



REGULAR MEETING AGENDA

Date: 12/7/2021
Time: 6:00 p.m.
Location: [Zoom.us/join](https://zoom.us/join) – ID# 998 8073 4930

NOVEL CORONAVIRUS, COVID-19, EMERGENCY ADVISORY NOTICE

Consistent with Government Code section 54953(e), and in light of the declared state of emergency, the meeting will not be physically open to the public and all members will be teleconferencing into the meeting via a virtual platform. To maximize public safety while still maintaining transparency and public access, members of the public can listen to the meeting and participate using the following methods.

- How to participate in the meeting
 - Submit a written comment online up to 1-hour before the meeting start time:
jaherren@menlopark.org *
Please include the agenda item number you are commenting on.
 - Access the meeting real-time online at:
[Zoom.us/join](https://zoom.us/join) – Meeting ID 998 8073 4930
 - Access the meeting real-time via telephone at:
(669) 900-6833
Meeting ID 998 8073 4930
Press *9 to raise hand to speak

*Written public comments are accepted up to 1-hour before the meeting start time. Written messages are provided to the City Council at the appropriate time in their meeting.

- Watch meeting:
 - Cable television subscriber in Menlo Park, East Palo Alto, Atherton, and Palo Alto:
Channel 26
 - Online:
menlopark.org/streaming

Note: City Council closed sessions are not broadcast online or on television and public participation is limited to the beginning of closed session.

Subject to Change: Given the current public health emergency and the rapidly evolving federal, state, county and local orders, the format of this meeting may be altered or the meeting may be canceled. You may check on the status of the meeting by visiting the City's website www.menlopark.org. The instructions for logging on to the webinar and/or the access code is subject to change. If you have difficulty accessing the webinar, please check the latest online edition of the posted agenda for updated information (menlopark.org/agenda).

According to City Council policy, all 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. Closed Session ([Zoom.us/join](https://zoom.us/join) – ID# 998 8073 4930)

- A. Call To Order**
- B. Roll Call**
- C. Agenda Review**
- D. Closed Session**

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

- D1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): (One case)
- D2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9 of the Government Code: (Two potential cases)
- E. Adjournment**

Regular Session ([Zoom.us/join](https://zoom.us/join) – ID# 998 8073 4930)

- F. Call To Order**
- G. Roll Call**
- H. Report from Closed Session**
- I. 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.

J. Consent Calendar

- J1. Adopt Resolution No. 6691 authorizing the city manager to submit a grant application with California Department of Education to offset operational costs at the Belle Haven Child Development Center in fiscal year 2022-23 ([Staff Report #21-239-CC](#))
- J2. Adopt Resolution No. 6689 to continue conducting the City’s Council and advisory body meetings remotely due to health and safety concerns for the public and to authorize the use of hybrid meetings ([Staff Report #21-232-CC](#))
- J3. Adopt Resolution No. 6687 to approve the through and left-turn restrictions from southbound Garwood Way and northbound Merrill Street at Oak Grove Avenue ([Staff Report #21-224-CC](#))
[Web form public comment on item J3.](#)

- J4. Approve and appropriate \$10,000 for a grant to support the Menlo Park Sister Cities Association and ongoing sister cities program, and authorize the city manager to execute a grant agreement ([Staff Report #21-179-CC](#))
- J5. Approve a modified design for the Sharon Road sidewalk project ([Staff Report #21-233-CC](#))
- J6. Waive second reading and adopt Ordinance No. 1082 rezoning property at 1395 Chrysler Drive and 105-155 Constitution Drive for a City stormwater pump station project ([Staff Report #21-234-CC](#))
- J7. Adopt Resolution No. 6692 authorizing the city manager to submit a grant application from the California Department of Parks and Recreation for the Haven Avenue streetscape project ([Staff Report #21-242-CC](#))
- J8. Receive and file the general fund budget report as of October 31, 2021 ([Staff Report #21-238-CC](#))

Recess

K. Public Hearing

- K1. Public hearing regarding the adoption of a resolution adopting required findings and authorizing City to execute an energy services contract pursuant to Government Code Section 4217 and authorizing the city manager to negotiate and execute a final agreement with ENGIE Services US Inc. to procure, install, operate, and maintain clean energy infrastructure for the Menlo Park Community Campus Project in an amount not to exceed \$5.72 million to procure and install clean energy infrastructure equipment; and Appropriate \$5.72 million from the unassigned funds in the general fund to procure and install clean energy infrastructure; and finding the action exempt from the California Environmental Quality Act guidelines ([Staff Report #21-241-CC](#))
- K2. Consider the Planning Commission's Recommendation to approve specific plan amendments and an amendment to the development agreement for a project at 1300 El Camino Real ([Staff Report #21-237-CC](#)) ([Staff Presentation](#)) ([Applicant Presentation](#))

L. Regular Business

- L1. Adopt Resolution No. 6690 authorizing the city manager to execute a purchase and sale agreement for a portion of 700-800 El Camino Real to support implementation of the Middle Avenue pedestrian and bicycle rail crossing project ([Staff Report #21-236-CC](#))
- L2. Introduce Ordinance No. 1081 repealing and replacing Sections 2.04.200, "Advisory Boards and Commissions," 2.04.210 "District-Based Electoral System," and 2.04.220 "Establishment of City Council Electoral Based System" of Chapter 2.04 within Title 2 of the Menlo Park Municipal Code; and adopting Resolution No. 6688 updating City's Conflict of Interest Code to add the Independent Redistricting Commissioners and Alternate Commissioners ([Staff Report #21-240-CC](#))

M. Informational Items

- M1. City Council agenda topics: December 8, 2021 – January 2022 ([Staff Report #21-235-CC](#))

N. City Manager's Report

O. City Councilmember Reports

P. 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 by request by emailing the city clerk at jaherren@menlopark.org. 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.

Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at menlopark.org/agenda and can receive email notification of agenda and staff report postings by subscribing to the "Notify Me" service at menlopark.org/notifyme. Agendas and staff reports may also be obtained by contacting City Clerk at 650-330-6620. (Posted: 12/2/2021)



STAFF REPORT

City Council Meeting Date: 12/7/2021
Staff Report Number: 21-239-CC

Consent Calendar: Adopt Resolution No. 6691 authorizing the city manager to submit a grant application with California Department of Education to offset operational costs at the Belle Haven Child Development Center in fiscal year 2022-23

Recommendation

Staff recommends that the City Council adopt Resolution No. 6691 (Attachment A) authorizing the city manager to submit a grant application with the California Department of Education (CDE) for continued funding to offset operational costs at the Belle Haven Child Development Center (BHDC) during fiscal year 2022-23.

Policy Issues

The recommended action is consistent with existing City policy and past practice related to BHDC operations. The City of Menlo Park annually receives reimbursement grant funding from the State of California through CDE to offset the cost of BHDC operations.

Background

The City of Menlo Park operates BHDC to provide affordable child care and early childhood development services to families in Menlo Park and nearby communities. BHDC is a licensed child care provider by the California Department of Social Services. The BHDC program offers developmentally appropriate materials and activities supporting social, emotional, physical, and cognitive abilities to preschool aged children while providing essential child care services to working families. Children are provided nutritional breakfast, lunch and snacks daily.

Enrollment fees are subsidized under the CDE Child Development Division (CDD) State Preschool Program. CDE funding requirements stipulate that all parents of children enrolled in BHDC's subsidized enrollment slots must be working, in school, in training, seeking permanent housing, actively seeking employment or incapacitated. All families of children enrolled in the BHDC must meet income eligibility requirements. CDE funding reimbursements also may be applied toward the costs of resource materials, classroom supplies and small equipment.

Analysis

Per the CDE grant requirements, City Council must adopt a resolution to authorize the city manager to submit a Continued Funding Application (CFA) to apply for the grant. A copy of the application is included as Attachment B.

Under the terms of the current agreement, CDE will reimburse eligible program operating costs at a rate of \$55.71 per child per day, up to a maximum of \$1,120,771 in fiscal year 2021-22. The total maximum reimbursement amount is based on the typical maximum enrollment of 96 children. The current application would request CDE to continue funding for the BHDC in fiscal year 2022-23. The submission of this application would make BHDC eligible to potentially receive up to the maximum reimbursement of \$1,120,771 for the upcoming fiscal year.

Currently, enrollment at BHDC is at 50 full time families with an additional two families scheduled to start before the end of 2021, with a projected additional increase of 12 families in January 2022. Interest from potential families was impacted due to safety concerns with the Delta variant during the summer and autumn. Fortunately from a funding perspective, the state has enacted a “hold harmless” policy for the fiscal year 2021-22 which allows Title V facilities like BHDC to under enroll in the best interest of safety but still receive full grant funding. Staff anticipates achieving full enrollment of 96 families at BHDC no later than June 30, 2022, the end of the current fiscal year and “hold harmless” period set by the state.

The current CDE agreement further specifies a minimum number of days of operation (MDO) requirement of 244 days during the fiscal year and 19,062 Minimum Child Days of Enrollment. The BHDC has sufficient staffing capacity and resources to meet all the criteria set forth in the agreement at this time. In addition to the external funding received from CDE, the BHDC also receives external funding from the USDA child and adult care food program, and some enrollment fees. Remaining operational expenditures are subsidized by the City of Menlo Park general fund, as authorized by City Council in the fiscal year 2021-22 operating budget. The submission of the application would require the same MDO of 244 days for the upcoming fiscal year 2022-23.

Impact on City Resources

Should the City Council adopt the resolution in Attachment A authorizing the city manager to submit the application in Attachment B, the City of Menlo Park will become eligible to receive up to \$1,120,771 in direct reimbursements from CDE to offset the costs of BHDC operations in fiscal year 2022-23.

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. 6691
- B. CDE continued funding application

Report prepared by:
Kira Storms, Library and Community Services Supervisor

Staff Report #: 21-239-CC

Report reviewed by:
Sean Reinhart, Library and Community Services Director

RESOLUTION NO. 6691

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
AUTHORIZING THE SUBMISSION OF THE CONTINUED FUNDING
APPLICATION WITH THE STATE OF CALIFORNIA DEPARTMENT OF
EDUCATION TO APPLY FOR GRANT FUNDING IN FISCAL YEAR 2022-2023**

WHEREAS, the City of Menlo Park has operated the Belle Haven Child Development Center for over 30 years; and

WHEREAS, the program offers developmentally appropriate materials and activities that support social, economic, physical and cognitive abilities; and

WHEREAS, the program receives funding from the State of California Department of education; and

WHEREAS, a resolution must be adopted before the application deadline of December 15th, 2021 in order to certify the approval of the Continued Funding Application by the City Council and authorizing the designated personnel to execute the application in order to be eligible to receive continued funding from the State of California Department of Education.

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 authorize the submission of the Continued Funding Application with the State of California Department of Education to request funding reimbursement of the Belle Haven Child DevelopmentCenter for fiscal year 2022-23.

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 seventh day of December, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this ___ day of December, 2021.

Judi A. Herren, City Clerk

California State Preschool Program Continued Funding Application Fiscal Year 2022–23

California State Preschool Program (CSPP) contractors who wish to be considered for continued funding for fiscal year (FY) 2022–23 must read the accompanying instructions and fully and accurately complete this application for continued funding. Instructions may be accessed on the Continued Funding Application (CFA) web page at: <https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

Please note that CSPP contractors have no vested right to a subsequent contract. Completion of this CFA does not guarantee a renewal of funding. Upon completion of this CFA the California Department of Education (CDE) will review the application and may contact your agency seeking additional information. If the CDE determines your agency will not be renewed for a subsequent contract year, you will be notified in writing no later than April 7, 2022, pursuant to the *California Code of Regulations*, Title 5 (5 CCR). CSPP contractors who apply for and are approved for continued funding do not need to sign a contract with the CDE to provide CSPP services for FY 2022–23, as contracts will be automatically renewed in accordance with all applicable federal and state laws as well as all CSPP Funding Terms and Conditions and Program Requirements that will be incorporated into the 2022–23 CSPP contract. By signing this CFA, the CSPP contractor is indicating that it wishes to automatically renew the CSPP contract for FY 2022–23 and is willing to, and does accept, all of the terms and conditions of the CSPP contract, which will be provided to the CSPP contractor no later than June 1, 2022. The CSPP contractor may reject the FY 2022–23 CSPP contract by providing the CDE with a written notice no later than July 1, 2022. Instructions on how to provide written notice of rejection of the terms of the new FY 2022–23 contract will be provided in forthcoming communication, on or before June 1, 2022, to CSPP contractors.

Failure to submit the CFA in a timely manner shall constitute as a notice to the CDE of the intent to discontinue services at the end of the current contract year, unless the CSPP contractor has received a written notice of extension of time from the CDE. If the CFA is returned to the CDE in a timely manner but is not fully and accurately completed, funding for FY 2022–23, if approved, may be delayed.

If you have any questions regarding the CFA, please contact CFA@cde.ca.gov.

Section I – CSPP Contractor Information

Legal Name of CSPP Contractor:

CSPP Contractor *Doing Business As* (DBA):

Headquartered County:

Vendor Number:

Executive Director Name:

Executive Director Telephone Number:

Executive Director Fax Number:

Executive Director Email Address:

Legal Business Address:

City:

Zip Code:

Mailing Address (if different from above):

City:

Zip Code:

Name of Person Completing the CFA:

Title of Contact Person Completing the CFA:

Contact Person Telephone Number:

Contact Person Email Address:

Contractor Name:

Vendor #: County:

Section II – CSPP Contract Type

Check all applicable boxes indicating the programs the CSPP contractor intends to continue to administer for the Fiscal Year 2022–23. The CSPP contractor agrees to continue implementation of these programs with funds provided by the CDE.

CSPP Type

Full-Day/Full-Year

Part-Day/Part-Year

Family Childcare Home Education Network

Contractor Name:

Vendor #: County:

Section III – CSPP Contractor’s Officers and Board of Directors Information

Does the CSPP contractor have a board of directors? Yes No

If no, please explain the entity type and the governance structure (i.e., number of owners and partnership).

Have any of the listed officers, board members, owners or other governing individuals ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

Yes No

If yes, list on a separate page the officer(s), board member(s), owner(s) or other governing individual(s) to which this applies and include the former agency(ies) with which the individual(s) was/were previously affiliated and the circumstances leading to the termination, involuntary non-renewal or debarment.

List all officers and board members/governing individuals (i.e., owner, director, etc.) Attach additional sheets as necessary.

Officer, Board Member, Owner or Governing Individual Name	Title	Telephone Number	Mailing Address	Email Address

Contractor Name:

Vendor #: County:

Section IV – Program Narrative

- A. Please select the box below if the CSPP contractor **does not** have programmatic **or** calendar changes to their CSPP.

No changes

- B. Please select all applicable fields below if the CSPP contractor **does** have programmatic **or** calendar changes to their CSPP. Programmatic or calendar changes require completion of a form ELCD 3704A. This form is available on the CFA web page at: <https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

Note: Program calendars must be submitted for both the part-day/part-year CSPP and the full-day/full-year CSPP, as applicable. Making changes to the Minimum Days of Operation (MDO) does not change the contract Maximum Reimbursable Amount (MRA).

Programmatic change

Calendar change

Contractor Name:

Vendor #: County:

Section V – CSPP Personnel Certification

The State of California requires any CSPP contractor receiving child care and development funds, disbursed by the CDE, to employ fully qualified personnel as stipulated in the *California Education Code (EC)*; and the *California Code of Regulations*, Title 5 (5 CCR); and the Funding Terms and Conditions of the CSPP contract.

I certify, as the authorized agent representing this CSPP contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All staff employed in CDE funded CSPP are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the Early Education Division (ELCD).

**Signature of the CSPP Contractor's
Authorized Representative:**

**Printed Name and Title of the CSPP
Contractor's Authorized
Representative:**

Date of Signature:

**Authorized Representative's
Telephone Number:**

**Authorized Representative's
Email Address:**

Contractor Name:

Vendor #: County:

Section VI – Subcontract Certification

- A. Please select the box below if the CSPP contractor **does not** have subcontractors, and move to section VII:

No subcontractors

- B. Please select the box below if the CSPP contractor **does** have subcontractors, and complete the information and sign in the section below. CSPP Contractors who subcontract CSPP services will need to complete and submit the form ELCD 3704B. The form is available on the CFA web page at:

<https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

Subcontractors

I certify that the contractual arrangement(s) listed above are made in adherence to the required subcontract provisions contained in the 5 CCR, and the Funding Terms and Conditions of the CSPP contract.

I understand that signing this certificate does not lessen the legal responsibility for the CSPP contract requirements. As the CSPP contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

**Signature of the CSPP Contractor's
Authorized Representative:**

**Printed Name and Title of the CSPP
Contractor's Authorized Representative:**

Date of Signature:

Authorized Representative's Telephone Number:

Authorized Representative's Email Address:

Contractor Name:

Vendor #: County:

Section VII – CSPP Contractor Certification

- Under penalty of perjury, I certify the following:
- I am authorized by the CSPP contractor’s Board of Directors or other governing authority to execute this CFA, signifying their intent to automatically renew the current contract for FY 2022–23, under new terms and conditions to be established by the CDE, unless rejected in writing prior to the effective date of the new CSPP contract on July 1, 2022.
- On behalf of the CSPP contractor and its governing authority, we understand some information requested in this CFA is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used, or even reviewed or considered by the CDE until well after the CSPP contract has expired, if ever. Therefore, we further understand that the information (and any underlying transactions) disclosed by this CFA shall not be considered properly noticed to the CDE, nor approved, accepted or authorized by the CDE, even if our request for continued funding by the CDE is subsequently approved.
- The governing board members have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.
- I have supervisory authority over the CSPP, have actual, personal knowledge of the information provided in this CFA and certify that it is true and correct in all material respects.
- I am familiar with and will ensure that the CSPP contractor complies with all applicable program statutes and regulations, including:
 - Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in 5 CCR.
 - Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm’s length, and (ii) employment limitations stated in *Education Code*.
 - Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 CCR, Accounting and reporting requirements in 5 CCR.
 - Operational and programmatic requirements.

Contractor Name:

Vendor #: County:

By signing this CFA, the CSPP contractor is indicating that it wishes to automatically renew the current CSPP contract for FY 2022-23 and, if approved, is willing to, and does accept, all of the terms and conditions of the CSPP contract, which will be provided to the CSPP contractor no later than June 1, 2022. The CSPP contractor may reject the FY 2022–23 CSPP contract by providing the CDE with a written notice of rejection no later than July 1, 2022. Instructions on how to provide written notice of rejection of the terms of the new FY 2022–23 contract will be provided in forthcoming communication, on or before June 1, 2022, to CSPP contractors.

**Signature of the CSPP Contractor's
Authorized Representative:**

**Printed Name and Title of the
CSPP Contractor's
Authorized Representative:**

Date of Signature:

**Authorized Representative's
Telephone Number:**

**Authorized Representative's Email
Address:**

Contractor Name:

Vendor #: County:

Section VIII – Certification of CSPP Contractor Information in the Child Development Management Information System

CSPP contractors are required to review all information in the Child Development Management Information System (CDMIS) and update any outdated or incorrect information. To review the information and submit changes, log on to the CDMIS at <https://www4.cde.ca.gov/cdmis/default.aspx>.

As the authorized representative of the CSPP contractor listed below, I certify, under penalty of perjury, that I have reviewed all of the information for

and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

- Executive Director/Superintendent information
 - Program Director information
 - Sites and Licenses and/or Office information
 - CSPP Family Child Care Home Education Network (FCCHEN) provider summary information
-

To the best of my knowledge, the information on the CDMIS website reflects accurate information for the

as of the date this certification is signed.

Program Director/Authorized Representative Signature:

Date Signed:

Printed Name of Program Director/Authorized Representative:

Contractor Name:

Vendor #: County:

Section IX – Required Attachments

All attachments and/or documentation below must be completed and included when submitting the CFA. Attachments A-J are located on the CFA web page at:

<https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

- A. Fiscal Year 2022–23 Program Calendar (ELCD-9730)**
- B. Payee Data Record (STD. 204) (Non-public agencies only)**
- C. Payee Data Record Supplement (STD. 205) (Non-public agencies only, as applicable)**
- D. Secretary of State (Non-public agencies only)**
- E. Verification of School District Name and Address (Public agencies only)**
- F. Program Narrative Change (ELCD 3704A) (As applicable)**
- G. Subcontractor Certification (ELCD 3704B) (As applicable)**
- H. California Civil Rights Laws Certification (CO-005)**
- I. Contractor Certification Clauses (CCC 04/2017)**
- J. Federal Certification (CO.8)**
- K. For Public Agencies only, include a copy of the agency’s board resolution and/or minutes authorizing signature on this document, and a delegation of authority, if applicable**

Contractor Name:

Vendor #: County:

Section X – CFA Checklist

Section	Section Description	Page	Check
Section I	CSPP Contractor Information	2	
Section II	CSPP Contract Type	3	
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Section IX A.	CSPP Program Calendar(s) (ELCD-9730)	11	
Section IX B.*	State of California, Payee Data Record (STD. 204) (non-public agencies only)	11	
Section IX C.*	Payee Data Record Supplement (STD. 205) (Non-public agencies only)	11	
Section IX D.	Secretary of State search results (non-public agencies only)	11	
Section IX E.	Verification of School District Name and Address search, as applicable	11	
Section IX F.	Program Narrative Change (ELCD 3704A)	Insert after page 5	

Contractor Name:

Vendor #: County:

Section Number	Section Description	Page Number	Check Box
Section IX G.	Subcontractor Certification (ELCD 3704B)	Insert after page 7	
Section IX H.*	California Civil Rights Laws Certification (CO-005)	11	
Section IX I.*	Contractor Certification Clauses (CCC 04/2017)	11	
Section IX J.*	Federal Certification (CO.8)	11	
Section IX K.*	For Public Agencies, include a copy of the agency’s board resolution or minutes authorizing signature on this document, and a delegation of authority, if applicable	11	

All Sections must be included in the CFA package, as applicable
***Bolded sections require a signature**



STAFF REPORT

City Council

Meeting Date:

12/7/2021

Staff Report Number:

21-232-CC

Consent Calendar:

Adopt Resolution No. 6689 to continue conducting the City's Council and advisory body meetings remotely due to health and safety concerns for the public and to authorize the use of hybrid meetings

Recommendation

Staff recommends that the City Council adopt Resolution No. 6689 (Attachment A) to continue conducting the City's Council and advisory body meetings remotely due to health and safety concerns for the public and to authorize the use of hybrid meetings.

Policy Issues

Assembly Bill 361 (AB 361) was signed into law September 16, 2021 allowing cities to continue holding virtual meetings during any emergency proclaimed by the governor. AB 361 sunsets January 1, 2024. The City Council would need to declare every 30 days that the City's legislative bodies must continue to meet remotely in order to ensure the health and safety of the public.

Background

The California Legislature recently approved AB 361, which was signed by the governor September 16, 2021 for signature. The bill allows local legislative bodies to continue to meet remotely through January 1, 2024. A local agency will be allowed to continue to meet remotely when:

- The local agency holds a meeting during a declared state of emergency
- State or local health officials have imposed or recommended measures to promote social distancing
- Legislative bodies declare the need to meet remotely due to present imminent risks to the health or safety of attendees

The City meets the requirements to continue holding meetings remotely in order to ensure the health and safety of the public:

- The City is still under a local state of emergency
- County Health orders require that all individuals in public spaces maintain social distancing and wear masks

Analysis

The City is still under a local state of emergency, and the County's indoor mask order is still in effect, so the emergency findings required under AB 361 are still in effect. Resolution No. 6689 authorizes the use of hybrid meetings, whereby City Councilmembers and staff may choose to attend either remotely or in person.

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 is an organizational structure change that 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. 6689

Report prepared by:
Judi A. Herren, City Clerk

RESOLUTION NO. 6689**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK AND ON BEHALF OF COMMISSIONS AND COMMITTEES CREATED BY THE CITY COUNCIL PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54952(b) AUTHORIZING TELECONFERENCE MEETINGS IN COMPLIANCE WITH AB 361 (GOVERNMENT CODE SECTION 54953(e) TO CONTINUE TO ALLOW MEMBERS OF THE PUBLIC TO SAFELY PARTICIPATE IN LOCAL GOVERNMENT MEETINGS**

WHEREAS, the City Council is committed to ensuring public access to observe and participate in local government meetings; and

WHEREAS, all meetings of the City Council and other legislative bodies created pursuant to Government Code Section 54952(b) are open and public, as required by the Ralph M. Brown Act, so that any member of the public may participate in local government meetings; and

WHEREAS, the AB 361, codified at Government Code section 54953(e), makes provisions for remote teleconferencing participation in local government meetings, without compliance with the requirements of 54953(b)(3), during a Governor-proclaimed state of emergency and if the local legislative body determines, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, and

WHEREAS, on March 4, 2020, Governor Newsom proclaimed a State of Emergency due to the outbreak of respiratory illness due to a novel coronavirus (now known as COVID 19) and that State of Emergency is still in effect in the State of California; and

WHEREAS, on March 11, 2020 the City Council proclaimed the existence of a local state of emergency within the City, pursuant to Section 8625 of the California Emergency Services Act in response to the COVID-19 pandemic; and

WHEREAS, COVID-19 continues to threaten the health and lives of City residents; and

WHEREAS, the SARS-CoV-2 Delta Variant (Delta Variant) is highly transmissible in indoor settings; and

WHEREAS, on July 28, 2021, the California Department of Public Health issued guidance calling for the use of face coverings and stating that the Delta Variant is two times as contagious as early COVID-19 variants, leading to increasing infections, the Delta Variant accounts for over 80% of cases sequenced, and cases and hospitalizations of COVID-19 are rising throughout the state; and

WHEREAS, the Delta Variant has caused, and will continue to cause, conditions of imminent peril to the health and safety of persons within the City; and

WHEREAS, in light of the Delta Variant and the risk of infection among even those who have been vaccinated against COVID-19, the City Council finds that reducing the number of persons present in City Council chambers is necessary to reduce imminent health risks associated with large groups of members of varying households gathering indoors; and

WHEREAS, the City Council, acting as a legislative body pursuant to Government Code section 54952(a) and for the benefit of the commissions, committees and other bodies that were created by the City Council pursuant to Government Code section 54952(b) (collectively referred to as “Legislative Bodies”), finds that the current conditions meet the circumstances set forth in Government Code section 54953(e)(3) to allow Legislative Bodies to continue to use teleconferencing to hold open and public meetings if the Legislative Bodies comply with the requirements set forth in Government Code section 54953(e)(2) to ensure the public can safely participate in and observe local government meetings.

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

1. Find that current conditions authorize teleconference public meetings of Legislative Bodies. Based on the California Governor’s continued declaration of a State of Emergency and current conditions, the City Council finds that meeting in person only, without the option for certain populations and persons to participate remotely, would present imminent risks to the health or safety of attendees. The City Council does therefore find that Legislative Bodies and members of Legislative Bodies of the City may elect to use teleconferencing to hold public meetings in accordance with Government Code section 54953(e)(2) to ensure members of the public have continued access to safely observe and participate in local government meetings.
2. Authorize Legislative Bodies to Conduct Teleconference Meetings. The Legislative Bodies are hereby authorized to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e)(2) and other applicable provisions of the Brown Act.
3. Authorize Legislative Bodies to Conduct Hybrid Meetings. The Legislative Bodies are hereby authorized to conduct meetings in a “hybrid” format, where both members of the Body and members of the public may elect to be present in person, utilizing appropriate distancing and masking practices, or participate by teleconferencing technology. Such meetings of the Legislative Bodies that occur using teleconferencing technology will provide an opportunity for any and all members of the public who wish to address Legislative Bodies and will otherwise occur in a manner that protects the statutory and constitutional rights of parties and the members of the public attending the meeting via teleconferencing
4. The State of California and the City of Menlo Park continue to follow safety measures in response to COVID-19 as ordered or recommended by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (DPH), and/or County of San Mateo, as applicable, including facial coverings when required. Based upon that guidance, in-person attendance indoors at public meetings continues to present a health risk for certain segments of the population, necessitating the need to reduce the number of in-person meeting attendees.

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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 seventh day of December, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this __ day of December, 2021.

Judi A. Herren, City Clerk



STAFF REPORT

City Council

Meeting Date:

12/7/2021

Staff Report Number:

21-224-CC

Consent Calendar:

Adopt Resolution No. 6687 to approve the through and left-turn restrictions from southbound Garwood Way and northbound Merrill Street at Oak Grove Avenue

Recommendation

Staff recommends that the City Council adopt Resolution No. 6687 (Attachment A) to approve the through and left-turn restrictions from southbound Garwood Way and northbound Merrill Street at Oak Grove Avenue to minimize anticipated safety concerns.

Policy Issues

The reconstruction and realignment of Garwood Way at Oak Grove Avenue is part of a mixed-use redevelopment project located at 1300 El Camino Real named Springline (formerly known as Station 1300.)

This turn movement restriction is consistent with the policies and programs stated in the 2016 general plan circulation element (e.g., CIRC-1.3, CIRC-2.11.) 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.

Section 11.12.010 of the Menlo Park Municipal Code authorizes the City Council to order the installation, use, change or removal of traffic control devices, such as turning markers, restricted turns and similar changes.

Background

To simplify directional references used in this staff report, roadways parallel to El Camino Real (State Route 82) are described as having a north-south orientation and perpendicular roadways are described having an east-west orientation.

Located to the east of the Springline project, Garwood Way will soon become a two-lane (i.e., one-lane in each direction) "Local Access" road that runs north-south parallel to El Camino Real, using the street classification system defined in the 2016 general plan circulation element. The new Garwood Way extension to Oak Grove Avenue replaced Derry Lane and aligned Garwood Way with Merrill Street to form a new four-legged intersection. The connection provides a direct local connection between Glenwood Avenue and Oak Grove Avenue. Garwood Way will also be designated a Class III bicycle route, as identified in the City's transportation master plan and the El Camino Real/Downtown specific plan.

The Springline project is bounded by El Camino Real to the west, Garwood Way to the east, Oak Grove Avenue to the south, and Marriott Residence Inn to the north. Occupancy of the Springline residential

buildings is anticipated in spring of 2022, while the office buildings and retail space are expected to be occupied later. Garwood Way will provide access to Springline plaza's underground parking, residential and retail areas. Based on the 2016 Springline project environmental impact report (EIR), the site is expected to generate approximately 3,750 daily vehicle trips with 1,560 trips using Garwood Way between Glenwood Avenue and Oak Grove Avenue. See Attachment B for the transportation chapter of the project EIR.

Oak Grove Avenue is a two-lane east-west "Neighborhood Collector" with a 25 miles per hour speed limit and sidewalks and Class II buffered bicycle lanes on both sides of the street. There is a marked crosswalk on the west side of the Garwood Way/Merrill Street and Oak Grove Avenue intersection. Daily traffic volume on Oak Grove Avenue between El Camino Real and Laurel Street was 9,300 vehicles in 2019.

Similar and parallel to Oak Grove Avenue, Glenwood Avenue is a two-lane "Neighborhood Collector" with sidewalk and Class II bicycle lanes on both sides of the street. There is a two-way stop-controlled intersection at Garwood Way (i.e., Glenwood Avenue vehicles are not required to stop) and the closest marked crosswalk of Glenwood Avenue is at San Antonio Street, less than 150 feet west of Garwood Way.

Merrill Street is a two-lane north-south "Mixed Use Collector" between Oak Grove Avenue and Ravenswood Avenue and provides access to the Menlo Park Caltrain station and several commercial and residential properties along Merrill Street and Santa Cruz Avenue.

Both the extended Garwood Way and Merrill Street are stop-controlled on their approaches to Oak Grove Avenue. As described in the Springline project EIR, a traffic signal at the Oak Grove Avenue/Garwood Way-Merrill Street intersection was deemed infeasible because of the immediate proximity of the Caltrain railroad tracks to the east.

Per approved plans, the southbound Garwood Way approach to Oak Grove Avenue would consist of one right-turn lane and one shared through/left-turn lane, and the northbound Merrill Street would maintain one shared left-turn/through/right-turn lane. Additionally, Caltrain recently installed a 30-foot long mountable median along the existing yellow centerline of Oak Grove Avenue as part of the agency's safety improvement programs. Attachment C illustrates the current intersection layout and Attachment D shows Caltrain's new median improvement.

Analysis

Once the Springline development is complete, the intersection of Garwood Way-Merrill Street and Oak Grove Avenue will have a number of potential conflicts:

- The existing at-grade railroad crossing creates a complex intersection with a history of safety concerns, as well as delays and queues on both sides of Oak Grove Avenue that regularly extend past the intersection when the railroad gates are down.
- An increasing number of pedestrians are expected to cross Oak Grove Avenue at Garwood Way as residents, employees and visitors to the Springline site access transit and other nearby businesses.
- Samtrans and City shuttle buses that serve the Caltrain station make right-turns onto eastbound Oak Grove Avenue from northbound Merrill Street. These services already experience delay from the railroad gates and may experience additional delay from left turning movements.
- There are already significant volumes of bicyclists using Oak Grove Avenue, including many students.
- The Springline site will include retail parking adjacent to the railroad tracks (Attachment C) that will increase pedestrian travel across Garwood Way accessing the retail.

These complex travel patterns mean that left turning/through vehicles from Garwood Way would need to find available gaps from both directions on Oak Grove Avenue to enter the roadway while navigating conflicting pedestrian and bicycle movements. Because of the additional trips generated by the Springline development, staff initially focused the study on movement restrictions from southbound Garwood Way.

Implementation of a left-turn restriction during the morning and afternoon peak hours was evaluated during the Springline project EIR, but the City’s experience has found that partial restrictions are often ignored by drivers. A closure to through and left-turn vehicle movements would be the most effective way to reduce potential conflicts with bicyclists, pedestrians and other vehicles. Additionally, this will allow for the installation of a median nose on Garwood that would reduce pedestrians and bicyclists’ exposure as they cross Garwood Way.

Diverted trips

Staff identified the likely path of trips diverted by a left turn/through movement restriction on Garwood Way. In the Springline project EIR, all left-turn vehicles from Garwood Way to Oak Grove Avenue were projected to use either Laurel Street or Middlefield Avenue to access Willow Road. With limited alternate routes around the development and high traffic volumes on El Camino Real during the morning and evening peak hours, the Springline project trips are likely to use Glenwood Avenue if a left turn restriction is in place.

The Springline project EIR projected 19 vehicles turning left from Garwood Way onto Oak Grove Avenue in the morning peak hour and 87 vehicles during the evening peak hour. These trips will be added to the right-turn traffic at Glenwood Avenue, increasing the expected evening peak hour traffic from 17 vehicles to 104 vehicles. Attachment E illustrates the diverted project volumes and Cumulative scenario peak hour volumes. The Cumulative scenario represents projected 2040 traffic volumes, including traffic from a fully occupied Springline project and approved and pending developments within the City of Menlo Park, as well as a one percent growth rate per year to account for growth in regional traffic.

Congestion assessment

Staff assessed roadway and intersection locations under the Cumulative scenario to determine roadway congestion due to the movement restriction. As shown in Table 1 below, there is more available roadway capacity on Glenwood Avenue than on Oak Grove Avenue between El Camino Real and Middlefield Road. As a result, the shifting of Springline project trips would not generate new roadway operation deficiencies or result in any additional environmental impacts.

Table 1: Cumulative scenario daily roadway analysis

Roadway segment	Capacity	Volumes			TIA* compliant?	Exceed capacity?
		Average day	Project EIR	With turn restriction		
Glenwood Avenue (El Camino Real to Laurel Street)	10,000	8,100	+114	+358	Yes	No
Glenwood Avenue (Laurel Street to Middlefield Road)	10,000	6,100	+51	+197	Yes	No
Laurel Street (Oak Grove Avenue to Ravenswood Avenue)	10,000	5,600	+322	+161	Yes	No
Middlefield Road (Oak Grove Avenue to Ravenswood Avenue)	25,000	21,000	+402	+197	Yes	No
Oak Grove Avenue (El Camino Real to Laurel Street)	10,000	12,500	+716	-358	Yes	No
Oak Grove Avenue (Laurel Street to Middlefield Road)	10,000	11,400	+394	-197	Yes	No

Staff also updated the cumulative scenario intersection level of service (LOS) from the Springline project EIR to analyze the impact of these changes. Note the LOS in this condition assumed existing intersection operations. The results of the intersection LOS analysis are shown in Table 2. Detailed reports for the analyses are included in Attachment F.

Table 2: Cumulative scenario peak hour intersection levels of service

Study intersection	Existing intersection control	Morning peak hour				Evening peak hour			
		Project EIR		With restriction		Project EIR		With restriction	
		Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
Oak Grove Avenue/ Laurel Street	Signal	20.5	C	20.6	C	22.5	C	20.6	C
Oak Grove Avenue/ Middlefield Road	Signal	27.2	C	27.4	C	32.3	C	31.3	C
Glenwood Avenue/ Garwood Way	TWSC	21.0	C	22.7	C	19.5	C	23.5	C
Glenwood Avenue/ Laurel Street	AWSC	70.1	F	75.8	F	17.2	C	22.0	C
Glenwood Avenue/ Middlefield Road	TWSC	>180	F	>180	F	>180	F	>180	F

Notes: TWSC = two-way stop controlled; AWSC = all-way stop controlled

Because parts of Glenwood Avenue are in the Town of Atherton, staff coordinated with Atherton’s public works director on the proposed changes. Atherton staff expressed concerns about the addition of traffic to Glenwood Avenue, which has stop controlled intersections at Laurel Street (an all way stop) and Middlefield Road (a two way stop.) Atherton staff are concerned that the two intersections along Glenwood Avenue are less able to handle increases in vehicle traffic than Oak Grove Avenue, which has signal controlled intersections with Laurel Street and Middlefield Road.

From the analysis shown in Table 2, staff do not anticipate a significant increase in delay at either of the intersections along Glenwood Avenue. The intersection of Glenwood Avenue and Middlefield Road has significant delay under current conditions. The figures in Table 2 show the longest source of delay, which is the left turn from Glenwood Avenue eastbound to Middlefield Road northbound. Vehicles traveling along Middlefield Road do not stop at this intersection, making left turns challenging during peak travel periods. The proposed changes to Garwood Way are only anticipated to add right turning vehicles at this intersection, not left turns, so they are not anticipated to add delay.

Based on the cumulative intersection LOS presented above and the anticipated added volumes, the intersections are not expected to see significant changes. Additionally, the movement restriction will reduce conflicts between road users at Oak Grove Avenue/Garwood Way-Merrill Street.

Complete Streets Commission

On October 13, 2021, staff presented the through and left-turn restrictions on Garwood Way to the Complete Streets Commission for their review and recommendations. The Complete Streets Commission voted unanimously (with two commissioners absent) to recommend that the City Council adopt a resolution to approve the Garwood Way turn restrictions at Oak Grove Avenue.

The Commission also recommended that staff evaluate the potential congestion impact of restricting left turns from northbound Merrill Street and northbound Alma Street at Oak Grove Avenue, to further enhance pedestrian, bicyclist, and vehicular safety near the railroad tracks. No other public comment was received.

Staff reviewed available through and left-turn volumes from northbound Merrill Street and northbound Alma Street onto Oak Grove Avenue to determine if additional analysis would be needed at these intersections. Under the Springline project EIR Cumulative scenario, additional turn restrictions at Merrill Street would impact 6 left-turn vehicles in the morning and 21 left-turn vehicles in the evening peak hour. The Springline project EIR did not expect vehicles to enter into the development site directly from northbound Merrill Street. The traffic from left turn restrictions on northbound Merrill Street would most likely be added to El Camino Real via southbound Merrill Street and westbound Santa Cruz Avenue. Once on El Camino Real, staff expect that this diverted traffic would either continue northbound or turn left at Oak Grove Avenue. No significant deterioration is expected to roadway congestion with the addition of a left turn restriction at Merrill Street and Oak Grove Avenue, per the City's transportation impact analysis guidelines. As a result, staff has included constructing a small median to restrict through and left turn movements at northbound Merrill Street in the recommendation.

At northbound Alma Street, a left-turn restriction would impact 24 vehicles in the morning and 65 vehicles in evening peak hour in the Cumulative scenario. The alternative route with the left-turn restriction would likely be added to El Camino Real via southbound Alma Street and westbound Ravenswood Avenue. Given the existing peak hour congestion along El Camino Real and Ravenswood Avenue, and the number of vehicles that would be impacted by the turn restrictions, staff believes that more comprehensive traffic analysis would be needed before recommending turn restrictions on Alma Street. Staff recommends that any further analysis of Alma Street and Oak Grove Avenue would wait until sufficient time had passed to determine the effectiveness of the proposed changes at Garwood Way/Merrill Street. This work would also need to be prioritized relative to other ongoing project work.

Summary of proposed changes

The proposed changes to the street network would mean that vehicles traveling southbound on Garwood Way and northbound on Merrill Street would be required to turn right at Oak Grove Avenue. This would be accomplished by installation of median islands that would restrict left turns and through movements (Attachment A.) Bicyclists would be permitted to continue through or turn left to access the buffered bike lanes on this street.

Impact on City Resources

Resources expended for project evaluation and intersection improvement design are considered part of the City's baseline operations. Construction for intersection improvements would be funded by the Transportation Minor project in the capital improvement program.

Environmental Review

Environmental review is categorically exempt under Class 1 (Existing Facilities) of the California Environmental Quality Act since it involves minor construction on a public street. No additional vehicle miles traveled or roadway capacity will be added as a result of the movement restriction.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72

hours prior to the meeting. Additional public outreach was achieved by sending notification postcards to the residents and property owners within 500 feet of the Oak Grove Avenue/Garwood Way-Merrill Street intersection. Individual outreach to the Marriott Residence Inn and the Springline development was also conducted.

Attachments

- A. Resolution No. 6687
- B. Hyperlink - Springline EIR - Chapter 3.1: menlopark.org/DocumentCenter/View/9727/1300-El-Camino-Real---Draft-EIR---Chapter-3-1---TransportationTraffic?bidId
- C. Oak Grove Avenue/Garwood Way-Merrill Street intersection layout
- D. Oak Grove Avenue Caltrain median improvement
- E. Springline diverted project trip flow and peak hour volume comparison
- F. Intersection LOS analysis

Report prepared by:
Esther Jung, Assistant Engineer

Report reviewed by:
Kevin Chen, Senior Transportation Engineer
Hugh Louch, Assistant Public Works Director - Transportation

RESOLUTION NO. 6687

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
AUTHORIZING THE THROUGH AND LEFT-TURN RESTRICTION ON
GARWOOD WAY AND ON MERRILL STREET**

WHEREAS, the City of Menlo Park Municipal Code 11.12.010 establishes the powers and duties of the City Council to, by resolution, order the installation, use, change or removal of such traffic control devices as the Council deems appropriate and as are permitted by the California Vehicle Code; and,

WHEREAS, California Vehicle Code section 21101(f) authorizes cities to prohibit entry to, or exits from, or both entry to and exits from, any street by means of islands, curbs, traffic barriers or other roadway design features to implement the circulation element of the general plan; and

WHEREAS, the mixed-use redevelopment located at 1300 El Camino Real named Springline will extend and align Garwood Way to Merrill Street at Oak Grove Avenue; and,

WHEREAS, a traffic signal at the intersection is infeasible due to the immediate proximity of the Caltrain railroad tracks and the potential for queuing to extend onto the tracks; and,

WHEREAS, the City anticipates that the installation of turn and through movement restrictions would minimize the vehicle-bicycle-pedestrian conflicts and alleviate safety concerns; and,

WHEREAS, the preliminary congestion analyses showed minimal changes to intersection and roadway operation with turn and through movement restrictions; and,

WHEREAS, on October 13, 2021, the Complete Streets Commission recommended that the City Council authorize the restriction of through and left-turn movements from southbound Garwood Way at Oak Grove Avenue; and,

WHEREAS, the Complete Streets Commission also recommended an evaluation of additional movement restrictions at Merrill Street and Oak Grove Avenue and at Alma Street and Oak Grove Avenue; and,

WHEREAS, the analysis of through and left-turn movement restrictions from northbound Merrill Street at Oak Grove Avenue showed no significant roadway operation deficiencies; and,

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

NOW, THEREFORE BE IT RESOLVED, that the City Council of Menlo Park does hereby authorize the restriction of through and left-turn movements from southbound Garwood Way and northbound Merrill Street at Oak Grove Avenue as shown on Exhibit A.

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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 seventh day of December, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this __ day of December, 2021.

Judi A. Herren, City Clerk

Exhibits

A. Conceptual Design



TYPE II OBJECT MARKER



RIGHT TURN SIGN (R3-5R)
EXCEPT BICYCLE PLAQUE (R118(CA))

STOP

12 ft

OAK GROVE AVE

GARWOOD WAY

MERRILL ST



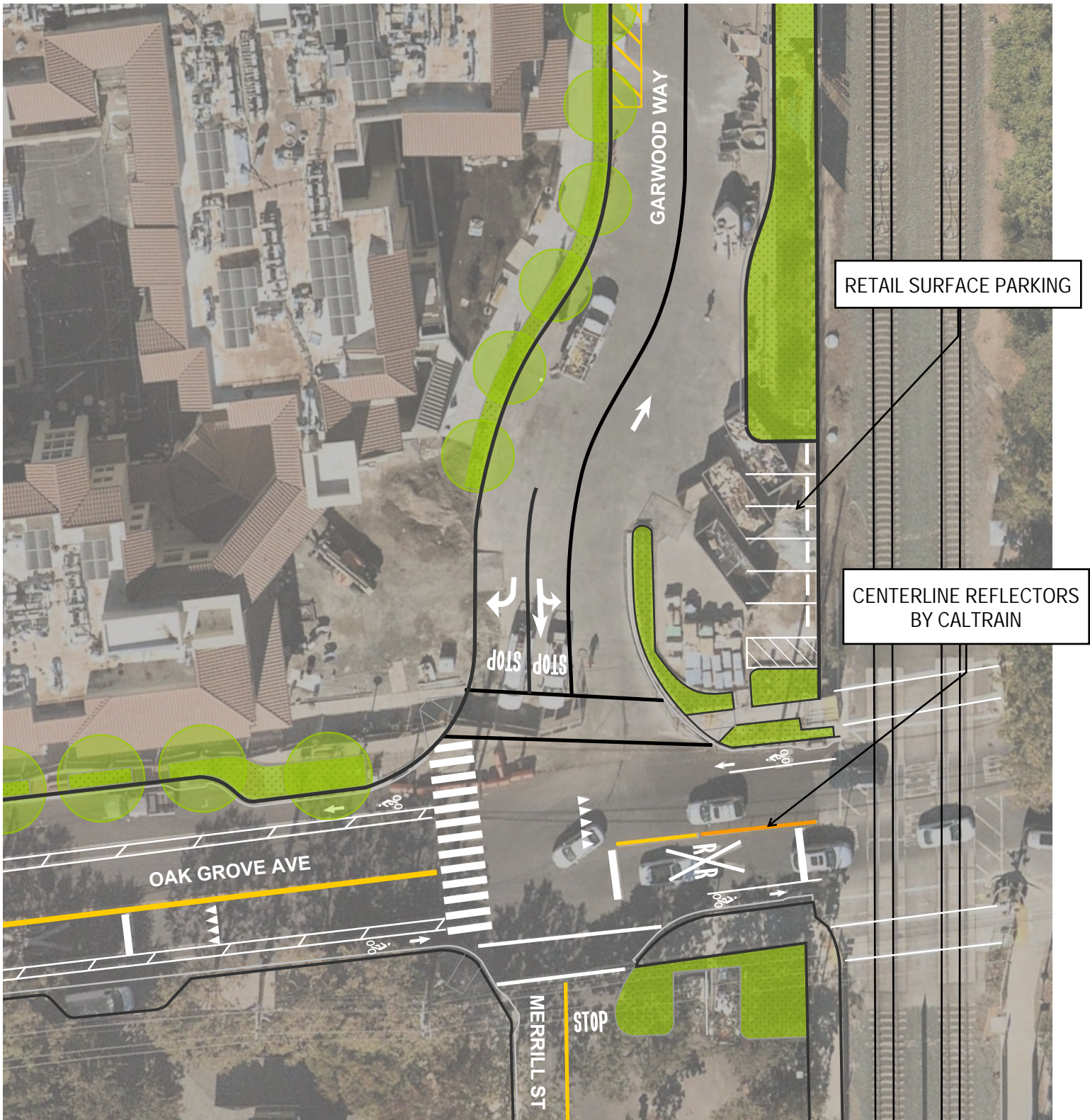
RIGHT TURN SIGN (R3-5R)
EXCEPT BICYCLE PLAQUE (R118(CA))

PROPOSED CONCRETE MEDIAN

CALTRAIN CENTERLINE REFLECTORS



ATTACHMENT C: Approved Garwood Way-Oak Grove Avenue Intersection Layout



ATTACHMENT D: Oak Grove Avenue Caltrain Median Improvement



ATTACHMENT E: Trip Flow and Peak Hour Volume Comparison

Cumulative Morning Peak Hour Volume - PROJECT EIR

 left-turn vehicle traffic path



Springline Project

Cumulative Evening Peak Hour Volume - PROJECT EIR

left-turn vehicle traffic path



Springline Project

Cumulative Morning Peak Hour Volume - WITH RESTRICTIONS


 diverted vehicle traffic path



Cumulative Evening Peak Hour Volume - WITH RESTRICTIONS


 diverted vehicle traffic path



Cumulative Morning Peak Hour Volume - VOLUME CHANGE


 diverted vehicle traffic path



Springline Project

Cumulative Evening Peak Hour Volume - VOLUME CHANGE

 diverted vehicle traffic path



Springline Project

Generated with 

Version 2020 (SP 0-6)

Vistro File: C:\...\MPA011 AM with restrictions.vistro

Scenario 8 Cumulative (2040) AM + Project

Report File: E:\MPA011AM with restrictions

9/23/2021

Intersection Analysis Summary

ID	Intersection Name	Control Type	Method	Worst Mvmt	V/C	Delay (s/veh)	LOS
3	Middlefield Rd/Glenwood Ave- Linden Ave	Two-way stop	HCM 2000	NEB Thru	0.860	10,000.0	F
4	Middlefield Rd/Oak Grove Ave	Signalized	HCM 2000	NEB Left	0.915	27.4	C
9	Glenwood Ave/Laurel St	All-way stop	HCM 2000	NEB Thru	1.091	75.8	F
10	Oak Grove Ave/Laurel St	Signalized	HCM 2000	SEB Thru	0.968	20.6	C
12	Glenwood Ave/Garwood Way	Two-way stop	HCM 2000	NWB Left	0.174	22.7	C

V/C, Delay, LOS: For two-way stop, these values are taken from the movement with the worst (highest) delay value. For all other control types, they are taken for the whole intersection.

Intersection Level Of Service Report

Intersection 3: Middlefield Rd/Glenwood Ave-Linden Ave

Control Type:	Two-way stop	Delay (sec / veh):	10,000.0
Analysis Method:	HCM 2000	Level Of Service:	F
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.860

Intersection Setup

Name	Glenwood Avenue			Linden Avenue			Middlefield Road			Middlefield Road		
Approach	Northeastbound			Southwestbound			Northwestbound			Southeastbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	0	0	0	1	0	0	1	0	0
Entry Pocket Length [ft]	60.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	95.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			10.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name	Glenwood Avenue			Linden Avenue			Middlefield Road			Middlefield Road		
Base Volume Input [veh/h]	40	13	82	9	14	15	99	558	15	11	636	124
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	7	0	15	5	0	0	21	102	4	0	175	19
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	58	17	120	17	18	19	148	816	23	14	989	178
Peak Hour Factor	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9000	0.9400	0.9400	0.9000	0.9400
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	15	5	32	5	5	5	39	227	6	4	275	47
Total Analysis Volume [veh/h]	62	18	128	18	19	20	157	907	24	15	1099	189
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Priority Scheme	Stop	Stop	Free	Free
Flared Lane		No		
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance	No	No		
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.86	0.56	8.66	1.03	0.06	0.29	0.01	0.00	0.02	0.01	0.00
d_M, Delay for Movement [s/veh]	10000.0	10000.0	39.41	6266.99	4730.00	4546.51	14.41	0.00	0.00	10.00	0.00	0.00
Movement LOS	F	F	E	F	F	F	B	A	A	B	A	A
95th-Percentile Queue Length [veh/ln]	12.42	12.42	3.09	8.82	8.82	8.82	1.20	0.00	0.00	0.06	0.00	0.00
95th-Percentile Queue Length [ft/ln]	310.40	310.40	77.26	220.45	220.45	220.45	30.11	0.00	0.00	1.56	0.00	0.00
d_A, Approach Delay [s/veh]	3870.41			5150.98			2.08			0.12		
Approach LOS	F			F			A			A		
d_I, Intersection Delay [s/veh]	414.56											
Intersection LOS	F											

Intersection Level Of Service Report
Intersection 4: Middlefield Rd/Oak Grove Ave

Control Type:	Signalized	Delay (sec / veh):	27.4
Analysis Method:	HCM 2000	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.915

Intersection Setup

Name	Oak Grove Avenue			Oak Grove Avenue			Middlefield Road			Middlefield Road		
Approach	Northeastbound			Southwestbound			Northwestbound			Southeastbound		
Lane Configuration	⇌			⇌			⇌			⇌		
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	1	0	0	1	0	0	1	0	0
Entry Pocket Length [ft]	240.00	100.00	100.00	40.00	100.00	100.00	95.00	100.00	100.00	95.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00			25.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name	Oak Grove Avenue			Oak Grove Avenue			Middlefield Road			Middlefield Road		
Base Volume Input [veh/h]	95	263	39	19	261	168	82	398	40	45	276	52
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	3	10	13	5	7	34	48	90	7	46	133	16
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	125	347	63	29	341	249	153	599	58	104	486	83
Peak Hour Factor	0.9800	0.9500	0.9800	0.9500	0.9500	0.9500	0.9800	0.9800	0.9500	0.9500	0.9800	0.9800
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	32	91	16	8	90	66	39	153	15	27	124	21
Total Analysis Volume [veh/h]	128	365	64	31	359	262	156	611	61	109	496	85
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	80
Coordination Type	Time of Day Pattern Isolated
Actuation Type	Fully actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	16.00

Phasing & Timing

Control Type	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss
Signal Group	0	4	0	0	8	0	0	2	0	0	6	0
Auxiliary Signal Groups												
Lead / Lag	-	-	-	-	-	-	-	-	-	-	-	-
Minimum Green [s]	0	5	0	0	5	0	0	5	0	0	5	0
Maximum Green [s]	0	32	0	0	32	0	0	54	0	0	54	0
Amber [s]	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0
All red [s]	0.0	1.0	0.0	0.0	1.0	0.0	0.0	1.0	0.0	0.0	1.0	0.0
Split [s]	0	39	0	0	39	0	0	41	0	0	41	0
Vehicle Extension [s]	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0
Walk [s]	0	1	0	0	1	0	0	1	0	0	1	0
Pedestrian Clearance [s]	0	0	0	0	0	0	0	0	0	0	0	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I1, Start-Up Lost Time [s]	0.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0
I2, Clearance Lost Time [s]	0.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0
Minimum Recall		No			No			No			No	
Maximum Recall		No			No			No			No	
Pedestrian Recall		No			No			No			No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	L	C	L	C	L	C
C, Cycle Length [s]	80	80	80	80	80	80	80	80
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	2.00	0.00	2.00	0.00	2.00	0.00	2.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	35	35	35	35	37	37	37	37
g / C, Green / Cycle	0.44	0.44	0.44	0.44	0.46	0.46	0.46	0.46
(v / s)_i Volume / Saturation Flow Rate	0.37	0.24	0.05	0.36	0.34	0.37	0.34	0.32
Total Saturation Flow Adjustment	0.18	0.96	0.36	0.92	0.24	0.97	0.17	0.96
s, saturation flow rate [veh/h]	350	1821	680	1745	460	1837	317	1822
c, Capacity [veh/h]	153	797	297	763	213	850	147	843
d1, Uniform Delay [s]	19.97	16.56	13.26	19.65	17.49	18.22	17.61	16.97
k, delay calibration	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
l, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	39.35	2.60	0.70	9.26	19.96	7.42	28.50	4.59
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.84	0.54	0.10	0.81	0.73	0.79	0.74	0.69
d, Delay for Lane Group [s/veh]	59.32	19.16	13.96	28.91	37.44	25.64	46.11	21.56
Lane Group LOS	E	B	B	C	D	C	D	C
Critical Lane Group	Yes	No	No	No	No	Yes	No	No
50th-Percentile Queue Length [veh/ln]	3.60	8.04	0.46	15.27	3.69	15.77	2.68	12.14
50th-Percentile Queue Length [ft/ln]	90.06	200.97	11.46	381.70	92.29	394.17	66.91	303.60
95th-Percentile Queue Length [veh/ln]	7.52	14.47	1.15	25.15	7.67	25.90	5.85	20.50
95th-Percentile Queue Length [ft/ln]	187.92	361.82	28.79	628.73	191.77	647.51	146.22	512.53

Movement, Approach, & Intersection Results

d_M, Delay for Movement [s/veh]	59.32	19.16	19.16	13.96	28.91	28.91	37.44	25.64	25.64	46.11	21.56	21.56
Movement LOS	E	B	B	B	C	C	D	C	C	D	C	C
d_A, Approach Delay [s/veh]	28.39			28.20			27.86			25.44		
Approach LOS	C			C			C			C		
d_I, Intersection Delay [s/veh]	27.44											
Intersection LOS	C											
Intersection V/C	0.915											

Sequence

Ring 1	-	2	-	4	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	-	6	-	8	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



**Intersection Level Of Service Report
Intersection 9: Glenwood Ave/Laurel St**

Control Type: All-way stop
 Analysis Method: HCM 2000
 Analysis Period: 15 minutes

Delay (sec / veh): 75.8
 Level Of Service: F
 Volume to Capacity (v/c): 1.091

Intersection Setup

Name	Glenwood Avenue			Glenwood Avenue			Laurel Street			Laurel Street		
Approach	Northeastbound			Southwestbound			Northwestbound			Southeastbound		
Lane Configuration	⊕			⊕			⊕			⊕		
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name	Glenwood Avenue			Glenwood Avenue			Laurel Street			Laurel Street		
Base Volume Input [veh/h]	47	136	125	31	174	11	48	160	11	7	280	29
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	1	22	0	0	40	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	61	196	160	40	263	14	61	205	14	9	358	37
Peak Hour Factor	0.9100	0.9100	0.9100	0.9100	0.9100	0.9100	0.9100	0.9100	0.9100	0.9100	0.9100	0.9100
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	17	54	44	11	72	4	17	56	4	2	98	10
Total Analysis Volume [veh/h]	67	215	176	44	289	15	67	225	15	10	393	41
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings**Lanes**

Capacity per Entry Lane [veh/h]	458	397	388	444
Degree of Utilization, x	1.09	0.88	0.79	1.08

Movement, Approach, & Intersection Results

95th-Percentile Queue Length [veh]	15.71	8.74	6.81	15.02
95th-Percentile Queue Length [ft]	392.70	218.47	170.30	375.40
Approach Delay [s/veh]	100.08	49.99	39.63	96.09
Approach LOS	F	E	E	F
Intersection Delay [s/veh]	75.83			
Intersection LOS	F			

Intersection Level Of Service Report
Intersection 10: Oak Grove Ave/Laurel St

Control Type:	Signalized	Delay (sec / veh):	20.6
Analysis Method:	HCM 2000	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.968

Intersection Setup

Name	Oak Grove Avenue			Oak Grove Avenue			Laurel Street			Laurel Street		
Approach	Northeastbound			Southwestbound			Northwestbound			Southeastbound		
Lane Configuration	+			+			+			+		
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00			25.00			25.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name	Oak Grove Avenue			Oak Grove Avenue			Laurel Street			Laurel Street		
Base Volume Input [veh/h]	11	245	79	30	345	61	30	107	16	72	206	52
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	26	6	0	71	0	7	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	14	340	107	38	513	78	45	137	20	92	264	67
Peak Hour Factor	0.8800	0.8800	0.8800	0.8800	0.8800	0.8800	0.8800	0.8800	0.8800	0.8800	0.8800	0.8800
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	4	97	30	11	146	22	13	39	6	26	75	19
Total Analysis Volume [veh/h]	16	386	122	43	583	89	51	156	23	105	300	76
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	60
Coordination Type	Time of Day Pattern Isolated
Actuation Type	Fully actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	16.00

Phasing & Timing

Control Type	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss
Signal Group	2	2	2	6	6	6	8	8	8	4	4	4
Auxiliary Signal Groups												
Lead / Lag	Lag	-	-	Lag	-	-	Lag	-	-	Lag	-	-
Minimum Green [s]	4	4	4	4	4	4	4	4	4	4	4	4
Maximum Green [s]	16	16	16	16	16	16	16	16	16	16	16	16
Amber [s]	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All red [s]	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Split [s]	34	34	34	34	34	34	26	26	26	26	26	26
Vehicle Extension [s]	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Walk [s]	1	1	1	1	1	1	1	1	1	1	1	1
Pedestrian Clearance [s]	0	0	0	0	0	0	0	0	0	0	0	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I1, Start-Up Lost Time [s]	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
I2, Clearance Lost Time [s]	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Minimum Recall		No			No			No			No	
Maximum Recall		No			No			No			No	
Pedestrian Recall		No			No			No			No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	C	C	C	C
C, Cycle Length [s]	60	60	60	60
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	2.00	2.00	2.00	2.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	30	30	22	22
g / C, Green / Cycle	0.50	0.50	0.37	0.37
(v / s)_i Volume / Saturation Flow Rate	0.30	0.41	0.15	0.30
Total Saturation Flow Adjustment	0.93	0.92	0.79	0.84
s, saturation flow rate [veh/h]	1761	1744	1509	1603
c, Capacity [veh/h]	881	872	553	588
d1, Uniform Delay [s]	10.68	12.71	14.20	17.19
k, delay calibration	0.50	0.50	0.50	0.50
l, Upstream Filtering Factor	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	2.95	8.51	2.29	12.01
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.59	0.82	0.42	0.82
d, Delay for Lane Group [s/veh]	13.63	21.23	16.49	29.20
Lane Group LOS	B	C	B	C
Critical Lane Group	No	Yes	No	Yes
50th-Percentile Queue Length [veh/ln]	7.34	13.18	3.26	9.53
50th-Percentile Queue Length [ft/ln]	183.57	329.42	81.61	238.28
95th-Percentile Queue Length [veh/ln]	13.44	22.03	6.92	16.67
95th-Percentile Queue Length [ft/ln]	335.99	550.69	173.06	416.67

Movement, Approach, & Intersection Results

d_M, Delay for Movement [s/veh]	13.63	13.63	13.63	21.23	21.23	21.23	16.49	16.49	16.49	29.20	29.20	29.20
Movement LOS	B	B	B	C	C	C	B	B	B	C	C	C
d_A, Approach Delay [s/veh]	13.63			21.23			16.49			29.20		
Approach LOS	B			C			B			C		
d_I, Intersection Delay [s/veh]	20.59											
Intersection LOS	C											
Intersection V/C	0.968											

Sequence

Ring 1	-	2	-	4	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	-	6	-	8	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 12: Glenwood Ave/Garwood Way

Control Type:	Two-way stop	Delay (sec / veh):	22.7
Analysis Method:	HCM 2000	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.174

Intersection Setup

Name	Glenwood Avenue			Glenwood Avenue			Garwood Way			Garwood Way		
Approach	Northeastbound			Southwestbound			Northwestbound			Southeastbound		
Lane Configuration	+			+			+			+		
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name	Glenwood Avenue			Glenwood Avenue			Garwood Way			Garwood Way		
Base Volume Input [veh/h]	3	251	4	2	261	10	2	0	23	14	0	12
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	15	58	17	23	0	35	0	8	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	4	336	63	20	357	13	38	0	37	18	0	15
Peak Hour Factor	0.8800	0.8800	0.8800	0.8800	0.8800	0.8800	0.8800	0.8800	0.8800	0.8800	0.8800	0.8800
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	1	95	18	6	101	4	11	0	11	5	0	4
Total Analysis Volume [veh/h]	5	382	72	23	406	15	43	0	42	20	0	17
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Priority Scheme	Free	Free	Stop	Stop
Flared Lane			No	No
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance			No	No
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.00	0.00	0.02	0.00	0.00	0.17	0.00	0.07	0.09	0.00	0.03
d_M, Delay for Movement [s/veh]	8.18	0.00	0.00	8.32	0.00	0.00	22.71	21.47	13.84	21.83	20.20	12.02
Movement LOS	A	A	A	A	A	A	C	C	B	C	C	B
95th-Percentile Queue Length [veh/ln]	0.01	0.01	0.01	0.06	0.06	0.06	0.92	0.92	0.92	0.38	0.38	0.38
95th-Percentile Queue Length [ft/ln]	0.33	0.33	0.33	1.59	1.59	1.59	23.03	23.03	23.03	9.41	9.41	9.41
d_A, Approach Delay [s/veh]	0.09			0.43			18.33			17.32		
Approach LOS	A			A			C			C		
d_I, Intersection Delay [s/veh]	2.37											
Intersection LOS	C											

Vistro File: C:\...MPA011 AM with restrictions.vistro

Scenario 8 Cumulative (2040) AM + Project

Report File: E:\MPA011AM with restrictions

9/23/2021

Turning Movement Volume: Summary

ID	Intersection Name	Northeastbound			Southwestbound			Northwestbound			Southeastbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
3	Middlefield Rd/Glenwood Ave-Linden Ave	58	17	120	17	18	19	148	816	23	14	989	178	2417

ID	Intersection Name	Northeastbound			Southwestbound			Northwestbound			Southeastbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
4	Middlefield Rd/Oak Grove Ave	125	347	63	29	341	249	153	599	58	104	486	83	2637

ID	Intersection Name	Northeastbound			Southwestbound			Northwestbound			Southeastbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
9	Glenwood Ave/Laurel St	61	196	160	40	263	14	61	205	14	9	358	37	1418

ID	Intersection Name	Northeastbound			Southwestbound			Northwestbound			Southeastbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
10	Oak Grove Ave/Laurel St	14	340	107	38	513	78	45	137	20	92	264	67	1715

ID	Intersection Name	Northeastbound			Southwestbound			Northwestbound			Southeastbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
12	Glenwood Ave/Garwood Way	4	336	63	20	357	13	38	0	37	18	0	15	901

Intersection Analysis Summary

ID	Intersection Name	Control Type	Method	Worst Mvmt	V/C	Delay (s/veh)	LOS
3	Middlefield Rd/Glenwood Ave- Linden Ave	Two-way stop	HCM 2000	NEB Left	8.371	4,283.3	F
4	Middlefield Rd/Oak Grove Ave	Signalized	HCM 2000	NEB Left	1.074	31.3	C
9	Glenwood Ave/Laurel St	All-way stop	HCM 2000	NWB Thru	0.755	22.0	C
10	Oak Grove Ave/Laurel St	Signalized	HCM 2000	NWB Thru	0.925	20.6	C
12	Glenwood Ave/Garwood Way	Two-way stop	HCM 2000	SEB Left	0.044	23.5	C

V/C, Delay, LOS: For two-way stop, these values are taken from the movement with the worst (highest) delay value. For all other control types, they are taken for the whole intersection.

Intersection Level Of Service Report
Intersection 3: Middlefield Rd/Glenwood Ave-Linden Ave

Control Type:	Two-way stop	Delay (sec / veh):	4,283.3
Analysis Method:	HCM 2000	Level Of Service:	F
Analysis Period:	15 minutes	Volume to Capacity (v/c):	8.371

Intersection Setup

Name	Glenwood Avenue			Linden Avenue			Middlefield Road			Middlefield Road		
Approach	Northeastbound			Southwestbound			Northwestbound			Southeastbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	0	0	0	1	0	0	1	0	0
Entry Pocket Length [ft]	60.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	95.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			10.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name	Glenwood Avenue			Linden Avenue			Middlefield Road			Middlefield Road		
Base Volume Input [veh/h]	54	9	96	8	11	14	96	724	22	11	488	74
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	4	0	10	2	0	0	15	172	3	0	97	7
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	73	12	133	12	14	18	138	1099	31	14	722	102
Peak Hour Factor	0.9200	0.9200	0.9200	0.9200	0.9200	0.9200	0.9200	0.9200	0.9200	0.9200	0.9200	0.9200
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	20	3	36	3	4	5	38	299	8	4	196	28
Total Analysis Volume [veh/h]	79	13	145	13	15	20	150	1195	34	15	785	111
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Priority Scheme	Stop	Stop	Free	Free
Flared Lane		No		
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance	No	No		
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	8.37	0.50	0.40	1.84	0.61	0.09	0.20	0.01	0.00	0.03	0.01	0.00
d_M, Delay for Movement [s/veh]	4283.26	4039.87	21.22	1440.39	1077.50	947.57	10.92	0.00	0.00	11.52	0.00	0.00
Movement LOS	F	F	C	F	F	F	B	A	A	B	A	A
95th-Percentile Queue Length [veh/ln]	12.88	12.88	1.85	6.43	6.43	6.43	0.73	0.00	0.00	0.08	0.00	0.00
95th-Percentile Queue Length [ft/ln]	322.04	322.04	46.33	160.83	160.83	160.83	18.34	0.00	0.00	2.04	0.00	0.00
d_A, Approach Delay [s/veh]	1662.33			1121.65			1.19			0.19		
Approach LOS	F			F			A			A		
d_I, Intersection Delay [s/veh]	174.61											
Intersection LOS	F											

Intersection Level Of Service Report
Intersection 4: Middlefield Rd/Oak Grove Ave

Control Type:	Signalized	Delay (sec / veh):	31.3
Analysis Method:	HCM 2000	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	1.074

Intersection Setup

Name	Oak Grove Avenue			Oak Grove Avenue			Middlefield Road			Middlefield Road		
Approach	Northeastbound			Southwestbound			Northwestbound			Southeastbound		
Lane Configuration	↔			↔			↔			↔		
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	1	0	0	1	0	0	1	0	0
Entry Pocket Length [ft]	240.00	100.00	100.00	40.00	100.00	100.00	95.00	100.00	100.00	95.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00			25.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name	Oak Grove Avenue			Oak Grove Avenue			Middlefield Road			Middlefield Road		
Base Volume Input [veh/h]	128	194	11	6	106	57	108	662	19	45	407	123
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	11	3	48	4	6	27	14	151	2	15	88	6
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	175	251	62	12	142	100	152	998	26	73	609	163
Peak Hour Factor	0.8900	0.9500	0.8900	0.9500	0.9500	0.9500	0.8900	0.8900	0.9500	0.9500	0.8900	0.8900
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	49	66	17	3	37	26	43	280	7	19	171	46
Total Analysis Volume [veh/h]	197	264	70	13	149	105	171	1121	27	77	684	183
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	80
Coordination Type	Time of Day Pattern Isolated
Actuation Type	Fully actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	16.00

Phasing & Timing

Control Type	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss
Signal Group	0	4	0	0	8	0	0	2	0	0	6	0
Auxiliary Signal Groups												
Lead / Lag	-	-	-	-	-	-	-	-	-	-	-	-
Minimum Green [s]	0	5	0	0	5	0	0	5	0	0	5	0
Maximum Green [s]	0	32	0	0	32	0	0	54	0	0	54	0
Amber [s]	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0
All red [s]	0.0	1.0	0.0	0.0	1.0	0.0	0.0	1.0	0.0	0.0	1.0	0.0
Split [s]	0	25	0	0	25	0	0	55	0	0	55	0
Vehicle Extension [s]	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0
Walk [s]	0	1	0	0	1	0	0	1	0	0	1	0
Pedestrian Clearance [s]	0	0	0	0	0	0	0	0	0	0	0	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I1, Start-Up Lost Time [s]	0.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0
I2, Clearance Lost Time [s]	0.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0
Minimum Recall		No			No			No			No	
Maximum Recall		No			No			No			No	
Pedestrian Recall		No			No			No			No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	L	C	L	C	L	C
C, Cycle Length [s]	80	80	80	80	80	80	80	80
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	2.00	0.00	2.00	0.00	2.00	0.00	2.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	21	21	21	21	51	51	51	51
g / C, Green / Cycle	0.26	0.26	0.26	0.26	0.64	0.64	0.64	0.64
(v / s)_i Volume / Saturation Flow Rate	0.24	0.19	0.02	0.15	0.49	0.62	0.53	0.48
Total Saturation Flow Adjustment	0.43	0.95	0.30	0.92	0.18	0.98	0.08	0.95
s, saturation flow rate [veh/h]	817	1804	573	1747	350	1856	146	1804
c, Capacity [veh/h]	214	474	151	459	223	1183	93	1150
d1, Uniform Delay [s]	28.67	26.70	22.26	25.46	10.29	13.78	11.11	10.12
k, delay calibration	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
l, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	43.34	8.54	1.13	4.76	21.98	19.92	54.34	4.61
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.92	0.71	0.09	0.55	0.77	0.97	0.83	0.75
d, Delay for Lane Group [s/veh]	72.01	35.24	23.39	30.22	32.27	33.69	65.46	14.73
Lane Group LOS	E	D	C	C	C	C	E	B
Critical Lane Group	Yes	No	No	No	No	Yes	No	No
50th-Percentile Queue Length [veh/ln]	6.33	8.10	0.24	5.61	3.74	35.25	2.02	16.70
50th-Percentile Queue Length [ft/ln]	158.13	202.48	6.11	140.15	93.48	881.22	50.43	417.58
95th-Percentile Queue Length [veh/ln]	11.91	14.56	0.62	10.80	7.75	56.43	4.58	27.32
95th-Percentile Queue Length [ft/ln]	297.64	364.05	15.59	269.92	193.82	1410.71	114.38	682.91

Movement, Approach, & Intersection Results

d_M, Delay for Movement [s/veh]	72.01	35.24	35.24	23.39	30.22	30.22	32.27	33.69	33.69	65.46	14.73	14.73
Movement LOS	E	D	D	C	C	C	C	C	C	E	B	B
d_A, Approach Delay [s/veh]	48.88			29.88			33.51			18.86		
Approach LOS	D			C			C			B		
d_I, Intersection Delay [s/veh]	31.34											
Intersection LOS	C											
Intersection V/C	1.074											

Sequence

Ring 1	-	2	-	4	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	-	6	-	8	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



**Intersection Level Of Service Report
Intersection 9: Glenwood Ave/Laurel St**

Control Type:	All-way stop	Delay (sec / veh):	22.0
Analysis Method:	HCM 2000	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.755

Intersection Setup

Name	Glenwood Avenue			Glenwood Avenue			Laurel Street			Laurel Street		
Approach	Northeastbound			Southwestbound			Northwestbound			Southeastbound		
Lane Configuration	+			+			+			+		
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name	Glenwood Avenue			Glenwood Avenue			Laurel Street			Laurel Street		
Base Volume Input [veh/h]	29	138	108	8	184	14	77	223	6	6	73	12
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	8	14	0	0	22	0	1	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	45	191	138	10	258	18	100	285	8	8	93	15
Peak Hour Factor	0.9500	0.9500	0.9500	0.9500	0.9500	0.9500	0.9500	0.9500	0.9500	0.9500	0.9500	0.9500
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	12	50	36	3	68	5	26	75	2	2	24	4
Total Analysis Volume [veh/h]	47	201	145	11	272	19	105	300	8	8	98	16
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Lanes

Capacity per Entry Lane [veh/h]	565	535	547	489
Degree of Utilization, x	0.69	0.56	0.76	0.25

Movement, Approach, & Intersection Results

95th-Percentile Queue Length [veh]	5.46	3.47	6.63	0.98
95th-Percentile Queue Length [ft]	136.38	86.81	165.86	24.44
Approach Delay [s/veh]	22.60	18.09	27.13	12.80
Approach LOS	C	C	D	B
Intersection Delay [s/veh]	22.04			
Intersection LOS	C			

Intersection Level Of Service Report
Intersection 10: Oak Grove Ave/Laurel St

Control Type: Signalized
 Analysis Method: HCM 2000
 Analysis Period: 15 minutes

Delay (sec / veh): 20.6
 Level Of Service: C
 Volume to Capacity (v/c): 0.925

Intersection Setup

Name	Oak Grove Avenue			Oak Grove Avenue			Laurel Street			Laurel Street		
Approach	Northeastbound			Southwestbound			Northwestbound			Southeastbound		
Lane Configuration	+			+			+			+		
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00			25.00			25.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name	Oak Grove Avenue			Oak Grove Avenue			Laurel Street			Laurel Street		
Base Volume Input [veh/h]	13	287	55	30	262	48	78	232	38	28	155	29
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	62	39	0	26	0	3	1	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	17	429	109	38	361	61	103	298	49	36	198	37
Peak Hour Factor	0.9000	0.9000	0.9000	0.9000	0.9000	0.9000	0.9000	0.9000	0.9000	0.9000	0.9000	0.9000
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	5	119	30	11	100	17	29	83	14	10	55	10
Total Analysis Volume [veh/h]	19	477	121	42	401	68	114	331	54	40	220	41
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	60
Coordination Type	Time of Day Pattern Isolated
Actuation Type	Fully actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	16.00

Phasing & Timing

Control Type	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss
Signal Group	2	2	2	6	6	6	8	8	8	4	4	4
Auxiliary Signal Groups												
Lead / Lag	Lag	-	-	Lag	-	-	Lag	-	-	Lag	-	-
Minimum Green [s]	4	4	4	4	4	4	4	4	4	4	4	4
Maximum Green [s]	16	16	16	16	16	16	16	16	16	16	16	16
Amber [s]	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All red [s]	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Split [s]	33	33	33	33	33	33	27	27	27	27	27	27
Vehicle Extension [s]	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Walk [s]	1	1	1	1	1	1	1	1	1	1	1	1
Pedestrian Clearance [s]	0	0	0	0	0	0	0	0	0	0	0	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I1, Start-Up Lost Time [s]	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
I2, Clearance Lost Time [s]	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Minimum Recall		No			No			No			No	
Maximum Recall		No			No			No			No	
Pedestrian Recall		No			No			No			No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	C	C	C	C
C, Cycle Length [s]	60	60	60	60
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	2.00	2.00	2.00	2.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	29	29	23	23
g / C, Green / Cycle	0.48	0.48	0.38	0.38
(v / s)_i Volume / Saturation Flow Rate	0.35	0.30	0.33	0.18
Total Saturation Flow Adjustment	0.94	0.89	0.79	0.87
s, saturation flow rate [veh/h]	1779	1696	1504	1657
c, Capacity [veh/h]	860	820	577	635
d1, Uniform Delay [s]	12.26	11.46	17.07	13.94
k, delay calibration	0.50	0.50	0.50	0.50
l, Upstream Filtering Factor	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	5.11	3.56	15.91	2.52
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.72	0.62	0.87	0.47
d, Delay for Lane Group [s/veh]	17.37	15.02	32.99	16.46
Lane Group LOS	B	B	C	B
Critical Lane Group	Yes	No	Yes	No
50th-Percentile Queue Length [veh/ln]	9.98	7.50	10.57	4.34
50th-Percentile Queue Length [ft/ln]	249.62	187.49	264.34	108.41
95th-Percentile Queue Length [veh/ln]	17.33	13.67	18.19	8.76
95th-Percentile Queue Length [ft/ln]	433.28	341.82	454.84	219.00

Movement, Approach, & Intersection Results

d_M, Delay for Movement [s/veh]	17.37	17.37	17.37	15.02	15.02	15.02	32.99	32.99	32.99	16.46	16.46	16.46
Movement LOS	B	B	B	B	B	B	C	C	C	B	B	B
d_A, Approach Delay [s/veh]	17.37			15.02			32.99			16.46		
Approach LOS	B			B			C			B		
d_I, Intersection Delay [s/veh]	20.65											
Intersection LOS	C											
Intersection V/C	0.925											

Sequence

Ring 1	-	2	-	4	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	-	6	-	8	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 12: Glenwood Ave/Garwood Way

Control Type:	Two-way stop	Delay (sec / veh):	23.5
Analysis Method:	HCM 2000	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.044

Intersection Setup

Name	Glenwood Avenue			Glenwood Avenue			Garwood Way			Garwood Way		
Approach	Northeastbound			Southwestbound			Northwestbound			Southeastbound		
Lane Configuration	+			+			+			+		
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name	Glenwood Avenue			Glenwood Avenue			Garwood Way			Garwood Way		
Base Volume Input [veh/h]	14	203	2	0	259	11	2	0	105	6	0	3
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800	1.2800
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	5	63	10	13	0	63	0	17	0	1	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	18	265	66	10	345	14	66	0	151	8	1	4
Peak Hour Factor	0.9000	0.9000	0.9000	0.9000	0.9000	0.9000	0.9000	0.9000	0.9000	0.9000	0.9000	0.9000
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	5	74	18	3	96	4	18	0	42	2	0	1
Total Analysis Volume [veh/h]	20	294	73	11	383	16	73	0	168	9	1	4
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Priority Scheme	Free	Free	Stop	Stop
Flared Lane			No	No
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance			No	No
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.02	0.00	0.00	0.01	0.00	0.00	0.24	0.00	0.24	0.04	0.00	0.01
d_M, Delay for Movement [s/veh]	8.16	0.00	0.00	8.05	0.00	0.00	23.48	23.03	16.51	23.51	17.81	11.26
Movement LOS	A	A	A	A	A	A	C	C	C	C	C	B
95th-Percentile Queue Length [veh/ln]	0.05	0.05	0.05	0.03	0.03	0.03	2.57	2.57	2.57	0.17	0.17	0.17
95th-Percentile Queue Length [ft/ln]	1.32	1.32	1.32	0.70	0.70	0.70	64.24	64.24	64.24	4.24	4.24	4.24
d_A, Approach Delay [s/veh]	0.42			0.22			18.63			19.60		
Approach LOS	A			A			C			C		
d_I, Intersection Delay [s/veh]	4.77											
Intersection LOS	C											

1300 El Camino Real

Vistro File: C:\...MPA011 PMwith restrictions.vistro

Scenario 6 Cumulative (2040) PM + Project

Report File: E:\MPA011PMwithrestrictiions

9/24/2021

Turning Movement Volume: Summary

ID	Intersection Name	Northeastbound			Southwestbound			Northwestbound			Southeastbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
3	Middlefield Rd/Glenwood Ave-Linden Ave	73	12	133	12	14	18	138	1099	31	14	722	102	2368

ID	Intersection Name	Northeastbound			Southwestbound			Northwestbound			Southeastbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
4	Middlefield Rd/Oak Grove Ave	175	251	62	12	142	100	152	998	26	73	609	163	2763

ID	Intersection Name	Northeastbound			Southwestbound			Northwestbound			Southeastbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
9	Glenwood Ave/Laurel St	45	191	138	10	258	18	100	285	8	8	93	15	1169

ID	Intersection Name	Northeastbound			Southwestbound			Northwestbound			Southeastbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
10	Oak Grove Ave/Laurel St	17	429	109	38	361	61	103	298	49	36	198	37	1736

ID	Intersection Name	Northeastbound			Southwestbound			Northwestbound			Southeastbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
12	Glenwood Ave/Garwood Way	18	265	66	10	345	14	66	0	151	8	1	4	948



STAFF REPORT

City Council

Meeting Date:

12/7/2021

Staff Report Number:

21-179-CC

Consent Calendar:

Approve and appropriate \$10,000 for a grant to support the Menlo Park Sister Cities Association and ongoing sister cities program, and authorize the city manager to execute a grant agreement

Recommendation

Staff recommends that the City Council approve and appropriate \$10,000 for a grant to support the Menlo Park Sister Cities Association and ongoing sister cities program, and authorize the city manager to execute a grant agreement with the association.

Policy Issues

Resolution No. 6294, adopted November 17, 2015, established the Sister City Committee. Resolution No. 6597, approved November 10, 2020, dissolved the City's advisory Sister City Committee and authorized the creation of a community based nonprofit to oversee the ongoing sister city program with the understanding of possible future city financial support.

Background

In 2013, Menlo Park signed its first friendship agreement with Galway, Ireland and then added three more, for a total of 4 relationships (Galway Ireland, Bizen Japan, Kochi India and Changzhou China.) In 2015, this friendship relationship with Galway was upgraded to full sister city status and the City Council appointed an advisory committee of five members plus two City Councilmembers to oversee the relationships, called the Sister City Committee. The Sister City Committee, as one of the advisory bodies of city government, enjoyed support and coordination from a staff liaison and program funding from within the city manager's department budget.

Since most Sister City programs around the world eventually move out of city government into independent nonprofits to scale more organically, this was requested and granted in the City Council's vote November 10, 2020, "to authorize the creation of a community nonprofit organization to oversee Menlo Park's sister cities program." At that time, it was noted that the new group would likely need financial support from the city, especially in the first few years of operation.

In 2021, the five outgoing members of the former Sister City Committee incorporated the "Menlo Park Sister Cities Association," plus two more filling out the board. Menlo Park's Mayor or City Council designee serves an Ex Officio board role per the bylaws. The Menlo Park Sister Cities Association is a nonprofit corporation registered in the State of California for the following purposes, as stated in its bylaws:

- A. To promote peace through international sister city relationships that foster goodwill, mutual respect, understanding, and cooperation between individuals within Menlo Park and its sister cities, and between our nations.
- B. To enrich and benefit Menlo Park residents, government and organizations

C. To generally support the goals of Sister Cities International.

Sister Cities International

Menlo Park's sister city program operates with the support and network provided by membership in Sister Cities International. Sister Cities International was created at President Eisenhower's 1956 White House summit on citizen diplomacy, where he envisioned a network that would be a champion for peace and prosperity by fostering bonds between people from different communities around the world. Sister Cities International is a nonpartisan 501(c)(3) nonprofit which serves as the national membership organization for individual sister cities, counties and states across the U.S. This network unites tens of thousands of citizen diplomats and volunteers in nearly 500 U.S. cities with over 1,800 partnerships in 138 countries on six continents. Sister city relationships offer members the opportunity to form connections between communities that are mutually beneficial and which address issues that are most relevant for partners. Programs vary greatly from basic cultural exchange programs to shared research and development projects.

More than 87 California cities have sister city programs and partnerships with more than 380 cities worldwide. Not all of these are affiliated with Sister Cities International, but most are and they benefit from the program support, networking and membership resources of the national organization. Approximately 2/3 of programs are governed by an independent nonprofit.

Sister Cities International recommends a number of ways that cities should organize sister city programs. Sister city organizations may be run by a group of volunteers, the municipal government or by some combination of these. Most often, sister city organizations are incorporated as 501(c)(3) nonprofits, although the municipal government may have representation or a formal relationship with the group. Many are governed by a board of directors or commission, although the majority of members are volunteers from all sectors of the community. Most municipal contacts for sister city organizations are in the city manager or economic development offices.

Analysis

Nonprofit formed in 2021

The Menlo Park Sister Cities Association was formed in 2021 and has since adopted articles of incorporation, bylaws, an initial budget and filed with the State of California. Tax exemption and 501(c)(3) nonprofit status is being sought from the Internal Revenue Service, with the determination letter expected to arrive anytime. The corporation is a legal entity with its own bank account, mailing address and board of directors.

The nonprofit serves as the city's authorized group to interact with and foster sister city relationships. In the future, should new sister cities be recommended, it will be the group to make recommendations to the City Council. The nonprofit will maintain close communication and positive relations with the city government and values a member of the City Council serving as an ex officio board member.

The nonprofit is committed to maintaining membership in Sister Cities International and involvement with the Northern California Chapter of Sister Cities International (state affiliate.) The annual Sister Cities International dues are part of the nonprofit's budget. The \$10,000 funding request submitted to the City, intends to cover the initial financial support needed to get the organization off the ground and cover expenses that are typically involved in running the program, hosting visiting delegations and growing the relationships with each international friendship/sister city.

Current status of the sister city program

Two of the City's four relationships remain active. Bizen, Japan and Galway, Ireland, are both full sister cities and active. The Changzhou (Xinbei), China and Kochi, India affiliations, both of which are friendship cities, are relatively inactive at this time. During the current worldwide pandemic, many sister city and friendship city programs have paused but look forward to the future when travel restrictions are lifted and the COVID-19 threat is reduced through vaccinations and current health protocols.

Impact on City Resources

In previous years, the sister city program was part of the city budget and allocated not more than \$15,000 per year plus staff time. This provided for expenses and coordination needed to renew annual membership in Sister Cities International and the public purpose program needs related to delegation visits (planning, transportation, meals, admission fees, etc.), Sister City Committee operations and ceremonial gifts. Now that the nonprofit is established, it is anticipated that the organization may seek financial support for the first few years as it works to develop its own fundraising abilities. The City Council can approve and appropriate financial support to the organization as the City Council may choose. Funding would come from the unreserved general fund balance since the program was not included in the city budget for fiscal year 2021-22.

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. Funding request letter
- B. Draft grant agreement

November 1, 2021

Mayor Drew Combs and
Menlo Park City Council
701 Laurel St.
Menlo Park, CA 94025

Mayor Combs and City Council,

First, we would like to thank the City of Menlo Park for its past annual funding of \$15,000 in yearly allowance plus staff time, during the five years of its city-appointed Sister City Committee. I was invited to join that new committee in 2016 and became its chair. I went from not understanding much about sister cities, to becoming thoroughly vested in how they can benefit our city.

Now that this activity has been spun out of the City into an independent association in startup mode, **we are asking the city for \$10,000 in funding** to support the expenses, as part of transitioning Menlo Park's Sister Cities program to a community-based organization. This will ensure continuation of the Sister City activity, including first-year incorporation fees, website hosting, mailbox, membership in Sister Cities International, audit and preparations for sending a student delegation to Bizen, Japan in summer 2022. Please see our enclosed budget. The seven board members are convinced of its potential benefit to the city, and that is why we are volunteering our time to run it, and have contributed personally to these startup costs.

For reference, below is more background on the new Menlo Park Sister Cities Association.

What does the Sister City program do?

The City of Menlo Park enjoys a valuable sister city program that brings global awareness and cultural understanding to Menlo Park. Already the city has experienced firsthand the impact from its small investment in people-to-people diplomacy, and there is potential for synergistic international exchange in business, education and government.

In its first five years of service to Menlo Park, the Sister City Committee helped facilitate:

- Four youth-exchanges with Bizen, Japan including organizing 20 Menlo Park student delegates and chaperones to visit Bizen for a week of homestay and cultural experiences, and hosting 20 Japanese students and chaperones in homes here. The visiting Japanese students met with students in Hillview Middle School, Menlo School and members of Menlo Park's Boy Scout Troop 222, among others. Menlo Park's student delegates experienced speaking to Japanese press, touring Hiroshima and meeting people personally impacted by that event, and touring schools to see the differences, such as how Japanese students make, serve, and clean up after their daily lunch in their own classrooms. Then they brought back those profound cultural experiences to Menlo Park and shared what they learned with their friends and community. Further, 15 host families in Menlo Park enjoyed an international experience hosting someone from Bizen.
- Several Mayoral and resident reciprocal visits occurred with Galway, Ireland. Menlo Park heightened awareness of its roots and brand identity through this connection.
- Three annual visits by college students from Kochi, India, to meet and exchange ideas with residents, schools and startups in Menlo Park.

- Tree planted at Laurel School Upper Campus honoring the relationship with Galway – dedication to come

(For a brief recap on the activities of that nascent Sister City Committee in just one year, see [this presentation](#) made to the City Council in February 2020.)

Menlo Park's program is still in its infancy, compared to mature programs like Palo Alto's 60-year-old program with 8 cities, 3 student exchanges and around 1,500 town members. There is great potential ahead, but it will take time to ramp up, so we are starting modestly to ensure we maintain the important ties and bonds that continue to make Menlo Park stronger. Menlo Park's new association plans to maintain and build on the existing Sister City activities, gradually expanding the involvement of residents and businesses for the benefit of Menlo Park over time and developing independent funding sources.

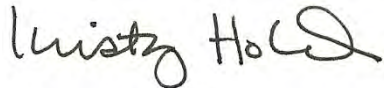
The purpose of the new association is to benefit Menlo Park, as stated in its bylaws:

- a) To promote peace through international Sister City relationships that foster goodwill, mutual respect, understanding and cooperation between individuals within Menlo Park and its Sister Cities, and between our nations.
- b) To enrich and benefit Menlo Park residents, government and organizations
- c) To generally support the goals of Sister Cities International [This was created at President Eisenhower's 1956 White House summit on citizen diplomacy, where he envisioned a network that would be a champion for peace and prosperity by fostering bonds between people from different communities around the world.]

I speak for my fellow board members, in saying that we are thrilled to be continuing the work that the city started, in the newly incorporated Menlo Park Sister Cities Association.

If you have any questions, please contact me at president@menloparksistercities.org. Thank you so much for supporting the continuity of this enriching activity.

