



**SPECIAL AND REGULAR MEETING AGENDA – SECOND AMENDMENT**

**Date:** 3/10/2020  
**Time:** 6:00 p.m.  
**City Council Chambers**  
**701 Laurel St., Menlo Park, CA 94025**

This amended agenda includes updates to item G3.

City Councilmember Catherine Carlton will be participating by phone from:  
Omni Shoreham Hotel  
2500 Calvert Street NW  
Washington, DC 20008

According to City Council policy, all regular meetings of the City Council are to end by midnight unless there is a super majority vote taken by 11:00 p.m. to extend the meeting and identify the items to be considered after 11:00 p.m.

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

**A. Presentations and Proclamations**

- A1. "My Community" youth poster exhibition
- A2. Facebook community benefits update

**B. Study Session**

- B1. Discuss City Council policies and procedures

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

**C. Call To Order**

**D. Roll Call**

**E. Pledge of Allegiance**

**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. Consent Calendar**

- G1. Accept the City Council meeting minutes for January 14 and February 11, 2020 ([Attachment](#))
- G2. Authorize the city manager to execute a second amendment to the renewable lease agreement at 871A and 871B Hamilton Avenue (Neighborhood Service Center) ([Staff Report #20-060-CC](#))
- G3. ~~Adopt Resolution No. 6548 proposing to abandon public right-of-way adjacent to 100-110 Terminal Avenue~~  
Adopt Resolution No. 6548 proposing to abandon public right-of-way and public utility easements adjacent to and within 100-110 Terminal Avenue ([Staff Report #20-058-CC](#))
- G4. Award a construction contract to Saviano Company Inc. for the reconstruction of Nealon Park tennis courts project ([Staff Report #20-057-CC](#))
- G5. Designate the Environmental Quality Commission as appeal board for nonresidential kitchens requesting use of gas-fueled appliances ([Staff Report #20-054-CC](#))
- G6. Adopt Resolution No. 6547 approving to enter into San Mateo County operational area building safety inspection program mutual aid agreement ([Staff Report #20-050-CC](#))
- G7. Approve the permanent neighborhood traffic plan measures for Baywood Avenue, Clover Lane, Blackburn Avenue, McKendry Drive and Marmona Drive ([Staff Report #20-056-CC](#))
- G8. Authorize the Mayor to sign a letter of support and the city manager to submit an application with the county of San Mateo for the Stanford recreation mitigation fund ([Staff Report #20-059-CC](#))

**H. Regular Business**

- H1. Receive a progress report on Menlo Park’s tenant relocation assistance program administered by Samaritan House and provide direction on the next steps ([Staff Report #20-055-CC](#))
- H2. Introduction and first reading of Ordinance No. 1067 requiring safe storage of firearms in residences ([Staff Report #20-052-CC](#))

**I. Informational Items**

- I1. City Council agenda topics: March 2020 to May 2020 ([Staff Report #20-049-CC](#))

**J. City Manager's Report**

**K. City Councilmember Reports**

**L. Adjournment**

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 Council 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. For appeal hearings, appellant and applicant shall each have 10 minutes for presentations.

If you challenge any of the items listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Menlo Park at, or prior to, the public hearing.

Any writing that is distributed to a majority of the City Council by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available for inspection at the city clerk's office, 701 Laurel St., Menlo Park, CA 94025 during regular business hours. Persons with disabilities, who require auxiliary aids or services in attending or participating in City Council meetings, may call the City Clerk's Office at 650-330-6620.

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**SPECIAL AND REGULAR MEETING MINUTES – DRAFT**

**Date:** 1/14/2020  
**Time:** 5:00 p.m.  
**City Council Chambers**  
**701 Laurel St., Menlo Park, CA 94025**

**5:00 p.m. Closed Session (City Hall - “Downtown” Conference Room, 1st Floor)**

Mayor Taylor called the meeting to order at 5:07 p.m.

**Roll Call**

**Present:** Carlton, Combs, Nash, Mueller, Taylor  
**Absent:** None  
**Staff:** City Manager Starla Jerome-Robinson, City Attorney William McClure, Deputy City Clerk Neetu Salwan (excused at 5:10 p.m.), Administrative Services Director Lenka Diaz, Human Resources Manager Theresa DellaSanta

CL1. Public employment (Gov. Code section 54957.) City Attorney recruitment

**Public Comment**

None.

Mayor Taylor adjourned the meeting at 5:25 p.m.

**5:30 p.m. Study Session**

**A. Call To Order**

Mayor Taylor called the meeting to order at 5:38 p.m.

**B. Roll Call**

**Present:** Carlton, Combs, Nash, Mueller, Taylor  
**Absent:** None  
**Staff:** City Manager Starla Jerome-Robinson, City Attorney William McClure, Deputy City Clerk Neetu Salwan

**C. Pledge of Allegiance**

Mayor Taylor lead the Pledge of Allegiance.

SS1. Preliminary resource capacity analysis for anticipated 2020 projects (Staff Report #20-011-CC)

Assistant City Manager Nick Pegueros made the presentation (Attachment).

- Pamela Jones expressed appreciation for the staff presentation and overall experience of the

staff.

- Karen Grove spoke in support of increasing staff in the community development department.
- Karen Camacho spoke in favor of increasing staff in community development housing projects.

The City Council requested further discussion on staff vacancies and a status report on hiring. City Councilmembers Mueller and Nash were appointed to a subcommittee to discuss staff vacancies.

- SS2. Confirm the approach to updating the transportation impact analysis guidelines related to vehicle miles traveled and level of service (Staff Report #20-009-CC)

Acting Senior Transportation Manager Kevin Chen introduced the item.

Senior Associate with CHS Consulting Group Magnus Barber made the presentation (Attachment).

The City Council received clarification on technical terminologies and the approach to updating the guideline.

- Jen Wolosin expressed driving safety concerns near Willow Market and suggested moving away from level of service (LOS) measurements.
- Adina Levin suggested that review of other cities vehicle miles travel (VMT) studies be conducted and continue the use of LOS.
- Pamela Jones suggested that City Council, Commissioners, City staff and the consultant experience traffic during peak hours (morning and evening) throughout the City before deciding on a solution.

City Council took a break at 7:49 p.m.

City Council reconvened at 8:01 p.m.

The City Council directed staff to revise the consultant scope to retain LOS as a transportation study local metric and to preserve transportation related equities citywide.

## **H. Public Comment**

None.

Mayor Taylor reordered the agenda.

- K1. Update on Belle Haven community center and library (Staff Report #20-005-CC)

Vice Mayor Combs was recused and exited the chambers at 8:46 p.m.

- Israel Harris spoke in favor of retaining the name Onetta Harris Community Center.
- Vanessa Carlisle spoke in favor of commemorating history in the naming of the new facility.
- David Harper spoke in favor of retaining the name Onetta Harris Community Center.
- Onetta Harris spoke in favor of retaining the name Onetta Harris Community Center.
- Ken Harris spoke in favor of retaining the name Onetta Harris Community Center.
- Greg Goodwin spoke in favor of retaining the name Onetta Harris Community Center.

- Fergus O’Shea, representing Facebook, stated that naming the community center will be a community decision.
- Matt Henry suggested to name the community center after Aaron Johnson.

The City Council confirmed that the community will be a part of the naming process.

Vice Mayor Combs reenter the chambers at 9:19 p.m.

## **E. Presentations and Proclamations**

### **E1. Manzanita Talks**

Nancy Shepherd and Aaron Aknin from Manzanita Works made a presentation.

## **D. Report from Closed Session**

City Manager Starla Jerome-Robinson reported that City Attorney William McClure has submitted his resignation effective March 4. The search for his replacement will begin January 15.

## **F. Commissioner Reports**

### **F1. Sister City Committee update (Staff Report #20-003-CC)**

City Council removed this item from the agenda and tentatively rescheduled for February 11

### **F2. Complete Streets Commission report (Staff Report #20-007-CC)**

Chair Katie Behroozi made presentation (Attachment).

## **G. Commission/Committee Vacancies and Appointments**

### **G1. Consider applicants and make an appointment to fill a vacancy on the San Mateo County Mosquito and Vector Control District (Staff Report #20-002-CC)**

**ACTION:** Motion and second (Mueller/ Nash) to appoint Ron Shepherd for a two-year term to the San Mateo County Mosquito and Vector Control District, passed unanimously.

## **I. Consent Calendar**

Item I2 was pulled from the consent calendar and continued to a future meeting, to be determined.

### **I1. Accept the City Council meeting minutes for December 2, 2019 (Attachment)**

### **I2. Adopt a resolution changing Menlo Park’s Friendship City agreement with Bizen, Japan to a Sister City agreement (Staff Report #20-006-CC)**

This agenda item has been removed from the agenda and tentatively rescheduled for February 11

### **I3. Confirmation that city has no current need to use the pre-school building located at Nealon Park and**

authorize city manager to memorialize five year extension to lease agreement with Menlo-Atherton Cooperative Nursery School (Staff Report #20-008-CC)

City Council discussed and received clarification on updating the lease agreement.

- I4. Authorize a representative of the City Council to sign the Manzanita Talks joint statement (Staff Report #20-010-CC)

**ACTION:** Motion and second (Carlton/ Combs) to approve the consent calendar except item I2, passed unanimously .

## **J. Regular Business**

- J1. Amend the agreement with AECOM Technical Services, Inc. for the Ravenswood Avenue railroad crossing study (Staff Report #20-004-CC)

Interim Public Works Director Nikki Nagaya made the presentation (Attachment).

- Marcy Abramowitz with donated time from Jeff Abramowitz expressed concern regarding the elevated height of railway tracks in close proximity to residences, visual impact concerns and requested changes in the scope of work as outlined in written comments (Attachment).

The City Council discussed the merits of a fully elevated over downtown rail alternative and the relative priority of this study in consideration of other transportation priorities in the City.

**ACTION:** Motion and second (Mueller/Combs) to amend the agreement with AECOM Technical Services, Inc. for the Ravenswood Avenue railroad crossing study and appoint an ad-hoc subcommittee to meet with staff to consider Ms. Abramowitz's comments to add to the scope of work, passed 4-1 (Nash dissents).

**ACTION:** By acclamation, the City Council extended the meeting past 11 p.m.

**ACTION:** By acclamation, the City Council appointed Vice Mayor Combs and City Councilmember Mueller to the ad hoc subcommittee for AECOM Technical Services scope of work.

## **K. Informational Items**

- K2. City Council agenda topics: January 2020 to March 2020 (Staff Report #20-001-CC)

## **L. City Manager's Report**

None.

## **M. City Councilmember Reports**

City Councilmember Carlton reported on a meeting at the World Economic Forum.

City Councilmember Carlton and Nash reported on the Peninsula Clean Energy strategic.

Mayor Taylor and City Councilmember Carlton reported on the Ad Hoc Subcommittee on the Belle

Haven community center and library.

- M1. Vice Mayor proposed that the City Council consider a safe storage of fire arms in a residence ordinance.

City Council expressed a consensus to place consideration of a safe storage of fire arms in a residence ordinance on a future City Council agenda.

**N. Adjournment**

Mayor Taylor adjourned the meeting at 11:10 p.m.

Neetu Salwan, Deputy City Clerk





**SPECIAL AND REGULAR MEETING MINUTES – DRAFT**

**Date:** 2/11/2020  
**Time:** 5:30 p.m.  
**City Council Chambers**  
**701 Laurel St., Menlo Park, CA 94025**

City Councilmember Carlton participated by phone from:

City Councilmember Catherine Carlton will be participating by phone from:  
Plaza Marchi Old Town  
Ul.Mihovilova sirina 1, Split, 21000, Croatia

**5:30 p.m. Closed Session (City Hall - “Downtown” Conference Room, 1st Floor)**

Mayor Taylor called the meeting to order at 5:33 p.m.

**Roll Call**

**Present:** Combs, Nash, Mueller (arrived at 5:46 p.m.), Taylor  
**Absent:** Carlton  
**Staff:** City Manager Starla Jerome-Robinson, Administrative Services Director Lenka Diaz,  
City Clerk Judi A. Herren (excused at 5:37 p.m.)

**Public Comment**

- Soody Tronson provided items to consider regarding recruitment (Attachment).

CL1. Public employment (Gov. Code section 54957.)  
City Attorney recruitment

Mayor Taylor adjourned to the special meeting at 6 p.m.

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

**A. Call To Order**

Mayor Taylor called the meeting to order at 6:03 p.m.

**B. Roll Call**

**Present:** Carlton, Combs, Nash, Mueller, Taylor  
**Absent:** None  
**Staff:** City Manager Starla Jerome-Robinson, City Attorney William McClure, City Clerk Judi A. Herren

**C. Pledge of Allegiance**

Mayor Taylor led the Pledge of Allegiance.

- SS1. Receive direction on interim service levels during construction of the Belle Haven community center and library ([Staff Report #20-025-CC](#))

Finance and Budget Manager Dan Jacobson made the presentation ([Attachment](#)).

- Pamela Jones spoke on concerns of long-term impacts when reducing and eliminating services.
- Julie Shanson expressed concerns about reducing and eliminating senior services or the game room.

City Council discussed the need for retaining senior and youth services. There was City Council consensus around staff recommendations.

City Council took a break at 6:45 p.m.

City Council reconvened at 7:00 p.m.

## Regular Session

### D. Report from Closed Session

None.

### E. Presentations and Proclamations

- E1. Mayor and Sister City Committee honored the scouts for assisting with the Bizen delegation

Sister City Committee Chair George Yang, Member Brian Gilmer, and Mayor Taylor presented certificates to the Scouts ([Attachment](#)).

Mayor Taylor reordered item F. Commission Reports.

### F. Commissioner Reports

- F2. Sister City Committee update ([Staff Report #20-003-CC](#))

Sister City Committee member Brian Gilmer made the presentation ([Attachment](#)).

- Soody Tronson spoke on concerns on the financial accessibility of the program.

Sister City Committee Member City Councilmember Carlton explained the scholarship programs for participants.

- F1. Finance and Audit Committee update ([Staff Report #20-032-CC](#))

Finance and Audit Committee Chair Soody Tronson made the presentation ([Attachment](#)).

## **G. Public Comment**

- Peter Colby spoke on the democratic process regarding new developments and Planning Commission considerations.

Mayor Taylor reordered the agenda.

## **M. City Councilmember Reports**

City Councilmember Mueller reported on correspondence with Supervisor Joe Simitian's office regarding the Stanford project.

City Councilmember Nash reported on attending the League of Cities and the Association of Bay Area Governments (ABAG) meetings as well as "meet and chat" with Menlo Park Police Chief Dave Bertini.

Mayor Taylor reported on attending the League of Cities, ABAG, and the SFO Airport/Community Roundtable meetings.

Vice Mayor Combs reported on attending the San Francisquito Creek Joint Powers Authority meeting.

City Manager Jerome-Robinson reported on attending the League of California Cities – City Managers Conference.

## **H. Consent Calendar**

City Councilmember Nash pulled items H2, H3, H4, and H5.

- H1. Accept the City Council meeting minutes for December 16 and 17, 2019 and January 27, 2020 ([Attachment](#))

**ACTION:** Motion and second (Combs/ Mueller) accept the City Council meeting minutes for December 16 and 17, 2019 and January 27, 2020, passed unanimously.

- H2. Authorize the city manager to execute funding agreements with the City/County Association of Governments of San Mateo County and the California Department of Transportation and release a bond from Anton Menlo for the Haven Avenue streetscape improvements project ([Staff Report #20-031-CC](#))

Staff provided clarification on the specifics of the project.

- H3. Adopt a resolution changing Menlo Park's Friendship City agreement with Bizen, Japan to a Sister City agreement ([Staff Report #20-006-CC](#))

City Council directed the Sister City Committee becoming a non-profit.

H4. Approve staggering term expiration dates for Sister City Committee ([Staff Report #20-024-CC](#))

City Council directed staff to extend the current terms through July 30, 2020.

**ACTION:** Motion and second (Taylor/ Carlton) to extend the Sister City Committee term through July 30, 2020, passed unanimously.

H5. Adopt Resolution No. 6541 initiating the Menlo Park landscape assessment district proceedings for fiscal year 2020-21 ([Staff Report #20-030-CC](#))

City Council discussed the City accepting maintenance responsibility for all sidewalks, not just those damaged by trees, on a temporary or permanent basis, to encourage sidewalks in front of residences. The City Council requested a future report on this topic once staff capacity allows. City Council also requested a report on the standards for sidewalk repairs used citywide.

**ACTION:** Motion and second (Combs/ Mueller) to approve the consent calendar, except items H1 and H4, passed unanimously.

City Councilmember Mueller exited the chambers at 8:12 p.m.

City Councilmember Mueller reentered the chambers at 8:14 p.m.

Mayor Taylor reordered item I. Public Hearing.

**I. Public Hearing**

I2. Consider the Planning Commission's recommendation to approve architectural control, use permit, major subdivision, and below market rate housing agreement for nine single-family residential units located at 661-687 Partridge Avenue ([Staff Report #20-028-CC](#))

Associate Planner Ori Paz made the presentation (Attachment).

The applicant made a presentation (Attachment).

- Peter Colby spoke on the needs of the current residents including sewer impacts and housing availability for current residents.

City Council discussed the amount of parking per unit and received clarification on the displaced residents. Staff clarified that the development would consist of seven single-family homes and one duplex.

**ACTION:** Motion and second (Nash/ Combs) to approve architectural control, use permit, major subdivision, and below market rate housing agreement for nine single-family residential units located at 661-687 Partridge Avenue, by resolutions, passed unanimously.

I1. Adopt Resolution No. 6540 to approve a conditional development permit amendment for a 240-room hotel and to reduce the associated required number of parking spaces at 301 Constitution Drive (citizenM Hotel) ([Staff Report #20-029-CC](#))

Vice Mayor Combs was recused from this item and exited the chambers at 8:33 p.m.

Senior Planner Kaitie Meador and Assistant City Attorney Leigh Prince made the presentation (Attachment).

The applicant made a presentation (Attachment).

- Barrie Hathaway, CEO of JobTrain, spoke in support of the project.
- Peter Drekmeier commented that the water supply assessment for Facebook and ConnectMenlo will need to be revised in order for this project to go forward (Attachment).
- Fran Dehn, representing the Chamber of Commerce, spoke in support of the amendment.
- Pamela Jones spoke in support of the project.

The City Council took a break at 9:24 p.m.

The City Council reconvened at 9:36 p.m.

City Council received clarification on the water assessment concern raised by Mr. Drekmeier. City Council discussed design options, hotel services and hiring, vehicle entry points, parking, and traffic impacts.

**ACTION:** Motion and second (Nash/Taylor) to Adopt Resolution No. 6540 to approve a conditional development permit amendment for a 240-room hotel and to reduce the associated required number of parking spaces at 301 Constitution Drive (citizenM Hotel) including a commitment to meet with Mayor Taylor and City Councilmember Nash to discuss the memorandum of understanding with JobTrain and the potential for 25 percent first source hiring, agreement to pay the current transportation impact fee (TIF) on all 240 units, a commitment to discuss potential transportation improvements in the Bayfront Area with Mayor Taylor and City Councilmember Nash, and direct staff to review water assessment and supply evaluation, passed 4-0-1 (Combs recused).

Vice Mayor Combs reentered the chambers at 10:37 p.m.

## **J. Regular Business**

- J1. Authorize city manager to negotiate with Team Sheeper to temporarily suspend Belle Haven pool operations until Belle Haven community center and library project is completed and Belle Haven pool is reopened or rebuilt and, if not successful, terminate the Belle Haven pool portion of the operating agreement ([Staff Report #20-033-CC](#))

Community Services Director Derek Schweigart introduced the item.

City Council directed staff to request that the pool operator extend the Belle Haven pool operations through October 1. City Council received clarification on Measure T funds and how they can be used.

**ACTION:** Motion and second (Nash/ Taylor) to authorize city manager to negotiate with Team Sheeper to temporarily suspend Belle Haven pool operations until Belle Haven community center and library project is completed and Belle Haven pool is reopened or rebuilt and, if not successful, terminate the Belle Haven pool portion of the operating agreement, passed unanimously.

- J2. Approve recommendation by the Parks and Recreation Commission and authorize city manager to execute agreement with Menlo Park Public Art for a pilot public art proposal ([Staff Report #20-027-CC](#))

Mayor Taylor continued this item to a future meeting.

#### **K. Informational Items**

- K1. City Council agenda topics: February 2020 to April 2020 ([Staff Report #20-021-CC](#))

City Council discussed adding a column to the attachment to identify the agenda item's relationship to the City Council work plan.

- K2. Update and next steps on utility underground priorities ([Staff Report #20-026-CC](#))

- K3. Update on 2020 goal-setting process ([Staff Report #20-034-CC](#))

- Lynne Bramlett commented that there were no emails included in the staff report and attachments.

City Council directed staff to include all emails regarding City Council goal setting received by [city.council@menlopark.org](mailto:city.council@menlopark.org) (CCIN) to be included in the January 30 minutes.

#### **L. City Manager's Report**

None.

#### **N. Adjournment**

Mayor Taylor adjourned the meeting at 11:03 p.m.

Judi A. Herren, City Clerk

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## STAFF REPORT

**City Council Meeting Date:** 3/10/2020  
**Staff Report Number:** 20-060-CC

**Consent Calendar:** Authorize the city manager to execute a second amendment to the renewable lease agreement at 871A and 871B Hamilton Avenue (Neighborhood Service Center)

### Recommendation

Staff recommends that the City Council authorize the city manager to execute a second amendment to the renewable lease agreement with LLBG Properties LLC as successor-in-interest to TF El Camino Center, LLC and Doris G. Tougas, trustee of the Tougas Family QTIP Trust "C" for 871A and 871B Hamilton Avenue in Menlo Park.

### Policy Issues

The Neighborhood Service Center at 871A and 871B Hamilton Avenue has increased community access to police and other City resources in the Belle Haven neighborhood. This is consistent with a broader City Council interest to improve City services in the Belle Haven neighborhood.

### Background

A police substation has been located in the Belle Haven neighborhood since the 1980s. Initially, it was sited at a leased space on the corner of Newbridge Street and Willow Road. However, the facilities there suffered from a lack of use by both the community and the police department. In 2013, the City Council goal setting process in conjunction with the Belle Haven visioning process highly prioritized the relocation of the police substation. Various locations were explored but the most viable ended up being 871A and 871B Hamilton Avenue. The 1,846 square foot space in a retail complex was chosen for its high visibility and parking along with the proposed facility being consistent with zoning and land use approvals for the property.

