



SPECIAL AND REGULAR MEETING AGENDA

Date: 10/11/2016
Time: 6:00 p.m.
City Council Chambers
701 Laurel St., Menlo Park, CA 94025

6:00 p.m. Closed Session (City Hall Administration Building, 1st floor conference room)

Public comment will be taken on this item prior to adjourning to Closed Session.

CL1. Closed Session pursuant to Government Code Section §54957.6 to confer with labor negotiators regarding current labor negotiations with the unrepresented management

Attendees: City Manager Alex McIntyre, Administrative Services Director Nick Pegueros, Finance and Budget Manager Rosendo Rodriguez, Human Resources Manager Lenka Diaz, City Attorney Bill McClure, Labor Counsel Charles Sakai

7:00 p.m. Regular Session

A. Call To Order

B. Roll Call

C. Pledge of Allegiance

D. Report from Closed Session

E. Presentations and Proclamations

E1. Proclamation declaring Anti-Bullying Month

E2. Presentation regarding the Library Strategic Plan

F. Commissioner Reports

F1. Library Commission quarterly update

F2. Environmental Quality Commission quarterly update

G. Public Comment

Under "Public Comment," the public may address the City Council on any subject not listed on the agenda. Each speaker may address the City 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 City Council cannot act on items not listed on the agenda and, therefore, the City Council cannot respond to non-agenda issues brought up under Public Comment other than to provide general

information.

H. Consent Calendar

- H1. Approve the Environmental Quality Commission 2-Year Work Plan Goals for Years 2016-18 (Staff Report# 16-170-CC)
- H2. Authorize the City Manager to increase the contract for the Herbicide Free Parks and Pilot up to the budgeted amount (Staff Report# 16-175-CC)
- H3. Adopt resolutions accepting dedications from 1400 ECR LLC (1400 El Camino Real Hotel Project) (Staff Report# 16-173-CC)
- H4. Adopt a resolution accepting Public Right of Way Easement from Menlo Park Fire Protection District (700 Oak Grove Avenue) (Staff Report# 16-172-CC)
- H5. Authorize the City Manager to execute an amendment to the City's contract with PlaceWorks in an amount not to exceed \$87,000 and appropriate \$87,000 from the General Capital Improvement Fund for the ConnectMenlo General Plan and M-2 Area Zoning Update (Staff Report# 16-176-CC)
- H6. Approve sixth amendment to the agreement for services of the City Attorney (Staff Report# 16-174-CC)
- H7. Approve minutes for the City Council meeting of September 13, 2016 (Attachment)

I. Regular Business

- I1. Authorize the City Manager to execute a lease agreement with Off The Grid for a portion of the Menlo Park Civic Center in order to continue the weekly food truck market (Staff Report# 16-177-CC)

J. Informational Items

- J1. Update on 2016 City Council Work Plan (Staff Report# 16-178 -CC)
- J2. Update on community communications (Staff Report# 16-179-CC)
- J3. Update on Regional Transportation Projects in the M-2 Area (Staff Report# 16-171-CC)

K. City Manager's Report

L. Councilmember Reports

M. Adjournment

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At every Regular Meeting of the City Council, in addition to the Public Comment period where the public shall have the right to address the City Council on 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 City 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 City Clerk's Office, 701 Laurel St., Menlo Park, CA 94025 during regular business hours.

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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STAFF REPORT

City Council

Meeting Date: 10/11/2016

Staff Report Number: 16-170-CC

Consent Calendar: Approve the Environmental Quality Commission
2-Year Work Plan Goals for Years 2016-18

Recommendation

Approve the Environmental Quality Commission (EQC) 2-Year Work Plan Goals for Years 2016-18.

Policy Issues

The proposed action is consistent with City Council Policy CC-01-0004, Commissions/Committees Policies, Procedures, Roles and Responsibilities.

Background

The EQC began discussing updating to its 2-year work plan at its meeting on April 27, 2016. Over a series of meetings, the EQC edited and refined its work plan to focus on key topics which the EQC intends to focus its volunteer effort on in order to forward those efforts and support the City Council's city-wide goals.

Analysis

On September 28, 2016 the EQC adopted the attached EQC 2-Year Work Plan for 2016-18, and recommended that the City Council approve it. In addition, the EQC assigned subcommittee members to standing subcommittees that align with each of the three work plan focus areas. Attached is a list of the EQC standing subcommittees and their members. In addition, the EQC may occasionally establish Ad Hoc subcommittees as needed.

The EQC 2-Year Work Plan focuses on three key topics:

- Climate Action Plan (CAP)
- Urban Canopy Preservation
- Sustainable Development

These topics were identified as key focus areas and they were not ranked in a particular priority order.

Impact on City Resources

City staff currently serves as liaison to the EQC, attending monthly meetings, preparing agendas and minutes, interacting with EQC members and stakeholders, and providing information as requested by other City staff, Commissions and the City Council regarding the EQC's activities. No additional resources are being requested at this time.

Environmental Review

Environmental Review is not required for approval of the EQC's new 2-Year Work Plan.

Public Notice

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

Attachments

- A. Environmental Quality Commission Work Plan for 2016-18
- B. Environmental Quality Commission Subcommittees

Report prepared by:
Heather Abrams, Sustainability Manager



Commission Work Plan Guidelines

- Step 1** Review purpose of Commission as defined by Menlo Park Council Policy 3-13-01.
- Step 2** Develop a mission statement that reflects that purpose.
- Step 3** Discuss and outline any priorities established by Council.
- Step 4** Brainstorm goals, projects, or priorities of the Commission and determine the following:
- A. Identify priorities, goals, projects, ideas, etc.
 - B. Determine benefit, if project or item is completed
 - C. Is it mandated by State or local law or by Council direction?
 - D. Would the task or item require a policy change at Council level?
 - E. Resources needed for completion? (Support staff, creation of subcommittees, etc.)
 - F. Completion time? (1-year, 2-year, or longer term?)
 - G. Measurement criteria? (How will you know you are on track? Is it effective? etc.)
- Step 5** Prioritize projects from urgent to low priority.
- Step 6** Prepare final Work Plan for submission to Council for review and approval in the following order:
- Work Plan cover sheet, Listing of Members, Priority List, Work Plan Worksheet – Steps 1 through 8
- Step 7** Use your “approved” work plan throughout the term of the plan as a guide to focus in on the work at hand
- Step 8** Report out on work plan priorities to the City Council, which should include:
- A. List of “approved” priorities or goals
 - B. Status of each item, including any additional resources required in order to complete
 - C. If an item that was on the list is not finished, then indicate why it didn’t occur and list out any additional time and/or resources that will be needed in order to complete



Environmental Quality Commission

Mission Statement

The Environmental Quality Commission is charged primarily with advising the City Council on matters involving environmental protection, improvement, and sustainability.

Environmental Quality Commission
Work Plan for 2016-2018



**Environmental Quality Commission
2016-2018**

Commission Members Listing

Commissioner Allan Bedwell

Commissioner Chris DeCardy

Commissioner Joyce Dickerson

Commissioner (Vice Chair) Janelle London

Commissioner Scott Marshall

Commissioner (Chair) Deborah Martin

Commissioner Christina Smolke



Environmental Commission Priority List

The Environmental Quality Commission has identified the following priorities to focus on during 2016-2018:

1.	Climate Action Plan (CAP) - Implement CAP initiatives to achieve or exceed the City's greenhouse gas (GHG) reduction target.
2.	Urban Canopy Preservation - Develop a comprehensive urban canopy strategy for Menlo Park, which includes revising the Heritage Tree Ordinance and heritage tree appeal process.
3.	Sustainable Development Update - Improve the sustainability of the City's Planning, Zoning and Building Code regulations consistent with the EQC mission and City Council priorities (with focus on land use, buildings, and transportation).



Environmental Quality Commission Work Plan Worksheet

Step 1

<p>Review purpose of Commission as defined by Menlo Park Council Policy 3-13-01</p>	<p>The EQC is charged with advising the City Council on the following matters:</p> <ul style="list-style-type: none"> • Advising on programs and policies related to protection of natural areas, recycling and solid waste reduction, environmentally sustainable practices, air and water pollution prevention, climate protection, and water and energy conservation. • Preserving heritage trees, expanding the urban canopy, using best practices to maintain City trees, and making determinations on appeals of heritage tree removal permits • Organizing annual Arbor Day Tree Planting event and continuing to support and recognize exemplary environmental stewardship throughout the community.
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Step 2

<p>Develop or review a Mission Statement that reflects that purpose</p>	<p>The Environmental Quality Commission is charged primarily with advising the City Council on matters involving environmental protection, improvement, and sustainability.</p>
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Step 3

<p>Discuss any priorities already established by Council</p>	<ul style="list-style-type: none"> • Continue work on the General Plan Update • Evaluate the City's Water Policy, including resources, uses, and conservation • Make gains in our Climate Action Plan, reducing greenhouse gas emissions
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Step 4 **The goals and priorities identified below are not listed in order of magnitude.*

*Brainstorm goals, projects or priorities of the Commission	Benefit, if completed	Mandated by State/local law or by Council direction?	Required policy change at Council level?	Resources needed for completion? Staff or creation of subcommittees?	Estimated Completion Time	Measurement criteria How will we know how we are doing?
<p>Climate Action Plan- Implement CAP initiatives to achieve or exceed the City's greenhouse gas (GHG) reduction target.</p> <ul style="list-style-type: none"> • Help the city staff to achieve the GHG reduction strategy with focus on 2016-2018 initiatives (refer to CAP update from 10/15). • Collaborate with other entities such as the bicycle and transportation commissions and local organizations on sustainable initiatives that support the CAP (e.g. expos, workshops, community outreach). • Work with city marketing to publicize CAP goal and show progress against target. Educate citizens on how they can contribute. 	<ul style="list-style-type: none"> • Reduce GHG emissions associated with city of Menlo Park • Increase citizen awareness and education on reduction goals and actions they can take • Improve transparency on city goals and activities to meet GHG targets 	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p>	<ul style="list-style-type: none"> • Subcommittee • Possible partnerships with organizations, businesses, other commissions • Staff time 	<p>2 years</p>	<ul style="list-style-type: none"> • Periodic reports on grant opportunities that the city can take advantage of (pending alignment with staff direction). • Hold one community expo or workshop in partnership with others (e.g. commissions, local organizations). • Update city environmental webpage with CAP related content

<p>Urban Canopy Preservation- Develop a comprehensive urban canopy strategy for Menlo Park, which includes revising the Heritage Tree Ordinance and heritage tree appeal process.</p> <ul style="list-style-type: none"> • Provide input into the Heritage Tree Ordinance revision process • Appoint EQC member(s) to attend Planning Commission meetings for items that are of interest for the EQC 	<ul style="list-style-type: none"> • Improve the awareness, evaluation, and appeal process for the community • Improve coordination with other commissions and City departments • Ensure adequate City resources to successfully implement and enforce the program 	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<ul style="list-style-type: none"> • Subcommittee • Staff time budgeted 	End of FY 2018	<ul style="list-style-type: none"> • Periodic reports • Recommendations adopted by Council • Reduction in the number of healthy trees removed • Increase in the diversity and quality of trees within the entire urban canopy • Improved coordination with the planning process
<p>Sustainable Development Update-Ensure the sustainability of the City's Planning, Zoning, and Building Code regulations consistent with the EQC mission and City Council priorities (with focus on land use, buildings, and transportation).</p> <ul style="list-style-type: none"> • Ensure the sustainability elements of the General Plan are adopted • Expansion of M2 green building standards to broaden General Plan • Appoint an EQC liaison to Connect Menlo 	<ul style="list-style-type: none"> • Help to promote the state Title 24 ZNE standards (new residential ZNE by 2020; commercial by 2030) • Improved energy efficiency in existing buildings 	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<ul style="list-style-type: none"> • Creation of an Ad-Hoc Subcommittee • Connect Menlo participation 	In line with the City's timeline for Planning, Zoning and Building Code updates	<ul style="list-style-type: none"> • Periodic reports • Development in the M2 area and city-wide circulation in line with EQC priorities (e.g. 27% GHG reduction target by 2020) • Periodic updates to EQC from liaison activities • Broaden updated GP to include M2 sustainability provisions. Specifically, incorporate ZNE, LEED requirements, and energy efficiency rating requirements (e.g. energy star) into planning requirements and building codes

Step 5

List identified Goals, Priorities and/or Tasks for the Commission	**Prioritize Tasks by their significance			
	1 Urgent	2 1-year	3 2-year	4 Long Term
Climate Action Plan (CAP) - Implement CAP initiatives to achieve or exceed the City’s greenhouse gas (GHG) reduction target.	<ul style="list-style-type: none"> • Exploration of partnerships (bicycle and transportation commission, etc.) • City environmental website updates to incorporate CAP information 		Encourage the City Council to purchase off-sets if the Community does not achieve the City adopted GHG reduction targets	
Urban Canopy Preservation - Develop a comprehensive urban canopy strategy for Menlo Park, which includes revising the Heritage Tree Ordinance and heritage tree appeal process.	Revise Heritage Tree Ordinance			
Sustainable Development Update - Improve the sustainability of the City’s Planning, Zoning and Building Code regulations consistent with the EQC mission and City Council priorities (with focus on land use, building, and transportation).	Appoint a liaison for “Connect Menlo”	Update the General Plan with ZNE and LEED requirements and other sustainability elements	Consider implementing the sustainability elements including in the Connect Menlo process into other areas of the City	

Step 6 Prepare final work plan for submission to the City Council for review, possible direction and approval and attach the Worksheets used to determine priorities, resources and time lines.

Step 7 Once approved; use this plan as a tool to help guide you in your work as an advisory body.

Step 8 Report out on status of items completed. Provide any information needed regarding additional resources needed or And to indicate items that will need additional time in order to complete.

City of Menlo Park
Environmental Quality Commission Subcommittees
Updated September 28, 2016

Climate Action Plan Subcommittee

Priority Focus: Implement CAP initiatives, evaluate and advocate new initiatives to achieve or exceed the City's greenhouse gas (GHG) reduction target.

Members: Commissioners Dickerson, London, Martin

Urban Canopy Preservation Subcommittee

Priority Focus: Develop a comprehensive urban canopy strategy for Menlo Park, which includes revising the Heritage Tree Ordinance and heritage tree appeal process.

Members: Commissioners DeCardy, Marshall, Smolke

Sustainable Development Subcommittee

Priority Focus: Ensure the sustainability of the City's Planning, Zoning, and Building Code regulations consistent with the EQC mission and City Council priorities (with focus on land use, buildings, and transportation).

Members: Commissioners Bedwell, DeCardy

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STAFF REPORT

City Council

Meeting Date: 10/11/2016

Staff Report Number: 16-175-CC

Consent Calendar: Authorize the City Manager to increase the contract for the Herbicide Free Parks Pilot up to the budgeted amount

Recommendation

Staff recommends the City Council to authorize the City Manager to execute an amendment to the City's contract with Ecological Concerns Incorporated (ECI) in the amount of \$42,550 for the herbicide free parks pilot.

Policy Issues

On August 25, 2015, the City Council adopted an updated Integrated Pest Management Policy and approved funding for an herbicide free parks pilot at four parks within the City. As a part of the Fiscal Year (FY) 2016-17, the City Council approved funding for the pilot in the amount of \$100,000. The original contracting authority authorized by the City Council is \$86,000 per the action on August 25, 2015. Without a modification to the contracting authority, the City cannot spend the budgeted amount to complete the pilot project.

Background

Following approval of the herbicide free parks pilot program, staff developed and released a detailed Request for Proposals (RFP) for the pilot program. Five firms attended the mandatory pre-proposal meeting to learn about the pilot program, and three proposals were received. ECI was selected because it was the lowest priced qualified and responsive proposer.

Analysis

The pilot program began in FY 2015-16. In order to cover a full 12 months and span the full weed-growing cycle, the pilot is being conducted over two fiscal years for a total amount of \$128,550. The annual costs are above the initial estimate, but the costs were incorporated into a balanced City budget for FY 2016-17. Once the pilot is near completion, staff will be able to provide updated information regarding the effectiveness of the program in controlling weeds, maintaining public parks to the City's standards, and estimated costs going forward based on actual implementation data.

Initial feedback from residents and staff has been positive regarding the program in the four herbicide free pilot parks: Bedwell Bayfront, Fremont, Willow Oaks, and Stanford Hills. No maintenance or safety issues have been reported as a result of the program to date. Once the pilot is near completion, staff plans to report back with data and an updated cost estimate, and provide the Council with the opportunity to continue and/or expand the program.

Impact on City Resources

There is no additional impact on City resources associated with this action because funds were approved as part of the FY 2016-17 adopted City budget.

Environmental Review

Environmental review is not required for this action.

Public Notice

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

Attachments

None

Report prepared by:

Heather Abrams, Sustainability Manager

Brian Henry, Public Works Superintendent



STAFF REPORT

City Council

Meeting Date: 10/11/2016

Staff Report Number: 16-173-CC

Consent Calendar:

Adopt resolutions accepting dedications from Pollock 1400 ECR LLC (1400 El Camino Real Hotel Project)

Recommendation

Staff recommends that the City Council adopt resolutions (Attachments A and B) accepting dedication for Public Access Easement (PAE) described and shown as in Attachment C and irrevocable offer of dedication for right-of-way described and shown as in Attachment D from 1400 ECR LLC, and authorize the City Manager to sign the agreement for the easement and the certificate of acceptance for right of way as required by conditions of approval of the project.

Policy Issues

In order for the access easement to become public, and for the City to accept right-of-way, it must be accepted by the City Council. City Council authorization is required to allow the City Manager to enter into the agreement and sign the certificate of acceptance. The acceptance of access easements and right of way dedication is consistent with the approved conditions of approval for the proposed 1400 El Camino Real project.

Background

The proposed development is to construct a new four story hotel within the El Camino Real/Downtown Specific Plan Zoning District. The new building would consist of 61 hotel rooms and an underground parking garage. The Planning Commission approved the proposed development on April 18, 2016.

Analysis

The El Camino Real/Downtown Specific Plan designates this district as El Camino Real North East (ECR NE). The ECR NE designation is characterized by a mix of retail, personal services, office and residential uses while including development guidelines and standards to ensure that building character relates to the adjacent residential neighborhood. The Specific Plan identifies adequate facilities for pedestrian access as a component of improving downtown vibrancy. Therefore, for this district, building setback along El Camino shall be sufficient to provide a 15-foot wide sidewalk with a minimum 10-foot wide clear walking zone and a minimum 5-foot wide furnishing zone measured from the back of curb.

Currently, the sidewalk is approximately 6-foot wide measured from the back of curb to the property line. Post development conditions necessitate approximately a 9.5-foot PAE dedication to achieve the required 15-foot wide minimum sidewalk as required for this district.

Additionally, due to the potential new right turn lane proposed along Glenwood Ave, the proposed sidewalk

along the site's Glenwood Avenue frontage will encroach into the property approximately 4.6-foot as measured from the back of curb. Post development conditions necessitate approximately a 4.6-foot PAE dedication to achieve the required 5.5-foot wide minimum sidewalk as required for this project.

Furthermore, in order to achieve the minimum turning radius at the intersection of Glenwood Avenue and El Camino Real, a portion of the potential new right turn lane encroaches onto private property. The project is required to offer an irrevocable offer of dedication for right-of-way of approximately two square feet to the City to accommodate the portion of the right turn lane encroaching into 1400 El Camino Real.

Section 6c and 6d of the Architectural Control permit requires the applicant to dedicate a PAE along the property frontage on El Camino Real and Glenwood Ave and dedication of right of way at the southeast corner of the property.

Impact on City Resources

The staff time associated with review and acceptance of the easement dedications and access agreement are fully recoverable through fees collected from the applicant.

Environmental Review

The acceptance of the dedication of the PAE and right- of- way are categorically exempt under Class 1 of the current State of California Environmental Quality Act Guidelines.

Public Notice

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

Attachments

- A. Resolution for PAE
- B. Resolution for ROW
- C. PAE
- D. ROW

Report prepared by:
Harris Siddiqui, Associate Civil Engineer

Report reviewed by:
Ebby Sohrabi, Senior Civil Engineer
Ruben Niño, Assistant Public Works Director

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
ACCEPTING A PUBLIC ACCESS EASEMENT FROM 1400 ECR LLC (1400
EL CAMINO REAL)**

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 therefor,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Menlo Park that the City Council does hereby accept the public access easement from 1400 ECR LLC (1400 El Camino Real) as shown in Exhibits A and B; and

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to sign agreements for said easement.

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 eleventh day of October, 2016, 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 eleventh day of October, 2016.

Pamela Aguilar, CMC
City Clerk

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RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
ACCEPTING THE IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC
RIGHT OF WAY FROM 1400 ECR LLC (1400 EL CAMINO REAL)**

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 therefor,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Menlo Park that the City Council does hereby accept the irrevocable offer of dedication for public right of way from 1400 ECR LLC (1400 El Camino Real) as shown in Exhibits A and B; and

BE IT FURTHER, RESOLVED that the City Council authorizes the City Manager to sign the certificate of acceptance for said dedication.

