



**SPECIAL AND REGULAR MEETING AGENDA**

**Date:** 10/10/2017  
**Time:** 6:00 p.m.  
**City Council Chambers**  
**701 Laurel St., Menlo Park, CA 94025**

**6:00 p.m. Closed Session**

Public comment on these items will be taken before adjourning to Closed Session.

- CL1.** Closed session conference with labor negotiators pursuant to Government Code §54957.6 regarding labor negotiations with the Menlo Park Police Officers' Association (POA)

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

- CL2.** Closed Session pursuant to Government Code Section §54957 to confer regarding public employee performance evaluation: City Manager

Attendees: City Attorney Bill McClure, Administrative Services Director Nick Pegueros, Human Resources Manager Lenka Diaz

- CL3.** Closed session conference with legal counsel on anticipated litigation pursuant to Government Code §54956.9(d)(2) – one case

Attendees: City Manager Alex McIntyre, City Attorney Bill McClure

**7:00 p.m. Regular Session**

- A. Call To Order**
- B. Roll Call**
- C. Pledge of Allegiance**
- D. Report from Closed Session**

Report on action taken in Closed Session, if required, pursuant to Government Code §54957.1

- E. Presentations and Proclamations**

- E1. Proclamation for Breast Cancer Awareness Month
- E2. Proclamation for American Cheese Month celebration at Draeger's Market

- F. 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.

**G. Study Session**

- G1. Annexation request from residents of unincorporated West Menlo Park (Staff Report# 17-245-CC)

**H. Consent Calendar**

- H1. Waive the reading and adopt an ordinance approving the Development Agreement for the Middle Plaza at 500 El Camino Real Project (Staff Report# 17-235-CC)
- H2. Waive the reading and adopt ordinances rezoning and rezoning the property located at 2111-2121 Sand Hill Road (Staff Report# 17-237-CC)
- H3. Adopt a resolution approving the list of projects eligible to be funded by California Senate Bill 1: The Road Repair and Accountability Act of 2017 (Staff Report# 17-242-CC)
- H4. Authorize the City Manager to enter into a Memorandum of Understanding for the Bayfront Canal Bypass Project (Staff Report# 17-204-CC)

**I. Regular Business**

- I1. Identify a preferred alternative for the Ravenswood Avenue Railroad Crossing (Staff Report# 17-238-CC)
- I2. Approve next steps for library system improvements (Staff Report# 17-243-CC)
- I3. Approval of bonus for City Manager Alex D. McIntyre (Staff Report #17-246-CC)

**J. Informational Items**

- J1. Update on bus shelter installation in Belle Haven (Staff Report# 17-241-CC)
- J2. Update on the Belle Haven Pool facility audit and master plan (Staff Report# 17-236-CC)
- J3. Update on development of a citywide communications plan and federal/state legislative advocacy (Report# 17-244-CC)
- J4. Biannual review of data captured by automated license plate readers (ALPRs) for the period beginning April 2, 2017, through October 2, 2017 (Staff Report# 17-239-CC)
- J5. Biannual review of Taser program for the period beginning February 1, 2017, and ending July 31, 2017 (Staff Report# 17-240-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 Commission on any item listed on the agenda at a time designated by the Chair, 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 Chair, either before or during consideration of the item.

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**STAFF REPORT**

**City Council**

**Meeting Date:** 10/10/2017

**Staff Report Number:** 17-245-CC

**Study Session:** Annexation request from residents of unincorporated West Menlo Park

**Recommendation**

Staff recommends that the City Council study the request for annexation brought forward by a group of San Mateo County residents and provide staff general direction on how to proceed with the request.

**Policy Issues**

The City's General Plan policy "LU-1.3 Land Annexation" states that "Work with interested neighborhood groups to establish steps and conditions under which unincorporated lands within the City's sphere of influence may be annexed". The City Council's adopted worked plan prioritizes the use of City resources to meet goals that deliver the projects and services desired by the City Council and community. The addition of a new project, such as this project, into the work plan requires City Council action to amend previously approved priorities. Further policy questions may emerge should the annexation come before the Council.

**Background**

A group of San Mateo County residents has approached the City with their desire to have their neighborhood annexed into the City of Menlo Park. The request for annexation began in early 2015 when the City was approached by several local county residents who had concerns about a proposed subdivision on Crocus Court in the unincorporated University Heights area of West Menlo Park. Members of the Community Development and Public Works Departments worked with local residents and met with representatives of the County in 2015 and 2016. The project has been delayed while discussions continued between the City and the County, and work on other City priorities.

Separately, area residents have also brought their concerns about traffic conditions and potential safety improvements on the roads within the proposed annexation area to San Mateo County. As a result of these contacts the County Department of Public Works has undertaken a study, the Santa Cruz Ave/Alameda de las Pulgas Corridor Improvement Study. This study has been evaluating possible safety and connectivity improvement alternatives along Santa Cruz Avenue from Sand Hill Road to Alameda de las Pulgas and along Alameda de las Pulgas between Santa Cruz Avenue and Sharon Road.

The County study began in January of 2017, and their most recent meeting occurred on August 28. The project is led by the County of San Mateo Public Works Department in coordination with the City of Menlo Park. The County has retained a consultant, Kimley-Horn, to perform the technical analysis and identify feasible solutions. The results of the study could change the way the roadways are being used. City staff would like to better understand the outcome of the study, as it may have some bearing on the annexation.

## Analysis

### **Proposed Annexation Area**

The area in question is approximately 14 acres of residential property in the University Heights neighborhood. The core of the proposed annexation area is the triangular area surrounded by Santa Cruz Avenue, Alameda de las Pulgas, and Sharon Road. Additional areas on the east side of Santa Cruz Avenue and the north side of Sharon Road have also been suggested for inclusion in the annexation and the neighbors in the area have completed an information petition. The most recent version of the potential annexation area is shown in Attachment A. Depending on the final shape of the annexation there could be between 40 and 60 single family residences in the proposed annexation. If the portion of Sharon Road shown is annexed, staff recommends that both sides of the road be brought into the City. If the Council decides to proceed forward through the process, City staff would work with area residents to establish the final boundaries of the annexation area. The proposed annexation area is within the City's Sphere of Influence established by LAFCO in 2009.

### **Infrastructure Costs - Summary**

It is important to understand the potential costs associated with the annexation. In this particular case, the infrastructure costs will be the highest expense if the area is incorporated into the City. In March of 2016, staff from the City's Public Works department met in the field with Staff from San Mateo County's Public Works department to examine the existing public infrastructure in the proposed annexation area. If the City were to agree to the annexation request, the City would become responsible for upgrading and maintaining public infrastructure (streets, sidewalks, storm drains, and traffic signals) within the annexation area. Based on the discussions with the County staff, City Public Works staff estimates the cost to improve the existing infrastructure could range from approximately \$1.2 million to \$3.3 million (or greater) depending on the extent of desired improvements, especially related to sidewalks and storm drainage. Neither of these cost estimates includes ongoing costs for annual maintenance. The costs are primarily for intersection, street, frontage improvement (curb, gutter, sidewalk, drainage, etc.) and signal upgrades within the annexation area that could be summarized as follows:

Location	Improvements
<b>Traffic Signal</b> at Sharon Road and Alameda de las Pulgas	Add handicap ramps, relocate signal control box, and upgrade signal equipment
<b>Sharon Road</b> between Alameda and Santa Cruz Avenue	Reconstruct roadway and determine whether sidewalks are desired
<b>Santa Cruz Avenue</b> between Sharon Road and Alameda de las Pulgas	Install concrete valley gutters or install vertical curb, gutter & sidewalk with storm drain upgrades
<b>Traffic Signal</b> at Santa Cruz Avenue and Alameda de las Pulgas	Add handicap ramps and upgrade signal equipment
<b>Alameda de las Pulgas</b> between Santa Cruz Avenue and Sharon Road	Install sidewalks, which would impact travel lanes and repair cracks in roadway

The cost to improve the roadways to typical City standards is high. The County has limited funds available for roadway improvements and would likely only be able to provide a fraction of the funding necessary. Even with additional property tax exchange rate discussions, it is unlikely that this funding would be fully recovered through the annexation process.

### **Annexation Steps**

If the Council decides to proceed with the annexation staff envisions that the process should proceed in two phases. Phase 1 would involve a community outreach program that would determine the level of support for annexation and would provide the basis for the determining that actual annexation area boundary. To do this the City would formally contact the residents and property owners in an around the area to determine the degree of support/opposition. Staff anticipates that the final proposed boundary would be presented to the Council prior to initiating the formal annexation process in Phase 2.

The annexation of unincorporated parcels to cities in California is regulated by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 ("CKH Act"). The CKH Act requires that LAFCO review proposals for incorporations/formations, annexations, and other boundary changes for cities, counties, and special districts. Under the CKH Act, an annexation can be initiated by either residents, property owners, or the local jurisdiction. The proposed annexation of the area into the City of Menlo Park is subject to approval by the San Mateo County Local Agency Formation Commission (LAFCO), and would require a series of steps by the City of Menlo Park, the County of San Mateo, and LAFCO. The LAFCO Board is composed primarily of elected officials from the county and local cities, local special districts, and members of the general public.

For this annexation to occur, the City needs to amend the General Plan to designate land uses in this area (since the City General Plan does not show any land uses in this area) and would need to prezone the property. Prezoning designates City Zoning that would take effect when the property becomes part of the City. The General Plan Amendment and Prezoning could include areas beyond the actual boundary of the annexation if the Council expects that other adjacent areas could someday become part of the City. The General Plan Amendment and Prezoning would also require compliance with the California Environmental Quality Act (CEQA). The City would be the lead agency in this process.

Phase 2 would involve working with the San Mateo County LAFCO and would consist of the following steps:

- The applicant files an application for annexation with LAFCO.
- The Planning Commission reviews the requested general plan amendment and prezoning and makes a recommendation to the City Council.
- The City and County negotiate the allocation of property tax revenues.
- The City Council reviews the Planning Commission's recommendation on the general plan amendment and prezoning, and adopts the property tax exchange resolution that was negotiated with the county. The San Mateo County Board of Supervisors also adopts the property tax exchange resolution.
- If the annexation is approved by LAFCO, the City Council is required to conduct a protest hearing at which landowners and voters in the annexation area have the opportunity to submit written protest against the annexation. If the annexation is approved by the voters, and all conditions have been met, LAFCO records the certificate of completion after a 30-day waiting period. The annexation becomes effective on the date of recordation.

Staff may need to return to Council at several points throughout the process as the boundary of the annexation area is refined.

It is important to note that this triangle area is only a small area of the County section between the City of Menlo Park on both sides. There have been some limited discussions about the broader question of whether annexing the entire area would be appropriate. This question would be a much larger discussion

and the sentiment of the residents in the area is unknown and how the financing of any infrastructure in the area would be funded, but in the long term it could help to better align resources and bring the community together.

### ***Financial Implications***

The significant infrastructure costs in improving the annexation area would affect the property tax exchange negotiations with the County. There would be some incremental increase in the demand for City services in the annexation area. Because the area would remain as single family homes, the demand would fall primarily on the Public Works and Community Development departments. Neighbors have, to date, paid for some of the staff time associated with examining the annexation. The current property tax for the area is still in review and more information would be available if the process move forward, however it is not expected that the tax revenue would be enough to fund the infrastructure improvements identified.

### ***Next Steps***

Staff would like Council direction on whether and how to proceed with the annexation request. If Council directs staff to proceed with the annexation request, staff would like direction on how to cover the costs associated with the project. Adding the annexation project to the Council's existing work plan would require Council action, and may affect other Council work plan priorities. Another way to consider this annexation request and how it fits into the Council workplan process in January.

### ***Impact on City Resources***

The proposed annexation could require City expenditures to improve the existing streets and other public infrastructure within the annexation area. The County does not currently have funding to pay a significant amount of these costs. The City would gain some portion of the property taxes assessed on the properties within the annexation area. Prior to the tax negotiation with the County, the direct fiscal impact of the annexation cannot be determined.

### ***Environmental Review***

The general plan amendment, rezoning, and annexation are all considered to be projects under the California Environmental Quality Act (CEQA). Compliance with CEQA will part of the processing of these applications. The current item before the City Council, to provide direction to staff on the proposed annexation, is not subject to CEQA since no formal actions or decisions are being made.

### ***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. Map of area proposed for annexation

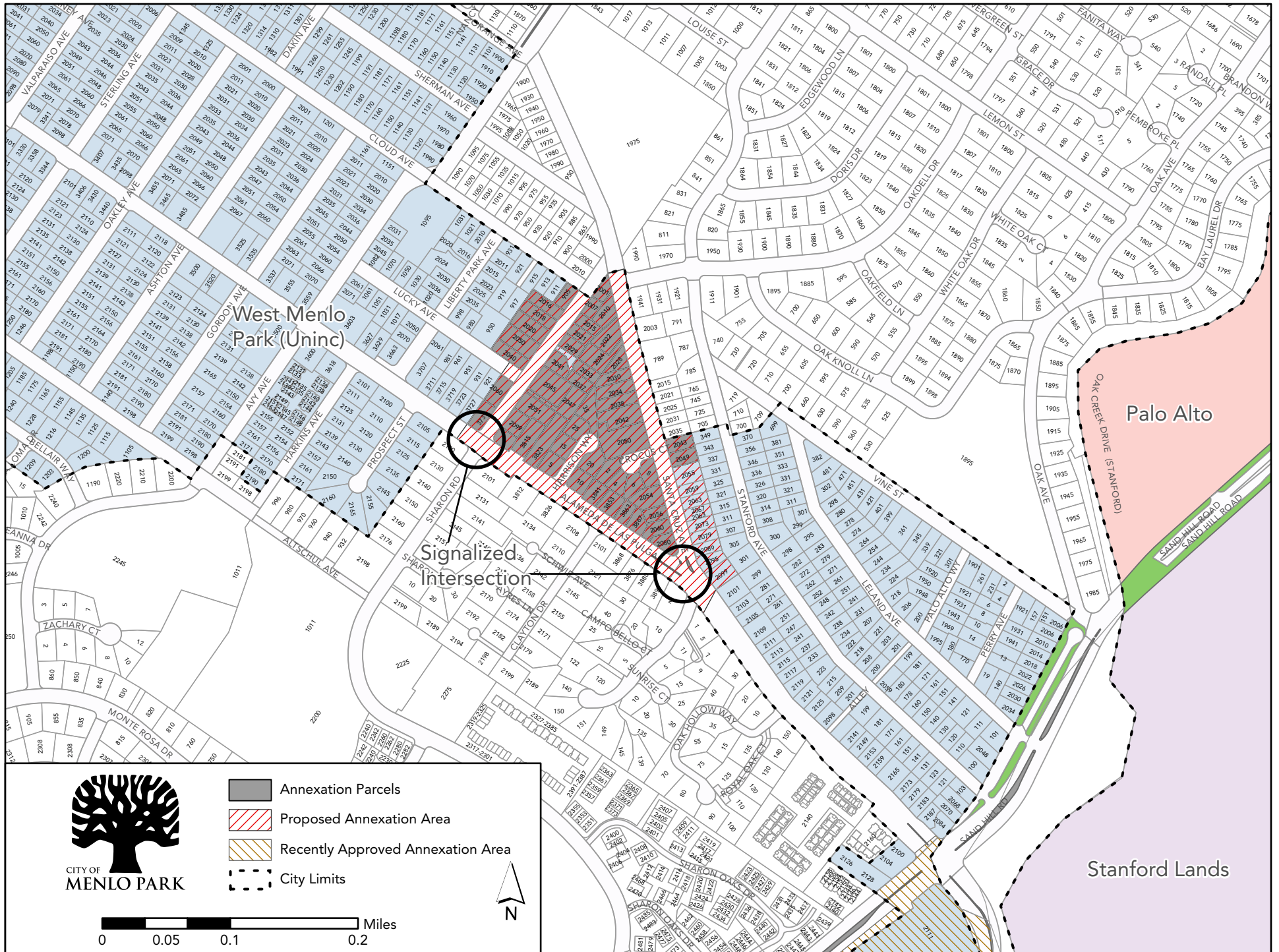
Report prepared by:

David Hogan, Contract Planner

Peter Ibrahim, Management Analyst II

Nick Szegda, Assistant Director of Library Services





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## STAFF REPORT

**City Council**  
**Meeting Date:** 10/10/2017  
**Staff Report Number:** 17-235-CC

**Consent Calendar:** **Waive the reading and adopt an ordinance approving the Development Agreement for the Middle Plaza at 500 El Camino Real Project**

### Recommendation

Staff recommends that the City Council waive the full reading of and adopt an ordinance approving the development agreement for the Middle Plaza at 500 El Camino Real Project (300-550 El Camino Real), as outlined in attachment A.

### Policy Issues

The recommended action is consistent with the City Council's actions and approvals on the Middle Plaza at 500 El Camino Real Project at its meeting of September 26, 2017 and would serve to complete the approval process of the Project.

### Background

At the September 26, 2017 City Council meeting, the Council took the following actions associated with the Middle Plaza at 500 El Camino Real Project:

1. Adopt a Resolution of the City Council of the City of Menlo Park Adopting Findings Required by the California Environmental Quality Act, Including a Statement of Overriding Considerations, Approving a Mitigation Monitoring and Reporting Program, and Certifying the Final Infill Environmental Impact Report for the Middle Plaza at 500 El Camino Real Project, Located at 300-550 El Camino Real.
2. Adopt a Resolution of the City Council of the City of Menlo Park Approving Findings and Conditions for the Architectural Control for the Middle Plaza at 500 El Camino Real Project located at 300-550 El Camino Real. Additional project-specific conditions include evidence that, in addition to any renewable power generated on site, the project will be supplied, if available, with energy generated by 100% renewable energy sources, the project will meet the equivalent of LEED Gold and no artificial turf will be installed in the dog relief area.
3. Adopt a Resolution of the City Council of the City of Menlo Park Approving the Heritage Tree Removal Permits for the Middle Plaza at 500 El Camino Real Project, located at 300-550 El Camino Real
4. Adopt a Resolution Approving a Below Market Rate Housing Agreement with Stanford University for the Middle Plaza at 500 El Camino Real Project, located at 300-550 El Camino Real.
5. Introduce an Ordinance of the City Council of the City of Menlo Park Approving the Development Agreement with Stanford University for the Middle Plaza at 500 El Camino Real Project, located at 300-550 Camino Real.

The resolutions became effective immediately with the Council's action.

## **Analysis**

In addition to the adopted resolutions, the project includes an Ordinance to approve the Development Agreement between the City and the Applicant for the provision of public benefits in exchange for vested rights. The City Council voted 5-0 to introduce the above mentioned Ordinance at the September 26, 2017 meeting, with no changes. Since an Ordinance requires both a first and second reading, the proposed Ordinance is before the City Council again for the second reading and adoption.

## **Impact on City Resources**

The project sponsor is required to pay Planning, Building and Public Works permit fees, based on the City's Master Fee Schedule, to fully cover the cost of staff time spent on the review of the project. In addition, the proposed development would be subject to payment of Transportation Impact Fee (TIF), Specific Plan Transportation Infrastructure Proportionate Cost-Sharing Fee, and the El Camino Real/Downtown Specific Plan Preparation Fee. These required fees were established to account for projects' proportionate obligations. The project sponsor would also pay 50% of the cost of the proposed Caltrain pedestrian/bicycle crossing, up to \$5 million, with the maximum contribution adjusted to reflect increases in the engineering cost index to the date of the payment.

## **Environmental Review**

On September 26, 2017, the City Council adopted a resolution that certified the EIR, made the CEQA findings, adopted the Statement of Overriding Considerations, and adopted the Mitigation Monitoring and Reporting Program.

## **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. Draft Ordinance Approving the Development Agreement

Report prepared by:  
Corinna Sandmeier, Associate Planner

Report reviewed by:  
Mark Muenzer, Assistant Community Development Director

## ORDINANCE NO. \_\_\_\_

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
APPROVING THE DEVELOPMENT AGREEMENT WITH STANFORD  
UNIVERSITY FOR THE PROPERTY LOCATED AT 300-550 EL  
CAMINO REAL**

The City Council of the City of Menlo Park does hereby ORDAIN as follows:

**SECTION 1.** This Ordinance is adopted under the authority of Government Code Section 65864 *et seq.* and pursuant to the provisions of City Resolution No. 4159, which establishes procedures and requirements for the consideration of developments within the City of Menlo Park (“City”). This Ordinance incorporates by reference that Development Agreement, Middle Plaza at 500 El Camino Real Project (300-550 El Camino Real, Menlo Park, CA) (the “Development Agreement”) by and between the City and Stanford University (“Applicant”) attached hereto as Exhibit A and incorporated herein by this reference.

**SECTION 2.** The City, as lead agency, prepared an Infill Environmental Impact Report (“EIR”) pursuant to the California Environmental Quality Act (“CEQA”) that examined the environmental impacts of the redevelopment of the property at 330-500 El Camino Real (the “Property”). On September 26, 2017, by Resolution No. \_\_\_\_\_, the City Council certified the EIR, made certain findings, and adopted a Mitigation Monitoring and Reporting Plan, which Resolution together with the EIR are incorporated herein by reference. The City Council finds that the Development Agreement is within the scope of the EIR.

**SECTION 3.** As required by Resolution No. 4159, the Planning Commission reviewed the Development Agreement at a duly and properly noticed public hearing held on August 28, 2017 and recommended that the City Council adopt this ordinance. As part of its recommendation to the City Council, the Planning Commission determined that the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and the El Camino Real/Downtown Specific Plan; is compatible with the uses authorized in and the regulations prescribed for the SP-ECR/D land use district in which the Property is located; is in conformity with public convenience, general welfare and good land use practice; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; and will not adversely affect the orderly development of property or the preservation of property values within the City.

**SECTION 4.** The City Council held a duly and properly noticed public hearing on the Development Agreement on August 29, 2017. The City Council finds that the following are the relevant facts concerning the Development Agreement:

1. The General Plan land use designation for the Property is El Camino Real/Downtown Specific Plan and the zoning for the Property is SP-ECR/D (El Camino Real/Downtown Specific Plan).

2. The Applicant proposes a unified development on the Property consisting of approximately 8.43 acres (367,174 square feet).
3. The Applicant proposes to demolish the existing buildings on-site and redevelop the Property with the subsequent construction of one mixed-use retail and office building (Office Building 1), two office buildings (Office Buildings 2 and 3), four residential buildings (Residential Buildings A, B and C), two of which are connected to create Building A, with a total floor area of approximately 429,326 square feet. Underground parking garages and surface parking would include approximately 930 spaces (the "Project").

**SECTION 5.** As required by Section 302 of Resolution No. 4159 and based on an analysis of the facts set forth above, the staff report to the City Council, the presentation to the Council, supporting documents, and public testimony, the City Council hereby adopts the following as its findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and the El Camino Real/Downtown Specific Plan.
2. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the SP-ECR/D land use district in which the Property is located.
3. The Development Agreement is in conformity with public convenience, general welfare and good land use practices.
4. The Development Agreement will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City.
5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values within the City.
6. The Development Agreement will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.
7. The Development Agreement will result in the provision of public benefits by the Applicant, including, but not limited to, financial commitments.

**SECTION 6.** Based upon the above findings of fact, the Development Agreement for the Project is hereby approved. The City Council hereby authorizes the Mayor to execute the Development Agreement and all documents required to implement the Development Agreement on behalf of the City.

**SECTION 7.** No later than ten days after this ordinance is effective and has been executed by all parties, the City Clerk shall record with the San Mateo County Recorder a copy of the Development Agreement, as required by Government Code Section 65868.5.

**SECTION 8.** If any section of this ordinance, or part hereof, is held by a court of competent jurisdiction in a final judicial action to be void, voidable or enforceable, such section, or part hereof, shall be deemed severable from the remaining sections of this ordinance and shall in no way affect the validity of the remaining sections hereof.

**SECTION 9.** The ordinance shall take effect 30 days after its passage and adoption. Within 15 days of its adoption, the ordinance shall be posted in three public places within the City, and the ordinance, or a summary of the ordinance prepared by the City Attorney, shall be published in a local newspaper used to publish official notices for the City prior to the effective date.

INTRODUCED on the twenty-sixth day of September, 2017.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said Council on the tenth day of October, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

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Kirsten Keith  
Mayor, City of Menlo Park

ATTEST:

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Clay Curtin  
Interim City Clerk

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City of Menlo Park  
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**DEVELOPMENT AGREEMENT**

**MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT**

SEPARATE PAGE, PURSUANT TO GOVT. CODE 27361.6



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EXHIBIT B	Legal Description of Property
EXHIBIT C	BMR Housing Agreement

## DEVELOPMENT AGREEMENT

### MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT (300 – 550 EL CAMINO REAL)

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Menlo Park, a municipal corporation of the State of California ("**City**") and Board of Trustees of the Leland Stanford Junior University, a body having corporate powers under the laws of the State of California ("**Owner**"), pursuant to the authority of California Government Code Sections 65864-65869.5 and City Resolution No. 4159.

#### RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the City and Owner:

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864-65869.5 authorizing the City to enter into development agreements in connection with the development of real property within its jurisdiction by qualified applicants with a requisite legal or equitable interest in the real property which is the subject of such development agreements.

B. As authorized by Government Code Section 65865(c), the City has adopted Resolution No. 4159 establishing the procedures and requirements for the consideration of development agreements within the City.

C. Owner owns those certain parcels of real property having current addresses at 300 – 550 El Camino Real in the City of Menlo Park, California ("**Property**") as shown on Exhibit A attached hereto and being more particularly described in Exhibit B attached hereto, upon which Owner has applied to construct the Project commonly known as Middle Plaza.

D. Owner intends to demolish all existing structures on the Property and to construct the Project on the Property in accordance with the Project Approvals and any other Approvals.

E. The City examined the environmental effects of the Project in an Environmental Impact Report ("**EIR**") prepared for the Menlo Park El Camino Real/ Downtown Specific Plan and an Infill EIR prepared for the Project pursuant to the California Environmental Quality Act ("**CEQA**"). On September 26, 2017 the City Council of the City reviewed and certified the Infill EIR.

F. The City has determined that the Project is a development for which a development agreement is appropriate. A development agreement will eliminate uncertainty in the City's land use planning for, and secure orderly development of, the Project and otherwise achieve the goals and purposes for which Resolution No. 4159 was enacted by City. The Project will further the goals and objectives of the Menlo Park El Camino Real/ Downtown Specific Plan, and generate the additional public benefits described in this Agreement, along with other fees for the City. Owner will incur substantial costs in order to comply with the conditions of the Approvals and otherwise in connection with the development of the Project. In exchange for the public benefits and other benefits to the City, Owner desires to receive vested rights, including, without limitation, legal assurances that the City will grant permits and approvals required for the development, occupancy and use of the Property and the Project in accordance with the Existing City Laws, subject to the terms and conditions contained in this Agreement. In order to effectuate these purposes, the City and Owner desire to enter into this Agreement.

G. On August 28, 2017, after conducting a duly noticed public hearing pursuant to Resolution No. 4159, the Planning Commission of the City recommended that the City Council approve this Agreement, based on the following findings and determinations: that this Agreement: (1) is consistent with the objectives, policies, general land uses and programs specified in the General Plan and Menlo Park El Camino Real/ Downtown Specific Plan (as both are defined in this Agreement); (2) is compatible with the uses authorized in and the regulations prescribed for the land use district in which the Property is located; (3) conforms with public convenience, general welfare and good land use practices; (4) will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; (5) will not adversely affect the orderly development of property or the preservation of property values within the City; and (6) will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

H. Thereafter, September 26, 2017 the City Council held a duly noticed public hearing on this Agreement pursuant to Resolution No. 4159. The City Council made the same findings and determinations as the Planning Commission. On that same date, the City Council made the decision to approve this Agreement by introducing Ordinance No. \_\_\_\_\_ ("**Enacting Ordinance**"). A second reading was conducted on the Enacting Ordinance on October 10, 2017, on which date the City Council adopted the Enacting Ordinance, making the Enacting Ordinance effective on November 9, 2017.

NOW, THEREFORE, pursuant to the authority contained in Government Code Sections 65864-65869.5 and Resolution No. 4159, and in consideration of the mutual covenants and promises of the City and Owner herein contained, the City and Owner agree as follows:

1. Definitions. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Agreement.

1.1 Approvals. Any and all permits or approvals of any kind or character required under the City Laws in order to authorize and entitle Owner to complete the Project and to develop and occupy the Property in accordance with Existing City Laws, this Agreement and the items described in the Project Approvals (as defined in this Agreement).

1.2 City Laws. The ordinances, resolutions, codes, rules, regulations and official policies of the City governing the permitted uses of land, density, design, and improvement applicable to the development of the Property. Specifically, but without limiting the generality of the foregoing, the City Laws shall include the General Plan, the Menlo Park El Camino Real/ Downtown Specific Plan, and the City's Zoning Ordinance.

1.3 City Manager. The City Manager or his or her designee as designated in writing from time to time. Owner may rely on the authority of the designee of the City Manager.

1.4 City Wide. Any City Law, Fee or other matter that is generally applicable to one or more kinds or types of development or use of property wherever located in the City or that is applicable only within the area included in the Menlo Park El Camino Real/Downtown Specific Plan. A City Law, Fee or other matter shall not be City Wide if, despite its stated scope, it applies only to the Property or to one or more parcels located within the Property, or if the relevant requirements are stated in such a way that they apply only to all or a portion of the Project and not to other parcels or properties in the Menlo Park El Camino Real/Downtown Specific Plan.

1.5 Community Development Director. The City's Community Development Director or his or her designee.

1.6 Conditions. All conditions, dedications, reservation requirements, obligations for on- or off-site improvements, services, other monetary or non-monetary requirements and other conditions of approval imposed, charged by or called for by the City in connection with the development of or construction on real property under the Existing City Laws, whether such conditions constitute public improvements, mitigation measures in connection with environmental review of any project, or impositions made under applicable City Laws.

1.7 Crossing. A pedestrian/bicycle crossing at or near Middle Avenue that will improve bicycle and pedestrian circulation between El Camino Real and Alma Street, connecting the downtown and residential neighborhoods west of El Camino Real with Burgess Park, the Menlo Park Civic Center complex, and the north-south bicycle lanes on Alma Street.

1.8 Default. As to Owner, the failure of Owner to comply substantially and in good faith with any obligations of Owner under this Agreement; and as to the City, the failure of the City to comply substantially and in good faith with any obligations of City under this Agreement; any such failure by Owner or the City shall be subject to cure as provided in this Agreement.

1.9 Effective Date. The effective date of the Enacting Ordinance pursuant to Government Code Section 65867.5, as specified in Recital H of this Agreement.

1.10 El Camino Real/ Downtown Specific Plan: Collectively, the Specific Plan governing the Property, as adopted by the City Council in June 2012 and that become effective on July 12, 2012, as amended as of the date of adoption of the Enacting Ordinance.

1.11 Existing City Laws. The City Laws in effect as of the Effective Date.

1.12 Fees. All exactions, costs, fees, in-lieu fees, payments, charges and other monetary amounts imposed or charged by the City in connection with the use, development of or construction on real property under Existing City Laws, but not including Processing Fees. Fees includes impact fees, which are the monetary amount charged by the City or equivalent in-kind obligation in connection with a development project for the purpose of defraying all or a portion of the cost of mitigating the impacts of the development project or development of the public facilities related to the development project, including any "fee" as that term is defined by Government Code Section 66000(b) and including any fees included in the MMRP.

1.13 General Plan. Collectively, the General Plan for the City, including all elements as adopted by the City Council on November 29, 2016.

1.14 Laws. The laws and Constitution of the State of California, the laws and Constitution of the United States and any state or federal codes, statutes, executive mandates or court decisions thereunder. The term "Laws" shall exclude City Laws.

1.15 Mitigation Measures. The mitigation measures applicable to the Project, developed as part of the EIR process and required to be implemented through the MMRP for the Project, which includes the applicable measures required to be implemented by the Menlo Park El Camino Real/Downtown Specific Plan.

1.16 MMRP. The Mitigation Monitoring and Reporting Plan adopted as part of the Project Approvals and applicable to the Project.

1.17 Mortgage. Any mortgage, deed of trust or similar security instrument encumbering the Property, any portion thereof or any interest therein.

1.18 Mortgagee. With respect to any Mortgage, any mortgagee or beneficiary thereunder.

1.19 Party. Each of the City and Owner and their respective successors, assigns and transferees (collectively, "Parties").



1.20 Processing Fee. A fee imposed by the City upon the submission of an application or request for a permit or Approval, which is intended to cover only the estimated cost to the City of processing such application or request and/or issuing such permit or Approval and which is applicable to similar projects on a City Wide basis, including but not limited to building permit plan check and inspection fees, public works, engineering and transportation plan check and inspection fees, subdivision map application, review and processing fees, fees related to the review, processing and enforcement of the MMRP, and fees related to other staff time and attorney's time incurred to review and process applications, permits and/or Approvals; provided such fees are not duplicative of or assessed on the same basis as any Fees.

1.21 Project. The uses of the Property, the site plan for the Property and the Vested Elements (as defined in Section 3.1), as authorized by or embodied within the Project Approvals and the actions that are required pursuant to the Project Approvals. Specifically, the Project includes the demolition of the existing structures on the Property and the construction of new buildings including residential, non-medical office space, ground floor retail/restaurant space, at-grade parking, an underground parking garage, a privately owned and operated publicly accessible plaza, and related site improvements, landscaping and infrastructure, as more particularly described in the Project Approvals.

1.22 Project Approvals. The following approvals for the Project granted, issued and/or enacted by the City as of the date of this Agreement, as amended, modified or updated from time to time: (a) this Agreement; (b) the findings, statement of overriding considerations and adoption of the MMRP and other actions in connection with environmental review of the Project; (c) Architectural Control; (d) Lot Merger; (e) Heritage Tree Removal Permits; and (f) Below Market Rate Housing Agreement.

1.23 Resolution No. 4159. City Resolution No. 4159 entitled "Resolution of the City Council of the City of Menlo Park Adopting Regulations Establishing Procedures and Requirements for Development Agreements" adopted by the City Council of the City of Menlo Park on January 9, 1990.

1.24 Substantial Crossing Progress. To constitute Substantial Crossing Progress: (i) the City must have completed and the City Council must have approved the final design for the Crossing; (ii) the City must have completed all steps necessary to achieve compliance with the California Environmental Quality Act to construct and operate the Crossing; and (iii) the City must have made substantial progress toward obtaining funding for the cost of construction of the Crossing. For purposes of this paragraph, substantial progress toward obtaining funding for the cost of construction of the Crossing means that the City has secured a minimum of fifteen percent (15%) of the cost to construct the Crossing (excluding Owner's contribution).

2. Effective Date; Term.

2.1 Effective Date. This Agreement shall be dated and the rights and obligations of the Parties hereunder shall be effective as of the Effective Date. Not later than ten (10) days after the Effective Date, the City and Owner shall execute and acknowledge this Agreement, and the City shall cause this Agreement to be recorded in the Official Records of the County of San Mateo, State of California as provided for in Government Code Section 65868.5. However, the failure to record this Agreement within the time period provided for in Government Code Section 65868.5 shall not affect its validity or enforceability among the Parties.