While in negotiations with the property owners of 871A and 871B Hamilton Avenue to initially lease the space, staff were approached by representatives of Facebook, Inc. who expressed a willingness to advance the City Council's stated goals for a more attractive community police facility in the neighborhood. This included an offer to contribute financially toward that outcome. There were two components to the proposed financial contribution. First, Facebook offered to supplement the cost difference between the City's lease at the existing Newbridge site and the new lease at the Hamilton site for three years. The difference was \$2,750 per month. Additionally, Facebook offered to provide, direct, and install all of the tenant improvements to make the site more neighborhood-friendly and attractive.

The location was renamed the Neighborhood Service Center to highlight the multipurpose goals for the location beyond a police substation. The center has served as an alternate location for police officers to write reports or work on projects. When officers are at the center, they meet with the public, take reports, sell parking permits, and address police needs on a walk-in basis. There is no single city position assigned to the center as a part of their permanent duties and as a result the center has no set hours of operations.



The center has also been used as a space for community meetings run by the police department and other City departments. Following adoption of the community housing fund in early 2019, Samaritan House South used the facility on a part-time basis (Tuesdays from 1 p.m. to 5 p.m.) to provide assistance to residents needing emergency housing services or resources. While Samaritan House South has moved this service to the former health clinic space in the Menlo Park Senior Center building, the partnership demonstrated the potential of the space for future community services and outreach. Staff would like to continue to have this space available to serve the community.

**Analysis**

The City signed an initial lease June 15, 2013, for three years with the option to renew for an additional two years. On July 17, 2018, the first amendment to the lease was signed to extend the lease for another 12 months to June 30, 2019. The City has continued to operate the Neighborhood Service Center and pay rent since the lease expiration in June 2019.

The proposed second amendment to the lease agreement (Attachment A) would extend the lease an additional 24 months from the June 30, 2019, expiration date, as well as update the lessor and the rental terms. In December 2019, the property was sold and the ownership changed from the Tougas Family QTIP Trust to LLBG Properties LLC, which is owned by Facebook Inc. The amendment will also convert the lease from a gross lease (where certain operating expenses, real property taxes, maintenance costs, and other expenses relating to the premises were included in the rent) to a triple-net lease (where the lessee reimburses the lessor for all operating expenses, insurance costs, real property taxes, maintenance costs, parking charges and any other expenses related to the premises) July 1, 2020. The conversion will drop the rent per month from \$4,417.99 (rent from July 1, 2019, to June 30, 2020) to \$2,178.28 (starting July 1, 2020) but leave the City responsible for 14 percent of operating expenses and taxes, which would be approximately \$2,400 per month. However, the increase in tax costs from the net lease will be capped at 3 percent annually to protect the City from the significantly increased tax assessment following the sale of the property. The intent is to keep the rent generally the same price.

**Impact on City Resources**

The lease amendment will impact City resources by increasing the rent on the Neighborhood Service Center by 3 percent in the first year and approximately three to 5 percent in the second year depending on variable operating expenses. The amendment will increase the lease cost retroactively July 1 July 1, 2019, by \$128.68 from \$4,289.31 to \$4,417.99. On July 1, 2020, the lease will convert from a gross lease to a net lease. That conversion is illustrated in Table 1 below.

Table 1: Gross to net lease conversion		
Dates	Rent per rentable square foot per month	Rent per month
July 1, 2018 – June 30, 2019	\$2.32	\$4,289.31
July 1, 2019 – June 30, 2020	\$2.39	\$4,417.99
July 1, 2020 – June 30, 2021	\$2.49*	\$4,600*

\*Approximation based on expected operating costs

The base rent after July 1, 2020, is lower to account for the fact that the City will be responsible for 14 percent of the operating expenses and taxes of the property under the net lease. Estimated costs

associated with the net lease in addition to the base rent can be broken down into general operating expenses (including insurance) and real property taxes. Costs associated with operating expense can vary year to year, but staff anticipates that the City's share will be approximately \$1,600 per month. For real property taxes, the recent sale and reassessment of the property would have led to significantly higher taxes, but the property owner has agreed to cap the increase in tax costs by 3 percent annually. The cap for tax costs would be \$745.09 per month from July 1, 2020, to June 30, 2021. In total, staff estimates that the total monthly cost for the first year of the net lease would be \$4,600.

In addition to future costs, the City will owe back pay for the period of time between July 1, 2019, and the present. The City has continued to pay the rent from the lease prior to expiration in the amount of \$4,289.31. The difference between that and the negotiated new lease amendment will result in a back payment for \$1,029.44 to the Tougas Family QTIP Trust.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

### **Public Notice**

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

### **Attachments**

A. Second amendment to lease agreement

Report prepared by:

John Passmann, Management Analyst II

Report reviewed by:

Deanna Chow, Interim Community Development Director

Dave Bertini, Police Chief

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this “**Amendment**”) is made and entered into as of June 30, 2019 (the “**Effective Date**”), by and between LLBG Properties LLC, a Delaware corporation, as successor-in-interest to TF El Camino Center, LLC, a California limited liability company, and Doris G. Tougas, Trustee of the Tougas QTIP Trust “C” (“**Lessor**”), and the City of Menlo Park, California, a California municipal corporation (“**Lessee**”).

### RECITALS:

A. Lessor and Lessee are parties to that certain AIR Commercial Real Estate Association Standard Industrial/Commercial Multi-Tenant Lease - Gross dated as of May 30, 2013 (the “**Original Lease**”) as amended by that certain Lease Amending Agreement dated July 17, 2018 (the “**First Amendment**”) (together, the “**Lease**”), pursuant to which Lessee leases from Lessor the premises consisting of approximately 1,846 rentable square feet known as 871A and 871B, Hamilton Ave., Menlo Park, California (the “**Premises**”), which is located within that certain shopping center known as Belle Haven Center (the “**Project**”). All capitalized terms used herein and not otherwise expressly defined herein shall have the meaning ascribed to such terms in the Lease.

B. The Lease Term expired on June 30, 2019 (the “**Existing Term Expiration Date**”), and Lessee and Lessor desire to extend the Lease Term for twenty-four (24) months from the Existing Term Expiration Date.

C. Lessor and Lessee now desire to amend and modify certain terms of the Lease, subject to and strictly in accordance with the terms of this Amendment.

NOW THEREFORE, in consideration of the premises, the mutual covenants herein contained, and each act to be performed hereunder by the parties, Lessor and Lessee agree to the following:

1. **Correction.** The Parties acknowledge and agree that the First Amendment incorrectly stated that the First Amendment was the “second amendment to the Lease” in Recital C. The parties agree that this Amendment shall constitute the second amendment to the Lease.

2. **Extended Lease Term.** The Lease Term is hereby extended for a period of twenty-four (24) months commencing on the Existing Term Expiration Date and expiring on June 30, 2021 (the “**Extended Term**”), unless sooner terminated by Lessor pursuant to the terms and conditions of this Amendment or the Lease. Lessee has no rights to extend or renew the Lease Term beyond the foregoing Extended Term, and Lessee hereby waives the benefit of any options to extend or renew the Lease Term pursuant to any provisions contained in the Lease.

3. **Condition of the Premises.** Lessee hereby accepts the Premises in its “as is” condition with all faults, and with no representations or warranties by Lessor nor any employee or agent of Lessor with respect to any portion of the Premises, the Building or the Project including, without limitation, any representation or warranty with respect to the suitability or fitness of the Premises, the Building or the Project for the conduct of Lessee’s business. Further, Lessee hereby acknowledges and agrees that, prior to the mutual execution and delivery of this Lease, Lessor has disclosed to Lessee the following disclosures required by California Civil Code Section 1938: (i) as of the date of this Lease, Lessor has not had the Premises inspected by a Certified Access Specialist (CASp) (as that term is defined in California Civil Code Section 55.52); and (ii) “A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of

the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.” Therefore and notwithstanding anything to the contrary contained in the Lease, Lessor and Lessee hereby agree that, (a) Lessee may, at its option and at its sole cost, cause a CASp to inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law, (b) the parties shall mutually coordinate and reasonably approve of the timing of any such CASp inspection so that Lessor may, at its option, have a representative present during such inspection, (c) if Lessee elects to perform a CASp inspection, then such CASp inspection shall be limited to the Premises, shall be performed at Lessee’s sole cost and expense, and a copy thereof shall be provided to Lessor. If such CASp inspection notes any deficiencies, then within sixty (60) days after receipt of the CASp inspection, Lessee shall remedy all such deficiencies at Lessee’s sole cost and expense, and Lessee shall obtain and provide to Lessor a copy of the CASp compliance certificate (which shall, without limitation, confirm the correction of all deficiencies noted in the CASp inspection). Without limiting the foregoing, Lessor is not required to perform or pay for any improvements in the Premises or otherwise, and is not offering any form of Lessee improvement allowance, free rent, or similar concession.

4. **Base Rent.** Commencing on the Effective Date and continuing for the duration of the Extended Term, the Base Rent for the Premises will be payable as follows:

Dates	Base Rent Per RSF/Mo (Approx.)	Base Rent Per Month
July 1, 2019 – June 30, 2020	\$2.39	\$4,417.99
July 1, 2020 – June 30, 2021	\$1.18	\$2,178.28

5. **Additional Rent – Conversion to NNN.** Subject to the terms and conditions of Section 6 below, it is the express intention of Lessor and Lessee that from and after July 1, 2020, the Lease shall convert from a “gross” lease (where certain operating expenses, real property taxes, maintenance costs, and other expenses relating to the Premises, Building and the Project were included in Base Rent) to a “triple-net” or a “NNN” lease (where Lessee reimburses Lessor for all operating expenses, insurance costs, real property taxes, maintenance costs, parking charges and any other expenses relating to the Premises, Building, Project, or Lessee’s use of the same). Lessee shall be responsible for all expenses of every kind and nature, including capital improvements as well as operating expenses. In furtherance of the foregoing, from and after July 1, 2020, the following provisions of the Lease are modified as follows:

5.1 **Lessee’s Share.** “Lessee’s Share” (as defined in Section 1.6 of the Lease) shall be fourteen percent (14%).

5.2 **Operating Expenses: Real Property Taxes and Insurance Charges.**

5.2.1 Paragraphs 4.2, 4.3, 8.1, and 10.2 of the Lease are hereby reinserted in their entirety (as though they are not stricken in the Lease).

5.2.2 Paragraph 4.2(a)(v) shall be restated as follows: “All Real Property Taxes (as defined in Paragraph 10)”.

5.2.3 Paragraph 4.2(a)(vi) shall be restated as follows: “The cost of the premiums of the insurance maintained by Lessor pursuant to Paragraph 8.”

6. **Real Property Taxes.** Notwithstanding any other provision set forth in the Lease or this Amendment, Lessor shall cooperate with Lessee in applying for and obtaining a property tax exemption (the “**Exemption**”) for the Premises to the extent permitted by applicable law, in which event Lessee shall not be responsible to pay any portion of the Real Property Taxes to the extent the Exemption applies to the Premises. In the event the Exemption does not apply to all or a portion of the Premises for any reason by July 1, 2020, then Lessee shall pay for Lessee’s Share of Real Property Taxes; provided, however, in no event shall Lessee be obligated to pay more than Lessee’s Share of Real Property Taxes in the amount assessed prior to the sale of the Project to Lessor, plus a three percent (3%) annual increase each July 1 of the Term. For purposes of clarification, it is the intent of the parties that either: (1) Lessee shall not be responsible for any Real Property Taxes pursuant to the Exemption when the Lease converts to a NNN lease on July 1, 2020, or (2) in the event the Exemption is not obtained or not applicable by July 1, 2020, Lessee shall only pay Lessee’s Share of Real Property Taxes before the reassessment of the Project triggered by the sale of the Project to Lessor, plus a three percent (3%) annual increase.

7. **Early Termination Option.** Lessor shall have the on-going right to terminate the Lease (the “**Termination Option**”) effective on the date specified by Lessor (the “**Early Termination Date**”). To exercise the Termination Option, Lessor shall give written notice to Lessee of Lessor's election to exercise the Termination Option not less than six (6) months before the Early Termination Date. The Lease shall terminate on the Early Termination Date specified in Lessor’s notice.

8. **Security Deposit.** Lessor shall continue to hold the Security Deposit in the amount of \$3,700.00 to secure the performance of all of Lessee’s obligations under the Lease (as amended by this Amendment) pursuant to Paragraph 5 of the Lease.

9. **Brokers.** Lessee represents to Lessor that Lessee has not dealt with any real estate broker, finder or similar third party with respect to this Amendment, and no other broker, finder or similar third party is in any way entitled to any broker’s fee or other payment in connection with this Amendment. Lessee shall indemnify and defend Lessor against any claims by any other broker, finder or similar third party claiming through Lessee for any payment of any kind in connection with this Amendment.

10. **Representations and Warranties.** Lessee hereby represents, warrants and agrees that: (i) there exists no breach, default or event of default by Lessee under the Lease (as amended by this Amendment), or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default by Lessee under the Lease (as amended by this Amendment); (ii) the Lease (as amended by this Amendment) continues to be a legal, valid and binding agreement and obligation of Lessee; (iii) there exists no breach, default or event of default by Lessor under the Lease (as amended by this Amendment), or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default by Lessor under the Lease (as amended by this Amendment), and Lessee has no claims against Lessor and has no offset or defense to its performance or obligations under the Lease (as amended by this Amendment); and (iv) Lessee has not assigned the Lease (as amended by this Amendment) or subleased any portion of the Premises and is the lawful owner of the leasehold estate and interest created under the Lease (as amended by this Amendment).

Lessee herein covenants by and for the Lessee and Lessee's heirs, personal representatives and assigns and all persons claiming under the lessee or through the lessee that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, religion, creed, sex, sexual orientation, marital status,

ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee or any person claiming under or through the Lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, vendees, or employees in the land herein leased.

11. **Lease Remains in Full Force and Effect.** Except as amended by this Amendment, the Lease shall remain in full force and effect. In the event of any inconsistency between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall prevail and control.

12. **Counterparts.** This Amendment may be signed in multiple counterparts each of which shall be deemed an original, but all of which shall, taken together, be but one and the same instrument. Delivery by facsimile, or e-mail of a PDF or other electronic copy, of a counterpart of this Amendment executed by Lessor or Lessee shall constitute delivery by such party of such party's executed counterpart of this Amendment.

13. **Entire Agreement.** This Amendment reflects, supersedes and merges all the prior agreements and negotiations of the parties hereto with respect to its subject matter, and contains their entire agreement.

14. **Effectiveness of Agreement.** In no event shall any draft of this Amendment create any obligations or liabilities, it being intended that only a fully-executed copy of this Amendment delivered by the parties hereto will bind the parties hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Amendment as of the date first written above.

**LESSOR:**

LLBG PROPERTIES LLC,  
a Delaware corporation, as successor-in-interest to TF El Camino Center, LLC, a California limited liability company, and Doris G. Tougas, Trustee of the Tougas QTIP Trust "C"

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LESSEE:**

CITY OF MENLO PARK,  
a California municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Cara E. Silver, Interim City Attorney



**STAFF REPORT – AMENDED**

**City Council**  
**Meeting Date:** 3/10/2020  
**Staff Report Number:** 20-058-CC

**Consent Calendar:** **Adopt Resolution No. 6548 proposing to abandon public right-of-way and public utility easements adjacent to and within 100-110 Terminal Avenue**

**Recommendation**

Staff recommends that the City Council adopt Resolution No. 6548 (Attachment A) to abandon right-of-way and public utility easements adjacent to and within 100-110 Terminal Avenue.

**Policy Issues**

The City is legally required by the State of California Streets and Highways Code, Section 8300, to go through a multistep process in order to abandon public right-of-way and public easements.

**Background**

In January 2020, the City Council adopted Resolution No. 6537 describing the City’s intent to collaborate with Facebook for the construction of a new community center and library in the Belle Haven neighborhood. The new facility is proposed to be constructed on the site of current Onetta Harris Community Center, Menlo Park Senior Center, and Belle Haven Youth Center located at 100-110 Terminal Avenue.

Portions of Kelly Park, the Menlo Park Senior Center, and the Belle Haven Pool are constructed on the Terminal Avenue right-of-way. The right-of-way established in a 1940 subdivision was never used as a roadway, and was not vacated and abandoned before to construction of the buildings in the 1970s and 1990s. The right-of-way is proposed to be officially vacated and abandoned in conjunction with the Belle Haven community center and library (BHCCL) project.

**Analysis**

Terminal Avenue was dedicated to the City in September 1940, on the map entitled Belle Haven City, recorded in Book 23 of Maps, Page 6, in the San Mateo County official records (see Attachment B.) The portion of Terminal Avenue that is proposed to be abandoned is a 60-foot wide “paper street” (see Attachment C.) A paper street is a road or street that appears on maps but does not exist in reality. In 1971 the Belle Haven Youth Center and Onetta Harris Community Center were constructed on the adjacent parcels, and in 1972 the pool was constructed within the paper street right-of-way. The Menlo Park Senior Center was subsequently constructed on the right-of-way in 1992.

Pursuant to the California Subdivision Map Act, abandoned right-of-way reverts to the adjacent property owner(s), which in this case is the City of Menlo Park. Upon recordation of the vacation, the City would relinquish its rights to use the property as a roadway, but would retain ownership of the land. A 5-foot wide



public utility easement is also proposed to be vacated and abandoned with the project. There are no known utilities located within the easement. Lots 3-26, and a portion of Lot 27, which are all owned by the City of Menlo Park, will be merged before to the vacation and abandonment. After the abandonment is recorded, the net effect will be one parcel.

#### Utility coordination

The City has received “no objection” letters from all relevant public utility agencies, provided that a portion of West Bay Sanitary District’s sewer main is converted to a private lateral. This would be accomplished by adding a new sewer manhole downstream of the existing manhole, which would serve as the delineation between public and private sewer. City staff is coordinating with West Bay on the design, and the improvements would take place with construction of the BHCCL. West Bay’s Board would need to approve the design before to final City Council action on the abandonment.

#### Abandonment procedure

The applicable abandonment procedure is a three step process that first requires that City Council adopt a resolution of intent to abandon the public right-of-way and public utility easements. The resolution forward the abandonment request to the Planning Commission for consideration at its May 18, meeting, and sets the time and date for the City Council public hearing as June 23, at 7 p.m. The Planning Commission would review the abandonment to determine if it is compatible with the City’s general plan, and forward its recommendation to the City Council for approval of the abandonment at the public hearing. Staff would advertise notices of the public hearing in the newspaper and at the site in accordance with the requirements of the Streets and Highways Code. An affidavit of posting would then be filed with the city clerk. Should the utility agencies, affected parties, Planning Commission, and City Council consider the abandonment favorably, a resolution ordering the vacation and abandonment of the public right-of-way and public utility easements adjacent to and within 100-110 Terminal Avenue would be recorded.

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

There is no direct impact on City resources associated with the actions in this staff report. The fee for staff time to review and process the abandonment is waived because the City is the applicant.

#### **Environmental Review**

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

#### **Public Notice**

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

#### **Attachments**

- A. Resolution No. 6548
- B. Subdivision map
- C. Aerial vacation exhibit

Report prepared by:  
Theresa Avedian, Senior Civil Engineer

Report reviewed by:

Staff Report #: 20-058-CC

Chris Lamm, Assistant Public Works Director

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**RESOLUTION NO. 6548**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
DECLARING THE INTENTION OF SAID CITY TO ABANDON PUBLIC RIGHT-  
OF-WAY AND PUBLIC UTILITY EASEMENTS ADJACENT TO AND WITHIN  
100-110 TERMINAL AVENUE**

WHEREAS, the City Council of the City of Menlo Park has considered the abandonment of Public right-of-way and public utility easements adjacent to and within 100-110 Terminal Avenue, as shown in Exhibit A, which is attached and made apart thereto; and

WHEREAS, the Planning Commission is scheduled to review the proposed abandonment for consistency with the City's general plan at its meeting on May 18, 2020; and

WHEREAS, the City Council will hold a public hearing on June 23, 2020 at approximately 7 p.m. as required by law to determine whether said public right-of-way and public utility easements shall be abandoned.

NOW, THEREFORE, BE IT RESOLVED, that a resolution of intention of the City Council of the City of Menlo Park does hereby propose the abandonment of public right-of-way and public utility easements adjacent to and within 100-110 Terminal Avenue.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council resolution was duly and regularly passed and adopted at a meeting by said City Council on the tenth day of March, 2020 by the following votes:

AYES:

NOES:

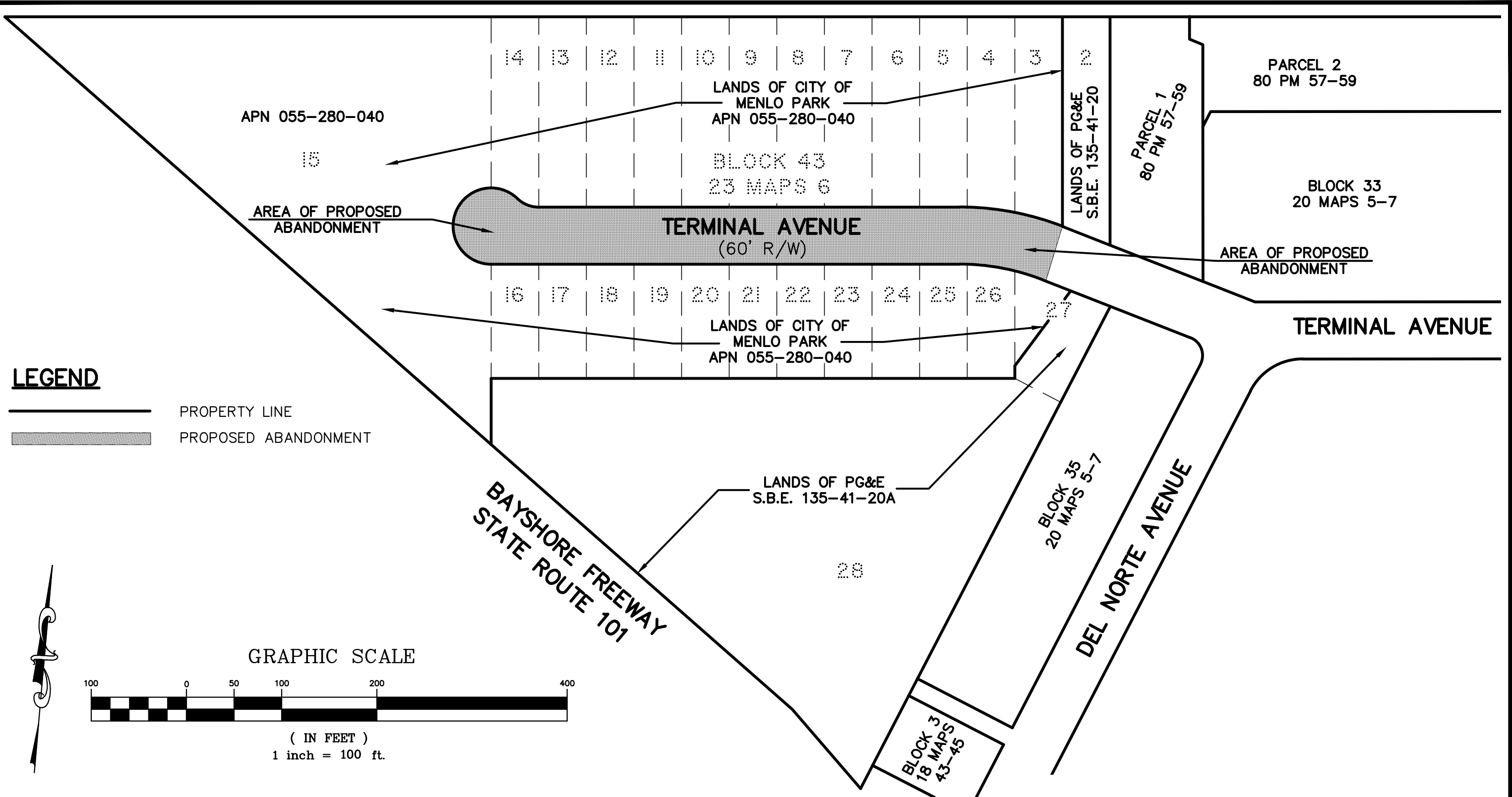
ABSENT:

ABSTAIN:



IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this tenth day of March, 2020.