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 eleventh day of October, 2016, 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 eleventh day of October, 2016.

Pamela Aguilar, CMC
City Clerk

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RECORDING REQUESTED BY
Pollock 1400 ECR, LLC
150 Portola Road
Portola Valley, CA 94028-7852

WHEN RECORDED MAIL TO
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary Transfer Tax: \$-0- No apparent value
"No fee required" (Government Code Section 6103 & 27383)
Recorded for the benefit of the City of Menlo Park.

Public Access Easement

Pollock 1400 ECR, LLC, a Delaware limited liability company, (hereinafter "Grantor") is the owner of certain real property situated in the City of Menlo Park, County of San Mateo, California, commonly known as 1400 El Camino Real, Menlo Park CA (hereafter referred to as the "Servient Tenement") [APN: 061-422-500].

Grant of Easement

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor hereby grants to the City of Menlo Park, a municipal corporation, in the County of San Mateo, State of California ("Grantee") a nonexclusive easement and right-of-way (including the right of ingress and egress) over and across a portion of the Servient Tenement (the "Easement Area") described and shown in Exhibits A and B, attached hereto and incorporated herein by this reference.

Term

The Easement is granted in perpetuity.

Maintenance

Grantor is responsible for maintaining and repairing the Easement Area and all improvements constructed in the Easement Area, in good condition, including, without limitation, the sidewalk, pedestrian walkway located within the Easement Area (if any), in accordance with City of Menlo Park Municipal Code Title 13 or to the extent not specified in Title 13.

Nonexclusive Easement

The Easement is nonexclusive. Grantor retains the right to make any use of the Easement Area, including the right to grant concurrent easements on, over or under the Easement Area to third

parties, provided such use or uses do not unreasonably interfere with Grantee's and the public's use and enjoyment of the Easement. The Easement granted herein shall have priority over any subsequently granted easement to a third party.

Grantor reserves to itself the continued use of the Easement Area consistent with the terms of the preceding paragraph. Grantor agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement, or maintenance of, any buildings, structures or similar improvements on the Easement Area that would interfere with Grantee's and the public's ability to use the Easement as set forth herein.

Encroachments

The Easement is subject to all existing encroachments of utilities and improvements on, over and under the Easement Area, and to all future encroachments of utilities and improvements constructed or installed on or around the Easement Area (subject, however, to the terms of the preceding paragraphs).

Indemnities

Grantor shall indemnify and save harmless Grantee, its officials, agents, employees, successors and assigns, from and against any and all loss, damage, liability, expense, claim or demand of whatsoever character, direct or consequential, including, but without limiting thereby the generality of the foregoing, injury to or death of persons and damage to or loss of property arising out of the exercise by Grantor of any of its rights reserved herein expressly or by operation of law, except those arising by reason of the negligence or willful misconduct of Grantee or its agents, contractors or employees or by a member of the public in general.

Grantee shall indemnify and save harmless Grantor, its trustees, officers, agents, employees, successors and assigns, from and against any and all loss, damage, liability, expense, claim or demand of whatsoever character, direct or consequential, including, but without limiting thereby the generality of the foregoing, injury to or death of persons and damage to or loss of property arising out of the exercise by Grantee or its agents, employees or contractors (but not including the exercise by any member of the public who is not an agent, employee or contractor of Grantee) of any right expressly or impliedly granted herein, except those arising by reason of the negligence or willful misconduct of Grantor, including its agents, contractors and employees. Nothing herein shall be deemed to require Grantee to indemnify Grantor or any other person from any claim or liability for which Grantee has immunity pursuant to the California Government Code; however, for the sake of clarity, the Easement shall be considered "property of a public entity" and "public property as defined in California Government Code section 830 et seq.

Transfer of Servient Tenement

This Public Access Easement shall run with the title to the land and any portion thereof. Grantor further agrees whenever the Servient Tenement or any portion thereof is held, sold, conveyed or otherwise transferred, it shall be subject to this Public Access Easement which shall apply to,


bind and be obligatory to all present and subsequent owners of the Servient Tenement or any portion thereof. Upon the transfer of the Servient Tenement to a successor party, the successor party shall constitute the "Grantor" hereunder and all predecessors-in-interest to such successor party shall be fully relieved of Tenant's obligations hereunder arising after the effective date of such transfer and shall have no liability for any default or failure to perform occurring from and after the date of such transfer of the Servient Tenement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
Sept 15, 2016

GRANTOR:

Pollock 1400 ECR, LLC,
a Delaware limited liability company

By: 
Name: Lincoln W. Westcott
Title: manager

GRANTEE:

The City of Menlo Park,
a municipal corporation

By: _____
Name: Alex D. McIntyre
Title: City Manager

Approved as to form:

City Attorney

ATTEST

City Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF San Mateo : ss.

On Sept. 15, 2016, before me, Beatrice Morin, Notary Public, personally appeared Lincoln W. Westcott, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Beatrice Morin
Notary Public



Acknowledgment to
PUBLIC ACCESS EASEMENT

WEST\270211120.3

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
 : ss.
COUNTY OF _____)

On _____, 2016, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

EXHIBIT "A"

PUBLIC ACCESS EASEMENT
1400 El Camino Real, Menlo Park, CA

All that Real property situate in the City of Menlo Park, County of San Mateo, State of California, described as follows:

Being a portion of Lots 14, 15 and 16, as said lots are shown upon the map of "SUBDIVISION OF 11.88 ACRE TRACT NEAR MENLO PARK KNOWN AS DOMINGA TRACT", filed for record on November 15, 1895 in Volume B of Original Maps at Page 49 and a copy thereof entered in Book 2 of Maps at Page 75, Records of San Mateo County, being an easement of varying width over said lands for public access and being more particularly described as follows:

Beginning at the most southerly corner of said Lot 16, said corner being also the intersection of the northeasterly line of El Camino Real (State Highway 82) with the northwesterly line of Glenwood Avenue, being 66.00 feet in width;

Thence leaving said corner and along said northeasterly line of El Camino Real, North 57°06'19" West, 1.62 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence leaving said point and along said northeasterly line of El Camino Real, North 57°06'19" West, 148.38 feet to the most westerly corner of said Lot 14;

Thence along the northwesterly line of said Lot 14, North 32°49'39" East, 9.56 feet to a line drawn parallel with and distant 9.56 feet northeasterly, measured at right angles, from said northeasterly line of El Camino Real;

Thence along said parallel line, South 57°06'19" East, 144.36 feet to the beginning of a non-tangent curve, concave to the northwest, having a radius of 9.00 feet, with a radial line that bears of South 29°17'27" East;

Thence northeasterly along said curve, through a central angle of 27°52'54", for an arc length of 4.38 feet to a line drawn parallel with and distant 4.60 feet northwesterly, measured at right angles, from said northwesterly line of Glenwood Avenue;

Thence along said parallel line, North 32°49'39" East, 112.58 feet;

Thence South 57°10'21" East, 2.27 feet to the beginning of a tangent curve to the left, having a radius of 1.00 feet;

Thence easterly along said curve, through a central angle of 83°39'59", for an arc length of 1.46 feet;

Thence North 39°09'40" East, 12.06 feet to said northwesterly line of Glenwood Avenue;

Thence along said northwesterly line of Glenwood Avenue, South 32°49'39" West, 136.55 feet to the beginning of a non-tangent curve, concave to the northwest, having a radius of 15.00 feet, with a radial line that bears South 31°54'43" East,

Thence leaving said northwesterly line of Glenwood Avenue, southwesterly along said curve, through a central angle of 11°57'16", for an arc length of 3.13 feet to the **TRUE POINT OF BEGINNING** of this description.

Containing an area of 1,980 square feet, more or less.

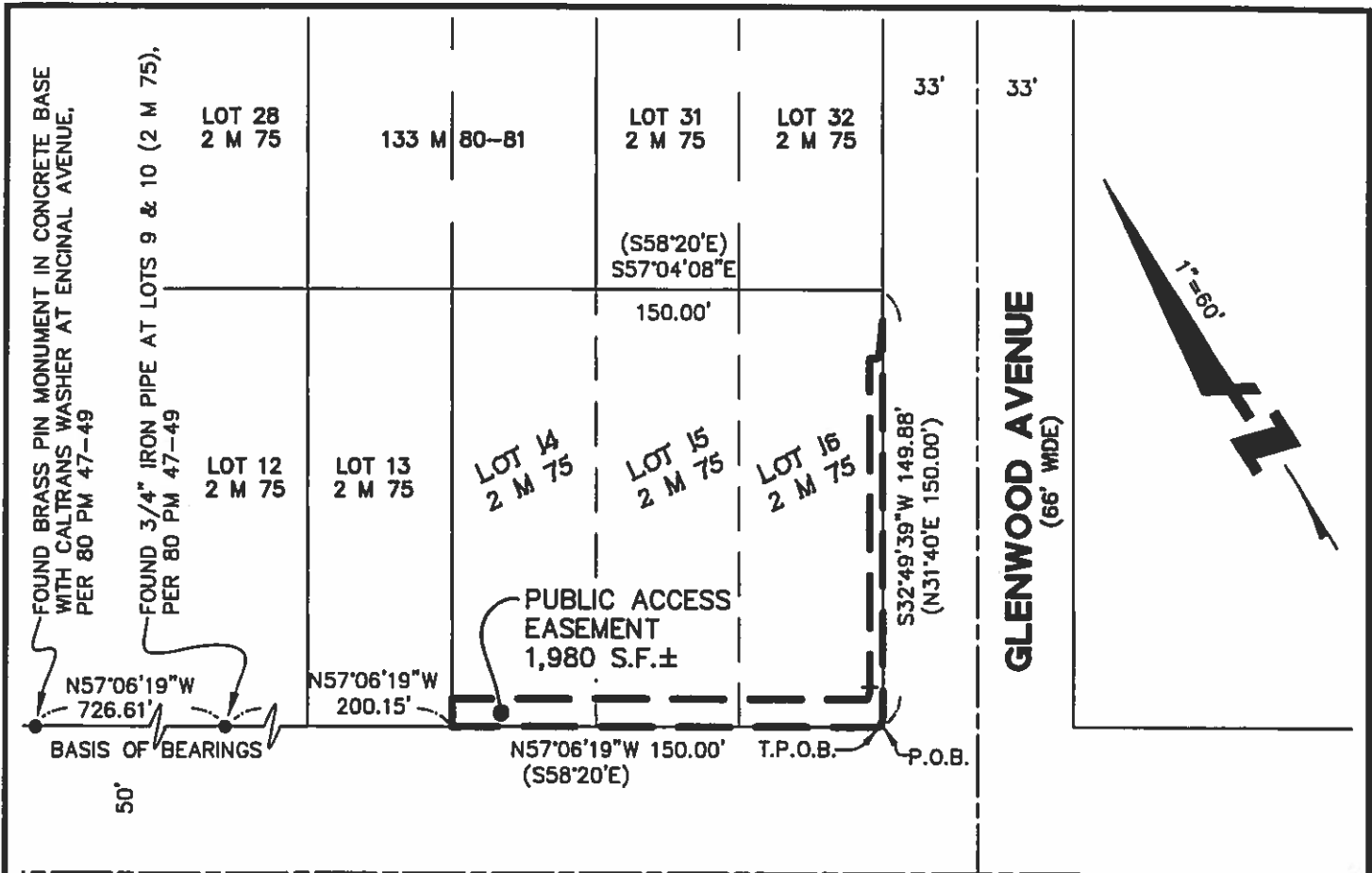
As shown on EXHIBIT "B" attached hereto and made a part hereof.

This legal description was prepared by me or under my direction.

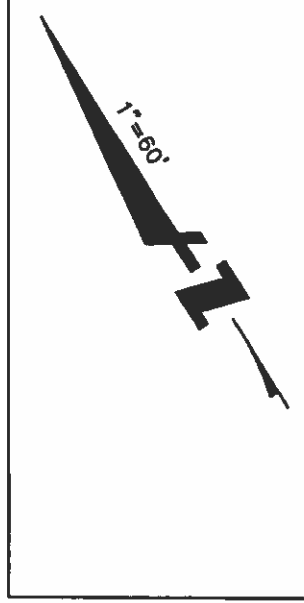
By: John Koroyan
John Koroyan
P.L.S. No. 8883

Dated: JULY 8, 2016

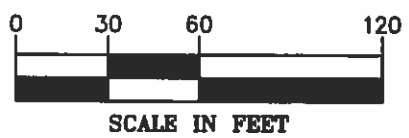




GLENWOOD AVENUE
(66' WIDE)



(STATE ROUTE 82)
EL CAMINO REAL
(100' WIDE)



BASIS OF BEARINGS

THE BEARING N57°06'19"W OF THE NORTHEASTERLY LINE OF EL CAMINO REAL (STATE ROUTE 82), BETWEEN TWO FOUND MONUMENTS, AS SAID BEARING WAS BASED ON ROTATED ANGLE OF 01°13'41" CLOCKWISE, FROM THE BEARING SHOWN AS S58°20'E ON MAP ENTITLED "SUBDIVISION OF 11.88 ACRE TRACT NEAR MENLO PARK KNOWN AS DOMINGA TRACT," FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY IN VOLUME B OF ORIGINAL MAPS AT PAGE 49 AND A COPY THEREOF ENTERED IN BOOK 2 OF MAPS AT PAGE 75, RECORDS OF SAN MATEO COUNTY.

LEGEND

- EASEMENT LINE
- LOT LINE
- RECORD DATA PER 2 M 75

VALPARAISO AVENUE

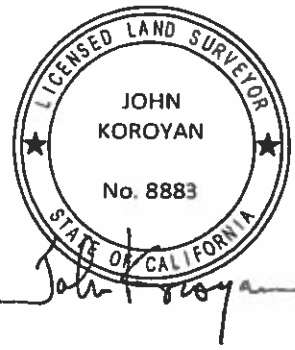


EXHIBIT "B"
PLAT TO ACCOMPANY
LEGAL DESCRIPTION



K:\2015\156047_MENLO_HOTEL\SURVEY\DWG\PLATS\1400_ECR_PAE.DWG



1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
408-467-9100
408-467-9199 (FAX)

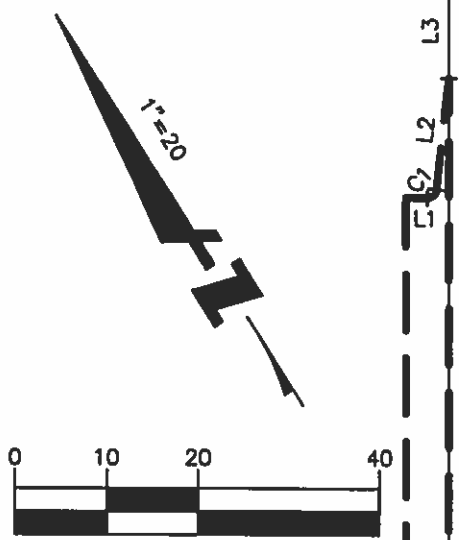
Subject PUBLIC ACCESS EASEMENT
1400 EL CAMINO REAL, MENLO PARK, CA
Job No. 20156047
By MDB Date 07-08-16 Chkd. JVK
SHEET 1 OF 2

LEGEND

-  EASEMENT LINE
-  LOT LINE
- () RECORD DATA PER 2 M 75
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING

LINE TABLE		
NO.	DIRECTION	LENGTH
L1	S57°10'21"E	2.27'
L2	N39°09'40"E	12.06'
L3	N32°49'39"E	10.66'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	1.00'	83°39'59"	1.46'
C2	15.00'	11°57'16"	3.13'



GLENWOOD AVENUE

N32°49'39"E (N31°40'E)
149.97' (150.00')

N32°49'39"E
9.56'

EL CAMINO REAL

(S58°20'E)
N57°04'08"W 150.00'

N57°06'19"W 150.00'
T.P.O.B. P.O.B.

S57°06'19"E 144.36'
148.38'
N57°06'19"W 150.00'
(S58°20'E)

LOT 15
2 M 75

LOT 16
2 M 75

LOT 14
2 M 75

N32°49'39"E 112.58'
136.55'
S32°49'39"W 149.88'
(N31°40'E 150.00')

PUBLIC ACCESS
EASEMENT
1,980 S.F.±

DETAIL
N.T.S.

R=9.00'
Δ=27°52'54"
L=4.38'
S29°17'27"E (R)

T.P.O.B. SEE DETAIL P.O.B.

K:\2015\156047_MENLO_HOTEL\SURVEY\DWG\PLATS\1400_ECR_PAE.DWG

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION



1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
408-467-9100
408-467-9199 (FAX)

Subject **PUBLIC ACCESS EASEMENT**
1400 EL CAMINO REAL, MENLO PARK, CA
Job No. 20156047
By MDB/DIS Date 07-08-16 Chkd. JVK
SHEET 2 OF 2

Closure Calculations
1400 El Camino Real
MENLO PARK, CALIFORNIA

Project: 20156047
PUBLIC ACCESS EASEMENT

July 8, 2016
BKF No. 20156047

Parcel name: Public Access Easement

North: 1,992,917.0255' East: 6,071,869.5414'

Segment# 1: Line

Course: N57° 06' 19"W Length: 148.38'
North: 1,992,997.6096' East: 6,071,744.9508'

Segment# 2: Line

Course: N32° 49' 39"E Length: 9.56'
North: 1,993,005.6429' East: 6,071,750.1334'

Segment# 3: Line

Course: S57° 06' 19"E Length: 144.36'
North: 1,992,927.2414' East: 6,071,871.3481'

Segment# 4: Curve

Length: 4.38' Radius: 9.00'
Delta: 27°52'54" Tangent: 2.23'
Chord: 4.34' Course: N46° 46' 06"E
Course In: N29° 17' 27"W Course Out: S57° 10' 21"E
RP North: 1,992,935.0908' East: 6,071,866.9449'
End North: 1,992,930.2118' East: 6,071,874.5077'

Segment# 5: Line

Course: N32° 49' 39"E Length: 112.58'
North: 1,993,024.8135' East: 6,071,935.5386'

Segment# 6: Line

Course: S57° 10' 21"E Length: 2.27'
North: 1,993,023.5829' East: 6,071,937.4461'

Segment# 7: Curve

Length: 1.46' Radius: 1.00'
Delta: 83°39'59" Tangent: 0.90'
Chord: 1.33' Course: N80° 59' 39"E
Course In: N32° 49' 39"E Course Out: S50° 50' 20"E
RP North: 1,993,024.4232' East: 6,071,937.9882'
End North: 1,993,023.7917' East: 6,071,938.7636'

Segment# 8: Line

Course: N39° 09' 40"E Length: 12.06'
North: 1,993,033.1427' East: 6,071,946.3795'

Segment# 9: Line
Course: S32° 49' 39"W
North: 1,992,918.3988'

Length: 136.55'
East: 6,071,872.3542'

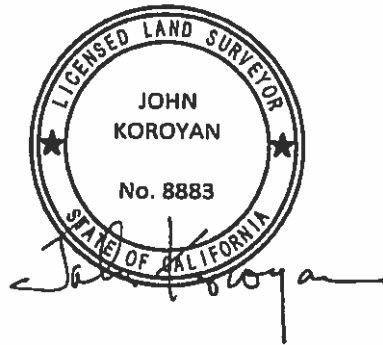
Segment# 10: Curve
Length: 3.13'
Delta: 11°57'16"
Chord: 3.12'
Course In: N31° 54' 43"W
RP North: 1,992,931.1318'
End North: 1,992,917.0326'

Radius: 15.00'
Tangent: 1.57'
Course: S64° 03' 55"W
Course Out: S19° 57' 27"E
East: 6,071,864.4250'
East: 6,071,869.5448'

Perimeter: 574.73'
Error Closure: 0.0079
Error North : 0.00710

Area: 1,980 Sq.Ft.
Course: N25° 37' 54"E
East: 0.00341

Precision 1: 72,750.63



RECORDING REQUESTED BY
Pollock 1400 ECR, LLC
150 Portola Road
Portola Valley, CA 94028-7852

WHEN RECORDED MAIL TO
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary Transfer Tax: \$-0- No apparent value
"No fee required" (Government Code Section 6103 & 27383)
Recorded for the benefit of the City of Menlo Park.

IRREVOCABLE OFFER OF DEDICATION
OF STREET RIGHT-OF-WAY
(CITY OF MENLO PARK, CALIFORNIA)

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and the benefits to accrue to them by reason of the location and establishment by the City of Menlo Park, of a public street upon, over, and across said land, **Pollock 1400 ECR, LLC**, a Delaware limited liability company ("**Grantor**"), does hereby certify that it is the legal owner of the hereinafter described real property, and Grantor does hereby irrevocably offer to dedicate (this "**Irrevocable Offer to Dedicate**") to **City of Menlo Park**, a municipal corporation in the County of San Mateo, State of California ("**Grantee**"), an easement and right-of-way and incidents thereto for public street purposes upon, over, and across the said land situated in said City of Menlo Park and more particularly described and shown in Exhibit A and B, attached hereto and incorporated herein by this reference.


