



## REGULAR MEETING AGENDA

**Date:** 4/4/2023  
**Time:** 6:00 p.m.  
**Locations:** [Zoom.us/join](https://zoom.us/join) – ID# 814 7839 7160 and  
Belle Haven Branch Library  
413 Ivy Drive, Menlo Park, CA 94025

Members of the public can listen to the meeting and participate using the following methods. If you have issues viewing the meeting, please email the city clerk at [jaherren@menlopark.gov](mailto:jaherren@menlopark.gov).

### How to participate in the meeting

- Submit a written comment online up to 1-hour before the meeting start time:  
[city.council@menlopark.gov](mailto:city.council@menlopark.gov)  
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 814 7839 7160
- Access the meeting real-time via telephone at:  
(669) 900-6833  
Meeting ID 814 7839 7160  
Press \*9 to raise hand to speak
- Watch meeting:
  - Cable television subscriber in Menlo Park, East Palo Alto, Atherton, and Palo Alto:  
Channel 26
  - Belle Haven Branch Library

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

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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.

### Regular Session

- Call To Order**
- Roll Call**
- Agenda Review**

## **D. 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. You are not required to provide your name or City of residence, but it is helpful. 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.

## **E. Presentations and Proclamations**

- E1. Proclamation: Recognizing April 2023 as National Poetry Month ([Attachment](#))  
Not a California Environmental Quality Act (CEQA) project.
- E2. Proclamation: Recognizing April 22, 2023 as Earth Day ([Attachment](#))  
Not a CEQA project.

## **F. Consent Calendar**

- F1. Accept the City Council meeting minutes for March 18, 2023 ([Attachment](#))  
Not a CEQA project.
- F2. Award a construction contract to G. Bortolotto & Company, Inc., for the 2023 Street Resurfacing project ([Staff Report #23-085-CC](#))  
This action is categorically exempt under CEQA Guidelines §15301 and §15304 exemption for existing facilities.
- F3. Authorize the city manager to execute a service agreement with Caltrain to advance the Middle Avenue Caltrain crossing project ([Staff Report #23-086-CC](#))  
Not a CEQA project.

## **G. Public Hearing**

- G1. Consider an appeal of the Planning Commission approval of a use permit to demolish an existing single-story, single-family residence and construct a new two-story residence with an attached garage on a substandard lot at 440 University Drive ([Staff Report #23-097-CC](#))  
Determine this action is categorically exempt under CEQA Guidelines §15303’s Class 3 exemption for new construction or conversion of small structures.

## **H. Regular Business**

- H1. Provide direction on the proposed programming plan elements for the Menlo Park Community Campus ([Staff Report #23-087-CC](#))  
Not a CEQA project.
- H2. Receive and file report on labor relations and receive public input on upcoming labor negotiations with Service Employees International Union Local 521 and American Federation of State, County and Municipal Employees Local 829 ([Staff Report #23-070-CC](#))  
Not a CEQA project.

**I. City Council Initiated Items**

- I1. Direction on advisory body and commissioner stipends ([Staff Report #23-088-CC](#))  
Not a CEQA project.

**J. Informational Items**

- J1. City Council agenda topics: April 18 – May 9, 2023 ([Staff Report #23-092-CC](#))  
Not a CEQA project.
- J2. Update on Belle Haven traffic calming plan implementation ([Staff Report #23-089-CC](#))  
Not a CEQA project.
- J3. Belle Haven School redesign update – Ravenswood City School District ([Staff Report #23-090-CC](#))  
Not a CEQA project.
- J4. Update on Kelly Park athletic field synthetic turf and track renovation project  
([Staff Report #23-093-CC](#))  
Not a CEQA project.
- J5. Update on West Bay encroachment agreement for work near Bedwell Bayfront Park  
([Staff Report #23-094-CC](#))  
Not a CEQA project.

**K. City Manager's Report**

**L. City Councilmember Reports**

**M. 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 City 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 before, 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.gov](mailto:jaherren@menlopark.gov). 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 Cal. Gov. Code §54954.2(a) or §54956. Members of the public can view electronic agendas and staff reports by accessing the City website at [menlopark.gov/agendas](http://menlopark.gov/agendas) and can receive email notification of agenda postings by subscribing at [menlopark.gov/subscribe](http://menlopark.gov/subscribe). Agendas and staff reports may also be obtained by contacting City Clerk at 650-330-6620. (Posted: 3/30/2023)

# Proclamation

## RECOGNIZING APRIL 2023 AS NATIONAL POETRY MONTH

**WHEREAS**, the Academy of American Poets established the month of April as National Poetry Month in 1996; and

**WHEREAS**, National Poetry Month seeks to highlight the extraordinary legacy and ongoing achievement of American poets; introduce Americans to the pleasures and benefits of reading poetry; bring poets and poetry to the public in immediate and innovative ways; make poetry an important part of our children's education; and

**WHEREAS**, as National Poetry Month, under the leadership and direction of the Academy of American Poets, is now the largest literary celebration in the world; and

**WHEREAS**, poetry enhances and enriches the lives of all Americans; and

**WHEREAS**, poetry, as an essential part of the arts and humanities, affects every aspect of life in America today, including education, the economy, and community pride and development; and

**WHEREAS**, poetry has produced some of the nation's leading creative artists and has inspired other artists in fields such as music, theatre, film, dance, and the visual arts; and

**NOW, THEREFORE, BE IT PROCLAIMED**, that I, Jen Wolosin, Mayor of the City of Menlo Park, on behalf of the City Council and City, do hereby proclaim April 2023 as National Poetry Month. I call upon public officials, educators, librarians, and all the people of Menlo Park to observe this month, to celebrate the cultural riches our community has to offer, and to recognize the important role poetry in creating and sustaining this great nation with appropriate ceremonies, activities, and programs.

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Jen Wolosin, Mayor  
April 4, 2023



# Proclamation

## RECOGNIZING APRIL 22, 2023 AS EARTH DAY

**WHEREAS**, Earth Day has been celebrated globally since 1970 to unite around protecting our common environment to ensure future generations will have a safe and sustainable future; and

**WHEREAS**, all people of this Earth, no matter their country, gender, income, race, sexual orientation, gender identity, or abilities, have a right to live in a healthy environment; and

**WHEREAS**, in 2019, the Menlo Park City Council adopted a resolution recognizing the threat of climate change and the urgent need to combat it; and

**WHEREAS**, in 2020, the Menlo Park City Council adopted its climate action plan with the goal of net zero carbon emissions by 2030; and

**WHEREAS**, the 2022 United Nations Intergovernmental Panel on Climate Change reported that nations are far off track from meeting commitments to reduce catastrophic climate change; and

**WHEREAS**, Menlo Park's location on the shore of the San Francisco Bay places residents and approximately \$1.3 billion of property in our Belle Haven neighborhood at risk of flooding from climate change by as early as 2070; and

**WHEREAS**, the City of Menlo Park is a co-sponsor of the upcoming "Love Our Earth Festival," to be held on Earth Day, April 22 at Menlo-Atherton High School; and

**WHEREAS**, the Menlo Park City Council declared a "state of emergency" with respect to climate change, yet is not on track to meet its "Zero Carbon by 2030" goal in its Climate Action Plan; and

**WHEREAS**, local cities, including Menlo Park, helped create Peninsula Clean Energy, which supplies 100% carbon-free electricity for all customers in Menlo Park; and

**WHEREAS**, Menlo Park has notable accomplishments in making progress in protecting the environment, such as:

- adopting all-electric Reach Codes for new construction;
- implementing a sustainable green fleet policy;
- purchasing a solar-battery microgrid that will provide clean emergency power for the new community center in Belle Haven; and

**WHEREAS**, Menlo Park's successful experience and presence in Silicon Valley gives it a unique opportunity to demonstrate leadership and set an example for other cities to reduce greenhouse gases with innovative, comprehensive, and expeditious approaches; and

**NOW, THEREFORE, BE IT RESOLVED**, that I, Jen Wolosin, Mayor of the City of Menlo Park, on behalf of the City Council and City, encourage all residents and businesses to celebrate the Earth and deepen their understanding of environmental protection, the urgency of climate change, and the need to create a healthier, safer, more equitable future for all people.

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Jen Wolosin, Mayor  
April 4, 2022



**SPECIAL MEETING MINUTES- DRAFT**

**Date:** 3/18/2023  
**Time:** 10:00 a.m.  
**Locations:** Teleconference and  
City Council Chambers  
751 Laurel St., Menlo Park, CA 94025

**Special Session**

**A. Call To Order**

Mayor Wolosin called the meeting to order at 10:07 a.m.

**B. Roll Call**

**Present:** Combs, Doerr, Nash, Taylor, Wolosin  
**Absent:** None  
**Staff:** City Manager Justin I. C. Murphy, Assistant City Manager Stephen Stolte, City Attorney Nira F. Doherty, Assistant to the City Manager/City Clerk Judi A. Herren

**C. Regular Business**

**C1. Annual City Council priority and goal setting workshop (Staff Report #23-069-CC)**

- Lynne Bramlett spoke in support of prioritizing disaster preparedness, discussing the structure of the government, and utilizing residents.
- Karen Grove spoke in support of prioritizing housing and housing protections.
- Patti Fry spoke in support of prioritizing more guardrails and guidance for rapid development and additional attention on financial and physical infrastructure that supports a higher quality of life.
- Edward Schlesinger spoke in support of prioritizing smoke free multi-unit housing.
- Linh Dan Do spoke in support of prioritizing REACH code updates to include electrification.
- John McKenna spoke in support of prioritizing all climate action plan (CAP) goals and electrification.
- Gregory Faris spoke in support of prioritizing the annexation of the West Menlo triangle.
- Tricia Barr spoke in support of prioritizing smoke free multi-unit housing.
- Adina Levin spoke in support of prioritizing the implementation of the housing element and environmental justice element.
- Katherine Dumont spoke in support of prioritizing diverse equitable representation across the Districts on City advisory bodies and a stipend for Planning and Housing Commissioners.
- Jenny Michele spoke in support of prioritizing stabilized labor and housing for all income levels.
- Angela Evans spoke in support of prioritizing a new ordinance requiring electric pump water heaters and HVAC (heating, ventilation and air conditioning) systems.
- Leah Elkins spoke in support of prioritizing a safe storage of firearms ordinance.
- Ryan Essenburg spoke in support of prioritizing Nealon Park playground and tennis courts.
- Erika D. spoke in support of prioritizing smoke free multi-unit housing.
- Alheli spoke in support of prioritizing smoke free multi-unit housing.

- Thomas Prussing spoke in support of prioritizing disaster preparedness and staffing.
- Marcy Abramowitz spoke in support of prioritizing quiet zones.
- Steve Walter spoke in support of prioritizing quiet zones.
- Fran Dehn spoke in support of prioritizing economic development considerations in all City Council decisions.
- Sally Cole spoke in support of prioritizing safe streets.

City Manager Justin Murphy introduced the item.

Facilitator Steve Mermell guided the City Council through the presentation and opened City Council discussion on each section (Attachment).

The City Council discussed the ILG article on “Attributes of Exceptional Councils”:

- Teamwork
- Good foundation for this meeting

The City Council discussed “Typical Council Norms”:

- Struggle with manual and policies conflicts
- Excited about the norms
- Good governance into practice guidance
- Communications between staff, public, and City Council
- Norm enforcers
- Adding norms to mission/vision statement or creating a separate policy

The City Council discussed City Council comments

- How to manage priorities when natural disaster, pandemics, etc. occur

The City Council discussed accomplishments

- Reestablishing programs and public engagement coming out of the pandemic

The City Council discussed the financial outlook

- Sales tax decrease due to retired and transitioning businesses out of Menlo Park
- Budgeting role in priorities and work plan
- Considering programs and projects with and without cost recovery

The City Council discussed key challenges

- Viewing some challenges as opportunities
- Bifurcating forging a vision for the City and setting priorities
- Clarifying the what City Council has “control” compared to what City Council has a “role”
- Focusing on what impacts Menlo Park and macro level impacts
- Add “meeting fatigue” to the challenge list
- Creating “enabling conditions” through ordinances
- Embracing different ways to view an issue
- City Council and staff’s role in policy initiatives, goals, and objectives

The City Council took a recess at 11:52 a.m.

The City Council reconvened at 11:58 a.m.

The City Council discussed

- The status of items not identified as a “priority”
- Priorities setting the tone for the City
- [Menlopark.gov/priorities](http://Menlopark.gov/priorities) – communication page that is continually updated

The City Council took a recess at 12:08 p.m.

The City Council reconvened at 12:40 p.m.

The City Council discussed community input on priorities

- Ways to direct staff to work on items not listed as a “priority”
- Communicating to the public about item statuses

The City Council discussed priority issues

- EMERGENCY PREPAREDNESS
  - Leveraging the San Mateo County Office of Emergency Preparedness
  - Best practices
  - Including volunteer groups already in existence
  - Scale of resident impacts from local emergencies
  - Incorporating in the local hazard mitigation plan
  - Number of disasters in Menlo Park
- The City Council added ECONOMIC DEVELOPMENT to ACTIVATING DOWNTOWN
  - Investing in Downtown
  - Revitalizing businesses in all Districts
  - Updating Downtown aesthetics
  - Need of an economic development director
  - Assisting businesses city-wide with a focus on Downtown
  - Look at storefront vacancy rates and how to incentivize rental of vacant businesses
  - Revisiting the downtown specific plan zoning
- SAFE STREETS
  - Need to update the transportation master plan
- ADVANCING EQUITY
  - Seek additional funds through grants, etc. for additional resources city-wide
  - A tool to be utilized in all priorities
- ORGANIZATIONAL EFFECTIVENESS
  - A tool to be utilized in all priorities
- COMMUNITY ENGAGEMENT
  - A tool to be utilized in all priorities
  - Improve how to communicate with residents and the dissemination of information, especially to those without internet/phone/cell service

The City Council discussed

- Items not listed as a top priority
- Agenda management
- Setting public expectations for public priority requests

The City Council engaged in the selection of priorities exercise selecting the top five priorities:

- Emergency Preparedness
- Climate Action
- Activating Downtown and Economic Development
- Safe Streets
- Housing

The City Council took a recess at 2:02 p.m.

The City Council reconvened at 2:06 p.m.

City Manager Justin Murphy provided information on next steps.

The City Council provided closing statements.

#### **D. Adjournment**

Mayor Wolosin adjourned the meeting at 2:19 p.m.

Judi A. Herren, Assistant to the City Manager/ City Clerk



**STAFF REPORT**

**City Council Meeting Date:** 4/4/2023  
**Staff Report Number:** 23-085-CC

**Consent Calendar:** Award a construction contract to G. Bortolotto & Company, Inc., for the 2023 Street Resurfacing project and determine this action is categorically exempt under California Environmental Quality Act Guidelines Section 15301 and 15304 exemption for existing facilities

**Recommendation**

Staff recommends that the City Council award a \$2,263,558 construction contract, with bid alternates A through D, to G. Bortolotto & Company, Inc. (Attachment A), approve a contingency in the amount of \$230,000 (held by the city), approve construction administration fees in the amount of \$350,000, and determine that this action is categorically exempt under California Environmental Quality Act (CEQA) Guidelines Section 15301 and 15304 for the 2023 street resurfacing project.

**Policy Issues**

This project is consistent with the City’s goal of maintaining its municipal infrastructure and extending the life and safety of its roadway network. The project is also included in the fiscal year 2022-23 capital improvement program (CIP).

**Background**

The City is responsible for maintaining approximately 96 miles of streets and asphalt resurfacing is typically performed every two years to keep roadways at an appropriate level of service. To assist this effort, Menlo Park uses StreetSaver, a pavement management software that is approved by the Metropolitan Transportation Commission (MTC.) MTC assigns grants for roadway projects through its Pavement Management Technical Assistance Program (P-TAP), which the City applies for every two or three years. For each application cycle, the P-TAP issues a report that assigns a pavement condition index (PCI) for City streets, and a five-year budget for project funding. The PCI evaluates existing pavement conditions on a scale from 0 (failed) to 100 (excellent) per Table 1.

Table 1: PCI classification	
PCI rating	Street condition
0 to 25	Failed to very poor
25 to 50	Poor
50 to 70	At risk to fair
70 to 100	Good to excellent

The goal of the P-TAP and the street resurfacing program is to maintain the City's PCI, and keep its streets at an appropriate level of service, through surface treatments. The City's overall PCI is currently 76 which is classified as "Good to Excellent." In general, streets with higher PCIs are more cost effective to preserve and may be candidates for lower cost surface treatment options (e.g., asphalt overlays or slurry seals). Alternatively, streets with lower PCIs may require more intensive repairs such as full street section reconstruction.

#### On-call pavement contract

While the street resurfacing program is an effective tool for managing the City's overall roadway network, pavement damage is also reported throughout the year by public users and staff. These reports are often isolated areas of failure which are not captured in the street resurfacing program and need more immediate attention to prevent further deterioration. To address these areas, some repairs can be patched or repaired in-house by maintenance staff. For larger, more extensive repairs, staff also manages a separate on-call pavement repair contract. Examples of scheduled on-call work this fiscal year include asphalt base repairs and speed hump reconstruction along Bay Road (between Van Buren Road and Ringwood Avenue) and asphalt overlays along Marsh Road (at the Dumbarton railroad crossing.)

#### **Analysis**

The 2023 street resurfacing project generally consists of asphalt milling and overlays (from two to six inches deep), replacement of striping and markings, tree root damage repairs, and installation of curb and gutter, curb ramps compliant with the Americans with Disabilities Act (ADA), and minor sidewalk repair or gap closure. Staff utilized StreetSaver to identify a draft list of potential street segments for the resurfacing project. This assessment is based on factors such as existing pavement condition, potential to optimize the City's overall PCI, and available budget. Staff also evaluated areas of pavement failure for project consideration.

Sixteen street segments (comprised of a base bid and four bid alternates) were selected for resurfacing. The 16 segments represent 2.2 miles of roadway (or 2.3 percent of the City's total street network). This project will increase the City's overall PCI from 76 to 78. Table 2 summarizes the project's proposed resurfacing limits and a map of the proposed locations is included herein as Attachment B.

Table 2: Project street segments			
Number	Base bid location	Begin	End
1	Hill Avenue	Terminal Avenue	Hamilton Avenue
2	Windermere Avenue	Pierce Road	Newbridge Street
3	Central Avenue	Pope Street	Walnut Street
4	East O'Keefe Street	Menalto Avenue	City Limits
5	Windermere Avenue	Bay Road	Van Buren Road
6	Van Buren Road	Hollyburne Avenue	Menlo Oaks Drive
7	Burgess Drive	Laurel Street	Street End
8	Windsor Drive	Santa Cruz Avenue	Middle Avenue
9	Windsor Way	Windsor Drive	Street End
10	Johnson Street	Santa Cruz Avenue	Valparaiso Avenue
11	Blueridge Avenue	Sharon Park Drive	Monte Rosa Drive
12	Garland Drive	Cotton Street	Olive Street
Number	Base bid location	Begin	End
A	Chilco Street	Terminal Avenue	Railroad Crossing
B	Hidden Oaks Drive	Santa Cruz Avenue	Street End
C	Clayton Drive	Alameda de las Pulgas	Street End
D	Eastridge Avenue	Sharon Road	Monte Rosa Drive

Coordination with other agencies and CIP projects

Staff coordinated with external agencies during the project’s design phase. West Bay Sanitary District and California Water Service reviewed the proposed resurfacing locations and confirmed that their upcoming sewer and water main improvement projects were not in conflict.

Two additional street resurfacing projects will be delivered this calendar year, which are funded as separate CIPs given the size and complexity of traffic impacts. These stand-alone projects include work along Ravenswood Avenue (from El Camino Real to Laurel Street) and Haven Avenue (from Marsh Road to Atherton Channel). Construction along Ravenswood Avenue is anticipated from April to July of this year while work at Haven Avenue is expected to begin this summer, contingent upon bids received.

Construction bidding

On February 8, 2023, the City solicited bids from prospective contractors for the project. The project was advertised on Planet Bids, a procurement platform utilized by the City, and posted twice in a local newspaper. Construction bids were opened March 1, 2023, with results listed in Table 3.

Of the six bids received, G, Bortolotto & Company Inc. was identified as the apparent low bidder with a combined base bid and bid alternate price of \$2,263,558, which was 44 percent lower than the engineer’s estimate of \$4,010,000. Upon review, staff confirmed that the engineer’s estimate utilized a higher unit price



for asphalt, based on recently completed projects, and given the current economic climate, the engineer’s estimate was adjusted for anticipated inflation. Moving forward, staff will analyze the bids received for this project and will use the analysis to guide the creation of future cost estimates involving similar scopes of work.

<b>Bidder</b>	<b>Base bid subtotal</b>	<b>Bid alternate A, B, C, D subtotal</b>	<b>Bid total</b>
Engineer’s estimate	\$3,450,000	\$560,000	\$4,010,000
G. Bortolotto & Company, Inc.	\$1,936,488	\$327,070	\$2,263,558
Granite Rock Company	\$2,216,228	\$315,540	\$2,531,768
Radius Earthwork Inc.	\$2,144,500	\$401,700	\$2,546,200
O’Grady Paving, Inc.	\$2,467,500	\$343,740	\$2,811,240
Ghilotti Bros., Inc.	\$2,906,968	\$395,880	\$3,302,848
Catos Paving	\$2,969,100	\$515,020	\$3,484,120

City staff has found the low bidder to be experienced with projects involving similar scopes of work for asphalt and concrete improvements. Staff also determined the low bidder to be both responsive and responsible per public contracting code requirements. Subject to the City Council’s award of contract, the project is tentatively scheduled from May 2023 to September 2023.

**Impact on City Resources**

The project is included in the fiscal year 2022-23 CIP with \$5,200,000 in available funding from the construction impact fee and highway user (gas) tax funds. The estimated budget, including the base bid and all bid alternates, is summarized in Table 4 and totals \$2,843,558, including a 10 percent construction contingency and construction administration fees. Construction administration is estimated at \$350,000 and includes construction management and consultant support for inspections.

<b>Item</b>	<b>Cost</b>
Construction subtotal (combined base bid and bid alternates)	\$2,263,558
Contingency (10%)	\$230,000
Construction administration	\$350,000
<b>Total budget</b>	<b>\$2,843,558</b>
Available funding	\$5,200,000

The project has sufficient funding to construct all 16 of the project’s proposed resurfacing locations. Therefore, staff is recommending that the City Council award a \$2,263,558 construction contract, with bid alternates A through D, to G. Bortolotto & Company, Inc., approve a contingency in the amount of \$230,000,

and approve construction administration fees in the amount of \$350,000 for the 2023 street resurfacing project.

### **Environmental Review**

The project is categorically exempt under §15301 – Class 1 and §15304 – Class 4 of the CEQA Guidelines. Both sections allow for minor alternations 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. Sewer lateral notices were delivered to residents in early January 2023.

### **Attachments**

- A. Construction contract
- B. 2023 Street resurfacing project location map

Report prepared by:

Mike Owyang, Associate Engineer

Michael Fu, Senior Civil Engineer

Report reviewed by:

Tanisha Werner, Assistant Director of Public Works - Engineering

**CONSTRUCTION AGREEMENT**

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



<b>Agreement #:</b>
<b>AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND FIRST PARTY</b>
THIS CONSTRUCTION CONTRACT ("Contract") is made and entered into this ____ day of _____, _____ ("Execution Date") by and between the CITY OF MENLO PARK, a California municipal corporation, ("City") and G. Bortolotto & Company, Inc. ("Contractor").
<b>RECITALS</b>
<p>A. Contractor is a <u>California Corporation</u> duly organized and in good standing in the State of California, License Number <u>397341</u>. Contractor represents and warrants that it has the background and experience set forth in the Contractor's responses to the notice inviting bids.</p> <p>B. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Contract.</p> <p>C. On <u>February 8, 2023</u>, the City issued a Notice to Contractors inviting bids for the Project. A copy of the Contractor's Bid proposal and List of Subcontractors is attached herein and incorporated by this reference.</p> <p>D. The City desires to retain Contractor as an independent contractor to provide the construction and other services identified in this Contract for the Project upon the terms and conditions contained herein.</p>
<b>AGREEMENT</b>
<p>NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:</p> <p>1. DEFINITIONS. Capitalized terms used throughout the Contract Documents shall have the meanings set forth in this Contract and/or the Special Provisions. If there is a conflict between the definitions in this Contract and the Special Provisions, the definitions in this Contract shall prevail.</p> <p>2. PROJECT. The project is the construction of <u>2023 Street Resurfacing Project, No. CPS014</u> ("<u>Project</u>"). The work includes all labor, materials, equipment, services, permits, licenses and taxes, and all other things necessary for Contractor to perform its obligations and complete the Project, including, without limitation, any Change Orders executed by City and Contractor in accordance with the requirements of the Contract Documents ("<u>Work</u>").</p> <p>3. CONTRACT DOCUMENTS.</p> <p>3.1 List of Documents. The Contract Documents (sometimes collectively referred to as "Agreement" or "Bid Documents") consist of the following documents which are on file with the Public Works</p>

Department and are hereby incorporated by reference.

- 1) Change Orders
- 2) Field Orders
- 3) Contract
- 4) Bidding Addenda
- 5) Special Provisions
- 6) Project Plans and Drawings
- 7) Technical Specifications
- 8) City Standard Details
- 9) State of California Department of Transportation Specifications, 2006 Edition (Cal Trans specifications)
- 10) Notice to Contractors
- 11) Contractor's Bid
- 12 Bidder Certifications, Questionnaire and Statements
- 13) Reports listed in the Contract Documents
- 14) City of Menlo Park Waste Management Form, Waste Management Daily Transport Report
- 15) City of Menlo Park Truck Route Map and Regulations
- 16) Performance, Payment and Maintenance Bonds

3.2 Order of Precedence. For the purposes of construing, interpreting and resolving inconsistencies between and among the provisions of this Contract, the Contract Documents shall have the order of precedence as set forth in the preceding section. If a claimed inconsistency cannot be resolved through the order of precedence, the City shall have the sole power to decide which document or provision shall govern as may be in the best interests of the City.

4. PERMITS. Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, all appropriate permits, licenses and certificates that may be required in connection with the performance of the Work, including, but not limited to, a City business license.

5. DEPARTMENT OF INDUSTRIAL RELATIONS. Contractor and any subcontractor performing Work on this Project shall be registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code Section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a). This Project is subject to compliance monitoring and enforcement by the DIR. It is the responsibility of the Contractor to ensure all DIR requirements and regulations are met and stay current. For more information, see <http://dir.ca.gov/Public-Works/SB854.html>.

6. TERM. This Contract is effective on the Execution Date set forth in the initial paragraph of this Contract and shall remain in effect until the Project has been satisfactorily completed by Contractor, unless earlier terminated pursuant to the terms of this Contract.

7. TIME OF COMPLETION. Time is of the essence with respect to all time limits set forth in the Contract Documents. Contractor shall commence the Work on the date specified in the City's Notice to Proceed. Contractor shall diligently prosecute the Work to Substantial Completion within the working days specified per the contract documents and the City's Notice to Proceed ("Contract Time"). The Contract Time may only be adjusted for extensions of time approved by the City and agreed to by Change Order executed by City and Contractor in accordance with the requirements of the Contract Documents.

8. COMPENSATION. The City agrees to compensate Contractor for its satisfactory completion of the Work in compliance with the Contract Documents for the not to exceed amount of two million and two hundred and sixty-three thousand five hundred fifty-eight dollars (\$2,263,558.00) ("Contract Sum"). Payment shall be as set forth in the Plans, Special Provisions and/or Technical Specifications. The Contract Sum may only be adjusted by Change Orders issued, executed and satisfactorily performed by Contractor in accordance with the requirements of the Contract Documents. The Contract Sum shall be adjusted (upward or downward) only to account for Change Orders. The Contract Sum is and shall be full compensation for all Work performed by Contractor. The Contract Sum shall cover all losses arising out of the nature of the Work or from the elements or any unforeseen difficulties or obstructions which may arise or be encountered in performance of the Work until its Acceptance by the City, all risks connected with the Work and any and all expenses incurred due to the suspension or discontinuance of the Work.

9. STANDARD OF PERFORMANCE. As a material inducement to the City to enter into this Contract, Contractor hereby represents and warrants that it has the qualifications and experience necessary to undertake the Work to be provided and the Project to be completed pursuant to this Contract. Contractor agrees that the Work shall be performed by qualified, experienced and well-supervised personnel. The Work performed pursuant to this Contract shall be performed in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope and complexity of the Project.

10. COMPLIANCE WITH LAW. This Project constitutes a public work within the meaning of California Labor Code Section 1720 et. seq. and is subject to prevailing wage laws. The Work performed by Contractor pursuant to this Contract shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City, and any federal, state or local governmental agency having jurisdiction in effect at the time the work is rendered.

11. REPRESENTATIVE. Robert Bortolotto is hereby designated as the project manager/superintendent/foreman of Contractor authorized to act on its behalf with respect to the Work specified in this Contract. It is expressly understood that the experience, knowledge, capability and reputation of G. Bortolotto & Company, Inc. were a substantial inducement for City to enter into this Contract. Therefore, Robert Bortolotto shall be responsible during the term of this Contract for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. The representative may not be changed by Contractor without the express written approval of the City.

## 12. LIQUIDATED DAMAGES.

12.1 Entitlement. City and Contractor acknowledge and agree that if Contractor fails to fully and satisfactorily complete the Work within the Contract Time, the City will suffer, as a result of Contractor's failure, substantial damages which are both extremely difficult and impracticable to ascertain. Such damages may include, but are not limited to: (a) loss of public confidence in the City and its contractors; (b) loss of public use of public facilities; and (c) extended disruption to public.

12.2 Daily Amount. City and Contractor have reasonably endeavored, but failed, to ascertain the actual damage that the City will incur if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time. Therefore, the parties agree that in addition to all other damages to which the City may be entitled other than delay damages, in the event the Contractor shall fail to achieve Substantial Completion of the Work within the Contract Time, Contractor shall pay City as liquidated damages the amount of Five Hundred Dollars (\$500) per day for each calendar day after the expiration of the Contract Time until Contractor achieves Substantial Completion of the Work. The liquidated damages amount is not a penalty, but a reasonable estimate of the amount of damages the City will

suffer.

12.3 Apportionment. Such liquidated damages shall be subject to reduction for delays for which Contractor is entitled to receive an extension of time under the Contract Documents ("Apportionment"). Such Apportionment shall not be affected by the fact that liquidated damages may not be applied for periods of time during which delays have occurred that are caused by both City and Contractor. It is agreed that the liquidated damages shall not be applied for portions of the Work completed prior to the expiration of the Contract Time.

12.4 Exclusive Remedy. City and Contractor acknowledge and agree that this Section 11, Liquidated Damages, shall be the City's only remedy for delay damages caused by the Contractor's failure to achieve Substantial Completion of the Work within the Contract Time.

12.5 Damages upon Abandonment. In the event that the Contractor either abandons the Work or is terminated for default in accordance with the provisions of this Contract, City shall have the right, in its sole discretion exercised by written notice issued either before or after Substantial Completion, to elect to either assert or waive its right to liquidated damages. If City elects to assert its right to liquidated damages, then the liquidated damages shall be calculated from expiration of the Contract Time to the date that Substantial Completion of the Work is achieved by the City or its replacement contractor employed to complete Contractor's performance. If City elects to waive its right to liquidated damages, then Contractor shall be liable to the City, in lieu of the liquidated damages, for all actual Losses (as defined in the General Conditions) proximately resulting from Contractor's failure to complete the Work within the Contract Time.

12.6 Other Remedies. The parties further acknowledge and agree that the City is entitled to any and all available legal and equitable remedies City may have where City's Losses are caused by any reason other than Contractor's failure to achieve Substantial Completion of the Work within the Contract Time.

13. INDEPENDENT CONTRACTOR. Contractor is, and shall at all times remain as to the City, a wholly independent contractor and not an agent or employee of the City. Contractor shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Contractor receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Contractor shall not be eligible for benefits and shall receive no compensation from the City except as expressly set forth in this Contract. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or otherwise act on behalf of the City as an agent. Neither the City, nor any of its agents shall have control over the conduct of Contractor, any of Contractor's employees, or any subcontractors, except as set forth in this Contract. Contractor shall at no time, or in any manner, represent that it or any of its agents or employees or subcontractors are in any manner employees of the City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Contract. Contractor shall fully comply with the worker's compensation law regarding Contractor, Contractor's employees and subconsultants. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor and any subconsultants to comply with applicable worker's compensation laws.

14. CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the work to be performed by Consultant under this Contract, or which would conflict in any manner with the performance of its services hereunder. Contractor further covenants that, in performance of this Contract, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having

any interest which would conflict in any manner with the performance of the work pursuant to this Contract. Contractor agrees not to accept any employment during the term of this Contract which is or may make Contractor financially interested, as provided in California Government Code Sections 1090 and 87100, in any decision made by the City on any matter in connection with which Contractor has been retained pursuant to this Contract. However, nothing herein shall preclude Contractor from accepting other engagements with the City.

## 15. INDEMNIFICATION.

15.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, with independent counsel approved by the City, and hold harmless the City, and its elective or appointive boards, officers, employees agents and volunteers ("Indemnitee") from and against any and all claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course of work performed under this Contract due to the acts or omissions of Contractor or Contractor's officers, employees, agents or subcontractors. The indemnification provisions survive completion of the Work or the termination of this Contract. The acceptance of such services shall not operate as a waiver of such right of indemnification. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating Contractor to indemnify any Indemnitee for any claims, losses or liability resulting from the sole or active negligence or willful misconduct of the Indemnitee. Contractor shall pay City for any costs incurred in enforcing this provision.

15.2 The City does not and shall not waive any rights that they may possess against Contractor because of the acceptance by the City or the deposit with the City of any insurance policy or certificate required pursuant to this Contract. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.3 Pursuant to Public Contract Code Section 9201, the City shall timely notify Contractor upon receipt of any third-party claim relating to the Contract.

16. ASSIGNABILITY. The parties agree that the experience and qualifications of Contractor as set forth in the Contractor's Bid are material considerations for the City entering into this Contract. Consultant shall not assign or transfer any interest in this Contract, without the prior written consent of the City, and any attempt by Contractor to do so shall be void and of no effect and a breach of this Contract. For purposes of this section, the sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor or of any general partner or joint venturer or syndicate member of Contractor, if a partnership or joint venture or syndicate or co-tenancy exists, which shall result in changing the control of Contractor, shall be construed as an assignment of this Construction Contract. Control means more than fifty percent (50%) of the voting power of the corporation or other entity.

## 17. INSURANCE AND BOND REQUIREMENTS.

17.1 Prior to the commencement of any Work, the Contractor shall provide the City with evidence that it has obtained the insurance required by this Section and all bonds, including, but not limited to, payment and performance bonds, required in the Special Provisions. Failure to obtain and maintain the required insurance and bonds to so shall be deemed a material breach of this Contract.

17.2 Insurance Requirements. Contractor shall obtain the following insurance.

A. Worker's Compensation and Employer's Liability Insurance: The CONTRACTOR shall have in effect during the entire life of this Contract workers' compensation and Employer's Liability Insurance providing

full statutory coverage. In signing this Contract, the CONTRACTOR makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

B. Commercial General Liability Insurance: The CONTRACTOR shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Contract from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in aggregate, or four million dollars (\$4,000,000) combined single limit bodily injury and property damage for each occurrence. CONTRACTOR shall provide the City with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions.

C. Automobile Liability Insurance: CONTRACTOR shall maintain Automobile Liability Insurance pursuant to this Contract in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.

17.3 CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

17.4 In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Contract to the contrary, immediately declare a material breach of this Contract and suspend all further work pursuant to this Contract.

17.5. Before the execution of this Contract, any deductibles or self-insured retentions must be declared to and approved by CITY.

18. SUSPENSION. The City may, at any time and from time to time, without cause, order Contractor, in writing ("Suspension Order"), to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the Suspension Order. Upon receipt of a Suspension Order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order during the period of work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the Suspension Order or delete the work covered by the Suspension Order by issuing a Change Order. If a Suspension Order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension.



19. BOOKS AND RECORDS. Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract in accordance with generally accepted accounting principles and practices consistently applied. City and City's accountants shall be afforded access at all times during normal business hours, to inspect, audit and copy Contractor's records, books, estimates, take-offs, cost reports, ledgers, schedules, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and Contractor shall preserve these for a period of three years after the later of (i) final payment or (ii) final resolution of all Contract Disputes and other disputes or for such longer period as may be required by law. Contractor's compliance with any request by City pursuant to this Section 18 shall be a condition precedent to filing or maintenance of any legal action or proceeding by Contractor against City and to Contractor's right to receive further payments under the Contract Documents. Any failure by Contractor to provide access to its business records for inspection or copying by City shall be specifically enforceable by issuance of a writ or a provisional or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony.

20. WAIVER. Waiver by either party of any breach or violation of any one or more terms or conditions of this Contract shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Acceptance by the City of the performance of any work by the Contractor shall not be deemed to be a waiver of any term or condition of this Contract. In no event shall the City's making of any payment to Contractor constitute or be construed as a waiver by the City of any breach of this Contract, or any default which may then exist on the part of Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

21. DEFAULT. In the event the City determines, in its sole discretion, that Contractor has failed or refused to perform any of the obligations set forth in the Contract Documents, or is in breach of any provision of the Contract Documents, the City may give written notice of default to Contractor in the manner specified for this giving of notices in this Contract. Except for emergencies, Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) business days after receipt of written notice. However, if the breach cannot be reasonably cured within such time, Contractor will commence to cure the breach within two (2) days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) days after receipt of such written notice.

## 22. CITY RIGHTS AND REMEDIES.

22.1 Remedies Upon Default. In the event that Contractor fails to cure any default of this Contract within the time period set forth in Section 20, then City may pursue any remedies available under law or equity, including, without limitation, the following: (1) the City may, without terminating the Contract, delete certain portions of the Work, reserving to itself all rights to losses related thereto; (2) the City may, without terminating the Contract, engage others to perform the Work or portion of the Work that has not been performed by the Contractor and withhold the cost thereof to City from future payments to the Contractor, reserving to itself all rights to Losses related thereto; or (3) the City may, without terminating the Contract and reserving to itself all rights to Losses related thereto, suspend all or any portion of this Construction Contract for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Sum or Contract Time, and shall have no liability to Contractor for damages if City directs Contractor to resume Work; (4) the City may terminate all or any part of this Contract for default, reserving to itself all rights of Losses related thereto; or (5) the City may, without terminating the Contract and reserving to itself all rights to Losses related thereto, exercise its rights under the Performance Bond.

22.2 Additional Provisions. All of City's rights and remedies under this Contract are cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as material shall not be construed as implying that other breaches not so designated are not material nor shall such designations be construed as limiting City's right to terminate the Contract, or the exercise of its other rights or remedies for default, to only material breaches. City's determination of whether there has been noncompliance with the Contract so as to warrant exercise by City of its rights and remedies for default under the Contract, shall be binding on all parties. No termination or action taken by City after such termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all liquidated damages and Losses suffered by City.

22.3 Delays by Sureties. Without limitation to any of City's other rights or remedies under the law, City has the right to suspend the performance by Contractor's sureties in the event of any of the following: (1) failure of the sureties to begin Work within a reasonable time in such manner as to insure full compliance with the Contract within the Contract Time; (2) abandonment of the Work; (3) if at any time City is of the opinion the Work is unnecessarily or unreasonably delayed; (4) willful violation of any terms of the Contract; (5) failure to perform according to the Contract Documents; or (6) failure to follow instructions of City for its completion within the Contract Time. City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the performance or any part thereof of the sureties.

22.4 Damages to the City. The City will be entitled to recovery of all Losses under law or equity in the event of Contractor's default under the Contract Documents. In the event that City's Losses arise from Contractor's default under the Contract Documents, City shall be entitled to withhold monies otherwise payable to Contractor until Final Completion, as defined in the General Conditions, of the Project. If City incurs Losses due to Contractor's default, then the amount of Losses shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon Final Completion of the Project. If the Losses incurred by City exceed the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

22.5 Termination of the Contract for Default. Without limitation to any of City's other rights or remedies at law or in equity, and reserving to itself all rights to Losses related thereto, City shall have the right to terminate this Contract, in whole or in part, upon the failure of Contractor to promptly cure any default. City's election to terminate the Contract for default shall be communicated by giving Contractor a written notice of termination in the manner specified for the giving of notices in the Contract. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein.

22.6 Termination Without Cause. City shall have the option, at its sole discretion and without cause, of terminating this Contract in part or in whole by giving thirty (30) days written notice to Contractor. Contractor agrees to accept such sums as allowed under this Section as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind.

22.7 Compensation. Following termination without cause and within forty-five (45) days after receipt of a billing from Contractor seeking payment of sums authorized by this Section, City shall pay to Contractor as its sole compensation for performance of the Work the following: (1) the amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor; (2) reasonable costs of Contractor and its

Subcontractors and Sub-subcontractors for demobilizing and administering the close-out of its participation in the Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) days after receipt of the notice of termination in an amount not to exceed the daily sum payable to Contractor for Compensable Delays; (3) previously unpaid cost of any items delivered to the Project Site which were fabricated for subsequent incorporation in the Work.

22.8 Subcontractors. Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section.

22.9 Contractor's Duties Upon Termination. Upon receipt of a notice of termination for default or for convenience, Contractor shall, unless the notice directs otherwise, do the following: (1) immediately discontinue the Work to the extent specified in the notice; (2) place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued; (3) provide to City a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as City may determine necessary in order to decide whether to accept assignment of or request Contractor to terminate the subcontract, purchase order or contract; (4) promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and (5) hereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

23. CONTRACTOR'S RIGHTS AND REMEDIES. Contractor may terminate this Construction Contract for cause only upon the occurrence of one of the following: (1) the Work is stopped for sixty (60) consecutive days, through no act or fault of Contractor, any subcontractor or any employee or agent of Contractor or any subcontractor, due to issuance of an order of a court or other public authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable; or (2) if the City does not make payment of sums that are not in good faith disputed by the City and does not cure such default within ninety (90) days after receipt of notice from Contractor, then upon an additional thirty (30) days' notice to City, Contractor may terminate the Contract.

23.1 Damages to Contractor. In the event of termination for cause by Contractor, City shall pay Contractor the sums provided for in Section 21 above. Contractor agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

24. NOTICES. Any notices or other communications required or permitted to be given under this Contract shall be given in writing by personal delivery, by a recognized courier service, or by U.S. mail, postage prepaid, and return receipt requested, addressed to the respective parties as follows:

To City:

Assistant Public Works Director - Engineering  
City of Menlo Park  
City Hall, 701 Laurel St.  
Menlo Park, CA 94025

To Contractor:

G. Bortolotto & Company, Inc.  
582 Bragato Road  
San Carlos, CA 94070-6227

25. Notice shall be deemed communicated on the earlier of actual receipt or 48 hours after deposit in the U.S. mail, or the date of delivery shown on deliverer's receipt. In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing within a reasonable period of time.

In addition, copies of all Claims by Contractor under this contract shall be provided to the City Attorney as follows:

To City Attorney:

City Attorney  
Burke, Williams & Sorensen, LLP  
181 Third Street, Suite 200  
San Rafael, CA 94901

All claims shall be delivered personally or sent by certified mail.

26. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Contract, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition. Contractor will take affirmative action to ensure that employees are treated without regard to race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition.

27. **CONTRACT DOCUMENTS AND PRECEDENCE.** The Contract Documents shall consist of the following documents. In case of inconsistencies between Contract Documents, the documents are listed in order of precedence.

28. **PUBLIC WORKS CLAIMS.** This Contract is subject to Public Contracts Code Section 9204 governing contractor claims.

29. **ATTORNEYS' FEES; VENUE.** In the event that any party to this Contract commences any legal action or proceeding to enforce or interpret the provisions of this Contract, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled. The venue for any litigation shall be San Mateo County.

30. **COOPERATION.** In the event any claim or action is brought against the City relating to Contractor's performance or services under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

31. **NUISANCE.** Contractor shall not maintain, commit, nor permit the maintenance or commission of any nuisance in connection with the performance of services under this Contract.

32. GOVERNING LAW. This Contract shall be construed in accordance with and governed by the laws of the State of California.

33. COMPLETE AGREEMENT; SEVERABILITY. This Contract, and any other documents incorporated herein by reference, represent the entire and integrated agreement between the City and Contractor. This Contract supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment duly executed by the parties to this Contract. In case a provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

34. COUNTERPARTS. This Contract may be signed in multiple counterparts, which shall, when executed by all the parties constitute a single binding contract.

SIGNATURES ON NEXT PAGE.

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

**FOR FIRST PARTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nira F. Doherty, City Attorney

\_\_\_\_\_  
Date

**FOR CITY OF MENLO PARK:**

\_\_\_\_\_  
Justin I. C. Murphy, City Manager

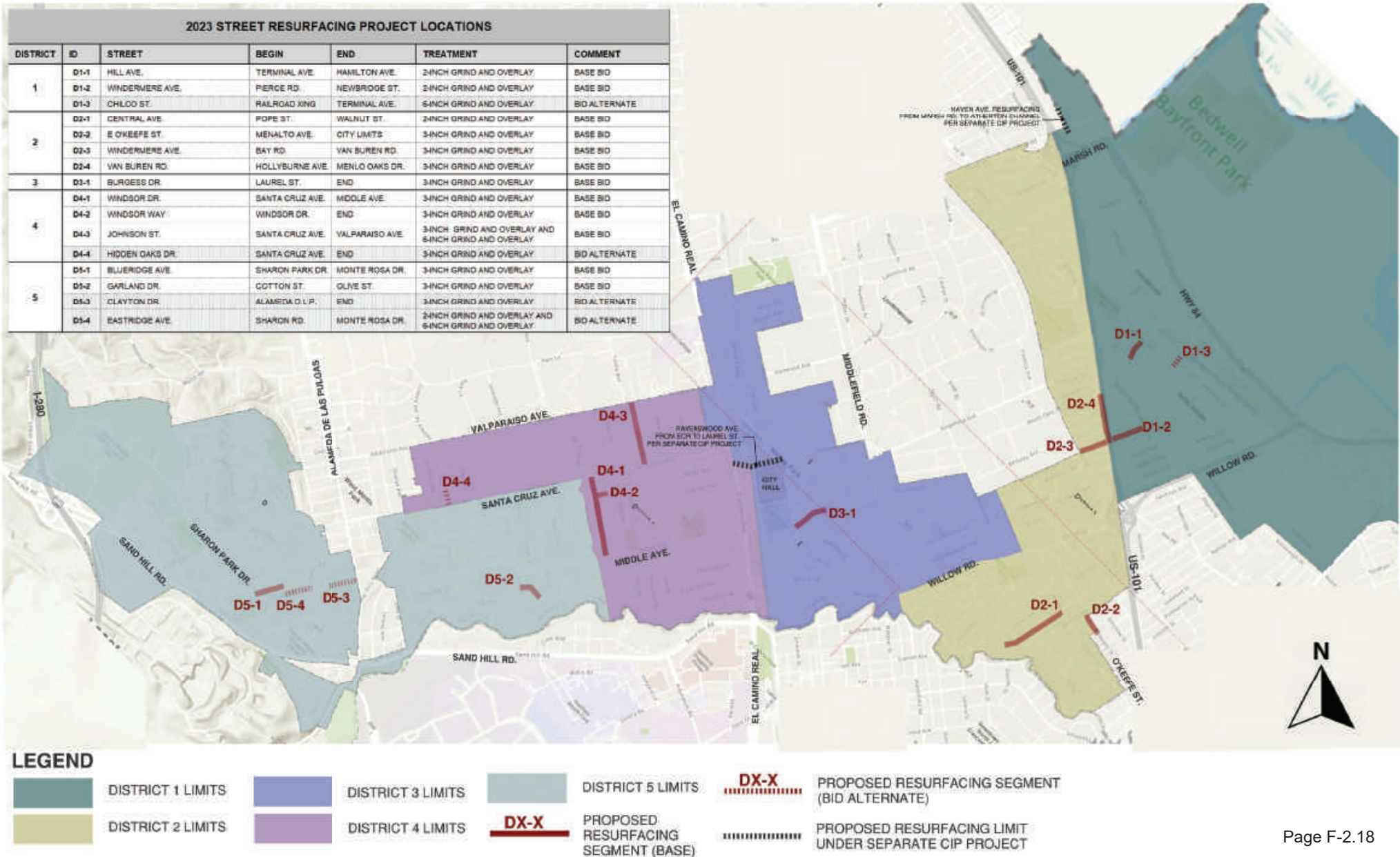
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Date

**ATTEST:**

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

\_\_\_\_\_  
Date

## 2023 STREET RESURFACING PROJECT | SITE MAP







**STAFF REPORT**

**City Council**

**Meeting Date:**

**4/4/2023**

**Staff Report Number:**

**23-086-CC**

**Consent Calendar:**

**Authorize the city manager to execute a service agreement with Caltrain to advance the Middle Avenue Caltrain crossing project**

**Recommendation**

Staff requests that the City Council authorize the city manager to execute a service agreement with Caltrain for \$571,940.60 to conduct critical project development tasks for the Middle Avenue Caltrain crossing project, including selecting the contract delivery method for construction, developing requests for proposals (RFP) for final design and potentially construction, and development of a memorandum of understanding (MOU) for the design and pre-construction services (Attachment A).

**Policy Issues**

The Middle Avenue Caltrain crossing project (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 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 of the corridor.

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 development.)

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 (EIR), and approved the 30 percent project plans.

On January 11, 2022, the City Council adopted resolution 6690 authorizing the city manager to execute a purchase and sale agreement (PSA) 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. The property being purchased by the City is the location of the ramps that connect the tunnel



to Middle Plaza. The city manager executed the agreement May 5, 2022. The City has provided the required \$100,000 deposit into escrow and conducted due diligence activities specified in the PSA. The escrow period is for a maximum of two years, but could conclude earlier if final agreements are received earlier from Caltrain and the California Public Utilities Commission (CPUC).

## Analysis

Staff are pursuing a number of work activities to advance the project, including:

- Adjustment of the 700-800 El Camino Real Planned Development Permit. This is required to reduce the parking provided at 700-800 El Camino Real as a result of removing the parking spaces on the property being purchased by the City. Staff currently anticipate bringing this item to the Planning Commission April 24, with final action by the City Council to follow.
- Approval by the CPUC of the new crossing. This item is on track for completion before the close of escrow for the property purchase.
- Design coordination with Caltrain. Staff have been meeting regularly with Caltrain to discuss design details, construction methods, and the impact of Caltrain electrification on the project. Staff will bring an update to City Council with substantive project updates later this year.

The service agreement (Attachment A) funds three activities to advance project development, including establishing the contract delivery method, developing one or two RFPs for design and construction (in accordance with the selected contract delivery method), and developing a MOU to guide the design and pre-construction services. As a locally sponsored project, Caltrain requires the City to provide all funding for the undercrossing. However, the crossing itself will be constructed by Caltrain. This agreement will help with the transition from City-led activities (planning, environmental clearance and preliminary engineering/design) into Caltrain-led activities (final design and construction).

Selecting a contract delivery method is important for projects that deal with complex systems like an operating railroad. Traditionally, public works projects are contracted using a design-bid-build process. More recently, public agencies have advanced capital projects using alternate contract delivery methods that include: design-build (a single contractor designs and builds the project), contract manager/general contractor (design and construction contracts remain separate, but the construction manager/general contractor (CMGC) is hired early in the process to better coordinate the two phases), and others. These methods can help shift risk and/or provide greater construction cost certainty. In the first task, Caltrain and City staff will participate in a workshop to select the appropriate contract delivery method to move the project forward.

Development of a RFP for final design (or for design and CMGC) is a necessary step to move from the adopted design into full final design and construction. Depending on the selected contract delivery method, there may be one (design) or two (design and CMGC) RFPs developed through the execution of the service agreement.

## Impact on City Resources

The cost of the current service agreement with Caltrain is estimated up to \$571,940.60. The service agreement includes the maximum resources that Caltrain has identified are needed to complete the tasks, including contingency. There may be cost efficiencies at each phase that will be recaptured by the City to fund future phases of work.

The project has received over \$20 million in City and grant funding to support the design and construction of

the undercrossing (Table 1), including federal funding from a member designated project nominated by Representative Eshoo in December 2022 and a third cycle One Bay Area Grant (OBAG-3) in January 2023.

Table 1 – Middle Undercrossing funding plan			
Funding	Source	Amount	Phase
Measure A/W Pedestrian/Bicycle Program	San Mateo County Transportation Authority	\$1,130,000	Design
Middle Plaza development agreement contribution	Private, Stanford University	\$5,000,000	Construction
Transportation impact fees	City of Menlo Park	\$5,658,334	Design and construction
Stanford recreational mitigation grant	Santa Clara County	\$1,000,000	Construction
One Bay Area Grant – Third Cycle (OBAG-3)	Metropolitan Transportation Commission	\$5,000,000	Construction
Federal omnibus budget bill	USDOT	\$4,000,000	Construction
<b>Total</b>		<b>\$21,788,334</b>	

**Environmental Review**

This action is not a project within the meaning of California Environmental Quality Act (CEQA) as it will not directly result in a change to the physical environment.

The overall construction of the Middle Avenue pedestrian and bicycle undercrossing project is within the scope of the El Camino Real and Downtown specific plan EIR, State Clearinghouse No. 2009122048 (Specific Plan EIR), certified by City Council June 5, 2012, consistent with CEQA Guidelines §15168. The City prepared an addendum to the Specific Plan EIR because changes and additions to the document were necessary, but none of the conditions described in §15162 of the CEQA Guidelines calling for the preparation of a subsequent EIR occurred. On January 28, 2020, the City Council certified an addendum to the Specific Plan EIR, which analyzed potential impacts from the implementation of the Middle Avenue pedestrian and bicycle rail crossing project as provided for under §15164 of the 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. Agreement
- B. Adopted preferred concept

Report prepared by:  
Hugh Louch, Assistant Public Works Director – Transportation

BETWEEN  
PENINSULA CORRIDOR JOINT POWERS BOARD  
AND THE CITY OF MENLO PARK  
FOR  
THE MIDDLE AVENUE UNDERCROSSING PROJECT

THIS SERVICE AGREEMENT (“Agreement”) is made and entered into by and between the Peninsula Corridor Joint Powers Board, hereinafter referred to as “PCJPB” or “Caltrain,” and the City of Menlo Park, hereinafter referred to as “City,” as of the last date of signature set forth in the signature blocks.

I. RECITALS

**1. Project Description**

The City of Menlo Park is the project sponsor for a proposed new bicycle and pedestrian undercrossing of the Caltrain right-of-way (“ROW”) near Middle Avenue in Menlo Park. The project would be located near Caltrain mile post 29.15, north of the intersection of El Camino Real and Ravenswood Avenue. The City of Menlo Park is entering into this Agreement with Caltrain.

The City proposes the installation of a pedestrian and bicycle undercrossing near Burgess Drive and Alma Street to facilitate access between the eastern and western sides of the Caltrain ROW, as well as to and from Alma Street and El Camino Real, both of which run parallel to Caltrain tracks in the project area.

**2. Project Background**

On August 27, 2019, the Menlo Park City Council unanimously passed a motion to select Concept 3 as the preferred alternative for the Middle Avenue pedestrian and bicycle rail crossing. Upon selection of Concept 3 as the preferred alternative by the City Council, City staff proceeded, in coordination with Caltrain, with finalizing the environmental studies and the design plans. The environmental study prepared is in the form of an Addendum to the Menlo Park El Camino Real and Downtown Specific Plan Environmental Impact Report. The City Council recertified the environmental document on January 28, 2020. Between approximately March 2020 and November 2021, the City worked to negotiate and purchase a portion of the property at 700-800 El Camino needed for this project, but there was little design advancement due in part to the pandemic.

**3. Caltrain Processes Background**

In February 2020, Caltrain notified the City that the project would not be subject to the then new Rail Corridor Use Policy (RCUP), since Caltrain and the City had already been engaged in significant project development and advancement activities. In a letter sent to the City in May 2020, Caltrain staff documented concerns regarding project delivery and schedule details described in a City staff report, dated January 28, 2020. In this document published by City staff to certify project environmental documents, approve the 30% project plans and authorize the city manager to enter into all necessary

agreements with the PCJPB, staff provided details on the project that had not been agreed to by Caltrain staff, including design-build as the preferred delivery method for the project. Caltrain provided comments on the initial 30% design and identified several resolution items, including relocation of the east side access ramp out of Caltrain ROW.

In June/July 2022, Caltrain again reviewed the City's 30% design and provided additional comments to the City. Issues requiring resolution upon review of the 30% design include relocation of the under-crossing east side access ramp outside of Caltrain ROW, increase of culvert depth, consideration of less-disruptive construction methods than cut and cover to avoid disruption of Caltrain service from removal of electrification cables.

In September 2022, Caltrain and City staff held a meeting to discuss the RCUP and process to request use of Caltrain ROW. At this time, Caltrain shared with the City the interpretation that the February 2020 letter exempting the project from the RCUP process was applicable to the tunnel portion of the project only, and the access ramps would need to be considered under the RCUP process if they were to be located partially within Caltrain ROW.

In November 2022, Caltrain shared educational material on the recommended non-disruptive construction methods (Jack and Bore, Mining, or other methods) and participated in a design workshop with City staff and conceptual design consultant to resolve the remaining design issues mentioned above.

#### **4. Third Party Service Agreement During Post Conceptual Design**

The initial Service Agreement between the City and Caltrain was executed on March 09, 2022 and included coordination with Caltrain staff pertaining to the project's preliminary engineering phase (30% design).

As the third-party project sponsor, the City is required to coordinate with Caltrain staff as the City advances the project from preliminary engineering to final design. The initial Agreement outlined necessary Caltrain participation and technical review of one preferred design (Concept 3).

Discussions between Caltrain and the City regarding contract(s) ownership during the Final Design and Construction phase occurred during the timeframe of the initial Agreement execution. Caltrain explained that serving as lead implementing agency for all grade separation projects between San Francisco and San Jose will leverage Caltrain's existing expertise in these kinds of railroad projects.

Therefore, it is understood, by this Service Agreement, that the City elects to advance the project beyond the Preliminary Engineering/Environmental Clearance phase to develop the design for construction, and that Caltrain will assume the project delivery lead when the Preliminary Engineering/Environmental Clearance phase and its deliverables are completed by the City, and a Memorandum Of Understanding (MOU) will be established that addresses funding, roles and responsibilities, budgets, and schedule for the subsequent phases.

The purpose of this Agreement is for Caltrain to:

- Perform an analysis for Alternative Contract Delivery,
- Provide for the development and execution an MOU, and

- Prepare (a) Request(s) for Proposals (RFPs) for advancing the project beyond the Preliminary Engineering (PE)/Environmental Clearance phase into final design and construction in accordance with the consensus alternative delivery method recommendation.

This Agreement assumes that Caltrain and the City will work to ascertain the most efficient means of completing the project's NEPA Environmental Clearance and CEQA Determination and that the decision will be further defined as part of the scope described in the MOU.

## **II. TERMS OF AGREEMENT**

### **1. Scope of Work**

To support the review and coordination of the City's post conceptual design and to develop and execute the Alternative Contract Delivery Analysis, MOU, and the RFPs, the tasks described in this Scope of Work will be completed by Caltrain under this Agreement. It is assumed that regular coordination and document review meetings will be held between participating parties on an as-needed basis, with up to eight (8) meetings among staff for the City, PCJPB, and SMCTA.

Caltrain will provide a Project Manager who is knowledgeable about the project and Caltrain processes, and will lead the coordination efforts among Caltrain, City and SMCTA staff. The City will provide a Project Manager who is knowledgeable about the project and the City's processes, and will be the main point of contact for PCJPB and the SMCTA.

All tasks include supporting coordination activities for their development, including the preparation of board documents (board resolutions, staff reports, presentations and other administrative tasks required to adopt the recommendation on the optimal delivery method and to finalize the MOU and RFP. This scope of work does not include performing the CEQA/NEPA environmental review processes, procuring environmental permits, or performing 30% to 100% engineering design. These tasks will be performed under the MOU developed through this Agreement.

#### **1.1. Alternative Contract Delivery Analysis**

This analysis will recommend the optimal contract delivery method based on the selected local preferred alternative's unique characteristics and complexities.

- Caltrain, the City, and SMCTA to work collaboratively to evaluate alternative contract delivery methods (Design - Bid - Build, Construction Manager/General Contractor, Progressive Design Build, other) to reach a consensus recommendation on the optimal method based on the selected local preferred alternative's unique characteristics and complexities.
- This Agreement assumes that Caltrain will prepare for and conduct one (1) one-day Project Delivery Assessment Workshop with two (2) analysis focuses: a qualitative analysis and a quantitative analysis.
  - Caltrain will prepare background materials with support of the City, and create the workshop agenda and handout materials necessary to conduct the qualitative and quantitative parts of the workshop. Caltrain, SMCTA and the City to

provide input to various qualitative and quantitative factors involved in the Project Delivery Method analysis.

- Caltrain staff will facilitate the workshop.
- This Agreement assumes that Caltrain will use the Transportation Research Board's TCRP Report 131 "Project Delivery Method Selection Tool for Transit Projects" and Caltrans Modified Quantitative Project Delivery Method Selection, as base template for its evaluation. If the parties agree on proposed delivery method, Caltrain to document the consensus recommendation in an Alternative Project Delivery Decision Report.

### 1.2. Development of a Memorandum of Understanding (MOU)

- Caltrain staff will coordinate with the City and SMCTA for development of standard MOU outline.
- The MOU will define all parties' roles and responsibilities and overall scope of work to be contained in the MOU among the City, SMCTA, and Caltrain.
- Caltrain staff will develop MOU Exhibit A-Work Plan and budget.
- Caltrain will provide on-going coordination activities for MOU Development (ongoing coordination among City, SMCTA, and Caltrain staff; support of staff reports, presentations, budgets, etc.) and supporting materials to facilitate the execution of the MOU.
- Caltrain will facilitate up to three (3) meetings among the City, funding partners, and Caltrain staff to agree on MOU final terms.

### 1.3 Development of Request(s) For Proposals (RFPs)

- Caltrain will develop one or more RFPs for advancing the project beyond the PE/Environmental Clearance phase into final design and construction in accordance with the consensus alternative delivery method recommendation. The scope of work for the draft RFP will vary as necessary based on the selected contract delivery model. Environmental review-related tasks such as CEQA/NEPA environmental review processes, and procuring environmental permits, will be advanced through a separate contract by Caltrain's Environmental On-Call consultants.
- Caltrain will provide draft RFP(s) to the City for its review and will incorporate up to two (2) rounds of the City's comments.
- Caltrain will conduct any additional research required to ensure that advanced design criteria comply with Caltrain's standards.
- Caltrain staff will develop f board documents such as board resolutions, staff reports, Power Point presentations, and other supporting materials to seek authorization of the issuance of the RFP(s) by the PCJPB.
- The RFP(s) will be subject to legal review by Caltrain and City legal counsel.

**2. Project Delivery Process & Schedules**

**2.1 Capital Projects Delivery**

Caltrain has an internal capital projects delivery process that defines distinct phases and periodic check-ins after each project phase. (See Appendix D). This methodology is used as quality control oversight by Caltrain leadership to ensure that projects proceed in alignment with scope, budget, and schedule as approved in the capital budget. The span of this Agreement is included as part of Phase Gate 3.

**2.2 Estimated Milestones**

This information is offered for reference. As project-specific schedules are developed, these check-in points will be identified as milestones in accordance with this process. For this project, initial estimated milestone dates are:

Gate 1 - Project Initiation	Jan 27, 2022
Gate 2 - 15% Development Complete	NA
Gate 3 - 35% Development Complete	June, 2023
Gate 4 - 65% Development Complete	TBD
Gate 5 - 100% Development Complete	TBD
Gate 6 - Substantial Completion	TBD
Gate 7 - Start-Up / Turnover Complete	TBD
Gate 8 - Project Closeout Complete	TBD

As relates to Agreement tasks, the estimated timelines and milestones are included below. These timelines assume concurrence from both Caltrain and City staff for the project’s design revisions, any related supplemental environmental clearance and adoption of the design revisions by Menlo Park City Council. These timelines may be adjusted as circumstances require upon the written agreement of the parties, which shall not be unreasonably withheld.

Expected durations of tasks:

Service Agreement Estimated Timeline	2023										2024					
	Caltrain FY23			FY24												
	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	
<b>Task 1 - Alternative Contract Delivery Analysis</b>																
<b>Task 2 - Development of a Memorandum of Understanding (MOU)</b>																
<b>Task 3 - Development of the RFPs</b>																

### **3. Work Product Review Periods**

The estimated timeline above includes Caltrain and City review periods.

It is anticipated that the City will require up to three (3) weeks to review documents produced by Caltrain. Caltrain will require up to three (3) weeks to incorporate the City's comments into the deliverables.

### **4. Budget, Reporting, and Payment**

As consideration for the services provided by Caltrain under this Agreement, the City will pay the costs for Caltrain's services, as estimated herein. Costs associated with activities described within this Agreement have been estimated based on Caltrain's current understanding of the project to date and information provided by the City. This estimate is not intended to represent final project costs or bid cost. Every effort will be made by all parties to keep the overall project's cost as low as possible while delivering the intended scope and objectives within schedule.

#### **4.1 Progress Reports**

Caltrain will provide the City with quarterly progress reports on expenditures and the City will provide Caltrain with quarterly progress reports on related activities and funding updates.

#### **4.2 Estimated Budget**

The overall estimated budget for this Agreement is **\$571,940.60**, of which \$89,278.60 is included as contingency funds. (See Appendix B).

The estimated budget for Alternative Contract Delivery Analysis is estimated at \$200,172.00. This conservative estimate assumes this task will be completed by an outside consultant from Caltrain's on-call consultant bench, with oversight by Caltrain staff. Prior to initiating this task, should Caltrain determine there is available in-house staff with the appropriate expertise and availability to complete this task, a revised estimate for this task will be provided to the City.

The estimated budget for MOU development is \$32,944.00.

The estimated budget for RFP(s) development assumes that the project will be delivered through the Construction Manager/General Contractor (CMGC) method. The estimated budget for RFP(s) development includes development of an RFP for CMGC (\$156,000) as well as development of an RFP for final design (\$93,546.00). Should CMGC be selected for the contract delivery method, both RFPs would be required. If another delivery method is selected through the Alternative Contract Delivery Analysis, then the estimated budget for RFP(s) development would suffice and a revised estimate for this task would be provided to the City, upon written request.



### 4.3 Caltrain Fully Burdened Unit Cost Rates and Contingency Funds

Caltrain's billing rates are designed to ensure reimbursement of actual costs to Caltrain for provided services on third-party projects.

Caltrain's billing rates include actual salaries and fringe benefit costs, which are billed as direct labor costs. Additionally, Caltrain rates also include indirect labor costs in the form of Internal Cost Allocation Plan (ICAP) rates, which reflect actual overhead costs that are not efficient to charge directly to the project, such as financial services.

Both fringe benefit costs and estimated ICAP rate are updated on a fiscal year (FY) basis. More details on the current rates applied to San Mateo County Transit District ("District") labor including Caltrain, Consultants and Non-labor, in Appendix C.

Contingency provides funds for additional hours. Contingency funds will not be utilized without prior written (via email) authorization from the City. However, the City's authorization for the release of contingency funds will not be unreasonably withheld. See Appendix B for budget details.

It is understood that Caltrain may submit a written request to the City for annual labor rate update, no later than 30 days before the start of the succeeding fiscal year, to be effective the first day of the subsequent fiscal year, or the date of Caltrain's request, whichever date is later. Caltrain may also submit a written request to City for labor rate changes upon staff changes. Increases in future negotiated fully burdened billing rates, if requested, shall be limited to an annually negotiated, not-to-exceed percentage, according to the Construction Cost Index from the Engineering News Record for the San Francisco Bay Area. Caltrain's requests for new rates shall be subject to approval by the City, which approval shall not be unreasonably withheld.

### 4.4 Invoices

The PCJPB will invoice the City for work performed under this Agreement quarterly in arrears. Payment by the City is due 30 days following the date of each invoice.

The City may elect to apply any remaining, un-used budget from previous agreements related to Middle Avenue Undercrossing Project, to the balance due for this SA budget.

## **5. Term of Agreement**

It is understood by all parties that this Agreement will terminate on **June 30, 2024**, unless it is mutually agreed upon by both Caltrain (e.g. Capital Delivery PM) and the City (e.g. Public Works Director) to extend the duration of this Agreement.

## **6. Governing Law**

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of California.

## **7. Amendments**

This Agreement may be amended at any time and from time to time, provided such amendments are in writing and executed by the Parties.

**8. Entire Agreement**

This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes any prior oral or written understanding on the same subject.

IN WITNESS WHEREOF, PCJPB and the City execute this Agreement as follows with the intent to be legally bound:

PENINSULA CORRIDOR  
JOINT POWERS BOARD

CITY OF MENLO PARK

By:

By:

\_\_\_\_\_  
Michelle Bouchard  
Executive Director

\_\_\_\_\_  
Justin Murphy  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
James C. Harrison  
General Counsel

\_\_\_\_\_  
Nira Doherty  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Appendix A - Middle Avenue Undercrossing – Project Drawings**

## Appendix B – Middle Avenue Undercrossing Service Agreement Tasks Budget

Caltrain Fully Burdened Unit Cost Rates (FY23)	Position	Staff Name	Task 1 Alternative Contract Delivery Analysis		Task 2 MOU Development		Task 3 RFPs Development		Totals	
			Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
\$ 211.00	Deputy Chief, Design and Construction	Robert Barnard	0	\$ -	0	\$ -	4	\$ 844	4	\$ 844
Project Delivery										
\$ 297.00	Director, Capital Program Delivery	Andy Robbins	12	\$ 3,564	16	\$ 4,752	40	\$ 11,880	68	\$ 20,196
\$ 139.00	Senior Project Manager	Arul Edwin	16	\$ 2,224	44	\$ 6,116	248	\$ 34,472	308	\$ 42,812
Infrastructure Engineering										
\$ 158.00	Senior Structural Engineer	TBD	0	\$ -	6	\$ 948	8	\$ 1,264	14	\$ 2,212
\$ 198.00	Engineering Director	Zouheir Farah	16	\$ 3,168	22	\$ 4,356	40	\$ 7,920	78	\$ 15,444
\$ 174.00	Engineering Infrastructure Manager	Bin Zhang	14	\$ 2,436	18	\$ 3,132	36	\$ 6,264	68	\$ 11,832
\$ 127.00	Senior Track Engineer	TBD	0	\$ -	0	\$ -	0	\$ -	0	\$ -
\$ 185.00	Resident Engineer	N/A	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Procurement and Contracts										
\$ 200.00	District Temp/Annuitant	Patrick May	0	\$ -	0	\$ -	70	\$ 14,000	70	\$ 14,000
\$ 169.00	Procurement Manager	Alice Cho	0	\$ -	0	\$ -	16	\$ 2,704	16	\$ 2,704
\$ 169.00	Dir. Contracts and Procurement	Kevin Yin	0	\$ -	0	\$ -	8	\$ 1,352	8	\$ 1,352
Planning										
\$ 203.00	Deputy Chief, Planning	Dahlia Chazan	0	\$ -	2	\$ 406	2	\$ 406	4	\$ 812
\$ 135.00	Deputy Director, Capital Planning	Nicole Soultanov	4	\$ 540	16	\$ 2,160	10	\$ 1,350	30	\$ 4,050
\$ 260.00	Capital Planning Support	Dennis Kearney	4	\$ 1,040	16	\$ 4,160	10	\$ 2,600	30	\$ 7,800
\$ 122.00	Principal Planner, Access Planning	Dan Provence	0	\$ -	2	\$ 244	6	\$ 732	8	\$ 976
Environmental Planning										
\$ 159.00	Dep Director, Prg Management & Env Comp	Hilda Lafebre	0	\$ -	8	\$ 1,272	6	\$ 954	14	\$ 2,226
\$ 123.00	Cap Projects & Env. Pl, Manager	Bonny Oconnor	0	\$ -	8	\$ 984	6	\$ 738	14	\$ 1,722
\$ 189.00	Environmental Planning Support	Jonathan Carey	0	\$ -	4	\$ 756	4	\$ 756	8	\$ 1,512
Legal Counsel										
\$ 413.00	Legal Counsel	TBD	0	\$ -	6	\$ 2,478	10	\$ 4,130	16	\$ 6,608
G&CA										
\$ 100.00	Government Affairs Acting Manager	Lori Low	0	\$ -	8	\$ 800	8	\$ 800	16	\$ 1,600
\$ 95.00	Government Affairs Officer	TBD	0	\$ -	4	\$ 380	4	\$ 380	8	\$ 760
<b>Subtotal</b>			<b>66</b>	<b>\$ 12,972</b>	<b>180</b>	<b>\$ 32,944.00</b>	<b>536</b>	<b>\$ 93,546.00</b>	<b>782</b>	<b>\$ 139,462.00</b>
Contingency/Additional Costs										
30%	Contingency			\$ 3,891.60		\$ 9,883.20		\$ 28,063.80		\$ 41,838.60
	RFP Contingency			\$ -		\$ -		\$ 47,440.00		\$ 47,440.00
	Consultant Costs*			\$ 187,200		\$ -		\$ 156,000.00		\$ 343,200.00
<b>Subtotal adjusted</b>				<b>\$ 204,063.60</b>		<b>\$ 42,827.20</b>		<b>\$ 325,049.80</b>	<b>768</b>	<b>\$ 432,478.60</b>
<b>Total Including Contingencies</b>										<b>\$ 571,940.60</b>

\*Estimated consultant costs include 4% Caltrain mark-up

1. These FB Unit Cost Rates are offered as placeholders. They may or may not be updated prior to this Agreement getting executed.