Sincerely,



Kristy Holch
President
Menlo Park Sister Cities Association

Budget

2021-2022 Menlo Park Sister City Association Budget				
Fiscal year starts October, ends September.				
2021 summer almost no expenses due to covid shutdown. No need for costly audit and insurance.				
2022 summer we'll send 10 US kids to Bizen. Possibly host Galway mayor visit. TBD.				
2023 summer we'll host Bizen delegation in US.				
	Jan-Sept 2021	10/21 - 9/22	10/22 - 9/23	Notes
Expected Income				
City of Menlo Park		10,000	10,000	
Business Donors + In-Kind			8,000	\$3K Japan delegates bus, \$3K Japan delegation meals, \$1K Galway mayor hotel
Board Members Donations	1,500	1,500	1,500	
Individuals			200	
Foundations/Grants (?)				
Total Income	1,500	11,500	19,700	
Expenses				
Overhead/Admin				
Bookkeeping/Audit	0	1,500	1,500	Could be more
Insurance (Liability, Etc.)	0	4,000	4,000	Liability, Umbrella, Director's
S.C.I. Dues	610	628	647	Allowing 3% inflation increase
Website & Email	364	375	386	Allowing 3% inflation increase
Post Office Box	250	258	265	https://postboxes.usps.com/findBox.html?q=94025
Outreach, fundraising, etc.	0	500	200	Ads, postage, stationary, newsletter, flyers, promotional/gifts (Almanac to thank sponsors)
Misc	50	500	500	printing costs, commemorative plaque, etc.
Total Overhead	1,274	7,761	7,499	
Program Costs				
Japan Exchange				
Host Delegation from Japan	0	0	12,000	Bus rental, meals, tickets for delegation and US host families
Send Delegation to Japan	0	1,000	0	Print t-shirts, host a dinner before/after send delegation to Japan
Galway	0	600	600	Mayoral exchange - dinner (s), rental car/parking, gift
Others	0	50	50	Incidentals, parking, meal for visit, etc.
Misc	200	500	500	Send penpal Menlo Park gifts, host a gathering, advertising, books for exchange, etc.
Total Program Costs	200	2,150	13,150	
Total Expenses	1,474	9,911	20,649	
Net Income	26	1,589	-949	

GRANT AGREEMENT

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



Agreement #:
AGREEMENT BETWEEN THE CITY OF MENLO PARK AND MENLO PARK SISTER CITIES ASSOCIATION
THIS AGREEMENT made and entered into at Menlo Park, California, this _____ by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and MENLO PARK SISTER CITIES ASSOCIATION hereinafter referred to as "FIRST PARTY."
WITNESSETH: WHEREAS, FIRST PARTY provides services that respond to the public purpose program needs of Menlo Park residents in the category of: a) To promote peace through international sister city relationships that foster goodwill, mutual respect, understanding, and cooperation between individuals within Menlo Park and its sister cities, and between our nations; b) To enrich and benefit Menlo Park residents, government and organizations; c) To generally support the goals of Sister Cities International; and WHEREAS, FIRST PARTY has requested financial assistance in order to conduct the program for residents of City during the fiscal year commencing July 1, 2021, and ending June 30, 2022; and WHEREAS, City has reviewed said request and desires to allocate to FIRST PARTY the sum of ten thousand and no/100 dollars (\$10,000.00). NOW, THEREFORE, the parties hereto do hereby agree as follows:
1. FINANCIAL ASSISTANCE
City shall allocate to FIRST PARTY the sum of ten thousand and no/100 dollars (\$10,000.00) for exclusive use by FIRST PARTY during the fiscal year commencing July 1, 2021, and ending June 30, 2022.
2. USE OF FUNDS
FIRST PARTY shall use the funds provided pursuant solely to the program purposes described in the funding request letter submitted to the City.
3. CHANGES TO PROGRAM
No changes in the program described in this agreement which are funded by the financial assistance provided in this agreement be made without the prior written consent of City.
4. PAYMENTS
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 under this agreement shall be made to FIRST PARTY once the agreement is executed.
5. STANDARD OF SERVICE
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.
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 July 31, 2022, 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.

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 City 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.

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

FIRST PARTY:

Kristy Holch, President
Menlo Park Sister Cities Association

Date

APPROVED AS TO FORM:

Nira F. Doherty, City Attorney

Date

CITY OF MENLO PARK:

Starla Jerome-Robinson, City Manager

Date

ATTEST:

Judi A. Herren, City Clerk

Date



STAFF REPORT

City Council

Meeting Date: 12/7/2021
Staff Report Number: 21-233-CC

Consent Calendar: Approve a modified design for the Sharon Road sidewalk project

Recommendation

Staff recommends that the City Council approve a modified design for the Sharon Road sidewalk project. The modified design includes a five-foot wide concrete sidewalk along the north side of Sharon Road, from Alameda de las Pulgas to Altschul Avenue, and shifts the roadway centerline one foot north from its previously approved design. The design, and the proposed changes from the design approved in January 2021, are described further below in the Analysis section and illustrated in a conceptual plan in Attachment A.

Policy Issues

The project is consistent with the 2016 general plan circulation element and is included in the fiscal year 2021-22 capital improvement program. Circulation element policy CIRC-1.9 supports Safe Routes to School programs which enhance the safety of school children who walk and bike to school.

Background

On January 26, 2021, the City Council approved a preferred project design (Attachment B) for a concrete sidewalk (Option B), and issued direction to widen the sidewalk to six feet, thereby shifting the existing roadway centerline two feet south. The City Council also approved Resolution 6610, eliminating on-street parking along the north side of Sharon Road (within the project limits) and establishing a 15 mph school zone per the California Vehicle Code in the vicinity of La Entrada School. The City Council further directed staff to consider a bulb-out at Altschul Avenue, install signage outside the sidewalk area, narrow travel lanes to 10-feet where feasible, and protect existing heritage trees. Following this action, construction drawings were prepared and substantially completed in spring 2021.

In March 2021, Save Our Menlo Park Neighborhoods filed a petition alleging the City violated the California Environmental Quality Act (CEQA) during the deliberations on the project. On November 9, 2021, the City Council voted unanimously to authorize a settlement agreement with Save Our Menlo Park Neighborhoods which obligates the City to consider the design modifications summarized below.

Analysis

Project design summary

The modified project design is summarized in Table 1 and shown per Attachment A. In short, the proposed sidewalk width was reduced from six to five feet by moving the curb line one foot to the north. The sidewalk is designed to meet the Americans with Disabilities Act (ADA) and City standards and remains concrete with

a vertical curb between at-grade driveways. The new sidewalk width shifts the proposed curb, gutter, striping, and roadway centerline one foot north from its previous design, thereby widening the new valley gutter along the south side of Sharon Road. Other design features, such as intersection improvements per Table 1, remain generally unchanged from the January 26 City Council meeting. The revised design is still consistent with adopted Resolution 6610, which authorized removal of on-street parking on the north side of Sharon Road between Alameda de las Pulgas and Altschul Avenue.

The resulting lane widths are between 10 and 11 feet, and the plans include a bulb-out at the new curb ramp at Altschul Avenue. Sign posts are proposed to be located outside of the sidewalk footprint. Consistent with Municipal Code Chapter 13.24, an arborist report (i.e., tree protection plan) was prepared in spring 2021, which confirmed that project construction would not impact heritage trees along the north side of Sharon Road and provided recommended tree protection measures that would be incorporated into the project’s construction specifications. One heritage tree located on the southwest corner of the intersection of Altschul Avenue would be removed due to a conflict with the proposed sidewalk, which was consistent with the prior approved design. A replacement tree will be included in the project’s landscape plans per the City’s heritage tree ordinance requirements.

Table 1: Project design summary	
Sidewalk description	All sidewalk and driveways shall be designed per ADA and City standards. The proposed concrete sidewalk includes a vertical curb and gutter between at-grade driveway approaches and is generally five feet wide.
Intersection improvements	ADA sidewalks, driveways, and curb ramps are proposed at Altschul Avenue. The project also proposes a new ramp and connecting sidewalk at the northwest corner of Alameda de las Pulgas. Alameda de las Pulgas is within San Mateo County’s jurisdiction and the City will continue to coordinate with the County to construct this curb ramp modification as part of Sharon Road project construction. Future improvements at the intersection of Alameda de las Pulgas would be constructed as part of the County’s Santa Cruz Avenue Corridor Plan (which also includes portions of the Alameda.)
Drainage improvements	The north side of Sharon Road includes a vertical curb and gutter to convey drainage and correct low points. The south side includes a valley gutter, varying from two to three feet wide, based on-site constraints.
On-Street parking	North side on-street parking has been restricted within the project limits. The project does not change the existing south side on-street parking, which is retained where available right of way width allows.
Bicyclist safety	Sharon Road is categorized as a bicycle boulevard, a low volume, residential street with shared bicycle and vehicle access. A Class III bicycle route with shared lane markings (sharrows) is proposed.
Speed reduction	The project would install a 15 mph zone at La Entrada Middle School per Resolution 6610. The resolution was approved by the City Council January 26, 2021 and establishes a 15 mph zone at 500 feet from school grounds when children are present per the California Vehicle Code. Signage for the speed reduction will be installed at all intersections per Attachment C.
Tree protection	All street and heritage trees are to be protected with the exception of one heritage-size street tree that conflicts with the proposed sidewalk at the intersection of Altschul Avenue. Tree protection measures per the Arborist Report will be incorporated into the project’s specifications.

Next steps

Subject to the City Council's approval of the revised design, the project is tentatively scheduled for construction bidding in spring 2022. Construction is anticipated to be completed prior to the start of the 2022-23 school year. Staff will continue to coordinate with La Entrada Middle School and San Mateo County (for improvements at Alameda de las Pulgas), and notify the residents of Sharon Road as the project schedule develops. These coordination efforts include facilitating sewer lateral upgrade requests with West Bay Sanitary District, distributing property exhibits to owners (detailing site improvements and frontage impacts), and issuing notices prior to construction.

Impact on City Resources

This project is included in the capital improvement program with a total budget of \$935,000 and approximately \$750,000 remaining. Preliminary estimates for construction, including, contingencies and construction administration, total \$700,000. A detailed project budget will be included as part of the construction award, pending approval of the design modifications by the City Council.

Environmental Review

The project is categorically exempt under Section 15301 – Class 1 and Section 15304 – Class 4 of the current CEQA Guidelines. Both sections allow for minor alterations of existing facilities, including existing highways and streets, sidewalks, gutters, bicycle and pedestrian access, and similar facilities, as long as there is negligible or no expansion of use.

Public Notice

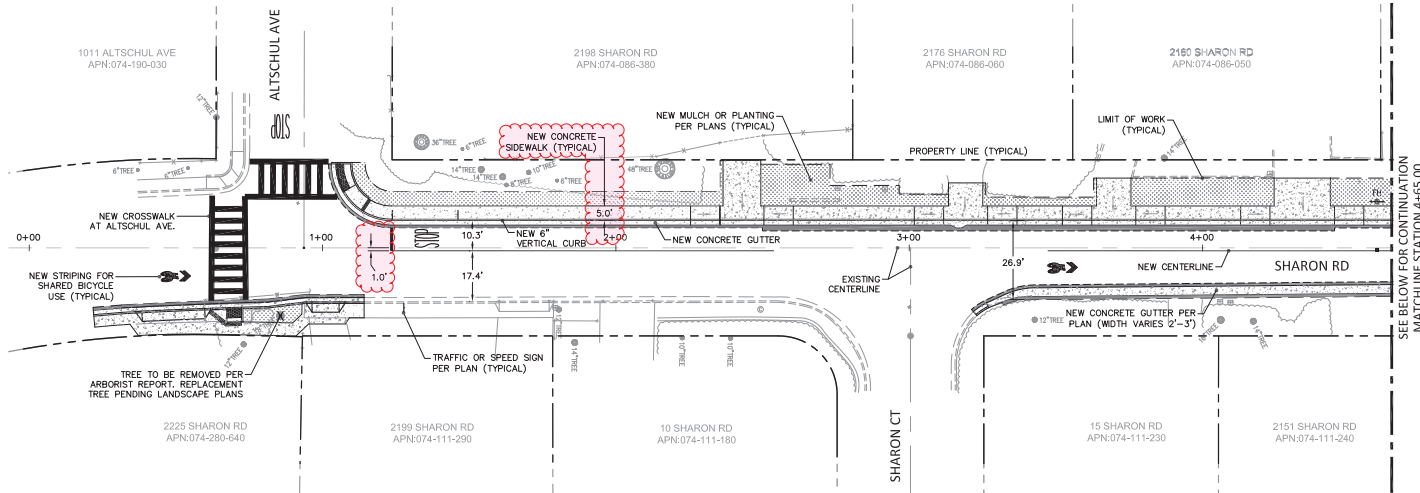
Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Staff also advertised the meeting in La Entrada Middle School's PTA Newsletter, on Nextdoor and the City's project webpage, and on the Parents for Safe Routes website prior to the meeting.

Attachments

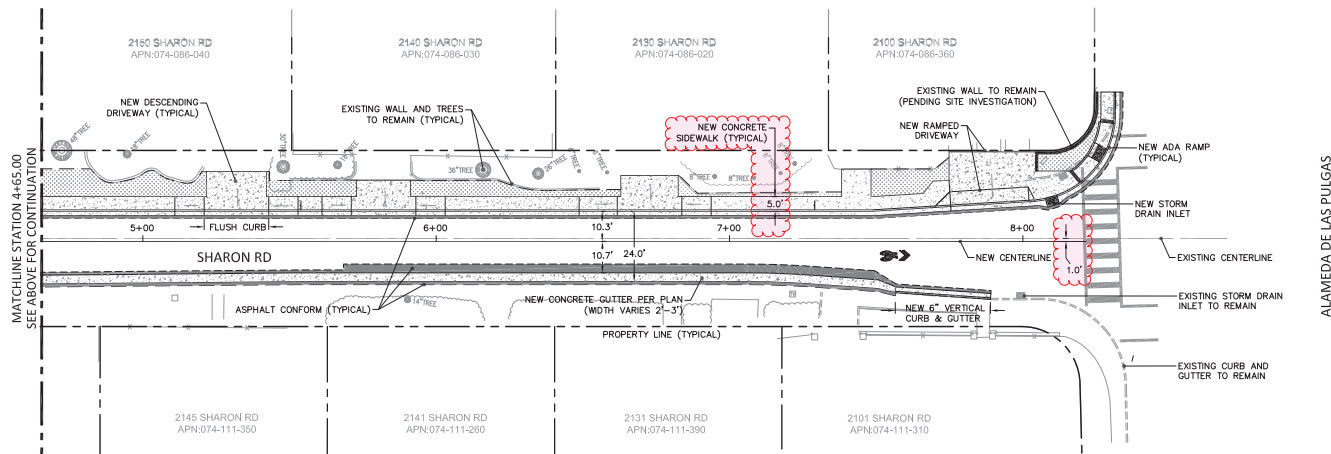
- A. Site improvement plan
- B. Hyperlink – Sharon Road Staff Report – January 26, 2021:
[menlopark.org/DocumentCenter/View/27212/G1-20210126-CC-Sharon-Rd-sidewalk-project](https://www.menlopark.org/DocumentCenter/View/27212/G1-20210126-CC-Sharon-Rd-sidewalk-project)
- C. School speed zone map

Report prepared by:
Michael Fu, Senior Civil Engineer

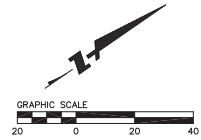
Report reviewed by:
Karen Pachmayer, Interim Assistant Public Works Director



- NOTES:
1. IMPROVEMENTS SHALL BE ACCESSIBLE PER GUIDELINES UNDER THE AMERICANS WITH DISABILITIES ACT (ADA) AND THE CITY STANDARD DETAILS.
 2. UNLESS OTHERWISE NOTED, ALL EXISTING FEATURES BEYOND THE LIMIT OF WORK ARE TO BE PROTECTED IN PLACE.
 3. THIS EXHIBIT IS MEANT FOR COORDINATION ONLY. PUBLIC WORKS WILL USE THE INFORMATION HEREIN AS THE BASIS OF DESIGN FOR FUTURE CONSTRUCTION DRAWINGS WHEN AUTHORIZED.
 4. ALL SIGNS SHALL BE INSTALLED OUTSIDE THE PROPOSED SIDEWALK AREA.



ALAMEDA DE LAS PULGAS



DATE: 10/20/21
 SCALE: 1" = 20'
 DRAWN BY:
 DESIGNED BY:
 CHECKED BY:
 SURVEYED BY:

NOT FOR CONSTRUCTION



CITY OF MENLO PARK
ENGINEERING DIVISION
 701 LAUREL STREET, MENLO PARK, CA 94025-3483
 PHONE (650) 330-8740 FAX (650) 327-5497

SHARON ROAD SIDEWALK PROJECT
 SITE IMPROVEMENT PLAN

SCHOOL SPEED ZONE MAP



LEGEND

-  15mph zone at school frontage*
-  500ft extension of 15mph zone*

*15mph zones are shown approximately and for reference only. All information is based on California Vehicle Code 22358.4



STAFF REPORT

City Council

Meeting Date: 12/7/2021

Staff Report Number: 21-234-CC

Consent Calendar: Waive second reading and adopt Ordinance No. 1082 rezoning property at 1395 Chrysler Drive and 105-155 Constitution Drive for a City stormwater pump station project

Recommendation

Staff recommends that the City Council waive a second reading and adopt Ordinance No. 1082 to change the zoning of an approximately 3,600 square-foot portion of an existing approximately 8.9-acre parcel at 105-155 Constitution Drive from M-3-X (Commercial Business Park, Conditional Development District) to the P-F (Public Facilities) district and to change the zoning of an approximately 3,600 square-foot portion of an existing approximately 5,000 square-foot parcel at 1395 Chrysler Drive from P-F to M-3-X zoning (Attachment A.) The rezoning is related to a new City stormwater pump station to replace an existing pump station located at 1395 Chrysler Drive (formerly addressed 1221 Chrysler Drive.)

Policy Issues

The proposed project requires the City Council to consider the merits of the request, including consistency with the City's general plan, municipal Code, and other adopted policies and programs. The City Council will need to consider rezoning the portions of the subject parcels to be exchanged for consistency with the general plan land use designations and zoning of the existing parcels to which the land would be added.

Background

To simplify directional references used in this staff report, roadways parallel to Bayfront Expressway (State Route 84) are described as having an east-west orientation and roadways parallel to Chrysler Drive are described having a north-south orientation. The City-owned subject parcel is located at 1395 Chrysler Drive, southwest of the intersection of Chrysler Drive and Bayfront Expressway, and is zoned P-F with a general plan land use designation of Public/Quasi Public. The Bohannon Development Corporation-owned subject parcel bordering the City-owned parcel to the north, south and west is zoned M-3-X with a general plan land use designation of Commercial Business Park, and is part of the Constitution Drive phase of the Menlo Gateway project. The parcel is developed with two parking structures and two office buildings along Constitution Drive between Marsh Road and Chrysler Drive.

Currently, the City-owned project site contains a concrete pump station building, constructed in 1958. Although the existing pump station is located in the 100-year event flood zone, it is designed to provide flood protection from a 10-year storm event. The new pump station has been designed to provide flood protection from a 100-year storm event.

At its November 16, 2021 meeting, the City Council held a public hearing and first reading of the rezoning ordinance and approved a resolution amending the general plan to change the land use designation of an approximately 3,600 square-foot portion of an existing approximately 8.9-acre parcel at 105-155 Constitution Drive from Commercial Business Park to Public/Quasi-Public and to change the land use designation of an approximately 3,600 square-foot portion of an existing approximately 5,000 square-foot parcel at 1395 Chrysler Drive from Public/Quasi-Public to Commercial Business Park. A staff report from the November 16, 2021 meeting is provided as a hyperlink near the end of this report (Attachment B.)

The general plan amendment and rezoning are associated with an exchange of equal amounts of land between the City and Bohannon Development Corporation, which would allow the pump station to be set back farther from Chrysler Drive for improved aesthetics, easier parking and access of utility vehicles (when needed), and the potential for reduced conflicts and increased safety by locating the facility further from the public right-of-way. The requested entitlements would also permit the City and Bohannon Development Corporation to retain parcels with consistent land use and zoning designations. The exchange of land between the two parties has been reviewed through an administrative lot line adjustment.

Analysis

Given the incompatibility of the existing land use and zoning with the intended ownership and development of the land proposed to be exchanged, the City applied for a general plan amendment and rezoning of the areas to be acquired by each party. With the recently approved general plan and amendment and proposed rezoning:

- The City would receive an approximately 3,600-square-foot area of land rezoned P-F with a land use designation of Public/Quasi Public. The development of a pump station is a permitted use in the P-F district; and
- The Bohannon Development Corporation would receive an approximately 3,600-square-foot area of land zoned M-3-X with a land use designation of Commercial Business Park. The remainder of the existing approximately 8.9-acre parcel to which the new area would be added has the same zoning and land use designations, and all proposed uses of the property would fit with the development and context of the existing Menlo Gateway Constitution Site and be subject to the conditional development permit that currently governs the site.

The general plan amendment and rezoning would become effective 30 days after respective City Council approvals, or upon recordation of the deeds transferring titles to the lands between the City and Bohannon Development Corporation, whichever date is later.

Impact on City Resources

The City, as the pump station project sponsor, is required to pay planning, building and public works permit fees, based on the City's master fee schedule, to fully cover the cost of staff time spent on the review of the project.

Environmental Review

The proposed rezoning is exempt from review under section 15061(b)(3) of the current California Environmental Quality Act (CEQA) Guidelines. The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. There is no possibility that the activity in question may have a significant effect on the environment, given that the land receiving new land use designations and zoning is small in area (approximately 7,200 square feet total), being exchanged between the two parties in equal amounts, and matches the land use designations and zoning of the parcels to which the land is being added.

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. 1082 rezoning properties
- B. Hyperlink – November 16, 2021 City Council Staff Report:
menlopark.org/DocumentCenter/View/30028/D1-20211116-CC-Chrysler-pump-station

Report prepared by:
Tom Smith, Acting Principal Planner

Report reviewed by:
Deanna Chow, Assistant Community Development Director

ORDINANCE NO. 1082

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
REZONING PORTIONS OF PROPERTIES WITH ASSESSOR'S PARCEL
NUMBERS 055-234-010 AND 055-234-280**

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

Section 1. The City Council of the City of Menlo Park hereby finds and declares:

- A. A request for consideration of a rezoning application was filed by the City of Menlo Park ("City") to modify the zoning for approximately 3,600 square feet of a parcel addressed 1395 Chrysler Drive (APN: 055-234-010) from P-F (Public Facilities) to M-3-X (Commercial Business Park, Conditional Development District), and an equal portion of a parcel addressed 105-155 Constitution Drive (APN: 055-234-280) from M-3-X to P-F. The rezoning would result in the parcels being modified as depicted in Exhibit A of this ordinance.
- B. The existing and proposed development on the parcels to be rezoned would comply with all standards of the City's zoning ordinance, including all development regulations and parking standards, and is consistent with the City's general plan goals, policies, and programs. The rezoning is also consistent with the architectural control and use permit for the City storm water pump station project approved by the Planning Commission on January 8, 2018 and February 21, 2021, respectively, which were determined to be categorically exempt from review under CEQA pursuant to Section 15302 (Replacement or Reconstruction) of the current CEQA Guidelines.
- C. The rezoning is in the public interest and will further the public health, safety, comfort, and general welfare because it would allow the development of a City storm water pump station capable of managing a 100-year flood to replace the existing storm water pump station capable of managing only a 10-year flood.
- D. The rezoning will not adversely affect the improvements in the neighborhood or the general welfare of the city because it would allow the proposed pump station to be set back farther from Chrysler Drive for improved aesthetics, easier parking and access of utility vehicles (if needed), and the potential for reduced conflicts and increased safety by locating the facility farther from the public right of way. The zoning of the portions of the parcels to be exchanged between the City and Bohannon Development Corporation would match the existing zoning of the parcels to which they would be joined, and would maintain consistency with the zoning of the existing neighborhood.
- E. All required public notices and public hearings were duly given and held according to law, and after public notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on November 1, 2021 whereat all persons interested therein might appear and be heard. After closing the public hearing, the Planning Commission considered all pertinent information, documents, exhibits, and all other evidence in the public record regarding the proposed rezoning. Following the public hearing, the Planning Commission unanimously recommended approval of the proposed rezoning to the City Council.
- F. On November 16, 2021, the City Council held a public hearing and separately reviewed and considered all pertinent information, documents, exhibits, and all other evidence in the public record regarding the proposed rezoning. The City Council, having fully reviewed, considered,

and evaluated all the testimony and evidence submitted in this matter, finds that the proposed rezoning is appropriate.

Section 2: Recitals. That the Recitals herein are true and correct and incorporated and adopted as findings of the City Council as are fully set forth in this Ordinance.

Section 3: CEQA. The City Council reviewed the proposed rezoning on November 16, 2021, and found the activity to be exempt from review under section 15061(b)(3) of the current California Environmental Quality Act (CEQA) Guidelines. The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. There is no possibility that the activity in question may have a significant effect on the environment, given that the land to be rezoned is small in area (approximately 7,200 square feet total), being exchanged between the two parties in equal amounts, and matches the zoning of the parcels to which the land is being added. Therefore, the rezoning is not subject to CEQA.

Section 4: Rezoning Approval. That the rezoning is in compliance with all applicable City general plan goals, policies and programs, all applicable standards of the City's zoning ordinance, and is consistent with the City's General Plan, as amended pursuant to City Council Ordinance No. 1082, adopted the seventh day of December, 2021, and therefore the City Council hereby approves the rezoning as provided in Exhibit A to this ordinance, attached hereto and incorporated herein by this reference.

Section 5: Timing of Approval. The rezoning shall become effective upon the later of (i) 30 days after the date of adoption of this ordinance by the City Council or (ii) the date of recording of the deeds transferring title to the lands described herein between the City of Menlo Park and Bohannon Development Corporation in the San Mateo County Recorder's Office.

Section 6: Publication. The City Clerk is hereby ordered and directed to certify the passage of this Ordinance by the City Council of the City of Menlo Park, California and cause the same to be published in accordance with State law.

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INTRODUCED on the sixteenth day of November, 2021.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said City Council on the seventh day of December, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Drew Combs, Mayor

ATTEST:

Judi A. Herren, City Clerk

Exhibits

A. Rezoning exhibit



CITY OF
MENLO PARK

105-155 Constitution Drive

REZONING: PF (Public Facilities)
to M3(X) (Commercial Business
Park, Conditional Development)

1395
Chrysler
Drive

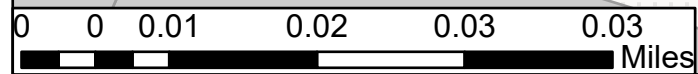
REZONING: M3(X) (Commercial
Business Park, Conditional
Development) to PF (Public
Facilities)

161 Constitution Drive

Constitution Dr

Chrysler Dr

150 Constitution Drive





STAFF REPORT

City Council

Meeting Date:

12/7/2021

Staff Report Number:

21-242-CC

Consent Calendar:

Adopt Resolution No. 6692 authorizing the city manager to submit a grant application from the California Department of Parks and Recreation for the Haven Avenue streetscape project

Recommendation

Staff recommends that the City Council adopt Resolution No. 6692 authorizing the city manager to submit a grant application in the amount of \$600,000 from the California Department of Parks and Recreation for construction of the Haven Avenue streetscape project (Attachment A.)

Policy Issues

The project is consistent with policies stated in the 2016 general plan circulation element. 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. The project is included in the 2021-22 capital improvement plan.

Background

In the City's 2015-2023 housing element, Haven Avenue was designated as a future site for higher-density housing development. Per this vision, 540 housing units were constructed along Haven Avenue between 3645 Haven Avenue (Elan Menlo Park) and 3639 Haven Avenue (Anton Menlo.) The transportation requirements for these housing developments included pedestrian and bicycle improvements along Haven Avenue between Marsh Road and approximately 3715 Haven Avenue. This area of Haven Avenue is under Caltrans jurisdiction. In June 2017, The City Council adopted Resolution No. 6389 to remove parking on both sides of Haven Avenue between 3715 Haven Avenue and Marsh Road and amended the existing maintenance agreement between the City and Caltrans.

The Haven Avenue streetscape project includes construction of a dedicated pedestrian/bicycle bridge over the Atherton Channel at Haven Avenue, addition of over 20 new trees, complete pavement rehabilitation, replacement of curb ramps and improvements to the existing median to provide a crossing refuge at the Marsh Road/Haven Avenue/Bayfront Expressway intersection, modification of the existing traffic signal, and widening of sidewalks. The Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration project will be responsible for the sidewalk, curb ramp, and gutter at the entrance of Bedwell Bayfront park, hence this portion would not be included in this contract, but is shown for reference on the design plans. A site map showing the planned improvements is attached (Attachment B.)

These improvements were designed and intended to be constructed by Anton Menlo along Haven Avenue, and require an encroachment permit from Caltrans. Although the Anton Menlo development was completed in 2018 and the Haven Avenue improvement plans were approved, improvements were not constructed due to changes in the scope of work, permit constraints, and escalation of construction costs resulting in a

funding gap. The construction bid of \$1,354,090 for the Haven Avenue streetscape improvements received at the time was well above the \$469,000 committed to the project under the approved funding agreement.

In February 2020, the City Council authorized the execution of funding agreements with the City/County Association of Governments of San Mateo County (C/CAG) for \$374,000 and the California Department of Transportation for \$300,000, and released a bond in the amount of \$469,000 from Anton Menlo for the Haven Avenue streetscape improvements project. To date, staff has also secured \$170,000 in funding from the San Mateo County Transportation Authority (SMCTA) Measure A grade pedestrian and bicycle program, to extend these improvements and eliminate gaps in the existing bikeway and sidewalk network within the City. Available project funding is shown in Table 1 below.

Analysis

As described above, the cost estimate for constructing the proposed designs exceeded the original estimate and the available funding, so staff has continued to identify additional funds to close the funding gap. In May 2021, State Assembly member Marc Berman’s office contacted staff to offer funding support for infrastructure projects as part of the state’s fiscal year 2021-22 budget. The Haven Avenue streetscape project was selected to receive an additional \$600,000 in funding from a grant from the California Department of Parks and Recreation to help close the funding gap. A summary of the funds to complete the Haven Avenue streetscape project is listed in Table 1.

Table 1: Available and proposed funding	
Development Contributions	\$469,000
C/CAG	\$374,000
Caltrans	\$300,000
SMCTA Measure A	\$170,000
City funds (Transportation Impact Fee)	\$434,000
Proposed California Department of Parks and Recreation grant	\$600,000
Total funds available	\$2,347,000

The estimated project costs are listed in Table 2. As noted above, construction costs have continued to escalate and changes to the scope of work have also been incorporated as follows:

1. Permit constraints and renewals: Staff and the consultant needed to finalize the bid package, obtain a new encroachment permit from Caltrans, and renew the fish and wildlife permit.
2. Revised scope of work: The original estimate for pavement and street work was based on rehabilitating the pavement with hot mix asphalt. The current design includes rubberized asphalt concrete since it is a mixed-use collector street, following the City Council direction from April 20, 2021. This change increased the construction cost estimate by approximately \$74,000.
3. Heritage Tree removal requirement: The tree removal and replacement requirements have changed to comply with the City’s current heritage tree ordinance which went into effect in July 2020, and the project now will install 20 additional trees to comply with the replacement planting requirements. This adds approximately \$43,000 to the project cost estimate.

Table 2: Estimated project costs	
Construction	\$1,717,260
Consultant services (prepare design drawings and bid package; revised designs to include rubberized asphalt and followed requirements of City’s new heritage tree ordinance, and secured permit renewals; provide construction management support)	\$187,770
Construction contingency (~15% of construction)	\$257,590
Contract administration and inspection (~20% of construction)	\$343,450
Total estimated project costs	\$2,506,070

Staff recommends that the City Council adopt a resolution authorizing the city manager to submit a grant application of \$600,000 from the California Department of Parks and Recreation for the construction of the project. By applying for this grant, the City would secure \$600,000 in additional funds to construct the Haven Avenue improvements.

The project is tentatively scheduled for construction bidding in the spring of 2022, and is anticipated to be constructed over two summer seasons, for construction completion in late 2023.

Impact on City Resources

Project funding in the amount of \$2,347,000 has been identified as shown in Table 1. An estimated funding gap of \$159,000 remains based on the estimated total project costs. Staff anticipates putting the project out to bid to verify the actual construction costs in the spring of 2022. If additional funds are needed, staff anticipates pursuing additional development contributions or requesting funds from the building construction street impact fee, Measure A or Measure W funds to close the remaining balance at time of contract award.

Environmental Review

In 2016, a mitigated negative declaration was prepared for this project pursuant to provisions of the California Environmental Quality Act (CEQA.)

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. 6692
- B. Site map

Report prepared by:
James Esoimeme, Associate Civil Engineer

Report reviewed by:
Karen Pachmayer, Interim Assistant Public Works Director

RESOLUTION NO. 6692

**RESOLUTION OF THE CITY COUNCIL OF CITY OF MENLO PARK
AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR
SPECIFIED GRANT FUNDS FOR THE HAVEN AVENUE STREETScape
PROJECT**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the legislatively specified grant, setting up necessary procedures governing applications; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of a project application before submission of said applications to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete Haven Avenue Streetscape Project.

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

1. Approves the filing of the application for the Haven Avenue Streetscape project; and
2. Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, including the funds provided by this grant, sufficient funds to complete the Haven Avenue Streetscape project; and
3. Certifies that the applicant has or will have sufficient funds to operate and maintain the Haven Avenue Streetscape project; and
4. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
5. Delegates the authority to City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope; and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

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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 seventh day of December, 2021, by the following votes:

AYES:

NOES:

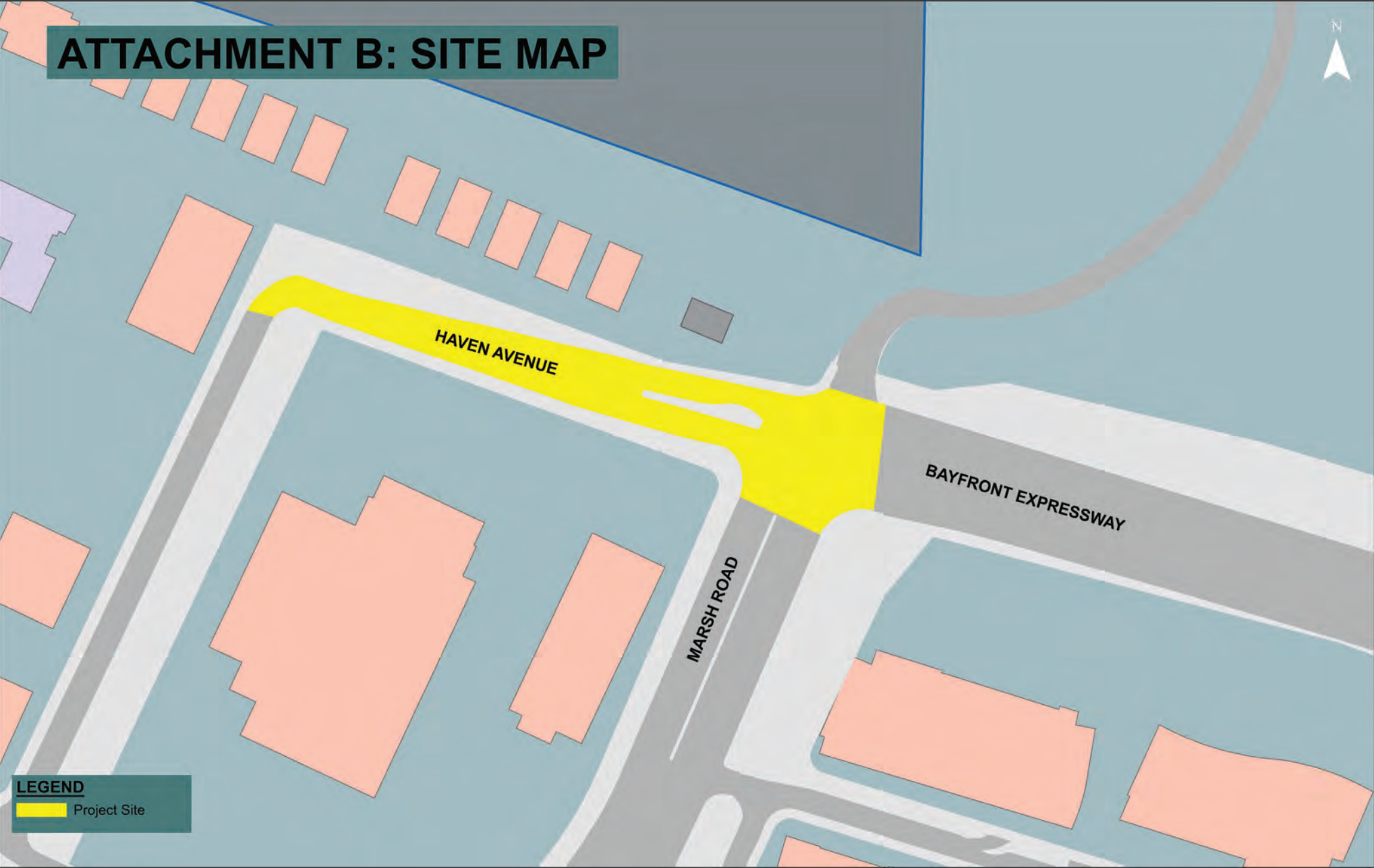
ABSENT:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this _ day of _____, 2021.

Judi A. Herren, City Clerk

ATTACHMENT B: SITE MAP





STAFF REPORT

City Council

Meeting Date:

12/7/2021

Staff Report Number:

21-238-CC

Consent Calendar:

Receive and file the general fund budget report as of October 31, 2021

Recommendation

Staff recommends City Council receive and file the general fund budget report as of October 31, 2021.

Policy Issues

Budget reports present information to assist City Council in financial decisions and to apprise members of the public of the City's financial health.

Executive Summary

City staff has analyzed actual revenue and expense for the period ended October 31, the first four months of the City's fiscal year. The analysis reveals no abnormalities with an adverse impact on the balanced \$62.703 million budget adopted by City Council at their June 28 meeting. On the positive side, preliminary revenue projections suggest that revenue will exceed the adopted revenue budget of \$60.703 million. Also, on the positive side, initial expenses projections suggest that expenses will fall short of the adopted expense budget of \$60.703 million. City staff is preparing a detailed midyear budget analysis and will present the information for City Council discussion and in consideration of midyear budget amendments.

Attachment A presents a static summary of the City's year-to-date (YTD) actual revenue, expense and net revenue (revenue less expense.) A hyperlink to line-item detail, i.e., revenue by type, is available on the City's financial transparency portal is provided in Attachment B.

Background

To provide timely information to City Council and the public, the administrative services department prepares budget reports on general fund operations. The report reviews general fund revenues and expenditures for the most recently completed quarter of the current fiscal year. These results are presented alongside the same period for the previous year, with material differences being explained in the appropriate section of the staff report.

Analysis

The report (Attachments A and B) apprise City Council of the year-to-date status of the general fund. Attachment A provides data from July 1 to October 31, the first four months or 33 percent of the fiscal year ending June 30, 2022.

Report structure

The report structure compares the annual budget for the reporting period to actual revenue and expenditure for the reporting period. Data is summarized by major category for the presentation purposes and includes current and previous fiscal years. Monthly information for periods before July 1, 2020, is not available due to the financial software conversion. Line-item data is available online via the hyperlink provided in Attachment B.

Revenue highlights

Compared to the same period prior fiscal year, overall revenue is down by \$3.4 million, or 24 percent. The primary driver of the decrease is in charges for services, most specifically the redirection of \$2.3 million in development agreement funds earmarked for public safety from the general fund to the Bayfront mitigation fund following city council action to create the new fund in later 2020-21. The City's tax revenues are also down by five percent due to timing differences in booking transient occupancy taxes (hotel taxes) conversion to a new hotel tax collection system delayed booking the first quarter receipts to November. Compared to the first quarter of the fiscal year 2020-21, hotel taxes are up approximately \$1.3 million, or 130 percent, a rate slightly higher than the assumptions used to build the hotel tax budget. Property taxes are also higher than the previous year, a trend currently under analysis for confirmation. If City staff confirms the trend in property taxes and hotel taxes, then a budget amendment at the mid-year budget review is appropriate.

Expense highlights

Compared to the same period prior fiscal year, overall expenses are down by \$7.041 million, or 34 percent. The largest year-over-year decrease is lower personnel costs, down \$3.5 million or 23 percent. The second-largest year-over-year decline is in the services and transfers categories, down \$3.3 million or 80 percent. The cumulative \$6.8 million decreases result from both new and delayed recording of expenses due to staff turnover and staff reassigned to complete the final aspects of the financial management software implementation. In personnel costs, the accounting practice has changed to record prepaid pension costs prorated over pay periods instead of recorded when paid to CalPERS. The decrease in services and interfund transfers reflect staff resource constraints and associated delays on processing current year transactions.

Impact on City Resources

City staff anticipates the revenue experienced in the first four months of the fiscal year will require a positive revenue budget amendment at the mid-year budget review. City staff also anticipates a modest expenditure budget amendment reflective of confirmed savings in the first four months of the fiscal year and offset by resource requests deferred during budget adoption or responsive to new needs identified since budget adoption.

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 this agenda item being listed, at least 72 hours prior to the meeting.

Attachments

- A. General fund fiscal year-to-date (YTD) budget report
- B. Hyperlink – General fund fiscal year-to-date (YTD) budget report detail online:
menlopark.opengov.com/transparency/#/59763/accountType=revenuesVersusExpenses&embed=n&breakdown=types¤tYearAmount=cumulative¤tYearPeriod=years&graph=bar&legendSort=desc&month=10&proration=true&saved_view=257778&selection=86C34065AE884D3004A92D4A8E5CBCF5&projections=null&projectionType=null&highlighting=null&highlightingVariance=null&year=2021&selectedDataSetIndex=null&fiscal_start=earliest&fiscal_end=latest

Report prepared by:
Ying Chen, Acting Senior Accountant
Theresa DellaSanta, Interim Administrative Services Director

City of Menlo Park
 General Fund fiscal year-to-date (YTD) budget report
 As of October 31, 2021

	2020-21 Fiscal Year Actuals	2020-21 YTD as of 10/31/20	2021-22 Adopted Budget	2021-22 YTD as of 10/31/21
Revenues				
Taxes	39,854,370	4,771,224	47,283,185	4,524,509
Charges for Services	5,887,090	5,023,599	4,434,716	3,821,426
Licenses & Permits	4,653,741	904,486	3,956,000	1,690,476
Use of Money & Property	807,774	2,439,752	1,426,303	405,586
Franchise Fees	2,137,124	246,069	2,337,020	155,434
Other Financing Sources	597,599	283,750	2,958,683	-
Inter Governmental Revenue	1,923,457	368,997	47,400	-
Fines	408,572	87,375	135,000	94,230
Other Revenue	139,034	-	125,000	2,238
Revenues total	56,408,763	14,125,252	62,703,307	10,693,899
Expenses				
Salaries and Wages	25,118,295	9,546,501	27,051,892	7,997,612
Fringe Benefits	13,278,117	5,211,588	13,299,280	3,242,343
Services	6,391,893	940,825	8,706,618	897,787
Operating Expenses	5,725,329	2,517,505	6,791,682	822,343
Transfers	3,297,499	1,633,700	3,319,800	-
Utilities	1,681,882	408,992	1,628,204	256,754
Repairs & Maintenance	945,562	214,205	1,030,701	309,488
Fixed Assets & Capital Outlay	302,010	97,312	338,460	658
Special Projects Expenditures	282,070	102	286,950	1,072
Rental of land and buildings	50,675	9,992	148,400	10,986
Travel	15,836	-	71,320	868
Project Control	-	-	30,000	-
Expenses total	57,089,169	20,580,721	62,703,307	13,539,912
Revenues Less Expenses	(680,406)	(6,455,470)	-	(2,846,013)



STAFF REPORT

City Council

Meeting Date:

12/7/2021

Staff Report Number:

21-241-CC

Public Hearing:

Public hearing regarding the adoption of a Resolution adopting required findings and authorizing city to execute an energy services contract pursuant to government code section 4217 and authorizing the city manager to negotiate and execute a mutually acceptable agreement with ENGIE Services US Inc. to design, construct, operate, and maintain clean energy infrastructure for the Menlo Park Community Campus project in an amount not to exceed \$5.72 million to design and construct the clean energy infrastructure; and appropriate \$5.72 Million from the unassigned funds in the General Fund for the project; and finding the project exempt from the California Environmental Quality Act Guidelines

Recommendation

Staff recommends that the City Council

Consider and approve Resolution No. 6693 (Attachment B):

1. Adopting required findings and authorizing the city manager to negotiate and execute a mutually acceptable agreement with ENGIE Services US Inc. to design, construct, operate, and maintain a solar plus battery storage microgrid, a solar photovoltaic thermal pool heating system, and electric vehicle (EV) charging stations for the Menlo Park Community Campus (MPCC) project in an amount not to exceed \$5.72 million (inclusive of 10 percent contingency of \$0.52 million) for the design and construction aspects of the clean energy infrastructure; and
2. Appropriating \$5.72 million from the unassigned fund balance in the general fund for the design and construction aspects of this project; and
3. Finding the project exempt from the California Environmental Quality Act (CEQA) Guidelines.

Procedure

1. Open the public hearing
2. Confirm required public notice by law (Attachment A)
3. Confirm written comments/protests with the city clerk
4. Receive staff presentation
5. Receive public comment
6. Move to close the public hearing

Policy Issues

Installing renewable electric power on city facilities is consistent the 2030 climate action plan strategy No. 5 to eliminate fossil fuels from city operations, and is consistent with sustainable budget practices by reducing long term operating costs.

Government Code Section 4217.10 et seq. authorizes a public agency to utilize any procurement process to contract for energy services if its governing body determines at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance that the anticipated cost to the agency for the energy services project will be less than the anticipated marginal cost to the agency of electrical energy that would have been consumed by the agency in the absence of the energy services contract.

Background

In January 2021, the City Council approved a number of sustainable project enhancements as part of Meta's (formerly Facebook) generous offer to build a new community center in the Belle Haven neighborhood that is referred to as the MPCC project. The city agreed to use its own funds and staff resources for additional sustainable project enhancements that included a renewable microgrid, additional EV charging stations, and electric solar thermal pool heating system.

The renewable microgrid (microgrid) would generate clean on-site solar electricity for the facility during the day and store extra solar energy in a battery for evening/nighttime energy needs, reducing operating costs and providing an extra layer of guaranteed clean energy consumed at all times of the day.

The facility is also being designed to provide shelter and services in the event of an emergency, requiring backup power. A key objective of the microgrid is to provide resilience with clean backup power rather than the traditional use of diesel powered generators. The microgrid system will be able to provide emergency power for a few days without the need for diesel generators. However, in the event that an emergency lasts longer than a few days or solar power is unavailable, a mobile backup diesel generator could be used if necessary.

Based on the current design, the microgrid will reduce greenhouse gas (GHG) emissions and energy cost over the 20 to 30-year life span of the project compared to using power from the standard grid (e.g., Peninsula Clean Energy or PG&E.)

The project also includes installing 27 EV charging spaces in a neighborhood where less than 3 percent of multifamily properties have access to charging at or near their home. On October 12, the City Council also directed staff to pursue inclusion of solar thermal pool heating for additional electric load savings and reduced reliance on the power grid.

MPCC clean energy procurement process

In February 2021, Optony Inc. was selected to manage the procurement process to find qualified microgrid vendors. It was also an opportunity to streamline procurement for additional clean energy measures as part of the microgrid, which included the 27 EV charging spaces and solar thermal pool heating as part of a single bid package.

ENGIE was identified as the preferred vendor, and staff, city attorney, and the Optony team have negotiated the draft agreement terms (Attachment C.) While most substantive key terms of the agreement are provided for in Attachment C, there are still elements under review and are identified in Attachment C. Any remaining

changes to the agreement should not affect the price.

If approved, the total cost for the clean infrastructure project is not to exceed \$5.72 million inclusive of 10 percent contingency (\$0.52 million.) Contingency may be used for remaining design elements for the carports, which will be installed in the new MPCC parking lot and the existing Kelly Park parking lot, degree of global supply chain shortages for items such as steel, battery and chip/electronic shortages, soil conditions and other unforeseen/immeasurable circumstances. However, contingency funds must be reasonable, vetted and approved by the city.

October 12 City Council study session direction

Originally, the project was scoped to be financed under a power purchase agreement (PPA.) However, based on the results of the procurement process, the City Council provided direction to pursue a direct purchase of the clean energy infrastructure to yield greater savings (additional \$2 million) over the life of the project rather than financed through a 20-year PPA. In addition, the PPA held greater risk than a direct purchase, such as construction delays, change of PPA owner, and ability to access incentives. At the time of the study session, the estimated cost for the entire project was anticipated to be between \$4.8 and \$5.2 million (Attachment D.) It was acknowledged that costs were not finalized due to unresolved design and logistics details. It also did not include the contingency budget. However, the \$5.2 million direct price is still within the anticipated cost range provided to the City Council in October without the contingency included.

In addition, the City Council also directed staff to procure and purchase the EV charging stations to access Peninsula Clean Energy's (PCE) discounted pricing outside of the agreement with the ENGIE. However, after reviewing the timing to complete installation and limited staff resources needed to coordinate this task, staff recommends that ENGIE procure the EV chargers for increased efficiency and avoidance of potential delays. ENGIE was also able to reduce the price for the EV chargers from the original bid. ENGIE will work with PCE to access discounted EV charging station pricing as part of the agreement.

Analysis

Summary of procurement results

In April, the Optony team worked with staff, Meta, and the MPCC electrical engineering team to issue a request for proposal (RFP), hold a pre-bid webinar, and respond to bidder questions. In May, the city received four qualified bids and held interviews with three prospective vendors. Bids were scored by a selection committee including representatives from the city, Meta, and the MPCC electrical design team. In July, shortlisted bidders were requested to provide best and final pricing, and the results demonstrated that direct purchase of the microgrid was very similar. However, there were greater cost differences in the solar thermal and EV charging infrastructure. ENGIE did have a higher cost than others for solar thermal pool heating. However, ENGIE was identified as the preferred vendor scoring the highest in terms of qualifications and experience, technical proposal, and implementation plan and schedule.

In working toward finalizing an agreement, ENGIE has continued to demonstrate competence, responsiveness, and flexibility in working with the numerous internal and external teams involved in this project.

Cost breakdown, anticipated savings, and operations and maintenance services

The itemized cost for clean energy infrastructure are as follows:

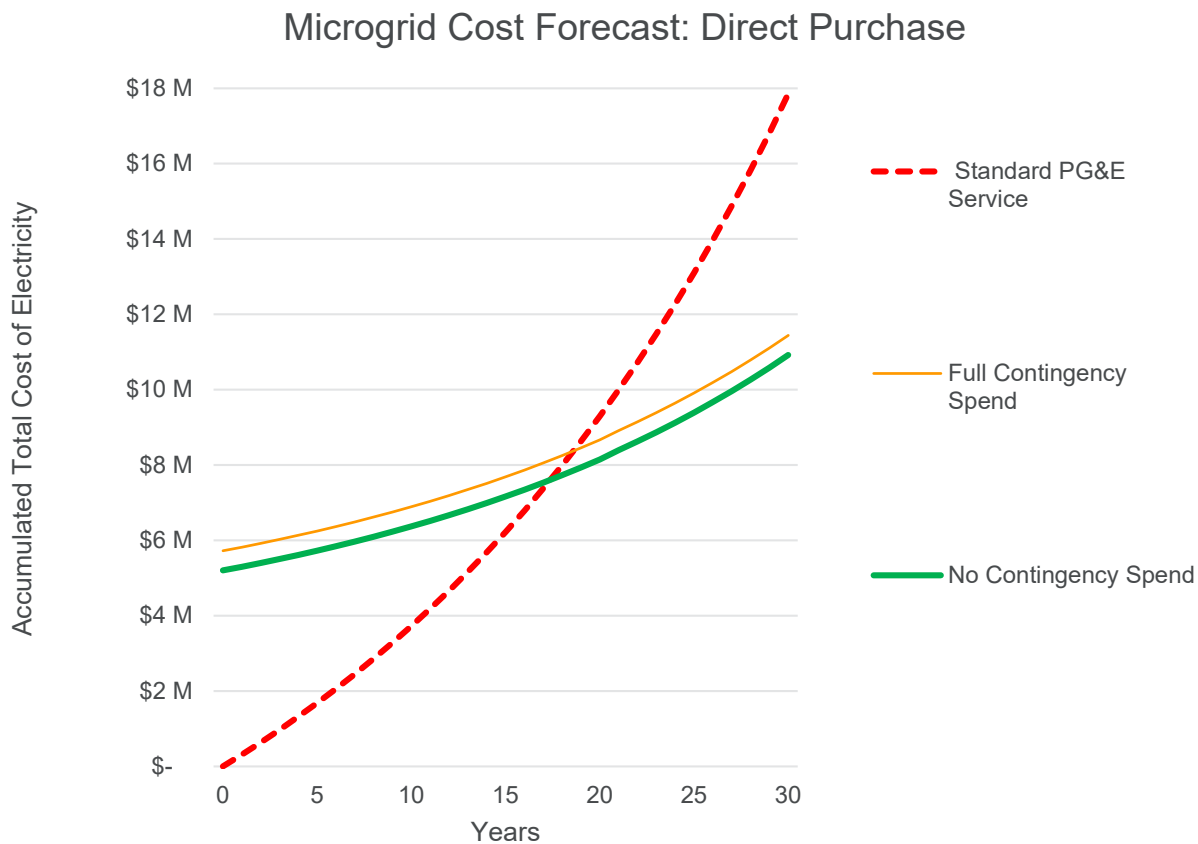
- \$3,687,307 for the solar and batter storage microgrid
- \$1,165,939 for the solar photovoltaic thermal pool heating system

- \$347,683 for the EV charging

The payback period for the microgrid and solar thermal pool heating is estimated to be between 16 and 18 years with a total savings after recovering purchase cost between \$6.8 million and \$7.3 million over 30 years (depending on the use of contingency funds.) The savings assume the use of California Self Generation Incentive Program (SGIP) at \$226,625 and \$177,867 in rebates from bundling Renewable Energy Certificates with EV charging credits.

Because the facility has not been constructed, the payback was estimated using an hourly base building electrical load simulated by the MPCC electrical engineering design team, and a microgrid operation simulation estimated by Optony. The lifetime savings include all cost escalation rates for operation and maintenance (O&M) services and assume a business-as-usual avoided cost inflation for utility electricity rates of 3 percent for energy charges kilowatt-hour (kWh) and 7 percent for peak demand charges (kW.) EV station operational costs are not known at this time but will be recovered under the O&M service agreement using the City's public charging designated service fee that will be included in the next update of the Master Fee Schedule. The graph below provides a visual analysis on the cost savings over time with the microgrid and solar thermal pool heating versus an all-electric community center using the standard power grid.

Figure 1: Power Grid versus Microgrid Construction and Operation Costs



The agreement includes a 20-year operations and maintenance agreement, starting at \$65,236 in year one with an escalation rate of 3 percent per year, and renegotiated after five years. It is included as part of the cost savings analysis above. The O&M services cover the solar and battery storage microgrid, EV charging,

and pool solar thermal heating system. Staff and Optony did reach out to other vendors regarding the O&M for the EV charging stations, and it was still found to be more cost effective for ENGIE to provide the services at this time.

Impact on City Resources

Attachment B authorizes appropriation and associated budget amendment transfers to purchase the clean energy infrastructure for the MPCC project. The action transfers \$5.72 million from the general fund's unassigned fund balance (fund 100) to the MPCC fund (fund 304.)

As of June 30, 2021, the City's independent auditor has preliminarily confirmed that the City's unassigned fund balance is \$7.41 million. City Council adopted a balanced budget for fiscal year 2021-22 and have thus far appropriated \$0.41 million of unassigned fund balance for 2021 vehicle replacements and the EV patrol pilot program (SR 21-213-CC, October 26.) Additional appropriation of \$0.01 million is under consideration as a grant to the newly formed Menlo Park Sister Cities Association (SR 21-179-CC, December 7.)

An unassigned fund balance of \$6.99 million remains and is sufficient for a \$5.72 million appropriation from the General Fund's unassigned fund balance for this project. The remaining \$1.27 million unassigned fund balance is available for City Council appropriation at its sole discretion as needs arise.

Continued project management and technical oversight will be necessary to ensure the clean energy infrastructure meets and preforms according to the terms in the agreement. This was acknowledged when the city procured solar power infrastructure on four city facilities in 2015-2016 where a third party consultant, Optony, was hired to provide oversight for quality assurance. Similar services will be needed for this project particularly given the staff shortages in the PUBLIC WORKS DEPARTMENT. The current contract with Optony does cover some project management, but additional assistance is needed to finalize the contract and navigate the complexity of coordinating the first renewable microgrid project at a city facility that includes internal and external teams and stakeholders. Over the next month, staff will be negotiating the additional scope of work necessary from Optony to perform this additional work.

Environmental Review

On January 12, the City Council found demolition and building of the MPCC project categorically exempt pursuant to the CEQA Guidelines Section 15302 Replacement of Existing Facilities. These findings are also being considered for adoption in Attachment B.

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. Copy of public notice confirmation
- B. Resolution No. 6693:
 - a. Adopting required findings and authorizing the city manager to negotiate and execute a mutually acceptable agreement with ENGIE Services US Inc. to design, construct, operate, and maintain a solar plus battery storage microgrid, a solar photovoltaic thermal pool heating system, and EV charging stations for the MPCC project in an amount not to exceed \$5.72 million inclusive of 10

- percent contingency (\$0.52 million) for the design and construction aspects of the clean energy infrastructure; and
 - b. Appropriating \$5.72 million from the unassigned fund balance in the general fund to fund the design and construction aspects of this project; and
 - c. Finding the project exempt from the CEQA Guidelines.
- C. Draft agreement with ENGIE
- D. Hyperlink – October 12 2021 City Council study session report on purchasing options:
menlopark.org/DocumentCenter/View/29829/J1-20211012-CC-MPCC-renewable-microgrid

Report prepared by:
Rebecca Lucky, Sustainability Manager

Reviewed by:
Justin Murphy, Deputy City Manager

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JUDI HERREN
MENLO PARK/CITY MANAGER, CITY CLERK'S OFFICE
701 LAUREL ST/ CITY HALL 2ND FL.
MENLO PARK, CA 94025

SPEN# 3531381

COPY OF NOTICE

Notice Type: HRG NOTICE OF HEARING

Ad Description

CITY OF MENLO PARK CITY COUNCIL MEETING ? ADOPTING CERTAIN FINDINGS AND APPROVING AN ENERGY SERVICE CONTRACT AWARD

To the right is a copy of the notice you sent to us for publication in the REDWOOD CITY TRIBUNE. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

11/19/2021

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Table with 2 columns: Description, Amount. Rows: Publication (\$141.90), Total (\$141.90)

CITY OF MENLO PARK CITY COUNCIL MEETING - ADOPTING CERTAIN FINDINGS AND APPROVING AN ENERGY SERVICE CONTRACT AWARD TO ENGIE SERVICES US INC. FOR ENERGY RELATED IMPROVEMENTS TO CITY FACILITIES FOR THE MENLO PARK COMMUNITY CAMPUS PROJECT LOCATED AT 100-110 TERMINAL AVENUE

NOVEL CORONAVIRUS, COVID-19, EMERGENCY ADVISORY NOTICE
Governor Newsom's temporary suspension of the teleconferencing rules for meetings of a local agency legislative body expired as of September 30, 2021. Assembly Bill (AB) 361 was signed by the Governor and went into effect as an urgency measure to continue to allow use of the modified teleconferencing rules as of October 1, 2021. Based on Governor Newsom's continued declaration of a State of Emergency and current conditions, the City Council finds that meeting solely in person would present imminent risks to the health or safety of attendees, such that the conditions continue to exist pursuant to Government Code section 54953(e)(3) to allow Legislative Bodies to use teleconferencing to hold public meetings in accordance with Government Code section 54953(e)(2) to ensure members of the public have continued access to safely observe and participate in local government meetings. The agenda will be published on Thursday before a City Council meeting and will provide a more detailed description of hearing procedures.

NOTICE IS HEREBY GIVEN that the City Council of the City of Menlo Park, California shall hold a public hearing on December 7, 2021 for the purpose of presenting certain findings, taking public comment, and approving a resolution adopting the findings and approving a direct purchase Energy Services Contract with ENGIE Services US Inc. for the implementation of certain energy related improvements to City facilities in accordance with California Government Code Section 4217.10 to 4217.18, including installation of a solar photovoltaic microgrid,

solar photovoltaic thermal system (pool heating), and electric vehicle charging for the Menlo Park Community Campus project currently under construction and to be located at 100-110 Terminal Avenue, APN 055-280-040. Pursuant to the provisions of California Government Code Section 4217.10, et seq., the Energy Services Contract shall require that the cost to the City to implement the energy related improvements will be less than the anticipated marginal cost to the City of thermal, electrical or other energy that would have been consumed by the City in the absence of purchasing the energy improvements.

NOTICE IS HEREBY FURTHER GIVEN that said City Council will hold a public hearing on this item via virtual meeting, on December 7, 2021, beginning at 6 p.m. or as near as possible thereafter, at which time and place interested persons may appear and be heard thereon. If you challenge this item in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence delivered to the City of Menlo Park at, or before, the public meeting. Written correspondence is typically considered a public record and may be attached to staff reports, which are posted on the city website.

Please contact Sustainability Manager Rebecca Lucky at rlucky@menlopark.org or 650-330-6765 if you have any questions or comments on this project.

Si usted necesita más información sobre este proyecto, por favor llame al 650-330-6765, y pregunte por un asistente que hable español.

Visit the City's website at menlopark.org/agenda for the City Council meeting agenda and links to the public meeting staff report.

DATED: November 17, 2021
BY: Judi A. Herren, City Clerk
11/19/21
SPEN-3531381#
EXAMINER REDWOOD CITY TRIBUNE



RESOLUTION NO. 6693

RESOLUTION OF THE CITY COUNCIL OF CITY OF MENLO PARK ADOPTING REQUIRED FINDINGS AND AUTHORIZING CITY TO EXECUTE AN ENERGY SERVICES CONTRACT PURSUANT TO GOVERNMENT CODE SECTION 4217 AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A FINAL AGREEMENT WITH ENGIE SERVICES US INC. TO DESIGN, CONSTRUCT, OPERATE, AND MAINTAIN CLEAN ENERGY INFRASTRUCTURE FOR THE MENLO PARK COMMUNITY CAMPUS PROJECT IN AN AMOUNT NOT TO EXCEED \$5.72 MILLION FOR PROCURING AND INSTALLING CLEAN INFRASTRUCTURE EQUIPMENT AND APPROPRIATE \$5.72 MILLION FROM THE UNASSIGNED FUNDS IN THE GENERAL FUND FOR THE PROCUREMENT AND INSTALLATION OF CLEAN INFRASTRUCTURE; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES

WHEREAS, the City Council has declared a climate emergency that demands accelerated action to address the climate crisis (Resolution 6535); and

WHEREAS, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

WHEREAS, California Government Code Sections 4217.10 to 4217.18, authorize the City Council to enter into an Energy Services Agreement for the implementation of energy related improvements if the City Council finds that it is in the best interest of the City to enter into such Energy Service Agreement and that the anticipated cost to the City for thermal or electrical energy or conservation services provided by ENGIE Services US Inc. under the agreement will be less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in absent of those purchases; and

WHEREAS, the City of Menlo Park desires to avoid increasing greenhouse gas emissions related to building energy use (natural gas consumption) and utilize renewable, resilient energy to meet the needs of its facilities in a fiscally responsible manner; and

WHEREAS, the City Manager will negotiate and execute a mutually acceptable final agreement and one or more amendments within the approval parameters provided in this Resolution to the proposed Energy Service Agreement by and between the City and ENGIE Services US Inc. as necessary to complete the design, construction, operation, and maintenance of a solar photovoltaic battery microgrid, solar photovoltaic thermal system (pool heating), and electric vehicle charging stations at the Menlo Park Community Campus project in an amount not to exceed \$5.72 million for the design and construction aspects of this project inclusive of a 10 percent contingency (\$0.52 million); and

WHEREAS, as of June 30, 2021, the city's independent auditor has preliminarily confirmed that the city maintains a sufficient unassigned fund balance of \$7.41 million to cover the costs of the project.

WHEREAS, the cost to the City for such thermal or electrical energy or conservation services provided under the proposed Energy Services Agreement will be less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in the absence of the implementation of the improvements under the Energy Agreement; and

WHEREAS, the Menlo Park Community Campus project is a "Project" for purposes of the California Environmental Quality Act (CEQA); and

WHEREAS, the Guidelines for CEQA, California Code of Regulations Title 14, Chapter 13, exempt certain projects from further CEQA evaluation; and

WHEREAS, the City has reviewed the Menlo Park Community Campus project and has determined that it is exempt from the provisions of CEQA pursuant to the State CEQA Guidelines and that no exceptions to the exemption apply.

NOW, THEREFORE, the Menlo Park City Council finds and adopts the following:

1. Per California Government Code section 4217.10 to 4217.18, all of the recitals set forth above are true and correct.
2. The terms of the Energy Services Agreement in the form presented at this meeting are in the best interest of the City.
3. In accordance with California Government Code section 4217.10 to 4217.18, and based on the data provided by the Analysis, the anticipated costs to the city for electrical energy services provided by the Project will be less than the anticipated marginal cost to the city of electrical and other energy that would have been consumed by the City in absence of the Project.
4. Approves, authorizes and directs the City Manager to negotiate and execute a mutually acceptable final Energy Services Agreement with ENGIE Services US Inc. for the design, construction, operation, and maintenance of a solar photovoltaic battery microgrid, solar photovoltaic thermal system (pool heating), and electric vehicle charging at the Menlo Park Community Campus project as defined by the Energy Services Agreement, and appropriate \$5.72 million from the unassigned fund balance in the General Fund to fund the design and construction aspects of this project inclusive of a 10 percent contingency (\$0.52 million).
5. The Menlo Park Community Campus project is exempt from the requirements of CEQA exempt under Section 15302 as a California Environmental Quality Act Class 2 (Replacement or Reconstruction) as the Menlo Park Community Campus project consolidates the senior center, youth center, community center, and library facilities which currently exist as separate buildings on or near the project site, into a single building, including construction of a new pool to replace the existing pool to serve substantially the same purpose. The consolidation would increase the gross floor area by approximately 8.8 percent resulting primarily from interior circulation necessary to connect the facilities and allows the project to meet LEED certification and other green building standards and strategies not incorporated into the existing facilities

6. The City Manager, or their designee, is hereby authorized and directed to negotiate any further changes, insertions and omissions to the Energy Services Agreement as are reasonably deemed necessary, and thereafter to execute and deliver the Energy Services Agreement following the City Council's adoption of this Resolution. The City Manager is further authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and said agreements.
7. The Resolution shall take effect immediately upon its passage.

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 seventh day of December, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this ___ day of December, 2021.

Judi A. Herren, City Clerk



Energy Services Contract
[Customer] and ENGIE Services U.S.

DIR Project Registration # _____
ENGIE Services Project #: CN-001192
ENGIE Services Contract # R 3558

ENERGY SERVICES CONTRACT

DRAFT DATED 03 December

This **ENERGY SERVICES CONTRACT** (this "Contract") is made and entered into as of the date of execution by all parties (the "Contract Effective Date") by and between **ENGIE Services U.S. Inc.**, a Delaware corporation, with California State Contractor's License Number 995037 ("ENGIE Services U.S."), and **City of Menlo Park** ("Menlo Park" and together with ENGIE Services U.S. the "Parties" and each of Menlo Park and ENGIE Services U.S. a "Party").

CONTRACT RECITALS

WHEREAS, Menlo Park owns and/or operates certain public facilities specifically described in Attachment A (the "Facilities") and Menlo Park wishes to reduce the Facilities' energy consumption and costs and improve the Facilities' energy quality and reliability; and

WHEREAS, ENGIE Services U.S. is a full-service energy services company with the technical capabilities to provide services to Menlo Park including identifying supply-side and/or demand-side energy conservation measures ("ECMs"), engineering, procurement, construction management, installation, construction and training; and

WHEREAS, in its Request for Proposal response submitted on May 25, 2021, ENGIE Services U.S. identified energy and operational savings opportunities at Menlo Park's Facilities together with program costs to implement the recommended ECMs and presented an overall potential energy cost and consumption savings for implementing the ECM recommendations ("Recommendations"); and

WHEREAS, ENGIE Services U.S. delivered the Recommendations, on an arms' length basis, to designated personnel of Menlo Park; and

WHEREAS, Menlo Park has accepted the recommended ECMs and determined that the anticipated cost to Menlo Park to implement the recommended ECMs will be less than the anticipated cost to Menlo Park for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs, that would have been consumed by Menlo Park in the absence of the recommended ECMs in compliance with California Government Code §§4217.10 through 4217.18; and

WHEREAS, pursuant to California Government Code §4217.12, Menlo Park held a regularly scheduled public hearing on December 7, 2021, of which two weeks advance public notice was given regarding this Contract and its subject matter, and

WHEREAS, Menlo Park has determined that entering into this energy services contract to implement the ECM recommendations is in the best interests of Menlo Park and that California Government Code §4217.10 *et seq.* authorizes Menlo Park to enter into such an agreement; and

WHEREAS, by adoption of Resolution No. 6693 at the above-referenced meeting, Menlo Park approved this Contract and authorized its execution.

NOW, THEREFORE, Menlo Park and ENGIE Services U.S. hereby agree as follows:

ARTICLE 1. DEFINITIONS

For purposes of this Contract and its Attachments, defined terms will have the following meanings:

"Abnormally Severe Weather Conditions" means typhoons, hurricanes, tornadoes, lightning storms and other climatic and weather conditions that are abnormally severe for the period of time when, and the area where, such storms or conditions occur, in each case occurring at a property, the access roads to a property, or any other location where Work or Professional Services are then being performed. The term "Abnormally Severe Weather Conditions" specifically includes rain, snow or sleet in excess of one hundred fifty percent (150%) of the median level over the preceding ten (10) year period for the local geographic area and time of year in which such rain, snow or sleet accumulates.

"Act" is defined in ARTICLE 15.

"Affiliate" means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means

the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise; ownership of fifty percent (50%) or more of the voting securities of another Person creates a rebuttable presumption that such Person controls such other Person.

“**Applicable Law**” means any applicable statute, law, treaty, building code, rule, regulation, ordinance, code, enactment, injunction, writ, order, decision, authorization, judgment, decree, protocol, procedure or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, as may be in effect at the time the Work or Professional Services are undertaken.

“**Applicable Permits**” means all permits, approvals, inspections and certifications required to be issued by any Governmental Authority in connection with the Professional Services or the building, installation and start-up of the Work as of the Contract Effective Date including without limitation obtaining authorization from the local utility provider to connect the solar installation to the local distribution grid.

“**Application for Payment**” means a monthly progress payment as described in Section 8.01 or an invoice for materials stored off-site as described in Section 8.02.

“**Arbitral Panel**” is defined in Section 19.04(ii).

“**Arbitration Rules**” is defined in Section 19.04(ii).

“**Attachment**” means the following attachments to this Contract, each of which is an “Attachment:”

Attachment A	Menlo Park’s Facilities and Existing Equipment
Attachment B	Preliminary Project Schedule for the Work
Attachment C	Scope of Work including Contract Value
Attachment D	Scope of Monitoring Installation
Attachment E	M&V Services
Attachment F	Maintenance Services

“**Beneficial Use**” means when major new equipment and systems included in the Scope of Work are properly installed, inspected, operational, and are capable of being used for their intended purpose. Criteria for Beneficial Use of equipment / systems will be established as defined in Attachment C.

“**Business Day**” means any calendar day other than a Saturday, a Sunday or a calendar day on which banking institutions in San Francisco, California, are authorized or obligated by law or executive order to be closed.

“**CEQA**” means the California Environmental Quality Act, codified at California Public Resource Code § 21000 *et seq.*, and the applicable state and local guidelines promulgated thereunder.

“**Certificate of Beneficial Use**” means the certificate, issued by ENGIE Services U.S. to Menlo Park and subcontractor(s), which identifies when Menlo Park took Beneficial Use of the Work or any portion thereof. A Certificate of Beneficial Use may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Certificate of Final Completion**” means the certificate issued by ENGIE Services U.S. to Menlo Park, in accordance with Section 6.03. A Certificate of Final Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Certificate of Substantial Completion**” means the certificate issued by ENGIE Services U.S. to Menlo Park, in accordance with Section 6.02. A Certificate of Substantial Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Change**” means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work or Professional Services.

“**Change in Law**” means any of the following events or circumstances occurring after the Contract Effective Date: (i) an amendment, modification, interpretation, construction, enforcement standard, supplement or other change in or repeal of an existing Applicable Law; or (ii) an enactment or making of a new Applicable Law (excluding a change in any income or franchise tax law, worker’s compensation, payroll or withholding tax law).

“**Change Order**” means a written document, signed by both ENGIE Services U.S. and Menlo Park, authorizing ENGIE Services U.S. to perform a Change. The Change Order modifies the Scope of Work and should identify: (i) the applicable Change; (ii) any additional compensation to be paid to ENGIE Services U.S. to perform such Change; and (iii) any extension of time to complete the Project.

“Construction” means any and all Work to be performed that involves construction, alteration, repair, installation or removal of equipment, addition to, subtraction from, improving, moving, wrecking or demolishing any building, parking facility, excavation, or other structure or improvement, or any part thereof.

“Construction Documents” means the final designs, drawings, specifications and submittals that are used for Construction, including without limitation Menlo Park’s Agreement Forms, General Provisions and Special Provisions to the extent they are not inconsistent with this Contract, and any Change Orders affecting those documents, that describe the technical requirements for the installation of all the materials and equipment pursuant to this Contract.

“Construction Period” means the period beginning with the first day of the month in which material or equipment is first installed at the Facilities and continuing until the M&V Commencement Date.

“Contract” is defined in the Preamble, and includes all Attachments hereto (all of which are incorporated herein by this reference), as well as all Change Orders, amendments, restatements, supplements and other modifications hereto.

“Contract Amount” means a fixed price, lump sum of Five Million Two Hundred Eight Thousand Nine Hundred Twenty-Nine Dollars (\$5,208,929), which is exclusive of any fees for Professional Services. Compensation for the Professional Services shall be fixed annual fees as set forth in the applicable Attachment.

“Contract Bonds” is defined in Section 12.02.

“Contract Effective Date” is defined in the Preamble.

“Menlo Park” is defined in the Preamble.

“Menlo Park Persons” means Menlo Park, its agents, employees, subcontractors, architects, general contractors, lease/leaseback contractors or other Persons acting on behalf of Menlo Park or for whom Menlo Park is responsible.

“Delay” means any circumstances involving delay, disruption, hindrance or interference affecting the time of performance of the Work or the Professional Services.

“Dispute” is defined in Section 19.02.

“DOE Guidelines” is defined in Section 13.01.

“ECM” is defined in the Recitals.

“Energy Delivery Point” means, for each Generating Facility, the point at which Utility meter energy is being delivered, as designated in the Interconnection Agreement.

“Energy Usage Data” is defined in Section 2.05.

“ENGIE Services U.S.” is defined in the Preamble.

“ENGIE Services U.S. Warranty” is defined in Section 9.01.

“Event of Default” is defined in ARTICLE 16.

“Excusable Event” means an act, event, occurrence, condition or cause beyond the control of ENGIE Services U.S., including, but not limited to, the following: (i) any act or failure to act of, or other Delay caused by any Menlo Park Person; (ii) the failure to obtain, or delay in obtaining, any Interconnection Agreement, Applicable Permit, or approval of a Governmental Authority (including due to failure to make timely inspection), or Delays caused by Changes and/or modifications to the Scope of Work required by a Governmental Authority, other than a failure caused by the action or inaction of ENGIE Services U.S.; (iii) changes in the design, scope or schedule of the Work required by any Governmental Authority or Menlo Park Person; (iv) undisclosed or unforeseen conditions encountered at the Project Location, including discovery or existence of Hazardous Substances; (v) the failure to obtain, or delay in obtaining, approval of any Governmental Authority for design and installation of any portion of the Work, including any further or subsequent approval required with respect to any Change, other than a failure caused by the action or inaction of ENGIE Services U.S.; (vi) information provided to ENGIE Services U.S. by any Menlo Park Person or Utility is later found to be inaccurate or incomplete; (vii) any Change in Law; (ix) acts of God; (x) acts of the public enemy or terrorist acts; (xi) relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; (xii) work by Utility; (xiii) flood, earthquake, tornado, storm, fire, explosions, lightning, landslide or similar cataclysmic occurrence; (xiv) sabotage, vandalism, riots or civil disobedience; (xv) labor disputes or strikes; (xvi) labor or material shortages not caused by COVID-19, supply chain disruptions not caused by COVID-19 (labor or material shortages and supply chain disruptions attributable to COVID-19 may result in a non-compensable time extension upon presentation of adequate proof of causation, but will not otherwise constitute an Excusable Event), delay in manufacturing and deliveries of equipment; (xvii) Abnormally Severe Weather Conditions; (xviii) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long-term weather data (minimum 5 years) collected at the applicable Facility and/or other reliable calibrated and appropriate weather station representative of

such Facility; (xix) requirement by Utility that any Generating Facility discontinue operation; (xx) any action by a Governmental Authority that prevents or inhibits the Parties from carrying out their respective obligations under this Contract (including an unstayed order of a court or administrative agency having the effect of subjecting the sales of energy output to federal or state regulation of prices and/or services); (xxi) any Utility power outage at a Facility; or (xxii) regional epidemic or global pandemic with the exception of COVID-19 and other epidemics known at the time of this Agreement.

“**Facilities**” is defined in the Recitals.

“**Final Completion**” means the stage in the progress of the Work at which the Construction Work as identified in the Scope of Work, or a designated portion thereof, has been completed and commissioned, including completion of all Punch List items, completion of all required training, and delivery to Menlo Park of the final documentation (as-built drawings, operation and maintenance manuals, warranty documentation and final submittals).

“**Generating Facility**” means each of the photovoltaic, solar powered generating facilities located at the sites listed in Attachment E, and includes all associated photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wires and other equipment that may be necessary to connect the Generating Facility to the applicable Energy Delivery Point.

“**Governmental Authority**” means any federal, state, regional, town, county, city, municipal or local government agency, department or regulatory body having jurisdiction under Applicable Law over the matter in question.

“**Greenhouse Gas**” is defined in Section 13.01.

“**Hazardous Substances**” means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any “hazardous substance” as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), as amended, and regulations promulgated thereunder; (iii) any “hazardous, toxic or dangerous waste, substance or material” specifically defined as such in 42 U.S.C. §9601 *et seq.*), as amended and regulations promulgated thereunder; and (iv) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called “superfund” or “superlien” law.

“**Incentive Funds**” is defined in Section 8.06.

“**Installation**” means the setting up, construction, and placement of any equipment or materials in the manner it will be operated, in accordance with the Scope of Work and in accordance with all Applicable Laws.

“**Instruments of Service**” is defined in Section 10.01(c).

“**Interconnection Agreement**” means the Interconnection Agreement to be entered into between Menlo Park and the Utility with respect to the Generating Facilities.

“**Interconnection Facilities**” is defined in Section 18.02.

“**Interest**” means interest calculated at the lesser of (i) the prime rate plus two percent (2%) or (ii) the maximum rate permitted by Applicable Law. The “prime rate” will be the “Prime Rate” of interest per annum for domestic banks as published in The Wall Street Journal in the “Money Rates” section.

“**Losses**” is defined in Section 11.01.

“**M&V Commencement Date**” means the first day of the month immediately following the later of (i) ENGIE Services U.S.’s receipt of the fully signed Certificate of Final Completion, and (ii) ENGIE Services U.S.’s receipt of the full Contract Amount.

“**M&V Services**” (if any) are defined in Attachment E.

“**Maintenance Services**” (if any) are defined in Attachment F.

“**Measurement Period**” means each one-year period following the M&V Commencement Date.

“**NEC**” means the National Electric Code.

“**Notice to Proceed**” is defined in Section 2.04.

“**Party**” and “**Parties**” are defined in the Preamble.

“**Person**” means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority.

“**Professional Services**” means professional services (such as Education Services, Maintenance Services and M&V Services, if any) provided by ENGIE Services U.S. to Menlo Park under this Contract.

“**Project**” means the entirety of Work to be performed by ENGIE Services U.S. pursuant to the Scope of Work, and any Change Orders.

“**Project Location**” means the area or areas where the Project materials and equipment and any other energy related equipment, as described in the Scope of Work, are installed, and the general area where the Work is performed.

“**Punch List**” means, with respect to any portion of the Work, a list of minor corrective items which need to be completed or corrected in order to complete such portion of the Work, but do not impair Menlo Park’s ability to beneficially operate and utilize such portion of the Work.

“**Recommendations**” is defined in the Recitals.

“**Retained Items**” is defined in Section 10.02.

“**Retention**” is defined in Section 8.03.

“**Schedule of Values**” is defined in Section 8.01.

“**Scope of Work**” means the Work set forth in Attachments C and D, as modified by any Change Order.

“**Substantial Completion**” means the stage in the progress of the Work at which the Work, or a designated portion thereof, is sufficiently complete, in conformance with the Scope of Work, the Construction Documents and any Change Orders, so that Menlo Park can take Beneficial Use thereof.

“**Surety**” means the surety supplying the Contract Bonds, which must be an “admitted surety insurer,” as defined by California Code of Civil Procedure §995.120, authorized to do business in the State of California, and reasonably satisfactory to Menlo Park.

“**Utility**” is defined in Section 18.02.

“**Work**” means the Work to be done by ENGIE Services U.S. pursuant to the Scope of Work including design and construction services but excluding Professional Services, subject to any Change Orders.

ARTICLE 2. TERM; PERFORMANCE OF THE WORK

Section 2.01 Contract Term. The term of this Contract commences on the Contract Effective Date and ends on the last day on which Work is performed, unless terminated earlier as provided in this Contract. Provisions applicable to the Professional Services provided under the Attachments hereto shall survive until the last day on which the applicable Professional Services are performed.

Section 2.02 Performance of Work. The Work and Professional Services to be performed hereunder will be provided in accordance with the terms of this Contract and the City’s Agreement Forms, General Provisions, and Special Provisions where applicable, and the applicable standard of care. ENGIE Services U.S. will perform its obligations under this Contract (i) using the degree of skill and care that is required by current, good and sound professional procedures and practices, and (ii) in conformance with (a) generally accepted professional standards prevailing at the time the Work is performed, (b) the covenants, terms and conditions of this Contract, and (c) applicable laws, codes, rules and regulations, including, without limitation, the applicable provisions of the California Building Code. ENGIE Services U.S. represents and warrants that it is fully experienced in projects of the nature and scope of the Work and Professional Services, and that it is properly qualified, licensed and equipped to supply and perform the Work and Professional Services. The Work completed herein will be subject to Menlo Park’s general right of inspection and supervision to secure the satisfactory completion thereof in accordance with this Contract.

Section 2.03 Scope of Work.

- (a) The Scope of Work may not exceed that set forth in Attachments C and D, except pursuant to a Change Order.
- (b) The Professional Services may not exceed those set forth in Attachments E, F and G, except pursuant to a Change Order.

Section 2.04 Notice to Proceed. Menlo Park will issue to ENGIE Services U.S. a written Notice to Proceed (“Notice to Proceed”) upon receipt from ENGIE Services U.S. of required contract documents, bonds and insurance, and other pre-construction deliverables set forth herein. ENGIE Services U.S. will begin Work within thirty (30) calendar days after ENGIE Services U.S.’s receipt of the Notice to Proceed.

Section 2.05 Project Schedule. No later than forty-five (45) calendar days after receipt of the Notice to Proceed, ENGIE Services U.S. will develop, with input from Menlo Park, a master project schedule using Microsoft Project®. ENGIE Services U.S. will establish a weekly construction meeting at which time the Work of the previous week will be reviewed and a two-week look ahead will be coordinated. The project schedule will be updated monthly.

Section 2.06 Menlo Park's Records and Data. If ENGIE Services U.S. requests, Menlo Park will provide to ENGIE Services U.S., within thirty (30) calendar days after such request or to the best of Menlo Park's abilities, Menlo Park's design documents and other documents and data relating to Menlo Park's larger project underway at the Project Location ("Project Data"). "Project Data" means all of Menlo Park's records, drawings and complete data concerning the new construction plans and project, including, without limitation, descriptions of any present or anticipated changes in a building's structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment expected to be used in the Facilities; applicable building drawings, specifications, existing AutoCAD files, operation and maintenance manuals, and as-builts;. Menlo Park agrees that ENGIE Services U.S. may rely on the Project Data as being accurate in all respects.

Section 2.07 Proof of Financial Arrangements. Prior to the commencement of the Work, Menlo Park will provide ENGIE Services U.S. mutually agreeable proof that financial arrangements have been made to fulfill Menlo Park's obligations under this Contract. Menlo Park's requirement to furnish such proof to ENGIE Services U.S. is a condition precedent to commencement of the Work. After commencement of the Work, ENGIE Services U.S. may request such proof if (i) Menlo Park fails to make payments to ENGIE Services U.S. as this Contract requires; (ii) a Change in the Work materially changes the Contract Amount; or (iii) ENGIE Services U.S. has other reasonable concerns regarding Menlo Park's ability to fulfill its payment obligations under this Contract when due. Menlo Park will furnish such proof as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change.

ARTICLE 3. PROJECT IMPLEMENTATION - GENERAL

Section 3.01 Registrations, Permits and Approvals.

- (a) Prior to issuing the Notice to Proceed, Menlo Park must register the Project with the California Department of Industrial Relations, using Form PWC-100.
- (b) ENGIE Services U.S. is responsible for obtaining, but not paying for, Applicable Permits. Menlo Park will cooperate fully with and assist ENGIE Services U.S. in obtaining all Applicable Permits, certifications, exemptions or approvals that may be required under this Contract.
- (c) Menlo Park is responsible for hiring and paying inspectors, and for fees associated with plan checks (including expedited plan checks), permits, inspections, , annual operating permits (if any), approvals or exemptions from CEQA, and utility interconnection(s), including any additional Scope of Work that may be required by the Utilities as part of the Interconnection Agreement(s).

Section 3.02 Coordination. Menlo Park will be responsible for coordinating the activities of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors and suppliers with those of Menlo Park Persons.

Section 3.03 Project Meetings/Status Updates. During the course of the Work, ENGIE Services U.S. will periodically meet with Menlo Park to report on the general status and progress of the Work. Frequency of the meetings will be as agreed upon by the Parties. ENGIE Services U.S. may (but is not required to) make food and beverage items of nominal value available to Menlo Park and Menlo Park's employees and agents at such meetings, which if offered will be deemed part of the Scope of Work and included in the Contract Amount.

Section 3.04 Project Location Access. Menlo Park hereby grants to ENGIE Services U.S., without cost to ENGIE Services U.S., all rights of ingress and egress at the Project Location, necessary for ENGIE Services U.S. to perform the Work and provide all services contemplated by this Contract. ENGIE Services U.S. will provide twenty-four-hour advance notice to Menlo Park for access to any Menlo Park Facilities. All persons entering the Project Location, including Menlo Park and its employees and agents, must follow ENGIE Services U.S.'s safety procedures. ENGIE Services U.S. may (but is not required to) make transportation available to Menlo Park and Menlo Park's employees and agents between and within Project Locations, which if offered will be deemed part of the Scope of Work and included in the Contract Amount.

Section 3.05 Consents; Cooperation. Whenever a Party's consent, approval, satisfaction, or determination will be required or permitted under this Contract, and this Contract does not expressly state that the Party may act in its sole discretion, such consent, approval, satisfaction, or determination will not be unreasonably withheld, qualified, conditioned, or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract. Whenever a Party's cooperation is required for the other Party to carry out its obligations hereunder, each Party agrees that it will act in good faith and reasonably in so cooperating with the other Party or its designated representatives or assignees or subcontractors. Each Party will furnish decisions, information, and approvals required by this Contract in a timely manner so as not to delay the other Party's performance under this Contract.

Section 3.06 Independent Contractor. The Parties hereto agree that ENGIE Services U.S., and any agents and employees of ENGIE Services U.S., its subcontractors and/or consultants, is acting in an independent capacity in the performance of this Contract, and not as a public official, officer, employee, partner, consultant, or agent of Menlo Park for purposes of conflict of interest laws, federal income tax or any other Applicable Law. Menlo Park and ENGIE

Services, in performing any of their obligations hereunder, shall be independent parties and shall discharge their contractual obligations at their own risk

ARTICLE 4. FINAL DESIGN PHASE – CONSTRUCTION DOCUMENTS / EQUIPMENT PROCUREMENT

Section 4.01 General Provisions.

- (a) After receipt of the Notice to Proceed, ENGIE Services U.S. will proceed with the preparation of any necessary designs, drawings, and specifications related to the Scope of Work.
- (b) After completion of the design phase and approval of the final plans and specifications by Menlo Park, ENGIE Services U.S. will commence ordering the equipment identified in the Scope of Work, and any other necessary materials and supplies in order to meet the project schedule.
- (c) Menlo Park will designate a single-point representative with whom ENGIE Services U.S. may consult on a reasonable, regular basis and who is authorized to act on Menlo Park's behalf with respect to the Project design. Menlo Park's representative will render decisions in a timely manner with regard to any documents submitted by ENGIE Services U.S. and to other requests made by ENGIE Services U.S. in order to avoid delay in the orderly and sequential progress of ENGIE Services U.S.'s design services.
- (d) Within ten (10) Business Days after ENGIE Services U.S.'s request, Menlo Park will:
 - (i) furnish all surveys or other information in Menlo Park's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Project Location;
 - (ii) disclose any prior environmental review documentation and all information in its possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Substances, in or around the general area of the Project Location;
 - (iii) supply ENGIE Services U.S. with all relevant information in Menlo Park's possession, including any as-built drawings and photographs, of prior construction undertaken at the Project Location;
 - (iv) obtain any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Project Location for the execution of the Work; and
 - (v) obtain any and all title reports for those Project Locations reasonably requested by ENGIE Services U.S.
- (e) All information furnished pursuant to this Section 4.01 will be supplied at Menlo Park's expense, and ENGIE Services U.S. will be entitled to rely upon the accuracy and completeness of all information provided. If ENGIE Services U.S. is adversely affected by any failure to provide, or delay in providing, the information specified in Section 4.01(d), ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount as mutually agreed to by the Parties.
- (f) If any information disclosed under this Section 4.01 gives rise to a Change to the Work or an Excusable Event, ENGIE Services U.S. will notify Menlo Park. The Parties will meet and confer with respect to those Changes, and ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount. If the Parties, however, are unable to agree on whether Menlo Park's disclosed information gives rise to a Change to the Work or an Excusable Event, those disputes are to be resolved in accordance with ARTICLE 19.
- (g) ENGIE Services U.S. contemplates that it will not encounter any Hazardous Substances at the Project Location, except as has been disclosed as a pre-existing condition by Menlo Park prior to the Contract Effective Date. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the Contract Effective Date will constitute a valid basis for a Change Order.

Section 4.02 Review of Construction Documents. ENGIE Services U.S. will prepare and submit all drawings and specifications to Menlo Park for review. Menlo Park / Authorities with Jurisdiction will review the documents and provide any comments in writing to ENGIE Services U.S. within thirty (30) Days or within such time as is reasonably required after receipt of the documents. Menlo Park will notify ENGIE Services U.S. in writing within thirty (30) days of submittals if the review of the Construction Documents will take more than thirty (30) Days. ENGIE Services U.S. will incorporate appropriate Menlo Park comments into the applicable drawings and specifications. ENGIE Services U.S. reserves the right to issue the drawings and specifications in phases to allow Construction to be performed in phases. Menlo Park's review of Construction Documents will include without limitation confirmation that the designed installation complies with structural and electrical requirements and applicable fire safety provisions, confirmation that the design contemplates adequate rooftop support for any additional rooftop weight contemplated for the solar facility ("dead load") and any rooftop weight required for the Work ("live load") and any loads generated by seismic forces on the planned solar panels.

Section 4.03 Permits. The respective obligations of the Parties in obtaining inspections and permits are as specified in Section 3.01. Menlo Park will agree to any nonmaterial changes to the designs, drawings, and specifications required by any Governmental Authority. The Contract Amount must be increased by any additional cost incurred by ENGIE Services U.S. due to a Change required by a Governmental Authority and the time required to complete the Work must be increased by the number of additional days required to complete the Work because of a Change imposed by a Governmental Authority.