This Irrevocable Offer to Dedicate shall continue in full force and effect until the date Grantee accepts or rejects such offer. If Grantee fails to accept this Irrevocable Offer to Dedicate by July 1, 2017, then such offer shall be deemed rejected. If the Irrevocable Offer to Dedicate is rejected by Grantee, then the Grantor shall be automatically released from such offer. The dedication of the land described herein for public street purposes shall be deemed completed and shall become permanent upon acceptance of the offer to dedicate by the Grantee as evidenced by a Certificate of Acceptance or Resolution accepting such offer. The provisions of this Irrevocable Offer to Dedicate shall inure to the benefit of and be binding upon the heirs, successors, assigns, and personal representatives of the respective parties hereto.

The property described in Exhibit A is a portion of the property commonly known as 1400 El Camino Real in the City of Menlo Park State of California [APN: 061-422-500].

[Signature Page Follows]

In witness whereof, this instrument has been executed as of Sept 15, 2016 and recorded.

Pollock 1400 ECR, LLC,
a Delaware limited liability company

By: 
Name: Lincoln W. Westcott
Title: manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
 : ss.
COUNTY OF San Mateo)

On Sept. 15, 2016, before me, Beatrice Morin Notary Public, personally appeared Lincoln W. Westcott, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacities, and that by his/~~her~~/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Beatrice Morin
Notary Public

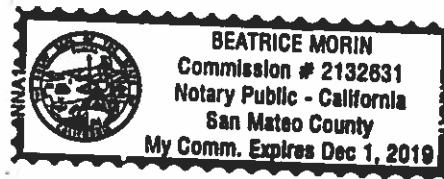


EXHIBIT "A"

STREET DEDICATION
1400 El Camino Real, Menlo Park, CA

All that real property situate in the City of Menlo Park, County of San Mateo, State of California, described as follows:

Being a portion of Lot 16, as said lot is shown upon the map of "Subdivision of 11.88 Acre Tract Near Menlo Park Known as Dominga Tract", filed in the office of the County Recorder of said San Mateo County on November 15, 1895, in Volume B of Original Maps at Page 49 and a copy thereof entered in Book 2 of Maps at Page 75, Records of San Mateo County, described as follows:

BEGINNING at the most southerly corner of said Lot 16, said corner being also the intersection of the northeasterly line of El Camino Real (State Highway 82) with the northwesterly line of Glenwood Avenue, being 66.00 feet in width;

Thence leaving said corner and along said northeasterly line of El Camino Real, North 57°06'19" West, 1.62 feet to the beginning of a non-tangent curve, concave to the northwest, having a Radius of 15.00 feet, with a radial line that bears South 19°57'27" East;

Thence leaving said northeasterly line of El Camino Real, northeasterly along said non-tangent curve, through a central Angle of 11°57'16", for an arc Length of 3.13 feet to said northwesterly line of Glenwood Avenue;

Thence along said northwesterly line of Glenwood Avenue, South 32°49'39" West, 2.67 feet to the point of **BEGINNING**.

Containing an area of 2 square feet, more or less.

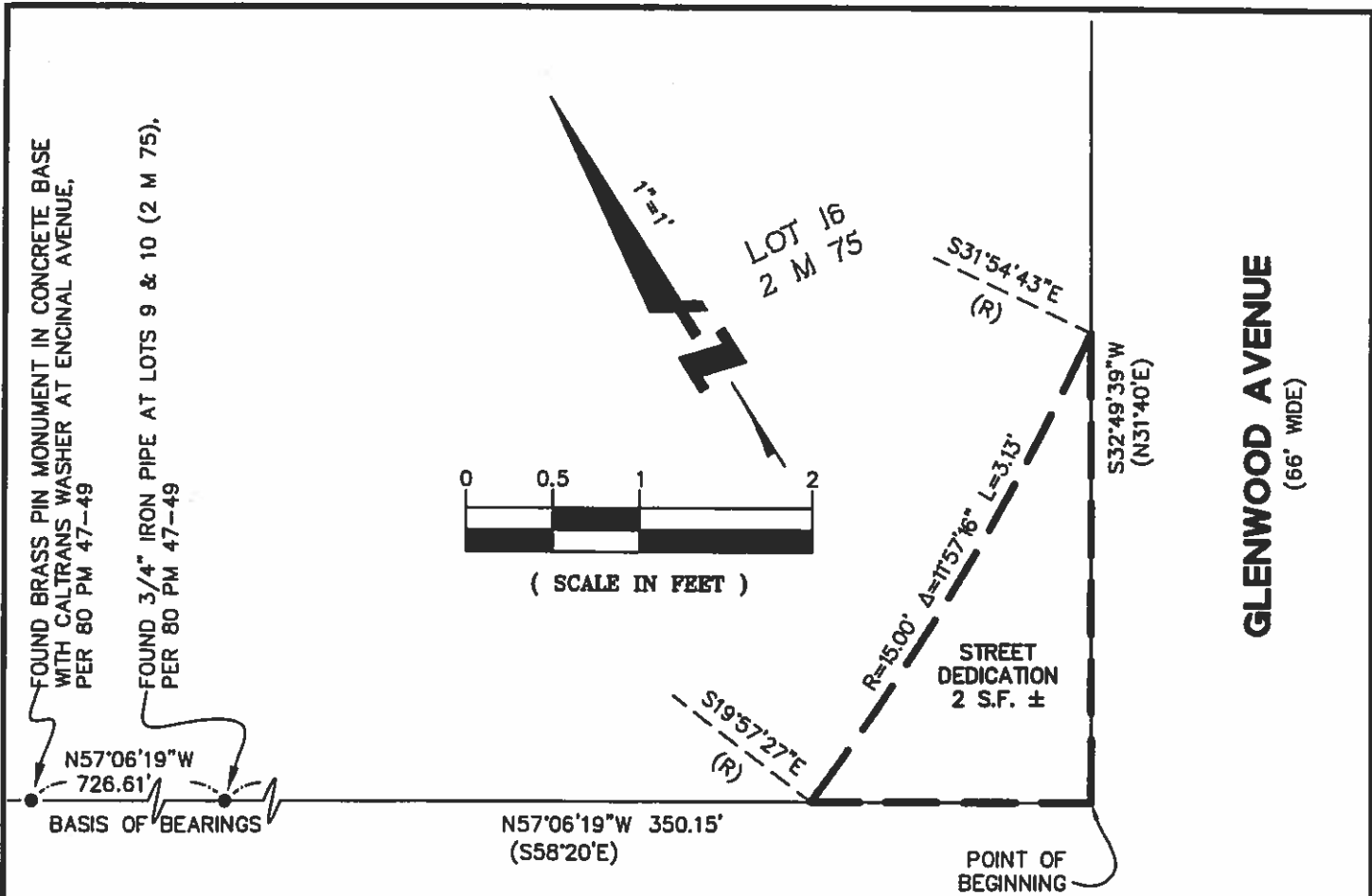
As shown on EXHIBIT "B" attached hereto and made a part hereof.

This legal description was prepared by me or under my direction.

By: 
John Koroyan
P.L.S. No. 8883



Dated: JULY 8, 2016



GLENWOOD AVENUE
(66' WIDE)

EL CAMINO REAL
(STATE ROUTE 82)
(100' WIDE)

LEGEND

- STREET DEDICATION
- LOT LINE
- RECORD DATA PER 2 M 75

BASIS OF BEARINGS

THE BEARING N57°06'19"W OF THE NORTHEASTERLY LINE OF EL CAMINO REAL (STATE ROUTE 82), BETWEEN TWO FOUND MONUMENTS, AS SAID BEARING WAS BASED ON ROTATED ANGLE OF 011°3'41" CLOCKWISE, FROM THE BEARING SHOWN AS S58°20'E ON MAP ENTITLED "SUBDIVISION OF 11.88 ACRE TRACT NEAR MENLO PARK KNOWN AS DOMINGA TRACT," FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY IN VOLUME B OF ORIGINAL MAPS AT PAGE 49 AND A COPY THEREOF ENTERED IN BOOK 2 OF MAPS AT PAGE 75, RECORDS OF SAN MATEO COUNTY.

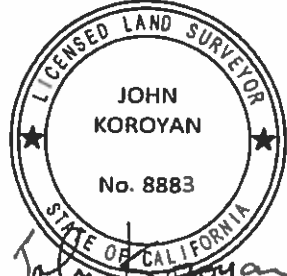


EXHIBIT "B"
PLAT TO ACCOMPANY
LEGAL DESCRIPTION

/K: \2015\156047_MENLO_HOTEL\SURVEY\DWG\PLATS\1400_ECR_STREET_DEDICATION.DWG



1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
408-467-9100
408-467-9199 (FAX)

Subject STREET DEDICATION
1400 EL CAMINO REAL, MENLO PARK, CA
Job No. 20156047
By MDB/DIS Date 07-08-16 Chkd. JVK
SHEET 1 OF 1

Closure Calculations
1400 El Camino Real
MENLO PARK, CALIFORNIA

Project: 20156047
STREET DEDICATION

June 21, 2016
BKF No. 20156047

Parcel name: Street Dedication

North: 1,992,916.1447' East: 6,071,870.9012'

Segment# 1: Line

Course: N57° 04' 08"W Length: 1.62'
North: 1,992,917.0254' East: 6,071,869.5415'

Segment# 2: Curve

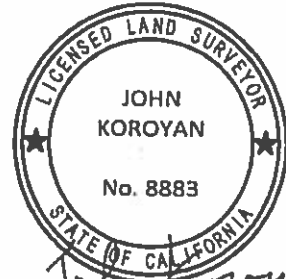
Length: 3.13' Radius: 15.00'
Delta: 11°57'16" Tangent: 1.57'
Chord: 3.12' Course: N64° 03' 55"E
Course In: N19° 57' 27"W Course Out: S31° 54' 43"E
RP North: 1,992,931.1246' East: 6,071,864.4216'
End North: 1,992,918.3917' East: 6,071,872.3509'

Segment# 3: Line

Course: S32° 49' 39"W Length: 2.67'
North: 1,992,916.1481' East: 6,071,870.9034'

Perimeter: 7.42' Area: 2 Sq.Ft.
Error Closure: 0.0040 Course: N33° 55' 20"E
Error North : 0.00333 East: 0.00224

Precision 1: 1,855.00





STAFF REPORT

City Council

Meeting Date: 10/11/2016

Staff Report Number: 16-172-CC

Consent Calendar:

Adopt a resolution accepting Public Right of Way Easement from Menlo Park Fire Protection District (700 Oak Grove Avenue)

Recommendation

Staff recommends that the City Council adopt a resolution (Attachment A) accepting dedication for Public Right-of-Way Easement described and shown as in Attachment B from Menlo Park Fire Protection District and authorize the City Manager to sign the agreement for the easement required by conditions of approval of the project.

Policy Issues

In order for the City to utilize the easement for right-of-way purposes, it must be accepted by the City Council. City Council authorize the City Manager to sign the certificate of acceptance for the said right-of-way easement. The acceptance of public right-of-way easements is consistent with the approved conditions of approval for the proposed 700 Oak Grove Fire Station 6 project.

Background

The proposed development is to construct a new fire station consisting of a two-story firehouse and a vintage vehicle display building and relocation of the existing carriage house from its present location at 300 Middlefield Road. The Planning Commission approved the proposed development on January 13, 2015.

Analysis

Along the project frontage on Oak Grove, there is a 16 foot-wide Plan Line that runs parallel to Oak Grove Avenue between University Drive and the railroad tracks. The City uses this Plan Line to reserve land in case of future road widening. On previous developments located between University Drive and Hoover Street, the City has routinely required that applicants dedicate the first eight feet of the Plan Line to the City. The applicant for the project at 700 Oak Grove Avenue has agreed to dedicate the eight-foot wide parcel within the Plan Line area along Oak Grove Avenue for public use. Examples of Oak Grove Avenue dedications associated with development projects that were approved by Council include:

1. An Oak Grove Building project located at 724-726 Oak Grove Avenue in 1984;
2. A two unit condominium project located at 704-706 Oak Grove Avenue in 1994;
3. An Oak Grove Condominiums project located at 848-850 Oak Grove Avenue in 2001; and
4. Mixed use project located at 702 Oak Grove with dedication currently in progress.

The area of the proposed dedication of land for the project is approximately 500 square feet.

At some point in time, the City Council may wish to revisit whether or not the City has any intention to require a dedication in excess of the eight feet between University Drive and Hoover Street. The Council could choose to amend the plan line and reduce the width from 16 feet to 8 feet consistent with Municipal Code Chapter 13.16. By reducing the Plan Line width, there would be less uncertainty for property owners along this stretch of Oak Grove Avenue when planning improvements on private property. The upcoming Transportation Master Plan could provide the appropriate venue for reviewing the Plan Line.

Impact on City Resources

The staff time associated with review and acceptance of the easement dedications are fully recoverable through fees collected from the applicant.

Environmental Review

The acceptance of the dedication of the right of way easement is categorically exempt under Class 1 of the current State of California Environmental Quality Act Guidelines.

Public Notice

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

Attachments

- A. Resolution
- B. Right-of-Way Easement Dedication

Report prepared by:
Harris Siddiqui, Associate Civil Engineer

Report reviewed by:
Ebby Sohrabi, Senior Civil engineer
Ruben Niño, Assistant Public Works Director

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
ACCEPTING DEDICATION OF A PUBLIC RIGHT OF WAY EASEMENT
FROM THE MENLO PARK FIRE PROTECTION DISTRICT (700 OAK
GROVE AVENUE)**

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 therefor,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Menlo Park that the City Council does hereby accept the dedication a public of right of way easement from the Menlo Park Fire Protection District (700 Oak Grove Avenue) as shown in Exhibits A and B; and

BE IT AND IT IS HEREBY ALSO RESOLVED that the City Council authorizes the City Manager to sign the certificate of acceptance for said easement.

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 eleventh day of October, 2016, 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 eleventh day of October, 2016.

Pamela Aguilar, CMC
City Clerk

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EXHIBIT "A"


**LEGAL DESCRIPTION
EASEMENT FOR PUBLIC USE FOR STREET AND UTILITY PURPOSES
LANDS OF MENLO PARK FIRE PROTECTION DISTRICT
MENLO PARK, SAN MATEO COUNTY, CALIFORNIA**

All that certain real property situate in the City of Menlo Park, County of San Mateo, State of California, being a portion of the Lands described in Document No. 2015-077863, recorded July 23, 2015, Official Records of said County; being more particularly described as follows:

A strip of land 8 feet wide lying contiguous to and northwesterly of the southeasterly line of said Lands, and contiguous to Oak Grove Avenue.

As shown on EXHIBIT "B", attached hereto and made a part hereof.

Description prepared by MacLeod and Associates, Inc.

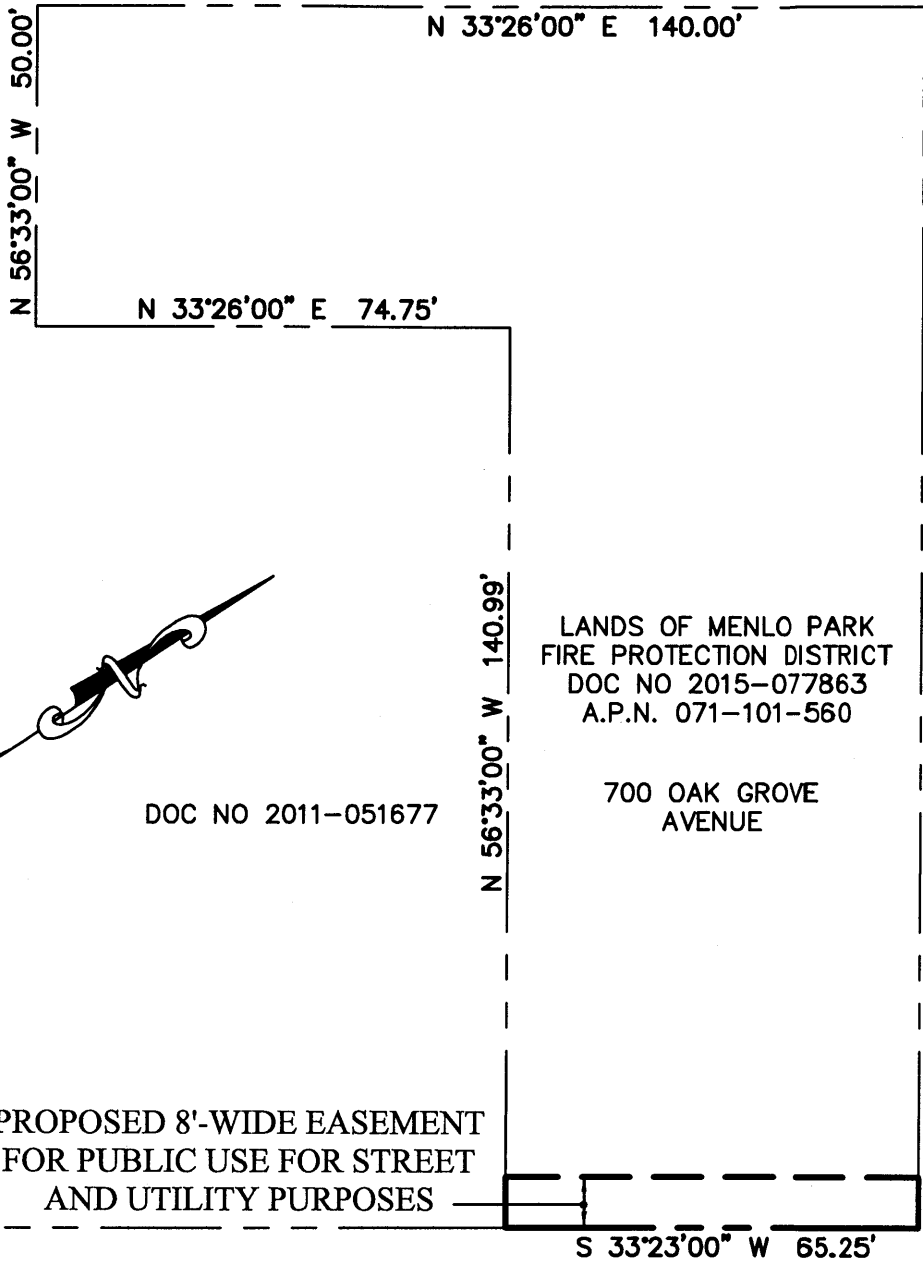


Daniel G. MacLeod L.S. 5304

Aug. 29, 2016

Date





HOOVER STREET
(FORMERLY FREMONT AVENUE)

LANDS OF MENLO PARK
FIRE PROTECTION DISTRICT
DOC NO 2015-077863
A.P.N. 071-101-560

700 OAK GROVE
AVENUE

DOC NO 2011-051677

PROPOSED 8'-WIDE EASEMENT
FOR PUBLIC USE FOR STREET
AND UTILITY PURPOSES

OAK GROVE AVENUE

EXHIBIT "B"



PROPOSED 8'-WIDE EASEMENT FOR PUBLIC USE FOR STREET AND UTILITY PURPOSES, 700 OAK GROVE AVENUE
MENLO PARK SAN MATEO COUNTY CALIFORNIA

PREPARED FOR: MENLO PARK FIRE PROTECTION DISTRICT

EXHIBIT "B"	PLAT: R.S.	SCALE: 1" = 30'	DATE: 08-29-16	JOB #: 3833-13
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MacLEOD AND ASSOCIATES
CIVIL ENGINEERING • LAND SURVEYING
965 CENTER STREET SAN CARLOS CA 94070 (650) 593-8580



STAFF REPORT

City Council

Meeting Date: 10/11/2016

Staff Report Number: 16-176-CC

Consent Calendar: Authorize the City Manager to execute an amendment to the City's contract with PlaceWorks in an amount not to exceed \$87,000 and appropriate \$87,000 from the General Capital Improvement Fund for the ConnectMenlo General Plan and M-2 Area Zoning Update

Recommendation

Staff recommends that the City Council authorize the City Manager to execute the proposal for additional services by PlaceWorks and its subconsultants for the ConnectMenlo project in an amount not to exceed \$87,000 and appropriate \$87,000 from the General Capital Improvement Fund for the General Plan and M-2 Area Zoning Update.

Policy Issues

The General Plan and M-2 Area Zoning Update process will consider a number of policy issues. The Planning Commission and City Council will need to consider whether the proposed land use changes and zoning regulations reflect desired development and support the overall Guiding Principles, and goals and policies of the General Plan Update.

The action item for the Council's consideration on October 11, 2016 is regarding an amendment to the budget and scope of work to complete the proposed project in a timely manner. No discussion or action on the merits of the project will be taken on October 11. The Planning Commission is scheduled to review and make a recommendation to the City Council on the General Plan and M-2 Area Zoning Update on Wednesday, October 19, and if needed, on Monday, October 24, 2016. The City Council is tentatively scheduled to review the proposed project on November 15, 2016.

