown, PLS in May & June, 2013. The data were collected in accordance with the standards of the California Professional Land Surveyor Act. The data were collected in accordance with the standards of the California Professional Land Surveyor Act. The data were collected in accordance with the standards of the California Professional Land Surveyor Act.
  5. The final project information is shown elsewhere in the project. The data were collected in accordance with the standards of the California Professional Land Surveyor Act. The data were collected in accordance with the standards of the California Professional Land Surveyor Act.

- LEGEND**
- Iron, as noted
  - Edge of pavement
  - Spot elevation
  - Corner
  - Corner
  - Corner
  - Corner
  - Photo Box, as noted
  - N.A. Water mark
  - N.E. Water mark
  - F. Spot
  - T.C. Top of curb
  - D.O. Channel

NOTE: All measurements shown upon this drawing were accomplished using the site of the existing boundary corner markers, Assumed E.L. 100.00.

The SURVEY Party Cell has capacity, and it should be used, because that is the way.

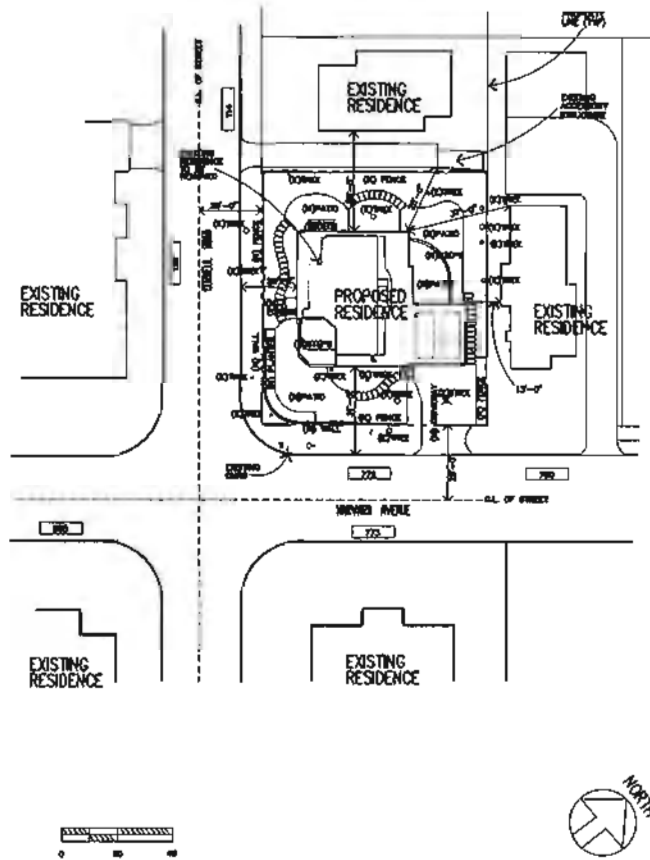
Topographic Survey Map  
 Layer of Stage: 772 Harvard Avenue APN: 071-433-270  
 Menlo Park, San Mateo County, California  
 JEFFREY M. BROWN, L.S. 7041 7th WITH AVE  
 MENLO PARK, CA 94025 (707) 763-6662  
 SCALE: 1" = 8' 11-119 JUNE, 2013



SURVEY 772 HARVARD AVENUE APPLICANT PHONE (707)763-6662 1/8"=1'-0" 12-4-2013

NEWSROOM
STEVENS CHAMBER ARCHITECT ARCHITECTURE & SITE DESIGN 104 6TH STREET Petaluma, CA 94952 (707)763-6662 WWW.STEVENSCHAMBERARCHITECT.COM
SURVEY
PROPOSED RESIDENCE 772 HARVARD AVE. MENLO PARK, CA APN: 071-433-270
OWNER
OWNER
SCALE
AS SHOWN
DATE
S

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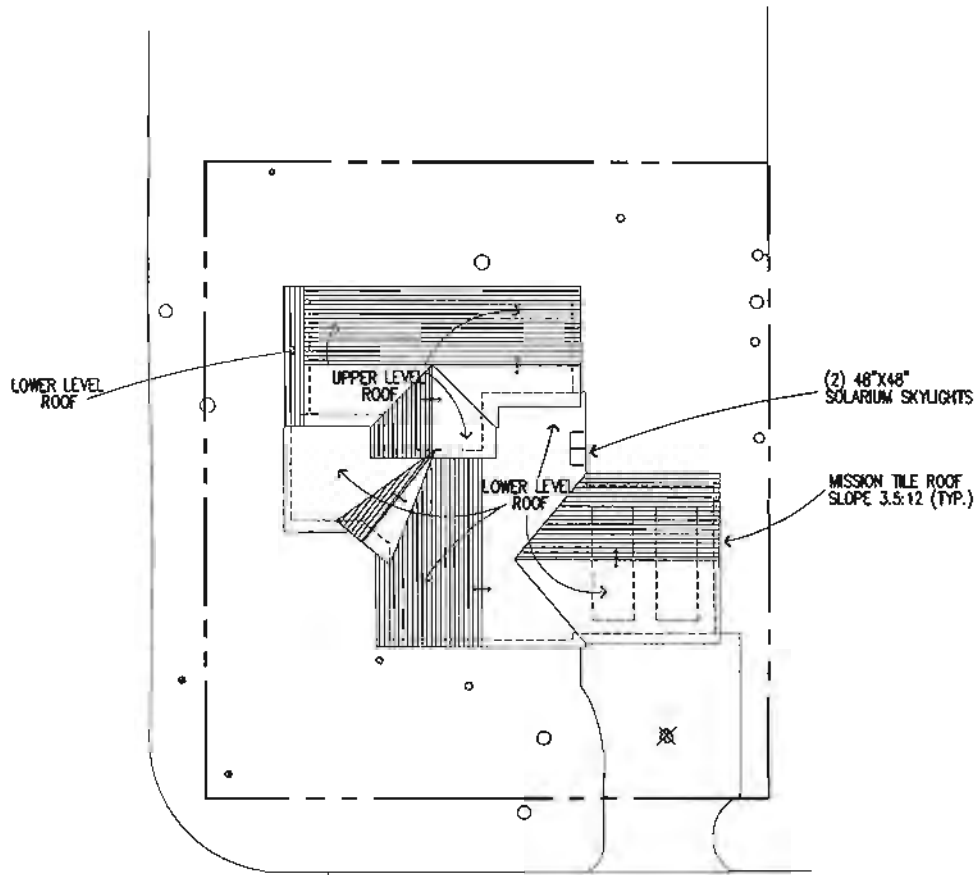
STEPHEN CHARUP, ARCHITECT  
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 PEALUMA, CA 94952 (707)763-6662  
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AREA PLAN

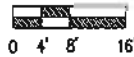
PROPOSED RESIDENCE  
 772 HARVARD AVE  
 MENLO PARK, CA  
 APR-07 433 270

DATE
04/07/13
SCALE
1/20" = 1'-0"
PROJECT
AP
SHEET

AREA PLAN 772 HARVARD AVENUE APPLICANT PHONE (707)763-6662 1/20"=1'-0" 12-4-2013



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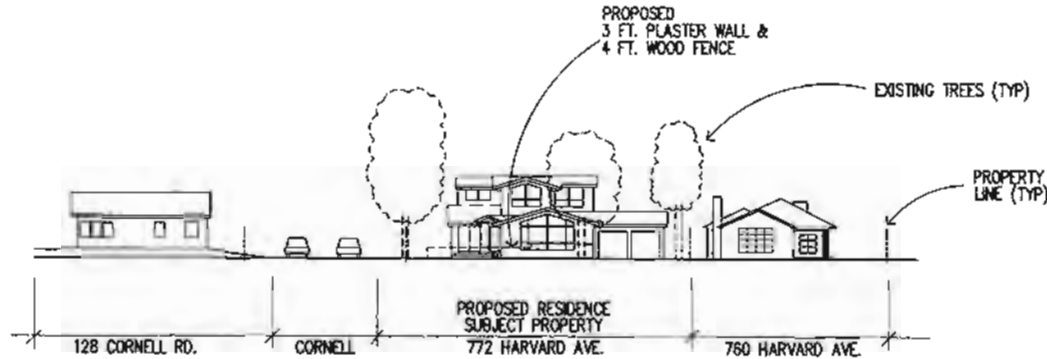
ROOF PLAN

PROPOSED RESIDENCE  
 772 HARVARD AVE  
 MENLO PARK, CA  
 APR-071 433 270

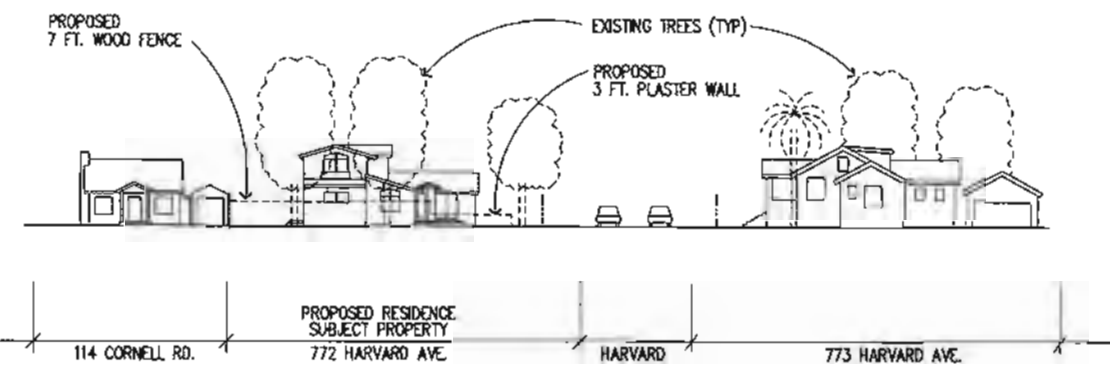
DATE
PROJECT
SCALE
JOB NO.
SHEET

RP

ROOF PLAN 772 HARVARD AVENUE APPLICANT PHONE (707)763-6662 1/8"=1'-0" 12-4-2013



VIEW-A ALONG HARVARD AVENUE



VIEW-B ALONG CORNELL ROAD



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STREETSCAPE

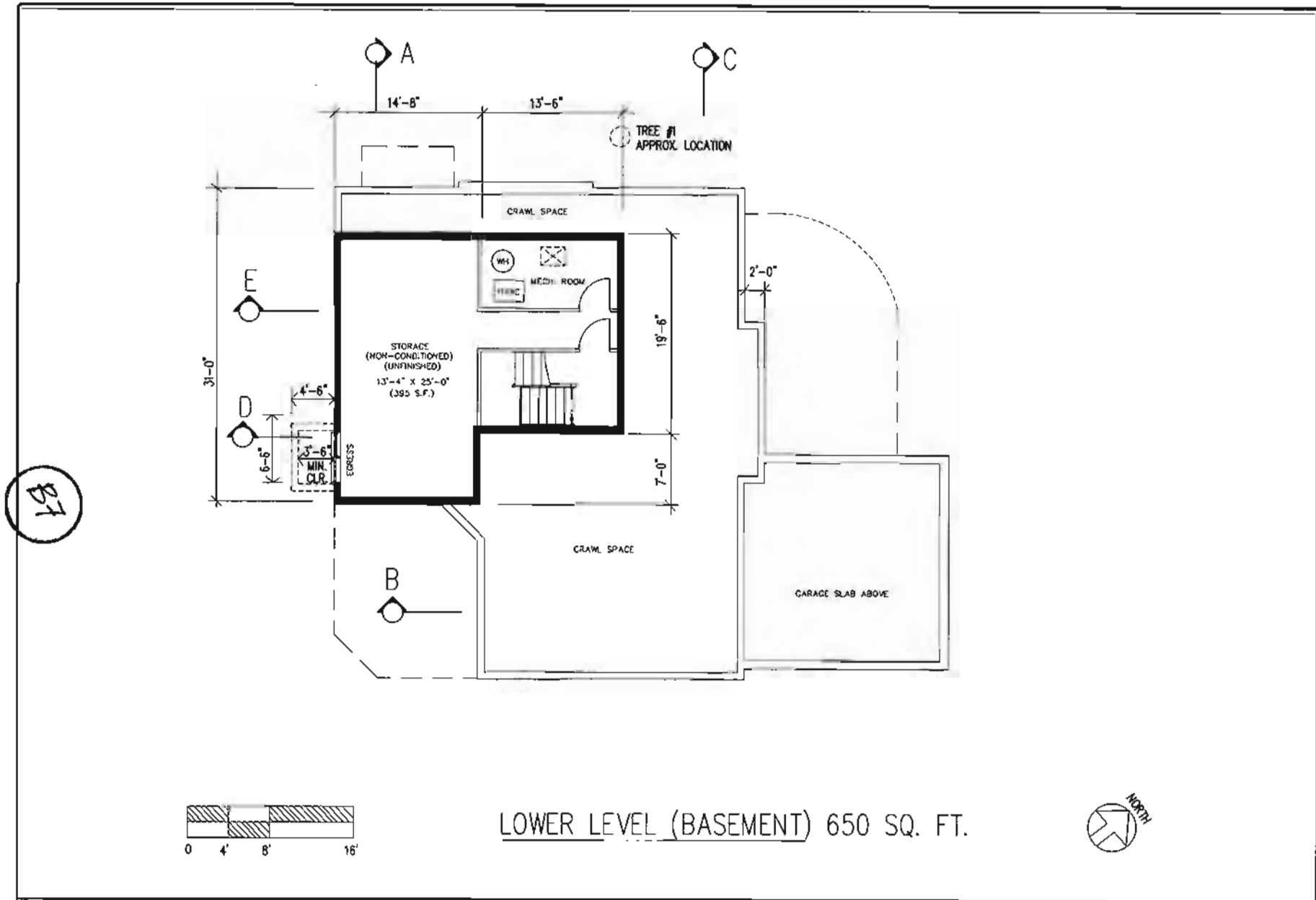
PROPOSED RESIDENCE  
 772 HARVARD AVE.  
 MENLO PARK, CA  
 APR-07- 433 270

OWNER
ARCHITECT
SCALE
DATE
BY
CHECKED

ST

STREETSCAPE 772 HARVARD AVENUE APPLICANT PHONE (707)763-6662 1/16" = 1'-0" 12-4-2013





LOWER LEVEL (BASEMENT) 650 SQ. FT.

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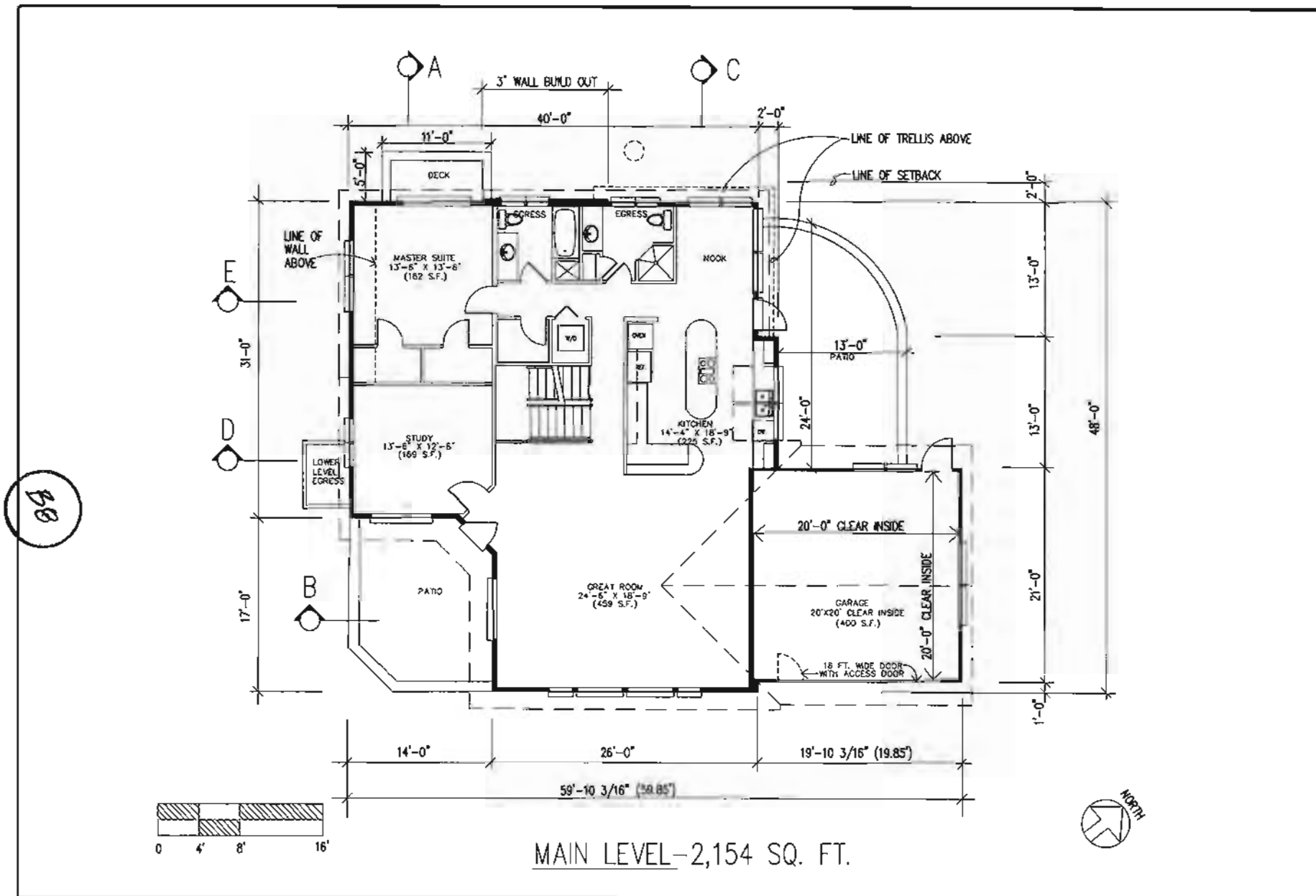
LOWER LEVEL  
 FLOOR PLAN

PROPOSED RESIDENCE  
 772 HARVARD AVE.  
 MENLO PARK, CA  
 APRIL 07, 433 270

DESIGN	
CHECKED	
SCALE	
JOB NO.	
SHEET	

A-1

LOWER LEVEL 772 HARVARD AVENUE APPLICANT PHONE (707)763-6662 1/4" = 1'-0" 12-4-2013



BB

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CONFORMS TO 2013  
 CALIFORNIA BUILDING  
 CODES. ALL WORK SHALL  
 BE IN ACCORDANCE WITH  
 THE LATEST EDITIONS OF  
 THE CALIFORNIA BUILDING  
 CODES, UNLESS OTHERWISE  
 SPECIFIED.