## Appendix C – Caltrain Fully Burdened Unit Cost Rates, 2023

### **Caltrain Fully Burdened Unit Cost Rates – 2023**

Effective July 1, 2022 these rates should be applied to District labor, Consultants and Non-Labor for purposes of external agreements with the District. Rates will be updated annually, and the District reserves the right to update rates a maximum of one time during the year, if warranted. The District will communicate all such changes in writing.

		<b>Onsite Consultant</b>	<b>Non-Labor Items</b>	<b>Employee</b>
Unit Cost		\$1.00	\$1.00	\$1.00
Applied fringe rate	63.55%	0.00	0.00	0.64
<b>Total Direct Cost</b>		<b>\$1.00</b>	<b>\$1.00</b>	<b>\$1.64</b>
Applied ICAP Rate	3.22%	0.03	0.03	0.05
<b>Fully Burden Rate</b>		<b>\$1.03</b>	<b>\$1.03</b>	<b>\$1.69</b>

The San Mateo County Transit District (District) provides motorbus, paratransit and shuttle service in San Mateo County. The District also administers and manages the day-to-day operations of the Peninsula Corridor Joint Powers Board (PCJPB)/Caltrain; San Mateo County Transportation Authority (TA); and San Mateo County Express Lane Joint Powers Authority (JPA). The District uses cost allocation and rate setting methodologies to assign and recover costs incurred by providing services shared by all agencies.

#### **Fully Burdened Rate for Onsite Consultants and Non-Labor Items: Unit Cost + ICAP**

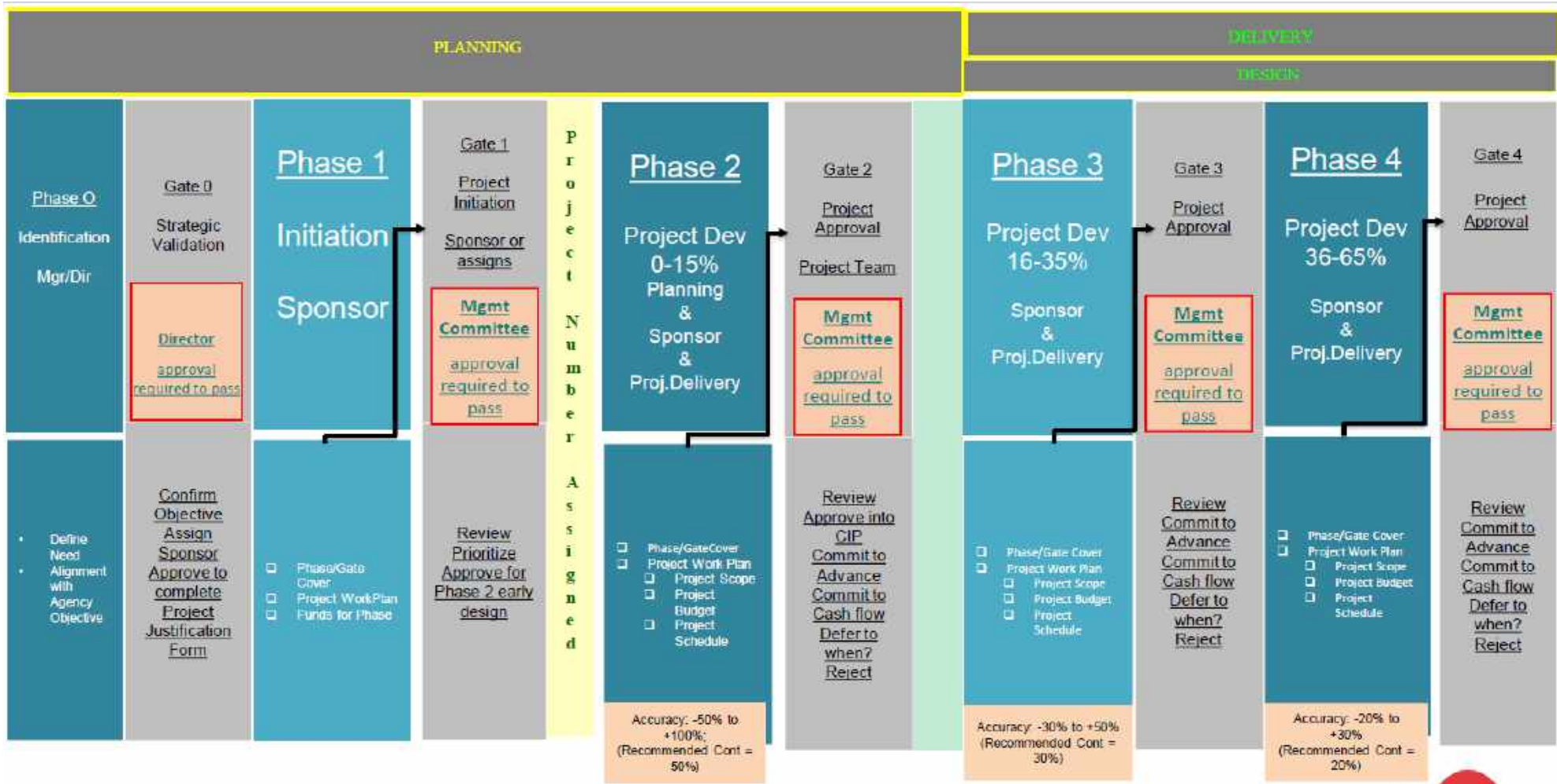
**Agency Indirect Costs (AIA):** Onsite consultants and non-labor items are “grossed up” to add in Agency Indirect Costs (AIA) and Capital Overhead. Taken together, these components are referred to as the Internal Cost Allocation Plan Rate, which is supported by an audited Internal Cost Allocation Plan (ICAP) using statistics appropriate to the costs allocated. AIA costs benefit all agencies and include staff in support departments such as Human Resources, Information Technology and Telecommunications, Treasury, Accounting and Budgets, Security, Facilities Maintenance and Contracts & Procurement. All staff time devoted to shared service activities are recorded to the AIA project category within the accounting system. Annually, AIA costs are allocated to the appropriate benefiting agencies through the ICAP.

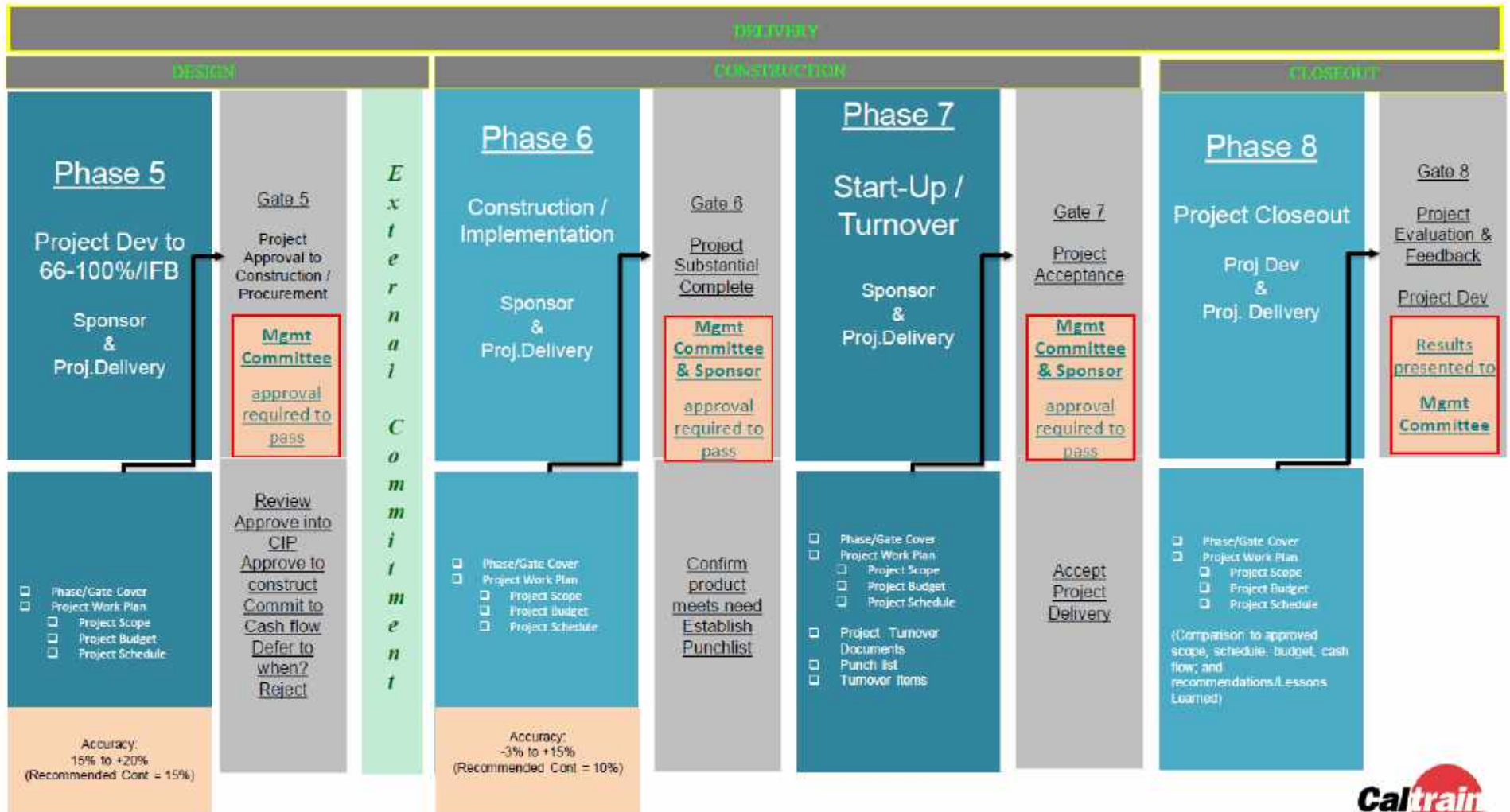
**Capital Overhead:** Capital costs associated with pooled support costs that cannot be directly attributed to a specific capital project, including labor and non-labor costs specific to each agency’s capital projects, are recorded to the Capital Overhead project within the accounting system. A rate is used to charge for the three categories of costs. The rates are calculated and updated on an annual basis.

#### **Fully Burdened Rate for Employees: Unit Cost + ICAP + Fringe Benefits**

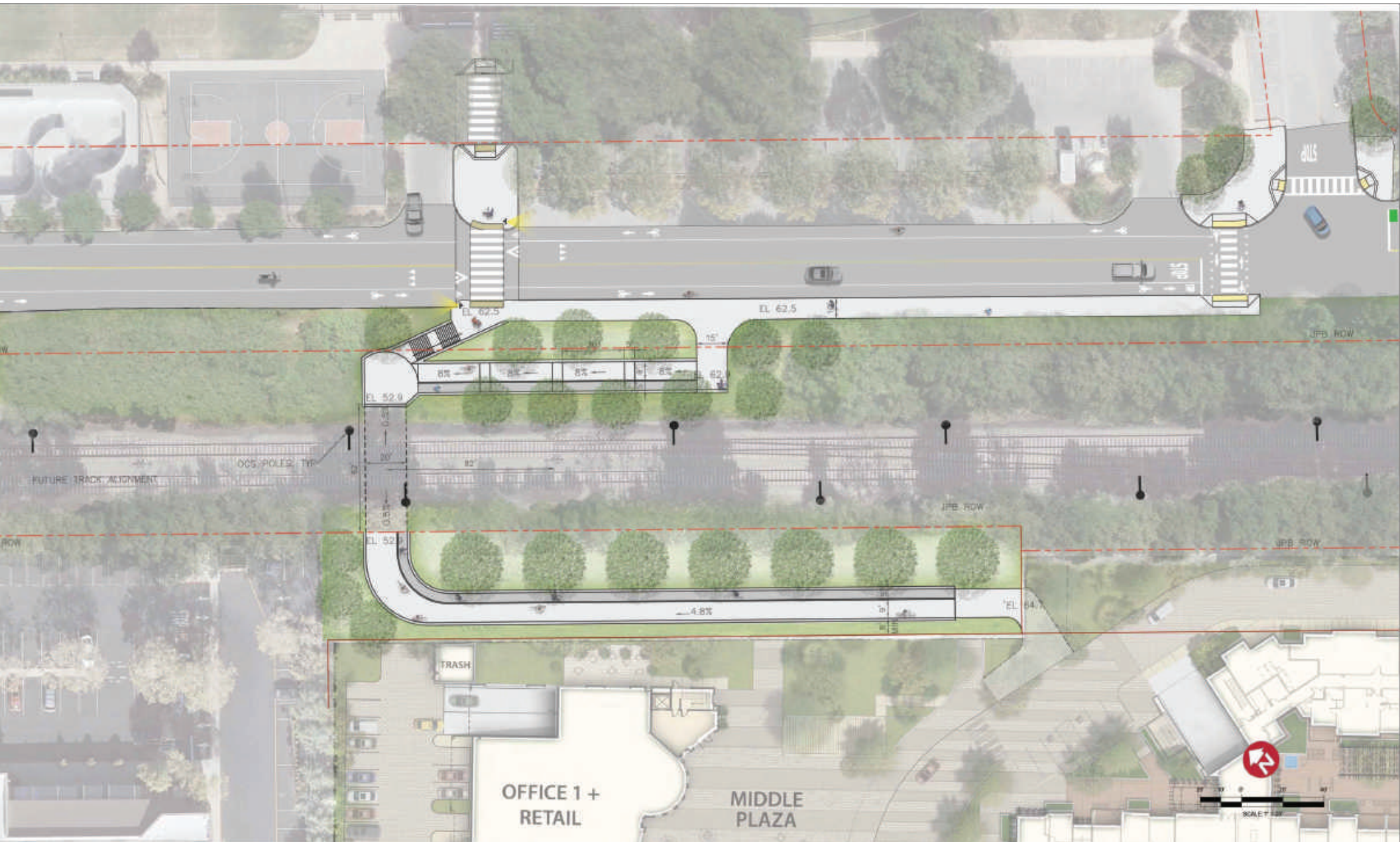
The fully burdened rate for employee includes the ICAP rate shown above, and also includes Employee Fringe Benefits. Fringe benefits cover costs associated with payroll taxes, pension plan contributions, group insurance premiums (medical, dental, vision coverages), life insurance, long-term disability, unemployment insurance, and paid time off (PTO). These costs are initially paid by the District and charged to benefiting agencies through the application of a fringe benefit rate.

## Appendix D - Caltrain Phase/Gate Process













**STAFF REPORT**

**City Council**

**Meeting Date:**

**4/4/2023**

**Staff Report Number:**

**23-097-CC**

**Public Hearing:**

**Consider an appeal of the Planning Commission approval of a use permit to demolish an existing single-story, single-family residence and construct a new two-story residence with an attached garage on a substandard lot at 440 University Drive and determine this action is categorically exempt under CEQA Guidelines §15303's Class 3 exemption for new construction or conversion of small structures**

**Recommendation**

Staff recommends that the City Council adopt a resolution denying the appeal and upholding the Planning Commission's approval of a use permit to demolish an existing one-story, single-family residence and construct a new two-story residence with an attached garage on a substandard lot with regard to minimum lot width and area in the R-1-U (Single Family Urban Residential) zoning district located at 440 University Drive. The draft resolution is included as Attachment A.

**Policy Issues**

Each use permit request is considered individually. The City Council should consider whether the required use permit findings can be made for the proposal.

**Background**

Project description

The subject property is located on the northeastern side of University Drive, between Middle Avenue and College Avenue in the Allied Arts neighborhood. The subject lot and all neighboring properties are located in the R-1-U (Single Family Urban Residential) zoning district. A location map is included as Attachment B. This block of University Drive features many one-story homes in the ranch and Spanish architectural styles, but several properties have been redeveloped with newer two-story homes with primarily craftsman architectural styles.

The applicant is proposing to demolish the existing one-story, single-family residence and construct a new two-story, single-family residence with an attached accessory dwelling unit (ADU). The ADU is not subject to discretionary review. A data table summarizing parcel and project characteristics is included in Attachment C. The project plans and project description letter are included in Attachment A as Exhibits A and B, respectively.

The proposed residence would be a three-bedroom, three-and-one-half bathroom home. The attached ADU would also be located on the first floor. The required parking for the primary dwelling would be provided by an attached, front-loading, two-car garage. The proposed residence would meet all Zoning Ordinance

requirements for setbacks, lot coverage, floor area limit (FAL), daylight plane, parking and height.

The proposed residence would exceed the setback requirements on all sides as shown in the data table (Attachment C). The proposed second story would be stepped back from the first story on the front and right side, and a portion of the left side. The second story would be stepped back to 26 feet, two inches on the front, approximately nine feet, three inches on the right side, and to approximately 12 feet, two inches along the front two-thirds of the left side.

#### Planning Commission review

On February 6, 2023, the Planning Commission reviewed the project. There was one public commenter (appellant) who expressed her opposition to the project. The Planning Commission discussed whether a shade study had been conducted for the project and if the applicant was willing to include obscured glass in the stairwell window to increase privacy. After considering public comments on the proposal, the Planning Commission approved the project with a condition to include obscured glass in the stairwell window, 4-0-2, with two commissioners abstaining. A hyperlink to the staff report from the February 6, 2023 Planning Commission meeting is included as Attachment C. The Planning Commission Resolution, including conditions of approval, is included as Attachment D, and draft minutes from the February 6, 2023 meeting are included as Attachment E.

### **Analysis**

#### Appeal of the Planning Commission action

On February 17, 2023, the City received an appeal of the Planning Commission's approval of the use permit. The appeal was submitted by Elizabeth Houck, a resident of Menlo Park. A portion of Ms. Houck's side property line (883 Middle Avenue) abuts the subject property's rear property line. The appellant provided written comments prior to the hearing and verbal testimony that was considered by the Planning Commission at the public hearing. The appeal letter (Attachment F) outlines several points which are discussed below. The concerns outlined in the letter are similar to the concerns raised at the Planning Commission hearing. The points included in the appeal letter (*in italics*) and staff's response are summarized below:

a. *Information presented by both staff and the builder were factually incorrect.*

The area plan (Sheet AP1 of the plans), which shows the subject lot and the surrounding properties for context, appears to have an error and does not show an accessory building in the rear of the appellant's house. The location of the building appears to be directly behind the main residence and not in the southeast corner of the appellant's property (nearest to the subject property). The applicant has updated the area plan in the plan set (Attachment A, Exhibit A) to include the accessory building, which is located approximately 64 feet away from the proposed residence. Aside from this correction, staff believes that the information presented in the staff report and in the plan set is accurate.

b. *The residence will block current and future solar access.*

The proposed residence complies with all height limits, setbacks, and daylight plane requirements intended to maintain solar access. The location of the proposed second story would not cause any unique impacts to solar access.

c. *There is an opportunity to move the house two feet closer to the street.*

While the living space of the proposed residence is proposed approximately one foot, eight inches from the required 20-foot front setback line, there is a covered porch in the front of the residence which is proposed only two inches from the front setback line. Moving the residence forward two feet would render the porch

nonconforming, and the residence would need to be redesigned to comply with the required front setback.

d. *The Planning Commission should have required the applicant to provide taller landscaping than their current plans to screen the proposed residence.*

The proposed project includes a planting plan which indicates one crape myrtle tree to be planted in the northwest corner of the property to screen the proposed house from the appellant's property. Other existing trees are proposed to remain on the subject property. Screening hedges are limited to seven feet in height, and additional tree plantings may conflict with existing trees.

e. *The second story should be moved five to eight feet further from the rear property line.*

The second story is located 10 inches from the minimum 20-foot rear setback line and toward the right side of the subject property (away from the appellant's residence). There does not appear to be any buildings in the southeast corner of the appellant's property, and therefore, the location of the proposed second story would not cause any unique impacts to privacy.

f. *The approval was not unanimous.*

Two Planning Commissioners abstained from voting, however, the project received unanimous approval from the voting Commissioners. Furthermore, project approval does not need to be unanimous, but they require a majority of the Commissioners present and voting, in this case four votes.

g. *Thomas James Homes is in financial peril and there needs to be accountability for the construction timeline and not let the property go fallow.*

The City does not speculate on the financial situation of private businesses. Should the use permit be granted, the permit is valid for a period of one year, unless an extension is approved or a complete building permit application has been submitted. Once a building permit has been filed and/or issued, progress is needed in order to remain active and valid.

h. *The ADU is a square footage grab and a separate entrance is required.*

ADUs are allowed to exceed the maximum floor area limit by up to 800 square feet per the City's Zoning Ordinance and required by State Law. The ADU has a separate exterior entrance shown on the floor plans (Sheet A.4). ADUs are allowed to have interior access to the main residence, provided the door has a double-locking mechanism, which is also noted on the floor plan.

#### City Council options on the appeal

Per §16.86.040 of the zoning ordinance, the City Council may affirm, reverse, or modify the decision of the Planning Commission. To reverse or modify the Planning Commission's decision shall require the affirmative vote of three-fifths of the City Council (or three City Councilmembers.) If the City Council does not take any action on the appeal, the Planning Commission's action shall be deemed affirmed. The City Council's action would be considered final and the decision may not be appealed.

#### Correspondence

Staff has not received any additional items of correspondence on this item as of publication of the staff report.

#### Conclusion

Staff believes that the design, scale, and materials of the proposed residence are generally compatible with the surrounding neighborhood. Staff believes the proposed residence would not create an undue burden on the appellant's property and would not be detrimental to the health, safety, morals, comfort, and general welfare of the neighborhood. Staff recommends that the City Council deny the appeal and uphold the

Planning Commission's approval of the proposed project.

### **Impact on City Resources**

Appeals of Planning Commission decisions on someone else's project by Menlo Park residents are subject to a flat-rate fee of \$110 and are not subject to cost recovery fees.

### **Environmental Review**

The project is categorically exempt under Class 3 (§15303, "New Construction or Conversion of Small Structures") of the current 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. Public notification also consisted of publishing a notice in the local newspaper and notification by mail of owners and occupants within a 300-foot radius of the subject property.

### **Attachments**

- A. Draft City Council resolution denying the appeal and upholding the Planning Commission's approval of the project Use Permit  
Exhibits to Attachment A:
  - A. Project plans
  - B. Project description letter
  - C. Conditions of approval
- B. Location map
- C. Hyperlink – February 6, 2023 Planning Commission staff report:  
[menlopark.gov/files/sharedassets/public/agendas-and-minutes/planning-commission/2023-meetings/agendas/20230206-planning-commission-agenda-packet-compressed-1.pdf#page=250](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/planning-commission/2023-meetings/agendas/20230206-planning-commission-agenda-packet-compressed-1.pdf#page=250)
- D. Planning Commission resolution
- E. Draft February 6, 2023 Planning Commission meeting minutes
- F. Appeal letter – February 17, 2023

Report prepared by:  
Chris Turner, Associate Planner

Report reviewed by:  
Corinna Sandmeier, Principal Planner  
Deanna Chow, Assistant Community Development Director

**RESOLUTION NO. XXXX****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK DENYING AN APPEAL AND UPHOLDING THE PLANNING COMMISSION APPROVAL OF A USE PERMIT FOR THE DEMOLITION OF AN EXISTING ONE-STORY, SINGLE-FAMILY RESIDENCE AND CONSTRUCTION OF A NEW TWO-STORY, SINGLE-FAMILY RESIDENCE ON A SUBSTANDARD LOT WITH REGARD TO MINIMUM LOT WIDTH AND AREA IN THE R-1-U (SINGLE FAMILY URBAN RESIDENTIAL) ZONING DISTRICT LOCATED AT 440 UNIVERSITY DRIVE**

WHEREAS, the City of Menlo Park (“City”) received an application requesting to demolish an existing one-story, single-family residence, and construct a new two-story residence on a substandard lot with regard to minimum lot width and area in the Single Family Urban Residential (R-1-U) zoning district (the “Project”) from Thomas James Homes (“Owner” and “Applicant”) located at 440 University Drive (APN 071-403-280) (“Property”). The Project use permit is depicted in and subject to the development plans and project description letter which are attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein by this reference; and

WHEREAS, the Property is located in the Single Family Urban Residential (R-1-U) district. The R-1-U district supports single-family residential uses; and

WHEREAS, the proposed Project complies with all objective standards of the R-1-U district; and

WHEREAS, the proposed Project was reviewed by the Engineering Division and found to be in compliance with City standards; and

WHEREAS, the Applicant submitted an arborist report prepared by California Tree and Landscaping Consulting, Inc. which was reviewed by the City Arborist and found to be in compliance with the Heritage Tree Ordinance and proposes mitigation measures to adequately protect heritage trees in the vicinity of the project; and

WHEREAS, the Project, requires discretionary actions by the City as summarized above, and therefore the California Environmental Quality Act (“CEQA,” Public Resources Code Section §21000 et seq.) and CEQA Guidelines (Cal. Code of Regulations, Title 14, §15000 et seq.) require analysis and a determination regarding the Project’s environmental impacts; and

WHEREAS, the City is the lead agency, as defined by CEQA and the CEQA Guidelines, and is therefore responsible for the preparation, consideration, certification, and approval of environmental documents for the Project; and

WHEREAS, the Project is categorically except from environmental review pursuant to Cal. Code of Regulations, Title 14, §15303 et seq. (New Construction or Conversion of Small Structures); and

WHEREAS, all required public notices and public hearings were duly given and held according to law; and

WHEREAS, at a duly and properly noticed public hearing held on February 6, 2023, the Planning Commission fully reviewed, considered, and evaluated the whole of the record including all public

and written comments, pertinent information, documents and plans, prior to taking action regarding the Project; and

WHEREAS, the Planning Commission made use permit findings and approved the use permit for the proposed residence and conditioned the project to include obscured glass in the stair well window to increase privacy; and

WHEREAS, the project was appealed to the City Council by the owner of 883 Middle Avenue with the 15-day appeal period; and

WHEREAS, at a duly and properly noticed public hearing held on April 4, 2023, the City Council fully reviewed, considered, and evaluated the whole of the record including all public and written comments, pertinent information, documents and plans, prior to taking action regarding the Project;

NOW, THEREFORE, THE MENLO PARK CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

**Section 1. Recitals.** The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, public testimony, and other materials and evidence submitted or provided, and the City Council finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

**Section 2. Denial of Appeal.** The City Council hereby denies Appeal No. \_\_\_\_\_ (appeal of Elizabeth Houck), upholds the Planning Commission Actions, and approves the use permit, for the 440 University Avenue development project based on the following findings:

1. The grounds upon which the appellant has submitted its appeal of the Planning Commission Actions are not a basis to reverse the Planning Commission Actions and deny the project:

a. *Information presented by both staff and the builder were factually incorrect.*

The area plan(Sheet AP1 of the plans), which shows the subject lot and the surrounding properties for context, appears to have an error and does not show an accessory building in the rear of the appellant's house. The location of the building appears to be directly behind the main residence and not in the southeast corner of the appellant's property (nearest to the subject property). The applicant has updated the area plan in the plan set (Attachment A Exhibit A) to include the accessory building, which is located approximately 64 feet away from the proposed residence. Aside from this correction, staff believes that the information presented in the staff report and in the plan set is accurate.

b. *The residence will block current and future solar access.*

The proposed residence complies with all height limits, setbacks, and daylight plane requirements intended to maintain solar access. The location of the proposed second story would not cause any unique impacts to solar access.

c. *There is an opportunity to move the house two feet closer to the street.*

While the living space of the proposed residence is proposed approximately one foot, eight inches from the required 20-foot front setback line, there is a covered porch in the front of the residence which is proposed only two inches from the front setback line. Moving the residence forward two feet would render the porch nonconforming, and the residence would need to be redesigned to comply with the required front setback.

d. *The Planning Commission should have required the applicant to provide taller landscaping than their current plans to screen the proposed residence.*

The proposed project includes a planting plan which indicates one crape myrtle tree to be planted in the northwest corner of the property to screen the proposed house from the appellant's property. Other existing trees are proposed to remain on the subject property. Screening hedges are limited to seven feet in height, and additional tree plantings may conflict with existing trees.

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f. *The approval was not unanimous.*

Two Planning Commissioners abstained from voting, however, the project received unanimous approval from the voting Commissioners. Furthermore, project approval does not need to be unanimous, but they require a majority of the Commissioners present and voting, in this case four votes.

g. *Thomas James Homes is in financial peril and there needs to be accountability for the construction timeline and not let the property go fallow.*

The City does not speculate on the financial situation of private businesses. Should the use permit be granted, the permit is valid for a period of one year, unless an extension is approved or a complete building permit application has been submitted. Once a building permit has been filed and/or issued, progress is needed in order to remain active and valid.

h. *The ADU is a square footage grab and a separate entrance is required.*

ADUs are allowed to exceed the maximum floor area limit by up to 800 square feet per the City's Zoning Ordinance and required by State Law. The ADU has a separate exterior entrance shown on the floor plans (Sheet A.4). ADUs are allowed to have interior access to the main residence, provided the door has a double-locking mechanism, which is also noted on the floor plan.

**Section 3. Conditional Use Permit Findings.** The City Council of the City of Menlo Park does hereby make the following Findings:

The denial of the appeal and approval of the use permit for the construction of new two-story residence on a substandard lot is granted based on the following findings which are made pursuant to Menlo Park Municipal Code Section 16.82.030:

1. That the establishment, maintenance, or operation of the use applied for will, under the circumstance of the particular case, not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing in the neighborhood of such proposed use, or injurious or detrimental to property and improvements in the neighborhood or the general welfare of the city because:
  - a. Consideration and due regard were given to the nature and condition of all adjacent uses and structures, and to general plans for the area in question and surrounding areas, and impact of the application hereon; in that, the proposed use permit is consistent with the R-1-U zoning district and the General Plan because two-story residences are allowed to be constructed on substandard lots subject to granting of a use permit provided that the proposed residence conforms to applicable zoning standards, including, but not limited to, minimum setbacks, maximum floor area limit, and maximum building coverage.
  - b. The proposed residence would include the required number of off-street parking spaces because one covered and one uncovered parking space would be required at a minimum,

and two covered parking spaces are provided.

**Section 4. Conditional Use Permit.** The City Council denies the appeal and upholds the Planning Commission approval of Use Permit No. PLN2022-00050, which use permit is depicted in and subject to the development plans and project description letter, which are attached hereto and incorporated herein by this reference as Exhibit A and Exhibit B, respectively. The Use Permit is conditioned in conformance with the conditions attached hereto and incorporated herein by this reference as Exhibit C.

**Section 5. Environmental review.** The City Council makes the following findings, based on its independent judgment after considering the Project, and having reviewed and taken into consideration all written and oral information submitted in this matter:

- A. The Project is categorically except from environmental review pursuant to Cal. Code of Regulations, Title 14, §15303 et seq. (New Construction or Conversion of Small Structures)

**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, shall continue in full force and effect unless amended or modified by the City.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the fourth day of April, 2023, 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 April, 2023.

---

Judi A. Herren, City Clerk

Exhibits:

- A. Project plans
- B. Project description letter
- C. Conditions of approval



PLANNING SUBMITTAL FOR:

# 440 University Dr.

MENLO PARK, CA



**VICINITY MAP:**



NOT TO SCALE

**PROJECT TEAM INFO:**

**Developer**  
**Thomas James Homes**  
 255 Shoreline Dr. Suite 428  
 Redwood City, CA 94065  
 Tel: (408) 402-3024

**Architect**  
**Dahlin Group**  
 5865 Owens Drive  
 Pleasanton, CA 94588  
 Tel: (925) 251-7200  
 Contact: Jaime Matheron  
 jaime.matheron@dahlingroup.com

**Landscape**  
**Van Dorn Abed Landscape Architects, Inc.**  
 81 14th Street,  
 San Francisco, CA 94103  
 Tel: (415) 864-1921  
 Contact: Hoanglan Nguyen  
 hoanglan@valainc.com

**DEVELOPMENT SUMMARY**

LOCATION	440 UNIVERSITY DR.		
ASSESSOR'S PARCEL NUMBER	071-403-280		
PARCEL AREA - GROSS	5,200 SQ. FT.	0.12 AC	
ZONING DESIGNATION	R-1-U		
OCCUPANCY GROUP	R-3		
CONSTRUCTION TYPE	V-8		
MAX. FLOOR AREA LIMIT	2,800.00 SQ. FT.	PROPOSED FLOOR AREA LIMIT	2755.84 SQ. FT.
		FAL (INCLUDING ADU EXCEEDANCE)	3033.12 SQ. FT.
MAX. BUILDING COVERAGE (5,200/.35)	1,820.00 SQ. FT.	PROPOSED BUILDING COVERAGE (INCLUDING ADU EXCEEDANCE)	1,778.84 SQ. FT.
MAX. BUILDING HEIGHT	28'	PROPOSED BUILDING HEIGHT	28'-3 1/2" FROM ANG
<b>REQUIRED SETBACKS</b>		<b>PROPOSED SETBACKS</b>	
FRONT - STREET (FT)	20'	FRONT - STREET (FT)	21'-8"
FRONT - STREET - AT GARAGE (FT)	20'	FRONT - STREET - AT GARAGE (FT)	24'-8"
SIDE (FT)	5'-3"	SIDE - RIGHT (FT)	5'-4 1/2"
REAR (FT)	20'	SIDE - LEFT (FT)	8'-1 1/2"
		REAR (FT)	20'-10"

**PARKING REQUIRED:**  
 2 TOTAL SPACES  
 MIN. GARAGE DIMENSIONS: 10' X 20' PER SPACE

**EXISTING USE:** ONE SINGLE FAMILY DETACHED RESIDENCE OF TO BE DEMOLISHED.

**PROPOSED USE:** ONE NEW SINGLE FAMILY DETACHED RESIDENCE OF 3033.12 SQ. FT.

**CODES AND REGULATIONS GOVERNING THE PROJECT:** CURRENT 2022 CALIFORNIA CODES

**SHEET INDEX:**

- ARCHITECTURAL:**  
 A.0 TITLE SHEET  
 A.1 SITE AERIAL & PHOTOS  
 AP1 AREA PLAN  
 A.3 SITE PLAN  
 A.4 FLOOR PLANS  
 A.5 ROOF PLAN  
 A.6 FLOOR AREA DIAGRAMS  
 A.7 ELEVATIONS  
 A.8 ELEVATIONS  
 A.9 SECTIONS  
 A.10 COLORS & MATERIALS  
 RENDERING & COLOR BOARD

- AS-BUILTS:**  
 1 FLOOR PLAN  
 2 ROOF PLAN  
 3 EXTERIOR ELEVATIONS

- CIVIL:**  
 TO1 TOPOGRAPHIC SURVEY

- LANDSCAPE:**  
 L1.1 CALLOUT/ LAYOUT PLAN  
 L1.2 CONSTRUCTION DETAILS  
 L2.1 IRRIGATION NOTES & WELO CHECKLIST  
 L3.1 PLANTING PLAN & LEGEND  
 L3.2 PLANTING DETAILS  
 L3.3 TREE PROTECTION PLAN & NOTES

**FRONTAGE IMPROVEMENTS**

ALL EXISTING CRACKED OR DAMAGED FEATURES ALONG THE PROPERTY FRONTAGE MUST BE REPAIRED IN KIND. ADDITIONALLY, ANY FRONTAGE IMPROVEMENTS WHICH ARE DAMAGED AS A RESULT OF CONSTRUCTION WILL BE REQUIRED TO BE REPLACED. ALL FRONTAGE IMPROVEMENT WORK SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF THE CITY STANDARD DETAILS.

ANY ENCROACHMENT PERMIT FROM THE ENGINEERING DIVISION IS REQUIRED PRIOR TO ANY CONSTRUCTION ACTIVITIES, INCLUDING UTILITY LATERALS, IN THE PUBLIC RIGHT OF WAY.

3 BEDROOMS / 3.5 BATH +  
 1 BEDROOM / 1 BATH ADU

440 UNIVERSITY DR.	
FIRST FLOOR	1031.59 SQ. FT.
SECOND FLOOR	1287.00 SQ. FT.
TOTAL LIVING	2318.59 SQ. FT.
GARAGE	437.25 SQ. FT.
ADU	277.28 SQ. FT.
PORCH	54.50 SQ. FT.
LANAI	247.50 SQ. FT.
TOTAL (LIVING + GARAGE)	2755.84 SQ. FT.
FAL: (LIVING + GARAGE + ADU)	3033.12 SQ. FT.
MAX. FAL:	2800.00 SQ. FT.
THOMAS JAMES HOMES STANDARD 5.0 (LIVING + ADU + 34)	2619.87 SQ. FT.

BUILDING COVERAGE	
FIRST FLOOR	1039.59 SQ. FT.
GARAGE	437.25 SQ. FT.
PORCH	54.50 SQ. FT.
LANAI	247.50 SQ. FT.
ADU	54.50 SQ. FT.
FIREPLACE	8.00 SQ. FT.
TOTAL (W/O ADU)	1778.84 SQ. FT.
TOTAL (W/TH ADU)	2056.12 SQ. FT.
MAX. BLDG. COVERAGE	1820.00 SQ. FT.

COVER SHEET

440 UNIVERSITY DR., MENLO PARK  
 D28M200-TR

THOMAS JAMES HOMES



DATE 01-10-2023  
 JOB NO. 1641.044

5865 Owens Drive  
 Pleasanton, CA 94588  
 925-251-7200

A.0





NOT TO SCALE



SITE AERIAL & PHOTOS

440 UNIVERSITY DR., MENLO PARK  
D28M200-TR

THOMAS JAMES HOMES

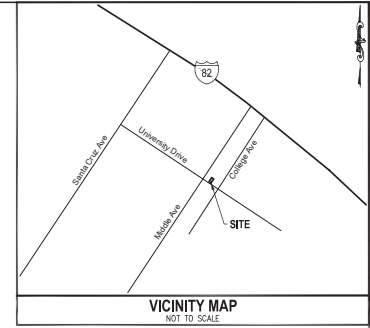
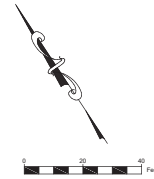
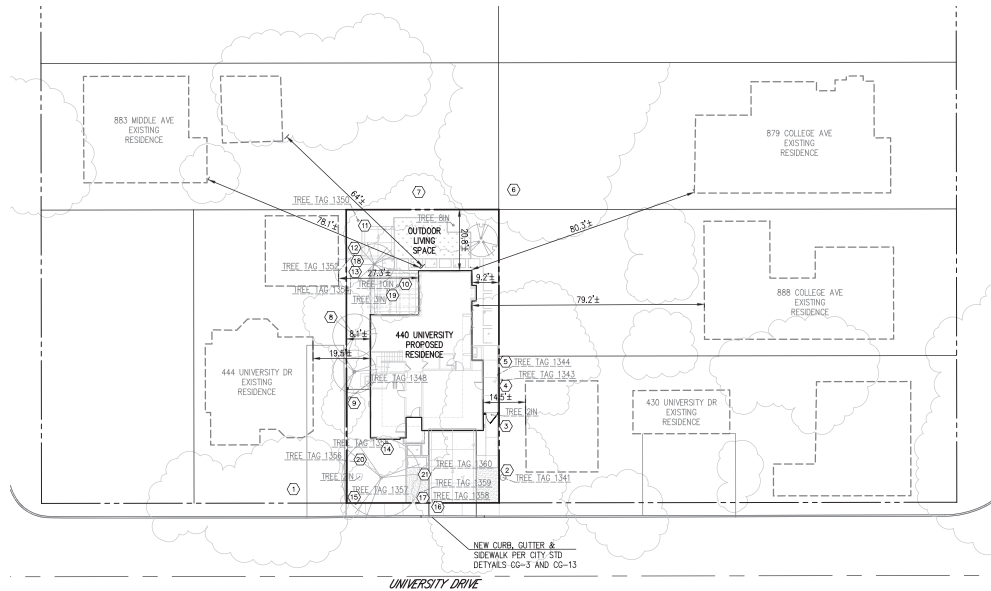


DATE 01-10-2023  
JOB NO. 1641.044



5865 Owens Drive  
Pleasanton, CA 94588  
925-251-7200

A.1



**LEGEND**

- BOUNDARY LINE
- RIGHT-OF-WAY
- LOT LINE
- CENTER LINE
- SS ○ SANITARY SEWER
- STORM DRAIN
- W WATER LINE
- FH FIRE HYDRANT
- G/WV GAS OR WATER VALVE
- WM WATER METER
- PP POWER POLE
- CHAIN LINK FENCE
- WOOD FENCE
- TREE

TREE NO	TREE TAG	HERITAGE TREE	OFF-SITE	DBH (IN)	COMMON NAME
1	1340	YES	YES	30	SOUTHERN MAGNOLIA
2	1341	YES	YES	15	SWEET GUM
3	1342	YES	YES	20	VALLEY OAK
4	1343	YES	YES	20	VALLEY OAK
5	1344	YES	YES	25	VALLEY OAK
6	1345	YES	YES	35	BICOLORED CEDAR
7	1346	NO	YES	10	FIG
8	1347	NO	YES	8	PERSIMMON
9	1348	NO	NO	10	SWEET TOBIRA
10	1349	NO	NO	9	JAPANESE MAPLE
11	1350	NO	NO	8	CAMPHOR
12	1352	NO	NO	6	POTATO BUSH
13	1354	NO	NO	9	LEMONGRASS
14	1355	NO	NO	9	STRAWBERRY
15	1357	NO	NO	5	PURPLE LEAF PLUM
16	1358	NO	NO	4	PURPLE LEAF PLUM
17	1359	NO	NO	4	CRAPE MYRTLE
18	1361	NO	NO	3	LEMONGRASS
19	1363	NO	NO	3	CAMELLIA
20	1366	NO	NO	3	JAPANESE MAPLE
21	1360	NO	NO	3	JAPANESE MAPLE
22	N/A	NO	NO	10	STUMP

TREE PROTECTION NOTE:  
 FOR ADDITIONAL TREE INFORMATION, SEE THE PRELIMINARY ARBORIST REPORT AND TREE INVENTORY DATED  
 JUNE 22, 2022 BY CALIFORNIA TREE AND LANDSCAPE CONSULTING, INC.



UNIVERSITY DRIVE STREETScape  
 SCALE: 1/4" = 1'

NO. DATE BY  
 REVISIONS  
 28 Ripley Avenue  
 Redwood City, CA 94061  
 T: (415) 452-7066  
**Civil Engineering Associates**  
 Civil Engineers • Planners • Surveyors

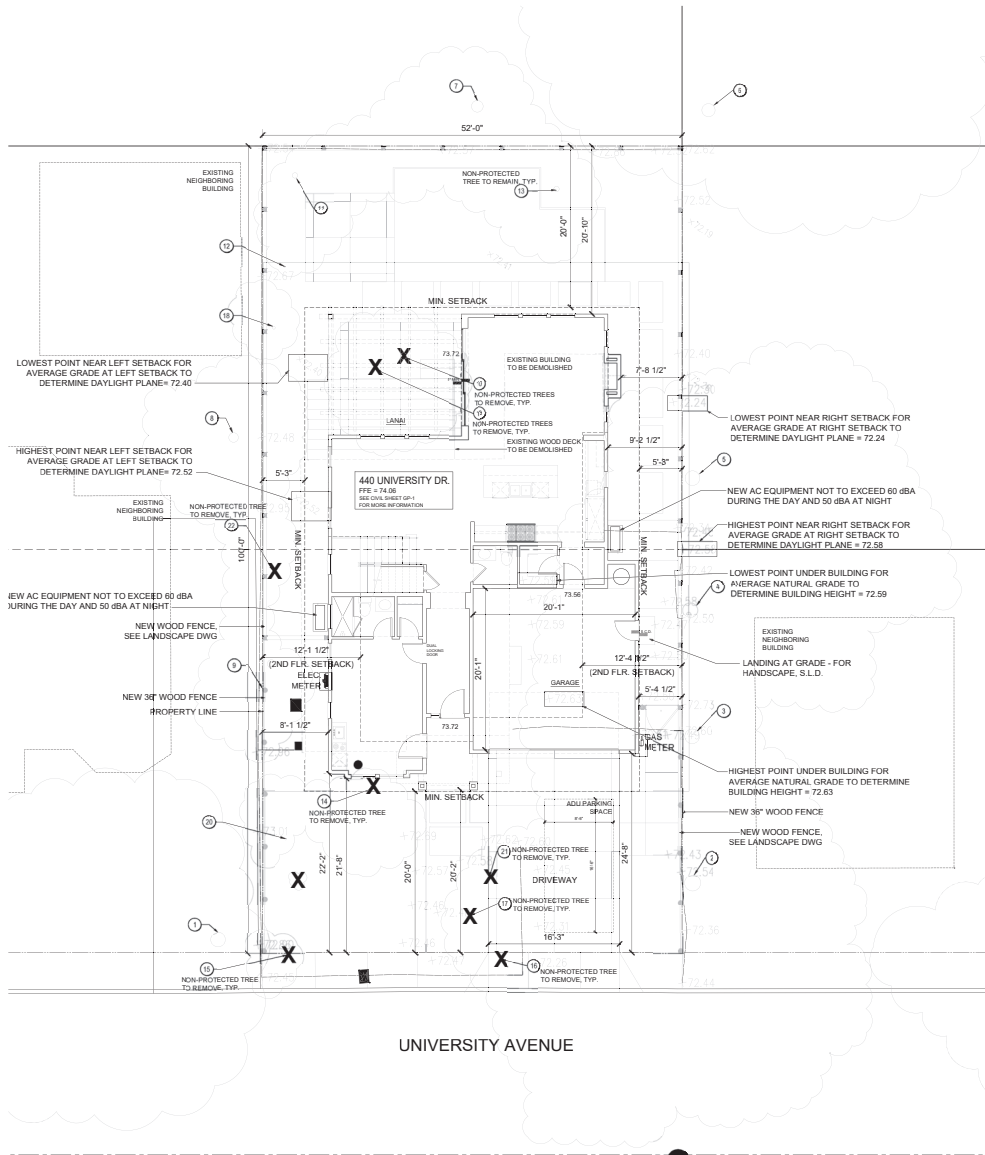
**THOMAS JAMES HOMES**  
 255 SHORELINE DRIVE, SUITE 428  
 REDWOOD CITY, CA 94065  
 877-381-1092

PREPARED FOR:  
 THOMAS JAMES HOMES  
 255 SHORELINE DRIVE, SUITE 428  
 REDWOOD CITY, CA 94065  
 877-381-1092

CALIFORNIA  
 440 UNIVERSITY DRIVE  
 AREA PLAN  
 MENLO PARK

DATE 03/27/2023  
 SCALE 1" = 20'  
 DESIGNED N/A  
 DRAWN RS  
 JOB NO. 22-158  
 SHEET  
**AP1**  
 1 of 1 SHEETS

©\PROJECTS\2022\22158 University - Menlo Park\CD\H15\22158 AREA PLAN.dwg Mar 27, 2023



**TREE PROTECTION CHART** NOTE: SEE ARBORIST REPORT FOR ADDITIONAL INFORMATION

KEY NOTE	TAG #	STATUS	LOCATION	SCIENTIFIC NAME	COMMON NAME	DBH (in)	ACTION
1	1340	PROTECTED	OFF-SITE	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	30	RETAIN
2	1341	PROTECTED	OFF-SITE	LIQUIDAMBAR	SWEET GUM	15	RETAIN
3	1342	PROTECTED	OFF-SITE	QUERCUS LOBATA	VALLEY OAK	20	RETAIN
4	1343	PROTECTED	OFF-SITE	QUERCUS LOBATA	VALLEY OAK	20	RETAIN
5	1344	PROTECTED	OFF-SITE	QUERCUS LOBATA	VALLEY OAK	25	RETAIN
6	1345	PROTECTED	OFF-SITE	CEDRUS DEODARA	DEODAR CEDAR	35	RETAIN
7	1346	NON-PROTECTED	OFF-SITE	FIGUS CARICA	FIG	10	REMOVE
8	1347	NON-PROTECTED	OFF-SITE	DIOSPYROS VIRGIN	PERSIMMON	8	RETAIN
9	1348	NON-PROTECTED	ON-SITE	PITTIOSPORUM TOBIRA	SWEET TOBIRA	10	RETAIN
10	1349	NON-PROTECTED	ON-SITE	ACER PALMATUM	JAPANESE MAPLE	9	REMOVE
11	1350	NON-PROTECTED	ON-SITE	CINNAMOMUM CAMPHORA	CAMPHOR	8	RETAIN
12	1352	NON-PROTECTED	ON-SITE	LYCIANTHES RANTONNETII	POTATO BUSH	6	RETAIN
13	1354	NON-PROTECTED	ON-SITE	CITRUS LIMON	LEMON	9	RETAIN
14	1355	NON-PROTECTED	ON-SITE	ARBUTUS UNEDO	STRAWBERRY	9	REMOVE
15	1357	NON-PROTECTED	ON-SITE	PRUNUS CERASIFERA	PURPLE LEAF PLUM	5	REMOVE
16	1358	NON-PROTECTED	ON-SITE	PRUNUS CERASIFERA	PURPLE LEAF PLUM	4	REMOVE
17	1359	NON-PROTECTED	ON-SITE	LAGERSTROEMIA INDICA	GRAPE MYRTLE	4	REMOVE
18	1351	NON-PROTECTED	ON-SITE	CITRUS LIMON	LEMON	3	RETAIN
19	1353	NON-PROTECTED	ON-SITE	CAMELLIA SP.	CAMELLIA	3	REMOVE
20	1356	NON-PROTECTED	ON-SITE	ACER PALMATUM	JAPANESE MAPLE	3	RETAIN
21	1360	NON-PROTECTED	ON-SITE	ACER PALMATUM	JAPANESE MAPLE	3	REMOVE
22	N/A	NON-PROTECTED	ON-SITE	STUMP	STUMP	10	REMOVE

REFER TO LANDSCAPE SHEETS FOR TREE DETAILS

This Site Plan contains information beyond the scope of work of the Architect. Information provided by Civil Engineer, Landscape Architect, and Arborist shall be verified in their respective documents.

3 BEDROOMS / 3.5 BATH +  
1 BEDROOM / 1 BATH ADU

440 UNIVERSITY DR.	
FIRST FLOOR	1031.59 SQ. FT.
SECOND FLOOR	1287.00 SQ. FT.
<b>TOTAL LIVING</b>	<b>2318.59 SQ. FT.</b>
GARAGE	437.25 SQ. FT.
ADU	277.28 SQ. FT.
PORCH	54.50 SQ. FT.
LANAI	247.50 SQ. FT.
TOTAL: (LIVING + GARAGE)	2755.84 SQ. FT.
TOTAL: (LIVING + GARAGE + ADU)	3033.12 SQ. FT.
MAX. FAL:	2800.00 SQ. FT.
THOMAS JAMES HOMES STANDARD S.F. (LIVING + ADU + 1/2)	2619.87 SQ. FT.

BUILDING COVERAGE	
FIRST FLOOR	1039.59 SQ. FT.
GARAGE	437.25 SQ. FT.
PORCH	54.50 SQ. FT.
LANAI	247.50 SQ. FT.
ADU	54.50 SQ. FT.
FIREPLACE	8.00 SQ. FT.
TOTAL (w/o ADU):	1778.84 SQ. FT.
TOTAL (WITH ADU):	2056.12 SQ. FT.
MAX. BLDG. COVERAGE	1820.00 SQ. FT.

**SITE PLAN**

440 UNIVERSITY DR., MENLO PARK  
D28M200-TR

THOMAS JAMES HOMES



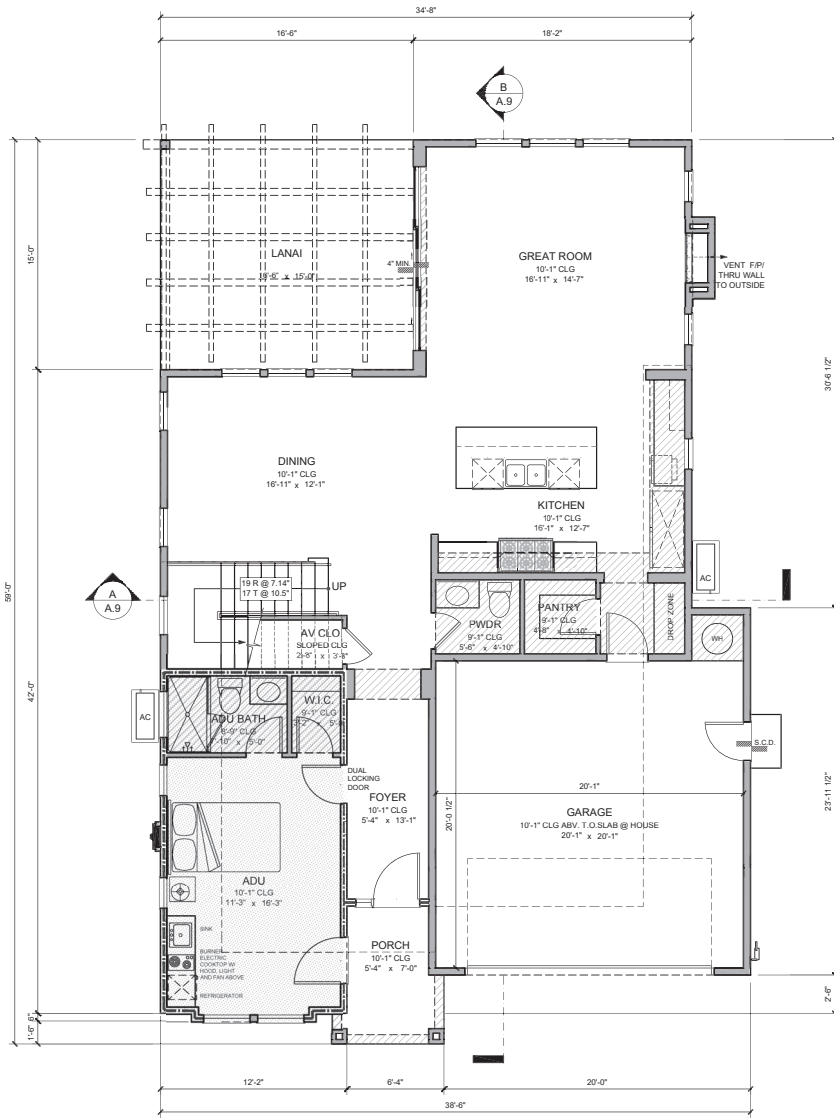
DATE 01-10-2023  
JOB NO. 1641.044



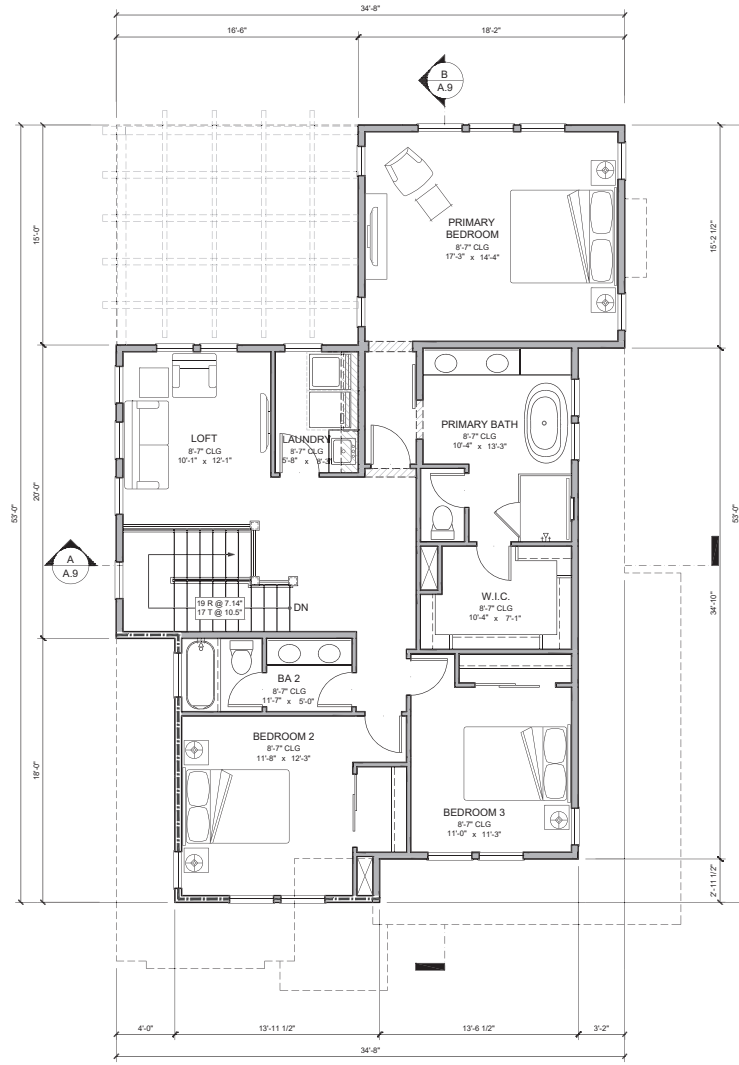
5865 Owens Drive  
Pleasanton, CA 94588  
925-251-7200

**A.3**





**FIRST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



**SECOND FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

3 BEDROOMS / 3.5 BATH +  
1 BEDROOM / 1 BATH ADU

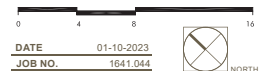
440 UNIVERSITY DR.	
FIRST FLOOR	1031.59 SQ. FT.
SECOND FLOOR	1287.00 SQ. FT.
TOTAL LIVING	2318.59 SQ. FT.
GARAGE	437.25 SQ. FT.
ADU	277.28 SQ. FT.
PORCH	54.50 SQ. FT.
LANAI	247.50 SQ. FT.
TOTAL (LIVING + GARAGE)	2755.84 SQ. FT.
FAL (LIVING + GARAGE + ADU)	3033.12 SQ. FT.
MAX. FAL:	2800.00 SQ. FT.
THOMAS JAMES HOMES STANDARD S.F. (LIVING + ADU + 1/2)	2619.87 SQ. FT.

BUILDING COVERAGE	
FIRST FLOOR	1039.59 SQ. FT.
GARAGE	437.25 SQ. FT.
PORCH	54.50 SQ. FT.
LANAI	247.50 SQ. FT.
ADU	54.50 SQ. FT.
FIREPLACE	8.00 SQ. FT.
TOTAL (w/o ADU):	1778.84 SQ. FT.
TOTAL (with ADU):	2056.12 SQ. FT.
MAX. BLDG. COVERAGE	1820.00 SQ. FT.

## FIRST FLOOR PLAN

440 UNIVERSITY DR., MENLO PARK  
D28M200-TR

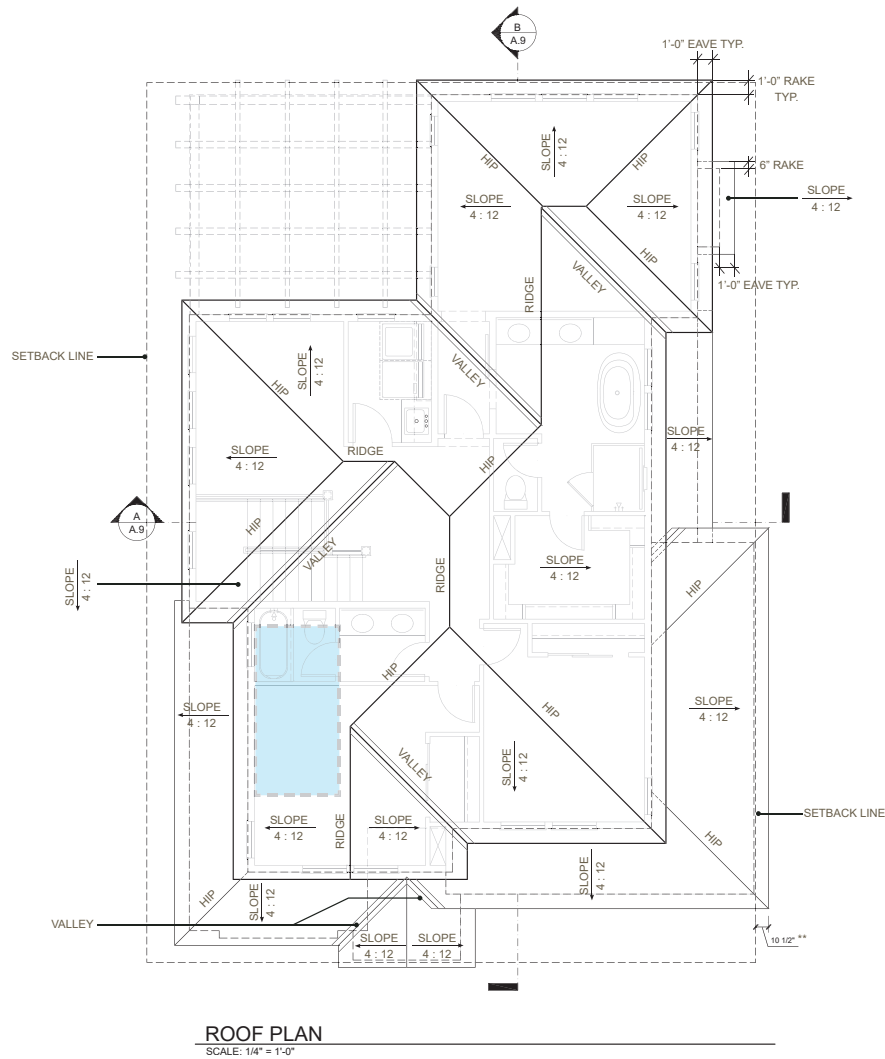
THOMAS JAMES HOMES



DATE 01-10-2023  
JOB NO. 1641.044

5865 Owens Drive  
Pleasanton, CA 94588  
925-251-7200

A.4



\*\* AS PER MENLO PARK GUIDELINES, 18" INTRUSION OF ARCHITECTURAL FEATURES, SUCH AS EAVES, IS ALLOWABLE INTO ANY YARD OF LESS THAN 10'. 3' INTRUSION OF ARCHITECTURAL FEATURES, SUCH AS EAVES, IS ALLOWABLE INTO ANY YARD OF 10' OR GREATER.



ALL ROOFING MATERIAL IS COMPOSITION SHINGLE UNLESS OTHERWISE NOTED.



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925-251-7200

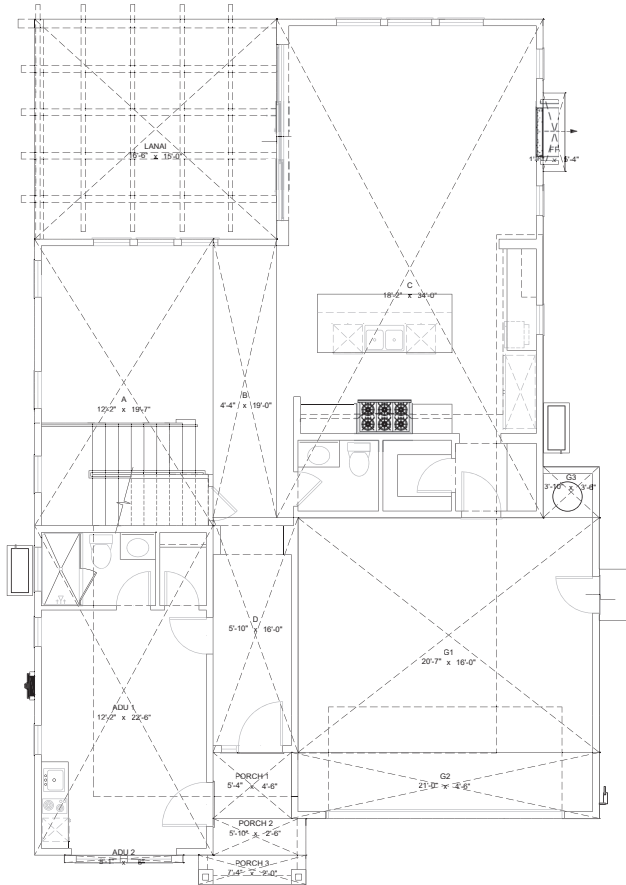
A.5

# ROOF PLAN

440 UNIVERSITY DR., MENLO PARK  
D28M200-TR

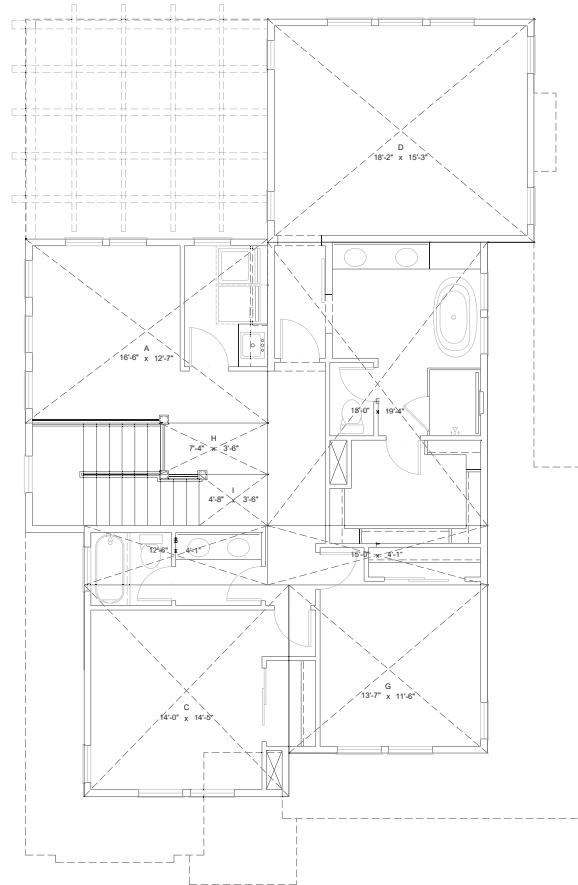
THOMAS JAMES HOMES





FIRST FLOOR AREA DIAGRAM

SCALE: 1/4" = 1'-0"



SECOND FLOOR AREA DIAGRAM

SCALE: 1/4" = 1'-0"

FIRST FLOOR AREA		
A	238.26 SQ. FT.	12'-2" X 19'-7"
B	82.33 SQ. FT.	4'-4" X 19'-0"
C	617.67 SQ. FT.	18'-2" X 34'-0"
D	93.33 SQ. FT.	5'-10" X 16'-0"
TOTAL	1031.59 SQ. FT.	
GARAGE		
G1	329.33 SQ. FT.	20'-7" X 16'-0"
G2	94.50 SQ. FT.	21'-0" X 4'-6"
G3	13.42 SQ. FT.	3'-10" X 3'-6"
TOTAL	437.25 SQ. FT.	
ADU		
ADU 1	273.24 SQ. FT.	12'-2" X 22'-6"
ADU 2	4.04 SQ. FT.	8'-1" X 6"
TOTAL	277.28 SQ. FT.	
PORCH		
PORCH 1	24.00 SQ. FT.	5'-4" X 4'-6"
PORCH 2	15.83 SQ. FT.	5'-10" X 2'-6"
PORCH 3	14.67 SQ. FT.	7'-4" X 2'-0"
TOTAL	54.50 SQ. FT.	
SECOND FLOOR AREA		
A	207.63 SQ. FT.	16'-6" X 12'-7"
B	51.04 SQ. FT.	12'-6" X 4'-11"
C	201.83 SQ. FT.	14'-0" X 14'-5"
D	277.04 SQ. FT.	18'-2" X 15'-3"
E	290.00 SQ. FT.	15'-0" X 19'-4"
F	61.25 SQ. FT.	15'-0" X 4'-11"
G	156.21 SQ. FT.	13'-7" X 11'-6"
H	25.67 SQ. FT.	7'-4" X 3'-6"
I	16.33 SQ. FT.	4'-8" X 3'-6"
TOTAL	1287.00 SQ. FT.	
FLOOR AREA LIMIT		
FIRST FLOOR	1031.59 SQ. FT.	
SECOND FLOOR	1287.00 SQ. FT.	
GARAGE	437.25 SQ. FT.	
ADU	277.28 SQ. FT.	
TOTAL	3033.12 SQ. FT.	
LIVING + GARAGE	2755.84 SQ. FT.	
MAX. F.A.L.	2800.00 SQ. FT.	
BUILDING COVERAGE		
FIRST FLOOR	1031.59 SQ. FT.	
LANAI	247.50 SQ. FT.	16'-6" X 15'-0"
PORCH	54.50 SQ. FT.	
GARAGE	437.25 SQ. FT.	
ADU	277.28 SQ. FT.	
FIREPLACE	8.00 SQ. FT.	1'-6" X 5'-4"
TOTAL	2056.12 SQ. FT.	
TOTAL W/O ADU	1778.84 SQ. FT.	
MAX. BUILDING COVERAGE	1820.00 SQ. FT.	