Section 4.04 Changes During Final Design Phase. If during the design phase any Menlo Park Person requests Changes and/or modifications to the Work that materially affects the Project Schedule and/or Contract Amount, and/or an Excusable Event occurs, ENGIE Services U.S. may be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount. Valid bases for additional compensation and/or time extension include, but are not limited to: (i) any Menlo Park Person requests changes and/or modifications to the Project Scope of Work during the Project design phase; (ii) any Menlo Park Person causes delays during ENGIE Services U.S.'s design work; (iii) the discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed as of the Contract Effective Date; (iv) the discovery of Hazardous Substances at or impacting the Project Location; (v) changes to the Scope of Work required to obtain Applicable Permits; (vi) damage to any equipment or other Work installed by ENGIE Services U.S. caused by the act or omission of any Menlo Park Person; (vii) changes and/or modifications to Scope of Work ordered by any Governmental Authority; and (viii) any other condition that would not reasonably have been anticipated by ENGIE Services U.S., that modifies and/or changes the Scope of Work, that increases the agreed-upon Contract Amount or increases the time needed to complete the Work.

Section 4.05 Approval by Authorities with Jurisdiction. ENGIE Services U.S. understands and agrees that pursuant to the Public Contract Code, it cannot proceed with the construction phase until Menlo Park and other required Authorities with Jurisdiction, e.g., the Building Official and/or Menlo Park Fire Marshal, have approved the final design documents. Menlo Park shall promptly notify ENGIE Services U.S. upon receipt of all required approvals of the Construction Documents.

ARTICLE 5. CONSTRUCTION PHASE

Section 5.01 General Provisions. Upon securing the requisite Applicable Permits pursuant to Section 3.01, and completion of Construction Documents, ENGIE Services U.S. will commence the construction of the Project in accordance with the Construction Documents. The construction will be performed in accordance with all Applicable Laws and Applicable Permits, by ENGIE Services U.S. and/or one or more licensed subcontractors qualified to perform the Work.

Section 5.02 ENGIE Services U.S.'s Responsibilities during Construction Phase.

- (a) As an independent contractor to Menlo Park, ENGIE Services U.S. will provide, or cause to be provided by its subcontractor(s), all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution, construction, and completion of the Work. ENGIE Services U.S. will purchase in advance all necessary materials and supplies for the construction of the Project in order to assure the prompt and timely delivery of the completed Work pursuant to the project schedule. ENGIE Services U.S. will also be responsible for all means, methods, techniques, sequences, and procedures required by the Construction Documents.
- (b) ENGIE Services U.S. will make commercially reasonable efforts to coordinate construction activities and perform the Work to minimize disruption to Menlo Park's operations at the Project Location. ENGIE Services U.S. will provide at least thirty (30) calendar days' written notice (or as many days as possible if thirty (30) days' notice cannot be given) to Menlo Park of any planned power outages that will be necessary for the construction. ENGIE Services U.S. will cooperate with Menlo Park in scheduling such outages, and Menlo Park agrees to provide its reasonable approval of any scheduled outage.
- (c) ENGIE Services U.S. will initiate and maintain a safety program in connection with its Construction of the Project. ENGIE Services U.S. will take reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to: (i) employees of ENGIE Services U.S. and subcontractors performing Work under this Contract; (ii) ENGIE Services U.S.'s property and other materials to be incorporated into the Project, under the care, custody, and control of ENGIE Services U.S. or its subcontractors; and (iii) other property at or adjacent to the Project Location not designated for removal, relocation, or replacement during the course of construction. ENGIE Services U.S. will not be responsible for Menlo Park's employees' safety unless ENGIE Services U.S.'s negligence in the performance of its Work is the actual and/or proximate cause of the employee's injury.
- (d) ENGIE Services U.S. will provide notice to Menlo Park of scheduled test(s) of installed equipment, if any, and Menlo Park and/or its designees will have the right to be present at any or all such tests conducted by ENGIE Services U.S., any subcontractor, and/or manufacturers of the equipment.

- (e) Pursuant to California Labor Code §6705, if the Work is a public work involving an estimated expenditure in excess of \$25,000 and includes the excavation of any trench or trenches five (5) feet or more in depth, ENGIE Services U.S. will, in advance of excavation, submit to Menlo Park and/or a registered civil or structural engineer, employed by Menlo Park, to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, which provisions will be no less effective than the current and applicable CAL-OSHA Construction Safety Orders. No excavation of such trench or trenches may be commenced until this detailed plan has been accepted by Menlo Park or by the person to whom authority to accept has been delegated by Menlo Park. Pursuant to California Labor Code §6705, nothing in this Section 5.02(e) imposes tort liability on Menlo Park or any of its employees.
- (f) Pursuant to California Public Contract Code §7104, if the Work is a public work involving digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground:
 - (i) ENGIE Services U.S. will promptly, and before the following conditions are disturbed, notify Menlo Park, in writing, of any:
 - 1) Material that ENGIE Services U.S. believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - 2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to ENGIE Services U.S. before the Contract Effective Date;
 - 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
 - (ii) Menlo Park will promptly investigate the conditions and, if it finds that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in ENGIE Services U.S.'s cost of, or the time required for, performance of any part of the Work will issue a Change Order under the procedures described in this Contract.
 - (iii) If a dispute arises between Menlo Park and ENGIE Services U.S., whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in ENGIE Services U.S.'s cost of, or time required for, performance of any part of the Work, ENGIE Services U.S. will not be excused from any scheduled completion date provided for by this Contract but will proceed with all Work to be performed under this Contract. ENGIE Services U.S. will retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

Section 5.03 Menlo Park's Responsibilities during Construction Phase.

- (a) Menlo Park will designate a single-point representative authorized to act on Menlo Park's behalf with respect to Project construction and/or equipment installation. Menlo Park may from time to time change the designated representative and will provide written notice to ENGIE Services U.S. of such change. Any independent review of the construction will be undertaken at Menlo Park's sole expense, and will be performed in a timely manner so as to not unreasonably delay the orderly progress of ENGIE Services U.S.'s Work.
- (b) Menlo Park will provide a temporary staging area for ENGIE Services U.S., or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed. Menlo Park will provide sufficient space at the Facilities for the performance of the Work and the storage, installation, and operation of any equipment and materials and will take reasonable steps to protect any such equipment and materials from harm, theft and misuse. Menlo Park will provide access to the Facilities, including parking permits and identification tags, for ENGIE Services U.S. and subcontractors to perform the Work during regular business hours, or such other reasonable hours as may be requested by ENGIE Services U.S. and acceptable to Menlo Park. Menlo Park will also either provide a set or sets of keys to ENGIE Services U.S. and its subcontractors (signed out per Menlo Park policy) or provide a readily available security escort to unlock and lock doors. Menlo Park will not unreasonably restrict ENGIE Services U.S.'s access to Facilities to make emergency repairs or corrections as ENGIE Services U.S. may determine are needed.
- (c) Menlo Park will maintain the portion of the Project Location that is not directly affected by ENGIE Services U.S.'s Work. Menlo Park will keep the designated Project Location and staging area for the Project free of obstructions, waste, and materials within the control of Menlo Park.
- (d) Menlo Park will obtain any required environmental clearance from, and any inspections, including special inspections, required by, any federal, state, and local jurisdictions, including any clearances required under CEQA, prior to scheduled construction start date.

- (e) Menlo Park will prepare the Project Location for construction, including, but not limited to, clearance of all above and below ground obstructions, such as vegetation, buildings, appurtenances, and utilities. Subsurface conditions and obstacles (buried pipe, utilities, etc.) that are not otherwise previously and accurately documented by Menlo Park and such documentation made available to ENGIE Services U.S. are the responsibility of Menlo Park. If ENGIE Services U.S. encounters such unforeseen conditions in the performance of the Work, ENGIE Services U.S. may be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.
- (f) Menlo Park will remove any Hazardous Substances either known to Menlo Park prior to the commencement of the Work or encountered by ENGIE Services U.S. during the construction of the Project, if necessary in order for the Work to progress safely, that were not knowingly released or brought to the site by ENGIE Services U.S. ENGIE Services U.S. will respond to the discovery of Hazardous Substances at or around the Project Location during the course of ENGIE Services U.S.'s construction in accordance with Section 5.06.
- (g) Menlo Park will coordinate the Work to be performed by ENGIE Services U.S. with its own operations and with any other construction project that is ongoing at or around the Project Location, with the exception that ENGIE Services U.S. will coordinate the Interconnection Facilities work, if any, which will be performed by the local utility.
- (h) Menlo Park will, and will cause Menlo Park Persons to, allow ENGIE Services U.S. and its subcontractors access to and reasonable use of necessary quantities of Menlo Park's water and other utilities, including electrical power, as needed for the construction of the Work, at no cost to ENGIE Services U.S.
- (i) Menlo Park will, and will cause Menlo Park Persons to, provide ENGIE Services U.S. and/or its subcontractors with reasonable access to the Project Location to perform the Work, including without limitation and at no extra cost to ENGIE Services U.S., access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours when necessary for utility interconnection and microgrid testing. ENGIE Services U.S. will notify Menlo Park in advance to coordinate Work required during non-regular working hours.
- (j) Menlo Park will also do the following:
 - (i) Attend the regularly scheduled progress meetings. Participate as needed regarding scheduling of the Work.
 - (ii) When requested by ENGIE Services U.S., participate in the job inspection walk-through with ENGIE Services U.S. to determine Substantial Completion or Beneficial Use of major equipment, and will sign the Certificate(s) of Substantial Completion.
 - (iii) Perform a final walk-through of the Project and, upon receipt of the operation and maintenance manuals and as-built drawings, sign the Certificate of Final Completion for the related Work.
 - (iv) Upon the completion of the entire Scope of Work listed in Attachment C, including training, if any, and submission of close-out documents, sign a Certificate of Final Completion for the entire Project.

Section 5.04 Changes.

- (a) Change Orders Generally. Changes and/or modifications to the Scope of Work will be authorized by a written Change Order issued by Menlo Park and signed by both Parties. The Change Order should state the change and/or modification to the Scope of Work, any additional compensation to be paid, and any applicable extension of time. ENGIE Services U.S. may, at its election, suspend performance of that portion of the Work affected by any proposed Change until a written Change Order with respect to the Changed or modified Work has been signed by both Menlo Park and ENGIE Services U.S. ENGIE Services U.S. will use its reasonable efforts to continue other portions of the Work not affected or impacted by such proposed Change until such time as the applicable Change Order is resolved. In addition, if any Menlo Park Person requests a proposal from ENGIE Services U.S. for a Change and Menlo Park subsequently elects to not proceed with such Change, Menlo Park agrees that a Change Order will be issued to reimburse ENGIE Services U.S. for any costs reasonably incurred for estimating services, design services, and/or preparation of the proposal requested by such Menlo Park Person.
- (b) Change Orders Requiring Additional Compensation. If during construction any Menlo Park Person requests changes and/or modifications to the Work, and/or there are Excusable Events, Menlo Park will pay the extra costs caused by such modifications and/or changes and/or Excusable Event and ENGIE Services U.S. will be entitled to additional compensation for the following reasons, that include, but are not limited to: (i) any Menlo Park Person requests changes and/or modifications to the Scope of Work during the construction phase of the Project; (ii) any Menlo Park Person causes delays during ENGIE Services U.S.'s construction work; (iii) discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed prior to the commencement of the Work; (iv) discovery of Hazardous Substances at or impacting the Project Location; (v) changes and/or modifications to the Scope of Work required to obtain required permits and approvals as

required by any Governmental Authority; (vi) damage to any equipment or other Work installed by ENGIE Services U.S. caused by the act or omission of any Menlo Park Person; (vii) changes and/or modifications to Scope of Work ordered by any Governmental Authority; and (viii) any other condition that would not reasonably have been anticipated by ENGIE Services U.S., that modifies and/or changes the Scope of Work or the Contract Amount.

- (c) Change Orders Requiring Additional Time. If during construction any Menlo Park Person requests changes and/or modifications to the Scope of Work and/or an Excusable Event occurs, the Parties agree that an equitable extension of time to complete the Work may be necessary. Menlo Park and ENGIE Services U.S. acknowledge and agree that changes to price based on delay of schedule due to supply chain shall not be requested or accepted. Prior to any extension of time, ENGIE Services U.S. will use commercially reasonable efforts to make up such delays, including authorizing overtime payments; *provided* that Menlo Park has issued a Change Order authorizing any such overtime payment and has specifically agreed to pay all costs, including administrative charges and expenses, associated therewith.
- (d) Method for Adjustment. An increase or decrease in the Contract Amount and/or time resulting from a Change in the Work and/or Excusable Event must be determined by one or more of the following methods:
 - (i) unit prices set forth in this Contract or as subsequently agreed;
 - (ii) a mutually accepted, itemized lump sum; or
 - (iii) costs calculated on a basis agreed upon by Menlo Park and ENGIE Services U.S. plus a fee (either a lump sum or a fee based on a percentage of cost) to which the Parties agree.
- (e) Disagreements. If there is a disagreement between Menlo Park and ENGIE Services U.S. as to whether ENGIE Services U.S. is entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount, those disputes are to be resolved in accordance with the provisions of ARTICLE 19. Pending the resolution of any such dispute, ENGIE Services U.S. may not suspend undisputed Work.

Section 5.05 Minor Changes to Scope of Work. ENGIE Services U.S. has the authority to make minor changes that do not change the total Contract Amount and are consistent with the quality expected from and intent of the Construction Documents, without prior notice to Menlo Park. ENGIE Services U.S. will either promptly inform Menlo Park, in writing, of any minor changes made during the implementation of the Project, or make available to Menlo Park at the site a set of as-built drawings that will be kept current that point out those minor changes.

Section 5.06 Hazardous Substances.

- (a) ENGIE Services U.S. will promptly provide written notice to Menlo Park if ENGIE Services U.S. observes any Hazardous Substance, as defined herein, at or around the Facilities during the course of construction or installation of any equipment which have not been addressed as part of the Scope of Work. ENGIE Services U.S. will have no obligation to investigate the Facilities for the presence of Hazardous Substances prior to commencement of the Work unless otherwise specified in the Scope of Work. Menlo Park will be solely responsible for investigating Hazardous Substances and determining the appropriate removal and remediation measures with respect to the Hazardous Substances. Menlo Park will comply with all Applicable Laws with respect to the identification, removal and proper disposal of any Hazardous Substances known or discovered at or around the Facilities, and in such connection will execute all generator manifests with respect thereto. ENGIE Services U.S. will comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work. In connection with the foregoing, Menlo Park will provide ENGIE Services U.S., within ten (10) Business Days after the Contract Effective Date, a written statement that represents and warrants (i) whether or not, to its knowledge, there are Hazardous Substances either on or within the walls, ceiling or other structural components, or otherwise located in the Project Location, including, but not limited to, asbestos-containing materials; (ii) whether or not, to its knowledge, conditions or situations exist at the Facilities which are subject to special precautions or equipment required by federal, state, or local health or safety regulations; and (iii) whether or not, to its knowledge, there are unsafe working conditions at the Facilities.
- (b) Menlo Park shall indemnify, defend, and hold ENGIE Services U.S. harmless from and against any and all Losses that in any way result from, or arise under, such Menlo Park owned or generated Hazardous Substances, except for liabilities to the extent due to the negligence or willful or reckless misconduct of ENGIE Services U.S., or its subcontractors, agents or representatives, in the handling, disturbance or release of Hazardous Substances. ENGIE Services U.S. shall indemnify, defend and hold harmless Menlo Park, its directors, officers, shareholders, partners, members, agents and employees from and against any and all Losses that in any way result from, or arise under, any Hazardous Substance (as defined in Article 1) to the extent deposited at the Project Location, by ENGIE Services U.S. or any of its contractors or agents. This indemnification will survive any termination of this Contract.

Section 5.07 Pre-Existing Conditions. Certain pre-existing conditions may be present within the Facilities that (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of ENGIE Services U.S.'s Work, (iii) may cause ENGIE Services U.S.'s completed Work to be non-compliant with applicable codes, (iv) may prevent Menlo Park from realizing the full benefits of ENGIE Services U.S.'s Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope of ENGIE Services U.S.'s Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, ENGIE Services U.S. will not be responsible for repairing such pre-existing conditions unless such responsibility is expressly provided for in the Scope of Work or an approved Change Order, if agreed to by both Parties.

ARTICLE 6. PROJECT COMPLETION

Section 6.01 Occupancy or Use of Work. Menlo Park may take occupancy or use of any completed or partially completed portion of the Work at any stage, whether or not such portion is Substantially Complete, *provided* that such occupancy or use is authorized by Governmental Authority and, *provided further*, that Menlo Park assumes responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. If Substantial Completion of a portion of the Construction Work is not yet achieved, occupancy or use of such portion of the Work will not commence until Menlo Park's insurance company has consented to such occupancy or use. When occupancy or use of a portion of the Work occurs before Substantial Completion of such portion, Menlo Park and ENGIE Services U.S. will accept in writing the responsibilities assigned to each of them for title to materials and equipment, payments and Retention with respect to such portion.

Section 6.02 Substantial Completion. When ENGIE Services U.S. considers the Work, or any portion thereof, to be Substantially Complete, ENGIE Services U.S. will supply to Menlo Park a written Certificate of Substantial Completion with respect to such portion of the Work, including a Punch List of items and the time for their completion or correction. Menlo Park will within ten (10) Business Days of receipt of the Certificate of Substantial Completion or the time reasonably necessary, provided that additional time is requested in writing to ENGIE Services U.S. within the ten (10) business day period, review such portion of the Work for the sole purpose of determining that it is Substantially Complete, and sign and return the Certificate of Substantial Completion to ENGIE Services U.S. acknowledging and agreeing: (i) that such portion of the Work is Substantially Complete; (ii) the date of such Substantial Completion; (iii) that from the date of Substantial Completion Menlo Park will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. Menlo Park agrees that approval of a Certificate of Substantial Completion will not be unreasonably withheld, delayed or conditioned.

Section 6.03 Final Completion. When ENGIE Services U.S. considers the entirety of the Work to be Finally Complete, ENGIE Services U.S. will notify Menlo Park that the Work is fully complete and ready for final inspection. Menlo Park will inspect the Work to verify the status of Final Completion, confirm that the entirety of the Scope of Work has been installed properly and according to the approved plans, and confirm the installation complies with structural and electrical requirements and applicable fire safety provisions, and confirm Menlo Park's eligibility for a Temporary Occupancy Permit within ten (10) Business Days after its receipt of ENGIE Services U.S.'s certification that the Work is complete or within such timeframe as is reasonably necessary to complete inspection of the Work; provided that additional time is requested in writing to ENGIE Services U.S. within the ten (10) business day period. When Menlo Park confirms in writing that the Work is fully completed, ENGIE Services U.S. will issue a Certificate of Final Completion, which Menlo Park must sign. Menlo Park agrees that its signing of the Certificate of Final Completion will not be unreasonably withheld, delayed or conditioned. Within 60 days after final acceptance of the Work, Menlo Park will pay ENGIE Services U.S. any remaining Contract Amount due and any outstanding Retention being withheld by Menlo Park, in accordance with Section 8.03. Menlo Park may give ENGIE Services U.S. written notice of acceptance of the Work and will promptly record a notice of completion or notice of acceptance in the office of the county recorder in accordance with California Civil Code §9204.

Section 6.04 Transfer of Title; Risk of Loss. Title to all or a portion of the Project equipment, supplies and other components of the Construction Work will pass to Menlo Park upon the earlier of (i) the date payment for such Project equipment, supplies or components is made by Menlo Park or (ii) the date any such items are incorporated into the Project Location. ENGIE Services U.S. will retain care, custody and control and risk of loss of such Project equipment, supplies and components until the earlier of Beneficial Use or Substantial Completion. Transfer of title to Menlo Park will in no way affect Menlo Park's and ENGIE Services U.S.'s rights and obligations as set forth in other provisions of this Contract.

ARTICLE 7. SUBCONTRACTORS

Section 7.01 Authority to Subcontract. ENGIE Services U.S. may delegate its duties and performance under this Contract, and has the right to enter into agreements with any subcontractors and other service or material providers as ENGIE Services U.S. may select in its discretion to perform the Work, so long as such subcontractors are procured utilizing a competitive process and provided that such subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. ENGIE Services U.S. shall comply with the requirements of Public Contract Code Section 4107 in the event it seeks to substitute any subcontractor selected to perform a portion of

the Work. ENGIE Services U.S. will not be required to enter into any subcontracts with parties whom ENGIE Services U.S. has not selected or subcontractors whom ENGIE Services U.S. has objection to using. Notwithstanding the foregoing, ENGIE Services U.S. shall continue to be responsible for the quality of the work performed by its subcontractors. ENGIE Services U.S. shall ensure that its insurance coverage covers the work and liability of all of its subcontractors or its subcontractors' insurance coverage meets the requirements of the Contract.

Section 7.02 Prompt Payment of Subcontractors. ENGIE Services U.S. shall pay when due all valid charges from subcontractors and suppliers supplying goods or services to ENGIE Services U.S. under this Contract and shall keep the Project free and clear of any liens related to such charges, except for those liens which ENGIE Services U.S. is permitted by law to place on the Project following non-payment by Menlo Park of amounts due under this Agreement. ENGIE Services U.S. shall indemnify Menlo Park for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Project. In the event any lien is filed against the Project in connection with any work performed or materials furnished to ENGIE Services U.S., within thirty (30) calendar days after the filing of such lien ENGIE Services U.S. shall either discharge and cancel such lien of record or post a bond sufficient under the laws of the State of California to release the same as a lien against the Project. If ENGIE Services U.S. fails to timely satisfy the foregoing obligations, ENGIE Services U.S. shall pay to Menlo Park within one (1) business day of written request all amounts so paid by Menlo Park, including attorney's fees, together with Interest at the rate of 2% per month or such other rate as may be required by the Prompt Payment Act set forth in the Public Contract Code.

Section 7.03 Relationship. Nothing in this Contract constitutes or will be deemed to constitute a contractual relationship between any of ENGIE Services U.S.'s subcontractors and Menlo Park, or any obligation on the part of Menlo Park to pay any sums to any of ENGIE Services U.S.'s subcontractors.

Section 7.04 Prevailing Wages. To the extent required by California Labor Code §1771 or other Applicable Law, all employees of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors performing Work at the Project Location will be paid the per diem prevailing wages for the employee's job classification in the locality in which the Work is performed. In accordance with California Labor Code §§1773 and 1773.2, Menlo Park will obtain from the Director of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute the Work at the Project Location, and will cause copies of such determinations to be kept on file at its principal office and posted at each Project Location. Menlo Park will promptly notify ENGIE Services U.S. of any changes to any such prevailing wage determination. For the Construction Phase of the Work, ENGIE Services U.S. shall comply with the duty enunciated in California Labor Code §1777.5 to hire apprentices, unless the craft or trade does not require the use of apprentices, as indicated in the corresponding prevailing wage determination. This duty applies to all contractors and subcontractors on a project, even if their part of the project is less than \$30,000. PCC §§ 2600- 2603 (Chapter 2.9, Part 1, Division 2). Such "skilled and trained workforce" shall meet the requirements of Chapter 2.9 of the California Public Contract Code. (Public Contract Code §§ 2600- 2603 (Chapter 2.9, Part 1, Division 2).)

ARTICLE 8. PAYMENTS

Section 8.01 Monthly Progress Payments. Promptly after the Contract Effective Date, ENGIE Services U.S. will invoice Menlo Park for a mobilization payment in the amount of Ten Percent (10%) of the Contract Amount. These amounts must be paid to ENGIE Services U.S. within thirty (30) calendar days after Menlo Park's receipt of an invoice for those amounts. In addition, as the Work progresses, ENGIE Services U.S. will submit to Menlo Park its applications for monthly payments based on the progress made on the Project through the date on which ENGIE Services U.S. submits such Application for Payment. Within twenty-one (21) calendar days from the Contract Effective Date, ENGIE Services U.S. will prepare and submit to Menlo Park a schedule of values apportioned to the various divisions or phases of the Work ("Schedule of Values"). Each line item contained in the Schedule of Values will be assigned a value such that the total of all items equals the Contract Amount. All Applications for Payment will be in accordance with the Schedule of Values.

Section 8.02 Materials Stored Off-Site. In addition to the monthly progress payments specified in Section 8.01, ENGIE Services U.S. may invoice Menlo Park for materials purchased in advance and not stored at the Project Location, if any. Each such Application for Payment will be accompanied by proof of off-site material purchases, evidence that the materials have been delivered to a warehouse reasonably acceptable to Menlo Park and evidence of appropriate insurance coverage. ENGIE Services U.S. will furnish to Menlo Park written consent from the Surety approving the advance payment for materials stored off site. Menlo Park will pre-pay one hundred percent (100%) of ENGIE Services U.S.'s Application for Payment for the materials delivered, less Retention as indicated in Section 8.03. ENGIE Services U.S. will protect stored materials from damage. Damaged materials, even though paid for, will not be incorporated into the Work and will be replaced at ENGIE Services U.S. expense.

Section 8.03 Retention. Subject to Section 8.05 below, Menlo Park, or its designee, must approve and pay each Application for Payment, less a retention amount ("Retention") of five percent (5%) in accordance with California Public Contract Code §7201, within thirty (30) calendar days after its receipt of the Application for Payment; *provided, however,* that there is to be no Retention with respect to the mobilization payment and any fee for the Recommendations. A failure to approve and pay an approved Application for Payment in a timely manner is a material default by Menlo Park

under this Contract. Menlo Park may make progress payments in full without Retention at any time after fifty percent (50%) of the Work has been completed, as permitted pursuant to California Public Contract Code §9203. In lieu of Retention being held by Menlo Park, ENGIE Services U.S. may request that securities be substituted or Retention be held in an escrow account pursuant to California Public Contract Code §22300.

Section 8.04 Final Payment. The final Application for Payment may be submitted after Final Completion. The final payment amount must also include payment to ENGIE Services U.S. for any remaining Retention withheld by Menlo Park.

Section 8.05 Disputed Invoices/Late Payments. Menlo Park may in good faith dispute any Application for Payment, or part thereof, within fifteen (15) calendar days after the date the Application for Payment was received by Menlo Park. If Menlo Park disputes all or a portion of any Application for Payment, Menlo Park will pay the undisputed portion when due and provide ENGIE Services U.S. a written notice and explanation of the basis for the dispute and the amount of the Application for Payment being withheld related to the dispute. If any amount disputed by Menlo Park is finally determined to be due to ENGIE Services U.S., either by agreement between the Parties or as a result of dispute resolution pursuant to ARTICLE 19 below, it will be paid to ENGIE Services U.S. within ten (10) Business Days after such final determination, plus Interest from the date billed or claimed until such amount is paid.

ARTICLE 9. WARRANTY / LIMITATION OF LIABILITY

EXCEPT FOR THE WARRANTIES PROVIDED IN THIS ARTICLE 9, ENGIE SERVICES U.S. MAKES NO WARRANTIES IN CONNECTION WITH THE WORK PROVIDED UNDER THIS CONTRACT, WHETHER EXPRESS OR IMPLIED IN LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. MENLO PARK'S SOLE REMEDY FOR A BREACH OF MATERIAL OR EQUIPMENT WARRANTY BY ENGIE SERVICES U.S. OR ANY ENGIE SERVICES U.S. SUBCONTRACTOR OR VENDOR SHALL BE THE REPAIR OR REPLACEMENT OF THE DEFECTIVE MATERIALS OR EQUIPMENT IN ACCORDANCE WITH THE WARRANTIES INDICATED BELOW.

Section 9.01 ENGIE Services U.S. warrants to Menlo Park that material and equipment furnished under this Contract will be of good quality and new, unless otherwise specifically required or permitted by this Contract. ENGIE Services U.S. further warrants that its workmanship provided hereunder, including its subcontractors' workmanship, will be free of material defects for a period of one (1) year from the date of Substantial Completion as indicated on the executed Certificate of Substantial Completion, or the date of Beneficial Use as indicated on the executed Certificate of Beneficial Use ("ENGIE Services U.S. Warranty"). Notwithstanding the preceding sentence, the date the ENGIE Services U.S. Warranty commences with respect to a specific piece or pieces of equipment may be further defined in Attachment C.

Section 9.02 Equipment and material warranties that exceed the ENGIE Services U.S. Warranty period will be provided directly by the equipment and/or material manufacturers and such warranties will be assigned directly to Menlo Park, after the one (1) year period. During the ENGIE Services U.S. Warranty period, ENGIE Services U.S. will be Menlo Park's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. If any material defects are discovered within the ENGIE Services U.S. Warranty period, ENGIE Services U.S., or ENGIE Services U.S.'s subcontractors, will correct its defects, and/or ENGIE Services U.S. will work with the equipment or material manufacturer as Menlo Park's agent to facilitate the manufacturer's correction of the equipment or material defect. Such warranty services will be performed in a timely manner and at the reasonable convenience of Menlo Park. If a warranty issue arises on any equipment or material installed after the ENGIE Services U.S. Warranty period, and the equipment or material has a warranty period that exceeds one (1) year, Menlo Park will contact the manufacturer directly to resolve such warranty issues and Menlo Park acknowledges that the manufacturer will have sole responsibility for such issues.

Section 9.03 The warranties in this ARTICLE 9 expressly exclude any remedy for damage or defect caused by improper or inadequate maintenance of the installed equipment by service providers other than ENGIE Services U.S. or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized ENGIE Services U.S. subcontractor, improper use or operation, or normal wear and tear under normal usage. ENGIE Services U.S. shall not be responsible for the cost of correcting a breach of warranty or defect to the extent that the manufacturer of the equipment that is the subject of a warranty hereunder does not honor its equipment warranty as a result of its termination of operations, insolvency, liquidation, bankruptcy or similar occurrence. Unless otherwise specified, all warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, will terminate one (1) year from the date of Substantial Completion or Beneficial Use; and thereafter, ENGIE Services U.S. will have no liability for breach of any warranty or for any latent or patent defect of any kind pursuant to California Code of Civil Procedure §§337.1 and 337.15.

Section 9.04 Menlo Park and ENGIE Services U.S. have discussed the risks and rewards associated with this Project, as well as the Contract Amount to be paid to ENGIE Services U.S. for performance of the Work. Menlo Park and ENGIE Services U.S. agree to allocate certain of the risks so that, to the fullest extent permitted by Applicable Law, ENGIE Services U.S.'s total aggregate liability to Menlo Park and all third parties is limited to two times (2x) the Contract

Amount, exclusive of applicable insurance, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Contract from any cause or causes. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

ARTICLE 10. OWNERSHIP OF CERTAIN PROPERTY AND EXISTING EQUIPMENT

Section 10.01 Ownership of Certain Proprietary Property Rights.

- (a) Ownership: Except as expressly provided in this Contract, Menlo Park will not acquire, by virtue of this Contract, any rights or interest in any formulas, patterns, devices, software, inventions or processes, copyrights, patents, trade secrets, other intellectual property rights, or similar items of property which are or may be used in connection with the Work. ENGIE Services U.S. will own all inventions, improvements, technical data, models, processes, methods, and information and all other work products developed or used in connection with the Work, including all intellectual property rights therein.
- (b) License: Solely in connection with the Facilities, ENGIE Services U.S. grants to Menlo Park a limited, perpetual, royalty-free, non-transferrable license for any ENGIE Services U.S. intellectual property rights necessary for Menlo Park to operate, maintain, and repair any modifications or additions to Facilities, or equipment delivered, as a part of the Work.
- (c) Ownership and Use of Instruments of Service. All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work (the "Instruments of Service") furnished directly or indirectly, in writing or otherwise, to Menlo Park by ENGIE Services U.S. under this Contract will remain ENGIE Services U.S.'s property and may be used by Menlo Park only for the Work. ENGIE Services U.S. will be deemed the author and owner of such Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service may not be used by Menlo Park or any Menlo Park Person for future additions or alterations to the Project or for other projects, without the prior written agreement of ENGIE Services U.S. Any unauthorized use of the Instruments of Service will be at Menlo Park's sole risk and without liability to ENGIE Services U.S. If Menlo Park uses the Instruments of Service for implementation purposes, including additions to or completion of the Project, without the written permission of ENGIE Services U.S., Menlo Park agrees to waive and release, and indemnify and hold harmless, ENGIE Services U.S., its subcontractors, and their directors, employees, subcontractors, and agents from any and all Losses associated with or resulting from such use.

Section 10.02 Ownership of any Existing Equipment. Ownership of any equipment and materials presently existing at the Facilities on the Contract Effective Date will remain the property of Menlo Park even if such equipment or materials are replaced or their operation made unnecessary by work performed by ENGIE Services U.S. If applicable, ENGIE Services U.S. will advise Menlo Park in writing of all equipment and materials that will be replaced at the Facilities and Menlo Park will, within five (5) Business Days of ENGIE Services U.S.'s notice, designate in writing to ENGIE Services U.S. which replaced equipment and materials should not be disposed of off-site by ENGIE Services U.S. (the "Retained Items"). Menlo Park will be responsible for and designate the location and storage for the Retained Items. ENGIE Services U.S. will be responsible for the disposal of replaced equipment and materials, except for the Retained Items. ENGIE Services U.S. will use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done. ENGIE Services U.S. will not be responsible for the removal and/or disposal of any Hazardous Substances except as required by the Scope of Work.

ARTICLE 11. INDEMNIFICATION / LIMITATION ON LIABILITY

Section 11.01 Indemnification. To the fullest extent permitted by Applicable Laws, each Party will indemnify, hold harmless, release and defend the other Party, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants' and attorneys' fees and other defense expenses) and liabilities of any nature ("Losses") that may be asserted by any person or entity, to the extent arising out of that Party's performance or activities hereunder, including the performance or activities of other persons employed or utilized by that Party in the performance of this Contract, excepting liabilities to the extent due to the negligence or willful misconduct of the indemnified party. This indemnification obligation will continue to bind the Parties after the termination of this Contract.

Section 11.02 Waiver of Consequential Damages and Limitation of Liability. The liability of a defaulting Party will be limited to direct, actual damages. Neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense. Additionally, each Party waives any claims for negligence against the other Party to the fullest extent permitted by Applicable Law.

ARTICLE 12. INSURANCE / BONDS

Section 12.01 ENGIE Services U.S. Insurance. ENGIE Services U.S. will maintain, or cause to be maintained, for the duration of this Contract, the insurance coverage outlined in (a) through (f) below, and all such other insurance as required by Applicable Law. Evidence of coverage will be provided to Menlo Park via an insurance certificate.

- (a) Workers' Compensation/Employers Liability for states in which ENGIE Services U.S. is not a qualified self-insured. Limits as follows:

- * Workers' Compensation: Statutory
- * Employers Liability: Bodily Injury by accident \$1,000,000 each accident
Bodily Injury by disease \$1,000,000 each employee
Bodily Injury by disease \$1,000,000 policy limit

- (b) Commercial General Liability insurance with limits of:

- * \$2,000,000 each occurrence for Bodily Injury and Property Damage
- * \$4,000,000 General Aggregate - other than Products/Completed Operations
- * \$2,000,000 Products/Completed Operations Aggregate
- * \$2,000,000 Personal and Advertising Injury
- * \$ 100,000 Damage to premises rented to ENGIE Services U.S.

Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 0001 (04/13) or its equivalent forms, without endorsements that limit the policy terms with respect to: (1) provisions for severability of interest or (2) explosion, collapse, underground hazard.

- (c) Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an occurrence form.

- (d) Professional Liability insurance with limits of:

- * \$1,000,000 per occurrence
- * \$1,000,000 aggregate

Coverage to be written on a claims-made form.

- (e) Umbrella/Excess Liability Insurance. Limits as follows:

- * \$1,000,000 each occurrence
- * \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Professional Liability written on a claims made form. Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

- (f) Other coverages that may be required for the construction phase of the Work, such as Builder's Risk. Requirements will be contained in the Construction Documents.

- (g) Policy Endorsements.

- * The insurance provided for Workers' Compensation and Employers' Liability above will contain waivers of subrogation rights against Menlo Park, but only to the extent of the indemnity obligations contained in this Contract.
- * The insurance provided for Commercial General Liability and Auto Liability above will:
 - (i) include Menlo Park as an additional insured with respect to Work performed under this Contract, but only to the extent of the indemnity obligations contained in this Contract, and
 - (ii) provide that the insurance is primary coverage with respect to all insureds, but only to the extent of the indemnity obligations contained in this Contract.

Section 12.02 Menlo Park's Insurance. Menlo Park will maintain, or cause to be maintained, for the duration of this Contract, the insurance coverage outlined below, and all such other insurance as required by Applicable Law. Evidence of coverage will be provided to ENGIE Services U.S. via an insurance certificate.

- (a) Commercial General Liability insurance, written on an occurrence form, with limits of:

- * \$2,000,000 each occurrence for Bodily Injury and Property Damage; and
- * \$4,000,000 General Aggregate

- (b) The insurance provided for above will contain waivers of subrogation rights against ENGIE Services U.S., will include ENGIE Services U.S. as an additional insured, and will provide that the insurance is primary coverage with respect to all insureds.

Section 12.03 Waivers of Subrogation. The Parties waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this ARTICLE 12 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The Parties and their respective property damage insurers also waive all rights of subrogation against the other Party, its directors, officers, agents and employees. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Section 12.04 Performance and Payment Bonds. Prior to commencing Work under this Contract, ENGIE Services U.S. will furnish a performance bond, in an amount equal to one hundred percent (100%) of the Contract Amount, and a payment bond to guarantee payment of all claims for labor and materials furnished, in an amount equal to one hundred percent (100%) of the Contract Amount (collectively, the "Contract Bonds"). The Contract Bonds shall be maintained in full force and effect until Final Completion; provided that upon the achievement of Substantial Completion, the value of the Contract Bonds shall be reduced to the value of the Retainage being withheld by Menlo Park. The Contract Bonds are not being furnished to cover the performance of any Professional Services, including any energy guaranty or guaranteed savings under this Contract, nor to cover any equipment and/or material manufacturer's warranty or other third-party warranty being assigned to Menlo Park. Menlo Park agrees that upon Final Completion and expiration of the ENGIE Services U.S. Warranty period set forth in Article 9 herein, the Contract Bonds shall be returned to ENGIE Services U.S., and all obligations arising thereunder are terminated and the surety company that issued the bond is forever discharged from any and all liabilities of whatever nature arising in connection with the Contract Bonds.

ARTICLE 13. *Intentionally Deleted.*

ARTICLE 14. MUNICIPAL ADVISOR

Section 14.01 THE PARTIES ACKNOWLEDGE AND AGREE THAT ENGIE SERVICES U.S. IS NOT A MUNICIPAL ADVISOR AND CANNOT GIVE ADVICE TO MENLO PARK WITH RESPECT TO MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS ABSENT MENLO PARK BEING REPRESENTED BY, AND RELYING UPON THE ADVICE OF, AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR. ENGIE SERVICES U.S. IS NOT SUBJECT TO A FIDUCIARY DUTY WITH REGARD TO MENLO PARK OR THE PROVISION OF INFORMATION TO MENLO PARK.

ARTICLE 15. TRADE SECRETS

If any materials or information provided by ENGIE Services U.S. to Menlo Park under this Contract are designated by ENGIE Services U.S. as a "trade secret" or otherwise exempt from disclosure under the Public Records Act (California Government Code §6250 *et seq.*, the "Act") and if a third party makes a request for disclosure of the materials under the Act, as soon as practical (but not later than ten (10) calendar days) after receipt of such request, Menlo Park will notify ENGIE Services U.S. of such request. Within ten (10) calendar days after a third party's request for disclosure of materials under the Act, ENGIE Services U.S. will (i) authorize Menlo Park to release the documents or information sought; or (ii) if ENGIE Services U.S. reasonably believes that the information is exempt from disclosure, advise Menlo Park not to release the materials. If ENGIE Services U.S. timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that ENGIE Services U.S. determines is not subject to public disclosure, and requests Menlo Park to refuse to comply with the records request, ENGIE Services U.S. shall take all appropriate legal action and defend Menlo Park's refusal to produce the information in all forums; otherwise, Menlo Park will make such information available to the extent required by applicable law, without restriction.

**ARTICLE 16. EVENTS
OF DEFAULT**

Section 16.01 Events of Default by ENGIE Services U.S. Each of the following events or conditions will constitute an "Event of Default" by ENGIE Services U.S.:

- (i) Any material failure by ENGIE Services U.S. to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for ten (10) business days after notice to ENGIE Services U.S. demanding that such failure to perform be cured; *provided that* (a) such failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract, and (ii) ENGIE Services U.S. will be deemed to have cured the default upon the commencement of a cure within ten (10) business days and diligent subsequent completion thereof; or

- (ii) any representation or warranty furnished by ENGIE Services U.S. in this Contract which was false or misleading in any material respect when made.

Section 16.02 Events of Default by Menlo Park. Each of the following events or conditions will constitute an "Event of Default" by Menlo Park:

- (i) any material failure by Menlo Park to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for ten (10) business days after notice to Menlo Park demanding that such failure to perform be cured; *provided* that (a) such failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract; and (b) if such cure cannot be effected in ten (10) business days, Menlo Park will be deemed to have cured the default upon the commencement of a cure within ten (10) calendar days and diligent subsequent completion thereof; or
- (ii) any representation furnished by Menlo Park in this Contract which was false or misleading in any material respect when made.

ARTICLE 17. REMEDIES UPON DEFAULT

Section 17.01 Termination for Cause. If there is an Event of Default by either Party under this Contract, unless such Event of Default has been cured within the applicable time periods for a cure set forth in ARTICLE 16, the non-defaulting Party may terminate this Contract by providing three (3) Business Days' written notice to the defaulting Party in the case of a monetary default and ten (10) Business Days' written notice to the defaulting Party in the case of a non-monetary default. Upon termination of this Contract, each Party will promptly return to the other all papers, materials, and property of the other held by such Party in connection with this Contract. Each Party will also assist the other in the orderly termination of this Contract and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each Party. If this Contract is so terminated, ENGIE Services U.S. will be entitled to payment for Work satisfactorily performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination.

Section 17.02 Remedies Upon Default by ENGIE Services U.S. If an Event of Default by ENGIE Services U.S. occurs, Menlo Park will be entitled to obtain any available legal remedies through arbitration proceedings instituted pursuant to ARTICLE 19, including, without limitation, terminating this Contract, or recovering amounts due and unpaid by ENGIE Services U.S. and/or damages, which will include Menlo Park's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

Section 17.03 Remedies upon Default by Menlo Park. If an Event of Default by Menlo Park occurs, ENGIE Services U.S. will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to ARTICLE 19 including, without limitation, terminating this Contract or recovering amounts due and unpaid by Menlo Park, and/or damages which will include ENGIE Services U.S.'s reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

ARTICLE 18. CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 18.01 Excusable Events. If any Party is delayed in, or prevented from, performing or carrying out its obligations under this Contract by reason of any Excusable Event, such circumstance will not constitute an Event of Default, and such Party will be excused from performance hereunder and will not be liable to the other Party for or on account of any loss, damage, injury or expense resulting from, or arising out of, such delay or prevention. Notwithstanding the foregoing, no Party will be excused from any payment obligations under this Contract as a result of an Excusable Event.

Section 18.02 Utility Work. Menlo Park expressly understands and agrees that Excusable Events may occur due to Interconnection Facilities work that may need to be performed by the local electric utility ("Utility") in order for ENGIE Services U.S. to fully implement the Project. "Interconnection Facilities" means any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. ENGIE Services U.S. will not perform any Interconnection Facilities work that may be required by the Utility under the Interconnection Agreement.

ARTICLE 19. GOVERNING LAW AND RESOLUTION OF DISPUTES

Section 19.01 Governing Law. This Contract is governed by and must be interpreted under the laws of the State of California, without regard to the jurisdiction's choice of law rules.

Section 19.02 Initial Dispute Resolution. If a dispute arises out of or relates to this Contract, the transaction contemplated by this Contract, or the breach of this Contract (a "Dispute"), the parties shall comply with Public Contract Code Section 9204. Either Party may initiate the dispute resolution process set forth in this ARTICLE 19 by giving notice to the other Party. The Parties will endeavor to settle the Dispute as follows:

- (i) *Field Representatives' Meeting*: Within fifteen (15) Business Days after notice of the Dispute, ENGIE Services U.S.'s senior project management personnel will meet with Menlo Park's project representative in a good faith attempt to resolve the Dispute.
- (ii) *Management Representatives' Meeting*: If ENGIE Services U.S.'s and Menlo Park's project representatives fail to meet, or if they are unable to resolve the Dispute, senior executives for ENGIE Services U.S. and for Menlo Park will meet, within thirty (30) calendar days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the senior executives of ENGIE Services U.S. and Menlo Park are unable to resolve a Dispute or if a senior management conference is not held within the time provided herein, either Party may submit the Dispute to mediation in accordance with Section 19.03.

Section 19.03 Mediation. If the Dispute is not settled pursuant to Section 19.02, the Parties will endeavor to settle the Dispute by mediation under the Commercial Mediation Procedures of the American Arbitration Association. Mediation is a condition precedent to arbitration or the institution of legal proceedings by either Party. Once one Party files a request for mediation with the other Party and with the American Arbitration Association, the Parties agree to conclude the mediation within sixty (60) calendar days after filing the request so long as qualified mediators are available. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator. If the Dispute is not resolved by mediation within sixty (60) calendar days after the date of filing of the request for mediation, then the exclusive means to resolve the Dispute is final and binding arbitration, as described in Section 19.04. Either Party may initiate arbitration proceedings by notice to the other Party and the American Arbitration Association.

Section 19.04 Arbitration Proceedings. The following provisions apply to all arbitration proceedings pursuant to this ARTICLE 19:

- (i) The place of arbitration will be the American Arbitration Association office closest to where the Work was performed.
- (ii) One arbitrator (or three arbitrators if the monetary value of the Dispute is more than \$2,000,000) (the "Arbitral Panel") will conduct the arbitral proceedings in accordance with the Construction Arbitration Rules and Mediation Procedures (Excluding the Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association currently in effect ("Arbitration Rules"). To the extent of any conflicts between the Arbitration Rules and the provisions of this Contract, the provisions of this Contract prevail.
- (iii) The Parties will submit true copies of all documents considered relevant with their respective statement of claim or defense, and any counterclaim or reply. In the discretion of the Arbitral Panel, the production of additional documents that are relevant and material to the determination of the Dispute may be required.
- (iv) The Arbitral Panel does not have the power to award, and may not award, any punitive, indirect or consequential damages (however denominated). All arbitration fees and costs are to be shared equally by the parties, regardless of which Party prevails. Each Party will pay its own costs of legal representation and witness expenses.
- (v) The award must be in the form of a reasoned award.
- (vi) The Dispute will be resolved as quickly as possible. The Arbitral Panel will endeavor to issue the arbitration award within three (3) months after the date on which the arbitration proceedings were commenced.
- (vii) The award will be final and binding and subject to confirmation and enforcement proceedings in any court of competent jurisdiction.

Section 19.05 Multiparty Proceeding. Either Party may join third parties whose joinder would facilitate complete resolution of the Dispute and matters arising from the resolution of the Dispute.

Section 19.06 Lien Rights. Nothing in this ARTICLE 19 limits any rights or remedies not expressly waived by ENGIE Services U.S. that ENGIE Services U.S. may have under any lien laws or stop notice laws.

ARTICLE 20. REPRESENTATIONS AND WARRANTIES

Section 20.01 Each Party warrants and represents to the other that:

- (i) it has all requisite power and authority to enter into this Contract, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
- (ii) the execution, delivery, and performance of this Contract have been duly authorized by its governing body, or are in accordance with its organizational documents, and this Contract has been duly executed and delivered for it by the signatories so authorized, and constitutes its legal, valid, and binding obligation;
- (iii) the execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under, its organizational documents or any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- (iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any Applicable Laws, awards or permits which would materially and adversely affect its ability to perform hereunder.

ARTICLE 21. NOTICE

Any notice required or permitted hereunder will be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO ENGIE SERVICES U.S.:

ENGIE Services U.S. Inc.
500 12th Street, Suite 300
Oakland, CA 94607
Tel: 510-334-6917
Attention: Johnathan Seminoff, Project Manager

With a COPY TO:

Legal Department
ENGIE Services U.S. Inc.
150 East Colorado Boulevard, Suite 360
Pasadena, CA 91105-3711
Tel: 626-377-4948
Attention: Contract Administrator

TO Menlo Park:

City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
Tel: 650-330-6780
Attention: Public Works Director

With a COPY TO:

Burke, Williams & Sorensen, LLP
181 Third Street, Suite 200
San Rafael, CA 94901
Tel: 415-755-2600
Attention: City Attorney

ARTICLE 22. CONSTRUCTION OF CONTRACT

This Contract is the result of arms-length negotiations between two sophisticated parties and ambiguities or uncertainties in it will not be construed for or against either Party, but will be construed in a manner that most accurately reflects the intent of the Parties as of the Contract Effective Date. Each of the Parties acknowledges and agrees that neither Party has provided the other with any legal, accounting, regulatory, financial, or tax advice with respect to any of the transactions contemplated hereby, and each Party has consulted its own legal, accounting, regulatory, financial and tax advisors to the extent it has deemed appropriate.

ARTICLE 23. BINDING EFFECT

Except as otherwise provided herein, the terms and provisions of this Contract will apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

ARTICLE 24. NO WAIVER

The failure of ENGIE Services U.S. or Menlo Park to insist upon the strict performance of this Contract will not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of ENGIE Services U.S. or Menlo Park.

ARTICLE 25. SEVERABILITY

If any clause or provision of this Contract or any part thereof becomes or is declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Contract will continue in full force and effect without said provisions; *provided* that no such severability will be effective if it materially changes the benefits or obligations of either Party hereunder.

ARTICLE 26. HEADINGS

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle will modify or be used to interpret the text of any section.

ARTICLE 27. COUNTERPARTS; INTEGRATION

This Contract may be executed in counterparts (and by different Parties hereto in different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This Contract constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Contract cannot be amended, modified, or terminated except by a written instrument, executed by both Parties hereto. Delivery of an executed counterpart of a signature page of this Contract by email will be effective as delivery of a manually executed counterpart of this Contract.

[The Parties' signatures appear on the following page]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers as of the Contract Effective Date.

ENGIE SERVICES U.S.:

ENGIE Services U.S. Inc.

MENLO PARK:

City of Menlo Park

By: _____
Name:
Title:

Date: _____

By: _____
Name:
Title:

Date: _____

DRAFT

ATTACHMENT A

FACILITIES and EXISTING EQUIPMENT

(a) The following [Customer] Facilities are included under the Scope of Work as listed below:

Facility	Address
Menlo Park Community Campus (including Kelly Field)	100 Terminal Ave, Menlo Park, CA 94025

DRAFT

ATTACHMENT B
PRELIMINARY PROJECT SCHEDULE

See attached PDF

ATTACHMENT C

SCOPE OF WORK

California State Contractor's License Number 995037
California Public Works Contractor Registration Number 1000001498

Energy Conservation Measures to Be Implemented

ECM #	Description
1	Photovoltaic (PV) Systems
2	Solar Thermal Collection – Pool Heating
3	Electric Vehicle (EV) Charging Stations
4	Microgrid and Battery Energy Storage Systems (BESS)

Equipment

QTY	Equipment List
575kW	Photovoltaic (PV) modules
7	Chint Inverters - CPS SCA50KTL-DO/US-480 (50kVA) or equivalent
1	Chint Inverters - CPS SCA60KTL-DO/US-480 (60kVA) or equivalent
2	Solaredge SE40KUS or equivalent Inverters
892	SunDrum Solar Thermal Collectors SunDrum 100-50 (2 per module)
3	Level 3 DC Fast Chargers
12	Level 2 Electric Vehicle (EV) Charging Stations
1	265kW/1483kWh Tesla Megapack 2 Energy Storage System

Appendices

Appendix	Description
A	Photovoltaic 30% Single Line Diagram
B	Microgrid and Energy Storage Equipment Schedule and Specifications
C	Microgrid and BESS 30% Drawings
D	Tesla Warranty Terms

Site Description

Building Name
Menlo Park Community Center, 100 Terminal Ave. Menlo Park, CA 94025

1. PHOTOVOLTAIC (PV) SYSTEMS

1.1. Scope Summary

1.1.1. The table below lists the locations, estimated system sizing, and structure type for the PV system

Est. kW dc	Structure Type
575 kW	Rooftop Solar & Parking Canopy

1.2. General Scope of Work

1.2.1. Prepare and submit design drawings to AHJ for approval and to local Utility for interconnection permits.

1.2.2. System designs will be based upon preliminary single line diagram provided.

- 1.2.3. Provide geotechnical evaluations necessary for design requirements.
- 1.2.4. Procure materials and equipment necessary for construction.
- 1.2.5. ENGIE Services assumes that any existing lighting bollards in the parking lot will be demolished to build the new parking lot and therefore we have excluded lighting fixture and bollard removal, as required to complete the installation of the new solar canopy system.
- 1.2.6. ENGIE Services U.S. has assumed Construction will be allowed to proceed smoothly and in a continuous flow. An additional mobilization to complete the Kelly Field canopies is also included.
- 1.2.7. All project management and construction management necessary for a full and complete installation.
- 1.2.8. Provide and install solar canopy structures. The canopy structures design will include a painted canopy structure 10' in minimum clearance, a pier depth of 8' and assumes no de-watering, benching, shoring, or casing is required. Any de-watering, benching, shoring, casing work or increases in foundation depth will require a Change Order for additional cost, scope and schedule delay.
- 1.2.9. Provide and install roof top solar racking system to attach the PV system to the roof.
- 1.2.10. Provide labor, supervision, and coordination with the customer for the installation of photovoltaic modules and supporting structures, electrical distribution and control systems.
- 1.2.11. Provide and install photovoltaic modules and all necessary mounting hardware for each system.
- 1.2.12. Provide and install Chint Power Systems or similar string inverters on parking canopies and Solaredge SE40KUS or similar string inverters on roof top mounted PV arrays with necessary electrical equipment and conduits to connect system to the electrical pre-wired equipment identified on Exhibit A.7 - Electrical Drawings_SLD.
- 1.2.13. Electrical shutdowns are anticipated at each site for the electrical connection of the PV systems to the facility electrical service. The time of shutdown will be coordinated with the City and Utility and may include weekends.
- 1.2.14. Provide and install a total of approximately forty (approximately 40) new LED lighting fixtures (RAB PRT42N or equivalent) under the PV parking canopies. Actual total number of lights to be determined upon completion of Microgrid drawing set, typically one light per canopy bay.
- 1.2.15. Canopy structures will be tilted 7 degrees from horizontal, roof mounted systems will be tilted 10 degrees from horizontal.
- 1.2.16. Provide and coordinate install of the Net Generation Output Meters (NGOM)
- 1.2.17. Secure the project location and provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment. The Customer will assist with the foregoing site logistics by coordinating access and scheduling with ENGIE Services U.S.
- 1.2.18. Provide as-built drawings and Operations & Maintenance manuals in electronic format upon Project completion.
- 1.2.19. Excluded are any backfill and restoration of landscaping in areas of work, except to the extent damaged by ENGIE Services U.S.
- 1.2.20. The PV parking canopy structures are not weather tight and will not provide shelter from rain.
- 1.2.21. Installation of water hose bibs for washing the panels are excluded.
- 1.2.22. Decorative fascia along the perimeter of the panels and decorative covering underneath the panels are excluded.
- 1.2.23. Start-up, test, and commission the PV systems in accordance with design plan and applicable industry standards.
- 1.2.24. The images below are schematic engineering layouts and are subject to change due to field conditions and upon completion of final engineering. Image is based upon location of new building currently under construction.
- 1.3. Scope of Work provided by Customer
 - 1.3.1. The items listed below will be provided by the Customer and will not be the responsibility of ENGIE. In general, the Customer is responsible for all Microgrid tethering points into the existing facility and corresponding locations of the Microgrid equipment, including all location specific conduits to be identified in the final Microgrid designs.
 - 1.3.1.1. Canopy PV at Kelly Field will include the following:
 - 1.3.1.1.1. All Underground conduits and trenching required to connect the photovoltaic system inverters, lighting, communications and AC subpanel to the ST4PV-1 pre-wired panel; note 8 on sheet E7.01 of "Exhibit A.7 - Electrical Drawings_SLD."
 - 1.3.1.2. Canopy PV will include the following:
 - 1.3.1.2.1. All Underground conduits and trenching required to connect the photovoltaic system inverters, lighting, communications and AC subpanel to the ST4PV-1 pre-wired panel; note 7 on sheet E7.01 of "Exhibit A.7 - Electrical Drawings_SLD."
 - 1.3.1.3. Rooftop Solar PV System will include the following:
 - 1.3.1.3.1. All conduits required to connect the photovoltaic system inverters, lighting and communications to the ST4PV-R-A pre-wired panel; note 6 on sheet E7.01 of "Exhibit A.7 - Electrical Drawings_SLD."

- 1.3.1.4. All underground trenching for electric conduits or piping.
- 1.3.1.5. All underground conduits and piping.
- 1.3.1.6. Switchgear for connection to facility electrical system. Customer shall provide circuit breakers to allow tie in of all new equipment to facility electrical system.
- 1.3.1.7. Trenching backfill and restoration of landscaping or hardscaping.
- 1.3.1.8. Procurement and installation of any required Utility service meters and Net Energy Meters (NEM).
- 1.3.1.9. Procurement and installation of any required visible disconnect switches required by the Utility.

1.4. Site Specific Scope
1.4.1. Menlo Park Community Center



- 1.4.1.1. Inclusions:
 - 1.4.1.1.1. Remove all trees and shrubs in the area where the solar PV arrays will be located.
 - 1.4.1.1.2. Temporary fencing during construction
 - 1.4.1.1.3. Ten (10) foot minimum clearance on low end for all arrays.
- 1.4.1.2. Exclusions:
 - 1.4.1.2.1. Permanent fencing or other security measures including cameras
 - 1.4.1.2.2. Any site improvements, material, or engineering necessary for ADA compliance
 - 1.4.1.2.3. Asphalt patching or restriping, except as expressly set forth above in the Scope of Work
 - 1.4.1.2.4. Signage

- 1.4.1.2.5. No allowance has been made for screening, bird spikes, or other mitigations to eliminate nesting or occupation of wildlife on or within major equipment. Wildlife debris cleanup is excluded.

2. SOLAR THERMAL SWIMMING POOL HEATING

2.1. Scope Summary

- The Solar Thermal scope of work includes providing and installing eight hundred and ninety two (892) SunDrum 100-50 thermal collectors (Two per each LG PV module) onto the backside of four hundred and forty six (446) of the new PV panels converting them to hybrid modules or (PV-T). The thermal collectors will be installed on the back side of the Photovoltaic panels on the three PV canopies adjacent to the new swimming pools. Contractor shall design, procure and install one (1) water source heat pump and the solar thermal control system to be located in the Community Center's pool equipment room.

- 2.1.1. The pool temperature may fluctuate above the pool temperature setpoint as much as one degree Fahrenheit to allow the control system to maximize energy savings.

2.2. Scope of Work

- 2.2.1. Procurement and installation of manifolds and hot water piping in PV Canopies.
- 2.2.2. Procurement and installation of Solar Thermal Control System in the Pool Equipment Room near the other pool control systems.
- 2.2.3. Procurement and installation of one (1) Water Sourced Heat Pump in the Pool Equipment Room.
- 2.2.4. Procurement of Solar Thermal plumbing pipes and connections; Underground trenching and/or boring is excluded, installation of all above ground fixtures and connections are included.
- 2.2.5. Procurement and installation of Heat Exchanger and valves for interconnection with the Aquacal Heat Pump system or equivalent.
- 2.2.6. Water sourced heat pump shall be mounted to pool equipment room floor.
- 2.2.7. Start-up, test, and commission the systems in accordance with design plan and applicable industry standards.

2.3. Scope of Work provided by Customer

- 2.3.1. The items listed below will be provided by the Customer and will not be the responsibility of ENGIE.
 - 2.3.1.1. All underground trenching for electric conduits or piping.
 - 2.3.1.2. All underground conduits and piping.
 - 2.3.1.3. All mounting surfaces and concrete pads as required.
 - 2.3.1.4. Switchgear for connection to facility electrical system. Customer shall provide circuit breakers to allow tie in of all new equipment to facility electrical system.
 - 2.3.1.5. Trenching backfill and restoration of landscaping or hardscaping.

3. ELECTRIC VEHICLE (EV) CHARGING STATIONS

3.1. Scope of Work

- 3.1.1. Install Twelve (12) Level 2 EV Chargers and Three (3) DC Fast Chargers.
- 3.1.2. EV charging stations shall be mounted to existing hardscape.
- 3.1.3. Wiring between each system's charging stations shall be with copper or aluminum wire. Aluminum wire will be used from each system's AC combiner to the main point of connection at the site's electrical tethering point.
- 3.1.4. Start-up, test, and commission the systems in accordance with design plan and applicable industry standards.
- 3.1.5. Coordinate billing parameter and website setup between vendor and the Customer.
- 3.1.6. Exclusions
 - 3.1.6.1. Yearly licensing and billing fees for the EV charging stations will be the responsibility of the Customer.
 - 3.1.6.2. Bollards, Signage, parking lot restriping
 - 3.1.6.3. Ongoing fees, including manufacturer's yearly network service and software fees are the responsibility of the Customer.
 - 3.1.6.3.1. Any site improvements, material, or engineering necessary for ADA compliance
- 3.1.7. At the request of Menlo Park, apply for, and support Menlo Park to receive, any incentives that could reduce the purchase cost of the EV charging station equipment.

3.2. Scope of Work provided by Customer

- 3.2.1. The items listed below will be provided by the Customer and will not be the responsibility of ENGIE.
 - 3.2.1.1. All underground trenching for electric conduits or piping.
 - 3.2.1.2. All Equipment identified in Exhibit A.7 - Electrical Drawings_SLD sheet E4.02 note 3, to pre-wired "EV Distribution Enclosure" including conduits to each EV charger location for conductors and communications.
 - 3.2.1.3. Switchgear for connection to facility electrical system. Customer shall provide circuit breakers to allow tie in of all new equipment to facility electrical system.
 - 3.2.1.4. Trenching backfill and restoration of landscaping or hardscaping.

4. MICROGRIDS and BATTERY ENERGY STORAGE SYSTEMS (BESS)

4.1. Scope Summary

4.1.1. The table below lists the location, BESS sizing and summary of microgrid.

BESS Size	Microgrid Energy Management System
1 (One) 265 kW/1483 kWh Tesla Megapack 2 energy storage system	PXiSE Microgrid Controller

4.1.2. BESS, electrical schematics and equipment locations are in “Appendix G - Microgrid and Energy Storage 30% Drawings.” Equipment specifications are detailed in “Addendum H Microgrid and Energy Storage Equipment Schedule and Specifications.”

4.1.3. Process Overview

- 4.1.3.1. The Microgrid Energy Management System (MEMS) will manage the new Photovoltaic Systems (as described above), the new BESS, and the portable emergency generators as applicable, to enable the integrated generation system to island from the grid during planned or unplanned utility power outages. In general, the goal is to provide sufficient energy to meet building’s critical load requirements from the photovoltaic systems and the BESS for 24 hours. The MEMS will control the charge/discharge of the BESS to meet both the changing load demand and the PV systems changing generation. The Customer provided portable emergency generators can also act as a tertiary backup providing power to buildings as necessary if the PV and BESS are out of service.
- 4.1.3.2. MEMS controls and monitoring can be accessed both on site through a Human Machine Interface (HMI), as well as remotely through a cloud-based platform.
- 4.1.3.3. The MEMS is not designed to provide uninterrupted power supply in case of grid failure. The sites will experience a brief outage from the time that the system detects a utility outage, island itself from the utility grid and then the microgrid system restores power. Once Utility power is restored and is stabilized, the MEMS will reconnect the microgrid to the utility grid with minimal interruption.
- 4.1.3.4. For outages lasting longer than 24 hours, it will be the Customer’s responsibility to provide the portable diesel generators and provide diesel fuel as required for back-up operation and maintain all the portable emergency generators.
- 4.1.3.5. In addition to providing a microgrid system, the BESS will reduce Utility energy charges by controlling the electrical load demand. The MEMS will charge/discharge the BESS to reduce Utility demand charges. The load demand control at times will discharge the BESS and but MEMS will maintain a minimum state-of-charge (SOC) as agreed with the customer to provide emergency backup power for unplanned Utility outages.
- 4.1.3.6. The MEMS will shut down non-essential loads during an islanding event.
- 4.1.3.7. The design assumes that facilities’ load profile during an outage will be similar to and within the parameters provided by the Customer in the facility usage and baselines. If increased loads occur, Engie Services U.S. cannot guarantee that microgrid will be able to power and sustain building loads without manual building load curtailment.

4.2. General Scope of Work

- 4.2.1. Provide design, engineering, and installation of a Microgrid System that includes BESS, microgrid controls as detailed in “Appendix G – Microgrid and Energy Storage 30% Drawings
- 4.2.2. The Microgrid System will comply with PG&E and CA Rule 21 interconnection standards.
- 4.2.3. The Microgrid System design is based on the PXiSE microgrid controls platform or an equivalent control system.
- 4.2.4. All equipment shall meet the relevant NEC, NEMA or IP enclosure requirements.
- 4.2.5. Sequence construction activities to maintain electrical service to each building with minimal interruption to the building occupants. Customer will assist Engie Services U.S. in scheduling required shutdowns and provide trained facility personnel to assist in the shutdown and restarting of building systems. No temporary power supply has been included in the scope.
- 4.2.6. Field test, pre-commission, and commission each system with written documentation of the testing.
- 4.2.7. ENGIE Services U.S. will provide up to eight (8) hours of training for Customer facility personnel providing an overview of maintenance and operation of the Microgrid System.

4.3. Scope of Work provided by Customer

4.3.1. The items listed below will be provided by the Customer and will not be the responsibility of ENGIE.

- 4.3.1.1. All underground trenching for electric conduits or piping.
- 4.3.1.2. Switchgear for connection to facility electrical system. Customer shall provide circuit breakers to allow tie in of all new equipment to facility electrical system.
- 4.3.1.3. Procurement and installation of an automated breaker at the microgrid's point-of-common-coupling (PCC) with the utility, the 2500A main utility breaker capable of opening/closing within 30 milliseconds.
- 4.3.1.4. Procurement and installation of an SEL-700G (or comparable) synchronizing relay at the PCC to facilitate the isolation of the microgrid from the utility and the synchronization of the microgrid back to the utility.
- 4.3.1.5. Trenching backfill and restoration of landscaping or hardscaping.
- 4.3.1.6. Procurement and installation of any required Utility service meters and Net Energy meters (NEM)
- 4.3.1.7. Procurement and installation of any required visible disconnect switches required by the Utility.
- 4.3.1.8. Concrete pads for mounting equipment including the BESS.
- 4.3.1.9. The portable emergency generator, the installed equipment to tie the portable emergency generator to the facility electrical system and the equipment required to interface the generator controls with the MEMS.

5. GENERAL PROJECT CLARIFICATIONS APPLICABLE TO ALL SCOPES

- 5.1. Customer will be responsible for obtaining permits and scheduling inspections
- 5.2. Engineering and work shall comply with the latest applicable Codes and per Authority Having Jurisdiction (AHJ).
- 5.3. Customer Drawing Submittal Review Process:
 - 5.3.1. 30% drawing sets may be submitted for review and the Customer will have thirty (30) days to review submittals, if response is not provided in thirty (30) days, Engie Services U.S. will assume submittal is approved in full unless within thirty (30) days, the City has communicated to Engie its need for additional time to review and comment.
 - 5.3.2. 60% drawing sets may be submitted for review and the Customer will have ten (30) days to review submittals, if response is not provided in thirty (30) days, Engie Services U.S. will assume submittal is approved in full unless within thirty (30) days, the City has communicated to Engie its need for additional time to review and comment.
- 5.4. ENGIE Services U.S. assumes one mobilization, which includes free access to the entire mobilized portion of the construction area for the full scope of work.
- 5.5. All work will be scheduled Monday through Friday, 7am to 5pm.
Customer will provide to ENGIE Services U.S. the underground utility survey previously prepared and provided by Facebook. As part of its due diligence, ENGIE Services U.S. shall coordinate with USA in advance of any digging to identify any known existing utilities that are in the path of horizontal boring, vertical boring or trenching.
- 5.6. All electrical equipment shall be new, UL listed material and equipment that carry the manufacturers' original warranties.
- 5.7. Provide utility (PG&E) interconnection drawings and related application management services.
- 5.8. Coordinate with PG&E for electrical interconnection.
- 5.9. Coordinate with PG&E for any required infrastructure upgrades.
- 5.10. Shutdowns will be coordinated with Utility and Customer to minimize impact on facilities
- 5.11. Customer is responsible for any PG&E Interconnection fees.
- 5.12. ENGIE Services U.S. has assumed Construction will be allowed to proceed smoothly and in a continuous flow. No allowance has been made to demobilize and remobilize resources due to schedule interruptions.
- 5.13. Temporary utilities are to be provided by The Customer at no cost to ENGIE Services U.S. (including, without limitation, trailer power, phone lines, water and construction power).
- 5.14. ENGIE Services U.S. will require the assistance of The Customer personnel to secure the project location and to provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment.
- 5.15. ENGIE Services U.S. standard construction means and methods will be used.
- 5.16. Provide as-built drawings and Operations & Maintenance manuals upon project completion.
- 5.17. The Customer will provide access to the Facilities, laydown areas at the work sites, and a reasonable number of parking spaces for ENGIE Services U.S. and ENGIE Services U.S.'s subcontractor vehicles in parking lots at the Facilities.
- 5.18. All construction waste, including lamps, ballasts and material packaging, will be properly disposed of in accordance with local and EPA regulations.

9. GENERAL PROJECT EXCLUSIONS APPLICABLE TO ALL SCOPES

- 9.1. Cost of all permits, cost of any inspections, including special inspections. Hiring and paying all inspectors, including special inspectors.

- 9.2. Bringing existing systems up to code.
- 9.3. Any ongoing landscaping maintenance.
- 9.4. Removal and disposal of hazardous substances, including asbestos containing materials. If ENGIE Services U.S. encounters material suspected to be hazardous, ENGIE Services U.S. will notify The Customer representative and stop further work in the area until the material is removed.
- 9.5. Contaminated soils, for their handling or disposal
- 9.6. Additional costs related to underground obstructions or unsuitable soil conditions encountered during trenching or other excavation.
- 9.7. Structural upgrades to existing structures.
- 9.8. Screening of new or existing equipment.
- 9.9. Temporary heating, cooling or pumping services.
- 9.10. Repair or replacement of damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work. When such items are discovered, ENGIE Services U.S. will immediately notify a Customer representative.
- 9.11. Smoke detectors, fire alarm system work, or fire life safety work.
- 9.12. Parking lot repairs are excluded, except to the extent of damage caused by ENGIE Services U.S. or its subcontractors.
- 9.13. Repair or replacement of existing housekeeping pads, concrete pads, or base repair of existing walkway lighting are excluded.
- 9.14. Painting, unless specified in Scope of Work, is excluded, including any patch painting, where a new fixture's footprint does not match footprint of existing fixture and wall color differences show.
- 9.15. Stormwater Pollution Prevention Plan or Discharge Permit. Normal construction related Best Management Practices (BMP) for pollution control is included.
- 9.16. With respect to Projects with new equipment connecting to the Building's existing electrical distribution system, ENGIE Services U.S. will not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. The Customer is responsible for providing and maintaining the building's electrical distribution system that meets the latest NEC and guidelines adopted by the authority having jurisdiction.
- 9.17. Americans with Disabilities Act (ADA) regulation requirements.
- 9.18. No allowance has been made for screening of new or existing equipment, except as specifically set forth in this Scope of Work.

10. ENGIE SERVICES U.S. BENEFICIAL USE AND WARRANTY CRITERIA FOR SPECIFIC PIECES OF EQUIPMENT

- 10.1. All materials and workmanship warranties are for 1 year, unless specified otherwise below.
- 10.2. POOL MECHANICAL AND CONTROLS - With respect to the site's Scope of Work, the ENGIE Services U.S. Warranty commences immediately upon uninterrupted operation for a duration of 2 weeks. ENGIE Services U.S. will provide written notice to the Customer of the date the ENGIE Services U.S. Warranty commences.
- 10.3. SOLAR GENERATING FACILITIES - The ENGIE Services U.S. Warranty commences immediately when the Generating Facility is capable of generating expected energy and the Utility is ready to issue the permission-to-operate letter.
 - 10.3.1. Solar Module Warranty – solar modules will be provided with a 25-year manufacturer production warranty.
 - 10.3.2. Solar Inverter Warranty – inverters will be provided with a 5-year manufacturer warranty.
- 10.4. EV CHARGING STATIONS – The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration, as necessary, with a maximum of 2 weeks, to determine proper operation.
- 10.5. BESS – The ENGIE Services U.S. Warranty commences immediately when the BESS is interconnected and operational, and the Utility is ready to issue the permission-to-operate letter.
 - 10.5.1. BESS – Tesla batteries include a 20-year manufacturer warranty.

SCHEDULE OF VALUES

Monthly payments will be submitted based upon the work completed to date on the following categories:

Item No. A	Description of Work B	Schedule of Values C	Schedule of Values D
1	Mobilization / Final Design NTP	10%	\$520,892.90
2	Completed Plan sets, permits applied	5%	\$260,446.45
3	All building permits issued, and NTP on construction	10%	\$520,892.90
4	Proof of PV+BESS equipment purchase	23%	\$1,198,053.67
5	All PV Panels mounted (roof + parking)	15%	\$781,339.35
6	Battery energy storage system (plus PV thermal) installed	10%	\$520,892.90
7	2nd Mobilization - Kelly Field Parking Canopy	7%	\$364,625.03
8	EV stations installed and wiring completed	5%	\$260,446.45
9	All systems operational, City inspection, PG&E all inspections, interconnection, and PTO	10%	\$520,892.90
10	Punchlist, microgrid island test, NOC	5%	\$260,446.45
	TOTAL CONTRACT AMOUNT	100%	\$5,208,929

ATTACHMENT D
MONITORING INSTALLATION SCOPE OF WORK

Overview of DAS Network Installation and Equipment Requirements

ENGIE Services U.S. will provide a revenue-grade billing, data acquisition system (DAS). This will provide readily available access to various internal and external information collected on the distributive generation (i.e., solar PV) plants.

ENGIE Services U.S. DAS Monitoring Installation:

- Supply and install hardware specific to the DAS system.
- Supply and install, terminate, label, and test all Data Point of Connection (DPOC) communication cabling from each DAS node to the predetermined and respective DPOC(s), in accordance with Customer's specifications.
- Test and verify generating system(s) network connectivity.
 - a. TCP/IP internal addressing and verification
- Connect the data portion of digital NEM(s) to their respective DPOC(s).
- Supply, install, and configure a Modbus based digital Net Generation Output Meter (NGOM).
- Perform the physical installation, labeling, testing and certification testing of each data circuit from the digital NEM(s) to their respective DPOC(s).
- Provide basic system training to designated Customer/Facility maintenance staff.
- Provide Qualified Reporting Entity services to the Western Renewable Energy Generation Information System in order to create Renewable Energy Certificates on behalf of Menlo Park. All Renewable Energy Certificates of other environmental attributes shall remain the property of Menlo Park.

ATTACHMENT E
M&V SERVICES

EQUIPMENT AND FACILITIES COVERED

ENGIE Services U.S. will perform measurement and verification services (“M&V Services”) as set forth in this Attachment E with respect to Customer’s property at the Project Locations as shown in table in Attachment A.

I. Definitions:

Capitalized terms used in this Attachment E and not defined in the Contract, have the meanings set forth below:

“**Actual Energy Rate**” means, for any Measurement Period, utility rates calculated by ENGIE Services U.S. using actual utility billing information supplied by Customer for that Measurement Period.

“**Annual M&V Fee**” means a fee payable annually in advance by American Canyon to ENGIE Services U.S., in consideration of the provision of up to ten (10) years of M&V Services. The Annual M&V Fee for the first Measurement Period will be Thirteen Thousand Eight Hundred Sixteen Dollars (\$13,816.00). The Annual M&V Fee will be increased annually thereafter at the rate of three percent (3%) per annum, each increase to be effective on the first day of the corresponding Measurement Period.

“**Assessment Work**” means work required to assess the effect on EC Savings for any significant changes to the Facilities (including, but not limited to, building additions, new buildings, and new or changed HVAC equipment).

“**Base Energy Rate**” means the dollars per energy unit for each building and/or each ECM, set forth in this Attachment E, Section (III), and used by ENGIE Services U.S. to calculate the EC Savings.

“**Baseline**” means the energy use that would have occurred if the Scope Of Work were not implemented, taking into consideration Energy Use Factors for related buildings.

“**EC Savings**” means the savings in units of dollars (\$) calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III), achieved through the reduction in consumption or demand through implementation of the Work.

“**Energy Rate Factors**” means factors identified by ENGIE Services U.S. which may affect utility rates from the local utility companies.

“**Energy Savings Report**” is defined in this Attachment E, Section (II)(D).

“**Energy Savings Term**” means the period beginning on the first day of the Construction Period and ending on the earlier of: (i) the day immediately preceding the tenth (10th) anniversary of the M&V Commencement Date, or the day immediately preceding the twentieth (20th) anniversary of the M&V Commencement Date if the City elects to exercise its option to continue the Savings Guarantee associated with the performance by ENGIE of the Maintenance services described in Attachment F below; (ii) the termination of the Contract; (iii) the termination by Customer of the M&V Services in accordance with this Attachment E, Section (II)(G); or (iv) the failure by Customer to pay the Annual M&V Fee in accordance with this Attachment E, Section (II)(H)(i).

“**Energy Unit Savings**” means the savings in units of energy, power, water, etc., calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III), achieved through the reduction in consumption or demand through implementation of the Work.

“**Energy Use Factors**” means factors identified by ENGIE Services U.S. which may affect the Baselines or energy use for the Facilities, including but not limited to: hours and levels of occupancy; adjustments in labor force; building use and operational procedures; temperature, humidification, and ventilation levels; installed lighting and scheduled use; building construction and size; general level of repair and efficiency of heating and air conditioning equipment and other energy-using equipment; and amount of heating and air conditioning and other energy-using equipment.

“**Energy Use Savings**” means, for any Measurement Period, those savings, having units of dollars (\$), achieved for such Measurement Period through reductions in energy use, energy demand, water use, and the use of other commodities.

“**Guarantee Payment**” means, for any True-Up Term, either: (i) a cash payment by ENGIE Services U.S. to Customer in an amount equal to the Guarantee Shortfall for that True-Up Term pursuant to this Attachment E, Section (II)(A)(ii); or (ii) additional energy services or energy saving retrofits requested by Customer with an agreed value equal to the Guarantee Shortfall for that True-Up Term pursuant to this Attachment E, Section (II)(A)(iii).

“**Guarantee Shortfall**” means an amount calculated in accordance with this Attachment E, Section (II)(I)(v).

“**Guaranteed Savings**” means, for any True-Up Term, the dollar amount set forth below for such True-Up Term, as the same may be adjusted from time to time by ENGIE Services U.S. for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline:

Measurement Period	Projected Annual Savings	True-Up Term	Guaranteed Savings
1	\$186,456	1st True-Up	\$984,553
2	\$191,543		
3	\$196,768		
4	\$202,135		
5	\$207,651		
6	\$213,317	2nd True-Up	\$1,126,400
7	\$219,137		
8	\$225,117		
9	\$231,259		
10	\$237,570		
11	\$244,054	Year 1-10 Proxy	\$244,054
12	\$250,714	Year 1-10 Proxy	\$250,714
13	\$257,557	Year 1-10 Proxy	\$257,557
14	\$264,586	Year 1-10 Proxy	\$264,586
15	\$271,808	Year 1-10 Proxy	\$271,808
16	\$279,227	Year 1-10 Proxy	\$279,227
17	\$286,849	Year 1-10 Proxy	\$286,849
18	\$294,680	Year 1-10 Proxy	\$294,680
19	\$302,725	Year 1-10 Proxy	\$302,725
20	\$310,988	Year 1-10 Proxy	\$310,988

“**IPMVP**” means the International Performance Measurement and Verification Protocol prepared by Efficiency Valuation Organization.

“**Projected Energy Savings**” means those Energy Unit Savings, which ENGIE Services U.S. anticipates will be realized from the installation and continued operation of the Work, as set forth in this Attachment E, Section (III).

“**Savings Guarantee**” is defined in this Attachment E, Section (II)(A)(i).

“**True-Up Term**” means each 60-month period (as shown in table above) beginning on the M&V Commencement Date.

II. Terms and Conditions

A. Guaranteed Savings.

- i. Savings Guarantee. In consideration of the payment of the Annual M&V Fee, and upon the terms and subject to the conditions set forth herein, ENGIE Services U.S. warrants that Customer will realize total EC Savings during the Energy Savings Term of not less than the total Guaranteed Savings (the “Savings Guarantee”), as the same may be adjusted from time to time for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline.
- ii. Guarantee Payment. For any True-Up Term in which there is a Guarantee Shortfall, ENGIE Services U.S. will pay to Customer, within thirty (30) calendar days after the acceptance by Customer of the Energy Savings Report for such True-Up Term, the Guarantee Payment for that True-Up Term.
- iii. Services or Retrofits in Lieu of Guarantee Payment. If in the judgment of Customer, Customer would benefit from additional energy services or energy saving retrofits, Customer and ENGIE Services U.S. may mutually agree that ENGIE Services U.S. will provide such services or retrofits in lieu of the Guarantee Payment for such True-Up Term. For the purposes of this Contract, such services or retrofits will have a deemed value equal to the Guarantee Shortfall for that True-Up Term.
- iv. *Not Used.*

- v. Excusable Events. If ENGIE Services U.S. is delayed in, or prevented from, accurately calculating the actual EC Savings for any day of any Measurement Period by reason of any Excusable Event, such circumstance will not constitute a default, and ENGIE Services U.S. will be excused from performing the M&V Services while such event is continuing. During such event, Projected Energy Savings for the month(s) in which such event is continuing will be used in lieu of actual data; *provided* that if three (3) or more years of post M&V Commencement Date data are available for such month(s), the historical average of such data for such month(s) will be used in lieu of Projected Energy Savings.
- vi. *Not Used*.

B. Changes in Energy Use Factors.

- i. Adjustments to Baselines. Customer will notify ENGIE Services U.S. in writing within ten (10) Business Days of any change in any Energy Use Factor. In addition, data collected by ENGIE Services U.S. during or before the Energy Savings Term may indicate a change in the energy use pattern at the Facilities or any portion thereof and require a change to one or more Baselines. ENGIE Services U.S. will determine the effect that any such change will have on EC Savings and present to Customer a written analysis of the effects of such changes. ENGIE Services U.S. will also make corresponding revisions to the Baselines and/or EC Savings that it deems appropriate in its reasonable discretion.
- ii. Adjustments to Guaranteed Savings. If a change in any Energy Rate Factor or Energy Use Factor results in a reduction of EC Savings, then the Guaranteed Savings for the corresponding Measurement Period(s) will be decreased by the same amount. ENGIE Services U.S. will notify Customer, in writing, of all such changes.
- iii. Changes to Facilities. Customer or ENGIE Services U.S. may from time to time propose to make changes to the Facilities for the express purpose of increasing EC Savings or addressing events beyond its control. It is agreed that these changes will only be made with the written consent of both Parties, which will not be unreasonably withheld. The Baseline will not be adjusted to reflect any changes agreed to under this Attachment E, Section (II)(B)(iii).
- iv. Baseline Adjustment. If ENGIE Services U.S. proposes changes to the Facilities that would not unreasonably interfere with the conduct of Customer's business or cause Customer to incur additional costs, and Customer does not consent to the changes, then ENGIE Services U.S. will adjust the Baselines upward by the amount of savings projected from the changes.
- v. Projected Energy Savings. During the Energy Savings Term, when the ultimate effect of the Work on EC Savings cannot be accurately determined due to pending construction or changes to the Scope of Work, Projected Energy Savings for the Facilities will be used until the effect of the changes can be determined by ENGIE Services U.S.
- vi. Assessment Work. ENGIE Services U.S. has the right to charge Customer for Assessment Work, which will be billed at current ENGIE Services U.S. engineering rates and will be paid by Customer within thirty (30) calendar days after receiving ENGIE Services U.S.'s invoice. Before initiating Assessment Work, ENGIE Services U.S. will notify Customer in writing of the intent and estimated cost associated with the Assessment Work. Customer will, within forty-five (45) calendar days, give ENGIE Services U.S. written permission to proceed or, alternatively at no charge to ENGIE Services U.S., to stipulate that the Projected Energy Savings for the portion of the Facility in question be used for the purpose of meeting the Savings Guarantee for such Measurement Period and thereafter. If ENGIE Services U.S. does not receive written notice within forty-five (45) calendar days, the Projected Energy Savings for the portion of the Facility in question will be used until such time as Customer approves the Assessment Work.
- vii. Changes in Energy Use Factors. If Customer fails to notify ENGIE Services U.S. of changes in Energy Use Factors or fails to supply ENGIE Services U.S. in a timely manner with information that is requested by ENGIE Services U.S. for the calculation of EC Savings, the Energy Unit Savings for the relevant Measurement Period will be deemed equal to the corresponding Projected Energy Savings for such period. If information for the relevant Measurement Period is supplied at a later date, the Energy Unit Savings will be modified only if and to the extent that the calculated savings for such period exceed the Projected Energy Savings for such period.
- viii. Change Order – Savings Effect. ENGIE Services U.S. will calculate the energy impact of any Change Orders.
- ix. Changes in Savings Calculations. Any changes made by ENGIE Services U.S. to the savings calculations will be presented to Customer in advance. Customer will have thirty (30) calendar days to challenge or question the changes in writing.

- x. Inspection of Facilities. Customer agrees that ENGIE Services U.S. will have the right, with prior notice, to inspect the Facilities to determine if Customer has consistently complied with its obligations as set forth above. If any inspection discloses that Customer has failed, on or prior to the date of such inspection, to be in compliance with any of its obligations, then the Guaranteed Savings will be assumed to have been achieved for the portion of the Energy Savings Term during which such failure will have existed.
- xi. Interference. Customer may not cause, and will take all commercially reasonable steps to prevent any third party from causing, any overshadowing, shading or other interference with the solar insolation that falls on the Generating Facility. Upon discovering, or otherwise becoming aware of, any actual or potential overshadowing, shading or other interference with insolation, Customer will promptly notify ENGIE Services U.S. If an unforeseeable overshadowing or shading condition not caused by ENGIE Services U.S. or its subexists and continues for five (5) Business Days or more, Customer agrees that the Guaranteed Savings for such Generating Facility will be reduced based upon such shading condition, and ENGIE Services U.S. may present Customer with a proposed reduction to the Guaranteed Savings reflecting such overshadowing, shading or other interference.

C. Customer Maintenance. Beginning at Beneficial Use or Substantial Completion for any portion of the Work, Customer will maintain such portion of the Work and upon Final Completion will maintain the Project, in accordance with the maintenance schedules and procedures recommended by ENGIE Services U.S. and by the manufacturers of the relevant equipment, such maintenance to include maintaining all landscaping (including tree trimming) in and around the Generating Facilities.

D. Energy Savings Report. Annually during the Energy Savings Term, ENGIE Services U.S. will submit to Customer an energy savings report containing a precise calculation of the EC Savings during the applicable Measurement Period (an "Energy Savings Report"). Each Energy Savings Report will include an updated Table of Records in the form attached as Exhibit E-1. ENGIE Services U.S. will use its best efforts to submit such Energy Savings Report within ninety (90) calendar days after receipt of all needed information for a Measurement Period, unless additional information is needed to accurately calculate the EC Savings, in which case Customer will be notified of such a situation within the ninety (90) calendar-day period. Menlo Park shall have the right to request, at its own cost, a third-party audit of any Energy Savings Report(s) within three (3) years of submission. ENGIE Services U.S. shall review and respond to any findings of an audit which provide proof of error in an Energy Savings Report.

E. On-Site Measurements. Customer irrevocably grants to ENGIE Services U.S. the right, during the Energy Savings Term, to monitor EC Savings and energy management performance by conducting on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. ENGIE Services U.S. will not exercise such right in a manner that unreasonably interferes with the business of Customer as conducted at the Facilities as of the date hereof. Customer will cooperate fully with the exercise of such right by ENGIE Services U.S. pursuant to this Attachment E, Section (II)(E). Customer will further cooperate with ENGIE Services U.S.'s performance of the M&V Services by providing utility information, changes in Energy Use Factors, and/or additional information as reasonably requested by ENGIE Services U.S.

F. *Not Used.*

G. Termination of Guaranteed Savings. If (i) Customer notifies ENGIE Services U.S. in writing of its intent to terminate the M&V Services, (ii) the Contract is terminated by ENGIE Services U.S. for default by Customer or by Customer for any reason permitted by the Contract, (iii) ENGIE Services U.S. is no longer the provider of the Maintenance Services set forth in Exhibit F, or (iv) Customer fails to maintain the Project in accordance with this Attachment E, Section (II)(C), or is in default of any of its other obligations under this Attachment E, the obligation of ENGIE Services U.S. to prepare and deliver the Energy Savings Report and to make a Guarantee Payment will also be terminated. If such termination occurs on a date other than the last day of a True-Up Term, ENGIE Services U.S. will have no obligation to make a Guarantee Payment or prepare and deliver an Energy Savings Report for such True-Up Term.

H. Annual M&V Fee.

- i. Invoicing and Payment. The Annual M&V Fee for the first Measurement Period will be invoiced by ENGIE Services U.S. to Customer in a lump sum on the M&V Commencement Date. All subsequent Annual M&V Fees will be invoiced by ENGIE Services U.S. on the first day of the corresponding Measurement Period. Customer, or its designee, will pay ENGIE Services U.S. such Annual M&V Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Unless Customer gives ENGIE Services U.S. prior written notice of its intent to terminate the M&V Services, any failure to timely pay the Annual M&V Fee in accordance with this Attachment E, Section (II)(H) will be a material default by Customer under the Contract, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to perform M&V Services or to make Guarantee Payments.

- ii. Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.
- iii. Not Refundable. The Annual M&V Fee is not refundable for any reason.

I. Calculations.

- i. Calculation of EC Savings. EC Savings for any Measurement Period will be equal to, for such Measurement Period, the Energy Use Savings, in each case as adjusted for changes in Energy Use Factors during such Measurement Period. EC Savings achieved during the Construction Period will be included in the EC Savings for the first Measurement Period and subsequent True-Up Term only.
- ii. Calculation of Energy Use Savings. Energy Use Savings will be calculated by ENGIE Services U.S. as the *product* of (i) the Energy Unit Savings *multiplied by* (ii) the greater of (a) the applicable Base Energy Rate or (b) the applicable Actual Energy Rate.
- iii. Calculation of Guarantee Shortfall. The Guarantee Shortfall, for any True-Up Term, will be calculated by ENGIE Services U.S. as the *difference*, to the extent positive, between (i) the Guaranteed Savings for such True-Up Term *minus* (ii) the sum of EC Savings for such True-Up Term.

III. Methodologies and Calculations

The following details the methodologies and calculations to be used in determining the Energy Unit Savings under this Contract.

Table E-1: Measurement and Verification Methods

ECM	ECM Description	M&V Method	
		Electric Usage	Electric Demand
1	Photovoltaic (PV) Systems	Option B	N/A
2	Solar Thermal Collection - Pool Heating	Option B	N/A
4	Microgrid and Battery Energy Storage Systems (BESS)	N/A	Option B

- 1. M&V Option B: Energy savings performance of Scope of Work are measured and verified at the end-use site. Option B techniques are designed for projects where long-term continuous measurement of performance is desired and warranted. Under Option B, while some parameter may be stipulated or measured once then stipulated, some individual loads are continuously monitored to determine performance; and this measured performance is compared with an equipment-use Baseline to determine the Energy Unit Savings.
 - a. ENGIE Services U.S. will supply a one-time report to Customer detailing any initial measurements taken to establish usage Baselines or other parameters. Ongoing post-retrofit measurements will be compared to the Baselines, and the quantified Energy Unit Savings will be calculated and presented in ongoing reports. During the Construction Period, the Energy Unit Savings will be calculated by adding the savings measured for the whole months between Substantial Completion or Beneficial Use of the EC Measure and the M&V Commencement Date.
 - b. Monitoring shall provide measurements on a 15-minute and 60-minute interval basis. Metering data shall be sufficient to separately record solar power production, and BESS charging/discharging power, EV charging load, and total facility load.
 - c. Scope of Work:

ECM – 1: Photovoltaics (PV) Systems

- i. No baseline measurements are necessary because pre-retrofit PV production is zero. Kilowatt-hours produced by the PV system will be measured using automated metering. Measured interval production kilowatt-hours will be compared against production shown on the monthly utility bills and any differences will be reconciled. Projected kWh production is shown in *Table E-3* below and is projected to degrade by 0.5% per year.

Table E-2: First Year Solar PV Production

ECM Description	Projected Annual Production (kWh)

Photovoltaic (PV) Systems	919,723
PV Module Cooling from Solar Thermal	12,599
Total	932,322

- ii. Assumptions: Once Work is Substantially Complete, these savings will be measured and verified monthly for the Energy Savings Term.
- iii. Baselines and Projected Savings: EC Savings will be determined by multiplying the Energy Unit savings by the applicable Base Energy Rate. EC Savings will be calculated and presented in on-going reports.