Background

The completion of the General Plan and M-2 Area Zoning Update has been identified as a top City Council priority in its Work Plan for 2016. The General Plan serves as the City's comprehensive and long range guide to land use and infrastructure development in the City. The General Plan and M-2 Area Update scope of services and budget was approved by the City Council on June 17, 2014 in the amount not to exceed \$1,650,000, which is inclusive of a 10% contingency. The scope of work includes a comprehensive work program led by the consulting firm PlaceWorks and a number of subconsultants to support the various components and tasks associated with the project, including crafting the update of the Land Use and Circulation Elements, developing new zoning regulations and design standards for consistency with the General Plan Update, and preparing an Environmental Impact Report (EIR) and a Fiscal Impact Analysis (FIA) for the project.

Since the summer of 2014, the City has embarked on the General Plan Update and M-2 Area Zoning

Update process known as ConnectMenlo. One of the key components of the ConnectMenlo process has been an extensive public outreach process. Thus far, over 60 meetings, events and activities related to ConnectMenlo have occurred to help educate and inform, share ideas, and gather input on the potential changes in the current M-2 Area of the City and citywide circulation. The consultant team has diligently worked with staff to meet project milestones within the aggressive schedule established by Council, and has been very flexible and responsive to accepting new tasks to meet the Council's expectations for an inclusive and open process. For example, in March 2015, given the complexity of crafting the maximum development potential to be studied in the EIR and the desire for more community input, the Council requested that staff return with a modified schedule that would provide more opportunities for community outreach and engagement and delay the release of the Notice of Preparation (NOP) and the EIR. At that time, the modified schedule incorporated seven new meetings. Five of the seven additional meetings identified in the modified schedule were not anticipated in the work program. Payment for those services were funded through the \$150,000 set aside as the project contingency. The other two meetings were identified in the scope on an as-needed basis.

In the Spring of 2016, at the request of the Council, the consultant team conducted three "deep dive" sessions on specific aspects of the proposed zoning regulations. These additional meetings provided more opportunities for the public to learn about the various topics, to engage in dialogue with staff and the consultant team, and to provide input on the proposed regulations. More recently, the team hosted a session on the EIR in July 2016 and two open houses in September 2016 given the Council's interest in additional public outreach. The consultant has been able to apply unused funds for tasks already completed and shift remaining funds to accommodate the additional work within the existing budget and contingency. However, works remains to complete the project, and a budget amendment is being requested at this time and is further discussed in the Analysis section below.

Analysis

The consultant team is requesting a budget and scope of work amendment in the amount not to exceed \$87,000. The request is more detailed in Attachment A, and includes requests from PlaceWorks, BAE Urban Economics and TJKM, the latter two who are subconsultants and prepared the FIA and transportation impact analysis, respectively. The budget amendment stems from two primary factors: 1) additional work on the preparation of the Final EIR that was not previously anticipated and 2) expected refinements to the draft Elements, Zoning Ordinances, FIA, and participation at upcoming public hearings. While the total consultant hours spent on the environmental review process is almost double the original budgeted hours, this is to be expected given the number and complexity of the comments received on the Draft EIR. In preparation for the upcoming Planning Commission meeting on October 19, the team has been finalizing drafts of the Land Use and Circulation Elements, FIA, and proposed zoning regulations and design standards. Finalizing these documents and consultant attendance at the upcoming meetings are essential to the successful completion of the project. The consultants have identified a budget to complete the remaining work, which seems reasonable given the tasks that have been and will need to be accomplished.

Impact on City Resources

As part of their acceptance of the Comprehensive Annual Financial Report for the fiscal year ending June 30, 2015, the City Council transferred \$2.383 million from the General Fund to the General Capital Improvement Fund to provide for future project appropriations such as the General Plan Update project. The \$2.383 million represented a portion of the General Fund's operating surplus in 2014-15 which totaled \$3.345 million. This action does not impact the 2016-17 operating budget.

Environmental Review

A Draft Environmental Impact Report (DEIR) has been prepared for the project and was circulated for public review and comment between June 1 and August 1, 2016. The Final EIR will be released on October 10, 2016, and will be considered by the Planning Commission on October 19, 2016.

Public Notice

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

Attachments

A. ConnectMenlo Budget Augment Request

Report prepared by:
Deanna Chow, Principal Planner

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MEMORANDUM

DATE October 3, 2016
TO Deanna Chow, Principal Planner
 Arlinda Heineck, Community Development Director
FROM Charlie Knox, Principal
SUBJECT ConnectMenlo Budget Augment Request

The purpose of this memorandum and attachments is to request \$87,000 in additional City funds to complete the ConnectMenlo project.

The request, detailed in the attachments from PlaceWorks and two subconsultants, is necessitated by:

- Time needed to respond to more than 800 individual comments (more than 80 letters) regarding the Draft Environmental Impact Report (DEIR). The project contract calls for PlaceWorks staff to spend up to 40 hours on this task, which has been exceeded more than tenfold.
- Coordination between the ConnectMenlo and Facebook Expansion DEIRs. The extensive and detailed nature of this task, especially regarding transportation, has far exceeded workload estimates.
- Additional meetings directed by the City Council. We have been able to absorb these costs until recently, but now are no longer able to do so due to their cumulative effect on project funds.

The combination of these factors is placing significant pressure on the project team to look for budget savings at a time when the priority should instead be quality of remaining process and final products.

Please be assured that we will be careful in expending these funds in the hope that the full amount may not be needed and that the added funds will allow us to stay on schedule without needing to seek additional funds beyond those requested here.

Thank you for your consideration of this request.

**ConnectMenlo General Plan Update and EIR
Proposed Contract Modification - Oct. 3, 2016**

TASKS WITH REMAINING WORK	PlaceWorks Contract Hours	PlaceWorks Hours to Date	PlaceWorks Labor Budget	Budget Remaining	Added Budget Requested*	Remaining Items / Notes
2.11 City Council Outreach	444	400	\$69,040	\$1,700	\$7,500	Principal attendance at anticipated additional meetings
3.1 Circulation Element Update	220	220	37,340	2,000	7,000	Policy edits to track zoning; layout, graphics and narrative
3.2 Land Use Element Update	568	490	70,920	2,800	7,000	Policy edits to track zoning; layout, graphics and narrative
3.5 M-2 Area Zoning Ordinance Update	608	550	72,660	0	8,500	Finalize standards and provisions
3.6 Environmental Review	784	1360	100,060	0	35,000	Contract specifies 40 hours for response to comments; >480 to date
3.7 Fiscal Analysis & Economic Reports	64	56	10,440	0	3,000	Finalize community amenities formula and process
4. Project Management	320	540	96,200	0	3,000	Team coordination
5. Project Contingency				20,500		
PlaceWorks Subtotal					\$71,000	
Total Remaining PlaceWorks Funds					\$27,000	
Total PlaceWorks Request					\$44,000	
Subconsultants						
TJKM Response to Draft EIR Comments					13,000	
BAE Fiscal/Community Amenities Analysis					30,000	
Subconsultant Subtotal					\$43,000	
TOTAL AUGMENT REQUESTED					\$87,000	

**Not-to-exceed amount based on actual hours invoiced*

Memorandum

To: Charlie Knox, PlaceWorks, Inc.
From: David Shiver, Principal
Stephanie Hagar, Vice-President
Date: October 3, 2016
Re: Request for Budget Adjustment for New Requested Services

This memorandum provides information regarding BAE's request for a budget augment of \$10,000 for work already completed through August 2016 for the Community Benefits and Fiscal Impact components of Connect Menlo, and BAE's request for a not-to-exceed budget augment of \$20,000 for additional urban economics and real estate consulting services related to new requested support for the Community Benefits and Fiscal Impact components of Connect Menlo. The total requested budget augment for work already completed and upcoming requested work totals \$30,000.

Thank you for your consideration of this request.

Work Already Completed

Our request for an additional \$10,000 for work already completed is to cover approximately \$15,000 of additional time at BAE billing rates which we have expended to provide the City with beyond-scope support in the form of additional research, meetings, and response to requests. The following provides detailed information.

- 1. Community Benefits Implementation Options and Refinements.** In fall 2015 through May 2016, BAE was asked to refine and expand implementation options to structure a workable CB program targeting M-2. This additional work developed several new option to administer the program and value the benefits to achieve City goals. This work was also incorporated into two additional presentations on this topic.
- 2. FIA Analytical Revisions and Refinements.** During summer 2016, BAE provided a draft FIA per our scope and city staff direction. Upon review, city staff directed BAE to refine the analysis to incorporate all existing and all future buildout activities. This required extensive revisions to the BAE FIA model, to estimate existing development's contribution to the General Fund and expenditures to support existing conditions.
- 3. Additional Meetings.** As a result of the above changes, and at the direction of PlaceWorks and the City, BAE attended 2 additional meetings beyond those specified

San Francisco

2600 10th St., Suite 300
Berkeley, CA 94710
510.547.9380

Sacramento

803 2nd St., Suite A
Davis, CA 95616
530.750.2195

Los Angeles

706 South Hill St., Suite 1200
Los Angeles, CA 90014
213.471.2666

Washington DC

1400 I St. NW, Suite 350
Washington, DC 20005
202.588.8945

New York City

49 West 27th St., Suite 10W
New York, NY 10001
212.683.4486

in our contract. The two additional meetings occurred on October 23, 2015 (presentation on Methods of Calculating Community Benefits) and on April 21, 2016 (GPAC Meeting to discuss Community Benefits).

Due to these additional items, which totaled over 80 additional hours of BAE work (in excess of \$15,000 of our time at our billing rates for 2015), we request an additional \$10,000.

Upcoming Work to be Completed

Our request is to cover additional time at 2015 BAE billing rates required to provide the City with additional research, meetings, and response to requests that are beyond the scope of BAE's current contract. The following provides detailed information regarding this new work:

4. **Community Benefits Implementation Options and Refinements.** The City has requested that BAE conduct additional analysis and provide materials related to community benefits implementation. This budget augment will cover the cost to prepare one updated set of pro-formas and one updated set of PowerPoint presentation slides as directed by PlaceWorks and the City, including information related to other cities' practices (BAE will review pertinent new, recently released community benefit studies).
5. **FIA Analytical Revisions and Refinements.** The City has requested analysis of additional development scenarios as part of BAE's FIA analysis, including an analysis of the buildout of the existing General Plan and the net increment of new development that would result from Connect Menlo. This budget augment will cover the cost for BAE to complete these revisions, including edits in response to up to one set of consolidated comments from the City.
6. **Additional Meetings.** The City has asked that BAE staff (David Shiver or Stephanie Hagar) attend up to 7 additional future meetings beyond those specified in our contract. The quoted price reflects one BAE staff person attendance per meeting.

To accomplish these additional new items, we would require an augment of \$20,000, to be charged on a not to exceed basis.

Hours and Billing Rates

The following table shows a breakdown of the hours, billing rates, and total fees for the tasks described in this budget augment request.

Task	Hours		Total Fees
	David Shiver, Principal	Stephanie Hagar, Vice President	
Community Benefits Implementation Options and Refinement	27	2	\$7,775
<i>Work Already Completed</i>	13	0	\$3,575
<i>Upcoming Work to be Completed</i>	14	2	\$4,200
FIA Analytical Revisions and Refinements	7	58	\$12,075
<i>Work Already Completed</i>	2	18	\$3,700
<i>Upcoming Work to be Completed</i>	5	40	\$8,375
Additional Meetings	25	20	\$10,375
<i>Work Already Completed</i>	10	0	\$2,750
<i>Upcoming Work to be Completed</i>	15	20	\$7,625
Total - All Tasks	59	80	\$30,225

Billing Rates:

Principal	\$ 275.00
Vice President (Charged at Senior Associate Rate)	\$ 175.00



September 26, 2016

Charlie Knox
Placeworks
1625 Shattuck Avenue, Suite 300
Berkeley, CA 94709

Subject: Amendment for ConnectMenlo General Plan Contract for EIR Response to Comments

Dear Charlie:

TJKM has enjoyed being a part of the Placeworks Team for the ConnectMenlo General Plan update in Menlo Park. We look forward to its successful completion. The purpose of this letter is to document the requested amendment to our existing contract.

Our request for a fee adjustment pertains to the EIR Response to Comments:

- As you know, the volume of public comments received on the Draft EIR vastly exceeded the typical EIR response, attributable to heightened public interest in both the ConnectMenlo and Facebook EIRs. A total of 210 transportation comments were received. Presuming roughly one-half hour to review each comment and provide responses, the total effort would add up to roughly 105 hours.
- Based on that volume, the effort of reviewing the comments and providing responses substantially exceeds the typical level of effort for an EIR response to comments, which is generally about 40 hours.

Based on the above: **we are requesting a budget augment of \$13,000** that accounts for 65 hours of additional effort.

Thanks for your consideration.

Very truly yours,

A handwritten signature in black ink that reads "Chris D. Kinzel".

Chris D. Kinzel, P.E.
Vice President

Cc: Nayan Amin, Colin Burgett



STAFF REPORT

City Council

Meeting Date: 10/11/2016

Staff Report Number: 16-174-CC

Consent Calendar:

Approve Sixth Amendment to the agreement for services of the City Attorney

Recommendation

Consider approval of the Sixth Amendment to the Agreement for Services of the City Attorney between the City of Menlo Park and William L. McClure.

Policy Issues

There are no direct policy issues presented by the proposed Sixth Amendment.

Background

The City entered into an Agreement for Services of the City Attorney with William L. McClure dated effective September 7, 1993, which was subsequently amended in 2000, 2002, 2005, 2007, and 2011. McClure's current monthly salary is nine thousand dollars (\$9,000.00). He receives health benefits, and shares the cost of his retirement plan. Hourly rates for retainer work and development related legal services by McClure's firm currently range from \$110.00 to \$350.00 per hour. The City is now credited \$10,650 per month toward retainer payments.

Analysis

The proposed Sixth Amendment: 1) Increases McClure's monthly salary to \$10,000.00 per month effective October 2, 2016; 2) Effective October 1, 2016, increases the hourly rates for "retainer" work to \$225.00 per hour for legal services provided by McClure and other partners within McClure's firm, \$200.00 per hour for legal services performed by associates of the firm, and \$110.00 per hour for services performed by paralegals, law clerks and legal assistants; 3) Increases the City's credit against retainer hours to \$11,500 per month effective October 1, 2016; and 4) Effective October 1, 2016, with respect to legal services provided to City for development projects processed by the Community Development Department for which City is reimbursed by the applicant/property owner (other than single family home projects involving a single housing unit), increases hourly rates to \$350.00 per hour for legal services provided by McClure and other partners within McClure's firm, \$240.00 hour for legal services performed by associates of the firm, and \$125.00 per hour for services performed by paralegals, law clerks and legal assistants. A survey of other contract city attorneys' compensation and hourly rates was reviewed and the proposed compensation and hourly rates are within the range of local contract city attorneys.

Impact on City Resources

There is sufficient funding to cover the proposed amendment in the adopted budget for 2016-17.

Environmental Review

No environmental review is required.

Public Notice

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

Attachments

- A. Sixth Amendment to Agreement for Services of City Attorney
- B. Agreement for Services of City Attorney, including First through Fifth Amendments

Report prepared by:

Lenka Diaz

Human Resources Manager

SEP 22 1993

PERSONNEL DEPT.

AGREEMENT FOR SERVICES OF CITY ATTORNEY

This Agreement is effective on Sept. 7, 1993, and is made by and between the CITY OF MENLO PARK, a Municipal corporation ("CITY") and WILLIAM L. McCLURE ("Attorney").

RECITALS

WHEREAS, pursuant to California Government Code section 36505, the City Council of CITY may appoint a City attorney; and

WHEREAS, pursuant to Resolution No. 4435, the City Council of CITY appointed Attorney to act as the Interim City Attorney with full power and authority to act as City Attorney until the appointment of a City Attorney; and

WHEREAS, the City Council of CITY wishes to retain and appoint Attorney to act as the City Attorney and to provide legal services to CITY in accordance with the terms and provisions of this Agreement; and

WHEREAS, Attorney wishes to act as the City Attorney and to provide such legal services in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Designation of City Attorney. Attorney is hereby appointed as the City Attorney for the CITY. Attorney is also appointed as counsel for the Community Development Agency of the CITY ("Agency").

2. Scope of Legal Services to be Provided by Attorney.

a. The following legal services shall be provided to CITY by Attorney or under the direction and supervision of Attorney without additional compensation as a part of the monthly CITY retainer to be paid to Attorney ("Retainer Services");

(1) Attendance at all regular and special City Council meetings, study sessions, and Agency Board meetings;

(2) Attendance at all Planning Commission meetings (attendance at Planning Commission study sessions upon request only);

(3) Attendance on occasion at other Board and Commission meetings upon request;

(4) Routine legal advice, consultation and opinions to the City Council, City Manager, and Staff on general municipal

matters, including but not limited to areas such as land use, CEQA, general municipal law, civil and criminal enforcement, tort liability, and risk management;

(5) Preparation/review of all proposed ordinances, resolutions, contracts, and related documents pertaining to CITY's business except M.O.U.'s and except as otherwise provided in Paragraph 2b;

(6) Review and advice regarding notices of preparation, draft negative declarations and administrative drafts of EIR's for CITY/Agency projects;

(7) Review of Staff Reports and review/preparation of Findings for CITY projects;

(8) Attendance at meetings with the City Manager and other CITY staff and members of the public as needed regarding routine CITY business;

(9) Telephone and correspondence with members of the public and press regarding routine CITY business;

(10) Assistance/advice to the City Manager and senior management of CITY regarding general personnel matters related to CITY's Personnel Rules & Regulations;

(11) Assistance/advice/correspondence regarding code enforcement and enforcement of state and local laws and codes up to the point of litigation (criminal and civil);

(12) Assistance/preparation of documents in connection with land acquisition or easements up to the point that the City Council authorizes the commencement of eminent domain proceedings;

(13) Review of/assistance with drafting minor General Plan Amendments;

(14) General advice on workers' compensation matters;

(15) Legal advice on general, non-specialized, redevelopment issues; and

(16) Approve selection of outside legal counsel and manage/supervise in conjunction with the City Manager specialized legal services as required in various matters, e.g., bond/assessment proceedings, collective bargaining, personnel, disability and workers' compensation claims.

b. The following legal services shall be provided to CITY by Attorney or under the direction and supervision of Attorney ("Non-Retainer Services"), and Attorney shall be entitled to additional compensation as more particularly set forth in Paragraph 4b of this Agreement for such Non-Retainer Services:

(1) Legal representation for all general liability claims and litigation including investigation, negotiation, and/or settlement of such claims and litigation;

(2) Legal representation in all civil and criminal litigation or arbitration proceedings involving CITY;

(3) Eminent domain proceedings;

(4) Legal services relating to updates and/or major amendments to the General Plan and/or Elements of the General Plan (questions as to whether an amendment is major shall be resolved pursuant to Paragraph 10);

(5) Municipal code review and/or recodification of CITY's Municipal Code;

(6) Negotiation/preparation of Disposition and Development Agreements, Development Agreements, Fiscal Agreements relating to the Agency, and other major agreements that occur from time to time (questions as to whether an agreement is major or minor shall be resolved pursuant to Paragraph 10); and

(7) The negotiation, review, and/or preparation of other documents or agreements where the cost of such negotiation, review, and/or preparation is reimbursed by the applicant.

3. Limitation of Duties. Attorney shall not be required to provide the following services:

a. Administration and legal representation of workers' compensation claims and litigation, except for general legal advice in the area of workers' compensation and review of settlements recommended by the CITY's contract administrators;

b. Negotiation and interpretation of M.O.U.'s and other labor related matters, including disciplinary proceedings, except to provide general legal advice on personnel matters related to the CITY's Personnel Rules & Regulations, and at the request of the CITY, review recommendations of the CITY's contract labor attorneys; and

c. Legal services related to the issuance of municipal bonds, certificates of participation, or other types of capital improvement financing and assessment proceedings, and specialized redevelopment proceedings, including updates and/or major amendments to the Agency Plan.