FLOOR AREA DIAGRAMS

440 UNIVERSITY DR., MENLO PARK  
D28M200-TR

THOMAS JAMES HOMES



DATE 01-10-2023  
JOB NO. 1641.044

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925-251-7200

A.6

ROOF MATERIAL  
COMPOSITION SHINGLE ROOF

BODY COLOR  
WOOD FASCIA TRIM

BODY COLOR  
CEMENTITIOUS HORIZONTAL SIDING

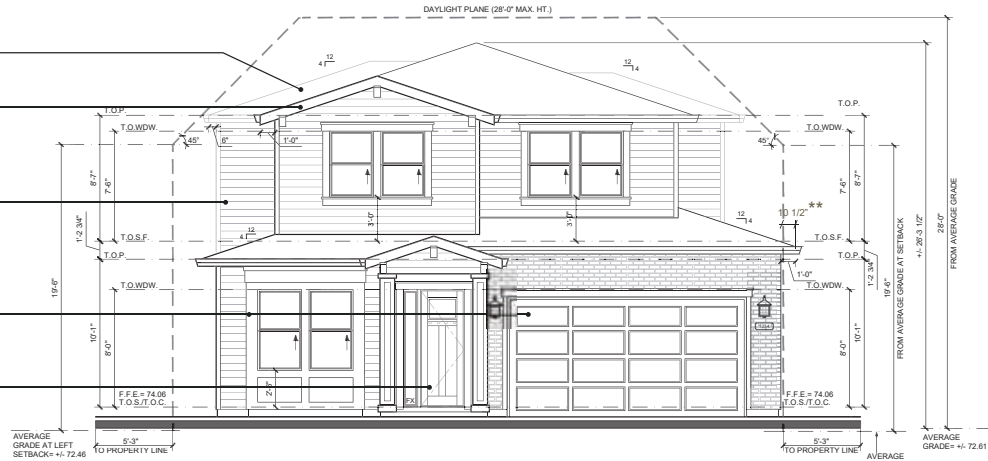
BODY COLOR  
CEMENTITIOUS WINDOW & DOOR TRIM

WOOD BAY WINDOW

STEEL GARAGE DOOR

ACCENT COLOR  
FIBERGLASS FRONT DOOR

WOOD COLUMN & TRIM



**FRONT ELEVATION**

SCALE: 1/4" = 1'-0"

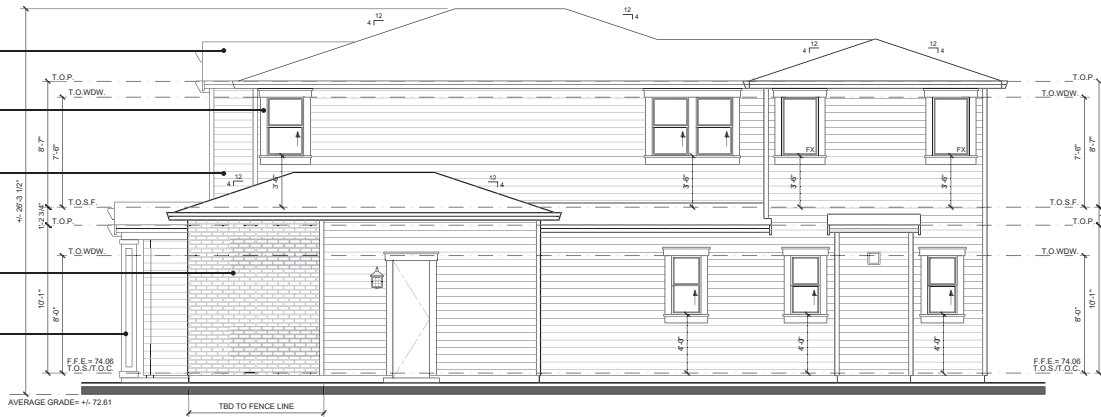
ROOF MATERIAL  
COMPOSITION SHINGLE ROOF

BODY COLOR  
CEMENTITIOUS WINDOW & DOOR TRIM

BODY COLOR  
CEMENTITIOUS HORIZONTAL SIDING

ACCENT MATERIAL  
BRICK VENEER

ACCENT COLOR  
WOOD PORCH COLUMN



**RIGHT ELEVATION**

SCALE: 1/4" = 1'-0"

\*\* AS PER MENLO PARK GUIDELINES, 18" INTRUSION OF ARCHITECTURAL FEATURES, SUCH AS EAVES, IS ALLOWABLE INTO ANY YARD OF LESS THAN 10'. 3' INTRUSION OF ARCHITECTURAL FEATURES, SUCH AS EAVES, IS ALLOWABLE INTO ANY YARD OF 10' OR GREATER.

**WINDOWS**  
MARVIN ESSENTIAL ALL ULTREX  
WINDOWS TYP. - NO SIMULATED  
DIVIDED LITE

**ELEVATIONS**

440 UNIVERSITY DR., MENLO PARK  
D28M200-TR

THOMAS JAMES HOMES



DATE 01-10-2023  
JOB NO. 1641.044

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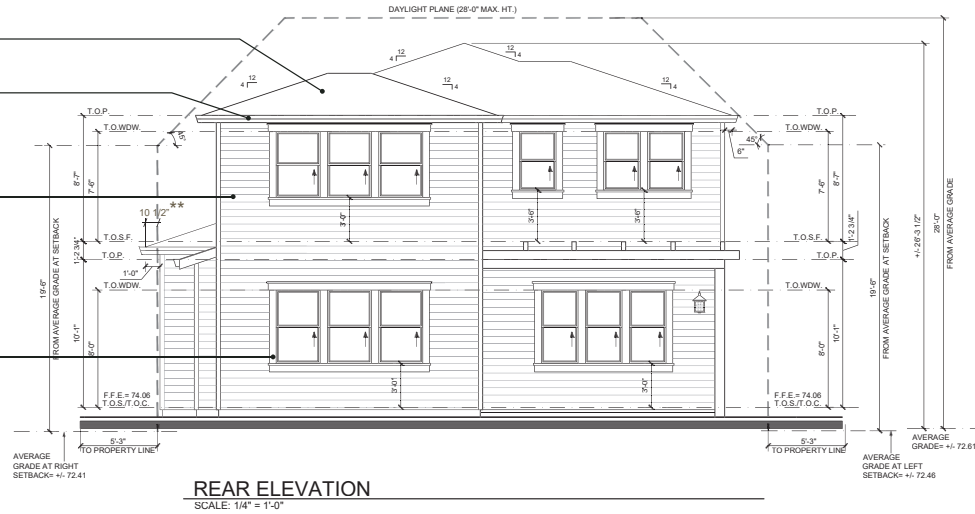
**A.7**



ROOF MATERIAL  
COMPOSITION SHINGLE ROOF  
BODY COLOR  
WOOD FASCIA TRIM

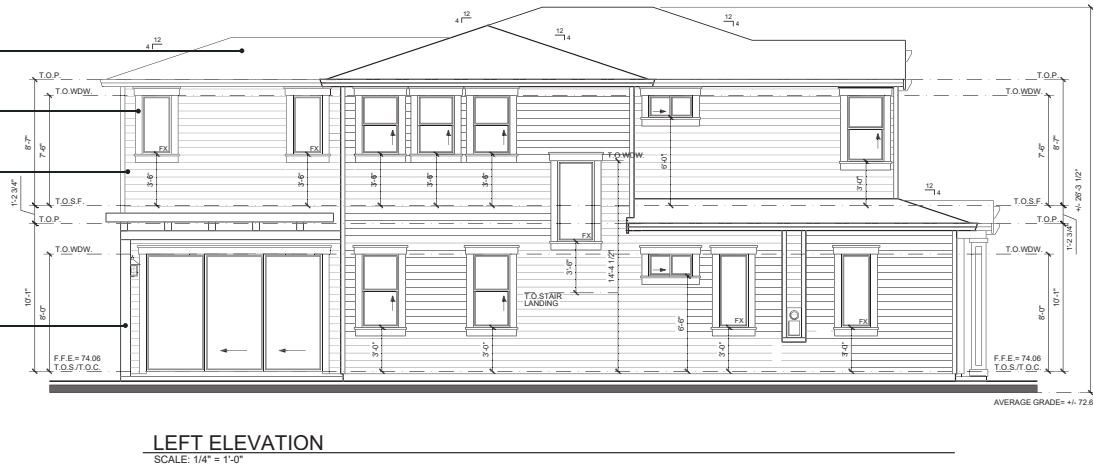
BODY COLOR  
CEMENTITIOUS HORIZONTAL SIDING

BODY COLOR  
CEMENTITIOUS WINDOW & DOOR TRIM



ROOF MATERIAL  
COMPOSITION SHINGLE ROOF  
BODY COLOR  
CEMENTITIOUS WINDOW & DOOR TRIM  
BODY COLOR  
CEMENTITIOUS  
HORIZONTAL SIDING

ACCENT COLOR  
WOOD TRELLIS & WOOD POST



\*\* AS PER MENLO PARK GUIDELINES,  
18" INTRUSION OF ARCHITECTURAL  
FEATURES, SUCH AS EAVES, IS  
ALLOWABLE INTO ANY YARD OF  
LESS THAN 10'. 3' INTRUSION OF  
ARCHITECTURAL FEATURES, SUCH  
AS EAVES, IS ALLOWABLE INTO ANY  
YARD OF 10' OR GREATER.

**WINDOWS**  
MARVIN ESSENTIAL ALL ULTREX  
WINDOWS TYP. - NO SIMULATED  
DIVIDED LITE

## ELEVATIONS

440 UNIVERSITY DR., MENLO PARK  
D28M200-TR

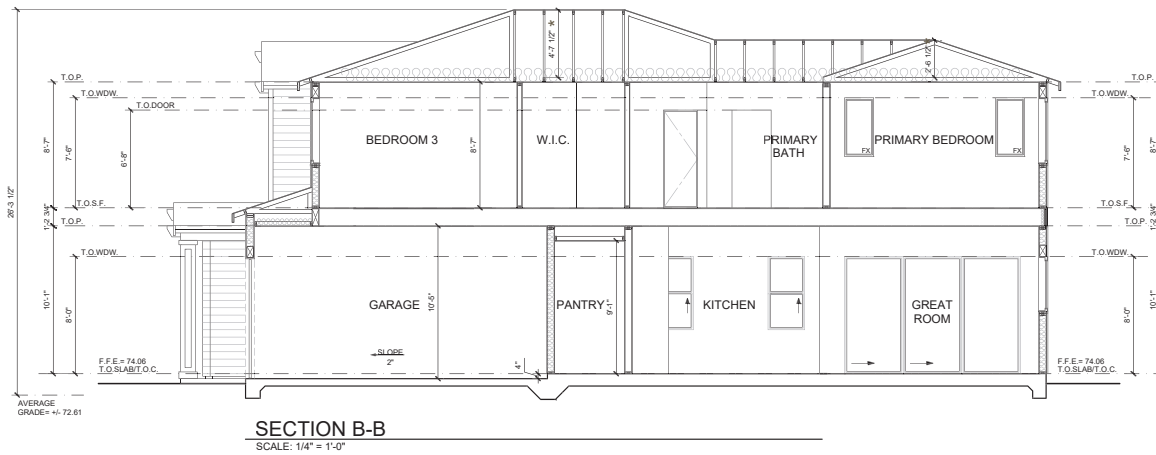
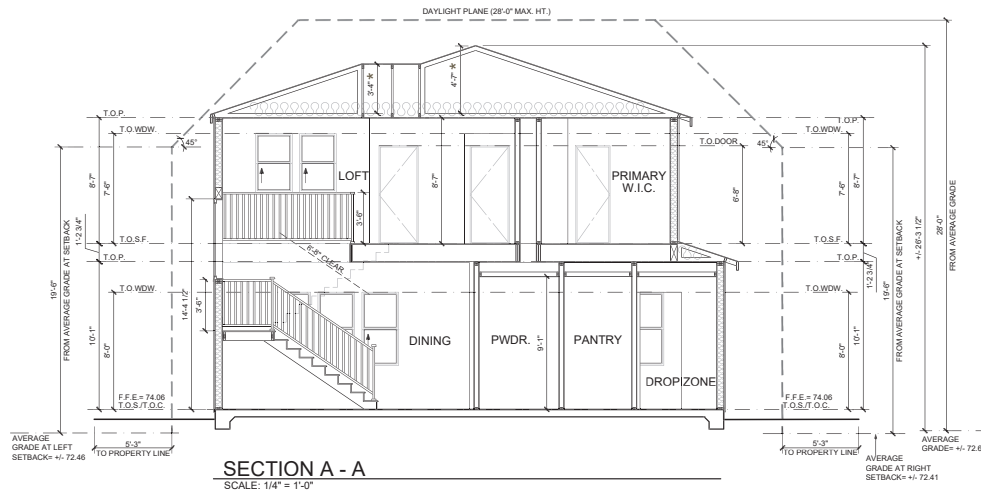
THOMAS JAMES HOMES



DATE 01-10-2023  
JOB NO. 1641.044

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925-251-7200

**A.8**



\* AS PER THE MENLO PARK MUNICIPAL CODE (SECTION 16.04.313 FLOOR AREA) ATTIC SPACE WHERE THE DISTANCE BETWEEN THE TOP OF THE CEILING JOIST AND THE BOTTOM OF THE ROOF SHEATHING MEASURES LESS THAN FIVE FEET (5') IS EXCLUDED FROM THE FLOOR AREA.

\*\* AS PER MENLO PARK GUIDELINES, 18" INTRUSION OF ARCHITECTURAL FEATURES, SUCH AS EAVES, IS ALLOWABLE INTO ANY YARD OF LESS THAN 10'. 3" INTRUSION OF ARCHITECTURAL FEATURES, SUCH AS EAVES, IS ALLOWABLE INTO ANY YARD OF 10' OR GREATER.

**SECTIONS**

440 UNIVERSITY DR., MENLO PARK  
D28M200-TR

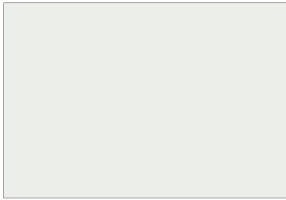
THOMAS JAMES HOMES



DATE 01-10-2023  
JOB NO. 1641.044

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925-251-7200

**A.9**



**BODY COLOR**  
HORIZONTAL SIDING, WINDOW & DOOR TRIM  
BAY WINDOWS, PANELLING, EAVES, FASCIA,  
GARAGE DOOR, BACK TRELLIS



**ROOF MATERIAL**  
COMPOSITION SHINGLE



**ACCENT COLOR**  
FRONT DOOR, FRONT PORCH COLUMN &  
TRIM



**ACCENT MATERIAL**  
BRICK VENEER

---

## COLORS & MATERIALS

440 UNIVERSITY DR., MENLO PARK  
D28M200-TR

THOMAS JAMES HOMES



DATE 01-10-2023  
JOB NO. 1641.044

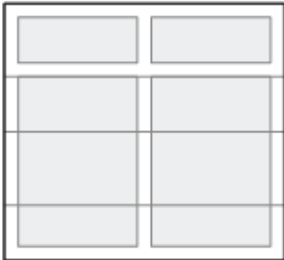
5865 Owens Drive  
Pleasanton, CA 94588  
925-251-7200

A.10

WINDOW FRAMES: BLACK



**FRONT DOOR**  
 MASONITE - HERITAGE - WINSLOW  
 FIBERGLASS  
 1/4 LITE 2 PANEL DOOR  
 FULL SIDELITE



**GARAGE DOOR**  
 CLOPAY GRAND HARBOR  
 DESIGN 11, INSULATED  
 SOLID TOP 11



**FENCE STAIN**  
 SEMI-TRANSPARENT  
 SPANISH MOSS



EXTERIOR RENDERINGS  
 (NOT TO SCALE)

440

HOUSE NUMBERS



EXTERIOR LIGHT FIXTURE  
 8"W X 15.25"H

**PURE WHITE**

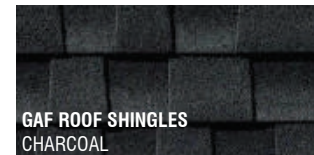
- SW 7005
- o SIDING
  - o WINDOW & DOOR TRIM
  - o PANELING, COLUMNS, & TRIM
  - o FASCIA, EAVES, & CORBELS
  - o BACK TRELLIS

**TRICORN BLACK**

- SW 6258
- o FRONT DOOR
  - o GARAGE DOOR



**ELDORADO STONE**  
 TUNDRA BRICK - CHALK DUST



**GAF ROOF SHINGLES**  
 CHARCOAL



440 UNIVERSITY DRIVE  
 MENLO PARK, CALIFORNIA 94025

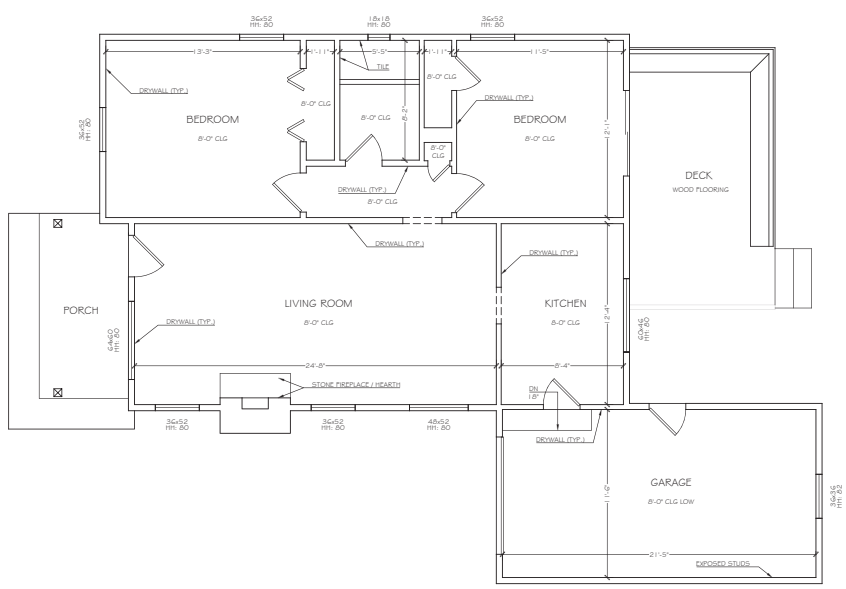
This is an example of design specifications for this particular plan and elevation. Detailed specifications, finishes and fixtures are subject to change, on homes prior to sale. All items are based off the architectural plans and are to be verified in field. Actual field conditions may affect these dimensions. Project manager to notify designer of dimensions and field conditions that differ from the design package and architectural plans.

NOTE: DIMENSIONS PRINTED IN THIS DOCUMENT ARE BASED OFF THE ARCHITECTURAL PLANS AND ARE TO BE VERIFIED IN FIELD. ACTUAL FIELD CONDITIONS MAY AFFECT THESE DIMENSIONS. PROJECT MANAGER TO NOTIFY DESIGNER OF DIMENSIONS AND FIELD CONDITIONS THAT DIFFER FROM THE DESIGN PACKAGE AND ARCHITECTURAL PLANS.

DATE: 09.09.22  
 DESIGNER: KRISTIN LASKY  
 ARCHITECT: DAHLIN

NOTE: RENDERINGS SHOWN ARE FOR ILLUSTRATION PURPOSES ONLY AND ARE NOT INTENDED TO BE AN ACTUAL DEPICTION OF THE HOME OR IT'S SURROUNDINGS

D28 M200 A  
 TRADITIONAL



**LEGEND**

LOW CASEWORK  
 UPPER CASEWORK  
 FULL HEIGHT CASEWORK

WD = WASHER/DRYER COMBO  
 W = WASHER  
 D = DRYER  
 R = RANGE  
 REFR = REFRIGERATOR  
 OVEN = OVEN  
 DW = DISH WASHER  
 TC = TRASH COMPACTOR  
 FURN = FURNACE  
 WH = WALL HEATER  
 GM = GAS METER  
 EM = ELECTRIC METER  
 SC = SOLAR COMPONENTS  
 EP = ELECTRICAL PANEL  
 TW = TANKLESS WATER HEATER  
 WH = WATER HEATER  
 WS = WATER SOFTENER  
 FD = FLOOR DRAIN  
 CLG = CEILING HEIGHT  
 RHT = HEADER HEIGHT

**PPM**  
 PRECISION PROPERTY MEASUREMENTS

3626 E. PACIFIC COAST  
 HIGHWAY | 2ND FLOOR  
 LONG BEACH CA | 90804  
 T 562.621.9100  
 F 888.696.2966  
 WWW.PPMCO.NET

**WORRY FREE RENOVATIONS**

PREPARED FOR

THOMAS JAMES HOMES

FLOOR PLAN

440 UNIVERSITY DRIVE RESIDENCE

440 UNIVERSITY DRIVE, MENLO PARK, CA 94025

PPM Precision Property Measurements, Inc. is a professional service company that provides accurate and reliable measurements for real estate transactions. Our services include interior and exterior measurements, area calculations, and volume estimations. We use advanced technology and strict adherence to industry standards to ensure the highest quality of our work. Our measurements are used by real estate agents, lenders, and other professionals in the industry. We are committed to providing excellent customer service and accurate results every time.

SCALE  
 1/4" = 1'-0"

PROJECT  
 3385\_BA

APPROVED BY  
 JS

DATE  
 06/14/22

SHEET  
 1 of 3

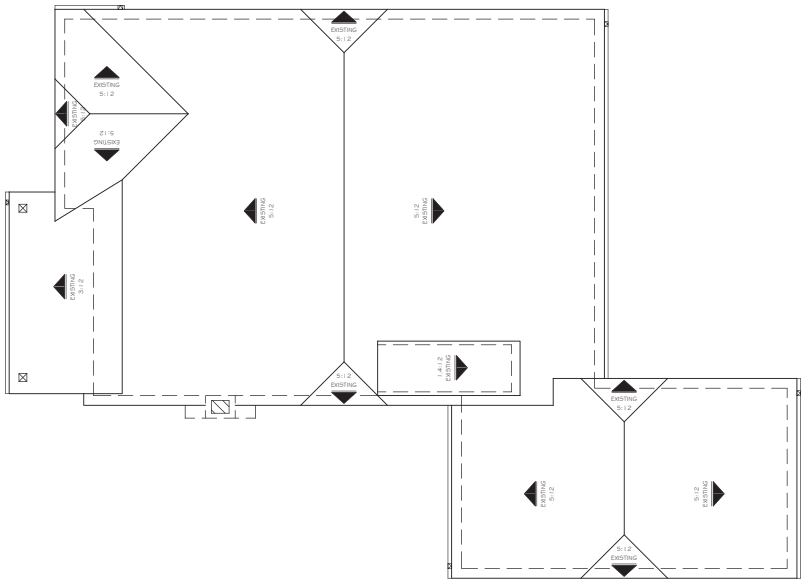
**LEGEND**

- CHIMNEY OUTLINE
- BUILDING FOOTPRINT
- = ROOF DRAIN
- = DOWNSPOUT
- ⊗ = AIR CONDITIONER
- = UTILITY BOX
- ⊠ = ROOF VENT
- ⊞ = ROOF TOP LAIT
- ⊟ = ROOF TOP HATCH

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PRECISION PROPERTY MEASUREMENTS

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LONG BEACH CA | 90804  
T 562.621.9100  
F 888.696.2966  
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**WORRY FREE RENOVATIONS**



PREPARED FOR  
**THOMAS JAMES HOMES**

PLAN TYPE  
**ROOF PLAN**

PROJECT NAME  
**440 UNIVERSITY DRIVE RESIDENCE**

PROJECT ADDRESS  
**440 UNIVERSITY DRIVE, MENLO PARK, CA 94025**

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SCALE  
1/4" = 1'-0"

PROJECT  
3385\_BA

APPROVED BY  
JS

DATE  
06/14/22

SHEET  
2 of 3

**LEGEND**  
 FINISHED GRADE LINE  
 FINISHED FLOOR LINE  
 1/2" X  
 ROOF FITCH LABEL (RISE/RUN)

**PPM**  
 PRECISION PROPERTY  
 MEASUREMENTS  
 3626 E. PACIFIC COAST  
 HIGHWAY | 2ND FLOOR  
 LONG BEACH CA 90804  
 T 562.621.9100  
 F 888.696.2966  
 WWW.PPMCO.NET



PREPARED FOR

THOMAS JAMES  
 HOMES

PLAN TYPE

EXTERIOR  
 ELEVATIONS

PROJECT NAME

440 UNIVERSITY  
 DRIVE  
 RESIDENCE

PROJECT ADDRESS

440 UNIVERSITY DRIVE,  
 MENLO PARK, CA 94025

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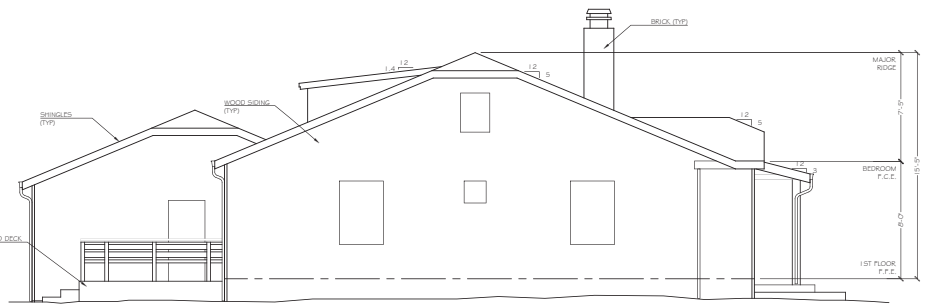
SCALE  
 1/4" = 1'-0"

PROJECT  
 3385\_BA

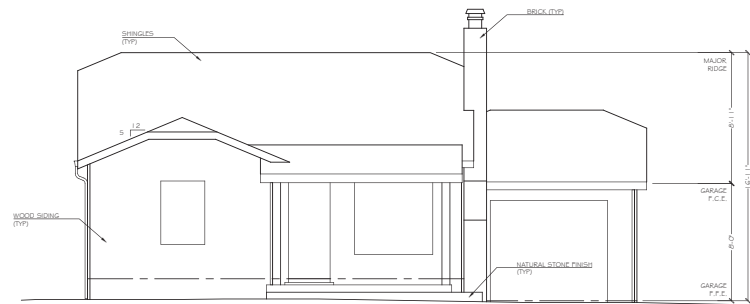
APPROVED BY  
 JS

DATE  
 06/14/22

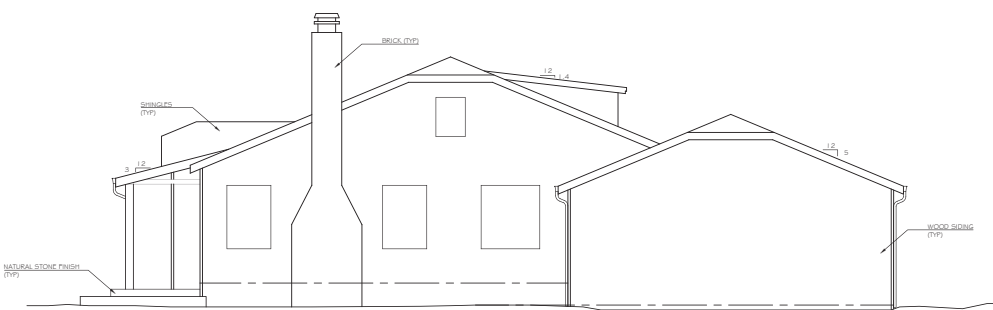
SHEET  
 3 of 3



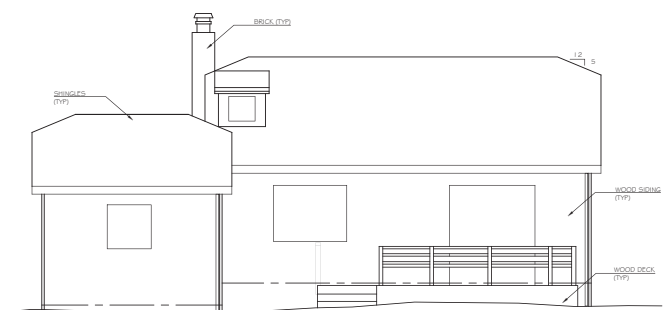
NORTHWEST



SOUTHWEST



SOUTHEAST



NORTHEAST



**PROJECT INFO**

- TITLE REPORT: LAWYERS TITLE  
FILE NUMBER: FLNP-006220065  
DATED: MAY 13, 2022
- PROPERTY ADDRESS: 440 UNIVERSITY DRIVE  
MENLO PARK, CALIFORNIA
- ASSESSOR'S PARCEL NO.: 071-403-280
- AREA: 5,200± SF

**BASIS OF BEARINGS**

THE BEARING NORTH 56°37'00" WEST, OF THE SOUTHWESTERLY LINE OF LOTS 13 & 28 WHICH IS THE CURRENTLY THE NORTHEASTERLY BOUNDARY OF UNIVERSITY DRIVE BETWEEN MIDDLE AVENUE AND COLLEGE AVENUE ESTABLISHED BY SPLITTING THE PHYSICAL CURB IMPROVEMENTS AS SHOWN ON THAT CERTAIN SUBDIVISION MAP ENTITLED "MAP NO. 2-STANFORD PARK-MENLO PARK" RECORDED APRIL 2, 1913 IN BOOK 8 OF MAPS, AT PAGE 46, SAN MATEO COUNTY RECORDS, WAS USED AS THE BASIS OF ALL BEARINGS SHOWN ON THIS SURVEY.

**BENCHMARK**

CITY OF MENLO PARK BENCHMARK & CENTER STAIR ON TOP OF CATCH BASIN; AT THE INTERSECTION OF HEMOSA WAY AND MIDDLE AVENUE; AT THE NORTHWESTERLY END OF THE SOUTHWESTERLY CURB RETURN  
NAVD88 ELEVATION: 88.09

**FLOOD ZONE**

THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 06081C0308E, DATED OCTOBER 16, 2012, AS BEING LOCATED IN FLOOD ZONE "X".

ZONE X: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PORTION OF LOTS 28 AND 29 IN BLOCK 2 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP NO. 2 STANFORD PARK, SAN MATEO COUNTY, CALIFORNIA," FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON APRIL 2, 1913 IN BOOK 8 OF MAPS AT PAGE 46, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF LOT 28 IN BLOCK 2, BEING THE NORTHEASTERLY LINE OF UNIVERSITY DRIVE EXTENDED DISTANT THEREON SOUTHEASTERLY 104 FEET FROM THE SOUTHWESTERLY LINE OF MIDDLE AVENUE AS SHOWN ON THE MAP ABOVE, REFERRED TO, RUNNING THENCE NORTHEASTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF MIDDLE AVENUE, 100 FEET TO THE NORTHEASTERLY LINE OF LOT 29 IN BLOCK 2; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, 52 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 29; THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LOTS 29 AND 28, 100 FEET TO THE MOST SOUTHERLY CORNER OF LOT 28; THENCE NORTHEASTERLY ALONG SOUTHWESTERLY LINE OF LOT 28, 52 FEET TO THE POINT OF BEGINNING.

**EXCEPTIONS**

THERE ARE NO PLOTTABLE EXCEPTIONS LISTED IN THE TITLE REPORT.

**NOTES**

- EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF PREPARATION OF THESE PLANS. ENGINEER IS NOT RESPONSIBLE FOR ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN.

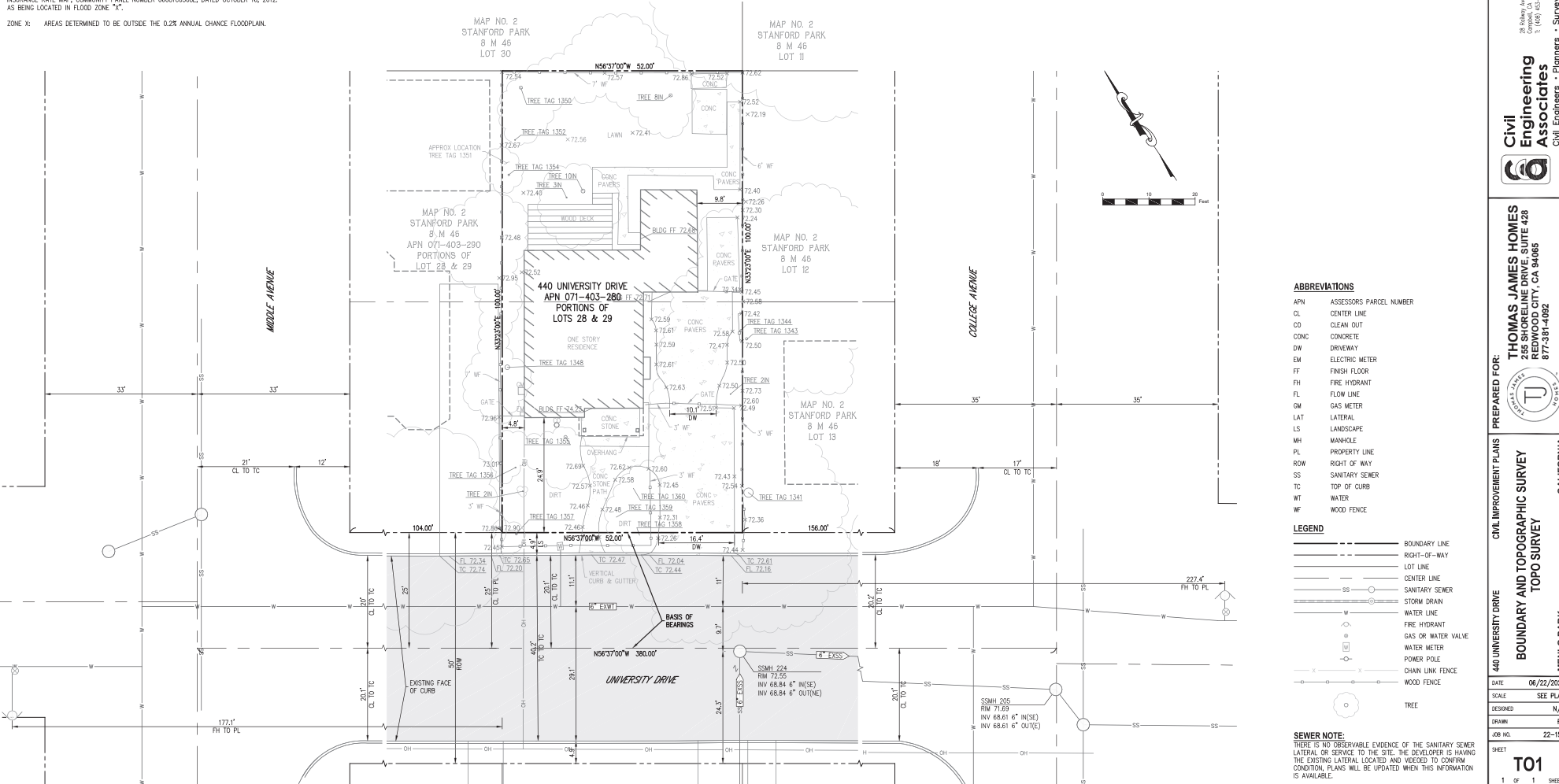
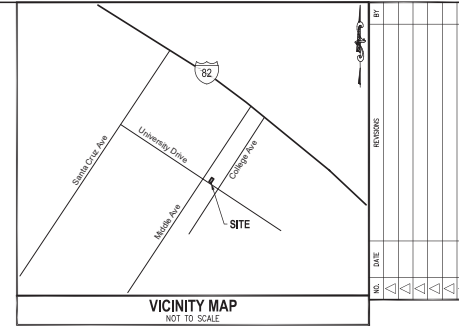
**SURVEYOR'S STATEMENT**

I CERTIFY THAT THIS PARCEL'S BOUNDARY WAS ESTABLISHED BY ME OR UNDER MY SUPERVISION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE LAND SURVEYOR'S ACT. NO STREET MONUMENTATION WAS DISCOVERED DURING OUR SURVEY AND NONE IS REFERENCED IN THE SUPPORTING MAP OF RECORD. THEREFORE, WE HAVE UTILIZED THE PHYSICAL LINES OF OCCUPATION NOTED TO PREPARE THIS SURVEY.

NAME: ANDREW TURNER  
COMPANY: CIVIL ENGINEERING ASSOCIATES, INC.  
LS NO. 9107



11/11/2022  
DATE



**ABBREVIATIONS**

- APN ASSESSOR'S PARCEL NUMBER
- CL CENTER LINE
- CO CLEAN OUT
- CONC CONCRETE
- DW DRIVEWAY
- EM ELECTRIC METER
- FF FINISH FLOOR
- FH FIRE HYDRANT
- FL FLOW LINE
- GM GAS METER
- LAT LATERAL
- LS LANDSCAPE
- MH MANHOLE
- PL PROPERTY LINE
- ROW RIGHT OF WAY
- SS SANITARY SEWER
- TC TOP OF CURB
- WT WATER
- WF WOOD FENCE

**LEGEND**

- BOUNDARY LINE
- RIGHT-OF-WAY
- LOT LINE
- CENTER LINE
- SANITARY SEWER
- STORM DRAIN
- WATER LINE
- FIRE HYDRANT
- GAS OR WATER VALVE
- WATER METER
- POWER POLE
- CHAIN LINK FENCE
- WOOD FENCE
- TREE

**SEWER NOTE:**  
THERE IS NO OBSERVABLE EVIDENCE OF THE SANITARY SEWER LATERAL OR SERVICE TO THE SITE. THE DEVELOPER IS HAVING THE EXISTING LATERAL LOCATED AND VIDEOED TO CONFIRM CONDITION. PLANS WILL BE UPDATED WHEN THIS INFORMATION IS AVAILABLE.

DATE: 06/22/2022  
SCALE: SEE PLAN  
DESIGNED: N/A  
DRAWN: RS  
JOB NO.: 22-158  
SHEET: T01  
1 OF 1 SHEETS

PREPARED FOR:  
THOMAS JAMES HOMES  
255 SHORELINE DRIVE, SUITE 428  
REDWOOD CITY, CA 94065  
877-381-4092

CIVIL ENGINEERING ASSOCIATES  
Civil Engineers • Planners • Surveyors

CIVIL IMPROVEMENT PLANS  
BOUNDARY AND TOPOGRAPHIC SURVEY  
TOPO SURVEY  
MENLO PARK  
CALIFORNIA



**LAYOUT LEGEND**

ADJ.	ADJACENT	NATIVE GRASS	NATIVE GRASS
EQ	EQUAL DISTANT	OH	OVERHANG
BOC	BACK OF CURB	PA	PLANTING AREA
CL	CONSTRUCTION/ COLD JOINT	PL	PROPERTY LINE
CLR	CENTERLINE	POB	POINT OF BEGINNING
EJ	EXPANSION JOINT	SIM	SIMILAR TO
EQ	EQUAL DISTANT	SYM	SYMMETRICAL
ILO	IN LIEU OF	TYP	TYPICAL
MAX	MAXIMUM	TURF	TURF AREA
MN	MINIMUM	UND	UNLESS NOTED OTHERWISE
		VIF	VERIFY IN FIELD

**PAVING AND FENCING LEGEND**

A	B	CONCRETE PAVERS PER DETAIL A/L1.2: STANDARD GRAY CONCRETE WITH ACID ETCH FINISH WITH TOP CAST #01 SURFACE RETARDANT MANUFACTURED BY GRACE PRODUCTS. PAVERS TO BE SPACED EQUALLY AT FRONT YARD - FILL GAP WITH P2 CRUSHED AGGREGATE AND AT BACKYARD - FILL GAP WITH PLANTING. SEE SHEET L3.1.
C	D	CONCRETE DRIVEWAY PER DETAIL D/L1.2: STANDARD GRAY CONCRETE WITH ACID ETCH FINISH WITH TOP CAST #01 SURFACE RETARDANT MANUFACTURED BY GRACE PRODUCTS.
P2		DECORATIVE GRAVEL PER DETAIL D/L1.2: LYNXSO 3/4" CRUSHED AGGREGATE "YOSEMITE TAN", 2" OVER COMPACTED SUBGRADE OVER FILTER FABRIC, WITH 8" GALVANIZED WIRE STAPLES.
P3		CONCRETE PAVING (PEDESTRIAN) PER DETAIL B/L1.2: STANDARD GRAY CONCRETE WITH ACID ETCH FINISH WITH TOP CAST #01 SURFACE RETARDANT MANUFACTURED BY GRACE PRODUCTS.
P4		CONCRETE PAVING (VEHICULAR) PER DETAIL C/L1.2: STANDARD GRAY CONCRETE WITH ACID ETCH FINISH WITH TOP CAST #01 SURFACE RETARDANT MANUFACTURED BY GRACE PRODUCTS. TOOLED SCORE JOINTS AS SHOWN ON PLANS.
P5		CONCRETE TO BE POURED WITH ARCHITECTURE. REFER TO STRUCTURAL DRAWINGS.
		SIDEYARD FENCE: PER DETAIL F/L1.2: 205 LF (CONTRACTOR TO VERIFY, INCLUDES ONE 4'-0" GATE).
		36" FENCE SIMILAR TO SIDEYARD FENCE: PER DETAIL F/L1.2: 60 LF (CONTRACTOR TO VERIFY).
		STEEL HEADER, TYP. REFER TO PLAN FOR EXACT LOCATIONS AND CONDITIONS.
1		EXISTING TREES TO REMAIN/ EXISTING TREES TO REMOVE. SEE TREE PROTECTION PLAN & NOTES ON SHEET L3.3.

**SITE CALCULATIONS (PERFORMANCE APPROACH)**

440 UNIVERSITY DRIVE	SF	% OF LOT AREA
<b>EXISTING</b>		
GROSS LOT SF AREA	5,200 SF	100%
<b>TOTAL PERMEABLE AREA</b>	<b>2,294 SF</b>	<b>44%</b>
TOTAL LANDSCAPE AREA (% OF TOTAL AREA)	2,093 SF	100%
SHRUB AREA (% OF TOTAL LANDSCAPE AREA)	1,769 SF	85%
TURF AREA (% OF TOTAL LANDSCAPE AREA)	324 SF	15%
AGGREGATE PATHS AND PATIOS	201 SF	
<b>TOTAL IMPERMEABLE AREA</b>	<b>2,954 SF</b>	<b>57%</b>
RESIDENCE/ GARAGE FOOTPRINT	1,752 SF	34%
CONCRETE DRIVEWAY	400 SF	
COVERED CONCRETE REAR PATIO	210 SF	
UNCOVERED CONCRETE PATIO	121 SF	
FRONT PORCH	48 SF	
CONCRETE PAVERS	205 SF	
TRASH AREA PAD	218 SF	
<b>20' FRONT YARD SETBACK</b>	<b>1,040 SF</b>	
PERMEABLE	628 SF	60%
IMPERMEABLE	412 SF	40%

**NOTE: WATER SUPPLY IS DOMESTIC.**

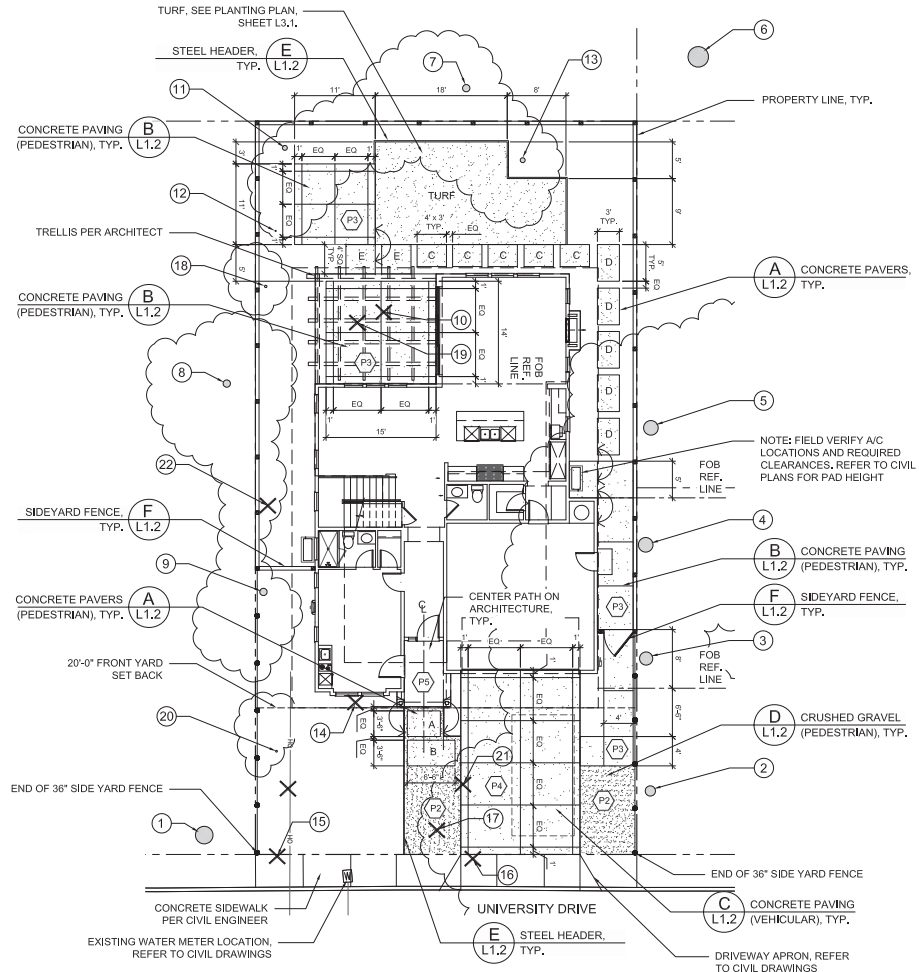
I have complied with the criteria of the Water Efficient Landscape Ordinance and applied them for the efficient use of water in the Landscape Design Plan

*[Signature]* 11/16/22  
SIGNATURE DATE

**TREE PROTECTION CHART**

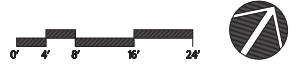
**NOTE: SEE ARBORIST REPORT FOR ADDITIONAL INFORMATION AND TREE PROTECTION PLAN ON SHEET L3.3**

TREE #	TAG #	STATUS	LOCATION	SCIENTIFIC NAME	COMMON NAME	DBH (In)	ACTION
1	1340	HERITAGE	OFF-SITE	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	30	RETAIN
2	1341	HERITAGE	OFF-SITE	LIQUIDAMBAR	SWEET GUM	15	RETAIN
3	1342	HERITAGE	OFF-SITE	QUERCUS LOBATA	VALLEY OAK	20	RETAIN
4	1343	HERITAGE	OFF-SITE	QUERCUS LOBATA	VALLEY OAK	20	RETAIN
5	1344	HERITAGE	OFF-SITE	QUERCUS LOBATA	VALLEY OAK	25	RETAIN
6	1345	HERITAGE	OFF-SITE	CEDRUS DEODARA	DEODAR CEDAR	35	RETAIN
7	1346	NON-PROTECTED	OFF-SITE	FICUS CARICA	FIG	10	RETAIN
8	1347	NON-PROTECTED	OFF-SITE	DIOSPYROS VIRGIN	PERSIMMON	8	RETAIN
9	1348	NON-PROTECTED	ON-SITE	PITTSOPORUM TOBIRA	SWEET TOBIRA	10	RETAIN
10	1349	NON-PROTECTED	ON-SITE	ACER PALMATUM	JAPANESE MAPLE	9	REMOVE
11	1350	NON-PROTECTED	ON-SITE	CINNAMOMUM CAMPHORA	CAMPHOR	8	RETAIN
12	1352	NON-PROTECTED	ON-SITE	LYCIANTHES RANTONNETII	POTATO BUSH	6	RETAIN
13	1354	NON-PROTECTED	ON-SITE	CITRUS LIMON	LEMON	9	RETAIN
14	1355	NON-PROTECTED	ON-SITE	ARBUTUS UNEDO	STRAWBERRY	9	REMOVE
15	1357	NON-PROTECTED	ON-SITE	PRUNUS CERASIFERA	PURPLE LEAF PLUM	5	REMOVE
16	1358	NON-PROTECTED	ON-SITE	PRUNUS CERASIFERA	PURPLE LEAF PLUM	4	REMOVE
17	1359	NON-PROTECTED	ON-SITE	LAGERSTROEMIA INDICA	GRAPE MYRTLE	4	REMOVE
18	1351	NON-PROTECTED	ON-SITE	CITRUS LIMON	LEMON	3	RETAIN
19	1353	NON-PROTECTED	ON-SITE	CAMELLIA SP.	CAMELLIA	3	REMOVE
20	1356	NON-PROTECTED	ON-SITE	ACER PALMATUM	JAPANESE MAPLE	3	RETAIN
21	1360	NON-PROTECTED	ON-SITE	ACER PALMATUM	JAPANESE MAPLE	3	REMOVE
22	N/A	NON-PROTECTED	ON-SITE	STUMP	STUMP	10	REMOVE



**CONSTRUCTION NOTES**

- LOCAL CODES AND ORDINANCES:** WORK SHALL CONFORM TO ALL LOCAL CODES, ORDINANCES, AND REQUIREMENTS, INCLUDING FEDERAL ACCESSIBILITY GUIDELINES. NOTHING IN THE CONTRACT DOCUMENTS SHALL BE CONSTRUED AS AN EXEMPTION TO APPLICABLE CODES OR OTHER JURISDICTIONAL REQUIREMENTS.
- UTILITIES:** CONTACT COMMON GROUND ALLIANCE (C.G.A.) AT 811, AT LEAST TWO WORKING DAYS IN ADVANCE OF WORK (PER CA GOV. CODE 4216). THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, WHETHER SHOWN OR NOT, AND SHALL PAY FOR ANY REPAIRS REQUIRED DUE TO THE CONTRACTOR'S OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.
- DISCREPANCIES:** NOTIFY DISTRICT'S REPRESENTATIVE OF ANY VARIATIONS BETWEEN THE CONTRACT DOCUMENTS AND FIELD CONDITIONS. DO NOT PROCEED WHERE DIFFERENCES EXIST THAT WOULD AFFECT THE WORK. ALL ADJUSTMENTS DUE TO FIELD CONDITIONS MUST BE APPROVED BY THE DISTRICT'S REPRESENTATIVE PRIOR TO CONTINUING.
- LAYOUT NOTES:** THE WRITTEN DIMENSION SUPERCEDES SCALED OR GRAPHIC DENOTATION. DIMENSIONS ARE BETWEEN PARALLEL OR PERPENDICULAR POINTS UNLESS NOTED OTHERWISE. DIMENSIONS ARE TO CENTERLINE OR FACE OF MASONRY, CONCRETE, OR FRAMING SUBSTRATE FINISH SURFACES, UNLESS NOTED OTHERWISE.
- COORDINATION:** CONTRACTOR SHALL COORDINATE WORK BETWEEN TRADES. ALL REQUIRED SLEEVING SHALL BE COORDINATED WITH SITE WORK, INCLUDING OTHER UNDERGROUND UTILITIES, CURBS, AND CONCRETE.
- VERTICAL WORK:** ALL VERTICAL CONSTRUCTION SHALL BE INSTALLED TRUE AND PLUMB. ALL UNIT COURSING AND TOPS OF WALLS, FENCES, ETC. SHALL BE LEVEL UNLESS NOTED OTHERWISE. ALL CURVES SHALL BE CONTINUOUS AND EVEN, WITH NO BREAKS OR ANGLES AT POINTS OF TANGENCY OR FORMWORK JOINTING.
- LEAD TIME:** SPECIFIED MATERIALS MAY REQUIRE A SIGNIFICANT LEAD TIME. CONTRACTOR IS SOLELY RESPONSIBLE TO LEAD TIMES AND TO PROVIDE SUBMITTALS, AND ORDER MATERIAL, AND ENSURE DELIVERY TO THE JOB SITE TO ALLOW TIMELY PROGRESSION OF WORK.
- EXISTING WORK:** WHERE NEW CONSTRUCTION ADJUTS EXISTING WORK, ALL EXISTING WORK SHALL BE PROTECTED. CONTRACTOR SHALL REPLACE ANY DAMAGED EXISTING WORK AT NO ADDITIONAL EXPENSE TO THE OWNER. ALL NEW WORK WILL CONFORM TO EXISTING WORK, INCLUDING FLATWORK JOINTS, ELEVATIONS, COLOR, AND FINISH.
- FENCING:** FENCE LOCATIONS SHOWN ARE DIAGRAMMATIC AND FINAL LOCATIONS ARE TO BE COORDINATED IN THE FIELD BY THE LANDSCAPE CONTRACTOR.
- ADDITIONAL NOTES:** SEE SHEET L1.2 FOR CONSTRUCTION DETAILS.



CLIENT: THOMAS JAMES HOMES 1800 TREAT BLVD. WALNUT CREEK CALIFORNIA (925) 849-1824

811

LANDSCAPE ARCHITECT Lic. No. 3402 State of California

VAN DORN ABED LANDSCAPE ARCHITECTS, INC. 2500 SAN JOAQUIN AVENUE, SUITE 200 SAN JOAQUIN, CA 94465

PROJECT NAME: 440 UNIVERSITY DRIVE

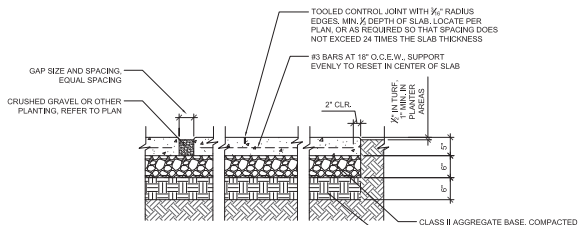
SHEET TITLE: CALLOUT/LAYOUT PLAN

SCALE: 1/8" = 1'-0"

ISSUE DATE: 11/16/22

PROJECT NO: Y2212

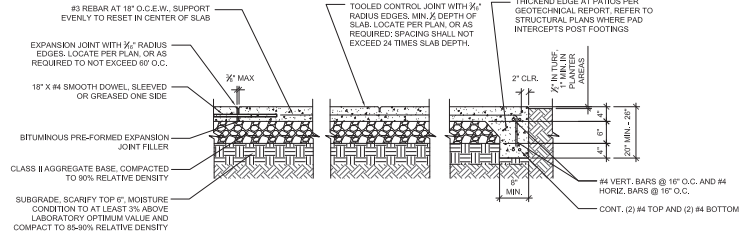
SHEET NO: L1.1



NOTES:

1. CONCRETE PAVERS - STANDARD GRAY CONCRETE WITH ACID ETCH FINISH WITH TOP CAST #01 SURFACE RETARDANT MANUFACTURED BY GRACE PRODUCTS. PAVERS TO BE SPACED EQUALLY AT FRONT YARD - FILL GAP WITH (CRUSHED AGGREGATE) AND AT BACKYARD - FILL GAP WITH PLANTING, SEE SHEET L3.1.
2. PAVEMENT DEPTHS AND REQUIREMENTS HEREIN ARE SUPERCEDED BY THE PROJECT GEOTECHNICAL REPORT AND RECOMMENDATIONS

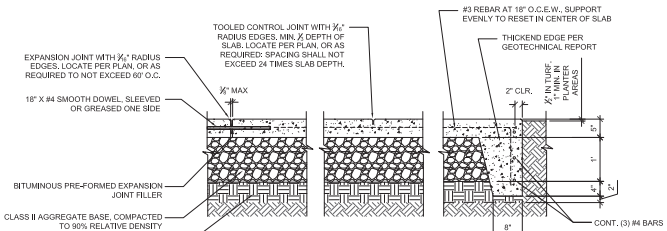
**A CONCRETE PAVERS**  
3/4"-1'-0"



NOTES:

1. CONCRETE PAVING (PEDESTRIAN) - STANDARD GRAY CONCRETE WITH ACID ETCH FINISH WITH TOP CAST #01 SURFACE RETARDANT MANUFACTURED BY GRACE PRODUCTS
2. PAVEMENT DEPTHS AND REQUIREMENTS HEREIN ARE SUPERCEDED BY THE PROJECT GEOTECHNICAL REPORT AND RECOMMENDATIONS

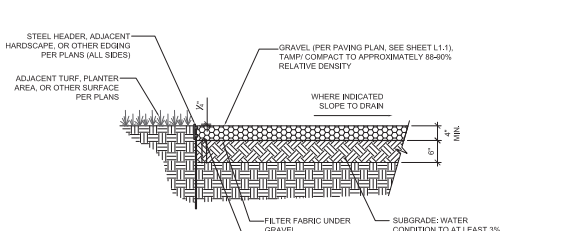
**B CONCRETE PAVING (PEDESTRIAN)**  
3/4"-1'-0"



NOTES:

1. CONCRETE PAVING (VEHICULAR) - STANDARD GRAY CONCRETE WITH ACID ETCH FINISH WITH TOP CAST #01 SURFACE RETARDANT MANUFACTURED BY GRACE PRODUCTS. TOOLED SCORE JOINTS AS SHOWN ON PLANS
2. PAVEMENT DEPTHS AND REQUIREMENTS HEREIN ARE SUPERCEDED BY THE PROJECT GEOTECHNICAL REPORT AND RECOMMENDATIONS

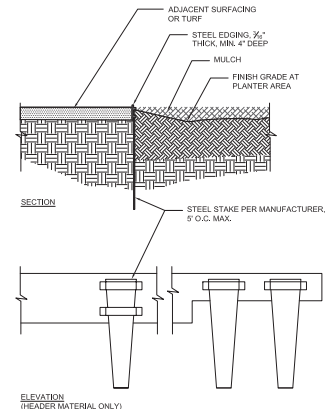
**C CONCRETE PAVING (VEHICULAR)**  
3/4"-1'-0"



NOTES:

1. DECORATIVE GRAVEL - LYNOSO 3/4" CRUSHED AGGREGATE "YOSEMITE TAN", 2" OVER COMPACTED SUBGRADE OVER FILTER FABRIC, WITH 6" GALVANIZED WIRE STAPLES.
2. WITHIN EXISTING TREE CANOPY, OR IN AREAS OF UNDISTURBED SUBGRADING, NO COMPACTION NEEDED.

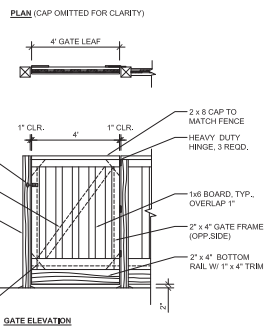
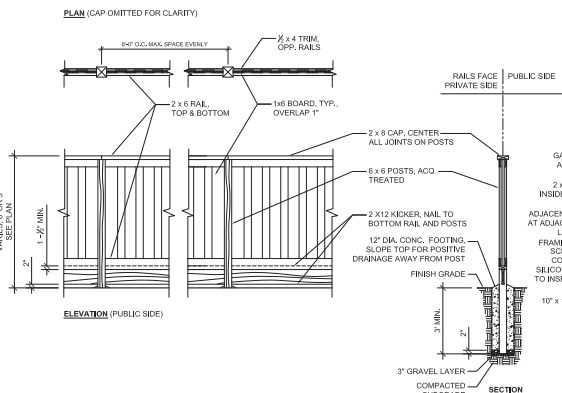
**D CRUSHED GRAVEL (PEDESTRIAN)**  
3/4"-1'-0"



NOTE:

1. BLACK ENAMEL PAINTED FINISH, TYP. U.N.O.

**E STEEL HEADER**  
3/4"-1'-0"



NOTES:

1. ALL FASTENERS SHALL BE GALVANIZED.
2. ALL WOOD SHALL BE CONSTRUCTION COMMON REDWOOD OR BETTER, U.N.O.
3. STEP FENCE AT POSTS, FOR GRADES 1% (17%) OR GREATER, SLOPE PANELS WITH GRADE.
4. STAIN T.H PROPERTY SIDE OF FENCE WITH SEMI-TRANSPARENT EXTERIOR STAIN, COLOR PER BUILDER, SEE COLOR SAMPLES.
5. FINAL STAIN COLOR TO BE SELECTED BY OWNER.

**F SIDYARD FENCE WITH GATE**  
3/8"-1'-0"

CLIENT: THOMAS JAMES HOMES 1800 TREAT BLVD, WAXBURG CALIFORNIA (800) 848-1824

811

LANDSCAPE ARCHITECT

STATE OF CALIFORNIA

VAN DORN ABED LANDSCAPE ARCHITECTS, INC. 5000 VAN DORN DRIVE, SUITE 100, WAXBURG, CA 95758

PROJECT MANAGER: JIN LI

DESIGNED BY: JIN LI

CHECKED BY: JIN LI

SCALE: AS NOTED

ISSUE DATE: 11/18/22

PROJECT NO: Y2212

SHEET NO: L1.2

CONSTRUCTION DRAWINGS

440 UNIVERSITY DRIVE

MERLO PARK

BRANNING TITLE

CONSTRUCTION DRAWINGS

**CITY OF MENLO PARK WATER EFFICIENT LANDSCAPE ORDINANCE (WELO) COMPLIANCE:**

THIS LANDSCAPE PLANTING AND IRRIGATION DESIGN IS UTILIZING:

**PRESCRIPTIVE OPTION A:**

- FOR RESIDENTIAL PROJECTS IMPACTING 22,500 SF OF LANDSCAPE
- TOTAL TURF MUST BE 25% OR LESS OF TOTAL DISTURBED LANDSCAPE AREA
- REMAINING 75% OF PROPOSED PLANTING MUST BE OF LOW WATER SPECIES (AVERAGE WUCOLS' 0.3)

SEE CHART BELOW FOR THE LANDSCAPE AREA CHART.

**LANDSCAPE AREA CHART:**

LOW (88.5%) & MEDIUM (11.5%) WATER USE TREE, SHRUB, GROUND COVER & VINES:	1,749 SF
HIGH WATER USE TURF:	324 SF
TOTAL LANDSCAPE AREA:	2,073 SF
PERCENT TURF: 324 / 2073:	15.6% TURF

TOTAL LANDSCAPE AREA IS LESS THAN 2,500 SF & TURF AREA IS LESS THAN 25% OF TOTAL LANDSCAPE AREA. LANDSCAPE COMPLIES WITH PRESCRIPTIVE OPTION A.

**LANDSCAPE DESIGN INTENT STATEMENT:**

THE PLANTING AND IRRIGATION HAS BEEN DESIGNED FOR MAXIMUM EFFICIENCY AND WATER CONSERVATION:

- SMART E.T. WEATHER BASED IRRIGATION CONTROLLER WITH AUTOMATIC WATER SCHEDULE ADJUSTMENTS DAILY BASED UPON LOCAL SITE CLIMATIC CONDITIONS.
- RAIN SHUTOFF DEVICE.
- LOW VOLUME DRIP EMITTERS AT TREE, SHRUB AND GROUND COVER PLANTING AREAS.
- ALL TREE, SHRUB AND GROUND COVER AREAS PLANTING AREAS UTILIZE 75% OR MORE LOW WATER USE PLANT MATERIALS FOR PRESCRIPTIVE OPTION A WELO COMPLIANCE.
- SEPARATE HYDROZONE VALVE CIRCUITS FOR SUN AND PART SHADE AREAS.
- HIGH WATER USE TURF AREA IS LESS THAN 25% OF THE LANDSCAPE AREA.
- THE LANDSCAPE PLANTING AND IRRIGATION SYSTEM COMPLIES WITH THE CITY'S WATER EFFICIENT LANDSCAPE ORDINANCE (WELO).

**CITY OF MENLO PARK WATER EFFICIENT LANDSCAPE ORDINANCE (WELO) CHECKLIST:**

City of Menlo Park - Water Efficient Landscape Ordinance (WELO) Landscape Application Checklist			Project No.
Verify that the subject property meets all applicable requirements of the Public Garden Plan or amendments to Ordinance 22.1.A.B.C.D. & VAN DORN ABED	Y/N	2212	
Project Information			
Project Name	440 UNIVERSITY DRIVE		
Project Address	440 UNIVERSITY DRIVE		
Project City	MENLO PARK		
Project Date	11/16/22		
Project Engineer	THOMAS JAMES HOMES		
Project Phone	650-249-1234		
Project Email	THOMAS.HOMES@VAN-DORN.COM		
Project Location	440 UNIVERSITY DRIVE		
Project Area	2,073 SF		
Project Turf Area	324 SF		
Project Water Use	0.3		
Project Compliance	Compliant		
Compliance (Group One)			
Water Use	Compliant		
Water Use - Turf	Compliant		
Water Use - Other	Compliant		
Water Use - Total	Compliant		
Water Use - Average	Compliant		
Water Use - Maximum	Compliant		
Water Use - Minimum	Compliant		
Water Use - Standard Deviation	Compliant		
Water Use - Variance	Compliant		
Water Use - Coefficient of Variation	Compliant		
Water Use - Standard Error	Compliant		
Water Use - Confidence Interval	Compliant		
Water Use - Hypothesis Test	Compliant		
Water Use - P-Value	Compliant		
Water Use - Significance Level	Compliant		
Water Use - Test Statistic	Compliant		
Water Use - Critical Value	Compliant		
Water Use - Decision Rule	Compliant		
Water Use - Conclusion	Compliant		
Water Use - Assumptions	Compliant		
Water Use - Limitations	Compliant		
Water Use - Recommendations	Compliant		
Water Use - References	Compliant		
Water Use - Acknowledgments	Compliant		
Water Use - Appendix	Compliant		
Water Use - Bibliography	Compliant		
Water Use - Glossary	Compliant		
Water Use - Index	Compliant		

City of Menlo Park - Water Efficient Landscape Ordinance (WELO) Checklist			Project No.
Water Use	Compliant		
Water Use - Turf	Compliant		
Water Use - Other	Compliant		
Water Use - Total	Compliant		
Water Use - Average	Compliant		
Water Use - Maximum	Compliant		
Water Use - Minimum	Compliant		
Water Use - Standard Deviation	Compliant		
Water Use - Variance	Compliant		
Water Use - Coefficient of Variation	Compliant		
Water Use - Standard Error	Compliant		
Water Use - Confidence Interval	Compliant		
Water Use - Hypothesis Test	Compliant		
Water Use - P-Value	Compliant		
Water Use - Significance Level	Compliant		
Water Use - Test Statistic	Compliant		
Water Use - Critical Value	Compliant		
Water Use - Decision Rule	Compliant		
Water Use - Conclusion	Compliant		
Water Use - Assumptions	Compliant		
Water Use - Limitations	Compliant		
Water Use - Recommendations	Compliant		
Water Use - References	Compliant		
Water Use - Acknowledgments	Compliant		
Water Use - Appendix	Compliant		
Water Use - Bibliography	Compliant		
Water Use - Glossary	Compliant		
Water Use - Index	Compliant		

**GENERAL NOTES:**

- THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, ETC., SHOWN WITHIN PAVED AREAS ARE FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS WHERE POSSIBLE, UNLESS OTHERWISE NOTED. AVOID ANY CONFLICTS BETWEEN THE IRRIGATION SYSTEM, PLANTING AND ARCHITECTURAL FEATURES. LOCATE TURF AREA REMOTE CONTROL VALVE(S) IN SHRUB PLANTING AREAS - DO NOT LOCATE IN TURF AREAS OR BIOSWALE/BIORETENTION AREAS.
- CONTRACTOR SHALL VERIFY P.O.C. METER SIZE AND PRESSURE ON-SITE PRIOR TO BEGINNING WORK. SEE IRRIGATION NOTES FOR TEST REQUIREMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CORRECTIVE MEASURES REQUIRED TO IRRIGATION SYSTEM AT NO ADDITIONAL COST TO THE OWNER. IF IRRIGATION SYSTEM IS INSTALLED WITHOUT REQUIRED TESTS, AND DISCREPANCIES IN PRESSURE AND P.O.C. METER SIZE ARE DISCOVERED THAT PREVENT THE IRRIGATION SYSTEM FROM FUNCTIONING CORRECTLY.

**WATER PRESSURE AT P.O.C. NOTES:**

- CONTRACTOR SHALL VERIFY WATER PRESSURE ON SITE. IF PRESSURE IS 65 PSI OR HIGHER AT P.O.C., CONTRACTOR SHALL INSTALL A PRESSURE REDUCER AT THE IRRIGATION SYSTEM POINT OF CONNECTION (P.O.C.), AND SET PRESSURE REDUCER TO 55 PSI. PRESSURE REDUCER SHALL BE WILKINS LEAD FREE 500XL-YSBR (INCLUDES PRESSURE REDUCER & FILTER), LINE SIZE. SEE IRRIGATION DETAILS.
- IF PRESSURE IS LESS THAN 65 PSI OMIT PRESSURE REDUCER.
- IF PRESSURE IS LESS THAN 50 PSI NOTIFY OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT FOR CORRECTIVE MEASURES.

**SLEEVE & CONDUIT NOTES:**

FOR DESIGN CLARITY DUO TO THE SCALE OF THE DRAWINGS, NOT ALL SLEEVES MAY BE SHOWN IN THE SMALLER AREAS OF THE SITE. FIELD CONDITIONS MAY ALSO VARY, AND MORE SLEEVES MAY BE REQUIRED THAN WHAT IS SHOWN ON THE DRAWINGS. CONTRACTOR SHALL VERIFY FIELD CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR INSTALLING SLEEVES AT ALL PIPES AND CONTROL WIRES CROSSING UNDER PAVED AREAS.

- SLEEVE AND CONDUIT DEPTHS SHALL BE AS FOLLOWS: 24" MIN. BURY. UNDER PEDESTRIAN PAVING & 36" MIN. BURY UNDER VEHICULAR PAVING.
- WHERE LATERAL LINES WITH SLEEVES CROSS ROADS OR DRIVEWAYS, CONTRACTOR SHALL INSTALL ONE SPARE 4" CLASS SCH.40 PVC SLEEVE.
- WHERE MAIN LINES WITH SLEEVES CROSS ROADS OR DRIVEWAYS, CONTRACTOR SHALL INSTALL ONE SPARE 6" SCH.40 PVC SLEEVE.
- WHERE LOW VOLTAGE CONTROL WIRES CROSS UNDER PAVED AREAS, INSTALL IN SCH.40 CONDUIT. CONDUIT SIZE SHALL BE 1" OR LARGER SO WIRES CAN BE EASILY PULLED THROUGH CONDUIT.
- COORDINATE WITH OTHER TRADES FOR ALL SLEEVING, ETC.

**ATMOSPHERIC VACUUM BREAKER REMOTE CONTROL VALVE NOTES:**

- ATMOSPHERIC VACUUM BREAKER (AVB) REMOTE CONTROL VALVES MUST BE INSTALLED IN A LOCATION SO THAT THEY ARE 12" MINIMUM ABOVE THE HIGHEST ELEVATION SPRINKLER/EMITTER HEAD IN EACH YARDS IRRIGATION SYSTEM.
- CONTRACTOR SHALL FIELD VERIFY LOCATION OF HIGHEST SPRINKLER/EMITTER HEAD(S) AND INSTALL THE RCV'S AT A LOCATION WHERE THEY WILL BE 12" MINIMUM ABOVE THE HIGHEST ELEVATION SPRINKLER/EMITTER HEAD IN THE IRRIGATION SYSTEM. THIS INCLUDES LOCATING RCV'S AT THE TOP OF SLOPE AREAS ADJACENT TO FENCES, LOCATING RCV'S AT A HIGHER LOCATION/PAVED ELEVATIONS IN THE REAR YARDS. DO NOT LOCATE RCV'S IN THE MIDDLE OF OPEN AREAS - LOCATE THEM ADJACENT TO FENCES, WALLS, HOUSE, ETC. DO NOT LOCATE RCV MORE THAN 24' ABOVE FINISH GRADE.
- THE RCV LOCATIONS INDICATED ON THE IRRIGATION PLANS ARE DIAGRAMMATIC/APPROXIMATE ONLY. CONTRACTOR SHALL FIELD VERIFY CORRECT INSTALLATION LOCATIONS AS NOTED ABOVE.
- RVC'S THAT ARE NOT INSTALLED 12" ABOVE THE HIGHEST ELEVATION SPRINKLER/EMITTER HEAD IN THE IRRIGATION SYSTEM WILL NOT BE ACCEPTED. SEE IRRIGATION DETAILS.

**SPECIAL REQUIREMENTS AT EXISTING TREE NOTES:**

- IF EXISTING TREES ARE PRESENT, ALL UNDERGROUND IRRIGATION LINES SHALL BE ROUTED OUTSIDE THE DRIP LINES WHERE POSSIBLE.
- IF UNDERGROUND IRRIGATION LINES MUST TRAVERSE THROUGH THE DRIP LINE AREA, LOCATION OF IRRIGATION LINES SHALL BE REVIEWED WITH PROJECT ARBORIST AND MODIFIED AS NEEDED PRIOR TO INSTALLATION. WHEN LINES ARE PROPOSED WITHIN A DISTANCE FROM THE TRUNKS OF FIVE (5) TIMES THEIR DIAMETER, THE PROJECT ARBORIST MAY RECOMMEND THAT A PNEUMATIC AIR DEVICE IS USED TO EXCAVATE THE TRENCH.