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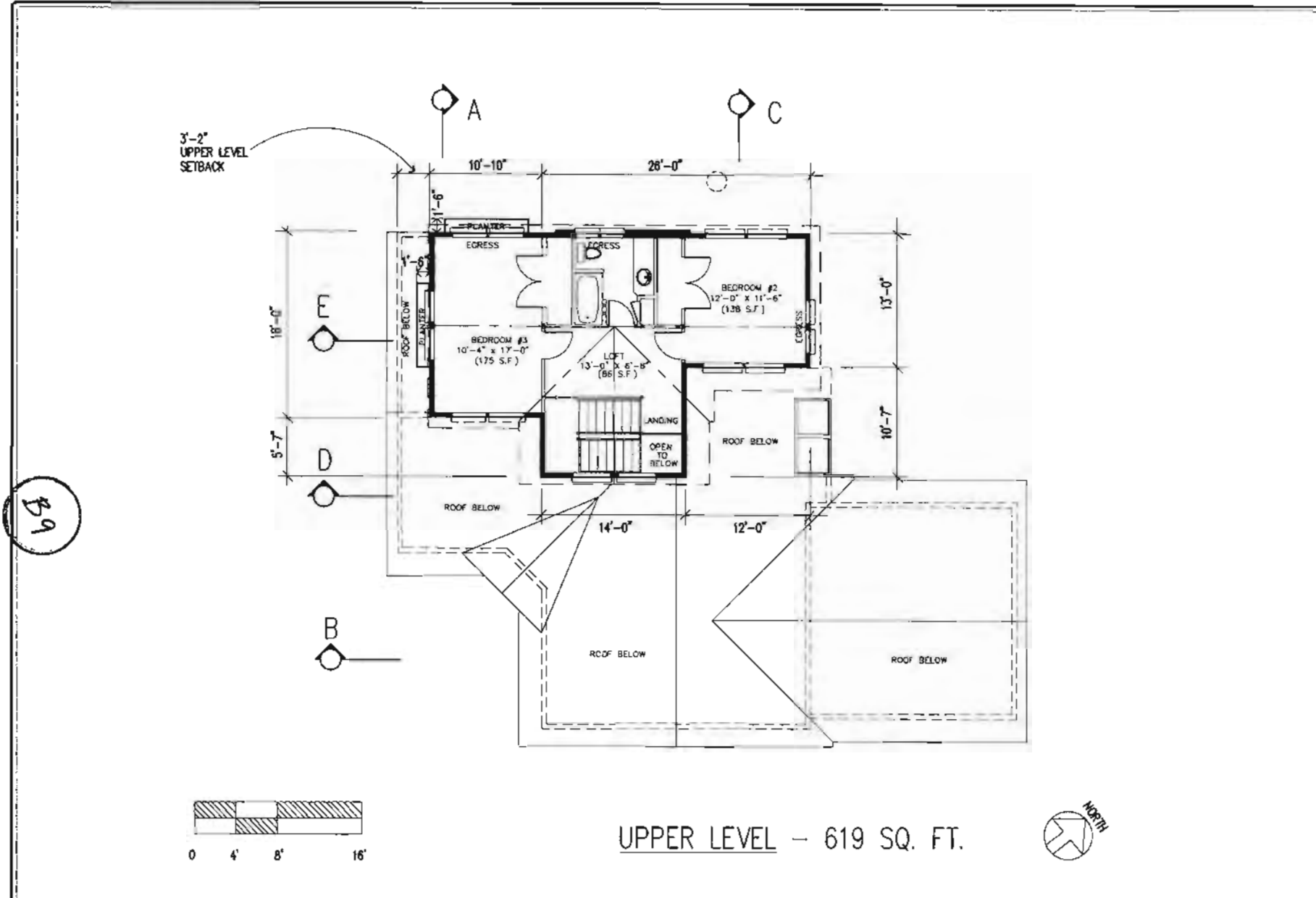
MAIN LEVEL  
 FLOOR PLAN

PROPOSED RESIDENCE  
 772 HARVARD AVE.  
 MENLO PARK, CA  
 AP#071 433 270

DRAWN  
 CHECKED  
 SEAL  
 CIV. ENGR.  
 DATE

A-2

MAIN LEVEL 772 HARVARD AVENUE APPLICANT PHONE (707)763-6662 1/4" = 1'-0" 12-4-2013



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APPROVED FOR PERMITTING  
 ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.  
 CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
 THIS PLAN IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON.  
 ANY OTHER USE IS UNLAWFUL.  
 DATE: 12-4-2013

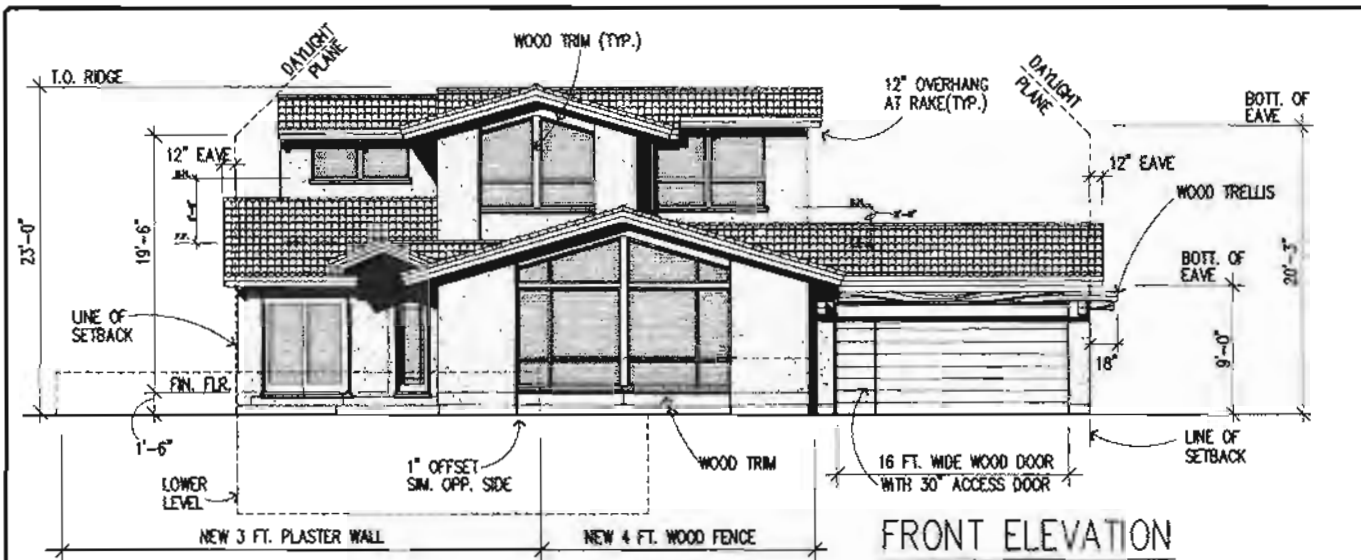
STEPHEN CHAIKUP, ARCHITECT  
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UPPER LEVEL  
 FLOOR PLAN

PROPOSED RESIDENCE  
 772 HARVARD AVE.  
 MONROE PARK, CA  
 APRN-071-433-270

DATE
DESIGN
SCALE
BY
DATE
NO.
A-3

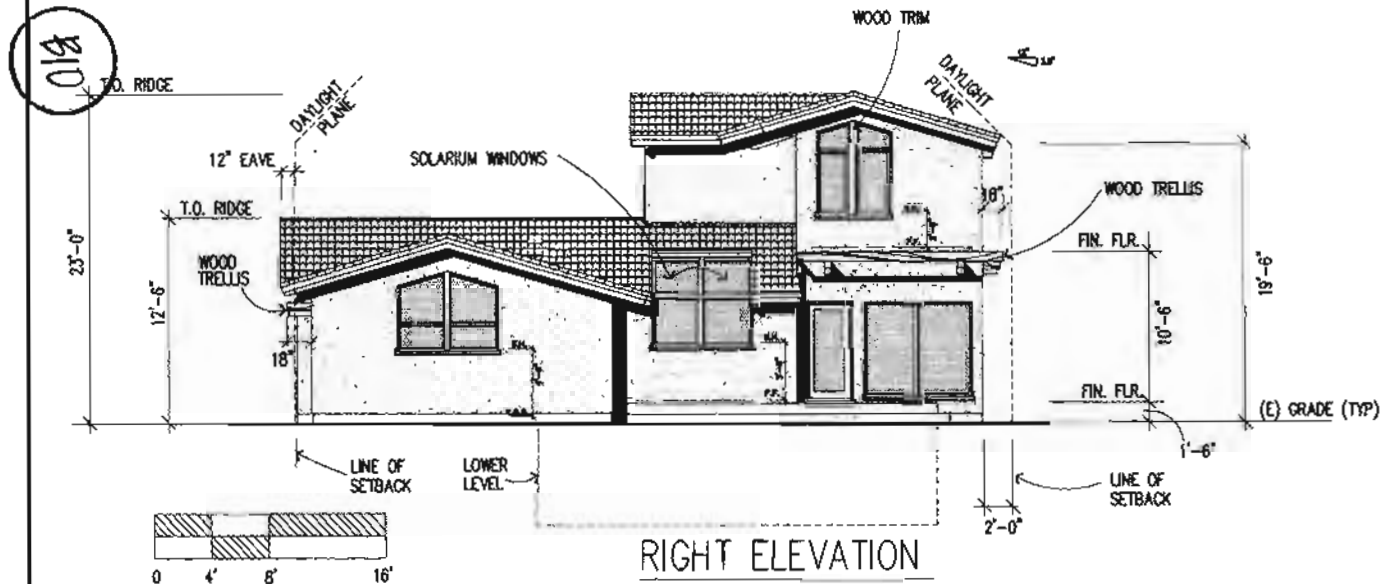
UPPER LEVEL 772 HARVARD AVENUE APPLICANT PHONE (707)763-6662 1/4" = 1'-0" 12-4-2013



FRONT ELEVATION



FRONT ENTRY



RIGHT ELEVATION

EXTERIOR MATERIALS

- CLAY MISSION TILE ROOF
- EXTERIOR PLASTER WALLS
- WOOD FRAMED WINDOWS-STAIN
- WOOD TRIM BETWEEN WINDOWS & AT FASCIA -STAIN
- METAL GUTTERS AND DOWNSPOUTS PAINT TO MATCH PLASTER
- METAL PLANTER AND RAILINGS -WROUGHT IRON

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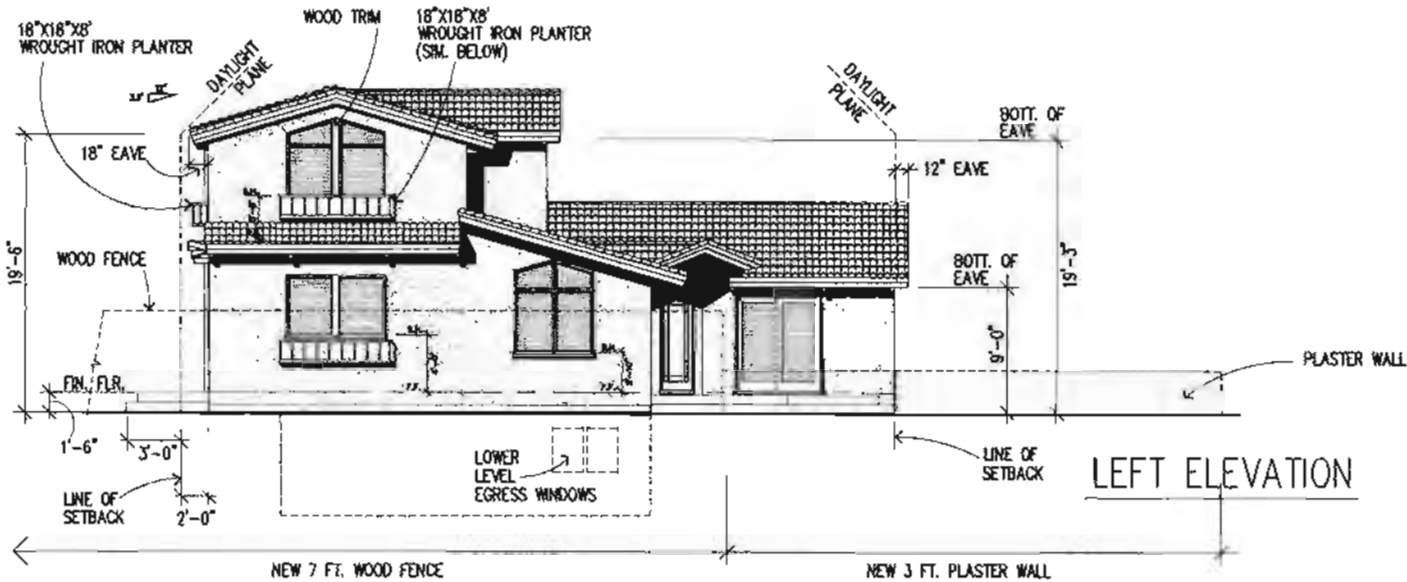
EXTERIOR ELEVATIONS

PROPOSED RESIDENCE  
 772 HARVARD AVE.  
 MENLO PARK, CA  
 APR-07 433 270

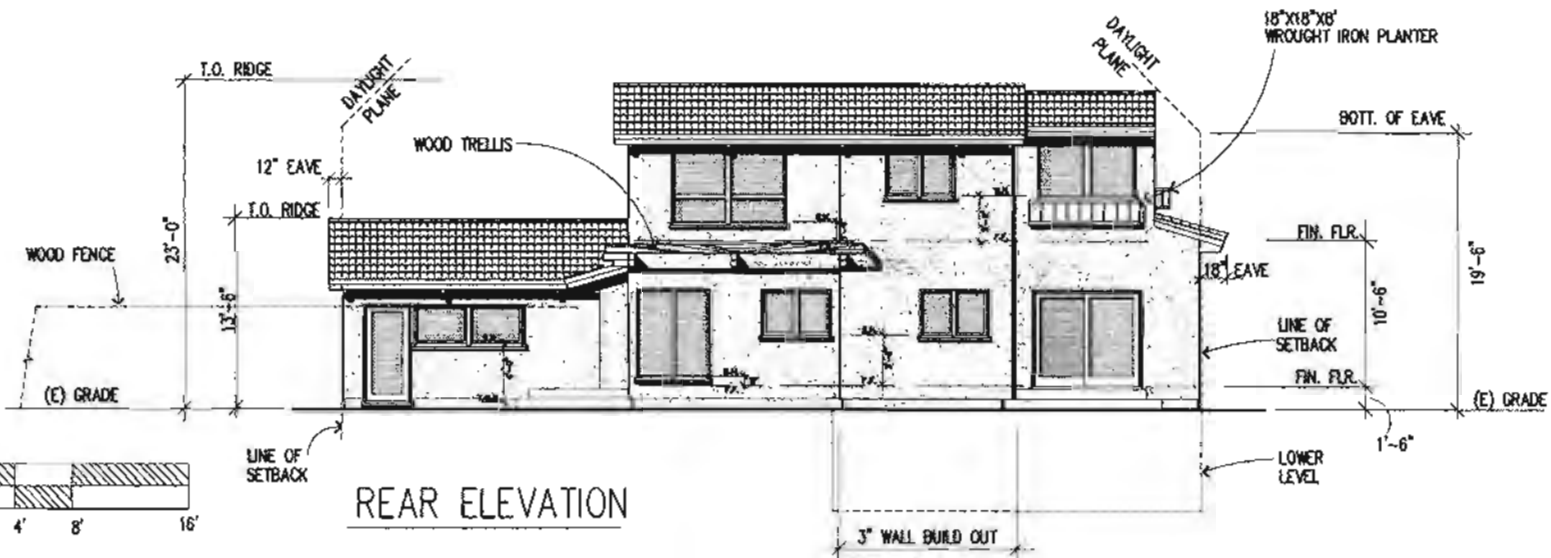
DATE

A-4

ELEVATIONS 772 HARVARD AVENUE APPLICANT PHONE (707)763-6662 1/4" = 1'-0" 12-4-2013



LEFT ELEVATION



REAR ELEVATION

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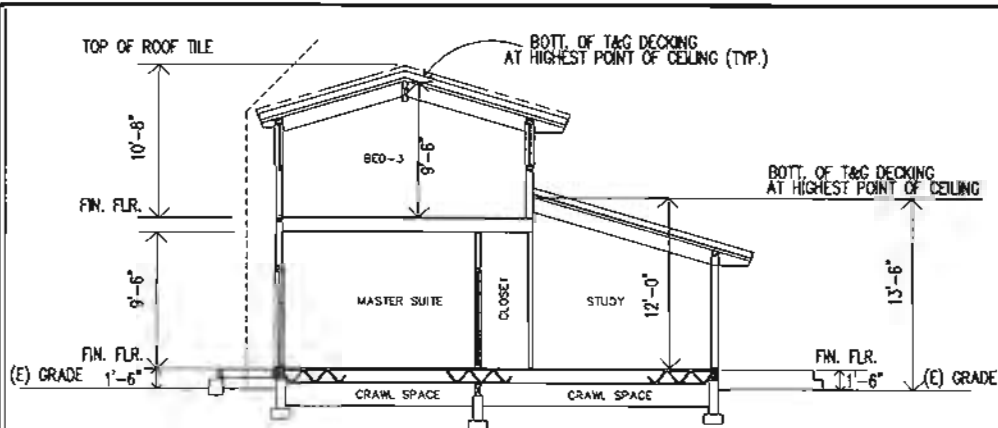
EXTERIOR ELEVATIONS

PROPOSED RESIDENCE  
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 MENLO PARK, CA  
 APR-07 433 270

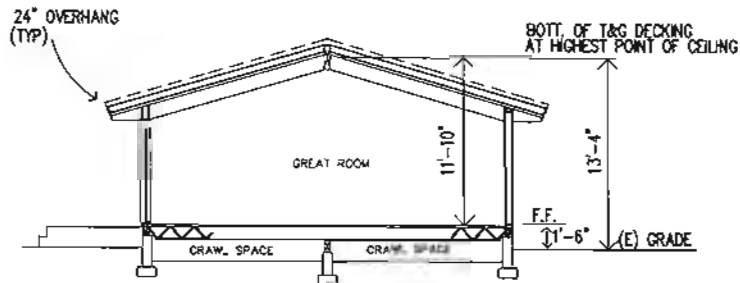
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A-5

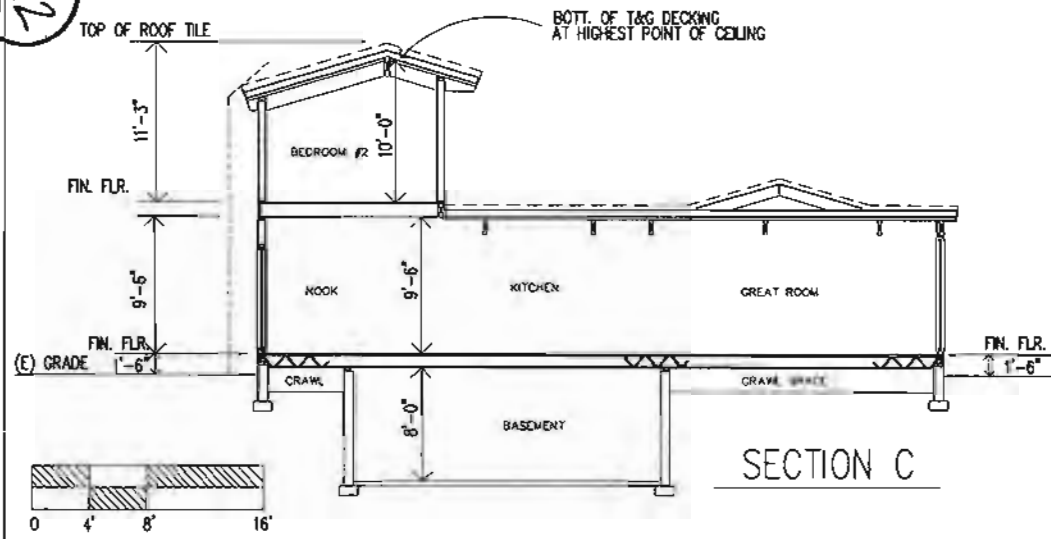
ELEVATIONS 772 HARVARD AVENUE APPLICANT PHONE (707)763-6662 1/4" = 1'-0" 12-4-2013



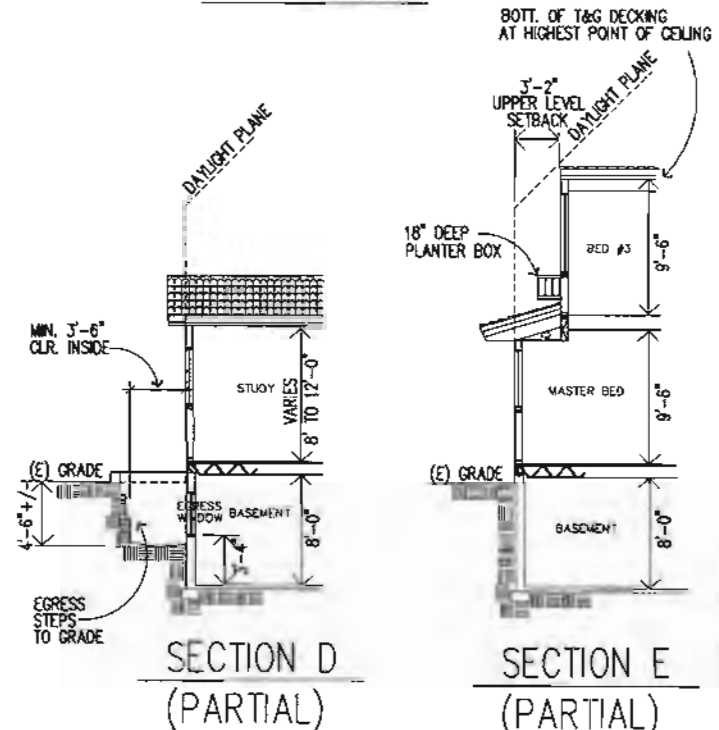
SECTION A



SECTION B



SECTION C



SECTION D (PARTIAL)

SECTION E (PARTIAL)

REVISIONS

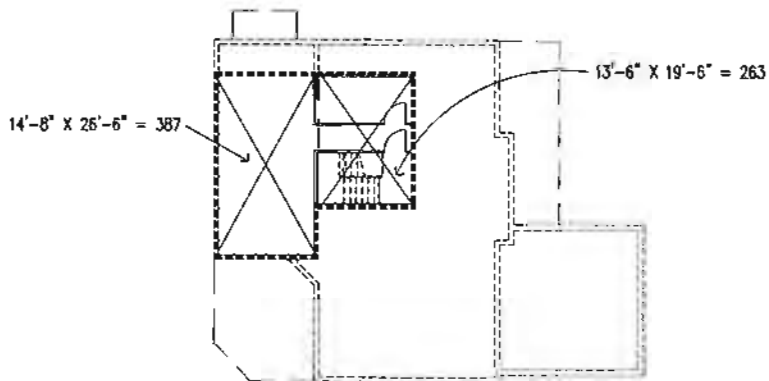
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SECTIONS

PROPOSED RESIDENCE  
 772 HARVARD AVE.  
 MENLO PARK, CA  
 APR:07: 433 270


A-6

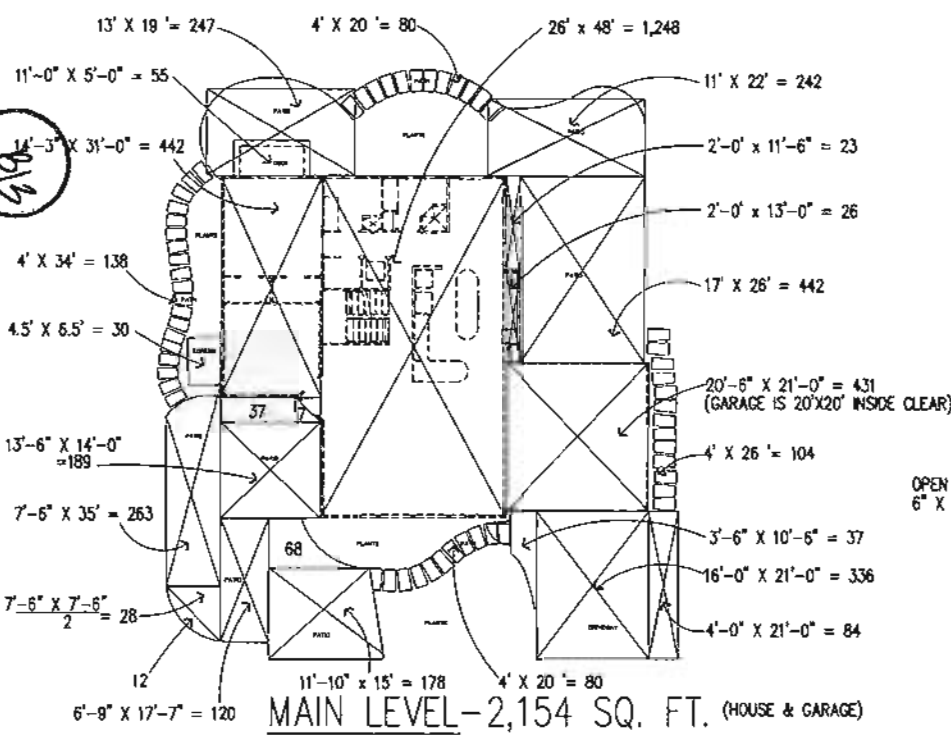
SECTIONS 772 HARVARD AVENUE APPLICANT PHONE (707)763-6662 1/4" = 1'-0" 12-4-2013



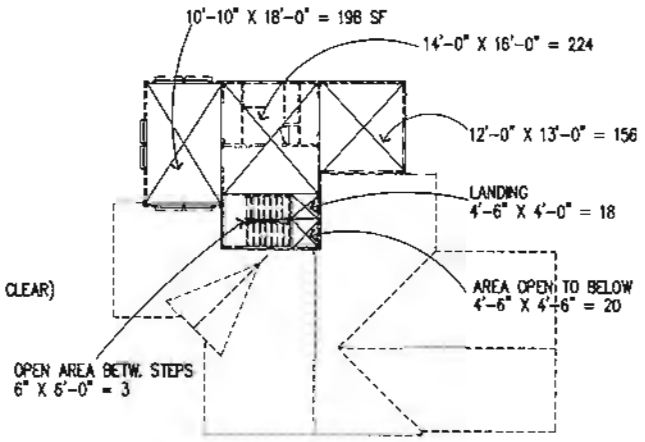
LOWER LEVEL- 650 SQ. FT.