4. Compensation/Benefits.

a. Attorney shall be paid a monthly salary of Four Thousand Six Hundred Seventy-Four and 59/100 Dollars (\$4,674.59) for providing the Retainer Services set forth in Paragraph 2a of this Agreement ("Monthly Salary/Retainer"). The Monthly Salary/Retainer shall be considered full compensation for the purposes of contributions and withholdings with respect to PERS, income tax withholding, etc., and shall be paid bi-weekly as part of the CITY's regular payroll. In addition, CITY shall provide: Health insurance for Attorney and his spouse and family with Attorney's choice of PERS Health Plans; participation in CITY's dental reimbursement plan for Attorney and Attorney's spouse and family with a maximum reimbursement of One Thousand Six Hundred Dollars (\$1,600.00) per fiscal year; participation in the PERS Retirement System with CITY paying the employee's seven percent (7%) contribution; life insurance of Ten Thousand Dollars (\$10,000.00) for Attorney and One Thousand Five Hundred Dollars (\$1,500.00) for Attorney's spouse. Attorney shall not participate in any other CITY benefits provided to other employees of CITY.

b. For all Non-Retainer Services provided by Attorney or under the supervision and direction of Attorney by other members of Attorney's law firm, Attorney and/or Attorney's firm shall be compensated on the basis of the following reduced/discounted hourly rates: \$150 per hour for Attorney and/or Attorney's partners; \$110-125 per hour for associates of the firm; \$100 per hour for research attorneys; and \$75.00 for paralegals. Charges for Non-Retainer Services shall be billed and paid monthly following review and approval by the City Manager or the City Manager's designee. Any questions about billings that cannot be resolved between the City Manager and Attorney shall be referred to the City Council for resolution in accordance with Paragraph 10.

c. If in the opinion of Attorney and the City Manager it is determined that Attorney's membership in the National

Institute of Municipal Law Offices ("NIMLO") and/or Attorney's attendance at the City Attorney's section of the League of California Cities Spring and Fall Conferences would be in the best interest of the City, City shall reimburse Attorney the actual out-of-pocket expenses reasonably and necessarily incurred by Attorney in joining NIMLO and/or attending such conferences. Reimbursement shall be in accordance with City policies as may be in effect from time to time as adopted by the City Council for reimbursement of such expenses by Councilmembers and/or the City Manager.

5. Litigation Costs. Attorney shall be entitled to be reimbursed by the CITY for all costs advanced on CITY's behalf, such as court costs, filing fees, service of process fees, deposition transcript fees, jurors' fees, witness' fees, investigators' fees, appraisers' fees, or other costs or expenses in connection with litigation involving CITY, except overhead as provided in Paragraph 6.

6. Overhead. Except as expressly provided in this Agreement, Attorney shall pay all overhead incurred in providing legal services to CITY including but not limited to reasonable and necessary office facilities, equipment, books, supplies, secretarial services, word processing, faxes, telephone usage, insurance, office supplies, copying, telephone, etc., (except for CITY stationery and CITY business cards, which shall be provided by CITY).

7. Performance of Services.

a. To the extent possible, all Retainer Services set forth in Paragraph 2a shall be provided by Attorney with the exception of legal research or drafting documents which may be performed by other members of Attorney's firm or when Attorney is unable to act due to illness, vacation, or non-availability. In the event of the non-availability of Attorney for any reason, Attorney shall designate another member of Attorney's firm to act in his absence, subject to consultation with the City Manager and/or the Mayor. Any Retainer Services provided by any member of Attorney's firm shall be compensated by Attorney at his own expense and shall not be billed or charged to CITY.

b. With respect to Non-Retainer Services, such services may be provided by Attorney or by other members of Attorney's firm under the direction and supervision of Attorney.

8. Records, Monthly Statements, and Audit. Attorney and members of Attorney's firm shall maintain accurate records of all time spent by Attorney and members of the firm to the closest 1/10th of an hour and all reimbursable costs advanced by the Attorney or his firm in conjunction with CITY business. Attorney shall keep such records with respect to both Retainer and Non-Retainer Services. Attorney shall render monthly statements to the CITY for the performance of all services showing both the Retainer and Non-Retainer Services performed (including where possible a reference to the person(s) and matter(s) involved for each service performed), the hours spent, the costs advanced, and the amount the Attorney and/or Attorney's firm are entitled to receive, if any, from the CITY for the month. If approved by the City Manager or City Manager's designee, the sums shown to be due by such statement shall be paid to Attorney or Attorney's firm within thirty (30) days after approval. Books of account and the time records of Attorney and other members of Attorney's firm pertaining to business transacted for the CITY shall be open to audit by the City Council, City Manager, or their designee. Time records which may be covered by attorney-client confidentiality shall not become public records, except as otherwise provided by state or federal law.

9. Reports. Attorney shall provide the City Manager and the City Council with reports no less frequently than three times per year on the status of any legal actions in which the CITY is a party. In addition, Attorney shall provide periodic reports on risk management and cost control analysis and recommendations on each as appropriate.

10. Dispute Resolution Regarding Retainer/Non-Retainer Services and/or Billings. In the event of any question or dispute regarding whether or not a specific legal service is covered by the CITY retainer, either the City Manager or the City Attorney may request that such matter be referred to the City Council for resolution. The determination of the City Council or a sub-

committee authorized by the City Council to review such matters shall be final and binding.

11. Outside Law Practice/Conflict of Interest. Attorney shall be allowed to conduct an outside law practice. Attorney shall be responsible to disclose any potential conflict of interest and/or appearance of a conflict of interest involving any matter appearing before the City Council. In the event of a conflict of interest between the CITY and any other outside client of Attorney, Attorney shall assist the CITY in obtaining outside legal counsel to advise the CITY with respect to any matter which might require legal services involving such conflict of interest.

12. Performance Review. The City Council shall review the performance of Attorney at least annually. The first review shall occur no later than August 1, 1994. At the request of Attorney or any member of the City Council, Attorney's performance and/or the terms and provisions of this Agreement may be reviewed and/or modified at any time prior to July 31, 1994.

13. Termination. This Agreement shall remain in effect until terminated by either party hereto. This Agreement may be terminated without cause upon either party giving the other party not less than sixty (60) days prior written notice and may be terminated by either party without notice for cause.

14. Entire Agreement. This Agreement contains the entire agreement between the parties.

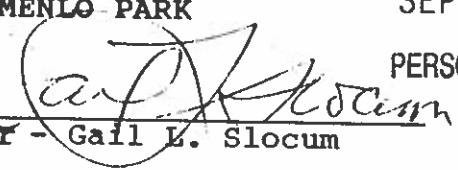
RECEIVED

CITY OF MENLO PARK

SEP 28 1993

PERSONNEL DEPT.

By:


Mayor - Gail L. Slocum

Attest:


City Clerk - J. M. Carr


WILLIAM L. McCLURE

AMENDMENT TO AGREEMENT FOR
SERVICES OF CITY ATTORNEY

This Amendment to Agreement for Services of City Attorney is made with respect to that certain Agreement for Services of City Attorney ("Agreement") dated effective September 7, 1993, by and between the City of Menlo Park ("City") and William L. McClure ("Attorney").

Whereas, the Agreement between City and Attorney has not been amended or updated since 1993; and

Whereas, the compensation of Attorney set forth in the Agreement has not been modified since the effective date of the Agreement; and

Whereas, the services and time commitment required of Attorney have increased over the term of the Agreement without a commensurate increase in compensation; and

Whereas, the parties desire to modify and amend the Agreement as herein after set forth.

NOW, THEREFORE, THE PARTIES AGREE TO AMEND THE AGREEMENT EFFECTIVE JUNE 1, 2000, AS FOLLOWS:

1. Paragraph 4 a. of the Agreement is amended to provide that Attorney shall be paid a monthly salary of Seven Thousand Five Hundred Dollars (\$7,500) for providing the first (sixty) 60 hours of basic Retainer Services each month. All of the remaining terms and provisions of that Paragraph shall remain the same.

2. A new Paragraph 4 b. is hereby added to the Agreement (with the remaining subparagraphs re-lettered), as follows:

"4 b. In the event Attorney (and/or other attorneys or law clerks/paralegal staff under Attorney's direction) put in more than a total of sixty (60) hours for Retainer Services in a month, Attorney's firm shall be paid for such additional time on the basis of the following rates: \$160 per hour for Attorney and other attorneys in Attorney's firm and \$75 per hour for law clerks/paralegal staff. Such services shall be paid for as independent contractor services and not as employment compensation."

3. Paragraph 4 c. (formerly 4 b) is amended to provide that Non-Retainer Services will be compensated at the regular discounted government rate for Attorney's Firm, as those rates may be adjusted from time to time with not less than thirty (30) day's prior written notice to the City Manager and City Council. As of the effective date of this Amendment, such rates are as follows: \$170 per hour for Attorney and/or Attorney's partners; \$150 per hour for other attorneys in Attorney's Firm (associates and of-counsel); \$100 per hour for research attorneys; and \$75 per hour for law clerks/paralegal staff.

4. Paragraph 7 is amended to provide that Attorney shall use his discretion in delegating work to be performed by attorneys and staff within his firm to provide the best and most cost effective service to the City. Attorney may utilize the services of other attorneys to attend Planning Commission and certain other meetings on a routine basis with the approval of the City Manager. Notwithstanding the foregoing, all services shall be performed under the direction and control and shall be the responsibility of Attorney.

5. Attorney and City shall endeavor to review the terms of this Agreement at least every two years. Either party may request a review at any time.


6. Except as modified herein, all of the remaining terms and provisions shall remain in full force and effect.

CITY OF MENLO PARK

By: 
Mary Jo Borak, Mayor

Attest:


City Clerk

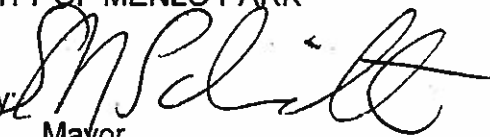

William L. McClure

SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF CITY ATTORNEY


This Second Amendment to Agreement for Services of City Attorney is made with respect to that certain Agreement for Services of City Attorney ("Agreement") dated effective September 7, 1993, as amended effective June 1, 2000, by and between the City of Menlo Park ("City") and William L. McClure ("Attorney"). The parties now desire to, and do hereby agree to, amend said Agreement as follows:


- 1. Attorney is hereby granted a salary increase of 4.5% retroactive to January 1, 2002.
- 2. Effective April 1, 2002, Attorney's firm shall be paid \$165 per hour for Attorney and other attorneys within Attorney's firm and \$80 per hour for law clerks/paralegals/legal assistants for Retainer Services, after City is credited \$9,000 per month for the first 60 hours of Retainer Services per month provided by Attorney and/or others within his firm.
- 3. Effective April 1, 2002, Attorney's firm shall be paid \$175 per hour for Attorney and/or Attorney's partners and \$155 per hour for other attorneys in Attorney's firm, and \$80 per hour for law clerks/paralegals/legal assistants for Non-Retainer Services provided to City.
- 4. Except as modified herein, all of the remaining terms and provisions shall remain in full force and effect.

CITY OF MENLO PARK

By: 
Mayor

Attest:


City Clerk


William L. McClure

THIRD AMENDMENT TO AGREEMENT FOR
SERVICES OF CITY ATTORNEY

This Third Amendment to Agreement for Services of City Attorney is made with respect to that certain Agreement for Services of City Attorney ("Agreement") dated effective September 7, 1993, as amended in 2000 and 2002, by and between the City of Menlo Park ("City") and William L. McClure ("Attorney"). The parties now desire to, and do hereby agree to, amend said Agreement as follows:

1. Attorney is hereby granted a salary increase of 2.5% retroactive to July 1, 2005.
2. Effective December 1, 2005, Attorney's firm shall be paid \$185 per hour for all legal services provided by Attorney and other partners within Attorney's firm, \$170 per hour for other attorneys in Attorney's firm and \$80 per hour for law clerks/paralegals/legal assistants, after City is credited \$9,850 per month for the retainer paid to Attorney each month. These rates shall be utilized for all billings to the City for Retainer Services and Non-Retainer Services alike.
3. Except as modified herein, all of the remaining terms and provisions shall remain in full force and effect.

Dated: December 19, 2005

CITY OF MENLO PARK

By: 
Mayor

ATTEST:


City Clerk

Dated: Dec. 19, 2005


William L. McClure

**FOURTH AMENDMENT TO AGREEMENT FOR
SERVICES OF CITY ATTORNEY**

This Fourth Amendment to Agreement for Services of City Attorney is made with respect to that certain Agreement for Services of City Attorney ("Agreement") dated effective September 7, 1993, as amended in 2000, 2002 and 2005, by and between the City of Menlo Park ("City") and William L. McClure ("Attorney"). The parties now desire to, and hereby agree to, amend said Agreement as follows:

1. Attorney is hereby granted a salary increase of 4.7% to \$9,000 per month retroactive to July 1, 2007.
2. Effective August 1, 2007, Attorney's firm shall be paid \$200 per hour for all legal services provided by Attorney and other partners within Attorney's firm, \$185 per hour for other legal attorneys in Attorney's firm and \$85 per hour for law clerks/paralegal/legal assistants, after City is credited \$10,650 per month for the retainer paid to Attorney each month. These rates shall be utilized for all billings to the City for Retainer Services and Non-Retainer Services alike.
3. Except as modified herein, all of the remaining terms and provisions shall remain in full force and effect.

Dated: August 28, 2007

CITY OF MENLO PARK

By: Kelly Fergusson
Kelly Fergusson, Mayor

ATTEST:

Sylvia Vonderlinder
Sylvia Vonderlinder, City Clerk
9:00 P.M.

Dated: August 28, 2007

William L. McClure
William L. McClure

FIFTH AMENDMENT TO AGREEMENT FOR SERVICES OF CITY ATTORNEY


This Fifth Amendment to Agreement for Services of City Attorney is made with respect to that certain Agreement for Services of City Attorney ("Agreement") dated effective September 7, 1993, as previously amended in 2000, 2002, 2005 and 2007, by and between the City of Menlo Park ("City") and William L. McClure ("Attorney"). The parties now desire to, and do hereby agree to, amend said Agreement as follows:

1. Effective with the pay period ending July 2, 2011, City shall deduct as an after tax item from Attorney's Monthly Salary/Retainer, one half of the amount by which City's Public Employees' Retirement System (CalPERS) employer rate for miscellaneous employees exceeds a 15.850% threshold in accordance with the City's Management Benefit Plan for other non-represented management employees of the City. For 2011-2012 this share is calculated as $16.090\% - 15.850\% / 2 = 0.11\%$ of earnings subject to CalPERS. The amount of Attorney's contribution/deduction to the City's CalPERS rate shall be adjusted annually without further amendment of this Agreement when the City's CalPERS employer rate for miscellaneous employees is adjusted.


2. Effective July 1, 2011, solely with respect to legal services provided to City for development projects processed by the Community Development Department for which City is reimbursed by the applicant/property owner (other than single family home projects involving a single housing unit), Attorney's firm shall be paid \$300 per hour for legal services provided by Attorney and other partners within Attorney's firm, \$240 per hour for other attorneys in Attorney's firm and \$100 per hour for law clerks/paralegals/legal assistants.

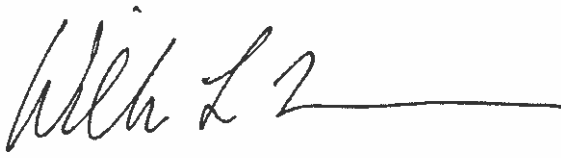
3. Except as modified herein, all of the remaining terms and provisions, including but not limited to the hourly rates paid for other legal services and the monthly credit for the monthly retainer as set forth in the Fourth Amendment, shall remain in full force and effect.

CITY OF MENLO PARK

By: 
Mayor

Attest:


City Clerk


William L. McClure

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SIXTH AMENDMENT TO AGREEMENT FOR SERVICES OF CITY ATTORNEY

This Sixth Amendment to Agreement for Services of City Attorney is made with respect to that certain Agreement for Services of City Attorney (“Agreement”) dated effective September 7, 1993, as previously amended in 2000, 2002, 2005, 2007 and 2011, by and between the City of Menlo Park (“City”) and William L. McClure (“Attorney”). The parties now desire to, and do hereby agree to, amend said Agreement as follows:

1. Effective with the pay period commencing October 2, 2016, Attorney’s salary shall be increased to \$10,000.00 per month.
2. Effective October 1, 2016, except for legal services on development projects where the costs are reimbursed by applicants as provided in paragraph 3 of this Amendment, Attorney’s firm shall be paid \$225.00 per hour for legal services provided by Attorney and other partners within Attorney’s firm, \$200.00 per hour for legal services performed by associates of the firm, and \$110.00 per hour for services performed by paralegals, law clerks and legal assistants, after City is credited the sum of \$11,500 per month against billings for the month as a partial for salary and benefit costs.
3. Effective October 1, 2016, with respect to legal services provided to City for development projects processed by the Community Development Department for which City is reimbursed by the applicant/property owner (other than single family home projects involving a single housing unit), Attorney’s firm shall be paid \$350.00 per hour for legal services provided by Attorney and other partners within Attorney’s firm, \$240.00 hour for legal services performed by associates of the firm, and \$125.00 per hour for services performed by paralegals, law clerks and legal assistants.
4. Except as modified herein, all of the remaining terms and provisions, shall remain in full force and effect.

Dated: October 11, 2016

CITY OF MENLO PARK

By: _____
Mayor

Attest:

City Clerk

William L. McClure

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REGULAR MEETING MINUTES - Draft

Date: 9/13/2016
Time: 7:00 p.m.
City Council Chambers
701 Laurel St., Menlo Park, CA 94025

A. Mayor Cline called the meeting to order at 7:08 p.m.

B. Roll Call

Present: Carlton, Cline, Keith, Mueller, Ohtaki
Absent: None
Staff: City Manager Alex McIntyre, City Attorney Bill McClure, City Clerk Pamela Aguilar

C. Pledge of Allegiance

Mayor Cline led the pledge of allegiance.

D. Presentations and Proclamations

D1. Proclamation recognizing October 1, 2016 as Bay Day ([Proclamation](#))

Mayor Cline read the proclamation and accepted the proclamation on behalf of the City Council.

D2. Proclamation recognizing National Drive Electric Week ([Proclamation](#))

Transportation Commission Vice Chair Michael Meyer accepted the proclamation.

D3. Presentation by San Mateo County Health Department regarding San Mateo Plain Groundwater Assessment ([Presentation](#))

Director Heather Forshey and Groundwater Protection Program Lead Charles Ice, of the San Mateo County Health Department made a presentation.

E. Public Comment

- Peter Leroe-Munoz, City of Gilroy Mayor Pro Tem, spoke regarding the Silicon Valley Turkey Trot on November 24, 2016

F. Consent Calendar

Councilmember Mueller requested item F7 be pulled and Mayor Pro Tem Keith requested item F4 be pulled for further discussion. Mayor Pro Tem Keith requested F9 be pulled and voted on separately so that she can abstain as she was not present for the August 23 City Council meeting.

F1. Authorize the City Manager to modify the cost-sharing agreement with Downtown businesses for the Santa Cruz Street Cafes, allow three years for business owner contributions and extend the

evaluation period to five years ([Staff Report# 16-158-CC](#))

- F2. Authorize the City Manager to award a construction contract and all related service agreements for the Santa Cruz Avenue Sidewalk Project up to the budgeted amount ([Staff Report# 16-162-CC](#))
- F3. Award a construction contract to Traffic Development Services, Inc. for the Sand Hill Road Traffic Signal Modification Project (Project) in the amount of \$131,350 and appropriate \$48,620 from the Transportation Impact Fee Fund Balance and authorize a total construction contract budget of \$157,620 ([Staff Report# 16-159-CC](#))
- F4. Authorize the City Manager to enter into a consultant agreement with Jeff Katz Architecture for the Belle Haven Pool Facility Audit and Master Plan report ([Staff Report# 16-150-CC](#))
- F5. Adopt **Resolution 6342** to establish a citywide crosswalk policy ([Staff Report# 16-163-CC](#))
- F6. Approval of third amendment to employment agreement between the City of Menlo Park and Alexander D. McIntyre and approval of bonus ([Staff Report# 16-164-CC](#))
- F7. Authorize the City Manager to enter into an amended and restated lease with the Fire District for Station No. 77 located at 1467 Chilco Street ([Staff Report# 16-165-CC](#))
- F8. Adopt **Resolution 6343** approving the revised investment policy for the City and the former Community Development Agency of Menlo Park ([Staff Report# 16-167-CC](#))
- F9. Approve minutes for the City Council meetings of August 23 and August 30, 2016 ([Attachment](#))

ACTION: Motion and second (Ohtaki/Keith) to approve all items on the Consent Calendar, except F4, F7 and the August 23 City Council meeting minutes, passes unanimously.

ACTION: Motion and second to approve the August 23 City Council meeting minutes passes 4-0-1 (Mayor Pro Tem Keith abstains). By acclamation the August 30th City Council meeting minutes are approved.

Public Works Director Justin Murphy responded to Council questions regarding the cost breakdown between the audit and the master plan and outreach for the RFP.

ACTION: Motion and second (Ohtaki/Mueller) to authorize the City Manager to enter into a consultant agreement with Jeff Katz Architecture for the Belle Haven Pool Facility Audit and Master Plan report passes unanimously.

City Attorney Bill McClure responded to Council questions regarding the Fire District combining parcels to build a bigger station and stated that those discussions have not taken place with the City at this time.

ACTION: Motion and second (Mueller/Carlton) to authorize the City Manager to enter into an amended and restated lease with the Fire District for Station No. 77 located at 1467 Chilco Street passes unanimously.

G. Regular Business

At this point, City Attorney Bill McClure recused himself from participating in the next item and exited the Council chambers due to a conflict of interest that his place of business is in proximity of the subject location. Special Counsel Barbara Kautz is present for this item.

G1. Consider the term sheet for the Station 1300 project development agreement
([Staff Report# 16-168-CC](#))([Presentation](#))

Assistant City Manager Chip Taylor made a presentation. Steve Pierce of Greenheart made a brief presentation and responded to Council questions with Bob Burke.