**IRRIGATION CONTROLLER NOTES:**

- CONTRACTOR SHALL CREATE THE BASELINE PROGRAM, AND CREATE A SEPARATE PROGRAM FOR THE PLANT ESTABLISHMENT PERIOD.
- IRRIGATION CONTROLLER IS AN ET WEATHER BASED SMART CONTROLLER THAT UTILIZES BASELINE PROGRAM AND ADJUSTS THE RUN TIME SCHEDULE DAILY BASED UPON LOCAL WEATHER CONDITIONS, FOR MAXIMUM WATER EFFICIENCY.
- CONTRACTOR SHALL SETUP AND PROGRAM HUNTER HYDRAWISE CONTROLLER ACCOUNT AND PROVIDE ACCESS INFORMATION TO OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL PROVIDED OWNER'S REPRESENTATIVE WITH WRITTEN VERIFICATION THE FOLLOWING HAS BEEN DONE:
  - IRRIGATION CONTROLLER IS COMMUNICATION WITH WIRED/WIRELESS RAIN/FREEZE/WEATHER SENSORS,
  - IRRIGATION CONTROLLER IS CONNECTED TO AND OPERATING ALL VALVES CORRECTLY.
  - IRRIGATION CONTROLLER IS COMMUNICATING WITH MASTER VALVE AND FLOW SENSOR AND CORRECT K' VALUES HAVE BEEN UTILIZED TO ENSURE ACCURATE WATER FLOW MEASUREMENTS.
  - NORMALLY CLOSED MASTER VALVE SHALL BE PROGRAMED TO TURN ON WHEN CONTROLLER VALVES OPERATE.
  - IRRIGATION CONTROLLER'S FLOW MONITORING HAS BEEN ENABLED AND PROGRAMMED FOR LEAK DETECTION ALERT NOTIFICATION TO PROPERTY OWNER.

CLIENT: THOMAS JAMES HOMES 1800 TREAT BLVD., WILKINS CREEK CALIFORNIA (650) 249-1234  
 811  
 LANDSCAPE ARCHITECT  
 VAN DORN ABED LANDSCAPE ARCHITECTS, INC. 500 UNIVERSITY DRIVE, SUITE 200, MENLO PARK, CA 94025  
 PROJECT MANAGER: THOMAS JAMES HOMES  
 PROJECT LOCATION: 440 UNIVERSITY DRIVE, MENLO PARK, CALIFORNIA  
 SHEET TITLE: IRRIGATION NOTES & WELO CHECKLIST  
 SCALE: N/A  
 ISSUE DATE: 11/16/22  
 PROJECT NO.: Y2212  
 SHEET NO.: L2.1

**PLANT SCHEDULE**

TREES	CODE	BOTANICAL NAME	COMMON NAME	CONT.	QTY	REMARKS	
	CER WES	CERCIS OCCIDENTALIS	WESTERN REDBUD	24"BOX	1	WUCOLS (L), 10'-20" (H) X 10'-15" (W)	
	KOE BIP	KOELREUTERIA BIFINNATA	CHINESE FLAME TREE	24"BOX	1	WUCOLS (M), 20'-40" (H) X 20'-40" (W)	
	LAG M27	LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	24"BOX	1	WUCOLS (L), 15'-20" (H) X 15" (W)	
	ZEL MUS	ZELKOVA SERRATA 'MUSASHINO'	MUSASHINO JAPANESE ZELKOVA	24"BOX	2	WUCOLS (M), 40" (H) X 15" (W)	
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	CONT.	QTY	REMARKS	
	AGA BLF	AGAVE X 'BLUE FLAME'	BLUE FLAME AGAVE	5 GAL	10	WUCOLS (L), 2'-3" (H) X 3" (W)	
	ANI YEL	ANIGOZANTHOS X 'YELLOW GEM'	YELLOW GEM KANGAROO PAW	5 GAL	6	WUCOLS (L), 4'-5" (H) X 1'-2" (W)	
	DIA FIR	DIANELLA REVOLUTA 'LITTLE REV'	LITTLE REV FLAX LILY	5 GAL	16	WUCOLS (L), 2'-4" (H) X 1'-2" (W)	
	DIE VEG	DIETES VEGETA	AFRICAN IRIS	15 GAL	29	WUCOLS (L), 3" (H) X 3" (W)	
	FES MAI	FESTUCA MAIREI	ATLAS FESCUE	5 GAL	21	WUCOLS (L), 2'-3" (H) X 2'-3" (W)	
	FES OVI	FESTUCA OVINA GLAUCA 'ELIJAH BLUE'	BLUE FESCUE	5 GAL	22	WUCOLS (L), 1" (H) X 1.5" (W)	
	HES PAR	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL	6	WUCOLS (L), 3'-4" (H) X 4'-5" (W)	
	LEU SAF	LEUCADENDRON X 'SAFARI SUNSET'	SAFARI SUNSET CONEBUSH	15 GAL	3	WUCOLS (L), 8'-10" (H) X 6'-8" (W)	
	LIR GIG	LIRIOPE GIGANTEA	GIANT LIRIOPE	5 GAL	13	WUCOLS (M), 1.5'-3" (H) X 1.5'-4" (W)	
	LOM IRA	LOMANDRA LONGIFOLIA 'BREEZE' TM	BREEZE MAT RUSH	5 GAL	10	WUCOLS (L), 2'-3" (H) X 2'-4" (W)	
	PEN BUN	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'	LITTLE BUNNY FOUNTAIN GRASS	5 GAL	11	WUCOLS (L), 1'-2" (H) X 1'-2" (W)	
	PHO WAV	PHORMIUM X 'YELLOW WAVE'	YELLOW WAVE NEW ZEALAND FLAX	5 GAL	23	WUCOLS (L), 3'-4" (H) X 3'-4" (W)	
	PIT WHE	PITTOSPORUM TOBRIA 'DWARF VARIEGATA'	WHEELER'S DWARF MOCK ORANGE	5 GAL	20	WUCOLS (L), 2'-3" (H) X 2'-3" (W)	
VINE/ESPALIER	CODE	BOTANICAL NAME	COMMON NAME	CONT.	QTY	REMARKS	
	GEL CAR	GELSEMIUM SEMPERVIRENS	JESSAMINE ESPALIER	5 GAL	3	WUCOLS (L), SPREADING	
GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME	CONT.	SPACING	QTY	REMARKS
	DYM MAR	DYMONDIA MARGARETAE	SILVER CARPET DYMONDIA	FLATS	4" o.c.	42 SF	WUCOLS (L), SPRINGS - FALTTED AT 4" O.C.
	TUR BLU	TURF	90% DWARF FESCUE/ 10% KENTUCKY BLUE	SOD		324 SF	WUCOLS (H)

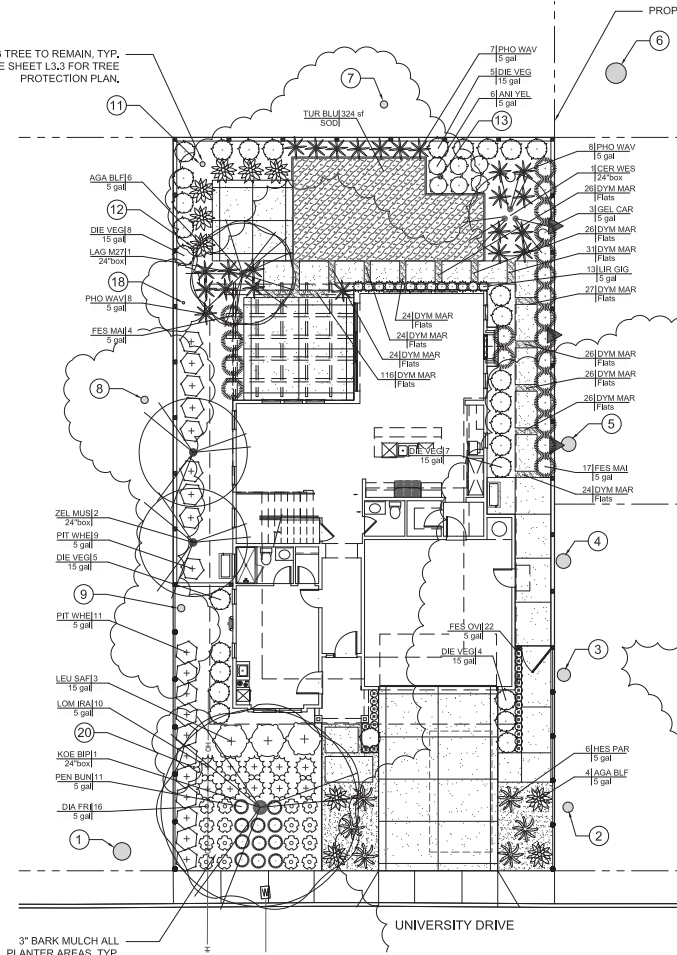
**LEGEND**

**TREE NUMBER**

1 EXISTING TREES TO REMAIN, SEE TREE PROTECTION PLAN & NOTES ON SHEET L3.3

EXISTING TREE TO REMAIN, TYP. SEE SHEET L3.3 FOR TREE PROTECTION PLAN.

PROPERTY LINE, TYP.



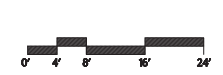
3" BARK MULCH ALL PLANTER AREAS, TYP.

**NOTES:**

- SEE SHEET L3.2 FOR PLANTING DETAILS AND L3.3 FOR TREE PROTECTION PLAN
- SEE SHEET L2.1 FOR LANDSCAPE WELO COMPLIANCE AND CHECKLIST

I have complied with the criteria of the Water Efficient Landscape Ordinance and applied them for the efficient use of water in the Landscape Design Plan

*[Signature]* 11/16/22  
SIGNATURE DATE



CLIENT:  
THOMAS JAMES HOWES  
1800 TREAT BLVD.  
WALNUT CREEK  
CALIFORNIA  
(925) 849-1824



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LANDSCAPE ARCHITECT  
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DUBLIN, CA 94568  
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WWW.VANDORNABED.COM

PROJECT MANAGER:  
VAN DORN ABED  
DATE: 11/16/22

PROJECT NAME/LOCATION:  
**440 UNIVERSITY DRIVE**  
MERCLO PARK  
DUBLIN, CA

**LANDSCAPE CONSTRUCTION DRAWINGS**

NO.	DESCRIPTION	BY	DATE

SHEET TITLE:  
**PLANTING PLAN & LEGEND**

SCALE:  
1/8" = 1'-0"

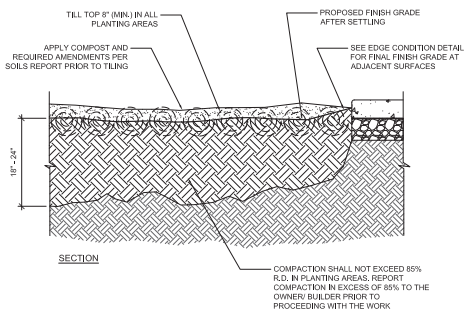
ISSUE DATE:  
11/16/22

PROJECT NO.:

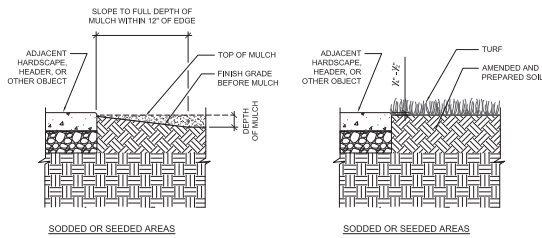
SHEET NO.:

**L3.1**

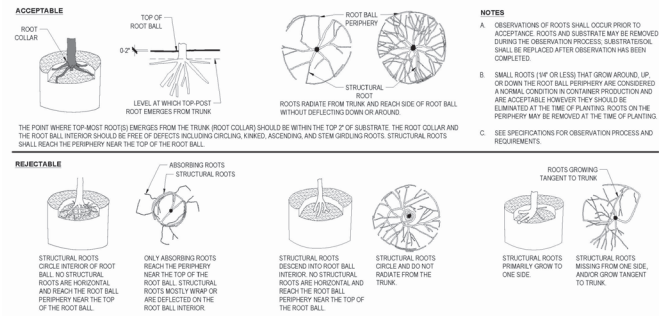




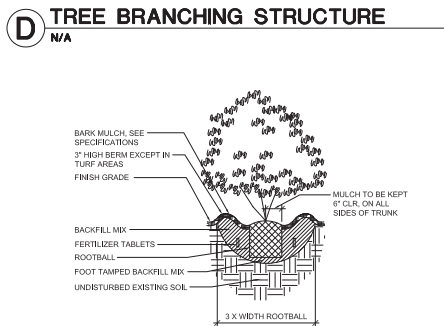
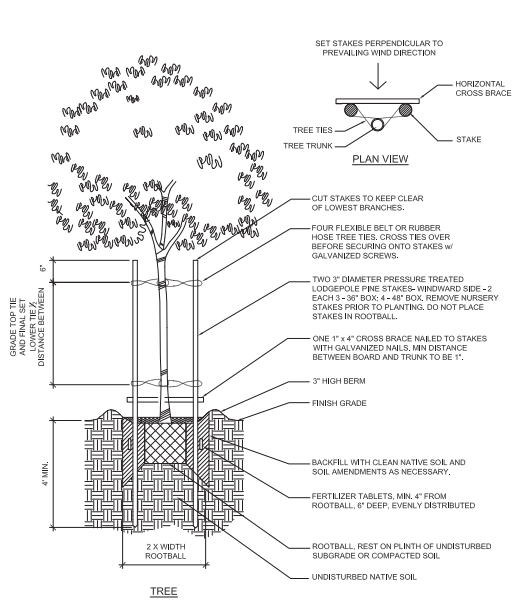
**A PLANTING AREA SOIL PREPARATION**  
3/4"-1'-0"



**B PLANTED AREA EDGE CONDITION AT HARDSCAPE**  
3/4"-1'-0"



**C ROOT STRUCTURE - CONTAINERIZED PLANTS**  
N/A

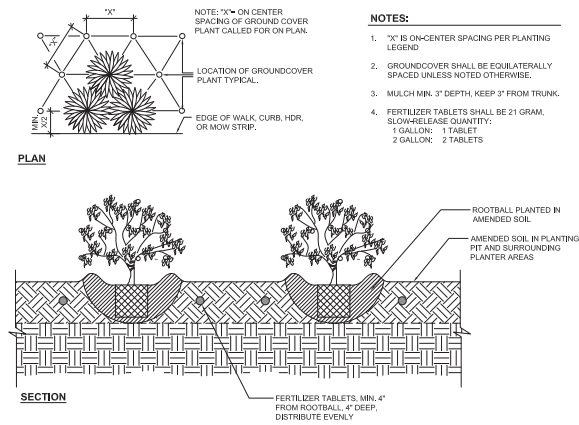


- NOTES:**
1. STAKES TO BE REMOVE WHEN TREE CALIPER IS GREATER THAN STAKE DIAMETER.
  2. PLANT ROOT CROWN SHALL BE 2" ABOVE FINISH GRADE AFTER WATERING AND SETTLING.
  3. TOP OF STAKE TO BE 2" BELOW THE MAIN BRANCHING STRUCTURE OF THE TREE AND SHALL NOT EXTEND INTO THE MAIN BRANCHES.
  4. ADD ORGANIC RECYCLED CHIPPED WOOD MULCH TO A DEPTH OF 2" & 6" MIN. CLEAR OF TREE TRUNK.
  5. PLANTING PIT DIAMETER MIN. 2X DIAMETER OF CONTAINER.
  6. FERTILIZER TABLETS SHALL BE 21 GRAM, SLOW-RELEASE, QUANTITY AS FOLLOWS:  
15 GALLON: 8 TABLETS  
24" BOX: 16 TABLETS  
36" BOX: 20 TABLETS  
48" BOX: 32 TABLETS

- NOTES:**
1. MULCH MIN. 3" DEPTH, KEEP 6" FROM TRUNK.
  2. PLANTING PIT DIAMETER MIN. 2X DIAMETER OF CONTAINER.
  3. PLANT CROWN SHALL BE 1" ABOVE FINISH GRADE FOR SHRUBS AFTER WATERING AND SETTLING.
  4. ONE 2x2 STAKE FOR 5 GAL. SHRUB STANDARDS AND TWO 2x2 STAKES FOR 15 GAL. SHRUB STANDARDS.
  5. LOCATE STAKES AT OUTSIDE EDGE OF ROOTBALL.
  6. SCARIFY SIDES OF PIT.
  7. FERTILIZER TABLETS SHALL BE 21 GRAM, SLOW-RELEASE, QUANTITY AS FOLLOWS:  
1 GALLON: 1 TABLET  
2 GALLON: 2 TABLETS  
5 GALLON: 3 TABLETS  
15 GALLON: 6 TABLETS

**E TREE PLANTING - STANDARD UP TO 36" BOX**  
3/4"-1'-0"

**F SHRUB PLANTING**  
3/4"-1'-0"



**G GROUNDCOVER PLANTING**  
3/4"-1'-0"

CLIENT:  
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STATE OF CALIFORNIA  
LICENSE NO. 12517  
REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT  
STATE OF CALIFORNIA  
LICENSE NO. 3402

PROJECT NAME/LOCATION:  
**440 UNIVERSITY DRIVE**  
MELRO PARK  
DRAWING TITLE:  
**LANDSCAPE CONSTRUCTION DRAWINGS**

NO.	DESCRIPTION	BY	DATE

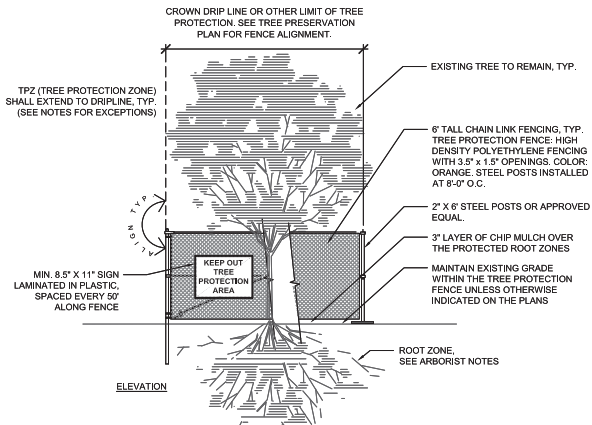
SHEET TITLE:  
**PLANTING DETAILS**

SCALE:  
**AS NOTED**

ISSUE DATE:  
**11/16/22**

PROJECT NO. Y2212

SHEET NO.:  
**L3.2**



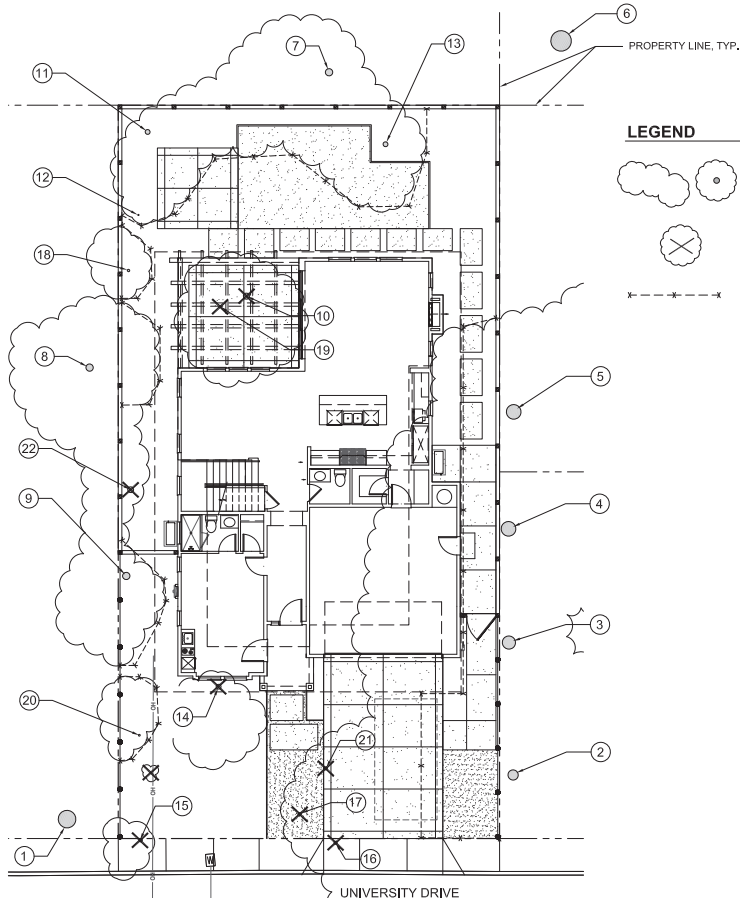
- NOTES:**
- SEE ARBORIST REPORT FOR ADDITIONAL PROTECTION REQUIREMENTS. COMPLY WITH ALL TREE PROTECTION REQUIREMENTS PER JURISDICTION.
  - IRRIGATE AS NEEDED TO MAINTAIN HEALTH OF TREE.
  - KEEP EXPOSED ROOTS MOIST.
  - NO PRUNING SHALL BE PERFORMED EXCEPT UNDER THE DIRECTION OF APPROVED ARBORIST.
  - NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.
  - NO MATERIALS SHALL BE STORED INSIDE FENCE.

**A TREE PROTECTION FENCING**  
N/A

**TREE PROTECTION CHART** NOTE: SEE ARBORIST REPORT FOR ADDITIONAL INFORMATION

TREE #	TAG #	STATUS	LOCATION	SCIENTIFIC NAME	COMMON NAME	DBH (in)	ACTION
1	1340	HERITAGE	OFF-SITE	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	30	RETAIN
2	1341	HERITAGE	OFF-SITE	LIQUIDAMBAR	SWEET GUM	15	RETAIN
3	1342	HERITAGE	OFF-SITE	QUERCUS LOBATA	VALLEY OAK	20	RETAIN
4	1343	HERITAGE	OFF-SITE	QUERCUS LOBATA	VALLEY OAK	20	RETAIN
5	1344	HERITAGE	OFF-SITE	QUERCUS LOBATA	VALLEY OAK	25	RETAIN
6	1345	HERITAGE	OFF-SITE	CEDRUS DEODARA	DEODAR CEDAR	35	RETAIN
7	1346	NON-PROTECTED	OFF-SITE	FICUS CARICA	FIG	10	RETAIN
8	1347	NON-PROTECTED	OFF-SITE	DIOSPYROS VIRGIN	PERSIMMON	8	RETAIN
9	1348	NON-PROTECTED	ON-SITE	PITTOSPORUM TOBIRA	SWEET TOBIRA	10	RETAIN
10	1349	NON-PROTECTED	ON-SITE	ACER PALMATUM	JAPANESE MAPLE	9	REMOVE
11	1350	NON-PROTECTED	ON-SITE	CINNAMOMUM CAMPHORA	CAMPHOR	8	RETAIN
12	1352	NON-PROTECTED	ON-SITE	LYCIANTHES RANTONNETII	POTATO BUSH	6	RETAIN
13	1354	NON-PROTECTED	ON-SITE	CITRUS LIMON	LEMON	9	RETAIN
14	1355	NON-PROTECTED	ON-SITE	ARBUTUS UNEDO	STRAWBERRY	9	REMOVE
15	1357	NON-PROTECTED	ON-SITE	PRUNUS CERASIFERA	PURPLE LEAF PLUM	5	REMOVE
16	1358	NON-PROTECTED	ON-SITE	PRUNUS CERASIFERA	PURPLE LEAF PLUM	4	REMOVE
17	1359	NON-PROTECTED	ON-SITE	LAGERSTROEMIA INDICA	CRAPE MYRTLE	4	REMOVE
18	1351	NON-PROTECTED	ON-SITE	CITRUS LIMON	LEMON	3	RETAIN
19	1353	NON-PROTECTED	ON-SITE	CAMELLIA SP.	CAMELLIA	3	REMOVE
20	1356	NON-PROTECTED	ON-SITE	ACER PALMATUM	JAPANESE MAPLE	3	RETAIN
21	1360	NON-PROTECTED	ON-SITE	ACER PALMATUM	JAPANESE MAPLE	3	REMOVE
22	N/A	NON-PROTECTED	ON-SITE	STUMP	STUMP	10	REMOVE

- NOTES**
- REFER TO THE ARBORIST REPORT "PRELIMINARY ARBORIST REPORT AND TREE INVENTORY: 440 UNIVERSITY DRIVE, MENLO PARK, CALIFORNIA" PREPARED BY CALIFORNIA TREE AND LANDSCAPE CONSULTING, INC. DATED JUNE 22, 2022 FOR FULL DETAILS AND TREE PROTECTION MEASURES.
  - TREES AND SHRUBS NOT IDENTIFIED WITHIN THE REPORT, BUT AS PART OF THE TOPOGRAPHICAL SURVEY, ARE INCLUDED FOR REFERENCE ONLY.
  - PROTECT ALL EXISTING ITEMS NOTED TO REMAIN OR OTHERWISE UNLABELLED.
  - EXISTING TREES TO REMAIN UNLESS NOTED OTHERWISE. DO NOT STOCKPILE, DRIVE OVER, OR OTHERWISE DISTURB SOIL UNDER DRIP LINES OF EXISTING TREES, EXCEPT AS REQUIRED FOR PLANTING OPERATIONS.
  - USE HAND TOOLS ONLY FOR SOIL CULTIVATION UNDER DRIP LINES OF EXISTING TREES TO REMAIN.
  - TREES NOTED TO BE REMOVED SHALL BE COMPLETELY REMOVED, INCLUDING STUMP AND ROOT MASS. REFER TO ARBORIST REPORT FOR INSTRUCTIONS ON REMOVING TREE STUMPS WITHIN PROTECTED TREE ROOT ZONES.
  - NO ROOTS OVER 2" IN DIAMETER SHALL BE CUT EXCEPT UNDER THE DIRECTION OF AN ARBORIST. ALL CUT ROOTS SHALL BE COVERED WITH BURLAP OR STRAW AND SHALL REMAIN MOIST UNTIL RE-BURIED IN SOIL.
  - CALL COMMON GROUND ALLIANCE (811) AT LEAST TWO WORKING DAYS PRIOR TO BEGINNING WORK. CONTRACTOR IS RESPONSIBLE TO PROTECT FOR ALL EXISTING UTILITIES. SEE GENERAL NOTES, SHEET L1.1, FOR MORE INFORMATION.

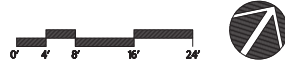


**LEGEND**

- EXISTING TREE CANOPY, TYP.
- TREES TO BE REMOVE, TYP.
- TREE PROTECTION FENCING; REFER TO ARBORIST REPORT

I have complied with the criteria of the Water Efficient Landscape Ordinance and applied them for the efficient use of water in the Landscape Design Plan

11/16/22  
SIGNATURE DATE



CLIENT:  
THOMAS JAMES HOMES  
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WWW.VANDORNABED.COM

PROJECT MANAGER:  
DESIGNED BY:  
CHECKED BY:

PROJECT NAME/LOCATION:  
**440 UNIVERSITY DRIVE**  
MENLO PARK  
DRAWING TITLE:  
**LANDSCAPE CONSTRUCTION DRAWINGS**

NO.	DESCRIPTION	BY	DATE

SHEET TITLE:  
**TREE PROTECTION PLAN & NOTES**

SCALE:  
1/8" = 1'-0"

ISSUE DATE:  
11/16/22

PROJECT NO. Y2212

SHEET NO.:  
**L3.3**



**THOMAS JAMES HOMES**  
255 Shoreline Dr Suite 428,  
Redwood City, CA 94065

440 University Drive  
Project Description  
November 11, 2022

#### PARCEL GENERAL INFORMATION

The parcel located at 440 University Drive is a substandard lot, which is the reason a Use Permit is required for the proposed two-story residence. The R-1-U zoning ordinance requires a minimum of 7,000 sq ft in area, 65 ft in width and 100ft in depth. The depth complies with the zoning ordinance; however, the lot area of 5200sf and width of 52ft is less than the required.

There are 22 trees analyzed including 6 Heritage trees and 2 non protected trees offsite and 14 non protected trees onsite. 8 of the 14 non protected trees are proposed to be removed. 5 new trees are proposed onsite: 1-36" Box Chitalpa at the front; 1- 24" Box Crape Myrtle and 1- 24" Box Western Redbud at the rear; and 2-24"box Japanese Zelkovas at the left side. Tree protection will be provided for the trees to remain during construction through fencing as well as construction methods to save the trees from being impacted.

#### EXISTING HOME TO BE DEMOLISHED

The existing house is a one story single-family minimal traditional home built in 1940. The home is 1130sf including a 260sf garage.

#### PROPOSED SINGLE FAMILY RESIDENCE

The parcel's block typically consists of homes facing either College Avenue or Middle Avenue. The corner lots have been merged with their adjacent lots and then subdivided into 3 parcels that are reoriented to face the cross-street of University Drive. The parcels maintain a 50ft width yet are smaller in depth in comparison to the original lots. The homes on these parcels have L shaped footprints to create private rear outdoor spaces. In the immediate context along University Drive, the neighborhood consists of both 2-story and 1-story residences of varying styles including Traditional, Transitional, and Spanish. Main design features include horizontal siding, stucco, brick/stone accents, gable/shed roofs of either metal, comp shingle or S-tile materials, decorative shutters, and bay windows. Porches with columns define some of the entries creating inviting front elevations. Multiple 2-car garage configurations are found including recessed, side facing and front facing.

Continuing the 2-story evolution and using the patterns and aesthetics found in the neighborhood, the new home proposed is a 2-story single family Traditional style residence featuring 3beds/3.5 baths and a 1bed/1bath attached ADU to appeal to families. A combination of horizontal siding and brick are used on the first floor with a smooth panel bay window treatment at the front living space. Square columns and a gable roof form distinguishes the front porch and offers a more traditional aesthetic. The second-floor massing steps back from the first story to reduce appearance from the street and provide relief along the right and left edges. A front gable provides interest and echoes the surrounding gable/shed roof forms in the neighborhood. A front facing 2-car garage and 2 off street

**THE RIGHT HOME. RIGHT WHERE YOU WANT IT.**  
255 Shoreline Drive, Suite 428, Redwood City, CA 94065



**THOMAS JAMES HOMES**  
255 Shoreline Dr Suite 428,  
Redwood City, CA 94065

parking spaces are provided. The garage is slightly setback from the main living space to be less prominent. The footprint of the home aligns with the adjacent homes as it uses a similar L shape form stepping back on the left side to create usable private yard space.

A light color palette is proposed to blend well with the neighborhood using an off white for the horizontal siding and a matching brick to provide a warm texture change. Minimalist windows with black window frames compliment the dark accent color for the garage, front door and shingle roof.

## NEIGHBOR RELATIONS

Thomas James Homes has reached out to neighbors within 300-ft. of this property with a copy of the site plan, floor plan, elevations and a letter addressing our project. A virtual neighbor meeting was held on October 5, 2022 to collect feedback from the immediate neighbors. In addition to mailing notices, we have coordinated with two neighbors who attended the meeting and have reached out with concerns. Please see below for a summary of responses to neighbor concerns.

### Neighbor at 444 University (left adjacent neighbor)

**Concerns:** 1) Requested more information on traffic management during construction and results on the asbestos report for demolition of the existing home. 2) Concerned if there was going to be a sidewalk installed at the property to continue the existing sidewalk.

**Response:** Thomas James Homes responded to the neighbor via email on 11/3/22 to follow up with requested information regarding traffic management and the asbestos report. We also confirmed the Engineering Department does indeed require a new sidewalk on the property and are proposing that improvement in our plans.

### Neighbor at 883 Middle Avenue (Rear neighbor)

**Concerns:** 1) Interested in selling her home to TJH. 2) Requested more information on allowable fence heights. 3) Concerned the house is too close to the rear of the yard and does not desire the two story home close to the shared property line regardless of the compliant setbacks. The Neighbor claims the home and trees will affect/block solar gain.

**Response:** Thomas James Homes responded to the neighbor via phone multiple times and an email on 11/3/22 to follow up with requested information and concerns. We confirmed the proposal is well within the allowable setbacks and allowable height per the City municipal code and guidelines. In addition, the proposed home is 78ft from the main home on the 883 property. See the attached thread for email reference.

We look forward to adding to the charm and sense of community in Menlo Park and welcome any questions the City may have as we go through the Use Permit Application process.

Best,

Anna Felver, Planning Manager at **Thomas James Homes**  
[afelver@tjhusa.com](mailto:afelver@tjhusa.com) | 650. 402.3024

**THE RIGHT HOME. RIGHT WHERE YOU WANT IT.**  
255 Shoreline Drive, Suite 428, Redwood City, CA 94065



<b>LOCATION:</b> 440 University Drive	<b>PROJECT NUMBER:</b> PLN2022-00050	<b>APPLICANT:</b> Thomas James Homes	<b>OWNER:</b> Thomas James Homes
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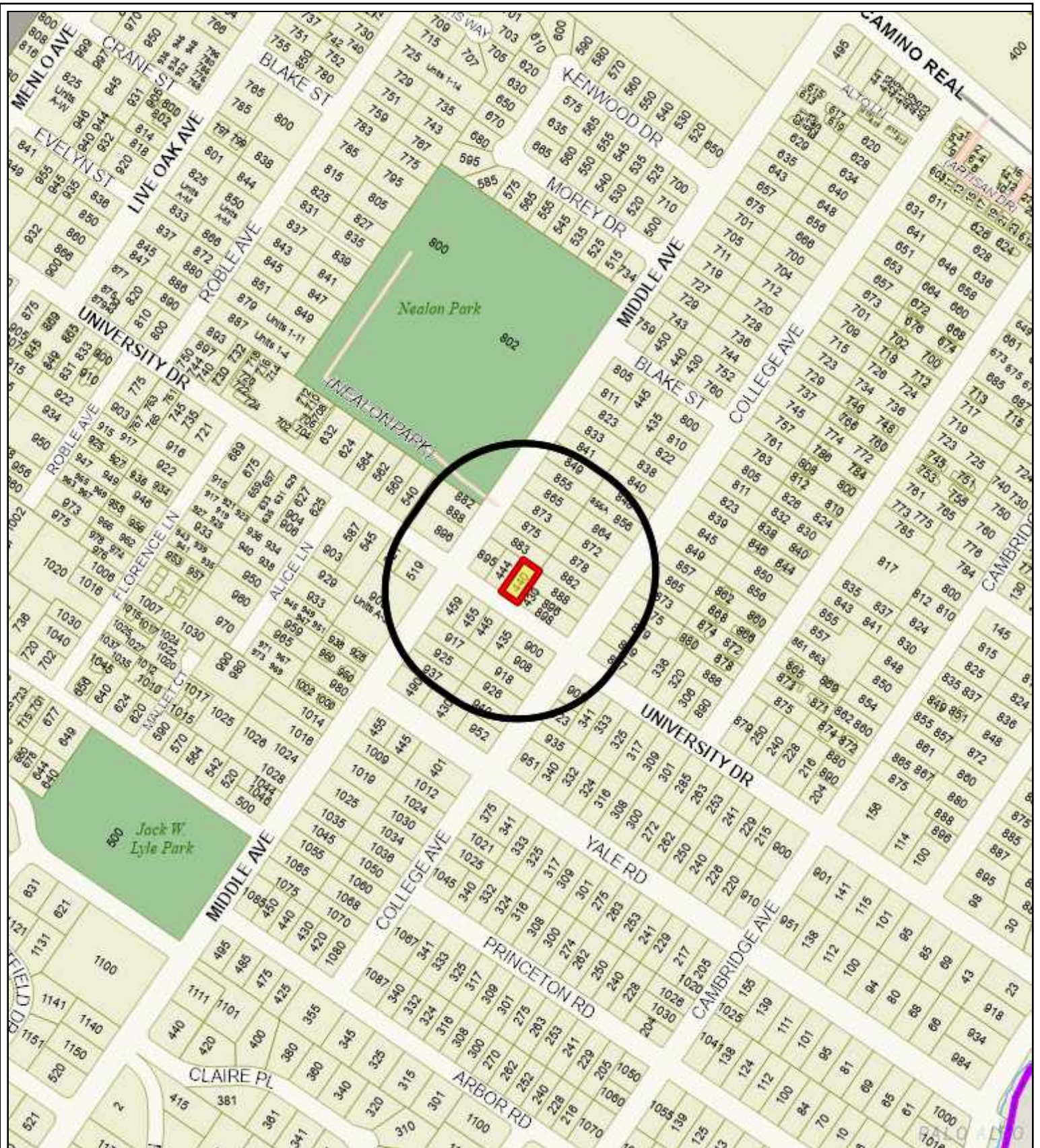
**PROJECT CONDITIONS:**

1. The use permit shall be subject to the following standard conditions:
  - a. The applicant shall be required to apply for a building permit within one year from the date of approval (by April 4, 2024) for the use permit to remain in effect.
  - b. Development of the project shall be substantially in conformance with the plans prepared by Dahlin Group Architecture consisting of 22 plan sheets, dated received January 19, 2023 and approved by the City Council on April 4, 2023, except as modified by the conditions contained herein, subject to review and approval of the Planning Division.
  - c. Prior to building permit issuance, the applicant shall comply with all Sanitary District, Menlo Park Fire Protection District, and utility companies' regulations that are directly applicable to the project.
  - d. Prior to building permit issuance, the applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the project.
  - e. Prior to building permit issuance, the applicant shall submit a plan for any new utility installations or upgrades for review and approval by the Planning, Engineering and Building Divisions. All utility equipment that is installed outside of a building and that cannot be placed underground shall be properly screened by landscaping. The plan shall show exact locations of all meters, back flow prevention devices, transformers, junction boxes, relay boxes, and other equipment boxes.
  - f. Simultaneous with the submittal of a complete building permit application, the applicant shall submit plans indicating that the applicant shall remove and replace any damaged and significantly worn sections of frontage improvements. The plans shall be submitted for review and approval of the Engineering Division.
  - g. Simultaneous with the submittal of a complete building permit application, the applicant shall submit a Grading and Drainage Plan for review and approval of the Engineering Division. The Grading and Drainage Plan shall be approved prior to the issuance of grading, demolition or building permits.
  - h. Heritage trees in the vicinity of the construction project shall be protected pursuant to the Heritage Tree Ordinance and the arborist report prepared by California Tree and Landscape Consulting, Inc. dated August 30, 2022.
  - i. Prior to building permit issuance, the applicant shall pay all fees incurred through staff time spent reviewing the application.
  - j. The applicant or permittee shall defend, indemnify, and hold harmless the City of Menlo Park or its agents, officers, and employees from any claim, action, or proceeding against the City of Menlo Park or its agents, officers, or employees to attack, set aside, void, or annul an approval of the Planning Commission, City Council, Community Development Director, or any other department, committee, or agency of the City concerning a development, variance, permit, or land use approval which action is brought within the time period provided for in any applicable statute; provided, however, that the applicant's or permittee's duty to so defend, indemnify, and hold harmless shall be subject to the City's promptly notifying the applicant or permittee of any said claim, action, or proceeding and the City's full cooperation in the applicant's or permittee's defense of said claims, actions, or proceedings.

2. The use permit shall be subject to the following **project-specific conditions**:

<b>LOCATION:</b> 440 University Drive	<b>PROJECT NUMBER:</b> PLN2022-00050	<b>APPLICANT:</b> Thomas James Homes	<b>OWNER:</b> Thomas James Homes
a. Simultaneous with the submittal of a complete building permit application, the Applicant shall revise the elevation drawings to indicate the stair well window will have obscured glass, subject to review and approval of the Planning Division.			





City of Menlo Park  
 Location Map  
 440 UNIVERSITY DRIVE





**PLANNING COMMISSION RESOLUTION NO. 2023-07****A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK APPROVING A USE PERMIT FOR THE DEMOLITION OF AN EXISTING ONE-STORY, SINGLE-FAMILY RESIDENCE AND CONSTRUCTION OF A NEW TWO-STORY, SINGLE-FAMILY RESIDENCE ON A SUBSTANDARD LOT WITH REGARD TO MINIMUM LOT WIDTH AND AREA IN THE R-1-U (SINGLE FAMILY URBAN RESIDENTIAL) ZONING DISTRICT**

**WHEREAS**, the City of Menlo Park (“City”) received an application requesting to demolish an existing one-story, single-family residence, and construct a new two-story residence on a substandard lot with regard to minimum lot width and area in the Single Family Urban Residential (R-1-U) zoning district (the “Project”) from Thomas James Homes (“Owner” and “Applicant”) located at 440 University Drive (APN 071-403-280) (“Property”). The Project use permit is depicted in and subject to the development plans and project description letter which are attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein by this reference; and

**WHEREAS**, the Property is located in the Single Family Urban Residential (R-1-U) district. The R-1-U district supports single-family residential uses; and

**WHEREAS**, the proposed Project complies with all objective standards of the R-1-U district; and

**WHEREAS**, the proposed Project was reviewed by the Engineering Division and found to be in compliance with City standards; and

**WHEREAS**, the Applicant submitted an arborist report prepared by California Tree and Landscaping Consulting, Inc. which was reviewed by the City Arborist and found to be in compliance with the Heritage Tree Ordinance and proposes mitigation measures to adequately protect heritage trees in the vicinity of the project; and

**WHEREAS**, the Project, requires discretionary actions by the City as summarized above, and therefore the California Environmental Quality Act (“CEQA,” Public Resources Code Section §21000 et seq.) and CEQA Guidelines (Cal. Code of Regulations, Title 14, §15000 et seq.) require analysis and a determination regarding the Project’s environmental impacts; and

**WHEREAS**, the City is the lead agency, as defined by CEQA and the CEQA Guidelines, and is therefore responsible for the preparation, consideration, certification, and approval of environmental documents for the Project; and

**WHEREAS**, the Project is categorically except from environmental review pursuant to Cal. Code of Regulations, Title 14, §15303 et seq. (New Construction or Conversion of Small Structures); and

**WHEREAS**, all required public notices and public hearings were duly given and held according to law; and

**WHEREAS**, at a duly and properly noticed public hearing held on February 6, 2023, the Planning Commission fully reviewed, considered, and evaluated the whole of the record including all public and written comments, pertinent information, documents and plans, prior to taking action regarding the Project.

**NOW, THEREFORE, THE MENLO PARK PLANNING COMMISSION HEREBY RESOLVES AS FOLLOWS:**

**Section 1. Recitals.** The Planning Commission has considered the full record before it, which may include but is not limited to such things as the staff report, public testimony, and other materials and evidence submitted or provided, and the Planning Commission finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

**Section 2. Conditional Use Permit Findings.** The Planning Commission of the City of Menlo Park does hereby make the following Findings:

The approval of the use permit for the construction of new two-story residence on a substandard lot is granted based on the following findings which are made pursuant to Menlo Park Municipal Code Section 16.82.030:

1. That the establishment, maintenance, or operation of the use applied for will, under the circumstance of the particular case, not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing in the neighborhood of such proposed use, or injurious or detrimental to property and improvements in the neighborhood or the general welfare of the city because:
  - a. Consideration and due regard were given to the nature and condition of all adjacent uses and structures, and to general plans for the area in question and surrounding areas, and impact of the application hereon; in that, the proposed use permit is consistent with the R-1-U zoning district and the General Plan because two-story residences are allowed to be constructed on substandard lots subject to granting of a use permit provided that the proposed residence conforms to applicable zoning standards, including, but not limited to, minimum setbacks, maximum floor area limit, and maximum building coverage.
  - b. The proposed residence would include the required number of off-street parking spaces because one covered and one uncovered parking space would be required at a minimum, and two covered parking spaces are provided.

**Section 3. Conditional Use Permit.** The Planning Commission approves Use Permit No. PLN2022-00050, which use permit is depicted in and subject to the development plans and project description letter, which are attached hereto and incorporated herein by this reference as Exhibit A and Exhibit B, respectively. The Use Permit is conditioned in conformance with the conditions attached hereto and incorporated herein by this reference as Exhibit C.

**Section 4. ENVIRONMENTAL REVIEW.** The Planning Commission makes the following findings, based on its independent judgment after considering the Project, and having reviewed and taken into consideration all written and oral information submitted in this matter:

- A. The Project is categorically except from environmental review pursuant to Cal. Code of Regulations, Title 14, §15303 et seq. (New Construction or Conversion of Small Structures)

**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, shall continue in full force and effect unless amended or modified by the City.

I, Corinna Sandmeier, Principal Planner and Planning Commission Liaison of the City of Menlo Park, do hereby certify that the above and foregoing Planning Commission Resolution was duly and regularly passed and adopted at a meeting by said Planning Commission on February 6, 2023, by the following votes:

AYES: Do, Harris, Riggs, Schindler

NOES: None

ABSENT: None

ABSTAIN: Barnes, Tate

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this 6<sup>th</sup> day of February, 2023

DocuSigned by:  
  
36680C0214F747E...  
 Corinna Sandmeier  
 Principal Planner and Planning Commission Liaison  
 City of Menlo Park

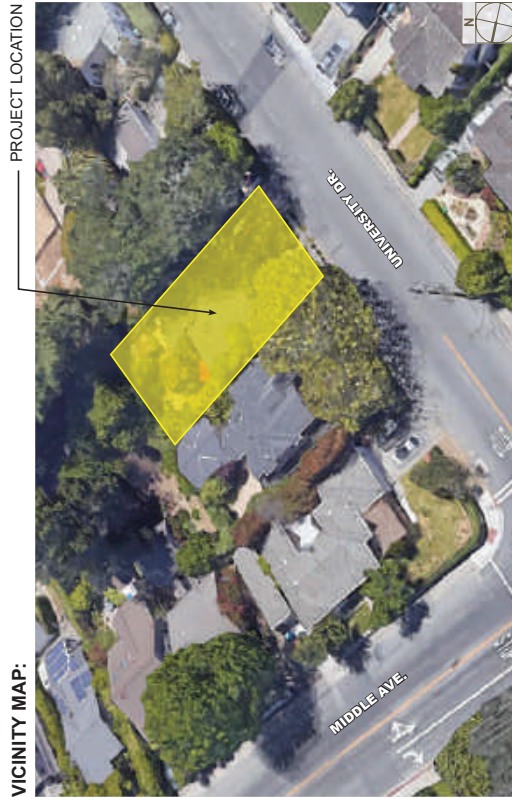
Exhibits

- A. Project Plans
- B. Project Description Letter
- C. Conditions of Approval

PLANNING SUBMITTAL FOR:

# 440 University Dr.

MENLO PARK, CA



NOT TO SCALE

**PROJECT TEAM INFO:**

**Developer**  
 Thomas James Homes  
 7700 University Dr., Suite 205  
 Redwood City, CA 94065  
 Tel: (408) 402-3024

**Architect**  
 Dahlin Group  
 5885 Owens Drive  
 Pleasanton, CA 94588  
 Contact: Jaime Matheron  
 jaime.matheron@dahlingroup.com

**Landscaper**  
 Van Dorn Abad Landscape  
 10000 Sycamore Ave., Inc.  
 81 14th St.  
 San Francisco, CA 94103  
 Tel: (415) 864-1921  
 Contact: Hoanglan Nguyen  
 hoanglan@valinc.com

**DEVELOPMENT SUMMARY**

LOCATION: 440 UNIVERSITY DR.  
 ASSESSOR'S PARCEL NUMBER: 071-403-280  
 PARCEL AREA GROSS: 52,000 SQ. FT.  
 ZONING: R-3  
 OCCUPANCY GROUP: V-B  
 CONSTRUCTION TYPE: V-B

MAX. FLOOR AREA LIMIT: 2,800.00 SQ. FT.  
 PROPOSED FLOOR AREA LIMIT: 2,755.84 SQ. FT.  
 FAL (INCLUDING ADU EXCEEDANCE): 3033.12 SQ. FT.

MAX. BUILDING COVERAGE (0.200% (.3)): 1,820.00 SQ. FT.  
 PROPOSED BUILDING COVERAGE (INCLUDING ADU EXCEEDANCE): 1,778.84 SQ. FT.

MAX. BUILDING HEIGHT: 28'  
 PROPOSED BUILDING HEIGHT: 26'-3 1/2" FROM ANG

**REQUIRED SETBACKS**  
 FRONT - STREET (FT): 20'  
 FRONT - SIDE (FT): 20'  
 SIDE (FT) AT GARAGE (FT): 5'-3"  
 REAR (FT): 20'

**PROPOSED SETBACKS**  
 FRONT - STREET (FT): 21'-8"  
 FRONT - SIDE (FT) AT GARAGE (FT): 24'-3"  
 SIDE - RIGHT (FT): 5'-4 1/2"  
 SIDE - LEFT (FT): 8'-1 1/2"  
 REAR (FT): 20'-10"

PARKING REQUIRED: 2 TOTAL SPACES  
 MIN. GARAGE DIMENSIONS: 10' X 20' PER SPACE

**EXISTING USE:** ONE SINGLE FAMILY DETACHED RESIDENCE OF TO BE DEMOLISHED.  
**PROPOSED USE:** ONE NEW SINGLE FAMILY DETACHED RESIDENCE OF 3033.12 SQ. FT.

**CODES AND REGULATIONS GOVERNING THE PROJECT:** CURRENT 2022 CALIFORNIA CODES

**SHEET INDEX:**

**ARCHITECTURAL:**  
 A.0 TITLE SHEET  
 A.1 SITE AERIAL & PHOTOS  
 AP1 AREA PLAN  
 A.3 SITE PLAN  
 A.4 FLOOR PLANS  
 A.5 ROOF PLAN  
 A.6 FLOOR AREA DIAGRAMS  
 A.7 ELEVATIONS  
 A.8 ELEVATIONS  
 A.9 SECTIONS  
 A.10 COLORS & MATERIALS  
 RENDERING & COLOR BOARD

**AS-BUILTS:**  
 1 FLOOR PLAN  
 2 ROOF PLAN  
 3 EXTERIOR ELEVATIONS

**CIVIL:**  
 TO1 TOPOGRAPHIC SURVEY

**LANDSCAPE:**  
 L1.1 LAYOUT/LAYOUT PLAN  
 L1.2 CONSTRUCTION DETAILS  
 L2.1 IRRIGATION NOTES & WELO CHECKLIST  
 L3.1 PLANTING PLAN & LEGEND  
 L3.2 PLANTING DETAILS  
 L3.3 TREE PROTECTION PLAN & NOTES

**FRONTAGE IMPROVEMENTS**  
 ALL EXISTING CRACKED OR DAMAGED FEATURES ALONG THE PROPERTY FRONTAGE MUST BE REPAIRED IN KIND. ADDITIONALLY, ANY FRONTAGE IMPROVEMENTS WHICH ARE NOT IDENTIFIED ON THIS PLAN SHALL BE IDENTIFIED AND SHOWN ON THE FRONTAGE IMPROVEMENT WORK SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF THE CITY STANDARD DETAILS.

ANY ENCROACHMENT PERMIT FROM THE ENGINEERING DIVISION IS REQUIRED PRIOR TO ANY CONSTRUCTION ACTIVITIES, INCLUDING UTILITY LATERALS, IN THE PUBLIC RIGHT OF WAY.

3 BEDROOMS / 3.5 BATH+ / 1 BEDROOM / 1 BATH ADU	
<b>440 UNIVERSITY DR.</b>	
FIRST FLOOR	1,031.59 SQ. FT.
SECOND FLOOR	1,287.00 SQ. FT.
TOTAL LIVING	2,318.59 SQ. FT.
GARAGE	437.25 SQ. FT.
ADU	277.28 SQ. FT.
PORCH	54.50 SQ. FT.
LANAI	247.50 SQ. FT.
TOTAL (W/ADU)	1,778.84 SQ. FT.
TOTAL (W/FRONTAGE)	2,056.12 SQ. FT.
MAX. BLDG COVERAGE	1,820.00 SQ. FT.

BUILDING COVERAGE	
FIRST FLOOR	1,031.59 SQ. FT.
GARAGE	437.25 SQ. FT.
PORCH	54.50 SQ. FT.
LANAI	247.50 SQ. FT.
ADU	54.50 SQ. FT.
FIREPLACE	8.00 SQ. FT.
TOTAL (W/ADU)	1,778.84 SQ. FT.
TOTAL (W/FRONTAGE)	2,056.12 SQ. FT.
MAX. BLDG COVERAGE	1,820.00 SQ. FT.

**COVER SHEET**

440 UNIVERSITY DR., MENLO PARK  
 D28M200-TR

THOMAS JAMES HOMES

DATE: 01-10-2023  
 JOB NO.: 1841.044

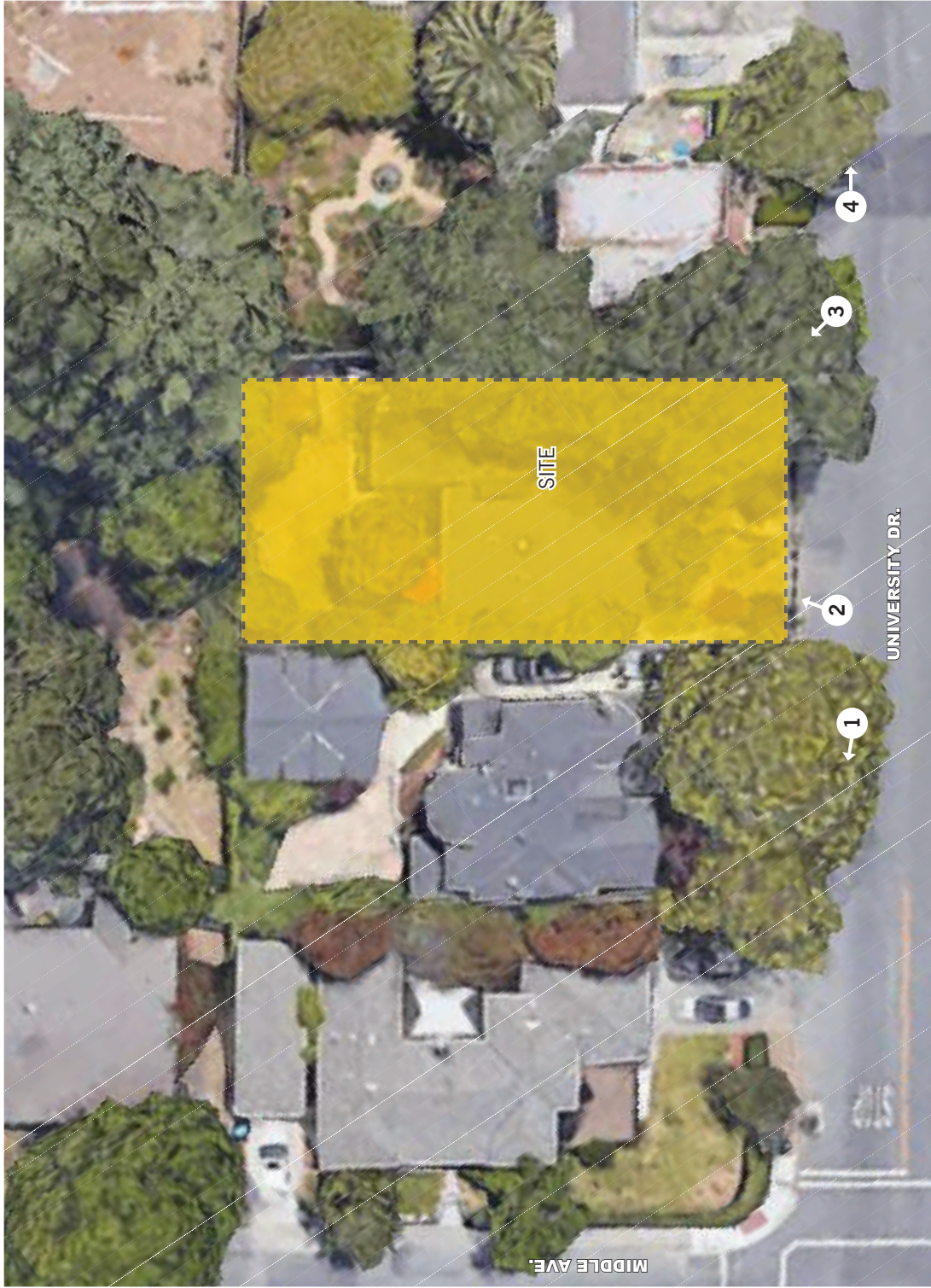
5885 Owens Drive  
 Pleasanton, CA 94588  
 925-251-7200

**DAHILIN**

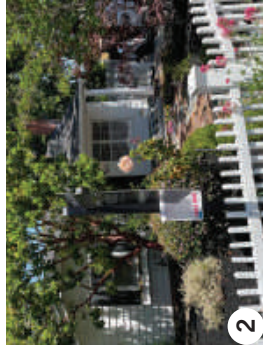
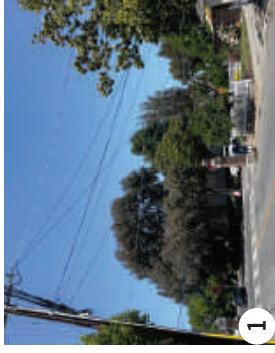
THOMAS JAMES HOMES

**A.O.**





NOT TO SCALE



**SITE AERIAL & PHOTOS**

440 UNIVERSITY DR., MENLO PARK  
D28M200-TR

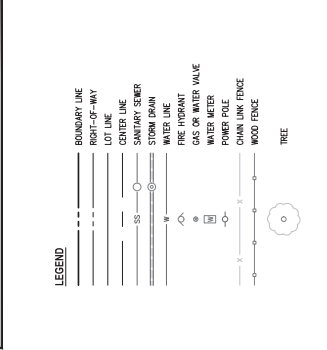
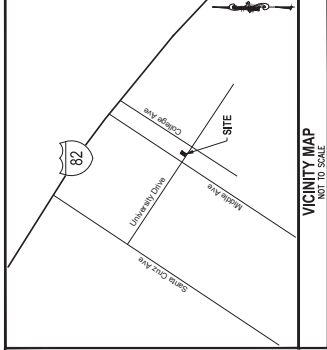
THOMAS JAMES HOMES



DATE 01-10-2023  
JOB NO. 1811044  
5865 Owens Drive  
Pleasanton, CA 94588  
925-251-7200

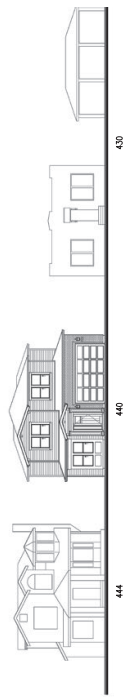
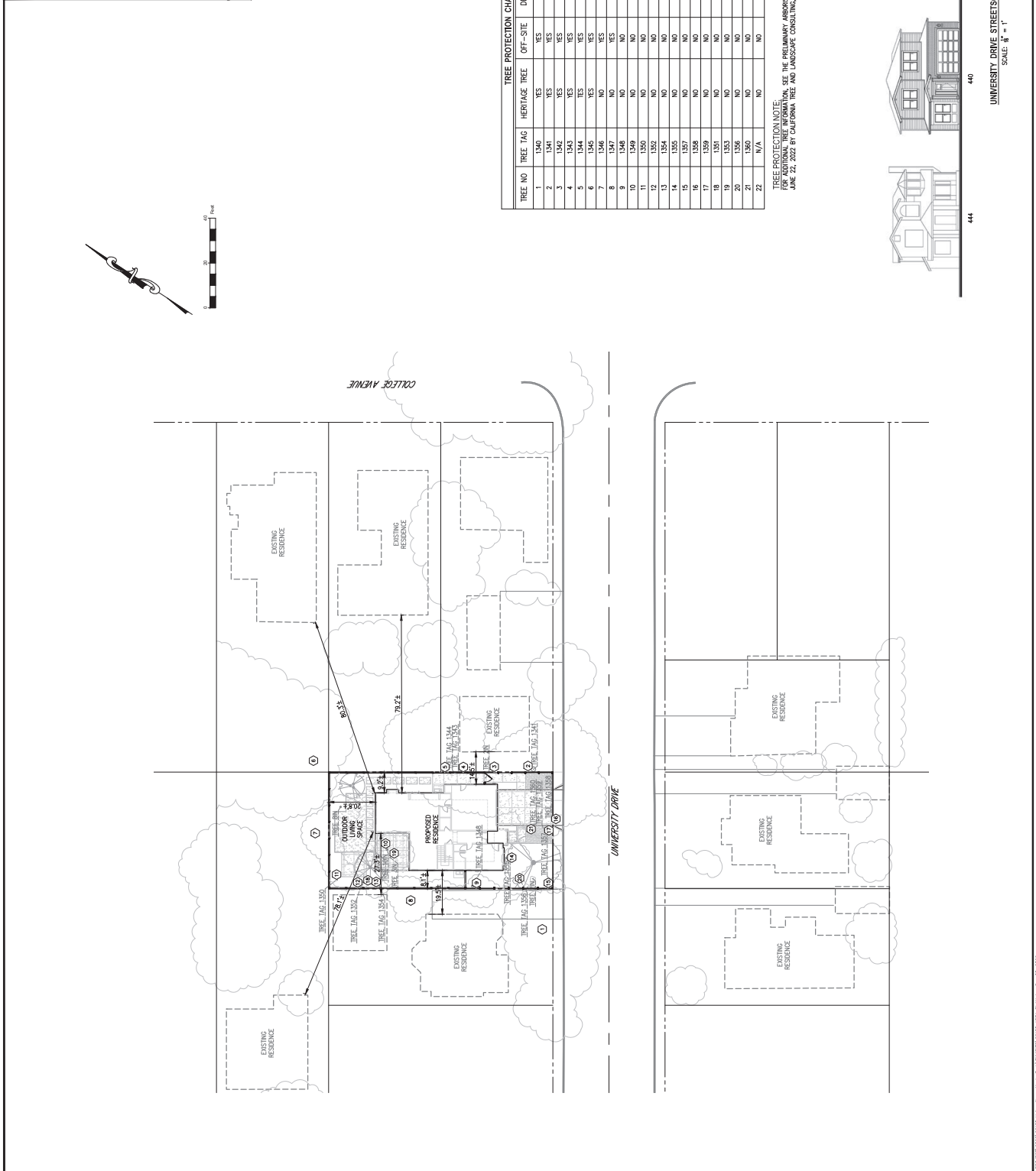
INFORM

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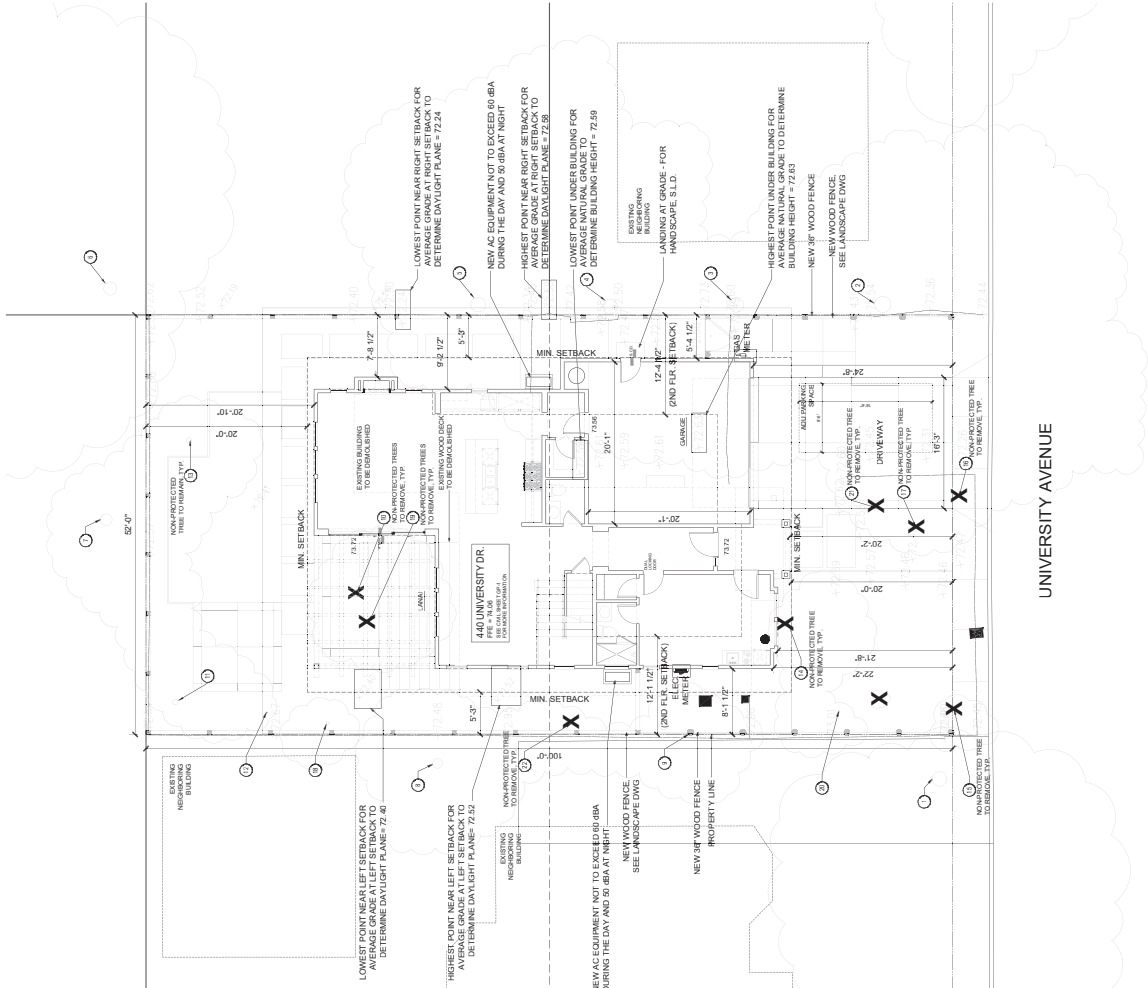


TREE NO	TREE TAG	TREE PROTECTION CHART		COMMON NAME
		HERITAGE TREE	OFF-SITE	
1	1340	YES	YES	SOUTHERN MAGNOLIA
2	1341	YES	YES	SWEET GUM
3	1342	YES	YES	VALLEY OAK
4	1343	YES	YES	VALLEY OAK
5	1344	YES	YES	VALLEY OAK
6	1345	YES	YES	EGGAR CEDAR
7	1346	NO	YES	FIG
8	1347	NO	YES	PERSEMON
9	1348	NO	NO	SWEET TORBIA
10	1349	NO	NO	JAPANESE MAPLE
11	1350	NO	NO	COMPOUR
12	1351	NO	NO	POTUNOH
13	1352	NO	NO	LEMON
14	1353	NO	NO	STRAWBERRY
15	1357	NO	NO	PURPLE LEAF PLUM
16	1358	NO	NO	PURPLE LEAF PLUM
17	1359	NO	NO	CHAMP WATTLE
18	1351	NO	NO	LEMON
19	1352	NO	NO	LEMON
20	1353	NO	NO	JAPANESE MAPLE
21	1360	NO	NO	JAPANESE MAPLE
22	N/A	NO	NO	STUMP

TREE PROTECTION NOTE:  
 FOR ADDITIONAL TREE INFORMATION, SEE THE PRELIMINARY ARBORIST REPORT AND TREE INVENTORY DATED  
 JUNE 22, 2022 BY CALIFORNIA TREE AND LANDSCAPE CONSULTING, INC.







3 BEDROOMS / 3.5 BATH +  
1 BEDROOM / 1 BATH ADU

440 UNIVERSITY DR.	
FIRST FLOOR	1031.59 SQ. FT
SECOND FLOOR	1287.00 SQ. FT
TOTAL LIVING	2318.59 SQ. FT
GARAGE	437.25 SQ. FT
ADU	277.28 SQ. FT
PORCH	54.50 SQ. FT
LANAI	247.50 SQ. FT
TOTAL (LIVING + GARAGE)	2755.84 SQ. FT
FAL (LIVING + GARAGE + ADU)	3033.12 SQ. FT
MAX. FAL:	2800.00 SQ. FT
THOMAS JAMES HOMES STANDARD 5 (LIVING + ADU) 3K	2619.87 SQ. FT

BUILDING COVERAGE	
FIRST FLOOR	1039.59 SQ. FT
GARAGE	437.25 SQ. FT
PORCH	54.50 SQ. FT
LANAI	247.50 SQ. FT
ADU	54.50 SQ. FT
FIREPLACE	8.00 SQ. FT
TOTAL (W/ADU)	1778.84 SQ. FT
TOTAL (W/TH/ADU)	2056.12 SQ. FT
MAX BLDG COVERAGE	1820.00 SQ. FT

**TREE PROTECTION CHART** NOTE: SEE ARBORIST REPORT FOR ADDITIONAL INFORMATION

KEY NOTE	TAG #	STATUS	LOCATION	SCIENTIFIC NAME	COMMON NAME	DBH (in)	ACTION
	1	PROTECTED	OFF-SITE	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	30	RETAIN
	2	PROTECTED	OFF-SITE	LICOUANUM	SWEET GUM	15	RETAIN
	3	PROTECTED	OFF-SITE	QUERCUS LOBATA	VALLEY OAK	20	RETAIN
	4	PROTECTED	OFF-SITE	QUERCUS LOBATA	VALLEY OAK	20	RETAIN
	5	PROTECTED	OFF-SITE	QUERCUS LOBATA	VALLEY OAK	25	RETAIN
	6	NON-PROTECTED	OFF-SITE	CESTRUS DEODARA	DEODAR CEDAR	35	RETAIN
	7	NON-PROTECTED	OFF-SITE	FICUS CARICA	FIG	10	RETAIN
	8	NON-PROTECTED	OFF-SITE	DIOSPYROS VIRGIN	PERSIMMON	8	RETAIN
	9	NON-PROTECTED	ON-SITE	PITTSOPORUM TORIRA	SWEET TOBIRA	10	RETAIN
	10	NON-PROTECTED	ON-SITE	ACER PALMATUM	JAPANESE MAPLE	9	REMOVE
	11	NON-PROTECTED	ON-SITE	CINNAMOMUM CAMPHORA	CAMPHOR	8	RETAIN
	12	NON-PROTECTED	ON-SITE	LYCANTHES RANTONNETII	POTATO BUSH	6	RETAIN
	13	NON-PROTECTED	ON-SITE	CITRUS LIMON	LEMON	9	RETAIN
	14	NON-PROTECTED	ON-SITE	ARBUUS UNEDO	STRAWBERRY	9	REMOVE
	15	NON-PROTECTED	ON-SITE	PRUNUS CERASIFERA	PURPLE LEAF PLUM	5	REMOVE
	16	NON-PROTECTED	ON-SITE	PRUNUS CERASIFERA	PURPLE LEAF PLUM	4	REMOVE
	17	NON-PROTECTED	ON-SITE	LAGERSTROEMIA INDICA	CRAPPE MYRTLE	4	REMOVE
	18	NON-PROTECTED	ON-SITE	CITRUS LIMON	LEMON	3	RETAIN
	19	NON-PROTECTED	ON-SITE	CAMELLIA SP	CAMELLIA	3	RETAIN
	20	NON-PROTECTED	ON-SITE	ACER PALMATUM	JAPANESE MAPLE	3	RETAIN
	21	NON-PROTECTED	ON-SITE	ACER PALMATUM	JAPANESE MAPLE	3	REMOVE
	22	NA	ON-SITE	STUMP	STUMP	0	REMOVE

REFER TO LANDSCAPE DETAILS SHEETS FOR TREE DETAILS

This Site Plan contains information beyond the scope of work of the Architect. Information provided by Civil Engineer, Landscape Architect, and Arborist shall be verified in their respective documents.