---

Judi A. Herren, City Clerk



**LEGEND**

-  PROPERTY LINE
-  PROPOSED ABANDONMENT

GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

**MacLEOD AND ASSOCIATES**

CIVIL ENGINEERING • LAND SURVEYING

965 CENTER STREET • SAN CARLOS • CA 94070 • (650) 593-8580

**RIGHT-OF-WAY ABANDONMENT EXHIBIT**

FOR PROPOSED ABANDONMENT OF

**PORTION OF TERMINAL AVENUE**

MENLO PARK      SAN MATEO COUNTY      CALIFORNIA



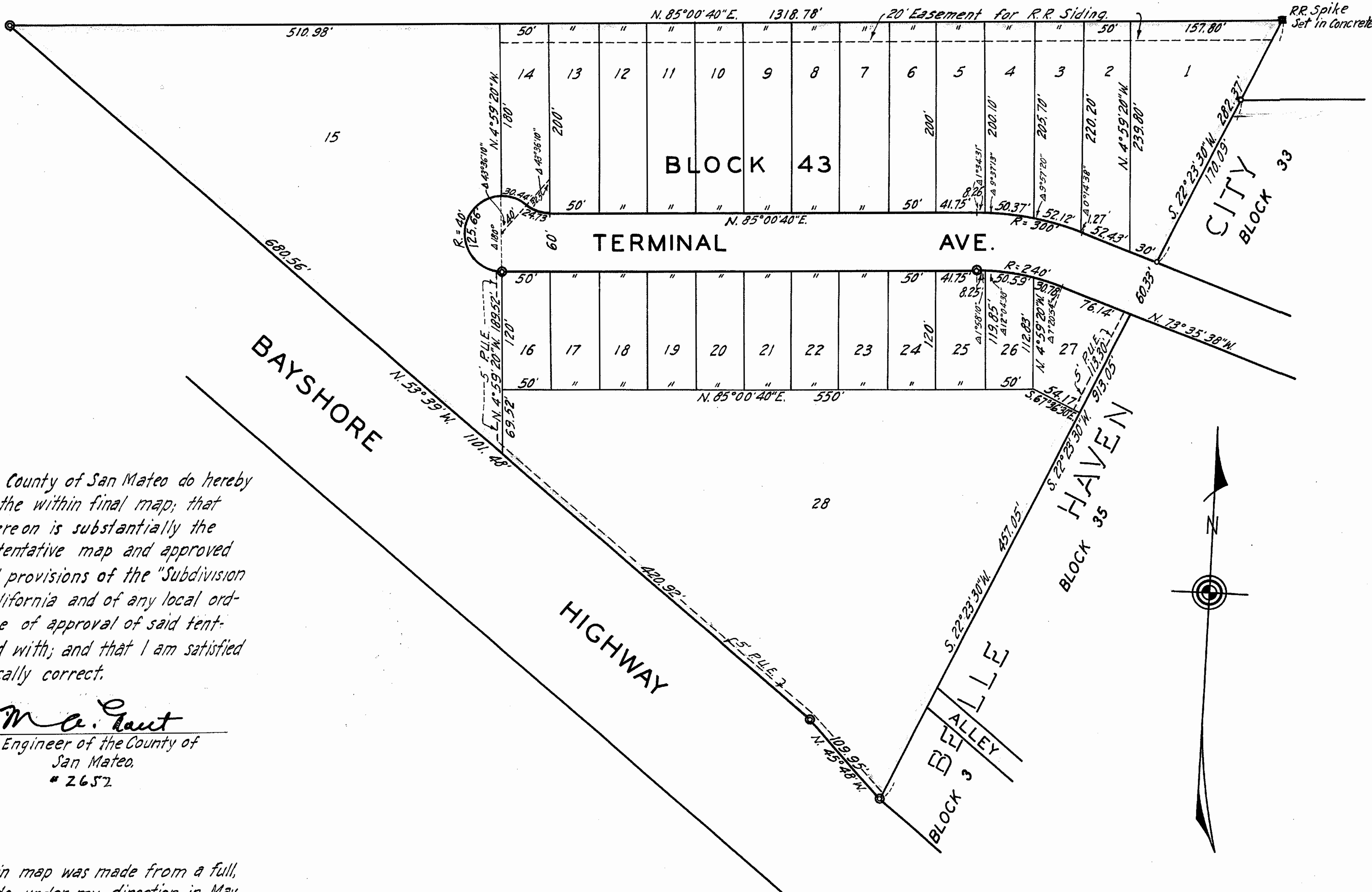
PREPARED FOR: MENLO PARK PUBLIC WORKS DEPARTMENT

DRAWN BY: DJK      DESIGNED BY: ---

CHECKED BY: DGM      DATE: 11-15-19

SCALE: 1"=100'      DRAWING NO. 4705-ROW

S. P. R. R. CO. DUMBARTON BRANCH



KNOW ALL MEN BY THESE PRESENTS:  
 The undersigned hereby certify that they are the owners of the land subdivided as shown on this map; that they are the only parties having any record title interest in said land; and that they hereby consent to the preparation and recordation of this map.  
 The undersigned further hereby certify that they do hereby offer for dedication for public use as a public street the land delineated and designated hereon as Terminal Ave. and that they also offer for dedication for public use the easements for public utilities under, on, along or over those certain parcels of land 5 feet wide designated Public Utility Easements ("P.U.E.") all as shown on this map.

David D. Bohannon Owner  
Ophelia E. Bohannon Owner

State of California } ss  
 County of San Mateo }  
 On this 14 day of Sept 1940, before me D. R. Raybould  
 a Notary Public in and for the County of San Mateo, State of California, residing therein, duly commissioned and sworn, personally appeared David D. Bohannon and Ophelia E. Bohannon, known to me to be the persons who executed the within instrument, and they acknowledged to me that they executed the same.  
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written

D. R. Raybould  
 Notary Public in and for the  
 County of San Mateo  
 State of California.

I, M. A. Grant, Engineer of the County of San Mateo do hereby certify that I have examined the within final map; that the subdivision as shown thereon is substantially the same as it appeared on the tentative map and approved alterations thereof; that all provisions of the "Subdivision Map Act" of the State of California and of any local ordinance applicable at the time of approval of said tentative map have been complied with; and that I am satisfied that said final map is technically correct.

Dated May 15, 1940  
M. A. Grant  
 Engineer of the County of  
 San Mateo  
 # 2652

I hereby certify that the within map was made from a full, true and correct survey made under my direction in May, 1940, of the lands embraced hereon, and that 3/4 inch iron pipe monuments, indicated thus ⊙ on the map have been placed on the ground in the positions indicated, and are sufficient to enable the survey to be retraced.

Willis G. Frost  
 Registered Civil Engineer  
 No. 382

I hereby certify that the Board of Supervisors of the County of San Mateo, State of California, did at its regular meeting held on the 17 day of Sept 1940, duly approve the within map, and accepted on behalf of the public the offer of dedication of certain lands shown hereon as public streets, and the easements for public utilities all as shown on this map.  
 IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said County this 17 day of Sept 1940.

W. H. Augustus  
 County Clerk and Ex-officio Clerk  
 of the Board of Supervisors of the  
 County of San Mateo, State of Calif.

FILE NO. 99590 D  
 Filed for record Sept. 18th A.D. 1940, at 9:50 A.M. in  
 Book 23 of Official Maps at page 6 San Mateo  
 County Records

T. Price  
 County Recorder

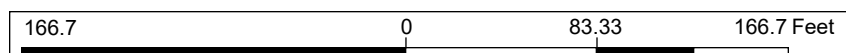
TRACT NO. 525  
**BELLE HAVEN CITY**  
 BLOCK 43  
 SAN MATEO COUNTY, CALIFORNIA  
 MAY 1940 SCALE 1" = 100'  
 WILLIS G. FROST — CIVIL ENGINEER

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- Legend**
- Street Names Large Scale
  - Sphere Of Influence
  - Parcels

1: 1,000



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





## STAFF REPORT

### City Council

**Meeting Date:** 3/10/2020  
**Staff Report Number:** 20-057-CC

**Consent Calendar:** Award a construction contract to Saviano Company Inc. for the reconstruction of Nealon Park tennis courts project

### Recommendation

Staff recommends that the City Council award a construction contract to Saviano Company Inc. for \$253,911 and approve contingencies totaling \$52,391, for the reconstruction of Nealon Park tennis courts project.

### Policy Issues

The project is consistent with the City's General Plan Policy LU-6.1 Park and recreation system – develop and maintain a parks and recreation system that provides areas playfields and facilities conveniently located and properly designed to serve recreation needs of all Menlo Park residents.

### Background

The City maintains 15 tennis courts, of which five are located at Nealon Park. The courts are evaluated for repairs in an effort to prolong their functionality and community benefit. These repairs vary from interim patch work to full reconstruction. The Nealon Park tennis courts were assessed for maintenance upgrades in 2018. A surface patching and recoating project was completed in October 2018 for seal cracking at various locations to prolong the useable life of the courts until a full reconstruction could be performed.

In July 2019, the City solicited bids to perform asphalt restoration, surface coating, and replacement of tennis appurtenances at Nealon Park. On July 26, 2019, the City received three bids for the Project, of which one was withdrawn and two exceeded the budget. City Council rejected all bids September 10, 2019 while staff assessed the project for re-bidding.

### Analysis

On January 24, the project was re-advertised with project contingencies to ensure bids would be received within the available budget. The new scope of work was separated between a base bid for four courts, and a bid alternate for the fifth, to be awarded if the budget allowed. On February 18, the City received five bids per Table 1.

Table 1: Engineer's estimate \$423,449	
Firm	Bid price (base bid + alt a)
1. Saviano Company Inc.	\$253,911
2. Silicon Valley Paving, Inc.	\$281,850
3. Suarez & Munoz Construction, Inc.	\$364,310
4. Interstate Grading & Paving, Inc.	\$370,520
5. Dryco Construction, Inc.	\$499,000

Of the five bids received, Saviano Company Inc. submitted the lowest bid at \$253,911 (including bid alternate A.) Staff found the lowest bidder to be well experienced with similar projects involving tennis court resurfacing upon checking references. The low bidder was found to be responsive and responsible per the project specifications and public contracting code. Staff also recommends that the City Council approve \$52,391 (\$25,391 + \$27,000) in additional funding for contingencies and construction administration per Table 2.

### Impact on City Resources

Funding for the Reconstruction of Nealon Park Tennis Courts project is included in the capital improvement plan as part of the tennis court maintenance project. The available balance is \$330,000. The estimated construction cost would not exceed this amount per Table 2.

Table 2: Construction budget	
Item	Amount
Construction: base bid	\$206,300
Construction: bid alternate A	\$47,611
Subtotal	\$253,911
Contract contingency (10%)	\$25,391
Construction administration	\$27,000
<b>Total construction cost</b>	<b>\$292,011</b>
<b>Available funding</b>	<b>\$330,000</b>

Any surplus funds at project completion will be reserved for future tennis court maintenance based on scope and court condition. The capital improvement plan includes \$120,000 in programmed funds each fiscal year for anticipated future tennis court maintenance needs.

### **Environmental Review**

This project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines §§ 15301(d) existing facilities.

### **Public Notice**

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

### **Attachments**

None.

Report prepared by:  
Michael Fu, Senior Civil Engineer

Report reviewed by:  
Christopher T. Lamm, Assistant Public Works Director

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## STAFF REPORT

**City Council**  
**Meeting Date:** 3/10/2020  
**Staff Report Number:** 20-054-CC

**Consent Calendar:** **Designate the Environmental Quality Commission as appeal board for nonresidential kitchens requesting use of gas-fueled appliances**

### Recommendation

Staff recommends that the City Council designate the Environmental Quality Commission (EQC) to hear the appeals allowed under Ordinance No. 1057 to allow nonresidential kitchens to use gas-fueled appliances.

### Policy Issues

Adopting local energy amendments to the California Building Code (known as Reach Codes) aligns with the City's climate action plan to reduce greenhouse gas emissions and became effective January 1.

### Background

City Council approved the local energy reach code ordinance (Attachment A) September 24, 2019 and it was approved by the California Energy Commission and the California Building Standards Commission in December 11 and 17 2019, respectively. The ordinance requires newly constructed residential and nonresidential buildings to be all-electric with some exceptions as summarized in Attachment B.

On August 27, 2019, City Council directed staff to include nonresidential kitchens, such as for-profit restaurants and commercial kitchens, to be all-electric with an appeal process. Under the City Council approved building code, if an applicant submits plans for a new nonresidential kitchen that uses gas-fueled appliances, staff must deny the application. An applicant who wishes to cook with gas-fueled appliances may submit an appeal of the denial to an advisory body designated by the City Council. The advisory body's decision shall be final unless the applicant appeals to the City Council within 15-days of the advisory body's decision. The City Council's decision on the appeal shall be final.

### Analysis

For new nonresidential kitchens (such as for for-profit restaurants and commercial property kitchens,) applicants who prefer to install gas-fueled stoves may appeal the all-electric requirement. Applicants must submit reasonable explanations to the exception findings to a City Council appointed body. Staff has developed the following Table 2 criteria to govern the consideration of appeals by applicants seeking to use gas-fueled appliances in a nonresidential kitchen.

**Table 2: Nonresidential kitchen appeal process**

Findings	Intent
1. There is a business-related reason to cook with a flame	That cooking with all-electric stoves create a hardship for the business. Financial difficulties and loss of prospective profits are not hardships to justify an exception.
2. This need cannot be reasonably achieved with an electric fuel source;	That an exception is necessary for the business purpose. Explain why the cooking with a gas fuel source cannot be achieved by an electric fuel source.
3. The applicant has employed reasonable methods to mitigate the greenhouse gas impacts of the gas-fueled appliance;	That the exception will not significantly increase greenhouse gas emissions. Applicants needs to explain how greenhouse gas emissions will be mitigated if the exception is granted.
4. The applicant shall comply with the pre-wiring provision as stated in the ordinance	Pre-wiring is mandatory.

Staff recommends that the City Council designate the EQC to hear and make determinations regarding the appeals to grant the exception to use gas-fueled appliances. The commission’s mission statement is to lead a sustainable city by managing the present and future environmental impacts. EQC advises the City Council on matters regarding to environmental protection, environmental improvement and sustainability. The local energy reach codes affect the future environmental impacts as they reduce greenhouse gas emissions to improve air quality. The commissioners can provide constructive feedback on the applicant’s mitigation plan to reduce greenhouse gas emissions and they understand more about carbon offsets than do any other advisory body. Because the local energy reach codes and the appeal process align with EQC’s mission statement and the climate action plan, EQC should hear the appeals for the reach code exemption.

The appeal is not intended to discourage various cuisines from opening in Menlo Park. Instead it allows those who wish to cook with natural gas to appeal the requirement as long as the applicant accomplishes a mitigation plan to reduce greenhouse gas emissions (also known as carbon footprint).

**Impact on City Resources**

The ordinance is administered by the building division and the appeals will be reviewed by EQC during its monthly meetings.

**Environmental Review**

Pursuant to Title 14 of the California Administrative Code, Section 15061(b)(3) this ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") on the grounds that these standards are more stringent than the State energy standards, there are no reasonably foreseeable adverse impacts and there is no possibility that the activity in question may have a significant effect on the environment.

**Public Notice**

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

**Attachments**

- A. Ordinance No. 1057
- B. Summary of local energy reach code requirements

Report prepared by:  
Joanna Chen, Sustainability Specialist

Reviewed by:  
Cara Silver, Assistant City Attorney

## ORDINANCE NO. 1057

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
AMENDING CHAPTER 12.04 [ADOPTION OF CODES] AND CHAPTER 12.16  
[ENERGY CODE] OF TITLE 12 [BUILDINGS AND CONSTRUCTION] OF THE  
MENLO PARK MUNICIPAL CODE TO ADOPT A LOCAL "REACH" CODE**

WHEREAS, the City of Menlo Park ("City") wishes to adopt a building code in accordance with law and to use the most updated regulations in the processing of development in the City;

WHEREAS, California Health and Safety Code section 17958 requires that cities adopt building regulations that are substantially the same as those adopted by the California Building Standards Commission and contained in the California Building Standards;

WHEREAS, the California Energy Code is a part of the California Building Standards which implements minimum energy efficiency standards in buildings through mandatory requirements, prescriptive standards, and performances standards;

WHEREAS, California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5 provide that the City may make changes or modifications to the building standards contained in the California Building Standards based upon express findings that such changes or modifications are reasonably necessary because of local climatic, geological or topographical conditions;

WHEREAS, the City Council of the City of Menlo Park finds that each of the amendments, additions and deletions to the California Energy Code contained in this ordinance are reasonably necessary because of local climatic, geological or topographical conditions described in Section 1;

WHEREAS, Public Resources Code Section 25402.1(h)2 and Section 10-106. of the Building Energy Efficiency Standards (Standards) establish a process which allows local adoption of energy standards that are more stringent than the statewide Standards, provided that such local standards are cost effective and the California Energy Commission finds that the standards will require buildings to be designed to consume no more energy than permitted by the California Energy Code;

WHEREAS, the California Codes and Standards Reach Code Program, has determined specific modifications to the 2019 State Energy Code for each climate zone that are cost effective;

WHEREAS, that such modifications will result in designs that consume less energy than they would under the 2019 State Energy Code;

WHEREAS, the City of Menlo Park, through TRC Advanced Energy, has performed an additional cost effectiveness analyses as required by the California Energy Commission for the local amendments to the California Energy Code contained in this ordinance which memo is hereby incorporated by reference;

WHEREAS, based upon these analyses, the City Council of the City of Menlo Park finds that the local amendments to the California Energy Code contained in this ordinance are cost effective and will require buildings to be designed to consume no more energy than permitted by the California Energy Code;



WHEREAS, because of the City's unique local climatic, geologic and topographic conditions, the City desires to make amendments and additions to the code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MENLO PARK DOES ORDAIN AS FOLLOWS:

SECTION 1: FINDINGS AND DETERMINATIONS. The following local climatic, conditions justify modifications to the California Building Standards Code.

A. Climatic: The City is located in Climate Zone 3 as established in the 2019 California Energy Code. Climate Zone 3 incorporates mostly coastal communities from Marin County to southern Monterey County including San Francisco. The City experiences precipitation ranging from 13 to 20 inches per year with an average of approximately 15 inches per year. Ninety-five percent of precipitation falls during the months of November through April, leaving a dry period of approximately six months each year. Relative humidity remains moderate most of the time. Temperatures in the summer average around 80 degrees Fahrenheit and in the winter in the mid 50 degrees Fahrenheit. Prevailing winds in the area come from the west with velocities generally in the 12 miles per hour range, gusting from 25 to 35 miles per hour. These climatic conditions along with the greenhouse emissions generated from structures in both the residential and nonresidential sectors requires exceeding the energy standards for building construction established in the 2019 California Buildings Standards Code. The City Council also adopted a Climate Action Plan that has a goal of reducing greenhouse gas emissions 27% below 2005 levels by 2020. In order to achieve and maintain this goal, the City needs to adopt policies and regulations that reduce the use of fossil fuels that contribute to climate change, such as natural gas in buildings, in new development. Human activities, such as burning natural gas to heat buildings, releases greenhouse gases into the atmosphere and causes an overall increase in global average temperature. This causes sea levels to rise, affecting the City's shoreline and infrastructure.

Many new buildings in Menlo Park will be built near the coastline in an area known as the Bayfront Area that is situated on marshlands and former salt ponds. San Francisquito Creek also runs through the City, which creates an increasing potential flooding risk with climate change as a result of human generated greenhouse gas emissions. Menlo Park is vulnerable to sea level rise where new development is proposed in this code cycle. New buildings that are directly vulnerable to sea level rise should avoid generating additional greenhouse gas emissions. The proposed Reach Code would ensure that new buildings use cleaner sources of energy that are greenhouse gas free.

B. Geologic: The City of Menlo Park is subject to earthquake hazard caused by its proximity to San Andreas fault. This fault runs from Hollister, through the Santa Cruz Mountains, epicenter of the 1989 Loma Prieta earthquake, then on up the San Francisco Peninsula, then offshore at Daly City near Mussel Rock. This is the approximate location of the epicenter of the 1906 San Francisco earthquake. The other fault is Hayward Fault. This fault is about 74 mi long, situated mainly along the western base of the hills on the east side of San Francisco Bay. Both of these faults are considered major Northern California earthquake faults which may experience rupture at any time. Thus, because the City is within a seismic area

which includes these earthquake faults, the modifications and changes cited herein are designed to better limit property damage as a result of seismic activity and to establish criteria for repair of damaged properties following a local emergency.