### SUMMARY TABLE

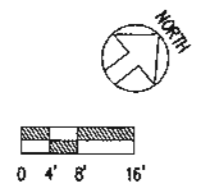
650 S.F.	LOWER LEVEL (BASEMENT)	
1,723 S.F.	MAIN LEVEL (CONDITIONED)	} 2,154 S.F. (TOTAL MAIN LEVEL)
431 S.F.	GARAGE	
619 S.F.	UPPER LEVEL	
2,773 S.F.	TOTAL HOUSE (NOT INCLUDING LOWER LEVEL BASEMENT)	
2,154 S.F.	BUILDING COVERAGE (FOOTPRINT)	
489 S.F.	REAR DECK AND PATIOS	
465 S.F.	RIGHT SIDE PATIO	
1,390 S.F.	DRIVEWAY & FRONT/LEFT SIDE PATIOS	



MAIN LEVEL-2,154 SQ. FT. (HOUSE & GARAGE)



UPPER LEVEL - 619 SQ. FT.



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SQUARE FOOT  
 CALCULATIONS

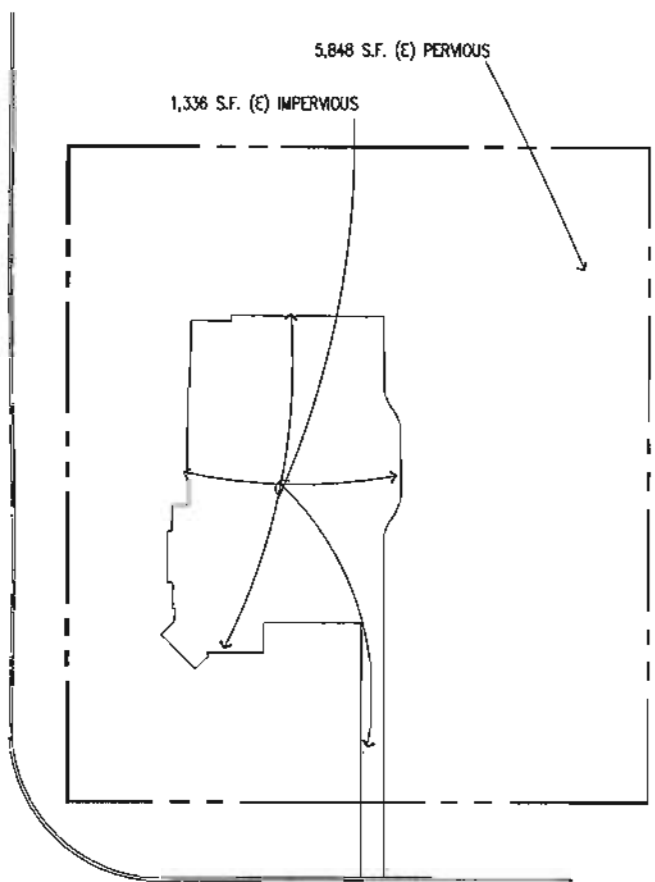
PROPOSED RESIDENCE  
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 MONROE PARK, CA  
 APR-071 433 270

DATE  
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 IN CHARGE  
 SCALE

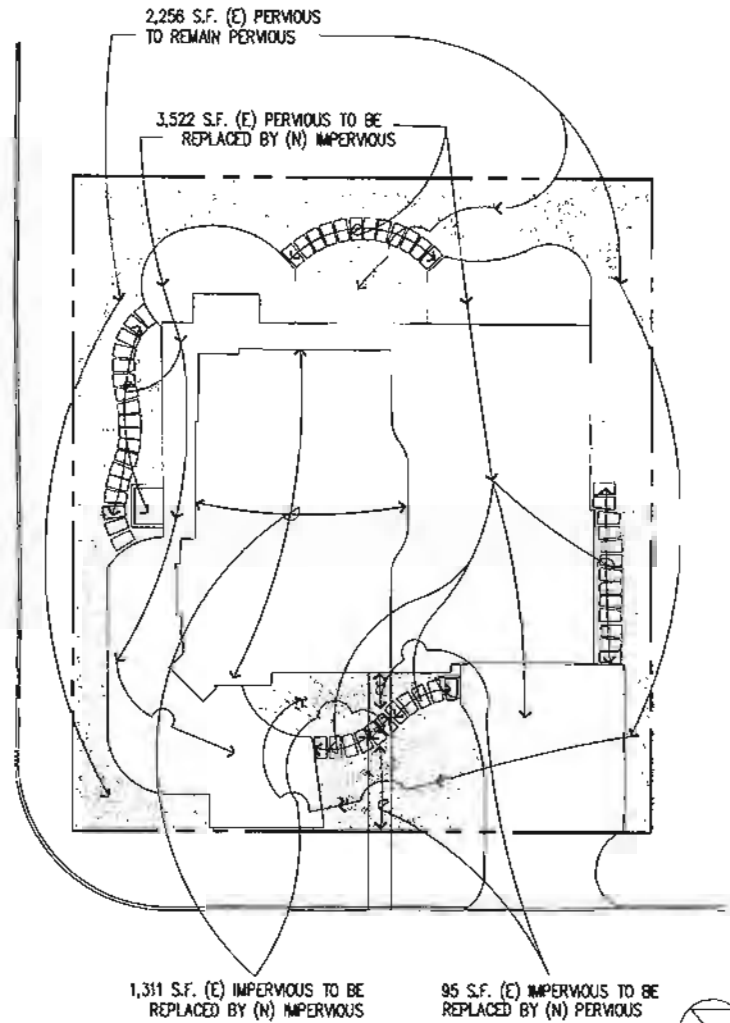
SFC

SQ. FT. CALCULATIONS 772 HARVARD AVENUE APPLICANT PHONE (707)763-6662 1/8"=1'-0" 12-4-13

1/4



7,184 SQ. FT. LDT  
EXISTING PLAN



1,311 S.F. (E) IMPERVIOUS TO BE REPLACED BY (N) IMPERVIOUS  
95 S.F. (E) IMPERVIOUS TO BE REPLACED BY (N) PERVIOUS

PROPOSED PLAN



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IMPERVIOUS AREA  
CALCULATIONS

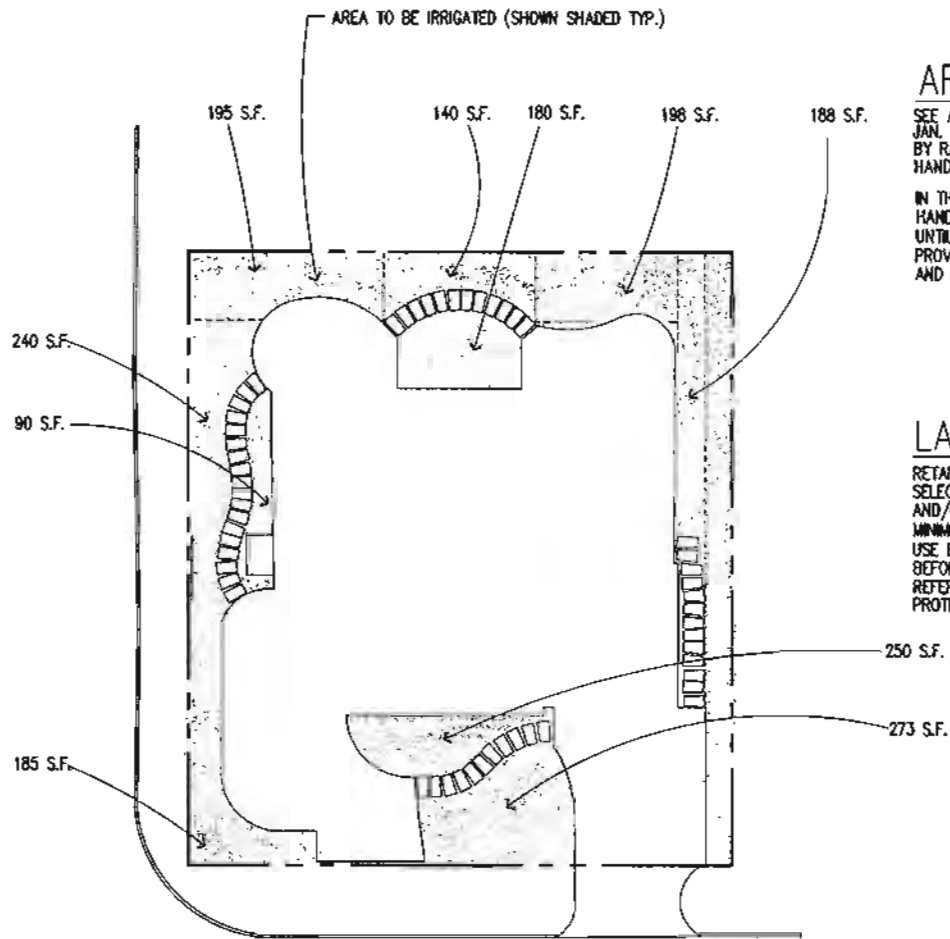
PROPOSED RESIDENCE  
772 HARVARD AVE.  
MENLO PARK, CA  
APN-071 433 270


IMPERVIOUS AREA 772 HARVARD AVENUE APPLICANT PHONE (707)763-6662 1/8"=1'-0" 12-4-2013

IMP



815



PROPOSED IRRIGATED AREA

TOTAL LANDSCAPED AREA TO BE IRRIGATED = 1,939 SQ. FT.

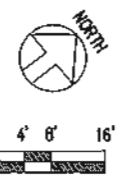
ARBORIST NOTES

SEE ARBORIST LETTER & MEMOS DATED:  
 JAN. 12, 2013, AUG. 5, 2013, DEC. 17, 2013 AND JAN. 20, 2014  
 BY RAY MORNEAU ARBORIST (650)964-7664  
 HAND DIGGING IS REQUIRED WHEN WITHIN THE VICINITY OF TREE ROOTS.

IN THE EVENT OF ROOTS LARGER THAN 1" IN DIAMETER ARE ENCOUNTERED  
 HAND DIGGING WILL BE REQUIRED AND ROOTS ARE TO REMAIN INTACT  
 UNTIL THE PROJECT ARBORIST CAN DO AN ON SITE EVALUATION.  
 PROVIDE TREE PROTECTIVE FENCING (TPF) PLUS ADDITIONAL ROOT ZONE BUFFERING  
 AND PROTECTION FOR AREAS BOTH INSIDE AND OUTSIDE OF THE TPF'S.

LANDSCAPE & SITE NOTES

RETAIN EXISTING VEGETATION AS PRACTICABLE  
 SELECT DIVERSE SPECIES APPROPRIATE TO SITE. INCLUDE PLANTS THAT ARE PEST-  
 AND/OR DISEASE-RESISTANT, DROUGHT TOLERANT, AND/OR ATTRACT BENEFICIAL INSECTS.  
 MINIMIZE USE OF PESTICIDES AND QUICK-RELEASE FERTILIZERS.  
 USE EFFICIENT IRRIGATION SYSTEMS DESIGNED TO MINIMIZE RUNOFF.  
 BEFORE STARTING GRADING PROVIDE TEMPORARY EROSION CONTROL MEASURES  
 REFER TO ARBORIST REPORT FOR TREE PROTECTION AND MAINTENANCE  
 PROTECT ALL STORM DRAIN INLETS IN VICINITY OF SITE WITH FIBER ROLLS OR FILTERS



REVISIONS

© 2013  
 Stephen Chanup  
 Architect  
 Architecture & Site Design  
 104 5TH STREET  
 PETALUMA, CA 94952 (707)763-6662  
 WWW.STEPHENCHANUPARCHITECT.COM

STEPHEN CHANUP, ARCHITECT  
 ARCHITECTURE & SITE DESIGN  
 104 5TH STREET  
 PETALUMA, CA 94952 (707)763-6662  
 WWW.STEPHENCHANUPARCHITECT.COM

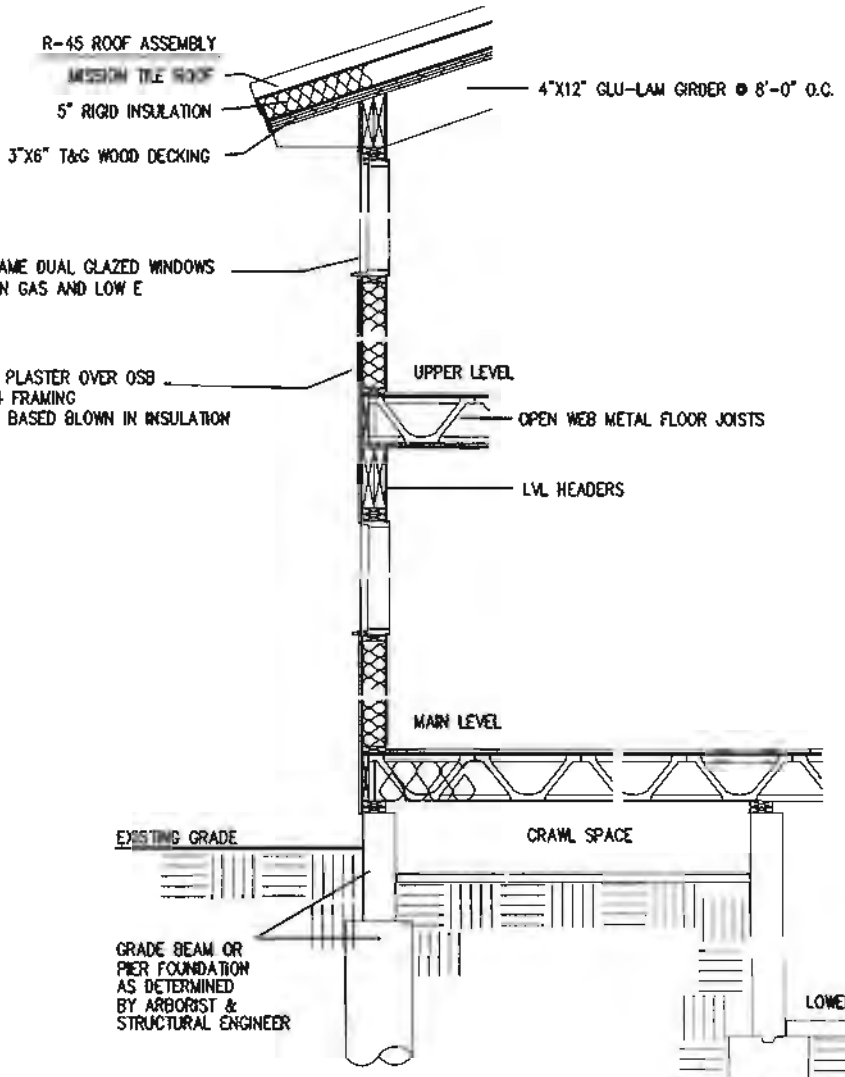
IRRIGATED  
 AREA PLAN

PROPOSED RESIDENCE  
 772 HARVARD AVE.  
 MENLO PARK, CA  
 APR-071 433 270

DATE  
 12-4-2013  
 SCALE  
 AS SHOWN  
 SHEET  
 1/1

IAP

IRRIGATED AREA 772 HARVARD AVENUE APPLICANT PHONE (707)763-6662 1/8"=1'-0" 12-4-2013



TYPICAL WALL SECTION

REVISIONS

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STEPHEN CHARLIP, ARCHITECT  
 ARCHITECTURE & SITE DESIGN  
 104 3TH STREET  
 PETALUMA, CA 94952 (707)763-6662  
 WWW.STEPHENCHARLIPARCHITECT.COM

WALL  
SECTION

PROPOSED RESIDENCE  
 772 HARVARD AVE.  
 MENLO PARK, CA  
 APRIL 07 433 270



WS  
 SHEET

019

SECTION 772 HARVARD AVENUE APPLICANT PHONE (707)763-6662 NOT TO SCALE 12-4-2013

PNW-ISA Certified Tree Risk Assessor #1188  
ISA Certified Arborist #WE-0132A  
www.rmarborist.com  
eMail ray@rmarborist.com

**Ray Morneau**  
• ARBORIST •

550 S. Shoreline Blvd.  
Mountain View, CA 94041-1929  
Tel: 650-964-7664  
Fax: 650-938-1577

**RECEIVED**  
APR 26 2013  
CITY OF MENLO PARK  
BUILDING

**Certified Arborist's  
Pre-Construction Tree Inventory  
&  
Tree Protection Plan**

January 12, 2013

**Prepared for:**  
Elisabeth Segre and  
Marvin  
772 Harvard Avenue  
Menlo Park, CA 94025

**Site:**  
Residential Remodel  
772 Harvard Avenue  
Menlo Park, CA 94025

**Prepared by:**  
**Ray Morneau**  
ISA Certified Arborist #WE-0132A  
PNWISA Certified Tree Risk Assessor #1188

**Contents**

- 1.0 Assignment & Introduction
- 2.0 Discussion with leading summary
  - 2.1 Summary.
  - 2.2 Discussion.
- 3.0 Site Plan, Tree Data, and Data Legend
- 4.0 Tree Preservation Guidelines: Pre-Construction Maintenance
- 5.0 Tree Preservation Guidelines: Tree Protection Measures
  - 2.1 Summary
  - 5.1 Fencing and other root zone protection
  - 5.2 Prohibited Acts & Admonishments/Requirements
  - 5.3 Construction-time Maintenance
- 6.0 Certification





**1.0 Assignment & Introduction**

Elisabeth Segre has retained me to provide the City-required Arborist Report for their project at 772 Harvard Avenue in Menlo Park.

Development Stage	
X	Pre-construction: design phase.
	City Required Inspection/Report
	Demo / Rough Grading / Trenching
	Streets/Utility/Drainage
	Building Construction
	Fine Grading / Landscaping
	Follow-up

The drawing "SP – Site Plan" has been provided for my reference: At our January 12 on-site meeting, we reviewed other record drawings, including foundation and pier details.

**Purpose:** To the extent that the requested information has been developed, this report follows the Community Development Department 3-page handout "Documents Associated with a Complete Plan Submittal" at: [http://www.menlopark.org/departments/bld/dacp\\_submittal.pdf](http://www.menlopark.org/departments/bld/dacp_submittal.pdf). I can be retained to provide follow up memo reports as more project details are developed and can be reviewed.

**2.0 Discussion with leading summary**

**2.1 Summary**

Fourteen (14) trees are associated with this property, either as site trees, municipal street trees, or those just off-site as (nearly) overhanging neighbors' trees. The site plan shows the new house footprint basically in the same location as now existing, between the trees, with the garage-driveway reconfigured to the east corner.