2.2 Term. This Agreement shall terminate ten (10) years from the Effective Date (the “**Term**”), unless earlier terminated under Sections 10, 12, or 17 of this Agreement or extended by mutual written agreement under Section 10.1. Notwithstanding the foregoing, and subject to this Agreement’s termination provisions, if the City has made Substantial Crossing Progress, then the term of this Agreement shall continue until the earlier of: (a) payment by the Owner of the Crossing Payment pursuant to Section 5; (b) the City Council’s decision to abandon pursuit of the funding and construction of the Crossing; or (c) five (5) years beyond the initial ten (10)-year term.

2.3 Expiration of Term. Except as otherwise provided in this Agreement or any of the Approvals, upon the expiration of the Term of this Agreement: (a) this Agreement, and the rights and obligations of the Parties under this Agreement, shall terminate; and (b) Owner shall thereafter comply with the provisions of the City Laws and Approvals then in effect or thereafter enacted and applicable to the Property and/or the Project, except that the expiration of the Term of this Agreement shall not affect any rights of Owner that are or would be vested under City Laws in the absence of this Agreement or any other rights arising from Approvals granted or issued by the City for the construction or development of all or any portion of the Project.

### 3. General Development of the Project.

3.1 Project. Owner shall have the vested right to develop and occupy the Property in accordance with the terms and conditions of this Agreement and the Project Approvals, and any additional Approvals for the Project and/or the Property obtained by Owner, as the same may be amended from time to time upon application by Owner; and City shall have the right to control development of the Property in accordance with the Approvals for the Project and/or the Property and the provisions of this Agreement, so long as this Agreement remains effective. Except as otherwise specified herein, until the expiration or earlier termination of this Agreement, this Agreement, the Approvals and the Existing City Laws (the three of which collectively constitute the “**Vested Elements**”) shall control the overall development, use and occupancy of the Property, and all improvements and appurtenances in connection therewith, including, without limitation, the density and intensity of use , and all Mitigation Measures and Conditions required or imposed in connection with the Project Approvals in order to minimize or eliminate environmental impacts of the Project. The Project Approvals shall not expire so long as this Agreement remains effective.

3.2 Subsequent Projects. The City agrees that as long as Owner develops and occupies the Project in accordance with the terms of this Agreement, Owner's right to develop and occupy the Property shall not be diminished despite the impact of future development in the City on public facilities, including, without limitation, City streets, water systems, sewer systems, utilities, traffic signals, sidewalks, curbs, gutters, parks and other City owned public facilities that may benefit the Property and other properties in the City.

3.3 Other Governmental Permits. Owner or City (whichever is appropriate) shall apply for such other permits and approvals from governmental or quasi-governmental agencies other than the City having jurisdiction over the Project (e.g. the California Department of Transportation) as may be required for the development of or provision of services to the Project; provided, however, the City shall not apply for any such permits or approvals without Owner's prior written approval. The City shall use its best efforts to promptly and diligently cooperate, at no cost to the City, with Owner in its endeavors to obtain such permits and approvals and, from time to time at the request of Owner, shall proceed with due diligence and in good faith to negotiate and/or enter into binding agreements with any such entity in order to assure the availability of such permits and approvals or services. All such applications, approvals, agreements, and permits shall be obtained at Owner's cost and expense, including payment of City staff time in accordance with standard practices, and Owner shall indemnify City for any liabilities imposed on City arising out of or resulting from such applications, permits, agreements and/or approvals. The indemnifications set forth in this Section 3.3 shall survive the termination or expiration of this Agreement. To the extent allowed by applicable Laws, Owner shall be a party or third party beneficiary to any such agreement between City and such agencies and shall be entitled to enforce the rights of Owner or the City thereunder and/or the duties and obligations of the parties thereto. Notwithstanding any provision in this Agreement, the design, construction and operation of the Crossing is not part of the Project and Owner shall bear no responsibility for paying for applications, approval, agreements, and permits for the Crossing, nor shall Owner indemnify the City for any liabilities imposed on City arising out of or resulting from applications, permits, agreements and/or approvals for the Crossing.

3.4 Vesting. The Parties acknowledge and agree that this Agreement vests Owner's rights to develop the Project in accordance with the terms of this Agreement, the Project Approvals and all plans and specifications upon which such Project Approvals are based (as the same may be modified from time to time in accordance with the terms of the Project Approvals), and the provisions of state law concerning development agreements.

3.5 Processing Fees. Notwithstanding any other provision of this Agreement, and notwithstanding the provisions of Section 3.1, at the time any Approvals are applied for, the City may charge Processing Fees to Owner for land use approvals, building permits, encroachment permits, subdivision maps, and other similar permits and

approvals which are in force and effect on a City Wide basis at the time Owner submits an application for those permits.

3.6 Additional Fees: Except as set forth in this Agreement and the Project Approvals, the City shall not impose any new or additional Fees not in existence as of October 1, 2017 or not applicable to the Project in accordance with the Existing City Laws, the Project Approvals and this Agreement, whether through the exercise of the police power, the taxing power, or any other means, other than those set forth in the Project Approvals, the Existing City Laws and this Agreement. In addition, except as set forth in this Agreement, the base or methodology for calculating all such Fees applicable to the construction and development of the Project shall remain the same as the base or methodology for calculating such Fees that is in effect as of October 1, 2017. Notwithstanding the foregoing, if as of October 1, 2017, the Existing City Laws under which the Fees applicable to the Project have been imposed provide for automatic increases in Fees based upon the consumer price index or other method, then the Project shall be subject to any such increases in such Fees resulting solely from the application of any such index or method in effect on October 1, 2017. Notwithstanding the foregoing, the following provisions shall apply:

3.6.1 If the City forms an assessment district including the Property, and the assessment district is City Wide or applied to all El Camino Real/Downtown Specific Plan properties and is not duplicative of or intended to fund any matter that is covered by any Fee payable by Owner, the Property may be legally assessed through such assessment district based on the benefit to the Property (or the methodology applicable to similarly situated properties), which assessment shall be consistent with the assessments of other properties in the district similarly situated. In no event, however, shall Owner's obligation to pay such assessment result in a cessation or postponement of development and occupancy of the Property or affect in any way Owner's development rights for the Project.

3.6.2 The City may charge Processing Fees to Owner for land use approvals, building permits, encroachment permits, subdivision maps, and other similar permits and approvals which are in force and effect on a City Wide basis or applicable to all El Camino Real/Downtown Specific Plan properties at the time Owner submits an application for those permits.

3.6.3 If the City exercises its taxing power in a manner which will not change any of the Conditions applicable to the Project, and so long as any new taxes or increased taxes are uniformly applied on a City Wide basis or applied uniformly to El Camino Real/Downtown Specific Plan properties, the Property may be so taxed, which tax shall be consistent with the taxation of other properties in the City similarly situated.

3.6.4 If the City enacts new impact fees that apply on a City Wide basis or are applied uniformly to El Camino Real/Downtown Specific Plan properties and which address matters that are not identified or addressed by the mitigation measures, Conditions on the Project, community benefits, or required on- or off-site improvements, then the Project

shall be subject to any such impact fees as of the effective date of the City ordinance. For purposes of this Section, the parties agree that any impact fees addressing transportation including railroad crossings, housing, open and publicly accessible spaces, utilities including energy and water, and any impacts identified and mitigated in the Environmental Impact Report for the project, constitute impact areas that are addressed by the Project and the Project Approvals, and that any new impact fees related to these impact areas shall not apply to the Project. This list is not intended to be exhaustive, but to illustrate some of the areas in which new impact fee programs would not apply to the project.

3.7 Effect of Agreement. This Agreement, the Project Approvals and all plans and specifications upon which such Project Approvals are based (as the same may be modified from time to time in accordance with the terms of the Project Approvals), shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full.

3.8 Review and Processing of Approvals. The City shall accept, review and shall use its best efforts to expeditiously process Owner's applications and requests for Approvals in connection with the Project in good faith and in a manner which complies with and is consistent with the Project Approvals and this Agreement. The City shall approve any application or request for an Approval which complies and is consistent with the Project Approvals. Owner shall provide the City with the Processing Fees, applications, documents, plans, materials and other information necessary for the City to carry out its review and processing obligations. Owner shall submit all applications and requests for Approvals in the manner required under the procedures specified in the applicable City Laws in effect as of the time of such submittal. The Parties shall cooperate with each other and shall use diligent, good faith efforts to cause the expeditious review, processing, and issuance of the approvals and permits for the development and occupation of the Project in accordance with the Project Approvals.

#### 4. Specific Criteria Applicable to the Project.

4.1 Applicable Laws and Standards. Notwithstanding any change in any Existing City Law, including, but not limited to any change by means of ordinance, resolution, initiative, referendum, policy or moratorium, and except as otherwise expressly provided in this Agreement, the laws and policies applicable to the Property are and shall be as set forth in Existing City Laws (regardless of future changes in Existing City Laws by the City) and the Project Approvals. Owner shall also have the vested right to develop and occupy or to cause the Property to be developed and occupied in accordance with the Vested Elements; provided that the City may apply and enforce the California Building Standards Code as amended and adopted by the City (including the Mechanical Code, Electrical Code and Plumbing Code), the California Fire Code as amended and adopted by the City and/or the Menlo Park Fire Protection District, the California Energy Code, and the California Green Building Standards, all as amended by the City from time to time, as such codes may be in effect at the time Owner submits an application for a building permit for any aspect of the Project or Property. Without limiting the generality of the foregoing, except as otherwise expressly provided in this Agreement, during the

Term of this Agreement, the City shall not, without the prior written consent of Owner: (a) apply to the Project or Property any new or amended ordinance, resolution, rule, regulation, requirement or official policy that is inconsistent with any Existing City Laws or Approvals and that would have the effect of delaying, preventing, adversely affecting or imposing any new or additional condition with respect to the Project; or (b) apply to the Project or Property or any portion thereof any new or amended ordinance, resolution, rule, regulation, requirement or official policy that requires additional discretionary review or approval for the proposed development, use and/or occupancy of the Project. Nothing herein shall affect Owner's right to challenge any amendments to the aforementioned codes.

4.2 Application of New City Laws. Nothing herein shall prevent the City from applying to the Property new City Laws that are not inconsistent or in conflict with the Existing City Laws or the intent, purposes or any of the terms, standards or conditions of this Agreement, and which do not affect the Vested Elements or impose any new or additional Fees or other conditions on the Project or Property that are inconsistent with this Agreement or the intent of this Agreement. Any action or proceeding of the City that has any of the following effects on the Project or Property shall be considered in conflict with this Agreement and the Existing City Laws:

(a) Limiting or reducing the uses or mix or uses permitted on the Property or the density or intensity of use of the Property;

(b) Limiting grading or other improvements on the Property in a manner that is inconsistent with or more restrictive than the limitations included in the Project Approvals; or

(c) Applying to the Project or the Property any law, regulation, or rule restricting or affecting a use or activity otherwise allowed by the Project Approvals.

The above list of actions is not intended to be comprehensive, but is illustrative of the types of actions that would conflict with this Agreement and the Existing City Laws. Prior to the adoption of any new City Law, including without limitation any change in the City's affordable housing rules or policies, City shall, upon Owner's request, confer as to whether such new City Law would be considered in conflict with this Agreement and Existing City Laws.

4.3 Timing. Without limiting the foregoing, no moratorium or other limitation affecting the development and occupancy of the Project or the rate, timing or sequencing thereof shall apply to the Project.

4.4 Subsequent Environmental Review. The Parties acknowledge and agree that the EIR contains a thorough environmental analysis of the Project, and specifies the feasible Mitigation Measures available to eliminate or reduce to an acceptable level the environmental impacts of the Project. The Parties further acknowledge and agree that the EIR provides an adequate environmental analysis for

the City's decisions to authorize Owner to proceed with the Project as embodied in the Project Approvals and this Agreement and subsequent development of the Project during the Term of this Agreement. The Mitigation Measures imposed are appropriate for the implementation of proper planning goals and objectives and the formulation of Project conditions of approval. In view of the foregoing, the City agrees that the City will not require another or additional environmental impact report or environmental review for any subsequent Approvals implementing the Project to the extent that is consistent with the California Environmental Quality Act. Owner shall defend, indemnify and hold the City harmless from any costs or liabilities incurred by the City in connection with any litigation seeking to compel the City to perform additional environmental review of any subsequent Approvals.

4.5 Easements; Improvements. The City shall cooperate with Owner in connection with any arrangements for abandoning existing easements and facilities and the relocation thereof or creation of any new easements within the Property necessary or appropriate in connection with the development of the Project. If any such easement is owned by the City or an agency of the City, the City or such agency shall, at the request of Owner, take such action and execute such documents as may be reasonably necessary in order to abandon and relocate such easement(s) as necessary or appropriate in connection with the development of the Project in accordance with the Project Approvals. All on-site and off-site improvements required to be constructed by Owner pursuant to this Agreement, including those set forth in the Project Approvals, shall be constructed by Owner.

5. Funding for Crossing. Owner shall be obligated to pay the City fifty percent (50%) of the cost to construct the Crossing, up to a maximum of Five Million Dollars (\$5,000,000) ("**Crossing Payment**"). For purposes of this Section 5, "costs" shall include design, permitting, right-of-way acquisition, construction and other costs reasonably related to such construction. The Crossing Payment shall be made as a one-time lump sum payment within sixty (60) days of written demand by City supported by evidence of the cost of Crossing construction reasonably acceptable to Owner, once City has confirmation that: (i) it has obtained or has been awarded complete and full funding to construct all components of the Crossing; (ii) the City has completed and the City Council has approved the final design for the Crossing; (iii) the City has completed all steps necessary to achieve compliance with the California Environmental Quality Act to construct and operate the Crossing; and (iv) the City has obtained all necessary approvals, permits and property rights from other public agencies and private landowners to construct and operate the Crossing. Until the Crossing Payment is made, the maximum amount of the payment shall be adjusted annually by the Engineering News Record Construction Cost Index for the San Francisco Bay Area on June 30 of each year. If the Term expires without extension pursuant to Section 2.2, Owner shall be relieved of the obligation to make the Crossing Payment. In no event shall the Crossing Payment exceed the unfunded portion of the costs of the Crossing. "Unfunded" shall mean the portion of the cost not funded by grants and/or payments from third parties. If, after collecting the Crossing Payment from Owner, City decides not to construct the Crossing, City shall refund the full Crossing Payment to Owner.

6. Education Foundation Payments. To support the Menlo Park City School District, Owner agrees to pay the Menlo Park Atherton Education Foundation an initial lump sum payment of One Million Five Hundred thousand dollars (\$1,500,000) to be placed in an endowment fund for support of the District. The initial lump sum payment shall be due and payable one (1) year after issuance of the last building permit for the residential and office buildings to be constructed as part of the Project. In addition, Owner agrees to pay the Menlo Park Atherton Education Foundation a second lump sum payment for the same endowment fund of up to One Million dollars (\$1,000,000) of any savings by Owner in its contribution to the cost of the Crossing to be determined as follows: (a) the second lump sum payment shall be due and payable to the Education Foundation within sixty (60) days of completion of construction of the Crossing; (b) the amount of the second lump sum payment shall be equal to the difference between the maximum amount of the Crossing Payment described in Section 5 of this Agreement (Five Million dollars [\$5,000,000] as adjusted annually by the Engineering News Record Construction Cost Index) and any lesser amount demanded by the City for Owner's contribution to the Crossing pursuant to Section 5 of this Agreement, so long as the resulting second lump sum payment does not exceed One Million dollars (\$1,000,000). For example, if application of the Construction Cost Index results in a maximum Crossing Payment of Five Million Two Hundred Thousand dollars (\$5,200,000) and, based on the City's demand, Owner's actual 50% share of the crossing is Four Million Five Hundred Thousand dollars (\$4,500,000), the amount of the second lump sum payment to the Education Foundation would be Seven Hundred Thousand dollars (\$700,000). If application of the Construction Cost Index results in a maximum Crossing Payment of Five Million Two Hundred Thousand dollars (\$5,200,000) and, based on the City's demand, Owner's actual 50% share of the crossing is Four Million dollars (\$4,000,000), the amount of the second lump sum payment to the Education Foundation would be One Million dollars (\$1,000,000) because the One Million Two Hundred Thousand dollar (\$1,200,000) difference would be capped at a payment of One Million dollars (\$1,000,000). In no event would the combined total of the Crossing Payment demanded by the City pursuant to Section 5 of this Agreement and the second lump sum payment to the Education Foundation exceed Five Million Dollars (\$5,000,000) as adjusted annually by the Engineering News Record Construction Cost Index.

7. Affordable Housing. Concurrently with the recordation of this Agreement, Owner and City shall execute and record an Affordable Housing Agreement ("**Affordable Housing Agreement**") in the form attached as Exhibit C, which shall provide, among other things, for the provision of a total of ten (10) units in the Project to be occupied exclusively by, and rented to, Low Income Households ("Low Income Units"). Owner further acknowledges, under Civil Code Sections 1954.52(b) and 1954.53(a)(2), that it has agreed to limit rents in the Low Income Units in consideration for the City's agreements to enter into a Development Agreement for the Project and for the City's



approval of this Agreement, as described in the BMR Housing Agreement. Owner hereby agrees that any Low Income Units provided pursuant to this Agreement are not subject to Civil Code Section 1954.52(a) or any other provision of the Costa-Hawkins Act inconsistent with controls on rents, and further agrees that any limitations on rents imposed on the Affordable Units are in conformance with the Costa-Hawkins Act.

8. Privately Owned and Operated Publicly Accessible Open Space: The Project includes a privately owned and operated publicly accessible plaza at Middle Avenue. Prior to issuance of a City permit allowing occupancy of office, retail, or residential space in the Project, the Parties shall enter into and record a public use agreement in substantially the same form as the agreement attached to this Agreement as Exhibit D (the "**Public Use Agreement**"). The Public Use Agreement may be amended from time to time by mutual agreement of the City and the Owner, and any amendment to the Public Use Agreement shall automatically be deemed to be incorporated into this Agreement without any further requirement to amend this Agreement.

9. Indemnity. Owner shall indemnify, defend and hold harmless City, and its elective and appointive boards, commissions, officers, agents, contractors, and employees (collectively, "**City Indemnified Parties**") from any and all claims, causes of action, damages, costs or expenses (including reasonable attorneys' fees) arising out of or in connection with, or caused on account of, any work to construct the Project, or litigation challenging any Approval with respect thereto (collectively, "**Owner Claims**"); provided, however, that Owner shall have no liability under this Section 8 for Owner Claims arising from the sole negligence or willful misconduct of any City Indemnified Party, or for Claims arising from, or that are alleged to arise from, the repair or maintenance by the City of any improvements that have been offered for dedication by Owner and accepted by the City.

10. Periodic Review for Compliance.

10.1 Annual Review. The City shall, at least every twelve (12) months during the Term of this Agreement, review the extent of Owner's good faith compliance with the terms of this Agreement pursuant to Government Code § 65865.1 and Resolution No. 4159. Notice of such annual review shall be provided by the City's Community Development Director to Owner not less than thirty (30) days prior to the date of the hearing by the Planning Commission on Owner's good faith compliance with this Agreement and shall to the extent required by law include the statement that any review may result in amendment or termination of this Agreement. Owner shall demonstrate good faith compliance with this Agreement. At the conclusion of the review, the Planning Commission shall determine on the basis of substantial evidence whether the Owner has complied in good faith with the terms and conditions of this Agreement. The decision of the Planning Commission may be appealed to the City Council within ten (10) days of its decision. A finding by the Planning Commission or City Council, as applicable, of good faith compliance with the terms of this Agreement shall conclusively determine the issue up to and including the date of such review.

10.2 Non-Compliance. If the Planning Commission (if its finding is not appealed) or City Council finds that Owner has not complied in good faith with the terms and conditions of this Agreement, the City shall provide written notice to Owner describing: (a) such failure and that such failure constitutes a Default; (b) the actions, if any, required by Owner to cure such Default; and (c) the time period within which such Default must be cured. If the Default can be cured, Owner shall have a minimum of thirty (30) days after the date of such notice to cure such Default, or in the event that such Default cannot be cured within such thirty (30) day period, if Owner commences within such thirty (30) day time period the actions necessary to cure such Default and diligently proceeds to complete such actions necessary to cure such Default, Owner shall have such additional time period as may be required by Owner within which to cure such Default.

10.3 Failure to Cure Default. If Owner fails to cure a Default within the time periods set forth above, the City Council may amend or terminate this Agreement as provided below.

10.4 Proceeding Upon Amendment or Termination. If, upon a finding under Section 10.2 of this Agreement and the expiration of the cure period specified in such Section 10.2 without the Owner having cured a Default, the City determines to proceed with amendment or termination of this Agreement, the City shall give written notice to Owner of its intention so to do. The notice shall be given at least thirty (30) days before the scheduled hearing and shall contain:

- (a) The time and place of the hearing;
- (b) A statement that the City proposes to terminate or to amend this Agreement; and
- (c) Such other information as is reasonably necessary to inform Owner of the nature of the proceeding.

10.5 Hearings on Amendment or Termination. At the time and place set for the hearing on amendment or termination, Owner shall be given an opportunity to be heard, and Owner shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that Owner has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement or, with Owner's agreement to amend rather than terminate, amend this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City. The decision of the City Council shall be final, subject to judicial review pursuant to Section 1094.5 of the California Code of Civil Procedure.

10.6 Effect on Transferees. If Owner has transferred a partial interest in the Property to another party so that title to the Property is held by Owner and additional parties or different parties, the City shall conduct one annual review applicable to all

parties with a partial interest in the Property and the entirety of the Property. If the City Council terminates or amends this Agreement based upon any such annual review and the determination that any party with a partial interest in the Property has not complied in good faith with the terms and conditions of this Agreement, such action shall be effective as to all parties with a partial interest in the Property and to the entirety of the Property.

11. Permitted Delays; Subsequent Laws.

11.1 Extension of Times of Performance. In addition to any specific provisions of this Agreement, the performance by any Party of its obligations under this Agreement shall not be deemed to be in Default, and the time for performance of such obligation shall be extended; where delays or failures to perform are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fire, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, restrictions imposed by governmental or quasi-governmental entities other than the City, unusually severe weather, acts of another Party, acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the City shall not excuse the City's performance) or any other causes beyond the reasonable control, or without the fault, of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause of the delay. If a delay occurs, the Party asserting the delay shall use reasonable efforts to notify promptly the other Parties of the delay. If, however, notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the cause of the delay, the period shall commence to run as of only thirty (30) days prior to the giving of such notice. The time period for performance under this Agreement may also be extended in writing by the joint agreement of the City and Owner. Litigation attacking the validity of the EIR, this Agreement, the Project Approvals, future Approvals and/or the Project shall also be deemed to create an excusable delay under this Section 11.1, but only to the extent such litigation causes a delay and the Party asserting the delay complies with the notice and other provisions regarding delay set forth hereinabove. Notwithstanding this Section 11.1, in no event shall the Term (or any extended term) of this Agreement as set forth in Section 2.2 be extended by any such delay without approval of the City Council and the mutual written agreement of the City and Owner.

11.2 Superseded by Subsequent Laws. If any Law made or enacted after the date of this Agreement prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the Parties shall meet and confer reasonably and in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. If such modification or suspension is infeasible in Owner's reasonable business judgment, then Owner shall have the right to terminate this Agreement by written notice to the City. Owner shall also have the right to challenge the new Law preventing

compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect. Notwithstanding the preceding, nothing herein shall permit the City to enact Laws that conflict with the terms of this Agreement.

12. Termination.

12.1 City's Right to Terminate. The City shall have the right to terminate this Agreement only under the following circumstances: The City Council has determined that Owner is not in good faith compliance with the terms of this Agreement, and this Default remains uncured, all as set forth in Section 9 of this Agreement.

12.2 Owner's Right to Terminate. Owner shall have the right to terminate this Agreement only if both of the following occur:

(a) In the notice to the City terminating this Agreement, Owner requests City in writing to rescind the Project Approvals; and

(b) One of the following has occurred:

(1) Owner has determined that the City is in Default, has given the City notice of such Default and the City has not cured such Default within thirty (30) days following receipt of such notice, or if the Default cannot reasonably be cured within such thirty (30) day period, the City has not commenced to cure such Default within thirty (30) days following receipt of such notice and is not diligently proceeding to cure such Default; or

(2) Owner is unable to complete the Project because of supersedure by a subsequent Law or court action, as set forth in Sections 11.2 and 16 of this Agreement; or

(3) Owner determines in its business judgment that it does not desire to proceed with the construction of the Project.

12.3 Mutual Agreement. This Agreement may be terminated upon the mutual written agreement of the Parties.

12.4 Effect of Termination. If this Agreement is terminated pursuant to this Section 11, such termination shall not affect any condition or obligation due to the City from Owner prior to the date of termination.

12.5 Recordation of Termination. In the event of a termination, the City and Owner agree to cooperate with each other in executing and acknowledging a Memorandum of Termination to record in the Official Records of San Mateo County within thirty (30) days following the effective date of such termination.

13. Remedies.

13.1 No Damages. City and Owner acknowledge that the purpose of this Agreement is to carry out the Parties' objectives as set forth in the recitals. City and Owner agree that to determine a sum of money which would adequately compensate either Party for choices they have made which would be foreclosed should the Property not be developed as contemplated by this Agreement is not possible and that damages would not be an adequate remedy. Therefore, City and Owner agree that in no event shall a Party, or its boards, commissions, officers, agents, or employees, be liable in damages for an Default under this Agreement. This exclusion on damages shall not preclude actions by a Party to enforce payments of monies or fees due or the performance of obligations requiring the expenditures of money under the terms of this Agreement.

13.2 Remedies Cumulative. In the event of a breach of this Agreement, the only remedies available to the non-breaching Party shall be: (a) suit for specific performance to remedy a specific breach; (b) suits for declaratory or injunctive relief; (c) suit for mandamus under Code of Civil Procedure Section 1085, or special writ; and (d) termination or cancellation of this Agreement. While Owner is in Default under this Agreement, City shall not be obligated to issue any permit or grant any Approval until Owner cures the Default. All of these remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy.

13.3 Parties' Agreement. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party. The provisions of this Section 12 shall survive and remain in effect following the expiration of the Term or termination or cancellation of this Agreement.

14. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default. No express written waiver of any Default shall affect any other Default, or cover any other period of time, other than any Default and/or period of time specified in such express waiver.

15. Attorneys' Fees. If a Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against another Party by reason of a Default, or otherwise to enforce rights or obligations arising out of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party its costs and expenses of such action or proceeding, including reasonable attorneys' fees and costs, and costs of such action or proceeding, which shall be payable whether such action or proceeding is prosecuted to judgment. "**Prevailing Party**" within the meaning of this Section 14 shall include, without limitation, a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of the covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

16. Limitations on Actions. The City and Owner hereby renounce the existence of any third party beneficiary of this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status. If any action or proceeding is instituted by any third party challenging the validity of any provisions of this Agreement, or any action or decision taken or made hereunder, the Parties shall cooperate in defending such action or proceeding.

17. Owner's Right of Termination; Indemnity. If any court action or proceeding is brought by any third party to challenge the EIR, the Project Approvals and/or the Project, or any portion thereof, and without regard to whether Owner is a party to or real party in interest in such action or proceeding, or this Agreement is the subject of a referendum petition submitted to the City, then Owner shall have the right to terminate this Agreement upon thirty (30) days' notice in writing to City, given at any time during the pendency of such action, proceeding, or referendum, or within ninety (90) days after the final determination therein (including any appeals), irrespective of the nature of such final determination, provided that in the notice to the City, Owner requests City in writing to rescind the Project Approvals. If Owner elects not to terminate this Agreement, any such action, proceeding, or referendum shall constitute a permitted delay under Section 11.1 of this Agreement and Owner shall pay the City's cost and expense, including attorneys' fees and staff time incurred by the City in defending any such action or participating in the defense of such action, including any court action or proceeding involving a referendum petition regarding this Agreement, and shall indemnify the City from any award of attorneys' fees awarded to the party challenging this Agreement, the Project Approvals or any other permit or Approval or attorneys' fees awarded to a third party related to a referendum petition. The defense and indemnity provisions of this Section 16 shall survive Owner's election to terminate this Agreement. Notwithstanding anything to the contrary herein, Owner shall retain the right to terminate this Agreement pursuant to this Section 16 even after: (a) it has vacated the Property; and (b) its other rights and obligations under this Agreement have terminated.

18. Estoppel Certificate. Any Party may, at any time, and from time to time, deliver written notice to the other Party requesting such other Party certify in writing, to the knowledge of the certifying Party: (a) that this Agreement is in full force and effect and a binding obligation of the Parties; (b) that this Agreement has not been amended or

modified either orally or in writing, and if so amended, identifying the amendments; (c) that the requesting Party is not in Default in the performance of its obligations under this Agreement, or if the requesting Party is in Default, the nature and amount of any such Defaults; (d) that the requesting Party has been found to be in compliance with this Agreement, and the date of the last determination of such compliance; and (e) as to such other matters concerning this Agreement as the requesting Party shall reasonably request. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. The City Manager shall have the right to execute any certificate requested by Owner hereunder. The City acknowledges that a certificate may be relied upon by transferees and Mortgagees.

19. Mortgagee Protection; Certain Rights of Cure.

19.1 Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, after the date of recordation of this Agreement in the San Mateo County, California Official Records, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage, and subject to Section 18 of this Agreement, all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person (including any Mortgagee) who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise, and the benefits hereof will inure to the benefit of such party.

19.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 19.1 above, no Mortgagee or other purchaser in foreclosure or grantee under a deed in lieu of foreclosure, and no transferee of such Mortgagee, purchaser or grantee shall: (a) have any obligation or duty under this Agreement to construct, or to complete the construction of, improvements, to guarantee such construction or completion or to perform any other monetary or nonmonetary obligations of Owner under this Agreement; and (b) be liable for any Default of Owner under this Agreement; provided, however, that a Mortgagee or any such purchaser, grantee or transferee shall not be entitled to use the Property in the manner permitted by this Agreement and the Project Approvals unless it complies with the terms and provisions of this Agreement applicable to Owner.

19.3 Notice of Default to Mortgagee; Right of Mortgagee to Cure. If the City receives notice from a Mortgagee requesting a copy of any notice of Default given Owner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Owner, any notice of a Default or determination of noncompliance given to Owner. Each Mortgagee shall have the right (but not the obligation) for a period of ninety (90) days after the receipt of such notice from City to cure or remedy, or to commence to cure or remedy, the Default claimed or the areas of noncompliance set forth in the City's notice. If the Default or such noncompliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession of the Property, or any portion thereof, such Mortgagee may seek to obtain possession with diligence and continuity through a receiver, by foreclosure or otherwise, and may thereafter remedy or cure the Default or noncompliance within ninety (90) days

after obtaining possession of the Property or such portion thereof. If any such Default or noncompliance cannot, with reasonable diligence, be remedied or cured within the applicable ninety (90) day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such Default or noncompliance if such Mortgagee commences a cure during the applicable ninety (90) day period, and thereafter diligently pursues such cure to completion.

20. Assignment, Transfer, Financing.

20.1 Owner's Right to Assign. Subject to the terms of this Agreement, Owner shall have the right to transfer, sell and/or assign Owner's rights and obligations under this Agreement in conjunction with the transfer, sale or assignment of all or a partial interest in the Property. If the transferred interest consists of less than Owner's entire Property, or less than Owner's entire title to or interest in the Property, Owner shall have the right to transfer, sell, and/or assign to the transferee only those of Owner's rights and obligations under this Agreement that are allocable or attributable to the transferred property. Any transferee shall assume in writing the obligations of Owner under this Agreement and the Project Approvals relating to the transferred property and arising or accruing from and after the effective date of such transfer, sale or assignment. Owner shall notify City within ten (10) days of any such transfer, sale, or assignment.

20.2 Financing. Notwithstanding Section 20.1 of this Agreement, Mortgages, sales and lease-backs and/or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the development of the Property are permitted without the need for the lender to assume in writing the obligations of Owner under this Agreement and the Project Approvals. Further, no foreclosure, conveyance in lieu of foreclosure or other conveyance or transfer in satisfaction of indebtedness made in connection with any such financing shall require any further consent of the City, regardless of when such conveyance is made, and no such transferee will be required to assume any obligations of Owner under this Agreement.

20.3 Release upon Transfer of Property. Upon Owner's sale, transfer and/or assignment of all of Owner's rights and obligations under this Agreement in accordance with this Section 19, Owner shall be released from Owner's obligations pursuant to this Agreement which arise or accrue subsequent to the effective date of the transfer, sale and/or assignment, provided that Owner has provided notice to the City as required by Section 19.1.

21. Covenants Run with the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall constitute covenants that shall run with the land comprising the Property, and the burdens and benefits of this Agreement shall be binding upon, and shall inure to the benefit of, each of the Parties and their respective heirs, successors, assignees, devisees, administrators, representatives and lessees, except as otherwise expressly provided in this Agreement.



22. Amendment.

22.1 Amendment or Cancellation. Except as otherwise provided in this Agreement, this Agreement may be cancelled, modified or amended only by mutual consent of the Parties in writing, and then only in the manner provided for in Government Code Section 65868 and Article 7 of Resolution No. 4159. Any amendment to this Agreement which does not relate to the Term of this Agreement, the Vested Elements or the Conditions relating to the Project shall require the giving of notice pursuant to Government Code Section 65867, as specified by Section 65868 thereof, but shall not require a public hearing before the Parties may make such amendment.

22.2 Recordation. Any amendment, termination or cancellation of this Agreement shall be recorded by the City Clerk not later than ten (10) days after the effective date thereof or of the action effecting such amendment, termination or cancellation; provided, however, a failure of the City Clerk to record such amendment, termination or cancellation shall not affect the validity of such matter.

23. Notices. Any notice shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail, express mail, return receipt requested, with postage prepaid, or by overnight courier to the Party's mailing address. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City: City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025  
Attention: City Manager

With a City of Menlo Park  
copy to: 701 Laurel Street  
Menlo Park, CA 94025  
Attention: City Attorney

Owner: Stanford University  
Vice President, Land Buildings and Real Estate  
3160 Porter Drive, Suite 200  
Palo Alto, CA 94304  
Attention: Robert Reidy

With a            Stanford University  
copy to:        Vice President and General Counsel  
                    P.O. Box 20386  
                    Stanford, CA 94305  
                    Attention: Debra Zumwalt

A Party may change its mailing address at any time by giving to the other Party ten (10) days' notice of such change in the manner provided for in this Section 22. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected, or if mailed, on the delivery date or attempted delivery date shown on the return receipt.

24. Miscellaneous.

24.1 Negation of Partnership. The Parties specifically acknowledge that the Project is a private development, that no Party is acting as the agent of the other in any respect hereunder and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Owner, the affairs of the City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

24.2 Consents. Unless otherwise provided herein, whenever approval, consent or satisfaction (herein collectively referred to as an "approval") is required of a Party pursuant to this Agreement, such approval shall not be unreasonably withheld or delayed. If a Party shall not approve, the reasons therefor shall be stated in reasonable detail in writing. The approval by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests.

24.3 Approvals Independent. All Approvals which may be granted pursuant to this Agreement, and all Approvals or other land use approvals which have been or may be issued or granted by the City with respect to the Property, constitute independent actions and approvals by the City. If any provisions of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if the City terminates this Agreement for any reason, such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any Approvals or other land use approvals.

24.4 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly

inequitable under all the circumstances or would frustrate the purposes of this Agreement. Notwithstanding the preceding, this Section 23.4 is subject to the terms of Section 11.2.