C. Topographic: The City of Menlo Park is contiguous with the San Francisco Bay, resulting in a natural receptor for storm and waste water run-off. Also the City is located in an area that is relatively high liquefaction potential given its proximity to the Bay. The surface condition consists mostly of stiff to dense sandy clay, which is highly plastic and expansive in nature. The aforementioned conditions within the City create hazardous conditions for which departure from California Building Standards Code is warranted

SECTION 2: AMENDMENT OF CODE. Section 12.04.010 of Chapter 12.04 [Adoption of Codes] of Title 12 [Buildings and Construction] is hereby repealed and a new Section 12.04.010 is hereby added to read as follows:

**12.04.010 Municipal building code.**

The following codes are hereby adopted and by reference are incorporated herein as if set forth in full:

- (1) The 2019 California Administrative Code, published by the International Code Council, as amended in Part 1 of the California Building Standards Code, California Code of Regulations Title 24;
- (2) The 2019 California Building Code based on the International Building Code, 2018 Edition, published by the International Code Council, together with those omissions, amendments, exceptions and additions thereto as amended in Part 2 of the California Building Standards Code, California Code of Regulations Title 24;
- (3) The 2019 California Residential Code based on the International Residential Code, 2018 Edition, published by the International Code Council, together with those omissions, amendments, exceptions and additions thereto as amended in Part 2.5 of the California Building Standards Code, California Code of Regulations Title 24;
- (4) The 2019 California Electrical Code the National Electrical Code, 2017 Edition, published by the National Fire Protection Association, together with those omissions, amendments, exceptions and additions thereto as amended in Part 3 of the California Building Standards Code, California Code of Regulations Title 24;
- (5) The 2019 California Mechanical Code the Uniform Mechanical Code, 2018 Edition, published by the International Association of Plumbing and Mechanical Officials, together with those omissions, amendments, exceptions and additions thereto as amended in Part 4 of the California Building Standards Code, California Code of Regulations Title 24;
- (6) The 2019 California Plumbing code the Uniform Plumbing Code, 2018 Edition, including the Installation Standards thereto, published by the International Association of Plumbing and Mechanical Officials, together with those omissions, amendments, exceptions and additions thereto as amended in Part 5 of the California Building Standards Code, California Code of Regulations Title 24;

(7) The 2019 California Energy Code, published by the International Code Council, as amended in Part 6 of the California Building Standards Code, California Code of Regulations Title 24;

(8) The 2019 California Historical Building Code, published by the International Code Council, as amended in Part 8 of the California Building Standards Code, California Code of Regulations Title 24;

(9) The 2019 California Existing Building Code based on the 2018 International Existing Building Code Edition, published by the International Code Council, together with those omissions, amendments, exceptions and additions thereto as amended in Part 10 of the California Building Standards Code, California Code of Regulations Title 24 ;

(10) The 2019 California Green Building Standards Code, published by the International Code Council, as amended in Part 11 of the California Building Standards Code, California Code of Regulations Title 24; and

(11) The 2019 California Referenced Standards Code, published by the International Code Council, as amended in Part 12 of the California Building Standards Code, California Code of Regulations Title 24.

A copy of each code is on file in the office of the city clerk. The provisions of this title, including said codes and amendments thereto, shall be known as the building code of the city.

SECTION 3: AMENDMENT OF CODE. Chapter 12.16 [Energy Code] of Title 12 [Buildings and Construction] is hereby repealed and a new Chapter 12.16 is hereby added to read as follows:

**SECTION 100.0 – Scope**

(e) Sections applicable to particular buildings. TABLE 100.0-A and this subsection list the provisions of Part 6 that are applicable to different types of buildings covered by Section 100.0(a).

1. All buildings. Sections 100.0 through 110.12 apply to all buildings.  
EXCEPTION to Section 100.0(e) 1: Spaces or requirements not listed in TABLE 100.0-A.
2. Newly constructed buildings.
  - A. All newly constructed buildings. Sections 110.0 through 110.12 apply to all newly constructed buildings within the scope of Section 100.0(a). In addition, newly constructed buildings shall meet the requirements of Subsections B, C, D or E, as applicable; and shall be an All-Electric Building as defined in Section 100.1(b).

Exception 1: Non-Residential Buildings containing a Scientific Laboratory Building, such area may contain a non-electric Space Conditioning System. To take advantage of this exception applicant shall provide third party verification that All-Electric space heating requirement is not cost effective and feasible.

Exception 2: All Residential buildings may contain non-electric Cooking Appliances and Fireplaces.

Exception 3: Exemption for public agency owned and operated emergency centers. To take advantage of this exception applicant shall provide third party verification that All-Electric space heating requirement is not cost effective and feasible.

Conditional Exception 4: Non-residential buildings containing a for-profit restaurant open to the public or an employee kitchen may apply to a City Council appointed body, which body shall be designated from time to time by the City Council, for an exception to install gas-fueled cooking appliances. This request must be based on a business-related reason to cook with a flame that cannot be reasonably achieved with an electric fuel source. Examples include barbeque-themed restaurants and pizza ovens. The City Council appointed body shall grant this exception if they find the following:

1. There is a business-related reason to cook with a flame;
2. This need cannot be reasonably achieved with an electric fuel source;
3. The applicant has employed reasonable methods to mitigate the greenhouse gas impacts of the gas-fueled appliance;
4. The applicant shall comply with the pre-wiring provision of Note 1 below.

The City Council appointed body's decision shall be final unless the applicant appeals to the City Council within 15 days of the appointed body's decision. The City Council's decision on the appeal shall be final.

Note 1: If natural gas appliances are used in any of the above exceptions 1-4, natural gas appliance locations must also be electrically pre-wired for future electric appliance installation. They shall include the following:

1. A dedicated circuit, phased appropriately, for each appliance, with a minimum amperage requirement for a comparable electric appliance (see manufacturer's recommendations) with an electrical receptacle or junction box that is connected to the electric panel with conductors of adequate capacity, extending to within 3 feet of the appliance and accessible with no obstructions. Appropriately sized conduit may be installed in lieu of conductors;
2. Both ends of the unused conductor or conduit shall be labeled with the words "For Future Electric appliance" and be electrically isolated;
3. A reserved circuit breaker space shall be installed in the electrical panel adjacent to the circuit breaker for the branch circuit and labeled for each circuit, an example is as follows (i.e "For Future Electric Range:") and
4. All electrical components, including conductors, receptacles, junction boxes, or blank covers, related to this section shall be installed in accordance with the California Electrical Code.

Note 2: If any of the exceptions 1-4 are granted, the Building Official shall have the authority to approve alternative materials, design and methods of construction or equipment per CBC 104.

Section 100.1(b) is modified by adding the following definitions:

ALL ELECTRIC BUILDING: is a building that has no natural gas or propane plumbing installed within the building, and that uses electricity as the source of energy for its space heating, water heating, cooking appliances, and clothes drying appliances. All Electric Buildings may include solar thermal pool heating.

Scientific Laboratory Building: is a building or area where research, experiments, and measurement in medical, and life sciences are performed and/or stored requiring examination of fine details. The building may include workbenches, countertops, scientific instruments, and supporting offices.

Section 100.1 is modified as follows:

SHADING – is the protection from heat gains because of direct solar radiation by permanently attached exterior devices of building elements, interior shading devices, glazing material, adherent materials, including items located outside the building footprint such as Heritage trees or high rise buildings that may affect shading.

Section 110.2 is modified as follows:

SECTION 110.2 – MANDATORY REQUIREMENTS FOR SPACE-CONDITIONING EQUIPMENT

Certification by Manufacturers. Any space-conditioning equipment listed in this section, meeting the requirements of section 100.0 (e)2A, may be installed only if the manufacturer has certified to the Commission that the equipment complies with all the applicable requirements of this section.

Section 110.3 is modified as follows:

SECTION 110.3 – MANDATORY REQUIREMENTS FOR SERVICE WATER-HEATING SYSTEMS AND EQUIPMENT

(a) Certification by manufacturers. Any service water-heating system or equipment, meeting the requirements of section 100.0 (e)2A, may be installed only if the manufacturer has certified that the system or equipment complies with all of the requirements of this subsection for that system or equipment.

Section 110.4 is modified as follows:

SECTION 110.4 – MANDATORY REQUIREMENTS FOR POOL AND SPA SYSTEMS AND EQUIPMENT

(a) Certification by Manufacturers. Any pool or spa heating system or equipment, meeting the requirements of section 100.0 (e)2A, may be installed only if the manufacturer has certified that the system or equipment has all of the following:

Section 110.5 is modified as follows:

SECTION 110.5 – NATURAL GAS CENTRAL FURNACES, COOKING EQUIPMENT, POOL AND SPA HEATERS, AND FIREPLACES: PILOT LIGHTS PROHIBITED

Any natural gas system or equipment, meeting the requirements of Section 100.0 (e)2A,

listed below may be installed only if it does not have a continuously burning pilot light:

Section 110.10 is modified as follows:

**SECTION 110.10 – MANDATORY REQUIREMENTS FOR SOLAR READY BUILDINGS AND SOLAR PANEL SYSTEM REQUIREMENTS FOR NON-RESIDENTIAL NEW BUILDINGS**

**(a) Covered Occupancies.**

1. **Single Family Residences.** Single family residences located in subdivisions with ten or more single family residences and where the application for a tentative subdivision map for the residences has been deemed complete approved by the enforcement agency, which do not have a photovoltaic system installed, shall comply with the requirements of Section 110.10(b) through 110.10(e).
2. **Low-rise Multifamily Buildings.** Low-rise multi-family buildings that do not have a photovoltaic system installed shall comply with the requirements of Section 110.10(b) through 110.10(d).
3. **Hotel/Motel Occupancies and High-rise Multifamily Buildings.** Hotel/motel occupancies and high-rise multifamily buildings with ten habitable stories or fewer shall comply with the requirements of Section 110.10(b) through 110.10(d)- and Table 2.
4. **Nonresidential Buildings.** Nonresidential buildings with three habitable stories or fewer, other than healthcare facilities, shall comply with the requirements of Section 110.10(b) through 110.10(d)- and Table 2.

**Table 2: Solar panel requirements for all new nonresidential and high rise residential buildings**

Square footage of building	Size of panel
Less than 10,000 sq. ft.	Minimum of 3-kilowatt PV systems
Greater than or equal to 10,000 sq. ft.	Minimum of 5-kilowatt PV systems
EXCEPTION: As an alternative to a solar PV system, the building type may provide a solar hot water system (solar thermal) with a minimum collector area of 40 square feet, additional to any other solar thermal equipment otherwise required for compliance with Part 6.	

**(b) Solar Zone.**

1. **Minimum Solar Zone Area.** The solar zone shall have a minimum total area as described below. The solar zone shall comply with access, pathway, smoke ventilation, and spacing requirements as specified in Title 24, Part 9 or other Parts of Title 24 or in any requirements adopted by a local jurisdiction. The solar zone total area shall be comprised of areas that have no dimension less than five feet and are no less than 80 square feet each for buildings with roof areas less than or equal to 10,000 square feet or no less than 160 square feet each for buildings with roof areas greater than 10,000 square feet.
  - A. **Single Family Residences.** The solar zone shall be located on the roof or overhang of the building and have a total area no less than 250 square feet.  
EXCEPTION 1 to Section 110.10(b)1A: Single family residences with a permanently installed domestic solar water-heating system meeting the installation criteria specified in the Reference Residential Appendix RA4 and with a minimum solar savings fraction of 0.50.

EXCEPTION 2 to Section 110.10(b)1A: Single family residences with three habitable stories or more and with a total floor area less than or equal to 2000 square feet and having a solar zone total area no less than 150 square feet.

EXCEPTION 3 to Section 110.10(b)1A: Single family residences located in the Wildland-Urban Interface Fire Area as defined in Title 24, Part 2 and having a whole house fan and having a solar zone total area no less than 150 square feet.

EXCEPTION 4 to Section 110.10(b)1A: Buildings with a designated solar zone area that is no less than 50 percent of the potential solar zone area. The potential solar zone area is the total area of any low-sloped roofs where the annual solar access is 70 percent or greater and any steep-sloped roofs oriented between 90 degrees and 300 degrees of true north where the annual solar access is 70 percent or greater. Solar access is the ratio of solar insolation including shade to the solar insolation without shade. Shading from obstructions located on the roof or any other part of the building shall not be included in the determination of annual solar access.

EXCEPTION 5 to Section 110.10(b)1A: Single family residences having a solar zone total area no less than 150 square feet and where all thermostats are demand responsive controls and comply with Section 110.12(a), and are capable of receiving and responding to Demand Response Signals prior to granting of an occupancy permit by the enforcing agency.

EXCEPTION 6 to Section 110.10(b)1A: Single family residences meeting the following conditions:

A. All thermostats are demand responsive controls that comply with Section 110.12(a), and are capable of receiving and responding to Demand Response Signals prior to granting of an occupancy permit by the enforcing agency.

B. Comply with one of the following measures:

i. Install a dishwasher that meets or exceeds the ENERGY STAR Program requirements with a refrigerator that meets or exceeds the ENERGY STAR Program requirements, a whole house fan driven by an electronically commutated motor, or an SAE J1772 Level 2 Electric Vehicle Supply Equipment (EVSE or EV Charger) with a minimum of 40 amperes; or

ii. Install a home automation system capable of, at a minimum, controlling the appliances and lighting of the dwelling and responding to demand response signals; or

iii. Install alternative plumbing piping to permit the discharge from the clothes washer and all showers and bathtubs to be used for an irrigation system in compliance with the California Plumbing Code and any applicable local ordinances; or

iv. Install a rainwater catchment system designed to comply with the California Plumbing Code and any applicable local ordinances, and that uses rainwater flowing from at least 65 percent of the available roof area.

B. Low-rise and High-rise Multifamily Buildings, Hotel/Motel Occupancies, and Nonresidential Buildings. The solar zone shall be located on the roof or overhang of the building or on the roof or overhang of another structure located within 250 feet of the building or on covered parking installed with the building project, and shall have a total area no less than 15 percent of the total roof area of the building excluding any skylight area. The solar zone requirement is applicable to the entire building, including mixed occupancy.

EXCEPTION 1 to Section 110.10(b)1B: High-rise Multifamily Buildings, Hotel/Motel Occupancies, and Nonresidential Buildings with a permanently installed solar electric system having a nameplate DC power rating, measured under Standard Test Conditions, of no less than one watt per square foot of roof area.

EXCEPTION 2 to Section 110.10(b)1B: High-rise multifamily buildings, hotel/motel occupancies with a permanently installed domestic solar water-heating system complying with Section 150.1(c)8Biii- and an additional collector area of 40 square feet.

EXCEPTION 3 to Section 110.10(b)1B: Buildings with a designated solar zone area that is no less than 50 percent of the potential solar zone area. The potential solar zone area is the total area of any low-sloped roofs where the annual solar access is 70 percent or greater and any steep-sloped roofs oriented between 90 degrees and 300 degrees of true north where the annual solar access is 70 percent or greater. Solar access is the ratio of solar insolation including shade to the solar insolation without shade. Shading from obstructions located on the roof or any other part of the building shall not be included in the determination of annual solar access.

EXCEPTION 4 to Section 110.10(b)1B: Low-rise and high-rise multifamily buildings with all thermostats in each dwelling unit are demand response controls that comply with Section 110.12(a), and are capable of receiving and responding to Demand Response Signals prior to granting of an occupancy permit by the enforcing agency. In addition, either A or B below:

- A. In each dwelling unit, comply with one of the following measures:
- i. Install a dishwasher that meets or exceeds the ENERGY STAR Program requirements with either a refrigerator that meets or exceeds the ENERGY STAR Program requirements or a whole house fan driven by an electronically commutated motor; or
  - ii. Install a home automation system that complies with Section 110.12(a) and is capable of, at a minimum, controlling the appliances and lighting of the dwelling and responding to demand response signals; or
  - iii. Install alternative plumbing piping to permit the discharge from the clothes washer and all showers and bathtubs to be used for an irrigation system in compliance with the California Plumbing Code and any applicable local ordinances; or
  - iv. Install a rainwater catchment system designed to comply with the California Plumbing Code and any applicable local ordinances, and that uses rainwater flowing from at least 65 percent of the available roof area.



B. Meet the Title 24, Part 11, Section A4.106.8.2 requirements for electric vehicle charging spaces.

EXCEPTION 5 to Section 110.10(b)1B: Buildings where the roof is designed and approved to be used for vehicular traffic or parking or for a heliport.

Exception 6 to section 110.10(b)1B: Performance equivalency approved by the building official.

2. Azimuth. All sections of the solar zone located on steep-sloped roofs shall be oriented between 90 degrees and 300 degrees of true north.

3. Shading.

A. No obstructions, including but not limited to, vents, chimneys, architectural features, and roof mounted equipment, shall be located in the solar zone.

B. Any obstruction, located on the roof or any other part of the building that projects above a solar zone shall be located at least twice the distance, measured in the horizontal plane, of the height difference between the highest point of the obstruction and the horizontal projection of the nearest point of the solar zone, measured in the vertical plane.

EXCEPTION to Section 110.10(b)3: Any roof obstruction, located on the roof or any other part of the building, that is oriented north of all points on the solar zone.

C. The solar zone needs to account for shading from obstructions that may impact the area required in 110.10(b)1B. When determined by the Building Official that conditions exist where excessive shading occurs and solar zones cannot be met, a performance equivalency approved by the Building Official may be used as an alternative.

4. Structural Design Loads on Construction Documents. For areas of the roof designated as solar zone, the structural design loads for roof dead load and roof live load shall be clearly indicated on the construction documents.

NOTE: Section 110.10(b)4 does not require the inclusion of any collateral loads for future solar energy systems.

(c) Interconnection Pathways.

1. The construction documents shall indicate a location reserved for inverters and metering equipment and a pathway reserved for routing of conduit from the solar zone to the point of interconnection with the electrical service.

2. For single family residences and central water-heating systems, the construction documents shall indicate a pathway for routing of plumbing from the solar zone to the water-heating system.

(d) Documentation. A copy of the construction documents or a comparable document indicating the information from Sections 110.10(b) through 110.10(c) shall be provided to the occupant.

(e) Main Electrical Service Panel.

1. The main electrical service panel shall have a minimum busbar rating of 200 amps.

2. The main electrical service panel shall have a reserved space to allow for the installation of a double pole circuit breaker for a future solar electric installation. The reserved space shall be permanently marked as "For Future Solar Electric".

SECTION 5: EXEMPTION FROM CEQA. The City Council finds, pursuant to Title 14 of the California Administrative Code, Section 15061(b)(3) that this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") on the grounds that these standards are more stringent than the State energy standards, there are no reasonably foreseeable adverse impacts and there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 6: SEVERABILITY. If any part of this Ordinance is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the applicability of this Ordinance to other situations.

SECTION 7: EFFECTIVE DATE. This Ordinance shall become effective following approval by the California Energy Commission, but in no event before January 1, 2020.

SECTION 8: POSTING. 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 this tenth day of September, 2019.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said City Council on this twenty-fourth day of September 2019, by the following vote:

AYES: Carlton, Combs, Mueller, Nash  
NOES: None  
ABSENT: Taylor  
ABSTAIN: None

APPROVED:

  
\_\_\_\_\_  
Ray Mueller, Mayor

ATTEST:

  
\_\_\_\_\_  
Judi A. Herren, City Clerk

Table 1: Summary of Local Energy Reach Code requirements	
Building type	Requirements
New residential buildings (single family and three stories or less multifamily)	<ol style="list-style-type: none"> <li>1. Require electric fuel source for space heating, water heating and clothes dryers.</li> <li>2. Natural gas can still be used for stoves, fireplaces or other appliances if desired. Prewiring for electric appliances is required where natural gas appliances are used.</li> </ol>
New nonresidential buildings and high-rise multifamily buildings (three stories and greater)	<ol style="list-style-type: none"> <li>1. Use electricity as the fuel source for all appliances, including but not limited to heating/cooling appliances, cooking appliances, fireplaces and clothes dryers. <ul style="list-style-type: none"> <li>Exceptions include: <ul style="list-style-type: none"> <li>• Life science buildings may use natural gas for space heating.</li> <li>• Public agency owned and operated emergency operations centers (such as fire stations and police stations) may use natural gas.</li> <li>• Nonresidential kitchens (such as for-profit restaurants and cafeterias) may appeal to use natural gas stoves.</li> <li>• For all exceptions, natural gas appliance locations must be electrically pre-wired for future electric appliance installation</li> </ul> </li> </ul> </li> <li>2. Install a minimum amount of on-site solar based on square footage.</li> </ol>

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## STAFF REPORT

**City Council Meeting Date:** 3/10/2020  
**Staff Report Number:** 20-050-CC

**Consent Calendar:** **Adopt Resolution No. 6547 approving to enter into San Mateo County operational area building safety inspection program mutual aid agreement**

### Recommendation

Staff recommends that the City Council adopt Resolution No. 6547 approving and authorizing the city manager to execute the San Mateo County operational area building safety inspection program mutual aid agreement (“Agreement”) (Attachments A and B.)

### Policy Issues

It is desirable and necessary for the protection of life, property and the environment that entities within San Mateo County agree to provide voluntary building inspection mutual aid in the event of an emergency.

### Background

The purpose of the Agreement is to allow for an organized means of providing voluntary building inspection mutual aid to neighboring entities in the event of an emergency.

### Analysis

Effective from the date of execution through November 1, 2029, the Agreement will allow the City of Menlo Park (“City,”) in the case of an emergency, to request building safety inspection assistance from other parties to the Agreement. Likewise, the Agreement provides for the City to assist other parties in the case of an emergency, when providing such assistance does not compromise the City’s ability or capacity to respond to calls for service within its own jurisdiction. The Agreement includes practical guidelines on how to effectively provide such assistance.

From a legal perspective, the Agreement lays out important protections to both the party requesting assistance and the party providing assistance, including insurance requirements, and defense and indemnification provisions. Additionally, under the Agreement, reasonable costs incurred by a party providing assistance are to be covered by the party receiving the assistance. The City may choose to withdraw from the Agreement, with or without cause, by providing 120-days written notice.