All heritage-size trees are designed around to remain. Of the 14 trees, nine (9) measure heritage size and five (5) are smaller. Summary charts show below:

**Tree Disposition / Inventory Summary**

T #	Name, Common	Trunk Diam.	Overall Condition	Age / Longevity	Heritage Tree?	Keep? or Remove?	Summary Comments ..... ..... (PT = Protected Tree)
1	Oak, Coast Live	28.8"	71% Good	Mature	HT	Keep	Back patio tree, 2-feet to new fdtn. PT
2	Loquat	11.2"	15% V. Pr.	Ovre-mature	No	Keep	Small backyard tree.
3	Oak, Coast Live	9.5"	61% Fair	Mature	No	Keep	Back fence line tree at property line.
4	Oak, Valley	28.1"	68% Fair	Mature	ST-HT	Keep	Street tree at existing driveway. PT
5	Oak, Valley	31.2"	70% Good	Mature	HT	Keep	Heritage oak tree in side yard. PT
6	Pittosporum	10.8"	42% Poor	Over-mature	No	Rem.	Small front yard tree.
7	Pittosporum	11.1"	37% Poor	Over-mature	No	Rem.	Small front yard tree.
8	Bay, California	29.4"	62% Fair	Mature	HT	Keep	Front entry tree with oak #9. PT
9	Oak, Coast Live	28.2"	75% Good	Mature	ST-HT	Keep	Front sreet tree. PT
10	Acacia, Blackwood	9.0"	70% Good	Young	No	Rem.	Small, weedy tree in new driveway.
11	Bay, California	16.7"	78% Good	Mature	HT	Keep	Side yard tree along north fence line. PT
12	Oak, Coast Live	18.7"	67% Fair	Mature	HT	Keep	Side yard tree along north fence line. PT
13	Oak, Coast Live	29.9"	80% Good	Mature	HT	Keep	Side yard tree along north fence line. PT
14	Oak, Coast Live	20.3"	71% Good	Mature	HT	Keep	Side yard tree along north fence line. PT

P2



# Tree Frequency Charts

## Overall Tree Frequency Chart (14)

	Protected = 9					Not Protected = 5
	Heritage-size = 9			Non-Heritage-size = 0		
	Street	Neighbor	On-property	Street	Neighbor	
<b>Total</b>	2	0	7	0	0	5
<b>Keep</b>	2	0	7	---	---	2
<b>Remove</b>	0	0	0	0	0	3

## Overall Condition Chart

Percentage Range	Text Description	Quantity
0%	DEAD	0
1% to 25%	Very Poor	1
26% to 49%	Poor	2
50 % to 70%	Fair	4
71% to 90%	Good	7
91% to 100%	Excellent	0

14

### Sorted Alphabetically by Botanical Name

Acacia, Blackwood	1	<i>Acacia melanoxylon</i>
Loquat	1	<i>Eriobotrya japonica</i>
Pittosporum, Japanese	2	<i>Pittosporum tobira</i>
Oak, Coast Live	6	<i>Quercus agrifolia</i>
Oak, Valley	2	<i>Quercus lobata</i>
Bay, California	2	<i>Umbellularia californica</i>

14

### Sorted by Frequency on Botanical Name

Oak, Coast Live	6	<i>Quercus agrifolia</i>
Pittosporum, Japanese	2	<i>Pittosporum tobira</i>
Oak, Valley	2	<i>Quercus lobata</i>
Bay, California	2	<i>Umbellularia californica</i>
Acacia, Blackwood	1	<i>Acacia melanoxylon</i>
Loquat	1	<i>Eriobotrya japonica</i>

14

### Sorted Alphabetically by Common Name

Acacia, Blackwood	1	<i>Acacia melanoxylon</i>
Bay, California	2	<i>Umbellularia californica</i>
Loquat	1	<i>Eriobotrya japonica</i>
Oak, Coast Live	6	<i>Quercus agrifolia</i>
Oak, Valley	2	<i>Quercus lobata</i>
Pittosporum, Japanese	2	<i>Pittosporum tobira</i>

14

### Sorted by Frequency on Common Name

Oak, Coast Live	6	<i>Quercus agrifolia</i>
Bay, California	2	<i>Umbellularia californica</i>
Oak, Valley	2	<i>Quercus lobata</i>
Pittosporum, Japanese	2	<i>Pittosporum tobira</i>
Acacia, Blackwood	1	<i>Acacia melanoxylon</i>
Loquat	1	<i>Eriobotrya japonica</i>

14





## 2.2 Discussion

The current house will be replaced a little larger on basically the existing general footprint, with the garage and driveway moved to the east corner. This residential site has 14 trees associated with it.

Nine measure up to be "Heritage Trees" (greater than 10- or 15-inch diameter) and five (5) are smaller. All heritage-size trees will remain. All this analysis is charted in the above tables.

Effort was made in the planning stage to work to preserve the heritage-size trees. Besides maintaining critical distances from most of the subject trees, piers will possibly be incorporated in the design phase which could minimize disruption for the trees as shown on the Jan. 4, 2013 drawing titled "Partial Building Section".

Oak #1 is the closest to construction activities, but keeping nearly the same footprint in this tree's root zone area goes a long way toward avoiding new impacts. In anticipation of my questions, the owner has carefully excavated an exploratory trench along the back foundation line, looking for oak root information. That investigative trench was 20-feet long, 2-feet deep. Her many photographs clearly show that no sizeable roots occur in the upper +/- 24-inches of soil. Digging for the 18-inch foundation will not encounter many (if any) roots larger than pencil-size-diameter.

During our 1/12/2013 on-site meeting, Ms. Segre and I discussed the implementation of the tree preservation plan, including: work flow, material storage (new garage area), worker and equipment parking (off-site), buffering root zones outside of tree protection fencing.

We discussed the use of air- and water-permeable surfaces in root zone areas.

Preparatory pruning has already been performed, judiciously removing deadwood and clearance issues – well less than 25% maximum that the City usually allows.

These existing trees would not be expected to have any negative impact on the new house. The resulting project can be expected to have no noticeable impact on the existing trees as well.

This report follows typical tree protection measures commonly used in the City of Menlo Park.

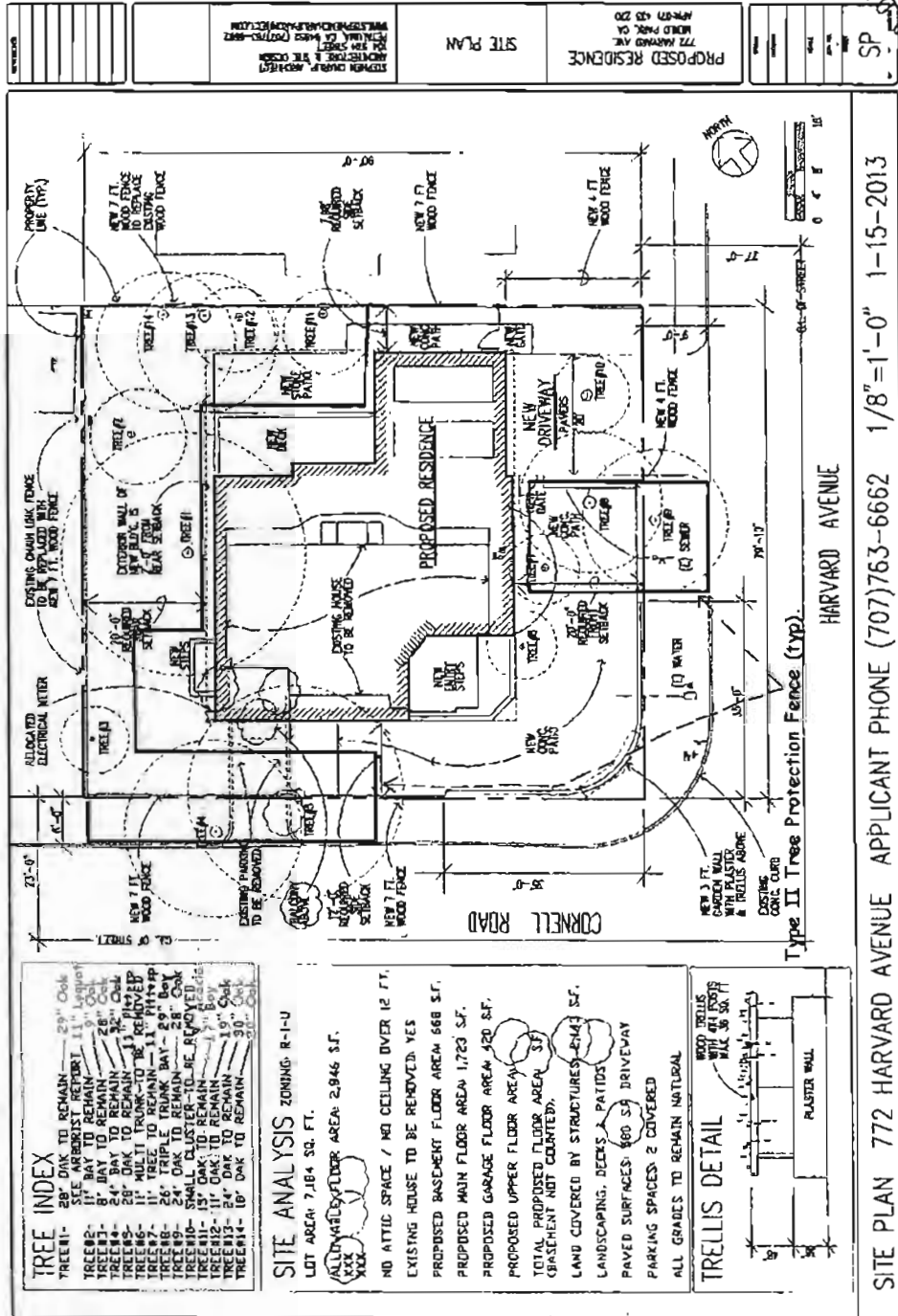
## 3.0 Site Plan, Tree Data, & Data Legend

### 3.1 Plan, with tree numbers per architect's site plan

[next page]



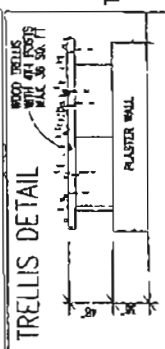
Arborist's Note (January 12, 2013):  
 Trees perfectly located by surveyor as recorded/numbered on architect's drawing (Site Plan dated 1-15-2013)  
 Tree Index adjusted by Ray Morneau, Arborist, to reflect my notes & diameter tape measurements.



**TREE INDEX**

TREE1-1	28" OAK TO REMAIN	29" OAK
TREE1-2	28" OAK TO REMAIN	11" OAK
TREE1-3	11" BAY TO REMAIN	9" OAK
TREE1-4	8" BAY TO REMAIN	28" OAK
TREE1-5	24" BAY TO REMAIN	32" OAK
TREE1-6	28" OAK TO REMAIN	11" OAK
TREE1-7	11" TRUNK TO REMAIN	11" OAK
TREE1-8	11" TRUNK TO REMAIN	11" OAK
TREE1-9	26" TRIPLE TRUNK BAY - 29" BAY	11" OAK
TREE1-10	24" OAK TO REMAIN	28" OAK
TREE1-11	SMALL CLUSTER - TO BE REMOVED	11" OAK
TREE1-12	19" OAK TO REMAIN	11" OAK
TREE1-13	24" OAK TO REMAIN	11" OAK
TREE1-14	10" OAK TO REMAIN	30" OAK

**SITE ANALYSIS ZONING: R-1-U**  
 LOT AREA: 7,164 SQ. FT.  
 ALLOWED FLOOR AREA: 2,946 SF.  
 NO ATTIC SPACE / NO CEILING OVER 12 FT.  
 EXISTING HOUSE TO BE REMOVED. YES  
 PROPOSED BASEMENT FLOOR AREA: 568 SF.  
 PROPOSED MAIN FLOOR AREA: 1,720 SF.  
 PROPOSED GARAGE FLOOR AREA: 420 SF.  
 PROPOSED UPPER FLOOR AREA: 420 SF.  
 TOTAL PROPOSED FLOOR AREA: 1,720 SF.  
 GARMENT NOT COUNTED.  
 LANDSCAPING, DECKS & PATIOS: 4143 SF.  
 PAVED SURFACES: 600 SF DRIVEWAY  
 PARKING SPACES: 2 COVERED  
 ALL GRADES TO REMAIN NATURAL



SITE PLAN 772 HARVARD AVENUE APPLICANT PHONE (707)763-6662 1/8"=1'-0" 1-15-2013

55



3.2 Tree Data (following two pages)

3.3 Data Legend (then following two pages)

3.2 Tree Data

Tree #	Common Name (Botanical Name)	dbh (Diameter at Breast Height)	Crown Radius	Height	Crown Class	% Vigor	% Structure	% Overall	Age / Longevity	Suitability to Preserve	Additional Comments	Protected: ≥15', or >10'-ST-O/H
1	Oak, Coast Live ( <i>Quercus agrifolia</i> )	28.8"	25'	65'	Dom.	65%	77%	71% Good	Mature	High	Prominent specimen: good condition, stable. Exploratory trench near future foundation transect found no roots larger than pencil-diameter. Already pruned for roof clearance years ago. Must not over-prune; in the future remove no more than 5% of current	> 10"
2	Loquat, Japanese ( <i>Eriobotrya japonica</i> )	11.2"	15'	33'	Supp.	15%	15%	15% V. Pr.	Over-mature	Very Low	Co-dominant trunks at 6-feet; back chain link property line fence at 7-feet; history of fireblight fungus and breakage.	No
3	Oak, Coast Live ( <i>Quercus agrifolia</i> )	9.5"	11'	30'	Dom.	58%	65%	61% Fair	Mature	Mod.	At edge of back property line; 19-foot back of curb (Cornell).	No
4	Oak, Valley ( <i>Quercus lobata</i> )	28.1"	40'	58'	Co-dom	66%	70%	68% Fair	Mature	High	Prominent specimen: fair condition, stable. At existing driveway & street curb (broken, lifted), but root flare intact. Foliage crown lop-sided over street. Must not over-prune; in the future remove no more than 5% of current live foliage/buds.	ST, > 10"
5	Oak, Valley ( <i>Quercus lobata</i> )	31.2"	50'	65'	Co-dom	60%	80%	70% Good	Mature	High	Prominent specimen: good condition, stable. Back of curb (Cornell) 8-feet; at existing driveway curb (broken out), but root flare intact. Co-dominant trunks at 10-feet; foliage crown lop-sided over street. Recent pruning for deadwood removal and new ro	> 10"
6	Pittosporum, Japanese ( <i>Pittosporum tobira</i> )	10.8" @ 6"	12'	12'	Supp.	40%	45%	42% Poor	Over-mature	Very Low	Against existing front porch slab. Significantly declining; not worth working around. Should be removed.	No
7	Pittosporum, Japanese ( <i>Pittosporum tobira</i> )	11.1" @ 6"	9'	14'	Supp.	33%	40%	37% Poor	Over-mature	Very Low	At existing front porch; 9-feet to corner of existing house. Severely declining; not worth working around. Should be removed.	No
8	Bay, California ( <i>Umbellularia californica</i> )	29.4" @ 1'	20'	40'	Co-dom	55%	70%	62% Fair	Mature	High	Back of curb (Harvard) 19-feet; three co-dominant trunks at 2-feet; survey stake for side setback at 25-feet.	> 15"

06





9	Oak, Coast Live ( <i>Quercus agrifolia</i> )	28.2"	30'	62'	Co-dom	70%	80%	75% Good	Mature	High	Back of curb (Harvard) 9-feet; co-dominant trunks at 11-feet. Good density & structure, though foliage crown lop-sided over street.	ST, > 10"
10	Acacia, Blackwood ( <i>Acacia melanoxylon</i> )	9" @ 0"	7'	28'	Supp.	60%	80%	70% Good	Young	Very Low	Three stems at ground level (4-, 3-, and 2-inch diameter. Suppressed under Bay #8 and in footprint of new driveway. Species tends to be weedy. Not worth working around; must be removed.	No
11	Bay, California ( <i>Umbellularia californica</i> )	16.7" @ 1'	15'	35'	Co-dom	77%	80%	78% Good	Mature	High	Against side property line fence. Co-dominant trunks at 2- and 5-feet. Many vigorous epicormics.	> 15"
12	Oak, Coast Live ( <i>Quercus agrifolia</i> )	18.7"	15'	48'	Int.	65%	70%	67% Fair	Mature	High	Against side property line fence. Co-dominant trunks at 20-feet. Many vigorous epicormics. Foliage crown lop-sided against oak #13.	> 10"
13	Oak, Coast Live ( <i>Quercus agrifolia</i> )	29.9"	25'	48'	Int.	75%	85%	80% Good	Mature	High	Against side property line fence. Co-dominant trunks at 12-feet. Full foliage crown with good density; well-structured.	> 10"
14	Oak, Coast Live ( <i>Quercus agrifolia</i> )	20.3"	20'	45'	Int.	68%	75%	71% Good	Mature	High	Against side property line fence. Back property line chain link fence at 12-feet. Crowded, lop-sided against oak #13.	> 10"

3.3 Data Legend (then following two pages)

Observations were made and data gathered during my on-site inspections (January 12, 2013). Further conclusions and protection measures were refined from office research, seminar information, and past experience based on those observations and data.

Unless otherwise defined as a limited inventory, all site trees larger than a minimum diameter (usually ≥4-inch) were numbered and inspected. The gathered data was entered into a Microsoft® Excel database. The data is encapsulated into the accompanying

<b>Tree Number:</b>	These trees were already sequentially assigned tree numbers from 1 to 14. A 1" by 3" aluminum tag has be stapled to each tree.
<b>Names:</b>	We employ the initial common names from McMinn, if listed, otherwise from Sunset. Scientific/botanical names are included to minimize confusion. As applicable, we used McMinn's key and/or Sunset's descriptions.

07



<b>DBH</b>	Diameter at Breast Height: This measurement is the trunk diameter measured at the standard height defined by the jurisdiction in which the tree trunk grows. The industry standard is 54 inches above ground level, taken with a standard surveyor's diameter tape, recorded in inches. Exceptions to the 54-inch level are called out in several jurisdictions (to wit: Campbell at 48"; Redwood City between 6" and 36"). For multi-trunked trees, measurements were taken below the lowest branch swelling and/or individual stems at 54 inches, or an average, depending on which height measurement is deemed to produce the best representative figure.
<b>Crown Radius:</b>	The averaged radii's measurement is shown in feet.
<b>Ht (Height):</b>	Estimated distance foliage crown extends above grade, recorded in feet.
<b>Crown Class:</b>	Although all the trees here are classified as codominant, this classification explanation is included for comparison. This helps visualize and assess tree form in the event stand might be altered. Both aesthetics and stability can be changed when adjacent trees are pruned or removed.
	<p>Classifications:</p> <p><u>Dominant</u>: tree canopy standing alone or over companions.</p> <p><u>Codominant</u>: tree canopy blends with, but is crowded by, companions.</p> <p><u>Intermediate</u>: crowded canopy receiving some light from above but little, if any, from sides.</p> <p><u>Suppressed</u>: tree's foliage below surrounding trees' or existing site features.</p>
<b>% Vigor:</b>	Rating for tree's growth and vitality as a blend of elements like leaf or bud size and color, twig growth (elongation), accumulation of deadwood, cavities, woundwood development, trunk expansion (growth "cracks"), etc.
<b>% Structure:</b>	Structure rating for tree's architecture as a composite of factors like branch attachment, lean and balance, effects of prior breakage, crossing-tangled-twisted limbs, codominant trunks and/or branches, decay and cavities, anchorage (roots), etc.
<b>% Overall Condition:</b>	Percentage rating assessing the tree's overall vigor, recent growth, insects/diseases, and structural defects. Relative text rating included in the same cell as: Excellent, Good, Fair, Poor, Very Poor.
	<p>This corresponds to the "Condition Percentage" factor in tree valuations per the Council of Tree and Landscape Appraisers (CTLA) system used by the International Society of Arboriculture. (CTLA, 1992.) It combines foliage, branches, limbs, trunk, and root ratings into a composite condition score. This rating is used in the calculation of these trees' appraised value required by the City of Palo Alto.</p>

DB



<b>Suitability for Preservation:</b>	<p>Considers tree's condition (vigor and structure), longevity/age, adaptability, and aesthetics. This rating takes into account any announced intentions of changes in area/lot use. Degrees: High, Moderate, Low, Very Low.</p> <p><u>High:</u> Tree in great condition and any existing defects or stresses are minor or can be easily mitigated.</p> <p><u>Moderate:</u> Notable vigor and/or stability problems but which can be moderated with treatment &amp;/or increased tree protection zone.</p> <p><u>Low:</u> Significant problems, including shorter life expectancy. Difficult to retain but potential with much larger tree protection zone.</p> <p><u>Very Low:</u> Substantial existing problems, defects, stresses. Unlikely to survive impact of any project.</p>
<b>Comment:</b>	Notes; most obvious defects, insects, diseases or unique characteristics.
<b>Protected ≥15", or ≥10"; ST; O/H</b>	<p>Notation of tree's status as a "Protected Tree" per the Menlo Park Municipal Code, Chapter 13.24. "Heritage Trees": California native oak species 10-inch diameter or greater ("≥10'") and any other tree 15-inch diameter or greater ("≥15'").</p> <p>Additional types of protected trees would be "Street Trees" ("ST"), as they are regulated by the City, and nearby trees on adjacent properties which may become overhanging this project (O/H).</p>

4.0 Tree Preservation Guidelines: Pre-Construction Maintenance notes

- 4.1 Identify a TPZ (Tree Protection Zone) for each tree to remain after the project closes. A TPZ is defined by the jurisdiction in which the project is located to provide above-ground- and root-zone-protection for trees. In the absence of a specific local definition, the TPZ shall be a circle with a radius of 10-feet for every 1-foot of trunk diameter. Within the TPZ shall be identified a CRZ (Critical Root Zone) – a no man's land within which no activity may occur without Project Arborist or City Arborist monitoring and/or sign-off. Unless otherwise specified, the CRZ shall be the larger of 3-foot-radius-circle or a circle with a radius of 1.5-feet for every 1-foot of trunk diameter. For this project at 772 Harvard, the TPZ shall be the area from the trees' trunks to the tips of the out stretched branches. And, the CRZ is defined by the red outline of the TPF (tree protection fence) on the drawing in Section 3.1, above.
- 4.2 Supplemental watering should be provided for trees to remain. A rule of thumb for construction site stressed trees is 10-20 gallons per trunk diameter inch per month, particularly critical during hot weather. This is modified by the Project Arborist on site with root zone inspections and monitoring as water demands will obviously be lower during cool, damp weather. Inspection should find soil between 3" and 18" below grade moist enough for roots to thrive.
- 4.3 No pruning is needed at this time, though pruning to reduce foliage branch endweights could make for better structured trees (in some cases). It looks like sufficient crown raising has already been attained over the house, garage, and driveway. Nevertheless, deadwood removal and endweight reduction is commonly performed to improve existing site and neighboring trees. And, usually project trees benefit from "Crown

(D9)



Cleaning" for deadwood removal and "Crown Thinning" to lighten branch endweights) at sometime before the close of the project. Then the owner has a benchmark against which to compare future status of the trees. All work must conform to published ANSI A-300 Standards

4.4 Approaching project commencement, when the foundations, driveway, and other hardscape features (including trenches) have been staked/located, then some pruning may still be needed. Raising/clearance can be minimized for space to work. Root pruning along the lines within 15-feet on either side of mature trees' trunks can sever roots cleanly, reducing shock to these trees' systems.