ECM – 2: Solar Thermal Collection – Pool Heating

- i. ENGIE Services U.S. will continuously measure electrical energy savings delivered by the solar thermal pool heating system compared to an assumed baseline system. Efficiency improvement in the solar photovoltaic system resulting from cooler module temperatures will not be captured in this measurement plan but instead will be captured in the ECM-1 M&V methodology above.
- ii. Metering and Instrumentation: Energy delivered by the pool heating system to two different pools will be measured using BTU energy meters. Additionally, electricity supplied to the heat pump and electricity supplied to auxiliary pumps will be measured using electric meters. Outdoor air temperature and pool water temperature will also be measured. All metering will be connected to an on-site Data Acquisition System which will sample each meter multiple times per minute and will log readings from each meter every 15 minutes continuously.
- iii. Baseline Condition: The swimming pools being heated have not been in service to allow for the establishment of historical baseline, but the baseline condition is agreed to be that the pools would have been heated using air to water heat pumps. Consequently, the baseline pool heating efficiency will be assumed from published manufacturer performance data by developing an efficiency equation that relates electricity input, heat output, and ambient air temperature from manufacturer data using as many data points as the manufacturer can provide, thus establishing a performance curve for the heat pump that can be used to determine how much electricity would have been needed from the baseline system if the solar thermal heating system were not installed. Using this equation, the presumed baseline electricity input will be determined using the measured post-retrofit heating delivered to the pools.
- iv. Assumptions: Since the solar heating system requires sunlight to operate most efficiently, pool heating will be biased to occur during daylight hours. This may result in slight overheating of pools during the daytime while nighttime water temperatures will be allowed to drift. Due to the thermal mass of water in the pools, actual temperature deviations from day to night are expected to be small. In the event that data necessary for the calculation of Energy Unit Savings becomes unavailable for a period of time, missing data will be substituted from a comparable time period, and the substitution will be called out and explained to the Customer.

Some examples (not all possible examples) of situations that would require non-routine adjustments to the savings calculation would include the following: entirely or partially draining the pool, pool use or occupancy changes, pool water temperature setpoint is changed, or if a pool cover is used.

- v. Post-retrofit Measurements: Post-retrofit or actual heating system energy consumption will be the electricity consumed by the auxiliary heating pumps, and the heat pump unit itself. Energy delivered to each pool will also be measured along with outside air temperature. This data will be logged every 15 minutes and summed for the duration of the performance measurement period.
- vi. Savings Calculations: Energy Unit Savings measured in units of kWh will be the Baseline electric energy minus the Actual post-retrofit electric energy calculated every 15 minutes.

Table E-3: Annual Savings (ECM-2)

ECM Description	Projected Annual Electric Savings (kWh)
Solar Thermal Collection - Pool Heating	36,258

ECM – 4: Microgrid and Battery Energy Storage Systems (BESS)

- i. Metering Plan: Four meters will be needed to measure savings associated with this ECM. M1 – measures the electricity imported from and exported to Utility. M2 – measures the PV Production flowing into the facility electrical distribution system. M3 – will measure the flow of electricity into and out of the energy storage system. M4 – will measure the actual energy consumed by facility electrical loads. In some facilities, the installation of M4 is not feasible. Installation of M4 offers redundancy of metering such that with one non-functional meter, the BESS savings can still be determined. All meters will be configured to read positive in the direction of facility load and negative away from the facility load.
- ii. Baselines and Projected Savings: The baseline consumption will be determined every 15 minutes and will be the consumption recorded by the sum of meters M1 and M3. The energy and demand recorded by this meter will be divided into time-of-use categories that correspond to the appropriate Utility rate structure in effect on the date of execution of this agreement.
- iii. Post-retrofit Usage Determination: Post-Retrofit usage will also be determined every 15 minutes and will be divided into the same time-of-use categories as the baseline use. The equation used to determine the Post-Retrofit use will be meter M1.
- iv. Energy Unit Savings: Energy Unit Savings (kWh) will be calculated for each time of use category by subtracting the post-retrofit consumption from the baseline consumption within each time-of-use category, then summing for all intervals within each time-of-use category.

$$Energy\ Unit\ Savings = \sum_{intervals} Baseline - PostRetrofit$$

Energy Unit Savings (kW) will be calculated by selecting the maximum baseline demand measured in each month in any 15-minute interval for each time-of-use category and subtracting the post-retrofit demand measured at the same time interval for each month and each time-of-use category.

$$Energy\ Unit\ Savings = \sum_{Months} Baseline_{Max} - Post\ Retrofit_{Max}$$

- v. Non-routine Adjustments: Non-routine baseline adjustments may be calculated when operating conditions change from those that existed during the baseline. Events where the continuously sustained peak demand duration within any time of use category increases, significant loads are shifted between peak, mid-peak, or off-peak periods, backup generation is energized, or the occurrence of utility outages can all necessitate the calculation of a non-routine baseline adjustment in order to accurately reflect the savings associated with this ECM.
- vi. Energy Use Savings will be determined by multiplying the Energy Unit savings by the applicable Base Energy Rate. Energy Use Savings will be calculated and presented in on-going reports.

Table E-4: BESS Annual Savings by Month (ECM-3)

TOU Element	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Maximum Peak Demand (kW)	-	-	-	-	-	-	-	-	-	-	-	-
Maximum Part Peak (kW)	-	-	-	-	-	-	-	-	-	-	-	-
Maximum Demand (kW)	46	39	46	81	44	55	64	78	58	41	54	46

- 2. **Base Energy Rates**: EC Savings will be calculated using the Base Energy Rates. The Base Energy Rates listed in the tables below are to be increased each Measurement Period on a cumulative basis by three percent (3%), beginning on the first anniversary of the M&V Commencement Date and continuing on the first day of each Measurement Period thereafter.

Table E-5: Base Energy Rates

ECM	Electricity Rate (\$/kWh)
1	0.1760
2	0.2690

Table E-6: Base Energy Rates - PG&E TOU (ECM-4)

TOU Element	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Maximum Peak Demand (\$/kW)	-	-	-	-	-	-	-	-	-	-	-	-
Maximum Part Peak (\$/kW)	-	-	-	-	-	-	-	-	-	-	-	-
Maximum Demand (\$/kW)	19.01	19.01	19.01	19.01	19.01	19.93	19.93	19.93	19.93	19.01	19.01	19.01

Time of the year and times of the day are defined as follows:

SUMMER: (June 1 through September 30)

Peak:	4:00pm to 9:00pm	Every day, including weekends and holidays
Partial-peak:	2:00pm to 4:00pm AND 9:00pm to 11:00pm	Every day, including weekends and holidays
Off-peak:	All other Hours.	

WINTER (October 1 through May 31)

Peak:	4:00pm to 9:00pm	Every day, including weekends and holidays
Super Off-peak:	9:00am to 2:00pm	Every day in March, April and May, including weekends and holidays
Off-peak:	All other Hours.	

EXHIBIT E-1

FORM OF MEASUREYMENT AND VERIFICATION TABLE OF RECORDS

See attached PDF.

**ATTACHMENT F
MAINTENANCE SERVICES**

EQUIPMENT AND FACILITIES COVERED

ENGIE Services U.S. will perform preventive maintenance services (“Maintenance Services”) as set forth in this Attachment F with respect to Generating Facilities being constructed on the City’s property at the following Project Locations:

Site Name	Site Address	City	County	State	Zip Code
Menlo Park Community Campus (including Kelly Field)	100 Terminal Way	Menlo Park	San Mateo	CA	94025

Capitalized terms used in this Attachment F and not defined in the Contract, have the meanings set forth below:

I. Definitions

“**Annual Maintenance Fee**” means a fee payable annually in advance by the City to ENGIE Services U.S., in consideration of the provision of up to twenty (20) years of Maintenance Services. The Annual Maintenance Fee for the first Measurement Period will be Forty-Six Thousand Six Hundred Thirty-Two Dollars (**\$46,632.00**). The Annual Maintenance Fee will be increased annually thereafter at the rate of three percent (3%) per annum for the first five (5) Measurement Periods, each increase to be effective on the first day of the corresponding Measurement Period. The Annual Maintenance Fee for each Measurement Period after the fifth (5th) Measurement Period will be negotiated in good faith by the Parties, not later than ninety (90) days prior to the end of the preceding Measurement Period, on the basis of then-prevailing market rates (e.g., for labor and equipment).

II. Term

So long as the City pays to ENGIE Services U.S. the Annual Maintenance Fee, ENGIE Services U.S. will provide the Maintenance Services, as described herein, up to twenty (20) years from the M&V Commencement Date on an annualized basis. At the end of this term, the City may:

- a. Enter into another agreement with ENGIE Services U.S. to perform Maintenance Services
- b. Enter into an agreement with another service provider
- c. Self-perform preventive maintenance

III. Annual Maintenance Fee; Reporting

The Annual Maintenance Fee for the first Measurement Period will be invoiced by ENGIE Services U.S. to the City in a lump sum on the M&V Commencement Date. All subsequent Annual Maintenance Fees will be invoiced by ENGIE Services U.S. on the first day of the corresponding Measurement Period. The City, or its designee, will pay ENGIE Services U.S. such Annual Maintenance Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Any failure to timely pay the Annual Maintenance Fee in accordance with this Attachment F will be a material default by the City, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to provide Maintenance Services.

Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.

The Annual Maintenance Fee is not refundable for any reason.

Upon completion of any maintenance or repair work, ENGIE Services U.S. will update service logs detailing the work performed, location and any notes relevant to safe and efficient operations. These service logs will be compiled and submitted to the City on a quarterly basis.

If ENGIE Services U.S. is no longer the provider of Maintenance Services, the City’s new provider will maintain similar service logs. ENGIE Services U.S. will have reasonable access to inspect service logs to determine that adequate Maintenance Services are being performed.

IV. Preventive Maintenance Services Provided

ENGIE Services U.S. will provide the following Maintenance Services during the term:

- a. PV System Inspection: Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service roof penetrations and support structure on an annual basis.
- b. PV System Testing: Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects and switchgear on an annual basis.
- c. PV System Monitoring: Monitor system performance on a daily basis.
- d. PV System Module Cleaning:
 - i. Remove dust, dirt, and debris from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches on an annual basis.
 - ii Wash PV modules and remove accumulated dust and debris on an annual basis.
- e. EV-Charging Station Maintenance Services Scope – Above project locations (Five-year term only)

Inspection:

Perform the following Inspection for the Electric Vehicle Charging stations on an annual basis:

1. Check outside unit for any damage
2. Check casing of charger
3. Check cable plug of charger
4. Fully extend and test retractor mechanism
5. Check Led ring
6. Open and check internal components of charger
7. Check clamps to hold components to dinrails
8. Check CCID for rust caused by condensation
9. Check connection of Power Supply to terminal block
10. Check connections in PCB

Testing:

- a. Measure Power Quality, Voltage, Amperage on Electrical Vehicle Charging station on an annual basis.
- f. Pool Hot Water Thermal System Scope of Work:

Inspection: Semi-Annual

Modules:

- Weather integrity, wiring, insulation integrity, leaks, and surface condition
- Check for any Shading
- Flow balance, (check of surface temps)
- Joints, leaks, integrity
- Insulation integrity
- Pipe Supports, tightness, adequacy
- Ballast to cap interface integrity

System Mounts:

- Tightness and integrity

Tanks and Heat Exchangers:

- Inspect Solar tank, Insulation, leaks
- Back up heater, insulation, leaks
- Expansion tank, Integrity, leaks

Pump Stations:

- Leaks
- Adequate flow rate

Valves & Fittings:

- Corrosion, leaks
- Mixing valve operation

- Vacuum breaker function, leaks

Heat Transfer Fluid:

- Pressure, proper level
- Ph, appropriate value
- Freeze point, appropriate level

Control and Monitor:

- Sensors
- Faults

Performance:

- PV operating within specification
- Thermal operating within specification
- Hot Water tank operating within

Reporting:

- Semi-annual checklist will be completed and submitted after each inspection along with any corrective action reports if necessary. Inspections should occur in spring to inspect for snow and Ice damage and in fall to ensure array is prepared for winter.

Heat Pump Replacement:

- o Replace heat Pump in Year 11 or as needed within the period

g. Battery Energy Storage and Micro Grid Scope of Work:

The following Maintenance Services, with the following frequency, during the Maintenance Term

Frequency:	Maintenance Services:
<u>Annual Maintenance:</u> Once during each Operating Year in the Preventative Maintenance Term	Torque checks within the System, calibration checks, visual inspection (rodents, etc.)
	Harness inspection or replacement in kind if damaged (protective sleeve failure, rodents, etc.)
	Enclosure integrity – touch up paint and gasket inspection or replacement in kind if damaged
	Cabinet cleaning
	Cabinet ventilation system inspection – radiator area cleaning
	Coolant level check
	Battery and meter communications check
<u>5-Yearly Maintenance:</u> Once every 5 Operating Years in the Preventative Maintenance Term	Refrigerant Refill
	Pump Replacement
<u>10-Yearly Maintenance:</u> Once every 10 Operating Years in the Preventative Maintenance Term	Inverter coolant refill
	Inverter fan replacement
	Inverter pump replacement
	Powerpack coolant refill

	Powerpack fan replacement
	Powerpack bypass valve replacement
	Powerpack door gasket replacement

h. Microgrid Scope of Work:

The following Maintenance Services, with the following frequency, during the Maintenance

1. Microgrid Equipment Inspection: Inspect microgrid related switchgear, circuit breakers, transformers, and controllers on an annual basis.
2. Microgrid Equipment Testing: Perform voltage testing, amperage testing, and infrared scans of microgrid related switchgear, circuit breakers, transformers, and controllers on an annual basis.
3. Microgrid Equipment Monitoring: Monitor system performance on a daily basis.

i. PxiSE Microgrid monitoring platform:

Reporting

- Quarterly report on MEMS performance and resiliency metrics
- Report will be delivered via PDF or digitally within future HMI
- Report will be available within 60 days of the end of each quarter
- Quarterly report will include an analysis of the previous quarter's:
 - Total PV production (kWh or MWh) and energy usage including carbon-based fuel offset estimate (SGIP)
 - Battery charging source, grid vs. PV (kW or MW)
 - Battery cycling (number of total cycles)
 - Number of islanding events including detail of seamless starts and grid reconnects (ST) and load/critical load served
 - Quantity and length of prolonged events (LT)
 - Load shedding events and signals sent to BMS
 - Battery and inverter maintenance events

V. Repair Services

If a Generating Facility is damaged and requires safe-off, repair, demolition and/or reconstruction, or otherwise requires repair outside of warranty, the Customer must contact the ENGIE Services U.S. PV Operations & Maintenance Manager. In the event of damage, any component of the Generating Facility installed by ENGIE Services U.S. can be repaired or reconstructed by ENGIE Services U.S. at the Customer's request. the Customer must submit a request for quotation to the ENGIE Services U.S. PV Operations & Maintenance Manager. ENGIE Services U.S. will inspect the damage and provide a written quotation and complete scope of work to the Customer to restore the Generating Facility to normal operational condition. Before proceeding with repairs, ENGIE Services U.S. and the Customer must execute a work order, on ENGIE Services U.S.'s form, for the agreed scope of work and quotation amount. Repair work is done on a time and materials basis. Standard Business Hours are M-F, 7am to 5pm. Non-business Hours & Saturdays Equals 1.5x Rates. Sundays & Holidays Equals 2.0x Rates.

Labor Category		Straight Time
Hourly Rate – PV Electrical Journeyman Technician ¹	\$/hr.	Customer Labor Rate
Hourly Rate – PV Electrical Apprentice Technician ¹	\$/hr.	Customer Labor Rate
Hourly Rate – Engineering ²	\$/hr.	\$ 170.00
Hourly Rate – Administrative ²	\$/hr.	\$ 65.00
Service call-out - Daily minimum fee	\$	\$ 550.00
Mileage	\$	IRS Rate

Material mark-up %	%	15.00
Lift rental fee	\$	Current Market Price

¹Trade Hourly rate will be adjusted based on the current year of the local prevailing wage determination plus Burden, requirement for either travel or subsistence and lodging, and markup for services being requested.

²Escalated according to an inflation rate to the year in which service will occur.

VI. Warranty Services

The ENGIE Services U.S. PV Operations & Maintenance Manager will also be the Customer's point of contact for all issues related to the ENGIE Services U.S. Warranty set forth in Article 9 of the Contract. The Customer should refer to Article 9 of the Contract for services provided by ENGIE Services U.S. to the Customer in relation to manufacturer's warranties. The terms and conditions of the relevant manufacturer's warranties can be found in the operation and maintenance manuals delivered to the Customer at Final Completion.

VII. Services and Equipment to Be Covered by the Customer

ENGIE Services U.S.'s obligations under this Attachment F are expressly conditioned upon the Customer's payment of the Annual Maintenance Fee and providing and being responsible for the following, without cost to ENGIE Services U.S.:

- a. Making the Generating Facilities described herein available to ENGIE Services U.S. as of the Contract Effective Date.
- b. Operating and maintaining security systems associated with the Generating Facilities.
- c. Maintaining all landscaping in and around Generating Facilities including tree trimming.
- d. Allowing ENGIE Services U.S. and its personnel access as necessary to the Generating Facilities, and any related areas that may be reasonably necessary for performance of the Maintenance Services, including reasonable work, parking, and equipment staging areas.
- e. Allowing ENGIE Services U.S. and its personnel to access electrical power and other utilities then existing at the Generating Facilities as necessary for ENGIE Services U.S. to satisfy its obligations under the Contract.
- f. Remediating, pursuant to Applicable Law, any known Hazardous Substances encountered by ENGIE Services U.S. during the performance of the Maintenance Services which Hazardous Substances were not deposited by ENGIE Services U.S., including any backfill with clean soil as may be reasonably required.
- g. Insuring the Generating Facilities against loss due to acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, sabotage, and vandalism.

ENGIE Services U.S. will have no obligation to provide the Maintenance Services to the extent such provision of Maintenance Services is materially adversely affected by the Customer's failure to satisfy the conditions set forth in this Attachment F.

Menlo Park may terminate the Maintenance Services for its convenience by giving ENGIE Services U.S. ninety (90) days written notice prior to termination. Menlo Park understands that should Menlo Park elect to terminate for convenience the Maintenance Services, ENGIE's M&V Services and savings guarantee pursuant to Attachment E would simultaneously end.

**ATTACHMENT G
RESILIENCY SERVICES**

EQUIPMENT AND FACILITIES COVERED

ENGIE Services U.S. will perform Resiliency Services (“Resiliency Services”) as set forth in this Attachment G with respect to the microgrid facilities being constructed on the Customer’s property at the following Project Locations:

Site Name	Site Address	City	State	Zip Code
Menlo Park Community Center (including Kelly Field)	100 Terminal Ave,	Menlo Park	CA	94025

Capitalized terms used in this Attachment G and not defined in the Contract, have the meanings set forth below:

I. Definitions

“**Annual Resiliency Fee**” means a fee payable annually in advance by the Customer to ENGIE Services U.S., in consideration of the provision of up to ten (10) years of Resiliency Services. The Annual Resiliency Fee for the first Measurement Period will be Four Thousand Seven Hundred Eighty-Eight Dollars (**\$4,788.00**). The Annual Resiliency Fee will be increased annually thereafter at the rate of three percent (3%) per annum for the first five (5) Measurement Periods, each increase to be effective on the first day of the corresponding Measurement Period. The Annual Resiliency Fee for each Measurement Period after the fifth (5th) Measurement Period will be negotiated in good faith by the Parties, not later than ninety (90) days prior to the end of the preceding Measurement Period, on the basis of then-prevailing market rates for, e.g., labor and equipment.

II. Term / Termination

ENGIE Services U.S. will provide the Resiliency Services, as described herein, up to ten (10) years from the M&V Commencement Date on an annualized basis. At the end of this term, the Customer may:

1. Enter into another agreement with ENGIE Services U.S. to perform Resiliency Services
2. Enter into an agreement with another service provider
3. Self-perform services

Menlo Park may terminate the Resiliency Services for its convenience by giving ENGIE Services U.S. ninety (90) days written notice prior to termination.

III. Scope of Work

ENGIE Services U.S. will provide the following Resiliency Services during the term:

(b) Event Related Services

- i) Customer and ENGIE Services U.S. will communicate via email as soon as either party becomes aware that a pre-planned utility power outage (i.e. Public Safety Shutoff Events) is Scheduled. The non-initiating party will promptly respond to the initiating party in confirmation of receipt of the email notification.
 - ii) ENGIE Services U.S. will notify Customer upon utility power outage commencement
 - iii) Provide digital signage management for Customer supplied display
 - a. Alert building occupants of power event status (Planned, Active, Completed).
 - b. Building occupant tips for extending resilient power coverage.
 - iv) ENGIE Services U.S. will notify Customer upon utility power outage conclusion
 - v) Post-event review of resilient system performance with Customer
 - a. Assess system run-time performance.
 - b. ENGIE Services U.S. will calculate the emissions benefit of having renewable based microgrid vs only diesel back-up.
 - c. Recommendations for extending resilient coverage if more time is needed
 - vi) Assist with implementing lessons learned from review.
- b) Routine Services
- i) Review BESS and PV maintenance to ensure systems are available when needed.

- ii) Perform one annual simulated resiliency event readiness test coordinated with Customer (after hours).
 - a. Review readiness test with Customer.
- iii) Perform quarterly review of electric load creep and control system scheduling changes.
 - a. Report results to Customer with any revisions of coverage estimate.

IV. Services and Equipment to Be Covered by the Customer

ENGIE Services U.S.'s obligations under this Attachment G are expressly conditioned upon providing and being responsible for the following, without cost to ENGIE Services U.S.:

- a. Making the Generating Facilities described herein available to ENGIE Services U.S. as of the Contract Effective Date.
- b. Operating and maintaining security systems associated with the Generating Facilities.
- c. Maintaining Stationary Source Permit with the local AQMD.
- d. Allowing ENGIE Services U.S. and its personnel access as necessary to the Generating Facilities, and any related areas that may be reasonably necessary for performance of the Resiliency Services, including reasonable work, parking, and equipment staging areas.
- e. Allowing ENGIE Services U.S. and its personnel to access electrical power and other utilities then existing at the Generating Facilities as necessary for ENGIE Services U.S. to satisfy its obligations under the Contract.
- f. Remediating, pursuant to Applicable Law, any known Hazardous Substances encountered by ENGIE Services U.S. during the performance of the Resiliency Services which Hazardous Substances were not deposited by ENGIE Services U.S., including any backfill with clean soil as may be reasonably required.
- g. Insuring the Generating Facilities against loss due to acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, sabotage, and vandalism.

ENGIE Services U.S. will have no obligation to provide the Resiliency Services to the extent such provision of Resiliency Services is materially adversely affected by the Customer failure to satisfy the conditions set forth in this Attachment G.

ATTACHMENT H
EV CHARGING SUPPORT SERVICES

EQUIPMENT AND FACILITIES COVERED

ENGIE Services U.S. will provide EV Charging Support Services as set forth in this Attachment H with respect to the EV Chargers being constructed on Menlo Park’s property at the following Project Locations:

Site Name	Site Address	City	State	Zip Code
Menlo Park Community Center	100 Terminal Ave,	Menlo Park	CA	94025

Capitalized terms used in this Attachment H and not defined in the Contract, have the meanings set forth below:

I. Definitions

“Monthly EV Charging Support Services Fee” means a fee payable monthly by the Customer to ENGIE Services U.S., in consideration of the provision of up to ten (10) years of EV Charging Support Services. The Fee for the first Measurement Period will be Seven Hundred Sixty-Eight Dollars (**\$768.00**) per month. The Monthly EV Charging Support Services Fee will be increased annually thereafter at the rate of three percent (3%) per annum for the first five (5) Measurement Periods, each increase to be effective on the first day of the corresponding Measurement Period. The Monthly EV Charging Support Services Fee for each Measurement Period after the fifth (5th) Measurement Period will be negotiated in good faith by the Parties, not later than ninety (90) days prior to the end of the preceding Measurement Period, on the basis of then-prevailing market rates for, e.g., labor and equipment.

“Monthly EV Charging Transaction Fee” means a fee payable monthly by end users of the EV Chargers. Engie Services U.S. Inc. will collect an 11% Transaction Fee on each charging event.

II. Term / Termination

ENGIE Services U.S. will provide the EV Charging Support Services, as described herein, up to ten (10) years from the M&V Commencement Date on an annualized basis. At the end of this term, Menlo Park may:

1. Enter into another agreement with ENGIE Services U.S. to perform EV Charging Support Services
2. Enter into an agreement with another service provider
3. Self-perform services

Menlo Park may terminate the EV Charging Support Services for convenience by giving ENGIE Services U.S. ninety (90) days written notice prior to termination.

III. Scope of Work

ENGIE Services U.S. will provide the following EV Charging Support Services during the term:

Public Charging Services

- a) Monthly Reporting showing
 - i. EV Charger Utilization
 - ii. Charger availability
 - iii. Revenue by charger
 - iv. Electricity cost by charger
- b) Time of use Pricing Support
- c) Direct Deposit
- d) Remote Troubleshooting
- e) Fault alarming
- f) Ticketing and repair management

IV. Service Level Agreement

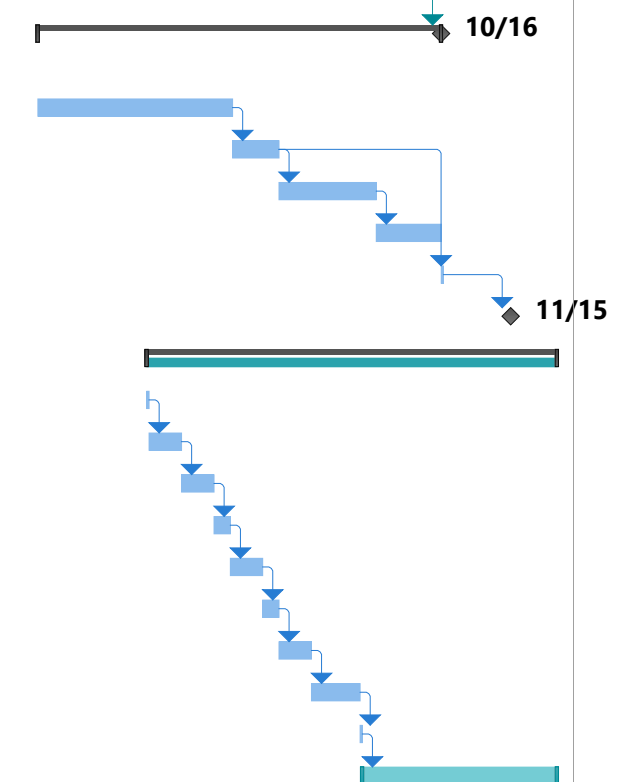
ENGIE Services U.S.’s obligations under this Attachment H are expressly conditioned upon the following, without cost to ENGIE Services U.S.:

- h. Menlo Park will notify ENGIE Services U.S. of any EV Charger failure. Within two (2) business days of notification of an EV Charger failure, ENGIE Services U.S. will troubleshoot and communicate to Menlo Park a repair timeline for the failed EV Charger.
- i. Menlo Park will make the EV Charging Facilities described herein available to ENGIE Services U.S. during the term of the EV Charging Support Services.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023		
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	★	Menlo Park	520 days	Wed 12/15/21	Tue 12/12/23																									
2	→	NTP from Menlo Park	1 day?	Wed 12/15/21	Wed 12/15/21																									
3	★	Engineering	200 days	Wed 12/15/21	Tue 9/20/22																									
4	→	Site Survey	2 days	Wed 12/15/21	Thu 12/16/21																									
5	→	Soils Engineering	20 days	Wed 12/15/21	Tue 1/11/22	4SS																								
6	→	UG Survey	2 days	Wed 1/12/22	Thu 1/13/22	5																								
7	★	Microgrid System Design	175 days	Wed 12/15/21	Tue 8/16/22																									
8	→	Tesla MegaPack BESS Design	90 days	Wed 12/15/21	Tue 4/19/22																									
9	→	Microgrid Controls Design	90 days	Wed 12/15/21	Tue 4/19/22	8SS																								
10	→	Electrical Engineering Design	110 days	Wed 12/15/21	Tue 5/17/22	9SS																								
11	→	Structural Foundation Design	60 days	Wed 12/15/21	Tue 3/8/22	10SS																								
12	→	Solar Thermal Engineering	60 days	Wed 12/15/21	Tue 3/8/22																									
13	→	System Integration Process	30 days	Wed 5/18/22	Tue 6/28/22	10																								
14	★	Project Design	135 days	Mon 1/24/22	Fri 7/29/22																									
15	→	Prepare Permit Packages	90 days	Mon 3/14/22	Fri 7/15/22																									
16	→	30% Design Review	30 days	Mon 3/28/22	Fri 5/6/22	15SS+10 day																								
17	→	60% Design Review	30 days	Mon 5/9/22	Fri 6/17/22	16																								
18	→	City/AHJ Permit	30 days	Mon 6/20/22	Fri 7/29/22	17																								
19	★	Procurement	240 days	Wed 12/15/21	Tue 11/15/22																									
20	→	Tesla Megapack BESS	240 days	Wed 12/15/21	Tue 11/15/22																									
21	→	Structural Subcontractor Canopy Steel	40 days	Wed 4/20/22	Tue 6/14/22	11FS+30 day																								
22	→	Structural Rooftop Racking	70 days	Wed 3/9/22	Tue 6/14/22	11																								
23	→	Electrical Inverters	40 days	Wed 6/29/22	Tue 8/23/22	10FS+30 day																								
24	→	Electrical Equipment / Panels	90 days	Wed 5/18/22	Tue 9/20/22	10																								
25	→	EV Charging Stations	65 days	Wed 5/18/22	Tue 8/16/22	10																								
26	→	Solar Thermal Collectors SunDrum	60 days	Wed 3/9/22	Tue 5/31/22	12																								
27	★	Pre-Construction	5 days	Mon 8/1/22	Fri 8/5/22																									
28	→	Mobilization	5 days	Mon 8/1/22	Fri 8/5/22																									
29	★	Construction	269 days	Mon 8/8/22	Thu 8/17/23																									
30	→	Rooftop	20 days	Mon 8/8/22	Fri 9/2/22																									
31	→	Rooftop	20 days	Mon 8/8/22	Fri 9/2/22																									
32	→	Crane Lift - Materials to Roof	1 day	Mon 8/8/22	Mon 8/8/22	31SS																								
33	→	Assemble Racking	10 days	Tue 8/9/22	Mon 8/22/22	32																								
34	→	Install Modules	10 days	Tue 8/23/22	Mon 9/5/22	33																								
35	→	Cleanup	2 days	Tue 9/6/22	Wed 9/7/22	34																								
36	→	Punchlist Walk	1 day	Thu 9/8/22	Thu 9/8/22	35																								
37	→	Rooftop - Electrical	30 days	Tue 9/6/22	Mon 10/17/22	34																								
38	→	Module String Wiring	5 days	Tue 9/6/22	Mon 9/12/22	34																								

Project: Project1 Date: Thu 12/2/21	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023		
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
77	→	Specialized 3rd Party Testing	3 days	Mon 2/27/23	Wed 3/1/23	75FS+45 day																								
78	→	Coordinated Functional Preperation Test	1 day	Thu 3/2/23	Thu 3/2/23	77																								
79	→	Shutdown Required - Islanding Functionality	1 day	Fri 3/3/23	Fri 3/3/23	78																								
80	→	Microgrid PPI Testing - PG&E (60 day Review period)	124 days	Wed 4/26/23	Mon 10/16/23	76																								
81	→	PPI - Submit G5 Forms and Testing Documer	60 days	Wed 4/26/23	Tue 7/18/23																									
82	→	PG&E PPI Test (Pre-Parralell Inspection)	14 days	Wed 7/19/23	Mon 8/7/23	81																								
83	→	Contractor Punchlist	30 days	Tue 8/8/23	Mon 9/18/23	82																								
84	→	Customer Punchlist	20 days	Tue 9/19/23	Mon 10/16/23	83																								
85	→	Final Completion	1 day	Tue 10/17/23	Tue 10/17/23	82FS+50 day																								
86	→	Commercial Operation Date	1 day	Wed 11/15/23	Wed 11/15/23	85FS+20 day																								
87	★	Phase 2 - Kelly Field Carport Canopies	127 days	Mon 6/12/23	Tue 12/5/23																									
88	→	Layout	1 day	Mon 6/12/23	Mon 6/12/23																									
89	→	Drill/Set/Pour Structural Foundations	10 days	Tue 6/13/23	Mon 6/26/23	88																								
90	→	Steel Erection	10 days	Tue 6/27/23	Mon 7/10/23	89																								
91	→	Module Installation	5 days	Tue 7/11/23	Mon 7/17/23	90																								
92	→	Electrical Inverters	10 days	Tue 7/18/23	Mon 7/31/23	91																								
93	→	Electrical Lighting	5 days	Tue 8/1/23	Mon 8/7/23	92																								
94	→	Electrical DC	10 days	Tue 8/8/23	Mon 8/21/23	93																								
95	→	Electrical AC	15 days	Tue 8/22/23	Mon 9/11/23	94																								
96	→	Punchlist Walk	1 day	Tue 9/12/23	Tue 9/12/23	95																								
97	★	PG&E PTO Process	60 days	Wed 9/13/23	Tue 12/5/23	96																								



Project: Project1 Date: Thu 12/2/21	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

		Solar PV Performance - Table of Records				Solar Thermal Pool Heating Performance - Table of Records			BESS Performance - Table of Records		
Measurement Period	Period Covered (Dates)	PV Production - Projected (kWh)	Normalized Projected PV Production (SEMMY) (kWh)	Actual PV Production (kWh)	Over/Under Production (Actual - SEMMY)	Thermal Savings - Projected (kWh)	Thermal Savings - Actual (kWh)	Over/Under Production (Actual - Projected) (kWh)	BESS Savings - Projected (\$)	BESS Savings - Actual (\$)	Over/Under Production (Actual - Projected) (\$)
1	TBD at Constructon Completion	932,322	TBD - Annually	TBD - Annually	TBD - Annually	36,258	TBD - Annually	TBD - Annually	\$12,615	TBD - Annually	TBD - Annually
2		929,525				36,258			\$12,615		
3		926,737				36,258			\$12,615		
4		923,956				36,258			\$12,615		
5		921,184				36,258			\$12,615		
6		918,421				36,258			\$12,615		
7		915,666				36,258			\$12,615		
8		912,919				36,258			\$12,615		
9		910,180				36,258			\$12,615		
10		907,449				36,258			\$12,615		



STAFF REPORT

City Council
Meeting Date: 12/7/2021
Staff Report Number: 21-237-CC

Public Hearing: **Consider the Planning Commission's Recommendation to approve specific plan amendments and an amendment to the development agreement for a project at 1300 El Camino Real**

Recommendation

The Planning Commission and staff recommend that the City Council take the following actions on the proposed project:

1. Waive first reading and introduce Ordinance No. 1083 amending the specific plan to increase the maximum public benefit bonus-level floor area ratio (FAR) from 1.50 to 1.55 in the ECR NE-R District under certain circumstances (Attachment A); and
2. Waive first reading and introduce Ordinance No. 1084 approving an amendment to the development agreement (DA) for the project sponsor to secure vested rights, and for the City to secure a public benefit (Attachment B.)

At its meeting November 22, 2021, the Planning Commission approved an architectural control revision to increase gross floor area (GFA) for support uses, including a public benefit bonus to exceed the Base-level FAR standards and modify the exterior of the residential building entry, and a use permit revision to allow expanded outdoor seating, on and off-sale alcohol sales, and a diesel fuel tank for an emergency backup generator, for the mixed-use project at 1300 El Camino Real (Springline), which is currently under construction. The architectural control revision does not become effective unless the specific plan amendments and amendment to the DA are approved by the City Council.

The City prepared an addendum to the certified final infill environmental impact report (EIR), which considered the above requested entitlements.

Policy Issues

The proposed project requires the City Council to consider the merits of the project, including the project's consistency with the City's general plan and the SP-ECR/D (El Camino Real/Downtown specific plan) zoning district (inclusive of the proposed amendments to the ECR NE-R sub-district of the El Camino Real/Downtown specific plan.) As part of the project review, the City Council will need to consider the proposed specific plan amendments that are required to enable the applicant's proposed modifications that were conditionally approved by the Planning Commission through the approval of the architectural control revision. The City Council will also need to consider the amendment to the DA for specific additional public benefits in exchange for the additional square footage at the public benefit bonus level.

The City prepared an addendum to the certified final infill EIR for the Station 1300 (1300 El Camino Real) project, which considered the requested entitlements for the project, and the broader amendment to the specific plan ECR NE-R sub-district. As discussed in the addendum (Attachment C), it is the City's conclusion that the proposed changes and associated environmental effects do not meet the conditions calling for preparation of a subsequent EIR. Further, the proposed amendments to the specific plan would not increase the maximum allowable development capacity under the specific plan, which included a development cap.

Background

Site location

The specific plan amendments would cover the ECR NE-R (El Camino Real North East-Residential) district within the SP-ECR/D (El Camino Real/Downtown specific plan) zoning district. Using El Camino Real in a north to south orientation, the ECR NE-R district is located on the east side of El Camino Real between Oak Grove and Glenwood Avenues. The area is bordered by the Caltrain right-of-way to the east.

The Springline project site is approximately 6.4 acres in size and located at 1300 El Camino Real in the ECR NE-R district of the specific plan. The project site is located on the east side of El Camino Real, between Oak Grove Avenue and Glenwood Avenue. A location map is included as Attachment D.

Previous project review

The City Council approved the 1300 El Camino Real project (formerly known as "Station 1300" and currently called "Springline") January 24 and February 7, 2017. The project is a mixed-use development consisting of nonmedical office, residential and community-serving uses with a total of approximately 220,000 square feet of non-residential uses and 183 dwelling units. The project includes a two-level underground parking garage and construction of an extension of Garwood Way to connect to Oak Grove Avenue and align with Merrill Street. The two office buildings are oriented toward El Camino Real, while the residential building is oriented toward Oak Grove Avenue and the extended Garwood Way. Along El Camino Real and Oak Grove Avenue, the ground floors will be mostly occupied by community-serving uses (retail, personal service, etc.) The project also includes pathways and plazas, a publicly-accessible dog park, and landscaping.

The Planning Commission reviewed the proposed amendments to the specific plan, architectural control revision, use permit revision and an amendment to the DA at its November 22, 2021 meeting and voted (five to one, with one Commissioner opposed and one Commissioner absent) to approve the architectural control revision and use permit revision for the previously approved project and recommend that the City Council approve the specific plan amendments and the amendment to the DA. The November 22, 2021 staff report is included as hyperlink Attachment E.

The approved architectural control revision included a determination of a Public Benefit Bonus to exceed the Base-level FAR standards and modifications to the basement and second levels of each office building, which increases the project's GFA by up to approximately 9,000 square feet. The architectural control revision also modified the exterior of the residential building entry and included a minor reconfiguration of uses. A condition of approval requires the payment of a below market rate commercial linkage fee in compliance with the City's below market rate housing program. The approval of the

architectural control revision is final unless appealed to the City Council although it does not become effective unless the specific plan amendments are approved by the City Council because the project would otherwise exceed the permitted public benefit bonus level GFA.

The use permit revision allows hazardous materials for a fuel tank supplying a diesel emergency backup generator, expanded outdoor seating associated with full/limited service restaurants, and the on-site and off-site consumption of alcohol. The use permit revision does not require the specific plan amendments and is final unless appealed to the City Council. The applicant's project description letter and project plans are included as Attachments F and G, respectively.

The Planning Commission's decision to approve the use permit revision and architectural control revision is appealable to the City Council. The appeal period for these actions ends December 7, 2021 at 5:30 p.m. As of the publication of this staff report, the city clerk had not received an appeal of the Planning Commission's decision. If the Planning Commission's action is appealed, the appeal can be heard by the City Council independently of the proposed specific plan amendments and proposed amendment to the DA.

Analysis

Specific plan amendments

The proposed increase in GFA would require specific plan amendments. The proposed amendments would increase the maximum bonus-level development allowed in the ECR NE-R district for projects approved at the bonus-level that include residential and community servicing uses when the Planning Commission finds additions during construction are necessary or desirable to address deficiencies identified after construction of the structure(s) is substantially complete, as follows:

Development Intensity, Maximum FAR for all uses inclusive of Offices

Base: 1.10

Public Benefit Bonus: 1.50; except that the Planning Commission may approve additions of GFA to a mixed use project in the ECR NE-R District during construction, where said mixed use project was previously approved by the Planning Commission or City Council at the public benefit bonus level that includes residential and community serving uses (all permitted non-residential/non-office uses in the "El Camino Real Mixed Use/Residential" land use designation), and provided that (1) additions are limited to those determined by the Planning Commission to be necessary or desirable to address deficiencies identified after construction of the structure(s) was substantially complete and to result in a total FAR not to exceed 1.55, (2) any additions provided above-grade do not increase the exterior dimensions of the project and have the sole function of correcting internal circulation deficiencies in the approved and built project, (3) any additional GFA below-grade is located within the footprint of existing subsurface levels, (4) additions are limited to a maximum FAR of 0.05 and restricted to uses intended to serve occupants of the project site and not open to the general public, and (5) any such changes require architectural control review and action by the Planning Commission.

The full amendments, including other areas in the specific plan where the maximum bonus-level FAR for the ECR NE-R district is listed, are included in Attachment A (Exhibit A.)

Staff believes that the proposed specific plan amendments to increase the maximum bonus-level development allowed in the ECR NE-R district when specific criteria are met would help such projects

correct deficiencies identified after construction is substantially complete and provide desirable amenities without needing to reduce potential commercial, including retail and restaurant, or residential spaces that might have the effect of reducing the activating uses of a mixed-use project. The correction of deficiencies and the addition of desirable amenities would also allow such projects to provide necessary and desirable common space areas for residents and commercial occupants of mixed-use developments, and design functional commercial spaces that would attract commercial tenants to help activate the streetscape within the ECR NE-R district.

The proposed specific plan amendments are consistent with the rest of the specific plan, including the guiding principles, particularly the following two guiding principles discussed on page C4 of the specific plan:

- **Generate vibrancy:** The specific plan acknowledges the community's desire for a more active, vibrant downtown and station area, with a mix of retail, residential and offices uses that complement and support one another and bring vitality, including increased retail sales, to the area. In addition, the Specific Plan establishes standards and guidelines that encourage development of underutilized and vacant land on El Camino Real while ensuring a building character that is modulated and in keeping with Menlo Park's small-town character. The specific plan focuses on creating new connected places of activity and social life that enhance community life and contribute to a vibrant downtown.
- **Sustain Menlo Park's Village character:** The specific plan recognizes and builds upon the unique qualities of downtown Menlo Park and El Camino Real, in particular its small town character of lower-scale buildings and diverse and local neighborhood-serving businesses. The specific plan accommodates future development in ways that complement the area's existing character, using design controls and guidelines to regulate building form and scale.

The proposed amendments would help generate vibrancy by activating the streetscape in the ECR NE-R district and help sustain Menlo Park's village character by keeping the specific plan's design standards that regulate building form and scale, and only allowing the addition of GFA when it does not expand the exterior dimensions of an approved project.

The proposed amendments, which would allow a maximum Bonus-level FAR of 1.55 under certain circumstances, are also consistent with the General Plan, which allows a FAR up to 2.25 at the public benefit bonus level within the El Camino Real/Downtown specific plan land use designation.

Public benefit bonus and amendment to the DA

The permitted FAR in the ECR NE-R District is 1.10, but with a public benefit bonus the FAR can increase to 1.50. Similarly, the maximum height in the ECR NE-R District is 38 feet, although 48 feet is permitted with a public benefit bonus. The City Council approved the 1300 El Camino Real project in 2017 at the maximum FAR and height as permitted with a public benefit bonus. The project included a DA ([hyperlink Attachment H.](#)) The DA is a contract between the City of Menlo Park and a project sponsor that delineates the terms and conditions of a proposed development project. The DA allowed the project sponsor to secure vested rights, and the City to secure public benefits, including a \$2.1 million cash contribution to the Downtown amenity fund, additional affordable housing units, a publicly-accessible dog park, and a sales tax guarantee.

The applicant is now proposing an additional payment of \$300,000 in exchange for the newly proposed GFA, which would be developed at a FAR of approximately 1.53, as permitted by the proposed specific plan amendments. The applicant's public benefit proposal is included as Attachment I. The additional payment of \$300,000 would be used by the City to complete a quiet zone feasibility study if the cost of the study exceeds the amount previously budgeted by the City and implement measures from the quiet zone feasibility study if the funds are not exhausted by the feasibility study. Any remaining funds would be deposited in the City's Downtown amenity fund for the City to use at its sole discretion. The DA also includes an obligation of the Owner to pay the below market rate commercial linkage fee associated with the architectural control revision.

Changes since Planning Commission meeting

Staff updated the language of the proposed specific plan amendment slightly since the Planning Commission meeting for consistent use of the terms "gross floor area" and "public benefit bonus level." In addition, the language of the proposed specific plan amendment was updated to clarify that the additional square footage could not be used by the general public.

Staff also updated the language of the amendment to the DA to replace the term "Downtown Public Amenity Fund" with the term "Downtown Amenity Fund."

Conclusion

Staff believes that the proposed specific plan amendments would be consistent with the rest of the specific plan and the City's general plan. The proposed specific plan amendments would help activate the ECR NE-R District streetscape and allow for necessary and desirable common space areas for residents and commercial occupants of mixed-use developments. The amendment to the DA would document the proposed additional cash contribution in exchange for bonus-level development. An addendum to the infill EIR was prepared and it was determined the Program EIR for the specific plan and the previous project-specific infill EIR and the associated Mitigation Monitoring and Reporting Programs are adequate for the project as revised, inclusive of the proposed specific plan amendments. The Planning Commission and staff recommend that the City Council adopt an ordinance amending the specific plan and adopt an ordinance approving the amendment to the DA.

Impact on City Resources

The project sponsor is required to pay planning, building and public works permit fees, based on the City's master fee schedule, to fully cover the cost of staff time spent on the review of the project. In addition, the proposed development would be subject to payment of the El Camino Real/Downtown specific plan preparation fee and the transportation impact fee (TIF.) These required fees were established to account for projects' proportionate obligations.

Environmental Review

The specific plan process included detailed review of projected environmental impacts through a program EIR, as required by the California Environmental Quality Act (CEQA.) In compliance with CEQA requirements, the draft EIR was released in April 2011, with a public comment period that closed in June 2011. The final EIR, incorporating responses to draft EIR comments, as well as text changes to parts of

the draft EIR itself, was released in April 2012, and certified along with the final Plan approvals in June 2012.

As specified in the specific plan EIR and the CEQA Guidelines, program EIRs provide the initial framework for review of discrete projects. Most project proposals under the specific plan are anticipated to be fully addressed as part of the specific plan EIR. However, for the approved project at 1300 El Camino Real, staff and an independent CEQA consulting firm determined that a project-level EIR was required to examine specific impacts not addressed in the specific plan EIR. The specific type of project-level EIR required for the project is defined by Senate Bill (SB) 226 as an “Infill EIR,” as the project met relevant criteria defined by that legislation. In compliance with CEQA requirements, the draft infill EIR was released in March 18, 2016, with a public comment period that closed in April 4, 2016. The final infill EIR was certified along with the final project approvals January 24, 2017.

Pursuant to CEQA Guidelines Section 15164, an addendum to the infill EIR was prepared, which summarizes the currently proposed revisions to the 1300 El Camino Real Project approved in 2017, as well as the proposed specific plan amendments. As discussed in the addendum (Attachment C), it is the City’s conclusion that the proposed changes and associated environmental effects do not meet the conditions described in Section 15162 calling for preparation of a subsequent EIR. The proposed amendments to the specific plan would not increase the maximum allowable development capacity under the specific plan, which included a development cap. As a result, the amendments to the specific plan would have no new impacts or more severe impacts than previously discussed and analyzed in the specific plan EIR and the infill EIR. Further, any redevelopment on the other parcels within the ECR NE-R District would be reviewed for consistency with the specific plan EIR to determine the appropriate project-specific environmental analysis. There is no substantial evidence to support requiring additional environmental review, and the infill EIR and the associated mitigation monitoring and reporting program are adequate for the Project as revised.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Public notification also consisted of publishing a notice in the local newspaper and notification by mail of owners and occupants within a 1,320-foot radius of the subject property.

Attachments

- A. Ordinance No. 1083 amending the specific plan
Exhibits to Attachment A:
 - A. Specific plan amendments
- B. Ordinance No. 1084 approving a DA amendment
Exhibits to Attachment B:
 - B. Amendment to the DA
- C. Addendum to the infill EIR
- D. Location map
- E. Hyperlink: November 22, 2021 Planning Commission Staff Report –
[menlopark.org/DocumentCenter/View/30063/E1_Springline-Staff-Report?bidId=](https://www.menlopark.org/DocumentCenter/View/30063/E1_Springline-Staff-Report?bidId=)

- F. Project description letter
- G. Project plans
- H. Hyperlink: Approved DA – menlopark.org/DocumentCenter/View/24149/Station-1300---Recorded-Development-Agreement-DA
- I. Public benefit proposal

Report prepared by:
Corinna Sandmeier, Acting Principal Planner

Report reviewed by:
Kyle Perata, Acting Planning Manager
Nira Doherty, City Attorney

ORDINANCE NO. 1083**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
AMENDING THE EL CAMINO REAL/DOWNTOWN SPECIFIC PLAN**

WHEREAS, the City of Menlo Park (“City”) received an application requesting amendments to the El Camino Real/Downtown Specific Plan (“Specific Plan”), a use permit revision for the addition of a fuel tank supplying a diesel emergency back-up generator, expanded outdoor seating associated with full/limited service restaurants and beverage sale establishments and the sale of alcohol for on-site and off-site consumption, and an architectural control revision for exterior modifications to the residential entry and up to 9,000 square feet of additional gross floor area that would be enabled by amendments to the Specific Plan, and modification of a portion of the previously-designated community-serving use space facing Oak Grove to a multi-function space for use by the residential component of the project, an amendment to the development agreement for the Project and a request for environmental review (collectively, the “Project Revisions”) from Cyrus Sanandaji, Presidio Bay Ventures (“Applicant”), on behalf of the property owner Real Social Good Investments, LLC (“Owner”), to make modifications to an approved mixed-use development (“Project”) located at 1300 El Camino Real (APN 061-430-490) (“Property”), previously approved as a bonus-level development project, and with the proposed modifications would continue to include 183 dwelling units and would add approximately 9,000 square feet of gross floor area for a total of approximately 224,103 square feet of commercial space, including both office and community-serving uses; and

WHEREAS, the Property is located in the El Camino Real North-East Residential (ECR NE-R) district within the El Camino Real/Downtown Specific Plan (ECR/D SP) zoning district. The ECR NE-R district supports a variety of retail uses, personal services, business and professional offices, and residential uses; and

WHEREAS, the proposed Specific Plan amendments would apply to the ECR NE-R district; and

WHEREAS, in 2012 the City Council certified a program level environmental impact report (EIR) for the adoption of the Specific Plan, including adoption of associated CEQA Findings and a Mitigation Monitoring and Reporting Program; and

WHEREAS, the City Council certified the Infill EIR for the previously approved project in 2017, that tiered from the certified Specific Plan EIR, and adopted additional CEQA findings and a supplemental Mitigation Monitoring and Reporting Program for the approved project; and

WHEREAS, upon submission of a complete development project for the Project Revisions that are inclusive of the proposed Specific Plan amendments, the City prepared an Addendum to the Infill EIR (Addendum), which concluded that no further environmental review is required; and

WHEREAS, all required public notices and public hearings were duly given and held according to law, and after public notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on November 22, 2021 whereat all persons interested therein might appear and be heard. After closing the public hearing, the Planning Commission considered all pertinent information, documents, exhibits, and all other evidence in the public record on the request; and

WHEREAS, following the public hearing, the Planning Commission adopted Planning Commission Resolution No. 2021-12 to approve the architectural control revision and use permit

revision and adopted Planning Commission Resolution Nos, 2021-11 and 2021-13 to recommend approval of the Specific Plan amendments and the amendment to the Development Agreement, respectively, to the City Council; and

WHEREAS, the City Council has considered the amendments to the Specific Plan, which have been analyzed in the Addendum as part of the Project Revisions, and the Council determines that, pursuant to CEQA Guidelines sections 15162, 15164, and 15183, no further environmental review is required as further discussed in Section 4 of this Ordinance.

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

SECTION 1. FINDINGS AND DETERMINATIONS

The City Council of the City of Menlo Park hereby finds and declares:

- A. The bonus level provisions identified in the Specific Plan allow a development to seek an increase in floor area ratio (FAR), density (dwelling units per acre) and height subject to the provision of a public benefit and the applicant has submitted a public benefit proposal.
- B. The proposed amendments to the Specific Plan would allow a bonus-level FAR of 1.55 if the Planning Commission approves additions to a previously-approved, bonus-level, mixed-use project in the ECR NE-R District during construction, which includes residential and community serving uses (all permitted non-residential/non-office uses in the “El Camino Real Mixed Use/Residential” land use designation), and provided that (1) additions are limited to those determined by the Planning Commission to be necessary or desirable to address deficiencies identified after construction of the structure(s) was substantially complete and could result in a total FAR not to exceed 1.55, (2) any additions provided above-grade do not increase the exterior dimensions of the Project and have the sole function of correcting internal circulation deficiencies in the approved and built Project, (3) any additional gross floor area below-grade is located within the footprint of existing subsurface levels, (4) additions are limited to a maximum FAR of 0.05 and restricted to uses intended to serve occupants of the project site, and (5) any such changes require architectural control review and action by the Planning Commission.
- C. The amendments to the Specific Plan would increase the maximum allowable gross floor area for certain properties within the ECR-NE-R district by up to 0.05 FAR but the development cap for the Specific Plan would remain unchanged, resulting in no increase in total overall allowable gross floor area within the Specific Plan.
- D. The proposed amendments to the Specific Plan are consistent with the rest of the Specific Plan, including the guiding principles to enhance public space, generate vibrancy, sustain Menlo Park’s village character, enhance connectivity, and promote healthy living and sustainability by allowing revisions to approved projects to address deficiencies in the building design identified during construction without substantially altering the approved project by limiting increases in gross floor area to within the footprint of the building, limiting increases to gross floor area to uses intended to serve occupants of the site, requiring Planning Commission review, and continuing to apply all applicable Specific Plan development standards and guidelines. The Specific Plan amendments would be consistent with the General Plan, which allows a FAR up to 2.25 at the public benefit bonus level within the El Camino Real/Downtown Specific Plan land use designation.

- E. The existing and proposed development on the parcels to be subject to the Specific Plan amendments would comply with all standards of the City's Specific Plan as amended, including all guiding principles, development regulations and parking standards, and would be consistent with the City's General Plan goals, policies, and programs. The Planning Commission approved the architectural control revision on November 22, 2021, subject to approval of the Specific Plan amendments by the City Council. The architectural control revisions would be consistent with the Specific Plan upon adoption of this ordinance and the revised architectural control permit would become valid upon the effective date of this ordinance.
- F. The amendments to the Specific Plan are in the public interest and will further the public health, safety, comfort, and general welfare because they would increase the maximum bonus-level development allowed in the ECR NE-R district for certain projects and would help such projects correct deficiencies identified after construction is substantially complete and provide desirable amenities without needing to reduce potential commercial, including retail and restaurant, or residential spaces that might have the effect of reducing the activating uses of a mixed-use project.
- G. The amendments to the Specific Plan will not adversely affect the improvements in the neighborhood or the general welfare of the city because all projects would continue to be required to comply with the El Camino Real/Downtown Specific Plan's land use and design standards that regulate building form and function. The proposed amendment only allows the addition of gross floor area when it does not expand the exterior dimensions of an approved project.
- H. On December 7, 2021, the City Council held a public hearing and separately reviewed and considered all pertinent information, documents, exhibits, and all other evidence in the public record on the request including the Planning Commission's recommendation. The City Council, having fully reviewed, considered, and evaluated all the testimony and evidence submitted in this matter, finds that the amendments to the Specific Plan are appropriate and adopts this ordinance amending the Specific Plan.

SECTION 2: RECITALS

That the Recitals herein are true and correct and incorporated and adopted as findings of the City Council as are fully set forth in this Ordinance.

SECTION 3. AMENDMENT TO SPECIFIC PLAN

That the amendments to the Specific Plan are in compliance with all applicable City General Plan goals, policies and programs, all applicable standards of the City's Specific Plan, as amended pursuant to City Council Ordinance No. ____, adopted December ____, 2021, and therefore the City Council hereby approves the amendments to the Specific Plan as provided in Exhibit A to this ordinance, attached hereto and incorporated herein by this reference.

SECTION 4. CALIFORNIA ENVIRONMENTAL QUALITY ACT.

The City Council makes the following findings, based on its independent judgment after considering the Specific Plan EIR, the Infill EIR, and the Addendum, and having reviewed and taken into consideration all written and oral information submitted in this matter, including the Planning Commission's recommendation:

- A. In June 2012, the City Council of the City of Menlo Park certified the Specific Plan EIR for adoption of the Specific Plan, including adoption of associated CEQA Findings and a Mitigation Monitoring and Reporting Program. In January 2017, the City Council certified

the Infill EIR for the Project, relying on the Specific Plan EIR and adopting additional CEQA Findings and a Mitigation Monitoring and Reporting Program supplementing those adopted for the Specific Plan. Upon submission of a complete development project for the Project Revisions that are inclusive of the proposed Specific Plan amendments, the City prepared an Addendum to the Infill EIR. The City Council has considered the amendments to the Specific Plan, which have been analyzed in the Addendum as part of the Project Revisions, and the Council determines that, pursuant to CEQA Guidelines sections 15164 and 15183, no further environmental review is required.

- B. The City Council further determines that the Specific Plan amendments, are consistent with the analyses in the Specific Plan EIR, the Infill EIR and the Addendum and therefore, their approval complies with CEQA based on each of the applicable CEQA streamlining and/or tiering sections described below, each of which, separately and independently, provides a basis for CEQA compliance:
- (1) The Addendum provides analysis and cites substantial evidence that supports the conclusion that the Project Revisions would not result in any significant impacts that: (1) are peculiar to the Project or Property; (2) were not identified as significant project-level, cumulative, or off- site effects in the Specific Plan EIR or Infill EIR; or (3) were previously identified significant effects, which as a result of substantial new information that was not known at the time that the Specific Plan EIR or Infill EIR was certified, are determined to have a more severe adverse impact than discussed in the Specific Plan EIR or Infill EIR. As a result, pursuant to Section 15183, the Project Revisions are exempt from further environmental review under CEQA.
 - (2) The Addendum provides analysis and cites substantial evidence that supports the conclusion that the Project Revisions would not cause new significant impacts not previously identified in the previously certified Specific Plan EIR or Infill EIR, nor result in a substantial increase in the severity of previously identified significant impacts. No new mitigation measures would be necessary to reduce significant impacts. No changes have occurred with respect to circumstances surrounding the Project or the Property that would cause significant environmental impacts to which the Project Revisions would contribute considerably, and no new information has been put forward that shows that the Project Revisions would cause significant environmental impacts. Therefore, no supplemental environmental review is required for the Project Revisions in accordance with Public Resources Code Section 21166, and CEQA Guidelines Sections 15162 and 15164.

SECTION 5. SEVERABILITY

If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other actions related to the Project Revisions, shall continue in full force and effect unless amended or modified by the City.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and posted as required by law.

SECTION 7. PUBLICATION

The City Clerk is hereby ordered and directed to certify the passage of this Ordinance by the City Council of the City of Menlo Park, California and cause the same to be published in accordance with State law.

INTRODUCED on the seventh day of December, 2021.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said City Council on the ____ day of ____, 20__, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Drew Combs, Mayor

ATTEST:

Judi A. Herren, City Clerk

Exhibits

A. Amendments to the Specific Plan

1. **Section 1.** Section E.3.1 (Development Intensity), Figure E2 on page E14 is hereby amended to read as follows (Additions in underline, deletions in ~~strikethrough~~):

ECR NE-R

El Camino Real North-East Residential Emphasis

1.10 (1.50/1.55*) FAR

32.0 (50.0) DU/Acre

* Refer to Table E8

2. **Section 2.** Section E.3.1 (Development Intensity), Table E2 on page E15 is hereby amended to read as follows (Additions in underline, deletions in ~~strikethrough~~):

- a. 1.10(1.50/1.55**)

** Refer to Table 8

3. **Section 3.** Section E.4 (Zoning Districts) Table E8 on page E59 is hereby amended to read as follows (Additions in underline, deletions in ~~strikethrough~~):

Public Benefit Bonus: 1.50; except that the Planning Commission may approve additions of gross floor area to a mixed use project in the ECR NE-R District during construction, where said mixed use project was previously approved by the Planning Commission or City Council at the public benefit bonus level, that includes residential and community serving uses (all permitted non-residential/non-office uses in the "El Camino Real Mixed Use/Residential" land use designation), and provided that (1) additions are limited to those determined by the Planning Commission to be necessary or desirable to address deficiencies identified after construction of the structure(s) was substantially complete and to result in a total FAR not to exceed 1.55, (2) any additions provided above-grade do not increase the exterior dimensions of the project and have the sole function of correcting internal circulation deficiencies in the approved and built project, (3) any additional gross floor area below-grade is located within the footprint of existing subsurface levels, (4) additions are limited to a maximum FAR of 0.05 and restricted to uses intended to serve occupants of the project site and not open to the general public, and (5) any such changes require architectural control review and action by the Planning Commission.

ORDINANCE NO. 1084**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT
FOR THE SPRINGLINE PROJECT AT 1300 EL CAMINO REAL**

WHEREAS, the City of Menlo Park (“City”) received an application requesting amendments to the El Camino Real/Downtown Specific Plan (“Specific Plan”), a use permit revision for the addition of a fuel tank supplying a diesel emergency back-up generator, expanded outdoor seating associated with full/limited service restaurants and beverage sale establishments, and the sale of alcohol for on-site and off-site consumption, and an architectural control revision for exterior modifications to the residential entry and up to 9,000 square feet of additional gross floor area that would be enabled by an amendment to the Specific Plan, and modification of a portion of the previously-designated community-serving use space facing Oak Grove to a multi-function space for use by the residential component of the project, an amendment to the development agreement for the Project and a request for environmental review (collectively, the “Project Revisions”) from Cyrus Sanandaji, Presidio Bay Ventures (“Applicant”), on behalf of the property owner Real Social Good Investments, LLC (“Owner”), to make modifications to an approved mixed-use development (“Project”) located at 1300 El Camino Real (APN 061-430-490) (“Property”), previously approved as a bonus-level development project, and with the proposed modifications would continue to include 183 dwelling units and would add approximately 9,000 square feet of gross floor area for a total of approximately 224,103 square feet of commercial space, including both office and community-serving uses; and

WHEREAS, the Property is located in the El Camino Real North-East Residential (ECR NE-R) district within the El Camino Real/Downtown Specific Plan (ECR/D SP) zoning district. The ECR NE-R district supports a variety of retail uses, personal services, business and professional offices, and residential uses; and

WHEREAS, the bonus level provisions identified in the Specific Plan allow a development to seek an increase in floor area ratio (FAR), density (dwelling units per acre) and height subject to the provision of a public benefit, and the applicant has submitted a public benefit proposal for the project revisions; and

WHEREAS, the City Council certified a program level environmental impact report (EIR) for the Specific Plan adoption, including a Mitigation Monitoring and Reporting Program, and the City Council certified the Infill EIR for the previously approved project, including updated CEQA Findings and a supplemental Mitigation Monitoring and Reporting Program; and

WHEREAS, the City prepared an Addendum to the Infill EIR (Addendum), which analyzed the Project Revisions, inclusive of the Specific Plan Amendments, which determined that no further environmental review is required; and

WHEREAS, the amendment to the Development Agreement does not by itself authorize new development or activity, resulting in no impact requiring environmental review under the California Environmental Quality Act (CEQA) from the approval of the Amendment to the Development Agreement; and

WHEREAS, the Planning Commission considered the amendments to the Specific Plan and recommended in the affirmative that the City Council adopt an ordinance amending the Specific Plan to increase the bonus level of development in the ECR NE-R district; and

WHEREAS, the City Council by separate action adopted an ordinance amending the Specific Plan allowing for the increased development potential associated with the 1300 El Camino Real Project architectural control revision; and

WHEREAS, the increased gross floor area permitted by the architectural control revision necessitates the provision of a public benefit; and

WHEREAS, in exchange for the granting of the architectural control revision and as provided through this amendment to the development agreement for the Project, the City would receive a payment of \$300,000 to complete the quiet zone feasibility study, if the cost exceeds the amount previously budgeted by the City, implement measures from the quiet zone feasibility study, if funds are not exhausted in completion of the feasibility study, and if any funds remain after the first two items the remainder would be deposited in the City's Downtown Amenity Fund for use by the City at its sole discretion.

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

SECTION 1. FINDINGS AND DECLARATIONS

- A. An Ordinance for a Development Agreement for the 1300 El Camino Real project (the "Development Agreement") by and between the City and Real Social Good Investments, LLC was adopted by the City Council in 2017 under the authority of Government Code Section 65864 *et seq.* and pursuant to the provisions of City Resolution No. 4159, which establishes procedures and requirements for the consideration of development agreements within the City of Menlo Park.
- B. As required by Resolution No. 4159, the Planning Commission reviewed the Development Agreement Amendment attached hereto as Exhibit A at a duly and properly noticed public hearing held on November 22, 2021 and determined that the amendment to the Development Agreement will provide public benefits to the City; is consistent with the objectives, policies, general land uses and programs specified in the General Plan and the El Camino Real/Downtown Specific Plan; is compatible with the uses authorized in and the regulations prescribed for the SP-ECR/D land use district in which the Property is located, if proposed amendments to increase the bonus-level FAR to 1.55 under certain circumstances in the ECR NE-R district of the Specific Plan are adopted by the City Council; is in conformity with public convenience, general welfare and good land use practice; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; and will not adversely affect the orderly development of property or the preservation of property values within the City.
- C. On December 7, 2021, the City Council held a public hearing and separately reviewed and considered all pertinent information, documents, exhibits, and all other evidence in the public record on the request. The City Council, having fully reviewed, considered, and evaluated all the testimony and evidence submitted in this matter, finds that the amendment to the Development Agreement is appropriate.

SECTION 2. RECITALS

That the Recitals herein are true and correct and incorporated and adopted as findings of the City Council as are fully set forth in this Ordinance.

SECTION 3. AMENDMENT TO THE DEVELOPMENT AGREEMENT FINDINGS

That the City Council makes the following findings as required by Section 302 of Resolution No. 4159 and based on an analysis of the facts set forth above, the staff report to the City Council, the presentation to the Council, supporting documents, and public testimony:

1. The amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and the El Camino Real/Downtown Specific Plan, as modified through the proposed amendments to the Specific Plan in that the General Plan allows bonus-level development in the Specific Plan up to 2.25 FAR and the Specific Plan amendments would allow a bonus level FAR of up to 1.55 in the ECR NE-R district under specific circumstances.
2. The amendment to the Development Agreement is compatible with the uses authorized in and the regulations prescribed for the SP-ECR/D land use district, as modified through the proposed amendments to the Specific Plan, in which the Property is located, in that office, residential and retail/restaurant uses are permitted uses in the ECR NE-R district of the SP-ECR/D (Specific Plan) zoning district and the architectural control revision for the increase of approximately 9,000 square feet, enabled through the proposed Specific Plan amendment is limited to additions for uses that would serve the occupants of the Project.
3. The amendment to the Development Agreement is in conformity with public convenience, general welfare and good land use practices in that the City will receive a cash contribution in exchange for bonus-level development to fund completion of a quiet zone feasibility study in the event the cost to complete the study exceeds the amount previously budgeted by the City. As a second priority, the additional public benefit payment would be used by the City to fund improvements (e.g. improved railroad crossings) or matching grant funds that the City may undertake based on the recommendations of the quiet zone feasibility study. Finally, any remaining funds from the additional public benefit payment would be placed into the City's Downtown Public Amenity Fund.
4. The amendment to the Development Agreement will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City in that office, residential and retail/restaurant uses are permitted uses in the ECR NE-R district of the SP-ECR/D (Specific Plan) zoning district, the proposed additional square footage would provide support space for the permitted uses and would be limited to the intended occupants of the project site and would be consistent with the Specific Plan as amended.
5. The amendment to the Development Agreement will not adversely affect the orderly development of property or the preservation of property values within the City in that the additional floor area would be limited to those areas determined by the Planning Commission to be necessary or desirable to address deficiencies identified after construction of the structure was substantially complete, the above grade additions of gross floor area would not increase the exterior dimensions of the project and the below grade additions of gross floor area would be located in the footprint of existing subsurface levels and the additions would be limited to uses intended to serve the occupants of the Project.

6. The amendment Development Agreement will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto. The proposed additional square footage would allow for necessary common spaces and preferred amenities and would correct internal circulation deficiencies.
7. The amendment to the Development Agreement will result in the provision of a public benefit by the Owner of \$300,000 to be used by the City per the priority items outlined in the Development Agreement amendment.
8. The amendment to the Development Agreement memorializes the Owner's obligation to pay the below market rate (BMR) housing in lieu fee for the additional gross floor area associated with the approved architectural control revision.

SECTION 4. AMENDMENT TO THE DEVELOPMENT AGREEMENT

The Development Agreement for the 1300 El Camino Real Project ("Springline") is hereby amended to include the following obligations of the Owner, which are further defined in the amendment to the Development Agreement in Exhibit A, and incorporated herein by this reference:

1. In addition to the total Two Million One Hundred Thousand Dollars (\$2,100,000) to the Downtown Public Amenity Fund that Owner has already paid to the City pursuant to Section 6 of the Development Agreement for the Public Benefit Bonus, for the additional approximately 9,000 feet of bonus GFA Owner shall contribute Three Hundred Thousand Dollars (\$300,000) to the City, or approximately Thirty-Three and 33/100 Dollars (\$33.33) per square foot ("Additional Public Benefit Payment"). Prior to issuance of a building permit for the buildout of the new basement areas, Owner shall pay the Additional Public Benefit Payment to the City. As a first priority, the Additional Public Benefit Payment shall be used by the City to fund completion of a quiet zone feasibility study in the event the cost to complete the study exceeds the amount previously budgeted by the City. As a second priority, the Additional Public Benefit Payment shall be used by the City to fund improvements (e.g. improved railroad crossings) or matching grant funds that the City may undertake based on the recommendations of the quiet zone feasibility study. Finally, any remaining funds from the Additional Public Benefits Payment shall be placed into the City's Downtown Amenity Fund.
2. In addition to Owner's obligations set forth in Section 7.4 of the Development Agreement and in the Owner's Below Market Rate (BMR) Compliance Proposal for the Revised Project attached thereto as Exhibit E, prior to issuance of a building permit, Owner shall pay to the City the commercial linkage fee in accordance with the City's BMR Guidelines for the net increase of approximately 4,000 square feet of non-residential GFA, assuming 2,000 square feet of Group A uses and 2,000 square feet of Group B uses. The BMR commercial linkage fee rate is subject to change annually on July 1 and the final fee will be calculated based on the square footage and use type at the time of fee payment consistent with the formula set forth above.

SECTION 5. CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council makes the following findings, based on its independent judgment after considering the Specific Plan EIR, the Infill EIR, and the Addendum, and having reviewed and taken into consideration all written and oral information submitted in this matter, including the Planning Commission's recommendation:

- A. In June 2012, the City Council of the City of Menlo Park certified the Specific Plan EIR for adoption of the Specific Plan, including adoption of associated CEQA Findings and a Mitigation Monitoring and Reporting Program. In January 2017, the City Council certified the Infill EIR for the Project, relying on the Specific Plan EIR and adopting additional CEQA Findings and a Mitigation Monitoring and Reporting Program supplementing those adopted for the Specific Plan. Upon submission of a complete development project for the Project Revisions that are inclusive of the proposed Specific Plan amendments, the City prepared an Addendum to the Infill EIR. The City Council has considered the amendments to the Specific Plan, which have been analyzed in the Addendum as part of the Project Revisions, and the Council determines that, pursuant to CEQA Guidelines sections 15162, 15164, and 15183, no further environmental review is required.
- B. The Amendment to the Development Agreement would not authorize any new development or activity. The Amendment to the Development Agreement supports implementation of the Project Revisions, including the Specific Plan Amendment, use permit revision, and architectural control revision. The approval of the Amendment to the Development Agreement would not result in any potential impact that would require environmental review under CEQA. City Council further determines that the Specific Plan amendments, are consistent with the analyses in the Specific Plan EIR, the Infill EIR and the Addendum and therefore, their approval complies with CEQA based on each of the applicable CEQA streamlining and/or tiering sections described below, each of which, separately and independently, provides a basis for CEQA compliance:
- (1) The Addendum provides analysis and cites substantial evidence that supports the conclusion that the Project Revisions would not result in any significant impacts that: (1) are peculiar to the Project or Property; (2) were not identified as significant project-level, cumulative, or off- site effects in the Specific Plan EIR or Infill EIR; or (3) were previously identified significant effects, which as a result of substantial new information that was not known at the time that the Specific Plan EIR or Infill EIR was certified, are determined to have a more severe adverse impact than discussed in the Specific Plan EIR or Infill EIR. As a result, pursuant to Section 15183, the Project Revisions are exempt from further environmental review under CEQA.
 - (2) The Addendum provides analysis and cites substantial evidence that supports the conclusion that the Project Revisions would not cause new significant impacts not previously identified in the previously certified Specific Plan EIR or Infill EIR, nor result in a substantial increase in the severity of previously identified significant impacts. No new mitigation measures would be necessary to reduce significant impacts. No changes have occurred with respect to circumstances surrounding the Project or the Property that would cause significant environmental impacts to which the Project Revisions would contribute considerably, and no new information has been put forward that shows that the Project Revisions would cause significant environmental impacts. Therefore, no supplemental environmental review is required for the Project Revisions in accordance with Public Resources Code Section 21166, and CEQA Guidelines Sections 15162 and 15164.

SECTION 6. SEVERABILITY

If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other actions related to the Project Revisions, shall continue in full force and effect unless amended or modified by the City.

SECTION 7. EFFECTIVE DATE

This Ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and posted as required by law.

SECTION 8. PUBLICATION

The City Clerk is hereby ordered and directed to certify the passage of this Ordinance by the City Council of the City of Menlo Park, California and cause the same to be published in accordance with State law.

SECTION 9. RECORDATION

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

INTRODUCED on the seventh day of December, 2021.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said City Council on the ____ day of ____, 20__, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Drew Combs, Mayor

ATTEST:

Judi A. Herren, City Clerk

Exhibits

A. Amendment to the Development Agreement

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

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

**AMENDMENT TO DEVELOPMENT AGREEMENT
SPRINGLINE PROJECT**

(Formerly the "Station 1300 Project")

(1258 – 1300 EL CAMINO REAL, 550 – 580 OAK GROVE AVENUE AND
540 – 570 DERRY LANE, MENLO PARK, CA)

BY AND BETWEEN

CITY OF MENLO PARK,
A CALIFORNIA MUNICIPAL CORPORATION

AND

REAL SOCIAL GOOD INVESTMENTS, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

THIS AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is made and entered into as of this ___ day of _____, 2021, by and between the City of Menlo Park, a municipal corporation of the State of California ("City") and Real Social Good Investments, LLC, a California limited liability company ("Owner"). This Amendment modifies the Development Agreement finally executed on March 21, 2017, and recorded in the Official Records of the County of San Mateo on March 22, 2017, as Document Number 2017-024823 ("Development Agreement").

RECITALS

The City and Owner are entering into this Amendment based on the following facts, understandings and intentions:

A. Owner owns those certain parcels of real property previously collectively known as Station 1300, now known as Springline, in the City of Menlo Park, California ("Property"), as shown on Exhibit A attached to this Amendment and more particularly described in Exhibit B attached to this Amendment.

B. The City examined the environmental effects of the Project (as defined in the Development Agreement), in an Infill Environmental Impact Report ("EIR") prepared pursuant to the California Environmental Quality Act ("CEQA"). The Project included the demolition of all existing structures on the Property and development of the Property with a two-level subsurface parking garage, two office buildings located around a large plaza, a 183-unit residential building oriented to Oak Grove Avenue, and approximately 18,000 to 29,000 square feet of community serving space, split between the office buildings and the residential building. The Project also included construction of an extension of Garwood Way to connect to Oak Grove. As part of the Project Approvals, Owner obtained a public benefit bonus consisting of: (1) a height increase from 38 feet to 48 feet; and (2) an increase in floor area ratio from 1.1 to 1.5, thus allowing the construction of an additional 112,108 square feet gross floor area (GFA) of office and residential space (the "Public Benefit Bonus") in consideration for the substantial public benefits contained in the Development Agreement. On January 24, 2017, the City Council reviewed and certified the EIR.

C. On January 24, 2017, the City Council approved the Project and the Development Agreement by introducing Ordinance No. 1032 ("Enacting Ordinance"). The City Council conducted a second reading on the Enacting Ordinance on February 17, 2017, and adopted the Enacting Ordinance, making it effective on March 9, 2017. The Development Agreement was recorded on March 22, 2017, in the Official Records of the County of San Mateo.

D. The Project is nearing completion of construction. However, Owner determined that the approved plans for the Project do not account for certain operational needs, including expanded elevator lobby areas in the basement levels, mail rooms required by US Postal Service, tenant amenities, and other features needed for efficient operation of the buildings. In anticipation of occupancy, on June 14, 2021, Owner submitted an application, and then on September 2, 2021, Owner resubmitted an application to make minor modifications to the Project to account for these operational needs, which resubmittal was updated on October 20, 2021, and included the following modifications, which require approval of an architectural control revision, in addition to amendments to the Specific Plan, ("Project Modifications"):

- i. Conversion of space in the two basement garage levels as follows: new enclosed spaces for engineering, security and maintenance staff; new storage space; an

expanded fitness center and amenity space serving office tenants (not open to the public or residents); an enlarged locker room for fitness center users and bicycle commuters; new mail rooms for offices and residents (required by USPS to be in the basement); a dog washing facility and amenity space for residents; new restroom and janitor closet; and a reduction in parking from 991 to 942 spaces to accommodate the above spaces;

- ii. Elimination of reserved separate parking areas for residential use and designated parking areas for restaurant, retail and other public-service uses, to instead make the entire garage open to all users;
- iii. Addition of two glass decks at the second floor of each office building to create a passageway at the second level of the double-height entry lobbies and to address circulation deficiencies;
- iv. Modification of the primary residential entry at the intersection of Oak Grove and Garwood to improve aesthetics and functionality, and add ramps to improve accessibility; and
- v. Modification of the Project plans to allow an approximately 1,155 square foot area at the corner of the Oak Grove entry to be classified as residential rather than community-serving retail space, provided that the area is made available to the public during business hours.

E. The Project as modified (the "Revised Project") involves an approximately 9,000 square foot increase in GFA, which increase largely results from the displacement of areas, such as parking, that are not counted toward the Project's GFA calculation; thus, the Project Modifications would neither add intensity to the office floor plates nor increase residential densities. Overall, the Revised Project will have a total of approximately 224,000 square feet of GFA of office and community serving retail space ("CSU") uses, an increase of approximately 4,000 square feet of GFA of office and CSU space as compared to the Project Approvals, though the total square footage of these uses each remains within the ranges approved as part of the Project.

In addition to the Project Modifications, the Revised Project includes the following additional approvals ("Additional Approvals"):

- i. Minor amendment to the El Camino Real and Downtown Specific Plan for approval of additional bonus floor area;
- ii. Use Permit revision to allow the following items:
 - i. hazardous materials with respect to a diesel fuel storage tank for the emergency generator as required by the City;
 - ii. a minor expansion of the allowed outdoor seating area for food and beverage;
 - iii. restaurants selling alcoholic beverages;
 - iv. liquor sales for a market/grocery that will also sell alcoholic beverages for on and offsite consumption; and
 - v. a taproom that will sell craft beer and wine, along with food and snacks.

F. In compliance with CEQA, pursuant to 14 California Code of Regulations Section 15164, the City prepared an Addendum to the previously certified EIR, finding that the Revised Project, including the Additional Approvals, did not involve any new significant environmental impacts or any substantial increase in the severity of any previously identified significant impact.

G. On November 3, 2021, the Housing Commission recommended approval of Owner's Below Market Rate (BMR) Compliance Proposal for the Revised Project, which would require payment of the BMR in-lieu fee for the Revised Project's net increase of approximately 4,000 square feet of non-residential GFA.

H. On November 22, 2021, the Planning Commission held a duly noticed public hearing to review the Revised Project, including the Addendum to the certified EIR and the Additional Approvals, and approved the use permit revision and architectural control revision and recommended that the City Council approve the Specific Plan amendments and this Amendment to preserve the rights and privileges as originally negotiated in the Development Agreement.

H. On December ____, 2021, the City Council held a duly noticed public hearing at which it reviewed the Revised Project, including the Addendum to the certified EIR and the Specific Plan Amendments, and voted to approve the Specific Plan Amendments and enter into this Amendment to preserve the rights and privileges as originally negotiated in the Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the City and Owner herein contained, the City and Owner agree as follows:

1. The Revised Project includes revised plans and the Additional Approvals. All references in the Development Agreement to defined terms that are affected by these modifications are updated to include the Revised Project, as approved by the City Council.

2. In addition to the total Two Million One Hundred Thousand Dollars (\$2,100,000) to the Downtown Amenity Fund that Owner has already paid to the City pursuant to Section 6 of the Development Agreement for the Public Benefit Bonus, for the additional approximately 9,000 feet of bonus GFA Owner shall contribute Three Hundred Thousand Dollars (\$300,000) to the City, or approximately Thirty-Three and 33/100 Dollars (\$33.33) per square foot ("Additional Public Benefit Payment"). Prior to issuance of a building permit for the buildout of the new basement areas, Owner shall pay the Additional Public Benefit Payment to the City. As a first priority, the Additional Public Benefit Payment shall be used by the City to fund completion of a quiet zone feasibility study in the event the cost to complete the study exceeds the amount previously budgeted by the City. As a second priority, the Additional Public Benefit Payment shall be used by the City to fund improvements (e.g. improved railroad crossings) or matching grant funds that the City may undertake based on the recommendations of the quiet zone feasibility study. Finally, any remaining funds from the Additional Public Benefits Payment shall be placed into the City's Downtown Amenity Fund.

3. In addition to Owner's obligations set forth in Section 7.4 of the Development Agreement and in the Owner's Below Market Rate (BMR) Compliance Proposal for the Revised Project attached thereto as Exhibit E, prior to issuance of a building permit, Owner shall pay to the City the commercial in-lieu fee in accordance with the City's BMR Guidelines for the net increase of approximately 4,000 square feet of non-residential GFA, assuming 2,000 square feet of Group A uses and 2,000 square feet of Group B uses. The BMR in-lieu fee rate is subject to change annually on July 1 and the final fee will be calculated based on the square footage and use type at the time of fee payment consistent with the formula set forth above.

4. As required by the Development Agreement, this Amendment shall be recorded by the City Clerk not later than Ten (10) days after the City Council approval of the Amendment.

5. If litigation or a referendum is commenced seeking to set aside the proposed modifications to the Project, the Additional Approvals or this Amendment, Owner may elect to terminate this Amendment and the Additional Approvals and proceed with the original Project. In the event of a termination pursuant to this Section 5, the Development Agreement shall survive and control the rights and obligations of the parties and the permitted uses on the Property.

6. Except to the extent expressly modified by this Amendment, the terms of the Development Agreement shall remain effective without impairment or modification.

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

[SIGNATURES ON FOLLOWING PAGE]

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

"City"

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

By: _____
Mayor

Attest:

City Clerk

Approved as to Form:

By: _____
City Attorney

"Owner"

REAL SOCIAL GOOD INVESTMENTS, LLC, a California limited liability company:

By: _____

Name: _____

Title: _____

CITY OF MENLO PARK

**ADDENDUM TO INFILL ENVIRONMENTAL IMPACT REPORT
SPRINGLINE PROJECT (1300 EL CAMINO REAL)**

State Clearinghouse #2014072028

Prepared by the City of Menlo Park Community Development Department

NOVEMBER, 2021

I. INTRODUCTION

The Springline Project (formerly known as the Station 1300 Project), is subject to the El Camino Real and Downtown Specific Plan (“**Specific Plan**”). In compliance with the California Environmental Quality Act (“**CEQA**”) and the regulations and policies of the City of Menlo Park, the City conducted a detailed review of the Specific Plan’s projected environmental impacts through a program environmental impact report (“**EIR**”). The Draft Specific Plan Program EIR on the Specific Plan was released in April 2011, with a public comment period that closed in June 2011. The Final Specific Plan Program EIR, incorporating responses to comments on the Draft EIR, as well as text changes to parts of the Draft EIR itself, was released in April 2012, and certified along with approval of the Specific Plan in June 2012.

A project-level “**Infill EIR**” was prepared to examine specific impacts of the Springline Project that were not addressed in the Specific Plan Program EIR. The Draft Infill EIR was circulated for public review in March 2016. The Final Infill EIR, incorporating responses to comments on the Draft Infill EIR, as well as text changes to parts of the Draft Infill EIR itself was released in December 2016. The City certified the Infill EIR and approved the Project in January 2017.

The Project has been constructed and is substantially complete but to date only a small portion of the office space, and none of the residential or community serving uses space, has yet been occupied. The Owner has requested certain physical modifications and additions to the Project’s improvements and its permitted uses, which require additional discretionary approvals by the City, as described in Section IV below. The purpose of this Addendum is to evaluate whether the proposed modifications and additions to the Project require additional study under CEQA.

II. Subsequent Environmental Review

When revisions are proposed to a project after an EIR has been certified, an agency must determine whether an addendum or a subsequent EIR is the appropriate document to analyze the potential impacts of the revised project. Per CEQA Guidelines Section 15162(a), no subsequent EIR is required unless one of the following tests applies:

- 1) Substantial changes are proposed in the project, which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- 2) Substantial changes occur with respect to the circumstances under which the project is undertaken, which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- 3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was

certified as complete, or the negative declaration was adopted, shows any of the following:

- (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
- (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
- (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
- (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

If none of the above conditions have occurred and no changes are needed to the prior EIR, no further documentation may be required to approve the project revisions. If some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred, then pursuant to CEQA Guidelines Section 15164, an addendum is the appropriate environmental document to analyze the revised project, which should provide a brief explanation regarding the decision to not prepare a subsequent EIR.

Pursuant to CEQA Guidelines Section 15164, this Addendum summarizes the proposed revisions to the 2017 Springline Project and the discretionary approvals being requested (including amendment of the Specific Plan). As discussed below, it is the City's conclusion that the proposed changes and associated environmental effects do not meet the conditions described in Section 15162 calling for preparation of a subsequent EIR. There is no substantial evidence to support requiring additional environmental review, and the Infill EIR is adequate for the Project as revised.

III. ORIGINAL PROJECT DESCRIPTION

A. Location

The Project site is generally bounded by residential and commercial development along Glenwood Avenue to the north, the Caltrain and Garwood Way right-of-ways to the east, Oak Grove Avenue to the south and El Camino Real to the west. Regional access includes US 101, approximately 1.6 miles to the east, and State Route (SR) 82 (El Camino Real), which is adjacent to the Project site to the west. The Menlo Park Caltrain Station is less than 300 feet south of the Project site, between Alma Street and El Camino Real, providing daily service between San Francisco and Gilroy. Garwood Way connects to Glenwood Avenue and Oak Grove Avenue along the eastern edge of the Project site.

The Specific Plan amendment would cover the ECR NE-R (El Camino Real North-East Residential Emphasis) district within the Specific Plan, which is located on the east side of the El Camino Real between Oak Grove and Glenwood Avenues. The area is bordered by the Caltrain right-of-way to the east. The ECR NE-R district contains nine parcels, including the Springline project site, which encompasses the majority of the area within the district.

B. Approved Project

The Springline Project, as approved, included approximately 190,800 to 203,000 square feet of office space, 183 dwelling units, and approximately 18,600 to 29,000 square feet of “community serving” space (e.g., retail, food, business and personal services services) with a two-level underground garage. The Project also included construction of an extension of Garwood Way to connect to Oak Grove. The following table summarizes each component.

Component	Square feet
Total	418,120
Apartments (183 units)	199,031
Non-Medical Office	190,800 – 203,000
Community-Serving Uses	18,600 – 29,000
Parking	991

The Project’s 2017 approved entitlements and agreements consist of the following:

- Infill EIR to analyze the potential environmental impacts of the proposed project, along with an associated Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program;
- Architectural Control Review for compliance with El Camino Real and Downtown Specific Plan standards and guidelines, including determination of a Public Benefit Bonus to exceed the Base level FAR and height standards, for a mixed-use development;
- Use Permit for outdoor seating associated with full/limited service restaurants;
- Tentative Map to merge existing parcels and create one private parcel (with a four-unit commercial condominium) and two public right-of-way parcels; dedicate a new public street extension of Garwood Way; abandon Derry Lane; and abandon/dedicate public access and public utility easements;
- Below Market Rate (BMR) Housing Agreement for compliance with the City’s Below Market Rate Housing Program;

- Heritage Tree Removal Permits to remove 59 heritage trees; and
- Development Agreement for the project sponsor to secure vested rights, and for the City to secure public benefits, including a \$2.1 million cash contribution, additional affordable housing units, a publicly accessible dog park, and a sales tax guarantee.

IV. Project Revisions

A. New Requests

The Owner has applied for Project modifications and approvals to provide for operational needs that were not anticipated at the time the Project was approved (e.g., expanded elevator lobby areas, mail rooms required by the U.S. Postal Service, tenant amenities) and types of uses that require new discretionary approvals (e.g., emergency generator fuel, taproom), as described in detail below. Many of the modifications involve converting parking spaces in the garage to usable space.

The Owner has applied for the following modifications to the Project:

- Conversion of space in the two garage levels as follows:
 - New enclosed spaces for engineering, security and maintenance staff.
 - New storage space.
 - Expanded fitness center and amenity space serving office tenants (not open to the public or residents).
 - Enlarged locker room for fitness center users and bicycle commuters.
 - New mail rooms for offices and residents (required by USPS to be in the basement).
 - Dog washing facility and virtual entertainment amenity space for residents.
 - New restroom and janitor closet.
 - Reduction in parking from 991 to 942 spaces.
 - Minor modification to convert approximately 1,155 square feet of CSU space along Oak Grove to residential/multi-function, provided that such space be made accessible to the public during business hours.
- Elimination of reserving separate parking areas for residential use with gate-controlled access, and designating parking areas for restaurant, retail and other public-service uses, instead making the entire garage open to all users.
- Addition of two internal glass decks at the second floor of each office building (resulting in the addition of about 440 square feet, which is allocated to the office use category) to create a passageway at the second level of the double-height entry lobbies to address circulation deficiencies.
- Modification of the primary residential entry at the intersection of Oak Grove and Garwood to improve aesthetics and functionality, and add ramps to improve accessibility.

The proposed changes involve approximately 8,939 square feet of gross floor area (mostly in the underground garage areas), of which 2,635 square feet is allocated to residential uses, 5,996 square feet is allocated to office uses, 122 square feet is allocated to community-serving uses, and 236

square feet for restroom/janitor space, as well as an approximate 1,155 square feet reduction in CSU space facing Oak Grove and a like increase categorized as residential area. (These figures and reallocations may change as the project revisions are refined, but such adjustments should not affect this CEQA analysis.)

The Owner has applied for the following approvals for alteration and operation of the Project:

- Specific Plan amendment which will allow for an increase in the maximum allowed gross square footage for the Project.
- Revisions to the Architectural Control Permit to account for the increase in gross floor area and aesthetic modifications to the Oak Grove residential entry.
- Use Permit for hazardous materials related to a diesel fuel storage tank to supply the emergency generator; the tank already was installed based on approvals by the City Building Division, the Menlo Park Fire Protection District and the Bay Area Air Quality Management District (“**BAAQMD**”). Final occupancy for the Building permit is contingent upon approval of a hazardous materials use permit.
- Use Permit amendment to allow expansion of the allowed outdoor seating area for food and beverage to include more seating in the central plaza between the office buildings.
- Administrative Permit for restaurants selling alcoholic beverages (which also will require licenses from the California Department of Alcoholic Beverage Control (“**ABC**”). (Being treated as a use permit for review by the Planning Commission together with the other approvals.)
- Use Permit for a taproom that will sell craft beer and wine (within the tenant space and the outdoor seating area), as well as food (which also will require a license from the California ABC).
- Use Permit for liquor sales for a specialty market/grocery that will also sell alcoholic beverages for on and offsite consumption (which also will require a license from the California ABC).
- Amendment to the Development Agreement to increase the public benefit payment in return for the added bonus density square footage.