There is no requirement for all or a majority of the municipal entities of San Mateo County to enter into the Agreement for it to be effective. To the best of our knowledge, no building officials have indicated resistance to recommending approval. The city attorney has reviewed and provided input on the Agreement. It is expected that the majority of cities and towns within the County of San Mateo will accept a recommendation of approval and execute the Agreement. It is our understanding that Pacifica, Portola Valley and Woodside have already signed the Agreement and the following cities have expressed an intent to sign the Agreement:

1. Millbrae;
2. Redwood City;
3. San Bruno; and
4. Half Moon Bay

### **Impact on City Resources**

There is no impact on City resources.

### **Environmental Review**

This action is not a project within the meaning of California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

### **Public Notice**

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

### **Attachments**

- A. Resolution No. 6547 of the City of Menlo Park approving and authorizing city manager to execute San Mateo County operational area building safety inspection program mutual aid agreement
- B. San Mateo County operational area building safety inspection program mutual aid agreement

Report prepared by:

Cara Silver, Assistant City Attorney

Chuck Andrews, Assistant Community Development Director

**RESOLUTION NO. 6547**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
APPROVING AND AUTHORIZING CITY MANAGER TO EXECUTE SAN  
MATEO COUNTY OPERATIONAL AREA BUILDING SAFETY INSPECTION  
PROGRAM MUTUAL AID AGREEMENT**

WHEREAS, the County of San Mateo ("County") and the cities and town in the County have expressed a mutual interest in the establishment of a plan to encourage an agreement for mutual aid in the interchange of building safety inspection services and resources in the event of an emergency; and

WHEREAS, Government Code § 8630, et. seq. grants local agencies the power to provide mutual aid pursuant to established agreements; and

WHEREAS, the County prepared and the City attorney reviewed the County the San Mateo County operational area building safety inspection program mutual aid agreement ("Agreement") which is attached hereto as Exhibit 1; and

WHEREAS, the City Council has determined that it is in the City's best interest to participate in the Agreement; and

WHEREAS, the City Council has read and considered the Agreement.

NOW, THEREFORE BE IT RESOLVED, that the City of Menlo Park, acting by and through its City Council, having considered and been fully advised in the matter and good cause appearing therefore do hereby approve the Agreement and authorize the city manager to execute the Agreement on behalf of the City.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the tenth day of March, 2020, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this tenth day of March, 2020.

---

Judi A. Herren, City Clerk

**SAN MATEO COUNTY OPERATIONAL AREA  
BUILDING SAFETY INSPECTION PROGRAM MUTUAL AID AGREEMENT**

This Building Safety Inspection Program Mutual Aid Agreement (“Agreement” or “Mutual Aid Agreement”) is made and entered into as of the Effective Date by and between the parties set forth below (hereinafter individually referred to as “Party” or collectively referred to as the “Parties” to this Agreement).

WHEREAS, it is desirable and necessary for the protection of life, property and the environment that each of the parties hereto voluntarily aid and assist each other by the interchange of building safety inspection services and resources in the event of an emergency; and

WHEREAS, many building officials in San Mateo County have expressed an interest in the establishment of a plan to facilitate and encourage mutual aid agreements among building officials throughout San Mateo County; and

WHEREAS, the Parties have determined that it would be in their best interests to enter into a mutual aid agreement that implements a plan and sets forth procedures and responsibilities of the Parties whenever emergency personnel, equipment, and facility assistance is provided from one Party’s building official to the other; and

WHEREAS, no Party should be in a position of unreasonably depleting its own resources, facilities, or services by providing such mutual aid; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act (“Act”) (California Government Code Section 8550 *et seq.*) and specifically Section 8631 of the Act; and

WHEREAS, all Parties must use protocols established in the Standardized Emergency Management System (“SEMS”) and the National Incident Management System (“NIMS”) to be eligible for possible State or federal reimbursement of response-related personnel and resource costs.

In consideration of the conditions and covenants contained herein, the Parties agree as follows:

**SECTION 1 - DEFINITIONS**

For this Agreement, the following terms shall be ascribed the following meanings:

- A. “Assisting Party” shall mean the Party to this Agreement that is providing mutual aid.
- B. “Coordinator” shall mean the Coordinator of a Party (the local jurisdiction) providing mutual aid. This will typically be the Local Building Official. The Coordinator for each Party is responsible for all matters relative to building safety inspection mutual aid, to include but not be limited to requests, responses, and reimbursement.



- C. “Local Building Official” shall mean the individual or designee who fulfills the functionally equivalent role of a city or town Building Official.
- D. “Local Emergency” shall mean the actual or threatened existence of conditions of disaster or extreme peril to the safety of persons or property within the territorial limits of one of the Parties caused by human or natural conditions such as air pollution, fire, flood, storm, wind, earthquake, explosion, transportation accident, hazardous material problem, tsunami, sudden or severe energy shortage, epidemic, riot or other occurrences, other than conditions resulting from a labor controversy, which occurrences, or the immediate threat thereof, are likely to be beyond the control of the personnel, equipment, or facilities of that Party to this Agreement and which personnel, equipment or facilities of the other Party are therefore desired to combat.
- E. “Operational Area” shall mean San Mateo County and all the jurisdictions within the County that are Parties to this Agreement. Consistent with SEMS and NIMS, the Operational Area is an intermediate level of the State emergency services organization, which serves as a link in the systems of communications and coordination between the political subdivisions comprising the Operational Area and the Regional or State Emergency Operations Center(s).
- F. “Operational Area Coordinator” shall mean the San Mateo County Office of Emergency Services (“OES”) Director or their designee, who shall coordinate the Local Building Officials for the Safety Assessment Program (“SAP”).
- G. “Requesting Coordinator” shall mean the Coordinator of a Party requesting mutual aid.
- H. “Requesting Party” shall mean the Party to this Agreement that is requesting mutual aid.
- I. “Safety Assessment Program” or “SAP” shall mean the California OES program that provides professional engineers and architects and certified building inspectors to assist local governments in safety evaluation of their built environment in the aftermath of disaster.

## **SECTION 2 – DESIGNATION OF COORDINATOR**

Coordinators shall be designated by each Party. The title, name, address, and phone number of the Coordinator shall be provided to the Operational Area Coordinator. If the designated coordinator changes, the Parties shall notify the Operational Area Coordinator as soon as practical after the appointment has been made.

## **SECTION 3 – MUTUAL AID**

When a Local Emergency has been proclaimed by a Party’s governing body or authorized official, the Requesting Coordinator may request assistance from the Parties in accordance with the Procedures Guide attached as Exhibit A to this Agreement. In situations where extreme

imminent threat to life, property, or the environment exists, the San Mateo County Manager or the President of the San Mateo County Board of Supervisors may waive the requirement for a proclamation before providing assistance upon request from a City Manager of the affected jurisdiction and under the presumption that such a proclamation will be made in accordance with all local and State regulations as promptly as reasonably possible.

#### **SECTION 4 – TERM**

The term of this Agreement is for ten years, from November 1, 2019 to November 1, 2029.

#### **SECTION 5 – AVAILABILITY**

The Parties agree that the mutual aid extended under this Agreement is to be available and furnished in all cases of Local Emergencies regardless of type, provided that such mutual aid does not compromise any Party's ability or capacity to respond to calls for service within its own jurisdiction. When a request for assistance is received, the Coordinator offering assistance will promptly advise of the extent of their response, and provide whatever personnel, equipment, and facilities are available without jeopardizing the safety of persons or property within their jurisdiction. No Party receiving a request for assistance shall be under any obligation to provide assistance or incur any liability for not complying with the request.

#### **SECTION 6 – RETURN OF RESOURCES**

When the Assisting Party's personnel, equipment, or facilities are no longer required, or when the Assisting Party advises that the resources are required within their own jurisdiction, the Requesting Coordinator shall immediately arrange for the return of those resources.

#### **SECTION 7 – SAFEKEEPING OF RESOURCES**

The Requesting Party shall be responsible for the safekeeping of the resources provided by the Assisting Party. The Requesting Coordinator shall remain in charge of the incident or occurrence and shall maintain control and direction of the resources provided by the Assisting Party. The Requesting Party may include a request for the provision of supervisory personnel to take direct charge of the resources provided by the Assisting Party, under the general direction of the Requesting Coordinator. The Requesting Party shall make arrangements for feeding and/or assisting personnel, and for fueling, servicing, and repair of equipment unless the Coordinator providing the assistance agrees that these arrangements are not necessary or are to be provided by the Assisting Party.

## **SECTION 8 – EMPLOYMENT STATUS**

The Assisting Party's personnel who participate in the response shall not be deemed employees of the Requesting Party, nor shall any personnel of the Requesting Party be deemed employees of the Assisting Party. However, while acting under this Agreement, and solely for the purposes of indemnification and immunity, the Assisting Party's personnel shall be considered special employees on a temporary basis and authorized agents of the Requesting Party.

## **SECTION 9 – WORKER'S COMPENSATION**

Each Party shall provide, at its sole expense, the required worker's compensation insurance coverage necessary for its own employees. In the event that any employee or employees of an Assisting Party alleges in a worker's compensation claim that they are special employees on a temporary basis of the Requesting Party, the Assisting Party agrees to indemnify, defend (with counsel acceptable to Requesting Party), and hold harmless the Requesting Party against the claims, and all expenses, losses, damages, costs, and judgments (including attorneys' fees) relating to or arising out of the alleged special employee status. Nothing herein requires the Assisting Party to indemnify, defend, or hold harmless the Requesting Party against any worker's compensation claim or portion of the claim unrelated to the alleged special employee status.

## **SECTION 10 – INSURANCE**

Each Party shall maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Party and all of its employees/officers/agents while providing aid pursuant to this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Party's actions under this Agreement, whether such actions be by the Party, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below. Self-insurance shall be acceptable to meet this requirement.

- Comprehensive General Liability: \$2,000,000
- Automobile Liability: \$1,000,000

All Parties agree to furnish verification of coverage with original certificates and applicable endorsements or copies of applicable policy language upon request by any Party.

## **SECTION 11 – MUTUAL AID COSTS**

The Requesting Party agrees to pay all reasonable direct, indirect, administrative, and contracted costs incurred by the Assisting Party as a result of providing assistance under this Agreement,

based upon the standard rates applicable to the Assisting Party's internal operations. Any Assisting Party must obtain approval from the Requesting Party prior to purchase of any goods or equipment in order to be eligible for reimbursement. The Requesting Party shall pay such costs as soon as reasonable after receipt of a detailed invoice. Payment shall occur within six (6) months but may be delayed if agreed upon by both Parties. The Requesting Party shall not assume any liability for the direct payment of any salary or wages to any officer, employee, or agent of the Assisting Party.

## **SECTION 12 – DEFENSE AND INDEMNIFICATION**

12.1 Claims Arising from Sole Acts or Omissions of a Party. Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, officers and employees, from any claim, action or proceeding against another Party, to the extent arising out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

12.2 Claims Arising from Concurrent Acts or Omissions. The Parties hereby agree to defend themselves from any claim, action, or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases, the Parties agree to retain their own legal counsel, if necessary, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in Subsection 12.3 and/or Subsection 12.4, below.

12.3 Joint Defense. Notwithstanding Subsection 12.2 above, in cases where Parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of said Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in Subsection 12.4 below. Parties further agree that no Party may bind the others to a settlement agreement without the written consent of the others.

12.4 Reimbursement and/or Reallocation. Where a trial verdict allocates or determines the comparative fault of the Parties, those Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The Parties expressly waive pro rata allocation off liability under Government Code Section 895.6.

## **SECTION 13 – NO WAIVER**

This Agreement shall in no way abrogate or waive any of the immunities available under Federal, State, and local law and regulations, including but not limited to the California

Emergency Services Act, Government Code Section 8655 *et seq.*, and the California Government Claims Act, Government Code Section 810 *et seq.*

#### **SECTION 14 – RECORDS**

When mutual aid is provided, the Requesting and Assisting Parties will keep account records of the personnel, equipment, mileage, and materials provided as required by Federal and State law, the California Disaster Assistance Act, and Federal Emergency Management Agency (“FEMA”) guidelines to maximize the possibility of Federal and State disaster reimbursement. Each Party shall have access to another Party’s records for this purpose upon reasonable request.

#### **SECTION 15 – EFFECTIVE DATE**

This Agreement shall take effect immediately upon its execution by the President of the County of San Mateo Board of Supervisors and one or more other Parties.

#### **SECTION 16 – WITHDRAWAL**

Any Party may withdraw from this Agreement, with or without cause, upon delivery of one-hundred twenty (120) days prior written notice to the Operational Area Coordinator.

#### **SECTION 17 – PRIOR AGREEMENTS**

To the extent that they are inconsistent with this Agreement, all prior agreements for building department mutual aid between the Parties are hereby null and void. This Agreement does not preclude any routine or shared services which the Parties may provide, may already have contracted for, or may contract for in the future.

#### **SECTION 18 – MULTIPLE REQUESTS**

When more than one city is impacted by an emergency, requests for building safety inspection mutual aid under this Agreement will be channeled through the Operational Area Coordinator to ensure maximum effectiveness in allocating resources to the Party with the highest priority needs.

#### **SECTION 19 – MEDIATION**

Should any dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties involved in the dispute shall meet in mediation within 30 days of a

request. The mediator shall be agreed to by the mediating Parties; in the absence of an agreement, the Parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

### **SECTION 20 – OPERATIONAL AREA COORDINATOR**

The Operational Area Coordinator shall be responsible for:

- A. Receipt of new members to the Agreement.
- B. Maintaining a current list of signatory Parties.
- C. Establishing and maintaining a list of Coordinators.
- D. Circulating annually a list of all Parties and Coordinators to all signatory Parties.
- E. Arranging for amendments to the Agreement as may be necessary.
- F. Allocating resources in the event of multiple requests as provided in Section 18.

### **SECTION 21 – EXECUTION**

All Parties agree that any other qualified public agency may become a Party to this Agreement by executing a duplicate copy of this Agreement and sending same to the Operational Area Coordinator, addressed as follows:

San Mateo County Office of Emergency Services  
400 County Center  
Redwood City, CA 94063-1665

### **SECTION 22 – AUTHORITY TO ENTER INTO AGREEMENT**

Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective Party.

### **SECTION 23 – THIRD PARTY BENEFICIARIES**

Nothing set forth in this Agreement shall create, nor is it intended to create, third party beneficiaries with rights to enforce any clause, condition or term of this Agreement, or assert a claim or cause of action for breach of this Agreement.

**SECTION 24 – SEVERABILITY**

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

\* \* \*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and in agreement with this Agreement’s terms, the Parties, by their duly authorized representatives, affix their respective signatures:

<b>Jurisdiction</b>	<b>Signature</b>	<b>Print Name and Title</b>	<b>Date</b>
Atherton			
Belmont			
Brisbane			
Burlingame			
Colma			
Daly City			
East Palo Alto			
Foster City			
Half Moon Bay			
Hillsborough			
Menlo Park			
Millbrae			
Pacifica			
Portola Valley			
Redwood City			
San Bruno			
San Carlos			
San Mateo			
South San Francisco			
Woodside			
County of San Mateo			



**EXHIBIT A**  
**SAN MATEO COUNTY OPERATIONAL AREA**  
**BUILDING SAFETY INSPECTION PROGRAM MUTUAL AID AGREEMENT**  
**PROCEDURES GUIDE**

**I. PURPOSE**

The purpose of this Procedures Guide is to provide Parties to the San Mateo County Operational Area Building Safety Inspection Program Mutual Aid Agreement with a practical set of guidelines on how to effectively provide and receive building safety inspection assistance. The terms of the Agreement shall govern in the event there is any actual or apparent conflict between this Procedures Guide and the Agreement. The following provisions are suggested guidelines only and not binding on any agency, except to the extent an agency wishes to request assistance pursuant to this Agreement, in which case these guidelines shall be followed. These provisions should be modified and expanded as necessary by an Amendment to the Agreement to meet the unique needs, emergency organizational structure, and working relationships of each operational and regional area.

**II. TENETS OF OPERATIONAL AREA BUILDING SAFETY INSPECITON MUTUAL AID**

1. The most effective means of providing timely assistance to a jurisdiction impacted by a disaster is to have agreements in place in advance of the disaster.
2. Assistance is voluntary.
3. Assistance provided shall be reimbursed by the requesting jurisdiction.
4. Jurisdictions should reasonably commit their own resources before requesting mutual aid.
5. A Proclamation of a Local Emergency is necessary to activate the Agreement, unless waived per Section 3 of the Agreement.
6. Cooperative planning and training are desirable to enhance the effectiveness of providing mutual aid when needed.

**III. PROCEDURES FOR BUILDING SAFETY INSPECTION MUTUAL AID**

1. Designated Building Official Coordinator

The Agreement specifies that the “Coordinator” shall mean the person designated by each Party to act on behalf of that Party on all matters relative to building safety inspection mutual aid, including but not limited to requests, responses, and reimbursement.

The Coordinator should be a person who during a disaster would be authorized to request Safety Assessment Program (“SAP”) resources. The Coordinator should also be in a position to authorize the providing agency to release personnel and equipment to the agency impacted by the disaster.

Alternate coordinators should be designated in case the primary coordinator is unavailable during the disaster. Each Party should submit the name and contact information of the Coordinator and alternate to the Operational Area Coordinator, and keep that information up-to-date.

## 2. WebEOC Communication

To obtain building safety inspection assistance, a planned method of communicating requests is essential. This includes using WebEOC as the primary means to process the request and maintain lines of communication. WebEOC should be used to request assistance using the Resource Task (ICS-213RR). Communication via telephone, radio, microwave, etc. may be necessary in the early phases of an incident to ensure requests are being received and processed in a timely manner, and may also be used as secondary communication channels.

## 3. Resource Lists and Contacts

It is strongly recommended that lists of building safety inspector resources (including quantity and type of personnel, equipment, and materials) be developed for each participating agency in the Operational Area. Each Coordinator should upload their resource list to WebEOC, and provide a copy to the Operational Area Coordinator. The Operational Area Coordinator will populate the list in the resources section of the County WebEOC. Coordinators should regularly review and update their lists and provide updated information to the Operational Area Coordinator. Such lists are essential for the Operational Area Coordinator to quickly identify which agencies have the particular types of resources needed by the requesting agency.

SMCAAlert will be used to notify all Building Officials/designated Coordinators in the Operational Area of a resource request.

## 4. Arrange Care for Assisting Forces

The Agreement requires that the Requesting Party be responsible for the safekeeping of the resources provided by the Assisting Party.

## 5. Documentation for Reimbursement

In accordance with the Agreement, each Requesting and Assisting Party is required to keep accounting records of the personnel, equipment, and materials provided under the Agreement as required by the Federal Stafford Act administered by the Federal Emergency Management Administration (FEMA) and State guidelines. This requirement is to maximize the Requesting Party’s ability to receive reimbursement for costs expended to receive mutual aid.

## 6. Proclamation of Emergency

The Agreement requires that a Local Emergency be proclaimed by an authorized official or the governing body of the impacted jurisdiction prior to requesting resources, unless the requirement

is waived pursuant to Section 3 of the Agreement. A State of Emergency should also be requested through the Operational Area for approval by the Governor to authorize State reimbursement and, if warranted, a request for a Presidential Proclamation of Emergency to authorize federal reimbursement. Each Party should include in their emergency plan a provision to seek a proclamation from the authorized official in their jurisdiction as soon as they can reasonably determine that the disaster will be beyond the scope of mutual aid assistance. Because cumulative estimates of damage across the County may be combined to establish a basis for reimbursement from the State and a gubernatorial declaration of emergency, the collection and provision of damage estimates to the Operational Area Coordinator for any incident that might have Countywide implication is important in obtaining external resources.

#### 7. Agency in Charge

The Agreement provides that the Requesting Coordinator shall remain in charge of the incident and provide direction to and control of the resources provided by the Assisting Party. The Requesting Party may also request that the Assisting Party provide supervisory personnel to take direct charge of the resources provided under the overall direction of the Requesting Coordinator. The Assisting Party should comply with all reasonable directions from the Requesting Coordinator. However, the Assisting Party should not be obligated to perform any work that it reasonably believes would unduly jeopardize the safety of its employees.

#### 8. Checklists for Requesting Mutual Aid

Each Party to the Agreement is encouraged to develop checklists for their Coordinator to use in assuring that all required steps are followed to properly and effectively seek and provide building safety inspection mutual aid for the benefit of the impacted area and protection of the Assisting Party. These checklists should establish who is to carry out each essential function both internally to the agency and externally, and contact numbers and means for reaching those individuals.

Exhibit A-1 (San Mateo County Operational Area Building Safety Inspection Program Checklist for Mutual Aid Assistance) is a sample checklist.

## EXHIBIT A-1

### SAN MATEO COUNTY BUILDING SAFETY INSPECTION PROGRAM CHECKLIST FOR MUTUAL AID ASSISTANCE

#### I. Pre-Event

Develop procedures at the Operational Area to carry out mutual aid including checklists of actions, resource lists, etc.

#### II. Post Event

1. Agency experiencing event quickly assesses estimated extent of damage and availability of local resources to respond.
2. If it is apparent that outside resources will be needed to effectively deal with the emergency, promptly request a proclamation of Local Emergency.
3. Upon a proclamation of Local Emergency (or waiver under Section 3 of the Agreement), request mutual aid assistance via WebEOC from the Operational Area Coordinator according to pre-established procedures in WebEOC.
4. Ensure request is specific as to type and quantity of resources needed, when to report, who to report to, how long resources may be needed, and type of work to be performed.

Once an Assisting Party is located to satisfy the resource request, the Operational Area Coordinator will determine how quickly these resources can be made available and notify the Requesting Party.

5. The Requesting Party will make all necessary arrangements to care for the Assisting Party's personnel and equipment if needed.
6. The Requesting Party will carefully document all costs for each specific damage site according to State and Federal procedures for eligible reimbursement. Carefully record the names of assisting personnel and equipment at each site, hours worked, and mileage. Parties should ensure that expenses and activities are documented on the required forms, which include:
  - a. ICS Form 214 Unit Log
  - b. FEMA 90127 Force Account Labor Summary
  - c. FEMA 90128 Force Account Equipment Summary

7. The Requesting Party should return the Assisting Party's resources as soon as possible.

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## STAFF REPORT

**City Council**  
**Meeting Date:** 3/10/2020  
**Staff Report Number:** 20-056-CC

**Consent Calendar:** Approve the permanent neighborhood traffic plan measures for Baywood Avenue, Clover Lane, Blackburn Avenue, McKendry Drive and Marmona Drive

### Recommendation

Staff recommends that the City Council approve the permanent neighborhood traffic plan measures for Baywood Avenue, Clover Lane, Blackburn Avenue, McKendry Drive and Marmona Drive per Attachment A.