DATE: 01-10-2023  
JOB NO.: 1811044  
SCALE: 1" = 16'-0"

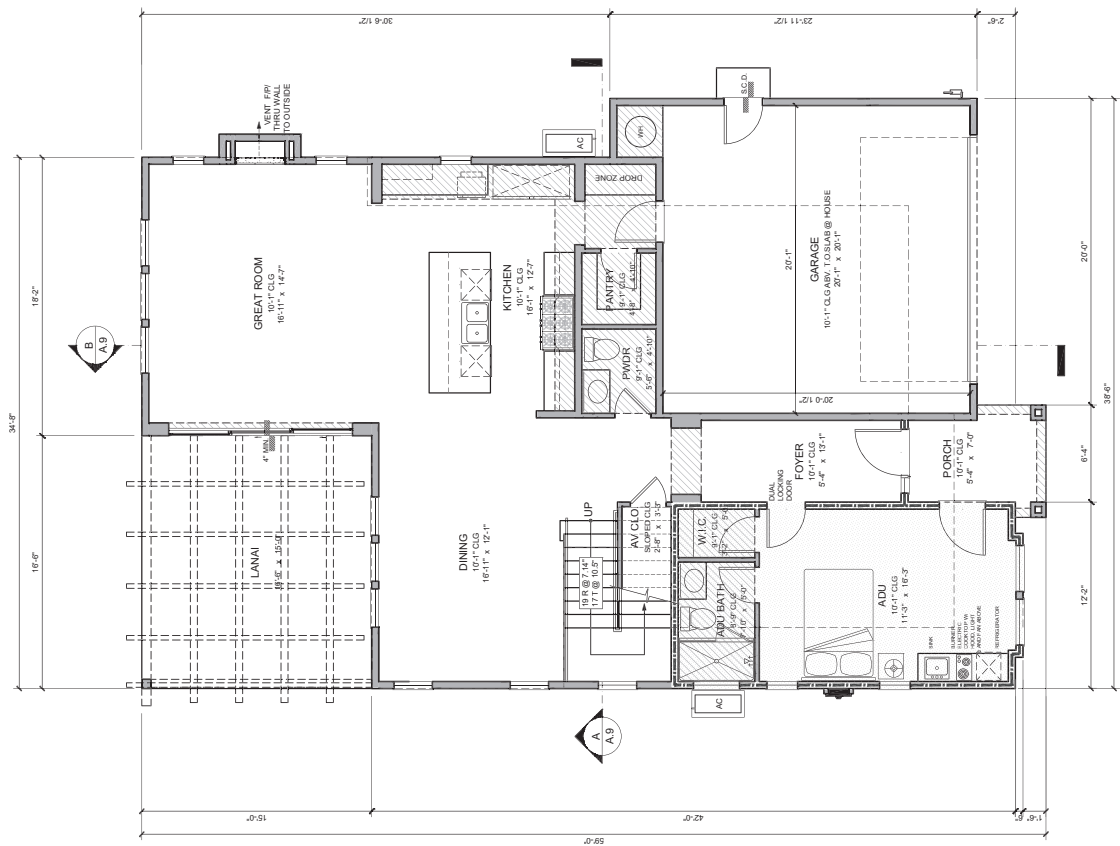


5865 Owens Drive  
Pleasanton, CA 94588  
925-251-7200

A.3

**SITE PLAN**  
440 UNIVERSITY DR., MENLO PARK  
D28M200-TR

THOMAS JAMES HOMES



**FIRST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

**FIRST FLOOR PLAN**

440 UNIVERSITY DR., MENLO PARK  
D28M200-TR

THOMAS JAMES HOMES



DATE: 01-10-2023  
JOB NO.: 1841.044  
5885 Owens Drive  
Pleasanton, CA 94588  
925-251-7200

**A.4**



**SECOND FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

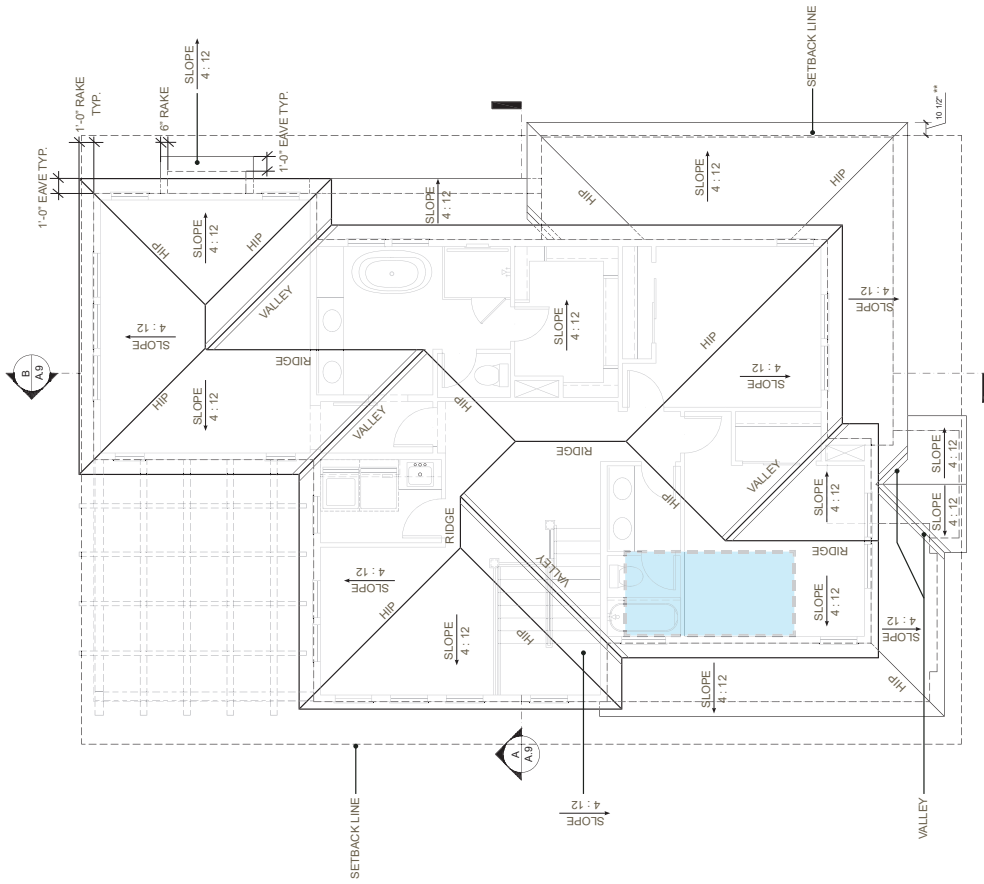
3 BEDROOMS / 3.5 BATH +  
1 BEDROOM / 1 BATH ADU

440 UNIVERSITY DR.

FIRST FLOOR	1031.59 SQ. FT.
SECOND FLOOR	1287.00 SQ. FT.
TOTAL LIVING	2318.59 SQ. FT.
GARAGE	437.25 SQ. FT.
ADU	277.28 SQ. FT.
PORCH	54.50 SQ. FT.
LANAI	247.50 SQ. FT.
TOTAL (Living + Garage)	2755.84 SQ. FT.
FAL (Living + Garage + ADU)	3033.12 SQ. FT.
MAX. FAL:	2800.00 SQ. FT.
THOMAS JAMES HOMES STANDARD 5 (Living + ADU) 24	2619.87 SQ. FT.

**BUILDING COVERAGE**

FIRST FLOOR	1039.59 SQ. FT.
GARAGE	437.25 SQ. FT.
PORCH	54.50 SQ. FT.
LANAI	247.50 SQ. FT.
ADU	54.50 SQ. FT.
FIREPLACE	8.00 SQ. FT.
TOTAL (w/o ADU)	1778.84 SQ. FT.
TOTAL (w/ ADU)	2056.12 SQ. FT.
MAX. BLDG. COVERAGE	1820.00 SQ. FT.



ROOF PLAN  
SCALE 1/4" = 1'-0"

\*\* AS PER MENLO PARK GUIDELINES  
18" INTRUSION OF ARCHITECTURAL  
FEATURES, SUCH AS EAVES, IS  
ALLOWABLE INTO ANY YARD OF  
LESS THAN 10'. 3" INTRUSION OF  
ARCHITECTURAL FEATURES, SUCH  
AS EAVES, IS ALLOWABLE INTO ANY  
YARD OF 10' OR GREATER.



POTENTIAL SOLAR ZONE

ALL ROOFING MATERIAL IS COMPOSITION  
SHINGLE UNLESS OTHERWISE NOTED.

DATE 01-10-2023  
JOB NO. 1841.044

5865 Owens Drive  
Pleasanton, CA 94588  
925-251-7200

**A.5**

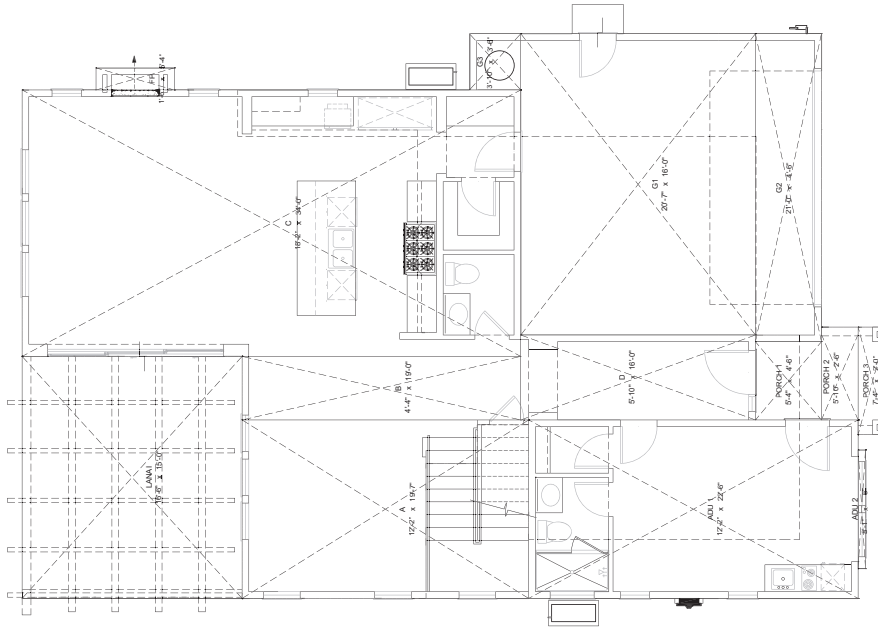
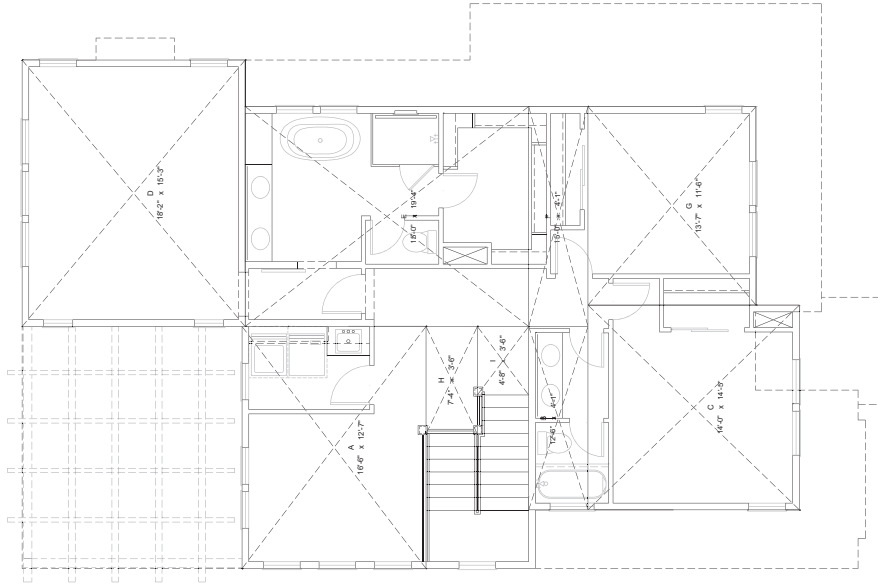


ROOF PLAN

440 UNIVERSITY DR., MENLO PARK  
D28M200-TR

THOMAS JAMES HOMES

FIRST FLOOR AREA	
A	238.26 SQ. FT. 12'-2" X 19'-7"
B	82.33 SQ. FT. 4'-4" X 19'-0"
C	67.67 SQ. FT. 18'-2" X 34'-0"
D	93.33 SQ. FT. 5'-10" X 16'-0"
TOTAL	1081.59 SQ. FT.
GARAGE	
G1	329.33 SQ. FT. 20'-7" X 16'-0"
G2	94.50 SQ. FT. 21'-0" X 4'-6"
G3	13.42 SQ. FT. 3'-10" X 3'-6"
TOTAL	437.25 SQ. FT.
ADU	
ADU 1	273.24 SQ. FT. 12'-2" X 22'-6"
ADU 2	4.04 SQ. FT. 8'-1" X 6'-1"
TOTAL	277.28 SQ. FT.
PORCH	
PORCH 1	24.00 SQ. FT. 5'-4" X 4'-6"
PORCH 2	15.83 SQ. FT. 5'-10" X 2'-6"
PORCH 3	14.67 SQ. FT. 7'-4" X 2'-0"
TOTAL	54.50 SQ. FT.
SECOND FLOOR AREA	
A	207.63 SQ. FT. 16'-6" X 12'-7"
B	51.04 SQ. FT. 12'-6" X 4'-1"
C	201.83 SQ. FT. 14'-0" X 14'-5"
D	277.04 SQ. FT. 18'-2" X 15'-3"
E	290.00 SQ. FT. 15'-0" X 19'-4"
F	61.25 SQ. FT. 15'-0" X 4'-1"
G	156.21 SQ. FT. 13'-7" X 11'-6"
H	25.67 SQ. FT. 7'-4" X 3'-6"
I	16.33 SQ. FT. 4'-8" X 3'-6"
TOTAL	1287.00 SQ. FT.
FLOOR AREA LIMIT	
FIRST FLOOR	1081.59 SQ. FT.
SECOND FLOOR	1287.00 SQ. FT.
GARAGE	
ADU	437.25 SQ. FT.
TOTAL	277.28 SQ. FT.
BUILDING COVERAGE	
UNING + GARAGE	2755.84 SQ. FT.
MAX. F.A.L.	2800.00 SQ. FT.
BUILDING COVERAGE	
FIRST FLOOR	1081.59 SQ. FT.
UNING	247.50 SQ. FT. 16'-6" X 15'-0"
PORCH	54.50 SQ. FT.
GARAGE	437.25 SQ. FT.
ADU	277.28 SQ. FT.
FIREPLACE	8.00 SQ. FT.
TOTAL	2056.12 SQ. FT.
TOTAL W/O ADU	1778.84 SQ. FT.
MAX BUILDING COVERAGE	1820.00 SQ. FT.



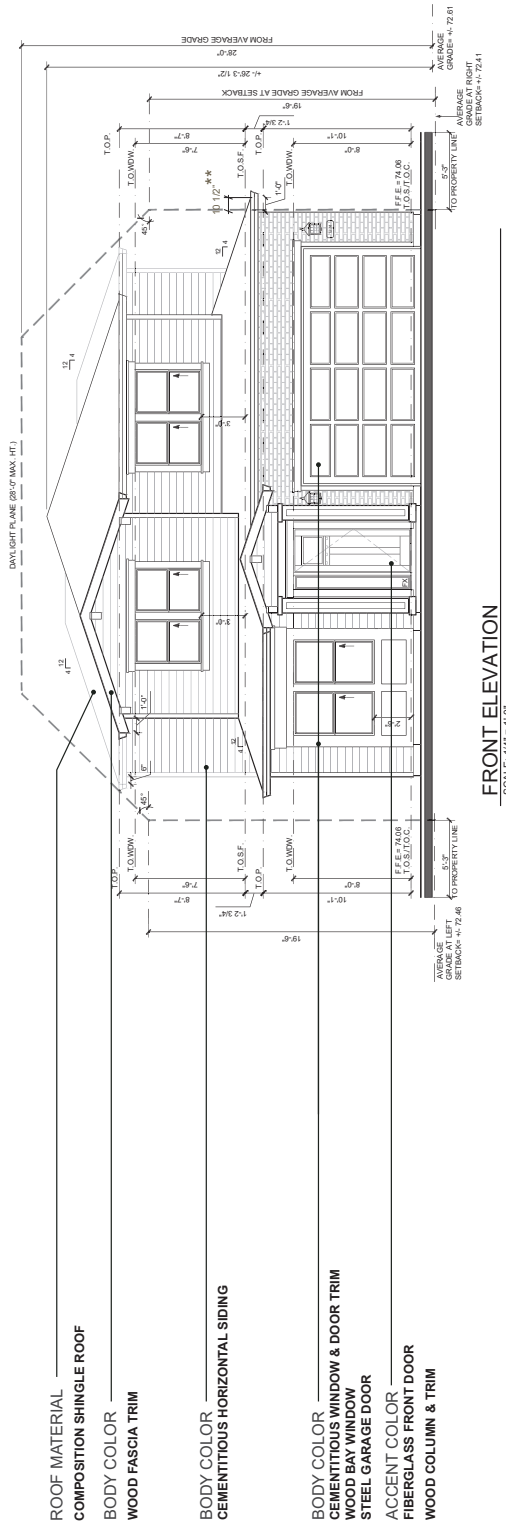
DATE 01-10-2023  
JOB NO. 1811.044  
5865 Owens Drive  
Pleasanton, CA 94588  
925-251-7200



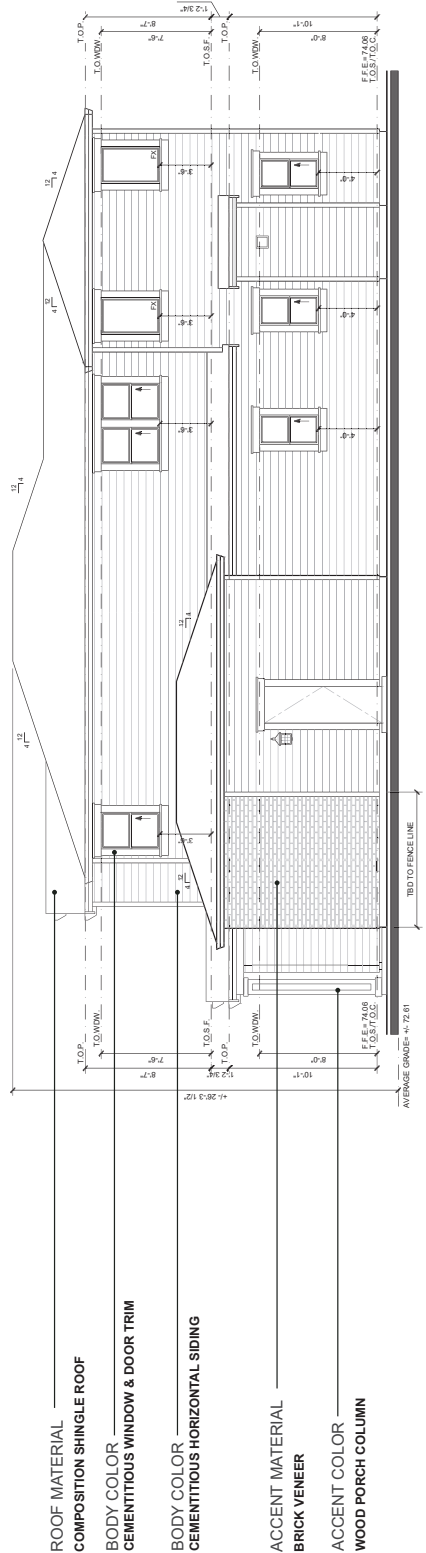
**A.6**

FLOOR AREA DIAGRAMS  
440 UNIVERSITY DR., MENLO PARK  
D28M200-TR

THOMAS JAMES HOMES



**FRONT ELEVATION**  
SCALE: 1/4" = 1'-0"



**RIGHT ELEVATION**  
SCALE: 1/8" = 1'-0"

\*\* AS PER MENLO PARK GUIDELINES, 18" INTRUSION OF ARCHITECTURAL FEATURES, SUCH AS EAVES, IS ALLOWED PROVIDED THE INTRUSION IS LESS THAN 10'. 3" INTRUSION OF ARCHITECTURAL FEATURES, SUCH AS EAVES, IS ALLOWABLE INTO ANY YARD OF 10' OR GREATER.

**WINDOWS**  
MARVIN ESSENTIAL ALL ULTREX WINDOWS TYP. - NO SIMULATED DIVIDED LITE

DATE 01-10-2023  
JOB NO. 1841.044

5865 Owens Drive  
Pleasanton, CA 94588  
925-251-7200

**A.7**

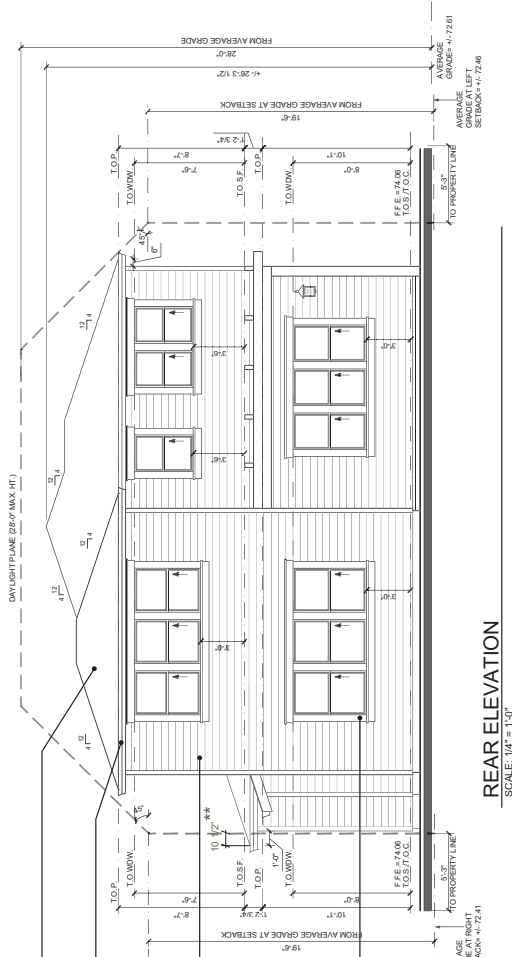


**ELEVATIONS**

440 UNIVERSITY DR., MENLO PARK  
D28M200-TR

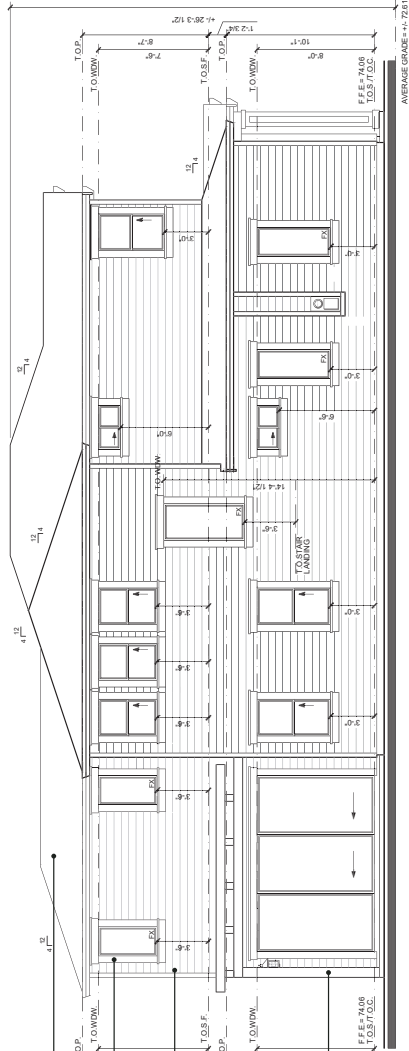
THOMAS JAMES HOMES





**REAR ELEVATION**  
SCALE: 1/4" = 1'-0"

- ROOF MATERIAL  
COMPOSITION SHINGLE ROOF
- BODY COLOR  
WOOD FASCIA TRIM
- BODY COLOR  
CEMENTITIOUS HORIZONTAL SIDING
- BODY COLOR  
CEMENTITIOUS WINDOW & DOOR TRIM



**LEFT ELEVATION**  
SCALE: 1/4" = 1'-0"

- ROOF MATERIAL  
COMPOSITION SHINGLE ROOF
- BODY COLOR  
CEMENTITIOUS WINDOW & DOOR TRIM
- BODY COLOR  
CEMENTITIOUS HORIZONTAL SIDING
- ACCENT COLOR  
WOOD TRELLIS & WOOD POST

\*\* AS PER MENLO PARK GUIDELINES:  
PERMITTED TO INCLUDE ARCHITECTURAL  
FEATURES, SUCH AS EAVES, THAT ARE  
ALLOWABLE INTO ANY YARD OF  
LESS THAN 10'. 3' INTRUSION OF  
ARCHITECTURAL FEATURES, SUCH  
AS EAVES, IS ALLOWABLE INTO ANY  
YARD OF 10' OR GREATER.

**WINDOWS**  
**MARVIN ESSENTIAL ALL ULTREX**  
**WINDOWS TYP. - NO SIMULATED**  
**DIVIDED LITE**

DATE 01-10-2023  
JOB NO. 1841044

5865 Owens Drive  
Pleasanton, CA 94588  
925-251-7200

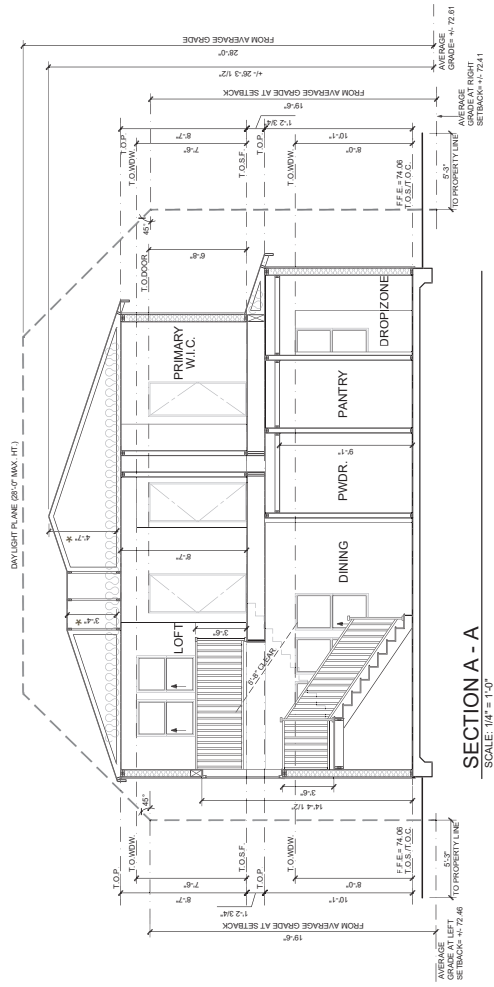


**ELEVATIONS**

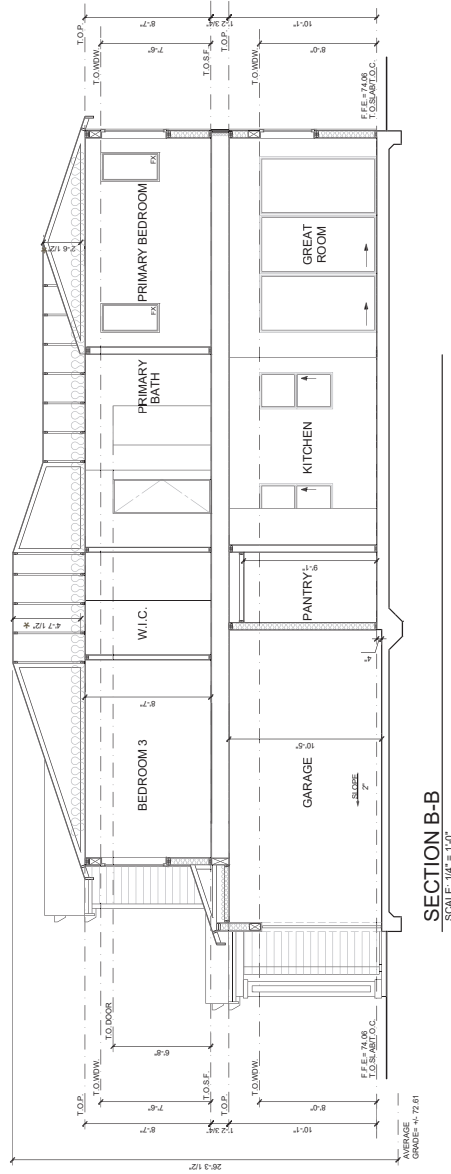
440 UNIVERSITY DR., MENLO PARK  
D28M200-TR

THOMAS JAMES HOMES

A.8



SECTION A-A  
SCALE: 1/4" = 1'-0"



SECTION B-B  
SCALE: 1/4" = 1'-0"

\* AS PER THE MENLO PARK MUNICIPAL CODE (SECTION 18.04.010(A)) THE CLEARANCE BETWEEN THE DISTANCE BETWEEN THE TOP OF THE CEILING JOIST AND THE BOTTOM OF THE ROOF SHEATHING MEASURES LESS THAN FIVE FEET (5') IS EXCLUDED FROM THE FLOOR AREA.

\*\* AS PER MENLO PARK GUIDELINES, 18" INTRUSION OF ARCHITECTURAL FEATURES, SUCH AS EAVES, IS ALLOWED IF THE INTRUSION OF ARCHITECTURAL FEATURES, SUCH AS EAVES, IS ALLOWABLE INTO ANY YARD OF 10' OR GREATER.



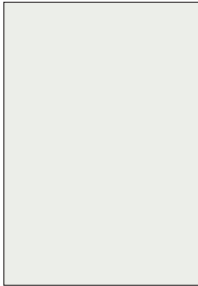
SECTIONS

440 UNIVERSITY DR., MENLO PARK  
D28M200-TR

THOMAS JAMES HOMES

A.9

5865 Owens Drive  
Pleasanton, CA 94588  
925-251-7200



**BODY COLOR**

HORIZONTAL SIDING, WINDOW & DOOR TRIM  
BAY WINDOWS, PANNELLING, EAVES, FASCIA,  
GARAGE DOOR, BACK TRELLIS



**ROOF MATERIAL  
COMPOSITION SHINGLE**



**ACCENT COLOR**

FRONT DOOR, FRONT PORCH COLUMN &  
TRIM



**ACCENT MATERIAL  
BRICK VENEER**

**COLORS & MATERIALS**

440 UNIVERSITY DR., MENLO PARK  
D28M200-TR

THOMAS JAMES HOMES



DATE 01-10-2023  
JOB NO. 1811044

5865 Owens Drive  
Pleasanton, CA 94588  
925-251-7200

**A.10**



440 UNIVERSITY DRIVE  
MENLO PARK, CALIFORNIA 94025

This is an example of design specifications for this particular plan and elevation. Detailed specifications, finishes and fixtures are subject to change, on homes prior to sale, at any time without notice or obligation. Figures, elevations and dimensions are approximate and may vary in construction and depending on the location of measurement lead. Dimensions are shown for informational purposes only and are not to be relied upon. All rights reserved. CA CRE License #02057987

**NOTE:** These drawings are the intellectual property of Thomas James Homes, LLC and shall remain the intellectual property of Thomas James Homes, LLC. ANY REUSE OR ADAPTATION OF THESE DRAWINGS IS STRICTLY PROHIBITED. ALL DIMENSIONS AND MATERIALS ARE TO BE APPROVED BY THE ARCHITECT. ALL DIMENSIONS AND MATERIALS SHALL BE AS SHOWN UNLESS OTHERWISE SPECIFIED. DIMENSIONS SHALL BE TAKEN TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.

DATE: 09/09/23  
DESIGNER: KRISTIN LASKY  
ARCHITECT: DAHLIN

NOTE: RENDERINGS SHOWN ARE FOR ILLUSTRATION PURPOSES ONLY AND ARE NOT INTENDED TO BE AN ACTUAL DEPICTION OF THE HOME OR ITS SURROUNDINGS

**025 M200 A**  
**TRADITIONAL**

**440**  
HOUSE NUMBERS



**EXTERIOR LIGHT FIXTURE**  
8"W X 15.25"H

- PURE WHITE**  
SW 7005
- o SIDING
  - o WINDOW & DOOR TRIM
  - o PANELING, COLUMNS, & TRIM
  - o FASCIA, EAVES, & CORBELS
  - o BACK TRELLIS

- TRICORN BLACK**  
SW 6258
- o FRONT DOOR
  - o GARAGE DOOR



**ELDORADO STONE**  
TUNDRA BRICK - CHALK DUST

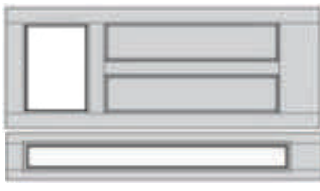


**GAF ROOF SHINGLES**  
CHARCOAL

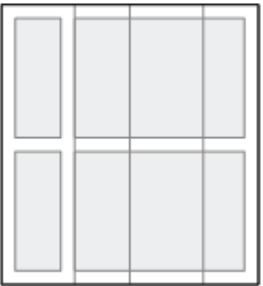


EXTERIOR RENDERINGS  
(NOT TO SCALE)

WINDOW FRAMES: BLACK



**FRONT DOOR**  
MASONITE - HERITAGE - WINSLOW  
FIBERGLASS  
1/4 LITE 2 PANEL DOOR  
FULL SIDELITE



**GARAGE DOOR**  
CLOPAY GRAND HARBOR  
DESIGN 11, INSULATED  
SOLID TOP 11

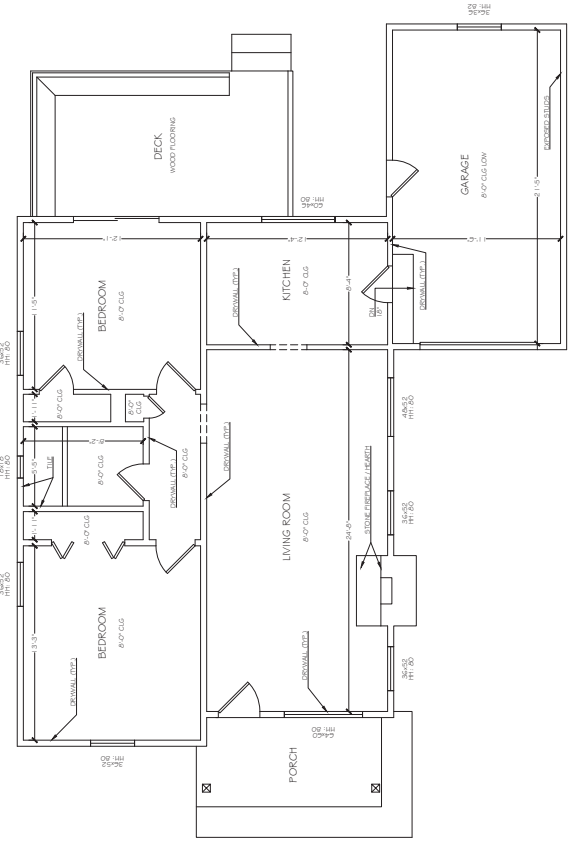


**FENCE STAIN**  
SEMI-TRANSPARENT  
SPANISH MOSS

**LEGEND**

LOW CASEWORK  
 WALK IN CUPBOARD  
 WALK IN PANTRY

FULL HEIGHT CASEWORK  
 WASH DRYER CONDO  
 WASHER  
 DRYER  
 RANGE  
 REFRIGERATOR  
 OVEN  
 JOSH WASHER  
 TRASH COMPACTOR  
 FURNACE  
 WALL HOOKER  
 GAS METER  
 ELECTRIC METER  
 SINK COMPONENTS  
 ELECTRICAL PANEL  
 TANKLESS WATER HEATER  
 WATER HEATER  
 WATER SOFTNER  
 FLOOR DRAIN  
 CG = CEILING HEIGHT  
 RH = HEADROOM



**LEGEND**

	DOWNSPOUT
	AIR CONDITIONER
	UTILITY BOX
	ROOF DRAIN
	ROOF VENT
	ROOF TOP UNIT
	ROOF PANELLED

**PPM**  
PRECISION PROPERTY MEASUREMENTS

3626 E. PACIFIC COAST  
ROAD, SUITE 100  
LONG BEACH, CA 90804  
T: 562.621.9100  
F: 562.650.2966  
WWW.PPMCO.NET

**WORRY FREE RENOVATIONS**  
REFURBISH OR

THOMAS JAMES HOMES

PLAN TYPE

ROOF PLAN

PROJECT NAME

440 UNIVERSITY DRIVE RESIDENCE

PROJECT ADDRESS

440 UNIVERSITY DRIVE,  
MIRALOMA PARK, CA 92655

DATE: 06/14/22  
DRAWN BY: JAC  
CHECKED BY: JAC  
APPROVED BY: JAC

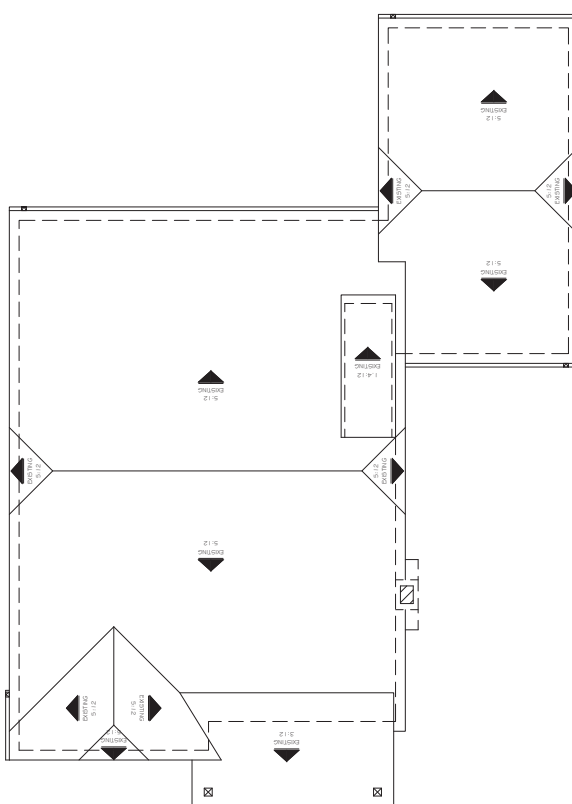


SCALE  
1/4" = 1'-0"

PROJECT:  
33695\_BA

DATE:  
06/14/22

SHEET  
2 of 3



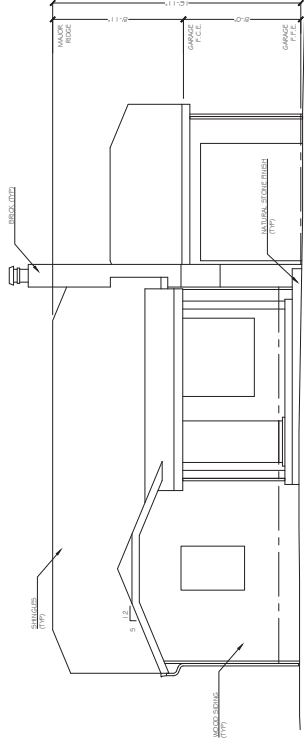
**LEGEND**  
 FINISHED GRADE LINE  
 FINISHED ROOF LINE  
 ROOF PITCH LABEL (R/SLOPE)

**PPM**  
 PRECISION PROPERTY  
 MEASUREMENTS  
 3626 E. PACIFIC COAST  
 ROAD SUITE 100  
 LONG BEACH, CA 90804  
 T 562.621.9100  
 F 562.630.2966  
 WWW.PPMCO.NET

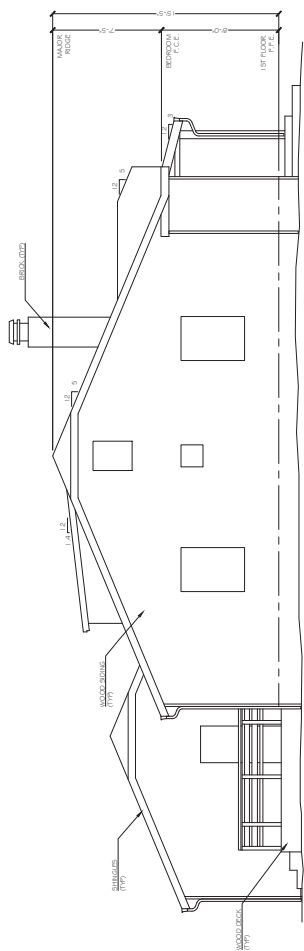
**WORRY FREE  
 RENOVATIONS**  
 WE'VE GOT YOU COVERED

THOMAS JAMES HOMES

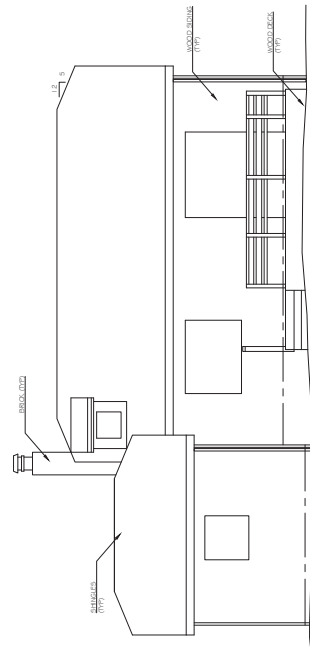
SOUTHWEST



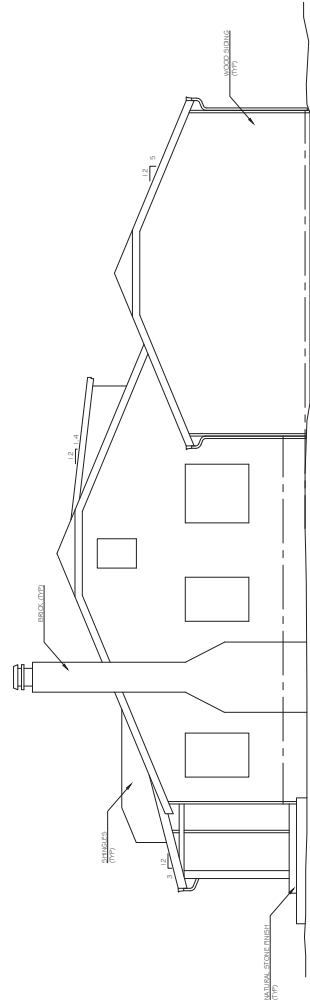
NORTHWEST



NORTHEAST



SOUTHEAST



EXTERIOR ELEVATIONS

440 UNIVERSITY DRIVE RESIDENCE

PROJECT ADDRESS

440 UNIVERSITY DRIVE, MENLO PARK, CA 94025

DATE: 06/14/22  
 DRAWN BY: J. [unreadable]  
 CHECKED BY: J. [unreadable]  
 APPROVED BY: J. [unreadable]  
 PROJECT NO: 22-001  
 SHEET NO: 06/14/22

SCALE: 1/4" = 1'-0"  
 PROJECT: 3365\_BA  
 APPROVED BY: J. [unreadable]  
 DATE: 06/14/22  
 SHEET: 3 of 3





**PROJECT INFO**

- TITLE REPORT: LAYERSHEET  
DATE: MAY 13, 2022
- PROPERTY ADDRESS: 440 UNIVERSITY DRIVE  
MENDO PARK, CALIFORNIA
- ASSessor'S PARCEL NO.: 011-402-280
- AREA: 5,500.57

**BASIS OF BEARINGS**

THE BEARING NORTH 97°07'00" WEST OF THE SOUTHWESTERLY LINE OF LOTS 13 & 29 WHICH FORMS THE SOUTHWESTERLY CORNER OF THE EAST SIDE OF COLLEGE AVENUE, THE EAST LINE OF COLLEGE AVENUE, AND COLLEGE AVENUE WERE ESTABLISHED BY SPLITTING THE PHYSICAL CURB IMPROVEMENTS AS SHOWN ON THAT CERTAIN SUBDIVISION MAP ENTITLED "MAP NO. 2 - STANFORD PARK-BEHO" (APRIL 28, 1913) BY THE COUNTY ENGINEER OF SAN MATEO COUNTY.

**BENCHMARK**

CITY OF MENDO PARK BENCHMARK & CENTER STAKE ON TOP OF CATCH BASIN AT THE SOUTHWESTERLY CORNER OF THE EAST SIDE OF COLLEGE AVENUE AND MIDDLE AVENUE, AT THE NORTHWESTERLY END OF THE MAIN COURSE ELEVATION: 88.09

**FLOOD ZONE**

THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 080800088, DATED OCTOBER 16, 2012, AS BEING LOCATED IN FLOOD ZONE "V".

**ZONE X**

AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MENDO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:  
PORTION OF LOTS 28 AND 29 IN BLOCK 2 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP NO. 2 - STANFORD PARK" (APRIL 28, 1913) BY THE COUNTY ENGINEER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON APRIL 2, 1913 IN BOOK 8 OF MAPS AT PAGE 46, MORE PARTICULARLY RECORDED AS:  
BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF LOT 28 IN BLOCK 2, BEING THE POINT OF BEGINNING OF THE SOUTHWESTERLY LINE OF LOTS 13 & 29 WHICH FORMS THE SOUTHWESTERLY CORNER OF THE EAST SIDE OF COLLEGE AVENUE, THE EAST LINE OF COLLEGE AVENUE, AND COLLEGE AVENUE WERE ESTABLISHED BY SPLITTING THE PHYSICAL CURB IMPROVEMENTS AS SHOWN ON THAT CERTAIN SUBDIVISION MAP ENTITLED "MAP NO. 2 - STANFORD PARK-BEHO" (APRIL 28, 1913) BY THE COUNTY ENGINEER OF SAN MATEO COUNTY.

**EXCEPTIONS**

THERE ARE NO PLUOTTABLE EXCEPTIONS LISTED IN THE TITLE REPORT.

**NOTES**

- EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE TO THE SURVEYOR. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THIS INFORMATION.

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MENDO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:  
PORTION OF LOTS 28 AND 29 IN BLOCK 2 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP NO. 2 - STANFORD PARK" (APRIL 28, 1913) BY THE COUNTY ENGINEER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON APRIL 2, 1913 IN BOOK 8 OF MAPS AT PAGE 46, MORE PARTICULARLY RECORDED AS:  
BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF LOT 28 IN BLOCK 2, BEING THE POINT OF BEGINNING OF THE SOUTHWESTERLY LINE OF LOTS 13 & 29 WHICH FORMS THE SOUTHWESTERLY CORNER OF THE EAST SIDE OF COLLEGE AVENUE, THE EAST LINE OF COLLEGE AVENUE, AND COLLEGE AVENUE WERE ESTABLISHED BY SPLITTING THE PHYSICAL CURB IMPROVEMENTS AS SHOWN ON THAT CERTAIN SUBDIVISION MAP ENTITLED "MAP NO. 2 - STANFORD PARK-BEHO" (APRIL 28, 1913) BY THE COUNTY ENGINEER OF SAN MATEO COUNTY.

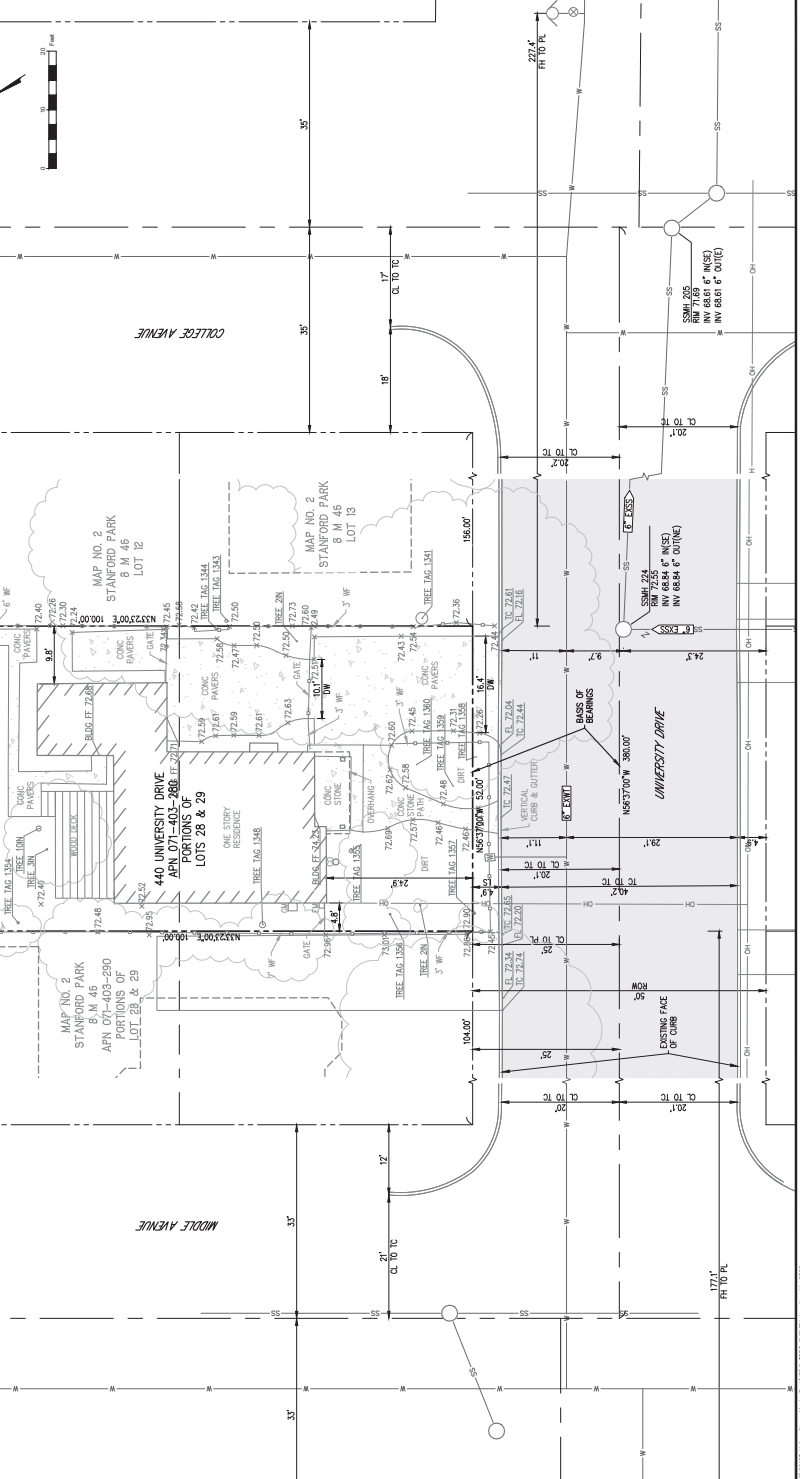
**EXCEPTIONS**

THERE ARE NO PLUOTTABLE EXCEPTIONS LISTED IN THE TITLE REPORT.

**SURVEYOR'S STATEMENT**

I CERTIFY THAT THIS PARCEL'S BOUNDARY WAS ESTABLISHED BY ME OR UNDER MY SUPERVISION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE LAND SURVEYORS ACT, NO. 99, STATUTES OF CALIFORNIA, AND THAT I HAVE CONDUCTED THE SURVEY IN ACCORDANCE WITH THE STANDARDS OF THE PROFESSION OF LAND SURVEYING AND THE PROVISIONS OF THE PROFESSIONAL LAND SURVEYORS ACT, NO. 99, STATUTES OF CALIFORNIA.

NAME: ANDREW TURNER  
LS No. 4007  
DATE: 11/11/2022






**ABBREVIATIONS**

APN	ASSASSOR'S PARCEL NUMBER
CL	CLEAR CUT
CO	CONCRETE
CONC	CONCRETE
DM	DRAINAGE
EL	ELECTRIC METER
EM	EXISTING METER
FI	FIRE HYDRANT
FL	FLOW LINE
GM	GAS METER
LAT	LATERAL
LS	LANDSCAPE
MH	MANHOLE
PL	PROPERTY LINE
ROW	RIGHT OF WAY
SS	SANITARY SEWER
TC	TOP OF CURB
WF	WATER
WF	WOOD FENCE

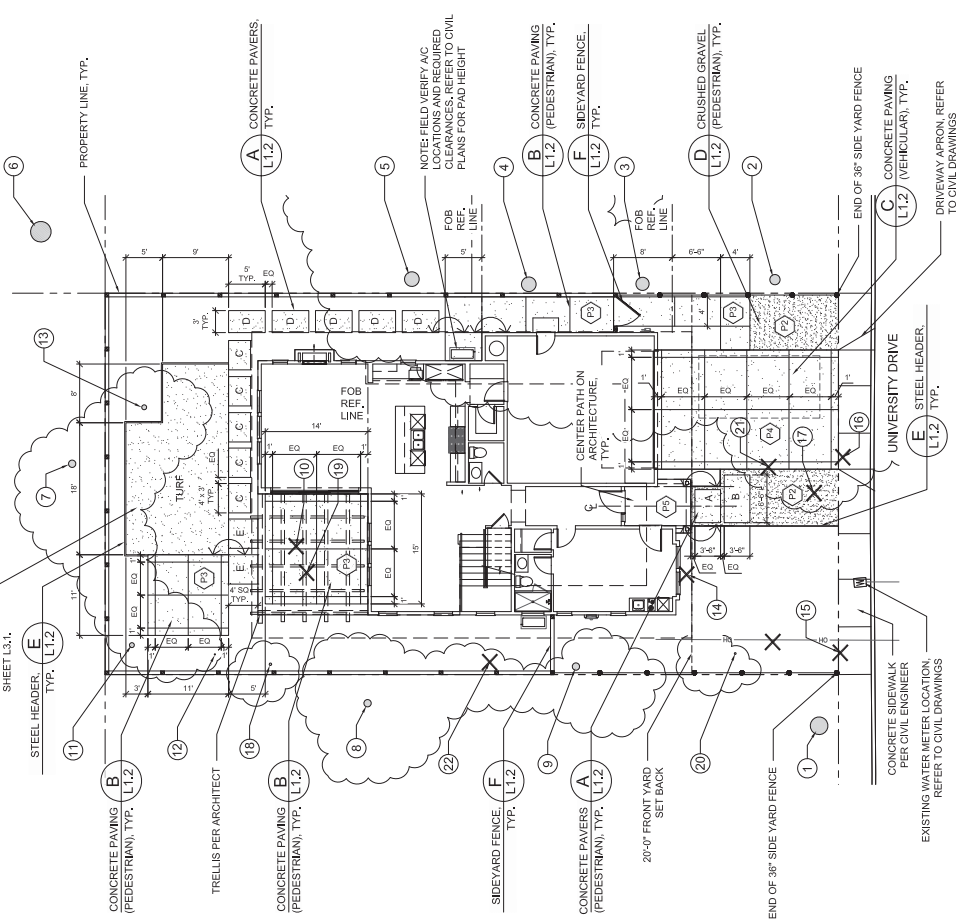
**LEGEND**

- BOUNDARY LINE
- RIGHT-OF-WAY
- LOT LINE
- CENTER LINE
- SANITARY SEWER
- STORM DRAIN
- WATER MAIN
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- ELECTRIC METER
- POWER POLE
- CHAIN LINK FENCE
- WOOD FENCE
- TREE

**SEWER NOTE:**  
THERE IS NO OBSERVABLE EVIDENCE OF THE SANITARY SEWER LATERAL OR SERVICE TO THE SITE. THE DEVELOPER IS HAVING THE SANITARY SEWER LATERAL AND SERVICE LOCATED. THE EXISTING CONDITION, PLANS WILL BE UPDATED WHEN THIS INFORMATION IS AVAILABLE.

PROJECT NAME: COLONY HILLS PARK  
 440 UNIVERSITY DRIVE  
 LANDSCAPE CONSTRUCTION DRAWINGS  
 DRAWING TITLE: LAYOUT PLAN  
 DATE: \_\_\_\_\_  
 SHEET NO.: 11.1



- ### CONSTRUCTION NOTES
- LOCAL CODES AND ORDINANCES: WORK SHALL CONFORM TO ALL LOCAL CODES, ORDINANCES, AND REQUIREMENTS, INCLUDING FEDERAL ACCESSIBILITY GUIDELINES. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE CODES AND OTHER JURISDICTIONAL REQUIREMENTS.
  - UTILITIES: CONTACT COMMON GROUND ALLIANCE (CGA) AT 811 AT LEAST TWO WORKING DAYS IN ADVANCE OF WORK (PER CA GOV. CODE 4216). THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, WHETHER SHOWN OR NOT, AND SHALL PAY FOR ANY DAMAGE TO THE CONTRACTOR'S OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.
  - DISCREPANCIES: NOTIFY DISTRICTS REPRESENTATIVE OF ANY VARIATIONS BETWEEN THE CONTRACT DOCUMENTS AND FIELD CONDITIONS. DO NOT PROCEED WHERE DIFFERENCES EXIST THAT WOULD AFFECT THE WORK, ALL ADJUSTMENTS DUE TO FIELD CONDITIONS MUST BE APPROVED BY THE DISTRICT'S REPRESENTATIVE PRIOR TO CONTINUING.
  - LAYOUT NOTES: THE WRITTEN DIMENSION SUPERCEDES SCALED OR GRAPHIC DIMENSIONS UNLESS NOTED OTHERWISE. PERPENDICULAR POINTS UNLESS NOTED OTHERWISE. DIMENSIONS ARE TO CENTERLINE OR FACE OF MASONRY, CONCRETE, OR FORMING SUBSTRATE UNLESS NOTED OTHERWISE.
  - COORDINATION: CONTRACTOR SHALL COORDINATE WORK BETWEEN TRADES. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LAYOUT PLAN, INCLUDING OTHER UNDERGROUND UTILITIES, CURBS, AND CONCRETE.
  - VERTICAL WORK: ALL VERTICAL CONSTRUCTION SHALL BE INSTALLED TRUE AND PLUMB. ALL CURBS AND TOPS OF WALLS, FENCES, ETC. SHALL BE LEVEL UNLESS NOTED OTHERWISE. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LAYOUT PLAN, INCLUDING OTHER UNDERGROUND UTILITIES, CURBS, AND CONCRETE.
  - LEAD TIME: SPECIFIED MATERIALS MAY REQUIRE A SIGNIFICANT LEAD TIME. CONTRACTOR IS SOLELY RESPONSIBLE TO LEAD TIMES AND TO PROVIDE SUBMITTALS, AND ORDER MATERIAL, AND ENSURE DELIVERY TO THE JOB SITE TO ALLOW TIMELY PROGRESSION OF WORK.
  - EXISTING WORK: WHERE NEW CONSTRUCTION ADJUTS EXISTING WORK, ALL EXISTING WORK SHALL BE PROTECTED AND MAINTAINED. ALL EXISTING WORK SHALL BE IN ACCORDANCE WITH THE LAYOUT PLAN, INCLUDING OTHER UNDERGROUND UTILITIES, CURBS, AND CONCRETE.
  - FENCES: FENCE LOCATIONS SHOWN ARE DIAGRAMMATIC AND FINAL LOCATIONS ARE TO BE COORDINATED IN THE FIELD BY THE LANDSCAPE CONTRACTOR.
  - ADDITIONAL NOTES: SEE SHEET L1.2 FOR CONSTRUCTION DETAILS.

### SITE CALCULATIONS (PERFORMANCE APPROACH)

DESCRIPTION	SF	% OF LOT AREA
440 UNIVERSITY DRIVE		
EXISTING		
GROSS LOT SF AREA	5,200 SF	100%
TOTAL PERMEABLE AREA	2,294 SF	44%
TOTAL LANDSCAPE AREA	2,093 SF	100%
SHRUB AREA (% OF TOTAL LANDSCAPE AREA)	1,789 SF	85%
TURF AREA (% OF TOTAL LANDSCAPE AREA)	324 SF	15%
AGGREGATE PATHS AND PATIOS	201 SF	
TOTAL IMPERMEABLE AREA	2,954 SF	57%
AREA UNDER GARAGE	1,752 SF	34%
CONCRETE DRIVEWAY	400 SF	
COVERED CONCRETE	210 SF	
UNCOVERED CONCRETE	121 SF	
FRONT PORCH	48 SF	
CONCRETE PAVERS	206 SF	
TRASH AREA PAD	218 SF	
20' FRONT YARD SETBACK PERMEABLE	1,040 SF	60%
IMPERMEABLE	628 SF	40%

**NOTE: WATER SUPPLY IS DOMESTIC.**

I have complied with the criteria of the Water Efficient Landscape Ordinance and applied them for the efficient use of water in the Landscape Design Plan.

DATE: 11/16/22

SIGNATURE: \_\_\_\_\_

### LAYOUT LEGEND

SYMBOL	DESCRIPTION
ADJ.	ADJACENT
BOC	BACK OF CURB
CL	CENTERLINE
CLR	CLEARANCE
EQ	EQUAL DISTANT
INL	IN LIEU OF
MIN	MINIMUM
NAT	NATIVE GRASS
OH	OVERHANG
PA	POINT OF BEGINNING
SI	SIMILAR TO
TI	TYPICAL
TURF	TURF AREA
VER	VERIFY IN FIELD

### PAVING AND FENCING LEGEND

CONCRETE PAVERS PER DETAIL A1.1.2; STANDARD GRAY CONCRETE WITH ACID ETCH FINISH WITH TOP CAST #07 SURFACE RETARDANT. JOINTS TO BE PLACED AT 12' ON CENTER. (SEE SHEET L3.1, AND AT BACKWARD - FULL GAP WITH PLANTING. SEE SHEET L3.1).

DECORATIVE GRAVEL PER DETAIL D1.1.2; 1/2" UNDO 3/4" CRUSHED AGGREGATE "YOSAMITE TAN". 2" OVER COMPACTED SUBGRADE OVER FILTER FABRIC, WITH 8' GALVANIZED WIRE STAPLES.

CONCRETE PAVING (PEDESTRIAN) PER DETAIL B1.1.2; STANDARD GRAY CONCRETE WITH ACID ETCH FINISH WITH TOP CAST #07 SURFACE RETARDANT MANUFACTURED BY GRACE PRODUCTS. TOOLED SCORE JOINTS AS SHOWN ON PLANS.

CONCRETE TO BE POURED WITH ARCHITECTURE. REFER TO STRUCTURAL DRAWINGS.

REBAR: VERIFY PER DETAIL L1.1.2, 3/4" (CONTRACTOR TO VERIFY, INCLUDES ONE (1) GATE).

30' FENCE SIMILAR TO SIDEYARD FENCE PER DETAIL F1.1.2. 80' FENCE (CONTRACTOR TO VERIFY).

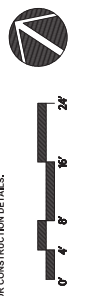
STEEL HEADER, TYP. REFER TO PLAN FOR EXACT LOCATIONS AND CONDITIONS.

EXISTING TREES TO REMAIN UNLESS NOTED OTHERWISE. SEE TREE PROTECTION PLAN & NOTES ON SHEET L3.3.

### TREE PROTECTION CHART

NOTE: SEE ARBORIST REPORT FOR ADDITIONAL INFORMATION AND TREE PROTECTION PLAN ON SHEET L3.3

TREE #	TAG #	STATUS	LOCATION	SCIENTIFIC NAME	COMMON NAME	DBH (in)	ACTION
1	1340	HERITAGE	OFF-SITE	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	30	RETAIN
2	1341	HERITAGE	OFF-SITE	LIQUIDAMBAR	SWEET GUM	15	RETAIN
3	1342	HERITAGE	OFF-SITE	QUERCUS LOBATA	VALLEY OAK	20	RETAIN
4	1343	HERITAGE	OFF-SITE	QUERCUS LOBATA	VALLEY OAK	20	RETAIN
5	1344	HERITAGE	OFF-SITE	QUERCUS LOBATA	VALLEY OAK	25	RETAIN
6	1345	HERITAGE	OFF-SITE	CELRUS DECORARA	DEODAR CEDAR	35	RETAIN
7	1346	NON-PROTECTED	OFF-SITE	FIGUS CARICA	FIG	10	RETAIN
8	1347	NON-PROTECTED	OFF-SITE	DIOSPYROS VIRGIN	PERSIMMON	8	RETAIN
9	1348	NON-PROTECTED	ON-SITE	PITTIOSPORUM TOBIRA	SWEET TOBIRA	10	RETAIN
10	1349	NON-PROTECTED	ON-SITE	ACER PALMATUM	JAPANESE MAPLE	9	REMOVE
11	1350	NON-PROTECTED	ON-SITE	CYANANTHEMUM CAMPHORA	CAMPHOR	8	RETAIN
12	1352	NON-PROTECTED	ON-SITE	LIMNANTHUS RAINTONNETII	POTATO BUSH	6	RETAIN
13	1354	NON-PROTECTED	ON-SITE	CITRUS LIMON	LEMON	9	RETAIN
14	1355	NON-PROTECTED	ON-SITE	ARBUTUS UNEDO	STRAWBERRY	9	REMOVE
15	1357	NON-PROTECTED	ON-SITE	PRUNUS CERASIFERA	PURPLE LEAF PLUM	5	REMOVE
16	1358	NON-PROTECTED	ON-SITE	PRUNUS CERASIFERA	PURPLE LEAF PLUM	4	REMOVE
17	1359	NON-PROTECTED	ON-SITE	LAGERSTROEMIA INDICA	CRAPPE MYRTLE	4	REMOVE
18	1351	NON-PROTECTED	ON-SITE	CITRUS LIMON	LEMON	3	RETAIN
19	1353	NON-PROTECTED	ON-SITE	CAMELLIA SP.	CAMELLIA	3	REMOVE
20	1356	NON-PROTECTED	ON-SITE	ACER PALMATUM	JAPANESE MAPLE	3	RETAIN
21	1360	NON-PROTECTED	ON-SITE	ACER PALMATUM	JAPANESE MAPLE	3	REMOVE
22	N/A	NON-PROTECTED	ON-SITE	STUMP	STUMP	10	REMOVE



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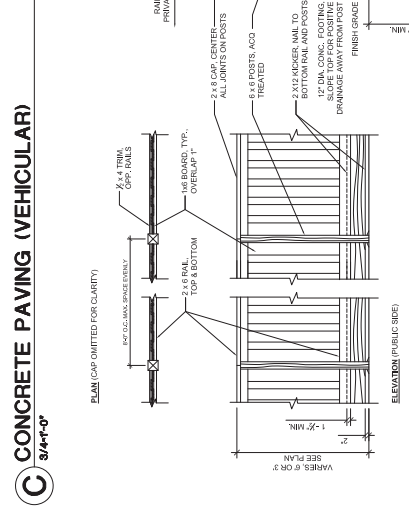
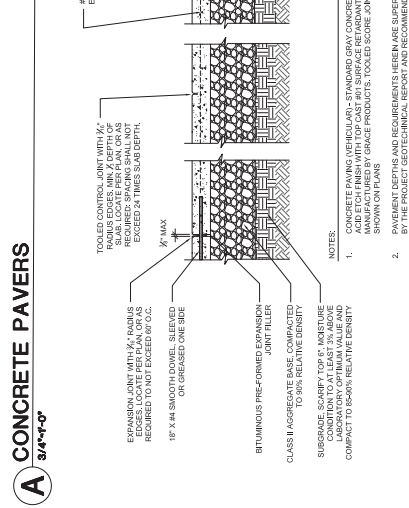
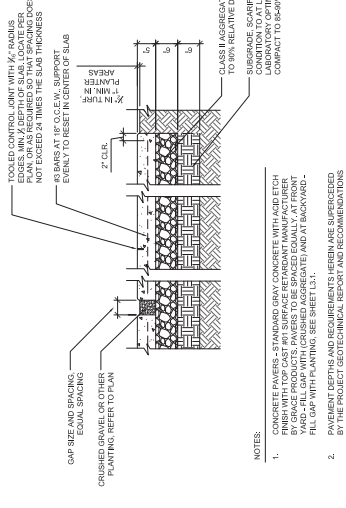
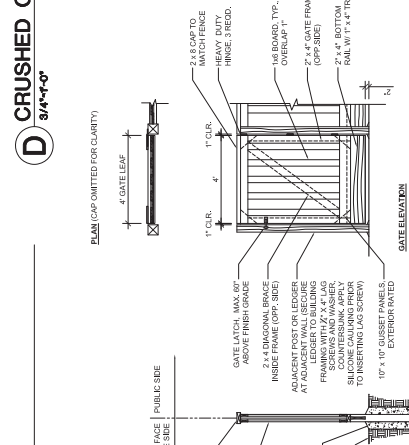
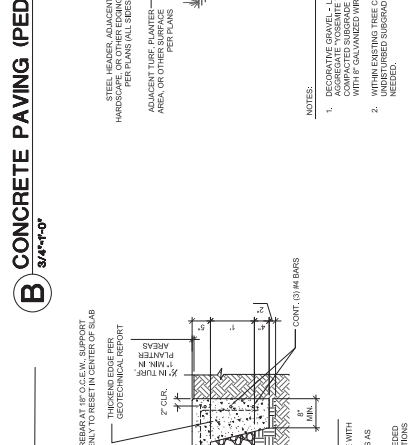
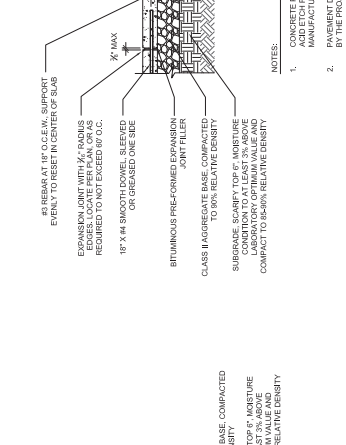
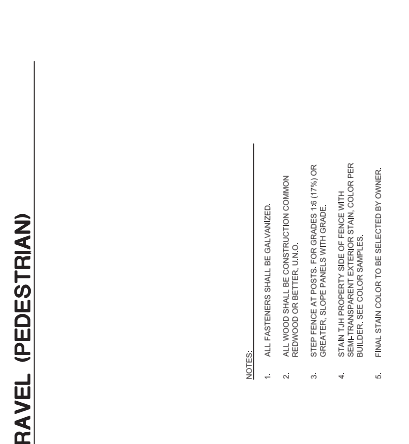
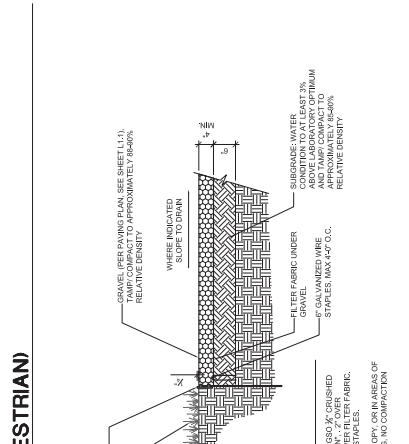
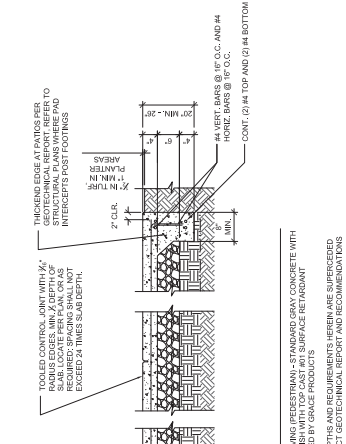
**VAN DORN ABEID**  
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2000 15TH ST. SUITE 100  
SAN FRANCISCO, CA 94103  
TEL: 415.774.4444  
WWW.VANDORNABEID.COM

**LANDSCAPE CONSTRUCTION DRAWINGS**  
PROJECT NAME: COLTON  
440 UNIVERSITY DRIVE  
MELBO PARK  
DRAWING TITLE: CONSTRUCTION DRAWINGS

NO.	DESCRIPTION	BY	DATE

**CONSTRUCTION DETAILS**  
SCALE: AS NOTED  
DATE: 1/11/22  
PROJECT NO.: V22212

SHEET NO.: **L1.2**



**CITY OF MENLO PARK WATER EFFICIENT LANDSCAPE ORDINANCE (WELO) COMPLIANCE:**

THIS LANDSCAPE PLANTING AND IRRIGATION DESIGN IS UTILIZING:  
**PRESCRIPTIVE OPTION A:**

- FOR RESIDENTIAL PROJECTS IMPACTING 52,500 SF OF LANDSCAPE AREA
- TOTAL TURF MUST BE 25% OR LESS OF TOTAL DISTURBED LANDSCAPE AREA
- REMAINING 75% OF PROPOSED PLANTING MUST BE OF LOW WATER SPECIES (AVERAGE WUCOLS: 0.3)

SEE CHART BELOW FOR THE LANDSCAPE AREA CHART.