Root pruning prior to excavating for driveways, foundations, and other hardscape must usually be done to avoid excessive root damage (rips, tears, shatter, breakage). This is commonly performed with a trencher until 1-inch diameter roots are encountered, at which time the crew continues with exposing larger roots for hand pruning with a sharp saw (hand saw, Sawz-All®, or equivalent). For this project, this can be done by careful hand-digging or air/hydraulic excavation to avoid damaging tree roots.

4.5 All project tree work performed before, during, or after construction is to be done by WCISA Certified Tree Workers under the supervision of an ISA Certified Arborist (or equivalents, if they possess sufficient skill for approval by Project Arborist). This includes all pruning, removals (including stump removals) within driplines of trees to be preserved, root pruning, and repair or remedial measures.

## 5.0 Tree Preservation Guidelines: Tree Protection Measures

NOTE: For this 772 Harvard project, the tree protection zones extend from the trees' trunks to the extent of their out stretched branch tips. The CRZ (critical root zones) are shown as TPF (tree protection fence) outlines in red on the drawing above in Section 3.1.

Caution and care must be used for foundation and base prep excavation ... hand digging and root pruning will be required in areas when encountering roots 1-inch diameter or larger.

5.1 Fencing and other root zone protection is usually specified as a drip-line installation of 6-foot high chain link fence on galvanized drive posts, plus root zone wood chip mulch. However, due to the inevitable myriad project variables, alternatives are frequently allowed – but require careful strategies arranged with and signed off by the Project Arborist or City Arborist.



For this project, when/where that intrusion is allowed, it is best to position the tree protection fencing as near the line of the hardscape as possible, leaving just enough room to work – buffering the remaining root zone with alternative protection.

Must be in place before demolition or any other project site work.

Though generally expected to extend to the dripline, here the TPF can be installed as close to that as possible.

One 24- to 36-inch opening or gate should be left for inspection access to each area. Fence material is to be 6-foot-high chain link fence supported by 8-foot long, 2-inch diameter galvanized fence posts driven 2-feet into the soil.

Where no plant material root zone buffer is growing (e.g. ivy), a wood chip mulch is to be spread evenly to a 4-inch depth from the dripline to 6-inches from the base of the trunk. Taper to existing ground level at the base of the trunk with a slope of about 2:1.

Additional root zone areas requiring protection can be buffered as Project Arborist requires, e.g., if project scope changes. Commonly acceptable buffer materials often include wood chips, crushed rock, plywood, steel trench plates, and/or a combination of such materials. Consult Project Arborist for depth specifications (which vary depending on use of area and/or specific traffic).

Root zone areas to be protected may be modified by the Municipal Arborist or Project Arborist as plans develop.

Warning signs (8.5- by 11-inch) in plastic sleeves (sheet protectors) shall be posted on each fence section at approximately 10- to 20-foot intervals. Use equivalent wording to:

Warning – tree protection fencing – not to be removed or repositioned without Project or City Arborist written approval. Subject to fine per City Municipal Code.

## 5.2 Prohibited Acts & Admonishments/Requirements

5.2.1 No parking or vehicle traffic over any root zones, unless using buffers approved by Project Arborist.

5.2.2 Monitor root zone moisture and maintain as per above.

5.2.3 Have a certified arborist repair any damage promptly.

5.2.4 No pouring or storage of fuel, oil, chemicals, or hazardous materials under these foliage canopies.

5.2.5 No grade changes (cuts, fills, etc.) under these foliage crowns without prior Project Arborist approval. For instance, hand excavation and thinner base prep may be required in some root zone areas.

5.2.6 Any additional pruning required must be performed under arborist supervision – including root pruning – clean, smooth cuts with no breaking, scraping, shattering, or tearing of wood tissue and/or bark.

5.2.7 No storage of construction materials under any foliage canopy without prior Project Arborist approval.



- 5.2.8 No trenching within the critical root zone area. Consult Project Arborist before any trenching or root cutting beneath any tree's foliage canopy. It is best to route all trenching out from under trees' driplines. Often trenches in root zones must be hand excavated to leave roots intact.
- 5.2.9 No clean out of trucks, tools, or other equipment over the critical root zone. Keep this debris outside of any existing or future root zone.
- 5.2.10 No attachment of signs or other construction apparatus to these trees.

**5.3 Construction-time Maintenance**

- 5.3.1 Monitor root zone moisture and maintain as per above (§4.2).
- 5.3.2 Maintain/repair tree protection fences and/or root zone mulch/buffer material.
- 5.3.3 Have a certified arborist promptly repair any damage to trees.
- 5.3.4 Develop the plan for follow-up care so, as the project closes, the care of the trees can be handed over for continuing management by the owner and/or landscape contractor.

**5.4 Post-Construction Follow-Up**

- 5.4.1 Monitor root zone moisture, especially during/following drought//dry seasons. [A dry season is any time more than 60 days elapse since significant rainfall (2-inches or less).]
- 5.4.2 Observe, monitor the trees' status quo and make sound arboricultural decisions based on the on-going results.
- 5.4.3 Perform a walk-around the rainy storm season (~October-November) and again after (~May-June) looking for flags calling out for attention, including breakage/hangers, overly dense growth, presence of insects/disease/"mushrooms", or other damage. Investigate and/or schedule treatment options as needed.
- 5.4.4 Check the root zone mulch to maintain at a 2- o 4-inch depth, not against the trunk. "Fluff" to break up clumps and/or replenish as needed to maintain.

**6.0 Certification**

I certify that all the statements of fact in this report are true, complete, and correct to the best of my knowledge, ability, and belief, and are made in good faith.

Respectfully submitted,

Raymond J. Morneau  
ISA Certified Arborist #WE-0132A  
PNW-ISA Certified Tree Risk Assessor #1188

## Certified Arborist's Memo: Planning Department Comment Response

**Data Date: January 12, 2013**

**Memo Date: August 05, 2013**

**Prepared for:**  
Elisabeth Segre

**Site:**  
Residence  
772 Harvard Avenue  
Menlo Park, CA 94025

**Prepared by:**  
**Ray Morneau**  
ISA Certified Arborist #WE-0132A  
PNWISA Certified Tree Risk Assessor #1188

### 0.1 Assignment & Introduction

Address Planning Department comments/concerns in their comment letter forwarded to me by Ms. Segre pasted into her July 29 e-mail.

There are four bullet points:

- The implications of the basement and associated light well, in particular on Trees #1, 3, and 4. ((the city planner must mean 4 and 5))
- The relationship of the proposed second story and the canopy of Tree #1- i.e., would any substantial limbs need to be cut? ((the canopy does not extend over the house))
- Whether Tree #7 (pittosporum) is proposed to be retained or not (the report recommends removal, but the site plan shows retention. The tree is not heritage size and does not seem to be a notable specimen, so removal generally seems acceptable.
- Any effects of the new paver driveway on Trees #8 and 9.

These were mostly addressed at our January 12 site meeting and/or in my resulting "Pre-Construction Tree Inventory & Tree Protection Plan". I will address each bulleted comment below as sections 1 through 4. This report is based on my review of the site plan dated 7-24-2013 prepared by Stephen Charlip, Architect.



D13



## 1.0 Basement and Lightwell

- 1.1 One would not expect to encounter significant roots for several reasons.
  - A.) The owner excavated an exploratory trench alongside oak #1 and encountered no sizable roots to a depth of 24-inches along the 20-foot-long excavation.
  - B.) The digging the basement by oak #1 is in the other direction from trench in which no roots occur.
  - C.) The oak #3 was probably mistakenly assumed by the planner writing the comments to be near the basement, but it is along the property line.
  - D.) Oak #4 and oak #5 are far enough from the lightwell that no significant roots are expected to be encountered.
  - E.) In the event that roots larger than 1-inch diameter are encountered, hand digging is called for and roots are to remain intact, at least until evaluated by the Project Arborist.
- 1.2 Section 5 of the January 12 "Pre-Construction Tree Inventory and Tree Protection Plan" calls for specific protection with tree protection fencing (TPF) plus additional root zone buffering protection for areas both inside and outside of the TPFs.
- 1.3 All other trees, except pittosporums #6 and #7, are far enough from the basement excavation that no significant roots are expected to be encountered.

## 2.0 Second Story

- 2.1 As indicated in my January 12 "Pre-Construction Tree Inventory and Tree Protection Plan", preparatory pruning has already been performed so that no further significant limbs will need to be pruned off.

## 3.0 Pittosporum #7

- 3.1 Both pittosporums #6 and #7 are identified in my January 12 "Pre-Construction Tree Inventory and Tree Protection Plan" as non-protected small front yard trees. It goes without saying that they will be impacted/stressed. Nevertheless, the decision to preserve or remove is really an owner-decision and there is nothing wrong with experimenting to see if they can survive at least long enough for any added new landscaping to become established.

## 4.0 Paver driveway by bay #8 and oak #9

- 4.1 At the time of our January 12 on-site meeting and arborist's report, the driveway was still in the design stage – and still is, to my knowledge. Nevertheless, the same general rules remain in play as we discussed on January 12 – leave as much root zone undisturbed as possible – the more you disrupt, the more you stress the tree(s).
- 4.2 I am confident that the designer is considering all modern techniques in his potential design to build on top of existing grade without cutting down into the root zones. Though no detail has been communicated on the drawings/plans yet, and I am not an engineer or designer or architect or God, I imagine things being considered include:
  - A.) Reconfigure the hardscape as far as possible from the tree(s) – angle it in, curve it by, bow it around, ramp it over....

D14





- B.) Of course, hand digging is already required when roots are being encountered.
- C.) Shorten the section under the driveway surface – like, instead of 4- to 6-inches of base rock, use less where roots actually occur.
- D.) Reduce or eliminate that section by using biaxial or triaxial geogrid for support and stabilization (e.g. Tensar® BX-1200, or similar). [I know the soils engineers do not like it, but it has been used successfully within (about) a mile of this site.]
- E.) Of course, the “pavers” used must actually be pervious so it/they allow air and water to flow through (e.g., EcoStone®, or similar .... Or GrassPave® or GravelPave® or porous concrete or asphalt, or equivalent).

Needless to say, my January 12 report (“Pre-Construction Tree Inventory and Tree Protection Plan”) is included by incorporation with these responses.

And, if questions arise regarding the patio for the area north of the house (including oak #1’s root zone area), the issues have already been discussed on-site and by e-mail and would be similar to the driveway paver discussion in Section 4, above. There is even another option available that a driveway cannot so easily use, a deck suspended on pier bases or helical screws piles.

Small trees (#15 and #16), with locations which might be added to the architect’s drawings, were not included in my earlier reports/e-mails due to their diminutive size. They are relatively recently planted *Lophostemon conferta* (Brisbane box) and can be included in subsequent reports, if needed/desired.

## 5.0 Certification

I certify that all the statements of fact in this report are true, complete, and correct to the best of my knowledge, ability, and belief, and are made in good faith.

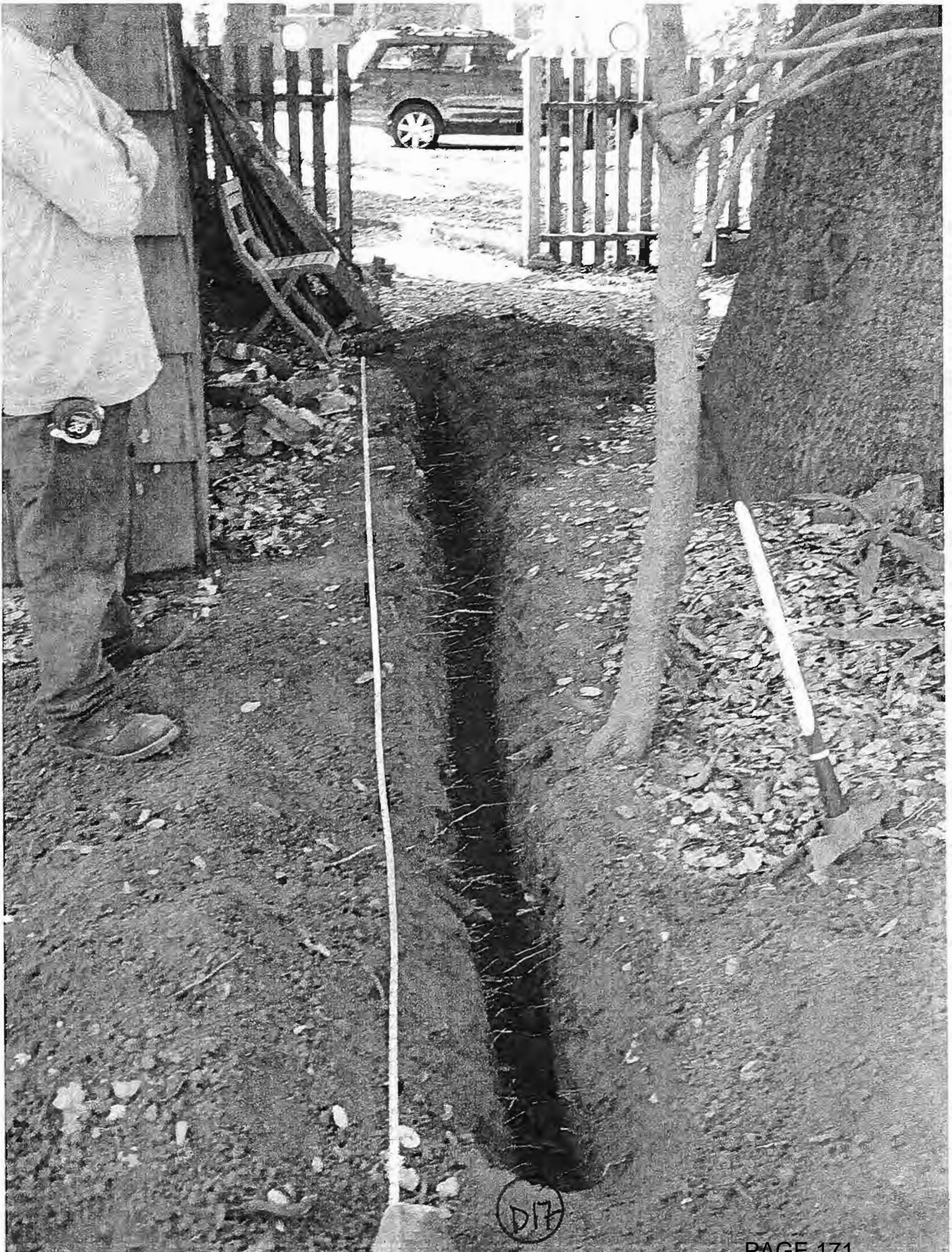
Respectfully submitted,

Raymond J. Morneau  
ISA Certified Arborist #WE-0132A  
PNW-ISA Certified Tree Risk Assessor #1188



D16





D17

RCVD 12/19/13

PNW-ISA Certified Tree Risk Assessor #1188  
ISA Certified Arborist #WE-0132A  
www.rmarborist.com  
eMail: ray@rmarborist.com

**Ray Morneau**  
• ARBORIST •

550 S. Shoreline Blvd.  
Mountain View, CA 94041-1929  
Tel: 650.944.7664  
Mobile: 415.412.1127

# Certified Arborist's Memo: Planning Department Comment Response

**Data Date: January 12, 2013**  
**Memo Date: December 17, 2013**

**Prepared for:**  
Elisabeth Segre  
Marvin Weinstein

**Site:**  
Residence  
772 Harvard Avenue  
Menlo Park, CA 94025

**Prepared by:**  
**Ray Morneau**  
ISA Certified Arborist #WE-0132A  
PNWISA Certified Tree Risk Assessor #1188

## 0.1 Assignment & Introduction

Address Planning Department comments/concerns in their recent e-mails.

## 0.2 Issues Addressed

There are three bullet point items:

- Location of trench by oak #1. Phone conversation with Brian Henry, Menlo Park City Arborist: just need to document where it was performed. Stephen Charlip's drawings now show that location on "PARTIAL SITE PLAN SKETCH DATED 11-25-13 BY STEVE CHARLIP ARCHITECT".
- Concern for the impact of the light well, in particular on oaks # 4 and #5, now has that excavation relocated farther from the trees, as shown on revised drawing, noted above.
- New paver driveway: arborist input needed regarding impact on trees #8 and 9. My August 05, 2013, provides input which bears repeating since the trees have not changed and the situation must be flexible.





I have text-boxed a copy of that input here:

#### 4.0 Paver driveway by bay #8 and oak #9

- 4.1 At the time of our January 12 on-site meeting and arborist's report, the driveway was still in the design stage – and still is, to my knowledge. Nevertheless, the same general rules remain in play as we discussed on January 12 – leave as much root zone undisturbed as possible – the more you disrupt, the more you stress the tree(s).
- 4.2 I am confident that the designer is considering all modern techniques in his potential design to build on top of existing grade without cutting down into the root zones. Though no detail has been communicated on the drawings/plans yet, and I am not an engineer or designer or architect or God, I imagine things being considered include:
- A.) Reconfigure the hardscape as far as possible from the tree(s) – angle it in, curve it by, bow it around, ramp it over....
  - B.) Of course, hand digging is already required when roots are being encountered.
  - C.) Shorten the section under the driveway surface – like, instead of 4- to 6-inches of base rock, use less where roots actually occur.
  - D.) Reduce or eliminate that section by using biaxial or triaxial geogrid for support and stabilization (e.g. Tensar® BX-1200, or similar). [I know the soils engineers do not like it, but it has been used successfully within (about) a mile of this site.]
  - E.) Of course, the “pavers” used must actually be pervious so it/they allow air and water to flow through (e.g., EcoStone®, or similar .... Or GrassPave® or GravelPave® or porous concrete or asphalt, or equivalent).

Needless to say, my January 12 report (“Pre-Construction Tree Inventory and Tree Protection Plan”) is included by incorporation with these responses. Similarly, my comment responses in my August 05, 2013, memo are also incorporated.

#### 0.3 Certification

I certify that all the statements of fact in this report are true, complete, and correct to the best of my knowledge, ability, and belief, and are made in good faith.

Respectfully submitted,

Raymond J. Morneau  
ISA Certified Arborist #WE-0132A  
PNW-ISA Certified Tree Risk Assessor #1188



## Certified Arborist's Memo: Driveway Drawing Revision

**Data Date: January 12, 2013**  
**Memo Date: January 20, 2014**

**Prepared for:**  
Elisabeth Segre  
Marvin Weinstein

**Site:**  
Residence  
772 Harvard Avenue  
Menlo Park, CA 94025

**Prepared by:**  
**Ray Morneau**  
ISA Certified Arborist #WE-0132A  
PNWISA Certified Tree Risk Assessor #1188

### 0.1 Assignment & Introduction

Address recent driveway issues solved by new drawing dated 12-23-13.

### 0.2 Issues Addressed

- I have reviewed the "REVISED DRIVEWAY DRAWING DATED 12-23-13 BY STEVE CHARLIP ARCHITECT".
- Those revisions address one of the points I commented on in two earlier memos (12/17/13, 8/5/13) by reconfiguring the driveway with a curve which moves the driveway edge more distant from trunks of trees bay #8 and oak #9.
- If the owner prefers impervious pavers, I suggest we look at some numbers. The Architect, Mr. Charlip, has more recent experience with the slide rule than I, and his calculations show root zone impacts of 22% for bay #8, and 8% for oak #9.



**Ray Morneau, Arborist**



ISA Certif. #WE-0132A 650.964.7664

If using pervious pavers would only improve conditions by about 22% and 8%, respectively. That would not be considered a substantial savings by most accountings.

So, if the other points like hand-digging, shortening the section, (maybe beefed up rebar, if poured,) and bi-axial geogrid are used, then using impervious surfacing would be acceptable.

Needless to say, my January 12 report ("Pre-Construction Tree Inventory and Tree Protection Plan") is included by incorporation with this review. Similarly, my comment responses in my August 05 and December 17, 2013, memos are also incorporated.

### 0.3 Certification

I certify that all the statements of fact in this report are true, complete, and correct to the best of my knowledge, ability, and belief, and are made in good faith.

Respectfully submitted,

Raymond J. Morneau

ISA Certified Arborist #WE-0132A

PNW-ISA Certified Tree Risk Assessor #1188

**RECEIVED**  
**Certified Arborist's Memos**  
**Combined**

APR 21 2014

**CITY OF MENLO PARK**  
**PLANNING**

**Data Date: January 12, 2013**  
**Memo Dates: thru January 20, 2014**

**Prepared for:**  
Elisabeth Segre  
Marvin Weinstein

**Site:**  
Residence  
772 Harvard Avenue  
Menlo Park, CA 94025

**Prepared by:**  
**Ray Morneau**  
ISA Certified Arborist #WE-0132A  
PNWISA Certified Tree Risk Assessor #1188

## 1. Assignment & Introduction

Address recent driveway issues solved by new drawing dated 12-23-13. Also address Planning Department comments/concerns in e-mails related to the full report.