### Policy Issues

This project is consistent with the City's circulation element, adopted in 2016, which includes goals of promoting safe, multimodal streets, and minimizing cut-through and high-speed traffic that diminishes the quality of life in Menlo Park's residential neighborhoods.

This project follows the City's neighborhood traffic management program (NTMP) guidelines adopted in November 2004. The NTMP is designed to provide consistent, citywide policies to neighborhood traffic management to ensure equitable and effective solutions. The City Council can either approve the traffic plan measures or authorize plan revisions.

### Background

On September 11, 2018, the City Council approved the installation of the traffic plan measures for Baywood Avenue, Clover Lane, Blackburn Avenue, McKendry Drive and Marmona Drive for a six-month trial period. This project was the result of the NTMP process to address the neighborhood's concerns about speeding and cut-through traffic on Marmona Drive. This project was initiated by a resident in the neighborhood in May 2017 and had gone through previous NTMP steps that involved obtaining signatures from at least 60 percent of the residents in the neighborhood to petition the City to consider this as an NTMP project and at least 51 percent support, via a neighborhood survey, for a trial installation of the traffic plan on a six-month period.

Installation of the traffic plan measures as shown on Attachment A was completed March 31, 2019. Due to conflict with the adjacent driveways that made it difficult for residents to exit out of their driveway and the inability to find a feasible alternative location, the speed hump on Blackburn Avenue was eliminated from the trial plan. Its elimination is reflected on Attachment A. The measures installed included:

- Yield sign on Baywood Avenue at Blackburn Avenue.
- Four speed humps each on McKendry Drive and on Marmona Drive. The speed humps with emergency vehicle cut-outs, as approved by Menlo Park Fire Protection District, were constructed using asphalt concrete. The speed humps would remain as a permanent measure if the City Council approves the permanent installation.

- “Speed Humps Ahead” and 15 miles per hour (mph) advisory speed limit signs in advance of the first speed hump on each street.
- Full roadway closure of Clover Lane for vehicular traffic (except bicycles) at the current location of the partial closure, south of Willow Road; and installation of No Outlet sign on Clover Lane at Baywood Avenue. A more permanent device is needed for this measure, as explained further below.

The six-month trial installation ended September 30, 2019.

### Analysis

Following completion of the trial period, the NTMP requires the following steps to be taken to consider a permanent installation:

1. Traffic data collection to determine effectiveness
2. Resident survey to determine support
3. Complete Streets Commission review and recommendation
4. City Council approval

#### Traffic data and residents’ survey

On November 14, 2019, in accordance with the NTMP, staff circulated a survey (Attachment B) to the 174 Menlo Park households in the study area to determine whether they consider the Baywood Avenue, Clover Lane, Blackburn Avenue, McKendry Drive and Marmona Drive traffic plan to be successful and if they wish the traffic plan measures to be made permanent. On December 10, 2019, the survey was re-sent to households that did not respond to the first mail-out. On January 13, a third mail-out was sent to households that did not respond to the second mail-out. The third mail-out, an extra step to the standard NTMP process, was made in response to a mailing issue that precluded a significant number of residents from receiving one of the previous mail-outs.

Table 1 shows the eighty-fifth percentile speeds collected June 4, 2017, and May 17, 2018 (“Before” studies) and on the week of October 14, 2019 (“After” studies.) The traffic data collected May 17, 2018, was to determine the effect of the “No left turn, 3-7 p.m., weekdays” restrictions in the Willows neighborhood installed in conjunction with the Willow Road-U.S. 101 Interchange project, including the sign installed on Woodland Avenue at Baywood Avenue. Table 1 also compares the speed statistics among these three studies.

Roadway	Direction	June 4, 2017 (1)	May 17, 2018 (2)	October 15, 2019 (3)	Difference in 85 <sup>th</sup> ile speeds (2) - (1)	Difference in 85 <sup>th</sup> ile speeds (3) - (2)	Difference in 85 <sup>th</sup> ile speeds (3) - (1)
Baywood Avenue	Eastbound	30.6	26.9	23.6	-3.7	-3.3	-7.0
	Westbound	28.9	26.6	23.9	-2.3	-2.7	-5.0
Blackburn Avenue	Northbound	19.7	20.8	19.8	+1.1	-1.0	+0.1
	Southbound	22.6	20.9	20.6	-1.7	-0.3	-2.0
Clover Lane	Northbound	25.1	24.0	16.4	-1.1	-7.6	-8.7
	Southbound	24.2	16.3	16.9	-7.9	+0.6	-7.3
Marmona Drive	Eastbound	31.1	26.6	25.8	-4.5	-0.8	-5.3
	Westbound	25.9	27.6	23.1	+1.7	-4.5	-2.8
McKendry Drive	Eastbound	29.5	27.4	21.2	-2.1	-6.2	-8.3
	Westbound	23.9	26.7	21.0	+2.8	-5.7	-2.9

<sup>1</sup>The 85<sup>th</sup> Percentile speed is the speed at or below which 85 percent of traffic is moving.



On roadways where speed humps were installed, specifically on Marmona Drive and McKendry Drive, traffic speeds were significantly reduced, with reductions ranging from 0.8 mph to 8.3 mph. On Baywood Avenue, where yield control was installed at its intersection with Blackburn Avenue, traffic speeds were also significantly reduced. This result verified a speed hump on Baywood Avenue, which some Baywood Avenue residents opposed prior to the trial installation, was not necessary to achieve the desired speed reductions. Blackburn Avenue showed a very slight increase in traffic speeds for the NB direction but a decrease in traffic speeds for the southbound direction, and speeds measured were in the range of 19 to 20 mph. This result verified that a speed hump on Blackburn Avenue was not necessary to achieve the desired speed reductions.

Table 2 shows the traffic volume collected on June 4, 2017 and May 17, 2018 (“Before” studies) and on the week of October 14, 2019 (“After” studies). Table 2 also compares the traffic volumes among these three studies.

Table 2: Traffic volumes (vehicles per day)							
Roadway	Direction	June 4, 2017 (1)	May 17, 2018 (2)	October 15, 2019 (3)	Difference in volume(2) - (1)	Difference in volume (3) – (2)	Difference in volume (3) - (1)
Baywood Avenue	Eastbound	913	431	388	-482	-43	-525
	Westbound	431	366	368	-65	+2	-63
	<b>Total</b>	<b>1344</b>	<b>797</b>	<b>756</b>	<b>-547</b>	<b>-41</b>	<b>-588</b>
Blackburn Avenue	Northbound	196	183	332	-13	+149	+136
	Southbound	465	333	230	-132	-103	-235
	<b>Total</b>	<b>661</b>	<b>516</b>	<b>562</b>	<b>-145</b>	<b>+46</b>	<b>-99</b>
Clover Lane	Northbound	105	74	127	-31	+53	+22
	Southbound	104	50	72	-54	+22	-32
	<b>Total</b>	<b>209</b>	<b>124</b>	<b>199</b>	<b>-85</b>	<b>+75</b>	<b>-10</b>
Marmona Drive	Eastbound	934	496	478	-438	-18	-456
	Westbound	346	279	292	-67	+13	-54
	<b>Total</b>	<b>1280</b>	<b>775</b>	<b>770</b>	<b>-505</b>	<b>-5</b>	<b>-510</b>
McKendry Drive	Eastbound	168	152	122	-16	-30	-46
	Westbound	83	76	93	-7	+17	+10
	<b>Total</b>	<b>251</b>	<b>228</b>	<b>215</b>	<b>-23</b>	<b>-13</b>	<b>-36</b>

The combination of the turn restrictions in the Willows neighborhood, speed humps, and full roadway closure on Clover Lane near its intersection with Willow Road resulted in reductions in the total traffic volumes on all five roadways. In considering only the impacts of the speed humps and the full roadway closure on Clover Lane on traffic volumes, the after studies, under column (3) – (2,) showed that traffic volumes increased on Blackburn Avenue and on Clover Lane. The full closure on Clover Lane appeared to shift the NB traffic from Clover Lane to Blackburn Avenue. The increase in traffic volume on Clover Lane could be due to drivers’ inattention and/or unfamiliarity with the “No Outlet” sign at the intersection of Clover Lane with Baywood Avenue. The drivers, upon realizing Clover Lane was completely closed, would turn around and drive back to Baywood Avenue, consequently counting twice.

The NTMP requires that 51 percent support of households in the study area. As shown in Table 3 below, households in the study area supported that the traffic management measures on Baywood Avenue, Clover Lane, Blackburn Avenue, McKendry Drive and Marmona Drive be made permanent.

Table 3: Survey results	
Yes, I support plan	101 votes or 58.0%
No, I do not support the plan	11 votes or 6.3%
Did not respond	62 or 35.7%

Subsequently, on February 12, the Complete Streets Commission considered the Baywood Avenue, Clover Lane, Blackburn Avenue, McKendry Drive and Marmona Drive NTMP and results of the resident survey for permanent installation and passed a motion, 7-0-0-2, recommending to City Council to approve the Baywood Avenue, Clover Lane, Blackburn Avenue, McKendry Drive and Marmona Drive NTMP measures permanently. Three members of the public spoke at this meeting, acknowledging the work of staff on this traffic calming project and commenting that the Commission should recommend to the City Council to make this traffic plan permanent. They also expressed their objection to the NTMP voting process where surveys not returned count as “No” votes.

The temporary roadway closure on Clover Lane was made of a 2.5-inch-high rubber speed bump with two impact resistant recovery posts (Attachment C). This allowed bicycles, garbage trucks and fire trucks/engines to go through the closure since there is no turn-around area on Clover Lane for garbage or emergency vehicles. However, residents told staff that some SUVs and small trucks were able to drive through the closure as well. Consequently, staff recommends that the permanent roadway closure replace the 2.5-inch speed bump with a 3.5-inch-high heavy duty plastic stop (Attachment C). The 3.5-inch plastic stop will make it difficult for vehicles other than garbage trucks and fire trucks/engines to drive over the block. If this is not successful, additional impact resistant recovery posts could be installed. Menlo Park Fire Protection District has concurred to this change, indicating to staff that the needed clearance for its fire trucks and engines is 4 inches.

**Impact on City Resources**

The estimated cost for the permanent roadway closure installation is \$1,500 and budget for this is available from the City’s annual operating budget. The total cost of the trial installation was \$95,000 for construction and approximately \$20,000 for staff time (design and construction administration and inspection.)

**Environmental Review**

Environmental review is categorically exempt under the California Environmental Quality Act since it involves minor construction on a public street. According to the City’s transportation impact analysis (TIA) Guidelines, on local streets, a traffic impact may be considered potentially significant if the existing daily traffic volume (ADT) is less than 750 and the project related traffic increase the ADT by 25 percent. With the full roadway closure on Clover Lane, the ADT increased from 124 to 199, an increase of 60percent. As indicated previously, this increase could be attributed to the northbound drivers’ not knowing that Clover Lane has been closed to northbound traffic and having to turn around to go back to Baywood Avenue and ultimately, Blackburn Avenue. The increase in traffic could be also attributed to the northbound closure not physically restricting all small trucks and SUVs from driving over it. With the modified northbound closure and additional measures proposed for the permanent installation, it is anticipated that the traffic volumes on Clover Lane would decrease to the level such that the TIA threshold for increase in traffic volumes for local streets with ADT less than 750 would not be exceeded.

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Postcard notices of this meeting were also mailed to the residents and property owners on the streets within the survey area. The postcard invited the residents and property owners to learn about the survey results and provide input for the permanent installation.

### **Attachments**

- A. Baywood Avenue, Clover Lane, Blackburn Avenue, McKendry Drive and Marmona Drive traffic plan
- B. Survey for permanent installation
- C. Roadway closure on Clover Lane near Willow Road

Report prepared by:

Rene Baile, Associate Transportation Engineer

Report reviewed by:

Kristiann Choy, Acting Transportation Manager



-  Speed Humps Ahead Sign
-  No Outlet Sign
-  Yield Sign
-  Full Closure
-  Speed Hump



January 13, 2020

**RE: Baywood Avenue, Clover Lane, Blackburn Avenue, McKendry Drive, and Marmona Drive Neighborhood Traffic Management Program (NTMP)**

Dear Menlo Park Resident/Property Owner:

Attached is the Resident Survey for Permanent Installation of the Baywood Avenue, Clover Lane, Blackburn Avenue, McKendry Drive, and Marmona Drive Traffic Management Plan. Please complete and return to our office by January 27, 2020. In accordance with the City's Neighborhood Traffic Management Plan (NTMP), a vote not turned in is considered a "No" vote.

On September 11, 2018, the City Council approved the implementation of the traffic management plan for Baywood Avenue, Clover Lane, Blackburn Avenue, McKendry Drive, and Marmona Drive Traffic Management Plan for a six-month trial period. This project was the result of the NTMP process to address the observed speeding on Marmona Drive, Baywood Avenue and parallel routes, and the increase in cut-through traffic in the neighborhood due to traffic congestion on Willow Road, especially in the evening commute hours.

The traffic management plan implemented for the six-month trial period comprised of the following measures as shown on Exhibit A and listed below. Due to conflict with the adjacent driveways that made it difficult for residents to exit out of their driveway and the inability to find a feasible alternative location, the speed hump on Blackburn Avenue was eliminated from the trial plan. Its elimination is reflected on Exhibit A.

- Installation of a Yield sign on Baywood Avenue at Blackburn Avenue
- Full roadway closure of Clover Lane for vehicular traffic (except bicycles), approximately at the current location of the partial closure, south of Willow Road; and installation of No Outlet sign on Clover Lane at Baywood Avenue
- Installation of four speed humps on McKendry Drive
- Installation of four speed humps on Marmona Drive
- Installation of "Speed Humps Ahead" and 15 MPH Advisory speed limit signs in advance of the first speed hump on each street

On March 31, 2019, the temporary installation of the above measures was completed and subsequently, the trial period of the installation commenced.

In accordance with the NTMP, at the conclusion of this trial period on September 30, 2019, an after traffic study was conducted to collect traffic speeds and volume. Subsequently, this survey is being sent to study area households and businesses to determine whether they consider the Level II traffic management plan measures to be successful and if they wish them to be implemented on a permanent basis. Attachment C illustrates the permanent roadway closure detail for Clover Lane near Willow Road. The construction cost for this work is estimated to be \$2,500.

Next Steps:

If at least 51% of households and businesses in the study area support the permanent installation, the Complete Streets Commission will vote to approve or deny the recommendation to City Council for permanent installation. The City Council will then review the Commission's recommendation and decide to either deny or approve the permanent establishment of measures shown on Exhibit A. Based on the Council's decision, the traffic management measures on Baywood Avenue, Clover Lane, Blackburn Avenue, McKendry Drive, and Marmona Drive will be either removed or remain permanently. The expected timeline for the meetings will be as follows"

- Complete Streets Commission Meeting – Mid- January, 2020
- City Council Meeting – Late February, 2020

If you have any questions regarding the above, please contact me at 650-330-6770 or visit the webpage below (Attachment A).

Sincerely,



Rene C. Baile  
Associate Transportation Engineer

Attachments:

- A. City's Neighborhood Traffic Management Program web page:  
[www.menlopark.org/documentcenter/view/300](http://www.menlopark.org/documentcenter/view/300)
- B. Resident Survey
- C. Clover Lane Permanent Roadway Closure Detail

EXHIBIT A



## RESIDENT SURVEY FOR PERMANENT INSTALLATION OF THE BAYWOOD AVENUE, CLOVER LANE, BLACKBURN AVENUE, MCKENDRY DRIVE, AND MARMONA DRIVE TRAFFIC MANAGEMENT PLAN MEASURES

As stated in the enclosed cover letter, the City of Menlo Park is taking a survey to determine whether the residents consider the Baywood Avenue, Clover Lane, Blackburn Avenue, McKendry Drive, and Marmona Drive traffic management plan measures to be successful and wish them to remain on a permanent basis. The measures are as shown on Exhibit A. Please note that Exhibit A will permanently eliminate the speed hump proposed on Blackburn Avenue in the trial installation plan and will not propose any new speed hump on Baywood Avenue. The "No Left Turn, 3-7 p.m., weekdays" restrictions in the Willows neighborhood were installed in conjunction with the Willow Road-US 101 Interchange Project in December 2017, including the sign installed on Woodland Avenue at Baywood Avenue, and is not part of this survey. Whether these turn restrictions will be removed or not will be considered by the City Council at a future meeting.

Table 1 shows the 85<sup>th</sup> percentile speeds collected on June 4, 2017 and May 17, 2018 ("Before" studies) and on the week of October 14, 2019 ("After") studies. The traffic data collected on May 17, 2018 was to determine the effect of the "No Left Turn, 3-7 p.m., weekdays" restrictions in the Willows neighborhood installed in conjunction with the on-going Willow Road-US 101 Interchange Project in December 2017, including the sign installed on Woodland Avenue at Baywood Avenue. Table 1 also compares the speed statistics among these three studies.

Roadway	June 4, 2017 (1)	May 17, 2018 (2)	October 15, 2019 (3)	Difference in 85 <sup>th</sup> ile speeds (2) - (1)	Difference in 85 <sup>th</sup> ile speeds (3) - (2)	Difference in 85 <sup>th</sup> ile speeds (3) - (1)
Baywood Avenue	30.6 (EB)	26.9 (EB)	23.6 (EB)	-3.7 (EB)	-3.3 (EB)	-7.0 (EB)
	28.9 (WB)	26.6 (WB)	23.9 (WB)	-2.3 (WB)	-2.7 (WB)	-5.0 (WB)
Blackburn Avenue	19.7 (NB)	20.8 (NB)	19.8 (NB)	+1.1 (NB)	-1.0 (NB)	+0.1 (NB)
	22.6 (SB)	20.9 (SB)	20.6 (SB)	-1.7 (SB)	-0.3 (SB)	-2.0 (SB)
Clover Lane	25.1 (NB)	24.0 (NB)	16.4 (NB)	-1.1 (NB)	-7.6 (NB)	-8.7 (NB)
	24.2 (SB)	16.3 (SB)	16.9 (SB)	-7.9 (SB)	+0.6 (SB)	-7.3 (SB)
Marmona Drive	31.1 (EB)	26.6 (EB)	25.8 (EB)	-4.5 (EB)	-0.8 (EB)	-5.3 (EB)
	25.9 (WB)	27.6 (WB)	23.1 (WB)	+1.7 (WB)	-4.5 (WB)	-2.8 (WB)
McKendry Drive	29.5 (EB)	27.4 (EB)	21.2 (EB)	-2.1 (EB)	-6.2 (EB)	-8.3 (EB)
	23.9 (WB)	26.7 (WB)	21.0 (WB)	+2.8 (WB)	-5.7 (WB)	-2.9 (WB)

1. The 85<sup>th</sup> Percentile speed is the speed at or below which 85 percent of traffic is moving.

On roadways where speed humps were installed, specifically on Marmona Drive and McKendry Drive, traffic speeds were significantly reduce with reductions ranging from 0.8 mph to 8.3 mph. On Baywood Avenue, where yield control was installed at its intersection with Blackburn Avenue, traffic speeds were also significantly reduced. This result justifies not to install a speed hump on Baywood Avenue. Blackburn Avenue did see a slight increase in traffic speeds for the NB direction but a decrease in traffic speeds for the SB direction. This result justifies not to install a speed hump on Blackburn Avenue.

Table 2 shows the traffic volume collected on June 4, 2017 and May 17, 2018 ("Before" studies) and on the week of October 14, 2019 ("After") studies. Table 2 also compares the traffic volumes among these three studies.

Roadway	June 4, 2017 (1)	May 17, 2018 (2)	October 15, 2019 (3)	Difference in 85 <sup>th</sup> ile speeds (2) - (1)	Difference in 85 <sup>th</sup> ile speeds (3) - (2)	Difference in 85 <sup>th</sup> ile speeds (3) - (1)
Baywood Avenue	913 (EB)	431 (EB)	388 (EB)	-482 (EB)	-43 (EB)	-525 (EB)
	431 (WB)	366 (WB)	368 (WB)	-65 (WB)	+2 (WB)	-63 (WB)
	1344 (total)	797 (total)	756 (total)	-547 (total)	-41 (total)	-588 (total)
Blackburn Avenue	196 (NB)	183 (NB)	332 (NB)	-13 (NB)	+149 (NB)	+136 (NB)
	465 (SB)	333 (SB)	230 (SB)	-132 (SB)	-103 (SB)	-235 (SB)
	661 (total)	516 (total)	562 (total)	-145 (total)	+46 (total)	-99 (total)



Clover Lane	105 (NB)	74 (NB)	127 (NB)	-31 (NB)	+53 (NB)	+22 (NB)
	104 (SB)	50 (SB)	72 (SB)	-54 (SB)	+22 (SB)	-32 (SB)
	209 (total)	124 (total)	199 (total)	-85 (total)	+75 (total)	-10 (total)
Marmona Drive	934 (EB)	496 (EB)	478 (EB)	-438 (EB)	-18 (EB)	-456 (EB)
	346 (WB)	279 (WB)	292 (WB)	-67 (WB)	+13 (WB)	-54 (WB)
	1280 (total)	775 (total)	770 (total)	-505 (total)	-5 (total)	-510 (total)
McKendry Drive	168 (EB)	152 (EB)	122 (EB)	-16 (EB)	-30 (EB)	-46 (EB)
	83 (WB)	76 (WB)	93 (WB)	-7 (WB)	+17 (WB)	+10 (WB)
	251 (total)	228 (total)	215 (total)	-23 (total)	-13 (total)	-36 (total)

The combination of the turn restrictions in the Willows neighborhood, speed humps, and full roadway closure on Clover Lane near its intersection with Willow Road saw reductions in the total traffic volumes on all five roadways. In considering only the impacts of the speed humps and the full roadway closure on Clover Lane on traffic volumes, the after studies, under column (3) – (2), showed that traffic volumes increased on Blackburn Avenue and on Clover Lane. The full closure on Clover Lane appear to have shifted the NB traffic from Clover Lane to Blackburn Avenue. The increase in traffic volume on Clover Lane could be due to drivers' inattention and/or unfamiliarity with the "No Outlet" sign at the intersection of Clover Lane with Baywood Avenue.