**LANDSCAPE AREA CHART:**

LOW (8X5%) & MEDIUM (11.5%) WATER USE TREE, SHRUB, GROUND COVER & VINES:	1,749 SF
HIGH WATER USE TURF:	324 SF
TOTAL LANDSCAPE AREA:	2,073 SF
PERCENT TURF: 324 / 2073:	15.6% TURF

TOTAL LANDSCAPE AREA IS LESS THAN 2500 SF & TURF AREA IS LESS THAN 25% OF TOTAL LANDSCAPE AREA, LANDSCAPE COMPLIES WITH PRESCRIPTIVE OPTION A.

**LANDSCAPE DESIGN INTENT STATEMENT:**

- THE PLANTING AND IRRIGATION HAS BEEN DESIGNED FOR MAXIMUM EFFICIENCY AND WATER CONSERVATION:
- SMART E.T. WEATHER BASED IRRIGATION CONTROLLER WITH AUTOMATIC WATER SCHEDULE ADJUSTMENTS DAILY BASED UPON LOCAL SITE CLIMATIC CONDITIONS.
  - RAIN SHUTOFF DEVICE.
  - LOW VOLUME DRIP EMITTERS AT TREE, SHRUB AND GROUND COVER PLANTING AREAS.
  - ALL TREE, SHRUB AND GROUND COVER AREAS PLANTING AREAS UTILIZE 75% OR MORE LOW WATER USE PLANT MATERIALS FOR PRESCRIPTIVE OPTION A WELO COMPLIANCE.
  - SEPARATE HYDROZONE VALVE CIRCUITS FOR SUN AND PART SHADE AREAS.
  - HIGH WATER USE TURF AREA IS LESS THAN 25% OF THE LANDSCAPE AREA.
  - THE LANDSCAPE PLANTING AND IRRIGATION SYSTEM COMPLIES WITH THE CITY'S WATER EFFICIENT LANDSCAPE ORDINANCE (WELO).

**CITY OF MENLO PARK WATER EFFICIENT LANDSCAPE ORDINANCE (WELO) CHECKLIST:**

Item	Description	Compliance
1	Project is a residential project impacting less than 52,500 SF of landscape area.	Yes
2	Total turf is 15.6% of total landscape area, which is less than 25%.	Yes
3	Remaining 75% of landscape area is planted with low water use species (WUCOLS < 0.3).	Yes
4	Smart E.T. weather-based irrigation controller is installed.	Yes
5	Rain shutoff device is installed.	Yes
6	Low volume drip emitters are used for trees, shrubs, and ground cover.	Yes
7	Planting materials are low water use (WUCOLS < 0.3).	Yes
8	Hydrozone valve circuits are installed for sun and part shade areas.	Yes
9	High water use turf area is less than 25% of total landscape area.	Yes

Item	Description	Compliance
10	Contractor shall create a baseline program and a separate program for the plant establishment period.	Yes
11	Irrigation controller is an ET weather-based smart controller that utilizes a baseline program and adjusts the run time schedule daily based upon local weather conditions.	Yes
12	Contractor shall set up and program a separate hydrozone controller account and provide access information to the owner's representative.	Yes
13	Contractor shall provide the owner's representative with written verification of the following: <ul style="list-style-type: none"> <li>Irrigation controller is communication with wired/wireless rain/freeze/weather sensors.</li> <li>Irrigation controller is connected to and operating all valves correctly.</li> <li>Irrigation controller is communicating with master valve and flow sensor and correct K-values have been utilized to ensure accurate water flow measurements.</li> <li>Normally closed master valve shall be programmed to turn on when controller valves operate.</li> <li>Irrigation controller's flow monitoring has been enabled and programmed for leak detection alert notification to property owner.</li> </ul>	Yes

**GENERAL NOTES:**

- THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, ETC., SHOWN WITHIN PAVED AREAS ARE FOR DESIGN CLARIFICATION ONLY AND ARE NOT TO BE CONSIDERED PART OF THE DESIGN. CONTRACTOR SHALL VERIFY ALL PIPING AND VALVES HAVE BEEN INSTALLED CORRECTLY. CONTRACTOR SHALL VERIFY ALL PIPING AND VALVES ARE INSTALLED CORRECTLY. CONTRACTOR SHALL VERIFY ALL PIPING AND VALVES ARE INSTALLED CORRECTLY. CONTRACTOR SHALL VERIFY ALL PIPING AND VALVES ARE INSTALLED CORRECTLY.
- CONTRACTOR SHALL VERIFY P.O.C. LOCATES SIZE AND PRESSURE ON-SITE PRIOR TO BEGINNING WORK. SEE IRRIGATION NOTES FOR TEST REQUIREMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CORRECTIVE MEASURES REQUIRED TO BRING THE SYSTEM, AT NO ADDITIONAL COST TO THE OWNER, TO IRRIGATION SYSTEM IS INSTALLED WITHOUT REQUIRED TESTS, AND DISCREPANCIES IN PRESSURE AND P.O.C. METER SIZE ARE DISCOVERED THAT PREVENT THE IRRIGATION SYSTEM FROM FUNCTIONING CORRECTLY.

**WATER PRESSURE AT P.O.C. NOTES:**

- CONTRACTOR SHALL VERIFY WATER PRESSURE ON SITE. IF PRESSURE IS 65 PSI OR HIGHER AT P.O.C., CONTRACTOR SHALL INSTALL A PRESSURE REDUCER AT THE IRRIGATION SYSTEM POINT OF CONNECTION (P.O.C.), AND SET PRESSURE REDUCER TO 50 PSI. PRESSURE REDUCER SHALL BE WILKINS LEAD FREE 50X1.5-1/2" (INCLUDES PRESSURE REDUCER & FILTER), LINE SIZE, SEE IRRIGATION DETAILS.
- IF PRESSURE IS LESS THAN 65 PSI OMIT PRESSURE REDUCER.
- IF PRESSURE IS LESS THAN 60 PSI NOTIFY OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT FOR CORRECTIVE MEASURES.

**SLEEVE & CONDUIT NOTES:**

- FOR DESIGN CLARITY DUE TO THE SCALE OF THE DRAWINGS, NOT ALL SLEEVES MAY BE SHOWN IN THE SMALLER AREAS OF THE SITE. FIELD CONDITIONS MAY ALSO VARY, AND MORE SLEEVES MAY BE REQUIRED THAN WHAT IS SHOWN ON THE DRAWINGS. CONTRACTOR SHALL VERIFY FIELD CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR INSTALLING SLEEVES AT ALL PIPINGS AND CONTROL WIRES CROSSING UNDER PAVED AREAS.
- SLEEVE AND CONDUIT DEPTHS SHALL BE AS FOLLOWS: 24" MIN. BURY. UNDER PEDESTRIAN PAVING & 36" MIN. BURY UNDER VEHICULAR PAVING.
  - WHERE LATERAL LINES WITH SLEEVES CROSS ROADS OR DRIVEWAYS, CONTRACTOR SHALL INSTALL ONE SPARE 4" CLASS SCH-40 PVC SLEEVE.
  - WHERE MAIN LINES WITH SLEEVES CROSS ROADS OR DRIVEWAYS, CONTRACTOR SHALL INSTALL ONE SPARE 6" SCH-40 PVC SLEEVE.
  - WHERE LOW VOLTAGE CONTROL WIRES CROSS UNDER PAVED AREAS, INSTALL IN SCH-40 CONDUIT. CONDUIT SIZE SHALL BE 1" OR LARGER. 50 WIRES CAN BE EASILY PULLED THROUGH CONDUIT.
  - COORDINATE WITH OTHER TRADES FOR ALL SLEEVING, ETC.

**ATMOSPHERIC VACUUM BREAKER REMOTE CONTROL VALVE NOTES:**

- ATMOSPHERIC VACUUM BREAKER (AVB) REMOTE CONTROL VALVES MUST BE INSTALLED IN A LOCATION SO THAT THEY ARE 12" MINIMUM ABOVE THE HIGHEST ELEVATION SPRINKLER/EMITTER HEAD IN EACH ZONE/IRRIGATION SYSTEM.
- CONTRACTOR SHALL FIELD VERIFY LOCATION OF HIGHEST SPRINKLER/EMITTER HEAD(S) AND INSTALL THE ROY'S AT A LOCATION WHERE THEY WILL BE 12" MINIMUM ABOVE THE HIGHEST ELEVATION SPRINKLER/EMITTER HEAD IN THE ZONE. CONTRACTOR SHALL VERIFY THAT THE ROY'S IS INSTALLED AT THE CORRECT LOCATION. CONTRACTOR SHALL VERIFY THAT THE ROY'S IS INSTALLED AT THE CORRECT LOCATION. CONTRACTOR SHALL VERIFY THAT THE ROY'S IS INSTALLED AT THE CORRECT LOCATION. CONTRACTOR SHALL VERIFY THAT THE ROY'S IS INSTALLED AT THE CORRECT LOCATION.
- THE ROY'S LOCATIONS INDICATED ON THE IRRIGATION PLANS ARE DIAGRAMMATIC APPROXIMATE ONLY. CONTRACTOR SHALL FIELD VERIFY CORRECT INSTALLATION LOCATIONS AS NOTED ABOVE.
- ROY'S THAT ARE NOT INSTALLED 12" ABOVE THE HIGHEST ELEVATION SPRINKLER/EMITTER HEAD IN THE IRRIGATION SYSTEM WILL NOT BE ACCEPTED. SEE IRRIGATION DETAILS.

**SPECIAL REQUIREMENTS AT EXISTING TREE NOTES:**

- IF EXISTING TREES ARE PRESENT, ALL UNDERGROUND IRRIGATION LINES SHALL BE ROUTED OUTSIDE THE DRIP LINES WHERE POSSIBLE.
- IF UNDERGROUND IRRIGATION LINES MUST TRAVEL THROUGH THE DRIP LINE AREA, LOCATION OF IRRIGATION LINES SHALL BE REVIEWED WITH PROJECT ARCHITECT AND APPROVED PRIOR TO INSTALLATION. WHEN LINES ARE PROPOSED WITHIN A DISTANCE FROM THE TRUNKS OF FIVE (5) TIMES THEIR DIAMETER, THE PROJECT ARCHITECT MAY RECOMMEND THAT A PNEUMATIC AIR DEVICE IS USED TO EXCAVATE THE TRENCH.

**IRRIGATION CONTROLLER NOTES:**

- CONTRACTOR SHALL CREATE THE BASELINE PROGRAM, AND CREATE A SEPARATE PROGRAM FOR THE PLANT ESTABLISHMENT PERIOD.
- IRRIGATION CONTROLLER IS AN ET WEATHER BASED SMART CONTROLLER THAT UTILIZES BASELINE PROGRAM AND ADJUSTS THE RUN TIME SCHEDULE DAILY BASED UPON LOCAL WEATHER CONDITIONS, FOR MAXIMUM WATER EFFICIENCY.
- CONTRACTOR SHALL SET UP AND PROGRAM HUNTER HYDRAWISE CONTROLLER ACCOUNT AND PROVIDE ACCESS INFORMATION TO OWNERS REPRESENTATIVE.
- CONTRACTOR SHALL PROVIDED OWNERS REPRESENTATIVE WITH WRITTEN VERIFICATION THE FOLLOWING HAS BEEN DONE:
  - IRRIGATION CONTROLLER IS COMMUNICATION WITH WIRED/WIRELESS RAIN/FREEZE/WEATHER SENSORS.
  - IRRIGATION CONTROLLER IS CONNECTED TO AND OPERATING ALL VALVES CORRECTLY.
  - IRRIGATION CONTROLLER IS COMMUNICATING WITH MASTER VALVE AND FLOW SENSOR AND CORRECT 'K' VALUES HAVE BEEN UTILIZED TO ENSURE ACCURATE WATER FLOW MEASUREMENTS.
  - NORMALLY CLOSED MASTER VALVE SHALL BE PROGRAMED TO TURN ON WHEN CONTROLLER VALVES OPERATE.
  - IRRIGATION CONTROLLER'S FLOW MONITORING HAS BEEN ENABLED AND PROGRAMMED FOR LEAK DETECTION ALERT NOTIFICATION TO PROPERTY OWNER.



PROJECT NAME: COUNTRY CLUB  
 440 UNIVERSITY DRIVE  
 MENLO PARK, CA 94025  
 LANDSCAPE CONSTRUCTION DRAWINGS

DATE: \_\_\_\_\_  
 BY: \_\_\_\_\_  
 DESCRIPTION: \_\_\_\_\_

PROJECT NO.: 122  
 DRAWING NO.: 12212  
 SHEET NO.: 12.1



CLIENTS  
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PROJECT NAME/LOCATION  
 WELO PARK  
 440 UNIVERSITY DRIVE  
 LANDSCAPE  
 CONSTRUCTION DRAWINGS

DRAWING TITLE  
 PLANTING PLAN & LEGEND

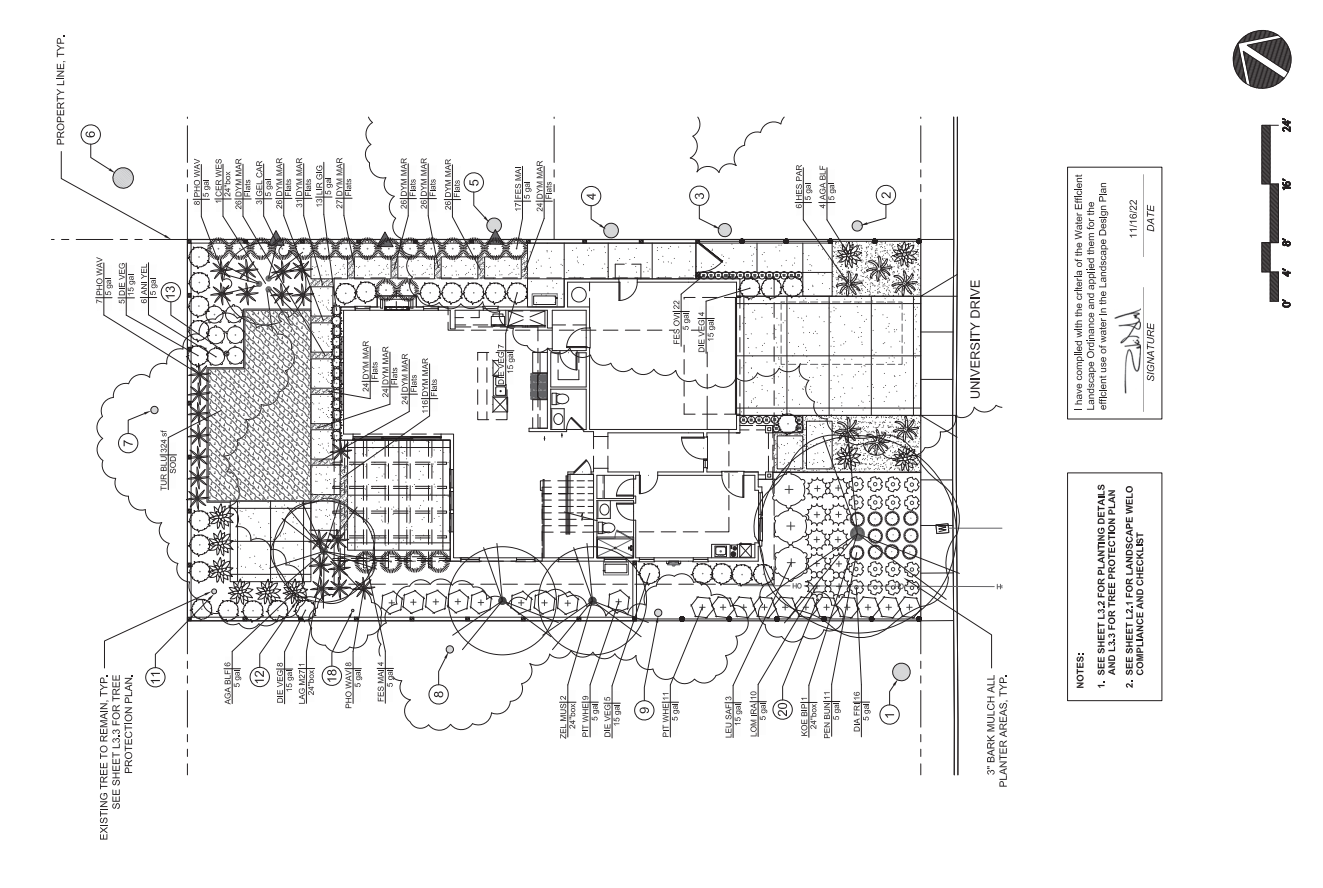
DATE  
 11/16/22

SCALE  
 1/8" = 1'-0"

DATE  
 11/16/22

PROJECT NO.  
 V22212

SHEET NO.  
**13.1**



### PLANT SCHEDULE

TREES	SYMBOLS	COMMON NAME	BOTANICAL NAME	COMMON NAME	BOTANICAL NAME	QTY	REMARKS
		CERVIES	CERVIS OCCIDENTALIS	WESTERN REDBUD	24'BOX	1	WUCOLS (L), 10'-20" (H) X 10'-16" (W)
		KOE BIF	KOELREUTERA BINNATA	CHINESE FLAME TREE	24'BOX	1	WUCOLS (L), 20'-40" (H) X 20'-40" (W)
		LAG M27	LAGERSTROMIA INDICA X FAUREI MUSKOGEE	MUSKOGEE CRAWPE MYRTLE	24'BOX	1	WUCOLS (L), 15'-20" (H) X 15" (W)
		ZEL M15	ZELKOVA SERRATA MUSHASHINO	MUSHASHINO JAPANESE ZELKOVA	24'BOX	2	WUCOLS (H), 40" (H) X 15" (W)
		AGA BLF	AGAVE X BLUE FLAME	BLUE FLAME AGAVE	5 GAL	10	REMARKS WUCOLS (L), 2'-2" (H) X 2" (W)
		ANI VEL	ANGONANTHOS X 'YELLOW GEM'	YELLOW GEM MANGARDO PAV	5 GAL	6	WUCOLS (L), 4'-6" (H) X 1'-2" (W)
		DIH PFI	DIANELLA REVOLUTA 'LITTLE REY'	LITTLE REY FLAX LILY	5 GAL	16	WUCOLS (L), 2'-4" (H) X 3" (W)
		DIE VEG	DIESES VEGETA	AFRICANIBS	15 GAL	28	WUCOLS (L), 2'-2" (H) X 2'-2" (W)
		FES M41	FESTUCA MIREI	ATLAS FESCUE	5 GAL	21	WUCOLS (L), 2'-2" (H) X 2'-2" (W)
		FES OVI	FESTUCA OVINA GLAUGA 'ELIJAH BLUE'	BLUE FESCUE	5 GAL	22	WUCOLS (L), 1" (H) X 1.5" (W)
		HES PAR	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL	6	WUCOLS (L), 3'-4" (H) X 4.5" (W)
		LEU SAF	LEUCADENDRON X 'SAFARI SUNSET'	SAFARI SUNSET CONEBUSH	15 GAL	3	WUCOLS (L), 6'-10" (H) X 6'-6" (W)
		LEU GIG	LEUCODENDRON X 'GIANT'	GIANT LEUCODENDRON	5 GAL	13	WUCOLS (H), 1.5'-5" (H) X 1.5'-4" (W)
		LOM RA	LOMANSA LONGIFOLIA 'BREEZE TM'	BREEZE MAT FLUSH	5 GAL	10	WUCOLS (L), 2'-2" (H) X 2'-4" (W)
		PEN BUN	PENSETUM ALOPECUROIDES 'LITTLE BUNNY'	LITTLE BUNNY FOUNTAIN GRASS	5 GAL	11	WUCOLS (L), 1'-2" (H) X 1'-2" (W)
		PHO WAY	PHORMIUM X 'YELLOW WAVE'	YELLOW WAVE NEW ZEALAND FLAX	5 GAL	23	WUCOLS (L), 3'-4" (H) X 3'-4" (W)
		PIT WHE	PITISPORUM TORRA DWARF VAREGATA	WHEELER'S DWARF MOOK ORANGE	5 GAL	20	WUCOLS (L), 2'-3" (H) X 2'-3" (W)
		GEL CAR	GELSENIUM SEMPERVIRENS	JESSAMINE ESPALLER	5 GAL	3	REMARKS WUCOLS (L) SPREADING
		DYM MAR	DYMONDIA MARGARETAE	SILVER CARPET DYMONDIA	FLATS	42 SF	REMARKS WUCOLS (L) SPRINGS - FALTED AT 4" O.C.
		TUR BELU	TURF	90% DWARF FESCUE 10% KENTUCKY BLUE	SOD	324 SF	WUCOLS (H)

**LEGEND**

TREE NUMBER

EXISTING TREES TO REMAIN  
 SEE TREE PROTECTION PLAN & NOTES ON SHEET L3.3

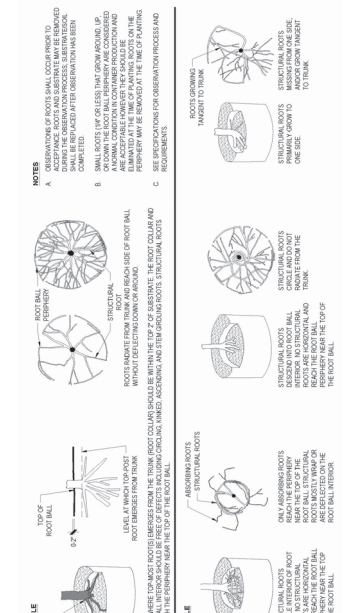
NOTES:  
 1. SEE SHEET L3.2 FOR PLANTING DETAILS  
 AND L3.3 FOR TREE PROTECTION PLAN  
 2. SEE SHEET L2.1 FOR LANDSCAPE WELO COMPLIANCE AND CHECKLIST

I have complied with the criteria of the Water Efficient Landscape Ordinance and applied them for the efficient use of water in the Landscape Design Plan.

SIGNATURE: *[Signature]* DATE: 11/16/22

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE: 0' 4' 8' 12' 16' 20' 24'



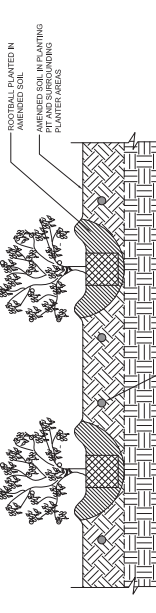
**ROOT STRUCTURE: CONTAINERIZED PLANTS**



**PLANTED AREA EDGE CONDITION AT HARDSCAPE**



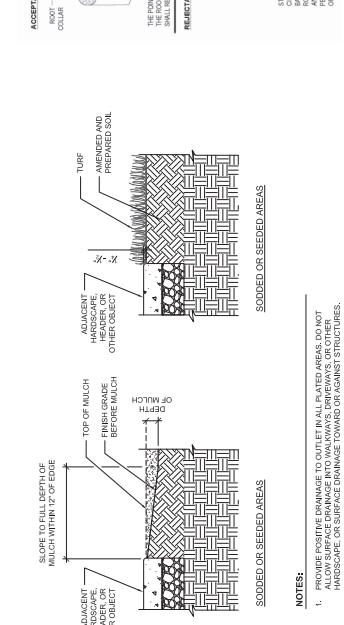
**PLANTING AREA SOIL PREPARATION**



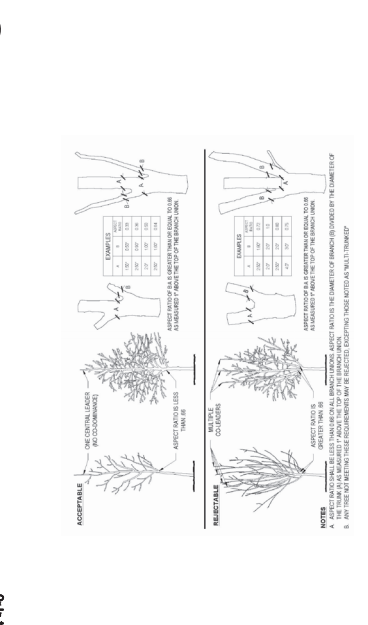
**TREE BRANCHING STRUCTURE**



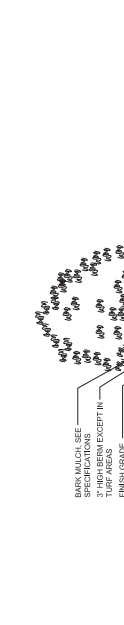
**TREE PLANTING: STANDARD UP TO 36" BOX**



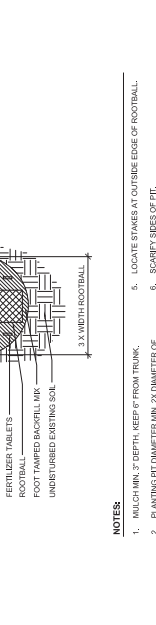
**GROUND COVER PLANTING**



**ROOT STRUCTURE: CONTAINERIZED PLANTS**



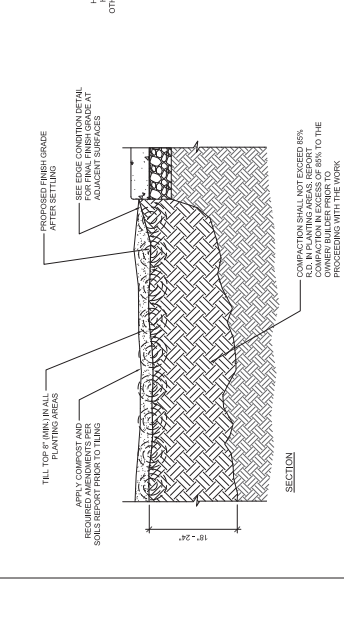
**PLANTED AREA EDGE CONDITION AT HARDSCAPE**



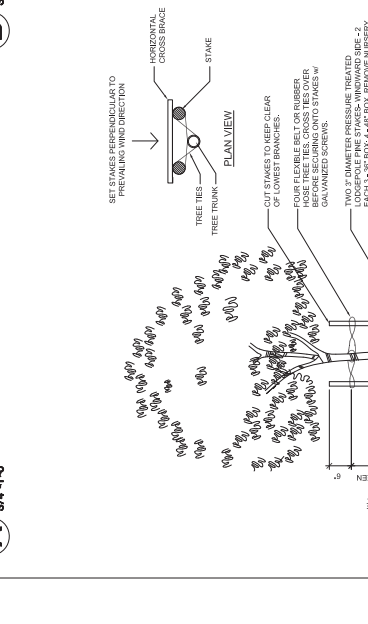
**TREE BRANCHING STRUCTURE**



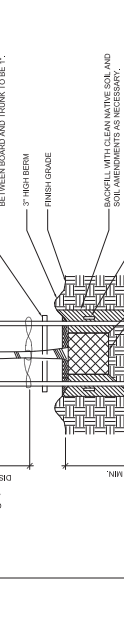
**TREE PLANTING: STANDARD UP TO 36" BOX**



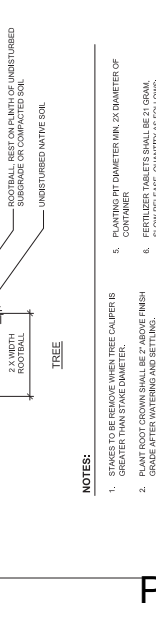
**GROUND COVER PLANTING**



**ROOT STRUCTURE: CONTAINERIZED PLANTS**



**PLANTED AREA EDGE CONDITION AT HARDSCAPE**



**TREE BRANCHING STRUCTURE**



**TREE PLANTING: STANDARD UP TO 36" BOX**



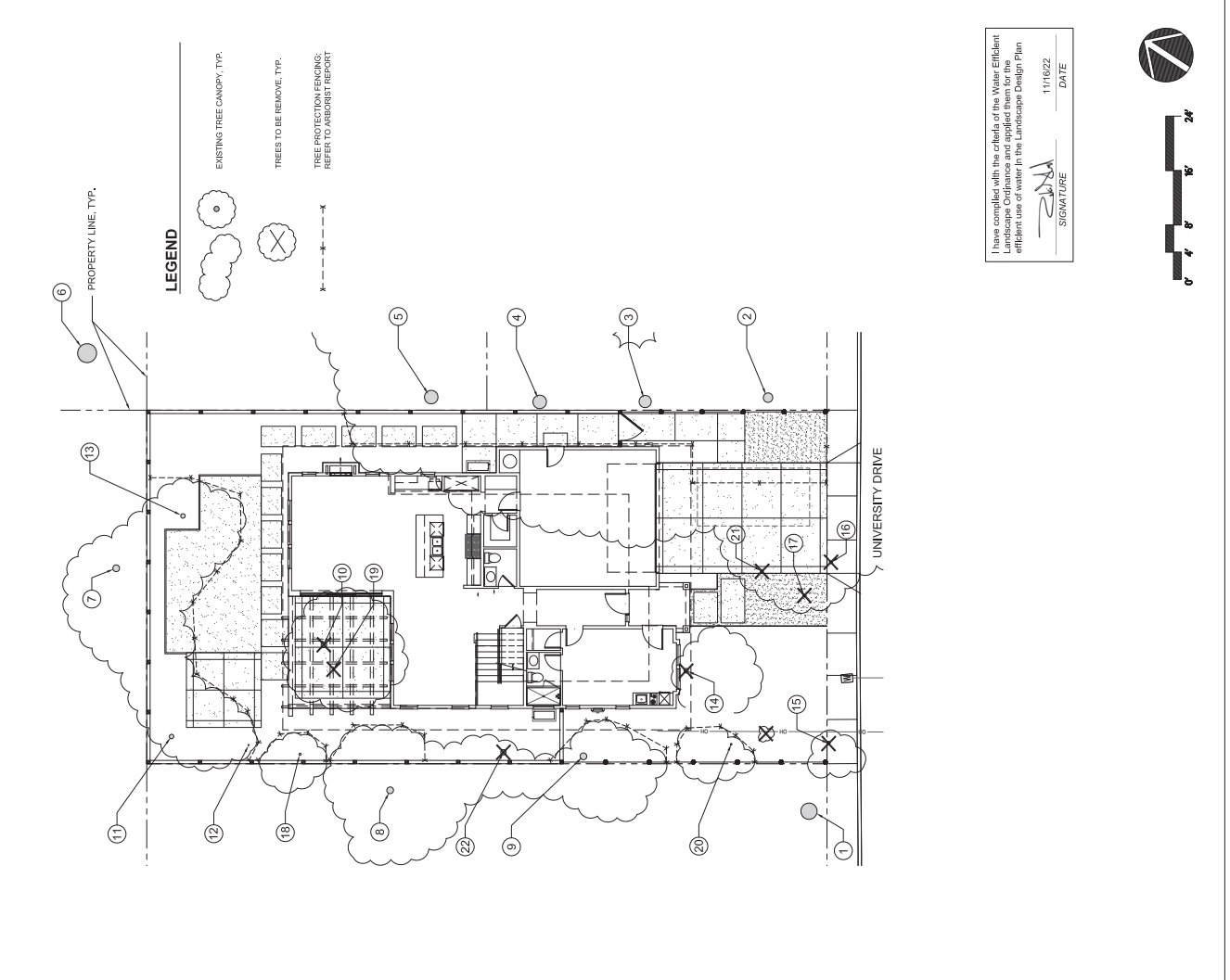


PROJECT NAME: 440 UNIVERSITY DRIVE  
 DRAWING TITLE: LANDSCAPE CONSTRUCTION DRAWINGS  
 DRAWING NO: 1116/22  
 DATE: 11/16/22

CLIENT: THOMAS JAMES HONES  
 1900 TREAT BLVD.  
 SUITE 800  
 WALNUT CREEK  
 CALIFORNIA  
 94597  
 (925) 246-1834

PROJECT MANAGER: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

DATE: 11/16/22  
 SIGNATURE: \_\_\_\_\_  
 I have complied with the criteria of the Water Efficient Landscape Ordinance and applied them for the efficient use of water in the Landscape Design Plan.



TREE #	TAG #	STATUS	LOCATION	SCIENTIFIC NAME	COMMON NAME	DBH (in)	ACTION
1	1340	HERITAGE	OFF-SITE	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	30	RETAIN
2	1341	HERITAGE	OFF-SITE	LIQUIDAMBAR	SWEET GUM	15	RETAIN
3	1342	HERITAGE	OFF-SITE	QUERCUS LOBATA	VALLEY OAK	20	RETAIN
4	1343	HERITAGE	OFF-SITE	QUERCUS LOBATA	VALLEY OAK	20	RETAIN
5	1344	HERITAGE	OFF-SITE	QUERCUS LOBATA	VALLEY OAK	25	RETAIN
6	1345	HERITAGE	OFF-SITE	QUERCUS LOBATA	VALLEY OAK	25	RETAIN
7	1346	NON-PROTECTED	OFF-SITE	CEDRUS DEODARA	DEODAR CEDAR	35	RETAIN
8	1347	NON-PROTECTED	OFF-SITE	FIGUS CARICA	FIG	10	RETAIN
9	1348	NON-PROTECTED	ON-SITE	DIOSPYROS VIRGIN	PERSIMMON	8	RETAIN
10	1349	NON-PROTECTED	ON-SITE	PITTOSPORUM TOBIIRA	SWEET TOROIRA	10	RETAIN
11	1350	NON-PROTECTED	ON-SITE	ACER PALMATUM	JAPANESE MAPLE	9	REMOVE
12	1352	NON-PROTECTED	ON-SITE	CHINAMPOMUM CAMPHORA	CAMPHOR	8	RETAIN
13	1354	NON-PROTECTED	ON-SITE	LYCANTHITES RANTONNETII	POTATO BUSH	6	RETAIN
14	1355	NON-PROTECTED	ON-SITE	CITRUS LIMON	LEMON	9	RETAIN
15	1357	NON-PROTECTED	ON-SITE	ARBUBUS UNEDO	STRAWBERRY	9	REMOVE
16	1358	NON-PROTECTED	ON-SITE	PRUNUS CERASIFERA	PURPLE LEAF PLUM	5	REMOVE
17	1359	NON-PROTECTED	ON-SITE	LAGERSTROEMIA INDICA	GRAPE MYRTLE	4	REMOVE
18	1351	NON-PROTECTED	ON-SITE	CITRUS LIMON	LEMON	3	RETAIN
19	1353	NON-PROTECTED	ON-SITE	CAMELLIA SP.	CAMELLIA	3	REMOVE
20	1356	NON-PROTECTED	ON-SITE	ACER PALMATUM	JAPANESE MAPLE	3	RETAIN
21	1360	NON-PROTECTED	ON-SITE	ACER PALMATUM	JAPANESE MAPLE	3	REMOVE
22	N/A	NON-PROTECTED	ON-SITE		STUMP	10	REMOVE

**TREE PROTECTION CHART** NOTE: SEE ARBORIST REPORT FOR ADDITIONAL INFORMATION

**NOTES:**

- SEE ARBORIST REPORT FOR ADDITIONAL PROTECTION REQUIREMENTS PER JURISDICTION.
- IRRIGATE AS NEEDED TO MAINTAIN HEALTH OF TREE.
- KEEP EXPOSED ROOTS MOIST.
- NO PRUNING SHALL BE PERFORMED EXCEPT UNDER THE DIRECTION OF APPROVED ARBORIST.
- NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTED ZONE DURING INSTALLATION AND REMOVAL.
- NO MATERIALS SHALL BE STORED INSIDE FENCE.

**A TREE PROTECTION FENCING** N/A

**NOTES:**

- REFER TO THE ARBORIST REPORT (PRELIMINARY ARBORIST REPORT) FOR THE DIRECTION OF APPROVED ARBORIST. LANDSCAPE CONSULTING, INC. DATED JUNE 22, 2022 FOR FULL DETAILS AND TREE PROTECTION RECOMMENDATIONS.
- TREES AND SHRUBS NOT IDENTIFIED WITHIN THE REPORT, BUT IDENTIFIED IN THE ARBORIST REPORT, ARE INCLUDED FOR REFERENCE ONLY.
- PROTECT ALL EXISTING TREES NOTED TO REMAIN OR OTHERWISE UNLABLED.
- EXISTING TREES TO REMAIN UNLESS NOTED OTHERWISE DO NOT STOCKPILE DRIVE OVER, OR OTHERWISE DISTURB SOIL UNDER DRIP LINES OF EXISTING TREES, EXCEPT AS REQUIRED FOR PLANTING OPERATIONS.
- USE HAND TOOLS ONLY FOR SOIL CULTIVATION UNDER DRIP LINES OF EXISTING TREES TO REMAIN.
- TREES NOTED TO BE REMOVED SHALL BE COMPLETELY REMOVED, INCLUDING THE TRUNK AND BRANCHES. AN ARBORIST REPORT FOR INSTRUCTIONS ON REMOVING TREE STUMPS WITHIN PROTECTED TREE ROOT ZONES.
- NO ROOTS OVER 2" IN DIAMETER SHALL BE CUT EXCEPT UNDER THE DIRECTION OF AN ARBORIST. ALL CUT ROOTS SHALL BE REMOVED FROM THE SITE. STUMP AND SHALL REMAIN MOIST UNTIL RE-REQUIRED IN SOIL.
- CALL COMMON-GROUND ALLIANCE (811) AT LEAST TWO WORKING DAYS PRIOR TO BEGINNING WORK. CONTRACTOR IS RESPONSIBLE TO PROTECT FOR ALL EXISTING UTILITIES. SEE GENERAL NOTES, SHEET L1.1, FOR MORE INFORMATION.

**LEGEND**

- EXISTING TREE CANOPY, TYP.
- TREES TO BE REMOVED, TYP.
- TREE PROTECTION FENCING; REFER TO ARBORIST REPORT
- PROPERTY LINE, TYP.

DATE: 11/16/22  
 SIGNATURE: \_\_\_\_\_  
 I have complied with the criteria of the Water Efficient Landscape Ordinance and applied them for the efficient use of water in the Landscape Design Plan.



**THOMAS JAMES HOMES**  
255 Shoreline Dr Suite 428,  
Redwood City, CA 94065

## EXHIBIT B

### 440 University Drive Project Description

January 19, 2023

#### PARCEL GENERAL INFORMATION

The parcel located at 440 University Drive is a substandard lot, which is the reason a Use Permit is required for the proposed two-story residence. The R-1-U zoning ordinance requires a minimum of 7,000 sq ft in area, 65 ft in width and 100ft in depth. The depth complies with the zoning ordinance; however, the lot area of 5200sf and width of 52ft is less than the required.

There are 22 trees analyzed including 6 Heritage trees and 2 non protected trees offsite and 14 non protected trees onsite. 8 of the 14 non protected trees are proposed to be removed. 5 new trees are proposed onsite: 1-36" Box Chitalpa at the front; 1- 24" Box Crape Myrtle and 1- 24" Box Western Redbud at the rear; and 2-24"box Japanese Zelkovas at the left side. Tree protection will be provided for the trees to remain during construction through fencing as well as construction methods to save the trees from being impacted.

#### EXISTING HOME TO BE DEMOLISHED

The existing house is a one story single-family minimal traditional home built in 1940. The home is 1130sf including a 260sf garage.

#### PROPOSED SINGLE FAMILY RESIDENCE

The parcel's block typically consists of homes facing either College Avenue or Middle Avenue. The corner lots have been merged with their adjacent lots and then subdivided into 3 parcels that are reoriented to face the cross-street of University Drive. The parcels maintain a 50ft width yet are smaller in depth in comparison to the original lots. The homes on these parcels have L shaped footprints to create private rear outdoor spaces. In the immediate context along University Drive, the neighborhood consists of both 2-story and 1-story residences of varying styles including Traditional, Transitional, and Spanish. Main design features include horizontal siding, stucco, brick/stone accents, gable/shed roofs of either metal, comp shingle or S-tile materials, decorative shutters, and bay windows. Porches with columns define some of the entries creating inviting front elevations. Multiple 2-car garage configurations are found including recessed, side facing and front facing.

Continuing the 2-story evolution using the patterns and aesthetics found in the neighborhood, the new home proposed is a 2-story single family Traditional style residence featuring 3beds/3.5 baths and a 1bed/1bath attached ADU to appeal to families. A combination of horizontal siding and brick are used on the first floor with a smooth panel bay window treatment at the front living space. Square columns and a gable roof form distinguishes the front porch and offers a more traditional aesthetic. The second-floor massing steps back from the first story to reduce appearance from the street and provide relief along the right and left edges. A front gable provides interest and echoes the surrounding gable/shed roof forms in the neighborhood. The second-floor plate height is lower than typical 9ft and reduces massing. The window sills at the second floor have been raised to 3'-6" for



**THOMAS JAMES HOMES**  
255 Shoreline Dr Suite 428,  
Redwood City, CA 94065

privacy while still providing adequate light and ventilation to the living spaces. Additionally, two privacy screening trees have been proposed between existing tree canopies at the left stair window. A front facing 2-car garage and 2 off street parking spaces are provided. The garage is slightly setback from the main living space to be less prominent. The footprint of the home aligns with the adjacent homes as it uses a similar L shape form stepping back on the left side to create a usable private yard.

A light color palette is proposed to blend well with the neighborhood using an off white for the horizontal siding and a matching brick to provide a warm texture change. Minimalist windows with black window frames compliment the dark accent color for the garage, front door and shingle roof.

### NEIGHBOR RELATIONS

Thomas James Homes has reached out to neighbors within 300-ft. of this property with a copy of the site plan, floor plan, elevations and a letter addressing our project. A virtual neighbor meeting was held on October 5, 2022 to collect feedback from the immediate neighbors. In addition, we have coordinated with two neighbors who attended the meeting and have reached out with concerns. Please see below for a summary of responses to neighbor concerns.

#### Neighbor at 444 University (left adjacent neighbor)

**Concerns:** 1) Requested more information on traffic management during construction and results on the asbestos report for demolition of the existing home. 2) Concerned if there was going to be a sidewalk installed at the property to continue the existing sidewalk.

**Response:** Thomas James Homes responded to the neighbor via email on 11/3/22 to follow up with requested information regarding traffic management and the asbestos report. We also confirmed the Engineering Department does indeed require a new sidewalk on the property and are proposing that improvement in our plans.

#### Neighbor at 883 Middle Avenue (Rear neighbor)

**Concerns:** 1) Interested in selling her home to TJH. 2) Requested more information on allowable fence heights. 3) Concerned the house is too close to the rear of the yard and does not desire the two story home close to the shared property line regardless of the compliant setbacks. The Neighbor claims the home and trees will affect/block solar gain.

**Response:** Thomas James Homes responded to the neighbor via phone multiple times and an email on 11/3/22 to follow up with requested information and concerns. We confirmed the proposal is well within the allowable setbacks and allowable height per the City municipal code and guidelines. In addition, the proposed home is 78ft from the main home on the 883 property. See the attached thread for email reference.

We look forward to adding to the charm and sense of community in Menlo Park and welcome any questions the City may have as we go through the Use Permit Application process.

Anna Felver, Planning Manager at **Thomas James Homes**  
[afelver@tjhusa.com](mailto:afelver@tjhusa.com) | 650. 402.3024

## Re: University in Menlo Park set back

Anna Felver <afelver@tjhusa.com>

Thu 11/3/2022 11:45 AM

To: Elizabeth Houck <elhouck@gmail.com>

Cc: Jon Tattersall <jtattersall@tjhusa.com>; Tommy Beadel <tommy@tjhusa.com>; Cynthia Thiebaut <cthiebaut@tjhusa.com>

Elizabeth,

Please see the attached civil area plan for your reference of our proposed house location as you can see the dimensions documented. I am providing numbers from our professional plans.

If you have additions to your home, then we would like to adjust our plans to reflect those additions. If desired, we can coordinate a survey on your site to document additional existing buildings in the plans.

Understood and noted that you are objecting to the current proposal unless modifications are made. If/when changes are made, we will notify you.

Best,

**Anna Felver**

Senior Planning Manager, Northern California Division



**Thomas James Homes**

1255 Treat Blvd, Suite 800, Walnut Creek, CA 94597  
(650) 402-3024 | [TJH.com](http://TJH.com)

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**From:** Elizabeth Houck <elhouck@gmail.com>

**Sent:** Thursday, November 3, 2022 11:25 AM

**To:** Anna Felver <afelver@tjhusa.com>

**Cc:** Jon Tattersall <jtattersall@tjhusa.com>; Tommy Beadel <tommy@tjhusa.com>; Cynthia Thiebaut <cthiebaut@tjhusa.com>

**Subject:** Re: University in Menlo Park set back

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Thank you for getting back to me.

The home you are proposing is not "over 20 feet from the property line" it is 20 feet. Words matter. It is also extraordinarily tall, blocking my solar access.

It is not "over 78 feet from my existing residence" - it is much closer to my ADU and would be much closer to any future house I chose to build on my property - again words matter.

Your first photograph is not relevant nor is your second as they do not show my property at all.

I will be objecting to your plan with both planning and the planning commission unless and until you address my concerns.

Again, thank you for getting back to me and do chose your words more carefully in the future or one might conclude you are lacking factual information.

Warmest regards,

*Elizabeth*

[linkedin.com/in/elizabethhouck/](https://www.linkedin.com/in/elizabethhouck/)

[facebook.com/elizabethhouck.737](https://www.facebook.com/elizabethhouck.737)

650.323.0313

"Process shouldn't be more complicated than what you're trying to accomplish."

On Thu, Nov 3, 2022 at 11:07 AM Anna Felver <[afelver@tjhusa.com](mailto:afelver@tjhusa.com)> wrote:

Elizabeth,

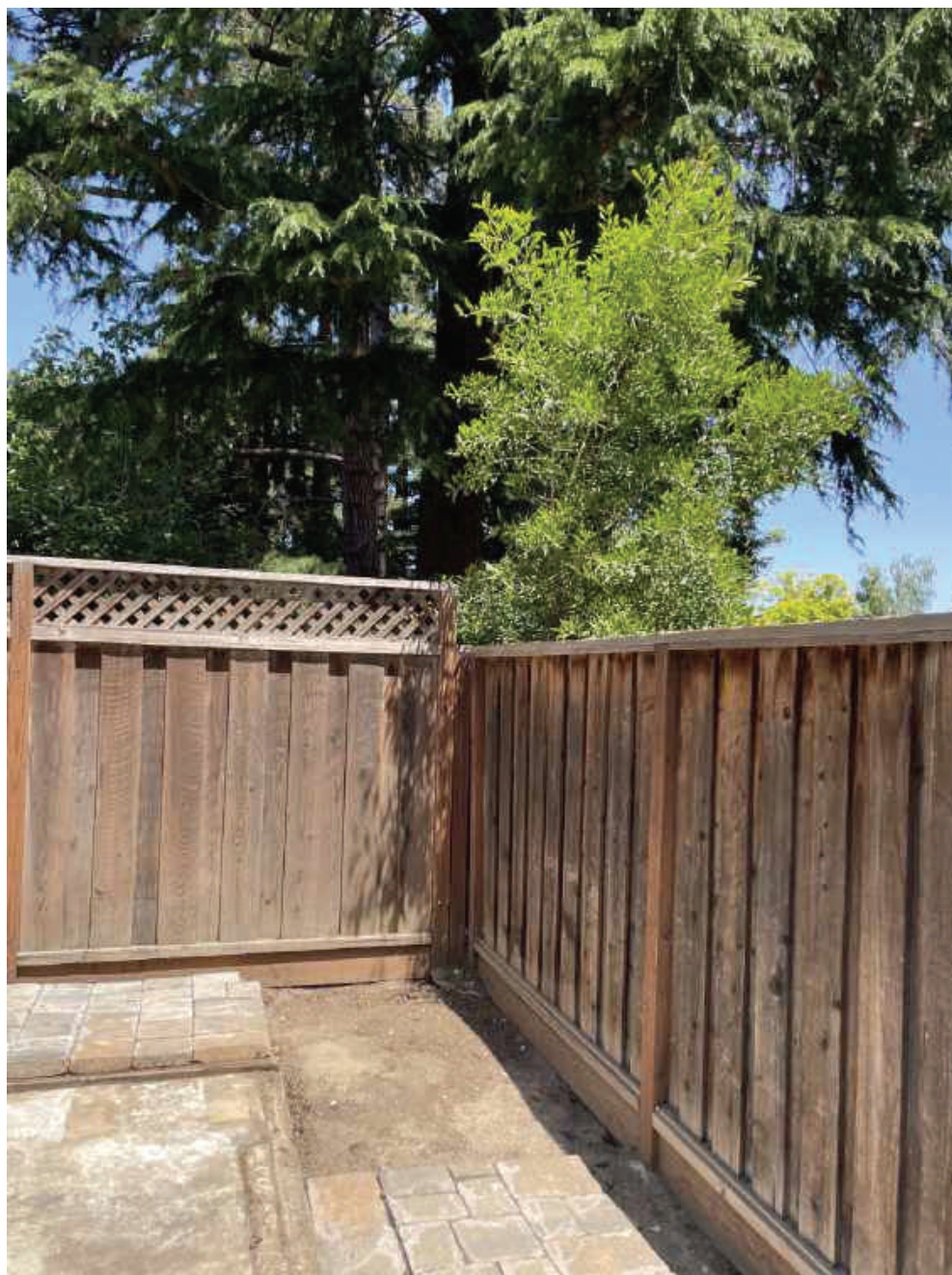
Per our last phone conversation and meeting, we have taken note of your concerns. As you are aware, we are proposing a new two story that will be compliant with the city municipal code and guidelines. The proposed home is over 20ft from the rear property line and over 27ft from the left property line and over 78ft from your existing residence. As we also discussed previously, there are no trees being removed at the rear property line nor the dense tree canopy offsite be impacted.

We are still in the design process of the project so if there are updates and changes, we will notify you.









Take Care,

**Anna Felver**  
Senior Planning Manager, Northern California Division



**Thomas James Homes**  
1255 Treat Blvd, Suite 800, Walnut Creek, CA 94597  
(650) 402-3024 | [TJH.com](http://TJH.com)

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**From:** Elizabeth Houck <[elhouck@gmail.com](mailto:elhouck@gmail.com)>

**Sent:** Thursday, November 3, 2022 5:05 AM

**To:** Anna Felver <[afelver@tjhusa.com](mailto:afelver@tjhusa.com)>

**Cc:** Jon Tattersall <[jtattersall@tjhusa.com](mailto:jtattersall@tjhusa.com)>; Tommy Beadel <[tommy@tjhusa.com](mailto:tommy@tjhusa.com)>; Cynthia Thiebaut <[cthiebaut@tjhusa.com](mailto:cthiebaut@tjhusa.com)>

**Subject:** Re: University in Menlo Park set back

Some people who received this message don't often get email from [elhouck@gmail.com](mailto:elhouck@gmail.com). [Learn why this is important](#)

This message was sent from outside the company by someone with a display name matching a user in your organization.

Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

When can I expect to hear from you?

Warmest regards,

*Elizabeth*

[linkedin.com/in/elizabethhouck/](https://www.linkedin.com/in/elizabethhouck/)

[facebook.com/elizabethhouck.737](https://www.facebook.com/elizabethhouck.737)

650.323.0313

"Process shouldn't be more complicated than what you're trying to accomplish."

On Sat, Oct 29, 2022 at 11:20 AM Elizabeth Houck <[elhouck@gmail.com](mailto:elhouck@gmail.com)> wrote:

Hello Anna,

Since you have not gotten back to me, since our phone call, I am writing to express my concern about your proposed home on University in Menlo Park and my desire not to have a 24' hi two story house 20' from my property line.

Please consider moving the master suite to the main floor and the second story to the front of the house/property.

I would appreciate you getting back to me and not blocking my solar gain.

Warmest regards,

*Elizabeth Houck*

*883 Middle Avenue*

[linkedin.com/in/elizabethhouck/](https://www.linkedin.com/in/elizabethhouck/)

[facebook.com/elizabethhouck.737](https://www.facebook.com/elizabethhouck.737)

650.323.0313

"Process shouldn't be more complicated than what you're trying to accomplish."

## 440 University Avenue - Follow up Responses

Anna Felver <afelver@tjhusa.com>

Thu 11/3/2022 1:01 PM

To: sbitler27@gmail.com <sbitler27@gmail.com>

Cc: Andy Cost <acost@tjhusa.com>; Cynthia Thiebaut <cthiebaut@tjhusa.com>

Good afternoon, Steve,

Thank you for joining us at the neighbor meeting. We are still in the design review process with the city so no updates or changes to the home.

I did follow up with our team to respond to the questions/concerns you had at the meeting. Please see below for those responses:

**Concern #1:** Safety Concern about the big trucks on the street. Can you help us back out of the driveway?

**Response #1:** There is a Project manager onsite (who will reach out at the beginning and notify you when larger trucks are expected), they can accomodate this request.

**Concern #2:** This is a busy Street in the city and there is a lot of traffic.

**Response #2:** Thank you for the insight. Our team creates a traffic managment plan for appropriate access of the site prior to construction.

**Concern #3:** Will there be a sidewalk provided?

**Response #3:** The city engineering department is indeed requiring a new sidewalk to conform with your property 444 University. This is expected to be in the building grading drawings in order to receive our building permit. We will also show this in our civil area plan for design review. See our city comment below.

### Frontage Improvements:

- a. Add/revise the following note on the cover sheet:
  - *Any frontage improvements which are damaged either as an existing condition or as a result of construction will be required to be replaced. All frontage improvement work shall be in accordance with the latest version of the City Standard Details.*
- b. Construct a new sidewalk along entire project frontage. Conform to adjacent property, 444 University Drive.
- c. Remove and replace vertical curb and gutter along entire project frontage.

**Concern #4:** How do you demo when there is asbestos? When will we have results if there is asbestos and lead? Can we have a copy of the report?

**Response #4:** We actually had the home tested for asbestos in October. The existing house was built in 1940. Most likely this will have asbestos to report. However, the only asbestos found was in (2) Transite pipes and were removed immediately. I have attached that letter to you for reference or in case you wanted to reach out to this company for more detailed information on their process of removal.

For further info on the demolition process: Demolition is scheduled for around January 2023. Prior to start of demo, the City of Menlo Park requires a dust control plan and erosion control measures that they verify are installed. The demolition team will use hoses to control the dust during demo. Straw waddles will remain in place through construction along the perimeter of the fencing to control dirt/mud from leaving the site.

Let me know if you have any more concerns or need further clarification.  
Best,

**Anna Felver**

Senior Planning Manager, Northern California Division



**Thomas James Homes**

1255 Treat Blvd, Suite 800, Walnut Creek, CA 94597

(650) 402-3024 | [TJH.com](http://TJH.com)

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## 440 University Drive – Exhibit C: Conditions of Approval

<b>LOCATION:</b> 440 University Drive	<b>PROJECT NUMBER:</b> PLN2022-00050	<b>APPLICANT:</b> Thomas James Homes	<b>OWNER:</b> Thomas James Homes
<p><b>PROJECT CONDITIONS:</b></p> <p>1. The use permit shall be subject to the following standard conditions:</p> <ol style="list-style-type: none"> <li>a. The applicant shall be required to apply for a building permit within one year from the date of approval (by February 6, 2024) for the use permit to remain in effect.</li> <li>b. Development of the project shall be substantially in conformance with the plans prepared by Dahlin Group Architecture consisting of 22 plan sheets, dated received January 19, 2023 and approved by the Planning Commission on February 6, 2023, except as modified by the conditions contained herein, subject to review and approval of the Planning Division.</li> <li>c. Prior to building permit issuance, the applicant shall comply with all Sanitary District, Menlo Park Fire Protection District, and utility companies' regulations that are directly applicable to the project.</li> <li>d. Prior to building permit issuance, the applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the project.</li> <li>e. Prior to building permit issuance, the applicant shall submit a plan for any new utility installations or upgrades for review and approval by the Planning, Engineering and Building Divisions. All utility equipment that is installed outside of a building and that cannot be placed underground shall be properly screened by landscaping. The plan shall show exact locations of all meters, back flow prevention devices, transformers, junction boxes, relay boxes, and other equipment boxes.</li> <li>f. Simultaneous with the submittal of a complete building permit application, the applicant shall submit plans indicating that the applicant shall remove and replace any damaged and significantly worn sections of frontage improvements. The plans shall be submitted for review and approval of the Engineering Division.</li> <li>g. Simultaneous with the submittal of a complete building permit application, the applicant shall submit a Grading and Drainage Plan for review and approval of the Engineering Division. The Grading and Drainage Plan shall be approved prior to the issuance of grading, demolition or building permits.</li> <li>h. Heritage trees in the vicinity of the construction project shall be protected pursuant to the Heritage Tree Ordinance and the arborist report prepared by California Tree and Landscape Consulting, Inc. dated August 30, 2022.</li> <li>i. Prior to building permit issuance, the applicant shall pay all fees incurred through staff time spent reviewing the application.</li> <li>j. The applicant or permittee shall defend, indemnify, and hold harmless the City of Menlo Park or its agents, officers, and employees from any claim, action, or proceeding against the City of Menlo Park or its agents, officers, or employees to attack, set aside, void, or annul an approval of the Planning Commission, City Council, Community Development Director, or any other department, committee, or agency of the City concerning a development, variance, permit, or land use approval which action is brought within the time period provided for in any applicable statute; provided, however, that the applicant's or permittee's duty to so defend, indemnify, and hold harmless shall be subject to the City's promptly notifying the applicant or permittee of any said claim, action, or proceeding and the City's full cooperation in the applicant's or permittee's defense of said claims, actions, or proceedings.</li> </ol> <p>2. The use permit shall be subject to the following conditions:</p>			



440 University Drive – Exhibit C: Conditions of Approval

<b>LOCATION:</b> 440 University Drive	<b>PROJECT NUMBER:</b> PLN2022-00050	<b>APPLICANT:</b> Thomas James Homes	<b>OWNER:</b> Thomas James Homes
a. Simultaneous with the submittal of a complete building permit application, the Applicant shall revise the elevation drawings to indicate the stairwell window will have obscured glass, subject to review and approval of the Planning Division			

## Planning Commission



## REGULAR MEETING DRAFT EXCERPT MINUTES

**Date:** 2/6/2023  
**Time:** 7:00 p.m.  
**Location:** Zoom.us/join – ID# 862 5880 9056 and  
 City Council Chambers  
 751 Laurel St., Menlo Park, CA 94025

**A. Call To Order**

Acting Chair Cynthia Harris called the meeting to order at 7:00 p.m.

**B. Roll Call**

Present: Andrew Barnes, Linh Dan Do, Cynthia Harris (Acting Chair), Henry Riggs, Jennifer Schindler, Michele Tate

Staff: Corinna Sandmeier, Acting Principal Planner; Chris Turner, Associate Planner

- G2.** Consider and adopt a resolution to approve a use permit to demolish an existing one-story, single-family residence, and construct a new two-story, single-family residence on a substandard lot with regard to minimum lot width and area in the R-1-U (Single Family Urban Residential) zoning district, at 440 University Drive. The project includes an attached accessory dwelling unit (ADU), which is a permitted use not subject to discretionary review; determine this action is categorically exempt under CEQA Guidelines Section 15303's Class 3 exemption for new construction or conversion of small structures. (Staff Report #23-010-PC)

Associate Planner Chris Turner reported no updates to the published staff report.

Anna Felver, Thomas James Homes, applicant, spoke on behalf of the project.

Acting Chair Harris opened the public hearing.

Public Comment:

- Elizabeth Houck spoke against the project due to concerns about privacy impacts.

Acting Chair Harris closed the public hearing.

The Commission discussed stairwell glazing and potential shade impacts.

Commissioner Riggs moved to approve the item with the addition of obscure glazing on the stairwell. Commissioner Schindler seconded the motion.

**ACTION:** Motion and second (Riggs/Schlinder) to adopt a resolution to approve a use permit to demolish an existing one-story, single-family residence, and construct a new two-story, single-family residence on a substandard lot with regard to minimum lot width and area in the R-1-U (Single

Family Urban Residential) zoning district, at 440 University Drive with the following modification; passes 4-0 with Commissioners Barnes and Tate abstaining.

*Add Condition 2a: Simultaneous with the submittal of a complete building permit application, the Applicant shall revise the elevation drawings to indicate the stair well window will have obscured glass, subject to review and approval of the Planning Division.*

DRAFT

Elizabeth Houck  
883 Middle Avenue  
Menlo Park, CA 94025-5120  
650 323-0313

February 17, 2023

Attn: Judi Herren, City Clerk  
City of Menlo Park  
701 Laurel Street  
Menlo Park, Ca 94025

Dear Ms. Herren,

This letter and check are submitted in appeal of the Menlo Park Planning Commission's approval of the home at 440 University Avenue, Menlo Park, CA 94025 for the reasons listed below. For your information this was agenda item G2 on Monday February 6, 2023.

- 1) Information presented by both staff and the Builder were factually incorrect and I would like an opportunity to correct those errors because they may have made a difference in the votes. The set backs in the staff report do not correspond with the actual plans in the staff report. In addition the house is much closer to my house than represented by the seller, the comparison with the height of the house next door is comparing apples to oranges because that house is set over 30' from the back fence line, not the 20' proposed by the Builder.
- 2) This home will block my current and future solar access and no solar study was done, I would like a solar study done and to know the impacts. Or allow me to have a solar study done before approval.
- 3) I made a simple request in the Planning Commission's purview to require the applicant move the house as close to the street as possible - ***there is an opportunity to move the house up to two feet closer to the street and further away from my property.***
- 4) I made a simple request in the Planning Commission's purview to require the applicant to provide landscaping taller than current plants at 3-4' across the back fence line to screen the huge back wall of the house which is almost 30' tall and only 20' from my property.
- 5) Additionally I would appreciate it if the second story of the house could be moved 5-8' back instead of facing a solid wall, similar to the front of the house - second story set back.

Continued next page.

Page 2 Letter to request an appeal on PC's approval of 440 University

- 6) This was not a unanimous approval, two Commissioners abstained.
- 7) Thomas James Homes is in financial peril, they have recently laid off a large number of staff. I believe there needs to be accountability as to the construction timeline and not to let the property go fallow.
- 8) ADU square footage grab. This is a 5200 square foot lot and they are replacing a 870 sq. ft. with a house over 3000 sq. ft. because the inlaw unit is "attached". Shouldn't an ADU have a separate entry?

For your information this was agenda item G2 on Monday February 6, 2023.

Thank you for your consideration.

Regards,

A handwritten signature in cursive script, appearing to read "Elizabeth Houck".

Elizabeth Houck  
883 Middle Avenue  
Menlo Park, CA 94025-5120  
650 323-0313



**STAFF REPORT**

**City Council**

**Meeting Date:**

**4/4/2023**

**Staff Report Number:**

**23-087-CC**

**Regular Business:**

**Provide direction on the proposed programming plan elements for the Menlo Park Community Campus**

**Recommendation**

City staff recommends that City Council review Menlo Park Community Campus (MPCC) proposed programming plan elements that have been developed over the past several months with robust community input, including several consultations with a working group of Belle Haven neighborhood residents and stakeholders convened by the MPCC ad hoc subcommittee. City staff requests City Council feedback, direction, and confirmation of the proposed programming plan elements at this juncture in the planning process, and in advance of preparing the MPCC staffing, operations, and more specific programming proposal for City Council review and authorization in the context of the upcoming fiscal year 2023-24 budget deliberations.

**Policy Issues**

City Council provides policy direction to the city manager regarding services to the Menlo Park community; allocates resources to support City services and capital projects; reviews and approves staffing and budget proposals; and sets prioritization for the use of City resources to serve the community. City Council has identified the MPCC project as one of the City's top priorities.

**Background**

City Council created the Menlo Park Community Campus ad hoc subcommittee (MPCC Subcommittee) to work with City staff and the community on the MPCC project. The MPCC Subcommittee is currently comprised of Vice Mayor Taylor and City Councilmember Nash.

The MPCC Subcommittee convened a working group of Belle Haven neighborhood residents and stakeholders (MPCC working group) to support and advise the subcommittee's work.

A project webpage was created (Attachment A) to make MPCC project information readily accessible to the public, including the option to subscribe (Attachment B) to receive project updates and announcements by email or text message.

On April 12, 2022, the City Council reviewed an informational report containing preliminary operational planning milestones and existing City Council policy statements to help provide guidance for the prioritization of services in the MPCC (Attachment C.)

On May 24, 2022, City Council reviewed an informational item containing a report from the MPCC Subcommittee and working group with initial programming ideas and recommendations, and a preliminary draft resident survey related to programs in the new center (Attachment D.)



On June 22, 2022, the Library Commission (LC) and Parks and Recreation Commission (PRC) convened a joint study session to review operational planning for the MPCC and a report from the MPCC Subcommittee and working group with initial programming ideas and recommendations (Attachment E.)

On September 13, 2022, City Council convened a study session to review MPCC project updates including the results of a resident survey to gain insight into residents' needs and interests related to recreation and community programming in the MPCC (Attachment F.)

On September 28, 2022, the PRC reviewed MPCC project updates and the results of the resident recreation and community programs survey (Attachment G.)

On January 25, 2023, the PRC and LC convened a joint study session to review MPCC programming considerations, including a presentation from the Youth Advisory Committee about potential makerspace programs (Attachment H.)

On March 6, 2023, the LC reviewed MPCC programming – library collections (Attachment I.)

On March 22, 2023, the PRC and LC convened a joint study session to review MPCC proposed programming plan elements (Attachment J.)

## Analysis

The draft MPCC proposed programming plan elements outlined in this report have been developed with robust community input over the past several months, including consultation with the MPCC Subcommittee and MPCC working group, the LC and PRC, and with insights from a citywide survey of Menlo Park residents. Staff is seeking City Council direction to confirm or modify the proposed programming plan elements outlined later in this report. Upon receiving City Council's guidance and direction, these plan elements will serve as the foundation for developing a detailed budget proposal for MPCC staffing, operations, and programming that will be presented to City Council for review and authorization in the context of the upcoming fiscal year 2023-24 budget deliberations.

The remainder of this report's Analysis section provides an outline of the MPCC proposed programming plan elements. City staff seeks City Council's guidance and input at this juncture in the planning process, including but not limited to the following considerations, in no particular priority order:

1. Do the proposed programming plan elements outlined in this report align with City Council's vision and expectations for programming in the new MPCC facility?
2. Are there additional programming elements City Council would like included in the programming plan?
3. Do the statements about who the MPCC will serve and how programs and services will be prioritized in the MPCC meet City Council's expectations for the new facility?

### Tentative programming and staffing plan development timeline

All dates are tentative and subject to change. In addition, it is anticipated that MPCC Subcommittee and MPCC working group meetings will also occur at least once per month in April, May and June, and will follow a similar sequence of topics and focus areas as outlined below:

- April 4 – City Council review MPCC proposed programming plan elements
- April 26 – PRC and LC joint meeting at Belle Haven Branch Library – MPCC programming plan, facility use policies, resident and neighborhood prioritization policy
- May 9 – City Council informational update - Preliminary staffing, operations, and programming plan proposal

- May 15 – LC review programming plan details with focus on public library, youth center, makerspace, teen zone, senior center, social services
- May 24 – PRC review programming plan details with focus on gymnasium, aquatics center, recreation programs, facility rentals, athletic field, outdoor racquet sports
- June 1 – City Council budget workshop fiscal year 2023-24. The library and community services and public works departments' budgets will include budget proposals for staffing, programming, and operations in the MPCC facility.
- June 13 – City Council budget public hearing fiscal year 2023-24.
- June 27 – City Council fiscal year 2023-24 budget adoption.

### Resident survey - recreation and community programs

At City Council's direction, a city wide survey was developed with input from the MPCC Subcommittee and working group, PRC, LC, and City Council. The survey opened June 13, 2022 and closed August 10, 2022 and was distributed in paper and electronic formats, in English and Spanish. The survey had over 900 respondents. The complete survey results were presented to City Council on September 13, 2022.

The resident survey provided valuable insight to the Menlo Park community's needs and desires related to recreation and community programs, including the following key takeaways related to MPCC programming. The list is numbered for convenience only, in no particular order or priority.

- A. Prioritize the program elements that survey respondents rated with the highest relative importance
- B. Include programs that aren't currently offered on a regular basis, but were rated with high importance by survey respondents, for example:
  - Homework help for children and teens after school
  - Job skills / job readiness / job seeker resources and training
  - Food insecurity advice and support
  - Health care navigation and support
  - Social services
- C. Prioritize programs and classes that are free or have discounted fees for Menlo Park residents.
- D. Deprioritize programs that primarily attract participants from outside Menlo Park, and/or that survey respondents rated with low relative importance
- E. Prioritize casual and drop-in play opportunities for children and families, especially Menlo Park residents

### Who the MPCC will serve

The following statement regarding the intended users of the MPCC facility was developed with input from the MPCC Subcommittee and MPCC working group: "Programs and services in the MPCC will reflect and prioritize the people for whom this facility is being created: Menlo Park residents, specifically Belle Haven neighborhood residents, and in particular, long time Belle Haven residents who relied heavily on the services in the previous center. The MPCC facility can and should serve these residents even more meaningfully, with even greater priority, and with even more responsiveness, inclusion, and belonging than existed in the previous center."

### Guiding principles

The following guiding principles for services and programs in the MPCC are derived from statements in the City of Menlo Park's cost recovery policy, and were developed with input from the MPCC Subcommittee and MPCC working group: "The City of Menlo Park provides services and infrastructure that contribute to quality-of-life for all Menlo Park residents. In so doing, the City strives to balance the resources and requirements of each area of the city in an equitable manner for all residents, in all neighborhoods of the City. The City of Menlo Park prioritizes social justice in decisions that affect residents' lives: The fair, just

and equitable management of all institutions serving the public directly or by contract; the fair, just and equitable distribution of public services and implementation of public policy; the commitment to promote inclusion, fairness, justice, and equity in the formation of public policy; and creating a healthy environment and nutritional options in City programs.”

#### Working group’s general vision for the MPCC facility

The MPCC working group provided valuable suggestions and insight to a neighborhood-oriented vision and aspirations for the MPCC facility.

- New, different, and fresh approach to programs and services
- Desire to have a local hiring and procurement preference prioritizing the Bayfront, Citywide, and any displaced residents, businesses, staff
- Public transparency into the MPCC programming and operations budget
- Ongoing comparison to current and prior community center activities in Menlo Park as well as surrounding communities
- Robust outreach to people lacking technology access or skills, and monolingual Spanish speakers
- Recognition and awards to people in community who created the vision and dialogue that led to the creation of the MPCC.

#### Working group’s proposed operational and policy elements

The MPCC working group offered helpful ideas, suggestions, and requests related to the day-to-day operational aspects of the MPCC facility.

- MPCC service counter to provide access and referrals to general city services, assistance, city information, community resources/bulletin board
- Medical training for staff including CPR (cardiopulmonary resuscitation)
- Attendant for athletic facilities (gymnasium, fitness center, locker rooms) to keep space clean and sanitary
- Roles and rules for public spaces – library, makerspace, etc.
- Supervision of children, safety standards, noise levels
- Update relevant policies to prioritize neighborhood-oriented and resident-oriented services and access, for example, the athletic field use policy, facility rental policy, cost recovery policy, facility use and behavior policy, et al.
- Neighborhood and citywide priority use of Kelly Park athletic field and tennis courts
- Re-examine the instructional class fee structure and assess the effectiveness of fee scholarship programs with the goal of lowering or removing financial barriers that may prevent some residents from accessing the full experience of MPCC programs and services.
- Focus the MPCC’s services and programs on Menlo Park residents and particularly the local Bayfront community (as opposed to renting out or prioritizing access to nonresidents for cost recovery purposes.)

#### Proposed programming plan elements

What follows are lists of proposed programming plan elements in the MPCC, organized by major service delivery categories. The lists are by no means comprehensive, but are intended to reflect the MPCC programming needs, desires, and prioritization of Menlo Park residents, especially Belle Haven neighborhood residents, as informed by City Council, the MPCC Subcommittee and working group, the LC and PRC, and the resident survey.