Public Comment:

- Clem Molony spoke in support of the project and regarding the traffic impact analysis.
- Craig Lewis, Director of Clean Coalition, congratulated Greenheart and City staff on the project.
- Pamela Jones spoke in support of the project and regarding more affordable housing downtown.
- Fran Dehn spoke in support of the project and urged Council to approve the term sheet.
- Skip Hilton spoke in support of the project and expressed approval for a more vibrant downtown.

Discussion ensued regarding traffic flow, housing, retail and commercial space, and the timeline.

ACTION: Motion and second (Carlton/Ohtaki) to approve the term sheet for the Station 1300 project development agreement passes unanimously.

H. Informational Items

H1. Review of the City's Investment Portfolio as of June 30, 2016

H2. Draft Zero Waste Plan update

H3. Electric Vehicle (EV) Charger Program three month update

I. City Manager's Report

City Manager McIntyre informed the Council that the October 18 Council meeting may potentially be rescheduled to October 25.

J. Councilmember Reports

J1. Provide direction regarding proposed resolution(s) to the City's voting delegate to the League of California Cities annual conference

There was consensus among Council to support the proposed resolution.

In response to Councilmember Mueller's inquiry about K-8 in Belle Haven and/or merging school, Mayor Cline stated that these would be long term goals and Mayor Pro Tem Keith stated she needed more information. Councilmember Mueller also showed the design drawing for the Burgess snack bar.

Mayor Cline reported on a recent school visit.

Mayor Pro Tem Keith announced that the Willow Road housing project has received an award from

the Silicon Valley Business Journal.

Councilmember Carlton announced Chief Jonsen's Acorn Award from the Menlo Park Chamber of Commerce.

K. Adjournment

Mayor Cline adjourned the meeting at 9:02 p.m.



STAFF REPORT

City Council

Meeting Date: 10/11/2016

Staff Report Number: 16-177-CC

Regular Business: Authorize the City Manager to execute a lease agreement with Off the Grid for a portion of the Menlo Park Civic Center in order to continue the weekly food truck market

Recommendation

Staff recommends that the City Council authorize the City Manager to execute a lease with Off the Grid for a portion of the Menlo Park Civic Center in order to continue the weekly food truck market.

Policy Issues

This lease is consistent with the City's ongoing efforts to further enhance vibrancy, provide diverse dining options downtown and continue a popular weekly community event. The recommended action is also consistent with the permit that was approved by the Planning Commission.

Background

On January 13, 2014, the Planning Commission approved a use permit for Off the Grid to operate a food truck market at the Menlo Park Caltrain station. There were a number of concerns raised at the meeting by residents and downtown restaurateurs. At that time, there was a significant amount of public comment suggesting that the Burgess Campus would be a better location for the market. The Planning Commission approved the use permit with the condition that the permit be reviewed after 6 months of operation. Off the Grid held their first Menlo Park market on February 19, 2014 and has operated a weekly market at that location since, with only a short holiday closure.

On September 8, 2014, the Planning Commission conducted the required six-month review. This review provided an opportunity for the applicant, staff, the public, and the Planning Commission to consider and comment on the operations to date. As part of this review, the City received a number of emails and postcards supporting the market, which were distributed to the Planning Commission. In addition, the Planning Commission considered public comment from two individuals at the meeting (one in support, one in opposition). No action was required at the six-month check-in, but individual Commissioners generally expressed support for the market and appreciation for it bringing a new type of food/social option to town. It was reported at that time that of all of the markets that Off the Grid manages, Menlo Park's market enjoys among the highest attendance from local residents and customers who utilize alternative transportation. Staff has observed that the events have generally run smoothly, with no consistent issues with the live music or other event noise, automobile parking, or railroad safety.

In June of 2016, Caltrain notified Off the Grid that their lease needed to be terminated due to an issue relating to the event's proximity to the historic train station building. Caltrain initially directed Off the Grid to cease using the parking lot in the summer. Off the Grid was able to negotiate with Caltrain for additional time as a result of the due diligence they and staff have exhibited in working to find a suitable alternative

location, however Off the Grid has been anxious to find an alternative location, because they feel they are operating on borrowed time at this point.

In order to continue a viable market in Menlo Park, Off the Grid required assistance in meeting the following criteria.

1. **Continuity:** Finding an alternative location as soon as possible was necessary to avoid a closure of the market. There are many possible locations in Menlo Park, but a prolonged negotiation with a hesitant property owner meant that the market would have to close and potentially impact the viability of restarting it.
2. **Visibility:** It has been suggested that the market relocate to a location further away from other uses to avoid potential parking impacts, but the available locations lack visibility and would likely impact the continued viability of the market. The Caltrain site has worked so well, partly because of the visibility it offers from the train, Ravenswood, Merrill and its proximity to the Civic Center.
3. **Proximity:** In order to maintain the customer base that supports the market, Off the Grid prioritized staying with the downtown area. Moving the market to another part of the City would likely negatively affect its viability.
4. **Accessibility:** In compliance with one of the initial requirements of the Planning Commission's approval, Off the Grid surveyed its customers. The surveys revealed that Menlo Park market enjoys a much higher percentage of customers who bike or walk to the market than some of their other markets and the majority of customers are coming from nearby Menlo Park neighborhoods or employers.
5. **Safety:** Any potential location must provide a safe experience for attendees away from fast moving traffic and potential interaction with automobiles.

The applicant and City staff then considered alternate locations on public and private sites that could meet these criteria.

1. **Downtown Parking Plazas:** Staff considered pursuing moving the market to a downtown parking plaza. However, it was not possible to identify a parking plaza that would accommodate the market and still meet the City's goals of providing sufficient parking for downtown retailers and the employees who have purchased annual parking passes. It could be done, but would likely not meet the continuity test, as it would take additional time to adjust parking regulations to address the utilization of the plazas.
2. **Downtown St. Closure:** Off the Grid initially asked Staff to consider closing one of the side streets between Santa Cruz Ave. and Menlo Ave or Oak Grove. This is an interesting concept, and may ultimately be a viable option, however between the traffic downtown during the hours of the market, significant impact on access to parking plazas and planned short-term public construction projects, it was determined that closing a downtown side street would not meet the criteria to maintain a viable market.
3. **Merrill St. Closure:** Staff considered closing Merrill St. weekly in order to allow the market to continue in close proximity and maintain continuity, but with the large number of buses and shuttles that utilize Merrill to access the train station it would take significant time to coordinate with Samtrans may not ultimately be possible.
4. **Alma St. Closure:** Staff considered closing a section of Alma St. but with the recent negative experience from closing the right turn on to Alma from eastbound Ravenswood, staff felt that the potential negative traffic circulation impacts outweighed the benefits of the market. There are also safety concerns.
5. **Vacant lots on El Camino Real:** Off the Grid had conversation with property owners of vacant property on El Camino Real, but was dissuaded by the lack of current accessibility and visibility. In addition, the vacant lots have planned projects and any use would have to be temporary.
6. **800 El Camino Real (Cortana Property):** Off the Grid and city staff have discussed the possibility of moving the market across Ravenswood to the 800 El Camino Real property. The owner expressed reluctance to utilizing parking required by his planned development approvals for the market.

7. **Alma St. Without Road Closure:** Staff also considered granting permission for Off the Grid to utilize the Civic Center side of Alma to park trucks, rather than utilizing parking at the Civic Center. Unfortunately, the width of the street would require the trucks to park in the bike lane, reducing the accessibility and safety of that configuration.

PC Approval and Conditions

After reviewing all of the alternative locations above, staff worked with Off the Grid to develop a proposal to utilize a portion of the Civic Center Site. The proposal the Planning Commission approved identifies 3 possible locations in order to provide the flexibility to move the market in order to address potential scheduled event conflicts. The Planning Commission approval contained conditions that are described in the approval letter to Off the Grid (Attachment A).

The conditions include the following requirements:

1. **6-Month Review:** The Planning Commission will review the market after 6 months for any impacts and may implement additional conditions if necessary.
2. **Staffing to Direct the Public:** The approval requires that Off the Grid have staff onsite during the market for the first 8 weeks of the market to direct visitors to the campus to the available parking in under-utilized civic center parking lots, such as the lot at the corner of Burgess and Alma Streets.
3. **Signage:** Off the Grid is required to submit a signage plan to assist with directing visitors to available parking.
4. **Trash Removal:** Consistent with the approval for the Caltrain lot, Off the Grid is responsible for the collection and removal of trash generated by the market.

Analysis

In addition to contributing to vibrancy by preserving a popular weekly community event, staff feels that there is a potential synergy that can be realized from having the market on campus during City events, due to the fact that there is currently no food service on campus. Allowing the market to move to campus will also allow the opportunity for city staff and Off the Grid to continue to investigate alternative locations, should the Civic Center location generate sustained concerns.

Parking Concerns

The most consistent concern that we have received about this proposal has to do with the loss of parking in the Alma lot and how it might impact Library and Gym users. It is important to note that while the parking lots closest to buildings with active programming may have high occupancy, our most recent (2014) utilization study showed that there was regular parking availability within the overall Civic Center parking lots. What's more, the City has an agreement with SRI to allow Civic Center visitors to park in their Laurel St. lot through 2020 for evening and weekend events.

In order to address parking concerns, staff has identified a number of potential mitigations:

1. **Off the Grid Staffing and Signage:** Off the Grid will provide staffing and signage to direct Civic Center visitors to available parking.
2. **Enforcement of Parking Restrictions:** The Alma St. lot has a 4hr restriction to ensure that the lot is available to visitors of the Civic Center rather than staff and Caltrain riders. It is evident that Caltrain riders frequently utilize the Alma St. and City Council parking lots rather than parking in the Caltrain lot.
3. **Additional Parking Restrictions:** Staff is reviewing additional restrictions and enforcement efforts to

ensure that the parking at the Civic Center is reserved for visitors to the Civic Center and staff.

Lease Conditions

Attachment B is a draft memorandum of understanding (MOU) which lays out the conditions of the lease with Off the Grid for use of the property.

1. **Rent:** The MOU requires Off the Grid to pay the City \$1,500/month for use of the property and to cover the cost of any necessary additional restroom cleaning. **However, due to the additional cost of the Planning Commission's conditions, primarily the 8-weeks of additional staffing, Off the Grid has requested that that any rent payment beyond the cost of any additional necessary restroom cleaning be waived until the 6-month Planning Commission review.**
2. **30-Day Termination:** Should either Off the Grid or the City determine that the arrangement is not working, the MOU allows either party to terminate it with a 30-day notice.
3. **Operation:** The lease mirrors the permit approval for use of the property and hours of operation.
4. **Flexibility to Relocate Market:** The MOU clarifies that the City will have the ability to relocate the market to another location on the Civic Center campus in order to accommodate the need of a special event.

Staff feels that the approved permit and MOU provide the necessary ability to maintain this popular weekly community event, the opportunity to determine if this is a beneficial use for the Civic Center and the time necessary to investigate potential alternative locations.

Impact on City Resources

It is anticipated that there will be a need for additional cleaning of the Civic Center property as a result of this action. Off the Grid will be responsible for cleaning the site and for reimbursing the City for any additional custodial services.

Environmental Review

The proposed action is not a project under CEQA and the project is categorically exempt under Class 4 (Section 15304, "Minor Alterations to Land") of the current California Environmental Quality Act (CEQA) Guidelines. Specifically, the project is exempt under Section 15304(e), which exempts minor temporary use of land having negligible or no permanent effects on the environment.

Public Notice

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

Attachments

- A. Record of Planning Commission Action on Off the Grid Permit
- B. Draft Memorandum of Understanding with Off the Grid

Report prepared by:
Jim Cogan, Housing and Economic Development Manager

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September 14, 2016

Ben Himlan
Off the Grid, Fort Mason Center
2 Marina Blvd Ste C370
San Francisco CA 94123

RE: 701 Laurel St (Menlo Park Civic Center) – Off the Grid (PLN2016-00068)

Dear Ben,

This letter serves to inform you of the decision of the Planning Commission on September 12, 2016 to approve your request for a use permit at 701 Laurel Street (Menlo Park Civic Center). This action will become effective after 15 days (Wednesday, September 28, 2016), unless the action is appealed to the City Council, in which case the outcome of the application shall be determined by the City Council.

A formal copy of the recorded action is enclosed. Please be aware that specific conditions attached to your approval must be met in order for your application to be in effect. The specific conditions are enclosed and are also on file at the Planning Division office. Please note that you are required to commence operations within one year from the date of approval for the use permit to remain in effect.

Please note: there will potentially be invoice(s) for staff time spent reviewing this project through the appeal date. Invoices are sent quarterly, and you may not receive your final invoice for several months depending on your approval date and the billing cycle.

If you have any questions regarding the action taken, please call the Planning Division at (650) 330-6702.

Sincerely,
Thomas Rogers
Principal Planner

CC: Jim Cogan, Housing and Economic Development Manager

LOCATION: 701 Laurel Street (Menlo Park Civic Center)	PROJECT NUMBER: PLN2016-00068	APPLICANT: Off the Grid Services LLC	OWNER: City of Menlo Park
<p>REQUEST: Request for a use permit for a recurring special event (weekly food truck market) on a portion of the Menlo Park Civic Center, at 701 Laurel Street in the P-F (Public Facilities) zoning district. The market would be located in the parking lot along Alma Street, between the Library and the Arrillaga Family Gymnasium. Additional alternate locations within the Civic Center could also be considered and administratively approved in the future. The event would occur on Wednesday evenings between 5:00 p.m. and 9:00 p.m., with setup starting at 3:00 p.m. and cleanup concluding at 10:30 p.m. The event would include amplified live music and generator use, which may exceed Noise Ordinance limits. The event would replace the existing weekly food truck market at the Caltrain station parking lot, which is being discontinued at that location.</p>			
DECISION ENTITY: Planning Commission	DATE: September 12, 2016	ACTION: Approval	
<p>VOTE: 4-2-1 (Barnes, Goodhue, Kahle, Riggs in support; Combs and Strehl in opposition; Onken absent)</p>			
<p>ACTION:</p> <ol style="list-style-type: none"> 1. Make a finding that the project is categorically exempt under Class 4 (Section 15304, "Minor Alterations of Land") of the current 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 subject to the following standard conditions: <ol style="list-style-type: none"> a. Development of the project shall be substantially in conformance with the project description letter provided by the applicant, dated August 29, 2016, and approved by the Planning Commission on September 12, 2016, except as modified by the conditions contained herein, subject to review and approval of the Planning Division. 4. Approve the use permit subject to the following project-specific conditions: <ol style="list-style-type: none"> a. The market operations shall be limited to Wednesday between 5:00 P.M. and 9:00 P.M. Setup may start at 3:00 P.M., and cleanup shall be concluded by 10:30 P.M. b. Alcohol sales and/or consumption are prohibited. c. The applicant and all vendors shall comply with all applicable permitting requirements, including but not limited to: City Business License, Board of Equalization Seller's Permit, San Mateo County Mobile Food Facility Permit, liability insurance, and vehicle insurance. d. City Council action on the lease agreement must be executed prior to the first event at the Civic Center. e. The use permit shall expire two years from the first date that the market is held at the Civic Center, unless the applicant obtains approval of an extension of the use permit. The use permit is subject to initial review by the Planning Commission six months after the first event is held. f. The location may be changed within the Civic Center, subject to review and approval of the 			

LOCATION: 701 Laurel Street (Menlo Park Civic Center)	PROJECT NUMBER: PLN2016-00068	APPLICANT: Off the Grid Services LLC	OWNER: City of Menlo Park
REQUEST: Request for a use permit for a recurring special event (weekly food truck market) on a portion of the Menlo Park Civic Center, at 701 Laurel Street in the P-F (Public Facilities) zoning district. The market would be located in the parking lot along Alma Street, between the Library and the Arrillaga Family Gymnasium. Additional alternate locations within the Civic Center could also be considered and administratively approved in the future. The event would occur on Wednesday evenings between 5:00 p.m. and 9:00 p.m., with setup starting at 3:00 p.m. and cleanup concluding at 10:30 p.m. The event would include amplified live music and generator use, which may exceed Noise Ordinance limits. The event would replace the existing weekly food truck market at the Caltrain station parking lot, which is being discontinued at that location.			
DECISION ENTITY: Planning Commission	DATE: September 12, 2016	ACTION: Approval	
VOTE: 4-2-1 (Barnes, Goodhue, Kahle, Riggs in support; Combs and Strehl in opposition; Onken absent)			
<p>ACTION:</p> <p>Planning Division. Notice of this approval shall be provided to the Planning Commission via email, and any Planning Commissioner may request that the item be placed on the next Planning Commission meeting for discussion and potential action. If no Planning Commissioner makes such a request, the location change shall be deemed approved.</p> <ul style="list-style-type: none"> g. The applicant shall regularly monitor trash while the market is operating, and shall fully clean the market and immediately surrounding areas at the conclusion of each event. If City staff observes recurring trash-related issues, the Public Works Department and Planning Division shall have the authority to add new requirements relating to this topic. For example, staff could require the applicant to empty certain Civic Center refuse containers at the conclusion of each event, provide fair-share contributions toward additional garbage collection service, or similar requirements. If such problems remain unresolved, the use permit may be subject to revocation. h. Amplified live music is permitted between 6:00 P.M. and 8:00 P.M., and shall typically consist of one to two musicians playing predominantly acoustic instruments. i. The Public Works Department and Planning Division shall have the authority to review potential issues relating to use of Civic Center building restrooms, and to add new requirements relating to this topic. For example, the Public Works Department and Planning Division could possibly require the applicant to inspect the restrooms during/after the events and assist with cleaning, or to require the delivery/removal of a portable restroom, similar to the previous Caltrain station market operations. If such problems remain unresolved, the use permit may be subject to revocation. j. At least one week prior to the market's commencement, the applicant shall submit a parking signage plan, which shall have the objective of limiting parking-related issues/confusion. The parking signage plan shall be reviewed and approved by the Planning and Transportation Divisions prior to the market commencing operation. Signs shall be placed on-site per the plan in advance of each market's opening, and removed after the conclusion of the event. k. For the first eight weeks of the market's operation, the applicant shall provide staff to assist motorists with direction to other Civic Center parking lots and to provide related guidance. 			

MEMORANDUM OF AGREEMENT

This Agreement serves to memorialize the understanding and Agreement between Off the Grid Services SF, LLC (“Off the Grid” or “OtG”) and the City of Menlo Park (“CITY”) as it relates to the parties’ agreement to stage mobile food events on City property. The parties agree to collaborate to ensure that the events are mutually beneficial. OtG looks forward to building a lasting and fruitful relationship with CITY.

Relationship of The Parties

CITY and OtG are not employees or agents of each other. By entering into this Agreement, the parties are not creating a legal partnership, joint venture or grant of a franchise. Except as otherwise expressly set forth herein, neither party shall have the right to bind the other to a third party.

Description of Event Series

The parties will cooperate to stage a series of weekly mobile food events beginning, Quarter 4, 2016 or upon approval of City permits. The event will continue for 24 months from the start date, unless earlier terminated as provided herein. The events will be held on the CITY space depicted in the attached Layout, which is incorporated by reference into this Agreement.

Agreement Terms

The following conditions set forth the terms of the parties’ agreement, including the applicable termination policy and the conditions that constitute the terms that govern in the event of a contractual breach:

1. Term of Agreement
 - a. The term of this Agreement will begin on the date of the first Event Series launch, and continue for 2 years (24 consecutive months) following the launch date, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, this Agreement may be terminated at any time by either party upon at least (30) notice. On the two-year anniversary of the start date of this Agreement it will automatically renew on a month-to-month bases unless one of the parties has provided the required 30-day termination notice.
2. Event Service Days and Hours:
 - a. Off the Grid @ Menlo Park will operate every Wednesday, dinner from 5pm – 9pm (5pm-8pm during winter). Setup will begin at 3:00pm and breakdown and cleanup will conclude no later than 10:30pm. There will be no change to the weekly frequency during the term of the Agreement, except as noted below in “Holiday Closures”.