B. Comparison of the Approved and Revised Project

The revised Project would result in a total of approximately 427,158 gross square feet of improvements, including 199,054 square feet of non-medical office space in two buildings, 183 dwelling units as part of approximately 202,528 square feet of residential space, and 25,049 square feet of community-serving uses. The total areas of office and community-serving uses exceed the approximate total of 220,000 square feet referenced in the approvals by about 4,000 square feet; however, they remain within the approved ranges. The number of residential units (183) is the

same as was approved by the City in 2017 as well, but the residential area has increased slightly due to the addition of residential support and amenity areas, and conversion of some CSU space facing Oak Grove to a use which does not strictly meet the City’s definition of CSU space but will not otherwise increase the number of units. The primary differences between the approved Project and the revised Project are summarized in the table below. *(Final square footages may vary depending on whether and how the City grants its approvals.)*

Component	Approved Project	Proposed Revised Project
Maximum GFA	418,218	432,158 (allowed by Specific Plan amendment)
Total (GFA)	418,119	427,158 (allowed by architectural control revision)
Apartments (183 units)	199,030	202,528
Non-Medical Office	200,489	199,054
Community-Serving Uses	18,600	25,049
Other	0	527
Parking	991	942
Site (acres)	6.4	6.4

The additional floor area (converting garage parking to usable space, plus additional area for circulation on the second level of offices) will increase the Project’s gross floor area by approximately 8,940 square feet beyond the GFA permitted under the current Specific Plan maximum of 1.50 Floor Area Ratio (“FAR”). The proposed Specific Plan amendment will authorize up to 1.55 FAR under specified circumstances for projects within the ECR-NE-R subdistrict of the Specific Plan, with which the Project revisions are intended to comply. (The proposed additions to the Project would not include all the additional GFA which theoretically could be permitted on the basis of the increase of up to .05 FAR.)

With respect to parking, the approved Project provided 991 spaces based on a shared parking study. The revised Project reduces the amount of parking by 49 spaces to 942 spaces. The Owner submitted an updated shared parking analysis showing 942 spaces to be sufficient to meet maximum demand based on shared parking. The reduction in parking demand is achieved primarily by eliminating reserved parking for residential units. The total of 942 spaces does not include a small surface public parking lot with six spaces at the southern end of the site, on the east side of Garwood Way, which already has been built. It is relevant to note that the Specific Plan allows mixed-use projects to reduce the amount of parking that City regulations otherwise would require based on a shared parking study showing likely actual parking need.

At full build-out, the uses would remain the same, and the gross square footage would increase slightly from 418,119 square feet to 427,158 square feet. Approximately 8,300 square feet of the new total gross floor area results from the addition of support and amenity spaces located on the basement levels. The number of parking spaces would decrease from 991 to 942, which is sufficient according to a shared parking analysis dated August 23, 2021 prepared by the applicant's consultant Fehr & Peers and peer-reviewed by City staff.

V. CEQA ANALYSIS

The new construction work will not entail activities or use of materials and equipment substantial enough to suggest a new or more severe adverse environmental effect beyond those analyzed in the Specific Plan EIR and the Infill EIR. Use and operation of the new facilities will not result in added traffic or other activities beyond those studied that might cause new or more severe effects than already identified. Nothing about the new Project changes or approvals alters the conclusions in the two prior EIRs.

The amendments to the Specific Plan would increase the maximum development potential for each parcel within the ECR NE-R district from 1.50 to 1.55 if certain criteria are met. Per the proposed amendment to the Specific Plan, the potential increase in FAR would be limited to additions to address deficiencies after construction, above grade additions that would not modify the exterior of the structure and would be limited to correct internal circulation deficiencies in the built project, and below grade additions that would be within the footprint of the structure; all additions would be limited to modifications intended only to serve the occupants of the Project. This would limit the proposed additions to modifications that would not intensify the uses within the Project.

The ECR-NE-R district includes nine parcels, including the Springline (1300 ECR) project site. The project site encompasses the majority of the district area. The ECR-NE-R district also includes the project at 555 Glenwood Avenue (Residence Inn) that received approval to convert the existing building to a hotel in 2013. The 555 Glenwood Avenue project site and the Springline project site occupy 84 percent of the ECR NE-R district. Given the date of redevelopment of the 555 Glenwood Avenue project site, it is reasonable to anticipate that this project site would not redevelop within the next decade. If the remaining seven parcels were to redevelop and utilize the maximum 0.05 FAR allowance for specific modifications, the total increase in square footage would be approximately 3,520 square feet.

Additionally, the proposed amendments to the Specific Plan will not increase the maximum allowable development capacity under the Specific Plan, which included a development cap. As a result, the amendments to the Specific Plan would have no new impacts or more severe impacts than previously discussed and analyzed in the Specific Plan EIR and the Infill EIR. Further any redevelopment on the other parcels within the ECR NE-R district would be reviewed for consistency with the Specific Plan EIR to determine the appropriate project-specific environmental analysis. However, the amendment to increase the FAR for specific modifications from 1.50 to 1.55 would not result in any greater impacts than those studied in the Specific Plan EIR regardless, because the development cap would remain unchanged through the amendment to the Specific Plan.

There are no potential new significant environmental effects or any substantial increase in the severity of a previously identified significant impact that will require major revisions to the Specific Plan Program EIR or the Infill EIR. None of the Project changes, including the proposed increase in GFA permitted through the Specific Plan amendment that would be applicable to potential future projects in the ECR-NE-R district of the Specific Plan, are substantial or would result in new or more severe impacts. There have been no substantial changes to environmental conditions around the Project site or other circumstances that would result in new or more severe impacts from the Project revisions. There is no substantial new information that could not have been known when the Specific Plan EIR or the Infill EIR were adopted that would lead to new or more severe impacts. None of the tests for requiring a subsequent EIR or additional CEQA study have been met. Therefore, there are no grounds for the City to undertake a subsequent or supplemental EIR. An addendum is the appropriate documentation for these changes because the changes are not substantial changes and do not require major revisions to the Specific Plan EIR or Infill EIR (CEQA Guidelines Section 15164).

CEQA does not require circulating an addendum for public review prior to City action on the proposed new Project approvals. The City will consider this Addendum in conjunction with the Specific Plan EIR and Infill EIR prior to making decisions regarding the pending Project-specific applications and the proposed amendment to the Specific Plan ECR-NE-R district. If approved, all environmental mitigation measures adopted by the City as part of the original approvals will apply to the new approvals to the extent applicable.

Following is a brief discussion of the potential for proposed Project changes and new approvals to have an environmental effect relevant to particular CEQA topics. No other CEQA topics of concern are considered to be involved.

A. Traffic.

The proposed conversion of portions of the garage from parking to the described uses will not generate additional traffic or vehicle use, as they either support operation of the Project or will be used by Project occupants, per the proposed amendment to the Specific Plan. In fact, the new fitness center and expanded locker room may reduce vehicle use by encouraging bicycle and pedestrian activity. The original Project description studied by the Infill EIR anticipated food and beverage operations, and the potential increase in activity resulting from the use permit requested (expanded outdoor seating, on-sale and off-sale ABC licenses) fits within that description.

The prior EIRs studied traffic based on potential increases in congestion on local roads and levels of service (“LOS”) at key intersections. CEQA subsequently was amended to change the focus to studying the amount of vehicle miles travelled (“VMT”) that a new project would cause, including subsequent air quality and greenhouse gas issues. This change in regulations does not by itself trigger the need for a subsequent EIR or other study or the Project revisions. In any case, the Infill EIR did recognize the upcoming change in CEQA methodology and included a qualitative analysis of Project-related VMT, which concluded that the mixed-use nature of the Project and its infill location near transit would result in the Project’s VMT to be lower than the regional average (Draft Infill EIR page 3.1-71). The Project modifications would not change that analysis.

B. Parking.

The Project revisions will reduce parking from 991 to 942 spaces. An updated shared parking analysis dated August 23, 2021 by the applicant's consultants Fehr & Peers concluded that the mixed office, residential and community serving uses can share available parking and thus require fewer total spaces. The study indicated that with reconfiguration of the garage as proposed (with no parking reserved for residential-only use), only 902 spaces would be required to meet anticipated parking needs.

In any case, CEQA does not recognize parking adequacy as an environmental topic requiring study. Parking-related issues are only considered relevant if the design of a parking facility or the lack of parking would result in secondary effects (e.g., traffic safety on nearby streets). Given the parking analysis shows there will be adequate parking, there is no evidence of adverse effects on the surrounding neighborhood warranting CEQA consideration.

C. Hazardous Materials.

The new Project applications include a use permit for hazardous materials, related to a diesel fuel tank required to supply an emergency backup generator. The original Project did anticipate the inclusion of a generator which would require diesel fuel. At the time of Project approval it was not timely to process a use permit for the storage of hazardous materials because the plans were not yet detailed enough. Project construction included an accessory structure enclosing the already-installed generator and diesel fuel tank. The work received all necessary approvals from BAAQMD (related to air quality), the Fire Protection District (for safety), and the City Building Division (for construction details). Final occupancy for the Building permit is contingent upon approval of a hazardous materials use permit.

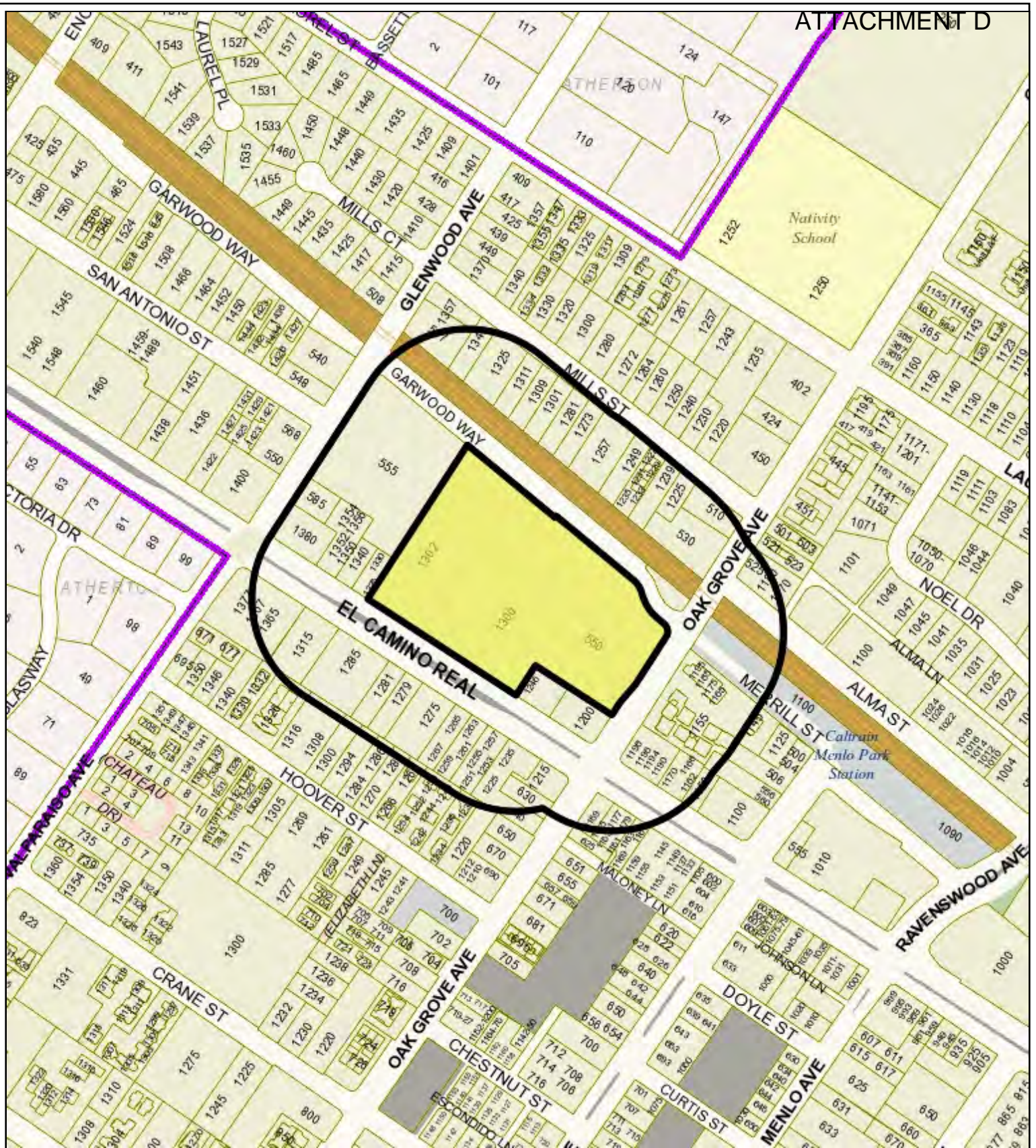
The Infill EIR's "Hazards and Hazardous Materials" section recognized that the Project will require diesel fuel for an emergency generator, and requires that the Project operator provide a Hazardous Materials Business Plan documenting employee training for handling hazardous materials, for approval by the County Environmental Health Department. It noted that the County will coordinate with the City and Fire District regarding handling of hazardous materials. The Infill EIR concluded that the Project "would have less-than-significant impacts related to the transport, use and disposal of hazardous materials" (Draft Infill EIR p.3.4-15). The new use permit by itself does not give rise to any new potential environmental effects not already recognized.

D. Food and Beverage Uses.

The Infill EIR adequately took into consideration potential adverse environmental effects from potential food and beverage operations in the Project. The Project description referred to the plaza between the two office buildings as "designed for outdoor restaurant dining" (Draft Infill EIR p.2-5) and listed "eating/drinking establishments" as potential occupants permitted in the zoning district (p.2-7). It also pointed out that for each CEQA topic studied, the EIR used the combination of mixed uses expected to cause the greatest impacts (e.g., maximum retail for traffic because retail generates more trips) (p.2-9).

The Infill EIR study was based on 29,000 square feet of community-serving space. The Project as proposed for revision would contain only 25,049 square feet – or 12 percent less than the area

analyzed. (The final number may change slightly as plans are refined or through City approval terms, but such changes would not alter the CEQA conclusion.) This supports concluding that approval of the use permits and other modifications will not lead to greater or different effects than analyzed in the two prior EIRs.



City of Menlo Park
 Location Map
 1300 El Camino Real



**Springline Project (1300 El Camino Real/550 Oak Grove):
Project Refinements and Operational Permits
(Updated November 14, 2021)**

The Springline Project (formerly known as the Station 1300 Project) was approved by the City Council in January 2017 and is nearing completion of construction. As approved, the Project includes a 2-level subsurface parking garage, two office buildings (with a range of about 190,000 to 203,000 sf of office space) located around a large plaza, a 183 unit residential building oriented to Oak Grove Avenue, and approximately 18,000-29,000 square feet of community serving space, split between the office buildings and the residential building. The Project also included construction of an extension of Garwood Way to connect to Oak Grove.

The Project under construction, together with the proposed additional basement and other space that is the primary subject of this application, would provide approximately 25,049 square feet of community serving retail space (“CSU” space) and approximately 199,054 square feet of office space; even with the proposed additions, both the CSU and office space are each approximately 4,000 square feet less than the maximums permitted by the 2017 entitlements. Construction of major elements of the Project has been substantially completed as of Spring 2021.

In anticipation of occupancy and as leasing efforts have commenced in earnest, the applicant is now seeking the following minor modifications of the Project, as well as certain approvals for activities that were not included in the January 2017 entitlements:

- Minor changes to the basement levels, including the addition of tenant amenities (for both the residential and office uses, such as a dog washing area for residential tenants) and functional areas (such as mail rooms and trash rooms) which were not shown on the original approved plans; in order to accommodate these changes, which will incrementally increase the Project’s gross floor area, a minor reduction in parking spaces would also occur. However, the applicant believes that on a shared parking basis, as previously contemplated, the Project will still provide sufficient parking spaces to meet peak demand.
- Minor changes to the second levels of each office building in order to create a passageway at the second level of the double-height entry lobbies.
- Minor change to the ground-level area of the residential building, facing Oak Grove, changing approximately 1,150 square feet of area shown as CSU in the 2017 approvals to a multi-purpose use serving a mixture of residential, general public, and CSU purposes.
- Modification of the primary residential entry at the intersection of Oak Grove and Garwood to improve aesthetics, functionality and accessibility.
- Use Permit for hazardous materials with respect to a diesel fuel storage tank for the emergency generator as required by the City.
- Use Permit amendment to allow a minor expansion of the allowed outdoor seating area for food and beverage.

- Permit for restaurants selling alcoholic beverages
- Use Permit for liquor sales for a market/grocery that will also sell alcoholic beverages for on and offsite consumption.
- Use Permit for a taproom that will sell craft beer, wine and spirits (in both the premises and the outdoor seating area), along with snacks.

The first two modifications described above also involve an approximately 9,000 square foot increase in gross floor area, notwithstanding that the additional spaces will neither add intensity to the office floor plates nor increase residential densities. Overall, this proposed addition of up to 9,000 square feet of gross floor area represents an increase of approximately 2% relative to the Project's approved gross floor area. These potential additions in the basement area have been allocated among office, residential and CSU uses as shown in the Revised Plan Set. The third modification described above would change approximately 1,150 square feet of space fronting Oak Grove from a CSU use to a residential designation, although this space would continue to help support viable CSU uses on this frontage and be publicly accessible. A more detailed explanation of this modification is provided below. Overall, the gross floor area of office and CSU uses combined would increase by about 4,000 square feet as compared to the approximately 220,000 square feet of office and CSU space described in the 2017 Project approvals.

Procedurally, the original (2017) conditions of approval provide several mechanisms to modify the plans as approved:

- “Minor” modifications to building exteriors and locations, significant landscape features, and so forth may be approved by the Community Development Director based on the determination that the proposed modification is consistent with the overall design and would not have any adverse impacts on the character and aesthetics of the site.
- “Major” modifications meeting the same criteria (e.g., changes to building exteriors) require Planning Commission approval.
- “Major revisions” to the development plan which involve material changes, or expansion or intensification of development, require public meetings by the Planning Commission and the City Council.

We assume that because the set of requests technically involves the intensification of development (i.e., by adding up to approximately 9,000 square feet of additional gross floor area, almost all in the basement area), processing the requested changes could constitute a “major” revision and therefore require City Council approval; in addition, the applicant's proposed amendment to the Specific Plan to allow additional gross floor area, as discussed below, would also require City Council action. While some of these approvals might not require Planning Commission or City Council approval, we understand that staff believe that processing all of these approvals as a single package may be more efficient and expeditious.

In conjunction with the 2017 approvals, the City and the Applicant entered a Development Agreement, which generally described the approved entitlements and stated that the Applicant would provide certain public benefits in return for bonuses approved under the provisions of the Specific Plan. In consultation with the City Attorney's Office, the Applicant has agreed to process an amendment of the Development Agreement in order to accomplish the following purposes:

- Revise the Development Agreement's project description to incorporate the increase in allowable floor area,
- Require the applicant to make an additional cash payment of approximately \$300,000 (for specified purposes) to the City as a public benefit, based on the approval of additional bonus FAR, and
- Require the applicant to pay a BMR in-lieu fee (approximately \$63,000).

Below is a more detailed explanation of the various requests.

1. Basement Modifications

In mid-2020, the Project owner engaged Presidio Bay Ventures as the new project and construction manager. At that time, Presidio Bay Ventures determined that the approved plans did not account for certain operational needs that were not anticipated in the approved plans. These included, for example, the need for expanded elevator lobby areas in the basement levels, mail rooms required by US Postal service, tenant amenities (e. g., a fitness center for office tenants), and other features needed for efficient operation of the buildings. None of these proposed changes are visible from the exterior of the buildings, nor do they add additional area for office use although we understand that some of these areas may add "gross floor area" as defined by City Code.

The additional gross floor area proposed to be added on the basement levels specifically includes the following:

Level B2:

1. "Back of house" space for engineering, security, and maintenance staff, with 799 square feet allocated to office, 833 square feet allocated to residential, and 104 square feet allocated to CSU.
Comment: this space just serves building upkeep/operation; it does not add to office, CSU or increase the number of residential units, and would not increase the anticipated occupancy or intensity of uses on the site.
2. Storage space, with 138 square feet allocated to office, 144 square feet allocated to residential, and 18 square feet allocated to CSU.
Comment: nothing about this storage space should generate any vehicle trips

Level B1:

1. Expanded Fitness Center to serve office tenants (not open to the public), including 3,595 square feet of uses, inclusive of an adjacent “office amenity” area.
Comment: intended to serve office tenants only, so this addition should not generate additional trips and is likely to reduce office tenant trips to off-site fitness facilities.
2. Locker room. As approved, the project included an approximately 716 square foot unisex locker room to serve bike commuters which was not included as gross floor area as part of the approved Project. The modified Project proposes to provide an approximately 1,487 square foot locker room, of which we believe only the additional increment of 771 square feet should count as gross floor area.
Comment: the locker room would only be available to bike commuters, and users of the gym; expansion of the locker room, for on-site users only should not generate additional trips, and arguably reduces trips by incentivizing bike commuting.
3. Mail rooms for offices, totaling 249 square feet.
Comment: This is also not an intensification of any uses; adding mail rooms was specifically required by the USPS to be located in the basement; this space also should not add trips.
4. Mail room for residential, totaling 1,108 square feet.
Comment: this similarly would not increase unit count/size, and therefore will not generate any additional trips.
5. Residential amenities, including a 171 square foot dog washing facility and 379 square feet for a virtual entertainment amenity (precise program to be determined).
Comment: again, these amenities will just serve the residential units; no trips will be added.
6. Water Closet and Janitor closet, totaling 236 square feet.
Comment: this use only serves the existing complex; it also does not add to trips.

Overall, the above-described new floor area is allocated as follows: Residential = 2,635 sf; Office = 5,996 sf; CSU = 122 sf, plus WC/Janitor 236 sf, which totals approx. 8,939 additional square feet of gross floor area. (Note, City staff has indicated that the 122 square feet of basement modifications proportionately allocated to CSU may not be relevant to the allowed range of CSU area specified in the 2017 approvals; whether or not this 122 square of basement CSU space is included, the proposed 25,049 square feet of CSU area is well within the specified range.)

The addition of these support activities and office and residential amenities on the basement levels has the effect of reducing the amount of parking available in the basement, such that the revised parking count for the Project would be a minimum of 942 spaces. (This count does not include the six new public spaces created by the new parking area as part of the Garwood extension.)

In order to accommodate the incremental increase of approximately 9,000 square feet of new gross floor area, the applicant is requesting, in consultation with the City and as further discussed below, an amendment to the Specific Plan that would authorize additional gross floor under the very specific and narrowly defined circumstances presented by this application's proposed area additions.

2. Minor Above-Grade Interior Additions

The applicant is also proposing minor interior additions to address circulation deficiencies on the second levels of the office building, where the double height entry lobbies interrupt second level circulation, by installing one passageway on the second level of each building. The total additional areas of these two glass deck passageways is approximately 440 square feet; while these areas may be considered as gross floor area, they do not add to usable office space. They would also not be visible from the exterior of the buildings.

3. Modification of previously-designated CSU Space on Oak Grove Frontage

The 2017 approvals describe the Project as including approximately 7,257 square feet of CSU space on the ground floor facing Oak Grove, and the approved plans show the entire Oak Grove frontage of the residential building (up to the main residential entry) as being occupied by CSU uses. The revised plans show approximately 6,100 square feet of CSU uses on this frontage, including an approximately 1,004 square foot "café" use which is being subsidized by the Project and approximately 5,098 square feet of currently unspecified CSU uses. With respect to this 6,100 sf of CSU space, the applicant believes that the Project is substantially consistent with the 2017 approvals.

The proposed change relates to the portion of the original CSU space which is nearest the main residential entry at the Oak Grove / Garwood corner. For this area, which is generally located between the entry and the café described above, the Applicant is proposing to reduce the amount of designated CSU space by approximately 1,155 square feet and reclassify the space as a multi-function space which, during business hours of the café, would provide overflow seating for café customers and be open to the general public, including building residents; after business hours the space would be used by residents only. In effect, during business hours the space would serve as a privately owned, public "hangout" space. The proposed corner multi-function residential space and the rationale for the proposed modification are also addressed in more detail in the separate letter submitted to the City on November 8, 2021.

As proposed, the re-imagined corner area will include a concierge desk for residents, located in a portion of the space which was previously designated as residential, because it was the location of a corridor providing ADA access as shown on the 2017 plans. (This ADA access corridor became superfluous with the proposed entry redesign, which provides for ADA access through the main entry doors.) This concierge desk would overlook the entry from the corner plaza area, and by providing a constant presence would help provide a greater sense of security for both the multi function indoor space as well as the outdoor plaza and seating. Also, the wall of the multi-function space is being reconfigured with a bi-fold door which will provide an expansive entry from the plaza into the multi-function corner space. In order to further assure the City that this area will

forever retain its public accessibility, the applicant is proposing a new condition of approval which, unless the corner space is converted in the future to a space meeting the City’s definition of CSU space, will require the space to retain its character as open to the public and supportive of CSU uses. The Applicant looks forward to working with City staff on the precise wording of this condition of approval.

Even with this reduction of CSU space along Oak Grove by approximately 1,150 square feet, the Project’s total CSU area would still exceed the 2017 approval’s minimum CSU by approximately 6,000 square feet, and would be only 4,000 square feet less than the 29,000 square foot “cap” on CSU space.

Primarily as a result of the additions of residential space on the basement level, and the transfer of approximately 1,100 sf of space along Oak Grove from CSU to a residential category, the overall amount of residential space will increase from the approximately 199,030 square feet as stated in the original approvals to approximately 202,528 square feet. (The final total also reflects minor reductions in residential gross floor area elsewhere in the residential building.)

4. FAR Compliance and Proposed Specific Plan Amendment

As approved in January 2017, the Project had an approved gross floor area of approximately 418,000 square feet, just below the maximum allowable gross floor area of 418,218 square feet based on the Project’s approximately 6.4 acre site area, and the approved bonus level of 1.5 FAR. The proposed additions, primarily in the basement levels, but also including about 440 square feet above grade for the circulation improvements described previously, would not change the exterior dimensions of the Project but would arguably increase the total gross floor area by about 8,940 square feet over the maximum gross floor area for the original project, or approximately 2% of the originally approved gross floor area. (Again, the change of certain space from CSU to residential described above does not result in an increase of gross floor area, or affect how the Project complies with applicable FAR limits.) In order to allow the City to approve the proposed space which would exceed the currently allowed FAR, the applicant is proposing an amendment to the Specific Plan which would authorize the City Council to approve a very limited amount of space meeting the definition of gross floor area, provided that such space is primarily underground, or if above-grade would only be for the purposes of correcting internal circulation deficiencies, and would in any event not result in any expansion of the exterior dimensions of a project.

The text of this proposed Specific Plan amendment, which may be modified in consultation with City staff provided that the overall intent to accommodate the sought increase in FAR is preserved, is as follows:

“Table E8, Development Standards for El Camino Real Northeast – Residential (ECR NE-R) District, on page E59, is revised as follows:

Public Benefit Bonus: 1.50, except that the City Council may approve additions to a mixed use project in the ECR NE-R District, previously approved by the City Council for a public benefit bonus, with an approved gross floor area of at least 300,000 sf, that includes office, residential and CSU uses, including at least 20,000 square feet of CSU use and at least 150

residential units, and provided that (1) additions are limited to those determined by the City Council to be necessary or desirable to address deficiencies identified after construction of the structure was substantially complete and to result in a total FAR not to exceed 1.55, (2) any additions provided above-grade do not increase the exterior dimensions of the project and have the sole function of correcting internal circulation deficiencies in the approved and built project and amount to no more than .005 FAR, and (3) any additional gross floor area below-grade is located within the footprint of existing subsurface levels and does not increase the total gross floor area by more than 15,000 square feet beyond the previously approved project.”

5. Shared Parking

The Project’s parking was originally approved on the basis of a “shared parking” analysis, as provided for in the Specific Plan. Fehr & Peers, which prepared the original shared parking study, has advised the applicant that the Project as currently proposed would have a peak parking demand that could be accommodated by the proposed approximately 942 parking spaces on site, with some buffer. An update of the shared parking analysis documenting this conclusion has been included in the response to City comments. The reduction in the peak period shared parking demand/increase in shared spaces available is achieved primarily by eliminating reserved parking for residential units (i.e., by increasing the amount of shared parking and “unbundling” parking from individual unit rentals). To be clear, the applicant is proposing that in order to meet the parking requirements on a shared parking basis, the Project would not include any reserved parking for residents.

6. Below Market Rate Housing Impact Fees

On November 3, the City’s Housing Commission endorsed, by a 5-0 vote, the applicant’s proposal to satisfy the requirements of the City’s BMR requirements for the proposed addition of commercial gross floor area through payment of an in lieu fee. This matter is further described below.

The City requires that projects resulting in a significant addition of commercial space pay an in lieu fee or provide actual BMR housing units to address a project’s impact on the demand for affordable housing. As noted above, with the proposed addition of gross floor area in the basement area, and the very small increase on level 2 of the office buildings, the Project will have a total of approximately 224,000 square feet of office and CSU uses, as opposed to approximately 220,000 sf of office and CSU space as referenced in the 2017 project approvals (although both the office and CSU totals are well within the ranges approved in 2017).

The applicant is proposing to satisfy the City’s BMR obligation for this addition of office and CSU space through payment of the in lieu fee. We believe that the fee should be calculated as follows:

The City calculates the BMR fee using a “Group A” fee for office/R&D space and a (significantly lower) Group B fee for CSU-type uses. However, because the Project approvals provided for ranges of allowable office and CSU space for the Project, the determination of exactly what Group fee applies to the approximately 4,000 sf of additional non-residential gross floor area is not

completely straightforward in this case. As proposed, since both the office and CSU areas are in the upper end of their allowed ranges, it is reasonable to allocate the additional 4,000 sf of commercial area evenly between office and CSU for the purposes of the in lieu fee calculation (This is especially reasonable given that most of the additional area allocated to office gross floor area in the revised basement plans represents office support and amenity spaces which, as a practical matter, would add little or nothing to the Project's housing demand.)

Therefore, we propose the in lieu fee for the approximately 4,000 of additional office and CSU gross floor area be calculated as follows:

Office area increase (2000 sf) x Group A fee of 20.46= \$40,920

CSU area increase (2000 sf) x Group B fee of 11.10 = \$22,200

Estimated Total BMR in lieu fee = \$63,120

We recognize that the City's BMR provisions express a preference for a project's BMR requirements to be met through the provision of actual physical housing units versus the payment of an in lieu fee. However, in this case the addition of non-residential area is so small (4,000 sf) and the applicable in lieu fee is so small that providing even one additional affordable unit would have a financial impact on the Project far in excess of the applicable in lieu fee. (This would be true even if the calculation of the BMR fee erroneously allocated more of the additional 4,000 square feet to the Group A office category.) Thus a requirement that the Project provide an additional physical BMR unit would be an unreasonable imposition; this is particularly true because, to reiterate, the proposed addition of gross floor area to the Project's non-residential area represents additional area in the basement that as a practical matter would generate little or no additional housing demand.

The applicant believes that under applicable state law, the applicant in this case has a right to elect to comply with the City's BMR requirements through payment of an in lieu fee; in addition, based on the facts of this case, any requirement to provide an additional BMR unit would be unreasonable and disproportionate to the amount and character of the additional space.

7. Oak Grove Residential Entry

As approved, the main entry to the residential building featured a design that included steps that would not allow for wheelchair/disabled access. Instead, such access was provided by a separate entry on the left side of the main entry. In order to enhance accessibility for the disabled, applicant is proposing a modification that maintains the attractive overall look and feel of the approved entry while integrating accessible access into the main entry by the use of a ramp element. In addition, the changes to the entry area include modifying a wall facing the entry by adding a bi-fold door to make the interior area (described in section 3 above) more open to the public. The changes would be visible from the exterior of the buildings, but we believe they are entirely consistent with the overall design aesthetic appearance of the approved entry. To be clear, no other change to the building exteriors or landscaping is being proposed.

8. Use Permit for Hazardous Materials - Diesel Tank

The original Project entitlements contemplated that the Project would include an emergency generator which would require a diesel fuel storage tank. At the time, the Project entitlements did not include a use permit for hazardous materials (i.e., the diesel fuel storage tank) because there was insufficient information available at the time concerning the specifications for the generator and the size and specifications of the diesel fuel storage tank. Although the applicant has since obtained third-party permits necessary for the operation of the emergency generator (e.g., a permit from the Bay Area Air Quality Management District), a use permit from the City is required at this time in order to accommodate a diesel fuel storage tank. This action requires Planning Commission approval.

The Emergency Generator is contained in a small accessory building adjacent to Garwood Way, near the Project's small surface parking area. The generator and associated fuel tank have already been installed after full approval by the Building Department. Noise levels when the generator is an operation (for example, from routine monthly testing) would not exceed 40dB since the generator includes a sound attenuator that reduces noise level by 25dB while the generator is in use. The diesel tank serving the generator is located within the generator enclosure itself.

Meeting the project's emergency power needs through an emergency generator is the only practical way at this time to meet these needs. The alternative of meeting emergency power needs through battery storage is impractical given current technology constraints as documented in the letter provided by The Engineering Enterprise dated October 18, 2021.

Monthly testing of the generator will be scheduled on the 2nd Wednesday of the month with a start time of 3:30 PM and an end time of 4:30 PM.

9. Use Permit Amendment-Expanded Outdoor Seating

The original approvals include a use permit for outdoor seating for restaurant uses, as specified in a diagram attached to the approved Project plans. At that time, the approved outdoor seating areas were along Oak Grove, along El Camino, and in a portion of the large plaza area between the two office buildings. The applicant is now requesting approval to amend the allowed outdoor seating area to include additional seating in the plaza area, as illustrated by the submitted diagram.

The rationale for the request is based on the desire to further activate the plaza and create a better atmosphere for retail tenants, residents and visitors. The retail market has shifted over the past several years, and particularly due to COVID-19, such that maximizing outdoor dining opportunities is an important component for successful lease negotiations with food and beverage operators. No impediments to fire lane access would be created as a result of the expanded seating in the plaza area (no seating would be located in the 25 foot wide fire access lane that cuts through this area; the previous idea to utilize light, temporary seating in this area which would be removed from this corridor outside of business hours has been dropped, and the plan showing proposed seating in the courtyard area has been revised accordingly. The expanded area would be serviced by no more than two vendors in the future (i.e., the intent is not to create a "food court").

10. Permits Related to Alcohol Sales

The Project is envisioned to include restaurants which will serve alcohol, a taproom serving craft beers and other alcoholic beverages, and a market /grocery use which will sell alcoholic beverages for on-site and off-site consumption. The California ABC has already reviewed and approved the proposed licensing plan for these various activities, subject to receiving appropriate permits from the City of Menlo Park.

a. Permit for Restaurants serving alcohol

Except for a specialty grocery, discussed below, most of the Project's approximately 25,049 square feet of CSU area will be occupied by food and beverage uses. These include spaces facing Oak Grove, at the ground levels of the office buildings, facing El Camino, and some frontage on the plaza, and including in some cases adjacent outdoor seating areas.

Under the Specific Plan, restaurants with alcohol service require an administrative permit, while bars and lounges with a primary beverage use require a use permit. The applicant is currently negotiating with several restaurants whose businesses would include alcohol service. Although leasing has not been completed, the applicant believes that restaurants with alcohol service will occupy approximately two thirds of the approximately 25,049 square feet of CSU area. These operations would be subject to a type 47 alcoholic beverage license. In the interest of efficiency, the applicant is now seeking a "project-wide" administrative approval for restaurant alcohol service in designated spaces (as opposed to multiple approvals being needed in the future on a space-by-space basis when specific restaurant tenants are identified). Obtaining a project-wide permit would facilitate prompt leasing and operation of restaurant uses which is a critical part of activating the Project site and providing new amenities for Menlo Park residents and visitors.

As noted, in addition to City approval, all restaurant operations including alcohol sales, as well as the proposed taproom and market, would be subject to State alcohol license requirements and the applicant intends to purchase and retain alcohol licenses in order to facilitate a more expeditious leasing process. Given the impacts of COVID-19, these are highly uncertain times for food and beverage operators and it is critical to ensure that the Project has flexibility and approved permits to accommodate the sale of alcohol in order to drive leasing and operational momentum during this highly unpredictable time for retail operators.

b. Use Permit for Taproom

The Project is currently in lease negotiations with a company that operates taprooms elsewhere in the Bay Area. The proposed taproom at Springline would be a first-class taproom for sale and consumption of craft beer, wine and spirits, for on and off-site consumption. The primary physical location of the taproom would be in a space fronting on Oak Grove, occupying approximately 11% of the Project's community serving use area, but the operation would also serve a seating area in the central plaza with a mobile beer

truck. (The contemplated plaza seating location is also addressed in the amendment request regarding outdoor seating area, as stated above.) No brewing would be conducted on-site. This operation would require a Type 47 State license.

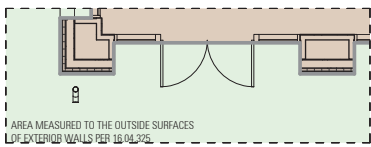
c. Use Permit for Alcohol Sales

Finally, the Project is currently in negotiations with a specialty grocery which intends to sell wine and liquor (among other products) for offsite consumption. This proposed use is anticipated to be located on the Project's El Camino Real frontage and occupy approximately 14% of the community serving area. This market would require both a Type 21 and Type 47 State license. Thus, the applicant will be seeking a use permit for on and offsite alcoholic beverage sales.

Area Calculations

Area	Description	Area (SF)	Code
A	North Office	5,766	16.04.325 (C) (1)
B	North Office	26,638	16.04.325 (C) (1)
B.1	North Office	4,251	16.04.325 (C) (1)
C	South Office	5,777	16.04.325 (C) (1)
D	South Office	22,115	16.04.325 (C) (1)
D.1	South Office	6,349	16.04.325 (C) (1)
E	Residential	7,237	16.04.325 (C) (1)
F	Residential	47,141	16.04.325 (C) (1)
G	Residential	350	16.04.325 (C) (1)
H	Residential	388	16.04.325 (C) (1)
I	Project	532	16.04.325 (C) (1)
J	Project	1,018	16.04.325 (C) (1)
K	Site	4,990	16.04.325 (C) (1)
L	Site	188	16.04.325 (C) (1)
M	Site	56,153	16.04.325 (C) (1)
N	Site	47,141	16.04.325 (C) (1)
O	Site	18,600	16.04.325 (C) (1)
P	Site	927	16.04.325 (C) (1)
Q	Site	125,423	16.04.325 (C) (1)
Total Lvl 1 Office		125,423	
Total Lvl 1 Residential		56,153	
Total Lvl 1 CSU		47,141	
Total Lvl 1 Site		18,600	
Total GSE Lvl 1		927	
Total GSE Lvl 1		125,423	

- Areas**
- Community Serving Uses
 - Covered Porch/Balcony
 - IDF, Electrical Room
 - Office
 - Parking Related Circulation
 - Residential
 - Shaft
 - Site Buildings
 - Trash/Recycle
 - Residential - Private Open Space
 - Residential - Common Open Space
 - Open Space



- NOTES:**
- ALL MECHANICAL AREA EXEMPT PER (ie. shafts) SEC. 16.04.325 (C) (1) AND (2). SEE A-D FOR MORE INFORMATION. *IDF, MPOE, ELECTRICAL ROOMS ARE PART OF THIS EXCEPTION AND SPECIFICALLY HAVE NO WINDOWS OR SKYLIGHTS AND UNCONDITIONED AIR.
 - CIRCULATION TO GARAGE EXEMPT PER SEC. 16.04.325 (C)(3)
 - TRASH AND RECYCLING, EXEMPT PER SEC. 16.04.325 (C)(6)
 - EXEMPT AREAS INCLUDE UNCOVERED PORCHES AND JULIET BALCONIES PER SEC. 16.04.325 (C)(1). OPEN, COVERED PORCHES WITH COLUMNS LESS THAN 12" WIDE AND OPEN CIRCULATION WITH COLUMNS LESS THAN 12" WIDE PER SEC. 16.04.325 (C)(4)
 - REMAINING 3% EXCLUSION RESERVED FOR FUTURE TENANT STORAGE
 - 12,583SF - 8,521SF = 4,062SF



GENERAL LEVEL 1 NOTE:
EXACT LAYOUT OF COMMUNITY SERVING USES, FLEX SPACE, AND REAL ESTATE OFFICE SUBJECT TO CHANGE

STATION 1300

1300 EL CAMINO REAL

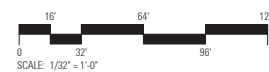
Level 1 Area Diagram

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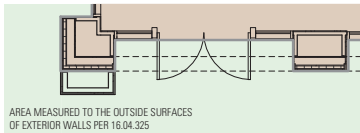


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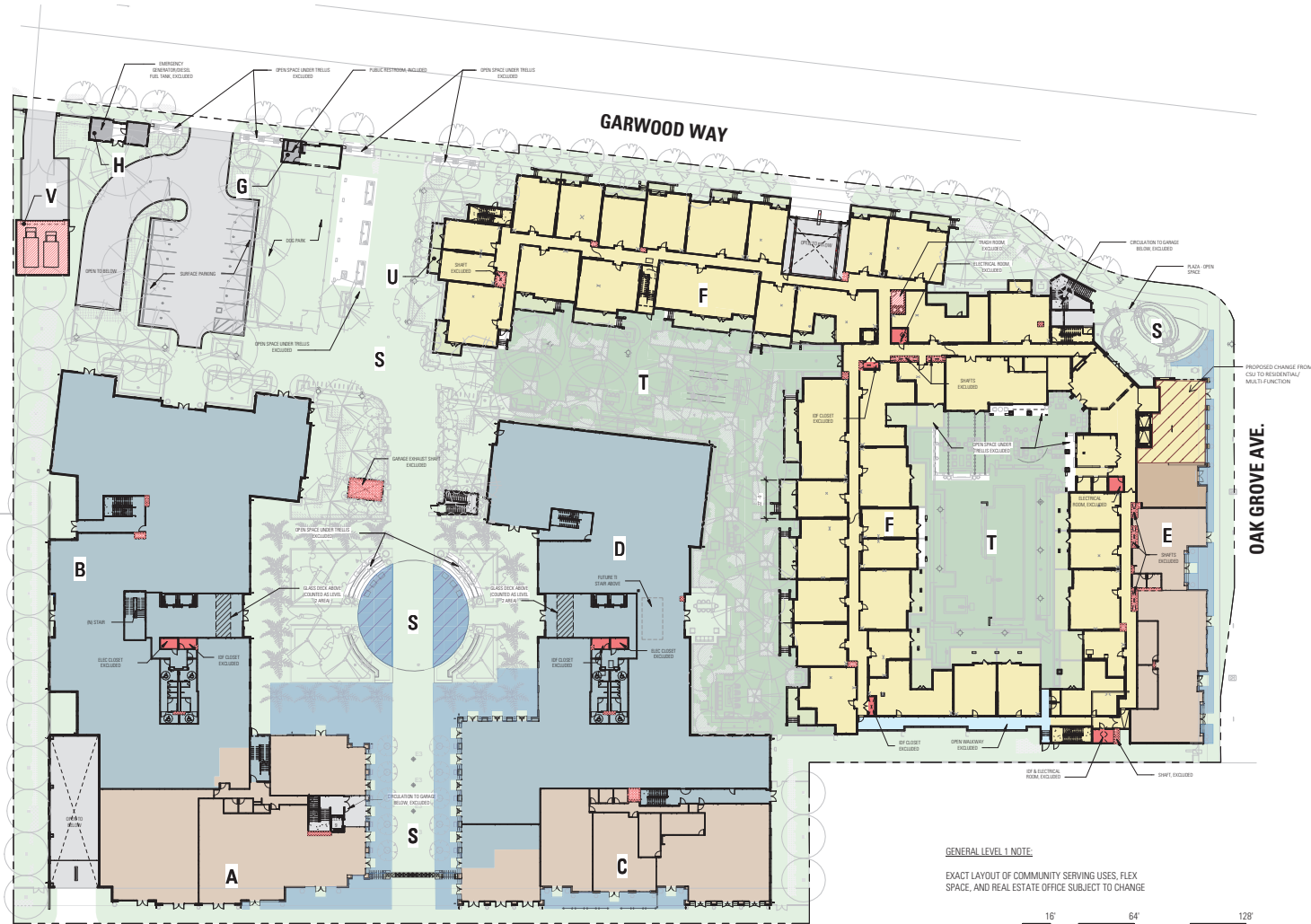
BUILDING	PROGRAM	AREA INCLUDED	AREA EXCLUDED	NOTES
Level 1				
A	Health Office	N/Community Serving Uses	26,303	
B	Health Office	N/Commercial / Office	26,182	
B.1	Health Office	N/Variable Space	0	
C	South Office	S/Community Serving Uses	8,324	
D	South Office	S/Commercial / Office	25,485	
D.1	South Office	S/Variable Space	0	
E	Residential	R/Community Serving Uses	1,196	
E.1	Residential	Residential/CSU	0	
E.2	Residential	Private Open Space	1,196	16.04.325 (C) (4)
E.3	Residential	Residential Living	0	
F	Residential	R/Residential	48,121	
F.1	Residential	Private Open Space	0	
F.2	Residential	Residential Living	48,121	16.04.325 (C) (1) (1) (2) (3) (4)
G	Project	CM MPOE Electrical Room	0	
G.1	Project	Shafts	113	16.04.325 (C) (1)
G.2	Project	Trash/Recycle	113	16.04.325 (C) (1)
G.3	Project	Parking Related Circulation	4,917	16.04.325 (C) (1)
H	Site	Public Bathroom	143	
H	Site	Electrical Room / Generators	568	
		Total all 0 Office	53,610	
		Total all 1 Residential	48,121	
		Total all 2 CSU	24,527	
		Total all 3 Office	527	
		Total all 4 Circulation	128,295	
		13,418 Total Area Level 1		

Area Shading Legend

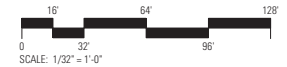
- Community Serving Uses
- Covered Porch/Balcony
- IDF, ELEC, PLUM, Elevator Control
- Office
- Parking Related Circulation
- Residential
- Shaft
- Site Buildings
- Trash/Recycle
- Residential - Private Open Space
- Residential - Common Open Space
- Open Space
- Subsidized Community Serving Uses
- Changed from - CSU to Residential/Multi-Function
- Restaurant outdoor seating area
- Proposed Expansion of Outdoor Seating



- NOTES:**
- ALL MECHANICAL AREA EXEMPT PER (ie. shafts) SEC. 16.04.325 (C) (1) and (2). SEE AD 0 FOR MORE INFORMATION. *IDF, MPOE, ELECTRICAL ROOMS ARE PART OF THIS EXCEPTION AND SPECIFICALLY HAVE NO WINDOWS OR SKYLIGHTS AND CONDITION AIR.
 - CIRCULATION TO GARAGE EXEMPT PER SEC. 16.04.325 (C)(3)
 - TRASH AND RECYCLING, EXEMPT PER SEC. 16.04.325 (C)(6)
 - EXEMPT AREAS INCLUDE UNCOVERED PORCHES AND JULIET BALCONIES PER SEC. 16.04.325 (C)(1), OPEN, COVERED PORCHES WITH COLUMNS LESS THAN 12" WIDE AND OPEN CIRCULATION WITH COLUMNS LESS THAN 12" WIDE PER SEC. 16.04.325 (C)(4)
 - REMAINING 3% EXCLUSION RESERVED FOR FUTURE TENANT STORAGE



GENERAL LEVEL 1 NOTE:
EXACT LAYOUT OF COMMUNITY SERVING USES, FLEX SPACE, AND REAL ESTATE OFFICE SUBJECT TO CHANGE



RSGI c/o PBV, Inc.



LEVEL 01 AREA DIAGRAM - R4

BARarchitects



H HUNTSMAN

WATRY DESIGN, INC.

11.12.2021



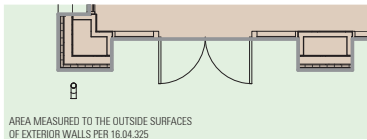
A8

Area Calculations

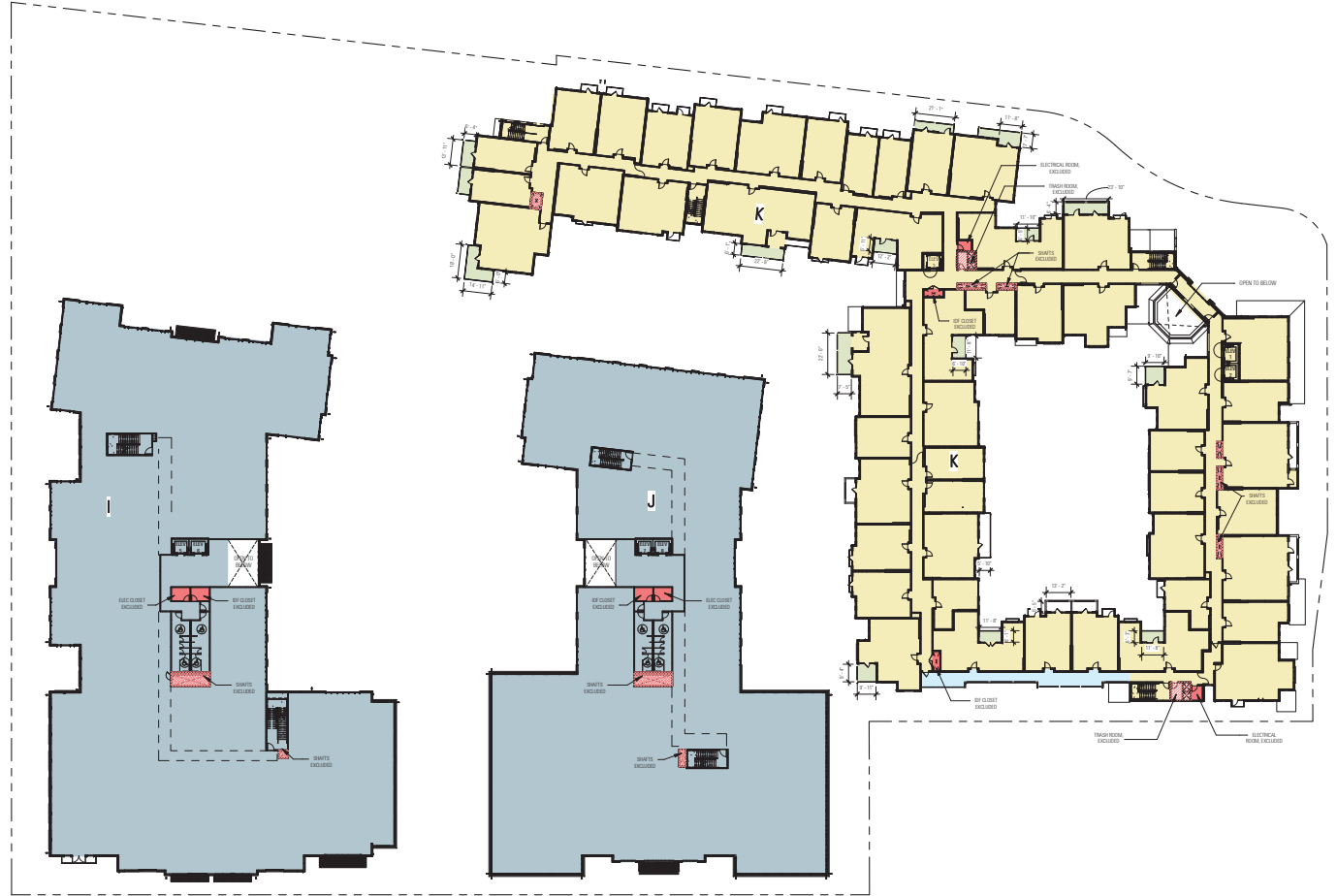
		Level 2	
I	North Office	Commercial / Office	33,436
J	South Office	Commercial / Office	33,784
	Residential	Private Open Space	1,596
K	Residential Units		54,048
	Residential	Shafts (in units)	-500
	Project	IDF, MPOE, Electrical Room	389
	Project	Shafts	671
	Project	Trash / Recycle	728
			73,220
			54,048
			127,358
			2,642
			Total Lvl 2 Office
			Total Lvl 2 Residential
			Total GSF Level 2

Areas

- Covered Porch/Balcony
- IDF, Electrical Room
- Office
- Residential
- Shaft
- Trash/Recycle
- Residential - Private Open Space



- NOTES:**
- ALL MECHANICAL AREA EXEMPT PER (ie. shafts) SEC. 16.04.325 (C) (1) AND (2). SEE A-D FOR MORE INFORMATION. *IDF, MPOE, ELECTRICAL ROOMS ARE PART OF THIS EXCEPTION AND SPECIFICALLY HAVE NO WINDOWS OR SKYLIGHTS AND UNCONDITIONED AIR.
 - CIRCULATION TO GARAGE EXEMPT PER SEC. 16.04.325 (C)(3)
 - TRASH AND RECYCLING, EXEMPT PER SEC. 16.04.325 (C)(6)
 - EXEMPT AREAS INCLUDE UNCOVERED PORCHES AND JULIET BALCONIES PER SEC. 16.04.325 (C)(1). OPEN, COVERED PORCHES WITH COLUMNS LESS THAN 12" WIDE AND OPEN CIRCULATION WITH COLUMNS LESS THAN 12" WIDE PER SEC. 16.04.325 (C)(4)
 - REMAINING 3% EXCLUSION RESERVED FOR FUTURE TENANT STORAGE
- 12,583SF - 8,521SF = 4,062SF



STATION 1300

1300 EL CAMINO REAL

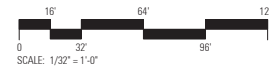
Level 2 Area Diagram

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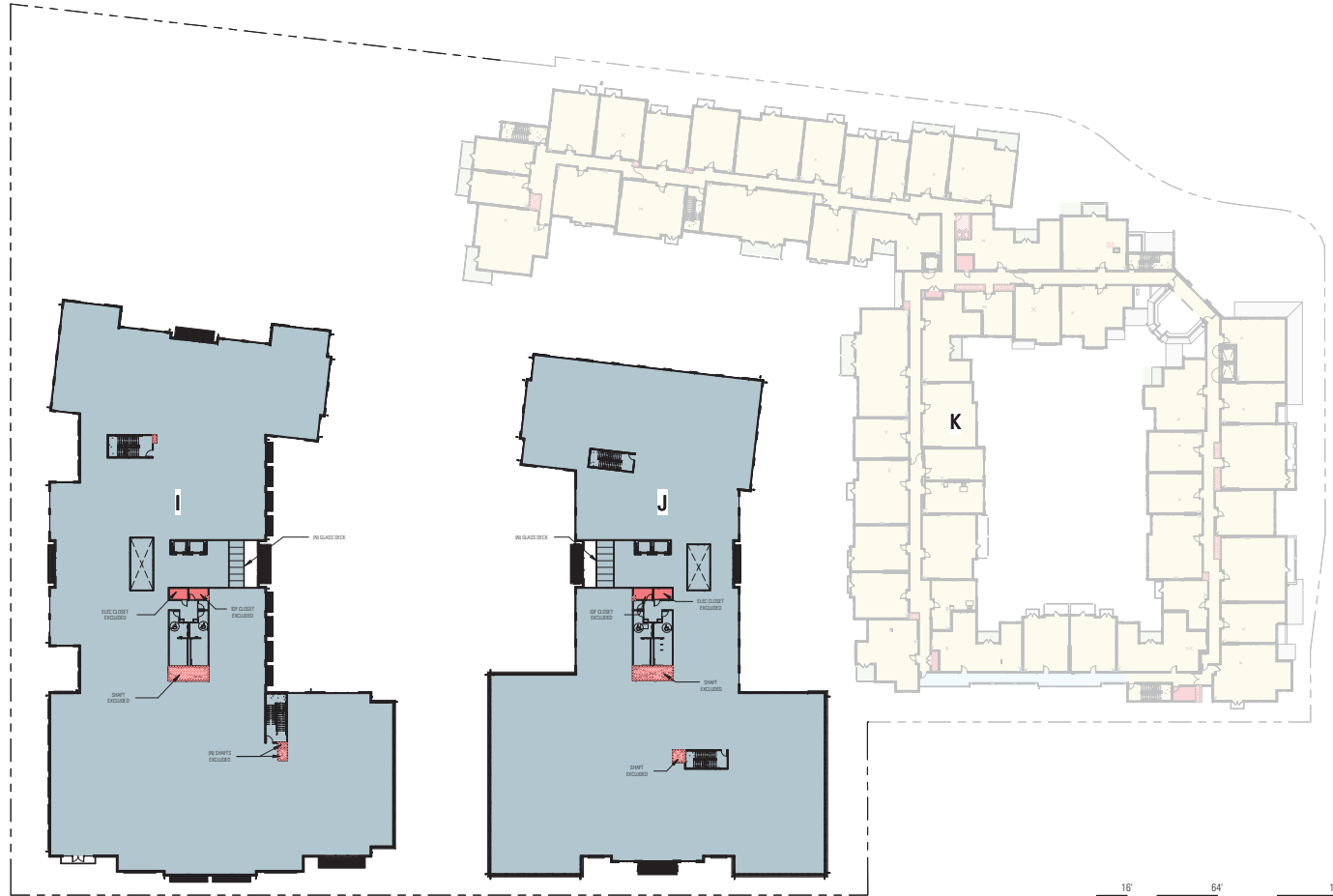


A3.02

BUILDING	PROGRAM	AREA INCLUDED	AREA EXCLUDED	NOTES
Level 2				
1)	North Office	Commercial / Office	98,340	
	North Office	Glass Deck (Commercial/Office)	209	
	South Office	Commercial / Office	33,772	
	South Office	Glass Deck (Commercial/Office)	239	
2)	Residential	Private Open Space	1,436	
	Residential	Residential Units	53,982	
	Residential	shafts (in unit)	500	16.04.325 (C) (5)
	Project	IDF, MPE, Electrical Room	105	16.04.325 (C) (3) (6)
	Project	Shafts	105	16.04.325 (C) (3)
	Project	Trash / Recycle	102	16.04.325 (C) (6)
			73,602	Total Lot 2 Office
			53,983	Total Lot 2 Residential
			323,084	3,370 Total Area Level 2

Area Shading Legend

- Covered Porch/Balcony
- IDF, ELEC, PLUM, Elevator Control
- Office
- Residential
- Shaft
- Trash/Recycle
- Residential - Private Open Space



- NOTES:**
- ALL MECHANICAL AREA EXEMPT PER (ie. shafts) SEC. 16.04.325 (C) (1) and (2). SEE A0.0 FOR MORE INFORMATION. *IDF, MPE, ELECTRICAL ROOMS ARE PART OF THIS EXCEPTION AND SPECIFICALLY HAVE NO WINDOWS OR SKYLIGHTS AND CONDITION AIR.
 - CIRCULATION TO GARAGE EXEMPT PER SEC. 16.04.325 (C)(3)
 - TRASH AND RECYCLING, EXEMPT PER SEC. 16.04.325 (C)(6)
 - EXEMPT AREAS INCLUDE UNCOVERED PORCHES AND JULIET BALCONIES PER SEC. 16.04.325 (C)(1); OPEN, COVERED PORCHES WITH COLUMNS LESS THAN 12" WIDE AND OPEN CIRCULATION WITH COLUMNS LESS THAN 12" WIDE PER SEC. 16.04.325 (C)(4)
 - REMAINING 3% EXCLUSION RESERVED FOR FUTURE TENANT STORAGE
- 12,546SF - 7,196SF = 5,350SF

RSGI c/o PBV, Inc.



LEVEL 02 AREA DIAGRAM - R4

BAR architects



H HUNTSHAN

WATRY DESIGN, INC.

11.12.2021

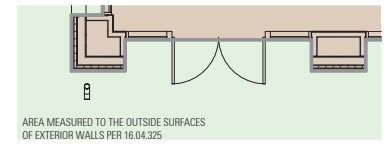


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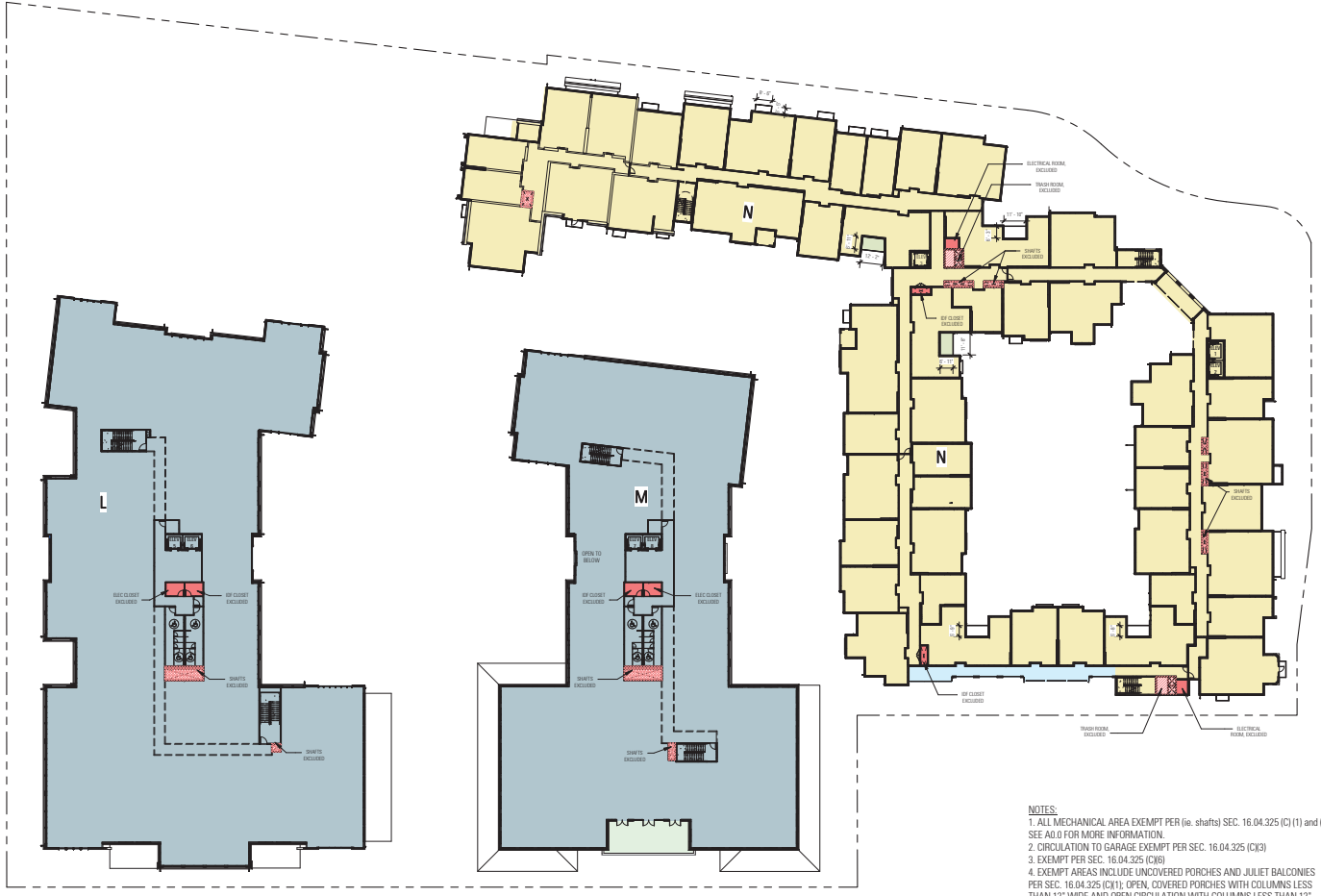
Area Calculations

		Level 3			
L	North Office	Commercial / Office	17,932		
M	South Office	Commercial / Office	30,090		
	Residential	Private Open Space	163		
N	Residential	Residential Units	53,888		
	Residential	Shafts (in unit)	-500	16.04.325 (C) (2)	
	Project	IDF, MPOE, Electrical Room	388	16.04.325 (C) (3) 3M	
	Project	Shafts	531	16.04.325 (C) (3)	
	Project	Trash / Recycle	738	16.04.325 (C) (6)	
			67,992	Total Lvl 3 Office	
			53,888	Total Lvl 3 Residential	
			121,880	1,107	Total GSF Level 3

- Areas**
- Covered Porch/Balcony
 - IDF, Electrical Room
 - Office
 - Residential
 - Shaft
 - Trash/Recycle
 - Residential - Private Open Space
 - Open Space



- NOTES:**
- ALL MECHANICAL AREA EXEMPT PER (ie. shafts) SEC. 16.04.325 (C) (1) and (2). SEE A.D. FOR MORE INFORMATION. *IDF, MPOE, ELECTRICAL ROOMS ARE PART OF THIS EXCEPTION AND SPECIFICALLY HAVE NO WINDOWS OR SKYLIGHTS AND UNCONDITIONED AIR.
 - CIRCULATION TO GARAGE EXEMPT PER SEC. 16.04.325 (C)(3)
 - TRASH AND RECYCLING, EXEMPT PER SEC. 16.04.325 (C)(6)
 - EXEMPT AREAS INCLUDE UNCOVERED PORCHES AND JULIET BALCONIES PER SEC. 16.04.325 (C)(1). OPEN, COVERED PORCHES WITH COLUMNS LESS THAN 12" WIDE AND OPEN CIRCULATION WITH COLUMNS LESS THAN 12" WIDE PER SEC. 16.04.325 (C)(4)
 - REMAINING 3% EXCLUSION RESERVED FOR FUTURE TENANT STORAGE
12,583SF - 8,521SF = 4,062SF



- NOTES:**
- ALL MECHANICAL AREA EXEMPT PER (ie. shafts) SEC. 16.04.325 (C) (1) and (2). SEE A.D. FOR MORE INFORMATION.
 - CIRCULATION TO GARAGE EXEMPT PER SEC. 16.04.325 (C)(3)
 - EXEMPT PER SEC. 16.04.325 (C)(6)
 - EXEMPT AREAS INCLUDE UNCOVERED PORCHES AND JULIET BALCONIES PER SEC. 16.04.325 (C)(1). OPEN, COVERED PORCHES WITH COLUMNS LESS THAN 12" WIDE AND OPEN CIRCULATION WITH COLUMNS LESS THAN 12" WIDE PER SEC. 16.04.325 (C)(4)

STATION 1300

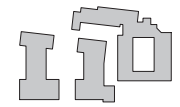
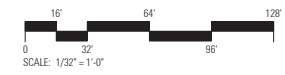
1300 EL CAMINO REAL

Level 3 Area Diagram

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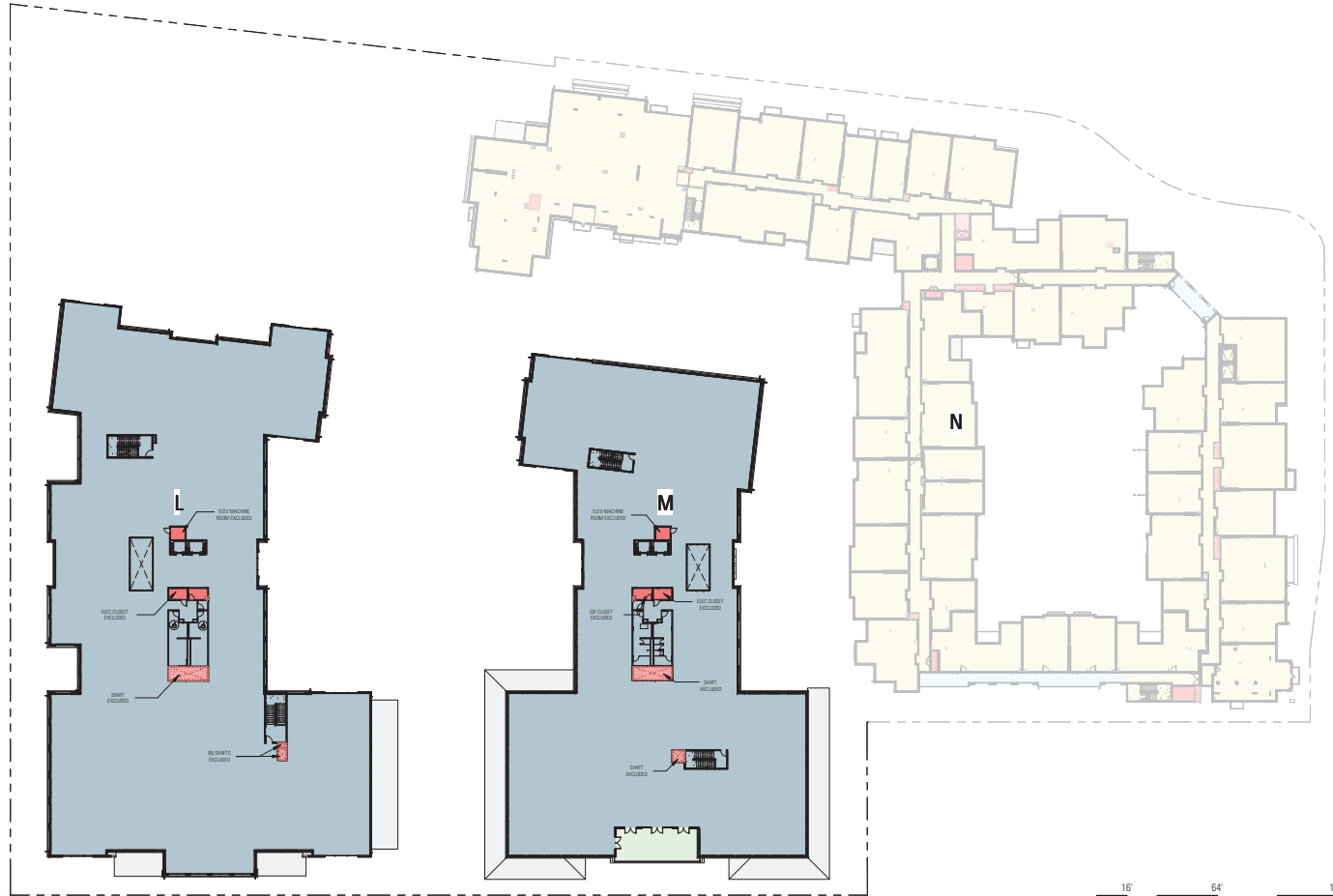


A3.03

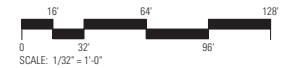
BUILDING	PROGRAM	AREA INCLUDED	AREA EXCLUDED	NOTES
Level 3				
L	North Office	30,362		
M	South Office	30,048		
N	Residential	1,827	583	
	Residential		500	16.04.325 (C) (5)
	Residential		800	16.04.325 (C) (1) (6)
	Residential		800	16.04.325 (C) (8)
	Project		100	16.04.325 (C) (8)
	Project		67,930	Total Lvl 3 Office
	Project		63,822	Total Lvl 3 Residential
	Project		131,752	2,297 Total Area Level 3

Area Shading Legend

- Covered Porch/Balcony
- IDF, ELEC, PLUM, Elevator Control
- Office
- Residential
- Shaft
- Trash/Recycle
- Residential - Private Open Space
- Open Space



- NOTES:**
- ALL MECHANICAL AREA EXEMPT PER (ie. shafts) SEC. 16.04.325 (C) (1) and (2). SEE A1.0 FOR MORE INFORMATION. *IDF, M/POE, ELECTRICAL ROOMS ARE PART OF THIS EXCEPTION AND SPECIFICALLY HAVE NO WINDOWS OR SKYLIGHTS AND CONDITION AIR.
 - CIRCULATION TO GARAGE EXEMPT PER SEC. 16.04.325 (C)(3)
 - TRASH AND RECYCLING, EXEMPT PER SEC. 16.04.325 (C)(6)
 - EXEMPT AREAS INCLUDE UNCOVERED PORCHES AND JULIET BALCONIES PER SEC. 16.04.325 (C)(1); OPEN, COVERED PORCHES WITH COLUMNS LESS THAN 12' WIDE AND OPEN CIRCULATION WITH COLUMNS LESS THAN 12' WIDE PER SEC. 16.04.325 (C)(4)
 - REMAINING 3% EXCLUSION RESERVED FOR FUTURE TENANT STORAGE
- 12,546SF - 7,196SF = 5,350SF



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LEVEL 03 AREA DIAGRAM - R4

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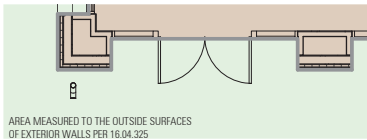
A10

Area Calculations

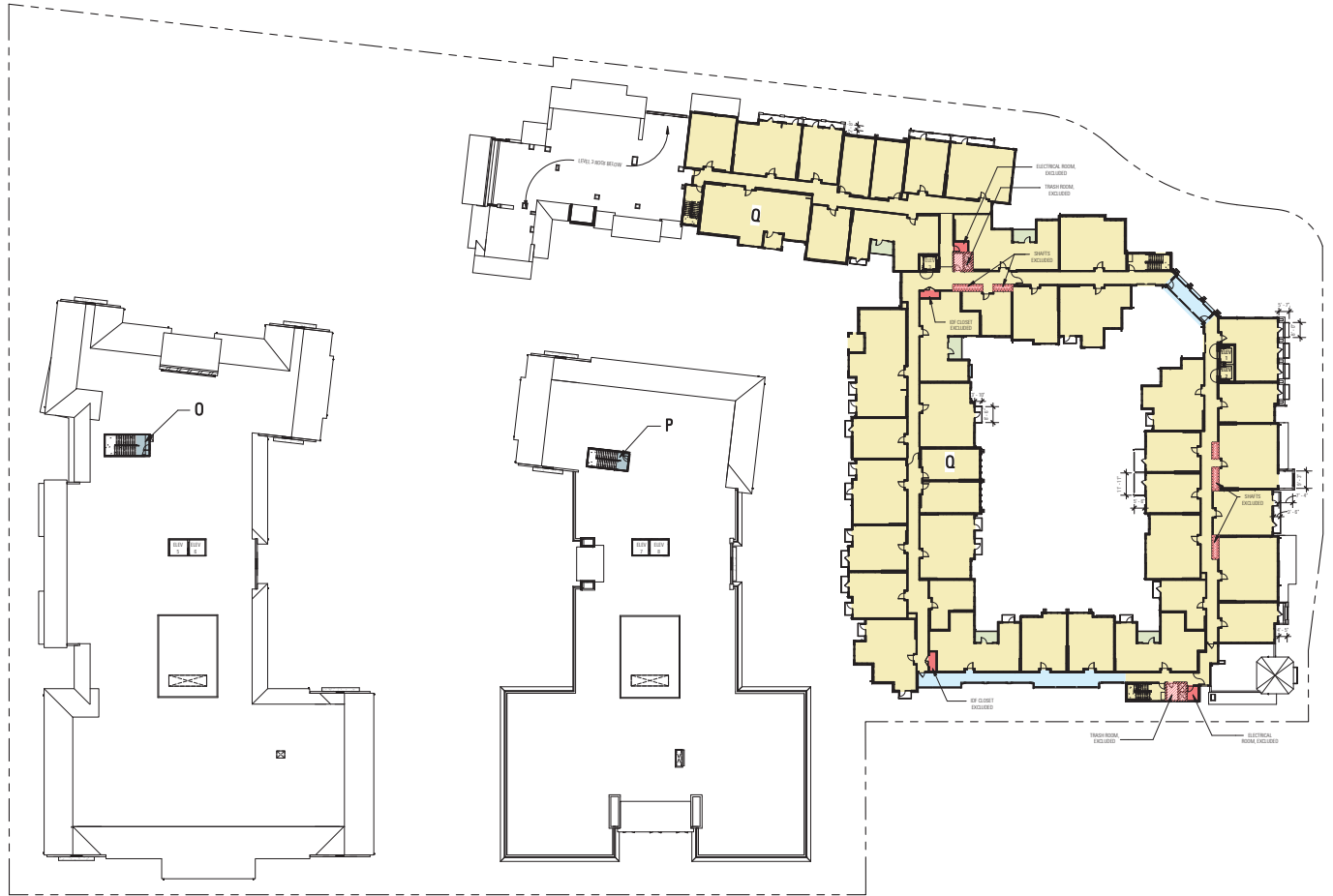
Level 4			
D	North Office	Commercial / Office	62
F	South Office	Commercial / Office	62
	Residential	Private Open Space	373
Q	Residential	Residential Units	43,770
	Residential	Shafts (in units)	-400
	Project	IDF, MPOE, Electrical Room	200
	Project	Shafts	220
	Project	Trash / Recycle	228
		Total Lvl 4 Office	124
		Total Lvl 4 Residential	43,770
		Total GSF Level 4	43,894
			637
			16.04.325 (C) (2)
			16.04.325 (C) (1) (3) (M)
			16.04.325 (C) (5)
			16.04.325 (C) (8)

Areas

- Covered Porch/Balcony
- IDF, Electrical Room
- Office
- Residential
- Shaft
- Trash/Recycle
- Residential - Private Open Space



- NOTES:
1. ALL MECHANICAL AREA EXEMPT PER (ie. shafts) SEC. 16.04.325 (C) (1) and (2). SEE A0 D FOR MORE INFORMATION. *IDF, MPOE, ELECTRICAL ROOMS ARE PART OF THIS EXCEPTION AND SPECIFICALLY HAVE NO WINDOWS OR SKYLIGHTS AND UNCONDITIONED AIR.
 2. CIRCULATION TO GARAGE EXEMPT PER SEC. 16.04.325 (C)(3)
 3. TRASH AND RECYCLING, EXEMPT PER SEC. 16.04.325 (C)(6)
 4. EXEMPT AREAS INCLUDE UNCOVERED PORCHES AND JULIET BALCONIES PER SEC. 16.04.325 (C)(1); OPEN, COVERED PORCHES WITH COLUMNS LESS THAN 12" WIDE AND OPEN CIRCULATION WITH COLUMNS LESS THAN 12" WIDE PER SEC. 16.04.325 (C)(4)
 5. REMAINING 3% ENCLOSURE RESERVED FOR FUTURE TENANT STORAGE
12,583SF - 8,521SF = 4,062SF



STATION 1300

1300 EL CAMINO REAL

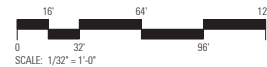
Level 4 Area Diagram

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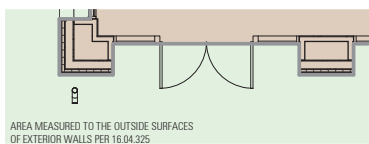
A3.04

Area Calculations

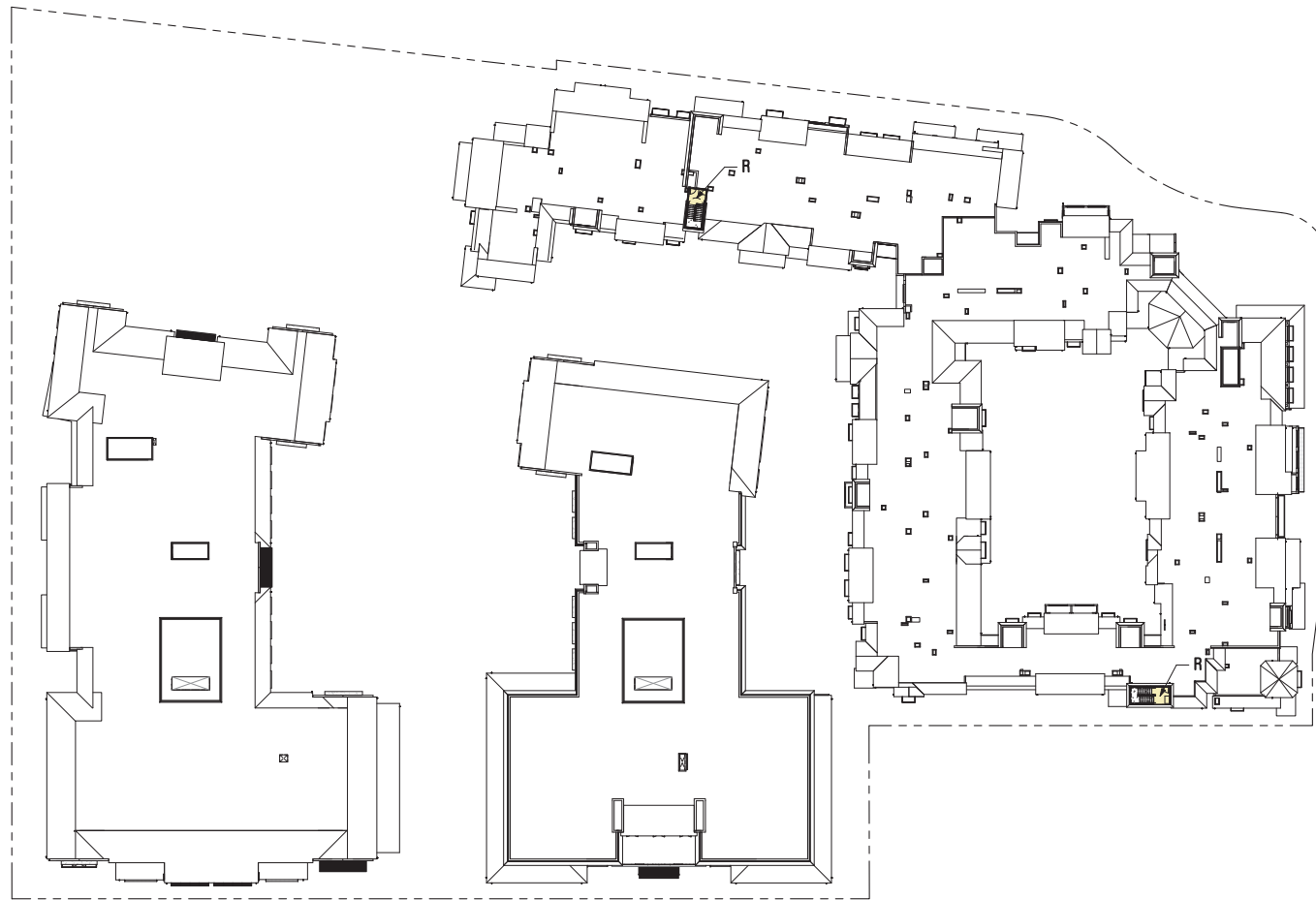
		Level 5		
R	Residential	Residential Units	184	
			184	Total Lvl 5 Residential
			184	Total GSF Level 5

Areas

Residential



- NOTES:
1. ALL MECHANICAL AREA EXEMPT PER (i.e. shafts) SEC. 16.04.325 (C) (1) and (2). SEE A-D FOR MORE INFORMATION. *IDF, MPOE, ELECTRICAL ROOMS ARE PART OF THIS EXCEPTION AND SPECIFICALLY HAVE NO WINDOWS OR SKYLIGHTS AND UNCONDITIONED AIR.
 2. CIRCULATION TO GARAGE EXEMPT PER SEC. 16.04.325 (C)(3)
 3. TRASH AND RECYCLING, EXEMPT PER SEC. 16.04.325 (C)(6)
 4. EXEMPT AREAS INCLUDE UNCOVERED PORCHES AND JULIET BALCONIES PER SEC. 16.04.325 (C)(1); OPEN, COVERED PORCHES WITH COLUMNS LESS THAN 12" WIDE AND OPEN CIRCULATION WITH COLUMNS LESS THAN 12" WIDE PER SEC. 16.04.325 (C)(4)
 5. REMAINING 3% EXCLUSION RESERVED FOR FUTURE TENANT STORAGE
- 12,583SF - 8,521SF = 4,062SF



STATION 1300

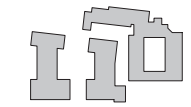
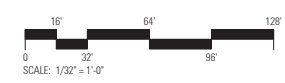
1300 EL CAMINO REAL

Level 5 Area Diagram

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A3.05

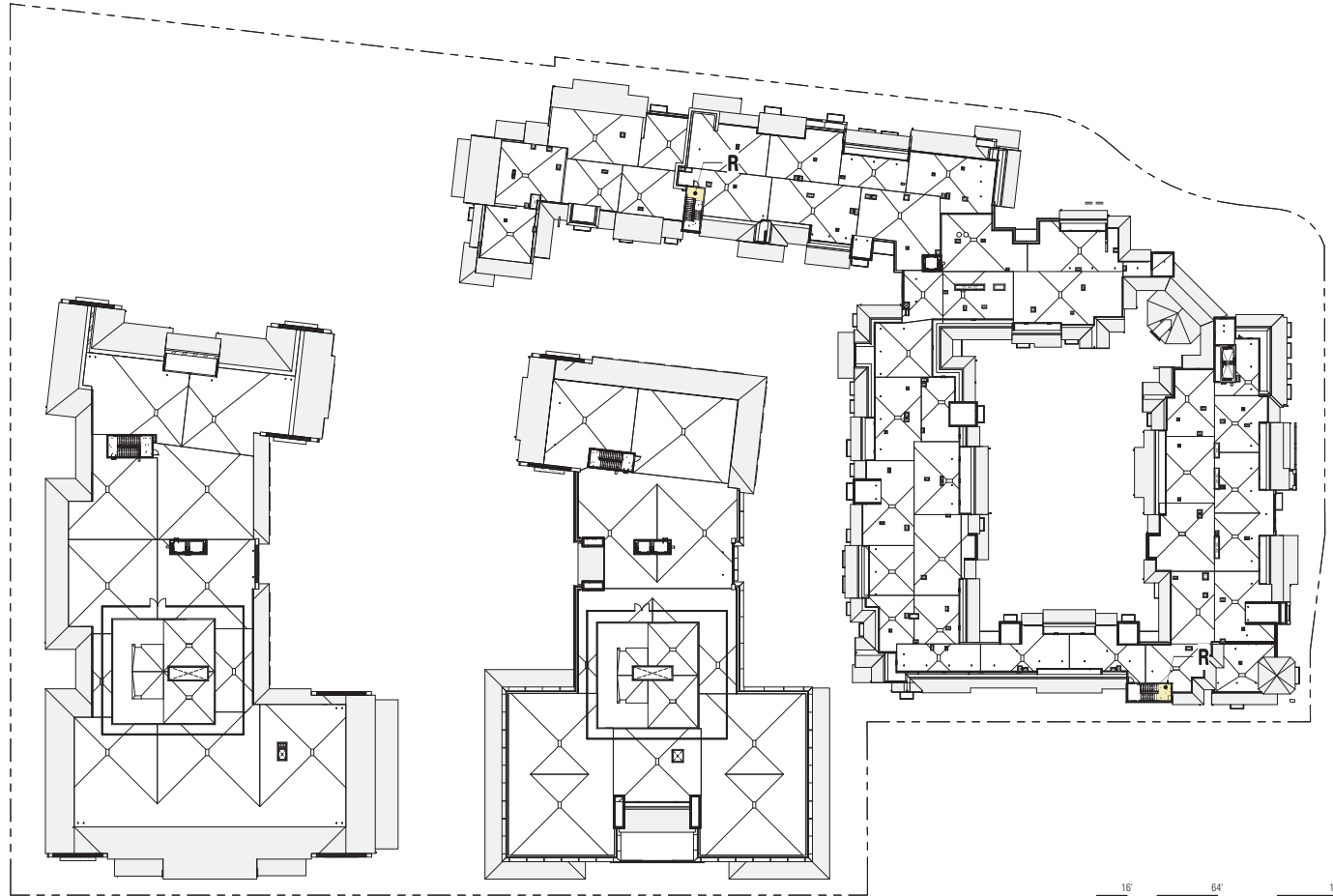
Area Calculations

#	Residential	Residential Units	Area	
			384	Total Lvl 5 Residential
			566	Total GSF Level 5
			399	

NOTE: MINOR CHANGES IN SIZE OF MECHANICAL AREAS DUE TO DESIGN BUILD REDUCES OVERALL RESIDENTIAL GFA BY 56SF - SEE AREA CHART ON SHEET A17

Area Shading Legend

Residential



- NOTES:
1. ALL MECHANICAL AREA EXEMPT PER (ie. shafts) SEC. 16.04.325 (C) (1) and (2). SEE A10 FOR MORE INFORMATION. * IDF, MPE, ELECTRICAL ROOMS ARE PART OF THIS EXCEPTION AND SPECIFICALLY HAVE NO WINDOWS OR SKYLIGHTS AND CONDITION AIR.
 2. CIRCULATION TO GARAGE EXEMPT PER SEC. 16.04.325 (C)(3)
 3. TRASH AND RECYCLING, EXEMPT PER SEC. 16.04.325 (C)(6)
 4. EXEMPT AREAS INCLUDE UNCOVERED PORCHES AND JULIET BALCONIES PER SEC. 16.04.325 (C)(1); OPEN, COVERED PORCHES WITH COLUMNS LESS THAN 12' WIDE AND OPEN CIRCULATION WITH COLUMNS LESS THAN 12' WIDE PER SEC. 16.04.325 (C)(4)
 5. REMAINING 3% EXCLUSION RESERVED FOR FUTURE TENANT STORAGE
12,546SF - 7,196SF = 5,350SF

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LEVEL 05 AREA DIAGRAM - R4

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A10.6

LEVEL B1 total area = 229,961 SF

	Vehicle Parking				ADA Standard Spaces	ADA Van Spaces
	Level 1	Lvl B1	Lvl B2	TOTAL		
Residential Spaces	0	92	137	229	2% (229) = 5	1 for every 8 ADA = 1
Retail (CSU) Spaces At Oak Grove	0	43	0	43	35 to 50 = 7	1 for every 6 ADA = 1
Retail (CSU) Spaces At El Camino Real	0	57	0	57	51 to 75 = 3	1 for every 6 ADA = 1
Office Spaces	0	359	296	645	2% (645) = 13	1 for every 6 ADA = 3
Office Visitor Spaces & Loading	17	0	0	17	1 to 25 = 1	1 for every 6 ADA = 1
	17	551	423	991		

Per Merito Park El Camino Real and Downtown Specific Plan Chapter F Table F2 and CBC Chapter 11A and 11B.

Per Shared Parking Study, 21 retail (CSU) spaces are reserved for retail employees and 79 retail (CSU) spaces are reserved for retail patrons.

	# of Units or SFP Area	Bike Parking Spaces				
		Long Term Required	Short Term Required	Short Term Provided		
RESIDENTIAL	Multi-Family Dwelling Unit with Private Storage for EA Unit	183	1 Space per Unit	210 (at level B1)	1 Space for every 30 Units	22 *
OFFICE	Office	195,277 sf	1 Space for every 5,000 sf	52 (at level B1)	1 Space for every 25,000 sf	16 *
PUBLIC	Community Serving Uses, Retail & Restaurant	28,008 sf	1 Space for every 12,500 sf	4 *	1 Space for every 2,500 sf	14 ** required 28 ** provided
TOTAL				266		78

*1) Bike Parking Spaces on Grada/Podium at various locations



STATION 1300

1300 EL CAMINO REAL

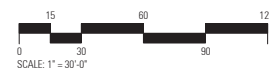
Parking Floor Plan - Level B1

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A2.B1

Vehicle Parking						
	Level 1	Lvl B1	Lvl B2	TOTAL	ADA Standard Spaces	ADA Van Spaces
General Parking	15	522	405	942	2% = 15	1 for every 6 ADA = 5

Per Merito Park Et Camino Real and Downtown Specific Plan Chapter F Table F2 and CBC Chapter 11A and 11B.