You may return your completed survey by using the self-addressed envelope or by dropping it off at the front desk at City Hall. We would appreciate receiving your response by January 27, 2020. (Please check one response)

***Do you support the Baywood Avenue, Clover Lane, Blackburn Avenue, McKendry Drive, and Marmona Drive Traffic Management Plan Measures to remain or be installed on a permanent basis?***

- Yes, I support the plan measures to remain or be installed on a permanent basis.**
- No, I do not support the plan measures to remain or be installed on a permanent basis.**

Thank you for taking the time to respond to this survey for trial installation. Please provide your name and address in the spaces below – only one signature per household or business. (Identities of individuals responding to this survey will remain confidential in the City's processing of the returns).

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

I am resident or property owner at (address):

\_\_\_\_\_

E-mail Address (optional): \_\_\_\_\_

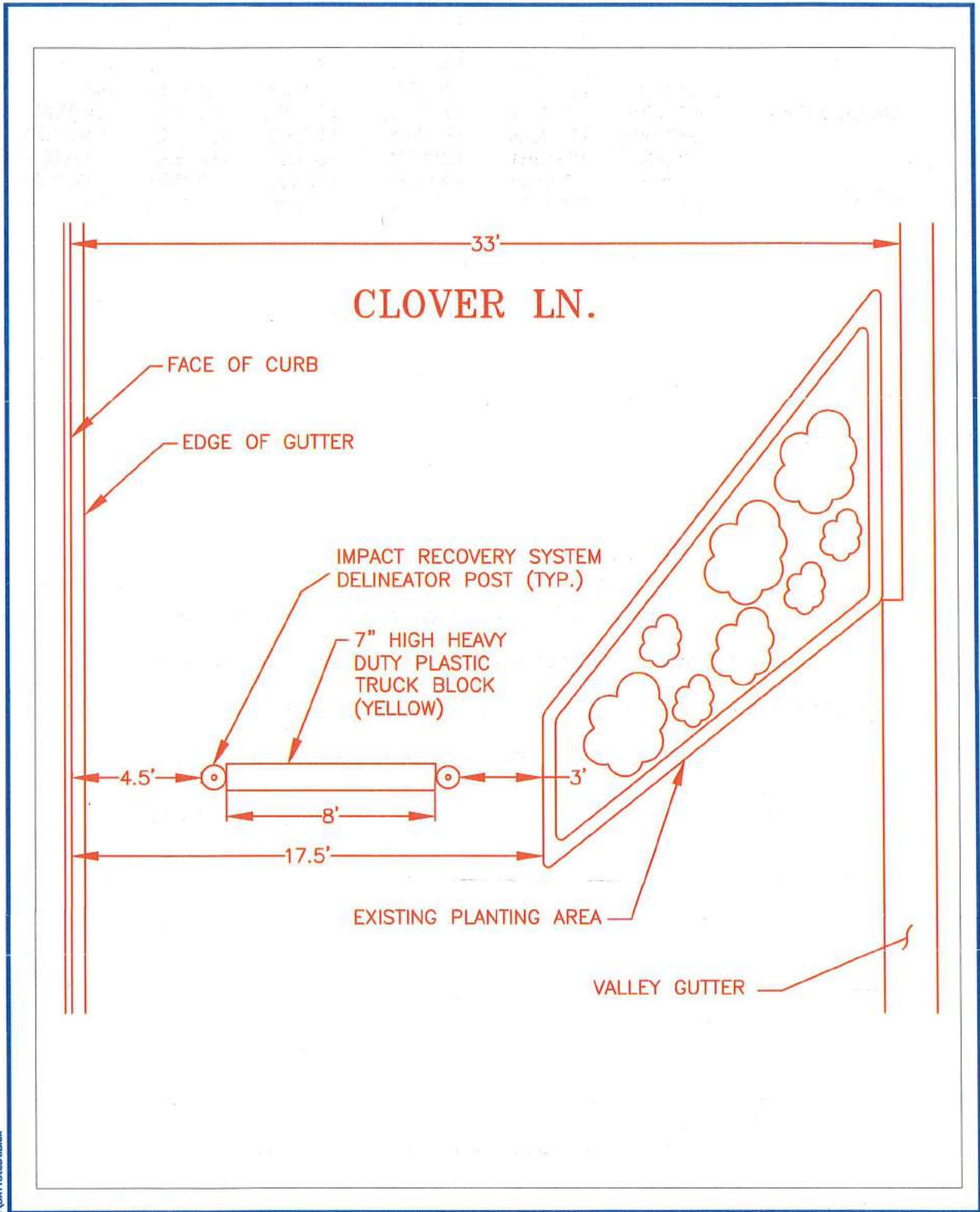
Tel. No. (optional): \_\_\_\_\_

If you have any questions regarding this, please contact Rene Baile, Associate Transportation Engineer.

Sincerely,



Rene C. Baile, P.E.  
Associate Transportation Engineer



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**CITY OF MENLO PARK STANDARD DETAILS**

NO.	REVISIONS	DATE
1	BIKE ACCESS	12/4/18
2		
3		
4		
5		

**CLOVER LANE PERMANENT  
FULL ROADWAY CLOSURE**

APPROVED

RENE C. BAILE  
ASSOC. TRANSPORTATION ENGINEER, R.C.E. No.44632

DRAWN  
PN

CHECKED  
RCB

DATE  
11/14/19

SCALE  
N.T.S.

SHEET  
1 OF 1



# ROADWAY CLOSURE ON CLOVER LANE NEAR WILLOW ROAD



TEMPORARY ROADWAY CLOSURE



PARKING STOP (3 1/2 INCH HIGH)

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## STAFF REPORT

### City Council

Meeting Date:

3/10/2020

Staff Report Number:

20-059-CC

Consent Calendar:

**Authorize the Mayor to sign a letter of support and the city manager to submit an application with San Mateo County for the Stanford recreation mitigation fund**

### Recommendation

Staff recommends that the City Council authorize the Mayor to sign a letter of support (Attachment A) and the city manager to submit an application with San Mateo County for the Stanford recreation mitigation fund for the Middle Avenue pedestrian and bicycle rail crossing project.

### Policy Issues

The City Council identified the Middle Avenue pedestrian and bicycle rail crossing project (project) as a high priority project in the 2019 work plan. The project is consistent with policies stated in the 2016 general plan circulation element, the El Camino Real and Downtown specific plan and is included in the City's capital improvement program (CIP.) These policies seek to 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. In addition, the circulation element includes a policy to work with neighboring jurisdictions and appropriate agencies to coordinate transportation planning efforts and to identify and secure adequate funding for regional transportation improvements to improve transportation options and reduce congestion in Menlo Park and adjacent communities.

### Background

As part of their 2000 general use permit, Stanford University was required to mitigate the loss of recreational facilities as a result of their development. One of those mitigation measures lead to the creation of a recreation mitigation fund in 2012 that Santa Clara County administers. In 2012, Santa Clara County requested applications for projects that could be allocated funds from this mitigation fund. The City submitted an application to repair the bike pathway along Sand Hill Road. That application was denied since it was considered maintenance and repair of an existing facility and not a new or expanded recreation facility. The Santa Clara County board of supervisors ultimately approved funding for four projects in 2012. Since then, not all of the projects moved forward resulting in \$5.6 million remaining in the mitigation fund. Santa Clara County has requested that the remaining funds be distributed within San Mateo County and asked San Mateo County to work with the cities in the southern part of the County to submit a joint application for the remaining funds. Santa Clara County has indicated that the support from the City Council for the application and project would be needed as part of the funding application.

## **Analysis**

City staff has been coordinating with San Mateo County staff and other jurisdictions regarding potential projects. As directed by Santa Clara County, the projects need to create new or expanded recreational uses that serve existing and future Stanford students and faculty. Staff has identified that the Middle Avenue pedestrian and bicycle rail crossing project (project) would meet that requirement. The project is a new Class I bicycle and pedestrian path that would be constructed under the Caltrain railroad tracks and provide a new east-west connection for neighborhoods on both sides of the Caltrain tracks. It will also connect the Middle Plaza development currently under construction by Stanford University. This development will include 215 rental housing units, approximately 145,000 square feet of commercial offices, 10,000 square feet of retail space, and a half-acre publicly accessible plaza designed to fit with the character of the surrounding community. Stanford faculty and students living at this development and on the west side of El Camino Real would be able to use the project to access Burgess Park and its recreational amenities. Staff had considered other projects identified in the City's transportation master plan, but they did not meet the recreational use requirement.

The City Council identified the Middle Avenue pedestrian and bicycle rail crossing projects as a high priority project in their 2019 work plan. On January 28, the City Council certified the environmental document for the project and approved the 30 percent project plans. Based on discussions with San Mateo County staff, city staff is requesting \$1 million from the Stanford mitigation fund for the project. Other projects in the County would request the balance of the Stanford mitigation fund. The Middle Avenue crossing project currently has an estimated \$8.5 million funding gap. Staff will continue to seek other funding opportunities to close this gap and complete the project.

### Next steps

If the City Council supports the application and letter of support, staff will work with San Mateo County staff to complete the application materials. The Santa Clara County board of supervisors is expected to make a decision in late spring of 2020. If the project is successful in securing the funds, staff would program the funds into the City's annual CIP as part of our planning for construction of the project.

## **Impact on City Resources**

There is no impact on City resources.

## **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

## **Public Notice**

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

## **Attachments**

A. Letter of support

Staff Report #: 20-059-CC

Report prepared by:  
Kristiann Choy, Acting Transportation Manager

Report reviewed by:  
Nikki Nagaya, Interim Public Works Director



March 10, 2020

Cindy Chavez, President  
Board of Supervisors  
County of Santa Clara  
70 West Hedding Street  
East Wing, 10<sup>th</sup> Floor  
San Jose, CA 95110

**RE: Support for Middle Avenue bicycle and pedestrian rail crossing project funding**

Dear President Chavez,

The City of Menlo Park is pleased to submit the Middle Avenue bicycle and pedestrian rail crossing project in conjunction with San Mateo County for funding under the Stanford Recreation Mitigation Fund. This project will provide a new bicycle and pedestrian connection underneath the Caltrain railroad tracks. This new Class I path will connect the future Middle Plaza development currently under construction by Stanford University with Burgess Park, which includes many recreational amenities including soccer fields, baseball fields, skateboard park, basketball courts, tennis courts, picnic tables. In addition, the park houses a Gymnasium, Gymnastics center, Aquatic Center, community center and library. Stanford students and faculty residing at the Middle Plaza development and on the west side of El Camino Real will be able to walk and bike to these recreational uses. The new path will encourage new pedestrian and bicycle users.

The City of Menlo Park had identified this project as one of our top priorities in our 2019 work plan. This project was first identified in our Downtown and El Camino Real Specific Plan in 2012 to improve east-west connectivity for bicyclists and pedestrians.

Thank you for the opportunity to submit for this funding opportunity. The City Council supports this application for funding from the Stanford Recreation Mitigation Fund. We urge the Board of Supervisors to allocate funds to this project and the other projects included with the San Mateo County application. We look forward to completing this project.



Sincerely,

Cecilia Taylor  
Mayor  
City of Menlo Park

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## STAFF REPORT

**City Council**

**Meeting Date:**

**3/10/2020**

**Staff Report Number:**

**20-055-CC**

**Regular Business:**

**Receive a progress report on Menlo Park's tenant relocation assistance program administered by Samaritan House and provide direction on the next steps**

### Recommendation

Staff recommends City Council:

1. Receive a progress report from Samaritan House on the administration of the Menlo Park tenant relocation assistance program;
2. Authorize the Housing Commission to make recommendations to City Council on potential amendments to the tenant relocation assistance program

### Policy Issues

The City Council allocated one-time funds to initiate a tenant relocation assistance program to support Menlo Park tenants that experience displacement which are not subject to the tenant relocation assistance ordinance.

### Background

On March 12, 2019, the City Council approved adoption of a new tenant relocation assistance ordinance (ordinance) after a significant community engagement process. The ordinance is applicable to certain circumstances and does not apply when a household must relocate due to a substantial rent increase or notice to vacate a unit without cause. The City Council also approved the creation of a community housing fund that will be used to provide relocation assistance payments to Menlo Park residents facing displacement from their rental units for reasons not addressed by the new ordinance. The City Council approved the allocation of one-time initial funding of \$100,000 from the general fund, with the expectation that private community donations will be contributed to the community housing fund to leverage the City's initial commitment.

On May 7, 2019, the City Council approved the tenant relocation assistance program guidelines and by resolution, authorized a funding agreement with Samaritan House to administer Menlo Park's community housing fund to provide tenant relocation assistance in the amount of \$100,000 for direct relocation assistance payments and \$12,000 for program administration expenses.

Samaritan House South is the core service agency serving Menlo Park residents, one of eight core service agencies in San Mateo County that works in close collaboration with the Human Services Agency to provide individuals and families with basic emergency and support services to stabilize their living situations. Core

service agencies provide clients with crisis intervention and referrals based on an evaluation of their needs and qualifications for assistance. Core service agencies provide safety net services to San Mateo County residents in need of food, emergency housing assistance, emergency utility assistance, shelter and other basic needs. Menlo Park's community fund for relocation assistance is intended to complement other forms of assistance provided at the Samaritan House South location in East Palo Alto, and every Tuesday at the former health clinic space in the Menlo Park Senior Center building.

Summary of relocation assistance program eligibility and amount of assistance

Assistance is primarily for circumstances that are not covered by the City's tenant relocation assistance ordinance including:

- Unsustainable rent increase
- Landlord chooses not to continue to lease/rent to tenant
- Landlord issues notice to vacate
- Other extraordinary actions as determined by the program administrator and approved by the city's community development director on a case by case basis

The general definition of an unsustainable rent increase is an amount equal to or greater than the consumer price index (CPI) plus 10 percent. A range of CPI plus 5 percent to 10 percent is permitted in certain circumstances in order to administer the assistance on a case-by-case basis after an eligibility analysis is conducted.

In addition to an applicant submitting proof of an action that will result in relocation (e.g., notice of unsustainable rent increase, notice to vacate, etc.,) households must:

- Meet income eligibility requirements;
- Occupy a unit located in incorporated Menlo Park for a minimum of twelve (12) months;
- Have a current valid lease or rental agreement with landlord;
- Not be delinquent on rental payments;
- Not be in the process of an eviction;
- Have income at or below 150 percent of the area median income (AMI) for San Mateo County;
- Request assistance from the program administrator; and
- Consent to providing information and documentation as requested for eligibility determination.

Relocation assistance shall not exceed \$5,000 per household. Eligible expenses include:

- Rent payment
- Rental/lease deposit
- Moving related expenses
- Other customary and directly related relocation expenses as determined by program administrator

**Analysis**

At the time the City Council approved the funding for this program, they expressed their desire to gain a better understanding of the need for assistance and approved the program to initially be structured as a one-year pilot with the intent to transition to a continuing program that can be renewed biennially. There was no baseline data on the demand for relocation assistance at the time the program was approved, so as a program requirement, the administrator must collect data, and prepare and submit qualitative and quantitative progress reports to the City. This information is intended to inform a needs analysis for City Council review and further direction.

In June 2019, a funding agreement was executed with Samaritan House to administer the tenant relocation assistance program (program) from July 1, 2019, through June 30, 2020, and the City dispersed \$112,000 for the implementation of the program. Based on the first periodic program performance report, Samaritan House provided the following information, covering the period from July 1, 2019, through December 31, 2019:

- Samaritan House served 65 Menlo Park households (165 individuals) with services including food, clothing, shelter and financial assistance.
- Of the 65 households, seven households sought financial assistance: six for rental and one for mortgage.
- No Menlo Park program funds were used for any household seeking financial assistance. This occurred because no household met the eligibility criteria outlined in the program guidelines, including as follows:
  - Households must not be delinquent on rental payments: Households seek financial assistance mostly when they are delinquent on rent due to some unforeseen circumstance. Samaritan House then assists in covering the delinquent rent, through the use of other funds, because the clients prove their ability to maintain their rent after the occurrence has ended. Further, Samaritan House assists the household in figuring out how to plan for such instances in the future (e.g., budgeting classes.) However, potential clients become ineligible for assistance through the Menlo Park program once they are delinquent on rent.
  - Funds for those facing rent increases: Clients will seek help for rent increases. However, if the client has no ability to ever be able to afford the rent increase, they will choose to move. No one has sought financial assistance for such an increase.
- Demographic information about the seven Menlo Park households assisted with other sources:
  - Three seniors, three female single parents of children under 18 years, and one single adult female.
  - Reasons: Of the seven households assisted, some had more than one reason for seeking assistance which included two car repair expenses; one Social Security income delayed; four temporary loss of income: two could not work due to health; two had fewer or no hours worked for a short time period, later hours restored.
  - None had savings.
- Program marketing flyers have been made available for distribution at city hall and at large, and on the Samaritan House website. The City also provides referral information and a link to Samaritan House on its website. Samaritan House hired an outreach specialist specifically to target the City and its neighboring communities with information about its services and funds available. This will include sharing Samaritan House and Menlo Park fund information in community spaces such as stores, library, community centers, etc. Samaritan House has connected with local community organizations such as a tenant association for more grassroots work. They have also entered into partnership with the Ravenswood School District in order to meet families' needs at the school level and share information with them. In addition, every Tuesday, Samaritan House satellite office is located at the former health clinic space in the Menlo Park Senior Center building in order to be more accessible to the residents of Menlo Park.
- \$5,397.55 has been expended for administration costs (approx. 45 percent.)
- There has not been any other community financial contributions to the City's initial fund, although one organization has been talking with Samaritan House about potential funding.

### Next steps

Based on the Samaritan House program performance report, the Menlo Park funds have not been utilized for relocation assistance, primarily due to program guidelines. Samaritan House staff have made some initial recommendations on modifications to the guidelines and program that they feel would better serve Menlo Park residents faced with unexpected financial emergencies that affects their ability to pay their rent and/or mortgage.

Staff recommends the City Council direct staff to seek the Housing Commission review of the Samaritan House recommendations for program modifications, and return to City Council with recommendations that include the Housing Commission and staff recommendations. These program modification recommendations would return to City Council with a proposed amendment to the resolution for the initial program and funding, anticipated in the spring of 2020.

Staff will also be working with Samaritan House to help identify an alternative location in Menlo Park to relocate their satellite office since their current space will be eliminated as a result of the Belle Haven community center and library project later this year.

### **Impact on City Resources**

The City allocated and disbursed \$112,000 in August 2019 to support this program and no additional funds are requested. The only other City resources utilized for this program are staff time.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment..

### **Public Notice**

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

### **Attachments**

- A. Resolution No. 6496 and tenant relocation assistance program guidelines
- B. Hyperlink – Samaritan House: [Samaritanhousesanmateo.org](http://Samaritanhousesanmateo.org)

### **Report prepared by:**

Rhonda Coffman, Deputy Community Development Director – Housing

### **Reviewed by:**

Deanna Chow, Interim Community Development Director

**RESOLUTION NO. 6496**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
AUTHORIZING AND APPROVING A FUNDING AGREEMENT IN THE AMOUNT  
OF \$112,000 WITH SAMARITAN HOUSE, A NON PROFIT ORGANIZATION, TO  
ADMINISTER A TENANT RELOCATION ASSISTANCE PROGRAM**

WHEREAS, on March 12, 2019, City Council approved adoption of a new tenant relocation assistance ordinance, applicable to certain circumstances and does not apply when a household must relocate due to a substantial rent increase or notice to vacate a unit without cause; and

WHEREAS, on March 12, 2019, City Council approved the creation of a community housing fund that will be used to provide relocation assistance payments to Menlo Park residents facing displacement from their rental units for reasons not addressed by the new ordinance; and

WHEREAS, on March 12, 2019, City Council approved the allocation of one-time initial funding of \$100,000 from the general fund, with the expectation that private community donations will be contributed to the community housing fund to leverage the City's initial commitment; and

WHEREAS, City Council directed staff to consult with Samaritan House to discuss the administration of the tenant relocation assistance and to request their recommendations on the various components based on their experience with similar assistance programs; and

WHEREAS, Samaritan House agreed to collaborate with the City to administer the tenant relocation assistance program and City and Samaritan House staff developed tenant relocation assistance program guidelines provided the City pays an administrative fee of twelve percent (12%); and

WHEREAS, City Council desires to allocate one-time funds to initiate a tenant relocation assistance program to support Menlo Park tenants of rental units that experience actions that cause displacement which are not subject to the tenant relocation assistance ordinance.

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

1. Authorizes and approves a funding agreement with Samaritan House as presented to the City Council on the seventh day of May, 2019, incorporated herein as Exhibit A
2. Adopts the Tenant Relocation Program Guidelines, incorporated herein as Exhibit B.

I, Judi A. Herren, City Clerk of the City of Menlo Park, do hereby certify that the above and foregoing City Council resolution was duly and regularly passed and adopted at a meeting by said City Council on the seventh day of May, 2019, by the following vote:

AYES: Carton, Combs, Mueller, Nash, Taylor

NOES: None

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this seventh day of May, 2019.

  
\_\_\_\_\_  
Judi A. Herren, City Clerk



# COMMUNITY FUNDING AGREEMENT

City Manager's Office  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620



Agreement #:
<b>AGREEMENT BETWEEN THE CITY OF MENLO PARK AND SAMARITAN HOUSE</b>
THIS AGREEMENT made and entered into at Menlo Park, California, this _____ day of _____, _____, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and SAMARITAN HOUSE, hereinafter referred to as "FIRST PARTY."
WITNESSETH:  WHEREAS, FIRST PARTY provides a tenant relocation assistance program on behalf of the City of Menlo Park; and  WHEREAS, FIRST PARTY has requested financial assistance in order to conduct the program for residents of City during the fiscal years commencing July 1, 2018, and ending June 30, 2020; and  WHEREAS, City has reviewed said request and desires to allocate to FIRST PARTY the sum of one hundred twelve thousand and no/100 dollars (\$112,000).  NOW, THEREFORE, the parties hereto do hereby agree as follows:
<b>1. FINANCIAL ASSISTANCE</b>
City shall allocate to FIRST PARTY the sum of one hundred twelve thousand and no/100 dollars (\$112,000) for exclusive use by FIRST PARTY during the fiscal year commencing 5/13/2019, and ending 5/12/2020, solely for the purposes described in paragraph 2.
<b>2. USE OF FUNDS</b>
FIRST PARTY shall use the funds provided pursuant to paragraph 1 solely for the Program purposes described in the approved Tenant Relocation Assistance Program, with no less than 88 percent of City funds and other private donations to the program used for direct services as opposed to administrative costs.
<b>3. CHANGES TO PROGRAM</b>
No changes in the program described in this agreement which are funded by the financial assistance provided under paragraph 1 shall be made without the prior written consent of City.
<b>4. PAYMENTS</b>
FIRST PARTY shall keep detailed and accurate records of all expenditures made and expenses incurred which are funded under this agreement. Payments of funds allocated pursuant to paragraph 1 shall be made to FIRST PARTY once the agreement is executed.
<b>5. STANDARD OF SERVICE</b>

FIRST PARTY warrants to City that it will perform all Program activities funded hereunder in accordance with the highest standards and shall be responsible for, and hold City harmless from any failure to provide such activities in accordance with such standard. FIRST PARTY shall verify that all activities funded hereunder benefit only residents within City's corporate limits.