24.5 Exhibits. The Exhibits referred to herein are deemed incorporated into this Agreement in their entirety.

24.6 Entire Agreement. This written Agreement and the Project Approvals contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement and the Project Approvals, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement.

24.7 Construction of Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the Parties. The captions preceding the text of each Section and Subsection are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. All references to "person" shall include, without limitation, any and all corporations, partnerships, limited liability companies or other legal entities.

24.8 Further Assurances; Covenant to Sign Documents. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

24.9 Governing Law. This Agreement, and the rights and obligations of the Parties, shall be governed by and interpreted in accordance with the laws of the State of California. Venue shall be San Mateo County Superior Court.

24.10 Construction. This Agreement has been reviewed and revised by legal counsel for Owner and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

24.11 Time. Time is of the essence of this Agreement and of each and every term and condition hereof. In particular, City agrees to act in a timely fashion in accepting, processing, checking and approving all maps, documents, plans, permit applications and any other matters requiring City's review or approval relating to the Project or Property.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all of which when taken together shall constitute but one Agreement.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**CITY:**

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

By: \_\_\_\_\_  
Kirsten Keith, Mayor

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

**ATTEST:**

\_\_\_\_\_  
City Clerk

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

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

**OWNER:**

BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

By: \_\_\_\_\_  
Robert C. Reidy  
Its: Vice President Land, Buildings & Real Estate

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

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.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF SAN MATEO                )

On \_\_\_\_\_, 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 capacity(ies), 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.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

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.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF SAN MATEO                )

On \_\_\_\_\_, 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 capacity(ies), 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.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

**EXHIBIT A**

**SITE PLAN OF PROPERTY**



**EXHIBIT B**

**LEGAL DESCRIPTION OF PROPERTY**

**EXHIBIT C**

**BMR HOUSING AGREEMENT**

**Note: BMR Agreement is included separately as part of Attachment E of the 9/26/2017 City Council staff report. These pages are not duplicated here, but BMR Agreement will be part of signed/recorded DA, if it is adopted by the City Council.**

**EXHIBIT D**

**PUBLIC USE AGREEMENT**

This document is recorded for the benefit of the City of Menlo Park and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Menlo Park  
Attn: City Clerk  
701 Laurel Street  
Menlo Park, CA 94025

---

Space above this line for Recorder's Use Only

**PUBLIC USE AGREEMENT**

**MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT**

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**Exhibits:**

- Exhibit A: Legal Description of the Property
- Exhibit B: Site Plan of Project Showing Plaza

## **PUBLIC USE AGREEMENT**

THIS PUBLIC USE AGREEMENT (the “**Agreement**”) is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF MENLO PARK**, a California municipal corporation (“**City**”), and **THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY**, a body having corporate powers under the laws of the State of California (“**Owner**”) (individually a “**Party**” and collectively the “**Parties**”), with reference to the following facts:

### **RECITALS**

A. Owner is the fee owner of those certain parcels of real property having current addresses at 300-550 El Camino Real in the City of Menlo Park, California (“**Property**”) as more particularly described in Exhibit A attached hereto.

B. The Parties have entered into a Development Agreement (“**Development Agreement**”), effective \_\_\_\_\_ and recorded on \_\_\_\_\_ in the Official Records of San Mateo County as Instrument No. \_\_\_\_\_, to facilitate development of the Property subject to certain terms and conditions. Owner intends to demolish all existing structures on the Property and to construct the Project on the Property, as defined in the Development Agreement (the “**Project**”). All capitalized terms not otherwise defined in this Agreement have the meaning ascribed to them in the Development Agreement.

C. As a material consideration for the long term assurances, vested rights, and other City obligations provided by the Development Agreement and as a material inducement to City to enter into the Development Agreement, Owner offered and agreed to provide certain public benefits to the City as specified in the Development Agreement.

D. Section 8 of the Development Agreement specifies that the Project will incorporate a privately owned and operated, publicly-accessible “**Plaza**” at Middle Avenue as shown on Exhibit B attached hereto that shall be open to the public consistent with this Agreement. Through this Agreement, the Parties desire to memorialize the terms under which Owner will make the Plaza available for public use.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Owner agree as follows:

### **AGREEMENT**

The introductory paragraph and the Recitals are hereby incorporated into this Agreement as if hereinafter fully and completely rewritten.

## **ARTICLE 1 CONSTRUCTION OF PLAZA**

Construction of the Plaza shall be completed substantially in conformance with the Project Approvals and all other state and local building codes, development standards, and

ordinances, as they are made applicable to the Project by the Development Agreement, prior to City sign off of the building permit allowing occupancy of any residential unit in the Project.

## **ARTICLE 2 PUBLIC USE OF PLAZA**

### **2.1 Public Use of Plaza.**

2.1.1 Subject to the restrictions identified in this Agreement, Owner hereby agrees to permit members of the public to use the Plaza for the purposes identified in Section 2.1.2, below, and to enter the Property for such purposes seven days a week from 6:00 a.m. to Midnight. Plaza hours may be extended at Owner's sole discretion to coincide with the hours of operation for tenants of the Project's commercial spaces. Owner reserves the right to temporarily close the Plaza due to construction, maintenance, or other improvement work or, at Owner's reasonable discretion, due to safety concerns or the disruptive behavior of Plaza users. Closures longer than five (5) consecutive days shall be subject to written City approval, which shall not be unreasonably withheld. If City fails to respond to any such request within ten (10) business days of its receipt, such temporary closure shall be deemed approved.

2.1.2 Permissible public uses of the Plaza include access and passive and community-centered outdoor activities. Passive activities may include, but are not limited to, the use and enjoyment of public seating, an interactive fountain, game areas, and retail carts and sales areas authorized by Owner. Passive use includes small informal gatherings. Community-centered activities may include, but are not limited to, art, music, dance, drama, comedy, pet, and bike safety events and shows; seasonal festivities/holiday celebrations; community workshops; and fitness activities, including, but not limited to tai chi, yoga and boot camp

2.1.3 Members of the public utilizing the Plaza shall comply with all applicable federal, state, county and local laws, rules, and regulations and all reasonable rules and regulations for use of the Plaza adopted by Owner in consultation with City under Section 2.1.4 below.

2.1.4 Public use of the Plaza is conditioned on compliance with rules and regulations adopted as provided in this Section 2.1.4. At least ninety (90) days prior to the public's first use of the Plaza, the Parties shall meet and confer to approve written, detailed rules and regulations for use of the Plaza by the public. If City and Owner do not agree on the rules and regulations for use of the Plaza, Owner shall have the final authority to adopt reasonable rules and lawful rules and regulations, so long as those rules and regulations do not discriminate between members of the public, and residents or tenants and do not defeat the purpose and intent of the public space as described in the Specific Plan. Either Party subsequently may propose amendments to the adopted rules and regulations, subject to Owner's final authority to adopt reasonable, lawful rules and regulations. The Parties hereby agree that Owner shall have the right to take all appropriate action and impose such rules and regulations as are reasonable and lawful, including requiring prior approval by Owner, to ensure that activities in the Plaza proposed by members of the public do not conflict with the daily operation of the Project and have secured any required governmental permits.

2.1.5 Owner reserves the right to exclude members of the public from any portion or portions of the Plaza that a tenant or tenants of commercial spaces within the Project leases for outdoor food service, dining, alcoholic beverage service, entertainment, retail sales, or any other outdoor use that may facilitate successful operation of the commercial portion of the Project. Areas within the Plaza affected by this provision are subject to change as tenant desires, needs, and interests change.

2.1.6 Owner reserves the right to undertake any and all additional activities that are not inconsistent with, and that do not unreasonably interfere with, the public use of the Plaza granted by this Agreement, including, but not limited to, operating and maintaining the Plaza and improvements within it; placing improvements and barriers within the Plaza to enhance the Plaza's function and security; using the Plaza for pedestrian routes crossing the Plaza; engaging in tree planting; and accessing utilities.

## 2.2 Maintenance.

Owner shall be responsible for the maintenance, repair and replacement, at its sole cost, of the Plaza and all improvements located thereon, which Owner shall keep in a good, safe and usable condition, in good repair, and in compliance with all applicable federal, state, county, and local laws. Members of the public may be required to remove litter and other objects brought onto the Property. Owner may also require specific members of the public who are known to have caused damage to reimburse Owner for the actual cost of repairing damage done to the Plaza caused by use of the Property, excluding damage attributed to ordinary wear and tear.

## **ARTICLE 3 AMENDMENT OR TERMINATION OF AGREEMENT**

### 3.1 Amendment or Termination.

The Parties may mutually agree to amend or terminate this Agreement in whole or in part. As provided in Section 8 of the Development Agreement, any amendment to this Agreement shall automatically be deemed to be incorporated into the Development Agreement. This Agreement shall survive the termination or cancellation of the Development Agreement.

### 3.2 Requirement for a Writing: Amendments.

No amendment to or termination of this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing that refers expressly to this Agreement and is signed by duly authorized representatives of the Parties. Where this Agreement requires an approval or consent of the City, such approval may be given on behalf of the City by the City Manager or his or her designee. The City Manager or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement and approval of amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the City.



**ARTICLE 4  
DEFAULT AND REMEDIES**

4.1 Default.

A Party's violation of any material term of this Agreement or failure by any Party to perform any material obligation of this Agreement shall constitute a default ("**Default**"), if the violation continues for a period of thirty (30) days after written notice thereof has been provided to the defaulting Party without the defaulting Party curing such breach, or if such breach cannot reasonably be cured within such thirty (30) day period, commencing the cure of such breach within such thirty (30) day period and thereafter diligently proceeding to cure such breach within ninety (90) days, unless a longer period is granted by the City. A Default under this Agreement shall be a Default under the Development Agreement.

4.2 Remedies for Default; Notice and Procedure.

The remedies for Default under this Agreement shall be limited to those contained in Section 13 of the Development Agreement.

4.3 No Waiver.

Any failures or delays by a Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies. Delays by a Party in asserting any of its rights and remedies, irrespective of the length of the delay, shall not deprive the Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies, nor constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default.

**ARTICLE 5  
ESTOPPEL CERTIFICATE**

Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party: (a) this Agreement is in full force and effect and is a binding obligation of the Parties; (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications; and (c) the requesting Party is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe the nature of any Defaults. The Party receiving a request under this Article 5 shall execute and return the certificate within thirty (30) days following receipt of the request. The City Manager shall be authorized to execute any certificate requested by Owner.

**ARTICLE 6**  
**AGREEMENT RUNNING WITH THE LAND**

The City and Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall apply to and bind Owner and its heirs, executors, administrators, successors, transferees, and assignees having or acquiring any right, title or interest in or to any part of the Property and shall run with and burden the Property. Until all or portions of the Property are expressly released from the burdens of this Agreement, each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument. In the event of foreclosure or transfer by deed-in-lieu of all or any portion of the Property, title to all or any portion of the Property shall be taken subject to this Agreement. Owner acknowledges that compliance with this Agreement is a land use requirement and a requirement of the Development Agreement, and that no event of foreclosure or trustee's sale may remove these requirements from the Property. Whenever the term "Owner" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

**ARTICLE 7**  
**NOTICES**

Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, or by personal delivery, addressed to the appropriate Party as follows:

Owner:                   Stanford University  
                              Vice President, Land, Buildings & Real Estate  
                              3160 Porter Drive, Suite 200  
                              Palo Alto, CA 94304  
                              Attention: Robert C. Reidy

With a copy to:

Stanford University  
Vice President and General Counsel  
P.O. Box 20386  
Stanford, CA 94305  
Attention: Debra Zumwalt

City:                     City of Menlo Park  
                              701 Laurel Street  
                              Menlo Park, California 94025-3483  
                              Attention: City Manager

With a copy to:

City of Menlo Park

701 Laurel Street  
Menlo Park, California 94025-3483  
Attention: City Attorney

Such addresses may be changed by notice to the other Party given in the same manner as provided above.

## **ARTICLE 8 MISCELLANEOUS**

### 8.1 Partial Invalidity.

If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

### 8.2 Applicable Law/Venue.

This Agreement and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto. The venue for any action shall be the County of San Mateo.

### 8.3 Further Assurances.

Each Party covenants, on behalf of itself and its successors, heirs, and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

### 8.4 Nondiscrimination.

Owner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, or national origin in the use of the Plaza in furtherance of this Agreement. The foregoing covenant shall run with the land.

### 8.5 Headings.

Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.

### 8.6 Agreement is Entire Understanding.

This Agreement is executed in one original, which constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Agreement.

8.7 Interpretation.

Each Party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither Party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

8.8 Intended Beneficiaries.

The City is the intended beneficiary of this Agreement, and shall have the sole and exclusive power to enforce this Agreement. It is intended that the City may enforce this Agreement to implement the provisions of the Development Agreement. No other person or persons, other than the City and Owner and their assigns and successors, shall have any right of action hereon.

8.9 Recordation of Termination.

Upon termination of this Agreement, a written statement acknowledging such termination shall be executed by Owner and City and shall be recorded by City in the Official Records of San Mateo County, California.

8.10 Signature Pages; Execution in Counterparts.

For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages in counterparts which, when attached to this Agreement, shall constitute this as one complete Agreement.

8.11 Not a Public Dedication.

Except as expressly provided herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of the Plaza or any other portion of the Property to the general public or for any public purpose whatsoever, it being the intention of the Parties that the Agreement shall be limited to and for the purposes herein expressed.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**OWNER:**

THE BOARD OF TRUSTEES OF THE  
LELAND STANFORD JUNIOR UNIVERSITY,  
a body having corporate powers under the laws of  
the State of California

By:

---

Robert C. Reidy, Vice President Land,  
Buildings & Real Estate

Date:

**CITY:**

CITY OF MENLO PARK,  
a California municipal corporation

By:

---

Alex D. McIntyre, City Manager

Date:

EXHIBIT A  
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B  
SITE PLAN OF PROJECT SHOWING PLAZA

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## STAFF REPORT

**City Council Meeting Date:** 10/10/2017  
**Staff Report Number:** 17-237-CC

**Consent Calendar:** Waive the reading and adopt ordinances rezoning and rezoning the property located at 2111-2121 Sand Hill Road

### Recommendation

Staff recommends that the City Council waive the full reading of and adopt an ordinance rezoning a 14.9-acre portion of a 15.8-acre parcel presently located in unincorporated San Mateo County to the R-1-S (Single Family Suburban Residential) and C-1-C (Administrative, Professional and Research, Restrictive) zoning districts, as well as an ordinance rezoning of the remaining portion of the parcel currently located in the R-1-S zoning district to the C-1-C zoning district, as outlined in Attachments A and B.

### Policy Issues

The recommended action is consistent with the City Council's actions and approvals on the 2111-2121 Sand Hill Road ("2131 Sand Hill Road") Project at its meeting of September 26, 2017 and would serve as the City Council's final action on the project, prior to review of the annexation by the San Mateo County Local Agency Formation Commission (LAFCO). A LAFCO public hearing for the project is tentatively scheduled for November 15, 2017.

### Background

At the September 26, 2017 City Council meeting, the Council took the following actions associated with the 2111-2121 Sand Hill Road ("2131 Sand Hill Road") Project:

1. Adopt a Resolution Adopting a Mitigated Negative Declaration and Adopting a Mitigation Monitoring and Reporting Program for the Properties Located at 2111 and 2121 Sand Hill Road
2. Introduce an Ordinance of the City of Menlo Park, Rezoning All That Certain Parcel of Land Being the Whole of the Parcel at 2111 and 2121 Sand Hill Road and Additional Land, Situated in the County of San Mateo, State of California
3. Introduce an Ordinance of the City of Menlo Park, Rezoning Property with Assessor's Parcel Numbers 074-331-210 and 074-321-110
4. Adopt a Resolution Amending the General Plan to Establish and Modify Land Use Designations for Properties Located at 2111 and 2121 Sand Hill Road
5. Adopt a Resolution of the City Council of the City of Menlo Park Approving Findings and Conditions for the Architectural Control, Use Permit, and Tentative Map for the 2111-2121 Sand Hill Road ("2131 Sand Hill Road") Project
6. Adopt a Resolution Making a Determination of Property Tax Exchange Pursuant to Provisions of Chapter 282, Section 59, Part .05, Implementation of Article XIII A of the California Constitution Commencing with Section 95, Division 1, of the Revenue and Taxation Code
7. Adopt a Resolution Approving a Below Market Rate Housing Agreement with Leland Stanford Junior University for the Project at 2111 and 2121 Sand Hill Road

8. Adopt a Resolution Approving Heritage Tree Removal Permits for the Properties Located at 2111 and 2121 Sand Hill Road

The resolutions became effective immediately with the Council's action.

### **Analysis**

In addition to the adopted resolutions related to the proposed construction of an office building on the site, the project includes an ordinance to prezone a 14.9-acre portion of a 15.8-acre parcel presently located in unincorporated San Mateo County to the R-1-S (Single Family Suburban Residential) and C-1-C (Administrative, Professional and Research, Restrictive) zoning districts. The project also includes an ordinance rezoning of the remaining portion of the parcel currently located in the R-1-S zoning district to the C-1-C zoning district. The City Council voted 4-1 to introduce the above mentioned ordinances at the September 26, 2017 meeting with no changes. Since an ordinance requires both a first and second reading, the proposed ordinances are before the City Council again for the second reading and adoption.

### **Impact on City Resources**

A property tax exchange agreement has been negotiated with San Mateo County, which would result in the City receiving 10.5 percent of the property taxes generated on the site each year. While 10.5 percent is slightly lower than the City-wide average across all areas (10.9 percent) and 1.1 percent lower than the adjacent incorporated properties (11.6), the County maintained in its negotiations that a lower share of property tax to the City is justified considering significant County expenses planned for traffic improvements on Alpine Road. Based on the current conditions on the project site, the City would receive slightly less than \$6,500 in property tax revenue annually in the near term. However, if the proposed office building is constructed on the annexed parcel, additional property tax revenue could be anticipated based on the value of the new development, as well as business license tax revenue, and potential sales tax revenue from new office workers spending in the area. For every \$1 million in assessed value added by construction, the City will receive an additional \$1,050 per year.

The project sponsor is required to pay Planning, Building and Public Works permit fees, based on the City's Master Fee Schedule, to fully cover the cost of staff time spent on the review of the project. In addition, the proposed development would be subject to payment of a Transportation Impact Fee (TIF). These required fees were established to account for projects' proportionate obligations.

### **Environmental Review**

On September 26, 2017, the City Council adopted a resolution that adopted a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) for the project.

### **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. Draft Ordinance Approving the Prezoning
- B. Draft Ordinance Approving the Rezoning

Report prepared by:  
Tom Smith, Associate Planner

Report reviewed by:  
Mark Muenzer, Assistant Community Development Director

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ORDINANCE NO. \_\_\_\_\_

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
PREZONING ALL THAT CERTAIN PARCEL OF LAND BEING THE  
WHOLE OF THE PARCEL AT 2111 AND 2121 SAND HILL ROAD AND  
ADDITIONAL LAND, SITUATED IN THE COUNTY OF SAN MATEO,  
STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED IN  
EXHIBIT A**

The City Council of the City of Menlo Park does hereby ORDAIN as follows:

**SECTION 1.** The zoning map of the City of Menlo Park is hereby amended to prezone all that certain real property in the County of San Mateo and State of California, more particularly described and shown in Exhibit A, from County zoning R-1, S-9 and R-E, S-9 to City zoning R-1-S (Single Family Suburban Residential) and C-1-C (Administrative, Professional and Research District, Restrictive), respectively.

**SECTION 2.** A Mitigated Negative Declaration was prepared for the project and adopted by the City Council on \_\_\_\_\_, 2017 through Resolution No. \_\_\_\_\_, in accordance with the provisions of the California Environmental Quality Act and CEQA Guidelines.

**SECTION 3.** No subsequent change shall be made to the General Plan for the annexed territory or zoning that is not in conformance to the prezoning designations for a period of two years after the completion of the annexation, unless the City Council makes a finding at a public hearing that a substantial change has occurred in circumstances that necessitate a departure from the prezoning in the application to the San Mateo County Local Agency Formation Commission.

**SECTION 4.** This Ordinance shall be published once within fifteen (15) days of its adoption in The Daily News, a newspaper of general circulation, printed, published and circulated in the City of Menlo Park, and shall become effective thirty (30) days from the date of adoption by the City Council or the effective date of LAFCO approval of the annexation, whichever date is later.

INTRODUCED on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clay Curtin, Interim City Clerk

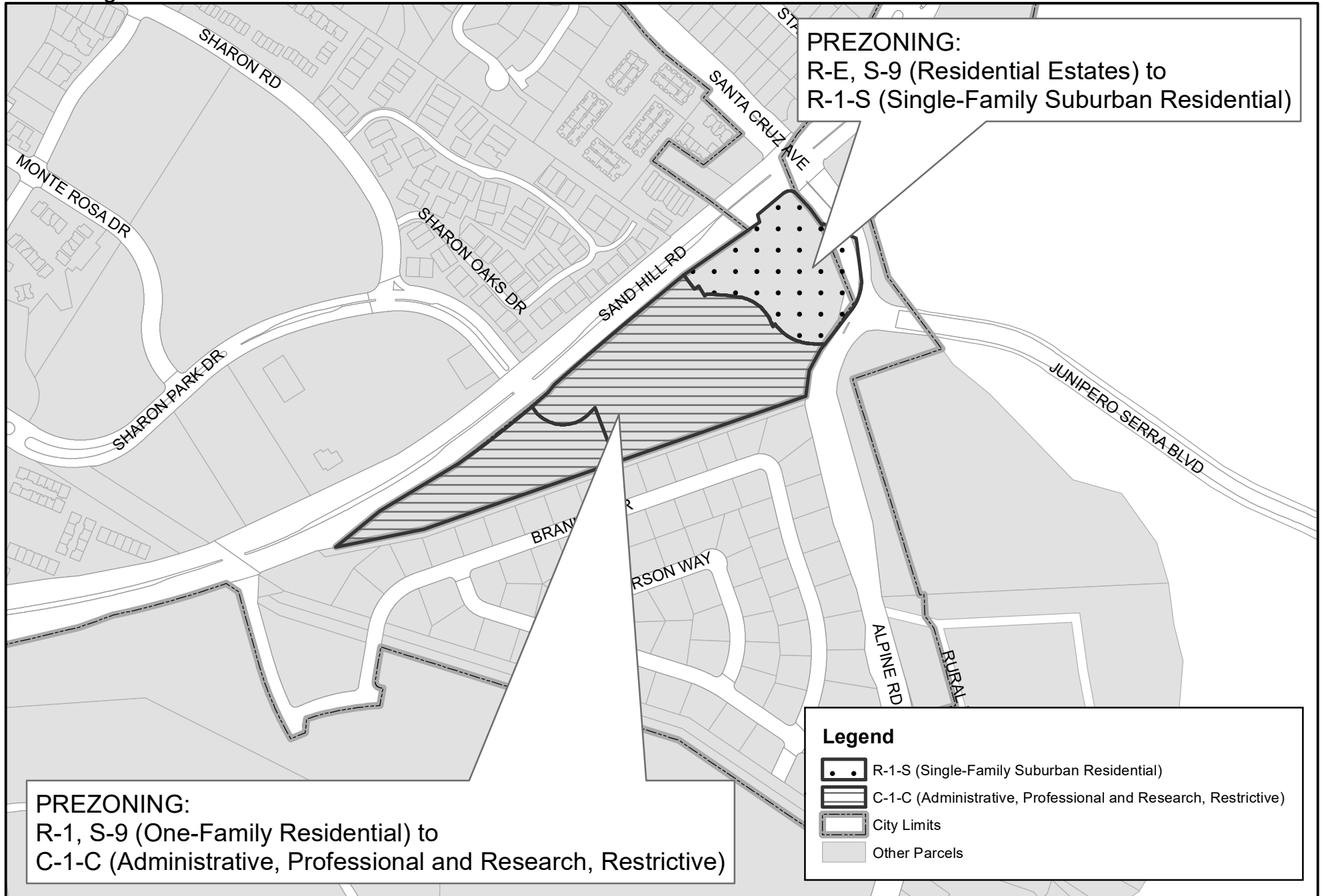
Exhibit A

Rezoning – 2111 and 2121 Sand Hill Road Project

# CITY OF MENLO PARK

2111-2121 Sand Hill Road

Prezoning





**EXHIBIT "A"**

**ANNEXATION PARCEL  
2131 SAND HILL ROAD  
SAN MATEO COUNTY, CALIFORNIA**

ALL THAT CERTAIN REAL PROPERTY IN THE COUNTY OF SAN MATEO AND STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 15, AS SHOWN ON THE MAP OF STANFORD HILLS UNIT A INCREMENT 1, AS FILED APRIL 29, 1959, IN BOOK 51 OF MAPS, AT PAGES 20-21, SAN MATEO COUNTY RECORDS;

THENCE NORTH  $13^{\circ}10'18''$  WEST ALONG THE WESTERLY LINE OF ALPINE ROAD, A DISTANCE OF 25.14 FEET TO THE POINT OF BEGINNING, AT THE INTERSECTION WITH THE NORTHERLY LINE OF A 10 FOOT WIDE PACIFIC GAS AND ELECTRIC COMPANY EASEMENT 23486C, AS DESCRIBED IN BOOK 587 OF OFFICIAL RECORDS, AT PAGE 473;

THENCE SOUTH  $70^{\circ}51'49''$  WEST ALONG THE NORTHERLY LINE OF SAID EASEMENT, A DISTANCE OF 660.40 FEET;

THENCE SOUTH  $70^{\circ}47'14''$  WEST ALONG THE NORTHERLY LINE OF SAID EASEMENT, A DISTANCE OF 647.20 FEET;

THENCE SOUTH  $78^{\circ}43'38''$  WEST ALONG THE NORTHERLY LINE OF SAID EASEMENT, A DISTANCE OF 291.29 FEET;

THENCE NORTH  $50^{\circ}42'54''$  EAST A DISTANCE OF 1688.56 FEET;

THENCE NORTH  $55^{\circ}14'06''$  WEST A DISTANCE OF 103.50 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF SAND HILL ROAD;

THENCE NORTH  $50^{\circ}29'33''$  EAST ALONG THE NORTHWESTERLY LINE OF SAND HILL ROAD, A DISTANCE OF 207.68 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE WEST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, WITH RADIUS OF 20.00 FEET AND CENTRAL ANGLE OF  $96^{\circ}59'39''$ , FOR AN ARC DISTANCE OF 33.86 FEET;

THENCE NORTH  $55^{\circ}02'58''$  EAST A DISTANCE OF 123.69 FEET TO A NON TANGENT INTERSECTION WITH THE ARC OF A CURVE, CONCAVE TO THE NORTH;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, WHOSE CENTER BEARS NORTH  $43^{\circ}21'54''$  EAST FROM SAID POINT OF INTERSECTION, WITH RADIUS OF 15.00 FEET AND CENTRAL ANGLE OF  $91^{\circ}31'14''$ , FOR AN ARC DISTANCE OF 23.96 FEET;

THENCE SOUTH  $35^{\circ}09'26''$  WEST A DISTANCE OF 98.89 FEET;

THENCE SOUTH 21°48'02" EAST A DISTANCE OF 105.76 FEET;

THENCE SOUTH 37°06'06 EAST A DISTANCE OF 163.14 FEET;

THENCE SOUTH 66°07'11" EAST A DISTANCE OF 116.73 FEET;

THENCE SOUTH 07°12'30" EAST A DISTANCE OF 141.78 FEET A NON TANGENT INTERSECTION WITH THE ARC OF A CURVE, CONCAVE TO THE NORTHWEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, WHOSE CENTER BEARS NORTH 87°09'26" WEST FROM SAID POINT OF INTERSECTION, WITH RADIUS OF 172.26 FEET AND CENTRAL ANGLE OF 35°03'55", FOR AN ARC DISTANCE OF 105.42 FEET;

THENCE SOUTH 38°05'16" WEST A DISTANCE OF 156.81 FEET:

THENCE SOUTH 28°32'43" WEST A DISTANCE OF 79.11 FEET;

THENCE SOUTH 07°10'19" WEST A DISTANCE OF 85.77 FEET;

THENCE SOUTH 70°51'49" WEST A DISTANCE OF 9.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.99 ACRES, MORE OR LESS.

JUNE 9, 2017



A circular professional seal for David W. Betham, a Professional Land Surveyor in the State of California. The seal contains the text: "PROFESSIONAL LAND SURVEYOR", "DAVID W. BETHAM", "PLS", "NO. 7047", and "STATE OF CALIFORNIA". The seal is partially overlaid by a handwritten signature in blue ink.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF MENLO PARK REZONING  
PROPERTY WITH ASSESSOR'S PARCEL NUMBERS 074-331-210  
AND 074-321-110**

The City Council of the City of Menlo Park does ordain as follows:

**SECTION 1.** The zoning map of the City of Menlo Park is hereby amended such that certain real properties with Assessor's Parcel Numbers 074-331-210 and 074-321-110 are rezoned to the C-1-C (Administrative, Professional and Research, Restrictive) district as more particularly described and shown in Exhibit A.

**SECTION 2.** A Mitigated Negative Declaration was prepared for the project and adopted by the City Council on \_\_\_\_\_, 2017 through Resolution No. \_\_\_\_\_, in accordance with the provisions of the California Environmental Quality Act and CEQA Guidelines.

**SECTION 3.** This ordinance shall become effective thirty (30) days from the date of adoption by the City Council or the effective date of LAFCO approval of the annexation, whichever date is later. Within fifteen (15) days of its adoption, the ordinance shall be posted in three (3) public places within the City of Menlo Park, and the ordinance, or a summary of the ordinance prepared by the City Attorney, shall be published in a local newspaper used to publish official notices for the City of Menlo Park prior to the effective date.

INTRODUCED on the \_\_\_ day of \_\_\_\_\_, 2017.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said Council on the \_\_\_ day of \_\_\_\_\_, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clay Curtin, Interim City Clerk

Exhibit A

Rezoning – 2111 and 2121 Sand Hill Road Project

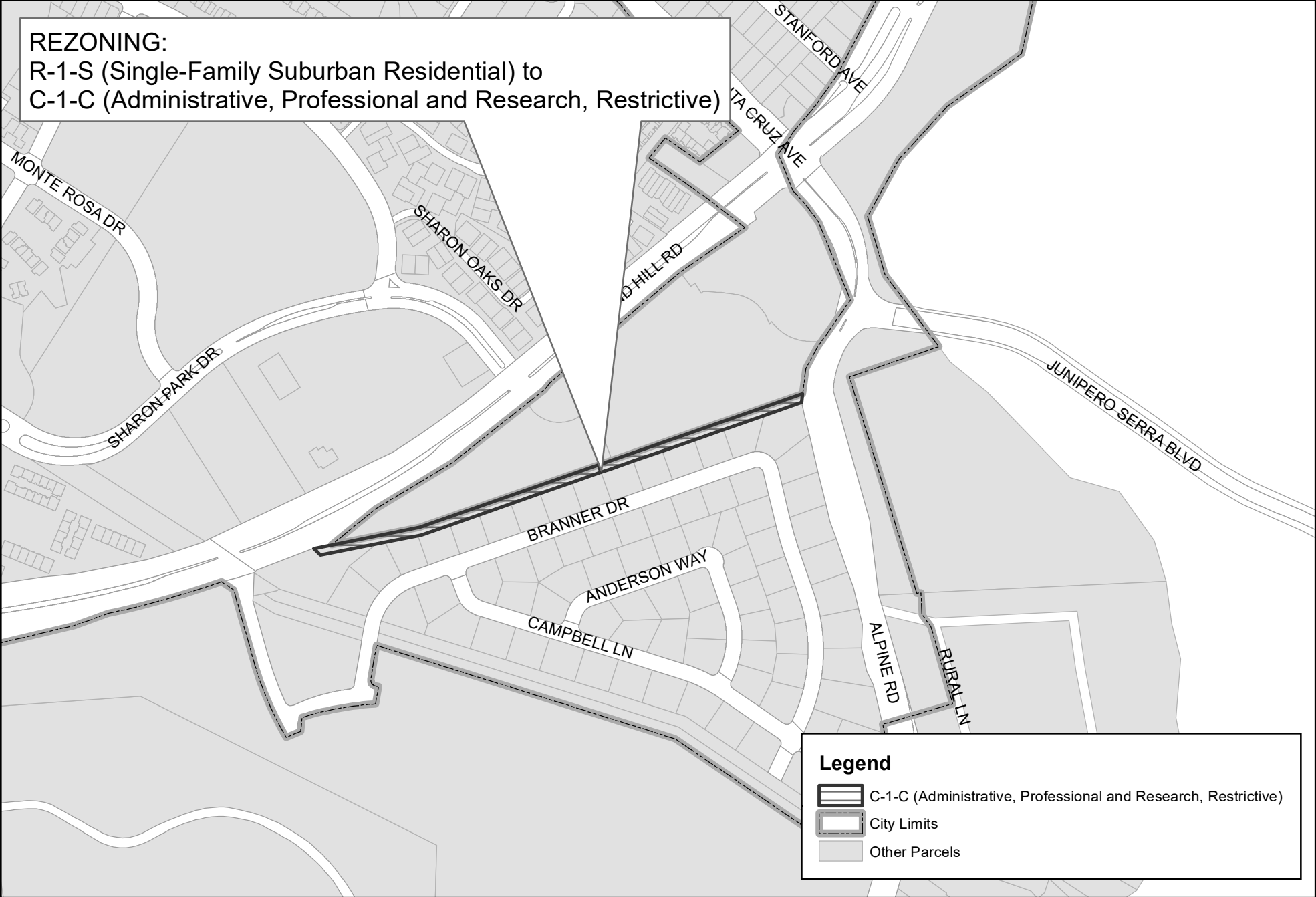
# CITY OF MENLO PARK

2111-2121 Sand Hill Road

Rezoning



**REZONING:**  
R-1-S (Single-Family Suburban Residential) to  
C-1-C (Administrative, Professional and Research, Restrictive)



**Legend**

- C-1-C (Administrative, Professional and Research, Restrictive)
- City Limits
- Other Parcels

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## STAFF REPORT

### City Council

Meeting Date:

10/10/2017

Staff Report Number:

17-242-CC

Consent Calendar:

**Adopt a resolution approving the list of projects eligible to be funded by California Senate Bill 1: The Road Repair and Accountability Act of 2017**

### Recommendation

Staff recommends that the City Council adopt a resolution approving the list of projects eligible to be funded by California Senate Bill 1: The Road Repair and Accountability Act of 2017 (SB-1).

### Policy Issues

The action is consistent with the Council's goal of maintaining and enhancing the City's municipal infrastructure and facilities. Further, the 2016 General Plan Circulation Element includes policies that seek to maintain a circulation system that will provide and maintain a safe, efficient, attractive, user-friendly circulation system that promotes a healthy, safe and active community and quality of life throughout Menlo Park and increases accessibility for and use of streets by pedestrians, bicyclists and transit riders. The projects identified in the staff report below are consistent with these policies.