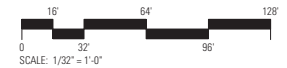
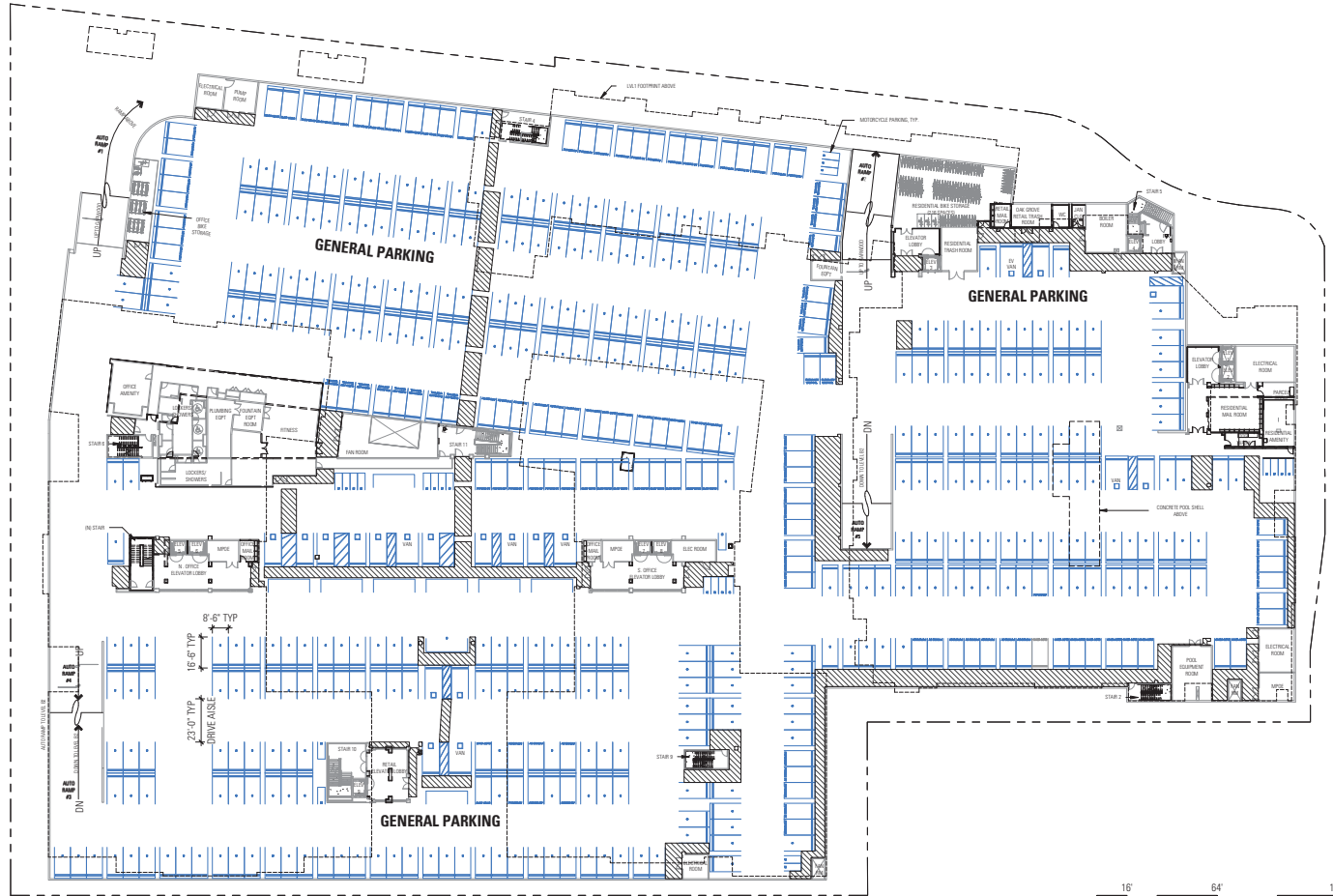
10 tandem spaces not included in total parking count and are reserved parking.

Bike Parking Spaces						
	# of Units or SQFT Area	Long Term Required	Long Term Provided	Short Term Required	Short Term Provided	
RESIDENTIAL	Multi-Family Dwelling Limit w/o Private Garage for EA Limit	183	1 Space per Unit	210 (at level B1)	1 Space for every 10 Units	22 *
OFFICE	Office	193,054 sq ft	1 Space for every 5,000 sq ft	52 (at level B1)	1 Space for every 20,000 sq ft	16 *
RETAIL	Community Serving Uses, Retail & Restaurant	25,049 sq ft	1 Space for every 12,000 sq ft	4 *	1 Space for every 2,000 sq ft	13 * required 26 * provided
TOTAL				266		78

(*) Bike Parking Spaces on Grade/Podium at various locations

Parking Legend

General Parking



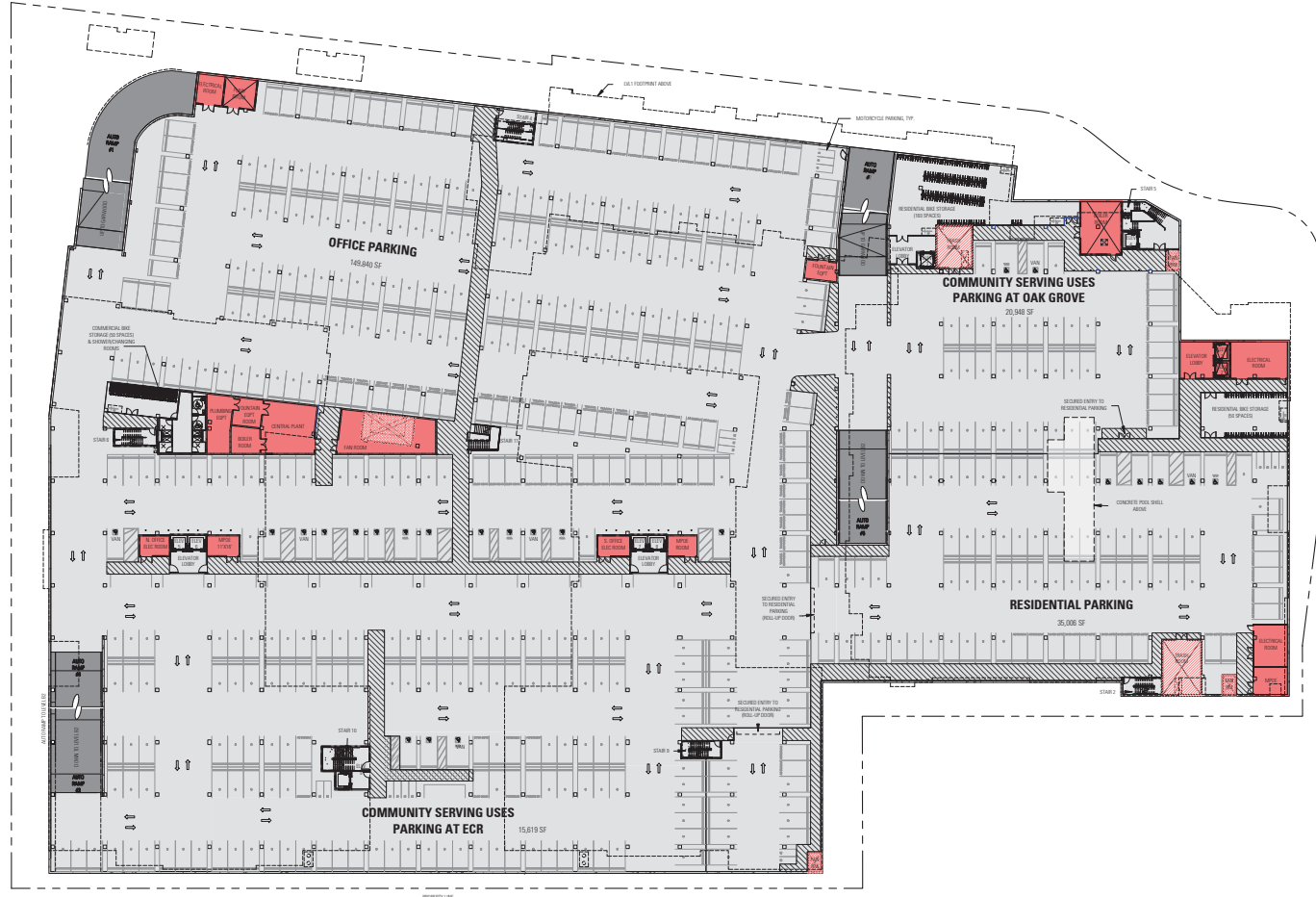
Area Calculations

Basement 1			
North Office	IDF, MPOE, Electrical Room	4,218	16.04.325 (C) (1) (3) (8)
North Office	Central Plant, Fan Room	2,485	16.04.325 (C) (2) (3)
South Office	Parking Related Circulation	221,413	16.04.325 (C) (3)
Residential	Shafts	702	16.04.325 (C) (3)
Residential	Trash/Recycle	8,899	16.04.325 (C) (6)
		225,961	Total GSF Level B1

Areas

- Parking Related Circulation
- Shaft
- Trash/Recycle
- Mechanical

- NOTES:
1. ALL MECHANICAL AREA EXEMPT PER (ie. shafts) SEC. 16.04.325 (C) (1) and (2). SEE A010 FOR MORE INFORMATION. *IDF, MPOE, ELECTRICAL ROOMS ARE PART OF THIS EXCEPTION AND SPECIFICALLY HAVE NO WINDOWS OR SKYLIGHTS AND CONDITION AIR.
 2. CIRCULATION TO GARAGE EXEMPT PER SEC. 16.04.325 (C)(3)
 3. TRASH AND RECYCLING, EXEMPT PER SEC. 16.04.325 (C)(6)
 4. EXEMPT AREAS INCLUDE UNCOVERED PORCHES AND JULIET BALCONIES PER SEC. 16.04.325 (C)(1); OPEN, COVERED PORCHES WITH COLUMNS LESS THAN 12" WIDE AND OPEN CIRCULATION WITH COLUMNS LESS THAN 12" WIDE PER SEC. 16.04.325 (C)(4)
 5. REMAINING 3% EXCLUSION RESERVED FOR FUTURE TENANT STORAGE
12,583SF - 8,521SF = 4,062SF



STATION 1300

1300 EL CAMINO REAL

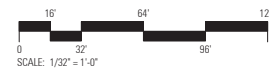
Parking Level B1 Area Diagram

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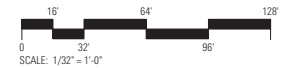
A3.B1

BUILDING	PROGRAM	AREA INCLUDED	AREA EXCLUDED	NOTES
Garage	OV, MPDE, Electrical Room	5,302	16.04.325 (C) (1) and (2)	
	Central Plant, Fan Room	2,302	16.04.325 (C) (2) 1%	
Garage	Parking Related Circulation	725,299	16.04.325 (C) (3)	
Offices	Women Center (incl Office Amenity)	1,346		
Offices	Locker Rooms	771	716	
Offices	Locker Rooms (Phoneline)	124		
Offices	Mail Room (South Office)	125		
Offices	Mail Room (North Office)	147	16.04.325 (C) (3)	
Garage	Shafts	216		
Garage	WC & Bath/Walk Closet	781	16.04.325 (C) (3)	
Residential	Trash/Recycle (Residential)	1,236		
Residential	Mail Rooms (Residential)	1,771		
Residential	Dog Wash Area (Residential)	229		
Residential	Amenities (Residential)	4,821		
		4,821	Total (of B1 Office)	
		2,458	Total (of B1 Residential)	
		6,509	223,412 Total Area Level B1	

Area Shading Legend

- Parking Related Circulation
- Shaft
- Trash/Recycle
- Mechanical
- Mail Room
- Office Amenity
- Residential Amenity
- Area of Previous Shower/
Changing Rooms to be
Exempted from GFA

- NOTES:**
1. ALL MECHANICAL AREA EXEMPT PER (ie. shafts) SEC. 16.04.325 (C) (1) and (2). SEE A.D.0 FOR MORE INFORMATION. *OV, MPDE, ELECTRICAL ROOMS ARE PART OF THIS EXCEPTION AND SPECIFICALLY HAVE NO WINDOWS OR SKYLIGHTS AND CONDITION AIR.
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 3. TRASH AND RECYCLING, EXEMPT PER SEC. 16.04.325 (C)(6)
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 5. REMAINING 3% EXCLUSION RESERVED FOR FUTURE TENANT STORAGE
- 12,546SF - 7,196SF = 5,350SF



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PARKING LEVEL B1 AREA DIAGRAM - R4

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A15

Area Calculations

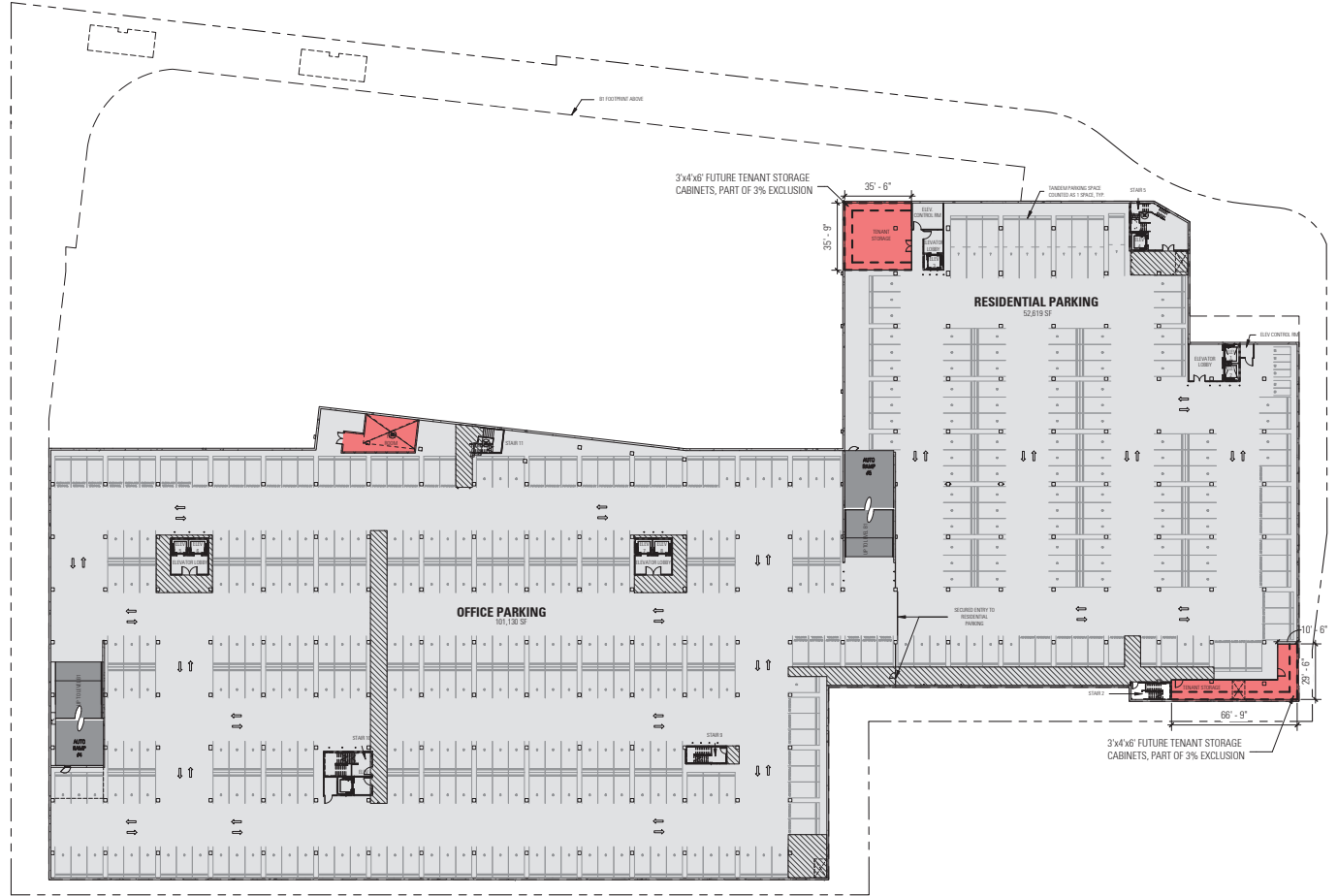
Equipment 2			
Garage	Tenant Storage	2,300	16.04.325 (C) (1) 3M
Garage	Central Plant, Fan Room	575	16.04.325 (C) (2) 1M
Garage	Parking Related Circulation	153,749	16.04.325 (C) (3)
	Total GSF Level B2	156,754	

Areas

- Parking Related Circulation
- Mechanical
- Tenant Storage

NOTES:

1. ALL MECHANICAL AREA EXEMPT PER (ie. shafts) SEC. 16.04.325 (C) (1) and (2). SEE A0.0 FOR MORE INFORMATION. *IDF, MPOE, ELECTRICAL ROOMS ARE PART OF THIS EXCEPTION AND SPECIFICALLY HAVE NO WINDOWS OR SKYLIGHTS AND UNCONDITION AIR.
2. CIRCULATION TO GARAGE EXEMPT PER SEC. 16.04.325 (C)(3)
3. TRASH AND RECYCLING, EXEMPT PER SEC. 16.04.325 (C)(6)
4. EXEMPT AREAS INCLUDE UNCOVERED PORCHES AND JULIET BALCONIES PER SEC. 16.04.325 (C)(1); OPEN, COVERED PORCHES WITH COLUMNS LESS THAN 12" WIDE AND OPEN CIRCULATION WITH COLUMNS LESS THAN 12" WIDE PER SEC. 16.04.325 (C)(4)
5. REMAINING 3% EXCLUSION RESERVED FOR FUTURE TENANT STORAGE
12,583SF - 8,521SF = 4,062SF



STATION 1300

1300 EL CAMINO REAL

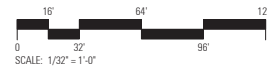
Parking Level B2 Area Diagram

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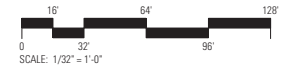
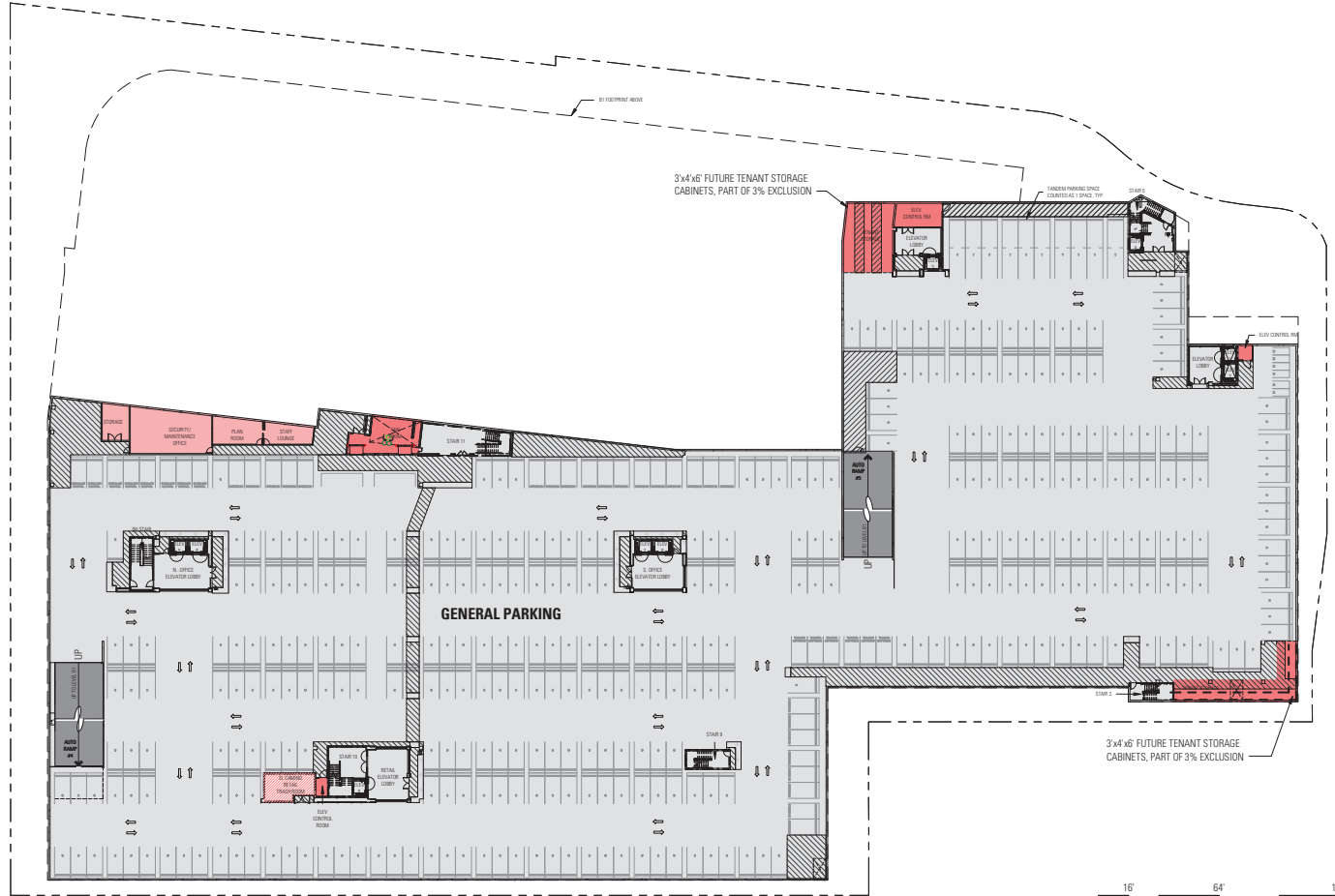
A3.B2

BUILDING	PROGRAM	AREA INCLUDED	AREA EXCLUDED	NOTES
Storage	Tenant Storage	1,000	10,04,325 (C) (1) and (2)	
Storage	Storage Exhaust, Control Rooms	4,243	10,04,325 (C) (2) 1%	
Storage	Parking Related Circulation	153,816	10,04,325 (C) (3)	
Storage	Tenant & Retail Storage	266	10,04,325 (C) (3)	
Project	Engineer/Security/Staff (EM/Sec)	206		
Project	Engineer/Security/Staff (Residential)	833		Special working entire bldg, allocated based on % per area residential 48%, Office 48% and CSU 4%
Project	Engineer/Security/Staff (CSU)	104		
Project	Storage Room (Office)	138		
Project	Storage Room (Residential)	144		
Project	Storage Room (CSU)	18		
		937	Total Lot B2 Office	
		979	Total Lot B2 Residential	
		132	Total Lot B2 CSU	
		2,006	157,463 Total Area Level B2	

Area Shading Legend

- Parking Related Circulation
- Trash/Recycle
- Mechanical
- Tenant Storage
- Staff Lounge & Offices

- NOTES:**
- ALL MECHANICAL AREA EXEMPT PER (ie. shafts) SEC. 16.04.325 (C) (1) and (2). SEE AD 0 FOR MORE INFORMATION. * IDF, MPOE, ELECTRICAL ROOMS ARE PART OF THIS EXCEPTION AND SPECIFICALLY HAVE NO WINDOWS OR SKYLIGHTS AND UNCONDITION AIR.
 - CIRCULATION TO GARAGE EXEMPT PER SEC. 16.04.325 (C)(3)
 - TRASH AND RECYCLING, EXEMPT PER SEC. 16.04.325 (C)(6)
 - EXEMPT AREAS INCLUDE UNCOVERED PORCHES AND JULIET BALCONIES PER SEC. 16.04.325 (C)(1), OPEN, COVERED PORCHES WITH COLUMNS LESS THAN 12" WIDE AND OPEN CIRCULATION WITH COLUMNS LESS THAN 12" WIDE PER SEC. 16.04.325 (C)(4)
 - REMAINING 3% EXCLUSION RESERVED FOR FUTURE TENANT STORAGE
12,546SF - 7,196SF = 5,350SF



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PARKING LEVEL B2 AREA DIAGRAM - R4

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A16

BUILDING	PROGRAM	AREA INCLUDED	AREA EXCLUDED	NOTES
Basement 2				
Garage	Tenant Storage		2,330	16.04.325 (C) (1) 3%
Garage	Central Plant, Fan Room		675	16.04.325 (C) (2) 1%
Garage	Parking Related Circulation		153,749	16.04.325 (C) (3)
			156,754	Total GSF Level B2
Basement 1				
North Office	IDF, MPOE, Electrical Room		4,238	16.04.325 (C) (1) 3%
North Office	Central Plant, Fan Room		2,488	16.04.325 (C) (2) 1%
South Office	Parking Related Circulation		221,413	16.04.325 (C) (3)
Residential	Shafts		702	16.04.325 (C) (5)
Residential	Trash/Recycle		1,120	16.04.325 (C) (6)
			229,961	Total GSF Level B1
Level 1				
A North Office	Community Serving Uses		5,766	
B North Office	Commercial / Office		26,638	
B.1 North Office	Flexible Space		4,051	
C South Office	Community Serving Uses		5,577	
D South Office	Commercial / Office		22,115	
D.1 South Office	Flexible Space		6,349	
E Residential	Community Serving Uses		7,257	
Residential	Private Open Space			5,653 16.04.325 (C) (4)
F Residential	Residential Units		47,141	
Residential	Shafts (in unit)			350 16.04.325 (C) (5)
Project	IDF, MPOE, Electrical Room			635 16.04.325 (C) (1) 3%
Project	Shafts			530 16.04.325 (C) (5)
Project	Trash / Recycle			1,034 16.04.325 (C) (6)
Site	Parking Related Circulation			4,990 16.04.325 (C) (3)
G Site	Public Bathroom		163	
H Site	Electrical Room / Generators		364	
			59,153	Total Lvl 1 Office
			47,141	Total Lvl 1 Residential
			18,600	Total Lvl 1 CSU
			527	Total Lvl 1 Site
			125,421	Total GSF Level 1
Level 2				
I North Office	Commercial / Office		39,436	
J South Office	Commercial / Office		33,784	
Residential	Private Open Space			1,696
K Residential	Residential Units		54,048	
Residential	shafts (in unit)			500 16.04.325 (C) (5)
Project	IDF, MPOE, Electrical Room			549 16.04.325 (C) (1) 3%
Project	Shafts			671 16.04.325 (C) (5)
Project	Trash / Recycle			226 16.04.325 (C) (6)
			73,220	Total Lvl 2 Office
			54,048	Total Lvl 2 Residential
			127,268	Total GSF Level 2

*IDF, MPOE, Electrical Rooms are part of the 3% exception per 16.04.325 (C) and specifically have no windows or skylights and unconditioned air.

*Remaining 3% exclusion reserved for future tenant storage 12,583SF - 8,521SF = 4,062SF

BUILDING	PROGRAM	AREA INCLUDED	AREA EXCLUDED	NOTES
Level 3				
L North Office	Commercial / Office		37,932	
M South Office	Commercial / Office		30,060	
Residential	Private Open Space			163
N Residential	Residential Units		53,888	
Residential	shafts (in unit)			500 16.04.325 (C) (5)
Project	IDF, MPOE, Electrical Room			549 16.04.325 (C) (1) 3%
Project	Shafts			671 16.04.325 (C) (5)
Project	Trash / Recycle			224 16.04.325 (C) (6)
			67,992	Total Lvl 3 Office
			53,888	Total Lvl 3 Residential
			121,880	Total GSF Level 3
Level 4				
O North Office	Commercial / Office		62	
P South Office	Commercial / Office		62	
Residential	Private Open Space			373
Q Residential	Residential Units		43,770	
Residential	shafts (in unit)			400 16.04.325 (C) (5)
Project	IDF, MPOE, Electrical Room			220 16.04.325 (C) (1) 3%
Project	Shafts			220 16.04.325 (C) (5)
Project	Trash / Recycle			224 16.04.325 (C) (6)
			124	Total Lvl 4 Office
			43,770	Total Lvl 4 Residential
			43,894	Total GSF Level 4
Level 5				
R Residential	Residential Units		184	
			184	Total Lvl 5 Residential
			184	Total GSF Level 5
GFA				
			418,120	Gross SF Total
			200,489	Office GFA
			48%	% Office GFA
			199,031	Residential GFA
			18,600	CSU GFA
			3,163	16.04.325 (C) (2) 1%
			6,191	16.04.325 (C) (1) 3%
			6,353	Reserved for future Tenant Storage
Open Space				
S Office Plaza, Oak Grove Plaza	Public Open Space		91,724	
T Residential	Common Open Space		31,150	
U Residential	Private Open Space		7,885	
V Project	Trash / Recycle			1,034 16.04.325 (C) (6)
			131,793	Total Open Space

*If the 2,500SF of Retail Office is used as Office, then proposed Office 2,500SF + 200,489 SF = 202,989 SF still < the Max Allowed, 209,109

STATION 1300

1300 EL CAMINO REAL

Area Chart

BAR architects

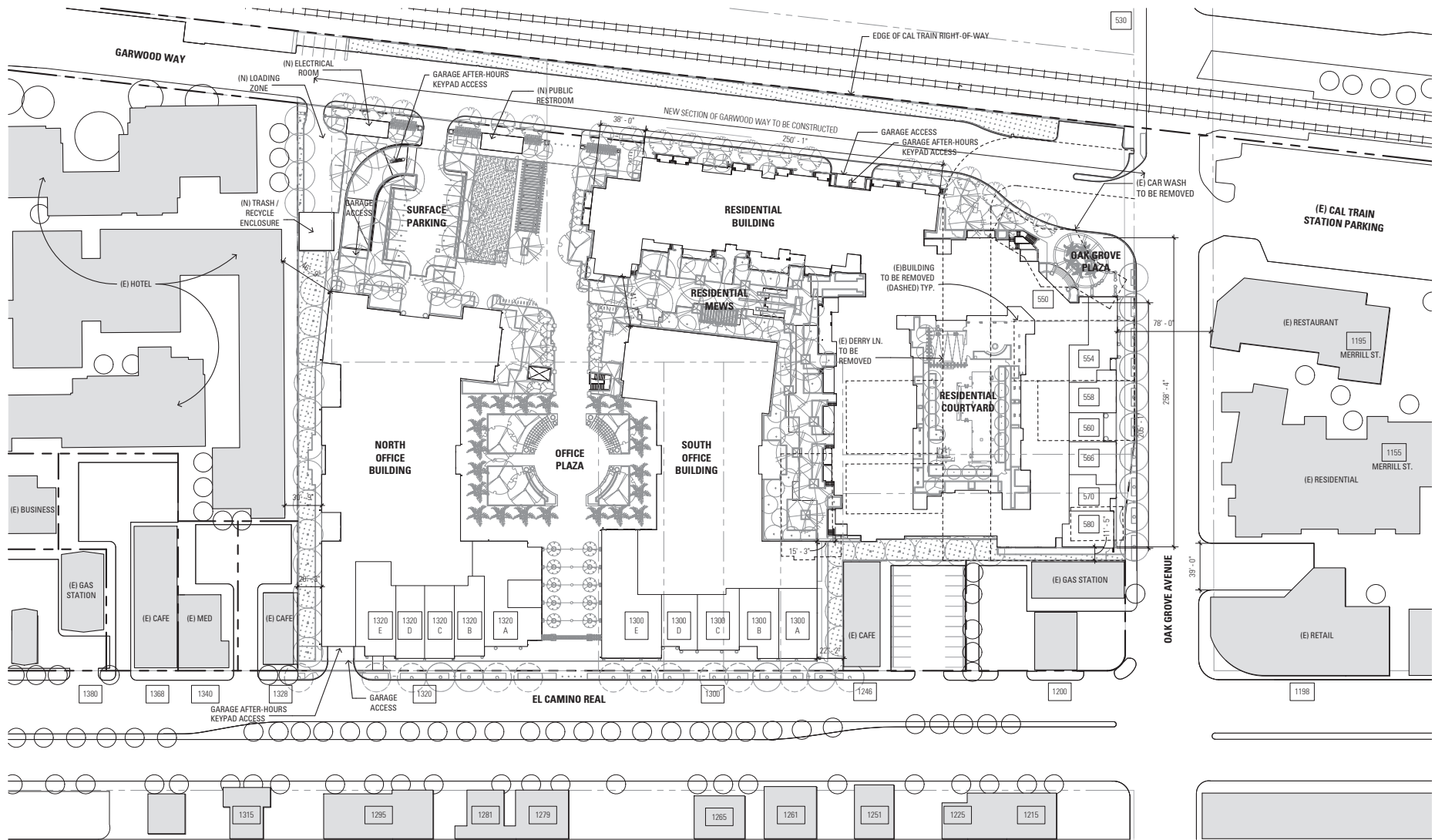
901 Battery Street, Suite 300 | San Francisco, CA 94111 415 293 5700 | www.bararch.com

12060

1/10/2017



A3.00



STATION 1300

1300 EL CAMINO REAL

Area Plan - 1300 El Camino Real

BARarchitects

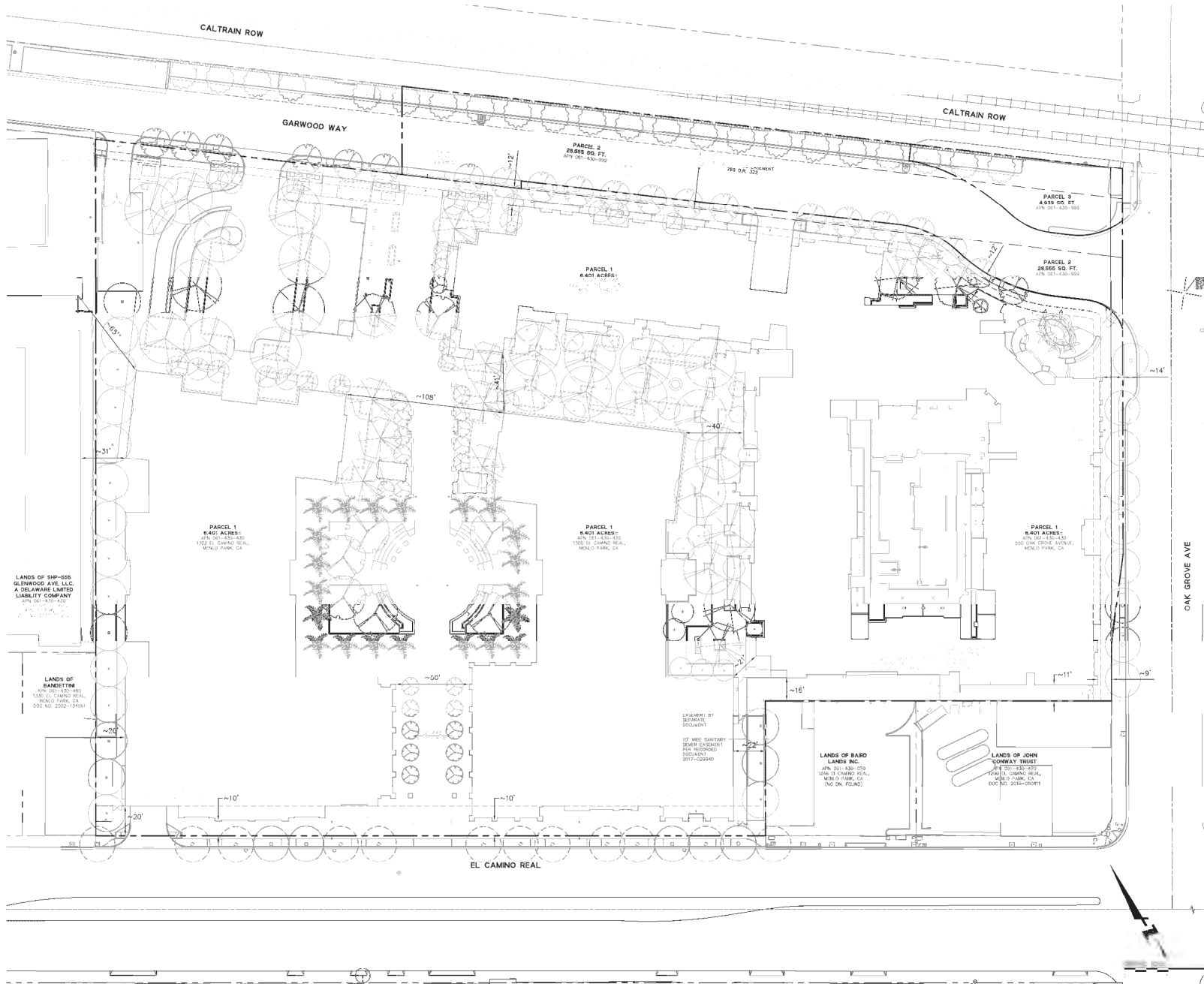
901 Battery Street, Suite 300 | San Francisco, CA 94111 415 293 5700 | www.bararch.com

12060

1/10/2017

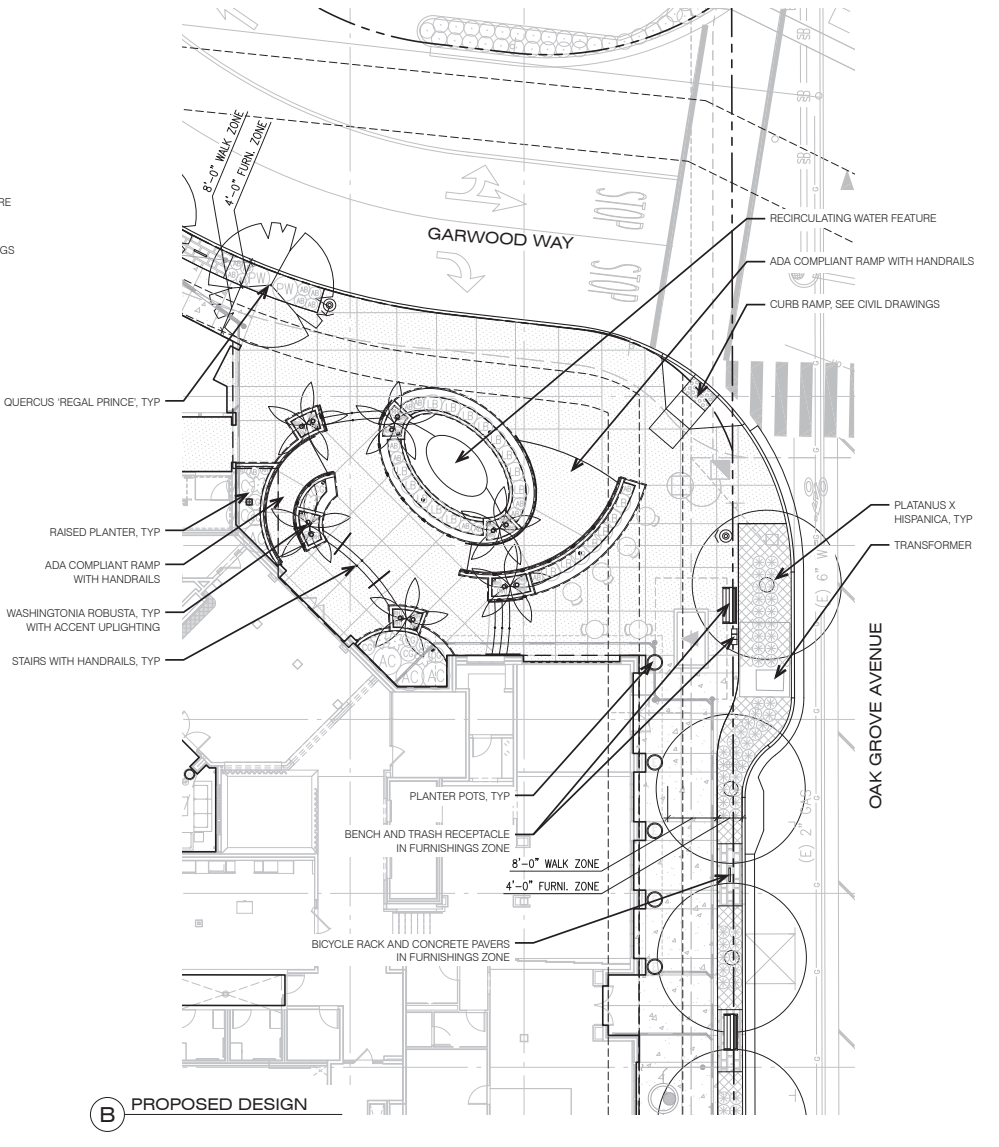
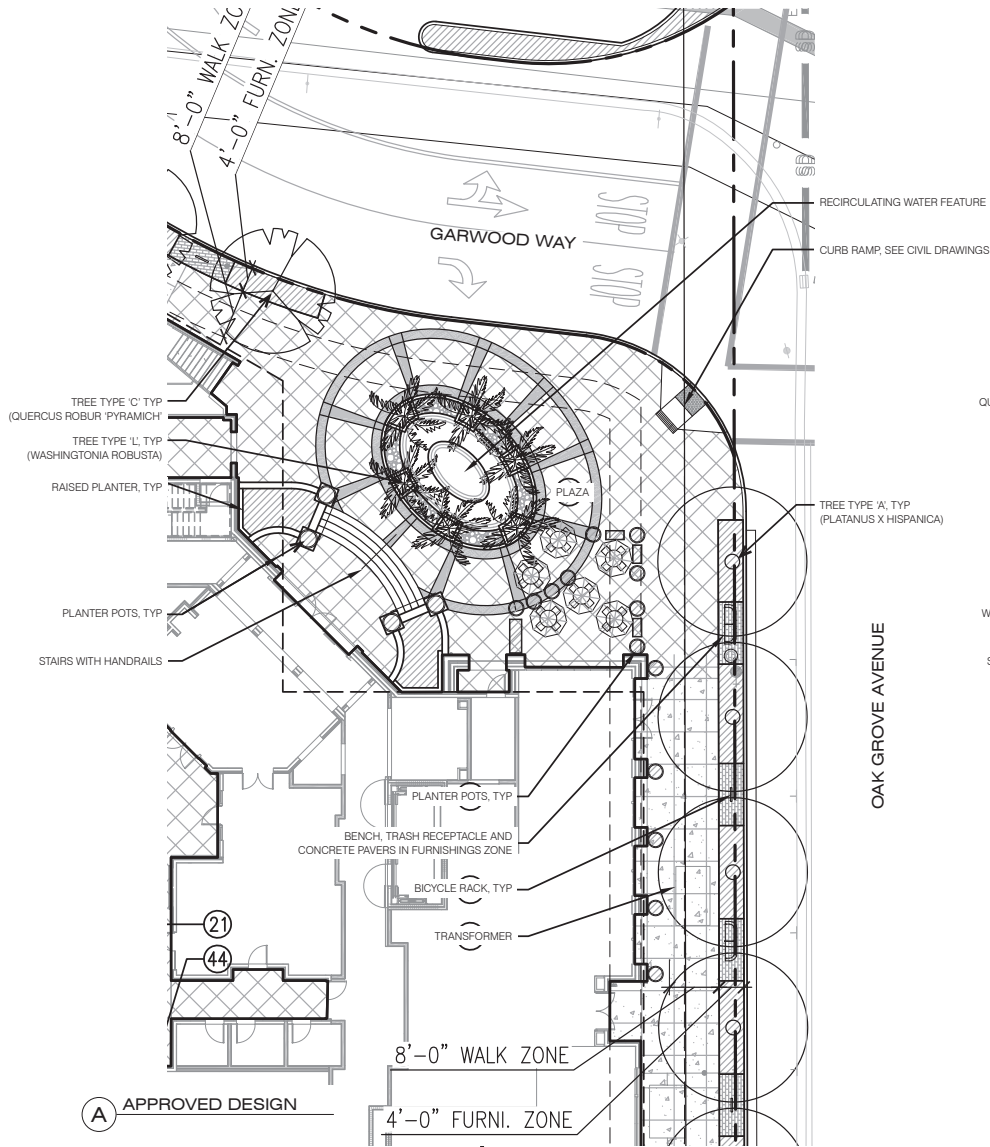


A1.1



- TREE LEGEND - ONSITE**
- BUTTERFLY JAPANESE MAPLE
 - CORAL BARK JAPANESE MAPLE
 - BIG LEAF MAPLE (CA NATIVE)
 - SKYMASTER OAK
 - LIVE OAK (CA NATIVE)
 - MEXICAN FAN PALM (SKINNED TRUNK)
 - FERN PINE
 - PEPPERMINT TREE
 - CALIFORNIA LILAC (CA NATIVE)
 - MAIDENHAIR TREE
 - SPECIMEN LIVE OAK (CA NATIVE)
 - MEXICAN FAN PALM (SKINNED TRUNK)
- TREE LEGEND - OFFSITE**
- LONDON PLANE
 - EXISTING TREE

SPRINGLINE AREA PLAN
SCALE 1" = 30'



STATION 1300

1300 EL CAMINO REAL

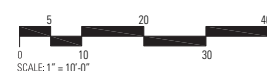
Oak Grove Plaza Revisions

7/10/2016 4:21:01 PM C:\01\1300\Station 1300_Garwood - Comm\main\skt



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08/12/2021



L-8.0



Artist rendering not exact representation of architecture, provided to show look and feel of the project.

STATION 1300

1300 EL CAMINO REAL

2017 ENTITLEMENT SET
Perspective Rendering - Residential Entry Oak Grove

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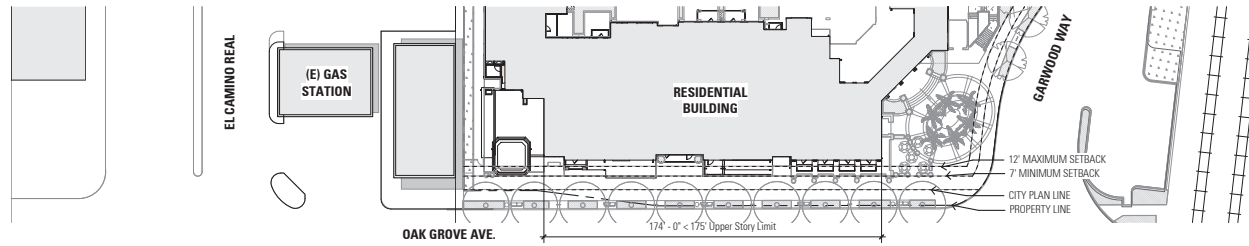
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1/10/2017







2
A5.02
STREETSCAPE PLAN - OAK GROVE - LEVEL 4
1/32" = 1'-0"



1
A5.02
STREETSCAPE ELEVATION - OAK GROVE
1/32" = 1'-0"

STATION 1300

1300 EL CAMINO REAL

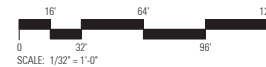
Streetscape at Oak Grove

BAR architects

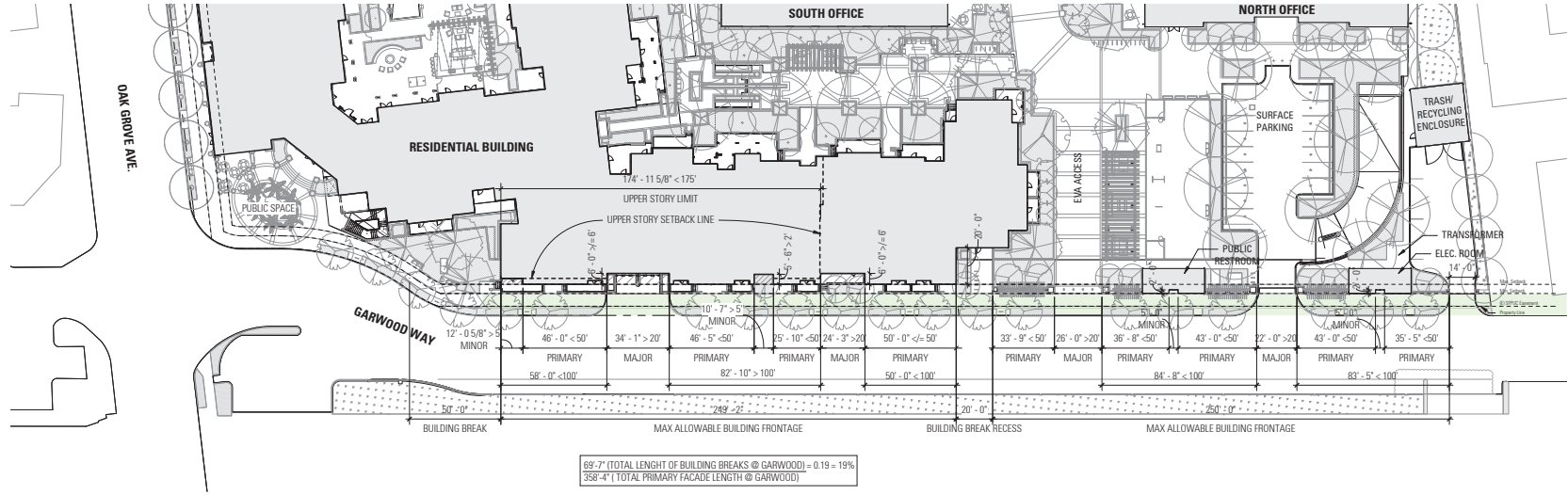
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1/10/2017



A5.02



2 PARTIAL FLOOR PLAN - RESIDENTIAL LEVEL 1 @ GARWOOD
A5.03 1/32" = 1'-0"



1 STREETSCAPE ELEVATION - GARWOOD
A5.03 1/32" = 1'-0"

STATION 1300

1300 EL CAMINO REAL

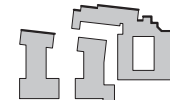
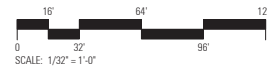
Streetscape at Garwood

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1/10/2017



A5.03



2 SOUTH ELEVATION (FACING OAK GROVE)
 A18 1/16" = 1'-0"

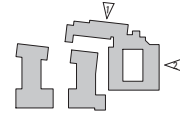


1B EAST ELEVATION B (FACING GARWOOD)
 A18 1/16" = 1'-0"



1A EAST ELEVATION A (FACING GARWOOD)
 A18 1/16" = 1'-0"

RSGI c/o PBV, Inc.

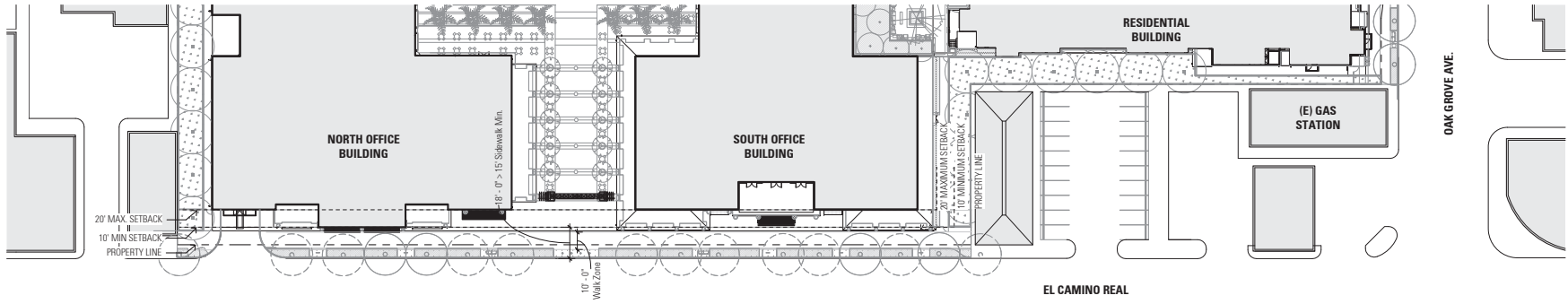


STREETScape - R4



11.12.2021

A18



2
A5.01 / 1/32" = 1'-0"

STREETSCAPE PLAN - EL CAMINO REAL - UPPER STORY



1
A5.01 / 1/32" = 1'-0"

STREETSCAPE ELEVATION - EL CAMINO REAL

STATION 1300

1300 EL CAMINO REAL

Streetscape at El Camino Real

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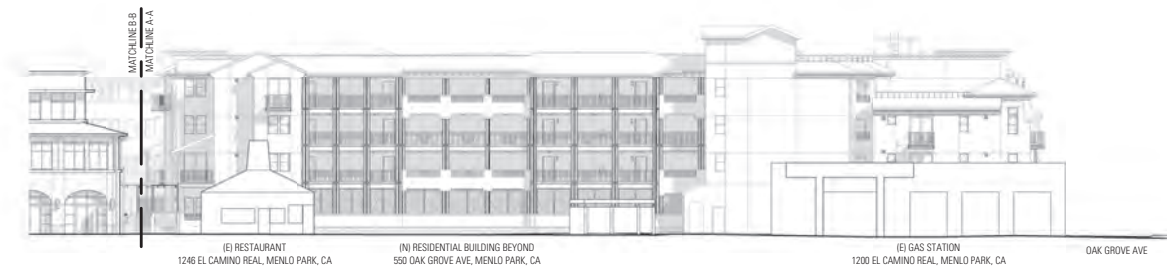


A5.01



**WEST ELEVATION B
(FACING EL CAMINO REAL)**

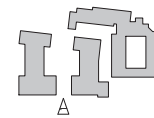
1B
A19
1/16" = 1'-0"



**WEST ELEVATION A
(FACING EL CAMINO REAL)**

1A
A19
1/16" = 1'-0"

RSGI c/o PBV, Inc.



STREETSCAPE - R4



WATRY DESIGN, INC.

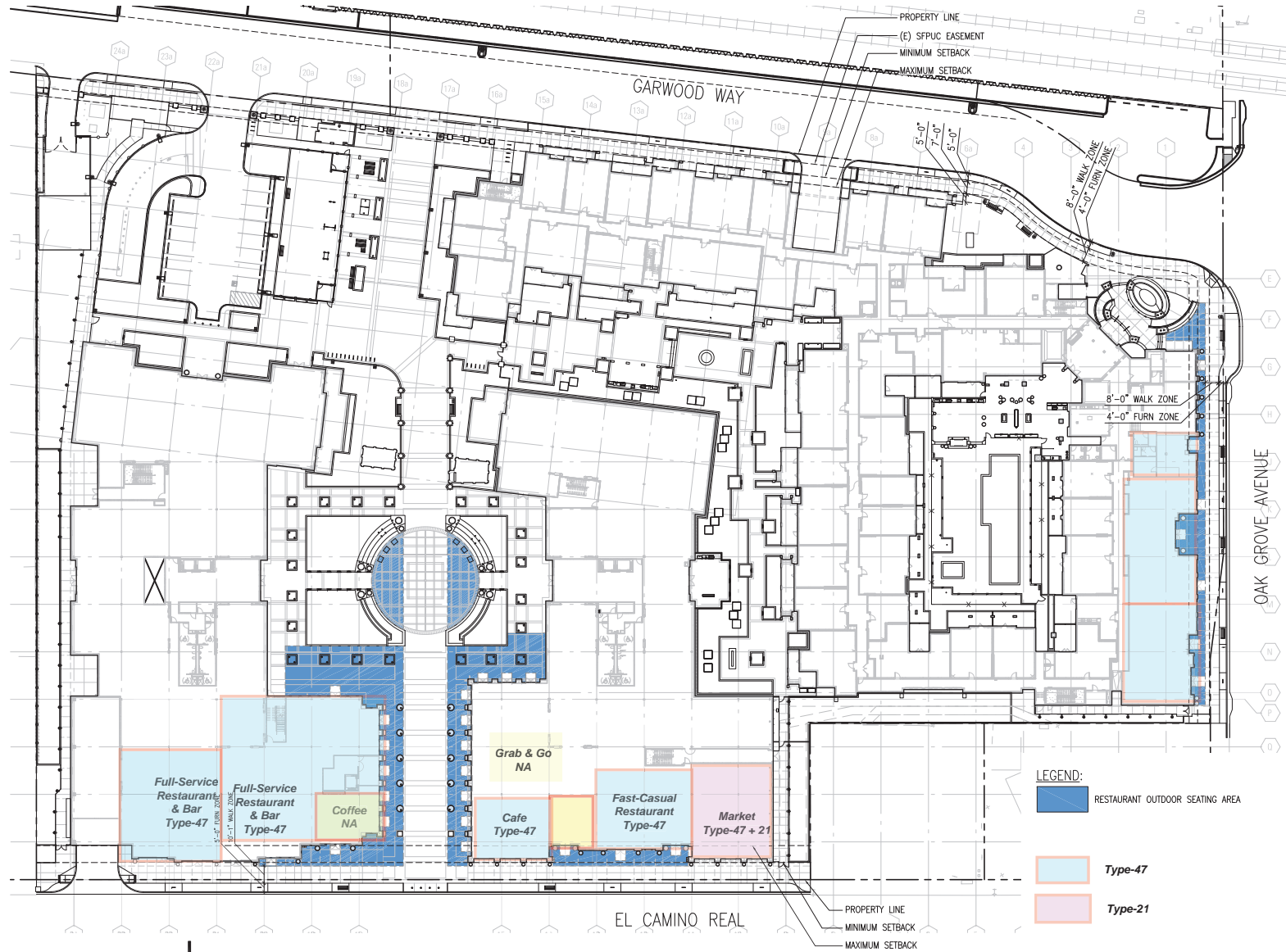


11.12.2021

A19

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Springline
Anticipated Retail Mix as
of August 2021



- Cafe Type-47
- Taproom Type-47
- Fast-Casual Restaurant Type-47

- LEGEND:
- RESTAURANT OUTDOOR SEATING AREA
 - Type-47
 - Type-21

SPRINGLINE

1300 EL CAMINO REAL

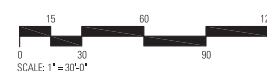
Outdoor Seating Plan

7/10/2018 4:21:01 PM C:\01\1300 El Camino Real\Comm\main.dwg



12060

07/28/2021



L-6.0

© 2015 BAR architects. All rights reserved. Station 1300, El Camino Real, Menlo Park, CA. Prepared by: [Name], Project No. [Number].

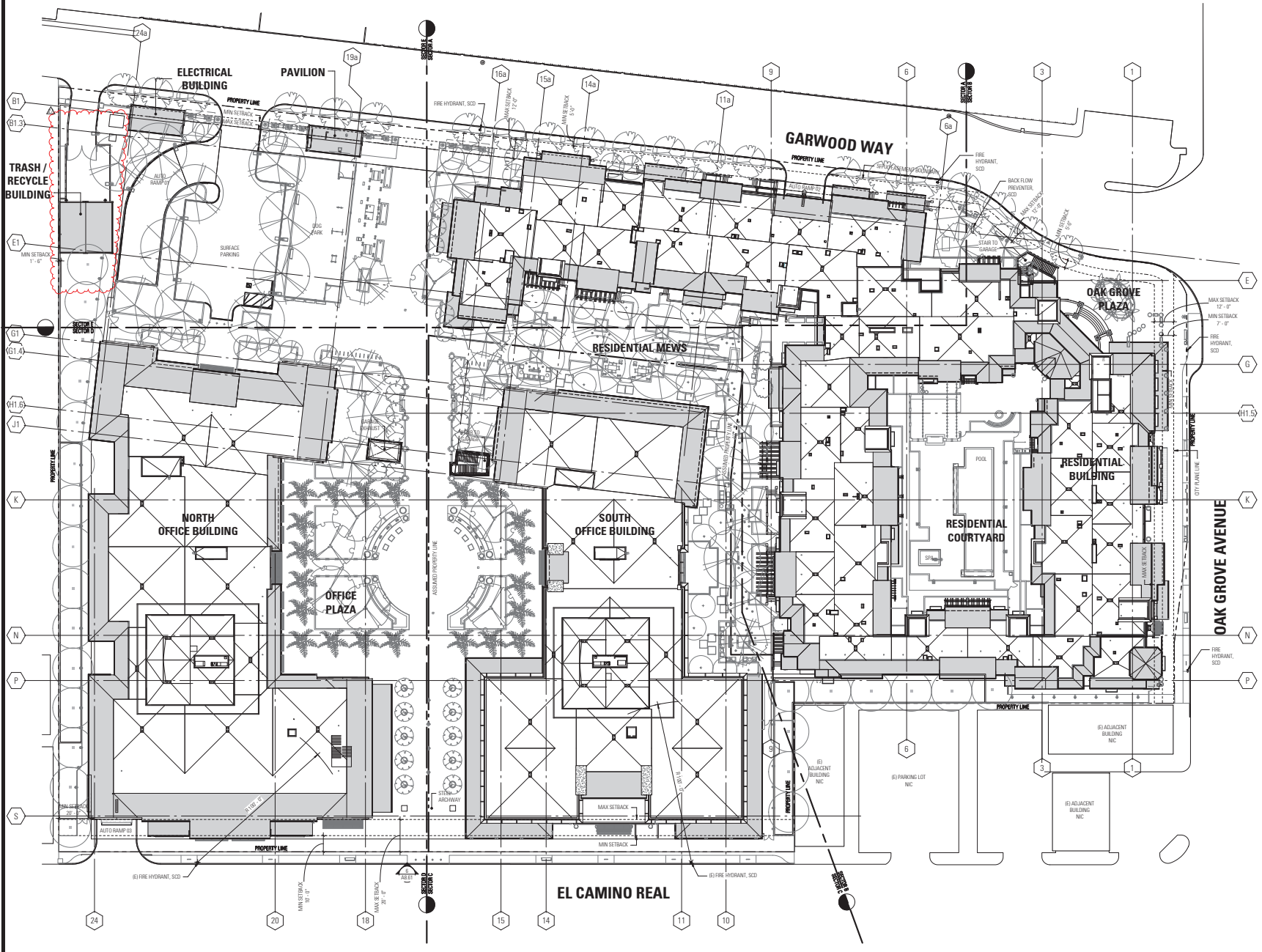
SHEET NOTES

- CONSTRUCTION REQUIREMENTS FOR EARTHWORK, UTILITIES, VEHICULAR & PEDESTRIAN PAVING & LANDSCAPING ARE PROVIDED IN DRAWINGS & SPECIFICATIONS PREPARED BY THE CIVIL ENGINEER/ LANDSCAPE ARCHITECT. SUCH ELEMENTS INDICATED ON THE ARCHITECTURAL DRAWINGS ARE FOR REFERENCE ONLY.
- SEE CIVIL DRAWINGS FOR NEW & EXISTING GRADES.
- FOR LOCATIONS OF BUILDING SEPARATION DISTANCES AND EMERGENCY VEHICLE ACCESS, SEE SHEET GAO.13

LEGEND

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STATION 1300
 1300 EL CAMINO REAL
 MENLO PARK, CA



SITE PLAN - OVERALL
1" = 20' 0"



DATE	ISSUE
08/20/2015	20% DESIGN DEVELOPMENT
09/22/2015	30% DESIGN DEVELOPMENT
10/22/2015	40% DESIGN DEVELOPMENT
11/22/2015	50% DESIGN DEVELOPMENT
12/22/2015	60% DESIGN DEVELOPMENT
01/22/2016	70% DESIGN DEVELOPMENT
02/22/2016	80% DESIGN DEVELOPMENT
03/22/2016	90% DESIGN DEVELOPMENT
04/22/2016	100% DESIGN DEVELOPMENT

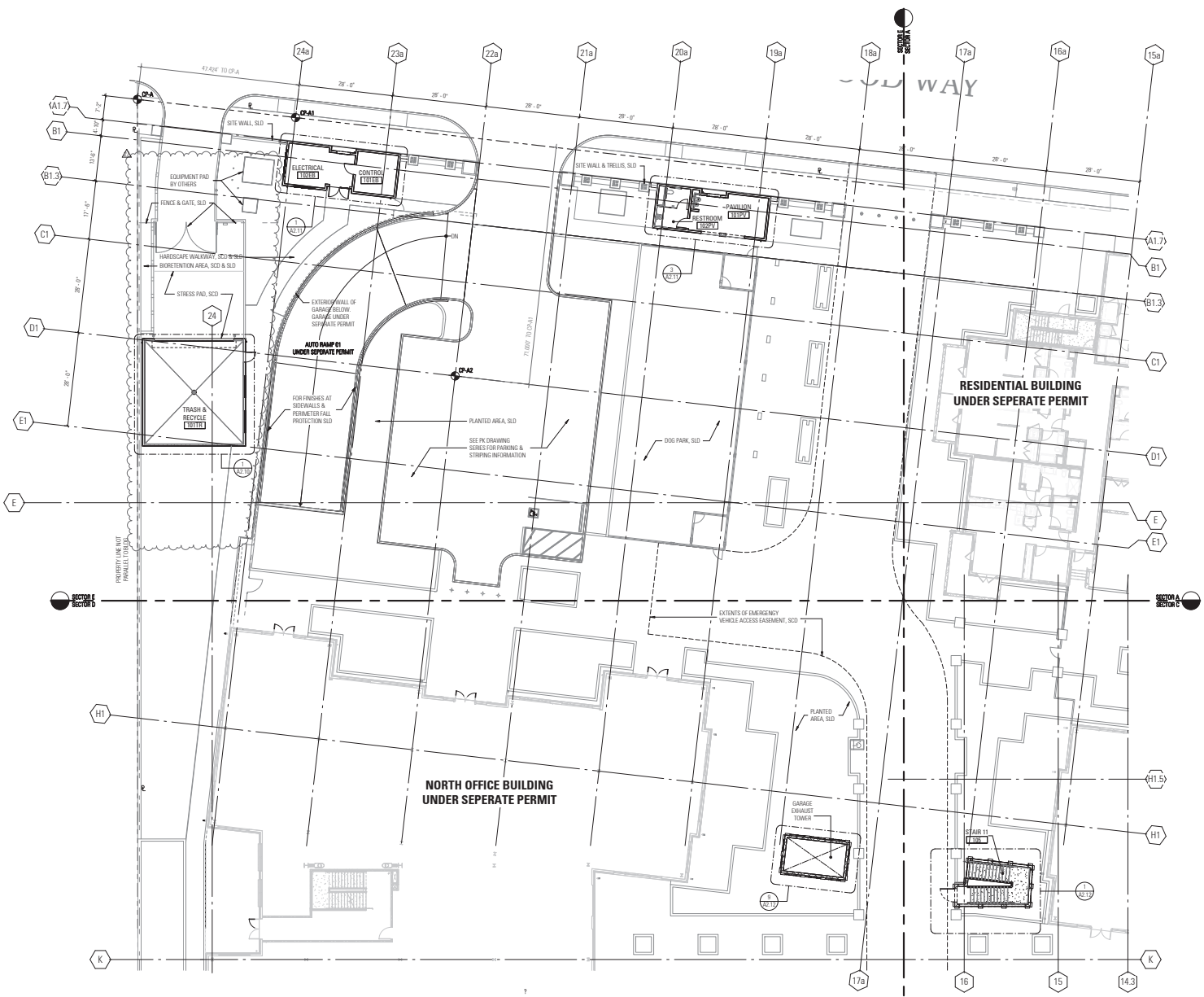


3/19/2019 10:48 AM 100 El Camino Real, Menlo Park, CA 94025
 © 2019 BAR architects

- SHEET NOTES**
- SEE A4 SERIES ENLARGED UNIT PLANS FOR UNIT DIMENSIONS, FINISHES, AND ADD. INFORMATION.
 - RESIDENTIAL UNIT TO RESIDENTIAL UNIT PARTY WALLS ARE TYPE **CP-1**.
 - RESIDENTIAL UNIT TO CORRIDOR PARTITIONS ARE TYPE **CP-2**.
 - LOCATE FIRE EXTINGUISHER CABINETS AT MAX TRAVEL DISTANCE OF 75'; NOT REQUIRED WITHIN RESIDENTIAL UNITS.
 - RECESS MOUNT FIRE EXTINGUISHER CABINETS UNLESS SURFACE MOUNT AT CONCRETE OR CMU WALLS.
 - AN AUTOMATIC SPRINKLER SYSTEM IS REQUIRED THROUGHOUT THE BUILDING (MFP-13)
- LEGEND**
- SHAWT
 - 1/2 FIRE PARTITION
 - 1 HR RATED FIRE BARRIER
 - 3 HR RATED FIRE BARRIER / FIRE WALL
 - CONCRETE WALL
 - CMU WALL
 - 1 HR RATED FIRE PARTITION
 - NON RATED WALL
 - M/C WALL
 - FIRE EXTINGUISHER CABINET
 - EMERGENCY EGRESS WINDOW
 - DIRECTION OF SLOPE
 - PROPERTY LINE
- KEYNOTES**

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STATION 1300
 1300 EL CAMINO REAL
 MENLO PARK, CA



GROUND LEVEL PLAN - SECTOR E
 SCALE: 3/32" = 1'-0"

REVISIONS

NO.	DATE	ISSUE
01	02/20/19	ISSUE FOR PERMITS
02	03/15/19	ISSUE FOR PERMITS
03	04/10/19	ISSUE FOR PERMITS
04	05/05/19	ISSUE FOR PERMITS
05	06/05/19	ISSUE FOR PERMITS
06	07/05/19	ISSUE FOR PERMITS
07	08/05/19	ISSUE FOR PERMITS
08	09/05/19	ISSUE FOR PERMITS
09	10/05/19	ISSUE FOR PERMITS
10	11/05/19	ISSUE FOR PERMITS
11	12/05/19	ISSUE FOR PERMITS
12	01/05/20	ISSUE FOR PERMITS
13	02/05/20	ISSUE FOR PERMITS
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97	02/05/27	ISSUE FOR PERMITS
98	03/05/27	ISSUE FOR PERMITS
99	04/05/27	ISSUE FOR PERMITS
100	05/05/27	ISSUE FOR PERMITS

FLOOR PLAN - SITE / ACCESSORY BUILDINGS LEVEL 01 - SECTOR E

DRAWINGS PREPARED FOR:
 PETERSON POWER
 (STATION 1300)
 UL#142 SEALED SECONDARY FUEL TANK
 WO# 45914 - 6/26/2019



1900 NE 25TH AVE, OCALA, FL 34470
 PHONE (352) 414-4700 FAX (352) 414-4642

SPECIAL INSTRUCTIONS

1	MOUNT GENSET AND CONNECT FUEL LINES
2	INSTALLATION OF PLUGS REQUIRED AND ONE VACUUM GAUGE TO PULL INTERSTITIAL AREA TO MAX VACUUM. DOCUMENTATION OF VACUUM READINGS PRIOR TO SHIPMENT. PACKAGE SECONDARY VENT AND SECONDARY TANK ACCESSORIES TO SHIP LOOSE WITH TANK. TANK TO REMAIN UNDER VACUUM UNTIL REACHING JOBSITE. END USER RESPONSIBLE FOR INSTALLATION OF ACCESSORIES
3	FDEP PACKAGE - 7-1/2 GALLON FILL SPILL BUCKET WITH HIGH FUEL SWITCH SET AT 90%
4	PROVIDE AND INSTALL 4" NPT OVERFILL PREVENTION VALVE WITH 2" CAM LOCK CONNECTOR
5	THREE YEAR WARRANTY
6	REMOTE ANNUNCIATOR - 3 RED LIGHT (24 VDC) UL LISTED NEMA4 ENCLOSURE STANDARD WITH AUDIBLE ALARM HORN AND SILENCE/RESET BUTTON. TYPICAL ARRANGEMENT FOR HIGH FUEL LEVEL, LOW FUEL LEVEL, AND RUPTURE BASIN ALARM POINTS
7	NORMAL VENT EXTENSION 2" NPT X 12' ABOVE GRADE EXTERIOR TO HOUSING.
8	FUEL FILL EXTENSION FOR STATIC DISCHARGE (FUEL FILL EXTENDED TO 6" FROM BOTTOM OF TANK - DROP TUBE)

TANK NOTES:

1. ALL FITTINGS TO BE CARBON STEEL WELD FLANGES (UNLESS OTHERWISE NOTED)
2. EXTERIOR FINISH: "BLACK" SPECTRACRON® 390 SERIES 2K POLYURETHANE ENAMEL
3. INNER TANK DIMENSIONS: 131.5"L X 36.375"W X 12.063"H
4. ACTUAL GALLON CAPACITY: 235 GALLONS
5. USABLE GALLON CAPACITY: 200 GALLONS
6. TANK WEIGHT: 1,250 LBS.
7. FUEL WEIGHT: 1644 LBS.
8. EMERGENCY VENTING CAPACITY: 61 SQ. FT.

NOTES:

1. GENERATOR: CAT C9 300KW OPEN UNIT
 DIMENSIONS: 121.68"L X 64.45"W X 81.24"H
 WET WEIGHT: 7,188 LBS.
 DRAWING #: 455-7108
2. TOTAL PACKAGE WET WEIGHT: 8,438 LBS.

DRAWING PACKAGE

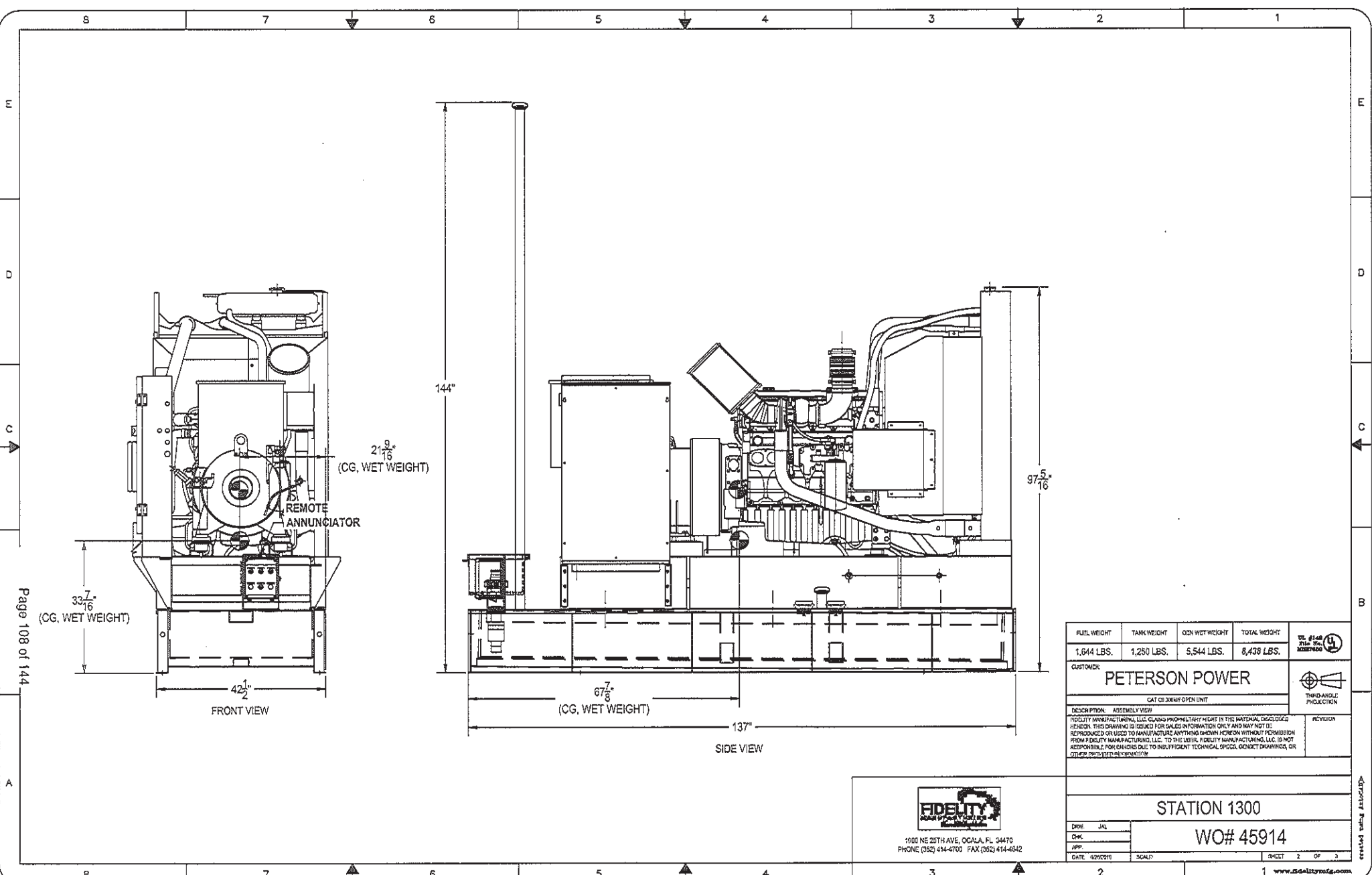
SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	ASSEMBLY VIEW
3	UL#142 SEALED SECONDARY FUEL TANK

REVISIONS:


REVISION LEVEL	REVISION DESCRIPTION	SHEET OF CHANGE(S)	ENGINEER	DATE
00	INITIAL RELEASE BASED ON QUOTE 73724		JAL	6/26/2019
01				
02				
03				
04				

DRAWING ACCEPTED FOR PRODUCTION

SIGNATURE	
PRINT NAME-TITLE	DATE / /



Page 108 of 144

FUEL WEIGHT	TANK WEIGHT	CGN WET WEIGHT	TOTAL WEIGHT	 <small>UL #148 716-56-11 REVERSE</small>
1,644 LBS.	1,250 LBS.	5,544 LBS.	8,438 LBS.	

CUSTOMER: **PETERSON POWER**

CAT 3306B OPEN UNIT

THIRD-ANGLE PROJECTION

DESCRIPTION: ASSEMBLY VIEW

FIDELITY MANUFACTURING, LLC CLAIMS PROPRIETARY RIGHT IN THE MATERIAL DISCLOSED HEREON. THIS DRAWING IS ISSUED FOR SALES INFORMATION ONLY AND MAY NOT BE REPRODUCED OR USED TO MANUFACTURE ANYTHING SHOWN HEREON WITHOUT PERMISSION FROM FIDELITY MANUFACTURING, LLC. TO THE USER, FIDELITY MANUFACTURING, LLC IS NOT RESPONSIBLE FOR ERRORS DUE TO INSUFFICIENT TECHNICAL SPEC, OBJECT DRAWINGS, OR OTHER PRODUCE INFORMATION.

REVISION

FIDELITY
MANUFACTURING, LLC

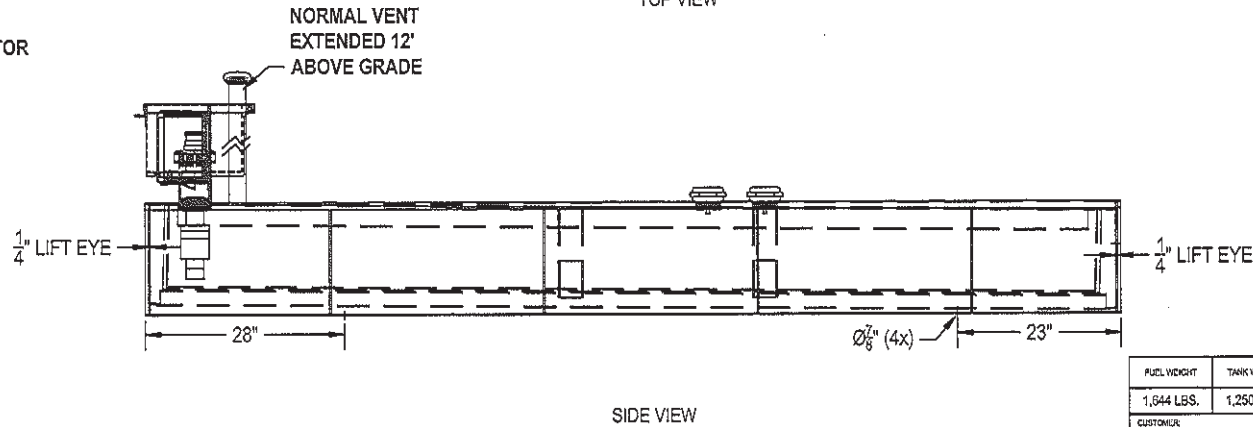
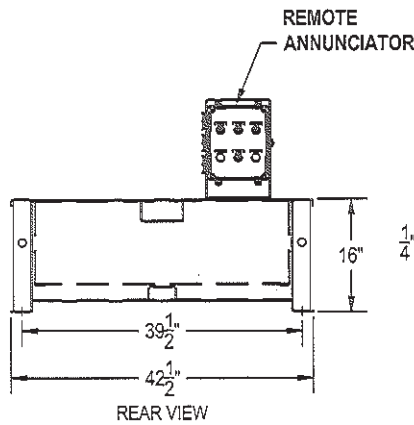
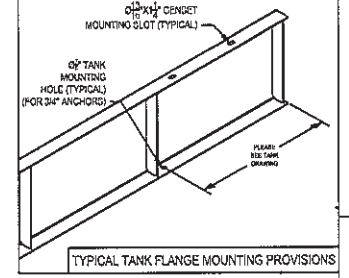
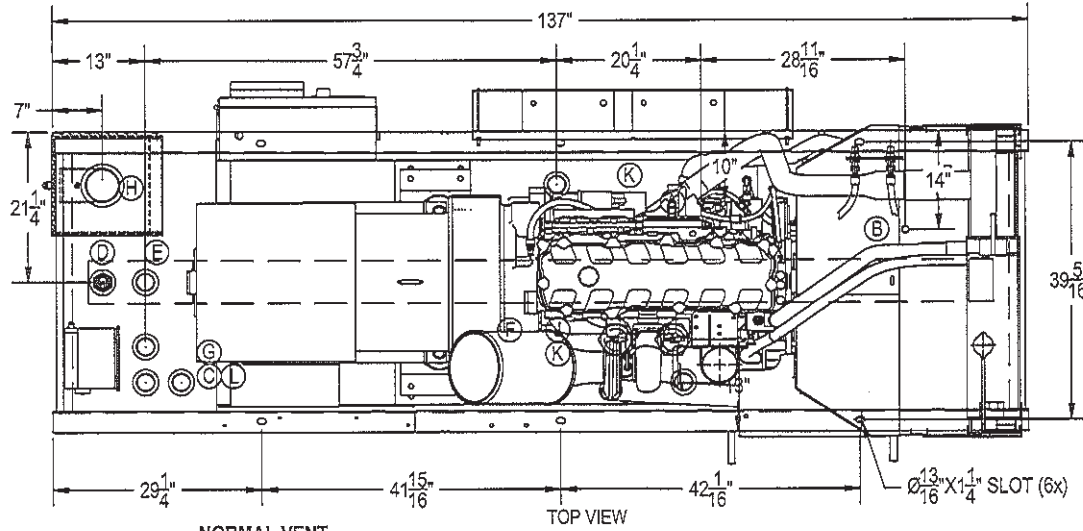
1000 NE 28TH AVE, OCALA, FL 34470
 PHONE (352) 414-4700 FAX (352) 414-4642

STATION 1300

WO# 45914

DATE: 6/20/01 SCALE: SHEET 2 OF 3 www.fidelitymfg.com

FITTING	DESCRIPTION	LENGTH
A	1/2" NPT FUEL SUPPLY DROP TUBE	13-5/16"
B	1/2" NPT FUEL RETURN DROP TUBE	13-5/16"
C	2" NPT LOW FUEL SWITCH	9-1/8"
D	1-1/2" NPT FUEL GAUGE	11-1/2"
E	2" NPT NORMAL VENT	
F	3" NPT EMERGENCY VENT (PRIMARY)	
G	2" NPT TOP MOUNT BASIN DRAIN AND SWITCH	
H	2" NPT LOCKABLE FUEL FILL	
J	3" NPT EMERGENCY VENT (SECONDARY)	
K	2" NPT SPARE PORT (QTY. 2)	
L	2" NPT HIGH FUEL SWITCH	2-1/8"



FUEL WEIGHT	TANK WEIGHT	GDN WGT WEIGHT	TOTAL WEIGHT	UL 914B FIM No. A007960
1,644 LBS.	1,250 LBS.	5,544 LBS.	8,438 LBS.	

CUSTOMER: **PETERSON POWER**
 CAT OF BINARY ORDN UNIT

DESCRIPTION: ULTRA2 SCALED SECONDARY FUEL TANK
 FIDELITY MANUFACTURING, LLC CLAIMS PROPRIETARY RIGHT IN THE MATERIAL DISCLOSED
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 FROM FIDELITY MANUFACTURING, LLC. TO THE USER, FIDELITY MANUFACTURING, LLC IS NOT
 RESPONSIBLE FOR ERRORS DUE TO INADEQUATE TECHNICAL SPECS, OMISSIONS, OR
 OTHER RELEVANT INFORMATION.

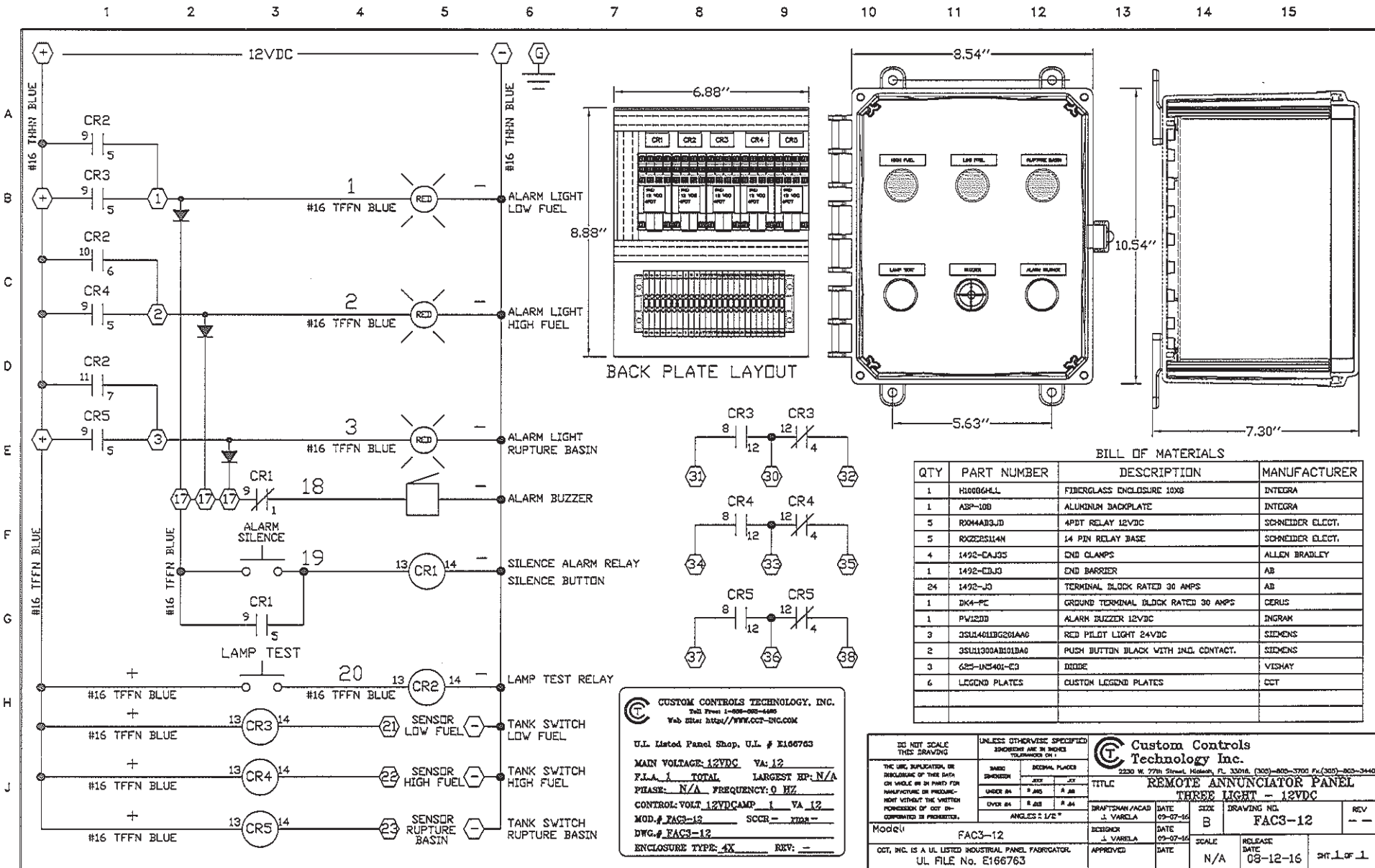
USABLE GALLON
 200
 STATION 1300

WO# 45914

FIDELITY
 1000 NE 26TH AVE, OCALA, FL 34470
 PHONE (352) 414-4700 FAX (352) 414-4042

DRW: JAL
 CHK:
 APP:
 DATE: 09/20/18 SCALE: SHEET 3 OF 3
 www.fidelitymfg.com

Page 109 of 144



BILL OF MATERIALS

QTY	PART NUMBER	DESCRIPTION	MANUFACTURER
1	H10006HLL	FIBERGLASS ENCLOSURE 10X8	INTEGRA
1	ASP-10B	ALUMINUM BACKPLATE	INTEGRA
5	R0M4B3JD	4PDT RELAY 12VDC	SCHNEIDER ELECT.
5	R022R5U4M	14 PIN RELAY BASE	SCHNEIDER ELECT.
4	1492-CAJ35	END CLAMPS	ALLEN BRADLEY
1	1492-EDJ0	END BARRIER	AB
24	1492-J0	TERMINAL BLOCK RATED 30 AMPS	AB
1	DK4-PC	GROUND TERMINAL BLOCK RATED 30 AMPS	CERUS
1	PW12DD	ALARM BUZZER 12VDC	INGRAM
3	3SL1401B2201A0	RED PILET LIGHT 24VDC	SIEMENS
2	3SL1300A1B01B0A0	PUSH BUTTON BLACK WITH INCL. CONTACT.	SIEMENS
3	625-1N5401-C3	DIODE	VISHAY
6	LEGEND PLATES	CUSTOM LEGEND PLATES	CCT

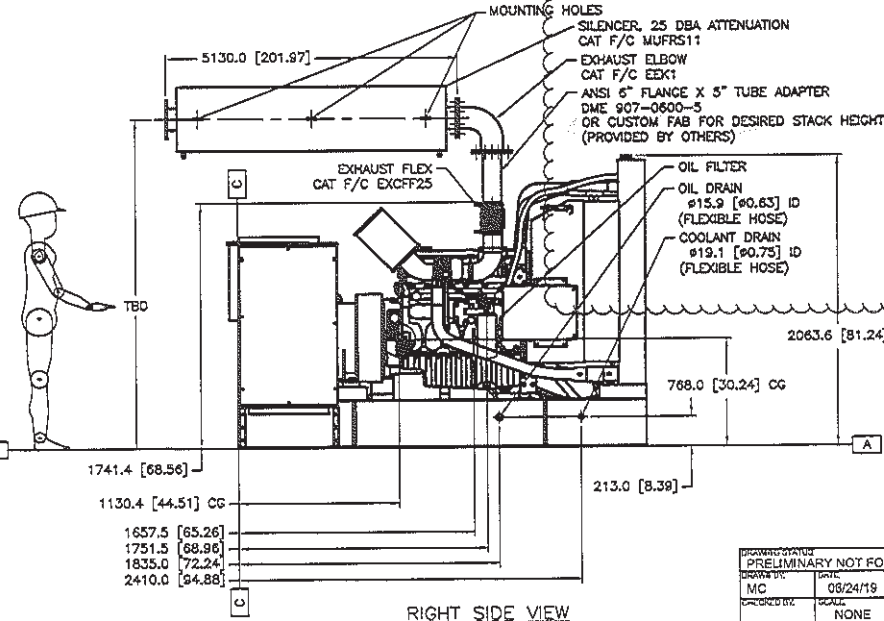
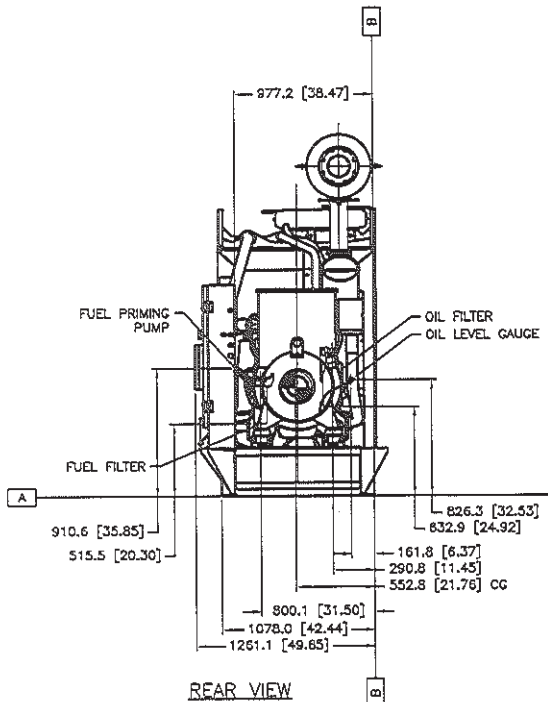
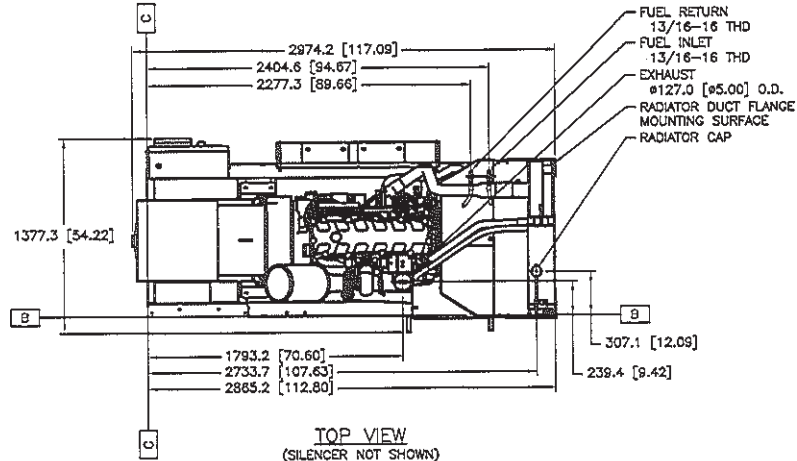
CUSTOM CONTROLS TECHNOLOGY, INC.
 Toll Free 1-800-895-6485
 Web Site: <http://www.cct-inc.com>

U.L. Listed Panel Shop, U.L. # E166763

MAIN VOLTAGE: 12VDC VA: 12
 F.L.A. 1 TOTAL LARGEST HP: N/A
 PHASE: N/A FREQUENCY: 60 HZ
 CONTROL VOLT: 12VDC AMP: 1 VA: 12
 MOD.#: FAC3-12 SCRR: Y10A-
 DWG.#: FAC3-12
 ENCLOSURE TYPE: 4X REV: -

DO NOT SCALE THIS DRAWING UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES UNLESS NOTED ON 1		Custom Controls Technology Inc. 2220 W. 77th Street, Hilliard, FL 32016, (305)-805-3700 Fx.(305)-805-3440	
THE USE, REPLICATION OR DISSEMINATION OF THIS DATA OR WHOLE OR IN PART FOR MANUFACTURE OR PROMOTION WITHOUT THE WRITTEN PERMISSION OF CCT IS CONSIDERED TO BE PROHIBITED.			
MODEL: FAC3-12	DESIGNER: J. VARELA	DATE: 09-07-16	SCALE: N/A
OCT, INC. IS A U.L. LISTED INDUSTRIAL PANEL FABRICATOR. UL FILE NO. E166763	APPROVED:	DATE:	RELEASE DATE: 09-12-16

- NOTES:
 1. GENSET WET WEIGHT IS 5,544 LBS.
 2. GENSET WEIGHT AND CG DO NOT INCLUDE SILENCER, EXHAUST ELBOW, OR EXHAUST TUBE ADAPTER.