**6. ANNUAL REPORT**

FIRST PARTY shall submit a narrative report to City at the end of the fiscal year describing the activities funded under this agreement. Said report shall include the total number of direct beneficiaries with demographic information regarding ethnicity, age and other data as required by City.

**7. FINANCIAL STATEMENT/ANALYSIS; AUDIT**

FIRST PARTY shall make available to City, or the public, upon request, a financial statement and analysis setting forth in detail the manner in which, and the specific purposes for which, the funds paid hereunder were expended to the date of such accounting. In addition to the foregoing, and in any event, FIRST PARTY shall submit to City no later than 6/30/2020, a detailed financial statement and analysis setting forth the foregoing information. Said statement and analysis may be combined with the end of the year narrative report submitted pursuant to paragraph 6.

**8. AUDIT; MONITORING**

City may audit the records and accounts of FIRST PARTY for the purpose of verifying expenditures by FIRST PARTY of funds provided hereunder or verifying statements or analyses made or provided by FIRST PARTY hereunder. FIRST PARTY shall respond to, and comply with, any audit exception made or taken by City relating to FIRST PARTY's performance or failure to perform hereunder. FIRST PARTY shall pay City the full amount owing to City determined to be owing as a result of any such audit exception.

**9. CONTRACTOR'S STATUS**

In the performance of the obligations set forth in this agreement, FIRST PARTY shall have the status of an independent contractor and shall not be deemed to be an employee, agent or officer of City.

**10. HOLD HARMLESS**

FIRST PARTY hereby agrees to defend, indemnify and save harmless City, its Council, officers, boards, commissions, agents, and employees (collectively, "Indemnities") against and from any and all claims, suits or actions of every name, kind and description, which may be brought against Indemnities, or any of them, by reason of any injury to, or death of, any person (including corporations, partnerships and association) or damage suffered or sustained by any such person arising from, or alleged to have arisen from, any act or omission to act, negligent or otherwise, of FIRST PARTY, its officers, agents or employees under this agreement.

The duty of FIRST PARTY to defend, indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require FIRST PARTY to indemnify Indemnities against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

**11. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

FIRST PARTY hereby warrants and agrees that, in the performance of this agreement, it will not, in connection with the employment, advancement or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against person because of their age, except upon the basis of bona fide occupational qualification, retirement plan or statutory requirement, and will not specify, in solicitations or advertisement for employees to work on this agreement, a maximum age limit, unless such limit is based upon bona fide occupational qualification, retirement plan or statutory requirement.

FIRST PARTY further warrants and agrees that it will comply with all provisions of executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor; and that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. FIRST PARTY will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**12. NON-DISCRIMINATION BASED ON DISABILITY**

FIRST PARTY hereby agrees that it will comply with the provisions of Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act (ADA) providing equal access and reasonable accommodations in employment programs and services to persons who are disabled.

**13. INTEREST OF PUBLIC OFFICIALS**

No members, officers, or employees or agents of the City of Menlo Park, no member of the City Council and no other public official who exercises any function or responsibility with respect to this agreement or FIRST PARTY's Program during his or her tenure, or for one year thereafter, shall have any interest, direct or indirect, in this agreement or a related subcontract agreement, or the proceeds thereof. FIRST PARTY shall incorporate in all subcontract agreements hereunder a provision prohibiting such interest.

**14. LOBBYING PROHIBITED**

Funds provided under this agreement shall not be used by FIRST PARTY for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state, or local government.

**15. RELIGIOUS ACTIVITY PROHIBITED**

There shall be no religious worship, instruction or proselytizing as a part of, or in connection with the performance of this agreement.

**16. PARAGRAPH HEADINGS**

Paragraph headings and sub-paragraph headings are used herein are for convenience only and shall not be deemed to alter or modify the provisions of the paragraphs or sub-paragraphs headed thereby.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

**FIRST PARTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Tax ID#

**APPROVED AS TO FORM:**

\_\_\_\_\_  
William L. McClure, City Attorney

\_\_\_\_\_  
Date

**CITY OF MENLO PARK:**

\_\_\_\_\_  
Starla Jerome-Robinson, Interim City Manager

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Judi A. Herren, City Clerk

\_\_\_\_\_  
Date

## TENANT RELOCATION ASSISTANCE PROGRAM GUIDELINES

### PURPOSE

This program will provide relocation assistance payments to Menlo Park residents facing displacement from their rental units for reasons not addressed by the new tenant relocation assistance ordinance. The tenant relocation assistance ordinance only applies to certain circumstances and does not apply when a household must relocate due to a substantial rent increase or notice to vacate a unit without cause.

This funding is not intended for use as the sole support for the program. The program administrator is required to enter into a contractual agreement with the City detailing the specific objectives to be accomplished as a result of the grant.

### POLICY

#### 1. GOALS AND PHILOSOPHY

The City of Menlo Park recognizes that:

1.1 the availability of basic human service and housing programs is a key determining factor in the overall quality of life of Menlo Park residents;

1.2 the most cost-effective and efficient manner to insure that these services are available to local residents is through the development of agreements with existing non-profit agencies;

1.3 contractual agreements with non-profit agencies allow the City to influence the human service and housing programs offered to Menlo Park residents; and

1.4 financial assistance grants demonstrate the City's support of the activities of specific non-profits and make it possible for these agencies to leverage additional funds which will benefit local residents.

#### 2. PROGRAM ADMINISTRATION

2.1 Program administrator must be an incorporated non-profit entity and must be tax exempt (under Section 501(c)(3) of the IRS Code, and Section 2370(d) of the California Revenue and Taxation Code).

2.2 Program administrator must be based in or near Menlo Park and provide services locally.

2.3 Program administrator shall maintain accounting records which are in accordance with generally accepted accounting practices and must have an independent audit performed at least once every two years.

2.4 Program administrator must have bylaws which define the organization's purposes and functions, its organization and the duties, authority and responsibilities of its governing body and officers.

2.5 Governance of the program administrator should be vested in a responsible and active board which meets at least quarterly and establishes and enforces policies. The board should be large enough and so structured to be representative of the community it serves. It should have a specific written plan for rotation or other arrangements to provide for new members.

2.6 Program administrator must provide for adequate administration of the program to insure delivery of the services. The program administrator must have a written job description for each staff position and an organizational chart approved by the board. One individual must be designated as the full time director of the agency.

2.7 Program administrator shall use no less than 88% of City funds and other private donations to the program for direct relocation assistance payments for eligible expenses services. Program administration costs shall not exceed 12%.

### **3. PROGRAM ELIGIBILITY AND AMOUNT OF RELOCATION ASSISTANCE**

3.1 Eligibility for relocation assistance is based on certain program criteria. Assistance is primarily for circumstances that are not covered by the City's Tenant Relocation Assistance Ordinance including:

- a. Unsustainable rent increase
- b. Landlord chooses not to continue to lease/rent to tenant
- c. Landlord issues notice to vacate
- d. Other extraordinary actions as determined by the program administrator and approved by the city's Community Development Director on a case by case basis

The general definition of an unsustainable rent increase is an amount equal to or greater than the Consumer Price Index (CPI) plus 10%, based on the current lease or rent amount before the tenant received the notice of increase. A range of CPI plus 5% to 10% is permitted in certain circumstances in order to administer the assistance on a case-by-case basis after an eligibility analysis is conducted.

In addition to an applicant submitting proof of an action that will result in relocation (e.g. notice of unsustainable rent increase, notice to vacate, etc.), households must:

- a. meet income eligibility requirements
- b. occupy a unit located in incorporated Menlo Park for a minimum of twelve (12) months
- c. have a current valid lease or rental agreement with landlord
- d. not be delinquent on rental payments

3.2 Households in the process of an eviction are not eligible.

3.3 Households must have income at or below 150% of the Area Median Income (AMI) for San Mateo County, as may be adjusted from time to time. Income determination is based on household income at the time of receipt of the qualifying relocation action notice.

3.4 Households must request assistance from the program administrator and must consent to providing information and documentation as requested for eligibility determination.

3.5 Relocation assistance shall not exceed \$5,000 per household. Only one relocation assistance payment per unit is permitted, even if more than one household lives in a unit. Relocation assistance payments will be disbursed directly to vendors on behalf of eligible households. Eligible expenses include:

- a. Rent payment
- b. Rental/lease deposit

- c. Moving related expenses
- d. Other customary and directly related relocation expenses as determined by program administrator

- 3.6 Legal fees are not an eligible relocation expense.
- 3.7 Relocation assistance is available one time only.

#### **4. FUNDING AND REPORTING**

4.1 The City will provide one-time initial program funding of \$100,000 from the General Fund and expects other private sector partners to contribute to the program. Donations shall be made directly to program administrator and designated to support the Menlo Park Tenant Relocation Program.

4.2 Funds will be disbursed on a first come first served basis. This is a pilot program and no entitlement to funds shall be created by virtue of eligibility.

4.3 All decisions of the program administrator shall be final.

4.4 Program administrator shall track and report on the status of funds received and program administration on a periodic basis as specified in a funding agreement. City Community Development/Housing staff will review reports and provide summary reports to the Housing Commission and City Council on program performance.



**STAFF REPORT**

**City Council Meeting Date:** 3/10/2020  
**Staff Report Number:** 20-052-CC

**Regular Business:** Introduction and first reading of Ordinance No. 1067 requiring safe storage of firearms in residences

**Recommendation**

Staff recommends that the City Council waive the first reading and introduce for adoption Ordinance No 1067 requiring the safe storage of firearms in a residence (Attachment A.)

**Policy Issues**

This ordinance is bring brought forward pursuant to City Council direction.

**Background**

The county of San Mateo has developed a uniform ordinance for addressing concerns of safe storage of firearms. The County adopted this ordinance in February 2019 but it only applies to homes located in the unincorporated County. The County is encouraging all San Mateo County cities to adopt similar ordinances.

Applying trigger locks or using lock boxes when storing firearms in the home reduces the risk of firearm injury and death. Keeping a firearm locked when it is not being carried ensures that it cannot be accessed and used by others without the owner's knowledge or permission. This simple measure significantly decreases the risk that the gun will be used to commit suicide, homicide or inflict injury, whether intentionally or unintentionally. Safe storage measures have a demonstrated protective effect in homes with children and teenagers where guns are stored.

The ordinance requires that no person shall keep a firearm in any residence unless the firearm is stored in a locked container or is disabled with a trigger lock. The ordinance contains an exception for firearms carried on a person inside the house.

A violation of the ordinance would be subject to enforcement through criminal prosecution and/or civil penalties.

The County's safe storage ordinance is consistent with, and builds upon, existing state law which requires that safety devices such as safes or trigger locks accompany any firearms that are purchased or transferred by a licensed dealer. The County ordinance goes further than state law by requiring gun owners to actually use those safety devices when storing a firearm at home. The ordinance fills an important gap in existing law.

The San Mateo County board of supervisors has requested that all 20 cities in San Mateo County adopt an ordinance identical to the attached to allow for a uniform gun storage policy throughout the County.



The board of supervisors has a successful record of developing ordinances that are then adopted by cities throughout the County (e.g., plastic bag ban, anti-smoking measures, etc.)

At least 14 other California jurisdictions have adopted similar safe storage ordinances, including Sunnyvale, Santa Cruz, Saratoga, San Jose, Oakland and San Francisco.

### **Analysis**

On January 14, upon Vice Mayor Combs suggestion, the City Council directed the city attorney to bring forward an ordinance requiring the safe storage of firearms in residences. For ease of enforcement, the attached ordinance is modeled after the county of San Mateo's safe storage ordinance. The ordinance contains both criminal and civil penalties for violation.

### **Impact on City Resources**

Enforcement of this ordinance is not expected to result in significant additional resources.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

### **Public Notice**

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

### **Attachments**

A. Proposed safe storage of firearms Ordinance No. 1067

Report prepared by:  
Cara Silver, Assistant City Attorney

## ORDINANCE NO. 1067

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK TO ADD CHAPTER 8.33 [STORAGE OF FIREARMS], AND AMENDING CHAPTER 8.32 [GUNS] TO TITLE 8 [PEACE, SAFETY AND MORALS], OF THE MENLO PARK MUNICIPAL CODE TO REQUIRE THE SAFE STORAGE OF FIREARMS IN A RESIDENCE**

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

**SECTION 1. FINDINGS AND DETERMINATIONS.**

A. Having a loaded or unlocked gun in the home is associated with an increased risk of gun-related injury and death. According to a 2008 report published in the New England Journal of Medicine, living in a home where guns are kept increased an individual's risk of death by homicide by between 40% and 170%. Similarly, a 2004 national study determined that the presence of guns in the home increased an individual's risk of death by homicide by 90%; and

B. Firearm injuries have a significant public health impact. According to a 2015 study, researchers conservatively estimate that gun violence costs the American economy at least \$229 billion every year, including \$8.6 billion in direct expenses such as those for emergency and medical care. In California, the direct costs of hospital use for firearm assault injuries alone was estimated at \$87.4 million in 2010. 65% of these costs were borne by taxpayers; and

C. Children are particularly at risk of injury and death from firearms when firearms are not safely secured in their own homes or in homes they visit. According to national data, children and young adults (24 years of age and under) constitute 38% of all firearm deaths and non-fatal injuries. More than 75% of guns used in suicide attempts and unintentional injuries of children and young adults (0- 19 years of age) were stored in the residence of the victim, a relative, or a friend. 89% of accidental shooting deaths among children occur in the home, and most of these deaths occur when children are playing with an unsecured loaded gun in their parents' absence; and

D. Applying trigger locks or using lock boxes when storing firearms in the home reduces the risk of firearm injury and death. Keeping a firearm locked when it is not being carried ensures that it cannot be accessed and used by others without the owner's knowledge or permission. This simple measure significantly decreases the risk that the gun will be used to commit suicide, homicide, or inflict injury, whether intentionally or unintentionally. Safe storage measures have a demonstrated protective effect in homes with children and teenagers where guns are stored; and

E. More local community action is needed to prevent gun violence. In San Mateo County, there have been 301 gun-related deaths over the past 10 years. According to data collected in 2018 by the Citizens for a San Mateo County Gun Buy Back from participants at two separate gun buy back events, a majority of respondents reported "hiding [the gun] in a discrete location" and/or "keeping it unloaded" as a safety measure, even though these methods are not generally considered safe storage. A large number of respondents (27% in May 2018 and 60% in December 2018) reported that they surrendered the firearms for "safety reasons," and nearly half of respondents indicated that they did not know how to properly store an inherited firearm.

**SECTION 2. ADDITION OF CODE.** Chapter 8.33, [Storage of Firearms] of Title 8 [Peace, Safety and Morals] is hereby added to read as follows:

### **Chapter 8.33**

### **STORAGE OF FIREARMS**

#### **Sections:**

- 8.33.010 Definitions
- 8.33.020 Safe storage of firearms in a residence required
- 8.33.030 Penalty

#### **8.33.010 Definitions**

(a) For the purpose of this Chapter, "Firearm" means a firearm as defined in California Penal Code, Section 16520.

(b) "Locked Container" means a Locked Container, as defined in California Penal Code, Section 16850, listed on the California Department of Justice Bureau of Firearms roster of approved firearm safety devices. For purposes of this chapter, a Locked Container does not include a bag or other container made of fabric or other penetrable material, such as a regular purse, backpack, or gym bag.

(c) "Residence" means any structure intended or used for human habitation, including, but not limited to houses, condominiums, rooms, accessory dwelling units, motels, hotels, SRO's, time shares, recreational vehicles, and other vehicles where human habitation occurs.

(d) "Trigger lock" means a trigger lock that is listed on the California Department of Justice's roster of approved firearms safety devices and that is identified as appropriate for that firearm by reference to either the manufacturer and model of the firearm or to the physical characteristics of the firearm that match those listed on the roster for use with the device under Penal Code section 23635.

#### **8.33.020 Safe storage of firearms in a residence required**

(a) Except when carried on the person, no person shall keep a Firearm in any Residence unless the Firearm is stored in a Locked Container or is disabled with a Trigger Lock.

(b) To encourage reporting of lost or stolen Firearms, a person who complies with California Penal Code section 25250 by reporting the loss or theft of a Firearm they own or possess to a local law enforcement agency within five days from the time they knew or reasonably should have known the Firearm had been lost or stolen shall not be prosecuted for violation of subsection (a).

**8.33.030 Penalty**

A violation of this section shall be subject to enforcement through criminal prosecution and/or civil penalties, as provided herein.

- (a) Violation a Misdemeanor. A person who violates this chapter shall be guilty of a misdemeanor punishable by imprisonment in the county jail not exceeding six months or by fine not exceeding one thousand dollars (\$1,000.00), or by both.
- (b) Civil Penalties. The City may assess administrative penalties in an amount not to exceed \$100 per day or as adopted by City Council resolution, whichever amount is greater.
- (c) Each violation shall be deemed a distinct and separate offense.

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT DETERMINATION. The City Council hereby finds that this ordinance is not subject to the provisions of the California Environmental Quality Act ("CEQA") because the activity is not a project as defined by Section 15378 of the CEQA Guidelines. The ordinance has no potential for resulting in physical change to the environment either directly or indirectly.

SECTION 4. SEVERABILITY. If any part of this Ordinance is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the applicability of this Ordinance to other situations.

SECTION. EFFECTIVE DATE AND POSTING. This Ordinance shall become effective 30 days after the date of its adoption and shall be posted within the City in three public places.

INTRODUCED on the tenth day of March 2020.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said City Council on the \_\_\_ day of \_\_\_\_\_, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Cecilia Taylor, Mayor

ATTEST:

\_\_\_\_\_  
Judi A. Herren, City Clerk

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**STAFF REPORT**

**City Council**

**Meeting Date:** 3/10/2020  
**Staff Report Number:** 20-049-CC

**Informational Item:** City Council agenda topics: March 2020 to May 2020

**Recommendation**

The purpose of this informational item is to provide the City Council and members of the public access to the anticipated agenda items that will be presented to the City Council. The mayor and city manager set the City Council agenda so there is no action required of the City Council as a result of this informational item.

**Policy Issues**

In accordance with the City Council procedures manual, the mayor and city manager set the agenda for City Council meetings.

**Analysis**

In an effort to provide greater access to the City Council's future agenda items, staff has compiled a listing of anticipated agenda items, Attachment A, through May 26. The topics are arranged by department to help identify the work group most impacted by the agenda item.

Specific dates are not provided in the attachment due to a number of factors that influence the City Council agenda preparation process. In their agenda management, the mayor and city manager strive to compile an agenda that is most responsive to the City Council's adopted priorities and work plan while also balancing the business needs of the organization. Certain agenda items, such as appeals or State mandated reporting, must be scheduled by a certain date to ensure compliance. In addition, the meeting agendas are managed to allow the greatest opportunity for public input while also allowing the meeting to conclude around 11 p.m. Every effort is made to avoid scheduling two matters that may be contentious to allow the City Council sufficient time to fully discuss the matter before the City Council.

**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. City Council agenda topics: March 2020 to May 2020

Report prepared by:  
Judi A. Herren, City Clerk

**Tentative City Council Agenda**

#	Title	Department	Item type
1	2020 work plan prioritization study session		Study Session
2	2019-20 budget amendment, service level enhancements re-visit, resolution adoptions	ASD	Regular
3	Approve amendments to city-wide salary schedule	ASD	Regular
4	Executive summary of city manager's proposed budget for fiscal year 2020-21	ASD	Regular
5	Pension liability	ASD	Presentation
6	Proposed 2020-21 budget	ASD	Study Session
7	Receive and file the investment portfolio review as of March 31, 2020	ASD	Consent
8	Receive and file the quarterly financial review of general fund operations as of March 31, 2020	ASD	Consent
9	Safe storage ordinance, second reading and adoption	CA	Consent
10	Housing element annual review	CDD	Consent
11	Newsrack regulations ordinance, first reading	CDD	Regular
12	Newsrack regulations ordinance, second reading and adoption	CDD	Consent
13	Short term rental regulation recommendation	CDD	Presentation
14	Adopt 2020 priorities and work plan	CMO	Regular
15	City Council agenda topics: April 21 2020 – June 9 2020	CMO	Informational
16	City Council agenda topics: June 9 2020 – July 28 2020	CMO	Informational
17	City Council agenda topics: May 12 2020 – June 23 2020	CMO	Informational
18	City Council agenda topics: May 26 2020 – July 14 2020	CMO	Informational
19	Commission/committee attendance report, review	CMO	Consent
20	Community electric vehicle infrastructure policy and program analysis	CMO	Study Session
21	Consider applicants and make appointments to fill vacancies on the various City commissions and committees	CMO	Committee Report
22	Grand Jury response to electric vehicle purchasing, follow-up	CMO	Consent
23	Minutes: 2/25	CMO	Consent
24	Minutes: 3/10 and 3/24	CMO	Consent
25	Minutes: 4/21	CMO	Consent

## Tentative City Council Agenda

#	Title	Department	Item type
26	Planning Commission interviews	CMO	Closed session
27	Solid waste ordinance, introduction and first reading	CMO	Regular
28	Climate action plan 2.0, study session	CMO	Study Session
29	Foodware ordinance (zero waste plan), study session	CMO	Study Session
30	Regular meeting schedule ordinance, second reading and adoption	CMO, CA	Consent
31	Proclamation in recognition of Mental Health Awareness Month	LIB	Presentation
32	Annual report on automated license plate readers (ALPR)	PD	Informational
33	Annual report on tasers	PD	Informational
34	Agreement for 2020 urban water management plan	PW	Consent
35	Approval of amended and restated San Francisquito Creek JPA agreement	PW	Regular
36	Five-year water rates for Menlo Park Municipal Water, resolution adoption	PW	Public Hearing
37	Transportation management association feasibility study, identify alternatives	PW	Regular
38	Santa Cruz Ave. / Middle Ave., award construction contract	PW	Consent
39	Water rate study	PW	Study Session
40	Willows neighborhood turn restrictions, resolution adoption	PW	Regular



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