### Background

The City currently funds its transportation projects through State and Federal grants, the Highway User's Tax Account (HUTA), impact fees, and the General Fund. On April 28, 2017, Governor Brown signed into law SB-1 (Chapter 5, Statutes of 2017), a \$54 billion investment intended to fund road, bridge and freeway repair projects in the State over the next decade through increases in gasoline and diesel taxes and vehicle fees. The investment is to be evenly allocated between cities and counties and the State's highway system. Roughly \$2.6 billion in annual revenue will go to fund local roads, transit agencies and for the expansion of the State's pedestrian and cycle routes network, specifically as follows ([www.rebuildingca.ca.gov](http://www.rebuildingca.ca.gov)):

- **\$1.5 billion – Repairs to Local Streets and Roads:** “Addresses years of unfunded road maintenance, rehabilitation and critical safety projects. Invests in “Complete Streets” projects uniquely tailored to the needs, preferences and functions of the people who live there.”
- **\$25 million – Local Planning Grants:** “Addresses community needs by providing support for planning that may have previously lacked funding.”
- **\$200 million – Matching Funds for Local Agencies:** “Supports the investment cities and counties have made in their own regions through voter-approved transportation tax measures.”

The City of Menlo Park submitted a letter of support for SB-1, as authorized by the City Council on February 28, 2017.

Eligible projects include road maintenance, rehabilitation, safety projects, railroad grade separations, complete street components (e.g. active transportation, bicycle and pedestrian, transit facilities, drainage and stormwater capture projects), and traffic control devices. However, projects that address basic maintenance and safety components should be prioritized.

To receive funds, SB-1 sets a Road Maintenance and Rehabilitation Account (RMRA) for local agencies, with cities to receive revenues on a per capita basis. For fiscal year (FY) 2017-18, the City would be eligible to receive projected revenues of \$191,329. In FY 2018-19, revenues are projected to increase to \$573,954. The funds will be provided on a monthly basis, with the first distribution to be made in January 2018.

**Analysis**

The intent of SB-1 is to provide additional funding for roads and streets maintenance projects and not to replace the existing levels of general revenue spending by the City on such projects. As such, SB-1 requires that the City maintain general fund spending for road maintenance projects. General fund expenditures are defined as “any unrestricted funds that the city or county may expend at its discretion, including vehicle in-lieu tax revenues and revenues from fines and forfeitures, expended for street, road and highway purposes...” ([www.CaliforniaCityFinance.com](http://www.CaliforniaCityFinance.com)). This maintenance of effort (MOE) requirement must be no less than the average of the general fund spending in FYs 2009-10, 2010-11 and 2011-12.

Prior to receiving SB-1 funds, the City must submit, on an annual basis, an adopted list of proposed eligible projects to the California Transportation Commission (CTC). The project list must be pursuant to an adopted budget approved by the City Council. Failure to submit an eligible project list to the CTC would result in forfeiture of the monthly apportionments. The list must include the project description, its location, schedule and an estimate of the project’s useful life. Eligible projects also include those where construction began after July 1, 2017. For FY 2017-2018, the CTC must receive a list of planned project expenditures by October 16, 2017.

The City is responsible for maintaining a total of 96.2 miles of streets through its Street Resurfacing Program, for the development of transportation and drainage safety projects, and for maintaining and expanding its pedestrian and bicycle networks. Based on the SB-1 program requirements, staff developed a list of projects that could potentially receive funds (Attachment A). The projects listed in Attachment A include those funded by the City Council as part of the FY 2016-17 Capital Improvement Program budget. A summary of the projects and adopted budgets is included in Table 1 below.

Table 1 – Summary of SB-1 Eligible Projects

Project	Adopted Budget Amount	Schedule
2017 Street Resurfacing Project	\$5,050,000 (FY 2016-17)	To be completed by the end of 2017
Chrysler Stormwater Pump Station Improvements	\$6,200,000 (FY 2016-17)	Multi-year project. Construction anticipated in 2018.
Sidewalk Repair Program	\$400,000 (FY 2017-18)	To be completed in 2018.
Transportation Projects (Minor)	\$75,000 (FY 2017-18)	To be completed in 2018.

Note: Projects include those which began construction after July 1, 2017 and those planned and adopted by City Council through the budget process.

**Impact on City Resources**

With the approval of the proposed resolution, the City would be eligible for SB-1 funding. The list of projects is based on improvements that have been funded by the City Council through the budget process. As





discussed earlier, SB-1 would provide funds estimated to amount to \$191,329 for FY 2017-18. In FY 2018-19, revenues are projected to increase to \$573,954.

### **Environmental Review**

There is no environmental review required for this project.

### **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

Report prepared by:  
Azalea Mitch, City Engineer

Reviewed by:  
Justin Murphy, Public Works Director

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**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
APPROVING THE LIST OF PROJECTS ELIGIBLE TO BE FUNDED BY THE  
ROAD REPAIR AND ACCOUNTABILITY ACT (SB-1)**

WHEREAS, Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multimodal transportation funding shortfalls statewide; and

WHEREAS, SB-1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB-1, in the City budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive and estimated \$191,329 in RMRA funding in Fiscal Year 2017-18 from SB-1; and

WHEREAS, the City used a Pavement Management System to develop the SB-1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB-1 will help the City maintain and rehabilitate streets/roads, bridges, drainage and add active transportation infrastructure throughout the City this year and hundreds of similar projects into the future; and

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduced vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, the SB-1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW THEREFORE BE IT RESOLVED AND IS HEREBY FOUND, DETERMINED, AND ORDERED by the City Council of the City of Menlo Park, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues in Fiscal Year 2017-18 included as "Exhibit A," had previously been approved by the City Council and appropriated as part of the 2016-17 and 2017-18 Capital Improvement Plan budget.

I, Clay Curtin, Interim City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at by the City Council of the City of Menlo Park on the twenty-sixth day of September, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Menlo Park this twenty-sixth day of September, 2017.

---

Clay Curtin  
Interim City Clerk

**Exhibit A - Project List**

Project	Description	Adopted Budget Amount	Scheduled for Completion	Estimated Useful Life Years
2017 Street Resurfacing Project	This annual project includes a detailed design and selection of streets to be resurfaced throughout the City during the fiscal year. This project will utilize the City's Pavement Management System (PMS) to assess the condition of existing streets and assist in the selection process (see attached list).	\$5,050,000 (FY 2016-17)	To be completed by the end of 2017	12-15 Years
Chrysler Stormwater Pump Station Improvements	This project involves design and construction of upgrades to the aging equipment at the Chrysler Pump Station. The existing Chrysler Pump Station is approximately 60 years old and its electrical equipment and pumps need to be upgraded and/or replaced.	\$6,200,000 (FY 2016-17)	Multi-year project. Construction anticipated beginning in summer of 2018.	20 years - mechanical equipment 50 years - building / structure
Sidewalk Repair Program	This annual project removes hazardous sidewalk offsets and replaces sidewalk sections that have been damaged by City tree roots to eliminate trip hazards.	\$400,000 (FY 2017-18)	To be completed in 2018.	30 Years
Transportation Projects (Minor)	This annual project supports small transportation projects such as minor crosswalk enhancements, bicycle lane gap closures, traffic signal modifications and sign/striping installations and restores routine maintenance levels for more timely response to resident complaints.	\$75,000 (FY 2017-18)	To be completed in 2018.	Vary

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## 2017 Street Resurfacing Project

### Project Description:

The project consists, in general, of rehabilitating various street sections throughout the City. The work consists of a base bid to grind existing asphalt sections, replace with same depth hot mix asphalt pavement, compact existing base prior to asphalt placement; manhole and utility structure cover adjustments; curb, gutter, and sidewalk replacement; new curb ramps installations, replacement and retrofit existing ramps to ADA compliance, installation and modification of minor drainage structures; replacement of pavement striping and marking; and other incidentals as necessary to complete the work

ID #	Street Name	Begin Location	End Location	Scheduled for Completion	Useful Life (Yrs)
1	Alice Lane	University Dr	End	Nov-17	12-15
2	Almanor Ave	Ivy Dr	Newbridge Ave	Nov-17	12-15
3	Bay Laurel Drive	San Mateo Dr	Hermosa Way	Nov-17	12-15
4	Burgess Drive	Laurel St.	Alma St.	Nov-17	12-15
5	Campbell Lane	Branner Dr.	Campbell Ln. (end)	Nov-17	12-15
6	Campo Bello Court	Campo Bello Lane	Campo Bell Court (end)	Nov-17	12-15
7	Chilco Street	Ivy Dr (Henderson)	Newbridge Ave (Windemere)	Nov-17	12-15
8	College Avenue	University	El Camino Real	Nov-17	12-15
9	Cotton Street	Cotton Pl	Middle Ave	Nov-17	12-15
10	Del Norte Alley	Del Norte Ave	End of Alley	Nov-17	12-15
11	Fanita Way	Oakdell Dr.	Fanita Way (end)	Nov-17	12-15
12	Garden Lane	San Mateo Dr. NW (end)	San Mateo Dr. SE (end)	Nov-17	12-15
13	Haight Street	Menalto Ave	North End of Haight St	Nov-17	12-15
14	Hamilton Avenue	Almanor Ave	Chilco St	Nov-17	12-15
15	Harmon Drive	Bay Road	Lorelei Lane	Nov-17	12-15
16	Independence Drive	Marsh Rd	Chrysler	Nov-17	12-15
17	Kent Place	Waverly St	Kent Place (end)	Nov-17	12-15
18	Lassen Drive	Whitney Dr.	196' S. of Whitney Dr	Nov-17	12-15
19	Linfield Place	Linfield Dr.	Linfield Place.	Nov-17	12-15
20	Menlo Avenue	University Dr	West End	Nov-17	12-15
21	Oak Knoll Lane	Oak Dell Dr.	School Driveway	Nov-17	12-15
22	Pineview Lane	Elder Ave	End	Nov-17	12-15
23	Santa Cruz Access	Orange Ave	Olive St	Nov-17	12-15
24	Santa Cruz Avenue	Olive St	University Ave	Nov-17	12-15
25	Scott Drive	Marsh Rd	Bohanan	Nov-17	12-15
26	Sevier Avenue	Pierce Rd	Newbridge St	Nov-17	12-15
27	Sharon Park Drive	Sand Hill Rd	Sharon Rd	Nov-17	12-15
28	Sunrise Court	Campo Bello Lane	Sunrise Ct (end)	Nov-17	12-15
29	Timothy Lane	Bay Road	Peggy Lane	Nov-17	12-15
30	Warner Range	Sharon Road	Monte Rosa	Nov-17	12-15
31	Waverley Street	Linfield Dr.	Laurel St	Nov-17	12-15

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## STAFF REPORT

### City Council

Meeting Date:

10/10/2017

Staff Report Number:

17-204-CC

Consent Calendar:

**Authorize the City Manager to enter into a Memorandum of Understanding for the Bayfront Canal Bypass Project**

### Recommendation

Staff recommends the City Council authorize the City Manager to enter into a Memorandum of Understanding (MOU) for the design of the Bayfront Canal Bypass Project (Project) based upon final review by the City Attorney.

### Policy Issues

The Project is consistent with Land Use Element Goal LU-7: Promote the implementation and maintenance of sustainable development, facilities and services to meet the needs of Menlo Park's residents, businesses, workers, and visitors.

While the Project was included in the City Council's 2016 Work Plan, it was placed on hold and therefore not included in the 2017 Work Plan. Given the recent developments, however, it would be prudent to add the Project to next year's Work Plan. It is important to note that this project would impact the schedule and key milestones of other capital improvement projects in the Work Plan.

### Background

Located north of Highway 101 near the San Francisco Bay (Bay), the Canal drains a 9.5 square mile area which includes sections of the cities of Menlo Park (City) and Redwood City, the towns of Atherton and Woodside and unincorporated areas of San Mateo County. Approximately 8,000 feet long, the Canal begins in Redwood City by Douglas Court and runs west to east along the southern edge of salt ponds owned and operated by Cargill, Inc. The Atherton Channel, which runs along the jurisdictional boundary between Redwood City and the City between Florence Street and Haven Court, joins the Canal a few hundred feet west of Marsh Road and also receives flow from the City, Redwood City, the towns of Atherton and Woodside and unincorporated areas of San Mateo County (Attachment A). The combined flow from the Atherton Channel and Canal empty into Flood Slough through a tide gate control structure that is operated and maintained by the City of Redwood City. The intended use of the tide gates is to prevent Bay water from Flood Slough from flowing back into the Canal. The tide gates close automatically when tide levels in the Bay are high, preventing storm flow from emptying into Flood Slough.

Based on the characteristics of the watershed that drains into the Canal, each of the jurisdictions contributes flow. The corresponding flow contributions per jurisdiction are presented in Table 1. As noted, the City contributes 10.5% of the flow during storm events.

Table 1 - Jurisdictional Flow Contributions

Jurisdiction	Watershed Area	Flow Contribution	Flow Contribution w/o Woodside and Cap Set by the Town of Atherton
Town of Atherton	44%	38%	16.3%
City of Redwood City	13%	26%	36.3%
San Mateo County	20%	22%	31.4%
City of Menlo Park	17%	10.5%	16.0%
Town of Woodside	6%	3.5%	0.0%

Note: Flow contribution is based on the 25 year event, the project design criteria.

The drainage areas along the Canal are subject to frequent flooding due to conveyance issues associated with the capacity of the Canal during large storm events as well as flow restrictions when tide levels in the Bay are high. Chronic flooding occurs in the East Bayshore area located along the Canal in Redwood City and at the Atherton Channel in the Haven Avenue and Marsh Road area of the City. The flooding typically results in road closures. During the last large storm event that occurred on February 7, 2017, for example, the City’s Police Department closed the Haven Ave. and Marsh Rd. intersection due to flooding conditions. For the duration of the flooding, there was no access to the properties on Haven Ave. from Marsh Rd. Access to the area was limited to East Bayshore Rd. via Redwood City.

The flooding problems associated with the Canal have been the subject of many studies throughout the years. In 2013, the City of Redwood City completed the Redwood City Bayfront Canal and Atherton Channel Flood Improvement and Habitat Restoration Project Feasibility Study (Moffatt & Nichol, 2013). As part of this assessment, the study evaluated the feasibility of routing storm flow from the Canal into managed ponds located in the Ravenswood Pond Complex of the South Bay Salt Pond Restoration Project (SBSPRP) to mitigate the flooding problems (Attachment B). The Ravenswood Pond Complex consists of a number of ponds (Ponds R3, R4, R5, and S5) that are located east of Bedwell Bayfront Park (Park). The Canal Bypass Project would consist of a control structure for the routing of storm flow from the Canal to Ponds R5 and S5 (R5/S5) for temporary storage which would mitigate flooding. The stormwater would flow back to the Bay during periods of low tides (Attachment C).

While included as one of the alternatives evaluated as part of the SBSPRP Environmental Impact Statement / Environmental Impact Report (EIS/R) as a component of Alternative D, the Project was not included as part of the Preferred Alternative due to additional water quality analyses required by the Regional Water Quality Control Board (RWQCB). The California State Coastal Conservancy (CSCC) and U.S. Fish and Wildlife Service (USFWS), however, noted that the Project could be incorporated into the Preferred Alternative at a future date subject to a separate environmental review.

The cost for the design of the Project and the environmental review is estimated to amount to approximately \$700,000, with a not-to-exceed amount of \$1,000,000. The construction costs of the Project are estimated at \$8 million. Redwood City applied for a Proposition 84 grant for the project and was awarded \$1,135,000. While the terms of the grant require that the construction of the Project be completed by September 2018, Redwood City noted that a request for an extension will be made. This project may be eligible for other grant opportunities, especially given the collaboration across multiple jurisdictions.

On April 18, 2017, staff updated the City Council on the project through an informational item. Following that last update, staff has continued to attend meetings primarily with the City of Redwood City, Town of Atherton and San Mateo County to develop the scope of work for the design.



## Analysis

The environmental review, permitting, design and construction of the Project would benefit from the collaboration of all of the communities that contribute flow to the watershed, which include the City, the City of Redwood City, the towns of Atherton and Woodside and San Mateo County. The Town of Woodside has communicated that they will not cost share for the design of the Project. In an effort to proceed with the design, the Bayfront Canal/Atherton Channel Collaborative (“Collaborative”) therefore consists of the City, the City of Redwood City, the Town of Atherton and San Mateo County.

An MOU is currently being developed to cover the costs of the design effort for the Project by the Collaborative (Attachment D). While the terms of the MOU are still under review, each jurisdiction has agreed to present the draft document to their governing bodies. Redwood City’s Council approved authorizing the City Manager to execute the MOU on October 2<sup>nd</sup>. The Town of Atherton presented the draft MOU to their Town Council on September 20<sup>th</sup> and approved the action on October 4<sup>th</sup>. Both Redwood City and the Town of Atherton will approve the finalized MOU once the County of San Mateo Board of Supervisors approves the item on October 17<sup>th</sup>.

The terms of the MOU include the following:

- Identifies that the purpose is for the engineering planning, development of design drawings, technical specifications, and cost estimates; environmental compliance and construction permitting; and securing property access rights necessary to initiate construction bidding for the Project and not for the construction costs associated with its implementation;
- Establishes that the County will serve as the project manager, lead and contracting agency for the design and environmental work of the Project;
- Acknowledges that the Town of Woodside will not participate in the Project ; and
- Establishes each jurisdiction’s financial contribution percentages based on:
  - No contribution by the Town of Woodside;
  - A capped contribution set by the Town of Atherton of 16.3%;
  - A split, based on jurisdictional flow to the Canal, by Redwood City, San Mateo County and the City.

Following approval of the MOU, the Collaborative and City staff will continue to work collectively on the following next steps:

- Develop a project schedule that includes the sequence of events associated with the project, such as required Council / Board actions, acquisition of easements, permitting and construction;
- Develop a draft Memorandum of Understanding with USFWS for the use of the ponds as stormwater retention basins;
- Review of Proposition 84 grant construction completion terms and request for extension;
- Continue discussions with Cargill Inc. and other agencies for the acquisition of easements;
- Continue discussions with the RWQCB on the water quality sampling requirements, and
- Actively pursuing grant opportunities.

Staff will return to the Council in the future regarding the extent of funding needed for the construction of the Project and to authorize the City Manager to enter into any applicable agreements.

### **Impact on City Resources**

As noted above, the cost of the environmental review and design effort is set not to exceed \$1,000,000. The City's cost share for the planning and design effort may therefore not exceed 16% (\$159,510). Funds from the existing Capital Improvement Project - Bayfront Canal and Atherton Channel Flood Protection - would be used, which has a balance of approximately \$450,000. While these funds may be used for the City's contribution to the environmental review work and design of the Project, there is currently not sufficient funding available for the City's contribution of the estimated \$8 million in construction costs.

### **Environmental Review**

The County of San Mateo will be the lead and contracting agency for the design and environmental work associated with the Project.

### **Public Notice**

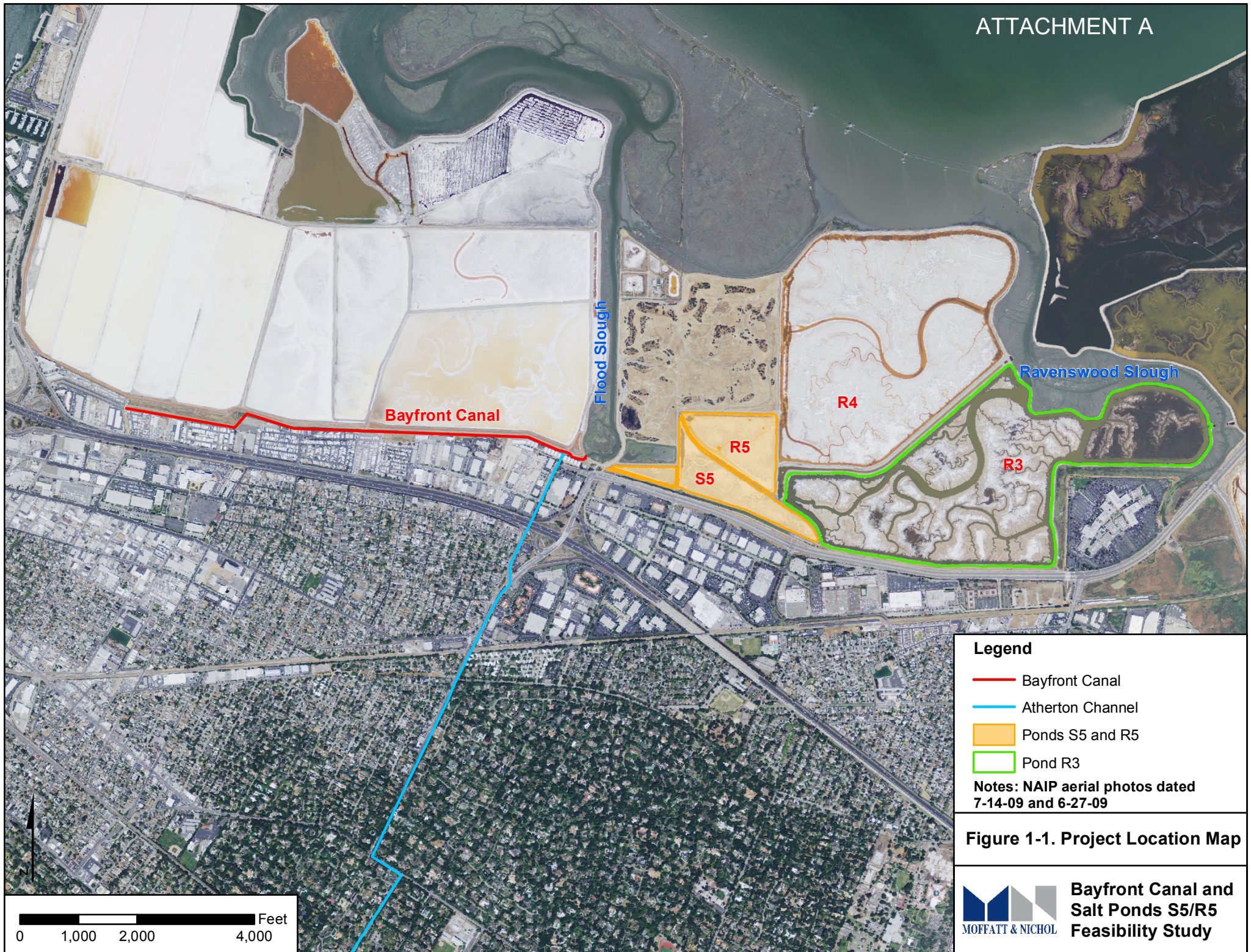
Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **Attachments**

- A. Figure – Project Location
- B. Figure – Bayfront Canal and Ravenswood Pond Complex
- C. Figure – Bayfront Canal Bypass Structure
- D. Draft MOU (to be updated to reflect 16% contribution instead of 11.5%)

Report prepared by:  
Azalea Mitch, City Engineer

Reviewed by:  
Justin Murphy, Public Works Director

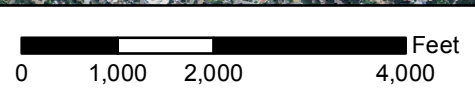


**Legend**

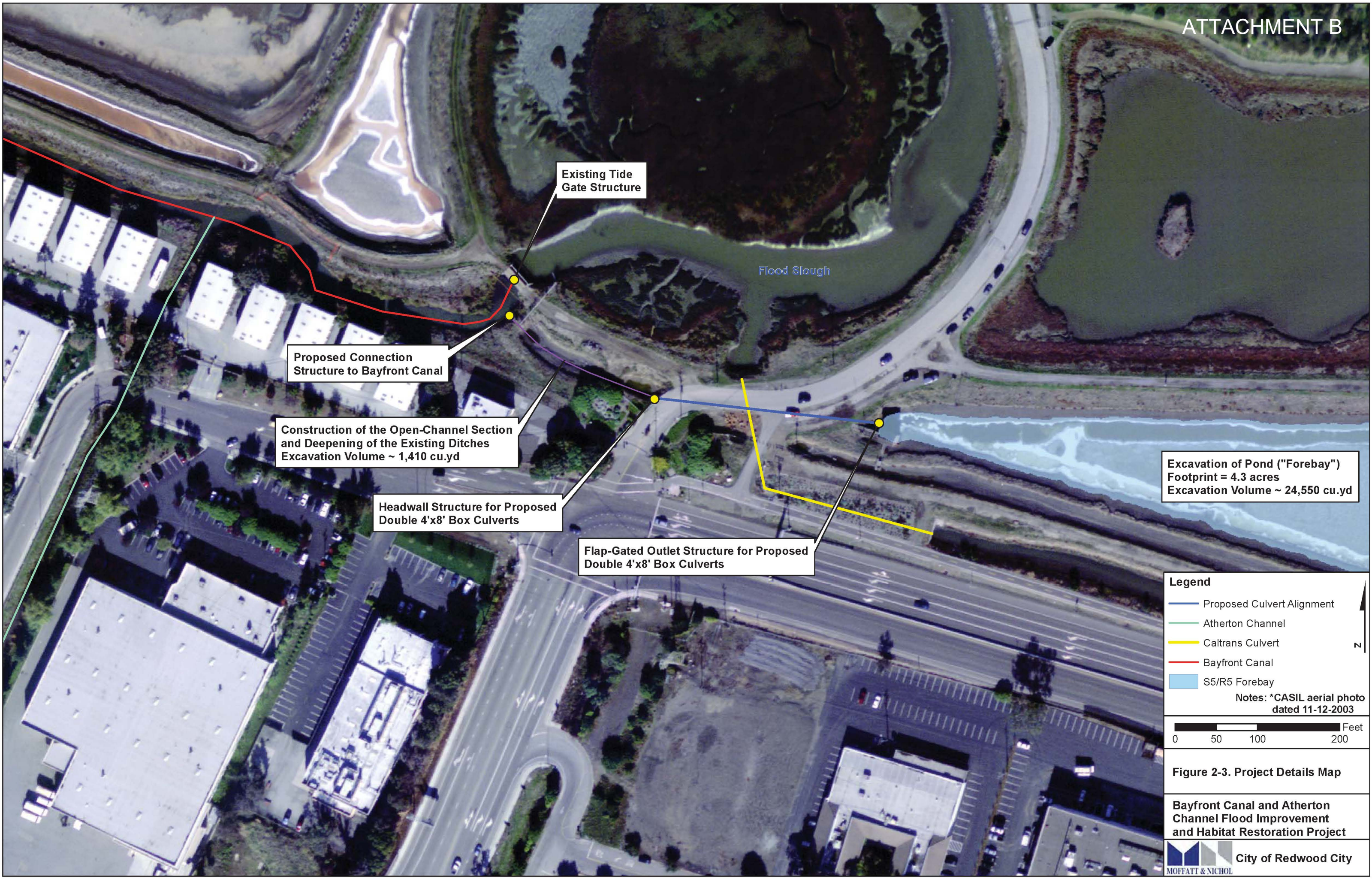
- Bayfront Canal
- Atherton Channel
- Ponds S5 and R5
- Pond R3

Notes: NAIP aerial photos dated 7-14-09 and 6-27-09

Figure 1-1. Project Location Map



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Proposed Connection Structure to Bayfront Canal

Construction of the Open-Channel Section and Deepening of the Existing Ditches Excavation Volume ~ 1,410 cu.yd

Headwall Structure for Proposed Double 4'x8' Box Culverts

Flap-Gated Outlet Structure for Proposed Double 4'x8' Box Culverts

Existing Tide Gate Structure

Flood Slough

Excavation of Pond ("Forebay")  
Footprint = 4.3 acres  
Excavation Volume ~ 24,550 cu.yd

**Legend**

- Proposed Culvert Alignment
- Atherton Channel
- Caltrans Culvert
- Bayfront Canal
- S5/R5 Forebay

Notes: \*CASIL aerial photo dated 11-12-2003

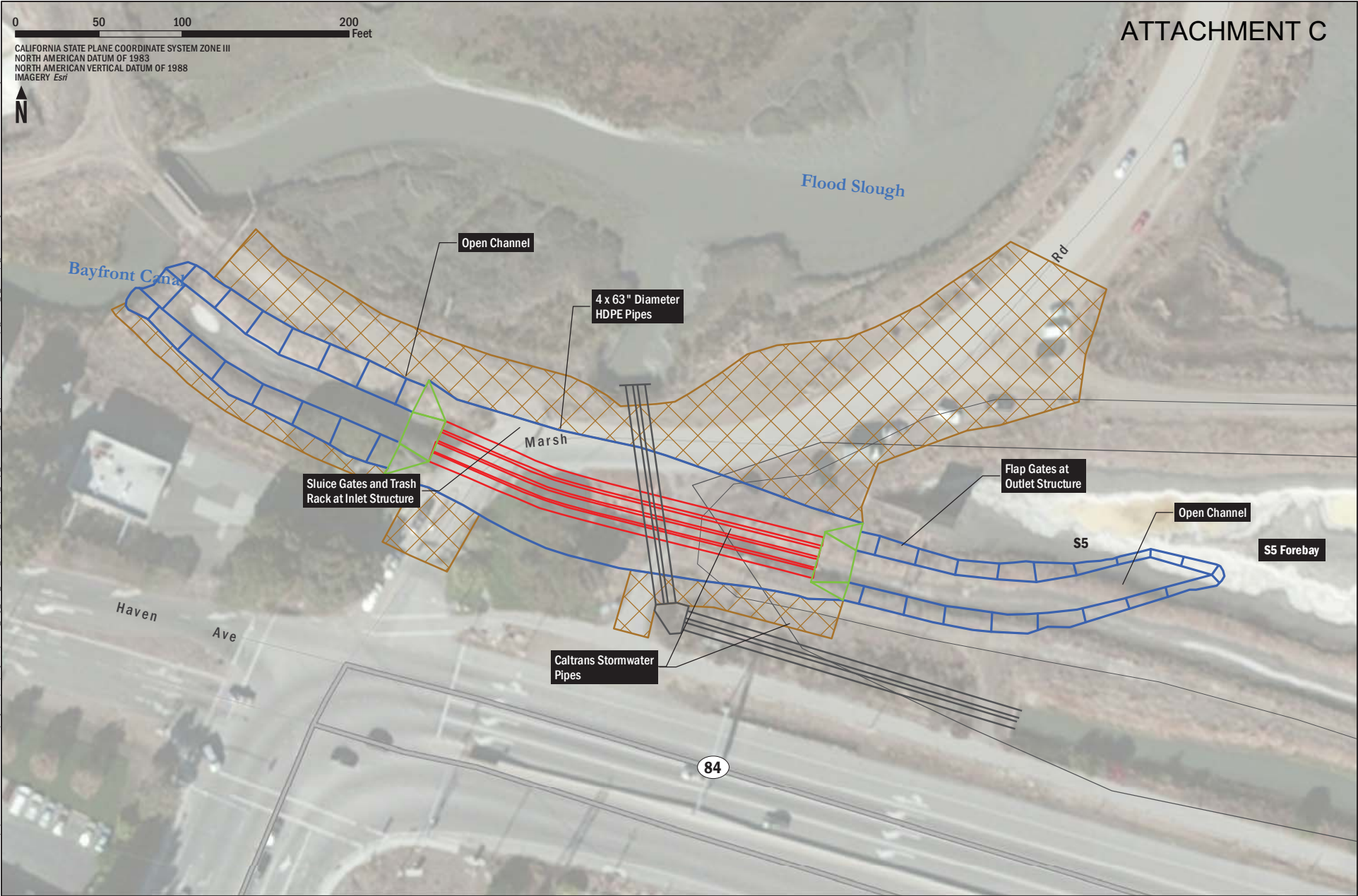
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Figure 2-3. Project Details Map

Bayfront Canal and Atherton Channel Flood Improvement and Habitat Restoration Project

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- LEGEND**
- Proposed new pipes
  - Proposed grading boundary
  - Caltrans culvert
  - Staging areas
  - Proposed concrete structures

URS Oakland CA 4/6/2016 USER: arakshi.PATH.L: Projects\GIS\Projects\South\_Bay\_Salt\_Ponds\_2016\02\_Map\_Production\_and\_Reports\Alternatives\Figures2\_X\_MXD\Figure 2-19\_Bayfront Canal and Atherton Channel Project.mxd

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**MEMORANDUM OF UNDERSTANDING AMONG  
THE CITY OF REDWOOD CITY, CITY OF MENLO PARK,  
TOWN OF ATHERTON, AND COUNTY OF SAN MATEO  
(BAYFRONT CANAL AND ATHERTON CHANNEL  
FLOOD MANAGEMENT AND RESTORATION PROJECT)**

This Memorandum of Understanding (“MOU”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2017 by and between the City of Redwood City, the City of Menlo Park, and the Town of Atherton (“Cities”), municipal corporations of the State of California, and the County of San Mateo (“County”), collectively referred to as Bayfront Canal/Atherton Channel Collaborative (“Collaborative”).

**1. Purpose.** The purpose of this MOU is to establish the terms and conditions for the cost sharing and responsibilities for the design phase of the Bayfront Canal and Atherton Channel Flood Management and Restoration Project (hereinafter referred to as “PROJECT”), which will include the engineering planning, design drawings, technical specifications, and cost estimates; environmental compliance and construction permitting; and securing property access rights necessary to initiate construction bidding. This includes initial site surveys, hydraulic analysis, environmental and construction permitting approval, design drawings, specifications and engineering design estimates for the Bayfront Canal and Atherton Channel Flood Management and Restoration Project, as listed in the “Scope” section of Exhibit A to this MOU titled, Bayfront Canal and Atherton Channel Flood Management and Restoration Project. This MOU does not include construction and operation and maintenance activities, but it will serve as a template for future agreements with the Collaborative.

This MOU outlines responsibilities for the first of a series of projects that will provide a regional approach for flood risk management. The Collaborative will maintain a comprehensive list of the current known flood risk reduction projects in the Bayfront Canal and Atherton Channel watersheds. Flow contribution percentages, as shown in Exhibit A, pending review by the initial task of consulting engineers, will be used to determine the initial expected financial contribution of each member in the Collaborative. The flow contributions will be reviewed and confirmed by the Collaborative. This initial engineering Task will be performed on behalf of all parties as part of the first task of the consulting engineers. Exhibit A addresses the process to modify contribution percentages following the consultant review. Additional projects that could impact flow contributions, including but not limited to the projects described in Table 2 of Exhibit A, will not be included until significant design and funding of those projects is completed.

PROJECT construction, operation, and maintenance cost responsibilities will be addressed in future Agreements, or MOUs, subject to the agreement of all parties.

**2. Term of MOU and Termination.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Collaborative to this MOU and the governing bodies of the Collaborative’s respective jurisdictions and shall remain in full force and effect until the completion of the PROJECT. This MOU includes all

consultant costs to complete this PROJECT incurred as of the Notice to Proceed to the Consultant(s) executed on or after September 26, 2017. This MOU may be terminated, without cause, by any of the parties in the Collaborative upon 30 days written notice to all members of the Collaborative. If a party terminates the MOU, they will be responsible for their share of the cost of work performed up to the effective date of the termination. The remaining Collaborative parties will stop work temporarily to address this change and may continue the Project if agreed upon through an amendment to the MOU. A final invoice will be sent to all Collaborative parties for costs incurred through the term of the MOU. All members in the Collaborative will have 30 days from the date of the final invoice to remit payment for services to the County.

**3. Authorizations.** The City Managers of the City of Redwood City, the City of Menlo Park, and the Town of Atherton, are authorized to approve extensions to the term of this MOU, to modify due dates, to resolve conflicts, or otherwise grant approvals on behalf of the Cities, provided such approvals are not vested in the authority of the Cities' Council, and provided that any approval requiring payment of funds in excess of appropriated funds shall require Cities' Council approval of the appropriations of those funds.