### 1.1. Issues Addressed

#### 1.2.1 Revised Paver Driveway

- I have reviewed the "REVISED DRIVEWAY DRAWING DATED 12-23-13 BY STEVE CHARLIP ARCHITECT".
- Those revisions address one of the points I commented on in two earlier memos (12/17/13, 8/5/13) by reconfiguring the driveway with a curve which moves the driveway edge more distant from trunks of trees bay #8 and oak #9. Since using pervious pavers would only improve conditions by about 22% and 8% respectively, that would not be considered a substantial savings by most accountings. If the other points like hand-digging, shortening the section, (maybe beefed up rebar, if poured) and bi-axial geogrid are used, then using impervious surfacing would be acceptable.







- Needless to say, my January 12 report (“Pre-Construction Tree Inventory and Tree Protection Plan”) is included by incorporation with this review. Similarly, my comment responses in my August 05 and December 17, 2013, memos are also incorporated.
- At the time of our January 12 on-site meeting and arborist’s report, the driveway was still in the design stage. Nevertheless, the same general rules remain in play as we discussed on January 12 – leave as much root zone undisturbed as possible – the more you disrupt, the more you stress the tree(s). I am confident that the designer is considering all modern techniques in his potential design to build on top of existing grade without cutting down into the root zones.
- Hand digging is already required when roots are being encountered. Shorten the section under the driveway surface – for example, use less than 4- to 6-inches of base rock where roots actually occur.

### 1.2.2 Location of Trench by Oak #1

- Location of trench by oak #1. Phone conversation with Brian Henry, Menlo Park City Arborist: just need to document where it was performed. Stephen Charlip’s drawings now show that location on “PARTIAL SITE PLAN SKETCH DATED 11-25-13 BY STEVE CHARLIP ARCHITECT”.

### 1.2.3 Basement and Light well

- Due to concern for the impact of the light well, in particular on oaks # 4 and #5, that excavation has been relocated farther from the trees, as shown on the revised drawing. In the event that roots larger than 1-inch in diameter are encountered, hand digging is called for and roots are to remain intact, at least until evaluated by Project Arborist.
- Section 5 of the January 12 “Pre-Construction Tree Inventory and Tree Protection Plan” calls for specific protection with tree protection fencing (TPF) plus additional root zone buffering protection for areas both inside and outside of the TPFs.

### 1.2.4 Second Story

- Apropos the relationship of the proposed second story and the canopy of Tree #1, the canopy does not extend over the house. Preparatory pruning has already been done and no further significant limbs will need to be pruned off.

### 1.2.5 Pittosporums #6 and #7

- The two pittosporums, Tree #6 and Tree #7 are to be removed. The trees are non-protected front yard trees that are not heritage size and are not notable specimens, so removal seems generally acceptable.



## 1.2. Certification

I certify that all the statements of fact in this report are true, complete, and correct to the best of my knowledge, ability, and belief, and are made in good faith.

Respectfully submitted,

A handwritten signature in cursive script that reads "Raymond J. Morneau".

Raymond J. Morneau  
ISA Certified Arborist #WE-0132A  
PNW-ISA Certified Tree Risk Assessor #1188

Stephanie Rowen & Brian Schmitz  
114 Cornell Road  
Menlo Park, CA 94025  
415-845-6952

March 9, 2014

Pamela Aguilar  
City Clerk  
City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025

**PAID**  
**MAR 10 2014**  
**CITY OF MENLO PARK**

**RECEIVED**

**MAR 10 2014**

**City Clerk's Office  
City of Menlo Park**

Re: Appeal of Planning Commission Granting of Use Permit for 772 Harvard Avenue

Dear Ms. Aguilar, Planning Commission members and City Council members:

We are appealing the decision of the Menlo Park Planning Commission's approval of a Use Permit for the demolition of the existing residence and construction of a new residence at 772 Harvard Avenue.

We respectfully disagree with the Planning Commission's decision to allow the rear-facing windows on the second story in bedrooms #2 and #3. We strongly feel that our privacy concerns are not addressed by the compromise made by the owner and her architect to raise the sill of the window in bedroom #2. We do not feel that raising the sill of the window from 1'4" from the floor to 3'2" from the floor significantly changes the ability of occupants in these bedrooms to look into our one-story home next door. The rooms in our home affected by this privacy issue are two of our bedrooms and one of our bathrooms, namely those of our children.

At the Planning Commission meeting on February 24, 2014, the majority of the Commissioners shared our concerns about the privacy invasion of these second story windows. One member of our household, Brian Schmitz, was present and voiced his concerns about our household's privacy as well. As above, we feel that the compromise of raising the sill of one of the bedroom windows, namely in bedroom #2, does not significantly change the view into our home.

We ask the Commission and City Council to consider asking the owner and her architect to remove the rear facing windows in bedrooms #2 and #3 for our privacy. The architect's reasoning for this third wall of windows in each bedroom is to allow more light into the rooms. We would argue that keeping these windows would require us to keep the windows of our home shuttered to maintain our privacy. In two of the three rooms on that side of our home, this would be the only window in the room, thus requiring us to use electrical lighting as our main source of light rather than natural light. We would ask that the owner and her architect please remove these rear-facing windows and perhaps consider skylights to improve natural lighting if needed. We would also prefer to have the rear-facing second story bathroom have non-transparent glass in the window if possible.

We have attempted to resolve our concerns with the owner directly, but we have been unable to come to an agreement.

Accompanying this appeal is a check in the amount of \$110 representing the fee charged for appealing the Planning Commission's decision.

If you have any questions, please do not hesitate to contact us.

Thank you.

Yours truly,



Stephanie Rowen & Brian Schmitz

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March 6, 2014

Dear Liz,

As promised, Elisabeth went to the Harvard house and took pictures of Brian’s house from both upstairs bedroom windows and from the attic. It turns out that they recently thinned the existing greenery and thus exposed more of their house to the current views from the Harvard house. The accompanying pictures show that their windows are – at this time - clearly visible from the present house. From these pictures we see that there will be no significant change to their privacy when the new house is constructed.

To further support this, consider the following table that compares the existing windows to the windows that will be in the new house. It is important to note that the current bedroom and attic windows are in approximately the same location as bedroom #3 and the bathroom of the new house. The square footage of new glass in this location will in fact be smaller than what is currently there. Since bedroom #2 is significantly further away from their house, it is clear that the view from that location will be much less clear.

Current House		New House	
Bedroom near Cornell	15 ft <sup>2</sup> of window	Bedroom #3	24 ft <sup>2</sup> of window
Bedroom away from Cornell	15 ft <sup>2</sup> of window	Bathroom	12 ft <sup>2</sup> of window
Attic	9 ft <sup>2</sup> of window	Bedroom #2	30 ft <sup>2</sup> of window

Our neighbors have presented their concerns about privacy twice before. Each time we tried to appease them, first with promises of greenery and then with smaller windows. Each time they appeared to be satisfied but then they moved the goal posts. Despite the fact that the current design received unanimous approval from the design committee and that - during that meeting - we responded to the privacy issue by agreeing to raise the sill height of the window in bedroom #2, our neighbor responded by recently requesting that we remove all three windows from the rear upper level design. In our opinion this is an unreasonable request.

To reiterate, the existing exposure of their house to views from the bedroom and attic windows of the current house is about the same as what it will be with the new design and so it is difficult for us to understand what they are complaining about. Their exposure will be the same whether we build or not. Their problem will be much better dealt with by appropriate landscaping on both properties.

Best regards,

Elisabeth and Marvin

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APR 21 2014

**CITY OF MENLO PARK  
PLANNING**





View of the existing house from Cornell Ave. showing two sets of bedroom windows and the attic window



2013 view of the neighbors' house from our back window before greenery was thinned out. Clearly it is not easy to see the windows, showing that landscaping can help with the privacy issue.





March 2014 view of building with greenery thinned out. Clearly their exposure to the new building will not be significantly changed.



April 15, 2014

Today, April 15, we took these two photos of the views of the neighbors' property. They have recently cut back even more greenery, thus exposing more of their house. It is hard to reconcile these changes with their insistence that we have no windows on the second story of the back of the new house in order to protect their privacy.

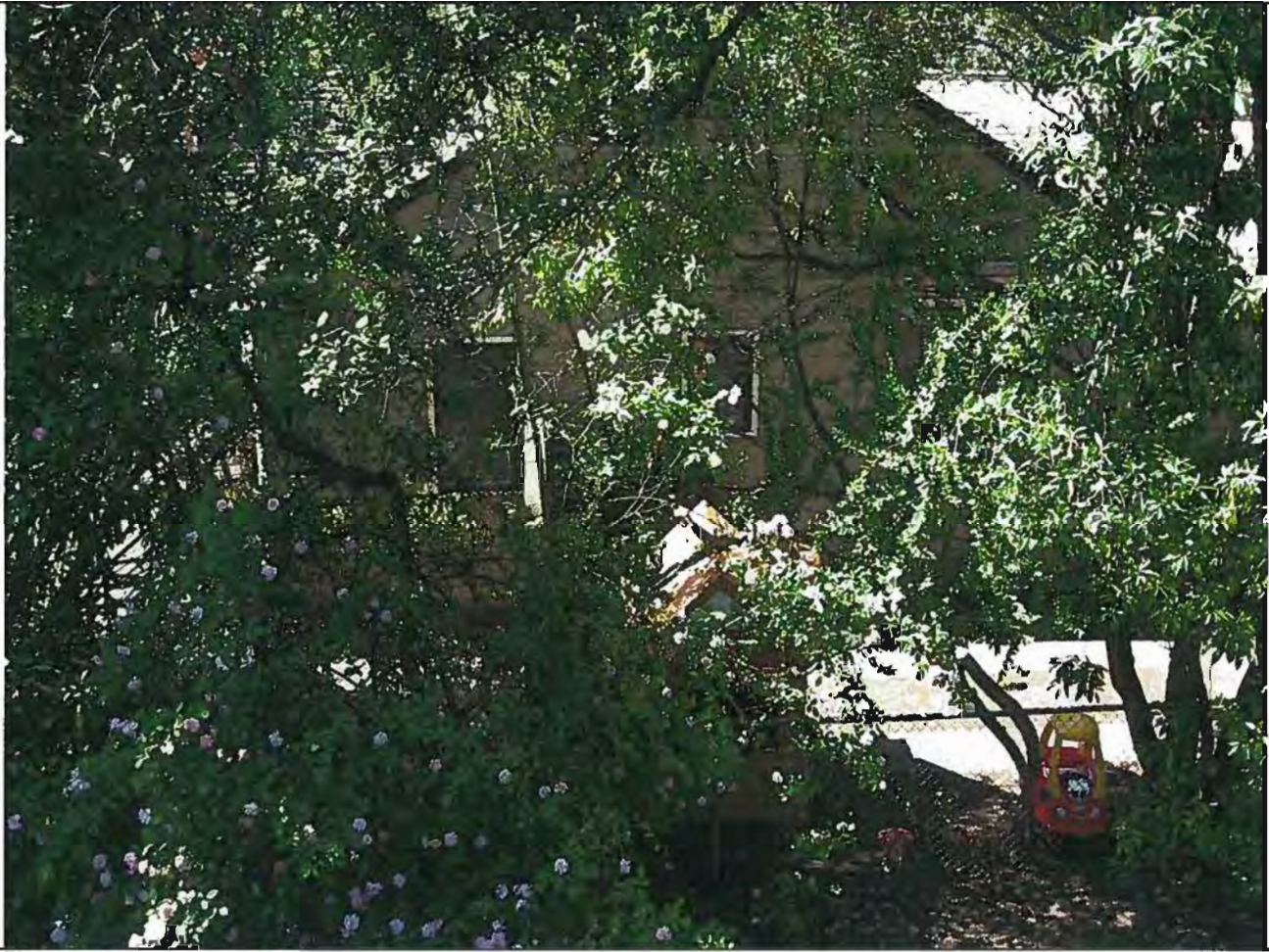
Thank you,

Elisabeth Segre' and Marvin Weinstein



April 15, 2014 view from the backyard at floor level





April 15, 2014 view from the attic window

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## PUBLIC WORKS DEPARTMENT

Council Meeting Date: May 6, 2014  
Staff Report #: 14-076

Agenda Item #: F-1

**REGULAR BUSINESS:**                    **Adopt a Resolution Authorizing the Installation of Stop Signs at the Northerly and Southerly Ends of Wallea Drive at San Mateo Drive**

---

### RECOMMENDATION

Adopt a resolution authorizing the installation of stop signs at the northerly and southerly ends of Wallea Drive at San Mateo Drive in accordance with Attachment B.

### BACKGROUND

Wallea Drive and San Mateo Drive are residential roadways. No speed limit signs are currently posted on Wallea Drive and on the segment of San Mateo Drive between Santa Cruz Avenue and Middle Avenue but both streets, being residential in nature, have a prima facie speed limit of 25 mph. There are currently no centerline striping on Wallea Drive and on this segment of San Mateo Drive. Both roadways do not have standard curb, gutter, and sidewalk but have valley gutters and paved shoulders. There are no Class II bike lanes on either Wallea Drive or this segment of San Mateo Drive but bicyclists were observed using both roadways to go to and from the bike bridge at the southerly end of San Mateo Drive.

Currently, there are no traffic controls at either end of Wallea Drive and San Mateo Drive. Both intersections do not appear to be distinctly T-intersections. At the northerly end, Wallea Drive meets San Mateo Drive at almost 90 degrees; however, at the southerly end, Wallea Drive meets San Mateo Drive at an acute angle.

### ANALYSIS

At its August 8, 2007 meeting, the Transportation Commission considered the staff's recommendation to install stop signs at the northerly and southerly ends of Wallea Drive at San Mateo Drive. The recommendation was in response to complaints from drivers and residents about the traffic safety concern due to driver's confusion at the intersection of Wallea Drive and San Mateo Drive, near Middle Avenue. Staff made this recommendation to the commission for the following reasons:

- Even though there were no reported collisions at these two intersections for the three-year period between September 2003 and September 2006, there had

been reports of near collisions at the southerly end of Wallea Drive at San Mateo Drive from residents as well as from drivers.

- At both intersections, especially at the southerly end, field observations indicated that due to existing landscaping, drivers have restricted field of vision
- Yield signs are not recommended as the appropriate control device at these intersections because yield signs are not typical for low volume local roadways. They are typically used on entrances to higher volume roadways with a longer amount of sight distance available for drivers to make decisions.

Public outreach was achieved by staff mailing neighborhood meeting flyers regarding this item to the impacted residents two weeks prior to this Transportation Commission meeting. E-mails received by staff from residents who could not come to this meeting indicated support for yield signs at the intersections. There were seven people from the public who spoke before the Transportation Commission at this meeting and indicated that staff's recommended stop signs were not necessary and that yield signs should be the more appropriate traffic control device. Ultimately, the Transportation Commission passed a motion 5-1, with one commissioner dissenting, that yield signs be installed on Wallea Drive at its northerly and southerly intersections with San Mateo Drive and that any shrubberies within the 30-foot triangular area in the corner property at the southerly end be trimmed to maximum height of 3 feet.

On February 26, 2014, staff received an e-mail from a San Mateo Drive resident about her near collision experiences with southbound Wallea Drivers at the southerly end of Wallea Drive and San Mateo Drive and inquired about the Transportation Commission's previous recommendation for yield signs at the intersections of Wallea Drive with San Mateo Drive. With staff and commission turn-over the item was never finalized following the 2007 meeting.

Subsequently, on April 9, 2014, at the Transportation Commission meeting, staff brought forth this item so that the Commission could revisit and re-consider staff's previous recommendation of installing stop signs at both intersections of Wallea Drive with San Mateo Drive to address the safety concerns at these intersections. Staff reiterated its position that it would only support stop signs per the California Manual on Uniform Traffic Control Devices (CA-MUTCD), stop signs are the more appropriate traffic control devices than yield signs. In addition, with regards to enforcement, staff indicated that yield signs are more difficult to enforce.

Public outreach was achieved by staff mailing neighborhood meeting flyers regarding this item to the impacted residents two weeks prior to this Transportation Commission meeting. E-mails received by staff from residents who could not come to this meeting had responses varying from doing nothing to supporting stop signs to not supporting stop signs but yield signs. There were seven residents from Wallea Drive and San Mateo who were present at this meeting and indicated that they opposed the staff's recommendation for stop signs. Ultimately, the commission passed a motion, 5-1, with

one commissioner dissenting, to recommend the installation of stop signs at both intersections of Wallea Drive with San Mateo Drive.

On April 22, 2014, staff sent a meeting flyer inviting residents to the May 6, 2014 Council Meeting to discuss this item.

## **IMPACT ON CITY RESOURCES**

Sufficient funds are available in the operating budget designation for the City's signing and striping program for the installation of the stop signs and posts and appurtenant striping and pavement markings on Wallea Drive at its intersections with San Mateo Drive.

## **POLICY ISSUES**

The installation of stop signs on Wallea Drive at its intersections with San Mateo Drive is consistent with several policies in the 1994 City General Plan Circulation and Transportation Element, which seeks to maintain a circulation system using the Roadway Classification System that will provide for a safe and efficient movement of people and goods throughout Menlo Park for residential and commercial purposes.

## **ENVIRONMENTAL REVIEW**

The installation of stop signs on Wallea Drive at its intersections with San Mateo Drive is categorically exempt under Class I of the current State of California Environmental Quality Act Guidelines. Class 1 allows for minor alterations of existing facilities, including existing highways and streets, sidewalks, gutters, bicycle and pedestrian access, and similar facilities as long as there is negligible or no expansion of use.

## **PUBLIC NOTICE**

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

## **ATTACHMENTS**

- A. Resolution
- B. Layout of San Mateo Drive Showing Proposed On-Street Parking Restrictions
- C1. Sight triangle for the northerly end of San Mateo Drive at Wallea Drive (no traffic control on either roadway)
- C2. Sight triangle for the northerly end of San Mateo Drive at Wallea Drive (stop control on Wallea Drive)

- D1. Sight triangle for the southerly end of San Mateo Drive at Wallea Drive (no traffic control on either roadway)
- D2. Sight triangle for the southerly end of San Mateo Drive at Wallea Drive (stop control on Wallea Drive)

Report prepared by:

*René Baile*

*Transportation Engineer*

*Jesse T. Quirion*

*Transportation Manager*

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE NORTHERLY AND SOUTHERLY ENDS OF WALLEA DRIVE AT SAN MATEO DRIVE**

WHEREAS, staff received complaints from drivers and residents about traffic safety concerns due to drivers' confusion at the intersection of Wallea Drive and San Mateo Drive, near Middle Avenue; and

WHEREAS, at the August 8, 2007 Transportation Commission meeting, the commission heard this traffic safety concern and ultimately, passed a motion, 5-1, with one commissioner dissenting, not to support staff's recommendation for the installation of stop signs but recommend the installation of yield signs on Wallea at its northerly and southerly intersections with San Mateo Drive and that any shrubberies within the 30-foot triangular area in the corner property at the southerly end be trimmed to maximum height of 3 feet; and

WHEREAS, due to a February 26, 2014 e-mail received by staff from a San Mateo Drive resident of traffic safety incidents at the southerly end of Wallea Drive with San Mateo Drive, at the April 9, 2014 Transportation Commission meeting, the commission considered the staff's recommendation of installing stop signs at both ends of Wallea Drive with San Mateo Drive and ultimately passed a motion, 5-1, with one commissioner dissenting, to support staff's recommendation for the installation of stop signs at both ends of Wallea Drive with San Mateo Drive; and

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

NOW, THEREFORE, BE IT RESOLVED, the City Council of Menlo Park does hereby authorize the installation of stop signs at the northerly and southerly ends of Wallea Drive with San Mateo Drive.

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 sixth day of May, 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 sixth day of May, 2014.