#### Library and makerspace

- Menlo Park residents, especially Belle Haven neighborhood residents, will have priority access to

popular, up-to-date, diverse, educational, informative, inspiring, resourceful, useful, interesting, entertaining, and helpful library materials

- Library materials will focus on and reflect the interests, needs, culture, and history of the Menlo Park community, especially the Belle Haven neighborhood.
- Browsing collection – focused on neighborhood access and availability
- Storytimes and early literacy support
- Technology access
- Afterschool homework support center
- English language conversation club (for learners of English)
- Librarian help hours (learning library skills and systems, etc.)
- Book discussion groups, including multigenerational clubs
- Teen space - including leisure and social space
- Makerspace - large tables for workstations, 3D printer
- Pottery class including kiln
- Sewing classes including sewing machines
- Wood carving

#### Aquatics center

- Aquatics programs will be focused on and will prioritize the needs of Menlo Park residents, especially Belle Haven neighborhood residents
- Aquatics programs in MPCC will have equivalent quality and variety as programs at Burgess Pool
- Participation fees shall not be used to create barriers to access for Menlo Park residents, especially Belle Haven neighborhood residents. Some aquatics programs will be offered to residents with no participation fee or at steeply discounted rates to ensure that financial barriers do not prevent access for residents
- Adaptive swimming for people with disabilities
- Senior pool exercise class
- Lots of free swim time in the more heated pool with ramp
- Inclusion of infant and toddlers-age appropriate activities for all
- Implementation of City Council's direction for aquatics programs in the recent request for proposals

#### Athletic facilities

- Athletic facilities (gymnasium, fitness center, movement studio), programs will be focused on and will prioritize the needs of Menlo Park residents, especially Belle Haven neighborhood residents
- Athletic facility programs in MPCC will have equivalent quality and variety as programs at Arrillaga Family Recreation Center and Arrillaga Family Gymnasium
- Participation fees shall not be used to create barriers to access for Menlo Park residents, especially Belle Haven neighborhood residents. Some athletic facility programs will be offered to residents with no participation fee or at steeply discounted rates to ensure that financial barriers do not prevent access for residents
- Strength training for women
- Strength/balance training for seniors
- Gymnastics classes for kids with special needs
- Drop-in play for residents
- League play focused on residents
- Fitness center – safe, state of the art equipment, roomy

- Teen fitness offering inclusive of teens with disabilities
- Movement studio – intentionally designed
- Functional exercise with cardio

#### Educational opportunities

- Educational programs will be focused on and will prioritize the needs of Menlo Park residents, especially Belle Haven neighborhood residents
- Educational programs in MPCC will have equivalent quality and variety as programs at Main Library, Arrillaga Family Recreation Center, and other City facilities.
- Participation fees shall not be used to create barriers to access for Menlo Park residents, especially Belle Haven neighborhood residents. Many educational programs will be offered to residents with no participation fee or at steeply discounted rates to ensure that financial barriers do not prevent access for residents
- Coding, engineering, science (ongoing classes)
- Health and nutrition classes for all
- Basic life skills - budgeting, how to manage money, job seeking (resumes, interview skills, dress for success), social awareness
- College programming
- Driving school
- Computer lab
- Environmental education and impact - storyboards/classes based on MPCC sustainability
- Bike repair station/classes (example: Live In Peace organization)
- Cooking classes
- Teaching garden
- Adaptive recreation classes including mixed media art, karate, fun fitness, cooking, dance.

#### Facility reservations

- Prioritize resident access to facility reservations
- Prioritize local nonprofit access to facility reservations
- Event hall (dividable) and prep kitchen
- Flexible classroom
- Conference room
- Makerspace
- Gymnasium

#### Instructional classes

- Classes will be focused on and will prioritize the needs of Menlo Park residents, especially Belle Haven neighborhood residents
- Classes in MPCC will have equivalent quality and variety as classes at Arrillaga Family Recreation Center
- Participation fees shall not be used to create barriers to access for Menlo Park residents, especially Belle Haven neighborhood residents. Some classes will be offered to residents with no participation fee or at steeply discounted rates to ensure that financial barriers do not prevent access for residents
- Youth classes (for example, dance, martial arts, STEM education and enrichment, sports camps, language acquisition)
- Adult classes (for example, health/fitness, dance, arts/crafts, tennis/pickleball lessons)

### Senior center

- Senior nutrition programs (including daily lunch service and grocery distribution)
- Companionship and social programs
- Door-to-door accessible transportation
- Makerspace - large tables for traditional arts and crafts (pottery class including kiln, sewing classes including sewing machines, painting, drawing, crafts)
- Intro to Spanish classes
- Technology access and support
- Dance, yoga, chair exercises
- Meditation and mind exercise
- Culture and travel programs
- Social events (Dia de Los Muertos, Thanksgiving, Black History Month celebration, etc.)
- Provide a wide range of support for seniors through collaborations with local nonprofits, educational partners and businesses (Second Harvest Food Bank, Foothill College, Peninsula Volunteers, etc.)
- Social services / health and wellness support and referral.

### Youth center (school age child care)

- Afterschool youth development programs
- Summer youth development programs
- Beechwood School priority access
- Transportation for students
- A safe and healthy care and learning environment so parents/caregivers can go to work knowing their children are learning and growing and having fun
- Daily enrichment activities (Arts and crafts, STEM Activities, reading programs, homework assistance, team building and socialization)
- Weekly enrichment activities (swimming and water play, field trips, cooking projects, featured guests)
- Synergy with classes offered in other areas of the MPCC such as dance class, swimming lessons, Spanish instruction, homework tutoring and other programs offered to school age youth.

### MPCC Subcommittee and working group roster

City Council created the MPCC Subcommittee (Vice Mayor Taylor and City Councilmember Nash) to work with City staff and the community on the MPCC project. The MPCC Subcommittee created a working group of Menlo Park residents to support and advise the subcommittee's work. City staff have met with the MPCC Subcommittee and MPCC working group several times over the past several months, and their input has been exceptionally insightful and valuable in the development of the proposed programming plan elements.

The MPCC working group members represent interests such as Bayfront neighborhoods, stakeholder constituencies, diverse user ages and abilities, and city commissions. The current roster includes: Rachel Bickerstaff, Rose Bickerstaff, Sheryl Bims, Mayrin Bunyagidj, Jacqui Cebrian, David Erhart, Susan Erhart, Israel Harris, Jennifer Johnson, Pam Jones, Tim R., Michele Tate, Tracie V., Shontelle W., and Juan Salazar.

### **Impact on City Resources**

As part of the new center opening, it is anticipated that existing services that are currently housed in interim locations will be relocated to the new center; some services that were suspended or reduced during the MPCC construction and/or due to pandemic impacts could be restored to pre-construction/pre-pandemic



levels; and some service level enhancements could be necessary or desired in order to operate the center in the manner and capacity envisioned by the City Council and the community. The projected cost impacts of operating the new center are currently in development, and will be presented to City Council for review and authorization in the context of the fiscal year 2023-24 budget deliberations.

## Environmental Review

This report is focused on proposed operational and programming elements in the MPCC, and 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. In addition, the City sent electronic notices directly to project email and text update subscribers from the project page (Attachment B.)

## Attachments

- A. Hyperlink – Project page: [menlopark.gov/communitycampus](https://menlopark.gov/communitycampus)
- B. Hyperlink – Subscription page: [menlopark.gov/subscribe](https://menlopark.gov/subscribe)
- C. Hyperlink – April 12, 2022 City Council agenda: [menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2022-meetings/agendas/20220412-city-council-amended-agenda-packet.pdf#page=531](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2022-meetings/agendas/20220412-city-council-amended-agenda-packet.pdf#page=531)
- D. Hyperlink – May 24, 2022 City Council agenda: [menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2022-meetings/agendas/20220524-city-council-agenda-packet.pdf#page=569](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2022-meetings/agendas/20220524-city-council-agenda-packet.pdf#page=569)
- E. Hyperlink – June 22, 2022 PRC and LC joint meeting agenda: [menlopark.gov/files/sharedassets/public/agendas-and-minutes/parks-and-recreation-commission/2022-meetings/agendas/20220622-library-commission-and-parks-and-recreation-commission-joint-agenda-packet.pdf#page=3](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/parks-and-recreation-commission/2022-meetings/agendas/20220622-library-commission-and-parks-and-recreation-commission-joint-agenda-packet.pdf#page=3)
- F. Hyperlink – September 13, 2022 City Council agenda: [menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2022-meetings/agendas/20220913-city-council-agenda-packet.pdf#page=6](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2022-meetings/agendas/20220913-city-council-agenda-packet.pdf#page=6)
- G. Hyperlink – September 28, 2022 PRC agenda: [menlopark.gov/files/sharedassets/public/agendas-and-minutes/parks-and-recreation-commission/2022-meetings/agendas/20220928-parks-and-recreation-commission-agenda-packet.pdf#page=17](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/parks-and-recreation-commission/2022-meetings/agendas/20220928-parks-and-recreation-commission-agenda-packet.pdf#page=17)
- H. Hyperlink – January 25, 2023 PRC and LC joint meeting agenda: [menlopark.gov/files/sharedassets/public/agendas-and-minutes/parks-and-recreation-commission/2023-meetings/agendas/20230125-library-and-parks-and-recreation-commission-agenda-packet.pdf#page=3](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/parks-and-recreation-commission/2023-meetings/agendas/20230125-library-and-parks-and-recreation-commission-agenda-packet.pdf#page=3)
- I. Hyperlink – March 6, 2023 LC agenda: [menlopark.gov/files/sharedassets/public/agendas-and-minutes/library-commission/2023-meetings/agendas/20230306-library-commission-agenda-packet.pdf#page=3](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/library-commission/2023-meetings/agendas/20230306-library-commission-agenda-packet.pdf#page=3)
- J. Hyperlink – March 22, 2023 PRC and LC joint meeting agenda: [menlopark.gov/files/sharedassets/public/agendas-and-minutes/parks-and-recreation-commission/2023-meetings/agendas/20230322-parks-and-recreation-commission-and-library-commission-agenda-packet.pdf#page=5](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/parks-and-recreation-commission/2023-meetings/agendas/20230322-parks-and-recreation-commission-and-library-commission-agenda-packet.pdf#page=5)

Report prepared by:  
Natalya Jones, Library and Community Services Supervisor

Staff Report #: 23-087-CC

Rondell Howard, Interim Assistant Community Services Director  
Nick Szegda, Assistant Library Services Director  
Sean S. Reinhart, Library and Community Services Director



## STAFF REPORT

**City Council**

**Meeting Date:**

**4/4/2023**

**Staff Report Number:**

**23-070-CC**

**Regular Business:**

**Receive and file report on labor relations and receive public input on upcoming labor negotiations with Service Employees International Union Local 521 and American Federation of State, County and Municipal Employees Local 829**

### Recommendation

Receive and file report on employee compensation and receive public input on upcoming labor negotiations with Service Employees International Union Local 521 (SEIU) and American Federation of State, County, and Municipal Employees Local 829 (AFSCME.)

### Policy Issues

This report is prepared in accordance with City Council Procedure #CC-11-0001, public input and outreach regarding labor negotiations (Attachment A.)

### Background

The collective bargaining agreements for non-sworn frontline personnel (SEIU) and non-sworn supervisors (AFSCME) both have terms of July 1, 2021, through June 30, 2023. Pursuant to best labor-management practices, it is time to open negotiations on successor agreements. SEIU represents 74 classifications with 168 full-time positions funded in the fiscal year 2022-23 budget. AFSCME represents 22 classifications with approximately 41 full-time, funded positions.

### Analysis

This report transmits personnel and process information to members of the City Council, the subject bargaining units, and the public to inform upcoming labor negotiations with SEIU and AFSCME. If the parties cannot agree on a successor agreement, the terms of the existing agreement remain until modified pursuant to State-mandated impasse procedures or successful negotiation of a successor agreement.

Labor contract negotiations are governed by the Meyers-Miliias-Brown Act (MMBA), Government Code section 3500. MMBA requires that local agencies meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized collective bargaining units. MMBA further requires that the City fully consider proposals made by collective bargaining unit representatives before arriving at a determination of policy or course of action.

### Negotiable items with direct costs

Table 1 provides baseline personnel expense categories for each employee group, including SEIU, AFSCME, Menlo Park Police Officers' Association (POA), Menlo Park Police Sergeants' Association (PSA),

and unrepresented management and confidential employees to help quantify the financial impacts of desired changes by either negotiating party. Confidential employees are generally provided the same benefits as AFSCME. All items are open to negotiations.

**Table 1: Fiscal Year 2022-23 baseline personnel costs by group**

Group	FTEs	Base pay	Special pays	Allowances	Retirement	Health and welfare	Other fringe benefits	Total
Represented non-sworn personnel								
SEIU	168	15,276,900	n/a	12,854	3,194,323	3,781,996	778,171	23,044,245
AFSCME	41	5,497,003	n/a	n/a	1,222,259	948,680	276,098	7,944,040
Subtotal	209	20,773,903	-	12,854	4,416,582	4,730,677	1,054,269	30,988,285
Represented sworn personnel								
POA	36	4,901,787	453,619	41,259	1,618,122	707,141	236,173	7,958,102
PSA	9	1,534,167	234,823	9,360	941,103	203,113	78,012	3,000,579
Subtotal	45	6,435,954	688,442	50,619	2,559,225	910,254	314,186	10,958,680
Unrepresented								
Confidential	6.5	628,501	n/a	n/a	133,468	179,997	37,899	979,865
Management	25	4,484,762	n/a	155,526	1,212,206	949,152	240,095	7,041,741
Subtotal	31.5	5,113,264	-	155,526	1,345,674	1,129,149	277,994	8,021,606
<b>Grand total</b>	<b>285.5</b>	<b>32,323,121</b>	<b>688,442</b>	<b>218,999</b>	<b>8,329,334</b>	<b>6,770,080</b>	<b>1,646,448</b>	<b>49,968,571</b>

Attachment B contains detailed expenditure breakdowns for SEIU and AFSCME. Attachments C and D provide web links to the City’s labor agreements and salary schedule. Attachment E provides medical benefit plan information and City contributions. The elements of each column in Table 1 are defined in greater detail below:

**Full-time equivalents.** There are 285.5 authorized full-time equivalents (FTEs) in the fiscal year 2022-23 budget, not including the five City Councilmembers. FTE is defined as one individual working 40 hours per week or receiving a flat salary. A position scheduled to work less than 40 hours per week is shown as a fraction of 1.0. For example, a position scheduled to work 30 hours per week is considered 0.75 FTE. Temporary employees, employees working fewer than 20 hours per week or 960 hours per year, only receive benefits mandated by State or Federal law.

**Base pay.** Base pay is the pensionable wage for all budgeted FTEs, filled or vacant. Base pay for each employee may change due to negotiated cost-of-living adjustments (COLAs) or annual merit-based performance adjustments.

**Special pays.** The City provides special pays to POA and PSA personnel that are added to pensionable wages. Examples include longevity, shift differentials, and Police Officer Standards and Training (POST) certification. SEIU and AFSCME do not have special pays.

Allowances. Allowances are not pensionable wages and are provided to offset employee costs incurred in the exercise in their duties. Example allowances include maintaining uniforms for police officers, and providing transportation allowance for unrepresented management personnel, instead of maintaining a dedicated City vehicle for their use.

Retirement. Retirement includes CalPERS costs incurred by the employer for the defined benefit pension plan. All regular employees represented or unrepresented are enrolled in CalPERS per California Public Employees' Retirement Law Chapter 3 Article 1, and do not earn Social Security credits while working for Menlo Park.

Attachment B contains detailed expenditure breakdowns for SEIU and AFSCME. Of particular note are the cost differentials between the various pension tiers. As a result of Measure L (November 2010), the City amended its contracts with CalPERS to provide a lower pension benefit to employees hired after a certain date (Tier 2.) Statewide changes in CalPERS also took effect January 1, 2013, to introduce a further decrease in pension benefits for "New" employees hired on or after the effective date. "New" refers to the employee's tenure in CalPERS, rather than their tenure with an organization. The "New" employees subject to this lower benefit are referred to as Public Employee Pension Reform Act (PEPRA) employees or, at times, Tier 3 employees.

Web links to the most current pension actuarial reports are available in Attachments F through I, and Attachment J provides a web link to CalPERS' webpage on PEPRA. The "miscellaneous plan" applies to all non-sworn personnel, blending Tiers 1, 2 and PEPRA, and is large enough to require a discrete plan due to the number of active and retired members. The three plans titled "safety plan" are segmented based on benefit level and are pooled with similar small employers offering the same benefit to sworn personnel.

Health and welfare. Health and welfare primarily reflect cafeteria plan contribution for employees to select a medical insurance plan offered by the Public Employee's Medical and Hospital Care Act (PEMHCA), administered by CalPERS. In addition to medical, this column includes City-paid dental and vision coverages for eligible employees and their dependents.

Other fringe benefits. Other fringe benefits include life insurance, accidental death and dismemberment (AD&D) insurance, Medicare and workers' compensation insurance.

#### Negotiable items with indirect costs

In addition to the direct costs outlined above, indirect costs items are also open to negotiation. Either side may seek changes in other factors subject to MMBA, such as paid time off (e.g., holidays), tools and equipment, employee engagement and retention efforts, and professional development opportunities.

Attachment K provides a web link to a Citywide benefits summary by group, which includes a comparison of retirement, health benefits, leaves, special pays, allowances and other fringe benefits.

#### Roles during labor contract negotiations

The following provides an overview of major roles in the process to promote understanding of the labor contract negotiation process:

*City Council.* The City Council designates the City's chief negotiator, authorizes the City's initial bargaining position, considers proposals made by collective bargaining unit representatives through the chief negotiator, and ultimately approves a successor agreement. City Council receives data, analysis, and recommendations from the city manager and designated City staff. City Council Procedure #CC-11-0001, establishes early release requirements for all matters about labor negotiations. Other than approving the

successor agreement, the City Council may elect to hold all labor negotiations discussions in closed session.

*Chief negotiator.* The City retains labor attorney Charles Sakai from Sloan Sakai to advise on personnel matters, including on all issues under MMBA and to serve as chief negotiator during labor agreement discussions. Mr. Sakai prepares all proposals, counter-proposals, and tentative agreements and is authorized to execute tentative agreements consistent with negotiating authority granted by City Council. Mr. Sakai also consults the city manager, or designee, on workplace impacts of proposals, counter-proposals and tentative agreements.

*City manager.* The city manager is responsible for the efficient administration of all City services, and administration of the City Council approved budget. In the negotiations process, the city manager advises City Council and the chief negotiator on management matters subject to MMBA. The city manager also advises on recruitment and retention tools, employee engagement, and emerging trends in regional workforce management. The city manager designates city staff to support the chief negotiator.

*Designated city staff.* Labor negotiations can be a time-intensive process requiring significant preparation, coordination, analysis and follow-up work. The city manager typically will assign the assistant city manager, administrative services director, human resources manager, and a management analyst to support the process. To the greatest extent possible, information about labor negotiations is limited to individuals authorized by the city manager, such as how a proposal might impact operations.

*Collective bargaining unit's chief negotiator.* Each bargaining unit identifies a chief negotiator. The City's negotiating team commits to communicating only with the bargaining unit's chief negotiator unless otherwise authorized by the bargaining unit's chief negotiator.

*Collective bargaining unit negotiating team.* Each bargaining unit identifies a negotiating team of active City employees to advise their collective bargaining unit's chief negotiator through the labor contract negotiations process. The negotiating team typically meets amongst itself and is also present during all negotiation meetings.

#### Negotiations calendar and process

City management will provide City Council with its recommended bargaining position by unit and strategy at their April 25 closed session. Time on the City Council's tentative agenda is reserved for closed sessions at each regular meeting after that to ensure City Council agenda capacity for labor negotiation conversations.

City Council will provide the City negotiator with direction to engage the units under the MMBA requirement to negotiate successor agreements with recognized employee groups. The first meeting between the two parties typically includes:

- Introductions
- Ground rules for negotiations
- Future meetings and time constraints
- Discussion of material contained in this report
- Discussion of any additional information requests from the bargaining unit
- Preliminary discussion of interest areas on both sides

At their April 25 closed session, the City's chief negotiator will provide the City Council with a negotiation strategy and initial bargaining authority recommendation. The chief negotiator will brief the City Council in closed session as necessary after that.



The following calendar identifies key dates that impact negotiation of successor agreements before the expiration of current agreements.

- March 20 – City staff release report on negotiations with SEIU and AFSCME
- April 4 – Members of the public offer their input on the City’s negotiations position for City Council consideration
- April 25 – City Council meets in closed session, confirms negotiating teams, and provides initial bargaining authority to chief negotiator
- April 26 through May 26 – City and SEIU, City and AFSCME negotiate successor agreement
- June 1 – Estimated deadline for SEIU and AFSCME membership to ratify tentative successor agreement for effective date of July 1, 2023
- June 13 – Staff release report for ratified tentative successor agreement with SEIU and AFSCME
- June 27 – Public meeting for City Council consider ratification of a successor agreement with SEIU and AFSCME effective July 1

#### Resources available to City Councilmembers

Attachment L, “Understanding the Labor Negotiations Process produced by the Institute for Local Government,” further describes the roles, process and requirements of labor negotiations.

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

There are no impacts on City resources as a result of receiving input on this issue. The cost of negotiating each contract is estimated at approximately \$30,000, inclusive of the chief negotiator’s fees and internal staff time, at a total estimated cost of \$60,000. Additional consulting services may be required depending on the scope of negotiation. City Council will meet in closed session to provide direction to the City’s negotiating team. The negotiators will meet and confer with the SEIU and AFSCME negotiation teams to reach a tentative agreement before the expiration of the current agreements. Once a tentative successor agreement is ready for City Council ratification, the fiscal impact of that tentative agreement will be released 15 days before the City Council vote at a public meeting.

#### **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 report 15 days prior to the City Council meeting of April 4, 2023.

#### **Attachments**

- A. City Council Procedure #CC-11-0001
- B. 2022-23 baseline expenditures costs for SEIU and AFSCME
- C. Hyperlink – City of Menlo Park labor agreements: [menlopark.gov/laboragreements](https://menlopark.gov/laboragreements)
- D. Hyperlink – City of Menlo Park salary schedule effective 9/25/2022: [menlopark.gov/salarieschedule](https://menlopark.gov/salarieschedule)
- E. 2023 SEIU and AFSCME health plan choices and City contributions

- F. Hyperlink – City of Menlo Park miscellaneous plan CalPERS actuarial valuation report as of June 30, 2021: [calpers.ca.gov/docs/actuarial-reports/2021/menlo-park-city-miscellaneous-2021.pdf](https://calpers.ca.gov/docs/actuarial-reports/2021/menlo-park-city-miscellaneous-2021.pdf)
- G. Hyperlink – City of Menlo Park safety plan Tier 1 CalPERS actuarial valuation report as of June 30, 2021: [calpers.ca.gov/docs/actuarial-reports/2021/menlo-park-city-safety-2021.pdf](https://calpers.ca.gov/docs/actuarial-reports/2021/menlo-park-city-safety-2021.pdf)
- H. Hyperlink – City of Menlo Park safety plan Tier 2 CalPERS actuarial valuation report as of June 30, 2021: [calpers.ca.gov/docs/actuarial-reports/2021/menlo-park-city-safety-police-second-tier-2021.pdf](https://calpers.ca.gov/docs/actuarial-reports/2021/menlo-park-city-safety-police-second-tier-2021.pdf)
- I. Hyperlink – City of Menlo Park safety plan PEPRA CalPERS actuarial valuation report as of June 30, 2021: [calpers.ca.gov/docs/actuarial-reports/2021/menlo-park-city-pepra-safety-police-2021.pdf](https://calpers.ca.gov/docs/actuarial-reports/2021/menlo-park-city-pepra-safety-police-2021.pdf)
- J. Hyperlink – PEPRA: [calpers.ca.gov/page/about/laws-legislation-regulations/public-employees-pension-reform-act](https://calpers.ca.gov/page/about/laws-legislation-regulations/public-employees-pension-reform-act)
- K. Hyperlink – Benefits summary by bargaining unit: [menlopark.gov/benefitssummary](https://menlopark.gov/benefitssummary)
- L. Understanding the Labor Negotiations Process produced by the Institute for Local Government

Report prepared by:

Marvin Davis, Interim Finance Director

Brittany Mello, Administrative Services Director

# City of Menlo Park

City Council Policy

<b>Department</b> City Council	<b>Page 1 of 1</b>	<b>Effective Date</b> 03/02/2011
<b>Subject</b> Public Input and Outreach regarding Labor Negotiations	<b>Approved by</b> City Council 03/01/2011	<b>Procedure #</b> CC-11-0001

## PURPOSE

To incorporate public input into the labor negotiations process.

## BACKGROUND

The City Council has expressed a desire to improve public communication and outreach on labor relations to the extent reasonably possible.

## POLICY

A regular business item shall be placed on a Council agenda in advance of formal labor negotiations that includes an opportunity for the public to comment. At least seven days prior to this meeting, staff shall post a report that contains relevant information on employee salaries and benefits, as well as the methodology used to determine a competitive and appropriate compensation package. As part of this process, a concerted effort shall be made to request public comment on the negotiations parameters.

As a general rule, staff shall engage the services of a labor attorney to participate in formal labor negotiations with bargaining units representing permanent employees.

During labor negotiations, public comment will be provided prior to the entry into closed session to discuss labor negotiations, in accordance with State law. At the conclusion of the closed session, the Council shall report out any action taken, including in the record the individual votes taken and the characterization of the deliberations. In addition, at some point in the negotiations process, staff shall submit a public report to Council that provides a general status of labor negotiations and that allows for public input prior to concluding negotiations.

Staff shall prepare and make public a staff report, at least fifteen calendar days prior to Council consideration of a tentative agreement or implementation resolution for any bargaining unit, that provides full details and costing associated with the recommended action, shall schedule the matter as a regular business item and shall provide an opportunity for the public to comment.

Table 1: FY 2022-23 budgeted SEIU personnel costs	
Type	Total
Salary	
Base	\$14,520,934
Cost-of-living adjustment (COLA)	\$431,624
Merit	\$324,342
<b>Salary Total</b>	<b>\$15,276,900</b>
Allowances	
Uniform	-
Auto	\$12,854
<b>Allowances Total</b>	<b>\$12,854</b>
Retirement	
Employer Share: CalPERS Tier 1	\$519,849
Employer Share: CalPERS Tier 2	\$108,499
Employer Share: CalPERS PEPRA	\$721,784
Employee Share: Cal PERS Tier 1	(\$246,139)
Employee Share: CalPERS Tier 2	(\$66,305)
Employee Share: CalPERS PEPRA	(\$627,609)
Unfunded: CalPERS Tier 1	\$728,028
Unfunded: CalPERS Tier 2	\$196,117
Unfunded: CalPERS PEPRA	\$1,860,098
<b>Retirement Total</b>	<b>\$3,194,323</b>
Healthcare	
Medical	\$3,444,097
Dental & Vision	\$337,899
<b>Healthcare Total</b>	<b>\$3,781,996</b>
Other benefits	
Life, ADD, LTD	\$106,969
Medicare	\$221,578
Workcomp	\$449,624
<b>Other benefits Total</b>	<b>\$778,171</b>
<b>SEIU Total</b>	<b>\$23,044,245</b>

**Table 2: FY 2022-23 budgeted AFSCME personnel costs**

Type	Total
<b>Salary</b>	
Base	\$5,286,882
Cost-of-living adjustment (COLA)	\$158,606
Merit	\$51,515
<b>Salary Total</b>	<b>\$5,497,003</b>
<b>Allowances</b>	
Uniform	-
Auto	-
<b>Allowances Total</b>	<b>-</b>
<b>Retirement</b>	
Employer Share: CalPERS Tier 1	\$308,888
Employer Share: CalPERS Tier 2	\$82,651
Employer Share: CalPERS PEPRA	\$152,197
Employee Share: Cal PERS Tier 1	(\$131,295)
Employee Share: CalPERS Tier 2	(\$45,343)
Employee Share: CalPERS PEPRA	(\$119,045)
Unfunded: CalPERS Tier 1	\$432,586
Unfunded: CalPERS Tier 2	\$149,396
Unfunded: CalPERS PEPRA	\$392,224
<b>Retirement Total</b>	<b>\$1,222,259</b>
<b>Healthcare</b>	
Medical	\$864,572
Dental & Vision	\$84,108
<b>Healthcare Total</b>	<b>\$948,680</b>
<b>Other benefits</b>	
Life, ADD, LTD	\$38,479
Medicare	\$79,707
Workcomp	\$157,912
<b>Other benefits Total</b>	<b>\$276,098</b>
<b>AFSCME Total</b>	<b>\$7,944,040</b>



# Health Plan Premiums: Bay Area Region

## 2023 SEIU – Full-time (40 hour) employees

Health plan	Employee only		Employee + 1		Employee +2 or more	
	Monthly premium	After \$1019.43 City contribution	Monthly premium	After \$1921.11 City contribution	Monthly premium	After \$2493.94 City contribution
Anthem Blue Cross Select HMO	\$ 1,128.83	\$ (109.40)	\$ 2,257.66	\$ (336.55)	\$ 2,934.96	\$ (441.02)
Anthem Blue Cross Traditional HMO	\$ 1,210.71	\$ (191.28)	\$ 2,421.42	\$ (500.31)	\$ 3,147.85	\$ (653.91)
Blue Shield Access+	\$ 1,035.21	\$ (15.78)	\$ 2,070.42	\$ (149.31)	\$ 2,691.55	\$ (197.61)
Health Net SmartCare	\$ 1,174.50	\$ (155.07)	\$ 2,349.00	\$ (427.89)	\$ 3,053.70	\$ (559.76)
Kaiser Permanente California	\$ 913.74	\$ 105.69	\$ 1,827.48	\$ 93.63	\$ 2,375.72	\$ 118.22
Western Health Advantage	\$ 760.17	\$ 259.26	\$ 1,520.34	\$ 400.77	\$ 1,976.44	\$ 517.50
PERS Gold	\$ 825.61	\$ 193.82	\$ 1,651.22	\$ 269.89	\$ 2,146.59	\$ 347.50
PERS Platinum	\$ 1,200.12	\$ (180.69)	\$ 2,400.24	\$ (479.13)	\$ 3,120.31	\$ (626.37)

Amounts in **green** = additional amount available to you to put toward cafeteria options

Amounts in **(red)** = your out-of-pocket expense

Cash in lieu = \$367 monthly





# Health Plan Premiums: Bay Area Region

## 2023 SEIU – Part-time (30 hour) employees

Health plan	Employee only		Employee + 1		Employee +2 or more	
	Monthly premium	After \$764.57 City contribution	Monthly premium	After \$1440.83 City contribution	Monthly premium	After \$1870.46 City contribution
Anthem Blue Cross Select HMO	\$ 1,128.83	\$ (364.26)	\$ 2,257.66	\$ (816.83)	\$ 2,934.96	\$ (1,064.50)
Anthem Blue Cross Traditional HMO	\$ 1,210.71	\$ (446.14)	\$ 2,421.42	\$ (980.59)	\$ 3,147.85	\$ (1,277.39)
Blue Shield Access+	\$ 1,035.21	\$ (270.64)	\$ 2,070.42	\$ (629.59)	\$ 2,691.55	\$ (821.09)
Health Net SmartCare	\$ 1,174.50	\$ (409.93)	\$ 2,349.00	\$ (908.17)	\$ 3,053.70	\$ (1,183.24)
Kaiser Permanente California	\$ 913.74	\$ (149.17)	\$ 1,827.48	\$ (386.65)	\$ 2,375.72	\$ (505.26)
Western Health Advantage	\$ 760.17	\$ 4.40	\$ 1,520.34	\$ (79.51)	\$ 1,976.44	\$ (105.99)
PERS Gold	\$ 825.61	\$ (61.04)	\$ 1,651.22	\$ (210.39)	\$ 2,146.59	\$ (276.13)
PERS Platinum	\$ 1,200.12	\$ (435.55)	\$ 2,400.24	\$ (959.41)	\$ 3,120.31	\$ (1,249.86)

Amounts in **green** = additional amount available to you to put toward cafeteria options

Amounts in **(red)** = your out-of-pocket expense

Cash in lieu = \$275.25 monthly



# Health Plan Premiums: Bay Area Region

## 2023 SEIU – Part-time (20 hour) employees

Health plan	Employee only		Employee + 1		Employee +2 or more	
	Monthly premium	After \$509.71 City contribution	Monthly premium	After \$960.55 City contribution	Monthly premium	After \$1246.97 City contribution
Anthem Blue Cross Select HMO	\$ 1,128.83	\$ (619.12)	\$ 2,257.66	\$ (1,297.11)	\$ 2,934.96	\$ (1,687.99)
Anthem Blue Cross Traditional HMO	\$ 1,210.71	\$ (701.00)	\$ 2,421.42	\$ (1,460.87)	\$ 3,147.85	\$ (1,900.88)
Blue Shield Access+	\$ 1,035.21	\$ (525.50)	\$ 2,070.42	\$ (1,109.87)	\$ 2,691.55	\$ (1,444.58)
Health Net SmartCare	\$ 1,174.50	\$ (664.79)	\$ 2,349.00	\$ (1,388.45)	\$ 3,053.70	\$ (1,806.73)
Kaiser Permanente California	\$ 913.74	\$ (404.03)	\$ 1,827.48	\$ (866.93)	\$ 2,375.72	\$ (1,128.75)
Western Health Advantage	\$ 760.17	\$ (250.46)	\$ 1,520.34	\$ (559.79)	\$ 1,976.44	\$ (729.47)
PERS Gold	\$ 825.61	\$ (315.90)	\$ 1,651.22	\$ (690.67)	\$ 2,146.59	\$ (899.62)
PERS Platinum	\$ 1,200.12	\$ (690.41)	\$ 2,400.24	\$ (1,439.69)	\$ 3,120.31	\$ (1,873.34)

Amounts in **(red)** = your out-of-pocket expense  
 Cash in lieu = \$183.50 monthly



# Health Plan Premiums: Bay Area Region

## 2023 AFSCME – Full-time (40 hour) employees

Health plan	Employee only		Employee + 1		Employee +2 or more	
	Monthly premium	After \$1019.43 City contribution	Monthly premium	After \$1921.11 City contribution	Monthly premium	After \$2493.94 City contribution
Anthem Blue Cross Select HMO	\$ 1,128.83	\$ (109.40)	\$ 2,257.66	\$ (336.55)	\$ 2,934.96	\$ (441.02)
Anthem Blue Cross Traditional HMO	\$ 1,210.71	\$ (191.28)	\$ 2,421.42	\$ (500.31)	\$ 3,147.85	\$ (653.91)
Blue Shield Access+	\$ 1,035.21	\$ (15.78)	\$ 2,070.42	\$ (149.31)	\$ 2,691.55	\$ (197.61)
Health Net SmartCare	\$ 1,174.50	\$ (155.07)	\$ 2,349.00	\$ (427.89)	\$ 3,053.70	\$ (559.76)
Kaiser Permanente California	\$ 913.74	\$ 105.69	\$ 1,827.48	\$ 93.63	\$ 2,375.72	\$ 118.22
Western Health Advantage	\$ 760.17	\$ 259.26	\$ 1,520.34	\$ 400.77	\$ 1,976.44	\$ 517.50
PERS Gold	\$ 825.61	\$ 193.82	\$ 1,651.22	\$ 269.89	\$ 2,146.59	\$ 347.50
PERS Platinum	\$ 1,200.12	\$ (180.69)	\$ 2,400.24	\$ (479.13)	\$ 3,120.31	\$ (626.37)

Amounts in **green** = additional amount available to you to put toward cafeteria options

Amounts in **(red)** = your out-of-pocket expense

Cash in lieu = \$367 monthly



# Health Plan Premiums: Bay Area Region

## 2023 AFSCME – Part-time (30 hour) employees

Health plan	Employee only		Employee + 1		Employee +2 or more	
	Monthly premium	After \$764.57 City contribution	Monthly premium	After \$1440.83 City contribution	Monthly premium	After \$1870.46 City contribution
Anthem Blue Cross Select HMO	\$ 1,128.83	\$ (364.26)	\$ 2,257.66	\$ (816.83)	\$ 2,934.96	\$ (1,064.50)
Anthem Blue Cross Traditional HMO	\$ 1,210.71	\$ (446.14)	\$ 2,421.42	\$ (980.59)	\$ 3,147.85	\$ (1,277.39)
Blue Shield Access+	\$ 1,035.21	\$ (270.64)	\$ 2,070.42	\$ (629.59)	\$ 2,691.55	\$ (821.09)
Health Net SmartCare	\$ 1,174.50	\$ (409.93)	\$ 2,349.00	\$ (908.17)	\$ 3,053.70	\$ (1,183.24)
Kaiser Permanente California	\$ 913.74	\$ (149.17)	\$ 1,827.48	\$ (386.65)	\$ 2,375.72	\$ (505.26)
Western Health Advantage	\$ 760.17	\$ 4.40	\$ 1,520.34	\$ (79.51)	\$ 1,976.44	\$ (105.99)
PERS Gold	\$ 825.61	\$ (61.04)	\$ 1,651.22	\$ (210.39)	\$ 2,146.59	\$ (276.13)
PERS Platinum	\$ 1,200.12	\$ (435.55)	\$ 2,400.24	\$ (959.41)	\$ 3,120.31	\$ (1,249.86)

Amounts in **green** = additional amount available to you to put toward cafeteria options

Amounts in **(red)** = your out-of-pocket expense

Cash in lieu = \$275.25 monthly





# Health Plan Premiums: Bay Area Region

## 2023 AFSCME – Part-time (20 hour) employees

Health plan	Employee only		Employee + 1		Employee +2 or more	
	Monthly premium	After \$509.71 City contribution	Monthly premium	After \$960.55 City contribution	Monthly premium	After \$1246.97 City contribution
Anthem Blue Cross Select HMO	\$ 1,128.83	\$ (619.12)	\$ 2,257.66	\$ (1,297.11)	\$ 2,934.96	\$ (1,687.99)
Anthem Blue Cross Traditional HMO	\$ 1,210.71	\$ (701.00)	\$ 2,421.42	\$ (1,460.87)	\$ 3,147.85	\$ (1,900.88)
Blue Shield Access+	\$ 1,035.21	\$ (525.50)	\$ 2,070.42	\$ (1,109.87)	\$ 2,691.55	\$ (1,444.58)
Health Net SmartCare	\$ 1,174.50	\$ (664.79)	\$ 2,349.00	\$ (1,388.45)	\$ 3,053.70	\$ (1,806.73)
Kaiser Permanente California	\$ 913.74	\$ (404.03)	\$ 1,827.48	\$ (866.93)	\$ 2,375.72	\$ (1,128.75)
Western Health Advantage	\$ 760.17	\$ (250.46)	\$ 1,520.34	\$ (559.79)	\$ 1,976.44	\$ (729.47)
PERS Gold	\$ 825.61	\$ (315.90)	\$ 1,651.22	\$ (690.67)	\$ 2,146.59	\$ (899.62)
PERS Platinum	\$ 1,200.12	\$ (690.41)	\$ 2,400.24	\$ (1,439.69)	\$ 3,120.31	\$ (1,873.34)

Amounts in **(red)** = your out-of-pocket expense  
 Cash in lieu = \$183.50 monthly

## Understanding the Labor Negotiations Process

August 17, 2012

Under California law,<sup>1</sup> when county or city employees are represented by a union, the agency must negotiate with that union regarding their pay and benefits, working hours, and working conditions. This paper explains the key elements of that process.

### Roles

Elected officials determine the agency's bargaining position and consult with staff throughout the negotiation process. Agency staff report back to decision-makers about the face-to-face negotiations' progress and any impediments to reaching agreement.

### Before Bargaining

Prior to meeting with the union, the agency's negotiators will meet with elected officials to discuss how to proceed. Having this meeting well in advance of negotiations gives elected officials time to consider relevant issues and develop a set of questions.

Early conversations also give staff time to compile necessary information for decision-makers. Examples of such information may include:

- Anticipated increases in current employee expenditures
- Money available for salaries and benefits
- Cost of salary and benefit enhancements
- What comparable employers are paying
- Turnover statistics

Just as elected officials need time and information to make well-informed decisions, staff will need time to prepare and provide accurate information. As with any issue, limited staff resources may make it advisable to prioritize information requests.

Conversations about the agency's initial bargaining position typically take place in closed session.<sup>2</sup> The agency's negotiators will share their understanding of what it will take to

### Additional Resources

The Institute has two glossaries to assist local officials as they engage with constituents, bargaining representatives and each other about labor relations and public pension issues:

- Labor Relations Terminology:  
<http://www.ca-ilg.org/post/labor-relations-terminology>
- Public Pension Terminology:  
<http://www.ca-ilg.org/post/public-pension-terminology>

The Institute is grateful to Dr. Rhonda Albey for preparing this piece. Dr. Albey has worked in labor relations for Los Angeles County since 1990.



reach agreement with the union. The agency's governing body will then give negotiators an initial bargaining position.

## During Bargaining

No matter how reasonable the agency's initial bargaining position is, it is unlikely that the union will immediately accept it.

### The Process Can Be Rough

During the negotiations process, the union may organize demonstrations and/or phone and e-mail campaigns. Discourse may become bullying and emotional.

Don't take it personally – it's all part of the process. Both sides may need to show they are doing their job. Union negotiators need to show their members that they are fighting for them and elected officials need to show they are working hard for the community.

The negotiation process is unpredictable. The agency's negotiators may have misread the union's priorities and goals. Union representatives may have misread the employees' mood. New issues may arise. There may be internal divisions within the union. These challenges may make it impossible to get agreement within the original parameters authorized.

**Working with the Agency's Negotiators.** As challenges arise, the agency's negotiators may ask for modifications in the bargaining position. This is normal in the course of any type of negotiation, as each party learns more about the interests of the other. Multiple meetings with the negotiating team may be necessary.

Modifications may not involve increases in total expense. An example is moving money from benefits to salaries (or vice-versa). Another example is if decision-makers have authorized higher increases for some position classifications than others, employee representatives may ask to even increases out.

**Meeting with Union Officials.** As negotiations continue, the union may seek meetings with individual elected official(s) to discuss the agency's bargaining position. As with any group of constituents, an elected official can choose to meet with them or not. If an elected official does meet with union officials, the official should be clear that the official is not speaking on behalf of the governing body.

A word of caution about meeting with employees *without* their union representative during labor

### Expect to be Misquoted

People tend to hear what they want to hear.

Someone may say something like "I'll speak to the negotiating team," and mean exactly that – they'll speak to them.

The employees may hear "He/she will speak to the negotiating team and tell them to give us what we want."

Some strategies for minimizing miscommunication are to take notes during the discussion and not to meet with union representatives alone.

negotiations: such meetings can lead to an unfair labor practice accusation of “direct dealing.”<sup>3</sup> Avoid any action that makes it appear that the agency is interfering in the union’s relationship with the employees it represents.

If the elected official meets with union representatives, it is helpful to share the conversation with the agency’s bargaining representatives. The conversation may provide insights that will help the agency’s negotiators move the process forward.

## If Agreement Is Reached

The agreement still has to be ratified by the rank and file. The union may feel it needs to sell the agreement as a victory for its members. The union may post flyers or e-mails trumpeting their win over management.

For their part, elected officials may hear concerns from constituents that the agency is spending too much on employee salaries and benefits. Agency officials are well-advised to be moderate in their public discourse relating to the agreement. Anything that might be construed as bragging about the agency’s victory in the bargaining process may jeopardize the agreement. The employees won’t ratify the agreement if they think it is a

### Post Agreement Issues

While the agency will not have to negotiate during the term of the agreement, issues may arise between negotiations that may require changes.

bad deal or their representatives weren’t sufficiently aggressive on their behalf.

A helpful practice can be a public statement that does not validate either extreme, but says something to the effect that “We reached a deal to provide adequate public services at reasonable cost.”

## If Agreement Cannot Be Reached

What happens if the agency can’t reach an agreement? There are procedures under state law for resolving impasse. A local labor relations resolution may provide further guidance on procedures.

### Mediation

A mediator may be brought in to try and resolve differences between the agency and the union. Mediators have no authority to impose a settlement, but can be useful in helping the parties look at the problem from a new perspective and to move past personal differences. The state Division of Mediation and Conciliation can provide a mediator.

**Fact-finding.** Whether or not mediation occurs, the union may request fact-finding as a next step. With the assistance of the

### An Expired Contract is not the Same as No Contract

If the contract has expired and agreement has not been reached on a new one, the agency must maintain the status quo until there is a new agreement.

Public Employee Relations Board (PERB), a fact-finding panel is appointed which reviews both parties' proposals, holds hearings and ultimately recommends a settlement.

**Unilateral implementation.** After exhausting the impasse procedure and holding a public hearing, the agency may impose its final financial offer upon the employees. Management cannot force the union to accept a whole new contract.

Unilateral implementation cannot be used to impose work rule or operational changes and can only be implemented for one year. After that year, or during the year, if the union indicates it has a significant change in its position, the agency must bargain again with the union to try and reach a mutual agreement.

This resource is a service of the Institute for Local Government (ILG) whose mission is to promote good government at the local level with practical, impartial, and easy-to-use resources for California communities. ILG is the nonprofit 501(c)(3) research and education affiliate of the League of California Cities and the California State Association of Counties. For more information and to access the Institute's resources on Local Government 101 go to <http://www.ca-ilg.org/localgovt101>.

The Institute thanks the following individuals for their review and input into this resource:

- Holly Brock-Cohn, Human Resources Director, City of Alameda
- Casey Echarte, Assistant Human Resources Director, City of San Mateo
- Eraina Ortega, Legislative Representative, Employee Relations & Human Resources, California State Association of Counties
- Delores Turner, Assistant City Manager, Administrative Services Department, City of Emeryville

The Institute welcomes feedback on this resource:

- *Email:* [rstephens@ca-ilg.org](mailto:rstephens@ca-ilg.org) *Subject:* *Understanding the Labor Negotiations Process*
- *Fax:* 916.444.7535
- *Mail:* 1400 K Street, Suite 205 ▪ Sacramento, CA ▪ 95814

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## References and Resources

<sup>1</sup> California Government Code 3500, known as the Meyers-Miliias-Brown Act, (MMB) requires negotiation in good faith with the recognized employee representative on specified subjects. It also permits local agencies to adopt their own rules and regulations for the governance of labor relations.

<sup>2</sup> See Cal. Gov't Code § 54957.6, which provides:

**54957.6.** (a) Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation.

However, prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies its designated representatives.

Closed sessions of a legislative body of a local agency, as permitted in this section, shall be for the purpose of reviewing its position and instructing the local agency's designated representatives.

Closed sessions, as permitted in this section, may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees.

Closed sessions with the local agency's designated representative regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits may include discussion of an agency's available funds and funding priorities, but only insofar as these discussions relate to providing instructions to the local agency's designated representative.

Closed sessions held pursuant to this section shall not include final action on the proposed compensation of one or more unrepresented employees.

For the purposes enumerated in this section, a legislative body of a local agency may also meet with a state conciliator who has intervened in the proceedings.

(b) For the purposes of this section, the term "employee" shall include an officer or an independent contractor who functions as an officer or an employee, but shall not include any elected official, member of a legislative body, or other independent contractors.

<sup>3</sup> See Cal. Lab. Code § 1156; *Ruline Nursery Co. v. Agricultural Labor Relations Bd.*, 169 Cal. App. 3d 247, 266, 216 Cal. Rptr. 162, 172 (1985)



**STAFF REPORT**

**City Council**  
**Meeting Date:** 4/4/2023  
**Staff Report Number:** 23-088-CC

**City Council Initiated Item**                      **Direction on advisory body and commissioner stipends**

**Recommendation**

Provide direction to staff on advisory body and commissioner stipends.

**Background**

On March 28, 2023, Vice Mayor Taylor requested an agenda item for City Council discussion of advisory body and commissioner stipends.

**Analysis**

Pursuant to City Council Procedure #CC-20-013 (Attachment A), the City Council may discuss the item and ask staff questions regarding preliminary scope, analysis and resource requirements. After discussion, with a motion and second, the City Council may take one of the following actions:

- Direct the city manager to prioritize staff resources to prepare a formal staff report for further City Council consideration and/or action, or
- Direct the item to an advisory body for preparation of a formal staff report with no additional staff support required, or
- Direct the city manager to prepare a formal staff report for further City Council consideration as resources are available, or
- Defer action to the City Council's annual goal setting process.

**Impact on City Resources**

Determined by City Council direction.

**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. City Council Procedure #CC-20-013

Report prepared by:  
Justin I.C. Murphy, City Manager



# CITY COUNCILMEMBER REQUESTS

City Council Policy #CC-20-013  
Adopted August 25, 2020



## Purpose

The purpose of this procedure is to provide transparency into requests by individual City Councilmembers that result in the use of staff time. The policy applies to all City Councilmembers equally and allows the full City Council to determine how to use limited city resources.

For this procedure, a "City Councilmember request" is defined as a request to use city resources in a manner that exceeds the City Council approved budget, priorities, or work plan. This includes requests directed to the city manager, city attorney, and all city staff members. This procedure also applies to City Council appointed commissions and committees.

## Requests to add items to a future agenda

### To make a request

To request consideration of an item at future City Council meetings, City Councilmembers may send the request via email to the city manager, with a copy to the Mayor and Vice Mayor, or via email to [city.council@menlopark.org](mailto:city.council@menlopark.org). The request must be received no later than two (2) business days prior to publication of the meeting agenda. The request will automatically appear under "City Council initiated items" at the end of the City Council's regular agenda.

### Initial City Council consideration of request

As an agenda item under "City Council initiated items" the City Council may discuss the item and ask staff questions regarding preliminary scope, analysis, and resource requirements. After discussion, with a motion and second, the City Council may take one of the following actions:

- Direct the city manager to prioritize staff resources to prepare a formal staff report for further City Council consideration and/or action, or
- Direct the item to an advisory body for preparation of a formal staff report with no additional staff support required, or
- Direct the city manager to prepare a formal staff report for further City Council consideration as resources are available, or
- Defer action to the City Council's annual goal setting process.

If the request does not receive sufficient City Council support, the item is not considered further.

### City Council action

When the staff report is available, the report will be placed under "City Council initiated items" for City Council discussion and action at the next City Council meeting, regardless of agenda load management exercised by the Mayor, Vice Mayor, and city manager.

## Request to modify operations or for special projects

### To make a request

To request consideration of a change in operations or for a special project, a City Councilmember may send the request via email to the city manager, with a copy to the Mayor and Vice Mayor, or via email to [city.council@menlopark.org](mailto:city.council@menlopark.org). The request must be received no later than two (2) business days prior to publication of the meeting agenda. The request will automatically appear under "City Council initiated items" at the end of the City Council's regular agenda.

### Initial City Council consideration of request

As an agenda item under "City Council initiated items" the City Council may discuss the item and ask the city manager the preliminary assessment of the scope, analysis, and resource requirements of the request. After discussion, with a motion and second, the City Council may take one of the following actions:

- Direct the city manager to prioritize staff resources to prepare a formal staff report for further City Council consideration and/or action, or
- Direct the city manager to prepare a formal staff report for further City Council consideration as resources are available, or
- Defer action to the City Council's annual budget process.

If the request does not receive sufficient City Council support, the item is not considered further.

### City Council action

When the staff report is available, the report will be placed under "City Council initiated items" for City Council discussion

## CITY COUNCILMEMBER REQUESTS

City Council Policy #CC-20-013

Adopted August 25, 2020

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and action at the next City Council meeting, regardless of agenda load management exercised by the Mayor, Vice Mayor, and city manager.

### Emergency and non-agendized items

Emergency and non-agendized items may be added to an agenda only in accordance with state law. Emergency items are only those matters affecting public health or safety such as work stoppages, disasters and other severe emergencies. Adding an emergency item requires a majority vote. Emergency items are very rare. An item that the City Council would like to act on after agenda posting is considered a non-agendized item.

Non-agendized items may be added to the agenda only if the City Council makes findings that (1) the need to consider the item arose after the posting of the agenda, and; (2) there is a need to take immediate action at this meeting of the City Council. These findings must be approved by a four-fifths vote; if less than five members of the City Council are present, the findings require a unanimous vote of those present.

Emergency and non-agendized items are not be used to bypass the City Councilmember request process above.

### Procedure history

Action	Date	Notes
Draft procedure presented	July 18, 2020	City Council continued item to August 25, 2020
Procedure adoption	August 25, 2020	Draft procedure amended at City Council direction. Staff edit to clarify definition of a "non-agendized item"



**STAFF REPORT**

**City Council**

**Meeting Date:** 4/4/2023

**Staff Report Number:** 23-092-CC

**Informational Item:** City Council agenda topics: April 18 – May 9, 2023

**Recommendation**

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

**Policy Issues**

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

**Analysis**

In an effort to provide greater access to the City Council's future agenda items, staff has compiled a listing of anticipated agenda items, Attachment A, through May 9, 2023. 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: April 18 – May 9, 2023

Report prepared by:

Judi A. Herren, Assistant to the City Manager/City Clerk

**Tentative City Council Agenda**

#	Title	Department	Item type	City Council action
1	Adopt Fiscal Year 23-24 Budget Principles	ASD	Regular	Approve
2	Quarterly Personnel Activity Report	ASD	Informational	Receive and file
3	Closed session: Labor	ASD, CA	Closed Session	No action
4	Consider the Planning Commission’s recommendation to approve the vesting tentative map extension and adopt a resolution to approve a two-year extension of a vesting tentative map to merge the existing SP-ECR/D	CDD	Public Hearing	Adopt resolution
5	Advisory body annual appointments	CMO	Advisory Body Vacancies and Appointments	Decide
6	Planning Commission Interviews	CMO	Special	No action
7	First Reading of Zero Emission Landscaping Equipment (ZELE) Ordinance	CMO	Regular	Approve
8	Goal and priority setting follow-up/final report	CMO	Regular	Receive and file
9	Introduction and first reading of Streetaries outdoor dining ordinance	CMO	Regular	First read/intro ordinance
10	Proclamation: May Mental Health Month	CMO	Proclamation	No action
11	Resolution approving the California Governor’s Office of Emergency Services Form 130 in order to pursue State financial assistance	CMO	Consent	Adopt resolution
12	Study Session: Reach Codes 2.0	CMO	Study Session	No action
13	Transmittal of city attorney billing (Feb and Mar 2023)	CMO	Informational	No action
14	Update CC-23-004 to include EQC roles and responsibilities	CMO	Consent	Adopt resolution
15	Amendment to the Belle Haven School field joint-use agreement with Ravenwood City School District	LCS	Consent	Adopt resolution
16	Appropriate funds related to and supporting the Menlo Park Community Campus project microgrid switchgear	LCS	Regular	Approve
17	Aquatics operator agreement	LCS	Regular	Contract award or amend
18	Menlo Park Community Campus - Preliminary staffing, operations, and programming plan considerations	LCS	Informational	No action
19	Police Department AB 481 annual review and ordinance renewal	PD	Regular	Receive and file, Adopt resolution
20	Police department quarterly update – Q1 January 2023 - March 2023	PD	Informational	Receive and file
21	Adopt a resolution certifying housing policy compliance required to accept One Bay Area Grant - third cycle (OBAG3) funds	PW	Consent	Adopt resolution
22	Approval of Amendment #2 to the SFCJPA Members Agreement	PW	Consent	No action
23	Proclamation: Recognizing May 2022 as Bike Month	PW	Proclamation	No action
24	Proclamation: Recognizing Public Works Week	PW	Proclamation	No action
25	Provide direction on restarting the Neighborhood Traffic Management Program (NTMP)	PW	Study Session	Direction to staff
26	Provide direction on the Ravenswood Bike Lane Pilot	PW	Study Session	Direction to staff
27	Provide update on quick build project at Menlo Ave/University Dr intersection	PW	Informational	No action
28	Quiet zone study session	PW	Study Session	Direction to staff

**Tentative City Council Agenda**

<i>#</i>	<i>Title</i>	<i>Department</i>	<i>Item type</i>	<i>City Council action</i>
29	Review and provide feedback on the draft Capital Improvement Program	PW	Study Session	Direction to staff
30	Willow Oaks Park Improvement Project award of contract	PW	Consent	Contract award or amend



**STAFF REPORT**

**City Council**

**Meeting Date:**

**4/4/2023**

**Staff Report Number:**

**23-089-CC**

**Informational Item:**

**Update on Belle Haven traffic calming plan implementation**

**Recommendation**

This is an informational item and does not require City Council action. The report transmits an update on the Belle Haven traffic calming plan and related projects.

**Policy Issues**

The development of the Belle Haven Neighborhood traffic calming plan (Plan) and its implementation fulfill “Mitigation Measure TRA-3.1” of the mitigation monitoring and reporting program (MMRP) established in the Facebook campus expansion project final environmental impact report (FEIR) approved in 2016. This was identified as a mitigation measure due to the potential for the Facebook Campus Expansion project to exacerbate cut-through traffic in the neighborhood. (The Plan is not a negotiated benefit of the recorded development agreement for the project.) At the request of the City Council, this MMRP requirement is included in the City’s capital improvement program and considered part of staff’s baseline work.

**Background**

On August 20, 2019, the City Council approved the final Plan and adopted Resolution No. 6492 to remove on-street parking for intersection bulbouts. In June 2020, temporary traffic calming measures within City jurisdiction were installed. Additionally, schematic design plans on third party agency right-of-ways were submitted to the San Francisco Public Utilities Commission (SFPUC) for improvements along Ivy Drive (Hetch Hetchy pipelines) and Caltrans for improvements along Willow Road (State Route 114) in October 2020 for initial review.

On March 23, 2021, staff presented to the City Council a set of revisions to the previously approved implementation process as a result of the unexpected COVID-19 pandemic, which centered on data collection and a neighborhood-wide community survey. A hyperlink of the staff report is provided in Attachment A.

**Analysis**

On September 21, 2021, the City Council approved a final modified plan. A hyperlink of the staff report is provided in Attachment B. The final adopted plan includes the following elements (Attachment C):

- Speed feedback signs – retain the permanent measure on Chilco Street
- Bulbouts – proceed with permanent installation on Newbridge Street and Terminal Avenue
- Speed humps – install three speed humps on Chilco Street between Hamilton Avenue and Newbridge Street and one on Newbridge Street between Hollyburne Avenue and Sevier Avenue
- Neighborhood signs – install neighborhood welcome signs on Newbridge Street, Hamilton Avenue and



### Chilco Street

- Ivy Drive improvements – continue to coordinate with SFPUC to permanently install crosswalks and median nose modifications at intersections between Chilco Street and Carlton Avenue
- Willow Road and Newbridge Street signal modifications – continue to coordinate with Caltrans to install signal improvements, including a dedicated left turn phase and select right turn on red restrictions

The final plan was developed based on public review, City Council direction, and coordination with SFPUC and Caltrans. The review process from these third parties included multiple rounds of comments on conceptual designs, presentation to the SFPUC Project Review Committee meeting in November 2020, and multiple field meetings with Caltrans.

Since the September 21, 2021 City Council meeting, staff worked with Meta to complete final design of improvements (October 2021 through September 2022) and have been coordinating with Caltrans and SFPUC to receive authorization to complete all of the improvements outlined in the adopted plan. Delays reaching agreement with these third party agencies have extended the timeframe for implementation of the plan.

The City submitted an encroachment permit to Caltrans in June 2022 and have had multiple rounds of coordination and comment from Caltrans that are nearing resolution. Staff anticipates receiving that permit by the end of April 2023.

After receiving final design approval from the SFPUC in September 2022, the SFPUC prepared a licensing agreement and consent letter, which was finalized in February 2023. The licensing agreement establishes the policies and guidelines for all infrastructure constructed by the City on the SFPUC ROW. The agreement covers more than just the current set of improvements and no construction on SFPUC ROW is permitted without the agreement. The consent letter, the equivalent of an encroachment permit for SFPUC, will permit contractors to construct the improvements on Ivy Drive. The licensing agreement is circulating for signatures now and should be fully executed by the end of April.

### Schedule

The remaining schedule to implement the plan is as follows:

- April 2023. Complete permitting with Caltrans.
- April – May 2023. Meta bids the project and brings on a contractor.
- June or July 2023 through October 2023. Construction will be prioritized along Ivy Street and Terminal Avenue during the summer months to limit impacts on children traveling to and from school at Belle Haven Elementary.

### Construction notifications

Staff will provide the following notifications in English and Spanish for construction:

- Email to individuals who have expressed interest on the project page
- Postcards to blocks/homes where there will be immediate construction impacts
- A-frames placed along key corridors
- Citywide weekly digest
- City weekly construction news
- Share materials with local institutions, including the Belle Haven Child Development Center, Belle Haven Library, Belle Haven Elementary and Beechwood School

### Related project coordination

In addition to the improvements being implemented by the Plan, there are several other improvements the City is working on along Willow Road. For the last year, staff have been coordinating with Caltrans on the repaving of Willow Road (State Route 114). Specifically, staff developed an alternate pavement marking plan that includes high visibility crosswalks and buffers for the existing bike lanes. In February 2023, Caltrans accepted the City's proposed pavement marking plan and will be implementing the new striping as the weather allows.

In June 2022, the City submitted a grant to the California Active Transportation Program (ATP) to fund additional safety crossing enhancements and physical separation for the bike lane (called a Class IV or separated bikeway) along Willow Road from Bayfront Expressway to Durham Street (where bicycle lanes end). The City was not successful with this grant and received a debrief in February 2023. The City was encouraged to apply in a future round (typically every other year). The ATP grants are incredibly competitive and the California Transportation Commission staff did not flag any significant issues with the City's grant proposal, just a need to strengthen the application as it relates to the grant criteria.

Staff will explore applying to either the next ATP cycle or to other grant sources. One upcoming grant opportunity may be the San Mateo County Transportation Authority Measure A & W Highway Program, which provides funding for multimodal improvements on state routes, including U.S. 101, SR 82 (El Camino Real), SR 114 (Willow Road), and SR 84 (Bayfront Expressway).

In addition to these City-led efforts, the City/County Association of Governments (C/CAG) for San Mateo County has been conducting a Community-based Transportation Plan (CBTP) for southeast San Mateo County for the last several years. Originally started in 2019, this plan was substantially delayed by the pandemic. The CBTP (Attachment D) is intended to provide a local exploration of regional transportation needs and was informed through both a stakeholder group, including City staff, and public engagement including a presentation to the Complete Streets Commission March 10, 2021. C/CAG will be bringing an item to City Council to support the adoption of this plan in the next several months.

### **Impact on City Resources**

There is no impact on City resources.

### **Environmental Review**

This informational update 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. Hyperlink – March 23, 2021, City Council staff report: [menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2021-meetings/agendas/20210323-city-council-agenda-packet.pdf#page=386](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2021-meetings/agendas/20210323-city-council-agenda-packet.pdf#page=386)
- B. Hyperlink – September 21, 2021, City Council staff report:

[menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2021-meetings/agendas/20210921-city-council-agenda-packet.pdf#page=166](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2021-meetings/agendas/20210921-city-council-agenda-packet.pdf#page=166)

C. Adopted Belle Haven traffic calming plan

D. Hyperlink – C/CAG Southwest San Mateo County CBTP: [ccag.ca.gov/wp-content/uploads/2023/03/SoutheastSanMateo\\_CBTP\\_2-9-2023\\_FINAL\\_Optimized\\_FullAppendix.pdf](https://ccag.ca.gov/wp-content/uploads/2023/03/SoutheastSanMateo_CBTP_2-9-2023_FINAL_Optimized_FullAppendix.pdf)

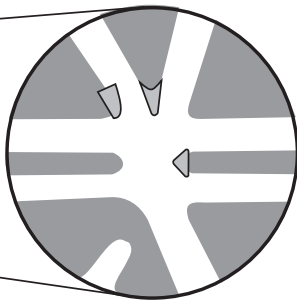
Report prepared by:

Kevin Chen, Senior Transportation Engineer

Report reviewed by:

Hugh Louch, Assistant Public Works Director - Transportation

Belle Haven Neighborhood Traffic Calming Plan



**STAFF REPORT****City Council****Meeting Date:****4/4/2023****Staff Report Number:****23-090-CC****Informational Item:****Belle Haven School redesign update – Ravenswood City School District****Recommendation**

This is an informational item and does not require City Council action. City staff recommends that the City Council review this update related to Ravenswood City School District's (District) proposed redesign of the Belle Haven School, including a proposed configuration of interim classrooms (portables) on the field and tennis court area during project construction (Attachments A, B and C.)

**Policy Issues**

City Council sets policy and goals and provides direction to staff regarding municipal projects and services to the Menlo Park community; and authorizes joint-use agreements between the City and external agencies.

**Background**

Belle Haven School is owned and operated by District. The school is centrally located in the Belle Haven neighborhood at 415 Ivy Drive, and includes approximately 1.6 acres of green space with a field, walking path, youth baseball diamond and tennis court which are accessible to the public when not in use by the school.

The City of Menlo Park (City) and District jointly maintain and share access to the Belle Haven School's field area through a joint-use agreement executed in 2001 (Attachment D.) The agreement's current term is for 25 years, ending the last day of calendar year 2026, then automatically extending from calendar year to calendar year thereafter unless one of the parties gives notice of termination by December 31 of any year, at which point the agreement would terminate at the end of the following calendar year.

On June 7, 2022, District voters approved Measure I to provide capital funding for improvements to District facilities. With the resulting bond proceeds, District has begun the process to design a major renovation of the Belle Haven School campus facilities and field area.

On February 22, District staff provided a presentation to the Parks and Recreation Commission (PRC) of preliminary options to redesign the field area on the north side of the school campus, with the intent to make that area more accessible and beneficial to the Belle Haven neighborhood (Attachment A.) The PRC offered questions and feedback about various elements of the preliminary redesign options including community access to the tennis court, youth baseball field and gymnasium; community engagement in the design process; natural and artificial turf options; water use for irrigation; and the project budget.

On March 14, City Council received an informational update about District's proposed redesign of the Belle Haven School field area, which referenced a January 2024 construction start date. Shortly after this informational update, the District notified staff of the need to install interim classrooms (portables) on the

school field area in summer 2023 to provide for a January 2024 construction start date. The following section provides additional background and updates.

## **Analysis**

### Project website and timeline

District has created a project website about the Belle Haven School redesign project that includes background documents, preliminary design plans, community engagement opportunities and project timeline information (Attachment A.) District's current project timeline is to install interim classrooms (portables) on the school field area in summer 2023, begin construction on school building renovations in January 2024, complete the school building renovations in summer 2025, and begin construction on renovations to the field area as soon as possible after the school building renovations are completed.

### Interim classrooms (portables) on school field area

Community feedback led the District to minimize the construction duration. To accommodate the shortest possible construction duration, District is planning to temporarily relocate all student instruction to interim classrooms (portables) on the school field area (Attachment B.) To minimize disruption to instruction during the school year, District is proposing setting up the interim classrooms during summer 2023 and keeping them in place until summer 2025. During that time, the field area and tennis court would not be accessible. After the school construction is complete and students move back into the permanent classrooms, District plans to begin improvements on the field area as soon as possible. District has prepared and is in the process of mailing a letter to Belle Haven neighborhood households describing the construction project's features and proposed timeline (Attachment C.)

### Potential amendment to the joint-use agreement

City and District staff are working together to develop a draft amendment to the joint-use agreement (Attachment D) for City Council and District board of education review and authorization. The amendment would suspend certain agreement terms during the construction period when the field area is not accessible to the City, for example by suspending the City's contributions to the costs of maintenance to and water for irrigating the field area. Other elements of the agreement would remain in effect, such as the City's access to and maintenance of the public access "tot lot" playground area at the corner of Ivy Drive and Chilco Street. City staff anticipates presenting a draft amendment to City Council for review and authorization April 25, and to District's board of education April 27.

## **Impact on City Resources**

There is no impact on City resources.

## **Environmental Review**

This informational report 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. In addition, District has provided and is planning several opportunities for community input to the design process, including the PRC presentation February 22, in-person community



workshops at Belle Haven School April 19 and July 6, a virtual workshop June 15, and a follow-up in-person presentation to the PRC tentatively June 28. District also has prepared and is in the process of mailing a letter to Belle Haven neighborhood households describing the construction project's features and timeline.

### **Attachments**

- A. February 22 District presentation to PRC – Belle Haven School redesign
- B. Proposed locations of interim (portable) classrooms during construction
- C. District letter to Belle Haven households
- D. Joint use agreement
- E. Hyperlink – District's Belle Haven School redesign webpage: [ravenswoodschools.org/Choose-Ravenswood/Facilities/Belle-Haven-Redesign](https://ravenswoodschools.org/Choose-Ravenswood/Facilities/Belle-Haven-Redesign)

Report prepared by:  
Sean S. Reinhart, Library and Community Services Director



# Belle Haven Elementary Reimagined

February 22<sup>nd</sup>, 2023  
City of Menlo Park - Parks and Recreation Commission

- We are working on the design for a \$50m reimagined Belle Haven, the first major campus upgrade since the 1960s.
- The initial design calls for six new classrooms, modernizing 18 classrooms, a new student supports building, a new full sized gym, and a new playground.
- The focus of today is the possibility to consider possible changes to the field to the north of the school to make that space even more accessible and beneficial to the Belle Haven community.
- We are planning on renovating the school classrooms beginning January 2024 and would not begin major work on the field area until Summer of 2026. During construction the field is (likely) to be needed as swing space.

## Current Site

There are a number of issues with our current site that we are hoping to address with our revised design



### **Issues we've heard from the community**

- It is difficult to access the field. There is no clear community entrance to the field and no designated seating on the field.
- Relatively limited shade on the field (and none on the blacktop).
- A slightly awkward overlap between the baseball field and tennis courts, and an unusually shaped field.
- A field that uses over millions of gallons of water annually.
- The current gym is located far from the community entrance to the field and is under-sized. Accessing the gym also gives access the core campus.
- Publicly inaccessible black-top space behind the school.

# Preliminary Campus Design

Our proposed initial design addresses many of the issues that we've heard with the site



Focus of today's conversation



## Preliminary Campus Design

We are not presenting final designs – more options for conversation

- While the campus designs are settling into place, the designs for the field are in earlier stages
- The goal of these designs is to show pieces in place without focusing on the many aspects that will come in the final design (such as additional trees)
- This area is the last to be built; while we need to submit some preliminary designs with the campus, we will have significantly more time to finalize the design for this space



## Preliminary Campus Design: Option 1

Our initial plan called for a new gym, additional parking, a community picnic area, a renovated turf field, a bio-swale divisor

Community picnic and recreation area with lots of trees

On site parking lot – not shown is the solar panels and publicly accessible EV chargers we plan on adding

New full size basketball gym with a community entrance (to the north) and a school entrance (to the south)



Expand the field by removing an older play structure

New play area (brown) and PV structure (yellow)

Newer basketball courts, a mini-pitch, and greenspace

## Preliminary Campus Design: Option 2

An alternative design could keep the tennis court and the tennis court

Keep the tennis court...

... shrink the parking lot

Keep a small  
baseball field



## Preliminary Campus Design: Option 2

A third alternative design could add a community benefit building (e.g. a health clinic) on the northwest corner

Add a community benefit space (lose or relocate the picnic grove)



The building could utilize a mid-sized parking lot

## Next Steps

Until construction begins of the field (and classrooms) begins in January of 2024, we can continue to tweak the designs

### Timeline

- 2/23 - Board approves sequencing plan
- Early March - Submit initial design to DSA
- January, 2024 – Begin school site construction
- Summer, 2026 – Conclude building construction, begin work on black top and fields
- Fall-Summer, 2026-27 – Work on fields blacktop

### Ways to Get Involved

- Learn more on our website: <http://www.ravenswoodschools.org/Choose-Ravenswood/Facilities/Belle-Haven-Redesign>
- Join one of our three upcoming in-person and online community events
- Join us at tri-weekly in-person office hours
- Give feedback through our (anonymous) on-line form
- Come to one of our bi-weekly board meetings at 2120 Euclid (this project is discussed there monthly)
- We'll be back at the Parks Commission this Spring
- Email Will to set-up a time to talk through the project or timeline

*We've also done one Belle Haven-wide mailer and plan on doing another one – the project has also been covered in multiple newspaper articles*





RAVENSWOOD CITY  
BELLE HAVEN ES INTERIM CLASSROOMS

OPT2





2120 Euclid Ave.  
East Palo Alto, CA 94303  
p: (650) 329-2800  
f: (650) 323-1072  
www.ravenswoodschools.org  
@RavenswoodCSD



Dear Neighbors -

We continue to work on our \$50m set of renovations to Belle Haven Elementary School, the first and largest Measure I funded project. The project includes building **seven brand new classrooms and modernizing eighteen existing ones**. We are also attempting to add more spaces for the community. This includes a **new publicly accessible gym** on the west of the campus, a **reconfigured blacktop, a new playground**, and **renovated fields** on the campus. Across the site there will be significantly more trees, shade, and new green spaces.