BAR AIR SYSTEMS TO COORDINATE A CUSTOM STACK HEIGHT DESIGN TO WORK WITH THE CONSTRAINTS OF THE ARCHITECTURE OF THE BUILDING.

BAR Architects

Review is only for general conformance with the design concept of this project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for dimensions, which shall be confirmed and coordinated at the job site; fabrication processes and techniques of construction, coordination of his work with that of all other trades and the satisfactory performance of his work.

NO EXCEPTION TAKEN MAJOR CORRECTIONS AS NOTED REVISION AND RESUBMIT

DATE: 7/26/2019 PROJECT: 12000
 PROCESSED BY: DATE: SPEC/DRAWING NUMBER: PRODUCT NUMBER:

POWER SYSTEMS			
PRELIMINARY NOT FOR CONSTRUCTION			
DATE:	08/24/19	OVERALL LENGTH:	118 IN
WEIGHT:	MC	NET WEIGHT:	5,544
APPROVED BY:	NONE	OVERALL WIDTH:	-
DATE:	-	OVERALL HEIGHT:	55 IN
		PROJECT NUMBER:	17-0973
DESCRIPTION:	GENSET LS0249 - 4557108 CH03		
	SILENCER DK2511 - 4557107D CH00		
	FLEX DK2088 - 4557107B CH00		
	ELBOW DK5823 - 4557107A CH00		

PETERSON CAT
POWER SYSTEM

2525 TEAGARDEN STREET SAN LEANDRO, CALIFORNIA 94777
 PHONE: 510-816-6400 WEB: WWW.PETERSONPOWER.COM

PROJECT NAME: STATION 1300

DESCRIPTION: MODEL C9 - 300KW, 480V, 60HZ
OPEN W/NARROW BASE

DRAWING NUMBER: 170973-3 SHEET NUMBER: 1 OF 1

REV	BY	DESCRIPTION	DATE
1		NOTE: ALL OVERALL DIMENSIONS ARE NOMINAL WITH ±.1" TOLERANCE SEE DRAWING FOR ALL DETAILED COMPONENT DIMENSIONS CONSULT FACTORY FOR QUESTIONS AND/OR DISCREPANCIES FOUND. ALL MEASUREMENTS ARE DISPLAYED IN INCHES. CENTER OF GRAVITY IS FOR WET WEIGHT.	

October 20, 2021

Deanna Chow
Community Development
City Hall, 1st Fl
701 Laurel St
Menlo Park, CA 9402

Re: Springline Project - Public Benefit Proposal

Dear Deanna,

As you know, the Springline Project team has submitted an application for certain project modifications that involve the addition of space within the existing structure, primarily located on the basement levels but also including small areas (totaling approximately 440 square feet) on the second level of the office buildings to address circulation deficiencies. Overall, the proposed additions would increase the Project's gross floor area ("GFA") to approximately 426,574 square feet, or about 8,356 square feet of GFA above the currently allowed GFA of 418,218, based on the bonus level FAR of 1.5.

The Applicant has proposed an amendment to the Downtown Specific Plan that would permit the City Council to approve, as additional "bonus" FAR, up to a total of 1.55 FAR (i.e., .05 above what is currently permitted) if certain conditions are met. As envisioned in the proposed Specific Plan amendment, any additional GFA approved subject to the proposed amendment would require that an additional public benefit be provided for this additional area.

Our original proposal was to fund and oversee a quiet zone study but given our understanding that the City has already allocated \$75,000 in funds for a quiet zone feasibility study in its most recent budget, we are writing to offer a different proposal for consideration.

In brief, the Applicant is now proposing as an additional public benefit a cash payment of \$300,000 for the proposed addition of 8,356 square feet of "bonus" gross floor area. We would propose paying the fee at the time of issuance of a building permit, and earmarking the funds for use as part of the preparation and implementation of a quiet zone study or for the Downtown Public Amenity Fund as outlined below. The balance of this letter provides further background on the original public benefit contributions and the rationale for the current proposal.

Public Benefit for the Original Project Approval and Rationale for Current Proposal

The original Project was approved in 2017 with a "bonus" FAR of 1.5 above a base FAR of 1.1. As a result of this approval, the Project was authorized with approximately 112,000 square feet above what would have been allowed at the Base FAR. The public benefits offered for that bonus FAR as well as vested rights were documented in the Development Agreement, and included a cash payment of \$2.1

Million (which has been fully paid) to the Downtown Public Amenity Fund and 10 additional BMR units above the 10 BMR units otherwise provided.¹

For purposes of the present proposal, we are rounding up the proposed 8,356 square feet of bonus GFA currently being requested to 9,000 square feet to provide a cushion for any adjustments during the building permit process. That figure amounts to approximately 8% of the bonus GFA approved for the 2017 project approval. We are proposing that the new public benefit be calculated on a pro rata basis, based on the previously approved cash payment portion, with an upward adjustment to reflect the fact that the original public benefit also included a BMR component which is not easy to quantify economically.

We are therefore proposing that the public benefit payment for the requested new bonus FAR be increased to \$300,000 which is nearly twice the amount that would be calculated based on the 8% factor. (8% of \$2.1M would be \$168,000.)

Of course, this proposed public benefit payment is not the only benefit to the City that would result from the addition of the proposed GFA. In connection with the proposed modifications, the Project would also be paying an additional TIF fee (even though the additions arguably would not result in any significant increase in vehicle trips), as well as a BMR in-lieu fee based on the increase of approximately 4,000 square feet of non-residential (office and community serving use) space. While the exact calculation of these fees is still being discussed with staff, we anticipate that the additional TIF could amount to about \$60,000, while the BMR fee could amount to about \$60,000 or more. We have also been working with City staff on a voluntary basis to help develop recommendations for implementation of the City's BMR guidelines given our experience in other jurisdictions, which represents an intangible contribution that arises out of desire to contribute to the broader community and efforts to help facilitate affordable housing in Menlo Park.

Proposed Use of Public Benefit payment

As explained above, we understand that the City is contemplating undertaking a quiet zone feasibility study and has budgeted \$75,000 for that purpose. We are proposing that the first priority for use of the \$300,000 payment would be to fund completion of the quiet zone study, should the costs exceed what the City has now budgeted. The second priority for the \$300,000 would be to help pay for any improvements (e.g., improved railroad crossings) or matching grant funds that the City may decide to undertake or need based on the recommendations of the quiet zone study. Finally, in the event that any of the \$300,000 bonus payment is not fully spent on the first two priorities, any remaining funds would go into the City's Downtown Public Amenity Fund, similar to the payment provided as part of the initial public benefit proposal.

¹ Although the Development Agreement included 20 BMR units versus the 10 BMR units otherwise required by City rules, providing cost comparison of the approved versus otherwise required BMR units is rather complicated because the approved BMR contribution included some units that were smaller than what would typically have been required, and 6 of the 20 units were to be rented at a workforce/100% of area median income level.

We welcome your feedback on the proposal outlined above, and look forward to working with the City to process the proposed modifications in the coming months.

Sincerely,



K. Cyrus Sanandaji



STAFF REPORT

City Council Meeting Date: 12/7/2021
Staff Report Number: 21-236-CC

Regular Business: **Adopt Resolution No. 6690 authorizing the city manager to execute a purchase and sale agreement for a portion of 700-800 El Camino Real to support implementation of the Middle Avenue pedestrian and bicycle rail crossing project**

Recommendation

Staff recommends that the City Council adopt resolution No. 6690 (Attachment A) authorizing the city manager to execute a purchase agreement in substantially the same form as Exhibit A of Attachment A with Menlo Station Development, LLC, for a portion of 700-800 El Camino Real (APN 071-333-200) to support implementation of the Middle Avenue pedestrian and bicycle rail crossing project.

Policy Issues

The 2021 City Council work plan identifies the Middle Avenue pedestrian and bicycle rail crossing project (project) as a high priority project. 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.

Background

On July 20, 2016, the San Mateo County Transportation Authority programmed funds from the Measure A Grade Pedestrian and Bicycle Program in the amount of \$490,000 for the preliminary engineering and environmental clearance phases of the Middle Avenue pedestrian and bicycle rail crossing project. The City hired AECOM Technical Services, Inc. (AECOM) to prepare 30 percent design documents, complete required environmental analysis, and conduct community engagement. Staff also coordinated with Caltrain on design criteria and the ongoing electrification project.

On August 27, 2019, the City Council unanimously passed a motion to select Concept 3 (Attachment B) as the preferred alternative for the crossing. The project will construct an undercrossing approximately 10-12 feet below the street/plaza elevation that generally aligns with a proposed raised crosswalk on Alma Street and is slightly offset from the plaza at 500 El Camino Real (Stanford's Middle Plaza project.) The crossing location is outside of the existing Caltrain crossover tracks, which was required by Caltrain for constructability and maintenance reasons.

On January 28, 2020, the City Council certified the project environmental document, an addendum to the El Camino Real and Downtown specific plan environmental impact report, and approved the 30 percent project plans.

Analysis

The project is critical to providing improved east-west bicycle and pedestrian connectivity, as El Camino Real and the Caltrain railroad tracks present real and perceived barriers to bicycling and walking. This undercrossing would improve connectivity for neighborhoods on both sides of the Caltrain tracks with City amenities, and improve access to public transit and downtown Menlo Park. It would encourage the use of more active modes of transportation and contribute to a healthier Menlo Park.

The proposed concept design for the Middle Avenue pedestrian and bicycle crossing includes an access ramp on the west side of the railroad tracks that is located on the 700-800 El Camino Real property. Approximately 17,000 square foot of the 700-800 El Camino Real Property extends south from the main property, lying between the railroad tracks and 500 El Camino Real.

On August 27, 2019, the City Council directed staff to make an offer to purchase the property needed to construct the undercrossing. Staff engaged Associated Right of Way Services, Inc. to appraise the property and identify a fair market price. This work was completed in mid-2020 and established a fair market price of \$210 per square foot. The City is required to pay "just compensation" for the acquisition of property, generally defined as the fair market value for the property. The fair market value of the property must consider the legally permissible, physically possible, financially feasible, and maximally productive use of the property considering the entire site, not simply the existing use of the land in question as parking. The appraisal was based on comparable property sales in the vicinity of El Camino Real in San Mateo County.

Because of the location of the property and to support construction of the undercrossing, the City also negotiated with the seller for a construction easement adjacent to the purchase property and an access easement needed for construction. The purchase and sale agreement (Exhibit A to Attachment A) includes a graphic depiction of the area to be purchased and each of the easements.

Using the appraised price, the negotiated price for the purchase and two easements yields a total purchase price of \$3,894,500, comprised of:

- Purchase of 17,483 square feet at \$210 per square foot for a total of \$3.7 million, plus approximately \$137,000 for the value of the assets (paving, landscaping, light fixtures, and trees on the property to be acquired)
- A construction easement of 1,248 square feet valued at 10 percent of the fair market value, or approximately \$26,000, to aid in the construction of the undercrossing
- An access easement of 5,626 square feet valued at five percent of the fair market value, or approximately \$59,000 for truck access to the site during construction

The purchase of this property requires an update to the planned development permit for 700-800 El Camino Real to reduce the parking required for this property, which will require recommendation by the Planning Commission and approval by the City Council. The City and seller are collaborating on an application for the parking reduction, with the City taking the lead. In preparation for applying for the permit, staff conducted parking utilization counts in 2019 that indicated that the reduction in parking at the site would not impact the operation of the businesses at 700 El Camino Real. During the construction of 500 El Camino Real, the property proposed for purchase has been used for construction staging, which is expected to continue through most or all of 2022.

Staff are also working with Caltrain to coordinate on the approach to final design and construction of the undercrossing. Because the undercrossing will be on Caltrain property, Caltrain will take the lead on some

elements of the final design and construction. The City and Caltrain are also evaluating creative project delivery methods, such as design-build that may lead to more efficient delivery of the project.

Following execution of the purchase and sales agreement, the City must take the following actions:

- Within 10 days make an initial deposit of \$10,000 into escrow.
- Within 90 days, approve the purchase of the property, following inspection of the property, and deposit an additional \$90,000 into escrow.
- Initiate the parking reduction approvals, expected to take six to eight months, with completion of this task required within 24 months of signing the purchase and sale agreement.
- Within 24 months, close the purchase of the property. Closing can take place as soon as 30 days after receiving both the parking reduction approval and construction approvals from PUC and Caltrain, but cannot be more than 24 months total after the execution of the purchase and sale agreement.

Impact on City Resources

AECOM estimated the cost of project construction (assuming construction by 2025) at \$20 million, including final design, right of way, utility relocations and construction, though the cost estimate will be updated as part of final design. The City's CIP includes \$6.5 million to advance the Middle Avenue undercrossing from Transportation Impact Fees. As part of the 500 El Camino Real (Middle Plaza) development agreement, Stanford is required to contribute 50 percent of the cost, up to \$5 million, toward the project. The County of Santa Clara also awarded the City an additional \$1 million for this project as part of the Stanford University's Recreation Mitigation fund.

Staff continues to explore sources of revenue for the \$7.5 million needed to construct this project. Possible sources for this funding may come from the federal level. Representative Eshoo included \$6.5 million for the Middle Avenue pedestrian and bicycle undercrossing as a member designated project, though this funding is dependent on the progress of future federal legislation. Member designated projects were not included in the recently signed Federal Infrastructure Investment and Jobs Act. Other potential sources of funding may include grants from new Federal grant programs for active transportation that were included in the Federal Infrastructure Investment and Jobs Act, existing regional and state grant programs or other local funding sources such as transportation impact fees, Measure A or Measure W funds.

Environmental Review

The City Council certified an addendum to the Menlo Park El Camino Real and downtown specific plan environmental impact report (Specific Plan EIR) which analyzed potential impacts from the implementation of the Middle Avenue pedestrian and bicycle rail crossing project as provided for under Section 15164 of the 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. 6690
- B. Preferred concept for the Middle Avenue pedestrian and bicycle undercrossing

Staff Report #: 21-236-CC

Report prepared by:
Hugh Louch, Assistant Public Works Director

Report reviewed by:
Nikki Nagaya, Public Works Director

RESOLUTION NO. 6690**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AND
SALE AGREEMENT FOR A PORTION OF REAL PROPERTY AT 700-800 EL
CAMINO REAL TO SUPPORT THE MIDDLE AVENUE PEDESTRIAN AND
BICYCLE UNDERCROSSING PROJECT**

WHEREAS, Policy CIRC-2.11 of the circulation element of the City's General Plan requires new development to incorporate design that prioritizes safe pedestrian and bicycle travel and accommodates senior citizens, people with mobility challenges and children; and,

WHEREAS, the El Camino Real and Downtown Specific Plan and the City's Transportation Master Plan identifies a new pedestrian and bicycle undercrossing of the Caltrain tracks from approximately Middle Avenue to Burgess Park; and,

WHEREAS, as part of the 500 El Camino Real (Middle Plaza) development agreement, Stanford is required to contribute 50 percent of the cost, up to \$5 million, toward the construction of this undercrossing; and

WHEREAS, on August 27, 2019, the City Council unanimously selected a preferred concept for the proposed undercrossing; and,

WHEREAS, on January 28, 2020, the City Council certified the project environmental document, an Addendum to the El Camino Real and Downtown Specific Plan Environmental Impact Report, and approved the 30 percent project plans; and

WHEREAS, an approximately 17,000 square foot portion of 700-800 El Camino Real lies between the Caltrain railroad tracks and the 500 El Camino Real property and is the location selected for the construction of ramps to access the proposed undercrossing; and,

WHEREAS, the City hired Applied Right of Way Services, Inc. to appraise the value of the property and has received an appraisal of \$210 a square foot; and,

WHEREAS, the City has negotiated with the owner of 700-800 El Camino Real to develop a Purchase and Sale Agreement that would transfer the property from the seller to the City and provide for construction and access easements for use by the City during construction of the undercrossing; and,

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

NOW, THEREFORE BE IT RESOLVED, that the City Council of Menlo Park does hereby authorize the City Manager to execute the Purchase and Sale Agreement in substantially the same form as Exhibit A with Menlo Station Development, LLC for a portion of real property at 700-800 El Camino Real.

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 seventh day of December, 2021, by the following votes:

AYES:

NOES:

ABSENT:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this _ day of December, 2021.

Judi A. Herren, City Clerk

Exhibits

A. Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of ____, 2021 (the "Effective Date"), by and between Menlo Station Development, LLC, a California limited liability company (the "Seller"), and the City of Menlo Park ("City"). This Agreement is made with reference to the following facts.

RECITALS

A. Seller is the owner of real property situated in County of San Mateo, State of California and being APN Portion of 071-333-200 (the "Site"). A map of the Site is shown as Exhibit A.

B. City desires to purchase, and Seller is willing to sell and convey to City for the price and under the terms and conditions specified herein, a fee simple interest in a portion of the Site (the "Fee Property") and a temporary construction easement and a temporary access easement over a portion of the Site (the "Easement Property"). The Fee Property and the Easement Property are referred to collectively in this Agreement as the "Property". A site plan of the Fee Property and Easement Property are show in Exhibit B. The legal description and plat for the Fee Property is shown in Exhibit B-1 and the legal description and plat for the Easement Property is shown in Exhibit B -2. [Note: Easement Area is being finalized to address trash enclosure area.]

C. City and Seller acknowledge and agree that the Property being acquired by City is for public use and is necessary for the construction, operation and maintenance of the Middle Avenue Bicycle and Pedestrian Rail Crossing Project, a public project (the "Project").

D. Seller understands and agrees that City cannot enter into this Agreement until such time as the City Council has approved this Agreement.

E. City is a public entity with the power of eminent domain and, prior to the Effective Date, City commenced certain pre-condemnation activities, including obtaining an appraisal for the purpose of acquiring the Property. The parties acknowledge that the proposed purchase and sale of the Property is under threat of eminent domain.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Seller hereby agree as follows:

1. **AGREEMENT TO PURCHASE AND SELL.**

Subject to all the terms and conditions of this Agreement, Seller agrees to sell, transfer, and convey to City, and City agrees to acquire and purchase from Seller, the Property upon the terms and conditions set forth herein. For the avoidance of doubt, references in this Agreement to the "sale" of the Property, or the "transfer," "conveyance" or similar words with respect to the Property shall mean the sale, transfer and conveyance of a fee interest in the Fee Property and the

grant of an easement, in the form attached as Exhibit D and D-1 to this Agreement, in and to the Easement Property.

2. **PURCHASE PRICE; DEPOSITS.**

The purchase price for the Property (the "Purchase Price") shall be Three Million Eight Hundred Ninety-Eight Thousand Dollars (\$3,894,500) payable at Closing. [Note: Purchase price to be adjusted based on final square footage of easements.] The "Closing" shall occur when the Grant Deed, Temporary Construction Easement and a Temporary Access Easement in the forms attached as Exhibits C and D, respectively, are fully executed and recorded in the Official Records of San Mateo County (the "Official Records"). The Closing will occur through an escrow ("Escrow") established by the City with Lawyer's Title Company at 1460 El Camino Real, Suite 150, Menlo Park, California 94025 Attn: Susan Burnett ("Escrow Holder" or "Title Company"). Within ten days of this Agreement, the City will deposit Ten Thousand Dollars (\$10,000) into Escrow (the "First Deposit"). The Deposits (as defined below) will be counted against the Purchase Price at Closing.

If City gives an Approval Notice (as defined in Section 7) to Seller and the Escrow Holder on or before the end of the Contingency Period pursuant to Section 7 below, (i) within five (5) business days after City's delivery of the Approval Notice, City shall deliver to Escrow Holder an additional deposit of Ninety Thousand and No/100 Dollars (\$90,000.00) (the "Second Deposit"), and (ii) the First Deposit and the Second Deposit (collectively, the "Deposits") will become non-refundable to City except as follows: the Deposits and any interest earned thereon while in Escrow shall be refunded to City if this Agreement terminates and Escrow fails to close as the result of (A) Seller's default under this Agreement, (B) the failure of a City Condition to closing set forth in Section 12.1 (provided, however, that if the failure to Close arises solely from the conditions set forth in Section 12.1.2 or 12.1.3, Seller may retain \$1,500 of the Deposits for each month starting from the date of this Agreement and continuing until such time as this Agreement is terminated (the "Termination Consideration")); (C) pursuant to Section 16 below or as otherwise expressly provided in this Agreement. If City does not timely give the Approval Notice to Seller and the Escrow Holder or if, after City delivers the Approval Notice to Seller and Escrow as provided above, the Closing does not occur for any of the reasons described in clauses (A), (B) or (C) above, then (1) this Agreement shall automatically terminate and the parties shall have no further obligations hereunder except as expressly provided otherwise herein, and (2) the First Deposit and Second Deposit (if previously deposited into Escrow), together with any interest earned thereon while in Escrow, shall be returned to City, and the Escrow shall be terminated. In such event, any escrow cancellation fees shall be paid by City.

3. **INDEPENDENT CONSIDERATION.**

As independent consideration for this Agreement, City shall pay to Seller within three (3) business days of the Effective Date One Hundred Dollars (\$100), which amount shall be nonrefundable and shall not count against the Purchase Price.

4. **RELEASE OF CERTAIN CLAIMS.**

Seller understands and agrees that City has the power to acquire the Property under eminent domain and that if City were to do so, City would be required to compensate Seller for the fair value of the Property, including compensation for the value of any improvements, severance damages, relocation expenses, and other amounts in accordance with applicable law. Seller further acknowledges and agrees that in lieu of determining such compensation through litigation, the amounts paid to the Seller and the covenants and other obligations of Seller made pursuant to this Agreement are in full settlement of all claims, costs, expenses or demands that the Seller has made or could have made against the City with respect to claims for compensation for the Property, improvements thereon or interests therein, severance damages, any amounts for relocation expenses, benefits and/or assistance pursuant to Government Code Sections 7260 et seq or other state and federal relocation laws, rules and regulations, loss of goodwill, eminent domain, condemnation, inverse condemnation, unreasonable pre-condemnation activities, and interest, costs, demands, damages, litigation expenses and reasonable attorneys' fees (collectively, "Seller Condemnation and Relocation Claims"). The Seller shall not be entitled to receive and hereby waives all rights to receive any compensation, damages, or other amounts by reason of the Seller Condemnation and Relocation Claims relating to the Property, and releases the City from any such Seller Condemnation and Relocation Claims.

The release will survive Closing or earlier termination of this Agreement, set forth in this Section 4 but will not apply to any defense by Seller due to a post-termination condemnation or eminent domain action by the City with respect to the Property (collectively, "Post Termination Defenses").

The release set forth in this Section 4 includes Seller Condemnation and Relocation Claims relating to the Property of which Seller is presently unaware or which Seller does not presently suspect to exist which, if known by Seller, would materially affect Seller's release of the City. Seller specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, Seller realizes and acknowledges that factual matters now unknown to Seller may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected relating to the Seller Condemnation and Relocation Claims, and Seller further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Seller nevertheless hereby intends to release, discharge and acquit the City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses relating to the Seller Condemnation and Relocation Claims. Accordingly, with respect to the Seller Condemnation and Relocation Claims, the Seller, on behalf of itself and anyone claiming by, through or under the Seller, hereby assumes the above-mentioned risks and hereby expressly waives and relinquishes any right the Seller and anyone claiming by, through or under the Seller, may have under Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party."

Seller's Initials: _____

Notwithstanding the preceding provisions of this Section 4 or anything to the contrary set forth herein, the waivers and releases set forth in this Section 4 shall not apply to and Seller reserves any claims that it may have under this Agreement with respect to the following: (a) City's fraud or criminal conduct; (b) third party claims for bodily injury or personal injury arising out of the acts or omissions of the events occurring prior to Closing in connection with this Agreement; (c) any other claims not related to Seller Condemnation and Relocation Claims; and (d) Post-Termination Defenses (collectively, the "Excluded Claims").

The performance of this Agreement constitutes the entire consideration for the Property.

5. PROPERTY DOCUMENTS.

Within five (5) days following the Effective Date, Seller will deliver to City for review and copying to the extent in Seller's possession and reasonable control and to the extent reasonably pertaining to the Property including all leases, license agreements, final property condition reports, environmental reports, notices from governmental authorities (excluding any such notices provided by the City), surveys, maps, title insurance policies and contracts relating to the Property and any records relating to any lawsuits pending against the Seller, its agents or employees in connection with the ownership, operation, or management of the Property (collectively, the "Property Documents"). Notwithstanding the foregoing, Seller shall not be obligated to deliver to City (i) any document or item that is subject to attorney client or attorney-work product privilege, provided that Seller shall notify City if Seller is withholding any documents or items subject to any such privilege, which notice shall include a brief description of the subject matter of the item being withheld; (ii) any document or item that is proprietary to Seller (including any appraisals, estimations of value, purchase offers, letters of intent, or similar inquiries of interest concerning the acquisition or lease of the Property) or which Seller is contractually bound to keep confidential, provided that Seller shall notify City if Seller is withholding any document or item subject to confidentiality restrictions, which notice shall include a brief description of the subject matter of the item being withheld; and (iii) any documents or other materials that materially affect or pertain only to other portions of the Site and that do not materially affect or materially pertain to the Property. At Seller's option, some or all of the Property Documents may be provided to City by Seller in electronic format or by posting such documents on a web room (such as Dropbox). City acknowledges and agrees that Seller shall have no obligation to prepare any reports, studies or documentation pertaining to the Property and that except as set forth in Section 10.5 below, Seller makes no representation or warranty with respect to the Property Documents. City agrees that such materials are not intended as a substitute for City's own investigation of the Property. City shall rely on its own investigation of the Property and the Seller's representations and warranties in determining whether to proceed with the purchase of the Property.

6. INVESTIGATIONS.

Subject to the terms and conditions in this Section 6, at all reasonable times from the Effective Date until the Closing or earlier termination of this Agreement and upon not less than two (2) business days' prior email and telephone notice to Seller of any City Inspection, which notice shall be given to Seller via e-mail at the address set forth below and PBI (as defined in Section 11.7) via e-mail to Scott Clark at the following e-mail at sclark@palisadebuilders.com, City and its agents, employees, representatives, and independent contractors (collectively, "City's Representatives") shall be entitled, at City's sole cost and expense, to (i) enter onto the Property during normal business hours to perform any inspections, investigations, studies and tests of the Property that City deems prudent ("City Inspections"), including, without limitation, physical, engineering, soils, geotechnical and environmental investigations and assessments; and (ii) interview occupants of the Property, if any. City shall conduct all City Inspections pursuant to this section so as not to unreasonably interfere with or disturb the operations of any lawful tenants or lawful occupants of the Property. Prior to entering the Property, City shall obtain, or cause the City's Representatives that will enter the Property in connection with the investigations pursuant to this Section to obtain, general liability insurance (including umbrella or excess policies) in the amount of at least \$1,000,000 per occurrence, and at least \$1,000,000 in the aggregate, which insurance shall name Seller as an additional insured. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, City shall not conduct or allow, any City Inspection that includes physical or invasive testing, sampling, assessment, analysis or environmental or engineering investigations of the Property which include test holes, wells, or any other drilling, subsurface work, or physical sampling or explorations of the Property ("Physical Testing") without first obtaining Seller's written consent as to the timing and scope of the Physical Testing to be performed, which consent may be withheld by Seller in Seller's sole good faith discretion (and may be conditioned upon Seller's review and approval of a work plan). Subject to the City's compliance with the other terms and conditions of this Section 6, Seller hereby consents to the Physical Testing described as Option A (and the referenced location included in the figure) in the AECOM report to the City dated December 10, 2019 and pertaining to the Property, which report is attached as Exhibit F. In addition, with respect to any such Physical Testing, (a) City will perform such City inspections in a manner that will not unreasonably interfere with the activities of Seller and PBI, its subcontractors, or their respective employees, agents, and representatives on the Property; and (b) City will cause the following to occur at its cost and expense and in accordance with applicable legal requirements: (1) Soil that has been pre-characterized by in-situ soil testing and found to require disposal as a Class II or Class I waste shall be loaded directly into trucks for transport to the receiving facility once the appropriate off-site disposal location and permitting has been completed; (2) If direct disposal is not contemplated, the soil shall be placed in temporary on-site stockpiles on impermeable plastic sheeting (minimum 10-mil-thick) with a berm around the perimeter of the stockpile, separate from non-contaminated soil. Such stockpiled soil shall be well maintained at all times to prevent runoff/runoff and fugitive dust emissions. The stockpiled soil shall be disposed of no later than 30 days after removal in accordance with applicable requirements after testing of samples has been completed.

As a condition precedent to any City Inspections, City shall provide Seller with proof of such insurance and an additional insured endorsement naming Seller, its mortgage lender, and The Cortana Corporation as additional insured prior to commencing any City Inspections of the Property. In addition, unless otherwise agreed to by Seller, City shall repair

any material damage to the Property caused by any entry by City or City's Representatives thereon and shall restore the Property substantially to the condition in which it existed prior to such entry; provided, however, that City shall have no obligation to repair any damage caused by the acts or omissions of Seller or its agents, employees, contractors, representatives, guests, invitees, or tenants or to remediate, contain, abate or control any condition of the Property that existed prior to City's entry thereon unless such condition is exacerbated as the result of the City Inspections.

City will indemnify, defend, and hold Seller and Seller's officers, directors, shareholders, beneficiaries, members, partners, affiliates, agents, employees and attorneys, and their respective successors and assigns (collectively, the "Seller Parties") harmless for, from, and against any and all claims, damages, injuries, costs, liabilities, losses (including mechanics' liens), and expenses (including, without limitation, reasonable attorneys' fees) for property damage, bodily injury or death arising from any City Inspection, provided, however, that this indemnity shall not extend to, and City shall not be liable to any Seller Party for, (i) the mere discovery of any pre-existing Hazardous Materials (as defined in Section 10.8 below) arising from the conduct of any City's Inspection, including Physical Testing and any other investigation, sampling or testing of the Property performed by or on behalf of City or City's Representatives pursuant to this Section 6 (provided that City shall be liable for any exacerbation of any pre-existing Hazardous Materials caused by the active negligence or willful misconduct of the City or City's Representatives) or (ii) the gross negligence or willful misconduct of Seller, or any agent, contractor, representative or employee of Seller, in connection with City's entry on, or City's inspections, investigations or tests conducted at, the Property. Within five (5) days after Seller's written request, City will provide Seller with copies of any test or inspection reports prepared in connection with any City Inspection, at no cost to Seller. City's obligations under this Section 6 shall survive Closing or the termination of this Agreement.

7. CONTINGENCY PERIOD.

City in City's sole and absolute discretion, shall approve or disapprove the Property, including the condition of the Property and the feasibility of City's intended current or future use of the Property during the period beginning on the Effective Date and ending at 5:00 p.m. (California time) on the date that is ninety (90) days after the Effective Date (such period, the "Contingency Period"). On or before expiration of the Contingency Period, City shall deliver written notice to Seller either approving the Property (the "Approval Notice") or disapproving the Property (the "Disapproval Notice"). City's failure to deliver an Approval Notice or a Disapproval Notice shall be deemed disapproval. If City disapproves (or is deemed to have disapproved) the Property, the Deposits (to the extent previously paid by City) will be returned to the City, this Agreement shall automatically terminate and be of no further force or effect and neither party shall have any further rights or obligations hereunder except for those obligations of City or Seller that expressly survive such termination. If City approves the Property and provides the Approval Notice pursuant to this Section 7, this Agreement will continue, City shall deposit into Escrow the Second Deposit in accordance with Section 1, and the Deposits will become nonrefundable to the City (except as otherwise provided in this Agreement, including Section 2).

8. **CITY COVENANTS.** In connection with the design and construction of Improvements for the Project, Buyer shall determine whether any storm drainage, sewer, electrical, gas, telephone, or other utility lines, pipes or comparable improvements are located on the Fee Property and serve the balance of the Site ("Existing Site Improvements"). To the extent any Existing Site Improvements are located on the Fee Property, if such Existing Site Improvements must be modified, capped or relocated to accommodate the Project (the "Modified Site Improvements"), then at its sole cost and expense City will modify, cap and/or relocate such Existing Site Improvements to a location and/or a manner such that balance of the Site will receive benefits from the Modified Site Improvements that are comparable to the Existing Site Improvements. Seller agrees to cooperate with City in connection with any Modified Site Improvements, provided that any such cooperation will be at no cost or expense to Seller.

9. **TITLE.**

City may advise Seller in writing by not later than forty-five (45) days after the Effective Date what exceptions to title, if any, listed in the Preliminary Title Report from the Title Company dated September 10, 2021 Title Order No. FLNP-0061900603 (the "Preliminary Report") and identified on the survey by Towill Engineers and dated December 12, 2019 (the "Survey") are not acceptable to City (collectively, the "Title Objections"). The Preliminary Report, and the exceptions to title referred to therein, the Survey and the PBI License Agreement are collectively referred to as the "Title Documents." Seller shall have five (5) Business Days after receipt of City's Title Objections to give City notice that (a) Seller will remove any Title Objections from title (or afford the Title Company necessary information or certifications to permit it to insure over such exceptions) or (b) Seller elects not to cause such exceptions to be removed. Seller's failure to provide notice to City within such five (5) Business Day period as to any Title Objection shall be deemed an election by Seller not to remove the Title Objection. If Seller so notifies or is deemed to have notified City that Seller shall not remove any or all of the Title Objections, City shall have until the later of close of the Contingency Period or ten (10) Business Days after receipt of Seller's notice (or deemed disapproval) to determine whether (i) to proceed with the purchase and take the Property subject to such exceptions or (ii) to terminate this Agreement. If, within such period, City elects to terminate the Agreement due to Seller's election not to remove a Title Objection, then the Deposits shall be refundable to City notwithstanding anything to the contrary stated in Section 7. "Permitted Exceptions" shall include and refer to any and all exceptions to title shown on the Preliminary Report, excepting solely Title Objections that have been timely identified by City and that Seller has notified City pursuant to this Section that Seller is willing to remove, and any other exceptions to title approved in writing by City. Notwithstanding anything to contrary herein, Permitted Exceptions shall not include and Seller shall be obligated to remove (collectively, the "Prohibited Exceptions"): all title exceptions created by Seller in violation of this Agreement; any mechanic's liens or materialman's liens created by or through Seller unless arising in connection with City's activities on the Property; and all mortgages, deeds of trust and encumbrances executed by, assumed by or caused by Seller that secure an obligation to pay money (other than installments of real estate taxes and assessments not delinquent as of the Closing Date.)

The provisions of this paragraph apply in the event a title exception is identified after the City's objection period has expired, and such exception (each, a "New Exception") was not included on the Preliminary Report or Survey (other than the PBI License): (1) City may object in writing to such exception; (2) if Seller does not agree to remove such New Exception (and the

Seller shall promptly respond to the City following receipt of City's objection), City may either (a) terminate this Agreement, in which event the Deposits will be refundable to the City notwithstanding anything to the contrary in Section 7 or (b) agree to waive such exception, in which event such an exception will be a Permitted Exception. The City will make good faith and diligent efforts to (1) object to any New Exception within fifteen (15) days from the Public Works Director or the City Attorney's identification of the New Exception (the "City New Exception Objection Deadline") and (2) if it elects to terminate this agreement due to a New Exception that the Seller will not remove, terminate this agreement within ten (10) days after the Seller's notice that it will not remove a New Exception (the "City New Exception Termination Deadline"). If the City misses the City New Exception Objection Deadline and/or the City New Exception Termination Deadline, but later terminates this Agreement pursuant to this paragraph, then the Seller may retain from the Deposit an amount equal to \$50 for each day between the City New Exception Objection Deadline and the date the City provides notice of objection to the Seller or the City New Exception Termination Deadline and the date the City provides the notice of termination, as applicable (the "Per Diem Payment"). Such payment shall be paid to Seller by Escrow Holder's deduction of such amount from the Deposit and releasing such payment to Seller promptly after this Agreement is terminated. In no event will such payment be due if the New Exception is a Prohibited Exception. Notwithstanding the foregoing, if the City fails to object to any New Exception within thirty (30) days after the City New Exception Objection Deadline, or to terminate this Agreement by giving notice to Seller of such termination within thirty (30) days after the City New Exception Termination Deadline, then in either case Seller shall have the right to give written notice to City ("Seller's First Notice") stating that if City fails to make an objection or to terminate this Agreement within ten (10) business days from the date of Seller's First Notice, then Seller shall have the right in its sole and absolute discretion to terminate this Agreement by giving written notice to City ("Seller's Second Notice") at any time after lapse of such ten (10) business day period unless City, within ten (10) business days after its receipt of Seller's Second Notice, elects in writing to waive all objections to the applicable New Exception(s) and to waive City's right to terminate this Agreement pursuant to this Section 9. In the event City does not waive its objections and/or right to terminate pursuant to this Section 9 and Seller elects to terminate this Agreement after giving Seller's Second Notice, then the Deposits less any Per Diem Payment accruing prior to such termination shall be promptly returned to City and the parties shall have no further rights or obligations under this Agreement except to the extent such rights or obligations expressly survive termination.

During the Due Diligence Period, the City and Seller will prepare and use good faith efforts to agree upon a form of agreement to be executed at Closing (the "Easement Removal Document"), under which (a) City will release its rights under that certain declaration of covenants, conditions and restrictions of Menlo Station Development, recorded in the Office of the County Recorder of San Mateo County, State of California on March 23, 1981 under File No. 26228-AS Records of San Mateo County, California (the "1981 Easement"); and (b) Seller will release the Fee Property from the rights and obligations under the 1981 Easement. The parties will also cooperate and work in good faith to remove the Fee Property from property encumbered by the 1981 Easement on or before June 1, 2022, which cooperation will include using good faith efforts to obtain the consent from other property owners whose properties are subject to or benefit from the 1981 Easement to remove the Property from the 1981 Easement. If the 1981 Easement is not removed from the Fee Property by June 1, 2022, the City may terminate this Agreement by providing written notice to the Seller by June 30, 2022, in which event the Deposit will be released to the City and neither

party shall thereafter have any rights or obligations to the other hereunder. If the City fails to exercise its termination right by June 30, 2022, the City shall be deemed to have waived its rights to terminate this Agreement pursuant to this grammatical paragraph.

10. REPRESENTATIONS AND WARRANTIES

As an essential inducement to City entering into this Agreement, Seller represents and warrants to City as of the date hereof and as of the Closing Date:

10.1. No Conflicts. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, deed of trust, mortgage, loan agreement, or other document or instrument to which Seller is a party or by which Seller is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or any portion of the Property.

10.2. Due Organization; Consents. Seller is a California limited liability company. All requisite action has been taken by Seller in connection with entering into this Agreement and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the transactions contemplated hereby. No consent of any partner, member, shareholder, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other party is required in connection herewith that has not been obtained.

10.3. Seller's Authority; Validity of Agreements. Seller has full right, power, and authority to convey the Property to City as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by Seller in connection with this Agreement shall be duly authorized, executed and delivered by Seller and shall be valid, binding, and enforceable obligations of Seller.

10.4. Bankruptcy. Seller has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets; (iv) suffered the attachment or other judicial seizure of all or substantially all of its assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

10.5. Property Documents. Except as otherwise provided in this Agreement, Seller has made available or will make available to City in compliance with this Agreement, copies of all Property Documents. Property Documents that are furnished to City by Seller are and will be true and to Seller's knowledge complete copies of such materials in Seller's possession.

10.6. Litigation. To Seller's knowledge, there is no litigation or proceeding (including, but not limited to pending grievances or arbitration proceedings or foreclosure proceedings threatened) existing, pending or threatened, against or relating to the Seller or the Property. Except

as set forth in the Title Documents, Seller has not received notice of any special assessment from any governmental authority.

10.7. Leases and Use Rights. Excepting for the PBI License Agreement, as defined in Section 11.7 and as it may be amended in accordance with Section 11.7, and the Commercial Leases, as defined in Section 11.5, (a) Seller has not entered into or assumed any Lease relating to the Property that is currently in effect and (b) to Seller's actual knowledge no person or entity is currently occupying the Property or is a party to any "Lease." As used in this Agreement "Lease" will mean any lease, rental agreement, easement, license, or other right to occupy or use the Property, or portion thereof. The Commercial Leases allow (c) for parking uses on the Property at the reasonable discretion of the Seller and (d) for Seller to terminate use of the Property by any tenant or tenant's invitees upon notice and without the consent of or payment to any tenant or other third party and following such termination the Property will not be subject to the any Commercial Leases.

10.8. Hazardous Materials. To Seller's knowledge, except as may be otherwise disclosed in the Property Documents delivered by Seller to the City pursuant to this Agreement, and/or the Natural Hazard Disclosure Report (as defined in Section 19.4 below), the Property does not contain any hazardous or toxic materials, including but not limited to, any chemicals or materials regulated as hazardous or toxic under any federal, state or local law ("Hazardous Materials") in violation of applicable law. Seller agrees to provide City promptly in writing any information that Seller may acquire regarding the presence and location of any Hazardous Materials. Seller hereby discloses that the Property is located adjacent to a rail line and that in connection with railroad operations and activities, it is possible that Hazardous Materials were disposed of or released from trains operating on the rail line or in connection with the cleaning, repairing, maintaining and/or operating trains.

10.9. Service and Other Contracts. There are no maintenance, operating agreements, or other agreements affecting the Property, excepting those contracts and agreements relating to the operation and maintenance of the Site (the "Service Contracts"), the easements and other documents set forth in the Title Documents and the PBI License Agreement. All Service Contracts will be terminated by Seller with respect to the Property prior to the Closing. Except for the PBI License Agreement and easements or other agreements disclosed in or described in the Title Documents, Seller has not entered into any other contract, agreement, easement, license, understanding or commitment that will be binding on City or the Property after the Closing Date.

10.10. Non-Foreign Status. Seller is not a "foreign person" as defined in Internal Revenue Code Section 1445 or Sections 18805 and 26131 of the California Revenue and Taxation Code or any related regulations.

Whenever reference is made in this Agreement to the knowledge of Seller, such reference shall be deemed to mean the knowledge of David Wollenberg and not any implied, imputed or construction knowledge of such individual, Seller or any of Seller's agents, and, without any independent investigation or inquiry having been made or any implied duty to investigate or make any inquiries. Furthermore, it is understood and agreed that such individual is named in this Agreement solely for the purpose of establishing the scope of Seller's knowledge, and such individuals shall have no personal liability in any manner whatsoever

hereunder or otherwise related to the transactions contemplated hereby. Seller represents and warrants that the foregoing person is the person affiliated with Seller most knowledgeable regarding the ownership and operation of the Property and leasing of the Site.

All of the representations and warranties of Seller set forth in this Section 10 (collectively, "Seller's Warranties") shall be deemed re-made by Seller as of the Closing Date with the same force and effect as if in fact made at that time, subject to any qualifications made by Seller and accepted by City pursuant to the provisions set forth below. All of Seller's Warranties, in the form deemed re-made by Seller and accepted by City as of the Closing Date, shall survive the Closing for a period of twelve (12) months (provided that the representations and warranties in Section 10.7 pertaining to the Commercial Leases, which shall survive the Closing for 48 months, and shall not be subject to the twelve (12) month time limitation.)

11. COVENANTS OF SELLER.

In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the date hereof and the Closing Date:

11.1. Notice of Change in Circumstances. Seller shall promptly notify City upon Seller acquiring knowledge of any material change in the physical condition of any portion of the Property after the Effective Date or of any other event or circumstance that (a) materially, adversely affects the Property or (b) makes any Seller's representation or warranty untrue or misleading, (collectively, the "Seller Representation Notice") it being expressly understood that Seller's obligation to provide information to City under this Section shall, in no way relieve Seller of any liability for a breach by Seller of any of Seller's warranties or of any of Seller's covenants or agreements under this Agreement. Notwithstanding the forgoing, in no event shall Seller be liable to City for, or be deemed to be in default hereunder by reason of, any breach of representation or warranty for which Seller has provided a Seller Representation Notice prior to Closing, which breach results from any change not prohibited under the terms of this Agreement and beyond the reasonable control of Seller to prevent or cure. The City may terminate this Agreement upon notice to Seller if Seller delivers a Seller Representation Notice to City or if City has actual knowledge of a breach of any representation or warranty prior, in which event (c) the Deposits shall promptly be released to City and (d) neither party shall thereafter have any rights or obligations to the other hereunder. In addition, Seller shall not be liable with respect to any representation or warranty if, prior to Closing, the City Public Works Director or its senior project manager has actual knowledge of any breach of representation or warranty that contradicts any of Seller's representations or warranties and City nevertheless consummates the transaction contemplated by this Agreement.

11.2. Maintenance of Property. Seller shall not default with respect to the performance of any material obligation relating to the Property. Subject to the provisions of the PBI License Agreement, Seller shall maintain the Property prior to the Closing Date in substantially the same

manner as it has been previously maintained. Seller shall make no material alterations in the Property without City's prior written consent.

11.3. Exclusive Negotiations. For so long as this Agreement remains in effect, Seller shall (i) remove the Property from the market, and (ii) cease and refrain from any and all negotiations with any other prospective optionees or buyers of the Property.

11.4. Service Contracts; Other Contracts. Subject to Section 11.5, Seller shall not enter into, extend, renew or replace any existing Service Contracts or other contracts to the extent affecting the Property without City's prior written consent (which consent may be withheld in City's reasonable discretion), unless the same shall be cancelable, without penalty or premium (including but not limited to any cost or liability to the City) prior to Closing. Seller shall, at Seller's sole cost and expense, terminate all Service Contracts and agreements affecting the Property (excepting any Permitted Exception) on or before the Closing Date. Notwithstanding the foregoing, Seller shall have the right to modify, amend, cancel or terminate any Service Contracts that relate primarily to the maintenance, repair and operation of the Site (and not specifically to the Property) without City's consent so long as such Service Contracts are terminated without penalty or premium (including but not limited to any cost or liability to the City) with respect to the Property prior to Closing.

11.5. Leases. Notwithstanding anything to the contrary in Section 11.4, Seller shall not enter into any Leases or provide any other rights of occupancy or use with respect to the Property without City's prior written consent, which may be withheld by City in its sole and absolute discretion. The Seller is a party to the commercial leases listed in Exhibit G (the "Commercial Leases"). Seller will not modify the Commercial Leases in a manner that will breach or cause a conflict with the representation and warranty provided to City in Section 10.7. On or prior to the Closing, the Seller shall provide any required notice to each tenant of a Commercial Lease (each a "Commercial Tenant") that the Common Area will not include the Property. Seller shall, defend (with counsel acceptable to the City), and hold harmless the City, its councilmembers, officers, agents and employees (the "City Indemnitees") for all claims, losses, damages, costs and expenses (including attorneys' fees, charges and disbursements) for all actual damages sustained and incurred by the City and arising from or relating to Seller's breach of this Section 11.5 or 10.7 or in connection with any claims from a Commercial Tenant for compensation for the Property (or a portion thereof) and/or relocation expenses, benefits and/or assistance relating to the sale of the Property, including but not limited to, any compensation or benefits that the City is required to pay to the person or entity other than Seller under the Eminent Domain Law (Civil Procedure Code Sections 1230.010 et seq.) or the Relocation Law (Government Code Sections 7260 et seq.) in connection with the City's acquisition of that person or entity's interest in the Property and relocation from the Property. The provisions of this Section will survive Closing or earlier termination of this Agreement for 48 months.

11.6. Cooperation With City's Entitlement Activities and Transition. Seller desires to achieve the Parking Reduction prior to Closing and is conditioning its sale of the Property to the City on receipt of the Parking Reduction. The Parking Reduction approval process is estimated to take six to eight months from commencement. The City and Seller will, at no cost or expense to Seller, cooperate in applying to amend and restate the planned development permit to reduce the parking requirements for the remainder of Seller's real property located at 700-800 El Camino Real

APN 071-333-200 to permit Seller and its tenants and occupants to continue to use the remainder of the Site, without material adverse effect on Seller, notwithstanding the reduction in the available parking at the Site due to the sale of the Fee Property contemplated under this Agreement (the "Parking Reduction"). Nothing in this Agreement will obligate the City to approve or obtain the Parking Reduction, which shall be approved or disapproved by the City in its capacity as a regulatory entity. In the event the City disapproves the Parking Reduction prior to the Closing, this Agreement shall automatically terminate and be of no further force or effect and neither party shall have any further rights or obligations except for those obligations that expressly survive this Agreement.

11.7. PBI License Agreement. The Seller and Palisade Builders, Inc. ("PBI") are parties to a License Agreement dated June 17, 2019 and License Agreement No. 2 dated as of January 1, 2021 (collectively, the "PBI License Agreement"). The PBI License Agreement is a Property Document, and a copy of the PBI License Agreement was delivered to the City by Seller prior to the date of this Agreement. If requested by City at or prior to Closing, the Seller will execute and use commercially reasonable efforts to cause PBI to execute a City-standard form of license agreement or reasonable amendments to the existing PBI License Agreement to allow for such agreement to meet standard City requirements (the "Amended and Restated PBI License Agreement"), which shall include an assignment to the City. Any Amended and Restated PBI License Agreement will be reasonably acceptable to City. If Seller cannot secure PBI's execution of the Amended and Restated PBI License Agreement, Seller will provide PBI with notice of termination of the PBI License Agreement concurrently with the Closing.

12. **CONDITIONS PRECEDENT TO CLOSING.**

12.1. City's Conditions. The obligation of City to render performance under this Agreement is subject to satisfaction of the following conditions precedent to Closing (and conditions concurrent, with respect to deliveries to be made by the parties at Closing or at such earlier times as may be set forth below) ("City's Conditions"), which conditions may be waived, or the time for satisfaction thereof extended, by City only in a writing executed by City; provided, however, that any such waiver shall not affect City's ability to pursue any remedy City may have with respect to any breach hereunder by Seller:

12.1.1. Due Diligence. City shall have approved the Property in accordance with Sections 7 and 9 on or before the dates set forth in Sections 7 and 9, as applicable.

12.1.2. Construction Approvals and Agreements. City (a) shall have received all governmental approvals necessary to develop the Project, as determined by the City and all periods for the filing of an application for a referendum or other challenge regarding any such approval, have expired without the filing of an appeal or application, or if an appeal or application is filed, that the appeal or application is resolved on terms satisfactory to the City (b) shall have entered into one or more agreements with Caltrain, which will allow the construction of the Project on the Property and on and through the adjacent property owned by Caltrain (or subject to a Caltrain right of way or use) in a manner and cost acceptable to the City, as determined by the City in its sole and absolute discretion (the "Construction Agreements"). The Construction

Agreements are subject to City Council approval, which approval or disapproval shall be within the sole and absolute discretion of the City Council.

12.1.3. Parking Reduction. The City shall have obtained the Parking Reduction pursuant to Section 11.6 above and all administrative and judicial appeal periods for such approval, and all periods for the filing of an application for a referendum or other challenge regarding any such approval, have expired without the filing of an appeal or application, or if an appeal or application is filed, that the appeal or application is resolved on terms satisfactory to the City and Seller (collectively, the "Final Approval").

12.1.4. Title. Title Company shall be prepared and irrevocably committed to issue a CLTA standard coverage policy (or, if City obtains an ALTA survey acceptable to the Title Company, an ALTA extended coverage owner's policy of title insurance (2006 form)) in favor of City in an amount equal to the Purchase Price showing indefeasible fee simple title to the Fee Property vested in City and easement rights in the Easement Property, subject only to the Permitted Exceptions (collectively, the "Owner's Title Policy").

12.1.5. Seller's Warranties; No Default. All of Seller's representations and warranties set forth in this Agreement shall be true and correct in all material respects as of the Closing Date and Seller shall not be in default under this Agreement.

12.1.6. Seller's Deliveries. Seller shall have delivered all items to be delivered by Seller pursuant to Section 14.1 on or prior to the Closing Date.

12.1.7. Bankruptcy. No action or proceeding shall have been commenced by or against Seller under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors and no attachment, execution, lien or levy shall have attached to or been issued with respect to any portion of the Property.

12.2. Failure of City's Conditions. If any of City's Conditions have not been fulfilled within the applicable time periods, City may either waive such condition in writing and proceed to the Closing pursuant to this Agreement or terminate this Agreement, in which event (i) the Deposits (less any Termination Consideration owed) shall promptly be released to City and (ii) neither party shall thereafter have any rights or obligations to the other hereunder. Notwithstanding the foregoing, if any of City's Condition is not satisfied due to a default on the part of Seller, then City shall have the rights and remedies set forth in Section 17.2. In addition, notwithstanding anything in this Agreement to the contrary, if the City terminates this Agreement pursuant to Section 12.2 or Section 12.3, the Termination Consideration shall be deducted from the Deposits prior to the return of the Deposits to City.

12.3. Seller's Conditions. The obligation of Seller to render performance under this Agreement is subject to the satisfaction of the following conditions precedent to Closing (and conditions concurrent with respect to deliveries to be made by the parties at Closing) ("Seller's

Conditions"), which conditions may be waived, or the time for satisfaction thereof extended, by Seller only in a writing executed by Seller:

12.3.1. Subdivision Map Compliance. At its sole cost and expense, City shall issue concurrently with Closing a certificate of compliance reasonably acceptable to the Title Company and Seller evidencing that the Property and remainder of the Site constitute legal parcels in compliance with the California Subdivision Map Act and the subdivision ordinance and other regulations of the City.

12.3.2. Parking Reduction. At its sole cost and expense, The City shall have obtained the Parking Reduction pursuant to Section 11.6 and the Final Approval (as defined in Section 12.1.3) shall have occurred.

12.3.3. City's Due Performance. City shall have delivered all items and funds to be delivered by City pursuant to Section 14.2, on or prior to the Closing and shall not be in default of its representations, warranties, covenants or other obligations under this Agreement.

12.4. Failure of Seller's Conditions. If any of Seller's Conditions have not been fulfilled within the applicable time periods, Seller may terminate this Agreement by delivery of written notice thereof to City. Upon such termination, (i) the Deposits shall be released to Seller except as provided in Sections 12.2, 16 or 17.2, and (ii) neither party shall thereafter have any rights or obligations to the other hereunder. Notwithstanding the foregoing, if any Seller's Condition is not satisfied due to a default on the part of City, then Seller shall have the rights and remedies set forth in Section 17.1.

13. **CLOSING.**

13.1. Closing Date. Subject to the provisions of this Agreement, the Closing shall take place on the date which is thirty (30) days following the later of (a) the Final Approval of the Parking Reduction and the satisfaction of Section 12.1.2 or (b) on such other date as the parties hereto may agree. In no event will the Closing be later than twenty-four (24) months from the date of this Agreement. The date on which the Closing occurs or is scheduled to occur pursuant to this Section 13.1 is referred to as the "Closing Date."

13.2. Condition of Title at Closing. Upon the Closing, Seller shall sell, transfer and convey to City indefeasible fee simple title to the Fee Property pursuant to the Grant Deed and an easement pursuant to the Temporary Access and Construction Easement, subject only to the Permitted Exceptions.

13.3. Prorations; Closing Costs. Any license fees or other amounts payable under the Amended and Restated PBI License Agreement shall be prorated as of Closing. All property taxes and assessments owing on the Property shall be prorated as of the Closing. Each party shall pay its own costs and expenses arising in connection with the Closing (including, without limitation,

its own attorneys' and advisors' fees), except the City shall pay all escrow and recording fees and all title insurance premiums for the Owner's Title Policy.

14. CLOSING DELIVERIES.

14.1. Deliveries by Seller to Escrow. In time sufficient to permit the Closing on the scheduled Closing Date (in no event later than 1 Business Day in advance), Seller, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following documents and instruments, each effective as of the Closing Date and executed by Seller, in addition to the other items and payments required by this Agreement to be delivered by Seller:

14.1.1. Grant Deed. The original executed and acknowledged Grant Deed conveying the Fee Property to City;

14.1.2. Temporary Construction Easement and Temporary Access Easement. Original executed and acknowledged Temporary Construction Easement and Temporary Access Easement conveying the easements and rights described therein to the City;

14.1.3. Amended and Restated PBI License Agreement. An original Amended and Restated PBI License Agreement executed by Seller and PBI;

14.1.4. Other. Such other documents and instruments, signed and properly acknowledged by Seller, if appropriate, as may be reasonably required Title Company or otherwise in order to effectuate the provisions of this Agreement and the Closing of the transactions contemplated herein, including, without limitation, reasonable or customary resolutions, proof of authority, title affidavits (in a form reasonably acceptable to Seller) and required by Title Company to issue the Owner's Title Policy.

14.2. Deliveries by City. In time sufficient to permit the Closing on the scheduled Closing date (in no event later than 1 Business Day in advance), City, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following:

14.2.1. Temporary Construction Easement and Temporary Access Easement. Original executed and acknowledged Temporary Construction Easement and Temporary Access Easement conveying the easements and rights described therein to the City;

14.2.2. Amended and Restated PBI License Agreement. An original executed Amended and Restated PBI License Agreement executed by the City.

14.2.3. Balance, Prorations & Closing Costs. The balance of the Purchase Price and City's share of prorations and Closing Costs;

14.2.4. Other. Such other documents and instruments signed and properly acknowledged by City, if appropriate, as may reasonably be required by Escrow agent or otherwise in order to effectuate the provisions of this Agreement and the closing of the transactions contemplated herein.

14.3. Closing Procedure. When the Title Company has timely received all documents and funds identified in Sections 14.1 and 14.2, and has received written notification from City and Seller that all conditions to Closing have been satisfied or waived; and the Title Company is irrevocably committed to issue the Owner's Title Policy, the Title Company shall

14.3.1. Record the Grant Deed, Temporary Construction Easement and Temporary Access Easement in the Official Records;

14.3.2. Issue the Owner's Title Policy to City;

14.3.3. Deliver to City (i) a conformed copy showing all recording information of the Grant Deed, Temporary Construction Easement and Temporary Access Easement and (ii) City's closing statement; and

14.3.4. Deliver to Seller (i) the Purchase Price (as adjusted for prorations and Seller's share of closing costs), and (ii) Seller's closing statement.

15. **PRORATIONS.**

The following shall be prorated between City and Seller as of 12:01 a.m. on the Closing date: real property taxes and assessments, management, service, operating and maintenance expenses relating to contracts to be assigned to City; water, gas, electricity, sewer and other utility charges, annual permits and/or inspection fees and all other items of income and expense relating to the Property.

16. **RISK OF LOSS.**

16.1. Condemnation. In the event that prior to the Closing Date, the Property, or any part thereof, is subject to a taking by a public authority (other than the City), then City shall have the right, exercisable by giving notice to Seller within 30 days after receiving written notice of such taking either (a) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder and the Deposits shall be released to the City, or (b) to accept the Property in its then condition and proceed to close this transaction, and to receive an assignment of all of Seller's rights to any condemnation awards payable by reason of such taking. If City elects to proceed under clause (b) above, Seller shall not compromise, settle or adjust any claims to such awards without City's prior written consent, which consent shall not unreasonably be withheld. Seller agrees to give City prompt notice of any taking of the Property promptly after Seller receives notice of the same. Notwithstanding any provision of this Section 16.2 to the contrary, if any other part of the Site becomes subject to a taking by any public authority, Seller shall have the right to terminate this Agreement by written notice to City, in which event the Deposits shall be returned to City. For as long as this Agreement remains in effect, and provided Seller is not in default hereunder, the City agrees that it shall not acquire the Property under power of eminent domain.

16.2. Casualty. City acknowledges that the Property is not currently improved with any buildings or other structures and that the Purchase Price is based on the land value of the Property.

16.2.1. The City may terminate this Agreement in the event of any casualty affecting the Property, where the cost to repair or restore the Property to its previous condition exceeds \$380,000. Upon such termination, the Deposit shall be

released to City and neither party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof that expressly survives the termination of this Agreement.

16.2.2. If the cost to repair or restore the Property following a casualty does not exceed \$380,000 or if the City does not terminate this Agreement as set forth in 16.2.1, this Agreement shall remain in full force and effect and City shall bear the risk of loss if the Property is damaged as the result of fire, earthquake, flood, sinkhole or other casualty or act of God, and there shall be no diminution in the Purchase Price as the result of any such casualty or act of God.

17. DEFAULT.

17.1. DEFAULT BY CITY.

IN THE EVENT THAT THE ESCROW AND THIS TRANSACTION FAIL TO CLOSE AS A RESULT OF THE DEFAULT OF CITY IN THE PERFORMANCE OF ITS OBLIGATION TO PURCHASE THE PROPERTY UNDER THIS AGREEMENT, CITY AND SELLER AGREE THAT SELLER'S ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX AND THAT THE AMOUNT OF THE DEPOSITS REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES. THE PARTIES THEREFORE AGREE THAT IN THE EVENT THAT ESCROW AND THIS TRANSACTION FAIL TO CLOSE SOLELY AS A RESULT OF THE DEFAULT OF CITY IN THE PERFORMANCE OF ITS OBLIGATION TO PURCHASE THE PROPERTY HEREUNDER AND SELLER IS READY, WILLING AND ABLE TO PERFORM ITS OBLIGATIONS HEREUNDER., SELLER, AS SELLER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH DEFAULT, IS ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF THE DEPOSITS THEN HELD BY THE TITLE COMPANY. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. NOTWITHSTANDING ANYTHING IN THIS SECTION 17.1 TO THE CONTRARY, THIS SECTION 17.1 SHALL NOT WAIVE, LIMIT OR AFFECT (1) CITY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, (2) SELLER'S RIGHT TO RECOVER REASONABLE ATTORNEYS' FEES, COSTS INCURRED BY SELLER TO REPAIR ANY DAMAGE TO THE PROPERTY RESULTING FROM CITY'S INSPECTIONS, (3) SELLER'S RIGHTS IF IT IS THE PREVAILING PARTY IN ANY SUIT OR ACTION PURSUANT TO SECTION 20.16 (ATTORNEY'S FEES), AND (4) ANY COSTS INCURRED BY SELLER IN ENFORCING ITS RIGHTS TO RECEIVE THE DEPOSITS AS LIQUIDATED DAMAGES. SELLER AND CITY ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION 17.1, AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Seller's Initials

City's Initials

17.2. DEFAULT BY SELLER

In the event that Seller breaches its obligation to sell and transfer the Property to City pursuant to this Agreement, and if such breach is not cured within five (5) business days after Seller's receipt of written notice from City specifying such breach, then City may either (i) terminate this Agreement by delivery of notice of termination to Seller, whereupon City shall have the right to the return of all Deposits previously deposited by City into Escrow and to recover from Seller its actual out-of-pocket costs for legal and inspection fees incurred by City and all other out-of-pocket expenses incurred by City in connection with this transaction, including, without limitation, attorneys' fees, application fees, architect fees, environmental and engineering consultants' fees not to exceed, in the aggregate, One Hundred Thousand Dollars, and neither party shall have any further rights or obligations hereunder except for those provisions specified to survive or (ii) assert an action for specific performance of Seller's obligations to sell and transfer the Property to City pursuant to this Agreement. Except for those claims specified to survive, claims of breach asserted against Seller must be expressly asserted in a lawsuit filed and service on Seller within the twelve (12) month period immediately following the Closing Date, and Seller shall have no liability whatsoever for any such alleged breach if such claim is not expressly asserted in a lawsuit filed and service on Seller within such twelve (12) month period.

17.3 Waiver of Certain Damages. Without limiting the other provisions of this Article 17, neither City nor Seller shall be liable for consequential or punitive damages (including any damages for lost profits, lost opportunity, or lost revenue). City waives its right to record a lis pendens or similar notice against all or any portion of the Property except in connection with a specific performance action brought in accordance with the terms of Section 17.2 or following termination of this Agreement. In no event does or will the City waive any of its rights to proceed in eminent domain if this Agreement is terminated as the result of Seller's breach of this Agreement.

18. **BROKERS.**

18.1. Seller. Seller hereby represents, warrants, and covenants to City that Seller has not dealt with any third party in a manner that would obligate City to pay any brokerage commission, finder's fee or other compensation due or payable with respect to the transaction contemplated hereby. Seller hereby indemnifies and agrees to protect, defend and hold City harmless from and against any and all claims, losses, damages, costs and expenses (including attorneys' fees, charges and disbursements) incurred by City by reason of any breach or inaccuracy of the representation, warranty and agreement of Seller contained in this Section. The provisions of this Section shall survive the Closing or earlier termination of this Agreement.

18.2. City. City hereby represents, warrants, and covenants to Seller that City has not dealt with any third party in a manner that would obligate Seller to pay any brokerage commission, finder's fee or other compensation due or payable with respect to the transaction contemplated hereby. City hereby indemnifies and agrees to protect, defend and hold Seller harmless from and against any and all claims, losses, damages, costs and expenses (including attorneys' fees, charges and disbursements) incurred by Seller by reason of any breach or inaccuracy of the representation,

warranty and agreement of City contained in this Section. The provisions of this Section shall survive the Closing or earlier termination of this Agreement.

19. DISCLOSURES; AS-IS SALE; RELEASE OF CLAIMS.

19.1. Health and Safety Code Notice. Section 25359.7 of the California Health and Safety Code requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substance has come to be located on or beneath the real property to provide written notice of such to a buyer of the real property. City and Seller acknowledge that Seller has advised City that the sole inquiry and investigation Seller has conducted in connection with the environmental condition of the Property is to obtain and/or review those certain environmental assessments and studies of the Property, if any, delivered to City pursuant to this Agreement (collectively, "Seller's Environmental Reports"). City (a) acknowledges City's receipt of the foregoing notice given pursuant to Section 25359.7 of the California Health and Safety Code; (b) will be, prior to the expiration of the Contingency Period, fully aware of the matters described in Seller's Environmental Reports; and (c) after receiving advice of City's legal counsel, waives, to the extent permitted by law, any and all rights City may have to assert that Seller has not complied with the requirements of Section 25359.7 of the California Health and Safety Code. City further acknowledges that City retained AECOM Technical Services ("AECOM") to obtain a Phase I Environmental Site Assessment for the Property and has received and reviewed the Final Phase I Environmental Site Assessment prepared by AECOM dated December 10, 2019.

19.2. As-Is Sale. Except as otherwise provided in this Agreement, Seller hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present, or future, of, as to, or concerning (a) the nature and condition of the Property, including, but not by way of limitation, the Improvements, the water, soil, geology, environmental conditions (including the presence or absence of any environmental contamination, or toxic pollution as a result of the presence, use, discharge, or release of Hazardous Materials on, about, or in the Property), and the suitability thereof for any and all activities and uses which City may elect to conduct thereon; (b) the nature and extent of any right-of-way, lease, possessory interest, lien, encumbrance, license, reservation, condition, or otherwise; (c) the compliance of the Property or its operation with any laws, codes, ordinances, policies, statutes, ordinances or regulations of any government or other body; (d) the quality, nature, adequacy, and physical condition of soils, geology, and any groundwater, including the presence of fill or the adequacy of soils compaction or the possibility or extent of any subsidence; (e) the size, square footage, acreage or boundaries of the Property; (f) the existence, nature or adequacy of ingress and egress to the Property; (g) the existence, nature, and adequacy of parking and of utilities serving the Property, including without limitation water, sewer, electric, gas, phone and cable service; (h) the nature, adequacy and quality of drainage on the Property, including the occurrence of any flooding, and the presence or adequacy of any sloughs or levees; (i) the present or future zoning or other legal status of the Property or any other private restrictions on use of the Property; (j) the development potential of the Property, and the Property's use, habitability, merchantability or fitness, or the suitability, value or adequacy of the Property for any purpose; (k) the presence of Hazardous Materials, on, under or about the Property, or adjoining or neighboring property; (l) the manner, quality or adequacy of existing construction, site or grading work on the Property or any construction materials; (m) the condition of title to the Property and the terms and conditions of the Leases; (n) the economics of operation of the Property,

including but not limited to the projected income or expenses for any of the Property; and (m) any aspect, whether latent or patent, of any of the Property (collectively, all of the foregoing shall be hereinafter referred to as the “Property Condition Matters”). City represents that City is a knowledgeable purchaser of real estate and that City is relying solely on the Seller's representations and warranties as set forth in this Agreement and City's own expertise and the expertise of City's consultants and advisors and is making and relying upon its own inspections of all aspects of the Property. The sale of the Property as provided for herein is made on an “AS-IS AND WITH ALL FAULTS” basis, and City expressly acknowledges that, in consideration of the agreements of Seller herein, and except as otherwise expressly specified herein, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, OF THE PROPERTY. In particular, but without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, economic viability, value, safety or security issues relating to the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements. City acknowledges that it is entering into this Agreement on the basis of City's own investigation of the physical and environmental conditions of the Property and all other matters affecting the Property, including without limitation subsurface or latent conditions, and City assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigations. Without limiting the foregoing, City acknowledges that neither Seller nor anyone on behalf of Seller has made any representations, statements or warranties regarding the location of the Property within any natural hazard areas or other areas, or with respect to any other matters of concern, which are the subject of the Natural Hazard Disclosure Report(s). City acknowledges and agrees that Seller has not made, is not making and shall make no representation or warranty of any nature concerning the accuracy or completeness of the Natural Hazard Disclosure Report(s), except as expressly provided in this Agreement, notwithstanding any statement, term or condition set forth in the Natural Hazard Disclosure Report(s). Seller shall have absolutely no liability if the Property is located in any natural hazard area or other area of concern, and City assumes all risk relating thereto. City acknowledges and agrees that the matters set forth in the Natural Hazard Disclosure Report(s) may change on or prior to the Closing and that Seller has no obligation to update, modify or supplement the Natural Hazard Disclosure Report(s).

As of the expiration of the Contingency Period, City agrees that it shall have conducted or shall have been provided with the opportunity to conduct, such investigations of the Property, including, but not limited to, the physical and environmental condition thereof, as City reasonably deems necessary to satisfy itself as to the condition of the Property, and will rely solely upon the same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than the representations and warranties of Seller that are expressly set forth in this Agreement. City further acknowledges and agrees that there are no oral agreements, warranties or representations, collateral to or affecting the Property, by Seller, any of the Seller Parties, any agent of Seller or any third party except for Seller's express representations and warranties in this Agreement. Seller is not liable or bound in any manner by any oral or written

statements, representations or information pertaining to the Property furnished by any real estate broker, agent, employee, servant or other person, unless the same are specifically set forth or referred to in this Agreement. City acknowledges that the Purchase Price reflects the "AS IS, WHERE IS" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property, except as to Seller's representations and warranties in Section 10. City, with City's counsel, has fully reviewed the disclaimers, waivers and other provisions set forth in this Agreement, and understands the significance and effect thereof. City acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of this Agreement, and that Seller would not have agreed to sell the Property to City for the Purchase Price without the disclaimers, waivers and other provisions set forth in this Agreement. The terms and conditions of this Section 19.2 will expressly survive the Closing and will not merge with the provisions of any closing documents.

19.3 RELEASE OF CLAIMS. Effective from and after the Closing, except for actions to enforce this Agreement, as limited by the terms and conditions of this Agreement and for actions by the City in its governmental or regulatory capacity, City hereby waives, releases, acquits, and forever discharges Seller, and Seller's agents, directors, officers, and employees to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to the (including but not limited to the existence of any of Hazardous Materials on or about) the Property. In no event will the City's release of Seller include matters arising Seller's breach, fraud or intentional misrepresentation or conduct, a claim for the return of any deposit, Seller's indemnification obligations under this Agreement, Seller's obligations under any other agreements with the City, Seller's obligations under any other provision that survives this Agreement, matters arising from the remainder of the Site or Seller's actions or omissions following Closing. City expressly waives its rights granted under the provisions of any law that provides that a general release does not extend to claims that buyer does not know or suspect to exist in its favor at the time of executing the release, which if known by it must have materially affected its agreement to release Seller including, without limitation, California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The provisions of this Section will survive the Closing.

Seller's Initials: _____

City's Initials: _____

19.4. Natural Hazard Disclosures. City and Seller acknowledge that Seller may be required to disclose if the Property lies within the following natural hazard areas or zones: (a) a special flood hazard area designated by the Federal Emergency Management Agency (California

Civil Code Section 1102.17); (b) an area of potential flooding (California Government Code Section 8589.4); (c) a very high fire hazard severity zone (California Government Code Section 51183.5); (d) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4136); (e) an earthquake fault zone (California Public Resources Code Section 2621.9); or (f) a seismic hazard zone (Public Resources Code Section 2694) (collectively, the “Natural Hazard Matters”). Prior to the expiration of the Contingency Period, Seller will engage through Escrow Holder the services of an organization satisfactory to Seller and Escrow Holder (which, in such capacity, is herein called the “Natural Hazard Expert”) to examine maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill its disclosure obligations, if and to the extent such obligations exist, with respect to the natural hazards referred to above and to report the result of its examination to City and Seller in writing, which report shall be delivered to City the “Natural Hazard Disclosure Report(s)”). City acknowledges that the Property may be within a special study zone as designated under the Alquist-Priolo-Geologic Hazard Act (Section 2621 *et seq.* of the California Public Resources Code); if the Property is so located, construction or development on the Property of any structures intended for human occupancy may be subject to the findings of a geological report prepared by a geologist registered in the State of California.

20. MISCELLANEOUS PROVISIONS.

20.1. Right of Possession and Use. It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the Fee Property by City, and/or its designees or assignees including the right to remove and dispose of improvements, and install and connect utilities shall commence following the Closing Date and that the Purchase Price includes, but is not limited to, full payment for such possession and use, including interest and damages if any, from said date.

20.2. Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

20.3. Entire Agreement. This Agreement, including the exhibits and schedules attached hereto, constitutes the entire agreement between City and Seller pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, negotiations and discussions, whether oral or written, of the parties.

20.4. Modifications; Waiver. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

20.5. Notices. All notices, consents, requests, reports, demands or other communications hereunder (collectively, “Notices”) shall be in writing and may be given personally or by reputable overnight delivery service to each of the parties at the following addresses:

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

With a copy to: City of Menlo Park
Attn: Public Works Director
701 Laurel Street
Menlo Park, CA 94025

To Seller: Menlo Station Development, LLC
Attn: David Wollenberg
800 El Camino Real Suite 210
Menlo Park, CA 94025

or to such other address or such other person as the addressee party shall have last designated by written notice to the other party. Notices shall have been deemed to have been delivered on the date of delivery or refusal. All copies of Notices (i.e., those provided to any person or entity other than Seller, City, or Escrow Holder) shall be given as a courtesy only, and the failure or inability to deliver any courtesy copy of any Notice will not invalidate the Notice given to Seller, City, or Escrow Holder.

20.6. Severability. Any provision or part of this Agreement which is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

20.7. Successors and Assigns; Third Parties. All the rights, duties, benefits, liabilities and obligations of the parties shall inure to the benefit of, and be binding upon, their respective successors and assigns. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

20.8. Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts,

each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

20.9. Headings. The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof.

20.10. Time of the Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.

20.11. Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Seller and City, Seller and City agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the transactions contemplated hereby.

20.12. Joint and Several Liability. If Seller consists of more than one person or entity, the obligations of each person or entity executing this Agreement as Seller shall be joint and several.

20.13. Number and Gender. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders.

20.14. Construction. This Agreement shall not be construed more strictly against one party hereto than against any other party hereto merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

20.15. Exhibits. All exhibits attached hereto are hereby incorporated by reference as though set out in full herein.

20.16. Attorneys' Fees. If any action is brought by either party against the other party, relating to or arising out of this Agreement, the transaction described herein or the enforcement hereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. The provisions of this Section shall survive the entry of any judgment, and shall not merge, or be deemed to have merged, into any judgment.

20.17. Business Days. As used herein, the term "Business Day" or "business day" shall mean a day that is not a Saturday, Sunday or legal holiday. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday under the laws of the State of California, the date for performance thereof shall be extended to the next Business Day.

20.18. Memorandum of Purchase Agreement. If City delivers an Approval Notice pursuant to Section 7, then within ten (10) days after the expiration of the Contingency Period, at the request of the City the parties shall record a Memorandum of this Agreement substantially in the form attached as Exhibit E. As a condition to the recordation of the Memorandum of Agreement, City shall concurrently with depositing its signed Memorandum of Agreement into

escrow, execute, acknowledge and deposit into escrow (a) a quitclaim deed or other instrument sufficient to remove the Memorandum of Agreement from record (the "Memorandum Termination"), and (b) irrevocable escrow instructions directing the Escrow Holder to record the Memorandum Termination upon the termination of this Agreement. In the event the Memorandum of Agreement is recorded in the Official Records of San Mateo County pursuant to the terms hereof and this Agreement alter terminates prior to Closing, then, City and Seller shall promptly execute and deliver any documents reasonably required by the Title Company to remove the Memorandum of Agreement from record title

20.19. City's Design and Construction. The Project includes a tunnel that will traverse the adjacent Caltrain right of way. The City agrees that the City's development (including design and construction) of the Project will not create direct access from the tunnel to the Site without the prior written consent of the Seller, unless such access is required by an instrument or document recorded against the Property that constitutes a Permitted Exception. The provisions of this Section shall survive until such time as the construction of the Project is completed. Nothing in this Section shall obligate the City to construct the Project or from later exercising its powers in eminent domain.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth next to their respective signatures.

CITY: CITY OF MENLO PARK

Starla L. Jerome-Robinson, City Manager

APPROVED AS TO FORM:

By: _____
Heather Gould, Special Counsel

ATTEST:

Judi A. Herren, City Clerk

SELLER:

MENLO STATION DEVELOPMENT, LLC,

By: The Cortana Corporation, a California corporation

Its: Manager

By: _____

Title: _____

Acceptance by Lawyer's Title

Lawyer's Title Company acknowledges receipt of the foregoing Agreement and accepts the instructions contained herein.

LAWYER'S TITLE COMPANY

By _____

Name and Title _____

Date of Execution by Title Company: _____

List of exhibits

- A. Site Map
- B. Property Description
- C. Grant Deed
- D. Temporary Construction Easement
- E. Temporary Access Easement
- F. Memo of Purchase Agreement
- G. Description of Physical Inspection

EXHIBIT A

SITE MAP*



*Note that the Property to be acquired is only a portion of the Site (highlighted in yellow) and is shown in more detail in Exhibit B.

EXHIBIT B

Property Description

(R/W Acquisition Area = Fee Property)

TCE and Temporary Access Easement = Easement Property.

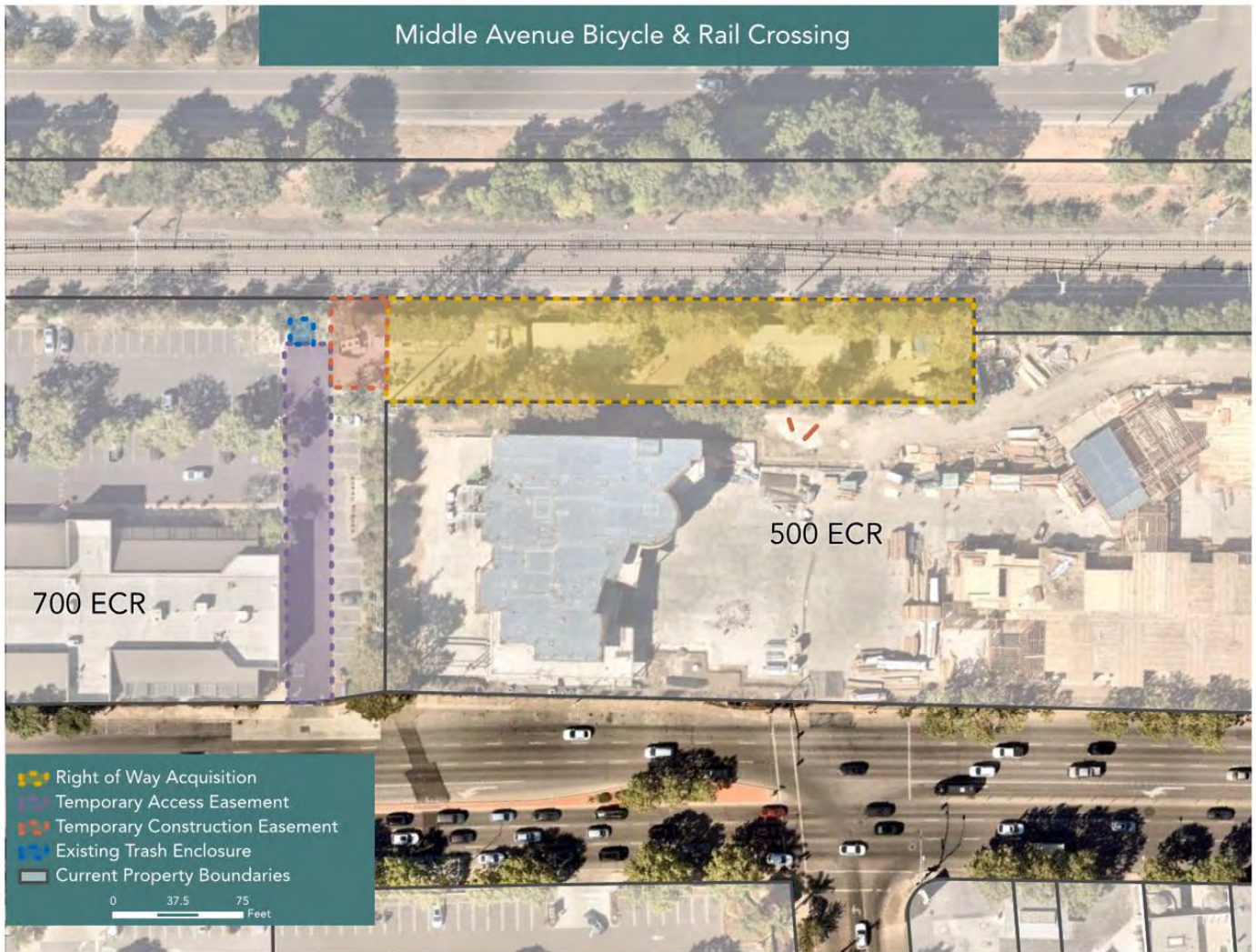


EXHIBIT B-1

Fee Property (Plat and Legal Description.)

Legal description for Fee Area

City of Menlo Park, County of San Mateo, State of California

All that real property situate in the City of Menlo Park, County of San Mateo, State of California, said property being a portion of Parcel 5 as described in that certain grant deed to the Menlo Station Development, a California General Partnership, recorded May 23, 2005 as Document 2005-084651, San Mateo County Records, being more particularly described as follows:

BEGINNING at the intersection of the westerly corner of Parcel "B" as shown on Parcel Map filed March 19, 1981 in Book 49 of maps at page 86, San Mateo County Records, with the most southerly corner of a Parcel 2 as shown on Parcel Map filed June 25, 1980 in Book 51 at pages 5-7, San Mateo County Records, thence along the line common to said Parcel "B" and said Parcel 2, North 39°27'27" East 52.00 feet to the northerly line of said Parcel 2; Thence leaving said Parcel "B", along the northerly line of said Parcel 2, North 50°32'49" West 336.21 feet; Thence South 39°27'11" West 52.00 feet to a corner of said Parcel 2; Thence along the westerly line of said Parcel 2, South 50°32'49" East 336.20 feet to the **POINT OF BEGINNING**.

Containing an area of 17,483 square feet, more or less.

Exhibit "B" attached hereto and made a part hereof.

END OF DESCRIPTION

The distances stated in this description is per record mapping. The southwesterly line of Parcel 2 having a record of North 51°45'00" West 336.23 per Parcel Map filed June 25, 1980 in Book 51 at pages 5-7, San Mateo County Records, said line being described as South 50°32'49" East 3336.20 feet for this description.

This land description has been prepared by me, or under my direction, pursuant to Chapter 15, Article 3, Section 8726(1), of the Professional Land Surveyors' Act, and in conformance with Division 2, Chapter 2, Article 1, Section 66428(a)(2) of the Subdivision Map Act of the State of California and shall not be utilized in any conveyance which may violate said act(s) or local ordinances.

EXHIBIT B-2

Easement Property (Plat and Legal Description.)

Legal description Temporary Construction Easement City of Menlo Park, County of San Mateo, State of California

TEMPORARY CONSTRUCTION EASEMENT:

All that real property situate in the City of Menlo Park, County of San Mateo, State of California, said property being a portion of Parcel 1 as described in that certain grant deed to the Menlo Station Development, a California General Partnership, recorded May 23, 2005 as Document 2005-084651, San Mateo County Records, being more particularly described as follows:

COMMENCING at the most southerly corner of Parcel 3 as shown on Parcel Map filed June 25, 1980 in Book 51 at pages 5-7, San Mateo County Records, said point being on the northeasterly right of way line of El Camino Real (width varies), thence leaving said corner, along the northeasterly right of way line El Camino Real, North 60°33'44" West 26.40 feet; Thence leaving said right of way line, North 39°27'11" East 176.42 feet to the **True Point of Beginning**; Thence continuing northeasterly, North 39°27'11" East 6.00 feet; Thence North 0°19'44" West 15.63 feet; Thence North 39°27'11" East 30.00 feet, to the northeasterly parcel line of said Parcel 3 of the parcel map filed in Book 51 at pages 5-7, San Mateo County Records; Thence along said parcel line, South 50°32'49" East 36.00; Thence South 39°27'11" West 48.01 feet; Thence North 50°32'49" West 26.00 feet to the **True Point of Beginning**.

Containing an area of 1,608 square feet, more or less.

Exhibit "B" attached hereto and made a part hereof.

END OF DESCRIPTION

The distances stated in this description are approximate per record mapping. The northeasterly right of way line of El Camino Real having a record of North 51°55'38" West per Parcel Map filed June 25, 1980 in Book 51 at pages 5-7, San Mateo County Records, said line being described as North 50°43'27" West for this description.

This land description has been prepared by me, or under my direction, pursuant to Chapter 15, Article 3, Section 8726(l), of the Professional Land Surveyors' Act, and in conformance with Division 2, Chapter 2, Article 1, Section 66428(a)(2) of the Subdivision Map Act of the State of California and shall not be utilized in any conveyance which may violate said act(s) or local ordinances.

**Legal description Temporary Access Easement
City of Menlo Park, County of San Mateo, State of California**

TEMPORARY ACCESS EASEMENT:

All that real property situate in the City of Menlo Park, County of San Mateo, State of California, said property being a portion of Parcel 1 as described in that certain grant deed to the Menlo Station Development, a California General Partnership, recorded May 23, 2005 as Document 2005-084651, San Mateo County Records, being more particularly described as follows:

COMMENCING at the most southerly corner of Parcel 3 as shown on Parcel Map filed June 25, 1980 in Book 51 at pages 5-7, San Mateo County Records, said point being on the northeasterly right of way line of El Camino Real (width varies), thence leaving said corner, along the northeasterly right of way line El Camino Real, North 60°33'44" West 26.40 feet to the **True Point of Beginning**; Thence continuing along said northeasterly right of way line, North 60°33'44" West 15.52 feet; Thence North 50°43'27" West 11.72 feet; Thence leaving said northeasterly right of way line, North 39°27'11" East 197.15 feet; Thence South 50°34'51" East 17.00 feet; Thence South 0°19'44" East 15.63 feet; Thence South 39°27'11" West 182.42 feet to the **True Point of Beginning**.

Containing an area of 5,242 square feet, more or less.

Exhibit "B" attached hereto and made a part hereof.

END OF DESCRIPTION

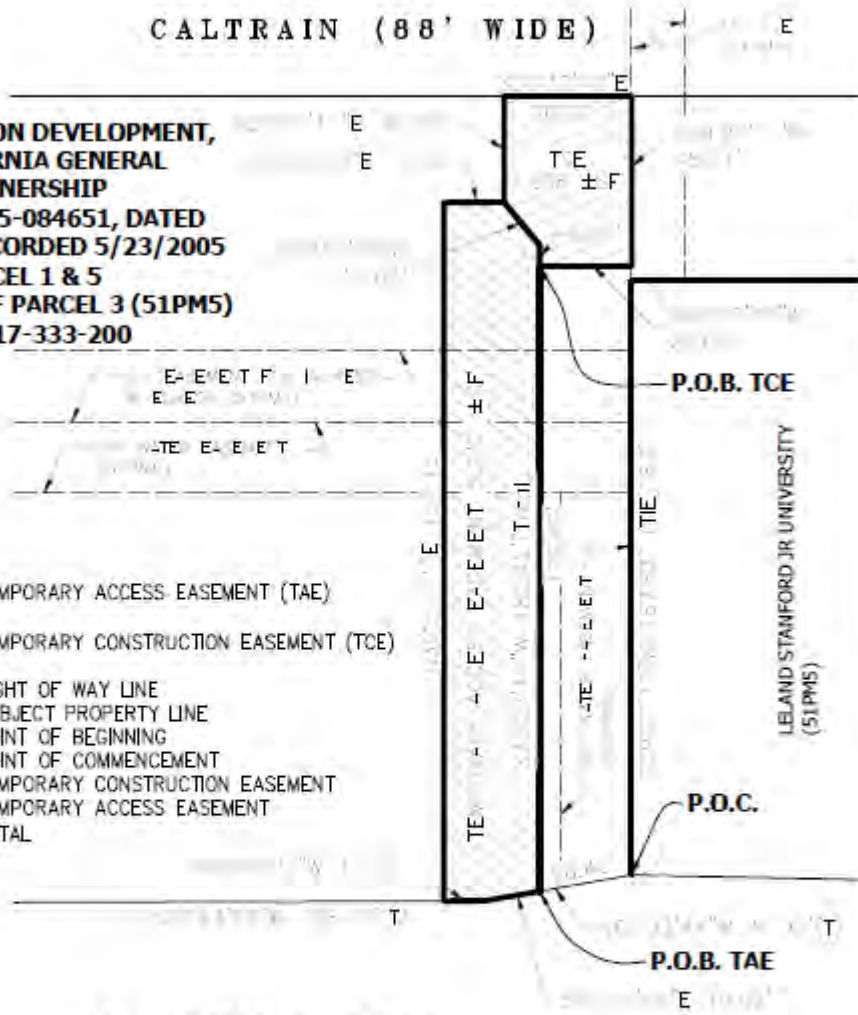
The distances stated in this description are approximate per record mapping. The northeasterly right of way line of El Camino Real having a record of North 51°55'38" West per Parcel Map filed June 25, 1980 in Book 51 at pages 5-7, San Mateo County Records, said line being described as North 50°43'27" West for this description.

This land description has been prepared by me, or under my direction, pursuant to Chapter 15, Article 3, Section 8726(I), of the Professional Land Surveyors' Act, and in conformance with Division 2, Chapter 2, Article 1, Section 66428(a)(2) of the Subdivision Map Act of the State of California and shall not be utilized in any conveyance which may violate said act(s) or local ordinances.

EXHIBIT "B"

CALTRAIN (88' WIDE)

**MENLO STATION DEVELOPMENT,
A CALIFORNIA GENERAL
PARTNERSHIP**
DOC. NO. 2005-084651, DATED
5/20/2005 RECORDED 5/23/2005
PARCEL 1 & 5
BEING PORT. OF PARCEL 3 (51PM5)
APN: 017-333-200

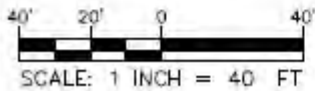


LEGEND:

- TEMPORARY ACCESS EASEMENT (TAE)
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- RIGHT OF WAY LINE
- SUBJECT PROPERTY LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- TCE TEMPORARY CONSTRUCTION EASEMENT
- TAE TEMPORARY ACCESS EASEMENT
- (T) TOTAL

EL CAMINO REAL
(WIDTH VARIES)

250' ± to
MARKET AVENUE



SHEET 1 OF 1

SEPTEMBER 21, 2020
CITY OF MENLO PARK
COUNTY OF SAN MATEO, STATE OF CALIFORNIA

TOWILL Surveying, Mapping
and GIS Services
2300 Clayton Road, Suite 1200
Concord, CA 94520-2176

EXHIBIT C

GRANT DEED

RECORDING REQUESTED BY:
City of Menlo Park

WHEN RECORDED MAIL TO:
City of Menlo Park
700 Laurel Street
Menlo Park, California 94025

Attn: City Clerk

APN: 071-333-200 (portion of)

MAIL TAX STATEMENTS TO: SAME AS ABOVE

SPACE ABOVE FOR RECORDER'S USE

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and Documentary Transfer Tax of \$0.00, exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922 (Governmental Agency Acquiring Title).