- i. Holiday Closures- This market shall close Saturday, December 25, 2016 through Sunday, January 1, 2017.
 - b. CITY agrees the event will occur every week during the 24-month period with the exception of the Holiday closures discussed above, to preserve consistency for OtG’s customers and vendors, except in the event the City has an event (e.g. athletic tournaments, special events at the library, etc.) that requires use of the parking lot used by OtG and the City provides OtG not less than 30 days prior notice. CITY understands that unscheduled closures of the Event will impose a significant burden on OtG and its Vendors and threaten the viability of the Event as a whole. In the event City requires the use of the parking lot for an event, the City shall attempt to provide an alternate location to be used by OtG on the Civic Center site for such week. OtG shall provide the CITY with the name and contact person for rescheduling/relocating events as necessary.
- 3. Access to Event Site and Staging:
 - a. OtG shall have access to the agreed-upon location beginning 2 hours prior to the official weekly OtG market opening time, up to and until 1.5 hours after its official closing time, for setup and breakdown.
 - b. CITY will provide an area to be cordoned-off by OtG to designate the agreed area and permit the placement of signage, as stipulated by the parties and set forth in the attached layout.
 - c. OtG will provide and setup chairs and outdoor lighting (if needed) each week.
 - d. OtG will provide and pay for music equipment and programming each week.
 - e. OtG will provide at least two staff members for cleanup at the conclusion of each weekly OtG market, and will be responsible for ensuring all garbage generated at each weekly OtG market is removed.
 - f. During the first 8 weeks of operation, OtG will provide at least two staff members for the entire time period the parking lot is cordoned off to direct patrons/participants of the library and gymnasium to other parking facilities and shall hand out maps provided by the City for the alternate parking facilities, providing a high level of customer service to library and gymnasium patrons/participants who might be frustrated with the new parking arrangements.
 - g. CITY will allow use of restrooms in the library and gymnasium buildings for vendor/attendee use.
 - h. OtG shall ensure that any music and/or amplified sound from the Event Series will not disturb library patrons.
- 4. Vendor Logistics and Line-ups
 - a. OtG will program the event with a bi-weekly rotating lineup of up to 10 Vendors. Please note the number of Vendors in layouts provided to CITY and listed for each line-up is an estimate and will vary based on a number of factors. However,

OtG will not place more than 10 Vendors in the agreed upon space. OtG will use its best efforts to program a consistent number of Vendors to accommodate customer demand and conform to requirements.

- b. OtG will have complete discretion to select the Vendors that will serve at each event. OtG will track customer feedback to evaluate which Vendors to schedule for the events. Every effort will be made to choose vendors to compliment local demographics and demand.
- c. OtG will be solely responsible for obtaining any county health permits required in connection with the mobile food vendors' sale and service of food items offered for consumption at the Event Series.
- d. OtG will ensure all vendors have business licenses and manage it accordingly.

5. Marketing

- a. The parties agree the event will be called "Off the Grid: Menlo Park" in all public communication and promotions.
- b. The parties will collaborate with each other on cross-promotional opportunities. Such collaboration will include for example but not be limited to, CITY providing signage or other hard-copy marketing collateral for vendors to hand out to the public during the Event Series. OtG will also use its marketing resources to promote the event.
- c. The parties agree to allow each other to use their respective logos and trademarks only directly in relation to promoting the specific events within the scope of this agreement. Use of partner logos and trademarks for any purpose not related to directly promoting the event, are not permitted without authorization from the affected party.

6. Rent

- a. OtG will pay CITY One Dollar (\$1) per month for 6 months while OtG tests the viability of the market for the use of the space and the agreed upon terms in this MOU. Such rent shall include cleaning of bathrooms used by vendors and patrons of the Event Series, but shall not include cleanup of trash or cleanup of the areas used for the Event Series. If the City incurs any costs of cleanup of the areas used for the Event Series, OtG shall reimburse the City for its costs of cleanup. After the initial 6 months OtG will meet with the CITY to negotiate a viable and sustainable monthly rent based on the first 6 months of sales. In the event the restroom provided by the CITY becomes a nuisance or costly, OtG will bring a porta-potty for drop off/pick up service and stop using the public restrooms. OtG will need a 14 day notice to initiate coordinating a the porta-potty unit service.

7. Miscellaneous

- a. OtG agrees to indemnify, defend and hold the CITY harmless from and against any and all claims arising out of or related to the Event Series and the actions and/or omissions of its employees’ or agents’, and/or any participating food truck and their employees’ or agents’ use of, or activities in and around, the event, except to the extent that such claims arise from the gross negligence or willful misconduct of the CITY or any of its employees, representatives, or agents thereof. The CITY agrees to indemnify, defend and hold OtG and its employees, agents and/or participating food truck vendors from any and all claims arising out of the gross negligence or willful misconduct of the CITY or its employees, representatives or agents.
- b. OtG shall at all times carry commercial liability insurance with limits of liability of not less than \$2 million per occurrence and shall provide CITY a certificate of insurance naming CITY as an additionally insured party prior to the event launch.
- c. This Agreement constitutes the entire understanding between the parties pertaining to Off the Grid: Menlo Park. It supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless mutually agreed upon.
- d. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its attorney’s fees and costs of any such litigation.

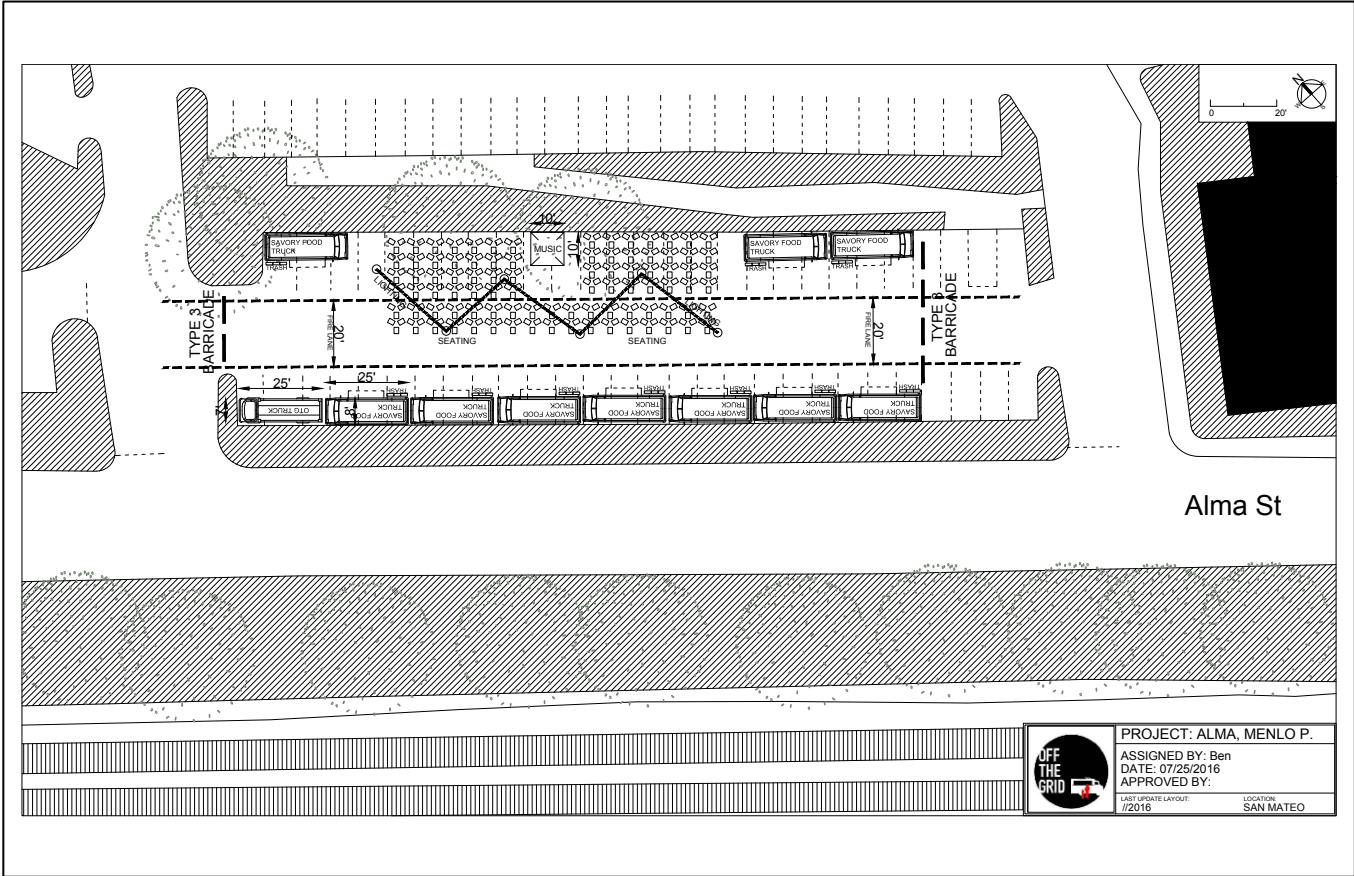
City of Menlo Park Authorized Agent
Alex McIntyre, City Manager


Off the Grid Authorized Agent Ben Himlan

Signature Date

Signature Date

Layout



	PROJECT: ALMA, MENLO P.
	ASSIGNED BY: Ben
	DATE: 07/25/2016
	APPROVED BY:
LAST UPDATE LAYOUT: //2016	LOCATION: SAN MATEO



STAFF REPORT

City Council

Meeting Date: 10/11/2016

Staff Report Number: 16-178-CC

Informational Item: Update on 2016 City Council Work Plan

Recommendation

This is an informational item and does not require City Council action.

Policy Issues

It has been the City Council's policy to adopt its work plan annually. Any policy issues that may arise from the implementation of individual work plan items will be considered at that time.

Background

The City Council held a Special Meeting on January 29, 2016, at the Arrillaga Family Recreation Center to discuss and identify the work plan items for the year. The City Council approved the work plan on February 9, 2016, and staff used it to help craft the fiscal year 2016-17 budget.

Analysis

The City Council work plan for 2016 includes 72 items, listed in the table (Attachment A). The list has been grouped into themes and priority levels to help categorize the items. The themes, in no specific order, include:

- Responding to the development needs of private residential and commercial property owners
- Realizing Menlo Park's vision of environmental leadership and sustainability
- Attracting thoughtful and innovative private investment to Menlo Park
- Providing high-quality resident enrichment, recreation, discovery and public safety services
- Maintaining and enhancing Menlo Park's municipal infrastructure and facilities
- Furthering efficiency in city service delivery models
- Improving Menlo Park's multimodal transportation system to move people and goods through Menlo Park more efficiently

This quarterly report includes status updates on individual work plan items.

Public Notice

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

Attachments

A. Status update for 2016 City Council Work Plan

Report prepared by:

Clay J. Curtin, Assistant to the City Manager

Responding to the development needs of private residential and commercial property owners				
Number	Source	Description	Lead Department	Update
Extremely Important				
1	WP	Complete the General Plan Update	Community Development	On schedule for final adoption of all documents in November/December 2016.
2	WP	Process complex development projects	Community Development	All projects previously listed as in construction are now complete with the exception of Anton Menlo, which has an extended construction period. All projects identified as undergoing building permit review have been issued permits and are under construction, with one project being completed. Of the projects identified as being in the land use entitlement process, nine have completed the land use entitlements. Eight major projects remain at various stages of the land use entitlement process.
Very Important				
3	WP	Implement Downtown/El Camino Real Specific Plan biennial review	Community Development	City Council review is complete. Staff has developed a two-phase implementation plan and has contracted with a consultant to modify the text and graphics of the Specific Plan. Work is expected to be completed on Phase One by December 2016 with Planning Commission and City Council review in early 2017. Work on Phase Two will follow completion of Phase One.
Realizing Menlo Park’s vision of environmental leadership and sustainability				
Number	Source	Description	Lead Department	Update
Important				
4	CIP	Community Zero Waste Policy Draft	City Manager’s Office	A consultant has been selected and is working on developing the draft. A community meeting is planned for Nov. 2.

5	CIP WP	Install EV charging stations as part of the Climate Action Plan	City Manager's Office	Four chargers at two locations were installed in summer 2016. Locations include the Civic Center parking lot and a downtown parking plaza.
6	WP	Update the Heritage Tree ordinance	City Manager's Office	Request for proposal is being developed and should be released soon.

Attracting thoughtful and innovative private investment to Menlo Park

Number	Source	Description	Lead Department	Update
Extremely Important				
7	WP	Implement Housing Element programs	City Manager's Office Community Development	Work on the programs is planned over the term of the Housing Element (2015-2023). Four programs were identified for 2015. One program has been completed (revisions to secondary dwelling unit ordinance) and others are in process (overnight parking restrictions in the R-4-S zoning district, 21 Elements Nexus Study and Modifications to BMR Program). Staff is researching answers to previously submitted questions.
Very Important				
8	WP	Expand downtown outdoor seating program	City Manager's Office	Ongoing; City Council approved the Santa Cruz Street Café designs and construction should begin in October 2016
Important				
9	WP	Implement the Economic Development Plan	City Manager's Office	Ongoing
10	CIP WP	Implement Downtown/El Camino Real Specific Plan streetscape (paseo, parklets)	City Manager's Office Public Works	A new paseo location was piloted on Curtis Street this summer. Staff is reviewing the feedback received.

Providing high-quality resident enrichment, recreation, discovery and public safety services				
Number	Source	Description	Lead Department	Update
Extremely Important				
11	WP	Create a community disaster preparedness partnership (MenloReady) with residents, businesses and schools utilizing the existing agreement with the Menlo Park Fire Protection District	Police	Continue to work with the fire district to address disaster preparedness and have completed the Local Hazard Mitigation Plan Annex (required for eligibility for State and Federal disaster relief funds) which was approved by City Council for Aug. 30. The plan will be in operation for five years.
12	WP	Complete the Belle Haven Pool facility analysis for year-round operations	Community Services	Work scheduled to begin Nov. 1.
Very Important				
13	WP	Complete the Belle Haven Action Plan Phase III implementation	Community Services	Completed
14	WP	Enhance Community special events	Community Services	Plan for deploying shared CSD LIB position being finalized.
15	WP	Maintain City Council-approved cost recovery levels in all Community Services programs	Community Services	All programs at approved cost recovery level
16	CIP	Undertake a community process to rank potential projects for Measure T funding	Community Services	Now called <i>Parks and Recreation Master Plan Update</i> in 16-17 CIP (\$125,000). RFP to be issued December 2016
17	WP	Develop a Bedwell Bayfront Park operations / maintenance plan to enhance use, improve access and determine a sustainable funding source for ongoing maintenance	Community Services	Now called Bedwell Bayfront Park Master Plan in 16-17 CIP (\$200,000). Draft RFP in review - to be issued October 2016
Important				
18	WP	Develop an implementation plan for the Sister City program	City Manager's Office	The Sister City Committee has met and is developing its work plan.

Maintaining and enhancing Menlo Park’s municipal infrastructure and facilities				
Number	Source	Description	Lead Department	Update
Extremely Important				
19	CIP	Complete Belle Haven Youth Center playground replacement	Community Services Public Works	Complete.
20	CIP WP	Install bicycle and pedestrian improvements on Chilco Street	Public Works	Ongoing; Phase 1 improvements complete, Phase 2 is nearly complete and Phase 3 is in design.
21	CIP	Maintain citywide sidewalk repair program	Public Works	Ongoing; initiating work on FY 2016-17 saw cutting and repairs
22	CIP	Maintain citywide street resurfacing program	Public Works	Ongoing; submitted updated pavement management report to MTC in April. Presently developing streets for 2017 Street Resurfacing Project
23	CIP WP	Improve Haven Avenue streetscape (bike lanes, complete sidewalk gaps, new pedestrian bridge over Atherton Channel) (grant funded)	Public Works	In design; completed review by Bicycle and Transportation commissions and City Council approved on-street parking removal. Completed environmental clearance and design. Submitted encroachment permit application to Caltrans. No parking signs to be installed in late October tied to occupancy of first apartments.
24	CIP	Adopt Urban Water Management Plan update	Public Works	Complete; City Council approved May 24.
25	CIP WP	Complete sidewalks on Santa Cruz Avenue	Public Works	Project is out to bid.
26	CIP WP	Develop a water master plan	Public Works	Study is 50 percent complete
27		a. Add an additional emergency water well		Ongoing; City Council approved the environmental document June 7. Work proceeding on construction.
28		b. Develop a recycled water program		Ongoing as part of the water system master plan
29		c. Enter into an agreement with West Bay Sanitary District for the Sharon Heights Recycled Water Project		Complete; City Council approved May 3.

Very Important				
30	CIP	Repair and Upgrade the Bedwell Bayfront Park leachate collection system	Public Works	Project moved to 2017-18 following completion of Park Master Plan in 2016-17
31	CIP	Install Library landscaping	Public Works	Ongoing; design is underway. New bike racks and table installed.
32	CIP	Replace Police radio infrastructure	Public Works	Ongoing; Planning Commission completed review in June. Project went out to bid and no bids were received. Exploring other options for delivering the project.
33	CIP WP	Address downtown parking garage (prioritize location, develop design concepts, consider Oak Grove bike lanes)	Public Works	Study session held May 24. Staff to return with scope of work for a sources sought (solicitation of interest) for certain parking plazas downtown. Oak Grove Bike Lanes has been added as a separate project. City retained a consultant and is preparing a report regarding implementation.
34	CIP	Enter into an agreement with Redwood City and the Salt Pond Restoration Project for the Bayfront Canal Bypass Project	Public Works	On hold; City Council received a status report May 24.
35	CIP	Design Pope/Chaucer bridge improvements	Public Works	Ongoing; waiting for the environmental document to be circulated next year
Important				
36	CIP	Construct restroom at Jack Lyle Park	Public Works	Ongoing; met with Peninsula Volunteers and Rosener House regarding specific location. Next step is hiring a consultant to assist with the outreach and design.
37	CIP	Replace Library interior wall fabric	Public Works	Project moved to 2017-18 following the completion of the Library Strategic Plan and Space Needs Study (#42).
38	CIP	Replace Nealon Park sports field sod and irrigation system	Public Works	City Council held a study session May 24. Focus now is on the installation of a booster pump to enhance the pressure of the irrigation system.
39	CIP	Address Nealon Park dog park	Public Works	City Council held a study session May 24. Focus now is on increasing the maintenance of the sports field to address any issues associated with the shared use with the dog park.
40	CIP	Replace Willow Oaks dog park and install restroom	Public Works	Ongoing; next step is to retain a consultant to assist with the outreach and design of each project.

41	CIP	Initiate Downtown utility undergrounding	Public Works	On hold; this will be coordinated with downtown parking structures (#33)
42	CIP	Complete library space needs study	Public Works	Ongoing; City Council approved the consultant contract Aug. 30.

Furthering efficiency in city service delivery models				
Number	Source	Description	Lead Department	Update
Extremely Important				
43	WP	Complete the classification and compensation study and work with labor units to address the study's findings	Administrative Services	Ongoing: implemented initial findings with SEIU, AFSCME and Confidential employees; gathering data for unrepresented management employees
44	CIP WP	Complete the information technology master plan and:	Administrative Services	The consultant's draft report is under review
45		a. Implement key best practices		Ongoing
46		b. Launch a selection process for replacement of mission critical systems including an enterprise resource planning (ERP) business management system for the city including administrative and land development operations		Ongoing
47		c. Identify and implement interim upgrades to existing business systems as a bridge to their replacement		Ongoing
48	WP	Complete a fee study for solid waste services	Administrative Services City Manager's Office	Developing a scope of work for the study
49	CIP WP	Complete administration building space planning	Public Works	Ongoing; under construction. Phase 1 nearly completion. Work will continue into 2017.
Very Important				
50	WP	Complete an updated cost allocation plan, user fee study for non-utility operations, and cost recovery models for non-development related services	Administrative Services	Developing a scope of work for the study
	WP	Implement recommendations from the department operational reviews:	Community Services Library	
51		Develop and implement strategic plans for the Library and Community Services departments		Community Services plan completed and being implemented. Completed Library strategic plan will be presented at the Oct. 11 City Council meeting.
52		Revise and update departmental policies and procedures in the Library and Community Services departments		Community Services policy updates complete. Library policy updates are ongoing.

53		Develop and improve cooperative relationships with community stakeholders (school districts, community groups, etc.)		Ongoing
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Important				
54	WP	Analysis and prioritization of alternative service delivery model goals, what outcome is desired (financial, service changes, etc.) and what metrics determine success	City Manager's Office	Ongoing
55	WP	Assess current staffing levels in the Administrative Services department, realign existing resources, and add resources where necessary to support the organization's current and future needs for technology, financial and human resources support	Administrative Services	Ongoing: Opened recruitments for three analyst positions, HR (2) and Finance (1); preparing recruitments for two IT positions
56	WP	Improve community communications	City Manager's Office	Ongoing; informational item presented to the City Council on Oct. 11.
57	WP	Initiate organizational study for development services utilizing industry best practices	City Manager's Office Community Development Public Works	Developing a scope of work for the study
58	WP	Initiate organizational study for Public Works maintenance services	City Manager's Office Public Works	Developing a scope of work for the study

Improving Menlo Park's multimodal transportation system to move people and goods through Menlo Park more efficiently

Number	Source	Description	Lead Department	Update
Extremely Important				
59	WP	Develop and implement transit improvements (study transit options including enhancements to existing shuttles and transportation management associations, install new shuttle stop signs and amenities)	Public Works	Ongoing; were awarded funds from SMCTA and C/CAG for expanded shuttle service in 2016-17. Next steps are to finalize service enhancements and publicize route changes.
60	CIP WP	Study and prioritize Willow Road transportation improvement options	Public Works	Ongoing; conducted City Council study session Aug. 23 about desired improvements. Next steps to complete cost estimates and preliminary designs for options reviewed by City Council.
61	CIP WP	Work with Caltrans and regional funding partners to design and begin construction on 101/Willow Road interchange	Public Works	Ongoing; design completed. Secured remaining funds to advance to construction. Project out to bid.
62	CIP WP	Construct Citywide Bicycle and Pedestrian Visibility Project (add green colored pavement to existing high-use corridors at conflict points and downtown bike racks) (grant funded)	Public Works	Complete; Majority of installation completed in June 2016
63	CIP WP	Construct Menlo Park-Atherton Bike/Pedestrian Improvements Project (Valparaiso Avenue Safe Routes to School project) (grant funded)	Public Works	In construction; project is nearing completion.