---

Pamela Aguilar  
City Clerk



LAYOUT OF PROPOSED STOP SIGNS ON WALLEA DRIVE AT SAN MATEO DRIVE

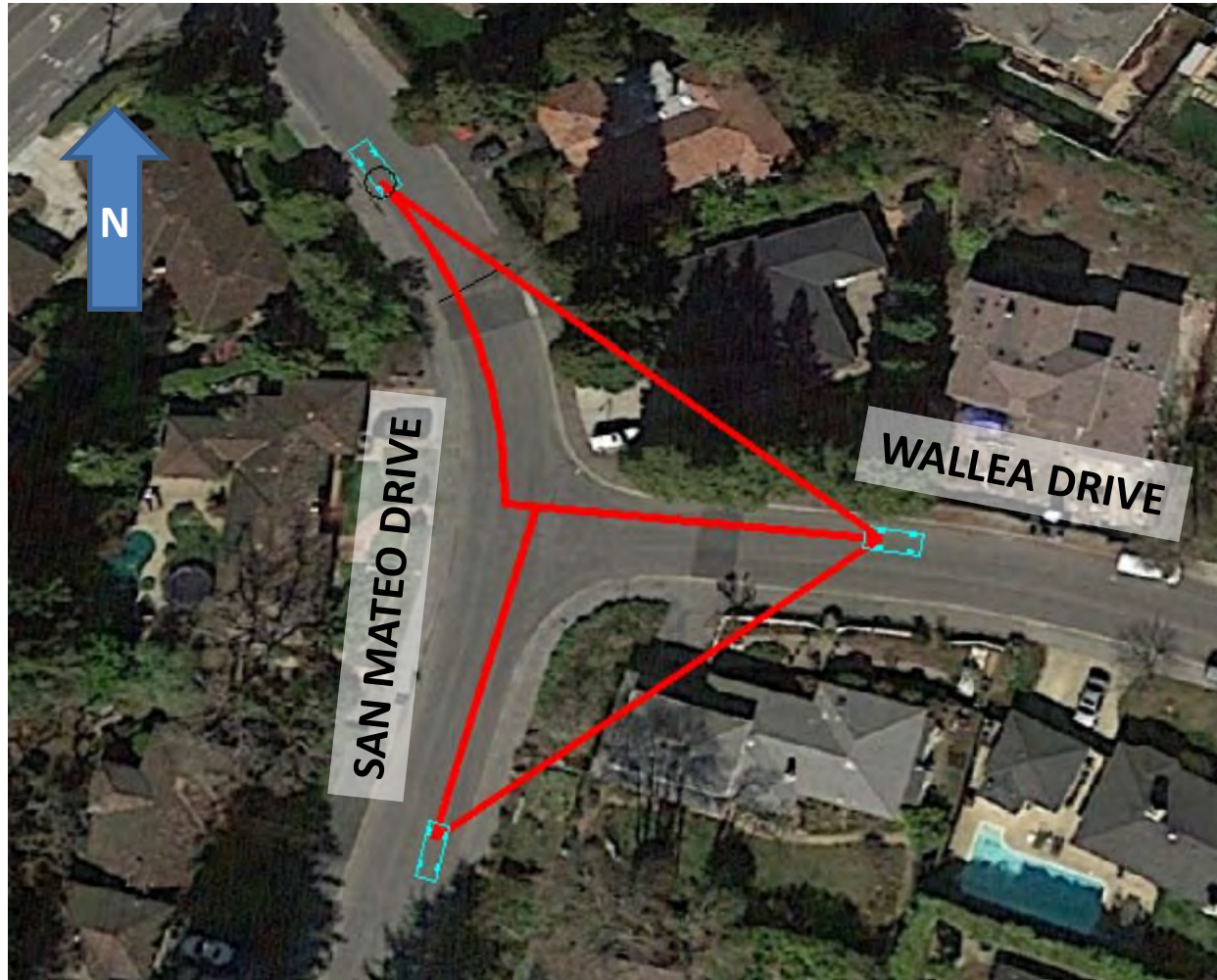


 STOP SIGNS ON WALLEA DRIVE

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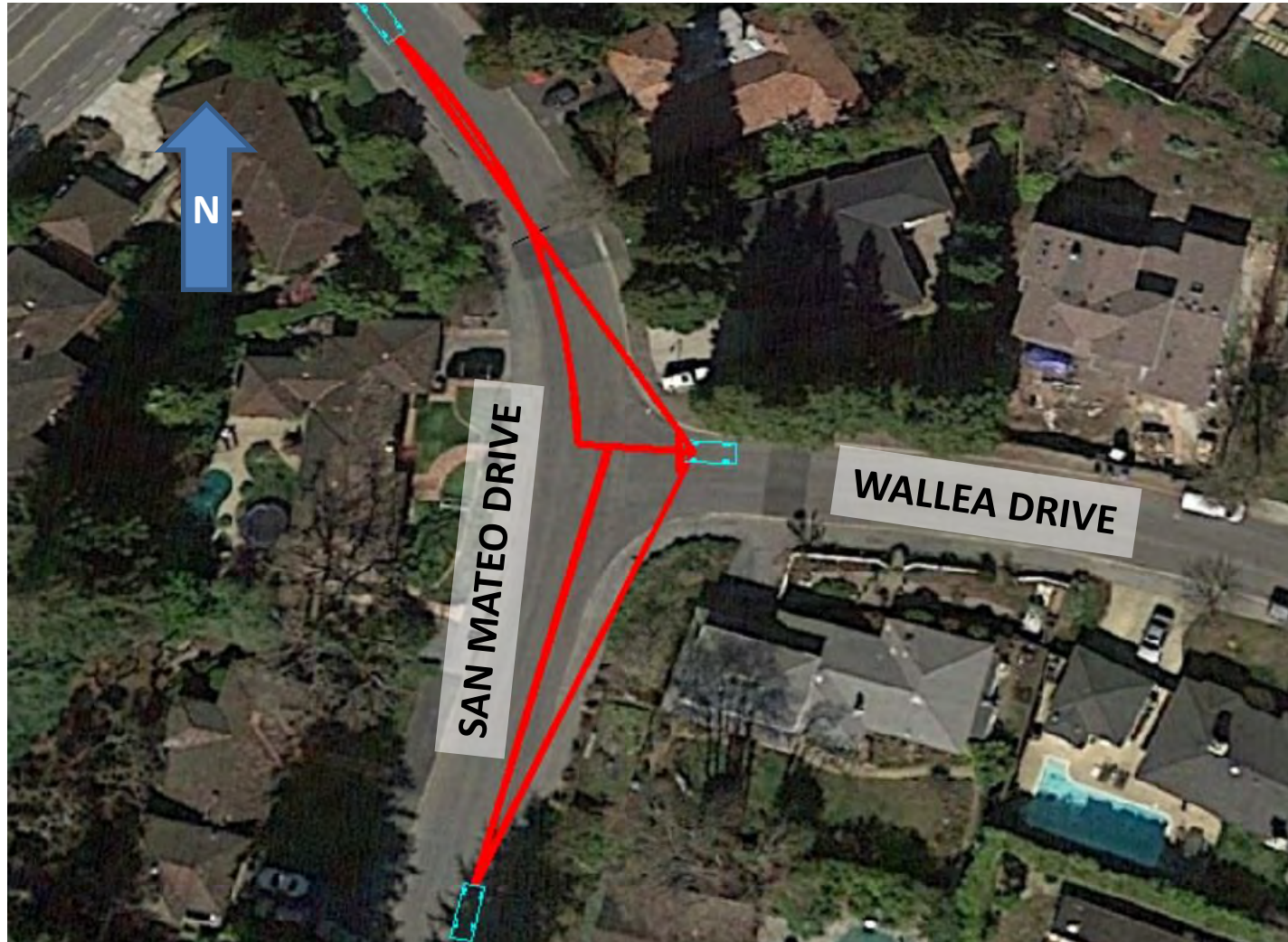
**SIGHT TRIANGLES AT NORTHERLY END OF SAN MATEO DRIVE AND WALLEA DRIVE (NO TRAFFIC CONTROL ON EITHER ROADWAY)**



— SIGHT TRIANGLE FOR 25 MPH VEHICLE SPEED ON SAN MATEO DRIVE PAGE 195

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**SIGHT TRIANGLES AT NORTHERLY END OF SAN MATEO DRIVE AND WALLEA DRIVE (STOP CONTROL ON WALLEA DRIVE)**



**—** SIGHT TRIANGLE FOR 25 MPH VEHICLE SPEED ON SAN MATEO DRIVE PAGE 197

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**SIGHT TRIANGLE AT THE SOUTHERLY END OF SAN MATEO DRIVE AND WALLEA DRIVE (NO TRAFFIC CONTROL ON EITHER ROADWAY)**



— SIGHT TRIANGLE FOR 25 MPH VEHICLE SPEED

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**SIGHT TRIANGLE AT SOUTHERLY END OF SAN MATEO DRIVE AND WALLEA DRIVE  
(STOP CONTROL ON WALLEA DRIVE)**



**—** SIGHT TRIANGLE FOR 25 MPH VEHICLE SPEED ON SAN MATEO DRIVE PAGE 201

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## OFFICE OF THE CITY MANAGER

Council Meeting Date: May 6, 2014  
Staff Report #: 14-077

Agenda Item #: F-2

**REGULAR BUSINESS:**                    **Approve by Resolution a Memorandum of Agreement Regarding Funding to Share in the Cost of an Animal Care Shelter on Airport Boulevard in San Mateo to Serve Menlo Park and Other Local Municipalities**

### RECOMMENDATION

Staff recommends that the City Council approve by resolution a Memorandum of Agreement with the County of San Mateo to fund construction costs for a new animal care shelter in San Mateo.

### BACKGROUND

At its April 1, 2014 meeting, the City Council considered a request by San Mateo County to adopt a resolution to participate in a joint funding agreement with 19 other cities within the County to finance a new animal shelter. The original staff report is provided as Attachment 1. Council continued the matter requesting additional information relating to the mechanics of the proposed agreement, ownership of the new facility and concerns expressed as to the quality of the services provided.

Briefly, all the incorporated cities in San Mateo County currently contract their individual responsibility to provide local animal control field and sheltering services to the County of San Mateo. The County of San Mateo has in turn, contracted with the Peninsula Humane Society (PHS) to provide the service. PHS is the only viable provider of animal care and field services in the County. The present shelter facility old and has been determined to be inadequate to meet the modern needs of animal care.

The County's current agreement with PHS expires on June 30, 2015 and the County are about to initiate negotiations for a renewal. A sub-committee from the San Mateo County City Managers group is working with the County to negotiate a new service agreement with PHS.

Representatives from the Animal Control Services have reported that each city within the County has approved the agreement. Menlo Park is the final agency awaiting action. The Director of Health from San Mateo County will be present to address any Council questions or concerns.

## ANALYSIS

City Managers consider the provision of policy options critical to good policy development. Unfortunately, the City has very limited practical options available. Under California State law, cities are required to provide a minimum level of animal care and control services. Historically, contracting with San Mateo County has proven to be a viable solution as the City of Menlo Park has repeatedly renewed the service agreement. The County is now requesting additional funds to build a new, albeit smaller, shelter to be shared countywide.

It is clear that in the current contract rates structure, the County failed to depreciate the current shelter facility and reflect those costs in the current operating rates. Therefore, over time, neither the cities nor County have been paying for the replacement/capital related to the facility.

This historical “underpayment” results in the need to raise capital to construct a new modern and more efficient shelter facility. Based upon a countywide predetermined formula, the City of Menlo Park will pay up to an additional \$31,769 per year for 30 years to fund its portion of the new facility, if approved by the Council.

While this request focuses on a capital funding need, there is an inherent spill-over into the service agreement negotiated between the County and the Peninsula Humane Society. Saying “no” to one has a direct effect on the other.

Here are the options:

1. Approve the proposed funding agreement and:
  - a. join the other 19 cities within the County to continue to provide shared animal control and shelter services; or
  - b. notify the County of the City’s intent to search for a new service provider.
2. Reject the proposed funding agreement and:
  - a. immediately begin to search for a new service provider.

Option 1a is the staff recommendation maintaining the animal care and control operation intact and financing the City’s share of a new shelter.

Option 1b would keep the City with the County program and require us to pay the capital cost until such a time that the City is able to secure the animal care and control services from another provider. The Proposed Agreement allows the City to provide notice of termination to the County without financial penalty.

The current service agreement expires in 2015 and would offer a short window of time in which to identify a qualified service provider. The terms of a subsequent agreement are not known at this time.

Option 2a would put the City on a certain timeline to find a new service provider. The two known and relatively local operators of these services include:

- Silicon Valley Animal Control Authority, located in Santa Clara, is a joint powers authority whose members include the cities of Santa Clara, Mountain View, Campbell, and Monte Sereno. Cyclically, a number of agencies in San Mateo County and Santa Clara counties have explored joining SVACA. In 2012, the City of Mountain View left its animal control contractor and joined SVACA. In 2010, the City of Redwood City explored joining, but for financial reasons, opted to remain with the County program.
- Palo Alto Animal Control is provided by the City of Palo Alto and located there. Presently, the cities of Los Altos and Los Altos Hills contract with the City of Palo Alto for their animal control services. Mountain View previously contacted series with Palo Alto.

Both have been contacted as to the potential to extend the service with neither committing at this time to do so.

If this option is selected, negotiating a new agreement with a provider will need to be done quickly since the City of Menlo Park would need to give notice to the County of its intent to withdraw from the program no later than June 30, 2014. Such a compressed timeline would likely reduce the City's ability to effectively negotiate a favorable service and financial terms.

### **IMPACT ON CITY RESOURCES**

The City's proposed allocation for animal control services in the upcoming FY2014-2015 budget is \$260,029, which covers the mandated animal control field and sheltering services. The City's need to appropriate its share of the new facility would occur once the new facility was operational (estimated to be in Fiscal Year 2015-16).

### **POLICY ISSUES**

Approval of this agreement would preserve the City's ability to continue its existing participation in the San Mateo County shared services model for providing animal control services.

### **ENVIRONMENTAL REVIEW**

There is no environmental review required for this action.

### **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. Original April 1, 2014 Staff Report and related attachments

Report prepared by:  
*Alex D. McIntyre*  
City Manager

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## OFFICE OF THE CITY MANAGER

Council Meeting Date: April 1, 2014  
Staff Report #: 14-055

Agenda Item #: F-2

**REGULAR BUSINESS:**                    **Approve by Resolution a Memorandum of Agreement Regarding Funding to Share in the Cost of an Animal Care Shelter on Airport Boulevard in San Mateo to Serve Menlo Park and Other Local Municipalities**

### RECOMMENDATION

Staff recommends that the City Council approve by resolution a Memorandum of Agreement with the County of San Mateo to fund construction costs for a new animal care shelter in San Mateo.

### BACKGROUND

All cities in San Mateo County, including Menlo Park, currently contract out their individual responsibility to provide local animal control field and sheltering services to the County of San Mateo. This is done via an animal control services agreement, typically for a term of three to five years at a time. Menlo Park last adopted a contract extension on May 21, 2011, and extended its service commitment to June 30, 2015.

For the past 62 years, the County of San Mateo has in turn contracted with the Peninsula Humane Society (PHS) to provide the service which covers all twenty cities and all unincorporated areas of the County. This shared services model, centralized through the County as the lead agency, allows for the costs of these services to be allocated based on each jurisdiction's proportionate usage.

Animal control services are currently provided by PHS in a 45,000 square foot building located at 12 Airport Boulevard in San Mateo. The building is owned by PHS and sits on land owned by the County, which is leased to PHS at a nominal rate. In 2011, PHS moved its charitable functions, such as animal adoption, from the Airport Boulevard shelter location to its new, recently constructed 57,000 square foot building on Rollins Road in Burlingame. The animal control functions – those tasks for which the County contracts – remain at the Airport Boulevard shelter. Those functions include: receiving and housing stray animals; serving as the location for the public when looking for lost pets or surrendering unwanted animals; sheltering animals; spay/neuter clinic; and vaccination clinic. Licensing, micro-chipping, veterinary care and animal behavior work are performed at both locations.



The County has determined that the existing shelter is, at a minimum, in need of significant repairs. Under the terms of the current agreement, starting in FY2012-2013 all jurisdictions agreed to share in the cost of necessary maintenance and repairs to the Airport Boulevard shelter up to \$50,000 per year. PHS leadership has stated that it will be reluctant to renew the agreement with the County (and therefore member cities) when it expires in 2015, if the new agreement does not include a plan to address the current condition of the Airport Boulevard shelter.

## **ANALYSIS**

The San Mateo County Department of Public Works conducted inspections of the Airport Boulevard shelter in 2009 and 2011. Because of the nature of the comprehensive repairs that would be required to bring the facility up to current animal control facility standards, it was determined that the building was functionally obsolete, and that substantial renovation of the existing facility is not a viable option.

### Assessment of Shelter Alternatives

The County considered a number of alternatives for addressing the requirements for a shelter. First, they considered major renovations to the existing facility as discussed above. Then they considered replacing the existing shelter with a prefabricated modular building, which was not considered durable enough to serve as the needed long term solution. They also considered re-commissioning existing public or private buildings at alternative locations. Finally, they considered building a new shelter at an alternative County-owned site or at sites not currently owned by the County. The County reviewed 17 available County-owned and commercial properties that might be appropriate for a new animal care shelter.

In considering such factors as neighborhood and fiscal impacts (including both building and land acquisition costs), it was determined that a rebuild of the existing facility on the current site was the best alternative in that the existing site provides the least amount of impact on existing neighborhoods where animal control shelters may be met with moderate to strong opposition, and that the costs of other proposed sites far exceeded the cost to rebuild at the current location, even when accounting for the challenges anticipated in rebuilding at the current property which is next to and on bay-fill.

### Approach to Shelter Construction

The San Mateo County Public Works Department received square footage requirements from PHS for each function that would be contained in a new animal care shelter. Based on this information and current trends in construction costs of similar facilities, it is estimated that the cost of construction will be between \$15.1 million and \$20.2 million to build a 33,500 square foot (25% smaller) animal care shelter at the current Airport Boulevard location. According to the construction timeline provided by the County, work would begin in July 2014 and be completed within 12-18 months. The current shelter would remain open during construction and all transition costs are included in the construction estimates.

The County is willing to manage the construction and advance the funding for construction of the new shelter at the Airport Boulevard location if each city enters into a cost participation agreement to pay a portion of the costs through a 30-year interest-free lease of the shelter. The cost participation memorandum of agreement is included as Attachment A.

#### Construction Cost Sharing Model

The lease amount will be recalculated each year over the term of the lease using a combination of shelter usage averaged over a three year period (weighted at 80%), and population (weighted at 20%). The basis of this allocation is to attribute the larger share of the costs (80%) upon the recent level of shelter services used by each jurisdiction, and a smaller portion (20%) based upon “potential” use based on population. The City Managers in San Mateo County have reviewed this allocation methodology and concur that this provides a reasonable basis upon which costs for the new facility should be allocated. Based on Menlo Park’s current use of shelter services and current population, approval of this agreement will result in an annual estimated cost for Menlo Park of \$23,728 to \$31,769, depending upon the final cost of construction (see Attachment B). This cost would be in addition to the City’s current annual cost for animal control services.

#### Alternatives

The City could choose not to participate in the memorandum of agreement for cost participation in the construction of the new animal care shelter, but this would likely preclude the City from participating in the countywide shared services model for animal control services. If this were to occur, the City would need to develop and have implemented its own means of providing animal control services independently when the current animal control services agreement expires on June 30, 2015.

### **IMPACT ON CITY RESOURCES**

The City’s proposed allocation for animal control services in the upcoming FY2014-2015 budget is \$260,029, which covers the mandated animal control field and sheltering services and includes only minor facility repairs. It does not include a cost for facilities replacement. The estimated additional annual cost allocation for the City of Menlo Park under this memorandum of agreement for annual lease payments to cover the cost of constructing a new shelter is in the range of \$23,728 to \$31,769 depending on the ultimate total cost of construction. The lease payments would begin once the new shelter receives its certificate of occupancy, projected to be in mid to late 2015 (likely starting in FY2015-2016), and continue for a term of 30 years.

### **POLICY ISSUES**

Approval of this agreement would preserve the City’s ability to continue its existing participation in the San Mateo County shared services model for providing animal control services.

## **ENVIRONMENTAL REVIEW**

The County of San Mateo is the lead agency in terms of evaluating potential environmental impacts and the City will have an opportunity to comment at the time the County determines what environmental review process is appropriate.

## **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. Memorandum of Agreement
- B. Proposed Construction Cost Allocation
- C. Resolution approving and authorizing the execution of Memorandum of Agreement

Report prepared by:  
*Clay J. Curtin*  
*Assistant to the City Manager*

## MEMORANDUM OF AGREEMENT

REGARDING FUNDING FOR CONSTRUCTION OF AN ANIMAL CARE SHELTER ON AIRPORT BOULEVARD IN SAN MATEO, CALIFORNIA, AMONG THE CITIES OF ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE AND THE COUNTY OF SAN MATEO

THIS MEMORANDUM OF AGREEMENT, dated for reference as of \_\_\_\_\_, 2013 (the "Agreement"), is by and among the COUNTY OF SAN MATEO (the "County"), and the cities of ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE (each, a "City," and collectively, the "Cities," and, together with the County, the "Parties").

RECITALS

The County and the Cities are parties to an Agreement for Animal Control Services dated as of April 26, 2011, pursuant to which the County provides animal control services in the unincorporated area of the County, as well as in the jurisdictional boundaries of the twenty Cities within the County, listed above, each of which is a party to the Agreement for Animal Control Services.

As set forth in the Agreement for Animal Control Services, the Peninsula Humane Society & SPCA ("PHS") presently serves as the County Contractor for the provision of certain animal control services to the County and the Cities. These services and the terms of PHS' performance of them are contained in an Animal Control Services Agreement between the County and PHS dated as of April 26, 2011.

In conjunction with and pursuant to the Animal Control Services Agreement, the County has leased to the PHS the land at 12 Airport Boulevard, in San Mateo, California, on which an Animal Care Shelter facility owned and operated by PHS is presently located.

The Parties agree that, owing to the obsolescence of the existing Animal Care Shelter facility, it is now necessary to construct a new facility and the Parties enter into this Agreement to set forth

the allocation of, and process for payment of, the construction cost for the new Animal Care Shelter facility among the Parties.

NOW, THEREFORE, the Parties agree as follows:

1. Construction Cost Allocation Methodology: The Parties agree that construction costs for the new Animal Care Shelter facility shall be allocated among the Parties based on the formula set forth in Exhibit A to this Agreement, which is incorporated herein by reference. This formula reflects each Party's actual use of the existing Animal Care Shelter facility in 2009, 2010, and 2011 as a percentage of all Parties' total use of the facility, as well as each Party's total population as of 2010, as a percentage of the County's total population as of that date. The formula is weighted 80% to a City's average facility use over the three years preceding the year in question and 20% to population. The Parties agree that each year, the County shall recalculate three year average facility usage for each City and that Exhibit A (and each Party's prospective Lease Payment obligations, as described in Section 3 of this Agreement) shall be amended to reflect such recalculations. The Parties further agree that the County shall, upon request of a City, promptly provide the requesting City with copies of the data and documents used to calculate each City's facilities usage.