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **MENLO STATION DEVELOPMENT, LLC, a California limited liability company ("Grantor")** HEREBY GRANT(S) TO **CITY OF MENLO PARK, A MUNICIPAL CORPORATION ("Grantee")**, the following Property.

That certain property in the County of San Mateo, State of California, more particularly described in the legal description as Exhibit C-1 and depicted in plat map as Exhibit C-2, attached hereto and by this reference incorporated herein.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO THE FOLLOWING: (a) easements, claims of easements, and other encumbrances and matters that are matters of public record; and (b) encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Property.

THE PROPERTY IS CONVEYED TO GRANTEES SUBJECT TO THE FOLLOWING:

GRANTOR

Dated: _____, 20__

Menlo Station Development, LLC, a California limited liability company

By: The Cortana Corporation, a California corporation

Its: Manager

Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF _____

On this ____ day of _____, 20__, before me, _____, a Notary Public in and for the State of California, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL the day and year first above written.

NOTARY PUBLIC

EXHIBIT C-1 to Grant Deed
(Legal Description)

**Legal description for Fee Area
City of Menlo Park, County of San Mateo, State of California**

All that real property situate in the City of Menlo Park, County of San Mateo, State of California, said property being a portion of Parcel 5 as described in that certain grant deed to the Menlo Station Development, a California General Partnership, recorded May 23, 2005 as Document 2005-084651, San Mateo County Records, being more particularly described as follows:

BEGINNING at the intersection of the westerly corner of Parcel "B" as shown on Parcel Map filed March 19, 1981 in Book 49 of maps at page 86, San Mateo County Records, with the most southerly corner of a Parcel 2 as shown on Parcel Map filed June 25, 1980 in Book 51 at pages 5-7, San Mateo County Records, thence along the line common to said Parcel "B" and said Parcel 2, North 39°27'27" East 52.00 feet to the northerly line of said Parcel 2; Thence leaving said Parcel "B", along the northerly line of said Parcel 2, North 50°32'49" West 336.21 feet; Thence South 39°27'11" West 52.00 feet to a corner of said Parcel 2; Thence along the westerly line of said Parcel 2, South 50°32'49" East 336.20 feet to the **POINT OF BEGINNING**.

Containing an area of 17,483 square feet, more or less.

Exhibit "B" attached hereto and made a part hereof.

END OF DESCRIPTION

The distances stated in this description is per record mapping. The southwesterly line of Parcel 2 having a record of North 51°45'00" West 336.23 per Parcel Map filed June 25, 1980 in Book 51 at pages 5-7, San Mateo County Records, said line being described as South 50°32'49" East 3336.20 feet for this description.

This land description has been prepared by me, or under my direction, pursuant to Chapter 15, Article 3, Section 8726(I), of the Professional Land Surveyors' Act, and in conformance with Division 2, Chapter 2, Article 1, Section 66428(a)(2) of the Subdivision Map Act of the State of California and shall not be utilized in any conveyance which may violate said act(s) or local ordinances.

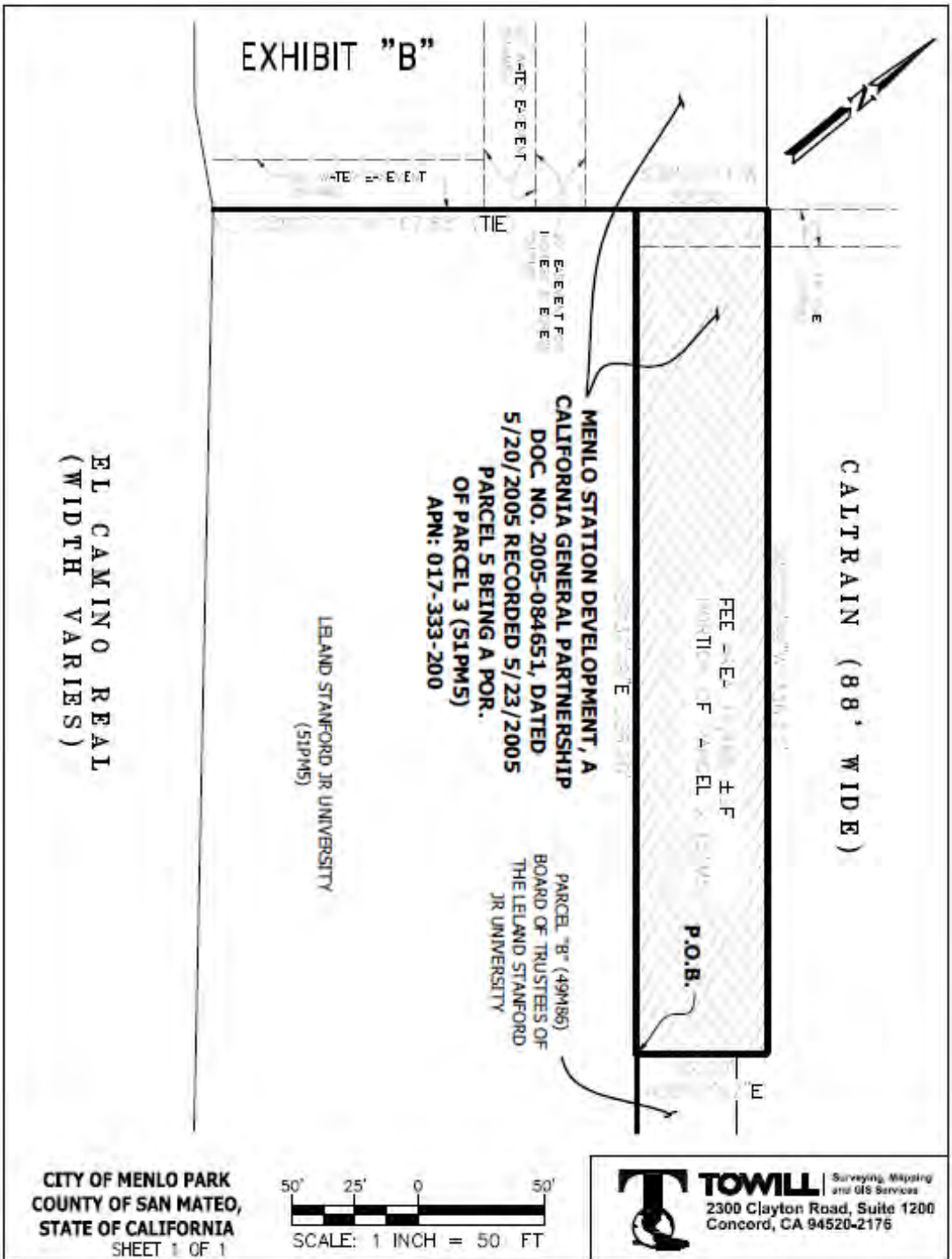


Exhibit C-2 to Grant Deed
(Certificate of Acceptance)

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code §27281)

This is to certify that the interest in real property conveyed by the Grant Deed from Menlo Station Development, LLC, a California limited liability company, to the City of Menlo Park, a municipal corporation, being a portion of a parcel located at 700 El Camino Real, Menlo Park, CA (Assessor's Parcel Number: 071-333-200 (portion) is hereby accepted on behalf of the City of Menlo Park by its City Manager pursuant to authority conferred by Resolution No. 20__ - _____, adopted by order of the Menlo Park City Council on _____, 20__, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Starla L. Jerome-Robinson
City Manager

ATTEST:

By: _____
Judi A. Herren, City Clerk

Approved as to Form:

By: _____
Heather Gould, Special Counsel

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT

RECORDING REQUESTED BY

City of Menlo Park

WHEN RECORDED MAIL TO:

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

No Tax Due
Exempt Transfer
Rev.& Tax Code § 11922

Exempt from recording fee: Gov. Code § 27383

SPACE ABOVE FOR RECORDER’S USE ONLY

APN: Portion of 071-333-200

**CITY OF MENLO PARK
TEMPORARY CONSTRUCTION EASEMENT**

MENLO STATION DEVELOPMENT, LLC, a California limited liability company, hereinafter referred to as “**GRANTOR**”, GRANTS to **CITY OF MENLO PARK**, a Municipal Corporation, hereinafter referred to as “**GRANTEE**”, in the County of San Mateo, State of California, a temporary work area easement and right-of-way, and access thereto (collectively, the “**Easement**”), in, on, over and across the land described in Exhibit “A” and shown in the site map attached as Exhibit “B” attached hereto and made a part hereof (the “**Burdened Property**” or the “**Easement Area**”) for the benefit of the real property described on Exhibit B-1 attached hereto and made a part hereof (the “**Benefitted Property**”). This Temporary Construction Easement (the "Easement Agreement") is made pursuant to that certain Purchase and Sale Agreement between Grantor and Grantee dated _____, 2021 (the “**Purchase and Sale Agreement**”) pursuant to which Grantee acquired the Benefitted Property.

1. The Easement shall commence on the date that the Owner, or Owner’s representative or contractor enters onto the Easement Area to commence construction of the City’s Middle Avenue Bicycle Tunnel Project (the “**Commencement Date**”). The Commencement Date shall be not later than ten (10) months from the date of recordation of this Temporary Access Easement. The Easement granted hereunder shall continue until the date that is 12 months following the Commencement Date (the “**Expiration Date**”). Grantee shall give written notice to Owner at least thirty (30) days prior to the Commencement Date together with a written description of the work or other activities to be performed, the name of all contractors or subcontractors who

will be performing work or otherwise performing activities in the Easement Area, the insurance documentation required by Section 6, and the name and contact information of the individual or individuals at the City who are supervising such work or other activities. If requested by Owner or Grantee, Grantee and Owner shall execute an amendment to this Easement Agreement to confirm the Commencement Date and the Expiration Date. Notwithstanding the foregoing, in all events, the Easement shall terminate not later than 24 months after the date that Grantee consummates the purchase of the Benefitted Property from Grantor.

2. Grantee's rights under this agreement include exclusive use of the portion of the Easement Area show on Exhibit B as the "TCE". The access to such portion of the Easement Area shall be in Exhibit B as "Temporary Access Easement" and shall be non-exclusive. The Easement shall be used and enjoyed by the City in such a manner so as not to unreasonably interfere with, obstruct, or delay the conduct of the business at any time of Owner or of any Owner's employees, agents, contractors, tenants, subtenants, and other occupants and invitees (collectively, the "**Owner's Invitees**").
3. The grant of easement hereunder provides Grantee, its representatives, agents, contractors, subcontractors, employees, and officers ("**Permittees**") the right to access and use the Easement Area for construction staging and temporary storage purposes and temporary construction work activities, including but not limited to the right to temporarily deposit fill, soils and excavated materials thereon, to move, store and remove equipment and supplies, erect and remove temporary structures on the land, fence the exclusive portion of the Easement Area, and to perform any other work reasonably necessary and incident to the construction of the Middle Avenue Bicycle and Pedestrian Rail Crossing Project, together with the right to trim, cut, fell and remove therefrom underbrush, trees, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; provided, however, that (a) Grantee's and the Permittees' use of the Easement Area shall not interfere with the use of the Easement Area in connection with the customary operation of the Burdened Property, including the placement of trash bins in the existing trash enclosure area as shown in Attachment 1 to this Agreement (the "**Trash Area**") and use by trucks and other vehicles (including trash disposal trucks) for ingress and egress from the Trash Area, and (b) Grantee shall install temporary construction fencing separating the Easement Area from the adjacent parking and Trash Area. For any damage caused by the City in connection with this Agreement, the City at its sole cost and expense shall make all repairs and replacements as may be necessary to restore the Easement Area to substantially the same condition prior to the Commencement Date. Without limiting the foregoing, in the event Grantee excavates and removes pavement or soil from the Easement Area, prior to the termination of the Easement, Grantee shall replace any removed soil with controlled density fill or compacted backfill and repave and, if applicable, restripe the affected portion of the Easement Area to a condition substantially similar to the condition on the Commencement Date. Prior to the termination of the Easement, Grantee shall also remove any temporary construction fencing and any of Grantee's equipment or personal property from the Easement Area.

The obligation of the City under this paragraph shall survive any termination of this Easement Agreement.

4. The City shall not allow any Permittee to spill, store, handle or otherwise use within the Easement Area any materials that are defined as “hazardous” under applicable laws, excepting those typically used in connection with construction contemplated in connection of the type anticipated by the City. All work or other activities undertaken by the City or any Permittee shall be done in a good and workmanlike manner and in compliance with all applicable ordinances, codes, laws and other requirements of the City and any other governmental authorities having jurisdiction. The obligation of the City under this paragraph shall survive any termination of this Easement Agreement.
5. The City, the Permittees, and their respective successors and assigns shall indemnify, defend, protect, and hold harmless Owner Owner’s Invitees, and Owner’s managers, members, partners, officers, directors, trustees, employees, property managers, agents, representatives, and their respective successors and assigns (collectively “**Indemnitees**”) free and harmless from and against all liabilities, losses, judgments, claims, penalties, costs, and expenses (including reasonable attorneys’ fees) arising from or in connection with (a) the City’s breach of this Easement Agreement and (b) for death, physical injury or damage or destruction of property occurring as a result of or otherwise arising from the City’s use of the Easement except to the extent any liability is attributable to the negligence or willful misconduct of one or more Indemnitees. The foregoing obligation of the City to defend, indemnify, protect, and hold harmless the Indemnitees shall survive any termination of this Easement Agreement.
6. The City at all times shall maintain in effect bodily injury and property damage liability insurance for all operations, the Work, contractual obligations and products and completed operations as set forth in Exhibit “D-4” to this Easement Agreement. Such coverages, terms and limits are minimum requirements (the “**Required Insurance**”) to be provided by the City and its contractors, subcontractors, engineers, and other design professionals (collectively, “**Contractors**”). All Contractors shall procure and maintain for the duration of the work insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by each Contractor, his agents, representatives, employees or subcontractors as set forth on Exhibit D-4.
7. Nothing herein contained shall be deemed to be a gift or dedication of the Easement Area or any portion of the Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of Owner and the City that this Agreement shall be strictly limited to and for the purposes expressed herein. The right of any person to make any use whatsoever of the Easement Area or any portion thereof, other than any use expressly allowed herein, is by permission and subject to the control of the Owner and its successors and assigns as the owner of the Property.

8. No waiver of any default of any obligation by any party hereto shall be implied from any omission by any other party to take any action with respect to such default. Nothing in this Agreement shall be deemed or construed by any party or by any third person to create the relationship of principal and agent, or of limited or general partners, or of joint venturers, or of any other association among such parties.

9. In the event a party institutes any legal action or proceeding for the interpretation or enforcement of any right or obligation contained herein, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

This instrument shall bind and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the first parties have executed this Temporary Construction Easement this _____ day of _____, 20__.

Dated: _____, 20__

GRANTOR

Menlo Station Development, LLC, a California limited liability company

By: The Cortana Corporation, a California corporation

Its: Manager

Name: _____

Title: _____

Name: _____

Title: _____

EXHIBIT D-1 TO TEMPORARY CONSTRUCTION EASEMENT

Legal description Temporary Construction Easement City of Menlo Park, County of San Mateo, State of California

TEMPORARY CONSTRUCTION EASEMENT:

All that real property situate in the City of Menlo Park, County of San Mateo, State of California, said property being a portion of Parcel 1 as described in that certain grant deed to the Menlo Station Development, a California General Partnership, recorded May 23, 2005 as Document 2005-084651, San Mateo County Records, being more particularly described as follows:

COMMENCING at the most southerly corner of Parcel 3 as shown on Parcel Map filed June 25, 1980 in Book 51 at pages 5-7, San Mateo County Records, said point being on the northeasterly right of way line of El Camino Real (width varies), thence leaving said corner, along the northeasterly right of way line El Camino Real, North 60°33'44" West 26.40 feet; Thence leaving said right of way line, North 39°27'11" East 176.42 feet to the **True Point of Beginning**; Thence continuing northeasterly, North 39°27'11" East 6.00 feet; Thence North 0°19'44" West 15.63 feet; Thence North 39°27'11" East 30.00 feet, to the northeasterly parcel line of said Parcel 3 of the parcel map filed in Book 51 at pages 5-7, San Mateo County Records; Thence along said parcel line, South 50°32'49" East 36.00; Thence South 39°27'11" West 48.01 feet; Thence North 50°32'49" West 26.00 feet to the **True Point of Beginning**.

Containing an area of 1,608 square feet, more or less.

Exhibit "B" attached hereto and made a part hereof.

END OF DESCRIPTION

The distances stated in this description are approximate per record mapping. The northeasterly right of way line of El Camino Real having a record of North 51°55'38" West per Parcel Map filed June 25, 1980 in Book 51 at pages 5-7, San Mateo County Records, said line being described as North 50°43'27" West for this description.

This land description has been prepared by me, or under my direction, pursuant to Chapter 15, Article 3, Section 8726(l), of the Professional Land Surveyors' Act, and in conformance with Division 2, Chapter 2, Article 1, Section 66428(a)(2) of the Subdivision Map Act of the State of California and shall not be utilized in any conveyance which may violate said act(s) or local ordinances.

EXHIBIT D-2 TO TEMPORARY CONSTRUCTION EASEMENT

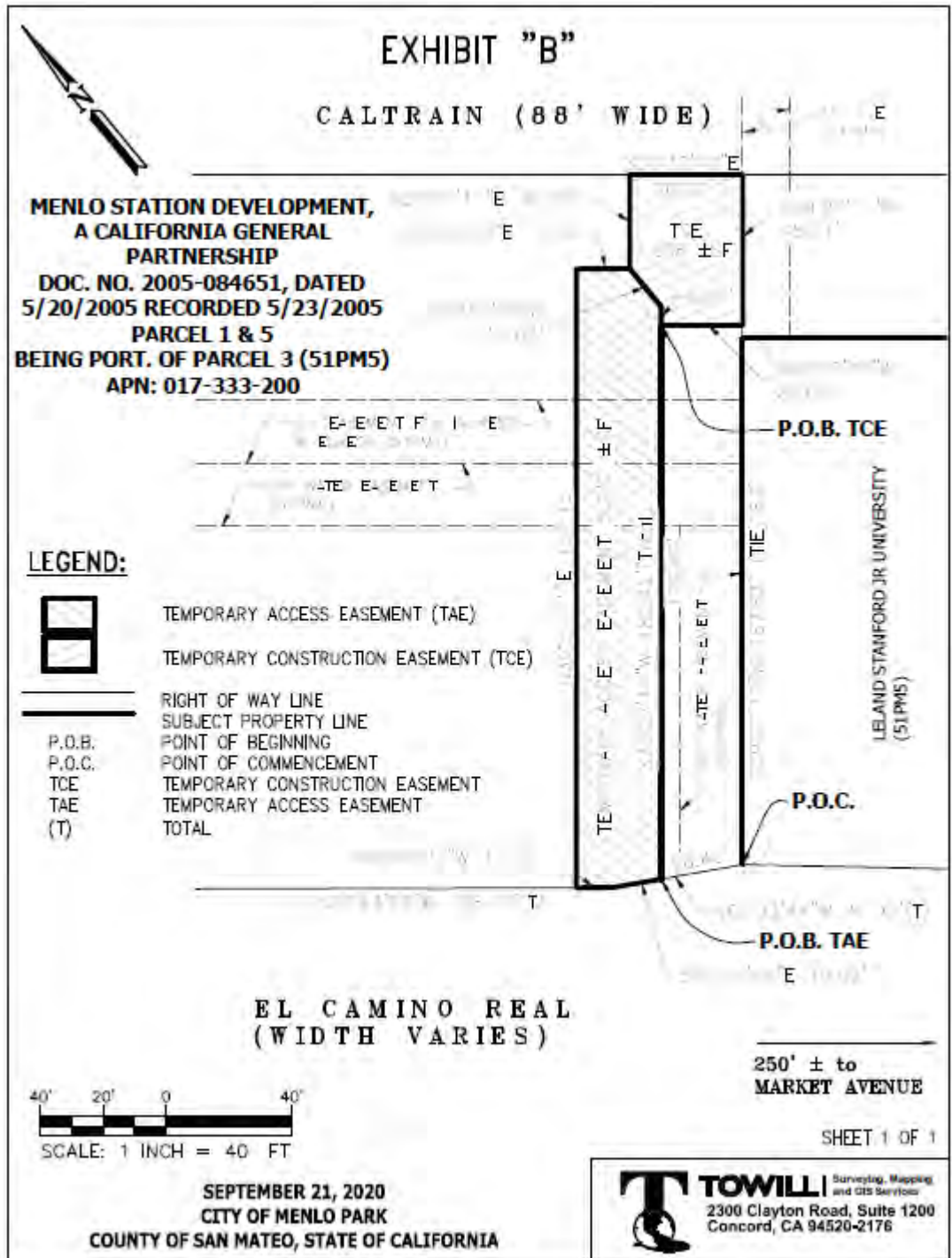


EXHIBIT D-3 TO TEMPORARY CONSTRUCTION EASEMENT

[Insert Fee Property]

EXHIBIT D-4 TO TEMPORARY CONSTRUCTION EASEMENT

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" form CG 0001, or its equivalent.
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than lesser of the current standard limits required by the City of Menlo Park, or the following:

1. Commercial General Liability: \$2,000,000 annual aggregate for bodily injury, personal injury and property damage; and with a minimum of \$1,000,000.00 per occurrence.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions: All engineers or other design professionals shall carry Professional Errors and Omissions Liability insurance with limits of not less than \$1,000,000 and with deductibles in amounts reasonably acceptable to the Owner. Such insurance shall be maintained for a period of one (1) year following completion of the work.

(b) At no expense to Owner, the City shall provide an additional insured endorsement approved by Owner naming Owner and the Owner's property manager, and their respective officers, directors, partners, members and employees, as additional insureds with respect to the City's use, maintenance, repairs and other activities on or about the Property. The insurance afforded by the policy for the benefit of the additional insureds will be primary with respect to claims relating to the City's use, maintenance, repairs, and other activities on or about the Property, and no contribution shall be permitted nor required from any insurance or self-insurance maintained by the additional insureds. Concurrently with the execution of the Agreement, the City will provide to Owner original certificates of insurance and endorsements showing the Required Insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the Required Insurance.

(c) The commercial liability insurance policy shall include no exclusionary language or limitations relating to soils subsidence or earth movement of any kind regardless of

cause for any contractor, subcontractor or other Permittee engaged in any grading or trenching activities.

(d) Owner and the City (each, a “**Party**”) hereby release each other from any and all liability to the other Party or to anyone claiming by, through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any other casualty, regardless of the cause or origin, excluding willful acts, but including the negligent act or omission of the other Party, or anyone for whom such other Party may be responsible. Each Party further agrees that its respective insurance company shall have no right of subrogation against the other Party on account of such loss, and each Party shall procure from its respective insurer under all policies of property insurance, a waiver of all rights against the other Party which the insurers might otherwise have under such policies.

Exhibit D-5 to Temporary Construction Easement
Certificate of Acceptance

CERTIFICATE OF ACCEPTANCE
(Temporary Construction Easement)
(Pursuant to Government Code §27281)

This is to certify that the interest in real property conveyed by the Temporary Construction Easement from Menlo Station Development, LLC to the City of Menlo Park, a municipal corporation, being a portion of a parcel located at 700 El Camino Real, Menlo Park, CA (Assessor's Parcel Number: 071-333-200 (portion) is hereby accepted on behalf of the City of Menlo Park by its City Manager pursuant to authority conferred by Resolution No. 20__ - ____, adopted by order of the Menlo Park City Council on _____, 20__, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Starla L. Jerome-Robinson
City Manager

ATTEST:

By: _____
Judi A. Herren, City Clerk

Approved as to Form:

By: _____
Heather Gould, Special Counsel

Attachment 1 to Temporary Construction Easement
(Trash Area)

EXHIBIT E

TEMPORARY ACCESS EASEMENT

RECORDING REQUESTED BY

City of Menlo Park

WHEN RECORDED MAIL TO:

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

No Tax Due
Exempt Transfer
Rev.& Tax Code § 11922

Exempt from recording fee: Gov. Code § 27383

SPACE ABOVE FOR RECORDER'S USE ONLY

APN: Portion of 071-333-200

**CITY OF MENLO PARK
TEMPORARY ACCESS EASEMENT**

MENLO STATION DEVELOPMENT, LLC, a California limited liability company hereinafter referred to as "**GRANTOR**", GRANTS to **CITY OF MENLO PARK**, a Municipal Corporation, hereinafter referred to as "**GRANTEE**", in the County of San Mateo, State of California, a temporary and non-exclusive right-of-way and access easement (collectively, "**the Easement**"), in, on, over and across the land described in Exhibit "A" and shown in the site map attached as Exhibit "B" (the "**Burdened Property**") attached hereto and made a part hereto (the "**Easement Area**") for the benefit of the real property described on Exhibit B-1 attached hereto and made a part hereof (the "**Benefitted Property**"). This Temporary Access Easement (the "**Easement Agreement**") is made pursuant to that certain Purchase and Sale Agreement between Grantor and Grantee dated _____, 2021 (the "**Purchase and Sale Agreement**").

1. The Easement shall commence on the date that the Owner, or Owner's representative or contractor enters onto the Easement Area to commence construction of the City's Middle Avenue Bicycle Tunnel Project (the "**Commencement Date**"). The Commencement Date shall be not later than ten (10) months from the date of recordation of this Temporary Access Easement. The Easement granted hereunder shall continue until the date that is 12 months following the Commencement Date. Notwithstanding the foregoing, for the avoidance of doubt, in all events the Easement shall terminate not later than 24 months after the date that Grantee consummates the purchase of the Benefitted Property from Grantor.

2. The grant of easement hereunder provides Grantee, its representatives, agents, contractors, subcontractors, employees, and officers (“**Permittees**”) the right to use the Easement Area solely for access to the Benefitted Property and the TCE area shown on Exhibit B as "Temporary Access Easement" and no construction or other activities shall be permitted in the Easement Area. At its sole cost, the City shall keep the Easement Area free of dirt, mud and debris left by vehicles or equipment used by contractors, subcontractors or other Permittees and shall clean the Easement Area on a daily basis to a standard of cleanliness consistent with Grantor’s use of its property as a commercial development. For any damage caused by the City or Permittees in connection with this Easement Agreement, the City at its sole cost and expense shall make all repairs and replacements as may be necessary to restore the Easement Area (including any required soil compaction, repaving and re-striping) to substantially the same condition prior to the Commencement Date. The obligation of the City under this paragraph shall survive any termination of this Easement Agreement.
3. The City shall not allow any Permittee to spill, store, handle or otherwise use within the Easement Area any materials that are defined as “hazardous” under applicable laws, excepting those typically used in connection with construction contemplated in connection of the type anticipated by the City.
4. The City, the Permittees, and their respective successors and assigns shall indemnify, defend, protect, and hold harmless Owner Owner’s Invitees, and Owner’s managers, members, partners, officers, directors, trustees, employees, property managers, agents, representatives, and their respective successors and assigns (collectively “**Indemnitees**”) free and harmless from and against all liabilities, losses, judgments, claims, penalties, costs, and expenses (including reasonable attorneys’ fees) arising from or in connection with (a) the City’s breach of this Easement Agreement and (b) for death, physical injury or damage or destruction of property occurring as a result of or otherwise arising from the City’s use of the Easement except to the extent any liability is attributable to the negligence or willful misconduct of one or more Indemnitees. The foregoing obligation of the City to defend, indemnify, protect, and hold harmless the Indemnitees shall survive any termination of this Easement Agreement.
5. The City at all times shall maintain in effect bodily injury and property damage liability insurance for all operations, the Work, contractual obligations and products and completed operations as set forth in Exhibit “E-3” to this Easement Agreement. Such coverages, terms and limits are minimum requirements (the “**Required Insurance**”) to be provided by the City and its contractors, subcontractors, engineers, and other design professionals (collectively, “**Contractors**”). All Contractors shall procure and maintain for the duration of the work insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by each Contractor, his agents, representatives, employees or subcontractors as set forth on Exhibit E-3.

6. Nothing herein contained shall be deemed to be a gift or dedication of the Easement Area or any portion of the Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of Owner and the City that this Agreement shall be strictly limited to and for the purposes expressed herein. The right of any person to make any use whatsoever of the Easement Area or any portion thereof, other than any use expressly allowed herein, is by permission and subject to the control of the Owner and its successors and assigns as the owner of the Property.
7. No waiver of any default of any obligation by any party hereto shall be implied from any omission by any other party to take any action with respect to such default. Nothing in this Agreement shall be deemed or construed by any party or by any third person to create the relationship of principal and agent, or of limited or general partners, or of joint venturers, or of any other association among such parties.
8. In the event a party institutes any legal action or proceeding for the interpretation or enforcement of any right or obligation contained herein, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
9. Grantee's rights under this agreement include non-exclusive use of the portion of the Easement Area show on Exhibit B as "Temporary Access Easement".
10. The grant of easement hereunder provides Grantee, its representatives, agents, contractors, subcontractors, employees, and officers the right to access and use the Easement Area for access to the TCE area shown on Exhibit B. The right of any person to make any use whatsoever of the Easement Area or any portion thereof, other than any use expressly allowed herein is by permission and subject to the control of the Owner and its successors and assigns as the owner of the Easement Area.

This instrument shall bind and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the first parties have executed this Temporary Construction Easement this _____ day of _____, 20__.

GRANTOR

Dated: _____, 20__

Menlo Station Development, LLC, a California limited liability company

Name: _____

Title: _____

Name: _____

Title: _____

Exhibit E-1 to Temporary Access Easement
Legal Description of Easement Area

Legal description Temporary Access Easement
City of Menlo Park, County of San Mateo, State of California

TEMPORARY ACCESS EASEMENT:

All that real property situate in the City of Menlo Park, County of San Mateo, State of California, said property being a portion of Parcel 1 as described in that certain grant deed to the Menlo Station Development, a California General Partnership, recorded May 23, 2005 as Document 2005-084651, San Mateo County Records, being more particularly described as follows:

COMMENCING at the most southerly corner of Parcel 3 as shown on Parcel Map filed June 25, 1980 in Book 51 at pages 5-7, San Mateo County Records, said point being on the northeasterly right of way line of El Camino Real (width varies), thence leaving said corner, along the northeasterly right of way line El Camino Real, North 60°33'44" West 26.40 feet to the **True Point of Beginning**; Thence continuing along said northeasterly right of way line, North 60°33'44" West 15.52 feet; Thence North 50°43'27" West 11.72 feet; Thence leaving said northeasterly right of way line, North 39°27'11" East 197.15 feet; Thence South 50°34'51" East 17.00 feet; Thence South 0°19'44" East 15.63 feet; Thence South 39°27'11" West 182.42 feet to the **True Point of Beginning**.

Containing an area of 5,242 square feet, more or less.

Exhibit "B" attached hereto and made a part hereof.

END OF DESCRIPTION

The distances stated in this description are approximate per record mapping. The northeasterly right of way line of El Camino Real having a record of North 51°55'38" West per Parcel Map filed June 25, 1980 in Book 51 at pages 5-7, San Mateo County Records, said line being described as North 50°43'27" West for this description.

This land description has been prepared by me, or under my direction, pursuant to Chapter 15, Article 3, Section 8726(l), of the Professional Land Surveyors' Act, and in conformance with Division 2, Chapter 2, Article 1, Section 66428(a)(2) of the Subdivision Map Act of the State of California and shall not be utilized in any conveyance which may violate said act(s) or local ordinances.

Exhibit E-2 to Temporary Access Easement
 Legal Description of Easement Area

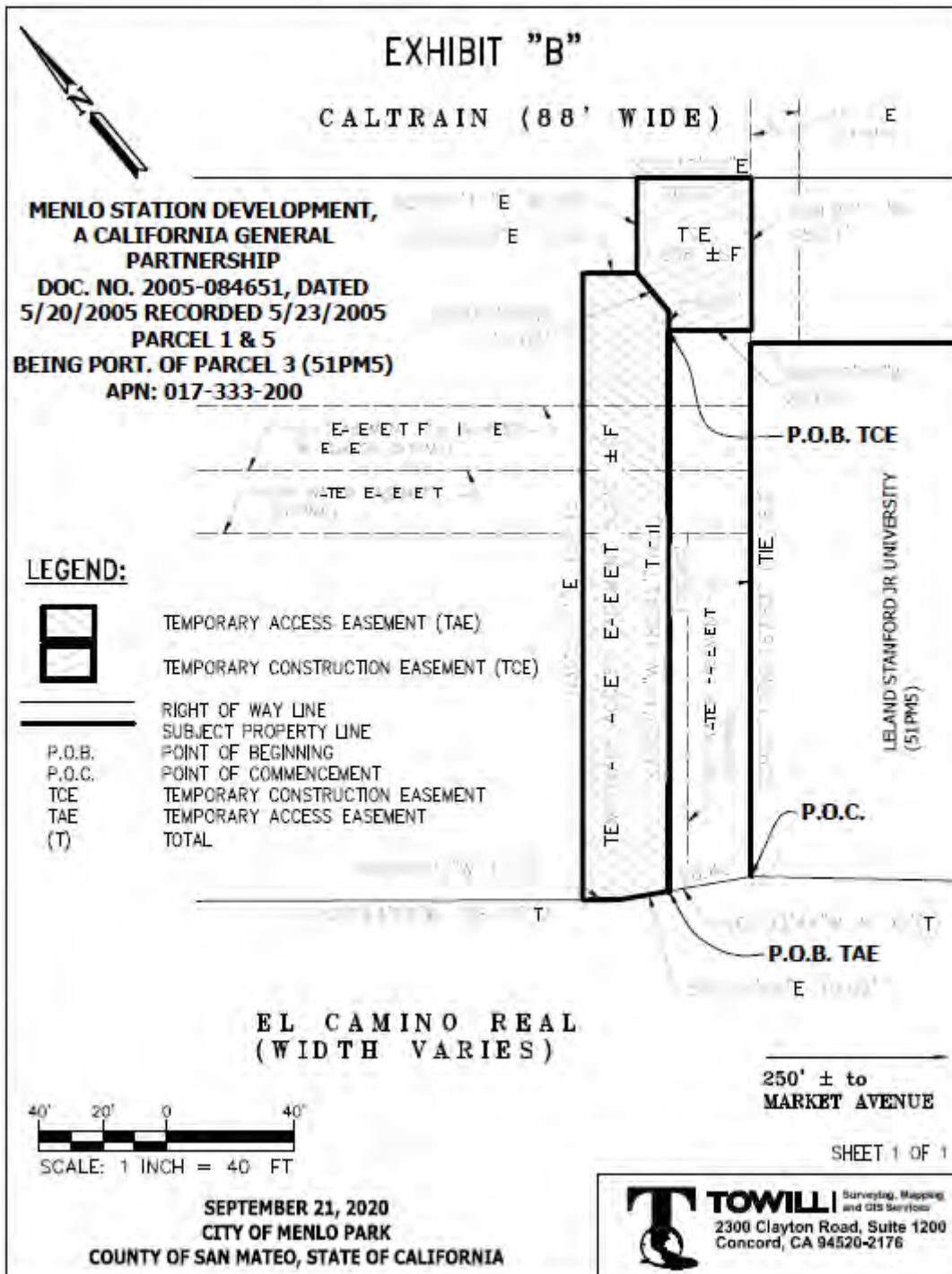


EXHIBIT E-3 TO TEMPORARY CONSTRUCTION EASEMENT

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" form CG 0001, or its equivalent.
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than lesser of the current standard limits required by the City of Menlo Park, or the following:

1. Commercial General Liability: \$2,000,000 annual aggregate for bodily injury, personal injury and property damage; and with a minimum of \$1,000,000.00 per occurrence.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions: All engineers or other design professionals shall carry Professional Errors and Omissions Liability insurance with limits of not less than \$1,000,000 and with deductibles in amounts reasonably acceptable to the Owner. Such insurance shall be maintained for a period of one (1) year following completion of the work.

(b) At no expense to Owner, the City shall provide an additional insured endorsement approved by Owner naming Owner and the Owner's property manager, and their respective officers, directors, partners, members and employees, as additional insureds with respect to the City's use, maintenance, repairs and other activities on or about the Property. The insurance afforded by the policy for the benefit of the additional insureds will be primary with respect to claims relating to the City's use, maintenance, repairs, and other activities on or about the Property, and no contribution shall be permitted nor required from any insurance or self-insurance maintained by the additional insureds. Concurrently with the execution of the Agreement, the City will provide to Owner original certificates of insurance and endorsements

showing the Required Insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the Required Insurance.

(c) The commercial liability insurance policy shall include no exclusionary language or limitations relating to soils subsidence or earth movement of any kind regardless of cause for any contractor, subcontractor or other Permittee engaged in any grading or trenching activities.

(d) Owner and the City (each, a “**Party**”) hereby release each other from any and all liability to the other Party or to anyone claiming by, through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any other casualty, regardless of the cause or origin, excluding willful acts, but including the negligent act or omission of the other Party, or anyone for whom such other Party may be responsible. Each Party further agrees that its respective insurance company shall have no right of subrogation against the other Party on account of such loss, and each Party shall procure from its respective insurer under all policies of property insurance, a waiver of all rights against the other Party which the insurers might otherwise have under such policies.

Exhibit E-4 to Temporary Access Easement
Certificate of Acceptance

CERTIFICATE OF ACCEPTANCE
(Temporary Access Easement)
(Pursuant to Government Code §27281)

This is to certify that the interest in real property conveyed by the Temporary Access Easement from Menlo Station Development, LLC to the City of Menlo Park, a municipal corporation, being a portion of a parcel located at 700 El Camino Real, Menlo Park, CA (Assessor's Parcel Number: 071-333-200 (portion) is hereby accepted on behalf of the City of Menlo Park by its City Manager pursuant to authority conferred by Resolution No. 202_ - ____
_____, adopted by order of the Menlo Park City Council on _____
_____, 202_, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Starla L. Jerome-Robinson
City Manager

ATTEST:

By: _____
Judi A. Herren, City Clerk

Approved as to Form:

By: _____
Heather Gould, Special Counsel

EXHIBIT F

MEMO OF PURCHASE AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF MENLO PARK

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION
27383

THIS SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF PURCHASE AGREEMENT

THIS MEMORANDUM OF PURCHASE AGREEMENT is dated as of _____, 202_, and is by and between the City of Menlo Park (the "City") and Menlo Station Development, LLC, a California limited liability company (the "Owner").

The Owner and the City have entered into that certain Purchase and Sale Agreement (the "Purchase Agreement") for certain real property and the improvements thereon (the "Property") located in the City of Menlo Park, more fully described in Exhibit C, and by recordation of this Memorandum of Purchase Agreement give notice of the unrecorded Purchase Agreement and place on public record the following information:

Pursuant to the terms of the Purchase Agreement, the Owner intends to sell to the City and the City intends to acquire from the Owner all of Owner's right, title, and interest in the Property.

Attachment No. 1 attached hereto and referenced herein shall be deemed incorporated herein by this reference.

This Memorandum of Purchase Agreement in no way modifies or amends the provisions of the Purchase Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Purchase Agreement as of the date first set forth above.

CITY:

SELLER:

THIS DOCUMENT MUST BE NOTARIZED

Exhibit F

DESCRIPTION OF PHYSICAL INSPECTION

This exhibit includes the agreed on scope of testing as defined in Section 6.

Potholes will be performed with medium truck mounted vacuum equipment. Both potholes will be done on the same day and will take approximately 4-6 hours.

Borings will be done with small truck mounted drills, and will be done on a different day as potholes. Borings will also take about 4-6 hours.

Project name:
Middle Avenue Pedestrian and Bicycle Rail
Crossing

Project ref:
60538683

From:
Gita Datt

Revised from:
Emma Rawnsley, April 19, 2019

Date:
December 10, 2019

To:
Morad Fakhrai,
City of Menlo Park

CC:

Memo

Subject: Phase II Soil Assessment Work Plan

Project Understanding

The Middle Avenue Pedestrian and Bicycle Rail Crossing Project will require excavation of native soils within the railroad right of way (ROW) and adjacent to the ROW in the City of Menlo Park and Stanford University properties for the construction of a tunnel, pedestrian and bike ramp, and retaining walls. The maximum depth of excavation will be approximately 15-20 feet below ground surface (bgs). Total excavation volume will be approximately 5,000 cubic yards of soil, which would need to be characterized for off-site disposal based on the results of a Phase I Environmental Site Assessment (ESA; AECOM, 2019).

A Phase I ESA was recently completed in general conformance with the scope and limitations of American Society for Testing and Materials International (ASTM) Standard Practice Designation E 1527-13. The Phase I ESA discovered one recognized environmental concern (REC) for the subject property. The REC is based on the subject property being adjacent to active railroad tracks since the late 1800's and thus soils on the subject property may be contaminated from these historical railroad activities. Constituents of potential concern (COPCs) typically associated with railroad use include: petroleum hydrocarbons (e.g., diesel, polynuclear aromatic hydrocarbons (PAHs), volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), metals, organochlorine pesticides, and polychlorinated biphenyls (PCBs).

Review of the California Environmental Protection Agency Department of Toxic Substances Control and Regional Water Quality Control Board Envirostor and Geotracker online databases, respectively, did not reveal the presence of any nearby hazardous materials or hazardous waste sites that may have affected groundwater or soil quality at the project site.

Due to the potential presence of COPCs at the project site, investigation is required to determine appropriate disposal methods for excess soil generated during construction. Any soil that is to be disposed off-site will need to be tested to meet landfill acceptance criteria. Soils exceeding federal or state hazardous waste criteria would require handling and disposal at a permitted Class I hazardous waste landfill, in accordance with state and federal regulations. Two options are available for the soil investigation:

- Option A involves in-situ drilling and sampling of site soils prior to excavation. Benefits of this option include early identification of contaminated soils, which may allow for segregation of those soils during the actual excavation that would be considered state or federal hazardous waste, which may minimize the volume

(and associated costs) of soil that needs to be handled and disposed of as such. Early identification of COPCs would also allow for advance identification of which landfills can be used for disposal and can also inform worker health and safety procedures. Disadvantages of this option include higher costs (drilling subcontractor would be required to obtain samples from maximum depth of proposed excavations), and the sampling activities must be scheduled prior to excavation activities.

- Option B involves composite sampling of the soils stockpile after excavation. Benefits of this option include reduced sampling costs (sampling can be undertaken by hand, rather than using drill rig), no additional work prior to excavations (all sampling would be undertaken from the stockpile after excavation). Disadvantages of this option include less certainty in the type of contaminants present and which landfills may be used for disposal; and would require adequate space at or near the project site for soil stockpiling.

A proposed scope of work has been prepared for each of these options, as detailed below.

Option A (in-situ sampling prior to excavation)

Proposed Scope of Work – Option A

Task 1: Health & Safety Plan Update/Work Plan/Utility Clearance

AECOM will create a work plan and update the existing project Health and Safety Plan to reflect the proposed activities within this additional scope. As required by California law, a minimum of 48 hours prior to subsurface activities, the investigation area will be marked with white paint, and Underground Service Alert (USA) will be contacted for utility clearance. AECOM will also have each of the boring locations cleared by a private utility locator prior to conducting drilling operations.

Task 2: Drilling and Soil Sampling

AECOM will conduct drilling and sampling activities to assess subsurface conditions prior to planned construction activities. Soil borings will be drilled across the site utilizing a direct push drilling rig. During the drilling of each of the borings, soil samples will be collected and submitted for analysis. Each soil boring will be logged by a qualified field technician under the oversight of a California Professional Geologist. During drilling activities soils will be visibly inspected for signs of contamination. Each soil boring will be drilled to a depth of excavation corresponding to the approximate proposed excavation at that location, see attached Figure 1 for the proposed borehole locations and depths. Following the completion of the drilling activities at each boring location, the boring will be backfilled with grout.

During drilling, soil samples will be collected from approximately 3.0 feet bgs, 5.0 feet bgs, and from the maximum proposed depth of excavation within each boring. Each sample will be labeled with the time and date of collection, project and sample identification codes, and the sampler's initials. Each sample will be placed on ice in an insulated cooler and accompanied by chain-of-custody documentation. All samples collected will be submitted to a State of California certified laboratory for analysis.

AECOM will store investigation derived waste (IDW) soil and water in drums on the site. The drums will be labeled as non-hazardous pending receipt of analytical results. AECOM will not arrange for separate collection and disposal of IDW, but rather assumes that IDW will be disposed of during construction as part of the disposal of other excavation soils.

Approximate sample locations will be marked on a map, included as a figure with our report. The locations will not be professionally surveyed.

Sample Analysis

Samples will be transported to a State of California certified analytical laboratory. An AECOM Chain-of-Custody form will accompany all transported samples. Samples will be submitted for the following analysis:

- Total petroleum hydrocarbons (TPH) as diesel (TPH-d) and motor-oil (TPH-mo) by EPA Method 8015B.
- TPH as gasoline (TPH-g) and volatile organic compounds (VOCs) by EPA Method 8260B.

- Semi-volatile organic compounds (SVOCs) and Polynuclear Aromatic Hydrocarbons (PAHs) by EPA Method SW8270C.
- Title 22 Metals by EPA Method 6010B/7471B.
- Organochlorine pesticides by EPA Method 8081B.
- Polychlorinated biphenyls (PCBs) by EPA Method 8082.

Because excavation and disposal of any impacted soils may be necessary, the highest concentration of each metal from all samples that exceed 10 times the Soluble Threshold Limit Concentration (STLC), a Waste Extraction Test (WET) will be performed, and the highest concentration of each metal from all samples that exceed 20 times the total constituent analysis value, a Toxicity Characteristic Leaching Procedure (TCLP) analysis will also be performed. For this proposal, AECOM has assumed that up to two metals will require STLC and TCLP analysis. Additional STLC and TCLP analyses can be performed at an additional cost per metal per sample.

Task 3: Reporting

Following completion of the field investigation and receipt of analytical results from the laboratory, AECOM will prepare a brief report presenting the investigation findings. The report will include a table of analytical results and figures showing sample locations and will include recommendations for handling and disposal of excavated materials, including segregation recommendations, if appropriate.

SCHEDULE – Option A

AECOM is prepared to begin work immediately upon written authorization. AECOM will work with the City to gain access to the site and commence sampling activities. Drilling and sampling activities are expected to be completed within one 10-hour work day. Samples will be analyzed on a standard 5-day turnaround time. WET analysis may require additional processing time. Draft analytical data will be provided to the City upon receipt from the laboratory. AECOM will require approximately 2 weeks to complete a draft report following the receipt of analytical data.

ESTIMATED COSTS – Option A

Our costs to complete the tasks, as outlined above, can be provided upon request. Estimates based on the scope could range from approximately \$20,000 to \$30,000.

Option B (composite samples from stockpile during construction)

Proposed Scope of Work – Option B

Task 1: Health & Safety Plan Update/Work Plan

AECOM will create a work plan and update the existing project Health and Safety Plan to reflect the proposed activities within this additional scope. Because sampling will occur from within the excavation soils stockpile, no utility clearance is required.

Task 2: Soil Sampling

Soil will be collected from 12 random locations throughout the stockpile using a hand-auger, and retained in glass jars. Each sample jar will be labeled with the time and date of collection, project and sample identification codes, and the sampler's initials. Each sample will be placed on ice in an insulated cooler, and accompanied by chain-of-custody documentation, including soil compositing instructions for the laboratory. Soil samples will be composited by the analytical laboratory, to create three 4-point composite samples.

All sampling equipment will be decontaminated prior to and after completing each sampling location by scrubbing with a brush, water, and liquinox, then rinsing twice with distilled or deionized water, and then being allowed to air-dry. No investigation-derived waste is anticipated to be generated. Personal protection equipment such as nitrile gloves will be placed in plastic garbage bags and put in onsite dumpsters for disposal at the local sanitary landfill.

Sample Analysis

Samples will be transported to Torrent Laboratory, Inc. (Torrent), of Milpitas, California, a State of California certified analytical laboratory. An AECOM Chain-of-Custody form will accompany all transported samples. Samples will be submitted for the following analysis:

- TPH-d and TPH-mo by EPA Method 8015B.
- TPH-g and VOCs by EPA Method 8260B.
- SVOCs and PAHs by EPA Method SW8270C.
- Title 22 Metals by EPA Method 6010B/7471B.
- Organochlorine pesticides by EPA Method 8081B.
- PCBs by EPA Method 8082.

Because excavation and disposal of any impacted soils may be necessary, the highest concentration of each metal from all samples that exceed 10 times the Soluble Threshold Limit Concentration (STLC), a Waste Extraction Test (WET) will be performed, and the highest concentration of each metal from all samples that exceed 20 times the total constituent analysis value, a Toxicity Characteristic Leaching Procedure (TCLP) analysis will also be performed.

Task 3: Reporting

Following completion of the field investigation and receipt of analytical results from the laboratory, AECOM will prepare a brief report presenting the investigation findings. The report will include a table of analytical results and recommendations regarding appropriate disposal of the stockpile.

SCHEDULE – Option B

Field sampling activities are expected to be completed in one 8-hour day, following completion of excavation activities and creation of the stockpile. Samples will be analyzed on a standard 5-day turnaround time. WET analysis may require additional processing time. Draft analytical data will be provided to the City upon receipt from Torrent. AECOM will require approximately 2 weeks to complete a draft report following the receipt of analytical data.

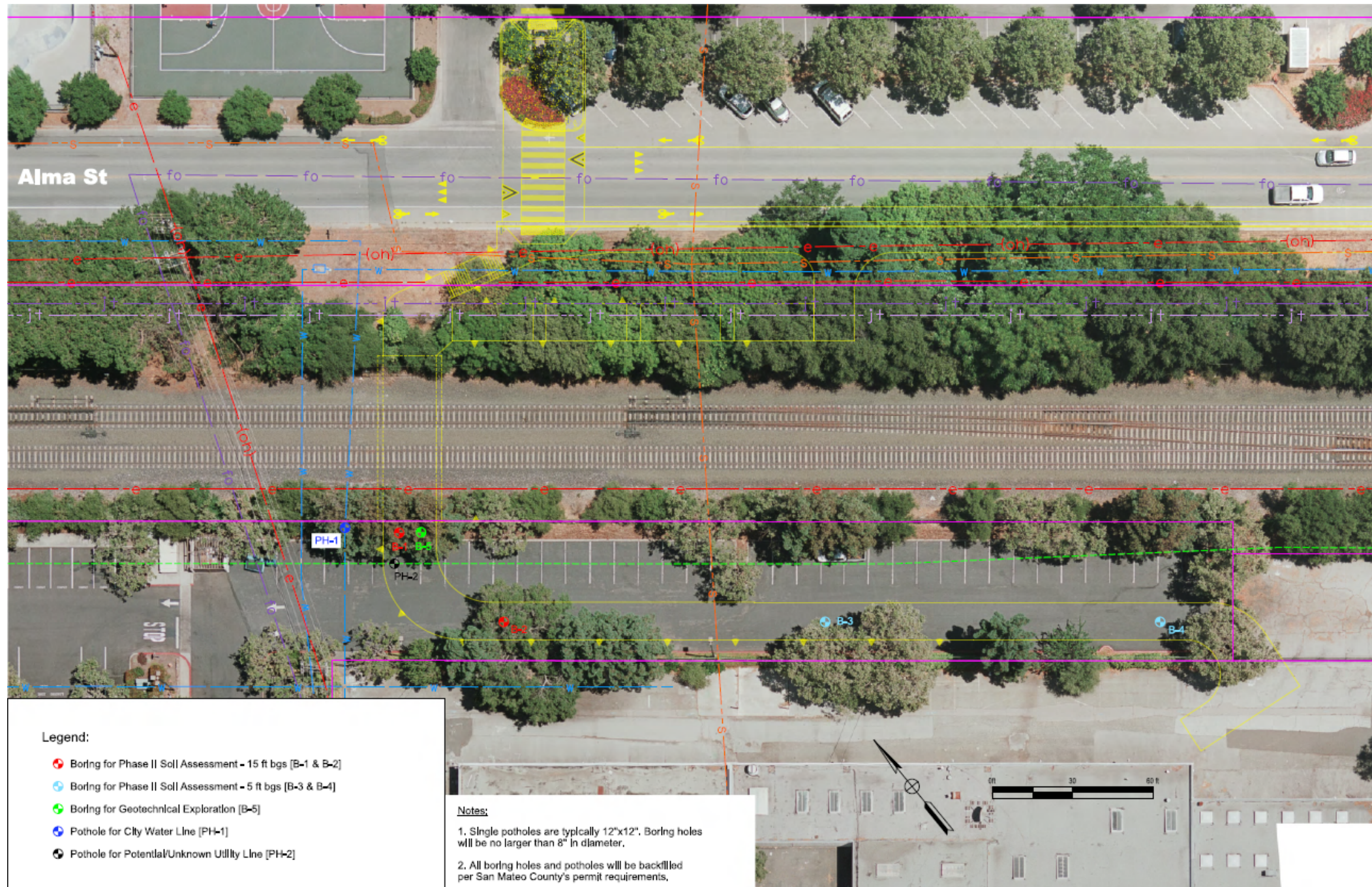
ESTIMATED COSTS– Option B

Our costs to complete the tasks, as outlined above, can be provided upon request. Estimates based on the scope range from approximately \$15,000 to \$20,000.

References

AECOM Technical Services, Inc. Phase I Environmental Site Assessment, 700 El Camino Real, Menlo Park, California. December 2019.

Figure 1 - Location of Soil Boring and Potholing



Legend:

- ⊕ Boring for Phase II Soil Assessment - 15 ft bgs [B-1 & B-2]
- ⊕ Boring for Phase II Soil Assessment - 5 ft bgs [B-3 & B-4]
- ⊕ Boring for Geotechnical Exploration [B-5]
- ⊕ Pothole for City Water Line [PH-1]
- ⊕ Pothole for Potential/Unknown Utility Line [PH-2]

Notes:

1. Single potholes are typically 12"x12". Boring holes will be no larger than 8" in diameter.
2. All boring holes and potholes will be backfilled per San Mateo County's permit requirements.

Exhibit G

COMMERCIAL LEASES

Commercial leases for tenants of Menlo Station to be added here.



DRAFT

Middle Avenue Bicycle & Pedestrian Rail Crossing
CONCEPT 3

**STAFF REPORT****City Council**

Meeting Date: 12/7/2021
Staff Report Number: 21-240-CC

Regular Business: Introduce Ordinance No. 1081 repealing and replacing Sections 2.04.200, “Advisory Boards and Commissions,” 2.04.210 “District-Based Electoral System,” and 2.04.220 “Establishment of City Council Electoral Based System” of Chapter 2.04 within Title 2 of the Menlo Park Municipal Code; and adopting Resolution No. 6688 updating City’s Conflict of Interest Code to add the Independent Redistricting Commissioners and Alternate Commissioners

Recommendation

Staff recommends that the City Council waive the first reading and introduce Ordinance No. 1081 (Attachment A) Repealing and Replacing Sections 2.04.200, “Advisory Boards and Commissions,” 2.04.210 “District-Based Electoral System,” and 2.04.220 “Establishment of City Council Electoral Based System” of Chapter 2.04 within Title 2 of the Menlo Park Municipal Code; and adopting Resolution No. 6688 updating City’s Conflict of Interest Code to add the Independent Redistricting Commissioners and Alternate Commissioners.

Policy Issues

The proposed Ordinance and Resolution reflect necessary changes to the City’s municipal code in light of the City’s adoption of Resolution No. 6659, establishing an Independent Redistricting Commission, to redraw district boundary lines, as authorized by state and federal law.

Background

On August 31, 2021, the City Council adopted Resolution No. 6659, establishing a seven-member Independent Redistricting Commission, to redraw district boundary lines, as authorized by California Elections Code section 23000 *et seq.* The proposed amendments codify the role and responsibilities of the Independent Districting Commission in the City’s municipal code.

Analysis

California Elections Code section 21600 *et seq.*, requires, among other things that following each decennial federal census, and using that census as a basis, the city council must adopt boundaries for the City Council districts so that the City Council districts are substantially equal in population as required by the United States Constitution. This process is often referred to as “redistricting.”

The California Elections Code section 23000 *et seq.*, permits cities to form local independent redistricting commissions, to conduct the redistricting process in an unbiased and fair manner. On August 31, 2021, the City Council adopted Resolution No. 6659, which established a seven-member Independent Redistricting Commission to redraw district boundary lines, as authorized by state and federal law. The City's municipal code requires amendments to reflect the new Independent Redistricting Commission and its responsibility to draw the City Council districts after each census.

The proposed Ordinance would repeal and replace the existing sections 2.04.200, "Advisory Boards and Commissions," 2.04.210, "District-Based Electoral System" and 2.04.220, "Establishment of City Council Electoral Districts" to conform to the establishment of the Independent Redistricting Commission. Additionally, staff has prepared amendments to the City's Conflict of Interest Code to add the Independent Redistricting Commissioners and Alternate Commissioners as designated positions to require the Commission to file Statements of Economic Interests (Form 700) with the city clerk.

Impact on City Resources

There is no impact on City resources by taking this proposed action.

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. Ordinance No. 1081
- B. Resolution No. 6688

Report prepared by:
Judi A. Herren, City Clerk

Report reviewed by:
Nira F. Doherty, City Attorney

ORDINANCE NO. 1081

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
 REPEALING AND REPLACING SECTIONS 2.04.200, “ADVISORY BOARDS
 AND COMMISSIONS”, 2.04.210, “DISTRICT-BASED ELECTORAL SYSTEM”
 AND 2.04.220 “ESTABLISHMENT OF CITY COUNCIL ELECTORAL
 DISTRICTS” OF CHAPTER 2.04 WITHIN TITLE 2 OF THE MENLO PARK
 MUNICIPAL CODE**

WHEREAS, on October 4, 2017, with the adoption of Ordinance No. 1044, the City Council established five electoral districts for the election of City Councilmembers; and

WHEREAS, Ordinance No. 1044 established five districts from which City Councilmembers would be elected with City Council District Nos. 1, 2 and 4 beginning at the general municipal election in November 2018, and every four (4) years thereafter, and City Council District Nos. 3 and 5 beginning at the general municipal election in November 2020, and every four (4) years thereafter; and

WHEREAS, California Elections Code section 21600 *et seq.*, requires, among other things, that following each decennial federal census, and using that census as a basis, the city council by ordinance or resolution, adopt boundaries for any or all of the city council districts of the city so that the city council districts shall be substantially equal in population as required by the United States Constitution (“redistricting”); and

WHEREAS, California Elections Code section 23000 *et seq.*, governs the formation of local independent redistricting commissions; and

WHEREAS, California Elections Code section 23001 provides that a local jurisdiction may establish by resolution, ordinance, or charter amendment an independent redistricting commission, a hybrid redistricting commission, or an advisory redistricting commission composed of residents of the local jurisdiction to change the legislative body’s district boundaries or to recommend to the legislative body changes to those district boundaries; and

WHEREAS, on August 31, 2021, the City Council adopted Resolution No. 6659 establishing a seven (7) member Independent Redistricting Commission, to redraw district boundary lines, as authorized by state and federal law; and

WHEREAS, the City’s Municipal Code must be updated to reflect the duties and responsibilities of the newly created Independent Redistricting Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MENLO PARK:

SECTION 1. Findings.

The above recitals are hereby declared to be true and correct findings of the City Council of the City of Menlo Park.

SECTION 2. Section 2.04.200, “Advisory boards and commissions” is hereby repealed in its entirety and replaced to read as follows:

The City Council shall by resolution establish the policy of the city relating to advisory boards and commissions. Such resolution shall establish the charge to the particular advisory body and its specific responsibilities, and shall provide for any other regulations deemed necessary or advisable with reference thereto.

Notwithstanding the provisions of this Chapter, the Independent Redistricting Commission is not an advisory committee, and possesses final decision-making authority with regard to the establishment of the city council electoral districts, pursuant to section 2.04.210 and section 2.04.220.

SECTION 3. Section 2.04.210, “District-based electoral system” is hereby repealed in its entirety and replaced to read as follows:

Pursuant to California Government Code Sections 34886 and 34871(c), city councilmembers shall be elected on a district-based electoral system from five (5) single-member city council districts. For purposes of this chapter, the term “district-based electoral system” shall mean the election of city councilmembers by the voters of the district alone. The city’s district-based electoral system shall be conducted in accordance with California Government Code Section 34871, subdivision (a).

For the city council election on November 7, 2022 and every city council election thereafter, the district map shall be established by resolution of the Independent Redistricting Commission.

SECTION 4. Section 2.04.220, “Establishment of city council electoral districts” is hereby repealed in its entirety and replaced to read as follows:

(a) Pursuant to Section 2.04.210, city council shall be elected on a district-based electoral system, from five (5) city council districts.

(b) For city council elections conducted prior to November 7, 2022, the districts shall be as follows:

(1) City Council District 1 shall comprise all that portion of the city reflected in Exhibit A attached to the ordinance codified in this chapter.

(2) City Council District 2 shall comprise all that portion of the city reflected in Exhibit A attached to the ordinance codified in this chapter.

(3) City Council District 3 shall comprise all that portion of the city reflected on Exhibit A attached to the ordinance codified in this chapter.

(4) City Council District 4 shall comprise all that portion of the city reflected in Exhibit A attached to the ordinance codified in this chapter.

(5) City Council District 5 shall comprise all that portion of the city reflected in Exhibit A attached to the ordinance codified in this chapter.

(b) For the city council elections conducted on November 7, 2022 and every city council election conducted thereafter, city council members shall be elected in the electoral districts established by resolution of the Independent Redistricting Committee.

SECTION 5. Severability.

If any provision or clause of this ordinance or the application thereof to any person or circumstance is held to be unconstitutional or to be otherwise invalid by a final judgment of any court or competent jurisdiction, such invalidity shall not affect other provisions or clauses or application, and to this end, the provisions and clauses of this ordinance are declared to be severable.

SECTION 6. California Environmental Quality Act.

The City Council finds that the adoption and implementation of this Ordinance are exempt from the provisions of the California Environmental Quality Act under section 15061(b)(3) in that the City Council finds there is no possibility that the implementation of this Article may have significant effects on the environment.

SECTION 7. Publication; Effective Date.

This Ordinance shall be published once, in full or in summary form, after its final passage, in a newspaper of general circulation, published, and circulated in the City of Menlo Park, and shall be in full force and effect thirty (30) days after its final passage. If published in summary form, the summary shall also be published within fifteen (15) days after the adoption, together with the names of those City Councilmembers voting for or against same, in a newspaper of general circulation published and circulated in the City of Menlo Park, County of San Mateo, State of California.

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INTRODUCED on the seventh day of December, 2021.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said City Council on the ___ day of __, 20__ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

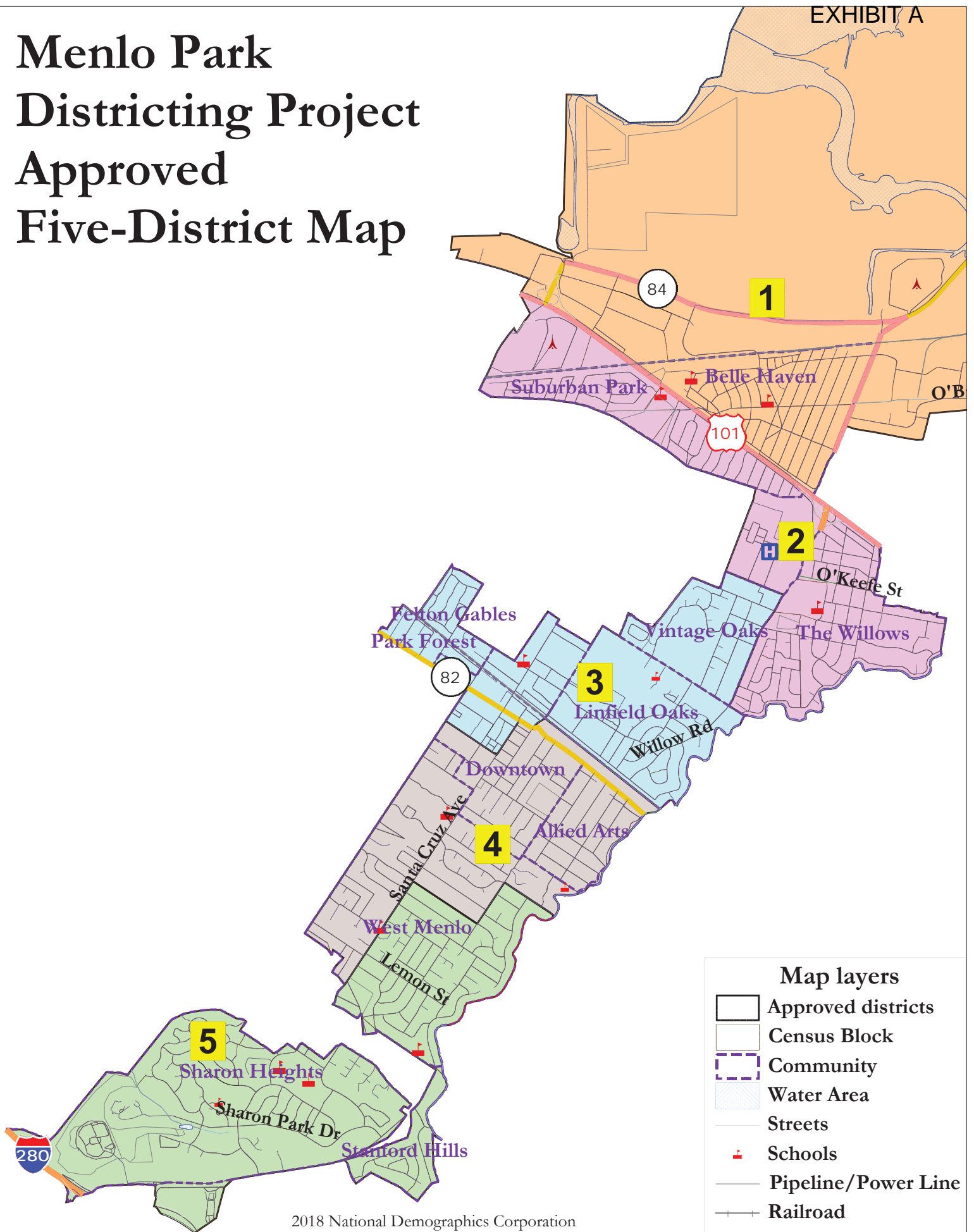
APPROVED:

Drew Combs, Mayor

ATTEST:

Judi A. Herren, City Clerk

Menlo Park Districting Project Approved Five-District Map



2018 National Demographics Corporation

Map layers

- Approved districts
- Census Block
- Community
- Water Area
- Streets
- Schools
- Pipeline/Power Line
- Railroad
- River

RESOLUTION NO. 6688

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK AMENDING THE CITY'S CONFLICT OF INTEREST CODE TO ADD THE INDEPENDENT REDISTRICTING COMMISSIONERS AND ALTERNATE COMMISSIONERS AS DESIGNATED POSITIONS

WHEREAS, provisions of the Political Reform Act require local agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission (FPPC) has adopted a regulation, Title 2, Division 6, California Code of Regulations section 18730, which contains the terms of a model conflict of interest code which meets the requirements of the Political Reform Act; and

WHEREAS, Title 2 California Code of Regulations section 18730 has been incorporated by reference in the City's Conflict of Interest Code; and

WHEREAS, the City's Conflict of Interest Code also includes, Exhibit A – 2021 Conflict of Interest Code detailing the designated positions and disclosure categories; and

WHEREAS, said Exhibit A contains the listing of designated positions and disclosure categories which have been reviewed, and this review has disclosed that they should be amended to reflect current conditions; and

WHEREAS, the City Council established the Independent Redistricting Commission on August 31, 2021 via Resolution No. 6659, which requires the Commission, comprised of seven (7) Commissioners and two (2) Alternate Commissioners file a Statement of Economic Interests (Form 700) with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED that the terms of Title 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the FPPC shall, along with Exhibit A – 2020 Conflict of Interest Code for the City of Menlo Park, which are attached hereto incorporated herein by reference, in which the Commissioners and Alternate Commissioners and other City members, employees, and consultants are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the City of Menlo Park; and

BE IT FURTHER RESOLVED that all designated Commissioners and Alternate Commissioners and other City members, employees, and consultants of the City of Menlo Park set forth on Exhibit A –2021 Conflict of Interest Code shall file statements of economic interest with the City Clerk of the City of Menlo Park; and

BE IT FURTHER RESOLVED that Resolution No. 6618 is repealed by the adoption of this resolution, which shall control over prior versions.

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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 seventh day of December, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this __ day of December, 2021.

Judi A. Herren, City Clerk

APPENDIX
CONFLICT OF INTEREST CODE – 2021
DESIGNATED POSITIONS
AND DISCLOSURE OBLIGATIONS¹

Acting/Assistant City Attorney
Advisory bodies related to land use, real property, and housing element
Assistant Administrative Services Director
Assistant City Manager
Assistant Community Development Director
Assistant Community Services Director
Assistant Library Services Director
Assistant Public Works Director
Assistant Public Works Director – Engineering
Assistant Public Works Director – Maintenance
Assistant Public Works Director – Transportation
Assistant to the City Manager
Associate Planner
Business Manager
City Clerk
Community Development Director
Deputy City Clerk
Deputy City Manager
Deputy Community Development Director – Housing
Economic Development Manager
Engineering Services Manager/City Engineer
Finance and Budget Manager
Housing and Economic Development Manager
Housing Manager
Human Resources Director
Human Resources Manager
Human Resources Technician
Independent Redistricting Commission (Commissioners and Alternate Commissioners)
Information Technology Manager
Internal Services Manager
Library and Community Services Director
Library Services Manager
Management Analyst II
Network Administrator
Permit Manager
Police Chief
Police Commander
Principal Planner
Public Engagement Manager
Public Works Director
Public Works Superintendent
City Arborist
Public Works Supervisor – Facilities

¹ Positions covered under Government Code §87200 (City Council, Planning Commission, City Manager, City Attorney, and Administrative Services Director) are not covered by the local Conflict of Interest Code.

Public Works Supervisor – Fleet
Public Works Supervisor – Parks
Public Works Supervisor – Streets
Recreation Coordinator
Recreation Supervisor
Revenue and Claims Manager
Senior Civil Engineer
Senior Management Analyst
Senior Planner
Senior Project Manager
Senior Transportation Engineer
Sustainability Manager
Transportation Director
Consultant/Contract employees
Chief Water Operator
Contract Planner
Transportation Consultant

Consultants:

An individual is a consultant if either of the following apply:

1. the person serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by a person holding a position specified or that should be specified in the City's Conflict of Interest Code; or
2. the person makes a governmental decision listed in 2 CCR Section 19701(a)(2).

The city manager and/or the city attorney may determine in writing that a particular consultant is hired to perform a range of duties that are limited in scope and thus is not required to comply with the disclosure obligations in the conflict of interest code. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The city manager's and/or the city attorney's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

Disclosure obligations:

All designated employees and consultants and Independent Redistricting Commission (Commissioners and Alternate Commissioners) shall be required to file under the City of Menlo Park conflict of interest code must disclose in the following categories as defined by the FPPC:

- Investments (stocks, bonds and other interests)
- Investments, income and assets of business entities/trust
- Interests in real property
- Income, loans and business positions (Income other than gifts and travel payments)
- Income – gifts
- Travel payments, advances and reimbursements



STAFF REPORT

City Council

Meeting Date: 12/7/2021

Staff Report Number: 21-235-CC

Informational Item: City Council agenda topics: December 8, 2021 – January 2022

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 January 2022. 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: December 8, 2021 – January 2022

Report prepared by:
Judi A. Herren, City Clerk

Tentative City Council Agenda

#	Title	Department	Item type	City Council action
1	Adopt Resolution No. XX approving updates to the purchasing policy (SB1383)	ASD	Consent	Adopt resolution
2	Mid-year budget review and amendment	ASD	Regular	Adopt ordinance
3	Transmittal of the annual report on the status of the transportation impact, storm drainage, recreation in-lieu, below market rate housing in-lieu, and construction impact fees collected as of June 30, 2021	ASD	Consent	Receive and file
5	Quarterly personnel update (July-Sept)	ASD	Consent	Receive and file
4	Adopt Ordinances Amending ECR/D SP and Springline DA	CDD	Consent	Adopt ordinance
6	Adopt Resolution No. XXXX to establish application procedures and objective standards for SB 9 (stop gap)	CDD	Regular	Adopt resolution
7	Approve funding for 335 Pierce Rd (predevelopment CLT, loan authorization docs)	CDD	Regular	Approve
8	Housing Element	CDD	Regular	Direction to staff
9	2021 priorities and work plan year-end report as of December 31	CMO	Consent	Receive and file
10	Adopt Community Amenity Implementing Regulations and Updated Amenities List	CMO	Regular	Adopt resolution
11	Adopt Resolution No. XXXX approving the City Council Community Funding Subcommittee's recommendations regarding the 2021-22 community funding allocation	CMO	Regular	Adopt resolution
12	Adopt Resolution No. XXXX to continue conducting the City's Council and advisory body meetings remotely due to health and safety concerns for the public	CMO	Consent	Adopt resolution
13	Appoint City Council representatives and alternates to various local and regional agencies and as liaisons and members to City Council advisory bodies	CMO	Regular	Decide
14	Appoint City Councilmembers to various standing and ad hoc subcommittees and disband inactive ad hoc subcommittees	CMO	Regular	Decide
15	Authorize the city manager to enter into a master professional agreement with XXX to support CAP No.1 and CAP No.5 for a three year period up to \$XX per year	CMO	Consent	Approve
16	City Council calendar adoption	CMO	Consent	Approve
17	Minutes	CMO	Consent	Approve
18	Provide direction to the City's voting delegate regarding regional vacancies for the next City Selection Committee meeting December XX, 2021	CMO	Regular	Decide
19	Selection of the 2022 Mayor and Vice Mayor	CMO	Regular	Approve
20	Ordinance: updating MPMC City Council regular meeting start time to 7 p.m.-second read adoption	CMO	Consent	Adopt ordinance
21	Second Reading Redistricting Ordinance + Amendments to Conflict of Interest Code	CMO, CA	Consent	Adopt ordinance
22	Direction on Aquatics operator agreement	LCS	Study Session	Direction to staff
23	Adopt a resolution to authorize agreement to join Commute.org	PW	Consent	Adopt resolution
24	Adopt resolution and approve MOU for FEMA BRIC grant/SAFER Bay	PW	Consent	Adopt resolution, Approve
25	Approve update to VMT thresholds	PW	Regular	Approve
26	Authorize the City Manager to Execute a Cost Sharing Agreement with San Mateo County for the C	PW	Consent	Approve
27	Award a construction contract to XXX for the streetlight conversion project	PW	Consent	Contract award or amend
28	Professional services for Measure T issuance	PW, ASD	Consent	Approve

*PUBLIC WORKS DEPARTMENT
TOWN OF ATHERTON
80 FAIR OAKS LANE
ATHERTON, CA 94027
TEL (650) 752-0570*



December 3, 2021

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

RE: Public Comment - Staff Report #21-224-CC

Proposed adoption of Resolution No. 6687 to approve the through and left-turn restrictions from southbound Garwood Way and northbound Merrill Street at Oak Grove Avenue

Dear Mayor and Council Members:

We were recently advised that the City of Menlo Park plans to adopt a resolution restricting all traffic on Garwood Avenue from making a left turn onto Oak Grove Avenue or proceeding through onto Merrill Street. This action will essentially divert all traffic seeking to commute east toward Highway 101 or Middlefield Road from the Springline Development Project (1300-1302 El Camino Real) onto Glenwood Avenue in Atherton rather than allowing for disbursed eastbound traffic. Glenwood Avenue was already going to be heavily impacted by the development, a comment that was previously raised by the Town during the Environmental Impact Report review for this Project. This change will further exacerbate Project impacts to Atherton and area residents and the Town does not consider this impact to be negligible or acceptable.

Traffic headed to Middlefield Road will be diverted away from the signalized intersection at Oak Grove Avenue and toward the unsignalized intersection at Glenwood Avenue. The already congested roadway volumes along Middlefield Road result in traffic and pedestrian challenges at the Glenwood Avenue intersection. Traffic from Glenwood Avenue has difficulty crossing or turning on to Middlefield Road. This change will only exacerbate this issue made worse with the opening of the Project. As noted in Table 2 in the staff report, the projected intersection Level of Service (LOS) for both the Glenwood Avenue/Laurel Street and Glenwood Avenue/Middlefield Road intersections are projected at LOS F in the morning peak with delays of 70.1 sec and >180 sec respectively, with the completion of the project. In the afternoon peak, the Glenwood Avenue/Middlefield Road intersection is also projected at LOS F. The proposed turn restrictions at Oak Grove Avenue will increase delays at these intersections which are already beyond capacity. Conversely, the levels of service at the Oak Grove Avenue/Laurel Street and Oak Grove Avenue/Middlefield Road intersections are at LOS C and are better able to handle the additional traffic generated by the development.

The Town is also deeply concerned about the impacts to bicycle, pedestrian, and school traffic that this change will bring. As you are likely aware, Glenwood Avenue, Laurel Street and Encinal Avenue are all key routes to and from Encinal Elementary School. These routes do not have sidewalks or safe pedestrian ways. Even this incremental increase in traffic on these streets is a significant safety concern for these vulnerable groups of active roadway users.

Public Comment - Staff Report #21-224-CC

December 3, 2021

Page 2 of 2

We urge you to consider the potential safety and traffic impacts of making this change and refrain from adopting the Resolution.

Sincerely,

A handwritten signature in blue ink, appearing to read 'ROVADIA', with a long horizontal line extending to the right.

Robert Ovadia, P.E.
Director of Public Works
Town of Atherton
80 Fair Oaks Lane
Atherton, CA 94027
(650) 752-0541 - Office
rovadia@ci.atherton.ca.us

cc: Atherton City Council

Agenda item J3 Mary Widmer

The staff report on Menlo Park Resolution No. 6687 shows that the Average Daily traffic on Glenwood may be lower, but the Glenwood Avenue intersections with Laurel Street and Middlefield Road have been determined to be at LOS F. Table 2 in the staff report indicates delays of over 3 minutes at the Glenwood/Middlefield intersection during peak periods. The Oak Grove intersections, on the other hand, have an LOS of C with delays ranging from 20-33 seconds and thus are better able to handle the traffic. There is a significant difference in the LOS between the two streets.

In addition, the report indicates that Oak Grove is a bike path. So is Glenwood. Oak Grove's bike paths are better protected both in the Menlo Park and Atherton parts, while Glenwood (from Laurel going East) is only a Class III (Sharrow), which is more dangerous. Moreover, there are many elementary school children riding bikes to and from both Encinal and Nativity schools as well as to and from MA. Glenwood is also a designated pedestrian way where people often walk along edge of the street. Auto traffic on Oak Grove results in a lower risk to foot and bike traffic than if the same traffic were on Glenwood.

Garwood intersects Glenwood between the railroad tracks and the stop here line. It appears it would be easy for traffic from Garwood to try to beat trains in an effort to get out of Garwood or even to miss reading the railroad signals with fatal results. I believe that the safest exit would be El Camino Real or Oak Grove. Garwood intersects Glenwood 5 feet from the train tracks, again making this a dangerous turn, both for the drivers as well as bicyclists. The Oak Grove exit from Garwood is 12-15 feet from the tracks making this a safer exit. ECR is designated as a highway (CA 82) and is an appropriate street to carry the traffic. A right turn only from the complex onto Oak Grove is another exit solution. Glenwood is a residential street and it not built to handle the traffic from Garwood. In addition one block later it intersects with Laurel which is a major conduit for children going to Encinal School, HJillview Middle School, Nativity School, Menlo School, Sacred Heart Schools, and Menlo Atherton High School. Laurel cannot support additional traffic generated by the complex trying to get back to ECR. The staff report does not really consider all the options.

The overall traffic flow planned for this was and remains poor. Entrances and exits should be via the State Highway with a dedicated lane going northbound into the garage and re-emerging with the exit. Traffic onto Glenwood and Oak Grove should be minimized. The projections for the number of cars coming into and out of this complex are very low. With 400 families living in the complex, I would guess that there would be at least 400 cars coming and going daily. Where did staff get their projections?

Menlo Park has allowed traffic restrictions in many areas to keep residential streets calm. Your City policy stated at the beginning of the staff report indicates "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." This project does not do that for either Menlo Park residents living on Glenwood, Laurel or those who use Glenwood for school, work or recreation. Nor does this do so for your neighbor, Atherton.

This major commercial and housing project has been poorly designed and the traffic flow needs rework. Merely asking the few MP residents who live within 500 feet of the Oak Grove/Garwood exit was inappropriate and very self-serving.

I believe that this resolution should be defeated and staff instructed to work with the Town of Atherton to develop an acceptable plan. Traffic is a regional problem and pushing Menlo Park traffic through Atherton does not make it go away.

Mary Widmer



PRESIDIO BAY
VENTURES

SPRINGLINE
MENLO PARK

MP CITY COUNCIL
DECEMBER 7TH, 2021

| 1160 BATTERY ST, SUITE 100
SAN FRANCISCO, CA 94111

PLANNING COMMISSION ACTIONS

NOVEMBER 22ND , 2021

- 1. Recommended that City Council approve Specific Plan amendment to allow additional .05 Floor Area Ratio (FAR) in specified circumstances to correct project deficiencies.
- 2. Recommended that City Council approve Development Agreement amendment to incorporate project revisions and provide additional public benefit based on addition of floor area.
- 3. Approved architectural permit to allow additional area (mainly on garage levels), revise residential entry to improve access, and modify space near entry previously envisioned as CSU.
- 4. Approved use permit for hazardous materials for a fuel tank supplying a diesel emergency back-up generator.
- 5. Approved use permit to amend outdoor seating plan and approve on site and off site alcohol sales.

CITY COUNCIL ACTIONS NEEDED

- 1. Adopt Specific Plan Amendment for narrow categories of Additional Area.
- 2. Development Agreement Amendment – Public Benefit for Additional Area.



THE RESIDENCES



THE OFFICES & SHOPS

SPRINGLINE PROJECT MODIFICATIONS

REDESIGN FOR ADA ACCESS TO THE MAIN ENTRANCE OF THE RESIDENCES AND CSU MODIFICATION

Modification of the primary residential entry at the intersection of Oak Grove and Garwood to improve ADA accessibility, aesthetics, and functionality.

Modification to 1,150 SF at Oak Grove corner from CSU to Multi-Function Public Accessible Area subsidized by The Residences and open to all.

MINOR CHANGES TO THE BASEMENT (SUPPORT SPACE)

Minor changes to the basement levels for operational needs, such as secured lobbies to access the buildings from each level of the basement, mail rooms (*required by USPS to be in basement*), trash rooms, and storage to support Community Service Uses. Additionally, TDM focused amenities such as bike parking and locker rooms have been expanded to encourage greater bicycle ridership and minimize vehicular traffic. No new usable office or retail space added. No modifications to massing. Would result in a technical increase in Floor Area, while not impacting the massing or usable commercial space.

SECOND STORY OFFICE PASSAGE WAY FOR MULTI-TENANT

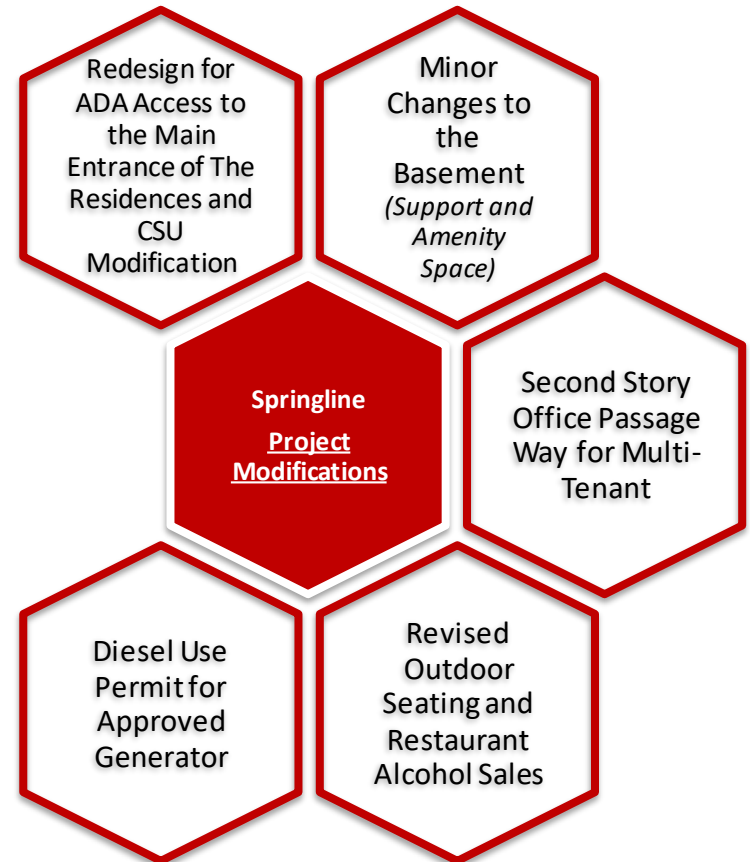
Minor changes to the second levels of each office building in order to create a passageway at the second level of the double-height entry lobbies.

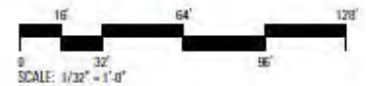
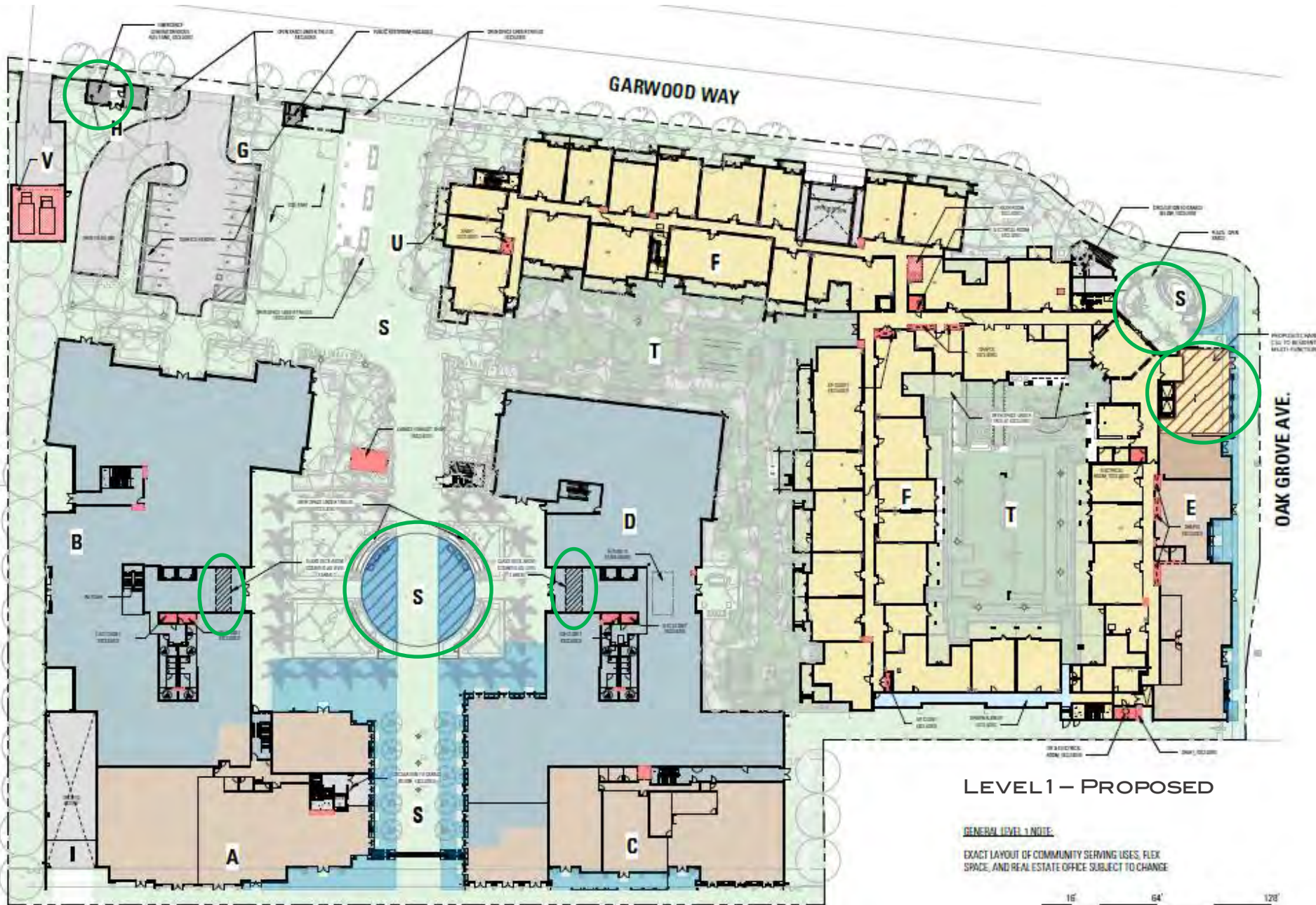
REVISED OUTDOOR SEATING AND RESTAURANT ALCOHOL SALES

Use Permit amendment to allow a minor expansion of the allowed outdoor seating area for food and beverage. Use Permit for restaurants selling alcoholic beverages. Use Permit for a taproom that will sell craft beer, wine and spirits (confined to the outdoor seating area), along with snacks. Use Permit for liquor sales for a specialty market that will also sell alcoholic beverages for on and offsite consumption.

DIESEL USE PERMIT FOR APPROVED GENERATOR

Use Permit for hazardous materials with respect to a diesel fuel storage tank for the emergency generator as required by the City.









BASEMENT LEVEL 1 – PROPOSED



SPECIFIC PLAN AMENDMENT FOR ECR NE-R DISTRICT

- For this district, Specific Plan limits FAR to a maximum of 1.50 FAR. Project was approved very close to this maximum; proposed basement work and small circulation improvements above ground would exceed that limit.
- Proposed Specific Plan amendment is narrowly tailored to address this unexpected situation.
- Amendment allows a **maximum** of an additional 0.05 FAR; for this site, that would be a maximum of about 14,000 SF, although the project is only requesting approximately 9,000 SF.
- Additional floor area only available for deficiencies identified after substantial construction in projects that include residential and CSU uses.
- Any increased area is subject to strict limitations, including:
 - Any additional gross floor area (GFA) below ground must be within constructed subsurface footprint
 - Area above ground may only address circulation deficiencies and can't increase exterior dimensions
 - Planning Commission must review and find additions are necessary/desirable to address deficiencies; subject to architectural review

DEVELOPMENT AGREEMENT AMENDMENT – PUBLIC BENEFIT

- Proposed public benefit is in form of \$300,000 cash payment in exchange for approval of approximately 9,000 SF of bonus floor area.

- Payment is proportional to public benefits provided for original (2017) approval, which included about 112,000 SF of bonus area.

- Funds are to be used for various priorities:
 - Help fund City “Quiet Zone” study
 - Contribute to funding for “Quiet Zone” implementation
 - Any remaining funds to be used for Downtown amenities

- In addition to public benefit payment, project will also contribute to BMR (\$63,000 in lieu fee), TIF, and other fees as per Menlo Park Master Fee Schedule.

REQUEST FOR APPROVAL

- 1. Request City Council approve Specific Plan amendment to allow additional .05 Floor Area Ratio (FAR) in specified circumstances to correct project deficiencies.
- 2. Request City Council approve Development Agreement amendment to incorporate project revisions and provide additional public benefit based on addition of floor area.





THANK YOU



SPRINGLINE PROJECT

1300 El Camino Real

Staff Presentation to City Council, December 7, 2021





BACKGROUND

- Located on the east side of El Camino Real, between Oak Grove Avenue and Glenwood Avenue
- Previously called “Station 1300”
- Mixed-use development consisting of office, residential, and community-serving uses on a 6.4-acre site
 - Approved in 2017
 - Floor area ratio (FAR) of 1.5



BACKGROUND

- Use Permit Revision
 - Approved at 11/22 PC meeting
 - Hazardous materials for emergency back-up generator
 - Expanded outdoor seating
 - On-site and off-site consumption of alcohol (beer, wine and spirits)

- Architectural Control Revision
 - Conditionally approved at 11/22 PC meeting (requires Specific Plan amendment)
 - Increase the gross floor area up to approximately 9,000 square feet (1.53 FAR)
 - Reconfigure the primary residential entry (Oak Grove and Garwood)



PROJECT OVERVIEW

- **Specific Plan Amendment**
 - Increases the maximum Public Benefit Bonus-level FAR from 1.50 to 1.55 in the ECR NE-R District of the Specific Plan under certain circumstances
 - Applies to projects approved at the bonus-level that include residential and community servicing uses
 - Requires PC to find that additions during construction are necessary or desirable to address deficiencies identified after construction of the structure(s) is substantially complete
- **Development Agreement (DA) Amendment**
 - For applicant to secure vested rights
 - For the City to secure a public benefit (payment of \$300,000 to complete a quiet zone feasibility study and related projects, if funds are left over)



STAFF RECOMMENDATIONS

- Adopt an ordinance amending the Specific Plan
- Adopt an ordinance approving a Development Agreement (DA) Amendment



THANK YOU