The San Mateo County Manager, serving as the County Board of Supervisors' designee, is authorized to approve extensions to the term of this MOU, to modify due dates, to resolve conflicts, or otherwise grant approvals on behalf of the County, provided that any approval requiring payment of funds in excess of appropriated funds requires the County Board of Supervisors' approval of the appropriation of those funds.

**4. Responsibilities of the Collaborative.** The County will serve as the lead and contracting agency for the PROJECT's design and environmental consultants. Consultants will be selected from the County's On-Call Engineering Service Agreements by a Collaborative Selection Committee. The County will manage the day to day work of the consultants as it relates to the objectives of the PROJECT, handle official communications regarding the contract, and reimburse the consultants under contract with the County for the work performed. Temporary and permanent land and easement negotiations with Caltrans, Cargill, West Bay Sanitary District, and other organizations will be facilitated by the County. The County of San Mateo Real Property Division will provide support for right of way acquisition services and real property expertise if the Collaborative needs these services. Each jurisdiction may be party to negotiating and securing easements or access for construction activities within their jurisdiction, and will be responsible for purchasing these easements, with the cost to be borne by the Collaborative. Land rights resulting from legal transfer and holding of easements will belong to the jurisdiction in which the land exists.

A designated staff member from each party in the Collaborative will participate in a working committee to ensure that the project direction and guidance needed from the Collaborative is communicated to the County. The working committee will update their respective jurisdictions as progress is made to obtain feedback that will form the final design.

**5. Payment.** Up to \$1,000,000 (depending on final cost of PROJECT) of the PROJECT outlined in this MOU will be paid for by the Collaborative. The costs will be allocated based on the contributing percentages of the Cities and the County in the Atherton

Channel and Bayfront Canal watershed boundaries. A description of the contribution percentages is outlined in Exhibit A. The Town of Woodside has decided not to participate and the 3.5% (up to \$35,000) financial responsibility will be split by flow contribution across the Collaborative. The updated MOU financial contribution percentages are as follows: Town of Atherton 39.8% (up to \$398,000); City of Redwood City 26.1% (up to \$261,000); County of San Mateo 22.6% (up to \$226,000); City of Menlo Park 11.5% (up to \$115,000), and Town of Woodside 0.0% (\$0). The flow contributions may be amended through the term of this MOU pending initial consultant review and review of additional projects in the watershed area that reduce or alter flow contributions. Any modifications to the contributing percentages will require approval of each party in the Collaborative and an Amendment to this MOU.

The intent of this MOU is to cover consulting costs for planning, design, environmental permitting and land acquisition. This MOU includes all consultant costs to complete this PROJECT incurred as of the Notice to Proceed to the Consultant(s). This Agreement and terms can be amended at a future date to include construction, operations, and maintenance. Any funding opportunities, including but not limited to grants and co-op agreements, that are awarded for planning, design, and environmental permitting throughout the duration of this MOU will be prorated by the same contribution percentage of each Collaborative member at the date of the execution of that funding agreement. This is intended to decrease the overall Project project cost to the Collaborative. Funding opportunities for construction will be assessed in a subsequent Agreement or Agreements.

The County will serve as the Project Manager and as such will coordinate with the consultant teams and manage the consultant contracts. The County will invoice the Collaborative for payment to the On-Call Engineering Service Agreements as described in Exhibit A. Project Management Support by the County will include invoicing the Collaborative, managing the consultant contracts, and project coordination. Each of the Cities in the Collaborative will be invoiced for the Consultant services on a quarterly basis and will remit a check payable to the County of San Mateo within 30 days of the invoice date. A table that illustrates how the financial responsibilities of each member of the Collaborative will be tracked and invoiced by the County is included as Attachment 1 to Exhibit A.

## **6. General Provisions**

**A. Indemnification.** Pursuant to Government Code Section 895.4, each party agrees to fully indemnify, defend, and hold the other party (including its appointed and elected officials, officers, employees, and agents) harmless from any damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its appointed or elected officials, officers, employees, or agents, under or in connection with any work, authority, or jurisdiction delegated to such party under this MOU. No party, nor any appointed or elected official, officer or employee, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, its appointed or elected officials, officers, employees, or agents, under or in connection, with any work, authority, or jurisdiction delegated to such other party under this MOU.

**B. Amendments.** Each party in the Collaborative may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU including contribution limits by parties, which are mutually agreed upon by and between the Collaborative to this MOU, shall be incorporated by written instrument, and effective when executed and signed by all parties in the Collaborative to this MOU.

**C. Severability.** If any provision of this MOU shall be held to be invalid, void, or unenforceable, the validity, legality, or enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

**D. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the Collaborative.

**E. Notices.** Any and all notices required to be given hereunder shall be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to each party in the Collaborative at the following address or such other address as is provided by such party in writing:

<b>To City:</b> City of Redwood City Melissa Stevenson Diaz City Hall 1017 Middlefield Road Redwood City, CA 94063 Attn: City Manager	<b>To City:</b> City of Menlo Park Alex McIntyre Admin Bldg /City Hall, 2nd Floor 701 Laurel St Menlo Park, CA 94025 Attn: City Manager	<b>To Town:</b> Town of Atherton George Rodericks 91 Ashfield Drive Atherton, CA 94027 Attn: City Manager	<b>To County:</b> County of San Mateo John Maltbie 400 County Center, 1 <sup>st</sup> Floor Redwood City, CA 94063 Attn: County Manager
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**F. Entirety of Agreement.** This MOU, consisting of five pages, signature pages, one Exhibit A represents the entire and complete MOU between each party in the Collaborative and supersedes any prior negotiations, representations and agreements, whether written or oral.

**G. Debt Limitation.** The Collaborative is subject to laws or policies which limit their ability to incur debt in future years. Nothing in this MOU shall constitute an obligation of future legislative bodies of the Cities or County to appropriate funds for the purpose of this MOU.

**H. Conflict of Interest.** The Collaborative shall avoid all conflicts of interest in the performance of this MOU and shall immediately notify the Collaborative should a conflict of interest arise that would prohibit or impair the Collaborative’s ability to perform under this MOU.

**I. Disputes.** The Collaborative agrees that, with regard to all disputes or disagreements arising under this MOU that are not resolved informally at the staff level after a good faith attempt by the Collaborative, the Collaborative may, at their sole and mutual discretion, agree to engage in mediation. The costs of the mediation shall be divided equally between the parties of the Collaborative, unless otherwise agreed.

**J. Non-Discrimination.** Neither the Cities nor County will discriminate, in any way, against any person based on sex, pregnancy, childbirth or related medical conditions, race, veteran status, religion, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, gender (including gender identity and gender perception), sexual orientation, use of family medical leave, genetic testing, or any other basis protected by federal or state law. This policy shall apply to all employment practices.

**K. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

**7. Signatures.** In witness whereof, the Collaborative to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Exhibit A - Bayfront Canal and Atherton Channel Flood Management and Restoration Project, September 12, 2017.

**[SIGNATURES ON FOLLOWING PAGES]**

**MEMORANDUM OF UNDERSTANDING AMONG  
THE CITY OF REDWOOD CITY, CITY OF MENLO PARK,  
TOWN OF ATHERTON, AND COUNTY OF SAN MATEO  
FOR THE BAYFRONT CANAL AND ATHERTON CHANNEL  
FLOOD MANAGEMENT AND RESTORATION PROJECT**

**IN WITNESS WHEREOF**, the Collaborative hereto, by their duly authorized representatives, have executed this Memorandum of Understanding.

Each party in the Collaborative has executed a separate signature page.

APPROVED AS TO FORM:

City of Redwood City, a California  
Municipal Corporation

**By:** \_\_\_\_\_  
Veronica Ramirez  
City Attorney

**By:** \_\_\_\_\_  
Melissa Stevenson Diaz  
City Manager

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

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

cc: Aaron Aknin, Redwood City; Ramana Chinnakotla, P.E., Redwood City; Justin Murphy, P.E., Menlo Park; Marty Hanneman, Town of Atherton; Jim Porter, P.E. County of San Mateo



**MEMORANDUM OF UNDERSTANDING AMONG  
THE CITY OF REDWOOD CITY, CITY OF MENLO PARK,  
TOWN OF ATHERTON, AND COUNTY OF SAN MATEO  
FOR THE BAYFRONT CANAL AND ATHERTON CHANNEL  
FLOOD MANAGEMENT AND RESTORATION PROJECT**

**IN WITNESS WHEREOF**, the Collaborative hereto, by their duly authorized representatives, have executed this Memorandum of Understanding.

Each party in the Collaborative has executed a separate signature page.

APPROVED AS TO FORM:

City of Menlo Park, a California  
Municipal Corporation

**By:** \_\_\_\_\_  
William L. McClure  
City Attorney

**By:** \_\_\_\_\_  
Alex D. McIntyre  
City Manager

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

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

cc: Aaron Akin, Redwood City; Ramana Chinnakotla, P.E., Redwood City; Justin Murphy, P.E., Menlo Park; Marty Hanneman, Town of Atherton; Jim C. Porter, P.E. County of San Mateo

**MEMORANDUM OF UNDERSTANDING AMONG  
THE CITY OF REDWOOD CITY, CITY OF MENLO PARK,  
TOWN OF ATHERTON, AND COUNTY OF SAN MATEO  
FOR THE BAYFRONT CANAL AND ATHERTON CHANNEL  
FLOOD MANAGEMENT AND RESTORATION PROJECT**

**IN WITNESS WHEREOF**, the Collaborative hereto, by their duly authorized representatives, have executed this Memorandum of Understanding.

Each party in the Collaborative has executed a separate signature page.

APPROVED AS TO FORM:

Town of Atherton, a California  
Municipal Corporation

**By:** \_\_\_\_\_  
William B. Conners  
City Attorney

**By:** \_\_\_\_\_  
George Rodericks  
City Manager

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

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

cc: Aaron Aknin, Redwood City; Ramana Chinnakotla, P.E., Redwood City; Justin Murphy, P.E., Menlo Park; Marty Hanneman, Town of Atherton; Jim Porter, P.E. County of San Mateo

**MEMORANDUM OF UNDERSTANDING AMONG  
THE CITY OF REDWOOD CITY, CITY OF MENLO PARK,  
TOWN OF ATHERTON, AND COUNTY OF SAN MATEO  
FOR THE BAYFRONT CANAL AND ATHERTON CHANNEL  
FLOOD MANAGEMENT AND RESTORATION PROJECT**

**IN WITNESS WHEREOF**, the Collaborative hereto, by their duly authorized representatives, have executed this Memorandum of Understanding.

Each party in the Collaborative has executed a separate signature page.

APPROVED AS TO FORM:

County of San Mateo, a California  
Municipal Corporation

**By:** \_\_\_\_\_  
Brian Wong  
Deputy County Council

**By:** \_\_\_\_\_  
John Maltbie  
County Manager

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

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

cc: Aaron Akin, Redwood City; Ramana Chinnakotla, P.E., Redwood City; Justin Murphy, P.E., Menlo Park; Marty Hanneman, Town of Atherton; Jim Porter, P.E. County of San Mateo



## Exhibit A

### **Bayfront Canal and Atherton Channel Flood Management and Restoration Project** Prepared by County of San Mateo September 12, 2017

#### **Purpose:**

To complete the planning, design, environmental permitting, and secure property access rights for the Bayfront Canal and Atherton Channel Flood Management and Restoration Project (Project) on behalf of the Cities of Redwood City and Menlo Park, the Town of Atherton (Cities), and the County of San Mateo (the County) also referred to as the Bayfront Canal/Atherton Channel Collaborative (Collaborative). This is the first project in a series of anticipated future projects that will provide flooding relief to this cross-jurisdictional region.

#### **Project Background:**

The Bayfront Canal is located just north of Highway 101 in the City of Redwood City. The Bayfront Canal extends from west to east, from Douglas Court to Marsh Road and is bounded to the north by Cargill's salt ponds and to the south by residential and industrial properties. The Atherton Channel has approximately 6.5 square miles of tributary drainage area and discharges into the Bayfront Canal near Marsh Road. The Bayfront Canal has an additional 3 square miles of tributary drainage area, most of which is located on the south side of Highway 101. The combined flow from the Atherton Channel and Bayfront Canal, a total of 9.5 square miles of contributing area, discharges into Flood Slough through a tide gate control structure. The watershed area, Project location, and planned future projects within the watershed are summarized in Figure 1.

#### **Hydrology:**

The peak flow rates from the Bayfront Canal Hydrology and Hydraulic Evaluation, prepared for Stanford Hospital & Clinic in October 2013 by BKF, was used to calculate the proportional jurisdictional flow based on watershed areas. The flow contribution percentages presented in Table 1 will provide a baseline funding strategy. These contributions will be expanded upon based on participation and for funding of the construction and operation and maintenance phases of the Project. A reduction of flow contributions per jurisdiction will be evaluated if upstream detention and storm water capture projects are implemented within the watershed.

*Table 1. Jurisdictional Flow Contributions*

<b>Jurisdiction</b>	<b>Watershed Area %</b>	<b>Flow Contribution %</b>	<b>Financial Contribution %</b>	<b>Financial Contribution \$</b>
Town of Atherton	44	38.0	39.8	398,000
City of Redwood City	13	26.0	26.1	261,000
San Mateo County	20	22.0	22.6	226,000
City of Menlo Park	17	10.5	11.5	115,000
Town of Woodside	6	3.5	0.0	0

This Project is the first step towards providing capacity for future projects within the watershed to reduce flooding. The most recent proposed solution recommends the installation of 4 – 63" HDPE siphon pipes is shown in Figure 2. The alignment passes under Marsh Road to the north of Highway 101 and connects



## Exhibit A

to Pond S5 of the South Bay Salt Pond Restoration Project. This alternative needs to be developed adequately to be considered in the environmental permitting process.

### Stakeholders

- **Project partners (the Collaborative):** The Collaborative is composed of the City of Redwood City, City of Menlo Park, Town of Atherton, and the County of San Mateo.
- **Regulatory Stakeholders:** Regulatory stakeholders who require permits include the California Department of Fish and Wildlife (CAFWS), the Regional Water Quality Control Board (RWQCB), the US Army Corps of Engineers, the US Fish and Wildlife Services (USFWS), Caltrans, and the San Francisco Bay Conservation and Development Commission (BCDC).
- **Additional Stakeholders:** Additional key stakeholders who have contributed to the evolution of the project improvements include: Cargill, Stanford University, Stanford Medical, and the South Bay Salt Pond Restoration Project (SBSRP).

### Preliminary Design Workshop:

The Collaborative hosted a Preliminary Design Workshop to validate and agree on the preferred design of the proposed Project. The Preliminary Design Workshop included planning, hydraulic, geotechnical, structural engineering, and environmental compliance resources from the County's On-Call Engineering Service Agreements. The goal of the Preliminary Design Workshop effort was to validate and optimize the proposed design and to ensure that it considers environmental permitting and operational limitations and conditions that may impact the life and resiliency of the project. The following list summarizes the goals and outcomes of the workshop:

- **Review of existing conditions and Information.** Summarize existing information and garner support for a comprehensive alternative to use in the environmental permitting process.
- **Implementation strategy.** Collaborate on most recent hydraulic model results and agree on an implementation approach that best meets the environmental compliance and permitting requirements for the preferred alternatives.
- **Funding.** Develop high level engineering cost estimate for the preferred alternative and a funding strategy, which explores and considers multiple sources of funding in addition to Capital and traditional sources of funding.
- **Schedule.** Develop a preliminary schedule that includes Local, Regional, State and Federal stakeholder updates at key milestones.

Following the Preliminary Design Workshop, a representative member from each jurisdiction of the Collaborative will participate in the selection of the planning and design team. Regular Review Sessions will be held to incorporate stakeholder input and generate the most effective and resilient solution. Collaboration will take place through subject-specific workshops with project owners and stakeholders.

### Scope:

The scope of work for this Project is defined below. Representatives from the Collaborative will review and select consultants based on proposals submitted by planning, design, and environmental permitting teams from the County's On-Call Engineering Services Agreements to deliver the scope of services listed below. The Consultants will be responsible for validating and calibrating technical information and ensuring that the Project objectives, budget, and key milestones are met.



## **Exhibit A**

Task 1. Initial Hydraulic Analysis, Conceptual Design, and Review: A planning and design team will review previous hydraulic analysis and prepare preliminary designs necessary to initiate environmental permit negotiations. These initial designs will be reviewed in a Preliminary Design Review Workshop. This workshop will provide an opportunity for Cargill, a key stakeholder to review the proposed design. Consultants with potential conflict of interest will be excluded as the lead for this initial task.

Task 2. Land and Easement Negotiations: Land and easement negotiations with Cargill, Caltrans, and West Bay Sanitary District will be facilitated by the planning and design team to secure anticipated easements or to negotiate access for construction activities.

Task 3. Environmental Review and CEQA/NEPA Documentation: The environmental permitting team will prepare the necessary documents. The planning and design team will support the environmental permitting team through review, project description, and the purpose and need statements. This task will build upon the work completed by others for the SBSRP Phase 2 EIR/EIS.

Task 4. Final Design and Construction Documents: Plans and specifications will be prepared at the 60%, 90%, and 100% design stages. The final deliverable will be a set of construction ready plans, specifications and engineering estimates (PS&E). This Task will include construction permitting and grant acquisition.

Task 5. Bidding and Construction: Construction services such as contract bidding support, support for requests for information (RFI), and construction services will be part of an amended MOU or separate agreement.

### **Cost and Funding:**

Current estimates for planning, design, environmental permitting, and land negotiation tasks are estimated at approximately \$1,000,000. The initial funding contribution for this work from each jurisdiction was estimated based on the percentages listed in the flow allocations listed in Table 1, which will be reviewed under consultant Task 1. The Town of Woodside has decided not to participate and the 3.5% financial responsibility will be by flow contribution across the Collaborative. The updated MOU financial contribution percentages are as follows: Town of Atherton - 39.8%, City of Redwood City - 26.1%, County of San Mateo - 22.6%, City of Menlo Park - 11.5%, and Town of Woodside - 0.0%. This MOU includes all consultant costs to complete this PROJECT incurred as of the Notice to Proceed to the Consultant of September 26<sup>th</sup>, 2017(s). Funding contributions per jurisdiction, for construction, and operations and maintenance will need to be assessed and negotiated in an amended MOU or separate agreement. The Collaborative will actively pursue grant opportunities for funding planning, design, and construction throughout the duration of the MOU. Any grant awards will be distributed by contribution percentages, resulting in an overall reduction of project costs.

See Future Work below for potential reallocation of contributions.

### **Public Outreach and Education:**

A public outreach and education plan will be developed as part of the project. This outreach plan will be used to inform and educate the public and other stakeholders on the specifics of existing flood risks, potential solutions, and necessary green/grey infrastructure and operation and maintenance investments



## Exhibit A

needed to alleviate flooding in the area. Consistent messaging and informational materials will be shared with the Collaborative to publish on their respective websites and for public distribution. The goal of this effort is to ensure that the impacted communities and stakeholders have a clear understanding of the flood risk reduction this Project will provide, and to educate them on other projects in the system that will need to be completed to ensure the region remains resilient to flooding to the extent possible.

### Future Work:

The Project is limited to the planning, design, environmental permitting, and easement negotiations necessary to advertise for bidding. The deeds will be held by each jurisdiction. Negotiations of any necessary easements or land acquisitions will be facilitated with support from the County, the Collaborative, and the design Consultant. Future Addendums, MOUs, or Agreements will be required to address the construction and maintenance of the Project.

In addition to this Project, potential flood mitigation provided by upstream stormwater retention projects in the Bayfront Canal and Atherton Channel watersheds will be analyzed by the Collaborative as needed. Flow allocations per jurisdiction may need to be adjusted if it appears that upstream detention improvements reduce flow contributions to the Project. Table 2 below describes the potential future projects that may affect the existing flow contribution allocations listed in Table 1.

*Table 2. Potential Future Projects*

<u>Project</u>	<u>Responsible Party</u>	<u>Goal</u>	<u>Cost<sup>1</sup></u>	<u>Contribution<sup>2</sup></u>
Bayfront Canal and Atherton Channel Flood Management and Restoration Project	All Parties	Mitigate flooding adjacent to Bayfront Canal	\$7,000,000-\$8,000,000	N/A
Holbrook-Palmer Detention Basin (Las Lomas School District)	Town of Atherton	Retain dry weather flow and first flush for water quality treatment	\$13,600,000	TBD
Tide Gate Upgrades	All Parties	Prevent high tide waters from entering the watershed	TBD	N/A
South Bay Salt Pond Restoration Phase II	Coastal Conservancy	Receive flood waters from Bayfront Canal/Atherton Channel	TBD	TBD
Chrysler Pump Station	Menlo Park	Convey flood waters to Flood Slough	\$7,000,000	TBD
Douglas Ave Pump Station	Redwood City	Convey flood waters to Bayfront Canal	TBD	TBD
Broadway Pump Station	Redwood City	Convey flood waters to Bayfront Canal	TBD	TBD
Fifth Ave Pump Station	Redwood City	Convey flood waters to Bayfront Canal		TBD
Athlone Terrace Pump Station	San Mateo County	Convey flood waters to Atherton Channel (ultimately Bayfront Canal)	TBD	TBD

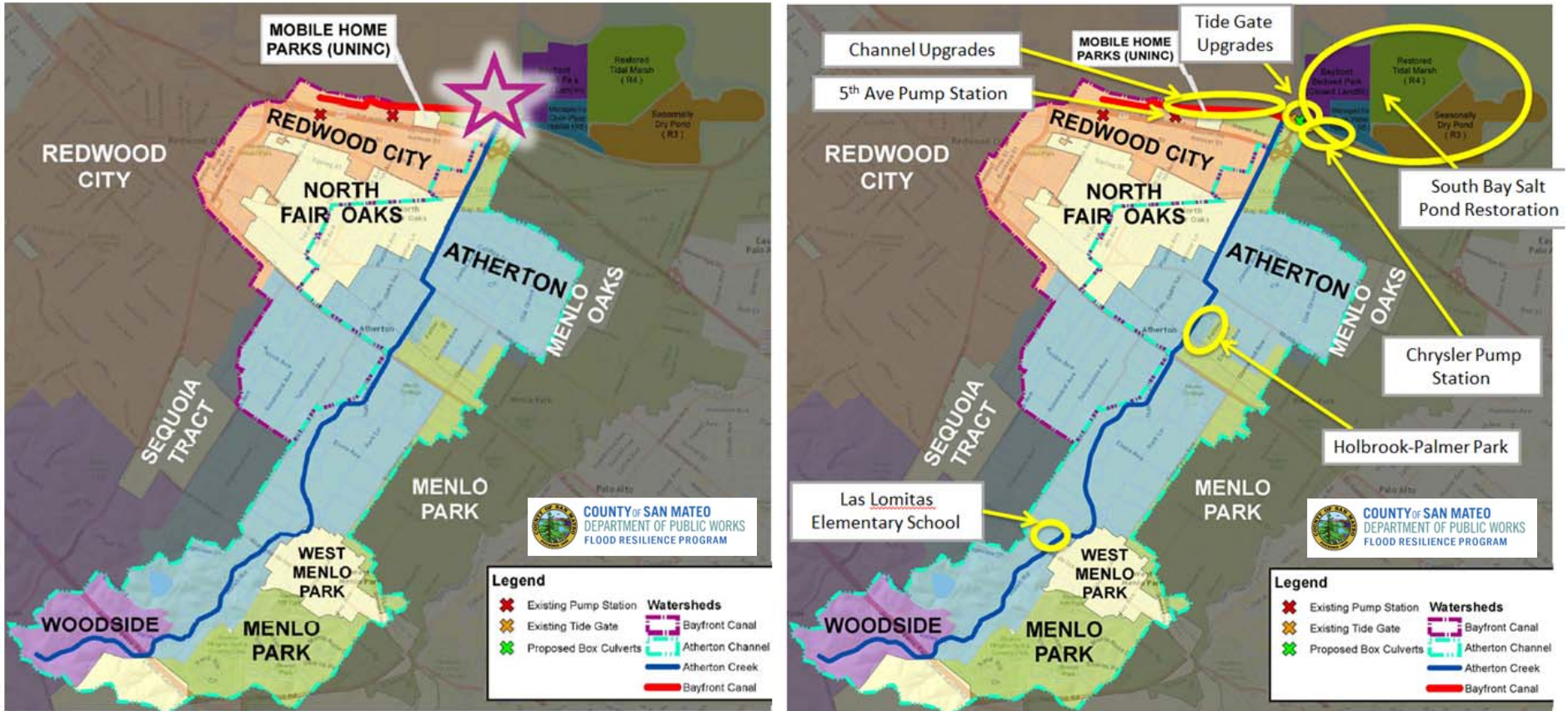
<sup>1</sup> Costs are approximate and do not include construction permitting, easements, or O&M.

<sup>2</sup> Flow reductions to system will be determined following hydrologic analysis.



**Exhibit A**

Figure 1. Bayfront Canal and Atherton Channel Project Location and Future Projects within Watershed

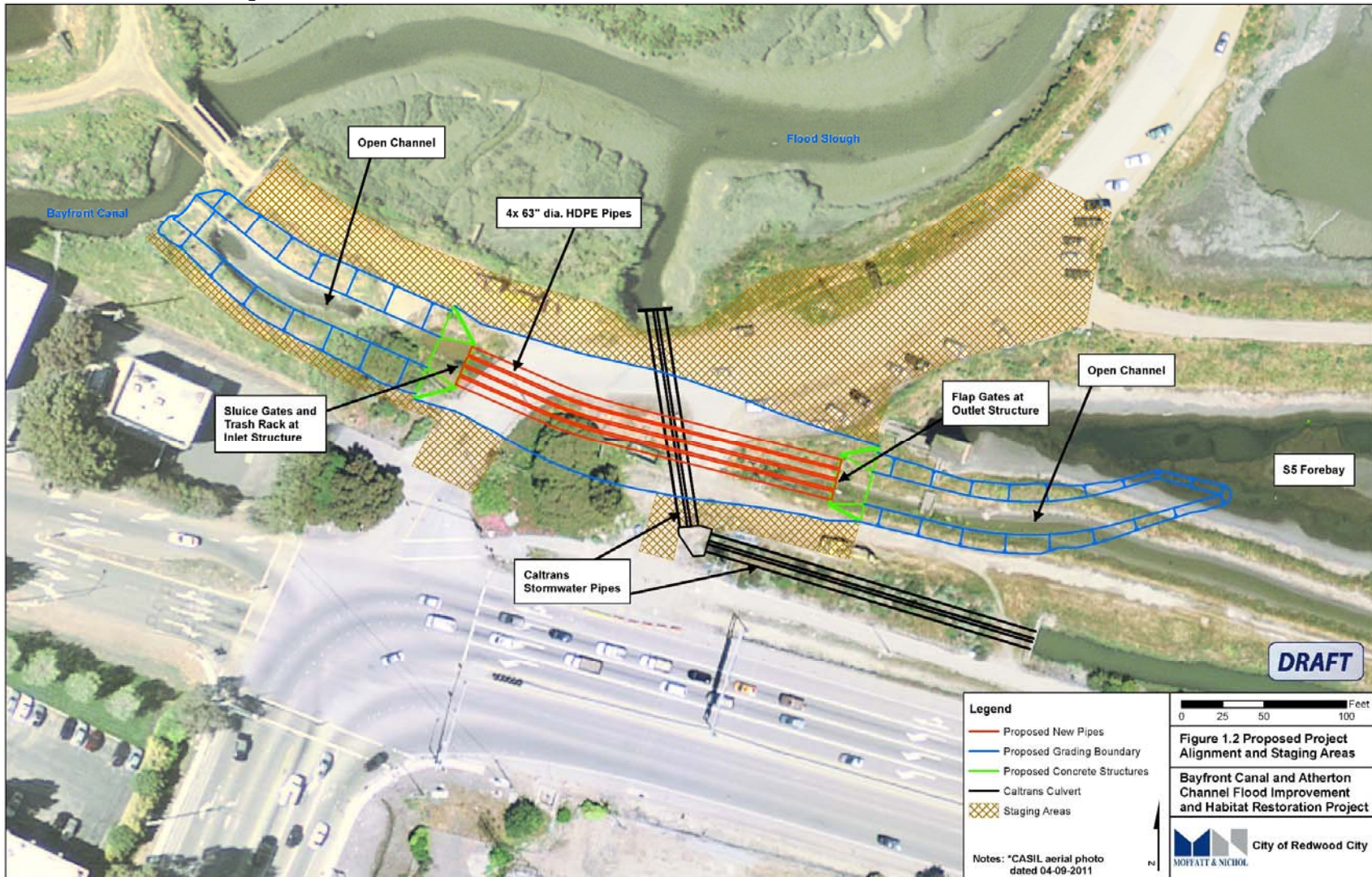






**Exhibit A**

Figure 2. Moffat and Nichol Design Alternative



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## STAFF REPORT

### City Council

Meeting Date:

10/10/2017

Staff Report Number:

17-238-CC

Regular Business:

**Identify a preferred alternative for the Ravenswood Avenue Railroad Crossing**

### Recommendation

Staff recommends that the City Council identify a Ravenswood Avenue Railroad Crossing (Project) preferred alternative based on the options outlined in the Analysis section below in order to finalize the Project Study Report and finish the 15% design plans to be eligible for future grant opportunities. The options for Council consideration are as follows:

- Option 1: Alternative A: Ravenswood Avenue Underpass
- Option 2: Alternative C: Hybrid with Three Grade Separated Crossings

### Policy Issues

The Project is prioritized in the 2017 City Council Work Plan (item No. 51) that was approved February 7, 2017. The Project is consistent with the City's Rail Policy and with the 2016 General Plan goals to increase mobility options to reduce traffic congestion and greenhouse gas emissions; increase safety; improve Menlo Park's overall health, wellness, and quality of life through transportation enhancements; support local and regional transit that is efficient, frequent, convenient and safe; provide a range of transportation choices for the Menlo Park community; and to promote the safe use of bicycles as a commute alternative and for recreation.

### Background

The existing railroad crossings along the Caltrain corridor cause traffic delays, congestion and impede traffic flow for all modes of travel at all times of the day and days of the week, creating an unreliable travel time in the east-west directions of travel. The high volumes of all modes of traffic using the local roadways at each of these railroad crossings and the frequency and speeds of the trains also create many safety concerns, especially at Ravenswood Avenue where the highest volumes of vehicles and bicycles are experienced. In the most recent three year period of collision records available, 20 collisions had been reported at or adjacent to the four Caltrain corridor crossings including one fatality involving a pedestrian in 2013 and one fatality involving a vehicle in 2015. The 2015 fatality prompted the City to install the improvements at the Ravenswood Avenue/Alma Street intersection that are currently in place. Future Caltrain rail traffic projections show increased train frequencies and increased gate down times for at-grade crossings that will further exacerbate the current traffic and safety concerns.

The Project is evaluating the engineering feasibility of replacing the existing at-grade railroad crossings of the Caltrain tracks by building grade separations of the roadways from the tracks at Ravenswood Avenue, Oak Grove Avenue, and Glenwood Avenue, with priority on Ravenswood Avenue. This study is building upon previous studies and is focused on the two alternative types that were previously determined to be the

most feasible, an Underpass (roadway lowered under rail tracks) and a Hybrid (roadway lowered and rail tracks elevated).

Key dates for the Project include:

- SMCTA awarded and programmed \$750,00 Measure A Grade Separation Program funds for the Project in November 2013;
- The Project was included in the Fiscal Year 2015-16 Capital Improvement Plan (CIP);
- City Council provided direction to proceed with study of Underpass and Hybrid alternatives in May 2015;
- Request for Proposals (RFP) was issued in December 2015 and a consultant was selected in February 2016 after proposal review and interview process;
- City Council approved award of the contract to AECOM in March 2016 and the Project began;
- Community Meeting #1 was held in May 2016 to introduce the Project and gather information and community feedback;
- Presentation was given to the Chamber of Commerce, Business and Transportation Issues Committee in September 2016;
- Meetings were held with representatives from the Police Department and Fire District in September 2016;
- Community Meeting #2 was held in October 2016 to present three alternatives (A, B, and C) and gather more community feedback;
- The Project was presented to the Bicycle Commission, Transportation Commission and Planning Commission in November and December 2016;
- A Study Session was held at the February 7, 2017, City Council meeting and City Council directed staff to return with additional information;
- A public Rail Information Meeting was held to present the status of the Project in March 2017;
- A Study Session was held at the April 4, 2017, City Council meeting and City Council provided direction to staff to narrow the options to Alternative A, Ravenswood Avenue Underpass, and Alternative C, Hybrid with three grade separation crossings, as described below. Alternative B (Hybrid with two grade separated crossings) was eliminated from further consideration at this meeting;
- Community Meeting #3 was held in June 2017 to present the remaining alternatives (A and C) and construction impacts and obtain community preferences;
- One-on-one meetings were held with various key stakeholders including Fire District, Police Department, property owners and business owners; and
- The Project was presented to the Planning Commission and Complete Streets Commission in September 2017, and each commission was asked to recommend a preferred alternative to City Council.

## **Analysis**

### ***Alternatives***

The current alternatives are described briefly below. Exhibits of each are included as Attachments A and B.

#### **Alternative A: Ravenswood Avenue Underpass**

Under this alternative, the rail tracks would remain at the existing elevation and Ravenswood Avenue would be lowered approximately 22 feet below existing elevation to run under the railroad tracks. Existing at-grade crossings at Oak Grove, Glenwood and Encinal Avenues would remain as existing with no changes.

#### **Alternative C: Hybrid with Three Grade Separated Crossings**

Under this alternative, grade separations would be constructed at Ravenswood, Oak Grove and Glenwood Avenues and the railroad profile elevation would be generally flat. The rail tracks would be raised

approximately 10 feet at Ravenswood and Oak Grove Avenues and approximately 5 feet at Glenwood Avenue. Ravenswood Avenue would be lowered approximately 12 feet, Oak Grove Avenue approximately 11 feet and Glenwood Avenue approximately 15 feet at the railroad tracks. A maximum rail elevation of approximately 10 feet from existing grade would occur from Ravenswood Avenue to Oak Grove Avenue including the station area.

### ***Community Meeting #3 Summary***

Following the April 2017 City Council meeting, the Project team hosted the third community meeting on June 7, 2017. Community members were able to review the proposed alternatives in greater detail including videos of flyover simulations for both Alternative A and C, hear about traffic impacts and mitigations, construction staging and impacts, see a potential railroad “shoofly” or temporary track alignment and layout, voice their preferences on a preferred alternative (A or C), and provide their input regarding the construction constraints and impacts. Exhibits from the previous community meetings were posted around the meeting room and a virtual reality station was set up for attendees to see the alternatives in more detail.

There were approximately 55 community members in attendance. The key outcomes of the meeting included:

- Over 85% of the community members expressed support for Alternative C, communicating the desire to grade separate more crossings and maintain greater east-west connectivity for all travel modes.
- The community members that expressed support for Alternative A communicated the desire to focus on the highest volume location and lowest cost option.
- Some community members expressed an interest in reconsidering a trench or tunnel alternative.
- Some community members expressed an interest in reconsidering a viaduct or fully raised track alternative.

A full summary of the meeting including all comments received, a copy of the presentation and the exhibits are posted on the City’s project web page at [www.menlopark.org/ravenswood](http://www.menlopark.org/ravenswood). The City Council received an informational update on the project following the Community meeting at its June 20, 2017 meeting.