64	CIP WP	Construct Menlo Park-East Palo Alto Connectivity Project (add Class III bike routes and sharrows to connecting streets and fill sidewalk gaps on O'Connor Street and Menalto Avenue) (grant funded)	Public Works	In construction; project is nearing completion.
65	CIP WP	Prepare Project Study Report for Ravenswood Avenue/Caltrain grade separation Project (grant funded)	Public Works	Ongoing; awarded consultant contract in March 2016. Held the first community workshop May 2 and second workshop Oct. 4. Next step is to incorporate feedback into preliminary engineering work.
66	CIP WP	Explore Dumbarton Rail Corridor activation / reuse	Public Works	Ongoing; the City is coordinating through the SamTrans-led Dumbarton Corridor Study. The first community workshop held in Menlo Park May 12 and the second workshop was held in Redwood City Sept. 14.
67		Install bus shelters at the Senior Center and on Willow Road between U.S. 101 and Bayfront Expressway	Public Works	Ongoing; received preliminary list of potential locations from SamTrans and staff is reviewing feasibility. Next step is a community meeting to review options.
Very Important				
68	CIP WP	Coordinate with regional agencies on High Speed Rail project, including environmental review	Public Works	Ongoing; the High Speed Rail Authority initiated environmental review in May 2016. The City prepared a comment letter on the Notice of Preparation in June 2016.
69	CIP WP	Begin design and implement El Camino Real Corridor Study	Public Works	Ongoing; City Council acted May 3 to advance design and construction of east-west crossings and further evaluation of Alternative 2. North-south corridor improvements on hold pending further City Council direction.
70	CIP	Design and construct Sand Hill Road signal modification project	Public Works	Majority of construction is complete.
71		Establish a crosswalk policy	Public Works	Complete; City Council approved the policy Sept. 13.
Important				
72	CIP WP	Work with Caltrain to complete Peninsula Corridor Electrification Project design review	Public Works	Ongoing; City Council authorized the City Manager to sign the agreement May 24.



STAFF REPORT

City Council

Meeting Date: 10/11/2016

Staff Report Number: 16-179-CC

Informational Item: Update on community communications

Recommendation

This is an informational item and does not require City Council action.

Policy Issues

This update is presented to the City Council for information only and no policy changes are included.

Background

The City Council held a Special Meeting on January 29, 2016, at the Arrillaga Family Recreation Center to discuss and identify the work plan items for the year. One of the 72 items approved by the City Council, work plan item 56, includes efforts to improve community communications.

Analysis

In the past, much of the City's communications effort was undertaken by individual departments resulting in each department employing different approaches to community outreach. Some departments operated with regularly occurring, refined processes while other departments had less frequent or little resources dedicated to communications efforts. The current structure of the organization lends itself to continuing to allow each department to have some say over its outreach methods, but also highlights the need to provide individual departments with guidance and coordination in executing these efforts.

To improve interdepartmental coordination, a citywide communications team was formed with representatives from every department meeting regularly to address communication needs of the organization. The team meets weekly to discuss outreach items, plan for upcoming community meetings, discuss media relations and evaluate items to be included in the City Council weekly digest email distributed to city councilmembers, all city employees, resident subscribers and the media. The team's ongoing efforts continue to improve the effectiveness of the City's communications.

To improve consistency in communications and outreach, the organization is in the process of implementing a centralized marketing/branding initiative that has already or soon will update the look and style of nearly all City outreach items including the city website, publications, promotional materials, banners, signage and more. This includes the budget book, citywide mailings/notices and individual program and event promotions. This effort continues to grow each year and now encompasses more than 600 requests annually.

The final area targeted is digital communications in which the city aims to grow the reach and engagement of our messaging. The organization has worked to focus its online presence, beginning with the redesign of the city website in recent years and implementation of a hub-and-spoke strategy to ensure that the website is the focal point for city information and linked as the destination for information shared via print materials, social media and elsewhere. The website analytics have shown growth in both unique visitors and overall visits since the redesign was completed. (Note: the next website design update is planned for 2018.)

Website Visitors		
Platform	March 2015	March 2016
Unique visitors	41,797	50,554
Visits	54,714	62,622

In addition to the website, the City continues to expand its presence on social media with audience growth on major social media platforms.

Sample of Social Media Platform Growth of the main @CityofMenloPark accounts					
Followers	2013	2014	2015	2016	2017 proj.
Twitter	1107	2,054	3,065	3,803	4,500
Facebook	n/a	547	1,894	3,350	5,000
Instagram	n/a	n/a	n/a	451	600
LinkedIn	n/a	n/a	403	531	675

The main City of Menlo Park accounts are managed through the City Manager’s Office with individual departments managing their own. Staff plans to continue to improve its social media strategy and grow the engagement of each platform. Due to continuous changes by the social media companies, and without staff specifically dedicated to full-time management of our social media presence, this has proven difficult. Plans to improve our social media effectiveness involve selection of a multi-platform management tool, implementation of an organization content calendar to incorporate and coordinate posts among departments and more outreach and interactivity of our social media during special events.

Sample of City Digital Platforms and Reach		
Platform	Department/Division/Program	Audience Size
Blackboard Connect	City of Menlo Park	11,432
Nextdoor	City of Menlo Park	9,871
Twitter	Police	5,772
Twitter	City of Menlo Park	3,803
Facebook	City of Menlo Park	3,350
Instagram	Police	3,062
Nixle	Police	1,617
Facebook	Police	1,138
Facebook	Onetta Harris Community Center	667
Facebook	Library	602
LinkedIn	City of Menlo Park	531
Facebook	Special Events	526
Facebook	Community Services	463
Instagram	City of Menlo Park	451
Twitter	Environmental Programs	362
Facebook	Environmental Programs	227
Instagram	Library	65
Twitter	Library	64

The City’s overall community communications have and will continue to improve. The existing communications structure and level of staff attention to outreach is evolving and becoming more coordinated over time and we will continue to enhance these efforts through the development of consistent processes across departments and by encouraging additional training for the individuals tasked with executing our communications activities. Overall, this will yield more consistent and cohesive communications from the City as a whole.

Public Notice

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

Attachments

There are no attachments.

Report prepared by:
Clay J. Curtin, Assistant to the City Manager

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STAFF REPORT

City Council

Meeting Date: 10/11/2016

Staff Report Number: 16-171-CC

Informational Item: Update on Regional Transportation Projects in the M-2 Area

Recommendation

This is an informational item and no City Council action is required.

Policy Issues

Several projects are included in this update and are prioritized in the 2016 City Council Work Plan.

Background

There are many efforts underway to evaluate and develop options to improve transportation conditions in the M-2 area. This report summarizes these ongoing efforts and provides status updates on each project.

Analysis

The following table summarizes the ongoing regional projects in or near the M-2 area of the City. Six projects are highlighted, including two complementary efforts on the Dumbarton Corridor, the US 101 Managed Lanes Project, the US 101/Willow Road Interchange, development of the San Mateo Countywide Transportation Plan, and the Willow Road Transportation Study. Information about the projects, description, lead agency, the City’s role and next steps are included in the table below.

Project	Lead Agency	City Role	Description	Status	Next Steps
Dumbarton Transportation Corridor Study	SamTrans	Stakeholder	Develop and evaluate alternatives for highway and transit improvements along Dumbarton Rail corridor, State Route 84, Willow Road, and other parallel routes	Planning	Evaluate alternatives presented in September 2016 community meetings. Alternatives build on those identified in 2020 Gateway Corridor Study. www.samtrans.com/DBCstudy

Project	Lead Agency	City Role	Description	Status	Next Steps
Dumbarton Corridor Pedestrian/Bicycle Trail	SamTrans	Stakeholder and Permitting Agency for City Right-of-Way	Prepare conceptual plans for a pedestrian and bicycle trail between Redwood City and East Palo Alto along Dumbarton Rail corridor	Environmental Clearance	Continue outreach and prepare environmental studies.
US 101 Managed Lanes Project	Caltrans	Stakeholder	Consider high-occupancy vehicle (HOV) or express lanes on US 101 between Santa Clara County line and I-380. In Menlo Park, could convert existing HOV lane to express lane.	Environmental Clearance	Continue technical analyses and environmental studies. (Attachment A)
US 101/Willow Road Interchange	Caltrans	Project Sponsor	Reconstruct US 101/Willow Road interchange to partial cloverleaf plus bicycle and pedestrian improvements.	Construction (anticipated to start in early 2017)	Currently being advertised for construction bids. Expect contract award in late 2016.
San Mateo Countywide Transportation Plan	C/CAG	Stakeholder	Draft Plan currently available for review. Comments are due to C/CAG by October 31, 2016. A workshop was hosted in Menlo Park on September 29, 2016.	Planning	Refine and finalize Plan for completion in late 2016 or early 2017. http://ccag.ca.gov/smctp2040/
Willow Road Transportation Study	City	Lead	Develop, evaluate and prioritize improvements on Willow Road	Planning	Presented options to Council on August 23, 2016 including emergency improvements. Development of cost estimates underway.

Public Notice

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

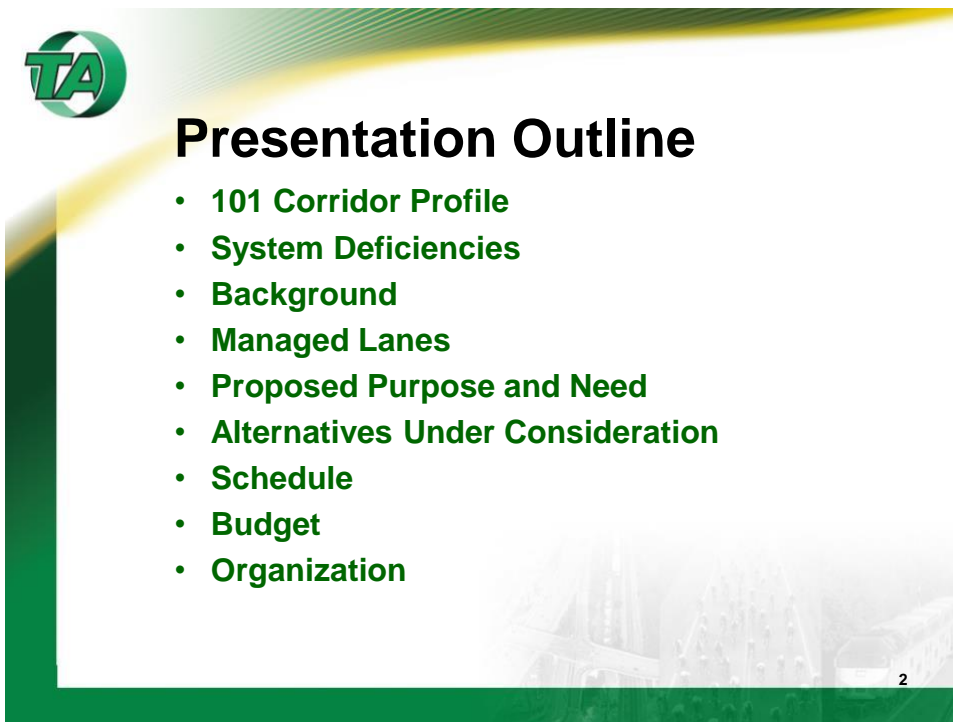
Attachments

- A. US 101 Managed Lanes Study Summary

Report prepared by:

Nicole H. Nagaya, P.E, Transportation Manager

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101 Corridor Profile

- 26 miles of Highway 101 in San Mateo County linking San Francisco and Santa Clara counties
- 208 through-lane miles
- 230,000 trips/day
- Primary Access Route to:
 - San Francisco International Airport
 - Major employers
 - Port of Redwood City
 - East Bay via Dumbarton and San Mateo Bridges

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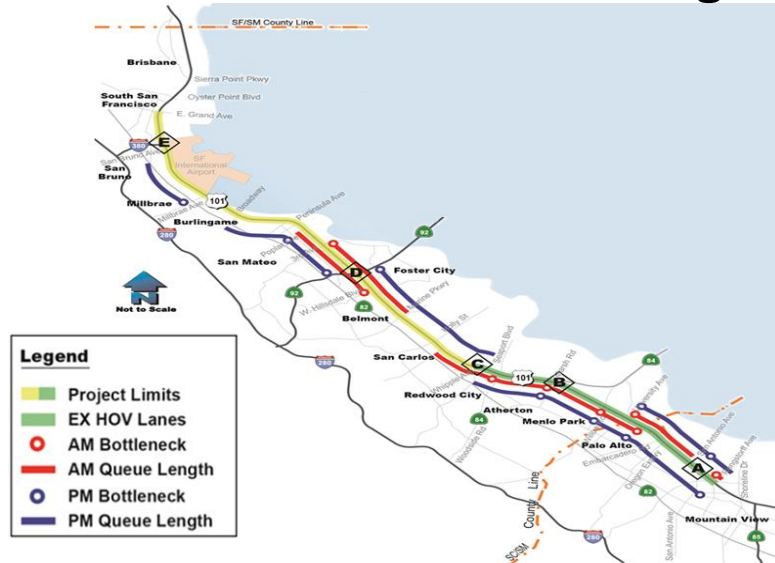
101 Corridor Deficiencies

- Congestion doubles travel time during the peak periods
- Demand is projected to grow 10-15% by 2020 resulting in:
 - Increased travel time
 - Diversion of traffic onto local streets
 - Reduce transit service reliability
 - Increased traffic congestion-related collisions (rear-end accidents)

4



101 Bottleneck/Queueing



5



Background

- May '15: Caltrans approved Project Study Report/Project Development Support (PSR/PDS) to extend existing High Occupancy Vehicle (HOV) lanes on 101 Corridor in San Mateo County 14.5 miles, Whipple Road to I-380.
- May '15: TA Board authorized reallocation of savings from the PID phase to advance the start of traffic and other technical studies for the subject project.
- Oct '15: TA Board authorized allocation of \$8.5 million of Measure A funding for the Project Approval/ Environmental Document (PA/ED) phase of the project.

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Background (continued)

- Oct '15 - July '16:
Received stakeholder and project team input
 - Project alternatives expanded to include Express Lane (EL) to allow tolling of non-HOV vehicles through congestion pricing
 - Project limits extended seven miles south to a total length of 22.5 miles to better coordinate with Santa Clara County
- Oct '15: C/CAG requested the programming of state funding to supplement Measure A
- May '16: Approved Supplemental PSR/PDS to document these changes; executed cooperative agreement with Caltrans
- Jul '16: The Transportation Authority executed a \$3 million funding agreement with San Mateo County Economic Development Association to supplement Measure A funding

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General Purpose Lane vs. Managed Lane

GENERAL PURPOSE (GP) LANE

CONTROL:

- Uncontrolled operation of the lane

MANAGED LANE (ML)

High Occupancy Vehicle (HOV)

CONTROL:

- Hours of operation
- Occupancy requirements
- Points of access
- Enforcement

Express Lane / High Occupancy Toll (HOT) / Toll

CONTROL:

- Hours of operation
- Occupancy requirements
- Points of access
- Enforcement
- Toll charged to non-HOV drivers
- O&M cost toll administration

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Proposed Purpose and Need

Purpose:

Provide a continuous managed lane in each direction on 101 from the terminus of the Santa Clara County Express Lanes to I-380 to:

- Provide more reliable travel time for the managed lanes
- Minimize operational degradation of the general purpose lanes
- Allow travel mode choice
- Increase overall person throughput
- Apply technology and/or design feature to help manage traffic

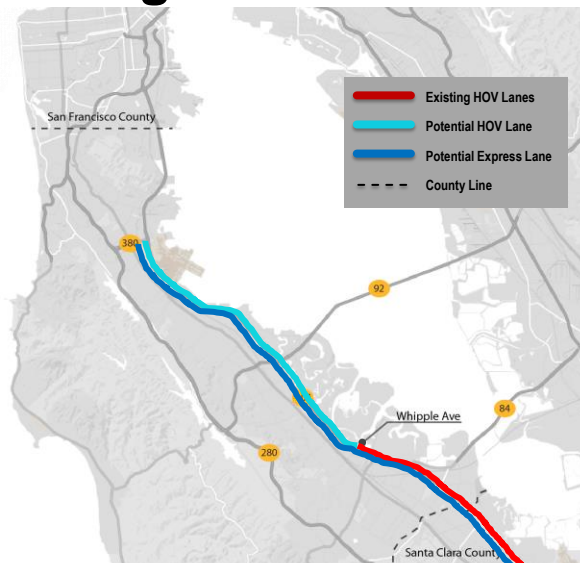
Need:

- 101 is heavily congested resulting in an overall degradation of operations throughout the corridor.
- All users, whether they are in single or multiple passenger vehicles traveling on 101, experience delays.

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101 Managed Lanes



10



101 Managed Lanes

Build Alternatives Under Consideration

Santa Clara County to I-380

Convert General Purpose	Add a Lane
1. HOV 2+	1. HOV 2+
2. HOV 3+	2. HOV 3+
3. HOT 2+	3. HOT 2+
4. HOT 3+	4. HOT 3+

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Preferred Alternative Selection Criteria

- **Freeway Operational Improvements**
 - Increased Person Throughput
 - Travel Time Reliability
 - Congestion Relief
- **Cost to Implement Alternatives**
- **Ease and Speed of Alternative Implementation**
- **Compatibility with Adjoining Segments**

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Anticipated Environmental Documents

- **CEQA: Initial Study (IS)**
- **NEPA: Environmental Assessment (EA)**
- **Technical Studies**
 - Land use
 - Community Impacts
 - Visual/Aesthetics
 - Cultural Resources
 - Hydrology and Floodplains
 - Geology, Soil, & Seismic
 - Water Quality & Storm Water Runoff
 - Paleontology
 - Hazardous Waste/Materials
 - Air Quality
 - Noise and Vibration
 - Energy & Climate Change
 - Biological Environment
 - Cumulative Impact
 - Context-Sensitive Solutions

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101 ML Environmental Schedule

- **28 months to complete**
- **Key Schedule Milestones**

Event	Date
Start	Jun-16
Finalize technical studies	Jan-18
Draft environmental document and public circulation	Apr-18
Final environmental document	Aug-18
Project Report Approval	Sep-18

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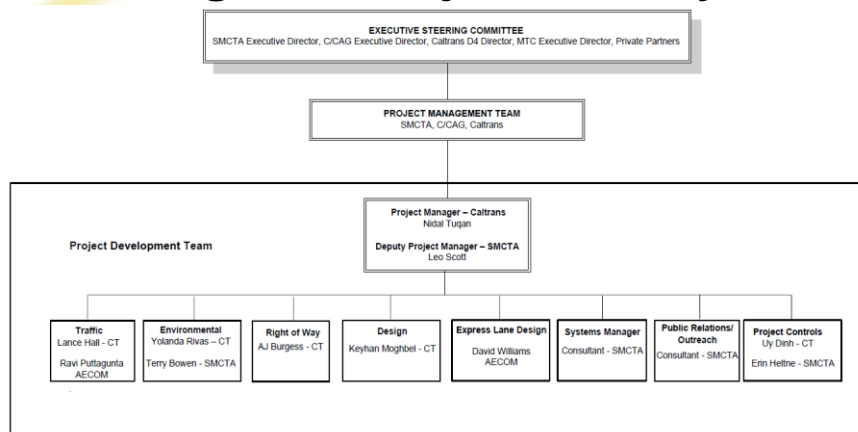
Environmental Phase Cost Estimate

Task	Budget
Project Management	\$2,060,000
Traffic	\$1,430,000
Environmental	\$2,850,000
Right of Way and Mapping	\$230,000
Preliminary Design	\$4,330,000
Systems Management Interface	\$350,000
Public Outreach	\$250,000
Total	\$11,500,000

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Integrated Project Delivery Team



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Organization

Integrated Project Delivery Team	Project Management Team	Executive Steering Committee
<p>MEMBERS:</p> <ul style="list-style-type: none"> • Caltrans • C/CAG • SMCTA <p>ROLE:</p> <p>Perform necessary preliminary design, environmental & technical studies to environmentally clear the project consistent with purpose and need</p>	<p>MEMBERS:</p> <ul style="list-style-type: none"> • Caltrans • C/CAG • SMCTA <p>ROLE:</p> <p>Coordinate technical, policy and funding aspects. Serve as an intermediary between Integrated Project Delivery Team and Executive Steering Committee</p>	<p>MEMBERS:</p> <ul style="list-style-type: none"> • Caltrans • MTC • C/CAG • SMCTA • Private Sector <p>ROLE:</p> <p>Through collaboration and consensus-based decisions, support and advise the Project Management Team and other appropriate agencies / stakeholders.</p>

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101 Corridor Managed Lanes



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