2. County Advancing Construction Costs: The Parties agree that the County shall advance, on an interest free basis, all funds required to pay the construction costs for the new Animal Care Shelter facility. For purposes of this Agreement, "construction costs" include all expenses for architectural and inspector services, project management service, environmental review, planning and building fees and costs, and actual contractor construction services. The Parties understand and agree that construction costs for the Animal Care Shelter facility are anticipated at this time to be twenty million two hundred thousand dollars (\$20,200,000). The Parties will be provided with further information regarding the construction costs for the Animal Care Shelter facility within a reasonable period of time after such information becomes available or prior to the Certificate of Occupancy being issued. The Parties agree that if the County receives information indicating that the construction costs for the Animal Care Shelter facility will exceed \$20,200,000 by 10% or more, the County shall provide notice to each City of the revised estimated construction costs within a reasonable period of time before such additional construction costs are incurred. The Parties further agree that the County shall, upon request of a City, promptly confer with such City or Cities regarding the additional construction costs and any means by which such additional construction costs may be minimized.

3. Parties' Payment of Proportional Share of Construction Costs: Each Party agrees that, during the term of this Agreement for as long as the new Animal Care Shelter facility is occupied and used for animal care shelter purposes, the Party shall pay the County an annual Lease Payment beginning on the first July 1<sup>st</sup> after a certificate of occupancy is issued for the new Animal Care Shelter facility, and on each subsequent July 1<sup>st</sup> for the next twenty nine years thereafter. Each

Party's Lease Payment shall be equal to the Party's proportional share of the construction cost of the new Animal Care Shelter facility amortized on a straight line basis over thirty years, as set forth in Exhibit A to this Agreement, as Exhibit A may be amended from time to time as provided in Section 1 of this Agreement. Each Party's obligation to make a Lease Payment shall remain in place only for so long as the Party is a signatory to the Agreement for Animal Control Services, or any successor agreement addressing materially the same subject matter. In the event that a Party terminates its participation in this Agreement pursuant to Section 4 of this Agreement, the County shall, upon receiving notice of that Party's termination, recalculate the remaining Parties' Lease Payment obligations pursuant to the Construction Cost Allocation Methodology set forth in Section 1 of this Agreement. The County shall promptly provide all remaining Parties with notice of their recalculated Lease Payment obligations. Each remaining Party shall thereafter have the option to either (a) pay the recalculated increased annual Lease Payments during the remaining term of the Agreement; or (b) request that the County allow the remaining Party a period of up to 5 years after the end of the thirty year period set forth in this Section 3 of the Agreement to pay the County the remaining Party's additional allocated share of construction costs for the Animal Care Facility attributable to the departure of the terminating Party.

4. Term and Termination: Except as set forth above, this Agreement shall be effective for the period from \_\_\_\_\_, 2014 until each Party has made the last payment required under Section 3 of this Agreement. Except as set forth in Section 3 of the Agreement (i.e., by terminating participation in the Agreement for Animal Control Services), no Party may terminate this Agreement during its term. A Party terminating its participation in this Agreement shall do so effective as of December 31 of a year during the term of this Agreement and shall provide each other Party to this Agreement with at least one full year's prior written notice of the Party's intent to terminate its participation in the Agreement.

5. Amendments/Entire Agreement: Amendments to this Agreement must be in writing and approved by the governing body of each Party. This is the entire agreement among the parties with respect to the construction of the new Animal Care Shelter facility and it supersedes any prior written or oral agreements with respect to the subject.

6. Hold Harmless: Each City shall hold harmless, indemnify, and defend County, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of the performance or nonperformance of City's covenants and obligations under this Agreement and which result from the actively negligent or wrongful acts of City or its officers, employees, or agents.

County shall hold harmless, indemnify, and defend each City, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of

injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of the performance or nonperformance of County's covenants and obligations under this Agreement and which result from the actively negligent or wrongful acts of County or its officers, employees, or agents.

This provision requiring County to hold harmless, indemnify, and defend each City shall expressly not apply to claims, losses, liabilities, or damages arising from actions or omissions, negligent or otherwise, of PHS or any other independent contractor providing animal control-related services pursuant to a contract with the County. Claims related to the planning and/or construction of the new Animal Care Shelter facility are not claims, losses, liabilities, or damages related to "animal control-related services" within the meaning of this Agreement.

In the event of concurrent negligence of the County, its officers, or employees, and any City, its officers and employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or cost which arises out of the terms, conditions, covenants or responsibilities of this Agreement shall be apportioned in any dispute or litigation according to the California theory of comparative negligence.

7. Assignability: Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the consent of all other Parties.

8. Notices: Any notices required to be given pursuant to this Agreement shall be given in writing and shall be mailed to all Parties to the Agreement, as follows:

To City:

To County:

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY OF SAN MATEO has authorized and directed the President of the Board of Supervisors to execute this Agreement for and on behalf of the County, and the Cities of ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE have caused this Agreement to be subscribed by each of their duly authorized officers and attested by their Clerks.



Dated: \_\_\_\_\_

\_\_\_\_\_

Clerk of the Board

COUNTY OF SAN MATEO

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

Town Clerk

TOWN OF ATHERTON

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF BELMONT

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF BRISBANE

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF BURLINGAME

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

Town Clerk

TOWN OF COLMA

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF DALY CITY

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF EAST PALO ALTO

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF FOSTER CITY

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF HALF MOON BAY

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

Town Clerk

TOWN OF HILLSBOROUGH

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF MENLO PARK

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF MILLBRAE

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF PACIFICA

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

Town Clerk

TOWN OF PORTOLA VALLEY

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF REDWOOD CITY

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF SAN BRUNO

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By:

Dated: \_\_\_\_\_

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City Clerk

CITY OF SAN CARLOS

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF SAN MATEO

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF SOUTH SAN FRANCISCO

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

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City Clerk

TOWN OF WOODSIDE

\_\_\_\_\_

By:

Methodology = Based on an 3-yr avg of shelter use (80%) and % of population (20%)

**ANIMAL CONTROL COSTS  
PROPOSED COST DISTRIBUTION - ESTIMATED LEASE AMOUNTS TO RECOUP CONSTRUCTION COSTS**

CITY	Shelter Use	Shelter Use	Shelter Use				\$15,100,000	\$20,200,000
	CALENDAR YEAR							
	Yr 1 2009 Actual	Yr 2 2010 Actual	Yr 3 2011 Actual	3 YR AVG OF SHELTER USE	POPULATION	% of Total Pop	EST ANNUAL LEASE AMT	EST ANNUAL LEASE AMT
Atherton	1.12%	1.00%	0.36%	0.83%	6,914	1.0%	\$4,297	\$5,749
Belmont	3.26%	3.54%	2.65%	3.15%	25,835	3.6%	\$16,304	\$21,811
Brisbane	0.99%	0.99%	0.71%	0.90%	4,282	0.6%	\$4,211	\$5,633
Burlingame	3.51%	3.48%	3.20%	3.40%	28,806	4.0%	\$17,713	\$23,696
Colma	0.61%	0.98%	0.60%	0.73%	1,792	0.2%	\$3,191	\$4,268
Daly City	8.52%	9.57%	10.16%	9.42%	101,123	14.1%	\$52,087	\$69,679
East Palo Alto	6.61%	6.75%	8.44%	7.27%	28,155	3.9%	\$33,205	\$44,420
Foster City	2.82%	2.39%	1.93%	2.38%	30,567	4.3%	\$13,866	\$18,550
Half Moon Bay	5.21%	5.04%	2.47%	4.24%	11,324	1.6%	\$18,660	\$24,962
Hillsborough	1.59%	1.29%	1.14%	1.34%	10,825	1.5%	\$6,912	\$9,247
Menlo Park	4.90%	4.95%	4.50%	4.78%	32,026	4.5%	\$23,748	\$31,769
Millbrae	1.90%	1.99%	1.98%	1.96%	21,532	3.0%	\$10,896	\$14,576
Pacifica	5.72%	6.38%	4.78%	5.63%	37,234	5.2%	\$27,874	\$37,288
Portola Valley	0.90%	0.76%	0.16%	0.61%	4,353	0.6%	\$3,053	\$4,084
Redwood City	12.91%	13.24%	13.25%	13.13%	76,815	10.7%	\$63,647	\$85,143
San Bruno	5.23%	5.19%	6.86%	5.76%	41,114	5.7%	\$28,954	\$38,734
San Carlos	3.35%	3.45%	3.00%	3.27%	28,406	4.0%	\$17,134	\$22,921
San Mateo	15.82%	14.67%	17.84%	16.11%	97,207	13.5%	\$78,490	\$105,000
S. San Francisco	9.08%	9.34%	11.99%	10.14%	63,632	8.9%	\$49,733	\$66,530
Woodside	4.41%	1.27%	1.07%	2.25%	5,287	0.7%	\$9,801	\$13,111
County	1.57%	3.73%	2.92%	2.74%	61,222	8.5%	\$19,611	\$26,235
Total	100.00%	100.00%	100.00%	100.00%	718,451	100.0%	\$503,387	\$673,405

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**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING AND AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT REGARDING FUNDING FOR CONSTRUCTION OF AN ANIMAL CARE SHELTER ON AIRPORT BOULEVARD IN SAN MATEO, CALIFORNIA**

WHEREAS, since 1952, the County of San Mateo has contracted with the Peninsula Humane Society for animal control services and all 20 cities in the county in turn contract with the County for said services; and

WHEREAS, the 20 cities and the County of San Mateo (which agencies are hereinafter collectively called the "Agencies") are party to an Animal Control Services Agreement; and

WHEREAS, the Animal Control Services Agreement does not include funding for shelter replacement; and

WHEREAS, it has been determined that the current shelter on County-owned land on Airport Boulevard in San Mateo is functionally obsolete and it is necessary to construct a new shelter in this location; and

WHEREAS, the County of San Mateo has agreed to manage and advance the funding for the estimated \$15.1 million to \$20.2 million construction project through a 30-year interest-free lease if the participating Agencies agree to a cost-sharing agreement; and

WHEREAS, the City of Menlo Park's estimated annual lease cost share is \$23,748 to \$31,769, payment of which will begin once the shelter receives a certificate of occupancy and will continue for a term of 30 years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Menlo Park that the City Council does hereby approve the Memorandum of Agreement Regarding Funding for Construction of an Animal Care Shelter on Airport Boulevard in San Mateo, California, Among the Cities of Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside and the County of San Mateo attached hereto as Exhibit "A" and incorporated herein by this reference, and the Mayor and City Clerk are hereby authorized to execute said agreement and to attest to such execution, respectively, for and on behalf of the City of Menlo Park.

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 first day of April, 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 first day of April, 2014.

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Pamela Aguilar  
City Clerk





## COMMUNITY SERVICES DEPARTMENT

Council Meeting Date: May 6, 2014  
Staff Report #: 14-078

Agenda Item #: F-3

**REGULAR BUSINESS:** Provide General Feedback to the Parks and Recreation Commission Regarding Non-resident Fees and Registration Procedures for Community Services Programs

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### RECOMMENDATION

Staff recommends that the City Council provide feedback to the Parks and Recreation Commission regarding their ongoing discussion of the current policy of charging non-residents up to 35% more for Community Services programs and imposing a one-week waiting period for program registration.

### BACKGROUND

The Parks and Recreation Commission, at the request of a non-resident, instituted a review of the Council's current policy of charging non-residents a surcharge for recreation programs at their March 26, 2014 meeting. The staff report for that discussion is included as Attachment A.

### ANALYSIS

Two non-residents spoke in favor of eliminating the non-resident charge at the meeting. The Parks and Recreation Commission has asked staff for additional information to support their review of the policy, including:

1. The history and background of the practice of providing Menlo Park residents a priority registration period for Community Services classes and programs.
2. Any current or past practices of the City treating residents in unincorporated Menlo Park differently than non-residents of other cities. This includes whether this issue has been brought to the City Council's attention previously and other services residents of unincorporated areas may benefit from that other non-residents may not.
3. Potential cost for residents of unincorporated Menlo Park to pay a "resident membership fee" to make up the difference between what residents pay through their taxes to support Community Services programs and facilities. This would include the annual property tax contribution as well as the cost of Measure T

bonds that have contributed significantly to the construction of mainly of the Parks and Recreation facilities in Menlo Park.

Due to other pressing topics on the Commission's agenda and the time needed for staff to gather this information as well as seek resident input on potential changes, the Commission has agreed to discuss this item in the Fall.

## **IMPACT ON CITY RESOURCES**

The estimated fiscal impact to the City of Menlo Park the non-resident fee surcharge for recreation classes and programs was eliminated is \$380,582. This is only an estimate and does not include non-resident fee surcharges for Social Services programs, field reservations, picnic rentals and tennis court rentals. For reference, the total budget of the Adults Sports Program is \$310,000. Total budget for the Onetta Harris Community Center is about \$460,000.

## **POLICY ISSUES**

The policy question under consideration by the Parks and Recreation Commission is whether or not City of Menlo Park residents should subsidize non-residents for City services, programs and facilities, and if so, to what degree?

## **ENVIRONMENTAL REVIEW**

Consideration of the non-resident fees is not a project under CEQA.

## **PUBLIC NOTICE**

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

## **ATTACHMENTS**

- A. Parks and Recreation Commission Staff Report from March 26, 2014 without attachments

Report prepared by:  
*Cherise Brandell*  
*Community Services Director*



# COMMUNITY SERVICES DEPARTMENT

Parks and Recreation Commission Meeting Date: March 26, 2014

Agenda Item #: C1

**REGULAR BUSINESS:** Review and provide general direction on the City's Non-Resident Fee Policy as it relates to unincorporated areas of Menlo Park

## RECOMMENDATION

Staff recommends that the Parks and Recreation Commission provide general feedback and direction on the City's non-resident fee policy, as it relates to residents in unincorporated areas of Menlo Park for the purpose of fee collection.

## BACKGROUND

The City Council recently received an email from a resident of unincorporated Menlo Park regarding the 35% surcharge added to Community Services program fees for non residents. Since these fees and the non-resident fee policy were set by Council, this question has been referred to the Park and Recreation Commission for review.

There are currently four unincorporated areas adjacent to the City of Menlo Park that include Stanford Weekend Acres along Alpine Road, West Menlo Park along the Alameda, Menlo Oaks between Middlefield and Bay and North Fair Oaks between Marsh and Fifth Avenue. Since its incorporation in 1927, the City of Menlo Park has gone through as many as seventy-two (72) annexations; the last was off of Santa Cruz Ave and Sand Hill Road back in 2000. The process of annexation by a City is quite a lengthy process and is typically initiated by resident petition to the City when an unincorporated area wishes to include their development in the City's service area and requires an extensive review process by the City and County. Areas adjacent to a City which remain unincorporated are those where residents have not taken the necessary steps to incorporate in the City's service area. The households in the unincorporated areas of Menlo Park have a City of Menlo Park address and zip code, but do not pay City property taxes. It is important to note that if the area of North Fair Oaks was annexed it would become incorporated into the City of Redwood City as it is not contiguous with Menlo Park city limits ([Attachment A](#)). There has historically been a disincentive for residents in unincorporated areas of cities like Menlo Park to want to incorporate. Prior to the issuance of Proposition 13 in the late 1970s, property taxes were much higher in incorporated areas of the City compared to that of the County. This served as a financial disincentive for residents to want to take on the added tax burden. In addition, unincorporated areas did not have to abide by the City's zoning ordinances, land use regulations and other City ordinances such as overnight parking restrictions, etc. Also, in the late 1970s, small pockets of unincorporated area could be annexed by the City and did not require voter approval as with larger areas.

The City of Menlo Park receives approximately 12 cents on every property tax dollar paid by a City resident, or 12% of a resident property tax bill for those properties in the City limits. Those tax dollars go directly into the City's General Fund Revenues and pay for City services. These services include such things as police, roads, street lights, parks, recreation facilities and much more. Just as residents in other municipalities do not contribute to the property tax revenue collected by the City, neither do those in unincorporated areas near Menlo Park, whose property taxes go to support County services.

## **ANALYSIS**

The City's General Fund revenues for FY 2013-14 include 33% from property taxes, 15% from sales tax, 18% from charges for services and the rest from a variety of smaller sources. The City's General Fund helps cover both the direct and indirect costs of providing the many services the City provides. Where charges for services are not possible, General Fund tax dollars pay for the delivery of these services. Even when there are charges for services, as there are with many Community Services programs, the full cost of providing those services does not include all of the overhead, capital spending and depreciation of facilities which is paid for by General Fund tax dollars. In FY 2013-14, the Community Services Department programs and facilities were supported by the General Fund by approximately \$1.6 million dollars, which does not include the capital investment and depreciation of recreation facilities.

The City of Menlo Park, as with many cities, charges a non-resident rate for its programs and services that helps to offset the overhead costs not shared by non-residents for programs, services and facilities. As the cost for delivering services to non-residents is equally to residents in terms of staffing, supplies and the wear-and-tear on facilities, which eventually will need to be replaced, The City Council has previously determined that it would not be in the interest of the City to be the supplier of recreation programs in the region if non-residents are not also contributing to covering the full costs of these services. It has been the position of the City that the General Fund or resident tax dollars, should not subsidize non-residents in the delivery and consumption of City services.

The City passes these costs on to non-residents by way of a non-resident user fee surcharge which varies between programs but is generally 35% of the resident rate. A full list of approved charges for services can be found on the City's [Master Fee Schedule \(Attachment B\)](#).

Over the past twenty years, the City has made incremental increases to the non-resident fee in order to improve cost-recovery, especially during economic down turns and when the City was facing a fiscal crisis. Also, in 1999, the City did a comparison study of non-resident rates among nine other cities on the Peninsula, resulting in an increase in the non-resident rate from 20% to 25%, placing the City's non-resident fee within the average range being charged by other cities. The rate was increased to 32% in 2002 and then again in 2004 to 35%, which is where it has remained for the past 10 years. Per the Master Fee Schedule, the non-resident surcharge may be less than or greater than 35%, depending on the particular program and/or circumstances.

In a recent survey of neighboring cities on the Peninsula, which includes Colma, Burlingame, San Mateo, Foster City, San Carlos, Redwood City, Palo Alto, Mountain View and Santa Clara, the non-resident rate averaged between 20% and 50%, with most charging around 25% surcharge. Of the cities surveyed, Colma charged the most to non-residents, which was the actual cost of the program, with Palo Alto second -- upwards of 50% for their non-resident rate. The City of Palo Alto also restricts access to non-residents to some of its public parks. The only City that charged the non-resident fee differently was Foster City, which charges a flat \$10 fee; which, depending on the class fee, could be anywhere from 1% to 90% of the resident rate. Of the Peninsula cities that have adjacent unincorporated areas, some of the cities, like San Carlos, Redwood City and Mountain View, charge those residents the same as their residents as long as they have a city address and zip code since they do not have address data bases that identify unincorporated households with city mailing addresses. Other cities having unincorporated areas, like Colma and San Mateo, do charge those residents the non-resident rate since their systems CAN identify unincorporated addresses with city mailing addresses.

The City of Menlo Park Community Services Department's customer database includes approximately 34,000 customers, some of which are active customers that include adults and children, and some which no longer use our services. In terms of residency versus non-residency: 52% of our customers are Menlo Park residents, 16% are Menlo Park non-residents and 32% are from other cities and are non-residents. Excluding the pools, which are fully operated by an outside contractor, and special events, for which we do not have accurate data in terms of residency, the majority of the non-resident revenue collected comes from the Recreation Services Division. There is an insignificant amount of revenue from Social Services programs and childcare. The revenue collected in the Recreation Services division was \$3,058,250 for FY 2012-13 which means that:

- 52% of revenue collected, or \$1,590,290, came from residents.
- 32% of revenue collected, or \$978,640, came from non-residents in other cities.
- 16% of revenue collected, or \$489,320 came from unincorporated Menlo Park non-residents

Based on these percentages and estimated dollar amounts, the amount of revenue collected as a result of the 35% non-resident fee surcharge (excluding resident fees) is:

- \$253,722 for non-residents in other cities (non-resident surcharge for 32% of revenue).
- \$126,860 for unincorporated Menlo Park non-residents (non-resident surcharge for 16% of revenue).
- 

Staff recommends the Parks and Recreation Commission consider the following questions in their review and discussion of the City's non-resident fee policy and the treatment of residents in unincorporated areas of Menlo Park as non-residents for the purpose of fee collection:

1. Should the City of Menlo Park reconsider charging a surcharge to non-residents for programs and services?

2. Should the City of Menlo Park reconsider how it classifies residents of unincorporated areas of Menlo Park?
3. If the City should reconsider charging a surcharge to non-residents or residents of unincorporated Menlo Park, what other information would the Parks and Recreation Commission want to receive that would assist in making a recommendation to the City Council?

## **IMPACT ON CITY RESOURCES**

The estimated fiscal impact to the City of Menlo Park if it eliminated the non-resident fee surcharge for recreation classes and programs is \$380,582. This is only an estimate and does not include non-resident fee surcharges for Social Services programs, field reservations, picnic rentals and tennis court rentals. For reference, the total budget of the Adults Sports Program is \$310,000. Total budget for the Onetta Harris Community Center is about \$460,000.

## **POLICY ISSUES**

The policy question under consideration is whether or not City of Menlo Park residents should subsidize non-residents for City services, programs and facilities, and if so, to what degree?

## **ENVIRONMENTAL REVIEW**

This report does not require an 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. [City of Menlo Park Map and Unincorporated Areas](#) (Not included)
- B. [City of Menlo Park Master Fees Schedule](#) ( Not included)

Report prepared by:  
*Derek Schweigart*  
*Assistant Director Community Services*