### ***Commission Recommendations***

The Project team presented Alternatives A and C to the Planning Commission on September 11, 2017, and to the Complete Streets Commission on September 13, 2017, and requested that each Commission make a recommendation to City Council on a preferred alternative.

### **Planning Commission**

Planning Commission made a motion to recommend Alternative A as the preferred alternative with 4 voting in favor, 2 voting against and 1 absent. The motion additionally stated that they recommend that City Council be open to consider other options, that the Project team provide additional analysis for cost implications of other options such as the viaduct and that the Project team provide photos of the berm experience. Reasons for supporting Alternative A included:

- The visual impacts and “dividing” impacts of a wall or berm with Alternative C
- Cut-through traffic on Alma Street will be eliminated with Alternative A
- Alternative A will improve north/south bike connectivity on Alma Street
- Alternative A has a shorter construction time which means shorter period of disruption

Other items of discussion included:

- Additional renderings of the wall or berm in other locations of the City
- Other options were desirable to some, including trench/tunnel and viaduct
- Cost estimates for other options including trench/tunnel and viaduct were requested

### **Complete Streets Commission**

Complete Streets Commission made a motion to recommend Alternative C as the preferred alternative with 6 voting in favor, 3 voting against and 1 absent. Reasons for supporting Alternative C included:

- More grade separations are preferred
- Alternative C gives more direct access to the library from the intersection of Ravenswood Avenue and Alma Street
- Alternative C is more consistent with future expansion of rail operations
- Alternative C provides an overall solution rather than an interim solution

Other items of discussion included:

- Grade separating at Encinal Avenue either for all modes or for bicycle/pedestrian only is desirable
- Bicycle and pedestrian access at all crossings should be as robust as possible
- Breezeways throughout the wall/berm in Alternative C are essential
- Other options were desirable to some, including trench/tunnel and viaduct

### **Emergency Response Feedback**

Meetings with emergency responders, including the Menlo Park Fire Protection District and City Police Department representatives were held throughout the project to gather input on the alternatives and to obtain feedback on a preferred alternative. Both Fire District and Police Department representatives prefer Alternative C, which provides additional safety improvements by grade separating more crossings, improves cross-town traffic circulation by eliminating more train gate controls and delays, and provides improved access to area hospitals, located west of the railroad tracks. Ongoing coordination will be needed as any alternative progresses to coordinate on specific property access requirements for emergency response and throughout any construction efforts that may proceed in the future.

### **Property and Business Owner Outreach**

Meetings have been on-going with potentially impacted business and property owners. Feedback received from these stakeholders has been generally consistent with that received at the Community Meeting. Stakeholders associated with properties with potentially minor effects from the project generally prefer Alternative C. Stakeholders associated with properties with potentially major effects from the project on Oak Grove and Glenwood Avenues generally prefer Alternative A.

### **Alternatives Comparison Matrix**

Community feedback received to date was used to create an alternatives comparison matrix to assess the benefits and impacts of each Alternative, as can be seen in Attachment C. Important factors highlighted in the matrix include:

- Reduction in potential rail/vehicle conflicts;
- Improvement in east/west connectivity;
- Improvement in east/west pedestrian and bicycle access;
- Reduction in potential horn and gate noise;
- Maintaining the Alma Street/Ravenswood Avenue connection;
- Minimizing visual impacts;

- Minimizing property and driveway impacts;
- Minimizing disruption during construction; and
- Improving traffic pattern predictability.

Alternative A provides more moderate benefits with more moderate impacts, while Alternative C provides greater benefits with greater impacts for most of the comparison factors.

### **Next Steps**

City Council is being asked to select a preferred alternative at the October 10, 2017, meeting. Once the City Council has selected a preferred alternative, the Project team will complete the 15% design plans and the project report. Upon completion, City staff will then explore funding opportunities to advance the project to the environmental study and design phase. Based upon typical planning level estimates, the environmental study and design phase could take approximately 3-5 years depending upon funding availability, followed by securing funding for construction and approximately 3-5 years of construction. Depending upon availability of funding sources, this schedule could be expedited.

Key remaining milestones are summarized below:

<b>Key Project Milestones</b>	
Preferred Alternative Selection by City Council	October 10, 2017
Project Completion (i.e., 15% design, project report)	December 2017
Staff to begin applying for environmental/design funding	December 2017

### **Impact on City Resources**

The Project was included in the CIP for FY 2015-16, with a total budget in the amount of \$750,000. Through the Measure A Grade Separation Program, the SMCTA will reimburse the City up to \$750,000 for the Project. Including contingency and staff time, the total approved budget is \$825,000. Staff resources are available to complete the existing scope.

### **Environmental Review**

The results of this phase of the Project will identify required environmental reviews and studies required to advance the Project. Environmental reviews and studies will be completed as part of the next phase of work, not as part of this scope.

### **Public Notice**

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Additional public notification was achieved by sending citywide postcards in early September 2017, including in the City Council Weekly Digest on October 6, 2017, posting Citywide on NextDoor and sending an email to the Public Works project interest list.

### **Attachments**

- A. Alternative A exhibits
- B. Alternative C exhibits
- C. Alternatives Comparison Matrix

Staff Report #: 17-238-CC

Report prepared by:  
Angela R. Obeso, Senior Transportation Engineer

Report reviewed by:  
Nicole H. Nagaya, Assistant Public Works Director

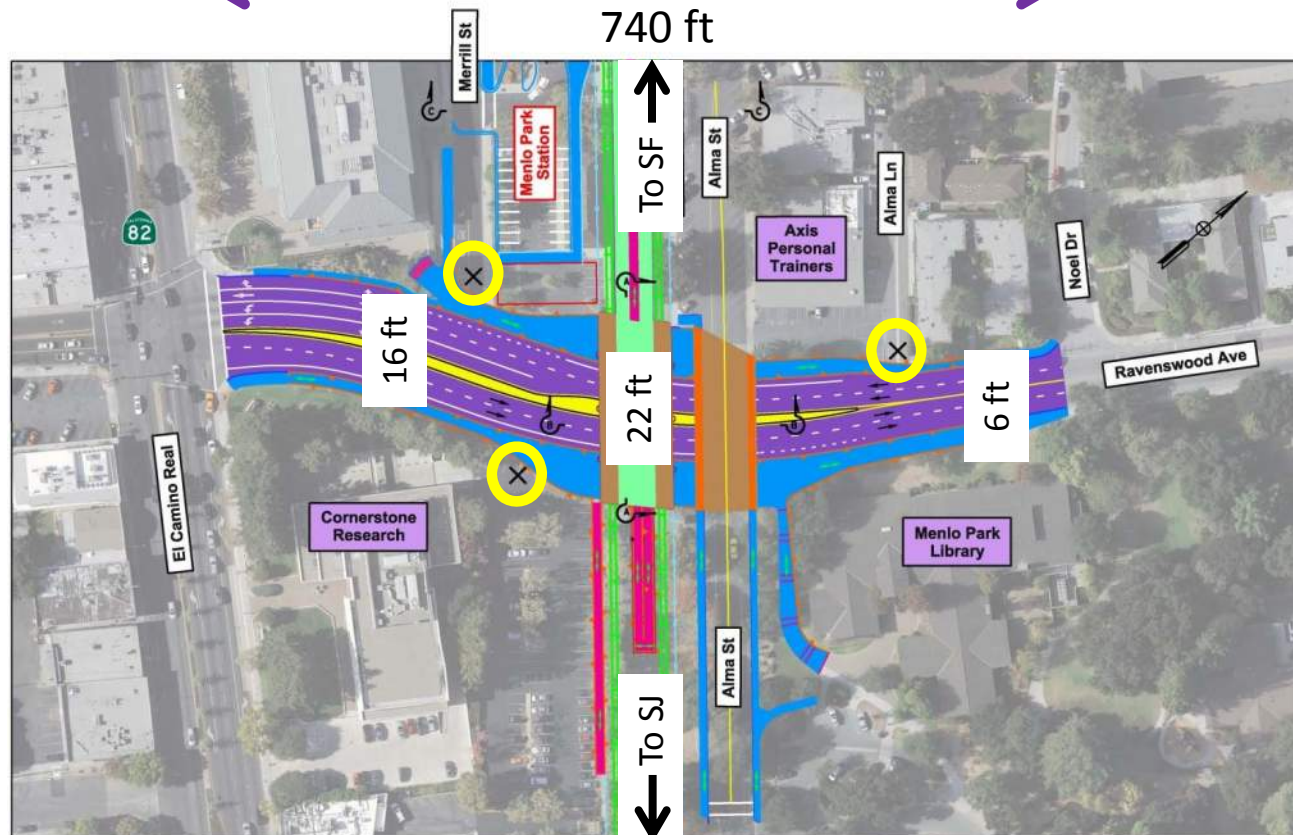
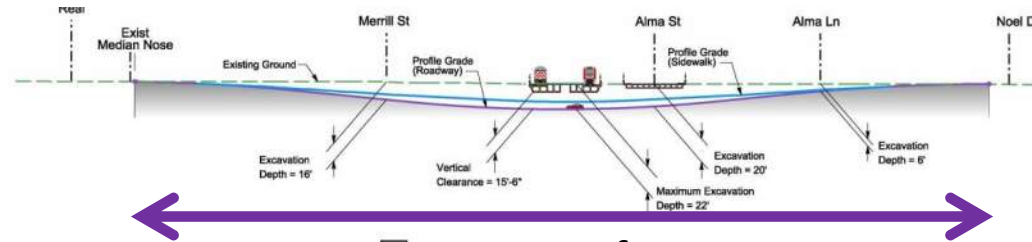


A

ALTERNATIVE A: UNDERPASS  
(RAVENSWOOD ONLY)

# Alternative A

Ravenswood Ave



Ravenswood Avenue Railroad Crossing Project





ALTERNATIVE A: UNDERPASS  
(RAVENSWOOD ONLY)

# Alternative A

## Photo Simulation Looking East along Ravenswood



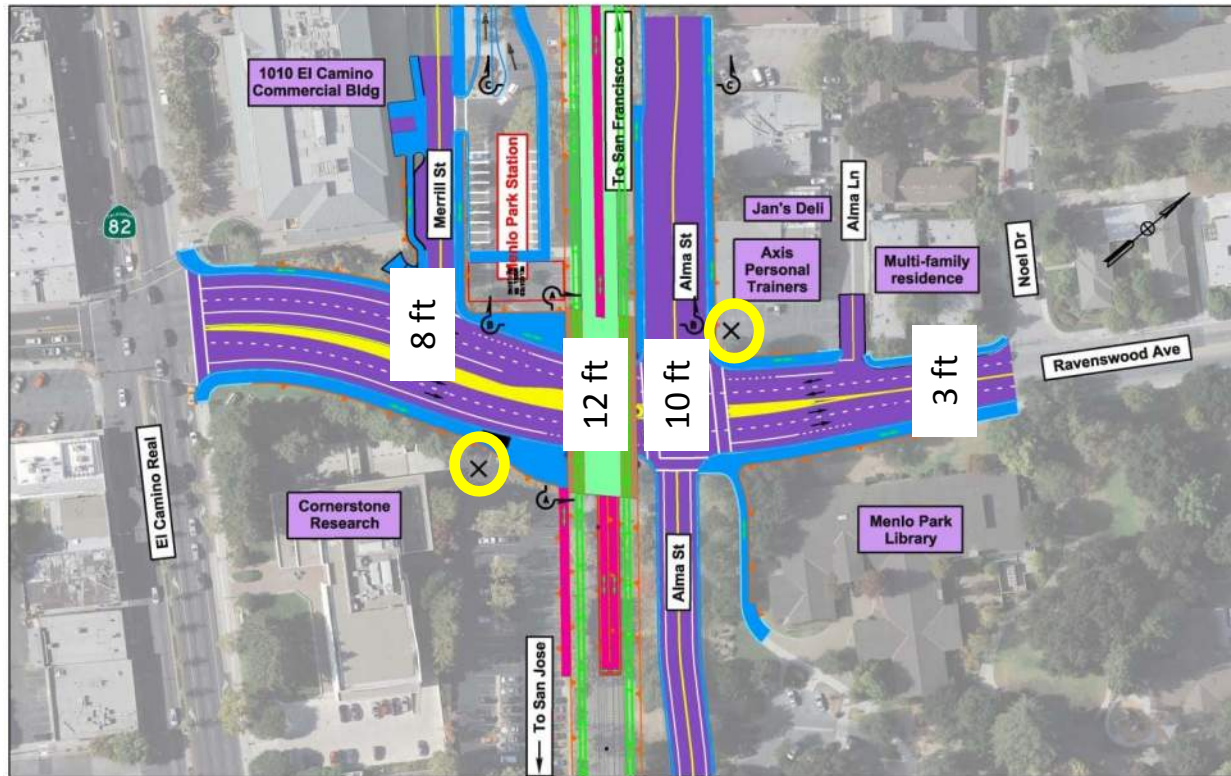
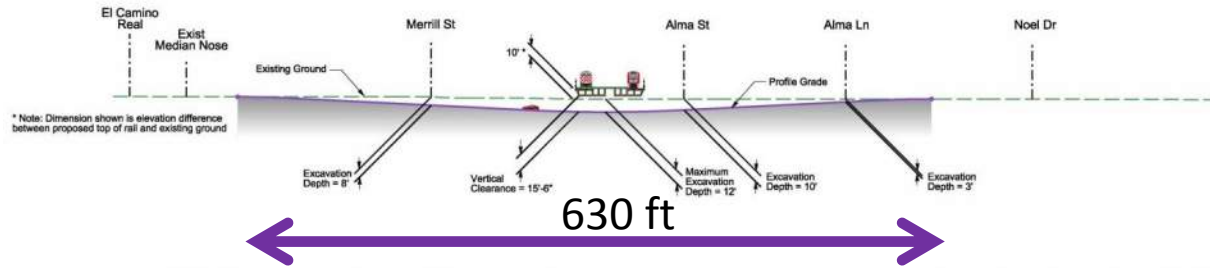
Ravenswood Avenue Railroad Crossing Project





# Alternative C

## Ravenswood Ave



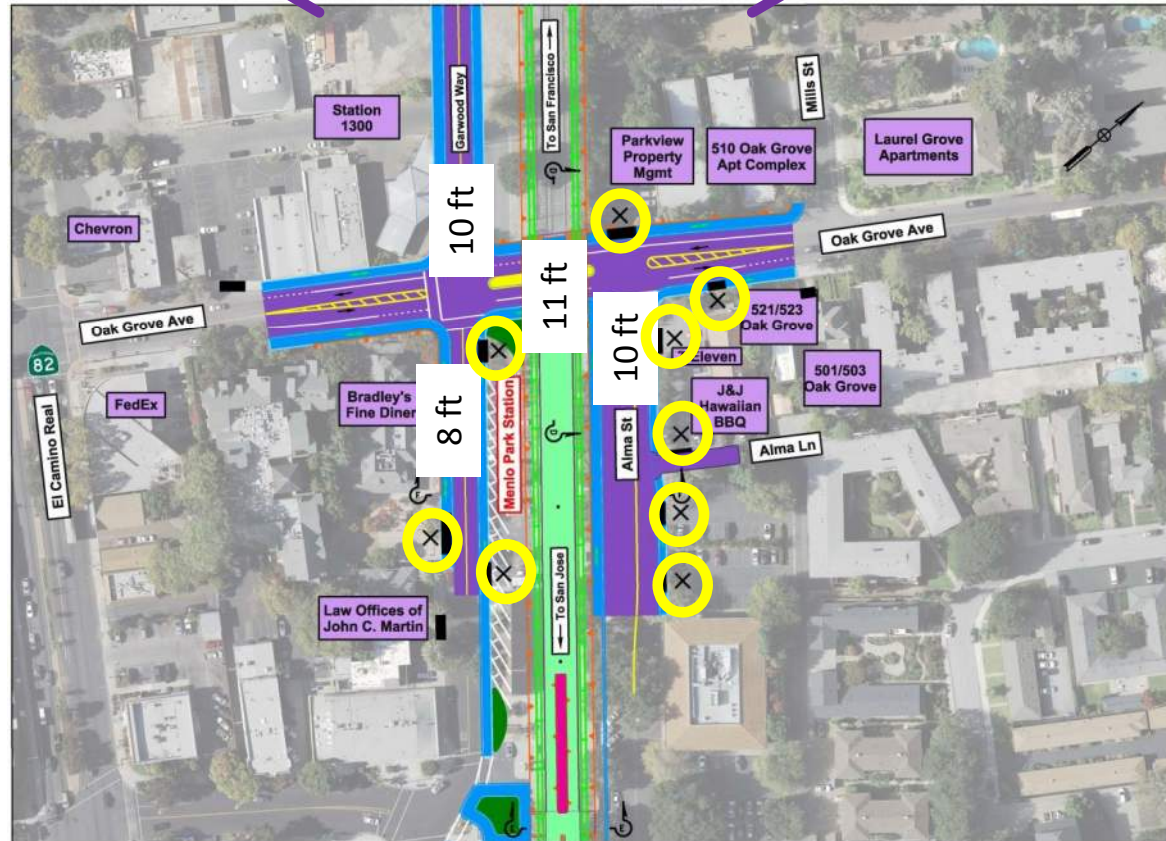
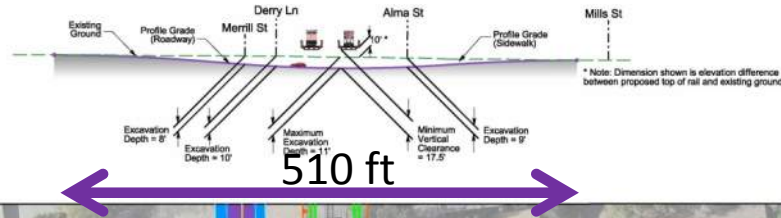
### Ravenswood Avenue Railroad Crossing Project





# Alternative C

## Oak Grove Ave



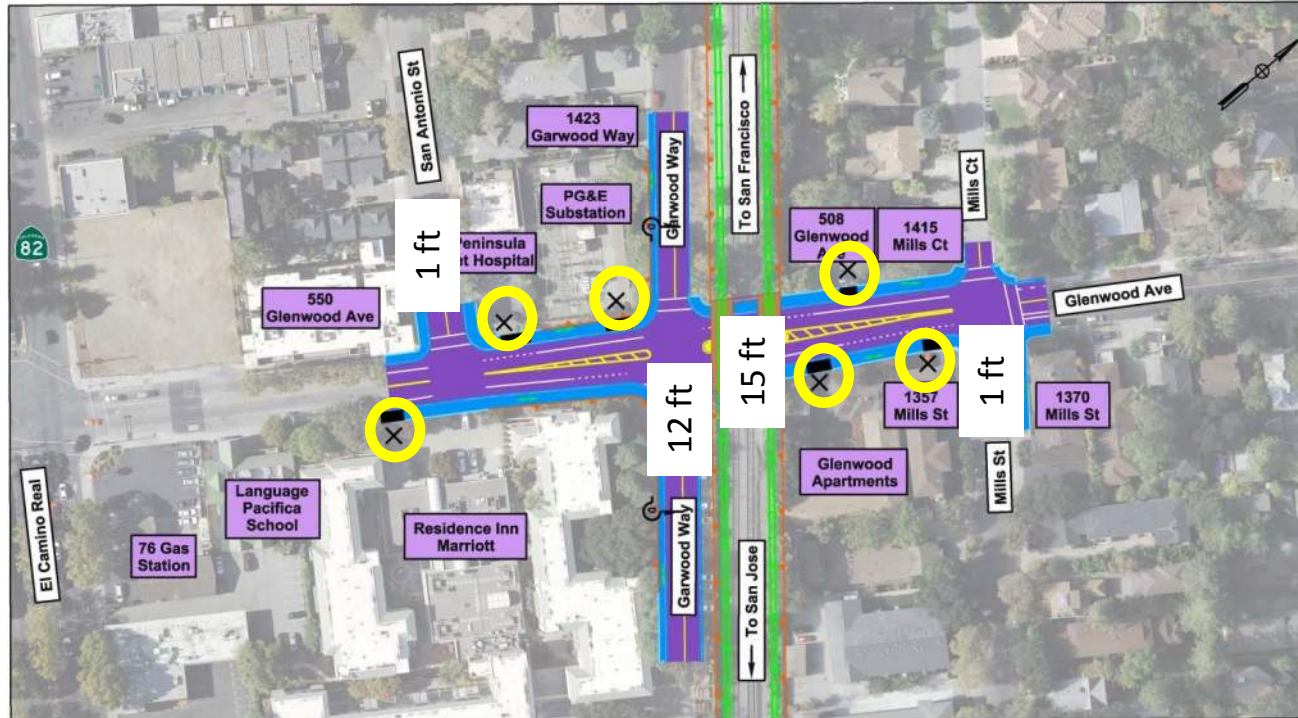
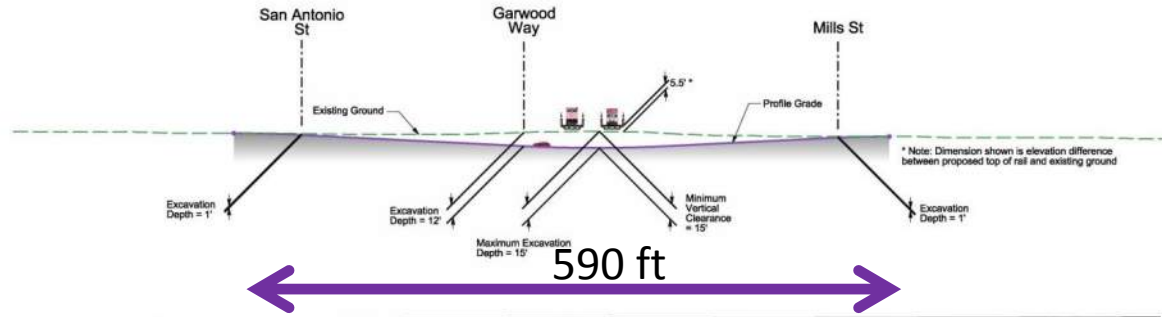
Ravenswood Avenue Railroad Crossing Project





# Alternative C

## Glenwood Ave



Ravenswood Avenue Railroad Crossing Project



# Alternative C

## Simulation Looking East along Ravenswood



Ravenswood Avenue Railroad Crossing Project

# Alternatives Matrix

	A	C	
<b>Alternatives →</b>	ALTERNATIVE A: UNDERPASS (RAVENSWOOD ONLY)	ALTERNATIVE C: HYBRID (RAVENSWOOD, OAK GROVE, & GLENWOOD)	
Reduce Potential Rail/Vehicle Conflict			Three grade separations for Alt C vs. one for Alt A
Improve East/West Connectivity			More grade separations, better east/west mobility across town
Improve East/West Ped/Bike Access			Increased safety and connectivity for Alt C
Reduce Potential Horn & Gate Noise			With elimination of at-grade crossings, horn or gate noise will potentially be reduced
Maintain Alma St/Ravenswood Ave Connection			No direct access to/from Ravenswood from/to Alma St for Alt A
Increase Visual Impacts			Railroad profile remains at current elevation for Alt A
Minimize Property/Driveway Impacts			More impacts to properties with 3 grade separations, Alt C
Minimize Disruption During Construction			Fewer roads and properties impacted during construction for Alt A
Improve Traffic Pattern Predictability			Improved traffic circulation for Alt C
Order of Magnitude Cost	\$160-200M*	\$310-390M*	Lower overall cost for Alt A

Improvement



Impact

\* Preliminary (Subject to Change)

Ravenswood Avenue Railroad Crossing Project



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## STAFF REPORT

### City Council

**Meeting Date:** 10/10/2017

**Staff Report Number:** 17-243-CC

**Regular Business:** Approve next steps for library system improvements

### Recommendation

Staff recommends that City Council consider and approve the following items related to library system improvements:

1. Establish a 7-member Belle Haven Neighborhood Library Advisory Committee to serve in an advisory role to staff;
2. Approve an appropriation for immediate improvements to the branch library in the amount of \$140,000;
3. Approve the scope of the public outreach for the siting of an improved library building on the Civic Center campus;
4. Authorize an increase in total number of full time equivalent personnel by 1.0 to add a full-time Assistant to the City Manager position to oversee the library system improvements, public outreach and communication;
5. Establish a new special revenue fund titled "Library System Improvements Fund" to be used for all costs associated with library system improvements;
6. Amend the fiscal year 2017-18 adopted budget to include an initial transfer of \$1 million from the General Fund's unassigned fund balance to the new Library System Improvements Fund; and
7. Increase the City Manager's contract award authority from \$66,000 to \$250,000 and waive purchasing requirements for all contracted services required by the Library System Improvements Fund to expedite the project.

### Policy Issues

The City Council adopted work plan prioritizes the use of City resources to meet goals that deliver the projects and services desired by the City Council and community. The City Council maintains authority over budgeting as well as award of contracts exceeding \$66,000. The recommendation to amend the adopted budget, establish a new special revenue fund, increase authorized personnel and increase the City Manager's authority to award contracts up to \$250,000 related to this project, requires City Council approval.

### Background

At their July 18, 2017, meeting, City Council approved receipt of a philanthropic offer from John Arrillaga to assist in the construction of a new main library building to be located on the Civic Center campus. City Council directed staff to return August 22, 2017, with a more detailed work plan to advance the project. Staff presented next steps for a building to be constructed on the Civic Center campus. Residents and Councilmembers expressed a preference for improvements to the library system as a whole, both the Belle Haven branch library and the Civic Center main library. A City Council subcommittee of Mayor Keith and Councilmember Cline was created to guide the library system improvement process. The City Council Subcommittee and City Manager met with Mr. Arrillaga to discuss further improvements to the project. The

project as it now stands could include City Council and community desire for improved library facilities for both the Belle Haven branch and the Civic Center main. The main library project may also include affordable housing and public meeting space that could be used as a City Council Chambers. Questions remain about siting the main library and the details of additional uses that would be added to the building. Mr. Arrillaga's generous offer applies only to the library building on the Civic Center campus.

## **Analysis**

Staff has continued the work of planning for the project. They will continue to develop cost estimates and timelines for moving the project forward. Next steps are detailed in the following section.

Proceeding with multiple facility reconstruction projects requires a number of steps to ensure buildings are planned, designed and constructed efficiently.

### Appoint a Belle Haven Neighborhood Library Advisory Committee

A City Council appointed 7-member advisory committee would begin by participating in the Library Needs Assessment project and would continue to provide input to staff and consultants as the branch portion of the system improvements move forward. Staff suggests that the Committee be comprised of one member each from the Library Commission and the Library Foundation, two members of the City Council, and three resident members from the Belle Haven neighborhood. Typical Commission selection procedures to seat the Committee members would take place at a future City Council meeting, following an application process.

### Approve an appropriation for immediate improvements to the Belle Haven branch library

Staff recommends that the City Council approve an appropriation of \$140,000 for immediate improvements at the Belle Haven branch library. The appropriation would pay for new carpet and paint, new furniture, other physical improvements and a refresh of the collection of materials available for adult library users.

### Design Open House to gather public input on siting and usage options for the Main Campus library

To determine the preferred location of the library on the Civic Center Campus and potential shared uses, staff recommends that community input be gathered now through a series of open houses facilitated by staff and qualified consultants.

The siting and usage engagement would minimally consist of:

- Three public input meetings to share information about the project, and gather feedback on the siting options and possible additional uses for a shared facility
- An online tool to gather input from those who are unable to attend the public meetings including video information on modern public libraries
- A public tour of recent library projects completed to help understand modern, 21st century library projects and similar mixed use projects
- A City-hosted project page created to consolidate information and capture additional public input and provide ongoing updates to the project status

These public meetings would gather input from residents, stakeholders and City commissioners (e.g., Library, Planning, Housing, Complete Streets and Parks & Recreation) to help inform the public about siting issues and potential shared uses.

The preferred site and potential shared uses conclusion would then be provided to the City Council for consideration. The siting and usage information is necessary in order to begin the environmental review

process.

#### Approve an interim project manager position

It will be essential that a new project manager position be created to lead this effort. This new management-level provisional position will coordinate the myriad moving parts associated with a high-profile project of this nature. Given the timeline for this project, it is estimated that this position will be needed for at least five years or until such time that the library work is complete. Staff recommends that the position be located in the City Manager's office, as an Assistant to the City Manager.

#### Project funding

At their August 22, 2017, meeting, the City Council considered options for funding library system improvements brought forward by staff with input from the Finance and Audit Committee. The Committee recommended that the City first explore the sale of city assets to raise funds for the project, then use unassigned fund balance in the General Fund, and finally use bond financing to cover the remainder of the City's obligation for the project. Staff recommended against linking the library project with the sale of City asset(s) given the complexity associated with and the time required for the disposition of City assets. The costs associated with the project are estimated to be \$20 million of construction costs and an estimated \$10 million for soft costs. Mr. Arrillaga has agreed to cover construction costs for the main library building in excess of \$20 million. The City may also be obligated to fund additional building uses desired by the community and suggested by the City Council (e.g., housing and a large program room that could be used as a City Council chambers) and the building's siting could affect the City's overall cost for this portion of the library system improvements.

The process for determining the uses, size and location of an improved facility in the Belle Haven neighborhood will begin with the Library Needs Assessment in November.

The Library Subcommittee, in concert with staff, will develop alternatives and a recommendation to Council on how to proceed with a funding plan.

#### Create and seed a new fund

Staff recommends that the City Council approve the creation of a new Fund in the City's accounting system, to be titled the "Library System Improvements Fund." Additionally staff recommends that this Fund be seeded with a transfer of \$1 million from the General Fund, and that the City Manager's purchasing authority be raised to allow for the expeditious advancement of the outreach and siting process and the initial work needed to prepare for an environmental impact report.

#### **Next Steps**

Over the next several months, staff and consultants will work to perform the siting analysis and begin laying the groundwork for the required environmental review for improvements to the main library building. The Library Needs Assessment for the Belle Haven neighborhood begins in November. The Belle Haven Neighborhood Library Advisory Committee will assist staff throughout the Library Needs Assessment for the Belle Haven neighborhood.

#### Staff is requesting the City Council take the following actions:

- Appoint a Belle Haven Neighborhood Library Advisory Committee that would be charged with advising staff and consultants throughout the system improvements in the Belle Haven neighborhood;
- Approve the scope of the public outreach to gather siting input for the main library
- Approve 1.0FTE for an Assistant to the City Manager position, to manage the library improvements projects;

- Create and allocate \$1 million from the General Fund Reserves for a new Library System Improvements Fund;
- Authorize the City Manager to sign and execute contracts related to the library project up to the budgeted amount;
- Explore the timing of a ballot measure to seek public input on the use of debt financing for improvements to the library system; and
- Direct staff to return to the City Council with progress updates

### **Impact on City Resources**

To begin the project planning process, the recommendations contained in this report require an initial budget of \$1 million. Staff recommends an appropriation of \$140,000 for immediate improvements to the Belle Haven branch library. Some City Council work plan priorities will be affected for the remainder of the calendar year by the work on the library system improvements and ongoing vacancies.

### **Environmental Review**

No environmental review is required at this time. An environmental review according to the California Environmental Quality Act (CEQA) will be necessary for the project if it moves forward.

### **Public Notice**

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

Report prepared by:  
Nick Szegda, Assistant Library Services Director



**STAFF REPORT**

**City Council**

**Meeting Date:** 10/10/2017

**Staff Report Number:** 17-246-CC

**Regular Business:** Approval of bonus for City Manager Alex D. McIntyre

**Recommendation**

Consider approval of a cash bonus in the amount of 3% of salary (\$6,654.00) to City Manager Alex D. McIntyre.

**Policy Issues**

There are no direct policy issues presented by the proposed bonus.

**Background**

The City Council completed a review of Mr. McIntyre's performance in closed session February 28, 2017. At that time, the City Council desired to approve a cash bonus at its March 14, 2017, City Council meeting, and conduct another performance review in September 2017 to consider an additional bonus.

**Analysis**

The City Council met in closed session September 26, 2017, to discuss Mr. McIntyre's performance. Upon conclusion of the discussion, the City Council determined it desired to approve a 3% bonus. This equates to \$6,654.00. The bonus is not included in Mr. McIntyre's pensionable compensation.

**Impact on City Resources**

There is sufficient funding to cover Mr. McIntyre's bonus in the adopted fiscal year 2017-18 budget.

**Public Notice**

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

Report prepared by:

Lenka Diaz, Human Resources Manager

William L. McClure, City Attorney

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## STAFF REPORT

### City Council

Meeting Date:

10/10/2017

Staff Report Number:

17-241-CC

Informational Item:

Update on bus shelter installation in Belle Haven

### Recommendation

This is an informational item and does not require Council action. This report has been updated since September 26 with additional information on the shelter installation location and estimated delivery date.

### Policy Issues

As part of the City Council Work Plan for 2017 (Item No. 67), staff is pursuing installation of new bus shelters in the Belle Haven neighborhood of Menlo Park. The Circulation Element of the General Plan includes policies that support and encourage the use of public transit. The installation of bus shelters would support these policies.

### Background

Bus shelters are an amenity provided at major transit stops, providing cover from sun or weather, seating and information about the transit system. Typically, bus shelter and transit stop amenities such as benches, trash cans, maps, and signs are provided by the transit agency that provides the service. Within Menlo Park, public transit service is provided by SamTrans and Alameda County (AC) Transit, which operates the Dumbarton Express bus service.

In 2006, SamTrans, through its contract with Outfront Media, initiated a program to replace existing bus shelters throughout the County with a new design. Outfront Media currently replaces and maintains shelters at no-cost to SamTrans or local agencies by allowing advertisements to be posted within the shelter. The revenue generated by advertisements fully covers the capital cost of installation as well as ongoing maintenance for the shelter.

SamTrans' bus shelter policy states that shelters are considered for installation based on the following criteria:

- Stops serving more than 200 passengers each day
- 75 percent of shelters shall be located in census tracts on routes associated with urbanized areas
- Distribution of shelters county-wide should match the distribution of minority census tracts
- Locations for shelters with advertisements are chosen by the vendor based on the visibility and traffic

### Analysis

On March 15, October 25, and December 6, 2016, staff provided updates to the Council on the status of bus shelter installation. The December 6, 2016 update outlined potential locations for bus shelter installation, including Market Place Park, Onetta Harris Community Center that serve SamTrans routes. City crews completed site preparation work at Market Place Park in December 2016 and January 2017 to ready

the site for installation. Ordering, production and delivery of the bus shelter took several months, and the shelter at Market Place was installed on July 22, 2017.

Staff also ordered two additional shelters in mid-July 2017 directly from the same vendor that supplies the SamTrans shelters, Tolar Manufacturing. As noted in previous staff reports, ordering, production and delivery of the shelter typically takes 3 to 4 months. Staff was originally preparing for delivery at the 3-month mark in mid-October, based on Tolar's best estimate for actual delivery date at the time the shelters were ordered. Staff recently checked with the manufacturer to ensure site preparation work was completed on time, and the estimated delivery date is now closer to the 4-month range, with delivery in late November 2017. This longer lead time is due to the manufacturing taking longer than expected. The current estimated delivery timeline represents an approximate 6-week delay from staff's original anticipated installation timeline and 2-week delay from the range of Tolar's original estimate. Staff is continuing to emphasize to Tolar the importance of the shelter installation to install them prior to the winter rainy season approaching, and will continue to work with Tolar to expedite the delivery timeline as much as possible.