Based on community feedback, we have identified three options for the field to the north of the campus (each of which includes an expanded soccer field):

- 1) Community picnic grove with full sized parking;
- 2) Existing tennis court with partial parking;
- 3) Community health clinic with mid-sized parking.

These options and the site overall plan are depicted on the back page. If you are interested in joining the vote on one of the options, please visit our website (<https://tinyurl.com/BHredesign>) or scan the QR code above.

We expect that **major site construction will begin as early as January 2024 and run for ~18 months**. There will be a few additional months needed for work on the fields and blacktop. Construction will be contained entirely on the site, although there will be greater levels of construction traffic and disruption during that period.

Community feedback led us to try to make the **construction duration as short as possible**. To accommodate that, **we are moving the entire school to temporary classrooms on the field**. To minimize disruption to the school, we are proposing setting the classrooms up this summer and keeping the temporary classrooms in place until the summer of 2025. During that time, the field and the tennis courts will not be accessible. Once students are able to move back into classrooms, we will begin improvements on the field as soon as possible.

We encourage you to learn more about the design, construction schedule, and to provide feedback on our field options. **Visit our website to learn more about the project and opportunities to join online and in-person info sessions, or to give direct feedback on the plan.**

All the best,

Gina Sudaria  
Ravenswood City School District Superintendent  
[gsudaria@ravenswoodschools.org](mailto:gsudaria@ravenswoodschools.org)



**Belle Haven Elementary Site Layout**



**Belle Haven Elementary Field Options**

*Option 1*

Picnic grove with full parking

*Option 2*

Tennis with partial parking

*Option 3*

Community health clinic.





Estimados Vecinos -

Continuamos trabajando en nuestro conjunto de renovaciones de \$50m a la Escuela Primaria Belle Haven, el primer proyecto y el más grande de la Medida 1. El proyecto incluye la construcción de **siete nuevas aulas y la modernización de dieciocho existentes**. También estamos intentando agregar más espacios para la comunidad. Esto incluye un **nuevo gimnasio de accesible al público** en el oeste del campus, un **pavimento reconfigurado, un nuevo patio de recreo y canchas renovadas en el campus**. En todo el sitio habrá significativamente más árboles, sombra y nuevos espacios verdes.

En base a los comentarios de la comunidad, hemos identificado tres opciones para la cancha al norte del campus (cada uno de los cuales incluye un campo de fútbol ampliado):

- 1) Picnic comunitario con estacionamiento de tamaño completo;
- 2) Cancha de tenis existente con estacionamiento parcial
- 3) Clínica de salud comunitaria.

Estas opciones y el plan general del sitio se muestran en la página posterior. Si está interesado en unirse a la votación sobre una de las opciones, visite nuestro sitio web (<https://tinyurl.com/BHredesign>) o escanee el código QR de arriba.

Esperamos que **la construcción de sitios importantes comience en Enero de 2024 y se prolongue durante ~18 meses**. Habrá algunos meses adicionales necesarios para el trabajo en los campos y pavimento. La construcción estará contenida completamente en el sitio, aunque habrá mayores niveles de tráfico de construcción y perturbación durante ese período.

Los comentarios de la comunidad nos llevaron a tratar de hacer la **duración de la construcción lo más corta posible**. Para acomodar eso, **estamos trasladando toda la escuela a aulas temporales en el campo**. Para minimizar la interrupción en la escuela, proponemos establecer las aulas este verano y mantener las aulas temporales en su lugar hasta el verano de 2025. Durante ese tiempo, el campo y las canchas de tenis no serán accesibles. Una vez que los estudiantes puedan regresar a las aulas, comenzaremos las mejoras en la cancha lo antes posible.

Le animamos a que aprenda más sobre el diseño, el calendario de construcción y que proporcione comentarios sobre nuestras opciones de campo. **Visite nuestra página web para obtener más información sobre el proyecto y las oportunidades para unirse a sesiones de información en línea y en persona, o para dar comentarios directos sobre el plan.**

Mejores Deseos,

Gina Sudaria  
Superintendente del Distrito Escolar de Ravenswood  
[gsudaria@ravenswoodschools.org](mailto:gsudaria@ravenswoodschools.org)



**Escuela Primaria Belle Haven Plano del Sitio**



**Escuela Primaria Belle Haven Opciones de campo**

*Opción 1*

*Picnic comunitario con estacionamiento de tamaño completo.*

*Opción 2*

*Cancha de tenis existente con estacionamiento parcial.*

*Opción 3*

*Clínica de salud comunitaria.*



**BELLE HAVEN SCHOOL  
JOINT USE AGREEMENT**

THIS AGREEMENT made and entered into this 11<sup>th</sup> day of December , 2001, by and between the Ravenswood School District ("District"), the City of Menlo Park ("City") and the Community Development Agency of the City of Menlo Park ("CDA") upon the following terms and conditions:

**RECITALS**

WHEREAS, Section 10902 of the California Education Code authorizes public agencies to enter into agreements for the purpose of organizing, promoting and conducting programs of community recreation; and

WHEREAS, Section 10910 of the California Education Code provides that the governing body of any school district may use or grant the use of any of the buildings or grounds of the school district to any other public authority for the organizing, promoting and conducting of community recreation; and

WHEREAS, the governing bodies of the above-named public authorities have jurisdiction over the same territory, which includes the authority to organize, promote and conduct community recreation programs; and

WHEREAS, it is to the advantage of the City for the City to use the District facilities and to the advantage of the District for the City to maintain District facilities; and

WHEREAS, the District and the City promote the joint use of recreation facilities; and

WHEREAS, the District and the City agree to work together to look for other opportunities to partner in the promotion of maximizing recreational programs for the benefit of the community; and

WHEREAS, at the Belle Haven School ("Site") there currently exists improvements, as more particularly shown in Exhibit A, hereto ("Existing Improvements"); and

WHEREAS the parties desire to upgrade the Existing Improvements and other portions of the Site by removing the existing baseball field and building a tennis court in its place, laying new sod, installing a new irrigation system for the new sod, constructing a new baseball field soccer field, a learning garden with outdoor classrooms, a play area, relocating three (3) basketball courts, and doing landscaping improvements throughout the Site, all as more particularly shown in Exhibit B, hereto ("Future Improvements"); and

WHEREAS, CDA has agreed to pay for the Future Improvements, as more particularly set forth below; and

WHEREAS, the City warrants that the CDA has the authority to and the City warrants that the CDA will carry out its obligations under this Agreement; and

WHEREAS, the parties agree and the District therefore determines that this Agreement will not interfere with the educational program or activities of any school or class conducted upon the real property or in any building subject to this Agreement; and

WHEREAS, the parties to this Agreement agree to take all reasonable precautions to prevent disruption to the community and safety risks to children in connection with this Agreement and the District therefore determines that this Agreement will neither unduly disrupt the residents in the surrounding neighborhood nor jeopardize the safety of the children of the school district.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **FUTURE IMPROVEMENTS.** Contingent upon Board of the CDA approving a contract for construction, the CDA shall construct the Future Improvements at the Site as generally shown on attached Exhibit B, at the cost and expense of the CDA.

1.1 The CDA shall pay up to One Million Five Hundred Thousand Dollars (\$1,500,000.00) toward the construction of the Future Improvements, which shall include all soft costs including, but not limited to costs for project management, professional services, construction permits, etc.

1.2 The City and/or the CDA shall have the sole control of the construction of the Future Improvements, including, but not limited to, the bidding process, the negotiation and award of related contracts, and the supervision of contracted work. The CDA shall indemnify and hold the District harmless from any liability and injury to any person or property that arises during construction of the Future Improvements, including, but not limited to, any and all construction claims associated with the construction of the Future Improvements (e.g., contractor claims, overrun costs, etc.).

1.3 All construction work contemplated in connection with this Agreement shall be completed in compliance with all applicable City, County, State, and Federal laws, rules and regulations, for which compliance the CDA is solely responsible.

1.4 CDA shall use its best efforts to obtain bids, commence construction, and complete the Future Improvements within a reasonable period of time. During construction, the CDA may make changes to the Future Improvements at its sole discretion, subject to consultation with the District, in order to meet budgetary concerns, so long as said changes total an amount less than or equal to the cost of fifteen (15) percent of the cost of the Future Improvements. If any proposed changes are substantial, i.e., if



they total an amount greater than fifteen (15) percent of the cost of the Future Improvements, the CDA may make such changes only if the District agrees to the changes in writing. It is the intent of the District and the CDA to relocate the basketball courts, lay the sod and the new irrigation system for the baseball field and soccer field and construct the tennis court and tot lot prior to the other future improvements in order to meet the budget.

- 1.5 The CDA may construct the Future Improvements while school is in session. If work is constructed while school is in session, the construction shall be phased in order to reduce any inconvenience and avoid any danger to the Site. Upon completion of all the Future Improvements contemplated by this Agreement, such Future Improvements as so constructed shall become and remain the property of the District free of any claim thereon by the City and the CDA, except as hereinafter provided.

**2. USE.** The City and District shall have joint use of the tennis court, baseball field, soccer field and tot lot which shall be fenced and referred to as the "Use Area", and in connection therewith, the parties agree that the Use Area shall be used as follows:

- 2.1 Use Area: Exclusive Use. The District shall have exclusive control of the Use Area (excluding the tot lot) during "Normal School Hours," which are currently Mondays through Fridays from 8:00 a.m. to 3:30 p.m. The District will notify the City one year in advance of any change in the Normal School Hours during the course of this Agreement. The City shall have exclusive control of the Use Area for scheduled league events during the weekends, holidays and after normal school hours, and any other times during which school is not in session.
- 2.2 Use Area: Joint Use. The City and the District shall have joint use of the Use Area during all weekends, holidays, after normal school

hours, and any other times during which school is not in session throughout the school year and when there are no City scheduled league events. The area shown as the tot lot shall be available for joint use by both the District and the City at all times.

- 2.3 Cooperation and Communication on Scheduling. It is the intent of the District and the City to avoid scheduling conflicts, to promote the widest reasonable range of usage of the Use Area by all the school children and citizens of the community, and to permit each party access to the Use Area when not in use by the other parties. To that end, the parties shall cooperate in good faith in scheduling events for the Use Area and on communicating the various needs and desires of the respective parties for the use of the Use Area.
- 2.4 The parties agree that during the times in which they are making and coordinating their respective schedules during the time they have joint use of the Use Area, the activities for children on District property will be given priority over programs for adults.

### **3. MAINTAINANCE; COSTS.**

- 3.1 The District and the City shall each be responsible for fifty (50) percent of all costs associated with providing water for irrigation to the Use Area, as improved by the Future Improvements. In the event the City declares that water rationing is required, the District shall only be responsible for payment of fifty (50) percent of the water usage for the allocated water amounts as set by the City.
- 3.2 The City shall, at its sole expense, provide regularly scheduled maintenance of the baseball field, soccer field, tennis court and tot lot, as improved by the Future Improvements, and keep the same in as good an order, condition and repair as when constructed, reasonable wear and tear excepted. Both the District and the City shall assume shared clean up responsibilities in connection with their use of the Future Improvements and land subject to this Agreement. Costs for repair over and above normal maintenance

shall be appropriated to the responsible agency at the time the damage occurred.

- 3.3 The City shall, at its sole expense, provide regularly scheduled maintenance of the Play Area/Tot Lot within the fenced area, as improved by the Future Improvements, and keep the same in as good an order, condition and repair as when constructed, reasonable wear and tear excepted.
- 3.4 The District shall, at its sole expense, provide regularly scheduled maintenance of the asphalted areas, learning garden, and landscaping in and around the Site and keep the same in as good an order, condition and repair as when constructed, reasonable wear and tear excepted.

#### **4. MISCELLANEOUS.**

- 4.1 The District shall maintain, at its sole expense, fire and property damage insurance on the Future Improvements in an amount not less than the replacement cost value. Said insurance shall be evaluated as per the District's normal schedule to determine if there should be a change in the amount of coverage. The District shall promptly repair, restore and replace all or any portion of the Future Improvements destroyed or damaged by fire or other catastrophe. The proceeds from said insurance shall be used for said purposes, but if the proceeds are insufficient to repair, restore or replace the Future Improvements to a condition substantially the same as when first constructed, then the District and the City (and/or the CDA) shall each bear one-half of the difference between the insurance proceeds and the cost of the necessary repair, restoration or replacement of the Improvements within the Use Area.
- 4.2 (a) The District shall indemnify, defend and hold the City harmless from any injury to any person which occurs as a result of the negligence of the District, its officers, employees or agents in the performance of this Agreement. (b) The City shall indemnify, defend and hold District, its officers, employees and agents,

harmless from any and all loss, damage or injury to any person or property which occurs as a result of the negligence of the City, its officers, employees or agents in the performance of this Agreement. (c) The CDA shall indemnify, defend and hold the District, its officers, employees, and agents harmless from any and all loss, damage, or injury to any person or property which occurs as a result of the negligence of the Agency, its officers, employees or agents in the performance of this Agreement. (d) In the event of concurrent negligence, liability for any claims, suits, or actions arising out of this Agreement shall be apportioned between the Parties under the established California rules of comparative negligence.

- 4.3 City's right to use the Use Area under this Agreement shall extend for a period of twenty five (25) years, beginning on the date the Agreement is executed and ending on the last day of calendar year 2026. This Agreement shall automatically extend from calendar year to calendar year thereafter unless the party(ies) give(s) notice to the other party(ies) of the termination this Agreement by December 31 of any year, at which point the Agreement will be terminated at the end of the following calendar year.
- 4.4 All of the provisions of this Agreement shall extend to, be binding upon, and inure to the benefit of the successors, assigns, and successors-in-interest of the parties hereto.
- 4.5 If any term, covenant, condition, restriction or reservation in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 4.6 This Agreement may be amended, modified or terminated at any time only by the mutual consent in writing of the parties hereto.
- 4.7 The aforementioned indemnity provisions shall survive the termination of this Agreement. Each party shall maintain all

insurance coverage necessary to enable it to fulfill the indemnity provisions herein.

- 4.8 Waiver. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision unless such party acknowledges, in writing, that it is waiving that provision.
- 4.9 Prohibited activities on District property. (a) Prohibitions. No alcohol, smoking, drugs, or dogs or other animals (other than seeing eye dogs), shall be permitted upon or within any of the District property covered by this Agreement while the property is being used by the City, or during the course of any activities or programs sponsored by the City. The City shall also make reasonable efforts to have these prohibitions observed by members of the general public, and will, at the request of the District or at its own initiation, adopt suitable ordinances if such action is deemed necessary and appropriate for enforcement purposes. (b) Excessive use. The City will limit or restrict the activities under its own control to avoid undue stress or damage to the District property covered by this Agreement.
- 4.10 Notices. Any notices given to the other party under this Agreement shall be in writing and shall be either personally delivered to the other party or sent by certified mail, return receipt requested, addressed to the other party as follows:

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

To the District:       Ravenswood City School District  
                                Attention: Superintendent  
                                2160 Euclid Avenue  
                                East Palo Alto, CA 94303

IN WITNESS WHEREOF District, City and CDA have caused this Agreement to be executed by their duly authorized officials as of the day and year first above written.

**District: Ravenswood School District**

Date: 12/7/01

By: *Mark McElhannon*

Its: Chief Business Officer

Attest: *[Signature]*

**City: City of Menlo Park**

Date: 12-17-01

By: *[Signature]*

Its: City Manager

Attest: *Susan G. Ramms*

**CDA: Community Development Agency  
of the City of Menlo Park**

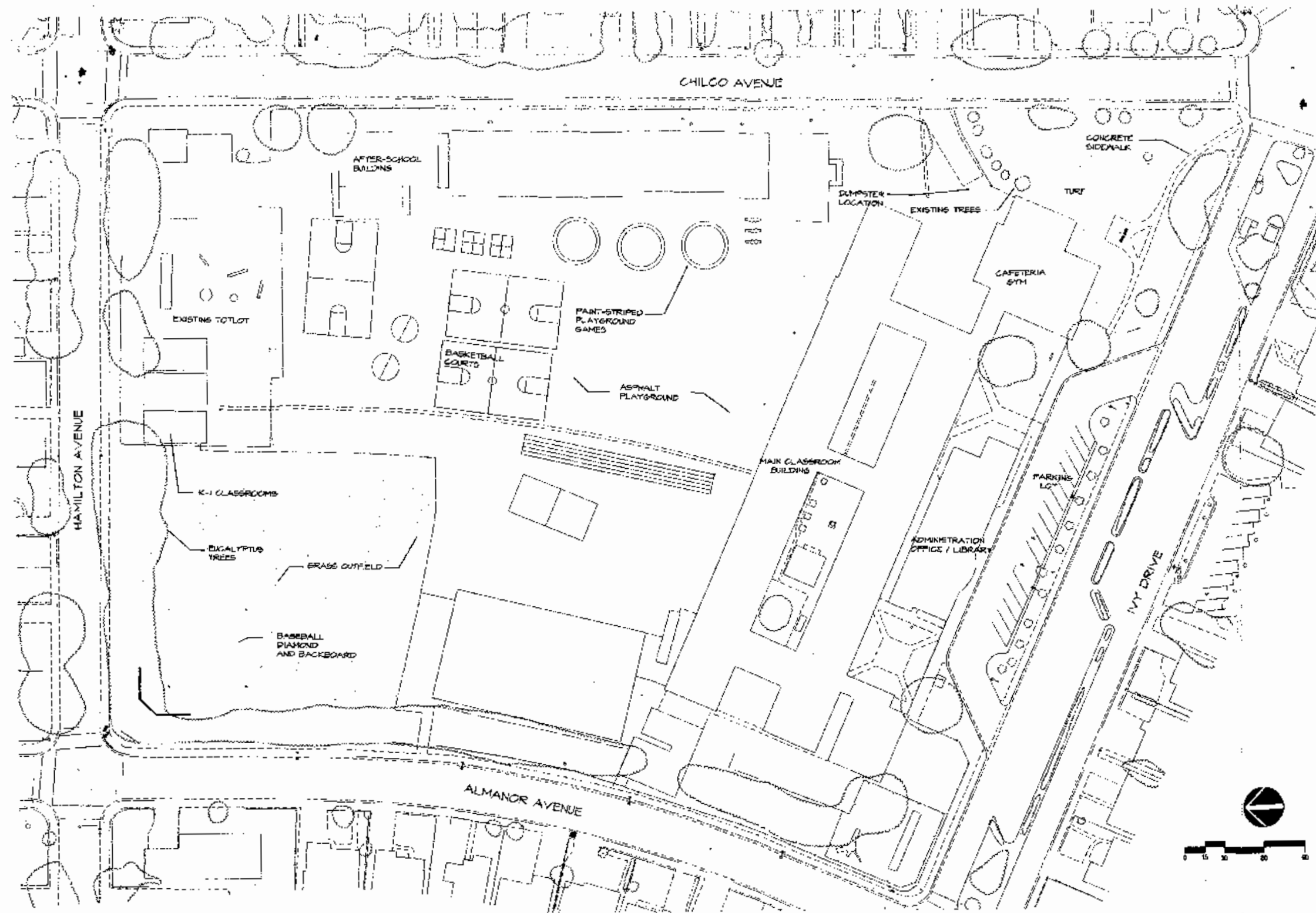
Date: 12-17-01

By: *[Signature]*

Its: Executive Director

Attest: *Susan G. Ramms*





# EXHIBIT A: EXISTING IMPROVEMENTS

DATE: \_\_\_\_\_  
 SCALE: \_\_\_\_\_  
 DRAWN BY: BLW  
 DRAWING NAME: \_\_\_\_\_  
 DESIGNED BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 SURVEYED BY: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
 RICHARD R. HING, DIRECTOR OF ENGINEERING SERVICES  
 CITY OF MENLO PARK  
 DATE: 4/21/00  
 SHEET NO. 1 OF 1



**CITY OF MENLO PARK SUB-CONSULTANT**  
**ENGINEERING DIVISION**  
 701 LAUREL STREET, MENLO PARK, CA 94025-2483  
 PHONE (650) 558-3420 FAX (650) 558-3478

**CONSULTANT**

MELVIN LEE ASSOCIATES, AIA  
 LANDSCAPE ARCHITECTS - PLANNERS  
 1820 PACIFIC AVE. SAN FRANCISCO  
 CALIFORNIA 94115-2544-0508

**BELLE HAVEN SCHOOL**

SHEET 1

OF SHEETS  
 PROJ. NAME  
**BELLEHAVEN SCHOOL**

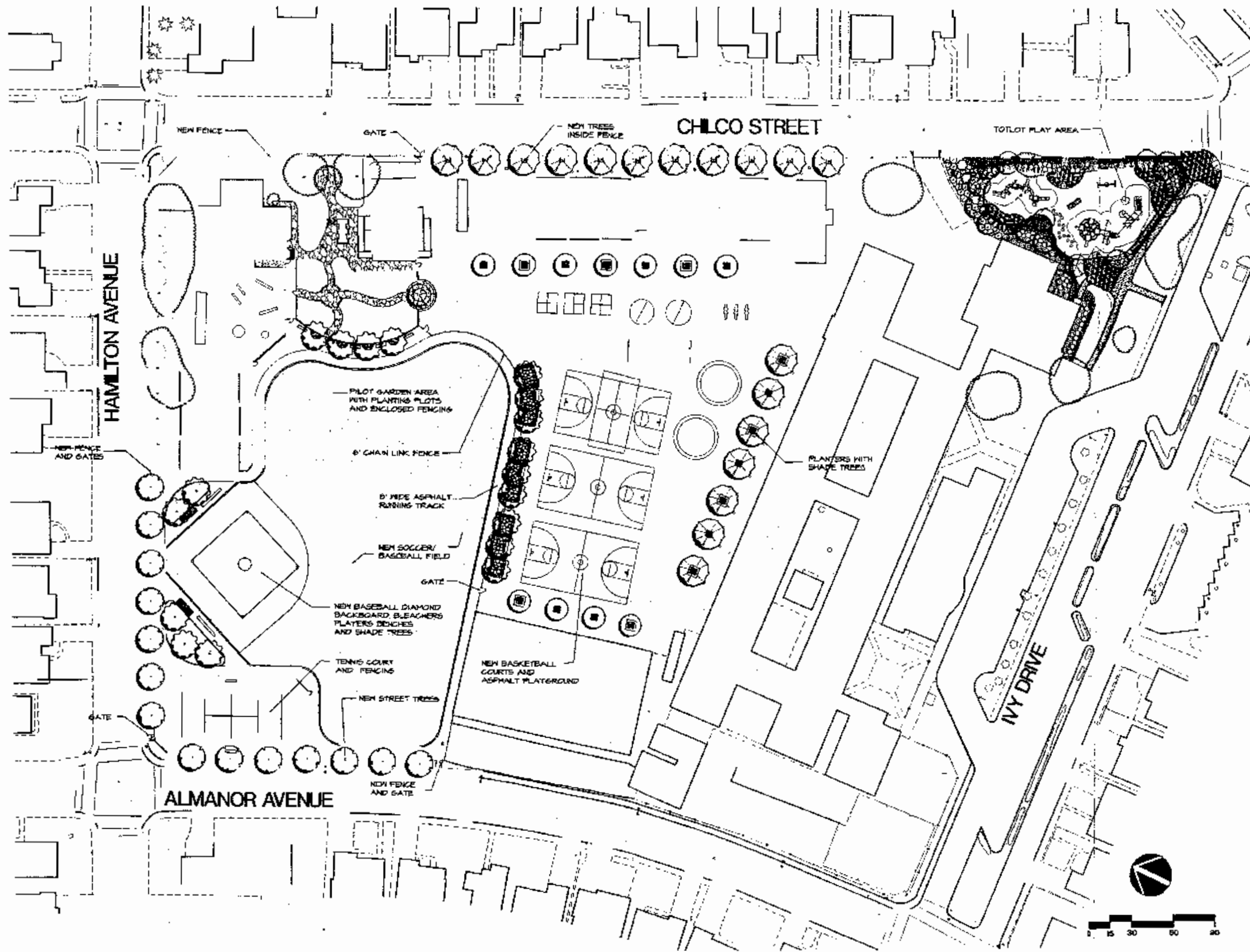


EXHIBIT B: FUTURE IMPROVEMENTS  
**BELLE HAVEN SCHOOL**

City of Menlo Park  
 701 Laurel Street  
 Menlo Park, CA 94025

MELVIN LEE ASSOCIATES, ASLA  
 LANDSCAPE ARCHITECTS, PLANNERS  
 1850 PACIFIC AVE. SAN FRANCISCO  
 CALIFORNIA 94109-2549 (415) 441-9988

Date: 11-06-01



**STAFF REPORT**

**City Council**

**Meeting Date:**

**4/4/2023**

**Staff Report Number:**

**23-093-CC**

**Informational Item:**

**Update on Kelly Park athletic field synthetic turf and track renovation project**

**Recommendation**

No action is requested related to this informational item at this time. City staff recommends that the City Council review this informational update about the proposed Kelly Park athletic field synthetic turf and track renovation project.

**Policy Issues**

City Council provides policy direction to the city manager regarding services to the community; allocates resources to support City services and capital projects; reviews and approves master plans; and sets prioritization for the use of City resources to serve the community.

**Background**

Kelly Park's athletic field and track facility was last renovated in 2010, and features a synthetic turf field, rubberized track and exercise stations. The turf, track, and exercise stations have reached the end of their serviceable life span and need replacement. Funding for the replacement of the facility was included in the five-year capital improvement program for fiscal year 2022-23 and 2023-24.

The Menlo Park Community Campus (MPCC) project adjacent to Kelly Park began construction in 2021 and is scheduled for completion in 2024.

The City has contracted with Callander Associates to provide design plans to remove and replace the Kelly Park athletic field, track, and exercise stations with like features on a timeline to generally coincide with the MPCC opening.

**Analysis**

Scope of work

The scope of work for the proposed project includes removing and replacing the existing synthetic turf and rubberized track. Striping, markings and relocation of fitness stations, and irrigation laterals overlapping the work are also included in the proposed scope of work. Due to the proximity of the new MPCC building, it is recommended to relocate the exercise stations an alternative location along the track, and to remove the underutilized long jump sand pit and replace with infill plantings. The proposed project also includes installation of a new 20-foot-high soccer netting system located on the eastern edge of the field between the soccer goal and the track to protect the MPCC building and outdoor space from misdirected soccer balls.

Attachment A includes illustrations of the proposed project improvements.

### Alternate striping configuration – not recommended

Staff reached out to current field users in fall 2022 for input regarding the proposed field renovations. Representatives from the American Youth Soccer Organization (AYSO) local region 109 proposed to City staff an alternative striping configuration to accommodate their organization's specific needs. (Attachment A, striping option 2.) City staff does not recommend implementing AYSO's proposed striping reconfiguration for several reasons. The proposed alternative striping would yield a slightly larger overall area of striping; however, it also would result in a skewed field in relation to the track and turf layout which creates several challenges. The proposed skewed striping would only provide a four-foot minimum setback from the corner of the field in relation to the track, whereas the current, non-skewed striping would preserve a seven-foot minimum setback from the track. Additionally, irrigation sprinklers would need to be relocated to accommodate the skewed configuration, which would increase the project's cost and would delay the project's completion timeline by approximately three months due to the need to develop additional design modifications.

### Tentative project timeline

The project's tentative timeline targets the completion of construction activities in 2024 to generally coincide with the projected opening of the MPCC.

- April 4 – City Council receive informational report about the project
- May/June - Additional stakeholder outreach including casual park users, MPCC Subcommittee and working group, Parks and Recreation Commission
- July – Design documents finalized
- August – Construction bidding period
- September – City Council award of construction contract
- November – Construction begins
- February 2024 – Construction complete

### **Impact on City Resources**

Based on the design plans developed to date, preliminary project construction costs are estimated at \$1.8 - 2 million, which includes removing and replacing the Kelly Park synthetic turf athletic field, track, and exercise stations with like feature, and related site work. The five-year capital program included \$500,000 for the project in fiscal year 2022-23, and anticipated another \$1.2 million in fiscal year 2023-24 that would be considered as part of the City Council's upcoming budget deliberations.

If the City Council were to direct staff to make substantive modifications to the project, for example by implementing AYSO's proposed alternative striping configuration, or altering the configuration or features of the project, additional funding and/or staff resources would be necessary. City staff will provide updated design plans and cost information to City Council with the award of construction contract tentatively in September 2023.

### **Environmental Review**

The project is categorically exempt under §15301 – Class 1 and §15304 – Class 4 of the California Environmental Quality Act Guidelines. Kelly Park's athletic field, track, and exercise stations are considered exempt because the project involves operation, maintenance, replacement or reconstruction of facilities and minor alterations to land that the state has determined not to have a significant effect on the environment.

**Public Notice**

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

**Attachments**

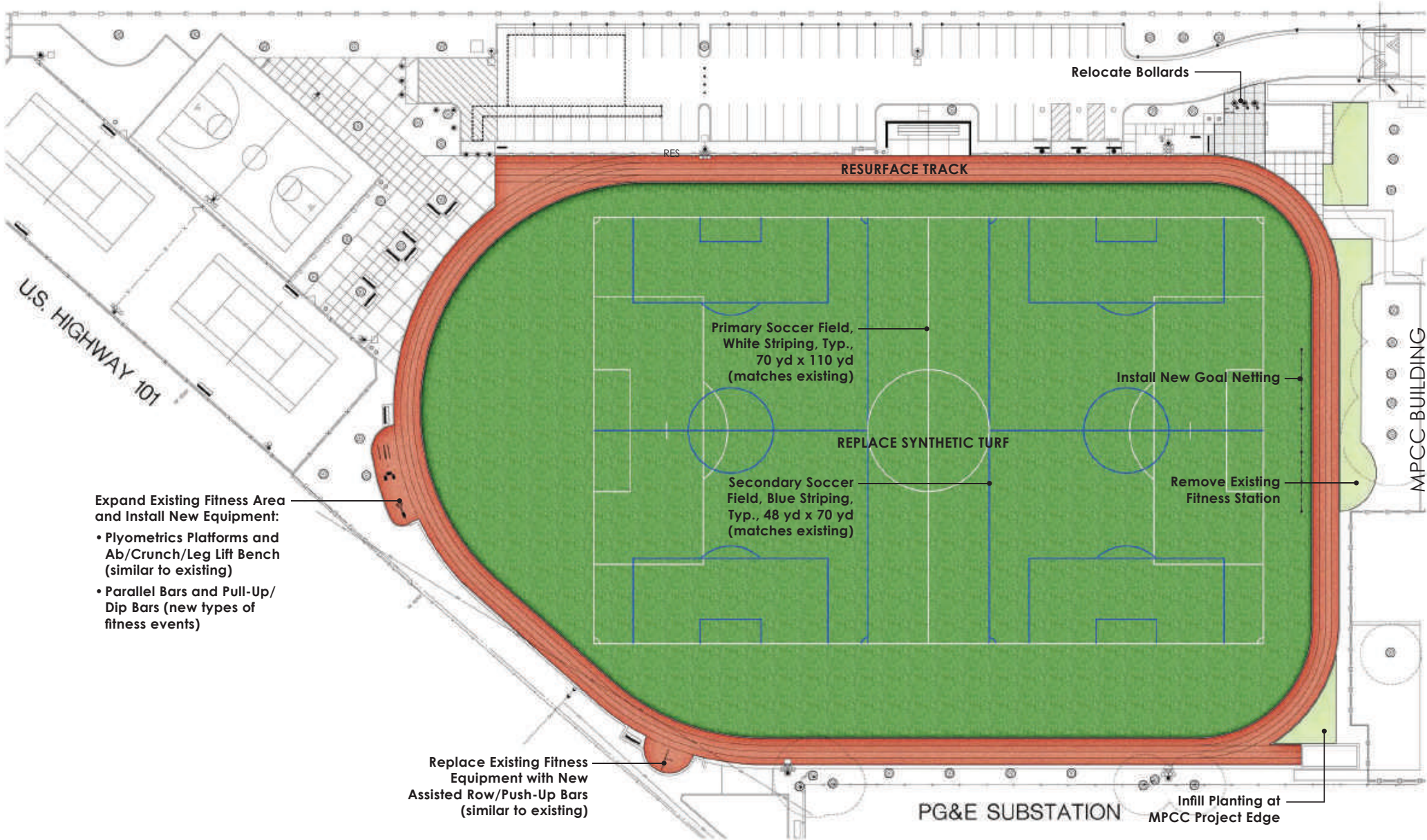
A. Illustrations of proposed project features

Report prepared by:

Mike Owyang, Associate Engineer

Sean S. Reinhart, Library and Community Services Director

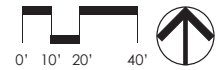




- Expand Existing Fitness Area and Install New Equipment:
- Plyometrics Platforms and Ab/Crunch/Leg Lift Bench (similar to existing)
  - Parallel Bars and Pull-Up/Dip Bars (new types of fitness events)

Replace Existing Fitness Equipment with New Assisted Row/Push-Up Bars (similar to existing)

**PRELIMINARY PLAN - STRIPING OPTION 1 (EXISTING)**  
 KELLY PARK TRACK AND FIELD REPLACEMENT

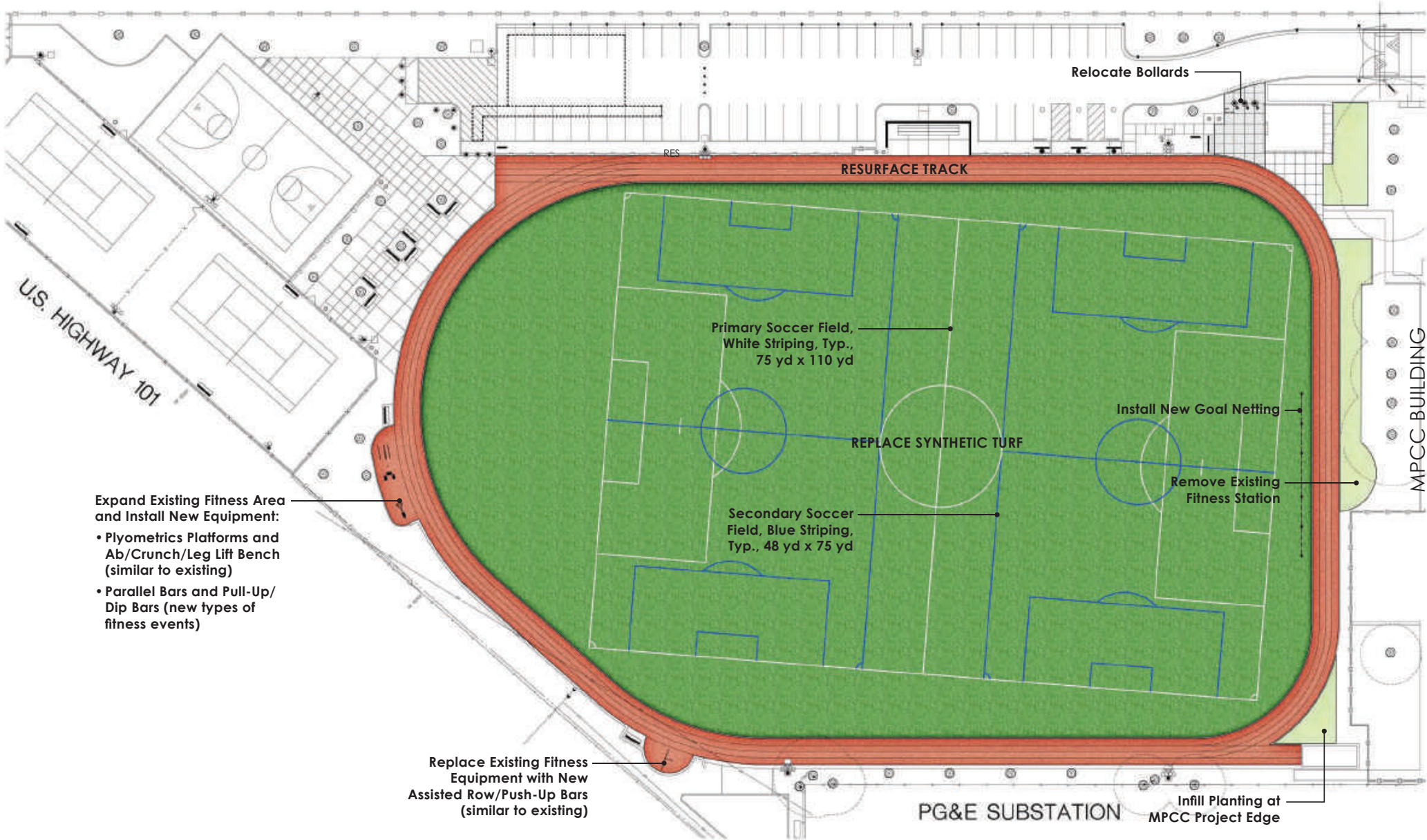


March 22, 2023



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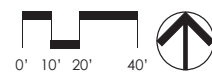
Expand Existing Fitness Area and Install New Equipment:

- Plyometrics Platforms and Ab/Crunch/Leg Lift Bench (similar to existing)
- Parallel Bars and Pull-Up/Dip Bars (new types of fitness events)

Replace Existing Fitness Equipment with New Assisted Row/Push-Up Bars (similar to existing)

## PRELIMINARY PLAN - STRIPING OPTION 2

### KELLY PARK TRACK AND FIELD REPLACEMENT



March 22, 2023

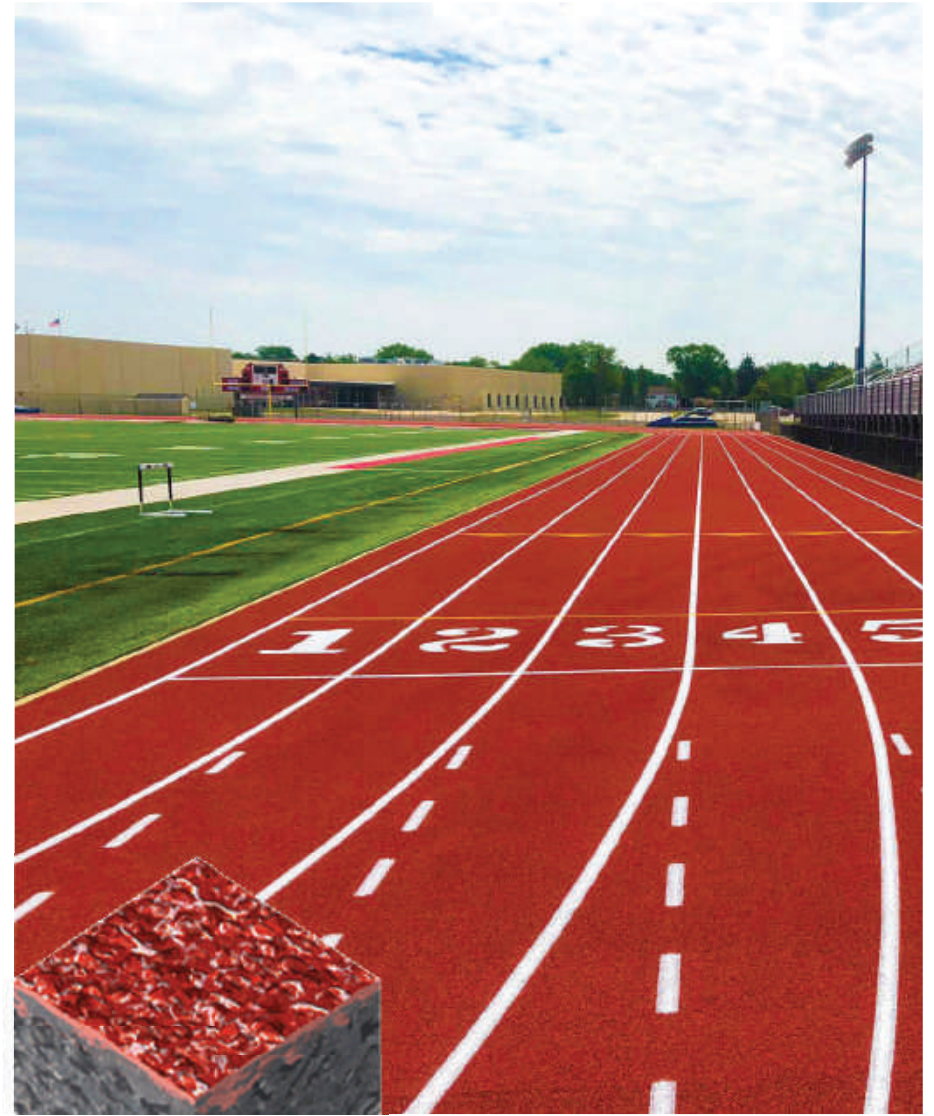


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**SYNTHETIC TURF**  
WITH CORK INFILL



**TRACK SURFACING**  
TOP COAT OVER EXISTING PAVED BASE

**SYNTHETIC TURF AND TRACK SURFACING**  
KELLY PARK TRACK AND FIELD REPLACEMENT

March 22, 2023







**AB CRUNCH / LEG LIFT**



**ASSISTED ROW / PUSH-UP**



**PARALLEL BARS**



**PLYOMETRICS**



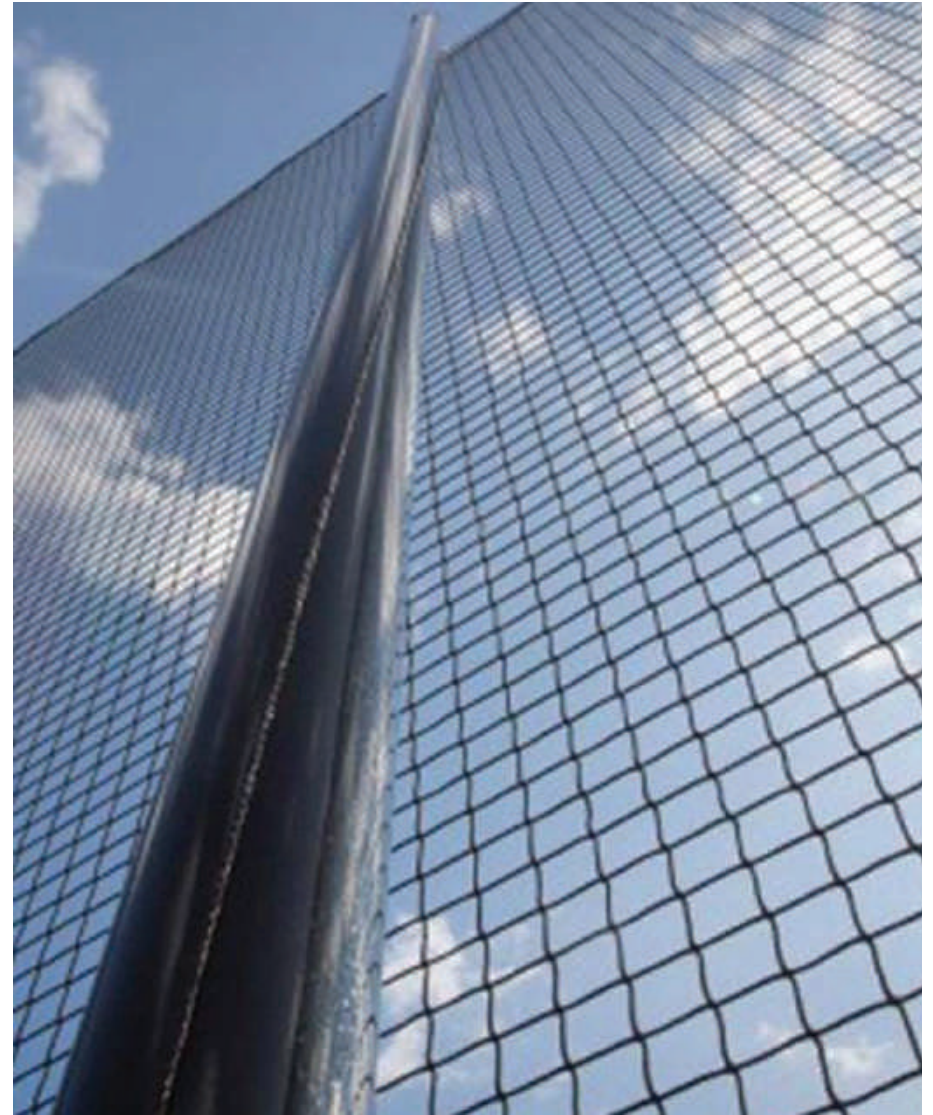
**PULL-UP / DIP**

**FITNESS EQUIPMENT**  
KELLY PARK TRACK AND FIELD REPLACEMENT

March 22, 2023







**GOAL NETTING**  
20 FEET TALL

**SOCCER BALL GOAL NETTING**  
KELLY PARK TRACK AND FIELD REPLACEMENT

March 22, 2023





**STAFF REPORT**

**City Council**

**Meeting Date:**

**4/4/2023**

**Staff Report Number:**

**23-094-CC**

**Informational Item:**

**Update on West Bay encroachment agreement for work near Bedwell Bayfront Park**

**Recommendation**

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

**Policy Issues**

Encroachment permits are issued by the director of public works. §13.18.020 of the City’s Municipal Code states that “No person shall perform any work, construct any facility, make any excavation or fill any excavation, store materials and/or vehicles in or upon any real property in which the City has an interest, whether by title, easement, right of way, license or otherwise, without first obtaining an encroachment permit to do so from the Public Works Director.”

**Background**

On December 6, 2022, City Council authorized the city manager to execute an agreement with West Bay Sanitary District (WBSD) regarding the provision of recycled water service within Menlo Park Municipal Water service area. The delivery of recycled water consists of two primary elements. The first element of the project is the Flow Equalization Recovery Facility (FERFF) Levee Improvements project, which will improve levees around the property to protect the site against 50-year sea level rise projections and remove the interior portions of the site from the Federal Emergency Management Agency (FEMA) 100-year floodplain. The second element consists of building a Recycled Water Facility on this site to serve the Bayfront area of Menlo Park. The City Council received clarification on the project site location selection, environmental impact report (EIR), public engagement of the project, mitigations, cost impacts to the customers of Menlo Park Municipal Water, impacts from construction at Bedwell Bayfront Park, and coordination with other projects and OneShoreline. The City Council discussed providing information and outreach related to project construction in both English and Spanish.

On February 3, 2023, WBSD contacted the City of Menlo Park to execute an encroachment permit agreement for the WBSD FERFF Improvements at Bedwell Bayfront Park. The project location is shown on Attachment A. WBSD intends to increase levee elevations along its boundaries with the Bay with a proposed ecotone levee and sheet piling. In doing so, WBSD will raise the grade at the vehicular entrance of the FERFF located to the southwest of the property and at the trail northeast of the property at Bedwell Bayfront Park. The improvements include sheet piles, grading and drainage within City property.

WBSD’s permit from the Bay Conservation and Development Commission (BCDC) is anticipated to be considered April 6. Recent storms have also resulted in damage to the existing levees surrounding the FERFF, so obtaining permits and advancing construction is extremely time sensitive to protect the levees from further erosion and the facility from future flooding and sea level rise.

## Analysis

WBSD is proposing to place approximately 3,700 linear feet of shoreline protection around the existing FERRF. The proposed shoreline protection project involves installing sheetpile walls around the entire facility and raising the grade of the perimeter berms by approximately 5 feet, in order to remove the site from the current 100-year flood zone and protect it against future sea level rise. In addition, the proposed project includes placing bay fill for nature-based shoreline protection elements, including (1) constructing an ecotone levee along the northern perimeter and over approximately 1.12 acres of existing tidal habitats, and (2) installing oyster reef structures on the mudflats near the northernmost point of the project site. To offset impacts to existing habitats, the proposed project will also setback a portion of the northern perimeter levee to create 0.65 acres of new tidal marsh habitat. The ecotone levee is intended to provide migration space for the tidal marsh habitats as sea level rises. The project includes installation of new public access amenities - one bench and an interpretive sign – at the adjacent Bedwell Bayfront Park to create an overlook area of the Bay. WBSD intends to construct drainage improvements that include a swale and twin storm drain 18-inch diameter piping. The drainage system will be installed to capture run off from the trail and be conveyed through the raised grade and outfall to Westpoint Slough to the north.

To construct the proposed improvements within the City property, WBSD must apply for an encroachment permit and execute an encroachment permit agreement. The encroachment permit agreement (Attachment B) will grant WBSD the right to install and maintain the proposed improvements in the encroachment area. The encroachment permit and agreement are issued and enforced by the public works director. The agreement also requires coordination and outreach to address any potential construction issues on the park users, including a temporary detour for a portion of the perimeter trail during some stages of construction (see Attachment A). Per the City Council request December 6, WBSD plans to conduct outreach with materials in English and Spanish regarding construction activity. Project-specific conditions for work hours, requirements for truck haul routes, and notifications will be required of WBSD as conditions of the encroachment permit.

## Impact on City Resources

WBSD is required to pay encroachment permit review fees, which cover the staff time associated with reviewing the project and issuing the permit and encroachment agreement.

## Environmental Review

This informational update 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.

On December 18, 2020, WBSD filed a Notice of Availability of the FERRF Levee Improvements and Bayfront RWF draft EIR for public review and comment; the draft EIR covers the first phase of improvements (the levee improvements and Bayfront RWF and related pipelines.) The comment period ended February 1, 2021. Comments were received, addressed, and the EIR was certified May 12, 2021. The construction of the Bayfront RWF facility was appropriately studied and there have been no changes to the project or its circumstances, or new information available, which would trigger a requirement for a subsequent EIR under CEQA Guidelines §15162. Accordingly, no further CEQA documentation is warranted.



**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. Project location
- B. Encroachment permit agreement

Report prepared by:  
Edress Rangeen, Associate Engineer

Report reviewed by:  
Ebby Sohrabi, Senior Civil Engineer  
Tanisha Werner, Assistant Public Works Director - Engineering



**NOTES**

1. Contractor can open up access in the construction zones when there area is safe for pedestrians and there are no active construction activities. Flaggers to direct traffic when site is active.

**LEGEND**

- Construction Zone within Park
- Restricted Access (Private Property)
- Alternative Route Path of Travel



Proposed Public Access to Shoreline During Construction

FIGURE

1

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

The undersigned declares this instrument to be exempt from Recording Fees (Govt. Code § 27383) and Documentary Transfer Tax (Rev. & Tax. Code §11922).

(Space above this line reserved for Recorder's use only)

**ENCROACHMENT MAINTENANCE AGREEMENT FOR INSTALLATION OF PRIVATE IMPROVEMENTS WITHIN PUBLIC RIGHT OF WAY**

THIS ENCROACHMENT MAINTENANCE AGREEMENT, dated this \_\_\_ day of April, **2023**, issued by the City of Menlo Park, a municipal corporation, hereinafter referred to as "City", to **West Bay Sanitary District**, fee title owner(s) (the "Permittee") of the real property commonly known as **Bedwell Bayfront Park**, Menlo Park, CA 94025 for the use of, maintenance, and repair of the West Bay Sanitary District Levee surrounding the Flow Equalization and Resource Recovery Facility (FERFF), as more particularly detailed in **Exhibit A** (the "Facility"), within the public right-of-way (the "ROW") in the City of Menlo Park.

**RECITALS**

WHEREAS, Permittee is proposing to install the Facility within City ROW, as depicted on **Exhibit B** (the "Encroachment Area"), and incorporated into this Encroachment Maintenance Agreement and the associated Encroachment Permit; and

WHEREAS, the Facility has been reviewed, and meets the satisfaction of, all necessary City Departments including approval from the Director of Public Works as set forth in Menlo Park Municipal Code Chapter 13.18; and

WHEREAS, as a result of the foregoing, the City is issuing an Encroachment Permit addressing the liability, and maintenance of said Facility prior to the commencement of its construction as required pursuant to Chapter 13.18 of the Menlo Park Municipal Code.

**CONDITIONS OF AGREEMENT**

1. Limited Grant of Right to Use of Right of Way. Subject to the terms and conditions of this agreement, Permittee is granted a right to maintain the Facility in the Encroachment Area. Permittee shall not perform any work, construct any facility, make any excavation or fill any excavation, store materials and/or vehicles in the public right of way, except for the Facility, which shall be constructed and maintained in accordance with the plans and specifications

set forth in Exhibit A. Such work shall be performed only in the Encroachment Area as set forth in Exhibit B. The rights granted herein shall be deemed non-exclusive and revocable by City, and the City reserves the right to enter and continued use of the Encroachment Area for any public purposes.

As a material condition to this agreement, Permittee acknowledges title to the Encroachment Area shall at all times remain with the City and waives all right to contest that title.

As a condition precedent to Permittee's right to construct in the public right of way, this permit must first be signed by the Permittee, notarized, and recorded with the County Recorder of the County of San Mateo. Any recording fee shall be paid by Permittee, if not exempt.

2. Construction, Maintenance and Repair. Permittee shall be responsible for any and all maintenance and repair of the Facility and the ROW in the vicinity of the Facility and shall keep the Facility and the ROW in good condition and repair, to the satisfaction of the City, at all times. Once FEMA certification is obtained, West Bay shall maintain the levees per the requirements of that certification. Permittee shall repair, replace and restore in kind any private property or improvements to the extent attributable to its installation, maintenance, repair or removal of the Facility at its sole expense and with the approval of City. Any and all site restoration and clean-up shall be done by a licensed and insured contractor. Construction and maintenance shall conform to Menlo Park Municipal Code section 13.18.110, and shall be performed in compliance with any standard specifications or details promulgated by the City for construction in the right of way.

Signage for park users will be provided by permittee around the construction zones that may impact foot traffic set forth in Exhibit B. All other pathways will be accessible during the construction. In addition, Flaggers will be available to direct the foot traffic. The primary work will take place on West Bay Sanitary District property. Contractor mobilization will be minimal as the majority of the levee material is on site. The Permittee's Contractor will be required to obtain an Encroachment Permit from the City.

Permittee shall comply with all applicable laws related to the construction, maintenance, or removal of the encroachment or any action or omission in connection with any rights or obligations under this permit, including prevailing wage laws when applicable, for work performed under this permit.

3. Permits Required. In accordance with Menlo Park Municipal Code section 13.18.050, Permittee acknowledges that the rights granted under this Agreement shall not be in effect and shall be subject to any requirement that Permittee first obtain any necessary permits required by law, including but not limited to any Planning Permits or Building Permits.

4. Breach; Termination; Removal of Facility. Upon abandonment or revocation, Permittee shall, unless otherwise directed by the City and at no cost to the City, return City property to its pre-permit condition within the time specified in the notice of revocation or prior to the date of abandonment. In the event that Permittee fails to abide by the terms of this Agreement after fifteen (15) days' written notice, the City may repair the Facility and/or right of way, or, remove the Facility and restore the right of way at the Owner's cost. Upon 30-day notice, and an opportunity to respond, the City may add to the tax bill of the benefited property any past-due financial obligation owing to the City by way of this covenant,

described in Section 7 of this Agreement. If a bond or security deposit is required under Menlo Park Municipal Code section 13.18.140, the City may apply such to costs incurred.

**5. Liability, Insurance, Indemnity.** Permittee shall indemnify, defend, and hold harmless the City, its officials, officers, agents, employees, and servants (collectively, the "Indemnitees") from any and all claims, damages, costs, suits, or actions of every name, kind, and description, arising out of or related to: (a) this encroachment permit or its approval; (b) any use, construction, encroachment, maintenance, act, or omission by the Permittee or Permittee's agents, employees, representatives, or contractors on City Property or having an impact on City's facilities or structures; (c) the presence of the Facility or permitted improvements; (d) rerouting or reconstruction of any existing utilities; or (e) impacts on utilities caused by the Facility. The duty of the Permittee to indemnify, defend, and hold 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 the Owner to indemnify the City, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782 of the California Civil Code.

Permittee shall obtain, and during the term of this permit, shall maintain a policy of general liability insurance from an insurance company authorized to do business in the State of California in an insurable amount of not less than 2 million (\$2,000,000) per occurrence and 4 million dollars (\$4,000,000) aggregate, in a policy form of Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, or equivalent coverage. The insurance policies shall remain in full force during the life of the permit, and shall not be canceled or not renewed without thirty (30) days prior written notice to the City from the insurance company. The City and its officials, employees, contractors, agents and volunteers shall be named as additional insureds. All insurance shall be primary and non-contributory. Permittee hereby grants a waiver of subrogation in favor of the Indemnitees which any insurer of Permittee may acquire by virtue of payment of any loss. Costs of defense shall be outside the policy limits. The Permittee shall have its current general liability insurance policy on file with the City, including an Additional Insured Endorsement.

**6. Relocation of Utilities.** Permittee shall remove or relocate, without cost or expense to the City, any facility when made necessary (as determined by City in its sole discretion) by any lawful change in grade, alignment, or width of any street, including, the construction, maintenance, or operation of any other City underground or above-ground facilities. Said removal or relocation shall be completed within ninety (90) days of notification by the City; provided that if removal or relocation cannot reasonably be accomplished within ninety (90) days, then permittee shall commence such removal or relocation within such ninety (90) days and thereafter continue the same diligently until completion thereof. If Permittee intends to abandon a facility located above ground in the public right-of-way, Permittee must provide written notice of its intention to abandon and must remove the facility within ninety (90) days thereafter.

**7. Covenant to Run with Land of Permittee.** The covenants and conditions in this Agreement, including, but not limited to, indemnification of the City, shall run with the land commonly known as **West Bay Sanitary District project located at 1700 Marsh Road, Menlo Park, California / APN 055-400-010**, with legal description as set forth in **Exhibit C** (the "Property") and shall both burden the Property and bind and inure to the benefit of the City and Owner and their respective successors and assigns.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one instrument.

Attachments:

Exhibit A Plans and Specifications for Facility

Exhibit B Site Plan / Encroachment Area

Exhibit C Property Legal Description

**ISSUED BY CITY OF MENLO PARK:**

\_\_\_\_\_  
Nicole H. Nagaya, Public Works Director

\_\_\_\_\_  
Date

**ACKNOWLEDGED AND ACCEPTED BY PERMITTEE:**

\_\_\_\_\_  
Sergio Ramirez, General Manager  
West Bay Sanitary District

\_\_\_\_\_  
Date

**-NOTARIZATION REQUIRED-**



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 \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

Exhibit A - Plans and Specifications for Facility (page 1)

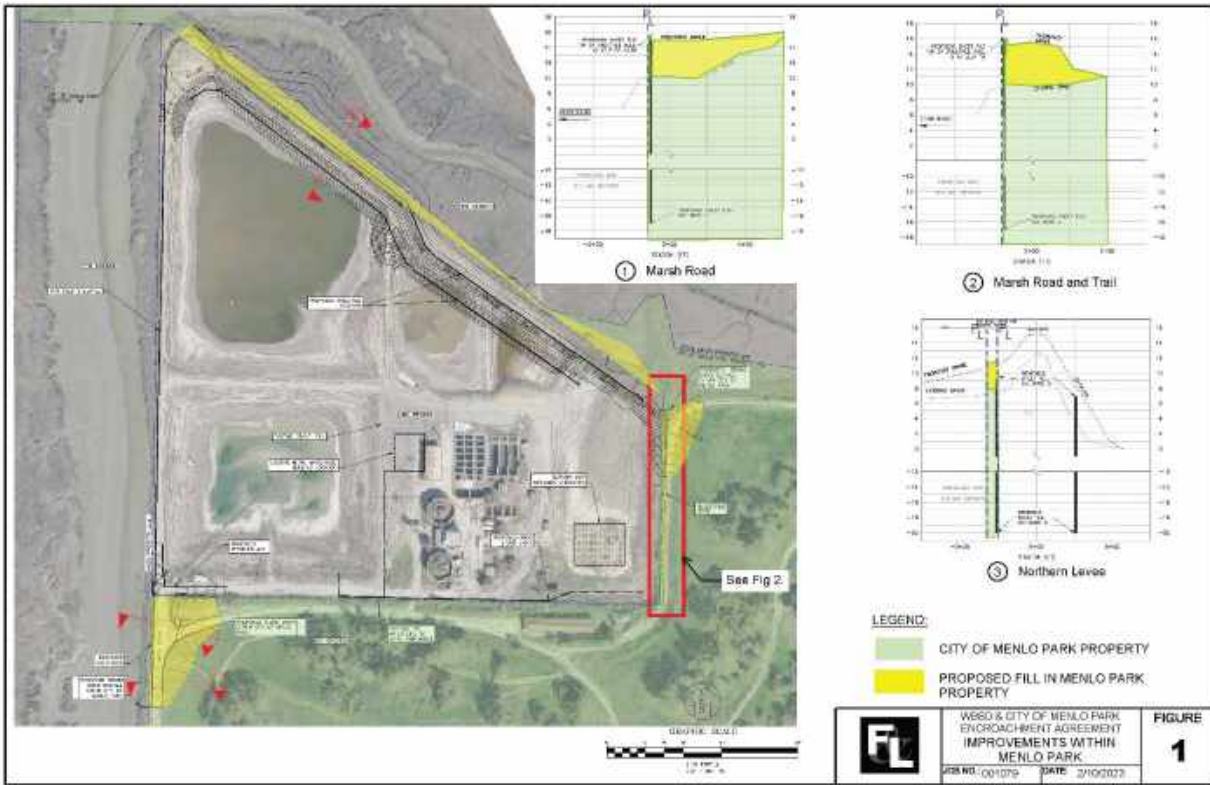


Exhibit A - Plans and Specifications for Facility (page 2)

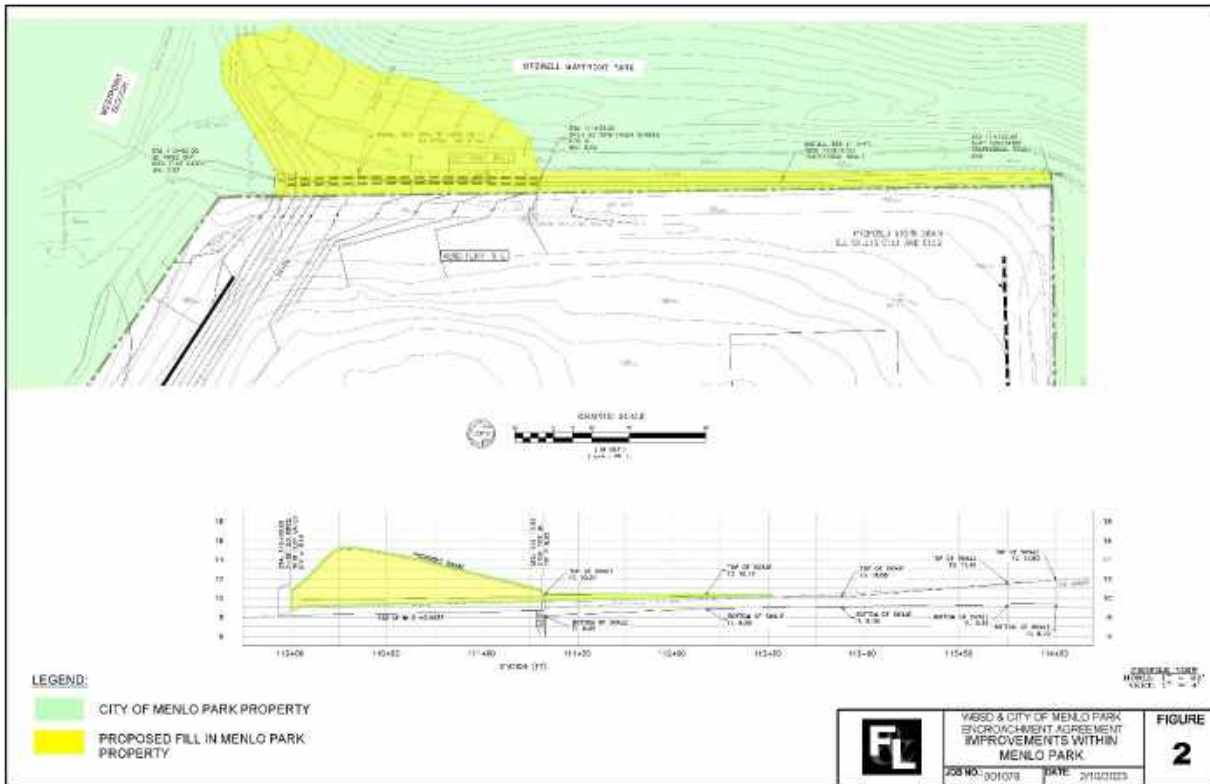


Exhibit B - Site Plan / Encroachment Area



NOTES

1. Contractor can open up access in the construction zones when there area is safe for pedestrians and there are no active construction activities.

LEGEND

- Construction Zone within Park
- Restricted Access (Private Property)
- Alternative Route Path of Travel



Proposed Public Access to Shoreline During Construction

JOB NO.: 001079 DATE: 01/10/2022

FIGURE

1

**Exhibit C - Property Legal Description**

**LEGAL DESCRIPTION**

**WEST BAY SANTARY DISTRICT  
FLOW EQUALIZATION AND RESOURCE RECOVERY FACILITY  
1700 MARSH ROAD  
MENLO PARK, CALIFORNIA**

That certain real property situate in the City of Menlo Park, County of San Mateo, State of California as described below:

Menlo Park Sewer Disposal Plant (1051 O.R. 40) as shown on that certain Parcel Map titled Parcel Map, Being a Resubdivision of Portions of Lands Conveyed to Leslie Salt Co., a Corporation, by Deeds Recorded in Book 916 at Page 153, Book 906 at Page 426, and Book 1104 at Page 92, recorded on March 1969 in Book 7 of Maps at Page 44 in the Office of the Recorder of San Mateo County, said plant being Lands of the West Bay Sanitary District, being more particularly described as follows:

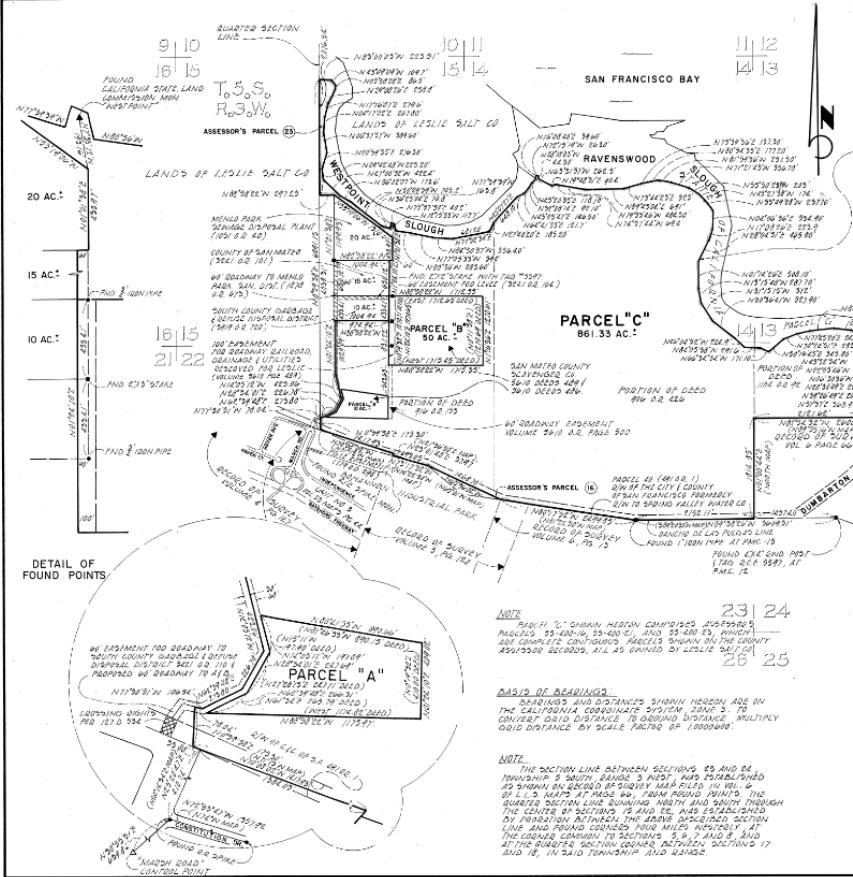
**COMMENCING** at the northernmost corner of Parcel C, thence leaving said point South 00°59'58" West, 2,076.54 feet, thence South 88°58'22" East, 297.25 feet to the **TRUE POINT OF BEGINNING** of the Lands of the West Bay Sanitary District, thence clockwise the following courses and distances:

Leaving the **TRUE POINT OF BEGINNING**, South 53°19'06" East 1,310.61 feet, thence South 01°01'38" West 435.97 feet, thence North 88°58'22" West 1,004.94 feet; thence North 01°01'38" East for 1,199.93 feet to the **TRUE POINT OF BEGINNING**.  
Containing 20 acres, more or less.

**END OF DESCRIPTION**

44

44



**NOTE**  
 THE NORTHERLY LINE OF PARCEL "C" IS THE SOUTHERLY LINE OF LANDS DESCRIBED IN PARCEL "C" OF THE DEED TO THE SITES OF CALIFORNIA SHOWN IN VOL. 942 & PAGE 107, AND IS THE NORTHERLY LINE OF LANDS DESCRIBED AS PARCEL "D" IN DEED TO LESLIE SALT CO. RECORDED IN VOL. 946 & PAGE 156

**SURVEYOR'S CERTIFICATE**  
 THIS MAP WAS PREPARED UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AT THE REQUEST OF LESLIE SALT CO. A DELAWARE CORP. IN JANUARY, 1969. I HEREBY CERTIFY THAT IT CONFORMS TO THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREON, THAT ALL REQUIREMENTS OF APPLICABLE STATE LAW AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH.

*W.B. Wink*  
 W.B. WINK, SURVEYOR  
 No. 2117  
 STATE OF CALIFORNIA

**CITY ENGINEER'S CERTIFICATE**  
 THIS MAP HAS BEEN EXAMINED THIS 16<sup>TH</sup> DAY OF APRIL, 1969 FOR CONFORMANCE WITH THE REQUIREMENTS OF SECTION 11515 OF THE SUBDIVISION MAP ACT.

*Edward E. Daugh*  
 EDWARD E. DAUGH, CITY ENGINEER

**RECORDED'S CERTIFICATE**  
 FILED THIS 16<sup>TH</sup> DAY OF APRIL, 1969 AT 1:44 P.M. IN BOOK 2 OF MAPS AT PAGE 24 AT THE REQUIREMENTS OF EDWARD E. DAUGH, CITY ENGINEER OF MENLO PARK.

*Martin Church*  
 MARTIN CHURCH, COUNTY CLERK-RECORDED

BY *C.M. Goss*  
 DEPUTY COUNTY CLERK

**PARCEL MAP**  
 BEING A RESUBDIVISION OF PORTIONS OF LANDS CONVEYED TO LESLIE SALT CO., A CORPORATION, BY DEEDS RECORDED IN BOOK 916 AT PAGE 153, BOOK 906 AT PAGE 426, AND BOOK 1104 AT PAGE 92, OFFICIAL RECORDS OF SAN MATEO COUNTY, CALIF.

MENLO PARK CALIFORNIA  
 MARCH, 1969 SCALE 1"=1000'  
 WILSEY & HAM  
 1035 EAST HILLSDALE BLVD. FOSTER CITY, CALIF. 94404

Vol. 7

Vol. 7