During the last few weeks, City staff has also worked to find an improved bus shelter installation location that would minimize the relocation of parking and impacts to the drop off area at the Belle Haven Pool. The previous and current proposed locations are shown in Attachment A. Working collaboratively with Beechwood School representatives, the City has identified a bus shelter location closer to the current SamTrans Route 281 stop in front of Beechwood School at the intersection of Terminal Avenue and Del Norte Street. In the coming weeks, City and contractor crews will work to complete site preparation work to prepare for installation.

Staff will also continue to coordinate with AC Transit, which operates Dumbarton Express bus service on Willow Road, to determine feasibility of shelters at stops on Willow Road at Newbridge Street, Ivy Drive and/or Hamilton Avenue. Additional coordination with Caltrans may also be required depending on the specific location.

### **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. Proposed Bus Shelter Location

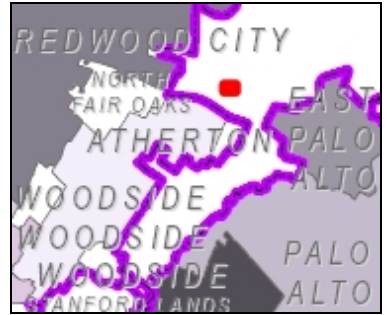
Report prepared by:

Nicole H. Nagaya, Assistant Public Works Director





# Proposed Bus Shelter Location



### Legend

- Public Facilities
- School Names
- Parks
- SF Bay and Wetlands
- Creek Names
- Street Names Large Scale
- Sphere Of Influence
- City Limits
- Pedestrian Overcrossing
- Railroad
- Bridge Culvert
- Streets
  - Major Streets
  - Paper
  - Private Street
- Parking Plazas
- Golf Course
  - Parking
  - Path
  - Driving Range
  - Fairway
  - Green
  - Sand Trap
  - Tee
  - Building
  - Tennis Court
  - Water
  - Golf Course
- Travel Ways
  - Road
  - Landscape
  - Median
  - Private
  - Railroad
  - Paper
- Parks
- Schools
- Public Facilities

1: 1,000



166.7 0 83.33 166.7 Feet

NAD\_1983\_StatePlane\_California\_III\_FIPS\_0403\_Feet  
City of Menlo Park GIS

This map is for reference purposes only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. The City of Menlo Park and its staff shall not be held responsible for errors or omissions. Please contact City staff for the most current information.

### Notes

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## STAFF REPORT

### City Council

Meeting Date:

10/10/2017

Staff Report Number:

17-236-CC

Informational Item:

**Update on Belle Haven Pool facility audit and master plan**

### Recommendation

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

### Policy Issues

The project is consistent with City policies and 2017 Menlo Park City Council Work Plan item No. 11 – Complete Belle Haven Pool facility analysis and audit. The Belle Haven Pool is an important neighborhood facility that provides recreational swimming, subsidized swim lessons, lap swimming, age group water polo and more directly to Belle Haven residents in their own neighborhood. It is the City's only neighborhood pool.

### Background

The Belle Haven Pool is located at 100 Terminal Ave., in Menlo Park, adjacent to the Onetta Harris Community Center, the Menlo Park Senior Center, the Belle Haven Youth Center and the Kelly Park playing fields. The facility began operations in the 1960s and has been repaired and modified over the years. Traditionally, the pool has operated seasonally for 8-10 weeks in the summer months but began operating year-round in fiscal year 2012-13 when the City's pool operator, Team Sheeper, Inc. (formerly Menlo Swim & Sport), expanded programming and pool usage. Since then, the Belle Haven Pool has seen increased demand and usage as a result of the expanded programming. Usage is anticipated to increase further due to new development in the vicinity.

The entire facility occupies approximately 20,000 square feet and includes the main pool, baby pool, decking and pool house. The main pool is a 25 meter outdoor swimming pool with shallow and deep ends. In addition to the main pool, there is a separate wading pool with its own adjacent mechanical building. The existing pool house is a 1,760 square feet single story structure containing a staff office, men and women's locker rooms with showers, and the main pool mechanical room and chemical storage area.

Given that the current pool infrastructure is inadequate to support the long-term impacts of a year-round operation or to meet future demand, the City issued the Belle Haven Pool Facility Audit and Master Plan Request for Proposals (RFP) to conduct a comprehensive study. The study would determine the mitigations necessary to keep the pool viable in its current configuration and explore the potential for a new or remodeled facility to meet the future demand. Staff issued an RFP June 17, 2016, and received five consultant proposals. A panel of staff members reviewed the proposals and invited the two most qualified consultants to interview for the project. Interviews were conducted July 25, 2016, and Jeff Katz Architecture (JKA) was selected as the most qualified consultant based upon their expertise in similar projects and their understanding of the project scope.

JKA's scope of work included a thorough facility audit and plumbing investigation, development of an equipment repair/replacement/maintenance plan, master planning options for a new and/or renovated facility, financial impact studies, and presentations to the Parks and Recreation Commission and the City Council. The Project allows the City Council to identify recommended alternatives and future studies required.

The project kick off meeting was held October 25, 2016, to refine and lay out the scope of work over the course of the fiscal year. Work began in the fall with a site review and completion of an existing conditions report that included an audit of the pool's filtration, purification and circulations systems, pool house, decking and lighting. This included both underground and above grade pool circulation plumbing for integrity and leak detection. All areas were inspected and evaluated based on current legal requirements and industry best practices. ADA compliance and user's comfort and convenience when using the pool house, locker rooms and showers were also reviewed.

The Parks and Recreation Commission received a draft of the Belle Haven Pool Audit and Analysis at their meeting February 22, 2017, and provided feedback to City staff. The audit included a description of each component, proposed and alternative solutions to issues, remaining life span of equipment, priority status and more. The audit (Attachment A) prioritizes the various components as:

1. Safety / Code – Items that effect public/staff safety or are in conflict with a current code requirement
2. Maintenance / Function – Items that are in need of maintenance or effect the performance/function of the facility or programming
3. Industry Standard / Enhancement – Items that are suggested to improve the facility

At their meeting April 26, 2017, the Parks and Recreation Commission received the final draft of the pool audit along with site plan options as part of the overall Belle Haven Pool Master Plan. As part of their scope of work, JKA prepared three options for the City's consideration:

1. Improvements needed to meet current health and safety codes
2. Upgrades to meet code and industry standards, provide for a modest increase in programming, utilize existing facility footprint and meet community needs for the next seven to 10 years
3. A new aquatic facility with potential to meet community needs for the next 25-30 years

The Commission provided feedback to staff on the features they liked in both the upgraded facility and new aquatic facility site plan options. Some of the features the Commission recommended were the option for two pool temperatures, an extended wading area for improved access serving the diverse population, improved viewing areas like at Burgess Pool and a spray feature to help attract more people to the pool. The Commission was in favor of the new aquatic facility site plan option.

Based on Commission, community and staff input, JKA developed 60 percent plans, which were presented to the Commission at their meeting May 24, 2017. After public comment the Commission voted to approve a recommendation to the City Council which accepted the draft master plan and preferred site plan option. Those pool users attending were supportive of the preferred site plan Option B indicating that it was a better investment for the City in the long run. The preliminary site plan options (existing, option 1 and option 2) along with preferred site plan Option B are included in the Commission staff reports (Attachment A).

Staff presented the site plan options to residents of the Belle Haven Neighborhood Association at their regular meeting August 2, 2017. Approximately 25 members of the community attended the meeting. Residents are generally supportive of the proposed improvements which would model the Belle Haven pool after the Burgess Pool complex. Questions regarding cost and project prioritization compared to other neighborhood needs were also discussed. The Belle Haven Pool Master Plan will be evaluated and prioritized along with other parks and recreation facilities throughout the City as part of the overall Parks and

Recreation Facilities Master Plan Update scheduled for the fall 2017.

## Analysis

The Belle Haven Pool facility needs major equipment upgrades and a remodel in order to meet current codes and resolve safety and security concerns for year-round operations. The pool house is not designed for an all-season year-round operation and its furnishings are inadequate to serve current and anticipated future users. The pool master plan process explored several design options:

### Code Upgrade:

This option provides upgrades to the facility bringing it up to code and resolving safety and security concerns. Some program and space modifications will be made to meet code requirements including a remodel of the existing pool house building. This option may include the removal of the existing wading pool and accessory spaces that are not code compliant. No enhancements or added programming are proposed in this option. *Expected construction cost for Code Upgrade: \$2–3 million.*

### *Option A:*

This option provides upgrades to the facility to bring it up to code and industry standards and allow the facility to operate for the next 10–15 years without another significant investment. It will improve programming where possible within the existing buildings and site footprint. Some program and accessory space modifications will help meet programmatic needs and requirements including a remodel of the existing pool house and youth center buildings. This option includes the removal of the wading pool and explores the option of adding a new spray / splash pad or modern wading pool in its place. Additional pool deck, covered storage area and shade space will be added. As an alternate, adding a ramp entry into the lap pool will be analyzed. *Expected construction cost for Option A: \$4–5 million.*

### *Option B:*

This option includes a new aquatic facility on the existing site, with increased programming potential to meet the City's programmatic goals and expected future demands. It includes the demolition of the existing pool house and youth center, as well as removal of the lap pool and wading pool. A new pool house will be constructed with a large multipurpose room for shared uses. A new lap pool and a new warm water activity pool will be constructed with beach type entry of adequate size for added programming. This plan explores the addition of recreational elements where possible and varied shade areas for guests as well as possible rentals. *Expected construction cost for Option B: \$6–8 million.*

The three options provide comprehensive opportunities to improve the Belle Haven Pool. With the expected population growth in the community, the Belle Haven Pool has an important role to play in Menlo Park now and into the future. These options provide a welcome improvement and varying levels of return on the expected investment for each. The goal of the audit and plan was to compare the value that could be achieved both in programming and cost for each option. All options were evaluated financially to understand the potential of increased revenues and the efficiency of new elements and programs that could offset the costs of each option.

The pros and cons of each option are explored in the pool master plan:

Code Upgrade Option	
Pros	Cons
Shortest construction timeline	Loss of programming (existing wading pool)
Some aesthetics and operational deficiencies would be corrected as a result of required improvements	Continued lack of flexibility for concurrent programming
Extended life of existing facility for 7–10 years (estimated before another significant investment needed)	Significant cost for no perceived benefit to the community

Option A	
Pros	Cons
Shorter construction timeline of the two master plan options	Limited increased programming
Some aesthetics and operational deficiencies would be corrected as a result of improvements, including a new wading pool with increased capacity and expanded user groups	Significant cost for limited perceived improvement
Extended life of existing facility for 10–15 years (estimated before another significant investment needed)	

Option B	
Pros	Cons
Expanded programming capacity and facility capacity during high attendance times	Longer construction period and impact than Option A due to extended closure for full remodel
Potential for increased revenues	Moderate addition of recreational programming, mostly due to limited site area (ex: sprayground, lazy river, slides, etc.)
Modern facility for efficiency of operations and lower utility costs	
New construction offers a building life of 40–50 years (estimated before another significant investment needed)	

Option B offers significant advantages over Option A with the ability to offer programs in two pools with two distinct water temperatures. This allows for a broad spectrum of aquatics programs similar to the variety offered at the Burgess Pool. Additionally, the larger size of the pools in Option B, compared to the existing pool, will allow for larger programs and convenient simultaneous programming adding growth potential for the citywide aquatic program. The ability to expand programs may lead to increases in participation rates that will improve cost recovery as well as providing for the community’s future aquatics needs.

The City Council will be asked to consider these options as a part of the Belle Haven Pool Master Plan and accept the Parks and Recreation Commission's recommendation at their meeting November 7, 2017.

### **Impact on City Resources**

The total project budget including consultant contract, contingency and project management is \$98,310. If accepted by the City Council, options in the Belle Haven Pool Master Plan range from \$3 million to \$8 million in construction and project management costs. The master plan will be included in the overall Parks and Recreation Facilities Master Plan that is scheduled to begin in November 2017, which will provide the opportunity for the community to prioritize the pool master plan compared to other parks and recreation facility needs and allow staff to identify potential funding sources, including a planned third phase of Measure T Bonds.

### **Environmental Review**

The Project is categorically exempt under Class 6 of the current State of California Environmental Quality Act Guidelines, which allows for information collection, research, and resource evaluation activities as part of a study leading to an action, which a public agency has not yet approved, adopted or funded. The results of the Project will identify required environmental reviews and studies required to advance the project.

### **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. Parks and Recreation Commission Staff Reports from February 22, April 26 and May 24, 2017

Report prepared by:

Derek Schweigart, Assistant Community Services Director

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## STAFF REPORT

### Parks and Recreation Commission

Meeting Date: 5/24/2017  
Staff Report Number: 17-015-PRC

**Regular Business:** Review and approve a recommendation to City Council to accept the draft Belle Haven Pool Audit and Master Plan and the preferred site plan option

### Recommendation

Staff recommends that the Commission review and approve a recommendation to City Council to accept the draft Belle Haven Pool Audit and Master Plan and the preferred site plan option, as well as provide additional input to be included in the recommendation to Council.

### Policy Issues

The Project is consistent with City policies and 2017 Menlo Park City Council Work Plan item No. 11 – Complete Belle Haven Pool facility analysis and audit for year-round operations.

### Background

The Belle Haven Pool has traditionally been a seasonal pool only operating during the summer months but in FY 2012-13 the City's pool operator expanded programming and pool usage to make the Belle Haven Pool a year-round operation. Since then the Belle Haven Pool has seen increased demand and usage as a result of the expanded programming. Usage is anticipated to increase further due to new development in the vicinity of the facility.

Given that the current pool infrastructure was inadequate to support the long-term impacts of a year-round operation or to meet future demand, the City began working with Jeff Katz Architecture (JKA) to conduct a comprehensive study to determine the mitigations necessary to keep the pool viable in its current configuration and explore the potential for a new or remodeled facility to meet the future demand.

JKA's scope of work includes a thorough facility audit and plumbing investigation, development of an equipment repair/replacement/maintenance plan, master planning options for a new and/or renovated facility, financial impact studies, and presentations to the Parks and Recreation Commission and the City Council. The report is expected to be completed by the summer of 2017. The project would allow the City Council to identify any recommended alternatives and future studies required.

On February 22, 2017, the Commission received a draft of the pool audit and analysis phase of the project that involved an audit of the pool's filtration system, purifications and circulation systems, leak detection, pool house, decking and lighting. The analysis covered a review of ADA compliance and user comfort and convenience when using the pool house, locker rooms and showers. The staff report and draft of the pool audit is included as Attachment A.

On April 26, 2017, the Commission reviewed and provided feedback to staff on the draft site plan options. During the meeting, Commissioners wanted to receive more information on current and future demand of

the pool to determine the optimal site plan option. One of the draft options included a division of existing pool into two temperature pools for performance and instruction. The Commission cited safety concerns over the proximity of the pools and differing ability levels and activity. Two temperature pools is attractive to a broader base of pool users but there should be a greater separation as depicted in the second site plan option. Other desirable enhancements included a beach entry with spray feature to accommodate a broader user group and an elevated viewing area for families similar to the lawn at Burgess Pool. The staff report and draft pool site plan options is included as Attachment A.

### **Analysis**

The feedback received from the Commission at their meeting on April 26 was incorporated in the latest site plan drafts (Option A and B). The latest site plan options are included as Attachment B.

### **Code Upgrade**

A comprehensive pool assessment the Commission received on February 22 revealed a number of aquatic, mechanical, electrical, plumbing, structural, site, accessibility and programmatic deficiencies at the facility and provided an analysis of current conditions and recommendations for improvement. A spreadsheet containing this information was included with the Commission staff report and included in Attachment A. The audit provides the City a planning tool to anticipate needed repairs and improvements and their associated costs. If the City addressed only facility code, safety and security concerns contained in the audit, the improvements would include a remodel of the existing pool house building and removal of the existing wading pool and accessory spaces that are not code compliant. There would be no additional enhancements or added programming. The estimated cost for these code and safety improvements is \$1-2 million.

In addition to the improvements needed to meet current facility codes and resolve safety and security concerns, the Master Plan addresses the current inadequacies of a pool originally designed for seasonal use that is now operating year-round. This would include improving the user experience as well as for providing programming to meet current and future demands. There are two options proposed in the Master Plan each with its advantages and disadvantages and also its estimated cost.

### **Option A**

This option provides upgrades to the facility to bring it up to code and industry standards and allow the facility to operate for the next 7-10 years. It improves programming where possible within the existing buildings and site footprint including the Youth Center. Some program and accessory space modifications will be made to meet programmatic needs and requirements including a remodel of the existing Pool House and Youth Center buildings. This option includes the removal of the Existing Wading Pool and explores the adding a new spray ground or modern wading pool in its place. Additional pool deck, covered storage area and shade space will be added. As an alternate, the option of adding a ramp entry into the instructional pool will be considered. The estimated cost for this option is \$3-5 million.

### **Option B**

This option provides a new aquatic facility with increased programming potential to meet the City's programmatic goals and expected future demands. Some additions may include synchronized swimming, youth water polo, lap swimming, open swimming and swim lessons. It includes the demolition of the Existing Pool House and Existing Youth Center, as well as removal of the Existing Wading Pool. A new Pool House will be constructed with a large Multi-Purpose Room for shared uses which includes the programs located in the existing Youth Center. A new Lap Swim Pool and a new Warm Water Activity Pool will be constructed with beach type entry and adequate size for additional programming. This plan explores the addition of

added recreational elements where possible and varied shade areas for guests and possible rentals. The estimated cost for this option is \$6-8 million.

There are advantages and disadvantages to both Option A and B. However given the potential City investment, staff recommends Option B as the preferred alternative. Option A provides upgrades to meet industry code and standards with some improved amenities but its useful life of seven to ten years falls short of what the City should expect from its investment. Option B on the other hand provides the opportunity to serve a growing and diverse population with a two pool configuration with separate water temperature capability. The footprint optimizes the aquatic footprint with the greatest volume and diversity of water space which will allow extensive simultaneous programming for non-swimmers, therapy, instructional, performance and competitive uses. The model is similar to Burgess Pool which is at full capacity and has the greatest potential for a sustainably operation given the current and future demand for aquatics programming. Option B provides the City a new pool with a life expectancy of 30 to 40 years which is conservative given the current pool was originally built and opened in the 1960s.

### **Next Steps**

The proposed site plans provided are meant to be schematic in nature and are intended only to provide information with regard to overall extent of the project. JKA will incorporate feedback from City Staff, Commission and pool operator into the Master Plan options. Next they will develop a narrative to provide further specification of the program elements, building floor plans, site plan details, benefits and limitations of program elements, preliminary cost estimates and preliminary operational cost and financial analysis relative to program elements.

Operational cost and financial analysis will be completed by The Sports Management Group to analyze operating costs and revenue potential. This will include costs for full-time and part-time staffing and benefits, maintenance, utilities and all other operational costs. Revenue estimates will be developed by space component and activity type as well as projections based on features, market demand and probably market capture. Cost recovery will be calculated to further determine the financial viability of the preferred programs.

A final Master Plan along with a final operational cost and financial analysis will be provided to City staff and the pool operator for review. Feedback will be incorporated in the final recommendations which will be presented to the City Council for its consideration.

The Belle Haven Pool is a specialized facility requiring detailed analysis, so the City embarked on a specific Master Plan for the facility. In Fiscal Year 2017-18, the City will conduct a citywide Parks and Recreation Facilities Master Plan that the pool Master Plan will be incorporated. At that time, the pool Master Plan will be evaluated along with other parks and facilities throughout the City. As the Belle Haven Pool is one of the City's oldest facilities, usage has increased over the past few years due to year-round programming, Burgess Pool is fully impacted and the neighborhood is growing, we anticipate that the pool will remain an important consideration.

### **Impact on City Resources**

The City Council approved the project budget as part of the FY 2014-15 adopted CIP for \$100,000. The estimated cost for the project is \$98,310 which includes the consultant contract, contingency and project staff management.

### **Environmental Review**

The project is categorically exempt under Class 6 of the current State of California Environmental Quality Act Guidelines, which allows for information collection, research, and resource evaluation activities as part of a study leading to an action which a public agency has not yet approved, adopted or funded. The results of the Project will identify required environmental reviews and studies required to advance the project.

**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. PRC Staff Reports on Belle Haven Pool Audit and Master Plan dated February 22, 2017 and April 26, 2017
- B. Draft Site Plan Options for Belle Haven Pool Master Plan (60% Plans)

Report prepared by:  
Derek Schweigart  
Assistant Community Services Director



## STAFF REPORT

### Parks and Recreation Commission

Meeting Date: 4/26/2017

Staff Report Number: 17-010-PRC

**Regular Business:** Review and provide feedback on the Belle Haven Pool Master Plan update and draft site plan options

### Recommendation

Staff recommends that the Commission review and provide feedback on the Belle Haven Pool Master Plan update and draft site plan options.

### Policy Issues

The Project is consistent with City policies and 2017 Menlo Park City Council Work Plan item No. 11 – Complete Belle Haven Pool facility analysis and audit for year-round operations.

### Background

The Belle Haven Pool has traditionally been a seasonal pool only operating during the summer months but in FY 2012-13 the City's pool operator expanded programming and pool usage to make the Belle Haven Pool a year-round operation. Since then the Belle Haven Pool has seen increased demand and usage as a result of the expanded programming. Usage is anticipated to increase further due to new development in the vicinity of the facility.

Given that the current pool infrastructure was inadequate to support the long-term impacts of a year-round operation or to meet future demand, the City began working with Jeff Katz Architecture (JKA) to conduct a comprehensive study to determine the mitigations necessary to keep the pool viable in its current configuration and explore the potential for a new or remodeled facility to meet the future demand.

JKA's scope of work includes a thorough facility audit and plumbing investigation, development of an equipment repair/replacement/maintenance plan, master planning options for a new and/or renovated facility, financial impact studies, and presentations to the Parks and Recreation Commission and the City Council. The report is expected to be completed by the spring of 2017. The project would allow the City Council to identify any recommended alternatives and future studies required.

On February 22, 2017, the Commission received a draft of the pool audit and analysis phase of the project that involved an audit of the pool's filtration system, purifications and circulation systems, leak detection, pool house, decking and lighting. The analysis covered a review of ADA compliance and user comfort and convenience when using the pool house, locker rooms and showers. The staff report and draft of the pool audit is included as Attachment A.

### Analysis

The facility audit identified a number of major equipment upgrades and renovations needed to meet current codes and resolve safety and security concerns. In addition, the City and pool operator wanted to explore

options for increased capacity and programming to meet the current and future demands for the pool. JKA was asked to prepare three options for the City's consideration that included:

1. Making necessary improvements to meet current health and safety code.
2. Upgrading the facility to meet code and industry standards, provide for a modest increase in programming, utilize existing facility footprint and meet community needs for the next seven to ten years.
3. Creating a new aquatic facility with increased programming potential to meet community needs for the next 25-30 years.

Preliminary plans are being developed to determine scope requirements. These plans are meant to be schematic in nature and are intended to provide high level information for review and comment. A project update and draft renderings of site plans are included as Attachment B. Currently staff are working with JKA to analyze programming that might be possible with the options being proposed. For option two above, there are several alternatives being considered to improve capacity and programming that are of similar scope and potential cost. These alternatives include:

1. Maintaining existing footprint while dividing the pool in two separate pools with two water temperatures.
2. Leave the pool as is and provide a new recreational spray ground in the current wade pool location.
3. Expand the shallow area of the pool toward the existing playground and expand pool area for recreation, lessons, aerobics, etc.
4. Expand shallow area of the pool toward the existing playground to provide a beach entry to the pool.

City staff and JKA is requesting Commission feedback on the draft options in preparation for the project presentation and study session planned for the Commission meeting May 24, 2017. These questions are suggested to help guide the Commission's discussion:

1. Does the Commission have any questions regarding the facility audit and analysis phase of the project and/or need any additional information?
2. What questions or feedback does the Commission have regarding the various alternatives being proposed in Site Plan Option One? Is there a preferred alternative?
3. What questions or feedback does the Commission have regarding the proposed Site Plan Option Two?
4. Are there any questions regarding the overall master plan or information needed to assist the Commission in making a recommendation to Council?

### **Impact on City Resources**

The City Council approved the project budget as part of the FY 2014-15 adopted CIP for \$100,000. The estimated cost for the project is \$98,310 which includes the consultant contract, contingency and project staff management.

### **Environmental Review**

The project is categorically exempt under Class 6 of the current State of California Environmental Quality Act Guidelines, which allows for information collection, research, and resource evaluation activities as part of a study leading to an action which a public agency has not yet approved, adopted or funded. The results of the Project will identify required environmental reviews and studies required to advance the project.

**Public Notice**

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**Attachments**

- A. PRC Staff Report and Belle Haven Pool Audit dated February 22, 2017
- B. Belle Haven Pool Master Plan Update and Draft Alternatives

Report prepared by:  
Derek Schweigart  
Assistant Community Services Director



## STAFF REPORT

### Parks and Recreation Commission

**Meeting Date:** 2/22/2017  
**Staff Report Number:** 17-005-PRC

**Regular Business:** Review and provide feedback on the Belle Haven Pool Audit and Analysis Phase

### Recommendation

Staff recommends that the Commission review and provide feedback on the Belle Haven Pool Audit and Analysis Draft.

### Policy Issues

The project is consistent with the 2016 City Council Work Plan Goal # 12 – Complete the Belle Haven Pool facility analysis for year-round operation.

### Background

The Belle Haven Pool has traditionally been a seasonal pool only operating during the summer months, but in FY 2012-13 the City's pool operator expanded programming and pool usage to make the Belle Haven Pool a year-round operation. Since then the Belle Haven Pool has seen increased demand and usage as a result of the expanded programming. Usage is anticipated to increase further due to new development in the vicinity of the facility.

Given that the current pool infrastructure is inadequate to support the long term impacts of a year round operation or to meet future demand, the Project will conduct a comprehensive study to determine the mitigations necessary to keep the pool viable in its current configuration and explore the potential for a new or remodeled facility to meet the future demand.

Staff issued the Belle Haven Pool Facility Audit and Master Plan Request for Proposal on June 17, 2016 and received five consultant proposals on July 12, 2016. A panel of staff members reviewed the proposals and invited the two most qualified consultants to interview for the project. Interviews were conducted on July 25, 2016 and Jeff Katz Architecture was selected as the most qualified consultant based upon their expertise in similar projects and their understanding of the project scope.

### Analysis

The project scope of work consists of a facility audit and plumbing investigation, development of an equipment repair/replacement/maintenance plan, master planning options for a new and/or renovated facility, financial impact studies, and presentations to the Parks and Recreation Commission and the City Council. The report is expected to be completed by the spring of 2017. The Project would allow the City Council to identify any recommended alternatives and future studies required.

The first phase of the project scope of work is the completion of an existing conditions report and analysis



that would include an audit of the pool's filtration, purifications and circulations systems, pool house, decking and lighting. This would also include underground and above grade pool circulations plumbing for integrity and leak detection. All areas will be inspected and evaluated based on current legal requirements and industry best practices. Included also is a review of ADA compliance and user's comfort and convenience when using the pool house, locker rooms and showers.

The Belle Haven Pool Existing Facility Audit Draft (Attachment A) provides a title and description of the component, proposed and alternative solution to any issue, remaining lifespan if applicable, priority status and more. A final draft of the existing facility audit will be provided to the Commission at their meeting on April 26, 2017 as part of the overall draft master plan.

Staff suggests the following questions to help guide the Commission's discussion on this topic:

1. Does the question have any questions regarding the existing conditions report and/or need additional information to assist with their review?
2. What else would the Commission like to know more about regarding this project?
3. Looking ahead to the Commission meeting on April 26<sup>th</sup>, what are your expectations and desired outcomes you would like to see addressed as part of the proposed pool master plan?
4. How would the Commission like to be involved in the project as it moves forward?

### **Impact on City Resources**

The City Council approved the project budget as part of the FY 2014-15 adopted CIP for \$100,000. The estimated cost for the project is \$98,310 which includes the consultant contract, contingency and project staff management.

### **Environmental Review**

The Project is categorically exempt under Class 6 of the current State of California Environmental Quality Act Guidelines, which allows for information collection, research, and resource evaluation activities as part of a study leading to an action which a public agency has not yet approved, adopted, or funded. The results of the Project will identify required environmental reviews and studies required to advance the project.

### **Public Notice**

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### **Attachments**

- A. Belle Haven Pool Existing Facility Audit Draft

Report prepared by:  
Derek Schweigart  
Assistant Community Services Director

## Belle Haven Existing Facility Audit DRAFT 02-15-17

Line #	Photo	Location	Title	Description	Priority Code	Category	Proposed Solution	Alternate Solution	Remaining Lifespan
#1	8617	Administration	Timeclock	Timeclock is mounted in a location that does not meet requirements for accessible height or approach clearances	1 - Safety/Code	ADA	Relocate time clock to provide required mounting height and clear floor space	NA	NA
#2	8613	Administration	Exposed Electrical	Electrical cabling and wire is exposed at ceiling of administration space	1 - Safety/Code	Code	Re-install cabling in conduit and provide cover plates over all junction boxes	NA	NA
#3	8623	Administration	Flooring	Existing concrete has visible wear and potential for slip issues	1 - Safety/Code	Safety	Skim coat floor to provide positive drainage and install non-slip epoxy coating, APF Poly 100 Urethane UVR or equal	NA	NA
#4	8622	Building Structure	Block Walls	Visible cracks in block wall near main entrance	2 - Maintenance/Function	Maint./Age	Inject cracks for waterproofing and investigate further for possible need of reinforcement strapping	NA	NA
#5	8503/8627	Building Structure	Wood Beam Rot	Structural wood beams supporting the roof show moderate signs of rot at exterior of building, primarily along front elevation.	2 - Maintenance/Function	Maint./Age	Clean and fill rotted areas using polyester or epoxy filler, re-paint. Beam caps could be installed to help prevent further damage to exposed beams.	NA	NA
#6		Building Utilities	Lighting	Lighting is incandescent	3 - Industry Standard/Enhancement	Upgrade	Upgrade to LED lighting for interior/exterior building lighting	NA	Years 2-3
#7		Main Pool	Pool Structure	Leak found at cracked in-floor cleaning head body, located near the corner of the pool, where the shallow end rope that separates the shallow end from the deep end, closest to the Senior Center. The area of leakage was identified with red crayon.	2 - Maintenance/Function	Maint./Age	Replace cleaning head body at time of next pool drain	NA	Years 2-3
#8		Main Pool	Pool Structure	Leak found at cracked in-floor cleaning head body, located at the deep end corner of the pool, closest to the equipment at the 12-1/2" foot depth market. The area of leakage was identified with red crayon.	2 - Maintenance/Function	Maint./Age	Replace cleaning head body at time of next pool drain	NA	Years 2-3
#9		Main Pool	Pool Structure	Minor leaking is suspected either in the fiberglass liner or at the joints of the tile pool markers	2 - Maintenance/Function	Maint./Age	Further investigation is required at time of next pool drain to investigate the condition of the fiberglass liner.	At time of next fiberglass repair/replacement it would be recommended to remove the fiberglass liner, inspect the existing pool shell, and install new plaster finish on pool.	Years 4-5
#10		Main Pool	No Diving Signage	Per current code no diving sign/universal symbol required areas less than 6' deep	1 - Safety/Code	Code	Add tile markings	NA	NA
#11		Main Pool	Stair Nosings	Per current code stair nosings shall have contrasting color	1 - Safety/Code	Code	Add painted contrasting nosings	NA	NA
#12		Main Pool	Underwater Lights	Metal conduit is in poor condition and not protecting wiring	2 - Maintenance/Function	Maint./Age	Replace conduit (only feasible during deck replacement)	NA	NA
#13		Men's Restroom	Changing Areas	Private changing areas are not provided	3 - Industry Standard/Enhancement	Upgrade	Install partitions in existing changing area, including one per ADA clearance requirements	Install curtain enclosures	NA
#14	8587	Men's Restroom	Restroom Accessories	Paper towel & soap dispensers mounted too high and without proper approach clearance	1 - Safety/Code	ADA	Relocate accessories to provide required heights and clearances	NA	NA
#15	8596	Men's Restroom	Flooring	Rubber mats are being used to prevent slipping, causing trip concerns due to inconsistent surface	1 - Safety/Code	Safety	Skim coat floor to provide positive drainage and install non-slip epoxy coating to include integral cove base, APF Poly 100 Urethane UVR or equal	NA	NA
#16		Men's Restroom	Showers	Shower is currently not accessible due to mounting heights and reach ranges as well as clear floor space due to installed curtains	1 - Safety/Code	ADA	Reconfigure shower area to provide individual shower stalls, including one per ADA clearance requirements	NA	NA

## Belle Haven Existing Facility Audit DRAFT 02-15-17

Line #	Photo	Location	Title	Description	Priority Code	Category	Proposed Solution	Alternate Solution	Remaining Lifespan
#17	8517/8518	Pool Deck	Deck Condition	Existing deck coating shows significant degradation and areas of potential safety concerns due to cracking, puddling, or insufficient slip resistance	1 - Safety/Code	Safety	Remove existing coating and install new deck finish, Life Floor or similar	Replace pool deck	Year 1
#18	8519	Pool Deck	Access Hatch	Existing access hatch on pool deck shows significant rusting and degradation	2 - Maintenance/Function	Maint./Age	Replace access hatch	NA	Year 1
#19	8535	Pool Deck	Deck Sloping	Current path to the wading pool has sections that exceed required 2% max slope	1 - Safety/Code	ADA	Provide 'level' path around pool deck to wading pool ramp. Install handrails along existing wading pool ramp.	NA	NA
#20	8536	Pool Deck	Deck Drainage	Deck drainage is provided via area drains and cut channels in the pool deck with varied effectiveness	2 - Maintenance/Function	Upgrade	Replace deck drainage with continuous trench drains	NA	NA
#21	8527	Pool Deck	Shade	Adequate shade & seating is not provided	3 - Industry Standard/Enhancement	Upgrade	Install new permanent shade structures and additional movable seating/bleachers	Provide removable umbrellas with recessed	NA
#22	8534	Pool Deck	Rust Bleed	Visible rust bleed in areas around pool deck, including pool edge above skim gutter	2 - Maintenance/Function	Maint./Age	Further investigation is required to determine best solution. Consider cutting / grinding concrete around area of rust to ensure rebar has minimum 2" of cover on all sides.	NA	Years 2-3
#23	8524	Pool Deck	Guest Lockers	Guest lockers provided on pool deck do not provide required number of accessible lockers (4 Required)	1 - Safety/Code	ADA	Provide additional/replace lockers to provide required accessible lockers including operation of lockers, height requirements, identification, and clear floor space.	NA	NA
#24	8526	Pool Deck	Storage	Existing shed storage space is inadequate for current needs including pool covers, goals, pool cleaner, lane lines, site furnishings, play equipment, etc.	3 - Industry Standard/Enhancement	Upgrade	No reasonable solution	NA	Years 4-5
#25	8527/8533	Pool Deck	ADA Lift	Required clear and level floor space around ADA pool lift is not provided	1 - Safety/Code	ADA	Relocate lift to another area of the pool deck which has less slope	NA	NA
#26	8529	Pool Deck	Drinking Fountain	Required high/low fixture and clear space around drinking fountain is not provided	1 - Safety/Code	ADA	Install new high low drinking fountain in location that provides available space for required approach and clear floor space	NA	NA
#27	8525	Pool Deck	Deck Sloping	Deck slope in front of Admin. Sliding Door exceeds 2%	1 - Safety/Code	ADA	Remove sliding door and replace with window	If door is needed for operations, remove existing concrete	NA
#28		Pool Deck	Deck Lighting	Deck lighting is inadequate for full programming. Currently only used for limited programming and site security.	3 - Industry Standard/Enhancement	Upgrade	Provide new deck lighting including pole fixtures	NA	Years 4-5
#29		Pool Deck	Guard Room	Guard room is currently provided by a non-accessible shed located on the pool deck	3 - Industry Standard/Enhancement	Upgrade	No reasonable solution	NA	Years 4-5
#30		Pool Deck	ADA Lift	Lift must be available to be used without assistance at all times	1 - Safety/Code	ADA	Provide new permanent lift	Provide deck hydrant next	NA
#31		Pool Mechanical	Pool heater	Installed 2013 is not NSF/ANSI-50 certified as required by code	1 - Safety/Code	Code	Install heater certified for use in public swimming pool, Lochinvar Copperfin II or equal	Install Lochinvar Aquas High Efficiency heater	Years 5-10
#32		Pool Mechanical	Piping	The existing piping is inadequately sized to accommodate the current code required circulation rate	1 - Safety/Code	Code	Maximize the recirculation rate within the limits of the filtration and below grade piping system	NA	NA
#33	8575	Pool Mechanical	Flooring	Flooring shows signs of spalling/degradation	2 - Maintenance/Function	Maint./Age	Skim coat floor to provide positive drainage and install non-slip epoxy coating, APF Poly 100 Urethane UVR or equal	NA	NA
#34	8569	Pool Mechanical	Safety Rails	Safety rails around filtration pit show some signs of rust	2 - Maintenance/Function	Maint./Age	Install new guardrails at cat walk and provide safety chain to restrict access	NA	NA
#35	8566/8577	Pool Mechanical	Sewer Catch Basin	Sewer Catch Basin #1 is pumped to #2 before exiting site	2 - Maintenance/Function	Maint./Age	No reasonable solution	NA	

## Belle Haven Existing Facility Audit DRAFT 02-15-17

Line #	Photo	Location	Title	Description	Priority Code	Category	Proposed Solution	Alternate Solution	Remaining Lifespan
#36	8541	Pool Mechanical	Electrical	Electrical panels and distribution within pool mechanical room shows minimal rusting	2 - Maintenance/Function	Maint./Age	Monitor rust buildup and replace attachments, panels, conduit as necessary	Replacement of electrical panel and distribution	Years 5-10
#37		Pool Mechanical	Hydrostatic Relief Valves	Install Hydrostatic Relief Valve to protect the pool when drained by relieving uplift caused by ground water	2 - Maintenance/Function	Safety	Install hydrostatic relief valve in main drain	NA	NA
#38		Pool Mechanical	Pump Priming	Main Pool pump loses prime following backwash cycle and takes significant effort to re-start	2 - Maintenance/Function	Maint./Age	Install check valve between filter and pump to eliminate priming issues	NA	NA
#39		Pool Mechanical	D.E. Filter Tank	Plaster finish of filter tank shows signs of degradation	2 - Maintenance/Function	Maint./Age	Re-plaster filter tank	Remove plaster and install waterproof coating	Years 2-3
#40		Site Access	Facility Entrance	There is not a clear definition of the entrance to the Pool vs the Youth Center	3 - Industry Standard/Enhancement	Upgrade	Provide awning/shade or raised roof area at main pool entrance	NA	NA
#41		Site Access	Drop-off	The accessible parking and hatched area is used for drop off to both the Pool and Youth Center	1 - Safety/Code	Safety	Provide continuous sidewalk and designated drop-off area along the front of the facility	NA	NA
#42		Site Access	Main Entrance Doors	Door hardware is mounted above ADA height requirements. Currently doors remain open during operating hours.	1 - Safety/Code	ADA	Install new compliant door hardware	Replace doors	NA
#43	8630	Site Access	Perimeter Fencing	Fencing into the Youth Center play area is 6' chain link and easily scalable for un-authorized access. This area provides access to the back side of the pool facility.	1 - Safety/Code	Safety	Upgrade Perimeter Fencing in these areas to 8' picket fencing	NA	NA
#44	8543	Site Access	Perimeter Fencing	Fencing and brick wall along Youth Center play area and Senior Center at the Wading Pool are 6' and are easily scalable for un-authorized access.	1 - Safety/Code	Safety	Upgrade Perimeter Fencing & Brick wall in these areas to 8' picket fencing	NA	NA
#45	8625	Site Access	Sidewalk Grate	Grate at front of building has openings greater than 1/4"	1 - Safety/Code	Code	Install new code compliant grate	NA	NA
#46	8505	Site Access	Bus Stop	Inadequate seating and shade	3 - Industry Standard/Enhancement	Upgrade	Provide covered bus stop and more seating capacity at current stop location	NA	NA
#47	8546	Site Access	Stairs & Ramp from Senior Center	Access from Senior Center (currently not utilized) including the stairs and ramp do not meet requirements for consistent rise/run and sloping requirements (<5%)	1 - Safety/Code	Code	Remove access to stairs and ramp from Senior Center, demolish stairs and ramp, and expand pool deck area	Replace access with compliant stairs and ramp	NA
#48	8528	Site Utilities	Electrical Feed to Youth Center	Youth Center electrical feed is from the pool building and exposed at the pool deck	1 - Safety/Code	Safety	Provide protective barrier around exposed conduit	NA	NA
#49		Site Utilities	Gas Meter	It appears that there is one Gas Meter serving all 3 buildings in the campus	2 - Maintenance/Function	Upgrade	No reasonable solution	NA	NA
#50		Wading Pool	Recirculation/Filtration	The existing piping is inadequately sized to accommodate the current code required circulation rate	1 - Safety/Code	Code	Maximize the recirculation rate within the limits of the filtration and below grade piping system	NA	NA
#51		Wading Pool	Horizontal depth	Required on deck per current code	1 - Safety/Code	Code	Add tile markings	NA	NA
#52		Wading Pool	No Diving	Per current code no diving sign/universal symbol required areas less than 6' deep	1 - Safety/Code	Code	Add tile markings	NA	NA
#53		Wading Pool	Contrasting nosing on	Per current code stair nosings shall have contrasting color	1 - Safety/Code	Code	Add painted contrasting nosing	NA	NA
#54		Wading Pool	Accessibility	Wading pools require sloped entry to meet ADA	1 - Safety/Code	Upgrade	No action is recommended	NA	NA
#55		Wading Pool	Single main drain	Per current code (new pools) should have two drains	1 - Safety/Code	Upgrade	No action is recommended - compliant with vacuum relief	NA	NA
#56		Wading Pool	Entry Railing	Provide hand rails at entry	1 - Safety/Code	Code	Install dual hand rails at shallow end stair	NA	NA
#57	8539	Wading Pool Mechanical	Roof Structure	Existing roof structure shows minimal signs of rot and excessive paint peeling	2 - Maintenance/Function	Maint./Age	Prep and paint roof structure to protect from further rot	NA	Years 2-3
#58		Women's Restroom	Changing Table	Baby changing table is provided in one of the changing stalls too high and without proper approach clearances	1 - Safety/Code	ADA	Relocate baby changing table to provide required height and clearance	NA	NA
#59	8606	Women's Restroom	Restroom Accessories	Paper towel & soap dispensers mounted too high and without proper approach clearance	1 - Safety/Code	ADA	Relocate accessories to provide required heights and clearances	NA	NA



## **Belle Haven Pool Audit and Master Plan Update – April 19, 2017**

The City of Menlo Park contracted with Jeff Katz Architecture (JKA) to conduct an assessment of the Belle Haven Pool facility and complete a master plan that analyzes the feasibility of two different design options for the pool. Here is the summary of the scope of work:

1. Assess the existing facility to identify areas requiring repair/retrofit to address code, health, safety, and welfare issues, as well as areas in need of repair due to degradation.
2. Conduct a Leak Detection Investigation and provide a report of the findings.
3. Develop two conceptual site design options for the facility and explore the pros and cons of each, including construction cost estimates and operational cost analysis / financial analysis.
4. Provide a recommendation to assist the City in future planning.

In October of 2016, JKA & Water Technology Inc. (WTI) conducted a comprehensive site assessment of the facility. The assessment identified aquatic, mechanical, electrical, plumbing, structural, site, accessibility and programmatic deficiencies at the facility and provided an analysis of current conditions and recommendations for improvement. A spreadsheet of identified deficiencies, recommended repairs/improvements, and anticipated costs is included in the study, with a priority ranking and columns to act as a tool for the City to plan for, complete, and track future improvements. Items are designated with a Priority Code as follows:

1. Safety / Code
  - o This designation refers to an item that effects public/staff safety or is in conflict with a current code requirement.
2. Maintenance / Function
  - o This designation refers to an item that is in need of maintenance or effects the performance/function of the facility or programming.
3. Industry Standard / Enhancement
  - o This designation refers to an item that is suggested to improve the facility.

Each item is identified by a category triggering a recommended improvement. The categories are as follows: Code, ADA, Maintenance/Age, Safety, Upgrade. Following that, a proposed solution is described as well as an alternate solution where applicable.

The leak detection services and report was provided by Precision Leak Detection, Inc. JKA coordinated the leak detection investigation, which occurred on January 11, 2017. This investigation included the pool shell, scum gutters, in-floor return system, surge pit, and a camera inspection of the plumbing lines. Drain lines were pressurized with Nitrogen gas and the pool lights were removed to allow inspection of the associated infrastructure.

The facility needs major equipment upgrades and a remodel in order to meet current codes and resolve safety and security concerns. In addition, the City and pool operator want to increase programming in order to meet current and future demands. The following is a summary of Master Plan design options to be explored:

Option 1: This option provides upgrades to the facility to bring it up to code and industry standards and allow the facility to operate for the next 7-10 years. It will improve programming where possible within the existing buildings and site footprint (including the Youth Center). Some program and accessory space modifications will be made to meet programmatic needs and requirements including a remodel of the existing Pool House and Youth Center buildings. This option may include the removal of the Existing Wading Pool and possible expansion of the Existing Lap Pool. Additional pool deck, covered storage area and shade space will be added. As an alternate, the option of adding a small spray ground where the existing wading pool is located will be analyzed.

Option 2: This option is more comprehensive creating a new aquatic facility with increased programming potential to meet the City's programmatic goals and expected future demands. Some additions may include synchronized swimming, youth water polo, lap swimming, open swimming, and swim lessons. It includes the demolition of the Existing Pool House and Existing Youth Center, as well as removal of the Existing Wading Pool. A new Pool House will be constructed with a large Multi-Purpose Room for shared uses. The lap swim portion of the existing pool will remain and a new Warm Water Pool will be constructed with beach type entry of adequate size for added programming. This plan will also include an added sprayground adjacent to the existing dry playground for shared uses.

Option 3: This option provides upgrades to the facility to bring it up to code and resolve safety and security concerns. Some program and space modifications will be made to meet code requirements

including a remodel of the existing Pool House building. This option may include the removal of the Existing Wading Pool and accessory spaces that are not code compliant. No enhancements or added programming are proposed in this option.

Preliminary plans will be developed to determine overall scope requirements. These plans are meant to be schematic in nature and are intended only to provide information with regard to overall extent of the project. Included are concept level site plans and building floor plans as necessary for each option. The report will also include a design narrative describing the design approach and aquatic elements for each of the options.

We will also develop preliminary cost estimates based upon project systems. The estimates prepared for this report will include the square foot cost for the various components and include a concept design contingency (to allow for potential increases as the design is refined further in the later stages of the project).

Lastly, an operational cost & financial analysis by The Sports Management Group will analyze operating costs and revenue potential. This will include costs for full-time and part-time staffing and benefits, operational expenses, maintenance, utility costs, and all other operating costs. Estimates of revenue potential by space component and activity type will be developed as well as revenue projections based upon features, estimated market demand, and probable market capture. Cost recovery will be calculated to further determine the financial viability of the preferred programs.





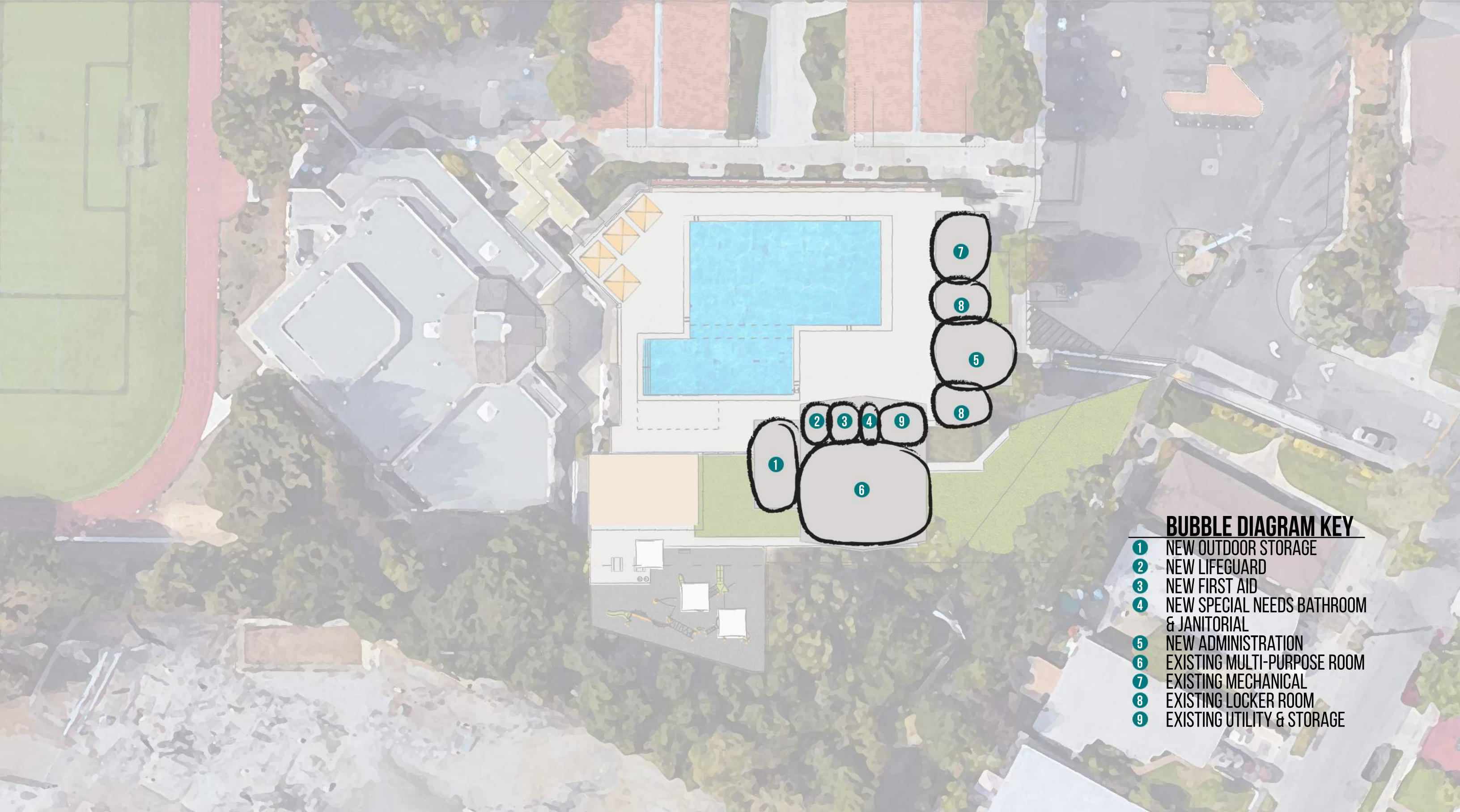
**SITE PLAN KEY**

- 1 NEW POOL DECK
- 2 EXPANDED POOL DECK
- 3 EXISTING PLAYGROUND
- 4 EXISTING LAP SWIM AREA
- 5 EXISTING SHALLOW POOL AREA
- 6 EXISTING POOL HOUSE
- 7 EXISTING YOUTH CENTER
- 8 NEW PARTY/RENTAL AREA OR SPRAYGROUND
- 9 NEW OUTDOOR STORAGE
- 10 NEW CABANA
- 11 NEW LAWN
- 12 POTENTIAL POOL SEPARATION
- 13 POTENTIAL EXPANSION OF SHALLOW AREA OR BEACH ENTRY



**SITE PLAN - OPTION 1**





**BUBBLE DIAGRAM KEY**

- 1 NEW OUTDOOR STORAGE
- 2 NEW LIFEGUARD
- 3 NEW FIRST AID
- 4 NEW SPECIAL NEEDS BATHROOM & JANITORIAL
- 5 NEW ADMINISTRATION
- 6 EXISTING MULTI-PURPOSE ROOM
- 7 EXISTING MECHANICAL
- 8 EXISTING LOCKER ROOM
- 9 EXISTING UTILITY & STORAGE



**BUBBLE DIAGRAM - OPTION 1**





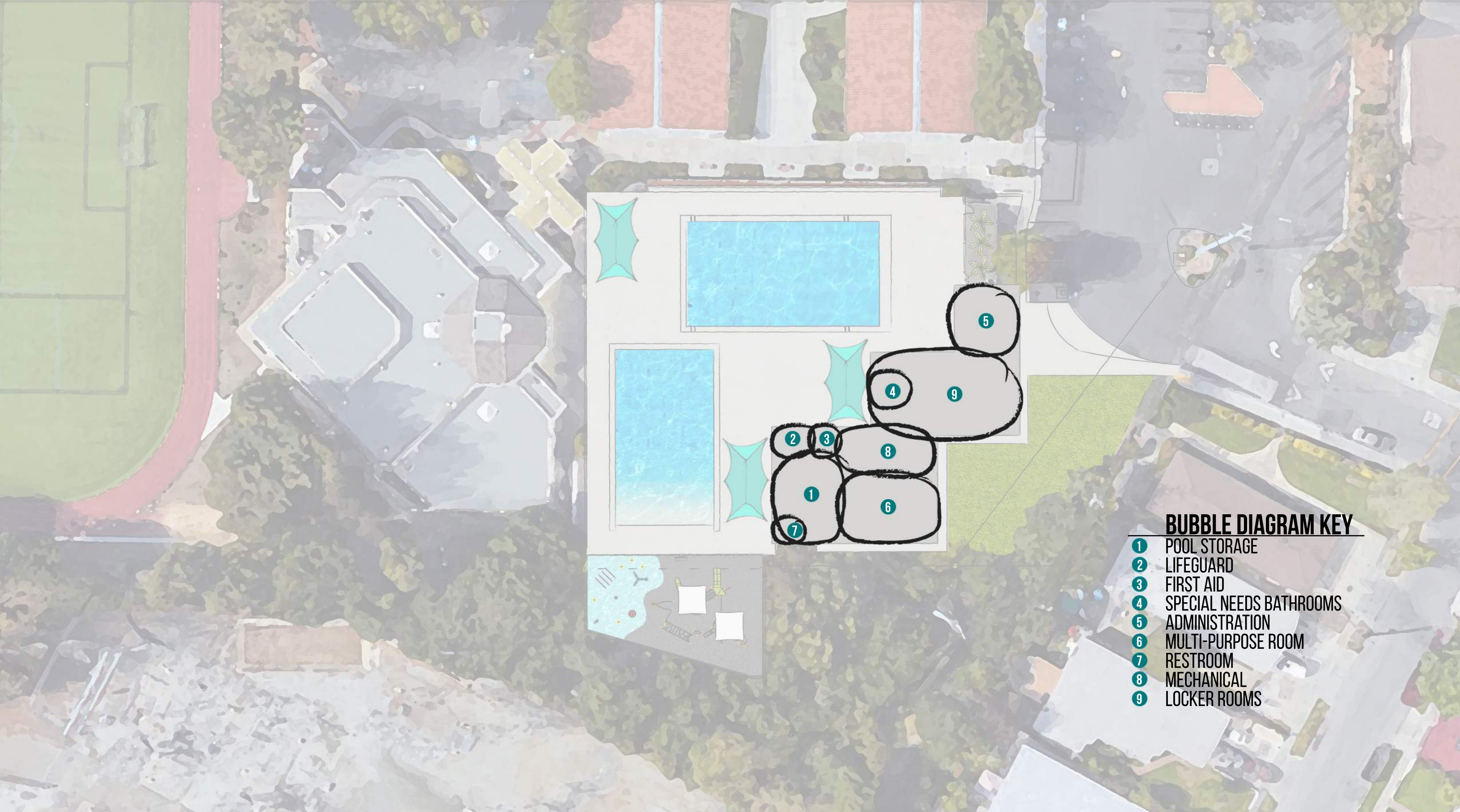
**SITE PLAN KEY**

- 1 NEW POOL DECK
- 2 EXPANDED POOL DECK
- 3 EXISTING PLAYGROUND
- 4 EXISTING LAP POOL
- 5 NEW WARM WATER POOL
- 6 NEW SHADE STRUCTURE
- 7 NEW POOL HOUSE
- 8 POTENTIAL SRAYGROUND
- 9 NEW DROP OFF
- 10 BEACH ENTRY
- 11 NEW LAWN



**SITE PLAN - OPTION 2**





**BUBBLE DIAGRAM KEY**

- 1 POOL STORAGE
- 2 LIFEGUARD
- 3 FIRST AID
- 4 SPECIAL NEEDS BATHROOMS
- 5 ADMINISTRATION
- 6 MULTI-PURPOSE ROOM
- 7 RESTROOM
- 8 MECHANICAL
- 9 LOCKER ROOMS



**BUBBLE DIAGRAM - OPTION 2**

SCALE: 10' 20' 40'





**SITE PLAN KEY**

- 1 POOL DECK
- 2 PLAYGROUND
- 3 LAP SWIM AREA
- 4 SHALLOW POOL AREA
- 5 POOL HOUSE
- 6 YOUTH CENTER
- 7 WADING POOL
- 8 WADING POOL PUMP BUILDING
- 9 LAWN / PLAY AREA
- 10 LIFEGUARD
- 11 STORAGE SHED



**SITE PLAN - EXISTING**

SCALE: 10' 20' 40' NORTH

**BELLE HAVEN POOL**  
FACILITY AUDIT & MASTER PLAN REPORT





**BUBBLE DIAGRAM KEY**

- 1 WADING POOL PUMP ROOM
- 2 CHEMICAL STORAGE
- 3 BATHROOM & JANITORIAL
- 4 ADMINISTRATION
- 5 MULTI-PURPOSE ROOM
- 6 MECHANICAL
- 7 LOCKER ROOM
- 8 KITCHEN
- 9 OFFICE
- 10 UTILITY & STORAGE
- 11 LIFEGUARD STORAGE
- 12 STORAGE



**BUBBLE DIAGRAM - EXISTING**



**BELLE HAVEN POOL**  
**FACILITY AUDIT & MASTER PLAN REPORT**





**SITE PLAN KEY**

- 1 NEW POOL DECK / EMERGENCY LIGHTING
- 2 EXPANDED POOL DECK
- 3 EXISTING PLAYGROUND
- 4 EXISTING LAP SWIM AREA
- 5 EXISTING SHALLOW POOL AREA
- 6 REMODELED POOL HOUSE
- 7 REMODELED YOUTH CENTER / MPR
- 8 NEW WADING POOL / SPRAYGROUND
- 9 NEW OUTDOOR COVERED STORAGE
- 10 NEW SHADE / CABANA RENTAL
- 11 IMPROVED LAWN / PLAY AREA
- 12 NEW SHADE / PARTY RENTAL AREA
- 13 NEW SHADE STRUCTURE
- 14 NEW UMBRELLA
- 15 OPTIONAL RAMP POOL ENTRY



**SITE PLAN - OPTION A**



**BELLE HAVEN POOL**  
**FACILITY AUDIT & MASTER PLAN REPORT**





**BUBBLE DIAGRAM KEY**

- 1 NEW OUTDOOR STORAGE
- 2 NEW LIFEGUARD
- 3 NEW FIRST AID
- 4 NEW SPECIAL NEEDS BATHROOM & JANITORIAL
- 5 NEW ADMINISTRATION
- 6 EXISTING MULTI-PURPOSE ROOM
- 7 EXISTING MECHANICAL
- 8 EXISTING LOCKER ROOM
- 9 EXISTING UTILITY & STORAGE



**BUBBLE DIAGRAM - OPTION A**



**BELLE HAVEN POOL**  
**FACILITY AUDIT & MASTER PLAN REPORT**







**SITE PLAN KEY**

- 1 NEW POOL DECK
- 2 ADDED PERFORMANCE LIGHTING
- 3 EXISTING PLAYGROUND
- 4 NEW LAP POOL
- 5 NEW WARM WATER ACTIVITY POOL
- 6 NEW SHADE STRUCTURE
- 7 NEW POOL HOUSE
- 8 IMPROVED LAWN / PLAY AREA
- 9 IMPROVED DROP OFF
- 10 BEACH ENTRY WITH PLAY ELEMENTS
- 11 NEW UMBRELLA

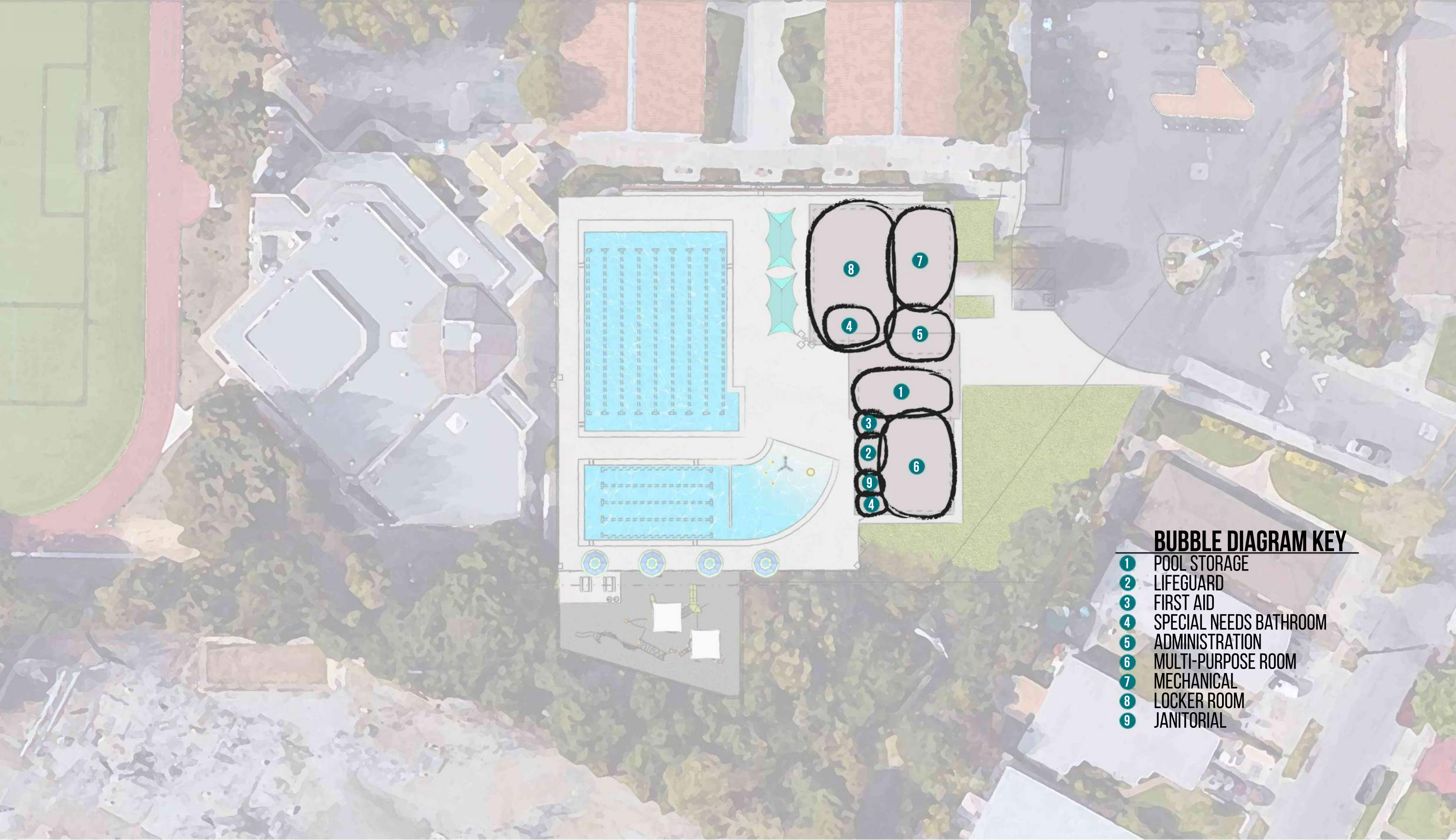


**SITE PLAN - OPTION B**



**BELLE HAVEN POOL**  
**FACILITY AUDIT & MASTER PLAN REPORT**





**BUBBLE DIAGRAM KEY**

- 1 POOL STORAGE
- 2 LIFEGUARD
- 3 FIRST AID
- 4 SPECIAL NEEDS BATHROOM
- 5 ADMINISTRATION
- 6 MULTI-PURPOSE ROOM
- 7 MECHANICAL
- 8 LOCKER ROOM
- 9 JANITORIAL



**BUBBLE DIAGRAM - OPTION B**



**BELLE HAVEN POOL**  
**FACILITY AUDIT & MASTER PLAN REPORT**



**STAFF REPORT****City Council****Meeting Date:** 10/10/2017**Staff Report Number:** 17-244-CC

**Informational Item:** **Update on development of a citywide communications plan and federal/state legislative advocacy**

**Recommendation**

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

**Policy Issues**

It has been the City Council's policy to annually adopt its Work Plan. The items in this discussion are included in Council's adopted 2017 Work Plan.

**Background**

At the February 7, 2017 City Council meeting, the City Council approved the 2017 work plan. The City Council work plan for 2017 includes 53 items, some of which include multiple components.

**Analysis**

Two work plan items that are being updated are:

- City Council Work Plan Item #37: Development of a Citywide Communications Program
- City Council Work Plan Item #41: Federal and State Lobbying Initiative

On August 11, 2017, the City Manager's Office prepared and released a Request for Qualifications (RFQ) to help develop citywide communications program and a Request for Proposals (RFP) to provide federal legislative advocacy in support of the City's federal agenda.

The purpose in developing a communications plan is to assess current strategies and develop a proactive approach in communicating information and marketing programs to the public. This effort will improve the quality and consistence of our communications, reflect a strong sense of community, and showcase our community's vibrant and innovate culture.

The objective in seeking federal advocacy is to assist the City in improving efforts to influence legislation, coordinate meetings with elected representatives, and develop strategies to obtain funding for the City's projects and programs, including, but not limited to major transportation and infrastructure projects.

Both of the bid postings closed on September 8, 2017. The City received five proposals in response to the Communications Plan RFQ and thirteen proposals in response to the Federal Legislative Advocacy RFP. Proposals have been ranked by a group of staff, with a selected number of finalists being invited to interviews for the weeks of October 2 and 9.

Staff anticipates that recommendations for both proposals will be presented at the October 17 Council meeting.

Report prepared by:  
Peter Ibrahim, Management Analyst II



## STAFF REPORT

**City Council Meeting Date:** 10/10/2017  
**Staff Report Number:** 17-239-CC

**Informational Item:** Biannual review of data captured by automated license plate readers (ALPRs) for the period beginning April 2, 2017, through October 2, 2017

### Recommendation

Pursuant to Menlo Park Municipal Code, staff is required to present a biannual review of the data captured from the Police Department's automated license plate readers.

### Policy Issues

This report is presented pursuant to Menlo Park Ordinance No. 1007.

### Background

On September 24, 2013, the City Council approved the purchase and installation of mobile automated license plate readers (ALPRs) mounted on three police vehicles.

At the May 13, 2014, City Council meeting, the City Council approved Ordinance No. 1007 regarding the use of automated license plate readers. It states, "Northern California Regional Information Center (NCRIC) will give a quarterly report to the Police Department which shall indicate the number of license plates captured by the ALPR in the City of Menlo Park, how many of those license plates were "hits" (on an active wanted list), the number of inquiries made by Menlo Park personnel along with the justifications for those inquiries and information on any data retained beyond six months and the reasons for such retention."

On February 9, 2016, the City Council approved moving the ALPR reviews from quarterly to biannually.

### Analysis

From April 2, 2017, through October 2, 2017, the Menlo Park ALPR system captured 396,761 license plates. The data captured resulted in 275 "hits" that a captured license plate was currently on an active wanted list. The vast majority of the hits were subsequently deemed to be a "false read" after further review by the ALPR operator. A "false read" is when a photograph of the license plate and the computer's interpretation of the number / letter combination from the photo do not match. For example, a photograph of a license plate with the number "8" could be digitally interpreted as a "B."

During this period, the ALPR system was responsible for the recovery of two stolen vehicles. Also during this period, police personnel made 31 inquiries into the database during the investigation of crimes occurring in Menlo Park or where a Menlo Park resident was known to have an active warrant for their arrest or was wanted as a named suspect in connection to criminal activity.

Staff Report #: 17-239-CC

There were no captured license plate data retained beyond the six-month limitation set forth in the municipal code.

**Public Notice**

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

Report prepared by:  
William A. Dixon, Police Commander



## STAFF REPORT

**City Council Meeting Date:** 10/10/2017  
**Staff Report Number:** 17-240-CC

**Informational Item:** Biannual review of Taser program for the period beginning February 1, 2017, through July 31, 2017

### Recommendation

Pursuant to a request by the City Council, staff is required to present biannual data on the Police Department use of Taser device.

### Policy Issues

This informational report is being presented to comply with City Council direction requesting a biannual assessment of the Police Department's Taser program.

### Background

On October 7, 2014, staff presented the one-year results of the Police Department Taser assessment. Following that review, the City Council approved the purchase and deployment of the Taser device department-wide and to continue a quarterly assessment of the Taser program. On February 9, 2016, the City Council approved moving the Taser reviews from quarterly to biannually.

### Analysis

The Police Department has trained and issued the Taser device to 100 percent of its officers, detectives and sergeants.

Between February 1, 2017, and July 31, 2017, the department has had six active Taser uses.

In one instance, the Taser was instrumental in preventing serious injury or death to both police officers and a suspect as he advanced on several uniformed officers while armed with a large kitchen knife in front of a local hotel. Deploying the Taser allowed for the suspect to be safely taken into custody.

In a second instance, Menlo Park police officers responded to assist the East Palo Alto Police Department in locating a reported man with a gun. Menlo Park officers located the described suspect hiding in an apartment complex. The subject refused the officer's directions and actively resisted in an attempt to flee. With no choice, other than to actively physically engage with the subject, the officer deployed his Taser allowing the fleeing subject to be safely detained. A replica handgun matching the description provided by the original caller was located nearby.

Finally, during a third incident, officers responded to a report of a man armed with a rifle and knife. Upon arrival, the described subject was located and he refused to comply with officer commands. Fearing for their safety, due to the potential for weapons within close proximity to the suspect, the officer deployed his Taser.

The suspect subsequently complied with the officers directives and the suspect safely detained. The knife and a replica rifle were then recovered.

During the same period, a Taser was utilized on four occasions in a “display only” manner. In all of these situations, officers displayed their Taser device in an effort to control suspects who were disobeying lawful orders and actively resisting or threatening officers. In all cases, the suspects immediately complied when confronted by the Taser device.

### **Public Notice**

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

Report prepared by:  
William A. Dixon, Police Commander